

Next Ord: 1642-09  
Next Res: 800-09

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

**CITY COUNCIL AGENDA**

**May 13, 2009**

**7:00 PM**

**Sedro-Woolley Municipal Building  
Council Chambers  
325 Metcalf Street**

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

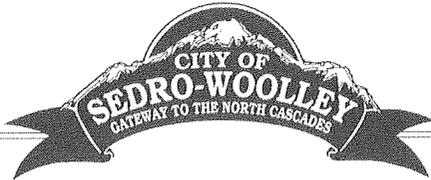
- a. Minutes from Previous Meeting
- b. Finance
  - Claim Vouchers #66294 to #66438 in the amount of \$603,515.68 (Voided Warrants #66385-66401)
  - Payroll Warrants #45050 to #45162 in the amount of \$241,220.13
- c. Street Closure Request - May 15, 2009 - Central Elementary School
- d. Services Agreement - The Language Exchange, Inc
4. Special Presentations
  - a. Skagit Conservation District 2009 Stormwater Awareness Poster Contest
  - b. UGH Student Report on Alcohol
5. Public Comment (Limited to 3-5 minutes)

**NEW BUSINESS**

6. Design Review and Signs in the Central Business District (CBD)  
*(Ordinance - action requested)*
7. Final Plat Approval - Plat of Sapp Place *(Resolution - action requested)*
8. Final Plat Approval - Sauk Mountain View Estates North - Phase IV  
*(Resolution - action requested)*
9. Possible Bid Award - Fruitdale Road & McGarigle Roadway Improvements Project and SR 9 Pedestrian/Bicycle Safety Improvements Project - G.G. Excavation, Inc.  
*(Resolution - action requested)*
10. Interlocal Agreement - Skagit County PUD No. 1 (Fruitdale-McGarigle) *(action requested)*
11. Amendment 2 to the Professional Services Agreement for Construction Services - Reichhardt & Ebe Engineering, Inc. *(action requested)*

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

*There may be an Executive Session immediately preceding or following the meeting.*



DATE: May 13, 2009

TO: Mayor Anderson and City Council

FROM: Patsy Nelson, Finance Director

SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT CALENDAR

1. CALL TO ORDER - The Mayor will call the May 13, 2009 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.  
  
    \_\_\_ Ward 1      Councilmember Ted Meamber  
    \_\_\_ Ward 2      Councilmember Tony Splane  
    \_\_\_ Ward 3      Councilmember Thomas Storrs  
    \_\_\_ 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.

MAY 13 2009

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CITY OF SEDRO-WOOLLEY  
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7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3a

Regular Meeting of the City Council  
April 22, 2009 – 7:00 P.M. – City Hall Council Chambers

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Thomas Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Recorder Brue, Engineer Freiburger (Late), Planner Moore, Fire Chief Klinger and Police Chief Wood.

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting (Including April 7, 2009 Worksession)
- Finance
  - Claim Vouchers #66178 to #66293 in the amount of \$400,808.94
  - Payroll Warrants #44937 to #45049 in the amount of \$178,498.75
- Resolution #799-09 Declaring Certain Property as Surplus and Authorizing its Disposition
- Professional Services Agreement for Design Phase Services 00 Reichhardt & Ebe
- Appointments to Housing Authority

Councilmember Galbraith moved to approve the consent calendar Items A - E. Seconded by Councilmember Colgan. Motion carried (7-0).

Public Comment

Robert Melder – 596 Township St., also owns property at 590 Township, addressed the Council regarding on-street parking in the area of 590 Township. He noted during the construction of the sewer, two driveway cuts were taken away from his property due to concerns of being hazardous. Melder stated since the reduction in driveway cuts it has caused a blind spot when trying to pull out onto Township Street. He questioned what the solution might be, whether it is limiting parking or placing time limits on the parking with the end result being less on-street parking.

Discussion was held to include parked cars impeding pick up of garbage and parking for extended periods of time. Melder's concern was referred to Engineer Freiburger to research for a solution.

Melder also questioned code standards and site specific parking restrictions.

Ann Melder – noted they have 1 ½ cuts because they share the ½ space with the neighboring church. She also noted a truck selling firewood that has been parked on the street for an extended period of time.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

### Award of Construction Management contract – Fruitdale Road & McGarigle Road Improvements Project and SR9 Pedestrian/Bicycle Improvements Project

Engineer Freiburger reviewed a recommendation to award the construction management contract for the Fruitdale Road and McGarigle Road Improvements and SR9 Pedestrian/Bicycle Improvements Project to Leonard, Boudinot & Skodje. He also reviewed the selection process.

Councilmember Lemley moved to authorize the Mayor to sign the attached Local Agency Standard Consultant Agreement with Leonard, Boudinot & Skodje, Inc. in the amount of \$399,185. Seconded by Councilmember Colgan.

Councilmember London questioned the use of the abbreviated process in the selection and whether there are dollar limits that restrict the type of process that must be followed.

Motion carried (7-0).

### Ordinance – Essential Public Facilities (EPF's)

Planner Moore reviewed the proposed Ordinance to cover the siting of essential Public Facilities. He noted the Planning Commission held multiple public hearings with the final hearing held the previous night. He reviewed the process the ordinance was sent through and noted no public comments were received on the permanent ordinance. The Planning Commission did make minor changes to include the definition, animal shelters, hazardous waste storage facilities, in-patient facilities and secure community transition facility (SCTF). The Planning Commission recommended approval.

Discussion ensued on the requirements for locations, annexation, percentage of County allotment, 300 foot setback definition and verbiage for the SCTF contract.

Councilmember London moved to adopt Ordinance No. 1641-09 and the SCTF Siting Map that regulate the siting of Essential Public Facilities with the change on page 10, 7B City Attorney plus City Council. Seconded by Councilmember Galbraith. Motion carried (7-0).

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

Police Chief Wood – reported on Officer Vollans. He stated he is about two week from completing his FTO training but is currently out for emergency surgery. He will be out for a while and when he comes back will be on light duty until and then resume his training when given the ok

Fire Chief Klinger – reported the grant process for the Assistant Firefighter grant through FEMA has been started. The request will be for bunker gear and a ladder truck, with the request to go out within the next week.

Planner Moore – reported on the progress for the CBD standards. He noted the Planning Commission voted to recommended modifications to City Council which will come before Council at the next meeting. Moore also reported on a recent SEPA notice publication regarding the Fireridge property. The SEPA is being conducted through Skagit County for the Fireidge’s request to do site improvements, but does not indicate any specific project. Moore noted that the primary reason is because of wetland changes within the County. The portion of the property is located in the County but a joint review with the County and City is necessary.

Engineer Freiberger – reviewed his written report highlighting the upcoming preconstruction conference for the SR20 Roundabout project on May 26<sup>th</sup>, the bid phase is underway for the Fruitdale/McGargile/SR9 project and has generated a lot of interest. Freiberger reviewed the current bid trend which might be advantageous to the City. He also reported the City’s request for economic development funding from County has been denied and reported the City will not receive any TIB funding this year. He continues to look for other funding opportunities. He also reviewed upcoming deadlines for NPDES (National Pollutant Discharge Elimination System) requirements.

Mayor Anderson – reviewed discussions he had with the County Commissioners regarding project funding for the SR9/Jameson St. project.

Freiberger discussed possible ways to fund the design of the Jameson St. project dependent upon on how bids come in.

Councilmember London – announced the upcoming kids fishing derby on May 2<sup>nd</sup> sponsored by Wildcat Steelhead Club.

Councilmember Lemley – announced JJ’s Cruisers Car Show at Cascade Mall on Sunday to benefit Helping Hands Food Bank.

Councilmember Galbraith – requested clarification on the reasons for the County’s denial of the SR9/Jameson Street project.

## **EXECUTIVE SESSION**

The meeting adjourned to Executive Session for approximately 10 minutes for discussion of possible litigation at 7:55 P.M.

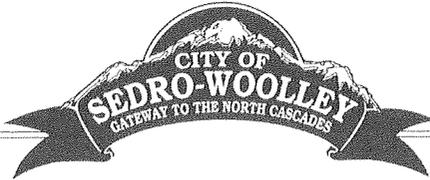
The meeting reconvened at 8:18 P.M.

Councilmember Splane moved to adjourn. Seconded by Councilmember Lemley. Motion carried (7-0).

The meeting adjourned at 8:18 P.M.

MAY 13 2009

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



DATE: May 13, 2009  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers proposed for payment for the period ending May 13, 2009.

Motion to approve Claim Vouchers #66294 to #66438 in the amount of \$603,515.68. (Voided Warrants #66385-66401)

Motion to approve Payroll Warrants #45050 to #45162 in the amount of \$241,220.13.

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

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66294	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	455.85
		POSTAGE	SAN	217.40
		AUTO FUEL/DIESEL	SWTR	28.07
		WARRANT TOTAL		701.32
66295	ADVANCE TRAVEL	TRAVEL	PD	20.00
		TRAVEL	PD	38.00
		TRAVEL	PD	38.00
		WARRANT TOTAL		96.00
66296	ALL ABOUT HEARING	RETIRED MEDICAL	PD	5,200.00
		RETIRED MEDICAL	PD	5,200.00
		WARRANT TOTAL		10,400.00
66297	ALLELUJAH BUSINESS SYSTEMS	PROFES. SVCS. REIMBURSE	ENG	11.90
		OPERATING SUPPLIES	SWR	4.87
		WARRANT TOTAL		16.77
66298	ALL-PHASE ELECTRIC	OPERATING SUPPLIES	ST	24.24
		OPERATING SUPPLIES	SWR	5.26
		OPERATING SUPPLIES	SWR	80.83
		WARRANT TOTAL		110.33
66299	LLOYD H. RUSSELL	REPAIRS/MAINT-EQUIP	FD	338.13
		WARRANT TOTAL		338.13
66300	ANACORTES PUBLIC LIBRARY	ONE BOOK, ONE COMMUNITY	LIB	75.00
		ONE BOOK, ONE COMMUNITY	LIB	150.00
		ONE BOOK, ONE COMMUNITY	LIB	100.00
		ONE BOOK, ONE COMMUNITY	LIB	100.00
		WARRANT TOTAL		425.00
66301	ANDERSON, MIKE	MEALS/TRAVEL	EXE	31.35
		WARRANT TOTAL		31.35
66302	ARAMARK UNIFORM SERVICES	LAUNDRY	PK	74.15
		LAUNDRY	PK	74.15
		LAUNDRY-CITY HALL	PK	43.57
		LAUNDRY-CITY HALL	PK	43.57
		MISC-LAUNDRY	CEM	24.14
		MISC-LAUNDRY	CEM	24.14
		MISC-LAUNDRY	ST	27.17
		MISC-LAUNDRY	ST	22.94
		MISC-LAUNDRY	ST	27.17
		LAUNDRY	SWR	46.97
		LAUNDRY	SWR	25.84
		WARRANT TOTAL		433.81
66303	ASPHALT ZIPPER INC.	REPAIR/MAINT-STREETS	ST	953.21
		WARRANT TOTAL		953.21
66304	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	111.76

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		AUTO FUEL CS	36.63
		AUTO FUEL PD	845.35
		AUTO FUEL PD	944.20
		AUTO FUEL/DIESEL FD	351.77
		SUPPLIES & BOOKS FD	4.45
		AUTO FUEL/DIESEL ST	360.18
		AUTO FUEL/DIESEL ST	70.46
		MAINT OF PUMPING EQUIP SWR	77.27
		MAINT OF GENERAL EQUIP SWR	76.87
		MAINT OF GENERAL EQUIP SWR	76.21
		AUTO FUEL/DIESEL SWR	132.30
		AUTO FUEL/DIESEL SWR	227.95
		AUTO FUEL/DIESEL SAN	1,225.27
		WARRANT TOTAL	4,540.67
66305	AT & T	TELEPHONE JUD	3.53
		MEALS/TRAVEL EXE	7.06
		TELEPHONE FIN	56.52
		TELEPHONE LGL	10.60
		TELEPHONE IT	3.53
		TELEPHONE PLN	17.67
		TELEPHONE ENG	67.12
		TELEPHONE PD	113.04
		TELEPHONE FD	24.73
		TELEPHONE INSP	14.13
		TELEPHONE ST	7.06
		TELEPHONE LIB	7.06
		TELEPHONE SWR	7.06
		TELEPHONE SAN	14.13
		WARRANT TOTAL	353.24
66306	AT&T MOBILITY	TELEPHONE PD	826.66
		WARRANT TOTAL	826.66
66307	BANK OF AMERICA	CONST-FRUITDALE MCGARIGLE AST	390.00
		WARRANT TOTAL	390.00
66308	BANK OF AMERICA	TRAVEL PD	243.14
		WARRANT TOTAL	243.14
66309	BANK OF NEW YORK MELLON	BOND INTEREST-G/O BONDS	28,237.50
		BOND PRINCIPAL	310,000.00
		BOND INTEREST	72,400.00
		WARRANT TOTAL	410,637.50
66310	BANK OF AMERICA	REPAIR/MAINT-COMPUTER LIB	59.99
		WARRANT TOTAL	59.99
66311	BANK OF AMERICA	OFFICE EQUIPMENT LGL	81.05
		WARRANT TOTAL	81.05
66312	BAY CITY SUPPLY	OPERATING SUPPLIES FD	81.09

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		OPERATING SUP - RIVERFRONT PK	186.65
		OPERATING SUP - COMM CENTER PK	115.15
		OPERATING SUP - SENIOR CTR PK	177.51
		OPERATING SUP - LIBRARY PK	152.86
		OPERATING SUP - HAMMER SQ PK	135.21
		WARRANT TOTAL	848.47
66313	ECOTONE SOLUTIONS LLC	SUPPLIES ENG	100.00
		PROFESSIONAL SERVICES SWR	325.00
		PROFESSIONAL SERVICES SWTR	200.00
		WARRANT TOTAL	625.00
66314	BLUMENTHAL UNIFORM & EQUIP	SMALL TOOLS/MINOR EQUIP PD	61.02
		MACHINERY & EQUIPMENT PD	134.49
		WARRANT TOTAL	195.51
66315	BRAT WEAR	UNIFORM CLEANING PD	427.93
		WARRANT TOTAL	427.93
66316	BURLINGTON PUBLIC LIBRARY	ONE BOOK, ONE COMMUNITY LIB	300.00
		WARRANT TOTAL	300.00
66317	BRIM TRACTOR COMPANY INC	REPAIR/MT-SMALL TOOLS EQUIP PK	322.22
		REPAIR/MT-SMALL TOOLS EQUIP PK	62.63
		REPAIR/MAINTENANCE-EQUIP ST	498.72
		REPAIR/MAINTENANCE-EQUIP ST	63.62
		WARRANT TOTAL	947.19
66318	CEMEX	REPAIR/MAINT-STREETS ST	293.76
		WARRANT TOTAL	293.76
66319	CH2MHILL	CONSTRUCTION - SR20 LINE PWT	17,487.21
		WARRANT TOTAL	17,487.21
66320	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS PLN	12.38
		SUPPLIES ENG	12.38
		OFF/OPER SUPPS & BOOKS INSP	12.37
		OFFICE SUPPLIES SAN	16.86
		WARRANT TOTAL	53.99
66321	COMMERCIAL FIRE PROTECTION INC.	PROFESSIONAL SERVICES PD	270.00
		REPAIR/MAINT-CITY HALL PK	315.00
		WARRANT TOTAL	585.00
66322	COMCAST	INTERNET SERVICES IT	99.95
		WARRANT TOTAL	99.95
66323	COOK PAGING (WA)	TELEPHONE FD	6.26
		WARRANT TOTAL	6.26
66324	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO PD	43.01
		REPAIR & MAINT - AUTO PD	43.01

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR & MAINT - AUTO	PD	144.45
		WARRANT TOTAL		230.47
66325	DAY WIRELESS SYSTEMS INC	SMALL TOOLS/MINOR EQUIP	PD	53.56
		WARRANT TOTAL		53.56
66326	E & E LUMBER	REPAIRS/MT-RIVERFRONT	PK	7.89
		REPAIRS/MT-RIVERFRONT	PK	33.53
		REPAIRS/MT-RV PARK	PK	22.62
		REPAIR/MT-MEMORIAL PARK	PK	25.54
		REPAIR/MT-SMALL TOOLS EQUIP	PK	19.81
		REPAIR/MT-SMALL TOOLS EQUIP	PK	27.04
		REPAIR/MT-SMALL TOOLS EQUIP	PK	108.13
		OPERATING SUPPLIES	ST	40.48
		SMALL TOOLS/MINOR EQUIP	ST	37.84
		REPAIR/MAINT-STREETS	ST	6.45
		REPAIR/MAINT-STREETS	ST	326.19
		OPERATING SUPPLIES	SWR	2.78
		OPERATING SUPPLIES	SWR	11.43
		OPERATING SUPPLIES	SWR	5.29
		REPAIRS/MAINT-BUILDING	SAN	64.89
		WARRANT TOTAL		739.91
66327	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	226.00
		WARRANT TOTAL		226.00
66328	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	42.73
		SUPPLIES	JUD	27.68
		WARRANT TOTAL		70.41
66329	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	137.50
		WARRANT TOTAL		137.50
66330	FASTENAL COMPANY	OPERATING SUPPLIES	SAN	29.54
		WARRANT TOTAL		29.54
66331	FEDERAL CERTIFIED HEARING	PROF SERVICE-MEDICAL EXAMS	FD	20.00
		WARRANT TOTAL		20.00
66332	FEDERAL EXPRESS CORP.	CONST-FRUITDALE MCGARIGLE	AST	130.52
		CONST-FRUITDALE MCGARIGLE	AST	65.26
		CONST-FRUITDALE MCGARIGLE	AST	9.40
		WARRANT TOTAL		205.18
66333	GAYLORD BROS.	SUPPLIES	LIB	169.87
		SUPPLIES	LIB	93.58
		WARRANT TOTAL		76.29
66334	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	314.79
		EQUIPMENT LEASES	CS	360.40
		REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		814.82

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66335	GUARDIAN NW TITLE & ESCROW	PROFESSIONAL SERVICES	LGL	186.05
		WARRANT TOTAL		186.05
66336	GUARDIAN SECURITY	REPAIR/MAINT-CITY HALL	PK	990.00
		WARRANT TOTAL		990.00
66337	HACH COMPANY	OPERATING SUPPLIES	SWR	161.47
		OPERATING SUPPLIES	SWR	34.40
		PORTABLE EQUIPMENT	SWR	930.47
		WARRANT TOTAL		1,126.34
66338	HARRIS, JASON	TRAVEL	PD	5.37
		WARRANT TOTAL		5.37
66339	HERB'S CHEVRON & TOWING	REPAIR & MAINT - AUTO	PD	201.60
		REPAIRS/MAINT-EQUIP	FD	201.60
		WARRANT TOTAL		403.20
66340	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	83.95
		WARRANT TOTAL		83.95
66341	H.W. LOCHNER, INC.	ENGINEERING-JAMESON SR9	AST	2,447.31
		WARRANT TOTAL		2,447.31
66342	ID VILLE	OFFICE SUPPLIES	FD	58.45
		WARRANT TOTAL		58.45
66343	IKON OFFICE SOLUTIONS	OFFICE/OPERATING SUPPLIES	PD	5.37
		REPAIRS & MAINTENANCE	PD	75.74
		OFFICE SUPPLIES	FD	5.37
		REPAIRS/MAINT-EQUIP	FD	75.74
		WARRANT TOTAL		162.22
66344	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	21.11
		BOOKS, PERIOD, RECORDS	LIB	8.82
		BOOKS, PERIOD, RECORDS	LIB	11.52
		BOOKS, PERIOD, RECORDS	LIB	23.45
		WARRANT TOTAL		64.90
66345	JOHN, RONALD	RETIRED MEDICAL	PD	46.00
		WARRANT TOTAL		46.00
66346	KAREN E. HOMITZ, DDS, PLLC	RETIRED MEDICAL	PD	560.00
		WARRANT TOTAL		560.00
66347	KATY ISAKSEN ASSOCIATES	PROFESSIONAL SERVICES	SWR	1,712.50
		WARRANT TOTAL		1,712.50
66348	KESSELRING'S	AMMUNITION	PD	679.46
		WARRANT TOTAL		679.46
66349	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	440.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		440.00
66350	LEONARD BOUDINOT & SKODJE	OTHER IMPROVEMENTS	SWR	4,882.50
		WARRANT TOTAL		4,882.50
66351	MARK E. CHRIST, ARCHITECT	PROFESSIONAL SERVICES	PD	60.00
		BINGHAM PARK BLDG	PK	1,702.91
		BINGHAM PARK BLDG	PK	60.00
		WARRANT TOTAL		1,822.91
66352	MELTON, NEWELL R.	TRAVEL	ST	17.00
		WARRANT TOTAL		17.00
66353	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	1,124.27
		REPAIR/MAINT-STREETS	ST	1,328.91
		WARRANT TOTAL		2,453.18
66354	MOORE, JACK R.	COMMUNICATIONS	EXE	28.00
		PROFESSIONAL SERVICES	INSP	22.44
		WARRANT TOTAL		50.44
66355	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	33.82
		REPAIRS/MAINT-EQUIP	SAN	544.02
		REPAIRS/MAINT-EQUIP	SAN	64.90
		REPAIRS/MAINT-EQUIP	SAN	278.85
		REPAIRS/MAINT-EQUIP	SAN	268.23
		WARRANT TOTAL		1,122.18
66356	MUNICIPAL EMERGENCY SVC	REPAIRS/MAINT-EQUIP	FD	983.48
		WARRANT TOTAL		983.48
66357	NEXTEL COMMUNICATIONS	COMMUNICATIONS	EXE	27.95
		TELEPHONE	FIN	83.82
		TELEPHONE	LGL	27.95
		TELEPHONE	IT	55.90
		NEXTEL CELL PHONES		83.82
		TELEPHONE	PD	477.32
		TELEPHONE	FD	238.74
		TELEPHONE	INSP	27.94
		TELEPHONE	PK	323.24
		TELEPHONE	CEM	55.90
		TELEPHONE	ST	271.28
		NEXTEL CELL PHONES		294.54
		NEXTEL CELL PHONES	SAN	182.78
		WARRANT TOTAL		2,151.18
66358	NORTH CASCADE FORD	REPAIR/MAINTENANCE-EQUIP	ST	309.71
		WARRANT TOTAL		309.71
66359	NORTH HILL RESOURCES, INC.	RECYCLING FEE - YARD WASTE	SAN	119.13
		RECYCLING FEE - YARD WASTE	SAN	119.13
		WARRANT TOTAL		238.26

