Next Ord: 1569-07
Next Res: 736-07

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

March 28, 2007
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 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 #59877 to #60003 for $270,923.09
      - Payroll Warrants #39809 to #39902 for $152,505.15
   c. Sewer Agreement - North Cascades Gateway Center
   d. Sewer Service to 8087 Fruitdale Road in UGA
   e. Waiver of Fees - SW Community Center - Bacus Maintenance Assoc. - June 2, 2007
   f. Contract Amendment - Lee Johnson & Sons for Riverfront Park Flood Damage Repairs

4. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARINGS

UNFINISHED BUSINESS

5. City Hall Update
6. Interlocal Agreement - Improvements of McGarigle and Fruitdale Roads with Skagit County
7. Agreement for Conveyance - Hodgin Street Right-of-Way
8. Professional Services Agreement - Certified Land Services
9. Update of Chapter 17.40 SWMC - Sign Ordinance *(2nd Reading)*

NEW BUSINESS

10. Ordinance - 2007 Budget Amendment
11. Bid Award - 2007 CIPP Projects
12. Proposed Ordinance addressing Public Records *(1st Reading)*
13. Resolution - Skagit River GI Study Project Management Plan (PMP)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION/YES

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 8 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 13

DATE: March 28, 2007

TO: Mayor Anderson 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 March 28, 2007 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 Dennis London

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.

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 3 2007

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
March 14, 2007 – 7:00 P.M. – Community Center

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

Pledge of Allegiance

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

Consent Calendar

- Minutes from Previous Meeting (including March 6, 2007 Worksession)
- Finance
  - Claim Vouchers #59758 to #59876 for $174,931.46
  - Payroll Warrants #39717 to #39808 for $205,595.60
- Fire Department Chassis Purchase
- Wallis Leave Agreement
- Street Closure Request – North Cascade Ford – Ferry St. – April 15, 2007
- Interlocal for e-mail with Skagit County
- Waiver of Fees – Community Center – SW Little League – March 10, 2007

Councilmember Meamber moved to approve the consent calendar. Seconded by Councilmember Splane. Motion carried 5-0.

Proclamation – Sedro-Woolley Lions Club Day

Mayor Anderson read a proclamation which proclaimed March 31, 2007 as Sedro-Woolley Lions Day and encouraged all citizens to join in recognizing their 70 years of service to our community.

Mayor Anderson also announced the Lions Club upcoming pancake breakfast on March 31, 2007 from 7 A.M. – 11 A.M. at the Community Center.

Special Presentation – Kenneth "Stu" Earnst – 30 Year Employee Award

Mayor Anderson presented Wastewater Treatment Plant employee Stu Earnst with a plaque in recognition of 30 years of employment with the City of Sedro-Woolley. Earnst was applauded by all in attendance for a great job over the 30 years.

Public Comment

David Bricka – Sedro-Woolley Chamber of Commerce Executive Director addressed the Council and audience regarding some of the future plans of the Chamber. He also invited Council and Staff to attend the Chamber's after hours event to be held at the Pavilion. He noted this is a joint event with the Burlington Chamber of Commerce.

Special Presentation – Sedro-Woolley School District on Upcoming Bond (*Approx. 20-30 min.)*

Mark Venn, Sedro-Woolley School District Superintendent addressed the Council and audience members regarding the cohesiveness between the City and School District. Venn noted various representatives from the School District and bond committee in attendance and presented a power point presentation on the upcoming School Bond. The presentation covered how the bond proposal came to be, improvements to be completed with the bond funds, advantages to the community and the cost to the taxpayers. Venn left a flyer which addressed frequently asked questions and addressed specific questions from the Council and audience.

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

City Hall Update

Attorney Berg reviewed a proposed resolution for award of the bid to the apparent low bidder. The resolution would also authorize the Mayor to execute all the construction contracts and delegates authority to the Mayor or the Mayor's designee to authorize change orders on a rapid basis. Berg noted that this was information for Council consideration at the next meeting. A reference check will be completed on the apparent low bidder and staff will be meeting with them prior to the next Council meeting. Berg also provided an update on the progress of the USDA financing package.

Police Chief Wood addressed the issue of street lights which need to be approved through the Planning Commission. He reviewed a local source for street lights that are replicas of street lights reminiscent of the 1930's. Wood noted the business owner is willing to work with the City and has done lights for the City of Seattle and Safeco Field. Wood also reported on a recent meeting with Carletti Architect's to review upcoming roles and responsibilities with the project.

Attorney Berg noted that unless anyone has objections, it is the Mayor's intent to proceed with the proposed light. Berg noted that the choice needs to be reviewed by the Planning Commission for consistency with the Central Business District design standards.

It was stressed by both Attorney Berg and Police Chief Wood that if any one had any concerns with the designs of either the building or lights to let them know immediately because of the tight time line the City is on.

Engineer Blair discussed maintenance of street lights which is currently done by Puget Sound Energy and the particular light standard being considered would not be supported under their program.

Councilmember Splane moved to move forward with buying light poles from American Pole. Councilmember Lemley seconded. Motion carried 5-0.

NEW BUSINESS

Interlocal Agreement – Improvement of McGargile and Fruitdale Roads with Skagit County

Attorney Berg reviewed the proposed Interlocal Agreement with Skagit County for the improvement of McGargile and Fruitdale Roads and proposed funding for the project. Berg noted that Councilmember Requa as a member of the committee has expressed favor of the road section plans noted on page 13 of the agreement.

Councilmember Meamber concurred that Councilmember Requa wanted it stated into the record his approval of the road section noted on page 13. Meamber reviewed the proposed road plan.

Engineer Blair addressed the proposed 11 foot combined bicycle/pedestrian facility which is separated by a planter strip and noted the plan is a compromise with a 60 foot right of way. Blair noted that there are a lot of houses along the way that were problematic in acquiring right of way.

Council discussion ensued regarding needed right of way.

Susie Williams – 1058 Wedmore Pl., questioned the purpose of having such a wide road, current storm drainage ditches along McGargile, effect of Brickyard Creek and access to plans.

Councilmember Meamber noted the purpose of the road improvements is to be able to provide a safe access and to move traffic easier. He noted the stormwater would also be addressed within the project.

Attorney Berg reviewed the process of the project which includes time for public comment.

Allen Brinson – 1397 McGargile Rd., questioned the status of extending the sewer line within this area.

Engineer Blair stated the sewer is a separate project but it is being coordinated and are looking at improving the sewer along McGargile.

Councilmember Meamber moved to authorize the Mayor to sign the Interlocal with Skagit County detailing the terms and conditions of the construction of improvement to McGargile and Fruitdale Roads. Seconded by Councilmember Splane.

Council discussion ensued to include citizen knowledge of the project, limited amount of time to obtain grant funding, public participation plan timeline, levels of involvement and public hearing requirements.

Councilmember Meamber withdrew his motion.

Councilmember Galbraith moved to have the Mayor send a letter out to the citizens on McGargile and Fruitdales Roads stating the City and County's intent to improve the road on McGargile and Fruitdale. Seconded by Councilmember Colgan. Motion 5-0.

Update of Chapter 17.40 SWMC – Sign Ordinance *(First Reading)*

Planner Moore stated the Planning Department and Code Enforcement Officer have received numerous complaints regarding signs around town. The focus of the complaints seem to be banners and temporary signs. The Planning Commission has been updating the ordinance in order to help the Code Enforcement Officer with problems of enforcement. Moore indicated the research for the ordinance was done by Ryan Walters who was an intern with the City. He also reviewed the process that has been taken through the Planning Commission to gather input from the public and downtown businesses. He then reviewed the proposed ordinance specifically noting the areas of change or additions.

Councilmember Meamber expressed concern that the proposed ordinance is not favorable for attracting businesses in Sedro-Woolley.

Discussion was held to include obstruction of scenic views, temporary signs/banners, off premise directional signs, continue discussion at joint meeting with Planning Commission and height restrictions.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Clerk/Treasurer Nelson – pointed out the annual Impact Fee report was in the Council packets. She noted it includes the impact fees the City has collected as well as those it's collected for the School District. It also includes a listing of items that are expected the funds will be spent on.

Engineer Blair – noted a memo in the Council packet of cost reviews for the Highway 9 Sidewalk project. Blair stated there are cost estimates for both the east and west sides

noting that the west side was the least expensive plan. Blair gave the Council several ideas for consideration.

Council indicated preference would be to proceed with the West side, doing sections A,B,C & D.

Engineer Blair also stated there has been a lot of vandalism and theft at the street department which has resulted in the loss of gas out of the 5 yard dump truck, propane tanks and oil cans disappearing. Blair expressed interest in extending the fiber optics to the Street Department in order to install some security mechanisms.

Police Chief Wood – noted that Sergeant Wallis will be leaving as of Saturday and the department will be starting the process to hire an entry level officer as well as administrating promotional exams to fill his position.

Councilmember Meamber – announced the move of the Helping Hands Food Bank to their new location this coming weekend. They will become a distribution center for the County. Meamber also reviewed the features of the building and future expansion plans.

Councilmember Colgan – questioned the status of the Township Street project.

Engineer Blair noted because of the weather change paving should be starting tomorrow.

Councilmember Galbraith – noted it was his personal opinion that the West side of Highway 9 would be the best placement for the sidewalks however, he is going to canvas the property owners within the area prior to making a decision. He stated his excitement for the project.

EXECUTIVE SESSION

The meeting was adjourned to executive session at 9:05 P.M. for the purpose of potential litigation and real estate for approximately 30 minutes with possible action.

The meeting reconvened at 9:30 P.M.

Councilmember Meamber moved to adopt Ordinance No. 1568-07. Seconded by Councilmember Splane. Motion carried 5-0.

Councilmember Lemley moved to adjourn. Seconded by Councilmember Galbraith. Motion carried 5-0.

The meeting adjourned at 9:40 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 3 2007

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

DATE: March 28,2007

TO: Mayor Anderson 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 March 28, 2007.

Motion to approve Claim Vouchers #59877 to #60003 in the amount of $270,923.09.

Motion to approve Payroll Warrants #39809 to #39902 in the amount of $152,505.15.

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

CITY OF SEDRO-WOOLLEY

SORTED TRANSACTION WARRANT REGISTER

03/28/2007 (Printed 03/22/2007 15:16)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59877	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	96.00
		MISC-FILING FEES/LIEN EXP	SAN	96.00
		WARRANT TOTAL		192.00
59878	AIR & SPACE MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	44.00
		WARRANT TOTAL		44.00
59879	ALLELUJAH BUSINESS SYSTEMS	MISC-PRINTING & BINDING	PLN	1.62
		OPERATING SUPPLIES	SWR	3.24
		WARRANT TOTAL		4.86
59880	ALLEN, DEBRA	MEALS/TRAVEL	SWR	14.00
		WARRANT TOTAL		14.00
59881	ALLIANCE OFFICE PRODUCTS	SUPPLIES	JUD	5.66
		SUPPLIES	JUD	30.80
		WARRANT TOTAL		36.46
59882	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	CS	119.66
		REPAIRS/MAINT-SAFETY EQUIP	PL	106.16
		WARRANT TOTAL		225.82
59883	APPLIED INDUSTRIAL TECH	MAINT OF GENERAL EQUIP	SWR	33.13
		WARRANT TOTAL		33.13
59884	APSCO INC.	MAINT OF GENERAL EQUIP	SWR	3,971.33
		WARRANT TOTAL		3,971.33
59885	A.S.A.P. SIGN & DESIGN	EQUIPMENT MAINT - GOLF	PL	86.40
		WARRANT TOTAL		86.40
59886	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	6,769.80
		WARRANT TOTAL		6,769.80
59887	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	10.82
		AUTO FUEL	PD	972.06
		AUTO FUEL/DIESEL	FD	539.59
		AUTO FUEL/DIESEL	FD	7.71
		OPERATING SUPPLIES	PL	893.45
		VEHICLE FUEL / DIESEL		362.62
		MAINT OF GENERAL EQUIP	SWR	67.08
		AUTO FUEL/DIESEL	SWR	267.62
		AUTO FUEL/DIESEL	SAN	1,006.89
		WARRANT TOTAL		4,127.84
59888	CINGULAR WIRELESS	TELEPHONE	PD	721.60
		WARRANT TOTAL		721.60
59889	AVAYA INC	REPAIRS & MAINTENANCE	PD	561.31
		REPAIRS/MAINT-EQUIP	FD	561.30
		WARRANT TOTAL		1,122.61

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59890	BARNETT IMPLEMENT CO. INC	OPERATING SUPPLIES	PL	39.01
		REPAIRS/MAINT - EQUIP	PL	19.96
		WARRANT TOTAL		58.97
59891	BANK OF AMERICA	SMALL TOOLS & MINOR EQUIP	FD	63.91
		TRAVEL/MEALS	FD	.50
		WARRANT TOTAL		64.41
59892	BAY CITY SUPPLY	OPERATING SUPPLIES	LIB	90.60
		OPERATING SUPPLIES	SWR	193.94
		WARRANT TOTAL		284.54
59893	BERG VAULT COMPANY	MAINTENANCE OF LINES	SWR	194.00
		WARRANT TOTAL		194.00
59894	BLUMENTHAL UNIFORM & EQUP	UNIFORMS/ACCESSORIES	PD	195.95
		UNIFORMS/ACCESSORIES	PD	269.69
		UNIFORMS/ACCESSORIES	PD	425.95
		UNIFORMS/ACCESSORIES	PD	14.09
		BALISTIC VESTS	PD	974.85
		BALISTIC VESTS	PD	956.35
		WARRANT TOTAL		2,836.88
59895	BLUNT, TAMARA	OFFICE/OPERATING SUPPLIES	PD	19.77
		WARRANT TOTAL		19.77
59896	BOULDER PARK, INC	SOLIDS HANDLING	SWR	5,044.90
		WARRANT TOTAL		5,044.90
59897	BOUWENS, JENNIFER A.	PROSECUTING ATTY	JUD	2,500.00
		WARRANT TOTAL		2,500.00
59898	BROWN & COLE STORES	REPAIRS/MAINT-DORM	FD	24.41
		WARRANT TOTAL		24.41
59899	BRIM TRACTOR COMPANY INC	REPAIRS/MAINT - EQUIP	PL	218.03
		WARRANT TOTAL		218.03
59900	CARLETTI ARCHITECTS P.S.	CITY HALL DESIGN		5,987.85
		WARRANT TOTAL		5,987.85
59901	CARL'S TOWING INC.	PROFESSIONAL SERVICES	PD	183.60
		WARRANT TOTAL		183.60
59902	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	956.50
		PUBLIC UTILITIES	FD	2,351.60
		PUBLIC UTILITIES	LIB	290.39
		PUBLIC UTILITIES	PL	605.17
		PUBLIC UTIL - COMM CENTER	PL	215.95
		PUBLIC UTIL - SENIOR CENTER	PL	660.03
		PUBLIC UTIL - FOOD BANK	PL	64.51
		PUBLIC UTIL - HHS	PL	117.13

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES	SWR	225.60
		PUBLIC UTILITIES	SAN	952.64
		WARRANT TOTAL		6,439.52
59903	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	16.74
		WARRANT TOTAL		16.74
59904	CINTAS CORPORATION #460	UNIFORMS	FD	80.38
		UNIFORMS	FD	67.14
		UNIFORMS	FD	67.14
		UNIFORMS	FD	69.03
		UNIFORMS	FD	67.14
		WARRANT TOTAL		350.83
59905	COLLINS OFFICE SUPPLY,INC	SUPPLIES	FIN	33.97
		SUPPLIES	FIN	6.92
		SUPPLIES	FIN	23.36
		SUPPLIES	FIN	18.90
		SUPPLIES	FIN	12.14
		OFFICE SUPPLIES	LGL	9.17
		OFFICE SUPPLIES	LGL	85.49
		SUPPLIES/BOOKS	PLN	35.62
		SUPPLIES/BOOKS	PLN	4.24
		SUPPLIES/BOOKS	PLN	6.52
		SUPPLIES	ENG	35.62
		SUPPLIES	ENG	4.24
		SUPPLIES	ENG	8.16
		OFF/OPER SUPPS & BOOKS	INSP	35.62
		OFF/OPER SUPPS & BOOKS	INSP	4.24
		OFF/OPER SUPPS & BOOKS	INSP	6.53
		REPAIRS/MAINT-EQUIP	SAN	13.49
		WARRANT TOTAL		344.23
59906	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	39.58
		REPAIR & MAINT - AUTO	PD	37.53
		REPAIR & MAINT - AUTO	PD	37.53
		WARRANT TOTAL		114.64
59907	CRISP, CARRIE	CLOTHING	SWR	43.18
		WARRANT TOTAL		43.18
59908	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	73.93
		WARRANT TOTAL		73.93
59909	CUSTOM EMBROIDERY	CLOTHING	SWR	130.55
		WARRANT TOTAL		130.55
59910	DATA BASE RECORDS DESTRUCTION LLC	SUPPLIES	FIN	38.00
		WARRANT TOTAL		38.00
59911	DAVID EVANS & ASSOC INC	ENGINEERING-SKAGIT LIGHT	AST	18,363.19
		WARRANT TOTAL		18,363.19

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59912	DELAVEL, INC. #2	MAINT OF GENERAL EQUIP	SWR	97.89
		WARRANT TOTAL		97.89
59913	DETROIT INDUSTRIAL TOOL	OPERATING SUPPLIES	PL	189.99
		WARRANT TOTAL		189.99
59914	DESTINATION WIRELESS	TELEPHONE	PL	86.37
		WARRANT TOTAL		86.37
59915	DIAMONDBACK FIRE & RESCUE	REPAIRS/MAINT-EQUIP	FD	139.89
		WARRANT TOTAL		139.89
59916	DIVERSINT	OPERATING LEASE-COMPUTER	PD	75.58
		WARRANT TOTAL		75.58
59917	E & E LUMBER	OPERATING SUPPLIES	PL	11.72
		OPERATING SUPPLIES	PL	24.35
		OPERATING SUPPLIES	PL	45.11
		OP. SUPPLIES - TRAFFIC	PL	172.61
		SUPPLIES - CAMPGROUND	PL	12.15
		SUPPLIS - COMMUNITY CENTER	PL	3.81
		SMALL TOOL & MINOR EQUIP	PL	21.06
		SMALL TOOL & MINOR EQUIP	PL	6.29
		SMALL TOOL & MINOR EQUIP	PL	9.71
		SAFETY EQUIPMENT	PL	18.06
		REPAIRS/MAINT - EQUIP	PL	22.90
		MAINTENANCE OF LINES	SWR	16.14
		MAINTENANCE OF LINES	SWR	64.75
		OPERATING SUPPLIES	SWR	3.23
		OPERATING SUPPLIES	SWR	1.51
		REPAIRS/MAINT-BUILDING	SAN	14.01
		REPAIRS/MAINT-BUILDING	SAN	11.02
		REPAIRS/MAINT-BUILDING	SAN	2.04
		REPAIRS/MAINT-BUILDING	SAN	11.02
		WARRANT TOTAL		471.49
59918	ENTERPRISE SALES, INC.	CONTAINERS	SAN	6,227.45
		WARRANT TOTAL		6,227.45
59919	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	210.00
		WARRANT TOTAL		210.00
59920	EASLEY GARAGE DOORS	BUILDINGS & STRUCTURES	SWR	810.00
		WARRANT TOTAL		810.00
59921	EVERGREEN RURAL WATER	MISC-TUITION/REGISTRATION	SWR	440.00
		WARRANT TOTAL		440.00
59922	FASTENAL COMPANY	REPAIRS/MAINT - EQUIP	PL	181.50
		WARRANT TOTAL		181.50
59923	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	PL	40.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PROFESSIONAL SERVICES	SAN	40.00
		WARRANT TOTAL		80.00
59924	FEDERAL EXPRESS CORP.	OPERATING SUPPLIES	SWR	83.75
		WARRANT TOTAL		83.75
59925	FELLER HEATING & AIR COND	MAINT OF GENERAL EQUIP	SWR	482.92
		WARRANT TOTAL		482.92
59926	GEOLINE POSITIONING SYS	MAINTENANCE OF LINES	SWR	88.27
		WARRANT TOTAL		88.27
59927	GEOTIVITY INC.	PROF SVS-ENGINEERING	SWR	1,842.75
		WARRANT TOTAL		1,842.75
59928	GEN-X SIGNS & BANNERS	OPERATING SUPPLIES	SAN	278.96
		WARRANT TOTAL		278.96
59929	GRAINGER PARTS	MAINT OF GENERAL EQUIP	SWR	748.65
		PORTABLE EQUIPMENT	SWR	236.48
		WARRANT TOTAL		985.13
59930	HAYDEN, PATRICK	ASSOCIATE'S FEES	JUD	800.00
		WARRANT TOTAL		800.00
59931	HEALTHFORCE	PROFESSIONAL SERVICES	SAN	50.00
		WARRANT TOTAL		50.00
59932	HD SUPPLY WATERWORKS LTD	REPAIRS/MAINT-EQUIP	FD	287.58
		WARRANT TOTAL		287.58
59933	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	83.39
		WARRANT TOTAL		83.39
59934	HONEY BUCKET	OP. SUPPLIES - GOLF	PL	103.34
		WARRANT TOTAL		103.34
59935	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	223.13
		WARRANT TOTAL		223.13
59936	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	17.51
		BOOKS, PERIOD, RECORDS	LIB	22.56
		BOOKS, PERIOD, RECORDS	LIB	16.07
		BOOKS, PERIOD, RECORDS	LIB	178.47
		BOOKS, PERIOD, RECORDS	LIB	45.69
		BOOKS, PERIOD, RECORDS	LIB	5.29
		BOOKS, PERIOD, RECORDS	LIB	14.64
		BOOKS, PERIOD, RECORDS	LIB	22.75
		BOOKS, PERIOD, RECORDS	LIB	17.01
		BOOKS, PERIOD, RECORDS	LIB	38.48
		BOOKS, PERIOD, RECORDS	LIB	16.38
		WARRANT TOTAL		394.85

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59937	ISOMEDIA.COM	TELEPHONE	FIN	8.74
		TELEPHONE	FIN	8.74
		TELEPHONE	PLN	8.73
		TELEPHONE	ENG	8.74
		TELEPHONE	LIB	39.95
		WARRANT TOTAL		74.90
59938	JOHN DEERE GOVERNMENT &	EQUIPMENT & VEHICLES	CEM	7,056.82
		WARRANT TOTAL		7,056.82
59939	LEE JOHNSON & SONS	MAINTENANCE OF LINES	SWR	3,412.68
		WARRANT TOTAL		3,412.68
59940	LOGGERS AND CONTRACTORS	REPAIRS/MAINT - EQUIP	PL	90.02
		OPERATING SUPPLIES	SWR	63.72
		WARRANT TOTAL		153.74
59941	LUDTKE PACIFIC TRUCKING	REPAIRS/MAINT-EQUIP	FD	1,306.18
		REPAIRS/MAINT-EQUIP	FD	1,456.33
		WARRANT TOTAL		2,762.51
59942	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
59943	MILL CREEK MGMT TECH INC	ENGINEERING - SR20 LINE	PWT	5,040.00
		WARRANT TOTAL		5,040.00
59944	MARTIN MARIETTA MATERIALS	REPAIRS/MAINT-STREETS	PL	1,153.31
		WARRANT TOTAL		1,153.31
59945	MUNICIPAL EMERGENCY SERVICES, INC.	REPAIRS & MAINTENANCE	PD	1,603.80
		SMALL TOOLS & MINOR EQUIP	FD	3,134.47
		SMALL TOOLS & MINOR EQUIP	FD	104.86
		WARRANT TOTAL		4,843.13
59946	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	629.01
		WARRANT TOTAL		629.01
59947	NORTH HILL RESOURCES, INC.	SKATE PARK	PL	301.32
		WARRANT TOTAL		301.32
59948	N W REGIONAL COUNCIL	DUES/SUBSCRIPTIONS	PD	400.00
		WARRANT TOTAL		400.00
59949	NWPMA /SPOKANE COUNTY	MISC-TUITION/REGISTRATION	PL	125.00
		WARRANT TOTAL		125.00
59950	OFFICE DEPOT	OFFICE/OPERATING SUPPLIES	PD	98.56
		OFFICE SUPPLIES	SWR	376.84
		OPERATING SUPPLIES	SWR	16.30
		WARRANT TOTAL		491.70

