

Next Ord: 1514-05
Next Res: 723-05

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

August 24, 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 #55182 to #55287 for \$167,033.92
 - Payroll Warrants #36224 to #36243 for \$51,512.05 and #36244 to #36337 for \$130,671.06.
 - c. Waiver of Fees - City Park Facilities - SW School District - 2005-06 School Year
 - d. Employment Agreement - City Planner - Allen Rozema
 - e. Request for Out-of-State Travel - Legal
 - f. Economic Development Grant - Interlocal Agreement with Skagit County for Polte Road Improvements
 - g. Setting Public Hearing - Proposed Utility Tax on Cell Phones
 - h. Interlocal Agreement with Skagit County - SR20 / Fruitdale Signalization
 - i. Bingham Park/Munro Street Project
4. Proclamation - United Way
 5. Public Comment (Please limit your comments to 3-5 minutes)

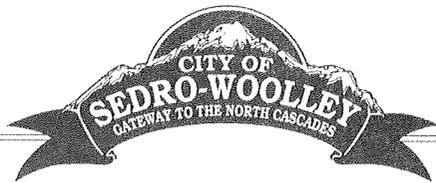
PUBLIC HEARINGS

6. 2005 Comp Plan & Development Regulation Update

OLD BUSINESS

NEW BUSINESS

EXECUTIVE SESSION



CITY COUNCIL AGENDA
REGULAR MEETING

AUG 24 2005

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

DATE: August 24, 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 August 24, 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.

AUG 24 2005

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
August 10, 2005 – 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: Tony Splane, Tom Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Mike Anderson. Staff: City Attorney Hayden, Clerk/Treasurer Nelson, Engineer Blair and Police Chief Wood.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #55083 to #55181 for \$232,314.46 (Voided Warrant #55086)
 - Payroll Warrants #36129 to #36223 for \$176,764.37
- Waiver of Fees – Riverfront Park – SW Best SELF – August 10, 2005
- Interlocal Agreement with Skagit County for Library Services 2005
- Street Closure Request & Waiver of Fees – Founders Day – Sept 10th & 11th, 2005
- Waiver of Fees – SW Community Center – SWSD – May 10, 2006

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

Public Comment

Marvin Speer – 420 Sterling St., addressed the Council and presented a handout for the Councilmembers consideration regarding Operation House ID Northwest.

Bill Knuth – 24230 Alexander St., addressed the Councilmembers regarding a recent accident of a young boy. Knuth reviewed his view of the handling of the incident.

Police Chief Wood – answered several issues regarding the situation and the handling of the incident.

Tim Smith – 408 Marcella Ln., addressed the Council regarding pedestrian traffic along Highway 20 and the limited number of crosswalks between Cook Road and Township Street. Smith also addressed the accessibility in the area of the trestle.

PUBLIC HEARINGS

Funding New City Hall

Mayor Dillon presented a power point presentation on various ways to fund the City Hall addition to the Public Safety Building. The funding ideas included:

- 1) Councilmatic bonds or low interest loans with payments being absorbed into the current funding in the General Fund. (this would mean cuts in other departments).
- 2) Choose to impose a 6% utility tax on cell phones.
- 3) Voter approved bonds – would require a public vote.
- 4) Grants
- 5) REET Funds
- 6) Selling of development rights for the park property.
- 7) Combinations of two or more of the above options.

Attorney Hayden gave an explanation of the selling of development rights for the park property. He noted the process would take approximately 2 years.

Mayor Dillon noted that the idea of selling of development rights for the park property would be a way to ensure that the remaining area remains as a park.

Mayor Dillon opened the public hearing at 7:25 P.M.

No public comment was received.

Mayor Dillon closed the public hearing at 7:26 P.M.

Council discussion ensued to include funding, dedication of cell phone tax, building costs, transfer of development rights to preserve the ball field and prioritizing city needs.

The consensus of the Council is to further explore implementation of a cell phone tax and low interest bonds.

OLD BUSINESS

None

NEW BUSINESS

Amendment to Upper Skagit Indian Tribe Contract for Recycling

Mayor Dillon introduced the proposed amendment with the Upper Skagit Indian Tribe contract to include recycling.

Leo Jacobs – Solid Waste Forman addressed the Council regarding the program for collection of garbage and recycling to the tribe. He noted the requested amendment is to the start date for providing recycling services.

Councilmember Storrs moved to enter into an amendment agreement with the Upper Skagit Indian Tribe and the City of Sedro-Woolley for residential and commercial garbage pick up and commercial collection of recyclables for the Helmick Road Reservation. Seconded by Councilmember Splane. Motion carried.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – reported on the graduation of Jason Harris from the police academy. Wood also announced the transfer of Records Clerk Joanne Lazon to the Permitting Clerk position within the City and stated applications are currently being accepted for her replacement.

Engineer Blair – announced the addition of Joanne Lazon to the Building, Planning & Engineering staff. Blair also announced the tentative approval of the Public Works Trust Fund Loan. He noted the City project scored 90 points out of a possible 100 points. Blair reported the Moore Street project will be starting soon and possible partial lifting of the moratorium upon project completion.

Councilmember Storrs – gave praise to the Parks Department for the flowers. Storrs also commented on the graffiti on the Sports & More building.

Councilmember Lemley – questioned the status of video protection for Hammer Heritage Square.

Engineer Blair reviewed the methods for protection of the mural and the square, as well as the time frame for implementation.

Levi Pulkkinen – reporter for the Skagit Valley Herald introduced Jennifer Carter who will be covering the happenings in Sedro-Woolley for the paper.

Lin Tucker – 9774 Collins Road, addressed the public concerns on the handling of the recent accident brought forth under public comment. Tucker noted there is an ongoing investigation.

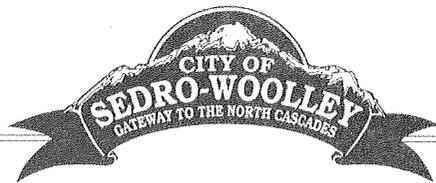
EXECUTIVE SESSION

The meeting adjourned to executive session at 7:57 P.M. for the purpose of personnel with no decision anticipated.

The meeting reconvened at 8:51 P.M.

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

The Meeting adjourned at 8:52 P.M.



CITY COUNCIL AGENDA
REGULAR MEETING

AUG 24 2005

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 56

DATE: August 24, 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 August 24, 2005.

Motion to approve Claim Vouchers #55182 to #55287 in the amount of \$167,033.92.

Motion to approve Payroll Warrants #36224 to #36243 in the amount of \$51,512.05 and #36244 to #36337 in the amount of \$130,671.06.

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
 BGTRAN WARRANT REGISTER
 08/24/05 10:14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55182	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	480.00
		MISC-FILING FEES/LIEN EXP	SAN	448.00
		WARRANT TOTAL		928.00
55183	ALLIANCE OFFICE PRODUCTS	SUPPLIES	FIN	42.25
		WARRANT TOTAL		42.25
55184	APA CONFERENCE	MISC-TUITION/REGISTRATION	PLN	380.00
		WARRANT TOTAL		380.00
55185	A.S.A.P. SIGN & DESIGN	OPERATING SUPPLIES	SWR	25.90
		WARRANT TOTAL		25.90
55186	ASI	OPERATING SUPPLIES	SWR	120.00
		OPERATING SUPPLIES	SWR	63.00
		WARRANT TOTAL		183.00
55187	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	6,207.20
		WARRANT TOTAL		6,207.20
55188	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	888.22
		AUTO FUEL/DIESEL	PK	541.10
		AUTO FUEL/DIESEL	ST	546.77
		OPERATING SUPPLIES	SWR	28.76
		AUTO FUEL/DIESEL	SAN	980.09
		WARRANT TOTAL		2,927.42
55189	AT & T	TELEPHONE	FIN	24.85
		TELEPHONE	LGL	47.07
		TELEPHONE	PLN	3.49
		TELEPHONE	ENG	3.49
		TELEPHONE	INSP	9.59
		TELEPHONE	SWR	13.19
		WARRANT TOTAL		101.68
55190	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
55191	AVAYA INC	REPAIRS & MAINTENANCE	PD	151.06
		WARRANT TOTAL		151.06
55192	BARNETT IMPLEMENT CO. INC	REPAIRS/MAINTENANCE	PK	42.07
		WARRANT TOTAL		42.07
55193	BANK OF AMERICA	SUPPLIES	EXE	187.71
		WARRANT TOTAL		187.71
55194	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES	PD	163.84

CITY OF SEDRO-WOODLEY
 BGTRAN WARRANT REGISTER
 08/24/05 10:14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	FD	163.84
		WARRANT TOTAL		327.68
55195	BELLINGHAM HERALD	ADVERTISING	PLN	304.16
		WARRANT TOTAL		304.16
55196	BLARG! ONLINE SVC. INC.	TELEPHONE	FD	19.95
		WARRANT TOTAL		19.95
55197	BLAIR, RICHARD J.	OFFICE EQUIPMENT	ENG	671.72
		WARRANT TOTAL		671.72
55198	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	85.02
		UNIFORMS/ACCESSORIES	PD	18.44
		UNIFORMS/ACCESSORIES	PD	19.26
		BALISTIC VESTS	PD	959.40
		WARRANT TOTAL		1,082.12
55199	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	7.42
		PUBLIC UTILITIES	FD	104.29
		PUBLIC UTILITIES-COMM CTR	PK	11.47
		PUBLIC UTILITIES-SR CTR	PK	37.79
		PUBLIC UTILITIES-FOOD BANK	PK	14.50
		PUBLIC UTILITIES - HHS	PK	11.47
		PUBLIC UTILITIES	PK	34.75
		PUBLIC UTILITIES	ST	7.42
		PUBLIC UTILITIES	LIB	7.42
		PUBLIC UTILITIES	SWR	14.84
		PUBLIC UTILITIES	SAN	27.67
		WARRANT TOTAL		279.04
55200	CHIEF SUPPLY CORPORATION	SMALL TOOLS & MINOR EQUIP	FD	266.89
		WARRANT TOTAL		266.89
55201	CINTAS CORPORATION #460	UNIFORMS	FD	57.77
		WARRANT TOTAL		57.77
55202	COLLINS OFFICE SUPPLY, INC	OFFICE/OPERATING SUPPLIES	PD	11.64
		WARRANT TOTAL		11.64
55203	COMPUTERSMART	OPERATING SUPPLIES	SWR	85.23
		OPERATING SUPPLIES	SWR	17.78
		WARRANT TOTAL		103.01
55204	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	146.17
		WARRANT TOTAL		146.17
55205	CRYSTAL SPRINGS	SUPPLIES	LGS	41.94
		SUPPLIES	JUD	6.24
		OPERATING SUPPLIES	CS	10.73
		OPERATING SUPPLIES	FD	62.14
		OPERATING SUPPLIES	PK	12.24