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66360	NORTHWEST CLEAR AIR	SUPPLIES & BOOKS	FD	325.00
		WARRANT TOTAL		325.00
66361	OASYS	REPAIR/MAINTENANCE	JUD	129.84
		WARRANT TOTAL		129.84
66362	OFFICE DEPOT	SUPPLIES	FIN	8.21
		SUPPLIES	FIN	16.02
		SUPPLIES/BOOKS	PLN	9.95
		SUPPLIES/BOOKS	PLN	11.50
		SUPPLIES/BOOKS	PLN	49.16
		SUPPLIES	ENG	9.95
		SUPPLIES	ENG	11.50
		SUPPLIES	ENG	49.17
		OFFICE/OPERATING SUPPLIES	PD	116.28
		OFFICE/OPERATING SUPPLIES	PD	36.10
		OFFICE SUPPLIES	FD	73.86
		OFF/OPER SUPPS & BOOKS	INSP	9.95
		OFF/OPER SUPPS & BOOKS	INSP	11.50
		OFF/OPER SUPPS & BOOKS	INSP	49.16
		CONST-FRUITDALE MCGARIGLE	AST	31.35
		CONST-FRUITDALE MCGARIGLE	AST	41.62
		OFFICE SUPPLIES	SWR	60.27
		OPERATING SUPPLIES	SAN	53.77
		OFFICE SUPPLIES	SAN	26.50
		WARRANT TOTAL		675.82
66363	OCLC	CATALOGUE SUBSCRIPTION	LIB	79.45
		WARRANT TOTAL		79.45
66364	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	PK	113.59
		SAFETY EQUIPMENT	ST	151.46
		OPERATING SUPPLIES	SAN	215.30
		WARRANT TOTAL		480.35
66365	PACIFIC POWER BATTERIES	SMALL TOOLS/MINOR EQUIP	ST	49.23
		WARRANT TOTAL		49.23
66366	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	108.15
		REPAIR & MAINT - AUTO	PD	593.08
		REPAIR/MAINTENANCE-EQUIP	ST	19.96
		REPAIR/MAINTENANCE-EQUIP	ST	13.53
		REPAIR/MAINTENANCE-EQUIP	ST	15.20
		REPAIRS/MAINT-EQUIP	SAN	73.58
		OPERATING SUPPLIES	SAN	192.91
		WARRANT TOTAL		1,016.41
66367	PETROCARD	AUTO FUEL/DIESEL	CEM	68.04
		AUTO FUEL/DIESEL	ST	105.84
		AUTO FUEL/DIESEL	SWR	15.12
		WARRANT TOTAL		189.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66368	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	41.06
		POSTAGE	LIB	18.37
		EARLY LITERACY	LIB	38.42
		WARRANT TOTAL		97.85
66369	PHYSICIANS CARE FAMILY MEDICINE	PROFESSIONAL SERVICES	SWR	202.00
		WARRANT TOTAL		202.00
66370	PHILLIPS ENVIRONMENTAL	PROFESSIONAL SERVICES	FD	420.00
		WARRANT TOTAL		420.00
66371	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.35
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.33
		POSTAGE	FD	47.33
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
66372	PITTMAN, HAROLD	RETIRED MEDICAL	PD	15.00
		WARRANT TOTAL		15.00
66373	PLATT	REPAIRS/MAINT-BUILDING	SAN	123.61
		REPAIRS/MAINT-BUILDING	SAN	36.46
		WARRANT TOTAL		160.07
66374	PUGET SOUND ENERGY	OTHER IMPROVEMENTS	SWR	8,801.24
		WARRANT TOTAL		8,801.24
66375	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	41.51
		REPAIRS & MAINTENANCE	PD	9.83
		UTILITIES-RIVERFRONT	PK	369.05
		UTILITIES-COMMUNITY CTR	PK	150.25
		UTILITIES-SENIOR CENTER	PK	320.60
		UTILITIES - GOLF	PK	36.46
		UTILITIES-TRAIN	PK	63.99
		UTILITIES-HAMMER SQUARE	PK	302.70
		UTILITIES-BINGHAM & MEMORIAL P		50.48
		UTILITIES - SHOP	PK	108.65
		UTILITIES - OTHER	PK	9.83
		PUBLIC UTILITIES-MUSEUM	PK	9.83
		PUBLIC UTILITIES-MUSEUM	PK	57.24
		PUBLIC UTILITIES-CITY HALL	PK	2,383.80
		PUBLIC UTILITIES	CEM	77.77
		PUBLIC UTILITIES	ST	97.07
		PUBLIC UTILITIES	ST	68.81
		PUBLIC UTILITIES	ST	71.10
		PUBLIC UTILITIES	ST	7,710.58
		PUBLIC UTILITIES	LIB	252.80
		ADVERTISING	HOT	30.88
		PUBLIC UTILITIES	SWR	9,003.42
		PUBLIC UTILITIES	SAN	113.67

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		21,340.32
66376	PURCHASE POWER	POSTAGE	JUD	324.36
		POSTAGE	FIN	284.52
		POSTAGE	LGL	1.65
		POSTAGE	LGL	7.25
		POSTAGE	PLN	44.84
		POSTAGE	ENG	106.76
		POSTAGE	PD	199.39
		POSTAGE	FD	5.52
		POSTAGE	INSP	5.80
		POSTAGE	CEM	14.71
		POSTAGE	SWR	192.61
		POSTAGE	SAN	88.90
		OPERATING SUPPLIES	SWTR	14.82
		WARRANT TOTAL		1,291.13
66377	QUIRING MONUMENTS, INC.	LINERS	CEM	83.00
		LINERS	CEM	80.00
		LINERS	CEM	80.00
		LINERS	CEM	80.00
		WARRANT TOTAL		323.00
66378	RAZZZTECH	REPAIR/MAINTENANCE-EQUIP	ST	445.00
		WARRANT TOTAL		445.00
66379	RICK'S REFRIGERATION INC.	SOLID WASTE DISPOSAL	SAN	175.28
		WARRANT TOTAL		175.28
66380	ROHLINGER ENTERPRISES, INC.	MAINTENANCE CONTRACTS	SWR	130.02
		WARRANT TOTAL		130.02
66381	ROSENCRANTZ, KEN	RETIRED MEDICAL	PD	192.80
		WARRANT TOTAL		192.80
66382	SR20 MOTORSPORTS, LLC	COMMUNICATIONS	EXE	81.15
		WARRANT TOTAL		81.15
66383	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	101.17
		WARRANT TOTAL		101.17
66384	SEDRO-WOOLLEY AUTO PARTS	REPAIRS/MT-PARKS SHOP	PK	1.95
		OPERATING SUPPLIES	CEM	69.59
		OPERATING SUPPLIES	ST	51.89
		SAFETY EQUIPMENT	ST	22.45
		REPAIR/MAINTENANCE-EQUIP	ST	3.66
		REPAIRS/MAINT-EQUIP	ST	12.17
		WARRANT TOTAL		161.71
66402	SEDRO-WOOLLEY POSTMASTER	POSTAGE	LIB	88.00
		WARRANT TOTAL		88.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66403	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	7,773.50
		WARRANT TOTAL		7,773.50
66404	SKAGIT COUNTY AUDITOR	ELECTION COSTS	LGS	4,710.23
		WARRANT TOTAL		4,710.23
66405	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	1,894.29
		WARRANT TOTAL		1,894.29
66406	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES	IT	347.45
		SUPPLIES/BOOKS	PLN	5.61
		OPERATING LEASE-COMPUTER	PD	5,576.89
		CONTRACT SVS-CNTRL DISPATCH	FD	186.09
		WARRANT TOTAL		6,116.04
66407	SKAGIT CO. JUVENILE PROB DEPT	PRISONERS	PD	570.00
		WARRANT TOTAL		570.00
66408	SKAGIT CO. PUBLIC WORKS	REPAIR/MAINT-STREETS	ST	731.03
		SOLID WASTE DISPOSAL	SAN	36,125.76
		WARRANT TOTAL		36,856.79
66409	SKAGIT COUNTY SHERIFF OFF	PRISONER TRANSPORT	PD	107.18
		WARRANT TOTAL		107.18
66410	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	117.70
		WARRANT TOTAL		117.70
66411	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES-PROPANE	ST	23.17
		WARRANT TOTAL		23.17
66412	SKAGIT HYDRAULICS, INC.	REPAIR/MAINTENANCE-EQUIP	ST	258.76
		WARRANT TOTAL		258.76
66413	SKAGIT READY MIX, INC.	REPAIR/MT-MEMORIAL PARK	PK	97.86
		ENHANCEMENT PROJECT	PK	389.52
		WARRANT TOTAL		487.38
66414	SKAGIT COUNTY HUMAN SVC.	SKAGIT COUNCIL ON ALCOHOL	ALC	2,952.06
		WARRANT TOTAL		2,952.06
66415	SKAGIT RIVER STEEL	REPAIR/MAINT-EQUIP & BLDG	CEM	31.83
		WARRANT TOTAL		31.83
66416	SKAGIT VALLEY COLLEGE	REPAIRS/MAINT-EQUIP	FD	75.00
		WARRANT TOTAL		75.00
66417	SKAGIT VALLEY PUBLISHING	SUPPLIES	LGS	66.42
		LEGAL PUBLICATIONS	LGS	37.50
		LEGAL PUBLICATIONS	LGS	52.50
		LEGAL PUBLICATIONS	LGS	33.75
		LEGAL PUBLICATIONS	LGS	33.75

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SUPPLIES	FIN	66.42
		ADVERTISING/LEGAL PUBLIC	PLN	131.25
		ADVERTISING/LEGAL PUBLIC	PLN	318.75
		PRINTING/PUBLICATIONS	PD	102.25
		PRINTING/PUBLICATIONS	PD	22.50
		CONST-FRUITDALE MCGARIGLE	AST	168.75
		CONST-FRUITDALE MCGARIGLE	AST	168.75
		CONST-FRUITDALE MCGARIGLE	AST	116.25
		CONST-FRUITDALE MCGARIGLE	AST	116.25
		ONE BOOK, ONE COMMUNITY	LIB	280.24
		ONE BOOK, ONE COMMUNITY	LIB	97.38
		WARRANT TOTAL		1,812.71
66418	SK. VALLEY MED. CTR INC	PROF SERVICE-MEDICAL EXAMS	FD	145.00
		WARRANT TOTAL		145.00
66419	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	36.23
		WARRANT TOTAL		36.23
66420	SPRINT	TELEPHONE	FD	56.49
		WARRANT TOTAL		56.49
66421	SUMMIT LAW GROUP	PROFESSIONAL SERVICES	PD	1,468.00
		WARRANT TOTAL		1,468.00
66422	TAYLOR, PAUL	RETIRED MEDICAL	PD	49.60
		WARRANT TOTAL		49.60
66423	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO	PD	129.84
		REPAIR & MAINT - AUTO	PD	194.76
		WARRANT TOTAL		324.60
66424	TRUE VALUE	OPERATING SUPPLIES	FD	7.56
		OPERATING SUPPLIES	FD	11.91
		OPERATING SUPPLIES	FD	29.73
		REPAIR/MT-METCALF BALL PARK	PK	11.34
		OPERATING SUPPLIES	ST	15.14
		OPERATING SUPPLIES	ST	67.34
		SMALL TOOLS/MINOR EQUIP	ST	15.13
		OPERATING SUPPLIES	SWR	29.35
		OPERATING SUPPLIES	SWR	7.56
		OPERATING SUPPLIES	SWR	10.27
		SMALL TOOLS & MINOR EQUIP	SWR	64.91
		REPAIRS/MAINT-BUILDING	SAN	42.18
		OPERATING SUPPLIES	SAN	112.47
		OPERATING SUPPLIES	SAN	6.16
		WARRANT TOTAL		431.05
66425	UNIVERSAL FIELD SVC INC	ROW - FRUITDALE/MCGARIGLE	AST	834.75
		WARRANT TOTAL		834.75
66426	USA TODAY	BOOKS, PERIOD, RECORDS	LIB	175.00

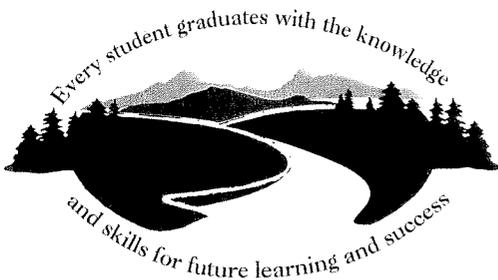
WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	175.00
66427	VALLEY AUTO SUPPLY	REPAIR/MT-SMALL TOOLS EQUIP PK	40.38
		REPAIR/MAINTENANCE-EQUIP ST	85.53
		REPAIR/MAINTENANCE-EQUIP ST	59.28
		REPAIR/MAINTENANCE-EQUIP ST	33.13
		REPAIRS/MAINT-EQUIP SAN	3.24
		REPAIRS/MAINT-EQUIP SAN	5.40
		REPAIRS/MAINT-EQUIP SAN	119.59
		OPERATING SUPPLIES SAN	15.15
		OPERATING SUPPLIES SAN	9.40
		WARRANT TOTAL	371.10
66428	VERIZON NORTHWEST	TELEPHONE PD	22.87
		TELEPHONE PD	53.26
		TELEPHONE PK	88.48
		TELEPHONE CEM	62.77
		TELEPHONE LIB	112.97
		TELEPHONE SWR	247.36
		TELEPHONE SAN	38.76
		WARRANT TOTAL	626.47
66429	VISTEN, LESLIE	RETIRED MEDICAL PD	125.00
		WARRANT TOTAL	125.00
66430	VOLLANS, MATT	TRAVEL PD	12.50
		WARRANT TOTAL	12.50
66431	WA STATE CRIMINAL JUSTICE	TUITION/REGISTRATION PD	600.00
		WARRANT TOTAL	600.00
66432	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT SWR	435.00
		WARRANT TOTAL	435.00
66433	WA STATE DEPT OF REVENUE	MACHINERY & EQUIPMENT PD	25.79
		OPERATING SUPPLIES FD	25.79
		REPAIRS/MAINT-EQUIP FD	78.93
		TAXES AND ASSESSMENTS PK	33.90
		TAXES AND ASSESSMENTS CEM	329.04
		SUMMER READ PROGRAM LIB	11.91
		TAXES AND ASSESSMENTS LIB	9.78
		BOOKS, PERIOD, RECORDS LIB	1.64
		TAXES AND ASSESSMENTS SWR	4,249.04
		TAXES & ASSESSMENTS SAN	5,211.26
		WARRANT TOTAL	9,977.08
66434	WA ST DEPT OF TRANSPORT	ENGINEERING-JAMESON SR9 AST	1,260.70
		WARRANT TOTAL	1,260.70
66435	WA ST DEPT OF TRANS	CONST-SKAGIT PROJECT AST	150.73
		CONST-FRUITDALE MCGARIGLE AST	72.94
		WARRANT TOTAL	223.67

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66436	WASHINGTON STATE PATROL	MISC-PERMITS & LICENSES	PK	20.00
		PROFESSIONAL SERVICES	SAN	10.00
		WARRANT TOTAL		30.00
66437	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		6,223.68
		WARRANT TOTAL		6,223.68
66438	WOOD'S LOGGING SUPPLY INC	SMALL TOOLS & MINOR EQUIP	FD	10.00
		SMALL TOOLS & MINOR EQUIP	FD	33.52
		POSTAGE	FD	12.95
		OTHER IMPROVEMENTS	PK	19.15
		OTHER IMPROVEMENTS	PK	676.25
		OPERATING SUPPLIES	CEM	22.71
		OPERATING SUPPLIES	CEM	37.82
		OPERATING SUPPLIES	ST	12.97
		SAFETY EQUIPMENT	ST	48.68
		OPERATING SUPPLIES	SWR	17.38
		REPAIRS/MAINT-EQUIP	SAN	68.14
		WARRANT TOTAL		959.57
		RUN TOTAL		603,515.68

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	59,964.64
101	PARK FUND	10,378.68
102	CEMETERY FUND	1,141.46
103	STREET FUND	15,998.77
104	ARTERIAL STREET FUND	6,004.58
105	LIBRARY FUND	2,279.89
108	STADIUM FUND	30.88
230	1996 G/O BOND REDEMPTION FUND	28,237.50
332	PWTF SEWER CONSTRUCTION FUND	17,487.21
401	SEWER FUND	33,370.38
407	1998 SEWER REVENUE BOND FUND	382,400.00
412	SOLID WASTE FUND	45,978.80
425	STORMWATER	242.89
TOTAL		603,515.68

DEPARTMENT	AMOUNT
001 000 000	6,223.68
001 000 011	4,934.15
001 000 012	968.14
001 000 013	175.51
001 000 014	562.86
001 000 015	432.25
001 000 017	506.83
001 000 018	823.58
001 000 019	648.44
001 000 020	499.93
001 000 021	27,296.81
001 000 022	11,845.49
001 000 024	200.62
001 000 062	4,846.35
FUND CURRENT EXPENSE FUND	59,964.64
101 000 076	10,378.68
FUND PARK FUND	10,378.68
102 000 036	1,141.46
FUND CEMETERY FUND	1,141.46
103 000 042	15,998.77
FUND STREET FUND	15,998.77
104 000 042	6,004.58
FUND ARTERIAL STREET FUND	6,004.58
105 000 072	2,279.89
FUND LIBRARY FUND	2,279.89
108 000 019	30.88
FUND STADIUM FUND	30.88
230 000 082	28,237.50
FUND 1996 G/O BOND REDEMPTION FUND	28,237.50
332 000 082	17,487.21
FUND P WTF SEWER CONSTRUCTION FUND	17,487.21
401 000 035	33,370.38
FUND SEWER FUND	33,370.38
407 000 082	382,400.00
FUND 1998 SEWER REVENUE BOND FUND	382,400.00
412 000 037	45,978.80
FUND SOLID WASTE FUND	45,978.80
425 000 039	242.89
FUND STORMWATER	242.89

VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	TOTAL		603,515.68			



# *Sedro-Woolley School District No. 101*

*Central Elementary School*, Kevin Loomis • Principal  
601 Talcott Street, Sedro-Woolley, WA 98284  
(360) 855-3560 • Fax (360) 855-3561

April 24, 2009

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2009

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

Office of the Mayor  
The City of Sedro-Woolley  
325 Metcalf St.  
Sedro-Woolley, WA 98284

Dear Mayor Anderson and City Council:

The Staff and Parents at Central Elementary School respectfully request that the gates on Talcott Street, between 6<sup>th</sup> and 7<sup>th</sup> streets be closed between 5 – 8:30 p.m. on Friday, May 15<sup>th</sup> for Central's first "Spring Fling" Carnival.

We expect a large group of parents & children that evening and need to ensure the safety of all people attending the event.

Thank you for your consideration. Your service to our community is much appreciated.

Sincerely,

Kevin Loomis  
Principal, Central Elementary School

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2009

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

FILED

APR 28 2009

S-W MUNICIPAL COURT



Translation and Interpreting Services

April 27, 2009

Dear Contract Administrator,

We would like to take the opportunity to thank you for being a valued customer of ours. As the nature of our business is constantly evolving, it is necessary to make some changes to our services agreement. This new agreement will go into effect June 1, 2009.

Enclosed you will find:

- ◆ New services agreement
- ◆ Interpreter request form
- ◆ Information about written translation services

We are more than happy to negotiate discounts for our services based on volume. If you would like to discuss this further, please contact Katie Deaton at (360)755-9910 ext 2.

We also have an electronic version of our request form that we can email to you for your convenience. Please request this by emailing [tlebilling@langex.com](mailto:tlebilling@langex.com).

Please return the signed services agreement and the billing information checklist by fax, mail or email ([tlebilling@langex.com](mailto:tlebilling@langex.com)) as soon as possible.

Please contact us with any questions that you may have. We look forward to continuing to provide you with outstanding service.

Sincerely,

Jaye Stover  
President



Translation and Interpreting Services

The Language Exchange, Inc. has been in business since 1986, providing professional interpreting and translation services for legal, business, technical and industry specific assignments for a large portion of Washington State. Our agency works with over 750 language professionals in more than 85 languages.

