

Next Ord: 1497-05

Next Res: 710-05

MISSION STATEMENT

The mission of the Sedro-Woolley City government is to provide selected services that are not traditionally offered by the private sector. This will be achieved through providing the highest quality services we can within the resources with which we're provided; involving residents in all aspects of planning and operations; serving as a clearinghouse for public information; and operating facilities which meet the legitimate, identified concerns of the residents of and visitors to our community.

We believe in being community-centered, consistently contributing to the quality of life in our area and as fully deserving of the public's trust through the consistent expression of positive values and acceptance of accountability for producing meaningful results.

CITY COUNCIL AGENDA

January 12, 2005

7:00 PM

Sedro-Woolley Community Center
703 Pacific Street

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

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

- a. Minutes from Previous Meeting
 - b. Finance
 - Claim Vouchers #53218 to #53430 for \$632,294.91
 - Payroll Warrants #34729 to #34824 for \$130,658.14
 - Payroll Warrants #34825 to #34916 for \$179,445.89
 - c. Waiver of Fees - Community Center - Cub Scout Pack 4067 - February 5, 2005
 - d. Waiver of Fees - Community Center - Old Time Fiddlers - December 3, 2005
 - e. Waiver of Fees - SW Little League Baseball - Misc. January/February Dates
 - f. Waiver of Fees - Riverfront Park - Cub Scout Pack 4067- June 16, 2005
 - g. Request for Out of State Travel - Fire Department
 - h. Interlocal Agreement - Skagit County and SWFD for Confined Space Training
 - i. Intergovernmental Cooperative Purchasing Agreement Revision - State of Washington
 - j. Contract - Earth Tech
 - k. Request to Surplus Part of Garbage Truck
 - l. Appointments to Sedro-Woolley Planning Commission
 - m. Interlocal Agreement - SR20 Bicycle/Pedestrian Trail Project with Skagit County
 - n. Amendment #1 to Skagit County Interlocal Re: SR20/F&S Intersection
 - o. Spillman Public Safety System Order Supplement
 - p. Extension of Earnest Money Agreement on Trail Road
4. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARINGS

5. Resolution - Extension of Interim Moratorium on New Subdivisions Served by Township and Metcalf Streets Sewer

OLD BUSINESS

6. Stanislaw/Janicki Annexation

NEW BUSINESS

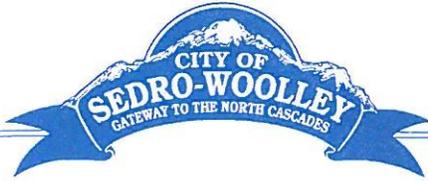
7. Ordinance - Refinancing of Public Safety Bonds

8. Ordinance - Utility Tax

9. Ordinance - 2005 Salary Ordinance

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 1-3

DATE: January 12, 2005
TO: Mayor Dillon and City Council
FROM: Patsy Nelson, Clerk-Treasurer
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the January 12, 2005 Regular Meeting to Order. The Clerk-Treasurer will note those in attendance and those absent.

___ Ward 1 Councilmember Ted Meamber
___ Ward 2 Councilmember Tony Splane
___ Ward 3 Councilmember Tom Storrs
___ Ward 4 Councilmember Pat Colgan
___ Ward 5 Councilmember Hugh Galbraith
___ Ward 6 Councilmember Rick Lemley
___ At-Large Councilmember Mike Anderson

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.

JAN 12 2005

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
December 8, 2004 – 7:00 P.M. – Community Center

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

Pledge of Allegiance

ROLL CALL: Present: Mayor Dillon, Councilmembers: Meamber, Splane, Storrs, Colgan, Galbraith, Lemley and Anderson. Staff: City Attorney Hayden, Clerk/Treasurer Nelson, Engineer Blair, Planner Lahr, Police Chief Wood and Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #53131 to #53217 for \$317,892.37
 - Payroll Warrants #34634 to #34728 for \$189,389.03
- Waiver of Fees – Community Center – DCFS – December 14, 2004
- Waiver of Fees – Community Center – Skagit Co. PUD – December 10, 2004
- Interlocal Agreement – Provision of Senior Services with Skagit County for 2005
- Collective Bargaining Agreement – Public Safety Guild Support Employees

Councilmember Storrs moved to approve the consent calendar Items A through F. Seconded by Councilmember Meamber. Motion carried.

Public Comment

Kevin Loy – 128 Garden of Eden Rd., addressed the Council regarding previous concerns with the Planning Commission. Loy announced that the Planning Commission has now adopted Rules and Regulations to follow, including an attendance policy. He challenged the Council to support the rules and regulations adopted by the Planning Commission, support the Planning Commission and to work on an open line of communication with the Planning Commission.

Lauren Fretas – 1433 S. 12th St., Mt. Vernon, spoke to the Council regarding a partnership opportunity between the Sedro-Woolley, Hamilton and District 8 Fire Departments. She noted that she has been working with Chief Klinger regarding an aerial ladder truck and reviewed a proposal for a joint purchasing agreement for a ladder truck and peripheral equipment. She requested to be placed on a future agenda should the Council be interested in exploring the partnership.

Julie Calix – 216 Gibson St., addressed the Council regarding water problems she is experiencing since the completion of the sewer project in the alley behind her residence. She discussed damage to her home which she believes is a result of this project and requested action.

Ron Power – addressed the Council and encouraged maintaining the Police Department under the control of the City.

PUBLIC HEARINGS

Resolution – Design Standards and Guidelines Manual

Planner Lahr reviewed background information for the proposed resolution adopting a Design Standards and Guidelines Manual for use by the Planning Commission. The manual would be used to guide growth in industrial/commercial/multi-family and planned residential developments. It would include suggested design elements and required design elements. The purpose of the resolution is to enter findings in support of the ordinance.

Mayor Dillon opened the Public Hearing at 7:14 P.M.

No Public Comment Received

Mayor Dillon closed the Public Hearing at 7:15 P.M.

Councilmember Storrs moved to approve Resolution #707-04 A Resolution of the City Council of the City of Sedro-Woolley Entering Findings of Fact in Support of Interim Ordinance No. 1488-04 Adopting A Design Standards and Guidelines Manual. Councilmember Colgan seconded. Motion carried.

Resolution – Annexation of FEMA Property – Former Skagit County Lots

Attorney Hayden reviewed the history of the FEMA property formerly owned by Skagit County, located north of the existing Riverfront Park and adjacent to the Little League Ball Fields. He reviewed a map of the property. Hayden noted it would bridge a gap between the existing City limits and the park and stressed that the annexation requests does not include any privately owned property. Zoning was addressed and use restrictions that were part of the original agreement which follows the property regardless of ownership.

Mayor Dillon opened the public hearing at 7:23 P.M.

Robert Woolsey – 933 Alexander St., spoke in support of the annexation if annexed for the right reasons. He noted that any development of the property, even for ball fields would be wrong because of the need to level the land. He encouraged making the land into a reserve and interpretive center which could be done with federal grant money.

Bill Knuth – 24230 Alexander St., addressed the use of chemical weed control in the area. He also spoke of the history of the property and fill of neighboring property which changed the lay of the land. Knuth expressed concern of illegal activities taking place and being conducted with limited police officers for enforcement. He stated he believes a ball field would create more damage to the land.

Mayor Dillon read letters into the record in support of the annexation as long as the property is utilized as a park and the letters requested open communication regarding flood concerns and culvert installations to prevent damage. The letters were signed by Tom Vlahovich, Sr., Tom Vlahovich, Jr., and Ginny Good.

The Mayor closed the public hearing at 7:30 P.M.

Discussion was held regarding use of the property and Council involvement in the decision of the use of the property. Audience discussion was held regarding possible funding for a reserve.

Councilmember Anderson moved to adopt Resolution #708-04 A Resolution of the City of Sedro-Woolley, Washington, Resolving to Annex Real Property Contiguous to the Southern Portion of the City, and Adopting a Proposed Land Use Zoning Regulation for the Real Property, and Subjecting the Property to its Pro-Rata Share of City Indebtedness. Seconded by Councilmember Colgan. Motion carried.

Councilmember Storrs requested Mayor Dillon research the possibility of the inclusion of the PUD property at the same time as the annexation of the FEMA property.

Ordinance – 2004 Budget Amendment

Clerk/Treasurer Nelson reviewed the proposed Ordinance for the 2004 Budget Amendments. She summarized the changes as outlined in the staff memo.

Mayor Dillon opened the Public Hearing at 7:40 P.M.

No public comment received.

Mayor Dillon closed the Public Hearing at 7:41 P.M.

Councilmember Storrs moved to adopt Ordinance #1493-04 An Ordinance Amending Ordinance No. 1458-03, “An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, For the Fiscal Year Ending December 31, 2004”. Councilmember Splane seconded.

Roll Call Vote: Meamber – Yes, Splane – Yes, Storrs – Yes, Colgan – Yes, Galbraith – Yes, Lemley – Yes and Anderson – Yes. Motion carried.

OLD BUSINESS

None

NEW BUSINESS

Interlocal Agreement – Annexation and Road Improvements on Fruitdale & McGarigle

Attorney Hayden reviewed background information for the proposed Interlocal Agreement for the delivery of services and revenue sharing for the “Stanislaw Properties, et al”. Hayden noted the agreement would have both the County and City working equally on a 50/50 basis to develop the roads to urban standards. The upgrades would take place over the next 10 years. Developer Impact fees would not be shared. Hayden complimented Commissioner Anderson for his effort in bringing this agreement forward.

Discussion ensued to include budgeting, expense of work, area of work and affect on County and City budgets.

Councilmember Storrs moved to enter into an Interlocal Agreement with Skagit County concerning the Stanislaw Property annexation and to provide the permitting during the transition and shared cost in road improvements with Skagit County. Seconded by Councilmember Colgan. Motion carried.

Resolution – Brickyard Meadows Division 2 Final Plat Application

Planner Lahr reviewed the request for approval of the Final Plat of Brickyard Meadows Division 2. She noted that preliminary plat approval was granted on November 14, 1994 by Resolution #559.

Councilmember Meamber moved to approve Resolution #709-04 A Resolution Granting Final Approval to “Brickyard Meadows” Planned Development, Division 2, for 11 Single-Family Lots and 11 Multifamily Units (No. 2569). Councilmember Anderson seconded. Motion carried.

Ordinance – Extension of Interim Moratorium on New Subdivisions Served by Township and Metcalf Streets Sewer

Engineer Blair reviewed the proposed ordinance for the extension of the Interim Moratorium on New Subdivisions served by Township and Metcalf Street Sewers. Blair reviewed the progress that has been made and encouraged Council to extend the moratorium for an additional six months. Blair noted that a portion of Metcalf south of Highway 20 (Moore Street) has been removed from the moratorium area.

Council discussion took place to include the Gibson Street situation, Township Street line capacity, project timing and design and funding mechanisms.

Councilmember Anderson moved to adopt Ordinance #1494-04 An Interim Ordinance of the City of Sedro-Woolley Extending a Moratorium on Subdivisions in Certain Areas Served by the Township Street and Metcalf Street Sewer Mains for a Period of Six Months and Requiring New Applications to be Accompanied by Confirmation From the Public Works Director that Line Capacity is Available. Seconded by Councilmember Storrs.

Roll Call Vote: Councilmember Anderson – Yes, Lemley – Yes, Galbraith – Yes, Colgan – Yes, Storrs – Yes, Splane – Yes, and Meamber – Yes. Motion carried.

Councilmember Anderson questioned the process of the Public Hearing and noted his displeasure of doing public hearings in reverse.

Addition to Cemetery Ordinance No. 1456-03 Establishing Rates for Estate Model Columbarium Niche

Engineer Blair reviewed the proposed ordinance which adds a section for the Columbarium (niche) wall and set rates.

Discussion of the Headstone setting fee listing ensued.

Councilmember Lemley moved to adopt Ordinance #1495-04 An Ordinance of the City of Sedro-Woolley Washington, Establishing Rates at the Sedro-Woolley Union Cemetery, and Amending #1456-03 removing “headstone setting at \$75.00” under Burial Space on Page 1. Councilmember Colgan seconded.

Roll Call Vote: Councilmember Meamber – Yes, Splane – Yes, Splane – Yes, Colgan – Yes, Galbraith – Yes, Lemley – Yes, and Anderson – Yes. Motion carried.

Ordinance – Establishing the 2005 City Council & Planning Commission Meeting Schedules

Mayor Dillon reviewed the City Council and Planning Commission Meeting Schedule for the year 2005.

Councilmember Storrs moved to adopt Ordinance #1496-04 An Ordinance of the City of Sedro-Woolley Establishing the 2005 City Council and Planning Commission Meeting Schedules. Seconded by Councilmember Splane.

Roll Call Vote: Councilmember Anderson – Yes, Lemley – Yes, Galbraith – Yes, Colgan – Yes, Storrs – Yes, Splane – Yes, and Meamber – Yes. Motion carried.

Elect Mayor Pro-Tem

Mayor Dillon noted it was again time to elect a Mayor Pro Tem for the year 2005.

Councilmember Meamber moved to appoint Tom Storrs as Mayor Pro Tem for the year 2005. Seconded by Councilmember Colgan. Motion carried.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Mayor Dillon – thanked the Councilmembers for their participation in the Christmas Parade.

Police Department Research

Mayor Dillon reported on her research as requested by Council for the costs of contracting police services through Skagit County. She reviewed very rough estimates for the services which are estimated at \$1,128,000.00. The cost would be for 12 officers, not including ancillary items such as office space, support officers, office personnel and accounting services. She requested the Council provide direction from this point.

The general consensus of the Council was not to pursue the topic any further.

Lin Tucker – 9774 Collins Road, added several other possible costs that would be included such as an additional judge and prosecutor. Tucker addressed the commitment of the police department to the City and requested Council commit to the department as well.

Mayor Dillon restated her understanding of the Council consensus to discontinue any further research and maintain the current police department under the City. Applause from the audience was received.

Chief Wood – thanked the Council for their support and noted their desire to live up to the support received from the Mayor, Council and community.

Councilmember Meamber – congratulated everyone involved in the downtown decorations. He thanked Councilmember Splane for the use of his truck and lights for the parade as well as Councilmember Lemley for the use of the hay.

Councilmember Storrs – noted the great time participating in the parade.

Councilmember Galbraith – spoke of the pride and spirit in the community and is proud to be a part of it.

Councilmember Lemley – extended everyone a happy and joyous holiday season.

Councilmember Anderson – expressed interest in having a web-cam incorporated into Hammer Heritage Square. Anderson wished everyone a happy holiday season.

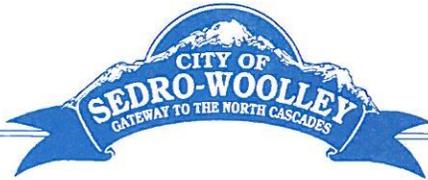
EXECUTIVE SESSION

The meeting adjourned to executive session at 8:34 P.M. for the purpose of personnel with no decision anticipated.

The meeting reconvened at 9:00 P.M.

Councilmember Lemley moved to adjourn. Seconded by Councilmember Storrs. Motion carried.

The meeting adjourned at 9:00 P.M.



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 30

DATE: January 12, 2005
TO: Mayor Dillon and City Council
FROM: Patsy Nelson, Clerk-Treasurer
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers and Payroll Warrants proposed for payment for the period ending January 12, 2005.

Motion to approve Claim Vouchers #53218 to #53430 in the amount of \$632,294.91.

Motion to approve Payroll Warrants #34729 to #34824 in the amount of \$130,658.14 & #34825 to #34916 in the amount of \$179,445.89.

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
 BSTRAN WARRANT REGISTER
 12/31/04 15:59

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
53218	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	285.00
		MISC-FILING FEES/LIEN EXP	SAN	305.00
		WARRANT TOTAL		590.00
53219	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	270.81
		POSTAGE	SAN	270.81
		WARRANT TOTAL		541.62
53220	ABOVE ALL GUTTER SYSTEMS	REPAIRS/MAINT-EQUIP	FD	86.32
		WARRANT TOTAL		86.32
53221	ADVANCED POWDER COATING	REPAIR/MAINT-EQUIP & BLDG	CEM	1,315.15
		WARRANT TOTAL		1,315.15
53222	ADVANCE TRAVEL	TRAVEL	PD	311.42
		WARRANT TOTAL		311.42
53223	ALL-PHASE ELECTRIC	BUILDINGS & STRUCTURES	SWR	311.05
		WARRANT TOTAL		311.05
53224	ALLIANCE OFFICE PRODUCTS	SUPPLIES	JUD	204.95
		SUPPLIES	JUD	131.49
		SUPPLIES	JUD	155.20
		SUPPLIES	JUD	34.44
		SUPPLIES	FIN	56.14
		SUPPLIES/BOOKS	PLN	32.53
		SUPPLIES/BOOKS	PLN	7.18-
		SUPPLIES	ENG	32.53
		SUPPLIES	ENG	7.18-
		OFF/OPER SUPPS & BOOKS	INSP	32.54
		OFF/OPER SUPPS & BOOKS	INSP	7.18-
		OPERATING SUPPLIES	ST	10.78
		WARRANT TOTAL		669.06
53225	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES	PD	145.25
		OPERATING SUPPLIES	PK	102.13
		OPERATING SUPPLIES	PK	93.55
		SAFETY EQUIPMENT	CEM	69.54
		REPAIRS/MAINTENANCE BLDG.	LIB	76.77
		OPERATING SUPPLIES	SWR	158.94
		PORTABLE EQUIPMENT	SWR	536.53
		WARRANT TOTAL		1,182.71
53226	APEX TOWING	PROFESSIONAL SERVICES	PD	145.67
		WARRANT TOTAL		145.67
53227	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	352.00
		WARRANT TOTAL		352.00
53228	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	69.50
		AUTO FUEL	CS	43.29
		AUTO FUEL	PD	522.26

CITY OF SEDRO-WOODLEY
 EXTRAN WARRANT REGISTER
 12/31/04 15:59

ARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		AUTO FUEL	PD	621.30
		AUTO FUEL/DIESEL	FD	175.98
		AUTO FUEL/DIESEL	FD	274.66
		AUTO FUEL/DIESEL	PK	189.56
		AUTO FUEL/DIESEL	CEM	28.72
		AUTO FUEL/DIESEL	CEM	179.40
		AUTO FUEL/DIESEL	ST	303.04
		AUTO FUEL/DIESEL	ST	363.20
		MAINT OF GENERAL EQUIP	SWR	75.53
		AUTO FUEL/DIESEL	SWR	415.85
		AUTO FUEL/DIESEL	SWR	150.85
		AUTO FUEL/DIESEL	SAN	935.11
		AUTO FUEL/DIESEL	SAN	830.52
		WARRANT TOTAL		5,178.85
53229	ASSOC PETROLEUM PRODUCTS	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
53230	AQUA-TERR SYSTEMS INC	PROFESSIONAL SERVICES	PLN	2,700.00
		WARRANT TOTAL		2,700.00
53231	AT & T	TELEPHONE	JUD	2.84
		TELEPHONE	FIN	26.67
		TELEPHONE	LGL	45.43
		TELEPHONE	PLN	12.30
		TELEPHONE	ENG	6.63
		TELEPHONE	INSP	1.89
		TELEPHONE	SWR	36.60
		WARRANT TOTAL		132.36
53232	AT & T WIRELESS	TELEPHONE	PD	1,060.84
		TELEPHONE	PD	59.49
		TELEPHONE	PD	535.41
		TELEPHONE	PD	870.54
		WARRANT TOTAL		2,526.28
53233	AVAYA INC.	TELEPHONE	JUD	68.28
		TELEPHONE	FIN	170.70
		TELEPHONE	PLN	34.14
		TELEPHONE	ENG	34.14
		TELEPHONE	INSP	34.14
		WARRANT TOTAL		341.40
53234	BANK OF AMERICA	DUES/SUBSCRIPTIONS	ENG	225.00
		POSTAGE	INSP	7.25
		OPERATING SUPPLIES	PK	88.20
		OPERATING SUPPLIES	PK	303.16
		MEALS/TRAVEL	SWR	26.51
		MISC-TUITION/REGISTRATION	SWR	130.94
		WARRANT TOTAL		779.16
53235	BARNETT IMPLEMENT CO. INC	SAFETY EQUIPMENT	CEM	12.29

CITY OF SEDRO-WOOLLEY
 BSTRAN WARRANT REGISTER
 12/31/04 15:59

ARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR/MAINT-EQUIP & BLDG	CEM	321.38
		REPAIR/MAINT-EQUIP & BLDG	CEM	19.08
		REPAIR/MAINT-EQUIP & BLDG	CEM	351.30
		REPAIR/MAINT-EQUIP & BLDG	CEM	362.85
		WARRANT TOTAL		1,076.90
53236	B & B SHREDDING, LLC	SUPPLIES	JUD	15.00
		WARRANT TOTAL		15.00
53237	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES	PD	107.85
		OPERATING SUPPLIES	FD	107.84
		OPERATING SUPPLIES	PK	160.05
		OPERATING SUPPLIES	SWR	31.89
		WARRANT TOTAL		416.43
53238	BEITLER, HAROLD	RETIRED MEDICAL	PD	879.60
		WARRANT TOTAL		879.60
53239	BERG VAULT COMPANY	LINERS	CEM	1,210.00
		WARRANT TOTAL		1,210.00
53240	BLARG! ONLINE SVC. INC.	TELEPHONE	FD	19.95
		WARRANT TOTAL		19.95
53241	BLAIR, RICHARD J.	TRAVEL	ENG	199.50
		WARRANT TOTAL		199.50
53242	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	74.53
		UNIFORMS/ACCESSORIES	PD	66.34
		UNIFORMS/ACCESSORIES	PD	18.49-
		WARRANT TOTAL		122.38
53243	BOULDER PARK, INC	MAINT - SOLIDS HANDLING	SWR	5,358.69
		WARRANT TOTAL		5,358.69
53244	BREATHING APPARATUS	SMALL TOOLS & MINOR EQUIP	FD	1,536.00
		REPAIRS/MAINT-EQUIP	FD	68.60
		WARRANT TOTAL		1,605.40
53245	BROWN & COLE STORES	REPAIRS/MAINT-DORM	FD	47.17
		WARRANT TOTAL		47.17
53246	BRIM TRACTOR COMPANY INC	REPAIRS/MAINTENANCE	PK	88.83
		WARRANT TOTAL		88.83
53247	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	487.48
		PUBLIC UTILITIES	FD	1,440.58
		PUBLIC UTILITIES-COMM CTR	PK	155.59
		PUBLIC UTILITIES-SR CTR	PK	407.03
		PUBLIC UTILITIES-FOOD BANK	PK	62.05
		PUBLIC UTILITIES - HHS	PK	79.15
		PUBLIC UTILITIES	PK	325.56

CITY OF SEDRO-WOODLEY
 BUDYAN WARRANT REGISTER
 12/31/04 15:59

ARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES	ST	58.02
		PUBLIC UTILITIES	LIB	205.87
		PUBLIC UTILITIES	SAN	189.78
		WARRANT TOTAL		3,410.11
53248	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	10.68
		OPERATING SUPPLIES	SAN	13.49
		WARRANT TOTAL		24.17
53249	CENVIO	OFFICE/OPERATING SUPPLIES	PD	124.43
		WARRANT TOTAL		124.43
53250	CH2MHILL	PROF SVS-ENGINEERING	SWR	6,161.56
		PROF SVS-ENGINEERING	SWR	15,686.58
		WARRANT TOTAL		21,848.54
53251	CHEVRON U.S.A., INC.	AUTO FUEL	PD	6.46
		WARRANT TOTAL		6.46
53252	CHICKADEE	BOOKS SKABIT COUNTY	LIB	39.00
		WARRANT TOTAL		39.00
53253	CITY OF BURLINGTON	EQUIPMENT & VEHICLES	SWR	5,000.00
		WARRANT TOTAL		5,000.00
53254	CINTAS CORPORATION #460	UNIFORMS	FD	47.61
		UNIFORMS	FD	49.36
		UNIFORMS	FD	49.36
		WARRANT TOTAL		146.33
53255	CITIES INSURANCE ASSOC.	INSURANCE & BONDS	JUD	696.00
		INSURANCE & BONDS	FIN	1,993.00
		INSURANCE	LGL	639.00
		INSURANCE	CS	8,669.00
		INSURANCE	PLN	1,324.00
		INSURANCE	ENG	1,359.00
		INSURANCE	PD	24,147.00
		INSURANCE	FD	13,588.00
		INSURANCE	INSP	1,644.00
		INSURANCE	PK	9,769.00
		INSURANCE	CEM	2,979.00
		INSURANCE	ST	10,385.00
		MISC-JUDGMENT & DAMAGES	ST	150.21
		INSURANCE	LIB	8,345.00
		OPERATING SUPPLIES	SWR	287.45
		INSURANCE	SWR	23,588.00
		INSURANCE	SAN	6,801.00
		INSURANCE	SAN	1,000.00
		WARRANT TOTAL		117,353.66
53256	CLAUDES CLEAN CARE &	REPAIRS/MAINTENANCE	RV	465.26
		REPAIRS/MAINTENANCE	RV	142.00

CITY OF SEDRO-WOOLLEY
 EGTRAN WARRANT REGISTER
 12/31/04 15:59

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		607.34
53257	COLLINS OFFICE SUPPLY, INC	SUPPLIES	LGS	174.73
		SUPPLIES	FIN	17.89
		SUPPLIES	ENG	5.87
		OFFICE/OPERATING SUPPLIES	PD	39.91
		OFFICE/OPERATING SUPPLIES	PD	145.61
		OFFICE SUPPLIES	FD	3.87
		WARRANT TOTAL		387.08
53258	COMPUTER SUPPORT GROUP	REPAIR/MAINT-COMPUTER	LIB	275.00
		WARRANT TOTAL		275.00
53259	COOK PAGING (WA)	TELEPHONE	FD	6.18
		WARRANT TOTAL		6.18
53260	COUNTRYSIDE CHEVROLET	REPAIR & MAINTENANCE	CS	31.29
		REPAIR & MAINT - AUTO	PD	268.26
		REPAIR & MAINT - AUTO	PD	54.36
		REPAIR & MAINT - AUTO	PD	42.45
		WARRANT TOTAL		396.36
53261	CRYSTAL SPRINGS	SUPPLIES	LGS	55.92
		SUPPLIES	JUD	19.73
		OPERATING SUPPLIES	CS	13.75
		OPERATING SUPPLIES	FD	53.45
		OPERATING SUPPLIES	ST	5.75
		OPERATING SUPPLIES	SWR	17.50
		OPERATING SUPPLIES	SAN	14.38
		OPERATING SUPPLIES	SAN	19.30
		WARRANT TOTAL		199.70
53262	DAVID EVANS & ASSOC INC	ENGINEERING-SKABIT LIGHT	AST	2,088.83
		WARRANT TOTAL		2,088.83
53263	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE	PD	48.14
		WARRANT TOTAL		48.14
53264	DESTINATION WIRELESS	REPAIRS/MAINT-EQUIP	FD	16.13
		REPAIRS/MAINTENANCE	PK	21.51
		TELEPHONE	ST	16.17
		TELEPHONE	ST	26.96
		OPERATING SUPPLIES	SWR	21.54
		WARRANT TOTAL		102.31
53265	DIGITAL SYSTEMS & SOLUTNS	PROFESSIONAL SERVICES	FIN	192.06
		PROFESSIONAL SERVICES	FIN	24.01
		PROFESSIONAL SERVICES	FIN	240.00
		PROFESSIONAL SERVICES	FIN	48.02
		OFFICE SUPPLIES	LGL	160.05
		OFFICE SUPPLIES	LGL	48.02
		OFFICE SUPPLIES	LGL	24.01

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ARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PROFESSIONAL SERVICES PD	96.03
		PROFESSIONAL SERVICES PD	216.07
		PROFESSIONAL SERVICES PD	108.03
		PROFESSIONAL SERVICES PD	144.05
		PROFESSIONAL SERVICES PD	144.05
		PROFESSIONAL SERVICES PD	360.12
		PROFESSIONAL SERVICES PD	432.14
		PROFESSIONAL SERVICES PD	288.09
		PROFESSIONAL SERVICES PD	307.25
		PROFESSIONAL SERVICES PD	192.06
		PROFESSIONAL SERVICES PD	288.09
		PROFESSIONAL SERVICES PD	12.00
		PROFESSIONAL SERVICES PD	192.06
		PROFESSIONAL SERVICES PD	240.08
		PROFESSIONAL SERVICES PD	446.38
		UNEMPLOYMENT FD	96.03
		REPAIRS/MAINT-EQUIP FD	108.04
		REPAIRS/MAINT-EQUIP FD	96.03
		REPAIRS/MAINT-EQUIP FD	48.02
		REPAIRS/MAINT-EQUIP FD	56.32
		REPAIRS/MAINT-EQUIP FD	24.01
		REPAIRS/MAINT-EQUIP FD	12.01
		REPAIRS/MAINT-EQUIP FD	96.03
		PROFESSIONAL SERVICES SWR	144.05
		PROFESSIONAL SERVICES SWR	48.02
		PROFESSIONAL SERVICES SWR	24.01
		PROFESSIONAL SERVICES SAN	240.08
		WARRANT TOTAL	5,203.40
53266	DIGITAL SYSTEMS & SOLUTNS	VOIDED WARRANT	.00
		WARRANT TOTAL	.00
53267	DIGITAL SYSTEMS & SOLUTNS	VOIDED WARRANT	.00
		WARRANT TOTAL	.00
53268	DMCJA-S. SHELTON, TREAS.	TUITION/REGISTRATION JUD	125.00
		WARRANT TOTAL	125.00
53269	DOLITTLE FAB LTD	MAINT OF GENERAL EQUIP SWR	192.33
		WARRANT TOTAL	192.33
53270	E & E LUMBER	REPAIR/MAINTENANCE JUD	112.34
		REPAIR/MAINTENANCE JUD	21.14
		REPAIR/MAINTENANCE JUD	21.58
		REPAIR & MAINTENANCE CS	12.39
		BUILDINGS & STRUCTURES FD	12.88
		REPAIRS/MAINTENANCE RV	77.17
		REPAIRS/MAINTENANCE RV	8.05
		OPERATING SUPPLIES PK	26.53
		OTHER IMPROVEMENTS PK	4.12
		OTHER IMPROVEMENTS PK	28.79
		OTHER IMPROVEMENTS PK	42.32

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OTHER IMPROVEMENTS	PK	10.19
		OTHER IMPROVEMENTS	PK	295.14
		OTHER IMPROVEMENTS	PK	28.13
		OTHER IMPROVEMENTS	PK	22.34
		OTHER IMPROVEMENTS	PK	38.00
		OTHER IMPROVEMENTS	PK	16.14
		OTHER IMPROVEMENTS	PK	203.76
		OTHER IMPROVEMENTS	PK	115.76
		REPAIR/MAINT-EQUIP & BLDG	CEM	350.46
		OPERATING SUPPLIES	ST	5.71
		OPERATING SUPPLIES	ST	30.72
		SMALL TOOLS/MINOR EQUIP	ST	313.95
		OPERATING SUPPLIES	ST	50.05
		OPERATING SUPPLIES	ST	130.79
		OPERATING SUPPLIES	SWR	36.03
		OPERATING SUPPLIES	SWR	66.08
		OPERATING SUPPLIES	SWR	11.02
		OPERATING SUPPLIES	SWR	8.94
		OPERATING SUPPLIES	SWR	10.74
		BUILDINGS & STRUCTURES	SWR	234.54
		REPAIRS/MAINT-BUILDING	SAN	14.37
		REPAIRS/MAINT-BUILDING	SAN	11.99
		WARRANT TOTAL		2,365.09
53271	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
53272	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
53273	EOS INTERNATIONAL	REPAIR/MAINT-COMPUTER	LID	2,100.00
		WARRANT TOTAL		2,100.00
53274	ENTERPRISE SALES, INC.	CONTAINERS	SAN	5,000.92
		WARRANT TOTAL		5,000.92
53275	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	210.00
		WARRANT TOTAL		210.00
53276	ELTEK SYSTEMS	PORTABLE EQUIPMENT	SWR	3,776.50
		WARRANT TOTAL		3,776.50
53277	EMERGENCY MEDICAL	OPERATING SUPPLIES	FD	849.08
		OPERATING SUPPLIES	FD	69.95
		WARRANT TOTAL		919.03
53278	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	PD	20.00
		PROFESSIONAL SERVICES	ST	20.00
		WARRANT TOTAL		40.00
53279	PELLER HEATING & AIR COND	MAINT OF GENERAL EQUIP	SWR	431.60
		WARRANT TOTAL		431.60

