

Next Ord: 1530-05
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

November 22, 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 #55886 to #56006 for \$504,628.16
 - Payroll Warrants #36802 to #36894 for \$130,853.32
 - c. Interlocal Agreement - Shared Small Works and Architects and Engineers Rosters
 - d. Waiver of Fees - SW Community Center - SW Cooperative Preschool - December 10th, 2005
 - e. Waiver of Fees - SW Community Center - Santa Breakfast - December 10th, 2005
 - f. Setting Public Hearing - 2005 Budget Amendment
 - g. Contract - Lisser & Associates for On-Call Professional Services
 - h. Contract Amendment - F&S Grade Road
 - i. Inter-Agency Agreement with King County
 - j. Lee Johnson & Sons Contracting Work on F&S Grade Sewer Extension at Jones
 - k. Use Agreement - North Cascade Gateway Center Property for Fire Practice
4. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARINGS

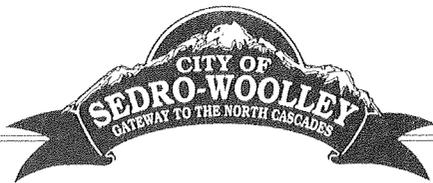
5. Rate Increase - Solid Waste
6. Ordinance - Property Tax Levy
7. Ordinance - 2006 Budget

OLD BUSINESS

NEW BUSINESS

8. Contract - Wood & Brush Disposal

EXECUTIVE SESSION/YES



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 22 2005

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

DATE: November 22, 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 November 22, 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.

NOV 22 2005

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
November 9, 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 Sharon Dillon, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Mike Anderson. Staff: Clerk/Treasurer Nelson, Planner Rozema, Attorney Hayden, Engineer Blair, Lt. Tucker and Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #55769 to \$55885 for \$766,773.51 (Voided Warrant #55771)
 - Payroll Warrants #36710 to #36801 for \$180,644.52
- Comp Plan Update Grant
- Setting Public Hearing – 2006 Budget Ordinance
- Setting Public Hearing – 2006 Property Tax
- Street Closure Request – Christmas Parade – December 3, 2005
- Interlocal Agreement – City of Wapato
- Contract – Flow Monitoring with Geotivity
- Community Center Rent Refund – Hunger

Councilmember Storrs moved to approve the consent calendar Items A through I.
Councilmember Meamber seconded. Motion carried.

Public Comment

None

PUBLIC HEARINGS

2005 Comprehensive Plan and Development Regulation Update

Attorney Hayden reviewed the process for the updates noting the information has been through public hearings at the Planning Commission level and has also been reviewed by the Department of Community Trade and Economic Development (C-TED).

a. Landscaping Ordinance, SWMC Ch. 15.70 (*Public Hearing*)

Hayden noted that the proposed ordinance strengthens the current landscaping code to impose a higher standard on new developments.

Mayor Dillon opened the public hearing at 7:05 P.M.

No public input received.

Mayor Dillon closed the public hearing at 7:06 P.M.

Councilmember Storrs moved to adopt the Landscaping Ordinance #1517-05 An Ordinance Repealing SWMC Ch. 17.50, Landscaping, in its Entirety, and Adopting a Complete New Chapter Relating to Landscaping, Providing for More Detailed Regulation of Landscaping Requirements for Developments, Excluding Those in the Central Business District and Solitary Single Family Residences. Seconded by Councilmember Lemley.

Roll Call Vote: Councilmember Meamber – No, Splane – Yes, Storrs – Yes, Colgan – Yes, Galbriath – Yes, Lemley – Yes and Anderson – Yes. Motion carried. (6-1 Councilmember Meamber opposed).

b. Design Standards Ordinance, SWMC Ch. 15.44 (*Public Hearing*)

Attorney Hayden reviewed changes in the Design Standards Ordinance. He noted the City has been operating under an interim ordinance for the past 6 months. The purpose is to allow staff to require developments to provide better parking, lighting and more grass areas. The ordinance requires developments larger than four lots to meet a higher level of design. It also includes design standards for the Central Business District.

Mayor Dillon opened the public hearing at 7:10 P.M.

No public input received.

Mayor Dillon closed the public hearing at 7:10.30 P.M.

Council discussion was held regarding the implementation of the Design Standards to include the role of the Planning Commission and flexibility.

Councilmember Anderson moved to adopt Ordinance No. 1518-05, An Ordinance of the City of Sedro-Woolley, Washington, Amending SWMC 15.44.025 and Adopting Design Standards and Guidelines for Use with SWMC 15.44 Design Review. Councilmember Splane seconded.

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

c. Zoning Map Ordinance (*Public Hearing*)

Attorney Hayden reviewed the rezone requests received as follows:

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.

Mayor Dillon opened the public hearing at 7:17 P.M.

No public input received.

Mayor Dillon closed the public hearing at 7:17.30 P.M.

Councilmember Galbraith moved to adopt Ordinance No. 1519-05 An Ordinance Amending the Comprehensive Land Use Plan and Zoning Map of the City of Sedro-Woolley for the 2005 GMA Comprehensive Plan and Development Regulations Update. Seconded by Councilmember Colgan.

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

d. Hanson Amendment – Short Plat with Sewer Variance Ordinance (*Public Hearing*)

Attorney Hayden reviewed the proposed ordinance that was written at the direction of Council and reviewed by C-TED to allow former clustered developments which were permitted under an older ordinance, no longer in effect, to be short platted and for the applicant to apply for a variance from the requirement of connection to sewer. The ordinance also allows for some housekeeping amendments. Hayden noted this ordinance would allow the Hanson's to apply for a variance for their short plat from the sewer requirement.

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

Louis Requa – Skagit Surveyors & Engineers, 806 Metcalf St., addressed the Council representing the Hanson's and presented background information on the Hanson situation. Requa questioned the need for them to apply for a variance and passed out a

portion of the City's Comprehensive Plan addressing Goal LU-3.3 stating not to approve developments that cannot be served by City transportation and sewer services. Requa cautioned that Council cannot adopt an ordinance that is not in compliance with the comprehensive plan. He also stated his office had been in contact with Doug Peterson of C-TED who indicated that it is OK for the City to announce a correction of the comp plan using an exception and to leave the comment period open for a period of time and to not adopt the plan until the following meeting. Requa pointed out that when the Hanson's started the process there was no sewer within 200 feet of their property and expressed concern of the wording in the proposed ordinance on sewer being reasonably available. Requa requested the Council strike "Section B" of the proposed ordinance and include the following wording for Section B:

"No variance to the Sanitary Sewer connection is required if the property subject to the plat is a clustered development previously approved under the applicable sections of Ordinance 133-99. Under the applicable sections of 133-99 consisting of two or more existing detached residences on one lot and each of the existing residences has an operating and functional existing on site sewage disposal system permitted under Skagit County code chapter 12.05. The number of lots shall not exceed the number of detached single family residences allowed under the clustered development provision."

Councilmembers questioned the cost for a variance and additional time for processing.

Attorney Hayden and Planner Rozema reviewed the process and the additional fee for a variance.

Requa summarized his request to the Council to make the comp plan consistent with the proposed ordinance and to strongly consider revising the ordinance so they do not have to go through a variance procedure.

Attorney Hayden rebutted the points that were made by Requa to include extension of the sewer line to within 200 feet of the Hanson property, inappropriateness of the process, extension of the comment period, the section of the comp plan referenced, C-TED's response of the City Comp Plan, determination of compliance which lies within the Growth Management Hearing Board, and variance's applicable to everyone. Hayden encouraged Council to not make any changes to the comp plan at this time.

Requa, again to the podium, handed out his proposed wording to the Council and stated his comment was for the comp plan to be consistent with development regulations.

Mayor Dillon closed the public hearing at 7:42 P.M.

Council and staff discussion ensued to include what consists of development, repercussions of striking the variance, and respect of the process.

Louis Requa – Skagit Surveyors & Engineers, 806 Metcalf, encouraged Council to take action so the Hanson’s can continue with their plans. Requa still questioned the need for a variance and also addressed the financial burden to the applicants.

Councilmember Anderson moved to adopt Ordinance #1520-05 An Ordinance Amending SWMC Section 16.04.080 and SWMC Section 16.12.060, To Provide For Variances From the Sanitary Sewer Requirement for Short Plats of Pre-Existing Clustered Developments, Consisting of Two or More Existing, Detached Residences on One Lot, Provided that he Plats Meet the Provisions of the Skagit County Code Governing Septic, and Correcting SWMC 16.28.050 (9) to Provide for Compliance with the Minimum Lot Size in Any District. Seconded by Councilmember Storrs.