CITY OF SEDRO-WOOLLEY
 BGTRAN WARRANT REGISTER
 08/24/05 10:14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	CEM	7.74
		OPERATING SUPPLIES	ST	36.19
		OPERATING SUPPLIES	SWR	101.74
		OPERATING SUPPLIES	SAN	25.77
		WARRANT TOTAL		304.73
55206	CUES	MAINTENANCE OF LINES	SWR	27.20
		MAINTENANCE OF LINES	SWR	693.98
		WARRANT TOTAL		721.18
55207	DATA BASE	REPAIR/MAINTENANCE	JUD	30.00
		OFFICE/OPERATING SUPPLIES	PD	45.00
		WARRANT TOTAL		75.00
55208	DEBT RECOVERY SPECIALISTS	SEWER SERVICE CHARGES		307.24
		WARRANT TOTAL		307.24
55209	DESTINATION WIRELESS	OPERATING SUPPLIES	SWR	21.57
		WARRANT TOTAL		21.57
55210	DIETRICH & SMITH	PROFESSIONAL SERVICES	SWR	125.00
		WARRANT TOTAL		125.00
55211	DOOLEY ENTERPRISES INC.	AMMUNITION	PD	1,760.00
		WARRANT TOTAL		1,760.00
55212	DYNACARE LABORATORIES	PRISONERS	PD	516.25
		WARRANT TOTAL		516.25
55213	E & E LUMBER	OPERATING SUPPLIES	CS	7.97
		REPAIR & MAINTENANCE	CS	132.54
		OPERATING SUPPLIES	PK	25.01
		REPAIR/MAINT-OFFICE EQUIP	CEM	24.76
		REPAIR/MAINT-EQUIP & BLDG	CEM	45.21
		REPAIR/MAINT-EQUIP & BLDG	CEM	5.16
		SMALL TOOLS/MINOR EQUIP	ST	19.42
		OPERATING SUPPLIES	ST	1.29
		OPERATING SUPPLIES	SWR	29.03
		OPERATING SUPPLIES	SWR	11.06
		BUILDINGS & STRUCTURES	SWR	73.06
		OPERATING SUPPLIES	SAN	120.92
		OPERATING SUPPLIES	SAN	34.46
		OPERATING SUPPLIES	SAN	28.42
		WARRANT TOTAL		560.71
55214	EDASC	E. D. A. S. C.	DEV	1,000.00
		WARRANT TOTAL		1,000.00
55215	FERGUSON ENTERPRISES INC	MAINTENANCE OF LINES	SWR	1,251.77
		WARRANT TOTAL		1,251.77
55216	GATEWAY PAVING &	CONTRACTED OVERLAY	ST	1,450.00

CITY OF SEDRO-WOOLLEY
 BSTRAN WARRANT REGISTER
 08/24/05 10:14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,450.00
55217	GLENN B. ALLEN JEWELERS	SUPPLIES/BOOKS	PLN	6.47
		WARRANT TOTAL		6.47
55218	BRCC/WETRC	MISC-TUITION/REGISTRATION	SWR	140.00
		MISC-TUITION/REGISTRATION	SWR	140.00
		WARRANT TOTAL		280.00
55219	GUARDIAN SECURITY	FIRE/THEFT PROTECTION	FD	25.00
		WARRANT TOTAL		25.00
55220	H & W EMERG VEHICLE SERV	REPAIRS/MAINT-EQUIP	FD	30.81
		WARRANT TOTAL		30.81
55221	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	112.53
		WARRANT TOTAL		112.53
55222	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	2,550.00
		WARRANT TOTAL		2,550.00
55223	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	180.63
		WARRANT TOTAL		180.63
55224	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	8.07
		BOOKS, PERIOD, RECORDS	LIB	70.03
		BOOKS, PERIOD, RECORDS	LIB	15.42
		BOOKS, PERIOD, RECORDS	LIB	8.01
		BOOKS, PERIOD, RECORDS	LIB	12.14
		BOOKS, PERIOD, RECORDS	LIB	31.09
		BOOKS, PERIOD, RECORDS	LIB	21.85
		WARRANT TOTAL		166.61
55225	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
55226	KESSELRING'S	AMMUNITION	PD	359.86
		WARRANT TOTAL		359.86
55227	L N CURTIS & SONS	OPERATING SUPPLIES	FD	8,909.90
		WARRANT TOTAL		8,909.90
55228	LABCORP	PROFESSIONAL SERVICES	ENG	51.50
		PROFESSIONAL SERVICES	SWR	51.50
		WARRANT TOTAL		103.00
55229	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	180.00
		WARRANT TOTAL		180.00

CITY OF SEDRO-WOOLLEY
 BGTRAN WARRANT REGISTER
 08/24/05 10:14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55230	LIBRARY JOURNAL	BOOKS, PERIOD, RECORDS	LIB	141.00
		WARRANT TOTAL		141.00
55231	LOGGERS AND CONTRACTORS	MAINTENANCE OF LINES	SWR	38.71
		OPERATING SUPPLIES	SWR	44.78
		SAFETY EQUIPMENT	SWR	73.64
		WARRANT TOTAL		157.13
55232	MATERIALS TEST &	OTHER IMPROVEMENTS	SWR	649.95
		WARRANT TOTAL		649.95
55233	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,500.00
		WARRANT TOTAL		2,500.00
55234	LEXISNEXIS MATTHEW BENDER	CODE BOOK	LGS	38.25
		WARRANT TOTAL		38.25
55235	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	353.11
		WARRANT TOTAL		353.11
55236	NIELSEN, WM. H	ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		150.00
55237	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	169.71
		REPAIR & MAINT - AUTO	PD	485.55
		WARRANT TOTAL		655.26
55238	NORTHWEST CASCADE INC.	OPERATING SUPPLIES	PK	87.37
		OPERATING SUPPLIES	PK	66.70
		WARRANT TOTAL		154.07
55239	OFFICE DEPOT	SUPPLIES	FIN	200.38
		OFFICE/OPERATING SUPPLIES	PD	96.62
		OFFICE/OPERATING SUPPLIES	PD	74.38
		OFFICE SUPPLIES	FD	97.19
		WARRANT TOTAL		468.57
55240	OFFICE SYSTEMS	REPAIRS & MAINTENANCE	PD	88.42
		REPAIRS/MAINT-EQUIP	FD	88.43
		WARRANT TOTAL		176.85
55241	OFFICEMAX CREDIT PLAN	OFFICE SUPPLIES	SAN	74.00-
		OFFICE SUPPLIES	SAN	237.86
		WARRANT TOTAL		163.86
55242	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	29.35
		LAUNDRY	CS	24.48
		MISC-LAUNDRY	CEM	16.90
		MISC-LAUNDRY	ST	32.68
		MISC-LAUNDRY	ST	14.64
		MISC-LAUNDRY	ST	16.90
		LAUNDRY	SWR	18.96

CITY OF SEDRO-WOOLLEY
 BSTRAN WARRANT REGISTER
 08/24/05 10:14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		153.91
55243	OUTWEST UNLIMITED	MISCELLANEOUS	CEM	150.00
		WARRANT TOTAL		150.00
55244	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	222.89
		REPAIR & MAINT - AUTO	PD	494.95
		REPAIRS/MAINTENANCE	PK	14.10
		REPAIRS/MAINT-EQUIP	SAN	571.31
		WARRANT TOTAL		1,303.25
55245	PETTY CASH-DEBRA PETERSON	OPERATING SUPPLIES	LIB	25.54
		POSTAGE	LIB	1.98
		MISC-SUMMER READ PROGRAM	LIB	4.32
		BOOKS, PERIOD, RECORDS	LIB	7.54
		WARRANT TOTAL		39.38
55246	PITTMAN, HAROLD	RETIRED MEDICAL	PD	19.00
		WARRANT TOTAL		19.00
55247	PNCWA	MISC-DUES/SUBSCRIPTIONS	SWR	20.00
		MISC-DUES/SUBSCRIPTIONS	SWR	20.00
		MISC-DUES/SUBSCRIPTIONS	SWR	20.00
		MISC-DUES/SUBSCRIPTIONS	SWR	20.00
		MISC-DUES/SUBSCRIPTIONS	SWR	20.00
		MISC-DUES/SUBSCRIPTIONS	SWR	20.00
		MISC-DUES/SUBSCRIPTIONS	SWR	20.00
		WARRANT TOTAL		140.00
55248	PRESTON GATES & ELLIS LLP	PROFESSIONAL SERVICES	LGL	1,729.31
		PROFESSIONAL SERVICES	SWR	1,729.30
		WARRANT TOTAL		3,458.61
55249	PRO-SEAL SERVICE GRP INC	MAINT OF GENERAL EQUIP	SWR	8,984.00
		MACHINERY/EQUIPMENT	SWR	23,831.78
		WARRANT TOTAL		32,815.78
55250	PROQUEST INFO & LEARNING	MISC-WA LIB NETWK DIR DUES	LIB	171.08
		WARRANT TOTAL		171.08
55251	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	37.24
		PUBLIC UTILITIES	CS	32.56
		PUBLIC UTILITIES	FD	172.04
		PUBLIC UTILITIES	RV	211.84
		PUBLIC UTILITIES - HHS	PK	196.36
		PUBLIC UTILITIES	PK	97.71
		PUBLIC UTILITIES	CEM	32.59
		PUBLIC UTILITIES	ST	128.50
		PUBLIC UTILITIES	LIB	18.55
		PUBLIC UTILITIES	SWR	125.26
		PUBLIC UTILITIES	SAN	30.22
		WARRANT TOTAL		1,082.87