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59951	OFFICE SYSTEMS	REPAIRS & MAINTENANCE	PD	138.67
		OFFICE SUPPLIES	FD	138.68
		WARRANT TOTAL		277.35
59952	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	PL	73.42
		WARRANT TOTAL		73.42
59953	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	27.19
		MISC-LAUNDRY	PL	32.07
		MISC-LAUNDRY	PL	19.60
		MISC-LAUNDRY	PL	32.07
		MISC-LAUNDRY	PL	24.46
		MISC-LAUNDRY	PL	17.34
		LAUNDRY	SWR	23.18
		LAUNDRY	SWR	23.18
		WARRANT TOTAL		199.09
59954	PETERSON, DEBRA	TRAVEL	LIB	69.84
		MISC-TUITION/REGISTRATION	LIB	35.00
		WARRANT TOTAL		104.84
59955	PLAYPOWER LT FARMINGTON, INC	OTHER IMPROVEMENTS	PL	1,230.61
		WARRANT TOTAL		1,230.61
59956	POSITIVE PROMOTIONS INC.	MISC-SUMMER READ PROGRAM	LIB	52.55
		WARRANT TOTAL		52.55
59957	PRINTWISE, INC.	SUPPLIES	JUD	203.04
		SUPPLIES	JUD	61.56
		WARRANT TOTAL		264.60
59958	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	41.70
		PUBLIC UTILITIES	CS	36.40
		PUB UTILITIES-MALL	CS	33.55
		PUBLIC UTILITIES	FD	161.35
		PUBLIC UTILITIES	LIB	20.75
		PUBLIC UTILITIES	PL	562.65
		PUBLIC UTIL - CAMPGROUND	PL	119.25
		PUBLIC UTIL - HHS	PL	179.50
		PUBLIC UTILITIES	SWR	176.20
		PUBLIC UTILITIES	SAN	33.75
		WARRANT TOTAL		1,365.10
59959	PUBLIC SAFETY CENTER, INC.	MACHINERY & EQUIPMENT	PD	81.70
		WARRANT TOTAL		81.70
59960	PUGET SOUND ENERGY	PUBLIC UTIL - STREETLIGHTS	PL	6,612.05
		WARRANT TOTAL		6,612.05
59961	QUIRING MONUMENTS, INC.	LINERS	PL	78.00
		WARRANT TOTAL		78.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59962	R & H MECHANICAL	MAINT OF GENERAL EQUIP	SWR	193.10
		WARRANT TOTAL		193.10
59963	RAM CONSTRUCTION	CONSTRUCTION-TOWNSHIP LINE	PWT	18,877.72
		CONSTRUCTION-TOWNSHIP LINE	PWT	44,476.76
		WARRANT TOTAL		63,354.48
59964	RINKER MATERIALS	REPAIRS/MAINT-STREETS	PL	179.82
		WARRANT TOTAL		179.82
59965	SALYER, DOUGLAS	RETIRED MEDICAL	PD	30.00
		WARRANT TOTAL		30.00
59966	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	98.46
		OPERATING SUPPLIES	SWR	269.81
		WARRANT TOTAL		368.27
59967	SCHMIDTER CONSTRUCTION	OTHER IMPROVEMENTS	PL	8,023.32
		OTHER IMPROVEMENTS	PL	1,620.00
		WARRANT TOTAL		9,643.32
59968	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	9.03
		OPERATING SUPPLIES	PL	30.56
		OP. SUPPLIES - ST CLEANING	PL	4.89
		SMALL TOOL & MINOR EQUIP	PL	19.62
		REPAIRS/MAINT - EQUIP	PL	5.09
		REPAIRS/MAINT - EQUIP	PL	9.03
		REPAIRS/MAINT - EQUIP	PL	70.44
		REPAIRS/MAINT-EQUIP	SAN	4.00
		OPERATING SUPPLIES	SAN	67.48
		WARRANT TOTAL		220.14
59969	SEDRO-WOOLLEY GLASS	REPAIRS/MAINT-CAMPGROUND	PL	27.00
		WARRANT TOTAL		27.00
59970	SEDRO-WOOLLEY LOCK & KEY	REPAIRS & MAINTENANCE	PD	145.80
		REPAIRS/MAINT-EQUIP	FD	145.80
		WARRANT TOTAL		291.60
59971	SEDRO-WOOLLEY POSTMASTER	POSTAGE	FIN	160.00
		WARRANT TOTAL		160.00
59972	SEDRO-WOOLLEY VISION CTR	RETIRED MEDICAL	PD	285.00
		WARRANT TOTAL		285.00
59973	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	150.00
		WARRANT TOTAL		150.00
59974	SKAGIT CO HEALTH DEPT	PROF SERVICE-MEDICAL EXAMS	FD	20.00
		WARRANT TOTAL		20.00
59975	SKAGIT CO. PUBLIC WORKS	OPERATING SUPPLIES	SWR	18.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SOLID WASTE DISPOSAL	SAN	36,511.75
		WARRANT TOTAL		36,529.75
59976	SKAGIT CO. PUBLIC WORKS	OP. SUPPLIES - SNOW & ICE	PL	41.02
		WARRANT TOTAL		41.02
59977	SKAGIT COUNTY SHERIFF	PRISONERS	PD	653.84
		WARRANT TOTAL		653.84
59978	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	PL	39.95
		OPERATING SUPPLIES	PL	162.49
		PROPANE	PL	19.41
		PROPANE	PL	13.77
		REPAIRS/MAINT - EQUIP	PL	23.10
		REPAIRS/MAINT - EQUIP	PL	30.23
		WARRANT TOTAL		288.95
59979	SKAGIT RIVER STEEL	OPERATING SUPPLIES	SAN	406.50
		WARRANT TOTAL		406.50
59980	SKAGIT VALLEY HOSPITAL	PRISONERS	PD	970.90
		WARRANT TOTAL		970.90
59981	SKAGIT VALLEY PUBLISHING	ADVERTISING/LEGAL PUBLIC	PLN	135.30
		ADVERTISING/LEGAL PUBLIC	PLN	116.85
		ENGINEERING-POLTE/TOWNSHIP	AST	94.05
		ADVERTISING	PL	43.88
		WARRANT TOTAL		390.08
59982	SOLID WASTE SYSTEMS, INC.	CONTAINERS	SAN	3,705.43
		CONTAINERS	SAN	3,705.43
		WARRANT TOTAL		7,410.86
59983	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
59984	MYERS, RICHARD ROBERT	BUILDINGS & STRUCTURES	SWR	5,170.39
		WARRANT TOTAL		5,170.39
59985	TRUE VALUE	OPERATING SUPPLIES	FD	32.38
		OPERATING SUPPLIES	FD	5.70
		OPERATING SUPPLIES	FD	19.42
		OPERATING SUPPLIES	PL	38.18
		OPERATING SUPPLIES	PL	6.47
		OPERATING SUPPLIES	PL	88.53
		SUPPLIES - CAMPGROUND	PL	38.91
		SUPPLIES - CAMPGROUND	PL	7.73
		SMALL TOOL & MINOR EQUIP	PL	658.77
		REPAIRS/MAINT-HHS	PL	129.59
		OPERATING SUPPLIES	SWR	4.73
		OPERATING SUPPLIES	SWR	42.06
		OPERATING SUPPLIES	SWR	1.65

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	11.17
		OPERATING SUPPLIES	SWR	12.45
		REPAIRS/MAINT-BUILDING	SAN	2.25
		WARRANT TOTAL		1,099.99
59986	TUCKER, WILLIAM L.	TRAINING SUPPLIES	PD	13.57
		WARRANT TOTAL		13.57
59987	UNITED LABORATORIES	OPERATING SUPPLIES	SAN	175.96
		WARRANT TOTAL		175.96
59988	UNITED STATES PLASTIC CORP.	CONTAINERS	SAN	113.21
		WARRANT TOTAL		113.21
59989	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	1,277.32
		WARRANT TOTAL		1,277.32
59990	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	56.40
		WARRANT TOTAL		56.40
59991	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	21.92
		OPERATING SUPPLIES	SWR	15.66
		WARRANT TOTAL		37.58
59992	VERIZON NORTHWEST	TELEPHONE	JUD	188.82
		TELEPHONE	FIN	54.84
		TELEPHONE	FIN	472.00
		TELEPHONE	PLN	35.99
		TELEPHONE	PLN	94.40
		TELEPHONE	ENG	35.99
		TELEPHONE	ENG	94.41
		TELEPHONE	PD	245.70
		TELEPHONE	PD	81.01
		TELEPHONE	PD	902.75
		TELEPHONE	INSP	35.99
		TELEPHONE	INSP	94.41
		TELEPHONE - CAMPGROUND	PL	111.21
		TELEPHONE	SWR	42.53
		WARRANT TOTAL		2,490.05
59993	VISTEN, LESLIE	RETIRED MEDICAL	PD	125.00
		WARRANT TOTAL		125.00
59994	WA FINANCE OFFICERS ASSOC	MISC-TUITION/REGISTRATION	FIN	50.00
		WARRANT TOTAL		50.00
59995	WA ST DEPT OF ECOLOGY	DOE PERMIT	ENG	857.72
		WARRANT TOTAL		857.72
59996	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	39.00
		WARRANT TOTAL		39.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59997	WA STATE DEPT OF REVENUE	OFFICE/OPERATING SUPPLIES	PD	4.72
		MACHINERY & EQUIPMENT	PD	246.70
		REPAIRS/MAINT-EQUIP	FD	9.74
		OFF/OPER SUPPS & BOOKS	INSP	11.11
		SUPPLIES	LIB	16.60
		TAXES AND ASSESSMENTS	LIB	6.66
		BOOKS, PERIOD, RECORDS	LIB	20.79
		OPERATING SUPPLIES	PL	15.44
		OP. SUPPLIES - TRAFFIC	PL	178.56
		TAXES & ASSESSMENTS	PL	227.72
		TAXES & ASSESSMENTS	PL	26.80
		PROFESSIONAL SERVICES	PL	3.25
		REPAIRS/MAINT - EQUIP	PL	119.21
		MAINT OF GENERAL EQUIP	SWR	6.96
		SAFETY EQUIPMENT	SWR	3.25
		TAXES AND ASSESSMENTS	SWR	3,912.71
		REPAIRS/MAINT-EQUIP	SAN	52.08
		OPERATING SUPPLIES	SAN	3.25
		MISC-DUES/SUBS & TUITN/REG	SAN	5.52
		TAXES & ASSESSMENTS	SAN	4,815.01
		WARRANT TOTAL		9,686.08
59998	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	144.00
		WARRANT TOTAL		144.00
59999	WASHINGTON BLUE BOOK	PRINTING/PUBLICATIONS	PD	69.95
		WARRANT TOTAL		69.95
60000	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	7,848.75
		WARRANT TOTAL		7,848.75
60001	WOOD'S LOGGING SUPPLY INC	SAFETY EQUIPMENT	PL	10.75
		REPAIRS/MAINT - EQUIP	PL	23.65
		REPAIRS/MAINT - EQUIP	PL	9.60
		POSTAGE	SAN	5.91
		WARRANT TOTAL		49.91
60002	WORLD BOOK DIRECT MARKET	BOOKS, PERIOD, RECORDS	LIB	38.40
		WARRANT TOTAL		38.40
60003	MUMFORD, KARENE M.	CONSTRUCTION - SR20 LINE	PWT	2,500.00
		WARRANT TOTAL		2,500.00
		RUN TOTAL		270,923.09

FUND	TITLE		AMOUNT
001	CURRENT EXPENSE FUND		42,818.97
104	ARTERIAL STREET FUND		18,457.24
105	LIBRARY FUND		1,343.51
110	PUBLIC LANDS	110	27,055.08
302	RES FOR CURR EXP CAP OUT FUND		5,987.85
332	PWTF SEWER CONSTRUCTION FUND		70,894.48
401	SEWER FUND		30,429.66
412	SOLID WASTE FUND		66,879.48
501	EQUIPMENT REPLACEMENT FUND		7,056.82
TOTAL			270,923.09

DEPARTMENT		AMOUNT
001 000 012		9,075.38
001 000 014		887.61
001 000 015		94.66
001 000 018		1,225.82
001 000 019		439.27
001 000 020		1,044.88
001 000 021		18,619.30
001 000 022		11,094.15
001 000 024		187.90
001 000 062		150.00
FUND CURRENT EXPENSE FUND		42,818.97
104 000 042		18,457.24
FUND ARTERIAL STREET FUND		18,457.24
105 000 072		1,343.51
FUND LIBRARY FUND		1,343.51
110 000 042		27,055.08
FUND PUBLIC LANDS	110	27,055.08
302 000 000		5,987.85
FUND RES FOR CURR EXP CAP OUT FUND		5,987.85
332 000 082		70,894.48
FUND PWTF SEWER CONSTRUCTION FUND		70,894.48
401 000 035		30,429.66
FUND SEWER FUND		30,429.66
412 000 037		66,879.48
FUND SOLID WASTE FUND		66,879.48
501 000 102		7,056.82
FUND EQUIPMENT REPLACEMENT FUND		7,056.82
TOTAL		270,923.09

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 3 2007

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

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: Sewer Agreement with North Cascades Gateway Center
DATE: March 28, 2007

AGENDA PLACEMENT: Consent agenda.

ISSUE: Should the Council authorize the Mayor to sign the attached agreement with North Cascades Gateway Center which addresses surcharges as a result of their infiltration problems?

BACKGROUND: This agreement was approved by the Council in February and is back on your agenda as a result of a few changes: specifically, the date of the contract is now proposed to run through 2008 to allow them adequate time to make repairs and they are no longer agreeing to eliminate all infiltration in that period of time. It is the goal of the North Cascades gateway Center to eliminate all infiltration and they have made significant progress toward that goal, however, it will take time to realize.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached agreement.

SANITARY SEWER AGREEMENT

This Agreement made and entered into this _____ day of March, 2007, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and North Cascades Gateway Center, hereinafter referred to as the "Customer".

WHEREAS, the City operates a municipal sanitary sewer system, and

WHEREAS, the Customer is connected to the City's system, but as a result of continued infiltration problems at Customer's site, the City requires additional surcharges to effectively capture the rate of use by Customer, and

WHEREAS, the City and Customer desire to enter into an agreement by which the rate for sanitary sewer service is fixed for a period of time allowing Customer to repair its system to reduce or eliminate its infiltration problems,

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

1. **Rates.** The rate shall be established as follows:

A. The City will use the water meter reading for the various buildings as the basis for the amount of Sanitary Sewer billed.

B. The City will charge based upon the existing Sanitary Sewer Ordinance (Ord. No. 1295-98) with the following modifications:

(i). The rate for each 100 cubic feet of water used will be billed at 1.06 times the current rate established by ordinance. The multiplication factor of 1.5 will then be applied to the bill as Customer is currently outside of the City limits (i.e., $3.55 x 1.06 = $3.76 x 1.5 = $5.64 per 100 cubic feet).

C. Customer will continue to maintain the flow meter currently located at the existing flow meter station for the duration of this Agreement. The results of the flow meter will be submitted to the City each month so the City may review the data to ensure that Customer is repairing its system to address the excessive infiltration.

D. Customer will continue to upgrade its sanitary sewer system to significantly reduce infiltration into the City's system with the goal to eliminate infiltration. Customer agrees to use its best efforts to complete these repairs during the term of this Agreement, subject to legislative appropriations.

E. Once repairs are complete and the City's Wastewater Supervisor certifies that Customer no longer continues excess flow from infiltration, the City will reduce the rate charged to the rate then in effect by ordinance.

2. **Duration**. This Agreement shall run from the date when it is approved and executed by both parties until December 31, 2008.

3. **Billing**. The City will bill each of the following three (3) agencies separately, under the terms of this Agreement: (A) the Center, (B) National Guard, and (C) the Regional Network.

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

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

DATED this _____ day of March, 2007.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

CUSTOMER: North Cascades Gateway Center

_____

By: _____

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

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 8 2007

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

To: Mayor and City Council

From: STAFF RJB

Date: March 16, 2007

Re: Sewer Service to 8087 Fruitdale Road in UGA

Background

Please see the attached letter from Clayton Franklin. The reason for this request is to clean up a septic system which currently discharges waste effluent into a city roadside ditch on Fruitdale Road, just across the street from the Wildflower subdivision, just north of the Northern State entrance.

The City has looked at this situation, and while this property is in the UGA, and is in the moratorium area, it does not fall under the moratorium since there is no subdivision currently underway, and the moratorium does not apply to single family residences on existing lots.

It is a council decision as to who receives sewer service in the UGA without annexation.

It will be a separate council decision whether to allow an annexation of this and adjacent parcels to become part of the City of Sedro-Woolley in the future, once the area is removed from the sewer moratorium. There are five (5) existing lots, and a potential for approximately ten (10) lots if the larger lots were subdivided.

Recommended Action

It is recommended by the Public Works Director and WWTP Foreman that the Council allows this connection to be made in the interest of public health and safety. We recommend that the Council, by motion, **approve the connection of parcel P39340, at 8087 Fruitdale Road, to the City sanitary sewer system, due to present health and safety risks associated with a failing septic system.**

RJB:rjb

Richard J. Blair, P.E.
Director of Public Works/City Engineer
720 Murdock Street
Sedro Woolley, WA 98284

Re: 8087 Fruitdale Road, P39340

March 14, 2007

Dear Rick,

In regards to the above referenced address, it has been brought to my attention by the Skagit County Health Department, Skagit PUD #1, and the City of Sedro-Woolley that my septic system is failing and leaking into the City's drainage ditch. The County Health Department has suggested that I may be able to hook up to the City's sanitary sewer system. I am seeking your help in order to take care of this situation as efficiently and promptly as possible. I know that this is a serious health risk to my residence as well as the ones around me, and a threat to water quality downstream.

Without hooking up to the sewer system, my fear is that because the septic tank is located so close to the road, replacing it with a new tank, the gray water would still drain into the ditch. The most plausible solution that I have found would be to hook in to the City's sewer system across the street. I am hopeful that the City will allow me to hook up to the sewer system as soon as possible to rectify this situation.

The county has given me a sufficient amount of time to take care of this situation and it is greatly appreciated. The problem I run into is that I am a commercial fisherman in Alaska and leave shortly for the summer seasons.

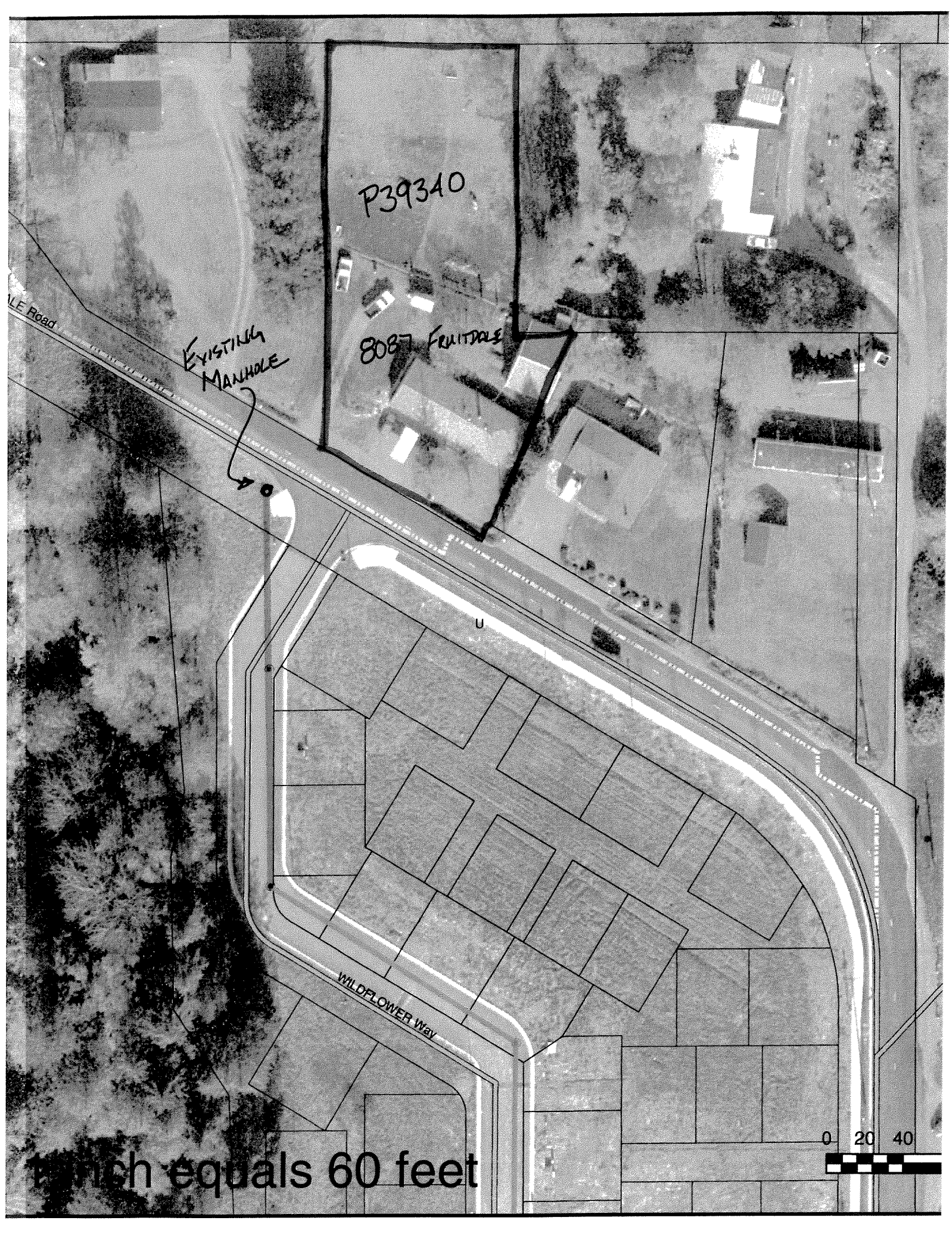
Furthermore, I understand that if allowed to hook into the City's sewer system, I will be responsible for the cost of connection and that the monthly rate will be 1.5 times the normal rate since I am located in the UGA, and not yet in the City Limits.

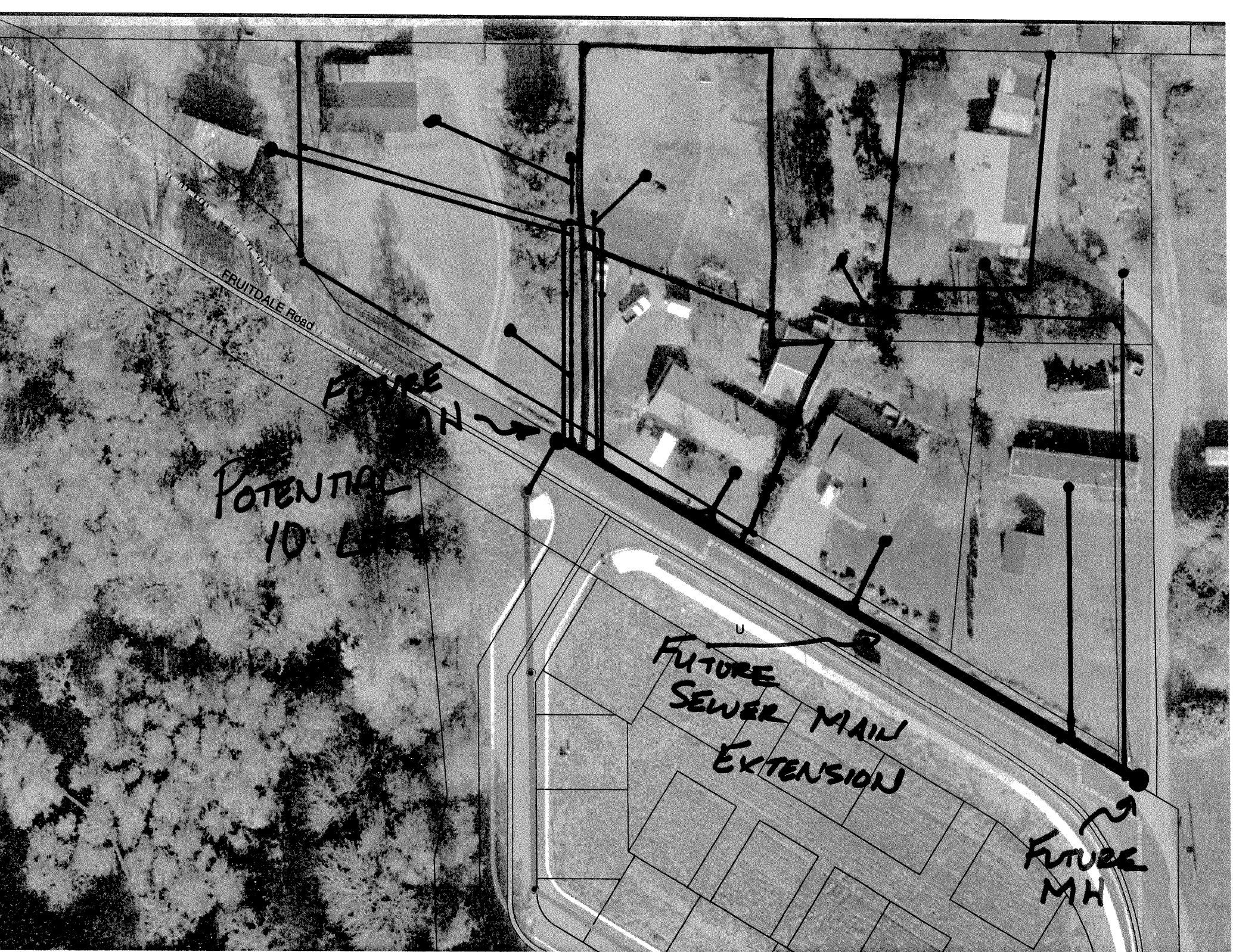
I am in the process of pursuing an annexation of this corner, which would be a logical addition to the City, and is in the UGA, and zoned R-5, and plan to proceed with this annexation plan as soon as the sewer moratorium is lifted in my area. The corner I live on is a logical annexation area, and I have been working with City staff to plan this annexation.

Thank you for your consideration of my request.

Sincerely,

Clayton Franklin


P39340
8087 FRUITDALE
EXISTING MANHOLE
LE Road
U
WILDFLOWER Way
0 20 40
inch equals 60 feet


FRUITDALE Road
FUTURE
POTENTIAL
FUTURE
SEWER MAIN
EXTENSION
FUTURE
MH

Bacus Lane Road Maintenance
Non-Profit Corporation

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 3 2007

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

March 22, 2007

Dear Mayor Anderson and City of Sedro Woolley Council Members,

The Bacus Lane Road Maintenance Association is a non-profit corporation that exists to maintain the road system that serves the Bacus Hill area residents. Our annual membership meeting is due to occur on Saturday, June 2, 2006. We are a small organization of about 30 property owners, and a very limited budget.

In previous years we were given permission to use the Sedro Woolley Community Center to hold the annual meeting. We are interested in using it again under the same arrangement. We cannot afford to pay the usual fee and are requesting that the fee be waived. We simply need to have a place to meet and conduct the business of the association for about two hours on Saturday morning. We would not need the use of kitchen facilities, and we will leave the center undisturbed and clean.

We appreciate the Council giving consideration to our request at the next council meeting. You may contact me at 360-391-0776.

Sincerely,

Diana Wehrli
Vice President

My address:
29493 E. Elk Run Dr.
Sedro Woolley, WA 98284

CITY OF SEDRO-WOOLLEY

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

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 8 2007

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

Date: March 28, 2007

To: Mayor Anderson and City Council

From: Shane Walley, PWW4, Division Supervisor
Nathan Salseina, PWW3, Team Leader

Subject: Amended Lee Johnson and Sons Construction Inc. Contract Riverfront Park – Flood Damage Repairs

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Background Information:

On February 28, 2006 we asked you to authorize the mayor to approve a contract with Lee Johnson and Sons Construction Inc. to repair damages to Riverfront Park from the result of flood waters.

Since this approval FEMA requested a meeting to mitigate damage at Riverfront Park. As a result of this meeting FEMA would like to request that the replacement pavements in this repair have a rolled edge to prevent flood waters in the future from catching the edge and lifting the pavement.

We have asked Lee Johnson and Sons Construction Inc. to amend their quote to include this additional work per FEMA's request.

Attached is an amended contract to include the additional work.

Recommended Action:

Authorize the Mayor to sign the amended contract in the amount of $23133.60

ORIGINAL

PUBLIC WORKS AGREEMENT

Riverfront Park – Flood Damage Repair

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and ____Lee Johnson & Sons Construction Inc_____, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor'' proposal (if any), project plans and technical specifications:

Riverfront Park – Repair flood damage per bid scope including additional FEMA request

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. **Definitions and Terms:**

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. **Project Manager:** The term "engineer" s understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates __Shane Walley or Nathan Salseina___ as its Project Manager. Contractor designates _____ as its Project Manager.

C. **Business License:** A City Business and Occupation License is required, and Contractor is responsible for payment of the taxes imposed thereunder.

D. **Equal Employment Responsibilities:** Contractor agrees that it shall actively solicit the employment of minority group members. Contractor further agrees that it shall actively solicit bids for the subcontracting of goods of services from qualified minority businesses. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section to the Project Manager. As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, Blacks, Women, Native Americans, Orientals, Eskimos, Aleuts, and Spanish Americans.

This subparagraph replaces section 1-07.11(1) through (10) of the General conditions. If this contract includes Federal funds, contractor must comply with the foregoing section of the General conditions.

E. **Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

F. **Bonding Requirements**: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of $25,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

G. **Insurance:** Contractor agrees to obtain liability insurance naming the City as an additional insured in amounts and in the form acceptable to the city, and to provide a Certificate of Insurance to this effect.

H. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the Traffic Engineer. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

A. The maximum payable hereunder is $ 24,000.00

B. The City agrees to pay the Contractor $ 23133.60 includes tax

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before June 30, 2007.

