

Next Ord: 1723-11  
Next Res: 855-11

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

December 14, 2011

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 (Including December 7, 2011 Work Session)
  - b. Finance
    - Claim Checks #73357 to #73486 in the amount of \$731,191.39.
    - Payroll Checks #51848 to #51955 in the amount of \$285,920.95.
  - c. State of Washington Agreement No. 2010-WPC-335 - Amendment Number 1 for Office of State Procurement - State Purchasing Cooperative - 2012 Membership
  - d. Property Use Agreement - Skagit Transit #11-020 for Bus Shelters
  - e. Approval of the Fuel Tax Distribution Agreement with the Washington State Transportation Improvement Board for the FY 2013 Expanded Preservation Project
  - f. Change Order 3 Approval - Contract 2011-PW-06 SR20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvement Project - Interwest Construction, Inc.
  - g. Change Order 5 Approval - Contract 2011-PW-06 SR20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvements Project - Interwest Construction, Inc.
  - h. Amendment 2 to Professional Services Agreement No. 2011-PS-13 for Construction Phase Services for the SR20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvements Project/Reichhardt & Ebe Engineering, Inc.
4. Skagit Valley Tulip Festival Poster Presentation
  5. Public Comment (Limited to 3-5 minutes)

### UNFINISHED BUSINESS

6. 2012 Budget Ordinance (3<sup>rd</sup> reading)

### NEW BUSINESS

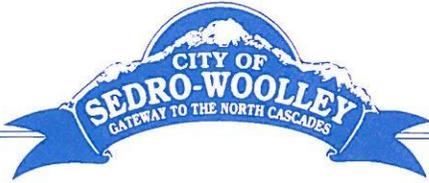
7. Brickyard Creek Interlocal Agreement with Skagit County (1<sup>st</sup> reading)
8. Revisions to Design Standards and Guidelines for the Mixed Commercial Zone (1<sup>st</sup> reading)
9. 2012 Salary Ordinance (action requested)

### COMMITTEE REPORTS AND REPORTS FROM OFFICERS

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

DEC 14 2011

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



DATE: December 14, 2011  
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 December 14, 2011 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

\_\_\_ Ward 1 Councilmember Kevin Loy  
\_\_\_ Ward 2 Councilmember Tony Splane  
\_\_\_ Ward 3 Councilmember Thomas Storrs  
\_\_\_ Ward 4 Councilmember Keith Wagoner  
\_\_\_ Ward 5 Councilmember Hugh Galbraith  
\_\_\_ Ward 6 Councilmember Rick Lemley  
\_\_\_ At-Large Councilmember Brett Sandström

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.

DEC 14 2011

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
November 22, 2011 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Tony Splane, Tom Storrs, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, City Supervisor/Attorney Berg, Planner Moore, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Checks #73258 to #733356 in the amount of \$554,377.81.
  - Payroll Checks #51740 to #51847 in the amount of \$183,826.31.
- Amendment 1 to Professional Services Agreement No. 2011-ps-13 for construction Phase Services for the SR20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvement Project – Reichhardt & Ebe Engineering
- State of Washington DOT Local Agency Participating Agreement GCB 1104
- Resolution 853-11 – Declaring Certain Property as Surplus and Authorizing its Disposition
- Biosolids Contract with King County and BPI

Councilmember Galbraith moved to approve the consent calendar Items A through F. Seconded by Councilmember Lemley. Motion carried (5-0).

Public Comment

Kelly Elder – an Ice Cream Truck Vendor addressed the Council regarding the new mobile vendor fee. He owns an Ice Cream Truck and his kids run it in the summertime for college money. He said he believes the fee to be discriminatory. He also noted he does own a house in Sedro-Woolley where pays he taxes through homeownership.

Discussion was held that included previous drafts and exclusions, intention of ordinance for stationary mobile vendors, recommendation to refer to the Planning Committee or to be a possible worksession topic.

Elder questioned the original intent of the ordinance and whether it included businesses that are run out of residences. He suggested having a possible exemption for businesses under a certain gross income.

Councilmember Sandström noted he had researched Seattle's ordinance for mobile vending and reviewed some of the fees.

Brent Kimball – 422 Longtime Lane, requested copy of ordinance and questioned the time frame of when it became effective.

The topic was referred to the Council Planning Committee.

## **PUBLIC HEARING**

### Property Tax Levy Ordinance

Councilmember Splane requested the topic be tabled until a full Council can be present. City Supervisor/Attorney Berg noted that the property tax levy is required to be adopted prior to November 30<sup>th</sup>, should it not be adopted no tax could be collected for the year 2012.

City Supervisor/Attorney Berg reviewed two proposed ordinances, one ordinance for consideration is for a 0% increase and the other for a 1% increase.

Mayor Anderson opened at 7:12 P.M.

No comment received.

Mayor Anderson closed the public hearing at 7:13 P.M.

Councilmember Storrs moved to approve Ordinance No. 1722-11 An Ordinance of the City of Sedro-Woolley Approving the Property Tax Levy at an Increase of 1%.

Councilmember Storrs stated he makes the motion because of the budget situation and the City needs to face up to their obligations. He noted the Council has not taken an increase in many years and the City has reached the point of need.

The motion died for lack of a second.

Councilmember Splane moved to approve Ordinance No. 1722-11 An Ordinance of the City of Sedro-Woolley Approving the Property Tax Levy at an Increase of 0%. Councilmember Lemley seconded. Motion carried (5-0).

### 2012 Budget

In the absence of Finance Director Nelson, Mayor Anderson requested City Supervisor/Attorney Berg introduce the 2012 budget topic. He noted no action is requested, action is expected to be taken at the December 14<sup>th</sup> meeting.

City Supervisor/Attorney Berg noted the budget has been very difficult this year. The current draft Mayor's budget is now as a result of some changes that have been made and staff is looking at trying to locate an additional \$24,629 in cuts in order to balance the budget. He stated a discussion will be held regarding the impacts of collective bargaining on the budget later in Executive Session. Berg reviewed cuts already included in the budget including thirteen closure days and the layoff of one full-time employee. He also discussed the significant cost of the flower program and the possibility of cutting the program from the budget for an \$8,000 savings. He requested input from Council regarding their expectations of core services and priorities. He noted that staff has been doing a good job of doing more with less but direction from the Council was needed.

City Supervisor/Attorney Berg noted thirteen closure days are built into the budget for a savings of \$150,000, also included are one time \$100,000 in permit fees from the Sedro-Woolley School District, plus fringe benefit cost increases of \$100,000. He noted as we look forward to 2013 things will have to be cut just to stay the same and there is no easy answer in this tough economy. Berg said revised pages of the budget will be brought to the next meeting which will include modifications as a result of collective bargaining and additional cuts. He again requested Council give some direction of their expectations for core services.

Mayor Anderson opened the public hearing at 7:21 P.M.

Kelly Elder – 627 Fidalgo St, stated he believes the last thing that should be cut is protective services. He noted it is the right of citizens to have protection and spoke of ways to get things done within the community.

Mayor Anderson closed the public hearing at 7:23 P.M.

## **UNFINISHED BUSINESS**

### Personnel Policies

- a. Wireless Devices
- b. Dual Insurance Coverage
- c. HRA-VEBA
- d. Insurance Coverage

City Supervisor/Attorney Berg reviewed the proposed personnel policies individually.

*Wireless Devices* -- This policy conforms to IRS Notice 2011-72 and allows for the incidental use of city owned wireless devices, but mandates monthly reviews by employees to ensure no additional cost is created for the City by that incidental use.

Councilmember Storrs moved to approve the attached personnel policy on Wireless Devices. Seconded by Councilmember Galbraith. Motion carried (5-0).

*Dual Insurance Coverage* – This policy pays an incentive to employees, spouses and kids who are covered on another insurance policy. The incentive varies depending on the number of covered individuals removed from the city’s insurance, \$200 each for an employee and his/her spouse and \$100 per child with a maximum of two. Incentive payments are monthly and are paid into the employee’s HRA-VEBA account.

Councilmember Galbraith moved to approve the attached personnel policy on Dual Insurance Coverage. Seconded by Councilmember Lemley. Motion carried (5-0).

*HRA – VEBA*—This policy expands the existing HRA-VEBA policy for non-represented employees to include dual insurance incentive payments.

Councilmember Lemley moved to approve the attached personnel policy on HRA-VEBA for non-represented employees. Seconded by Councilmember Storrs. Motion carried (5-0).

*Insurance Coverage* – A two tier policy for non represented employees. 1). Establishes the addition of an optional plan that non-represented employees may elect to utilize of a high deductible health plan with a linked HSA (health savings account) and a City contribution. 2). Represents a change in non-represented employees eligible for medical benefits on or after January 1, 2012 of how the City offers medical benefits to non-represented employees.

Berg explained the differences in the policies and also expressed concern about the change in 2)., as it may potentially impact our ability to recruit and retain future employees. He also noted there is no rush on the policy however, in order for employees to take advantage of the high deductible policy they would need to make the change during open enrollment in December.

Councilmember Storrs moved to approve the attached personnel policy on Insurance Coverage for non-represented employees with the change of March 1, 2012. Seconded by Councilmember Galbraith. Motion carried (5-0).

## **NEW BUSINESS**

### Resolution – Establishing 2012 Closure Days

City Supervisor/Attorney Berg reviewed the Resolution establishing 2012 Closure Days which represents a 5% pay cut for impacted employees. He noted a revised schedule was handed out to Council which coincides with the County schedule in order to be consistent. He said the County is looking at nine closure days while the City is scheduled for thirteen.

Councilmember Galbraith moved to adopt Resolution No. 854-11 A Resolution of the City of Sedro-Woolley Authorizing Unpaid Closure Days in 2012. Seconded by Councilmember Splane. Motion carried (5-0).

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

Police Chief Wood – reporting as a Rotary member presented a report on the recent meeting held for the proposed Skate Board project. He noted there is a good committee in place. The next meeting will be held December 5<sup>th</sup> at 6:00 P.M. at City Hall. The meeting is open to the public and they will be getting a number of skateboarders to attend.

Mayor Anderson noted the project Wood is reporting on is a Rotary Project and any money from the City will come from Park Impact Fees not the general budget.

Fire Chief Klinger – reported on the survival of the first big wind storm of the season.

City Supervisor/Attorney Berg – noted a conflict with the second regular meeting in January. The Council meeting date coincides with the AWC Legislative Action Conference. He noted he anticipates there will be four policy bills that he and the Mayor will need to be in attendance at the conference for. He questioned what other Councilmembers might wish to attend and also polled to see if there would be enough Councilmembers left in order to meet for the purpose of payment of the bills. It appeared there will be enough Councilmembers present for a quorum.

Councilmember Lemley – wished everyone a Happy Thanksgiving.

## **EXECUTIVE SESSION**

The meeting adjourned to Executive Session at 7:45 P.M. for the purpose of collective bargaining under RCW 42.30.140(4) for approximately 1 hour with a possible decision anticipated.

The meeting reconvened at 8:42 P.M.

Councilmember Storrs moved to ratify and approve the contract amendment and Memorandum of Understanding with AFSCME regarding impacts of the 2012 Budget and wages. Councilmember Splane seconded. Motion carried (5-0).

Councilmember Galbraith moved to adjourn. Seconded by Councilmember Splane. Motion carried (5-0).

The meeting adjourned at 8:43 P.M.

DEC 14 2011

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

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CITY OF SEDRO-WOOLLEY  
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Council Worksession

December 7, 2011 – 7:00 P.M. – Public Safety Training Room

The worksession was called to order at 7:00 P.M. by Mayor Mike Anderson.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tom Storrs, Tony Splane, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg, Finance Director Nelson and Engineer Freiburger.

### Skagit County Brickyard Creek Agreement

- Engineer Freiburger introduced the subject with background information. He stated approximately 75% of the Brickyard Creek Sub-Flood Zone is within the City limits; the City can only bill stormwater within the City limits. County residents within the Sub-Flood Zone will become part of the County Drainage Utility. The County must maintain the portions of the creek within their jurisdiction. Easements to create the drainage system were created in the 1930's and are in Dike District 14's name. The general consensus was for the city to manage the creek maintenance, however, continued County funding is requested. A discussion was held regarding the possibilities of maintenance by OWP, citizen groups, County staff and sub-contracting.

### 2012 Budget Update

- A revised Preliminary Budget was handed out and discussed. City Supervisor/Attorney Berg suggested a spring retreat be held to determine priorities for the 2013 budget. He reviewed adjustments since the first preliminary budget was issued. Discussion followed.

### Executive Session

The worksession adjourned to Executive Session at 8:20 P.M. for the purpose of collective bargaining under RCW 42.30.140(4) for approximately 30 minutes with a decision anticipated.

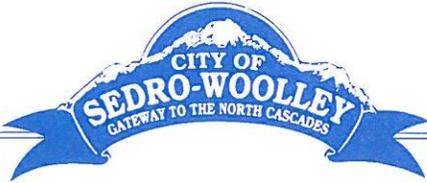
The worksession reconvened at 8:50 P.M.

Councilmember Storrs moved to approve the Tentative Agreement with the Public Safety Guild's two bargaining units, subject to legal review. Councilmember Splane seconded. Motion carried (7-0).

The worksession adjourned at 8:52 P.M.

DEC 14 2011

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



DATE: December 14, 2011  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending December 14, 2011.

Motion to approve Claim Checks #73357 to #73486 in the amount of \$731,191.39.

Motion to approve Payroll Checks #51848 to #51955 in the amount of \$285,920.95.

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

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 12/14/2011 (Printed 12/08/2011 16:12)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73357	ADVANTAGE BUSINESS &	SUPPLIES	JUD	258.20
		WARRANT TOTAL		258.20
73358	ALLELUJAH BUSINESS SYSTEMS	OFF/OPER SUPPS & BOOKS	INSP	4.33
		WARRANT TOTAL		4.33
73359	ALL-PHASE ELECTRIC	OPERATING SUPPLIES	SWR	47.39
		WARRANT TOTAL		47.39
73360	AMERICAN FLEET MAIN. LLC	REPAIRS/MAINT-EQUIP	FD	1,365.48
		REPAIRS/MAINT-EQUIP	FD	1,372.73
		WARRANT TOTAL		2,738.21
73361	APPLIED INDUSTRIAL TECH	MAINT OF GENERAL EQUIP	SWR	191.61
		WARRANT TOTAL		191.61
73362	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	ST	6.74
		MISC-LAUNDRY	ST	12.12
		MISC-LAUNDRY	ST	6.74
		LAUNDRY	SWR	7.51
		LAUNDRY	SWR	26.36
		LAUNDRY	SWR	7.51
		WARRANT TOTAL		83.78
73363	ASTRONOMY	BOOKS, PERIOD, RECORDS	LIB	114.95
		WARRANT TOTAL		114.95
73364	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	51.22
		AUTO FUEL	CS	57.73
		AUTO FUEL	PD	116.14
		AUTO FUEL	PD	70.42
		AUTO FUEL	PD	1,536.89
		AUTO FUEL	PD	1,254.09
		AUTO FUEL/DIESEL	FD	620.44
		AUTO FUEL/DIESEL	FD	597.40
		AUTO FUEL/DIESEL	PK	31.34
		AUTO FUEL/DIESEL	PK	304.23
		AUTO FUEL/DIESEL	CEM	115.47
		AUTO FUEL/DIESEL	ST	136.02
		AUTO FUEL/DIESEL	ST	96.24
		AUTO FUEL/DIESEL	ST	206.14
		AUTO FUEL/DIESEL	ST	105.18
		AUTO FUEL/DIESEL	ST	646.32
		MAINT OF GENERAL EQUIP	SWR	209.38
		AUTO FUEL/DIESEL	SWR	77.81
		AUTO FUEL/DIESEL	SWR	276.56
		AUTO FUEL/DIESEL	SWR	176.61
		AUTO FUEL/DIESEL	SWR	45.53
		AUTO FUEL/DIESEL	SWR	119.69

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		AUTO FUEL/DIESEL SAN	1,927.67
		AUTO FUEL/DIESEL SAN	2,216.47
		AUTO FUEL/DIESEL SAN	156.00
		AUTO FUEL/DIESEL SWTR	212.97
		AUTO FUEL/DIESEL SWTR	244.76
		WARRANT TOTAL	11,608.72
73365	AT & T	TELEPHONE EXE	1.15
		TELEPHONE FIN	16.04
		TELEPHONE LGL	13.75
		TELEPHONE IT	1.15
		TELEPHONE PLN	3.44
		TELEPHONE ENG	11.46
		TELEPHONE PD	43.55
		TELEPHONE FD	8.02
		TELEPHONE INSP	2.29
		TELEPHONE LIB	3.44
		TELEPHONE SWR	4.58
		TELEPHONE SAN	5.73
		WARRANT TOTAL	114.60
73366	BANK OF AMERICA	SUPPLIES ENG	24.58
		WARRANT TOTAL	24.58
73367	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP PK	296.34
		FLEET OPERATIONS & MAINT CEM	69.10
		WARRANT TOTAL	365.44
73368	BARLOW'S PRINTING CO	OPERATING SUPPLIES SAN	106.45
		WARRANT TOTAL	106.45
73369	BAY CITY SUPPLY	OPERATING SUPPLIES FD	46.75
		OPERATING SUPPLIES FD	97.55
		OPERATING SUP - CITY HALL PK	420.79
		OPERATING SUP - CITY HALL PK	304.56
		OPERATING SUP - LIBRARY PK	311.92
		WARRANT TOTAL	1,181.57
73370	BERG VAULT COMPANY	LINERS CEM	358.00
		WARRANT TOTAL	358.00
73371	BETTER HOMES & GARDENS	BOOKS, PERIOD, RECORDS LIB	34.52
		WARRANT TOTAL	34.52
73372	BIRCH EQUIPMENT CO INC	HOLIDAY DISPLAYS PK	108.20
		WARRANT TOTAL	108.20
73373	BIOSCIENCE, INC.	MAINTENANCE OF LINES SWR	1,150.00
		WARRANT TOTAL	1,150.00
73374	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES PD	15.69
		UNIFORMS/ACCESSORIES PD	463.38

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UNIFORMS/ACCESSORIES	PD	463.38-
		MACHINERY & EQUIPMENT	PD	175.39
		MACHINERY & EQUIPMENT	PD	111.21
		WARRANT TOTAL		302.29
73375	BNSF RAILWAY CO.	CONST-SR20 WIDENING		25,276.05
		CONST-SR20 WIDENING		5,295.89
		WARRANT TOTAL		30,571.94
73376	CASCADE NATURAL GAS CORP.	UTILITIES-COMMUNITY CTR	PK	100.81
		UTILITIES-SENIOR CENTER	PK	359.40
		UTILITIES-HAMMER SQUARE	PK	65.82
		UTILITIES - SHOP	PK	34.38
		PUBLIC UTILITIES	ST	89.70
		PUBLIC UTILITIES	ST	80.22
		PUBLIC UTILITIES	LIB	227.79
		PUBLIC UTILITIES	SWR	81.46
		PUBLIC UTILITIES	SAN	433.88
		WARRANT TOTAL		1,473.46
73377	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	21.10
		WARRANT TOTAL		21.10
73378	CODE PUBLISHING INC.	CODE BOOK	LGS	1,056.95
		CODE BOOK	LGS	70.46
		WARRANT TOTAL		1,127.41
73379	COLLINS OFFICE SUPPLY, INC	SUPPLIES	LGS	19.47
		SUPPLIES	FIN	44.50
		SUPPLIES/BOOKS	PLN	3.41
		SUPPLIES/BOOKS	PLN	21.30
		SUPPLIES	ENG	3.41
		SUPPLIES	ENG	6.81
		OFFICE/OPERATING SUPPLIES	PD	34.60
		OFF/OPER SUPPS & BOOKS	INSP	3.41
		OFF/OPER SUPPS & BOOKS	INSP	14.61
		OPERATING SUPPLIES	ST	18.15
		OPERATING SUPPLIES	SWTR	24.13
		WARRANT TOTAL		193.80
73380	COMCAST	INTERNET SERVICES	IT	104.90
		WARRANT TOTAL		104.90
73381	CONSUMER RENTAL CENTER	EQUIPMENT RENTAL	SWR	97.38
		WARRANT TOTAL		97.38
73382	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	14.30
		WARRANT TOTAL		14.30
73383	HSBC BUSINESS SOLUTIONS	OFFICE/OPERATING SUPPLIES	PD	88.70
		WARRANT TOTAL		88.70

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73384	CUES	OPERATING SUPPLIES	SWR	15.52
		WARRANT TOTAL		15.52
73385	DC'S PRINTING & AWARDS	SUPPLIES	EEX	20.56
		WARRANT TOTAL		20.56
73386	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	19.10
		SUPPLIES	FIN	19.10
		SUPPLIES/BOOKS	PLN	6.37
		SUPPLIES	ENG	6.37
		OFFICE/OPERATING SUPPLIES	PD	43.96
		OFF/OPER SUPPS & BOOKS	INSP	6.37
		WARRANT TOTAL		101.27
73387	DAY WIRELESS SYSTEMS INC	MACHINERY & EQUIPMENT	PD	11.09
		WARRANT TOTAL		11.09
73388	E & E LUMBER	OFFICE/OPERATING SUPPLIES	PD	3.16
		OPERATING SUP - LIBRARY	PK	56.59
		OPERATING SUP - LIBRARY	PK	14.47
		OPERATING SUP - MEMORIAL PARK		17.40
		OPERATING SUP - BINGHAM PARK		30.95
		SMALL TOOLS & MINOR EQUIP	PK	54.10
		HOLIDAY DISPLAYS	PK	28.31
		HOLIDAY DISPLAYS	PK	87.48
		OPERATING SUPPLIES	ST	5.41
		OPERATING SUPPLIES	ST	8.74
		OPERATING SUPPLIES	SWR	41.08
		WARRANT TOTAL		347.69
73389	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	688.00
		PROFESSIONAL SERVICES	SWR	204.00
		WARRANT TOTAL		892.00
73390	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	ENG	10.59
		OPERATING SUPPLIES	SAN	23.25
		WARRANT TOTAL		33.84
73391	FASTENAL COMPANY	OPERATING SUPPLIES	SAN	9.23
		WARRANT TOTAL		9.23
73392	FEDERAL LICENSING INC.	OPERATING SUPPLIES	SWR	119.00
		WARRANT TOTAL		119.00
73393	FIRE FACILITIES INC	TRAINING FACILITIES	FD	3,057.73
		WARRANT TOTAL		3,057.73
73394	FLOYD, WINNIE	EMPLOYEE WELLNESS	PD	300.00
		WARRANT TOTAL		300.00
73395	FRONTIER	TELEPHONE	PD	51.26
		TELEPHONE	PD	30.66

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	PD	46.37
		TELEPHONE	PD	10.02
		TELEPHONE	FD	130.13
		TELEPHONE	PK	82.30
		PUBLIC UTILITIES-CITY HALL	PK	55.16
		PUBLIC UTILITIES-CITY HALL	PK	36.24
		PUBLIC UTILITIES-CITY HALL	PK	102.52
		PUBLIC UTILITIES-CITY HALL	PK	61.32
		TELEPHONE	CEM	79.46
		TELEPHONE	LIB	100.82
		TELEPHONE	LIB	37.95
		TELEPHONE	SWR	198.61
		TELEPHONE	SAN	81.47
		TELEPHONE	SAN	39.91
		WARRANT TOTAL		1,144.20
73396	FRISBEE, BRENT	EMPLOYEE WELLNESS	SAN	360.00
		WARRANT TOTAL		360.00
73397	FRONTIER BUILDING SUPPLY	MAINTENANCE OF LINES	SWR	407.78
		WARRANT TOTAL		407.78
73398	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
73399	GUARDIAN SECURITY	OPERATING SUP - SENIOR CTR	PK	129.84
		MAINT OF GENERAL EQUIP	SWR	146.07
		WARRANT TOTAL		275.91
73400	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	821.84
		WARRANT TOTAL		821.84
73401	HEPBURN SUPERIOR	MACHINERY & EQUIPMENT	CEM	3,119.48
		WARRANT TOTAL		3,119.48
73402	HODGINS, CLIFF	EMPLOYEE WELLNESS	SAN	270.00
		WARRANT TOTAL		270.00
73403	HOLMBERG, KERIG	UNIFORMS/ACCESSORIES	PD	89.68
		WARRANT TOTAL		89.68
73404	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		75.00
73405	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	132.00
		WARRANT TOTAL		132.00
73406	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	32.10
		REPAIRS & MAINTENANCE	PD	75.74
		EQUIPMENT LEASE	FD	75.74
		REPAIRS/MAINT-EQUIP	FD	32.10
		WARRANT TOTAL		215.68

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73407	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	473.65
		BOOKS, PERIOD, RECORDS	LIB	21.00
		BOOKS, PERIOD, RECORDS	LIB	29.46
		WARRANT TOTAL		524.11
73408	INTERWEST CONSTRUCTION INC.	CONST-SR20 WIDENING		442,480.96
		OTHER IMPROVEMENTS	SWR	20,748.31
		WARRANT TOTAL		463,229.27
73409	JACOBS, LEO	EMPLOYEE WELLNESS	SAN	120.00
		WARRANT TOTAL		120.00
73410	KCDP PURCHASING COOPERATIVE	SUPPLIES/BOOKS	PLN	34.57
		SUPPLIES	ENG	34.56
		OFF/OPER SUPPS & BOOKS	INSP	34.56
		WARRANT TOTAL		103.69
73411	LADIES HOME JOURNAL	BOOKS, PERIOD, RECORDS	LIB	16.97
		WARRANT TOTAL		16.97
73412	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	232.00
		WARRANT TOTAL		232.00
73413	L.A. EXCAVATING & SELECTIVE LOGGING	OTHER IMPROVEMENTS	SWR	5,617.50
		OTHER IMPROVEMENTS	SWR	2,400.00
		WARRANT TOTAL		8,017.50
73414	LAUNCHING SUCCESS LEARNING STORE	EARLY LITERACY	LIB	182.72
		WARRANT TOTAL		182.72
73415	LOGGERS AND CONTRACTORS	REPAIRS/MAINT-EQUIP	ST	144.81
		OPERATING SUPPLIES	SWR	28.02
		WARRANT TOTAL		172.83
73416	LOUIS AUTO GLASS	REPAIR & MAINT - AUTO	PD	390.46
		REPAIR & MAINT - AUTO	PD	280.24
		WARRANT TOTAL		670.70
73417	M'CLOUGHLIN & EARDLEY CORP	VEHICLES	PD	137.13
		WARRANT TOTAL		137.13
73418	MARTIN MARIETTA MATERIALS	OPERATING SUPPLIES	ST	576.93
		WARRANT TOTAL		576.93
73419	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	FD	157.91
		OPERATING SUPPLIES	ERR	73.47
		WARRANT TOTAL		231.38
73420	N C MACHINERY CO.	REPAIR/MAINTENANCE-EQUIP	ST	29.29
		WARRANT TOTAL		29.29
73421	NEWMAN SIGNS INC	REPAIR PARKING	ST	327.32

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		327.32
73422	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	877.31
		REPAIR & MAINT - AUTO	PD	547.09
		REPAIR & MAINT - AUTO	PD	24.35
		REPAIRS/MAINT-EQUIP	FD	203.51
		WARRANT TOTAL		1,652.26
73423	NORTHWEST BIOSOLIDS MGMT	MISC-DUES/SUBSCRIPTIONS	SWR	470.00
		WARRANT TOTAL		470.00
73424	OASYS	REPAIRS & MAINTENANCE	PD	180.20
		REPAIRS/MAINT-EQUIP	FD	180.20
		WARRANT TOTAL		360.40
73425	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	SWR	58.38
		OPERATING SUPPLIES	SAN	107.10
		OPERATING SUPPLIES	SAN	180.13
		OPERATING SUPPLIES	SAN	238.56
		OPERATING SUPPLIES	SAN	238.56
		WARRANT TOTAL		822.73
73426	OUTWEST UNLIMITED	REPAIR/MAINTENANCE-LAND	CEM	245.00
		WARRANT TOTAL		245.00
73427	OWEN EQUIPMENT COMPANY	REPAIRS/MAINTENANCE	SWTR	1,474.57
		WARRANT TOTAL		1,474.57
73428	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	2,154.17
		REPAIRS/MAINT-EQUIP	FD	35.92
		REPAIRS/MAINT-EQUIP	FD	262.93
		MAINTENANCE CONTRACTS	SWR	62.43
		WARRANT TOTAL		2,515.45
73429	PARTSMASTER	SMALL TOOLS & MINOR EQUIP	SWR	67.95
		WARRANT TOTAL		67.95
73430	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	52.05
		POSTAGE	LIB	25.31
		WARRANT TOTAL		77.36
73431	PROTECH AUTOMOTIVE	REPAIR/MT-SMALL TOOLS EQUIP	PK	1,898.04
		WARRANT TOTAL		1,898.04
73432	PRINTSTREAMS	SUPPLIES	JUD	144.99
		WARRANT TOTAL		144.99
73433	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	17.40
		UTILITIES-RIVERFRONT	PK	140.00
		UTILITIES-HAMMER SQUARE	PK	38.11
		UTILITIES-BINGHAM & MEMORIAL P		32.07
		UTILITIES - OTHER	PK	32.07

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PUBLIC UTILITIES-CITY HALL PK	173.37
		PUBLIC UTILITIES CEM	108.00
		PUBLIC UTILITIES ST	32.07
		PUBLIC UTILITIES LIB	41.56
		PUBLIC UTILITIES SWR	255.62
		PUBLIC UTILITIES SAN	35.09
		WARRANT TOTAL	905.36
73434	PUBLIC SAFETY TESTING	PROFESSIONAL SERVICES CIV	200.00
		WARRANT TOTAL	200.00
73435	PUGET SOUND ENERGY	PUBLIC UTILITIES PD	29.46
		REPAIRS & MAINTENANCE PD	9.93
		PUBLIC UTILITIES FD	105.42
		UTILITIES-RIVERFRONT PK	505.18
		UTILITIES-COMMUNITY CTR PK	226.40
		UTILITIES-SENIOR CENTER PK	369.98
		UTILITIES-TRAIN PK	38.00
		UTILITIES-HAMMER SQUARE PK	311.17
		UTILITIES-BINGHAM & MEMORIAL P	72.07
		UTILITIES - SHOP PK	56.93
		UTILITIES - SHOP PK	8.09
		UTILITIES - OTHER PK	9.93
		PUBLIC UTILITIES-CITY HALL PK	2,290.69
		PUBLIC UTILITIES CEM	61.79
		PUBLIC UTILITIES ST	18.90
		PUBLIC UTILITIES ST	169.88
		PUBLIC UTILITIES ST	87.20
		PUBLIC UTILITIES ST	264.39
		PUBLIC UTILITIES LIB	275.49
		ADVERTISING HOT	39.79
		PUBLIC UTILITIES SWR	9,460.13
		PUBLIC UTILITIES SAN	145.50
		PUBLIC UTILITIES SWTR	118.45
		WARRANT TOTAL	14,674.77
73436	PURCHASE POWER	POSTAGE JUD	293.81
		POSTAGE FIN	265.78
		POSTAGE LGL	4.31
		POSTAGE PLN	28.39
		POSTAGE ENG	257.58
		POSTAGE PD	144.62
		POSTAGE FD	1.38
		POSTAGE INSP	10.58
		POSTAGE PK	.46
		POSTAGE CEM	14.26
		POSTAGE SWR	116.24
		POSTAGE SAN	53.65
		OPERATING SUPPLIES SWTR	8.94
		WARRANT TOTAL	1,200.00
73437	REICHHARDT & EBE ENG, INC	CONST-SR20 WIDENING	35,959.58

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		CONST-SR20 WIDENING PUD	162.27
		CONST-SR20 WIDENING SK COUNTY	5,363.32
		OTHER IMPROVEMENTS SWR	20.28
		WARRANT TOTAL	41,505.45
73438	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES PD	49.42
		OFFICE/OPERATING SUPPLIES PD	44.99
		OFFICE SUPPLIES FD	49.41
		OFFICE SUPPLIES FD	44.98
		WARRANT TOTAL	188.80
73439	RINDAL, BOB	EMPLOYEE WELLNESS SAN	210.00
		WARRANT TOTAL	210.00
73440	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	164.93
		WARRANT TOTAL	164.93
73441	SEDRO-WOOLLEY AUTO PARTS	REPAIRS/MAINT-EQUIP FD	28.28
		SMALL TOOLS/MINOR EQUIP CEM	5.93
		OPERATING SUPPLIES ST	16.47
		REPAIR/MAINTENANCE-EQUIP ST	36.30
		OPERATING SUPPLIES SWR	68.17
		REPAIRS/MAINTENANCE SWTR	11.19
		WARRANT TOTAL	166.34
73442	SEDRO-WOOLLEY FAMILY	PROFESSIONAL SERVICES CEM	133.00
		WARRANT TOTAL	133.00
73443	SEDRO-WOOLLEY FARMERS MKT	FARMERS MARKET HOT	205.00
		FARMERS MARKET HOT	134.31
		FARMERS MARKET HOT	95.44
		FARMERS MARKET HOT	101.86
		WARRANT TOTAL	536.61
73444	SEDRO-WOOLLEY POSTMASTER	POSTAGE LIB	88.00
		WARRANT TOTAL	88.00
73445	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL IMPACT FEES	7,947.00
		WARRANT TOTAL	7,947.00
73446	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS FD	10,923.00
		WARRANT TOTAL	10,923.00
73447	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES PD	52.76
		WARRANT TOTAL	52.76
73448	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP SWR	814.98
		MISC-FILING FEES/LIEN EXP SAN	326.86
		OPERATING SUPPLIES SWTR	344.65
		WARRANT TOTAL	1,486.49
73449	SKAGIT PUD NO. 1	CONST-SR20 WIDENING	2,561.27