CITY OF SEDRO-WOOLLEY
 BGTRAN WARRANT REGISTER
 08/24/05 10:14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55252	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	5,930.25
		IMPROVEMENT-GARDEN OF EDEN SWR		9,614.90
		WARRANT TOTAL		15,545.15
55253	REICHARDT & EBE ENG, INC	ENGINEERING-SKAGIT LIGHT	AST	2,106.52
		ENGINEERING - METCALF LINE	PWT	398.65
		ENGINEERING-TOWNSHIP LINE	PWT	8,534.57
		ENGINEERING-TOWNSHIP LINE	PWT	398.65
		ENGINEERING GARDEN OF EDEN SWR		6,914.50
		ENGINEERING METCALF LINE	SWR	5,586.11
		WARRANT TOTAL		24,019.00
55254	RINKER MATERIALS	ROADWAY - ARTERIAL MAINT	AST	132.72
		WARRANT TOTAL		132.72
55255	RODDA PAINT CO.	OPERATING SUPPLIES	RV	46.34
		OPERATING SUPPLIES	RV	130.93
		REPAIR/MAINT-SENIOR CTR	PK	20.93
		REPAIR/MAINT-SENIOR CTR	PK	20.93
		REPAIR/MAINT-SENIOR CTR	PK	61.90
		OPERATING SUPPLIES	PK	24.84
		OPERATING SUPPLIES	SWR	154.09
		WARRANT TOTAL		459.96
55256	SCHOOL LIBRARY JOURNAL	BOOKS, PERIOD, RECORDS	LIB	124.00
		WARRANT TOTAL		124.00
55257	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	55.09
		OPERATING SUPPLIES	SWR	184.10
		OPERATING SUPPLIES	SWR	32.19
		WARRANT TOTAL		271.38
55258	SEDRO-WOOLLEY AUTO PARTS	REPAIR/MAINT COMM CTR	PK	6.59
		OPERATING SUPPLIES	PK	19.73
		OPERATING SUPPLIES	PK	4.32
		OPERATING SUPPLIES	PK	6.13
		OPERATING SUPPLIES	ST	15.00
		OPERATING SUPPLIES	ST	35.15
		REPAIR/MAINTENANCE-EQUIP	ST	32.64
		REPAIR/MAINTENANCE-EQUIP	ST	2.21
		REPAIR/MAINTENANCE-EQUIP	ST	42.24
		REPAIR/MAINTENANCE-EQUIP	ST	47.88
		REPAIR/MAINTENANCE-EQUIP	ST	49.63
		MAINTENANCE OF VEHICLES	SWR	40.47
		WARRANT TOTAL		301.99
55259	SEDRO-WOOLLEY FAMILY	PROFESSIONAL SERVICES	SWR	100.00
		WARRANT TOTAL		100.00
55260	SEDRO-WOOLLEY GLASS	BUILDINGS & STRUCTURES	SWR	146.40
		WARRANT TOTAL		146.40

CITY OF SEDRO-WOOLLEY
 BSTRAN WARRANT REGISTER
 08/24/05 10:14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55261	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		12,378.00
		WARRANT TOTAL		12,378.00
55262	SHELLAN JEWELERS	PROFESSIONAL SERVICES	PD	10.79
		WARRANT TOTAL		10.79
55263	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	59.39
		WARRANT TOTAL		59.39
55264	SKAGIT COUNTY SHERIFF	PRISONERS	PD	430.96
		PRISONERS	PD	271.42
		PRISONERS	PD	3,609.56
		WARRANT TOTAL		4,311.94
55265	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES-PROPANE	ST	2.23
		OPERATING SUPPLIES-PROPANE	ST	15.79
		WARRANT TOTAL		18.02
55266	SKAGIT READY MIX, INC.	REPAIR/MAINT SIDEWALK(REET)	ST	771.49
		WARRANT TOTAL		771.49
55267	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	26.00
		LEGAL PUBLICATIONS	LGS	23.40
		ADVERTISING/LEGAL PUBLIC	PLN	78.00
		WARRANT TOTAL		127.40
55268	SK. VALLEY MED. CTR INC	PROF SERVICE-MEDICAL EXAMS	FD	110.00
		WARRANT TOTAL		110.00
55269	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,666.67
		PROFESSIONAL SERVICES	PD	50.00
		WARRANT TOTAL		2,716.67
55270	SUNRISE CAR WASH	REPAIR & MAINT - AUTO	PD	80.93
		WARRANT TOTAL		80.93
55271	THUNDERBIRD LUBRICATIONS	AUTO FUEL/DIESEL	ST	479.87
		WARRANT TOTAL		479.87
55272	TRANSPD GROUP INC (THE)	PROFESSIONAL SERVICES	AST	2,528.97
		WARRANT TOTAL		2,528.97
55273	TRUE VALUE	OPERATING SUPPLIES	CS	9.69
		OFFICE/OPERATING SUPPLIES	PD	4.73
		OPERATING SUPPLIES	FD	14.02
		OPERATING SUPPLIES	FD	13.48
		OPERATING SUPPLIES	FD	4.74
		SMALL TOOLS & MINOR EQUIP	FD	19.70
		REPAIR/MAINT COMM CTR	PK	13.02
		OPERATING SUPPLIES	PK	34.14
		OPERATING SUPPLIES	PK	15.93
		REPAIRS/MAINTENANCE	PK	11.31

CITY OF SEDRO-WOOLLEY
 BGTRAN WARRANT REGISTER
 08/24/05 10:14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	CEM	25.65
		SMALL TOOLS/MINOR EQUIP	ST	9.16
		REPAIR/MAINTENANCE-EQUIP	ST	6.41
		OPERATING SUPPLIES	SWR	53.94
		OPERATING SUPPLIES	SWR	9.26
		OPERATING SUPPLIES	SWR	42.70
		OPERATING SUPPLIES	SWR	17.26
		OPERATING SUPPLIES	SWR	26.92
		OPERATING SUPPLIES	SWR	11.85
		PROFESSIONAL SERVICES	SWR	26.95
		PROFESSIONAL SERVICES	SWR	8.63
		PROFESSIONAL SERVICES	SWR	7.50
		PROFESSIONAL SERVICES	SWR	10.79
		OPERATING SUPPLIES	SAN	3.23
		OPERATING SUPPLIES	SAN	4.31
		OPERATING SUPPLIES	SAN	16.17
		WARRANT TOTAL		421.49
55274	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
55275	UNIVERSAL FIELD SVC INC	ENGINEERING SR-20	SWR	1,269.38
		WARRANT TOTAL		1,269.38
55276	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	73.45
		WARRANT TOTAL		73.45
55277	VALLEY AUTO SUPPLY	REPAIR/MAINT COMM CTR	PK	4.94
		OPERATING SUPPLIES	PK	52.08
		MAINTENANCE OF VEHICLES	SWR	61.45
		MAINTENANCE OF VEHICLES	SWR	19.95
		MAINTENANCE OF VEHICLES	SWR	9.70
		MAINTENANCE OF VEHICLES	SWR	6.25
		MAINTENANCE OF VEHICLES	SWR	26.09
		WARRANT TOTAL		180.46
55278	VERIZON NORTHWEST	TELEPHONE	JUD	182.76
		TELEPHONE	FIN	54.83
		TELEPHONE	FIN	456.90
		TELEPHONE	PLN	91.38
		TELEPHONE	ENG	91.38
		TELEPHONE	PD	923.12
		TELEPHONE	INSP	91.38
		TELEPHONE	SWR	42.57
		WARRANT TOTAL		1,934.32
55279	VIKING OFFICE PRODUCTS	SUPPLIES	LIB	204.37
		WARRANT TOTAL		204.37
55280	VISTEN, LESLIE	RETIRED MEDICAL	PD	388.00
		WARRANT TOTAL		388.00

CITY OF SEDRO-WOOLLEY
 BGTRAN WARRANT REGISTER
 08/24/05 10:14

PAGE 10

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55281	WAKEMAN, SCOTT	PROF SERVICES--HANDY MAN	CS	652.50
		WARRANT TOTAL		652.50
55282	WA ST ASSOC OF MUNICIPAL	MISC-TUITION/REGISTRATION	LGL	165.00
		WARRANT TOTAL		165.00
55283	WA ST DEPT OF LICENSING	MISC-DUES/SUBSCRIPTIONS	FIN	30.00
		WARRANT TOTAL		30.00
55284	WA ST DEPT OF LICENSING	MISC-DUES/SUBSCRIPTIONS	FIN	30.00
		WARRANT TOTAL		30.00
55285	WA STATE DEPT OF REVENUE	OFFICE/OPERATING SUPPLIES	PD	6.81
		TAXES AND ASSESSMENTS	PK	81.23
		TAXES AND ASSESSMENTS	CEM	85.12
		REPAIRS/MAINTENANCE	ST	109.18
		OPERATING SUPPLIES	ST	117.91
		SUPPLIES	LIB	5.90
		TAXES AND ASSESSMENTS	LIB	8.69
		BOOKS, PERIOD, RECORDS	LIB	3.63
		MACHINERY/EQUIP-OFFICE	LIB	64.46
		OPERATING SUPPLIES	SWR	6.08
		MISC-DUES/SUBSCRIPTIONS	SWR	1.21
		TAXES AND ASSESSMENTS	SWR	3,366.56
		MISC-DUES/SUBS & TUITN/REG	SAN	7.82
		TAXES & ASSESSMENTS	SAN	12,065.09
		WARRANT TOTAL		15,929.69
55286	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	120.00
		WARRANT TOTAL		120.00
55287	WOOD'S LOGGING SUPPLY INC	REPAIR/MAINT-EQUIP & BLDG	CEM	25.02
		REPAIR/MAINT-EQUIP & BLDG	CEM	4.96
		REPAIR/MAINT-EQUIP & BLDG	CEM	24.82
		OPERATING SUPPLIES	SWR	5.77
		OPERATING SUPPLIES	SAN	77.69
		WARRANT TOTAL		138.26
		GRAND TOTAL		167,033.92

CITY OF SEDRO-WOOLLEY
 BGTRAN WARRANT REGISTER
 08/24/05 10:14

DEPARTMENT	AMOUNT
001 000 011	129.59
001 000 012	5,783.95
001 000 013	187.71
001 000 014	1,018.64
001 000 015	1,941.38
001 000 018	944.48
001 000 019	906.38
001 000 020	860.97
001 000 021	21,541.73
001 000 022	10,160.19
001 000 024	496.96
001 000 051	1,000.00
001 000 062	59.39
FUND TOTAL	45,031.37
101 000 076	1,960.57
FUND TOTAL	1,960.57
102 000 036	447.93
FUND TOTAL	447.93
103 000 042	9,920.85
FUND TOTAL	9,920.85
104 000 042	4,848.21
FUND TOTAL	4,848.21
105 000 072	1,175.67
FUND TOTAL	1,175.67
332 000 082	9,331.87
FUND TOTAL	9,331.87
401 000 000	307.24
401 000 035	67,027.18
FUND TOTAL	67,334.42
412 000 037	14,605.03
FUND TOTAL	14,605.03
621 000 000	12,378.00
FUND TOTAL	12,378.00
UNDIST.	.00
TOTAL	167,033.92



Sedro-Woolley School District No. 101

801 Trail Road, Sedro-Woolley, WA 98284 • (360) 855-3500 • FAX (360) 855-3574

CITY COUNCIL AGENDA
REGULAR MEETING

August 8, 2005

AUG 24 2005

Mayor Sharon Dillon & Sedro-Woolley City Council
Sedro-Woolley City Hall
720 Murdock Street
Sedro-Woolley, WA 98284

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

Dear Mayor Dillon & SW City Council Members:

The Sedro-Woolley School District is requesting that the usage fee be waived for Sedro-Woolley School District affiliated classroom, program, students, or staff use of city park facilities for the 2005-06 school year, ending June 16. A number of our schools and district programs utilize the area parks for short-term field trips and picnics, especially during the nicer weather.