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: Repair flood damage per bid scope including additional FEMA request

EXECUTED, this the _____ day of _____, 200___, for the Contractor,
_____

_____
, Contractor

EXECUTED, this the _____ day of _____, 200___, for the
CITY OF SEDRO-WOOLLEY:

_____
Mike Anderson, Mayor

Attest:

_____
Finance Director

Approved as to form:

_____
City Attorney

TASK ORDER
SMALL WORKS

Date: 03/28/2007

Department / Division: Public Lands

Contractor Name and Address: Lee Johnson & Sons Construction Inc, PO Box 98, Clear Lake, WA 98235

Scope of Work: Repair flood damage per bid scope

[x]Prevailing wage form will be submitted to the department in accordance with RCW 39.12.010

[x]Contractor agrees to withholding of 50% of contract amount in accordance with RCW 39.08.010

[x]Contractor will perform work in accordance with 2007 State of Washington, Department of Transportation, Standard Specifications.

Payment Terms: _____

_____

_____

[x] Insurance attached.

[ ] Contract bond attached (for projects over $25,000).

Print Name:	Sign Name:
_____	_____
Project Manager	
_____	_____
Contractor	
_____	_____
Department Head	

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____
_____
_____
as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITYOF SEDRO-WOOLLEY** in the penal sum of $_____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 200___.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____
_____
_____
_____
(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____
Mayor

Attest:

_____
Finance Director

Approved as to form:

_____
City Attorney

_____
Principal
Title: _____

For the Surety: _____

Name: _____
Title: _____
Address: _____
_____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

_____1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

_____2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

_____3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

_____

_____

_____

_____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

_____

(Contractor's Signature) Date

_____

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

_____
Branch

_____
Attn:

_____
Street Address

_____
City, State, Zip

The undersigned _____hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is_____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

_____

_____

_____.

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____day of _____, 20____.

_____
Contractor

BY: _____
Signature & Title

_____
Address

_____
City State Zip

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

_____
Address

_____
City State Zip

ATTESTED BY:

_____
City Clerk

Approved as to form:

_____
City Attorney

The above escrow instructions received and accepted this _____day of _____, 20____.

_____
Bank or Trust Company

By: _____

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 3 2007

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

SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

Name:
Address
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

UNFINISHED BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 1 4 2007

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

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 8 2007

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

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 12

MEMO TO: City Council
RE: Interlocal for the improvement of McGarigle and Fruitdale roads with Skagit County
DATE: March 14, 2007

ISSUE: Should the Council authorize the Mayor to sign the attached interlocal with Skagit County detailing the terms and conditions of the construction of improvements to McGarigle and Fruitdale roads?

BACKGROUND: The City and the County are parties to an Annexation Agreement dated December 13, 2004 which requires the parties to jointly pay for the improvements to McGarigle and Fruitdale roads.

This Project includes reconstructing and widening (two through lanes, bicycles lanes, curbs, gutters and sidewalks) Fruitdale Road between SR-20 and McGarigle Road and McGarigle Road between SR-9 and Fruitdale Road, installing a stormwater drainage system with a facility for water quality and quantity control, and other improvements necessary to bring the roads up to current standards in accordance with the applicable design guidelines. The project boundaries are identified in Exhibit A.

The available funding for this project as of March 7, 2007 is the following:

Grants received:

Federal High Priority Projects Program (SAFETEA-LU),	$650,160
Community Economic Revitalization Board Job Development Fund, (this amount may be adjusted depending on the final project cost)	$2,227,000

Other funding committed:

Skagit County	$600,000
City of Sedro-Woolley	$600,000
Sedro-Woolley School District	$ 25,000
Janicki Industries	$127,262

Total Funding Secured (Grants and Other funding committed): $4,229,422

We are still short of the dollars needed to fully fund this project at a level that allows the City's contribution to remain at $600,000. Additional grant funds have been sought and are pending. The County is now designing the project to the specifications identified in Exhibit B which shows a road section that includes the following elements: one 11 foot wide combined sidewalk/bike path (asphalt) separated from the driving area by a 4 foot wide planter strip, one 14 foot wide lane, one 18 foot wide lane (including a 6 foot bike lane), and a 5 foot wide concrete sidewalk.

The Council will see plans for this project when the design drawings are further along. However, the Council's Public Lands Committee has been involved in the initial design discussion and will remain involved in the process.

We are now ready to proceed with the design work, right-of-way acquisition and planning for construction.

RECOMMENDATION: Motion to authorize the Mayor to sign the draft interlocal between the City and Skagit County regarding improvements to Fruitdale Road and McGarigle Road.

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 FRUITDALE ROAD AND MCGARIGLE ROAD IMPROVEMENTS PROJECT
DATE SIGNED:	_____
GRANTOR:	SKAGIT COUNTY, a political subdivision of the State of Washington
GRANTEE:	CITY OF SEDRO-WOOLLEY, a Washington municipal Corporation
COUNTY CONTRACT:	_____

INTERLOCAL AGREEMENT
BETWEEN SKAGIT COUNTY AND THE CITY OF SEDRO-WOOLLEY
FRUITDALE ROAD AND MCGARIGLE ROAD IMPROVEMENTS PROJECT

THIS AGREEMENT ("Agreement") is made and entered into on this _____day of _____, 2007, 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".

THE TERM OF THIS AGREEMENT shall remain in effect until December 31, 2011, and shall be considered fulfilled prior to that date upon the completion of the conditions stated herein.

WHEREAS, the Parties have previously entered into an interlocal agreement, dated December 13,2004 (Skagit County Contract # C20040498) regarding the annexation of certain property into the City of Sedro-Woolley (the "Annexation Agreement");

WHEREAS, pursuant to the Annexation Agreement, the Parties desire to complete a Project (defined in Section I. B., below), and desire to enter into this Agreement to formally outline the participation and responsibilities of the Parties in the Project; and

WHEREAS, the County is authorized to participate in and manage the Project pursuant to RCW 35.77.020 and RCW 36.75.240.

In consideration of the forgoing, and of the following terms and conditions, the Parties mutually agree as follows:

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 and the City for the administration and management of the Fruitdale Road and McGarigle Road Improvements 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 this federally funded Project. The Parties are not required to perform any other duties or obligation(s), except as expressly provided herein.

B. PROJECT DESCRIPTION: This Project includes reconstructing and widening (two through lanes, bicycles lanes, curbs, gutters and sidewalks) Fruitdale Road between SR-20 and McGarigle Road and McGarigle Road between SR-9 and Fruitdale Road, installing a stormwater drainage system with a facility for water quality and quantity control, and other improvements necessary to bring the roads up to current standards in accordance with the applicable design guidelines. A vicinity map is attached as Exhibit A and is included as part of this Agreement. A typical roadway cross section is attached as Exhibit B and is included as part of this Agreement.

In addition, the City has a planned sanitary sewer upgrade project along McGarigle Road. This work is not part of the Project scope, but may be added to the construction contract under a separate bid item schedule. If so, the City and the County will execute an amendment to this Agreement (or a separate interlocal agreement) to specifically address the planned sanitary sewer upgrade project along McGarigle Road. However, in the event that an amendment to this Agreement (or a separate interlocal agreement) specifically addressing the planned sanitary sewer upgrade project along McGarigle Road is executed between the parties, the City will be responsible for one hundred percent (100%) of all fees, costs, and expenses associated with the design and construction of this work, and the County will include the sanitary sewer bid items in the construction contract under a separate schedule in order to track these costs for billing purposes.

C. STANDARDS AND REFERENCES: The Project will be administered 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)
- City of Sedro-Woolley Public Works Standards
- Washington State Department of Ecology's Stormwater Management Manual for Western Washington

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 Project shall be managed by the County. However, 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 as follows:

The City shall appoint a staff member (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 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 and City will share in the total cost of the Project as set forth in the Annexation Agreement. A copy of the Annexation Agreement is attached hereto as Exhibit D, and is incorporated herein by reference. The County and City will submit grant applications to various agencies in an attempt to secure additional project funds. Any grants received

for this work shall be applied to reduce each Party's contribution by an equal dollar amount. The cost to the agency to prepare grant applications will be applied toward their share of the total cost of the Project. The total cost of the Project is defined as all related project costs 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 state and federal services. Unless otherwise provided in this Agreement, the Parties are not obligated to provide or expend any other funds, provide and/or perform any other services or other duties, unless otherwise specified herein.

In the event of a conflict between this Agreement and the Stanislaw Annexation Agreement regarding cost sharing, the provisions of the Stanislaw Annexation Agreement shall prevail.

The County will manage the Project funding and administer the grant funding. The County will be responsible for obligating federal aid funds through WSDOT Highways and Local Programs by executing the appropriate Local Agency Agreement. The County shall be responsible for processing the payment of Project related billing invoices and submitting grant reimbursements to WSDOT, and other agencies, and invoices to the City of Sedro-Woolley for the City's financial commitment.

The City shall prepare a letter to WSDOT Highways and 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.

If project-related costs cause the total cost of the Project to exceed five million dollars ($5,000,000), the County Project Manager will present the information to both agencies for review and approval by the appropriate authorities before further action is taken. A preliminary project estimate is attached as Exhibit C and is included as part of this Agreement.

D. MANNER OF FINANCING

The available funding for this project as of March 7, 2007 is the following:

Grants received:

- Federal High Priority Projects Program (SAFETEA-LU), $650,160
- Community Economic Revitalization Board Job Development Fund, $2,227,000 (this amount may be adjusted depending on the final project cost)

Other funding committed:

• Skagit County	$600,000
• City of Sedro-Woolley	$600,000
• Sedro-Woolley School District	$ 25,000
• Janicki Industries	$127,262

Total Funding Secured (Grants and Other funding committed): $4,229,422

In the event that a separate interlocal agreement cannot be reached and executed by and between the County and the Sedro-Woolley School District such that the funding previously committed from the Sedro-Wolley School District is not available for the Project, the parties then agree to be mutually responsible for providing an equal share of such funding for the Project pursuant to the terms herein.

In the event that a separate agreement cannot be reached and executed by and between the County and Janicki Industries, Inc. such that the funding previously committed from Janicki Industries, Inc. is not available for the Project, the parties then agree to be mutually responsible for providing an equal share of such funding for the Project pursuant to the terms herein.

Grants Pending:

- Transportation, Community, and System Preservation Program Grant Application, $783,840
- Skagit County Economic Development Public Facilities Distressed/rural County Sales and Use Tax, $783,840
- Safe Routes to School, $500,000

The County and City shall share equally in the actual costs for the Project incurred by the County and City, regardless of the availability of any grant funding, regardless of the availability of funding committed by third parties, and/or the amount of any cost estimates for the Project. The County and City shall be equally responsible for paying for the total actual cost of the Project.

E. 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 within two weeks of receipt at the fifty percent (50%) and seventy-five (75%) Project completion stages. The City Representative will also review and comment within two weeks of receipt on the design plans, specifications, and the cost estimate at ninety percent (90%) Project completion stage. The City Representative's review and comment will include comments from the City Council regarding the design plans at each stage of completion.

F. 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.

G. RIGHT-OF-WAY ACQUISITION AND CERTIFICATION: The County will be responsible for acquiring all the necessary rights-of-way for the Project and obtaining the Right-of-Way Certification from WSDOT Highways and Local Programs. Right-of-Way acquisitions in which the parties cannot reach an agreement on fair market value and that require imminent domain powers will be forwarded to the City for the condemnation process.

H. 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.

I. 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 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 that result in an increase in the original construction contract of ten percent (10%) or greater and arrange for input from the City. The City shall ensure a prompt response to this situation involving Major Changed Conditions in order to avoid delays to the project. The County and 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.

J. CONSTRUCTION CHANGE ORDERS: Change Orders will normally be required to address Changed Conditions. The County Project Manager shall negotiate and execute change orders. The County Project Manager will discuss these change orders with the City Representative before the documents are executed if there is an increase in the original construction contract of ten percent (10%) or greater. The County and City will 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.

K. INCREASED/DECRESED 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 if there is an increase in the original construction contract of 10% or greater.

L. 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.

M. BILLING AND REIMBURSEMENT OF COSTS: The County will be reimbursed wit h available Project funding for all eligible costs and expenses (as described in Chapter 23.5 of the LAG Manual) over the County's financial commitment incurred by the County associated with the County's performance of this Agreement (including, but not limited to the County's direct salary cost and indirect costs to perform the work described in this Agreement).

The City will be reimbursed with available Project funding for all eligible costs and expenses (as described in Chapter 23.5 of the LAG Manual) over the City's financial commitment incurred the City associated with the City's performance of this Agreement (including, but not limited to the City's direct salary cost and indirect costs to perform the work described in this Agreement).

The County shall bill the City on a monthly basis (or more or less frequently should the parties agree in writing) for reimbursement against the City's funding commitment for this project for 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.

The City will provide the County with a detail breakdown of the project related costs incurred by the City on a monthly basis. The County will include these costs in the overall Project cost.

N. STREET MAINTENANCE AND STORMWATER FACILITIES: Upon completion of the Project, the City shall be solely and separately responsible and liable for maintenance of the Project. The County does not and shall not have or retain any ownership interest in the Project and the County shall not be responsible and/or liable to the City (or any third parties) for the County's involvement with the Project.

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, 2011.

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.

The County agrees to defend, indemnify and save harmless the City, 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 City, 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 County, 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 City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City 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) 336-9400

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 AND COMPLIANCE WITH TERMS OF GRANT(S): 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: Both the County and the City 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 _____, 2007.

CITY OF SEDRO-WOOLLEY

_____
Mayor
Date _____

_____
Sedro-Woolley Attorney

_____
Sedro-Woolley Clerk

720 Murdock Street
Sedro-Woolley, WA 98284

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

_____
SHARON D. DILLON, Chair

_____
DON MUNKS, Commissioner

_____
KENNETH A. DAHLSTEDT, Commissioner

Approved:

By: _____
W. Eugene Sampley, P.E.
Director/County Engineer

By: _____
Billie Kadrmas
Risk Manager

By: _____
Trisha Logue, CPA
Budget/Finance Administrator

Approved as to Form:

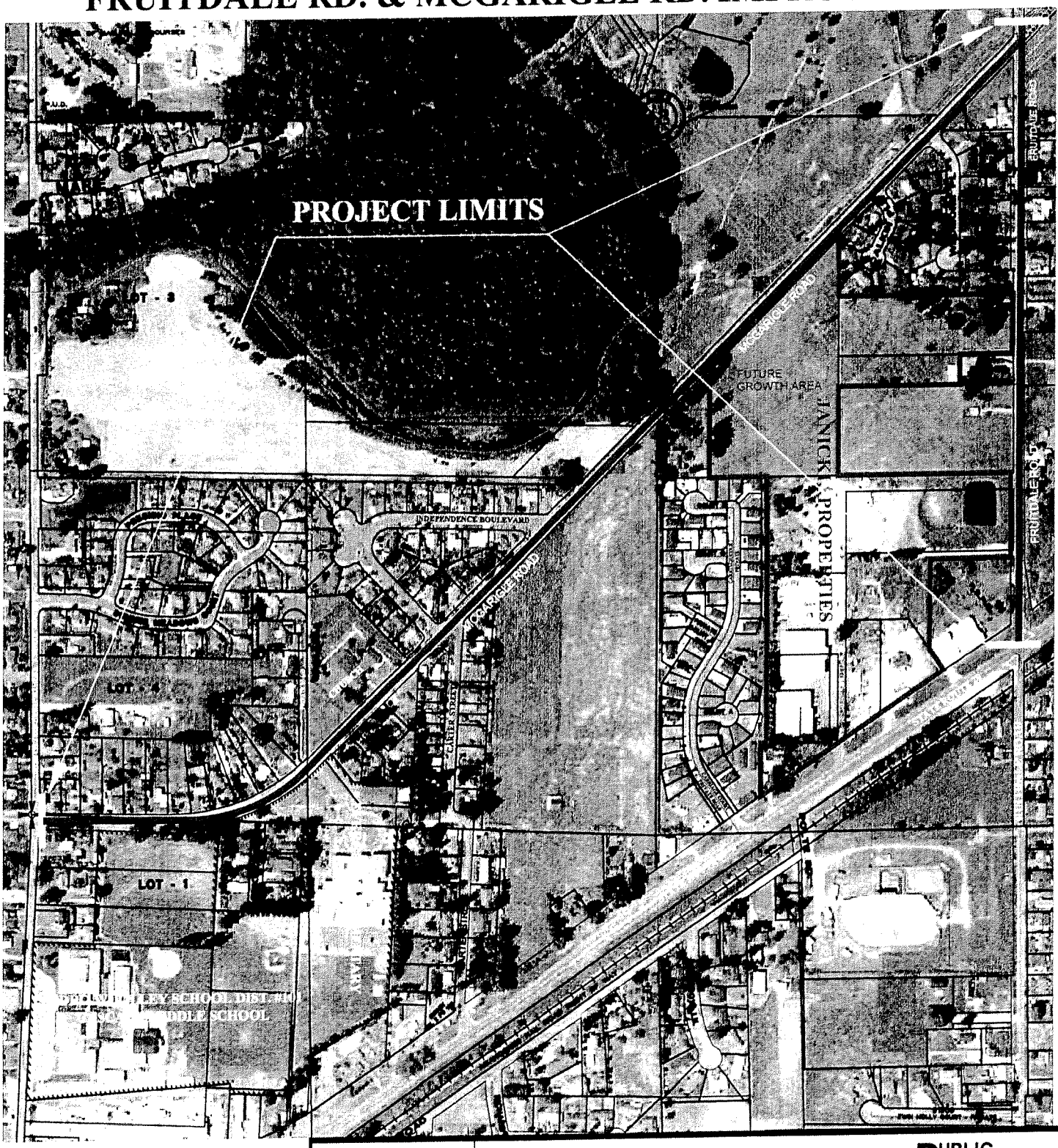
By: _____
Civil Deputy

ATTEST:

_____
JoAnne Giesbrecht, Clerk of the Board
Skagit County Board of Commissioners

EXHIBIT A

FRUITDALE RD. & MCGARIGLE RD. IMPROVEMENTS



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NW NE
W E
SW SE
S

SKAGIT COUNTY PUBLIC WORKS
MOUNT VERNON, WASHINGTON

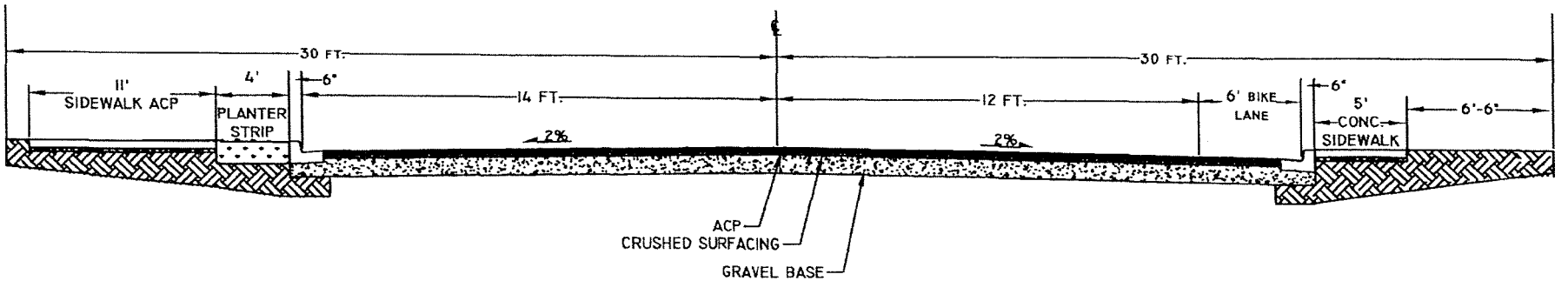
VICINITY MAP

SCALE: 1"=500'

PAGE 12

EXHIBIT B

FRUITDALE ROAD / MCGARIGLE ROAD IMPROVEMENTS



SKAGIT COUNTY	PUBLIC WORKS MOUNT VERNON, WASHINGTON	FRUITDALE ROAD AND MCGARIGLE ROAD	
TYPICAL CROSS SECTION		DATE: 3/7/07 SCALE: N.T.S.	PAGE 13

EXHIBIT C

PRELIMINARY
PROJECT ESTIMATE

SKAGIT COUNTY
CITY OF SEDRO-WOOLLEY
FRUITDALE/McGARIGLE ROAD PROJECT
PROJECT

ALTERNATE #4 - 14' Lane, 4' Landscape, 11' Walk (HMA)-North
- 18' Lane (12'+6' Bike Ln), 5' Walk (CONC)-South

DATE: March 7, 2007

ITEM NO.	DESCRIPTION	ITEM QUANITTY	UNIT	UNIT PRICE	TOTAL COST
1	MOBILZATION	1	LS	$240,000.00	$240,000.00
2	CLEARING AND GRUBBING	1	LS	$10,000.00	$10,000.00
3	CLEAN UP	1	LS	$20,000.00	$20,000.00
4	ROADWAY EXCAVATION	22,095	CY	$13.00	$287,235.00
5	GRAVEL BORROW	66,315	TN	$14.00	$928,410.00
6	CRUSHED SURFACING TOP COURSE	5,314	TN	$25.00	$132,850.00
7	HMA CLASS 1/2"	5,120	TN	$68.00	$348,160.00
8	CONC. CURB AND GUTTER	14,994	LF	$15.00	$224,910.00
9	CONCRETE SIDEWALK	4,570	SY	$32.00	$146,240.00
10	PAVEMENT MARKINGS	1	LS	$24,000.00	$24,000.00
11	STORM SEWER PIPE, 18-IN	7,762	LF	$50.00	$388,100.00
12	TYPE 1 CATCH BASIN	23	EA	$1,020.00	$23,460.00
13	TYPE 2, 48 IN. CATCH BASIN	23	EA	$2,450.00	$56,350.00
14	DETENTION PONDS	1	LS	$45,000.00	$45,000.00
15	CONTROL STRUCTURE	1	LS	$15,000.00	$15,000.00
16	WATER QUALITY UNIT	1	LS	$60,000.00	$60,000.00
17	EROSION CONTROL	1	LS	$40,000.00	$40,000.00
18	TRAFFIC CONTROL	1	LS	$200,000.00	$200,000.00
19	ROADSIDE PLANTING	1	LS	$38,000.00	$38,000.00
ESTIMATED CONSTRUCTION COST					$3,227,715.00
CONTINGENCY (20%)					$645,543.00
PRELIMINARY AND CONSTRUCTION ENGINEERING					$600,000.00
RIGHT-OF-WAY					$500,000.00
TOTAL:					$4,973,258.00

EXHIBIT "D"

SKAGIT COUNTY
Contract # C20040498
Page 1 of 12

200412140012
Skagit County Auditor
12/14/2004 Page 1 of 12 9:11AM

AFTER RECORDING RETURN TO:
SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, SUITE 100
MOUNT VERNON, WA 98273

Document Title: Interlocal Agreement Between the City of Sedro-Woolley and Skagit County Regarding the Annexation Delivery of Services and Revenue Sharing for the "Stanislaw Properties, Et Al" Annexation

Reference Number : _____

Grantor(s): [_] additional grantor names on page ___.
1. Skagit County
2.

Grantee(s): [_] additional grantee names on page___.
1. City of Sedro-Woolley
2.

Abbreviated legal description: [_] full legal on page(s) ___.

Assessor Parcel / Tax ID Number: [_] additional tax parcel number(s) on page ___.

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SEDRO-WOOLLEY AND SKAGIT COUNTY
REGARDING ANNEXATION DELIVERY OF SERVICES AND REVENUE
SHARING FOR THE "STANISLAW PROPERTIES, ET AL"
ANNEXATION

WHEREAS, the purpose of this Agreement is to ensure the continuation of high quality and uninterrupted services to the affected residents during the transition period of the "Stanislaw Properties, et al" annexation (Boundary Review Board File No. 04-10); and

WHEREAS, the City and County have determined that annexation is likely to have a financial impact, thus necessitating a funding arrangement to mitigate such impacts; and

WHEREAS, the City and County adopted the Countywide Planning Polices and entered into an interlocal agreement, which contain policies stipulating that consistent regulations and development standards are to be developed for the Urban Growth Area (UGA) and provide for joint review of development proposals within the UGA; and

WHEREAS, the City of Sedro-Woolley Comprehensive Plan (City Plan) and the Skagit County Comprehensive Plan (County Plan) have been duly adopted by each respective jurisdiction; and

WHEREAS, the City and County recognize the need to facilitate and coordinate the proper transition of services and capital projects at the time of annexation; and

WHEREAS, the City and County find it mutually beneficial and in the public interest to enter into this agreement for services to the residents of the annexation area during a period of transition and thereafter, regarding County service provision and City service provision to such area.

NOW, THEREFORE, Skagit County ("County") and the City of Sedro-Woolley ("City") do hereby agree as follows:

Section 1 - Term of Agreement: This Agreement shall be effective for a period of ten (10) years following recording with the Skagit County Auditor. Following termination, each party is responsible for any outstanding obligations it incurred under this Agreement prior to the effective date of the termination.

Section 2 - Geographic Service Area and Applicability: This agreement applies to the area approved for annexation by the Boundary Review Board in File No. 04-10, City of Sedro-Woolley; Annexation (Stanislaw), as set forth on the attached Exhibit A (map). This area is generally described as lying North of the North right-of-way (ROW) line of SR 20, West of the East ROW line of Fruitdale Road extended North to the City limits, South of the North ROW

Duplicate ORIGINAL

SKAGIT COUNTY
Contract # C20040498
Page 2 of 12

line of McGarigle Road, and East of the Western City Limits between McGarigle Road and the North ROW line of Fruitdale Road.

Section 3 - Land Use Plans and Development Regulations:

3.1 List of Permits. The County will prepare and send to the City a list detailing the status of all applications and permits contained in the Planning and Permit Center's computerized permit data base on properties located within the proposed annexation area.

3. 2 Transfer of Permits. Following annexation, the City and County will review the list of applications and permits, and agree to transfer to the City all applications that have not been determined to be complete prior to the effective date of annexation. The County shall retain and process all applications and permits that are determined to be complete prior to the effective date of annexation.

3.3 County to Solicit Comments. Prior to annexation, the County shall solicit comments from the City on land use and building permit applications that are within the proposed annexation area and provide copies of staff reports and recommendations.

3.4 Pre-Annexation Development Regulations. Prior to the effective date of the annexation, zoning, subdivision, development, and building permits shall be governed by County ordinances then in place, except as provided herein.

3.4.1. Pre-Annexation Applications. Prior to the effective date of annexation, an applicant for any zoning, subdivision, development, and building permit may apply for the desired permits from the County, under County ordinances and proceed to completion of the permitting process under said ordinances then in place, for the permits for which a complete application was filed and fee paid.

3.4.2. Alternative Process. Alternatively, at the applicant's option, the applicant may apply for the desired zoning, subdivision, development, and building permit from the City under City ordinances, in anticipation of annexation, and proceed to completion of the permitting process under said ordinances in place at the time of annexation; provided, the City may defer any portion of the permit application process until annexation is complete, or if annexation is not completed, transfer the application to the County for processing under County ordinances. The purpose of this alternative process is to avoid delay and duplication of costs and effort on the part of an applicant. The City may require the applicant to sign an agreement documenting special conditions of the permitting process as a condition for applying with the City prior to completion of annexation.

3.4.3 SEPA Regulations. The County and City shall be co-lead on any SEPA applications filed prior to the effective date of annexation. For purpose of convenience, any SEPA application shall be filed with Skagit County. The lowest categorical exemptions of either jurisdiction shall be used, but other County

SKAGIT COUNTY
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procedural regulations shall apply. This agreement shall not affect SEPA processes outside the area to be annexed.