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
53288	FERGUSON ENTERPRISES INC	OTHER IMPROVEMENTS WARRANT TOTAL	PK	73.73 73.73
53289	FIDALGO NETWORKING	TELEPHONE WARRANT TOTAL	SAN	55.00 55.00
53292	GAYLORD BROS.	SUPPLIES SUPPLIES SUPPLIES WARRANT TOTAL	LIB LIB LIB	89.32 253.89 47.31 390.52
53293	GUARDIAN SECURITY	FIRE/THEFT PROTECTION WARRANT TOTAL	FD	25.00 25.00
53294	GUTIERREZ, JIM	TRAVEL WARRANT TOTAL	ST	37.50 37.50
53295	HACH COMPANY	OPERATING SUPPLIES OPERATING SUPPLIES WARRANT TOTAL	SWR SWR	134.92 104.46 239.38
53296	HARVEY, WARD & ASSOC. INC	TUITION/REGISTRATION WARRANT TOTAL	PD	200.00 200.00
53297	H. D. FOWLER COMPANY	OPERATING SUPPLIES WARRANT TOTAL	ST	1,361.16 1,361.16
53298	HEPBURN SUPERIOR	LINERS WARRANT TOTAL	CEM	505.56 505.56
53299	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL WARRANT TOTAL	PD	68.03 68.03
53290	HOLMBERG, KERIG	REPAIR & MAINT -- AUTO WARRANT TOTAL	PD	3.23 3.23
53291	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY HUMANE SOCIETY WARRANT TOTAL	PD PD	495.00 55.00 550.00
53292	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP WARRANT TOTAL	LIB	62.14 62.14
53293	INDUST. ELECTRIC CO INC	MAINT OF GENERAL EQUIP WARRANT TOTAL	SWR	3,358.17 3,358.17
53294	INGRAM LIBRARY SERVICES	BOOKS SKAGIT COUNTY BOOKS SKAGIT COUNTY BOOKS SKAGIT COUNTY BOOKS SKAGIT COUNTY BOOKS SKAGIT COUNTY BOOKS SKAGIT COUNTY	LIB LIB LIB LIB LIB LIB	168.15 4,227.32 16.89 118.14 49.96 5.90

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ARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BOOKS SKAGIT COUNTY	LIB	39.76
		BOOKS SKAGIT COUNTY	LIB	10.14
		BOOKS SKAGIT COUNTY	LIB	57.54
		BOOKS SKAGIT COUNTY	LIB	20.75
		BOOKS SKAGIT COUNTY	LIB	15.91
		BOOKS SKAGIT COUNTY	LIB	24.66
		BOOKS SKAGIT COUNTY	LIB	19.97
		BOOKS SKAGIT COUNTY	LIB	11.40
		BOOKS SKAGIT COUNTY	LIB	50.59
		BOOKS SKAGIT COUNTY	LIB	17.06
		WARRANT TOTAL		4,862.14
53295	INGRAM LIBRARY SERVICES	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
53296	ISLAND CO. SHERIFF OFFICE	TUITION/REGISTRATION	PD	235.66
		WARRANT TOTAL		235.66
53297	ISOMEDIA.COM	TELEPHONE	FIN	8.73
		TELEPHONE	PLN	8.74
		TELEPHONE	ENG	8.74
		TELEPHONE	INSP	8.74
		TELEPHONE	LIB	39.95
		WARRANT TOTAL		74.90
53298	RONALD JOHN	RETIRED MEDICAL	PD	182.00
		WARRANT TOTAL		182.00
53299	KAPTEIN'S ACE HARDWARE	REPAIR/MAINTENANCE	JUD	11.00
		REPAIR & MAINTENANCE	CS	21.57
		REPAIR & MAINTENANCE	CS	58.24
		BUILDINGS & STRUCTURES	FD	79.66
		BUILDINGS & STRUCTURES	FD	30.19
		BUILDINGS & STRUCTURES	FD	30.89
		REPAIRS/MAINTENANCE	RV	25.44
		REPAIRS/MAINTENANCE	RV	31.81
		REPAIRS/MAINTENANCE	RV	35.21
		REPAIR/MAINT COMM CTR	PK	58.21
		REPAIR/MAINT COMM CTR	PK	3.23
		REPAIR/MAINT--SENIOR CTR	PK	6.46
		REPAIR/MAINT--SENIOR CTR	PK	36.10
		OPERATING SUPPLIES	PK	15.08
		OPERATING SUPPLIES	PK	7.74
		REPAIRS/MAINTENANCE	PK	24.26
		SMALL TOOLS/MINOR EQUIP	CEM	106.79
		REPAIR/MAINT-EQUIP & BLDG	CEM	14.64
		REPAIR/MAINT-EQUIP & BLDG	CEM	4.70
		OPERATING SUPPLIES	ST	39.14
		SMALL TOOLS/MINOR EQUIP	ST	6.25
		SMALL TOOLS/MINOR EQUIP	ST	46.04
		MAINTENANCE OF LINES	SWR	5.40
		MAINTENANCE OF LINES	SWR	7.00

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MAINTENANCE OF LINES	SWR	7.00
		MAINT OF GENERAL EQUIP	SWR	8.00
		OPERATING SUPPLIES	SWR	34.74
		OPERATING SUPPLIES	SWR	17.77
		OPERATING SUPPLIES	SWR	8.16
		OPERATING SUPPLIES	SWR	32.33
		OPERATING SUPPLIES	SWR	56.92
		OPERATING SUPPLIES	SWR	7.53
		OPERATING SUPPLIES	SWR	29.94
		OPERATING SUPPLIES	SWR	21.56
		OPERATING SUPPLIES	SWR	21.56
		OPERATING SUPPLIES	SWR	45.30
		OPERATING SUPPLIES	SWR	10.56
		OPERATING SUPPLIES	SWR	25.86
		OPERATING SUPPLIES	SWR	15.00
		OPERATING SUPPLIES	SWR	10.34
		OPERATING SUPPLIES	SWR	43.79
		OPERATING SUPPLIES	SWR	4.20
		OPERATING SUPPLIES	SWR	73.54
		SMALL TOOLS & MINOR EQUIP	SWR	31.58
		PORTABLE EQUIPMENT	SWR	474.75
		REPAIRS/MAINT-BUILDING	SAN	31.37
		OPERATING SUPPLIES	SAN	56.09
		OPERATING SUPPLIES	SAN	64.23
		OPERATING SUPPLIES	SAN	8.59
		WARRANT TOTAL		1,802.96
53300	KAPTEIN'S ACE HARDWARE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
53301	KAPTEIN'S ACE HARDWARE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
53302	KAPTEIN'S ACE HARDWARE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
53303	KATY ISAKSEN ASSOCIATES	PROFESSIONAL SERVICES	SWR	2,522.38
		WARRANT TOTAL		2,522.38
53304	KESSELRING'S	AMMUNITION	PD	3,479.25
		MACHINERY & EQUIPMENT	PD	109.27
		WARRANT TOTAL		3,588.53
53305	L N CURTIS & SONS	SMALL TOOLS & MINOR EQUIP	FD	2,435.92
		WARRANT TOTAL		2,435.92
53306	LABCORP	PROFESSIONAL SERVICES	PD	50.00
		PROFESSIONAL SERVICES	INSP	50.00
		WARRANT TOTAL		100.00
53307	LAKESIDE INDUSTRIES	OTHER IMPROVEMENTS	SWR	2,987.42
		OTHER IMPROVEMENTS	SWR	1,702.37

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		4,689.79
53308	LANGUAGE EXCH. INC. (THE)	PROFESSIONAL SERVICES	JUD	270.00
		WARRANT TOTAL		270.00
53309	LANIER HEALTHCARE	SUPPLIES	LDS	88.92
		WARRANT TOTAL		88.92
53310	LEE JOHNSON & SONS	IMPROVEMENT- SR 20	SWR	111,673.18
		WARRANT TOTAL		111,673.18
53311	LOGGERS AND CONTRACTORS	SMALL TOOLS/MINOR EQUIP	CEM	36.69
		REPAIR/MAINT-EQUIP & BLDG	CEM	72.69
		OPERATING SUPPLIES	ST	44.37
		REPAIR/MAINTENANCE-EQUIP	ST	4.66
		MAINT OF GENERAL EQUIP	SWR	59.57
		OPERATING SUPPLIES	SWR	18.46
		WARRANT TOTAL		236.44
53312	LOUIS AUTO GLASS	REPAIRS/MAINT-EQUIP	SAN	246.34
		WARRANT TOTAL		246.34
53313	MAC GREGOR PUBLISHING CO	ADVERTISING	PK	86.40
		WARRANT TOTAL		86.40
53314	LEXISNEXIS MATTHEW BENDER	TUITION/REGISTRATION	JUD	88.64
		WARRANT TOTAL		88.64
53315	MCCLOUGHLIN & EARDLEY CORP	SMALL TOOLS & MINOR EQUIP	FD	869.19
		WARRANT TOTAL		869.19
53316	MEDTRONIC PHYSIO-CONTROL	OPERATING SUPPLIES	FD	184.46
		WARRANT TOTAL		184.46
53317	MELTON, NEWELL R.	OPERATING SUPPLIES	ST	27.25
		TRAVEL	ST	404.39
		WARRANT TOTAL		431.64
53318	MID-AMERICAN	MAINTENANCE OF LINES	SWR	163.99
		OPERATING SUPPLIES	SAN	309.28
		WARRANT TOTAL		473.27
53319	MINUTEMAN PRESS	ADVERTISING-FIRE PREV/EDUC	FD	53.48
		WARRANT TOTAL		53.48
53320	MORTENSON SIGNS	REPAIRS/MAINT-BUILDING	SAN	1,354.90
		WARRANT TOTAL		1,354.90
53321	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	ST	1,341.49
		WARRANT TOTAL		1,341.49
53322	NAT'L GEOGRAPHIC SOCIETY	BOOKS SKAGIT COUNTY	LIB	34.00

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		34.00
53323	NAT'L PARKS/CONSERVATION	BOOKS GRABIT COUNTY	LIB	60.00
		WARRANT TOTAL		60.00
53324	NEWMAN SIGNS INC	OPERATING SUPPLIES	ST	879.85
		WARRANT TOTAL		879.85
53325	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	76.23
		TELEPHONE	LSL	25.40
		TELEPHONE	PLN	33.87
		NEXTEL CELL PHONES		59.28
		TELEPHONE	PD	406.40
		TELEPHONE	FD	177.80
		TELEPHONE	INSP	59.28
		CELL PHONES	PK	101.64
		TELEPHONE	CEM	50.82
		TELEPHONE	ST	177.80
		NEXTEL CELL PHONES		152.46
		NEXTEL CELL PHONES	SAN	152.46
		WARRANT TOTAL		1,473.44
53326	NORTHWEST CASCADE INC.	OPERATING SUPPLIES	PK	62.70
		OPERATING SUPPLIES	PK	87.37
		WARRANT TOTAL		150.07
53327	NORTHWEST BIOSOLIDS MGMT	MISC--DUES/SUBSCRIPTIONS	SWR	414.00
		WARRANT TOTAL		414.00
53328	NORTHWEST HOT SPRING SPAS	OPERATING SUPPLIES	SWR	399.23
		WARRANT TOTAL		399.23
53329	NWS TRAFFIC ENGINEERING	FRUITDALE LIGHT	AST	2,200.77
		WARRANT TOTAL		2,200.77
53330	OFFICE DEPOT	SUPPLIES	FIN	146.85
		SUPPLIES	FIN	10.10
		OFFICE/OPERATING SUPPLIES	PD	160.07
		WARRANT TOTAL		317.02
53331	OFFICE SYSTEMS	OPERATING RENTALS/LEASES	FIN	417.81
		WARRANT TOTAL		417.81
53332	OFFICE OF MINORITY &	PROFESSIONAL SERVICES	FIN	12.50
		WARRANT TOTAL		12.50
53333	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	CEM	20.48
		CLOTHING	ST	.60
		CLOTHING	SWR	97.09
		CLOTHING	SWR	95.45
		OPERATING SUPPLIES	SWR	271.82
		CLOTHING	SAN	195.19

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ARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		579.43
53334	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	23.40
		LAUNDRY	CS	23.40
		MISC-LAUNDRY	PK	28.27
		MISC-LAUNDRY	PK	28.27
		MISC-LAUNDRY	PK	28.27
		MISC-LAUNDRY	PK	28.27
		MISC-LAUNDRY	PK	28.27
		MISC-LAUNDRY	CEM	13.56
		MISC-LAUNDRY	CEM	13.56
		MISC-LAUNDRY	ST	15.82
		MISC-LAUNDRY	ST	14.26
		MISC-LAUNDRY	ST	14.38
		MISC-LAUNDRY	ST	14.38
		MISC-LAUNDRY	ST	15.82
		MISC-LAUNDRY	ST	15.82
		LAUNDRY	SWR	16.44
		LAUNDRY	SWR	16.44
		LAUNDRY	SWR	16.44
		LAUNDRY	SWR	16.44
		WARRANT TOTAL		343.18
53335	OVERALL LAUNDRY SERV INC	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
53336	OUTWEST UNLIMITED	REPAIR/MAINT-EQUIP & BLDG	CEM	210.00
		WARRANT TOTAL		210.00
53337	PACIFIC POWER BATTERIES	OFFICE/OPERATING SUPPLIES	PD	38.63
		REPAIRS/MAINT-EQUIP	FD	77.32
		REPAIR/MAINT-EQUIP & BLDG	CEM	40.96
		WARRANT TOTAL		156.91
53338	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	507.54
		REPAIRS/MAINT-EQUIP	FD	969.87
		REPAIR/MAINT-EQUIP & BLDG	CEM	323.51
		OPERATING SUPPLIES	ST	860.85
		OPERATING SUPPLIES	ST	19.57-
		OPERATING SUPPLIES	ST	53.90
		OPERATING SUPPLIES	ST	863.20
		REPAIRS/MAINT-EQUIP	SAN	345.28
		REPAIRS/MAINT-EQUIP	SAN	84.16
		REPAIRS/MAINT-EQUIP	SAN	84.16
		WARRANT TOTAL		4,160.90
53339	PEOPLE EN ESPANOL	BOOKS SKAGIT COUNTY	LIB	30.14
		WARRANT TOTAL		30.14
53340	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	92.07
		WARRANT TOTAL		92.07
53341	PITTMAN, HAROLD	RETIRED MEDICAL	PD	19.00

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		RETIRED MEDICAL	PD	34.00
		WARRANT TOTAL		53.00
53342	PLANNING ASSOC OF WASH	MISC-DUES/SUBSCRIP/MEMSHIP PLN		80.00
		WARRANT TOTAL		80.00
53343	PRINTWISE, INC.	SUPPLIES	JUD	173.72
		WARRANT TOTAL		173.72
53344	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	36.14
		PUBLIC UTILITIES	CS	29.33
		PUBLIC UTILITIES	FD	96.59
		PUBLIC UTILITIES	RV	117.03
		PUBLIC UTILITIES - HHS	PK	95.16
		PUBLIC UTILITIES	PK	63.05
		PUBLIC UTILITIES	CEM	40.71
		PUBLIC UTILITIES	ST	90.62
		PUBLIC UTILITIES	LIB	18.01
		PUBLIC UTILITIES	SWR	110.22
		PUBLIC UTILITIES	SAN	27.06
		WARRANT TOTAL		723.92
53345	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	1,323.61
		PUB UTILITIES-MALL	CS	10.55
		PUB UTILITIES-MALL	CS	12.48
		PUBLIC UTILITIES	FD	1,007.03
		PUBLIC UTILITIES	RV	587.62
		PUBLIC UTILITIES-COMM CTR	PK	156.69
		PUBLIC UTILITIES-SR CTR	PK	320.22
		PUBLIC UTILITIES-TRAIN	PK	584.16
		PUBLIC UTILITIES	PK	438.03
		PUBLIC UTILITIES	CEM	92.53
		PUBLIC UTILITIES	ST	83.58
		PUBLIC UTILITIES	ST	259.10
		PUBLIC UTILITIES	ST	6,583.11
		PUBLIC UTILITIES	ST	60.67
		PUBLIC UTILITIES	LIB	190.63
		ADVERTISING	HOT	38.22
		PUBLIC UTILITIES	SWR	119.71
		PUBLIC UTILITIES	SWR	6,431.97
		PUBLIC UTILITIES	SAN	224.12
		WARRANT TOTAL		18,540.03
53346	PURCHASE POWER	OFFICE SUPPLIES	CIV	17.23
		POSTAGE	PD	304.86
		POSTAGE	FD	132.12
		WARRANT TOTAL		534.21
53347	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	932.09
		MAINTENANCE OF LINES	SWR	931.42
		WARRANT TOTAL		1,863.51

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ARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
53348	READERS DIGEST	BOOKS SKAGIT COUNTY	LIB	10.00
		WARRANT TOTAL		10.00
53349	REICHARDT & EBE ENG, INC	PROF SVS-ENGINEERING	SWR	6,104.00
		PROF SVS-ENGINEERING	SWR	327.00
		PROF SVS-ENGINEERING	SWR	5,761.00
		WARRANT TOTAL		12,192.00
53350	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	67.85
		OFFICE/OPERATING SUPPLIES	PD	86.60
		WARRANT TOTAL		154.45
53351	RINKER MATERIALS	OTHER IMPROVEMENTS	SWR	5,266.83
		OTHER IMPROVEMENTS	SWR	3,224.43
		OTHER IMPROVEMENTS	SWR	1,778.28
		OTHER IMPROVEMENTS	SWR	2,355.90
		OTHER IMPROVEMENTS	SWR	1,174.65
		OTHER IMPROVEMENTS	SWR	1,191.25
		WARRANT TOTAL		14,781.34
53352	RITE 2U	REPAIR & MAINTENANCE	ENG	49.00
		REPAIRS/MAINT-EQUIP	PD	169.06
		WARRANT TOTAL		218.06
53353	RITA STREET APPLIANCE	MISC-LAUNDRY	SAN	150.00
		WARRANT TOTAL		150.00
53354	RITE AID	OPERATING SUPPLIES	PK	49.61
		WARRANT TOTAL		49.61
53355	RJS AND ASSOCIATES	NEGOTIATIONS	FIN	830.00
		WARRANT TOTAL		830.00
53356	RONK BROTHERS, INC.	REPAIRS & MAINTENANCE	PD	129.48
		REPAIRS/MAINT-EQUIP	PD	129.48
		WARRANT TOTAL		258.96
53357	SALSBURY INDUSTRIES	OFFICE/OPERATING SUPPLIES	PD	132.00
		POSTAGE	PD	132.00
		WARRANT TOTAL		264.00
53358	SALYER, DOUGLAS	RETIRED MEDICAL	PD	150.00
		WARRANT TOTAL		150.00
53359	SA-SO COMPANY	OFFICE/OPERATING SUPPLIES	PD	83.44
		WARRANT TOTAL		83.44
53360	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	15.09
		OPERATING SUPPLIES	SWR	72.09
		OPERATING SUPPLIES	SWR	63.18
		WARRANT TOTAL		150.36

CITY OF SEDRO-WOOLLEY
 EXTRAN WARRANT REGISTER
 12/31/04 15:59

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
53361	SCOTT'S BOOKSTORE	BOOKS SKAGIT COUNTY WARRANT TOTAL	LIB	64.91 64.91
53362	SEATTLE MAGAZINE	BOOKS SKAGIT COUNTY WARRANT TOTAL	LIB	28.95 28.95
53363	SEAWESTERN FIRE APPARATUS	REPAIRS/MAINT-EQUIP WARRANT TOTAL	FD	78.54 78.54
53364	SEATTLE PUMP AND EQUIP CO	MAINT OF GENERAL EQUIP WARRANT TOTAL	SWR	151.53 151.53
53365	SEDRO-WOOLLEY AUTO PARTS	REPAIRS/MAINTENANCE OPERATING SUPPLIES REPAIR/MAINT-OFFICE EQUIP REPAIR/MAINT-OFFICE EQUIP REPAIR/MAINT-EQUIP & BLDB OPERATING SUPPLIES SMALL TOOLS/MINOR EQUIP REPAIR/MAINTENANCE-EQUIP MAINTENANCE OF VEHICLES OPERATING SUPPLIES REPAIRS/MAINT-EQUIP REPAIRS/MAINT-EQUIP REPAIRS/MAINT-EQUIP REPAIRS/MAINT-EQUIP REPAIRS/MAINT-EQUIP WARRANT TOTAL	PK CEM CEM CEM CEM ST ST ST SWR SWR SAN SAN SAN SAN SAN	30.77 5.55 5.23 31.41 67.92 99.18 29.08 15.25 13.55 38.52 66.97 6.84 10.97 23.24 30.09 474.57
53366	SEDRO-WOOLLEY CHAMBER OF	ADVERTISING-CHAMBER/COMERC WARRANT TOTAL	HOT	6,399.62 6,399.62
53367	SEDRO-WOOLLEY FARMERS MKT	FARMERS MARKET WARRANT TOTAL	HOT	1,000.00 1,000.00
53368	SEDRO-WOOLLEY LOGGERODED	ADVERTISING-LOGGERODED WARRANT TOTAL	HOT	6,500.00 6,500.00
53369	SEDRO-WOOLLEY MUSEUM	S-W MUSEUM WARRANT TOTAL	HOT	1,673.79 1,673.79
53370	SEDRO-WOOLLEY POSTMASTER	POSTAGE WARRANT TOTAL	LIB	37.00 37.00
53371	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS WARRANT TOTAL	FD	10,910.00 10,910.00
53372	SK CO DEPT OF EMERG MGMT	DEPT OF EMERG MANAGEMENT WARRANT TOTAL	EMG	4,031.94 4,031.94
53373	SK. CO. PUBLIC WORKS DEPT	MISCELLANEOUS WARRANT TOTAL	S-C	25,000.00 25,000.00

CITY OF SEDRO-WOOLLEY
 OSTRAN WARRANT REGISTER
 12/31/84 15:59

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ARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
53374	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	146.98
		WARRANT TOTAL		146.98
53375	SKAGIT CO HEALTH DEPT	PROF SERVICE-MEDICAL EXAMS	FD	48.00
		WARRANT TOTAL		48.00
53376	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	32,210.79
		WARRANT TOTAL		32,210.79
53377	SKAGIT CO. SENIOR SERVICE	SKAGIT SENIOR SERVICES	SEN	4,171.25
		WARRANT TOTAL		4,171.25
53378	SKAGIT CO. PUBLIC WORKS	ROADWAY -- ARTERIAL MAINT	AST	1.89
		WARRANT TOTAL		1.89
53379	SKAGIT COUNTY SHERIFF	PRISONERS	PD	4,026.26
		PRISONERS	PD	3,051.58
		WARRANT TOTAL		7,077.84
53380	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LBL	86.22
		CRIME VCTM & WITNSS PROG	LBL	71.38
		WARRANT TOTAL		157.60
53381	SKAGIT CO. TRAINING	TUITION/REGISTRATION	FD	60.00
		TUITION/REGISTRATION	FD	30.00
		WARRANT TOTAL		90.00
53382	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	FD	9.69
		OPERATING SUPPLIES	ST	37.75
		OPERATING SUPPLIES-PROPANE	ST	14.92
		OPERATING SUPPLIES-PROPANE	ST	15.79
		OPERATING SUPPLIES-PROPANE	ST	11.16
		REPAIR/MAINTENANCE-EQUIP	ST	.62
		OPERATING SUPPLIES	SWR	8.52
		WARRANT TOTAL		98.45
53383	SKAGIT HARLEY DAVIDSON	UNIFORMS/ACCESSORIES	PD	31.29
		WARRANT TOTAL		31.29
53384	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP	SAN	13.83
		WARRANT TOTAL		13.83
53385	SKAGIT LUMBER & PAINT CO	OPERATING SUPPLIES	PK	15.63
		OPERATING SUPPLIES	PK	9.71
		OPERATING SUPPLIES	PK	17.22
		OPERATING SUPPLIES	PK	133.68
		OPERATING SUPPLIES	PK	161.85
		OPERATING SUPPLIES	PK	16.13
		OPERATING SUPPLIES	SAN	116.27
		WARRANT TOTAL		470.49
53386	SKAGIT COUNTY HUMAN SVC.	SKAGIT COUNCIL ON ALCOHOL	ALC	3,599.49

CITY OF SEDRO-WOODLEY
 ESTRAN WARRANT REGISTER
 12/31/04 15:59

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		3,599.49
53387	SKAGIT/SAN JUAN GUTTER CO	REPAIRS/MAINT-BUILDING	SAN	107.00
		WARRANT TOTAL		107.00
53388	SKAGIT SYMPHONY	SKAGIT SYMPHONY		500.00
		WARRANT TOTAL		500.00
53389	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	255.00
		WARRANT TOTAL		255.00
53390	SKAGIT RIVER STEEL	CONTAINERS	SAN	309.57
		WARRANT TOTAL		309.57
53391	SKAGIT VALLEY HERALD	DUES/SUBSCRIPTIONS	PD	120.00
		BOOKS SKAGIT COUNTY	LIB	120.00
		WARRANT TOTAL		240.00
53392	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	23.40
		LEGAL PUBLICATIONS	LGS	29.60
		LEGAL PUBLICATIONS	LGS	22.10
		LEGAL PUBLICATIONS	LGS	20.00
		LEGAL PUBLICATIONS	LGS	66.30
		LEGAL PUBLICATIONS	LGS	35.10
		LEGAL PUBLICATIONS	LGS	20.00
		LEGAL PUBLICATIONS	LGS	23.40
		LEGAL PUBLICATIONS	LGS	23.40
		LEGAL PUBLICATIONS	LGS	20.60
		LEGAL PUBLICATIONS	LGS	15.60
		ADVERTISING/LEGAL PUBLIC	PLN	104.00
		ADVERTISING/LEGAL PUBLIC	PLN	88.40
		ADVERTISING/LEGAL PUBLIC	PLN	36.40
		WARRANT TOTAL		536.90
53393	SK. WHATCOM ELECTRONICS	SUPPLIES	JUD	492.82
		WARRANT TOTAL		492.82
53394	SNELSON COMPANIES INC	REPAIR/MAINT-EQUIP & BLDG	CEM	161.85
		WARRANT TOTAL		161.85
53395	SPARKLE SHOP LAUNDRIES	UNIFORMS/ACCESSORIES	PD	16.14
		MISC-LAUNDRY	FD	21.04
		MISC-LAUNDRY	FD	46.95
		WARRANT TOTAL		84.13
53396	SPIDERDOMAIN.COM	ADVERTISING	HOT	104.05
		WARRANT TOTAL		104.05
53397	STATE AUDITOR'S OFFICE	STATE AUDITING	FIN	8,296.10
		WARRANT TOTAL		8,296.10
53398	STILES & STILES	PROFESSIONAL SERVICES	CIV	150.00

CITY OF SEDRO-WOOLLEY
 BOSTON WARRANT REGISTER
 12/31/04 15:59

ARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		150.00
53399	SUMMIT LAW GROUP	NEGOTIATIONS	FIN	189.00
		WARRANT TOTAL		189.00
53400	SUBURBAN PROPANE, L.P.	PROPANE	CEM	230.12
		WARRANT TOTAL		230.12
53401	SWANA	MISC-DUES/SUBS & TUITION/REG	SAN	141.00
		WARRANT TOTAL		141.00
53402	TECHNICAL SYSTEMS INC.	PROFESSIONAL SERVICES	SWR	922.55
		WARRANT TOTAL		922.55
53403	THUNDERBIRD LUBRICATIONS	AUTO FUEL/DIESEL	ST	105.42
		AUTO FUEL/DIESEL	ST	282.86
		WARRANT TOTAL		388.28
53404	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO	PD	129.59
		REPAIR & MAINT - AUTO	PD	94.36
		WARRANT TOTAL		223.95
53405	TRAIL ROAD SHELL	REPAIRS & MAINTENANCE	PD	21.53
		REPAIR/MAINT-EQUIP & BLDG	CEM	22.61
		REPAIR/MAINTENANCE-EQUIP	ST	25.84
		REPAIR/MAINTENANCE-EQUIP	ST	37.86
		REPAIR/MAINTENANCE-EQUIP	ST	29.08
		REPAIR/MAINTENANCE-EQUIP	ST	40.84
		REPAIR/MAINTENANCE-EQUIP	ST	49.53
		REPAIR/MAINTENANCE-EQUIP	ST	36.36
		REPAIR/MAINTENANCE-EQUIP	ST	29.08
		WARRANT TOTAL		292.73
53406	TRICO CONTRACTING INC	IMPROVEMENT-GARDEN OF EDEN	SWR	77,277.90
		WARRANT TOTAL		77,277.90
53407	TRUCK TOYS INC	REPAIR/MAINT-EQUIP & BLDG	CEM	161.85
		WARRANT TOTAL		161.85
53408	TUCKER, WILLIAM L.	OFFICE/OPERATING SUPPLIES	PD	7.54
		WARRANT TOTAL		7.54
53409	UNITED RENTALS	BUILDINGS & STRUCTURES	PD	588.43
		WARRANT TOTAL		588.43
53410	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	1,598.10
		WARRANT TOTAL		1,598.10
53411	USA BLUE BOOK	MAINTENANCE OF LINES	SWR	402.31
		WARRANT TOTAL		402.31
53412	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	31.90

CITY OF SEDRO-WOOLLEY
 BCTRAN WARRANT REGISTER
 12/31/04 15:59

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	31.90
53413	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP FD	20.40
		REPAIRS/MAINTENANCE RV	37.75
		OPERATING SUPPLIES PK	24.60
		MAINT OF GENERAL EQUIP SWR	1.19
		SMALL TOOLS & MINOR EQUIP SWR	42.07
		OPERATING SUPPLIES SAN	19.30
		WARRANT TOTAL	145.34
53414	VERIZON WIRELESS	CELL PHONES PK	34.52
		WARRANT TOTAL	34.52
53415	VERIZON NORTHWEST	TELEPHONE JUD	59.19
		TELEPHONE JUD	182.00
		TELEPHONE FIN	47.00
		TELEPHONE FIN	455.16
		TELEPHONE FIN	59.00
		TELEPHONE PLN	36.96
		TELEPHONE PLN	91.04
		TELEPHONE ENG	36.96
		TELEPHONE ENG	91.04
		TELEPHONE PD	281.20
		TELEPHONE PD	959.60
		TELEPHONE INSP	36.96
		TELEPHONE INSP	91.04
		TELEPHONE RV	67.29
		PUBLIC UTILITIES-COMM CTR PK	79.86
		TELEPHONE PK	69.50
		TELEPHONE CEM	57.17
		TELEPHONE ST	57.81
		TELEPHONE LIS	152.61
		TELEPHONE SWR	483.86
		TELEPHONE SAN	194.71
		WARRANT TOTAL	3,591.10
53416	VISTEN, LESLIE	RETIRED MEDICAL PD	109.00
		RETIRED MEDICAL PD	113.00
		WARRANT TOTAL	222.00
53417	WA ANIMAL CONTROL ASSOC	DUES/SUBSCRIPTIONS PD	25.00
		WARRANT TOTAL	25.00
53418	WA ASSOC OF SHERIFFS &	TUITION/REGISTRATION PD	200.00
		WARRANT TOTAL	200.00
53419	WA ST DEPT OF TRANSPORT	DUES/SUBSCRIPTIONS ENG	5.00
		WARRANT TOTAL	5.00
53420	WA STATE PATROL	RENTAL TELETYPE PD	930.00
		WARRANT TOTAL	930.00

CITY OF SEDRO-WOOLLEY
 BSTRAN WARRANT REGISTER
 12/31/04 15:59

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
53421	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	96.00
		WARRANT TOTAL		96.00
53422	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		5,090.76
		STATE REMITTANCES-COURT		4,266.63
		WARRANT TOTAL		9,357.39
53423	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	7,390.84
		WARRANT TOTAL		7,390.84
53424	WEST GROUP PAYMENT CTR	TUITION/REGISTRATION	JUD	99.27
		WARRANT TOTAL		99.27
53425	WESTERN PETERBILT, INC.	REPAIRS/MAINT-EQUIP	SAN	212.09
		WARRANT TOTAL		212.09
53426	WIZTRONICS, INC	SMALL TOOLS & MINOR EQUIP	FD	2,419.35
		WARRANT TOTAL		2,419.35
53427	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD	23.07
		POSTAGE	FD	7.41
		POSTAGE	FD	7.18
		REPAIR/MAINT-EQUIP & BLDG	CEM	356.07
		MISCELLANEOUS	CEM	32.63
		REPAIR-SAFETY EQUIPMENT	ST	37.77
		WARRANT TOTAL		464.13
53428	COFFEE CABOUSE	DUMPSTER DEPOSIT		16.70
		WARRANT TOTAL		16.70
53429	KURRAS, KEVIN	B & O TAX-SEWER		.76
		B & O TAX-SANITATION		.30
		SEWER SERVICE CHARGES		37.75
		GARBAGE/SOLID WASTE FEES		13.27
		CURBSIDE RECYCLING FEE		2.25
		WARRANT TOTAL		54.33
53430	CUEVAS, RICHARD	SUPPLIES & BOOKS	FD	50.00
		WARRANT TOTAL		50.00
		GRAND TOTAL		632,294.91

CITY OF SEDRO-WOLLEY
 BSTRAN WARRANT REGISTER
 12/31/04 15:59

DEPARTMENT	AMOUNT
001 000 000	9,358.45
001 000 011	627.67
001 000 012	2,995.79
001 000 014	13,216.99
001 000 015	1,107.51
001 000 016	167.23
001 000 018	10,973.42
001 000 019	4,575.20
001 000 020	2,104.73
001 000 021	51,538.59
001 000 022	40,152.46
001 000 024	1,958.56
001 000 025	4,031.94
001 000 055	4,171.25
001 000 062	3,746.47
FUND TOTAL	150,726.36
101 000 076	17,254.75
FUND TOTAL	17,254.75
102 000 036	9,888.78
FUND TOTAL	9,888.78
103 000 042	26,129.84
FUND TOTAL	26,129.84
104 000 042	4,291.49
FUND TOTAL	4,291.49
105 000 072	17,234.71
FUND TOTAL	17,234.71
108 000 019	16,216.48
FUND TOTAL	16,216.48
331 000 082	25,000.00
FUND TOTAL	25,000.00
401 000 000	37.75
401 000 035	300,329.56
FUND TOTAL	300,366.31
412 000 000	32.22
412 000 037	60,153.97
FUND TOTAL	60,186.19
501 000 401	5,000.00
FUND TOTAL	5,000.00
UNDIST.	.00
TOTAL	632,294.91

I HEREBY CERTIFY THAT THE GOODS/SERVICES CHARGED ON THE VOUCHERS LISTED ABOVE HAVE, TO THE BEST OF MY KNOWLEDGE, BEEN FURNISHED. I FURTHER CERTIFY THE CLAIMS ABOVE TO BE VALID AND CORRECT.