The schools will be revising the procedure for notifying the City of facility usage, by submitting a list prior to visits, of when classrooms or programs will be visiting city facilities. Should you require further information, please contact me.

Thank you in advance for your consideration of this request.

Sincerely,

Mark J. Venn
Superintendent

MARK J. VENN, *Superintendent*

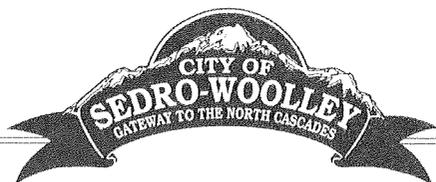
DARRELL R. HEISLER, *Executive Director of Human Resources & Technology*

KEVIN D. SULLIVAN, *Executive Director of Business & Operations*

KATHLEEN A. EHMAN, *Executive Director of Special Programs*

KEN S. AXELSON, *Executive Director of Student Learning & Instruction*

An Equal Opportunity Employer



CITY COUNCIL AGENDA
REGULAR MEETING

To: Sedro-Woolley City Council

From: Mayor Sharon D. Dillon *sd*

Date: August 10, 2005

Re: City Planner

AUG 24 2005

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

The city has been without a Planner for several months. We advertised and received applications. Out of the applications that we received, we interviewed three candidates.

Interview committee was Sharon Dillon, Tony Splane, Pat Huggins, Pat Hayden and Rick Blair. Patsy Nelson was present but did not participate in the questions asking or decision.

All candidates were excellent, the decision was not easy but the final candidates was Allen Rozema.

Allen is presently employed by the Swinomish Tribe. He comes to us with great skills and recommendations. I feel that he will be a good fit for the city.

Recommendation: Move to enter into an employment agreement with Allen Rozema for the position for Planner for the City of Sedro-Woolley effective September 6, 2005.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of September, 2005, by and between the City of Sedro-Woolley, State of Washington, a municipal corporation, here in after called "Employer," as party of the first part, and Allen Rozema, hereinafter called "Employee," as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as City Planner of the City of Sedro-Woolley; and

WHEREAS, it is the desire of the employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Employer to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to provide a just means for terminating Employee's serviced as such time as he may be unable fully to discharge his duties due to age or disability or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as Planner of said City of Sedro-Woolley;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ said Employee as Planner of said Employer to perform the functions and duties specified law, and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign.

Section 2. Term

A. The Employee serves at the pleasure of the Mayor. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this agreement.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4 of this agreement.

C. Employee agrees to remain in the exclusive employ of Employer for the period beginning September 6, 2005 and terminating August 31, 2008.

Section 3. Suspension

Employer may suspend the employee with full pay and benefits at any time during the term of this agreement

Section 4. Termination and Severance Pay

A. The Employer may terminate the Employee at any time, without cause, within the first six (6) months of employment, and shall be under no obligation to pay the employee severance pay as provided in this section.

B. In the event Employee is terminated by the Employer after the first six (6) months of employment, but before expiration of the aforesaid term of employment during such time that Employee is willing and able to perform his duties under this agreement, then the Employer agrees to pay Employee a lump sum cash payment equal to three (3) month's aggregate salary; provided, however, that in the event Employee is terminated for just cause, or because of his conviction of any illegal act involving personal gain to him, then the Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph. ("Just cause" shall include all matters that constitute grounds for disciplinary action as set forth in any personal policy manual of the Employer as now existing or hereinafter amended. The provisions of any personnel policy or other written or unwritten or unwritten custom or policy regarding termination shall not apply to the Employee, except for purposes of defining "just cause".)

C. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all department head Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provisions benefiting Employee herein then the Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the severance pay provisions, as his sole and exclusive remedy for such action.

D. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer thirty (30) days notice in advance, unless the parties otherwise agree.

E. In the event the Employer does not offer to renew this contract on the same or substantially equivalent terms at the end of the term of this agreement, and does not give the employee notice thereof at least sixty (60) days prior to the end of the term, the Employee may, at his option, be deemed to be "terminated" at the date of such non-renewal within the meaning and context of the severance pay provision.

Section 5. Disability

If Employee is unable to perform the essential duties of his job because of disability, sickness, accident, injury, mental incapacity, or health-related reasons for a period of sixty (60) days beyond any accrued sick leave, Employer shall have the option to terminate this agreement, without payment of severance pay specified in Section 4.

Section 6. Salary

Employer agrees to pay Employee for his services rendered pursuant hereto a base salary of \$4,157.00 per month for the first six (6) months of employment, and thereafter a base salary of \$4,583.00 per month, upon successful completion of probationary period and approval of Mayor, for the remainder of this contract, payable in installments at the same time as other Employees of the Employer are paid. Said salary shall cease upon termination of employment as provided in Sections 2 and 4.

In addition, Employer may increase said base salary and other benefits of Employee in such amounts and to such extent as the Employer may determine that it is desirable to do so, on the basis of an annual performance and salary review of said Employee, subject to the Employer's budgetary requirements and other relevant factors at that time.

Employer shall not at any time during the term of this agreement reduce the salary compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all department head employees of the Employer.

Section 7. Performance Evaluation

The Employer shall review and evaluate the performance of the Employee at least once annually. The Employer shall provide the employee with a summary written statement of the findings of the Employer and provide an adequate opportunity for the Employee to discuss his evaluation with the Employer.

Section 8. Hours of Work

The parties agree that this position is a professional position, and that payment is based on a monthly salary, and not on an hourly rate of compensation. It is recognized that Employee must devote a great deal of time outside the normal office hours of business of the Employer. The Employee shall not receive additional compensation or compensatory time for such work.

Section 9. Outside Activities

Employee shall not spend more than occasional periods of time, not to interfere with his regular employment, in teaching, counseling or other non-Employer connected business, and shall first obtain the prior approval of the Employer, which shall not be unreasonably withheld.

Section 10. Automobile

Employer shall provide Employee either the use of a City automobile for City purposes, or alternatively, compensation on a "per mile" basis for use of Employee's vehicle by Employee for City purposes at the same rate as applicable to other management employees of Employer.

Section 11. Vacation, Sick and Military Leave

Employee shall accrue, and have credited to his personal vacation account at the rate of 14 days per year for the first year of employment, provided, he will commence employment with five (5) days vacation pay credited to his account. Employee shall accrue and have credited to his account, sick leave at the same rate as other management employees of employer, excluding the police and fire departments. This rate is 12 days per year (8 hours per month) of employment.

Section 12. Health Insurance

A. Employer agrees to provide policies of medical insurance covering Employee and his dependents that are required by law or provided all other Non-LEOFF management employees of Employer and their dependants. The Employee shall pay the same co-pay insurance premiums as other management like level employees.

B. The Employee agrees to abide by the employer's policy regarding drug testing.

C. If in the future the Employer provides policies of life insurance or contributes to life insurance premiums for all other like management-level employees and their dependants, at such time the Employer shall make the same benefit available to the Employee

Section 13. Retirement

Employer agrees to provide retirement benefits for Employee as provided by law.

Section 14. Dues and Subscription

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the employer. These expenses shall be subject to prior approval of the Employer.

Section 15. Professional Development

Employer agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer. These expenses shall be subject to prior approval of the Employer.

Section 16. Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the good faith performance of Employee's duties as City Planning, except as may be caused by the intentional misconduct or criminal action of Employee. Employer will defend, compromise and settle any such claim or suit and pay the amount of any settlement of judgment rendered thereon.

Section 17. Other Terms and Conditions of Employment

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City ordinance or any other law.

B. All ordinances, regulations and rules of the Employer relating to vacation and such leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee, except as herein provided.

C. Employee shall reside in the Sedro-Woolley Urban Growth Area within twenty-four (24) months of the commencement of employment.

Section 18. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed to the last known address of the parties hereto. Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19. General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective upon commencement of employment of Employee.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Sedro-Woolley has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF SEDRO-WOOLLEY

EMPLOYEE

By: _____
Sharon Dillon, Mayor

Allen Rozema

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SEDRO-WOOLLEY

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

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 24 2005

To: Mayor and City Council

From: Pat Hayden

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

Date: 8/12/2005

Re: Request for Out-of-State Travel - Consent Agenda

The Washington State Association of Municipal Attorneys Fall 2005 conference/CLE program is in Coeur d'Alene, Idaho. I would like to attend this out of state conference (Afterwards, I intend to take some vacation days, and see my parents in Helena, Montana.) The conference is held twice each year, usually, though not always, in Washington State.

I request that I be approved for out-of-state lodging for this conference. I will pay transportation and meals, but ask that the City pay the tuition and hotel bill for two nights at the conference, as it has in the past. I have money in my budget for this conference.

CITY OF SEDRO-WOOLLEY

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-0771

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 24 2005

To: Mayor and City Council

From: STAFF *RBC*

Date: 8/12/2005

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

Re: Economic Development Grant

Background

This grant is for the project associated with improving truck access to Truck Vault, a Sedro-Woolley based business near the SR-20 / Township Street intersection.

The goal of the project is to add an access into the Truck Vault property from Polte Road by adding a driveway over the Skagit County (North Cascades) Trail. Also necessary would be to improve the Polte Road intersection to allow trucks greater ability to pull out onto Township back toward SR-20. This would allow Truck Vault to have an improved truck internal traffic pattern.

It is unclear at this point in time if this project is actually constructible due to the potential difficulties of the locations of two PSE transmission line poles (approximately \$50,000 each to move) and difficulties with the location and configuration of the existing railroad crossing at Township Street. Even though the railroad lines have not been used for many years, BNSF treats any line which hasn't been formally 'abandoned' as if it were a functioning live traffic line. There may be difficulties in dealing with BNSF on this expansion of an uncontrolled at-grade crossing.

The configuration we are first looking at is to leave the two PSE poles in place, and construct a 'pork chop' around them, and guide westbound north-turning traffic northeast of the poles. This then may create an issue with the existing railroad crossing not having enough width to accommodate a larger-radius curve from Polte Road onto northbound Township Street.

That being said, we will do the best we can to make this work for Truck Vault and the City.

Recommended Action

Authorize the Mayor to execute the attached agreement.



Skagit County

Administrative Services - Budget/Finance

Gary Rowe, County Administrator

Trisha Logue, CPA, Budget/Finance Administrator

August 2, 2005

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

Subject: Economic Development Public Facility Project Application

Dear Mayor Dillon,

Your requests for funding for the Polte Road Improvements project through the Distressed County Public Facilities Fund were reviewed by the Public Facilities Project Review Committee on June 29, 2005 and recommended for approval by the Board of County Commissioners on July 25, 2005. On behalf of the Board of Skagit County Commissioners, I am pleased to inform you that your projects were approved by Resolution # R20050271 on August 1, 2005.