3.5 Enforcement of Standards and Conditions. Following the effective date of annexation, the City agrees to enforce, to the extent deemed legally enforceable by the City, applicable standards and any conditions imposed relating to the issuance of a building or land use permit prior to annexation. The County agrees to make its employees available to provide assistance in the interpretation of conditions and applicable standards.

3.6 Permit Renewal or Extension. Any request to renew a building permit or to renew or extend a land use permit after the effective date of the annexation shall be made to and administered by the City.

3.7 Transfer of Financial Guarantees. All financial guarantees (e.g. performance bonds, mitigation funds, maintenance bonds or other bonds or sureties) required for a building permit, land use permit or enforcement action shall be transferred or assigned to the City after the effective date of the annexation. If the financial guarantee cannot be assigned to the City, the County will enforce the provisions of such guarantee on behalf of the City in accordance with this Agreement. The City shall have sole discretion over the acceptance of required performance and the release of said guarantees.

3.8 Permitting Fees. The applicant shall pay only the fees of the permitting jurisdiction, and shall not pay two fees for the same application. Applicants filing for permits at the County shall pay the County fee schedule, and applicants filing for permits at the City shall pay the City fee schedule. The City and County shall allocate the fees between themselves based on their proportionate share of work and expense on each application, by agreement of the parties. This division shall be made following completion of the annexation process.

3.9 Building and Building-related Permits. The types of building and building-related permits that are covered within this Agreement include but are not limited to: building permits, sign permits, excavation and grading permits, mechanical permits, plumbing permits, change of occupancy permits, tenant improvement occupancy permits, fire systems and fire sprinkler permits, and demolition permits.

3.10 Land Use Permits.

3.10.1 Land use permits defined. For the purposes of this Agreement, "land use permits" are defined as: site plan review, conditional use permits, development code variances, boundary line adjustments, planned unit developments including master planned developments, subdivisions, short plats, binding site plans, shoreline permits, home occupation permits, and critical areas permits.

3.10.2 Dedications, deeds or conveyances. If a dedication for public use (or easements) is to be made after the effective date of the annexation, such dedication shall be transmitted to the City for review and a determination of acceptance.

SKAGIT COUNTY
Contract # C20040498
Page 4 of 12

3.10.3 Final approval of subdivision, short plat and binding site plan. All final plats, short plats and binding site plans to be submitted after the effective date of annexation shall be submitted to the responsible officials designated in the City Municipal Code for a determination of acceptance.

3.11 Code Enforcement.

3.11.1 Code enforcement defined. For purposes of this Agreement, "Code Enforcement" means ensuring compliance with the Uniform Codes (including Building, Mechanical, Plumbing, Fire), Zoning Ordinance, Development Standards, Shoreline Master Program, Subdivision Code, and Critical Areas Ordinance.

3.11.2 Continuation of code violation cases. Active code violation cases will be transferred to the City on the effective date of the annexation. Any further action in those cases will be the responsibility of the City. The County agrees to make its employees available as witnesses, if necessary and at no cost to the City, in order to prosecute transferred cases.

3.11.3 Compliance Agreements. When a compliance agreement is being negotiated on property found to be in violation of Skagit County Code, the County shall inform the City Code Enforcement Officer. The City may, at its option, be a party to the development of the compliance agreement.

Section 4 – Transfer of Records: All original files of the County for building and land use permits, and fire code inspection and compliance records, within an annexation area shall remain in the custody of the County. The City may copy files on their own equipment or agree to pay for the cost of copying any requested records.

Section 5 - Roads and Transportation Systems: It is the intention of the City and County that the City will annex all roads adjacent to and within the area proposed for annexation, except for SR 20, and to work together to bring these roads up to City standards using funds from both jurisdictions. The City and County agree that they will take joint responsibility for improvement of the roads as set forth in this agreement, in lieu of collection and payment of City transportation impact fees not previously collected by Skagit County from within the annexed area pursuant to the Interlocal Agreement regarding the unincorporated UGA dated March 22, 1999, and the City, by separate agreement, will release the County from liability for uncollected transportation impact fees within the annexed area only, reserving any other claim.

Section 6 - Joint Road Construction Projects:

6.1 Annexation of Right of Way and Maintenance. The City and County agree that the entire right of way for all streets and roads adjacent to land proposed to be annexed, excluding SR 20, shall be made part of the annexation. As of the effective date of annexation, the City shall assume responsibility for the maintenance of all streets and roads included within the annexed area. The City and County acknowledge that the roads and rights of way included in the

SKAGIT COUNTY
Contract # C20040498
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annexation by the Boundary Review Board are illustrated on the attached Exhibit A, and are listed as follows:

All of Carter Road North of SR 20 and South of McGarigle Road;
All of Fruitdale Road North of SR 20 and South of the City limits;
All of McGarigle Road East of the City limits and West of Fruitdale Road;
All of Wedmore Place and Caulkins Place.

6.2 Joint Construction Projects.

6.2.1 The City and County agree that following annexation, they will jointly plan, design, and construct McGarigle Road and that portion of Fruitdale Road lying South of McGarigle Road to a design consistent with City urban design standards for a collector arterial and arterial road, respectively. (The improvements may be extended North to serve the Northern State complex by agreement of the parties.) The joint projects may include a turn lane at SR 20 and Fruitdale but shall not include signalization or work to SR 20. The projects shall include storm water facilities to the extent they are within the road ROW or serve storm water runoff from the roadway.

6.2.2 Each jurisdiction shall pay 50% of the cost of these joint projects. Any grants received for this work shall be applied to reduce each party's contribution by an equal dollar amount. The scheduling of this shall be dependant on the availability of funds. The parties agree that at this time, a ten (10) year window to complete this work appears reasonable.

6.2.3 The parties shall include these projects on their 6-Year TIPs and transportation capital facilities plans. The parties agree to develop a joint schedule of work to coincide with their availability of funds, so as to accomplish the projects within the ten (10) year window of this agreement, unless the time is extended by mutual agreement. The funding and construction schedules will be reduced to a written MOU as the project develops.

6.3 Design/Construction Engineering and Project Management. The County shall be lead project manager. Each party shall provide 50% of the cost of design and construction, engineering and project administration. It is the intention of the parties to have their staff and employees work jointly together or allocate tasks to each, to the extent that the project avails itself of such allocation. The parties intend that the specific means by which each shall provide its 50 percent share – i.e., cash or in-kind equivalents – will be resolved through the adoption of one or more additional MOU's. The parties intend that additional MOUs will be executed regarding project management, financing, contribution of labor and costs, and other matters, consistent with this agreement, as the project evolves through the design and construction phases.

SKAGIT COUNTY
Contract # C20040498
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6.4 Mitigation Funds. Funds, bonds or other sureties received for mitigation payments, transportation impact fees, transportation related SEPA mitigation payments, and other mitigation required of developers, may be applied to these joint projects by either party. Funds and contributions that have been required from developers for these specific projects shall be applied to the projects by the collecting entity. The party applying the funds or contribution shall receive credit for the application.

Section 7 - Storm Water Management Systems: If an annexed area includes drainage improvements or facilities the County currently owns, the City shall assume all ownership rights and responsibilities upon the effective date of annexation, except as provided herein. The City shall not assume ownership and responsibilities for storm water facilities owned or maintained by a separate taxing district, sub-flood control zone, or other entity that survives annexation.

Section 8 – Police and Fire Services: As provided by law, as of the effective date of an annexation, responsibility for police and fire service within the annexed area will transfer to the City.

Section 9 – Administration: This Agreement shall be administered by the City Mayor and the County Chair of the Board of County Commissioners or their respective designees.

Section 10 – Notice: Any notices to be given under this Agreement shall be personally served to or shall be mailed, postage prepaid, to:

FOR THE COUNTY:

Chair, Board of County Commissioners
1800 Continental Place
Mount Vernon, WA 98273

FOR THE CITY:

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

Section 11 - Dispute Resolution:

11.1 Panel Mediation. Disputes arising from the interpretation or administration of this Agreement shall be mediated by a panel of three people. The mediation process shall be commenced by written notice to the other party. A City representative, non-elected official, shall be appointed by the City, and a County representative, non-elected official, shall be appointed by the County. The Parties shall appoint such mediators within fourteen (14) days after service of the written mediation notice. A third mediator shall be agreed upon and appointed by the two appointed representatives. The panel of three (3) mediators shall attempt to resolve the dispute between the Parties through discussion and negotiation among the panel members. There shall be

SKAGIT COUNTY
Contract # C20040498
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presentation of evidence or argument to the panel. Decisions of the panel shall not be binding on the Parties and all discussions and negotiations among the panel members shall remain confidential and privileged. Mediation shall be completed within sixty (60) days after service of the written mediation notice. Each party shall bear the costs of its appointed mediator and one-half the costs of the third mediator appointed by the two (2) mediators.

11.2 Court: In the event that panel mediation does not resolve a dispute between the Parties, the parties agree that venue and jurisdiction for any dispute lies in Skagit County Superior Court, and that this agreement may be specifically enforced.

11.3 Governing Law. This Agreement shall be governed exclusively by the laws of the State of Washington.

Section 12 - Assignment/Subcontracting: Neither the City nor the County shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement.

Section 13 - No Third Party Beneficiary: The City does not intend by this Agreement or by any amendments or attachments to this Agreement to assume any contractual obligations to anyone other than the County. The County does not intend by this Agreement or by any amendments or attachments to this Agreement to assume any contractual obligations to anyone other than the City. There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create such rights.

Section 14 - Financial Responsibility: Except as otherwise noted in this Agreement, each party shall bear financial responsibility for its own respective share of work performed pursuant to this Agreement.

Section 15 - Waiver: No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

Section 16 - Interlocal Cooperation Act: This is an agreement entered into pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act). Its duration is as specified in Section 1.

Section 17 - Relationship to Existing Laws and Statutes: This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with the requirements of the Open Public Meetings Act, Growth Management Act, State Environmental Policy Act, Annexation Statutes and other applicable state or local law. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this Agreement, the County and City do not purport to abrogate the decision making responsibility vested in them by law.

Section 18 - Addenda and Amendments:

SKAGIT COUNTY
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18.1 Process for Future Amendments. The City and County recognize that amendments to this Agreement may be necessary to clarify or change the requirements of particular sections or update the Agreement. Any modification of or amendment to this Agreement shall be executed in the same manner as provided by law for the execution of this Agreement.

18.2 Mutual Consent. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement, shall be valid unless made in writing and formally approved and executed, as provided for in Section 27, by the duly authorized agents for both parties.

Section 19 - Applicability: The City and County agree that this Agreement shall apply to the unincorporated area generally described in the attached Exhibit A , which is incorporated herein by reference and referred to herein as the "Stanislaw Properties et al. Annexation."

Section 20 - Document Execution and Filing: The City and County agree that there shall be duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and County. Upon execution, the executed duplicate of this Agreement shall be returned to the Clerk of the Board of County Commissioners, who shall file copies of this Agreement with the Skagit County Auditor and the Washington State Secretary of State. Upon receipt by the City Clerk of the duplicate originals, each such duplicate original shall constitute an Agreement binding upon both the City and County. The Clerk of the Board of County Commissioners shall transmit one executed original to the City Clerk.

Section 21 - Indemnification and Liability:

21.1 The City shall protect, save and hold harmless and indemnify at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

21.2 The County shall protect, save and hold harmless and indemnify at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

21.3 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 or partnership 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, employees and agents 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

SKAGIT COUNTY
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party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

21.4 No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's failure to comply with RCW 82.02.020 or RCW 82.02.070.

Section 22 - Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to the framework issues for annexations covered or mentioned therein. It is anticipated that the parties will enter into subsequent interlocal agreements on specific subjects, as indicated in the text of this Agreement.

Section 23 – Severability: If any provision of this Agreement is held by a court to be invalid, either party may, at its option, terminate this Agreement on thirty (30) days prior written notice to the other party.

Section 24 - Effective Date: The effective date of this Agreement shall be 12/13/04, 2004.

AGREED TO THIS 13th OF December, 2004

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon, Mayor
City of Sedro-Woolley

Ted W. Anderson, Chairman

Don Munks, Commissioner

Kenneth A. Dahlstedt

ATTEST:

JoAnne Giesbrecht, Clerk
Board of County Commissioners

ATTEST:

Patsy Nelson, City Clerk
City of Sedro-Woolley

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APPROVED AS TO FORM:

Don L. Anderson, Chief Civil Deputy
Skagit County

Patrick Hayden, City Attorney
City of Sedro-Woolley

APPROVED AS TO INDEMNIFICATION

Billie Kadrmas, Risk Manager
Skagit County

APPROVED AS TO CONTENT:

Gary Christensen, Director
Skagit County Planning and Permit Center

Lacy Lahr, City Planner
City of Sedro-Woolley

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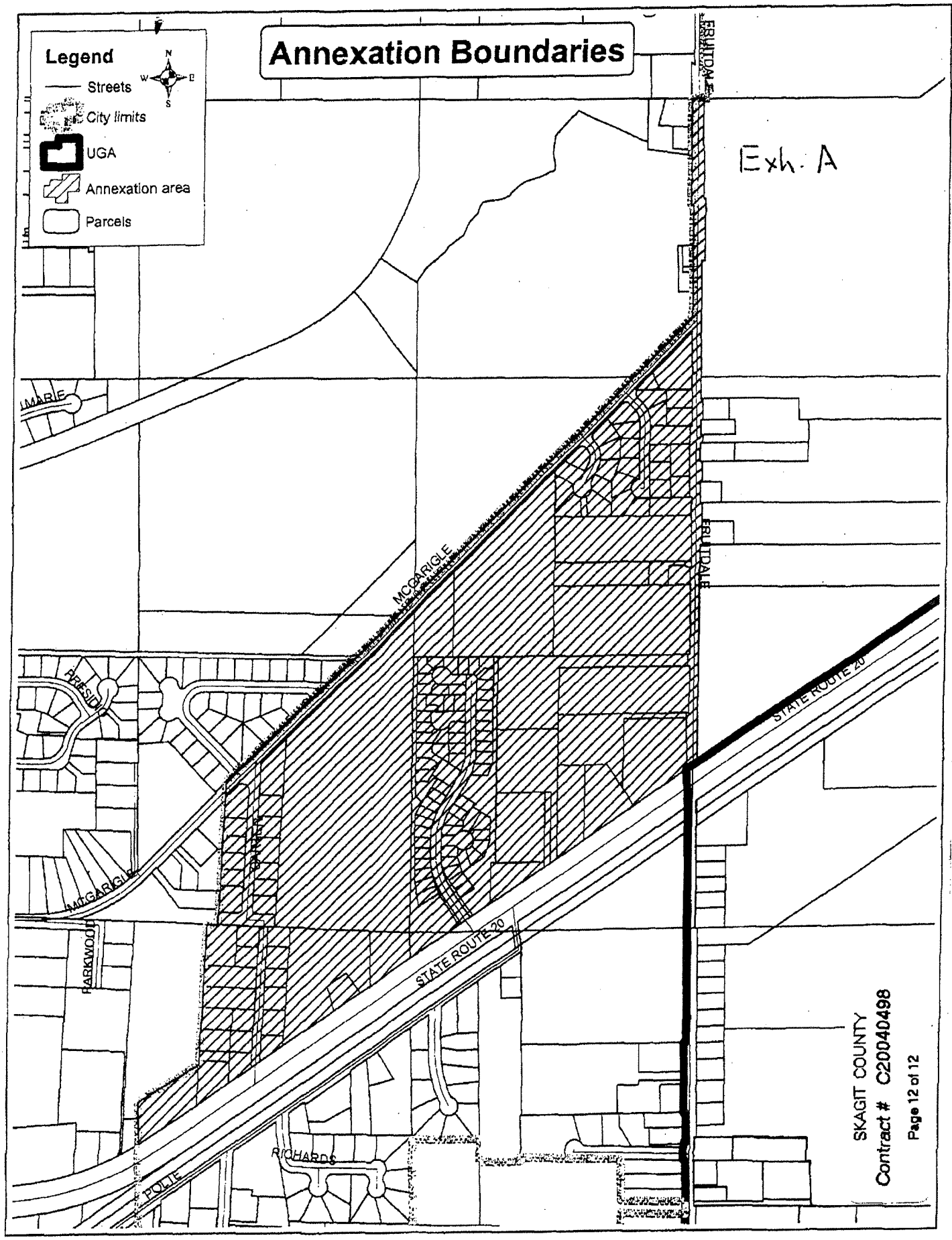
Annexation Boundaries
Legend
Streets
City limits
UGA
Annexation area
Parcels
N
S
E
W
Exh. A
FRUITDALE
MCGARIGLE
PRESIDIO
STATE ROUTE 20
PARKWOOD
RICHARDS
POLIE
SKAGIT COUNTY
Contract # C20040498
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CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 8 2007

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

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: Hodgin Street Right-of-Way
DATE: March 28, 2007

ISSUE: Should the Council authorize the Mayor to sign an Agreement for Conveyance of Hodgin Street Right-of-Way and to accept the conveyance of Hodgin Street?

BACKGROUND: This item returns to your agenda after being corrected following Councilman Requa's observation that the originally proposed deed did not match what was actually built. It is my understanding that the corrections have been made and the school is ready to deed the Hodgin Street right-of-way to the City pursuant to the attached agreement. The only unusual feature of this conveyance is that the School is retaining a reversionary interest in the right-of-way in the event the City stops using it for public purposes.

RECOMMENDATION: Motion to authorize the Mayor to sign an Agreement for Conveyance of Hodgin Street Right-of-Way with the School District and to accept the conveyance of Hodgin Street.

AGREEMENT FOR CONVEYANCE OF HODGIN STREET RIGHT-OF-WAY

1. Parties.

Pursuant to RCW 39.33.010 and .020 The Sedro-Woolley School District No. 101 ("District") and the City of Sedro-Woolley, a Washington Municipal Corporation ("City") hereby agree as follows:

2. Background and Agreement

A. The City originally adopted the Cook-Trial sub-area transportation plan to provide public access between Rhodes Road, SR-20, Trail Road, and Cook Road. At the time the plan was adopted, this area was characterized by commercial and residential use, and by public recreational fields. Subsequent to adoption of the sub-area plan, the District purchased the bulk of the residential property for use as a school site in the future. This purchase required the City to modify its plans for a transportation network, first, to avoid negatively impacting the District properties, and second, to provide transportation access to the planned District facilities.

B. As part of the realignment of the roadway, the City purchased and obtained commitments from adjacent owners to provide alternative right-of-way for $180,000 to facilitate the District's plans.

C. The District acquired Hodgin Street at the time that it acquired other property for development. Hodgin Street is subject to other easements, and while it provides necessary access to District property, its ownership as a private road has inherent risks and obligations to the District, which the District can avoid by conveying the Hodgin Street right-of-way to the city.

D. The District has not completed any SEPA process for the expansion of its recreational fields East of Janicki fields, nor for the construction of additional planned school faculties.

E. The District has not established a time-line for the construction of school facilities within the sub-area.

F. Hodgin Street and the anticipated connection to the Cook/SR-20 arterial will provide part of the necessary public transportation access for future expansion of the recreational fields and the construction of additional school facilities in the area between Cook Road, Trail Road, and SR-20.

G. The complete impact of transportation and utility needs for school facilities on City infrastructure cannot be calculated until completion of a traffic study in conjunction with a complete application. The District is not prepared to proceed with an application at this time.

H. Immediately upon conveyance of the Hodgin Street right-of-way from the District to the City, the City shall allow public use of the right-of-way as a city road and shall maintain it as such.

4. Mutual Benefit. The parties find that the following conditions provide mutual benefit from the conveyance of Hodgin Street right-of-way from the District to the City:

A. The conveyance of Hodgin Street right-of-way from the District to the City will provide public access to District property, mitigate the impacts of present and future District projects on the public transportation network, relieve the District of the burden and liability of maintaining public access, and is likely required for future development of District property, in any event.
The benefit to the District of having public transportation and utility access to its land per the terms of this agreement eliminates the need for the District to continue to own Hodgin Street as a private roadway.

B. The City receives benefit from acceptance of this right-of-way through the completion of an element in its Cook-Trail Sub-Area Transportation Plan. This right-of-way will connect to planned corridors connecting SR20 and Cook Road, which will be used for future District access to its property, for safe bus transportation of students, and for public safety.

5. Conveyance. For the benefits described herein the District agrees to convey to the City the road right-of-way described on the attached Quit Claim Deed and which is depicted on the sketch attached thereto, for purposes of public road and utility right-of-way.

6. Acceptance. The City agrees to accept on the foregoing terms the conveyance referred to above for use as a public street and utility right-of-way, and to maintain Hodgin Street as a public street as a condition of this conveyance. The City accepts the conveyance in fee simple, subject to a reversionary clause benefiting the District if the right-of-way ceases to be used as a public street and utility right-of-way.

Dated this ___ day of _____, 2007.
Sedro-Woolley School District No. 101

By: _____

City of Sedro-Woolley, a Washington
Municipal Corporation

By: _____

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me _____ to me known to be the _____ of the Sedro-Woolley School District No. 101 described herein, and who executed the within and foregoing instrument on behalf of said municipal corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2007.

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

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me _____ to me known to be the _____ of the City of Sedro-Woolley described herein, and who executed the within and foregoing instrument on behalf of said municipal corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2007.

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

QUIT CLAIM DEED

The Grantor, **Sedro-Woolley School District No. 101**, Pursuant to and subject to that certain AGREEMENT FOR CONVEYANCE OFF HODGIN STREET Right-of-Way, a copy of which is attached hereto, and not for monetary consideration, conveys and quit claims to the **City of Sedro-Woolley**, a Washington Municipal Corporation, the following described real estate (the "Property") situated in the County of Skagit, State of Washington:

> The portion of the Northwest ¼ of the Southeast ¼ Section 23, Township 35 North, Range 4 East, W.M., more particularly described as follows:
>
> Commencing at the Southwest corner of said Northwest ¼ of the Southeast ¼ said Section 23; thence North 89 degrees 10'26" East along the South line of said Northwest ¼ of the Southeast ¼, **497.43** feet to the true point of beginning; thence continuing North 89 degrees 10'26" East, 809.25 feet to the West right of way line of Trail Road; thence North 00 degrees 24'43" West along said West right of way line, **50.00** feet; thence South 89 degrees 10'26" West, **615.76** feet to a point of curvature; thence along the arc of a curve to the left having a radius of **225**.00 feet through a central angle of **28 degrees 45'30"** an arc length of **112.93** feet to a point of **reverse curvature**; thence along **the arc of a second curve to the right having a radius of 185.45 feet through a central angle of 11 degrees 11'21" an arc length of 36.22 feet to a point of compound curvature; thence along the arc of a curve to the right having a radius of 175.02 feet through a central angle of 17 degrees 26'28" an arc length of 53.28 feet** to the true point of beginning.

This conveyance is for purposes of providing public right of way, drainage and utilities only, and not for purposes of constituting a separate building lot. In the event the Property ceases to be used for public right of way, drainage and utility purposes, ownership shall revert to Grantor or Grantor's successors in interest.

DATED this _____ day of _____, 2007.

SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101

By _____

Title: _____
Attest:

_____

Clerk of the Board

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me _____ and _____ to me known to be the _____ and _____ of the Sedro-Woolley School District No. 101 described herein, and who executed the within and foregoing instrument on behalf of said municipal corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

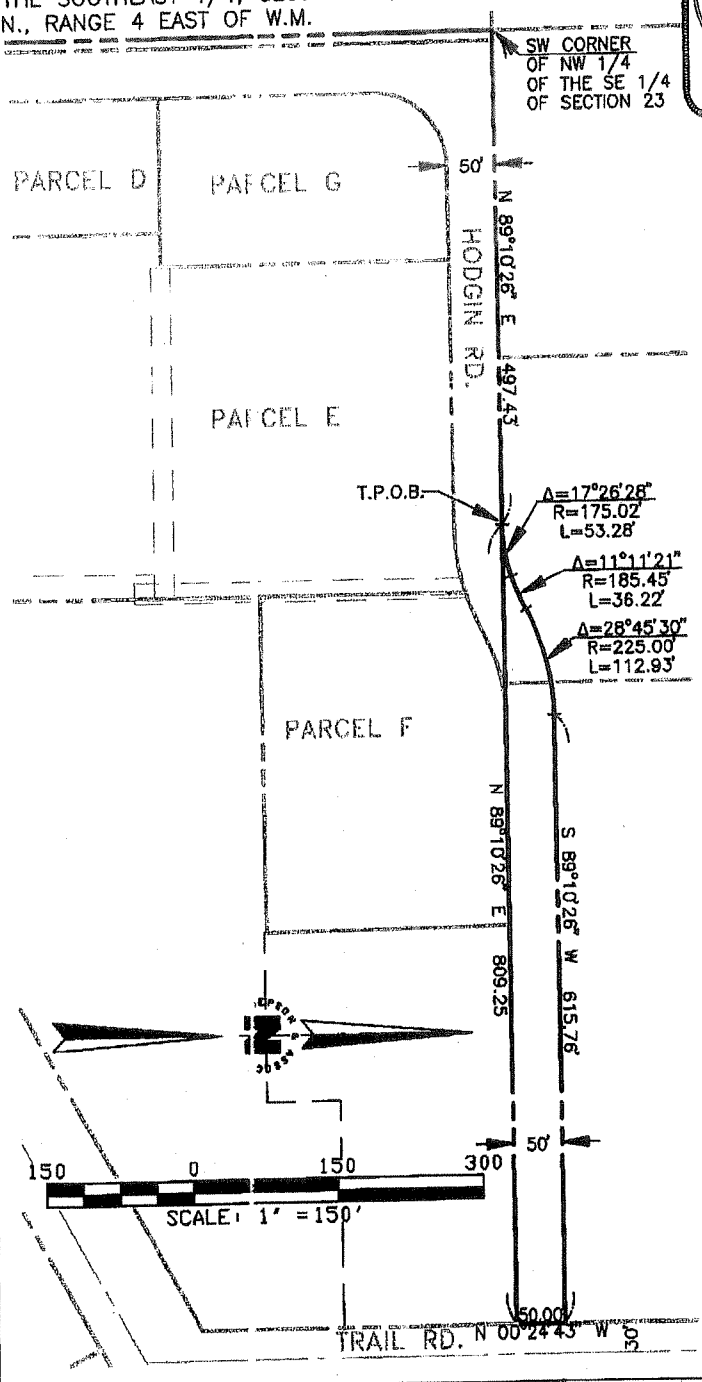
Given under my hand and official seal this _____ day of _____, 2007.

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

HODGIN ROAD EXHIBIT

BEING A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 23, TOWNSHIP 35 N., RANGE 4 EAST OF W.M.

