Next Ord: 1573-07
Next Res: 740-07

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

April 25, 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 #60123 to #60241 for $188,905.66
      - Payroll Warrants #39998 to #40093 for $156,711.48
   c. Waiver of Fees - Riverfront Park - Skagit Widowed Support Services - August 16, 2007
   d. Waiver of Fees - Memorial /Riverfront Park - Mary Purcell Elementary - Misc. June dates
   e. Waiver of Fees - SW Community Center - SWHS Senior Breakfast - June 5, 6, 2007
   f. Award of Bid - Demo Truck Purchase
   g. Reappointment of Faye Huggins & Appointment of K.B. Johnson to Sedro-Woolley Housing Authority
   h. Amended Mutual Police Aid Agreement
   i. Resolution - Acknowledging the Achievement of Four New Eagle Scouts

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

PUBLIC HEARINGS

UNFINISHED BUSINESS

5. City Hall Update
6. Update of Chapter 17.40 SWMC Sign Ordinance *(2nd Reading)*

NEW BUSINESS

7. Consultant Agreement - Widener & Associates - Rhodes Road Arterial Loop Extension between SR 20 & Cook Road
8. Ordinance - Interim Financing for City Hall Construction Project

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION/YES/PERSONNEL

CITY COUNCIL AGENDA
REGULAR MEETING

APR 25 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 6-3

DATE: April 25, 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 April 25, 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

APR 2 5 2007

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
April 11, 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, Louis Requa, Pat Colgan, Rick Lemley and Dennis London. Staff: Clerk/ Treasurer Nelson, Attorney Berg, Planner Moore, Police Chief Wood and Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting (including March 29 & April 3, 2007 Work Sessions).
- Finance
  - Claim Vouchers #60004 to #60122 for $180,394.84 (Voided Warrant #60006)
  - Payroll Warrants #39903 to #39997 for $210,331.02
- Waiver of Fees – Riverfront Park – Cascade Middle School – June 15, 2007
- Waiver of Fees – Memorial Park – SW Alumni Association – May 5, 2007
- Waiver of Fees – SW Community Center – WA Old Time Fiddlers – December 1, 2007
- Waiver of Fees – Bingham Park – Kris Davis/The 3Day.org – June 1 & 2, 2007
- Resolution – #737-07 Supporting Funding for PL84-99 Levee and Inspection Program

Councilmember Meamber moved to approve the consent calendar. Seconded by Councilmember Colgan. Motion carried (6-0).

Proclamation – Native Plant Appreciation Week – April 29 – May 5, 2007

Mayor Anderson read a proclamation which proclaimed the week of April 29 – May 5, 2007 as Native Plant Appreciation Week in the City of Sedro-Woolley.

Public Comment

Bryon Mercer – 404 Moore Street, addressed the Council and provided a brief personal history and spoke regarding the recent noise ordinance changes. He noted that he has been ticketed for violation of this ordinance. He stated he has a recording studio and a neighbor that he believes has a personnel vendetta against him. Mercer played a tape of

noise from his home on Highway 20 comparing it with noise from his recording studio with a band playing to point out that the road noise is louder than the bands playing. Mercer was directed to make an appointment with Mayor Anderson to discuss the situation.

David Bricka – 9343 Claybrook Road, representing the Chamber of Commerce, invited the Council to upcoming events sponsored by the Chamber of Commerce and reported on the community Easter Egg Hunt which was co-sponsored by the Wildcat Steelhead Club and the Chamber of Commerce.

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

City Hall Update

Attorney Berg noted that comments were reserved to the topic later on the agenda. He did announce that providing the agenda items are passed, there will be a groundbreaking ceremony for the New City Hall Addition on Tuesday, April 17, 2007 at 8:30 A.M. with the public invited to attend.

Polte Road (Report from Council Committee & Staff RE: Status)

Attorney Berg provided a factual review of what has transpired with the investigation of the Polte Road project since being put on hold. He noted that a SEPA was conducted and a SEPA determination completed which was mailed to everyone within 500 feet of the project. Berg noted that a number of the comments received were beyond the scope of the environmental review. Those comments that were within the scope were addressed in the MDNS. He also addressed a meeting with the railroad and railroad officials and reported on a meeting with property owners of the access area regarding a potential change in the access point from Polte Road to Highway 20.

Councilmember Requa moved to abandon any more work to be done on Polte Road. Seconded by Councilmembers Splane and Meamber. Motion carried (6-0).

Councilmember Requa commended the property owner's willingness to negotiate the problem to what is believed to be a good solution.

Councilmember Requa moved to relocate the access point to Highway 20 and request the County to extend the funds from Polte to that project. Seconded by Councilmember Meamber. Motion carried (6-0).

Mayor Anderson commended the Councilmembers on their team effort with being involved in the solution to the concerns of the property owners.

Ordinance – Adopting Public Records Act Rules of the City (*2nd Reading*)

Attorney Berg reviewed the proposed Public Records ordinance and some changes to the first draft which were a result from a public disclosure class attended since the review of the first draft.

Councilmember London moved to adopt Ordinance No. 1570-07 An Ordinance Adopting Public Records Act Rules For the City of Sedro-Woolley. Councilmember Meamber seconded. Motion carried (6-0).

Low Impact Development (*Clarification of Street Requirements*)

Cory Zymbruski – 16695 Peterson Road, Burlington, prefaced that his discussion is not site specific but is general information regarding Low Impact Development. He spoke of a recent misunderstanding or necessary clarification of road width in respect to low impact development. Zymbruski referred to a packet given to Councilmembers addressing road width. The packet included information on narrow and curvy streets which indicate that they are safer. He stated wider streets cost homeowners more money. There is lower maintenance costs of skinny streets, air and water quality and permeability by reducing the impervious surface, quality of life, open space and rural character, encouraging better land use and sense of neighborhood and community as well as copies of Skagit County's urban area road design standards for local access and collector streets, excerpts of Sedro-Woolley Municipal Code Ch. 17.50.080 Low Impact Development Option and information on SEA street landscape and development in Seattle. Zumbruski stated that low impact development is the new paradigm in development and requested Council come to a consensus on low impact development so that staff can continue to review low impact development projects accurately. He also showed layouts of both conventional and low impact development plans for comparison.

Council discussion ensued to include the requested road width by the City Engineer, retention ponds, emergency access, concept of low impact development, Skagit County's urban standards, other issues besides road width, direction to the City Engineer, timeline for decision, low impact as set in the manual, preference for speed calming streets and parking issues. The consensus of the Council as repeated by Attorney Berg was that Council was receptive to low impact development as identified in the manual.

NEW BUSINESS

Adoption of the "Optional Municipal Code", RCW 35A (*1st Reading*)

Attorney Berg reviewed the proposed adoption of the "Optional Municipal Code" and questioned whether Council would like to review the topic further for possible adoption. Berg compared differences between a code city and a second class city. Berg noted that the City of Burlington, last year became a code city and recommended to get the Burlington City Attorney to provide some direct information about their experience. He noted the process is not hard to make the shift but would want to identify questions the

Council may have prior to a decision. Berg suggested this become a topic of a future worksession.

Discussion ensued to include requirements for a Planning Commission, Hearing Examiner and capacity to build your own mechanism.

Councilmember London moved to move the "Optional Municipal Code" discussion to the next work session. Councilmember Requa seconded. Motion carried (6-0).

City Supervisor Position, Ordinance and Contract Amendment

Mayor Anderson reviewed the recommendation for a City Supervisor/City Attorney position for the City. Anderson reviewed his reasons for believing the position to be in the best interest of the City's operation.

Council discussion ensued to include funding for the position,

Councilmember Splane moved to create a City Supervisor/City Attorney position. Councilmember Requa seconded.

Discussion ensued as to the personal level of the City Supervisor with dealing with employees.

Mayor Anderson called for the question of all those in favor the draft ordinance creating a City Supervisor/City Attorney position. Motion carried (6-0).

Councilmember Meamber moved to adopt the draft ordinance setting the salary for the City Supervisor/City Attorney position Ordinance No. 1571.07. Seconded by Councilmember Splane. Motion carried (6-0).

Councilmember London moved to authorize the Mayor to sign the attached amendment to the Employment Agreement with Eron Berg, making him the City Supervisor/Attorney. Councilmember Splane seconded. Motion carried (6-0).

City Hall Award of Bid, Budget Amendment & Interim Financing

Attorney Berg reviewed background information which included low bidder information, delay in award of bid, review of documents within the packets, delegation of change order authorization, interim financing proposals with Peoples Bank and the engagement letter from K&L Gates.

City Hall: Contract with USDA (*late materials*)

Attorney Berg reviewed the late materials passed out to Councilmembers which included a description of project, copy of the floor plan and advantages of the new building which will be ADA accessible as well as the required USDA forms and certifications.

Packet 2 – Item 1
Councilmember Meamber moved to approve and ratify the Mayor's signature on the USDA loan documents. Seconded by Councilmember Splane. Motion carried (6-0).

Packet 2 – Item 2
Councilmember Splane moved to adopt the draft Loan Resolution #738-07. Seconded by Councilmember Requa. Motion carried (6-0).

Packet 1 – Item 1
Councilmember Requa moved to adopt the draft resolution awarding #739-07 awarding the bid and authorizing the construction of the addition to the City's Municipal Building. Seconded by Councilmember Meamber. Motion carried (6-0).

Packet 1 – Item 2
Councilmember Colgan moved to adopt the draft ordinance 1572-07 amending the 2007 budget. Seconded by Councilmember Requa. Motion carried (6-0).

Packet 1 – Item 3
Councilmember Lemley moved to award the bid and authorize the Mayor to sign the contract with Peoples Bank for interim financing. Seconded by Councilmember Splane. Motion carried (6-0).

Packet 1 – Item 4
Councilmember London moved to authorize the Mayor to sign the engagement letter with K&L Gates to provide bond counsel representation to the City. Seconded by Councilmember Colgan. Motion carried (6-0).

Mayor Anderson thanked all staff for their team effort in working on completion of the paperwork process. Mayor Anderson also commended Darla O'Conner from USDA for her extra effort in getting the approvals in record time.

Consultant Agreement – KPFF – Rhodes Road Arterial Loop Extension between SR-20 and Cook Road

Attorney Berg reviewed background information regarding a grant received which includes extending part of the City's arterial between SR-20 and Cook Road, beginning at what is now the Hodgin Street traffic signal. The City is at the end of the grants life span and need to move forward in order not to lose the grant. Berg stated initially the City by way of interlocal agreement was to have the County complete the design but now recommends hiring KPFF Consulting Engineers to complete design work.

Discussion ensued to include original amount of grant, time line of grant, timeline for completion of project and repayment clause.

Councilmember Requa moved to authorize the Mayor to sign and execute the attached agreement with KPFF for professional services in the amount not to exceed $297,100.00

conditioned upon the review of the grant agreement that it does not require construction of said design. Councilmember Colgan seconded. Motion carried (6-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Councilmember Lemley – expressed excitement about the New City Hall and the progress on the Township Street paving.

Councilmember Colgan – questioned how the golf course was doing.

Councilmember Requa – expressed concern on the grant funding for the Skagit Plant ingress/egress and the potential of repayment if not used.

Mayor Anderson provided an update of the project and ongoing meetings with the property owners.

Requa also questioned progress on the Township Sewer project from Polte Road to McGargile Rd. and whether there has been any progress on the locate through Highway 20.

Attorney Berg noted staff is working on the railroad piece. Berg also reported on a recent meeting with Railroad personnel and spoke on a conversation with representatives from USDA regarding various programs they have.

Councilmember Meamber – commented that he wanted to see some flowers in the downtown area.

Councilmember Lemley commented the Chamber of Commerce is working on getting sponsors for the barrels along the street but the Public Lands department is responsible for the traditional hanging baskets.

Attorney Berg – reminded Councilmembers of the upcoming groundbreaking ceremony scheduled for Tuesday, April 17th at 8:30 A.M. and Thursday, April 19th a field trip to Ferndale for a site visit to a recycling site that is interested in coming to Sedro-Woolley.

Police Chief Wood – reported on recent changes at Cascade Middle School with morning access. He also noted increased traffic enforcement on Fruitdale and McGargile Roads as well as progress being made on Greenstreet and State Street with abandoned cars and clean up of the property.

Councilmember Splane moved to adjourn. Seconded by all Councilmembers. Motion carried.

The meeting adjourned at 9:25 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 2 5 2007

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

DATE: April 25, 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 April 25, 2007.

Motion to approve Claim Vouchers #60123 to #60241 in the amount of $188,905.66.

Motion to approve Payroll Warrants #39998 to #40093 in the amount of $156,711.48.