CLERK-TREASURER

DATE

WE, THE UNDERSIGNED FINANCE COMMITTEE MEMBERS OF SEDRO-WOOLLEY, WASHINGTON, DO HEREBY CERTIFY THAT THE GOODS/SERVICES SPECIFIED ABOVE HAVE, TO THE BEST OF OUR KNOWLEDGE, BEEN RECEIVED. THE WARRANT NUMBERS _____ THRU _____ ARE APPROVED FOR PAYMENT IN THE TOTAL AMOUNT OF \$ _____*
VOIDED WARRANT NUMBERS _____ THRU _____
DATED THIS _____ DAY OF _____, 2004.

CITY COUNCIL AGENDA
REGULAR MEETING

December 15, 2004
From Cub Scout Pack 4067

JAN 12 2005

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

To the Mayor of Sedro-Woolley

Cub Scout Pack 4067 requests the use of the Sedro-Woolley Community Center for a reduced fee rate on Saturday February 5, 2005 for our annual Pine Wood Derby race. Cub Scout Pack 4067 is a nonprofit organization servicing 1-5th grade boys through out the Sedro-Woolley School District. Any reduction in the Community Center usage fee would greatly benefit our program. The races are scheduled to start at 10:00 AM and last until 1:30 PM on Saturday February 5, 2005. You are welcome to attend.

Sincerely,



Dan J Long
Cub Master Pack 67
Ph# 854-0148

December 17, 2004

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

City Clerk
Courthouse
Sedro Woolley, Wa 98284

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 30

Re: Community building

City Clerk:

We, the Washington Old Time Fiddlers, a non profit organization, happily rented the community building for our 2004 Christmas party.

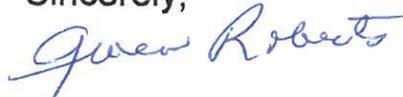
We now request that you rent us the same building for our 2005 Christmas party on the first Saturday of December.

December 3, 2005.

If this is possible, would you please contact our member, Bob McLaughlin at 855-2334. He will make the necessary arrangements for payment and confirmation.

Thank you so much for your assistance in this matter.

Sincerely,



Gwen Roberts, chairman
Washington Old Time Fiddlers
District #4

Sedro Woolley Little League Baseball

P.O. Box 254, Sedro Woolley, Washington 98284

Phone (360) 854-9299

December 27, 2004

City of Sedro Woolley
Mayor & City Council
730 Murdock Street
Sedro Woolley, WA 98284

Re: Use of Community Center

Dear Sirs and Madams,

Sedro Woolley Little League is requesting the use of the Community Center for the 2005 season baseball signups.

Sedro Woolley Little League is a non-profit organization and is also requesting a waiver of the rental fee for the use of the building.

The dates that we are requesting are:

Saturday, January 29, 2005
Monday, January 31, 2005
Thursday, February 3, 2005
Monday, February 7, 2005
Thursday, February 10, 2005
Saturday, February 12, 2005

Please send the response to: Milo Sligar
1505 South 27th Street
Mt. Vernon, WA 98274
360-661-2072 cell

Thank you for your consideration of this event.

Sincerely,



Milo Sligar – Vice President
Sedro Woolley Little League

INITIALS: _____
DATE: DEC 28 2004
CITY OF SEDRO-WOOLLEY
RECEIVED ON

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

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

CITY COUNCIL AGENDA
REGULAR MEETING

December 15, 2004
From Cub Scout Pack 4067

JAN 12 2005

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

To Mayor of Sedro-Woolley

Cub Scout Pack 4067 would like to request to use the Sedro Woolley River Front Park Covered Group Picnic Area at the reduced fee rate on Thursday, June 16, 2005 for our annual End of year picnic and Rain Gutter Regatta race. Cub Scout Pack 4067 is a nonprofit organization servicing 1-5th grade boys through out the Sedro-Woolley School District. Any reduction in the Group Picnic Area usage fee would greatly benefit our program. The Picnic is scheduled to start at 5:00 PM and last until 8:30 PM on Thursday June 16, 2005. You are welcome to attend.

Sincerely



Dan J Long
Cub Master Pack 67
Ph# 854-0148

large shelter



UNITED OF OMAHA LIFE INSURANCE COMPANY
 Mutual of Omaha Plaza
 Omaha, NE 68175
 402 342 7600
 mutualofomaha.com



BOY SCOUTS OF AMERICA

BOY SCOUTS OF AMERICA UNIT ACCIDENT INSURANCE

CS 4 606 4067 01/01/04 MB270526

CUB SCOUTS
 24356 WICKER ROAD #37
 SEDRO WOOLLEY WA 98284

When filing a claim, be sure to include in the space provided on the claim form, the "MB" number above your name and address.

MEMORANDUM OF COVERAGE

Medical Expense Benefit: \$15,000	Ambulance Service Benefit: \$6,000
Nonduplication Amount: \$300	Specified Injury Benefit: \$35,000
Dental Injury Benefit: \$5,000	Heart or Circulatory Malfunction Death Benefit: \$10,000

United of Omaha Life Insurance Company

(called "We," "Us" or "Our")

Hereby certifies that each eligible person who is registered with a participating Tiger Cub Group, Cub Pack, Scout Troop, Varsity Scout Team or Venturer Crew and for whom the required premium has been paid (called "you," "your" or "Insured") is insured under Policy Form S28Y (called the policy). Nonscouts, nonscouters and guests who are being encouraged to become registered leaders or scouts are automatically insured while in attendance at a scheduled activity. We agree to pay the benefits described in the policy, subject to its provisions, for injuries received while you are:

- (a) participating in any activity approved and supervised by the Boy Scouts of America; or
- (b) traveling to or from any activity approved and supervised by the Boy Scouts of America (travel is not limited to "as a group").

EXCEPTIONS AND LIMITATIONS

- (a) the cost of medical or surgical treatment or nursing service rendered by any person employed by the Boy Scouts of America;
- (b) any loss caused by suicide or any attempt thereat;
- (c) any loss caused by intentionally self-inflicted injuries;
- (d) eye refractions, replacement of eyeglasses or contact lenses or hearing aids or the fitting thereof;
- (e) loss caused by act of declared or undeclared war;
- (f) dental treatment or dental X-rays, except when required as the result of injuries to sound, natural teeth;
- (g) disease or bacterial infection (except pyogenic infection which shall occur with and through an accidental cut or wound).

DEFINITIONS

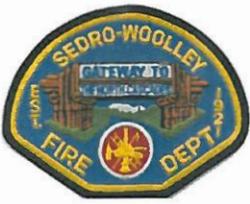
"Injuries" means accidental bodily injuries which result, independently of sickness and all other causes, in: (a) loss of life, limb or sight, paraplegia, hemiplegia or quadriplegia; and/or (b) expense incurred for hospital and professional services specified in the policy.

"Hospital" means a place licensed as a hospital (if licensing is required by law), which is operated for the care and treatment of resident inpatients and which has a graduate nurse always on duty, and a laboratory and an operating room (both on the premises) where major surgical operations are performed by persons legally qualified to do so. In no event, however, will the term "hospital" mean a hospital or an institution or part of such hospital or institution which is licensed as or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, or treatment center for drug addicts or alcoholics.

"Irreversible Coma" means: (a) a state of unconsciousness in which there is a cessation of activity in the central nervous system as demonstrated by an electroencephalogram (using criteria established by the American Electroencephalography Society); and (b) a diagnosis of brain death by the attending Legally Qualified Physician.

BENEFITS FOR HOSPITAL AND PROFESSIONAL SERVICE

When injuries result in treatment by a legally qualified physician or nurse (RN or LPN) beginning within 60 days after the date of the accident, we will pay the expense incurred up to the usual, reasonable charges normally made within the geographical area where treatment is performed for necessary Services and Supplies listed below, but not to exceed the specified limits for each accident.



City of Sedro-Woolley Fire Department

Dean Klinger, Chief
PO Box 659 / 220 Munro Street
Sedro-Woolley, WA 98284-0659

(360) 855-2252 • Fax (360) 855-0196

To: Council Members

From: Asst. Chief Olson & FF Youngquist

Subject: Request for Out of State Travel funds

Date: 12/15/04

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

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

Date of travel Sunday February 13th through Saturday the 19th.

Requesting approval; for out of state travel, for the purchase of meals only.
All other expenses which includes travel and housing are paid by the federal government

I will be attending a course (Challenges for Local Training Officers) at the National Fire Academy in Emmitsburg, Maryland. This six day course content, deals with a variety of training challenges facing the training officer, including dealing with personnel, program planning, delivery, training liability, etc.

Firefighter Youngquist will be attending Command and Control of Incidents Operations, this six day course covers topics include; problem-solving and fire command, interagency and mutual aid, ICS, incident management, size-up and strategy, tactics, etc.

I believe these courses will be a great benefit for us to attend to help us to perform our duties, to better to serve our community.

Thank You,

A handwritten signature in black ink, appearing to read "Todd Olson".

Todd Olson
Assistant Fire Chief



City of Sedro-Woolley Fire Department

Dean Klinger, Chief
PO Box 659 / 220 Munro St.
Sedro-Woolley, WA 98284

(360) 855-2252 • Fax (360) 855-0196

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

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

DATE: January 5, 2005
TO: Mayor Dillon and City Council
FROM: Dean Klinger, Chief
SUBJECT: Skagit County interlocal for Confined Space Training

Situation:

Skagit County has asked that we enter into an interlocal agreement in order to act as the pass through for money to pay the instructor for the Confined Space Rescue class. The money is coming from ODP (Office of Domestic Preparedness) in grant form to Skagit County DEM, Skagit County will reimburse us for instructor costs. The total cost of the grant is for 25,000 and the cost of the class is 20,000 plus lodging and meals for the instructor. The class is opened up to the entire region and will be taught over two weeks. The first class is February 7th-11th and the second is March 7th-11th. The class size is 20 students per week.

Recommended Action:

Staff recommends that the City Council authorize the Mayor to enter into an "Interlocal agreement for confined space training ", with Skagit County.

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS
700 SO. SECOND STREET, ROOM 202
MOUNT VERNON, WA 98273



200412150040
Skagit County Auditor

12/15/2004 Page 1 of 3 9:46AM

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Sedro-Woolley Fire Department
AND
Skagit County

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

1. PURPOSE:

To provide *Weapons of Mass Destruction (WMD)/Terrorism & Confined Spaces* seminar(s) for a total of 10-40 students.

2. RESPONSIBILITIES:

SWFD will be responsible to provide seminars that comply with the requirements of the FY04 State Homeland Security Program grant. The seminars are also to provide instruction sufficient that successful participants meet all pertinent state & federal confined space rescue regulations.

The County will be responsible to provide pass-through grant funds to cover exercise expenses, up to a maximum of \$25,000, via State Homeland Security Program grant funds.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2005 through October 31, 2005.

4. MANNER OF FINANCING:

The County will pass through funding, from its award of FY04 State Homeland Security Program grant money, to SWFD.

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 David Bond.

5.2 SWFD's representative shall be Chief Dean Klinger.

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

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

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

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

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

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

12. OTHER PROVISIONS: Not applicable.



IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of December, 2004.

GOVERNMENT AGENCY:

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Title of Signatory
(Date _____)

Ted W Anderson
Ted W. Anderson, Chairman

Print Name of Signatory

Don Munks
Don Munks, Commissioner

Mailing Address:
(Street address required
in addition to P.O. Box)

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

For Agreements under \$5000

Gary Rowe, County Administrator
(Authorization per Resolution #R20030146)

Recommended:

By: [Signature]
Department Head

By: Trisha Logue
Trisha Logue, Budget / Finance Administrator

Approved as to Indemnification:

By: Bruce Korman
Risk Manager

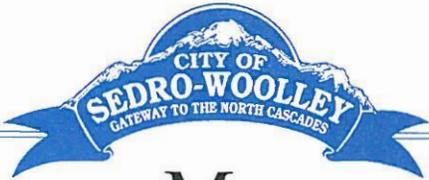
Approved as to Form:

By: M. Miller
Deputy Prosecuting Attorney

Attest:

[Signature]
Clerk of the Board





Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

To: Mayor Dillon and City Council

From: Patsy Nelson *Patsy*

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

Date: 12/7/2004

Re: State Purchasing Intergovernmental Agreement Revision

Background: The City of Sedro-Woolley has been part of the State Purchasing Cooperative for some time. This membership allows the City to purchase “off the State contracts” with the Office of State Procurement responsible for bidding law compliance.

The prior intergovernmental agreement has been revised to comply with HB2615 local public notice requirements.

Recommendation: By motion, authorize the Mayor to sign the attached Intergovernmental Agreement with the State of Washington Department of General Administration.



State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION
Office of State Procurement

Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.ga.wa.gov>

**STATE OF WASHINGTON
INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT FOR
POLITICAL SUBDIVISIONS**

Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, (hereinafter called the "Office of State Procurement" or "OSP"), and the following named municipal corporation or political subdivision of the State of Washington, or political subdivision of another state, _____ (hereinafter called the "political subdivision") hereby enter into this Intergovernmental Purchasing Agreement (hereinafter called the "Agreement"), the purpose of which is for undertaking governmental purchasing activity that each party is authorized by law to perform, upon the following terms and conditions:

- (1) The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, agrees to contract on behalf of the political subdivision, to the extent permitted by law and agreed upon by both parties. The political subdivision accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the political subdivision.
- (2) The Office of State Procurement shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and shall either post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or shall provide an access link on the State of Washington's web portal to the notice.
- (3) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of political subdivision(s), the political subdivision may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington. Purchases by the political subdivision may be made by a purchase order issued by the political subdivision to the state contractor. The political subdivision accepts full responsibility for payment for any goods and services it purchases under contracts negotiated by OSP with private vendors or items it purchases directly from OSP.
- (4) The political subdivision reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.
- (5) This Agreement shall be effective on the later of the two signature dates appearing below, and shall continue in force until canceled in writing by either party.

**Intergovernmental Cooperative
Purchasing Agreement for
Political Subdivisions**

Page 2

- (6) In the event that either the Office of the State Procurement or the political subdivision is abolished, this Agreement shall continue in operation as to any public agency succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law.
- (7) The political subdivision agrees to use only contracts available to the political subdivisions, and only in accordance with those contract terms and conditions. The political subdivision further agrees that all purchases from OSP contracts will be made only for the direct use of the political subdivision's programs and will not be made on behalf of other jurisdictions (political subdivisions).
- (8) The Office of State Procurement is required by statute to recover the costs of administration of its contracts. The Subscription Fee Schedule illustrates the fee structure which is based on the total organization budget. This subscription fee is due upon subscribing for the first year of membership and by January 31 of each year thereafter. Subscription term is January through December. The political subdivision agrees to pay the annual subscription fee as a part of this Agreement.
- (9) OSP may from time to time make changes to this table in either the expense categories or fees, which will be effective with the very next subscription period.

Subscription Fee Schedule

Initial in box	Expenses of more than	Expenses of less than	Annual Fee
	\$0.00	\$3,000,000	\$200.00
	\$3,000,001	\$7,500,000	\$500.00
	\$7,500,001	\$21,000,000	\$900.00
	\$21,000,001	\$30,000,000	\$1000.00
	\$30,000,001	\$68,000,000	\$2000.00
	\$68,000,001	\$90,000,000	\$3000.00
	\$90,000,001	\$150,000,000	\$4000.00
	\$150,000,001	and over	\$5000.00

- (10) The State Auditors' most recently published Local Government Comparative Statistics report will be used as the authoritative document to resolve any issues regarding total expenses. Where a political subdivision is not reported separately in that document, the most recently approved budget will be used.
- (11) In addition to the subscription fee, the political subdivision will pay \$85.00 per vehicle (\$75.00 if ordering through the Internet) for each vehicle purchased from the state vehicle contract. Payment will be made to the contractor unless otherwise directed by the Office of State Procurement.

**Intergovernmental Cooperative
Purchasing Agreement for
Political Subdivisions
Page 3**

- (12) In addition to established contracts, custom contracting and procurement services are available for a predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.
- (13) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.
- (14) Political subdivisions shall be responsible for filing a copy of this agreement with its county auditor's office or the auditor's office in Thurston County, Washington.
- (15) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.080. Similarly, by its signature below, the political subdivision confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.080.

Please return by mail with payment to: State of Washington
PAF-Pol/Subs Fund 425 04 20 000214
303 General Administration Bldg.
P.O. Box 41008
Olympia, WA 98504-1008

**Intergovernmental Cooperative
Purchasing Agreement for
Political Subdivisions
Page 4**

OSP has assigned you customer number, _____. Please provide this number when ordering from contracts or communicating with OSP. (Completed by OSP, will be returned to you in executed copy)

Organization contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Name: _____

Address: _____

City, St. Zip _____

Phone Number: _____

Federal Id #: _____

FAX Number: _____

Email Address: _____

The undersigned understands and agrees to the terms and conditions of this agreement and attests that the expense/budget category checked above is true and correct.

Political Subdivision Authorized Signature: Applicant must provide an authorized signature.

Name: _____

Address: _____

Phone Number: _____

Date: _____

What is the most significant reason for joining the State Purchasing Cooperative?

Specific Contracts _____

How did you hear about the State Purchasing Cooperative?

Trade Show Customer Service Visit Procurement Staff

Other (please specify) _____

Office of State Procurement Authorized Signature:

Name: _____

Date: _____

Hundreds of contracts and services

Below is a sample of the many great products and services we have to offer. Please visit our homepage at <http://www.ga.wa.gov/> or to view our contract listing go to <https://fortress.wa.gov/ga/inet/pca/pcacont.htm> or contact us by email at pcamail@ga.wa.gov for more information.

Need Professional Services or Consultants?

Our Professional Services Solutions team has over 600 pre-qualified consultants who can meet your consulting needs in areas such as information technology, auditing, management consulting, environmental consulting and more. Their competitive two tier process can save you as much as 40% and takes less than 3 weeks. Visit their website at <http://www.ga.wa.gov/pca/ps2> or send an email to ps2mail@ga.wa.gov

2005 Vehicles

Automobiles, Police, Utility Vehicles, Light Trucks, Vans, Fuel Efficient Hybrid Gas/Electric Vehicles <http://www.ga.wa.gov/vehreq/vehacq.html>

Charge Card Services

Fuel, Travel and Purchasing Card Programs, Airfare, Lodging, Meals and Goods and Services
<http://www.ga.wa.gov/pca/contract/04298c.doc>
<http://www.ga.wa.gov/pca/contract/03703c.doc>

Bakery Products

Bread, English Muffins, Bagels, Rolls, Buns, Doughnuts and Dessert Items
<http://www.ga.wa.gov/pca/contract/08501c.doc>

Washington Ultimate Food Acquisition Service

Canned Food, Dry Goods, Frozen Foods and Beverages
<http://www.ga.wa.gov/pca/contract/07701c.doc>

Lawn and Grounds Equipment

Contract Mowers of all types and sizes, compact utility tractors, utility vehicles, agricultural equipment, golf and turf equipment and more.
<http://www.ga.wa.gov/pca/contract/04402c.doc>

Two Tier Janitorial

This janitorial services contracting program will save you both time and money when contracting for this type of service. For information email pcamail@ga.wa.gov

Road Snow, Ice Control Products, Deicer and Salt

<http://www.ga.wa.gov/pca/contract/07904c.doc>

Digital and Color Copiers

<http://www.ga.wa.gov/pca/contract/05899c.doc>
<http://www.ga.wa.gov/pca/contract/07903c.doc>



STATE OF WASHINGTON

Department of General Administration

Office of State Procurement

210 11th Ave SW Rm. 201 GA Bldg. | PO BOX 41017 | Olympia WA 98504-1017 | (360) 902-7400

<http://www.ga.wa.gov>

December 1, 2004

To: Valued Co-op Member

From: Lana Mitchell, Customer Service Representative

Subject: 2005 Washington State Purchasing Cooperative Membership

We would like to thank you for making 2004 successful for the Office of State Procurement (OSP). We currently offer more than 240 contracts to our local government members and 209 for Non Profit members. Membership is more than 680 strong, demonstrating the known value of participation. This approach to contracting allows us to provide value-added professional public purchasing services that help you;

- Save real dollars
- Leverage buying power for maximum discounts
- Improve vendor service and performance
- Save you valuable staff time
- Eliminate redundant processes
- Allow your staff to focus on specialized needs
- Continue to develop contracts and programs YOU need, and improve processes to make it easy for YOU to do business

Please refer to the enclosed document for a highlight of some great contracts that save you time and money. If you would like to preview a complete list of contracts available to you, visit our website at <http://www.ga.wa.gov/purchase>.

We all have that difficult contracting problem for a particular good or service at one time or another. If a contract is not available for your requirement, let us establish one for you. We offer our consulting and contract development expertise at a rate that is less than you might think. Call (360) 902-7400 to inquire about this type of service.

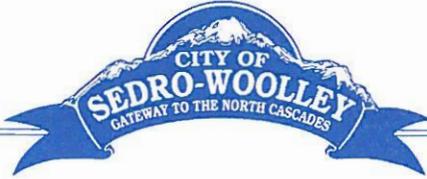
Also enclosed is your 2005 annual membership invoice, including our return address. Please submit your payment which is due January 2005. Your annual rate has been calculated using total expenditures and expenses as reported in the most recent State Auditor's Publication *Local Government Comparative Statistics*. Review your invoice and corresponding rate in the subscription fee schedule (see page 2 of the Intergovernmental Cooperative Purchasing Agreement). If you have any questions or comments, please call me at (360) 902-7415 or email me at lmitch@ga.wa.gov.



In the 2004 legislative session HB2615 was passed which provides that local public notice requirements can be met by the public notice requirements of the contracting agency. The office of State Procurement advertises their bids through an online vendor register and bid notification system. Vendors access bids by registering at the www.ga.wa.gov/webs. This method complies with RCW 43.19.1908 "Competitive bidding required by RCW 43.19.190 through 43.19.1939 shall be solicited by public notice, and through the sending of notices by mail, electronic transmission, or other means to bidders on the appropriate list of bidders who shall have qualified by application to the division of purchasing." We also publish an advertisement in the Seattle Daily Journal of Commerce each Wednesday stating the Office of State Procurement is conducting bids for goods and services for state agencies.

The last enclosure is two signed intergovernmental agreements which have been revised to be consistent with the language contained in HB2615. We are asking you to sign them, keep one copy for your records, and return the other marked original with your annual membership fee.

Again thank you for partnering with the Office of State Procurement to meet your business needs. If you have any questions please contact me, Lana Mitchell, (360) 902-7415 or by e-mail at lmitch@ga.wa.gov



CITY OF SEDRO-WOOLLEY

Wastewater Treatment Plant
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 856-1100
Fax (360) 856-5269

Memorandum

Date: September 1, 2004

To: Mayor Dillon and City Council

From: Debbie Allen, Wastewater Treatment Foreman

Subject: Earth Tech Contract

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

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

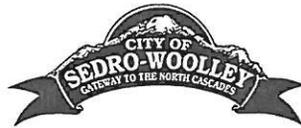
Background Information:

On Tuesday August 24, 2004 the City experienced a large volume of rainfall in a very short period of time. This in turn created high infiltration and inflow (I&I) at the Wastewater Treatment Plant as storm water found its way into the sewer system through old cracked and broken lines and illegal connections, such as roof drains.

The Wastewater Treatment Plant is designed for maximum monthly flows of 2.07 MGD (million gallons per day) and peak hour flows of 7.18 MGD. While operating with two pumps on high speed, which is maximum capacity, the plant was unable to handle the flow and spilled from two different structures. The design engineers have been called in to verify hydraulic calculations and analyze flow data to determine if the plant failed to perform or if we just exceeded our plant capacity.

Recommended Action:

Authorize Mayor Dillon to sign a contract with Earth Tech Engineering to determine the cause of the August 24, 2004 overflow and, if required, define and design any desired modifications and to provide engineering assistance during modification construction, as needed.



PROFESSIONAL SERVICES AGREEMENT No. 04 - ____.
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 8th day of September, 2004, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and Earth Tech whose address is 10800 N.E. 8th Street, Bellevue, 7th Floor, WA 98004, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as Consultant that are requested by the City of Sedro-Woolley [] from time to time ("on-call").

These services shall include:

[x] see Attachment A, "Scope of Services; or Services as requested by the City to review and determine the cause of the August 24, 2004 headworks and diversion structure overflow and, if required, define and design any desired modifications and to provide engineering assistance during modification construction, as needed. Such requested services may include office engineering and drafting, on-site visits, and preparation for and attendance at meetings. The Consultant will utilize various in-house staff to respond to requested services. Reimbursables will be reimbursed at actual cost. Administrative labor will be paid at the approved rate in the attached fee schedule.

2. Relationship of Parties.

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

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with

state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

3. Time of Performance.

The service of the Contractor is to commence as soon as practicable after the execution of this Agreement shall be undertaken so

4. Delays and Extensions of Time.

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

5. Compensation and Schedule of Payments.

City shall pay the Contractor

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

pursuant to the schedule set forth on Attachment B C, "Compensation and Schedule of Payments".

\$ 10,000 is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.

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

6. Ownership of Records and Documents.

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

7. Termination.

The term of this agreement shall be from the date signed through the date indicated in (3) above or December 31, 2004, whichever is later.

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

- a) Material violation of this agreement.

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

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

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

8. Evaluation and Compliance with the Law.

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

9. City Business and Occupation License.

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

10. Liability and Hold Harmless.

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

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

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

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

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

12. Amendments.

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

13. Scope of Agreement.

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

14. Ratification.

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

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

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

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

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

DATED this _____ day of _____, 20__.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

City Clerk

CONTRACTOR:

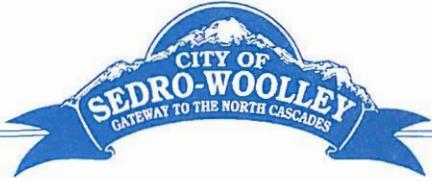
By: _____

Earth Tech, Inc. -- Northwest Region
2004 Rate and Fee Schedule

BILLING RATE SCHEDULE
Effective January 1, 2004

BILLING TITLE	HOURLY RATE	
	<i>(actual dependent upon personnel used)</i>	
Principal	150.00	-
Project Manager	140.00	160.00
Structural Engineer	140.00	160.00
Sr. Engineer	135.00	150.00
Sr. Project Designer	130.00	145.00
Project Engineer	110.00	135.00
Engineer	90.00	120.00
Field Representative	75.00	100.00
Technician	65.00	90.00
CADD Operator	65.00	90.00
Word Processor	55.00	75.00
Project Administrator	70.00	85.00
Clerical/General Office	60.00	75.00
Business Management	85.00	105.00
Principal Surveyor	100.00	120.00
Project Surveyor	85.00	105.00
Surveyor (<i>Office Technician</i>)	70.00	95.00
Survey Crews		
Two-Person	116.00	126.00
Two-Person - GPS	163.00	170.00
Three-Person		170.00
Auto Mileage		\$0.375/mile
Photocopies		\$0.07 ea.
Project Related Expenses (Reimbursables)		Actual Cost

NOTE: These rates are subject to modification to reflect adjustments to employee salaries throughout the year at 1-year intervals on the employee's yearly anniversary date.



CITY OF SEDRO-WOOLLEY

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

DATE: January 6, 2005

TO: Mayor Dillon / City Council

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

SUBJECT: REQUEST TO SURPLUS PART OF GARBAGE TRUCK

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

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

BACKGROUND:

Please see the attached memo from Leo.

Leo has arranged an opportunity to get \$500 for the scrap remainder of the garbage truck body, and have it picked up from our shop in one piece, rather than having us need to cut it into pieces and haul it ourselves to recycle at Skagit Steel.

This truck body is the remaining part of the truck which became the rolloff dumpster haul truck converted with the USDA grant, so in effect, we get another \$500 towards the effort.

PROPOSED MOTION(S):

Motion to surplus one detached scrap garbage truck body from the Solid Waste Division.

Thank you.

RJB:rjb

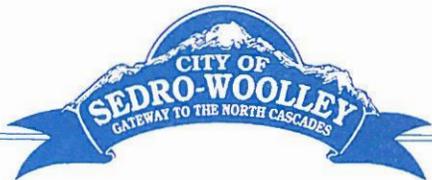


DATE: January 6, 2005
TO: Blair Public Works Director
FROM: Leo Jacobs, Solid Waste Foreman
SUBJECT: SCRAP ITEM

The body of the garbage truck we turned into the roll-off truck needs to be removed from our shop area. It is basically scrap metal. We have taken all the replacement parts off that we could use. We were going to take it to Skagit river steel sometime in the future however some one stopped by that saw it; he works for a garbage company in Bellingham (SSC). He said he would give us 500.00 for it that is about what Skagit river steel would give us but we would have to cut it up in smaller pieces and would haul it. I have also had several sales men here looking at it offering nothing but to take it off our hands for free. How should I proceed or can I proceed.
Like always they would like to get soon.
If it ok we can send him an invoice and he can pick it up next Monday.







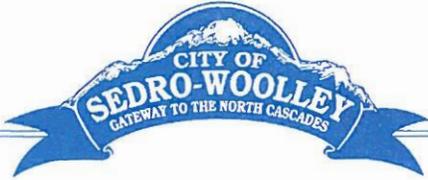
CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

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

SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

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

To: Sedro-Woolley City Council
From: Mayor Sharon D. Dillon *SD*
Date: January 4, 2005
Re: Appointments to Sedro-Woolley Planning Commission

Issue: Two (2) openings on the Sedro-Woolley Planning Commission.

Background: There are two (2) openings on the Planning Commission, the position has been advertised and one person has applied, application letter attached, and the two members that were on the commission have not chosen to reapply.

Recommendation: Mayor recommend that the City Council appoint the Mike Macomber at this time and continue looking for the second.

Motion: Move to appoint Michael Macomber to a six year term on the Sedro-Woolley Planning Commission expiring December 31, 2010.

Wednesday, December 29, 2004

To Whom It May Concern:

My name is Michael Macomber and I reside at 417 Spring Lane, Sedro-Woolley, Washington.

I would like to submit my name as a candidate for the planning commission opening as posted on the city's website.

I have a strong interest in becoming more involved in my community and particularly more involved with city government. Hopefully, this position would help me do both those things.

I have lived in Skagit County my entire life and been a resident of Sedro-Woolley for the past five years. I graduated from Concrete High School and earned my associate's degree from Skagit Valley College. My plan is to continue my studies at Washington State University through its distance education program.

My community involvement includes working closely with my church as well as volunteering for a time with Skagit Literacy. I am a frequent attendee at local events; I never miss a Loggerrodeo parade.

My current job has me working Monday through Friday from 8 a.m. to 5 p.m., which allows me free time on the evenings to attend planning commission meetings and workshops.

Please consider me for this opening. If you have further questions contact me at the numbers listed below.

Sincerely,

Michael R. Macomber
417 Spring Lane
Sedro-Woolley, WA 98284
home: 360-856-0664
cell: 360-333-1393

CITY OF SEDRO-WOOLLEY

720 Murdock Street, Sedro-Woolley, WA 98284
Phone: (360) 855-0771 Fax: (360) 855-0733

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

To: Mayor and City Council

From: Staff

Date: 1/6/2005

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

Re: Interlocal agreement with Skagit County – SR20 Bicycle and Pedestrian Trail

Background

In 1994 and 1995, the City received two grants from the Washington State Department of Transportation which allocated federal funds for preliminary engineering costs associated with the SR20 Bicycle and Pedestrian Trail project. The grant amount estimates preliminary project costs to total \$80,000 to extend the trail from District Line Road to the eastern city limits where the Cascade Trail begins.

The first grant is for Phase I of the project, which includes the section of trail from District Line Road to Borseth Street with an estimated project cost of \$50,000, with \$40,000 coming from federal dollars, and \$10,000 coming from the City.

The second grant is for Phase II of the project, which includes the section of trail from Borseth Street to the eastern city limits to join the Cascade Trail at approximately Township Street. The estimated project amount for preliminary engineering is \$30,000, with \$24,000 coming from federal dollars, and \$6,000 coming from the City.

Further review of this project uncovered two substantial dilemmas with the project's first phase of the trail which would cause the project to incur additional unforeseen expenses. The most difficult stretch of the project to engineer will be the District Line to Borseth Street section with approximately half of the length located in the County near wetlands or within a narrow strip of land between SR20 and the railroad which will require more intense design and engineering. Therefore, in October of 2000, the City requested that both grants be combined for use on Phase I (District Line to Borseth Street) for preliminary engineering only, and that the City would continue to seek funding to continue the trail to the eastern city limits.