RONALD T. JEPSON
STATE OF WASHINGTON
9361
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 1/25/2008



JOB NAME: GATEWAY BSP	DRAWN BY: KDR	CHECKED BY: R.T.J.
	SCALE: 1'=150'	DATE: 3/14/2007
LOCATION: SEDRO-WOOLLEY	RONALD T. JEPSON & ASSOC.	
JOB NUMBER: 00050	222 GRAND AVE. SUITE 'C' BELLINGHAM, WA. 98225 PH. 733-5760 / FAX. 647-8939	

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 2 8 2007

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

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

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 8 2007

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

Memorandum

To: Mayor Mike Anderson and City Council

From: Rick Blair, Director of Public Works/City Engineer

Date: February 23, 2007

Re: Professional Services Agreement
Certified Land Services Corporation

Background Information:
We would like to use Certified Land Services Corporation in acquiring property or property rights owned by Burlington Northern and Santa Fe Railway Company (Burlington Northern).

Property rights are necessary for the realignment of the intersection located at Northern Avenue, Polte Road and Township Street. The City would also be able to move forward in improving the sanitary sewer line and trail located at this intersection.

Recommended Action:

Authorize Mayor Mike Anderson to sign a "Professional Services Agreement" with Certified Land Services Corporation not to exceed $12,000 as outlined in the attached agreement and scope of work.

PROFESSIONAL SERVICES AGREEMENT No. 07 - _

(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 28th day of February, 2007, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and Certified Land Services Corporation whose address is Attn: Kristin Butterfield, 4535 44th Ave SW, Seattle, WA 98116, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as acquiring property or property rights that are requested by the City.

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

These services shall include:

[x] see Attachment A, the "Scope of Work"; or

---

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[ ] On or before _____

[x] As soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

[ ] Completed not later than _____

[ ] Pursuant to the schedule set forth on Attachment _____, the "Schedule of Work."

4. Delays and Extensions of Time.

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

5. Compensation and Schedule of Payments.

City shall pay the Contractor

[ ] $_____ per _____, plus an additional sum for costs as normally billed by professionals in the business, including mylars, extra-ordinary postage, copying and transportation, together with applicable sales tax, if any.

[x] pursuant to the schedule set forth on Attachment A, the "Cost estimate."

[x] $ 12,000 is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.

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

6. Ownership of Records and Documents.

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

7. Termination.

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

a) Material violation of this agreement.

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

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

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

D. This agreement shall terminate on the date indicated in (3) above or December 31, 2009, whichever is later.

8. Evaluation and Compliance with the Law.

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

9. City Business and Occupation License.

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

10. Liability and Hold Harmless.

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

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

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

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

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

12. Amendments.

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

13. Scope of Agreement.

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

14. Ratification.

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

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

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

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

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

DATED this _____ day of _____, 20___.

CITY OF SEDRO-WOOLLEY
A Washington Municipal Corporation

By: _____
Mayor

Attest:

_____
City Clerk

CONTRACTOR:

_____

By: _____

C E R T I F I E D

L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: **City of Sedro Woolley Northern Ave., Polte Rd. & Township St. Intersection Realignment & Sanitary Sewer Line**

Project Overview.

The project consists of acquiring property or property rights in fee, permanent easement or right of way permits on portions of 2 adjacent parcels owned by Burlington Northern & Santa Fe Railway Company ("Burlington Northern").

This scope of work includes the initial determination of Burlington Northern's willingness to sell the required property to the City of Sedro Woolley in fee or permanent easement, and if so, completing the acquisition. If acquisition in fee is not feasible, the scope will consist of acquiring right of way permits from Burlington Northern.

There is no relocation of persons or personal property on this project.

This project is funded with State Public Works Trust Funds requiring strict adherence to Federal Highways Administration policies and procedures as well as all applicable federal, state and local laws including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and it's amendments, 49CFR Part 24, and state Revised Statutes. Work will be in accordance with the WSDOT Local Agencies Guidelines and by reference the WSDOT Right of Way Manual parts 1 & 2.

CERTIFIED will work closely with all project stakeholders including project managers and staff, engineering project managers and designers, property owners and their representatives and the public.

It is the intention of the consultant to have a project that is certification ready by the time of completion of the task. CERTIFIED staff will work closely with the city to ensure acquisition work is done in accordance with the schedule to ensure timely delivery of completed work product.

C E R T I F I E D

L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sedro Woolley Northern Ave., Polte Rd. & Township St. Intersection Realignment & Sanitary Sewer Line

TASKS
Task 1 - Project Management Assumptions: • The city will act as general right of way project manager. • CERTIFIED will provide staff management/advisory time for its staff, but will not consider itself in any way the project manager for the project. 1.1.1 Prepare a project schedule for the right of way phase. Monitor and update the schedule as needed. 1.1.2 Prepare and submit a monthly progress report that will include identification of work performed in the previous month's schedule, measures for mitigating schedule slippage, if necessary, and identification and discussion of potential problems that may arise, including issues resolution. 1.1.3 Manage quality in coordination with the prime's Project Manager. 1.1.4 Submit detailed monthly invoices.
Task 2 - Preparation • CERTIFIED staff will review all documents, files, maps, title reports, legal descriptions and other information provided. Errors, questions and clarifications will be reviewed and discussed.
Task 3 - Appraisal Assumptions: • Appraisals will be necessary if property is acquired in fee or easement. 3.1.1 CERTIFIED will hire and manage appraisers who will provide full narrative before and after appraisals for parcels.
Task 4 - Appraisal Review • Appraisal reviews will be necessary if property is acquired in fee or easement. 4.1.1 CERTIFIED will hire and manage review appraisers who will provide review services for any parcels being appraised. • The city will set just compensation from which offers to the property owners will be made.

C E R T I F I E D

L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sedro Woolley Northern Ave., Polte Rd. & Township St. Intersection Realignment & Sanitary Sewer Line

Task 5 – Administrative

5.1.1 CERTIFIED will provide signature ready legal documents that will be used to convey fee rights for all parcels.

5.1.2 The city will provide title commitments for each parcel with Schedule B showing exceptions listed.

5.1.3 The city will provide all legal descriptions.

5.1.4 The city will provide approved right of way and or exhibit maps for the project.

5.1.5 CERTIFIED staff will maintain all records, files, documents and reports in accordance with statutory and city guidelines and regulations.

5.1.5 CERTIFIED will provide the city with written status reports on a monthly basis and will provide verbal status reports on demand, as requested.

5.1.6 CERTIFIED will provide the city with a password to a secured web based FTP site for access to real time status reports and document files.

Task 6 - Negotiation

Assumptions:

- CERTIFIED agents will act in good faith at all times.
- CERTIFIED staff will never coerce owners in an attempt to settle parcels
- CERTIFIED will provide Administrative Settlement Letters for all requested administrative settlements to be reviewed and approved by the city.
- CERTIFIED staff will work whatever hours are necessary, including evenings and weekends, to make themselves available to owners and their representatives.

6.1.1 CERTIFIED will prepare offer letters for all parcels.

6.1.2 CERTIFIED agents will make at least 3 personal contacts with each owner with the intent of reaching settlement for the conveyance of property or property rights needed from each parcel. As many contacts as needed to reach settlement will be made, until it is mutually agreed between the city and CERTIFIED that negotiations should be suspended or given to the city Attorney to pursue eminent domain actions.

6.1.3 CERTIFIED staff will explain the city's offer verbally and in writing.

6.1.4 CERTIFIED staff will provide detailed written diaries for each parcel.

6.1.5 CERTIFIED staff will transmit organized parcel files containing all pertinent information, documents, forms, diaries, and Disclaimer Statements.

6.1.6 CERTIFIED will prepare all documents and files in strict adherence to federal and statutory regulations, rules and laws.

6.1.7 CERTIFIED staff will prepare a condemnation summary memo for any parcel that the city deems it is necessary to acquire through the exercising of its power of eminent domain.

Task 6 – Relocation

Assumptions:

- There are no relocations on this project.
- Sign relocations, if any, will be considered cost to cure items addressed in appraisals and negotiations.

C E R T I F I E D

L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sedro Woolley Northern Ave., Polte Rd. & Township St. Intersection Realignment & Sanitary Sewer Line

Task 7 - Closing and Conveyance

Assumptions:

- Title Clearance is not required on parcels valued under $10,000 according to state and federal funding source requirements.
- CERTIFIED will clear any liens and encumbrances that are in conflict with the city's intended use of the right of way acquired to ensure certification and that there are no conflicts of ownership or use of the land required during construction.
- The city will pay property owners and/or lienholders/encumbrancers for any property or property rights acquired through the closing process.

7.1.1 CERTIFIED staff will review title for each parcel.

7.1.2 CERTIFIED will prepare any documents needed for clearing any liens or encumbrances as noted above.

7.1.3 CERTIFIED will provided the city with complete files at the close of negotiations for each parcel. Included in our transmittal packages will be conveyance documents ready for the city to record.

COST ESTIMATE

This proposal is based on charging only for those hours worked. The outline of tasks and hours provided above are a guide to our understanding and approach to work.

PROJECT MANAGEMENT

Senior Project Manager 8 hours @ $154 per hour = $1,232

NEGOTIATION

Senior Acquisition Agent: 80 hours @ $95 per hour = $7,600

Administrative Support 4 hours @ $55 per hour = $220

TITLE CLEARANCE

Senior Acquisition Agent: 15 hours @ $95 per hour = $1,425

TITLE REPORTS/PAYMENT TO OWNERS

Title Reports will be provided by the city and are not included in this cost estimate. The overall project scope of work calls for the city pay directly for payments of just compensation to the property owners.

APPRAISAL

Appraisal cost estimates will be obtained if acquisition is to be in fee.

APPRAISAL REVIEW

Appraisal Review cost estimates will be obtained if acquisition is to be in fee.

REIMBURSABLES

In addition to the above costs, reimbursable costs such as mileage, postage, phone and fax charges, or other reasonable costs will be billed at straight cost.

Estimated Reimbursables = $1,000

TOTAL ESTIMATED COSTS = $11,477

C E R T I F I E D

L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sedro Woolley Northern Ave., Polte Rd. & Township St. Intersection Realignment & Sanitary Sewer Line

NOTE:
IT IS OUR COMMITMENT TO PROVIDE YOU WITH EFFECTIVE AND COST EFFICIENT SERVICE. SINCE WE WERE ASKED TO PROVIDE A NOT TO EXCEED COST ESTIMATE, WE HAVE PROVIDED THIS ESTIMATE FOR YOUR BUDGETING PURPOSES. ALTHOUGH IT CANNOT BE GUARANTEED, IT IS OUR GOAL TO DELIVER THIS PROJECT WELL WITHIN THE ABOVE TOTAL ESTIMATED COSTS. WE WILL UNDER NO CIRCUMSTANCES EXCEED THIS ESTIMATE WITHOUT YOUR FULL CONSENT AND APPROVAL.

BILLS WILL BE SUBMITTED BY THE 10TH OF EACH MONTH. STATUS REPORTS AND EXPENSE REPORTS WILL BE SUBMITTED WITH EACH INVOICE.

Authorization

The scope of services and contractual conditions as described in this proposal are accepted and CERTIFIED Land Services Corporation is authorized to proceed.

By _____ _____

Signature* **Printed Name**

For _____ _____

Firm/Municipality* **Date**

*Name of person with contractual authority and firm responsible for payment of CERTIFIED Land Services Corporation billing.

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

MEMO:

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 3 2007

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

To: City Council

From: Jack Moore
Planning Director & Building Official

Subject: Proposed sign ordinance

Here is some additional information regarding the research that was done prior to drafting our proposed sign ordinance revisions.

Please let me know if you have any questions.

Jack

Staff Report
Sign Ordinance Update - Ch. 17.40 SWMC

In the Matter of:

Revisions to Chapter 17.40 SWMC – City of Sedro-Woolley Sign Ordinance

Sign Ordinance Update – Staff Report

Summary of Proposal

As a result of a number of citizen comments and complaints about signage (especially temporary signage) in the City of Sedro-Woolley and the Code Enforcement Officer's experiences enforcing the Sign Ordinance in the field, the Planning Department requested that the Planning Commission hold a series of public hearings to hear input from the community on the issue. To date, the Planning Commission has held two public hearings on the Sign Ordinance. After hearing the comments of staff and the community at those hearings, reviewing the current city sign code, usage, and enforcement, the Planning Commission has recommended minor changes to Chapter 17.40 SWMC – the City's Sign Ordinance. These changes are attached as Exhibit A. The Planning Commission's final recommendations will then be forwarded to the City Council for the Council's consideration.

FINDINGS OF FACT

1. In response to several complaints received by the Planning Department and the Code Enforcement Officer concerning signs in the City, the Planning Department asked the Planning Commission to receive public input on the matter.

2. A public hearing was scheduled for December 19, 2006 to take testimony on the sign ordinance. The hearing served as a forum for the community to provide input to the Planning Commission about the current sign ordinance so as to assist staff in its efforts to fine tune the ordinance to meet the goals of the community and local business owners.

3. Staff prepared a document titled *Sedro-Woolley Sign Ordinance Review* (Exhibit B) for the December 19, 2006 public hearing. Staff also provided the Planning Commission a document written by the City of Spokane Valley's City Attorney that addresses legal issues surrounding sign codes titled *Sign Code Issues* (Exhibit C).

4. Staff does not suggest that the Planning Commission review the *Sedro-Woolley Design Standards and Guidelines* that are used for review of signs and other projects in the Central Business District (CBD). Those guidelines are adopted under Chapter 15.44 SWMC and not currently up for revision. The concerns about signs have not revolved around the design of signs in the CBD. The proposed revisions will affect only Chapter 17.40 SWMC.

5. In an effort to involve as many local business owners and concerned citizens as possible, staff published notice of the hearing in the Community Calendar section of the December 7, 2006 Courier-Times, notified the Chamber of Commerce and personally invited many local business owners of the December 19, 2006 Planning Commission hearing.

6. At the December 19, 2006 hearing, staff made a presentation explaining the issues and complaints concerning the sign ordinance. In that presentation staff pointed out some, but not all, of the issues that had surfaced, including: problems enforcing the temporary sign section of the ordinance, signs for businesses no longer in operation, and sidewalk signs. No members of the public at large commented during the open public hearing.

7. The Planning Commission discussed the topics mentioned by staff and produced recommended changes to Chapter 17.40. The public hearing was held open until the next Planning Commission meeting (January 16, 2007) in hopes to solicit more public input.

8. On December 27, 2006 the Courier-Times ran a front page article about the December 19th hearing, the proposed changes to the sign ordinance, an announcement that the Planning Commission will be holding another hearing on the subject on January 16, 2007 and gave information where written comments can be sent.

9. On January 10, 2007 the Courier-Times ran an editorial concerning the proposed sign ordinance changes and again announced that the Planning Commission will be holding another hearing on the subject on January 16, 2007 and gave information where written comments can be sent.

10. On January 16, 2007 the Planning Commission held a second public hearing to hear public input on the current sign ordinance and the proposed changes to said ordinance. Staff presented revised language for Chapter 17.40.

11. One comment was received during the open public hearing from Ginger Cutler, owner of Gen-X Signs. Mrs. Cutler spoke about sandwich board (sidewalk signs) sizes and spoke in favor of allowing temporary signs to remain unregulated. No other public comments were received during the public hearing portion of the meeting.

12. The Planning Commission discussed the public input and the language of the proposed changes to Chapter 17.40. The language was fine-tuned and staff was requested to bring a final revision of the changes to the next Planning Commission meeting on February 20, 2007.

13. the February 20th Planning Commission meeting was advertised in the Courier-Times as a public hearing where input on the sign ordinance would be discussed once more before final recommendations are forwarded to the City Council. The hearing was advertised in the February 14, 2007 Courier-Times.

CONCLUSIONS

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

1. Sedro-Woolley Municipal Code (SWMC) 2.90.010C(5) – Type V Legislative Actions applies to this project.

2. Due process for public notification and public input as required for Type V actions has been followed per Chapter 2.90 SWMC.

3. The Planning Department presents the changes to Chapter 17.40 SWMC – the Sedro-Woolley Sign Ordinance as directed by the Planning Commission as the attached Exhibit A.

PLANNING DEPARTMENT RECOMENDATION

Based upon the foregoing, the Planning Department recommends the revisions shown in Exhibit A.

John Coleman, Associate Planner Date: 2-13-07

Some sections were rearranged or renumbered to include the new sections. As compared to the existing Sedro-Woolley city ordinance:

- Type that is underlined is new language.
- Type that is ~~strikethrough~~ is deleted language.
- Underlined type also includes sections that have been moved to improve organization, such as proposed paragraph 17.40.010(D), which is present in the current ordinance but in a different section.

Exhibit A

Sedro-Woolley Sign Ordinance

Chapter 17.40
SIGNS

17.40.010 ~~Intent~~General Provisions.

The intent of the sign regulations is to provide businesses and organizations an opportunity to advertise while minimizing sign clutter along the city's roadways. Signs along the two state highways shall be designed in a manner that is consistent with the guidelines for state scenic highways, either existing or as subsequently developed.

A. No sign shall be erected or employed ~~which~~that:

~~A~~1. Impairs scenic views or the appearance of the surrounding area;

~~B~~2. Creates traffic hazards by blocking vision or causing excessive diversion of attention;

~~C~~3. Is structurally incapable of withstanding stresses to which it is likely to be subjected;

~~D~~4. Contains flashing or uncomfortably intense light;

~~E~~5. Is designed to attract attention through mechanical or wind-generated movement; or

~~F~~6. Is employed without consent of the property owner~~.~~; (Ord. 1451-03 § 7, 2003; Ord. 1013 § 3.02.01, 1985)

[7. Is a festoon, banner, or pennant type sign.]

B. Obsolete signs must be removed within 90 days of the change in business or offering. An "obsolete sign" is defined as any sign that advertises a business, product, or service that is no longer available or, for on-premises signs, no longer located on the same site on which the sign is posted.

C. Size of signs includes the surface area, spaces and voids within a perimeter that connects the outer-most points of the signs lettering or devices, measured on the plane(s) to which the sign is oriented. Both sides of double-faced signs, such as projecting freestanding or sandwich board signs with information on both sides, shall be counted. Frames or supports containing information or constituting integral design elements shall also be included.

D. Except in residential areas, where only external illumination is allowed, signage may be either externally illuminated or have only letters internally illuminated. All lighting shall be directed so as not to shine onto adjacent residential properties or into the night sky.

17.40.020 ~~Size~~ Permanent On-Premises Signs~~restrictions~~.

~~A. All signage must either be externally illuminated or have only letters internally illuminated.~~

~~B~~A. In the residential zones, signs shall be limited to a total combined size of five square feet or one percent of the gross floor area of buildings, whichever is greater. ~~Illumination shall be limited to external illumination only. All lighting shall be directed so as not to shine onto adjacent residential properties.~~

~~C~~B. In all other zones, the following ~~size~~ limitations ~~applies~~apply:

1. All freestanding signs shall be ground oriented~~, not to exceed fifteen feet in height~~. Each sign's area may ~~Area requirements shall~~ not exceed two percent of the gross floor area of the buildings nor two hundred square feet total surface area, whichever is less. Though uses or business may overlap spatially, gross floor area shall not be claimed more than once in computing allowable size of signs. See also SWMC 17.40.010(D).

2. Facade signs must meet the size requirements listed below. ~~Signs must either be externally illuminated or have only letters internally illuminated.~~

Maximum sign area:

Facade Area	Maximum Sign Area
Less than 100 sq. ft.	15%
100—199	13%
200—499	10%
500—999	10% or 75 sq. ft. maximum, whichever is less
1,000—1,499	9% or 100 sq. ft. maximum, whichever is less
1,500—2,999	8% or 150 sq. ft. maximum, whichever is less
3,000 or greater	6% or 200 sq. ft. maximum, whichever is less

Maximum letter size for primary signs:

Distance from Primary Street	Maximum Letter Size
Up to 10 ft.	12 inches
10—25	18 inches
25—50	24 inches
50—100	36 inches
Over 100	48 inches

~~D. Size of signs includes the surface area, spaces and voids within a perimeter that connects the outer most points of the signs lettering or devices, measured on the plane(s) to which the sign is oriented. Both sides of double faced signs, such as projecting freestanding or sandwich board signs with information on both sides shall be counted. Frames or supports containing information or constituting integral design elements shall also be included.~~

3. Freestanding signs may not exceed 15' in height as measured from the centerline of the adjoining road to the top of the sign structure.

~~E~~C. Freestanding signs shall meet the clear vision triangle requirements in the city code. (Ord. 1522-05 § 4, 2005: Ord. 1484-04 § 10 (part), 2004: Ord. 1451-03 § 7, 2003; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 3.02.02, 1985)

D. Each building may have one free-standing sign per frontage on a public right-of-way. Each business may have one facade sign per frontage on a public right-of-way.

17.40.025 Permanent off-premises directional signs.

The intent of this provision is to provide directional and location information to the general public about places of general interest, such as tourist information services, school or public recreational facilities, central business district or other special districts, historic sites, and regional developments; or, to provide information of a general community nature, such as those found at city entrance locations identifying the city and historic dates, or listing local service clubs and organizations or to provide business identification for sites located on a dead-end street. Such signs may be allowed, subject to the following:

1. Any such sign which is visible from a state highway shall be subject to approval by the Department of Transportation.
2. Approval of the owner of the property on which the sign is to be placed.
3. Location: any such sign shall not be placed where it may cause a hazard, or obstruct the vision of any driver.
4. Size: shall be no larger than necessary to clearly inform or direct the public. City identification/community service club type signs shall not exceed fifty square feet per side. Business identification directional signs on dead-end streets shall meet the following criteria: all units will have letters six inches in height, light color on a dark background, not longer than four feet per unit and meeting corner visibility requirements; details to be approved by the planning director for each installation.
5. ~~Illumination: externally illuminated or letters only internally illuminated. (Ord. 1484-04 § 10 (part), 2004: Ord. 1451-03 § 7, 2003)~~

17.40.030 Temporary Signs.

1. "Temporary signs" are defined as exterior signs related to temporary sales or events. Interior and window signs are not regulated by this chapter.
2. Each business may have two temporary signs simultaneously, in addition to the allowed permanent signs.
3. No business may display any temporary signs more than 30 days a year.
4. All temporary signs must be permanently marked with the date the sign was erected. Signs without such marking ~~may~~ SHALL be immediately removed ~~by~~ WHEN DIRECTED BY the Code Enforcement Officer.

[17.40.035 Sidewalk Signs.

1. "Sidewalk signs" include all a-frame, sandwich board, and other signs that are placed on a sidewalk.
2. Each business may have up to one sidewalk sign in addition to allowed temporary or permanent signs.
3. Sidewalk sign area may not exceed ~~30" x 45"~~ 24" x 36" on each face.
4. Sidewalk signs must be securely weighted or anchored to prevent movement.
5. Sidewalk signs must be brought indoors and out of the way of the general public during such hours that the business associated with the sign is not open for business.
6. Sidewalk signs must not interfere with vehicle or pedestrian traffic.
7. Sidewalk signs must not interfere with vision clearance triangles as described in 17.44.020 SWMC.

17.40.~~030~~040 Sign permit.

A. All permanent signs ~~shall~~ require a sign permit in accordance with Chapter 17.72 ~~except temporary signs made from inexpensive, disposable materials relating to temporary sales or events, provided that the zoning administrator may judge a sign as no longer temporary if it is employed for an unreasonably long time or if a succession of such signs occurs so as to constitute a continuous signing program; also provided, that~~ but exemption from this permit requirement shall not exempt signs from the other provisions of this chapter. (Ord. 1484-04 § 10 (part), 2004: Ord. 1013 § 3.02.04, 1985)

B. A new or relocated business may use a single unpermitted interim on-premises sign to identify the business for 90 days while they permit and construct a permanent sign. Such an interim sign is not exempt from the other provisions of this chapter.

EXHIBIT B

Sedro-Woolley Sign Ordinance Review

As a result of a number of citizen comments and complaints, the Planning Commission is being asked to review the current city sign code, usage, and enforcement. If the Planning Commission decides changes to our current ordinance or procedures are necessary, the Planning Department will prepare documents that address those changes for approval by the Planning Commission and eventual submission to the City Council.

The Planning Department is interested in starting a conversation about the sign ordinance; any and all ideas, input, and criticism is welcome. We are not suggesting review of the design guidelines for the central business district at this time, as those are part of the comprehensive plan and not currently up for revision.

The Importance of a Good Sign Ordinance

Signs are important to our city, and especially important to business. As the most cost-effective means of advertising, no cost-effective replacement for signage exists. On-premise signs are likely responsible for bringing in a quarter or more of all new customers for small businesses. Illuminated signs help deter crime, encourage evening customers, and provide street light without the electricity cost to the city.

On the other hand, signs can also be a problem. Too many signs, especially temporary ones, create visual clutter. Every additional sign reduces the time available for potential customers to see and read other signs; every additional sign therefore reduces the value of all signs. Signs can also be dangerous if they block the view of motorists or pedestrians.

Sign ordinances are frequently associated with litter control ordinances, largely because unlimited temporary signs regularly end up, eventually, as litter. Signs can be a hazard if they become loose and fall into the street or hit a pedestrian.

Our Current Ordinance

Our current sign ordinance is located at Chapter 17.40 and attached to this document as Appendix A. The central business district has additional guidelines that are contained within the city's comprehensive plan. The Planning Department does not suggest modification of those design guidelines at this time.

Recent citizen complaints have principally concerned the many temporary signs cropping up around area businesses. Our current sign ordinance doesn't define the word "temporary," allowing the proliferation of low-cost, low-quality, unattractive, and poorly-secured signs.

Our ordinance also doesn't require the removal of signs for businesses that are no longer operating. Several buildings around town retain signs for businesses that have closed, even while new businesses have moved in.

Sign Ordinance Benchmarking

We surveyed sign ordinances from each city in Skagit County and from other comparable cities, including Stanwood, Maple Valley, and Winthrop. The ordinances varied widely in terms of detail, but provide many new approaches should the Planning Commission desire changes to our ordinance. A table summarizing the details of each ordinance is available in Appendix B.

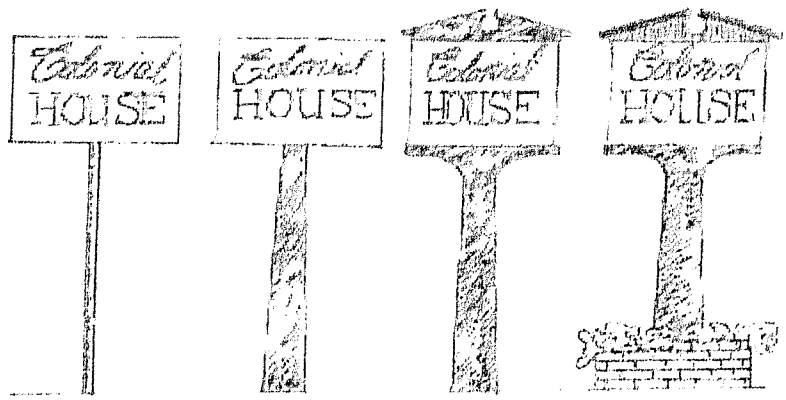
Code Revision Options

There are a few basic options to consider in a sign ordinance:

- Maximum area by district
- Maximum height by district
- Types of temporary signs allowed and how long for each
- Which signs require permits
- Permit fees
- Other details, such as time limits for removing old signs or requirements for building maintenance after removal of an old sign

Alternatives

Most sign ordinances focus on restricting the size of signs. But an alternative is to allow large signs but require design details or landscaping around them. This alternative is aesthetically pleasing, but cheaper for businesses that would otherwise need to replace their signs to comply with a more restrictive new ordinance. Some of the ordinances in our review include such landscaping requirements.