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

04/25/2007 (Printed 04/20/2007 09:08)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60123	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	512.00
		MISC-FILING FEES/LIEN EXP	SAN	480.00
		WARRANT TOTAL		992.00
60124	A.I.R. EMISSIONS	REPAIRS/MAINT - EQUIP	PL	50.00
		MAINTENANCE OF VEHICLES	SWR	50.00
		AUTO FUEL/DIESEL	SAN	50.00
		WARRANT TOTAL		150.00
60125	ALL-PHASE ELECTRIC	MAINTENANCE OF BUILDINGS	SWR	577.53
		WARRANT TOTAL		577.53
60126	ALLIANCE OFFICE PRODUCTS	OPERATING SUPPLIES	PL	21.48
		WARRANT TOTAL		21.48
60127	ALPINE FIRE & SAFETY	REPAIRS & MAINTENANCE	PD	79.22
		REPAIRS/MAINT-EQUIP	FD	101.63
		SAFETY EQUIPMENT	PL	269.46
		WARRANT TOTAL		450.31
60128	ANDERSON, MIKE	SUPPLIES	LGS	9.99
		MEALS/TRAVEL	EXE	51.90
		WARRANT TOTAL		61.89
60129	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	6,769.80
		WARRANT TOTAL		6,769.80
60130	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	66.53
		AUTO FUEL	PD	1,128.67
		AUTO FUEL/DIESEL	FD	320.34
		VEHICLE FUEL / DIESEL		582.03
		VEHICLE FUEL / DIESEL		428.58
		AUTO FUEL/DIESEL	SAN	1,152.59
		WARRANT TOTAL		3,678.74
60131	AVAYA INC.	REPAIRS & MAINTENANCE	PD	561.31
		REPAIRS/MAINT-EQUIP	FD	561.30
		WARRANT TOTAL		1,122.61
60132	BANK OF AMERICA	SUPPLIES/BOOKS	PLN	2,410.46
		SUPPLIES/BOOKS	PLN	87.80
		MISC-TUITION/REGISTRATION	PLN	67.35
		TUITION/REGISTRATION	ENG	67.34
		MISC-TUITION/REGISTRATION	INSP	67.35
		MAINTENANCE OF LINES	SWR	201.42
		MEALS/TRAVEL	SWR	751.03
		WARRANT TOTAL		3,652.75
60133	BARNETT IMPLEMENT CO. INC	REPAIRS/MAINT - EQUIP	PL	35.86
		REPAIRS/MAINT - EQUIP	PL	99.06
		REPAIRS/MAINT - EQUIP	PL	160.66
		WARRANT TOTAL		295.58

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60134	BANK OF AMERICA	MISC-DUES	FD	6.70
		MISC-DUES	FD	97.50
		WARRANT TOTAL		104.20
60135	BAY CITY SUPPLY	OPERATING SUPPLIES	CS	233.24
		REPAIRS/MAINT-DORM	FD	35.14
		WARRANT TOTAL		268.38
60136	BELZONA WASHINGTON, INC.	MAINT OF GENERAL EQUIP	SWR	2,390.36
		WARRANT TOTAL		2,390.36
60137	BOARD FOR VOLUNTEER	PENSION-VOLUNTEER FIREMEN	FD	210.00
		WARRANT TOTAL		210.00
60138	BOOKMARKS MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	63.95
		WARRANT TOTAL		63.95
60139	BOULDER PARK, INC	SOLIDS HANDLING	SWR	5,643.99
		WARRANT TOTAL		5,643.99
60140	BOUWENS, JENNIFER A.	PROSECUTING ATTY	JUD	2,500.00
		WARRANT TOTAL		2,500.00
60141	BROWN & COLE STORES	REPAIRS/MAINT-DORM	FD	33.57
		WARRANT TOTAL		33.57
60142	BRIM TRACTOR COMPANY INC	REPAIRS/MAINT - EQUIP	PL	64.39
		REPAIRS/MAINT - EQUIP	PL	329.75
		REPAIRS/MAINT - EQUIP	PL	64.39-
		WARRANT TOTAL		329.75
60143	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	678.00
		PUBLIC UTILITIES	FD	2,002.51
		PUBLIC UTILITIES	LIB	263.43
		PUBLIC UTILITIES	PL	517.91
		PUBLIC UTIL - COMM CENTER	PL	219.80
		PUBLIC UTIL - SENIOR CENTER	PL	708.19
		PUBLIC UTIL - FOOD BANK	PL	49.10
		PUBLIC UTIL - HHS	PL	104.29
		PUBLIC UTILITIES	SWR	178.10
		PUBLIC UTILITIES	SAN	763.98
		WARRANT TOTAL		5,485.31
60144	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	16.74
		WARRANT TOTAL		16.74
60145	COLLINS OFFICE SUPPLY,INC	SUPPLIES	FIN	90.59
		SUPPLIES/BOOKS	PLN	68.33
		SUPPLIES/BOOKS	PLN	49.56
		SUPPLIES	ENG	68.34
		SUPPLIES	ENG	117.14
		OFF/OPER SUPPS & BOOKS	INSP	5.84

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OFF/OPER SUPPS & BOOKS	INSP	49.56
		REPAIRS/MAINT - EQUIP	PL	3.37
		REPAIRS/MAINT - EQUIP	PL	3.37
		MAINTENANCE OF VEHICLES	SWR	3.37
		REPAIRS/MAINT-EQUIP	SAN	3.38
		WARRANT TOTAL		462.85
60146	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	5.41
		PROFES. SVCS. REIMBURSE	ENG	4.72
		WARRANT TOTAL		10.13
60147	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	39.58
		WARRANT TOTAL		39.58
60148	SKAGIT WEEKLY NEWS GROUP	PRINTING/PUBLICATIONS	PD	171.18
		PRINTING/PUBLICATIONS	PD	149.04
		WARRANT TOTAL		320.22
60149	CRYSTAL SPRINGS	SUPPLIES	LGS	47.94
		SUPPLIES	JUD	18.38
		OPERATING SUPPLIES	CS	19.88
		OPERATING SUPPLIES	FD	55.85
		OPERATING SUPPLIES	PL	41.26
		OPERATING SUPPLIES	SWR	38.19
		OPERATING SUPPLIES	SAN	58.49
		WARRANT TOTAL		279.99
60150	CUSTOM EMBROIDERY	SAFETY EQUIPMENT	PL	138.38
		CLOTHING	SWR	22.68
		CLOTHING	SWR	183.09
		SAFETY EQUIPMENT	SWR	9.72
		OPERATING SUPPLIES	SAN	67.19
		WARRANT TOTAL		421.06
60151	CUTTING EDGE TRAINING	TUITION/REGISTRATION	PD	387.00
		WARRANT TOTAL		387.00
60152	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	FIN	304.00
		WARRANT TOTAL		304.00
60153	DESTINATION WIRELESS	OPERATING SUPPLIES	SWR	21.59
		WARRANT TOTAL		21.59
60154	DIAMONDBACK FIRE & RESCUE	REPAIRS/MAINT-EQUIP	FD	205.18
		WARRANT TOTAL		205.18
60155	DIVERSINT	REPAIRS & MAINTENANCE	PD	25.90
		WARRANT TOTAL		25.90
60156	DOUGHER, MELISSA	SPECIAL INVESTIGATIONS	PD	14.99
		WARRANT TOTAL		14.99

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60157	ESM CONSULTING ENGINEERS LLC	PROFESSIONAL SERVICES	ENG	10,666.00
		WARRANT TOTAL		10,666.00
60158	ESP OPTICAL	OPERATING SUPPLIES	FD	69.95
		WARRANT TOTAL		69.95
60159	E & E LUMBER	SMALL TOOL & MINOR EQUIP	PL	13.19
		SAFETY EQUIPMENT	PL	5.40
		REPAIRS/MAINT-CAMPGROUND	PL	48.18
		OPERATING SUPPLIES	SWR	20.82
		OPERATING SUPPLIES	SWR	232.19
		OPERATING SUPPLIES	SWR	20.36
		OPERATING SUPPLIES	SWR	1.19
		OPERATING SUPPLIES	SWR	1.49
		WARRANT TOTAL		342.82
60160	ELLIS, MIKE	TRAVEL/MEALS	FD	588.00
		WARRANT TOTAL		588.00
60161	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	185.00
		WARRANT TOTAL		185.00
60162	EMERGENCY MEDICAL	OPERATING SUPPLIES	FD	38.86
		WARRANT TOTAL		38.86
60163	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	32.80
		PROFESSIONAL SERVICES	PD	20.00
		PROFESSIONAL SERVICES	PL	40.00
		PROFESSIONAL SERVICES	SAN	20.00
		WARRANT TOTAL		112.80
60164	FEDERAL EXPRESS CORP.	PROFES. SVCS. REIMBURSE	ENG	21.21
		WARRANT TOTAL		21.21
60165	GAYLORD BROS.	SUPPLIES	LIB	47.49
		WARRANT TOTAL		47.49
60166	GLENN B. ALLEN JEWELERS	SUPPLIES	EXE	47.41
		WARRANT TOTAL		47.41
60167	GEOTIVITY INC.	PROFESSIONAL SERVICES	SWR	4,333.59
		WARRANT TOTAL		4,333.59
60168	HEARTHSONG	MISC-SUMMER READ PROGRAM	LIB	43.89
		WARRANT TOTAL		43.89
60169	HENRY, BRENDA	MISC-PERMITS & LICENSES	PL	160.00
		MISC-TUITION/REGISTRATION	SWR	320.00
		WARRANT TOTAL		480.00
60170	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	110.51
		WARRANT TOTAL		110.51

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60171	HONEY BUCKET	OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	72.70
		WARRANT TOTAL		166.46
60172	HOWMAC INC	CONTAINERS	SAN	810.00
		WARRANT TOTAL		810.00
60173	H. W. WILSON COMPANY, THE	BOOKS, PERIOD, RECORDS	LIB	179.80
		WARRANT TOTAL		179.80
60174	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	15.82
		BOOKS, PERIOD, RECORDS	LIB	15.82
		BOOKS, PERIOD, RECORDS	LIB	22.53
		BOOKS, PERIOD, RECORDS	LIB	22.53
		WARRANT TOTAL		76.70
60175	ISLAND CO. FPD #1	TUITION/REGISTRATION	FD	1,350.00
		WARRANT TOTAL		1,350.00
60176	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
60177	JOHN, RONALD	RETIRED MEDICAL	PD	210.00
		WARRANT TOTAL		210.00
60178	KAALAND CONSTRUCTION	OTHER IMPROVEMENTS	PL	26,190.00
		WARRANT TOTAL		26,190.00
60179	KESSELRING'S	AMMUNITION	PD	482.76
		WARRANT TOTAL		482.76
60180	KING CO. DEPT OF FINANCE	SOLIDS HANDLING	SWR	3,649.79
		WARRANT TOTAL		3,649.79
60181	KROESEN'S INC.	OPERATING SUPPLIES	FD	140.08
		WARRANT TOTAL		140.08
60182	L N CURTIS & SONS	OPERATING SUPPLIES	FD	2,271.80
		SMALL TOOLS & MINOR EQUIP	FD	169.02
		SMALL TOOLS & MINOR EQUIP	FD	150.46
		WARRANT TOTAL		2,591.28
60183	LABCORP	PROFESSIONAL SERVICES	LIB	51.50
		PROFESSIONAL SERVICES	PL	51.50
		WARRANT TOTAL		103.00
60184	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	325.00
		WARRANT TOTAL		325.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60185	LAZARON, JOANN	MISC-PRINTING & BINDING	PLN	9.98
		TUITION/REGISTRATION	ENG	9.98
		MISC-TUITION/REGISTRATION	INSP	9.99
		WARRANT TOTAL		29.95
60186	M & M CONTRACTORS SUPPLY	OP. SUPPLIES - TRAFFIC	PL	285.60
		SMALL TOOL & MINOR EQUIP	PL	89.90
		WARRANT TOTAL		375.50
60187	MAD MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	45.00
		WARRANT TOTAL		45.00
60188	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
60189	MUNICIPAL EMERGENCY SVC	SMALL TOOLS & MINOR EQUIP	FD	50.96
		POSTAGE	FD	21.62
		WARRANT TOTAL		72.58
60190	OFFICE DEPOT	SUPPLIES	FIN	184.48
		OPERATING SUPPLIES	CS	65.60
		OFFICE/OPERATING SUPPLIES	PD	29.81
		OFFICE SUPPLIES	FD	7.82
		SUPPLIES	LIB	301.87
		PORTABLE EQUIPMENT	SWR	118.49
		OFFICE SUPPLIES	SAN	15.62
		WARRANT TOTAL		723.69
60191	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	PL	78.82
		WARRANT TOTAL		78.82
60192	OVERALL LAUNDRY SERV INC	MISC - JUDGEMENT & DAMAGES	CS	27.19
		REPAIRS/MAINT-STORM DRAIN	PL	32.07
		MISC-LAUNDRY	PL	19.60
		MISC-LAUNDRY	PL	32.07
		LAUNDRY	SWR	23.18
		WARRANT TOTAL		134.11
60193	OTAK	PROFESSIONAL SERVICES	ENG	7,820.32
		WARRANT TOTAL		7,820.32
60194	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	15.64
		POSTAGE	LIB	3.48
		BOOKS, PERIOD, RECORDS	LIB	46.04
		WARRANT TOTAL		65.16
60195	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	870.00
		WARRANT TOTAL		870.00
60196	PITTMAN, HAROLD	RETIRED MEDICAL	PD	30.00
		WARRANT TOTAL		30.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60197	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	47.00
		PUBLIC UTILITIES	CS	33.75
		PUBLIC UTILITIES	FD	161.35
		PUBLIC UTILITIES	LIB	20.75
		PUBLIC UTILITIES	PL	193.10
		PUBLIC UTIL - CAMPGROUND	PL	116.60
		PUBLIC UTIL - HHS	PL	182.15
		PUBLIC UTILITIES	SWR	174.45
		PUBLIC UTILITIES	SAN	33.75
		WARRANT TOTAL		962.90
60198	PUGET SOUND ENERGY	PUBLIC UTIL - STREETLIGHTS	PL	6,612.05
		WARRANT TOTAL		6,612.05
60199	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	966.46
		WARRANT TOTAL		966.46
60200	REGION 4 LIFE SAFETY COUNCIL	TUITION/REGISTRATION	FD	125.00
		TUITION/REGISTRATION	FD	125.00
		TUITION/REGISTRATION	FD	125.00
		WARRANT TOTAL		375.00
60201	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	189.59
		PROFESSIONAL SERVICES	ENG	120.83
		PROFESSIONAL SERVICES	ENG	1,820.72
		ENGINEERING-POLTE/TOWNSHIP	AST	40.17
		ROADWAY - ARTERIAL MAINT	AST	263.95
		CONSTRUCTION - SR20 LINE	PWT	2,565.40
		ENGINEERING-TOWNSHIP LINE	PWT	9,371.00
		WARRANT TOTAL		14,371.66
60202	ROHLINGER ENTERPRISES, INC.	OPERATING SUPPLIES	SWR	127.89
		WARRANT TOTAL		127.89
60203	SALYER, DOUGLAS	RETIRED MEDICAL	PD	30.00
		WARRANT TOTAL		30.00
60204	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	191.28
		OPERATING SUPPLIES	SWR	80.51
		OPERATING SUPPLIES	SWR	52.74
		WARRANT TOTAL		324.53
60205	SCHWETZ CONSTRUCTION INC	PROFESSIONAL SERVICES	ENG	3,530.70
		WARRANT TOTAL		3,530.70
60206	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	270.20
		REPAIRS/MAINT-EQUIP	FD	100.19
		WARRANT TOTAL		370.39
60207	SEATTLE PUMP AND EQUIP CO	MAINT OF GENERAL EQUIP	SWR	194.38
		WARRANT TOTAL		194.38