Councilmember Meamber amended the motion to Ordinance No. 1520-05 to Exempt Brian Hanson from the Variance Requirement of this Ordinance. Seconded by Councilmember Galbraith. Motion denied 3-4. (Councilmembers Splane, Colgan, Lemley and Anderson opposed).

Mayor Dillon restated the original motion.

Roll Call Vote: Councilmember Anderson – Yes, Lemley – Yes, Galbraith – No., Colgan – Yes, Storrs – Yes, Splane – Yes and Meamber – No. Motion carried 5-2 (Councilmembers Galbraith and Meamber opposed).

e. Stormwater Management and Maintenance Ordinances (*Public Hearing*)

Attorney Hayden reviewed the proposed ordinance and noted that it amends rules that govern how developments retain stormwater and clean stormwater before discharging into the City system. The Department of Ecology has standards and the ordinance updates the existing ordinance to those standards.

Engineer Blair stated that this would help to set the City up for compliance but still maintain the rational approach. Blair noted that he will be continuing to work with DOE to make some exceptions on the Phase II permit. This will be a good faith effort towards the requirements.

Mayor Dillon opened the public hearing at 8:07 P.M.

Susie Williams – 1058 Wedmore Pl., addressed the Council regarding flaws in stormwater issues at Sauk Mountain Golf Course and Wildflower Estates. Williams requested stronger enforcement of stormwater issues to protect current homeowners.

Mayor Dillon closed the public hearing at 8:12 P.M.

Council discussion included upgrade of stormwater system at time of McGargile Road upgrades, and the need for a stormwater comprehensive plan to address stormwater issues.

Councilmember Storrs moved to adopt Ordinance No. 1521-05 An Ordinance Amending SWMC Chapter 13.36 and SWMC Chapter 13.40, Providing For the Adoption of the 2001 Edition of the Department of Ecology's Stormwater Management Manual for Western Washington (SWMMWW), With the Exception of Threshold Requirements, Which Shall Continue to be Regulated by the 1992 Edition of the SWMM. Councilmember Colgan seconded.

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

f. Title 17 Zoning Code Amendments (*Public Hearing*)

Attorney Hayden noted that the amendments are housekeeping amendments and have no major changes.

Mayor Dillon opened the public hearing at 8:24 P.M.

No public input received.

Mayor Dillon closed the public hearing at 8:24.30 P.M.

Councilmember Colgan moved to adopt Ordinance No. 1522-05 An Ordinance Amending Provisions of SWMC 17.20.010 Regarding Permitted and Conditional Uses in the MC Zone, SWMC 17.20.020 Regarding Building Setbacks in the Industrial Zone, and SWMC 17.40.020 Regarding Illuminated Signs. Seconded by Councilmember Splane.

Roll Call Vote: Councilmember Meamber – Yes (but not in favor of all of it), Splane – Yes, Storrs – Yes, Colgan – Yes, Galbraith – Yes, Lemley – Yes and Anderson – Yes. Motion carried.

EXECUTIVE SESSION

The meeting adjourned at 8:26 P.M. to Executive Session for the purpose of discussion of personnel with no decision anticipated for approximately 20 minutes.

The meeting reconvened at 8:52 P.M.

g. Critical Areas Ordinance (*Public Hearing*)

Attorney Hayden presented background information regarding the changes to the Critical Area Ordinance. He noted that current setbacks to Brickyard Creek are 50 foot setbacks with mitigation, proposed are 110 feet and Department of Ecology recommendation is 300 feet. He stated a compromise was made with Department of Ecology to a 110 feet setback where available. Brickyard Creek is the most significant critical area within the City limits. Hayden addressed on the proposed Brickyard Creek sub area plan.

Mayor Dillon opened the public hearing at 8:58 P.M.

Rob Janicki – 103 N. Township, spoke of other jurisdictions having a 50 foot setback with mitigation. He cautioned of special circumstances that could possibly come up and the need for flexibility.

Susie Williams – 1058 Wedmore Pl., addressed the protection of wetlands and Brickyard Creek, and urged Council to pass the ordinance with the 110 foot setback.

Louis Requa – Skagit Surveyors & Engineers, 806 Metcalf St., spoke on a map available at his office for the Sedro-Woolley Sub Flood Control District which was formed in 1917 that shows the creation of the drainage ditch (Brickyard Creek). He spoke of rerouting and cleaning of the ditch. Requa expressed concerns of the Critical Areas Ordinance looking at the Brickyard Creek as fish bearing and stated it is a well known fact that it was never a creek but a man-made drainage ditch. Requa cautioned Council on increasing the buffers and to take a good hard look at what the creek really is.

Susie Williams – made clarifications to Requa's statements regarding Brickyard Creek as a drainage ditch. Williams also addressed recorded documents at time of building the Club House at the golf course regarding no further building without the permission of Dike District 14. Williams requested the City research the restrictions she has addressed.

Adolph Bucko – addressed the Council regarding his property on F & S Grade Road and the effect the ordinance would have on his property. He noted that he would lose 2 acres of his property to the creek should the requirement of the 110 foot buffer be implemented. He also addressed the lack of fish and questioned the reason for protecting something that isn't there. Bucko stated he didn't believe that increasing the buffer would bring anymore fish to the creek and requested Council reconsider the buffer.

Joyce Tomasino – 704 Sauk Mountain Dr., addressed the Council regarding maintaining the creek as a drainage ditch and noted that first consideration should be the purpose it was put there, which is drainage.

Mayor Dillon closed the public hearing at 9:27 P.M.

Council discussion ensued on guidelines for setting the buffers, specific plan for Brickyard Creek which will address stormwater, review of goals for preparing the Brickyard Creek Sub Area Plan, the Bucko property and encouragement of citizens becoming part of the process.

Councilmember Storrs moved to adopt Ordinance No. 1523-05 An Ordinance of the City of Sedro-Woolley Repealing SWMC Ch. 17.65, The Existing Critical Areas Ordinance, In Its Entirety and Adopting An Updated Ordinance Providing for Regulation of Wetlands, Wildlife Habitat, Geologically Hazardous Areas, and Providing for A

Brickyard Creek Sub-Area Plan Addressing Wetlands, Habitat and Stormwater for this Basin. Councilmember Colgan seconded.

Councilmembers Anderson and Meamber expressed interest in lowering the setbacks. Attorney Hayden stated the purpose of the hearing was to fine tune details. Council had previously approved this ordinance and the response of DOE to any change is uncertain.

Discussion ensued on buffers, quality of mitigation and delineation of creek on Bucko property.

Mayor Dillon restated the motion.

Roll Call Vote: Councilmember Meamber – Yes, Splane – Yes (with reservations), Storrs – Yes, Colgan – Yes, Galbraith – Yes (with the understanding of mitigating each development with 110 feet as guideline), Lemley – Yes and Anderson – Yes. Motion carried.

h. Comprehensive Plan Ordinance (*Public Hearing*)

Attorney Hayden reviewed the proposed ordinance and reviewed updates to the Comprehensive Plan to include a revised Introduction, Vision Statement to include the Library, Land Use Element, Parks and Recreation Element and Housing Element. Hayden reviewed previous debate on the Parks Element over the Park Impact Fees. Attorney Hayden stated Councilmember Anderson has requested the Impact Fee amount be reconsidered.

Mayor Dillon opened the public hearing at 9:52 P.M.

No public input received.

Mayor Dillon closed the public hearing at 9:52.30 P.M.

Councilmember Anderson was questioned by Councilmember Meamber as to why he wanted to revisit the topic of the Parks Impact Fee. Anderson stated he requested reconsideration of the Impact Fee from \$500 to \$1,000 because he believes the City needs to keep up with the price of real estate and Council is letting the citizens down by not purchasing enough park land.

Councilmember Anderson moved to adopt Ordinance No. 1524-05 An Ordinance of the City of Sedro-Woolley, Washington Adopting Amendments to the Comprehensive Plan and Map and Urban Growth Area Map for the City of Sedro-Woolley to Revise and Incorporate Updated Land Use Data, Updating Information Throughout the Comprehensive Plan, and Amending the Goals and Policies and changing the impact fees as set in the ordinance from \$500 to \$1,000. Seconded by Councilmember Lemley.