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	2,561.27
73450	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES IT	721.89
		WARRANT TOTAL	721.89
73451	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL SAN	46,420.30
		WARRANT TOTAL	46,420.30
73452	SKAGIT CO. COMMUNITY SERVICES	SKAGIT SENIOR SERVICES SEN	5,110.25
		SKAGIT COUNCIL ON ALCOHOL ALC	2,819.73
		WARRANT TOTAL	7,929.98
73453	SKAGIT COUNTY SHERIFF	PRISONERS PD	7,300.12
		PRISONERS PD	2,918.58
		WARRANT TOTAL	10,218.70
73454	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG LGL	153.51
		WARRANT TOTAL	153.51
73455	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES-PROPANE ST	15.69
		OPERATING SUPPLIES-PROPANE ST	13.73
		MAINTENANCE OF LINES SWR	51.87
		WARRANT TOTAL	81.29
73456	SKAGIT SOILS	RECYCLING FEE - YARD WASTE SAN	283.15
		WARRANT TOTAL	283.15
73457	SKAGIT PUBLISHING	LEGAL PUBLICATIONS LGS	45.00
		ADVERTISING/LEGAL PUBLIC PLN	115.00
		ADVERTISING/LEGAL PUBLIC PLN	245.00
		WARRANT TOTAL	405.00
73458	SMILEY'S INC.	REPAIRS/MAINTENANCE SWTR	30.73
		WARRANT TOTAL	30.73
73459	SNO-ILSE LIBRARIES	TUITION/REGISTRATION LIB	175.00
		WARRANT TOTAL	175.00
73460	STAPLES BUSINESS ADVANTAGE	SUPPLIES/BOOKS PLN	8.43
		SUPPLIES ENG	8.42
		OFFICE/OPERATING SUPPLIES PD	45.65
		OFFICE/OPERATING SUPPLIES PD	73.55
		OFFICE SUPPLIES FD	39.89
		OFF/OPER SUPPS & BOOKS INSP	8.41
		OFFICE SUPPLIES SWR	67.37
		WARRANT TOTAL	251.72
73461	SUMMIT LAW GROUP	PROFESSIONAL SERVICES LGL	85.50
		WARRANT TOTAL	85.50
73462	SUBURBAN PROPANE, L.P.	OPERATING SUPPLIES CEM	204.77
		WARRANT TOTAL	204.77

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73463	SUNRISE CAR WASH	REPAIR & MAINTENANCE	CS	172.04
		WARRANT TOTAL		172.04
73464	TKE CORP	OPERATING SUP - CITY HALL	PK	712.01
		WARRANT TOTAL		712.01
73465	TRIANGLE PUMP	MAINT OF PUMPING EQUIP	SWR	276.45
		WARRANT TOTAL		276.45
73466	TRUE VALUE	REPAIR & MAINTENANCE	CS	7.12
		MACHINERY & EQUIPMENT	PD	10.58
		OPERATING SUPPLIES	FD	15.14
		OPERATING SUPPLIES	FD	41.05
		OPERATING SUPPLIES	FD	1.53
		OPERATING SUPPLIES	FD	16.22
		OPERATING SUPPLIES	FD	.19
		OPERATING SUP - PARKS SHOP	PK	19.45
		OPERATING SUP - CITY HALL	PK	32.44
		OPERATING SUP - LIBRARY	PK	8.62
		OPERATING SUP - LIBRARY	PK	4.32
		OPERATING SUP - LIBRARY	PK	14.91
		OPERATING SUP - HAMMER SQ	PK	9.19
		HOLIDAY DISPLAYS	PK	9.19
		HOLIDAY DISPLAYS	PK	9.19
		HOLIDAY DISPLAYS	PK	41.64
		HOLIDAY DISPLAYS	PK	220.75
		HOLIDAY DISPLAYS	PK	80.07
		OPERATING SUPPLIES	CEM	9.73
		OPERATING SUPPLIES	SWR	36.74
		OPERATING SUPPLIES	SWR	19.47
		OPERATING SUPPLIES	SWR	12.97
		OPERATING SUPPLIES	SWR	14.04
		OPERATING SUPPLIES	SAN	9.19
		REPAIRS/MAINTENANCE	SWTR	11.89
		WARRANT TOTAL		495.49
73467	UNITED LABORATORIES	OPERATING SUPPLIES	SWR	263.36
		WARRANT TOTAL		263.36
73468	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	46.40
		WARRANT TOTAL		46.40
73469	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	19.02
		SMALL TOOLS & MINOR EQUIP	PK	15.14
		MAINTENANCE OF VEHICLES	SWR	60.02
		REPAIRS/MAINT-EQUIP	SAN	12.29
		REPAIRS/MAINTENANCE	SWTR	34.41
		WARRANT TOTAL		140.88
73470	VOYAGER FLEET SYSTEMS INC.	AUTO FUEL	PD	26.53
		AUTO FUEL/DIESEL	CEM	25.92
		AUTO FUEL/DIESEL	CEM	26.85

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		AUTO FUEL/DIESEL	CEM 135.36
		AUTO FUEL/DIESEL	CEM 21.18
		WARRANT TOTAL	235.84
73471	VERIZON WIRELESS	TELEPHONE	EXE 67.33
		TELEPHONE	FIN 57.33
		TELEPHONE	LGL 58.77
		TELEPHONE	IT 57.33
		NEXTEL CELL PHONES	249.63
		NEXTEL CELL PHONES	6.69-
		TELEPHONE	PD 328.99
		TELEPHONE	PD 376.08
		TELEPHONE	PD 185.97
		TELEPHONE	FD 129.12
		TELEPHONE	FD 148.44
		TELEPHONE	INSP 14.11
		TELEPHONE	PK 154.12
		TELEPHONE	CEM 14.11
		TELEPHONE	ST 85.09
		NEXTEL CELL PHONES	212.86
		NEXTEL CELL PHONES	SAN 178.58
		WARRANT TOTAL	2,311.17
73472	WA ASSOC OF BUILDING OFF	MISC-DUES	INSP 95.00
		WARRANT TOTAL	95.00
73473	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR 4,832.42
		WARRANT TOTAL	4,832.42
73474	WA STATE DEPT OF ECOLOGY	MISC-DUES/SUBSCRIPTIONS	SWR 30.00
		WARRANT TOTAL	30.00
73475	WA ST DEPT OF NATURAL RES	UNAPPLIED CASH - SUSPENSE	796.06
		WARRANT TOTAL	796.06
73476	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD 132.00
		WARRANT TOTAL	132.00
73477	WA STATE DEPT OF REVENUE	Licensing fees	FIN 12.20
		WARRANT TOTAL	12.20
73478	WASHINGTON ORGANIC RECYCLING	MISC-DUES/SUBS & TUITN/REG SAN	125.00
		WARRANT TOTAL	125.00
73479	WA ST DEPT OF AGRICULTURE	MISC-TUITION/REGISTRATION	CEM 33.00
		MISC-DUES/SUBSCRIPTIONS	ST 33.00
		MISC-TUITION/REGISTRATION	ST 33.00
		MISC-TUITION/REGISTRATION	ST 33.00
		MISC-TUITION/REGISTRATION	ST 33.00
		MISC-DUES/SUBSCRIPTIONS	SWR 33.00
		MISC-DUES/SUBSCRIPTIONS	SWR 33.00
		WARRANT TOTAL	231.00

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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
73480	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	8,624.24
		WARRANT TOTAL	8,624.24
73481	WAPATO POLICE DEPARTMENT	PRISONERS PD	2,600.00
		WARRANT TOTAL	2,600.00
73482	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	9,499.68
		WARRANT TOTAL	9,499.68
73483	WOOD MAGAZINE	BOOKS, PERIOD, RECORDS LIB	44.00
		WARRANT TOTAL	44.00
73484	WOOD'S LOGGING SUPPLY INC	SUPPLIES ENG	135.19
		SUPPLIES ENG	12.20
		OFF/OPER SUPPS & BOOKS INSP	15.15
		OPERATING SUP - LIBRARY PK	54.08
		MAINTENANCE OF LINES SWR	122.28
		OPERATING SUPPLIES SWR	12.00
		OPERATING SUPPLIES SWR	32.45
		OPERATING SUPPLIES SWR	22.28
		SAFETY EQUIPMENT SWR	71.30
		SAFETY EQUIPMENT SWR	174.21
		OPERATING SUPPLIES SAN	27.81
		OPERATING SUPPLIES SAN	10.82
		WARRANT TOTAL	689.77
73485	WOOD, DOUG	SUPPLIES - KENNEL	140.51
		WARRANT TOTAL	140.51
73486	BAKER, JACK DUANE DBA	GEN BUSN LICENSES & PERMITS	35.00
		WARRANT TOTAL	35.00
		RUN TOTAL	731,191.39

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	65,383.46
101	PARK FUND	10,597.01
102	CEMETERY FUND	4,797.21
103	STREET FUND	3,367.79
104	ARTERIAL STREET FUND	517,099.34
105	LIBRARY FUND	2,084.31
108	STADIUM FUND	576.40
111	DOG FUND	140.51
401	SEWER FUND	51,938.71
412	SOLID WASTE FUND	63,873.43
425	STORMWATER	2,516.69
501	EQUIPMENT REPLACEMENT FUND	73.47
621	SUSPENSE FUND	8,743.06
TOTAL		731,191.39

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DEPARTMENT	AMOUNT
001 000 000	8,659.24
001 000 011	1,191.88
001 000 012	948.10
001 000 013	89.04
001 000 014	414.95
001 000 015	315.84
001 000 016	200.00
001 000 017	885.27
001 000 018	288.11
001 000 019	465.91
001 000 020	768.41
001 000 021	23,210.30
001 000 022	19,807.61
001 000 024	208.82
001 000 055	5,110.25
001 000 062	2,819.73
FUND CURRENT EXPENSE FUND	65,383.46
101 000 076	10,597.01
FUND PARK FUND	10,597.01
102 000 036	4,797.21
FUND CEMETERY FUND	4,797.21
103 000 042	3,367.79
FUND STREET FUND	3,367.79
104 000 042	517,099.34
FUND ARTERIAL STREET FUND	517,099.34
105 000 072	2,084.31
FUND LIBRARY FUND	2,084.31
108 000 019	576.40
FUND STADIUM FUND	576.40
111 000 021	140.51
FUND DOG FUND	140.51
401 000 035	51,938.71
FUND SEWER FUND	51,938.71
412 000 037	63,873.43
FUND SOLID WASTE FUND	63,873.43
425 000 039	2,516.69
FUND STORMWATER	2,516.69
501 000 047	73.47
FUND EQUIPMENT REPLACEMENT FUND	73.47
621 000 000	8,743.06

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VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	FUND SUSPENSE FUND		8,743.06			
	TOTAL		731,191.39			

DEC 14 2011

**State of Washington**  
**DEPARTMENT OF ENTERPRISE SERVICES**  
**Office of State Procurement**

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

1500 SE Jefferson St, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400  
<http://www.des.wa.gov>

November 28, 2011

TO: Current Washington State Purchasing Co-op (Co-op) Members

FROM: Chris Cantrell, Co-op Program Coordinator

SUBJECT: 2012 Membership

Thank you for being a member of the Washington State Purchasing Cooperative (Co-op) Program. In 2011, GA became part of the Department of Enterprise Services (DES) which now oversees the Co-op program.

The Co-op program is undergoing a re-evaluation period as DES considers what changes may need to be made in order to include the full range of opportunities afforded by the new agency. During this time, you can choose to extend your 2010-2011 Co-op membership for an additional year at the same yearly membership rate. Attached to this letter is an amendment that will extend your current agreement for the duration of calendar year 2012, or until the Co-op program undergoes such a change that a new agreement becomes necessary.

To continue your membership in the Co-op, please sign both the enclosed amendments and return to the address below by December 30, 2012.

Department of Enterprise Services  
Attn: Chris Cantrell, Co-op program  
PO Box 41017  
Olympia, WA 98504-1017

The benefits of being a purchasing cooperative member have not changed. Members still have access to hundreds of state contracts.

**For more information about the Co-op program or its membership, go to:**

<http://www.ga.wa.gov/PCA/spc.htm> .

For questions about the program send email to [Coop@ga.wa.gov](mailto:Coop@ga.wa.gov) or call Chris Cantrell at 360.407.9396.

## Great State Contracts for Co-op Members

- **Charge Card Services- #03907**
  - Purchasing cards for purchasing goods and services, Travel cards, and One Card programs available-  
<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=03907>
- **Food Umbrella Contract- #06006**
  - Frozen, chilled, canned, dry, bulk, bakery, produce, and more  
<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=06006>
- **Multifunctional Document Devices- #03706**
  - Multifunctional document devices, stand-alone and networked  
<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=03706>
- **Fuel: Bulk and Keep-Full/Will-Call- #00311**
  - Delivered Fuel in both bulk and keep full / will call services.  
<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=00311>
- **Office Supplies, Toner, and Paper (Desktop)- #09205**  
<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=09205>
- **WSCA Janitorial Products and Other**
  - Janitorial products with dispensers, service, testing, and training  
<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=00307>
- **Personal Service Master Contract- #32206**
  - This contract is for personal services including management, consulting- environmental, financial, performance audit & educational, customer survey, contract CPA, and professional real estate consulting services  
<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=32206>
- **Vehicles- New**
  - **In-stock contract vehicle list**  
<https://fortress.wa.gov/ga/apps/VehicleOrdering/InStockVehicles.aspx>
  - **Online ordering tool**  
<https://fortress.wa.gov/ga/apps/VehicleOrdering/VehicleMenu.aspx>

**Many Other Contracts:** Co-op members have access to great prices on floor coverings, furniture, plumbing supplies, HVAC supplies, playground equipment, auto parts, tires, custom stamps, lamps and ballasts, man-lifts, and more. This is just a sampling of the many products and services state contracts have to offer.

Go to <http://www.ga.wa.gov/Purchase/contracts.htm> for more information on these and other contracts.

### Useful Links

Current coop member list- <https://fortress.wa.gov/ga/inet/servlet/PCACoopListSv>  
State contract search tool- <http://www.ga.wa.gov/purchase/search-contracts.htm>

**ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT**  
**Amendment Number 1**  
**to**  
**State of Washington Department of General Administration**  
**Intergovernmental Agreement Number 2010-WPC-335**  
**for**  
**Office of State Procurement**  
**State Purchasing Cooperative**

**This Amendment Number 1 to Department of General Administration Intergovernmental Agreement Number 2010-WPC-335** is made and entered by and between the State of Washington Department of General Administration, hereinafter referred to as "GA", and City of Sedro Woolley hereinafter referred to as "COOPERATIVE MEMBER". The purpose of this Amendment is to formally assign the Intergovernmental Agreement made on December 10, 2009 between GA and COOPERATIVE MEMBER, to the Washington State Department of Enterprise Services.

WHEREAS, the Washington State Legislature passed Engrossed Substitute Senate Bill 5931 (ESSB 5931) consolidating all or portions of the Washington State Department of Information Services, Department of Personnel, State Printer, General Administration and the Office of Financial Management (Agencies);

WHEREAS, the authority and funding for those Agencies has been withdrawn effective October 1, 2011;

WHEREAS, the Washington State Legislature has created under ESSB 5931 which includes delegation of contracting authority, the Department of Enterprise Services hereinafter referred to DES;

WHEREAS, the authority and funding for the continuation of Intergovernmental Agreement Number **2010-WPC-335** has been transferred to the DES;

WHEREAS, the DES finds that it is in the best interest of the State of Washington to continue to conduct business with Cooperative Member under the terms and conditions of this Intergovernmental Agreement **2010-WPC-335**.

**Now therefore**, DES and COOPERATIVE MEMBER agree that:

1. Effective October 1, 2011 the Intergovernmental Agreement **2010-WPC-335** is hereby assigned in all respects to DES.
2. By signing this Amendment, COOPERATIVE MEMBER hereby consents to this assignment. As assigned, said Agreement hereby amended so that wherever the name GA is used it shall mean DES.
3. Any and all payments made by COOPERATIVE MEMBER to GA shall be deemed to have been made to DES and shall discharge COOPERATIVE MEMBER from any further liability with regard to said payment.

**Further**, the Intergovernmental Agreement is hereby modified:

- 3) Term of this Agreement and Cooperative membership is extended one (1) year through **December 31, 2012**. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. However, if the Cooperative Member has used state contracts during the current membership period, the Cooperative Member remains liable to pay any

unpaid balance of the membership fee for the entire term. Fees are not based on the level of contract usage. Refunds will not be given to members due to lack of contract usage.

6) This executed Amendment entitles the Cooperative Member access to state contracts for goods and services as viewed on [www.des.wa.gov](http://www.des.wa.gov). Cooperative Members may only access Western States Contracting Alliance (WSCA) contracts where Washington is the lead state, or has signed a participating addendum (PA). Cooperative Members are not authorized to enter into separate WSCA participating addenda with vendors. Cooperative Members are also entitled to use Oregon Purchasing Contracts.

17) PAYMENT and NOTICES: Payment shall be made to DES Office of State Procurement at the address provided below

Department of Enterprise Services  
Office of State Procurement  
1500 Jefferson St SE  
PO Box 41008  
Olympia, WA 98504-1008

According to the most recent authoritative information: COOPERATIVE MEMBER your annual operating expenditures were \$17,237,998.00, making COOPERATIVE MEMBER annual fee \$1,000.00, bring the total three-year fee to **\$3,000.00**.

***ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.***

**IN WITNESS WHEREOF**, the parties have read this Amendment Number 1 to Intergovernmental Agreement **2010-WPC-335** in its entirety, agree to it and hereby assert that they have the authority to bind their respective parties to it.

**Approved**  
Department of Enterprise Services

**Approved**  
City of Sedro Woolley

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Title



# SKAGIT TRANSIT

600 County Shop Lane  
Burlington, WA 98233-9772  
Ph: (360) 757-8801 • Fax: (360) 757-8019  
www.SkagitTransit.org

November 18, 2011

CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 14 2011

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

Eron M. Berg, City Attorney  
Sedro-Woolley City Hall  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Dear Mr. Berg:

Attached are duplicate originals of Property Use Agreement #11-020 concerning Skagit Transit bus shelters located in the City of Sedro-Woolley, as listed in Exhibit A. It is our intent to establish a written agreement on all bus shelters originally installed on verbal agreements between 1995 and 1998.

This Agreement is based on the assumption that the bus shelters are located on a city right of way. If this is not correct, please contact Dennis Digges, Skagit Transit Service Development Planner, at 360-757-5178 or [ddigges@skagittransit.org](mailto:ddigges@skagittransit.org).

If the Agreement is satisfactory to you, please have an authorized representative sign both duplicate originals and return them to my attention at the address above. One fully executed original will be returned to you.

Please contact me directly at 360-757-1378 or [rwahlgren@skagittransit.org](mailto:rwahlgren@skagittransit.org) if you have any questions or concerns regarding the Agreement provisions.

Sincerely,

Rhonda Wahlgren  
Contracts Administrator

2 Encl.

cc: Dennis Digges  
Service Development Planner

DMD/rfw

# PROPERTY USE AGREEMENT

## SKAGIT TRANSIT #11-020

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the SKAGIT TRANSIT SYSTEM, a municipal corporation of the State of Washington ("Skagit Transit") and the CITY OF SEDRO-WOOLLEY, a Washington municipal corporation (the "City") for the purpose of erecting a bus shelter and associated amenities for use by patrons of the Skagit Transit public transportation system.

In consideration of the terms, conditions, covenants, and performance contained herein, Skagit Transit and Owner agree as follows:

**1. Grant for use of Premises.**

- a) City hereby grants to Skagit Transit, its successors and assigns in title or interest, an exclusive right to access, use, and maintain the Premises (as identified in Exhibit A attached hereto) and any future additional Premises, for installing a bus shelter, pad and associated bus stop amenities (i.e. benches, waste receptacles, signage, etc.), collectively referred to hereafter as "Improvements", for use by patrons of the public transportation system.
- b) Improvements will be installed by Skagit Transit, at no cost to the City, in mutually agreed upon locations on the City right of way. Improvements will be the sole property and responsibility of Skagit Transit for maintenance and enforcement of appropriate public behavior on the Premises pursuant to RCW 9.91.025.
- c) Nothing in this Agreement shall be construed as granting to Skagit Transit any interest or right in the City's property, or City improvements on the City's right of way, other than the rights expressly provided herein.

**2. Terms.** This Agreement shall remain in effect unless terminated by mutual consent or operation of law, whichever comes first.

**3. Consideration.** In consideration for use of the Premises, Skagit Transit shall pay \$0 per month for use of the City right of way.

**4. Access.** City authorizes Skagit Transit to access the Premises and surrounding area via driveways, improved surfaces and landscaped areas surrounding the Premises. Skagit Transit will repair any damage to the area caused by accessing the Premises and will restore the area to as good a condition, less reasonable wear and tear, as existed prior to accessing the Premises when said damage is caused by Skagit Transit's negligence.

**5. Maintenance and Repair.** Skagit Transit, at its own expense, shall at all times cause the Premises to be maintained in good order, repair and a safe condition. Skagit Transit shall only be responsible for maintenance of the Improvements placed upon the Premises, including graffiti removal, and shall repair any damage to the Premises, less reasonable wear and tear except; however, to the extent that such repairs are necessary by the City due to damage or defects that existed prior to placement of the Improvements. Any and all work performed on the Premises by Skagit Transit shall be done in a good and workmanlike manner, in conformity with all applicable engineering, safety, and other statutes, laws, ordinance, regulations, rules, codes, orders, or specifications of any public body or authority having jurisdiction.

6. **Licenses and Permits.** Skagit Transit, at its sole cost and expense, shall secure and maintain in effect, all federal, State and local permits and licenses required for the installation of any Improvements on the Premises; and shall indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such facilities.
7. **Insurance.** Skagit Transit is self-insured under the Washington State Transit Insurance Pool (WSTIP) and has the City insured with adequate limits. Upon request, Skagit Transit shall provide a copy of the Certificate of Insurance with the City Risk Manager. City will promptly report any accident or claim to Skagit Transit and will cooperate with Skagit Transit in defense of a claim or lawsuit.
8. **Indemnification.** Skagit Transit agrees to indemnify, defend and hold the City, its agents, officers and employees, harmless from and against all damage, loss or liability from injuries to persons or property arising from the negligent installation or use of the Premises, including reasonable attorney fees and costs, except to the extent that such damage, loss or liability was caused by the fault or negligence of the City.
9. **Removal of Improvements.**
  - a) This Agreement shall not grant or convey to the City any property or ownership interest in the Improvements placed upon the Premises by Skagit Transit. Either Party may, in its sole discretion, elect to have Skagit Transit remove its Improvements from the Premises and relocate to a different site. In the event of removal, Skagit Transit shall surrender its right to occupy the Premises in as good condition or better, wear and tear excepted. Unless otherwise agreed to by the Parties, Skagit Transit's interest in the Premises shall extinguish in the event of the removal of the Improvements, unless such removal is temporary in order for the City to conduct maintenance and repairs.
  - b) City shall provide thirty (30) days advance written notice to Skagit Transit for the removal of all or any portion of Skagit Transit's Improvements placed upon the City right of way if necessary for the construction, reconstruction, alteration, operation, maintenance, inspection or repairs thereto.
10. **Termination.** At any time, either Party may terminate this Agreement by providing sixty (60) calendar days written notice to the other Party of its intent to terminate the Agreement. Upon termination of the Agreement, Skagit Transit will discontinue its use of the Premises and, at its sole cost and expense, will remove its Improvements from the Premises and will repair any damage to the Premises in as good condition or better, less normal wear and tear, as existed prior to the placement of the Improvements or the execution of this Agreement, whichever came first.
11. **Accommodation.** The Parties agree to make reasonable accommodations to work together to resolve problems that may occasionally arise. Upon seven (7) calendar days advance written notice to Skagit Transit and public transit patrons, or an amount of time acceptable to Skagit Transit in lieu of the seven (7) days, the City may secure the use of the Premises on a limited number of dates to allow for special events or any necessary construction to City property surrounding the Premises.
12. **Amendments.** This Agreement may be modified only by a written Amendment executed by each of the Parties hereto and upon the appropriate written authorization of each Party's respective governing body or authorized representative, as may be required.
13. **Disputes.** The Parties will work collaboratively to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of hierarchy. The Parties shall use their best efforts to resolve disputes and issues arising out of this Agreement and shall communicate regularly and cooperate in providing staff support to facilitate the resolution of any issues or disputes arising during the term of this Agreement. Each Party shall notify the other in writing of any problem or dispute that needs formal resolution.

14. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Any legal action arising herefrom shall be brought only in Skagit County Superior Court, Skagit County, Washington, which forum shall have sole and exclusive jurisdiction and venue.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, including all attachments, with respect to the subject matter hereof and supersedes all prior agreements, oral or written, express or implied, and all negotiations or discussions of the Parties.

**IN WITNESS WHEREOF**, each of the Parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and by their duly authorized representatives have thus executed this Agreement as of the day and year first above written.

**SKAGIT TRANSIT SYSTEM**

**CITY OF SEDRO-WOOLLEY**

By: \_\_\_\_\_  
Dale O'Brien, Executive Director

By: \_\_\_\_\_  
Mike Anderson, Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved As To Form:

Approved As To Form:

\_\_\_\_\_  
Richard J. Langabeer  
Skagit Transit Legal Counsel

\_\_\_\_\_  
Eron M. Berg, City Attorney

**EXHIBIT A**  
**PROPERTY USE AGREEMENT NO. 11-020**

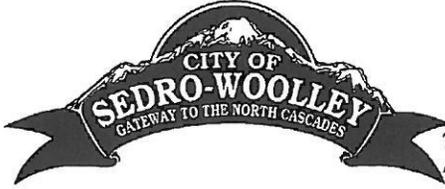
Existing Skagit Transit bus shelters on the following City Premises:

1) Evergreen School

Bus shelter is located on McGarigle Road near Evergreen Elementary School. Google Maps locates the shelter at GPS coordinates 48.514266,-122.222121.

2) Fruitdale Road

Bus shelter is located on Fruitdale Road, 320 feet north of State Route 20. Google Maps locates the shelter at GPS coordinates 48.516857,-122.210632.



CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 14 2011

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

**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

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MEMO TO: City Council and Mayor Mike Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Approval of the Fuel Tax Distribution Agreement with the Washington State Transportation Improvement Board for the FY 2013 Expanded Preservation Project**  
DATE: November 29, 2011 (for Council action December 14, 2011)

**ISSUE**

Should Mayor Anderson execute the attached Fuel Tax Grant Distribution Agreement with the Washington State Transportation Improvement Board for the FY 2013 Expanded Preservation Project in the amount of \$163,825, with matching funding from the GMA Impact Fee Account totaling \$18,203?

**BACKGROUND/DISCUSSION**

Attached is the November 18, 2011 grant award notification from TIB for the 2013 Expanded Preservation Project, along with the Project Funding Status form and the Fuel Tax Agreement. This project provides \$163,825 in Gasoline Tax funds for overlay work for John Liner Road from Reed to Township, West Nelson from SR9 to Batey, Batey from West Nelson to Jameson, and Jameson from Batey to the BNSF crossing. The city's matching funding of \$18,203 will come from our GMA Impact Fee account balance.

**MOTION:**

***Move to authorize Mayor Anderson execute the attached Fuel Tax Grant Distribution Agreement with the Washington State Transportation Improvement Board for the FY 2013 Expanded Preservation Project in the amount of \$163,825, with matching funding from the GMA Impact Fee Account totaling \$18,203.***



# Washington State Transportation Improvement Board

## TIB Members

Mayor James Irish, Chair  
City of La Center

Commissioner Mike Wilson, Vice  
Chair  
Grays Harbor County

Councilmember Jeanne Burbidge  
City of Federal Way

Todd Coleman, P.E.  
Port of Vancouver

Councilmember Sam Crawford  
Whatcom County

Kathleen Davis  
WSDOT

Mark Freiberger, P.E.  
City of Sedro-Woolley

Councilmember William Gothmann, P.E.  
City of Spokane Valley

Secretary Paula Hammond, P.E.  
WSDOT

Paul Ingiosi  
Office of Financial Management

Commissioner Greg Partch  
Whitman County

Laura Philipot  
City of Sammamish

Heidi Stamm  
HS Public Affairs

Harold Taniguchi  
King County Metro Transit

Steve Thomsen, P.E.  
Snohomish County

John Vodopich  
City of Bonney Lake

Jay Weber  
County Road Administration Board

Ralph Wessels, P.E.  
Bicycle Alliance of Washington

November 18, 2011

Mr. Mark Freiberger, P.E.  
Public Works Director  
City of Sedro Woolley  
325 Metcalf St  
Sedro Woolley, WA 98284

Dear Mr. Freiberger:

Congratulations! We are pleased to announce the selection of your project, FY 2013 Expanded Preservation Project, Multiple Locations, TIB project number 3-W-126(001)-1. The total TIB funds for this project is \$163,825.

### Before any work is allowed on this project, you must:

- Verify the information on the Program Funding Status form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Agreement;
- Return the above items to TIB;
- You may incur reimburseable expenses **only** after you receive approval from TIB.

In accordance with RCW 47.26.84, you must certify full funding by November 18, 2012 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail [GregA@TIB.wa.gov](mailto:GregA@TIB.wa.gov).

Sincerely,

Stevan Gorcester  
Executive Director

Enclosures

Stevan E. Gorcester  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)



# Transportation Improvement Board Project Funding Status Form

Agency: **SEDRO WOOLLEY**

TIB Project Number: **3-W-126(001)-1**

Project Name: **FY 2013 Expanded Preservation Project  
Multiple Locations**

Verify the information below and revise if necessary.

Return to:  
Transportation Improvement Board  
PO Box 40901  
Olympia, WA 98504-0901

## PROJECT SCHEDULE

	Date Shown on Application	Revised Dates
Construction Approval Date		
Contract Bid Award		
Contract Completion		

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SEDRO WOOLLEY	18,203	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>18,203</b>	

Both agency officials must sign the form before returning it to the TIB office.

Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title



Washington State Transportation Improvement Board  
Fuel Tax Grant Distribution Agreement

<b>LEAD AGENCY:</b>	<b>SEDRO WOOLLEY</b>
<b>PROJECT NUMBER:</b>	<b>3-W-126(001)-1</b>
<b>PROJECT TITLE:</b>	<b>FY 2013 Expanded Preservation Project</b>
<b>PROJECT TERMINI:</b>	<b>Multiple Locations</b>

### 1.0 PURPOSE

The Washington State Transportation Improvement Board (hereinafter referred to as "TIB") hereby grants funds for the project specified in the attached documents, and as may be subsequently amended, subject to the terms contained herein. It is the intent of the parties, TIB and the grant recipient, that this Agreement shall govern the use and distribution of the grant funds through all phases of the project. Accordingly, the project specific information shall be contained in the attachments hereto and incorporated herein, as the project progresses through each phase.

This Agreement, together with the attachments hereto, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the parties and supercedes all previous written or oral agreements between the parties.

### 2.0 PARTIES TO AGREEMENT

The parties to this Agreement are TIB, or its successor, and the grant recipient, or its successor, as specified in the attachments.

### 3.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through completion of each phase of the project, unless terminated sooner as provided herein.

### 4.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### 5.0 ASSIGNMENT

The grant recipient shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The grant recipient is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the grant recipient's other rights under this Agreement.

### 6.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.



## 7.0 TERMINATION

### 7.1 UNILATERAL TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### 7.2 TERMINATION BY MUTUAL AGREEMENT

Either party may terminate this contract in whole or in part, at any time, by mutual agreement with a 30 calendar day written notice from one party to the other.

### 7.3 TERMINATION FOR CAUSE

In the event TIB determines the grant recipient has failed to comply with the conditions of this Agreement in a timely manner, TIB has the right to suspend or terminate this Agreement. TIB shall notify the grant recipient in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Agreement may be terminated. TIB reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the grant recipient from incurring additional obligations of funds during the investigation of the alleged compliance breach and pending corrective action by the grant recipient or a decision by TIB to terminate the Agreement. The grant recipient shall be liable for damages as authorized by law including, but not limited to, repayment of misused grant funds. The termination shall be deemed to be a Termination for Convenience if it is determined that the grant recipient: (1) was not at fault, or (2) failure to perform was outside of the grant recipient's control, fault or negligence. The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

### 7.4 TERMINATION FOR CONVENIENCE

TIB may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part, because federal or state funds are no longer available for the purpose of meeting TIB's obligations, or for any reason. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 7.5 TERMINATION PROCEDURE

Upon receipt of notice of termination, the grant recipient shall stop work and/or take such action as may be directed by TIB.



Washington State Transportation Improvement Board  
Fuel Tax Grant Distribution Agreement

8.0 AVAILABILITY OF TIB FUNDS

The availability of Transportation Improvement Board funds is a function of Motor Vehicle Fuel Tax collections and existing contractual obligations. The local agency shall submit timely progress billings as project costs are incurred to enable accurate budgeting and fund management. Failure to submit timely progress billings may result in delayed payments or the establishment of a payment schedule.

9.0 ATTACHMENTS

Attachments are incorporated into this agreement with subsequent amendments as needed.

Approved as to Form  
This 14th Day of February, 2003  
Rob McKenna  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Elizabeth Lagerberg  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Signature of Chairman/Mayor                      Date

\_\_\_\_\_  
Executive Director                                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Expanded Preservation Program (EPP)  
***Approved Segment Listing***  
FY 2013 Overlay Program

**SEDRO WOOLLEY**

Street	Termini	Pavement Length	Pavement Width
<b>Batey St</b>	West Nelson to Jameson	<b>570 feet</b>	<b>24 feet</b>
<b>Jameson St</b>	Batey St to BNSF Crossing	<b>350 feet</b>	<b>24 feet</b>
<b>John Liner Rd</b>	Reed St to SR 9/Township	<b>2,040 feet</b>	<b>24 feet</b>
<b>West Nelson St</b>	SR 9 to Batey St	<b>910 feet</b>	<b>24 feet</b>

# Attachment 1

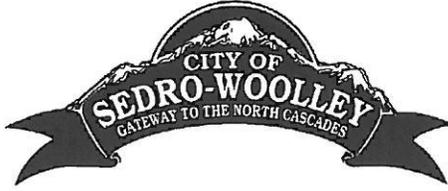
## Project Funding Summary

### Project Information

Lead Agency **SEDRO WOOLLEY**  
Project Number **3-W-126(001)-1**  
Project Title **FY 2013 Expanded Preservation Project**  
Project Termini **Multiple Locations**

TIB funds for the project are:

<b>Phase</b>	<b>TIB Funds</b>
Design	0
Right of Way	0
Construction	163,825
Total Grant	<hr/> 163,825



CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 14 2011

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

**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf 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: **Change Order 3 Approval**  
**Contract 2011-PW-06 SR20, Metcalf to Township Lane Widening and**  
**Bicycle/Pedestrian Improvements Project**  
**Interwest Construction, Inc.**

DATE: December 7, 2011 (for Council action December 14, 2011)

**ISSUE:**

Shall council approve Change Order 3 to the contract with Interwest Constuction, Inc. in the amount of \$27,005.93?

**BACKGROUND/ DISCUSSION:**

This change order includes several new contract items as shown on the attached Change Order 3 detail, which also includes justification for the changes.

Funding for this additional work is available from existing TIB and local funds allocated for the project.

**MOTION:**

***Move to authorize Mayor Anderson to execute Change Order 3 to the contract with Interwest Construction in the amount of \$27,005.93.***



# Change Order

Date 11/16/2011

Page 1 of 4 Pages

Contract Number 2011-PW-06 Federal Aid Number TIB Project No. 8-2-126(008)-1

Contract Title SR20, Metcalf to Township Lane Widening and Bicycle Improvements Project

Change Order Number 3

Prime Contractor Interwest Construction, Inc.

Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor

Endorsed By <u><i>Dana O'Leary</i></u> Contractor <u>11/16/2011</u> Date	Surety Consent  Attorney on Fact  Date
--	--

Original Contract Amount 2,419,196.55

Current Contract Amount 2,576,919.55

Estimated Net Change This Order 27,005.93

Estimated Contract Total After Change 2,603,925.48

<input type="checkbox"/> Approval Recommended <input checked="" type="checkbox"/> Approved  Project Engineer <u>Mayor Mike Anderson</u>  Date	Approved  <u>NA</u> Approving Authority per C.A. Agreement  Date
<input type="checkbox"/> Approval Recommended <input checked="" type="checkbox"/> Approved  <u><i>Omar G. Fildes</i></u> By <u>11/16/2011</u> Date	Other Approval When Required  <u>NA</u> Signature Date  Representing

**SR20, Metcalf to Township Lane Widening  
 & Bicycle/Pedestrian Improvements Project**  
**P2011-PW-06**  
**TIB Project No. 8-2-126(008)-1**  
**Interwest Construction, Inc.**  
**Change Order 3**  
 Prepared by: Mark A. Freiberger, PE  
 November 16, 2011

**Description & Justification**

This change order revises the contract as noted below: Sheet 505,  
 SCH C Single 5/8" or 3/4" Metered Service Detail, Various Locations, Credit for Copper Setters furnished by PUD  
 Sheet 204, Sta. 19+96, 62' RT, Remove 26" Cedar Tree  
 Sheet 603, Sta 111+23 RT Metcalf, Install Conc. Stairwell per Detail 1/906  
 Special Provision 1-08.5 Time For Completion, Payment of Incentive For Early Completion of Alternate 1  
 Sheet 603, Add Decorative Form Liner to Retaining Wall, Type A Monolithic, both sides of Metcalf Street

The following Bid Items are deleted/modified from the contract:

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	PAY UNIT	UNIT PRICE	TOTAL
112-1	SCH C - Credit for Copper Setters furnished by PUD	3.00	EA	134.34	403.02
Washington State Sales Tax at 8.2%					33.05
<b>Subtotal Deleted Items</b>					<b>436.07</b>

The following Bid Items are added/modified to the contract:

198	SCH A - Remove 26" Cedar Tree, Sta 19+97 LT CO 3	1.00	LS	1,000.00	1,000.00
199	ALT 1 - Add Conc Stairwell per Detail 1/906, Sta 111+23 RT Metcalf, CO 3	1.00	LS	5,000.00	5,000.00
200	ALT 1 - Incentive Earned per SP 1-08.5 Incentive for Early Substantial Completion of Alternate 1 CO 3	1.00	LS	15,000.00	15,000.00
201	ALT 1 - Supply and Install Form Liner for Retaining Wall Type A Monolithic CO 3	1.00	LS	6,442.00	6,442.00
<b>Total Added Items</b>					<b>27,442.00</b>
Original Contract Total					2,419,196.55
Current Contract Total (with previous Change Orders)					2,576,919.55
<b>Estimated Net Change this Order</b>					<b>27,005.93</b>
Current Contract Total					2,603,925.48

**Additional Justification**

**New Item 112-1 Credit for Copper Setters Furnished by PUD** is per PUD request and is documented in Field Note Record for Item 112 paid with Pay Estimate 3, copy attached.

**New Item 198 Remove 26" Cedar Tree Sta 19+97 LT** is added to the work to remove an existing tree straddling the right of way line that interferes with installation of the new Pedestrian Signal to be installed at this location. Contractor provided a quotation for the removal at Lump Sum \$1,000. The city contracted separately in 2011 for numerous tree removals ranging from \$500 to \$1,500 depending on size. The price provided is within this range for similar size removals and acceptable.

**New Item 199 Add Conc Stairwell per Detail 1/906**, Sta 111+23 RT Metcalf, was requested to provide access to an existing stair and porch for the business located at this corner. Previous plans called for the porch stair to be relocated to the north; this proved impractical due to the proximity of the new wall fronting this location. A price was requested from the contractor for the work. A similar stair was included in the contract under Item 138 Cement Concrete Stairwell, at Lump Sum \$6,000. The new item is for a similar stair at a negotiated price of \$5,000. See the attached Sketch and ICI Email dated November 2, 2011.

**SR20, Metcalf to Township Lane Widening  
& Bicycle/Pedestrian Improvements Project  
P2011-PW-06  
TIB Project No. 8-2-126(008)-1  
Interwest Construction, Inc.  
Change Order 3  
Prepared by: Mark A. Frelberger, PE  
November 16, 2011**

**New Item 200 Incentive for Early Substantial Completion of Alternate 1**, provides payment for incentive earned under Special Provision 1-08.5. The incentive clause allowed for \$5,000 per day up to four days or a total of \$20,000 for early substantial completion of the roadway under the BNSF Trestle constructed as part of the Alternate 1 scope of work. The original time for completion was 10 calendar days. This was revised to 15 working days by Change Order 1. Work started on this portion of the work with full detour of SR20 on September 26, 2011, which set the incentive completion date at October 14, 2011. The contractor completed paving of the roadway on October 9, 2011, but traffic was not returned to SR20 until 5 pm on October 13, 2011. The raw numbers indicate an incentive of approx. 1.5 days or \$7,500. There were a number of contributing causes for the delay of reopening from October 9 to October 14, including additional work involving guard rail construction and addition of Ultra-Block retaining walls under the BNSF trestle, both of which necessitated retaining the closure to allow for safe working conditions.

See the attached documentation from the contractor (Serial Letter 007 dated October 19, 2011) and the project engineer (Letter dated November 1, 2011) on the background for the delays and decision to delay reopening. The contractor has argued for the full 4 day incentive based on the fact that the roadway could have been reopened on October 9 but for the delays caused by the guard rail and retaining wall changes. During negotiations held on November 10, the city agreed that some of the delay was due to the changes during the closure, while noting that several of the items identified were non-critical path issues. After discussion the City and contractor agreed to payment for an additional 1.5 days of incentive, bringing the total to 3 days and \$15,000 total.

**New Item 201 Add Decorative Form Liner to Retaining Wall Type A Monolithic**, both sides of Murdock Street, approximately 440 SF total. See attached contractor COP-007 dated November 8, 2011.

**Materials Requirements**

Materials requirements are per the Standard Specifications for applicable items of work unless otherwise shown.

**Construction Requirements**

Construction requirements are per the Standard Specifications for applicable items of work unless otherwise shown.

**Measurement**

As shown per bid item above.

**Payment**

As shown per bid item above.

**Contract Time**

Contract time is unchanged by this Change Order.

**Exceptions and Disclaimers**

None.

**Waivers**

None.

**PE Stamp (If Required)**

Not applicable.

Book No. Page No.

Contract No. 2011-PW-06	Station PROJECT LIMITS	Line SR 20	C/S
Staked By	Date	Work Started 9-7-11	Work Completed 9-16-11
Calculated By T. Bickett	Date 10-25-11	Checked By Barbara Bester	Date 11-3-11
Inspector's Signature T. Bickett		Date 10-25-11	

DATE	STATION	QUANTITY
9-7-11	21+82	1 EACH
9-15-11	23+79	1 EACH
9-16-11	20+30	1 EACH

THE BID AMOUNT FOR THIS ITEM # 112 (SCHEDULE "C"),  
"INSTALL 5/8" HIGH SERVICE ASSEMBLY" IS \$1,000.00/EACH.

SKRIPIT P.O.D. SUPPLIER FROM LINSETER CO.

$3 \times (34.34) = 103.02$

THE VALUE OF EACH LINESETTER = \$134.34  
(SEE ATTACHED E-MAIL)

$\$1,000.00 - \$134.34 = \$865.66$  PER EACH  
(BID AMOUNT) - (LINESETTER VALUE)

3 EACH INSTALLED @ \$865.66 PER EACH = \$2,596.98

PLEASE PAY \$2,596.98 TOTAL

Item No.	Item	Group No.	Date	Unit	Quantity	RAMS No.	Basis of Material Acceptance	CAPS Entry No.	Initials		Est. No.
									Post	OK	
112	INSTALL 5/8" SERVICE ASSEMBLY		10-25-11	EACH	3				DB		3
112-1	CREDIT P.O. FURN. LINESETTER - CO 3				3				DB		



SR20 Sedro-Woolley Line Setter Credit

Dana Orbe

to:

birkett@skagitpud.org

10/21/2011 08:18 AM

Hide Details

From: Dana Orbe <danao@interwest.biz>

To: "birkett@skagitpud.org" <birkett@skagitpud.org>

History: This message has been replied to and forwarded.

1 Attachment



20111021080356635.pdf

Tom,

Please see the attached quote for pricing information regarding the line-setters not used. Let me know if you have any questions or need additional information. The line setter is line 257.

Thank you and have a nice day.

Dana Orbe, P.E.

Project Manager / Estimator

Interwest Construction

651 N Hill Blvd

Burlington, WA 98233

(360) 757-7574 Office

(360) 757-6464 Fax

242	PB12X12X4	HYDRANT BLOCK 12"X12"X4"	1	6.81	6.81
243	STORZ412PCTX5	4-1/2" PCT X 5" NZL-CAP 4.828 X6	1	143.75	143.75
244					
245		BID ITEM #111 SUBTOTAL			1,901.92
246					
247		BID ITEM #112 (4 EA)			
248		INSTALL 5/8" SERVICE			
249					
250	AYSADDLE12X1IP	3826 12"X1"IP DBL STRP BRZ SADDL	4	166.13	664.51
251	AYCORPB1IPXIP	3131B 1"BALL CORP STOP MIP X MIP	4	38.66	154.64
252	AYPJFA1	4754-33 1" PJ X FIP ADPT.IPS/PEP	4	17.35	69.42
253	AYSTIFFIPS1	6136 1"IPS/6133T 1-1/4"CTS STIFF	8	2.11	16.86
254	PEP1-200-1	1" X 100' POLY PIPE 200LB	100	0.55	54.90
255	THHNB10	#10 THHN WIRE BLUE (500')- SOLID	500	0.28	141.50
256	AYPJMA1	4753-33 1" PJ X MIP ADAPTER IPS	4	20.16	80.66
257	AYSETTER20944	5/8 X3/4-20-209WDDD44 SKAGIT PUD	4	134.34	537.36
258	CARSON1419LID	1419 LID-6BM (C.I.RL MKD.WATER)	4	11.96	47.85
259	CARSON1419	1419 12" BBOX (1419 12"BLK.BOX)	4	22.64	90.55
260					
261		BID ITEM #112 SUBTOTAL			1,858.25
262					
263		BID ITEM #113 (2 EA)			
264		INSTALL AND RECONNECT 1" PE			
265		SERVICE LINE			
266					
267	AYSADDLE12X1IP	3826 12"X1"IP DBL STRP BRZ SADDL	2	166.13	332.26
268	AYCORPB1IPXIP	3131B 1"BALL CORP STOP MIP X MIP	2	38.66	77.32
269	AYPJFA1	4754-33 1" PJ X FIP ADPT.IPS/PEP	2	17.35	34.71
270	PEP1-200-1	1" X 100' POLY PIPE 200LB	200	0.55	109.80
271	THHNB10	#10 THHN WIRE BLUE (500')- SOLID	500	0.28	141.50
272	AYPJMA1	4753-33 1" PJ X MIP ADAPTER IPS	2	20.16	40.33
273	AYSTIFFIPS1	6136 1"IPS/6133T 1-1/4"CTS STIFF	4	2.11	8.43
274					
275		BID ITEM #113 SUBTOTAL			744.35
276					
277		BID ITEM #114 (2 EA)			
278		INSTALL AND RECONNECT 2" PE			
279		SERVICE LINE			
280					
281	AYSADDLE12X2IP	3826 12"X2"IP DBL STRP BRZ SADDL	2	190.75	381.49
282	BRDN2X4	2" X 4" DOMESTIC BRASS NIPPLE	2	16.94	33.89
283	AVKRWW2SE	2" S.E. AVK R/W GATE NPT X NPT	2	238.00	476.00
284	VB007SKG	OF VALVE BOX 007 SKAGIT W/LID	2	79.69	159.38
285	AYPJMA2PVC	4753-44 2" PJ X MIP ADAPTER PVC	2	56.56	113.13
286	SBQUANCO2	461 2" QUANTUM CPLG 2.34-2.85	2	46.67	93.34
287	PVCP2-80	2"x20' PVC SCH-80 PE. PIPE	20	1.13	22.58
288					
289		BID ITEM #114 SUBTOTAL			1,279.81
290					
291		BID ITEM #115 (180 LF)			
292		CASING 2" (TRENCHLESS)			
293					

ITEM .98

REMOVE 28" CEDAR TREE, STA 19+96

**Mark Freiberger**

---

**From:** Mark Freiberger  
**Sent:** Thursday, November 10, 2011 4:18 PM  
**To:** 'Dana Orbe'  
**Cc:** 'Cody Hart'; David Lee  
**Subject:** RE: Price to remove additional tree

Dana,  
The price is acceptable. Please proceed. We will add this to the next change order.  
Thanks,

**Mark A. Freiberger, PE**  
*Director of Public Works/City Engineer*  
*City of Sedro-Woolley*  
*Telephone 360-855-0771*

---

**From:** Dana Orbe [mailto:danao@interwest.biz]  
**Sent:** Thursday, November 10, 2011 1:51 PM  
**To:** Mark Freiberger  
**Cc:** Cody Hart (codyh@recivil.com)  
**Subject:** Price to remove additional tree

Good Afternoon,

Interwest requests an additional \$1000 to remove the large tree located on the north side of SR20, just east of Reed Street. Let me know if you find this price acceptable.

Dana Orbe, P.E.  
Project Manager / Estimator  
Interwest Construction  
651 N Hill Blvd  
Burlington, WA 98233  
(360) 757-7574 Office  
(360) 757-6464 Fax

**David Lee**

**From:** Dana Orbe [danao@interwest.biz]  
**Sent:** Wednesday, November 02, 2011 10:54 AM  
**To:** srconcreteconstruction@hotmail.com  
**Cc:** David Lee  
**Subject:** FW: SR 20 Project Adding Concrete Stairwells on Metcalf Simon,

CHANGE ORDER 3  
ITEM 199 LS

Could you please provide a breakdown for the \$5000 per each we quoted the City? Please see below.

Dana Orbe, P.E.  
Project Manager / Estimator  
Interwest Construction  
651 N Hill Blvd  
Burlington, WA 98233  
(360) 757-7574 Office  
(360) 757-6464 Fax

**From:** David Lee [mailto:dlee@ci.sedro-woolley.wa.us]  
**Sent:** Wednesday, November 02, 2011 8:57 AM  
**To:** Dana Orbe  
**Cc:** Caleb Armstrong; Mark Freiberger  
**Subject:** SR 20 Project Adding Concrete Stairwells on Metcalf

Dana,

Yesterday in the field you verbally quoted me a price for the two additional stairwells to the antique store on Metcalf. If I understood you correctly out there, the price given by your concrete sub was \$5000.00 for each one. If I am incorrect in this let me know.

Would you please send me the breakdown of that cost.

As this added work is related to the wall/sidewalk construction, I'd like to get it resolved before the concrete sub is there working. Since I may have to process a change order, the sooner the cost issue is resolved the better.

*David Lee, P.E.  
Asst. City Engineer  
City of Sedro-Woolley  
325 Metcalf Street  
Tel: 360-855-3219  
Cell: 360-661-6469*

11/16/2011



REICH ARDT & EBE ENGINEERING, INC.  
CONSULTING ENGINEERS

CHANGE ORDER 3  
ITEM 200

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

November 1, 2011

City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Subject: **SR-20 Widening & Bicycle/Pedestrian Improvements Project**

Response: Construction Delays, Alt #1 Follow Up to Serial Letter 003 (Dated 10-19-11)

City of Sedro-Woolley,

Per your request, R&E is providing the following evaluation of the Contractor delay letter submitted by Interwest Construction Inc., as identified above. The Contractor has requested 4 incentive days be awarded due to unforeseen changes that occurred during the closure period, this letter will be reviewed in accordance with Section 1-04.4 of the Standard Specifications.

**REVIEW CRITERIA**

Under Standard Specification 1-04.4, "Changes", the Engineer shall consider the Standard Specification 1-09.4, "Extension of Time" during the full review of the claim. Per Standard Specification 1-09.4, time extensions are only granted when Critical Path items are changed and are reviewed and compared with the Contractor's Schedule. This review utilized the two week look-ahead schedule, prepared on September 15. This schedule was submitted prior to the road closing and provided the most detail for the work planned to take place during the 15 day closure. This schedule was used to determine the Contractor's anticipated start of work date, work duration, and work completion date.

This review will only consider items associated with the roadway as a part of the Critical Path, since reopening the roadway would end the closure period. Critical Path Items are considered to be all underground utilities under the roadway, base aggregates under the roadway, roadway HMA, roadway curbing, guardrail, and temporary roadway striping.



On 11/10/2011 - Met with Dana Orbe & Caleb Armstrong. Dana reiterated that ICI had road paved and ready to open on 10/17/2011. The late answer on Guardrail extension delayed that work to 10/18/2011. The ultrablock wall work was also completed on 10/11/2011, but the associated trimming of the BNSF Slopes continued into 10/12/11. I noted that the trimming & sidewalk grade that preceded the block work could have been done sooner. We agreed that the

## EVALUATION FINDINGS

The following are responses to the specific delay items identified by ICI in Serial Letter 007:

### **Item 1: Design Revision - 36" Pipe Alignment Change:**

Per the two week look-ahead, all 36" storm sewer work was completed on time per the schedule. Per the IDRs, Storm Sewer work started on September 26 and ended on September 28. The Contractor anticipated completion of this task on September 30. The Contractor finished this portion of work early. No delay to the project schedule.

### **Item 2: Design revision - South Side Storm Changes**

Per the two week look-ahead, all south side storm sewer was completed on time per the schedule. Per the IDRs, Storm sewer work started on September 29 and ended on September 30. The Contractor anticipated the work to begin on October 3 and end on October 5. The Contractor finished this work 3 days early. No delay to the project schedule.

### **Item 3: Change of Condition - CDF Removal on Metcalf**

CDF would conflict with the proposed roadway section. Per the IDRs, this CDF was discovered on September 30 and removed the same day. Roadway excavation was completed on September 30. Per the two week look-ahead, all roadway excavation was scheduled to be complete on October 4. ICI completed Roadway excavation 2 days ahead of schedule. No delay to the project schedule.

### **Item 4: Design Revisions - Railroad Trestle Delays:**

#### **(a) Guardrail Redesign and Quantity Increase:**

There is no indication of project delay for this item. Guardrail was scheduled for October 10 and the subcontractor arrived on site October 10 without delay. No delay to the project schedule.

#### **(b) Additional Retaining Wall Installations:**

This item is related to the guardrail revisions listed above, but is not considered to be a part of the Critical Path. Guardrail was installed on Monday, October 10. ICI's letter indicates that the block wall associated with the Guardrail was installed on Tuesday, October 11. Per the project schedule, guardrail work was to be completed on Tuesday, October 11. The Guardrail and associated wall was completed on schedule. No delay to the project schedule.

#### **(c) Additional Work - Ultra Block Wall Installation:**

Ultra Block wall construction occurred outside of the roadway and was not dependent on the function of the roadway. Items critical to the roadway shall only be considered a part of the Critical Path. Sidewalk grading and the resulting walls for sidewalks are not considered to be a part of the Critical Path. State Route 20 could have been reopened to traffic while walls were being assembled and sidewalk installed. No delay to the project schedule.

## CONCLUSION

After review of the items identified in Serial Letter 007, it appears the Contractor completed the subject items of work within the scheduled timeframe. Per Standard Specification 1-09.4 "Extension of Time", items identified in Serial letter 007 did not impact the Critical Path schedule and no additional time was required to complete the Critical Path items during the road closure period.

Notably, it appears Curb and Gutter installation was a critical path item that did experience delay from the proposed construction schedule. I have been unable to identify a documented Change of Conditions that impacted Curb and Gutter installation. The City allowed the Contractor to continue work on the curb and gutter despite possible setbacks to the Contractor's anticipated schedule. The City worked with the Contractor in the following two ways: (1) The Contractor imported a non-approved concrete mix for curb and gutter, the City quickly reviewed and approved the concrete submittal allowing work to progress. (2) The Contractor installed full-height curb under the proposed guardrail, this curb was not per the plans and the City was within their right to have the Contractor remove and replace this curb. The City allowed this deficient curb to remain, allowing the project to progress. Both of these items were at the Cities discretion and to the Contractor's benefit.

Also, ICI noted that a request was made to install curb in front of Les Schwab on a Saturday; this request was denied. The Contract did not allow work to take place on the weekend, and adequate notice was not given to accept this request. The Contractor performed this work in front of Les Schwab on Monday morning in about 1.50 hours. The denial of this request should not have impacted the Contractor's schedule.

As you are aware the Contractor reopened SR20 on the 14<sup>th</sup> day of the allowed 15 day closure. A minimum one day instinctive bonus should be awarded to the Contractor. However, the City may wish to award additional incentive time based on the complications encountered which the Contractor addressed during the closure period.

Feel free to contact me if you have any questions.

Respectfully,



Benjamin E. Kuiken  
Reichhardt & Ebe Engineering, Inc.

Attached:

*ICI Serial Letter 007 dated October 19, 2011*

*ICI Two Week Look-ahead Schedule dated September 15, 2011*

*Comparison schedule of work perform and work scheduled.*

**Mark Freiberger**

---

**From:** Dana Orbe [danao@interwest.biz]  
**Sent:** Friday, November 04, 2011 9:35 AM  
**To:** Mark Freiberger  
**Cc:** Caleb Armstrong  
**Subject:** Alternate #1 Delays and Incentive Payment

Good Morning Mark,

Interwest completely and adamantly disagrees with the Engineer's response to Serial Letter 03, 04 and 07. Not only do we disagree with the determination of a single day of incentive, we disagree with the manner in which our request was evaluated. The use of Section 1-04.4 is not pertinent when discussing incentive payments or the contractor's ability to manage his own schedule.

The contractor's ability to beat his critical path schedule is the basis for receiving incentives. The changes that took place effectively removed our ability to do so. We warned the city about this in Serial Letter 003 and again in Serial Letter 004 which no one took seriously at the time. Why should the Contractor be financially liable by changes and delays that occurred due to errors and corrections caused by the Engineer?

To reduce this issue to its simplest form, Interwest had a contract with The City of Sedro-Woolley to perform X amount of work in Y amount of time to receive Z amount of compensation. Once we begin the work, you can't change and add to X, remove my ability to control Y and not be liable for paying me Z. I think it's really that simple. There is nothing in Section 1-04 of the Standard Specifications that changes the terms of that contract.

What actions did Interwest take that caused redesign of the 36" alignment? How did our efforts add more storm sewer to be installed? How did we cause a re-design of the trestle vicinity? How did our efforts cause the redesign of the guardrail and addition of retaining walls? What did we do to prolong the time it took to produce the plan sheets to correct the design? I can go on and on and on.... If our actions did not cause the issues which extended the closure, why should we pay for it?

Does the Engineer believe that Interwest would not have achieved all four days of incentive if none of the changes, conflicts or additions would have occurred? We believe we would have easily had the road opened by the end of the second week. It was the actions of the Engineer that caused the loss of incentives, not the actions of the Contractor.

As you can tell, I feel strongly about our position because we are entitled to the incentive money. I appreciate your offer to sit down and discuss and I would be happy to meet with you. However, Interwest continues to seek compensation for all four incentive days.

Dana Orbe, P.E.  
Project Manager / Estimator  
Interwest Construction  
651 N Hill Blvd  
Burlington, WA 98233  
(360) 757-7574 Office  
(360) 757-6464 Fax



CHANGE ORDER 3  
ITEM 200

October 19, 2011

Serial Letter 007

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

**RE: Construction Delays, Alt #1 Follow Up to Serial Letter 003**  
SR20, Metcalf to Township Land Widening and Bicycle Pedestrian Improvements  
TIB Project # 8-2-126(008)-1

Mr. Freiberger:

Interwest Construction (Interwest), in accordance with Section 1-04 Changes, requests payment of all four incentive days for the work completed under Alternate #1. Although the closure was not reopened until Thursday (day 14 of 15), delays caused by added work, change of conditions, and delays caused by design revisions in the middle of the closure period were beyond the control of Interwest and should not be our responsibility.

These delays and associated durations include but are not limited to:

**Design Revision - 36" Pipe Alignment Change:** Excavations for the new alignment in the vicinity of utilities marked by locates discovered that the planned alignment of the new pipe was not feasible based on the actual locations of the utilities. There was not enough room between the gas line and water line at the beginning of the realignment, and there was not enough room between gas line and utility pole at midpoint of the run. The first day was spent pot holing and planning for new alignment, 1 day loss, 0.5 day gained by not having to set 4 structures as a result of the new alignment, Loss 0.5 days / 5 crew hours (based on 10 hour days).

**Design Revision - South Side Storm Changes:** Storm changes on the south side of SR20, west of the trestle, including the addition of 3 type 4 catch basins and roughly 110 lf of 8" DI storm pipe, relocation of a new catch basin to mitigate a utility conflict. Loss of 0.5 days / 5 crew hours.

**Change of Condition - Utility Conflict Resolution:** Utility conflict resolutions include sewer line repair work completed on Tuesday, 9-27 and the sewer line investigation which occurred on Thursday 9-29 at the residence adjacent to Sapp Rd. Loss of 0.4 Days / 4 Crew Hours.

**Change of Condition - CDF Removal at Metcalf:** Removal of the concrete section encountered on Friday, 9-30 at the Metcalf intersection. Loss of 0.3 days / 3 Crew Hours.

**Design Revisions - Railroad Trestle Delays:** Roadway excavation under the trestle, originally scheduled for Monday, 10-03 was postponed by railroad representatives due to concerns with the safety of the design. Redesign of the conflict was not complete until Monday, 10-10. This delayed work at the trestle for six days, and prevented grading and flatwork operations from taking place. Separate issues involved with the re-design include:

- **Guardrail Redesign and Quantity Increase:** Guardrail design issues were brought to the attention of the Engineer on Wednesday, 10-05. The Engineer supplied data on quantity and materials changes on Friday, 10-07 delaying installation until Monday, 10-10. **Loss of 1 Day.**
- **Additional Retaining Wall Installations:** As part of the guardrail design revision, additional modular block walls were needed behind the guardrail ends. This work took place on Tuesday, 10-11 and added one-half day to the Alternate #1 work. **Loss of 0.5 Days.**
- **Additional Work – Ultra Block Wall Installation:** As part of the trestle vicinity redesign, an Ultra Block wall was added. Plan sheets were provided on Monday, 10-10 with material delivery taking place on Tuesday 10-11 and installation taking place on Tuesday and Wednesday 10-11 and 10-12. Once these walls were installed, the excavation under the trestle could be completed. Work originally scheduled for 10-03 and 10-04 was postponed until 10-12. **Loss of 8 Days.**

Interwest notified, through serial letter 003 (dated 10-05) and 004 (dated 10-07), the Engineer of our concerns regarding the impact of the delay issues as we proceeded through the closure period. To date no response to either letter has been received. Interwest's crews and subcontractors made every possible effort to work with the City of Sedro-Woolley and its representatives during these delay issues. These efforts include mobilizing in with 1 day notice (Wall Tech), delaying scheduled work with one day notice (CTE Construction), and moving up scheduled work by a day (Cemex). We are confident in asserting that our performance throughout the Alternate #1 work was exemplary and our efforts in the midst of the chaos should not have negative financial impacts to our company.

In addition, Interwest has not to date requested standby pay, additional mobilization pay for subcontractors, changes in unit prices or increased overhead compensation for the delays and design changes encountered. Crews were redirected to complete work in other areas of the project not associated with the Alternate #1 work. Every effort was made to remain productive and move the project forward during the design revision period.

Without the delays previously mentioned, Interwest would have achieved all four days of incentive money by opening SR20 by the end of the day Monday 10-10. Interwest had multiple pipe and excavation crews on site to minimize the time required to complete the planned work. Paving was completed on Thursday, 10-06 and if guardrail could have been completed along with the temp. striping on Friday, 10-07, only minor items of work would be left to complete on Monday before opening to traffic. Completion of the delayed trestle work which took place on Monday, Tuesday and Wednesday 10-10 thru 10-13 was the primary cause of the extended closure. Once the re-design process began Interwest's ability to control the schedule of the closure period and therefore our ability to maximize incentives was eliminated.

Furthermore, the City showed a lack of urgency in opening the road as early as possible. This was evident by the refusal of the City of Sedro-Woolley to authorize work on Saturday, 10-08 as requested on Friday 10-07. The City stated not enough notice as the reason for the refusal. The late request was a product of not receiving the revised trestle vicinity plans (Field Order 12) in a timely manner. A rough draft of the plans (preliminary plan sheets only) was not received until after 4:30 on Friday 10-07.

In conclusion, Interwest feels strongly that the preceding list of delays associated with added work, change of conditions, and delays caused by design revisions are beyond our control and therefore not our responsibility. We feel strongly that we acted in the best interest of the City of Sedro-Woolley are entitled to the compensation requested.

Please feel free to contact me with any questions or concerns you may have regarding this letter.

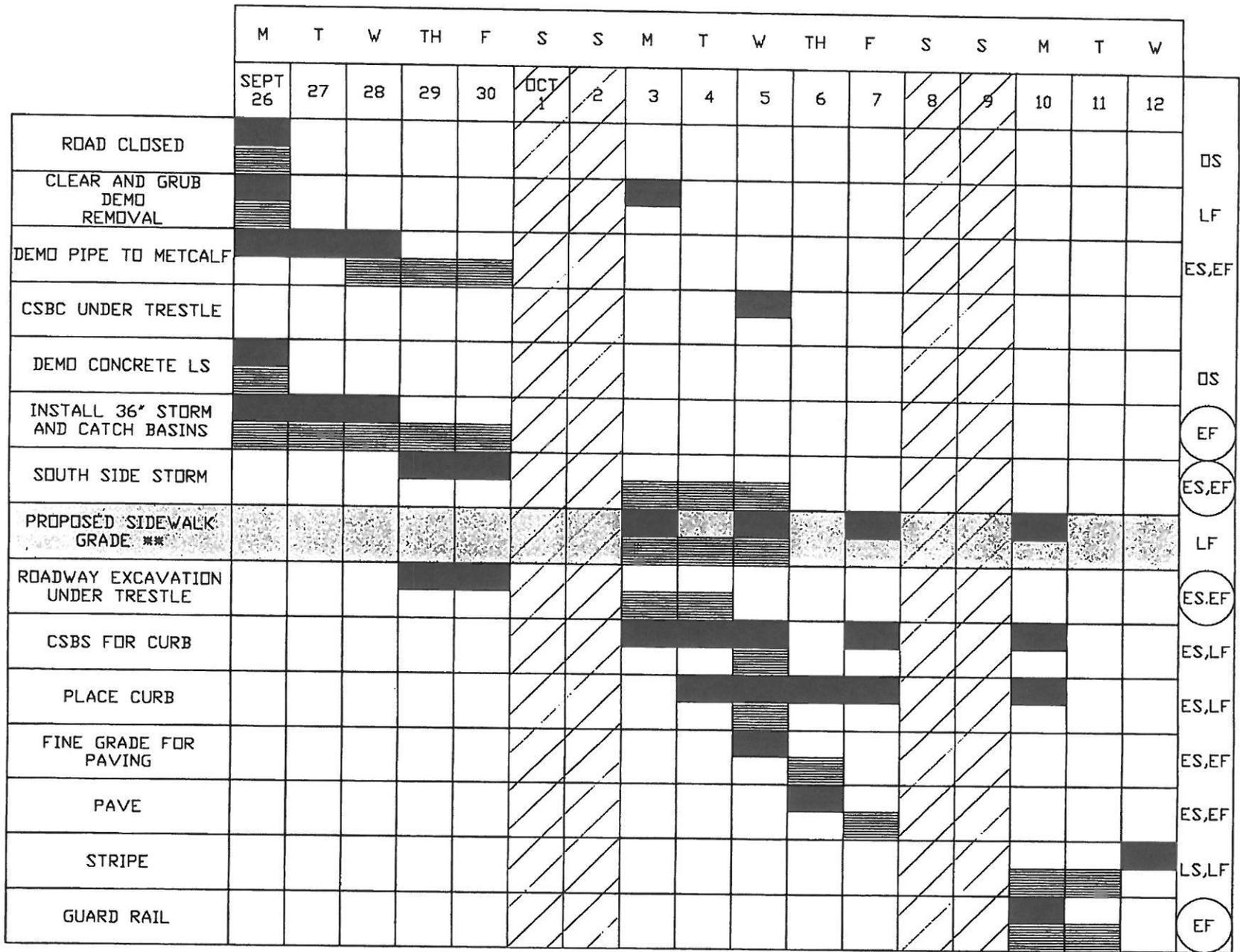
Respectfully Submitted,  
**INTERWEST CONSTRUCTION, INC.**



Dana Orbe, P.E.  
Project Manager / Estimator

CC      Project File  
         Eben Twaddle, Operations Manager





\*\*\* NOTE: NOT A CRITICAL PATH ITEM



ACTUAL WORK PERFORMED  
 SCHEDULED WORK (SEPT 15 SCHEDULE)  
 WEEKEND



CRITICAL PATH ITEMS IDENTIFIED IN ICI SERIAL LETTER 007

KEY  
 ES = EARLY START  
 EF = EARLY FINISH  
 LS = LATE START  
 LF = LATE FINISH  
 DS = ON SCHEDULE



CH' ICE ORDER 3  
ITEM 201

November 8, 2011

COP 007

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

RE: Formliner For Walls  
SR20, Metcalf to Township Lane Widening and Bicycle Pedestrian Improvements  
TIB Project # 8-2-126(008)-1

Mr. Freiberger:

Interwest Construction (Interwest) submits the following change order proposal for performing providing a Cascadian Stone Form Liner finish on retaining walls on both sides of Metcalf Street. This proposal totals \$6450.00.

Item	Description	Quantity	Unit	Price	Total
COP #7	Supply / Install Form Liner	440	SF	<del>\$5.00</del>	<del>\$6,450.00</del> 6,442.00 L3 Obj

Please feel free to contact me with any questions or concerns you may have regarding this proposal.

Respectfully Submitted,  
INTERWEST CONSTRUCTION, INC.

  
Dana Orbe, P.E.  
Project Manager / Estimator

CC Project File  
Eben Twaddle, Operations Manager

Acceptable. Please Proceed.