This project has changed hands several times through different staff members and has been recently turned over to Skagit County for administration. City staff members have met with Skagit County Public Works Department staff to ensure that the project moves forward.

The City does not have authority to be a “Certifying Agency” for federal dollars, and because both grants include federal funding, Skagit County has agreed to administer the funds for design of the project.

On December 15, 2004, the City received a draft interlocal agreement from Skagit County Public Works for review and consideration. The agreement is written so that Skagit County will provide the required administration and services to the City in order to fulfill the federal funding requirements and to move this project forward.

Once a full design for the trail and the environmental work is complete, the City can move forward with the project, perhaps utilizing volunteers groups interested in helping to complete the construction of the trail.

Recommended Action

Authorize the Mayor to sign the interlocal agreement between the City of Sedro-Woolley and Skagit County concerning the SR20 bicycle and pedestrian trail project.

AFTER RECORDING RETURN TO:
JANICE MARLEGA, P.E.
SKAGIT COUNTY PUBLIC WORKS
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273

DOCUMENT TITLE: INTERLOCAL AGREEMENT
BETWEEN SKAGIT COUNTY AND
CITY OF SEDRO WOOLLEY CONCERNING THE
SR 20 BICYCLE / PEDESTRIAN TRAIL PROJECT

DATE SIGNED: _____

GRANTOR: SKAGIT COUNTY

GRANTEE: CITY OF SEDRO WOOLLEY

COUNTY CONTRACT: _____

**INTERLOCAL AGREEMENT
BETWEEN SKAGIT COUNTY AND THE CITY OF SEDRO-WOOLLEY
SR 20 BICYCLE / PEDESTRIAN TRAIL PROJECT**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2004, by and between SKAGIT COUNTY, WASHINGTON (hereinafter referred to as the "County") and the CITY OF SEDRO-WOOLLEY, WASHINGTON (hereinafter referred to as the "City") and collectively hereinafter referred to as the "Parties".

THIS AGREEMENT shall remain in effect throughout the calendar years 2004, 2005, 2006 and 2007, and shall be considered fulfilled prior to that date upon the completion of the conditions stated herein.

WHEREAS, RCW Chapter 39.34, the Interlocal Cooperation Act, authorizes any public agency to contract with any other public agency to perform any governmental service or activity which each public agency is authorized by law to perform; and,

WHEREAS, the City has determined that it is necessary to provide a bicycle/pedestrian trail through Sedro-Woolley as identified in Attachment A in order to improve the level of bicycle and pedestrian travel and safety; and

WHEREAS, the design of such improvements will require hiring a consultant, contract administration, public participation, preparation of plans, specifications, and estimates and related activities hereinafter referred to as the "Design Phase" of the project; and,

WHEREAS, the City has federal funds for the design of the improvements identified in Attachment A; and,

WHEREAS, the City does not have the authority to be the Certifying Agent; and,

WHEREAS, the County Public Works Department is certified by the Washington State Department of Transportation Highways and Local Programs to document and otherwise administer federally funded projects; and,

WHEREAS, this Agreement will formally outline the participation and responsibilities of the Parties in the project.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

I. DETAILED SCOPE OF WORK

PURPOSE OF AGREEMENT: The purpose of this agreement is to identify the scope and extent of services to be provided by the County to the City for administrative oversight of the City's **SR 20 BICYCLE / PEDESTRIAN TRAIL PROJECT**, hereinafter identified as the "Project". The Engineering Division of the Skagit County Public Works Department, acting under their Certification of Acceptance Agreement with the Washington State Department of Transportation, shall provide all services necessary to comply with the requirements of the Federal Highway Administration and Washington State Department of Transportation for administration of the design of the City's federally funded Project identified herein.

The County is the approving authority in the following project items:

- a. Location and design.
- b. Utility agreements.
- c. Railroad agreements.
- d. Standard consulting engineering agreements.
- e. Public hearings, findings, and orders.
- f. Plans, specifications, and estimates.

STANDARDS AND REFERENCES: The County will administer the Project in accordance with the rules, regulations and procedures as required by the Federal Highway Administration (FHWA), Washington State Department of Transportation (WSDOT), WSDOT Highways and Local Programs, and the laws of the State of Washington. In general these rules, regulations and procedures are documented in the following publications. The latest editions of these publications shall be used:

- Local Agency Guidelines (M 36-63), Latest Revision, published by WSDOT Highways and Local Programs (LAG Manual).
- Standard Specifications for Road, Bridge, and Municipal Construction, 2004 English Edition, published by WSDOT and Washington State Chapter APWA, with latest amendments and revisions.
- Design Manual (M 22-01), Latest Revision, published by WSDOT.
- Standard Plans for Roads, Bridge, and Municipal Construction, (M21-01).
- Plans Preparation Manual, (M22-31).

II. DETAILED RELATIONSHIPS, SERVICES AND PRODUCTS:

Project Documentation: Unless specifically noted otherwise, the City shall maintain original copies of all project documentation in the City's project files. Duplicate copies shall be transmitted to the County's Project Manager as required or indicated below. The City shall retain the documentation for a period of not less than three years from the final payment of any federal aid funds.

Management Coordination: The County and City shall, by exchange of letters, identify the key management personnel with responsibility for the project.

The City shall appoint a staff member (hereinafter referred to as "City Representative") to represent the City and serve as the County's main contact for the Project. The City Representative shall be responsible for providing information pertinent to the Project including plans, provisions, permits and other information of a similar nature for which the City maintains records to the County Project Manager.

The City will be responsible for consultant selections, and contract negotiations and administration in accordance with WSDOT Local Agency Guidelines. The City will be the contracting party on agreements entered into for the purpose of accomplishing the work outlined in this agreement. The County shall review and approve the consultant selection process prior to the City proceeding with selecting a consultant.

Federal Aid Agreement / Fund Obligation: The City will be responsible for obligating federal aid preliminary engineering funds through WSDOT Highways and Local Programs by executing the appropriate Local Agency Agreement and/or Supplement thereto.

The City shall be responsible for paying for the total cost of the Project. The total cost of the Project is defined as all related project costs including, but not limited to, preliminary engineering, right-of-way acquisition, permitting, legal, administration, consultant engineering, environmental assessment and costs related to county, state and federal services.

Project Design: The City shall be solely responsible for the conceptual and physical design of the project, and the specification of all construction and materials to be incorporated into the project.

Plan and Specification Review: The County shall perform a detailed review of the Plans, Specifications and Estimates (P,S & E) for the Project to the extent that the P,S & E conforms to the requirements of FHWA and WSDOT Highways and Local Programs. The City will be provided with a written list of all discrepancies discovered by the County during the review. The City shall be responsible for correcting, or causing the discrepancies to be corrected.

The County will review and approve design plans, specifications and the cost estimate at the 60%, 90% and final design stages.

Environmental Review: The City shall be responsible for ensuring that all required environmental reviews have been completed. The City shall also be responsible for preparing and submitting the Local Agency Environmental Classification Summary (ECS), and any other environmental documents that may be necessary, to WSDOT Highways and Local Programs for approval. The City will forward a copy of the approved ECS, as well as any other approvals for environmental documents, to the County.

Permits: The City will verify that it has applied for, and received all necessary permits, and will provide copies of all permits to the County. The City will make application for time extensions of permits that have expired. The City shall be responsible for making any plan revisions necessary to comply with changed permit conditions. The County will review any plan revisions before they are submitted to the permitting agencies.

Right of Way Certification: The City is responsible for acquiring all the necessary right of way for the project, and will be responsible for obtaining the Right-of-Way Certification from WSDOT Highways and Local Programs. The City will forward a copy of the approved Right-of-Way Certification to the County.

Federal Aid Billings: The City shall be solely responsible for preparing and submitting Federal Aid progress billings to WSDOT Highways and Local Programs.

Project Management Review: If selected by WSDOT Highways and Local Programs for Project Management Review, the City will provide the project records for the Highways and Local Programs Area Engineer's review. The County will provide representation. The City shall correct any deficiencies in the project records identified by the review.

Reimbursement of Costs by City: The City shall reimburse the County for all costs of direct and indirect labor plus an administrative fee of 10 percent of direct labor costs for the work performed by the County pursuant to this agreement.

Liability: The City shall hold harmless and indemnify the County from any and all costs, claims, demands and obligations of any nature arising by reason of the negligent act or omission of the City, its employees, consultants or contractors relating to the subject matter of this contract causing injury to any person or property damage.

The County shall hold harmless and indemnify the City from any and all costs, claims, demands and obligations of any nature arising by reason of the negligent act or omission of the County, its employees, consultants or contractors relating to the subject matter of this contract causing injury to any person or property damage.

Future Oversight: If the City obtains federal funds for the construction of the Project, this agreement may be supplemented to include the scope and extent of services to be provided by the County to the City for the construction phase.

Property: Real and personal property purchased with City funds shall be the property of the City and shall remain with the City at the termination of this agreement.

Termination: This agreement shall remain in effect until the Project is completed and accepted in writing by the Parties.

If this agreement is terminated by the City prior to the completion of the terms as outlined herein, the City shall reimburse the County for any costs incurred or that may be incurred as a result of the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

DATED this _____ day of _____, 2004.

CITY OF SEDRO WOOLLEY

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

SHARON DILLON, Mayor

TED W. ANDERSON, Chairman

ATTEST:

DON MUNKS, Commissioner

PATSY NELSON, Clerk/Treasurer

KENNETH A. DAHLSTEDT, Commissioner

Approved as to Form:

PATRICK HAYDEN, City Attorney

Approved:

CHAL A. MARTIN, P.E.
Director/County Engineer

TRISHA LOGUE, CPA
Budget & Finance Director

ATTEST:

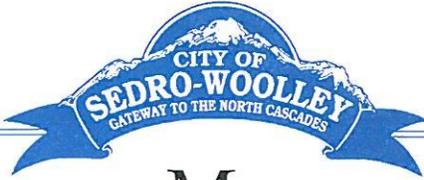
JOANNE GIESBRECHT, Clerk of the Board

Approved as to Content:

BILLIE KADRMAS
Risk Manager

Approved as to Form:

MELINDA MILLER
Civil Deputy



Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

To: Mayor Dillon and City Council

From: Patsy Nelson *Patsy*

Date: 1/4/2005

Re: Amendment #1 to Skagit County Interlocal re: SR20 / F&S Intersection

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

Background: The existing agreement with Skagit County to administer the SR 20 / F&S Intersection project has expired. Skagit County has sent an amendment which extends the expiration date to 12/31/06. The original interlocal agreement is attached for reference.

Recommendation: Authorize the Mayor to sign Amendment # 1 to Interlocal Agreement #005093 with Skagit County.

AMENDMENT #1
ORIGINAL AGREEMENT # 005093

City of Sedro-Woolley and Skagit County agree to amend Agreement No. 005093, as set forth below under "Terms of Amendment".

TERMS OF AMENDMENT:

This AGREEMENT shall be extended through December 31, 2006.

All other terms and conditions of the original contract shall remain in effect.

Date: _____

CITY OF SEDRO-WOOLLEY

Sharon D. Dillon
Mayor

Attest:

Patsy K. Nelson
Finance Director

Approved as to Content and Form:

[Signature]
Public Works Director

Approved as to Form:

By: [Signature]
City Attorney

Approved as to Indemnification:

By: _____
Risk Manager

Attest:

Joanne Geisbrecht, Clerk of the Board
Contract Amendment
Page 1

APPROVED:
BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ted W. Anderson, Chairman

Don Munks, Commissioner

Kenneth A. Dahlstedt, Commissioner
For contracts under \$5000:

Gary Rowe, County Administrator
(Authorization per Resolution #R20030146)

Recommended:

By: _____
Department Head

By: _____
Trisha Logue, Budget / Finance Administrator

Approved as to Form:

by _____
Deputy Prosecuting Attorney

05093 ✓



20001/310093

Skagit County Auditor

10/31/2000 Page 1 of 9 2:23:20PM

AFTER RECORDING RETURN TO:
LUIS PONCE
SKAGIT COUNTY PUBLIC WORKS
700 SO. SECOND STREET, ROOM 202
MOUNT VERNON, WA 98273

DOCUMENT TITLE: INTERLOCAL AGREEMENT
BETWEEN SKAGIT COUNTY AND
CITY OF SEDRO WOOLLEY CONCERNING THE
SR 20 INTERSECTION IMPROVEMENTS

DATE SIGNED: October 31st 2000

GRANTOR: SKAGIT COUNTY

GRANTEE: CITY OF SEDRO WOOLLEY

COUNTY CONTRACT: 005093

**INTERLOCAL AGREEMENT
BETWEEN SKAGIT COUNTY AND THE CITY OF SEDRO-WOOLLEY
SR 20 INTERSECTION IMPROVEMENTS**

THIS AGREEMENT, made and entered into on this 31st day of OCTOBER, 2000, by and between SKAGIT COUNTY, WASHINGTON (hereinafter referred to as the "County") and the CITY OF SEDRO-WOOLLEY, WASHINGTON (hereinafter referred to as the "City") and collectively hereinafter referred to as the "Parties".

THIS AGREEMENT shall remain in effect throughout the calendar years 2000, 2001, 2002, and 2003, and shall be considered fulfilled prior to that date upon the completion of the conditions stated herein.

WHEREAS, RCW Chapter 39.34, the Interlocal Cooperation Act, authorizes any public agency to contract with any other public agency to perform any governmental service or activity which each public agency is authorized by law to perform; and,

WHEREAS, the City has determined that improvements to the SR 20 Intersections as identified in Attachment A are necessary in order to improve the level of vehicular, bicycle, pedestrian and road safety; and

005093

WHEREAS, the design of such improvements will require advertising for request for proposals, contract administration, public participation and related activities hereinafter referred to as the "Design Phase" of the project; and,

WHEREAS, the construction of such improvements will require advertising for bids, contract administration, construction inspection and related activities hereinafter referred to as the "Construction Phase" of the project; and,

WHEREAS, the City has federal funds for the street improvements identified in Attachment A; and,

WHEREAS, the City does not have the personnel or authority to be the Certifying Agent or perform the administrative tasks associated with the design and construction of the project; and,

WHEREAS, the County Public Works Department is certified by the Washington State Department of Transportation Highways and Local Programs to manage, document and otherwise administer federally funded contracts; and,

WHEREAS, this Agreement will formally outline the participation and responsibilities of the Parties in the project.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

I. DETAILED SCOPE OF WORK

PURPOSE OF AGREEMENT: The purpose of this agreement is to identify the scope and extent of services to be provided by the County to the City for administering the City's **SR 20 INTERSECTION IMPROVEMENTS**, hereinafter identified as the "Project". The Engineering Division of the Skagit County Public Works Department, acting under their Certification of Acceptance Agreement with the Washington State Department of Transportation, shall provide all services necessary to comply with the requirements of the Federal Highway Administration and Washington State Department of Transportation for administration of the design and construction of the City's federally funded Project identified herein.

The County is the approving authority in the following project items:

- a. Location and design.
- b. Utility agreements.
- c. Railroad agreements.
- d. Standard consulting engineering agreements.
- e. Public hearings, findings, and orders.
- f. Plans, specifications, and estimates.
- g. Advertisement and award of construction contracts.
- h. Construction administration.
- i. Construction material testing.

STANDARDS AND REFERENCES: The County will administer the Project in accordance with the rules, regulations and procedures as required by the Federal Highway Administration (FHWA), Washington State Department of Transportation (WSDOT), WSDOT Highways and Local Programs, and the laws of the State of Washington. In general these rules, regulations and procedures are documented in the following publications. The latest editions of these publications shall be used:

- Local Agency Guidelines (M 36-63), Latest Revision, published by WSDOT Highways and Local Programs (LAG Manual).

- Standard Specifications for Road, Bridge, and Municipal Construction, 2000 English Edition, published by WSDOT and Washington State Chapter APWA.
- Design Manual (M 22-01), Latest Revision, published by WSDOT
- Standard Plans for Roads, Bridge, and Municipal Construction. (M21-01)
- Plans Preparation Manual, (M22-31)
- Construction Manual (M 41-01), Latest Revision, published by WSDOT Construction Office.

005093

II. DETAILED RELATIONSHIPS, SERVICES AND PRODUCTS:

Project Documentation: Unless specifically noted otherwise, the City shall maintain original copies of all project documentation in the City's project files. Duplicate copies shall be transmitted to the County's Project Manager as required or indicated below. The City shall retain the documentation for a period of not less than three years from the final payment of any federal aid funds.

Management Coordination: The County and City shall, by exchange of letters, identify the key management personnel with responsibility for the project.

The City shall appoint a staff member (hereinafter referred to as "City Representative") to represent the City and serve as the County's main contact for the Project. The City Representative shall be responsible for providing information pertinent to the Project including plans, provisions, permits and other information of a similar nature for which the City maintains records to the County Project Manager.

The City will be responsible for consultant selections, and contract negotiations and administration in accordance with WSDOT Local Agency Guidelines. The City will be the contracting party on agreements entered into for the purpose of accomplishing the work outlined in this agreement. The County shall review and approve the consultant selection process prior to the City proceeding with selecting a consultant.

Federal Aid Agreement / Fund Obligation: The City will be responsible for obligating federal aid construction funds through WSDOT Highways and Local Programs by executing the appropriate Local Agency Agreement and/or Supplement thereto.

The City shall be responsible for paying for the total cost of the Project. The total cost of the Project is defined as all related project costs including, but not limited to, preliminary engineering, right-of-way acquisition, permitting, construction, legal, administration, consultant engineering, environmental assessment, testing services and costs related to county, state and federal services.

Project Design: The City shall be solely responsible for the conceptual and physical design of the project, and the specification of all construction and materials to be incorporated into the project.

Plan Review: The County shall perform a detailed review of the Plans, Specifications and Estimates (P,S & E) for the Project to the extent that the P,S & E conforms to the requirements of FHWA and WSDOT Highways and Local Programs. The City will be provided with a written list of all discrepancies discovered by the County during the review. The City shall be responsible for correcting, or causing the discrepancies to be corrected.

The County Project Manager, the City Representative, other City and County Staff and consultant staff will meet on a regular basis to review the scope and progress of the work to ensure that the Project meets the objectives of the City and County. The County will review and approve design plans at the 10% and 30% stage and design plans, specifications and the cost estimate at the 60%, 90% and final design stages.

Contract Review: The City shall be responsible to ensure that the contract provisions are acceptable to the City's governing body, including review and acceptance by the City's Legal Counsel. The City shall provide written

verification to the County that the contract documents are acceptable to the City.

005093

Environmental Review: The City shall be responsible for ensuring that all required environmental reviews have been completed. The City shall also be responsible for preparing and submitting the Local Agency Environmental ~~Classification Report (LECR) and any other environmental documents that may be necessary, to WSDOT Highways~~

Right of Way Certification: The City is responsible for acquiring all the necessary right of way for the project, and will be responsible for obtaining the Right-of-Way Certification from WSDOT Highways and Local Programs. The City will forward a copy of the approved Right-of-Way Certification to the County.

Prevailing Wages, Training, Equal Employment Opportunity and Minority Business Enterprises: The City will be responsible for ensuring Contractor compliance with these regulations. Compliance will be documented in accordance with the provisions of the LAG and Construction Manuals. The County shall ensure the project LAG/EEO reports that all necessary contract provisions are included in the Contract Documents. The County shall ensure that the County is the approved authority that is not required by the City to be approved by the County. The County shall ensure that the project LAG/EEO reports are submitted to the County for review and approval.

The City shall ensure that the project LAG/EEO reports are submitted to the County for review and approval. The County shall ensure that the project LAG/EEO reports are submitted to the County for review and approval.

The City shall ensure that the project LAG/EEO reports are submitted to the County for review and approval. The County shall ensure that the project LAG/EEO reports are submitted to the County for review and approval.

Local Programs and affected utilities.

005093

The City shall conduct the conference in accordance with LAG Manual procedures, and shall take and prepare minutes of the conference for distribution to the parties.

Notice to Proceed: At the pre-construction conference the City shall transmit to the Contractor a Notice to Proceed establishing the construction start date and computed completion date.

Materials Control and Contract Documentation: During the life of the contract, the City shall be responsible for preparing and maintaining all necessary reports, documents, records and estimates in accordance with the requirements of WSDOT Highways and Local Programs as set forth in the WSDOT Construction Manual as modified by the LAG Manual. The City shall perform all required quality control inspection and administrative tasks necessary to comply with WSDOT and FHWA requirements.

The County may perform a detailed review of the materials control and contract documentation to the extent that the documents conform to the requirements of FHWA and WSDOT Highways and Local Programs. The City will be provided with a written list of all discrepancies discovered by the County during the review. Within 3 working days after the City has received the written list of all the discrepancies, the City shall provide the County a written response explaining the discrepancies or detailing how they will be corrected. The City shall be responsible for correcting, or causing the discrepancies to be corrected.

Changed Conditions: Changed Conditions shall be defined as Minor and Major. Changed conditions that, in the estimation of the County, will not create additional costs, or that do not affect the engineering principles fundamental to the design shall be considered minor changes. Minor changed conditions will not be immediately reported to the County, but will be documented in the project records and as-built drawings.

Changed Conditions that will result in increased costs, or that require consideration and input from the responsible design engineer shall be considered major changes. The City shall immediately notify the County of any major changed conditions encountered during construction

Progress Payments and Retainage: The City shall request that the Contractor and consultants establish a monthly cut off date for pay estimates. The City shall prepare a monthly pay estimate for the contract. The pay estimate shall provide general contract information and information for each item of work regarding the contract quantity, quantity for the period, quantity to date, monetary amount for the period and monetary amount to date. The County shall review and approve all progress payments prior to payment by the City.

The City shall be solely responsible for providing timely payment to the Contractor for the work performed and for withholding retainage from the payments in the amount and manner as required by Washington State Statutes governing Public Works Contracts.

Federal Aid Billings: The City shall be solely responsible for preparing and submitting Federal Aid progress billings to WSDOT Highways and Local Programs.

Contract Completion: Upon a finding by the City and the County that the work is physically complete, the following procedure shall be used:

- 1) The City will provide a letter to the Contractor notifying the Contractor that the work is Physically Complete, and establishing the date of Physical Completion of the work. The letter will also notify the Contractor that all obligations under the contract must be satisfied in order to make the final payment on the contract. And, that the Contractor and all sub-contractors are responsible for submitting their completed "Affidavit of Wages Paid" to the Washington State Department of Labor and Industries. The City shall also send a copy of this letter to the Washington State Department of Labor and Industries and to the County.
- 2) Within 15 days of the notice of Physical Completion to the Contractor, the City shall notify WSDOT Highways and Local Programs and arrange for final inspection by the Regional Highways and Local Programs Engineer.

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The County shall be notified of the date of the final inspection and invited to attend.

- 3) Upon satisfactory final inspection, and receipt by the City of all necessary documentation from the Contractor, the City will prepare the Final Pay Estimate and Final Contract Voucher for signature by the Contractor, and will forward the signed original Final Pay Estimate and Final Contract Voucher to the County, along with a letter of Contract Completion. Once the County has reviewed and approved these documents, the County will forward them for the City's signature. The City shall process the final payment as described under "Progress Payments and Retainage", and return the signed Contract Completion Letter to the Contractor.
- 4) The City shall also forward a copy of the Completion letter to the Washington State Department of Revenue and request confirmation that the Contractor has paid all necessary sales tax for the project.

Upon completion of the above process, and provided that there have been no claims or liens made against Contract Bond or Retainage, the City shall be responsible for releasing the Contract Bond and the Retainage in the time and manner required by Washington State statutes governing Public Works Contracts. In the event that the City fails to receive any such releases and/or affidavit, the City shall notify both the County and the Agency to determine the location of the missing documents.

In the event that a claim or lien has been filed against the Contract Bond or Retainage, the County shall assist the City, as far as practical, with the resolution of the claim or lien.

Project Management Review: If selected by WSDOT Highways and Local Programs for Project Management Review, the City will provide the project records for the Highways and Local Programs Area Engineer's review. The County will provide representation. The City shall correct any deficiencies in the project records identified by the review.

Reimbursement of Costs by City: The City shall reimburse the County for all costs of direct and indirect labor, administration, equipment rental, engineering, materials and supplies for the worked performed by the County pursuant to this agreement.

Liability: The City shall hold harmless and indemnify the County from any and all costs, claims, demands and obligations of any nature arising by reason of the negligent act or omission of the City, its employees, consultants or contractors relating to the subject matter of this contract causing injury to any person or property damage.

The County shall hold harmless and indemnify the City from any and all costs, claims, demands and obligations of any nature arising by reason of the negligent act or omission of the County, its employees, consultants or contractors relating to the subject matter of this contract causing injury to any person or property damage.

Roadway Maintenance and Other Facilities: Upon completion of the Project, the City shall be responsible for maintenance of the street and other facilities.

Property: Real and personal property purchased with City funds shall be the property of the City and shall remain with the City at the termination of this agreement.

Termination: This agreement shall remain in effect until the Project is completed and accepted in writing by the Parties.

If this agreement is terminated by the City prior to the completion of the terms as outlined herein, the City shall reimburse the County for any costs incurred or that may be incurred as a result of the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

DATED this _____ day of _____, 2000.

CITY OF SEDRO WOOLLEY

Sharon Dillon
SHARON DILLON, Mayor

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Harvey Wolden
HARVEY WOLDEN, Chairman

ATTEST:

Eric K. Stendal
ERIC K. STENDAL, City Supervisor

Robert Hart
ROBERT HART, Commissioner

Approved as to Form:

Patrick Hayden
PATRICK HAYDEN, City Attorney

Ted W. Anderson
TED W. ANDERSON, Commissioner

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Approved:

Chal A. Martin
CHAL A. MARTIN, P.E.
Director/County Engineer

Approved as to Content:

Vince Clay
VINCE CLAY
Risk Manager

Alicia Huschka
ALICIA HUSCHKA
Budget & Finance Director

Approved as to Form:

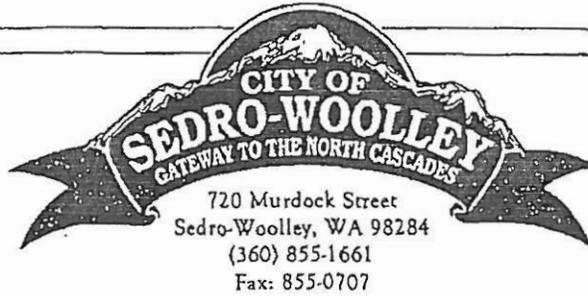
ATTEST:

Patti J. Chambers
PATTI J. CHAMBERS, Clerk of the Board

Hilary A. Thomas
HILARY A. THOMAS
Civil Deputy

Attachment A

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Scope of Work
CA Agreement between City of Sedro-Woolley and Skagit County

Task 1

Intersection of SR-20/ Skagit Steel Site

Provide CA oversight between the City of Sedro-Woolley and Skagit County Public Works for the feasibility, design and construction of a four way intersection and fully actuated traffic signal.

Funding will be through the Rural Economic Vitality Grant Program and local funds.

Work shall progress as soon as the CA Agreement is signed and executed

Task 2.

Intersection improvements F&S Grade Road and SR-20.

Provide CA oversight between the City of Sedro-Woolley and Skagit County Public Works for the feasibility, design and construction of a three-way intersection and fully actuated traffic signal.

Funding will be STP-U and local funds

Work shall progress as soon as STP-U funds are obligated for the feasibility study.

Memo

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 30

To: Mayor Dillon and the City Council

From: A/Chief Doug Wood

Date: 1-7-05

Re: Spillman public safety system order supplement

Background and Situation

In May of 1994 the Sedro-Woolley Police Department began using the Spillman system as our information system. All of our complaints and contact information is stored in this data base. We signed a contract with Skagit County, in 1994, and they purchase and maintain the software, hardware and maintain this great system.

This order supplement replaces the contract that we have been operating under. This was done to accommodate changes in Skagit County Information Services organization, software updates and changes on our local operating systems which deal with some security issues with us updating our local system.

Recommended Action:

Staff recommends that the Council authorize Mayor Dillon to sign the order supplement with Skagit County



Skagit County Spillman Public Safety System Services ORDER SUPPLEMENT

CSA NUMBER 04685
SUPPLEMENT NUMBER 2

Customer: City of Sedro-Woolley
Address: 720 Murdock Street
Sedro-Woolley, WA 98284

This Order Supplement is executed pursuant to the terms and conditions of Skagit County's Interlocal Cooperative and Customer Service Agreement (CSA). The parties acknowledge they have read and understand the terms and conditions contained therein. This Order Supplement sets forth additional provisions identifying services to be provided by the Information Services Division of Skagit County, to be performed for the City of Sedro-Woolley, hereinafter called "Customer." In the case of difference between the terms and conditions of the CSA and this Order Supplement, the Order Supplement shall take precedence. This Order Supplement replaces any previous agreements that deal with the subject matter of the Spillman Public Safety System or FORCE as it was previously called.

For the purposes of this Order Supplement's relationship to the CSA, the "Provider" as defined in the CSA will be Skagit County.

These services are for the exclusive use by the Customer. Use of these services by external Customer entities (e.g., municipalities, not-for-profit organizations, third parties, etc.) must be reviewed with Skagit County for approval. These entities may be required to sign an

agreement with Skagit County.

This agreement supersedes any existing agreements relating to agency usage of the Spillman Public Safety System or Skagit County Mug Shot System.

1 SCOPE OF AGREEMENT

This Order Supplement shall address Customer access to information derived from the Spillman Public Safety System, hereinafter known as the SPSS, Mug Shot System, hereinafter known as MSS.

2 GENERAL CONDITIONS

2.1 USE OF SOFTWARE

Use of the SPSS system shall be in accordance with the licensing policies of Spillman Technologies, Inc. and policies and procedures defined in the SPSS Policy and Procedure Manual.

2.2 DATA AVAILABLE

The County shall deliver data derived from the SPSS to network devices accessible to Customer personnel and software applications. If the Customer opts to utilize the MSS, then the County shall deliver Mug Shot pictures and related information identifying an individual.

Extent of access shall conform to the regulations set forth in Chapter 13.50 RCW and other applicable federal, state, and local law.

The Customer will not sell, give, loan, lease or otherwise transfer title, possession, or allow access or use of any of the data or screens by any person, firm, corporation or association without prior written approval of the County.

Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with the Customer Service Agreement and Public Disclosure Act, Chapter 42.17 RCW, and the Washington State Criminal Records Act, Chapter 10.97 RCW. Other entities will not disclose data except through specific contracts, court orders or agreements with application and data owners.

2.3 PROPRIETARY INFORMATION.

Proprietary information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information or data on the County network shall be treated as proprietary regardless of ownership.

2.4 CUSTOMER NOT TO HAVE OR USE LIST OF INDIVIDUALS FOR COMMERCIAL PURPOSES.

The Customer agrees, warrants, promises and swears under penalty of perjury that it shall not use or allow others to use directly or indirectly the data, screens, or access thereto as a list or lists of individuals for commercial purposes.

2.5 THE COUNTY MAY PRIORITIZE PROVISION OF ACCESS.

The County may limit, control or prioritize the access described herein to any extent necessary to prevent such from unreasonably disrupting the County's operations and to prevent excessive interference with other essential functions of the County and to the extent necessary to provide access to its public records by other members of the public.

This may include scheduled shutdowns for backups or maintenance and unscheduled shutdowns due to hardware or software malfunctions.

2.6 ASSIGNMENT.

The Customer agrees that it shall not assign any right or interest in this Agreement without the written permission of the County. Any attempted assignment by the Customer without written permission by the County, or its authorized agent, shall be wholly void and totally ineffective for all purposes. Furthermore, the Customer and the County agree that neither shall delegate any obligation which it has under this Agreement without the written permission of the other party. Any attempted delegation without written permission shall be wholly void and totally ineffective for all purposes.

2.7 LIMITATION OF LIABILITY.

The information supplied by the County described herein is provided on an "as is" basis "with all faults".

Nothing contained herein shall be construed to require the County to maintain the information or data in a more current form than the County shall from time to time determine.

The obligations of the County and the rights and remedies of the Customer set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of the County and rights, claims and remedies of the Customer against the County express or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and, any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages.

2.8 TERMINATION OF AGREEMENT - EVENTS OF DEFAULT.

This Agreement may be immediately terminated without notice upon an event of default, which events of default include but are not limited to the following:

- a. The Customer wrongfully uses the data provided by the County.
- b. Unauthorized copying of data.
- c. In the event this Agreement is determined to be in conflict with federal or state law, County resolutions or ordinances which are in effect at the time of this Agreement or may be imposed in the future.
- d. The Customer uses or attempts to use information provided in such a manner as to violate a taxpayer's right to privacy or to create an unfair competitive disadvantage for a taxpayer.
- e. The Customer sells, gives, leases, or loans access to the screens or the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written approval of the County.
- f. The Customer allows access to the screens or the data contained therein, or any part thereof, to be used as a list of individuals for commercial purposes.
- g. Failure to conform to Regional Inter-Governmental Network (RIGN) security requirements, section 11.
- h. If the vendor of the SPSS changes its support, architecture, licensing, policy or creates any other condition that would create a situation where Skagit County could no longer meet the scope of work as defined in appendix A.

3 SERVICE AGREEMENT PERIOD

This Agreement commences upon execution by signature of both parties and shall terminate on January, 1st 2008. The Customer may terminate this agreement prior to

the termination date, with a 30 day written notice. Skagit County, may terminate this agreement with a 60 day written notice.

