

## 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

January 23, 2008

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 (Including January 2, 2008 Work Session)
  - b. Finance
    - Claim Vouchers #62362 to #62437 for \$250,055.42
    - Claim Vouchers #62438 to #62518 for \$148,568.41
    - Payroll Warrants #41689 to #41782 for \$221,016.17
    - Payroll Warrants #41783 to #41878 for \$165,158.57
  - c. Planning Commission member appointment - Patrick Huggins
  - d. Out of State Training - Change Request - Police Department
  - e. Final Acceptance - Borseth Sewer Project as constructed by Aaction Excavating Co.
  - f. On-Call Professional Services Agreement - Garrison Engineering (*revised*)
  - g. Construction Phase Professional Services Agreement - Geotest Services, Inc.
  - h. Interlocal Agreement - Skagit County & City of Sedro-Woolley for Ballot Drop Box
4. Special Presentation - Sedro-Woolley School District Levy
  5. Public Comment (Please limit your comments to 3-5 minutes)

### UNFINISHED BUSINESS

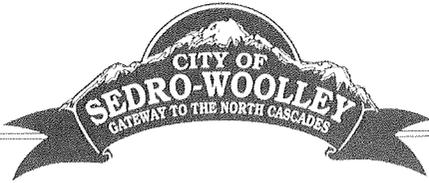
6. City Hall Update (*action requested*)
7. F&S Grade Road/Highway 20 Update (*refer to Public Works Engineering Department Report*)
8. Interlocal - Solid Waste (*2nd reading*)  
*Creating a new framework for Skagit County and Skagit County Cities & Towns for solid waste management of a county-wide solid waste system*
9. Ordinance - Clarification of the RCW 35A Adoption Ordinance (*action requested*)  
*Clarifying Ordinance 1582-07*
10. Ordinance - Zero Side Setbacks in R-15 Zone (*action requested*)  
*Adoption of Ordinance to make effective*

**NEW BUSINESS**

11. Ordinance - Proposed Amendment to SWMC 2.90.050 – Open record public hearings  
*Setting a 120 day time limit for applicants to resubmit required revisions to land use application materials*
12. Ordinance - Proposed Amendment to SWMC 15.40.040 – Streets and Sidewalks -  
Classifications  
*(Allowing the use of private streets in zero side setback developments in the R-15 zone)*
13. Ordinance - Annexation of four (4) parcels of city-owned property
14. BNSF Right-of-Way *(seeking direction)*
15. New Parks Department Office Building Design
16. Ordinance - Leasehold Excise Tax *(action requested)*  
*Authorizing the City to collect the local share of existing State Leasehold Excise Tax*

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION/YES**



DATE: January 23, 2008

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 January 23, 2008 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 OF SEDRO-WOOLLEY  
-----

Work Session of the City Council  
January 2, 2008 – 7:00 P.M. – Community Center

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Hugh Galbraith, Rick Lemley and Dennis London. Staff: City Attorney/Supervisor Berg and Engineer Freiberger.

Construction Phase Engineering Consultant Agreement with CH2M Hill

- Engineer Freiberger reviewed the supplemental agreement to add construction phase support services for the Phase 2 SR20 Sewer Improvement Project. Council discussion ensued regarding the consultant agreement with CH2M Hill.

Councilmember Meamber moved to enter into agreement with CH2M Hill for support services for the Phase 2 SR 20 Sewer Improvement Project. Councilmember Splane seconded. Motion carried (6-0).

Construction Phase Professional Services Agreement with Reichhardt & Ebe Engineering, Inc.

- Engineer Freiberger reviewed the agreement for construction phase inspection and engineering management services for the Phase 2 SR 20 Sewer System Improvement Project with Reichhardt & Ebe Engineering, Inc. Council discussion ensued.

Councilmember London moved to approve the professional services agreement with Reichhardt & Ebe Engineering, Inc. for construction phase inspection and engineering management services for the Phase 2 SR20 Sewer System Improvement Project. Seconded by Councilmember Meamber. Motion carried (6-0).

Sedro-Woolley Public Works Department Standards

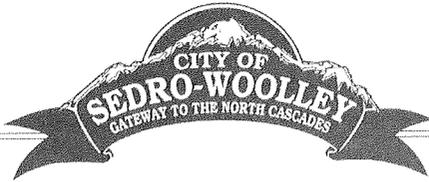
- A detailed discussion ensued by Council and Staff. Street sections were discussed and it was the consensus of the Council that the public works standards should be adjusted to include narrower rights of way and specifically would include sidewalk widths of five (5) feet other than the Central Business District (CDB) which should be twelve (12) feet or school zones which should be eight (8) feet. In some instances, sidewalks on one side of the street would be acceptable based upon topography, other site issues and sound engineering.

Councilmember Requa left the meeting at 8:35 P.M.

Discussion regarding private streets in the multi-family zone for zero side setback developments (so-called “mini-lots”). The Council indicated some interest in considering a code amendment in the near future that would allow for private streets in that very limited situation.

Councilmember London moved to adjourn. Seconded by Councilmember Lemley. Motion carried (5-0).

The worksession was adjourned at 8:56 P.M.



DATE: January 23, 2008  
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 January 23, 2008.

Motion to approve Claim Vouchers #62362 to #62437 in the amount of \$250,055.42 and #62438 to #62518 in the amount of \$148,568.41.

Motion to approve Payroll Warrants #41689 to #41782 in the amount of \$221,016.17 and #41783 to #41878 in the amount of \$165,158.57.

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  
 12/31/2007 (Printed 01/17/2008 09:18)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62362	ALL-PHASE ELECTRIC	OPERATING SUPPLIES	PL	583.96
		OPERATING SUPPLIES	SWR	44.58
		PORTABLE EQUIPMENT	SWR	1,131.84
		PORTABLE EQUIPMENT	SWR	1,131.84
		WARRANT TOTAL		628.54
62363	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	SWR	276.16
		WARRANT TOTAL		276.16
62364	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	PL	50.14
		MISC-LAUNDRY	PL	16.19
		MISC-LAUNDRY	PL	22.35
		MISC-LAUNDRY	PL	18.45
		LAUNDRY	SWR	21.93
	WARRANT TOTAL		129.06	
62365	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	116.97
		AUTO FUEL	PD	1,393.09
		VEHICLE FUEL / DIESEL		258.18
		VEHICLE FUEL / DIESEL		294.65
		VEHICLE FUEL / DIESEL		279.10
		AUTO FUEL/DIESEL	SWR	157.33
		AUTO FUEL/DIESEL	SAN	1,486.09
		AUTO FUEL/DIESEL	SAN	3,378.89
	WARRANT TOTAL		7,364.30	
62366	AT&T MOBILITY	TELEPHONE	PD	718.72
		WARRANT TOTAL		718.72
62367	BANK OF AMERICA	MISC-TUITION/REGISTRATION	PLN	447.50
		WARRANT TOTAL		447.50
62368	BANK OF AMERICA	OFFICE SUPPLIES	SAN	47.82
		WARRANT TOTAL		47.82
62369	BOULDER PARK, INC	SOLIDS HANDLING	SWR	3,918.00
		WARRANT TOTAL		3,918.00
62370	BRYAN TRUCKING INC. DBA	SOLID WASTE DISPOSAL	SAN	2,235.00
		WARRANT TOTAL		2,235.00
62371	CARLETTI ARCHITECTS P.S.	ARCHITECT & ENGINEERING	CH	3,734.45
		WARRANT TOTAL		3,734.45
62372	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	16.74
		WARRANT TOTAL		16.74
62373	CH2MHILL	ENGINEERING - SR20 LINE	PWT	70,501.87
		ENGINEERING - SR20 LINE	PWT	6,352.13
		WARRANT TOTAL		76,854.00
62374	CINTAS CORPORATION #460	UNIFORMS	FD	42.24

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 12/31/2007 (Printed 01/17/2008 09:18)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UNIFORMS	FD	42.24
		REPAIRS/MAINT-EQUIP	FD	42.24
		WARRANT TOTAL		126.72
62375	COASTAL WEAR PRODUCTS	OP. SUPPLIES - ST CLEANING	PL	761.00
		WARRANT TOTAL		761.00
62376	COLLINS OFFICE SUPPLY, INC	OPERATING SUPPLIES	CS	27.49
		SUPPLIES/BOOKS	PLN	12.25
		SUPPLIES	ENG	12.25
		OFF/OPER SUPPS & BOOKS	INSP	12.24
		WARRANT TOTAL		64.23
62377	COOK PAGING (WA)	TELEPHONE	FD	6.41
		WARRANT TOTAL		6.41
62378	HSBC BUSINESS SOLUTIONS	OFFICE/OPERATING SUPPLIES	PD	92.59
		MACHINERY & EQUIPMENT	PD	196.01
		EQUIPMENT - SENIOR CENTER	PL	740.73
		WARRANT TOTAL		1,029.33
62379	DESTINATION WIRELESS	TELEPHONE	PD	14.03
		WARRANT TOTAL		14.03
62380	DISPLAY SALES	OTHER IMPROVEMENTS	PL	1,355.00
		WARRANT TOTAL		1,355.00
62381	E & E LUMBER	REPAIRS/MAINT-TRAIN	PL	7.69
		SKATE PARK	PL	639.24
		REPAIRS/MAINT-BUILDING	SAN	55.16
		WARRANT TOTAL		702.09
62382	FORT KNOX MAILBOX	PORTABLE EQUIPMENT	SWR	461.00
		SMALL TOOLS & MINOR EQUIP	SAN	230.00
		OPERATING SUPPLIES	SWTR	7.00
		WARRANT TOTAL		698.00
62383	GARRISON ENGINEERING CORP	ARCHITECT & ENGINEERING	CH	1,666.25
		WARRANT TOTAL		1,666.25
62384	GEOTEST SERVICES, INC.	ARCHITECT & ENGINEERING	CH	440.00
		WARRANT TOTAL		440.00
62385	GOLDEN RAILINGS, INC.	OTHER IMPROVEMENTS	SWR	850.00
		WARRANT TOTAL		850.00
62386	GUARDIAN NW TITLE & ESCROW	ENGINEERING-POLTE/TOWNSHIP AST		108.00
		WARRANT TOTAL		108.00
62387	HANSON CONSULTING	PROFESSIONAL SERVICES	PLN	1,080.00
		WARRANT TOTAL		1,080.00

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 12/31/2007 (Printed 01/17/2008 09:18)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62388	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	145.00
		WARRANT TOTAL		145.00
62389	HONEY BUCKET	SUPPLIES - CAMPGROUND	PL	72.70
		WARRANT TOTAL		72.70
62390	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	1,530.00
		WARRANT TOTAL		1,530.00
62391	INFORMATION TODAY INC	BOOKS, PERIOD, RECORDS	LIB	188.00
		WARRANT TOTAL		188.00
62392	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	17.10
		BOOKS, PERIOD, RECORDS	LIB	130.09
		BOOKS, PERIOD, RECORDS	LIB	2,137.08
		WARRANT TOTAL		2,284.27
62393	IWORQ SYSTEMS	MISC-DUES/SUBSCRIPTIONS	PL	1,600.00
		MISC-DUES/SUBSCRIPTIONS	SWR	400.00
		MISC-DUES/SUBS & TUITN/REG SAN		400.00
		WARRANT TOTAL		2,400.00
62394	JOYS SEDRO-WOOLLEY BAKERY	MEALS/TRAVEL	EXE	639.60
		WARRANT TOTAL		639.60
62395	KAMB, THOMAS R	ASSOCIATE'S FEES	JUD	250.00
		WARRANT TOTAL		250.00
62396	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	200.00
		WARRANT TOTAL		200.00
62397	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	PL	126.36
		WARRANT TOTAL		126.36
62398	LEXISNEXIS MATTHEW BENDER	PROFESSIONAL SERVICES	PLN	10,400.00
		WARRANT TOTAL		10,400.00
62399	MOTOR TRUCKS, INC.	MAINTENANCE OF VEHICLES	SWR	307.45
		MAINTENANCE OF VEHICLES	SWR	1,331.48
		WARRANT TOTAL		1,638.93
62400	NORTHWEST INFORMATION SERVICES	ARCHITECT & ENGINEERING	CH	2,021.25
		WARRANT TOTAL		2,021.25
62401	NORTHWEST RECYCLING CO.	PROFESSIONAL SERVICES	PD	81.30
		WARRANT TOTAL		81.30
62402	OASYS	SUPPLIES/BOOKS	PLN	286.84
		SUPPLIES	ENG	286.85
		OFF/OPER SUPPS & BOOKS	INSP	286.85
		WARRANT TOTAL		860.54

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 12/31/2007 (Printed 01/17/2008 09:18)

PAGE 4

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62403	OFFICE DEPOT	SUPPLIES	EEXE	21.55
		SUPPLIES	FIN	114.48
		OFFICE SUPPLIES	SWR	326.80
		OFFICE SUPPLIES	SAN	65.52
		WARRANT TOTAL		528.35
62404	OLIVER-HAMMER CLOTHES	CLOTHING	PL	82.87
		CLOTHING	SAN	46.42
		CLOTHING	SAN	23.76
		WARRANT TOTAL		153.05
62405	PERSONNEL CONCEPTS	OPERATING SUPPLIES	CS	133.85
		PRINTING/PUBLICATIONS	PD	133.86
		OFFICE SUPPLIES	FD	133.86
		SUPPLIES	LIB	133.86
		PROFESSIONAL SERVICES	PL	133.86
		SAFETY EQUIPMENT	SWR	133.86
WARRANT TOTAL		803.15		
62406	PUBLIC SAFETY TESTING	PROFESSIONAL SERVICES	CIV	224.00
		WARRANT TOTAL		224.00
62407	QUIRING MONUMENTS, INC.	LINERS	PL	75.00
		WARRANT TOTAL		75.00
62408	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	426.56
		PROFESSIONAL SERVICES	ENG	379.17
		PROFESSIONAL SERVICES	ENG	1,814.52
		PROFESSIONAL SERVICES	ENG	482.90
		ROADWAY - CRACK SEAL	ART	85.90
		ROADWAY - SLURRY SEAL	AST	64.81
		CONSTRUCTION-TOWNSHIP LINE	PWT	815.07
		ENGINEERING - METCALF LINE	PWT	1,105.18
		ENGINEERING-TOWNSHIP LINE	PWT	7,055.10
		ENGINEERING-TOWNSHIP LINE	PWT	3,027.55
		PROF SVS-ENGINEERING	SWR	767.68
		PROF SVS-ENGINEERING	SWR	3,621.95
		WARRANT TOTAL		19,646.39
62409	RICK'S REFRIGERATION INC.	MAINT OF GENERAL EQUIP	SWR	166.32
		SOLID WASTE DISPOSAL	SAN	166.32
		WARRANT TOTAL		332.64
62410	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	SWR	49.14
		WARRANT TOTAL		49.14
62411	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		2,010.00
		WARRANT TOTAL		2,010.00
62412	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	349.13
		WARRANT TOTAL		349.13

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 12/31/2007 (Printed 01/17/2008 09:18)

PAGE 5

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62413	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	1,050.00
		WARRANT TOTAL		1,050.00
62414	SKAGIT COUNTY GOVERNMENT	COMPUTER NETWORK	CS	13,996.75
		COMPUTER NETWORK	CS	679.79
		OPERATING LEASE-COMPUTER	PD	2,110.16
		PROFESSIONAL SERVICES	FD	81.16
		WARRANT TOTAL		16,867.86
62415	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	31,718.20
		WARRANT TOTAL		31,718.20
62416	SKAGIT COUNTY SHERIFF	PRISONERS	PD	8,264.79
		PRISONERS	PD	341.01
		WARRANT TOTAL		8,605.80
62417	SKAGIT CO. TRAINING	TUITION/REGISTRATION	FD	2,000.00
		WARRANT TOTAL		2,000.00
62418	SKAGIT DOMESTIC VIOLENCE	PROFESSIONAL SERVICES	JUD	300.00
		WARRANT TOTAL		300.00
62419	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	224.80
		WARRANT TOTAL		224.80
62420	SKAGIT SURVEYORS &	ENGINEERING - SR20 LINE	PWT	6,256.25
		WARRANT TOTAL		6,256.25
62421	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	55.62
		UNIFORM CLEANING	PD	418.13
		WARRANT TOTAL		473.75
62422	SUBURBAN PROPANE, L.P.	PROPANE	PL	28.32
		WARRANT TOTAL		28.32
62423	SUNDOWNER KUSTOM KLEANING	REPAIR & MAINTENANCE	CS	125.00
		EQUIPMENT - SENIOR CENTER	PL	1,146.40
		WARRANT TOTAL		1,271.40
62424	TIERNEY, MICHAEL B. P.S.	PROFESSIONAL SERVICES	SWR	7,150.20
		WARRANT TOTAL		7,150.20
62425	TRAIL ROAD EXPRESS LUBE	REPAIRS/MAINT - EQUIP	PL	25.87
		WARRANT TOTAL		25.87
62426	TRUE VALUE	OFFICE SUPPLIES / POSTAGE	PL	1.80
		WARRANT TOTAL		1.80
62427	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	1,501.95
		WARRANT TOTAL		1,501.95
62428	UPBEAT INC.	CONTAINERS	SAN	1,046.46

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 12/31/2007 (Printed 01/17/2008 09:18)

PAGE 6

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,046.46
62429	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	24.00
		WARRANT TOTAL		24.00
62430	VALLEY AUTO SUPPLY	REPAIRS/MAINT - EQUIP	PL	166.08
		REPAIRS/MAINT-EQUIP	SAN	154.61
		WARRANT TOTAL		320.69
62431	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	JUD	2.86
		INDUSTRIAL INSURANCE	PD	95.15
		WARRANT TOTAL		98.01
62432	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	18.00
		WARRANT TOTAL		18.00
62433	WA STATE DEPT OF REVENUE	SUPPLIES	LIB	14.36
		TAXES AND ASSESSMENTS	LIB	4.22
		BOOKS, PERIOD, RECORDS	LIB	29.35
		TAXES & ASSESSMENTS	PL	298.30
		TAXES & ASSESSMENTS	PL	21.38
		TAXES AND ASSESSMENTS	SWR	4,154.23
		TAXES & ASSESSMENTS	SAN	4,700.06
		WARRANT TOTAL		9,221.90
62434	WA STATE DEPT OF REVENUE	RENTS, LEASES, CONCESSIONS		61.63
		RENTS, LEASES		134.82
		RENTS, LEASES		57.78
		WARRANT TOTAL		254.23
62435	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	8,886.82
		WARRANT TOTAL		8,886.82
62436	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES	PL	22.67
		OPERATING SUPPLIES	PL	25.92
		SMALL TOOL & MINOR EQUIP	PL	201.92
		SAFETY EQUIPMENT	PL	34.55
		OPERATING SUPPLIES	SWR	50.03
		WARRANT TOTAL		335.09
62437	FARMER, ZACH	OTHER IMPROVEMENTS	PL	93.87
		WARRANT TOTAL		93.87
		RUN TOTAL		250,055.42

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	52,176.64
104	ARTERIAL STREET FUND	258.71
105	LIBRARY FUND	2,654.06
110	PUBLIC LANDS 110	9,184.55
331	CITY HALL CONST FUND	7,861.95
332	PWTF SEWER CONSTRUCTION FUND	95,113.15
401	SEWER FUND	25,848.91
412	SOLID WASTE FUND	54,882.67
425	STORMWATER	64.78
621	SUSPENSE FUND	2,010.00
TOTAL		250,055.42

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 12/31/2007 (Printed 01/17/2008 09:18)

DEPARTMENT	AMOUNT
001 000 000	61.63
001 000 012	1,802.86
001 000 013	661.15
001 000 014	114.48
001 000 016	224.00
001 000 018	15,079.85
001 000 019	12,226.59
001 000 020	3,402.25
001 000 021	15,607.46
001 000 022	2,348.15
001 000 024	299.09
001 000 062	349.13
FUND CURRENT EXPENSE FUND	52,176.64
104 000 042	258.71
FUND ARTERIAL STREET FUND	258.71
105 000 072	2,654.06
FUND LIBRARY FUND	2,654.06
110 000 042	9,184.55
FUND PUBLIC LANDS	110 9,184.55
331 000 012	7,861.95
FUND CITY HALL CONST FUND	7,861.95
332 000 082	95,113.15
FUND P WTF SEWER CONSTRUCTION FUND	95,113.15
401 000 000	134.82
401 000 035	25,714.09
FUND SEWER FUND	25,848.91
412 000 037	54,882.67
FUND SOLID WASTE FUND	54,882.67
425 000 000	57.78
425 000 039	7.00
FUND STORMWATER	64.78
621 000 000	2,010.00
FUND SUSPENSE FUND	2,010.00
 TOTAL	 250,055.42

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62438	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	1,050.00
		MISC-FILING FEES/LIEN EXP	SAN	966.00
		WARRANT TOTAL		2,016.00
62439	RIVER ROAD LLC	OTHER IMPROVEMENTS-RVRFRNT	PK	40,000.00
		WARRANT TOTAL		40,000.00
62440	ALLELUJAH BUSINESS SYSTEMS	SUPPLIES	ENG	1.21
		WARRANT TOTAL		1.21
62441	ALL-PHASE ELECTRIC	OPERATING SUPPLIES	ST	2,131.30
		OPERATING SUPPLIES	ST	18.47
		WARRANT TOTAL		2,149.77
62442	ALPINE FIRE & SAFETY	SAFETY EQUIPMENT	PK	242.41
		SAFETY EQUIPMENT	ST	210.38
		WARRANT TOTAL		452.79
62443	ARAMARK UNIFORM SERVICES	LAUNDRY	CS	31.58
		LAUNDRY	CS	31.58
		OPERATING SUP - PARKS SHOP	PK	50.14
		OPERATING SUP - PARKS SHOP	PK	16.19
		MISC-LAUNDRY	ST	19.06
		LAUNDRY	SWR	29.49
		LAUNDRY	SWR	21.93
		WARRANT TOTAL		199.97
62444	AWC	MISCELLANEOUS	FIN	5,868.45
		WARRANT TOTAL		5,868.45
62445	AWC DRUG & ALCOHOL	PROFESSIONAL SERVICES	PK	110.50
		MISCELLANEOUS	CEM	55.25
		PROFESSIONAL SERVICES	ST	276.25
		PROFESSIONAL SERVICES	SWR	442.00
		PROFESSIONAL SERVICES	SAN	221.00
		WARRANT TOTAL		1,105.00
62446	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	7,298.80
		WARRANT TOTAL		7,298.80
62447	ASSOC PETROLEUM PRODUCTS	AUTO FUEL/DIESEL	FD	464.47
		REPAIR/MAINTENANCE-EQUIP	ST	63.27
		WARRANT TOTAL		527.74
62448	BANK OF NEW YORK MELLON	BOND INTEREST-G/O BONDS		303.50
		WARRANT TOTAL		303.50
62449	BARNETT IMPLEMENT CO. INC	OFFICE SUPPLIES	CEM	186.76
		OPERATING SUPPLIES	CEM	46.41
		WARRANT TOTAL		233.17
62450	BANK OF AMERICA	SUPPLIES	LIB	47.82

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 01/23/2008 (Printed 01/18/2008 09:15)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		EARLY LITERACY LIB	96.64
		BOOKS, PERIOD, RECORDS LIB	53.47
		WARRANT TOTAL	197.93
62451	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES PD	77.97
		OPERATING SUPPLIES FD	77.96
		OPERATING SUPPLIES FD	122.52
		OPERATING SUP - COMM CENTER PK	112.79
		OPERATING SUP - HAMMER SQ PK	24.77
		WARRANT TOTAL	416.01
62452	BEITLER, HAROLD	RETIRED MEDICAL PD	1,234.80
		WARRANT TOTAL	1,234.80
62453	BIGGAR, ROB DBA	PROFESSIONAL SERVICES SWR	990.00
		WARRANT TOTAL	990.00
62454	BLACKSTONE AUDIOBOOKS	BOOKS, PERIOD, RECORDS LIB	7.00
		WARRANT TOTAL	7.00
62455	BOUWENS, JENNIFER A.	PROSECUTING ATTY JUD	2,500.00
		WARRANT TOTAL	2,500.00
62456	BRYAN TRUCKING INC. DBA	RECYCLING FEE - YARD WASTE SAN	6,048.00
		RECYCLING FEE - YARD WASTE SAN	5,508.00
		WARRANT TOTAL	11,556.00
62457	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES CS	3,158.48
		UTILITIES-COMMUNITY CTR PK	293.69
		UTILITIES-SENIOR CENTER PK	797.82
		UTILITIES-HAMMER SQUARE PK	131.17
		UTILITIES - SHOP PK	407.22
		PUBLIC UTILITIES ST	214.41
		PUBLIC UTILITIES LIB	322.23
		PUBLIC UTILITIES SWR	348.68
		PUBLIC UTILITIES SAN	498.51
		WARRANT TOTAL	6,172.21
62458	CEAW	DUES/SUBSCRIPTIONS ENG	20.00
		WARRANT TOTAL	20.00
62459	CHAPMANS TOP & UPHOLSTERY	REPAIR/MAINTENANCE-EQUIP ST	325.08
		WARRANT TOTAL	325.08
62460	COLLINS OFFICE SUPPLY, INC	SUPPLIES FIN	129.34
		SUPPLIES FIN	81.52
		SUPPLIES FIN	63.64
		SUPPLIES FIN	10.26
		WARRANT TOTAL	284.76
62461	SKAGIT WEEKLY NEWS GROUP	OPERATING SUPPLIES SAN	54.00
		WARRANT TOTAL	54.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62462	CRYSTAL SPRINGS	SUPPLIES	LGS	51.74
		OPERATING SUPPLIES	FD	25.96
		OPERATING SUP - PARKS SHOP	PK	17.98
		OPERATING SUPPLIES	CEM	9.99
		OPERATING SUPPLIES	ST	37.02
		OPERATING SUPPLIES	SWR	30.48
		WARRANT TOTAL		173.17
62463	CUES	MAINTENANCE OF LINES	SWR	323.44
		WARRANT TOTAL		323.44
62464	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	114.00
		WARRANT TOTAL		114.00
62465	E & E LUMBER	REPAIR/MT-HAMMER SQUARE	PK	26.71
		REPAIR/MT-METCALF BALL PARK	PK	35.42
		OPERATING SUPPLIES	ST	8.99
		OPERATING SUPPLIES	ST	3.46
		OPERATING SUPPLIES	ST	23.54
		OPERATING SUPPLIES	ST	29.84
		OPERATING SUPPLIES	ST	2.24
		OPERATING SUPPLIES	ST	101.07
		OPERATING SUPPLIES	ST	1,146.86
		OPERATING SUPPLIES	ST	57.68
		OPERATING SUPPLIES	ST	.94
		OPERATING SUPPLIES	ST	4.54
		OPERATING SUPPLIES	ST	12.92
		OPERATING SUPPLIES	ST	3.20
		OPERATING SUPPLIES	ST	138.89
		OPERATING SUPPLIES	ST	32.85
		SMALL TOOLS/MINOR EQUIP	ST	145.80
		SMALL TOOLS/MINOR EQUIP	ST	89.62
		SAFETY EQUIPMENT	ST	10.80
		OPERATING SUPPLIES	ST	5.18
		OPERATING SUPPLIES	SWR	71.63
		OPERATING SUPPLIES	SWR	38.26
		OPERATING SUPPLIES	SWR	4.95
		REPAIRS/MAINT-BUILDING	SAN	8.42
		OPERATING SUPPLIES	SAN	49.16
		WARRANT TOTAL		2,052.97
62466	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	387.00
		WARRANT TOTAL		387.00
62467	FIDALGO NETWORKING	TELEPHONE	SAN	50.00
		WARRANT TOTAL		50.00
62468	GRAINGER PARTS	MAINT OF GENERAL EQUIP	SWR	14.96
		WARRANT TOTAL		14.96
62469	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	269.89
		EQUIPMENT LEASES	CS	308.99

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	578.88
62470	GUARDIAN SECURITY	PUBLIC UTILITIES CS	26.50
		OPERATING SUPPLIES SWR	30.00
		WARRANT TOTAL	56.50
62471	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES SWR	274.36
		WARRANT TOTAL	274.36
62472	HONEY BUCKET	OPERATING SUP - MEMORIAL PARK	72.70
		OPERATING SUP - BINGHAM PARK	93.76
		WARRANT TOTAL	166.46
62473	IDEARC MEDIA CORP.	BOOKS, PERIOD, RECORDS LIB	33.80
		WARRANT TOTAL	33.80
62474	ISOMEDIA.COM	TELEPHONE FIN	8.74
		TELEPHONE PLN	8.74
		TELEPHONE ENG	8.74
		TELEPHONE INSP	8.73
		TELEPHONE LIB	39.95
		WARRANT TOTAL	74.90
62475	KROESEN'S INC.	UNIFORMS FD	1,616.18
		WARRANT TOTAL	1,616.18
62476	LAUNCHING SUCCESS LEARNING STORE	EARLY LITERACY LIB	170.93
		WARRANT TOTAL	170.93
62477	L.E.I.R.A.	DUES/SUBSCRIPTIONS PD	90.00
		WARRANT TOTAL	90.00
62478	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES SWR	46.17
		OPERATING SUPPLIES SWR	9.72
		REPAIRS/MAINT-EQUIP SAN	54.50
		WARRANT TOTAL	110.39
62479	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR JUD	2,557.50
		WARRANT TOTAL	2,557.50
62480	MOBILE MUSIC UNLIMITED	REPAIR/MAINTENANCE-EQUIP ST	300.00
		MAINTENANCE OF VEHICLES SWR	300.00
		WARRANT TOTAL	600.00
62481	MORTENSON SIGNS	REPAIR & MAINTENANCE CS	226.80
		REPAIR/MT-SMALL TOOLS EQUIP PK	642.60
		WARRANT TOTAL	869.40
62482	NEXTEL COMMUNICATIONS	TELEPHONE FIN	83.76
		TELEPHONE LGL	27.91
		TELEPHONE PLN	55.84
		NEXTEL CELL PHONES	55.84

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 01/23/2008 (Printed 01/18/2008 09:15)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	PD	474.47
		TELEPHONE	FD	195.44
		TELEPHONE	INSP	27.92
		TELEPHONE	PK	251.28
		TELEPHONE	CEM	55.84
		TELEPHONE	ST	167.52
		NEXTEL CELL PHONES		279.20
		NEXTEL CELL PHONES	SAN	167.52
		WARRANT TOTAL		1,842.54
62483	NORTH WEST INST. SERVICES	MAINTENANCE CONTRACTS	SWR	97.20
		WARRANT TOTAL		97.20
62484	NORTHWEST CLEAR AIR	NW AIR POLLUTION	AIR	3,414.25
		WARRANT TOTAL		3,414.25
62485	OASYS	EQUIPMENT LEASES	CS	348.34
		WARRANT TOTAL		348.34
62486	OFFICE DEPOT	SUPPLIES	FIN	152.67
		SUPPLIES	LIB	106.14
		WARRANT TOTAL		258.81
62487	OLIVER-HAMMER CLOTHES	CLOTHING	ST	129.54
		SAFETY EQUIPMENT	SWR	111.22
		CLOTHING	SAN	139.26
		CLOTHING	SAN	70.18
		CLOTHING	SAN	70.18
		WARRANT TOTAL		520.38
62488	PARKER PAINT	REPAIRS/MT-RV PARK	PK	149.08
		WARRANT TOTAL		149.08
62489	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	26.77
		EARLY LITERACY	LIB	34.28
		BOOKS, PERIOD, RECORDS	LIB	20.30
		WARRANT TOTAL		81.35
62490	PITTMAN, HAROLD	RETIRED MEDICAL	PD	19.00
		WARRANT TOTAL		19.00
62491	PNCWA -- WESTERN REGION	MISC-DUES/SUBSCRIPTIONS	SWR	175.00
		WARRANT TOTAL		175.00
62492	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	41.60
		PUBLIC UTILITIES	CS	38.76
		PUB UTILITIES-MALL	CS	35.64
		PUBLIC UTILITIES	FD	160.45
		UTILITIES-RIVERFRONT	PK	118.34
		UTILITIES-COMMUNITY CTR	PK	72.56
		UTILITIES-SENIOR CENTER	PK	233.96
		UTILITIES-TRAIN	PK	16.40

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 01/23/2008 (Printed 01/18/2008 09:15)

PAGE 6

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		UTILITIES-HAMMER SQUARE PK	138.16
		UTILITIES-BINGHAM & MEMORIAL P	27.40
		UTILITIES - OTHER PK	27.40
		PUBLIC UTILITIES CEM	56.16
		PUBLIC UTILITIES ST	33.08
		PUBLIC UTILITIES LIB	22.08
		PUBLIC UTILITIES SWR	157.46
		PUBLIC UTILITIES SAN	35.92
		WARRANT TOTAL	1,215.37
62493	PUGET SOUND ENERGY	PUBLIC UTILITIES ST	6,758.10
		WARRANT TOTAL	6,758.10
62494	QUIRING MONUMENTS, INC.	LINERS CEM	75.00
		WARRANT TOTAL	75.00
62495	READY! FOR KINDERGARTEN	EARLY LITERACY LIB	5,465.46
		WARRANT TOTAL	5,465.46
62496	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	122.63
		OPERATING SUPPLIES SWR	138.30
		OPERATING SUPPLIES SWR	139.69
		WARRANT TOTAL	400.62
62497	SEDRO-WOLLEY AUTO PARTS	OFFICE SUPPLIES CEM	8.76
		SMALL TOOLS/MINOR EQUIP CEM	11.76
		OPERATING SUPPLIES ST	11.33
		OPERATING SUPPLIES ST	2.21
		OPERATING SUPPLIES ST	63.68
		SAFETY EQUIPMENT ST	19.42
		REPAIR/MAINTENANCE-EQUIP ST	43.20
		REPAIR/MAINTENANCE-EQUIP ST	33.66
		REPAIRS/MAINT-EQUIP SAN	19.59
		WARRANT TOTAL	213.61
62498	SEDRO-WOLLEY CHAMBER OF	MISC-DUES/SUBSCRIPTIONS FIN	260.00
		WARRANT TOTAL	260.00
62499	SEDRO-WOLLEY LOCK & KEY	REPAIRS/MAINT-EQUIP FD	29.38
		OPERATING SUPPLIES SAN	364.18
		WARRANT TOTAL	393.56
62500	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS FD	11,568.50
		WARRANT TOTAL	11,568.50
62501	SKAGIT COUNCIL OF GOVERNMENTS	S.C.O.G. PLN	4,973.00
		MPO / RTPO MATCH AST	3,205.00
		WARRANT TOTAL	8,178.00
62502	SKAGIT FARMERS SUPPLY	REPAIR/MT-METCALF BALL PARK PK	67.47
		MAINTENANCE OF LINES SWR	120.79
		MAINTENANCE OF LINES SWR	45.30

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 01/23/2008 (Printed 01/18/2008 09:15)

PAGE 7

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		233.56
62503	SKAGIT HYDRAULICS, INC.	CONTAINERS	SAN	168.12
		WARRANT TOTAL		168.12
62504	SKAGIT CO. UTILITY COORD.	MISC-DUES/SUBSCRIPTIONS	SWR	75.00
		WARRANT TOTAL		75.00
62505	SPARKLE SHOP LAUNDRIES	MISC-LAUNDRY	FD	13.82
		WARRANT TOTAL		13.82
62506	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
62507	TRUE VALUE	OPERATING SUPPLIES	FD	3.16
		OPERATING SUPPLIES	FD	7.33
		OPERATING SUPPLIES	FD	5.40
		OPERATING SUP - MEMORIAL PARK		11.86
		REPAIR/MT-HAMMER SQUARE	PK	31.29
		REPAIR/MT-HAMMER SQUARE	PK	15.11
		REPAIR/MT-HAMMER SQUARE	PK	11.87
		OPERATING SUPPLIES	SWR	21.59
		OPERATING SUPPLIES	SWR	26.31
		OPERATING SUPPLIES	SWR	14.05
		OPERATING SUPPLIES	SWR	24.83
		OPERATING SUPPLIES	SAN	15.07
		WARRANT TOTAL		164.13
62508	UNITED LABORATORIES	OPERATING SUPPLIES	SAN	1,542.76
		WARRANT TOTAL		1,542.76
62509	VALLEY AUTO SUPPLY	REPAIR/MAINTENANCE-EQUIP	ST	291.65
		REPAIR/MAINTENANCE-EQUIP	ST	4.74
		MAINTENANCE OF VEHICLES	SWR	10.35
		MAINTENANCE OF VEHICLES	SWR	16.44
		MAINTENANCE OF VEHICLES	SWR	56.27
		OPERATING SUPPLIES	SAN	14.03
		OPERATING SUPPLIES	SAN	64.67
		WARRANT TOTAL		458.15
62510	VERIZON NORTHWEST	TELEPHONE	JUD	190.12
		TELEPHONE	FIN	475.35
		TELEPHONE	FIN	56.64
		TELEPHONE	PLN	95.06
		TELEPHONE	ENG	95.06
		TELEPHONE	PD	252.89
		TELEPHONE	INSP	95.06
		TELEPHONE	SWR	93.91
		WARRANT TOTAL		1,354.09
62511	VISION MUNICIPAL SOLUTIONS LLC	MACHINERY/EQUIPMENT	FIN	2,027.00
		PORTABLE EQUIPMENT	SWR	667.00

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 01/23/2008 (Printed 01/18/2008 09:15)

PAGE 8

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MACHINERY & EQUIPMENT	SAN	333.00
		WARRANT TOTAL		3,027.00
62512	WA CEMETERY & FUNERAL ASO	MISCELLANEOUS	CEM	100.00
		WARRANT TOTAL		100.00
62513	WA LIBRARY ASSOCIATION	SUBSCRIPTIONS	LIB	80.00
		SUBSCRIPTIONS	LIB	285.00
		WARRANT TOTAL		365.00
62514	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	776.55
		WARRANT TOTAL		776.55
62515	WA ST DEPT OF ECOLOGY	DOE NPDES PERMIT		1,012.03
		WARRANT TOTAL		1,012.03
62516	WEST REGION EMS & TRAUMA COUNCIL	TUITION/REGISTRATION	FD	390.00
		WARRANT TOTAL		390.00
62517	WASHINGTON STATE BAR ASSN	MISC-DUES	LGL	422.00
		WARRANT TOTAL		422.00
62518	BENEVOLENT ASSOCIATION	UNAPPLIED CASH - SUSPENSE		75.00
		WARRANT TOTAL		75.00
		RUN TOTAL		148,568.41

CITY OF SEDRO-WOOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
01/23/2008 (Printed 01/18/2008 09:15)

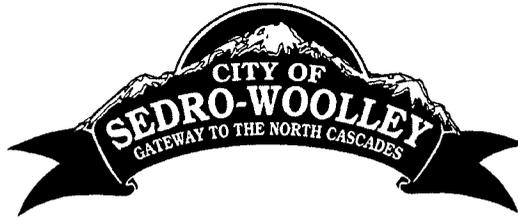
PAGE 9

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	55,701.75
101	PARK FUND	44,224.31
102	CEMETERY FUND	605.93
103	STREET FUND	12,971.79
104	ARTERIAL STREET FUND	3,205.00
105	LIBRARY FUND	6,811.87
230	1996 G/O BOND REDEMPTION FUND	303.50
401	SEWER FUND	7,195.16
412	SOLID WASTE FUND	16,462.07
425	STORMWATER	1,012.03
621	SUSPENSE FUND	75.00
TOTAL		148,568.41

CITY OF SEDRO-WOOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
01/23/2008 (Printed 01/18/2008 09:15)

PAGE 10

DEPARTMENT	AMOUNT
001 000 011	51.74
001 000 012	8,089.62
001 000 014	9,217.37
001 000 015	449.91
001 000 018	4,518.16
001 000 019	5,132.64
001 000 020	180.85
001 000 021	9,447.93
001 000 022	15,067.57
001 000 024	131.71
001 000 031	3,414.25
FUND CURRENT EXPENSE FUND	55,701.75
101 000 076	44,224.31
FUND PARK FUND	44,224.31
102 000 036	605.93
FUND CEMETERY FUND	605.93
103 000 042	12,971.79
FUND STREET FUND	12,971.79
104 000 042	3,205.00
FUND ARTERIAL STREET FUND	3,205.00
105 000 072	6,811.87
FUND LIBRARY FUND	6,811.87
230 000 082	303.50
FUND 1996 G/O BOND REDEMPTION FUND	303.50
401 000 035	7,195.16
FUND SEWER FUND	7,195.16
412 000 037	16,462.07
FUND SOLID WASTE FUND	16,462.07
425 000 039	1,012.03
FUND STORMWATER	1,012.03
621 000 000	75.00
FUND SUSPENSE FUND	75.00
TOTAL	148,568.41



## MEMORANDUM

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 23 2008

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

**TO:** City Council

**FROM:** Mayor Anderson

**DATE:** January 15, 2008

**SUBJECT:** Planning Commission member appointment – Patrick Huggins

### **PROJECT DESCRIPTION / HISTORY**

Mr. Patrick Huggins has been a member of the Planning Commission since February of 2002 and his term expired at the end of 2007. Mr. Huggins has been an exemplary member of the voluntary body and it is the will of the mayor to re-appoint Mr. Huggins to a full six-year term beginning January 1, 2008 and ending December 31, 2013.

### **RECOMMENDED ACTION**

Motion to approve the proposed the re-appointment of Patrick Huggins as a Planning Commission member.

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

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON  
APPOINTING PATRICK HUGGINS TO A SIX-YEAR TERM ON THE PLANNING  
COMMISSION

Be it resolved by the City Council of the City of Sedro-Woolley that Patrick Huggins is hereby appointed to the City of Sedro-Woolley Planning Commission for a six-year term from January 2008 through December 2013.