**Spoken Language Interpreting**

**Category 1**

Spanish  
Russian

**Category 2**

Arabic            Italian  
French            Ukrainian  
German           Vietnamese

**Category 3**

All other spoken languages

	<b>Minimum Charge*</b>	<b>Category 1</b>	<b>Category 2</b>	<b>Category 3</b>
<b>On-site Medical</b>	1 hour	\$48.00/hr	\$50.00/hr	\$60.00min*/hr
<b>On-site Non-Technical</b>	1 hour	\$50.00/hr	\$55.00/hr	\$65.00/hr
<b>Technical/Legal/Mental Health</b>	1 hour	\$55.00/hr	\$60.00/hr	\$65.00/hr
<b>Groups/Seminars</b>	2 hours	\$55.00/hr	\$65.00/hr	\$70.00/hr
<b>Telephonic</b>	10 minutes	\$2.00/min	\$2.00/min	\$2.00/min

*\*Exceptions may be made to the above rates/minimums. If there is an exception you will be notified in writing.*

**Additional information for Spoken Language Appointments:**

- ◆ If mileage is over 10 miles, one way, it will be billed at the state reimbursement rate. Every effort is made to find the closest possible interpreter and avoid mileage charges.
- ◆ Indigenous languages, i.e. Mixteco, Triqui, etc., may need to be teamed with a Spanish interpreter. If this is the case, you will be given a written quote for that appointment.

The Language Exchange, Inc.  
PO Box 750, Burlington, Wa 98233  
Phone (360)755-9910 fax (360)755-9919  
[www.langex.com](http://www.langex.com)

**Additional information for Spoken Language Appointments (continued):**

- ◆ If an appointment is booked for 2 hours or longer, but does not last the entire scheduled time, you will be billed for the requested amount of time.
- ◆ Definition of no-shows and late cancellations:
  - No-shows are defined as patient or provider no-shows.
  - Late cancellations are defined as less than 4-hour notice for medical appointments in language categories 1 and 2, and 24-hour notice for languages in category 3. 24-hours notice is needed for all other types of appointments.
- ◆ Rates for no-shows and late cancellations:
  - If an appointment is requested for 2 hours or longer, the amount of time requested will be billed, otherwise:
    - Medical appointments are billed for ½ hour at the appropriate hourly rate.
    - Non-Technical, Technical, Legal, and Mental Health appointments are billed for 1 hour at the appropriate hourly rate.
    - Groups, Meetings and Seminars are billed for 2 hours at the appropriate hourly rate.
- ◆ We bill L&I directly, if they cover services. (Except Sign Language and Non-Certified/Non-Authorized Languages)

**Sign Language Interpreting**

	Minimum Charge	Rate
<b>Court/Seminars/Groups/Meetings Mental Health/Legal</b>	2 hour	\$90.00/hr
<b>All other appointments</b>	2 hour	\$70.00/hr

**Additional information for Sign Language appointments:**

- ◆ Travel time is billed at the hourly rate. Every effort is made to find the closest possible qualified interpreter and avoid travel charges.
- ◆ To combat fatigue and improve accuracy, 2 interpreters may need to be scheduled.
- ◆ Patient and Provider no-shows and cancellations made with less than 24-hour notice are billed for a 2-hour minimum or the amount of time that was requested, whichever is greater, at the appropriate hourly rate.

## Court Interpreting

	Minimum Charge	Spanish Russian	Cambodian Cantonese Korean Mandarin Somali Vietnamese	Mixteco Triqui Indigenous languages (Team)	All other languages
<b>On-site &amp; Telephonic court and depositions</b>	2 hour	\$64.00/hr	\$95.00/hr	\$129.00/hr	\$79.00/hr
<b>Trials</b>	8 hours	\$64.00/hr	\$95.00/hr	\$129.00/hr	\$79.00/hr

### Additional information for the above rates:

- ◆ Travel time is billed at the hourly rate. Every effort is made to find the closest possible qualified interpreter.
- ◆ Any appointment requiring a court interpreter will be billed at a 2-hour minimum or the amount of time that was requested, whichever is greater.
- ◆ You will be notified of any exceptions in writing.
- ◆ To combat fatigue and improve accuracy, 2 interpreters may need to be scheduled.

### Cancellation policy for court interpreting:

- ◆ Non-trial appointments:
  - Require at least 24-hour notice of cancellation.
  - If less than a 24-hour notice of cancellation is received you will be billed for a 2-hour minimum or the amount of time that was requested, whichever is greater.
  - Weekends are not included in the 24-hour notice.
- ◆ Trial appointments:
  - All trials, either jury or non-jury require at least 24-hour notice of cancellation for each day scheduled.
  - Weekends are not included in the 24-hour notice.
  - If less than 24-hour notice of cancellation is received you will be billed 8 hours for the first day and possibly for the second day, depending on how much notice is given.

## How to Request an Interpreter

Once we have received your completed agreement, contact our office to arrange services with one of our schedulers. For your convenience, we will confirm with you when an interpreter has been arranged.

You may request an interpreter by: Fax (360) 755-9919  
Phone (360) 755-9910  
Email [schedule@langex.com](mailto:schedule@langex.com)

## Account Information

**Please fill out the information below and return by fax, email or mail** to The Language Exchange, Inc. to set up your account.

Payment for services is to be made within 30 days from invoice received from The Language Exchange, Inc. A late fee of \$5.00 or 1% per month whichever is greater will be charged on all past due invoices. A \$50.00 collection fee will be added on all invoices sent to collection.

I have read the above rates and would like to obtain the services of The Language Exchange, Inc. Billing is made only for interpreter services requested by the undersigned or designated persons. Invoices will be sent to the address below.

---

Name

Title

---

Signature

Date

---

Company Name

---

Billing Address

---

Phone

Fax

Email

Representing The Language Exchange, Inc. \_\_\_\_\_

The Language Exchange, Inc.  
PO Box 750, Burlington, Wa 98233  
Phone (360)755-9910 fax (360)755-9919  
[www.langex.com](http://www.langex.com)



Translation and Interpreting Services

# INTERPRETER REQUEST

CHECK APPROPRIATE CATEGORY:  Medical  Dental  Legal  Mental Health  Other  
 Labor & Industries, include claim # \_\_\_\_\_  Group/Meeting  Home Visit

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **Mon Tue Wed Thu Fri Sat Sun** \_\_\_\_\_  
APPOINTMENT DATE CIRCLE CORRESPONDING WEEKDAY CHECK-IN TIME ANTICIPATED LENGTH

\_\_\_\_\_  
CLIENT'S LAST NAME CLIENT'S FIRST NAME DATE OF BIRTH

\_\_\_\_\_  
CLIENT'S PHONE NUMBER(S) - *Not needed for Sign Language requests.*  Spanish  Russian  
*You may contact a TDD/TTY user by calling Washington State Relay Service 1- 800-388-6384 (or 711)* CHECK BOX OR WRITE-IN LANGUAGE REQUIRED

\_\_\_\_\_  
NAME & TITLE OF SERVICE PROVIDER APPT TYPE (E.G. ULTRASOUND OR DEPOSITION)

\_\_\_\_\_  
NAME OF LOCATION DEPARTMENT OR PROGRAM NAME

\_\_\_\_\_  
APPOINTMENT ADDRESS

\_\_\_\_\_  
NOTE IF THE INTERPRETER SHOULD CHECK-IN WITH SOMEONE OR SOMEWHERE SPECIFIC, ETC.

\_\_\_\_\_  
NOTE IF YOU HAVE INTERPRETER/GENDER PREFERENCE OR ANY OTHER SPECIAL NEEDS, ETC.

\_\_\_\_\_  
YOUR NAME YOUR PHONE NUMBER + EXTENSION FAX NUMBER

## ----- ADDITIONAL APPTS FOR SAME CLIENT/SAME LOCATION -----

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **Mon Tue Wed Thu Fri Sat Sun** \_\_\_\_\_  
APPOINTMENT DATE CIRCLE CORRESPONDING WEEKDAY CHECK-IN TIME ANTICIPATED LENGTH

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **Mon Tue Wed Thu Fri Sat Sun** \_\_\_\_\_  
APPOINTMENT DATE CIRCLE CORRESPONDING WEEKDAY CHECK-IN TIME ANTICIPATED LENGTH

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **Mon Tue Wed Thu Fri Sat Sun** \_\_\_\_\_  
APPOINTMENT DATE CIRCLE CORRESPONDING WEEKDAY CHECK-IN TIME ANTICIPATED LENGTH

**CONFIRMED INTERPRETER:**  
*(OUR STAFF WILL SCHEDULE THE INTERPRETER, WRITE THE NAME HERE, & FAX THIS BACK TO YOU)*

-----  
*Thank-you, we appreciate your business! Please notify of us any changes ASAP.*  
**Phone: 360-755-9910** [schedule@langex.com](mailto:schedule@langex.com) **Fax: 360-755-9919**  
*The Language Exchange, Inc.*



Translation and Interpreting Services

**Did you know** that the Language Exchange, Inc. (TLE) provides Telephone interpreting, on-site interpreting, Written Translation, and Court-Certified interpretation, translation and transcription services? We do and below is some basic information about our **written translation services**. Please feel free to contact us if you have any questions or would like a free quote for translation.

### **Our History and Background**

TLE was founded in 1986 by our company president Jaye Stover. Jaye is a court certified Spanish interpreter and at one time was the only Spanish interpreter for the courts in Skagit County, Washington. Jaye provided interpreting services voluntarily at first but as she saw the need for interpreting and translation services growing throughout Washington State she decided to start getting paid for her time. Jaye also began working with bilingual people within the community to help and encourage them to become professional certified interpreters and/or translators. We also provide a variety of classes for language professionals. They range from continuing education for Court Certified interpreters to legal terminology and test preparation classes for new interpreters and translators.

### **Our Translation Process & Quality Control**

At TLE we include proofreading and editing services for all of our projects in our translation price and process. We believe that this is the best way to ensure an error-free, linguistically and semantically sound translation. Quality control at TLE begins with the initial request for translation. First the content of the material must be assessed to indicate what knowledge a language professional must possess to accurately and proficiently understand and translate the material to be translated.

TLE utilizes the services of a minimum of two language professionals for every project, an initial translator whom is a Native speaker of the Target language, and a proofreader whom is a Native speaker of the Source language. When an initial translation is complete it is then sent to a proofreader for review. Proofreaders look for grammatical errors, proper syntax, and also are checking to be sure that the context and general meaning of the project have not been lost or changed in the translation process. Any changes, suggestions or comments are then noted and all is sent to the initial translator for approval. The initial translator will accept or reject the suggested changes. If the initial translator rejects the suggested changes then they must submit the edited version with rejected changes and notes explaining why they reject them. The proofreader then reviews the rejected changes and notes. If they do not agree with the initial translator, a third language professional is consulted.

### **Translator Requirements:**

We screen potential candidates for the following: ATA certification, minimum of 3 years experience, college degrees that pertain to linguistics or translations, the quality of English used for their resume, and current references. Should a translator who works in a non-certifiable

The Language Exchange, Inc.  
PO Box 750, Burlington, WA 98233  
Ph: (360) 755-9910 • Fax: (360) 755-9919  
www.langex.com • langex@langex.com

language pass our “screening” process, and then we have the proposed translator provide translation of a test document. Upon completion that document is then reviewed by two independent proofreaders/editors and they must agree to the quality of the translation work (and/or any changes that need to be made) so that we have a good idea of the overall performance of the new translator. The quality of the translation that was done will determine whether or not we will utilize that translator’s services.

Work of translators, proofreaders, project managers, desktop publishing and technical assistants is reviewed every 6 months for compliance with our company’s standards.

**Rates and Fees**

Translation rates are calculated using the per-word rate and the total number of words or characters in all documents. TLE bills by the total number of words in the source documents for most languages. The final target word-count is used for ideographic languages like Chinese and Japanese, and for languages that may use a single string of characters to represent what in English would be a large number of words such as Thai or Lao. There is not a discount offered for fast payment (less than 30 days).

*Source word—The language in which the material is written when submitted for translation*  
*Target word—The language of the desired completed document*  
*Non-technical — Basic letters, books, pre-college English*  
*Technical - Industry Specific-Legal, Medical, Regulatory, scientific or engineering technology*

\*Project management, proofreading/editing services, and general formatting services are included in these rates.

Language	Non-technical	Technical	Language	Non-technical	Technical
Amharic	\$0.29	\$0.32	Italian	\$0.24	\$0.27
Arabic	\$0.24	\$0.27	Japanese	\$0.27	\$0.30
Armenian	\$0.29	\$0.32	Korean	\$0.27	\$0.30
Bosnian	\$0.25	\$0.28	Laotian	\$0.28	\$0.31
Bulgarian	\$0.29	\$0.32	Oromo	\$0.30	\$0.33
Cambodian	\$0.29	\$0.32	Polish	\$0.26	\$0.29
Creole	\$0.29	\$0.32	Portuguese	\$0.23	\$0.26
Chinese (Simplified & Traditional)	\$0.23	\$0.26	Punjabi	\$0.29	\$0.32
Croatian	\$0.25	\$0.28	Romanian	\$0.29	\$0.32
Czech	\$0.24	\$0.27	Russian	\$0.19	\$0.21
Danish	\$0.28	\$0.31	Serbian	\$0.25	\$0.28
Dutch	\$0.28	\$0.31	Somali	\$0.29	\$0.32
Farsi	\$0.28	\$0.31	Spanish	\$0.19	\$0.21
French	\$0.25	\$0.28	Tagalog	\$0.28	\$0.31

<b>German</b>	\$0.25	\$0.28	<b>Thai</b>	\$0.28	\$0.31
<b>Greek</b>	\$0.28	\$0.31	<b>Tigrinya</b>	\$0.30	\$0.33
<b>Hebrew</b>	\$0.28	\$0.31	<b>Ukrainian</b>	\$0.22	\$0.28
<b>Hindi</b>	\$0.29	\$0.32	<b>Vietnamese</b>	\$0.27	\$0.30
<b>Hmong</b>	\$0.28	\$0.31	<b>Others not listed</b>	\$0.30	\$0.33
<b>Hungarian</b>	\$0.26	\$0.29			
<b>Indonesian</b>	\$0.29	\$0.32			

### ADDITIONAL FEES

**Audio Transcription/Translation/Recording**      \$55.00 per hour\*

**Desktop Publishing**      \$60.92 per hour

**Proofreading only (3rd party documents)**      Charge is 40% of per word translation rate

**Minimum Charge**      \$60.00 per language, per project\* (If multiple projects for the same language are submitted at the same time, minimum charges do not apply).

**Rush Fees**      Charge of 30% of base rate for work required within 24 hours

**Overnight and 2nd Day Delivery**      Options of your choice: FedEx, UPS, US Postal Service, Airborne Express, shipping fees will apply.

\*Prices for Rare and indigenous languages may be billed at a higher rate

### **Hours of Operation**

TLE's translation department has standard operating hours from 9:00am- 5:00pm PST Monday thru Friday. It is not uncommon to have exceptions or important deadlines that require this department to work at any time throughout the week or weekend. Occasionally it is necessary to be available at midnight or 2:00am, a client may need their project returned by 4:00am or a translator may only be available for correspondence from 10:00pm to 6:00am. Whatever the deadline or requirement, we make sure the job gets handled in a quick, appropriate and professional manner.

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2009

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

April 2009

**2009 Stormwater Awareness Poster Contest  
Sedro-Woolley**

The Skagit Conservation District, in partnership with the City of Sedro-Woolley, hosted a Stormwater Awareness poster contest this past spring. The contest was open to Sedro-Woolley area students grades K-8. The contest was held as an educational component to meet the requirements of the Phase II Stormwater Management Permit. As a compliment to the contest, stormwater/watershed classroom presentations were offered.

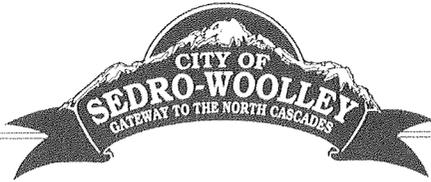
The First Place Winner was Hallie Stiles, a fourth grader from Lyman Elementary. For her winning entry, Hallie will be presented with a bicycle from Skagit Cycle Center, a plaque, and professional framing of her artwork. A copy of her poster was also framed and will be on display at Sedro-Woolley City Hall.

Second Place went to Kathrine Morgan, a fourth grader from Mary Purcell Elementary. Third Place winner was Shayna Corne, a Lyman Elementary fifth grader. Michaels gift certificates for art supplies will be awarded to these participants, as well as certificates of achievement. Informational stormwater bookmarks were created featuring the artwork of the winning artists and are free to the public at the Sedro-Woolley City Library. Certificates were given to all contest participants, along with the return of their artwork.

Sedro-Woolley Mayor Mike Anderson, Mark Freiberger, Director of Public Works/City Engineer, and John Coleman, Senior Planner judged the contest. The District would like to extend a big thank you to these individuals for taking the time to assist with this process. We would also like to thank all of the participating teachers and students.

---

Cindy Pierce  
Youth Education & Data Information Coordinator



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SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

Name:  
Address:  
Narrative:

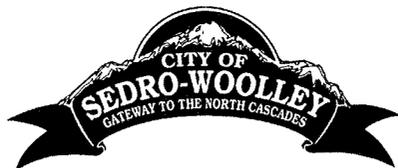
Name:  
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Name:  
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Narrative:

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Name:  
Address:  
Narrative:





CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2009

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

**Planning Department**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

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**MEMO:**

**To:** City Council  
Mayor Anderson

**From:** Jack Moore *JM*  
Planning Director & Building Official

**Date:** May 13, 2009

**Subject:** Design Review and signs in the Central Business District (CBD)

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**ISSUE**

Should the Council approve the attached revisions to the City's *Design Standards and Guidelines* and Design Review chapter of the municipal code?

**PROJECT DESCRIPTION / HISTORY**

The City Council directed the Planning Commission and Planning Department staff to consider revisions to the design standards for signs in the Central Business District.

The Planning Commission formed a committee and distributed a questionnaire to the business community in partnership with the Sedro-Woolley Chamber of Commerce.

To allow a wider variety of signs and awnings, the Planning Commission recommends modifying the *Design Standards and Guidelines* to:

- A. Include the early 1900's theme for signs as a recommendation only, not a requirement.
- B. Allow signs that are backlit as are allowed in other zoning districts.
- C. Allow construction of framed, site-built awnings instead of only fabric awnings.

To create a more efficient review process, the Planning Commission also recommends modifying Chapter 15.44 of the Municipal Code to allow the Planning Department to conduct design review.

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**EXHIBITS**

Planning Commission's *Findings of Fact, Conclusions and Decision*

**RECOMMENDED ACTION**

Motion to approve ordinance \_\_\_\_\_ to revise Chapter 15.44 SWMC and the Sedro-Woolley *Design Review Standards and Guidelines* as attached.

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

**AN ORDINANCE AMENDING SWMC 15.44 REGARDING DESIGN REVIEW PROCEDURE AND AMENDING THE SEDRO-WOOLLEY DESIGN STANDARDS AND GUIDELINES REGARDING SIGNS AND AWNINGS IN THE CENTRAL BUSINESS DISTRICT**

**WHEREAS**, the City Council directed the Planning Commission and Planning Department staff to consider revisions to the design standards for signs and design standards for the Central Business District;

**WHEREAS**, the Planning Commission formed a committee of three members to review the *Design Review Standards and Guidelines* and the committee along with staff developed and distributed a questionnaire to gauge public interest in the sign and design review requirements;

**WHEREAS**, the committee met with planning staff to review the questionnaire responses and make recommended changes to the Design Standards;

**WHEREAS**, the committee presented the recommended changes to the Planning Commission;

**WHEREAS**, the Planning Commission recommended that the revisions be adopted by City Council;

**WHEREAS**, the City Council believes that adoption of the proposed revisions to the *Design Review Standards and Guidelines* will be beneficial to businesses by allowing greater flexibility in the design of their business signage and awning style;

**WHEREAS**, the City Council believes that adoption of the proposed revisions to Chapter 15.44 SWMC will allow the City to more efficiently process permit applications by having design review completed by the Planning Department;

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES ORDAIN AS FOLLOWS:**

**Section 1.** Chapter 15.44 SWMC is amended to read as attached in Exhibit A.

**Section 2.** The Sedro-Woolley Design Standards and Guidelines are amended per Exhibit B.

**Section 3. EFFECTIVE DATE.** This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

**Section 4. SEVERABILITY.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council  
this \_\_\_\_ day of \_\_\_\_\_, and signed in authentication of its passage this  
\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

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

Approved as to form:

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

Published \_\_\_\_\_

## EXHIBIT A

### Chapter 15.44

#### DESIGN REVIEW

##### Sections:

- 15.44.010 Intent.
- 15.44.020 Review authority.
- 15.44.025 General requirements.
- 15.44.030 Standards for review.
- 15.44.040 Design review established.
- 15.44.050 Duties and procedures.
- 15.44.060 Authority of committee.
- 15.44.065 Effect of decision.
- 15.44.070 Waivers.
- 15.44.075 Hearing.
- 15.44.080 Additional duties.
- 15.44.090 Compliance with building code.
- 15.44.100 Enforcement.

##### 15.44.010 Intent.

The intent of design review is to encourage better design and site planning throughout the city of developments which are significant in impact; encourage development which feature amenities designed to strengthen a sense of community; to minimize potential incompatible uses; and to increase community property values. (Ord. 1486-04 § 5 (part), 2004)

##### 15.44.020 Review authority.

A. Central Business District. All new construction, alterations, demolition, or remodeling of existing buildings, and all exterior changes, including but not limited to change in paint color or materials, windows, awnings, permanent window signs, and all other signs, except for residential dwellings not used for commercial purposes within the Central Business District as delineated on the city zoning map shall comply with this chapter.

B. All Other Zones. In all other land use zones throughout the city, the following land use actions and permits shall comply with this chapter:

1. All planned residential developments;
2. All permits and land use actions which require environmental review under SWMC Chapter 2.88. (Ord. 1486-04 § 5 (part), 2004)

##### 15.44.025 General requirements.

A. All applications for building permits or approvals required by this chapter shall be accompanied by three ~~ten~~ complete set of plans and blueprints clearly defining the construction, changes, alterations or remodeling and stating the proposed location, dimensions, and all colors accurately portrayed and type of construction and design. Such plans and blueprints shall be drawn to scale and shall clearly define the roofing materials and siding materials to be used together with the finish, paint or other procedure to be used or applied on all exterior walls and

trims. In the central business district, the applicant shall include plans showing the partial building elevations of the adjacent buildings showing modulations and materials of the building facades.