4 SERVICE PROVISIONING

Requests for new service, changes to existing service, or billing and service agreement changes should be submitted, in writing, to:

Skagit County Information Services
Attention: Michael Almvig, Manager
700 South Second Street, RM 100
Mount Vernon, WA 98273
Phone (360) 336-9465
FAX (360) 336-9490

5 SERVICE OFFERING AND RATES

5.1 SPILLMAN ACCESS SERVICE

The SPSS shall be available 24 hours per day 7 days a week except during system failure or scheduled maintenance.

Basic support shall consist of network management; SPSS account management, security management, application troubleshooting, network connectivity and management, network troubleshooting to the Customer Point of Presence, and capacity planning. Basic support shall apply to all Public Safety personnel who are employees of the Customer. Public Safety personnel are considered Law Enforcement, Prosecutors and Fire Personnel.

Basic support for the SPSS shall be provided each business day from the hours of 8am to 5PM Pacific Standard Time excluding Skagit County holidays and weekends.

The basic scope of service for the SPSS is provided in Exhibit A, hereinafter, incorporated by reference.

Basic rates for the SPSS access are reviewed in June of each year to derive budgetary estimates. Final rates are determined after the Board of County Commissioners have adopted the next years budget. Rates are subject to change based on costs incurred by the County.

See Exhibit B, Hardware and Software Required to Access the SPSS for hardware and software requirements. Please note that hardware and software requirements are subject to change. Skagit County will review and publish requirements in June of each year.

5.2 MUGSHOT SERVICE (OPTIONAL SERVICE)

5.2.1 MSS SERVICE SCOPE

The MSS shall be available 24 hours per day 7 days a week except during system failure or scheduled maintenance.

Skagit County will operate and maintain a system that will make available mug shots has derived from the Skagit County Jail.

Basic support for the MSS consists of network management, MSS account management, security management, application troubleshooting, network connectivity and management, network troubleshooting to the Customer Point of Presence, and capacity planning. Basic support shall apply to all Law Enforcement personnel who are employees of the Customer.

Basic support for the MSS shall be provided each business day from the hours of 8am to 5PM Pacific Standard Time excluding Skagit County holidays and weekends.

See Exhibit B, Hardware and Software Required to Access the MSS for hardware and software requirements. Please note that hardware and software requirements are subject to change. Skagit County will review and publish requirements in December of each year.

5.2.2 MSS SERVICE ESTIMATED COST

The MMS Service will be billed based on actual costs incurred.

Basic rates for the MSS access are reviewed in June of each year to derive budgetary estimates. Final rates are determined after the Board of County Commissioners have

adopted the next years budget. Estimated rates are subject to change based on costs incurred by the County.

Budgetary cost estimates are available upon request.

5.3 CUSTOMER EQUIPMENT COSTS

The Customer shall be totally responsible and liable for all costs incurred in the acquisition of its own equipment, including telephone lines and other supplemental equipment and the costs of connecting that equipment with the County's equipment. Where required by the County, the Customer will buy equipment specified by the County for this computer network access. The Customer will be responsible for trouble shooting and maintaining their equipment and data link.

Equipment that is resident in County facilities shall be tagged with an inventory tag identifying that equipment as Customer owned.

6 BILLING GUIDELINES

All billing for services shall be on a quarterly basis based on the actual expenditures for the previous quarter.

6.1 CALCULATIONS FOR SPSS BILLING

The formula for SPSS Billing shall be:

$$(TEQ - S) * AA/TA$$

Where;

TEQ = Total SPSS, RIGN, and Helpdesk Expenditures in Quarter
S = Subsidies from 911 Center or other revenues (including grants)
AA = Number of Agency Accounts
TA = Total Number of Accounts

6.2 CALCULATIONS FOR MUG SHOT BILLING

The formula for MSS Billing shall be:

$$((TEQ - S) * ACO) / TCO$$

Where;

TEQ = Total Expenditures in Quarter

S = Other external revenues (including grants)

ACO = Agency Commissioned Officers

TCO = Total Subscribed Commissioned Officers

6.3 SERVICE ADDS/CHANGES

Service additions or changes occurring on or before the 15th of the month will be charged for the full month. Additions or changes occurring after the 15th of the month will be invoiced starting the following month. All service additions or changes must be submitted in writing. All additions and changes will be billed on a time and materials basis.

6.4 SERVICE CANCELLATION

Services canceled on or before the 10th of the first month of the quarter will not be charged for the quarter. Services canceled after the 10th of the first month of the quarter will be charged for the full quarter. All service cancellations must be submitted in writing.

7 NETWORK AVAILABILITY

The SPSS and MSS availability objective is 99.8% seven days a week, 24 hours per day.

7.1 NETWORK MAINTENANCE

The SPSS, MSS, and Skagit County networks will be available as set forth in Section 7 with the following exceptions:

7.1.1 SCHEDULED MAINTENANCE

Skagit County Information Services reserves the right to schedule preventative maintenance on all systems. Preventative maintenance will be scheduled a minimum two weeks in advance and attempt to minimize impacts to each user agency. The Customer must notify Skagit County Information Services one week prior to the scheduled maintenance window, if the Customer requires the SPSS or MSS to be available during scheduled maintenance. Scheduled maintenance may result in loss of service to the SPSS and/or MSS for a period of time.

7.1.2 SOFTWARE AND HARDWARE UPGRADES

Software and Hardware upgrades differ from normally scheduled maintenance, in systems will be unavailable for the duration of the upgrade. It is conceivable that an upgrade may take a couple of days. In the event of an upgrade, the Customer will be informed a month prior to the scheduled upgrade time. Skagit County will make every reasonable attempt to schedule the upgrade to minimize impacts to each Customer, however, due to the wide use of this system and the minimal amount of support personnel, there will be Customer impacts.

7.1.3 EMERGENCY MAINTENANCE

Emergency maintenance will be coordinated with the Customer whenever possible.

7.2 CUSTOMER MAINTENANCE DEMARCATION POINT

Skagit County will repair, configure and maintain the SPSS, RIGN and MSS from each system to the Customer's' Ethernet side of the last network device owned and maintained by Skagit County. Responsibility to repair, configure or maintain Customer workstations, electronic messaging systems, network equipment, network transmission lines, printing devices, smart devices, or any other equipment or software application resident on Customers network shall be the responsibility of the Customer.

8 SUPPORT COVERAGE

8.1 SKAGIT COUNTY HELP DESK COVERAGE

The Skagit County help desk is staffed approximately 8 hours per day, five days a week. Support hours are from 8:00 AM - 4:30 PM. The phone number is:

(360) 419 - 3338

Guaranteed availability of the Help Desk personnel is not possible due to staffing constraints. The help desk will log computer and network problems and dispatch problems to the responsible engineer. If the help desk technician is away from the phone for any reason, the caller will be asked to leave a voice mail message. The help desk will return the call as soon as possible.

The Customer may also send electronic mail to us regarding problems at

HELPDESK@CO.SKAGIT.WA.US. This address is monitored during business hours (8:30 AM - 4:30 PM) Monday through Friday, excluding holidays.

The Customer is responsible for providing a current contact list to Skagit County Information Services.

8.2 AFTER HOURS COVERAGE

All calls for after hours support should be made to the Skagit County Help Desk Number as provided in section 8.1. The Helpdesk and support staff will log and start to resolve any issues on the next business day after the call has been received.

After hour basic support is not part of this agreement. After hours support is covered in a separate service agreement.

9 CONFIGURATION MANAGEMENT

All configuration changes to the SPSS and MSS system will be made by Skagit County Information Services in coordination with the Customer. The Customer will provide Skagit County Information Services with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the current network.

10 DISASTER RECOVERY

Skagit County Information Services backs up the SPSS and MSS system to tape on a nightly basis. These tapes are saved for a period of three months and then rotated. The County will not maintain information longer than this time unless the Customer requires data be dumped to tape for archival purposes.

11 SECURITY AND INTEGRITY

The Skagit County network is protected from the Internet with firewall security to prevent unauthorized access from the Internet. The Customer is responsible for securing their organization's computer resources against all unauthorized access.

If the Customer determines to disconnect from the Skagit County RIGN they must notify the County immediately. Such action will terminate this agreement.

11.1 AUTHORIZED USE

This agreement is intended for use by the Customer's employees only. All accounts must be approved by Skagit County Information Services.

11.2 INDIRECT ACCESS

Customer will take measures to prevent unauthorized third party indirect access to the SPSS or MSS system. Examples of this would be gateways, dial-up, or cascaded telnet sessions where the originator is not a Customer authorized user of the RIGN, but whose resultant IP address would appear to the network as being the Customer's address.

11.3 USER ACCOUNT ACCESS TO SPSS SYSTEM

Each user who has an account of the SPSS or MSS systems shall have a unique user account with a unique password. This account is used within the SPSS or MSS to determine the system rights of that user and to provide a method of accounting for access to information. Sharing of accounts within an agency for the purposes of reducing access cost is expressly prohibited.

11.4 FIREWALL MANAGEMENT

Skagit County will attach Customer network to a Firewall device that is resident on the RIGN. Skagit County will manage this device and work with Customer technology staff to resolve networking issues that may appear on Customer network.

The firewall is intended to protect the Customer from other RIGN members that may have contracted malicious software applications. The firewall is also intended to allow legitimate governmental network services, such as the SPSS, to be passed through. All services that will be passed to Customer from the RIGN will be coordinated with Customer technology staff.

Skagit County will facilitate management of the firewall. If another governmental entity and the Customer wish to cooperatively share a technology service, Skagit County will configure the firewall to pass the service. In order for Skagit County to configure the firewall, the other governmental entity must be an RIGN member or a member of the State Inter-Governmental Network. Skagit County will not configure the firewall to pass traffic onto the Internet through the State Inter-Governmental Network, unless the Customer has a specific agreement with the State of Washington for Internet access.

11.5 ORIGINATING AGENCY IDENTIFIERS

To accommodate management of the Originating Agency Identifiers (ORI) as required by federal and state law enforcement agencies. It is required that each terminal, workstation, laptop, tablet pc, pocket pc, or other device that will require use the SPSS State Access application to access state or federal criminal history or other information that requires an ORI designation be statically addressed.

The static address must be at the Internet Protocol address level not at the device Ethernet (MAC) level. Please have your technical support staff contact Skagit County Information Services if there are any questions regarding this protocol.

Network devices that do not require access to State or Federal criminal histories or other information delivered by the State Access application do not need an ORI and consequently do not need to be statically mapped.

11.6 REGIONAL INTER-GOVERNMENTAL NETWORK PROTECTION

To protect the RIGN and other entities that may be attached to the RIGN from malicious attacks directly or indirectly originating from within the Customer's private network, it is expected that the Customer will take reasonable measures to protect their computer systems from malicious software.

Reasonable measures include, but are not limited to:

- Timely operating systems updates
- Virus detection software on all personal computers, workstations and servers
- Timely and periodic updates to virus detection software
- Firewall technology between Customer's network and any other network that Customer is connected to that they do not directly administer. This includes the Internet.
- Education of Customer employees on safe computing practices
- Policies in place that address software installation, use of software, and malicious activity reporting

12 CUSTOMER FIELD OFFICE ENVIRONMENT

The Customer is responsible for providing an acceptable operating environment for all equipment used to access the SPSS or MSS. The Customer is responsible for the security, power quality and cleanliness of the equipment environment. Equipment

replacement due to damage resulting from, but not limited to, power surges, water damage, improper handling or extremely high temperatures is the responsibility of the Customer.

13 SUPPLEMENT CHANGES

All changes to this Order Supplement shall be mutually agreed upon in writing in advance. All such changes shall take precedence over this original Order Supplement.

14 SERVICES REQUESTED

I request Skagit County to perform the following services on behalf of the Customer. Please place a "Yes" or "No", in the column titled REQUEST SERVICE to identify your acceptance of a service.

Please authorize acceptance of services by initialing in the row of the service desired.

Service	Request Service	Initials
5.1 Spillman Basic Support	YES	
5.2 MUG Shot Service Support		

ACCEPTANCE

Customer hereby acknowledges and accepts the terms and conditions of this Order Supplement.

CUSTOMER:

CITY OF SEDRO-WOOLLEY

SKAGIT COUNTY, WASHINGTON

DON MUNKS, Chairman

Approved as to form:

KENNETH A. DAHLSTEDT, Commissioner

City of Sedro-Woolley Attorney

TED W. ANDERSON, Commissioner

Attest:

Approved:

City of Sedro-Woolley Clerk

By: _____
(Department Head)

By: _____
(Skagit County Sheriff)

ATTEST:

By: _____
(Budget & Finance Director)

JoAnne Giesbrecht, Clerk
Board of County Commissioners

By: _____
(Risk Manager)

Approved as to Form Only:

By: _____
Civil Deputy

EXHIBIT A
2004 Rate Schedule for SPSS Support

Installation Services for the SPSS System, Time and Materials.

- Installation Services include all work in setting up the SPSS to deliver information to the Customer. This includes configuring network and security equipment to pass SPSS information and troubleshooting network equipment. All work will be performed on a time and materials basis, see Table 1 for hourly support costs.
- Configuration of the Customer's workstations and network equipment is generally performed by the Customer. Skagit County will provide specific configuration information to the Customer so that this can be accomplished in an expedient manner.
- Development (including requirements gathering, analysis, design, and implementation) and testing of a process that will format SPSS data for delivery to the customer. This includes work to include frequency of delivery. Customer is responsible to access data file and process it for their internal needs.
- Connectivity to the Regional Inter-Governmental Network will be accomplished on a time and materials basis. This applies to new installations only.

Basic SPSS access based on 1 user (Session).

- Includes network management, SPSS account management, SPSS software and hardware upgrades, security management, application troubleshooting, network connectivity and management, network troubleshooting to the Customer Point of Presence, and capacity planning. Software and hardware required to access the SPSS system must be purchased separately by the Customer.
- Includes Network troubleshooting and configuration on the Skagit County Regional Inter-Governmental Network
- Includes access to the Skagit County Helpdesk to request for assistance on Spillman or Mugshot related questions. Do to the nature of the SPSS, the Skagit County Helpdesk will log the incident and forward the request for service to an application engineer to work on issue resolution.

Note

The Customer is responsible for troubleshooting, management, and operation of their equipment.

EXHIBIT A
2004 Rate Schedule for SPSS Support

Table 1 – 2004 Hourly Support Costs for Information Services Personnel

Name	Hourly Rate	Overtime Rate	Function Performed
Almvig, Michael	\$ 52.00	\$ 52.00	Project Management
Bogan, Lewis	\$ 39.00	\$ 58.00	Network Support
Coryell, Steve	\$ 26.00	\$ 38.00	Application Support
Duncan, Steven	\$ 35.00	\$ 35.00	Software Development
Graham, Tom	\$ 33.00	\$ 49.00	Application Support
Harrell, Tony	\$ 28.00	\$ 42.00	Application Support
Holmes, John	\$ 41.00	\$ 41.00	Software Development
Johns, Ryan	\$ 27.00	\$ 40.00	Spillman Public Safety
KirKer, John	\$ 33.00	\$ 49.00	Software Development
MacGavin, Charles	\$ 43.00	\$ 43.00	High Level Application
Radcliffe, Karen	\$ 33.00	\$ 49.00	Database, Financials
Stamey, Christopher	\$ 33.00	\$ 33.00	Financials
Stubben, Kristen	\$ 25.00	\$ 37.00	Accounting/Procurement
Young, Brian	\$ 31.00	\$ 46.00	Web Development

Subject to change January 1st, 2005 and each year following

Rates are based on the actual cost incurred per year by Skagit County to support the Spillman Public Safety System in a year period. Rates are subject to change.

EXHIBIT B
Hardware and Software Required to Access the SPSS and MSS

Basic SPSS Hardware and Software Requirements (As of July 2004). Requirements subject to change.

Table 2 - Workstation Requirements

Requirements for the Client PC	Type of User		
	General user	Computer-Aided Dispatch user	User working with multiple screens
CPU	333 MHz	333 MHz	333 MHz
Memory	64 MB	128 MB	128 MB
Ethernet network card	10/100 Mbps	10/100 Mbps	10/100 Mbps
Network connection to UNIX server	10 Mbps	100 Mbps	100 Mbps
Screen resolution (pixels)	800x600 or greater	1024x768 or greater	1024x 768 or greater
Colors provided by monitor and video card	256 or more	256 or more	256 or more
Hard disk space	200 MB	200 MB	200 MB
Monitor	15-inch	17-inch minimum 21-inch recommended	17-inch minimum 21-inch recommended

Printers Supported –

- Hewlett-Packard printers with a Jet Direct network capability. Printers must have static Internet Protocol addresses.

Summit Requirements -

- SUMMIT runs on a TCP/IP network with any of the following operating systems: Windows 2000, Windows 98, Windows NT®, or Windows XP Professional.

MSS Requirements –

The MSS will run with any system that supports Internet Explore V6.0 or above.

EXHIBIT C
MSS Cost Sheet

Installation Services for the MSS System, Time and Materials.

- Installation Services include all work in setting up the MSS to deliver information to the Customer. This includes configuring network and security equipment to pass MSS information and troubleshooting network equipment. All work will be performed on a time and materials basis, see Exhibit A, Table 1 for hourly support costs.
- Configuration of the Customer's workstations and network equipment is generally performed by the Customer. Skagit County will provide specific configuration information to the Customer so that this can be accomplished in an expedient manner.
- Development (including requirements gathering, analysis, design, and implementation) and testing of a process that will deliver MSS data to the customer. This includes work to include frequency of delivery. Customer is responsible to access data file and process it for their internal needs.

Basic MSS access based on 1 user (Session).

- Includes network management, MSS account management, MSS software and hardware upgrades, security management, application troubleshooting, network connectivity and management, network troubleshooting to the Customer Point of Presence, and capacity planning. Software and hardware required to access the MSS system must be purchased separately by the Customer.
- Includes Network troubleshooting and configuration on the Skagit County Regional Inter-Governmental Network

Note

The Customer is responsible for troubleshooting, management, and operation of their equipment.

CITY OF SEDRO-WOOLLEY

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-1661

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

To: Mayor and City Council

From: Patrick Hayden

Date: 1/7/2005

Re: Trail Road Property

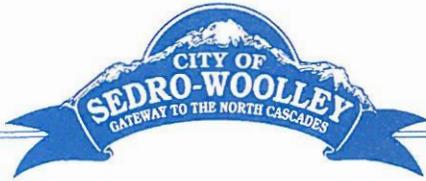
7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 30

I. Issue: Should the City authorizing Mayor Dillon to extend the Earnest Money Agreement for the Trail Road house with Bill Rimmer/assigns through March 31, 2005, on the conditional that the Buyer pays additional costs for the ULID (interest, etc.).

II. Background: The purchaser, Bill Rimmer, is still intent on purchasing this property, but wants to extend closing to March 31, 2005, to coincide with his availability of funds. I recommend that we agree to this extension, so long as additional interest or penalty for the ULID 1994-2 is added to the closing sale price. Mr. Rimmer agrees to this condition. (The ULID payoff was factored into the sale price.

III. Recommended Action: Motion authorizing Mayor Dillon to extend the closing date for the Ernest Money Agreement for the sale of the Trail Road property to March 31, 2005, on the condition that any additional interest and/or penalty for ULID 1994-2 is added to the closing sale price.

PUBLIC HEARING(S)



CITY OF SEDRO-WOOLLEY

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

DATE: January 6, 2005
TO: Mayor Dillon and City Council
FROM: Staff *RJB*
SUBJECT: Public Hearing on Extension of Interim Moratorium on New Subdivisions Served by Township and Metcalf Streets Sewer

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

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

Issue:

In December, the City Council elected to extend the Moratorium on Subdivisions served by the Township and Metcalf Sewer mains for another 6 months. It is now time for the public hearing on this extension. Following the public hearing, findings of fact will be adopted by resolution.

Background:

As you know, the City has real problems with sewer capacity in the two main truck lines serving the City.

This extension removes a portion of the City from the initial Moratorium area, and we are working at designing sewer upgrades to these sewer mains, and hope to begin the major work on the upgrades once funding for the construction is secured by Council.

One section of the Metcalf sewer main along SR-20 and West Moore Street requires upgrading prior to 'turning on' the new Garden of Eden area (West Jones Road) sewage pump station. This will be the next section to be designed for construction. The Sterling Street trunk line (part of the Township Street sewer main) is nearing completion of design.

Recommended Action:

Motion to pass the attached resolution, adopting findings of fact in support of Ordinance 1494-
04.

RJB:rjb

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY OF SEDRO-WOOLLEY ENTERING FINDINGS OF FACT IN SUPPORT OF A MORATORIUM ON SUBDIVISIONS IN CERTAIN AREAS SERVED BY THE TOWNSHIP STREET AND METCALF STREET SEWER MAINS FOR A PERIOD OF SIX MONTHS AND REQUIRING NEW APPLICATIONS TO BE ACCOMPANIED BY CONFIRMATION FROM THE PUBLIC WORKS DIRECTOR THAT LINE CAPACITY IS AVAILABLE, AS ENACTED BY ORDINANCE NO. 1494-04.

WHEREAS, the City Council of the City of Sedro-Woolley enacted Ordinance No. 1474-04 on June 9, 2004, imposing a sanitary sewer moratorium on the Metcalf and Township Street lines for a period of six months, and

WHEREAS, the City Council of the City of Sedro-Woolley enacted Ordinance No. 1494-04 on December 8, 2004, extending the sanitary sewer moratorium on the Metcalf and Township Street lines for a period of six months, and

WHEREAS, the City Council of the City of Sedro-Woolley has held a public hearing for the purpose of taking testimony about the moratorium as required by law, within sixty days of passage, and

WHEREAS, the City Council of the City of Sedro-Woolley finds that the moratorium should continue for an additional period of six months, while it addresses the necessity of construction of improvements to the effected lines; now, therefore,

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. Findings. The City Council of the City of Sedro-Woolley finds as follows:

- a. that the Metcalf Street and Township Street sewer mains are surcharging, based on the study by Pace Engineering and the report of city staff, and
- b. that land use subdivisions which use these mains are occurring or are expected to occur at an very fast rate, and
- c. that if no action is taken the expansion resulting from new subdivisions will occur before the capacity in the Metcalf Street and Township Street lines is increased to the level needed to service these new subdivisions, and
- d. that failure to require these lines to be improved concurrent with new development will result in increased costs to the citizens of Sedro-Woolley, an increased risk of health problems, and a decrease in the quality of the sewer system, and
- e. that a temporary provision of a moratorium on new subdivisions served by these lines and other requirements is in the interests of the health, safety and welfare of the City, and

f. that City Council of the City of Sedro-Woolley should affirm as a temporary measure as authorized by RCW 36.70A.390, on an emergency basis, a limited moratorium on new subdivisions served by the Township Street and Metcalf Street lines as extended by Ordinance No. 1494-04.

Section 2. Exceptions. The City Council has identified four developments which have vested, been previously approved, or for which the applicant has relied on representations which would render a moratorium unfair or subject the City to substantial risk if further development was prohibited. The following applications are not covered by the moratorium of Ordinance No. 1494-04, provided, as set forth in Section 4 of that ordinance.

Passed and approved this ____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

OLD BUSINESS

CITY OF SEDRO-WOOLLEY

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-1661

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

To: Mayor Dillon and City Council

From: Patrick Hayden / Staff

Date: 1/6/2005

Re: Stanislaw / Janicki Annexation

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

I. Issue: Should the City Council complete the Janicki/Stanislaw Properties Annexation by passage of the annexation ordinance?

II. Background: To date the Mayor and City Council has approved/completed the following:

- a. Accepted a notice of intent to annex property;
- b. Accepted a petition for annexation for property form consenting owners;
- c. Passed a resolution, following a public hearing, expressing intent to annex property of the owners who signed either the notice or petition;
- d. Approved and executed an agreement with Skagit County to share the cost of transportation and storm water infrastructure for Fruitdale Road and McGarigle Road; and
- e. Completed a public hearing before the Washington Boundary Review Board of Skagit County which combined additional territory to the annexed area at the request of Skagit County.

The next task is to pass the annexation ordinance. A copy is attached for your consideration.

The issues have been discussed many times. In short summary, this area consists of developed and undeveloped residential and industrial lands, and is served on the perimeter by City sanitary sewer. Skagit County has agreed to share, on a 50-50 basis, the cost of improving the arterial roads upon annexation, and the BRB has extended the boundaries of the annexation to include the roads and the areas westward to the present city limits. A major local employer needs the annexation to complete improvements for expansion, and has been discussing the controversial aspects of this expansion with its neighbors. Other cities are courting the industry.

Note that, consistent with the City contract with Waste Management, the City is giving notice of its intent to assume jurisdiction of the solid waste services from Waste Management in an agreed-upon time frame.

The previous City actions and Council approvals have brought the City to this point, where passage of this ordinance is the next step.

I am attaching the BRB decision and Interlocal Agreement with Skagit County.

III. Proposed Action: Passage of an annexation ordinance entitled: *An ordinance of the City of Sedro-Woolley, Washington, annexing real property contiguous to the eastern portion of the City, and adopting a proposed land use zoning regulation for the real property, and subjecting the property to its pro-rata share of city indebtedness.*

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ANNEXING REAL PROPERTY CONTIGUOUS TO THE EASTERN PORTION OF THE CITY, AND ADOPTING A PROPOSED LAND USE ZONING REGULATION FOR THE REAL PROPERTY, AND SUBJECTING THE PROPERTY TO ITS PRO-RATA SHARE OF CITY INDEBTEDNESS.

WHEREAS, Stanislaw Properties LLC, et. al., own real property that is contiguous to the City and within the urban growth area; and

WHEREAS, Stanislaw Properties LLC, et. al., initiated proceeding to annex the real property to the City by filing a notice of intention to begin annexation proceedings; and

WHEREAS, the City held a meeting with the property owner as required by RCW 35A.14.120; and

WHEREAS, the City Council approved an Annexation Petition between the property owner and the City; and

WHEREAS, the property owner filed a Petition for Annexation with the City; and

WHEREAS, on June 9, 2004 pursuant to notice required by law, the City Council held a public hearing on the proposed annexation; and

WHEREAS, the City Council determined that the Petition for Annexation meets the requirements of RCW Chapter 35.13.125-.150 and is sufficient according to the requirements of RCW 35.13.130; and

WHEREAS, at the public hearings, the City Council heard and considered comments regarding the annexation and the proposed zoning regulation; and

WHEREAS, the City Council determined that the best interests and general welfare of the City and of the real property will be served by the annexation; and

WHEREAS, the Boundary Review Board invoked jurisdiction, held a public hearing and by decision issued in their File No. 04-10, approved with modified boundaries; and

WHEREAS, the City and Skagit County have entered into an interlocal agreement to resolve issues related to transportation improvements for Fruitdale Road and McGarigle Road; now, therefore,

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

Section 1: Intention to Annex Territory. The unincorporated territory legally described on Exhibit A and depicted on Exhibit B, both attached hereto and made a part hereof (“annexation area”), are hereby annexed into the corporate limits of the City of Sedro-Woolley.

Section 2: Zoning and Comprehensive Plan Designations. The Comprehensive Plan and zoning classifications as currently designated on the most recently approved zoning and land use map are hereby adopted for the annexed area described above.

Section 3. Taxation and Indebtedness. Pursuant to the terms of the annexation petition, all property within the territory annexed shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation.

Section 4. Solid Waste Franchise. The City hereby gives notice of its intent, pursuant to written agreement, to assume from Waste Management of Washington, Inc. d/b/a Waste Management of Skagit County, a Delaware corporation:

a. Solid Waste collection from residential and commercial Customers within territory to be annexed ten (10) years from the Date of Annexation; and

b. Solid Waste collection for commercial Drop Box Customers located in the City limits of Sedro-Woolley, as now existing or hereafter annexed, for a period of five (5) years from the Date of Annexation.

Section 5. Authority and Duties of Mayor and City Clerk. Pursuant to RCW 35A.14.700, the Mayor and City Clerk are hereby authorized and directed to execute and file the required annexation certificates and required attachments with the Office of Financial Management. The City Clerk is also directed to file a certified copy of this ordinance with the Board of Commissioners for Skagit County.

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7: Effective Date: This ordinance shall take effect five days after its passage and publication as provided by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
JANUARY 12th, 2005.

MAYOR

ATTEST:

CITY CLERK

APPROVED AT TO FORM:

CITY ATTORNEY

ANNEXATION BOUNDARIES

Those portions of the Northeast $\frac{1}{4}$ and the South $\frac{1}{2}$ of Section 18 and the North $\frac{1}{2}$ of Section 19, all in township 35 North, Range 5 East W.M., more particularly described as follows:

Beginning at the point of intersection of the North line of State Highway 20 with the East line of Fruitdale Road, which point is in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ said Section 18; thence North along the East line of said Fruitdale Road to the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 18; thence West along said North line to the West line of said Fruitdale Road; thence South along said West line to the intersection with the Northerly line of McGarigle Road; thence Southwesterly along the Northerly line of McGarigle Road to the West line of the Plat of Knowltons First Addition as per plat recorded in Volume 7 of Plats, page 59, records of Skagit County, extended Northerly; thence southerly and adjacent to the Easterly City limits of the City of Sedro-Woolley along said West line and said West line extended to the North line of said Section 19; thence West along said North line to a point 1350 feet East of the Northwest corner of said Section 19; thence South 1 degree 20'00" West parallel with the West line of said subdivision and adjacent to the Easterly City limits of the City of Sedro-Woolley a distance of 673.55 feet; thence South 57 degrees 48'32" West a distance of 340.07 feet; thence Southerly and adjacent to the Easterly City limits of the City of Sedro-Woolley to the North line of State Highway 20; thence Northeasterly along said North line to the Point of Beginning.

Situate in the County of Skagit, State of Washington

Exhibit A

Annexation Boundaries

Legend

-  City limits
-  UGA
-  Annexation area
-  Parcels
-  Streets



BRB Decision

COPY

**WASHINGTON STATE BOUNDARY REVIEW BOARD
FOR
SKAGIT COUNTY**

302 South First Street, Mount Vernon, WA 98273-3805
(360) 336-9384 FAX (360) 336-9469

.....
December 8, 2004

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

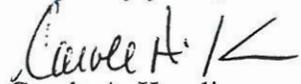
RE: HEARING DECISION
FILE NO. 04-10 CITY OF SEDRO-WOOLLEY; Annexation (Janicki)

Attached please find the Hearing Decision approving the above referenced proposal as modified, with the correct legal description attached. This document was filed at the County Commissioners' office on December 8, 2004. There is a 30 day appeal period before this decision is final.

Please have your staff record your final ordinance or resolution completing this annexation, and send me a copy of the recorded document so that I can distribute it among interested county departments.

If you have questions, please give me a call.

Very truly yours,



Carole A. Korelin
Planner for the Board

Cc: Lacy Lahr, Planner
Patrick Hayden, Attorney-at-Law

PROCEEDINGS OF THE
WASHINGTON STATE BOUNDARY REVIEW BOARD
FOR SKAGIT COUNTY

IN RE: CITY OF SEDRO WOOLLEY)	FILE NO. 04-10
Proposed Annexation)	
Janicki)	RESOLUTION AND
Skagit County, Washington)	HEARING DECISION

The Notice of Intention filed on August 26, 2004 as Boundary Review Board File No.04-10 proposed the annexation of certain territory known as "Janicki" by the City of Sedro Woolley, Skagit County, Washington. On September 30, 2004, the Boundary Review Board received a written request from the Skagit County Board of Commissioners requesting that jurisdiction be taken and a public hearing be held, for the purpose of modifying the proposed boundaries.

After notice duly given, a hearing was held on November 15, 2004 before a quorum of the Boundary Review Board at the Skagit County Administration Building, Hearing Room C, Mount Vernon, Washington. On the basis of testimony, evidence and exhibits presented at said hearing, and the materials in said File No. 04-10, it is the decision of the Board that the action proposed in said Notice of Intention be, and the same is, hereby approved as modified.

FACTORS AFFECTING THIS PROPOSAL

In reaching this decision, the Board has considered the many factors prescribed in RCW 36.93.170. The following have been selected for particular attention:

Land Area, Population and Population Density

This 102 acre annexation property currently has 99 residences, six businesses and a population of 210. The primary purpose for annexation is industrial development through the expansion of Janicki Industries.

Land Uses

The subject area is currently a combination of industrial, commercial and residential. The surrounding area includes a public school, a golf course, rodeo grounds, and residential areas.

Comprehensive Plans and Zoning

Skagit County

The Notice of Intention lists “Urban Growth Area” as the current zoning for the subject area, and “Unincorporated Urban Growth Area” for the County’s Comprehensive Plan designation.

City of Sedro-Woolley

The City’s Comprehensive Plan was adopted in 1997 and amended in 2003. This proposal is consistent with the City’s plan for accommodating future population and employment. Upon annexation there will be a zoning change from industrial to residential on at least one parcel.

Topography, Natural Boundaries and Drainage Basins

The area is within the Brickyard Creek drainage basin. The topography is mostly flat, and there are no streams on the property. Boundaries are roads on the east and south, roadway contiguous to city boundary to the north and city boundary along property lines to the west.