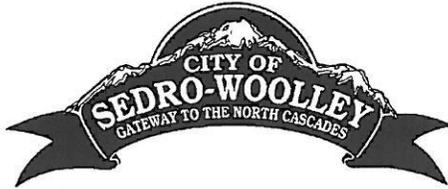


11/10/2011

Item	Description	Quantity	Unit	Price	Total
COP #7	Supply Form Liner	440	SF	\$5.25	\$2,310.00
COP #7	Labor to Construct Forms (SR Conc.)	40	HR	\$55.00	\$2,200.00
COP #7	Point & Patch Walls (SR Conc.)	12	HR	\$55.00	\$660.00
COP #7	Markup on Labor (29%)	1	LS	\$830.00	\$830.00
COP #7	Markup on Subcontractor (12%)	1	LS	\$442.00	\$442.00
	<b>Total Cost</b>				<b>\$6,442.00</b>

Notes

Original Price 10.50/SF



CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 14 2011

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

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf 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: **Change Order 5 Approval  
Contract 2011-PW-06 SR20, Metcalf to Township Lane Widening and  
Bicycle/Pedestrian Improvements Project  
Interwest Construction, Inc.**  
DATE: December 8, 2011 (for Council action December 14, 2011)

**ISSUE:**

Shall council approve Change Order 5 to the contract with Interwest Constuction, Inc. in the amount of \$28,410.00, and extending the project schedule by 6.5 working days?

**BACKGROUND/ DISCUSSION:**

Bid Items 82, 93 and 177 provided budget for force account work under the general description Repairs to Public and Private Facilities. This budget allowed for miscellaneous repairs and small changes done on a force account (time and material) basis. Due to numerous issues arising from existing utilities conflicting with the new storm drain, most on the north side of SR20, we have exceeded the budget for the Schedule A work under Item 82 by \$8,000 to date. We have also exceeded the budget amount for Schedule B Sewer by \$3,233 and for Alternate 1 by \$2,242. This Change Order adds budget for these three items to cover the overruns, plus provides additional budget to deal with anticipated work to complete the project.

In addition, the Schedule A force account work under Item 82 related to the utility conflicts has resulted in delay of the project. The delays to the storm drain installation on the north side of SR20 directly impact the schedule as the storm work is all critical path work. The contractor has requested 6.5 working days for the additional work. Analysis of the master Project Schedule supports the contractor's request. This extends the contract completion from 95 working days as of Change Order 1, to 111.5 working days. This will also revise the completion date from December 22, 2011 to January 4, 2012. The delay may impact actual completion further if weather conditions cause any further delay to completion of the work, most notably due to the anticipated closure of all area asphalt plants by December 16, 2011. If this occurs, this will be handled separately from this Change Order.

Funding for this additional work will be available for Schedule A and Alternate 1 Roadway work from TIB funds and local match. TIB will fund up to 15% over the bid construction budget on project close out. We remain well within this amount. Schedule B Sewer work is funded from Sewer Fund amounts, and remains within the overall budget plus contingency for the sewer schedule.

**ANALYSIS:**

Sufficient funds are available for the added work.

**MOTION:**

***Move to authorize Mayor Anderson to execute Change Order 5 to the contract with Interwest Construction Inc. in the amount of \$28,410, and extending the project schedule by 6.5 working days.***

# Change Order

Date 12/8/2011

Page 1 of 3 Pages

Contract Number 2011-PW-06 Federal Aid Number TIB Project No. 8-2-126(008)-1

Contract Title SR20, Metcalf to Township Lane Widening and Bicycle Improvements Project

Change Order Number 5

Prime Contractor Interwest Construction, Inc.

Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor

Endorsed By	Surety Consent
Contractor	Attorney on Fact
Date	Date

Original Contract Amount 2,419,196.55

Current Contract Amount 2,619,405.48

Estimated Net Change This Order 28,410.00

Estimated Contract Total After Change 2,647,815.48

<input checked="" type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  Project Engineer <u>12/9/2011</u> Date	Approved Approving Authority per C.A. Agreement Date
<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved By Date	Other Approval When Required Signature      Date Representing

**SR20, Metcalf to Township Lane Widening  
 & Bicycle/Pedestrian Improvements Project  
 P2011-PW-06  
 TIB Project No. 8-2-126(008)-1  
 Interwest Construction, Inc.  
**Change Order 5**  
 Prepared by: Mark A. Freiburger, PE  
 December 8, 2011**

**Description & Justification**

This change order increases the budget for Force Account items under Items 82 Repair Public and Private Facilities, Schedule A, Item 93 Repair Public and Private Facilities, Schedule B Sewer, and Item 177, Repair Public and Private Facilities, Alternate 1.

Reference Field Order #1 dated 7/29/2011.

The following Bid Items are deleted/modified from the contract:

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	PAY UNIT	UNIT PRICE	TOTAL CHANGE
<b>Total Deleted Items</b>					-

The following Bid Items are added/modified to the contract:

82	Repair Public and Private Facilities Schedule A	1	EST	18,000.00	18,000.00
93	Repair Public and Private Facilities Schedule B Sewer	1	EST	5,000.00	5,000.00
177	Repair Public and Private Facilities Schedule Alternate 1	1	EST	5,000.00	5,000.00
<b>Subtotal Added Items</b>					<b>28,000.00</b>
<b>Sales Tax on Sch B at 8.2%</b>					<b>410.00</b>
<b>Total Added Items</b>					<b>28,410.00</b>
Original Contract Total					2,419,196.55
Current Contract Total (with previous Change Orders)					2,619,405.48
<b>Estimated Net Change this Order</b>					<b>28,410.00</b>
Current Contract Total					2,647,815.48

**Additional Justification**

Item 82 Repair Public and Private Facilities, Schedule A Roadway, is increased to allow for Field Orders 52 through 83, which add work under Force Account for delays and standby associated with existing utility conflicts encountered on the north side of SR20 during storm drain installation, totaling approximately \$8,000. In addition, we anticipate additional force account of approximately \$10,000 to match new sidewalks to existing driveways and private sidewalks on the north side of the project. The total increase for Item 82 is \$18,000, for a new item total of \$45,000.

Item 93 Repair Public and Private Facilities, Schedule B Sewer, is increased to allow for Field Orders 52, 56 and 57, which includes force account work to fill an existing void under SR20 related to the existing sewer main crossing at Puget, and additional asphalt removal and patching and connection to sewer mains for services located on the north side of SR20, totaling approximately \$3,300. In addition, we anticipate additional force account work of approximately \$1,700 to complete the Schedule B work. The total increase for Item 93 is \$5,000, for a new item total of \$7,000.

Item 177 Repair Public and Private Facilities, Alternate 1 Work West of Metcalf Street, is increased to allow for Field Orders 35 and 36, which includes force account work to complete the improvements for Alternate 1 and Change Order 1, including fabrication and installation of a special lid for a catch basin to deal with grade issues and replacement of sod lawn in front of Les Schwab tire associated with Change Order 1, totaling approximately \$2,200. In addition, we anticipate additional force account work of approximately \$2,800 to complete the Alternate 1 work, including adding landscaping replacement at one residence. The total increase for Item 177 is \$5,000, for a new item total of \$27,100.

SR20, Metcalf to Township Lane Widening  
& Bicycle/Pedestrian Improvements Project  
P2011-PW-06  
TIB Project No. 8-2-126(008)-1  
Interwest Construction, Inc.  
**Change Order 5**  
Prepared by: Mark A. Freiburger, PE  
December 8, 2011

**Materials Requirements**

Materials requirements are per the Standard Specifications for applicable items of work unless otherwise shown.

**Construction Requirements**

Construction requirements are per the Standard Specifications for applicable items of work unless otherwise shown.

**Measurement**

As shown per bid item above.

**Payment**

As shown per bid item above.

**Contract Time**

The contractor has documented critical path schedule impacts associated with Field Orders 37 through 63 related to utility conflicts that impacted installation of the new storm drain on the north side of SR20. See attached Serial Letter 16 dated November 10, 2011 requesting 3 working days and Serial Letter 18 dated November 18, 2011 requesting 3.5 working days, for a total of 6.5 working days. Analysis of the baseline project schedule supports the request, as the storm drain work is identified as critical path for the north side work, and any delay impacts the completion date. The request for 6.5 working days is approved in this change order, revising the total time from 95 working days (as of Change Order 1) to 111.5 working days. The completion date is revised from December 22, 2011 (as of Change Order 1) to January 4, 2012.

**Exceptions and Disclaimers**

None.

**Waivers**

None.

**PE Stamp (If Required)**

Not applicable.



November 10, 2011

Serial Letter 016

Mark Freiberger, P.E.  
Director of Public Works  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro Woolley, WA98284

**RE: Additional Working Days**  
SR20, Metcalf to Township Lane Widening and Bicycle Pedestrian Improvements  
TIB Project # 8-2-126(008)-1

Mr. Freiberger:

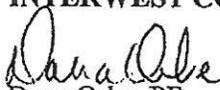
Interwest Construction (Interwest), requests additional working days for differing site conditions and utility conflicts that occurred between 10/31/2011 and 11/04/2011. This request totals 3 working days.

A summary of dates and issues are as follows:

Date	Issue	City FA #	Man Hours	Crew Hours
10/31/2011	Sewer Conflict	38	6	2
11/1/2011	Sewer Repair	39	5	2
11/1/2011	Sewer Repair	40	4.5	1.5
11/1/2011	CNG Conflict 9+00	41	14	5
11/1/2011	Potholing for Utilities	42	9	3
11/2/2011	Sewer Repair	43	3	1
11/3/2011	Frontier Conflict	44	9	3
11/4/2011	Frontier Conflict	45	12	4
11/4/2011	Patch HMA Potholing	46	8.5	2
Total Man Hours			71	23.5

These delays and creation of additional work removed Interwest's ability to efficiently perform contract work. Interwest requests an additional working days equivalent to the time lost performing non contract work. Therefore, an additional 3 working days is requested for the week of 10/31/2011 to 11/04/2011.

Respectfully Submitted,  
INTERWEST CONSTRUCTION, INC.

  
Dana Orbe, PE  
Project Manager

CC Project File  
Eben Twaddle, Operations Manager



November 18, 2011

Serial Letter 018

**Mark Freiberger, P.E.**  
Director of Public Works  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro Woolley, WA98284

**RE: Additional Working Days**  
SR20, Metcalf to Township Lane Widening and Bicycle Pedestrian Improvements  
TIB Project # 8-2-126(008)-1

Mr. Freiberger:

Interwest Construction (Interwest), requests additional working days for differing site conditions and utility conflicts that occurred between 11/7/2011 and 11/10/2011. This request totals 3.5 working days. A summary of dates and issues are as follows:

Date	Issue	City FA #	Man Hours	Crew Hours
11/7/2011	Stair Removal	47	6	2
11/7/2011	CNG Conflict	48	30.5	5
11/8/2011	Grading asphalt ramps	49	6	2
11/8/2011	CNG/Comcast Conflict	50	3	1.5
11/8/2011	Comcast conflict	51	8	2
11/8/2011	CNG Conflict	52	7.5	2.5
11/9/2011	CNG Conflict	53	2	1
11/9/2011	Frontier Conflict	54	10	2
11/9/2011	Void Under SR20	55	2.75	0.75
11/10/2011	Sewer Service Connect	56	8	2
11/10/2011	Frontier Conflict	57	4	2
11/10/2011	CNG Conflict	58	13.5	4.5
Total Man Hours			101.25	27.25

These delays and creation of additional work removed Interwest's ability to efficiently perform contract work. Interwest requests an additional working days equivalent to the time lost performing non contract work. Therefore, an additional 3.5 working days is requested for the week of 11/7/2011 to 11/10/2011.

Respectfully Submitted,  
INTERWEST CONSTRUCTION, INC.

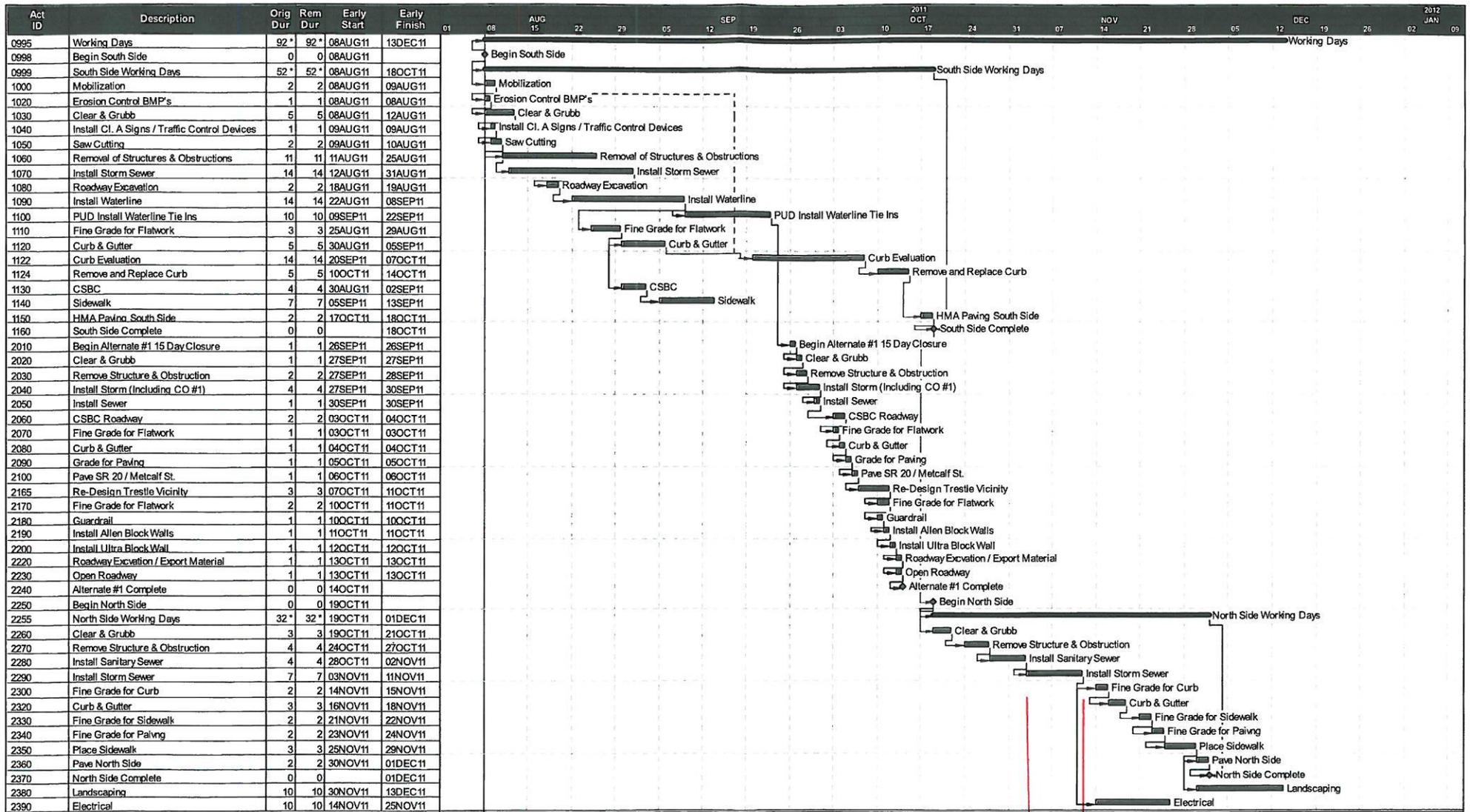
Dana Orbe, PE

Project Manager

CC

Project File

Eben Twaddle, Operations Manager

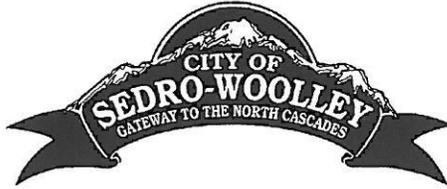


Start date 08AUG11  
 Finish date 13DEC11  
 Data date 08AUG11  
 Run date 13OCT11  
 Page number 1A  
 © Primavera Systems, Inc.

**Interwest Construction  
 SR20 Metcalf to Township**

- █ Early bar
- █ Progress bar
- █ Critical bar
- █ Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point

STORM DRAIN 7 WD  
 DELAY 6.5 WD



CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 14 2011

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

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 Professional Services Agreement No. 2011-PS-13 for Construction Phase Services for the SR20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvements Project**  
Reichhardt & Ebe Engineering, Inc.

DATE: December 8, 2011 (for Council action December 14, 2011)

**ISSUE**

Should Mayor Anderson execute the attached **Amendment 2** to Professional Services Agreement No. 2011-PS-13 dated July 14, 2011 with Reichhardt & Ebe Engineering, Inc. for additional construction phase engineering services totaling \$15,350.48 for the SR20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvements Project?

**BACKGROUND/DISCUSSION**

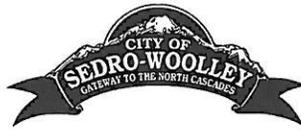
Attached is the proposed Amendment 2 to Professional Services agreement 2011-PS-13. This amendment is for additional construction phase services for the SR20 Widening Project. Since Amendment 1 was issued on 11/23/2011, six additional Field Orders and three Change Orders have been issued, plus continuing quality control issues. This work has resulted in additional time for the R&E project manager, project engineer, project inspector and clerical support. This additional work has been documented in a detailed spreadsheet which is summarized in the attached Supplement.

The CM budget is limited by the total reimbursement available for the Schedule A and Alternate 1 work from TIB of 25% of the construction contract for both design and construction engineering. The design work totaled 12.3% of construction, leaving 12.7% for construction management. The city budgeted 1.3% for staff, leaving 11.4% for R&E CM. The original CM budget was at this figure.

At this point, the impact of the field order and change order work on the total Schedule A/Alternate 1 work is not completely known. Field Orders have added \$20,125.52 in unit quantity work that is not by change order. Force Account work has exceeded the budgeted amounts at this point, which is being addressed by Change Order 5. Change Order 1 added \$146,271 for the storm drain replacement west of the BNSF trestle, and added 5 working days to the schedule. Change Orders 2 through 4 added \$56,437.93 for miscellaneous items. Change Order 5 increases the budget for Force Account work by \$28,000 and adds 6.5 working days to the schedule. Overall, we anticipate at least \$251,000 will be added to the contract. We anticipate that unit quantity overruns will add to this number somewhat. The value of the CM associated with this additional work is approximately \$43,750. R&E's requests to date total \$37,153, which remains within this additional work allowance.

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Supplemental Agreement 2 to Professional Services Agreement No. 2011-PS-13 dated July 14, 2011 with Reichhardt & Ebe Engineering, Inc. for additional construction phase engineering services totaling \$15,350.48 for the SR20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvements Project.***



**AMENDMENT NO. 2**

To the PROFESSIONAL SERVICES AGREEMENT No. 2011-PS-13  
Dated July 14, 2011  
Between The City of Sedro-Woolley, Washington  
And Reichhardt & Ebe Engineering, Inc.

This Amendment revises the above contract as follows:

**Section 3 Time of Performance** is revised as follows:

The service of the Contractor is to be completed not later than **July 31, 2012**.

**Section 6 Compensation and Schedule of Payments** is revised as follows:

Cost not to exceed **\$296,400.32** without prior approval of the Director of Public Works/City Engineer.

All other terms and conditions remain as per the original agreement.

DATED this **15th** day of **December, 2011**.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By: \_\_\_\_\_  
Mike Anderson, Mayor

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

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

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

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

November 14, 2011

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

**Subject: Supplement 3 for Additional Services:**  
**SR20, Metcalf Street to Township Lane Widening and Bicycle/Pedestrian Improvements Project**

Mr. Freiberger,

As you are aware, over the previous months R&E has performed additional services above and beyond the originally agreed upon scope of work anticipated for this project. R&E hopes that the additional costs associated with the Not-in-Scope (N.I.S.) work performed will not exceed the original total budget amount for our services however, at this time it cannot be determined if this will be the case. The following is a summary of the N.I.S. costs incurred by R&E we are aware of at this time:

**N.I.S Work**

AMD 1	{	Supplement Request 1: Start to August 31, 2011 .....	\$8,004.44	8,031.47	Core.
		Supplement Request 2: Sept. 1, 2011 to Sept. 30, 2011 .....	<del>\$13,696.79</del>	13,771.16	"
AMD 2		Supplement Request 3: Oct. 1, 2011 to Oct. 31, 2011 .....	<del>\$13,179.21</del>	15,350.48	"
		<i>TOTAL N.I.S. (Start to Oct. 31, 2011)</i>	<del>\$34,880.44</del>	37,153.11	
		R&E original contract amount.....	\$259,247.20	259,247.20	
		New Contract Amount: .....	\$294,127.64	296,400.22	

W.E.  
12/7/11

As indicated in section 5 of the City's professional services agreement, these additional costs are being provided for your approval. A detailed man-hour break-down of the Not-in-Scope (N.I.S.) work performed has is attached to assist you with your review. If you desire additional information regarding this request, feel free to contact my office and we will be happy to assist you.

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

Respectfully,



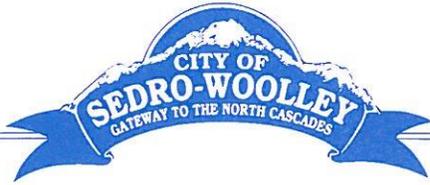
Cody R. Hart P.E.  
 Reichhardt & Ebe Engineering

R&E INHOUSE REPORT ONLY - NOT SENT TO CLIENT  
09022.3 SR 20  
Invoiced to Date

Type	Invoice Date	Num	Date Worked	Memo	City	Amount	NIS 07/31/11 Inv 22083-C	NIS 08/31/11 Inv 22742-C	NIS 09/30/11 Inv 22815	NIS 10/31/11 Inv 21785	
<b>GRAND TOTAL LABOR HRS BILLED</b>						(1,637.25)	(124,512.83)	(584.33)	(7,447.14)	(13,771.16)	(11,047.98)
Invoice	08/30/11	22785	08/30/11	GeoTest Services Inv 25152		(1.00)	(4,473.00)				
							(4,473.00)	0.00	0.00	0.00	0.00
Invoice	07/31/11	22683 - C	07/31/11	Herman Traffic Engineers Inv 5010		(1.00)	(240.00)				
Invoice	08/31/11	22742 - C	08/31/11	Herman Traffic Engineers Inv 5017		(1.00)	(600.00)				
Invoice	08/30/11	22785	08/30/11	Herman Traffic Engineers Inv 5020		(1.00)	(840.00)				
			10/31/11	Herman Traffic Engineers Inv 5022		(1.00)	(1,200.00)				
							(2,880.00)	0.00	0.00	0.00	0.00
Invoice	08/31/11	22742 - C	08/31/11	Lisser & Associates Inv 5817		(1.00)	(453.75)				
Invoice	08/31/11	22742 - C	08/31/11	Lisser & Associates Inv 5802		(1.00)	(14,848.26)				
Invoice	09/30/11	22785	09/30/11	Lisser & Associates Inv 5808		(1.00)	(7,070.50)				
			10/31/11	Lisser & Associates Inv 5809 - original contract charges		(1.00)	(3,000.25)				
			10/31/11	Lisser & Associates Inv 5809 - NIS #2 - 9.11.5 - Curb & Gutter Evaluation		(1.00)	(1,150.25)			(1,150.25)	
			10/31/11	Lisser & Associates Inv 5809 - NIS #3 - 9.11.4 - C.O. #1		(1.00)	(2,240.25)			(2,240.25)	
							(29,565.25)	0.00	0.00	0.00	(3,402.50)
<b>SUBTOTAL SUBCONTRACTORS</b>							(38,918.85)	0.00	0.00	0.00	(3,402.50)
Invoice	08/31/11	22742 - C	08/31/11	Prep for City SWPPP - 11x17 - \$2.70		(1.00)	(2.70)				
Invoice	08/31/11	22742 - C	08/31/11	Prep for City Weekly meeting agenda/minutes - \$1.65		(1.00)	(1.65)				
							(4.35)	0.00	0.00		
							(4.35)	0.00	0.00		
Invoice	08/31/11	22742 - C	08/31/11	Contractor Orientation - 07/18/11		(1.00)	(33.00)				
							(33.00)	0.00	0.00		
Invoice	05/31/11	22742 - C	08/11/11	Contractor Orientation - 08/18		(1.00)	(11.00)				
							(11.00)	0.00	0.00		
							(44.00)	0.00	0.00		
Invoice	08/31/11	22742 - C	08/31/11	Construction Mgmt Binders and Supplies - 141.35		(1.00)	(141.35)				
							(141.35)	0.00	0.00		
<b>SUBTOTAL EXPENSE</b>							(189.70)	0.00	0.00	0.00	0.00
<b>SUBTOTAL SUBS &amp; EXPENSE</b>							(37,108.55)	0.00	0.00	0.00	(3,402.50)
<b>TOTAL ALL</b>							(161,621.38)	(584.33)	(7,447.14)	(13,771.16)	(15,350.48)
Invoice	07/31/11	22683 - C	07/31/11				19,129.74	(584.33)			
Invoice	08/31/11	22742 - C	08/31/11				50,258.91	(7,447.14)			
Invoice	09/30/11	22785	09/30/11				41,505.45		(13,771.16)		
Invoice	10/31/11	22815	10/31/11							(15,350.48)	
<b>TOTAL INVOICES TO DATE</b>							161,621.38	(584.33)	(7,447.14)	(13,771.16)	(15,350.48)
								(8,031.47)	(21,802.63)		
ORIGINAL CONTRACT							259,247.21				
SUPPLEMENT 1 REQUEST TO 8/31/11							8,051.47	584.33	7,447.14		
SUPPLEMENT 2 REQUEST TO 9/30/11						21,802.63	13,771.16		13,771.16		
SUBTOTAL THRU SA 2 = AMENDMENT 1 (USED RE TOTAL \$280,948.43)							281,049.84				
SUPPLEMENT 3 REQUEST TO 10/31/2011						37,153.11	15,350.48			15,350.48	
UPDATED CONTRACT TOTAL							296,400.32				

DEC 14 2011

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



SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

UNFINISHED  
BUSINESS

DEC 14 2011

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

# Memorandum

**To:** Mayor Anderson and City Council  
**From:** Patsy Nelson   
**Date:** 12/08/11  
**Re:** 2012 Budget Ordinance (third reading)

---

**ISSUE:** Should the Council approve the 2012 Budget as presented?

**BACKGROUND:** The Mayor's 2012 Preliminary Budget was presented and discussed at the November 2 and December 7 Worksessions as well as the November 9 & 22 Council meetings with a public hearing held on November 22.

Changes were made to the original preliminary budget document as a result of collective bargaining. AFSCME members reduced their 3.15% COLA per the current contract to 1% in 2012 in order to preserve positions which were scheduled to be eliminated. Guild members will receive a 2.0% COLA partially funded with adjustments to medical insurance coverage. Other cost reductions were made in order to arrive at minimum ending fund balances which enable the City to pay its vendors in a timely manner. Also a TIB paving grant was added since the December Worksession. All funds are balanced.

**RECOMMENDATION:** Move to approve Ordinance No. \_\_\_\_\_-11, an Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2012.

ORDINANCE NO. -11

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2012.

WHEREAS, the Mayor of the City of Sedro-Woolley, Washington, completed and placed on file with the City Finance Director, a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses for the City of Sedro-Woolley for the fiscal year ending December 31, 2012, and a notice was published that the Sedro-Woolley City Council would meet on the 22nd day of November, 2011, at the hour of 7:00 P.M., at the Sedro-Woolley City Hall, for the purpose of making and adopting a budget for the year 2012, and giving taxpayers within the city limits of Sedro-Woolley an opportunity to be heard upon said budget; and

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

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

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

Section 1. The budget for the City of Sedro-Woolley, Washington, for the year 2012 is hereby adopted at the fund level in its final form and content as set forth in the document entitled City of Sedro-Woolley 2012 Annual Budget, three copies of which are on file in the Office of the Finance Director.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2012 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2012 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	4,792,222
101 PARKS FUND	734,989
102 CEMETERY FUND	139,728
103 STREET FUND	735,854
104 ARTERIAL STREET FUND	1,240,689
105 LIBRARY FUND	391,775
106 CEMETERY ENDOWMENT FUND	114,796
107 RESERVE FOR CITY PARKS FUND	3,603
108 STADIUM FUND (HOTEL/MOTEL)	46,133
109 SPECIAL INVESTIGATIONS FUND	12,954
111 DOG FUND	751
113 PATHS AND TRAILS FUND	41,876
205 G/O BOND REDEMPTION FUND 2008	291,516
206 G/O BOND 2008 RESERVE FUND	155,850
230 G/O BOND 1996 REDEMPTION FUND	286,607
302 RESERVE FOR CURRENT EXPENSE CAPITAL FUND	423,358
303 FACILITIES MAINTENANCE RESERVE FUND	128,808
310 MITIGATION RES FOR POLICE FUND	63,007
311 MITIGATION RES FOR PARKS FUND	118,111
312 MITIGATION RES FOR FIRE FUND	22,831
332 PWTF SEWER CONSTRUCTION FUND	314,600
401 SEWER OPERATIONS FUND	3,382,492
402 RESERVE FOR SEWER OPERATIONS FUND	563,381
407 98 SEWER REV BOND REDEPTION FUND	785,027
410 RESERVE FOR SEWER FACILITES FUND	2,338,589
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,953,286
413 SOLID WASTE RATE STABILIZATION FUND	115,369
425 STORMWATER FUND	457,363
501 EQUIPMENT REPLACEMENT FUND	968,342
621 SUSPENSE (SWSD)	41,950
TOTAL ALL FUNDS	21,042,339

Section 3. The City Finance Director is directed to transmit a certified copy of the budget hereby adopted to the Association of Washington Cities.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 14<sup>th</sup> DAY OF DECEMBER, 2011.

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

ATTEST:

\_\_\_\_\_  
Finance Director

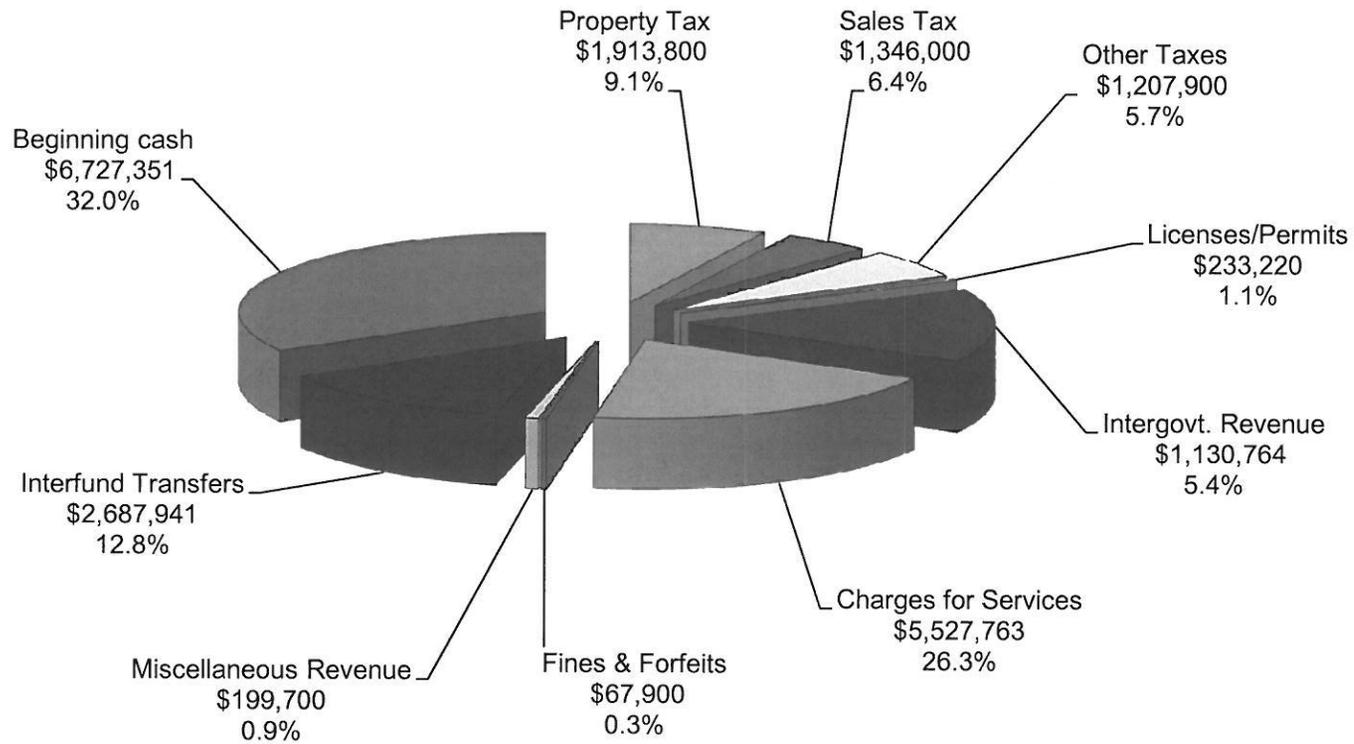
APPROVED AS TO FORM:

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

**City of Sedro-Woolley 2012 Revised Preliminary Budget  
Revenue Projections - All City Funds (by source)**

Fund Name	Property Tax	Sales Tax	Other Taxes	Licenses/ Permits	Intergovt. Revenue	Charges for Services	Fines Forfeits	Misc. Revenue	Interfund Transfers	Beginning Cash	Total
General	840,350	1,135,500	898,900	220,220	511,785	96,085	62,700	14,100	395,800	616,782	4,792,222
Parks	410,250	40,000	-	-	-	40,700	-	20,350	149,300	74,389	734,989
Cemetery	57,000	-	-	13,000	-	60,000	-	180	-	9,548	139,728
Streets	154,400	170,500	-	-	221,000	-	-	140	140,000	49,814	735,854
Arterial Streets	-	-	-	-	163,825	320,200	-	500	314,600	441,564	1,240,689
Library	246,800	-	-	-	8,211	6,300	5,200	75	80,000	45,189	391,775
Cemetery Endowment	-	-	-	-	-	1,800	-	-	-	112,996	114,796
Cummulative Reserve - Parks	-	-	-	-	-	-	-	500	-	3,103	3,603
Lodging Tax (Tourism)	-	-	29,000	-	-	-	-	50	-	17,083	46,133
Special Investigations	-	-	-	-	-	-	-	50	-	12,904	12,954
Dog Fund	-	-	-	-	-	-	-	750	-	1	751
Paths & Trails	-	-	-	-	1,100	-	-	60	-	40,716	41,876
2008 GO Bond	-	-	200,000	-	-	-	-	450	-	91,066	291,516
2008 GO Bond Reserve	-	-	-	-	-	-	-	-	-	155,850	155,850
1996 GO Bond	205,000	-	-	-	-	-	-	250	-	81,357	286,607
Current Expense Reserve	-	-	80,000	-	-	-	-	400	162,000	180,958	423,358
Facilities Maintenance Reserve	-	-	-	-	-	213	-	120	55,000	73,475	128,808
Police Mitigation Reserve	-	-	-	-	-	61,500	-	35	-	1,472	63,007
Parks Impact Fees	-	-	-	-	-	-	-	190	-	117,921	118,111
Fire Impact Fees	-	-	-	-	-	8,100	-	20	-	14,711	22,831
Sewer Construction - PWTF	-	-	-	-	127,185	-	-	-	-	187,415	314,600
Sewer Operations	-	-	-	-	-	3,040,950	-	37,200	-	304,342	3,382,492
Sewer Operations Reserve	-	-	-	-	-	-	-	725	75,000	487,656	563,381
Sewer Debt Service	-	-	-	-	-	2,000	-	1,350	450,000	331,677	785,027
Sewer Facilities Reserve	-	-	-	-	-	6,630	-	3,500	476,241	1,852,218	2,338,589
Sewer Bond Reserve	-	-	-	-	-	-	-	-	-	376,482	376,482
Solid Waste Operations	-	-	-	-	-	1,558,285	-	76,575	-	318,426	1,953,286
Solid Waste Rate Stabilization	-	-	-	-	-	-	-	100	25,000	90,269	115,369
Stormwater	-	-	-	-	97,658	325,000	-	1,280	-	33,425	457,363
Suspense (SWSD)	-	-	-	-	-	-	-	40,000	-	1,950	41,950
Equipment Replacement & Fleet	-	-	-	-	-	-	-	750	365,000	602,592	968,342
<b>TOTAL</b>	<b>1,913,800</b>	<b>1,346,000</b>	<b>1,207,900</b>	<b>233,220</b>	<b>1,130,764</b>	<b>5,527,763</b>	<b>67,900</b>	<b>199,700</b>	<b>2,687,941</b>	<b>6,727,351</b>	<b>21,042,339</b>