Roll Call Vote: Councilmember Anderson – Yes, Lemley – Yes, Galbraith – No, Colgan – Yes, Storrs – Yes, Splane – No and Meamber – No. Motion carried 4-3 (Councilmembers Galbraith, Splane and Meamber opposed).

Transportation Element – 2005 Transportation Plan Interim Ordinance (Public Hearing combined)
Impact Fee Ordinance (Public Hearing combined)

Attorney Hayden reviewed background information on the Transportation Element and Impact Fees. He noted the importance of maintaining all projects on the Transportation Element in order to be able to obtain grants and developer SEPA contributions but they can be removed from the Impact Fee Ordinance without affecting the Comp Plan. Staff presented three options for a project list and reviewed the impact fees for each option.

Engineer Blair reviewed the restrictions and differences between SEPA and Impact Fees. Blair also spoke on the DOT standards for road improvements and light placement.

Mayor Dillon opened the public hearing at 10:05 P.M.

Brett Jackson – 936B Alexander St., addressed the impact to affordable housing should there be any raise in impact fees. Jackson also addressed the commercial impact fees and noted the fee has been effective in keeping businesses out of Sedro-Woolley and encouraged Council look at alternatives. He noted the focus is on a one time only fee without consideration of tax revenue received from a business locating in Sedro-Woolley. He stated the fee being a trip fee base is a flaw in the ordinance, if a business is not located in town and if people have to go elsewhere, the same wear and tear on the streets happens but the City does not receive the tax revenue.

Rob Janicki – 103 N. Township, cautioned of setting the impact fees too high and stated they need to be competitive with neighboring cities. He noted if the impact fees go into effect as presented Sedro-Woolley will be the highest within the jurisdictions that he has been working with. Janicki spoke on the need to have housetops in order to attract the commercial and pricing needs to be competitive. He also spoke of changes in associated fees over the past two years as well as the number of units allowed and suggested stepping of the impact fees over the next several years as a possible solution.

Velma Walker – 726 Northern Ave., encouraged Council to adopt the impact fees. She noted she lives on a street with lots of traffic, storm sewers that don't work, no sidewalks, curbs or gutters, and people using the railroad grade as a park. Walker addressed the loss of park space with lack of funding to obtain new parks and addressed the building boom expected after the lifting of the moratorium. She encouraged sewers, curbs, sidewalks, lighting, parks and the importance of raising fees.

Mayor Dillon closed the public hearing at 10:17 P.M.

Council discussion ensued to include stepping of impact fees, lack of commercial business, improvement grants for Highway 20, need for matching funds and the impact of Option B to the current bottleneck solution.

Larry Toleli of Transpo Group presented grant scenarios for the projects which were utilized in the transportation modeling. He also spoke of adjusting the list or accepting a percentage of the fees.

Attorney Hayden cautioned Council on approving a percentage of the fees because it negates the ability to collect SEPA fees.

Councilmember Storrs moved to adopt Ordinance No. 1525-05 An Ordinance of the City of Sedro-Woolley, Washington, Adopting a Transportation Plan Section of the Comprehensive Plan, to be Effective for a Period of Six Months, and Entering Findings of Fact, Using Scenario B as the Starting Point. Seconded by Councilmember Splane.

Roll Call Vote: Councilmember Meamber – No, Splane – Yes, Storrs – Yes, Colgan – Yes, Galbraith – Yes, Lemley – Yes and Anderson – Yes. Motion carried. 6-1 (Councilmember Meamber opposed).

Councilmember Anderson moved to adopt Ordinance No. 1526-05 An Interim Ordinance Repealing SWMC Ch. 16.60, and Adopting A New Chapter SWMC Ch. 15.60, Providing for Assessment of Impact Fees for Planned Capital Facilities, Providing for Credits for Other Mitigation of Impacts, and Providing for Appeals from Fee Determination, using for Park Impact Fees \$1,000 instead of \$500 and using Scenario B for Transportation Impact Fees. Councilmember Splane seconded.

Roll Call Vote: Councilmember Anderson – Yes, Lemley – Yes, Galbraith – No (due to inclusion of Park Fee), Colgan – Yes, Storrs – Yes, Splane – Yes and Meamber – No. Motion carried 5-2 (Councilmembers Galbraith and Meamber opposed).

Municipal Facilities Plan: City Hall and Cemetery – Interim Ordinance (*Public Hearing*)

Attorney Hayden noted the proposed ordinance is the continuance of an interim ordinance designed to keep the City Hall project on the capital facilities plan and also adds a Cemetery project. The purpose of the ordinance is to allow the City to use the tax money that will be set aside and also allows the applications of grants for both projects. Hayden stressed the ordinance does not include any decision as to the type of City Hall.

Mayor Dillon opened the public hearing at 10:41 P.M.

No public input received.

Mayor Dillon closed the public hearing at 10:42 P.M.

Councilmember Storrs moved to adopt Ordinance No. 1527-05 An Ordinance of the City of Sedro-Woolley, Washington, Adopting A Municipal Facilities Section of the Comprehensive Plan, to be Effective for a Period of Six Months, and Entering Findings of Fact. Seconded by Councilmember Colgan.

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

Sewer Moratorium – Extension – Interim Ordinance (*Public Hearing*)

Mayor Dillon noted the proposed ordinance is a continuance of an interim ordinance for extension of the sewer moratorium which has been in place for a year. The proposed interim ordinance will also remove a portion of the moratorium in the West part of the City.

Engineer Blair reviewed the proposed ordinance and noted the ordinance includes lifting part of the moratorium in the Garden of Eden area within the City Limits. Blair updated the Council on the N. Township sewer line.

Mayor Dillon opened the public hearing at 10:46 P.M.

No public input received.

Mayor Dillon closed the public hearing at 10:46.30 P.M.

Councilmember Lemley moved to adopt Ordinance No. 1528-05 An Interim Ordinance of the City of Sedro-Woolley Amending and Extending a Moratorium on Subdivision in Certain Areas Served by the Township Street and Metcalf Street Sewer Mains for a Period of Six Months and Requiring New Applications to be Accompanied by Confirmation from the Public Works Director that Line Capacity is Available in the western portion within the City Limits of the City of Sedro-Woolley. Councilmember Anderson seconded.

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

Capital Facilities Plan Amendments – Police and Fire (*Public Hearing*)

Attorney Hayden reviewed the proposed ordinance for the Police and Fire Capital Facilities Update.

Mayor Dillon opened the public hearing at 10:50 P.M.

No public input received.

Mayor Dillon closed the public hearing at 10:50.30 P.M.

Councilmember Storrs moved to adopt Ordinance No. 1529-05 An Interim Ordinance Adopting Amendments to the Capital Facilities Plan for Fire Facilities and Police Facilities, and Documenting Appropriate Mitigation Standards for Police Impacts. Councilmember Splane seconded.

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

OLD BUSINESS

None

NEW BUSINESS

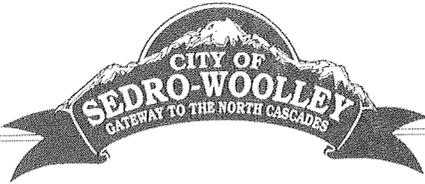
None

REPORTS FROM OFFICER AND COMMITTEES

None

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

The meeting adjourned at 10:52 P.M.



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 22 2005

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

DATE: November 22, 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 November 22, 2005.

Motion to approve Claim Vouchers #55886 to #56006 in the amount of \$504,628.16.

Motion to approve Payroll Warrants #36802 to #36894 in the amount of \$130,853.32.