B. The application and plans shall state a contemplated date of commencement and completion of such construction, change, alteration or remodeling. Such plans shall become the property of the city upon submission of the application.

C. Additional information may be required such as a vicinity map, legal description, topographic survey showing contours, existing structures and environmental conditions, photographs identifying existing characteristics of the site, grading plan, building plans, landscaping plans, parking and access plans, special studies, or SEPA checklist as required by the director.

D. Fees. Fees for design review shall be established by resolution of the Sedro-Woolley city council. (Ord. 1518-05 § 1, 2005; Ord. 1486-04 § 5 (part), 2004)

#### **15.44.030 Standards for review.**

A. All applications subject to design review shall comply with the city of Sedro-Woolley design standards and guidelines as adopted by the city.

B. The city of Sedro-Woolley design standards and guidelines shall be adopted by the city council following a recommendation by the planning commission. The city of Sedro-Woolley design standards and guidelines shall be adopted by ordinance in the same manner as a development regulation. (Ord. 1486-04 § 5 (part), 2004)

#### **15.44.040 Design review established.**

~~A. The planning department commission shall perform design review under this chapter, for the CBD.~~

~~B. The director shall perform design review for all applications, permits and land use actions which require no review or other approval by the planning commission or city council. Any party who wishes to move the decision of the director to the planning commission as a de novo hearing may do so as a Type IA land use process under SWMC Chapter 2.90.~~

~~C. The planning commission shall perform design review for all other applications, permits and land use actions. (Ord. 1486-04 § 5 (part), 2004)~~

#### **15.44.050 Duties and procedures.**

~~The rules and procedures of the planning commission shall apply to its action as the design review committee. Applications submitting any activity regulated by this chapter shall be made to the planning department, and shall be forward to the design review committee prior to the regular meeting. The director shall issue a staff report making recommendations to the planning commission for compliance with the city of Sedro Woolley design standards and as adopted by the city. (Ord. 1486-04 § 5 (part), 2004)~~

#### **15.44.060 Authority of committee.**

~~A. The planning department design review authority shall have authority to approve, approve with conditions, or deny an application made pursuant to the provisions of this chapter. The planning department design review committee may consider modified plans, or attach conditions to an approval of an application. The action of the planning department design review committee shall be supported with specific findings of fact, and shall reference the Sedro-~~

Woolley design standards and guidelines and other relevant documents. A copy of the approved plans shall be returned to the ~~planning department~~ and shall be placed in the permit file. (Ord. 1486-04 § 5 (part), 2004)

**15.44.065 Effect of decision.**

The decision of the ~~design review authority~~ planning department shall be documented and incorporated into the accompanying approvals, if any, for the permit, land use action, or other approval, and shall be binding on the applicant and his successors in interest. The city may reduce the approval to a document or plan which shall be incorporated into the approved plans for the project. For example, specific conditions for the location of open space pursuant to a requirement of the design manual may be incorporated into a subdivision approval. (Ord. 1486-04 § 5 (part), 2004)

**15.44.070 Waivers.**

Waivers to the required elements of design standards manual may be allowed by the design review authority if the applicant demonstrates that the overall project meets the intent of the design manual and other adopted standards, through the incorporation of “encouraged” design elements from the city of Sedro-Woolley design standards and guidelines or other significant design elements which accomplish the same purpose. In evaluating alternative design elements, the ~~design review authority~~ planning department may consider the testimony of an architect or other design professional in making its decision. (Ord. 1486-04 § 5 (part), 2004)

**15.44.075 Hearing.**

Any applicant who is not satisfied with the decision of the ~~planning commission~~ department may appeal the decision as part of an appeal of the underlying permit, following the procedures set forth in Chapter 2.90 of the municipal code to the extent applicable. Such request for a hearing must be made in writing to the planning department within fourteen days of the action ~~of the design review committee~~. (Ord. 1486-04 § 5 (part), 2004)

**15.44.080 Additional duties.**

The ~~design review committee~~ planning department shall review mural applications. The ~~committee~~ department may also facilitate business community input into downtown revitalization plans or programs designed to enhance the appearance of, and promote, the central business district. It is not intended that the ~~committee~~ department replace existing organizations whose purpose is to promote such plans or programs, but rather to ensure that such programs or plans incorporate or complement, as appropriate, the adopted standards and intent of this chapter. (Ord. 1486-04 § 5 (part), 2004)

**15.44.090 Compliance with building code.**

The terms, provisions and requirements of this chapter shall be in addition to and not in lieu of the requirements as set forth in the most recently adopted ~~Uniform Building Code~~ building code, or any other ordinance, state statute or regulation applicable to the city. (Ord. 1486-04 § 5 (part), 2004)

**15.44.100 Enforcement.**

A. Civil Penalty. Violation of any of the terms and provisions of this chapter is deemed to be a civil infraction. Written notice shall be given by the city to the violator which written notice shall set forth the alleged violation and shall allow a reasonable time for the correction of such alleged violation. For purposes of this section, reasonable time for any nonstructural violation shall be not less than five days and reasonable time for any structural violation or violations including extensive remodeling shall not be less than twenty days. If said violation is not corrected within the time limit set forth in said notice, then and thereafter each day during which said violation exists shall be deemed to be a separate infraction. Any infraction under this chapter shall be punishable by a civil penalty in the amount of two hundred fifty dollars for each such infraction. Any offending building or structure or part thereof shall be removed at the owner's expense.

B. Injunction and abatement. The city, through its authorized agents, may, in addition to any other remedy provided herein, initiate injunction or abatement proceedings or other appropriate action in the appropriate court of law, against any person who violates or fails to comply with any provision of this chapter or against the owner or user of any building or structure or part thereof which violates this chapter to prevent, enjoin, abate, or terminate violations of this chapter.

C. Remedies cumulative. The remedies provided herein are cumulative and not alternative remedies and are in addition to any other remedy to which the city may be entitled by law. (Ord. 1486-04 § 5 (part), 2004)

## EXHIBIT B

### Awnings:

Awnings were generally a retractable type utilizing cotton canvas stretched over a metal ribbed frame. The whole was either mechanically or manually collapsible against the building to allow sunlight to penetrate the interior space. These were mounted at the level of the transom windows. They also had the added benefit of providing rain protection to clientele.

Permanent awnings constructed of wood or metal and that meet all other design review standards are encouraged. If a fabric awning is desired, there are three reasons that a fixed frame acrylic type is recommended over a retractable type:

1. Durability and maintenance – modern acrylic fabrics are available to replace the cotton type. They are more colorfast, resistant to ultraviolet breakdown and being synthetic will not mildew or rot. They can easily be pressure washed.
2. Tidiness – fixed frame type awnings allow the fabric to be stretched tight over the ribs. This provides a watertight covering that will not collect extra dirt or refuse in sags or folds. Fabric stretched tight will not be continuously pulled over metal parts by the wind that will wear out corners and seams.
3. Cost – fixed frame awnings cost about ½ of the price of retractable ones.

Awnings should be angular as opposed to round in keeping with traditional rather than current popular styles. Fabric should be solid color or striped acrylic type. Glossy vinyl or translucent back lighted type should be specifically disallowed.

Projection from the building should not be less than 5' or greater than 75% of the width of the sidewalk. A vertical valance of not more than 20" should be standard with the addition of decorative trim encouraged. Signage should be limited to ½ of the area of the vertical portion.

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### Signage:

Signage is the single element most responsible for conveying the type of design "message" that is communicated to the public. Signs, by their nature, make strong first impressions. They are bright attention getting communication devices.

~~The signs now in Sedro-Woolley have not been regulated beyond the general city ordinances which have no stylistic or aesthetic considerations at all. While most of the signs, on an individual basis, are reasonably well designed, there is absolutely no continuity or theme expressed from one business to another. The signs now are for the most part utilitarian in nature. A sort of "free for all" or "every man for himself" attitude has prevailed. A real potpourri of signage style, materials and techniques exists as a result (and is what it to be expected when there has been no direction).~~

Variety is absolutely essential and expression of a store's identity is completely individual and subjective. There are certain parameters however that if followed with care will result in a more pleasing expression to the public. Considering how important the signs are in establishing a solid long lasting first impression, deliberate and purposeful review of each applicant is very important. Poorly coordinated signage is the one single element that can destroy and overwhelm all of our other efforts combined. On the other hand, it can be the very best supportive element to the theme we are trying to recapture and establish encourage.

NOTE: Information contained in the following table is encouraged, but not required:

As mentioned in the basic profile, the Art Nouveau influence was the strongest force behind painting, sculpture, architecture, and applied decorative arts. Signage was particularly influenced as decorative form of self expression. In fact, many in the sign trades recognize signage from 1900-1930 as the classic period in American style, where beautiful letter forms and decorative expression meet with the best craftsmanship and techniques. Businesses will find a wide variety within this designation. Basically there are several types: awning lettering, carved wood, window (gold leaf and paint), painted wood, cut out or cast individual letters, wall signs painted directly on buildings, and some very early types of neon and electric signs.

The following guidelines will allow free expression within certain parameters that will serve us best in Sedro-Woolley. All signs should have 2 or 3 of the following elements commensurate with Art Nouveau styling:

1. Letter style shall be complimentary to Art Nouveau; Classic Roman and derivatives or Calligraphic styles. Avoid Sans Serif, Contemporary, and any decorative styles that fight with the theme (such as computer styles or Old English). If a corporate logo and/or representative letter style is to be used then the second two criteria must be followed closely so that their signage can be integrated with the total theme.
2. Signs shall have an outside shape that is characteristically decorative, or if rectangular or square, panels, borders and decorative detailing that are distinctly complimentary to the 1920's architectural style.
3. Signs shall be made with materials and techniques that are similar in appearance to those used in signage in the early part of the century, 1900-1930. All free standing and projecting signs shall have a base support of pose cover that is decorative as well as functional and made of materials that are as relative to the exterior walls of the buildings they serve as possible (coloration and detailing).

Square footage, height, and setback restrictions shall comply with the ~~are equal to~~ City of Sedro-Woolley Municipal Code. ~~standards.~~

Flashing, animated, rotating, ~~or~~ changing message signs, ~~or~~ and signs with that combine a white background with ~~and~~ internal illumination are specifically prohibited. Exposed neon illumination or shielded external illuminations are accepted alternatives.

Drawings must be submitted for approval. They need to be in color, and detail size, materials, have specific accurate letter style, and decorative detailing and placement on building indicated. Structural and installation details per current code.

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION  
STATE OF WASHINGTON**

<p><b>In the Matter of:</b></p> <p><b>REVISING DEVELOPMENT REGULATIONS FOR DESIGN REVIEW PROCEDURE (15.44 SWMC) AND DESIGN REVIEW STANDARDS</b></p>	<p style="text-align: center;"><b>FINDINGS OF FACT, CONCLUSIONS AND DECISION</b></p> <p style="text-align: center;"><b>REVISED CHAPTER 15.44 SWMC AND SEDRO-WOOLLEY DESIGN STANDARDS &amp; GUIDELINES</b></p>
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This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, January 20, 2009** and **Tuesday, April 21, 2009** under a request by the Planning Director for a public hearing and recommendation from the Planning Commission pursuant to Chapter 2.90 SWMC.

<b>Recommendation:</b>	The Planning Commission recommends <b>APPROVAL</b> of the request to revise Chapter 15.44 SWMC as shown in Exhibit A and the <i>Sedro-Woolley Design Standards &amp; Guidelines</i> as shown in Exhibit B of these Findings of Fact, Conclusions and Decision.
<b>Hearing Date:</b>	Tuesday, January 20, 2009 and Tuesday, April 21, 2009
<b>Proponent:</b>	City of Sedro-Woolley

**Description of proposal**

The Planning Commission recommends that the City Council revise Chapter 15.44 of the Sedro-Woolley Municipal Code (SWMC) and the *Sedro-Woolley Design Standards & Guidelines* to require that design review be performed by the Planning Department; and to alter or reduce the design standard requirements for signs and awnings in the Central Business District.

**Exhibit A: Proposed Chapter 15.44 SWMC, Design Review**

**Exhibit B: Proposed alterations to the *Sedro-Woolley Design Standards & Guidelines***

## FINDINGS OF FACT

1. The City Council directed the Planning Commission and Planning Department staff to consider revisions to the design standards for signs and design standards for the Central Business District.
2. On October 21, 2008, the Planning Commission proposed a work plan that included the following topic: Revise Central Business District Design Standards and revise sign ordinance (reduce standards/ allow more).
3. On November 26, 2008, the City Council approved the Planning Commission's work plan proposal.
4. On December 16, 2009, the Planning Commission formed a committee of three members to review the *Design Review Standards and Guidelines* and present a proposal to the Planning Commission. The committee along with staff then developed and distributed a questionnaire to gauge public interest in the sign and design review requirements.
5. On January 20, 2009, the Planning Director presented recommended changes to Chapter 15.44 SWMC per the Planning Commission's request. The changes were designed to assign the task of design review to the Planning Department. The Planning Commission approved the changes (Exhibit A), but wished to complete the revisions to the *Design Review Standards and Guidelines* prior to the City Council assigning review responsibility to the Planning Department.
6. On March 30, 2009, the committee met with planning staff to review the questionnaire responses and make recommended changes to the Design Standards that included altering some of the Central Business District sign requirements to instead become recommendations and allowing a greater range of materials to be used for constructing awnings.
7. On April 21, 2009, the committee presented the recommended changes to the Planning Commission. After review and discussion, the final draft is as attached in Exhibit B.

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## CONCLUSIONS

The Planning Commission, having reviewed the *Planning Department Staff Report* and hearing any public testimony, makes the following conclusions:

1. Adoption of the proposed revisions to Chapter 15.44 SWMC will allow the city to more efficiently process permit applications by design review being completed by the Planning Department.

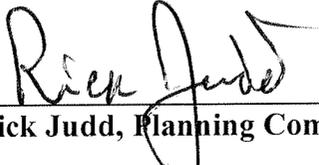
2. Adoption of the proposed revisions to the *Design Review Standards and Guidelines* will allow businesses greater flexibility in the design of their business signage and awning style.

### DECISION

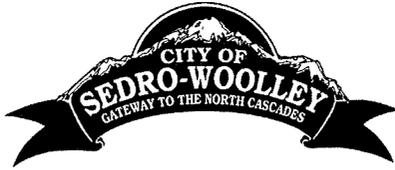
Based upon the foregoing, the Planning Commission recommends approval of the attached revisions to Chapter 15.44 SWMC and the attached revisions to the *Design Review Standards and Guidelines*.

### CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of recommended revisions to Chapter 15.44 SWMC and the *Design Review Standards and Guidelines*, at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, April 21, 2009**, at which time a quorum was present and the decision was for approval by a vote of 5 FOR, 0 AGAINST, and 0 ABSTENTIONS.

  
\_\_\_\_\_  
Rick Judd, Planning Commission Chair

5-7-09  
\_\_\_\_\_  
Date



CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2009

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

**Planning Department**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

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**MEMO:**

**To:** City Council  
Mayor Anderson

**From:** Jack Moore  
Planning Director & Building Official

**Date:** May 13, 2009

**Subject:** Final Plat Approval – Plat of Sapp Place – Resolution       -09

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**ISSUE**

Should the City Council grant final plat approval to the Plat of Sapp Place?

**PROJECT DESCRIPTION / HISTORY**

The property owner has made a request for final plat approval for the Plat of Sapp Place. The City Council granted the project preliminary plat approval on July 11, 2007 under Resolution 748-07. The plat consists of seven (7) single-family residential lots and a stormwater detention tract. The file number for this project is LP-1-07.

The Plat of Sapp Place has met or has bonding in place to complete all the conditions for approval listed in the Preliminary Plat approval.

**RECOMMENDED ACTION**

Motion to approve resolution       -09 granting final plat approval to the Plat of Sapp Place.

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

A RESOLUTION GRANTING FINAL APPROVAL TO THE PLAT OF SAPP PLACE  
APPLICATION #LP-1-07

WHEREAS, the applicant, Brian Hanson, has applied for final approval of the Plat of Sapp Place for a total of seven (7) lots; and

WHEREAS, on Tuesday, June 17, 2007, the Sedro-Woolley Planning Commission held an open record public hearing with proper notice for the Plat of Sapp Place and public testimony was received and considered. The Planning Commission passed a motion to recommend to the City Council approval of the Plat of Sapp Place subject to conditions; and

WHEREAS, on July 11, 2007, the Sedro-Woolley City Council granted preliminary approval of said subdivision through Resolution 748-07; and

WHEREAS, the final subdivision application upon final review is deemed to be within the scope of the project’s environmental analysis and development conditions and the conditions placed on the subdivision have been met or will be met to the satisfaction of the City of Sedro-Woolley,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES HEREBY RESOLVE AS FOLLOWS:

The Plat of Sapp Place, a subdivision consisting of seven (7) single-family lots, a stormwater tract and a play area tract (Exhibit 1) having been presented for acceptance, approval and filing is hereby accepted, approved and ordered filed subject to the Planning Commission FINDINGS OF FACT AND DECISION/RECOMMENDATION dated June 28, 2007 attached hereto as Exhibit 2 and made part hereof by reference.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
MIKE ANDERSON, MAYOR

Attest:

Approved as to form:

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

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

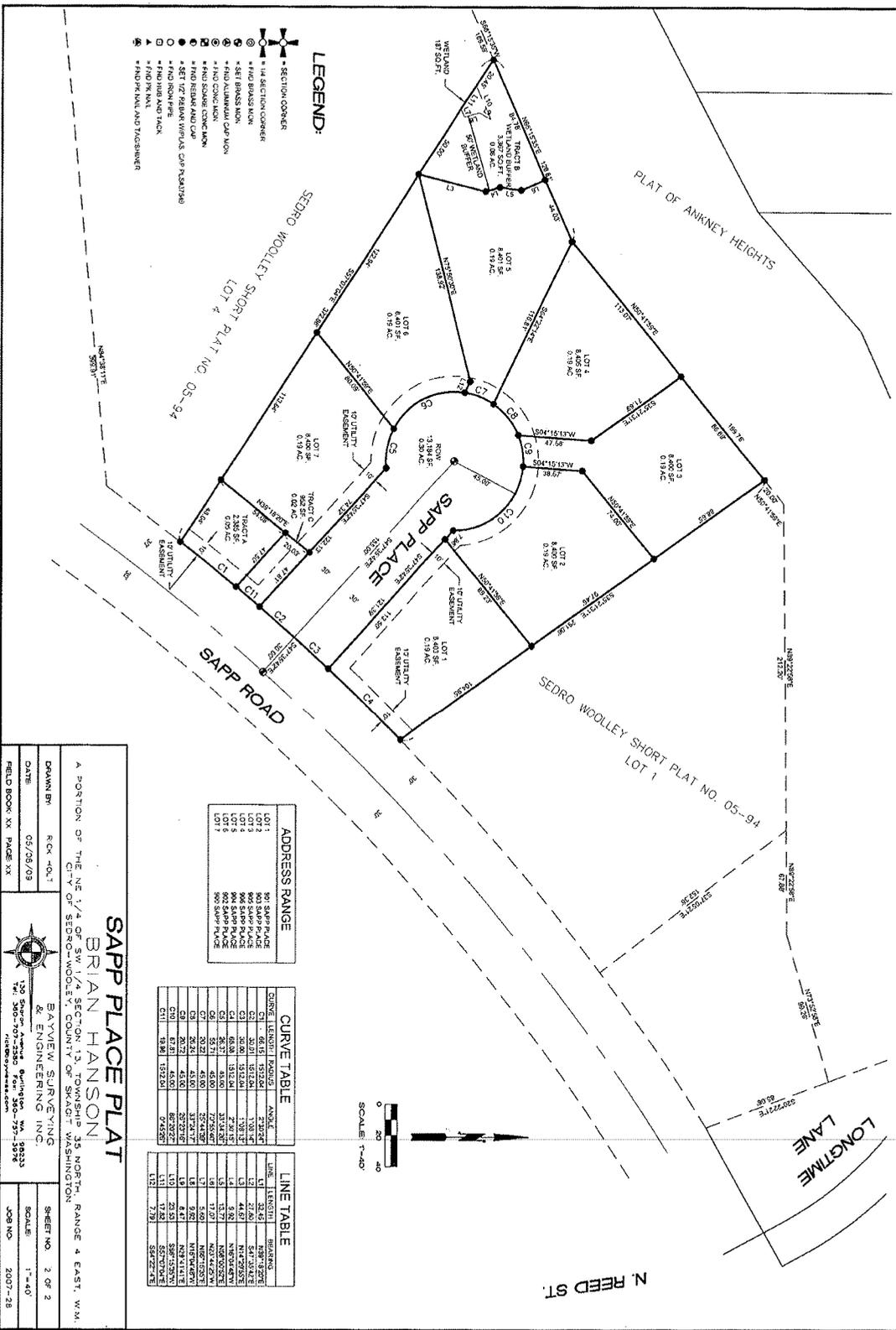


**RECORD OF SURVEY FOR SAPP PLACE PLAT NO. LP-1-07**  
 A PORTION OF THE NE 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.  
 CITY OF SEDRO-WOLLEY, SKAGIT COUNTY, WASHINGTON.