Enclosed for your signature is the interlocal agreement for this project. After you have had the opportunity to read and sign it, please return it to the Commissioner's Office so that it can be routed for signatures here. If you would like a copy of the agreement with complete signatures, please let us know when you return it.

Congratulations on the selection of your projects. The County looks forward to their successful completion and the associated economic benefits.

Sincerely,

A handwritten signature in cursive script that reads "Gary Rowe".

Gary Rowe
County Administrator

Skagit County Commissioners Administrative Building

1800 Continental Place, Suite 100, Mount Vernon, WA 98273 Phone (360) 336-9300 Fax (360)336-9307

After Recording Return to:

**SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, SUITE 100
MOUNT VERNON, WA 98273**

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY AND CITY OF SEDRO-WOOLLEY**

THIS INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2005 between Skagit County, Washington (the “County”) and City of Sedro-Woolley, a Washington Municipal Corporation (the “Contractor”) pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

WHEREAS, the County is authorized by RCW 82.14.370 and Laws of 1999, Chapter 311 (collectively, the “Act”) to impose a sales and use tax not to exceed eight one-hundredths of one percent (0.08%) for the purpose of financing public facilities in the County (the “Tax”); and

WHEREAS, the County imposed the Tax at the maximum statutory rate pursuant to Ordinance No. 17478, adopted by the Board of Skagit County Commissioners on June 21, 1999; and

WHEREAS, the Act authorizes the County to deduct the amount of the Tax from the amount of tax otherwise required to be collected or paid over to the Department of Revenue under Chapter 82.08 or 82.12 RCW; and

WHEREAS, the County has relied on the Legislature’s express intent that the County impose the Tax and use it to finance public facilities for not longer than 25 years to promote the ongoing operation and expansion of business in rural distressed areas, to attract new businesses to rural distressed areas, to assist in the development of new businesses from within rural distressed areas, to provide family wage jobs to the citizens of rural distressed areas and to promote the development of communities of excellence in rural distressed areas; and

WHEREAS, the County has consulted with cities, towns and port districts within the County regarding the use of Tax proceeds; and

WHEREAS, an advisory committee appointed by the County convened on June 29, 2005 and reviewed 13 project applications for public facility funding, the aggregate sum of which was \$4,646,044; and

WHEREAS, the advisory committee recommended 8 project applications for funding totaling \$1,636,000; and the Board of County Commissioners added an additional project for approval bringing total funding to \$1,788,000; and

**Interlocal Agreement
Skagit County and City of Sedro-Woolley
Page 2**

WHEREAS, the advisory committee recommended the specific proposal, the Polte Road Improvements project (the “Project”) of the Contractor described herein for funding totaling \$152,000; and

WHEREAS, the recommendation for approval of the Project has been adopted by the Board of County Commissioners pursuant to Resolution No.R20050271, dated August 1, 2005; and

WHEREAS, the County and the Contractor by their respective governing bodies, have determined that it is in the best interest of each jurisdiction to cooperate in disbursing Tax proceeds received by the County pursuant to the Act; and

WHEREAS, pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW), the County and the Town are authorized to exercise their powers jointly and thereby maximize their abilities to provide services and facilities which will best fulfill common needs; and

WHEREAS, the Project complies with the Contractor’s Comprehensive Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Contractor agree as follows:

AGREEMENT

1. Effective Date/Duration:
This Agreement shall become effective on full execution hereof, and shall expire upon completion of the Project. Work on the project shall commence within (thirty) 30 calendar days of the effective date of this Agreement and shall be substantially complete within 24 months from the effective date of this Agreement. For the purposes of this paragraph, the term “substantially complete” shall mean “when the contract work has progressed to the extent that the Contracting Agency has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract.” Upon termination of this Agreement, all property acquired by the Contractor shall remain the Contractor’s property, with no obligation to pay the County therefore.

2. 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 or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 2.1 The County's representative shall be the Budget and Finance Administrator:

Trisha Logue
Skagit County
1800 Continental Place, Suite 100

Interlocal Agreement
Skagit County and City of Sedro-Woolley
Page 3

Mount Vernon, WA 98273

2.2 The Contractor's representative shall be:

Rick Blair
City Engineer
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

3. Purpose:

The purpose of this Agreement is to formalize a commitment whereby the County will allocate to the Contractor the sum specified herein, in consideration of which the Contractor will complete the Project (as defined below) upon the terms and conditions described herein.

4. Construction:

The Contractor agrees to design, construct and complete the project described herein. The County shall have no responsibility for the design or construction of said project and the Contractor shall have the sole authority to determine its design, construction, location, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.

5. Grant Amount/Project Reimbursement/Budget:

The County agrees to grant \$152,000 towards the total project cost estimated at \$160,000 representing approximately 95% of the total project cost. The Contractor acknowledges that such amount may be derived from Bond proceeds

Progress payments shall be submitted by the Contractor to the County for reimbursement of project costs, and shall be based upon progress billings. The County shall upon receipt of appropriate documentation, reimburse the Contractor within 60 days, but no more often than monthly, through the County voucher system.

Actual design and construction costs will be based upon contracts let for public bid pursuant to law. The Contractor will account for all expenditures made for the project. The application for Public Facility Funding, attached as **Exhibit A**, shall also be recognized as a part of this agreement. The Contractor hereby warrants and guarantees that said Project shall be completed

Interlocal Agreement
Skagit County and City of Sedro-Woolley
Page 4

as described herein notwithstanding any cost overruns incurred in the course of design or construction.

6. Right to Review:

This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials, which the County deems pertinent to the Agreement and its performance. The Contractor shall preserve and maintain all financial records for this project in a separate financial record from general operating or other project funds and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

7. Acknowledgement of Funding:

All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

8. Modifications:

This Agreement may be modified only by the written consent of each party.

9. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

10. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the

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Skagit County and City of Sedro-Woolley
Page 5

obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

11. Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.
12. No Separate Legal Entity:
No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. No joint oversight and administration board is created hereby. For purposes of RCW 39.34.030(4)(a), the Contractor's representative to administer the Project shall be Rick Blair.
13. Severability: If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
14. Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
15. Entire Agreement:
This written agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**Interlocal Agreement
Skagit County and City of Sedro-Woolley
Page 6**

IN WITNESS WHEREOF, the parties have signed this Agreement as of this _____ day of _____, 2005.

CONTRACTOR

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

Don Munks, Chairman

ATTEST:

Ted W. Anderson, Commissioner

Kenneth A. Dahlstedt, Commissioner

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Department Head

Budget/Finance Administrator

Risk Manager

APPROVED AS TO FORM:

Civil Deputy

ATTEST:

JoAnne Giesbrecht, Clerk of the Board



SKAGIT COUNTY ECONOMIC DEVELOPMENT PUBLIC FACILITY PROJECT APPLICATION

For Projects Funded by Skagit County's Economic Development Public
Facilities Distressed/Rural County Sales and Use Tax

Per Skagit County Code, Chapter 3.09 Distressed County Sales and Use Tax and
RCW 82.14.370 Local Option Sales and Use Tax

City of Sedro-Woolley

Rick Blair, City Engineer

720 Murdock Street

Sedro-Woolley

WA 98284

Telephone: 360-855-0771 Fax: 360-855-0733

Email: rblair@ci.sedro-woolley.wa.us

General Information

RCW 82.14.370 (3) Defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.

Polte Road Improvements

Project Type: Infrastructure construction – roads

Project Location: City of Sedro-Woolley – a 500-foot stretch of Polte Road and the intersection of Polte Road and Township Streets.

Project Date: Summer 2005

Project Description:

Realign and improve the intersection of Polte Road and Township Street in order to provide vehicle and truck access, support heavy truck traffic, and to provide adequate turning radius for an industrial business that needs a second access point in order to expand their business. Also includes reconstruction of approximately 500 feet of Polte Road to include repaving, sidewalks, trail resurfacing, and right-of-way acquisition. Skagit County has agreed to assist the City in providing access across the existing Cascade Trail property owned by Skagit County.

Required Resources

Provide a project budget that shows current and proposed funding that clearly illustrates the total funding required for the project from the Public Facilities fund. Specify any conditions attached to any funding sources.

Funding Requested from Distressed/Rural County Sales and Use Tax to Fund Public Facilities Projects in Skagit County	\$152,000
Amount Primary Sponsor/Organization is Contributing to the Project	\$8,000
Total Project Cost	\$160,000

Growth Management

RCW 82.14.370(3) (a), public facilities must be listed as an item in the officially adopted county/city overall economic development plan or economic development section of the county's/city's comprehensive plan. Under which plan is the proposed project contained? Please provide documentation that the project has been approved by the appropriate authority. (Resolution, ordinance, etc)

Sedro-Woolley Comprehensive Plan

➤ Is the project located in an Urban Growth Area? Yes

➤ What is the zoning on the proposed project site?

Mixed Commercial and Residential

Value Proposition

- How will this project improve local infrastructure capacity? Who much additional capacity will be provided for future development?

Street improvements in this area will provide an efficient alternative route to State Route 20. This is consistent with our Comprehensive Plan goal of installing infrastructure first in areas planned for industrial and dense residential use.

- Is this project supportive of a specific business? If so, how many?

The project will allow an existing industrial business (Truck Vault) who currently employs 40 people, to expand their current capabilities and increase their number of employees by up to an additional 40 people in the next 5 years.

The proposed infrastructure improvements will benefit adjacent commercial businesses in this area by providing much needed intersection and roadway improvements.

- Describe, in detail, how this project will result in the creation of jobs and/or allow for the retention of current jobs.

Truck Vault currently employs 40 people, and are planning to expand their current operations to increase the number of employees by up to 40 additional people in the next 5 years.

- Provide information on the following: (a) the average wage, including health care benefits, and the number of new employees; and/or (b) the average wage, including health care benefits, and the number of retained employees.

	Jobs Retained	Jobs Created 1 – 3 Years	Jobs Created 3 – 5 Years
Number of Jobs			Up to 40 additional
Average Wage		Average starting wage range \$10-\$17 per hour	Average starting wage range \$10-\$17 per hour
Benefits		Health Care	Health Care
Total Compensation			

Project Timeline

- Provide a timeline for the project, including project begin date and completion date.

Design anticipated: March 1, 2005 – April 30, 2005.

Ad: May 15, 2005

Bid Award: June 1, 2005

Construction: July 1 – August 30, 2005 (Approx 60 days)

This is the most progressive timeline achievable. Depending on actual needs, circumstances, and funding, this timeline may shift by 1 - 12 months.