Planning commissioners serve without remuneration for six-year terms on a staggered schedule. The duties and powers of the planning commission are established in RCW 35.63 and the Sedro-Woolley Municipal Code.

Passed and approved this \_\_ day of January 2008.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

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

# SEDRO-WOOLLEY POLICE DEPARTMENT

## Memo

**To:** City Council  
**From:** Doug Wood, Chief of Police   
**Date:** 1/7/2008  
**Re:** Out of State Training – Change Request

---

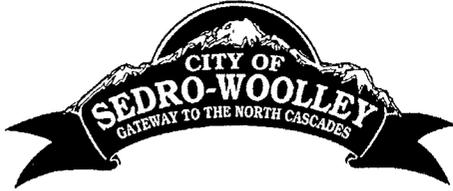
I am scheduled and approved to attend the Northwest Leadership Seminar 2008, mentioned below, but the construction and remodel of the new City Hall and offices are due to be completed around the same time frame and it will be necessary for me to be here to help coordinate the moving efforts. I would like to submit a request for change and have Sgt. Melissa Dougher attend the seminar instead of myself.

The Northwest Leadership Seminar 2008 is being held in Portland, Oregon March 5-7, 2008. Lt. Tucker attended this seminar in 2005, and considers this to be valuable training resource for administration personnel. The total cost of the seminar, including the registration, meals, fuel and hotel room is approximately \$1,068.00. I am asking the council to approve this request for out of state travel and training for Sgt. Melissa Dougher.

Recommended action:

Allow the Mayor to authorize out of state travel and training for Sgt. Melissa Dougher instead of Chief Doug Wood to attend the Northwest Leadership Seminar 2008, in Portland, Oregon.

---



CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 23 2008

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

**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
720 Murdock Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

Mark A. Freiberger, PE  
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Final Acceptance – Borseth Sewer Project**  
Aaction Excavating Company, Inc.

DATE: January 11, 2008 (for Council review January 23, 2008)

**ISSUE**

Should Council approve final acceptance of the Borseth Sewer Project as constructed by Aaction Excavating Company, Inc. of Bow, WA?

**BACKGROUND/DISCUSSION**

Council awarded the construction contract for the Borseth Sewer Project to Aaction Excavating Company, Inc. on November 14, 2007. The work was started on November 25, 2007 and all contract work was completed and accepted by December 20, 2007.

No change orders were issued for the project. A total of 5 items were completed under the Force Account bid item, for a total of \$1,894.79.

Overall, the contract came in \$2,258.24 under the Engineer's Estimate, due to unit quantity underruns on several bid items.

Attached is the certification of physical completion from Reichhardt & Ebe, who performed construction management services for the project.

Final release of retention will be pending clearance from the Department of Labor & Industries and the Department of Revenue confirming correct wage payments and sales tax payments.

**FINANCIAL**

Here is the updated funding and estimated cost for the overall project.

**FUNDING AVAILABLE**

Account No. 401.000.035.535.50.48.10 Sewer Fund	\$ 41,865	
<b>TOTAL AVAILABLE FUNDING</b>		<b>\$41,865.00</b>

**ESTIMATED COST**

Aaction Excavating Company, Inc incl. WSST	\$ 20,065.25
Reichhardt & Ebe CM (estimated final)	\$ 5,500.00

<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	<b>\$25,565.25</b>
--	--------------------

**REMAINING BUDGET**

**\$16,299.75**

**ANALYSIS**

The 2007 Budget included \$75,000 from the Sewer Fund for miscellaneous sewer construction, of which \$41,865 remained available for this project. Including construction engineering, the final cost is estimated at \$25,565. The remaining funds will be utilized for other maintenance items or carried forward as cash into the 2008 budget.

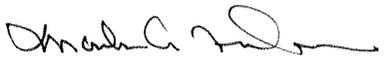
**RECOMMENDATION**

It is Staff's recommendation that Council move for final acceptance of the Borseth Sewer Project as constructed by Aaction Excavating Company, Inc. of Bow, WA.

**MOTION:**

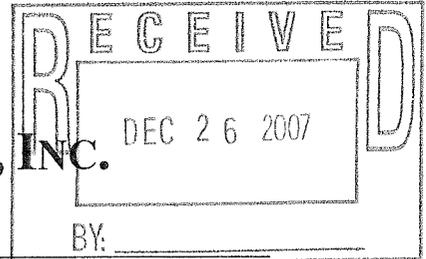
***Move final acceptance of the Borseth Sewer Project as constructed by Aaction Excavating Company, Inc. of Bow, WA.***

Respectfully submitted,



Mark A. Freiberger, PE  
Director of Public Works/City Engineer

**REICHHARDT & EBE ENGINEERING, INC.**  
**CONSULTING ENGINEERS**



813 METCALF STREET, SEDRO-WOOLLEY, WA 98284 · 360-855-1713 FAX: 360-855-1164

December 21, 2007

Mark Freiberger, PE, Director of Public Works/City Engineer  
City of Sedro-Woolley  
720 Murdock Street  
Sedro-Woolley, WA 98284

Re: Borseth Street Sewer Project Notice of Physical Completion - Acceptance

Dear Mr. Freiberger:

I hereby certify that the Borseth Street Sewer Project and all appurtenances were built in accordance with the plans and specifications and that all materials incorporated in the project meet the specifications. An inspection was made on December 20, 2007 to verify that the punch list items had been completed. No outstanding items remain. The project therefore is "Physically Complete". A copy of this notice will be forwarded to Aaction Excavating Company, Inc.

Upon completion of the final progress payment, I will prepare the DOR Notice of Completion for Public Works Contract form and forward it to you. No payment should be made from the retained funds until receipt of the Department of Revenue certificate, Department of Labor and Industries Release and Washington State Employment Security Department release. Please coordinate with our office to ensure that all requirements have been fulfilled by the Contractor prior to release of retainage.

Inspection reports and submittals are on file at our office. These records are the property of the City of Sedro-Woolley and are available to you upon request.

Sincerely,  
Reichhardt & Ebe Engineering, Inc.

A handwritten signature in dark ink, appearing to read "James L. Hobbs, Jr.", written over a horizontal line.

James L. Hobbs, Jr. PE  
Project Engineer

Enclosure

cc: Debbie Allen, Sewer Treatment Plant Superintendent  
Ian Pocock, Aaction Excavating Company, Inc.  
File



ORIGINAL

**ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 07 - \_\_\_\_\_.**

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

**REVISED 01-23-2008**

This Agreement made and entered into this 07 day of December, 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 Garrison Engineering whose address is 1997 Park Lane, Burlington, WA 98233, hereinafter referred to as the "Contractor".

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

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

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

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

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

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as professional engineering services that are requested by the City of Sedro-Woolley.

**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. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates not to exceed ~~\$1500.00~~

*\$4035.<sup>00</sup>  
~~\$3500.<sup>00</sup>~~ (lu)*

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.

**4. 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 media and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

**5. 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 either party.

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

**6. 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.

**7. City Business and Occupation License.**

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

**8. Liability and Hold Harmless.**

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

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

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

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

**9. 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.

**10. 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.

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

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

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

**14. 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.

**15. 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.

**16. 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 10<sup>th</sup> day of January, 2008.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By:   
Mayor

Attest:

Patsy K. Nelson  
City Clerk

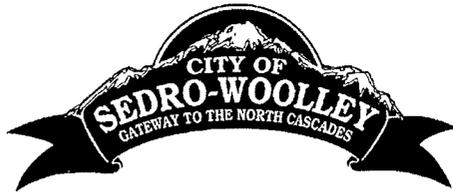
Approved as to Form:

Beery  
City Attorney

CONTRACTOR:

Garrison Engineering  
Carl Garrison, P.E.

By: Carl Garrison 12/10/07



**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
720 Murdock Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

Mark A. Freiberger, PE  
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Construction Phase Professional Services Agreement**  
**GeoTest Services, Inc.**  
Phase 2 SR20 Sewer System Improvements Project

DATE: January 18, 2008 (for Council review January 23, 2008)

### ISSUE

Should Mayor Anderson execute the attached Agreement for Professional Services with GeoTest Services, Inc. for construction phase geotechnical services for the Phase 2 SR20 Sewer Improvement Project?

### BACKGROUND/DISCUSSION

Council awarded the construction contract for the Phase 2 SR20 Sewer System Improvement Project to Strider Construction, Inc. on December 12, 2007. Strider indicates that they plan to begin work on January 22, 2008.

Attached is a draft Agreement for this work.

This Agreement provides budget for geotechnical testing and support services for the project. Separate agreements are in place with Reichhardt & Ebe for inspection services and CH2M Hill, the design consultant, for submittal review and record drawings, along with engineering support. The need for this agreement was discussed in Staff's memorandum to council requesting approval of the R&E and CH2M Hill agreements.

### FINANCIAL

Here is the updated funding and estimated cost for the overall project.

#### **FUNDING**

Public Works Trust Fund – 2008 Budget	\$2,900,000	
<b>TOTAL AVAILABLE FUNDING</b>		<b>\$2,900,000</b>

#### **ESTIMATED COST**

Strider Construction Company Contract inc. WSST	\$2,050,023.60	
Construction Contingency 10%	\$ 205,002.00	
<b>SUBTOTAL CONSTRUCTION</b>		<b>\$2,255,024</b>
CH2M Hill Supplemental Agreement 9	\$ 81,291.06	
Reichhardt & Ebe Agreement	\$ 119,237.03	
Geotest Agreement & Contingency	\$ 10,000.00	

<b>SUBTOTAL CONSTRUCTION ENGINEERING</b>	<b>\$ 210,528</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	<b>\$2,465,552</b>
<b>REMAINING BUDGET</b>	<b>\$ 444,448</b>

**ANALYSIS**

As was previously discussed with council, we have budgeted \$41,000 for geotechnical support services for this project. The actual proposed contract with GeoTest is \$9,000, to which we have added \$1,000 contingency in the above summary. This will increase the remaining budget by \$31,000 as a result.

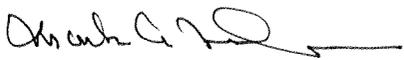
**RECOMMENDATION**

It is Staff's recommendation that Council authorize Mayor Anderson to execute the attached Agreement for Professional Services with GeoTest, Inc. of Bellingham, WA for construction phase inspection and engineering support services.

**MOTION:**

***Move to authorize Mayor Anderson to execute an Agreement for Professional Services with GeoTest Services, Inc. of Bellingham, WA for construction phase geotechnical support services for the Phase 2 SR20 Sanitary Sewer Improvements Project in the amount of \$9,000.***

Respectfully submitted,



Mark A. Freiberger, PE  
Director of Public Works/City Engineer

**PROFESSIONAL SERVICES AGREEMENT No. 2008-PS-02**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **24rd** day of **January, 2008**, 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 **GeoTest Services, Inc.** whose address is **741 Marine Drive, Bellingham, WA 98225**, 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 Geotechnical Support Services for the Phase 2 SR20 Sewer System Improvements Project (part of Critical Interceptor Sewer Replacement) that are requested by the City of Sedro-Woolley. These services shall include

**See attached Exhibit A, “Acceptance Sampling & Testing Estimate” and Exhibit B, “Fee Schedule”.**

**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.  
The service of the Contractor is to be completed  
[ ] not later than \_\_\_\_\_  
[ ] pursuant to the schedule set forth on \_\_\_\_\_

**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 ] on a **Time & Expense basis** pursuant to the schedule set forth on **Exhibit B, Fee Schedule, Effective January 2008.**

[ x ] **\$9,000** is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.

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

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

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

**7. Termination.**

The term of this agreement shall be from the date signed through the date indicated in (3) above or **December 31, 2008**, whichever is later.

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

- a) Material violation of this agreement.

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

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

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

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

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

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

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

#### **10. Liability and Hold Harmless.**

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

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

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

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

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

#### **12. Amendments.**

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

#### **13. Scope of Agreement.**

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

**14. Ratification.**

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

**15. Assignability.**

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

**16. Notices.**

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

**17. Choice of Law/Venue.**

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

**18. Non-exclusive Agreement.**

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

DATED this **24thrd day of January, 2008.**

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

CONTRACTOR:

GeoTest Services, Inc.

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

Title: \_\_\_\_\_

GeoTest Services, Inc.

Phase 2 SR 20 Sewer System Improvements, Sedro Woolley, WA  
 Acceptance Sampling & Testing Estimate  
 January 18, 2008

Item	Quantity	Test Type	Test Frequency	Number of Tests/ Hours	Unit Price	Subtotal	Total
Trench Foundation Stabilization (10)	200 CY	Slump, temp. Cylinders		16 hrs (4 x 4 hrs) 16 specimens	\$50/hr \$18 ea	800 288	\$1,088
Imported Trench Backfill (11)	3,400 CY ~6,000 Ton	Grading SE M-D Curve Compaction	1-4000 ton 1-4000 ton - 1-1000 lf	2 tests 2 tests 2 tests 16 hrs (4 x 4hrs)	\$100 ea \$75 ea \$225 ea \$52/hr	200 150 450 832	1,632
Crushed Surfacing Base Course (12)	80 Ton	Grading SE Fracture M-D Curve Compaction	1-2000 ton 1-2000 ton 1-2000 ton - 1-1000 LF	1 test 1 test 1 test 1 test 4 hrs (1 x 4 hrs)	\$100 ea \$75 ea \$60 ea \$225 ea \$52/hr	100 75 60 225 208	668
Crushed Surfacing Top Course (13)	1,140 Ton	Grading SE Fracture M-D Curve Compaction	1-2000 ton 1-2000 ton 1-2000 ton - 1-1000 LF	1 test 1 test 1 test 1 test 8 hrs (2 x 4 hrs)	\$100 ea \$75 ea \$60 ea \$225 ea \$52/hr	100 75 60 225 416	876
HMA CL 1/2" (14)	442 Ton	SE (cold feed) Fracture (cold feed) Uncompacted Voids ACP Grading/Oil Content Rice Density Paving Asphalt Compaction	1-1600 ton 1-1600 ton 1-1600 ton 1-800 ton 1-800 ton 1-3200 ton 5-400 ton	1 test 1 test 1 test 2 tests 2 tests 1 sample (2-1 quart) 16 hrs (2 x 8 hrs)	\$75 ea \$60 ea \$150 ea \$200 ea \$80 ea - \$52/hr	75 60 150 400 160 - 832	1,677
Sample Pickup & Processing		(soils, asphalt & concrete cyls)		10 trips x 2 hrs	\$50/hr	1000	1,000
<b>TOTAL</b>							<b>\$6,941</b>

(Quantities based on WSDOT Construction Manual 9-5.7)  
 (Actual frequency of Trench Foundation Stabilization (CDF) testing will be determined by the project design team)

# GEO TEST SERVICES, INC.

## FEE SCHEDULE

### Phase 2 SR 20 Sewer System Improvements, Sedro Woolley, WA January - 2008

#### SPECIAL INSPECTION SERVICES

Reinforced Concrete.....	50.00 hour
Prestressed Concrete.....	50.00 hour
Structural Masonry .....	50.00 hour
Spray-Applied Fireproofing.....	50.00 hour
Lateral Framing .....	50.00 hour
Structural Steel Welding and Bolt Torque .....	50.00 hour
In-Place Density - Nuclear Gauge, Soils & Asphalt .....	52.00 hour
Laboratory Technician .....	50.00 hour
Field Technician .....	50.00 hour
Field Sampling.....	50.00 hour

#### ENGINEERING & ENVIRONMENTAL SERVICES

Geotechnical Engineer .....	110.00 hour
Technical Director.....	110.00 hour
Engineering Geologist.....	80.00 hour
Environmental Professional.....	80.00 hour
Project Manager .....	75.00 hour
Geologist.....	65.00 hour
Engineering Technician .....	65.00 hour
Geotechnical Technician .....	50.00 hour

#### MATERIALS TESTING

##### CONCRETE

Compressive Strength - Concrete .....	18.00 ea
Compressive Strength - Drilled Cores (includes trimming and testing) .....	50.00 ea
Compressive Strength - Sawed Specimens (includes trimming and testing) .....	50.00 ea
Shotcrete Panel - 3 Cores Per Panel .....	50.00 ea
Additional Shotcrete Cores.....	75.00 ea
Flexural Strength - 6" x 6" Beams .....	40.00 ea
Air Dry Unit Weight.....	35.00 ea
Trimming Specimens – Per End (when required) .....	12.00 ea
Mix Designs .....	quote

##### MASONRY

Compressive Strength - Mortar, 2" x 4" Cylinder .....	18.00 ea
Compressive Strength - Grout, 4" x 4" x 8" Prism.....	18.00 ea
Compressive Strength - 2" x 2" Cubes .....	18.00 ea
Compressive Strength - Composite Prism.....	100.00 ea
Compressive Strength - CMU .....	50.00 ea
Compressive Strength - Brick or Concrete Paver .....	40.00 ea

# GEO TEST SERVICES, INC.

## FEE SCHEDULE

### Phase 2 SR 20 Sewer System Improvements, Sedro Woolley, WA January - 2008

#### AGGREGATE

Sieve Analysis, with Wet Wash .....	100.00 ea
Sieve Analysis, Dry Only .....	75.00 ea
Specific Gravity and Absorption - Fine Agg. ....	75.00 ea
Specific Gravity and Absorption - Coarse Agg. ....	50.00 ea
Uncompacted Voids – Fine Aggregate .....	150.00 ea
Unit Weight and Voids .....	40.00 ea
Sand Equivalent .....	75.00 ea
Moisture Content .....	25.00 ea
Percent Fracture .....	60.00 ea
Organic Impurities Test .....	40.00 ea
Clay Lumps and Friable Particles .....	80.00 ea
Lightweight Pieces .....	75.00 ea

#### SOILS

Particle Size Analysis, with Wet Sieve .....	100.00 ea
Particle Size Analysis, Dry Only .....	75.00 ea
Particle Size Analysis w/ Hydrometer .....	180.00 ea
Moisture Density Relationship (Proctor) .....	225.00 ea
Check Point .....	75.00 ea
Moisture Content .....	25.00 ea
Atterberg Limits (3 points) .....	100.00 ea
Atterberg Limits (1 point) .....	50.00 ea
Specific Gravity .....	75.00 ea
Consolidation - 5 Loads .....	350.00 ea
Permeability - Constant Head or Falling Head (each point) .....	250.00 ea
Direct Shear, uu (each point) .....	150.00 ea
Organic Content .....	80.00 ea

#### ASPHALT

Asphalt Content & Gradation (Ignition Furnace) .....	200.00 ea
Maximum Specific Gravity (Rice Density) .....	75.00 ea
Asphalt Core Density/Thickness .....	30.00 ea
Marshall Method Test - Flow, Stability, Density & Voids	
Hot Mix Furnished, Set of 3 .....	300.00 ea
Lab Mixed, Set of 3 .....	350.00 ea
Mix Design - Marshall Method, 3 point min. ....	1,500.00 ea

#### FIREPROOFING

Density .....	60.00 ea
---------------	----------

# GEO TEST SERVICES, INC.

## FEE SCHEDULE

### Phase 2 SR 20 Sewer System Improvements, Sedro Woolley, WA January - 2008

#### SPECIALTY SERVICES

Bolt Pull-out Tests .....	80.00 hour
Rebar Location (Pachometer) .....	80.00 hour
Concrete & Asphalt Coring .....	80.00 hour
Schmidt Hammer .....	80.00 hour
Windsor Probe .....	80.00 hour
Brick Shear Testing (2 man crew) .....	150.00 hour
Floor Flatness Testing (Dipstick) .....	90.00 hour
Field Infiltration Testing .....	70.00 hour
Turbidity Monitoring .....	50.00 hour
Moisture Emission Testing .....	50.00 hour
Floor Moisture Test Kits .....	25.00 ea
Windsor Probe Pins (Set of 3) .....	35.00 set

#### GENERAL CONDITIONS

- GeoTest inspection and field testing services are provided on a time and materials basis.
- GeoTest requests 24 hours advance notice for scheduling our services. For service requested with less than 24 hours notice, GeoTest may not be able to guarantee service.
- A three (3) hour minimum charge applies to all inspection services.
- A premium rate of 1.5 times the regular rate will be charged for all work in excess of 8 hours per day and on Saturdays, Sundays and legal Holidays.
- Mileage charged at \$0.48 on this project from the I-5 / Hwy 20 intersection.
- Testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule.
- Laboratory rush samples will be invoiced at 1.5 times the standard test rate.
- Rental equipment and subcontractor fees will be invoiced at cost plus 15% handling.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- Communications costs outside of routine report distribution and local phone charges will be invoiced at cost.
- GeoTest is covered by General and Professional liability insurance.

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 23 2008

After Recording Return to:

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

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

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY  
AND  
CITY of SEDRO-WOOLLEY

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

1. PURPOSE: To provide a secure and accessible site for placement of a County election ballot drop box on City property for voters of Skagit County to deposit ballots during elections.

2. RESPONSIBILITIES: The County shall provide and have installed a ballot drop box at a site mutually agreed upon by the City and County. The County shall be responsible for the maintenance and repair of the drop box.

The City shall provide for free and clear public access to the ballot drop box while ensuring disability access as set out under the ADA (Americans With Disabilities Act).

3. TERM OF AGREEMENT: The term of this Agreement shall be from the time of installation of the ballot drop box until the drop box is no longer utilized. Either party may terminate this agreement with 30 days notice to the other party pursuant to Section 8 of this agreement.

4. MANNER OF FINANCING: The County shall provide the ballot drop box and the materials and labor for installation of the ballot drop box. The City shall maintain the site and accessibility to the ballot drop box.

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

5.1 The County's representative shall be the Skagit County Auditor.

5.2 The City's representative shall be the City Mayor.

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

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

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

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

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached.

No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. OTHER PROVISIONS: NONE

GOVERNMENT AGENCY:

CITY OF SEDRO-WOOLLEY

---

Mike Anderson, Mayor

Attest:

---

Patsy Nelson, City Clerk

Approved as to form:

---

Eron Berg, City Attorney

Mailing Address:

325 Metcalf Street  
Sedro-Woolley, WA 98284

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

APPROVED:  
BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
DON MUNKS, Chairman

\_\_\_\_\_  
KENNETH A. DAHLSTEDT, Commissioner

\_\_\_\_\_  
SHARON D. DILLON, Commissioner

For contracts under \$5000:

\_\_\_\_\_  
County Administrator  
(Authorization per Resolution #R20030146)

Recommended:

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

By: \_\_\_\_\_  
Budget & Finance Director

Approved as to Indemnification:

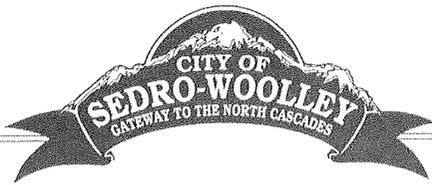
By: \_\_\_\_\_  
Risk Manager

Approved as to Form:

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

Attest:

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



---

SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

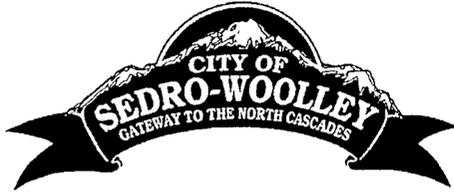
Name:  
Address  
Narrative:

Name:  
Address:  
Narrative:

Name:  
Address:  
Narrative:

Name:  
Address:  
Narrative:

UNFINISHED  
BUSINESS



CITY OF SEDRO-WOOLLEY  
CITY COUNCIL AGENDA  
REGULAR MEETING

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

JAN 23 2008

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

Eron M. Berg  
City Supervisor/City Attorney

MEMO TO: City Council  
FROM: Eron Berg  
RE: City Hall Update  
DATE: January 23, 2008

PROJECT STATUS: Power cut over to the existing building is now scheduled to occur on the 22<sup>nd</sup> with the pole removal later that week. Electrical trim and fixture installation is occurring; painters are wrapping up; ceiling installation is nearing completion and the flooring folks are scheduled to be on-site this week. The elevator installers are also on-site. The construction area is a hotbed of activity... still planning substantial completion mid-February, phone install late February and occupancy mid-March. Police and fire will reoccupy as soon as possible.

- ISSUES:
1. Approval of Change Order 4 (attached);
  2. Approval of the contract for the movers;
  3. Authorization to award the phone system bid;
  4. FF&E status (verbal update).

PENDING ISSUES:

1. Generators. Today I think we may have funding to complete this work as part of the project in 2008; need to wait until project completion to assess the budgetary capacity... depends on final costs of several pending issues.

2. Telephone system. System bids are in and ready for acceptance; I am working with our new IT Director, Bill Chambers, to identify any additional needs we may have for assistance from NIS (the consultant who is managing the procurement process). It is possible you will have a late materials request for additional funding for their contract which was originally negotiated to include recommendations/investigations and the RFP process to award. It did not include implementation.

3. Movers. I have solicited and received one proposal for movers. The Packaging Store has solid references and has provided a proposal that seems reasonable. The question for the Council is whether you want me to solicit more proposals; if so, I would

like the Mayor to have authorization to select the best proposal and execute an agreement before the next Council meeting as we will be getting moving supplies shortly thereafter.

MODIFICATION PROPOSAL REQUESTS:

**Preliminarily Approved Under Resolution/Pending Approval by Change Order:**

12-27-2007	17R	Flagpole/lights/steps on Metcalf	\$ 2,165.14
11-15-2007	20R	Addition of built-in desk/casework for offices	\$12,364.23
12-27-2007	22	Addition of cash drawers for clerks counters	\$ 1,585.50
11-15-2007	23RR	Power pole relocation site work/electrical	\$19,284.84
(also approved by Council on <b>November 14, 2007</b> )			
12-27-2007	27R	Metal siding at courtyard	\$ 4,875.44
(also approved by Council on <b>November 14, 2007</b> )			
12-27-2007	31	Added audio boxes at Bailiff area is approved.	\$ 1,409.94
1-10-2008	32	Added curbing on south side landscape areas is in process.	\$ 6,213.36
12-27-2007	34R	Electric roll up door @ police reception.	\$ 2,034.29
12-27-2007	35	A/V switch/controller in courtroom is approved.	\$ 2,452.12

**Under Council action on June 13, 2007:**

6-13-2007	n/a	Addition to Carletti contract	up to \$30,000.00
-----------	-----	-------------------------------	-------------------

**Under Council action on August 8, 2007 (CHANGE ORDER 1):**

5-29-2007	1R	Cascade Gas delays	\$ 9,270.37
5-29-2007	2	Costs related to electrical conflict under the elevator	\$ 1,660.19
5-29-2007	3	Re-routing conduit as a result of site conditions	\$ 615.79
6-28-2007	4	Additional work required following response to RFI 8 (AR's 8 & 12): additional beam	\$ 1,104.69
7-25-2007	5R	Authorization to revise floor plan to redesign building, planning and engineering	\$18,968.51

(also approved by Council on **May 23, 2007**)

7-25-2007	6R	Addition of operable windows	\$10,597.78
8-23-2007	9	Electrical revision following MPR 5R	\$ 2,532.34

(also approved by Council on **May 23, 2007**)

**Under Council action on September 27, 2007 (CHANGE ORDER 2):**

8-23-2007	7	Electric door strikes	\$ 1,494.77
8-23-2007	8	Electric keypad entrance	\$ 841.01
9-12-2007	10	Re-roofing existing structure	\$18,761.85

(also approved by Council on **September 12, 2007**)

9-19-2007	11R	Addition of wires/boxes to Room 202	\$ 3,789.06
8-23-2007	12	Deletion of guard rail on staircase	(\$1173.74)
8-8-2007	13	Modification of tile trim	\$ 371.31

**Under Council action on November 14, 2007 (CHANGE ORDER 3):**

9-19-2007	14	Wiring for three flat panel monitors (EOC)	\$ 1,203.00
10-2-207	15R	Munro/Murdock drain line	\$ 5,057.19
11-1-2007	16RR	Prep. work for two decorative lights in sidewalk on Metcalf	\$ 3,703.69
9-26-2007	21	Added cost for City engineer's plan revisions (04-07)	\$ 6,643.13

(also approved by Council on **September 26, 2007**)

10-18-2007	24	Additional telecom cabling in finance office	\$ 460.40
11-1-2007	25R	Conduit and switching gear for future generator	\$ 4,579.76
11-1-2007	26	Relocation of existing bullet proof glass to court clerk	\$ 233.14

**Pending consideration of the City & pricing from Contractor:**

n/a	37	Light switch/outlet relocations/ plug mold rm#117,123,136 per owner is in process.	pending
n/a	38	Revised countertops opp. #117 and casework at room #139 is in process.	pending

REQUEST FOR ACTION:

1. Motion to authorize the Mayor to sign Change Order 4 increasing the contract amount by \$52,384.86.
2. Motion to authorize the Mayor to select a moving company and execute an agreement in a form approved by the City Attorney for moving services in an amount not to exceed \$7,500.00.
3. Motion to award the bid for the new phone system to Dimensional Communications and authorize the Mayor to negotiate and sign the contract with Dimensional Communications.

# Change Order

Distribution to:

Owner  
 Architect  
 Contractor  
 Field

Project: SEDRO WOOLLEY COUNCIL EXP  
 (name and address) 220 MUNRO STREET  
 SEDRO WOOLLEY, WA 98284

Change order number: 004  
 Initiation date: 12/31/07  
 Architect's project no:

To: Colacurcio Brothers, Inc.  
 (contractor) 3287 H Street Road  
 Blaine, WA 98230

Contract for: SEDRO WOOLLEY COUNCIL EXP  
 Contract date: 04/17/07

You are directed to make the following changes in this Contract:

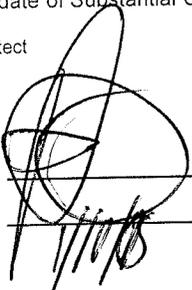
- 2,165.14 MPR017R: FLAG POLE AND LIGHT FIXTURE
- 12,364.23 MPR020R: ADD CASEWORK PER ATTACHED SKETCHES
- 1,585.50 MPR022: ADD CASH DRAWERS AND REVISE DESK
- 19,284.84 MPR023RR: ADDED WORK RELATED TO REMOVAL OF EXISTING POWER POLE
- 4,875.44 MPR027R: ADD METAL SIDING AT COURTYARD
- 6,213.36 MPR032: ADDED CURBING ON SOUTH SIDE OF LANDSCAPE AREAS
- 1,409.94 MPR031: ADD 3 PORT AV STATION TO BALIFF DESK
- 2,034.29 MPR034R: ADD MOTOR AND SAFETY RAIL TO ROLL UP DOOR
- 2,452.12 MPR#035: CHANGE AV SWITCH AND CONTROLLER

ORIGINAL CONTINGENCY \$ 158,500.10  
 BEFORE CO 4 \$ 29,229.84  
 AFTER CO 4 (\$ 23,155.02)

USDA RD : \_\_\_\_\_  
 BY AGNIESZKA KISZA DATE \_\_\_\_\_

Not valid until signed by the Owner, the Architect, and the Contractor. **USDA RD**

The original (Contract Sum) (Guaranteed Maximum Price) was .....	\$	2,894,000.00
Net change by previously authorized Change Orders .....	\$	90,714.24
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was .....	\$	2,984,714.24
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order .....	\$	52,384.86
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be .....	\$	3,037,099.10
The Contract Time will be (increased) (decreased) (unchanged) by ( 2 ) days		
The date of Substantial Completion as of the date of this change order therefore is _____		

Architect \_\_\_\_\_  
 By  \_\_\_\_\_  
 Date \_\_\_\_\_

Contractor  
 Colacurcio Brothers, Inc.  
 3287 H Street Road  
 Blaine, WA 98230  
 By Jen E Enay  
 Date 1/10/08

Owner  
 CITY OF SEDRO WOOLLEY  
 720 MURDOCK STREET  
 SEDRO WOOLLEY, WA 98284  
 By \_\_\_\_\_  
 Date \_\_\_\_\_

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Flag Pole And Light Fixture.

PROPOSAL NO. 017R

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED: 12/17/07

Added cost to provide new flag pole and light fixture per attached sketches. REVISED TO INCLUDE PRICING FOR BASE INSTALLATION AND ELECTRICAL WORK ONLY. OWNER WILL RELOCATE EXISTING FLAG POLE AT A LATER DATE.

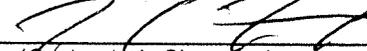
DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Two thousand one hundred sixty-five dollars and fourteen cents. \$ 2,165.14  
State Sales Tax (~~INCLUDED~~) (EXCLUDED)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of \_\_\_\_\_ calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY  DATE 12/17/07  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[ ] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 12/27/07

AUTHORIZED BY  DATE 12-27-07  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Add flag Pole and light fixture.

**Owner / Architect:** City of Sedro-Woolley - Carletti Architects

**Modification Proposal Request**

**MPR 017R**  
**Job No. 207008**  
**Date: 12/17/07**

Description	Class	Straight Time		Rate	Overtime		Amount
		Hrs	Rate		Hrs	Rate	
Labour	Superintendent	1.00	49.50			49.50	
Install Base	Carpenter	6.00	48.50			291.00	
Install Base	Operator	3.00	48.50			145.50	
Install Base	Laborer	3.00	40.93			122.79	
Labor - Subtotal							608.79
*Mark-Up at 15%							91.32
<b>Labor Total</b>							<b>700.11</b>

Description	Quantity	Unit	Unit Price	Amount
Flag Pole Base	1.00	EA	289.00	289
Base form	1.00	EA	85.00	85
Short load Fee	1.00	EA	125.00	125
Material Subtotal				589
Mark-Up at 15%				88
<b>Material Total</b>				<b>677</b>

Description	Cola Bros. #	Hours Worked	Equip Rate	Oper. Cost	Total Rate	Total Amount
Excavator - Standby			17.50		17.50	
Backhoe - 416 Cat310 JD		2.00	29.00	6.25	35.25	
Backhoe - Standby			14.50		14.50	
Pick-up - crew truck			5.10	4.95	10.05	
Dump truck - Solo			32.00	6.95	38.95	
Equipment Subtotal						70.50
Small Tools at 0% of Labor Subtotal						-
Mark-Up at 15%						10.58
<b>Equipment Total</b>						<b>81.08</b>

Description	Quantity	Unit	Unit Price	Amount
Subcontract Subtotal				567
Mark-Up at 8%				45
<b>Subcontract Total</b>				<b>613</b>

Summary				
Labor - Total				700
Equipment - Total				81
Material - Total				677
Subcontract - Total				613
Subtotal				2,071
Bonds & Insurance 4.5%				93
Total Cost This Change				<b>2,165</b>

**Notes:**  
 Revised to include base installation and electrical work only. Owner will relocate existing pole at a later date.

Use additional sheet if necessary

Use additional sheet if necessary



**American  
Flags Express**

12577 W. Custer Avenue  
Butler, WI 53007-1108  
Phone: 262-783-1800 x14

# Invoice

Date	Invoice #
12.14.2007	53667

<b>Bill To</b>
Colacurcio Brothers Construction Manley McIntyre 3287 "H" St Rd Blaine, WA 98230

<b>Ship To</b>
Colacurcio Brothers Construction Manley McIntyre 3287 "H" St Rd Blaine, WA 98230

Sign up to be added to our Half Mast Notification by email at:  
HalfStaff@flagsexpress.com

P.O. Number	Payment Method	Rep	Order Date	Return
200712140081522	Credit Card	KT	12/14/2007	

Item	Quantity	Description	Price	Amount
380007	1	Galvanized Steel Foundation Sleeve with Base Plate, Ground Spike & Support Plate, Steel Centering Wedges, FS-412	128.00	128.00T
Shipping AFE		Shipping & Handling - 2nd Day Air	161.00	161.00T
This will be shipped out on Monday, 12/17/07				

<b>Sales Tax (0.0%)</b>			\$0.00
<b>Total</b>			\$289.00

Sedro Woolley Courthouse/Council Expansion

Add fixture for flag pole AR-35 (COP-ELE-12)

1. Direct Labor Costs

Trade	Wage Rate	Proposed Hours	Costs
Journeyman	\$44.32	3	\$ 132.96
Engineering for as-builts	\$44.32	1	\$44.32
Total Labor Costs			\$ 177.28
Overhead & Profit on Labor			15% \$ 26.59

2. Direct Material Costs

Description	Quantity	Units	Unit Cost	Cost
3/4" Emt	20		\$ 34.36	\$ 6.87
3/4" Emt fittings	Lot		\$ 2.50	\$ 2.50
3/0 metal cut in box			\$ 6.80	\$ 6.80
#12 Thhn str. Cu wire	40		\$ 97.48	\$ 3.89
Bell Box cover	1		\$2.27	\$2.27
Mudring, blank, G.P.	Lot		\$4.25	\$4.25
Lithonia flag pole fixtu	1		\$290.00	\$290.00
Total Material Cost				\$ 316.58
Overhead & Profit on Material				15% \$ 47.49

4. Prime Subcontractors Proposals

Name	Cost
	\$ -
	\$ -
	\$ -

Total Cost of Subcontractors	\$ -
5. Subtotal	\$ 587.94
6. Overhead & Profit by the Prime Contractor	10% \$ -
7. Additional Cost for Bond & Insurance	5.00% \$ -
<b>Total cost of Proposed Estimate Without Sales Tax</b>	<b>\$ 587.94</b>

Subj: **RE: SEDRO WOOLLEY FLAG POLE LIGHT FIXTURE**  
Date: 10/17/2007 1:47:03 P.M. Pacific Daylight Time  
From: [tvetter@ncelec.com](mailto:tvetter@ncelec.com)  
To: [REDGRAY555@aol.com](mailto:REDGRAY555@aol.com)

I am quoting as follows.....LITHONIA TFM 175M RG TB LPI TFMVG \$280.00 each.....This has a vandal guard and a type 3 x 3 distribution.....Additionally if you want a slipfitter type mounting that would fit over a 2 3/8" OD pipe you would need to add \$30.00.....The fixture quoted has a 1/2" nipple mount.....I have included factory freight... Let me know if they want to order. Thanks TV

---

**From:** [REDGRAY555@aol.com](mailto:REDGRAY555@aol.com) [mailto:[REDGRAY555@aol.com](mailto:REDGRAY555@aol.com)]  
**Sent:** Wednesday, October 17, 2007 8:53 AM  
**To:** [tvetter@ncelec.com](mailto:tvetter@ncelec.com)  
**Subject:** Fwd: SEDRO WOOLLEY FLAG POLE LIGHT FIXTURE

TIM,  
PLEASE PRICE OUT THIS LIGHT FIXTURE.

THANKS,

RANDY

---

See what's new at [AOL.com](http://AOL.com) and [Make AOL Your Homepage](#).

**Subject:** MPR#17 Sedro Woolley  
**From:** "Quentin Sutter" <quentin@carlettiarchitects.com>  
**Date:** Wed, 10 Oct 2007 11:33:56 -0700  
**To:** m.mcintyre@colacurciobrothers.com  
**CC:** M.turner@colacurciobrothers.com, t.post@colacurciobrothers.com

Hi,

Attached is MPR#17 on poles and the display. Also Attached is a cut sheet for the flag pole light. Let me know if you have any questions.

Quentin Sutter  
Carletti Architects, P.S.  
Phone: 360-424-3994 ext.118  
Fax: 360-424-5726

The following section of this message contains a file attachment prepared for transmission using the Internet MIME message format. If you are using Pegasus Mail, or any other MIME-compliant system, you should be able to save it or view it from within your mailer. If you cannot, please ask your system administrator for assistance.

----- File information -----  
File: 04-674 AR-35pg1.pdf  
Date: 10 Oct 2007, 11:28  
Size: 112648 bytes.  
Type: Unknown

The following section of this message contains a file attachment prepared for transmission using the Internet MIME message format. If you are using Pegasus Mail, or any other MIME-compliant system, you should be able to save it or view it from within your mailer. If you cannot, please ask your system administrator for assistance.