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

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 11/22/2005 (Printed 11/18/2005 11:28)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55886	SKAGIT CO. SUPERIOR COURT	COLLECTION SERVICES	SWR	13.50
		COLLECTION SERVICES	SAN	13.50
		WARRANT TOTAL		27.00
55887	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	416.00
		MISC-FILING FEES/LIEN EXP	SAN	416.00
		WARRANT TOTAL		832.00
55888	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	120.00
		MISC-FILING FEES/LIEN EXP	SAN	120.00
		WARRANT TOTAL		256.00
55889	ADVANCE TRAVEL	TRAVEL/MEALS	FD	100.00
		TRAVEL/MEALS	FD	270.00
		TRAVEL/MEALS	FD	154.00
		TRAVEL/MEALS	FD	216.00
		WARRANT TOTAL		820.00
55890	ALL VALLEY TOWNING	PROFESSIONAL SERVICES	PD	178.04
		PROFESSIONAL SERVICES	PD	178.04
		PROFESSIONAL SERVICES	PD	377.65
		WARRANT TOTAL		733.73
55891	ALL-PHASE ELECTRIC	OPERATING SUPPLIES	CS	66.36
		REPAIR/MAINT - MHS	PK	84.49
		REPAIR/MAINTENANCE-EQUIP	ST	531.64
		OPERATING SUPPLIES	SWR	186.95
		WARRANT TOTAL		869.44
55892	ALLIANCE OFFICE PRODUCTS	OPERATING SUPPLIES	ST	23.20
		OPERATING SUPPLIES	ST	10.80
		WARRANT TOTAL		34.00
55893	AMAZON CREDIT PLAN	BOOKS SKAGIT COUNTY	LIB	304.26
		WARRANT TOTAL		304.26
55894	ALPINE FIRE & SAFETY	SAFETY EQUIPMENT	ST	24.76
		WARRANT TOTAL		24.76
55895	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	6,207.20
		WARRANT TOTAL		6,207.20
55896	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	73.12
		AUTO FUEL	PD	1,069.41
		AUTO FUEL/DIESEL	FD	296.90
		AUTO FUEL/DIESEL	PK	247.20
		AUTO FUEL/DIESEL	ST	275.13
		AUTO FUEL/DIESEL	SWR	296.11
		AUTO FUEL/DIESEL	SAN	1,506.35
		WARRANT TOTAL		3,844.22
55897	AT & T	TELEPHONE	JUD	.75

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	FIN	33.01
		TELEPHONE	LBL	28.54
		TELEPHONE	PLN	9.76
		TELEPHONE	ENG	.75
		TELEPHONE	INSP	3.76
		TELEPHONE	SWR	22.61
		WARRANT TOTAL		99.18
55898	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
55899	BANK OF AMERICA	OPERATING SUPPLIES	SWR	62.50
		WARRANT TOTAL		62.50
55900	BANK OF NEW YORK	BOND PRINCIPAL-G/O BONDS		100,000.00
		BOND PRINCIPAL-G/O BONDS		25,000.00
		BOND INTEREST-G/O BONDS		13,906.25
		BOND INTEREST-G/O BONDS		29,062.50
		BOND INTEREST		109,338.75
		WARRANT TOTAL		277,307.50
55901	BANK OF AMERICA	FIRE TRUCK	FD	26,818.42
		WARRANT TOTAL		26,818.42
55902	BANK OF AMERICA	POSTAGE	FD	2.79
		SUPPLIES & BOOKS	FD	25.00
		WARRANT TOTAL		27.79
55903	BAY CITY SUPPLY	OPERATING SUPPLIES	CS	134.51
		OPERATING SUPPLIES	PK	291.39
		OPERATING SUPPLIES	PK	70.22
		OPERATING SUPPLIES	PK	45.78
		REPAIR/MAINT-SENIOR CTR	PK	133.95
		REPAIR/MAINT - MHS	PK	66.93-
		SUPPLIES	LIB	10.83
		OPERATING SUPPLIES	SWR	106.20
		OPERATING SUPPLIES	SWR	80.16
		WARRANT TOTAL		886.11
55904	BEAUDARD, PATRICIA	MISC-TUITION/REGISTRATION	SWR	479.84
		WARRANT TOTAL		479.84
55905	BLARG! ONLINE SVC. INC.	TELEPHONE	FD	19.95
		WARRANT TOTAL		19.95
55906	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	28.23
		BALISTIC VESTS	PD	756.65
		BALISTIC VESTS	PD	10.34-

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		774.54
55907	BOYD'S RADIATOR SERVICE	REPAIRS/MAINT-EQUIP	SAN	1,036.92
		WARRANT TOTAL		1,036.92
55908	BRIM TRACTOR COMPANY INC	SMALL TOOLS & MINOR EQUIP	PK	36.79
		WARRANT TOTAL		36.79
55909	CASCADE CONCRETE	REPAIRS/MAINTENANCE	ST	632.29
		WARRANT TOTAL		632.29
35910	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	144.00
		PUBLIC UTILITIES	FD	799.49
		PUBLIC UTILITIES-COMM CTR	PK	76.77
		PUBLIC UTILITIES-SR CTR	PK	209.76
		PUBLIC UTILITIES-FOOD BANK	PK	32.16
		PUBLIC UTILITIES - HHS	PK	17.64
		PUBLIC UTILITIES	PK	168.14
		PUBLIC UTILITIES	ST	9.47
		PUBLIC UTILITIES	LIB	73.73
		PUBLIC UTILITIES	SWR	14.84
		PUBLIC UTILITIES	SAN	147.84
		WARRANT TOTAL		1,694.64
35911	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	14.57
		WARRANT TOTAL		14.57
35912	CHEVRON U.S.A., INC.	AUTO FUEL/DIESEL	FD	32.21
		WARRANT TOTAL		32.21
35913	CINTAS CORPORATION #460	UNIFORMS	FD	57.77
		UNIFORMS	FD	59.93
		UNIFORMS	FD	59.93
		WARRANT TOTAL		177.63
35914	CITIES INSURANCE ASSOC.	REPAIRS/MAINTENANCE	PK	1,000.00
		WARRANT TOTAL		1,000.00
35915	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	87.37
		WARRANT TOTAL		87.37
35916	COMMERCIAL PLUMBING INC	MAINTENANCE CONTRACTS	SWR	237.38
		WARRANT TOTAL		237.38
35917	COMMERCIAL FIRE PROTECTION INC.	REPAIR/MAINT-GARAGE	FD	317.74
		WARRANT TOTAL		317.74
35918	COOK PAGING (WA)	TELEPHONE	FD	6.56
		WARRANT TOTAL		6.56
35919	COUNTRYSIDE CHEVROLET	REPAIR & MAINT -- AUTO	PD	44.95
		REPAIR & MAINT -- AUTO	PD	391.00

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR & MAINT - AUTO	PD	82.00
		REPAIR & MAINT - AUTO	PD	985.22
		REPAIR & MAINT - AUTO	PD	31.02
		WARRANT TOTAL		1,534.99
55920	CROWN HOOD SERVICES	REPAIR/MAINT COMM CTR	PK	189.40
		WARRANT TOTAL		189.40
55921	CRYSTAL SPRINGS	SUPPLIES	LGS	13.90
		OPERATING SUPPLIES	CS	15.22
		OPERATING SUPPLIES	FD	37.21
		OPERATING SUPPLIES	PK	6.24
		OPERATING SUPPLIES	CEM	7.74
		OPERATING SUPPLIES	ST	15.22
		OPERATING SUPPLIES	SWR	39.00
		OPERATING SUPPLIES	SAN	25.77
		WARRANT TOTAL		160.38
55922	CUES	MAINTENANCE OF LINES	SWR	29.49
		WARRANT TOTAL		29.49
55923	DATA BASE	PROFESSIONAL SERVICES	JUD	15.00
		OFFICE/OPERATING SUPPLIES	PD	15.00
		WARRANT TOTAL		30.00
55924	DAY CREEK SAND & GRAVEL	REPAIR/MAINT-STREETS	ST	60.92
		REPAIR/MAINT-STREETS	ST	110.16
		REPAIR/MAINT-STREETS	ST	188.00
		MAINTENANCE OF LINES	SWR	98.35
		WARRANT TOTAL		465.51
55925	DESTINATION WIRELESS	TELEPHONE	PD	64.74
		TELEPHONE	ST	21.56
		TELEPHONE	ST	37.75
		OPERATING SUPPLIES	SWR	32.36
		WARRANT TOTAL		156.41
55926	DIMENSIONAL COMM, INC.	MACHINERY & EQUIPMENT	PD	231.12
		WARRANT TOTAL		231.12
55927	DIVERSINT	MACHINERY & EQUIPMENT	PD	69.06
		WARRANT TOTAL		69.06
55928	DIGITAL SYSTEMS & SOLUTNS	PROFESSIONAL SERVICES	FIN	24.01
		WARRANT TOTAL		24.01
55929	E & E LUMBER	OPERATING SUPPLIES	RV	12.90
		REPAIR/MAINT COMM CTR	PK	29.96
		REPAIR/MAINT COMM CTR	PK	15.49
		OPERATING SUPPLIES	PK	7.01
		OPERATING SUPPLIES	PK	.97
		OPERATING SUPPLIES	PK	11.30