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60208	SEDRO-WOOLLEY AUTO PARTS	SMALL TOOLS & MINOR EQUIP	FD	62.92
		OPERATING SUPPLIES	PL	15.74
		SMALL TOOL & MINOR EQUIP	PL	19.57
		REPAIRS/MAINT - EQUIP	PL	24.59
		REPAIRS/MAINT - EQUIP	PL	13.18
		REPAIRS/MAINT - EQUIP	PL	2.91
		WARRANT TOTAL		138.91
60209	SEDRO-WOOLLEY POSTMASTER	POSTAGE	LIB	117.00
		WARRANT TOTAL		117.00
60210	SK CO DEPT OF EMERG MGMT	DEPT OF EMERG MANAGEMENT	EMG	5,088.92
		WARRANT TOTAL		5,088.92
60211	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	608.26
		WARRANT TOTAL		608.26
60212	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	150.00
		WARRANT TOTAL		150.00
60213	SKAGIT CO. HISTORICAL MUSEUM	BOOKS, PERIOD, RECORDS	LIB	49.00
		WARRANT TOTAL		49.00
60214	SKAGIT CO. SENIOR SERVICE	SKAGIT SENIOR SERVICES	SEN	4,725.25
		WARRANT TOTAL		4,725.25
60215	SKAGIT COUNTY SHERIFF	PRISONERS	PD	9,508.38
		PRISONERS	PD	1,055.31
		WARRANT TOTAL		10,563.69
60216	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	PL	66.89
		OPERATING SUPPLIES	PL	194.38
		PROPANE	PL	14.89
		OTHER IMPROVEMENTS	PL	201.33
		MAINTENANCE OF LINES	SWR	45.30
		WARRANT TOTAL		522.79
60217	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	34.20
		LEGAL PUBLICATIONS	LGS	25.65
		LEGAL PUBLICATIONS	LGS	25.65
		ENGINEERING-POLTE/TOWNSHIP	AST	125.40
		ADVERTISING	PL	314.11
		WARRANT TOTAL		525.01
60218	SK. VALLEY MED. CTR INC	PROF SERVICE-MEDICAL EXAMS	FD	220.00
		WARRANT TOTAL		220.00
60219	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	591.90
		WARRANT TOTAL		591.90
60220	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60221	TRAIL ROAD EXPRESS LUBE	REPAIRS/MAINT - EQUIP	PL	25.87
		WARRANT TOTAL		25.87
60222	TREATMENT EQUIPMENT CO.	MAINT OF GENERAL EQUIP	SWR	1,339.88
		WARRANT TOTAL		1,339.88
60223	TRUE VALUE	TELEPHONE	FIN	54.84
		OPERATING SUPPLIES	CS	17.78
		TELEPHONE	PLN	32.72
		TELEPHONE	ENG	32.72
		OFFICE/OPERATING SUPPLIES	PD	7.01
		TELEPHONE	PD	233.81
		TELEPHONE	PD	912.93
		TELEPHONE	INSP	32.72
		REPAIRS/MAINTENANCE BLDG.	LIB	73.42
		TELEPHONE - CAMPGROUND	PL	111.49
		REPAIRS/MAINT-CAMPGROUND	PL	33.91
		REPAIRS/MAINT-CAMPGROUND	PL	140.91
		REPAIRS/MAINT-HHS	PL	12.95
		REPAIRS/MAINT-HHS	PL	129.59
		OPERATING SUPPLIES	SWR	29.07
		OPERATING SUPPLIES	SWR	19.58
		OPERATING SUPPLIES	SWR	12.25
		OPERATING SUPPLIES	SWR	14.03
		OPERATING SUPPLIES	SWR	4.09
		TELEPHONE	SWR	47.77
		WARRANT TOTAL		1,953.59
60224	UNITED GENERAL HOSPITAL	PRISONERS	PD	437.30
		WARRANT TOTAL		437.30
60225	UNITED LABORATORIES	OFFICE/OPERATING SUPPLIES	PD	83.50
		OPERATING SUPPLIES	FD	83.50
		OPERATING SUPPLIES	LIB	167.00
		OPERATING SUPPLIES	PL	306.48
		OPERATING SUPPLIES	PL	320.19
		OPERATING SUPPLIES	PL	25.70
		SUPPLIES - CAMPGROUND	PL	643.00
		SUPPLIS - COMMUNITY CENTER	PL	167.09
		OPERATING SUPPLIES	SAN	1,755.70
		WARRANT TOTAL		3,552.16
60226	USA TODAY	BOOKS, PERIOD, RECORDS	LIB	312.00
		WARRANT TOTAL		312.00
60227	UV DOCTOR	MAINT OF GENERAL EQUIP	SWR	4,852.64
		WARRANT TOTAL		4,852.64
60228	VALLEY AUTO SUPPLY	REPAIRS/MAINT - EQUIP	PL	12.63
		WARRANT TOTAL		12.63
60229	VERIZON NORTHWEST	TELEPHONE	JUD	191.15

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	FIN	477.85
		TELEPHONE	PLN	95.57
		TELEPHONE	ENG	95.57
		TELEPHONE	PD	81.01
		TELEPHONE	INSP	95.57
		TELEPHONE	SWR	41.75
		WARRANT TOTAL		1,078.47
60230	VISTEN, LESLIE	RETIRED MEDICAL	PD	136.00
		WARRANT TOTAL		136.00
60231	WA STATE CRIMINAL JUSTICE	TUITION/REGISTRATION	PD	50.00
		WARRANT TOTAL		50.00
60232	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	JUD	24.03
		WARRANT TOTAL		24.03
60233	WA STATE DEPT OF REVENUE	TAXES AND ASSESSMENTS	LIB	10.47
		BOOKS, PERIOD, RECORDS	LIB	10.75
		SMALL TOOL & MINOR EQUIP	PL	211.52
		TAXES & ASSESSMENTS	PL	63.27
		TAXES AND ASSESSMENTS	SWR	3,913.78
		TAXES & ASSESSMENTS	SAN	4,976.72
		WARRANT TOTAL		9,186.51
60234	WA STATE DEPT OF REVENUE	RENTS, LEASES, CONCESSIONS		80.89
		WARRANT TOTAL		80.89
60235	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	72.00
		PROFESSIONAL SERVICES	LIB	10.00
		PROFESSIONAL SERVICES	PL	10.00
		WARRANT TOTAL		92.00
60236	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	7,596.70
		WARRANT TOTAL		7,596.70
60237	WHOLE ENERGY FUELS	AUTO FUEL/DIESEL	SAN	635.39
		WARRANT TOTAL		635.39
60238	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES	SWR	5.91
		OPERATING SUPPLIES	SAN	15.01
		WARRANT TOTAL		20.92
60239	WOOD, DOUG	OFFICE/OPERATING SUPPLIES	PD	50.39
		WARRANT TOTAL		50.39
60240	SWARTZ, PATRICIA	JURY/WITNESS FEES	JUD	12.24
		WARRANT TOTAL		12.24
60241	DUCLOS, CHERI M.	JURY/WITNESS FEES	JUD	10.00
		WARRANT TOTAL		10.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		RUN TOTAL	188,905.66

FUND	TITLE		AMOUNT
001	CURRENT EXPENSE FUND		83,374.99
104	ARTERIAL STREET FUND		429.52
105	LIBRARY FUND		1,949.13
110	PUBLIC LANDS	110	41,161.43
332	PWTF SEWER CONSTRUCTION FUND		11,936.40
401	SEWER FUND		31,602.93
412	SOLID WASTE FUND		18,451.26
TOTAL			188,905.66

DEPARTMENT		AMOUNT
001 000 000		80.89
001 000 011		143.43
001 000 012		8,516.30
001 000 013		99.31
001 000 014		1,999.24
001 000 018		1,188.97
001 000 019		2,830.50
001 000 020		24,579.33
001 000 021		23,492.11
001 000 022		9,761.45
001 000 024		261.03
001 000 025		5,088.92
001 000 055		4,725.25
001 000 062		608.26
FUND CURRENT EXPENSE FUND		83,374.99
104 000 042		429.52
FUND ARTERIAL STREET FUND		429.52
105 000 072		1,949.13
FUND LIBRARY FUND		1,949.13
110 000 042		41,161.43
FUND PUBLIC LANDS	110	41,161.43
332 000 082		11,936.40
FUND PWTF SEWER CONSTRUCTION FUND		11,936.40
401 000 035		31,602.93
FUND SEWER FUND		31,602.93
412 000 037		18,451.26
FUND SOLID WASTE FUND		18,451.26
TOTAL		188,905.66

CITY OF SEDRO-WOOLLEY
RECEIVED ON

APR 09 2007
Time: 1:20 PM
Initials: CB

SKAGIT WIDDOWED SUPPORT SERVICES 4/9/07

City council
City hall
Sedro Woolley ,Wa.
98284

CITY COUNCIL AGENDA
REGULAR MEETING

APR 25 2007

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

gentlemen

skagit widdowed support services (SWSS) is a volunteer non-profit organization that is dedicated to helping all bereaved, who have lost their spouse .

We are asking to reserve the largest shelter at river front park for thursday the 16 th of August .

In the past you have waived the usage fee and we would be greatful if you could see your way clear to do so again this year .

What ever your decision , we still wish to reserve the shelter and would like your answer at your earliest convience, as we need time to inform our members and make our plans for the event .

Again this year thank you for taking the time to consider our request .

Sincerly

John W. Derham president

John W Derham

A free monthly SWSS newsletter is mailed to all members and to prospective members.

We are a non-profit, non-denominational support group of local volunteers. Membership is open to all widowed men and women.

If you are interested in learning more about Skagit Widowed Support Services please call or return the following:

☐ **Please put me on your mailing list**

☐ **I am interested in the Grief Discussion Group**

Name _____

Address _____

_____

Phone _____

Skagit Widowed Support Services

P.O. Box 156, Mount Vernon, WA 98273

a non-profit, non-denominational support group

Skagit Widowed Support Services

P.O. Box 156

Mount Vernon, WA. 98273

1-800-317-7988

We Understand...

The death of a spouse can be the most painful event in life. The survivor may be overwhelmed by grief, loneliness, and fear of the unknown and may become frightened by these unfamiliar emotions.

The widowed person needs to know:

* Are my feelings and behavior normal?
* How can I make friends and family understand?
* Where do I go from here?

Skagit Widowed Support Services can help the widowed find answers to these and other questions.

We Want to Help . . .

Grief Discussion Series

Widowed persons often find comfort in talking with others who are grieving. **Skagit Widowed Support Services** sponsors an 8-week discussion series where widowed men and women can learn to deal with their feelings and share concerns.

"Talk Outs"

Widowed persons will enjoy joining informal social gatherings with other widows and widowers. There is time for sharing feelings and ideas and for making new friends.

Social Program

SWSS offers a social program which includes no-host luncheons, pot-lucks, and monthly dinners where you can meet in a safe, warm, supportive atmosphere to socialize with other widowed people who will listen and understand.

Please call or write for additional information.

Skagit Widowed Support Services

P.O. Box 156
Mount Vernon
Washington
98273

1-800-317-7988

CITY COUNCIL AGENDA
REGULAR MEETING

APR 25 2007

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

April 17, 2007

City of Sedro-Woolley
City Council Members
720 Murdock Street
Sedro-Woolley, WA 98284

Dear Council Members:

Mary Purcell Elementary kindergarten and first grade classes are requesting to use Memorial City Park on June 14 and June 15, for a class picnic.

Mary Purcell Elementary also requests the following dates for Riverfront Parks large and small shelter and park area: June 12, 13, 14. This would be for 2nd, 3rd, 4th, 5th & 6th grades.

The school district is requesting the rental fee to be waived for this occasion. Please let us know at your earliest convenience if this is possible.