----- File information -----  
File: 04-674 AR-35pg2.pdf  
Date: 10 Oct 2007, 11:21  
Size: 3373769 bytes.  
Type: Unknown

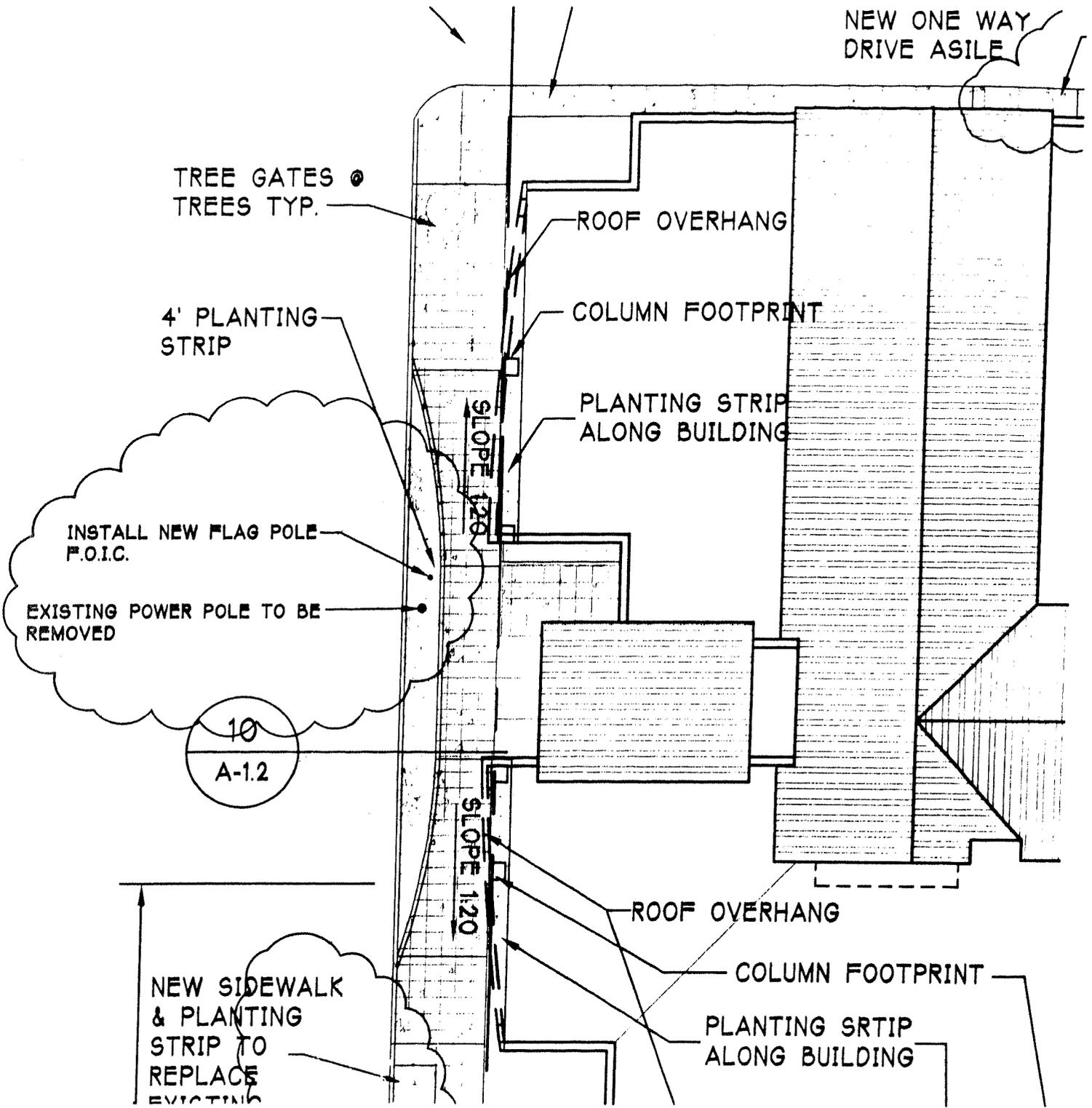
The following section of this message contains a file attachment prepared for transmission using the Internet MIME message format. If you are using Pegasus Mail, or any other MIME-compliant system, you should be able to save it or view it from within your mailer. If you cannot, please ask your system administrator for assistance.

----- File information -----  
File: 04-674 AR-35pg3.pdf  
Date: 10 Oct 2007, 11:22  
Size: 73724 bytes.  
Type: Unknown

The following section of this message contains a file attachment prepared for transmission using the Internet MIME message format. If you are using Pegasus Mail, or any other MIME-compliant system, you should be able to save it or view it from within your mailer. If you cannot, please ask your system administrator for assistance.

----- File information -----  
File: 04-674 AR-35pg4.pdf  
Date: 10 Oct 2007, 11:18  
Size: 33116 bytes.  
Type: Unknown

Part 1.2 Content-Description: Attachment information.  
Content-Type: text/plain



**SITE PLAN**

1/16"=1'-0"

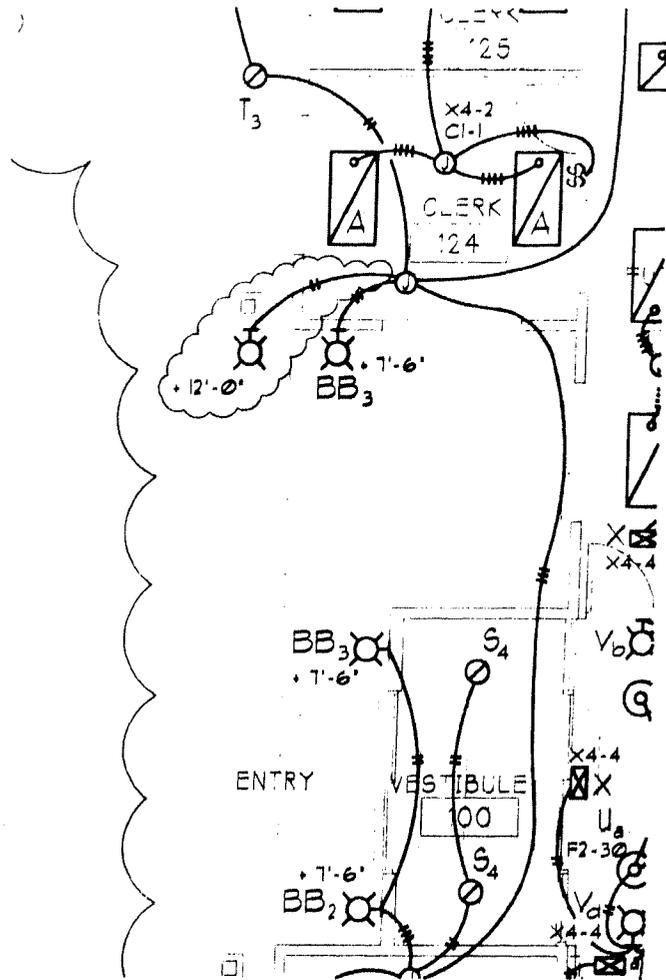


**CARLETTI ARCHITECTS P.S.**

*architecture & planning*

116 E. Fir Street  
 Suite A  
 Mount Vernon, WA 98273  
 Phone: (360) 424-0394  
 Fax: (360) 424-5726

4-674 COURTROOM/COUNCIL EXPANSION SEDRO WOOLLEY	FLAG POLE AND LIGHT
AR #35	
DATE 10-10-07	SHEET 1/3



PARTIAL PLAN

SCALE 1/8"=1'

04-674 COURTROOM/COUNCIL EXPANSION SEDRO WOOLLEY

AR#35 FLAGPOLE AND FLAGPOLE LIGHT PG 2.3

DATE: 10.10.07

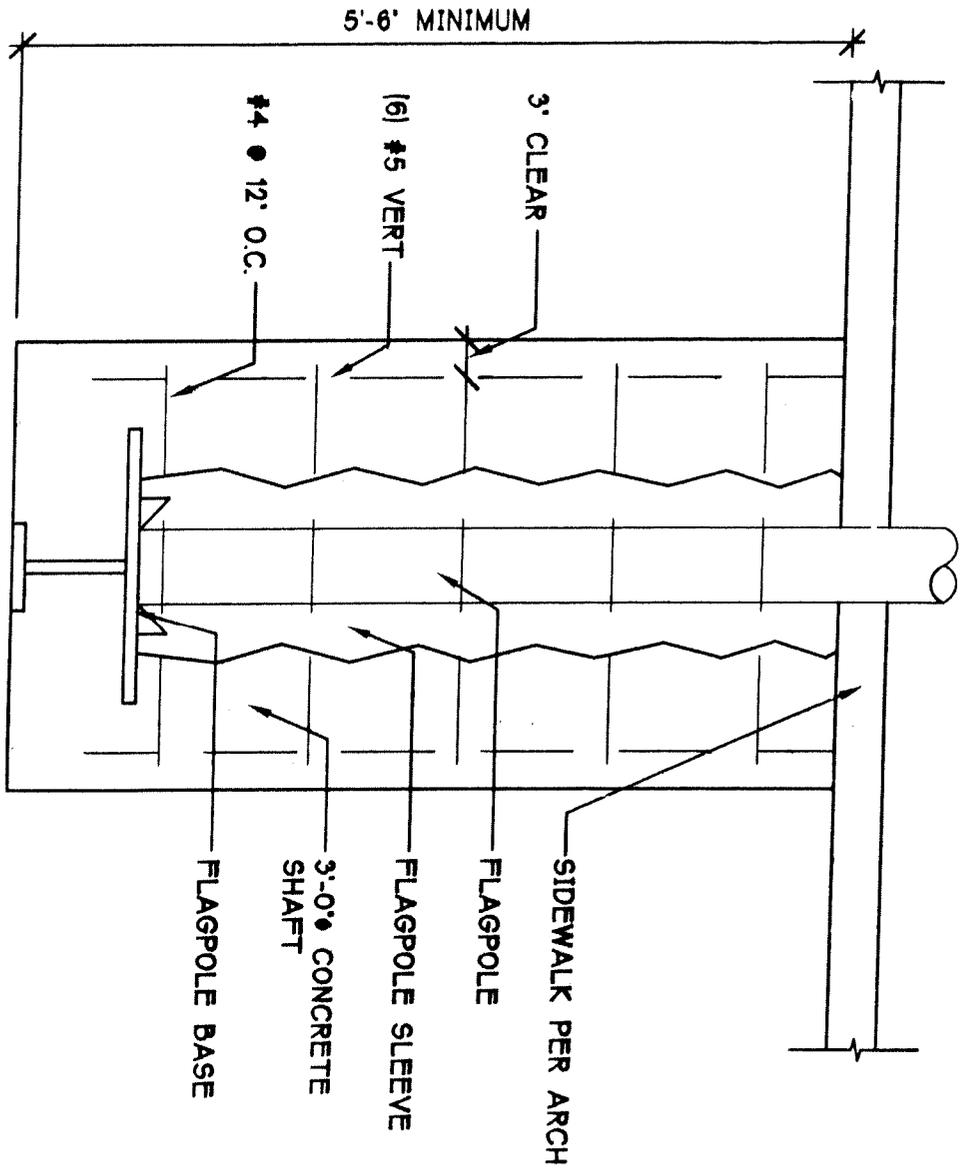


**CARLETTI ARCHITECTS P.S.**

architecture & planning

116 E. Fir Street  
Suite A  
Mount Vernon, WA 98273

Phone: (360) 424-0304  
Fax: (360) 424-5726



# FLAGPOLE BASE

SCALE: 3/4"=1'-0"



**CARLETTI ARCHITECTS P.S.**

*Architecture & Planning*

116 E. Fir Street  
Suite A

Mount Vernon, WA 98273

Phone: (360) 424-0394

Fax: (360) 424-5726

04-674 COURTRROOM/COUNCIL EXPANSION SEDRO WOOLLEY

AR #35

FLAG POLE AND LIGHT

DATE: 10-10-07

SHEET 3/3



Re: MPR 17

**Subject:** Re: MPR 17

**From:** "Quientin Sutter" <quientin@carlettiarchitects.com>

**Date:** Fri, 09 Nov 2007 10:57:51 -0800

**To:** Manley McIntyre <m.mcintyre@colacurciobrothers.com>

Nope. They would like to revise it to eliminate the flagpole. The city would like you to do all the prepwork, and they plan to relocate their existing pole. On 9 Nov 2007 at 10:31, Manley McIntyre wrote:

Is the flag pole approved?

--

Manley McIntyre, Estimator/Project Manager

Ph: 360-332-4044

Fax: 360-332-5079

Quientin Sutter  
Carletti Architects, P.S.  
Phone: 360-424-0394 ext.105  
FAX: 360-424-5726

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Add casework per attached sketches.

PROPOSAL NO. 020R

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED: 11/10/07

Added cost to provide and install additional casework per the attached sketches dated 11/9/07.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total **(ADDITION)** (~~DEDUCTION~~) to the

Contract sum of: Twelve thousand three hundred sixty-four dollars and twenty-three cents. \$ 12,364.23  
State Sales Tax (~~INCLUDED~~) (**EXCLUDED**)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of \_\_\_\_\_ calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY [Signature] DATE 11/10/07  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[ ] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 11/15/07

AUTHORIZED BY [Signature] DATE 11-15-07  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Add casework per attached sketches.  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects

**Modification Proposal Request**

**MPR 020R**  
**Job No. 207008**  
**Date: 11/10/07**

Labor							Materials				
Description	Class	Straight Time		Overtime		Amount	Description	Quantity	Unit	Unit Price	Amount
		Hrs	Rate	Hrs	Rate						
	PM	1.00	52.00			52.00					
Use additional sheet if necessary						52.00					
Labor - Subtotal						52.00					
*Mark-Up at 15%						7.80					
Labor Total						59.80					
Equipment											
Description	Cola Bros. #	Hours Worked	Equip Rate	Oper. Cost	Total Rate	Total Amount	Description	Quantity	Unit	Unit Price	Amount
Excavator - Cat315			46.00	14.35	60.35	-	StoneAge	4.00	A	1,100.00	4,400.00
Excavator - Standby			17.50	6.25	17.50	-	StoneAge	5.00	B	1,300.00	6,500.00
Backhoe - 416 Cat310 JD			29.00		35.25	-					
Backhoe - Standby			14.50		14.50	-					
Pick-up - crew truck			5.10	4.95	10.05	-					
Dump truck - Solo			32.00	6.95	38.95	-					
Equipment Subtotal						10,900.00					
Small Tools at 0% of Labor						872.00					
Subtotal						11,772.00					
Mark-Up at 15%						59.80					
Equipment Total						12,364.23					
Subcontractors											
Use additional sheet if necessary <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>											
Subcontract Subtotal						10,900.00					
Mark-Up at 8%						872.00					
Subcontract Total						11,772.00					
Labor - Total						59.80					
Equipment - Total						-					
Material - Total						-					
Subcontract - Total						11,772.00					
Subtotal						11,831.80					
Bonds & Insurance 4.5%						532.43					
Total Cost This Change						12,364.23					

**Notes:**

Equipment Subtotal  
 Small Tools at 0% of Labor  
 Subtotal  
 Mark-Up at 15%  
 Equipment Total

**Summary**

Labor - Total  
 Equipment - Total  
 Material - Total  
 Subcontract - Total  
 Subtotal  
 Bonds & Insurance 4.5%  
 Total Cost This Change



Quotation

Quote Number:  
07008-Desks

Quote Date:  
Oct 22, 2007

Page:  
1

Stone Age Millworks NW, Inc.  
632 Erin Park Road  
Oak Harbor, WA 98277  
360-675-0440

Quoted to: Colacurcio Brothers, Inc.  
3287 H Street Road  
Blaine, WA 98230

Fax #: 360-332-5079

Customer ID	Good Thru	Payment Terms	Sales Rep
0763	11/21/07	Net 25 Days	

Quantity	Description	Unit Price	Extension
<del>13.00</del> 4	Style - A desks as per plan - Standard Wilsonart Plam. Maple self edge and Hafele steel legs, pencil drawer and back splash.	1,100.00	<del>14,300.00</del> 4,400. <sup>00</sup>
<del>7.00</del> 5	Style - B desks as per plan - Standard Wilsonart Plam. Maple self edge and Hafele steel legs, pencil drawer and back splash.	1,300.00	<del>9,100.00</del> 6,500. <sup>00</sup>
Price includes delivery and installation			
		Subtotal	<del>23,400.00</del>
		Sales Tax	10,900. <sup>00</sup>
		Total	<del>23,400.00</del>

**Subject:** Re: MPR #20  
**From:** "Quientin Sutter" <quientin@carlettiarchitects.com>  
**Date:** Fri, 09 Nov 2007 10:58:27 -0800  
**To:** Manley McIntyre <m.mcintyre@colacurciobrothers.com>

Attached are the sketches  
On 9 Nov 2007 at 9:54, Manley McIntyre wrote:

Q,  
Do you have the revised quantities for MPR 20.  
--

Manley McIntyre, Estimator/Project Manager  
Ph: 360-332-4044  
Fax: 360-332-5079

Quientin Sutter  
Carletti Architects, P.S.  
Phone: 360-424-0394 ext.105  
FAX: 360-424-5726

The following section of this message contains a file attachment prepared for transmission using the Internet MIME message format. If you are using Pegasus Mail, or any other MIME-compliant system, you should be able to save it or view it from within your mailer. If you cannot, please ask your system administrator for assistance.

----- File information -----  
File: 04-674 casework 1floor 11-9-07.pdf  
Date: 9 Nov 2007, 10:53  
Size: 328952 bytes.  
Type: Unknown

The following section of this message contains a file attachment prepared for transmission using the Internet MIME message format. If you are using Pegasus Mail, or any other MIME-compliant system, you should be able to save it or view it from within your mailer. If you cannot, please ask your system administrator for assistance.

----- File information -----  
File: 04-674 casework 2floor 11-9-07.pdf  
Date: 9 Nov 2007, 10:55  
Size: 72676 bytes.  
Type: Unknown

**Part 1.2** **Content-Description:** Attachment information.  
**Content-Type:** text/plain

**04-674 casework 1floor 11-9-07.pdf** **Content-Type:** Application/Octet-stream  
**Content-Encoding:** BASE64

**Part 1.4** **Content-Description:** Attachment information.  
**Content-Type:** text/plain

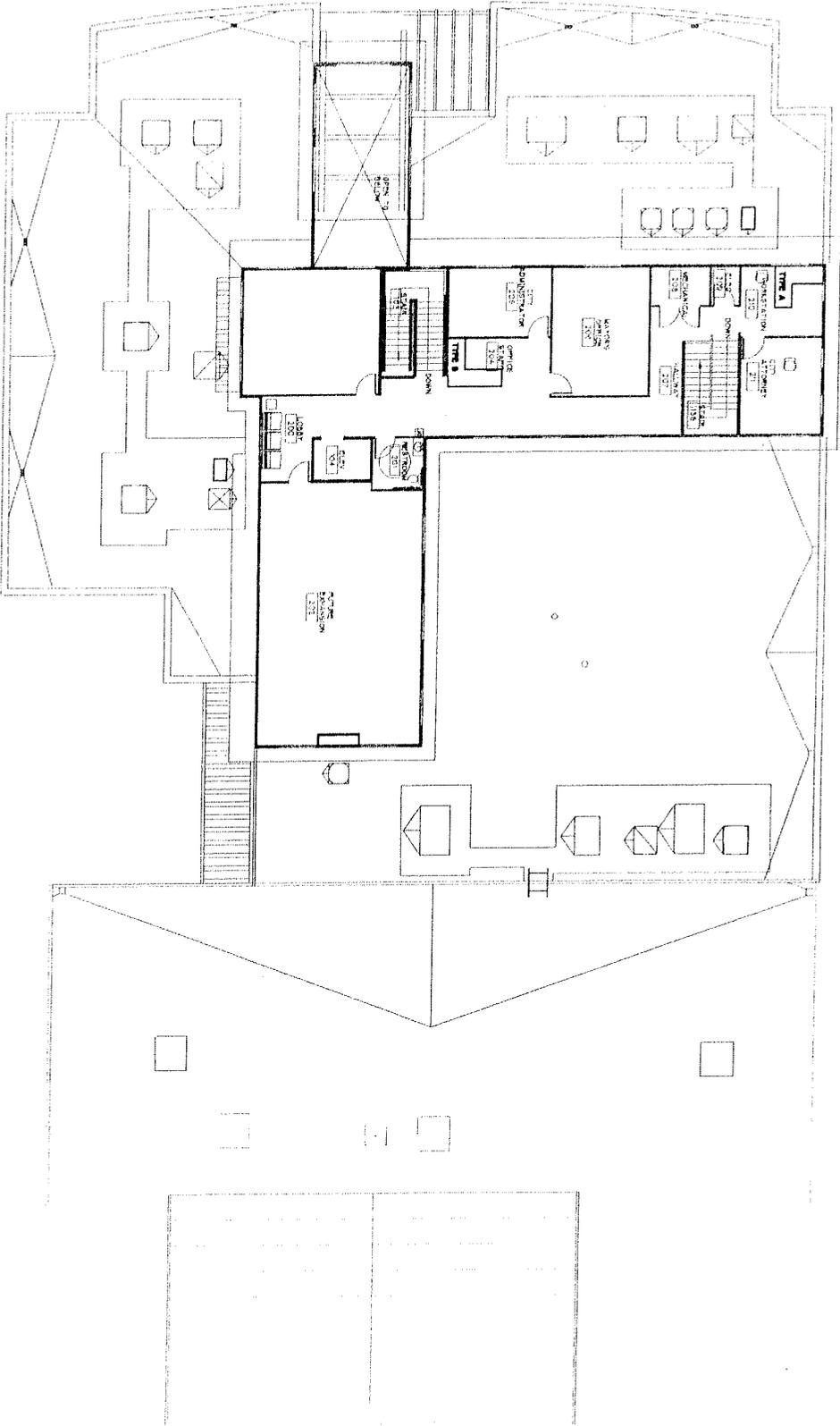
**04-674 casework 2floor 11-9-07.pdf** **Content-Type:** Application/Octet-stream  
**Content-Encoding:** BASE64



FLOOR PLAN

2ND FLOOR PLAN

DATE: 11-9-07



1/16" = 1'-0"



**CARLETTI ARCHITECTS P.S.**  
*architects & planners*  
 16 E. Fir Street  
 Suite A  
 Mount Vernon, WA 98273  
 Phone: (360) 424-0394  
 Fax: (360) 424-5726



# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Add cash drawers and revise desk.

PROPOSAL NO. 022

REQUEST FOR MODIFICATION: **Colacurcio Brothers Construction Company, Inc.** Contractor, THE MAIN CONTRACT with **City of Sedro-Woolley** dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED: 12/17/07

Added cost to add (10) cash drawers, eliminate desk at room 210 and add type B desk to room 158.

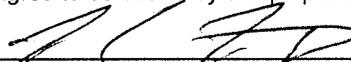
DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total **(ADDITION)** ~~(DEDUCTION)~~ to the

Contract sum of: One thousand five hundred eighty-five dollars and fifty cents. \$ 1,585.50  
State Sales Tax **(INCLUDED)** ~~(EXCLUDED)~~

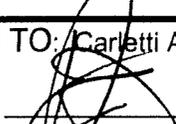
The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and **(EXTENSION)** ~~(REDUCTION)~~ (leave blank if "0" days) of \_\_\_\_\_ calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY  DATE 12/17/07  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[ ] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: **Carletti Architects (Quienten Sutter)** recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 12/27/07

AUTHORIZED BY  DATE 12-27-07  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



RE: MPR 20 Sedro

**Subject:** RE: MPR 20 Sedro  
**From:** "Lee Steigerwald" <lee@stoneagemillworks.com>  
**Date:** Thu, 13 Dec 2007 12:10:17 -0800  
**To:** "Manley McIntyre" <m.mcintyre@colacurciobrothers.com>

That works for me Manley

-----Original Message-----

**From:** Manley McIntyre [mailto:m.mcintyre@colacurciobrothers.com]  
**Sent:** Thursday, December 13, 2007 7:41 AM  
**To:** Quentin Sutter  
**Cc:** t.post@colacurciobrothers.com; Lee Steigerwald  
**Subject:** Re: MPR 20 Sedro

I can add the cost to one of the MPR's I am preparing ,if that is ok.



Manley McIntyre, Estimator/Project Manager  
Ph: 360-332-4044  
Fax: 360-332-5079

Quentin Sutter wrote:

MANley,

The city would like to eliminate the desk in room 210 and relocate it to room 158. They would also like to bump it to a type B desk. I would think that the location change does not add cost but making it a bigger desk may. It was about a \$200 cost difference. MPR 20 is already approved. How do you want to handle this?

Quentin Sutter  
Carletti Architects, P.S.  
Phone: 360-424-0394 ext.105  
FAX: 360-424-5726

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Added Work Related To Removal Of Existing Power Pole.

PROPOSAL NO. 023RR

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Manley McIntyre - Colacurcio Brothers, Inc.

**DATE ISSUED:** 11/15/07

Added cost for the changes outlined in the revised sheet E-1.0R2 received 11/6/07 and related to MPR #14. This proposal includes all trenching, backfill and restoration required for the installation of the new conduit show on E-1.0R2. This proposal dose not include any work included in MPR 14 other than trenching.

This proposal dose not include any work other than what is described in the attached change order scope letter from Scott Electric and the excavation required for its installation. The removal of the pole or any equipment or other items attached to the poles is excluded. The work involved with this change in scope is time sensitive and needs to be completed as soon as possible to avoid additional delays. Once the work has been scheduled with the utility company's we will calculate the total impact on project completion. **REVISED 1115/07, PER ELECTRICAL ENGINEERS E-MAIL DATED 11/13/07.**

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total **(ADDITION)** ~~(DEDUCTION)~~ to the

Contract sum of: Nineteen thousand two hundred eighty-four dollars & eighty-four cents. \$ 19,284.84  
State Sales Tax ~~(INCLUDED)~~ **(EXCLUDED)**

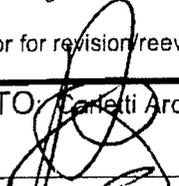
The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and **(EXTENSION)** ~~(REDUCTION)~~ (leave blank if "0" days) of TBD calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY  DATE 11/15/07  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[ ] Returned to Contractor for revision/reevaluation. See comments above/attached

**AUTHORIZATION TO** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 11/15/07

AUTHORIZED BY  DATE 11-15-07  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Added Work Related To Removal Of Existing Power Pole.

PROPOSAL NO. 023RR

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED: 11/15/07

Added cost for the changes outlined in the revised sheet E-1.0R2 received 11/6/07 and related to MPR #14. This proposal includes all trenching, backfill and restoration required for the installation of the new conduit show on E-1.0R2. This proposal dose not include any work included in MPR 14 other than trenching.

This proposal dose not include any work other than what is described in the attached change order scope letter from Scott Electric and the excavation required for its installation. The removal of the pole or any equipment or other items attached to the poles is excluded. The work involved with this change in scope is time sensitive and needs to be completed as soon as possible to avoid additional delays. Once the work has been scheduled with the utility company's we will calculate the total impact on project completion. **REVISED 1115/07, PER ELECTRICAL ENGINEERS E-MAIL DATED 11/13/07.**

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total **(ADDITION)** (~~DEDUCTION~~) to the

Contract sum of: Nineteen thousand two hundred eighty-four dollars & eighty-four cents. \$ 19,284.84  
State Sales Tax **(INCLUDED)** (~~EXCLUDED~~)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and **(EXTENSION)** ~~(REDUCTION)~~ (leave blank if "0" days) of TBD calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY \_\_\_\_\_ DATE 11/15/07  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[ ] Returned to Contractor for revision/reevaluation. See comments above/attached

**AUTHORIZATION TO:** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY \_\_\_\_\_ DATE \_\_\_\_\_

AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Trenching and conduit for power pole removal.  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects

**Modification Proposal Request**

**MPPR 023R**  
**Job No. 207008**  
**Date: 11/07/07**

Description	Class	Straight Time		Rate	Overtime		Amount
		Hrs	Rate		Hrs	Rate	
Coordination	Superintendent	4.00	49.50				198.00
Excavate	Operator	16.00	49.19				787.04
Backfill	Operator	8.00	49.19				393.52
Excavate	Laborer	16.00	40.93				654.88
Backfill	Laborer	8.00	40.93				327.44
Excavate	Trucker	16.00	23.75				380.00
Backfill	Trucker	8.00	23.75				190.00
Place and finish Concrete	Carpenter	8.00	48.50				388.00
Place and finish Concrete	Carpenter	8.00	48.50				388.00
Place and finish Concrete	Carpenter	8.00	48.50				388.00
Seeding and restoration	Laborer	4.00	40.93				163.72
Labor - Subtotal							4,258.60
*Mark-Up at 15%							638.79
Labor Total							<b>4,897.39</b>

Description	Quantity	Unit	Unit Price	Amount
Gravel/Sand Backfill	106.67	TN	8.40	896.02
Concrete	10.00	CY	90.00	900.00
Material Subtotal				1,796.02
Mark-Up at 15%				269.41
Material Total				<b>2,065.43</b>

Description	Cola. Bros. #	Hours Worked	Equip Rate	Oper. Cost	Total Rate	Total Amount	Subcontractors	
							Quantity	Unit Price
Excavator - Cat#12		16.00	35.00	9.67	44.67	714.72		
Excavator - Standby			17.50		17.50			
Backhoe - 416 Cat#310 JD		8.00	29.00	6.25	35.25	282.00		
Backhoe - Standby			14.50		14.50			
Pick-up - crew truck		24.00	5.10	4.95	10.05	241.20		
Dump truck - Solo		24.00	32.00	6.95	38.95	934.80		
Equipment Subtotal							2,172.72	
Small Tools at 0% of Labor							-	
Subtotal							2,172.72	
Mark-Up at 15%							325.91	
Equipment Total							<b>2,498.63</b>	

Description	Quantity	Unit	Unit Price	Amount
Saw cut	1.00	LS	200.00	200.00
Dump Fee Concrete	12.00	TN	16.55	198.60
Dump Fee Dirt	92.44	TY	2.00	184.88
Dump Fee Tree	12.00	TY	10.00	120.00
Curb Replacement	20.00	LF	24.00	480.00
Scott Electric	1.00	LS	7,143.32	7,143.32
Subcontract Subtotal				8,326.80
Mark-Up at 8%				666.11
Subcontract Total				<b>8,992.91</b>

Summary		Amount
Labor - Total		4,897.39
Equipment - Total		2,498.63
Material - Total		2,065.43
Subcontract - Total		8,992.91
Bonds & Insurance 4.5%		18,454.33
Subtotal		830.40
Total Cost This Change		<b>19,284.83</b>

3930 Meridian Street, Ste C #114  
Bellingham, WA 98226  
Phone: 360-647-9870  
Fax: 360-647-8989



# Fax

<b>To:</b>	Colacurcio Brothers Construction	<b>From:</b>	Randy Gray
<b>Fax:</b>	332-5079	<b>Date:</b>	November 14, 2007
<b>Phone:</b>	332-4044	<b>Pages:</b>	2
<b>Re:</b>	Sedro Woolley Courthouse Expansion	<b>CC:</b>	

- Urgent   
 For Review   
 Please Comment   
 Please Reply   
 Please Recycle

**•Comments:**

**Attn: Manley,**

**Here is the Change Order that you have requested for the Power Pole Relocation with corrections that Bill D. has made. The light pole bases were included on the decorative light change order. The conduit runs are quoted with rigid elbows.**

**Call me if you have any questions @ 360-319-6922.**

**Thank you,**

**Randy Gray**

**Sedro Woolley Courthouse/Council Expansion  
Scott Electric Inc.**

**Power Pole Relocation C.O.P. ELE-09**

**1. Direct Labor Costs**

Trade	Wage Rate	Proposed Hours	Costs
Journeyman	\$44.32	70	\$ 3,102.40
Engineering for asbuilts	\$44.32	1	\$44.32
<b>Total Labor Costs</b>			<b>\$ 3,146.72</b>
<b>Overhead &amp; Profit on Labor</b>		15%	<b>\$ 472.01</b>

**2. Direct Material Costs**

Description	Quantity	Units	Unit Cost	Cost
4" PVC runs	660-ft		\$ 1,720.54	\$ 1,720.54
3" PVC runs	280-ft		\$ 468.51	\$ 468.51
J-11a Type 1 j-box		2	\$ 155.00	\$ 310.00
1-1/4"PVC runs	280-ft		\$ 122.40	\$ 122.40
1"PVC runs	10-ft		\$66.25	\$66.25
jet line	lot		\$15.00	\$15.00
2" PVC runs	370-ft		\$362.16	\$362.16
		0	\$0.00	\$0.00
<b>Total Material Cost</b>				<b>\$ 3,064.86</b>
<b>Overhead &amp; Profit on Material</b>				<b>15% \$ 459.73</b>

**4. Prime Subcontractors Proposals**

Name	Cost
	\$ -
	\$ -
	\$ -

<b>Total Cost of Subcontractors</b>	<b>\$ -</b>
<b>5. Subtotal</b>	<b>\$ 7,143.32</b>
<b>6. Overhead &amp; Profit by the Prime Contractor</b>	<b>10% \$ -</b>
<b>7. Additional Cost for Bond &amp; Insurance</b>	<b>5.00% \$ -</b>
<b>Total cost of Proposed Estimate Without Sales Tax</b>	<b><u>\$7,143.32</u></b>

**Subject:** MPR#23  
**From:** "Quentin Sutter" <quentin@carlettiarchitects.com>  
**Date:** Tue, 13 Nov 2007 09:42:10 -0800  
**To:** m.mcintyre@colacurciobrothers.com

Manley,

I had Bill, the electrical Engineer, look at Scott Electrics conduit counts just to make sure nothing was left out. He came up with some different numbers. Attached is a scanned copy of his counts. Maybe Scott Electric has everything covered but in any case it may not be a bad idea for Randy to take a look at Bill's counts and maybe give him a call for any discrepancies. Thanks.

Quentin Sutter  
Carletti Architects, P.S.  
Phone: 360-424-0394 ext.105  
FAX: 360-424-5726

The following section of this message contains a file attachment prepared for transmission using the Internet MIME message format. If you are using Pegasus Mail, or any other MIME-compliant system, you should be able to save it or view it from within your mailer. If you cannot, please ask your system administrator for assistance.

----- File information -----  
File: SKMBT\_C25007111309460.pdf  
Date: 13 Nov 2007, 9:35  
Size: 510064 bytes.  
Type: Unknown

**Part 1.2** **Content-Description:** Attachment information.  
**Content-Type:** text/plain

---

<b>SKMBT_C25007111309460.pdf</b>	<b>Content-Type:</b> Application/Octet-stream <b>Content-Encoding:</b> BASE64
----------------------------------	--

From: "Bill Diephuis" <billdiephuis@k-engineers.com>  
To: "Quentin Sutter" <quentin@carlettiarchitects.com>  
Copies to: "Eron Berg" <eberg@ci.sedro-woolley.wa.us>  
Subject: RE: PowerPole relocation  
Date sent: Thu, 8 Nov 2007 08:24:39 -0800

Quentin,

My counts are actually coming up a bit different than Scott Electrics (some items are more and some less). Here's my counts:

4" PVC - 400 ft → MORE THAN SCOTT ELECTRIC  
3" PVC - 140 ft → LESS THAN S.E.  
2" PVC - 370 ft → NOT SHOWN  
1 1/4" PVC - 280 ft  
1" PVC - 175 ft → O.K. FOR DECORATIVE LIGHT POLE

Scott Electric hasn't broken out a separate price for rigid elbows, so it's not clear whether they have included those or not. They might or might not have lumped those into the conduit prices. We should make it clear that below grade 90 degree elbows need to be rigid steel per section 16100 Part 2.01.A.3.

Also, I don't see anything on here for the pole bases. Is Colacurcio including the pole bases in their scope?

Thanks. I will be in Bellingham most of the day and might be making a trip to Burlington this afternoon, so if there is anything I need to look at on site, please call me on my cell phone at 305-7439.

Bill Diephuis, RCDD  
K Engineers  
208 Third St  
Lynden, WA 98264  
Phone 360.354.4757 x11  
Fax 360.354.6794  
email [BillDiephuis@k-engineers.com](mailto:BillDiephuis@k-engineers.com)

-----Original Message-----

From: Quentin Sutter [<mailto:quentin@carlettiarchitects.com>]  
Sent: Wednesday, November 07, 2007 2:41 PM  
To: [billdiephuis@k-engineers.com](mailto:billdiephuis@k-engineers.com)  
Subject: PowerPole relocation

Bill,

Attached is the materials and cost from Scott electric. Can you please review and verify it covers everything necessary. Thanks. Also just want to be sure Contractor is not responsible for removing the actual pole correct.

Quentin Sutter  
Carletti Architects, P.S.  
Phone: 360-424-0394 ext.105  
FAX: 360-424-5726

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Add metal siding at courtyard.

PROPOSAL NO. 027R

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED: 12/17/07

Added cost to provide metal siding at east elevation of existing building at courtyard per attached sketch.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total **(ADDITION)** (~~DEDUCTION~~) to the

Contract sum of: ~~Five thousand one hundred twenty five dollars and forty four cents.~~ \$5,125.44  
State Sales Tax (~~INCLUDED~~) (**EXCLUDED**)

**\$4875.44** M.M.

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of 2 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY [Signature] DATE 12/17/07  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[ ] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 12/27/07

AUTHORIZED BY [Signature] DATE 12-27-07  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



[Fwd: Re: Sedro CO]

**Subject:** [Fwd: Re: Sedro CO]  
**From:** Tim Post <t.post@colacurciobrothers.com>  
**Date:** Tue, 27 Nov 2007 08:15:06 -0800  
**To:** Manley McIntyre <m.mcintyre@colacurciobrothers.com>

see attached

**Subject:** RE: Sedro CO  
**From:** "Dan Johnson" <dan@lydenssheetmetal.com>  
**Date:** Tue, 27 Nov 2007 07:39:55 -0800  
**To:** "Tim Post" <t.post@colacurciobrothers.com>

is this the wall that is around 16' x 32' ??? & are we replacing all flashings such as j at window & louver & also the base flashings & new coping at the top of wall???????? if so the cost increase will be \$4,280.00 for new metal with a complete watertight install

thx.

Dan Johnson  
Architectural Metals  
Lynden Sheet Metal, Inc  
Phone (360) 354-3991  
Fax (360) 354-1219  
Email: [dan@lydenssheetmetal.com](mailto:dan@lydenssheetmetal.com)

-----Original Message-----  
From: Tim Post [<mailto:t.post@colacurciobrothers.com>]  
Sent: Monday, November 26, 2007 12:35 PM  
To: Dan  
Subject: Sedro CO

Dan you got the price for the  
c/o on the brick metal change. Manley needs it now.

Thanks,  
Tim

**Re: Sedro CO.eml** Content-Type: message/rfc822  
Content-Encoding: 7bit

# Proposal

**LYNDEN SHEET METAL INC.**  
 #LYNDEI206-DM  
 837 Evergreen Street  
 Lynden, Washington 98264  
 Phone (360) 354-3991  
 Fax (360) 354-1219



**LENNOX.**  
 Gas • Oil • Electric  
 Heat Pump • Air Conditioning  
 Custom Sheet Metal & Welding  
 Gas Fireplaces

PROPOSAL SUBMITTED TO <b>Colunjo bro. Att Manley</b>	PHONE	DATE <b>11/7/2007</b>
STREET	JOB NAME <b>Sedro ct room</b>	
CITY, STATE AND ZIP CODE	JOB LOCATION <b>Sedro ct room</b>	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

	Price
<b>Supply &amp; Install of the following</b>	
COP #1	
labor to tear out old siding	\$450.00
labor to install wallpanels	\$1,750.00
materials to complete wall	\$2,080.00
<b>Total</b>	<b>\$4,280.00</b>

Note:

Thank you for the opportunity to bid on your project. If you have any questions, please give me a call. If you wish to proceed with this project, please sign and return 1 copy.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Payment to be made as follows: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature **Dan Johnson**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Re: MPR 27

**Subject:** Re: MPR 27

**From:** "Quentin Sutter" <quentin@carlettiarchitects.com>

**Date:** Thu, 06 Dec 2007 08:49:57 -0800

**To:** Manley McIntyre <m.mcintyre@colacurciobrothers.com>

**CC:** eberg@ci.sedro-woolley.wa.us, t.post@colacurciobrothers.com

Manley,

Please revise the MPR to only replace only the siding. I do not want to patch and repair the existing siding because the colors may not blend well.  
On 5 Dec 2007 at 15:22, Manley McIntyre wrote:

What about the siding?

Manley McIntyre, Estimator/Project Manager  
Ph: 360-332-4044  
Fax: 360-332-5079

Eron Berg wrote:  
Greetings,

The Council has decided not to do MPR 27 (brick wall); we thank you for taking the time to price it for us.

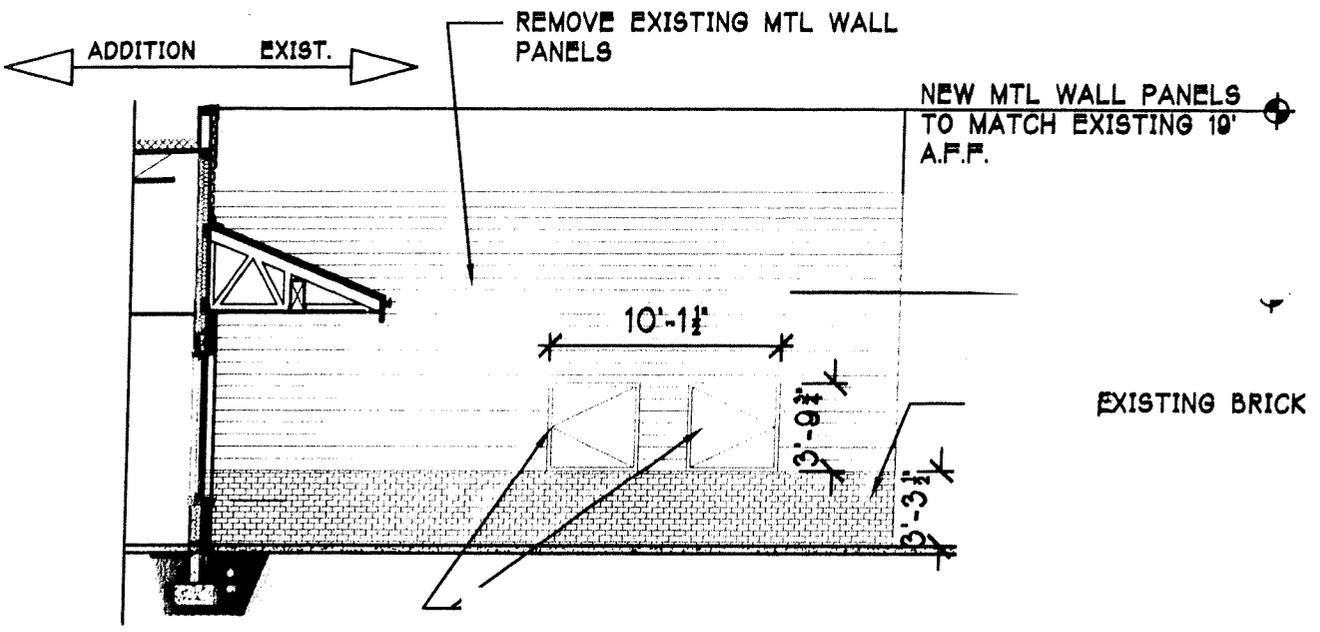
Eron

Eron M. Berg  
City Supervisor/City Attorney  
City of Sedro-Woolley  
720 Murdock Street  
Sedro-Woolley, WA 98284  
(360) 855-1661  
[eberg@ci.sedro-woolley.wa.us](mailto:eberg@ci.sedro-woolley.wa.us)

Advisory: Please be advised the City of Sedro-Woolley is required to comply with the Public Disclosure Act Chapter 42.17 RCW. This act establishes a strong state mandate in favor of disclosure of public records. As such, the information you submit to the City via email, including personal information, may ultimately be subject to disclosure as a public record.