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	ST	34.42
		SMALL TOOLS/MINOR EQUIP	ST	18.43
		SMALL TOOLS/MINOR EQUIP	ST	1.31
		REPAIR/MAINTENANCE-EQUIP	ST	2.15
		REPAIR/MAINTENANCE-EQUIP	ST	28.04
		OPERATING SUPPLIES	SWR	8.27
		OPERATING SUPPLIES	SWR	6.46
		OPERATING SUPPLIES	SWR	19.41
		WARRANT TOTAL		195.92
35930	EMERGENCY SVC CONSULT INC	PROFESSIONAL SERVICES	PD	9,382.50
		WARRANT TOTAL		9,382.50
35931	EMERGENCY MEDICAL	OPERATING SUPPLIES	FD	1,386.56
		OPERATING SUPPLIES	FD	9.45
		WARRANT TOTAL		1,396.01
35932	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	CIV	40.00
		WARRANT TOTAL		40.00
35933	FELLER HEATING & AIR COND	MAINTENANCE CONTRACTS	SWR	167.46
		WARRANT TOTAL		167.46
35934	FLOOR X FLOOR	REPAIR/MAINT COMM CTR	PK	6,443.63
		REPAIR/MAINT COMM CTR	PK	124.89
		WARRANT TOTAL		6,567.72
35935	GLENN B. ALLEN JEWELERS	OPERATING SUPPLIES	SWR	2.24
		WARRANT TOTAL		2.24
35936	GUARDIAN SECURITY	FIRE/THEFT PROTECTION	FD	25.00
		FIRE/THEFT PROTECTION	FD	86.32
		WARRANT TOTAL		111.32
35937	HACH COMPANY	OPERATING SUPPLIES	SWR	90.74
		WARRANT TOTAL		90.74
35938	HERB'S CHEVRON & TOWING	EQUIPMENT RENTAL	SWR	161.85
		WARRANT TOTAL		161.85
35939	HEWLETT PACKARD CO.	MACHINERY & EQUIPMENT	PD	248.17
		WARRANT TOTAL		248.17
35940	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	1,135.00
		HUMANE SOCIETY	PD	985.00
		HUMANE SOCIETY	PD	570.00
		WARRANT TOTAL		2,590.00
35941	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	180.63
		WARRANT TOTAL		180.63
35942	INGRAM LIBRARY SERVICES	BOOKS SKAGIT COUNTY	LIB	28.76

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BOOKS SKAGIT COUNTY	LIB	4.95
		BOOKS SKAGIT COUNTY	LIB	119.42
		BOOKS SKAGIT COUNTY	LIB	10.09
		BOOKS SKAGIT COUNTY	LIB	88.65
		BOOKS SKAGIT COUNTY	LIB	33.14
		BOOKS SKAGIT COUNTY	LIB	21.25
		BOOKS SKAGIT COUNTY	LIB	24.35
		BOOKS SKAGIT COUNTY	LIB	58.14
		BOOKS SKAGIT COUNTY	LIB	19.06
		BOOKS SKAGIT COUNTY	LIB	4.61
		BOOKS SKAGIT COUNTY	LIB	11.36
		BOOKS SKAGIT COUNTY	LIB	28.48
		BOOKS SKAGIT COUNTY	LIB	9.32
		BOOKS SKAGIT COUNTY	LIB	14.61
		BOOKS SKAGIT COUNTY	LIB	4.68
		BOOKS SKAGIT COUNTY	LIB	20.97
		BOOKS SKAGIT COUNTY	LIB	18.72
		WARRANT TOTAL		520.56
35943	INGRAM LIBRARY SERVICES	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
35944	ISOMEDIA.COM	TELEPHONE	FIN	8.74
		TELEPHONE	PLN	8.74
		TELEPHONE	ENG	8.74
		TELEPHONE	INSP	8.73
		TELEPHONE	LIB	39.95
		WARRANT TOTAL		74.90
35945	ROBERT S. JONES	ASSOCIATE'S FEES	JUD	250.00
		WARRANT TOTAL		250.00
35946	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	308.00
		WARRANT TOTAL		308.00
35947	LEE JOHNSON & SONS	OTHER IMPROVEMENTS	SWR	9,480.14
		WARRANT TOTAL		9,480.14
35948	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	ST	51.47
		REPAIR/MAINTENANCE-EQUIP	ST	26.14
		REPAIRS/MAINT-EQUIP	SAN	23.44
		WARRANT TOTAL		101.05
35949	MCNEILL POLYGRAPH & INVES	SPECIAL INVESTIGATIONS	PD	225.00
		WARRANT TOTAL		225.00
35950	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,500.00
		WARRANT TOTAL		2,500.00
35951	MEDTRONIC PHYSIO-CONTROL	OPERATING SUPPLIES	FD	152.19
		WARRANT TOTAL		152.19

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55952	MELTON, NEWELL R.	TRAVEL	ST	12.00
		WARRANT TOTAL		12.00
55953	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	262.58
		REPAIR/MAINT-STREETS	ST	139.85
		REPAIR/MAINT-STREETS	ST	264.56
		WARRANT TOTAL		666.99
55954	MOTOR TRUCKS, INC.	MAINTENANCE OF VEHICLES	SWR	4.00
		WARRANT TOTAL		4.00
55955	MUTUAL MATERIALS CO.	OPERATING SUPPLIES	ST	98.40
		WARRANT TOTAL		98.40
55956	NEWMAN SIGNS INC	OPERATING SUPPLIES	ST	1,150.70
		WARRANT TOTAL		1,150.70
55957	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	137.94
		WARRANT TOTAL		137.94
55958	NORTHWEST CASCADE INC.	OPERATING SUPPLIES	PK	66.70
		WARRANT TOTAL		66.70
55959	OFFICE DEPOT	SUPPLIES	FIN	111.91
		OFFICE/OPERATING SUPPLIES	PD	55.92
		OFFICE SUPPLIES	SWR	22.35
		OFFICE SUPPLIES	SWR	11.18
		WARRANT TOTAL		201.36
55960	OFFICE SYSTEMS	REPAIR/MAINTENANCE	JUD	129.48
		WARRANT TOTAL		129.48
55961	OLIVER-HAMMER CLOTHES	CLOTHING	PK	34.80
		CLOTHING	ST	52.63
		CLOTHING	SAN	35.59
		WARRANT TOTAL		123.02
55962	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	25.02
		MISC-LAUNDRY	PK	29.89
		MISC-LAUNDRY	PK	29.89
		MISC-LAUNDRY	PK	29.89
		MISC-LAUNDRY	CEM	15.18
		MISC-LAUNDRY	CEM	15.18
		MISC-LAUNDRY	ST	19.86
		MISC-LAUNDRY	ST	17.44
		MISC-LAUNDRY	ST	17.44
		LAUNDRY	SWR	19.50
		WARRANT TOTAL		219.29
55963	OUTWEST UNLIMITED	MISCELLANEOUS	CEM	240.00
		WARRANT TOTAL		240.00

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55964	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	487.91
		REPAIR & MAINT - AUTO	PD	487.91
		REPAIR/MAINTENANCE-EQUIP	ST	499.53
		REPAIR/MAINTENANCE-EQUIP	ST	768.61
		REPAIRS/MAINT-EQUIP	SAN	168.32
		WARRANT TOTAL		2,412.28
55965	PITNEY BOWES, INC.	SUPPLIES	FIN	183.39
		WARRANT TOTAL		183.39
55966	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	34.90
		PUBLIC UTILITIES	CS	27.88
		PUBLIC UTILITIES	FD	162.68
		PUBLIC UTILITIES	RV	148.56
		PUBLIC UTILITIES - HHS	PK	86.38
		PUBLIC UTILITIES	PK	320.67
		PUBLIC UTILITIES	CEM	41.95
		PUBLIC UTILITIES	ST	44.26
		PUBLIC UTILITIES	LIB	18.55
		PUBLIC UTILITIES	SWR	125.09
		PUBLIC UTILITIES	SAN	27.88
WARRANT TOTAL		1,038.90		
55967	REICHARDT & EBE ENG, INC	ENGINEERING - METCALF LINE	PWT	149.03
		ENGINEERING - METCALF LINE	PWT	8,846.19
		ENGINEERING-TOWNSHIP LINE	PWT	149.03
		ENGINEERING-TOWNSHIP LINE	PWT	370.74
		WARRANT TOTAL		9,514.99
55968	RONK BROTHERS, INC.	REPAIRS/MAINT-EQUIP	FD	91.72
		REPAIR/MAINT-SENIOR CTR	PK	103.38
		WARRANT TOTAL		195.10
55969	RODDA PAINT CO.	REPAIRS/MAINTENANCE	PK	50.11
		OPERATING SUPPLIES	SWR	188.39
		WARRANT TOTAL		238.50
55970	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	146.14
		WARRANT TOTAL		146.14
55971	SCOTT'S BOOKSTORE	BOOKS SKAGIT COUNTY	LIB	153.25
		WARRANT TOTAL		153.25
55972	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	5.29
		REPAIRS/MAINT-EQUIP	FD	1.92
		OPERATING SUPPLIES	CEM	5.13
		OPERATING SUPPLIES	ST	14.22
		SAFETY EQUIPMENT	ST	12.95
		SAFETY EQUIPMENT	ST	27.28
		REPAIR/MAINTENANCE-EQUIP	ST	15.54
		REPAIR/MAINTENANCE-EQUIP	ST	11.51
		REPAIR/MAINTENANCE-EQUIP	ST	4.33