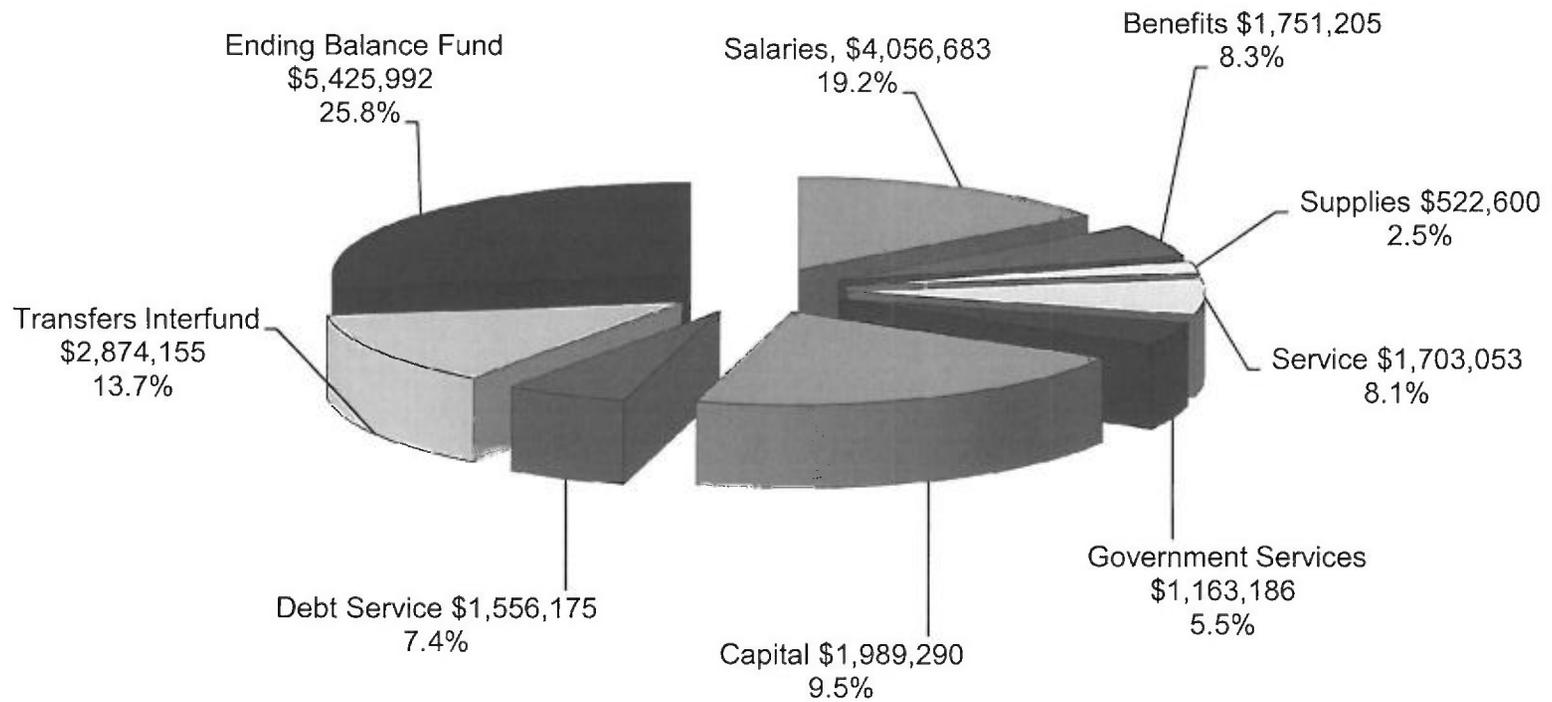
**2012 Revised Preliminary  
Revenue Projections  
All City Funds by source  
\$21,042,339**



**City of Sedro-Woolley 2012 Revised Preliminary Budget  
Expenditures by Category - All Funds**

<b>Fund Name</b>	<b>Salaries</b>	<b>Benefits</b>	<b>Supplies</b>	<b>Service Charges</b>	<b>Gov't Services</b>	<b>Capital</b>	<b>Debt Service</b>	<b>Transfers Interfund</b>	<b>End. Fund Balance</b>	<b>Total</b>
General	2,274,883	897,745	136,500	549,611	303,876	124,105	113,975	7,985	383,542	4,792,222
Parks	196,000	109,035	37,600	168,000	900	69,000	-	95,680	58,774	734,989
Cemetery	59,000	29,600	12,300	12,525	2,000	-	-	12,550	11,753	139,728
Streets	148,600	78,660	47,200	232,750	60	75,000	-	94,675	58,909	735,854
Arterial Streets	-	-	-	-	3,200	782,785	-	-	454,704	1,240,689
Library	167,000	43,790	4,000	52,225	150	9,800	-	80,000	34,810	391,775
Cemetery Endowment	-	-	-	-	-	100,000	-	-	14,796	114,796
Cummulative Reserve - Parks	-	-	-	-	-	3,000	-	-	603	3,603
Lodging Tax (Tourism)	-	-	-	39,200	-	-	-	-	6,933	46,133
Special Investigations	-	-	-	1,000	-	10,000	-	-	1,954	12,954
Dog Fund	-	-	500	-	-	-	-	-	251	751
Paths & Trails	-	-	-	-	-	5,000	-	-	36,876	41,876
2008 GO Bond	-	-	-	-	-	-	150,550	55,000	85,966	291,516
2008 GO Bond Reserve	-	-	-	-	-	-	-	-	155,850	155,850
1996 GO Bond	-	-	-	-	-	-	215,300	-	71,307	286,607
Current Expense Reserve	-	-	-	-	-	-	-	307,000	116,358	423,358
Facilities Maintenance Reserve	-	-	-	-	-	-	-	15,000	113,808	128,808
Police Mitigation Reserve	-	-	-	-	-	-	-	-	63,007	63,007
Parks Impact Fees	-	-	-	5,000	-	-	-	45,000	68,111	118,111
Fire Impact Fees	-	-	-	-	-	-	-	22,800	31	22,831
Sewer Construction - PWTF	-	-	-	-	-	-	-	314,600	-	314,600
Sewer Operations	638,500	305,435	144,000	458,635	80,500	362,000	-	1,118,366	275,056	3,382,492
Sewer Operations Reserve	-	-	-	-	-	75,000	-	-	488,381	563,381
Sewer Debt Service	-	-	-	-	-	-	453,000	-	332,027	785,027
Sewer Facilities Reserve	-	-	-	-	-	-	623,350	418,514	1,296,725	2,338,589
Sewer Bond Reserve	-	-	-	-	-	-	-	-	376,482	376,482
Solid Waste Operations	352,700	177,305	127,500	124,225	718,000	40,000	-	256,435	157,121	1,953,286
Solid Waste Rate Stabilization	-	-	-	-	-	-	-	-	115,369	115,369
Stormwater	185,500	95,050	10,000	59,882	14,500	1,600	-	30,550	60,281	457,363
Suspense (SWSD)	-	-	-	-	40,000	-	-	-	1,950	41,950
Equipment Replacement & Fleet	34,500	14,585	3,000	-	-	332,000	-	-	584,257	968,342
<b>TOTAL</b>	<b>4,056,683</b>	<b>1,751,205</b>	<b>522,600</b>	<b>1,703,053</b>	<b>1,163,186</b>	<b>1,989,290</b>	<b>1,556,175</b>	<b>2,874,155</b>	<b>5,425,992</b>	<b>21,042,339</b>

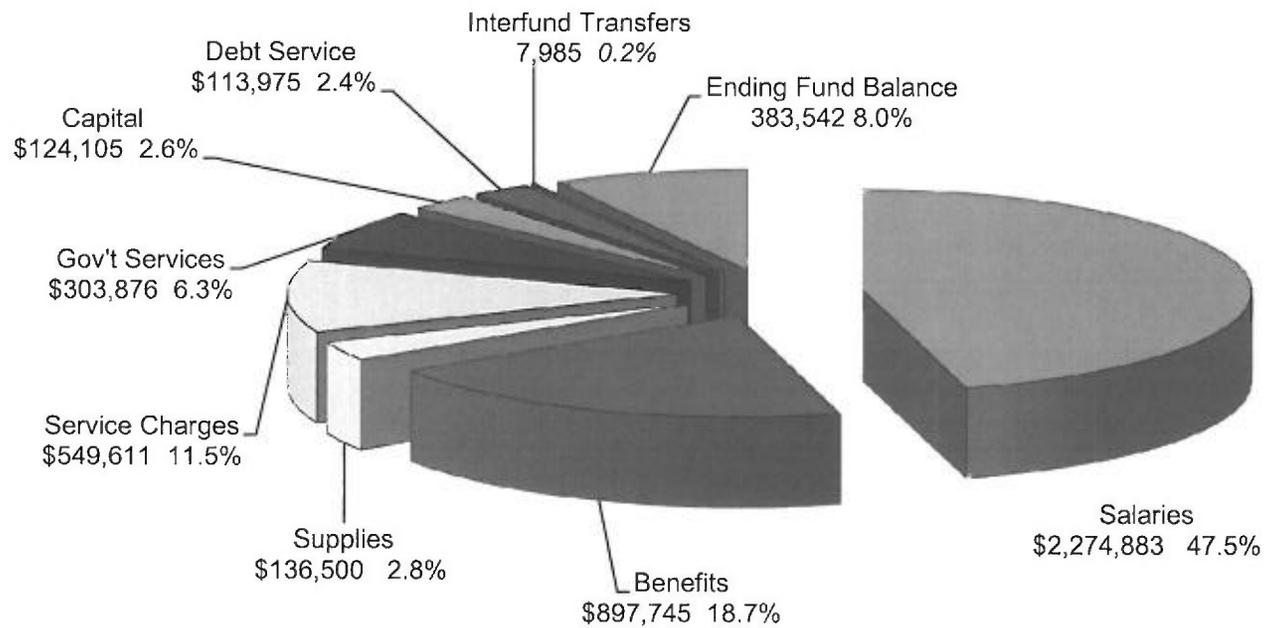
**2012 Revised Preliminary  
All Funds  
Expenditures - by Purpose  
\$21,042,339**



**City of Sedro-Woolley 2012 Revised Preliminary Budget  
Expenditures by Category - General Fund Departments**

<b>Department Name</b>	<b>Salaries</b>	<b>Benefits</b>	<b>Supplies</b>	<b>Service Charges</b>	<b>Gov't Services</b>	<b>Capital</b>	<b>Debt Service</b>	<b>Transfers Interfund</b>	<b>Total</b>	<b>%</b>
Legislative	42,000	3,350	5,350	7,000	11,200	-	-	-	68,900	1.44%
Judicial	37,125	6,200	3,500	80,876	14,725	2,000	-	-	144,426	3.01%
Executive	57,800	18,795	500	32,000	-	-	-	-	109,095	2.28%
Finance	54,750	32,185	10,000	54,890	-	1,000	-	-	152,825	3.19%
Legal	17,500	7,625	100	45,400	1,400	-	-	-	72,025	1.50%
Civil Service	-	-	250	3,000	-	-	-	-	3,250	0.07%
Information Technologies	49,800	14,055	2,700	21,000	-	12,000	-	-	99,555	2.08%
Central Services	-	-	3,600	5,000	-	-	-	7,985	16,585	0.35%
Planning	100,160	39,015	1,500	11,700	5,015	8,600	-	-	165,990	3.46%
Engineering	63,500	26,610	3,000	25,950	-	3,000	-	-	122,060	2.55%
Police	1,317,188	601,185	52,500	138,310	202,271	21,000	-	-	2,332,454	48.67%
Fire	457,000	114,865	52,500	118,110	-	75,905	113,975	-	932,355	19.46%
Building	78,060	33,860	1,000	6,375	-	600	-	-	119,895	2.50%
Emergency Services	-	-	-	-	21,000	-	-	-	21,000	0.44%
Pollution Control	-	-	-	-	3,514	-	-	-	3,514	0.07%
Economic Development	-	-	-	-	2,000	-	-	-	2,000	0.04%
Aging	-	-	-	-	20,441	-	-	-	20,441	0.43%
Public Health	-	-	-	-	22,310	-	-	-	22,310	0.47%
Ending Fund Balance									383,542	8.00%
<b>TOTAL</b>	<b>2,274,883</b>	<b>897,745</b>	<b>136,500</b>	<b>549,611</b>	<b>303,876</b>	<b>124,105</b>	<b>113,975</b>	<b>7,985</b>	<b>4,792,222</b>	<b>100.00%</b>

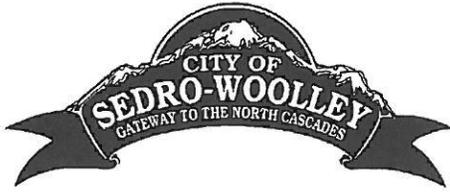
**2012 Revised Preliminary  
Expenditures by Category  
General Fund Departments  
\$4,792,222**



City of Sedro-Woolley  
 2011 / 2012 Budget Comparisons  
 (Not Including Ending Fund Balances)

	2011 BUDGET	2012 BUDGET	Increase (Decrease)	% Change
<b>001 GENERAL FUND</b>				
11 Legislative	69,702	68,900	-802	-1%
12 Judicial	140,659	144,426	3,767	3%
13 Executive	96,295	109,095	12,800	13%
14 Finance	148,467	152,825	4,358	3%
15 Legal	72,390	72,025	-365	-1%
16 Civil Service	3,250	3,250	0	0%
17 IT	102,239	99,555	-2,684	-3%
18 Central Services	9,004	16,585	7,581	84%
19 Planning & Community Development	211,628	165,990	-45,638	-22%
20 Engineering	147,663	122,060	-25,603	-17%
21 Police	2,402,712	2,332,454	-70,258	-3%
22 Fire	897,872	932,355	34,483	4%
24 Building	68,423	119,895	51,472	75%
25 Emergency Services	21,000	21,000	0	0%
31 Pollution Control	3,525	3,514	-11	0%
51 Economic Development	2,000	2,000	0	0%
55 Aging	20,441	20,441	0	0%
62 Public Health	38,076	22,310	-15,766	-41%
<b>TOTAL GENERAL FUND</b>	<b>4,455,346</b>	<b>4,408,680</b>	<b>-46,666</b>	<b>-1%</b>
101 Parks Fund	595,541	676,215	80,674	14%
102 Cemetery Fund	144,523	127,975	-16,548	-11%
103 Streets Fund	592,945	676,945	84,000	14%
104 Arterial Streets Fund	1,704,983	785,985	-918,998	-54%
105 Library Fund	392,519	356,965	-35,554	-9%
106 Cemetery Endowment Fund	100,000	100,000	0	0%
107 Parks Reserve Fund	8,600	3,000	-5,600	-65%
108 Hotel Motel Fund	48,000	39,200	-8,800	-18%
109 Special Investigations Fund	1,000	11,000	10,000	1000%
111 Dog Fund	0	500	500	#DIV/0!
113 Paths & Trails Fund	5,000	5,000	0	0%
205 2008 GO Bond	205,550	205,550	0	0%
206 2008 GO Bond Reserve	0	0	0	0%
230 G/O Rev Bond-1996 Fund	211,700	215,300	3,600	2%
302 Reserve for Current Exp Capital Fund	333,383	307,000	-26,383	-8%
303 Facilities Maintenance Reserve Fund	35,000	15,000	-20,000	0%
310 Police Mitigation Fund	10,000	0	-10,000	-100%
311 Park Impact Fees Fund	10,000	50,000	40,000	400%
312 Fire Impact Fees Fund	12,696	22,800	10,104	0%
330 Fire Station 2 Construction Fund	127,916	0	-127,916	0%
332 PWTF Sewer Construction Fund	500,000	314,600	-185,400	-37%
401 Sewer Operations Fund	3,295,415	3,107,436	-187,979	-6%
402 Sewer Operations Reserve Fund	75,000	75,000	0	0%
407 1998 Sewer Revenue Bond Fund	467,250	453,000	-14,250	-3%
410 Cumulative Reserve for Sewer Fund	851,241	1,041,864	190,623	22%
411 1998 Sewer Revenue Bond Reserve Fund	0	0	0	0%
412 Solid Waste Fund	1,818,295	1,796,165	-22,130	-1%
413 Solid Waste Rate Stabilization Fund	0	0	0	0%
425 Stormwater Fund	353,346	397,082	43,736	12%
501 ERR / Fleet Fund	87,454	384,085	296,631	339%
621 Suspense - SWSD	40,000	40,000	0	0%
<b>ALL FUNDS</b>	<b>16,482,703</b>	<b>15,616,347</b>	<b>-866,357</b>	<b>-5%</b>

NEW  
BUSINESS



CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 14 2011

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

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: **First Reading -Proposed Interlocal Cooperative Agreement between Skagit County and the City of Sedro-Woolley  
Re Use of former Sedro-Woolley Sub Flood Control Zone Assets**

DATE: December 8, 2011 (for Council review December 14, 2011)

**ISSUE**

Should the city enter into the proposed Interlocal Cooperative Agreement between Skagit County and the City of Sedro-Woolley?

**BACKGROUND/DISCUSSION**

See the attached draft Interlocal Cooperative Agreement between Skagit County and the City of Sedro-Woolley, and the attached map of the Sedro-Woolley Sub Flood Control Zone.

The Sedro-Woolley Sub Flood Control Zone (Zone) was created in 1971 to make certain improvements to the Brickyard Creek corridor and to provide for maintenance of the area by assessments to parcels contributing runoff to the creek. Annual assessments of parcels within the Zone have provided approximately \$20,000 per year for maintenance purposes. The creek was originally improved by Dike District 14 in 1935 or thereabouts. Over 75% of the contributing area of the Sedro-Woolley Sub Flood Control Zone lies within the existing city limits of Sedro-Woolley, and the bulk of Brickyard Creek lies within the city.

Over the past few years, Skagit County has moved to abolish districts such as the Sedro-Woolley Sub Flood Control Zone, replacing these with the county wide Drainage Utility administered by county Public Works. The county drainage utility cannot fund or maintain facilities within incorporated cities, and has negotiated with agencies to assume those responsibilities. City Public Works has been in discussion with county public works on this matter for several years. Our own Stormwater Management Plan recognizes the possible absorption of the zone by the city as a future need in order to better control urban flooding caused by improper maintenance of the creek. Staff has not been anxious to complete this process, as existing staffing is limited.

Skagit County proposes that the city assume maintenance responsibility for those portions of Brickyard Creek lying within the city. The County will maintain those portions of the creek outside of the city limits. Since the bulk of the creek lies within the city, this will leave the majority of the maintenance as city responsibility. The county has indicated that they will participate in project specific improvements to the creek using county drainage utility funds.

Skagit County by Resolution R20100322 dated September 20, 2011 abolished the Sedro-Woolley Sub Flood Control Zone (the Zone) on September 7, 2011, and at the request of the

city under Resolution R20100322 dated September 20, 2010 revised the effective date of abolition to December 31, 2011.

The Control Zone had assets totaling approximately \$268,616 that will be transferred to the county on abolition of the Zone. This balance was generated by assessments of county and city properties within the Zone, less annual maintenance costs. The county ceased assessments of city residents at the end of 2010, after which the city Stormwater Utility began assessments of these properties. The county now assesses former Zone parcels in the county under the county Drainage Utility; these funds are not available for maintenance use within the city limits.

The county proposes to make the Zone fund balance available to the City for maintenance and improvements to Brickyard Creek as described in Exhibit A of the Interlocal. In addition, the Interlocal will address transfer of physical assets that are currently the property of the Zone or Skagit County, including the Cultus Mountain Stormwater Pump Station and easements for operation and maintenance of Brickyard Creek. The present Interlocal makes the funds available on a reimbursable basis, with the unexpended funds included in the county fund balance.

Staff estimates that normal annual maintenance will include brush mowing and clearing, which has typically been subcontracted by the county at a cost averaging \$10,000 per year. In addition, the county has self performed a considerable amount of brush and tree removal and silt removal over the past two years, in an effort to bring the creek bed up to a maintainable level. The county has expended approximately \$30,000 per year over the past two years for this activity. Future annual costs should not reach the level of the past two years, as this work was necessitated by many years of neglect of the stream channel by the Zone. For budget purposes, Staff has assumed maintenance costs of approximately \$20,000 to \$30,000 per year, consisting of a mowing contract and miscellaneous channel maintenance expense. The work would be administered by the Sedro-Woolley Public Works Department as part of the Stormwater Utility.

The area of the former Zone within the city limits produces approximately \$15,000 in revenue through the Stormwater Utility, increasing to approximately \$22,500 after the 2012 rate increase goes into effect. The fund balance can be used to perform maintenance and improvements as noted above.

## **RECOMMENDATION**

As noted above, the Stormwater Management Plan recognizes the need for better maintenance and oversight of the Brickyard Creek as a means of reducing and controlling urban flooding within the city. Past neglect has caused backwater situations in recent years that have caused damage to residents, most recently during the fall/winter of 2008/2009. The county is not amenable to continuing operation of portions of the Zone within the city. It is therefore in the best interests of the city to assume control and maintenance of the creek, and to work closely with the county to maintain those portions outside of the city limits.

This is a first reading of the Interlocal for discussion purposes. Negotiations continue with the county to address certain concerns with the Interlocal. A final version is expected to be on the council agenda for the December 28, 2011 meeting.

DRAFT

After Recording Return to:

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

CITY COUNCIL  
WORKSESSION

DEC 07 2011

AGENDA ITEM     A    

INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN

SKAGIT COUNTY  
AND  
THE CITY OF SEDRO-WOOLLEY

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington municipal corporation ("City") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The City and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

**WHEREAS**, pursuant to RCW 86.15, the Sedro-Woolley Sub Flood Control Zone was abolished by the Skagit County Board of Commissioners (acting as Board of Supervisors for the Skagit County Flood Control Zone District) by Resolution No. R20100306, dated September 7, 2010; and

**WHEREAS**, pursuant to RCW 86.15, the date for abolishment of the Sedro-Woolley Sub-Flood Control Zone was established as December 31, 2011, by Resolution No. R20100322, dated September 20, 2010; and

**WHEREAS**, pursuant to Resolutions No. R20100306 and R20100322, and RCW 86.15.210, effective December 31, 2011, the assets of the Sedro-Woolley Sub-Flood Control Zone (including funds in the amount of approximately Two Hundred Sixty Eight Thousand Six Hundred Sixteen Dollars [\$268,616]) will be transferred from the Sedro-Woolley Sub-Flood Control Zone to the County to be used for flood control purposes (the "Sedro-Woolley Sub-Flood Funds"); and

**WHEREAS**, the parties recognize the mutual benefit of working jointly to fulfill common flood control needs and to achieve mutually beneficial solutions for regional flood control and related storm water drainage concerns; and

**WHEREAS**, pursuant to RCW 36.89.050, the County may provide funding for storm water control facilities located within the limits of a city, with the prior consent of such city; and

INTERLOCAL AGREEMENT

**WHEREAS**, County has determined that it would be beneficial to provide the Sedro-Woolley Sub-Flood Funds to the City to be used for flood control (and related storm water and drainage) purposes.

**NOW THEREFORE** in consideration of the foregoing and the mutual covenants herein, and pursuant to provisions of Chapter 39.34 RCW, **THE PARTIES HERETO DO HEREBY AGREE** as follows:

1. **PURPOSE:** The County shall provide the City with the Sedro-Woolley Sub-Flood Funds in the total amount not to exceed Two Hundred Sixty Eight Thousand Six Hundred Sixteen Dollars (\$268,616) to be used by the City for flood control (and related storm water management and drainage) purposes, as more particularly described pursuant to the terms of this Agreement to be performed by the City, and benefiting directly or indirectly properties within the former Sedro-Woolley Sub-Flood Control Zone.

2. **RESPONSIBILITIES:** The parties to this Agreement mutually agree as follows:

2.1 The City shall perform the flood control (and related storm water management) work and projects (as further described in Exhibit "A", attached hereto and incorporated by reference), and the County shall reimburse the City for such work with the Sedro-Woolley Sub-Flood Funds in the total amount not to exceed Two Hundred Sixty Eight Thousand Six Hundred Sixteen Dollars (\$268,616), pursuant to the terms of this Agreement. The parties agree that such reimbursement in the amount not to exceed Two Hundred Sixty Eight Thousand Six Hundred Sixteen Dollars (\$268,616) shall be for such flood control (and related storm water management) work and projects performed by the City on or after January 1, 2012. The parties recognize and agree that the County has no direct involvement in the flood control (and related storm water management) work and projects to be performed by the City, and that such flood control (and related storm water management) work and projects are to be designed, constructed, implemented, used, operated, managed by the City, at the City's expense and liability (as such work is not a County project). The County is not responsible for and shall be held harmless by the City from liability or damages arising from and/or related to the design, construction, implementation, use, operation, and/or maintenance of the flood control (and related storm water management) work and projects performed by the City.

2.2 As part of the flood control (and related storm water management) work and projects to be performed by the City, the City shall be responsible for the future use, operation, and maintenance of the Brickyard Creek corridor in its entirety (as located within the City of Sedro Woolley municipal limits) by performing mowing, brush removal, debris removal, cleaning, and any other applicable work on an annual basis.

2.3 Prior to beginning work, the City shall submit information to the County for any proposed flood control (and related storm water management) work and projects to be performed by the City, and the City must receive written approval of any such proposed flood control (and related storm water management) work and project(s) from the County's representative prior to initiation of any such project(s). Project information submittals from the City to the County shall include a conceptual scope, cost estimate, and estimated schedule in a format and content acceptable to the County.

2.4 Subsequent to written approval by the County (pursuant to Section 2.3), and upon actual completion, the County shall reimburse the City for expenses incurred on approved flood control (and related storm water management) work and projects, pursuant to Section 4. of this Agreement. Unless specifically stated to the contrary in this Agreement, the County is not otherwise obligated to provide any funds, or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement.

2.5 Effective January 1, 2012, the County hereby transfers to the City one Hydromatic Pump model S8F drainage pump and pump station (herein the "drainage pump"), located, on unopened County road right-of-way in Mountain View Estates near the west end of Sauk Mountain Drive, in Sedro-Woolley, Washington (additional information regarding the drainage pump and pumping station, including its location, is included at Exhibit "B", attached hereto and incorporated by reference) and all spare parts for the drainage pump. Upon transfer to the City, the County shall not be responsible or liable for the use, operation, maintenance of the drainage pump or pumping station. Upon transfer to the City, the electrical power supply to the drainage pump and pump station shall be the responsibility of the City. If necessary, the City and County shall reasonably cooperate to execute any further documentation needed to effectuate the transfer of the drainage pump and pumping station from the County to the City.

3. TERM OF AGREEMENT: The term of this Agreement shall commence upon mutual execution through December 31, 2020, unless sooner terminated pursuant to the terms herein, or until the entirety of the Sedro Woolley Sub-Flood Control Zone funds (in the total amount not to exceed Two Hundred Sixty Eight Thousand Six Hundred Sixteen Dollars (\$268,616) have been disbursed to the City by the County in accordance with the terms of this Agreement.

4. MANNER OF FINANCING: On or after January 1, 2012, the total available Sedro Woolley Sub-Flood Control Zone funds in the amount of Two Hundred Sixty Eight Thousand Six Hundred Sixteen Dollars (\$268,616) shall be used by the County to reimburse the City for completed approved flood control (and related storm water management) work and projects, in accordance with the terms of this Agreement. Contingent upon written approval by the County, and upon completion of such project(s) by the City, the City will provide billings to the County with proper documentation of such work completed by the City (invoices), and the County will pay such invoice(s) in accordance with the terms of this Agreement, in a total amount not to exceed Two Hundred Sixty Eight Thousand Six Hundred Sixteen Dollars (\$268,616), in the ordinary course of business. Unless expressly provided to the contrary herein, the County is not obligated to perform or provide any additional funds or financing, or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement. On an annual basis, on or before January 1<sup>st</sup> of each year, or more frequently upon request of the County, the City shall provide written documentation of expenditure of any and all funds provided to the City by the County pursuant to the terms of this Agreement in a form acceptable to the County, until such funds are fully expended by the City. The City shall remain solely and separately responsible and liable for the payment and management of any contractors and subcontractors hired by the City for the purposes described in this Agreement. The City shall be solely and separately responsible and liable for the payment of any and all costs and expenses associated with any flood control (and related storm water management) work and project(s) performed by the City pursuant to this Agreement in excess of the County's maximum potential contribution of the Sedro Woolley Sub-Flood Control Zone funds in the total amount not to exceed Two Hundred Sixty Eight Thousand Six Hundred Sixteen Dollars (\$268,616). Any funds provided by the County to the City pursuant to this Agreement shall be used for flood control (and related storm

water management) purposes. The parties recognize and agree that but for and only in reliance upon the terms of this Agreement, the County would not provide the Sedro-Woolley Sub-Flood Funds (in the total amount not to exceed \$268,616) to the City, and that the use of said Sedro-Woolley Sub-Flood Funds by the City shall be subject to the terms of this Agreement.

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

5.1 The County's representative shall be:  
Public Works Director, or his designee  
Skagit County Public Works  
1800 Continental Place  
Mount Vernon, WA 98273

5.2 City's representative shall be:  
Mark Freiberger  
Public Works Director  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively held or used pursuant to this Agreement. The County shall not be responsible for or liable for the use, operation, maintenance, repair, or replacement of any of the City's storm water, drainage, or flood control facilities, ditches, and/or infrastructure pursuant to the terms of this Agreement.

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

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

9. DEFAULT: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

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

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

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

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

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

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

16. **USE OF DOCUMENTS AND MATERIALS PRODUCED:** The County shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement.

17. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to members of the general public, residents and/or property owners located at or within

the vicinity of the former Sedro-Woolley Sub Flood Control Zone, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.

18. COMPLIANCE WITH LAWS, PERMITS, & GRANTS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. As necessary, the City (at the City's own expense and liability) shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any flood control (and related storm water management) work, and the City shall be solely and separately responsible and liable for compliance with all terms and conditions of any permit(s) and/or grant(s) obtained or procured by the City.

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

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

APPROVED:

CITY OF SEDRO-WOOLLEY  
SKAGIT COUNTY, WASHINGTON

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

(Date \_\_\_\_\_)

Mailing Address:  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Attest by:

\_\_\_\_\_  
Patsy Nelson, Finance Director

Approved as to Form:

\_\_\_\_\_  
Eron M. Berg  
City Attorney  
INTERLOCAL AGREEMENT  
Page 6 of 10

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
RON WESEN, Chairman

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

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

Recommended:

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

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

Approved as to Indemnification:

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

Approved as to Form:

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

Attest: .

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

## Exhibit "A"

The following further describes the types of work and projects for flood control (and related storm water management) for which City may expend up to an amount not to exceed Two Hundred Sixty Eight Thousand Six Hundred Sixteen Dollars (\$268,616), subject to, and as further specified by the terms of the Agreement:

- Drainage system and channel operation, maintenance, replacement, restoration, and rehabilitation for the purpose of flood control with direct and/or indirect benefits to the properties located within the former Sedro-Woolley Sub-Flood Control Zone.
- Maintenance and operation of the Brickyard Creek corridor in its entirety (within the City of Sedro Woolley municipal limits) by mowing, brush removal, debris removal, cleaning and other applicable work.
- Flood control and drainage projects with direct and/or indirect benefits to the properties located within the former Sedro-Woolley Sub-Flood Control Zone.
- Drainage pump projects and/or operation and maintenance that directly and/or indirectly benefit the properties located within the former Sedro-Woolley Sub-Flood Control Zone.

Exhibit "B"

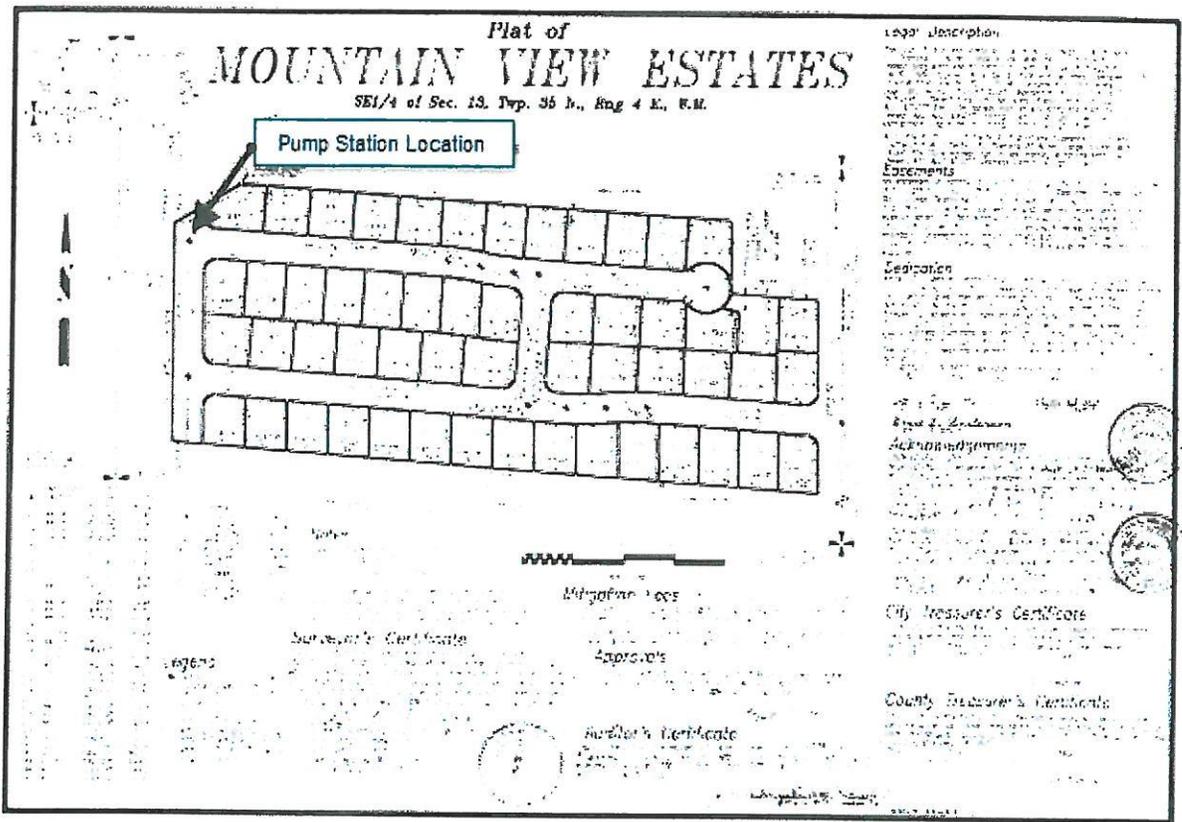
Additional Information Regarding Drainage Pump and Pumping Station (Including Location).