This email is covered by the Electronic Communications Privacy Act, 18 USC 2510-2521 and is legally privileged. The information contained in this electronic message is intended only for the use of the recipient named above. If you are not the intended recipient, be advised that any disclosure, copying, distribution or use of the contents of this transmission is prohibited. If you have received this electronic message transmission in error, please notify the sender at (360) 855-1661 or reply e-mail and delete the original message. Thank you.

Quentin Sutter  
Carletti Architects, P.S.  
Phone: 360-424-0394 ext.105  
FAX: 360-424-5726



EAST ELEVATION

1/4"=1'-0"

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Add 3 port AV station to Bailiff Desk.

PROPOSAL NO. 031

REQUEST FOR MODIFICATION: **Colacurcio Brothers Construction Company, Inc.** Contractor, THE MAIN CONTRACT with **City of Sedro-Woolley** dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Manley McIntyre - Colacurcio Brothers, Inc.

**DATE ISSUED :** 12/17/07

Added cost to add 3 port AV station to bailiff desk.

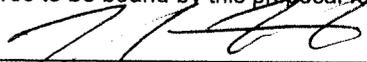
DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total **(ADDITION)** (~~DEDUCTION~~) to the

Contract sum of: One thousand four hundred nine dollars and ninety-four cents. \$ 1,409.94  
State Sales Tax **(INCLUDED)** (~~EXCLUDED~~)

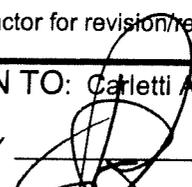
The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and **(EXTENSION)** (~~REDUCTION~~) (leave blank if "0" days) of \_\_\_\_\_ calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

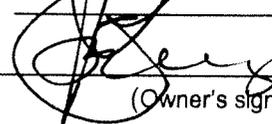
SUBMITTED BY  DATE 12/17/07  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: **Carletti Architects (Quienten Sutter)** recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 12/27/07

AUTHORIZED BY  DATE 12-27-07  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



**Sedro Woolley Courthouse/Council Expansion**

Add 3 Port AV Station @ Bailiff Desk **ELE-15**

**1. Direct Labor Costs**

<u>Trade</u>	<u>Wage Rate</u>	<u>Proposed Hours</u>	<u>Costs</u>
Journeyman	\$44.32	1	\$ 44.32
Engineering for as-builts	\$44.32	1	\$44.32
<b>Total Labor Costs</b>			<b>\$ 88.64</b>
<b>Overhead &amp; Profit on Labor</b>		15%	<b>\$ 13.30</b>

**2. Direct Material Costs**

<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
4sq.box	1		\$ 1.25	\$ 1.25
2g mudring	1		\$ 0.97	\$ 0.97
3/4" steel flex	2		\$ 0.32	\$ 0.64
3/4" flex conn	2		\$ 0.39	\$ 0.78
3/4" 1-hole strap	4		\$0.09	\$0.36
			\$0.00	\$0.00

<b>Total Material Cost</b>		<b>\$ 4.00</b>
<b>Overhead &amp; Profit on Material</b>	15%	<b>\$ 0.60</b>

**4. Prime Subcontractors Proposals**

<u>Name</u>	<u>Cost</u>
Dimensional Communications	\$ 989.00
	\$ -
	\$ -

<b>Total Cost of Subcontractors</b>	<b>\$ 989.00</b>
<b>5. Subtotal</b>	<b>\$ 1,095.54</b>
<b>6. Overhead &amp; Profit by the Prime Contractor</b>	<b>10% \$ 98.90</b>
<b>7. Additional Cost for Bond &amp; Insurance</b>	<b>5.00% \$ -</b>
<b>Total cost of Proposed Estimate Without Sales Tax</b>	<b><u>\$ 1,194.44</u></b>



# DIMENSIONAL COMMUNICATIONS, INC.

## Sedro Woolley Courthouse Expansion CHANGE ORDER PROPOSAL

---

<b>Date:</b>	November 19, 2007	<b>Correspondence #:</b>	Scott COP # 003
<b>To:</b>	Randy Gray Scott Electric	<b>Project:</b>	SW Courthouse Expansion
<b>From:</b>	Mark McGlenn DCI	<b>No. Pages:</b>	1
<b>Subject:</b>	Add 1 AV Location at Bailiff Desk	<b>CC:</b>	operations / accounting
<b>Send Via:</b>	Fax <input checked="" type="checkbox"/> Fax No. (XXX) XXX-XXXX <input type="checkbox"/> Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/>		

---

Good Afternoon Randy,

We hereby propose the following project changes:

Per Change Order Request dated 11.14.07:  
 Add (1) Three Port AV Station at the Bailiff Desk  
 Lot: Belden Audio Cable  
 Lot: Belden Video Cable  
 Wire Management and Connectors  
 Installation and Testing

The impact to the project is a price increase of \$989.00+wsst.

Respectfully Submitted,

*Mark McGlenn*

Mark McGlenn  
DCI Systems Consultant

Accepted by: \_\_\_\_\_

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

More video stuff at Sedro Woolley

**Subject:** More video stuff at Sedro Woolley  
**From:** "Quentin Sutter" <quentin@carlettiarchitects.com>  
**Date:** Wed, 14 Nov 2007 10:28:13 -0800  
**To:** m.mcintyre@colacurciobrothers.com

Manley,

The city wants to add some video wiring for the courtroom. Can you please forward the following electrical change to Scott Electric.

"Add a two-gang A/V box adjacent to the microphone outlet at the Balif desk in the Courtroom. Add 2 – PC cables and 1 – AC cable to the media rack via the 1 1/4" PVC conduit."

This is straight forward and will not require a sketch. Thanks.

Quentin Sutter  
Carletti Architects, P.S.  
Phone: 360-424-0394 ext.105  
FAX: 360-424-5726

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Added curbing on south side landscape areas

PROPOSAL NO. 032

REQUEST FOR MODIFICATION: **Colacurcio Brothers Construction Company, Inc.** Contractor, THE MAIN CONTRACT with **City of Sedro-Woolley** dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED : 1/9/08

Added cost fro additional curb and retaining wall

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (**ADDITION**) (~~DEDUCTION~~) to the

Contract sum of: Six thousand two hundred thirteen dollars and thirty-six cents. \$ 6,213.36  
State Sales Tax (~~INCLUDED~~) (**EXCLUDED**)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (**EXTENSION**) (~~REDUCTION~~) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi E. Evans DATE 1/9/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[ ] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY \_\_\_\_\_ DATE \_\_\_\_\_

AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Add motor and safety rail to roll up door.

PROPOSAL NO. 034R

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED : 12/20/07

Added cost to add electric motor and safety rail to door # 26B. MPR revised as directed by architect.

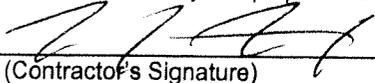
DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total **(ADDITION)** ~~(DEDUCTION)~~ to the

Contract sum of: Two thousand thirty-four dollars and twenty-nine cents. \$ 2,034.29  
State Sales Tax ~~(INCLUDED)~~ **(EXCLUDED)**

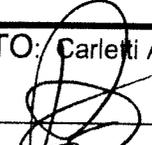
The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and **(EXTENSION)** ~~(REDUCTION)~~ (leave blank if "0" days) of \_\_\_\_\_ calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

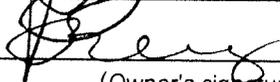
SUBMITTED BY  DATE 12/20/07  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[ ] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 12/27/07

AUTHORIZED BY  DATE 12-27-07  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



### Overhead Door Company Of Bellingham

202 Ohio Street  
Po Box 1162  
Bellingham, WA 98227  
Telephone: (360) 734-5960  
Fax: (360) 647-7673

Shipping Address  
202 Ohio Street  
Bellingham, WA 98225  
Telephone: Same  
Fax: Same

The Genuine. The Original.



Proposal #: 1-790

PROPOSAL SUBMITTED TO: Colacurcio Brothers Const			Date 10/24/2007	Attention Tim Post
STREET 3287 H St. Rd			Job Name Sedro-Woolley Municipal Bldg.	
City Blaine	State Wa	Zip Code 98230	Job Location	
Phone Number 360-332-4044	Fax Number 360-332-5079	Job Phone		

Highly recommend one of the following per door. The door will be hard  
OPTIOS For Counter Doors.

#### DOOR 26 B

Crank Add \$298.00

CDO motor Add \$650.00, Safety Edge Add \$275.00 \*

#### DOOR 58 B (Court Clerk) Fire Door

Crank Add \$528.00

CDO Motor Add \$720.00, Safety Edge Add \$275.00.

We hereby propose to complete in accordance with above specification, for the sum of:

Signature

Jack D. Johnson / President

Direct Dial: 360-734-5960

#### TERMS AND CONDITIONS

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

BY OTHERS: Jambes, spring pads, all wiring to motors and control stations, unless otherwise stated above, are not included. Purchaser agrees that doors shall remain in Seller's possession until paid in full. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorneys' fees. There shall be a 10 % service charge per month for all payments due and owing after 30 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.) ALL CHANGE ORDER WORK MUST BE APPROVED AND SIGNED PRIOR TO COMMENCEMENT OF WORK.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: \_\_\_\_\_

Signature

Title

Date of Acceptance

## Sedro Woolley Courthouse/Council Expansion

Add circuit & switch for roll up door in Police Reception Room 156 **ELE-16**

## 1. Direct Labor Costs

<u>Trade</u>	<u>Wage Rate</u>	<u>Proposed Hours</u>	<u>Costs</u>
Journeyman	\$44.32	12	\$ 531.84
Engineering for as-builts	\$44.32	1	\$44.32
<b>Total Labor Costs</b>			<b>\$ 576.16</b>
<b>Overhead &amp; Profit on Labor</b>		15%	<b>\$ 86.42</b>

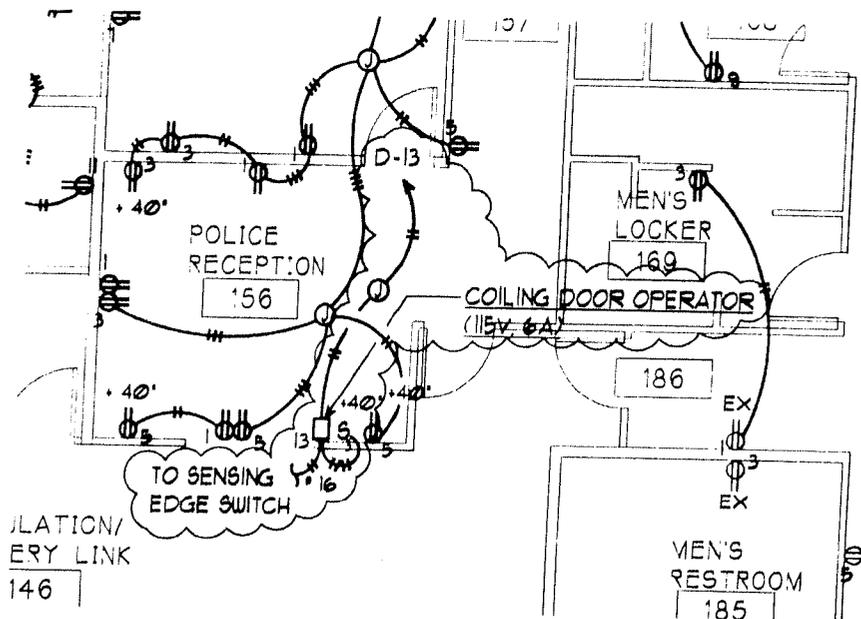
## 2. Direct Material Costs

<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
3/4" Eml	120-ft.		\$ 33.46	\$ 40.15
3/4" Eml fitngs & stra lot			\$ -	\$ 18.01
3/4" flex & fitngs	lot		\$ -	\$ 4.20
#12 thhn cu wire	350-ft.		\$ 106.32	\$ 37.21
4 Sq. deep box	2		\$1.31	\$2.62
5/8" mudring	1		\$0.68	\$0.68
Open/close/stop sw.	1		\$35.00	\$35.00
Wirenuts, fork terminal lot				1.32
<b>Total Material Cost</b>				<b>\$ 139.19</b>
<b>Overhead &amp; Profit on Material</b>				15% <b>\$ 20.88</b>

## 4. Prime Subcontractors Proposals

<u>Name</u>	<u>Cost</u>
	\$ -
	\$ -
	\$ -

<b>Total Cost of Subcontractors</b>	<b>\$ -</b>
<b>5. Subtotal</b>	<b>\$ 822.65</b>
<b>6. Overhead &amp; Profit by the Prime Contractor</b>	10% <b>\$ -</b>
<b>7. Additional Cost for Bond &amp; Insurance</b>	5.00% <b>\$ -</b>
<b>Total cost of Proposed Estimate Without Sales Tax</b>	<b>\$ 822.65</b>



RELATION/  
EVERY LINK  
146

PARTIAL FLOOR PLAN

SCALE 1/8" = 1'



**CARLETTI ARCHITECTS P.S.**

*architecture & planning*

116 E. Fir Street  
Suite A  
Mount Vernon, WA 98273

Phone: (360) 424-0394  
Fax: (360) 424-5726

04-674 COURTROOM/COUNCIL EXPANSION SEDRO WOOLLEY

AR#37 OVERHEAD DOOR AT POLICE RECEPTION PG 1/1

DATE: 12/3/07

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Change AV switch and controller.

PROPOSAL NO. 035

REQUEST FOR MODIFICATION: **Colacurcio Brothers Construction Company, Inc.** Contractor, THE MAIN CONTRACT with **City of Sedro-Woolley** dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED : 12/17/07

Added cost to change AV switch and controller in courtroom.

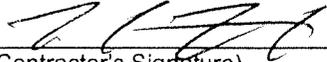
DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (**ADDITION**) (~~DEDUCTION~~) to the

Contract sum of: Two thousand four hundred fifty-two dollars and twelve cents. \$ 2,452.12  
State Sales Tax (~~INCLUDED~~) (**EXCLUDED**)

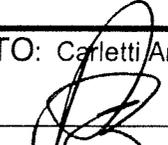
The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (**EXTENSION**) (~~REDUCTION~~) (leave blank if "0" days) of \_\_\_\_\_ calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY  DATE 12/17/07  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[ ] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: **Carletti Architects (Quienten Sutter)** recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 12/27/07

AUTHORIZED BY  DATE 12-27-07  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Change AV Switch and Controller per AV ELE-14.  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects

**Modification Proposal Request**

**MPR 035**  
**Job No. 207008**  
**Date: 12/17/07**

Description	Class	Straight Time		Overtime		Amount
		Hrs	Rate	Hrs	Rate	
Review and Process	PM	1.00	51.50			51.50
			48.50			
			48.50			
			48.50			
Use additional sheet if necessary						
Labor - Subtotal						51.50
*Mark-Up at 15%						7.73
Labor Total						59.23

Description	Quantity	Unit	Unit Price	Amount
Material Subtotal				
*Mark-Up at 15%				
Material Total				

Subcontractors				
Description	Quantity	Unit	Unit Price	Amount
Scott Electric	1.00	LS	2,117.87	2,117.87
Use additional sheet if necessary				
Subcontract Subtotal				2,117.87
*Mark-Up at 8%				169.43
Subcontract Total				2,287.30

Description	Cola Bros. #	Hours Worked	Equip Rate	Oper. Cost	Total Rate	Total Amount
Excavator - Cat312			35.00	9.67	44.67	
Excavator - Standby			17.50		17.50	
Backhoe - 416 Cat310 JD			29.00	6.25	35.25	
Backhoe - Standby			14.50		14.50	
Pick-up - crew truck			5.10	4.95	10.05	
Dump truck - Solo			32.00	6.95	38.95	

Summary					
Equipment Subtotal		Small Tools at 0% of Labor			
Subtotal		Mark-Up at 15%			
Equipment Total					
Labor - Total					59
Material - Total					
Subcontract - Total					2,287
Bonds & Insurance 4.5%					2,346
Total Cost This Change					2,452

**Sedro Woolley Courthouse/Council Expansion**

**Change Switcher & Controller A/V ELE-14**

**1. Direct Labor Costs**

<u>Trade</u>	<u>Wage Rate</u>	<u>Proposed Hours</u>	<u>Costs</u>
Journeyman	\$44.32	0	\$ -
Engineering for as-builts	\$44.32	1	\$44.32
<b>Total Labor Costs</b>			<b>\$ 44.32</b>
<b>Overhead &amp; Profit on Labor</b>		15%	<b>\$ 6.65</b>

**2. Direct Material Costs**

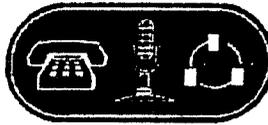
<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$0.00	\$0.00
			\$0.00	\$0.00

<b>Total Material Cost</b>	<b>\$ -</b>
<b>Overhead &amp; Profit on Material</b>	<b>15% \$ -</b>

**4. Prime Subcontractors Proposals**

<u>Name</u>	<u>Cost</u>
Dimensional Communications	\$1,879.00
	\$ -
	\$ -

<b>Total Cost of Subcontractors</b>	<b>\$ 1,879.00</b>
<b>5. Subtotal</b>	<b>\$ 1,929.97</b>
<b>6. Overhead &amp; Profit by the Prime Contractor</b>	<b>10% \$ 187.90</b>
<b>7. Additional Cost for Bond &amp; Insurance</b>	<b>5.00% \$ -</b>
<b>Total cost of Proposed Estimate Without Sales Tax</b>	<b><u>\$ 2,117.87</u></b>



## DIMENSIONAL COMMUNICATIONS, INC.

### Sedro Woolley Courthouse Expansion CHANGE ORDER PROPOSAL

---

<b>Date:</b>	November 26, 2007	<b>Correspondence #:</b>	Scott COP # 004
<b>To:</b>	Randy Gray Scott Electric	<b>Project:</b>	SW Courthouse Expansion
<b>From:</b>	Mark McGlenn DCI	<b>No. Pages:</b>	1
<b>Subject:</b>	Change Switcher and Control	<b>CC:</b>	operations / accounting
<b>Send Via:</b>	Fax <input type="checkbox"/> Fax No. (XXX) XXX-XXXX <input type="checkbox"/> Mail X <input type="checkbox"/> E-mail <input checked="" type="checkbox"/>		

---

Good Morning Randy,  
We hereby propose the following project changes:

Per Change Order Request dated 11.20.07:

“Change the Extron ISM 482 A/V switcher and MLC-226 controller with an Extron Crosspoint 300 8X4 matrix switcher and a Crestron control system with touchpad screen. Provide 3 TVOne 1 T-V1280HD video scalers.”

1 Extron Crosspoint 300 8x4 HVA Switcher  
3 TVOne 1T-V1280HD Scalers  
1 Crestron CP2 Controller  
1 Crestron TPS2000L Touchpad  
1 Crestron CNPSW-75 power supply  
All Crestron Programming  
Installation and Testing

The impact to the project is a price increase of \$1,879.00+wsst.

Respectfully Submitted,

*Mark McGlenn*

Mark McGlenn  
DCI Systems Consultant

Accepted by: \_\_\_\_\_

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

Audio Change Sedro

**Subject:** Audio Change Sedro  
**From:** "Quentin Sutter" <quentin@carlettiarchitects.com>  
**Date:** Tue, 20 Nov 2007 16:20:22 -0800  
**To:** m.mcintyre@colacurciobrothers.com

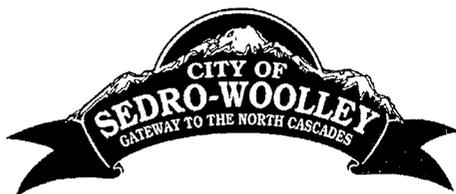
Manley,

I have another request from Bill in regards of audio equipment. This should be straight forward and should not require a sketch.

"Change the Extron ISM 482 A/V switcher and MLC-226 controller with a Extron Crosspoint 300 8x4 matrix switcher and a Crestron control system with touchpad screen. Provide 3 TVOne 1T-V1280HD video scalers. Configure the system so that any input can be routed to either of the three output devices (projector and two flat panel TVs)."

Have Randy contact Bill if he has any questions. Thanks.

Quentin Sutter  
Carletti Architects, P.S.  
Phone: 360-424-0394 ext.105  
FAX: 360-424-5726



CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 23 2008

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

**CITY OF SEDRO-WOOLLEY**

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

Eron M. Berg  
City Supervisor/Attorney

---

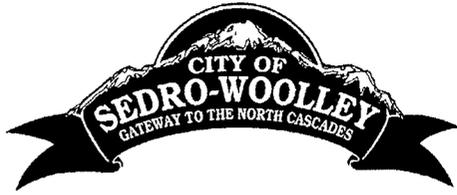
MEMO TO: City Council  
FROM: Eron Berg  
RE: Solid Waste Interlocal  
DATE: January 23, 2008

ISSUE: Should the Council approve the attached interlocal for the management of the county-wide solid waste system?

BACKGROUND: This is your second reading. Attached is the memo from the first reading, the proposed agreement and the letter Mayor Anderson sent following your last meeting.

I hope to have additional information and/or County officials at this meeting to further address your concerns.

RECOMMENDATION: If you want to enter into this agreement: Motion to authorize the Mayor to sign the attached interlocal agreement.



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

Eron M. Berg  
City Supervisor/Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Solid Waste Interlocal  
DATE: January 9, 2008

ISSUE: Should the Council approve the attached interlocal for the management of the county-wide solid waste system?

BACKGROUND: The City is party to an interlocal agreement with the other seven cities and towns in the county and Skagit County for the operation of a county-wide solid waste system. This agreement expires in 2013 and has been the subject of some controversy and dissatisfaction on the part of the cities and towns. Specifically, the municipalities have objected to the manner in which the County has managed the system including the granting of a system operator agreement, use of reserve funds and system charges, to name a few concerns.

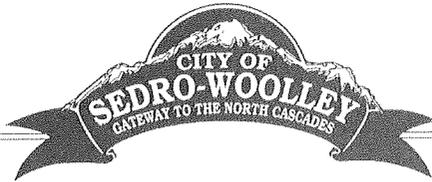
Commissioner Dillon promised to propose a new way of managing the solid waste system last summer; this is the product of her promise.

Essentially, the agreement creates a new framework for decision-making and delegates most solid waste system decisions from the Skagit County Commissioners to a new board, the Solid Waste System Governing Board (SWSGB). The SWSGB is comprised of the four towns, four cities and the county with voting proposed on a representational basis determined by population. Sedro-Woolley is proposed to control 9.7% of the vote. Key elements of the agreement include:

1. No new termination date: the contract still allows cities to go it alone after 2013;
2. SWSGB involvement in the County's solid waste management plan;
3. Includes in system costs (i.e., tipping fees) past and future liabilities for clean-up costs of old landfill sites anywhere in the County;
4. Requires the SWSGB to develop a long-range plan for the County-wide system;
5. Allows the SWSGB to make decisions on a variety of issues including the annual budget, tipping rates, capital improvements, privatization and system operator agreements; and
6. Includes a "veto" right of the County Commissioners to use in limited circumstances.

This agreement is a big step in the right direction. I am interested in your comments on the proposal and whether you want anything changed. The County has asked that the other entities work toward approval this month.

RECOMMENDATION: 1<sup>st</sup> Reading; please provide guidance in advance of the next Council meeting.



---

Mike Anderson  
Mayor

January 10, 2008

Sharon Dillon, Ken Dahlstedt, Don Munks  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273

RE: Solid Waste Interlocal

Dear Commissioners:

The Sedro-Woolley City Council discussed the proposed solid waste interlocal at last night's Council meeting. First let me thank the County and specifically, Commissioner Dillon, for pushing this issue forward to the point that we have a meaningful draft interlocal to consider. We appreciate the County's efforts and willingness to partner with the cities on solid waste.

The Council had two significant concerns about the interlocal agreement as drafted:

1. The veto power of the County; and
2. The limited budgetary authority of the SWSGB.

We were also concerned about the voting structure, but following some discussion, resolved that this is a compromise process and one compromise from the City of Sedro-Woolley is on the voting structure.

As for the two other concerns, the Council felt strongly that it is not fair for the County to both participate on the SWSGB and then have the right to veto that very board's decisions. We are also concerned that "long-term viability of the system" is too broad and essentially described a business judgment such that the veto could be exercised in virtually any decision. On the budget issue, the Council's perspective is that the SWSGB, like a city council, a board of commissioners or a board of directors at a corporation, should have the usual and customary budgetary authority. The limited authority granted in the draft is inadequate to allow for meaningful oversight particularly if you believe as I do that the annual budget is the most important policy making document the government approves.

Our City is interested in approving this interlocal and participating in the new SWSGB and I believe the Council would approve the agreement with the removal of the veto and the removal of the proviso limiting the board's budgetary authority.

Skagit County Commissioners

January 10, 2008

Page 2

Finally, I have asked Eron Berg to make himself available to work with your staff as needed to make revisions. I have scheduled time on our agenda for the 23<sup>rd</sup> of this month to again address this agreement with the City Council; I am optimistic that we can have a revised draft with these two issues addressed by that time.

Please feel free to contact me directly if you have any questions about our concerns or if you would like to discuss this in more detail. Again, I really do appreciate the County's efforts on this issue.

Very truly yours,

CITY OF SEDRO-WOOLLEY

A handwritten signature in black ink, appearing to read 'Mike Anderson', with a long horizontal flourish extending to the right.

Mike Anderson, Mayor

cc: City Council

After Recording Return to:

Skagit County  
Public Works Department  
Attn: Kevin Renz,  
Solid Waste Section Manager  
1800 Continental Place  
Mount Vernon, WA 98273

DOCUMENT TITLE: INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SKAGIT COUNTY AND CITIES AND TOWNS IN SKAGIT COUNTY FOR SOLID WASTE MANAGEMENT.

DATE SIGNED: \_\_\_\_\_, 2007

GRANTOR: SKAGIT COUNTY, a Political Subdivision of the State of Washington,

GRANTEES: CITY OF MOUNT VERNON, a Washington Municipal Corporation;  
CITY OF ANACORTES, a Washington Municipal Corporation;  
CITY OF BURLINGTON, a Washington Municipal Corporation;  
CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation;  
TOWN OF LA CONNER, a Washington Municipal Corporation;  
TOWN OF CONCRETE, a Washington Municipal Corporation;  
TOWN OF LYMAN, a Washington Municipal Corporation; and  
TOWN OF HAMILTON, a Washington Municipal Corporation

INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
SKAGIT COUNTY  
AND CITIES AND TOWNS IN SKAGIT COUNTY  
FOR  
SOLID WASTE MANAGEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement"), made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF MOUNT VERNON, a Washington Municipal Corporation; the CITY OF ANACORTES, a Washington Municipal Corporation; the CITY OF BURLINGTON, a Washington Municipal Corporation; the CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation; the TOWN OF LA CONNER, a Washington Municipal Corporation; the TOWN OF CONCRETE, a Washington Municipal Corporation; the TOWN OF LYMAN, a Washington Municipal Corporation; and the TOWN OF HAMILTON, a Washington Municipal Corporation hereinafter collectively referred to as the "Municipalities", and SKAGIT COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "County", pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The Municipalities and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

WHEREAS, the County and each of the Municipalities executing this Agreement are authorized and directed by Chapter 70.95 RCW to prepare a Comprehensive Solid Waste Management Plan ("CSWMP") and are further authorized by Chapter 39.34 RCW to enter into an agreement for the administration and implementation of said CSWMP; and

WHEREAS, the County prepared a Comprehensive Solid Waste Management Plan for the County and Municipalities of the County in 1994, and updated the CSWMP with the active involvement of the Municipalities in 2004; and

WHEREAS, the 2004 Comprehensive Solid Waste Management Plan update calls for significant improvements to and replacements for existing waste facilities, and the County has entered into a waste export contract that expires in 2013, and in light of these factors long term financial planning is desirable; and

WHEREAS, providing the most effective and efficient system for managing solid waste generated in Skagit County, including its Municipalities, requires use of the solid waste disposal system established by the County and the Comprehensive Solid Waste Management Plan of the County to the fullest extent possible;

WHEREAS, in or about May of 2004, the County and the Municipalities entered into a previous interlocal agreement (Skagit County Contract # C20040228) regarding the administration and implementation of the CSWMP; and

WHEREAS, the County, in response to recent policy guidance provided by the Skagit County Board of County Commissioners (including, but not limited to, Skagit County Resolution # R20070141) is in the process of amending the CSWMP, and pursuant to these amendments, the parties desire to mutually effectuate changes between the relationship of the parties to provide for enhanced cooperation by and between the County and the Municipalities, and also to make additional changes to the terms of the previous interlocal agreement by and between the parties (Skagit County Contract # C20040228); and

WHEREAS, the terms of this Agreement are intended to wholly replace and supersede the terms of the previous interlocal agreement by and between the parties (Skagit County Contract # C20040228);

NOW THEREFORE, in consideration of the forgoing, and in consideration of the following terms and conditions, the parties mutually agree as follows:

1. NEW AGREEMENT; EFFECTIVENESS. This Agreement entirely replaces and supersedes the previous interlocal agreement (herein the "previous interlocal agreement") for a Comprehensive Solid Waste Disposal System that the parties entered into in 2004 (Skagit County Contract # C20040228). This Agreement shall not become effective until all parties to the previous interlocal agreement have duly executed this Agreement. Unless and until all parties to the previous interlocal agreement have duly executed this agreement, the previous interlocal agreement shall remain in full force and effect pursuant to the terms therein.

2. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

2.1 "Party" or "Party" shall mean any signatory to this Agreement.

2.2 "Solid Waste" means all putrescible and nonputrescible solid and semi-solid wastes including, but limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and constructions wastes, abandoned vehicles or parts thereof, and recyclable materials, with the exception of wastes excluded by WAC 173-304-015.

2.3 "Solid waste handling" means the management, storage, collection, transportation, utilization, processing, and final disposal of Solid Waste, including the recovery and recycling of materials from Solid Waste, the recovery of energy resources from such wastes or the conversion of energy in such wastes to more useful forms or combinations thereof, and as such term may be modified by amendments to Chapter 70.95.030(23) RCW.

2.4 "System" means all facilities for Solid Waste handling owned or operated, or contracted for, by the County, and all administrative activities related thereto, and as further defined and provided within the County's Comprehensive Solid Waste Management Plan, as may be amended and/or updated.

2.5 "System Costs" means all costs arising from System operation, maintenance, capital costs for new facilities and equipment, past and future liabilities, known or unknown, and shall include any municipal liability for disposal clean-up costs anywhere within the jurisdiction of Skagit County or the municipal parties to this Agreement.

3. RESPONSIBILITIES FOR WASTE DISPOSAL SYSTEM. For the duration of this Agreement, the Parties shall have the following responsibilities:

3.1 The County shall continue to provide for the efficient disposal of all Solid Waste generated within the jurisdictions of each Party to this Agreement to the extent, in the manner, and by facilities as described in the Comprehensive Solid Waste Management Plan. The County shall not be responsible for disposal of nor claim that this Agreement extends to Solid Waste that has been eliminated through waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan.

3.2 Subject to the governance structure established by other provisions of this Agreement, the County shall continue to provide a comprehensive Solid Waste management system, including educational programs, as defined by the Comprehensive Solid Waste Management Plan.

3.3 The County shall continue to operate the System in a financially prudent manner, minimize fee increases, and use System revenues only for System purposes. The County's operation of the System is subject to governance by the SWSGB, as further set forth in elsewhere in this Agreement.

4. COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN. For the duration of their participation in this Agreement, each Party shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to Chapter 70.95 RCW. For the duration of their participation in this Agreement, each Party authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of solid waste generated in each Party's jurisdiction. Parties executing this Agreement hereby agree to execute the County's Comprehensive Solid Waste Management Plan. The SWSGB shall review and make recommendations to the Skagit County Board of Commissioners regarding updates to the County Comprehensive Solid Waste Management Plan.

5. DESIGNATION OF COUNTY SYSTEM FOR SOLID WASTE DISPOSAL. Each Party shall designate the County System for disposal of all Solid Waste generated within the Party's jurisdictional limits, and within the scope of the Comprehensive Solid Waste Management Plan.

6. DESIGNATION OF DISPOSAL SITES. The SWSGB shall designate County System disposal site or sites for the disposal of such solid waste except for recyclable and other materials removed from solid waste by waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan. Designation by the SWSGB of disposal site(s) pursuant to this Agreement shall not diminish any Party's power to regulate land use and establish land use criteria within the Party's jurisdiction. Furthermore, designation by the SWSGB of disposal site(s) pursuant to this Agreement shall not diminish the County's authority to regulate public health pursuant to Title 70 RCW and other applicable laws and regulations.

7. ENFORCEMENT. The County shall be primarily responsible for enforcement of laws and regulations requiring persons to dispose of solid waste at sites designated by the County. Each Party shall cooperate with the County in its enforcement efforts, and shall provide by ordinance that any person that disposes of Solid Waste generated within its boundaries at a site other than a site designated by the County will be guilty of a misdemeanor, except where such disposal may be otherwise permitted by state law. To the extent legally possible, the County shall be responsible for bringing enforcement actions against persons violating state statutes, or County ordinances relating to the disposal of Solid Waste at sites designated by the County. However, in instances in which the County lacks legal authority to bring an enforcement action and another Party possesses that authority, the County may request that the Party bring such enforcement action. The Party shall comply with this request, or in some other way ensure that Solid Waste generated with the Party is disposed of at those sites designated by the County. All reasonable costs incurred by the Party in taking such enforcement or other actions that are requested in writing by the County shall be paid as System costs.

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

9. SYSTEM COSTS AND RATE INCREASES. The Parties agree that all System Costs shall be paid by the System through tipping fee rate increases, as deemed necessary and proper by the SWSGB pursuant to the terms of this Agreement. Rates set by the SWSGB shall accommodate long-term System viability and a financially reasonable level of cash reserves.

10. DURATION; TERM OF AGREEMENT. The Parties agree to be bound by this Agreement until September 15, 2013, unless prior modified in accordance with paragraph 9. This Agreement shall not sunset or expire, but shall continue in full force and effect. Individual parties to this Agreement may, after September 15, 2013, withdraw from this Agreement by giving sixty (60) days' notice to all other parties to this Agreement.

11. REVISION, AMENDMENT, SUPPLEMENTATION, OR TERMINATION. This Agreement shall be reviewed by the parties in conjunction with any review of the Comprehensive Solid Waste Management Plan. The terms of the Agreement may be revised,

amended, or supplemented, or the Agreement as a whole may be terminated only upon the written agreement of all Parties executed with the same formalities as the original. No revision, amendment, supplementation or termination shall be adopted or put into effect if it impairs any other contractual obligation of the County. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

## 12. SOLID WASTE ADVISORY COMMITTEE.

12.1 Pursuant to Chapter 70.95.165(3) RCW and Chapter 39.34.030(4) RCW and Skagit County Code 12.18, a Solid Waste Advisory Committee shall continue operating for the purpose of rendering advice to Skagit County and the SWSGB regarding solid and moderate risk waste related issues generally, service levels, disposal rates, and short and long term planning, and especially the administration and implementation of the Comprehensive Solid Waste Management Plan.

12.2 Membership of the Solid Waste Advisory Committee shall be as follows:

(1) Regular members. The Solid Waste Advisory Committee shall consist of:

(a) One member from each party to this Agreement, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.

(b) One member from each Municipality in Skagit County which has its own Comprehensive Solid Waste Management Plan, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.

(c) Three members, each representing the unincorporated area of one of the three County Commissioner districts. The three members shall be recommended by the County Commissioners. The County Commissioners shall recommend candidates representing a spectrum of citizens, public interest groups, and businesses. Candidates shall be residents of Skagit County or firms licensed to do business in Skagit County.

(d) Two members shall be selected, one to represent commercial solid waste collection firms; and one to represent commercial recycling firms. These members shall be recommended by the County Commissioners.

(e) One ex officio, non-voting representative from the Skagit County Public Works Solid Waste Section.

(f) One ex officio, non-voting representative from the State of Washington Department of Ecology.

(g) One ex officio, non-voting representative from the Skagit County Health Department.

(2) Auxiliary Members. The regular membership of the Solid Waste Advisory Committee may appoint auxiliary members for a specific time period to serve on

the committee in a non-voting capacity, for the purpose of providing specific information, technical advice, and information of a general nature which is pertinent to the committee's activities or any other form of assistance which will aid the committee in carrying out its purposes.

12.3 Meetings. The Solid Waste Advisory Committee shall meet as required to carry out the purposes of the Committee. Meetings may be held at various locations within the County with written notification to the membership and chairman designating the time and place of such meetings. Meetings shall be held not less than quarterly. A quorum shall consist of a simple majority of the members on the Committee, A majority of the total voting membership of the Committee is required to pass a motion.

12.4 Transfer Station Oversight Sub-Committee. Provides operational and customer-based input on Skagit County Transfer Station operations and serves as an advisory resource to the Solid Waste Advisory Committee.

(1) Regular Members. The Transfer Station Oversight Sub-Committee shall consist of one staff member each from Mount Vernon, Sedro-Woolley, Burlington, Anacortes, Regional Disposal Company, Waste Management, Inc., Skagit River Steel and Recycling, and Skagit County Public Works.

(2) Meetings. The Transfer Station Oversight Sub-Committee shall meet every year, or as needed, to carry out the purposes of the Committee including making recommendations to the Solid Waste Advisory Committee.

### 13. SOLID WASTE SYSTEM GOVERNANCE BOARD.

13.1 Purpose. Any proposed changes or improvements significantly affecting the operation of the System or which may directly or indirectly impact tipping fees (including, but not limited to, tipping fee adjustments) or the siting of disposal facilities (herein collectively referred to as "Significant Solid Waste Decisions") shall be submitted to the Solid Waste System Governance Board (SWSGB) for final decision. Significant Solid Waste Decisions within the scope of the SWSGB's purview shall include timely review and approval by majority vote of the following matters, as recommended by the SWAC and/or the County in a manner consistent with this Agreement:

13.1.1 Major capital improvements to the System. "Major capital improvements" shall be defined as any capital expenditures in excess of Fifty Thousand Dollars (\$50,000) which modify the method or model of operation of the System.

13.1.2 Designation of site(s) for inclusion within the System, consistent with the other provisions of this Agreement;

13.1.2 Long-range plans for System expansion and construction. By December 31, 2011 the SWSGB shall produce a long-range plan for the System that encompasses the ensuing twenty (20) year period (the "Long Range Plan"). If the SWSGB fails to produce a Long Range Plan by December 31, 2011, the Skagit County Board of Commissioners may adopt a Long Range Plan.

13.1.4 Requests for Proposals for privatization of all or any part of the System, including approval of any System/Operator Agreement (or similar agreement) for private parties

(and/or third parties who are not signatories to this Agreement) seeking to become a part of the System;

13.1.5 Changes to tipping rates, which shall be done in a manner consistent with the other terms and conditions of this Agreement;

13.1.6 The annual operating budget for the following year. Provided, however, the SWSBG's approval shall be limited to approval of the overall budget based on a desired level of service ("LOS"), and shall not include the right to line-item veto individual proposed budget expenditures.

The SWSBG may direct the County to perform and/or commission any such studies as are necessary toward making reasoned and informed Significant Solid Waste Decisions, all costs of which shall be paid as System costs.

13.2 Powers Not Enumerated. Any powers not enumerated herein and assigned to the SWSBG shall be retained by the Skagit County Department of Public Works.

13.3 Regular Members. The SWSBG shall consist of at least one representative of each party executing this Agreement.

13.4 Meetings. The SWSBG shall meet a minimum of at twice each calendar year, or as often as otherwise needed to adequately deliberate upon and decide Significant Solid Waste Decisions (as defined in Section 13.1, above), or for other purposes (such other purposes including, but not limited to, review of the status of the solid waste disposal system, and review of any recommendations from the Solid Waste Advisory Committee).

13.5 Decisions of SWSBG Initiated by County. The County shall retain responsibility for day-to-day operations of the System. Without diminishing the power afforded the SWSBG pursuant to ¶13.1, supra, the County may request a decision as to a Significant Solid Waste Decision from the SWSBG. After submitting any Significant Solid Waste Decision to the SWSBG that is within the scope set forth in Section 13.1 (above), the SWSBG shall render a decision within sixty (60) days. Upon a finding by the SWSBG that additional time is needed in which to render a decision, the SWSBG may extend the decision timeline for an additional 60 days. In addition to the foregoing, upon a finding by the County Public Works Director that any Significant Solid Waste Decision constitutes an emergency that threatens the operation of the System, the SWSBG may be convened on an emergency basis three (3) days after notice to each Party to this Agreement. The County shall submit requests for decisions from the SWSBG regarding Significant Solid Waste Decisions in writing. In the event that the County does not receive a final written decision from the SWSBG within sixty (60) days (or 120 days if properly extended as set forth above), the County may take action consistent with the best interests of the System within the scope of the Significant Solid Waste Decision initially sought.

13.6 SWSBG Voting. All decisions of the SWSBG envisioned herein shall be done by majority vote, and immediately reduced to writing and provided to the County. A quorum shall consist of a simple majority of the Municipal members of the SWSBG. Counting of Municipal members present for the purposes of a quorum shall be based on the presence of one Municipal representative. A transcript shall be made of each SWSBG meeting. Each party shall have one vote weighted as follows: the population of each party's jurisdiction divided by the total Skagit County population, as established by the most recent U.S. Census, expressed as a percentage of 100%, rounded to the nearest tenth.