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MAINTENANCE OF VEHICLES	SWR	5.05
		OPERATING SUPPLIES	SWR	38.52
		WARRANT TOTAL		141.74
55973	SEDRO-WOOLLEY GLASS	REPAIR/MAINT-TRAIN	PK	136.49
		WARRANT TOTAL		136.49
55974	SEDRO-WOOLLEY LOCK & KEY	REPAIR/MAINTENANCE	PD	72.29
		WARRANT TOTAL		72.29
55975	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		28,140.00
		WARRANT TOTAL		28,140.00
55976	SEDRO-WOOLLEY RODEO	S-W RIDING CLUB - RODEO	HOT	725.00
		WARRANT TOTAL		725.00
55977	SIERRA CLUB MEMBER SVC.	BOOKS SKAGIT COUNTY	LIB	12.00
		WARRANT TOTAL		12.00
55978	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	601.85
		WARRANT TOTAL		601.85
55979	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	36,395.00
		WARRANT TOTAL		36,395.00
55980	SKAGIT CO. PUBLIC WORKS	CONTRACTED OVERLAY	ST	3,249.93
		WARRANT TOTAL		3,249.93
55981	SKAGIT COUNTY SHERIFF	PRISONERS	PD	5,038.32
		WARRANT TOTAL		5,038.32
55982	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LSL	85.33
		WARRANT TOTAL		85.33
55983	SKAGIT CO. TRAINING	SUPPLIES & BOOKS	FD	75.00
		WARRANT TOTAL		75.00
55984	SKAGIT FARMERS SUPPLY	PROPANE	CEM	10.40
		OPERATING SUPPLIES-PROPANE	ST	6.38
		OPERATING SUPPLIES	SAN	55.21
		WARRANT TOTAL		71.99
55985	SKAGIT READY MIX, INC.	OPERATING SUPPLIES	ST	161.85
		REPAIR/MAINT SIDEWALK (REET)	ST	1,516.53
		WARRANT TOTAL		1,678.38
55986	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	217.50
		WARRANT TOTAL		217.50
55987	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	98.00
		ADVERTISING	FD	178.67
		WARRANT TOTAL		277.47

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55988	STATE AUDITOR'S OFFICE	STATE AUDITING	FIN	649.42
		WARRANT TOTAL		649.42
55989	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,666.67
		WARRANT TOTAL		2,666.67
55990	THUNDERBIRD LUBRICATIONS	AUTO FUEL/DIESEL	ST	149.85
		WARRANT TOTAL		149.85
55991	TRANSPD GROUP INC (THE)	PROFESSIONAL SERVICES	AST	22,903.08
		WARRANT TOTAL		22,903.08
55992	TRUE VALUE	OPERATING SUPPLIES	CS	53.04
		REPAIR & MAINTENANCE	CS	35.45
		REPAIRS/MAINT-EQUIP	FD	11.60
		OPERATING SUPPLIES	RV	17.52
		OPERATING SUPPLIES	RV	67.96
		OPERATING SUPPLIES	RV	10.34
		REPAIR/MAINT COMM CTR	PK	2.15
		OPERATING SUPPLIES	PK	86.18
		OPERATING SUPPLIES	PK	51.73
		OPERATING SUPPLIES	PK	7.63
		OPERATING SUPPLIES	PK	65.74
		OPERATING SUPPLIES	PK	6.45
		REPAIRS/MAINTENANCE	PK	4.63
		OPERATING SUPPLIES	SWR	7.54
		OPERATING SUPPLIES	SWR	7.53
		SMALL TOOLS & MINOR EQUIP	SWR	75.52
		OPERATING SUPPLIES	SAN	32.52
		OPERATING SUPPLIES	SAN	32.37
		WARRANT TOTAL		576.80
55993	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
55994	UNITED GENERAL HOSPITAL	PRISONERS	PD	164.00
		WARRANT TOTAL		164.00
55995	UNIVAR USA INC	MAINT - SOLIDS HANDLING	SWR	1,557.37
		MAINT - SOLIDS HANDLING	SWR	592.74
		MAINT - SOLIDS HANDLING	SWR	387.32
		WARRANT TOTAL		2,537.43
55996	UNIVERSAL FIELD SVC INC	ENGINEERING - SR20 LINE	PWT	2,697.64
		WARRANT TOTAL		2,697.64
55997	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	75.90
		WARRANT TOTAL		75.90
55998	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	170.37
		REPAIRS/MAINTENANCE	PK	64.14
		REPAIRS/MAINTENANCE	PK	6.02

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SMALL TOOLS & MINOR EQUIP	SWR	15.59
		WARRANT TOTAL		256.12
55999	VERIZON NORTHWEST	TELEPHONE	JUD	182.54
		TELEPHONE	FIN	456.35
		TELEPHONE	FIN	49.84
		TELEPHONE	PLN	91.27
		TELEPHONE	PLN	33.83
		TELEPHONE	ENG	91.27
		TELEPHONE	ENG	33.82
		TELEPHONE	PD	276.15
		TELEPHONE	PD	399.91
		TELEPHONE	INSP	91.28
		TELEPHONE	INSP	33.82
		TELEPHONE	RV	109.04
		TELEPHONE	SWR	42.61
		TELEPHONE	SWR	47.81
		WARRANT TOTAL		2,539.54
36000	WA STATE DEPT OF ECOLOGY	MISC-DUES/SUBSCRIPTIONS	SWR	30.00
		WARRANT TOTAL		30.00
36001	WA ST DEPT OF INFORMATION	DUES/SUBSCRIPTIONS	ENG	929.52
		WARRANT TOTAL		929.52
36002	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		4,465.44
		WARRANT TOTAL		4,465.44
36003	WASTE MANAGEMENT OF SKBT	RECYCLING FEE - HOUSEHOLD	SAN	502.00
		RECYCLING FEE - HOUSEHOLD	SAN	5,073.40
		WARRANT TOTAL		5,575.40
36004	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD	9.21
		REPAIRS/MAINT-EQUIP	FD	76.33
		SAFETY EQUIPMENT	CEM	54.78
		SAFETY EQUIPMENT	CEM	54.66
		SAFETY EQUIPMENT	ST	8.31
		SAFETY EQUIPMENT	ST	10.74
		REPAIRS/MAINT-EQUIP	SAN	35.93
		WARRANT TOTAL		249.96
36005	DB JOHNSON CONSTRUCTION INC.	BUILDING INSPECTIONS		514.00
		WARRANT TOTAL		514.00
36006	KLINGER, DENNIS	ZONING & SUB DIVISION FEES		15.00
		WARRANT TOTAL		15.00
		RUN TOTAL		504,628.16

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
11/22/2005 (Printed 11/18/2005 11:28)

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	78,579.33
101	PARK FUND	10,724.74
102	CEMETERY FUND	445.02
103	STREET FUND	10,548.30
104	ARTERIAL STREET FUND	22,903.00
105	LIBRARY FUND	1,313.76
100	STADIUM FUND	725.00
230	1996 G/O BOND REDEMPTION FUND	167,968.75
332	PWTF SEWER CONSTRUCTION FUND	12,212.63
401	SEWER FUND	15,559.81
407	1998 SEWER REVENUE BOND FUND	109,338.75
412	SOLID WASTE FUND	45,968.99
621	SUSPENSE FUND	20,140.00
TOTAL		504,628.16

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 11/22/2005 (Printed 11/18/2005 11:20)