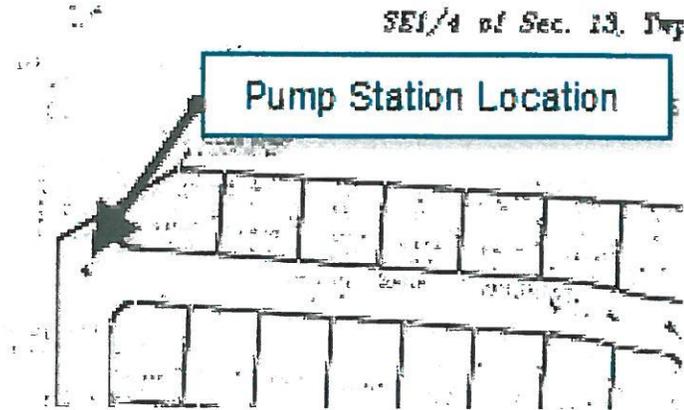
Pump Station

Exhibit "B"

Additional Information Regarding Drainage Pump and Pumping Station (Including Location).



Pump Station Location



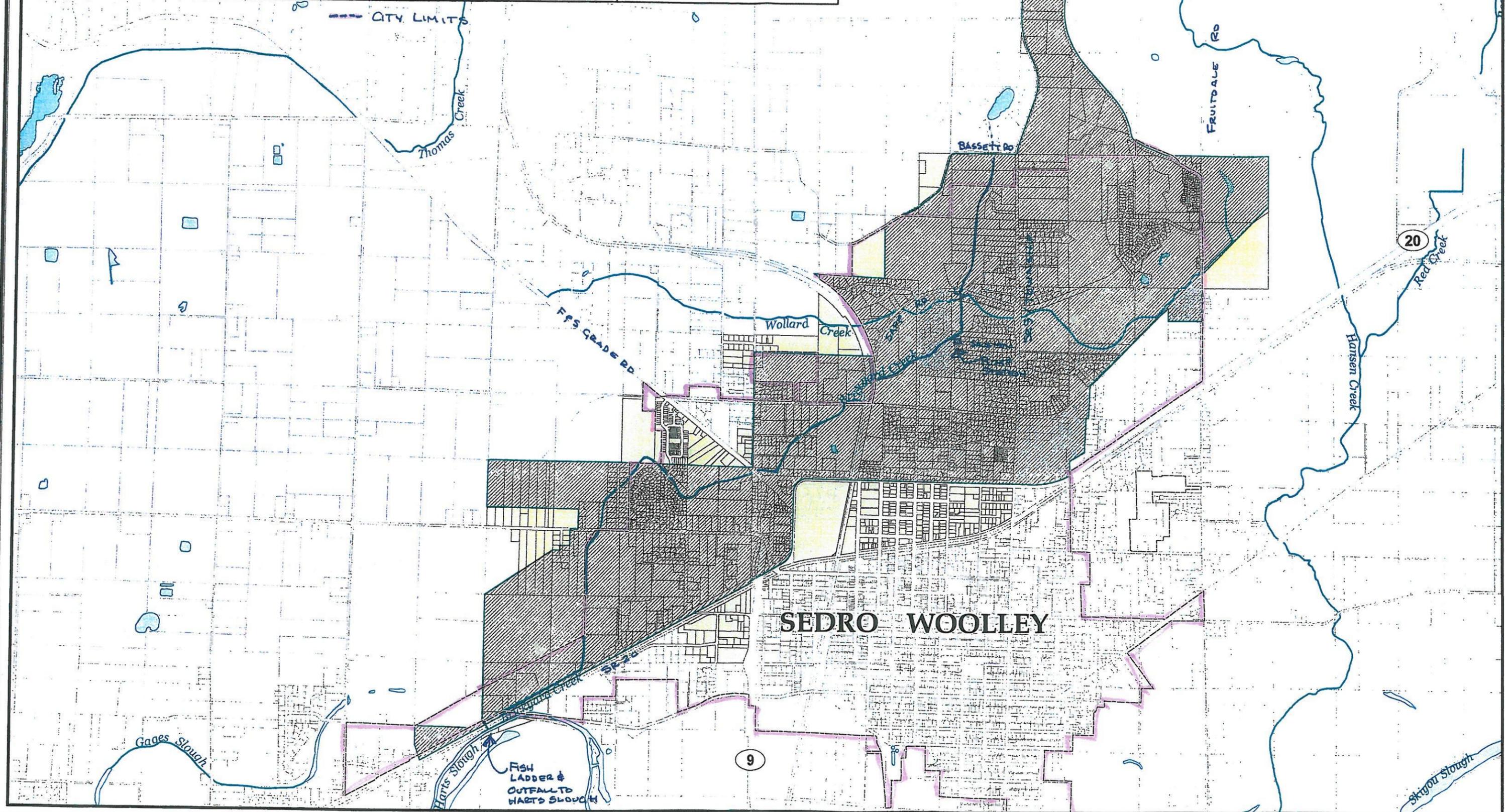
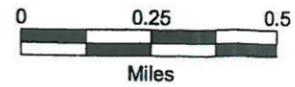
Pump Station Location

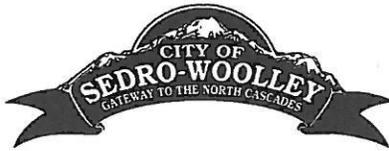
# Sedro Woolley Sub-Flood Control Zone

Map Print Date September 2006  
Skagit County GIS

## LEGEND

-  Sedro Woolley City Limits
-  Drainage District 14 Assessment Area
-  Sedro Woolley Sub-Flood Control Zone Assessment Area
-  Sedro Woolley Sub-Flood Control Zone Skagit County Code Legal Description





CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 14 2011

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  
Planning Director/ Building Official

**Date:** December 14, 2011

**Subject:** Revisions to Design Standards and Guidelines for the Mixed Commercial Zone (**1<sup>st</sup> read**)

---

**ISSUE**

Should the Council approve the attached ordinance to revise the Sedro-Woolley Design Standards and Guidelines regarding design standards for commercial development within the Mixed Commercial Zone?

**PROJECT DESCRIPTION / HISTORY**

At the direction of the City Council, the Planning Commission considered revisions to the City's design standards and guidelines for design standards for commercial development within the Mixed Commercial zone.

The Planning Commission held three public hearings and four public meetings over the spring and summer of 2011 to gather input on how the existing design standards for commercial development within the Mixed Commercial zone are working, and how they might be improved in the future.

After close consideration of the current regulations for the Mixed Commercial zone and reviewing the community input received, the Planning Commission made several recommendations that are included in the attached ordinance, as well as the attached Findings of Fact, Conclusions and Recommendations.

Included with this memo is:

**Exhibit A** – Planning Commission Findings of Fact, Conclusions and Recommendations

**Exhibit B** – Proposed ordinance for amendments to the Design Standards and Guidelines

**RECOMMENDED ACTIONS**

No action requested (1<sup>st</sup> read)

**Exhibit A –**

Planning Commission Findings of Fact, Conclusions and Recommendations

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

**In the Matter of:**

**Amendments to the Sedro-Woolley  
Design Standards and Guidelines**

**PLANNING COMMISSION  
FINDINGS OF FACT,  
CONCLUSIONS AND  
RECOMMENDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, February 15, March 15, 2011 and April 19, 2011** as described in the Planning Department Staff Report dated February 15, 2011 and hereby attached and made a part of this decision.

**Description of proposal**

As a result of a major rezone effort in 2009, more Mixed Commercial (MC) zoned property became available throughout the City. Most MC zoned property is located along the major thoroughfares in Sedro-Woolley. In an effort to assure that future development in the MC zone meets the goals and interests of the community, the Planning Commission considered revisions to the City's design standards and guidelines for the MC Zone. The Planning Commission held three public hearings and several public meetings and over the spring and summer of 2011. After close consideration of the community input received, the Planning Commission makes the following Findings of Fact, Conclusions and Recommendations:

**PLANNING COMMISSION FINDINGS OF FACT**

1. After the City completed a major city-wide rezone in early 2010, the City Council and Planning Commission recognized that many of the properties located along the major roads through town are now zoned Mixed Commercial. Because the development along these roads is the only part of the City that most passers-through see, it is imperative that the MC is well planned, aesthetically interesting and easily accessible. The image of the City is affected by the appearance of development in the MC zone. Therefore, it is imperative that the *City of Sedro-Woolley Design Standards and Guidelines* for the MC zone encourage the type of development that represent the community's vision and at the same time meets the businesses' needs.
2. The Planning Commission was assigned the task of reviewing the design standards and guidelines for the MC zone and scheduled its first public hearing on the issue for February 15, 2011.
3. On February 15, 2011 the Planning Commission held its first public hearing on the task of reviewing the design standards and guidelines for the MC zone. At the hearing, staff presented a staff report (Attachment A) and the Planning Commission opened a public hearing to receive testimony from the public.

4. A staff report dated February 15, 2011 was submitted to and reviewed by the Planning Commission prior to the public hearings. The staff report was also available to the public ahead of the hearing date.
5. The *City of Sedro-Woolley Design Standards and Guidelines* manual has two sections relevant to the MC zone: the Standards and Guidelines for All Development section and the Additional Standards for the Mixed Commercial Zone section.
6. On March 15, 2011 the Planning Commission held its second public hearing on the design standards and guidelines for the MC zone.
7. On April 19, 2011 the Planning Commission held its third public hearing on design standards and guidelines for the MC zone.
8. In compliance with Chapters 17.60 and 2.90 SWMC, notice of the February, March and April Public Hearings in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald ahead of each hearing.
9. On May 17, 2011, the Planning Commission held the first of three informal public meetings (not formal hearings) on design standards and guidelines for the MC zone. At those meeting, the Planning Commission held informal round-table discussions where the Commissioners and the public could sit together and review the details of the proposal together.
10. On August 16, 2011 the Planning Commission concluded its discussion of design standards and guidelines for the MC zone and made a motion to recommend several changes to the Sedro-Woolley Design Standards and Guidelines. No changes to the zoning code for the Mixed Commercial zone (Chapter 17.20 SWMC) are recommended. The motion carried 4-0.

#### PLANNING COMMISSION CONCLUSIONS

1. The attached recommendations have been developed with the input of the citizens of Sedro-Woolley represent the intent and wishes of the people.
2. The attached recommendations, having been reviewed with accordance with applicable state and local rules, are in the best interest of the people of Sedro-Woolley.

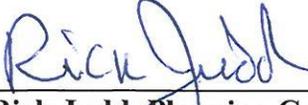
#### PLANNING COMMISSION RECOMMENDATIONS

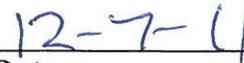
Based on the findings of fact and information submitted to the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Design Standards and Guidelines as shown in Attachment 2.

#### ATTACHMENTS

- Attachment 1 – Staff Report Dated February 15, 2011
- Attachment 2 – Final PC recommended amendments to Design Standards and Guidelines

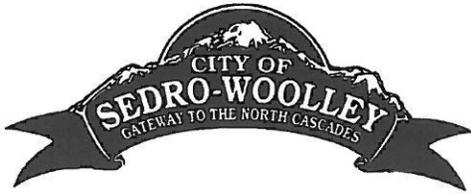
#### CERTIFICATION

  
 \_\_\_\_\_  
**Rick Judd, Planning Commission Chairman**

  
 \_\_\_\_\_  
**Date**

# Attachment 1

February 15, 2011 Staff Report and Exhibits A- D of Staff Report



**CITY OF SEDRO-WOOLLEY**  
**PLANNING DEPARTMENT**  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

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## TRANSMITTAL & REPORT MEMORANDUM

DATE: February 15, 2011

TO: Sedro-Woolley Planning Commission

REGARDING Update to Development Standards and Design Standards for the Mixed Commercial Zone

FROM:   
John Coleman, Senior Planner

The following Findings of Fact are submitted by the Planning Department proposing amendments to Chapter 17.20 of the Sedro-Woolley Municipal Code (SWMC) and the Sedro-Woolley Design Standards and Guidelines to implement changes intended to improve the aesthetics of and pedestrian accessibility in the Mixed Commercial (MC) Zone. This report serves as the staff report for the proposed amendments and was submitted in accordance with Chapter 2.90 SWMC.

### FINDINGS OF FACT

#### PROPOSAL

A proposal by the Sedro-Woolley Planning Commission to revise the design standards and guidelines for the Mixed Commercial (MC) Zone. The Standards and Guidelines manual is adopted by reference in Sedro-Woolley Municipal Code (SWMC) 15.44.030. Though this proposal primarily intends to update the portions of the design manual affecting commercial development, amendments may also be made to the MC zoning code, Chapter 17.20 SWMC as a may be necessary to achieve the intended development goals in the MC Zone.

## ANALYSIS

In 2010, the Planning Commission outlined a list of agenda items that the commission would like to address. The City Council subsequently reviewed and prioritized that 2010 work plan. One of those priorities is to revise the design standards and guidelines for the Mixed Commercial Zone.

The City adopted a Design Standards and Guidelines manual (manual) in 2005. That was the first attempt at such a document in Sedro-Woolley. The manual has been very useful, but after six years of using the manual, modifications and revisions are necessary to assure the document meets the current needs of the community. Last year, the Planning Commission, and City Council adopted, changes to the zoning map that resulted in an expansion of the amount of MC zoned land. Since major land use designation changes were made that may affect the way commercial areas develop, the Planning Commission requested that the sections of the manual which relate to Mixed Commercial development be updated. This is the beginning of that process.

One major concept discussed by the Planning Commission was to encourage development in the MC Zone that is more visually appealing from the road than standard commercial development, which typically locates parking lots in between the major road and the commercial space. Also discussed was a desire to make commercial areas more pedestrian friendly, like traditional downtown business districts. Options to improve the visual appearance may include landscape screening of parking lots in front of businesses, or moving the business up to the front property line and locating parking on the side or rear of the businesses. These principals are common to new developments built as “urban villages,” an increasingly common concept for commercial development. The Planning Commission discussed similar concepts in 2008 as the commission reviewed a proposal to designate certain properties as an urban village. The concept behind that proposal – the Urban Village Mixed Use proposal – passed, in the form of an overlay.<sup>1</sup> It is anticipated that many of the principals of an urban village design and layout will be incorporated into Mixed Commercial design standards and zoning code. Other terms that one can research to find out more about concepts that attempt to incorporate improved design standards and pedestrian oriented site layout are “New Urbanism,” “livable communities” and/or “smart growth.” Visual examples of such developments are included as Exhibit C.

Exhibit A includes the existing design standards for mixed commercial. Though this proposal primarily intends to update the portions of the design manual affecting commercial development, amendments to the MC zoning code may also be necessary to achieve the intended development goals in the MC Zone. No changes to manual or Chapter 17.20 are proposed at this time. At the tail end of the project, the SEPA process for a non-project proposal will need to be completed.

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<sup>1</sup> The design standards and zoning regulations for the Mixed Use Urban Village Overlay have not been finalized, however the Planning Commission will be working on that project in the near future.

## COMPATIBILITY OF PROPOSAL WITH THE COMPREHENSIVE PLAN

The following are excerpts from the Comprehensive Plan that are relevant to the proposed amendments to the Mixed Commercial Zoning Code and Design Standards. After each excerpt are staff's comments on how the proposal is compliant with the Comprehensive Plan. Comprehensive Plan language appears in *italics* and staff comments are in regular font. Overall the proposal to encourage development in the Mixed Commercial zone to be pedestrian oriented appears to be consistent with the Comprehensive Plan.

### Land Use Element – Land Use Goals and Policies

*Policy LU5.8: Encourage high standards of appearance in all residential areas and in other high visibility areas.* The proposal to revise the design standards is intended to improve the appearance of new development in the Mixed Commercial Zone, which is primarily located along busy thoroughfares. Development in the MC zone is highly visible.

*Goal LU6: To provide clear review and approval processes for land use actions. Mixed Commercial Allows a compatible mix of commercial and residential development with standards intended to present an attractive and welcoming appearance to visitors at the entrance to the city and at selected nodes along major roads.* The goal of the project is to revise the design standards so as to allow new development in the MC Zone to be a compatible mix of commercial and residential development. The revised standards are intended to present an attractive and welcoming appearance.

*Policy LU6.4: Develop and implement design review procedures for all land use zones. Residents and property owners in the affected designation areas shall be involved in this process, to the extent possible.* The design review procedures have already been developed. This action is to revise the design standards that have already been approved. The process is open to the public and has been noticed in the city newspaper of record.

*Policy LU19.1: Encourage the use of alternative modes of transportation, such as carpooling, public transit, walking and biking, in order to reduce the amount of automobile emissions.* The proposal to is intended to create pedestrian-friendly commercial development, thereby making it easier to walk or bike to the destination.

## RECOMMENDATION

Staff recommends that the Planning Commission hear public comments at the February 15, 2011 public hearing and hold further hearings before making a recommendation to the City Council. Based on the Planning Commission's input and public comments received at the first hearing, staff will make recommended changes to the text of the manual (and MC zoning code if necessary). Those recommendations will be available before subsequent hearing on this topic.

## **PUBLIC PARTICIPATION**

Interested parties can comment on the proposed changes in writing or at the hearing. Complete project files are available for review at the Planning Department located at 325 Metcalf Street, Sedro-Woolley. The Sedro-Woolley Planning Commission will make a recommendation to the City Council on the proposed amendments.

The Planning Commission will hold a public hearing February 15, 2011 at 6:30 PM at the City Hall Council Chambers located at 325 Metcalf Street.

**NOTICE OF PUBLIC HEARING PUBLISHED IN THE COURIER TIMES:** February 5, 2011

### **EXHIBITS:**

- A. Current Design Standards for the Mixed Commercial Zone
- B. Current MC Zoning Code (Chapter 17.20 SWMC)
- C. Photo examples of mixed commercial/residential development
- D. Notice of Public Hearing

**Additional Standards for  
The Mixed Commercial Zone**

**EXHIBIT A**

*SITE DESIGN*

**DRIVEWAYS AND PARKING LOCATION**

**Intent**

The intent is to reduce the number of access points onto the state highways, and to minimize the effect of parking lots from the sidewalks and streets while providing a safe line of vision in the area.

***Guidelines***

Required:

1. Driveways are limited to one per 150 feet of street frontage, unless approved by city engineer. Shared driveways are encouraged.
2. Parking shall be disbursed so that no more than 30% of the primary street frontage is in parking and no more than 70% of a secondary street. This requirement may be adjusted if Low Impact Development techniques are used, such as bio-infiltration or swales.
3. Parking Screening: Parking located along a street shall be screened as follows:
  - Ten (10)-foot wide planting area between the parking lot and sidewalk to include trees fifteen (15) feet on center;
  - An evergreen hedge no higher than four (4) feet.

Additional plantings and ground cover less than four feet at maturity to provide 85% coverage at three years.

4. Commercial parking lots as a stand-alone use: Five-foot screening area including low walls, raised planter walls, landscaping and/or fencing up to four feet. Fencing up to 6 feet tall may be included if it is 75% transparent and includes a five-foot wide area landscaped. Chain link fence may be allowed as an element of an of an artistically designed architectural screening wall.
5. Bicycle parking: One bicycle space shall be provided for every 10 vehicle parking spaces, at least half of which must be sheltered from the weather.

## CONNECTIONS TO ADJACENT DEVELOPMENT

### *Intent*

The mixed-commercial zone is located primarily along the city's two state highways for ease of access. The intent of these standards are to create a network of safe, convenient, and attractive internal linkages for pedestrians between retail and mixed use developments; create an attractive physical environment to welcome customers and visitors; encourage the creation of safer commercial neighborhoods and live/work space by allowing multifamily residences in association with commercial uses; respect the existing small-town character of Sedro-Woolley with its street grid, buildings lining the street, street trees, and pedestrian scale; and provide for safe pedestrian circulation in areas typically dominated by vehicles.



### *Standards:*

1. Chain link fence of any type or coating may not be used to separate pedestrians from vehicular traffic or to define pedestrian walkways, unless as an element of an artistically designed architectural screening wall. .

### *Guidelines:*

Encouraged:

2. Pedestrian connections should be clearly defined in a combination of 2 or more of the following ways:
  - a 6 inch vertical curb in combination with a raised walkway.
  - a trellis, special railing, bollards, and/or other architectural features to accent the walkway at key points.
  - a continuous landscape area minimum 3 feet wide on at least one side of the walkway, except as walkways cross vehicular travel lanes (where walkways abut a public right-of-way and/or driving aisles, the landscape area shall be provided between the walkway and the public right-of-way or driving aisle).
3. Pedestrian connections should be reinforced with pedestrian scale lighting, bollard lighting, accent lighting or a combination thereof to aid in pedestrians way-finding.
4. Pedestrian walkways should include clear sight lines to building entrances and should not be less than 4 feet wide.
5. Where landscape areas are provided, plant material should consist of a mixture of evergreen and deciduous trees and shrubs. A minimum 20% of plant varieties should provide year-round color, texture and/or other special interest. Shrubs should be maintained at a maximum 3 foot height for visibility. Ground covers should be evergreen varieties.

# COMMON SPACE

## *Intent*

To ensure that the commercial and mixed use developments of Sedro-Woolley have a variety of places that are accessible, comfortable and appealing to the public. The property owner retains control and ownership of the space.

## *Standards*

Required:

1. Each development of over 5,000 square feet of lot or 5,000 square feet of building area shall provide at least one public space according to the following formula:

One percent of the building area plus one percent of the lot area = minimum public space.

### Examples of Public Space Requirement

Lot size	Building size	Public Space
50,000	10,000	600 sq. ft.
30,000	15,000	450 sq. ft.
10,000	7,500	175 sq. ft.

2. Such common space shall be visible and accessible from a public sidewalk and should be contiguous and concentrated in one or two locations rather than scattered in small, unusable portions. It is preferred that such space be in close proximity to the main entrance of the building to take advantage of the flows of pedestrians, but other locations may be considered if they are visible and accessible to the public.

3. Such common space shall be provided in one or more of the following forms, as defined in this document:

- a) Plaza
- b) Green
- c) Courtyard
- d) Forecourt
- e) Sitting Area
- f) Widened Sidewalk
- g) Rain Garden Stormwater Treatment Area
- h) Art or Water Feature
- i) Special interest information, including historical information

The amount of area devoted to satisfying this requirement may be deducted from the amount of space otherwise devoted to parking lot landscaping.

4. Walking surface shall include two or more types of paving material, or treatment.

5. Private Open Space for Residential Portion:

- a) For sites with residential uses, a minimum of 15% of the area required for landscaping and open space shall be designed as private open space for use by residents.

OR

- b) Commercial developments incorporating residential uses shall have at least five percent of the building area in a common open space accessible only to residents in addition to individual open spaces such as patios or decks.

Example of residential common open space requirement

Residential size	Open space size
6,000 sq. ft. (7-8 apartments)	300 sq. ft.
20,000 sq. ft.	1000 sq. ft.

**Guidelines**

Encouraged:

1. This space should be contiguous and concentrated in one or two locations, in close proximity to the main entrance of the building. The open space should take advantage of sunlight.

Should include at least three of the following:

- Landscaping;
- Lighting at pedestrian scale such as bollards or other accents;
- Special paving, such as pervious paving to improve drainage;
- Public art;
- Seating;
- Water feature;
- Public information kiosk

**PLAZAS, COURTYARDS, AND SEATING AREAS**

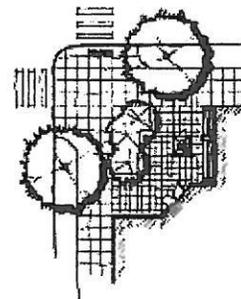
**Intent**

To reinforce the pedestrian nature of Sedro-Woolley by providing usable public open space.

**Standards**

Required:

1. Where provided, pedestrian spaces shall be visible and accessible to the public.
2. Plazas, courtyards and other pedestrian spaces shall include at least three of the following:
  - special interest planting with a wide range of plant materials including perennials and flowering shrubs. A minimum 65% of plant material used shall provide seasonal flower and/or foliage color.
  - pedestrian scale, bollard, or other accent lighting
  - special paving, such as colored/stained concrete, brick or other unit paver. The use of LID materials, if appropriate to the site conditions, is encouraged.
  - public art with a valuation of at least one-half of 1% of the total construction cost



- seating, such as benches, tables, or low seating walls
- water feature

## SITE FURNISHINGS

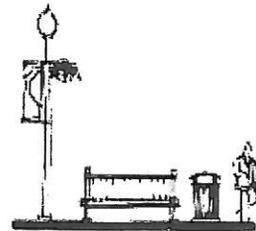
### *Intent*

To create a more pedestrian friendly street frontage through the use of permanent site furnishings at main pedestrian walkways, building entrances and other pedestrian areas.

### *Standards*

Required:

1. Permanent site furnishings, such as benches, tables and other pedestrian amenities shall be made of durable, weather-resistant and vandal-resistant materials.
2. Permanent site furnishings shall be consistent with the overall character and appearance of the development.
3. Site furnishings shall not block pedestrian access to main walkways, open space areas and/or building entrances.



### *Guidelines*

Encouraged:

4. Permanent site furnishings, such as benches, tables, bike racks and other pedestrian amenities are encouraged to be provided at main pedestrian walkways, building entrances, plazas, open space and other pedestrian areas.

## *BUILDING DESIGN*

## ORIENTATION TO STREET

### *Intent*

To ensure that buildings add to the liveliness of streets and the overall community character.

### *Standards*

Required:

1. Buildings, along with trees and landscaping shall be predominant, rather than parking lots and free-standing signs.
2. Pedestrian access to the building shall be visually and functionally clear and should offer a convenient alternative to walking through driveway entrances and exits.



### *Guidelines*

Encouraged:

3. People traveling along arterial streets should be able to see storefronts, windows, merchandise, and other aspects of business activity.

## SETBACKS

### *Intent*

To ensure the visibility of retail businesses and establish active, lively uses within close proximity to the sidewalk.

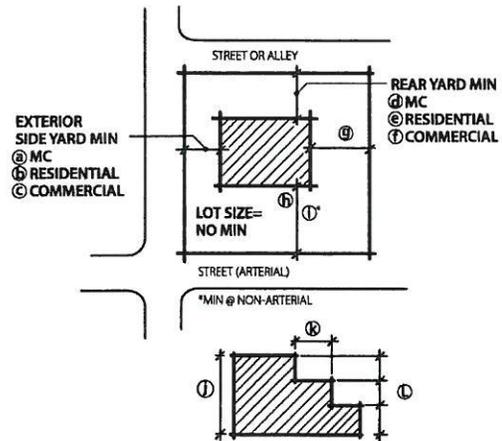
### *Guidelines*

Encouraged:

1. Commercial buildings should be set as close as possible to the sidewalk, instead of located behind parking lots.

2. Portions of buildings should be set as close as possible to the sidewalk or property line, which can be accomplished in various ways. For instance, major portions of single buildings should abut the sidewalk. In multi-building developments, one or more buildings should be set to the sidewalk.

3. The requirement for Common Space may be reduced in the instance where a development locates its parking area behind the building and locates the building as close as is practical to the public sidewalk and street frontage.



## LIGHTING

### *Standards*

Light standards shall not exceed 20' in height for maximum security and shall include full cutoff luminaires so as not to shine onto adjacent properties or produce glare.

## WEATHER PROTECTION

### *Intent*

To provide weather protection for pedestrians.

### *Standards*

Required:

1. Where buildings are adjacent to a public sidewalk, canopies or awnings shall be provided. The minimum depth of any canopy or awning shall be 5 ft unless limited by the building code. The vertical dimension between



- the underside of a canopy or awning and the sidewalk shall be at least 8 ft and no more than 12 ft.
2. Weather protection can be combined with the method used to achieve visual prominence at entrances, and to protect bicycle racks.
  3. Internal illumination (under-lighting) of awnings shall not be allowed unless the awning material is opaque. However, pedestrian-scale lighting and other down-lighting is allowed beneath awnings.

## **ROOFLINE EXPRESSION** *(Note: This standard does not apply to purely residential buildings)*

### ***Intent***

To ensure that rooflines present a distinct profile and appearance for the building and express the neighborhood character.

### ***Standards***

Required:

1. Commercial buildings shall include extended parapets and projecting cornices to create a prominent edge when viewed against the sky. Sloping roof elements are allowed but not required.



## **CONCEALING ROOFTOP EQUIPMENT**

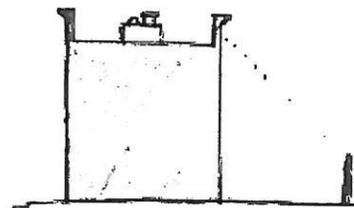
### ***Intent***

To screen view of rooftop mechanical and communications equipment where visible from the street level.

### ***Standards***

Required:

1. Mechanical equipment shall be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building.
2. Painting equipment, erecting fences, and using mansard-type roofs are not acceptable methods of screening.
3. Communication equipment shall be blended in with the design of the roofs, rather than being merely attached to the roof deck.



Raised parapet

## **EXPRESSION AT ENTRANCES TO LARGE DEVELOPMENTS**

### ***Intent***

To provide a reference point at the end of a block of façades or to mark intersections or entrances to developments larger than 5 acres, by providing visual interest at their entrance to the street.

### ***Guidelines***

Encouraged:

1. Developments at intersections should emphasize this unique aspect with two or more of the following methods:
  - a) placement of the primary entry
  - b) articulation
  - c) towers
  - d) plazas
  - e) distinctive roof forms
  - f) other architectural features
  - g) landscaping

## **DRIVE-THRU BUSINESSES**

### ***Intent***

To reduce the impact of car-oriented drive-thru businesses on pedestrian activity.

### ***Standards***

Required:

1. When the drive-thru window or stacking space/lane is located on the street side of a building, screening shall be required between the driving lane/drive-thru window and the street.

### ***Guidelines***

Discouraged:

2. Drive-thru windows should not be allowed between the building and the street.

## **SCREENING BLANK WALLS**

### ***Guidelines***

Required:

Walls greater than ~~100~~ 50 feet in length shall use two or more of the following techniques to minimize the apparent bulk:

- Landscaping with columnar tree varieties;
- Windows or other fenestration
- Material and/or texture change
- Color variation
- Setbacks or wall modulation

# EXHIBIT B

## Chapter 17.20 MIXED COMMERCIAL (MC) ZONE

### Sections:

- 17.20.005 Intent.
- 17.20.010 Use restrictions.
- 17.20.020 Bulk restrictions.
- 17.20.030 Minimum lot size requirements.
- 17.20.040 Hazardous waste.
- 17.20.050 Design review.
- 17.20.060 Parking for residential uses in the MC zone.

### **17.20.005 Intent.**

The intent of this zone is to encourage a compatible mix of commercial and residential development. Standards are intended to present an attractive and welcoming appearance to visitors at the entrances to the city and at selected nodes along major roads; manage traffic impacts; encourage more non-motorized trips and reduce stormwater runoff. Commercial development should be scaled down when adjacent to residential areas to improve compatibility between uses.

### **17.20.010 Use restrictions.**

Use restrictions in the mixed commercial (MC) zone shall be as follows:

#### A. Permitted Uses.

1. Retail, general services, recreational and cultural uses, light manufacturing, low-intensity agriculture;
2. Residential units contained above the first story of a commercial building (live/work units are specifically included), limited to eight such units per building;
3. Quasi-public uses;
4. Public uses;
5. Public utilities, other than wireless communications facilities;
6. Health facilities and services.

B. Conditional Uses. Wireless communications facilities. All other uses not otherwise prohibited.

C. Prohibited Uses. All uses not allowed as permitted or conditional uses are prohibited. Adult entertainment is a prohibited use in this zone.

### **17.20.020 Bulk restrictions.**

#### A. Minimum setbacks to adjacent zones:

1. Setbacks to residential (R-5, R-7 and R-15) zones: front setbacks on an arterial street shall be a minimum of twenty feet and a maximum of fifty feet. On a nonarterial street, front setbacks shall be a minimum of ten feet and a maximum of twenty feet. Side setbacks shall be a minimum of thirty-five feet, which may be reduced to twenty feet if building step-backs as required by the design standards and guidelines are incorporated

into the site design pursuant to SWMC Chapter 15.44. Rear setbacks shall be a minimum of twenty feet.

2. Setbacks to all other zones: front setbacks on an arterial street shall be a minimum of twenty feet and a maximum of fifty feet. On a nonarterial street, front setbacks shall be a minimum of ten feet and a maximum of twenty feet. Side setbacks shall be a minimum of twenty feet. Rear setbacks shall be a minimum of twenty feet.

3. Setbacks to the MC zone: buildings shall maintain a minimum ten foot setback to all lot lines when adjacent to other properties zoned MC.

B. Maximum building height: thirty-five feet.

Exception: sixty feet, if minimum side and rear setbacks required in subsection A of this section are doubled.

**17.20.030 Minimum lot size requirements.**

A. Lot area: There is no categorical minimum lot size for permitted uses in this zone. However the lot size may be made a condition of approval in design review and conditional uses if relevant in those proceeding.

B. Lot frontage on a public street or private street: twenty feet.

**17.20.040 Hazardous waste.**

On-site hazardous waste treatment and storage facilities as accessory to a permitted or conditional use are allowed a conditional use; provided, such facilities comply with the state hazardous waste citing standards and Sedro-Woolley and State Environmental Policy Act requirements.

**17.20.050 Design review.**

All developments in this zone which are subject to environmental review shall comply with the design review standards of SWMC Chapter 15.44 for conformance with this and other provisions of the city code.