13.6.1 Based on the 2000 U.S. Census establishing a total County population of 102,979 (and subject to modification after each new census), each party's vote shall be as follows:

Anacortes	16,400	15.9%	
Burlington	8,400	8.2%	
Sedro-Woolley	9,945	9.7%	
Mount Vernon	29,390	28.5%	
La Conner	900	0.9%	
Hamilton	330	0.3%	
Lyman	450	0.4%	
Concrete	832	0.8%	
County	36,332	35.3%	

Any party with less than 5% percentage vote may assign their vote to any other party by written proxy duly executed by the assignor's executive authority..

14.7 Extraordinary Veto by Board of Commissioners. The Skagit County Board of Commissioners (by action of the Skagit County Board of Commissioners) may veto any final decision of the SWSGB within thirty (30) days of any final decision by the SWSGB on the sole grounds that a final decision of the SWSGB will: (a) jeopardize the long-term viability of the System; and/or (b) is contrary to State law governing operation of the System. Any final decision of the SWSGB vetoed by the Skagit County Board of Commissioners pursuant to this paragraph shall be returned to the SWSGB for further deliberation. In the event the SWSGB and the Skagit County Board of County Commissioners cannot agree after veto and remand of any final decision within twenty (20) days, the matter shall be submitted to final, binding arbitration before a single arbitrator to be selected within thirty (30) days by the Presiding Judge, Skagit County Superior Court. The arbitration shall be held at a mutually convenient time and location with Skagit County, not less than forty-five (45) days after the selection of the arbitrator. Any arbitration shall apply the laws of the State of Washington. Each party shall bear its own costs and fees in the event of any such arbitration. The parties must each submit a concise statement setting forth a proposed resolution to the dispute, from which the arbitrator shall choose on the basis of its consistency with this Agreement. The arbitrator's decision shall be final and binding on the parties. The arbitrator may award the prevailing party their reasonable attorney fees and costs, including expert and consultant fees. Any arbitrated dispute shall be maintained by individual parties to this Agreement and not the System, and attorney fees and costs fixed by the arbitrator shall not be assessed as System costs. The arbitrator's decision may be entered by any party in Skagit County Superior Court.

15. NO THIRD PARTY BENEFICIARIES: This Agreement is not entered into with the intent that it shall benefit any Municipality not signing this Agreement and no other person or entity shall be entitled to be treated as a third party beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of any other party.

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

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

18. COMPLIANCE WITH LAWS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. The parties shall obtain and comply with any and all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement.

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

20. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

21. TIME OF PERFORMANCE: Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

22. NO SEPARATE ENTITY: It is not the intention that a separate legal entity be established to conduct this cooperative undertaking, and no separate legal entity is established by this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2007

APPROVED:

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

\_\_\_\_\_  
SHARON D. DILLON, Chair

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

\_\_\_\_\_  
KENNETH A. DAHLSTEDT, Commissioner

Recommended:

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

By: \_\_\_\_\_  
Budget & Finance Administrator

Approved as to Indemnification:

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

Approved as to Form:

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

Attest:

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

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Sharon Dillon, Don Munks, and/or Kenneth A. Dahlstedt is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(SEAL)

\_\_\_\_\_

Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**CITY OF MOUNT VERNON:**

\_\_\_\_\_  
BUD NORRIS, Mayor  
(Date \_\_\_\_\_)

Mailing Address:  
City of Mount Vernon  
910 Cleveland Avenue  
P.O. Box 809  
Mount Vernon WA, 98273

STATE OF WASHINGTON    )  
  ) SS  
COUNTY OF SKAGIT     )

I certify that I know or have satisfactory evidence that Bud Norris is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the City of Mount Vernon, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**CITY OF ANACORTES:**

\_\_\_\_\_  
DEAN MAXWELL, Mayor  
(Date \_\_\_\_\_)

Mailing Address:

City of Anacortes  
City Hall  
P.O. Box 547  
Anacortes, WA 98221

STATE OF WASHINGTON    )  
  ) SS  
COUNTY OF SKAGIT        )

I certify that I know or have satisfactory evidence that Dean Maxwell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the City of Anacortes, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**CITY OF BURLINGTON:**

\_\_\_\_\_  
ED BRUNZ, Mayor  
(Date \_\_\_\_\_)

Mailing Address:  
City of Burlington  
900 East Fairhaven Avenue  
Burlington, WA 98233

STATE OF WASHINGTON    )  
  ) SS  
COUNTY OF SKAGIT        )

I certify that I know or have satisfactory evidence that Roger "Gus" Tjeerdsma is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the City of Burlington, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**CITY OF SEDRO-WOOLLEY:**

\_\_\_\_\_  
MIKE ANDERSON, Mayor  
(Date \_\_\_\_\_)

Mailing Address:  
Sedro-Woolley City Hall  
720 Murdock Street  
Sedro-Woolley, WA 98284

STATE OF WASHINGTON    )  
  ) SS  
COUNTY OF SKAGIT        )

I certify that I know or have satisfactory evidence that Mike Anderson is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was duly authorized execute the instrument and acknowledged it as Mayor of the City of Sedro-Woolley, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2007.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**TOWN OF LA CONNER:**

\_\_\_\_\_  
WAYNE EVERTON, Mayor  
(Date \_\_\_\_\_)

Mailing Address:  
Town of La Conner  
P.O. Box 400  
La Conner, WA 98257

STATE OF WASHINGTON    )  
  ) SS  
COUNTY OF SKAGIT        )

I certify that I know or have satisfactory evidence that Wayne Everton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the Town of La Conner, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**TOWN OF CONCRETE:**

\_\_\_\_\_  
Judd Wilson, Jr., Mayor  
(Date \_\_\_\_\_)

Mailing Address:  
Town of Concrete  
P.O. Box 39  
Concrete, WA 98237

STATE OF WASHINGTON    )  
  ) SS  
COUNTY OF SKAGIT        )

I certify that I know or have satisfactory evidence that Jack R. Billman, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the Town of Concrete, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**TOWN OF LYMAN:**

\_\_\_\_\_  
DEBORAH HEINZMAN, Mayor  
(Date \_\_\_\_\_)

Mailing Address:  
Town of Lyman  
8334 S Main St  
Lyman, WA 98263-9800

STATE OF WASHINGTON    )  
  ) SS  
COUNTY OF SKAGIT        )

I certify that I know or have satisfactory evidence that Chris Stormount is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the Town of Lyman, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**TOWN OF HAMILTON:**

\_\_\_\_\_  
TIMOTHY BATES, Mayor  
(Date \_\_\_\_\_)

Mailing Address:

Town of Hamilton  
584 Maple St.  
P.O. Box 528  
Hamilton, WA 98255

STATE OF WASHINGTON    )  
  ) SS  
COUNTY OF SKAGIT        )

I certify that I know or have satisfactory evidence that Timothy Bates is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the Town of Hamilton, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Eron Berg**

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:07 PM  
**To:** Will W. Honea; Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** RE: Solid Waste System Governance Board

Eron

This email is addressed to your council as well.

WH

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:00 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** Solid Waste System Governance Board

**Eron,**

I was unable to make the council meeting last night as I was dealing with FEMA flood mapping issues, i.e., attempting to protect, among other things, the community you live in and the community you work in from laboring under inappropriately high flood elevations.

Rather than thanks, we were greeted today with a newspaper article full of more bogus objections to the Solid Waste System Governance Board proposal. Each of the issues you are raising we discussed extensively before the agreement was presented at the January Municipalities Committee meeting. Mr. Requa insists in yesterday's Herald that we "get it right", but doesn't bother to explain what he sees as the problem. (I find this particularly troubling given Mr. Requa's financial entanglements with Deluxe and their proposal.) This is the first time you've raised the issue of liability as posing a problem, and, moreover, I've yet to hear any ideas about what should be done other than what we've proposed, now or back in December when we put this agreement together. Now, half the municipalities in the County have executed the agreement, and, as you are fully aware, it would be virtually impossible to go back and start making changes.

As I explained to you in great detail in December, we are seeking to wrap all MTCA liability into the System to avoid spending endless time, money and legal resources attempting to partition liability. It is totally false to represent to anyone that we're asking Sedro-Woolley to pay anything. If there are liabilities, we pay for them through the System, through appropriate rate-setting. It's extremely simple. There are numerous landfills around the County at which everyone disposed waste, and the inevitable MTCA fights those involve use up resources that would be far better spent attacking the problem directly and jointly, which also allows the community to present a united front with respect to Ecology, insurers, as well as other potentially liable parties. There is no good faith objection to the legal approach or substantive merits of the idea, and you've never raised any. It is of course conceivable you have concluded that Sedro-Woolley is likely to come out somehow marginally worse off by joining forces with the rest of the community on this issue, and I'd be happy to review the economic study that allows you make such a contention. Since it appears is no such analysis, I'm making the logical conclusion that this latest objection is simply another red herring designed to footdrag in an effort to do what you believe is necessary to protect the Deluxe proposal, into which you have sunk extensive City resources into accommodating Deluxe before they so much as submitted for a permit.

State law puts management of the solid waste system in the hands of the County, and your statements to the contrary are flat wrong. (You keep saying this in the newspaper, but have yet to offer a single word of legal authority for your assertions.)

2/8/2008

As we both fully understand and have discussed on several occasions, the Cimarron / Ray Sizemore litigation against Skagit County is almost entirely driven by Deluxe / Larry McCarter, which explains why Deluxe was at the mediation with Cimarron last fall, running the show and dictating the terms of any potential settlement. (After the last several years of history around this issue, it is surprising indeed to see you getting into bed with Ray Sizemore.)

Bottom line, Deluxe is not going to get a contract, permit or anything else by using suing the County over the Cimarron agreement by proxy – which, as you and I have discussed at length, is the course of action you are promoting by trying to block the governance board proposal. And please rest assured that you and your Mayor's questionably extensive involvement in paving the way for Deluxe's proposal will become the subject of extensive subpoena and discovery should the Cimarron lawsuit proceed forward. It will become highly relevant the extent to which Mr. McCarter is whispering in your, Mayor Anderson's and Mr. Requa's ears about the manner and form in which the community's solid waste system should be structured and operated, and there is little question that is going on.

**I'll say this again, because the message doesn't seem to be getting through:** As someone who has considerably more experience in business than you, I can assure you that no one here at the County has anything against private business or privatizing the System in whole or in part, and there is a great deal of willingness to discuss that as the path forward. Deluxe says it can reduce rates and increase recycling. If Deluxe advances a proposal demonstrating they can accomplish that, there is a high likelihood the community will buy off on it. There is a great deal of willingness on the part of the County to consider and listen to the Deluxe proposal on its merits, in cooperation and conjunction with the County's municipal partners. But Sedro-Woolley isn't simply looking to dispose of its own waste at the Deluxe System: you are insisting that we agree to allow the entire undifferentiated waste stream from the unincorporated county to go to the Deluxe facility.

Sedro-Woolley is demanding the exact same thing that Ray Sizemore and Cimarron were demanding, a course of action that this community soundly rejected last year, something that Sedro-Woolley and you personally, if I recall, publicly opposed. The bottom line of what you are seeking is a pre-arranged decision that the County will agree to the Deluxe / Sedro-Woolley plan for the community's solid waste system. That simply isn't going to happen, and it is deeply troubling from the standpoint of good governance that Sedro-Woolley and you are demanding such a thing.

We are not interested in further "negotiating" anything, in part a recognition of the fact that you are simply throwing up roadblocks in a misguided attempt to kill the governance board proposal. There was a question raised about what will happen if Sedro-Woolley doesn't sign the agreement. If Sedro-Woolley doesn't plan on signing the governance board agreement, it simply means Sedro-Woolley won't have a vote in the upcoming decisions going forward, one of which will inevitably involve questions of privatization. Sedro-Woolley will, in any event, be expected to conform with its existing solid waste interlocal agreement until 2013 (which we will actively enforce), and Sedro-Woolley can then develop its own solid waste plan thereafter as it sees fit.

Let me know if you have any questions. If you would like me to come to the next council meeting to discuss and answer questions, I'll be happy to do so.

Best Regards,

Will Honea  
Chief Civil Deputy  
Skagit County Prosecuting Attorney

**Eron Berg**

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:25 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** RE: Solid Waste System Governance Board

**Eron**

I'll be happy to show up and answer questions, but you are fully capable of answering them yourself were you actually motivated to do so.

I apologize for the tone of my email, but the games have to stop.

The course of action you are pursuing is going to end in a litigation mess, and you will get dragged into it. I like Larry McCarter personally, and I (and others) think his business model might well make sense. But it is also true he was involved in years of litigation up in Whatcom County before RDS started up, litigating his way into the garbage business. Your actions are pushing our community in that direction as well, something I think you are failing to appreciate. Taking an open and democratic approach to structuring the solid waste system makes a great deal of sense, and it is all we are trying to do by putting the governance board in place. It is more than a little surprising that you, of all people, are standing in the way of that.

As you are well aware, Cimarron is merely a front for Deluxe's interests in the litigation against the County, and they have subpoenaed both Commissioners Munks and Dahlstedt, to dig up personal information having nothing to do with the litigation, i.e., to try to pressure the Commissioners into giving Deluxe something the law won't allow and common sense dictates against.

It's hardly any secret that Larry McCarter is feeding you guys information and suggestions about how to structure the County garbage system to accommodate his plans, and there's hardly any secret that Mr. Requa's firm is going the permitting and engineering for Deluxe. I want you to understand that all of this will become highly relevant and highly public if the litigation goes forward, so there are no surprises, wounded feeling, etc. when that comes to pass as a result of your present course of action.

The County has 100% authority over the solid waste system as things sit. If the goal was to block the Deluxe proposal, why would the County be giving away power? Does that basic concept not register here?

WH

---

**From:** Eron Berg  
**Sent:** Thursday, January 24, 2008 3:08 PM  
**To:** Will W. Honea  
**Cc:** Mike Anderson  
**Subject:** RE: Solid Waste System Governance Board

Will,

Yes, please do come to our meeting on the 13<sup>th</sup> of February. I think the Council would like to hear directly from you on some of these issues.

I have not read the paper today so I do not know what they reported. I don't believe I have said anything that you would have any legal quarrels with and if that appears so in the paper please ask rather than assume.

2/8/2008

Mayor Anderson and I will be happy to honor any lawful subpoenas or requests for information. I do not believe we are acting illegally or improperly. I don't appreciate your comments in that regard – they are not helpful to anyone.

Eron

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:00 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** Solid Waste System Governance Board

Eron,

I was unable to make the council meeting last night as I was dealing with FEMA flood mapping issues, i.e., attempting to protect, among other things, the community you live in and the community you work in from laboring under inappropriately high flood elevations.

Rather than thanks, we were greeted today with a newspaper article full of more bogus objections to the Solid Waste System Governance Board proposal. Each of the issues you are raising we discussed extensively before the agreement was presented at the January Municipalities Committee meeting. Mr. Requa insists in yesterday's Herald that we "get it right", but doesn't bother to explain what he sees as the problem. (I find this particularly troubling given Mr. Requa's financial entanglements with Deluxe and their proposal.) This is the first time you've raised the issue of liability as posing a problem, and, moreover, I've yet to hear any ideas about what should be done other than what we've proposed, now or back in December when we put this agreement together. Now, half the municipalities in the County have executed the agreement, and, as you are fully aware, it would be virtually impossible to go back and start making changes.

As I explained to you in great detail in December, we are seeking to wrap all MTCA liability into the System to avoid spending endless time, money and legal resources attempting to partition liability. It is totally false to represent to anyone that we're asking Sedro-Woolley to pay anything. If there are liabilities, we pay for them through the System, through appropriate rate-setting. It's extremely simple. There are numerous landfills around the County at which everyone disposed waste, and the inevitable MTCA fights those involve use up resources that would be far better spent attacking the problem directly and jointly, which also allows the community to present a united front with respect to Ecology, insurers, as well as other potentially liable parties. There is no good faith objection to the legal approach or substantive merits of the idea, and you've never raised any. It is of course conceivable you have concluded that Sedro-Woolley is likely to come out somehow marginally worse off by joining forces with the rest of the community on this issue, and I'd be happy to review the economic study that allows you make such a contention. Since it appears is no such analysis, I'm making the logical conclusion that this latest objection is simply another red herring designed to footdrag in an effort to do what you believe is necessary to protect the Deluxe proposal, into which you have sunk extensive City resources into accommodating Deluxe before they so much as submitted for a permit.

State law puts management of the solid waste system in the hands of the County, and your statements to the contrary are flat wrong. (You keep saying this in the newspaper, but have yet to offer a single word of legal authority for your assertions.)

As we both fully understand and have discussed on several occasions, the Cimarron / Ray Sizemore litigation against Skagit County is almost entirely driven by Deluxe / Larry McCarter, which explains why Deluxe was at the mediation with Cimarron last fall, running the show and dictating the terms of any potential settlement. (After the last several years of history around this issue, it is surprising indeed to see you getting into bed with Ray Sizemore.)

Bottom line, Deluxe is not going to get a contract, permit or anything else by using suing the County over the Cimarron agreement by proxy – which, as you and I have discussed at length, is the course of action you are promoting by trying to block the governance board proposal. And please rest assured that you and your Mayor's questionably extensive involvement in paving the way for Deluxe's proposal will become the subject of extensive

subpoena and discovery should the Cimarron lawsuit proceed forward. It will become highly relevant the extent to which Mr. McCarter is whispering in your, Mayor Anderson's and Mr. Requa's ears about the manner and form in which the community's solid waste system should be structured and operated, and there is little question that is going on.

**I'll say this again, because the message doesn't seem to be getting through:** As someone who has considerably more experience in business than you, I can assure you that no one here at the County has anything against private business or privatizing the System in whole or in part, and there is a great deal of willingness to discuss that as the path forward. Deluxe says it can reduce rates and increase recycling. If Deluxe advances a proposal demonstrating they can accomplish that, there is a high likelihood the community will buy off on it. There is a great deal of willingness on the part of the County to consider and listen to the Deluxe proposal on its merits, in cooperation and conjunction with the County's municipal partners. But Sedro-Woolley isn't simply looking to dispose of its own waste at the Deluxe System: you are insisting that we agree to allow the entire undifferentiated waste stream from the unincorporated county to go to the Deluxe facility.

Sedro-Woolley is demanding the exact same thing that Ray Sizemore and Cimarron were demanding, a course of action that this community soundly rejected last year, something that Sedro-Woolley and you personally, if I recall, publicly opposed. The bottom line of what you are seeking is a pre-arranged decision that the County will agree to the Deluxe / Sedro-Woolley plan for the community's solid waste system. That simply isn't going to happen, and it is deeply troubling from the standpoint of good governance that Sedro-Woolley and you are demanding such a thing.

We are not interested in further "negotiating" anything, in part a recognition of the fact that you are simply throwing up roadblocks in a misguided attempt to kill the governance board proposal. There was a question raised about what will happen if Sedro-Woolley doesn't sign the agreement. If Sedro-Woolley doesn't plan on signing the governance board agreement, it simply means Sedro-Woolley won't have a vote in the upcoming decisions going forward, one of which will inevitably involve questions of privatization. Sedro-Woolley will, in any event, be expected to conform with its existing solid waste interlocal agreement until 2013 (which we will actively enforce), and Sedro-Woolley can then develop its own solid waste plan thereafter as it sees fit.

Let me know if you have any questions. If you would like me to come to the next council meeting to discuss and answer questions, I'll be happy to do so.

Best Regards,

Will Honea  
Chief Civil Deputy  
Skagit County Prosecuting Attorney

## Eron Berg

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:29 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** RE: Solid Waste System Governance Board

Also, if you have any specific issues related to liability or other issues, I'd like to get them a week or so in advance of the February 13 council meeting so I can coherently address them. I will be really, really unhappy if I show to the Council meeting for an ambush of issues I'm hearing for the first time.

WH

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:25 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** RE: Solid Waste System Governance Board

**Eron**

I'll be happy to show up and answer questions, but you are fully capable of answering them yourself were you actually motivated to do so.

I apologize for the tone of my email, but the games have to stop.

The course of action you are pursuing is going to end in a litigation mess, and you will get dragged into it. I like Larry McCarter personally, and I (and others) think his business model might well make sense. But it is also true he was involved in years of litigation up in Whatcom County before RDS started up, litigating his way into the garbage business. Your actions are pushing our community in that direction as well, something I think you are failing to appreciate. Taking an open and democratic approach to structuring the solid waste system makes a great deal of sense, and it is all we are trying to do by putting the governance board in place. It is more than a little surprising that you, of all people, are standing in the way of that.

As you are well aware, Cimarron is merely a front for Deluxe's interests in the litigation against the County, and they have subpoenaed both Commissioners Munks and Dahlstedt, to dig up personal information having nothing to do with the litigation, i.e., to try to pressure the Commissioners into giving Deluxe something the law won't allow and common sense dictates against.

It's hardly any secret that Larry McCarter is feeding you guys information and suggestions about how to structure the County garbage system to accommodate his plans, and there's hardly any secret that Mr. Requa's firm is going the permitting and engineering for Deluxe. I want you to understand that all of this will become highly relevant and highly public if the litigation goes forward, so there are no surprises, wounded feeling, etc. when that comes to pass as a result of your present course of action.

The County has 100% authority over the solid waste system as things sit. If the goal was to block the Deluxe proposal, why would the County be giving away power? Does that basic concept not register here?

WH

---

**From:** Eron Berg  
**Sent:** Thursday, January 24, 2008 3:08 PM  
**To:** Will W. Honea

2/8/2008

**Cc:** Mike Anderson  
**Subject:** RE: Solid Waste System Governance Board

Will,

Yes, please do come to our meeting on the 13<sup>th</sup> of February. I think the Council would like to hear directly from you on some of these issues.

I have not read the paper today so I do not know what they reported. I don't believe I have said anything that you would have any legal quarrels with and if that appears so in the paper please ask rather than assume.

Mayor Anderson and I will be happy to honor any lawful subpoenas or requests for information. I do not believe we are acting illegally or improperly. I don't appreciate your comments in that regard – they are not helpful to anyone.

Eron

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:00 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** Solid Waste System Governance Board

Eron,

I was unable to make the council meeting last night as I was dealing with FEMA flood mapping issues, i.e., attempting to protect, among other things, the community you live in and the community you work in from laboring under inappropriately high flood elevations.

Rather than thanks, we were greeted today with a newspaper article full of more bogus objections to the Solid Waste System Governance Board proposal. Each of the issues you are raising we discussed extensively before the agreement was presented at the January Municipalities Committee meeting. Mr. Requa insists in yesterday's Herald that we "get it right", but doesn't bother to explain what he sees as the problem. (I find this particularly troubling given Mr. Requa's financial entanglements with Deluxe and their proposal.) This is the first time you've raised the issue of liability as posing a problem, and, moreover, I've yet to hear any ideas about what should be done other than what we've proposed, now or back in December when we put this agreement together. Now, half the municipalities in the County have executed the agreement, and, as you are fully aware, it would be virtually impossible to go back and start making changes.

As I explained to you in great detail in December, we are seeking to wrap all MTCA liability into the System to avoid spending endless time, money and legal resources attempting to partition liability. It is totally false to represent to anyone that we're asking Sedro-Woolley to pay anything. If there are liabilities, we pay for them through the System, through appropriate rate-setting. It's extremely simple. There are numerous landfills around the County at which everyone disposed waste, and the inevitable MTCA fights those involve use up resources that would be far better spent attacking the problem directly and jointly, which also allows the community to present a united front with respect to Ecology, insurers, as well as other potentially liable parties. There is no good faith objection to the legal approach or substantive merits of the idea, and you've never raised any. It is of course conceivable you have concluded that Sedro-Woolley is likely to come out somehow marginally worse off by joining forces with the rest of the community on this issue, and I'd be happy to review the economic study that allows you make such a contention. Since it appears is no such analysis, I'm making the logical conclusion that this latest objection is simply another red herring designed to footdrag in an effort to do what you believe is necessary to protect the Deluxe proposal, into which you have sunk extensive City resources into accommodating Deluxe before they so much as submitted for a permit.

State law puts management of the solid waste system in the hands of the County, and your statements to the

contrary are flat wrong. (You keep saying this in the newspaper, but have yet to offer a single word of legal authority for your assertions.)

As we both fully understand and have discussed on several occasions, the Cimarron / Ray Sizemore litigation against Skagit County is almost entirely driven by Deluxe / Larry McCarter, which explains why Deluxe was at the mediation with Cimarron last fall, running the show and dictating the terms of any potential settlement. (After the last several years of history around this issue, it is surprising indeed to see you getting into bed with Ray Sizemore.)

Bottom line, Deluxe is not going to get a contract, permit or anything else by using suing the County over the Cimarron agreement by proxy – which, as you and I have discussed at length, is the course of action you are promoting by trying to block the governance board proposal. And please rest assured that you and your Mayor's questionably extensive involvement in paving the way for Deluxe's proposal will become the subject of extensive subpoena and discovery should the Cimarron lawsuit proceed forward. It will become highly relevant the extent to which Mr. McCarter is whispering in your, Mayor Anderson's and Mr. Requa's ears about the manner and form in which the community's solid waste system should be structured and operated, and there is little question that is going on.

**I'll say this again, because the message doesn't seem to be getting through:** As someone who has considerably more experience in business than you, I can assure you that no one here at the County has anything against private business or privatizing the System in whole or in part, and there is a great deal of willingness to discuss that as the path forward. Deluxe says it can reduce rates and increase recycling. If Deluxe advances a proposal demonstrating they can accomplish that, there is a high likelihood the community will buy off on it. There is a great deal of willingness on the part of the County to consider and listen to the Deluxe proposal on its merits, in cooperation and conjunction with the County's municipal partners. But Sedro-Woolley isn't simply looking to dispose of its own waste at the Deluxe System: you are insisting that we agree to allow the entire undifferentiated waste stream from the unincorporated county to go to the Deluxe facility.

Sedro-Woolley is demanding the exact same thing that Ray Sizemore and Cimarron were demanding, a course of action that this community soundly rejected last year, something that Sedro-Woolley and you personally, if I recall, publicly opposed. The bottom line of what you are seeking is a pre-arranged decision that the County will agree to the Deluxe / Sedro-Woolley plan for the community's solid waste system. That simply isn't going to happen, and it is deeply troubling from the standpoint of good governance that Sedro-Woolley and you are demanding such a thing.

We are not interested in further "negotiating" anything, in part a recognition of the fact that you are simply throwing up roadblocks in a misguided attempt to kill the governance board proposal. There was a question raised about what will happen if Sedro-Woolley doesn't sign the agreement. If Sedro-Woolley doesn't plan on signing the governance board agreement, it simply means Sedro-Woolley won't have a vote in the upcoming decisions going forward, one of which will inevitably involve questions of privatization. Sedro-Woolley will, in any event, be expected to conform with its existing solid waste interlocal agreement until 2013 (which we will actively enforce), and Sedro-Woolley can then develop its own solid waste plan thereafter as it sees fit.

Let me know if you have any questions. If you would like me to come to the next council meeting to discuss and answer questions, I'll be happy to do so.

Best Regards,

Will Honea  
Chief Civil Deputy  
Skagit County Prosecuting Attorney

**Eron Berg**

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 5:45 PM  
**To:** Eron Berg  
**Cc:** 'fwhite@skagitvalleyherald.com'  
**Subject:** RE: Solid Waste System Governance Board

**Eron**

Thanks for the questions. Here are my responses in text below. Since you have brought Ms. White into the discussion, I suggest we simply carbon copy her on our emails going forward.

Because we both know that the source of the objections lies with the Deluxe proposal, please understand that I'm having a really hard time not getting frustrated with the various new objections you keep raising, particularly since the proposal we've put out there is exactly what the cities have been agitating to obtain for many years.

Best Regards,

Will Honea

---

**From:** Eron Berg  
**Sent:** Thursday, January 24, 2008 3:41 PM  
**To:** Will W. Honea  
**Subject:** RE: Solid Waste System Governance Board

Sure, the Council was interested in the following:

1. How many landfills are in Skagit County; how many need to be cleaned-up? We don't know, and the appropriate question is how many sites on which we (collectively) will be named as a potentially liable party. No one can know that. The Governor's Puget Sound initiative focuses on cleaning these things up. The point, as you and I have discussed extensively when we put this agreement together, is that all the municipalities disposed in many different locations, and when we have to clean them up it is far better if we are approaching them cooperatively. There is some reason to believe that Sedro-Woolley disposed of waste at the Whitmarsh landfill, and please understand that we are considering whether to name Sedro-Woolley as a contributing party. Obviously, you will be forced to hire outside counsel when that happens to defend the City. Multiply that times all the different municipalities, and you have a pretty clear explanation as to why joining our fate together in a common approach makes sense. It seems clear that Sedro-Woolley disposed at the Panorama dump, another site on Ecology's upcoming hit list. I don't have a comprehensive list of all the dump sites, and the point of this proposal, as you are well aware, does not include a comprehensive study of all the potential sites in Skagit County where Sedro-Woolley might be conceivable liable, nor is anyone able to provide one. Honestly, I'm not really interested in performing a study for you as to all the sites where there is potential liability for your city. You need to make that assessment, based on something besides my say-so.

We are talking about contingent liabilities, and the question is whether our community will be better off if we address these questions together, or whether we devolve into a series of litigious messes every time Ecology points the finger at a dump site. I will try to provide a

little bit more information at the meeting, but please understand that it is not my intention to try and provide a comprehensive discussion of all contingent liabilities, the word contingent being operative. No one is asking Sedro-Woolley to pay anything (contrary to what you were quoted as saying in today's article), but rather to join collectively to address contingent liabilities going forward. The fact of the matter is that you know all this, and it is really frustrating for me to see you simply throwing up successive new roadblocks. You and the city are going to have to decide whether you want to pursue a go-it-alone approach, or whether you intend to become part of a collective effort to keep down rates and minimize liability. I would submit that the former approach is not in anyone's interest.

2. Where are they located? See above.
3. What is the impact of the proposed SWSGB structure on potential future requests for privatization (compared to the current structure)? Currently, the cities simply have an advisory role, and under the current structure the decision whether to privatize rests with the County, although the current interlocal does seem to require actions be taken with the cities having an opportunity to weigh in. We are proposing to give the cities a direct voice, which is something that the cities have long agitated for. There is absolutely nothing in the SWSGB structure that precludes private proposals and privatization. We've discussed this at great length, so please understand my irritation at it continuing to come up.

Thanks for your help with this information.

Eron

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:29 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** RE: Solid Waste System Governance Board

Also, if you have any specific issues related to liability or other issues, I'd like to get them a week or so in advance of the February 13 council meeting so I can coherently address them. I will be really, really unhappy if I show to the Council meeting for an ambush of issues I'm hearing for the first time.

WH

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:25 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** RE: Solid Waste System Governance Board

Eron

I'll be happy to show up and answer questions, but you are fully capable of answering them yourself were you actually motivated to do so.

I apologize for the tone of my email, but the games have to stop.

The course of action you are pursuing is going to end in a litigation mess, and you will get dragged into it. I like Larry McCarter personally, and I (and others) think his business model might well make sense. But it is also true he was involved in years of litigation up in Whatcom County before RDS started up, litigating his way into the

garbage business. Your actions are pushing our community in that direction as well, something I think you are failing to appreciate. Taking an open and democratic approach to structuring the solid waste system makes a great deal of sense, and it is all we are trying to do by putting the governance board in place. It is more than a little surprising that you, of all people, are standing in the way of that.

As you are well aware, Cimarron is merely a front for Deluxe's interests in the litigation against the County, and they have subpoenaed both Commissioners Munks and Dahlstedt, to dig up personal information having nothing to do with the litigation, i.e., to try to pressure the Commissioners into giving Deluxe something the law won't allow and common sense dictates against.

It's hardly any secret that Larry McCarter is feeding you guys information and suggestions about how to structure the County garbage system to accommodate his plans, and there's hardly any secret that Mr. Requa's firm is going the permitting and engineering for Deluxe. I want you to understand that all of this will become highly relevant and highly public if the litigation goes forward, so there are no surprises, wounded feeling, etc. when that comes to pass as a result of your present course of action.

The County has 100% authority over the solid waste system as things sit. If the goal was to block the Deluxe proposal, why would the County be giving away power? Does that basic concept not register here?

WH

---

**From:** Eron Berg  
**Sent:** Thursday, January 24, 2008 3:08 PM  
**To:** Will W. Honea  
**Cc:** Mike Anderson  
**Subject:** RE: Solid Waste System Governance Board

Will,

Yes, please do come to our meeting on the 13<sup>th</sup> of February. I think the Council would like to hear directly from you on some of these issues.

I have not read the paper today so I do not know what they reported. I don't believe I have said anything that you would have any legal quarrels with and if that appears so in the paper please ask rather than assume.

Mayor Anderson and I will be happy to honor any lawful subpoenas or requests for information. I do not believe we are acting illegally or improperly. I don't appreciate your comments in that regard – they are not helpful to anyone.

Eron

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:00 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** Solid Waste System Governance Board

Eron,

I was unable to make the council meeting last night as I was dealing with FEMA flood mapping issues, i.e., attempting to protect, among other things, the community you live in and the community you work in from laboring under inappropriately high flood elevations.

Rather than thanks, we were greeted today with a newspaper article full of more bogus objections to the Solid Waste System Governance Board proposal. Each of the issues you are raising we discussed extensively before the agreement was presented at the January Municipalities Committee meeting. Mr. Requa insists in yesterday's Herald that we "get it right", but doesn't bother to explain what he sees as the problem. (I find this particularly troubling given Mr. Requa's financial entanglements with Deluxe and their proposal.) This is the first time you've raised the issue of liability as posing a problem, and, moreover, I've yet to hear any ideas about what should be done other than what we've proposed, now or back in December when we put this agreement together. Now, half the municipalities in the County have executed the agreement, and, as you are fully aware, it would be virtually impossible to go back and start making changes.

As I explained to you in great detail in December, we are seeking to wrap all MTCA liability into the System to avoid spending endless time, money and legal resources attempting to partition liability. It is totally false to represent to anyone that we're asking Sedro-Woolley to pay anything. If there are liabilities, we pay for them through the System, through appropriate rate-setting. It's extremely simple. There are numerous landfills around the County at which everyone disposed waste, and the inevitable MTCA fights those involve use up resources that would be far better spent attacking the problem directly and jointly, which also allows the community to present a united front with respect to Ecology, insurers, as well as other potentially liable parties. There is no good faith objection to the legal approach or substantive merits of the idea, and you've never raised any. It is of course conceivable you have concluded that Sedro-Woolley is likely to come out somehow marginally worse off by joining forces with the rest of the community on this issue, and I'd be happy to review the economic study that allows you make such a contention. Since it appears is no such analysis, I'm making the logical conclusion that this latest objection is simply another red herring designed to footdrag in an effort to do what you believe is necessary to protect the Deluxe proposal, into which you have sunk extensive City resources into accommodating Deluxe before they so much as submitted for a permit.

State law puts management of the solid waste system in the hands of the County, and your statements to the contrary are flat wrong. (You keep saying this in the newspaper, but have yet to offer a single word of legal authority for your assertions.)

As we both fully understand and have discussed on several occasions, the Cimarron / Ray Sizemore litigation against Skagit County is almost entirely driven by Deluxe / Larry McCarter, which explains why Deluxe was at the mediation with Cimarron last fall, running the show and dictating the terms of any potential settlement. (After the last several years of history around this issue, it is surprising indeed to see you getting into bed with Ray Sizemore.)

Bottom line, Deluxe is not going to get a contract, permit or anything else by using suing the County over the Cimarron agreement by proxy – which, as you and I have discussed at length, is the course of action you are promoting by trying to block the governance board proposal. And please rest assured that you and your Mayor's questionably extensive involvement in paving the way for Deluxe's proposal will become the subject of extensive subpoena and discovery should the Cimarron lawsuit proceed forward. It will become highly relevant the extent to which Mr. McCarter is whispering in your, Mayor Anderson's and Mr. Requa's ears about the manner and form in which the community's solid waste system should be structured and operated, and there is little question that is going on.

**I'll say this again, because the message doesn't seem to be getting through:** As someone who has considerably more experience in business than you, I can assure you that no one here at the County has anything against private business or privatizing the System in whole or in part, and there is a great deal of willingness to discuss that as the path forward. Deluxe says it can reduce rates and increase recycling. If Deluxe advances a proposal demonstrating they can accomplish that, there is a high likelihood the community will buy off on it.

There is a great deal of willingness on the part of the County to consider and listen to the Deluxe proposal on its merits, in cooperation and conjunction with the County's municipal partners. But Sedro-Woolley isn't simply looking to dispose of its own waste at the Deluxe System: you are insisting that we agree to allow the entire undifferentiated waste stream from the unincorporated county to go to the Deluxe facility.

Sedro-Woolley is demanding the exact same thing that Ray Sizemore and Cimarron were demanding, a course of action that this community soundly rejected last year, something that Sedro-Woolley and you personally, if I recall, publicly opposed. The bottom line of what you are seeking is a pre-arranged decision that the County will agree to the Deluxe / Sedro-Woolley plan for the community's solid waste system. That simply isn't going to happen, and it is deeply troubling from the standpoint of good governance that Sedro-Woolley and you are demanding such a thing.

We are not interested in further "negotiating" anything, in part a recognition of the fact that you are simply throwing up roadblocks in a misguided attempt to kill the governance board proposal. There was a question raised about what will happen if Sedro-Woolley doesn't sign the agreement. If Sedro-Woolley doesn't plan on signing the governance board agreement, it simply means Sedro-Woolley won't have a vote in the upcoming decisions going forward, one of which will inevitably involve questions of privatization. Sedro-Woolley will, in any event, be expected to conform with its existing solid waste interlocal agreement until 2013 (which we will actively enforce), and Sedro-Woolley can then develop its own solid waste plan thereafter as it sees fit.

Let me know if you have any questions. If you would like me to come to the next council meeting to discuss and answer questions, I'll be happy to do so.

Best Regards,

Will Honea  
Chief Civil Deputy  
Skagit County Prosecuting Attorney

**Eron Berg**

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 5:49 PM  
**To:** Eron Berg  
**Cc:** 'fwhite@skagitvalleyherald.com'  
**Subject:** RE: Solid Waste System Governance Board

Eron

My apologies I misread the article – I see that it was Tony Splane quoted on the cost issue. But I would've expected you to explain the issue.

WH

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 5:45 PM  
**To:** Eron Berg  
**Cc:** 'fwhite@skagitvalleyherald.com'  
**Subject:** RE: Solid Waste System Governance Board

Eron

Thanks for the questions. Here are my responses in text below. Since you have brought Ms. White into the discussion, I suggest we simply carbon copy her on our emails going forward.

Because we both know that the source of the objections lies with the Deluxe proposal, please understand that I'm having a really hard time not getting frustrated with the various new objections you keep raising, particularly since the proposal we've put out there is exactly what the cities have been agitating to obtain for many years.

Best Regards,

Will Honea

---

**From:** Eron Berg  
**Sent:** Thursday, January 24, 2008 3:41 PM  
**To:** Will W. Honea  
**Subject:** RE: Solid Waste System Governance Board

Sure, the Council was interested in the following:

1. How many landfills are in Skagit County; how many need to be cleaned-up? We don't know, and the appropriate question is how many sites on which we (collectively) will be named as a potentially liable party. No one can know that. The Governor's Puget Sound initiative focuses on cleaning these things up. The point, as you and I have discussed extensively when we put this agreement together, is that all the municipalities disposed in many different locations, and when we have to clean them up it is far better if we are approaching them cooperatively. There is some reason to believe that Sedro-Woolley disposed of waste at the Whitmarsh landfill, and please understand that we are considering whether to name Sedro-Woolley as a contributing party. Obviously, you will be forced to hire outside counsel when that happens to defend the City. Multiply that times all the

different municipalities, and you have a pretty clear explanation as to why joining our fate together in a common approach makes sense. It seems clear that Sedro-Woolley disposed at the Panorama dump, another site on Ecology's upcoming hit list. I don't have a comprehensive list of all the dump sites, and the point of this proposal, as you are well aware, does not include a comprehensive study of all the potential sites in Skagit County where Sedro-Woolley might be conceivable liable, nor is anyone able to provide one. Honestly, I'm not really interested in performing a study for you as to all the sites where there is potential liability for your city. You need to make that assessment, based on something besides my say-so.

We are talking about contingent liabilities, and the question is whether our community will be better off if we address these questions together, or whether we devolve into a series of litigious messes every time Ecology points the finger at a dump site. I will try to provide a little bit more information at the meeting, but please understand that it is not my intention to try and provide a comprehensive discussion of all contingent liabilities, the word contingent being operative. No one is asking Sedro-Woolley to pay anything (contrary to what you were quoted as saying in today's article), but rather to join collectively to address contingent liabilities going forward. The fact of the matter is that you know all this, and it is really frustrating for me to see you simply throwing up successive new roadblocks. You and the city are going to have to decide whether you want to pursue a go-it-alone approach, or whether you intend to become part of a collective effort to keep down rates and minimize liability. I would submit that the former approach is not in anyone's interest.

2. Where are they located? See above.
3. What is the impact of the proposed SWSGB structure on potential future requests for privatization (compared to the current structure)? Currently, the cities simply have an advisory role, and under the current structure the decision whether to privatize rests with the County, although the current interlocal does seem to require actions be taken with the cities having an opportunity to weigh in. We are proposing to give the cities a direct voice, which is something that the cities have long agitated for. There is absolutely nothing in the SWSGB structure that precludes private proposals and privatization. We've discussed this at great length, so please understand my irritation at it continuing to come up.

Thanks for your help with this information.

Eron

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:29 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** RE: Solid Waste System Governance Board

Also, if you have any specific issues related to liability or other issues, I'd like to get them a week or so in advance of the February 13 council meeting so I can coherently address them. I will be really, really unhappy if I show to the Council meeting for an ambush of issues I'm hearing for the first time.