Sincerely,

Rebecca Goertzel
Principal

1235 Third Street
Sedro-Woolley, WA 98284

Phone: (360) 855-3510
Fax: 360-855-3517

CITY COUNCIL AGENDA
REGULAR MEETING

APR 2 5 2007

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

April 17, 2007

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

Dear Mayor Anderson:

It is that time of year when Sedro-Woolley High School is planning for the Class of 2007 graduation activities. Traditionally in the past we have used the Community Center for the Senior Breakfast. On behalf of the graduating Class of 2007 I am requesting that you waive the rental fee of the Sedro-Woolley Community Center for Tuesday evening, June 5, 2007 for set up of the breakfast, and Wednesday, June 6, 2007 for the breakfast and clean up.

Thank you for your continued support of Sedro-Woolley Schools.

Sincerely,

Mike Schweigert, Principal

Cc: Cheryl Brue
Senior Parent Group

CITY COUNCIL AGENDA
REGULAR MEETING

APR 2 5 2007

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

CITY OF SEDRO-WOOLLEY SOLID WASTE & FLEET DIVISION
315 Sterling Street Sedro-Woolley, WA 98284 (360) 855-1884

Memo

To: Rick Blair, Mayor Anderson, City Council
From: Leo Jacobs Solid Waste & Fleet Supervisor
Date: 4/5/2007
Re: Purchase (ERR 2007) Demo Truck

Subject: AWARD OF BID- FOR DEMO TRUCK PURCHASE

Recommendation Action:

Staff recommends that council move to award the demo truck bid to the low bidder, Western Peterbuilt inc. in the amount of 179,520.00 including sales tax.

Background:

-ERR replacement is scheduled for 2007.
-The fleet committee has unanimously approved us to solicit bids for this truck.
-Accordingly we advertised for this demo truck in our local paper and our city web site.
One firm submitted a bid as follows:

Western Peterbuilt Inc. 179,520.00 including sales tax

Recommendation:

Award bid to Western Peterbuilt.
Authorize the purchase of the demo truck from Western Peterbuilt

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

FINAL SUBMITTAL RESULTS

SPECIFICATION TITLE: One used frontload truck
SPECIFICATION No.: N/A
OPENING DATE: March 13, 2007

Submittals Received From: Name of Organization or Individual City or Town, State	Rec'd Check, Bid Bond, Money Order	Amount of Bid Plus Sales Tax	Addenda Acknowledged
Western Peterbuilt, Inc. Seattle/Marysville, WA	N/A	$179,520.00	N/A

A = Awardee (Successful bidder/proposer)
N = Non-responsive submittal
P = Partial bid

CITY COUNCIL AGENDA
REGULAR MEETING

APR 2 5 2007

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

DATE: April 25, 2007

TO: Sedro-Woolley City Council

FROM: Mayor Mike Anderson

SUBJECT: APPOINTMENTS TO HOUSING AUTHORITY

There are currently two openings on the Sedro-Woolley Housing Authority Board. I would like to reappoint Fay Huggins who resides at 928 Alderwood Lane. Her term will expire on December 31, 2011. I would like to appoint K.B. Johnson who resides at 889 Carriage Court to the vacant position on the board previously filled by Richard Morris. His term will expire on December 31, 2010.

Sedro-Woolley Police Department

CITY COUNCIL AGENDA
REGULAR MEETING

APR 25 2007

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

Memo

To: Mayor Anderson

Sedro-Woolley City Council Members

From: Chief Doug Wood

Date: 4-20-07

Re: Mutual Aid Agreement

Background

This is a revised copy of the Mutual Aid Agreement that was approved and signed on January 10, 2007. One agency had an issue and the agreement has been modified and is being resubmitted for approval. This agreement has been review by me and City Attorney Berg.

Recommended action:

Authorize Mayor, City Attorney and Police Chief to sign agreement.

INTERLOCAL AGREEMENT FOR MUTUAL POLICE AID AND COOPERATION

THIS IS AN AGREEMENT BETWEEN THE CITY OF ANACORTES, WASHINGTON, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER REFERRED TO AS "ANACORTES", THE CITY OF BURLINGTON, WASHINGTON, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER REFERRED TO AS "BURLINGTON", THE CITY OF MOUNT VERNON, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER REFERRED TO AS "MOUNT VERNON", THE CITY OF SEDRO WOOLLEY, WASHINGTON, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER REFERRED TO AS "SEDRO WOOLLEY", AND THE COUNTY OF SKAGIT, STATE OF WASHINGTON, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER REFERRED TO AS "SKAGIT COUNTY". THESE PARTIES SHALL ALSO BE REFERRED TO AS "JURISDICTIONS".

RECITALS:

1. In the interests of the public welfare, it is necessary and desirable that local jurisdictions within Skagit County should voluntarily aid and assist each other regarding the provision of police protection to their citizens.

2. Also in the interests of the public welfare, it is necessary and desirable to modify current artificial territorial barriers to the exercise of law enforcement authority.

3. Contracts for mutual police aid between municipalities are authorized under the provisions of Chapters 39.34 and 10.93 RCW.

Accordingly, it is hereby agreed between ANACORTES, BURLINGTON, MOUNT VERNON, SEDRO WOOLLEY, and SKAGIT COUNTY as follows:

Section I. DEFINITIONS
The following terms shall have the following meanings, unless the context indicates otherwise:

a. "Responding Agency" means an Agency who has subscribed to this Mutual Aid Agreement and has agreed to deliver Emergency Assistance to another Party Agency pursuant to the terms and conditions of this Mutual Aid Agreement.

b. "Requesting Agency" means an Agency who has adopted, signed and subscribes to this Mutual Aid Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Mutual Aid Agreement.

PART ONE: MUTUAL AID

4. When requested, each jurisdiction agrees to furnish such personnel, resources, and facilities as are reasonably necessary to assist any other jurisdiction in matters relating to law enforcement. Upon receipt of such a request, the commanding officer of the Responding Agency shall immediately take the following action:

   a. Determine if the Responding Agency has equipment and personnel available to respond to the Requesting Agency and determine the nature of the equipment and number of personnel available.

   b. Determine what available equipment and personnel should be dispatched in accordance with the operating plans and procedures established by the parties.

   c. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

   d. In the event the needed equipment and personnel are not available, to immediately advise the Requesting Agency.

5. Participation in this Mutual Aid Agreement is purely voluntary and at the sole discretion of the Responding Agency. No jurisdiction shall be required to deplete unreasonably its own resources, facilities and services in furnishing such mutual aid. Each individual jurisdiction shall have complete authority and control over the decision as to whether or not it is able to provide mutual police aid pursuant to any request therefore. No Responding Agency shall be liable to another Party Agency for, or be considered to be in breach of or default under this Mutual Aid Agreement on account of any delay in or failure to perform any obligation under this Mutual Aid Agreement, except to make payment as specified in this Mutual Aid Agreement.

6. It is expressly understood that the responsible local officer of the Requesting Agency shall remain in command at such incident; provided, that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the Responding Agency unless the Requesting Agency specifically requests that another Agency fulfill this responsibility. The personnel and equipment of the Responding Agency shall be released from service and returned to the Responding Agency by the commanding officer in charge of the operations as soon as conditions warrant.

7. Whenever any police officer of one of the jurisdictions dies or is disabled from performing the officer's duties by reason of engaging in the apprehension or attempted apprehension of law violators, or suspected law violators, or protection or preservation of life or property, or the preservation of the peace within the jurisdiction in which the mutual aid is being rendered, but is not at the time acting under the immediate direction of the officer's employer, the officer or the officer's dependents shall be accorded by the officer's employer the same benefits which the officer or the officer's dependents would

have received had that police officer been acting under the immediate direction of the officer's employer.

8. The mutual police aid provided herein shall be without reimbursement unless expressly agreed to by the jurisdiction requesting and the jurisdiction providing such aid.

9. The jurisdictions agree to develop standard operating procedures in regard to their mutual police aid. Agencies recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

10. Each Requesting Agency agrees to be responsible for and assume liability for its own wrongful and negligent acts or omissions, including the negligence attributed to that party's command decisions, or those of its officers, agents, or employees to the fullest extent allowed by law, and agrees to save and hold every other party to this agreement and said parties, officers, agents, and employees harmless from such liability and to waive any liability legal claims that parties to this agreement might have against each other or any one of them for liability arising out of the performance or non-performance of any act under this agreement. Further, each Requesting Agency agrees to defend and indemnify each Responding Agency against any claim or lawsuit brought against the Responding Agency or against the Responding Agency's officers, agents, or employees, by persons or entities not signatory to this agreement, PROVIDED HOWEVER, that such indemnifications shall not apply to losses or claims resulting from the sole negligence of the indemnified party. However, in any lawsuit brought against any other parties to this agreement or against their officers, agents, or employees by persons or entities not signatory to this agreement, then none of them shall be limited in their legal rights to request apportionment of any judgment rendered against them, and none of them shall be limited in their rights as provided under the laws of the State of Washington to seek contribution for any judgment they are required to pay in excess of their proportionate share of any liability judgment or award.

11. With respects to claims by any party to this agreement against any other party the provisions of RCW 10.93.040 shall apply.

PART TWO: EXTRATERRITORIAL AUTHORITY

12. Pursuant to the terms of RCW 10.93.070, each jurisdiction does hereby consent to the exercise of enforcement powers by commissioned officers of each of the other jurisdictions within the corporate limits of the consenting jurisdiction as follows:

A. Such officers may exercise all lawful enforcement authority and powers in regards to traffic violations, both criminal and civil infractions. This authority may be exercised without prior notification, except as required by joint operating procedures. Any mutual exercise of such authority shall be reported to the jurisdiction within which the actions are taken within a reasonable time by copy

of the incident report prepared in the ordinary course of business for the other jurisdiction.

B. Such officers may exercise all lawful enforcement authority and powers in regards to non-traffic criminal matters. This authority shall be limited to matters reasonably related to criminal activity or suspected criminal activity in the jurisdiction of such officers. Prior notice of the actual exercise of such enforcement powers shall be given to the jurisdiction within which the actions are taken unless impossible or impractical under the circumstances of the case. Any actual exercise of such authority shall be promptly reported to the jurisdiction within which the actions are taken by copy of the incident report prepared in the ordinary course of business for the other jurisdiction. Additional information regarding such exercise of authority shall be provided promptly upon request.

13.

A. ANACORTES agrees to defend and to indemnify and to hold and save each and every other jurisdiction, its employees, and agents harmless from and against all liability claims, suits, damages, costs, losses, and expenses, including expenses of litigation, including attorney fees, in any manner resulting from, arising out of, or connected with any extraterritorial exercise of authority by ANACORTES as provided in this PART TWO.

B. BURLINGTON agrees to defend and to indemnify and to hold and save each and every other jurisdiction, its employees, and agents harmless from and against all liability claims, suits, damages, costs, losses, and expenses, including expenses of litigation, including attorney fees, in any manner resulting from, arising out of, or connected with any extraterritorial exercise of authority by BURLINGTON as provided in this PART TWO.

C. MOUNT VERNON agrees to defend and to indemnify and to hold and save each and every other jurisdiction, its employees, and agents harmless from and against all liability claims, suits, damages, costs, losses, and expenses, including expenses of litigation, including attorney fees, in any manner resulting from, arising out of, or connected with any extraterritorial exercise of authority by MOUNT VERNON as provided in this PART TWO.

D. SEDRO WOOLLEY agrees to defend and to indemnify and to hold and save each and every other jurisdiction, its employees, and agents harmless from and against all liability claims, suits, damages, costs, losses, and expenses, including expenses of litigation, including attorney fees, in any manner resulting from, arising out of, or connected with any extraterritorial exercise of authority by SEDRO WOOLLEY as provided in this PART TWO.

E. SKAGIT COUNTY agrees to defend and to indemnify and to hold and save each and every other jurisdiction, its employees, and agents harmless from and against all liability claims, suits, damages, costs, losses, and expenses, including expenses

of litigation, including attorney fees, in any manner resulting from, arising out of, or connected with any extraterritorial exercise of authority by SKAGIT COUNTY as provided in this PART TWO.

14. Nothing in this PART TWO shall be interpreted as limiting any law enforcement authority granted to any jurisdiction under the terms of Chapter 10.93 RCW or other general law or agreement. Nothing in this agreement shall be interpreted as limiting any law enforcement authority granted under any interjurisdictional arrangement for multiple commissioning of officers, such as any drug enforcement task force or other similar endeavor.

PART THREE: PROVISIONS MANDATORY UNDER RCW 39.34.030

15. This agreement shall be effective on the _____ day of _____, 2007, and shall automatically renew from year to year unless otherwise modified or terminated as provided herein.

16. The purpose of this agreement is to improve law enforcement within the respective jurisdictions by facilitating mutual aid and assistance and by modifying artificial territorial barriers.

17. It is not contemplated that any jurisdiction shall incur a financial obligation as a result of this agreement and no budget is necessary therefore.

18. This agreement may be terminated in whole or in part by any jurisdiction in relation to all other jurisdictions or any of them upon 10 days written notice to all other jurisdictions. Such notice shall state the reason for said termination. All property acquired by any jurisdiction pursuant to its law enforcement endeavors shall remain the property of that jurisdiction upon full or partial termination of this agreement.

19. This agreement shall be administered jointly by the chief law enforcement officer of the respective jurisdictions.

20. It is not contemplated that any property, real or personal, will be acquired by any jurisdiction SEPARATELY or jointly as a result of this agreement. No separate Fund shall be established, and no legal entity is created.

21. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Skagit County, Washington.

22. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

23. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

INTERLOCAL AGREEMENT FOR
MUTUAL POLICE AID AND COOPERATION

A. Anacortes Police Department

Michael L. King Chief of Police — Date 4/4/07

Ian Munce City Attorney — Date 4/3/07

Dean Maxwell Mayor — Date 4/3/07

B. Burlington Police Department

Gerald R. Bowers Chief of Police — Date _____

Scott Thomas City Attorney — Date _____

Roger Tjeerdsma Mayor — Date _____

C. Mount Vernon Police Department

Ken Bergsma Chief of Police — Date _____

Kevin Rogerson City Attorney — Date _____

Bud Norris Mayor — Date _____

D. Sedro Woolley Police Department

_____ Date_____
Doug Wood Chief of Police

_____ Date_____
Eron Berg City Attorney

_____ Date_____
Glen M. Anderson Mayor

E. Skagit County Sheriffs Office

_____ Date_____
Rick Grimstead Sheriff

_____ Date_____
Richard Weyrich Prosecuting Attorney

_____ Date_____
Sharon D. Dillon, Chair

_____ Date_____
Don Munks, Commissioner

_____ Date_____
Kenneth A. Dahlstedt, Commissioner

CITY COUNCIL AGENDA
REGULAR MEETING

APR 2 5 2007

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

RESOLUTION NO.

A RESOLUTION ACKNOWLEDGING THE ACHIEVEMENT OF FOUR NEW EAGLE SCOUTS

WHEREAS, the Sedro-Woolley community is home to Boy Scout Troop 4067;

WHEREAS, Boy Scout Troop 4067 has announced that four Scouts have been found worthy of the rank of Eagle Scout;

WHEREAS, a majority of the City Council of the City of Sedro-Woolley desires to congratulate and honor the new Eagle Scouts; Now, Therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:

The City Council does hereby congratulate and honor the following Eagle Scouts: SPENCER A. LANCE, TREVOR J. LANCE, MICHAEL S. RUTLEDGE, and JONAH J. TROPLE.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 25th day of April, 2007.

Mike Anderson, Mayor

Tony Splane, Councilman

Ted Meamber, Councilman

Louis Requa, Councilman

Hugh Galbraith, Councilman

Pat Colgan, Councilman

Rick Lemley, Councilman

Dennis London, Councilman

Attest:

_____

Patsy Nelson, Clerk/Treasurer

Approved as to form:

_____

Eron Berg, City Attorney

Colleen Rutledge
Member of the Troop Committee Boy Scout Troop 4067
10650 Potts Rd.
Sedro-Woolley, WA 98284

April 16, 2007

Mayor Mike Anderson
720 Murdock St.
Sedro-Woolley, WA 98284

Dear Mayor Mike Anderson:

The Scouts, Leaders and Members of the Committee Boy Scout Troop 4067 take great pleasure in announcing that:

Having completed the requirements for, and having been examined by an
Eagle Scout Board of Review
Spencer A. Lance
Trevor J. Lance
Michael S. Rutledge
Jonah J. Trople
Were found worthy of the rank of Eagle Scout.

In honor of this achievement, we have scheduled an Eagle Scout Court of Honor for May 5, 2007, and 1:00 P.M. at Sedro-Woolley, WA 98284

We would appreciate a letter or certificate acknowledging their achievement. We will compile it with other acknowledgments and place in a scrap book commemorating this special occasion.

Thank you for taking time from your extremely busy schedule to help this community recognize the achievements and service of Eagle Scouts: Spencer A. Lance, Trevor J. Lance, Michael S. Rutledge and Jonah J. Trople.

Sincerely,
Colleen Rutledge
Colleen Rutledge

CITY COUNCIL AGENDA
REGULAR MEETING

APR 2 5 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

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

APR 25 2007

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

To: City Council

From: Jack Moore,
Planning Director & Building Official
John Coleman,
Associate Planner

Date: April 18, 2007

Subject: Proposed sign ordinance (**2nd READING**)

ISSUE

Should the Council approve the attached ordinance which replaces the City's current sign ordinance?

PROJECT DESCRIPTION / HISTORY

The Planning Commission held three open record public hearings to hear and consider written and public testimony concerning proposed updates to Chapter 17.40 SWMC – the City Sign Ordinance. Testimony received focused on the issues of temporary signs and sidewalk signs. After hearing and considering information presented by City Staff and the public, the Planning Commission recommended approval of the proposed changes to the Sign Ordinance. Included with this memo are the Planning Commission Findings of Fact that contain the background and history of the sign ordinance update as well as the recommended ordinance.

RECOMMENDED ACTION

Motion to approve the proposed changes to Sedro-Woolley Municipal Code Chapter 17.40, the Sedro-Woolley Sign Ordinance.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 17.40 REGARDING SIGNS

Whereas, 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;

Whereas, 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;

Whereas, 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;

Whereas, 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;

Whereas, the Planning Commission discussed the topics mentioned by staff and produced recommended changes to Chapter 17.40. A second public hearing on the issue was held at the January 16, 2007 Planning Commission meeting in an effort to solicit further public input;

Whereas, the Planning Commission's February 20th 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.

Whereas, the Planning Commission recommends approval of changes to SWMC 17.40; and

Whereas, the City Council desires to accept the Planning Commission recommendations and amend the Sign Code; now therefore,

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

Section 1. SWMC 17.40 is amended to read as follows:

17.40.010 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 that:

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

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

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

4. Contains flashing or uncomfortably intense light;

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

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 Permanent On-Premises Signs.

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.

B. In all other zones, the following limitations apply:

1. All freestanding signs shall be ground oriented. Each sign's area may 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.

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

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.

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.

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 shall be immediately removed as 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 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.

17.40.040 Sign permit.

A. All permanent signs require a sign permit in accordance with Chapter 17.72 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.

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

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

Passed and approved this 25th day of April, 2007.

MIKE ANDERSON, MAYOR

Attest:

Patsy Nelson, City Clerk

Approved as to form:

Eron Berg, City Attorney

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 ~~appliesapply~~:

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.

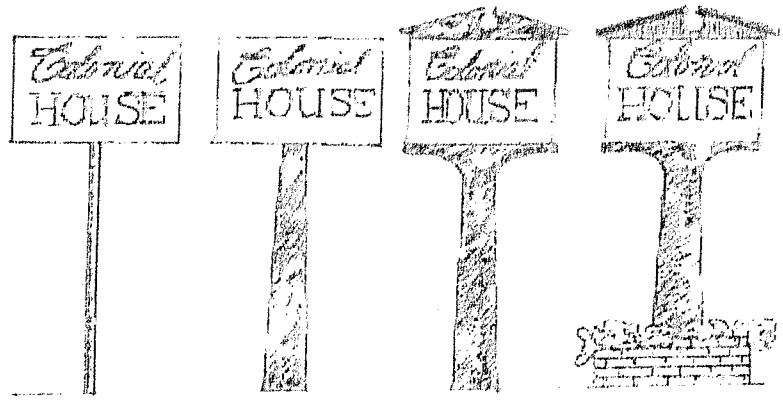
Code Revision Options

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 law of nuisances, ordinarily will 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?

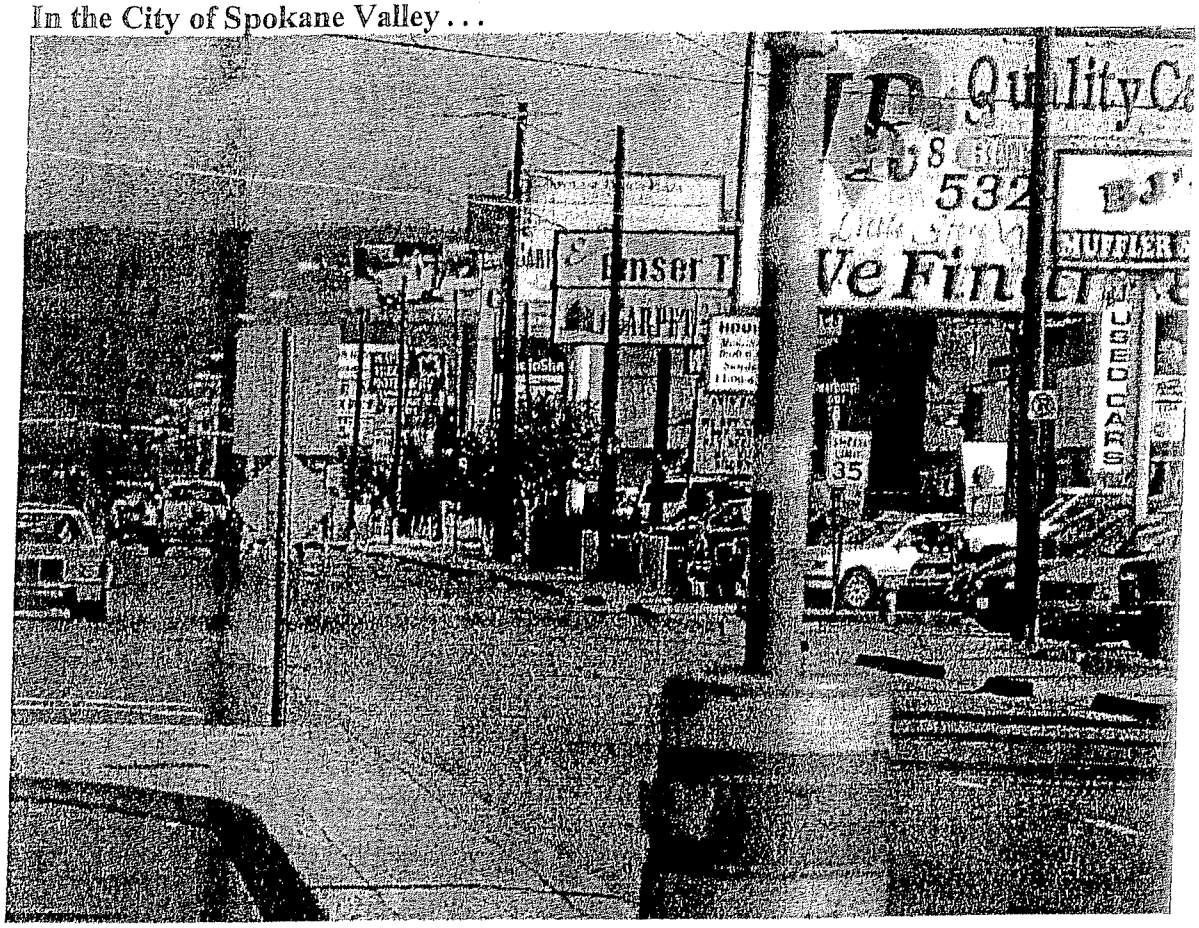
9. What are merchandizing displays? And finally

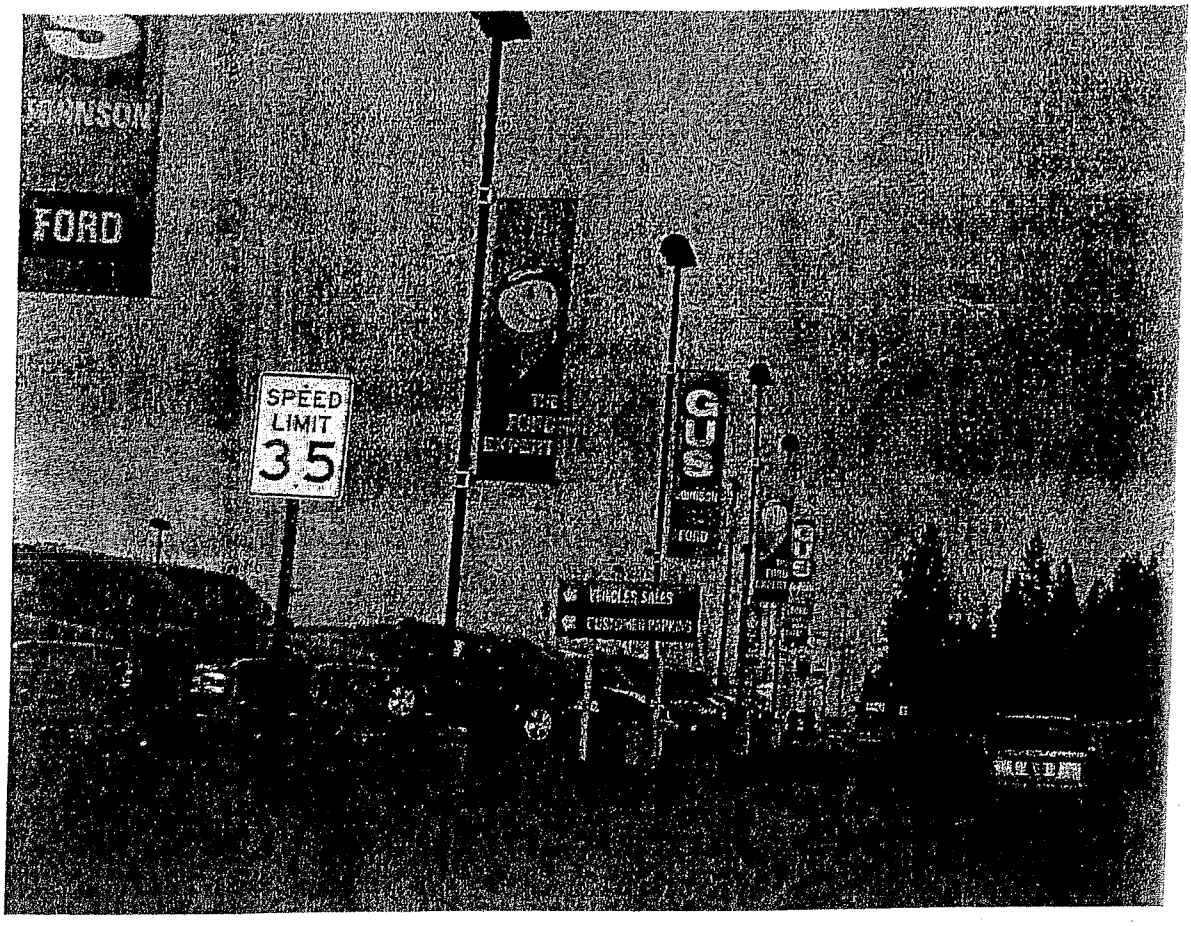
10. Why are barber poles treated differently than other eye catchers such as pennant and streamers? Is that permissible?