- Is this a phased project? If yes, how many phases? Over how many years? For which phase is the requested funding being applied?

No.

- Summarize efforts you've taken to date regarding the project. What planning has taken place? Have engineering reports and feasibility studies been prepared? If so, describe them.

The City and Skagit County have been efforts to coordinate access across the existing Cascade Trail property owned by Skagit County.

Action Plan

- What quantifiable measures are you going to track to measure the success of the project?

To measure the success of this project, we intent to track:

Numbers of new employees over time;

Approximate payroll generated;

Sales tax revenue;

Apprenticeship and/or training opportunities.

Miscellaneous

Include information related to the project, if any, which would assist the Economic Development Advisory Committee and the Board of County Commissioners in evaluating the funding request, such as emergency declarations, bird-in-hand industry, volunteer efforts, links to other priority projects, etc.

Sedro-Woolley is rapidly becoming a bedroom community due to the relatively low price of residential land. The traditional timber-dependent economic base experienced a major decline twenty years ago from which it has never fully recovered. That trend continues with Weyerhaeuser's recent decision to close a portion of its hardwood plant employing 30 workers. Our economic diversification strategy is to:

- a) Attract small-to-medium employers in all sectors: industrial, commercial, retail;
- b) Assist existing businesses in expansion projects by providing adequate infrastructure

to meet their expansion needs;

c) Make the community more attractive to tourists, capitalizing on our location on the scenic byway of SR 20 at the intersection with SR 9; and

d) Strengthen the traditional downtown. This project will have spin-offs that benefit downtown because it is located just a few blocks outside of the Central Business District.

This project is consistent with the city's Comprehensive Plan for encouraging local business development opportunities and to create local employment, shopping and other urban service activities that reduce Sedro-Woolley's dependence upon other urban areas.

Sharon D. Dillon

6-13-05

Signature of Organization Representative

Date

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 24 2005

To: Mayor Dillon and City Council

From: Patsy Nelson *Patsy*

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

Date: 8/16/2005

Re: Set public hearing for proposed utility tax on cell phones

Background: At the last meeting, Councilmember Storrs requested City staff prepare a draft ordinance proposing the establishment of a six percent utility tax on cell phones within the City limits of Sedro-Woolley, as one component of a funding package for a new City Hall.

Recommendation: By motion set September 14, 2005, as the Public Hearing date for public input on the establishment of a six percent utility tax on cell phones.

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 24 2005

To: Mayor Dillon and City Council

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

From: Patsy Nelson *Patsy*

Date: 8/16/2005

Re: Skagit County Interlocal re: SR20 / Fruitdale Signalization

Background: The Public Facility Project Review Committee has approved the City's application for economic development funds for the SR20 / Fruitdale signalization. The grant is for \$150,000, which is 55% of the total project cost. Traffic impact fees will provide the balance of the project cost. This project will provide needed traffic improvements as a result of Janicki Industries expansion.

Recommendation: Authorize the Mayor to sign the attached Interlocal Agreement with Skagit County for improvements to the SR20 / Fruitdale intersection.



Skagit County
Administrative Services - Budget/Finance
Gary Rowe, County Administrator
Trisha Logue, CPA, Budget/Finance Administrator

August 2, 2005

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

Subject: Economic Development Public Facility Project Application

Dear Mayor Dillon,

Your requests for funding for the Fruitdale/SR 20 Signalization project through the Distressed County Public Facilities Fund were reviewed by the Public Facilities Project Review Committee on June 29, 2005 and recommended for approval. On behalf of the Board of Skagit County Commissioners, I am pleased to inform you that your projects were approved by Resolution #R20050271 on August 1, 2005.

Enclosed for your signature is the interlocal agreement for this project. After you have had the opportunity to read and sign it, please return it to the Commissioner's Office so that it can be routed for signatures here. If you would like a copy of the agreement with complete signatures, please let us know when you return it.

Congratulations on the selection of your projects. The County looks forward to their successful completion and the associated economic benefits.

Sincerely,

A handwritten signature in cursive script that reads "Gary Rowe".

Gary Rowe
County Administrator

Cc: Trisha Logue, Budget/Finance Administrator

After Recording Return to:

**SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, SUITE 100
MOUNT VERNON, WA 98273**

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY AND CITY OF SEDRO-WOOLLEY**

THIS INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2005 between Skagit County, Washington (the "County") and City of Sedro-Woolley, a Washington Municipal Corporation (the "Contractor") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

WHEREAS, the County is authorized by RCW 82.14.370 and Laws of 1999, Chapter 311 (collectively, the "Act") to impose a sales and use tax not to exceed eight one-hundredths of one percent (0.08%) for the purpose of financing public facilities in the County (the "Tax"); and

WHEREAS, the County imposed the Tax at the maximum statutory rate pursuant to Ordinance No. 17478, adopted by the Board of Skagit County Commissioners on June 21, 1999; and

WHEREAS, the Act authorizes the County to deduct the amount of the Tax from the amount of tax otherwise required to be collected or paid over to the Department of Revenue under Chapter 82.08 or 82.12 RCW; and

WHEREAS, the County has relied on the Legislature's express intent that the County impose the Tax and use it to finance public facilities for not longer than 25 years to promote the ongoing operation and expansion of business in rural distressed areas, to attract new businesses to rural distressed areas, to assist in the development of new businesses from within rural distressed areas, to provide family wage jobs to the citizens of rural distressed areas and to promote the development of communities of excellence in rural distressed areas; and

WHEREAS, the County has consulted with cities, towns and port districts within the County regarding the use of Tax proceeds; and

WHEREAS, an advisory committee appointed by the County convened on June 29, 2005 and reviewed 13 project applications for public facility funding, the aggregate sum of which was \$4,646,044; and

WHEREAS, the advisory committee recommended 8 project applications for funding totaling \$1,636,000; and the Board of County Commissioners added an additional project for approval bringing total funding to \$1,788,000; and

**Interlocal Agreement
Skagit County and City of Sedro-Woolley
Page 2**

WHEREAS, the advisory committee recommended the specific proposal, the Fruitdale/SR 20 Signalization project (the "Project") of the Contractor described herein for funding totaling \$150,000; and

WHEREAS, the recommendation for approval of the Project has been adopted by the Board of County Commissioners pursuant to Resolution No. R20050271, dated August 1, 2005; and

WHEREAS, the County and the Contractor by their respective governing bodies, have determined that it is in the best interest of each jurisdiction to cooperate in disbursing Tax proceeds received by the County pursuant to the Act; and

WHEREAS, pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW), the County and the Town are authorized to exercise their powers jointly and thereby maximize their abilities to provide services and facilities which will best fulfill common needs; and

WHEREAS, the Project complies with the Contractor's Comprehensive Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Contractor agree as follows:

AGREEMENT

1. Effective Date/Duration:

This Agreement shall become effective on full execution hereof, and shall expire upon completion of the Project. Work on the project shall commence within (thirty) 30 calendar days of the effective date of this Agreement and shall be substantially complete within 24 months from the effective date of this Agreement. For the purposes of this paragraph, the term "substantially complete" shall mean "when the contract work has progressed to the extent that the Contracting Agency has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract." Upon termination of this Agreement, all property acquired by the Contractor shall remain the Contractor's property, with no obligation to pay the County therefore.

2. 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 or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

2.1 The County's representative shall be the Budget and Finance Administrator:

Trisha Logue
Skagit County
1800 Continental Place, Suite 100

Interlocal Agreement
Skagit County and City of Sedro-Woolley
Page 3

Mount Vernon, WA 98273

2.2 The Contractor's representative shall be:

Rick Blair
City Engineer
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

3. Purpose:

The purpose of this Agreement is to formalize a commitment whereby the County will allocate to the Contractor the sum specified herein, in consideration of which the Contractor will complete the Project (as defined below) upon the terms and conditions described herein.

4. Construction:

The Contractor agrees to design, construct and complete the project described herein. The County shall have no responsibility for the design or construction of said project and the Contractor shall have the sole authority to determine its design, construction, location, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.

5. Grant Amount/Project Reimbursement/Budget:

The County agrees to grant \$150,000 towards the total project cost estimated at \$274,250 representing approximately 55% of the total project cost. The Contractor acknowledges that such amount may be derived from Bond proceeds

Progress payments shall be submitted by the Contractor to the County for reimbursement of project costs, and shall be based upon progress billings. The County shall upon receipt of appropriate documentation, reimburse the Contractor within 60 days, but no more often than monthly, through the County voucher system.

Actual design and construction costs will be based upon contracts let for public bid pursuant to law. The Contractor will account for all expenditures made for the project. The application for Public Facility Funding, attached as **Exhibit A**, shall also be recognized as a part of this agreement. The Contractor hereby warrants and guarantees that said Project shall be completed

Interlocal Agreement
Skagit County and City of Sedro-Woolley
Page 4

as described herein notwithstanding any cost overruns incurred in the course of design or construction.

6. Right to Review:

This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials, which the County deems pertinent to the Agreement and its performance. The Contractor shall preserve and maintain all financial records for this project in a separate financial record from general operating or other project funds and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

7. Acknowledgement of Funding:

All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

8. Modifications:

This Agreement may be modified only by the written consent of each party.

9. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

10. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the

Interlocal Agreement
Skagit County and City of Sedro-Woolley
Page 5

obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

11. Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.
12. No Separate Legal Entity:
No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. No joint oversight and administration board is created hereby. For purposes of RCW 39.34.030(4)(a), the Contractor's representative to administer the Project shall be Rick Blair.
13. Severability: If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
14. Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
15. Entire Agreement:
This written agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**Interlocal Agreement
Skagit County and City of Sedro-Woolley
Page 6**

IN WITNESS WHEREOF, the parties have signed this Agreement as of this _____ day of _____, 2005.

CONTRACTOR

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

Don Munks, Chairman

ATTEST:

Ted W. Anderson, Commissioner

Kenneth A. Dahlstedt, Commissioner

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Department Head

Budget/Finance Administrator

Risk Manager

APPROVED AS TO FORM:

Civil Deputy

ATTEST:

JoAnne Giesbrecht, Clerk of the Board



SKAGIT COUNTY ECONOMIC DEVELOPMENT PUBLIC FACILITY PROJECT APPLICATION

For Projects Funded by Skagit County's Economic Development Public
Facilities Distressed/Rural County Sales and Use Tax

Per Skagit County Code, Chapter 3.09 Distressed County Sales and Use Tax and
RCW 82.14.370 Local Option Sales and Use Tax

City of Sedro-Woolley Public Works

Rick Blair, City Engineer

720 Murdock Street

Sedro-Woolley

WA, 98284

Telephone: 360-855-0771 Fax: 360-855-0711

Email: rblair@ci.sedro-woolley.wa.us

General Information

RCW 82.14.370 (3) Defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.