AUDITORS CERTIFICATE

SKAGIT COUNTY AUDITOR

8/7/2017



- LEGEND:**
- ✱ SECTION CORNER
  - ⊕ 1/4 SECTION CORNER
  - ⊙ FIELD BRASS NAIL
  - ⊙ FIELD ALUMINUM CAP NAIL
  - ⊙ FIELD STAINLESS STEEL NAIL
  - ⊙ FIELD REBAR AND CAP
  - ⊙ FIELD STAINLESS STEEL NAIL
  - ⊙ FIELD IRON PIPE
  - ⊙ FIELD IRON AND PAX
  - ⊙ FIELD PIN, NAIL AND TAGS/STAKE

**ADDRESS RANGE**

LOT 1	800 SAPP PLACE
LOT 2	800 SAPP PLACE
LOT 3	800 SAPP PLACE
LOT 4	800 SAPP PLACE
LOT 5	800 SAPP PLACE
LOT 6	800 SAPP PLACE
LOT 7	800 SAPP PLACE

**CURVE TABLE**

CHORD LENGTH	RADIUS	ANGLE
C1	66.18	93.240
C2	32.09	170.87
C3	62.88	131.241
C4	62.88	131.241
C5	36.37	46.00
C6	35.21	47.07
C7	28.24	45.00
C8	28.24	45.00
C9	32.09	170.87
C10	66.18	93.240

**LINE TABLE**

LINE	LENGTH	BEARING
L1	32.45	N89°30'20"E
L2	22.86	S41°34'42"E
L3	47.30	N89°30'20"E
L4	5.92	N89°30'20"E
L5	15.77	N89°30'20"E
L6	17.07	N89°30'20"E
L7	45.00	S89°30'20"E
L8	8.41	N89°30'20"E
L9	21.51	S89°30'20"E
L10	45.00	S89°30'20"E
L11	15.77	S89°30'20"E
L12	7.79	S89°30'20"E

**SAPP PLACE PLAT**  
 BRIAN HANSON  
 BAYVIEW SURVEYING & ENGINEERING INC.  
 130 Skagit Avenue, Skagit, WA, 98233  
 Ph: 360-678-7591 Fax: 360-678-7593  
 brian@bayview-surveying.com

A PORTION OF THE NE 1/4 OF THE SW 1/4 SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.  
 CITY OF SEDRO-WOLLEY, COUNTY OF SKAGIT, WASHINGTON.

DRAWN BY: RCH -04.1  
 DATE: 05/28/13  
 FIELD BOOK XX, PAGE XX

SHEET NO. 2 OF 2  
 SCALE: 1"=40'  
 JOB NO. 2007-28

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION  
STATE OF WASHINGTON**

<p><b>In the Matter of:</b></p> <p>Preliminary Approval for Plat of Sapp Place # <b><u>LP-1-07</u></b></p> <p>Brian Hanson 17958 Cove Lane Mount Vernon, WA 98274</p>	<p><b>FINDINGS OF FACT, CONCLUSIONS AND DECISION/RECOMENDATION</b></p>
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This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, June 19, 2007** under an application filed with the City of Sedro-Woolley by the applicant requesting Preliminary Plat Approval for a 7-lot subdivision as described and located in the Planning Department Staff Report hereby attached and made a part of this decision, which property is identified as Parcels P107810 and P107811 328 and 332 Sapp Road.

<b>Application Date:</b>	April 9, 2007
<b>Application Complete:</b>	April 12, 2007
<b>Recommendation:</b>	Approval with Conditions
<b>Hearing Date:</b>	Tuesday, June 19, 2007
<b>Property Owner:</b>	Brian Hanson 17958 Cove Lane Mount Vernon, WA 98274
<b>Project Proponent:</b>	Bayview Surveying and Engineering <b>ATTN: Rick Holt</b> 130 Sharon Ave. Burlington, WA 98233

<b>Site Address:</b>	328 & 332 Sapp Road	<b>Parcel ID No.:</b>	P107810 & P107811
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<b>Zoning District: Residential-5 (R-5)</b>			
Minimum lot size:	8,400 square feet	Lot width at building line:	40 feet
Front Setback:	20 feet	Lot width at road frontage:	20 feet
Side Setback:	5 feet for 1-story buildings, 8 feet for 2-story	Maximum building height:	35 feet
Rear Setback:	10 feet	Maximum building coverage:	35%

### **Description of proposed Long Plat**

The applicant seeks to subdivide approximately 1.81 acres zoned Residential 5 (R-5) into seven (7) single family residential lots with a 2,385 square foot stormwater infiltration tract and a 952 square foot play area (see Exhibit A – Record of Survey for Sapp Place Plat). The proposed subdivision will served by a single cul-de-sac off of Sapp Road. A small wetland has been shown to exist in the western corner of the property. The application does not include any requests for zoning variances per Chapter 17.60 SWMC. Landscape review per Chapter 17.50 SWMC and design review per Chapter 15.44 SWMC apply to this project. Exhibit B includes both the landscape plan and the design elements that are subject to design review.

Notice of the public hearing having been properly published and all matters submitted at the public hearing having been considered together with the testimony, evidence and exhibits in open hearing and made a part of the record in this matter, the Planning Commission makes the following:

### **FINDINGS OF FACT**

1. Subdivisions of land into five or more properties are classified as “subdivisions” (also termed “long plats”). Per SWMC 2.90.010(C) preliminary approval for a subdivision is treated as a Type III decision by the City Council following a Planning Commission open record hearing and recommendation.
2. City regulations concerning subdivisions are found in **Chapter 16.04 –General Provisions** and **Chapter 16.08 - Subdivisions. Title 17- Zoning, Chapter 2.88 – Environmental Policy** and **Chapter 15.44 – Design Review** also apply to long plats in Sedro-Woolley.
3. The Comprehensive Plan and Zoning Code designation for this property is Residential 5 (R-5). One single-family residence per lot (SWMC 17.08.010) on lots no smaller than 8,400 square feet (SWMC 17.08.030) is allowed in the R-5 Zone
4. On April 9, 2007, Bayview Surveying and Engineering, Inc., acting as agent for the applicant, Brian Hanson, submitted a subdivision application (Exhibit C) for parcels P107811 and P107810. The application is to subdivide the two parcels, totaling 1.81

acres, zoned Residential 5 (R-5), into seven (7) single family residential lots. The application was given the file number LP-1-07.

5. On April 9, 2007, the Planning Department sent notice to the applicant that the application was technically incomplete because required items were missing from the application materials.
6. The applicant submitted a portion of the required revised materials on April 11 then on April 12, 2007 the applicant submitted the rest of the required items necessary to consider the application technically complete.
7. On April 12, 2007 the Planning Department sent notice to the applicant that the application was considered administratively complete.
8. Long plats are subject to SEPA (Chapter 2.88 SWMC) and require a SEPA checklist to be submitted along with the application. The SEPA checklist for this proposal is included as Exhibit D. The SEPA checklist is sent to all state and local agencies with an interest in development in the City. One comment was received from one of these agencies; the Department of Ecology submitted a letter, dated May 1, 2007, concerning the necessity of the applicant to obtain a National Pollution Discharge Elimination System (NPDES) permit (Exhibit E).
9. A Notice of Application and SEPA Comment Period was issued by the SEPA lead agency (City of Sedro-Woolley) on April 18, 2007 (Exhibit F). Notice was published in the local newspaper, posted at the project site and mailed to the property owners within 500 feet of the subject parcel. The notice required a two week comment period ending May 2, 2007. One written comment was received (Exhibit G). Mr. Arnold M. Donovan, who owns the property located at 324 Sapp Road, commented that he is in favor of the proposed development.
10. The subject parcel was reviewed for compliance under the Sedro-Woolley Critical Areas Ordinance as codified under Title 17.65. A Wetland Assessment was performed by Skagit Wetlands & Critical Areas, LLC. A small depressional forested Category III wetland was found at the western corner of the property, continuing west onto the neighboring parcel. Per SWMC 17.65.240(B), Category III wetlands require a 50 foot buffer. The wetland was delineated, and protective measures for the wetland and its 50' buffer were identified in the Wetland Assessment dated April 3, 2007. All recommendations for fencing the wetland buffer and preventing disturbance of the wetland or its buffer shall be adhered to during and after construction of infrastructure and/or structures.
11. Per 17.65.160(A)(5)(a) SWMC:  
  
“For proposed land divisions, critical areas and their associated buffers identified through the site assessment and city review process shall be designated as PCAs and placed in separate tracts or easements and protected through protective covenants shown on the face of the recorded plat. (See Protected Critical Area Requirements, SWMC Section 17.65.170.) Protected critical areas shall be placed in separate tracts

under a single owner, unless an easement or alternative method is shown to provide superior protection overtime. An example of an easement that is preferable to a separate tract would be an easement conveyed to a third-party conservation advocacy group.”

12. On May 9, 2007, the SEPA lead agency issued a Mitigated Determination of Non-Significance (MDNS) for the proposed Plat of Sapp Place (Exhibit H). The MDNS included a 15 day appeal period that ended on May 24, 2007. No appeals were received.
13. On May 18, 2007, the Planning Department sent a letter to the applicant explaining that more information was necessary in order for the Planning Department to continue its review of the long plat application.
14. On June 4, 2007 the applicant submitted a revised application materials as per the comments in the staff plan review letter dated May 18, 2007.
15. On June 8, 2007, in compliance with Chapters 16.04, 16.08 and 2.90 SWMC, Notice of Public Hearing (Exhibit I) for Preliminary Plat Approval for Sapp Place was sent to all property owners within 500 feet of the subject parcels (P107810 and P107811) and posted on the project site. On June 13, the Notice of Public Hearing was published in the Skagit Valley Herald. The notice also included an announcement of a field trip to the project site at 6PM, June 19, 2007.
16. On June 11, 2007, the applicant submitted a revised landscaping plan for the proposed Plat of Sapp Place. Per SWMC 2.90.010, landscaping and design elements are to be reviewed and approved by the Planning Commission and Design Review Committee, respectively, as part of the preliminary plat approval process. The landscape plan includes both the landscaping to be reviewed by the Planning Commission and the design elements that will be reviewed by the Design Review Committee.
17. On June 19, 2007, three Planning Commission members attended the advertised field trip to see the conditions of the project site. The field trip was open to the public; no members of the public attended the site visit to 328/332 Sapp Road. No attendance was taken at the field trip, no discussion of the project was made by the Planning Commissioners during the site visit and no minutes for the field trip were recorded due to the physical constraints of recording a mobile, outdoor event.
18. At 7:00PM on June 19, 2007 the Planning Commission held a regular public hearing to take testimony on the proposed Plat of Sapp Place.
19. The following exhibits were provided to the Planning Commission as Exhibits to the Staff Report and are hereby made a part of the record:
  - A. Preliminary Plat of Sapp Place (Record of Survey For Sapp Place Plat, Sheet 1 of 2)
  - B. Landscaping plan and design review materials (pg. 3 of 9 - Civil Eng. Plans)
  - C. Preliminary Plat Application

- D. SEPA Checklist
- E. Letter from Andrew Craig of the Dept. of Ecology
- F. Notice of Application and SEPA Comment Period
- G. Public Comment from Mr. Arnold M. Donovan, 324 Sapp Road
- H. SEPA MDNS
- I. Notice of Public Hearing

## CONCLUSIONS

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

1. Sedro-Woolley Municipal Code (SWMC) Chapters 2, 15, 16 and 17 apply to this project. The application has been reviewed in accordance with the State Environmental Policy Act (WAC 197-11-800(6)(b)) and a Mitigated Determination of Non-Significance (MDNS) was issued on May 9, 2006. No appeal of the determination was filed.
2. The application was determined complete on April 12, 2007 and is considered vested under the rules and regulations in effect on April 12, 2007.
3. City staff reviewed the application pursuant to the design criteria and technical standards for subdivisions in SWMC Chapters 15, 16 and 17 and, with the exception of the construction plans and Stormwater Site Plan, found the application to be in conformance. The construction plans and Stormwater Site Plan are still under review and/or are pending revisions by the applicant. Should the City Council approve the Preliminary Plat of Sapp Place, the applicant may begin infrastructure improvements as soon as the construction plans and Stormwater Site Plan are approved by staff.
4. There are no variances, waivers of conditional use permits associated with the proposed Plat of Sapp Place.
5. Public notice was properly conducted pursuant to SWMC 2.90.
6. One written comment was received (Exhibit G). Mr. Arnold M. Donovan, who owns the property located at 324 Sapp Road, commented that he is in favor of the proposed development. Mr. Donovan's comments were received on March 15, 2006 and are hereby made part of the record.
7. On June 19, 2007, the Planning Commission held an open record hearing authorized pursuant to SWMC 16.08.024 and 2.90.010(3). Rick Holt of Bayview Surveying and Engineering spoke as the representative of the applicant. No public comments on the proposed plat were voiced.
8. After reviewing the staff report dated June 8, 2007, including exhibits A-I, visiting the project site and hearing testimony from staff, the applicant and the public, the

Planning Commission motioned to recommend preliminary approval of the Plat of Sapp Place subject to the conditions listed in the staff report plus five additional conditions.

## DECISION

**BASED UPON THE FOREGOING** Findings of Fact and Conclusions, the City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** the Preliminary Plat of Sapp Place, a 7-lot subdivision, subject to the following conditions:

1. Comply with the mitigation measures included in the SEPA mitigated determination of non-significance (MDNS) issued May 9, 2007 and as set forth below:
  - a. Hours of construction shall be limited to 7:00 a.m. to 9:00 p.m. weekdays and 8:00 a.m. to 9:00 p.m. weekends as required in SWMC 9.46.020;
  - b. Impact Fees and General Facilities charges shall be assessed and collected at the rate adopted by ordinance at the time of building permit issuance;
  - c. Pursuant to SWMC 17.50.070, provide street landscaping at a minimum of 10 feet wide along Sapp Road and the cul-de-sac. The landscaping shall include street trees on average of 30-foot centers;
  - d. Provide road improvements, curb, gutter and a 5-foot wide sidewalk along the Sapp Road frontage and along the cul-de-sac frontage as approved by City Engineer;
  - e. Locate and install fire hydrants as approved by the Fire Chief;
  - f. Contribute voluntary police impact fees of \$202.96 per unit as per the City of Sedro-Woolley Comprehensive Plan Capital Facilities Element;
  - g. Coordinate Public Transportation Improvements, as may be required, with Skagit Transit (SKAT);
  - h. Coordinate placement of mailboxes as required with Postmaster;
  - i. Coordinate School District mitigation, as may be required, with the Sedro-Woolley School District;
  - j. Coordinate installation of public water infrastructure improvements with Skagit Public Utility District No. 1;
  - k. Identify the wetland and its 50-foot buffer as a protected area in perpetuity on the preliminary and final plats;
  - l. Provide playground equipment for the designated play area with equipment suitable for a variety of age groups as approved by the Planning Director;
  - m. All construction traffic shall use an approved temporary construction access with a 100' geotextile and quarry spall construction entrance;
  - n. Comply with Northwest Clean Air Agency Regulations during construction activities; and
  - o. Construction shall comply with all local, state and federal regulations, including Sedro-Woolley Municipal Code Title 13.36 Stormwater Management Standards; Title 13.40 Stormwater Facilities Maintenance; Title 15.40 Public Works Construction Standards; Title 17 Zoning; Sedro-Woolley Public Works Design Standards and the Sedro-Woolley Comprehensive Plan.

2. Construction of all required infrastructure improvements, including, but not limited to, streets, curbs, sidewalks, landscaping, fencing, permanent wetland markers, street lighting and play areas shall be completed prior to final plat application or bonding in an amount approved by the City Engineer shall be filed with the City.
3. Parking shall not be allowed in the Sapp Place right of way. Signage restricting parking on Sapp Place shall be posted per Public Works standards or as per approval by the City Engineer.
4. A homeowners association shall be created to own and maintain the common tracts and stormwater infrastructure within the Plat of Sapp Place.
5. Construction of all landscaping shall be in accordance with Chapter 17.50 SWMC and the landscape plan as amended and approved by the Planning Commission.
6. The requirements of the Critical Areas Ordinance, Chapter 17.65 SWMC, shall be followed. Particular attention shall be paid to **SWMC 17.65.170 – Protected Critical Areas (PCAs)**. This section requires, among other things, that an agreement stipulating the conditions for protecting the wetland and buffer be signed by the applicant and the Planning Director and recorded with the county Auditor. Also, the location of the delineated wetland and buffer shall appear on the face of the final plat, be permanently marked on-site and the Auditor File number for the recorded agreement shall be included on the face of the plat.
7. The stormwater detention facility on Tract A may require a 20-foot non-buildable easement that will encumber the adjoining proposed Lot 1 and a portion of parcel P107812 (324 Sapp Road). A 20-foot nonbuildable easement from the owner of P107812 may be necessary to achieve this required setback.
8. A fence of four (4) feet in height (or minimum height required by code) shall be required along the entire perimeter of the stormwater infiltration/detention pond. The fence shall be decorative in design, and constructed as not to allow a four inch (4") sphere pass through the fence. The location of and details of the fence shall appear on the landscaping plan and maintenance of the fence shall be the responsibility of the homeowners association.
9. Construction of any design elements, such as the curb-edge fencing shall be in accordance with the designs approved by the Design Review Committee (Planning Commission). The type of street lighting used shall be the same as or very similar to cut-off type street lighting that has been approved in other plats or projects in the City.
10. All references in the landscape plan and construction drawings to either a "10' Landscape and Utility Easement" or a "10' Utility Easement Utility Easement" shall be changed to read "10' Utility Easement."

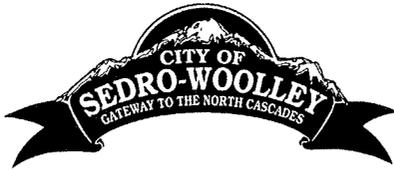
11. Tract C shall be identified on the preliminary plat and the landscape plan as a "Play Area."
12. The landscape plan shall be amended to clearly identify the dimensions of the sidewalk, paved road surface and planting strip at both the straight portion and circular portion of the cul-de-sac.
13. All references to the fence that was intended to prevent cars from parking on the landscaping strip shall be removed from the landscape plan. The fence is unnecessary because there will not be parking allowed anywhere in the cul-de-sac.
14. The layout of and equipment to be used in the play area shall be shown on the landscape plan or an attachment to the landscape plan and shall be subject to approval by the Planning Director before installation.

#### CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** the Preliminary Plat of Sapp Place, a 7-lot subdivision, subject to conditions at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, June 19, 2007**, at which time a quorum was present and the recommendation was approved by a vote of 4 FOR, 0 AGAINST, and 0 ABSTENTIONS.

  
\_\_\_\_\_  
Dan Lefeber, Planning Commission Chairman

6-28-07  
\_\_\_\_\_  
Date



CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2009

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

**Planning Department**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

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**MEMO:**

**To:** City Council  
Mayor Anderson

**From:** Jack Moore *JM*  
Planning Director & Building Official

**Date:** May 13, 2009

**Subject:** Final Plat Approval – Sauk Mountain View Estates North – Phase IV  
Resolution       -09

---

**ISSUE**

Should the City Council grant final plat approval to Phase IV of the Sauk Mountain View Estates (SMVE) North planned residential development?

**PROJECT DESCRIPTION / HISTORY**

The property owners have made a request for final plat approval for Phase IV of the SMVE North planned residential development (PRD). The project was granted preliminary plat approval on March 26, 2002 under PRD application #161. Phase IV of the PRD consists of sixty-seven (67) single-family residential lots, three tracts dedicated for trails (P-1, P-3 and P-4), two tracts dedicated as open space (P-2 and SMV B-1) and five large tracts reserved for further subdivision into single-family lots in the future (Tracts A, B, C-1, C-2 and C-3). This is the final phase of the PRD approved under application #161. Any future subdivisions in the area generally referred to as Sauk Mountain View Estates will be reviewed under current City subdivision rules.

Phase IV has met or has bonding in place to complete all the conditions for approval listed in the Preliminary Plat approval.

**RECOMMENDED ACTION**

Motion to approve resolution       -09 granting final plat approval to Phase IV of the Sauk Mountain View Estates North planned residential development.

**SAUK MOUNTAIN VIEW ESTATES - NORTH**  
**A PLANNED RESIDENTIAL DEVELOPMENT - PHASE IV**

LP 7-08

PORTION OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 OF SECTION 18,  
 TWP. 35N, R 5E OF W.M., SKAGIT COUNTY, WASHINGTON  
 THE CITY OF SEDRO-WOOLLEY

**APPROVALS**

THE WITHIN AND FOREGOING LONG PLAT HAS BEEN EXAMINED FOR CONFORMANCE WITH THE PROVISIONS OF TITLE 15.16 AND 17 OF THE SEDRO-WOOLLEY MUNICIPAL CODE AND IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

DIRECTOR OF BUILDING AND PLANNING \_\_\_\_\_ DATE \_\_\_\_\_  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
 MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
 ATTEST: CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

**TREASURER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR OTHER PUBLIC USE, ARE PAID IN FULL.

CITY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_  
 THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN ON THE LANDS HEREIN DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED ACCORDING TO THE RECORDS OF MY OFFICE UP TO AND INCLUDING THE YEAR \_\_\_\_\_ AND THAT A DEPOSIT HAS BEEN PAID TO COVER ANTICIPATED TAXES UP TO AND INCLUDING THE YEAR \_\_\_\_\_.

SKAGIT COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEYORS CERTIFICATE**

I, RONALD T. JEPSON, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF SAUK MOUNTAIN VIEW ESTATES-NORTH-A PLANNED RESIDENTIAL DEVELOPMENT PHASE 4 IS BASED ON AN ACTUAL SURVEY OF SAUK MOUNTAIN TRACTABLE AND BASED ON A TRUE SUBDIVISION OF THE SECTION AND THE DISTANCES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN ON THE PLAT AND STREET MONUMENTS WILL BE SET AT THE COMPLETION OF STREET CONSTRUCTION.