Proximity to Other Populated Areas

Bordered on two sides by the current city boundary and on a third side by State Route 20, the subject area is in close proximity to urban services and community facilities provided by the City of Sedro-Woolley. Upon annexation city library privileges will extend into the area.

Need for Municipal Services

Much of the area is currently being served by city sewer. Changes in services upon annexation will include availability of sewer service to residences which currently are not connected. City police will patrol the area on a regular basis, and city fire, building and sewer departments will be active in the area. Solid waste will be provided within the next ten years.

Skagit County PUD is the water purveyor and will continue to serve the area.

Probable Effect of Proposal on Cost and Adequacy of Services

Transportation

A major annexation concern of the City’s was the condition of the roads, which have not been upgraded recently and are in need of attention. Through an interlocal annexation agreement between the City and the County this issue, among others, has been addressed and a service agreement acceptable to both jurisdictions has been reached.

JANICKI ANNEXATION
(Approved with Modifications)

Sewer – Sewer lines are already in place along the length of the annexation area along both Highway 20 on the south and McGarigle Road on the north.

Water – The area is included in the adopted Water System Plan, and annexation is consistent with the plan. This annexation will not require increased water capacity or additional improvements.

Police Protection – The Sedro-Woolley Police will maintain patrol and response in the area. The record indicates no need for increased police officers.

Fire Protection – the City currently provides fire protection by contract with Skagit County Fire Protection District 8. Once the area is within the city’s boundary allocation of tax revenue will change accordingly. The Fire District expressed serious concerns regarding the boundaries of the original proposal, however the District “strongly supports” the annexation as modified to create logical service boundaries

OBJECTIVES

The decision of the Washington State Boundary Review Board for Skagit County tends to accomplish pertinent objectives specified in RCW 36.93.180. The particularly significant objectives in this proposal are as follows:

Preservation of Natural Neighborhoods and Communities

The entire land area between Fruitdale Road, McGarigle Road, State Highway 20 and the current city boundary constitutes a natural neighborhood by its proximity and location. The annexation proposal as originally submitted by the City left large holes in the boundaries on every side of this isolated land area. These areas, bounded by roads and city limits, could easily be defined as unincorporated “islands”. Modification of the original boundaries to include these areas preserves the natural community under a single jurisdiction.

This decision tends to accomplish the objective specified in RCW 36.93.180(1).

Use of Physical Boundaries, Including But Not Limited to Bodies of Water, Highways and Land Contours

The original proposal made use of property lines in several areas, creating the aforementioned holes in the boundaries. As modified, the proposal’s boundaries are made up entirely of roads, including all right-of-ways, on three sides. The entire west side, using property lines, is contiguous to the current city boundary.

This Decision tends to accomplish the objective specified in RCW 36.93.180(2)

Creation and Preservation of Logical Service Areas

The original annexation proposal would have created service boundaries for the City, County and the Fire

JANICKI ANNEXATION
(Approved with Modifications)

District that under no circumstances could have been considered to be “logical”. This is acknowledged by all three jurisdictions. As modified, logical service areas are created to meet the service needs of all affected jurisdictions.

This Decision tends to accomplish the objective specified in RCW 36.93.180(3)

Prevention of Abnormally Irregular Boundaries

By creating “holes” in the City’s new boundaries the original proposal created abnormally irregular boundaries. Modification by inclusion of these holes remedies that situation. Additionally, the arm of Fruitdale Road extending to the north has been included in the proposal as modified to include the entire road into one jurisdiction, preventing the potential service irregularity along the road.

This decision tends to accomplish the objective specified in RCW 36.93.180(4).

Incorporation as Cities or Towns or Annexation to Cities or Towns on Unincorporated Areas Which are Urban in Character

The subject area is within the City’s urban growth area. It contains a major industry and residential neighborhoods, and meets the definition of Urban in Character. The City will not extend additional services into this area without annexation. As modified, this annexation is a logical step into the City’s urban growth area, and will provide the basis for continuation of growth into the remaining urban growth area.

This decision tends to accomplish the objective specified in RCW 36.93.180(8)

Consistency with Growth Management Act

The annexation proposal within the urban growth area with irregular boundaries, as submitted, brought the City and the County together to discuss mutual concerns regarding growth within the area. The result is an interlocal agreement that identifies and meets the needs of both jurisdictions, works out a cost and revenue sharing agreement and creates a modified boundary that is agreed upon by all affected jurisdictions.

This decision tends to accomplish the objective specified in RCW 36.93.157.

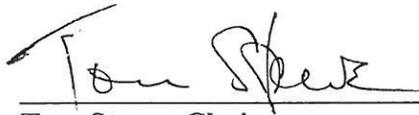
Having considered each of the provisions contained in RCW 36.93.170 and 36.93.180, it is the opinion of the Boundary Review Board that this annexation proposal is approved as modified by inclusion of additional property.

JANICKI ANNEXATION
(Approved with Modifications)

NOW, THEREFORE, BE IT RESOLVED BY THE WASHINGTON STATE BOUNDARY REVIEW BOARD FOR SKAGIT COUNTY THAT, for the above reasons, the action proposed in the Notice of Intention contained in said File No. 04-10 be, and the same is, hereby approved as modified.

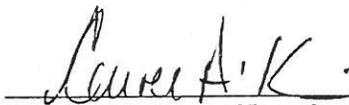
ADOPTED BY SAID WASHINGTON STATE BOUNDARY REVIEW BOARD FOR SKAGIT COUNTY by a vote of 3 in favor and 0 against this 7th day of December, 2004, and signed by me in authentication of its said adoption on said date.

WASHINGTON STATE BOUNDARY REVIEW BOARD
FOR SKAGIT COUNTY



Tom Stowe, Chair

FILED BY ME this 8th day of
December, 2004



Carole Korelin, Officer for the Board

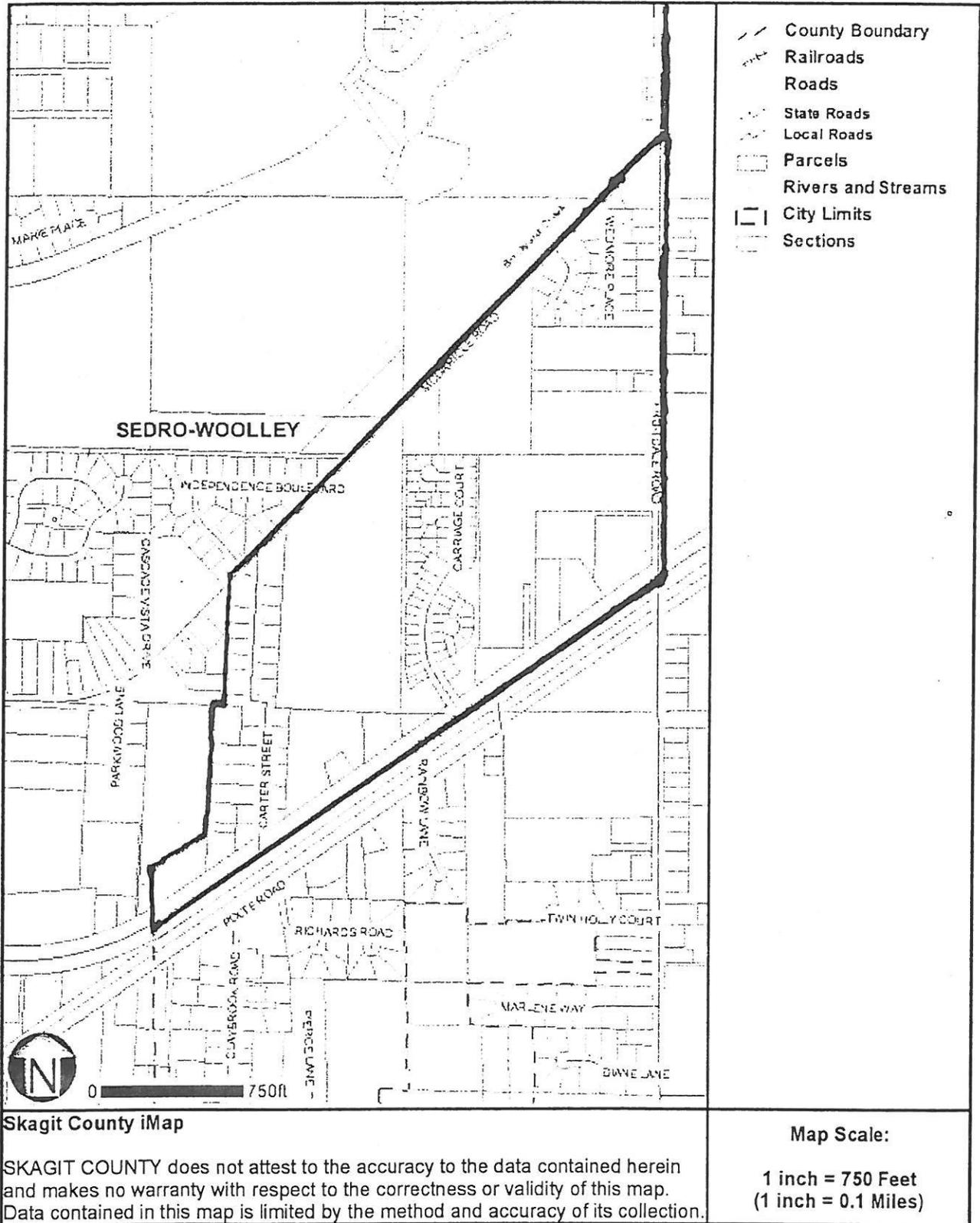
JANICKI ANNEXATION BOUNDARIES

Those portions of the Northeast $\frac{1}{4}$ and the South $\frac{1}{2}$ of Section 18 and the North $\frac{1}{2}$ of Section 19, all in township 35 North, Range 5 East W.M., more particularly described as follows:

Beginning at the point of intersection of the North line of State Highway 20 with the East line of Fruitdale Road, which point is in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ said Section 18; thence North along the East line of said Fruitdale Road to the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 18; thence West along said North line to the West line of said Fruitdale Road; thence South along said West line to the intersection with the Northerly line of McGarigle Road; thence Southwesterly along the Northerly line of McGarigle Road to the West line of the Plat of Knowltons First Addition as per plat recorded in Volume 7 of Plats, page 59, records of Skagit County, extended Northerly; thence southerly and adjacent to the Easterly City limits of the City of Sedro-Woolley along said West line and said West line extended to the North line of said Section 19; thence West along said North line to a point 1350 feet East of the Northwest corner of said Section 19; thence South 1 degree 20'00" West parallel with the West line of said subdivision and adjacent to the Easterly City limits of the City of Sedro-Woolley a distance of 673.55 feet; thence South 57 degrees 48'32" West a distance of 340.07 feet; thence Southerly and adjacent to the Easterly City limits of the City of Sedro-Woolley to the North line of State Highway 20; thence Northeasterly along said North line to the Point of Beginning.

Situate in the County of Skagit, State of Washington

City of Sedro-Woolley Annexation No. 04-10



Interlocal Agreement

COPY

SKAGIT COUNTY
Contract # C20040498

Page 1 of 12



200412140012
Skagit County Auditor

12/14/2004 Page 1 of 12 9:11AM

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

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

Reference Number : _____

Grantor(s): additional grantor names on page ____.
1. Skagit County
2.

Grantee(s): additional grantee names on page ____.
1. City of Sedro-Woolley
2.

Abbreviated legal description: full legal on page(s) ____.

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ____.

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

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

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

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

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

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

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

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

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

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



200412140012
Skagit County Auditor

12/14/2004 Page

2 of 12 9:11 AM

SKAGIT COUNTY
Contract # C20040498

Page 2 of 12

ORIGINAL

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

Section 3 - Land Use Plans and Development Regulations:

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

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

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

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

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

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

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



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

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

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

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

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

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

3.10 Land Use Permits.

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

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



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

3.11 Code Enforcement.

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

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

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

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

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

Section 6 - Joint Road Construction Projects:

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



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annexation by the Boundary Review Board are illustrated on the attached Exhibit A, and are listed as follows:

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

6.2 Joint Construction Projects.

- 6.2.1 The City and County agree that following annexation, they will jointly plan, design, and construct McGarigle Road and that portion of Fruitdale Road lying South of McGarigle Road to a design consistent with City urban design standards for a collector arterial and arterial road, respectively. (The improvements may be extended North to serve the Northern State complex by agreement of the parties.) The joint projects may include a turn lane at SR 20 and Fruitdale but shall not include signalization or work to SR 20. The projects shall include storm water facilities to the extent they are within the road ROW or serve storm water runoff from the roadway.
- 6.2.2 Each jurisdiction shall pay 50% of the cost of these joint projects. Any grants received for this work shall be applied to reduce each party's contribution by an equal dollar amount. The scheduling of this shall be dependant on the availability of funds. The parties agree that at this time, a ten (10) year window to complete this work appears reasonable.
- 6.2.3 The parties shall include these projects on their 6-Year TIPs and transportation capital facilities plans. The parties agree to develop a joint schedule of work to coincide with their availability of funds, so as to accomplish the projects within the ten (10) year window of this agreement, unless the time is extended by mutual agreement. The funding and construction schedules will be reduced to a written MOU as the project develops.

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



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

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

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

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

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

FOR THE COUNTY:

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

FOR THE CITY:

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

Section 11 - Dispute Resolution:

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



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

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

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

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

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

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

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

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

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

Section 18 - Addenda and Amendments:



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

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

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

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

Section 21 - Indemnification and Liability:

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

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

21.3 It is understood that this agreement is solely for the benefit of the parties hereto, and gives no right to any other party. No joint venture or partnership is formed as a result of this agreement. Each party hereto agrees to be responsible and to assume liability for its own acts and omissions, and those of its elected officials, officers, employees and agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party; and each



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

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

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

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

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

AGREED TO THIS 13th OF December, 2004

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon
Sharon D. Dillon, Mayor
City of Sedro-Woolley

Ted W. Anderson
Ted W. Anderson, Chairman

Don Munk
Don Munks, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt

ATTEST:

JoAnne Giesbrecht
JoAnne Giesbrecht, Clerk
Board of County Commissioners

ATTEST:

Patsy K. Nelson
Patsy Nelson, City Clerk
City of Sedro-Woolley



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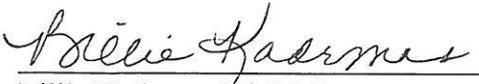
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APPROVED AS TO FORM:


Don L. Anderson, Chief Civil Deputy
Skagit County


Patrick Hayden, City Attorney
City of Sedro-Woolley

APPROVED AS TO INDEMNIFICATION


Billie Kadrmas, Risk Manager
Skagit County

APPROVED AS TO CONTENT:


Gary Christensen, Director
Skagit County Planning and Permit Center


Lacy Lahr, City Planner
City of Sedro-Woolley



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Annexation Boundaries

Legend

- Streets
- City limits
- UGA
- Annexation area
- Parcels



Exh. A

IMARIE

PRESID

PARKWOOD

POLTE

RICHARDS

MCGARIGLE

FRUITDALE

FRUITDALE

STATE ROUTE 20

STATE ROUTE 20



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NEW BUSINESS

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

To: Mayor Dillon and City Council

From: Patsy Nelson

Patsy

Date: 1/7/2005

Re: Refinancing of Public Safety Bonds

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

Background: As interest rates are at a historic low, staff have researched the feasibility of the City refinance the existing bonds on the Public Safety Building which will be a savings to the City taxpayers. As Seattle-Northwest Securities and Preston Gates Ellis handled the original bonds we consulted with them.

The attached ordinance was drafted by Nancy Neraas of Preston Gates Ellis in accordance with the information presented by and discussed with Lindsay Sovde of Seattle-Northwest Securities at the last Council Worksession. They will be present at the next Council meeting to answer any questions you may have.

Recommendation: Staff recommends that the City Council pass Ordinance No. ___ entitled: "An Ordinance of the City of Sedro-Woolley, Washington, authorizing the issuance and sale of unlimited tax general obligation refunding bonds of the City in the aggregate principal amount of not to exceed \$1,700,000 to refund certain outstanding unlimited tax general obligation bonds of the City; authorizing the appointment of an escrow agent and the execution of an escrow agreement; providing the form and terms of the refunding bonds; providing for the annual levy of taxes to pay the refunding bonds; and authorizing the Mayor to negotiate the final terms and sale of the Bonds."

ORDINANCE NO. _____

AN ORDINANCE of the City of Sedro-Woolley, Washington, authorizing the issuance and sale of unlimited tax general obligation refunding bonds of the City in the aggregate principal amount of not to exceed \$1,700,000 to refund certain outstanding unlimited tax general obligation bonds of the City; authorizing the appointment of an escrow agent and the execution of an escrow agreement; providing the form and terms of the refunding bonds; providing for the annual levy of taxes to pay the refunding bonds; and authorizing the Mayor to negotiate the final terms and sale of the Bonds.

WHEREAS, the City of Sedro-Woolley, Washington (the “City”) has outstanding its Unlimited Tax General Obligation Bonds, 1996, dated December 1, 1996, issued pursuant to Ordinance No. 1271-96, in the original principal amount of \$2,355,000 (the “1996 Bonds”), maturing in principal amounts and bearing interest as follows:

<u>Years (December 1)</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2005	\$ 100,000	6.25%
2006	105,000	6.25
2007	115,000	6.25
2008	125,000	6.25
2009	135,000	5.25
2010	145,000	5.35
2011	160,000	5.35
2012	170,000	5.45
2016	835,000	5.60

WHEREAS, the 1996 Bonds maturing on and after December 1, 2009 (the “Refunded Bonds”) are callable for redemption on December 1, 2006, in whole on any date or in part on any interest payment date, at a price of par plus accrued interest to the date of redemption; and

WHEREAS, after due consideration it appears to the City Council of the City that the Refunded Bonds may be refunded by the issuance and sale of the unlimited tax general

obligation refunding bonds of the City authorized herein to realize a savings to the City and its taxpayers; and

WHEREAS, in order to effect such refunding in the manner that will be most advantageous to the City and its taxpayers, it is hereby found necessary and advisable that an escrow agent be appointed and that certain obligations be purchased out of the proceeds of sale of the refunding bonds; and

WHEREAS, the City has received the offer from Seattle-Northwest Securities Corporation, Seattle, Washington to purchase the Bonds on the terms and conditions set forth herein; and

WHEREAS, the City Council wishes to delegate authority to the Mayor, for a limited time, to approve the interest rates, maturity dates, interest payment dates, and principal maturities under such terms and conditions as are approved by this ordinance;

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

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings:

Acquired Obligations means the Government Obligations acquired by the City pursuant to Section 7 and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds.

Bond Fund means the City of Sedro-Woolley Unlimited Tax General Obligation Bond Redemption Fund, 2005 created pursuant to Section 9.

Bond Insurance Commitment means the commitment(s) of the Bond Insurer, if any, to insure the Bonds or certain principal maturities thereof.

Bond Insurance Policy means the policy of municipal bond insurance, if any, delivered by the Bond Insurer at the time of issuance and delivery of the Bonds to be insured pursuant to the Bond Insurance Commitment.

Bond Register means the registration records for the Bonds maintained by the Bond Registrar.

Bond Registrar means the fiscal agency of the State of Washington in New York, New York, whose duties include registering and authenticating the Bonds, maintaining the Bond Register, transferring ownership of the Bonds, and paying the principal of and interest on the Bonds.

Bonds means the not to exceed \$1,700,000 principal amount of the City of Sedro-Woolley, Washington Unlimited Tax General Obligation Refunding Bonds, 2005 issued pursuant to this ordinance.

City means the City of Sedro-Woolley, Washington, a municipal corporation of the State of Washington.

Code means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department of the Internal Revenue Service, to the extent applicable to the Bonds.

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

DTC means The Depository Trust Company of New York, as depository for the Bonds, or any successor or substitute depository for the Bonds.

Escrow Agreement means the Escrow Deposit Agreement to be dated as of the date of closing and delivery of the Bonds substantially in the form on file with the City.

Escrow Agent means U.S. Bank National Association, Seattle, Washington.

Government Obligations means those obligations now or hereafter defined as such in chapter 39.53 RCW, as such chapter may be hereafter amended or restated.

Insurer means the municipal bond insurer(s), if any, that has committed to insure the Bonds or certain principal maturities thereof, pursuant to the Bond Insurance Commitment.

Letter of Representations means the blanket issuer letter of representations from the City to DTC.

1996 Bond Ordinance means Ordinance No. 1271-96 adopted by the City Council on November 12, 1996.

1996 Bonds means the City of Sedro-Woolley, Washington, Unlimited Tax General Obligation Bonds, 1996, dated December 1, 1996, issued pursuant to the 1996 Bond Ordinance.

Purchase Contract means the bond purchase contract between the City and the Underwriter provided for in Section 12 of this ordinance.

Refunded Bonds means the 1996 Bonds maturing on and after December 1, 2009.

Refunding Account means the account of that name established pursuant to Section 7.

Registered Owner means the person named as the registered owner of a Bond in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC shall be deemed to be the sole Registered Owner.

Rule means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934.

Treasurer means the Clerk-Treasurer of the City, or any successor to the functions of the Treasurer.

Underwriter means Seattle-Northwest Securities Corporation, Seattle, Washington.

Section 2. Authorization of Bonds. For the purpose of refunding the Refunded Bonds to effect a substantial savings to the City and its taxpayers, the City shall issue its unlimited tax general obligation refunding bonds in the aggregate principal amount of not to exceed \$1,700,000. The Bonds shall be general obligations of the City, shall be designated the “City of Sedro-Woolley, Washington Unlimited Tax General Obligation Refunding Bonds, 2005”; shall be dated as of February 1, 2005 (or such other date as may be established pursuant to the provisions of Section 12 of this ordinance); shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, provided that no Bond shall represent more than one maturity; shall be numbered separately in the manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall bear interest from their date at the following per annum rates, payable on June 1, 2005, and semiannually thereafter on the first days of each succeeding December and June. The Bonds shall bear interest at the rates and mature on the dates in the years and amounts to be established pursuant to the provisions of Section 12 of this ordinance. Interest on the Bonds shall be calculated based on a 360-day year of (12 30-day months).

Section 3. Registration, Exchange and Payments.

(a) *Registrar/Bond Register.* The City hereby adopts the system of registration approved by the Washington State Finance Committee, which utilizes the fiscal agency of the State of Washington in New York, New York, as registrar, authenticating agent, paying agent and transfer agent (the “Bond Registrar”). The Bond Registrar shall keep, or cause

to be kept, at its principal corporate trust office, sufficient records for the registration and transfer of the Bonds (the “Bond Register”), which shall be open to inspection by the City. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar’s powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar may deem and treat the Registered Owner of each Bond as the absolute owner for all purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 3(h) hereof, but such registration may be transferred as herein provided. All such payments made as described in Section 3(h) shall be valid and shall satisfy the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letter of Representations.* The Bonds shall initially be held in fully immobilized form by DTC acting as depository. To induce DTC to accept the Bonds as eligible for deposit at DTC, the City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Letter of Representations”).

Neither the City nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Bonds for the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice that is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC), the

selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Bonds, or any consent given or other action taken by DTC as the Registered Owner. For so long as any Bonds are held in fully immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes, and all references in this ordinance to the Registered Owners shall mean DTC or its nominee and shall not mean the owners of any beneficial interest in any Bonds.

(d) *Use of Depository.*

(i) The Bonds shall be registered initially in the name of CEDE & Co., as nominee of DTC, with a single Bond for each maturity in a denomination equal to the total principal amount of such maturity. Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the City pursuant to subsection (ii) below or such substitute depository's successor; or (C) to any person as provided in subsection (iv) below.

(ii) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the City to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the City may appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(iii) In the case of any transfer pursuant to clause (A) or (B) of subsection (i) above, the Bond Registrar shall, upon receipt of all outstanding Bonds, together

with a written request on behalf of the City, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or substitute depository, or its nominee, all as specified in such written request of the City.

(iv) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the City determines that it is in the best interest of the beneficial owners of the Bonds that the Bonds be provided in certificated form, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The City shall deliver a written request to the Bond Registrar, together with a supply of definitive Bonds in certificated form, to issue Bonds in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds, together with a written request on behalf of the City to the Bond Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are provided in such written request.

(e) *Transfer or Exchange of Registered Ownership; Change in Denominations.* The registered ownership of any Bond may be transferred or exchanged, but no transfer of any Bond shall be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner

the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and canceled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to transfer or exchange any Bond during a period beginning at the opening of business on the 15th day of the month next preceding any interest payment date and ending at the close of business on such interest payment date, or, in the case of any proposed redemption of the Bonds, after the mailing of notice of the call of such Bonds for redemption.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners of the Bonds.

(g) *Registration Covenant.* The City covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

(h) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. For so long as all Bonds are in fully immobilized form, payments of principal and interest shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer in fully immobilized form, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding

the interest payment date, and principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar; provided, however, that if so requested in writing by the Registered Owner of at least \$1,000,000 principal amount of Bonds, interest will be paid by wire transfer on the date due to an account with a bank located within the United States.

Section 4. Redemption Prior to Maturity and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to optional redemption on terms to be established pursuant to Section 12 of this ordinance. If less than a whole of a maturity is called for redemption, the Bonds to be redeemed shall be chosen by lot in integral multiples of \$5,000 by the Bond Registrar or, so long as the Bonds are registered in the name of CEDE & Co. or its registered assign, by DTC.

(b) *Mandatory Redemption.* The Bonds may also be subject to mandatory redemption in accordance with the terms of the Purchase Contract to be established pursuant to the provisions of Section 12 of this ordinance.

(c) *Partial Redemption.* If less than all of the principal amount of any Bond is redeemed, upon surrender of such Bond at the principal office of the Bond Registrar, there shall be issued to the registered owner, without charge, for the then unredeemed balance of the principal amount, a new Bond or Bonds, at the option of the registered owner, of like maturity and interest rate in any authorized denomination.

(d) *Notice of Redemption.* Written notice of any redemption of Bonds shall be given by the Bond Registrar on behalf of the City by first class mail, postage prepaid, not less than 30 days nor more than 60 days before the redemption date to the registered owners of Bonds that are to be redeemed at their last addresses shown on the Bond Register. So long as the Bonds

are in book-entry form, notice of redemption shall be given as provided in the Letter of Representations. The Bond Registrar shall provide additional notice of redemption (at least 30 days) to each NRMSIR and SID, if any, in accordance with Section 11.

The requirements of this section shall be deemed complied with when notice is mailed, whether or not it is actually received by the owner.

Each notice of redemption shall contain the following information: (1) the redemption date, (2) the redemption price, (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the principal amounts) of the Bonds to be redeemed, (4) that on the redemption date the redemption price will become due and payable upon each Bond or portion called for redemption, and that interest shall cease to accrue from the redemption date, (5) that the Bonds are to be surrendered for payment at the principal office of the Bond Registrar, (6) the CUSIP numbers of all Bonds being redeemed, (7) the dated date of the Bonds, (8) the rate of interest for each Bond being redeemed, (9) the date of the notice, and (10) any other information needed to identify the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(e) *Effect of Redemption.* Unless the City has revoked a notice of redemption, the City shall transfer to the Bond Registrar amounts that, in addition to other money, if any, held by the Bond Registrar, will be sufficient to redeem, on the redemption date, all the Bonds to be redeemed. From the redemption date interest on each Bond to be redeemed shall cease to accrue.

(f) *Amendment of Notice Provisions.* The foregoing notice provisions of this section, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

(g) *Purchase on Open Market.* The City reserves the right to purchase any of the Bonds offered to the City at any price deemed reasonable by the City at any time.

Section 5. Form of Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. _____

\$ _____

STATE OF WASHINGTON

CITY OF SEDRO-WOOLLEY, WASHINGTON

UNLIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2005

INTEREST RATE: % Maturity DATE: CUSIP NO.:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Sedro-Woolley, Washington, a municipal corporation organized and existing under the laws and Constitution of the State of Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount specified above, unless redeemed prior thereto as provided herein, together with interest on such Principal Amount from the date hereof or the most recent date to which interest has been paid or duly provided for at the Interest Rate set forth above payable June 1, 2005, and semiannually thereafter on each December 1 and June 1 until payment of the principal sum has been made or duly provided for. Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Blanket Issuer Letter of Representations from the City to The Depository Trust Company. In the event that the bonds of this issue are no longer held in fully immobilized form, interest on this bond shall be paid by check or draft

mailed to the Registered Owner at the address appearing on the Bond Register on the 15th day of the month preceding the interest payment date, and principal of this bond shall be payable upon presentation and surrender of this bond by the Registered Owner at the principal office of the fiscal agency of the State of Washington in New York, New York (collectively the "Bond Registrar"); provided, however, that if so requested in writing by the Registered Owner of at least \$1,000,000 principal amount of bonds, interest will be paid by wire transfer on the date due to an account with a bank located within the United States.

This bond is one of an issue of unlimited tax general obligation bonds of the City of like date and tenor, except as to number, interest rate and date of maturity, in the aggregate principal amount of \$_____, issued pursuant to Ordinance No. _____ of the City, passed January 12, 2005 (the "Bond Ordinance"), to refund the City's callable Unlimited Tax General Obligation Bonds, 1996, and pay costs of issuance.

The Bonds are subject to optional [and mandatory] redemption as provided in the Bond Ordinance.

The City has designated the bonds of this issue as "qualified tax-exempt obligations" for purchase by financial institutions.

The City has irrevocably covenanted that it will make annual levies of taxes without limitation as to rate or amount upon all the property subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The pledge of tax levies for payment of principal of and interest on the bonds may be discharged prior to maturity of the bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

The bonds of this issue are issued in fully registered form in the denomination of \$5,000 each or any integral multiple thereof, provided that no bond shall represent more than one maturity. Upon surrender to the Bond Registrar, bonds are interchangeable for bonds in any authorized denomination of an equal aggregate principal amount and of the same interest rate and maturity. This bond is transferable only on the records maintained by the Bond Registrar for that purpose upon the surrender of this bond by the registered owner hereof or his/her duly authorized agent and only if endorsed in the manner provided hereon, and thereupon a new fully registered bond of like principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor. Such exchange or transfer shall be without cost to the registered owner or transferee. The City may deem the person in whose name this bond is registered to be the absolute owner hereof for the purpose of receiving payment of the principal of and interest on this bond and for any and all other purposes whatsoever.

Reference is made to the Bond Ordinance as more fully describing the covenants with and the rights of Registered Owners of the bonds or registered assigns and the meanings of capitalized terms appearing on this bond which are defined in such ordinance.

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

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

IN WITNESS WHEREOF, the City of Sedro-Woolley, Washington, has caused this bond to be signed on behalf of the City with the manual or facsimile signature of the Mayor and to be attested by the manual or facsimile signature of the Clerk of the City, as of this 1st day of February, 2005.

CITY OF SEDRO-WOOLLEY,
WASHINGTON

By /s/ manual or facsimile
Mayor

ATTEST:

 /s/ manual or facsimile
City Clerk

[SEAL]

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date: _____

This bond is one of the Unlimited Tax General Obligation Refunding Bonds, 2005 of the City of Sedro-Woolley, Washington, dated February 1, 2005, described in the Bond Ordinance.

WASHINGTON STATE FISCAL
AGENCY, as Bond Registrar

By _____

Section 6. Execution of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk, and shall have the seal of the City impressed or imprinted thereon.

Only Bonds that bear a Certificate of Authentication in the form set forth in Section 5, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered and are entitled to the benefits of this ordinance.

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

Section 7. Refunding Plan and Procedures .

(a) *Refunding Plan.* For the purpose of realizing a debt service savings and benefiting the taxpayers of the City, the Council proposes to issue refunding bonds for the purpose of providing for the payment of the principal of and interest on and the redemption price of the Refunded Bonds on December 1, 2006 (the “Refunding Plan”).

(b) *Refunding Account.* There is hereby authorized to be created in the City of Sedro-Woolley Unlimited Tax General Obligation Bond Redemption Fund, 2005, an account known as the “Refunding Account,” which account is to be drawn upon for the sole purpose of paying the principal of and interest on the Refunded Bonds until their date of redemption and of paying costs related to the refunding of the Refunded Bonds.

The proceeds of sale of the Bonds (exclusive of accrued interest thereon, which shall be paid into the Bond Fund and used to pay interest on the Bonds on June 1, 2005) shall be credited to the Refunding Account.

Money in the Refunding Account shall be used immediately upon receipt to defease the Refunded Bonds as authorized by the 1996 Bond Ordinance and to pay costs of issuance. The City shall defease the Refunded Bonds and discharge such obligations by the use of money in the Refunding Account to purchase certain Government Obligations (which obligations so purchased, are herein called “Acquired Obligations”), bearing such interest and maturing as to principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of:

(a) interest on the Refunded Bonds due and payable through and including December 1, 2006; and

(b) the redemption price of the Refunded Bonds (100% of the principal amount thereof) on December 1, 2006.

Such Acquired Obligations shall be purchased at a yield not greater than the yield permitted by the Code and regulations relating to acquired obligations in connection with refunding bond issues.

(c) *Escrow Agent/Escrow Agreement.* To carry out the advance refunding and defeasance of the Refunded Bonds, the Treasurer is hereby authorized to appoint as escrow agent a bank or trust company qualified by law to perform the duties described herein (the “Escrow Agent”). A beginning cash balance, if any, and Acquired Obligations shall be deposited irrevocably with the Escrow Agent in an amount sufficient to defease the Refunded Bonds. The proceeds of the Bonds remaining in the Refunding Account after acquisition of the Acquired Obligations and provision for the necessary beginning cash balance shall be utilized to pay expenses of the acquisition and safekeeping of the Acquired Obligations and expenses of the issuance of the Bonds.