WH

---

**From:** Will W. Honea

2/8/2008

**Sent:** Thursday, January 24, 2008 3:25 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** RE: Solid Waste System Governance Board

Eron

I'll be happy to show up and answer questions, but you are fully capable of answering them yourself were you actually motivated to do so.

I apologize for the tone of my email, but the games have to stop.

The course of action you are pursuing is going to end in a litigation mess, and you will get dragged into it. I like Larry McCarter personally, and I (and others) think his business model might well make sense. But it is also true he was involved in years of litigation up in Whatcom County before RDS started up, litigating his way into the garbage business. Your actions are pushing our community in that direction as well, something I think you are failing to appreciate. Taking an open and democratic approach to structuring the solid waste system makes a great deal of sense, and it is all we are trying to do by putting the governance board in place. It is more than a little surprising that you, of all people, are standing in the way of that.

As you are well aware, Cimarron is merely a front for Deluxe's interests in the litigation against the County, and they have subpoenaed both Commissioners Munks and Dahlstedt, to dig up personal information having nothing to do with the litigation, i.e., to try to pressure the Commissioners into giving Deluxe something the law won't allow and common sense dictates against.

It's hardly any secret that Larry McCarter is feeding you guys information and suggestions about how to structure the County garbage system to accommodate his plans, and there's hardly any secret that Mr. Requa's firm is going the permitting and engineering for Deluxe. I want you to understand that all of this will become highly relevant and highly public if the litigation goes forward, so there are no surprises, wounded feeling, etc. when that comes to pass as a result of your present course of action.

The County has 100% authority over the solid waste system as things sit. If the goal was to block the Deluxe proposal, why would the County be giving away power? Does that basic concept not register here?

WH

---

**From:** Eron Berg  
**Sent:** Thursday, January 24, 2008 3:08 PM  
**To:** Will W. Honea  
**Cc:** Mike Anderson  
**Subject:** RE: Solid Waste System Governance Board

Will,

Yes, please do come to our meeting on the 13<sup>th</sup> of February. I think the Council would like to hear directly from you on some of these issues.

I have not read the paper today so I do not know what they reported. I don't believe I have said anything that you would have any legal quarrels with and if that appears so in the paper please ask rather than assume.

Mayor Anderson and I will be happy to honor any lawful subpoenas or requests for information. I do not believe we are acting illegally or improperly. I don't appreciate your comments in that regard – they are not helpful to anyone.

Eron

2/8/2008

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:00 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** Solid Waste System Governance Board

Eron,

I was unable to make the council meeting last night as I was dealing with FEMA flood mapping issues, i.e., attempting to protect, among other things, the community you live in and the community you work in from laboring under inappropriately high flood elevations.

Rather than thanks, we were greeted today with a newspaper article full of more bogus objections to the Solid Waste System Governance Board proposal. Each of the issues you are raising we discussed extensively before the agreement was presented at the January Municipalities Committee meeting. Mr. Requa insists in yesterday's Herald that we "get it right", but doesn't bother to explain what he sees as the problem. (I find this particularly troubling given Mr. Requa's financial entanglements with Deluxe and their proposal.) This is the first time you've raised the issue of liability as posing a problem, and, moreover, I've yet to hear any ideas about what should be done other than what we've proposed, now or back in December when we put this agreement together. Now, half the municipalities in the County have executed the agreement, and, as you are fully aware, it would be virtually impossible to go back and start making changes.

As I explained to you in great detail in December, we are seeking to wrap all MTCA liability into the System to avoid spending endless time, money and legal resources attempting to partition liability. It is totally false to represent to anyone that we're asking Sedro-Woolley to pay anything. If there are liabilities, we pay for them through the System, through appropriate rate-setting. It's extremely simple. There are numerous landfills around the County at which everyone disposed waste, and the inevitable MTCA fights those involve use up resources that would be far better spent attacking the problem directly and jointly, which also allows the community to present a united front with respect to Ecology, insurers, as well as other potentially liable parties. There is no good faith objection to the legal approach or substantive merits of the idea, and you've never raised any. It is of course conceivable you have concluded that Sedro-Woolley is likely to come out somehow marginally worse off by joining forces with the rest of the community on this issue, and I'd be happy to review the economic study that allows you make such a contention. Since it appears is no such analysis, I'm making the logical conclusion that this latest objection is simply another red herring designed to footdrag in an effort to do what you believe is necessary to protect the Deluxe proposal, into which you have sunk extensive City resources into accommodating Deluxe before they so much as submitted for a permit.

State law puts management of the solid waste system in the hands of the County, and your statements to the contrary are flat wrong. (You keep saying this in the newspaper, but have yet to offer a single word of legal authority for your assertions.)

As we both fully understand and have discussed on several occasions, the Cimarron / Ray Sizemore litigation against Skagit County is almost entirely driven by Deluxe / Larry McCarter, which explains why Deluxe was at the mediation with Cimarron last fall, running the show and dictating the terms of any potential settlement. (After the last several years of history around this issue, it is surprising indeed to see you getting into bed with Ray Sizemore.)

Bottom line, Deluxe is not going to get a contract, permit or anything else by using suing the County over the Cimarron agreement by proxy – which, as you and I have discussed at length, is the course of action you are promoting by trying to block the governance board proposal. And please rest assured that you and your Mayor's questionably extensive involvement in paving the way for Deluxe's proposal will become the subject of extensive subpoena and discovery should the Cimarron lawsuit proceed forward. It will become highly relevant the extent to which Mr. McCarter is whispering in your, Mayor Anderson's and Mr. Requa's ears about the manner and form in which the community's solid waste system should be structured and operated, and there is little question that is going on.

**I'll say this again, because the message doesn't seem to be getting through:** As someone who has considerably more experience in business than you, I can assure you that no one here at the County has anything

against private business or privatizing the System in whole or in part, and there is a great deal of willingness to discuss that as the path forward. Deluxe says it can reduce rates and increase recycling. If Deluxe advances a proposal demonstrating they can accomplish that, there is a high likelihood the community will buy off on it.

There is a great deal of willingness on the part of the County to consider and listen to the Deluxe proposal on its merits, in cooperation and conjunction with the County's municipal partners. But Sedro-Woolley isn't simply looking to dispose of its own waste at the Deluxe System: you are insisting that we agree to allow the entire undifferentiated waste stream from the unincorporated county to go to the Deluxe facility.

Sedro-Woolley is demanding the exact same thing that Ray Sizemore and Cimarron were demanding, a course of action that this community soundly rejected last year, something that Sedro-Woolley and you personally, if I recall, publicly opposed. The bottom line of what you are seeking is a pre-arranged decision that the County will agree to the Deluxe / Sedro-Woolley plan for the community's solid waste system. That simply isn't going to happen, and it is deeply troubling from the standpoint of good governance that Sedro-Woolley and you are demanding such a thing.

We are not interested in further "negotiating" anything, in part a recognition of the fact that you are simply throwing up roadblocks in a misguided attempt to kill the governance board proposal. There was a question raised about what will happen if Sedro-Woolley doesn't sign the agreement. If Sedro-Woolley doesn't plan on signing the governance board agreement, it simply means Sedro-Woolley won't have a vote in the upcoming decisions going forward, one of which will inevitably involve questions of privatization. Sedro-Woolley will, in any event, be expected to conform with its existing solid waste interlocal agreement until 2013 (which we will actively enforce), and Sedro-Woolley can then develop its own solid waste plan thereafter as it sees fit.

Let me know if you have any questions. If you would like me to come to the next council meeting to discuss and answer questions, I'll be happy to do so.

Best Regards,

Will Honea  
Chief Civil Deputy  
Skagit County Prosecuting Attorney

## Eron Berg

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 6:55 PM  
**To:** Eron Berg  
**Cc:** 'fwhite@skagitvalleyherald.com'  
**Subject:** RE: Solid Waste System Governance Board

Eron,

One more thing: there really isn't anything that prevents the County from setting rates to accommodate contingent System liabilities now, the difference being that the cities don't get a direct voice. Making the liability issue even less of an issue.

Also keep in mind that the Cimarron / Deluxe lawsuit, if it goes forward, will be a System liability. So by not helping me avoid this liability, you are indirectly creating liability for the citizens of Sedro-Woolley.

WH

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 6:20 PM  
**To:** 'fwhite@skagitvalleyherald.com'  
**Cc:** Eron Berg  
**Subject:** FW: Solid Waste System Governance Board

Franny,

By the way, my email below was not intended as a "formal response from the County" – such things come on letterhead under someone's signature. Not sure if that was your characterization, or your source made that characterization. It was rather an email expressing a high level of frustration with the turn this proposal has taken in Sedro-Woolley; as should be apparent.

Best Regards,

Will Honea  
Chief Civil Deputy  
Skagit County Prosecuting Attorney

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 5:49 PM  
**To:** Eron Berg  
**Cc:** 'fwhite@skagitvalleyherald.com'  
**Subject:** RE: Solid Waste System Governance Board

Eron

My apologies I misread the article – I see that it was Tony Splane quoted on the cost issue. But I would've expected you to explain the issue.

WH

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 5:45 PM  
**To:** Eron Berg  
**Cc:** 'fwhite@skagitvalleyherald.com'  
**Subject:** RE: Solid Waste System Governance Board

Eron

Thanks for the questions. Here are my responses in text below. Since you have brought Ms. White into the discussion, I suggest we simply carbon copy her on our emails going forward.

Because we both know that the source of the objections lies with the Deluxe proposal, please understand that I'm having a really hard time not getting frustrated with the various new objections you keep raising, particularly since the proposal we've put out there is exactly what the cities have been agitating to obtain for many years.

Best Regards,

Will Honea

---

**From:** Eron Berg  
**Sent:** Thursday, January 24, 2008 3:41 PM  
**To:** Will W. Honea  
**Subject:** RE: Solid Waste System Governance Board

Sure, the Council was interested in the following:

1. How many landfills are in Skagit County; how many need to be cleaned-up? We don't know, and the appropriate question is how many sites on which we (collectively) will be named as a potentially liable party. No one can know that. The Governor's Puget Sound initiative focuses on cleaning these things up. The point, as you and I have discussed extensively when we put this agreement together, is that all the municipalities disposed in many different locations, and when we have to clean them up it is far better if we are approaching them cooperatively. There is some reason to believe that Sedro-Woolley disposed of waste at the Whitmarsh landfill, and please understand that we are considering whether to name Sedro-Woolley as a contributing party. Obviously, you will be forced to hire outside counsel when that happens to defend the City. Multiply that times all the different municipalities, and you have a pretty clear explanation as to why joining our fate together in a common approach makes sense. It seems clear that Sedro-Woolley disposed at the Panorama dump, another site on Ecology's upcoming hit list. I don't have a comprehensive list of all the dump sites, and the point of this proposal, as you are well aware, does not include a comprehensive study of all the potential sites in Skagit County where Sedro-Woolley might be conceivable liable, nor is anyone able to provide one. Honestly, I'm not really interested in performing a study for you as to all the sites where there is potential liability for your city. You need to make that assessment, based on something besides my say-so.

We are talking about contingent liabilities, and the question is whether our community will be better off if we address these questions together, or whether we devolve into a series of litigious messes every time Ecology points the finger at a dump site. I will try to provide a little bit more information at the meeting, but please understand that it is not my intention to try and provide a comprehensive discussion of all contingent liabilities, the word contingent being operative. No one is asking Sedro-Woolley to pay anything (contrary to what you were quoted as saying in today's article), but rather to join collectively to address contingent

liabilities going forward. The fact of the matter is that you know all this, and it is really frustrating for me to see you simply throwing up successive new roadblocks. You and the city are going to have to decide whether you want to pursue a go-it-alone approach, or whether you intend to become part of a collective effort to keep down rates and minimize liability. I would submit that the former approach is not in anyone's interest.

2. Where are they located? See above.
3. What is the impact of the proposed SWSGB structure on potential future requests for privatization (compared to the current structure)? Currently, the cities simply have an advisory role, and under the current structure the decision whether to privatize rests with the County, although the current interlocal does seem to require actions be taken with the cities having an opportunity to weigh in. We are proposing to give the cities a direct voice, which is something that the cities have long agitated for. There is absolutely nothing in the SWSGB structure that precludes private proposals and privatization. We've discussed this at great length, so please understand my irritation at it continuing to come up.

Thanks for your help with this information.

Eron

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:29 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** RE: Solid Waste System Governance Board

Also, if you have any specific issues related to liability or other issues, I'd like to get them a week or so in advance of the February 13 council meeting so I can coherently address them. I will be really, really unhappy if I show to the Council meeting for an ambush of issues I'm hearing for the first time.

WH

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:25 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** RE: Solid Waste System Governance Board

Eron

I'll be happy to show up and answer questions, but you are fully capable of answering them yourself were you actually motivated to do so.

I apologize for the tone of my email, but the games have to stop.

The course of action you are pursuing is going to end in a litigation mess, and you will get dragged into it. I like Larry McCarter personally, and I (and others) think his business model might well make sense. But it is also true he was involved in years of litigation up in Whatcom County before RDS started up, litigating his way into the garbage business. Your actions are pushing our community in that direction as well, something I think you are failing to appreciate. Taking an open and democratic approach to structuring the solid waste system makes a great deal of sense, and it is all we are trying to do by putting the governance board in place. It is more than a little surprising that you, of all people, are standing in the way of that.

As you are well aware, Cimarron is merely a front for Deluxe's interests in the litigation against the County, and they have subpoenaed both Commissioners Munks and Dahlstedt, to dig up personal information having nothing to do with the litigation, i.e., to try to pressure the Commissioners into giving Deluxe something the law won't allow and common sense dictates against.

It's hardly any secret that Larry McCarter is feeding you guys information and suggestions about how to structure the County garbage system to accommodate his plans, and there's hardly any secret that Mr. Requa's firm is going the permitting and engineering for Deluxe. I want you to understand that all of this will become highly relevant and highly public if the litigation goes forward, so there are no surprises, wounded feeling, etc. when that comes to pass as a result of your present course of action.

The County has 100% authority over the solid waste system as things sit. If the goal was to block the Deluxe proposal, why would the County be giving away power? Does that basic concept not register here?

WH

---

**From:** Eron Berg  
**Sent:** Thursday, January 24, 2008 3:08 PM  
**To:** Will W. Honea  
**Cc:** Mike Anderson  
**Subject:** RE: Solid Waste System Governance Board

Will,

Yes, please do come to our meeting on the 13<sup>th</sup> of February. I think the Council would like to hear directly from you on some of these issues.

I have not read the paper today so I do not know what they reported. I don't believe I have said anything that you would have any legal quarrels with and if that appears so in the paper please ask rather than assume.

Mayor Anderson and I will be happy to honor any lawful subpoenas or requests for information. I do not believe we are acting illegally or improperly. I don't appreciate your comments in that regard – they are not helpful to anyone.

Eron

---

**From:** Will W. Honea  
**Sent:** Thursday, January 24, 2008 3:00 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; James E. Voetberg; Sharon D. Dillon  
**Subject:** Solid Waste System Governance Board

Eron,

I was unable to make the council meeting last night as I was dealing with FEMA flood mapping issues, i.e., attempting to protect, among other things, the community you live in and the community you work in from laboring under inappropriately high flood elevations.

Rather than thanks, we were greeted today with a newspaper article full of more bogus objections to the Solid Waste System Governance Board proposal. Each of the issues you are raising we discussed extensively before the agreement was presented at the January Municipalities Committee meeting. Mr. Requa insists in yesterday's Herald that we "get it right", but doesn't bother to explain what he sees as the problem. (I find this particularly troubling given Mr. Requa's financial entanglements with Deluxe and their proposal.) This is the first time you've

raised the issue of liability as posing a problem, and, moreover, I've yet to hear any ideas about what should be done other than what we've proposed, now or back in December when we put this agreement together. Now, half the municipalities in the County have executed the agreement, and, as you are fully aware, it would be virtually impossible to go back and start making changes.

As I explained to you in great detail in December, we are seeking to wrap all MTCA liability into the System to avoid spending endless time, money and legal resources attempting to partition liability. It is totally false to represent to anyone that we're asking Sedro-Woolley to pay anything. If there are liabilities, we pay for them through the System, through appropriate rate-setting. It's extremely simple. There are numerous landfills around the County at which everyone disposed waste, and the inevitable MTCA fights those involve use up resources that would be far better spent attacking the problem directly and jointly, which also allows the community to present a united front with respect to Ecology, insurers, as well as other potentially liable parties. There is no good faith objection to the legal approach or substantive merits of the idea, and you've never raised any. It is of course conceivable you have concluded that Sedro-Woolley is likely to come out somehow marginally worse off by joining forces with the rest of the community on this issue, and I'd be happy to review the economic study that allows you make such a contention. Since it appears is no such analysis, I'm making the logical conclusion that this latest objection is simply another red herring designed to footdrag in an effort to do what you believe is necessary to protect the Deluxe proposal, into which you have sunk extensive City resources into accommodating Deluxe before they so much as submitted for a permit.

State law puts management of the solid waste system in the hands of the County, and your statements to the contrary are flat wrong. (You keep saying this in the newspaper, but have yet to offer a single word of legal authority for your assertions.)

As we both fully understand and have discussed on several occasions, the Cimarron / Ray Sizemore litigation against Skagit County is almost entirely driven by Deluxe / Larry McCarter, which explains why Deluxe was at the mediation with Cimarron last fall, running the show and dictating the terms of any potential settlement. (After the last several years of history around this issue, it is surprising indeed to see you getting into bed with Ray Sizemore.)

Bottom line, Deluxe is not going to get a contract, permit or anything else by using suing the County over the Cimarron agreement by proxy – which, as you and I have discussed at length, is the course of action you are promoting by trying to block the governance board proposal. And please rest assured that you and your Mayor's questionably extensive involvement in paving the way for Deluxe's proposal will become the subject of extensive subpoena and discovery should the Cimarron lawsuit proceed forward. It will become highly relevant the extent to which Mr. McCarter is whispering in your, Mayor Anderson's and Mr. Requa's ears about the manner and form in which the community's solid waste system should be structured and operated, and there is little question that is going on.

**I'll say this again, because the message doesn't seem to be getting through:** As someone who has considerably more experience in business than you, I can assure you that no one here at the County has anything against private business or privatizing the System in whole or in part, and there is a great deal of willingness to discuss that as the path forward. Deluxe says it can reduce rates and increase recycling. If Deluxe advances a proposal demonstrating they can accomplish that, there is a high likelihood the community will buy off on it. There is a great deal of willingness on the part of the County to consider and listen to the Deluxe proposal on its merits, in cooperation and conjunction with the County's municipal partners. But Sedro-Woolley isn't simply looking to dispose of its own waste at the Deluxe System: you are insisting that we agree to allow the entire undifferentiated waste stream from the unincorporated county to go to the Deluxe facility.

Sedro-Woolley is demanding the exact same thing that Ray Sizemore and Cimarron were demanding, a course of action that this community soundly rejected last year, something that Sedro-Woolley and you personally, if I recall, publicly opposed. The bottom line of what you are seeking is a pre-arranged decision that the County will agree to the Deluxe / Sedro-Woolley plan for the community's solid waste system. That simply isn't going to happen, and it is deeply troubling from the standpoint of good governance that Sedro-Woolley and you are demanding such a thing.

We are not interested in further "negotiating" anything, in part a recognition of the fact that you are simply throwing up roadblocks in a misguided attempt to kill the governance board proposal. There was a question raised about what will happen if Sedro-Woolley doesn't sign the agreement. If Sedro-Woolley doesn't plan on signing the governance board agreement, it simply means Sedro-Woolley won't have a vote in the upcoming decisions going forward, one of which will inevitably involve questions of privatization. Sedro-Woolley will, in any

event, be expected to conform with its existing solid waste interlocal agreement until 2013 (which we will actively enforce), and Sedro-Woolley can then develop its own solid waste plan thereafter as it sees fit.

Let me know if you have any questions. If you would like me to come to the next council meeting to discuss and answer questions, I'll be happy to do so.

Best Regards,

Will Honea  
Chief Civil Deputy  
Skagit County Prosecuting Attorney

## Eron Berg

---

**From:** Will W. Honea  
**Sent:** Friday, January 25, 2008 3:49 PM  
**To:** Eron Berg  
**Cc:** Mike Anderson; Sharon D. Dillon; KenDahlstedt; Gary Rowe; DonMunks; Richard A. Weyrich; James E. Voetberg  
**Subject:** FW:

**Attachments:** 0125160536.pdf; panorama.pdf



0125160536.pdf  
(282 KB)



panorama.pdf (536  
KB)

Eron,

As an initial matter, allow me to apologize for the tone of my email yesterday to Mayor Anderson and you. Whatever the various parties' motivations, the frustration expressed in my email was inappropriate.

This email is an effort to further discuss the common MTCA liability issue.

As we've discussed, there are numerous sites around the County and in the cities where there was disposal of solid waste in the past. The cities and the County (and private businesses and citizens) variously disposed in and operated many of them.

We are not entirely certain which sites will require clean-up, because MTCA clean up is something initiated by Ecology. That being said, I don't think it makes sense for anyone to opine publicly about which sites we believe we are liable to clean up, whether Sedro-Woolley or the County. Suffice to say the Governor has made clean up of disposal sites a high priority.

These sites invoke joint and several liability, which you can explain to your council and mayor without my recounting it in this email. The bottom line is that joint and several liability as well as associated insurance coverage all but requires naming everyone as a contribution defendant who might possible have disposed at the site in question.

In other words, it puts whatever municipality is named as a principally liable party in the position of suing everyone else to try to force them to come to the table with resources, and sorting out apportionment later. So, for example, the normal course of action for the County is to sue for contribution from anyone who might've disposed waste. But everyone is at the end of the day paying a whole army of lawyers and consultants.

In the recent article, Mr. Splane was quoted as asking why Sedro-Woolley should have to pay for sites where Sedro-Woolley didn't dispose, apparently referring to the Whitmarsh landfill. But Sedro-Woolley may in fact have liability at the Whitmarsh landfill, and very clearly has liability elsewhere.

As you can see from the relevant pages of the attached report on the Whitmarsh landfill attached, Sedro-Woolley appears to have disposed at the Whitmarsh site. Thus, there may be little option but to sue Sedro-Woolley for contribution, a decision that will in no small measure be impacted by the City Council's decision on the governance board proposal. (Clearly we would be suing Anacortes had they not signed on to the Solid Waste System Governance Board proposal, and linked themselves to the County in common cause against these potentially large clean-up costs.)

You should keep in mind that there are huge legal and consulting costs to in effect disprove liability even where one ends up having no actual liability in the end. That's the basic practical impact of joint and several liability, and that's why there has been so much criticism of the CERCLA (i.e., Superfund) and MTAC (the State Superfund Law) over the past years, i.e., it drags even parties with liability that isn't readily apparent into the net of litigation and forces them to spend large amounts of money dealing with

the issue.

On the other hand, these laws do certainly accomplish their objective: the mess actually gets cleaned up, one way or another.

Sedro-Woolley has other liability considerably beyond the Whitmarsh site. There are two sites within the city of Sedro Woolley, Bassett Road and Riverfront Park, for which Sedro-Woolley is probably a principal PLP. The County has been named for the Panorama dump site on Day Creek Road, and there is little question that Sedro-Woolley will be named as a contribution defendant (that is, unless we can arrive at a common agreement). See attached PDF.

As I said in previous emails and in our discussions, the point here is that no one really knows what is underground at these sites, what the extent of the liability is, what it will cost to clean up, who will ultimately be responsible, what we will be named to clean up by Ecology, etc. The point of setting things up where we work together through a single enterprise fund is to address and contain that risk and uncertainty.

But the long and short of it is that all the cities and the County are going to be embroiled in a litigation mess for many years over these issues unless we join together and present a united front against Ecology and the insurance companies involved. The only ones who will win are the attorneys, and the insurers who can divide and conquer.

If you have any further questions, please advise. I am planning to attend your Feb. 13 council meeting to further discuss.

Best Regards,

Will Honea  
Chief Civil Deputy  
Skagit County Prosecuting Attorney



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

November 5, 2007

**CERTIFIED MAIL**  
**7005 1820 0000 6708 3159**

MR WILLIAM HONEA  
SKAGIT COUNTY SHERIFF  
605 S 3RD ST  
MOUNT VERNON WA 98273

Dear Mr. Honea:

Re: **EARLY NOTICE LETTER** Facility Site #6299983  
Panorama Dump  
Old Day Creek Road  
Clear Lake, WA 98284  
Tax Parcel #s P40612, P40571, P40664

RECEIVED  
SKAGIT COUNTY  
PROSECUTING ATTORNEY  
2007 NOV - 7 PM 12:11

This letter is sent to you concerning information that the Department of Ecology (Ecology) has gathered regarding the above referenced property. As part of the process under the Model Toxics Control Act (MTCA), Ecology maintains a list of known or suspected contaminated sites. Based on available information in the department's files, it is Ecology's decision to add this property to the list as a site suspected to be contaminated by hazardous substances.

Enclosed is a data summary report containing information we believe reflects the current site status. A legend is also enclosed to help interpret codes used in this report. Please note that inclusion on the list **does not** mean that Ecology has determined you to be a potentially liable person responsible for cleanup under the MTCA. However, this letter is a notification that an area(s) of contamination may exist on this property. Further investigation or cleanup action will need to be done to comply with Washington State laws and regulations.

Because of considerable potential liability, please be advised to carefully consider any investigation or cleanup actions and to carefully document steps taken independent of Ecology's involvement. Guidance documents to help conduct an independent cleanup are available if you are interested in this option. In proceeding with an independent cleanup, please be aware there are requirements in State law which must be met. Some of these requirements are addressed in WAC 173-340-120(8)(B) and -300(4). Ecology will use



the appropriate requirements contained throughout this chapter in its evaluation of the adequacy of any independent remedial (cleanup) actions performed.

Ecology has a strong commitment to work cooperatively with individuals to accomplish prompt and effective investigations and site cleanups. However, due to limited resources and requirements in State law, we are not able to provide all the assistance requested. Your cooperation in planning or conducting a cleanup action is not an admission of guilt or liability.

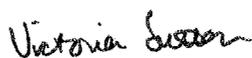
If an independent cleanup action is undertaken, and a formal review of the work is desired, a report may be submitted to Ecology through the Voluntary Cleanup Program. This program was established in response to the public's need for Ecology to more rapidly review cleanup actions. A fee has been established to support this review process. Guidance documents to help conduct an independent cleanup are available if you are interested in this option.

If a cleanup action is undertaken and a formal review of the work is not desired at this time, then the information should be submitted to Ecology in order to document any assessment or cleanup activities. If no report is available, but work is in progress or anticipated, a letter describing these plans would be helpful in updating the site record.

If an independent cleanup action does not occur on this property, Ecology will conduct a more detailed inspection at a future time that may include testing for contamination. After that, Ecology will assess what action is needed and establish a priority for that work under the formal MTCA cleanup process. At that time, the potentially liable person(s) would be determined and would be responsible for cleanup costs, including State oversight.

Should you have any questions regarding this letter or if you would like a copy of Chapter 70.105D RCW (The Model Toxics Control Act), the implementing regulations, Chapter 173-340 WAC, that detail these requirements, or a guidance document, please contact me at (425) 649-7219. Thank you in advance for your cooperation.

Sincerely,



Victoria Sutton  
Initial Investigator  
Toxics Cleanup Program

VS:dkm  
Enclosures: 2

cc: Donna Hyder  
James Bethea



**NUMBERS 1 - 19 CORRESPOND TO THE  
CONTAMINANT NUMBERS ON THE ATTACHED REPORT**

**B = Confirmed below MTCA**

**C = Confirmed above MTCA**

**S = Suspected above MTCA**

1. **Base/Neutral/Acid Organics:** Hazardous substances typically included in the Base/Neutral/Acid fraction of EPA's priority pollutant compound list. Examples are: Acenaphthene; Hexachlorobenzene; Fluoranthene; 2,4-dinitro-toluene; Isophorone.
2. **Halogenated Organic Compounds:** Organic compounds, typically solvents, with one or more of the halogens (e.g., Chlorine, Bromine, Fluorine) incorporated into their structure. Examples are: Carbon Tetrachloride; Chloroform; Vinyl Acetate; 1,1,2,2-tetrachloroethane; freons.
3. **EPA Priority Pollutants - Metals and Cyanide:** Metals included in EPA's priority pollutant compounds list. Examples are: Antimony, Arsenic, Beryllium, Cadmium, Chromium, Copper, Cyanide, Lead, Mercury, Nickel, Selenium, Silver, Thallium, and Zinc.
4. **Metals - Other:** Other non-priority pollutant metals. Examples are: Aluminum, Barium, Cobalt, Iron, Manganese, and Tin.
5. **Polychlorinated biPhenyls (PCBs):** A specific "family" of aromatic chlorinated organic compounds often referred to as "AROCLOR." Common types are: AROCLOR-1016, AROCLOR-1221, AROCLOR-1260.
6. **Pesticides:** Chemical agents used to control pests such as: fungicides, herbicides and insecticides. Examples are: Aldrin, Chlordane, Endrin, Diazinon, Folex, Malathion.
7. **Petroleum Products:** Crude oil and any fraction thereof. Each of these materials may consist of many specific chemical compounds. Examples are: Gasoline, diesel fuel, mineral oil.
8. **Phenolic Compounds:** Hazardous substances typically included in the acid extractable fraction of EPA's priority pollutant compound list. Examples are: 2,4,6-trichloro-phenol; Phenol; Cresols; Pentachlorophenol; Benzoic Acid.
9. **Non-Halogenated Solvents:** Organic solvents, typically volatile or semi-volatile, not containing any halogens. Examples are: Acrolein; Benzene; Toluene, Acetone; 4-Methyl-2-pentanone.
10. **Dioxin:** A family of more than 70 compounds of chlorinated dioxins. Examples: 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD); P-dioxin; Hexachlorodibenzo-p-dioxin; Polychlorinated dibenzo-para-dioxin (PCDD).
11. **Polynuclear Aromatic Hydrocarbons (PAH):** Hydrocarbons composed of two or more benzene rings. Examples are: Benzo-Fluorathene; Chrysene; Anthracene; Acenaphthene.
12. **Reactive Wastes:** Wastes that react violently upon contact with other substances (especially air or water) as defined by the Dangerous Waste Regulation (WAC 173-303-090(7)). They explode easily or are otherwise unstable. Examples: Peroxides; Metallic Sodium.
13. **Corrosive Wastes:** Wastes that are highly corrosive as defined by the Dangerous Waste Regulation (WAC 173-303-090(6)). Substances with very high (base) or very low (acid) pH. Examples: Nitric Acid, Sodium Hydroxide.
14. **Radioactive Wastes:** Wastes that emit more than background levels of radiation. Examples are: High and low level nuclear wastes; mixed nuclear wastes; Uranium mine tailings.
15. **Conventional Contaminants, Organic:** Unspecified organic matter that imposes an oxygen demand during its decomposition. This is reflected by elevated Biochemical Oxygen Demand (BOD), Chemical Oxygen Demand (COD) and/or Total Organic Carbon (TOC). Typically a component of municipal solid waste leachates, septage, food wastes, wood waste leachate and similar organic wastes.
16. **Conventional Contaminants, Inorganic:** Non-metallic inorganic substances or indicator parameters that may indicate the existence of contamination if present at unusual levels. Examples are: Chloride, Sulfur compounds, Nitrogen compounds, pH, conductivity, hardness, and alkalinity.
17. **Asbestos:** Name given to group of six different fibrous minerals. Used for a wide range of manufactured goods: mostly in building materials (roofing shingles, ceiling and floor tiles, paper products, etc), friction products (automobile clutch, brake, and transmission parts), heat-resistant fabrics, packaging, some vermiculite or talc products, etc.
18. **Arsenic:** Naturally occurring element; inorganic forms are known to be carcinogenic. Inorganic arsenic compounds are mainly used to preserve wood. Organic arsenic compounds are used as pesticides, primarily on cotton plants.
19. **Methyl Tert-Butyl Ether (MTBE):** Flammable liquid used since the 1980s as an additive in unleaded gasoline to achieve more efficient burning.

DRAFT

DRAFT-FINAL UPLAND REMEDIAL  
INVESTIGATION/FEASIBILITY STUDY  
WORK PLAN  
MARCH POINT LANDFILL  
ANACORTES, WASHINGTON

JUNE 29, 2007

DRAFT

**Draft-Final Upland Remedial  
Investigation/Feasibility Study  
Work Plan  
March Point Landfill  
File No. 0504-037-00**

**June 29, 2007**

**Prepared for:**

**Washington State Department of Ecology  
Toxics Cleanup Program  
300 Desmond Drive  
Lacey, Washington 98504**

**Attention: Panjini Balaraju**

**Prepared by:**

**GeoEngineers, Inc.  
Plaza 600 Building  
600 Stewart Street, Suite 1700  
Seattle, Washington 98101  
(206) 728-2674**

---

**Neil F. Morton  
Senior Project Manager**

---

**David A. Cook, LG, RBP  
Principal**

DAC:NFM:brw  
SEAT:\0\0504037\00\Finals\050403700\_draft\_RIFS.doc

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Copyright© 2007 by GeoEngineers, Inc. All rights reserved.

*File No. 0504-037-00*

- Section 9: Schedule
- Section 10: References
- Appendix A: Quality assurance project plan (QAPP),
- Appendix B: Health and safety plan (HASP), and
- Appendix C: Historic and Aerial Photographs.

## 2.0 SITE DESCRIPTION AND HISTORY

### 2.1 SITE OWNERSHIP

The site includes tax parcel numbers P19676, P19684, P19707, P19713, and P19761 (Figure 3). As of January 2007 these parcels are owned by the following:

- P19676 (4.86 acres); Snow Mountain Land Company, LLC.
- P19684 (4.82 acres); Charles and Margaret Ellen Moon.
- P19707 (1,620 feet); Washington State Department of Natural Resources.
- P19713 (1.32 acres); Snow Mountain Land Company.
- P19761 (0.04 acres); Ralph Hillestead.

According to the Skagit County Assessor's Office, Parcel P19707 consists of 1,620-feet of tidelands owned by the Washington State Department of Natural Resources.

### 2.2 LANDFILL WASTE TYPE AND HISTORY

Knowledge of the waste types and quantities, other than municipal wastes (household, commercial, industrial), that were buried is limited. According to Ecology documents that we reviewed, four major chemical and oil industries (Texaco and Shell refineries, Allied Chemical Sulfuric Acid Plant, and the Northwest Petrochemical Company) may have transported waste to the landfill. These industrial facilities are located on March Point and were in operation during the period of time the landfill was active. Wastes at the landfill were routinely burned until 1969 according to Skagit County's 2003 Site Hazard Assessment (SHA; Skagit County, 2003). From 1969 until 1973 the landfill was the county's primary solid waste disposal site. According to Britt Pfaff-Dunton of the Skagit County Health Department, around 1969 agencies started to ban burning at landfills and started shutting down other landfills closer to population centers. This may have increased the pressure to dump wastes at the landfill (GeoEngineers personal communication, 2007a). Skagit County Public Works records of waste accepted from 1970 indicate that waste was coming from the cities of Anacortes, Burlington, La Conner, Mt. Vernon, Sedro Woolley, rural Skagit County, Whidbey Island, Shell and Texaco Refineries.

Very little data are available from county records regarding the landfill during its operation (Skagit County, 2003). Skagit County Department of Health has not spoken directly with Texaco, Shell, Allied Chemical Sulfuric Acid Plant, or the Northwest Petrochemical Company regarding the companies' records of waste disposal at the landfill. According to Ms. Pfaff-Dunton, the best records regarding the types of waste disposed at the landfill are a series of photographs from the 1968 and 1970 and the Skagit County Public Works department records from 1970. Photographs taken by Jack Wai in 1968 and 1970 show 55-gallon and smaller drums in the landfill and waste disposed on the tidelands and in Padilla Bay Lagoon (Ecology and Skagit County Health Department files). (Appendix C, Figures 1 through 4).

After Recording Return to:

GARY SORENSEN  
SKAGIT COUNTY PUBLIC WORKS  
1800 CONTINENTAL PLACE  
MOUNT VERNON, WA 98273



200405190003

Skagit County Auditor

5/19/2004 Page 1 of 10 8:49AM

INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
SKAGIT COUNTY  
AND  
CITIES AND TOWNS IN SKAGIT COUNTY  
FOR  
SOLID WASTE MANAGEMENT

**THIS AGREEMENT**, made and entered into on this 17<sup>th</sup> day of May, 2004, by and between the Cities and Towns listed, hereinafter called "Municipalities" and Skagit County, Washington, hereinafter called "County" pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**WHEREAS**, Skagit County and each of the Municipalities executing this Interlocal Agreement are authorized and directed by Chapter 70.95 RCW to prepare a Comprehensive Solid Waste Management Plan and are further authorized by Chapter 39.34 RCW to enter into an Interlocal Agreement for the administration and implementation of said Plan; and

**WHEREAS**, Skagit County prepared a Comprehensive Solid Waste Management Plan for the County and Municipalities of the County in 1994, and is in the process of updating the Plan with the active involvement of the Municipalities with completion anticipated in 2004; and

**WHEREAS**, the 2004 <sup>Comprehensive Plan</sup> Comprehensive Solid Waste Management Plan update calls for significant improvements to and replacements for existing waste facilities, and the County has entered into a waste export contract that expires in 2013, and in light of these factors long term financial planning is desirable; and

**WHEREAS**, providing the most effective and efficient system for managing solid waste generated in Skagit County, including its Municipalities, requires use of the solid

waste disposal system established by the County and the Comprehensive Solid Waste Management Plan of the County to the fullest extent possible;

**NOW, THEREFORE**, Skagit County and the undersigned Municipalities agree as follows:

1. This Interlocal Agreement entirely replaces the previous Interlocal Cooperation Agreement for a Comprehensive Solid Waste Disposal System that the parties entered into in 1986.
2. **Definitions.** For the purposes of this Interlocal Agreement, the following definitions apply:
  - 2.1 "Municipality" means a City or Town in Skagit County, Washington.
  - 2.2 "Comprehensive Solid Waste Management Plan" means the Skagit County Comprehensive Solid Waste Management Plan issued in 1994 (2004 in progress) and as amended from time to time.
  - 2.3 "County" means Skagit County, Washington.
  - 2.4 "Interlocal Agreement" means this Interlocal Cooperative Agreement Between Skagit County and Cities and Towns in Skagit County for Solid Waste Management.
  - 2.5 "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.
  - 2.6 "Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes including, but limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and constructions wastes, abandoned vehicles or parts thereof, and recyclable materials, with the exception of wastes excluded by WAC 173-304-015.
  - 2.7 "Solid waste handling" means the management, storage, collection, transportation, utilization, processing, and final disposal of solid wastes, including the recovery and recycling of materials from solid wastes, the recovery of energy resources from such wastes or the conversion of energy in such wastes to more useful forms or combinations thereof, and as such term may be modified by amendments to Chapter 70.95.030(23) RCW.
  - 2.8 "System" means all facilities for solid waste handling owned or operated, or contracted for, by the County, and all administrative activities related thereto.



3. Responsibilities for Waste Disposal and System. For the duration of this Interlocal Agreement, the County and Municipalities shall have the following responsibilities:
- 3.1 The Municipalities shall provide appropriate staff and resources to meet the objectives and needs of the Transfer Station Oversight Sub-Committee, Solid Waste Advisory Committee, Municipalities Committee and as otherwise indicated to fulfill this Agreement.
  - 3.2 The County shall continue to provide for the efficient disposal of all solid waste generated within unincorporated areas of the County and within each of the Municipalities signing this Interlocal Agreement to the extent, in the manner, and by facilities as described in the Comprehensive Solid Waste Management Plan. The County shall not be responsible for disposal of nor claim that this Interlocal Agreement extends to solid waste that has been eliminated through waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan.
  - 3.3 The County shall provide for the disposal of moderate risk wastes by households at the System's existing Moderate Risk Waste Facility, or in another reasonable and similarly convenient licensed-permitted matter.
  - 3.4 The County shall continue to provide a comprehensive solid waste management system, including educational programs, as defined by the Comprehensive Solid Waste Management Plan.
  - 3.5 The County shall continue to operate the System in a financially prudent manner, minimize fee increases, use System revenues only for System purposes, and manage the System to meet the tipping fee rate schedule as shown in Appendix A, subject to the U.S. Bureau of Labor Statistics consumer price index for U.S. City Average remaining at 3% or lower. Should higher annual inflation occur over the period of this agreement, or unforeseen System needs/liabilities require additional revenue, a System rate analysis study shall be conducted in accordance with paragraph 3.6. Nothing in this agreement shall prohibit a decrease in System tip fees, subject to paragraph 3.6.
  - 3.6 Independent Rate and Efficiency Study: Upon signature of this Interlocal Agreement by all Municipalities and Skagit County, Skagit County and the Transfer Station Oversight Sub-Committee shall jointly select and hire a consultant to perform an independent rate and efficiency study. The study shall be managed by the Transfer Station Oversight Sub-Committee and the County and the findings shall be reported to the Solid Waste Advisory Committee. The study shall analyze System expenses, revenues, and operations and provide recommendations for System tip fees and operational efficiencies. The Solid Waste Advisory Committee will review the results of the rate and efficiency study



and forward its recommendations regarding the study to the Municipalities Committee for consideration and recommendation to the County Board of Commissioners. A rate and efficiency study shall subsequently be performed every three (3) years, or more frequently if requested by the Municipalities Committee.