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.

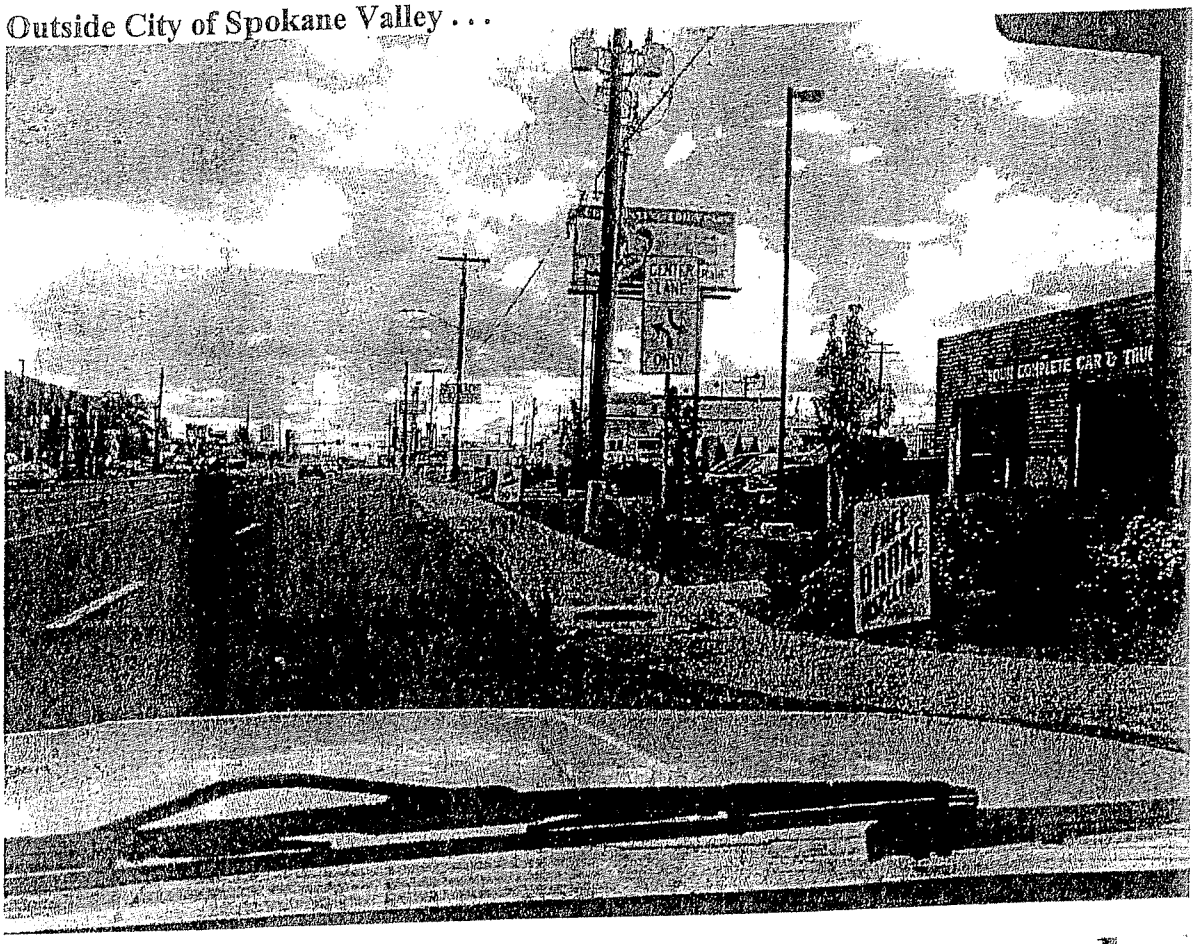
Exhibit A 1

In the City of Spokane Valley . . .





Outside City of Spokane Valley . . .



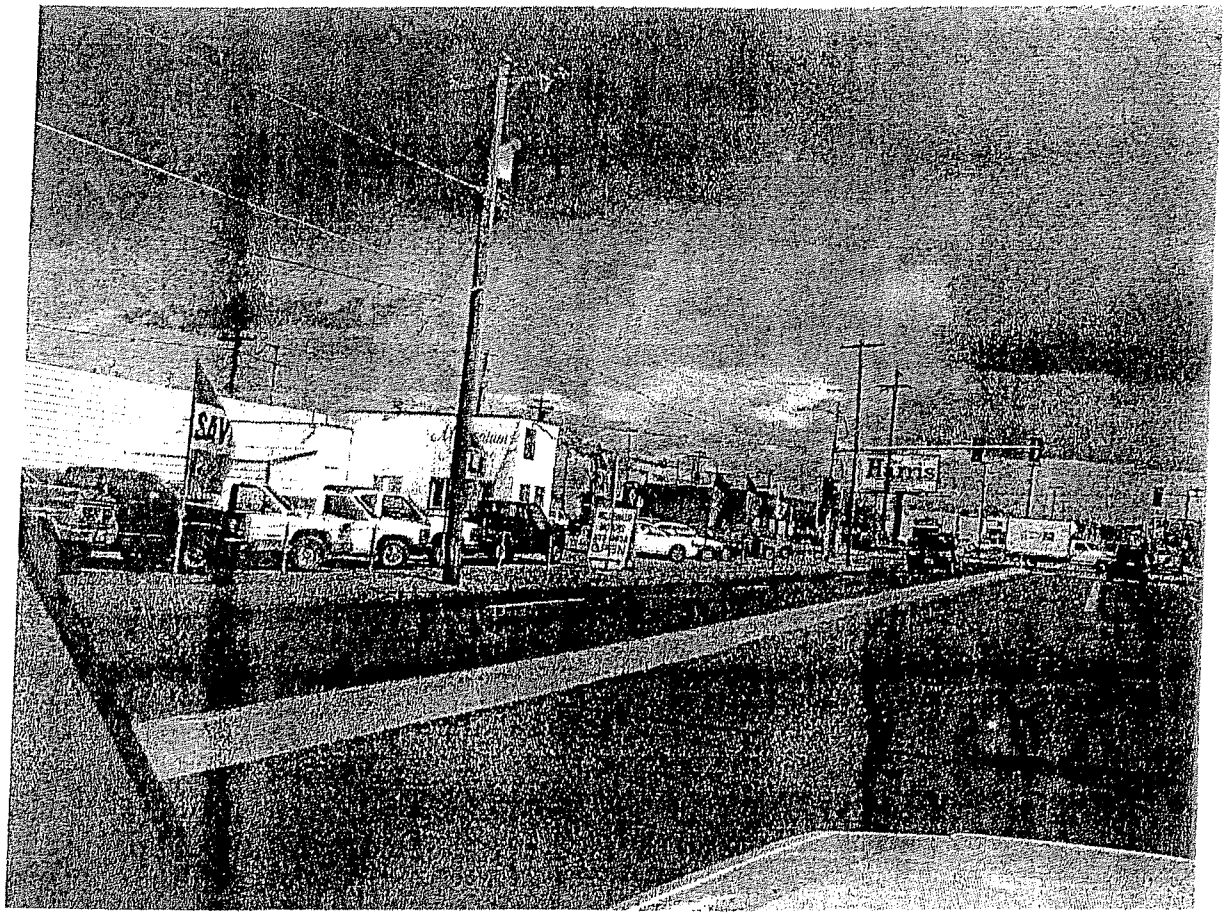

SAV
Rams

Exhibit B

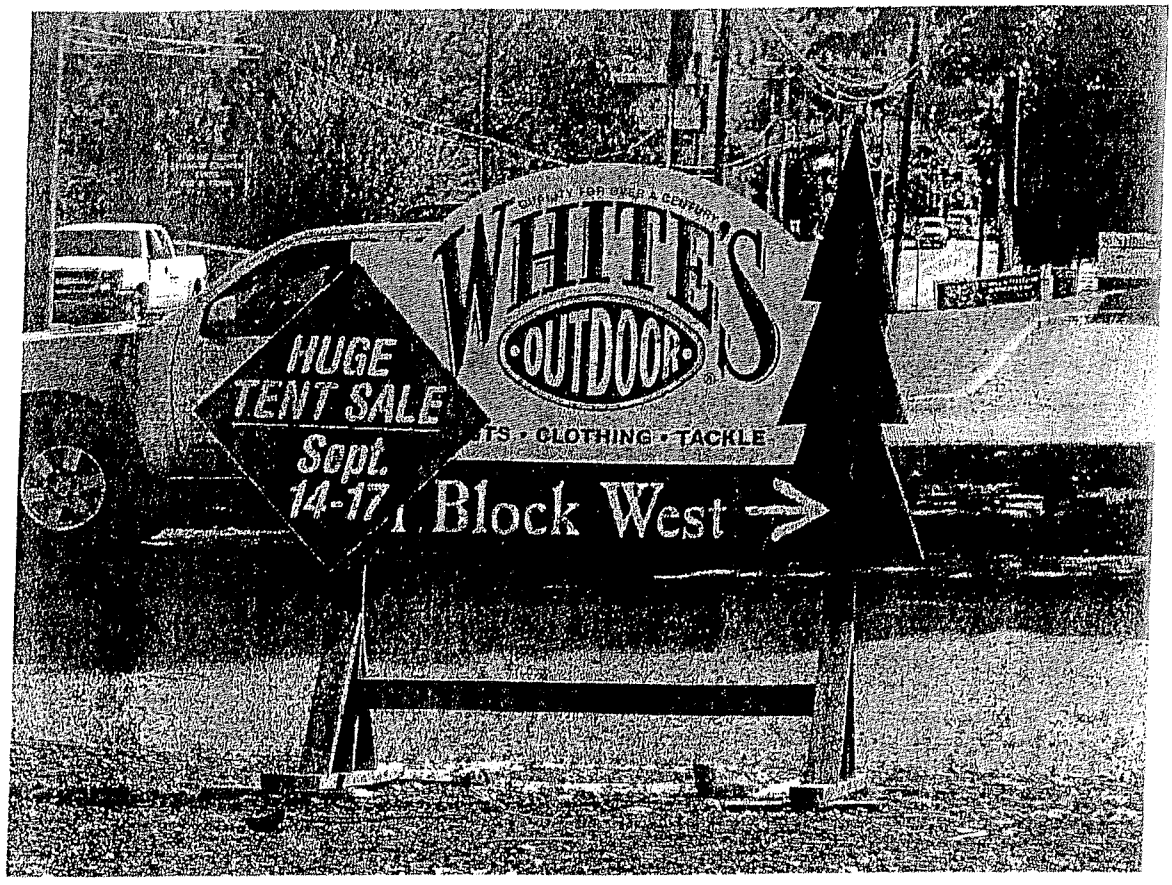
(1) City of Airway Heights' section 17.04.190 of Zoning Code states that a "'[s]ign' means any structure, or part thereof, or any device attached, painted or represented on a structure which displays or includes any letter, model, banner, flag, insignia, device or representation used as, or which is 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