In order to carry out the purposes of this section, the Treasurer is authorized and directed to execute and deliver to the Escrow Agent, the Escrow Agreement.

(d) *Implementation of Refunding Plan.* The City hereby irrevocably sets aside sufficient funds out of the purchase of Acquired Obligations from proceeds of the Refunded Bonds to make the payments described in subsection (a) of this Section.

The City hereby irrevocably calls the Refunded Bonds for redemption on December 1, 2006 in accordance with the provisions of Section 5 of the 1996 Bond Ordinance, authorizing the redemption and retirement of the Refunded Bonds prior to their fixed maturities. Said defeasance and call for redemption of the Refunded Bonds shall be irrevocable after the final establishment of the escrow account and delivery of the Acquired Obligations to the Escrow Agent.

The Escrow Agent is hereby authorized and directed to provide for the giving of notices of the redemption of the Refunded Bonds in accordance with the applicable provisions of the 1996 Bond Ordinance. The Treasurer is authorized and requested to provide whatever assistance

is necessary to accomplish such redemption and the giving of notices therefor. The costs of publication of such notices shall be an expense of the City.

The Escrow Agent is hereby authorized and directed to pay to the Treasurer, or, at the direction of the Treasurer, to the fiscal agency or agencies of the State of Washington, sums sufficient to pay, when due, the payments specified in of subsection (a). All such sums shall be paid from the money and Acquired Obligations deposited with said Escrow Agent pursuant to this ordinance, and the income therefrom and proceeds thereof. All such sums so paid to the Treasurer shall be credited to the Refunding Account. All money and Acquired Obligations deposited with the bank and any income therefrom shall be held, invested (but only at the direction of the Treasurer) and applied in accordance with the provisions of this ordinance and with the laws of the State of Washington for the benefit of the City and owners of the Refunded Bonds.

The City will take such actions as are found necessary to ensure that all proper fees, compensation and expenses of the Escrow Agent for the Refunded Bonds shall be paid when due.

Section 8. Tax Covenants. The City covenants to undertake all actions required to maintain the tax-exempt status of interest on the Bonds under Section 103 of the Code as set forth in the arbitrage and tax certification that will be executed at the closing of the Bonds.

The City hereby designates the Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Code for banks, thrift institutions and other financial institutions.

Section 9. Bond Fund; Tax Levy Payments. The Treasurer is hereby authorized and directed to create a fund to be used for the payment of debt service on the Bonds, to be designated as the “Unlimited Tax General Obligation Refunding Bond Fund, 2005” (the “Bond

Fund”). The City hereby irrevocably covenants that, unless the principal of and interest on the Bonds are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount and in amounts sufficient to pay such principal and interest as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

Section 10. Bonds Deemed to Be No Longer Outstanding. In the event that the City, in order to effect the payment, retirement or redemption of any Bond, sets aside in the Bond Fund or in another special account, held in trust by a trustee, cash or noncallable government obligations, as such obligations are now or hereafter defined in RCW 39.53, or any combination of cash and/or noncallable government obligations, in amounts and maturities which, together with the known earned income therefrom, are sufficient to redeem or pay and retire such Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such cash and/or noncallable government obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on such Bond. The owner of a Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from such special account, and such Bond shall be deemed to be not outstanding under this ordinance.

The City shall provide, or cause to be provided, written notice of defeasance to the owners of all Bonds so provided for within 30 days of the closing date and to the SID, if any, and to each NRMSIR or to the MSRB in accordance with Section 11.

Section 11. Undertaking to Provide Ongoing Disclosure

(a) *Contract/Undertaking.* This section constitutes the City's written undertaking for the benefit of the owners of the Bonds as required by Section (b)(5) of the Rule. The City is an obligated person with respect to less than \$10,000,000 of municipal securities, including the Bonds.

(b) *Financial Statements/Operating Data.* The City agrees to provide or cause to be provided to each person upon request or to the SID, if any, a copy of its latest publicly available annual financial statements prepared in accordance with the Budget Accounting and Reporting System prescribed by the Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute). Such annual statements shall be available upon request to the office of the City Treasurer, the current address for whom is 720 Murdock Street, Sedro-Woolley, WA 98284; telephone number: (360) 855-1661.

(c) *Material Events.* The City agrees to provide or cause to be provided, in a timely manner, to the SID, if any, and to each NRMSIR or to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, if material:

- Principal and interest payment delinquencies;
- Non-payment related defaults;
- Unscheduled draws on debt service reserves reflecting financial difficulties;
- Unscheduled draws on credit enhancements reflecting financial difficulties;
- Substitution of credit or liquidity providers, or their failure to perform;

- Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- Modifications to the rights of Bond owners;
- Bond calls (optional, contingent or unscheduled Bond calls other than scheduled sinking fund redemptions for which notice is given pursuant to Exchange Act Release 34-238560);
- Defeasances;
- Release, substitution or sale of property, securing repayment of the Bonds; and
- Rating changes.

Solely for purposes of disclosure, and not intending to modify this undertaking, the City advises that no credit enhancements, debt service reserves or property secure payment of the Bonds.

(d) *Termination/Modification.* The City's obligations to provide notices of material events shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Any provision of this section shall be null and void if the City (1) obtains an opinion of nationally recognized bond counsel to the effect that the portion of the Rule that requires that provision is invalid, has been repealed retroactively or otherwise does not apply to the Bonds and (2) notifies each NRMSIR and the SID, if any, of such opinion and the cancellation of this section. The City may amend this section with an approving opinion of nationally recognized bond counsel in accordance with the Rule.

(e) *Bond Owner's Remedies Under This Section.* The right of any bondowner or beneficial owner of Bonds to enforce the provisions of this section shall be limited to a right

to obtain specific enforcement of the City's obligations under this section, and any failure by the City to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds. For purposes of this section, "beneficial owner" means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

Section 12. Sale of Bonds; Approval of Official Statement.

(a) *Bond Sale.* The Bonds shall be sold by negotiated sale to the Underwriter pursuant to the terms of the Purchase Contract. The Mayor is hereby authorized to negotiate the terms for the purchase of the Bonds and execute the Purchase Contract, with such terms as are approved by her pursuant to this section and consistent with this ordinance. The Underwriter has advised the City Council that market conditions are fluctuating and, as a result, the most favorable market conditions for sale of the Bonds may occur on a day other than a regularly scheduled meeting date of the City Council. The City Council has determined that it would be in the best interest of the City to delegate to the Mayor, for a limited time the authority to approve final terms of the Bonds including the date and the delivery date, interest rates, aggregate principal amount and maturity schedule, redemption provisions and provisions for insurance. The Mayor shall take into account those factors which, in her judgment, will result in the highest present value savings; provided however, that the present value savings shall not be less than 5.5% .

The Mayor is hereby authorized to execute a Purchase Contract for the Bonds upon her approval of the final terms of the Bonds. The authority given to the Mayor by this section shall expire 60 days from the effective date of this ordinance.

(b) *Delivery of Bonds; Documentation.* The proper officials of the City are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bonds to the Underwriter at such sale and for the proper application and use of the proceeds of sale thereof. If the Purchase Contract includes provisions for obtaining a Bond Insurance Policy for any of the Bonds, the City Council hereby authorizes and directs the Mayor to execute the Bond Insurance Commitment and to cooperate with the Insurer in preparing such additional agreements, certificates, and other documentation on behalf of the City as shall be necessary or advisable in providing for the Bond Insurance Policy.

(c) *Preliminary and Final Official Statements.* The City approves the preliminary official statement, and authorizes the Underwriter's distribution of the preliminary official statement in connection with the offering of the Bonds. Pursuant to the Rule, the City deems the preliminary official statement final as of its date except for the omission of information dependent upon the pricing of the Bonds and the completion of the Purchase Contract. The City agrees to deliver or cause to be delivered to the Underwriter, within seven business days from the date of the sale of the Bonds and in sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, copies of a final official statement in sufficient quantity to comply with paragraph (b)(4) of the Rule and the rules of the MSRB. The City authorizes the Underwriter to use the official statement, substantially in the form of the preliminary official statement, in connection with the sale of the Bonds. The Mayor or Treasurer are hereby authorized to review and approve on behalf of the City the final Official Statement relative to the Bonds with such additions and changes as may be deemed necessary or advisable to them.

Section 13. Bond Insurance. The payments of the principal of and interest on one or more principal maturities of the Bonds may be insured by the issuance of the Bond Insurance Policy. The Mayor, with the assistance of the Underwriter, shall solicit proposals from municipal bond insurance companies, and the Mayor is hereby authorized to review such proposals and may select the proposal that is deemed to be the most cost effective and further to execute the Bond Insurance Commitment with the Bond Insurer, which may include such covenants and conditions as shall be approved by the Mayor.

Section 14. Lost, Stolen or Destroyed Bonds. If any Bonds are lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like amount, maturity and tenor to the Registered Owner upon the owner paying the expenses and charges of the Bond Registrar and the City in connection with preparation and authentication of the replacement Bond or Bonds and upon his or her filing with the Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of his or her ownership, and upon furnishing the City and the Bond Registrar with indemnity satisfactory to both.

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

Section 16. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or

agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds.

Section 17. Effective Date. This ordinance shall take effect five days after its passage and publication in the manner provided by law.

ADOPTED by the City Council of the City of Sedro-Woolley, Washington, at a regular meeting thereof held this 12th day of January, 2005.

CITY OF SEDRO-WOOLLEY,
WASHINGTON

Mayor

ATTEST:

City Clerk

CERTIFICATE

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

1. That the attached Ordinance is a true and correct copy of Ordinance No. _____ of the City Council (the "Ordinance"), duly adopted at a regular meeting thereof held on the 12th day of January, 2005.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of January, 2005.

City Clerk

CITY OF SEDRO-WOOLLEY, WASHINGTON
UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2005

ORDINANCE NO. _____

AN ORDINANCE of the City of Sedro-Woolley, Washington, authorizing the issuance and sale of unlimited tax general obligation refunding bonds of the City in the aggregate principal amount of not to exceed \$1,700,000 to refund certain outstanding unlimited tax general obligation bonds of the City; authorizing the appointment of an escrow agent and the execution of an escrow agreement; providing the form and terms of the refunding bonds; providing for the annual levy of taxes to pay the refunding bonds; and authorizing the Mayor to negotiate the final terms of the sale of the Bonds.

APPROVED ON JANUARY 12, 2005

PREPARED BY:

PRESTON GATES & ELLIS LLP
Seattle, Washington

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* This Table of Contents is provided for convenience only and is not a part of this ordinance.

CITY OF SEDRO-WOOLLEY

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-1661

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

To: Mayor Dillon and City Council

From: Patrick Hayden

Date: 1/6/2005

Re: Utility Tax Ordinance

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

I. Issue No. 1: Should the City extend the 2% tax on solid waste services to cover the solid waste related services provided by Waste Management within the corporate limits of the City?

II. Issue No. 2: Should the City extend the 6% telephone tax now imposed on land line phones to cover cell phones inside the corporate limits of the City

III. Background:

Purpose. The City currently imposes utility tax by a dated ordinance on telephone, TV cable, natural gas, electricity, and City sewer and garbage services. This ordinance has been in effect for some time, and does not extend to cell phones, nor to the solid waste services provided by Waste Management for areas recently annexed by the City. At the time I was asked to draft this ordinance, it appeared to be inequitable to impose a 6% tax on *land-line* phone users but not to impose the same tax on *cell phone* users. Similarly, it appears unfair for users of the *City* solid waste service pay a 2% tax on their bills, while users of *Waste Management* in the newly annexed areas of the City do not pay this tax on their solid waste bills. The sole motivation for this ordinance is to impose the same rate of taxation of these now exempt users as other people pay.

New Model Ordinance. Utility taxes are complex, and different state laws govern the taxation of different utilities. There is a recent "industry standard" utility tax ordinance, adopted by many cities, which covers several utilities (such as electricity, telephone, gas, sewer, etc.) and conforms to a variety of state laws regarding notice to utilities of the change, effective date of the tax, etc. (For the most part, they are imposed as B & O taxes on the businesses, even though they look like excise taxes to be passed on to the consumer.) The model ordinance was used as a basis for this proposed ordinance. It provides for complex definitions for cell phone services, for the apportionment of payments collected from calls which crossed multiple jurisdictions within and without the state, and for other issues inherent in utility taxation.

I am not an expert on utility taxes, but I am pretty comfortable using the (*de facto*) model ordinance. It would create a new chapter, SWMC Ch. 5.06 (utility taxes), in our code, and would transfer the utility taxes for telephone, sewer and garbage from SWMC Ch. 5.04 to this new chapter. At a later

date it would be appropriate to also move the other utility taxes to this new chapter. However, it would be good to get this chapter up and running first. It has a little different administrative perspective than our current code provides, and I would like to see how it functions, as a practical matter, before moving other sections into the new chapter, should the Council pass it.

The AWC Tax and User Fee Survey (attached) reports the following cell phone and solid waste taxes:

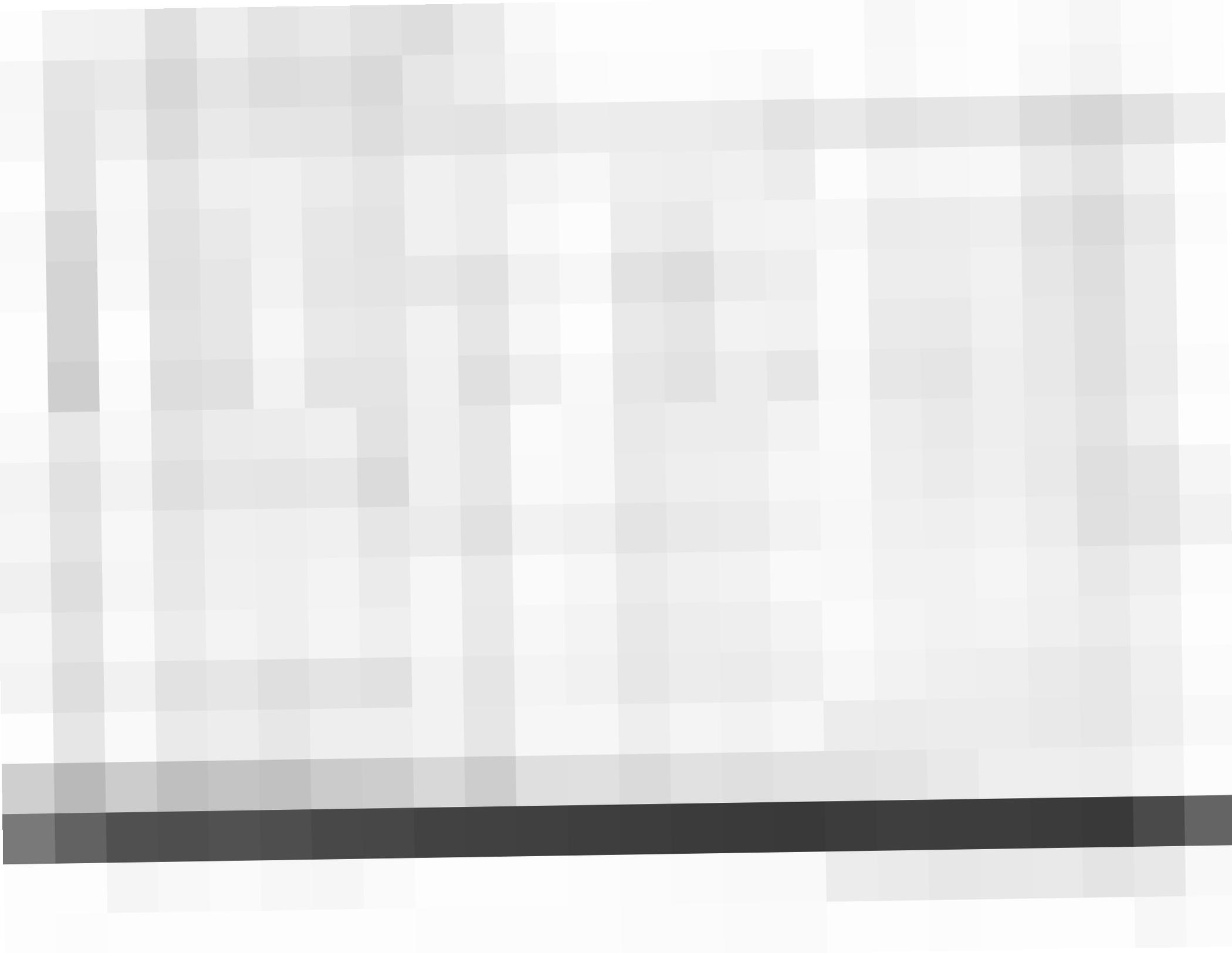
<u>Cell phone tax</u>	<u>Solid Waste Tax / Franchise Fee*</u>	
Anacortes 6%	7%	
Burlington 6% (telephone 3%)		8%
LaConner 6%	3%	
Mount Vernon 6%	7%	
Sedro-Woolley 0%	2% (City customers only)	
<u>State-wide average</u>	<u>State-wide average</u>	
5.89% for cellular tax.	7.71%	/ 5.02%

* In general terms, a franchise fee is a fee charged to a third-party vendor for the privilege to perform utility services on public streets. There is no practical difference in this case.

At the request of the City Council, please find attached two versions of the proposed ordinance – one with only the solid waste tax, and one with both the cell phone and solid waste tax, so you can compare apples to apples (changes are noted in the ordinance which excludes the cell phone tax as ~~deletions~~ and additions). For convenience, the proposed ordinance moves the sanitary sewer tax to the proposed new utility tax chapter, since they are both billed together by the City, but does not modify the tax rate.

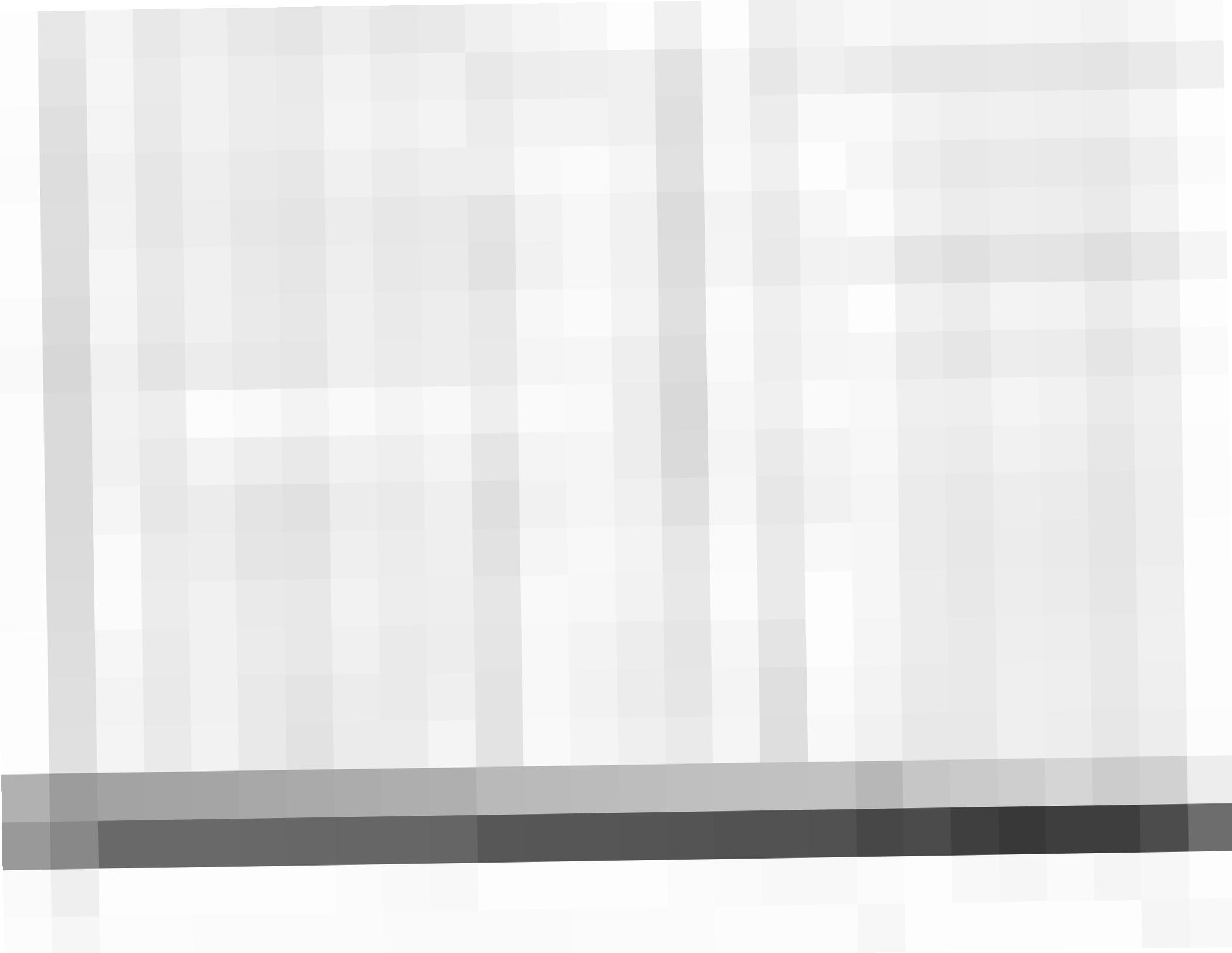
III. Recommended Action: That the City Council (a) extend the 6% telephone tax to include cell phone services, and (b) extend the 2% solid waste tax to include Waste Management, by adoption of the accompanying ordinance entitled: AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AND MODIFYING THE UTILITY TAX ON SOLID WASTE COLLECTION SERVICES, SANITARY SEWER AND TELEPHONE SERVICES WITHIN SEDRO-WOOLLEY AND PROCEDURES FOR THE IMPLEMENTATION THEREOF AND PROVIDING FOR CIVIL AND CRIMINAL PENALTIES

AWC Survey













Alternative A:

2% Cell Phone tax and 6% Solid Waste Tax
on WM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AND MODIFYING THE UTILITY TAX ON SOLID WASTE COLLECTION SERVICES, SANITARY SEWER AND TELEPHONE SERVICES WITHIN SEDRO-WOOLLEY AND PROCEDURES FOR THE IMPLEMENTATION THEREOF AND PROVIDING FOR CIVIL AND CRIMINAL PENALTIES

WHEREAS, RCW 35A.82.020 authorizes the City of Sedro-Woolley to license for revenue;

WHEREAS, the City Council of the City of Sedro-Woolley (the "City"), finds in order to provide revenues for the City of Sedro-Woolley a utility tax on telephone utilities and solid waste collection services should be levied pursuant to the City of Sedro-Woolley's authority to license for revenue;

WHEREAS, this utility tax is also imposed for the privilege of providing utilities within Sedro-Woolley pursuant to RCW 35.21.870; and

WHEREAS, the City of Sedro-Woolley desires to provide for a referendum procedure to apply to this ordinance pursuant to RCW 35.21.706; now therefore:

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. A new Section SWMC 5.06.010 is added to the Sedro-Woolley Municipal Code, as follows:

Definitions. Unless the context clearly indicates otherwise, the words phrases and terms used in this ordinance shall have the following meanings:

A. "Cellular telephone service" means a two-way voice and data telephone/telecommunications system based in whole or substantially in part on wireless radio communications which is not subject to regulation by the Washington State Utilities and Transportation Commission (WUTC). This includes cellular mobile service. The definition of cellular mobile service includes other wireless radio communications services such as specialized mobile radio (SMR), personal communications services (PCS), and any other evolving wireless radio communications technology which accomplishes a purpose similar to cellular mobile service. Cellular telephone service is included within the definition of "telephone business" for the purposes of this Ordinance.

B. "City Clerk" means the City Clerk of Sedro-Woolley and his or her designees or agents.

C. "Competitive telephone service" means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made.

D. "Gross Income" means the value proceeding or accruing from the sale of tangible property or service, and receipts (including all sums earned or charged, whether received or not) by reason of investment of capital in the business engaged in (including rentals, royalties, interest and other emoluments however designated excluding receipts or proceeds from the sale or use of real property or any interest therein and the proceeds from the sale of notes, bonds, mortgages, or other evidences of indebtedness, or stocks and the like and without any deduction on account of the cost of the property sold, cost of materials used, labor costs, interest or discount paid, or any expenses whatsoever, and without any deduction on account of losses. Further deductions and exceptions from gross income upon which the fee or tax described in this ordinance is computed are set forth in Section 7.

E. "Person or persons" means persons of either sex, firms, copartnerships, corporations, limited liability companies, and other associations, whether acting by themselves or through servants, agents or employees, and shall include the City of Sedro-Woolley for purposes of imposition and collection of this tax.

F. "Taxpayer" means any person liable for the license fee or tax imposed by this ordinance.

G. "Tax year or taxable year" means (1) the year commencing January 1st and ending on December 31st, of such year, or (2) the taxpayer's fiscal year when permission is obtained from the City Clerk to use that period as the tax year, or (3) the year commencing December 15th and ending on December 14th of the following calendar year when permission is obtained from the City Clerk to use that period as the tax year.

H. "Telephone business" means the business of providing access to a local telephone network, local telephone network switching service, toll service or coin telephone services or providing telephonic, video, data or similar communication or transmission for hire, via a local telephone network, toll line or channel cable, microwave, or similar communication or transmission system. The term includes cooperative or farmer line telephone companies or associations operating an exchange. Telephone business also includes cellular telephone service. Telephone business does not include the providing of competitive telephone service, the providing of cable television service, nor the providing of broadcast services by radio and television stations.

Section 2. A new Section SWMC 5.06.020 is added to the Sedro-Woolley Municipal Code, as follows:

Utility Tax Levied - Rate. Utility Tax Levied - Rate. On and after April 1, 2005, there is levied on and shall be collected from every person a tax for the act or privilege of engaging in certain business activities, measured by the application of the respective rates against gross income as follows:

A. Telephone Business. Upon every person engaged in or carrying on any telephone business (including cellular telephone service) within the City of Sedro-Woolley a fee or tax equal to six percent (6%) of the total gross income from such business in the City of Sedro-Woolley. Tax liability imposed under this Section shall not apply to that portion of

gross income derived from charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges, or carrier access charges relating to intrastate toll telephone services, or for access to, or charges for, interstate services, or charges for network telephone service that is purchased for the purpose of resale.

B. Solid Waste. Upon every person engaged in or carrying on the business of collecting solid waste, recyclable materials or yard waste, a tax equal to two percent (2%) of the total gross income from such business in the City of Sedro-Woolley, but not including income from the sale of recyclable materials or yard waste.

C. Sewer System. Upon every person engaged in or carrying on the business of operating a sanitary sewer system, a tax equal to two percent (2%) of the total gross income from such business in the City of Sedro-Woolley.

Section 3. A new Section SWMC 5.06.030 is added to the Sedro-Woolley Municipal Code, as follows:

License Requirement. Any person subject to taxation under the provisions of this ordinance is required to obtain an occupation license from the City of Sedro-Woolley. On and after April 1, 2005, no person subject to payment of the tax herein shall engage in any business, occupation, or activity in the City of Sedro-Woolley without first obtaining and holding a valid license so to do, which license shall be known as an "occupation license" for which the applicant will pay no charge. Such "occupation license shall expire at the end of the calendar year in which it is issued and a new license shall be required for each calendar year, unless the taxpayer is transacting business on a fiscal year with the prior consent of the City Clerk, obtains an occupation license for the period of its current fiscal year which shall be deemed the tax year for such taxpayer. In such case, the occupation license shall expire at the end of the taxpayer's tax year.

Application for an "occupation license" shall be made to the City of Sedro-Woolley's Community Services Department which shall provide the forms therefore and shall issue the license.

Any person engaging in or carrying on more than one business, occupation, pursuit or privilege within the City of Sedro-Woolley that is subject to taxation under this Ordinance shall apply for and obtain an "occupation license" and shall pay the tax imposed on each of the same. Each "occupation license" shall be numbered, shall show the name, place and character of business of the taxpayer, and such other information on as the City Clerk shall deem necessary, and shall be conspicuously posted in the place of business for which it is issued at all times. Such license shall be personal and nontransferable.

No person to whom an "occupation license" has been issued pursuant to this ordinance shall suffer or allow any other person for whom a separate license is required to operate under or display that person's license, nor shall such other person operate under or display such license.

Any taxpayer who engages in or carries on any business subject to tax hereunder without obtaining and maintaining a valid "occupation license" to do so shall be guilty of a violation of this ordinance for each day during which the business is so engaged in or carried on and the taxpayer who fails or refuses to pay the license fee or tax on any part thereof on or before the due date shall be deemed to be operating without having a license so to do.

Section 4. A new Section SWMC 5.06.040 is added to the Sedro-Woolley Municipal Code, as follows:

Allocation of Income - Cellular Telephone Service.

A. Service Address. Payments by a customer for the telephone service from telephones without a fixed location shall be allocated among taxing jurisdictions to the location of the customer's principal service address during the period for which the tax applies.

B. Presumption. There is a presumption that the service address a customer supplies to the taxpayer is current and accurate, unless the taxpayer has actual knowledge to the contrary.

C. Roaming Phones. When the service is provided while a subscriber is roaming outside the subscriber's normal cellular network area, the gross income shall be assigned consistent with the taxpayer's accounting system to the location of the originating cell site of the call, or to the location of the main cellular switching office that switched the call.

D. Dispute Resolution. If there is a dispute between or among the City of Sedro-Woolley and one or more other cities, as to the service address of a customer who is receiving cellular telephone services and the dispute is not resolved by negotiation among the parties, then the dispute shall be resolved by the City of Sedro-Woolley and the other city or cities by submitting the issue for settlement to the Association of Washington Cities (AWC). Once the taxes on the disputed revenues have been paid to one of the contesting cities, the cellular telephone service company shall have no further liability with respect to additional taxes on the disputed revenues so long as it changes its billing records for future revenues to comport with the settlement facilitated by AWC.

Section 5. A new Section SWMC 5.06.050 is added to the Sedro-Woolley Municipal Code, as follows:

Remittance.

A. Monthly Remittance. The tax imposed by this ordinance shall be reported and remitted to the City of Sedro-Woolley monthly on or before the last day of the subsequent month. If a taxpayer commences to engage in business at any time other than the first day of the month, then the taxpayer's first return and tax payment shall be based upon and cover the portion of the month during which the taxpayer engaged in business.

B. Returns. The remittance shall be in legal tender and shall be accompanied by a return on a form to be provided and prescribed by the City Clerk. The taxpayer shall be required to swear or affirm in writing on the return that the information therein given is full and

true and that the taxpayer knows it to be so. If the total tax for which any person is liable under this ordinance is not reasonably expected to exceed \$100 in any month, the taxpayer may file a written request with the City Clerk to file and pay taxes due under this Ordinance annually. Such requests are subject to approval by the City Clerk.

Section 6. A new Section SWMC 5.06.060 is added to the Sedro-Woolley Municipal Code, as follows:

Taxpayer engaged in more than one business. Any person engaged in, or carrying on more than one activity or business subject to the tax imposed by this Ordinance, shall pay the tax so imposed on each such business or activity.

Section 7. A new Section SWMC 5.06.070 is added to the Sedro-Woolley Municipal Code, as follows:

Deductions. In computing the tax imposed by this Ordinance, the following may be deducted from the measure of the tax:

A. Adjustments made to a billing or to a customer account or to a telecommunications company accrual account in order to reverse a billing or charge that had been made as a result of third-party fraud or other crime and was properly a debt of a customer and for which the taxpayer can provide documentation to the City of Sedro-Woolley.

B. All cash discounts allowed and actually granted to customers of the taxpayer during the tax year and for which the taxpayer can provide documentation to the City of Sedro-Woolley.

C. Amounts derived from transactions in interstate or foreign commerce, or from business done for the government of the United States, its officers or agents in their official capacity, and any amount paid by the taxpayer to the United States or the State of Washington, as excise taxes.

D. The amount of credit losses actually sustained by taxpayers whose regular books are kept on an accrual basis.

E. Amounts derived from business which the City of Sedro-Woolley is prohibited from taxing under the Constitution or the laws of this State or the United States.

Section 8. A new Section SWMC 5.06.080 is added to the Sedro-Woolley Municipal Code, as follows:

Record Retention Requirements. It shall be the duty of every person required to obtain an occupation license and liable for payment of any tax imposed by this ordinance to keep and preserve for a period of five years such books and records as will accurately reflect the amount of gross income from the business, and from which can be determined the amount of any tax for which the person may be liable under the provisions of this ordinance. The term "books and records" as used in this section includes but is not limited to copies of the taxpayer's Federal income tax returns, Federal excise tax returns,

State of Washington excise tax returns, and copies of income tax and excise tax audits made by the United States or the State of Washington and furnished to such person. The taxpayer's books and records shall be available for examination at all reasonable times by the City Clerk and his or her duly authorized.