REGISTERED LAND SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

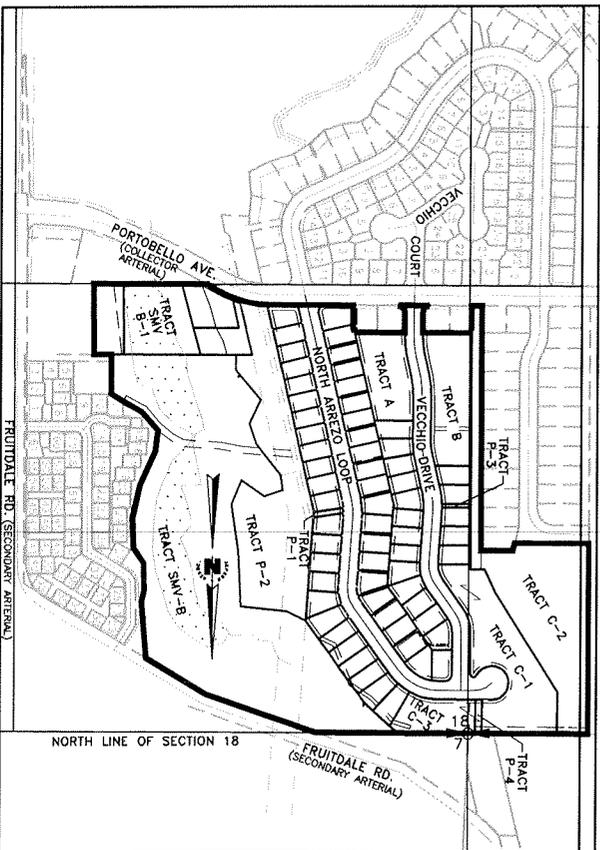
**COVENANTS, CONDITIONS, & RESTRICTIONS**

THIS PLAT OF SAUK MOUNTAIN VIEW ESTATES-NORTH-A PLANNED RESIDENTIAL DEVELOPMENT PHASE 4 IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS WERE RECORDED FOR SAUK MOUNTAIN VIEW ESTATES NORTH - PHASE III/IV HOMEOWNERS ASSOCIATION, RECORDED UNDER AUDITORS FILE# 200507190193, RECORDS OF THE SKAGIT COUNTY AUDITOR'S OFFICE.

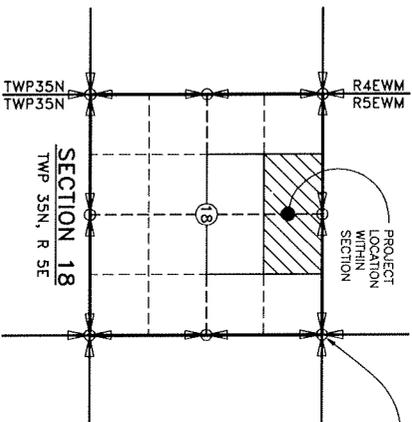
**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 2009 AT \_\_\_\_\_ UNDER AF# \_\_\_\_\_  
 AT THE REQUEST OF \_\_\_\_\_

COUNTY AUDITOR \_\_\_\_\_



**VICINITY MAP**  
N.T.S.



**BASIS OF BEARING & DATUM**

THE CENTERLINE BEARING, S 88°18'58" W, AND DISTANCE, 371.03', AS SHOWN ON SAUK MOUNTAIN VIEW ESTATES-SOUTH-A PLANNED RESIDENTIAL DEVELOPMENT, PHASE 3, AS RECORDED UNDER AF# 200505260107.

HORIZONTAL DATUM IS NAD 83/91.

VERTICAL DATUM IS NAVD 88.

PER CITY OF SEDRO-WOOLLEY STANDARDS

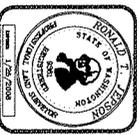
**SURVEY EQUIPMENT & PROCEDURE**

THIS SURVEY WAS COMPLETED AND ACCOMPLISHED BY FIELD TRAVERSE USING A NIKON DTM-652-1 AND A TOPCON GR-3 GPS UNIT TOTAL STATION ON 5/2005.



**RONALD T. JEPSON & ASSOCIATES**  
 REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
 222 GRAND AVE., SUITE C, BELLINGHAM, WASHINGTON 98225 PH: (360) 733-5760 FAX: (360) 647-9839

DRAWN BY: JAB  
 CHECKED BY: RTJ  
 DATE: 02/24/09



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05001

**EXHIBIT 1**

**SAUK MOUNTAIN VIEW ESTATES - NORTH**  
**A PLANNED RESIDENTIAL DEVELOPMENT - PHASE IV**

LP 7-08

PORTION OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 OF SECTION 18,  
 TWP. 35N, R 5E OF W.M., SKAGIT COUNTY, WASHINGTON  
 THE CITY OF SEDRO-WOOLLEY

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATED, HEREBY DECIDE TO DEDICATE TO THE CITY OF SEDRO-WOOLLEY, A MUNICIPAL CORPORATION, ALL STREETS, DRIVES, AVENUES, COURTS AND SEWER EASEMENT OF WHATEVER PUBLIC PROPERTY, THEREIN, TO BE USED FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, DRIVES, AVENUES, COURTS, ETC. SHOWN THEREON.

GRANDVIEW HOMES, LLC  
 SCOTT WAMWACK, MANAGING PARTNER

GALEN KINDRED

DUKES HILL LLC  
 ROB JANICKI, MANAGING PARTNER

FRONTIER BANK  
 A WASHINGTON CORPORATION

SUMMIT BANK  
 A WASHINGTON CORPORATION

CITY OF SEDRO-WOOLLEY - A MUNICIPAL CORPORATION  
 (THE CITY OF SEDRO-WOOLLEY IS A SIGNATOR FOR THE DEED OF TRUST FILED UNDER AF NO. 2004-01290100 ONLY.)

**ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009, BEFORE ME THE UNDERSIGNED,  
 COUNTY OF \_\_\_\_\_ SS

A NOTARY PUBLIC, PERSONALLY APPEARED TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE DECLARATION HEREIN, AND ACKNOWLEDGED IT AS MANAGING PARTNER OF DUKES HILL LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_

RESIDING AT \_\_\_\_\_

STATE OF \_\_\_\_\_ SS  
 COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT ROB JANICKI SIGNED THIS INSTRUMENT AND STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS MANAGING PARTNER OF DUKES HILL LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_ MY APPOINTMENT EXPIRES \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009, BEFORE ME THE UNDERSIGNED,  
 COUNTY OF \_\_\_\_\_ SS

A NOTARY PUBLIC, PERSONALLY APPEARED GALEN KINDRED TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE DECLARATION HEREIN, AND ACKNOWLEDGED IT AS MANAGING PARTNER OF GRANDVIEW HOMES LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_  
 RESIDING AT \_\_\_\_\_

STATE OF \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009, BEFORE ME THE UNDERSIGNED,  
 COUNTY OF \_\_\_\_\_ SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT SCOTT WAMWACK SIGNED THIS INSTRUMENT AND STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS MANAGING PARTNER OF GRANDVIEW HOMES LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_ MY APPOINTMENT EXPIRES \_\_\_\_\_

STATE OF \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009, BEFORE ME THE UNDERSIGNED,  
 COUNTY OF \_\_\_\_\_ SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT AND STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS \_\_\_\_\_ OF SUMMIT BANK, A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_ MY APPOINTMENT EXPIRES \_\_\_\_\_

STATE OF \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009, BEFORE ME THE UNDERSIGNED,  
 COUNTY OF \_\_\_\_\_ SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT AND STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS \_\_\_\_\_ OF SUMMIT BANK, A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_ MY APPOINTMENT EXPIRES \_\_\_\_\_

STATE OF \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009, BEFORE ME THE UNDERSIGNED,  
 COUNTY OF \_\_\_\_\_ SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT AND STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS \_\_\_\_\_ OF CITY OF SEDRO-WOOLLEY, A MUNICIPAL CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_ MY APPOINTMENT EXPIRES \_\_\_\_\_



**RONALD T. JEPSON & ASSOCIATES**  
 REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
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DRAWN BY: JAB
CHECKED BY: RTJ
DATE: 02/24/09



2 OF 7

05001

**SAUK MOUNTAIN VIEW ESTATES - NORTH**  
**A PLANNED RESIDENTIAL DEVELOPMENT - PHASE IV**

PORTION OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 OF SECTION 18,  
 TWP. 35N, R 5E OF W.M., SKAGIT COUNTY, WASHINGTON  
 THE CITY OF SEDRO-WOOLLEY

**PUD UTILITY EASEMENT**

EASEMENTS ARE GRANTED TO PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, A MUNICIPAL CORPORATION, ITS SUCCESSORS OR ASSIGNS, THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY ENABLING THE DISTRICT TO DO ALL THINGS NECESSARY OR PROPER IN THE CONSTRUCTION AND MAINTENANCE OF WATER AND COMMUNICATION LINES OR RELATED FACILITIES, INCLUDING THE RIGHT OF EGRESS AND ACCESS TO AND FROM SAID LINES OR RELATED FACILITIES, AND THE RIGHT OF EGRESS AND ACCESS TO AND FROM SAID LINES OR RELATED FACILITIES, OR RELATED FACILITIES, ALONG WITH NECESSARY APPURTENANCES FOR THE TRANSPORTATION OF WATER AND COMMUNICATION LINES OR OTHER SIMILAR PUBLIC SERVICES OVER, ACROSS, ALONG, IN AND UNDER THE LANDS AS SHOWN ON THIS PLAT TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID LANDS ACROSS ADJACENT LANDS OF THE GRANTOR, ALSO, THE RIGHT TO CUT AND/OR TRIM ALL BRUSH, OR OTHER GROWTH STANDING OR GROWING UPON THE LANDS OF THE GRANTOR WHICH, IN THE OPINION OF THE DISTRICT, CONSTITUTES A MENACE OR DANGER TO SAID LINE(S) OR TO PERSONS OR PROPERTY BY REASON OF PROXIMITY TO THE LINE(S). THE GRANTOR AGREES THAT TITLE TO ALL BRUSH, OTHER VEGETATION OR DEBRIS TRIMMED, CUT, AND REMOVED FROM THE EASEMENT PURSUANT TO THIS AGREEMENT IS VESTED IN THE DISTRICT.

GRANTOR, ITS HEIRS, SUCCESSORS, OR ASSIGNS HEREBY CONVEYS AND AGREES NOT TO CONSTRUCT OR PERMIT TO BE CONSTRUCTED STRUCTURES OF ANY KIND ON THE EASEMENT AREA WITHOUT WRITTEN APPROVAL OF THE GENERAL MANAGER OF THE DISTRICT. GRANTOR SHALL CONDUCT ITS ACTIVITIES AND ALL OTHER ACTIVITIES ON GRANTOR'S PROPERTY SO AS NOT TO INTERFERE WITH, OBSTRUCT OR ENDANGER THE USEFULNESS OF ANY IMPROVEMENTS OR OTHER FACILITIES, NOW OR HEREAFTER MAINTAINED UPON THE EASEMENT OR IN ANY WAY INTERFERE WITH, OBSTRUCT OR ENDANGER THE DISTRICT'S USE OF THE EASEMENT.

**DEDICATION OF TRACTS**

TRACTS P--1, P--2, P--3, AND P--4 SHALL BY THIS FINAL PLAT READING BE DEDICATED TO THE SAUK MOUNTAIN VIEW ESTATES NORTH - PHASE III/IV HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF MAINTAINING A COMMUNITY OPEN SPACE AND TRACT SYSTEM. ALL TRACTS SHALL BE SUBJECT TO GRANT EASEMENTS GRANTED TO THE CITY OF SEDRO-WOOLLEY, MAINTENANCE RESPONSIBILITIES SHALL BE IN ACCORDANCE WITH THE BYLAWS OF THE HOMEOWNERS ASSOCIATION.

PARCEL P--38613 LOCATED IN SECTION 7, TWP 35N, R 5E, WM WHICH IS LOCATED DUE NORTH OF TRACTS P--4 AND C--3 WITHIN THIS PLAT HAS BEEN DEDICATED TO THE SAUK MT VIEW ESTATES HOME OWNERS ASSOCIATION BY DEED RECORDED UNDER AUDITORS FILE NO. \_\_\_\_\_ P--1, P--2, P--3, P--4 AND SAW--B--1 HAVE BEEN DEDICATED TO THE SAUK MT VIEW ESTATES HOME OWNERS ASSOCIATION BY DEED RECORDED UNDER AUDITORS FILE NO. \_\_\_\_\_ RECORDS OF THE SKAGIT COUNTY AUDITORS OFFICE.

**GENERAL NOTES**

NOTE: ALL RUNOFF FROM IMPERVIOUS SURFACES AND ROOF DRAINS SHALL BE DIRECTED SO AS NOT TO ADVERSELY AFFECT ADJACENT PROPERTIES.

**TRAIL A EASEMENT PEDESTRIAN**

A NON-EXCLUSIVE EASEMENT FOR A NON-MOTORIZED PUBLIC TRAIL TO THE CITY OF SEDRO-WOOLLEY A 20-FOOT STRIP OF LAND FOR TRAIL PURPOSES, BEING 7 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 THIS PLAT; THENCE SOUTH 01°35'12" W / 68 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE SOUTH 79°34'36" WEST, 18.85 FEET; THENCE SOUTH 79°34'36" WEST, 18.85 FEET; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAUK MOUNTAIN VIEW ESTATES-NORTH PHASE I PLANNED RESIDENTIAL DEVELOPMENT AS RECORDED UNDER AF NO. 200305090001, RECORDS OF THE SKAGIT COUNTY AUDITORS OFFICE.

**TRAIL B EASEMENT**

A NON-EXCLUSIVE EASEMENT FOR A NON-MOTORIZED PUBLIC TRAIL TO THE CITY OF SEDRO-WOOLLEY A 20-FOOT STRIP OF LAND FOR TRAIL PURPOSES, BEING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF SAUK MOUNTAIN VIEW ESTATES-NORTH PHASE I-WILDFLOWER AS RECORDED UNDER AF NO. 200305090001, RECORDS OF THE SKAGIT COUNTY AUDITORS OFFICE; THENCE SOUTH 27°41'37" W / 10 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE NORTH 62°18'23" WEST, 68.30 FEET; THENCE NORTH 42°46'53" WEST, 65.05 FEET; THENCE NORTH 52°23'12" WEST, 48.28 FEET; THENCE NORTH 62°42'15" WEST, 35.78 FEET; THENCE NORTH 88°28'06" WEST, 109.98 FEET; THENCE NORTH 81°22'13" WEST, 69.10 FEET; THENCE NORTH 87°16'33" WEST, 145.62 FEET; TO THE EASTERLY MARGIN OF TRAIL A AND THE TERMINATION POINT OF SAID EASEMENT CENTERLINE.



**RONALD T. JEPSON & ASSOCIATES**  
 REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
 222 GRAND AVE., SUITE C, BELLINGHAM, WASHINGTON 98225 PH: (360)733-5766 FAX: (360)647-8939

DRAWN BY:	JAB
CHECKED BY:	RTJ
DATE:	02/24/09

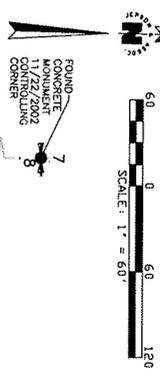


# SAUK MOUNTAIN VIEW ESTATES - NORTH

## A PLANNED RESIDENTIAL DEVELOPMENT - PHASE IV

PORTION OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 OF SECTION 18, TWP. 35N, R 5E OF W.M., SKAGIT COUNTY, WASHINGTON THE CITY OF SEDRO-WOLLEY

LP 7-08

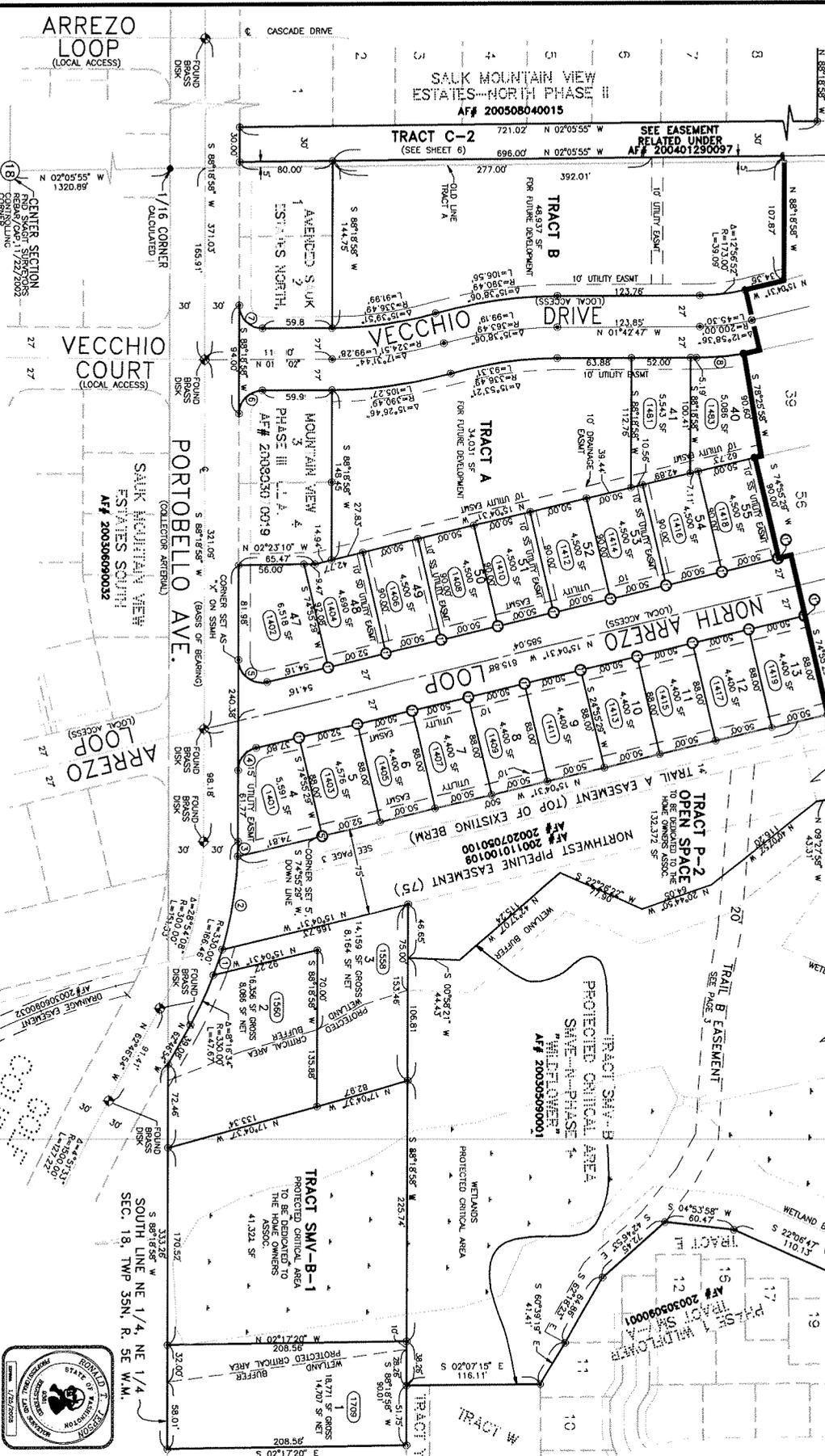


(SEE SHEET 5)

(SEE SHEET 5)

NO.	DESCRIPTION	BEARING	DISTANCE
1	SET REBAR & CAP #9361	S 4°45'35" W	3.00
2	SET OFFSET REBAR & CAP FROM SIDEWALK #9361	S 10°00'00" W	2.00
3	BRASS DISK	S 10°00'00" W	2.00
4	SECTION MONUMENTATION	S 10°00'00" W	2.00

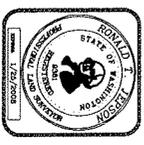
- LEGEND**
- ⊙ SET REBAR & CAP #9361
  - ⊙ SET OFFSET REBAR & CAP FROM SIDEWALK #9361
  - ⊙ BRASS DISK
  - SECTION MONUMENTATION