Restrictions on Sign Regulations

Under the Lanham Trademark Act, governments may not force businesses to alter their federally registered trademarks on signs, although they may prevent the display of such a mark altogether. The First Amendment also restricts the sign regulation options available to governments.

Appendix A

Sedro-Woolley Sign Ordinance

Chapter 17.40
SIGNS

17.40.010 Intent.

The intent of the sign regulations is to provide businesses and organizations an opportunity to advertise while minimizing sign clutter along the city's roadways. Signs along the two state highways shall be designed in a manner that is consistent with the guidelines for state scenic highways, either existing or as subsequently developed.

No sign shall be erected or employed which:

A. Impairs scenic views or the appearance of the surrounding area;

B. Creates traffic hazards by blocking vision or causing excessive diversion of attention;

C. Is structurally incapable of withstanding stresses to which it is likely to be subjected;

D. Contains flashing or uncomfortably intense light;

E. Is designed to attract attention through mechanical or wind-generated movement; or

F. Is employed without consent of the property owner. (Ord. 1451-03 § 7, 2003; Ord. 1013 § 3.02.01, 1985)

17.40.020 Size restrictions.

A. All signage must either be externally illuminated or have only letters internally illuminated.

B. In the residential zones, signs shall be limited to a total combined size of five square feet or one percent of the gross floor area of buildings, whichever is greater. Illumination shall be limited to external illumination only. All lighting shall be directed so as not to shine onto adjacent residential properties.

C. In all other zones, the following size limitation applies:

1. All freestanding signs shall be ground oriented, not to exceed fifteen feet in height. Area requirements shall not exceed two percent of the gross floor area of the buildings nor two hundred square feet total surface area, whichever is less. Though uses or business may overlap spatially, gross floor area shall not be claimed more than once in computing allowable size of signs.

2. Facade signs must meet the size requirements listed below. Signs must either be externally illuminated or have only letters internally illuminated.

Maximum sign area:

Facade Area	Maximum Sign Area
Less than 100 sq. ft.	15%
100—199	13%
200—499	10%
500—999	10% or 75 sq. ft. maximum
1,000—1,499	9% or 100 sq. ft. maximum
1,500—2,999	8% or 150 sq. ft. maximum
3,000 or greater	6% or 200 sq. ft. maximum

Maximum letter size for primary signs:

Distance from Primary Street	Maximum Letter Size
Up to 10 ft.	12 inches
10—25	18 inches
25—50	24 inches
50—100	36 inches
Over 100	48 inches

D. Size of signs includes the surface area, spaces and voids within a perimeter that connects the outer-most points of the signs lettering or devices, measured on the plane(s) to which the sign is oriented. Both sides of double-faced signs, such as projecting freestanding or sandwich board signs with information on both sides shall be counted. Frames or supports containing information or constituting integral design elements shall also be included.

E. Freestanding signs shall meet the clear vision triangle requirements in the city code. (Ord. 1522-05 § 4, 2005: Ord. 1484-04 § 10 (part), 2004: Ord. 1451-03 § 7, 2003; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 3.02.02, 1985)

17.40.025 Permanent off-premises directional signs.

The intent of this provision is to provide directional and location information to the general public about places of general interest, such as tourist information services, school or public recreational facilities, central business district or other special districts, historic sites, and regional developments; or, to provide information of a general community nature, such as those found at city entrance locations identifying the city and historic dates, or listing local service clubs and organizations or to provide business identification for sites located on a dead-end street. Such signs may be allowed, subject to the following:

1. Any such sign which is visible from a state highway shall be subject to approval by the Department of Transportation.

2. Approval of the owner of the property on which the sign is to be placed.

3. Location: any such sign shall not be placed where it may cause a hazard, or obstruct the vision of any driver.

4. Size: shall be no larger than necessary to clearly inform or direct the public. City identification/community service club type signs shall not exceed fifty square feet per side. Business identification directional signs on dead-end streets shall meet the following criteria: all units will have

letters six inches in height, light color on a dark background, not longer than four feet per unit and meeting corner visibility requirements; details to be approved by the planning director for each installation.

5. Illumination: externally illuminated or letters only internally illuminated. (Ord. 1484-04 § 10 (part), 2004: Ord. 1451-03 § 7, 2003)

17.40.030 Sign permit.

All signs shall require a sign permit in accordance with Chapter 17.72 except temporary signs made from inexpensive, disposable materials relating to temporary sales or events, provided that the zoning administrator may judge a sign as no longer temporary if it is employed for an unreasonably long time or if a succession of such signs occurs so as to constitute a continuous signing program; also provided, that exemption from this permit requirement shall not exempt signs from the other provisions of this chapter. (Ord. 1484-04 § 10 (part), 2004: Ord. 1013 § 3.02.04, 1985)

Chapter 17.72
SIGN PERMITS

Sections:

17.72.010 General requirements.
17.72.020 Fee.
17.72.030 Procedure.

17.72.010 General requirements.

See Section 17.40.040 for applicability. (Ord. 1013 § 4.06.01, 1985)

17.72.020 Fee.

The fee for a sign permit application shall be ten dollars or as is hereafter changed by resolution of the council. (Ord. 1013 § 4.06.02, 1985)

17.72.030 Procedure.

The procedure for a sign permit application shall be as follows:

A. Applicant completes and submits to the city planning department a sign permit application form together with fee. The application form will establish the necessary information.

B. The zoning administrator determines whether Chapter 17.40 will be complied with and grants or denies accordingly.

C. The decision of the zoning administrator may be appealed to the planning commission pursuant to the procedures set forth in Chapter 2.90 of the municipal code. (Ord. 1312-98 § 1 (part), 1998: Ord. 1013 § 4.06.03, 1985)

Appendix B

Survey of Municipal Sign Ordinances

The following table illustrates the range of sign ordinances used in Western Washington. While the ordinances are different enough to be not directly comparable in a grid, the table highlights several important distinctions between each. Copies of each city's entire ordinance are readily available from the Planning Department.

City	Pop.	Ordinance Features	# pgs
Anacortes	15,700	• No flashing lights • No projections from building more than 4' • No signs on roofs • Residential signs ≤ 12' high • Commercial signs ≤ 20' high • Real estate signs ≤ 12 sq ft • Residential signs ≤ 6 sq ft • Churches and social clubs ≤ 30 sq ft • Businesses may have ≤ 3 signs; only 1 on a pole • Business signs may be ≤ 2 sq ft for each lineal foot of building width • Limits doubled if on a corner • One additional banner and A-board allowed ≤ 8 sq ft • Temporary signs may last 60 days and be ≤ 50 sq ft • Restrooms, parking, exits etc ≤ 6 sq ft • Grandfathers existing nonconforming signs • Does not apply to school, library, museum, and government signs • Special rules for district along HW 20 on outskirts of city	6

Burlington	7,550	• No moving parts, flashing lights, balloons, inflatables, pennants, ribbons, or portable signs
		• Lighted signs must not shine into residences
		• ≥ 8' above sidewalks and ≥ 15' above drives
		• Pylon signs
		  • must be ≤ 25' high and ≤ 50 sq ft
		  • may be 30 sq ft larger if they identify multiple uses or are constructed of natural materials or serve a building with multiple tenants
		• Ground-mounted signs
		  • Must be ≤ 6' high and ≤ 36 sq ft
		  • Must be ≥ 50 ft from any freestanding sign and ≥ 100 ft from any other ground-mounted sign
		• Traffic control signs ≤ 3 sq ft
		• Drive-through menus ≤ 40 sq ft
		• Temporary signs may last 30 days except for sales of vehicles
		• Temporary business ID signs ≤ 24 sq ft maybe be used while permanent signs are prepared
		• Acceptance of credit cards or brand names of items sold may be displayed on any window or door
			11

La Conner	795	• Sign area must be ≤ 20 sq ft or 7% of any façade, whichever is larger • No more than 3 signs per single-business building, one may be freestanding or projecting • Canopy signs ≥ 8' above ground • Freestanding signs ≤ 10 ft high	4

		• Window graphics limited to 25% of total window area • Signs may not be illuminated from inside; no flashing or colored lights or moving parts, bench signs, billboards, or roof-mounted signs • Signs must be made of durable materials • No temporary signs except for political candidates, grand opening or going-out-of-business sales, etc, limited to 14 days • 1 sandwich board sign allowed per business	
Maple Valley	17,870	• Comprehensive yet easy-to-read, with 9 pages of definitions • Prohibits A-frame, animated, banner, billboard, flashing, moving, balloon, roof, and scrolling signs • Temporary signs require permits; promotional sale signs are limited to 90 days a year; no business may have more than 2 on each building wall and no sign may exceed 50% of the permanent sign's size • Human signs limited to 5 days a year • All freestanding signs require landscaping • Commercial signs ≤ 1.2" tall for each foot of lineal frontage; entitled to at least 5'; max height 12' • Commercial signs ≤ 2 sq ft per lineal foot of frontage up to 80 sq ft total, with no one sign exceeding 40 sq ft; different rules for multi-tenant complexes • 1 freestanding sign per frontage on a public right-of-way • Internal illumination OK where it won't spillover into a residence	27
Mount Vernon	28,210	• Flashing lights not allowed; revolving signs limited to 5 RPM • Roof signs prohibited • Portable signs allowed; one for a single tenant-building; or one for each 50 lineal ft of frontage; 25' separation required • Wall signs ≤ 2 sq ft per lineal ft of frontage • One freestanding sign per single-tenant building, with one sq ft per lineal ft of frontage with 150 sq ft max and 30 ft height limit • Projecting signs limited to ½ the area of a freestanding sign, max 50 sq ft • Most temporary signs not allowed	9
Sedro-Woolley	9,800	• Attached	3

Stanwood	4,580	• No moving parts or flashing lights
		• No flags, banners, pennants, or balloons
		• Landscaping required with all freestanding and monument signs
		• Sign area must be ≤ 7.5% of structure's total square footage, but not more than 125 sq ft
		  • Freestanding and monument signs ≤ 40 sq ft
		  • Freestanding signs advertising more than one business must be ≤ 85 sq ft
		• Signs must be ≤ 12 or 15 ft high, depending on road
		• One freestanding or monument sign per property except on a corner
		• Sandwich board signs and window signs that do not cover more than half of the window exempt from permit requirement
		• Temporary signs limited to 45 days or 14 days for some purposes
			15

		• Unless sandwich boards are removed nightly, may not be left in same place for > 14 days • Wall signs ≤ 125 sq ft and must be ≥ 10' above sidewalk	
Winthrop	355	• Integrated into zoning code • Portable, banner, pennant, bench, roof, paper, poster signs prohibited • Must be ≤ 6' extended from building face and ≥ 8' high over a sidewalk • Business signs must be ≤ 9 sq ft • No self-illuminated signs • Temporary signs allowed only to advertise sale or lease of property	5

SIGN CODE ISSUES

Michael F. Connelly
City Attorney
City of Spokane Valley

EXHIBIT C

1. INTRODUCTION

The following identifies a number of specific issues the City of Spokane Valley has encountered by aggressively enforcing its new sign code. Our efforts are still a work in progress but results are already apparent. I've included a few photographs demonstrating the difference between our jurisdiction and adjacent jurisdictions for your viewing pleasure. (See Exhibit 1.)

2. WHAT CAN BE REGULATED?

2.1 The police power

The starting point for any analysis of governmental sign regulations begins with the premise that a city has the right to regulate signs as a legitimate exercise of its "police power" in the same manner that it is allowed to zone or otherwise regulate the use of land. See Village of Euclid v. Ambler Realty Co. 272 U.S. 365, 47 S. Ct. 114, 71 L.ED 303 (1926). I've set forth below a rather lengthy quote from the Euclid case in that it does provide the rationale for all current government regulation of land and its uses. The court, while waxing eloquent in a number of areas was primarily concerned with excluding specific uses in certain zones, our modern day "exclusionary" zoning. The court, in part, stated:

Building zone laws are of modern origin. They began in this country about 25 years ago. Until recent years, urban life was comparatively simple; but, with the great increase and concentration of population, problems have developed, and constantly are developing, which require, and will continue to require, additional restrictions in respect of the use and occupation of private lands in *387 urban communities. Regulations, the wisdom, necessity, and validity of which, as applied to existing conditions, are so apparent that they are now uniformly sustained, a century ago, or even half a century ago, probably would have been rejected as arbitrary and oppressive. Such regulations are sustained, under the complex conditions of our day, for reasons analogous to those which justify traffic regulations, which, before the advent of automobiles and rapid transit street railways, would have been condemned as fatally arbitrary and unreasonable. And in this there is no inconsistency, for, while the meaning of constitutional guaranties never varies, the scope of their application must expand or contract to meet the new and different conditions which are constantly coming within the field of their operation. In a changing world it is impossible that it should be otherwise. But although a degree of elasticity is thus imparted, not to the meaning, but to the application of constitutional principles, statutes and ordinances, which, after giving due weight to the new conditions, are found clearly not to conform to the Constitution, of course, must fall.

The ordinance now under review, and all similar laws and regulations, must find their justification in some aspect of the police power, asserted for the public welfare. The line which in this field separates the legitimate from the illegitimate assumption of power is not capable of precise delimitation. It varies with circumstances and conditions. A regulatory zoning ordinance, which would be clearly valid as applied to the great cities, might be clearly invalid as applied to rural communities. In solving doubts, the maxim 'sic utere tuo ut alienum non laedas,' which lies at the foundation of so much of the common low of nuisances, ordinarily willl furnish a fairly helpful clew. And the law of nuisances, likewise, may be consulted, not for the purpose of

controlling, but for the helpful aid of its analogies in the process of ascertaining *388 the scope of, the power. Thus the question whether the power exists to forbid the erection of a building of a particular kind or for a particular use, like the question whether a particular thing is a nuisance, is to be determined, not by an abstract consideration of the building or of the thing considered apart, but by considering it in connection with the circumstances and the locality. Sturgis v. Bridgeman, L. R. 11 Ch. 852, 865. A nuisance may be merely a right thing in the wrong place, like a pig in the parlor instead of the barnyard. If the validity of the legislative classification for zoning purposes be fairly debatable, the legislative judgment must be allowed to control. Radice v. New York, 264 U. S. 292, 294, 44 S. Ct. 325, 68 L. Ed. 690. There is no serious difference of opinion in respect of the validity of laws and regulations fixing the height of buildings within reasonable limits, the character of materials and methods of construction, and the adjoining area which must be left open, in order to minimize the danger of fire or collapse, the evils of overcrowding and the like, and excluding from residential sections offensive trades, industries and structures likely to create nuisances. See Welch v. Swasey, 214 U. S. 91, 29 S. Ct. 567, 53 L. Ed. 923; Hadacheck v. Los Angeles, 239 U. S. 394, 36 S. Ct. 143, 60 L. Ed. 348, Ann. Cas. 1917B, 927; Reinman v. Little Rock, 237 U. S. 171, 35 S. Ct. 511, 59 L. Ed. 900; Cusack Co. v. City of Chicago, 242 U. S. 526, 529, 530, 37 S. Ct. 190, 61 L. Ed. 472, L. R. A. 1918A, 136, App. Cas.1917C,594.

At page 387-88

(sic utere tuo ut alienum non laedas is translated as >>> common law maxim meaning that one should use his own property in such a manner as not to injure that of another (source Black's Law Dictionary 1990).)

The serious question in the case arises over the provisions of the ordinance excluding from residential districts apartment houses, business houses, retail stores and shops, and other like establishments. This question involves the

validity of what is really the crux of the more recent zoning legislation, namely, the creation and maintenance of residential districts, from which business and trade of every sort, including hotels and apartment houses, are excluded. Upon that question this court has not thus far spoken.

At page 390

The matter of zoning has received much attention at the hands of commissions and experts, and the results of their investigations have been set forth in comprehensive reports. These reports which bear every evidence of painstaking consideration, concur in the view that the segregation of residential, business and industrial buildings will make it easier to provide fire apparatus suitable for the character and intensity of the development in each section; that it will increase the safety and security of home life, greatly tend to prevent street accidents, especially to children, by reducing the traffic and resulting confusion in residential sections, decrease noise and other conditions which produce or intensify nervous disorders, preserve a more favorable environment in which to rear children, etc. With particular reference to apartment houses, it is pointed out that the development of detached house sections is greatly retarded by the coming of apartment houses, which has sometimes resulted in destroying the entire section for private house purposes; that in such sections very often the apartment house is a mere parasite, constructed in order to take advantage of the open spaces and attractive surroundings created by the residential character of the district. Moreover, the coming of one apartment house is followed by others, interfering by their height and bulk with the free circulation of air and monopolizing the rays of the sun which otherwise would fall upon the smaller homes, and bringing, as their necessary accompaniments, the disturbing noises incident to increased traffic and business, and the occupation, by means of moving and parked automobiles, of larger portions of the streets, thus detracting from **121 their safety and depriving children of the privilege of quiet and open spaces for play, enjoyed by those in more favored

localities-until, finally, the residential character of the neighborhood and its desirability as a place of detached residences are utterly destroyed. Under these circumstances,*395 apartment houses, which in a different environment would be not only entirely unobjectionable but highly desirable, come very near to being nuisances.

[8] If these reasons, thus summarized, do not demonstrate the wisdom or sound policy in all respects of those restrictions which we have indicated as pertinent to the inquiry, at least, the reasons are sufficiently cogent to preclude us from saying, as it must be said before the ordinance can be declared unconstitutional, that such provisions are clearly arbitrary and unreasonable, having no substantial relation to the public health, safety, morals, or general welfare. Cusack Co. v. City of Chicago, supra, pages 530-531 (37 S. Ct. 190); Jacobson v. Massachusetts, 197 U. S. 11, 30-31, 25 S. Ct. 358, 49 L. Ed. 643, 3 Ann. Cas. 765.

At page 394-5

Interestingly the court concluded:

It is true that when, if ever, the provisions set forth in the ordinance in tedious and minute detail, come to be concretely applied to particular premises, including those of the appellee, or to particular conditions, or to be considered in connection with specific complaints, some of them, or even many of them, may be found to be clearly arbitrary and unreasonable. But where the equitable remedy of injunction is sought, as it is here, not upon the ground of a present infringement or denial of a specific right, or of a particular injury in process of actual execution, but upon the broad ground that the mere existence and threatened enforcement of the ordinance, by materially and adversely affecting values and curtailing the opportunities of the market, constitute a present and irreparable injury, the court will not scrutinize its provisions, sentence by sentence, to ascertain by a process of piecemeal dissection whether

> there may be, here and there, provisions of a minor character, or relating to matters of administration, or not shown to contribute to the injury complained of, which, if attacked separately, might not withstand the test of constitutionality. In respect of such provisions, of which specific complaint is not *396 made, it cannot be said that the landowner has suffered or is threatened with an injury which entitles him to challenge their constitutionality. Turpin v. Lemon, 187 U. S. 51, 60, 23 S. Ct. 20, 47 L. Ed. 70.

At pages 395-396

2.2 Free Speech

To be valid, sign regulation has an added burden in that the right to regulate signs is limited by the First Amendment of the United States Constitution protecting the right to free speech as well as Article 1, section 5 of the Washington State constitution which provides that, "every person may freely speak, write and publish on all subjects, being responsible for the abuse of that right." To avoid infringement upon these rights, a sign ordinance must be content neutral, be narrowly tailored to serve a significant governmental interest and must leave open ample alternative channels for communication . See Outdoor Systems, Inc. v. City of Mesa, 997 F. 2d 604, 9th Circuit 9 12993A), See also Collier v. Tacoma 121 Wash. 2d 737 (1993).

Further, to regulate commercial speech the municipality must establish that the governments interest in regulation is substantial, that the specific restriction serves the interests asserted and that the restriction is no more extensive than necessary. See Kitsap County v. Mattress Outlet/Gould 153 Wash. 2d 506 (2005). The "harms" an ordinance is designed to prevent must be real and the restrictions proposed must alleviate them to a

substantial degree. They cannot be based upon speculation and conjecture.

The court has held to be unconstitutional:

- An ordinance prohibiting a business from paying independent contractors to wear large, yellow raincoats that display the business's names and stand on sidewalks to wave to passersby as well as selling these coats and other merchandise; Kitsap County v. Mattress Outlet/Gould, 153 Wash.2d 506 (2005).
- An ordinance prohibiting commercial news racks, but allowing non-commercial news racks; City of Cincinnati v. Discovery network, Inc., 507 U. S. 410 (1993).
- An ordinance banning alcohol price advertising, 44 Liquormart, 517 U.S.
- An ordinance prohibiting the placement of political signs earlier than 60 days before an election. Collier v. Tacoma, 121 Wash.2d 737 (1993).
- An ordinance prohibiting all residential signs except small residential identification signs and signs advertising the sale, lease, or exchange of property. City of Ladue v. Gilleo, 512 U.S. 43 (1994).
- An ordinance prohibiting political signs in residential neighborhoods. Ladue v. Gilleo, 512 U.S. 43 (1994).
- An ordinance prohibiting "for sale" signs in residential neighborhoods. Linmark Associates v. Township of Willingboro, 413 U.S. 85 (1977). (The purpose was to stop "white flight" panic selling.)

The court has held to be constitutional:

- An ordinance prohibiting the posting of signs on city property, including among other things, utility poles. (Held that utility poles were not a traditional public forum.) (See City of Seattle v. Mighty Movers, 152 Wash.2d 343 (2004).
- An ordinance prohibiting new billboards and limiting the ability of conforming billboards to relocate, Akerly Communications of Northwest Inc. v. Knochalis 108 F.3d 1095 (1997).
- A prohibition of offsite billboards, (a city's interest in avoiding visual clutter suffices to justify a prohibition of billboards.) See Metromedia Inc. v. City of San Diego, 453 U.S. at 490 (1981).
- An ordinance prohibiting the posting of signs on public property, City Council of Los Angeles, v. Taxpayers for Vincent, 466 U.S. 789 (1984).
- An ordinance requiring the removal of existing billboards pursuant to a specific amortization schedule but allowing variances. Akerly Communications, supra.
- An ordinance allowing only one noncommercial opinion sign per residence except during elections where one per candidate was allowed. Brayton v. City of New Brighton, 512 NW 2d 243 (1994). (This ordinance would likely not be permissible under the Washington constitution.)
- An ordinance prohibiting political messages on transit. Lehman v. Shaker Heights 418 U.S. 298 (1974).

2.3 Takings and Non-conforming Uses:

A final hurdle a city must overcome is that even if the sign regulation is a permissible exercise of the "police power" and in conformance with constitutional requirements for free speech, restrictions or the flat prohibitions of signs of a particular nature may still be considered a constitutional "taking" requiring compensation. The definition of a "taking" is used by Washington courts in two ways. One, it establishes whether or not a City has to pay compensation when restricting or prohibiting signs and two, it is the basis for a Washington Court's determination of whether or not a use or structure has a "vested " right to continue (a nonconforming right) in spite of enacted code provisions that prohibit the use or structure.

Unlike many states, Washington statutes are for the most part silent regarding the regulation of nonconforming uses. (The exception is the Scenic Vista's Act discussed in more detail below.) Instead the legislature has, "deferred to local governments to seek solutions to the nonconforming use problem according to local circumstances. *In Washington, local governments are free to preserve, limit or terminate nonconforming uses subject only to the broad limits of applicable enabling acts and the constitution.*" Rhod-A-Zaslea and 35th, Inc. v. Snohomish County 136 Wash. 2d 1, 7 (1998).

Washington courts have also recognized that, *"a nonconforming use has a "vested" or "protected" right to continue without being subject to*

immediate termination. Local governments, of course, can terminate nonconforming uses but they are constitutionally required to provide a reasonable amortization period. See R Settle, Washington Land Use *Section 2.7 (d).*" Rhod-A-Zalea, supra, at page 8. See also Akerley Communications, Inc. v. City of Seattle, 92 Wash. 2d 905, 920 (1979), *("It is a valid exercise of the City's police power to terminate certain land uses which it deems adverse to the public health and welfare within a reasonable amortization period.")*; Keller v. City of Bellingham, 92 Wn.2d 726, 730-31, 600 P.2d 1276 (1979) *('the severity of limitations in phasing out {non-conforming uses} is within the discretion of the legislative body of the city.');* Settle, Washington Land Use Section 2.7(d) (1983), *(Abandonment may also provide a basis for termination.)*City of Lakewood v. Olson 109 Wash. App. 1002, 9 *(Nonconforming sign allowed to remain, "until a change in the nature of the business,"* Found to be valid.)

This "vested right" to continue, at least for a reasonable period of time was also discussed in State ex rel. Miller v. Cain, 40 Wash. 2d 216, 218 (1952) where the court, citing a Michigan case, stated, "*An ordinance requiring an immediate cessation of a nonconforming use may be held to be unconstitutional because it brings about a deprivation of property rights out of proportion to the public benefit obtained."*

The recent case of City of Des Moines v. Gray Businesses, L. L.C. 130 Wash. App. 600 (2005) provides a comprehensive discussion of "takings" and the exercise of police power and when the later constitutes the former. The court stated in part:

The threshold question in any taking claim is whether the government action is an exercise of its eminent domain power or its police power. The power of eminent domain allows the City to take real property for public use, provided it justly compensates the owner. The police power allows the City "to regulate for the health, safety, morals, and general welfare, and the burdens imposed incidental to such regulations are not takings unless the burdens manifest in certain, enumerated ways"...

Wash. Const. art. I, § 16. Section 16 provides that private property shall not be taken for "public or private use" without just compensation...

Police power and the power of eminent domain are essential and distinct powers of government. Courts have long looked behind labels to determine whether a particular exercise of power was properly characterized as police power or eminent domain. But clearly, not every government action that takes, damages, or destroys property is a taking. "Eminent domain takes private property for a public use, while the police power regulates its use and enjoyment, or if it takes or damages it, it *609 is not a taking or damaging for the public **329 use, but to conserve the safety, morals, health and general welfare of the public." ...

When an alleged taking results from an exercise of eminent domain, usually because the municipality physically occupies the property, the only question is whether a public entity took private property for a public use. If it did, the analysis ends there, and the public entity must pay compensation. But when a property owner alleges a taking based on an exercise of the police power, we must determine whether the regulation "goes too far" and thus requires compensation. A regulation goes too far when it "becomes so onerous that it has the same effect as an appropriation of the property through eminent domain or physical possession." In an "as applied" challenge, which Gray alleges here, "the court must engage in 'ad hoc, factual

> inquires' into the particular economic impact of the regulation on specific property under the case's unique circumstances."

Finally, the Washington legislature has recognized and defined a vested compensable right for signs which are, "visible from the main traveled way of the interstate system or the primary system." (RCW 47.42.102). "Interstate system" and "primary system." are defined in RCW 47.42.020. Application of this statute is found in Akerley Communications, Inc. v. City of Seattle, 92 Wash. 2d 905 (1979); Horan v. City of Federal Way 110 Wash. App. 204 (2002); and Jet Chevrolet Inc. V. City of Federal Way, 120 Wash. App. 1022, (2004) which stands primarily for the proposition that a challenge pursuant to this statute must be brought pursuant to RCW 36.70B the state's Land Use Appeal Act.