**17.20.060 Parking for residential uses in the MC zone.**

The parking requirements for residential uses in the MC zone shall be as follows:

Studio	1 space
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 8 units

Parking spaces counted for residential use shall not also be counted towards non-residential parking requirements of SWMC Ch. 17.36 for this zone

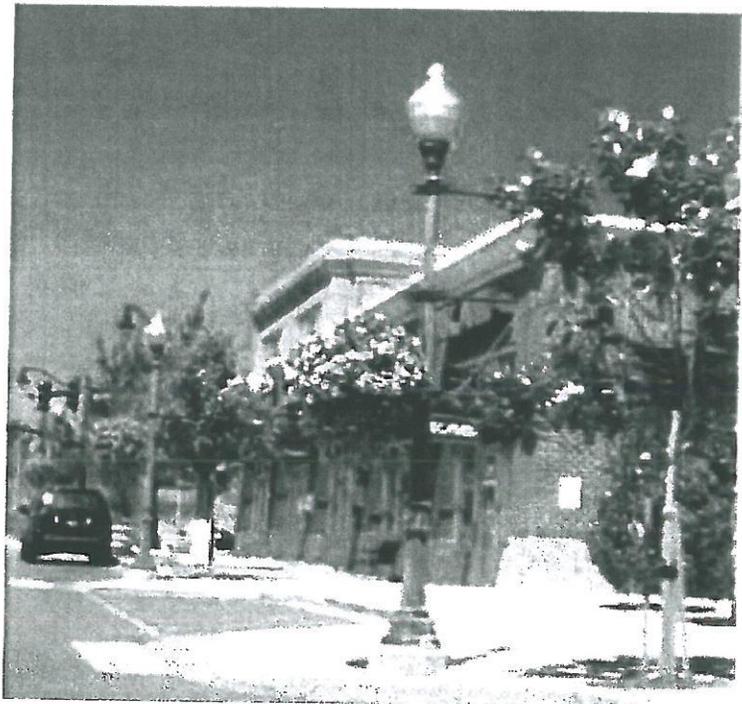
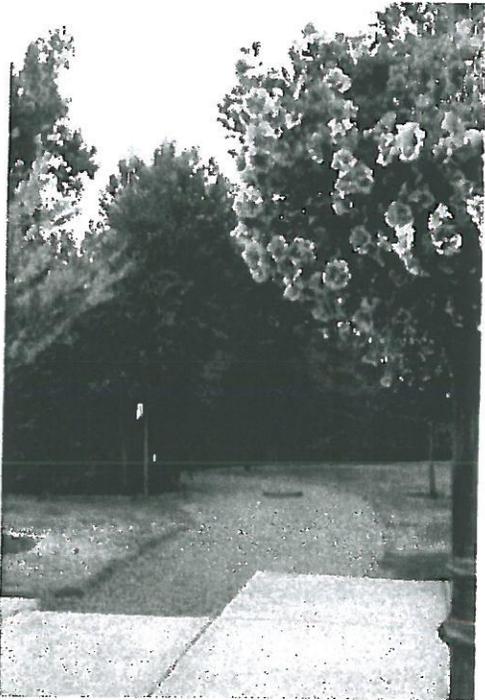
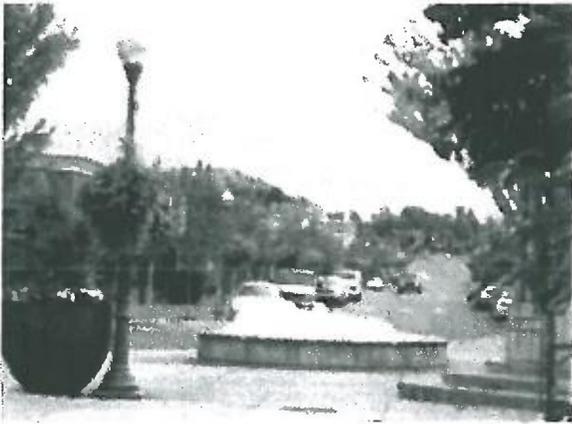
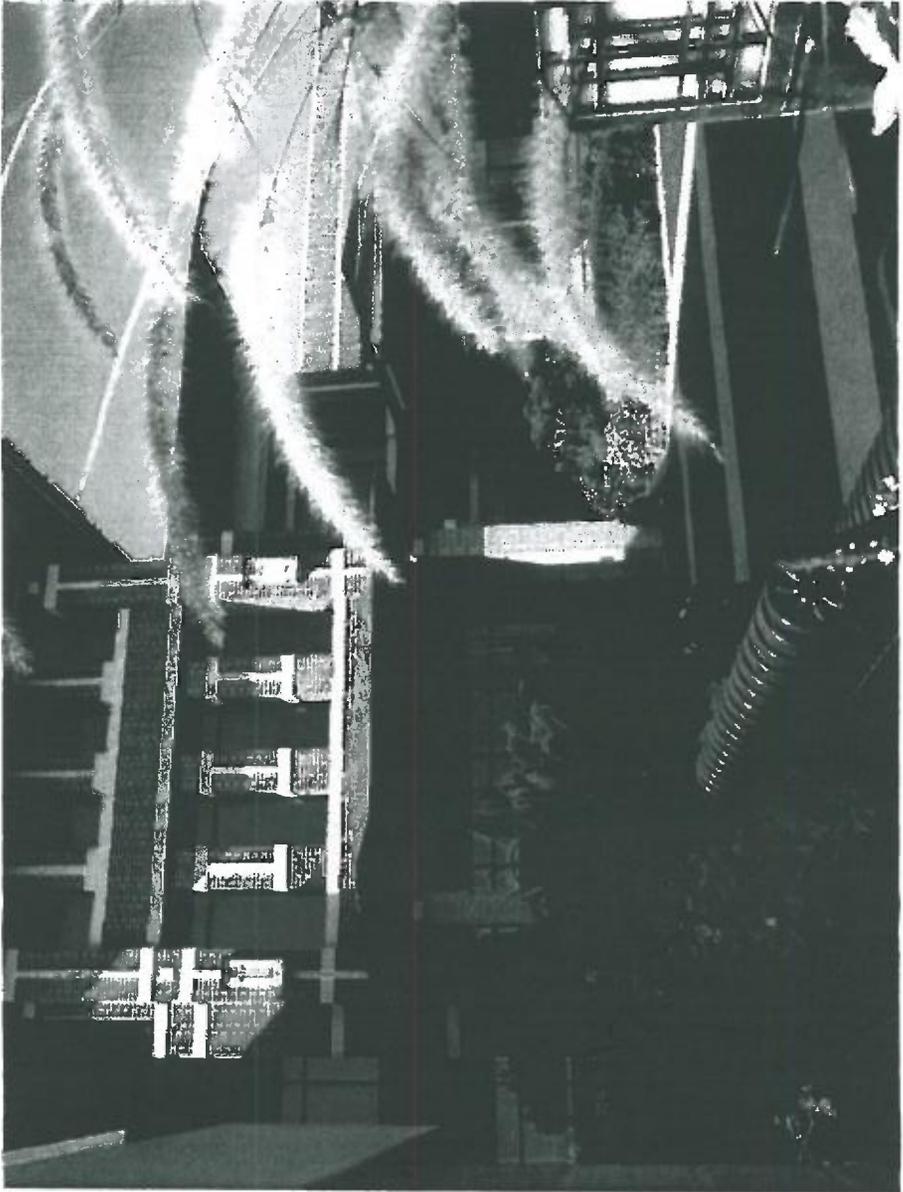
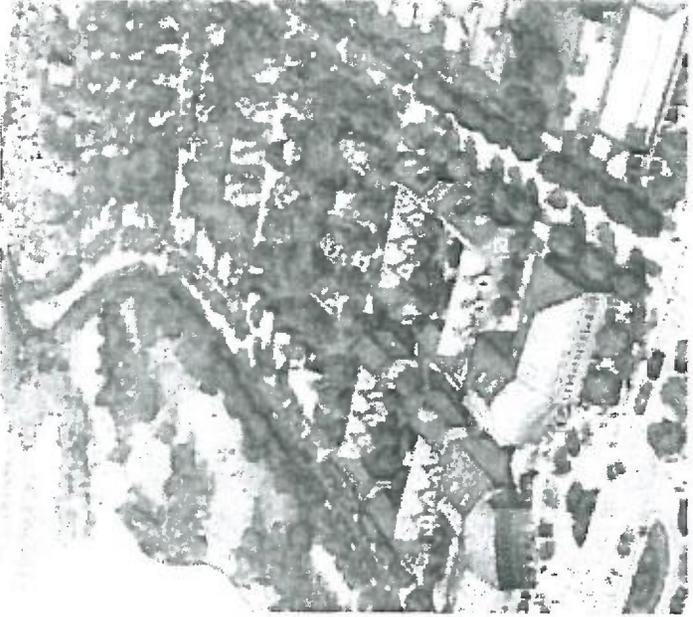


EXHIBIT C







# NOTICE OF PUBLIC HEARINGS

## CITY OF SEDRO-WOOLLEY Amendments to Development Regulations and Design Standards

The City of Sedro-Woolley Planning Commission will hold a public hearing on **February 15, 2011 at 6:30 PM**, at the Sedro-Woolley Council Chambers located at 325 Metcalf Street, to hear testimony regarding proposed amendments to the City's Development Regulations and Design Standards and Guidelines:

1. Review and, if necessary, revise the Design Standards and Guidelines for development in the Mixed Commercial Zone. Changes to the Mixed Commercial zoning code may also be made.

Interested parties can comment on the proposed changes in writing or at the hearing. **Written comments must be received by 4:30 PM February 15, 2011** to be considered at this public hearing. Send written comments to the Sedro-Woolley Planning Department, ATTN: Senior Planner, 325 Metcalf Street, Sedro-Woolley, WA 98284. Complete project files are available for review at the Planning Department between the hours of 8:00 AM to 5:00 PM, Monday through Friday. The Sedro-Woolley Planning Commission will make a recommendation to the City Council on the proposed amendments.

Published in the Skagit Valley Herald: February 5, 2011

EXHIBIT D

## Attachment 2

Final Planning Commission Recommended Changes to the Design  
Standards and Guidelines manual

## **SECTION 1 - Standards and Guidelines for All Development**

## **SECTION 2 - Additional Standards for The Mixed Commercial Zone**

### **SECTION 1**

#### ***SITE DESIGN***

#### **LOCATION OF PARKING**

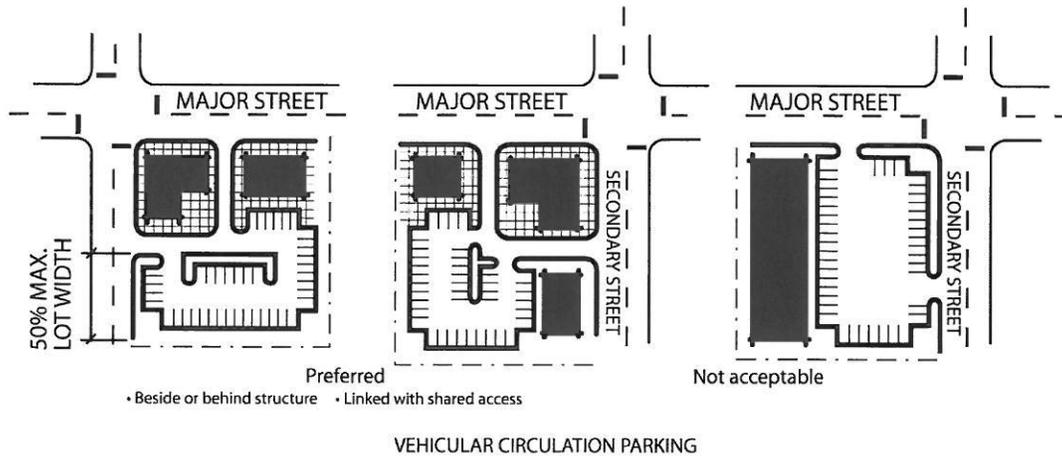
##### ***Intent***

To maintain a contiguous, active pedestrian and non-motorized transportation realm along street fronts by locating parking lots behind, below or above buildings. In situations where there is one building on a property, the intention of the guideline is to encourage the parking relating to that building to be located primarily behind the building. In situations where one or more larger primary buildings are located in the interior of a property and multiple satellite pads are located adjacent to the street frontages, the intent of these guidelines is to locate the satellite pads close to the street frontage in a manner which breaks up the appearance of the parking area bulk from the viewpoint of the adjacent street frontages. In those situations where buildings and the open space adjacent to them are located near the property frontage rather than being separated from the street frontage by parking areas, the need for common space near the interior of the property is considered less essential.

##### ***Guidelines***

###### ***Encouraged:***

1. Commercial parking lots should be located behind, below or above buildings when feasible. Where commercial parking lots are allowed to remain in front of or beside buildings, parking lots shall provide a 10 foot wide planting area between the parking lot and street right-of-way to include:
  - a year-round sight barrier,
  - evergreen shrubs,
  - evergreen ground cover,
  - shrub material maintained at a maximum height of 3 feet for visibility.
2. Where feasible in multi-family development, parking lots should be located behind, below or above buildings in new development or relocated behind buildings in redevelopment; though not directly adjacent to any street fronts. The front yard setbacks should be adjusted downward when the parking is placed to the rear of the units.
3. Access to multi-family parking lots located behind, below or above buildings should be provided from rear alleys, auto-courts, and/or other internal drives.



## PARKING LOT LANDSCAPING (ALSO APPLICABLE TO LOT STORAGE, GAS STATION APRONS, AND DRIVE-THRUS)

### *Intent*

To reduce the visual impact of parking lots through landscaped areas and/or architectural features that compliment the overall design and character of development.

### *Standards*

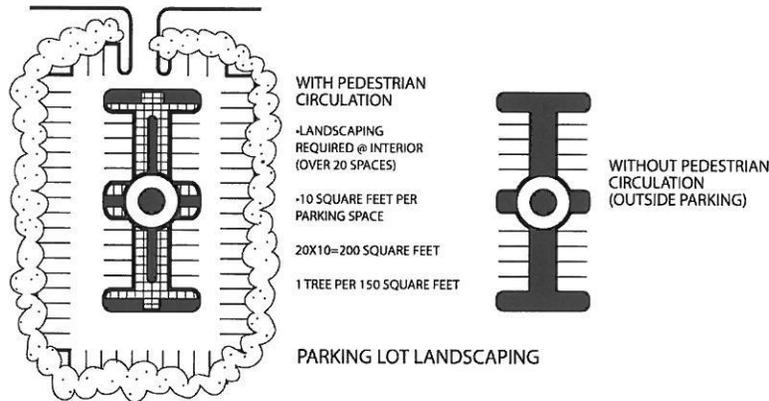
#### *Required:*

- The number of trees required in the internal planting areas in parking lots shall be dependent upon the location of the parking lot in relation to the building and public right-of-way:
  - where the parking lot is located between the building and the public right-of-way, one tree for every five spaces shall be provided (1:5).
  - where the parking lot is located to the side of the building and partially abuts the public right-of-way, one tree for every six spaces shall be provided (1:6).
  - where the parking lot is located behind building and is not visible from the public right-of-way, one tree for every seven spaces shall be provided (1:7).
- Existing trees shall be retained unless they are unhealthy, cause public safety hazards, or cannot be reasonably retained due to site specific limits.

### *Guidelines*

#### *Encouraged:*

- Commercial parking lots are encouraged to meet stormwater drainage requirements by using Low Impact Development (LID) techniques wherever possible and practical.



## PARKING LOT SCREENING

(ALSO APPLICABLE TO LOT STORAGE, GAS STATION APRONS, AND DRIVE-THRUS)

### *Intent*

To provide screening of parking in developments visible from the public right-of-way, while providing visibility for surveillance.

### *Standards*

Required:

1. Parking lots that abut the public right-of-way shall be screened with one or a combination of the following treatments:
  - Low walls made of concrete, masonry, or other similar material and not exceeding a maximum height of 3 feet.
  - Raised planter walls planted with a minimum 80% evergreen shrubs not to exceed a total height of 3 feet, including planter wall and landscape planting.
  - Landscape plantings consisting of trees of which at least 80% are deciduous and shrubs and groundcover materials of which at least 80% are evergreen.
  - Landscaped berm with trees and evergreen shrubs.
2. Walls, fencing, and architectural details shall compliment the materials used in adjacent architectural styles.
3. Screen walls or fences located across a street or adjacent to a residential designation shall include one or more of the following:
  - Arbor and/or trellis structure with climbing vines
  - Architectural detailing, contrasting materials, or other special interest
  - Art
4. Walls and raised planters shall not exceed a maximum height of 3 feet, unless all of the following are provided:
  - screen treatment does not create a safety hazard.
  - portion of treatment that is above 3 feet in height is a minimum 75% transparent (i.e. see-through metal railing, trellis, or other similar treatment).
  - portion of wall/landscape treatment that is above 3 feet in height provides added visual interest, detail, and character suitable to the character of the development.

5. Where walls are provided, landscape planting areas shall be a minimum width of 5 feet and shall be located adjacent to the public right-of-way.
6. Fencing around parking lots shall be allowed if the following conditions are met:
  - All screen fencing should not exceed a maximum height of 6 feet, and any portion higher than 3 feet must be 75% transparent.
  - If an alternative fence material is used such as masonry, wrought iron, or wood etc., the fence must be 75% transparent and planting should consist of at least 30% coniferous trees and evergreen shrubs/groundcovers.
7. All plant material used for parking lot screening shall be managed and/or selected to provide clear views between 3 and 8 feet above the ground surface, for surveillance purposes.
8. Chain link fencing without vinyl cladding, powder coating or similar coating over the galvanized metal coating shall not be permitted to be used to screen or enclose parking along a public sidewalk. In addition, the use of razor ribbon or barbed wire shall be prohibited.
9. Chain link fencing, with or without coating, shall not be used on any street frontage, adjacent to a public sidewalk or adjacent to a residential designation.

## **PARKING LOT LIGHTING** *(NOTE: Not applicable to car sales lots)* **(ALSO APPLICABLE TO LOT STORAGE, GAS STATION APRONS, AND DRIVE-THRUS)**

### ***Intent***

To maintain a safe and secure pedestrian and non-motorized transportation environment through the use of adequate, but not excessive, lighting

### ***Standards***

Required:

1. Lighting used in parking lots shall not exceed a maximum of 30 feet in height. Pedestrian scale lighting along sidewalks and any other applicable location shall be a maximum of 16 feet in height.
2. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through exterior shields or through optics within the fixture.

### ***Guidelines***

Encouraged:

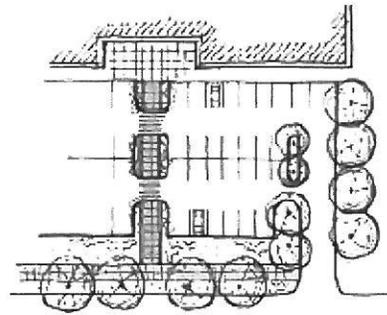
3. The parking lot lighting should be appropriate to create adequate visibility at night and evenly distributed to increase security.
4. Lighting levels and design should comply with the Illuminating Engineering Society of North America's *Recommended Practices and Design Guidelines*, latest edition.

## **PEDESTRIAN WALKWAYS THROUGH PARKING LOTS**

*(NOTE: Not applicable to Industrial Development)*

### ***Intent***

To provide safe, convenient, and attractive walkways for pedestrians through parking lots.



Walkway linking building entrance and public sidewalk

## ***Standards***

### Required:

1. For parking lots that contain greater than 20 parking spaces, pedestrian connections shall be clearly defined in a combination of 2 or more of the following ways (except as walkways cross vehicular travel lanes):
  - a 6 inch vertical curb in combination with a raised walkway.
  - a trellis, special railing, bollards, and/or other architectural features to accent the walkway between parking bays.
  - special paving, such as concrete, pavers, or LID materials if appropriate, in an asphalt area.
  - a continuous landscape area minimum 3 feet wide on at least one side of the walkway (where walkways abut a public right-of-way and/or driving aisles, the landscape area shall be provided between the walkway and the public right-of-way or driving aisle).
2. ADA accessible connections shall be provided from ADA parking stalls to the main pedestrian walking routes and building entrances.
3. Pedestrian walkways within parking areas shall be a minimum 5 foot width of clear, unobstructed passage.
4. Pedestrian walkways shall provide a distinct linkage between a main entrance to the building and a concentration of vehicle parking spaces in order to encourage its use by pedestrians.
5. When buildings are not located directly adjacent to the sidewalk, pedestrian walkways shall connect the public sidewalk in the right-of-way to the main building entrance in a clear and direct manner, regardless of the number of parking spaces. Where pedestrian walkways cross vehicular travel lanes within a parking lot, walkways shall be raised a minimum of three inches (3") and marked with contrasting colored paving, pavers, or equivalent to differentiate from vehicular lane. The vehicular travel lane shall be narrowed to the minimum width at the pedestrian crossing and at least two (2) of the following traffic calming techniques shall be used:
  - Pedestrian scale lighting
  - Trellis or other cover extending over the walkway
  - Bollards at the travel lane edge
  - Landscape and/or hardscape features (i.e. railings, rocks, etc.) located at travel lane edge
6. Where transit stops occur in the public right-of-way, pedestrian walkways shall provide a direct and clear connection from the building's main entrance to the transit stop.

## ***Guidelines***

### Encouraged:

7. Night lighting should be provided where stairs, curbs, ramps, abrupt changes in walk direction, and crossing vehicle lanes occur.

## **SIDEWALKS AND STREET TREES WITHIN PUBLIC RIGHT-OF-WAY**

### ***Intent***

To maintain a consistent street frontage and character for street right-of-ways.

### ***Standards***

Required:

1. Unless otherwise required or where larger plaza areas are provided, sidewalk paving material shall be consistent with street frontage improvements of adjacent developments. The use of LID materials are encouraged, if appropriate to site conditions.
2. Street trees within the public right-of-way shall be located in tree grates or continuous planted area (minimum 5 feet wide unless planting area interrupts required walking width for sidewalk) between the walking route of the sidewalk and the curb edge.
3. If a street has uniform planting of street trees, or a distinctive species, the new street trees shall match or compliment the planting pattern.
4. Where tree grates are used, they shall be ADA accessible and of a similar size and material as tree grates found in adjacent developments to maintain a similar overall streetscape appearance.

### ***Guidelines***

Encouraged:

5. Where street trees are planted between the walking route of the sidewalk and curb edge, root barriers, root channels, and/ or structural soils should be utilized to protect the sidewalk from possible, future root damage.

## **CURB CUT SPACING AND CONSOLIDATED DRIVEWAYS**

*(NOTE: Not applicable to Industrial Development)*

### ***Intent***

To enhance pedestrian and non-motorized transportation safety by consolidating driveways, while providing for adequate vehicular and service access

### ***Standards***

Required:

1. Minimize obstructions to pedestrian movement and the number of vehicular turning movements; expansions, redevelopments, or changes of use shall be evaluated for number, location, size, and by consolidation of vehicle access points.
2. Closely spaced adjacent driveways in the same development shall be combined for combined joint access, unless the City Engineer finds consolidation is impractical or will cause a hazard.

# SCREENING OF TRASH AND SERVICE AREAS

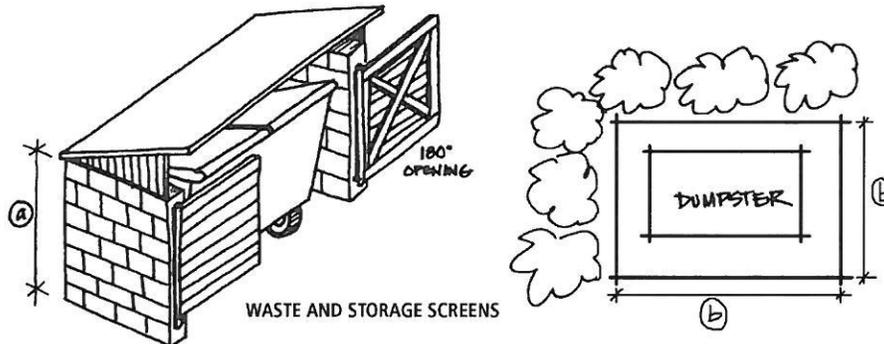
## *Intent*

To reduce the impact of service, loading, storage and trash storage areas and reduce attractiveness to pests

## *Standards*

Required:

1. All service, loading, storage and trash collection areas shall be screened by a combination of masonry, wood, or vinyl walls and planting areas.
2. Loading and service areas shall not face any residential district, unless no other location is possible.
3. All service, loading, storage and trash storage areas must be designed to reduce attractiveness to pests (rats, crows, raccoons, etc.) and include method(s) to secure contents



## SECTION 2

### *SITE DESIGN*

## DRIVEWAYS AND PARKING LOCATION

### **Intent**

The intent is to create a safe, lively and attractive streetscape that encourages pedestrian and non-motorized transportation activity in the commercial zone. It is further intended to reduce the number of access points onto the state highways, and to minimize the effect of parking lots from the sidewalks and streets while providing a safe line of vision in the area. See also the parking guidelines and standards in the Standards and Guidelines for All Development section of this document.

### *Standards*

Required:

1. Driveways are limited to one per 150 feet of street frontage, unless approved by City Engineer. Shared driveways are encouraged.

~~2. Parking shall be disbursed so that no more than 30% of the primary street frontage is in parking and no more than 70% of a secondary street. This requirement may be adjusted if Low Impact Development techniques are used, such as bio-infiltration or swales.~~

3. Parking Screening: Parking located along a street shall be screened as follows:

- Ten (10)-foot wide planting area between the parking lot and sidewalk to include trees fifteen (15) feet on center;
- An evergreen hedge no higher than four (4) feet;
- Additional plantings and ground cover less than four feet at maturity to provide 85% coverage at three years.

4. Commercial parking lots as a stand-alone use: Five-foot screening area including low walls, raised planter walls, landscaping and/or fencing up to four feet. Fencing up to 6 feet tall may be included if it is 75% transparent and includes a five-foot wide landscaped area. Chain-Vinyl coated chain link fence may be allowed as an element of an artistically designed architectural screening wall. Otherwise, chain link fence (coated or uncoated) is not allowed between the building and any road frontage.

5. Bicycle parking: One bicycle space shall be provided for every 10 vehicle parking spaces, at least half of which must be sheltered from the weather. Bicycle parking shall be well lit and close to the building entrance.

## CONNECTIONS TO ADJACENT DEVELOPMENT

### *Intent*

The mixed-commercial zone is located primarily along the city's two state highways for ease of access. The intent of these standards is to create an attractive physical environment to welcome customers and visitors; a network of safe, convenient, and attractive internal linkages for pedestrians, vehicles and non-motorized transportation between retail and mixed use developments; create an attractive physical environment to welcome customers and visitors; encourage the creation of safer commercial neighborhoods and live/work space by allowing multifamily residences in association with commercial uses; respect the existing small-town character of Sedro-Woolley with its street grid, buildings lining the street, street trees, and pedestrian scale; and provide for safe pedestrian and non-motorized transportation circulation in areas typically dominated by vehicles.



### *Standards:*

Required:

1. To help minimize the number of driveways on major thoroughfares and to enable ease of travel between adjacent businesses, connectivity shall be required. Parking areas between adjacent commercial developments shall be provided per Public Works Development Standards unless otherwise approved by the City Engineer.

2. Chain link fence of any type or coating may not be used to separate pedestrians from vehicular traffic or to define pedestrian walkways, unless as an element of an artistically designed architectural screening wall.

### ***Guidelines:***

Encouraged:

2. Pedestrian and non-motorized transportation connections should be clearly defined in a combination of 2 or more of the following ways:
  - a 6 inch vertical curb in combination with a raised walkway.
  - a trellis, special railing, bollards, and/or other architectural features to accent the walkway at key points.
  - a continuous landscape area minimum 3 feet wide on at least one side of the walkway, except as walkways cross vehicular travel lanes (where walkways abut a public right-of-way and/or driving aisles, the landscape area shall be provided between the walkway and the public right-of-way or driving aisle).
3. Pedestrian connections should be reinforced with pedestrian scale lighting, bollard lighting, accent lighting or a combination thereof to aid in pedestrians way-finding.
4. Pedestrian walkways should include clear sight lines to building entrances and should not be less than 4 feet wide.
5. Where landscape areas are provided, plant material should consist of a mixture of evergreen and deciduous trees and shrubs. A minimum 20% of plant varieties should provide year-round color, texture and/or other special interest. Shrubs should be maintained at a maximum 3 foot height for visibility. Ground covers should be evergreen varieties.

## **COMMON SPACE**

### ***Intent***

To ensure that the commercial and mixed use developments of Sedro-Woolley have a variety of places that are accessible, comfortable and appealing to the public. The property owner retains control and ownership of the space.

### ***Standards***

Required:

1. Each development of over 5,000 square feet of lot or 5,000 square feet of building area shall provide at least one public space according to the following formula:

One percent of the building area plus one percent of the lot area = minimum public space.

#### Examples of Public Space Requirement

Lot size	Building size	Public Space
50,000	10,000	600 sq. ft.
30,000	15,000	450 sq. ft.

10,000	7,500	175 sq. ft.
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2. Such common space shall be visible and accessible from a public sidewalk and should be contiguous and concentrated in one or two locations rather than scattered in small, unusable portions. It is preferred that such space be in close proximity to the main entrance of the building to take advantage of the flows of pedestrians, but other locations may be considered if they are visible and accessible to the public.

3. Such common space shall be provided in one or more of the following forms, as defined in this document:

- a) Plaza
- b) Green
- c) Courtyard
- d) Forecourt
- e) Sitting Area
- f) Widened Sidewalk
- g) Rain Garden Stormwater Treatment Area
- h) Art or Water Feature
- i) Special interest information, including historical information

The amount of area devoted to satisfying this requirement may be deducted from the amount of space otherwise devoted to parking lot landscaping.

4. Walking surface shall include two or more types of paving material, or treatment.

5. Private Open Space for Residential Portion:

- a) For sites with residential uses, a minimum of 15% of the area required for landscaping and open space shall be designed as private open space for use by residents.

OR

- b) Commercial developments incorporating residential uses shall have at least ten (10) ~~five~~ percent of the building area in a common open space accessible only to residents in addition to individual open spaces such as patios or decks.

Example of residential common open space requirement

Residential size	Open space size
6,000 sq. ft. (7-8 apartments)	<del>300</del> 600 sq. ft.
20,000 sq. ft.	<del>1000</del> 2,000 sq. ft.

### ***Guidelines***

Encouraged:

1. This space should be contiguous and concentrated in one or two locations, in close proximity to the main entrance of the building. The open space should take advantage of sunlight.

Should include at least three of the following:

- Landscaping;
- Lighting at pedestrian scale such as bollards or other accents;
- Special paving, such as pervious paving to improve drainage;
- Public art;
- Seating;
- Water feature;
- Public information kiosk

# PLAZAS, COURTYARDS, AND SEATING AREAS

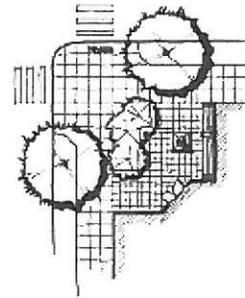
## *Intent*

To reinforce the pedestrian nature of Sedro-Woolley by providing usable public open space. Provide appropriately sized pathways with site amenities to create a space that is welcoming for pedestrian. Lighting and wall heights, as well as landscaping and site furnishings should be at scale to the pedestrian, not to autos.

## *Standards*

Required:

1. Where provided, pedestrian spaces shall be visible, well lit and accessible to the public.
2. Plazas, courtyards and other pedestrian spaces shall include at least three of the following:
  - special interest planting with a wide range of plant materials including perennials and flowering shrubs. A minimum 65% of plant material used shall provide seasonal flower and/or foliage color;
  - pedestrian scale, bollard, or other accent lighting;
  - special paving, such as colored/stained concrete, brick or other unit paver. The use of LID materials, if appropriate to the site conditions, is encouraged;
  - public art with a valuation of at least one-half of 1% of the total construction cost;
  - seating, such as benches, tables, or low seating walls; or
  - water feature



# SITE FURNISHINGS

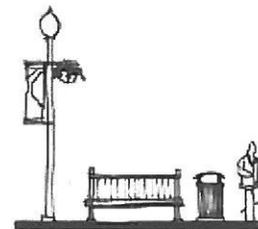
## *Intent*

To create a more pedestrian friendly street frontage through the use of permanent site furnishings at main pedestrian walkways, building entrances and other pedestrian areas.

## *Standards*

Required:

1. Permanent site furnishings, such as benches, tables and other pedestrian and non-motorized transportation amenities shall be made of durable, weather-resistant and vandal-resistant materials.
2. Permanent site furnishings shall be consistent with the overall character and appearance of the development.
3. Site furnishings shall not block pedestrian access to main walkways, open space areas and/or building entrances.
4. Lighting shall be lower than in streets and parking lots to maintain a pedestrian scale.



## Guidelines

Encouraged:

4. Permanent site furnishings, such as benches, tables, bike racks and other pedestrian amenities are encouraged to be provided at main pedestrian walkways, building entrances, plazas, open space and other pedestrian areas.

## BUILDING DESIGN

### ORIENTATION TO STREET

#### Intent

To ensure that buildings add to the liveliness of streets and the overall community character.

Building orientation is intended to create a welcoming streetscape for users of the public right-of-way. Orienting buildings toward and/or using landscaping to buffer parking areas visible from the main arterial creates an environment that fosters pedestrian use of city sidewalks, which improves the overall perception of the streetscape as a welcoming and safe environment. Creating such areas along the main thoroughfare can improve the regional perception of the community, making the city a more attractive place to shop. Making the Mixed Commercial zone a safe and attractive place for pedestrians and non-motorized transportation is of high priority.

#### Standards

Required:

1. Buildings along with or trees and landscaping shall be predominant, rather than parking lots and free-standing signs.
2. Pedestrian and non-motorized transportation access to the building shall be visually and functionally clear and should offer a convenient alternative to walking through driveway entrances and exits.



#### Guidelines

Encouraged:

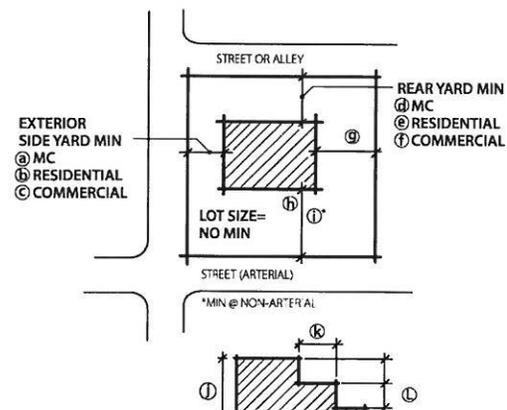
3. People traveling along arterial streets should be able to see storefronts, windows, merchandise, and other aspects of business activity.
4. Parking should be on opposite side of building from the main arterial.

### SETBACKS

#### Intent

To ensure the visibility of retail businesses and establish active, lively uses within close proximity to the sidewalk.

#### Guidelines



Encouraged:

1. Commercial buildings should be set as close as possible to the sidewalk, instead of located behind parking lots.
2. Portions of buildings should be set as close as possible to the sidewalk or property line, which can be accomplished in various ways. For instance, major portions of single buildings should abut the sidewalk. In multi-building developments, one or more buildings should be set to the sidewalk.
3. The requirement for Common Space may be reduced in the instance where a development locates its parking area behind the building and locates the building as close as is practical to the public sidewalk and street frontage.