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4 OF 7  
 05001

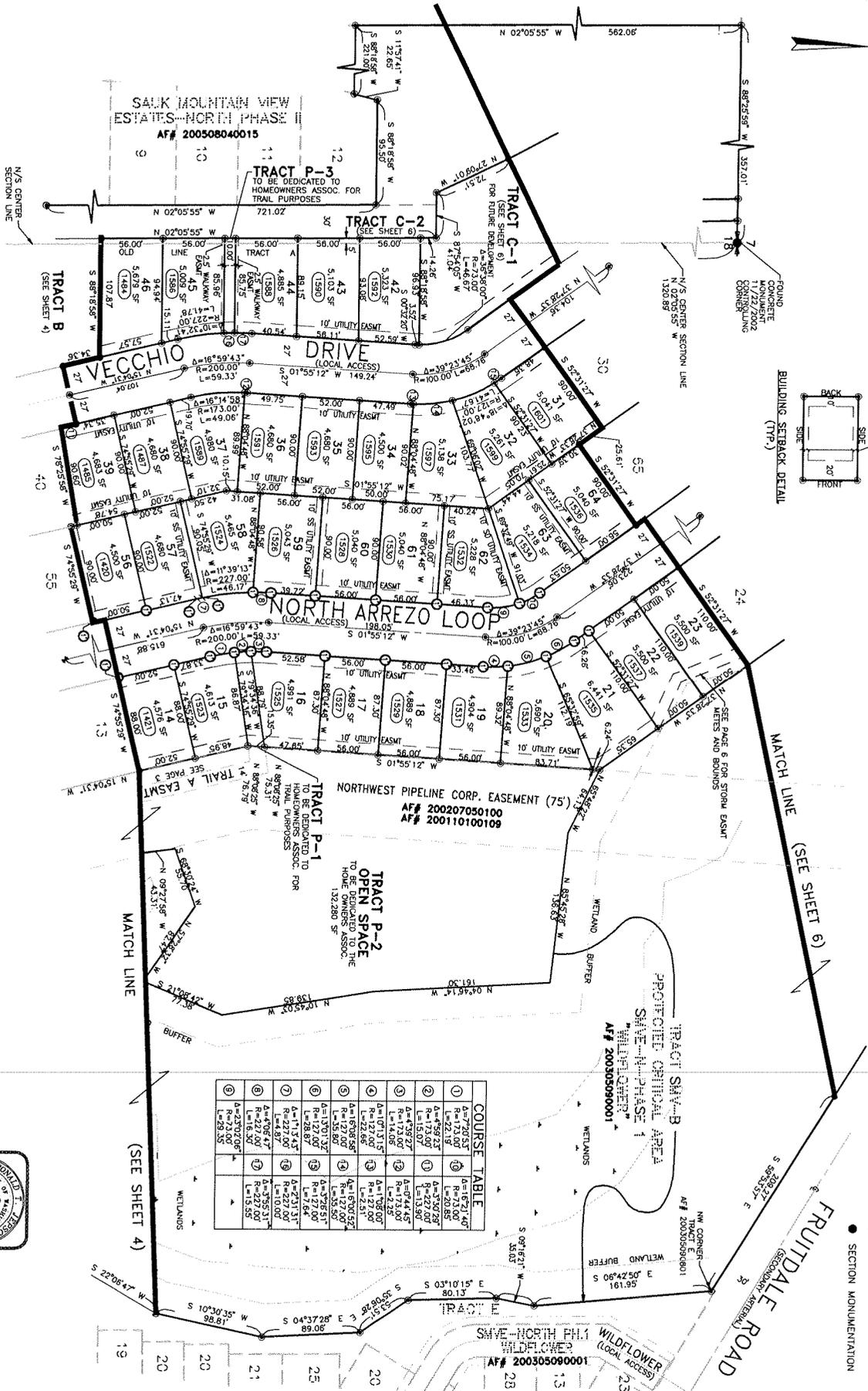
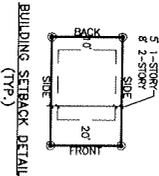


# SAUK MOUNTAIN VIEW ESTATES - NORTH

## A PLANNED RESIDENTIAL DEVELOPMENT - PHASE IV

PORTION OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 OF SECTION 18,  
TWP. 35N, R 5E OF W.M., SKAJGT COUNTY, WASHINGTON  
THE CITY OF SEDRO-WOOLLEY

LP 7-08



COURSE	BEARING	LENGTH	AREA
1	S 88°25'55\"	562.06'	11,241.10 SF
2	N 02°05'55\"	721.02'	14,420.40 SF
3	S 88°25'55\"	562.06'	11,241.10 SF
4	N 02°05'55\"	721.02'	14,420.40 SF
5	S 88°25'55\"	562.06'	11,241.10 SF
6	N 02°05'55\"	721.02'	14,420.40 SF
7	S 88°25'55\"	562.06'	11,241.10 SF
8	N 02°05'55\"	721.02'	14,420.40 SF
9	S 88°25'55\"	562.06'	11,241.10 SF
10	N 02°05'55\"	721.02'	14,420.40 SF
11	S 88°25'55\"	562.06'	11,241.10 SF
12	N 02°05'55\"	721.02'	14,420.40 SF
13	S 88°25'55\"	562.06'	11,241.10 SF
14	N 02°05'55\"	721.02'	14,420.40 SF
15	S 88°25'55\"	562.06'	11,241.10 SF
16	N 02°05'55\"	721.02'	14,420.40 SF
17	S 88°25'55\"	562.06'	11,241.10 SF
18	N 02°05'55\"	721.02'	14,420.40 SF
19	S 88°25'55\"	562.06'	11,241.10 SF
20	N 02°05'55\"	721.02'	14,420.40 SF
21	S 88°25'55\"	562.06'	11,241.10 SF
22	N 02°05'55\"	721.02'	14,420.40 SF
23	S 88°25'55\"	562.06'	11,241.10 SF
24	N 02°05'55\"	721.02'	14,420.40 SF
25	S 88°25'55\"	562.06'	11,241.10 SF
26	N 02°05'55\"	721.02'	14,420.40 SF
27	S 88°25'55\"	562.06'	11,241.10 SF
28	N 02°05'55\"	721.02'	14,420.40 SF
29	S 88°25'55\"	562.06'	11,241.10 SF
30	N 02°05'55\"	721.02'	14,420.40 SF
31	S 88°25'55\"	562.06'	11,241.10 SF
32	N 02°05'55\"	721.02'	14,420.40 SF
33	S 88°25'55\"	562.06'	11,241.10 SF
34	N 02°05'55\"	721.02'	14,420.40 SF
35	S 88°25'55\"	562.06'	11,241.10 SF
36	N 02°05'55\"	721.02'	14,420.40 SF
37	S 88°25'55\"	562.06'	11,241.10 SF
38	N 02°05'55\"	721.02'	14,420.40 SF
39	S 88°25'55\"	562.06'	11,241.10 SF
40	N 02°05'55\"	721.02'	14,420.40 SF
41	S 88°25'55\"	562.06'	11,241.10 SF
42	N 02°05'55\"	721.02'	14,420.40 SF
43	S 88°25'55\"	562.06'	11,241.10 SF
44	N 02°05'55\"	721.02'	14,420.40 SF
45	S 88°25'55\"	562.06'	11,241.10 SF
46	N 02°05'55\"	721.02'	14,420.40 SF
47	S 88°25'55\"	562.06'	11,241.10 SF
48	N 02°05'55\"	721.02'	14,420.40 SF
49	S 88°25'55\"	562.06'	11,241.10 SF
50	N 02°05'55\"	721.02'	14,420.40 SF
51	S 88°25'55\"	562.06'	11,241.10 SF
52	N 02°05'55\"	721.02'	14,420.40 SF
53	S 88°25'55\"	562.06'	11,241.10 SF
54	N 02°05'55\"	721.02'	14,420.40 SF
55	S 88°25'55\"	562.06'	11,241.10 SF
56	N 02°05'55\"	721.02'	14,420.40 SF
57	S 88°25'55\"	562.06'	11,241.10 SF
58	N 02°05'55\"	721.02'	14,420.40 SF
59	S 88°25'55\"	562.06'	11,241.10 SF
60	N 02°05'55\"	721.02'	14,420.40 SF
61	S 88°25'55\"	562.06'	11,241.10 SF
62	N 02°05'55\"	721.02'	14,420.40 SF
63	S 88°25'55\"	562.06'	11,241.10 SF
64	N 02°05'55\"	721.02'	14,420.40 SF
65	S 88°25'55\"	562.06'	11,241.10 SF
66	N 02°05'55\"	721.02'	14,420.40 SF
67	S 88°25'55\"	562.06'	11,241.10 SF
68	N 02°05'55\"	721.02'	14,420.40 SF
69	S 88°25'55\"	562.06'	11,241.10 SF
70	N 02°05'55\"	721.02'	14,420.40 SF
71	S 88°25'55\"	562.06'	11,241.10 SF
72	N 02°05'55\"	721.02'	14,420.40 SF
73	S 88°25'55\"	562.06'	11,241.10 SF
74	N 02°05'55\"	721.02'	14,420.40 SF
75	S 88°25'55\"	562.06'	11,241.10 SF
76	N 02°05'55\"	721.02'	14,420.40 SF
77	S 88°25'55\"	562.06'	11,241.10 SF
78	N 02°05'55\"	721.02'	14,420.40 SF
79	S 88°25'55\"	562.06'	11,241.10 SF
80	N 02°05'55\"	721.02'	14,420.40 SF
81	S 88°25'55\"	562.06'	11,241.10 SF
82	N 02°05'55\"	721.02'	14,420.40 SF
83	S 88°25'55\"	562.06'	11,241.10 SF
84	N 02°05'55\"	721.02'	14,420.40 SF
85	S 88°25'55\"	562.06'	11,241.10 SF
86	N 02°05'55\"	721.02'	14,420.40 SF
87	S 88°25'55\"	562.06'	11,241.10 SF
88	N 02°05'55\"	721.02'	14,420.40 SF
89	S 88°25'55\"	562.06'	11,241.10 SF
90	N 02°05'55\"	721.02'	14,420.40 SF
91	S 88°25'55\"	562.06'	11,241.10 SF
92	N 02°05'55\"	721.02'	14,420.40 SF
93	S 88°25'55\"	562.06'	11,241.10 SF
94	N 02°05'55\"	721.02'	14,420.40 SF
95	S 88°25'55\"	562.06'	11,241.10 SF
96	N 02°05'55\"	721.02'	14,420.40 SF
97	S 88°25'55\"	562.06'	11,241.10 SF
98	N 02°05'55\"	721.02'	14,420.40 SF
99	S 88°25'55\"	562.06'	11,241.10 SF
100	N 02°05'55\"	721.02'	14,420.40 SF

- LEGEND**
- SET REBAR & CAP #9361
  - SET OFFSET REBAR & CAP FROM SIDEWALK #9361
  - ⊕ BRASS DISK
  - SECTION MONUMENTATION



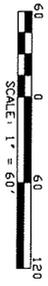
**RONALD T. JEPSON & ASSOCIATES**  
REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
222 GRAND AVE., SUITE C, BELLINGHAM, WASHINGTON 98225 PH: (360)733-5760 FAX: (360)847-8939

DRAWN BY: JAB  
CHECKED BY: RLJ  
DATE: 02/24/09



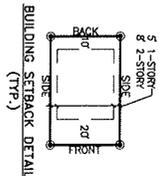
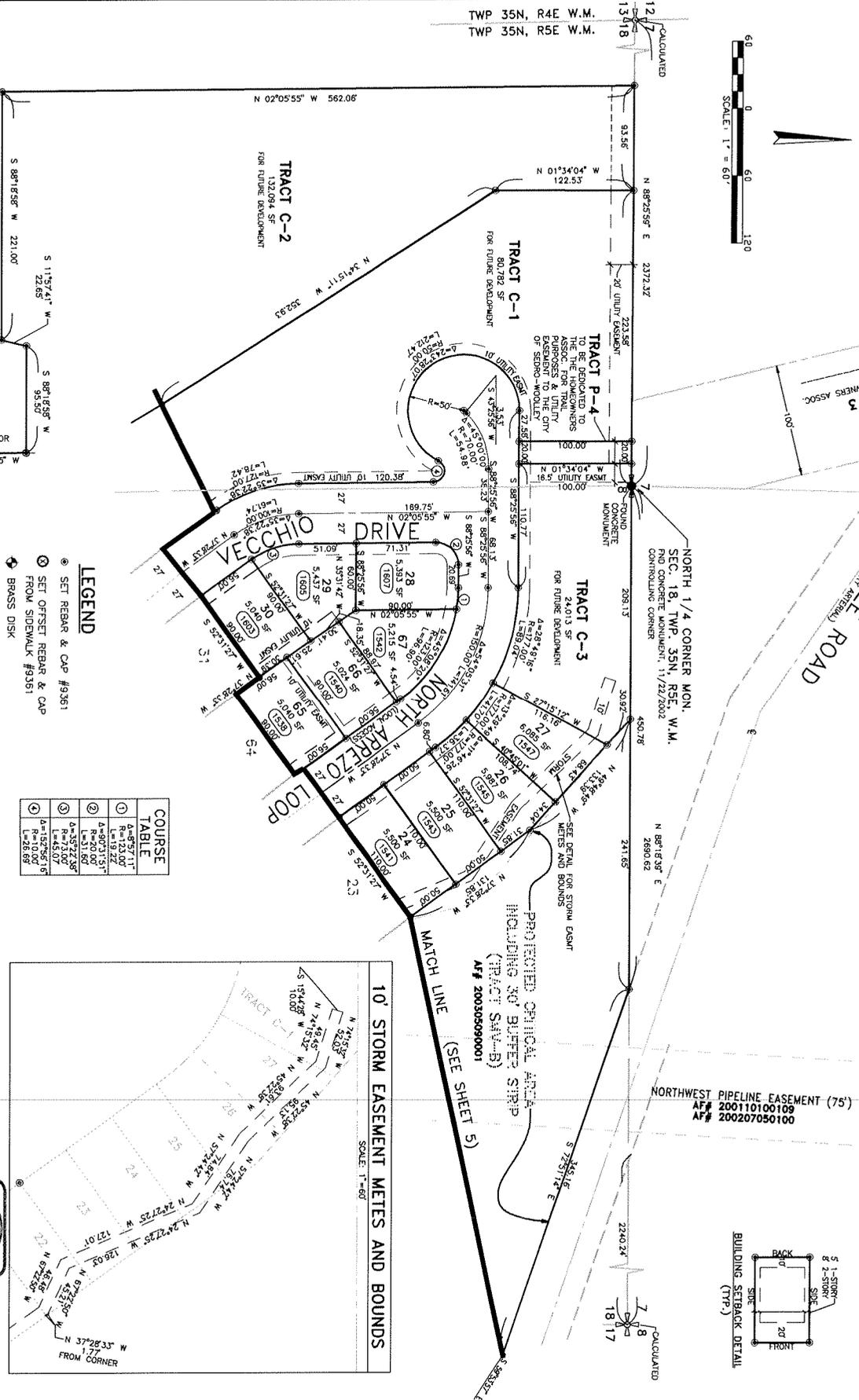
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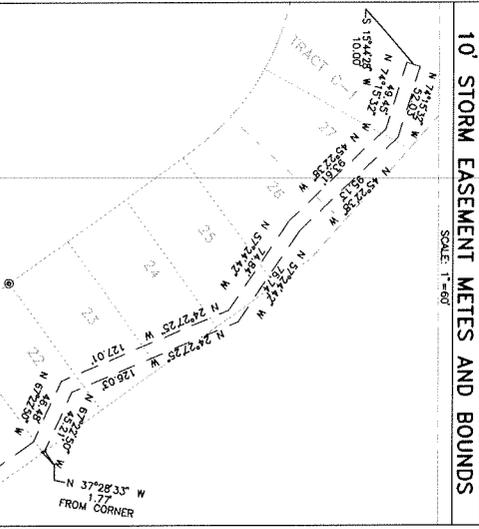


**SAUK MOUNTAIN VIEW ESTATES - NORTH**  
**A PLANNED RESIDENTIAL DEVELOPMENT - PHASE IV**  
 LP 7-08

PORTION OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 OF SECTION 18,  
 TWP. 35N, R 5E OF W.M., SKAGIT COUNTY, WASHINGTON  
 THE CITY OF SEDRO-WOLLEY



NORTHWEST PIPELINE EASEMENT (75')  
 AFF # 200110100109  
 AFF # 200207050100



COURSE	TABLE
1	R=523.00 L=19.22
2	A=90°31.51' R=523.00 L=51.00
3	A=59°22.38' R=73.00 L=10.00
4	A=53.07 R=523.00 L=36.69

- LEGEND**
- ⊙ SET REBAR & CAP #9361
  - ⊙ SET OFFSET REBAR & CAP
  - ⊕ FROM SIDEWALK #9361
  - SECTION MONUMENTATION



**RONALD T. JEPSON & ASSOCIATES**  
 REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
 222 GRAND AVE., SUITE C, BELLINGHAM, WASHINGTON 98225 PH. (360) 733-5760 FAX (360) 647-8939

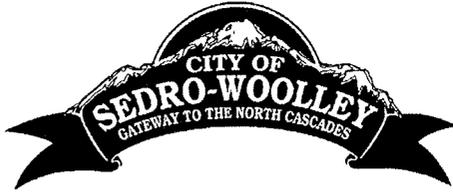
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 CHECKED BY: RTJ  
 DATE: 02/24/09



6 OF 7

05001





CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2009

7:00 P.M. 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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Bid Award  
Fruitdale Road and McGarigle Roadway Improvements Project  
and SR 9 Pedestrian/Bicycle Safety Improvements Project  
G. G. Excavation, Inc.**

DATE: May 7, 2009 (for Council action May 5, 2009)

**ISSUE:**

Shall council move to adopt Resolution \_\_\_\_\_-09 awarding the Fruitdale Road and McGarigle Roadway Improvements Project and SR 9 Pedestrian/Bicycle Safety Improvements Project to G. G. Excavation, Inc. of Anacortes, WA in the amount of \$3,761,308.39 (including sales tax), subject to concurrence to award by WSDOT Mount Baker Area Development Services, and authorizing the Public Works Director to enter into change orders with conditions stated?

**BACKGROUND:**

On May 1, 2009, bids closed for the Fruitdale Road and McGarigle Roadway Improvements Project and SR 9 Pedestrian/Bicycle Safety Improvements Project. Thirteen bids were received for the project. The Bid Tabulation prepared by Sedro-Woolley Public Works is attached.

**DISCUSSION:**

This project is the result of a settlement agreement between the city and Skagit County that provided for funding, design and construction of upgrade of McGarigle Road from SR9 to Fruitdale Road and Fruitdale Road from McGarigle Road to SR20 from county to city road standards. Also included in the project is the SR9 Pedestrian/Bicycle Safety Improvements Project, funded by Enhancement funds, and the Fruitdale Sewer Project, funded by city Sewer Reserve funds.

The low responsive bidder is G. G. Excavation, Inc. of Anacortes, WA with a bid of \$3,761,308.39 (including sales tax), which is 30.5% under the Engineer's Estimate. The initial apparent low bid from IMCO General Const. was declared non-responsive due to failure to meet the federal Disadvantaged Business Enterprise requirements for the project as required by federal regulations. G. G. Excavation's bid was initially in second, but after the rejection of the IMCO bid became the apparent low bidder. G. G. Excavation's bid included an addition error on Schedule B, which when corrected

amounted to an increase in the bid totaling \$43,248.79. After correction, G. G. Excavation's bid remained the apparent low bid. All of the bids received were under the engineer's estimate of \$5,408,299.05, with the lowest five bids all within 10% of one another. G. G. Excavation's bid and required documentation have been reviewed for completeness, and other than the corrected math error, the bid was found to be complete and responsive.

Attached is Resolution \_\_\_\_\_-09 awarding the contract and authorizing the Public Works Director to enter into Change Orders with limitations as stated. The change order authority is the same as previously authorized for the SR20/F&S Grade Road and Skagit Industrial Park Roadway Improvements Project.

Attached is the recommendation to award from the design engineer, Leonard, Boudinot & Skodje, Inc. LBS has worked with G. G. Excavation on prior projects.

Award is contingent on concurrence to award from WSDOT Mount Baker Area Development Services, acting as Certification Acceptance for the project.

**FINANCIAL:**

Funds for this project are available from Grant and Local funding as summarized on the attached Bid Tabulation.

**ANALYSIS:**

Sufficient funds are available to award, including a 10% construction contingency and a budget for construction engineering. Due to the bids coming in at 30.5% under the Engineer's Estimate, it does not appear that any of the awarded ARRA funds will be required for the Fruitdale/McGarigle portion of the project. The Fruitdale Sewer portion of the project (Group 3) will be funded by Sewer Reserve funds, to be paid back over time by a special assessment. PUD will provide funding for the Group 4 water work through an Interlocal agreement. Remaining project funds will be reallocated to other projects if appropriate (not all are city funds).

**CONCLUSION:**

It is Staff's recommendation that Council adopt Resolution \_\_\_\_\_ as attached.

**MOTION:**

***Move to adopt Resolution \_\_\_\_\_-09 awarding the Fruitdale Road and McGarigle Roadway Improvements Project and SR 9 Pedestrian/Bicycle Safety Improvements Project to G. G. Excavation, Inc. of Anacortes, WA in the amount of \$3,761,308.39 (including sales tax), subject to concurrence to award by WSDOT Mount Baker Area Development Services, and authorizing the Public Works Director to enter into change orders with conditions stated?***



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

City of Sedro-Woolley  
 Fruitdale Road and McGarigle Road Improvements  
 and SR9 Pedestrian/Bicycle Safety Improvements Project

**Final Bid Summary**

May 1, 2009, 2 pm

Recorded by: Mark A. Freiburger, PE

POSITION	CONTRACTOR/ADDRESS		BID BOND INCLUDED?	ADDENDUMS 1-2 NOTED?	TOTAL BID AMOUNT INC WSST	% BELOW ENGR EST	% BELOW LOW BID
NOT RESPONSIVE	IMCO General Const.	Bellingham WA	Y	Y	\$ 3,684,039.83	31.9%	0.0%
1	G.G. Excavation	Anacortes WA	Y	Y	\$ 3,761,308.39	30.5%	2.1%
2	Ram Const.	Bellingham WA	Y	Y	\$ 3,977,376.39	26.5%	8.0%
3	KLB Construction	Mukilteo WA	Y	Y	\$ 3,990,283.53	26.2%	8.3%
4	Strider Const. Inc.	Bellingham WA	Y	Y	\$ 4,010,088.38	25.9%	8.9%
5	Marshbank Const.	Lake Stevens WA	Y	Y	\$ 4,169,301.42	22.9%	13.2%
6	Interwest Const. Inc.	Burlington WA	Y	Y	\$ 4,177,049.16	22.8%	13.4%
7	GoodFellow Bros Inc.	Maple Valley WA	Y	Y	\$ 4,244,527.15	21.5%	15.2%
8	SRV Const. Inc.	Oak Harbor WA	Y	Y	\$ 4,264,918.41	21.1%	15.8%
9	Plats Plus Inc	Marysville WA	Y	Y	\$ 4,429,704.09	18.1%	20.2%
10	Colacurcio Bros.	Blaine WA	Y	Y	\$ 4,556,923.23	15.7%	23.7%
11	Granite Northwest Inc.	Bellingham WA	Y	Y	\$ 4,948,609.59	8.5%	34.3%
12	Tiger Const.	Everson WA	Y	Y	\$ 5,011,890.09	7.3%	36.0%
	ENGINEER'S ESTIMATE (inc WSST)				\$ 5,408,299.05	0.0%	46.8%





**Leonard, Boudinot & Skodje Inc.**  
PROFESSIONAL ENGINEERS & LAND SURVEYORS

ROBERT C. BOUDINOT, JR., P.E.