- 3.7 System Options Study: Three years prior to the expiration of this agreement, Skagit County, the Transfer Station Oversight Sub-Committee and Solid Waste Advisory Committee shall jointly select and hire a consultant to perform a solid waste system options study that will review existing operations and market conditions to select and compare a set of solid waste system options that will be used to guide the Municipalities Committee and the Board of County Commissioners prior to the conclusion of this agreement.
4. Comprehensive Solid Waste Management Plan. For the duration of this Interlocal Agreement, each Municipality shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, each Municipality authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of solid waste generated in each Municipality.
5. Municipality Designation of County System for Solid Waste Disposal. Each Municipality shall designate the County System for disposal of all Solid Waste generated within the corporate limits of that Municipality, and within the scope of the Comprehensive Solid Waste Management Plan, and authorize the County to designate a disposal site or sites for the disposal of such solid waste except for recyclable and other materials removed from solid waste by waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan. This designation of the County System shall continue in full force and effect for a period of ten (10) years after the date of this Interlocal Agreement. The designation of the County in this section shall not reduce or otherwise affect each Municipality's control over solid waste collection as permitted by applicable state law.
6. Enforcement. The County shall be primarily responsible for enforcement of laws and regulations requiring persons to dispose of solid waste at sites designated by the County. Each Municipality shall cooperate with the County in its enforcement efforts, and shall provide by ordinance that any person that disposes of solid waste generated within its boundaries at a site other than a site designated by the County will be guilty of a misdemeanor, except where such disposal may be otherwise permitted by state law. To the extent legally possible, the County shall be responsible for bringing enforcement actions against persons violating state statutes, or County ordinances relating to the disposal of solid waste at sites designated by the County. However, in instances in which the County lacks legal



authority to bring an enforcement action and a Municipality possesses that authority, the County may request that the Municipality bring such enforcement action. The Municipality shall comply with this request, or in some other way ensure that solid waste generated with the Municipality is disposed of at those sites designated by the County. The County shall pay as System costs all reasonable costs incurred by the Municipality in taking such enforcement or other actions that are requested in writing by the County.

7. Indemnifications.

7.1 The County shall indemnify and hold harmless and defend each Municipality against any and all claims by third parties arising out of the County's operations of the System, and have the right to settle those claims by third parties. In providing a defense for a Municipality, the County shall exercise good faith in that defense or settlement so as to protect the Municipality's interests. The County's agreement to indemnify a Municipality for any and all claims arising out of the County's operation of the System extends to all claims caused by the actions of officers or agents of the County including, but not limited to, actions which constitute misfeasance, or intentional misconduct or wrongdoing, even if the cost of such claims is held by a court of competent jurisdiction to not be a proper cost to the System. For the purpose of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall not include the claims arising out of collection of solid waste within a Municipality prior to its delivery to a disposal site designated by the County or other activities under the control of a Municipality.

7.2 If the County acts to defend a Municipality against a claim, that Municipality shall cooperate with County.

7.3 For purposes of this section, reference to a Municipality and to the County shall be deemed to include the officers, agents and employees of any party, acting within the scope of their authority.

8. Duration. This Interlocal Agreement shall continue to be in full force and effect for ten (10) years from the date of this Interlocal Agreement, unless terminated as described in the following paragraph.

9. Revision, Amendment, Supplementation or Termination. This Interlocal Agreement shall be reviewed by the parties in conjunction with any review of the Comprehensive Solid Waste Management Plan. The terms of the Interlocal Agreement may be revised, amended, or supplemented, or the Interlocal Agreement as a whole may be terminated only upon the written agreement of both the County and all Municipalities executed with the same formalities as the original. No revision, amendment, supplementation or termination shall be adopted or put into effect if it impairs any contractual obligation of the County.



10. Solid Waste Advisory Committee.

10.1 Pursuant to Chapter 70.95.165(3) RCW and Chapter 39.34.030(4) RCW and Skagit County Code 12.18, a Solid Waste Advisory Committee shall continue operating for the purpose of rendering advice to Skagit County and the Municipalities Committee regarding solid and moderate risk waste related issues generally, service levels, disposal rates, and short and long term planning, and especially the administration and implementation of the Comprehensive Solid Waste Management Plan.

10.2 Membership of the Solid Waste Advisory Committee shall be as follows:

- (1) Regular members. The Solid Waste Advisory Committee shall consist of:
  - (a) One member from each Municipality in Skagit County which is a signatory to the Comprehensive Solid Waste Management Plan, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.
  - (b) One member from each Municipality in Skagit County which has its own Comprehensive Solid Waste Management Plan, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.
  - (c) Three members, each representing the unincorporated area of one of the three County Commissioner districts. The three members shall be recommended by the County Commissioners. The County Commissioners shall recommend candidates representing a spectrum of citizens, public interest groups, and businesses. Candidates shall be residents of Skagit County or firms licensed to do business in Skagit County.
  - (d) Two members shall be selected, one to represent commercial solid waste collection firms; and one to represent commercial recycling firms. These members shall be recommended by the County Commissioners.
  - (e) One ex officio, non-voting representative from the Skagit County Public Works Solid Waste Section.
  - (f) One ex officio, non-voting representative from the State of Washington Department of Ecology.
  - (g) One ex officio, non-voting representative from the Skagit County Health Department.
- (2) Auxiliary Members. The regular membership of the Solid Waste Advisory Committee may appoint auxiliary members for a specific time period to serve on the committee in a non-voting capacity, for the purpose of providing specific information, technical advice, and information of a general nature which is pertinent to the committee's activities or any other form of assistance which will aid the committee in carrying out its purposes.



10.3 Meetings. The Solid Waste Advisory Committee shall meet as required to carry out the purposes of the Committee. Meetings may be held at various locations within the County with written notification to the membership and chairman designating the time and place of such meetings. Meetings shall be held not less than quarterly. A quorum shall consist of a simple majority of the members on the Committee. A majority of the total voting membership of the Committee is required to pass a motion.

10.4 Transfer Station Oversight Sub-Committee. Provides operational and customer-based input on Skagit County Transfer Station operations and serves as an advisory resource to the Solid Waste Advisory Committee.

(1) Regular Members. The Transfer Station Oversight Sub-Committee shall consist of one staff member each from Mount Vernon, Sedro-Woolley, Burlington, Anacortes, Regional Disposal Company, Waste Management, Inc., Skagit River Steel and Recycling, and Skagit County Public Works.

(2) Meetings. The Transfer Station Oversight Sub-Committee shall meet every year, or as needed, to carry out the purposes of the Committee including making recommendations to the Solid Waste Advisory Committee.

11. Municipalities Committee.

11.1 Purpose. To review solid waste operations and Comprehensive Solid Waste Management Plan implementation. Any proposed changes or improvements significantly affecting the operation of the solid waste disposal system or which may directly or indirectly impact tipping fees or siting of disposal facilities shall be submitted to the Municipalities Committee prior to any final decision by the Board of Skagit County Commissioners to provide an opportunity for adequate review, deliberation, and the formulation of comments and recommendations.

11.2 Regular Members. The Municipalities Committee shall consist of one (1) Municipality Council member and the Mayor from each of the eight (8) Municipalities executing this agreement. A Mayor may choose a second Municipality Council member as his/her designee.

11.3 Meetings. The Municipalities Committee shall meet every two years, or as needed to review the status of the solid waste disposal system; any recommendations from the Solid Waste Advisory Committee; tipping fee adjustments; and, any proposed changes or improvements significantly affecting the operation of the solid waste disposal system.

12. Miscellaneous.



- 12.1 No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Interlocal Agreement.
- 12.2 This Interlocal Agreement is not entered into with the intent that it shall benefit any Municipality not signing this agreement and no other person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.
13. If any term or condition of this Interlocal Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Interlocal Agreement are declared severable.

**IN WITNESS WHEREOF**, this Interlocal Agreement has been executed by the parties shown below and is dated as of the 17<sup>th</sup> day of May, 2004.

Dean Maxwell  
City of Anacortes  
Mayor Dean Maxwell

Roger Tjeerdsma  
City of Burlington  
Mayor Roger Tjeerdsma

John Rantschler  
Town of Concrete  
Mayor John Rantschler

Timothy G. Bates  
Town of Hamilton  
Mayor Timothy Bates

Wayne Everton  
Town of La Conner  
Mayor Wayne Everton

Chris Stormont  
Town of Lyman  
Mayor Chris Stormont

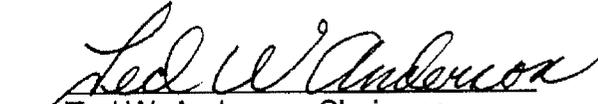
Bud Norris  
City of Mount Vernon  
Mayor Bud Norris

Sharon Dillon  
City of Sedro-Woolley  
Mayor Sharon Dillon



APPROVED:

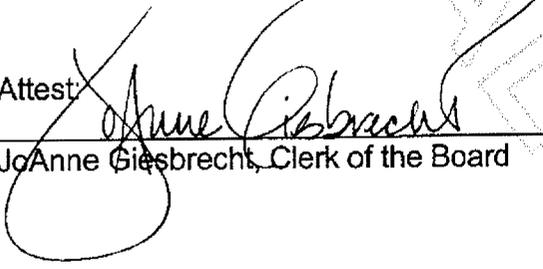
**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

  
Ted W. Anderson, Chairman

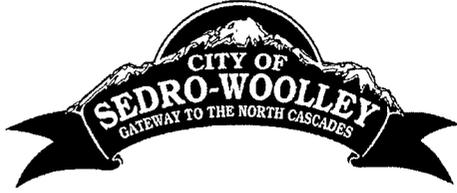
\_\_\_\_\_  
Don Munks, Commissioner

  
Kenneth A. Dahlstedt, Commissioner

Attest:

  
JoAnne Giesbrecht, Clerk of the Board





CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 23 2008

7:00 PM. COUNCIL CHAMBERS  
AGENDA NO. 9

**CITY OF SEDRO-WOOLLEY**

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

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Clarification of the RCW 35A Adoption Ordinance  
DATE: January 23, 2008

ISSUE: Should the Council adopt the proposed ordinance clarifying the intent of Ordinance 1582-07?

BACKGROUND: Upon a detailed review of Ordinance 1582-07 as part of our implementation of the new classification of noncharter code city, a potential ambiguity was identified in the adopting ordinance. The ambiguity might allow someone in the future to believe that the Council intended to be governed by RCW 35.23 rather than RCW 35A.12. Your clear intent in Resolution 741-07, my memo to you and our discussions was to be governed under RCW 35A.12 (noncharter code city with a mayor-council form of government).

RECOMMENDATION: Motion to adopt the ordinance clarifying Ordinance 1582-07.

**ORDINANCE NO.**

**AN ORDINANCE** amending Ordinance 1582-07 to clarify a potential ambiguity regarding the intention to be governed by RCW 35A.

**WHEREAS**, the City Council by Resolution No. 741-07 passed May 9, 2007, declared its intention to adopt for the City of Sedro-Woolley the classification of noncharter code city retaining the mayor-council plan of government under which it is now operating; and

**WHEREAS**, said resolution was duly published in the Courier-Times, a newspaper of general circulation with the City of Sedro-Woolley on May 16, 2007, and;

**WHEREAS**, A period of not less than ninety (90) days from the date of Resolution No. 741-07's publication, excluding the date of the first publication, has elapsed and no timely and sufficient referendum petition has been filed, pursuant to Section 35A.02.035 RCW; and

**WHEREAS**, the City Council adopted Ordinance 1582-07 on August 22, 2007;

**WHEREAS**, the City Council desires to ensure that there is no ambiguity about its intent in adopting the optional municipal code while retaining the mayor-council plan of government authorized under RCW 35A.12; Now, Therefore;

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

**Section 1.** There is hereby adopted for the City of Sedro-Woolley, Washington, the classification of noncharter code city retaining the same general plan of government under which the City of Sedro-Woolley is currently organized but governed according to RCW 35A.12.

**Section 2.** That the Clerk/Treasurer is hereby authorized and directed to forward to the secretary of state a certified copy of this ordinance for filing pursuant to Section 35A.02.040 RCW.

**Section 3.** This ordinance shall take effect five (5) days from and after its passage, approval, and publication as provided by law.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of January, 2008, and signed in authentication of its passage this \_\_\_\_ day of January, 2008.

\_\_\_\_\_  
Mike Anderson, Mayor

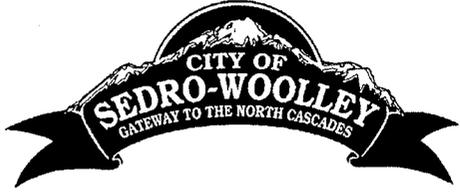
Attest:

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

Approved as to form:

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

Published \_\_\_\_\_



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

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 23 2008

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

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Zero Side Setbacks in R-15 Zone  
DATE: January 23, 2008

ISSUE: Should the Council adopt the proposed ordinance adopting the new code language recommended by the Planning Commission and voted on by the Council on October 10, 2007?

BACKGROUND: I made a mistake in the preparation of the staff memo to Council for your October 10, 2007 meeting. The staff memo included the proposed language, the Planning Commission findings and a recommendation for a motion to adopt the new language, *but not an ordinance to make it effective.*

Attached is a proposed ordinance that adopts the new code language which allows for zero side setback developments in certain circumstances in the R-15 zone. The language is the same as you voted on in last October, but you need to adopt an ordinance to make it effective.

RECOMMENDATION: Motion to adopt the ordinance permitting zero side setbacks in the R-15 zone.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 17.16 TO CREATE A NEW SECTION  
PERMITTING ZERO SIDE SETBACKS

Whereas, a request was made to allow for zero side setbacks in certain circumstances in the R-15 zone;

Whereas, the Planning Commission held a public hearing on August 21, 2007 and recommended that the code be amended to allow for zero side setback developments in certain circumstances in the R-15 zone;

Whereas, the City Council discussed and adopted this proposed change on October 10, 2007, but did so without the accompanying ordinance; and

Whereas, the City Council desires to accept the Planning Commission recommendations and create a new section, SWMC 17.16.035; Now therefore,

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

**Section 1.** A new section, SWMC 17.16.035 is created to read as follows:

**17.16.035 Zero side setbacks permitted**

**Intent:** It is the intent of this section to allow for the creation of new lots within an existing lot where buildings on the new lots are not required to maintain side setbacks for the purpose of allowing townhouses with condominium-style ownership that would include not only the interior spaces but also a portion of the land outside of the building. All other setbacks including those to the property lines of the parcel being subdivided, the front and rear setbacks, streets, driveways, etc. shall be maintained.

A. A division of land allowing no minimum side setbacks to interior lot lines shall be permitted provided that all other requirements of the zoning district shall remain applicable. Interior lot lines are those that are created as part of the proposed land division.

B. The standard setback requirements defined in SWMC 17.16.020 shall apply to the property lines of the parcel being subdivided.

C. No more than eight (8) dwelling units per building may be attached utilizing the provisions of this code section.

D. No more than one dwelling unit shall be allowed on any lot with reduced side setbacks created through the provisions of this section of the code.

E. All proposed developments permitted using this section shall comply with the Design Review Standards of SWMC Chapter 15.44 and shall be reviewed by the Design Review Committee to determine conformance.

F. All developments utilizing the provisions of this section must establish a homeowner's association per SWMC 16.04.080(C).

**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 \_\_\_ day of January, 2008.

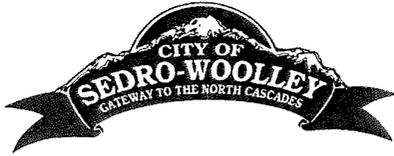
\_\_\_\_\_  
MIKE ANDERSON, MAYOR

Attest:

\_\_\_\_\_  
Patsy Nelson, City Clerk

Approved as to form:

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



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

**CITY COUNCIL AGENDA  
REGULAR MEETING**

---

OCT 10 2007

**MEMO:**

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

To: City Council

From: Jack Moore,  
Director of Planning & Community Development

Date: October 10, 2007

Subject: Proposed ordinance amendment for R 15 zoning (2nd reading)

---

**ISSUE**

Should the Council approve the attached amendment changing the side setbacks to interior lot lines of multi-family developments?

**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 17.16.

The Planning Commission voted to recommend to the City Council **APPROVAL** of the request for a Zoning Ordinance Amendment to change the *Sedro-Woolley Municipal Code* (SWMC) to allow no minimum side setbacks to interior lot lines of multi-family developments in the R-15 zoning district.

Included in this memo is:

- Exhibit A** - Planning Commission's proposed ordinance language; and
- Exhibit B** - Planning Commission's proposed ordinance language **with additional clarifications requested by the City Attorney**; and
- Exhibit C** - The Planning Commission's *Findings of Fact, Conclusions and Decision*.

**RECOMMENDED ACTION**

Motion to approve the proposed changes to Municipal Code Chapter 17.16, modifying the required side setback requirements in the R-15 zoning district.

# **Exhibit A**

### **17.16.035 Zero side setbacks permitted**

- A. A division of land allowing no minimum side setbacks to interior lot lines shall be permitted provided that all other requirements of the zoning district shall remain applicable.
- B. The standard setback requirements defined in SWMC 17.16.020 shall apply to property lines contiguous with the parcel being subdivided.
- C. No more than eight (8) dwelling units per building may be attached utilizing the provisions of this code section.
- D. No more than one dwelling unit shall be allowed on any lot with reduced side setbacks created through the provisions of this section of the code.
- E. All proposed developments permitted using this section shall comply with the Design Review Standards of SWMC Chapter 15.44 and shall be reviewed by the Design Review Committee to determine conformance.
- F. All developments utilizing the provisions of this section must establish a homeowner's association.

# **Exhibit B**

### 17.16.035 Zero side setbacks permitted

**Intent:** It is the intent of this section to allow for the creation of new lots within an existing lot where buildings on the new lots are not required to maintain side setbacks for the purpose of allowing townhouses with condominium-style ownership that would include not only the interior spaces but also a portion of the land outside of the building. All other setbacks including those to the property lines of the parcel being subdivided, the front and rear setbacks, streets, driveways, etc. shall be maintained.

A. A division of land allowing no minimum side setbacks to interior lot lines shall be permitted provided that all other requirements of the zoning district shall remain applicable. Interior lot lines are those that are created as part of the proposed land division.

B. The standard setback requirements defined in SWMC 17.16.020 shall apply to the property lines of the parcel being subdivided.

C. No more than eight (8) dwelling units per building may be attached utilizing the provisions of this code section.

D. No more than one dwelling unit shall be allowed on any lot with reduced side setbacks created through the provisions of this section of the code.

E. All proposed developments permitted using this section shall comply with the Design Review Standards of SWMC Chapter 15.44 and shall be reviewed by the Design Review Committee to determine conformance.

F. All developments utilizing the provisions of this section must establish a homeowner's association per SWMC 16.04.080(C).

# **Exhibit C**

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION  
STATE OF WASHINGTON**

<p><b>In the Matter of:</b></p> <p>Zoning Variance Application # <u>ZA-1-07</u></p> <p>Proposed revision to allowed side setbacks in the R-15 (multi-family) zone</p>	<p><b>ZONING ORDINANCE AMENDMENT – FINDINGS OF FACT, CONCLUSIONS AND DECISION</b></p>
---	---

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, August 21, 2007** under an application filed with the City of Sedro-Woolley by the applicant requesting a public hearing and recommendation from the Planning Commission pursuant to SWMC 2.90.010(D)3 and as described by Planning Department Staff Report hereby attached and made a part of this recommendation.

<b>Application Date:</b>	June 30, 2007
<b>Recommendation:</b>	Staff Recommends Approval of the Request to modify section 17.16 of the SWMC
<b>Hearing Date:</b>	Tuesday, August 21, 2007
<p><b>Proponent:</b> Skagit Surveyors &amp; Engineers 806 Metcalf St. Sedro-Woolley, WA 98284</p>	

<b>Zoning District: R-15 Residential (multi-family)</b>			
Minimum lot size:	Minimum lot size:	Minimum lot size:	Minimum lot size:
Front Setback:	Front Setback:	Front Setback:	Front Setback:
Side Setback:	Side Setback:	Side Setback:	Side Setback:
Rear Setback:	Rear Setback:	Rear Setback:	Rear Setback:

## **Description of proposal**

The applicant requests that the City consider changing the Sedro-Woolley Municipal Code (SWMC) to allow zero lot line setbacks to interior lot lines of multi-family developments in the R-15 zoning district.

See attached- Exhibit A: Cover letter  
Exhibit B: Proposed code language

## **FINDINGS OF FACT**

1. On June 30, 2007, Skagit Surveyors & Engineers submitted a request for a change in SWMC 17.16.
2. SWMC sections 2.90.010 (C)5 and 2.90.010 (D)6 define the type of actions and general procedures regulated as a legislative change of the municipal code.
3. SWMC section 2.90.050 regulates the procedures of the required public hearing.
3. Staff has reviewed the request to determine the possible differences, if any, to the nature of a project using the code as proposed.
4. Staff has reviewed former projects within Sedro-Woolley to determine if this type of development has been approved previously.
5. Staff has contacted adjacent jurisdictions to determine their experiences, good or bad, with developments using zero-lot-line setbacks.
6. Staff has researched proposal through Municipal Research and Services Center (MRSC) and through the American Planning Association (APA).
7. A Notice of Public Hearing for the proposed code changes was published on August 8, 2007 in the Courier-Times.
8. At the hearing, the Planning Department recommended that the Planning Commission make a motion to recommend to the City Council approval of the proposed code language, as shown in Exhibit B, allowing no minimum setbacks to interior lot lines for projects in the R-15 zoning district.
9. The applicant spoke and briefly summarized what was contained in the written request, i.e. the reasons that it would not change the physical nature of the property, would not be detrimental to the neighborhood and how it could encourage owner-occupied housing.
10. There was no public comment on this proposal.

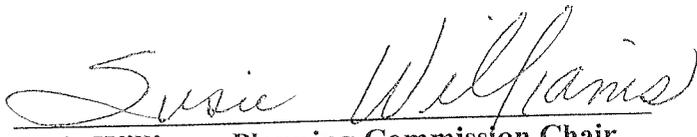
## CONCLUSIONS

The Planning Commission, having reviewed the application and all submitted documents by the applicant, makes the following conclusions:

1. The proposed code amendment would not physically change the type or number of structures allowed (duplexes, triplexes, multi-family) in the R-15 Zone, but would allow a condominium-style ownership that would include a small amount of yard.
2. All other code requirements would remain in effect, including building code and fire code.
3. This zero-lot-line setback construction and ownership method has been previously approved by the City of Sedro-Woolley as part of the Planned Residential Development of Klinger Estates.
4. The cities of Burlington and Mount Vernon both allow zero-lot-line development within their respective jurisdictions. Neither planning departments expressed any recognizable drawbacks to this form of ownership as long as total allowable densities are not increased and building and fire code requirements are met.
5. The MRSC and APA both promote the concept of zero-lot-line setbacks as a way of helping provide affordable owner-occupied housing while encouraging improved neighborhood aesthetics as a result of individual ownership of exterior spaces.
6. The Planning Commission stated that the proposed ordinance should allow for 8 units per building to be consistent with what is currently allowed in the R-15 zoning district. Staff noted recommended changes and verified the revised text with the Planning Commission.
7. The Planning Commission stated that the proposed ordinance should require the establishment of a homeowner's association to assist in establishing a level of neighborhood maintenance and aesthetics. Staff noted recommended changes and verified the revised text with the Planning Commission.
8. Based upon the foregoing, the Planning Commission recommends to the City Council approval of the request for a Zoning Ordinance Amendment to change the Sedro-Woolley Municipal Code (SWMC) to allow zero lot line setbacks to interior lot lines of multi-family developments in the R-15 zoning district.

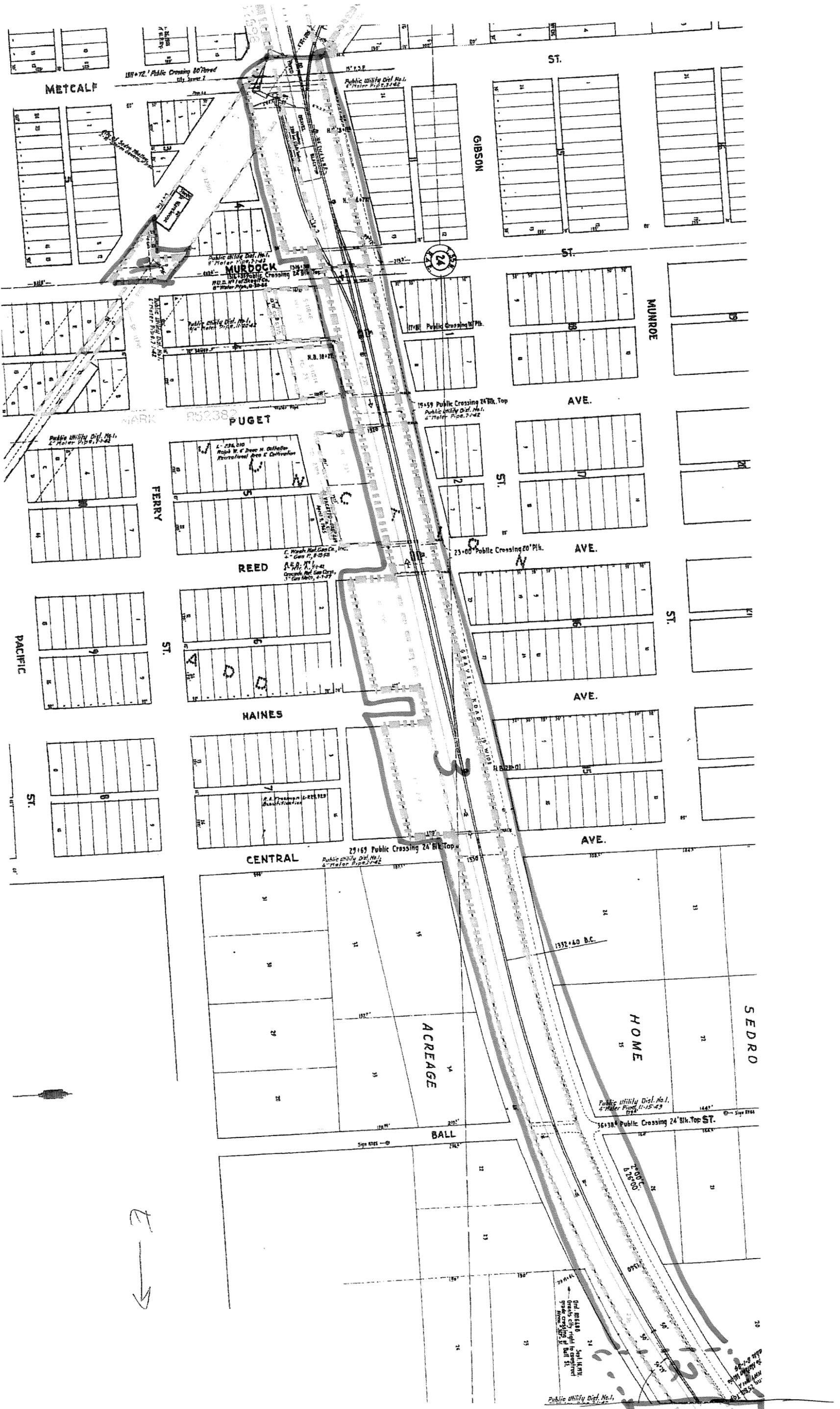
**CERTIFICATION**

The City of Sedro-Woolley Planning Commission hereby recommends to the City Counsel **APPROVAL** of the request for a Zoning Ordinance Amendment to change the Sedro-Woolley Municipal Code (SWMC) to allow zero lot line setbacks to interior lot lines of multi-family developments in the R-15 zoning district at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, August 21, 2007**, at which time a quorum was present and the decision was for approval by a vote of **4 FOR, 1 AGAINST**, and **0 ABSTENTIONS** with Commissioner Loy voting against.

  
Susie Williams, Planning Commission Chair

9-13-2007  
Date

11409 / GN



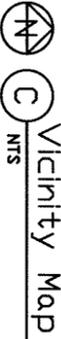
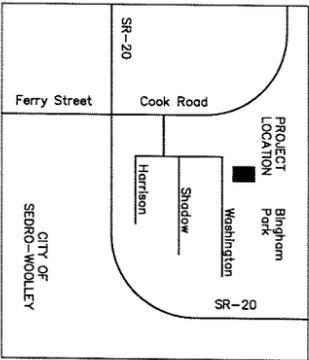
E →

Township

414'E

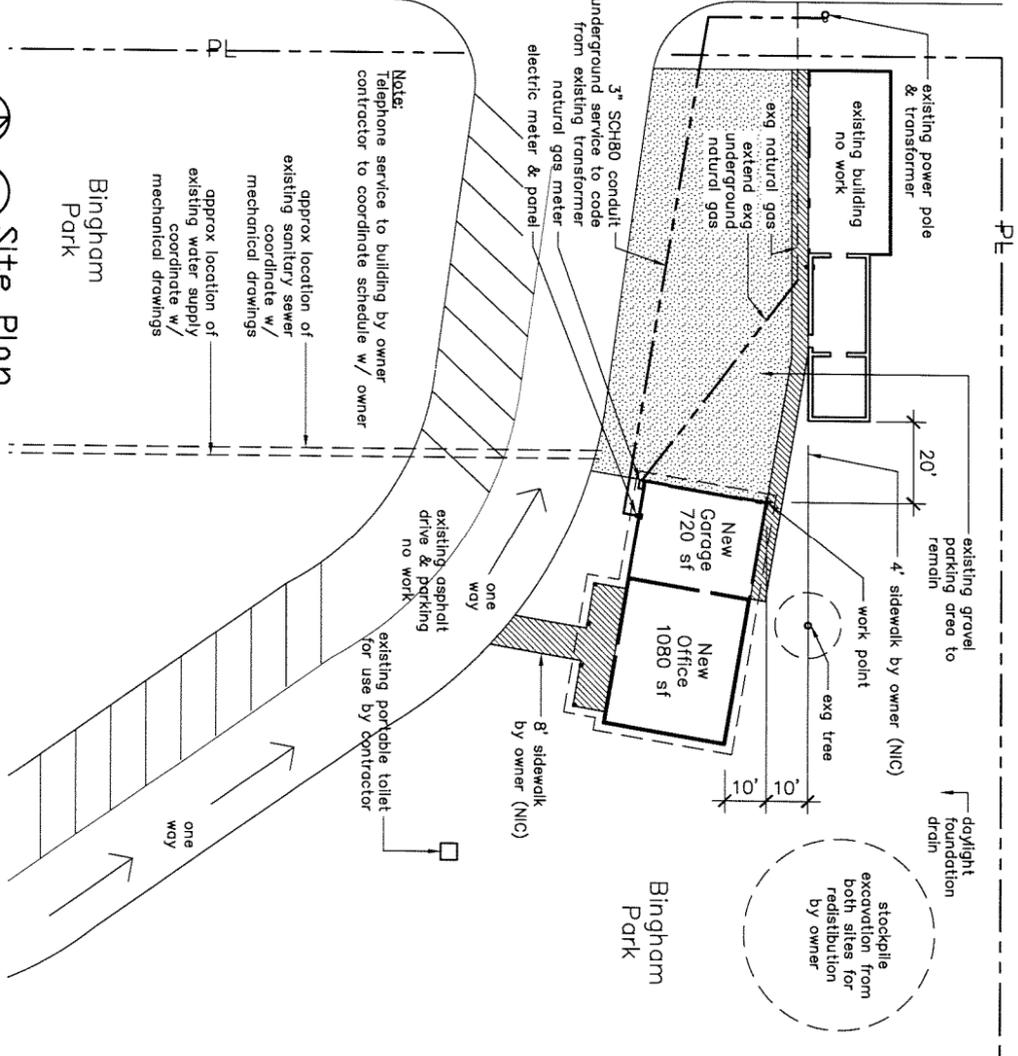
JAN 23 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 15 Washington Street



Copyright:

The specific purpose of these documents is to construct a new 1,800 sq ft Parks Department Building to be located at Bingham Park in Sedro-Woolley, Washington for the City of Sedro-Woolley. All designs, drawings, and specifications are prepared by the architect and are the property of the architect. Republishing, disclosure or use of these documents or their contents for other than the intended purpose by any individual or individuals is expressly forbidden without the written permission of the architect. Copyright Mark E. Christ, Architect, 2008



Site Plan  
1\"/>

**Description of the Work:**  
The new construction of a 1,800 sq ft Building for the Sedro-Woolley Parks Department.

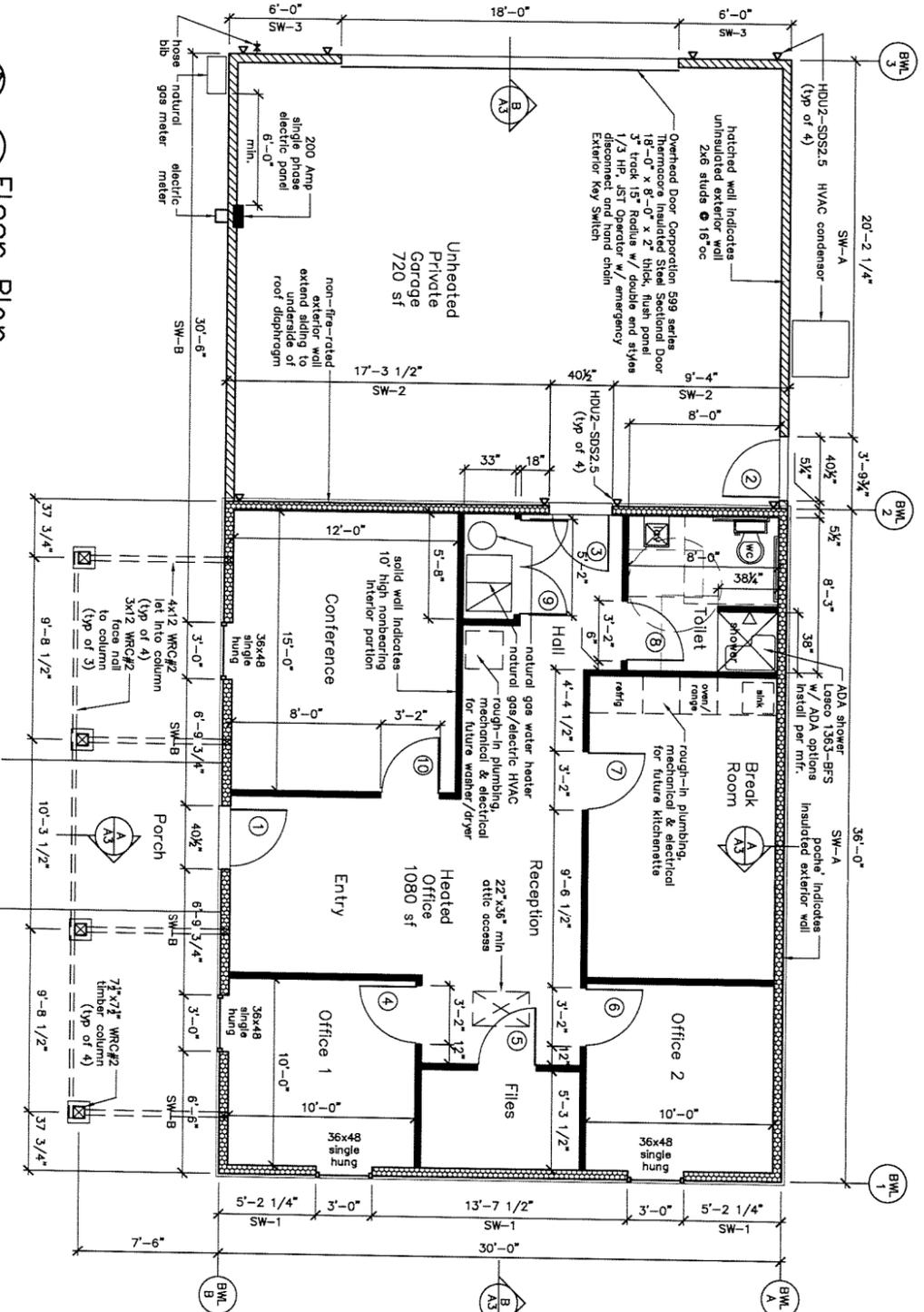
**Project Team**  
Owners Representative:  
Eron Burg, City Supervisor  
The City of Sedro-Woolley  
720 Murdock Street  
Sedro-Woolley, WA 98284  
phone: 360-855-1661 ext 161

Architect:  
Mark E. Christ, Architect  
810 Bennett Street  
Sedro-Woolley, WA 98284  
phone: 360-855-1546

Mechanical Engineer:  
Carl Garrison  
Garrison Engineering  
1907 Park Avenue  
Burlington, WA 98233  
phone: 360-707-5656

**Drawing Index**

- A1 Vicinity Map, Site Plan, Floor Plan
- A2 Foundation Plan, Roof Framing Plan
- A3 Building Sections, Exterior Elevations
- A4 Wall Section, Electrical Plan, Details
- M1 Mechanical Notes, Schedules
- M2



Floor Plan  
1/4\"/>

**Zoning Ordinance Information**  
Present Zone: Public Zone (P)  
Permitted Use: Public Uses, Quasi-public Uses  
Min. Setbacks: None  
Max. Building Height: None  
Min. Lot Area: None  
Min. Lot Width: None  
Min. Lot Frontage: None  
Parking: 20 FT  
Offices: 1 Space/300 SF = 4 Spaces

**2003 IBC Building Code Information**  
Occupancy: Group B, civic administration  
Group U, private garage  
Nonseparated Occupancies per ICC 508.3.2  
Not required due to scale of building  
Occupancy Separation: NB nonrated  
Construction: 3,000 sq ft per ICC 406.1.2  
Allowable Area: 10 FT  
Nonrated Exterior Wall: 10 FT fire separation distance

**Structural**  
Soil Bearing Pressure: Assumed @ 1,500 psf  
Roof Live Load: 25 psf  
Roof, Live/Snow Load: 40 psf uniform load  
Wind Speed: 85 mph  
Exposure: B

**MERC. Residential Prescriptive Requirements**  
Climate Zone: Zone 1  
Space Heat Type: All Others (natural gas)  
Roofs: R=30  
Oppaque Walls: R=19  
Oppaque Ceilings: U=0.60  
U=0.60 (perimeter insulation)  
Stair On Grade: Mechanical Contractor to provide  
Mechanical Information

**1.0 GENERAL**  
1.1 APPLICABLE CODE  
The design and construction of this structure shall conform with the provisions of the International Building Code 2006 edition. For a determination of conflicting codes or information contained herein, consult the architect or building official.

1.3 FIELD VERIFICATION  
Contractor shall verify all dimensions, locations and field conditions prior to construction. Report any deviations to the architect for resolution.

1.5 RESPONSIBILITY  
Contractor is responsible for confirming and correlating dimensions and quantities at the job site, fabrication and erection processes and techniques, safe construction methods, coordination of work with other trades and contractors, and satisfactory completion of work with contract documents.

2.1 Erection control methods as are required by the Building Department shall be employed prior to and during construction and maintained until permanent vegetation is established. The contractor shall consist of the installation of Filter Fabric Fence or Straw Bale Barrier, silt, location, and as directed by the Planning & Permit Center.

2.4 The difference in elevation between the top of the exterior foundation and the drainage discharge point shall be 12 inches plus 2%. Foundation drains shall be 4 inch diameter perforated PVC or ABS pipe. Drainage shall slope @ 2% to a discharge point and/or authorized by others without written concurrence of the architect.