In the case of any taxpayer who does not keep the necessary books and records within the City of Sedro-Woolley for examination, it shall be sufficient if such person produce the same within the City of Sedro-Woolley as instructed or required by the City Clerk

Any taxpayer who fails, neglects, or refuses to produce such books and records in accordance with this ordinance, or fails to file a return, in addition to being subject to other civil and criminal penalties provided by this ordinance, is subject to a tax assessment in an amount determined by the City Clerk in accordance with the provisions of this ordinance, which tax assessment shall be deemed prima facie correct and shall be the amount of fee or tax owing to the City of Sedro-Woolley by the taxpayer unless the person can prove otherwise by competent evidence. The taxpayer shall be notified by mail by the City Clerk of the amount of tax assessment imposed pursuant to this Section, together with any penalty and/or interest due, and the total of such amounts shall thereupon become immediately due and payable.

Section 9. A new Section SWMC 5.06.090 is added to the Sedro-Woolley Municipal Code, as follows:

Tax Delinquency -- Unlawful Acts.

A. Penalties and Interest. For each payment due, if such payment is not made by the due date thereof, there shall be added penalty and interest as follows:

- (1) If paid 1 - 10 days late, there shall be a penalty of 10% added to the amount of tax due.
- (2) If paid 11 - 20 days late, there shall be a penalty of 15% added to the amount of tax due.
- (3) If paid 21 - 30 days late, there shall be a penalty of 20% added to the amount of tax due.
- (4) If paid 31 - 60 days late, there shall be a penalty of 25% added to the amount of tax due.
- (5) In addition to the above penalty, the City of Sedro-Woolley shall charge the taxpayer interest on all taxes due at the rate of one percent (1%) per month or portion thereof that said amounts are past due.
- (6) The tax imposed by this ordinance, and all penalties and interest thereon, shall constitute a debt to the City of Sedro-Woolley, and may be collected by court proceedings in the same manner as any other debt which remedy shall be in addition to all other available remedies. Any judgment entered in favor of the City of Sedro-Woolley may include an award to the City of Sedro-Woolley of all court

and collection costs including attorneys' fees to the extent permitted by law. Amounts delinquent more than sixty days may be assigned to a third party for collection, in which case the amount of any collection charges shall be in addition to all other amounts owed. Amounts due shall not be considered paid until the City of Sedro-Woolley has received payment for the full amount due or has discharged the amount due and not paid.

B. Unlawful Acts. It is unlawful for any person liable for the tax imposed by this ordinance to fail to pay the tax when due or for any person, firm, or corporation to make any false or fraudulent return or any false statement in connection with the return.

C. Criminal Penalties. Any person who intentionally violates any provision of this ordinance shall be guilty of a misdemeanor and upon conviction thereof punished pursuant to state law or City ordinance.

Section 10. A new Section SWMC 5.06.100 is added to the Sedro-Woolley Municipal Code, as follows:

Quitting, Selling, or Transferring Business. Whenever any taxpayer quits business, or sells out, exchanges, or otherwise disposes of such business, any tax payable under this Ordinance shall become immediately due and payable, and such taxpayer shall, within 10 days thereafter, make a return and pay the tax due; and any person who becomes a successor shall become liable for the full amount of any unpaid tax, interest, and penalties and shall withhold from the purchase price an amount sufficient to pay any tax due from the taxpayer until such time as the taxpayer shall produce a receipt from the City of Sedro-Woolley showing payment in full of any tax due or a certificate that no tax is due. If such tax, interest or penalty has not been paid by the taxpayer within 10 days from the date of such sale, exchange, or disposal, the successor shall become liable for the payment of the full amount of tax, interest and penalties. The successor's liability shall be limited to the purchase price or fair market value of the business purchased if no cash transaction took place. No successor shall be liable for any tax due from the taxpayer from whom the successor has acquired a business or stock of goods if the successor gives written notice to the City Clerk of such acquisition and no assessment is issued by the City Clerk within six months of receipt of such notice against the former operator of the business. Taxpayer's account will remain on an active status and be subject to all taxes, penalties, and interest until such time as the City Clerk is notified in writing that the taxpayer has discontinued business activity within the City of Sedro-Woolley. Nothing in this ordinance is intended nor shall it be construed to prohibit the successor from engaging in business in the City of Sedro-Woolley pending resolution of the successor's tax liability.

Section 11. A new Section SWMC 5.06.110 is added to the Sedro-Woolley Municipal Code, as follows:

Tax Not Exclusive. The tax levied herein shall be additional to any license fee or tax imposed or levied under any other law or under any other ordinance of the City of Sedro-Woolley.

Section 12. A new Section SWMC 5.06.120 is added to the Sedro-Woolley Municipal Code, as follows:

Rate Changes. No change in the rate of tax upon persons engaging in the telephone business, including cellular telephone service, shall apply to business activities occurring before the effective date of the change. Furthermore, except for a change in the tax rate authorized by RCW 35.21.870, no change in the rate of the tax on the telephone business may take effect sooner than sixty (60) days following the enactment of the ordinance establishing the change. The City of Sedro-Woolley shall send to each cellular telephone service company at the address on its occupation license, a copy of any ordinance changing the rate of tax upon cellular telephone service promptly upon its enactment.

Section 13. A new Section SWMC 5.06.130 is added to the Sedro-Woolley Municipal Code, as follows:

Appeal Procedure. Any taxpayer aggrieved by the amount of the fee or tax found by the City Clerk to be required under the provisions of this ordinance may, upon full payment of the amount assessed, appeal from such finding by filing a written notice of appeal with the City Clerk within 14 days from the date such taxpayer was given notified in writing of such amount. The Clerk shall, as soon as practicable, fix a time and place for the hearing of such appeal before the City Council, which time shall be not more than 60 days after the filing of the notice of appeal, and shall cause a notice of the time and place thereof to be delivered or mailed to the appellant. At such hearing before the City Council, the taxpayer shall be entitled to be heard and to introduce evidence in his or her own behalf. The City Council shall render a decision, together with findings of fact and conclusions of law, based upon the evidence presented at the time of the hearing and all material on file in the case. The City Council's decisions shall indicate the correct amount of the fee or tax owing. The City Council's decision shall be final. The appellant or the City of Sedro-Woolley may appeal the decision of the City Council to the Superior Court of Washington in and for Skagit County within 30 days after the date of the City Council's decision. The City Council, through the Mayor may, by subpoena, require the attendance of any person, and may also require him/her to produce any pertinent books and records. Any person served with such subpoena shall appear at the time and place therein stated and produce the books and records required, if any, and shall testify truthfully under oath administered by the Mayor as to any matter required of him/her pertinent to the appeal, and it shall be unlawful for him/her to fail or refuse so to do.

Section 14. A new Section SWMC 5.06.140 is added to the Sedro-Woolley Municipal Code, as follows:

Over or Underpayment of Tax. In the event that any person makes an overpayment, and within two years of the date of such overpayment makes application for a refund or credit, the person's claims shall be allowed and a refund made by the City of Sedro-Woolley upon determination by the City Clerk that no other sums are owed by the person to the City of Sedro-Woolley. If a person determines that the tax has been underpaid and without notice by any party pays the amount due to the City of Sedro-Woolley, such amount shall not be subject to penalty.

Section 15. A new Section SWMC 5.06.150 is added to the Sedro-Woolley Municipal Code, as follows:

Pass-through to Customer. The taxpayer may pass any tax in this chapter on to a customer, client, or purchaser, showing the additional amount on the billing for or invoice. However, doing so shall not cause the customer, client, or purchaser to become a “taxpayer” for purposes of this Chapter.

Section 16. Referendum Procedure. A referendum petition with respect to this ordinance may be filed with the City Clerk within seven days of the passage and publication of this ordinance. The referendum procedures set forth in RCW 35.17.240 through 35.17.360, as hereafter amended, shall apply, with the following additions and amendments as required by RCW 35.21.706:

A. Within ten days of the filing of the petition, the City Clerk will confer with the petitioner concerning the form and style of the petition, issue and identification number, and secure an accurate, concise and positive ballot title from the City Attorney;

B. The petitioner shall have thirty days in which to secure the signatures of not less than 15% of the registered voters of the City of Sedro-Woolley, as of the last municipal general election, upon petition forms which contain the ballot title and full text of this ordinance; and

C. The City Clerk shall verify the sufficiency of the signatures on the petition, and if sufficient valid signatures are properly submitted, shall certify the referendum measure to the next election ballot within the City of Sedro-Woolley, or at a special election as provided pursuant to RCW 35.17.260(2).

Section 17. Repeal. Sections SWMC 5.04.315, SWMC 5.04.317, and SWMC 5.04.325 are hereby repealed in their entirety, provided that they shall apply to any tax due there under, which obligation shall not be extinguished by this ordinance.

Section 18. Title. Sedro-Woolley Municipal Code Chapter 5.06 shall be entitled “Utility Tax”.

Section 19. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 20. Effective Date. This Ordinance is effective five days after publication; provided that the repeal clause (Section 17) takes effect on April 1, 2005.

Passed and approved this ____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Alternative B:

6% Solid Waste Tax on WM only; no tax on
cell phone

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AND MODIFYING THE UTILITY TAX ON SOLID WASTE COLLECTION SERVICES, SANITARY SEWER AND TELEPHONE SERVICES WITHIN SEDRO-WOOLLEY AND PROCEDURES FOR THE IMPLEMENTATION THEREOF AND PROVIDING FOR CIVIL AND CRIMINAL PENALTIES

WHEREAS, RCW 35A.82.020 authorizes the City of Sedro-Woolley to license for revenue;

WHEREAS, the City Council of the City of Sedro-Woolley (the "City"), finds in order to provide revenues for the City of Sedro-Woolley a utility tax on telephone utilities and solid waste collection services should be levied pursuant to the City of Sedro-Woolley's authority to license for revenue;

WHEREAS, this utility tax is also imposed for the privilege of providing utilities within Sedro-Woolley pursuant to RCW 35.21.870; and

WHEREAS, the City of Sedro-Woolley desires to provide for a referendum procedure to apply to this ordinance pursuant to RCW 35.21.706; now therefore:

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, DOES ORDAIN AS FOLLOWS:

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B. "City Clerk" means the City Clerk of Sedro-Woolley and his or her designees or agents.

C. "Competitive telephone service" means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made.

D. "Gross Income" means the value proceeding or accruing from the sale of tangible property or service, and receipts (including all sums earned or charged, whether received or not) by reason of investment of capital in the business engaged in (including rentals, royalties, interest and other emoluments however designated excluding receipts or proceeds from the sale or use of real property or any interest therein and the proceeds from the sale of notes, bonds, mortgages, or other evidences of indebtedness, or stocks and the like and without any deduction on account of the cost of the property sold, cost of materials used, labor costs, interest or discount paid, or any expenses whatsoever, and without any deduction on account of losses. Further deductions and exceptions from gross income upon which the fee or tax described in this ordinance is computed are set forth in Section 7.

E. "Person or persons" means persons of either sex, firms, copartnerships, corporations, limited liability companies, and other associations, whether acting by themselves or through servants, agents or employees, and shall include the City of Sedro-Woolley for purposes of imposition and collection of this tax.

F. "Taxpayer" means any person liable for the license fee or tax imposed by this ordinance.

G. "Tax year or taxable year" means (1) the year commencing January 1st and ending on December 31st, of such year, or (2) the taxpayer's fiscal year when permission is obtained from the City Clerk to use that period as the tax year, or (3) the year commencing December 15th and ending on December 14th of the following calendar year when permission is obtained from the City Clerk to use that period as the tax year.

H. "Telephone business" means the business of providing access to a local telephone network, local telephone network switching service, toll service or coin telephone services or providing telephonic, video, data or similar communication or transmission for hire, via a local telephone network, toll line or channel cable, microwave, or similar communication or transmission system. The term includes cooperative or farmer line telephone companies or associations operating an exchange. Telephone business ~~also includes~~ does not include cellular telephone service. Telephone business does not include the providing of competitive telephone service, the providing of cable television service, nor the providing of broadcast services by radio and television stations.

Section 2. A new Section SWMC 5.06.020 is added to the Sedro-Woolley Municipal Code, as follows:

Utility Tax Levied - Rate. On and after April 1, 2005, there is levied on and shall be collected from every person a tax for the act or privilege of engaging in certain business activities, measured by the application of the respective rates against gross income as follows:

A. Telephone Business. Upon every person engaged in or carrying on any telephone business (~~including~~ excluding cellular telephone service) within the City of Sedro-Woolley a fee or tax equal to six percent (6%) of the total gross income from such business in the City of Sedro-Woolley. Tax liability imposed under this Section shall not

apply to that portion of gross income derived from charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges, or carrier access charges relating to intrastate toll telephone services, or for access to, or charges for, interstate services, or charges for network telephone service that is purchased for the purpose of resale.

B. Solid Waste. Upon every person engaged in or carrying on the business of collecting solid waste, recyclable materials or yard waste, a tax equal to two percent (2%) of the total gross income from such business in the City of Sedro-Woolley, but not including income from the sale of recyclable materials or yard waste.

C. Sewer System. Upon every person engaged in or carrying on the business of operating a sanitary sewer system, a tax equal to two percent (2%) of the total gross income from such business in the City of Sedro-Woolley.

Section 3. A new Section SWMC 5.06.030 is added to the Sedro-Woolley Municipal Code, as follows:

License Requirement. Any person subject to taxation under the provisions of this ordinance is required to obtain an occupation license from the City of Sedro-Woolley. On and after April 1, 2005, no person subject to payment of the tax herein shall engage in any business, occupation, or activity in the City of Sedro-Woolley without first obtaining and holding a valid license so to do, which license shall be known as an "occupation license" for which the applicant will pay no charge. Such "occupation license shall expire at the end of the calendar year in which it is issued and a new license shall be required for each calendar year, unless the taxpayer is transacting business on a fiscal year with the prior consent of the City Clerk, obtains an occupation license for the period of its current fiscal year which shall be deemed the tax year for such taxpayer. In such case, the occupation license shall expire at the end of the taxpayer's tax year.

Application for an "occupation license" shall be made to the City of Sedro-Woolley's Community Services Department which shall provide the forms therefore and shall issue the license.

Any person engaging in or carrying on more than one business, occupation, pursuit or privilege within the City of Sedro-Woolley that is subject to taxation under this Ordinance shall apply for and obtain an "occupation license" and shall pay the tax imposed on each of the same. Each "occupation license" shall be numbered, shall show the name, place and character of business of the taxpayer, and such other information on as the City Clerk shall deem necessary, and shall be conspicuously posted in the place of business for which it is issued at all times. Such license shall be personal and nontransferable.

No person to whom an "occupation license" has been issued pursuant to this ordinance shall suffer or allow any other person for whom a separate license is required to operate under or display that person's license, nor shall such other person operate under or display such license.

Any taxpayer who engages in or carries on any business subject to tax hereunder without obtaining and maintaining a valid "occupation license" to do so shall be guilty of a violation of this ordinance for each day during which the business is so engaged in or carried on and the taxpayer who fails or refuses to pay the license fee or tax on any part thereof on or before the due date shall be deemed to be operating without having a license so to do.

~~Section 4. A new Section SWMC 5.06.040 is added to the Sedro-Woolley Municipal Code, as follows:~~

~~Allocation of Income – Cellular Telephone Service:~~

~~A. Service Address. Payments by a customer for the telephone service from telephones without a fixed location shall be allocated among taxing jurisdictions to the location of the customer's principal service address during the period for which the tax applies.~~

~~B. Presumption. There is a presumption that the service address a customer supplies to the taxpayer is current and accurate, unless the taxpayer has actual knowledge to the contrary.~~

~~C. Roaming Phones. When the service is provided while a subscriber is roaming outside the subscriber's normal cellular network area, the gross income shall be assigned consistent with the taxpayer's accounting system to the location of the originating cell site of the call, or to the location of the main cellular switching office that switched the call.~~

~~D. Dispute Resolution. If there is a dispute between or among the City of Sedro-Woolley and one or more other cities, as to the service address of a customer who is receiving cellular telephone services and the dispute is not resolved by negotiation among the parties, then the dispute shall be resolved by the City of Sedro-Woolley and the other city or cities by submitting the issue for settlement to the Association of Washington Cities (AWC). Once the taxes on the disputed revenues have been paid to one of the contesting cities, the cellular telephone service company shall have no further liability with respect to additional taxes on the disputed revenues so long as it changes its billing records for future revenues to comport with the settlement facilitated by AWC.~~

Section 54. A new Section SWMC 5.06.050 is added to the Sedro-Woolley Municipal Code, as follows:

Remittance.

A. Monthly Remittance. The tax imposed by this ordinance shall be reported and remitted to the City of Sedro-Woolley monthly on or before the last day of the subsequent month. If a taxpayer commences to engage in business at any time other than the first day of the month, then the taxpayer's first return and tax payment shall be based upon and cover the portion of the month during which the taxpayer engaged in business.

B. Returns. The remittance shall be in legal tender and shall be accompanied by a return on a form to be provided and prescribed by the City Clerk. The taxpayer shall be required to swear or affirm in writing on the return that the information therein given is full and

true and that the taxpayer knows it to be so. If the total tax for which any person is liable under this ordinance is not reasonably expected to exceed \$100 in any month, the taxpayer may file a written request with the City Clerk to file and pay taxes due under this Ordinance annually. Such requests are subject to approval by the City Clerk.

Section 65. A new Section SWMC 5.06.060 is added to the Sedro-Woolley Municipal Code, as follows:

Taxpayer engaged in more than one business. Any person engaged in, or carrying on more than one activity or business subject to the tax imposed by this Ordinance, shall pay the tax so imposed on each such business or activity.

Section 76. A new Section SWMC 5.06.070 is added to the Sedro-Woolley Municipal Code, as follows:

Deductions. In computing the tax imposed by this Ordinance, the following may be deducted from the measure of the tax:

A. Adjustments made to a billing or to a customer account or to a telecommunications company accrual account in order to reverse a billing or charge that had been made as a result of third-party fraud or other crime and was properly a debt of a customer and for which the taxpayer can provide documentation to the City of Sedro-Woolley.

B. All cash discounts allowed and actually granted to customers of the taxpayer during the tax year and for which the taxpayer can provide documentation to the City of Sedro-Woolley.

C. Amounts derived from transactions in interstate or foreign commerce, or from business done for the government of the United States, its officers or agents in their official capacity, and any amount paid by the taxpayer to the United States or the State of Washington, as excise taxes.

D. The amount of credit losses actually sustained by taxpayers whose regular books are kept on an accrual basis.

E. Amounts derived from business which the City of Sedro-Woolley is prohibited from taxing under the Constitution or the laws of this State or the United States.

Section 87. A new Section SWMC 5.06.080 is added to the Sedro-Woolley Municipal Code, as follows:

Record Retention Requirements. It shall be the duty of every person required to obtain an occupation license and liable for payment of any tax imposed by this ordinance to keep and preserve for a period of five years such books and records as will accurately reflect the amount of gross income from the business, and from which can be determined the amount of any tax for which the person may be liable under the provisions of this ordinance. The term "books and records" as used in this section includes but is not limited to copies of the taxpayer's Federal income tax returns, Federal excise tax returns,

State of Washington excise tax returns, and copies of income tax and excise tax audits made by the United States or the State of Washington and furnished to such person. The taxpayer's books and records shall be available for examination at all reasonable times by the City Clerk and his or her duly authorized.

In the case of any taxpayer who does not keep the necessary books and records within the City of Sedro-Woolley for examination, it shall be sufficient if such person produce the same within the City of Sedro-Woolley as instructed or required by the City Clerk

Any taxpayer who fails, neglects, or refuses to produce such books and records in accordance with this ordinance, or fails to file a return, in addition to being subject to other civil and criminal penalties provided by this ordinance, is subject to a tax assessment in an amount determined by the City Clerk in accordance with the provisions of this ordinance, which tax assessment shall be deemed prima facie correct and shall be the amount of fee or tax owing to the City of Sedro-Woolley by the taxpayer unless the person can prove otherwise by competent evidence. The taxpayer shall be notified by mail by the City Clerk of the amount of tax assessment imposed pursuant to this Section, together with any penalty and/or interest due, and the total of such amounts shall thereupon become immediately due and payable.

Section 98. A new Section SWMC 5.06.090 is added to the Sedro-Woolley Municipal Code, as follows:

Tax Delinquency -- Unlawful Acts.

A. Penalties and Interest. For each payment due, if such payment is not made by the due date thereof, there shall be added penalty and interest as follows:

- (1) If paid 1 - 10 days late, there shall be a penalty of 10% added to the amount of tax due.
- (2) If paid 11 - 20 days late, there shall be a penalty of 15% added to the amount of tax due.
- (3) If paid 21 - 30 days late, there shall be a penalty of 20% added to the amount of tax due.
- (4) If paid 31 - 60 days late, there shall be a penalty of 25% added to the amount of tax due.
- (5) In addition to the above penalty, the City of Sedro-Woolley shall charge the taxpayer interest on all taxes due at the rate of one percent (1%) per month or portion thereof that said amounts are past due.
- (6) The tax imposed by this ordinance, and all penalties and interest thereon, shall constitute a debt to the City of Sedro-Woolley, and may be collected by court proceedings in the same manner as any other debt which remedy shall be in addition to all other available remedies. Any judgment entered in favor of the City of Sedro-Woolley may include an award to the City of Sedro-Woolley of all court

and collection costs including attorneys' fees to the extent permitted by law. Amounts delinquent more than sixty days may be assigned to a third party for collection, in which case the amount of any collection charges shall be in addition to all other amounts owed. Amounts due shall not be considered paid until the City of Sedro-Woolley has received payment for the full amount due or has discharged the amount due and not paid.

B. Unlawful Acts. It is unlawful for any person liable for the tax imposed by this ordinance to fail to pay the tax when due or for any person, firm, or corporation to make any false or fraudulent return or any false statement in connection with the return.

C. Criminal Penalties. Any person who intentionally violates any provision of this ordinance shall be guilty of a misdemeanor and upon conviction thereof punished pursuant to state law or City ordinance.

Section 109. A new Section SWMC 5.06.100 is added to the Sedro-Woolley Municipal Code, as follows:

Quitting, Selling, or Transferring Business. Whenever any taxpayer quits business, or sells out, exchanges, or otherwise disposes of such business, any tax payable under this Ordinance shall become immediately due and payable, and such taxpayer shall, within 10 days thereafter, make a return and pay the tax due; and any person who becomes a successor shall become liable for the full amount of any unpaid tax, interest, and penalties and shall withhold from the purchase price an amount sufficient to pay any tax due from the taxpayer until such time as the taxpayer shall produce a receipt from the City of Sedro-Woolley showing payment in full of any tax due or a certificate that no tax is due. If such tax, interest or penalty has not been paid by the taxpayer within 10 days from the date of such sale, exchange, or disposal, the successor shall become liable for the payment of the full amount of tax, interest and penalties. The successor's liability shall be limited to the purchase price or fair market value of the business purchased if no cash transaction took place. No successor shall be liable for any tax due from the taxpayer from whom the successor has acquired a business or stock of goods if the successor gives written notice to the City Clerk of such acquisition and no assessment is issued by the City Clerk within six months of receipt of such notice against the former operator of the business. Taxpayer's account will remain on an active status and be subject to all taxes, penalties, and interest until such time as the City Clerk is notified in writing that the taxpayer has discontinued business activity within the City of Sedro-Woolley. Nothing in this ordinance is intended nor shall it be construed to prohibit the successor from engaging in business in the City of Sedro-Woolley pending resolution of the successor's tax liability.

Section 110. A new Section SWMC 5.06.110 is added to the Sedro-Woolley Municipal Code, as follows:

Tax Not Exclusive. The tax levied herein shall be additional to any license fee or tax imposed or levied under any other law or under any other ordinance of the City of Sedro-Woolley.

Section ~~12~~11. A new Section SWMC 5.06.120 is added to the Sedro-Woolley Municipal Code, as follows:

Rate Changes. No change in the rate of tax upon persons engaging in the telephone business, ~~including cellular telephone service,~~ shall apply to business activities occurring before the effective date of the change. Furthermore, except for a change in the tax rate authorized by RCW 35.21.870, no change in the rate of the tax on the telephone business may take effect sooner than sixty (60) days following the enactment of the ordinance establishing the change. ~~The City of Sedro-Woolley shall send to each cellular telephone service company at the address on its occupation license, a copy of any ordinance changing the rate of tax upon cellular telephone service promptly upon its enactment.~~

Section ~~13~~12. A new Section SWMC 5.06.130 is added to the Sedro-Woolley Municipal Code, as follows:

Appeal Procedure. Any taxpayer aggrieved by the amount of the fee or tax found by the City Clerk to be required under the provisions of this ordinance may, upon full payment of the amount assessed, appeal from such finding by filing a written notice of appeal with the City Clerk within 14 days from the date such taxpayer was given notified in writing of such amount. The Clerk shall, as soon as practicable, fix a time and place for the hearing of such appeal before the City Council, which time shall be not more than 60 days after the filing of the notice of appeal, and shall cause a notice of the time and place thereof to be delivered or mailed to the appellant. At such hearing before the City Council, the taxpayer shall be entitled to be heard and to introduce evidence in his or her own behalf. The City Council shall render a decision, together with findings of fact and conclusions of law, based upon the evidence presented at the time of the hearing and all material on file in the case. The City Council's decisions shall indicate the correct amount of the fee or tax owing. The City Council's decision shall be final. The appellant or the City of Sedro-Woolley may appeal the decision of the City Council to the Superior Court of Washington in and for Skagit County within 30 days after the date of the City Council's decision. The City Council, through the Mayor may, by subpoena, require the attendance of any person, and may also require him/her to produce any pertinent books and records. Any person served with such subpoena shall appear at the time and place therein stated and produce the books and records required, if any, and shall testify truthfully under oath administered by the Mayor as to any matter required of him/her pertinent to the appeal, and it shall be unlawful for him/her to fail or refuse so to do.

Section ~~14~~13. A new Section SWMC 5.06.140 is added to the Sedro-Woolley Municipal Code, as follows:

Over or Underpayment of Tax. In the event that any person makes an overpayment, and within two years of the date of such overpayment makes application for a refund or credit, the person's claims shall be allowed and a refund made by the City of Sedro-Woolley upon determination by the City Clerk that no other sums are owed by the person to the City of Sedro-Woolley. If a person determines that the tax has been underpaid and without notice by any party pays the amount due to the City of Sedro-Woolley, such amount shall not be subject to penalty.

Section ~~15~~14. A new Section SWMC 5.06.150 is added to the Sedro-Woolley Municipal Code, as follows:

Pass-through to Customer. The taxpayer may pass any tax in this chapter on to a customer, client, or purchaser, showing the additional amount on the billing for or invoice. However, doing so shall not cause the customer, client, or purchaser to become a “taxpayer” for purposes of this Chapter.

Section ~~16~~15. Referendum Procedure. A referendum petition with respect to this ordinance may be filed with the City Clerk within seven days of the passage and publication of this ordinance. The referendum procedures set forth in RCW 35.17.240 through 35.17.360, as hereafter amended, shall apply, with the following additions and amendments as required by RCW 35.21.706:

- A. Within ten days of the filing of the petition, the City Clerk will confer with the petitioner concerning the form and style of the petition, issue and identification number, and secure an accurate, concise and positive ballot title from the City Attorney;
- B. The petitioner shall have thirty days in which to secure the signatures of not less than 15% of the registered voters of the City of Sedro-Woolley, as of the last municipal general election, upon petition forms which contain the ballot title and full text of this ordinance; and
- C. The City Clerk shall verify the sufficiency of the signatures on the petition, and if sufficient valid signatures are properly submitted, shall certify the referendum measure to the next election ballot within the City of Sedro-Woolley, or at a special election as provided pursuant to RCW 35.17.260(2).

Section ~~17~~16. Repeal. Sections SWMC 5.04.315, SWMC 5.04.317, and SWMC 5.04.325 are hereby repealed in their entirety, provided that they shall apply to any tax due there under, which obligation shall not be extinguished by this ordinance.

Section ~~18~~17. Title. Sedro-Woolley Municipal Code Chapter 5.06 shall be entitled “Utility Tax”.

Section ~~19~~18. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section ~~20~~19. Effective Date. This Ordinance is effective five days after publication; provided that the repeal clause (Section 16) takes effect on April 1, 2005.

Passed and approved this ____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2005

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

To: Mayor Dillon and City Council

From: Patsy Nelson *Patsy*

Date: 1/5/2005

Re: 2005 Salary Ordinance

Background information: Attached is the salary ordinance for 2005.

Salary increases for represented employees are per current AFSCME and SWPSG agreements. When negotiations are completed with the Guild (Commissioned Employees and Firefighters) and a new agreement signed, an amendment to this Ordinance may be necessary.

Non-represented staff are scheduled to receive a 1.69% salary increase unless otherwise stated in individual's contracts or arrangements at time of hire or as adjusted per Council review. The Library Board has granted a \$0.25 per hour raise to all Library staff with the exception of 1 part-time person receiving a \$0.50 per hour increase.

Recommendation: Staff recommends that Council approve Ordinance No. _____ An Ordinance Establishing the Salaries and Wages for Elected Officials, Union (Guild) and Non-Union Employees of the City of Sedro-Woolley for the Fiscal Year Beginning January 1, 2005.

ORDINANCE NO. _____

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, 2005

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 and the Sedro-Woolley Public Safety Guild – Police Department Commissioned Employees and Firefighter Classification, are in negotiations, represented employees' wages shall be in accordance with the May 20, 2002 through December 31, 2003 contract currently in place; and

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

WHEREAS, the City is in the last year of a three 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 salaries and wages are depicted below.

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

Section 1. The year 2005 wages for Guild represented Police Department Commissioned Employees and Firefighter employees (Sedro-Woolley Public Safety Guild) shall be established per the current agreement, as depicted below. It is further understood that when a new contract is signed between the parties that an amendment to this ordinance may be necessary to conform the salaries to the agreement.

Section 2. The 2005 wages for all other Union represented City employees (American Federation of State, County and Municipal Employees, AFL-CIO, Local 176-SW [AFSCME] and Sedro-Woolley Public Safety Guild – Police Department Support Employees) shall be established per the current contracts, which increases wages 1.69% as depicted below.

Section 3. The 2005 salaries and wages for non-union employees shall be increased by 1.69% as set forth below. The City Council has reviewed certain positions and increased salaries as necessary.

Section 4. The base salaries and wages for all elected officials and employees of the City of Sedro-Woolley are established as follows, not including applicable longevity or incentive pay:

TITLE: SALARY OR WAGE RANGE:

Elected

Mayor \$1,525 Per Month

Councilmember

Ward No. 1 \$ 300 Per Month
Ward No. 2 \$ 300 Per Month
Ward No. 3 \$ 300 Per Month
Ward No. 4 \$ 300 Per Month
Ward No. 5 \$ 300 Per Month
Ward No. 6 \$ 300 Per Month
At Large \$ 300 Per Month

Non-Union

City Attorney \$ 5,300 Per Month
Police Chief \$ 5,293 Per Month
Fire Chief \$ 5,254 Per Month
City Engineer/Public Works Director \$ 5,000 Per Month
Police Lieutenant \$ 5,026 Per Month
Clerk-Treasurer \$ 4,529 Per Month
Assistant Fire Chief/Training Officer \$ 4,068-\$4,333 Per Month
Librarian \$ 4,188 Per Month
City Planner \$ 3,661 Per Month
Engineering Assistant/Inspector \$ 3,336 Per Month
Police Confidential Secretary \$ 3,019 Per Month
Court Coordinator \$ 2,968 Per Month
Assistant Librarian \$ 2,962 Per Month
Building Specialist \$ 2,500 Per Month
Police Transcriptionist (part time) \$ 12.00 - \$ 15.00 Per Hour
Court Clerk (part time) \$ 13.24 Per Hour
Library Extra Help \$ 8.75 - \$11.00 Per Hour

Sedro-Woolley Public Safety Guild

Commissioned Employees & Firefighters

Police Sergeant \$4,360 - \$4,536 Per Month
Police Officer \$3,353 - \$4,133 Per Month
Firefighter \$2,968 - \$3,658 Per Month

Support Employees

Records Clerk \$2,507 - \$3,144 Per Month
Dispatch Clerk \$2,419 - \$2,982 Per Month
Code Enforcement Officer \$2,638 - \$2,888 Per Month

TITLE:

SALARY OR WAGE RANGE:

Union, AFSCME

Plant Foreman	\$3,843 - \$4,671 Per Month
Street Foreman	\$3,649 - \$4,435 Per Month
Park Foreman	\$3,336 - \$4,055 Per Month
Garbage Foreman	\$3,336 - \$4,055 Per Month
Plant Operator	\$2,989 - \$3,633 Per Month
Lead Cemetery	\$2,846 - \$3,459 Per Month
Equipment Operator & Driver/Collector	\$2,832 - \$3,443 Per Month
Utility Worker	\$2,743 - \$3,334 Per Month
Deputy Clerk	\$2,561 - \$3,112 Per Month
Accounting Clerk & Planning Clerk	\$2,486 - \$3,022 Per Month
Secretary Clerk & Support Worker	\$2,381 - \$2,894 Per Month
Planning/Engineering Technician	\$2,612 - \$3,175 Per Month
Development Coordinator	\$2,589 - \$3,147 Per Month
Custodian	\$2,413 maximum Per Month

Section 5. The above depicted salaries and wages shall be in effect beginning January 1, 2005.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 12th DAY OF JANUARY, 2005.

Sharon D. Dillon
Mayor

ATTEST:

APPROVED AS TO FORM:

Clerk-Treasurer

City Attorney