JEFFREY A. SKODJE, P.L.S.

May 6, 2009

Mr. Mark Freiberger, P.E.  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Reference: Fruitdale Road and McGarigle Road Improvements and SR 9 Pedestrian/Bicycle  
Safety Improvements Project  
Recommendation of Award

Dear Mr. Freiberger:

I have made contact with several of the references listed in GG Excavations bid proposal. All had positive experiences working with GG Excavation.

GG Excavation has been the prime contractor on several projects that *Leonard, Boudinot & Skodje* have managed. They completed those projects within the expected schedule and without claims.

Based on my own experience working with GG Excavation and the comments made by their references, and that their bid proposal has met all the requirements, I recommend that the City of Sedro-Woolley award them the construction contract for this project.

Sincerely,

David Lee, P.E.

/del

**RESOLUTION NO. \_\_\_\_-09**

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
AWARDING THE BID AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO MANAGE THE  
FRUITDALE/MCGARIGLE ROAD IMPROVEMENTS PROJECT AND DELEGATING AUTHORITY TO  
APPROVE CHANGE ORDERS**

WHEREAS, bids were opened on May 1, 2009 and the Public Works Director reported to the City Council the apparent low bidder;

WHEREAS, the Public Works Director has recommended awarding the bid to G.G. Excavation of Anacortes, Washington; and

WHEREAS, before the contractor mobilizes, the City Council desires to identify the project manager and delegate authority to the City's project manager to authorize change orders with certain limitations; and

WHEREAS, the City's Public Works Director/City Engineer is the project engineer and manager for the project; and

WHEREAS, the City desires the construction of that project with a process that both includes the City Council in critical decision-making and allows for rapid decision-making when required by site conditions and project circumstances; and

**THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES HEREBY  
RESOLVE AS FOLLOWS:**

**Section 1:** The bid for the **Fruitdale Road and McGarigle Road Improvements and SR 9 Pedestrian/Bicycle Safety Improvements Project** is awarded to G.G. Excavation of Anacortes, Washington in the base amount of \$3,761,308.39 (including sales tax), and, the Mayor is authorized to enter into a contract with that contractor to construct the project, subject to concurrence to award from WSDOT Mount Baker Area Development Services.

**Section 2:** The Public Works Director/City Engineer is hereby authorized to enter into Change Orders with the contractor provided that the following conditions are met:

- A. Any individual Change Order does not exceed the amount of twenty five thousand Dollars (\$25,000.00).
- B. The aggregate total of all Change Orders approved under this Resolution shall not exceed the project's contingency budget.
- C. Following the approval of any Change Order under this Resolution, the Public Works Director shall provide an information report to the Council with the details.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
13<sup>th</sup> DAY OF MAY, 2009.

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MAYOR

ATTEST:

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DEPUTY CITY CLERK

APPROVED AS TO FORM:

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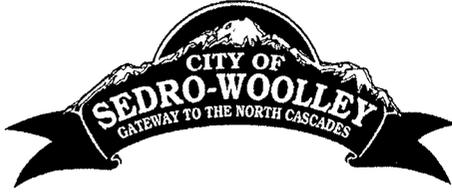
CITY ATTORNEY

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2009

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923



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

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Mark A. Freiberger, PE  
RE: **Interlocal Agreement**  
**Skagit County PUD No. 1**  
DATE: May 7, 2009 (for Council action May 13, 2009)

**ISSUE:** Should the Council authorize the Mayor to sign the attached Interlocal Agreement with Skagit County PUD No. 1?

**BACKGROUND:** Skagit County PUD No. 1 operates and maintains certain water distribution facilities within the City of Sedro-Woolley Right of Way known as Fruitdale Road and McGarigle Road. The City of Sedro-Woolley plans to construct improvements to Fruitdale Road and McGarigle Road as part of the Fruitdale-McGarigle Road Improvements Project. PUD No. 1 desires to upgrade their existing water main located in this vicinity as part of our contract work.

PUD No. 1 has requested that the work be done under the City of Sedro-Woolley's construction contract and agrees to reimburse the City of Sedro-Woolley for costs associated with this work. The city will invoice PUD No. 1 on completion of the work based on the bid unit prices and any associated change orders, administrative and consultant costs.

**RECOMMENDATION:** Motion to authorize the Mayor to sign the attached the Interlocal Agreement with PUD No. 1 for construction work on the Fruitdale-McGarigle Road Improvement Project in final form as approved by the City Attorney and Public Works Director.

---

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND SKAGIT  
COUNTY PUBLIC UTILITY DISTRICT NUMBER 1**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2009, by and between the City of Sedro-Woolley, a Washington Municipal Corporation, herein referred to as "CITY," and Skagit County Public Utility District Number 1, herein referred to as "PUD."

WHEREAS, the City is in the process of constructing the Fruitdale Road and McGarigle Road Improvements Project and SR 9 Pedestrian/Bicycle Safety Improvements Project,

WHEREAS, PUD desires to replace and upgrade an existing PUD water main located within the project limits,

WHEREAS, the parties believe the project will be completed most efficiently and cost effectively if the PUD work is conducted pursuant to the City's contract with the prime contractor,

WHEREAS, the City and PUD are each independently authorized by law to conduct such activity; and,

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, including an agency of state government, on a basis of mutual advantage; and,

WHEREAS, it is of mutual advantage to the City and PUD to enter into this Agreement providing a mechanism for the PUD's work related to the City's project to be constructed by the City and paid for by the PUD as part of the Fruitdale Road and McGarigle Road Improvements Project and SR 9 Pedestrian/Bicycle Safety Improvements Project (the Project); and,

WHEREAS, it is necessary for the City and the PUD to enter into an agreement setting forth the terms, conditions, and requirements for completing the Project.

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:

**STATEMENT OF WORK**

1. The City will assist the PUD in conducting the following:

ITEM	DESCRIPTION	QUAN	UNIT	PRICE	EXTENSION
5	Flaggers & Spotters	120	HR	\$ 44.01	\$ 5,281.20
42	Trench Over-Excavation	15	CY	\$ 8.16	\$ 122.40
101	Ductile Iron Pipe for Water Main 8-In Dia	2,084	LF	\$ 26.77	\$ 55,788.68
102	45 Degree 8-In. DI MJ Bend	3	EA	\$ 201.71	\$ 605.13
103	22-1/2 Degree 8-In. DI MJ Bend	1	EA	\$292.24	\$ 292.24
104	8 In. x 8 In. DI FLxMJ Tee	1	EA	\$525.75	\$ 525.75
105	8 In. x 6 In. DI FLxMJ Tee	5	EA	\$511.64	\$ 2,558.20
106	Gate Valve, 8-In. Diam.	3	EA	\$922.96	\$ 2,768.88
107	Hydrant Assembly	5	EA	\$2,831.56	\$ 14,157.80
108	Service Connection	18	EA	\$791.01	\$ 14,238.18
	SUBTOTAL				\$ 96,338.46
	SALES TAX @8.2% (BI 101-108 only)				\$ 7,456.66
	SUBTOTAL				\$103,795.12
	CONTINGENCY 5% (ROUNDED)				\$ 5,200.00
	CONTRACT ADMINISTRATION 5% (ROUNDED)				\$ 5,200.00
	CONSTRUCTION SURVEYING – EST				\$ 2,500.00
	SOILS TESTING – EST				\$ 1,500.00
	<b>TOTAL (ROUNDED)</b>				<b>\$118,195.00</b>

**COMPENSATION**

2. City will charge PUD for its portion of the services described above at its actual costs (excluding city employees’ time) plus 5% for Administration for a maximum compensation not to exceed \$118,195.00 without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended to authorize additional compensation.

It is contemplated that the City will contract for all aspects of the job, and the PUD will reimburse the City for its respective share of the contract costs associated with the scope of work identified above.

PUD will furnish field inspection services for their portion of the work.

In the event a dispute arises between the City and a contractor that may affect the costs of the work for which PUD is responsible, the City will consult with PUD concerning the dispute and the method of resolution.

In the event the work requires change orders due to unforeseen conditions or other matters, the City is authorized to approve change orders related to the portion of the work for which PUD is responsible, after consultation with PUD, for a total amount not to exceed the amount provided for in the construction contract for changes, overruns and contingencies.

### **PAYMENT PROCEDURE**

3. The City shall submit invoices to PUD on a monthly basis. Payment shall be made by warrant or account transfer by PUD to the City within 30 days of receipt of the invoice. Details of payment process shall be determined by the parties' respective financial offices.

### **INDEPENDENT CAPACITY**

4. The officials, employees or agents of each party who are engaged in the performance of this Agreement shall continue to be officials, employees or agents of that party and shall not be considered for any purpose to be officials, employees or agents of the other party.

### **LEGAL RELATIONS**

5. Neither party shall be liable for damage or claims which arise from or relate to the performance or non-performance of this Agreement by any other party. Each party shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

### **ASSIGNMENT**

6. PUD understands that the City will contract for services to be provided under this agreement and amendments thereto. However, neither party shall assign or convey its interests or obligations under this Agreement without the written consent of the other. There are no third-party beneficiaries of this agreement.

### **DISPUTES**

7. It is expected that any conflicts arising out of the implementation of this Agreement will be resolved at the staff level. In the event that issues cannot be resolved by staff in a timely fashion, the parties agree to elevate the dispute through equivalent management levels of each party, and if necessary to the general manager and City Supervisor.

In the event that a dispute cannot be resolved in the manner described above, they shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

### **AMENDMENT**

8. This Agreement shall be amended only by written mutual consent of the parties. Amendments to this agreement may be initiated by any of the parties and will become final after agreement by all parties and appropriate signatories are attached.

## **TERMINATION**

9. This agreement is effective from the date of signature by all parties and remains in effect until modified by written mutual consent or terminated. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. If this Agreement is so terminated, PUD shall be responsible to the City for performance rendered or costs incurred or contracted for in accordance with the terms of this Agreement prior to the effective date of termination, including the cost of any work contracted for by the City or the cost to the City to terminate the contract for said work.

## **CONTRACT MANAGEMENT**

10. The contract administrators shall be the persons listed below. The contract administrator for each party shall be responsible for and shall be the contact person for all notices and communications regarding the performance of this Agreement.

Larry Saunders  
Engineering Supervisor  
Skagit County PUD No. 1  
POB 1436  
1415 Freeway Drive  
Mount Vernon, WA 98273  
(360) 848-4470  
[saunders@skagitpud.org](mailto:saunders@skagitpud.org)

Mark A. Freiberger, PE  
Director of Public Works/City Engineer  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
(360) 855-0771  
[mfreiberger@ci.sedro-woolley.wa.us](mailto:mfreiberger@ci.sedro-woolley.wa.us)

## **GOVERNANCE**

11. This Agreement is entered into and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal constitution statutes and rules;
- Statement of work; and
- Any other provisions of the Agreement, including materials incorporated by reference.

## **WAIVER**

12. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

**SEVERABILITY**

13. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the Agreement, and to this end the provisions of this Agreement are declared to be severable.

**ALL WRITINGS CONTAINED HEREIN**

14. This Agreement contains all the terms and conditions agreed upon by the parties. 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.

**ADDITIONAL PROVISIONS**

15. This Agreement does not create any separate legal entity, create any joint organization, establish any common budget, nor authorize the joint acquisition of any personal or real property.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

City of Sedro-Woolley

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Clerk

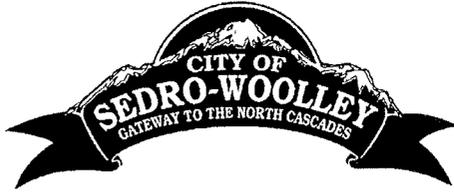
\_\_\_\_\_  
City Attorney

SKAGIT PUD No. 1

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_



CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2009

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

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf 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: **Amendment 2 to the  
Professional Services Agreement for Construction Services  
Reichhardt & Ebe Engineering, Inc.**  
SR9/Township Trenchless Sanitary Sewer Improvements Project

DATE: May 8, 2009 (for Council action May 13, 2009)

**ISSUE**

Should Mayor Anderson execute the attached Amendment 2 to the agreement with Reichhardt & Ebe Engineering, Inc. to provide additional construction engineering services for the SR9/Township Trenchless Sanitary Sewer Improvements Project in the amount of \$32,317.36?

**BACKGROUND/DISCUSSION**

Work is now complete on the SR9/Township Trenchless Sanitary Sewer Improvements Project. Change Orders 1 through 10 have been issued, adding additional work items to the contract, and extending the contract completion date through substantial completion. Change Orders 1, 2, 4, 5, 6, 8 and 9 were performed at the request of the city. The remaining changes represented changed conditions requiring additional engineering and cost. The resulting work, plus factors noted in the attached letter from Reichhardt & Ebe Engineering, Inc. required additional construction engineering budget. Note that R&E has written off \$9,000 of the CE cost as a courtesy to the city, and to recognize certain inefficiencies in the CE work.

Attached is Amendment 2 to the R&E agreement.

**FINANCIAL**

Funds for this project are available from the PWTF Sewer Construction Fund, which is funded by the 2008 PWTF Construction Loan (85%) and Sewer Cumulative Reserve Fund (15%). The 2008 Budget includes Account 332.000.082.596.35.63.04 for construction and construction engineering for this contract. The 2008 PWTF loan with required matching funds includes sufficient funding to award the project with a 10% construction contingency and allowance for construction engineering. Following is a summary of revenue and estimated costs for the project. The budget for construction engineering also originally included a 10% contingency allowance.

**REVENUE**

PWTF 2008 Sewer Construction Loan 85%	\$3,160,392
Sewer Cumulative Reserve Match Funds 15%	\$ 557,716
PUD 1 Water Main Funds (Final)	\$ 102,917.60
REET funds for SR9 Sidewalk Storm Work (CO 6)	\$ 22,393.67
<b>Subtotal 2008 CN Funds</b>	<b>\$3,843,419.27</b>

**ESTIMATED EXPENDITURES - CONSTRUCTION COSTS**

Construction Contract, Trenchless	\$3,388,675.00
Change Orders 1-10	\$ 267,359.71
Unit Quantity revisions	\$ (27,217.62)
<b>Final Contract Cost</b>	<b>\$3,628,816.80</b>
<b>Miscellaneous Construction Cost</b>	<b>\$ 4,218.76</b>

**Construction Engineering**

R&E Contract	\$ 143,990.24
Amendment 1	\$ 22,500.00
Amendment 2	\$ 32,317.36
<b>Total Updated CE</b>	<b>\$ 198,807.60</b>

**Total Construction Cost** **\$3,837,660.62**

**Remaining Budget** **\$ 5,758.65**

**ANALYSIS**

The final CE cost represents 5.5% of the final construction cost. This is quite reasonable.

The final project cost will be analyzed with the final acceptance memorandum for the Trenchless contract. Overall, including these potential impacts, the project appears to remain within budget with a slight surplus.

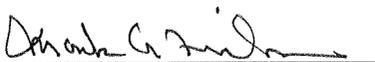
**CONCLUSION:**

Staff recommends approval of Amendment 2 in the amount of \$32,317.36.

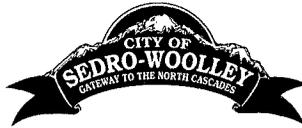
**MOTION:**

***Move to authorize Mayor Anderson execute the attached Amendment 2 to the agreement with Reichhardt & Ebe Engineering, Inc. to provide construction engineering services for the SR9/Township Trenchless Sanitary Sewer Improvements Project in the amount of \$32,317.36.***

Respectfully submitted,



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



**AMENDMENT NO. 2**

To the ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2008-PS-07  
Dated July 10, 2008  
Between The City of Sedro-Woolley, Washington  
And Reichhardt & Ebe Engineering, Inc.

This Amendment revises the above contract as follows:

**1. Scope of Services.**

a. Provide additional Construction Engineering services related to the construction contract for the SR9/Township Sewer Project as described in Attachment A.

**2. Compensation and Schedule of Payments.**

a. City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B, "Manhour Estimate,"** as provided in the Agreement.

b. Cost for work under this Amendment not to exceed **\$32,317.36** without prior approval of the Director of Public Works/City Engineer.

c. Total cost for the Agreement through Amendment 2 not to exceed **\$198,807.60** without prior approval of the Director of Public Works/City Engineer.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

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

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

ATTACHMENT A  
2008-PS-07  
AMENDMENT 2

813 Metcalf Street | Sedro-Woolley, WA 98284 | Telephone 360-855-1713 | Fax: 360-855-1164

May 5, 2009

City of Sedro-Woolley  
Mr. Mark Freiberger, PE, Director of Public Works/City Engineer  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Subject: City of Sedro-Woolley SR 9 /Township Trenchless Sewer Improvements

Mr. Freigerger,

The above-mentioned project is wrapping up. As you are aware, R&E has provided additional services above and beyond the originally agreed upon scope of work. In doing so, R&E has incurred additional costs. In previous conversations, you have requested additional information regarding the additional expenses. A brief summary of the additional expenses follows:

1. Contractor inefficiency with contract required paper work - A substantial amount of additional time was required for submittal review, along with preparing correspondence and following up with the contractor to obtain contract required paperwork. This additional work could not have been anticipated while preparing the originally agreed upon scope of work and man hour estimate. This inefficiency continued throughout the project.
2. Progress payment formatting modification - R&E has developed a standardized progress payment request format that has been utilized by several municipalities for locally, state and federally funded projects. While preparing progress payment 6, discussions between City Staff and R&E Staff took place regarding the mechanism for paying the Contractor for several changes in condition. It was agreed to pay the Contractor for changes in condition instead of force account. This required extensive modification to the progress payment format, additional reconciliation and QA/QC. This additional work could not have been anticipated while preparing the originally agreed upon scope of work and man hour estimate.
3. Property owner issues - During the course of the project, there have been several property owner issues that came up. Our preliminary scope of work provided for forty-nine hours of time to deal with unforeseen issues that could arise with property owners due to the construction project. As you are aware, several issues did develop during the course of the project. These issues include Summer Meadows flooding, Summer Meadows gas line break, water service break at 721 N. Township St., Waldron Street Road surface conditions, 201 N. Township St. property corner and multiple site visits to discuss work near the property, N. Township vehicle accident investigation, and acquiring right-of-entry at 900 McGarigle. This additional work could not have been anticipated during the development of our original man hour estimate.
4. Truck tare weight reconciliation - During the course of the project, it was discovered that the

recorded tare weight for several trucks was incorrect. A great deal of time was spent reconciling the truck tickets, and resolving the tare recording with the two pits that were supplying materials. This additional work could not have been anticipated.

5. Dairy Queen catch basin change order - This catch basin and conveyance was designed and installed at the request of the City to address ponding water within the existing gutter pan near Dairy Queen. This portion of gutter was north of the gutter that was installed as part of the construction project. The catch basin and conveyance alleviated ponding that was occurring prior to and during this project. This work was not anticipated with the original scope of work.

The original agreed upon budget for R&E's construction services work was \$143,990.24. The construction services agreement was supplemented by request on February 11, 2009, by \$22,500.00, for a total contract amount of \$166,490.24. Reimbursable work performed by R&E to date is \$201,990.14. R&E has been paid by the City of Sedro-Woolley \$175,049.58. As a courtesy to the City of Sedro-Woolley, R&E has written off \$9,000.00 of the \$201,990.14. Finally, R&E has not completed the as-built drawings for the project. The anticipated fees for the as-builts and setting Coffman's property corner is \$5,817.46.

To summarize:

- a. R&E original contract amount: .....\$143,990.24
- b. R&E Supplement #1 .....\$22,500.00
- Total Contract to date:.....\$166,490.24 ✓
  
- c. R&E reimbursable fees to date: .....\$201,990.14
- d. R&E paid to date:.....\$175,049.58 ✓ thru 2/27/09
- f. R&E written off to date: .....\$9,000.00
- Total outstanding:.....\$17,840.56
  
- e. Contract work to be completed (asbuilt survey & mapping, set corner):....\$5,817.46

R&E respectfully requests an additional supplement for reimbursement of the outstanding balance of \$17,840.56, and the anticipated cost of 5,817.46 for the asbuilt drawings.

Please contact me with any questions or if you require additional information regarding this matter.

Respectfully,

James L. Hobbs, Jr.  
Reichhardt & Ebe Engineering

$$\begin{array}{r}
 201,990.14 \\
 - 9,000.00 \\
 + 5,817.46 \\
 \hline
 198,807.60 \\
 \hline
 198,807.60 \text{ City}
 \end{array}$$

Proposed Amnd 2 = ~~17,040.56~~ / ~~5,817.46~~ ✓  
= \$ 23,658.02 ✓  
\$ 32,317.36 ✓

Contr Thru Amnd 1 \$ 166,490.24

Total " Amnd 2 \$ ~~190,148.26~~  
198,807.60 ✓

COMMITTEE  
REPORTS  
AND  
REPORTS  
FROM  
OFFICERS

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