Shear Wall Schedule

Wall No.	Floor	Panel No.	Panel Thickness	A.P.A. Grade	Nail Size	Field Nail Spacing	Edges Nail Spacing	Blocking Req'd	Simpson Holdown	Secure To	Quantity
SW1	1st	1	15/32"	PMD Sliding	8d	6" O.C.	12" O.C.	2x6	Yes	none	4
SW2	1st	1	15/32"	PMD Sliding	8d	6" O.C.	12" O.C.	2x6	Yes	HDU2-SOS2.5	2 Studs
SW3	1st	1	15/32"	PMD Sliding	8d	6" O.C.	12" O.C.	2x6	Yes	HDU2-SOS2.5	2 Studs
SW4	1st	1	15/32"	PMD Sliding	8d	6" O.C.	12" O.C.	2x6	Yes	none	4
SWB	1st	1	15/32"	PMD Sliding	8d	6" O.C.	12" O.C.	2x6	Yes	none	4

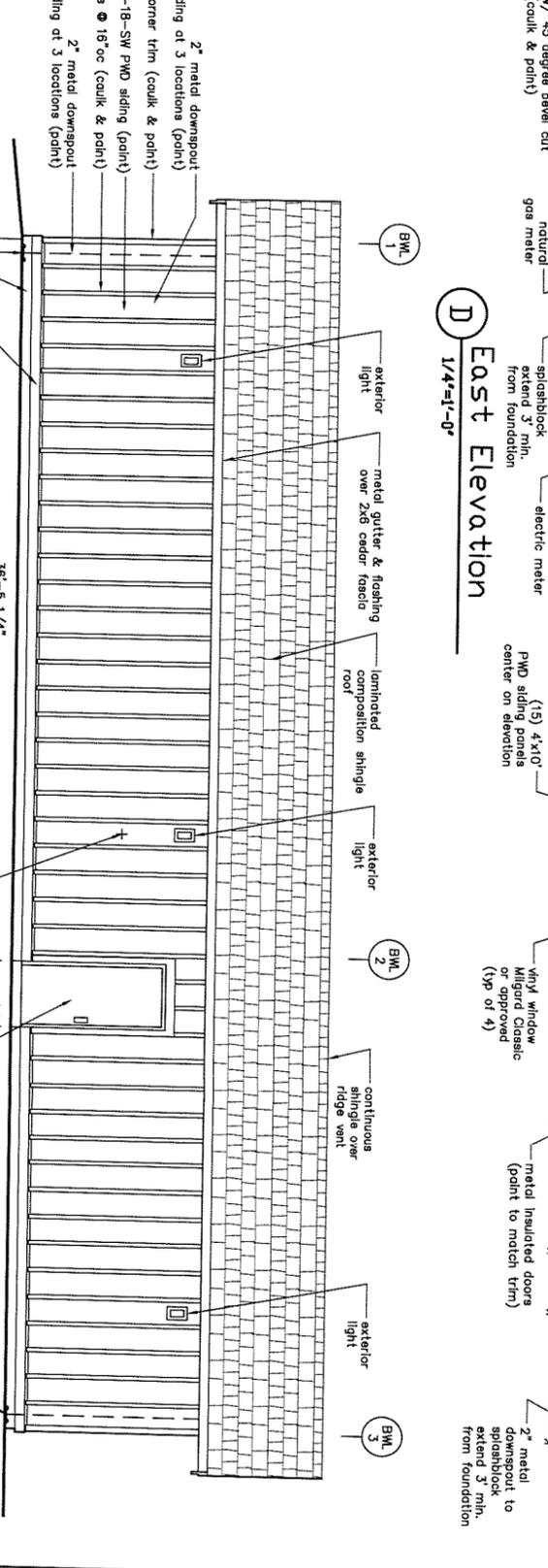
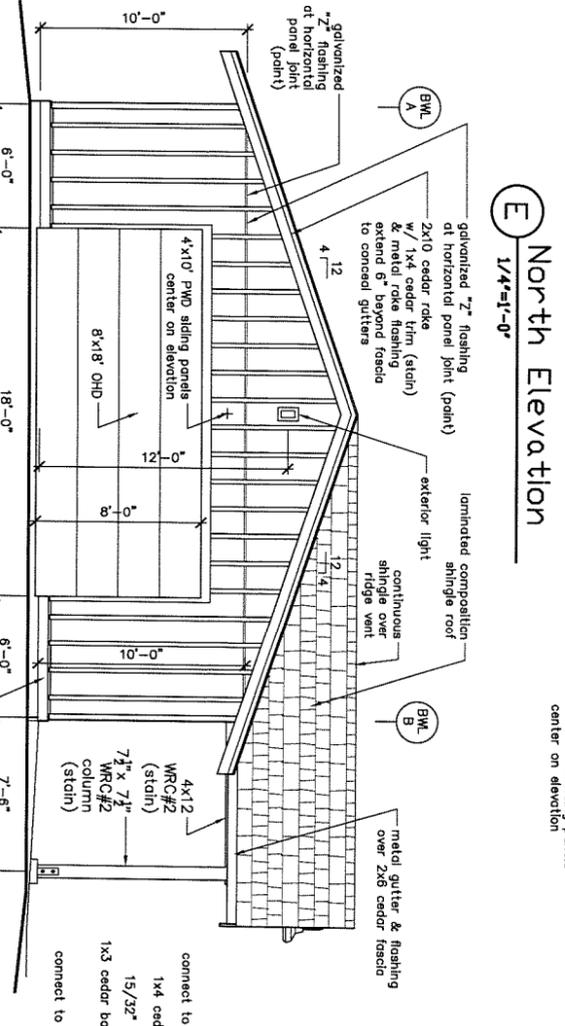
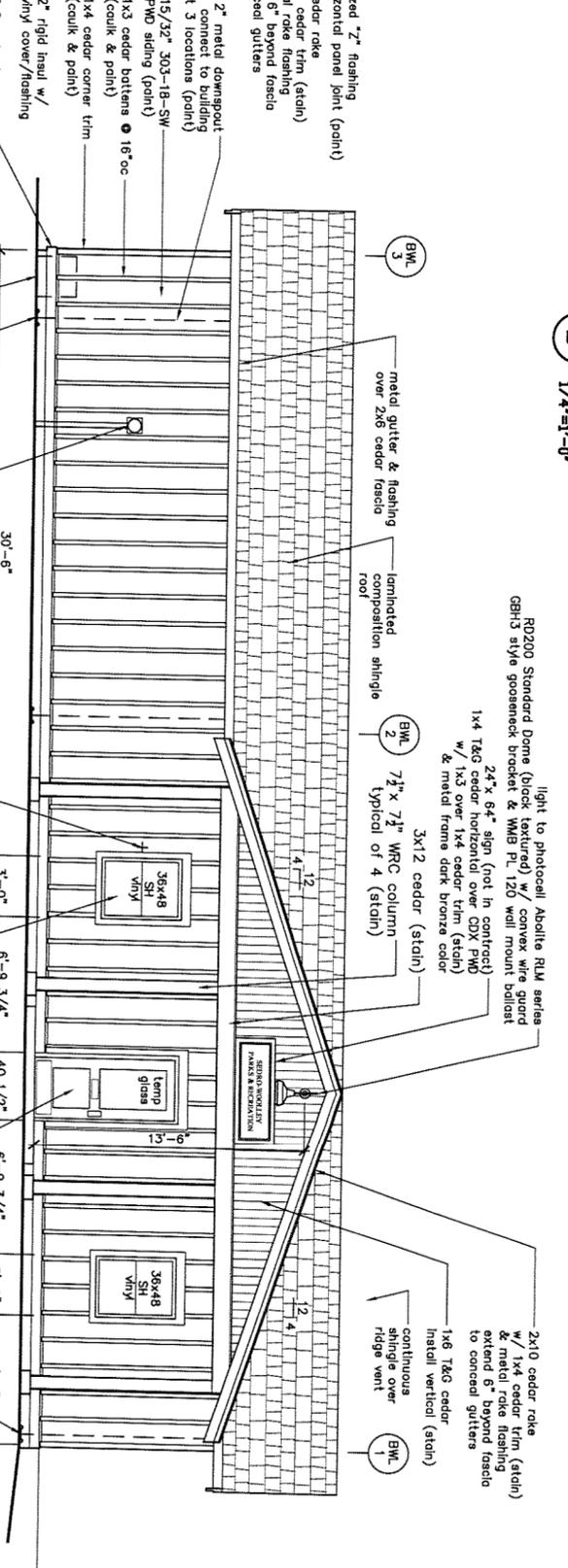
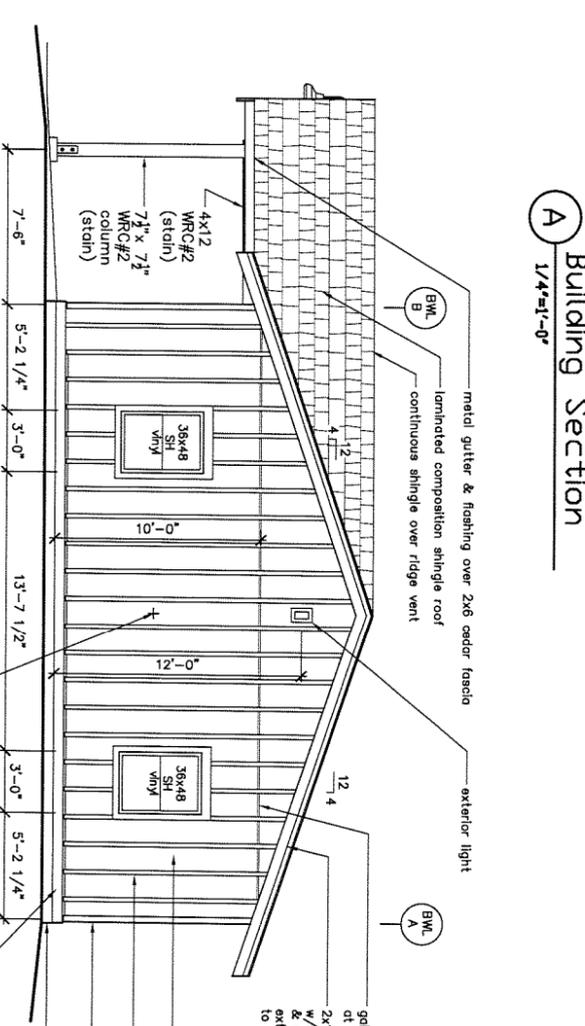
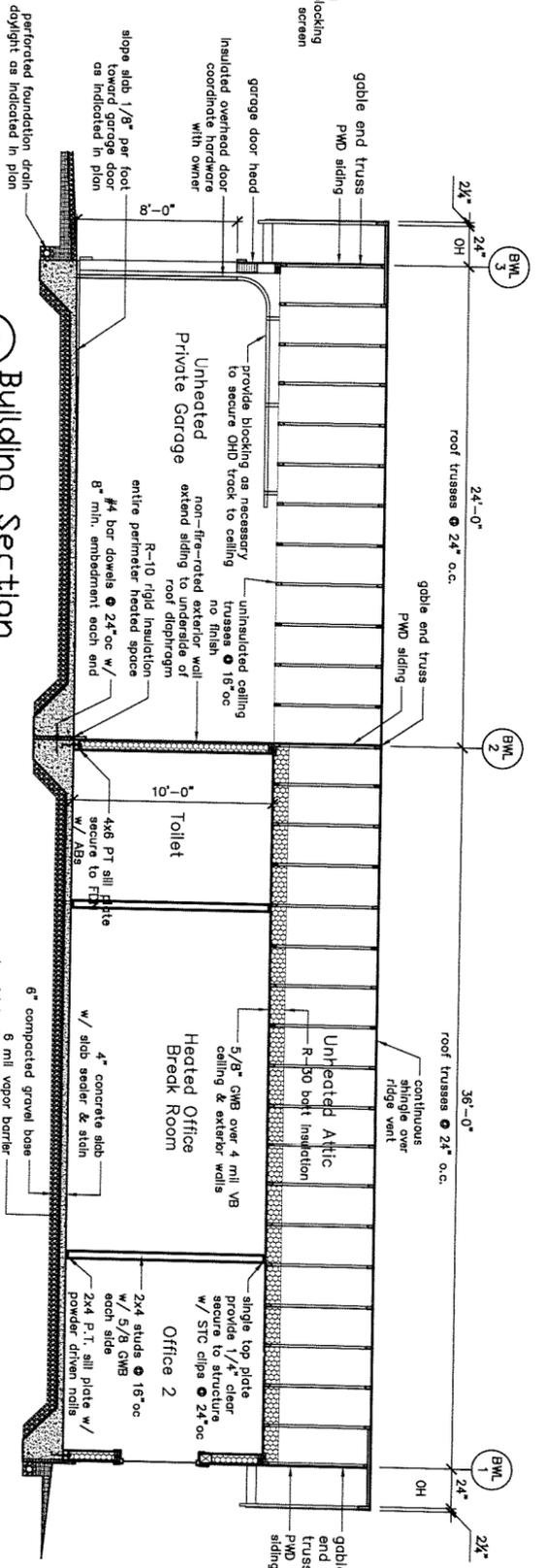
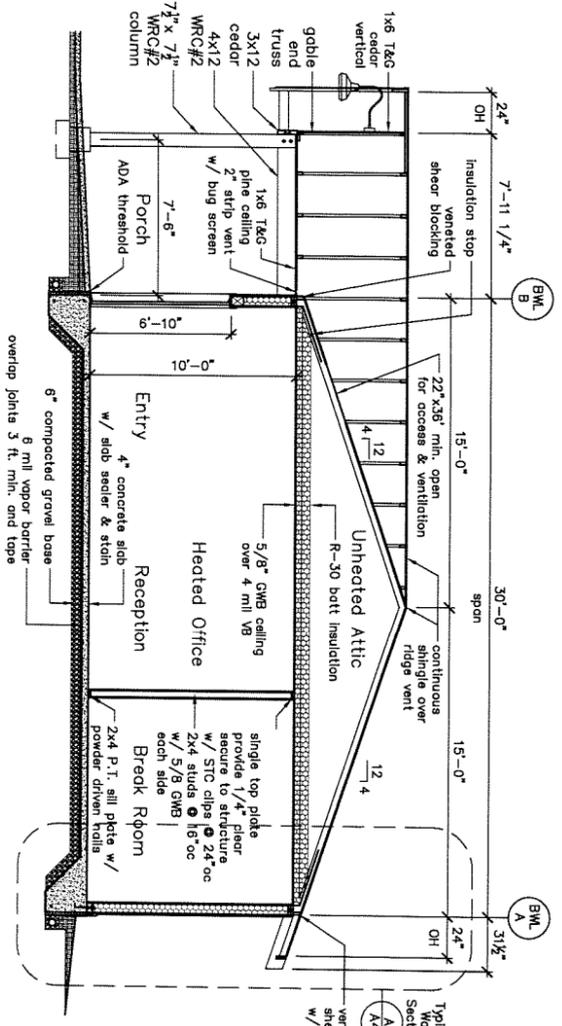
**2.0 SITE WORK**  
2.1 Locate underground utilities prior to construction. Call 800-485-5858, 48 hours prior to excavation.

2.2 Remove all vegetation and organic matter to a minimum depth of 12 inches below proposed building site. Slopes of excavations, 4' deep or greater shall not be steeper than 2 horizontal to 1 vertical unless engineering geologist's report indicates steeper slope stability. Stockpile in approved location for later redistribution.

2.3 Erosion control methods as are required by the Building Department shall be employed prior to and during construction and maintained until permanent vegetation is established. The contractor shall consist of the installation of Filter Fabric Fence or Straw Bale Barrier, silt, location, and as directed by the Planning & Permit Center.

2.4 The difference in elevation between the top of the exterior foundation and the drainage discharge point shall be 12 inches plus 2%. Foundation drains shall be 4 inch diameter perforated PVC or ABS pipe. Drainage shall slope @ 2% to a discharge point and/or authorized by others without written concurrence of the architect.





**B Building Section**  
1/4"=1'-0"

**A Building Section**  
1/4"=1'-0"

**D East Elevation**  
1/4"=1'-0"

**E North Elevation**  
1/4"=1'-0"

**C South Elevation**  
1/4"=1'-0"

**F West Elevation**  
1/4"=1'-0"

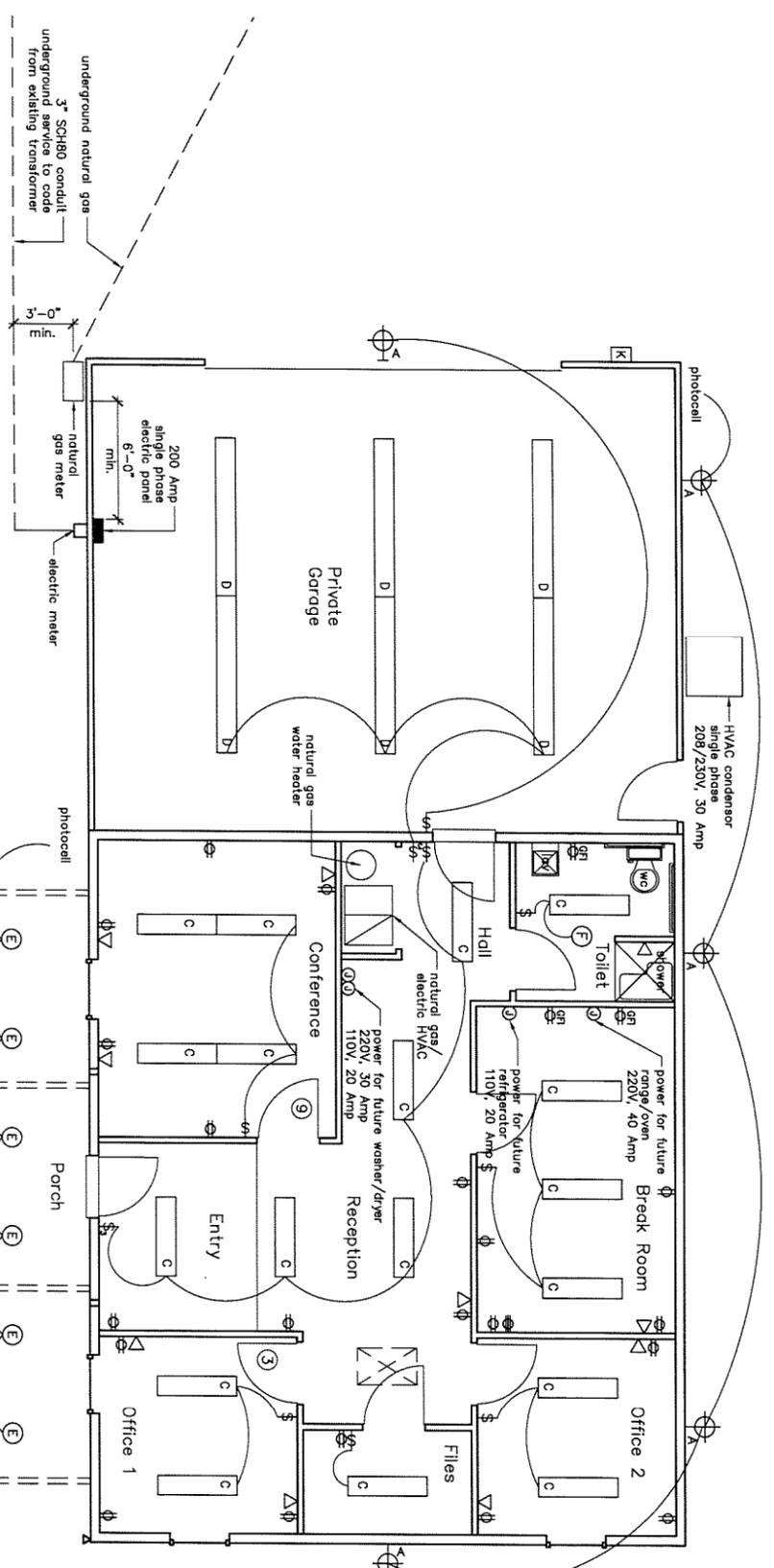
Mark E. Christ, Architect  
810 Bennett Street  
Sedro-Woolley, WA 98284  
phone (360) 855-1546

New Office Building for  
Sedro-Woolley Parks Department

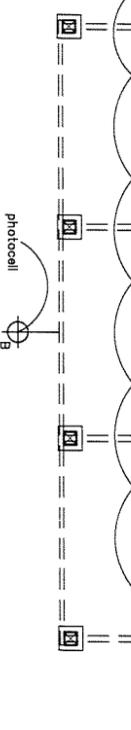
Date: 01/16/08

Sheet:

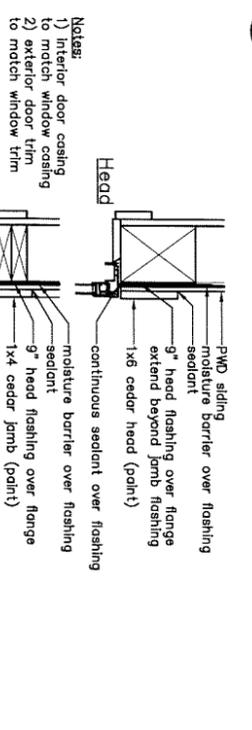
A3



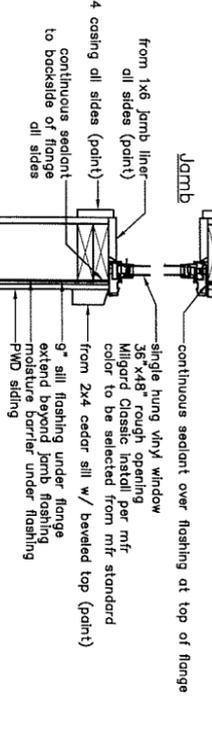
**B Electrical Plan**  
1/4"=1'-0"



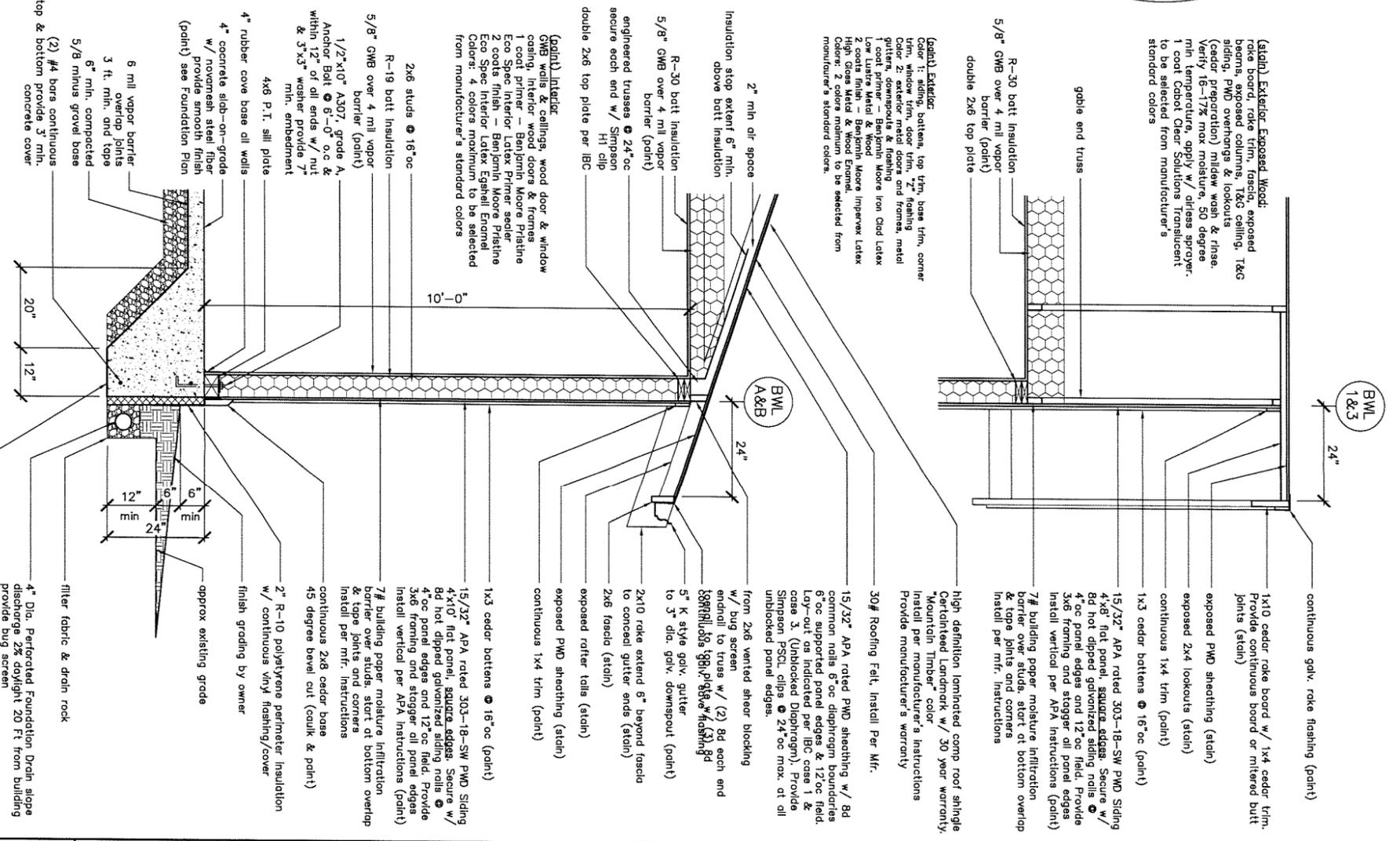
**D Exterior Door head/jamb**  
1 1/2"=1'-0" (typical at Doors 1, 2, and 3)



**E Window Detail**  
1 1/2"=1'-0"

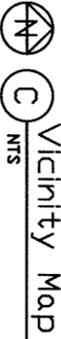
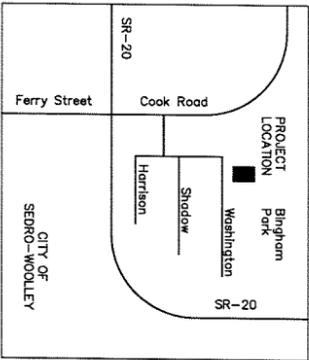


**A Typical Wall Section**  
3/4"=1'-0"



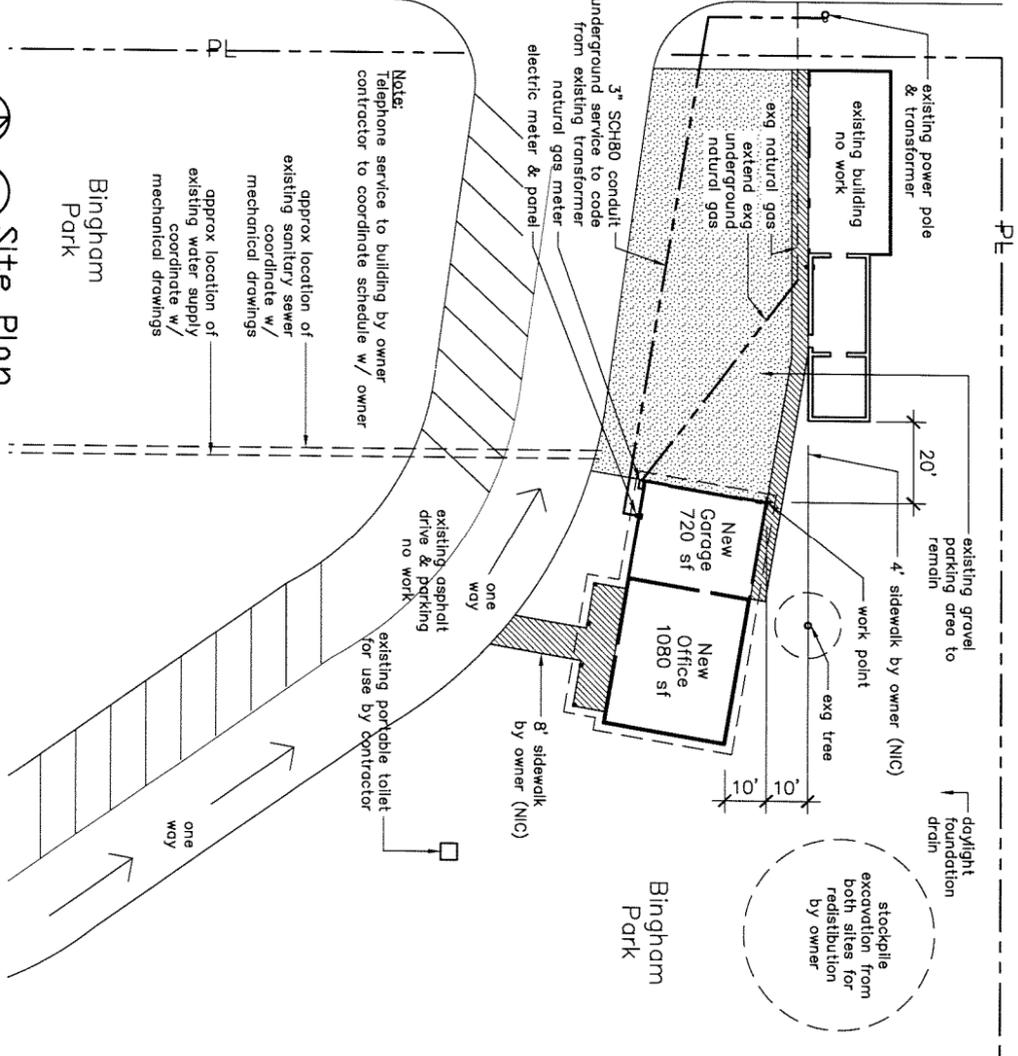
JAN 23 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. S Washington Street



Copyright:

The specific purpose of these documents is to construct a new 1,800 sq ft Parks Department Building to be located at Bingham Park in Sedro-Woolley, Washington for the City of Sedro-Woolley. All designs, drawings, and specifications are prepared by the architect and are the property of the architect. Republishing, disclosure or use of these documents or their contents for other than the intended purpose by any individual or individuals is expressly forbidden without the written permission of the architect. Copyright Mark E. Christ, Architect, 2008



Site Plan  
1\"/>

**Description of the Work:**  
The new construction of a 1,800 sq ft Building for the Sedro-Woolley Parks Department.

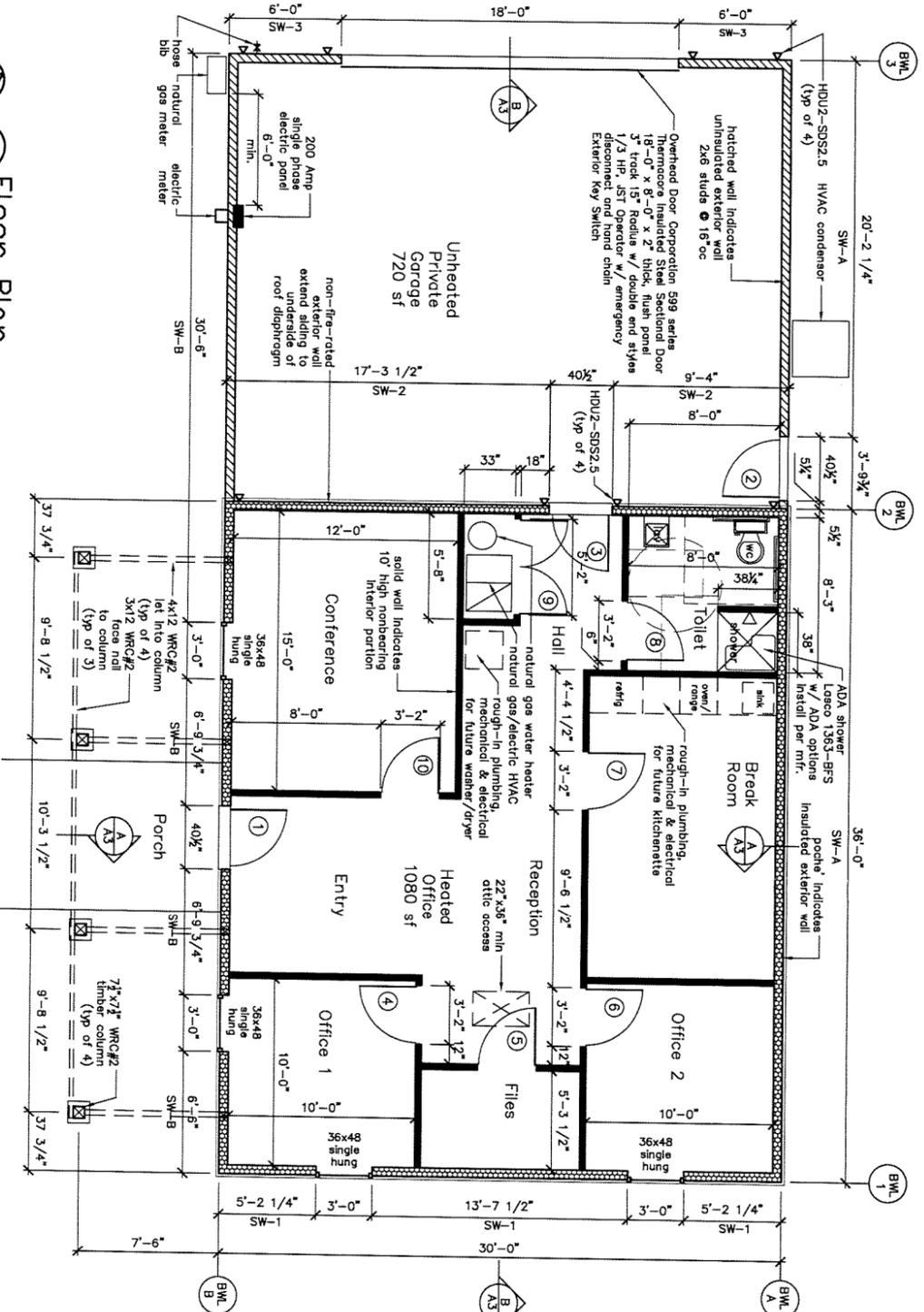
**Project Team**  
Owners Representative:  
Eron Burg, City Supervisor  
The City of Sedro-Woolley  
720 Murdock Street  
Sedro-Woolley, WA 98284  
phone: 360-855-1661 ext 161

Architect:  
Mark E. Christ, Architect  
810 Bennett Street  
Sedro-Woolley, WA 98284  
phone: 360-855-1546

Mechanical Engineer:  
Carl Garrison  
Garrison Engineering  
1907 Park Ave  
Burlington, WA 98233  
phone: 360-707-5656

**Drawing Index**

- A1 Vicinity Map, Site Plan, Floor Plan
- A2 Foundation Plan, Roof Framing Plan
- A3 Building Sections, Exterior Elevations
- A4 Wall Section, Electrical Plan, Details
- M1 Mechanical Notes, Schedules
- M2



Floor Plan  
1/4\"/>

**Zoning Ordinance Information**  
Present Zone: Public Zone (P)  
Permitted Use: Public Uses, Quasi-public Uses  
Min. Setbacks: None  
Max. Building Height: None  
Min. Lot Area: None  
Min. Lot Width: None  
Min. Lot Frontage: None  
Parking: 20 FT  
Offices: 1 Space/300 SF = 4 Spaces

**2003 IBC Building Code Information**  
Occupancy: Group B, civic administration  
Group U, private garage  
Nonseparated Occupancies per ICC 508.3.2  
Not required due to scale of building  
Occupancy Separation: NB nonrated  
Construction: 3,000 sq ft per ICC 406.1.2  
Allowable Area: 10 FT  
Nonrated Exterior Wall: 10 FT fire separation distance

**Structural**  
Soil Bearing Pressure: Assumed @ 1,500 psf  
Floor Live Load: 25 psf  
Roof Live/Snow Load: 40 psf uniform load  
Wind Speed: 85 mph  
Exposure: B

**MERC. Residential Prescriptive Requirements**  
Climate Zone: Zone 1  
Space Heat Type: All Others (natural gas)  
Roofs: R=30  
Oppaque Walls: R=19  
Oppaque Ceilings: U=0.60  
U=0.60 (perimeter insulation)  
Stair On Grade: Mechanical Contractor to provide  
Mechanical Information

Shear Wall Schedule

Wall No.	Floor	Panel No.	Panel Thick.	A.P.A. Grade	Nail Size	Field Nail Spacing	Edges Nail Spacing	Edges Nail Spacing	Blocking Req'd	Simpson Holdown	Secure To	Quantity
SW1	1st	1	15/32"	PWD Sliding	8d	6" O.C.	12" O.C.	2x6	Yes	HDU2-SOS2.5	2 Studs	4
SW2	1st	1	15/32"	PWD Sliding	8d	6" O.C.	12" O.C.	2x6	Yes	HDU2-SOS2.5	2 Studs	4
SW3	1st	1	15/32"	PWD Sliding	8d	6" O.C.	12" O.C.	2x6	Yes	HDU2-SOS2.5	2 Studs	4
SW4	1st	1	15/32"	PWD Sliding	8d	6" O.C.	12" O.C.	2x6	Yes	HDU2-SOS2.5	2 Studs	4
SWB	1st	1	15/32"	PWD Sliding	8d	6" O.C.	12" O.C.	2x6	Yes	none	none	4

**1.0 GENERAL**  
1.1 APPLICABLE CODE  
The design and construction of this structure shall conform with the provisions of the International Building Code 2006 edition. For a determination of conflicting codes or information contained herein, consult the architect or building official.

1.3 FIELD VERIFICATION  
Contractor shall verify all dimensions, locations and field conditions prior to construction. Report any deviations to the architect for resolution.

**1.5 RESPONSIBILITY**  
Contractor is responsible for confirming and correlating dimensions and quantities at the job site, fabrication and erection processes and techniques, safe construction methods, coordination of work with other trades and contractors, and satisfactory completion of work with contract documents.

2.1 Erection control methods as are required by the Building Department shall be employed prior to and during construction and maintained until permanent vegetation is established. The contractor shall consist of the installation of Filter Fabric Fence or Straw Bale Barrier, silt, location, and as directed by the Framing & Permit Center.

2.4 The difference in elevation between the top of the exterior foundation and the drainage discharge point shall be 12 inches plus 2%. Foundation drains shall be 4 inch diameter perforated PVC or ABS pipe. Drainage shall slope @ 2% to a discharge point and/or authorized by others without written concurrence of the architect.

**2.0 SITE WORK**  
2.1 Locate underground utilities prior to construction.  
Call 1-800-4-A-SEWER-55 before starting excavation.

2.2 Remove all vegetation and organic matter to a minimum depth of 12 inches below proposed building site. Slopes of excavations, 4' deep or greater shall not be steeper than 2 horizontal to 1 vertical unless engineering geologist's report indicates steeper slope stability. Stockpile in approved location for later redistribution.

Date: 01/16/08

New Office Building for  
Sedro-Woolley Parks Department



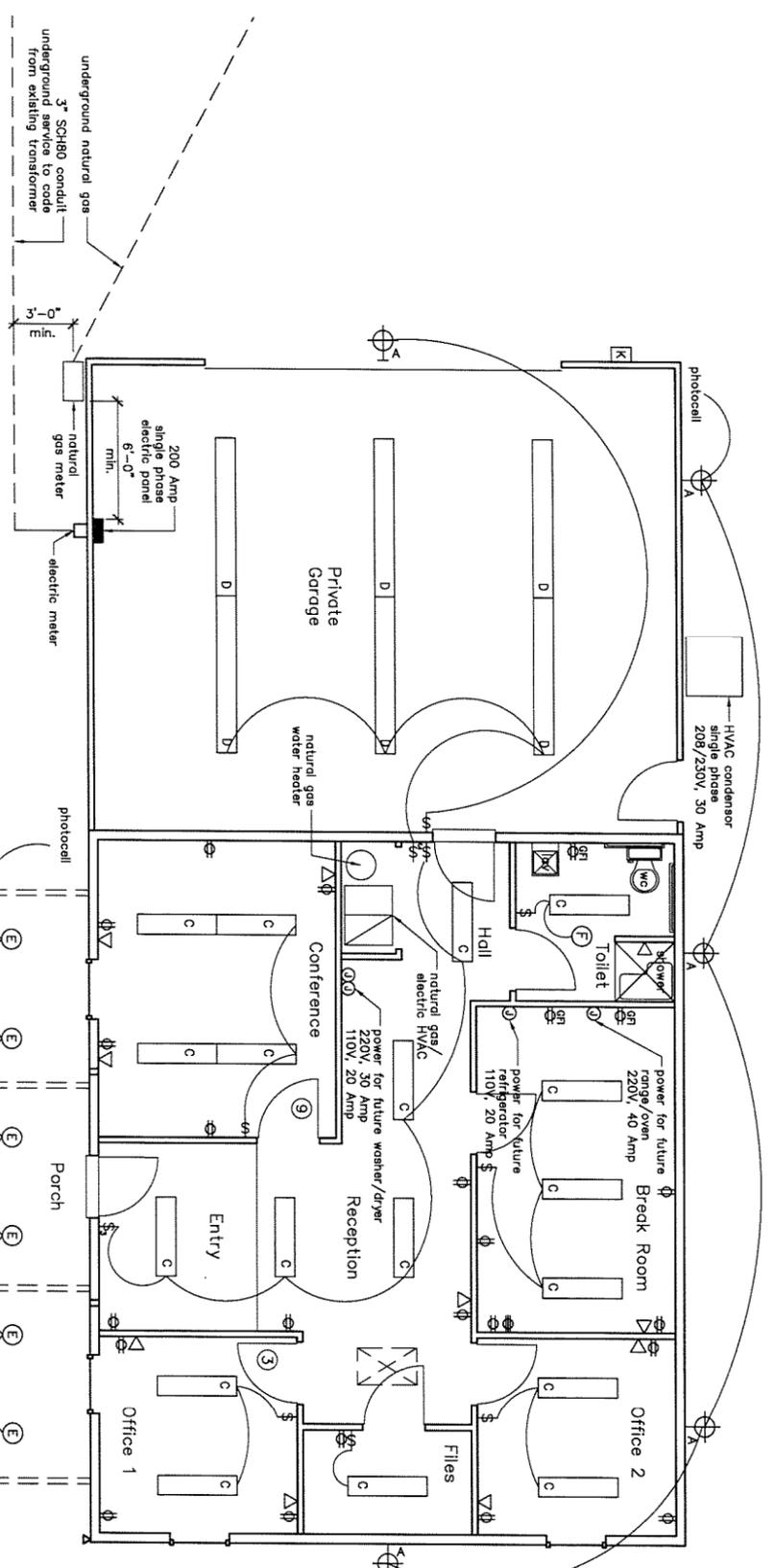
Mark E. Christ, Architect  
810 Bennett Street  
Sedro-Woolley, WA 98284  
phone (360) 855-1546

A1

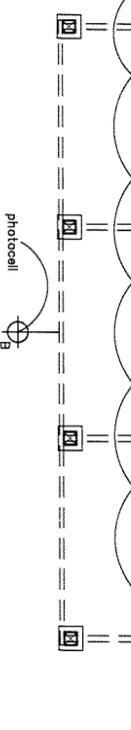
Sheet:



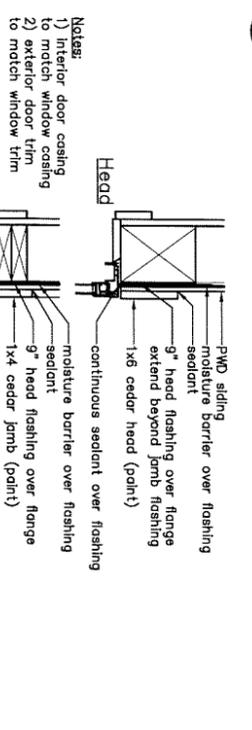




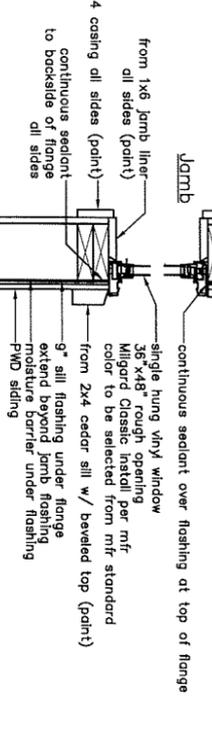
**B Electrical Plan**  
1/4"=1'-0"



**D Exterior Door head/jamb**  
1 1/2"=1'-0" (typical at Doors 1, 2, and 3)



**E Window Detail**  
1 1/2"=1'-0"



**A Typical Wall Section**  
3/4"=1'-0"