A final note: I have found little support for the proposition that temporary or portable signs have any vested right to continue as a non-conforming use. In most cases they have been prohibited in some if not all predecessor code and thus are usually not a lawful use or structure at the time any specific code was adopted. They also are usually ignored and become an expected custom and practice if a city is not diligent. When creating the nonconforming rights, it is important for a City to distinguish between permanent and portable or temporary.

3. WHAT IS A SIGN?

A number of definitions are available.

The International Building Code defines a sign as:

> Any letter, figure, character, mark, plane, point, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter or illuminated service, which shall be constructed, placed, attached, painted, erected, fastened or manufactured in any manner whatsoever, so that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine or merchandise, whatsoever, which is displayed in any manner outdoors...

Webster's defines a sign as:

> A board, poster or placard displayed in a public place to advertise, impart information, or give directions.

The State of Washington, for purposes of applying 42.47 defines sign as:

> Any outdoor sign, display, device, figure, painting, drawing, message, placard, poster, billboard, or other thing that is designed, intended, or used to advertise or inform, any part of the advertising or informative contents of which is visible from any place on the main-traveled way of the interstate system or other state highway.

Definitions of other jurisdictions' are set forth in Exhibit B.

I've also attached as Exhibit C a number of "signs" which depending on your definition may or may not be regulated by your local ordinance.

One of the forms of advertising which the City has the greatest interest in regulating are the pennants, banners, streamers, statutes or inflated signs that seem to pop up along every major thoroughfare. They are often temporary or portable and difficult to both define and regulate. Properly defining them in your City ordinance is a necessary first step.

Definitional problems are also raised when specific types of signs are purported to either be exempt or subject to regulation. Questions that should be clearly answered in your ordinance include:

1. Does a directional sign that is exempt under an ordinance, lose that exemption when it has the business's name also printed on the sign?

2. What is included within the term official sign? Does it include the names of businesses located a block away when a couplet is built?

3. What is permanent and what is portable sign? Is there a difference between temporary and portable? Is the fact that a sign is too heavy to move without o forklift render it permanent? Does the fact that it is hard wired as oppose to being plugged in make it permanent?

4. Is advertising on the side of a building a sign?

5. If murals are allowed can you prevent them from being turned into an off-premises sign? Wouldn't that be content regulation?

6. If signs are allowed on couplets to identify business on the adjacent street is there an equal protection problem with outlawing all other off-premises directional signs?

7. What is a seasonal decoration?

8. What are symbolic flags of institutions? Should Taco Time flags be allowed under this exception?

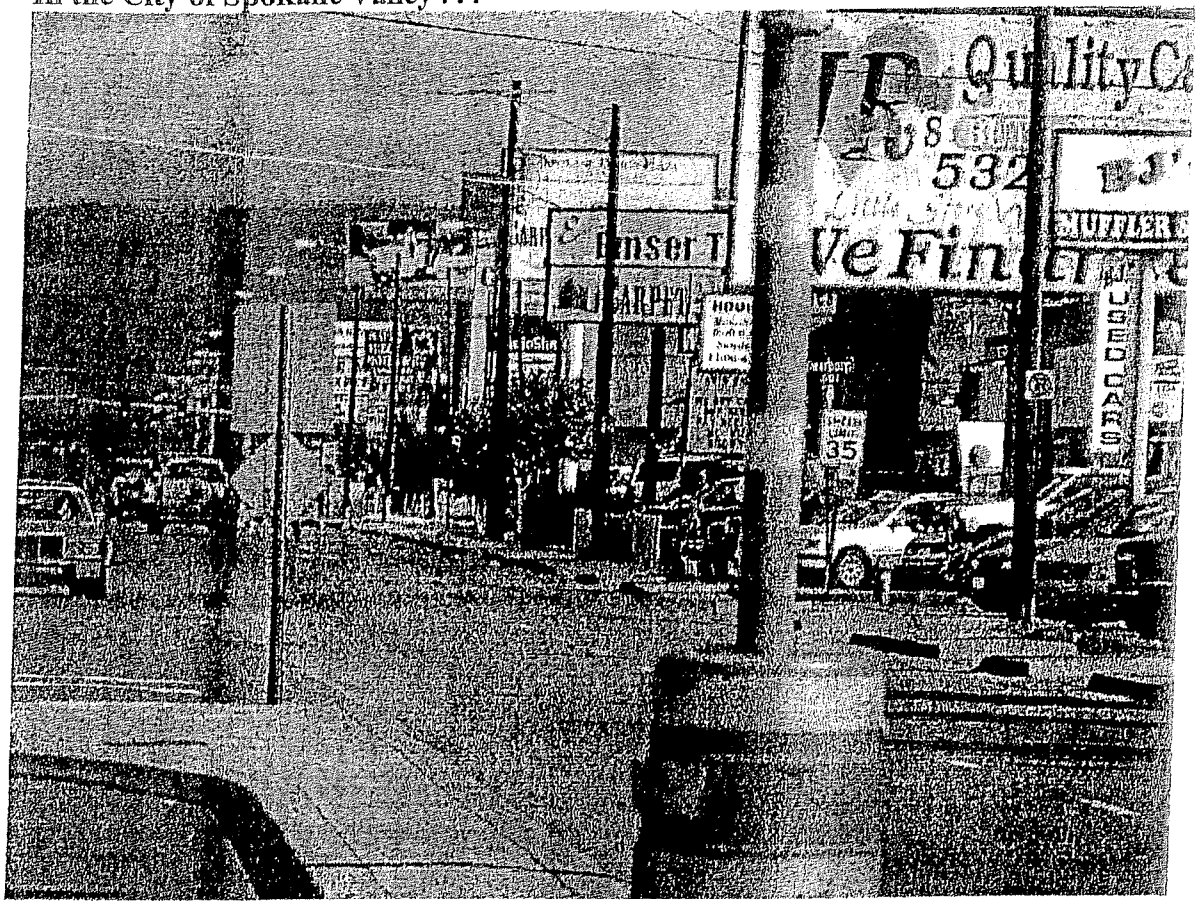
9. What are merchandizing displays? And finally

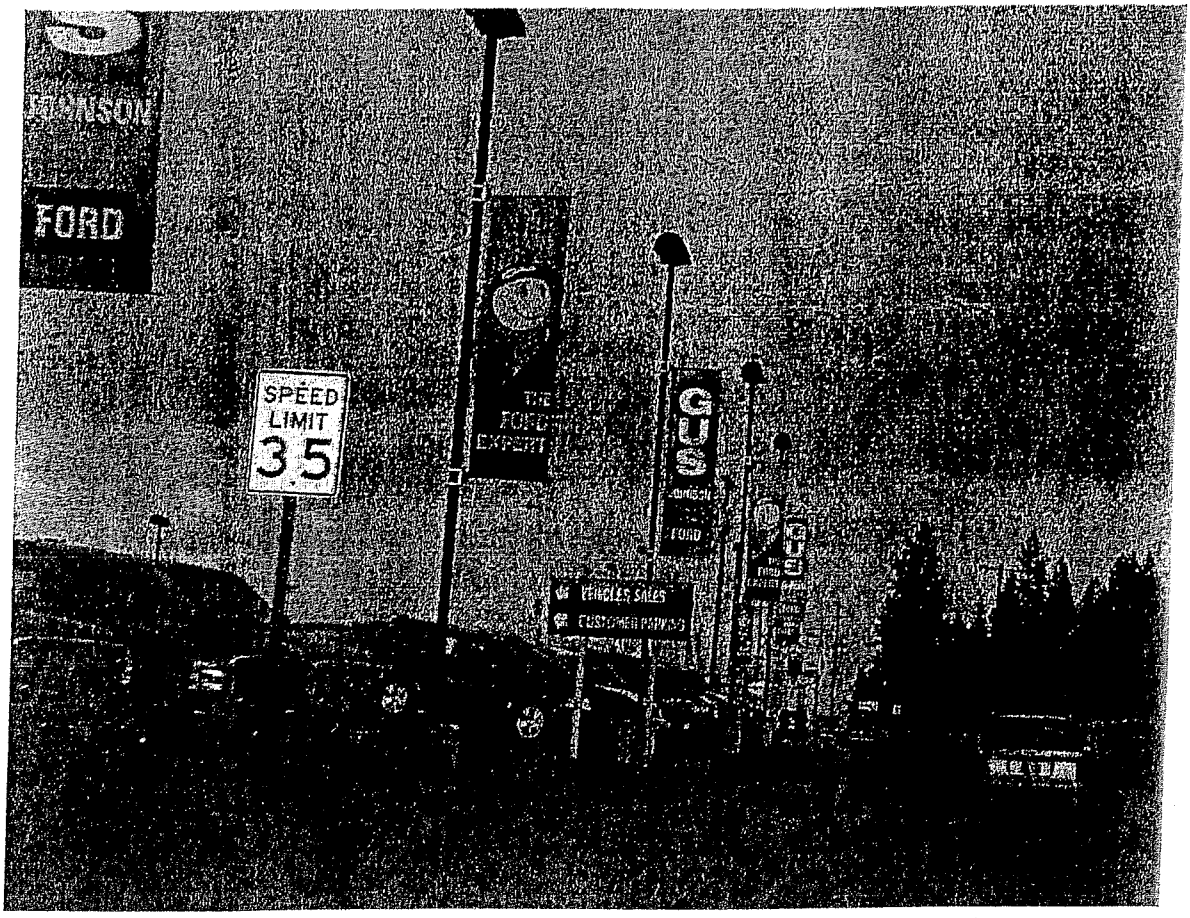
10. Why are barber poles treated differently than other eye catchers such as pennant and streamers? Is that permissible?

I've also attached the memoranda presented to our City Council as part of our ongoing enforcement efforts to educate both the regulators and regulated. See Exhibit D. As you can see there is a whole lot of interpretation that we didn't initially anticipate. Each issue must be addressed and clarified. That process is ongoing.

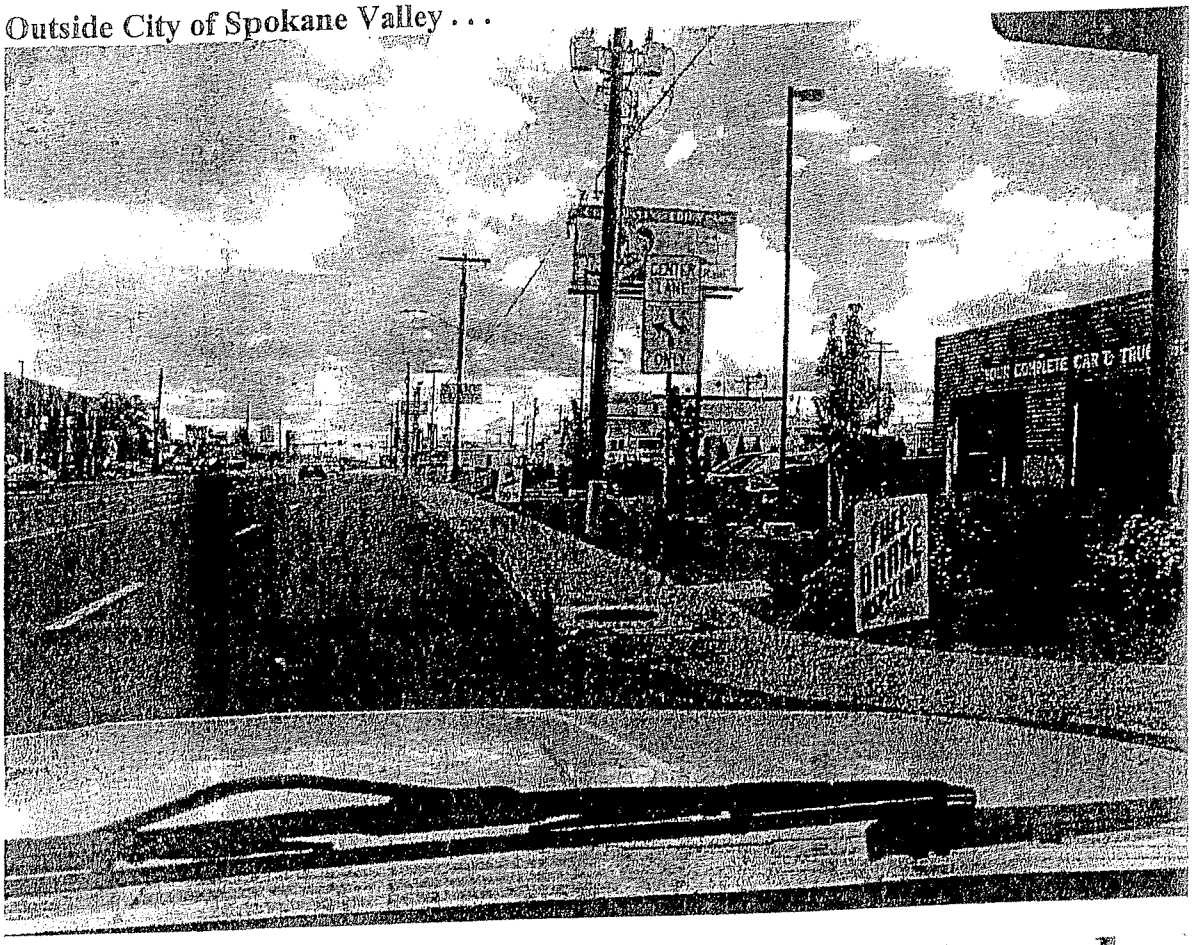
Exhibit X 1

In the City of Spokane Valley . . .





Outside City of Spokane Valley . . .



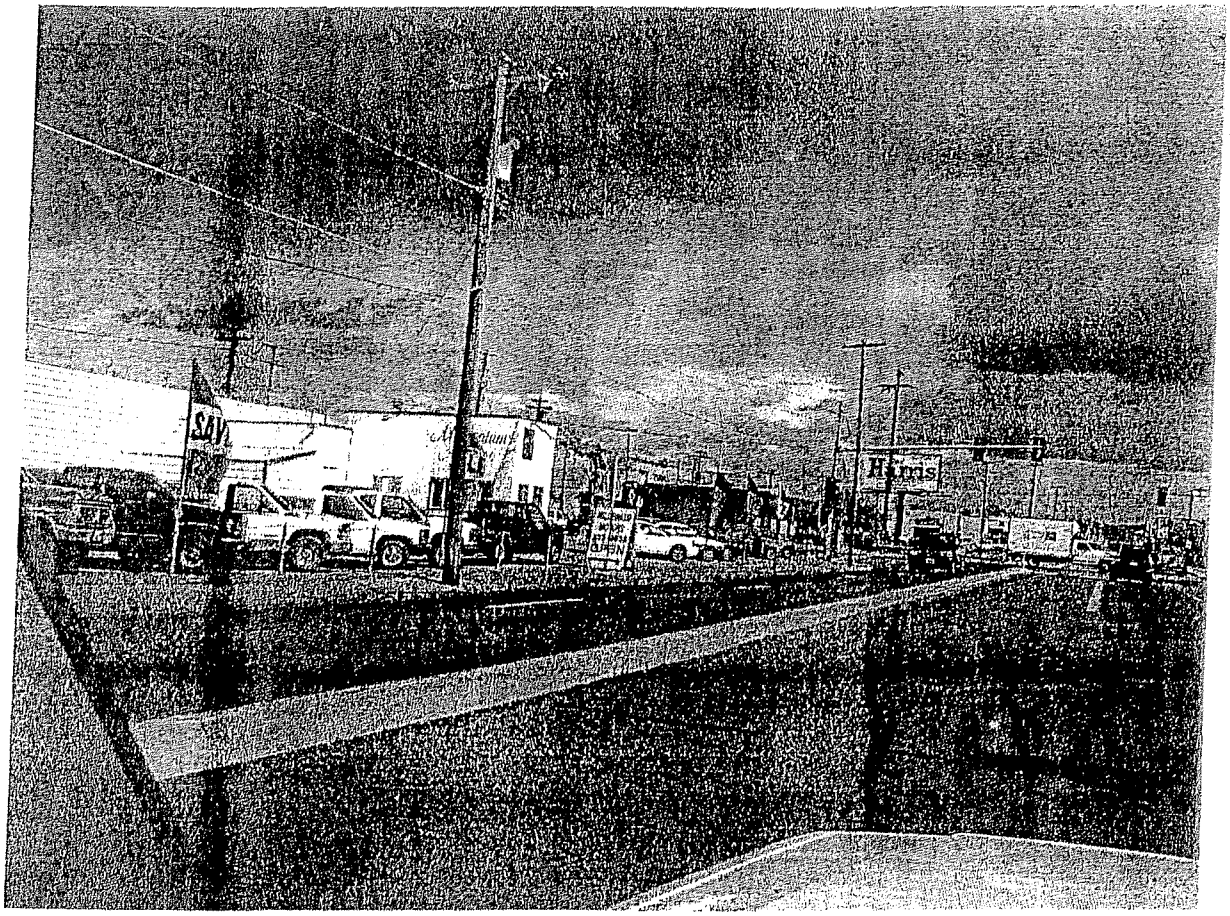

SAVE
Harris

Exhibit B

(1) City of Airway Heights' section 17.04.190 of Zoning Code states that a "'[s]ign' means any structure, or part thereof, or any device attached, painted or represented on a structure which displays or includes any letter, model, banner, flag, insignia, device or representation used as, or which is in the nature of, an announcement, direction or advertisement. As used in this title, a sign does not include directional, warning or information structures required by or authorized by law or by federal, state, county or City authority."

(2) City of Arlington section 20.08 of Land Use Code states that a sign is "[a]ny device that (i) is sufficiently visible to persons not located on the lot where such device is located to accomplish either of the objectives set forth in subdivision (ii) of this definition; and (ii) is designed to attract the attention of such persons or to communicate information to them."

(3) City of Bremerton section 20.42 of the Land Use Code state that a sign "means any communication device, structure, or fixture which is intended to identify a building, use, business, or event; or to promote the sale of products, goods or services; using graphics, letters, figures, symbols, trademarks or written copy. Painted wall designs or patterns which do not represent a product, service or registered trademark, and which do not identify the user, are not considered signs."

(4) City of Centralia section 18.24.020 of the Building Regulations code states that a "'sign' means any commercial communication device, structure, or fixture which is visible from any public right-of-way intended to aid the business establishment in question in promoting the sale of a product, goods or service using graphics, symbols or written copy. For the purpose of this chapter, a sign shall not be considered to be building or structural design. It shall be restricted solely to graphics, symbols or written copy that is meant to be used in the aforementioned way."

Exhibit C

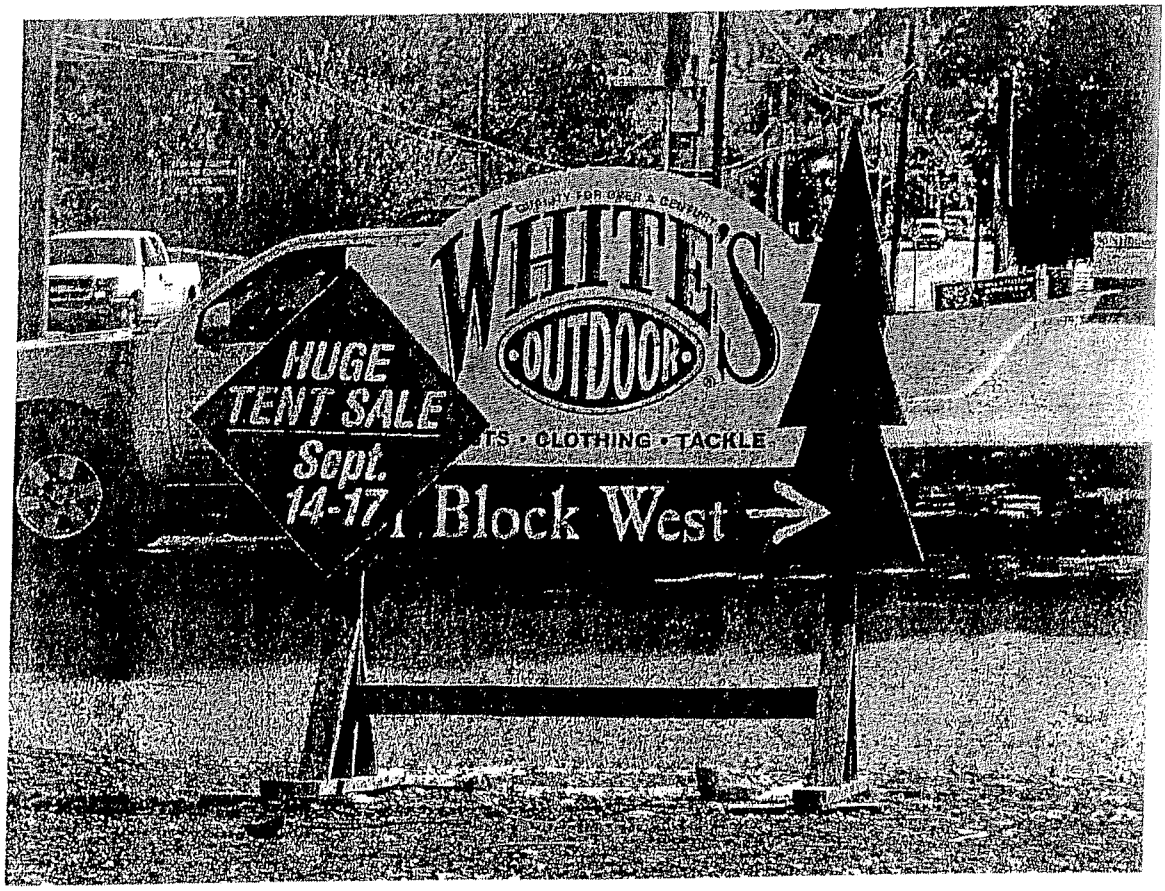


Exhibit C

Gas Wood Pellet
Masonry
Custom Brick Work
Chimney Sweeping
Pellet BBQs
Chimney Supplies Chimney Repair

Exhibit C

Welcome
Home
to
Farr Court
Apartments
Spacious
1 & 2
Bedrooms
509-928-6026

SIGN CODE GUIDELINES 3-2-06

1. A-frame signs that are portable are prohibited. They are not included in signs allowed on a temporary basis. See Definition of portable sign, temporary sign and table 7.02 temporary signs. They could be allowed if exempt pursuant to section 10.07.09.03.

2. A sign affixed permanently to a structure is not a portable sign and allowed if the other criteria is met. For example a sign, regardless of the material used, that is permanently attached to the front of a building and that would require a building permit is not portable and allowed. A banner strung between poles or tied to structures is a portable sign and prohibited unless allowed as a temporary sign by section 7.02, or is exempt pursuant to section 10.07.09.03.

3. Signs are defined in appendix H of the International building code adopted by the City of Spokane Valley as follows:

    a. Any letter, figure, character, mark, plane, point, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter or illuminated service, which shall be constructed, placed, attached, painted, erected, fastened or manufactured in any manner whatsoever, so that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine or merchandise, whatsoever, which is displayed in any manner outdoors…

This definition includes the colored flags and/or buntings put up by many automobile dealerships and restaurants. These flags are also portable, "not permanently affixed to the ground or other permanent structure" (see definition of portable sign). These signs are prohibited pursuant to section 10.09.07.02 and could only be put up if :

- They fall within the listing of excluded signs set forth in Section 10.07.09.03, i.e., official signs, seasonal decorations, merchandise displays, point-of-purchase advertising displays, national and state flags, flags of a political subdivision, symbolic flags of an institution, *(limited to governmental institutions)* legal notices required by law, barber poles, historic site, monuments/plaques, gravestones, advertising copy affixed to structures intended for a separate use such as phone booths, donation and recycling containers, lettering or symbols applied directly onto or flush-mounted magnetically to a motor vehicle, operating in the normal course of business, political signs supporting political issues, candidates or ballot measures, replacement of copy on signs otherwise permitted, and or other signs noted on Table 7.01 and 7.02.(*table 7.01 and 7.02 list several categories as not requiring permits.*), or

- They are allowed pursuant to 7.02 with a temporary sign permit. (Banners, flags, pennants, inflatables).

4. The above exception for merchandising diplays generally applied to signs that are affixed to the item being sold. For example balloons attached to cars or boats, lettering in car windows or cards placed in the open hoods of vehicles or lettering attached to a manufactured home or recreational vehicle and are excluded from permitting. Section 10.07.09.03.

SIGN ENFORCEMENT GUIDELINES 3-7-06 supplement

1. Signs permanently attached to poles, light stands or other permanent structures are pole signs regardless of the material used. As a general rule a sign is permanent if a building permit is required for its construction. The number of pole signs a business may have is limited by the code. (See table 7.01).
2. "Auto row" signs attached to a pole are a pole sign and should be treated as such.
3. Directional signs, even if they contain some insignia of a particular business can be considered exempt pursuant to 10.07.09.030.
4. Reader boards can be affixed to a pole as long as the other requirements are met and proper permits issued. Reader signs can also be made into monument signs.
5. In lieu of a finding of violation Voluntary Compliance Agreements may be entered into if a specific plan to end the violation is in place. The term of those agreements should be no more than 30 days.

Exhibit D

SIGN CODE ENFORCEMENT GUIDELINES 4-08-06

Two additional issues have been raised.

Issue: What types of flags are exempt from the permitting process?

Answer: The code exempts "flags of institutions". These words are not defined in the ordinance. The American heritage dictionary defines institutions as, "an organization, esp. one dedicated to public service." Consequently, if the flag represents an existing or prior public organization, such as a city, state or country or a civic organization such as the red cross or boy scouts the flag would likely fall within this exception. If the flag represents a commercial interest or is placed solely to draw attention to and bring customers into a store it likely would not be exempt. A final twist occurs if the flag is considered seasonal decorations which are also specifically exempt.

Issue: To what extent are portable signs that lawfully existing prior to the enactment of the recent code to be considered nonconforming and allowed to remain?

Answer: This question has come up in two contexts. The first is where a portable sign such as a reader board was purchased and used for advertisement prior to the enactment of the Spokane County code in 1991. (Before that time there was no regulation.) Because the Spokane County Code adopted in 1991 gave nonconforming rights only to signs that were, **"permanently installed and legally erected prior to the adoption of this Code"** and further prohibited portable signs outright, such signs should not be considered, at this time, to be signs that were "lawfully erected and maintained" prior to the adoption of our current sign code and as a result have no nonconforming rights.

The second context is raised by portable signs that were expressly allowed pursuant to the Spokane County Code either as it existed prior to the incorporation of the City of Spokane Valley or as it was adopted at the time of incorporation. (The City of Spokane Valley adopted, with only minor changes, the 2002 Spokane County sign code.)

The Spokane County Code in effect prior to 2002, under Section 14.804.020 exempted "incidental signs".

Incidental signs were defined as follows:

> A small nonelectric information sign four (4) square feet or less in area which pertains to goods, products, services, or facilities which are available on the premises where the sign occurs and intended primarily for the convenience of the public while on the premises.

This sign code was amended in 2002 by the County. It maintained the same exemption for incidental signs, with the same definition. In 2005 the revised SVMC code eliminated this exemption.

Assuming a sign was an allowed nonconforming sign pursuant to the incidental exemption prior to the adoption of the new code in 2005; its continuing non-conformity must then be analyzed under the language of the newly adopted code. The code has two pertinent provisions. The first, the definition of a nonconforming sign states:

> Any sign which was lawfully erected and maintained on private property which now, as a result of code amendments, does not conform to all applicable regulations and restrictions of this chapter.