DEPARTMENT	AMOUNT
001 000 000	4,994.44
001 000 011	112.78
001 000 012	6,120.72
001 000 014	1,774.74
001 000 015	113.87
001 000 016	40.00
001 000 018	611.20
001 000 019	177.74
001 000 020	1,090.24
001 000 021	30,971.10
001 000 022	31,790.92
001 000 024	171.73
001 000 062	601.85
FUND CURRENT EXPENSE FUND	78,579.33
101 000 076	10,724.74
FUND PARK FUND	10,724.74
102 000 036	445.02
FUND CEMETERY FUND	445.02
103 000 042	10,648.30
FUND STREET FUND	10,648.30
104 000 042	22,903.08
FUND ARTERIAL STREET FUND	22,903.08
105 000 072	1,313.76
FUND LIBRARY FUND	1,313.76
108 000 019	725.00
FUND STADIUM FUND	725.00
230 000 082	167,968.75
FUND 1996 G/O BOND REDEMPTION FUND	167,968.75
332 000 082	12,212.63
FUND PWWF SEWER CONSTRUCTION FUND	12,212.63
401 000 035	15,659.81
FUND SEWER FUND	15,659.81
407 000 082	109,338.75
FUND 1998 SEWER REVENUE BOND FUND	109,338.75
412 000 037	45,968.99
FUND SOLID WASTE FUND	45,968.99
621 000 000	28,140.00
FUND SUSPENSE FUND	28,140.00
TOTAL	504,628.16

CITY OF SEDRO-WOOLLEY

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

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 22 2005

To: Mayor and City Council

From: STAFF

Date: November 8, 2005

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

Re: Interlocal Agreement - Shared Small Works and Architects and Engineers Rosters

Situation

Should the City of Sedro-Woolley share jointly with many other northern Puget Sound agencies a joint Small Works Roster and a joint Architects and Engineers (Consultant) Roster hosted by the City of Lynnwood?

Background

The City of Sedro-Woolley by its nature and location is often challenged to find enough bidders for projects to qualify under State bidding rules for small projects. Anacortes likely suffers from the same issue. One motivation for sharing jointly with other Cities and Counties, is that more businesses will be inclined to apply for a shared roster with a wider client base.

Recently, the City of Anacortes and the City of Sedro-Woolley have been interested in a county-wide shared roster. In raising the issue with the County, it was found that the County was using Lynnwood's shared roster and had no interest in hosting a separate county-wide roster.

The other motivation behind partnering with the City of Lynnwood is that their shared roster has been a model for shared small works rosters across the state and beyond. It is web-based and easy for member agencies to use, as well as easy for applicants to use. Locally, Skagit County and Lake Whatcom Sewer and Water District are already using this roster, and Anacortes is looking into it.

Conclusion

This is a good move for the City of Sedro-Woolley. The City of Lynnwood handles pre-certification of all roster applicants by checking status of business licenses, etc.

This does not in any way preclude the City from having our own rosters, but does allow us to pull from Lynnwood's roster.

Recommend Action

Council approval for the Mayor to sign the interlocal agreement with the City of Lynnwood for the purpose of utilizing the shared Small Works and A & E Rosters hosted by the City of Lynnwood.

RJB:rjb

Attachments

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made and entered into this 23rd day of November, 2005 between the City of Lynnwood (“Lynnwood”) and the City of Sedro-Woolley (“joining agency.”) Pursuant to 39.34, the Interlocal Cooperation Act, the parties agree to a cooperative purchasing agreement to cover (a) the purchase of various supplies, materials, equipment and services, using each other’s competitively awarded contracts (b) using Lynnwood’s Shared Small Works Roster for a list of eligible public work contractors; or (c) participating in Lynnwood’s Shared Architects and Engineering Roster. Each of these three is available at the choice and option of the participating agency. Such use is not mandatory and no implication of mandatory use is intended through signing of this agreement, but instead this agreement is to permit the sharing of such services upon occasion and at such time as benefits the participating agencies. The parties agree to the following:

A. Supplies, materials, equipment and services

1. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.
2. Each agency is independently responsible for compliance with all applicable laws and regulations governing its own purchases.
3. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this Agreement.
4. Each of the parties shall contract directly with the bidder, contractor, vendor supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

B. Shared Small Works Roster

7. The City of Lynnwood is the lead agency.
8. The joining agency shall express an intent to the City of Lynnwood, to utilize the Shared Small Works Roster. Such expressed intent does not impose a mandatory or continuous use of the Roster, but simply establishes the eligibility to use the Roster upon the convenience and interest of the joining agency. This interest may be expressed to Lynnwood at any time.
9. The joining agency may use the Shared Small Works Roster that has been established and maintained by the City of Lynnwood, to select contractors for public work jobs up to \$200,000 in value or as otherwise limited by ordinance or law. The Shared Small Works Roster has been established for shared use by the City of Lynnwood and other public agencies.
10. The City of Lynnwood and the joining agency named herein shall each be independently responsible for their own and the contractor's compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other requirements appropriate.
11. The City of Lynnwood shall advertise the Roster annually on behalf of both parties, shall receive and review contractor applications, maintain the list of contractors, and make that list and the applications available to the joining agency. The joining agency shall be independently responsible to determine that the selected contractors are responsible contractors according to the decision and opinion of the joining agency. The City of Lynnwood shall make a preliminary determination of responsible contractors to include on the rosters, but the joining agency shall make its own determination of contractor responsibility in whatever manner that the joining agency feels is appropriate and consistent with applicable laws.
12. The City of Lynnwood and the joining agency shall each be independently responsible to conduct a quotation or bid process consistent with any ordinance, laws or requirements of their agency.
13. The City of Lynnwood and the joining agency shall each be independently responsible for issuing a contract and/or purchase order directly to the awarded contractor(s).
14. The City of Lynnwood does not accept responsibility or liability for the performance of any contractor used by the joining agency as a result of this Agreement.
15. Each agency shall be independently responsible for any payments directly to any contractor that is employed as a result of this Agreement.
16. The joining agency hereby agrees to indemnify and hold harmless the City of Lynnwood, its officers, employees and agents from any and all claims, actions, costs,

damages and expenses of any nature arising out of or in conjunction with any act authorized by this agreement.

C. Shared Architects & Engineers Roster

17. The City of Lynnwood is the lead agency.
18. The joining agency shall express intent in using the Shared A&E Roster. Such intent does not impose a mandatory or continuous use of the Roster, but simply establishes the eligibility to use the Roster upon the convenience and interest of the joining agency. This interest may be expressed to Lynnwood at any time.
19. The joining agency may use the Shared Architects & Engineers Roster that has been established and maintained by the City of Lynnwood, to select Architectural and Engineering firms for interviews and contracts in accord with all applicable laws and regulations governing its own purchases. The Shared Architects and Engineers Roster has been established for shared use by the City of Lynnwood and other public agencies.
20. The City of Lynnwood and the joining agency named herein shall each be independently responsible for their own and the firm's compliance with all additional or varying laws and regulations governing services, including all selection laws and any other requirements as appropriate.
21. The City of Lynnwood shall advertise the Roster annually on behalf of both parties, shall receive and review firm's applications, maintain the list of Architects and Engineers, and make that list, the applications, and the qualifications available to the joining agency. The joining agency shall be independently responsible to determine that the selected firms are responsible according to the decision and opinion of the joining agency. The City of Lynnwood shall make a preliminary determination of responsible contractors to include on the rosters, but the joining agency shall make it's own determination of contractor responsibility in whatever manner that the joining agency feels is appropriate and consistent with applicable laws.
22. The City of Lynnwood and the joining agency shall each be independently responsible to conduct a selection process consistent with any ordinance, laws or requirements of their agency.
23. The City of Lynnwood and the joining agency shall each be independently responsible for issuing a contract and/or purchase order directly to the awarded Architectural or Engineering firm.
24. The City of Lynnwood does not accept responsibility or liability for the performance of any Architect or Engineering firm used by the joining agency as a result of this Agreement.

25. Each agency shall be independently responsible for any payments directly to firm that is employed as a result of this Agreement.

26. The joining agency hereby agrees to indemnify and hold harmless the City of Lynnwood, its officers, employees and agents from any and all claims, actions, costs, damages and expenses of any nature arising out of or in conjunction with any act authorized by this agreement.