Sawmill Site Redevelopment – transfer funding to Fruitdale Road / State Route 20 signalization project.

Project Type: Infrastructure construction – roads

Project Location: City of Sedro-Woolley – intersection of Fruitdale Road and State Route 20

Project Date: Summer 2005

Project Description:

This project will improve the intersection of Fruitdale Road and State Route 20 in order to improve access to Sedro-Woolley's eastern urban growth area, and in particular support the expansion of Janicki Industries, a growing employer in the area which employs approximately 385 people.

Required Resources

Provide a project budget that shows current and proposed funding that clearly illustrates the total funding required for the project from the Public Facilities fund. Specify any conditions attached to any funding sources.

Funding Requested from Distressed/Rural County Sales and Use Tax to Fund Public Facilities Projects in Skagit County	\$249,250 (transfer funding from approved "Sawmill Site Redevelopment Project)
----------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------

Amount Primary Sponsor/Organization is Contributing to the Project	\$25,000
--------------------------------------------------------------------	----------

Total Project Cost	\$274,250
--------------------	-----------

\$25,000 for traffic improvements from the City's transportation capital facilities funds. \$15,000 has already been spent on design costs.

Growth Management

RCW 82.14.370(3) (a), public facilities must be listed as an item in the officially adopted county/city overall economic development plan or economic development section of the county's/city's comprehensive plan. Under which plan is the proposed project contained? Please provide documentation that the project has been approved by the appropriate authority. (Resolution, ordinance, etc)

Sedro-Woolley Comprehensive Plan

- Is the project located in an Urban Growth Area? Yes

- What is the zoning on the proposed project site?

Industrial and Residential.

Value Proposition

- How will this project improve local infrastructure capacity? Who much additional capacity will be provided for future development?

This project will improve access to Sedro-Woolley's eastern urban growth area, and will improve the intersection of Fruitdale Road and SR-20, and McGarigle road and SR-9. The project will improve pedestrian and bicycle access and safety along the route. The project

will also provide congestion mitigation for SR20 and SR9 and will improve traffic safety. The project will also improve access to the North Cascades Gateway Center (Northern State complex) a major employment hub and future planned recreational facilities of regional significance.

➤ Is this project supportive of a specific business? If so, how many?
Janicki Industries, North Cascades Gateway Center, and the Sedro-Woolley School District.

➤ Describe, in detail, how this project will result in the creation of jobs and/or allow for the retention of current jobs.
Janicki Industries is currently constructing a new building at their existing facility to add additional employees and this project provides operational support and improves freight mobility for this growing business in Sedro-Woolley, expected to generate several hundred additional family-wage jobs over the next 5 years.

➤ Provide information on the following: (a) the average wage, including health care benefits, and the number of new employees; and/or (b) the average wage, including health care benefits, and the number of retained employees.

	Jobs Retained	Jobs Created 1 – 3 Years	Jobs Created 3 – 5 Years
Number of Jobs			
Average Wage	New employees average wage \$12.00 per hour Average wage of engineers is \$50,000.	New employees average wage \$12.00 per hour Average wage of engineers is \$50,000.	New employees average wage \$12.00 per hour Average wage of engineers is \$50,000.
Benefits	Health care	Health care	Health care
Total Compensation			

Project Timeline

- Provide a timeline for the project, including project begin date and completion date.

The design of the project is complete, the advertisement for receiving bids was March 21, 2005, the bid was awarded in April 2005 and construction is anticipated to take place between June 2005 to August 2005.

- Is this a phased project? If yes, how many phases? Over how many years? For which phase is the requested funding being applied?

No.

- Summarize efforts you've taken to date regarding the project. What planning has taken place? Have engineering reports and feasibility studies been prepared? If so, describe them.

The project design has been completed.

Action Plan

- What quantifiable measures are you going to track to measure the success of the project?

The City will track the number of new employees hired over time, the approximate payroll generated, the sales tax generated, and any apprenticeship and/or training opportunities created.

Miscellaneous

Include information related to the project, if any, which would assist the Economic Development Advisory Committee and the Board of County Commissioners in evaluating the funding request, such as emergency declarations, bird-in-hand industry, volunteer efforts, links to other priority projects, etc.

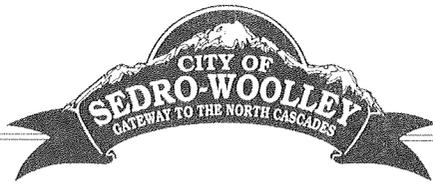
This project is consistent with the City's Comprehensive Plan for economic redevelopment of industrial sites as a priority instead of creating additional industrial sites.

Sharon D. O'Brien

6-13-05

Signature of Organization Representative

Date



CITY OF SEDRO-WOOLLEY

Sedro-Woolley Street Department
409 Alexander Street
Sedro-Woolley, WA 98284
Phone (360) 856-0151
Fax (360) 855-0707

DATE: August 15, 2005

TO: Mayor Sharon Dillon
Rick Blair, Public Works Director/City Engineer

FROM: Shane Walley
Ray Melton *[Signature]* *[Signature]*
Public Lands Division - Foremen

SUBJECT: BINGHAM PARK/MUNRO STREET PROJECT

**CITY COUNCIL AGENDA
REGULAR MEETING**

AUG 24 2005

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

The above subject project contract was originally approved by the Council for \$11,400 + tax. However, upon further evaluation of the project we felt it was warranted to remove more dangerous and dead trees along with the stumps (12 total) as well as the crumbling fireplace and fountain near the old park exit onto SR 20. The \$2,000.00 added expense is much cheaper than calling in equipment later as removing the trees approved previously would put all the high winds on the trees later determined should come out and one house was right in their path, in fact the trees had to be pulled away from the house when fell.

As for the \$600.00 charge for stacking the debris pile at the Sanitation Department, this is where the contractor was to dump all the debris from the Bingham Park/Munro Street project but couldn't because of the wide spread pile. The contractor restacked the original pile and kept the debris from the project stacked in keeping with his contract.

Please submit to the City Council for approval as feel it is \$2,600 well spent.

Thank you.

1422



Dills Construction
7737 Parker Rd.
Scott Dills
Sedro Woolley, WA 98284



360-854-7667

Cell: 360-770-6691

August 2, 2005

Invoice # 0529

City of Sedro Woolley
720 Murdock ST.
Sedro Woolley, WA 98284

RE: Bingham Park, Munro St. project

\ Bingham park Munro Street project as per contract \$ 11,400.00

Approved extras

- 1. 12 trees removed @ \$150.00 1800.00
- 2. Remove old fire pit. 200.00
- 3. Stack existing debris pile at Sanitation Department, In order to dump debris from the contract project. 600.00

Subtotal \$14,000.00
Tax .079 1,106.00
Total Due \$15,106.00

Cch S. D

Approved
~~STREETS~~ DEPT. EXPENSE
 Acct. # 595 10 50 01
 Approved By [Signature]
 Date 8-3-05



Dills Construction
Scott Dills
7737 Parker Rd.
Sedro Woolley, WA 98284



360-854-7667

Cell: 360-770-6691

February 28, 2005

City of Sedro Woolley
720 Murdock ST.
Sedro Woolley, WA 98284
Attn: Ray Melton

RE: Price quote for Bingham Park, Munro St. project

1. Take down all marked trees and excavate stumps	\$4,500.00
2. Grub root systems	800.00
3. Load and haul stumps and brush to dump site	3,500.00
4. Dispose of logs	0.00
5. Backfill stump holes with existing soil	700.00
6. Demolish existing toilet facility and load in container	450.00
7. Flag and barrel work area	750.00
8. Pile stumps at dump site	<u>700.00</u>

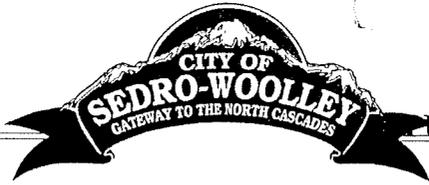
Total **\$11,400.00**

Thank you for the opportunity to quote this project. I hope to assist you with any of your other needs. You may reach me at 360-770-6691 if you have any questions or requests.

Sincerely,

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

Scott Dills



PUBLIC WORKS AGREEMENT

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and Dills Construction, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor proposal (if any), project plans and technical specifications:

See attached scope and quote.

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates Ray Melton as its Project Manager. Contractor designates Scott Dills as its Project Manager.

C. Business License: A City Business and Occupation License is required, and Contractor is responsible for payment of the taxes imposed thereunder.

D. Equal Employment Responsibilities: Contractor agrees that it shall actively solicit the employment of minority group members. Contractor further agrees that it shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section to the Project Manager. As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, Blacks, Women, Native Americans, Orientals, Eskimos, Aleuts, and Spanish Americans.

This subparagraph replaces section 1-07.11(1) through (10) of the General conditions. If this contract includes Federal funds, contractor must comply with the foregoing section of the General conditions.

E. **Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

F. **Bonding Requirements:** The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$25,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

G. **Insurance:** Contractor agrees to obtain liability insurance naming the City as an additional insured in amounts and in the form acceptable to the city, and to provide a Certificate of Insurance to this effect.

H. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the Traffic Engineer. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

A. The maximum payable hereunder is \$ 11,400 + Tax

B. The City agrees to pay the Contractor \$ 11,400 + Tax

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work within ten days of Notice to Proceed and will complete work on or before July 31, 2005.

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: Bingham Park Tree Removal

EXECUTED, this the 7 day of June, 2005, for the Contractor, CCM

CCM
Dills Construction, Contractor

EXECUTED, this the 25th day of May, 2005, for the CITY OF SEDRO-WOOLLEY:

Sharon Dillon
SHARON DILLON, Mayor

Attest:

Patsy K. Nelson
Finance Director

Approved as to form:

[Signature]
City Attorney

**TASK ORDER
SMALL WORKS**

Date: May 26, 2005

Department / Division: Streets – Public Lands

Contractor Name and Address: Dills Construction, 7737 Parker Road, Sedro-Woolley, WA,
98284.

Scope of Work: Remove Trees and debris as described in attached scope and quote.

Prevailing wage form will be submitted to the department in accordance with RCW
39.12.010

Contractor agrees to withholding of 50% of contract amount in accordance with RCW
39.08.010

Contractor will perform work in accordance with 2004 State of Washington, Department of
Transportation, Standard Specifications.

Payment Terms: _____

Insurance attached.

Contract bond attached (for projects over \$25,000).