The facial language of this provision does not distinguish between portable or permanent signs when defining what a nonconforming sign is.

The second pertinent provision is found under the heading, "nonconforming rights", and states:

> Any permanent sign made non-conforming as a result of the adoption of these regulations may be repaired, but not structurally altered or made more nonconforming in any way. If the sign is removed in order to make repairs, it shall be replaced within sixty (60) days, or the permit is void. Thereafter, the sign shall conform to the requirements of this section.

While this section clearly states that non-conforming rights apply to permanent signs it is in conflict with the definition set forth above. Until this conflict is eliminated though an amendment to the sign code I would not recommend taking enforcement action against signs that are proven to be lawfully erected and maintained prior to the date of the adoption of our new sign code and that meet the criteria set forth in the definition of an "incidental sign."

NEW BUSINESS

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 3 2007

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

To: Mayor Anderson and City Council

From: Patsy Nelson

Date: 3/21/2007

Re: 2007 Budget Amendment

Background information: These changes to the 2007 Budget are primarily due to timing issues. The ordinance presents the information in summary form; details are as follows:

	Revenue	Expenditures
Sewer Fund		
(Sewer Line Repair- CIPP Contract)		
401.000.000.308.00.00.00 Beginning Cash	200,000	
401.000.035.596.35.63.00 Other Improvements		200,000
Equipment Replacement Fund		
(Three dump trucks, a Ford Escape and dump/plow modifications to a F350 were budgeted in 2006 but not purchased until 2007. The Fleet Committee has approved these purchases.)		
501.000.000.308.00.00.00 Beginning Cash	301,300	
501.000.001.596.18.64.00 Equip & Vehicles Admin		18,500
501.000.103.596.42.64.00 Equip & Vehicles Public Lands		90,800
501.000.401.596.35.64.00 Equip & Vehicles Sewer		192,000

Recommendation: Approve Ordinance #_____, an Ordinance amending Ordinance no. 1560-06 entitled, "An Ordinance adopting the Annual Budget for the City of Sedro-Woolley for the fiscal year ending December 31, 2007."

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE 1560-06 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2007.

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the 2007 Budget.

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

Section 1. The 2007 Budget, adopted by Ordinance No. 1560-06, and passed by the City Council on November 21, 2006 is hereby amended as set forth in this Ordinance.

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 PWTF SEWER CONSTRUCTION FUND	4,843,692
401 SEWER FUND	3,511,186
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	985,342
TOTAL ALL FUNDS	29,000,083

Section 3. 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 28th DAY OF MARCH, 2007.

_____
Mike Anderson, Mayor

ATTEST:

_____
Clerk-Treasurer

APPROVED AS TO FORM:

_____
City Attorney

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

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 8 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 11

To: Mayor and City Council
From: STAFF
Date: March 20, 2007
Re: Bid Award – 2007 CIPP Projects

Situation:
Staff requests that the City Council accept the low bid from **Insituform, Inc.** in the amount of **$112,936.68 including tax** for the **"2007 Cured-In-Place Pipe Project."**

Background:
This is the first CIPP project for Sedro-Woolley. It was decided to spend up to $200,000 on this technology to try to find relief for soaring standard construction method prices in areas where pipe capacity is not a problem, but the pipe condition is failing Bids for this project were opened at 10:00 a.m. this morning.

There were two (2) bidders for this project. Insituform Technologies, Inc. had the lowest bid.

BIDDERS	AMOUNT (INCL. TAX)
ENGINEER'S ESTIMATE	$200,000.00
1. INSITUFORM TECHNOLOGIES, INC.	**$112,936.68**
2. GELCO SERVICES – A DIVISION OF MICHELS	$145,557.00

Due to Council's wish to take advantage of this technology, the Public Works Director is asking to authorize approximately $87,000 in change order and contingency capacity, to bring the total project up to the intended $200,000 mark.

Recommended Action:
Award the bid and **authorize the Mayor to execute a contract agreement with Insituform Technologies, Inc. for the "2007 Cured-In-Place Pipe Project" in the amount of $112.936.68, including tax, and authorize the Public Works Director to approve change orders totaling up to $87,063.32, for a total contract amount of not to exceed $200,000.**

RJB:rjb

CITY OF SEDRO-WOOLLEY

2007 CIPP BID PROPOSAL FORM - BID TAB **Certified By:** **Date:** 3/20/07

Bid Item	Line ID	Length of Sewer Main CIPP Linear Feet	Host Pipe Diameter Inches	Number of Services to Reconnect Each	Approx. Location	Quantity	Insituform Technologies Inc. 2002 263rd Lane SE Sammamish, WA 98075 Unit Price	Amount	Days	Michels Corporation Box 12905 97309 PO Salem, OR Unit Price	Amount	Days
1. Mobilization / Demobilization (Lump Sum)								8,350.00			12,775.00	
2. State Street												
2a.	M53-M8	180	12"	2	State/3rd	180	28.00	5,040.00		44.00	7,920.00	
2b.	M54-M53	171	12"	2	State/Murdock	171	28.00	4,788.00		44.00	7,524.00	
2c.	M55-M54	169	12"	2	State/Puget	169	28.00	4,732.00		44.00	7,436.00	
2d.	M56-M55	169	12"	3	State/Puget	169	28.00	4,732.00		44.00	7,436.00	
2e.	M57-M56	169	10"	2	State/Reed	169	28.00	4,732.00		34.00	5,746.00	
2f.	M58-M57	170	10"	1	State/Haines	170	28.00	4,760.00		34.00	5,780.00	
2g.	M59-M58	172	10"	0	State/Haines	172	28.00	4,816.00		34.00	5,848.00	
2h.	M60-M59	167	10"	1	State/Central	167	28.00	4,676.00		34.00	5,678.00	
2i.	M61-M60	172	10"	1	State/Central	172	28.00	4,816.00		34.00	5,848.00	
2j.	M62-M61	155	10"	1	State/Central	155	28.00	4,340.00		34.00	5,270.00	
2k.	M63-M62	502	10"	4	State/Ball	502	28.00	14,056.00		34.00	17,068.00	
2l.	M64-M63	608	8"	6	State/Township	608	28.00	17,024.00		27.00	16,416.00	
ITEM QUANTITY		2804		25		2804						
ESTIMATED TIME TO COMPLETE ITEM:				DAYS					10			24
ITEM UNIT COST					Per LF		28.00					
ITEM TOTAL COST								78,512.00			97,970.00	
3. SR-20 (Moore Street)												
3a.	P55-P54	68	8"	0	SR-20/Reed							
ITEM QUANTITY		68		0		68						
ESTIMATED TIME TO COMPLETE ITEM:				DAYS					5			2
ITEM UNIT COST					Per LF		77.00			101.00		
ITEM TOTAL COST								5,236.00			6,868.00	
4. Additive Item "A"												
4a.	B13-B15	332	8"	0	Township/Alexander							
ITEM QUANTITY		332		0		332						
ESTIMATED TIME TO COMPLETE ITEM:				DAYS					3			2
ITEM UNIT COST					Per LF		25.00			33.00		
ITEM TOTAL COST								8,300.00			10,956.00	
5. Additive Item "B"												
5a.	M90-M92	107	6"	3	Basin M							
ITEM QUANTITY		107		3		107						
ESTIMATED TIME TO COMPLETE ITEM:				DAYS					2			2
ITEM UNIT COST					Per LF		39.00			58.00		
ITEM TOTAL COST								4,173.00			6,206.00	
BID SUB-TOTAL WITHOUT ADDITIVE ITEM(S)						Sub-Total w/o		92,098.00			117,613.00	
TAX (8.0%)						8% Tax		7,367.84			9,409.04	
BID TOTAL WITHOUT ADDITIVE ITEM(S) INCL. TAX						Total w/o add		$ 99,465.84	15		127,022.04	26
BID SUB-TOTAL WITH ADDITIVE ITEM(S)						Sub-Total with		104,571.00			134,775.00	
TAX (8.0%)						8% Tax		8,365.68			10,782.00	
BID TOTAL WITH ADDITIVE ITEM(S) INCL. TAX						Total with add		$ 112,936.68	20		145,557.00	30

2007 CURED-IN-PLACE PIPE PROJECT
SEDRO-WOOLLEY, WASHINGTON

This Contract, made and entered into this ____ day of _____, 2007 by and between the City of Sedro-Woolley, hereinafter called the "Owner" and _____, hereinafter called the "Contractor".

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work, all in full compliance with the contract documents entitled "2007 Cured-In-Place Pipe Project, Sedro-Woolley, Washington".

   The "Bid Proposal", "Specifications and Conditions", "Contract Forms", and the "Plans" sections contained in said contract documents are hereby referred to and by reference made a part hereof.

2. The Owner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to and cause to be done the above-described work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said contract documents, including the schedule of estimated quantities, and unit and lump sum prices in the Bid Proposal, the approximate sum of _____, the total amount of bid, subject to the actual quantity of work performed, at the time and in the manner and upon the conditions provided for in this contract.

3. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. The Owner hereby appoints and the Contractor hereby accepts Reichhardt & Ebe Engineering, Inc., hereinafter referred to as the Engineer, as the City's representative for the purpose of administering the provisions of this Contract, including the Owner's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor, to assess the general performance of the Contractor under this Contract, to determine if the contracted services are being performed in accordance with Federal, State or local laws, and to administer any other right granted to the Owner under this Contract. The Owner expressly reserves the right to terminate this Contract as provided in the contract documents, and also expressly the reserves the right to commence civil action for the enforcement of this contract.

5. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.

6. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.

7. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the Engineer. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.

8. The parties intend that an independent Contractor-Owner relationship will be created by this Contract. The Owner is interested only in the results to be achieved, the implementation of the work will lie solely with the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the Engineer and shall be subject to the Engineer's general rights of inspection and review to secure the satisfactory completion thereof.

9. The Contractor agrees and covenants to indemnify, defend, and save harmless, the Owner and the City of Sedro-Woolley and those persons who were, now are, or shall be duly elected or appointed officials or members of employees thereof, hereinafter referred to as the "Owner" or "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the Owner or the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City.

   In the event the Owner is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the Owner or City's legal fees, costs and disbursements incurred in establishing the right to indemnification.

   If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity

provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence.

Contractor hereby specifically and expressly waives any immunity under Industrial Insurance, Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties herein. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.

10. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract, or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in City of Sedro-Woolley, Washington.

11. The failure of the Owner to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

12. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.

13. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.

14. In the event that funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the Owner may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the Owner deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the City, the Owner may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Owner has caused this instrument to be executed by and in the name of the said County, the day and year first above written.

Executed by the Contractor this _____day of _____, 2007.

CITY OF SEDRO-WOOLLEY:

By: _____
City Administrator / Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this _____ day of _____, 2007, before me personally appeared _____ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the State of Washington, residing at:

My Commission Expires:_____

CONTRACTOR:

By: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this _____ day of _____, 2007, before me personally appeared _____ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the State of Washington, residing at:

My Commission Expires:_____

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 8 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 12

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

MEMORANDUM

TO: City Council
DATE: March 28, 2007
RE: Proposed ordinance addressing public records **(1st READING)**

ISSUE: Should the Council approve the attached ordinance which modifies the City's procedure for responding to public records requests?

BACKGROUND: This ordinance is based upon the model rules promulgated by Washington's Attorney General in March of last year and would replace the City's resolution on the same topic. The primary reason for adopting the new ordinance is that it will provide clarity to the process of inspecting and copying public records and it conforms to recent changes in the law.

RECOMMENDATION: This ordinance is presented at this meeting for your 1st reading only.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING PUBLIC RECORDS ACT RULES FOR THE CITY OF SEDRO-WOOLLEY

WHEREAS, RCW 42.17 requires that the City of Sedro-Woolley adopt rules covering the public disclosure of records;

WHEREAS, the Washington State Attorney General's Office has developed Model Rules for agencies such as the City of Sedro-Woolley to consider when drafting its own rules; and

WHEREAS, the City of Sedro-Woolley has reviewed these rules and adjusted them as appropriate to meet local circumstances.

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY that Attachment A hereto be and is hereby adopted.

EFFECTIVE DATE. This ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED this 11th day of April, 2007.

CITY OF SEDRO-WOOLLEY:

BY:_____
MIKE ANDERSON, Mayor

ATTEST:

_____
Patsy Nelson, City Clerk-Treasurer

APPROVED AS TO FORM:

_____
Eron Berg, City Attorney

ATTACHMENT A
PUBLIC DISCLOSURE RULES

Section 1. Authority and purpose.

(a) RCW 42.56.070 requires each agency to make available for inspection and copying nonexempt "public records" in accordance with published rules. The act defines "public record" to include any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the agency. RCW 42.56.070 requires each agency to set forth "for informational purposes" every law, in addition to the Public Records Act, that exempts or prohibits the disclosure of public Records held by that agency.

(b) The purpose of these rules is to establish the procedures that the City of Sedro-Woolley will follow in order to provide full access to public records. These rules provide information to persons wishing to request access to public records of the City of Sedro-Woolley and establish processes for both requestors and the City of Sedro-Woolley staff that are designed to best assist members of the public in obtaining such access.

(c) The purpose of the act is to provide the public full access to information concerning the conduct of government, mindful of individuals' privacy rights and the desirability of the efficient administration of government. The act and these rules will be interpreted in favor of disclosure. In carrying out its responsibilities under the act, the City of Sedro-Woolley will be guided by the provisions of the act describing its purposes and interpretation.

Section 2. Agency description--Contact information--Public records officer.

(1) The City of Sedro-Woolley offices are located at 720 Murdock Street.

(2) Any person wishing to request access to public records or seeking assistance in making such a request should contact the public records officer of the City of Sedro-Woolley:

Public Records Officer: City Attorney
City of Sedro-Woolley
720 Murdock Street
(360) 855-1661

Information is also available at the City of Sedro-Woolley's web site at www.ci.sedro-woolley.wa.us.

(3) The public records officer will oversee compliance with the act but another City of Sedro-Woolley staff member may process the request. Therefore, these rules will refer to the public records officer "or designee." The public records officer or designee and the City of Sedro-Woolley will provide the "fullest assistance" to requestors; create and maintain for use by the public and City of Sedro-Woolley officials an index to public records of the City of

Sedro-Woolley, if applicable; ensure that public records are protected from damage or disorganization; and prevent fulfilling public records requests from causing excessive interference with essential functions of the City of Sedro-Woolley.

Section 3. Availability of Public Records.

(1) **Hours for inspection of records.** Public records are available for inspection and copying during normal business hours of the City of Sedro-Woolley: Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays. Records must be inspected at the offices of the City of Sedro-Woolley.

(2) **Records index.** The City of Sedro-Woolley is developing an index of public records that is/will be available for use by members of the public.

(3) **Organization of records.** The City of Sedro-Woolley will maintain its records in a reasonably organized manner. The City of Sedro-Woolley will take reasonable actions to protect records from damage and disorganization. A requestor shall not take City of Sedro-Woolley records from City of Sedro-Woolley offices without the permission of the public records officer or designee. A variety of records available are on the City of Sedro-Woolley web site at http://www.ci.sedro-woolley.wa.us/. Requestors are encouraged to view the documents available on the web site prior to submitting a records request.

(4) **Making a request for public records.**

(a) Any person wishing to inspect or copy public records of the City of Sedro-Woolley should make the request in writing on the City of Sedro-Woolley's request form, or by letter, fax, or e-mail addressed to the public records officer and including the following information:

- Name of requestor;
- Address of requestor;
- Other contact information, including telephone number and any e-mail address;
- Identification of the public records adequate for the public records officer or designee to locate the records; and
- The date of the request.

(b) If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to pay for copies of the records or a deposit. Standard photocopies will be provided at 15 cents per page or the maximum allowable rate established under RCW 42.56 in effect at the time of the request.

(c) A form is available for use by requestors at the office of the public records officer and on-line at http://www.ci.sedro-woolley.wa.us/.

(d) The public records officer or designee may accept requests for public records that contain the above information by telephone or in person. If the public records officer or designee accepts such a request, he or she will confirm receipt of the information and the substance of the request in writing.

Section 4. Processing of public records requests--general.

(1) **Providing "fullest assistance."** The City of Sedro-Woolley is charged by statute with adopting rules which provide for how it will "provide full access to public records," "protect records from damage or disorganization," "prevent excessive interference with other essential functions of the agency," provide "fullest assistance" to requestors, and provide the "most timely possible action" on public records requests. The public records officer or designee will process requests in the order allowing the most requests to be processed in the most efficient manner.

(2) **Acknowledging receipt of request.** Within five business days of receipt of the request, the public records officer will do one or more of the following:

(a) Make the records available for inspection or copying;

(b) if copies are requested and payment of a deposit for the copies, if any, is made or terms of payment are agreed upon, send the copies to the requestor;

(c) Provide a reasonable estimate of when records will be available; or

(d) If the request is unclear or does not sufficiently identify the requested records, request clarification from the requestor. Such clarification may be requested and provided by telephone. The public records officer or designee may revise the estimate of when records will be available; or

(e) deny the request.

(3) **Consequences of failure to respond.** If the City of Sedro-Woolley does not respond in writing within five business days of receipt of the request for disclosure, the requestor should contact the public records officer to determine the reason for the failure to respond.

(4) **Protecting rights of others.** In the event that the requested records contain information that may affect rights of others and may be exempt from disclosure, the public records officer may, prior to providing the records, give notice to such others whose rights may be affected by the disclosure. Such notice should be given so as to make it possible for those other persons to contact the requestor and ask him or her to revise the request, or, if necessary, seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will include a copy of the request.

(5) **Records exempt from disclosure.** Some records are exempt from disclosure, in whole or in part. If the City of Sedro-Woolley believes that a record is exempt from disclosure and should be withheld, the public records officer will state the specific exemption and provide a brief explanation of why the record or a portion of the record is being withheld. If only a portion of a record is exempt from disclosure, but the remainder is not exempt, the public records officer will redact the

exempt portions, provide the non-exempt portions, and indicate to the requestor why portions of the record are being redacted.

(6) **Inspection of records.**

(a) Consistent with other demands, the City of Sedro-Woolley shall promptly provide space to inspect public records. No member of the public may remove a document from the viewing area or disassemble or alter any document. The requestor shall indicate which documents he or she wishes the City to copy.

(b) The requestor must claim or review the assembled records within thirty days of the City of Sedro-Woolley notification to him or her that the records are available for inspection or copying. The agency will notify the requestor in writing of this requirement and inform the requestor that he or she should contact the agency to make arrangements to claim or review the records. If the requestor or a representative of the requestor fails claim or review the records within the thirty-day period or make other arrangements, the City of Sedro-Woolley may close the request, refile the assembled records and discard any unclaimed copies. Other public records requests will be processed ahead of a subsequent request by the same person for the same or almost identical records, which will be processed as a new request. The requester shall remain responsible to pay for unclaimed copies.

(7) **Providing copies of records.** After inspection is complete, the public records officer or designee shall make the requested copies or arrange for copying in a reasonable period of time.

(8) **Providing records in installments.** When the request is for a large number of records, the public records officer or designee will provide access for inspection and copying in installments, if he or she reasonably determines that it would be practical to provide the records in that way. If, within thirty days, the requestor fails to inspect the entire set of records or one or more of the installments, the public records officer or designee will stop searching for the remaining records and close the request.

(9) **Completion of inspection.** When the inspection of the requested records is complete and all requested copies are provided, the public records officer or designee will indicate that the City of Sedro-Woolley has completed a diligent search for the requested records and made any located non-exempt records available for inspection.

(10) **Closing withdrawn or abandoned request.** When the requestor either withdraws the request or fails to fulfill his or her obligations to inspect the records or pay the deposit or final payment for the requested copies, the public records officer will close the request and indicate to the requestor that the City of Sedro-Woolley has closed the request.

(11) **Later discovered documents.** If, after the City of Sedro-Woolley has informed the requestor that it has provided all available records, the City of Sedro-Woolley becomes aware of additional responsive documents existing at the time of the request, it will promptly inform the requestor of the additional documents and provide them on an expedited basis.

Section 5. Exemptions.

(1) The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. In addition, documents are exempt from disclosure if any "other statute" exempts or prohibits disclosure. Requestors should be aware of the following exemptions, outside the Public Records Act, that restrict the availability of some documents held by the City of Sedro-Woolley for inspection and copying: Attorney-Client Privilege, Uniform Trade Secrets Act, and "protected healthcare information" (PHI), under the Federal Health Insurance Portability and Protection Act of 1996.

(2) The City of Sedro-Woolley is prohibited by statute from disclosing lists of individuals for commercial purposes.

(3) Deliberative process exemption RCW 42.17.310(1)(i)/42.56.210 (1)(i) exempts "Preliminary drafts, notes, recommendations, and intra-agency memorandums in which opinions are expressed or policies formulated or recommended" except if the record is cited by the City.

In order to rely on this exemption, the City must show that the records contain predecisional opinions or recommendations of subordinates expressed as part of a deliberative process; that disclosure would be injurious to the deliberative or consultative function of the process; that disclosure would inhibit the flow of recommendations, observations, and opinions; and finally, that the materials covered by the exemption reflect policy recommendations and opinions and not the raw factual data on which a decision is based. Courts have held that this exemption is "severely limited" by its purpose, which is to protect the free flow of opinions by policy makers. It applies only to those portions of a record containing recommendations, opinions, and proposed policies; it does not apply to factual data contained in the record. The exemption does not apply to records or portions of records concerning the implementation of policy or the factual basis for the policy. The exemption does not apply merely because a record is called a "draft" or stamped "draft." Recommendations that are actually implemented lose their protection form disclosure after they have been adopted by the agency.

(4) Employment and licensing information as set forth in RCW 42.56.250.

(5) Library records as set forth in RCW 42.56.310.

(6) Personnel information as set forth in RCW 42.56.230.

Section 6. Costs of providing copies of public records.

(1) **Costs for paper copies**. There is no fee for inspecting public records. A requestor may obtain standard black and white photocopies for $.15 cents per standard page and large format copying costs as provided on the Public Records Request Form. In the event of amendment to RCW 42.56, this fee shall automatically adjust to the maximum allowable charge under RCW 42.56.

Before beginning to make the copies, the public records officer or designee may require a deposit of up to ten percent of the estimated costs of copying all the records selected by the requestor.

The public records officer or designee may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment. The City of Sedro-Woolley will not charge sales tax when it makes copies of public records.

(2) **Costs for electronic records**. The cost of electronic copies of records shall be $10 for information on a floppy disk, $20 for information on a CD-ROM and $15 for tape recordings of meetings (per tape).

(3) **Costs of mailing.** The City of Sedro-Woolley may also charge actual costs of mailing, including the cost of the shipping container.

(4) **Actual Costs.** For requests that require outside assistance to fulfill, the requestor shall pay the actual costs incurred to fulfill the request.

(5) **Payment.** Payment may be made by cash, check, or money order to the City of Sedro-Woolley.

Section 7. Review of denials of public records. (1)**Petition for internal administrative review of denial of access.** Any person who objects to the initial denial or partial denial of a records request may petition in writing (including e-mail) to the public records officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the public records officer or designee denying the request.

(2) **Consideration of petition for review.** The public records officer shall promptly provide the petition and any other relevant information to the Mayor. The Mayor, or in his/her absence the Mayor Pro-Tem, will immediately consider the petition and either affirm or reverse the denial within two business days following the City of Sedro-Woolley's receipt of the petition, or within such other time as the City of Sedro-Woolley and the requestor mutually agree to.

(3) **Judicial review.** Any person may obtain court review of denials of public records request pursuant to RCW 42.17.340 at the conclusion of two business days after filing a petition for internal administrative review of denial of access.

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

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 2 3 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 12

To: Mayor and City Council

From: STAFF

Date: March 22, 2007

Re: Resolution - Skagit River General Investigation (GI) Study Project Management Plan (PMP)

Background

This is a resolution all other Skagit River Impact Partnership cities are passing, in the ongoing effort to get the Corps of Engineers to use best available information and sound engineering principles in their Hydrologic and Hydraulic model of the Skagit River.

The SRIP believes that the GI Study Project Management Plan should include the following language:

> "The Seattle District and Skagit County recognize there is not agreement from impacted Cities and Dike Districts regarding the Corps' hydrologic and hydraulic analysis. In particular, several Cities and Dike Districts continue to be concerned that the historic flood estimates are too high and skew the hydrologic analysis."

Recommended Action

Motion to pass the attached resolution "**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON IN THE MATTER OF THE HYDROLOGY AND HYDRAULIC MODELS USED TO FORM THE BASIS OF STUDY IN THE ONGOING SKAGIT RIVER FLOOD FEASIBILITY GENERAL INVESTIGATION STUDY**"

RJB:rjb

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON IN THE MATTER OF THE HYDROLOGY AND HYDRAULIC MODELS USED TO FORM THE BASIS OF STUDY IN THE ONGOING SKAGIT RIVER FLOOD FEASIBILITY GENERAL INVESTIGATION STUDY

Whereas, the Seattle District, Corps of Engineers is currently engaged with Skagit County as its local partner in a General Investigation flood feasibility study of the Skagit River basin, and

Whereas, both the Seattle District and Skagit County have indicated an intent to proceed with the General Investigation study, and will therefore move forward with the development of a new Project Management Plan, and

Whereas, recently the Seattle District indicated it will use the hydrology and hydraulic model it developed as the basis for further analysis in the context of the General Investigation, and not consider using the hydrology and hydraulic model developed by Pacific International Engineering, and

Whereas, the hydrology and hydraulic model developed by Pacific International Engineering, different from the Corps hydrology and hydraulic model, uses all available Concrete gauged flow data since the gauge was installed in 1924 as well as flood volume data and further, retains but modifies the peak flow estimates of the historic floods of 1897, 1909, 1917 and 1921, and

Whereas, the hydrology and hydraulic model developed by the Corps of Engineers uses only 58 of the total available 82 years of the continuous gage data, excluding two decades of gage data, while inconsistently using peak flow estimates of the historic floods of 1897, 1909, 1917 and 1921, while not addressing a significant body of evidence and analysis which exists indicating these historic estimates are too high, and

Whereas, engineering analysis of the four historic flood estimates performed by Pacific International Engineering, as well as historical research conducted by Mr. Larry Kunzler, as well as independent investigation performed by the City of Burlington into flood marks at the "Smith" house in Hamilton all indicate the hydrology and hydraulic models being used by the Corps are based on flawed historic flood estimate data, and

Whereas, this Council is concerned that continued use of this flawed data will result in flawed General Investigation results;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF SEDRO-WOOLLEY REQUESTS SKAGIT COUNTY AND THE CORPS OF ENGINEERS INCLUDE THE FOLLOWING STATEMENT IN THE REVISED PROJECT MANAGEMENT PLAN:

"The Seattle District and Skagit County recognize there is not agreement from impacted Cities and Dike Districts regarding the Corps' hydrologic and hydraulic analysis. In particular, several Cities and Dike Districts continue to be concerned that the historic flood estimates are too high and skew the hydrologic analysis."

Adopted this _____ day of _____, 2007.

_____
Mike Anderson, Mayor

Attest:

_____
Patsy Nelson, City Clerk/Treasurer

Approved as to form:

_____
Eron Berg, City Attorney

_____
Published

(Insert City Council Member signature blocks)