## LIGHTING

### *Standards*

Light standards shall not exceed 20' in height for maximum security and shall include full cutoff luminaires so as not to shine onto adjacent properties or produce glare.

## WEATHER PROTECTION

### *Intent*

To provide weather protection for pedestrians.

### *Standards*

Required:

1. Where buildings are adjacent to a public sidewalk, canopies or awnings shall be provided. The minimum depth of any canopy or awning shall be 5 ft unless limited by the building code. The vertical dimension between the underside of a canopy or awning and the sidewalk shall be at least 8 ft and no more than 12 ft.
2. Weather protection can be combined with the method used to achieve visual prominence at entrances, and to protect bicycle racks.
3. Internal illumination (under-lighting) of awnings shall not be allowed unless the awning material is opaque. However, pedestrian-scale lighting and other down-lighting is allowed beneath awnings.



## ROOFLINE EXPRESSION *(Note: This standard does not apply to purely residential buildings)*

### *Intent*

To ensure that rooflines present a distinct profile and appearance for the building and express the neighborhood character.

## ***Standards***

Required:

1. Commercial buildings shall include extended parapets and projecting cornices to create a prominent edge when viewed against the sky. Sloping roof elements are allowed but not required.



## **CONCEALING ROOFTOP EQUIPMENT**

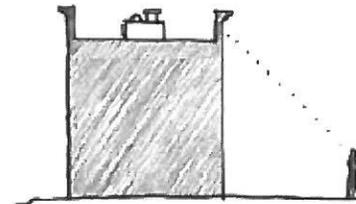
### ***Intent***

To screen view of rooftop mechanical and communications equipment where visible from the street level.

### ***Standards***

Required:

1. Mechanical equipment shall be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building.
2. Painting equipment, erecting fences, and using mansard-type roofs are not acceptable methods of screening.
3. Communication equipment shall be blended in with the design of the roofs, rather than being merely attached to the roof deck.



*Raised parapet*

## **EXPRESSION AT ENTRANCES TO LARGE DEVELOPMENTS**

### ***Intent***

To provide a reference point at the end of a block of façades or to mark intersections or entrances to developments larger than 5 acres, by providing visual interest at their entrance to the street.

### ***Guidelines***

Encouraged:

1. Developments at intersections should emphasize this unique aspect with two or more of the following methods:
  - a) placement of the primary entry
  - b) articulation
  - c) towers

- d) plazas
- e) distinctive roof forms
- f) other architectural features
- g) landscaping

## **DRIVE-THRU BUSINESSES**

### ***Intent***

To reduce the impact of car-oriented drive-thru businesses on pedestrian and non-motorized transportation activity.

### ***Standards***

Required:

1. When the drive-thru window or stacking space/lane is located on the street side of a building, screening shall be required between the driving lane/drive-thru window and the street and sidewalk.

### ***Guidelines***

Discouraged:

2. Drive-thru windows should not be allowed between the building and the street.

## **SCREENING BLANK WALLS**

### ***Guidelines***

Required:

Walls greater than 50 feet in length shall use two or more of the following techniques to minimize the apparent bulk:

- Landscaping with columnar tree varieties;
- Windows or other fenestration
- Material and/or texture change
- Color variation
- Setbacks or wall modulation

**Exhibit B –**

Proposed ordinance for amendments to the Design Standards and Guidelines

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

**AN ORDINANCE AMENDING THE SEDRO-WOOLLEY DESIGN STANDARDS  
AND GUIDELINES REGARDING DEVELOPMENT STANDARDS FOR THE  
MIXED COMMERCIAL ZONE**

**WHEREAS**, pursuant to the provisions of state law, Chapter 35A.63 of the Revised Code of Washington (RCW) and Chapter 36.70A RCW, the Sedro-Woolley City Council has adopted the Sedro-Woolley Municipal Code (SWMC) and supplemental Sedro-Woolley Design Standards and Guidelines; and

**WHEREAS**, the City of Sedro-Woolley Planning Commission has thoroughly reviewed the existing standards for development of the Mixed Commercial zone and discussed the topic at several Planning Commission meetings to receive public input on the issue; and

**WHEREAS**, the Planning Commission held four public meetings and three open record public hearings, on February 15, 2011, March 15, 2011 and April 19, 2011 to hear public comments of proposed revisions to the Design Standards and Guidelines; and

**WHEREAS**, based on public comments and other information presented, the Planning Commission made final recommendations for amendments to the Design Standards and Guidelines on August 16, 2010; and

**WHEREAS**, the City Council does hereby adopt the Planning Commission findings found in the Findings of Fact, Conclusions and Recommendations dated December 6, 2011;

**WHEREAS**, the ordinance amendments are procedural in nature, and therefore exempt from the State Environmental Policy Act (SEPA) review; and

**WHEREAS**, the City Council finds the proposed amendments to the Sedro-Woolley Design Standards and Guidelines to be consistent with and to implement the intent of the Sedro-Woolley Comprehensive Plan; and

**WHEREAS**, the City Council has concluded that it is in the best interest of the public health, safety and welfare to adopt this ordinance;

**WHEREAS**, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance;

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

**Section 1.**

The Sedro-Woolley Design Standards and Guidelines are amended as follows to amend the sections titled “Standards and Guidelines for All Development” and “Additional Standards for the Mixed Commercial Zone”:

# “Standards and Guidelines for All Development”

## *SITE DESIGN*

### LOCATION OF PARKING

#### ***Intent***

To maintain a contiguous, active pedestrian and non-motorized transportation realm along street fronts by locating parking lots behind, below or above buildings. In situations where there is one building on a property, the intention of the guideline is to encourage the parking relating to that building to be located primarily behind the building. In situations where one or more larger primary buildings are located in the interior of a property and multiple satellite pads are located adjacent to the street frontages, the intent of these guidelines is to locate the satellite pads close to the street frontage in a manner which breaks up the appearance of the parking area bulk from the viewpoint of the adjacent street frontages. In those situations where buildings and the open space adjacent to them are located near the property frontage rather than being separated from the street frontage by parking areas, the need for common space near the interior of the property is considered less essential.

#### ***Guidelines***

##### *Encouraged:*

1. Commercial parking lots should be located behind, below or above buildings when feasible. Where commercial parking lots are allowed to remain in front of or beside buildings, parking lots shall provide a 10 foot wide planting area between the parking lot and street right-of-way to include:

- a year-round sight barrier,
- evergreen shrubs,
- evergreen ground cover,
- shrub material maintained at a maximum height of 3 feet for visibility.

2. Where feasible in multi-family development, parking lots should be located behind, below or above buildings in new development or relocated behind buildings in redevelopment; though not directly adjacent to any street fronts. The front yard setbacks should be adjusted downward when the parking is placed to the rear of the units.

3. Access to multi-family parking lots located behind, below or above buildings should be provided from rear alleys, auto-courts, and/or other internal drives.

### **PARKING LOT LANDSCAPING (ALSO APPLICABLE TO LOT STORAGE, GAS STATION APRONS, AND DRIVE-THRUS)**

#### ***Intent***

To reduce the visual impact of parking lots through landscaped areas and/or architectural features that compliment the overall design and character of development.

#### ***Standards***

##### *Required:*

1. The number of trees required in the internal planting areas in parking lots shall be dependent upon the location of the parking lot in relation to the building and public right-of-way:

- where the parking lot is located between the building and the public right-of-way, one tree for every five spaces shall be provided (1:5).
- where the parking lot is located to the side of the building and partially abuts the public right-of-way, one tree for every six spaces shall be provided (1:6).

- where the parking lot is located behind building and is not visible from the public right-of-way, one tree for every seven spaces shall be provided (1:7).
2. Existing trees shall be retained unless they are unhealthy, cause public safety hazards, or cannot be reasonably retained due to site specific limits.

**Guidelines**

*Encouraged:*

1. Commercial parking lots are encouraged to meet stormwater drainage requirements by using Low Impact Development (LID) techniques wherever possible and practical.

**PARKING LOT SCREENING (ALSO APPLICABLE TO LOT STORAGE, GAS STATION APRONS, AND DRIVE-THRUS)**

**Intent**

To provide screening of parking in developments visible from the public right-of-way, while providing visibility for surveillance.

**Standards**

Required:

1. Parking lots that abut the public right-of-way shall be screened with one or a combination of the following treatments:
  - Low walls made of concrete, masonry, or other similar material and not exceeding a maximum height of 3 feet.
  - Raised planter walls planted with a minimum 80% evergreen shrubs not to exceed a total height of 3 feet, including planter wall and landscape planting.
  - Landscape plantings consisting of trees of which at least 80% are deciduous and shrubs and groundcover materials of which at least 80% are evergreen.
  - Landscaped berm with trees and evergreen shrubs.
2. Walls, fencing, and architectural details shall compliment the materials used in adjacent architectural styles.
3. Screen walls or fences located across a street or adjacent to a residential designation shall include one or more of the following:
  - Arbor and/or trellis structure with climbing vines
  - Architectural detailing, contrasting materials, or other special interest
  - Art
4. Walls and raised planters shall not exceed a maximum height of 3 feet, unless all of the following are provided:
  - screen treatment does not create a safety hazard.
  - portion of treatment that is above 3 feet in height is a minimum 75% transparent (i.e. see-through metal railing, trellis, or other similar treatment).
  - portion of wall/landscape treatment that is above 3 feet in height provides added visual interest, detail, and character suitable to the character of the development.
5. Where walls are provided, landscape planting areas shall be a minimum width of 5 feet and shall be located adjacent to the public right-of-way.
6. Fencing around parking lots shall be allowed if the following conditions are met:
  - All screen fencing should not exceed a maximum height of 6 feet, and any portion higher than 3 feet must be 75% transparent.
  - If an alternative fence material is used such as masonry, wrought iron, or wood etc., the fence must be 75% transparent and planting should consist of at least 30% coniferous trees and evergreen shrubs/groundcovers.
7. All plant material used for parking lot screening shall be managed and/or selected to provide clear views between 3 and 8 feet above the ground surface, for surveillance purposes.

8. Chain link fencing without vinyl cladding, powder coating or similar coating over the galvanized metal coating shall not be permitted to be used to screen or enclose parking along a public sidewalk. In addition, the use of razor ribbon or barbed wire shall be prohibited.
9. Chain link fencing, with or without coating, shall not be used on any street frontage, adjacent to a public sidewalk or adjacent to a residential designation.

**PARKING LOT LIGHTING** (*NOTE: Not applicable to car sales lots*) (**ALSO APPLICABLE TO LOT STORAGE, GAS STATION APRONS, AND DRIVE-THRUS**)

***Intent***

To maintain a safe and secure pedestrian and non-motorized transportation environment through the use of adequate, but not excessive, lighting

***Standards***

Required:

1. Lighting used in parking lots shall not exceed a maximum of 30 feet in height. Pedestrian scale lighting along sidewalks and any other applicable location shall be a maximum of 16 feet in height.
2. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through exterior shields or through optics within the fixture.

***Guidelines***

Encouraged:

3. The parking lot lighting should be appropriate to create adequate visibility at night and evenly distributed to increase security.
4. Lighting levels and design should comply with the Illuminating Engineering Society of North America's *Recommended Practices and Design Guidelines*, latest edition.

**PEDESTRIAN WALKWAYS THROUGH PARKING LOTS**

(*NOTE: Not applicable to Industrial Development*)

***Intent***

To provide safe, convenient, and attractive walkways for pedestrians through parking lots.

***Standards***

Required:

1. For parking lots that contain greater than 20 parking spaces, pedestrian connections shall be clearly defined in a combination of 2 or more of the following ways (except as walkways cross vehicular travel lanes):
  - a 6 inch vertical curb in combination with a raised walkway.
  - a trellis, special railing, bollards, and/or other architectural features to accent the walkway between parking bays.
  - special paving, such as concrete, pavers, or LID materials if appropriate, in an asphalt area.
  - a continuous landscape area minimum 3 feet wide on at least one side of the walkway (where walkways abut a public right-of-way and/or driving aisles, the landscape area shall be provided between the walkway and the public right-of-way or driving aisle).
2. ADA accessible connections shall be provided from ADA parking stalls to the main pedestrian walking routes and building entrances.
3. Pedestrian walkways within parking areas shall be a minimum 5 foot width of clear, unobstructed passage.
4. Pedestrian walkways shall provide a distinct linkage between a main entrance to the building and a concentration of vehicle parking spaces in order to encourage its use by pedestrians.

5. When buildings are not located directly adjacent to the sidewalk, pedestrian walkways shall connect the public sidewalk in the right-of-way to the main building entrance in a clear and direct manner, regardless of the number of parking spaces. Where pedestrian walkways cross vehicular travel lanes within a parking lot, walkways shall be raised a minimum of three inches (3") and marked with contrasting colored paving, pavers, or equivalent to differentiate from vehicular lane. The vehicular travel lane shall be narrowed to the minimum width at the pedestrian crossing and at least two (2) of the following traffic calming techniques shall be used:

- Pedestrian scale lighting
- Trellis or other cover extending over the walkway
- Bollards at the travel lane edge
- Landscape and/or hardscape features (i.e. railings, rocks, etc.) located at travel lane edge

6. Where transit stops occur in the public right-of-way, pedestrian walkways shall provide a direct and clear connection from the building's main entrance to the transit stop.

#### ***Guidelines***

##### ***Encouraged:***

7. Night lighting should be provided where stairs, curbs, ramps, abrupt changes in walk direction, and crossing vehicle lanes occur.

### **SIDEWALKS AND STREET TREES WITHIN PUBLIC RIGHT-OF-WAY**

#### ***Intent***

To maintain a consistent street frontage and character for street right-of-ways.

#### ***Standards***

##### ***Required:***

1. Unless otherwise required or where larger plaza areas are provided, sidewalk paving material shall be consistent with street frontage improvements of adjacent developments. The use of LID materials are encouraged, if appropriate to site conditions.
2. Street trees within the public right-of-way shall be located in tree grates or continuous planted area (minimum 5 feet wide unless planting area interrupts required walking width for sidewalk) between the walking route of the sidewalk and the curb edge.
3. If a street has uniform planting of street trees, or a distinctive species, the new street trees shall match or compliment the planting pattern.
4. Where tree grates are used, they shall be ADA accessible and of a similar size and material as tree grates found in adjacent developments to maintain a similar overall streetscape appearance.

#### ***Guidelines***

##### ***Encouraged:***

5. Where street trees are planted between the walking route of the sidewalk and curb edge, root barriers, root channels, and/ or structural soils should be utilized to protect the sidewalk from possible, future root damage.

### **CURB CUT SPACING AND CONSOLIDATED DRIVEWAYS**

*(NOTE: Not applicable to Industrial Development)*

#### ***Intent***

To enhance pedestrian and non-motorized transportation safety by consolidating driveways, while providing for adequate vehicular and service access

#### ***Standards***

##### ***Required:***

1. Minimize obstructions to pedestrian movement and the number of vehicular turning movements; expansions, redevelopments, or changes of use shall be evaluated for number, location, size, and by consolidation of vehicle access points.
2. Closely spaced adjacent driveways in the same development shall be combined for combined joint access, unless the City Engineer finds consolidation is impractical or will cause a hazard.

## **SCREENING OF TRASH AND SERVICE AREAS**

### ***Intent***

To reduce the impact of service, loading, storage and trash storage areas and reduce attractiveness to pests

### ***Standards***

Required:

1. All service, loading, storage and trash collection areas shall be screened by a combination of masonry, wood, or vinyl walls and planting areas.
2. Loading and service areas shall not face any residential district, unless no other location is possible.
3. All service, loading, storage and trash storage areas must be designed to reduce attractiveness to pests (rats, crows, raccoons, etc.) and include method(s) to secure contents.

...

## **“Additional Standards for the Mixed Commercial Zone”**

### ***SITE DESIGN***

#### **DRIVEWAYS AND PARKING LOCATION**

### ***Intent***

The intent is to create a safe, lively and attractive streetscape that encourages pedestrian and non-motorized transportation activity in the commercial zone. It is further intended to reduce the number of access points onto the state highways, and to minimize the effect of parking lots from the sidewalks and streets while providing a safe line of vision in the area. See also the parking guidelines and standards in the *Standards and Guidelines for All Development* section of this document.

### ***Standards***

Required:

1. Driveways are limited to one per 150 feet of street frontage, unless approved by City Engineer. Shared driveways are encouraged.
2. ~~Parking shall be disbursed so that no more than 30% of the primary street frontage is in parking and no more than 70% of a secondary street. This requirement may be adjusted if Low Impact Development techniques are used, such as bio-infiltration or swales.~~
3. Parking Screening: Parking located along a street shall be screened as follows:
  - Ten (10)-foot wide planting area between the parking lot and sidewalk to include trees fifteen (15) feet on center;
  - An evergreen hedge no higher than four (4) feet;
  - Additional plantings and ground cover less than four feet at maturity to provide 85% coverage at three years.
3. 4. Commercial parking lots as a stand-alone use: Five-foot screening area including low walls, raised planter walls, landscaping and/or fencing up to four feet. Fencing up to 6 feet tall

may be included if it is 75% transparent and includes a five-foot wide landscaped area. Chain Vinyl coated chain link fence may be allowed as an element of an artistically designed architectural screening wall. Otherwise, chain link fence (coated or uncoated) is not allowed between the building and any road frontage.

4 5. Bicycle parking: One bicycle space shall be provided for every 10 vehicle parking spaces, at least half of which must be sheltered from the weather. Bicycle parking shall be well lit and close to the building entrance.

## **CONNECTIONS TO ADJACENT DEVELOPMENT**

### ***Intent***

The mixed-commercial zone is located primarily along the city's two state highways for ease of access. The intent of these standards is to create an attractive physical environment to welcome customers and visitors; a network of safe, convenient, and attractive internal linkages for pedestrians, vehicles and non-motorized transportation between retail and mixed use developments; create an attractive physical environment to welcome customers and visitors; encourage the creation of safer commercial neighborhoods and live/work space by allowing multifamily residences in association with commercial uses; respect the existing small-town character of Sedro-Woolley with its street grid, buildings lining the street, street trees, and pedestrian scale; and provide for safe pedestrian and non-motorized transportation circulation in areas typically dominated by vehicles.

### ***Standards:***

#### Required:

1. To help minimize the number of driveways on major thoroughfares and to enable ease of travel between adjacent businesses, connectivity shall be required. Parking areas between adjacent commercial developments shall be provided per Public Works Development Standards unless otherwise approved by the City Engineer.

2. Chain link fence of any type or coating may not be used to separate pedestrians from vehicular traffic or to define pedestrian walkways, unless as an element of an artistically designed architectural screening wall.

### ***Guidelines:***

#### Encouraged:

2. Pedestrian and non-motorized transportation connections should be clearly defined in a combination of 2 or more of the following ways:

- a 6 inch vertical curb in combination with a raised walkway.
- a trellis, special railing, bollards, and/or other architectural features to accent the walkway at key points.

• a continuous landscape area minimum 3 feet wide on at least one side of the walkway, except as walkways cross vehicular travel lanes (where walkways abut a public right-of-way and/or driving aisles, the landscape area shall be provided between the walkway and the public right-of-way or driving aisle).

3. Pedestrian connections should be reinforced with pedestrian scale lighting, bollard lighting, accent lighting or a combination thereof to aid in pedestrians way-finding.

4. Pedestrian walkways should include clear sight lines to building entrances and should not be less than 4 feet wide.

5. Where landscape areas are provided, plant material should consist of a mixture of evergreen and deciduous trees and shrubs. A minimum 20% of plant varieties should provide year-round

color, texture and/or other special interest. Shrubs should be maintained at a maximum 3 foot height for visibility. Ground covers should be evergreen varieties.

**COMMON SPACE**

***Intent***

To ensure that the commercial and mixed use developments of Sedro-Woolley have a variety of places that are accessible, comfortable and appealing to the public. The property owner retains control and ownership of the space.

***Standards***

Required:

1. Each development of over 5,000 square feet of lot or 5,000 square feet of building area shall provide at least one public space according to the following formula:

One percent of the building area plus one percent of the lot area = minimum public space.

Examples of Public Space Requirement

Lot size	Building size	Public Space
50,000	10,000	600 sq. ft.
30,000	15,000	450 sq. ft.
10,000	7,500	175 sq. ft.

2. Such common space shall be visible and accessible from a public sidewalk and should be contiguous and concentrated in one or two locations rather than scattered in small, unusable portions. It is preferred that such space be in close proximity to the main entrance of the building to take advantage of the flows of pedestrians, but other locations may be considered if they are visible and accessible to the public.

3. Such common space shall be provided in one or more of the following forms, as defined in this document:

- a) Plaza
- b) Green
- c) Courtyard
- d) Forecourt
- e) Sitting Area
- f) Widened Sidewalk
- g) Rain Garden Stormwater Treatment Area
- h) Art or Water Feature
- i) Special interest information, including historical information

The amount of area devoted to satisfying this requirement may be deducted from the amount of space otherwise devoted to parking lot landscaping.

4. Walking surface shall include two or more types of paving material, or treatment.

5. Private Open Space for Residential Portion:

- a) For sites with residential uses, a minimum of 15% of the area required for landscaping and open space shall be designed as private open space for use by residents.

OR

- b) Commercial developments incorporating residential uses shall have at least ten (10) five percent of the building area in a common open space accessible only to residents in addition to individual open spaces such as patios or decks.

Example of residential common open space requirement

Residential size	Open space size
6,000 sq. ft. (7-8 apartments)	300 <u>600</u> sq. ft.
20,000 sq. ft.	1000 <u>2,000</u> sq. ft.

***Guidelines***

Encouraged:

1. This space should be contiguous and concentrated in one or two locations, in close proximity to the main entrance of the building. The open space should take advantage of sunlight.

Should include at least three of the following:

- Landscaping;
- Lighting at pedestrian scale such as bollards or other accents;
- Special paving, such as pervious paving to improve drainage;
- Public art;
- Seating;
- Water feature;
- Public information kiosk

**PLAZAS, COURTYARDS, AND SEATING AREAS**

***Intent***

To reinforce the pedestrian nature of Sedro-Woolley by providing usable public open space. Provide appropriately sized pathways with site amenities to create a space that is welcoming for pedestrian. Lighting and wall heights, as well as landscaping and site furnishings should be at scale to the pedestrian, not to autos.

***Standards***

Required:

1. Where provided, pedestrian spaces shall be visible, well lit and accessible to the public.
2. Plazas, courtyards and other pedestrian spaces shall include at least three of the following:
  - special interest planting with a wide range of plant materials including perennials and flowering shrubs. A minimum 65% of plant material used shall provide seasonal flower and/or foliage color;
  - pedestrian scale, bollard, or other accent lighting;
  - special paving, such as colored/stained concrete, brick or other unit paver. The use of LID materials, if appropriate to the site conditions, is encouraged;
  - public art with a valuation of at least one-half of 1% of the total construction cost;
  - seating, such as benches, tables, or low seating walls; or
  - water feature

**SITE FURNISHINGS**

***Intent***

To create a more pedestrian friendly street frontage through the use of permanent site furnishings at main pedestrian walkways, building entrances and other pedestrian areas.

***Standards***

Required:

1. Permanent site furnishings, such as benches, tables and other pedestrian and non-motorized transportation amenities shall be made of durable, weather-resistant and vandal-resistant materials.
2. Permanent site furnishings shall be consistent with the overall character and appearance of the development.
3. Site furnishings shall not block pedestrian access to main walkways, open space areas and/or building entrances.
4. Lighting shall be lower than in streets and parking lots to maintain a pedestrian scale.

***Guidelines***

Encouraged:

4. Permanent site furnishings, such as benches, tables, bike racks and other pedestrian amenities are encouraged to be provided at main pedestrian walkways, building entrances, plazas, open space and other pedestrian areas.

***BUILDING DESIGN***

**ORIENTATION TO STREET**

***Intent***

To ensure that buildings add to the liveliness of streets and the overall community character. Building orientation is intended to create a welcoming streetscape for users of the public right-of-way. Orienting buildings toward and/or using landscaping to buffer parking areas visible from the main arterial creates an environment that fosters pedestrian use of city sidewalks, which improves the overall perception of the streetscape as a welcoming and safe environment. Creating such areas along the main thoroughfare can improve the regional perception of the community, making the city a more attractive place to shop. Making the Mixed Commercial zone a safe and attractive place for pedestrians and non-motorized transportation is of high priority.

***Standards***

Required:

1. Buildings along with or trees and landscaping shall be predominant, rather than parking lots and free-standing signs.
2. Pedestrian and non-motorized transportation access to the building shall be visually and functionally clear and should offer a convenient alternative to walking through driveway entrances and exits.

***Guidelines***

Encouraged:

3. People traveling along arterial streets should be able to see storefronts, windows, merchandise, and other aspects of business activity.
4. Parking should be on opposite side of building from the main arterial.

**SETBACKS**

***Intent***

To ensure the visibility of retail businesses and establish active, lively uses within close proximity to the sidewalk.

***Guidelines***

Encouraged:

1. Commercial buildings should be set as close as possible to the sidewalk, instead of located behind parking lots.

2. Portions of buildings should be set as close as possible to the sidewalk or property line, which can be accomplished in various ways. For instance, major portions of single buildings should abut the sidewalk. In multi-building developments, one or more buildings should be set to the sidewalk.

3. The requirement for Common Space may be reduced in the instance where a development locates its parking area behind the building and locates the building as close as is practical to the public sidewalk and street frontage.

## **LIGHTING**

### ***Standards***

~~Light standards shall not exceed 20' in height for maximum security and shall include full cutoff luminaires so as not to shine onto adjacent properties or produce glare.~~

## **WEATHER PROTECTION**

### ***Intent***

To provide weather protection for pedestrians.

### ***Standards***

Required:

1. Where buildings are adjacent to a public sidewalk, canopies or awnings shall be provided. The minimum depth of any canopy or awning shall be 5 ft unless limited by the building code. The vertical dimension between the underside of a canopy or awning and the sidewalk shall be at least 8 ft and no more than 12 ft.
2. Weather protection can be combined with the method used to achieve visual prominence at entrances, and to protect bicycle racks.
3. Internal illumination (under-lighting) of awnings shall not be allowed unless the awning material is opaque. However, pedestrian-scale lighting and other down-lighting is allowed beneath awnings.

**ROOFLINE EXPRESSION** (*Note: This standard does not apply to purely residential buildings*)

### ***Intent***

To ensure that rooflines present a distinct profile and appearance for the building and express the neighborhood character.

### ***Standards***

Required:

1. Commercial buildings shall include extended parapets and projecting cornices to create a prominent edge when viewed against the sky. Sloping roof elements are allowed but not required.

## **CONCEALING ROOFTOPEQUIPMENT**

### ***Intent***

To screen view of rooftop mechanical and communications equipment where visible from the street level.

### ***Standards***

Required:

1. Mechanical equipment shall be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building.
2. Painting equipment, erecting fences, and using mansard-type roofs are not acceptable methods of screening.

3. Communication equipment shall be blended in with the design of the roofs, rather than being merely attached to the roof deck.

### **EXPRESSION AT ENTRANCES TO LARGE DEVELOPMENTS**

#### ***Intent***

To provide a reference point at the end of a block of façades or to mark intersections or entrances to developments larger than 5 acres, by providing visual interest at their entrance to the street.

#### ***Guidelines***

Encouraged:

1. Developments at intersections should emphasize this unique aspect with two or more of the following methods:
  - a) placement of the primary entry
  - b) articulation
  - c) towers
  - d) plazas
  - e) distinctive roof forms
  - f) other architectural features
  - g) landscaping

### **DRIVE-THRU BUSINESSES**

#### ***Intent***

To reduce the impact of car-oriented drive-thru businesses on pedestrian and non-motorized transportation activity.

#### ***Standards***

Required:

1. When the drive-thru window or stacking space/lane is located on the street side of a building, screening shall be required between the driving lane/drive-thru window and the street and sidewalk.

#### ***Guidelines***

Discouraged:

2. Drive-thru windows should not be allowed between the building and the street.

### **SCREENING BLANK WALLS**

#### ***Guidelines***

Required:

Walls greater than 50 feet in length shall use two or more of the following techniques to minimize the apparent bulk:

Landscaping with columnar tree varieties;

Windows or other fenestration

Material and/or texture change

Color variation

Setbacks or wall modulation

...

**Section 2. EFFECTIVE DATE.** This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

**Section 3. 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 \_\_\_\_\_ 2011, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_ 2011.

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

Attest:

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

Approved as to form:

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

Published \_\_\_\_\_

DEC 14 2011

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

# Memorandum

**To:** City Council  
**From:** Mike Anderson  
**Date:** 12/7/2011  
**Re:** 2012 Salary Ordinance

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**Issue:** Should the Council adopt the attached ordinance which establishes 2012 salaries for the City's appointed and elected officials?

**Background information:** Stated salaries on the attached ordinance are as included in the Mayor's 2012 Revised Preliminary Budget.

Employees represented by AFSCME were scheduled to receive an increase of 3.15% per the collective bargaining agreement; however agreed to a 1.0% increase per a memo of understanding with the group. Non-represented employees will also receive a 1.0% increase unless otherwise stated in individual's contracts or as adjusted per Council review. Employees represented by the SWPSG will receive a 2.0% increase.

All salaries for non-elected staff are shown prior to longevity, specialty pay, incentive pay or deductions for anticipated closure days. The Mayor's salary includes a 5% reduction which is the equivalent of 13 closure days.

**Recommendation:** Motion to approve the 2012 Salary Ordinance.

Ordinance No. \_\_\_\_\_ An Ordinance Establishing the Salaries and Wages for Elected Officials, Union/Guild and Non-Represented Employees of the City of Sedro-Woolley for the Fiscal Year Beginning January 1, 2012.

AN ORDINANCE ESTABLISHING THE SALARIES AND WAGES FOR ELECTED OFFICIALS, UNION (GUILD) AND NON-UNION EMPLOYEES OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2012

WHEREAS, it is necessary to establish, on an annual basis, the salaries and wages of Elected Officials and Union (Guild) and Non-Union staff; and

WHEREAS, the City is in the second year of three year agreements with the Sedro-Woolley Public Safety Guild – Police Department Commissioned Employees, and Police Department Support Employees, and applicable wages are depicted below; and

WHEREAS, the City is in the fourth year of a six year agreement with the American Federation of State, County and Municipal Employees, AFL-CIO, Local 176-SW, (AFSCME); and applicable wages are depicted below; and

WHEREAS, Non-Union represented staff shall receive a 1.0% cost of living increase with salaries and wages depicted below. The City Council has reviewed certain positions and increased salaries as deemed appropriate.

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

Section 1. The year 2012 wages for AFSCME represented City employees shall be established per the current agreement, which increases wages as depicted below.

Section 2. The 2012 wages for Sedro-Woolley Public Safety Guild represented City employees shall be established per the current contracts as depicted below.

Section 3. The 2012 salaries and wages for non-union employees shall increase by 1.0% and as depicted below.

Section 4. The 2012 annual salary for members of the Sedro-Woolley City Council shall be \$500 per month.

Section 5. The 2012 annual salary for Mayor of the City of Sedro-Woolley shall be \$1,900 per month.

Section 6. The base salaries and wages for all other employees of the City of Sedro-Woolley are established as follows, not including applicable longevity, specialty pay, incentive pay or deductions for anticipated closure days:

TITLE:

SALARY OR WAGE RANGE:

**Non-Represented**

City Supervisor/City Attorney	\$ 7,674 Per Month
Public Works Director	\$ 7,550 Per Month
Police Chief	\$ 7,220 Per Month
Fire Chief	\$ 6,950 Per Month
Police Lieutenant	\$ 6,594 Per Month
Finance Director	\$ 6,350 Per Month
Assistant Fire Chief/Training Officer	\$ 6,205 Per Month
City Engineer	\$ 6,050 Per Month
IT Director	\$ 5,773 Per Month
Planning Director/Building Official	\$ 5,634 Per Month
Librarian	\$ 4,978 Per Month
Assistant Stormwater Permit Manager	\$ 3,120 – \$4,120 Per Month
Senior Planner	\$ 4,655 Per Month
Police Confidential Secretary	\$ 3,962 Per Month
Assistant Librarian	\$ 3,520 Per Month
Riverfront Park Caretaker	\$ 100 Per Month
Facility Monitor (part time)	\$ 25.00 Per Hour
Court Clerk (part time)	\$ 22.50 Per Hour
Work Crew Leader (part time)	\$ 17.00 Per Hour
Transcriptionist (part time)	\$ 14.00 Per Hour
Public Safety Receptionist (part time)	\$ 13.50 Per Hour
Firefighters (part-time)	\$ 12.00 Per Hour
Library Extra Help (part time)	\$ 9.75 - \$17.50 Per Hour

**Sedro-Woolley Public Safety Guild**

Commissioned Employees

Police Sergeant	\$6,033 - \$6,276 Per Month
Police Officer	\$4,541 - \$5,588 Per Month

Support Employees

Records Supervisor	\$3,205 - \$3,981 Per Month
Records Clerk	\$3,052 - \$3,828 Per Month
Dispatch Clerk	\$2,946 - \$3,631 Per Month
Code Enforcement Officer	\$3,213 - \$3,517 Per Month

**Union, AFSCME**

Wastewater Treatment Supervisor	\$4,537 - \$5,791 Per Month
Foreman/Supervisor	\$4,297 - \$5,483 Per Month
Lead Plant Operator	\$3,692 - \$4,712 Per Month
Lead Utility Worker/Equip Operator	\$3,510 - \$4,480 Per Month
Plant Operator II	\$3,496 - \$4,462 Per Month

TITLE:	SALARY OR WAGE RANGE:
Wastewater Collection Specialist II	\$3,496 - \$4,462 Per Month
Utility Worker/Equip Operator II	\$3,314 - \$4,231 Per Month
Plant Operator I	\$3,292 - \$4,203 Per Month
Wastewater Collection Specialist I	\$3,292 - \$4,203 Per Month
Utility Worker/Equipment Operator I	\$3,196 - \$4,078 Per Month
Engineering/Planning Technician	\$3,042 - \$3,883 Per Month
Public Works Assistant	\$3,015 - \$3,848 Per Month
Deputy Clerk	\$2,985 - \$3,808 Per Month
Accounting Clerk	\$2,896 - \$3,697 Per Month
Permitting Technician	\$2,896 - \$3,697 Per Month
Secretary Clerk	\$2,773 - \$3,538 Per Month
Building/Sewer Inspector	\$2,914 - \$3,719 Per Month
Custodian	\$2,662 - \$3,401 Per Month
Mechanic (part-time)	\$18.63 - \$28.99 Per Hour
Seasonal positions	\$10.00 - \$15.00 Per Hour

Section 7. The above depicted salaries and wages shall be in effect beginning January 1, 2012.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 14TH DAY OF DECEMBER, 2011.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Finance Director

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

COMMITTEE  
REPORTS  
AND  
REPORTS  
FROM  
OFFICERS