WHITE'S
OUTDOOR
HUGE
TENT SALE
Sept.
14-17
Block West

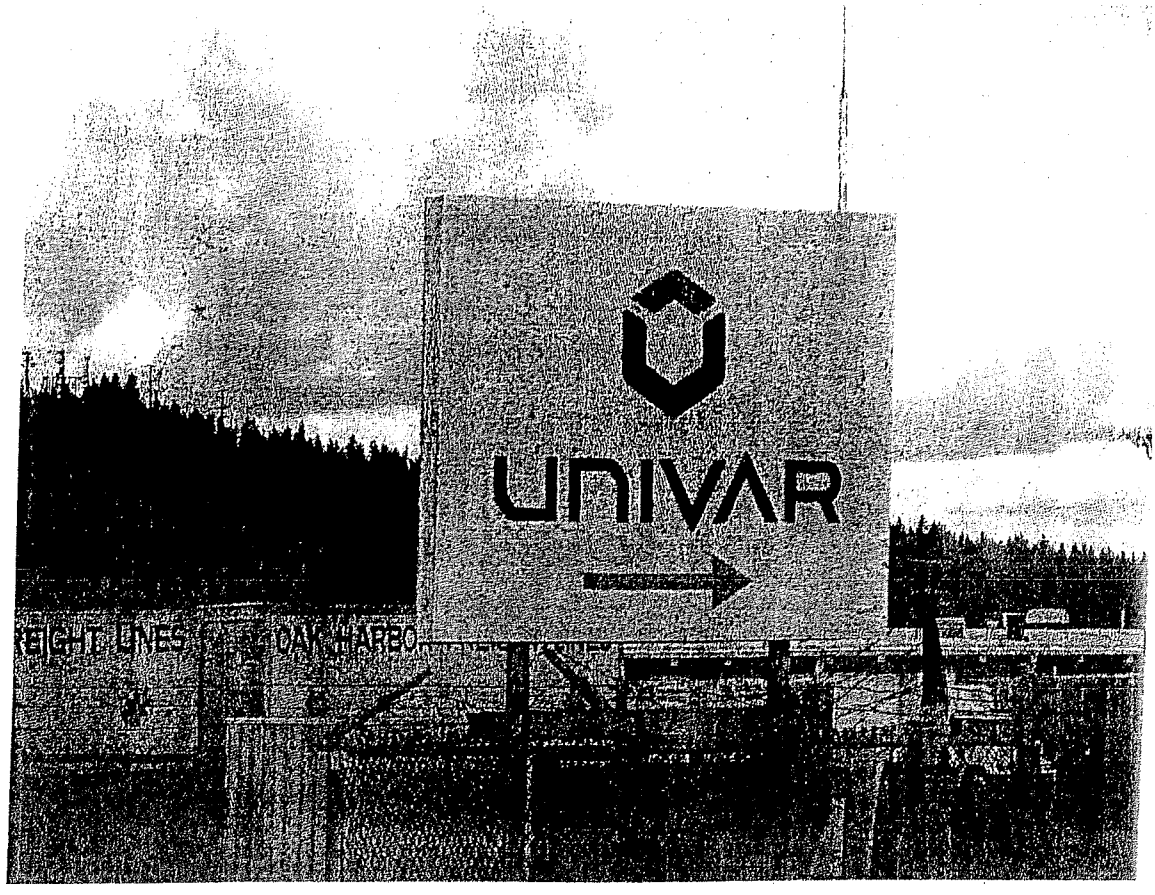

UNIVAR
EIGHT LINES
OAK HARBO

Exhibit C

Gas, Wood, Pellet
Masonry
Pellet BBQs
Chimney Supplies, Chimney Repairs

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

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

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

APR 2 5 2007

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

To: Mayor and City Council

From: STAFF

Date: April 20, 2007

Re: Consultant Agreement – Widener & Associates – Rhodes Road Arterial Loop Extension Between SR-20 and Cook Road

---

Background

This is another contract associated with the design of the arterial extension and continuation of Rhodes Road from SR-20 to Cook Road. There is no construction planned for this project at this time. The grant money has always been intended to pay for the design of a construction-ready project with no construction actually planned as it will likely be developer driven.

Skagit County and many other entities have worked with Ross Widener in the past, and strongly recommend them for this project due to their working knowledge of the ins and outs of environmental permitting.

Again, the attached scope is very conservative and comprehensive, as this project still has many unknowns associated with it, and the very nature of the roadway is still a 'floating' target. As of yet, it has not been established exactly what the new road will look like, or if it will include a roundabout/traffic circle of some kind. We only know the two end connection points, that it must cross the creek, that we have 60 feet of ROW to work with, and that it is an arterial roadway classification, and must be designed and constructed to an arterial standard. There will be much coordination with the adjacent landowners which will be necessary.

Between this contract and the KPFF contract, there will be a contract total greater than the available grant funds. This is being done because much like a power distribution circuit breaker box, the total sum of the breakers is greater than the capacity of the incoming circuit due to all circuits not being used to their maximum capacity. The intent in this design is not to spend beyond the approximately $320k available through the grant and possibly some fill-in from the professional services budget line items as necessary. If costs exceed available funds, the project will be put on hold until either funds are available or decisions are made to do otherwise.

Recommended Action

Authorize the Mayor to sign and execute the attached agreement with Widener & Associates for professional services in the amount not to exceed $92,920.00.

PROFESSIONAL SERVICES AGREEMENT No. 07 - _

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

This Agreement made and entered into this 25th day of April, 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
Widener & Associates whose address is 10108 32nd Avenue W., Suite D, Everett, WA 98204-1302 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 Rhodes Road Improvements – Hwy 20 to Cook Road that are requested by the City.

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

These services shall include:

[x] see Attachment B-1, 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 C-1, the "Cost estimate."

[x] $ 92,920.00 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, digital images, 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: _____

Exhibit B-1
Rhodes Road Improvement Project
Scope of Work
Environmental Services

PROJECT UNDERSTANDING

This project provides for the construction of 0.5 miles of new roadway between Cook Road and SR 20. It is anticipated that the project will include the construction of a three lane typical section with one travel lane in each direction and a center turn lane, a new culvert crossing of Brick Yard Creek, intersection improvements on SR 20 and Cook Road along with the necessary stormwater treatment facilities.

This scope of work provides for the preparation of the necessary environmental documentation, stream restoration design, permit applications and project coordination. The project documentation will be developed following WSDOT Highways and Local Programs Guidelines.

TASKS

1. Collect available documentation concerning the project activities, such as existing habitat data, species distribution data, and other pertinent biological information. Review the information and develop a consultation strategy.
2. Prepare letters requesting current species and habitat information from the NOAA Fisheries and USFWS.
3. Conduct a field reconnaissance to investigate on-site habitat conditions and other observations related to project impact evaluations.
4. Make telephone contacts with the appropriate resource agency staff for input on species occurrence, habitat use, and potential impacts.
5. Prepare a draft biological assessment (BA) report, including information from the previous tasks, impacts, and mitigation recommendations. Provide the draft BA for the City to review and approve.
6. Revise the BA as appropriate and provide 6 copies to the City for agency coordination.
7. Respond to comments from WSDOT, NOAA Fisheries, and the USFWS and provide additional technical information, if requested from WSDOT, NOAA Fisheries, and the USFWS to gain final approval of the BA.
8. Complete a Section 106 survey and obtain SHPO concurrence.
9. Prepare an Environmental Justice Report and obtain WSDOT approval.
10. Perform a wetland field survey and flag all wetlands within the project corridor and complete a Wetland Delineation Report and obtain approval from the Corp of Engineers.
11. Prepare a Noise Report and obtain WSDOT approval.
12. Assess potential farmland impacts for the portion of the project outside of the Sedro Woolly UGA and document the results of the assessment by preparing a memorandum and obtain WSDOT approval.

13. Prepare the WSDOT Environmental Classification Summary (ECS) form and obtain FHWA approval.
14. Complete a project JARPA permit application, and provide coordination of the project permitting process.
15. Complete a Wetland Mitigation and Monitoring Plan and obtain Corp approval.

DELIVERABLES

All reports will be provided to the City in draft form and one round of revisions are also anticipated based on WSDOT and/or resource agency comments.

1. Monthly progress reports to be submitted concurrently with invoices
2. Biological Assessment for the project
3. JARPA application and permit coordination
4. Wetland Delineation Report
5. Wetland Mitigation Report
6. Section 106Cultural Resource Report
7. NEPA ECS form
8. Noise Report
9. Farmland Memorandum
10. Environmental Justice Memorandum

EXHIBIT C-1

Rhodes Road
Environmental
Cost Estimate

	Project Manager	Project Biologist		
	Hours	**Hours**		
Biological Assessment				
Draft	24	60		
Final	8	24		
WSDOT Review	16	40		
Technical Discipline Reports/Memorandums				
Wetland Delineation Coordination	16	80		
Wetland Mitigation Plan	24	60		
Environmental Justice Report	24	60		
Cultural Resource Report	16	8		
Noise Report	40	120		
Farmlands	16	60		
JARPA Permit Application				
Draft	16	40		
Final	8	16		
Permit Coordination and Revisions				
Hydraulic Project Approval	16	16		
Corp Section 404	16	16		
DOE Section 401	8	16		
Environmental Classification Summary				
Draft	8	32		
Final	8	16		
Total hours	264	664		
Summary	**Hours**	**Rate***	**Cost**	
Project Manager	264	$49.00	$12,936.00	
Project Biologist	664	$27.00	$17,928.00	
Expense				$1,500
Cultural Resource Report				$5,000
Total Labor				$30,864.00
Overhead 150%				$46,296.00
Profit 30%				$9,259.20
TOTAL ESTIMATED COST				**$92,919.20**
Assumptions				
No effect for ESA				
No adverse affect for Section 106				
DCE under NEPA				

CITY COUNCIL AGENDA
REGULAR MEETING

APR 2 5 2007

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

Memorandum

To: Mayor Anderson and City Council

From: Patsy Nelson Patsy

Date: 4/19/2007

Re: Interim Financing Ordinance

Background: At the last Council meeting, Council authorized the retention of Nancy Neraas of K&L Gates as Bond Council. Nancy has prepared the attached ordinance for interim financing of the City Hall construction project. The adoption of this ordinance is one of the requirements for tax-exempt interim financing.

Recommendation: Motion to adopt Ordinance #_____ an Ordinance of the City Council of the City of Sedro-Woolley, Washington, establishing a line of credit and providing for the issuance and sale of a limited tax general obligation bond anticipation note of the City in the aggregate principal amount of not to exceed $3,800,000 to evidence the line of credit; and providing the form and terms of the note.

CITY OF SEDRO-WOOLLEY, WASHINGTON

ORDINANCE NO. ____

AN ORDINANCE of the City Council of the City of Sedro-Woolley, Washington, establishing a line of credit and providing for the issuance and sale of a limited tax general obligation bond anticipation note of the City in the aggregate principal amount of not to exceed $3,800,000 to evidence the line of credit; and providing the form and terms of the note.

WHEREAS, the City Council of the City of Sedro-Woolley, Washington (the "City"), has determined that it is in the best interest of the City to establish a non-revolving line of credit in order to provide financing for the construction of an addition to the City's Public Safety Building (the "Project"); and

WHEREAS, the Project is to be funded by a loan from the United States of America acting through its Department of Agriculture, Rural Development (the "Government"); and

WHEREAS, the City now proposes to undertake the Project and requires interim financing for that portion of the costs of the Project to be funded by the foregoing loan pending receipt of the loan and the issuance and sale of a limited tax general obligation bond to the Government; and

WHEREAS, RCW 39.46.050 authorizes local governments to establish lines of credit with any qualified depository to be drawn upon in exchange for its obligations; and

WHEREAS, it is hereby found to be in the best interest of the City that a line of credit be established with Peoples Bank, Mount Vernon, Washington (the "Bank"), in a total principal amount of not to exceed $3,800,000 in order to pay the costs of the Project and that a limited tax general obligation bond anticipation note be issued to evidence the line of credit;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ORDAINS as follows:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

"Authorized Officer" means the Clerk-Treasurer of the City or her designee.

"Bank" means Peoples Bank, Mount Vernon, Washington, or its corporate successor.

"City" means the City of Sedro-Woolley, Washington, a municipal corporation duly organized and existing under the laws of the State of Washington.

"Code" means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

"Council" means the duly constituted City Council as the general legislative authority of the City.

"Note" means the $3,800,000 principal amount of the City of Sedro-Woolley, Washington, Limited Tax General Obligation Bond Anticipation Note, 2007, issued pursuant to and for the purposes provided in this ordinance.

"Note Account" means the "City of Sedro-Woolley Limited Tax General Obligation Note Account 2007" within the General Obligation Bond Fund, created by Section 6 of this ordinance.

"Note Register" means the books or records maintained by the Note Registrar for the purpose of registration of the Note.

"Note Registrar" means the Treasurer of the City who will register and authenticate the Note, maintain the Note Register, and pay principal of and interest on the Note.

"Outstanding Principal Balance of the Note" means the aggregate of all funds which the City has drawn from the Bank pursuant to the Note less the aggregate of all principal payments on the Note made by the City.

"Project" means the construction of a two-story addition to the City's existing Public Safety Building.

"Request for Draw" means an oral or written request by an Authorized Officer for a draw from the line of credit authorized to be established by this ordinance, all as more fully described in Section 3.

"Treasurer" means the Clerk-Treasurer of the City of Sedro-Woolley, Washington, or any successor to the functions of such Treasurer.

Section 2. Authorization of Bond. The City hereby authorizes the issuance of a limited tax general obligation bond of the City, to be issued to the Government under the terms and conditions set forth in the Government's Letter of Conditions (the "Bond"). The Bond shall be issued in the principal amount of not to exceed $3,800,000, shall be payable solely from the City's general obligation bond redemption fund and money deposited therein and shall be payable with interest at the rate set forth in said Letter of Conditions. The exact date, form, terms and maturity of the Bond shall be as hereafter fixed by ordinance of the City.

Section 3. Authorization of the Note. For the purpose of providing interim financing of the Project pending its completion and the issuance of the Bond, the Council hereby authorizes the issuance and sale of its limited tax general obligation bond anticipation note in the aggregate principal amount of not to exceed $3,800,000 (the "Note"). The Note shall be a limited tax general obligation of the City; shall be designated the "City of Sedro-Woolley, Washington, Limited Tax General Obligation Bond Anticipation Note, 2007"; shall be dated as of its delivery

to the Bank; shall be fully registered; shall be in the denomination of not to exceed $3,800,000 (or as much thereof as is drawn thereunder), provided that the principal amount due and owing thereunder shall be measured by the total drawings made; shall bear interest at the rate of 3.95% per annum determined pursuant to the proposal of the Bank attached to this ordinance as Exhibit A, until the Note has been paid or its payment duly provided for; and each draw, pursuant to a Request for Draw, shall be payable in monthly interest payments beginning one month after the first Request for Draw; and the Outstanding Principal Balance of the Note together with interest thereon shall be payable at maturity. The Note shall mature on September 1, 2008. Interest on the Note shall be calculated on the basis of a 365/366-day year and actual number of days elapsed.