Print Name:

Sign Name:

Ray Melton
Project Manager

Scott Dills
Contractor

Shana Walley
Department Head

[Signature]
[Signature]
[Signature]

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

_____ as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 2005.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____ Tree Removal at Bingham Park _____

_____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: Sharon Dillion
Mayor

Attest:
Patsy K. Nelson
Finance Director

Approved as to form:
[Signature]
City Attorney

Principal _____
Title: _____

For the Surety: _____

Name: _____
Title: _____
Address: _____

PRODUCER
Wallace & Associates
P.O. Box 405/200 Fairhaven
Burlington WA 98233
Phone: 360-755-0631 Fax: 360-755-9389

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Scott Dills D/B/A
Dills Construction
7737 Parker Rd
Sedro Woolley WA 98284

INSURER A: First Nat'l Ins Co of America
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap	01CG602246-2	07/15/04	07/15/06	EACH OCCURRENCE	\$ 300,000
					FIRE DAMAGE (Any one fire)	\$ 200,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 300,000
					GENERAL AGGREGATE	\$ 600,000
					PRODUCTS - COMP/OP AGG	\$ 600,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
This certificate confirms that the above named insured carries the coverages and limits as shown above in regards to their business operations.

CERTIFICATE HOLDER: N CITY OFS
City of Sedro Woolley
720 Murdock St.
Sedro Woolley WA 98284

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Jeff Rasar

AUG 24 2005

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

PROCLAMATION

UNITED WAY CAMPAIGN IN SKAGIT COUNTY SEPTEMBER, OCTOBER, NOVEMBER, 2005

WHEREAS, the citizens of _____ are characterized by their determination to help each other in times of need; and

WHEREAS, this spirit of caring for one another is expressed by volunteers working with the United Way of Skagit County to raise funds for health and human service needs; and

WHEREAS, there are many local non profit agencies that are supported by United Way so health and human service needs can be met; and

WHEREAS, the United Way Campaign is an effective and efficient way to raise funds to support the very important work of these agencies

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED BY THE CITY COUNCIL OF _____ that September, October and November are proclaimed "United Way Campaign Months" in _____. The Mayor and City Council encourage everyone in the community to step forward with vigor and generosity to help your fellow man by volunteering and contributing financially to the United Way.

IN TESTIMONY WHEREOF, WE HEREUNTO SET OUR HANDS AND AFFIX THE OFFICIAL SEAL OF OUR OFFICE THIS ___ DAY OF _____, 2005.

_____ City Council

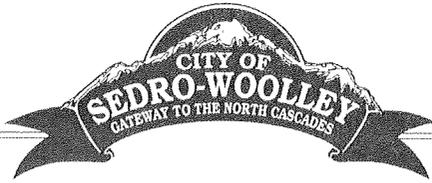
(seal)

_____, Washington

Mayor

City Council Members:

Attest: _____



CITY COUNCIL AGENDA
REGULAR MEETING

SUBJECT: PUBLIC COMMENT

AUG 24 2005

Name:
Address:
Narrative:

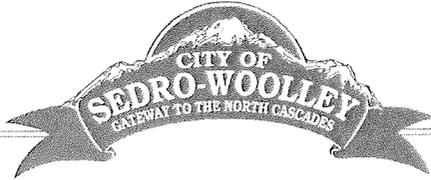
7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 5

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:



Memorandum

To: Mayor Dillon and Sedro-Woolley City Council
From: Patrick Hayden
Re: 2005 Comp. Plan and Dev. Reg. Update: 8-16-05 Public Hearing
Dated: August 15, 2005

The purpose of this memo is to provide some structure to the public hearing for the 2005 Comprehensive Plan ("CP") and Development Regulation ("DR") Update. The material accompanying this memorandum is also included in the 3-ring binder, but is in final form as attached.

The Planning Commission held a public hearing on August 16, 2005, and voted to recommend adoption of these amendments to the DRs and CP in principle, making only minor amendments at their last meeting. The minutes of the meeting (draft) are attached. The Planning Commission continued their meeting to August 23, to consider the final form of the Comprehensive Plan amendments. While I do not expect any substantive changes from the CP amendments in the three-ring binders which have been distributed, I will provide you with these "polished" versions on Monday in a form suitable for passage.

Zoning Map Amendments: I request that you vote on each zoning map amendment separately.

CP and DR Amendments: You may vote on *each* DR code chapter and CP plan amendment individually, or for *all* DR amendments as one vote, and all CP amendments as one vote.

This matter is scheduled for a public hearing at the August 24 City Council Meeting, after which the City Council should consider the amendments in light of the recommendation of the Planning Commission, and approve them for submission to CTED for 60 day review, or not, as you decide.

A. Withdrawn Rezone Applications:

Two applicants have withdrawn their rezone applications. The request of John Lange to rezone the golf course (at Fruitdale and McGarigle) to R-15 has been withdrawn by e-mail, and the request of Dr. Tim Howland to rezone the vet clinic (at Carter Road and SR-20) to Mixed Commercial has been withdrawn.

B. Pending Rezone Applications:

Maps are in the 3-ring binder. The following rezone applications are pending, and have been recommended for adoption by the majority of the planning commission:

1. Rezone of City Hammer Heritage Square (park) from Commercial to Public (Metcalf and Ferry);
2. Rezone of City FEMA property (across from Riverfront Park) from Residential R-7 to Public, for future park use;
3. Rezone of City Bingham Park from Residential R-7 to Public (to correct a mapping error);
4. Rezone of Skagit State Bank (at Carter and SR-20) from Residential R-7 to Mixed Commercial;
5. Rezone of Churchill Property (1422 Moore, SR-20 East of Carter) from Residential R-5 to Mixed Commercial;
6. Rezone of Koozer property from UR C/I to Mixed Commercial

C. Development Regulation Amendments:

The following development regulation amendments have been *recommended for adoption* by the planning commission:

1. Accessory Dwelling Units (SWMC Ch. 17.67): This is a new section that is intended to replace the “dependant relative cottage” section. It will allow infill, with some regulation. This is a controversial amendment, and has sparked controversy at the City Council level each time the Planning Commission sends it up for consideration.

The proposed ordinance requires that the owner reside in one of the units, though this may be hard to enforce. One possible amendment might be to require compliance with the design manual, and to amend the design manual at a later date to cover ADUs. Residential R-5 Zone (SWMC Ch. 17.08): Modifies “dependant relative cottage” to “accessory dwelling unit”. Residential R-7 Zone (SWMC Ch. 17.12): Modifies “dependant relative cottage” to “accessory dwelling unit”. Residential R-15 Zone (SWMC Ch. 17.16): Adds “accessory dwelling unit”.

These provisions are presented in a single “stand alone” ordinance for your consideration, and their adoption or rejection will not affect the remaining ordinances.

2. Title 17 Housekeeping Amendments: Mixed Commercial MC Zone (SWMC Ch. 17.20): Adds health facilities to permitted uses, and clarifies conditional uses to include all non-prohibited uses. *Note that “prohibited uses” has a circular reference. This may be too broad.* Allows 10 foot setbacks. Industrial I Zone (SWMC Ch. 17.28): Adds 10 foot setback. Sign Code (SWMC Ch. 17.40): Clarifies that signs must be externally lit only.

3. Landscaping (SWMC Ch. 17.50): This is a new landscaping ordinance, which completely replaces the former ordinance. It is more specific, and therefore presumably provides clearer guidelines to developers and is more easily enforced by the City. It addresses such things as aesthetics of storm water detention ponds. It does not apply to the CBD. This update is needed by the Planning Department.
4. Revision of SWMC 16.04.080, SWMC 16.12.060 and SWMC 16.28.050(9), allowing short plats of previously approved clustered developments with a variance from the requirement of connection to the sanitary sewer system. This amendment is proposed pursuant to the City Council request for the Brian Hanson property on F & S Grade Road, though it is possible that another property can take advantage of it. In addition, SWMC 16.28.050(9) is amended to prevent this ordinance from being used to create smaller lots, by requiring compliance with the minimum lot size in any zoning district.
5. Critical Areas Ordinance (SWMC Ch. 17.65): This is a complete rewrite of our Critical Areas Ordinance. The City staff met with a representative from the Department of Ecology and resolved their request for a 300 foot buffer in lieu of a functional standard to a 110 foot buffer, to be accompanied by a Sub-Area Plan for Brickyard Creek. The DOE staff was willing to accept this plan in lieu of larger buffers.

Brickyard Creek is the City's primary habitat area, wetland of significance, and is also a main storm water conduit. As with streets and sewer mains, the City may use this planning tool to provide for enhancement of the ability of Brickyard Creek to convey stormwater, and provide habitat at the expense of developers who are using it for stormwater conveyance, or who need to mitigate the elimination of wetlands. This plan will preempt the transfer of mitigation to other jurisdictions.

There is grant money available for the creation and implementation of a Brickyard Creek Sub-Area Plan. This Sub-Area Plan is being initiated at the Planning Commission level. It will take at least a year to finish it.

6. Storm Water Management Standards (SWMC Ch. 13.36) and Storm Water Maintenance Standards (SWMC Ch. 13.40): This amendment adopts the 2001 DOE Western Washington Storm Water Manual for all purposes except threshold determinations. SCWC 13.40.020 should refer to SWMC 13.36.070.
7. Design Manual (SWMC Ch. 15.44): Adoption of a permanent design manual for use with the Design Review procedures. This manual is not codified.
8. Zoning Map Ordinance: Reflecting the six proposed zoning changes above.
9. Impact Fee Ordinance (SWMC Ch. 16.60): This ordinance cannot be adopted until the 2005 transportation capital facilities plan is prepared. I expect that it will be ready for adoption as an interim plan and impact fee code in November, and as a final plan

and impact fee code in 2006. It was not available for inclusion in SEPA for this 2005 GMA update.

D. Comprehensive Plan Amendments:

(I am preparing a "clean" copy of the comprehensive plan amendments for the planning commission, for their August 23 meeting. I hope to provide this to each City Council Member by Monday. However, the content is in the 3 ring binders that you received. I do not expect any changes to the draft.)

1. Vision Statement: See binder.
2. Transportation Element: Waiting for Transpo Group work product, and probably moving to 2006.
3. Housing Element: Do you all have this?
4. Economic Development: This is a priority for the City. The purposes of the Comprehensive Plan amendments are to (a) support CBD improvements and growth, and (b) justify the inclusion of additional industrial and commercial lands into the UGA. This section of the plan needs the most work to clean up.
5. Land Use Element: Lots of clean-up work.
6. Utilities: The *2005 Sanitary Sewer Capital Facilities Plan* and *2005 Skagit County Comprehensive Solid Waste Plan Update* should be recognized as documents of significance upon which these amendments are based. However, they should not be incorporated into nor made part of the comprehensive plan.
7. Land Use Map Amendments: See A 1-6 above.

Dated this 19th day of August, 2005.

Patrick M. Hayden