Both principal of and interest on the Note shall be payable in lawful money of the United States of America as provided in Section 4 to the registered owner of the Note on each interest or principal payment date.

The Outstanding Principal Balance of the Note on any particular day shall be the aggregate of all funds which the City has drawn from the date of the Note to that day less the aggregate of all principal payments made by the City on or before that day. Interest on a particular principal amount so advanced shall be determined from the date of the advance of Note proceeds pursuant to a Request for Draw by the City.

A Request for Draw pursuant to the Note may be made by an Authorized Officer either orally or in writing to an officer of the Bank and in compliance with the Project construction schedule. The aggregate of all such draws may not exceed $3,800,000. Oral Requests for Draw shall include requests by telephone, telegraph, telex or any other means of communication other than by a writing signed by an Authorized Officer. The City hereby delegates to the Authorized

Officer authority to make a written or oral Request for Draw pursuant to this ordinance. The Bank shall incur no liability to the City or to any other person in acting upon any oral or written notice or other communication which the Bank believes in good faith to have been given by an official or other person authorized to borrow on behalf of the City, or otherwise acting in good faith in making advances pursuant to this ordinance.

Section 4. Registration, Payment and Transfer. The Treasurer shall act as authenticating agent, paying agent and registrar for the Note (collectively, the "Note Registrar"). Both principal of and interest on the Note shall be payable in lawful money of the United States of America. Installments of the principal of and interest on the Note shall be paid by check or draft of the Note Registrar mailed on the date such interest is due or by electronic funds transfer made on the date such interest is due to the Bank or nominee at the address appearing on the Note Register. Upon final payment of all installments and interest thereon, the Note shall be submitted to the Note Registrar for cancellation and surrender.

The Note shall not be transferable.

Section 5. Prepayment. The Note may be prepaid in whole or in part at any time without penalty upon three days' notice to the Bank, with prepayments to apply first to interest and then to principal.

Section 6. Creation of Note Account and Provision for Tax Levy Payments. A special account of the City known as the "City of Sedro-Woolley Limited Tax General Obligation Note Account 2007" (the "Note Account") within the General Obligation Bond Fund, is hereby authorized and directed to be created in the office of the Treasurer. The Note Account shall be drawn upon for the sole purpose of paying the principal of and interest on the Note.

The City hereby irrevocably covenants and agrees for as long as the Note is outstanding and unpaid, that each year it will include in its budget and levy an *ad valorem* tax, within and as a part of the tax millage levy permitted to cities without a vote of the people, upon all the property within the City subject to taxation in an amount which will be sufficient, together with all other revenues and money of the City which may legally be used and which the City may apply for such purposes, to pay the principal of and interest on the Note as the same shall become due. All of such taxes and any of such other money so applied by the City Council shall be paid into the Note Account. None of the money in the Note Account shall be used for any other purpose than the payment of the principal of and interest on the Note. Money in the Note Account not needed to pay the interest or principal next coming due may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City money. Any interests or profit from the investment of such money shall be deposited in the Note Account.

The City hereby irrevocably pledges that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Note will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Note. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Note as the same shall become due.

Section 7. Tax Covenant; Special Designation. The City covenants to undertake all actions required to maintain the tax-exempt status of interest on the Note under Section 103 of the Code.

The City hereby designates the Note as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code for banks, thrift institutions and other financial institutions. The

City does not expect to issue more than $10,000,000 in qualified tax-exempt obligations during calendar year 2007.

Section 8. Form of the Note. The Note shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. 1 Not to exceed $3,800,000

STATE OF WASHINGTON
CITY OF SEDRO-WOOLLEY
LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTE, 2007

Registered Owner: Peoples Bank, Mount Vernon, Washington

Interest Rate: 3.95%

Maturity Date: September 1, 2008

Principal Amount: NOT TO EXCEED THREE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS

The City of Sedro-Woolley, Washington, for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, unless this note has been prepaid, the principal amount of not to exceed $3,800,000, together with interest on the Outstanding Principal Balance hereof from the date money is drawn under this note. A Request for Draw pursuant to this note may be made by an Authorized Officer either orally or in writing to an officer of the Bank and in compliance with the Project construction schedule. Each draw pursuant to a Request for Draw shall bear interest at the Interest Rate set forth above payable in monthly interest payments beginning one month after the first Request for Draw, and on the Maturity Date set forth above. Interest shall be calculated on the basis of a 365/366-day year and actual number of days elapsed. Both principal of and interest on this note are payable in lawful money of the United States of America. Principal and interest shall be paid by check or draft of the Note Registrar mailed on the date such interest is due or by electronic funds transfer made on the date such interest is due to the Registered Owner or nominee at the address appearing on the Note Register. Upon final payment of all installments and interest thereon, this note shall be submitted to the Note Registrar for cancellation and surrender.

This note is issued pursuant to an ordinance of the City, passed on April 25 2007 (the "Note Ordinance"), to provide financing for the construction of an addition to the City's Public Safety Building. Capitalized terms used in this note and not otherwise defined shall have the meanings given them in the Note Ordinance.

This note may be prepaid in whole or in part at any time without penalty upon three days' notice to the Bank, with prepayments to apply first to interest and then to principal.

This note has been designated as a "qualified tax-exempt obligation" for banks, thrift institutions and other financial institutions. This note is nontransferable, except to a successor to the business or assets of the Bank.

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Note Registrar.

The City hereby irrevocably covenants and agrees with the owner of this note that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to cities without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with all other money legally available therefor, to pay the principal of and interest on this note as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

It is hereby certified and declared that this note is issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and ordinances of the City, that all acts, conditions and things required to be done precedent to and in the issuance of this note have happened, been done and performed, and that this note does not exceed any Constitutional or statutory limitations.

IN WITNESS WHEREOF, the City of Sedro-Woolley, Washington, has caused this note to be signed on behalf of the City with the manual or facsimile signature of the Mayor, to be attested by the manual or facsimile signature of the Clerk-Treasurer of the City, and a seal of the City to be reproduced or impressed hereon, as of this 25th day of April, 2007.

[SEAL]

CITY OF SEDRO-WOOLLEY,
WASHINGTON

By _____
Mayor

ATTEST:

_____
City Clerk-Treasurer

REGISTRATION CERTIFICATE

This note is registered in the name of the Registered Owner on the books of the City, in the office of the Clerk-Treasurer (the "Note Registrar"), as to both principal and interest, as noted in the registration blank below. All payments of principal of and interest on this note shall be made by the City with full acquittance by the Note Registrar's wire transfer, made payable to the last Registered Owner as shown hereon and on the registration books of the Note Registrar at his/her address noted hereon and on the registration books of the Note Registrar.

Date of Registration	Name and Address of Registered Owner	Signature of Note Registrar
_____, 2007	Peoples Bank 1801 Riverside Drive Mount Vernon, WA 98273	_____ Clerk-Treasurer

Section 9. Application of Proceeds of Note. All proceeds received from a Request for Draw under this ordinance shall be deposited into the City Hall Constructon Fund and shall be used, together with other moneys on deposit therein and available therefor, for the undertaking of the Project and for paying all expenses incidental thereto (including but not limited to costs of issuance of the Note, engineering, financing, legal or any other incidental costs) and for repaying any advances heretofore or hereafter made on account of such costs or for redeeming the Note. All moneys held in the City Hall Construction Fund may be invested in any legal investment for the City's funds. Interest earned and income or profits derived by virtue of investments of moneys in the City Hall Construction Fund may remain in the City Hall Construction Fund and may be used for the payment of Project costs.

Section 10. Execution and Authentication of the Note. The Note shall be signed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk-Treasurer and shall have the seal of the City impressed or a facsimile thereof imprinted thereon.

Only such Note as shall bear thereon a Certificate of Authentication in the form recited above, manually executed by the Note Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Note shall cease to be an officer or officers of the City before the Note shall have been authenticated or delivered by the Note Registrar, or issued by the City, such Note may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Note may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Note shall be the proper officers of the City although at the original date of the Note any such person shall not have been such officer of the City.

Section 11. Lost or Stolen Note. In case the Note shall be lost, stolen or destroyed, the Note Registrar may deliver a new Note of like amount, date, maturity, interest rate, tenor, and effect to the registered owner or nominee thereof upon the owner paying the expenses and charges of the City in connection therewith and upon filing with the Note Registrar evidence satisfactory to the Note Registrar that such Note was actually lost, stolen or destroyed and ownership thereof, and upon furnishing the City with indemnity satisfactory to both.

Section 12. Sale of the Note. The Note shall be sold to Peoples Bank, Mount Vernon, Washington, pursuant to the terms of this ordinance and a written offer of purchase from the Bank with substantially the same terms and conditions as set forth in the Bank's proposal

attached to this ordinance as Exhibit A. The City covenants to perform all obligations set forth in the Bank's proposal.

Section 13. Ongoing Disclosure. The City is exempt from the ongoing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 by reason of the exemption set forth in subsection (d)(i) of that rule with respect to the issuance of securities in authorized denominations of $100,000 or more.

Section 14. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provision of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Note.

Section 15. General Authorization; Ratification of Prior Acts. The Clerk-Treasurer and other appropriate officers of the City are authorized to take any actions and to execute documents as in their judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this ordinance. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

Section 16. Effective Date. This ordinance shall take effect five days after its passage and publication in the manner provided by law.

PASSED by the Council of the City of Sedro-Woolley at a regular meeting held this 25th day of April, 2007.

By _____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

I, the undersigned, City Clerk of the City of Sedro-Woolley, Washington (the "City") and keep of the records of the City Council (the "Council"), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. _____ of the Council (the "Ordinance"), duly passed at a regular meeting thereof held on the 25th day of April, 2007.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

Dated this 25th day of April, 2007.

_____

City Clerk

EXHIBIT A

BANK PROPOSAL LETTER

Peoples Bank
1801 Riverside Drive
Mount Vernon, WA 98273
Business Banking Group
(360) 848-8872
FAX (360) 848-9791
Toll-free (800) 584-8859
www.peoplesbank-wa.com

March 1, 2007

City of Sedro Woolley
Patsy K. Nelson, CPA
Clerk – Treasurer
720 Murdock Street
Sedro Woolley, WA 98284

Re: Commercial Loan Commitment

Dear Ms. Nelson:

We are pleased to inform you that Peoples Bank has approved your application for a commercial loan subject to the following terms and conditions. These terms and conditions may not be all-inclusive, but are intended to generally describe this conditional commitment provided to you.

BORROWER (S):	City of Sedro Woolley
AMOUNT:	$3,800,000.00 draw down non-revolving line of credit
PURPOSE OF LOAN:	Construction of new two story addition to the existing Public Safety building for the city of Sedro Woolley.
COLLATERAL:	This loan will be unsecured
INTEREST RATE:	A tax-exempt fixed rate of 3.95% per annum.
LOAN FEES:	There will be no loan origination fee on this loan. There will be no prepayment fees on this loan.

REPAYMENT TERMS: Required monthly payments of accrued interest with the entire remaining balance of principal, interest and costs to be paid in full at the maturity date of the note; September 1, 2008 from permanent financing by a direct loan from the USDA rural development loan fund.

SPECIAL TERMS and CONDITIONS:

a) Construction shall be completed by March 1, 2008.

b) Approval by Peoples Bank's legal counsel of all loan documents.

c) Confirmation from the USDA that this project qualifies for their funding, and when proceeds for refinancing will be available.

d) The borrowing will be bank-qualified. The city will provide an opinion of K & L Gates to the effect that the borrowing line is a valid and binding obligation of the City, and that interest on the bank loan is excludable from gross income and bank qualified under the Internal Revenue Code of 1986 as amended.

e) Satisfactory review by Peoples Bank of plans, specifications, bids and project budget.

f) Monthly draw requests to be approved by the borrower or its representative then by a bank officer for compliance to the completion schedule outlined in the construction contract.

g) Borrower will reimburse Peoples Bank for expenses incurred in connection with this loan application including, any and all legal expenses estimated at this time to be none.

ADDITIONAL TERMS: Loan documents will be provided by the borrower's bond counsel and may include additional terms and conditions not discussed above. The Bank will also require certain financial and other information prior to closing this loan, which will be discussed with you in detail upon your acceptance of this commitment. At the date of closing the loan, the financial condition and credit of Borrower and all other features of this transaction will be as represented to Bank without material adverse change. In the event of bankruptcy or insolvency or adverse material change in the credit worthiness of the Borrower, this commitment will terminate upon notice by the Bank. This commitment is non-assignable by the Borrower and the Borrower will not disclose the terms of this commitment except to their legal and financial advisors. This commitment supersedes any prior commitments, offers, or agreements, written or oral concerning this financing and can only be modified in writing.

ACCEPTANCE: This commitment is not binding unless the enclosed copy of this letter is signed by Borrower and received by us by 5:00 p.m. on *March 31, 2007* at which time the commitment will expire without notice if not so accepted. If, after acceptance, the loan has not closed by *May 31, 2007* , this commitment will expire without notice and all fees paid by borrower will be retained by Bank as compensation for expense incurred. Closing will be deemed to take place when the borrower is eligible for and receives the first disbursement even if security documents are filed or recorded earlier.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

If this conditional commitment is acceptable to you, please sign and return the enclosed copy of this letter prior to the final date of acceptance indicated above.

We look forward to working with you!

Sincerely,
Peoples Bank

_____
By: Bill Irving
Its: Senior Vice President

Acknowledged and accepted this ____day of _____.

City of Sedro Woolley

_____
By: Patsy K. Nelson, CPA
Its: Clerk-Treasurer