This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

Accepted for City of Sedro-Woolley:

Accepted for the City of Lynnwood:

Sharon D. Dillon
Mayor

Nancy Woods, C.P.M.
Purchasing & Contracts Manager

Date

Date



Sedro-Woolley Cooperative Preschool
PO Box 163
Sedro-Woolley, WA 98284
November 04, 2005

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

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 22 2005

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

CITY OF SEDRO-WOOLLEY
RECEIVED ON

NOV 14 2005

Time: _____
Initials: _____

Dear Council Members:

The Sedro Woolley Cooperative Preschool respectfully requests that the normal rental fee be waived for use of the Sedro Woolley Community Center on the evening of Saturday, December 10th, 2005.

Our cooperative is a non-profit preschool that has been serving Skagit Valley families since 1978. The parents, children and teachers work together to provide a satisfying learning experience for our children and a better understanding of early childhood development for our parents.

Thank you very much for your consideration.

Sincerely,



Julie Perryman
Sedro-Woolley Cooperative Preschool Secretary
(360)854-0268

November 3, 2005

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 22 2005

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

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

RE: Request for Waiver of Fees and Use of Community Center

Dear Mayor and Council:

With great pride, the Sedro-Woolley Christmas committee is once again planning the FREE Breakfast with Santa, which will be held Saturday, December 10, 2005. This free breakfast is open to children of all ages. Last year we served over 200 children and their parents.

This is a community service that creates a warm and wonderful memory for all those who attend. This is the first year the breakfast is being organized by the Sedro-Woolley Beta Sigma Phi Chapter; Preceptor Alpha Omega.

We sincerely request the Council waive any and all fees for use of the Community Center for this event.

There is no doubt, I'm sure that you will be very proud to be a part of this wonderful Christmas tradition. Should you have any further questions regarding the event, please feel free to contact me.

May peace and happiness surround you and yours in the holiday season.

Sincerely,



Vickie Newell
President
Preceptor Alpha Omega

NOV 22 2005

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

Memorandum

To: Mayor Dillon and City Council

From: Patsy Nelson, Clerk-Treasurer

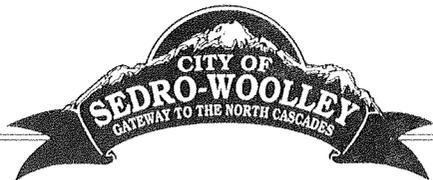
Patsy

Date: 11/17/2005

Re: 2005 Budget Amendment Hearing

Recommended Action

Move to set a public hearing on Wednesday, December 14, 2005 to consider amendments to the 2005 Budget.



CITY OF SEDRO-WOOLLEY

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

CITY COUNCIL AGENDA
REGULAR MEETING

DATE: May 25, 2005

TO: Mayor Sharon Dillon and City Council

NOV 22 2005

FROM: STAFF *[Signature]*

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

SUBJECT: Contract with Lisser & Associates for On-Call Professional Services

Issue:

Should the City Council authorize the Mayor to sign the contract with Lisser & Associates in the total amount of \$150,000 for on-call professional services, including projects related to the moratorium and critical sewer interceptor projects?

Background:

Attached is a general contract for services with Lisser & Associates for engineering and surveying consultant work.

The intent of this proposal is to set up a general "on-call" contract with Lisser & Associates, from which specific "task orders" will be executed. The maximum amount from all task orders under this contract will not exceed \$150,000. The purpose of using this method is to allow quicker response time and greater flexibility for reacting when project timelines become critical.

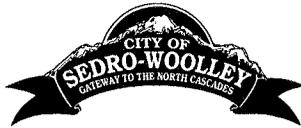
Work defined by task order(s) will consist of sewer design for the critical sewer interceptor projects in order to remedy the 'moratorium' condition on sewer into certain lines including SR-20 and the hospital, and may include some other tasks as well.

Recommended Action:

Motion authorizing the Mayor to sign a contract with Lisser & Associates for on-call professional services in the amount not to exceed \$150,000.

Thank you.

RJB:rjb



ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 05 - _____.
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 22ND day of November, 2005, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and Lisser & Associates whose address is 320 Milwaukee Street, PO Box 1109, Mount Vernon, WA 98273, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

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

from time to time ("on-call").

these services shall include Scope, Schedule, and Compensation as specified in "Task Order" format, provided that the total of all task orders does not exceed the maximum value as set forth in section 5 of this contract.

These services shall include:

see Attachment A, "Scope of Services"; or _____

2. Relationship of Parties.

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

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

as soon as practicable after the execution of this Agreement and subsequent Task Orders, work shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

completed not later than _____

pursuant to the schedule set forth on Attachment B, Schedule of Work.

pursuant to the schedule set forth in forthcoming Task Orders.

4. Delays and Extensions of Time.

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

5. Compensation and Schedule of Payments.

City shall pay the Contractor

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

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

\$ 150,000 _____ is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.

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

6. Ownership of Records and Documents.

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

7. Termination.

The term of this agreement shall be from the date signed through the date indicated in (3) above or December 31, 2009, whichever is later.

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

a) Material violation of this agreement.

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

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

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

8. Evaluation and Compliance with the Law.

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

9. City Business and Occupation License.

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

10. Liability and Hold Harmless.

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

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

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

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

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

12. Amendments.

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

13. Scope of Agreement.

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

14. Ratification.

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

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

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

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

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

DATED this _____ day of _____, 20____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

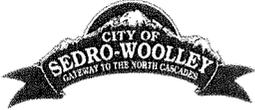
By: _____
Mayor

Attest:

City Clerk

CONTRACTOR:

By: _____



**EXHIBIT A
TASK ORDER
CITY OF SEDRO-WOOLLEY
ON-CALL SERVICES**

Task Order No. _____
Task Title _____
Consultant _____
Consultant Contact _____ Phone _____ Email _____
City Contact _____ Phone _____ Email _____
City Project No. _____ Budget (BARS) No. _____
Reimbursable? Yes, by _____
 No

DESCRIPTION OF TASK ASSIGNMENT

 Per attached Scope of Services
Site Address or Location _____

COMPENSATION

LUMP SUM – Compensation for services shall be a lump Sum of _____
 TIME AND MATERIAL – Compensation for these services will be on a Time and Materials basis, not to exceed _____ without written authorization.
 Approved budget attached (If applicable.)

SCHEDULE The Consultant shall complete the services described above:

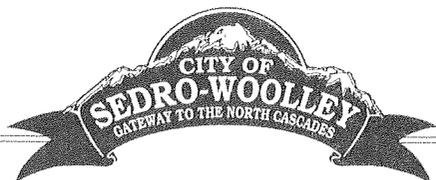
Within 90 days from notice to
 By proceed
 In accordance with the attached schedule.

All provisions of the Agreement for On-Call Engineering Services dated _____ shall be in full force and effect for this Task Order.

APPROVED

CITY OF SEDRO-WOOLLEY
By _____
Signature _____
Title _____
Date _____

CONSULTANT
By _____
Signature _____
Title _____
Date _____



CITY OF SEDRO-WOOLLEY

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

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

Date: November 16, 2005
To: Mayor Dillon and City Council
From: Debbie Allen, Wastewater Treatment Foreman 
Subject: **F&S Grade Road, Contract Amendment**

NOV 22 2005

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

Background Information:

On September 14th, the City Council authorized the installation of a dry sewer line under the new intersection on F&S Grade Road, near West Jones Road and Klinger Street. The contract included installation of 700 feet of main line, two manholes and three side sewers. The not to exceed amount was \$150,000 excluding tax and bond.

During construction, the following events occurred:

- Dennis Klinger approached the City about extending the sewer line an additional 280 feet in order to provide sewer to his properties. Dennis agreed to pay the City \$20,890 plus tax towards the extension. The City agreed to pay the additional costs knowing the sewer line would no longer be a dry line, and that connection fees would begin coming in soon.
- Eight additional side sewers were added.
- Lee Johnson & Sons encountered several logs in F&S Grade Road which complicated construction and escalated project costs.

The contract needs to be amended to reflect the total project cost; even through the City will be reimbursed \$20,890 plus tax. Project costs are currently at \$212,290 excluding tax and bond. We are still anticipating a bill for the road surface.

Recommended Action:

Authorize Mayor Dillon to sign the amended contract for the F&S Grade Road Sewer Improvements with a not to exceed amount of \$225,000 excluding tax and bond.

**PUBLIC WORKS AGREEMENT
SUPPLEMENT**

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and Lee Johnson & Sons (hereinafter the "Contractor") hereby agree that the original contract signed and dated August 31, 2004, will be amended with the following changes.

III. PAYMENT

A. The maximum payable hereunder is \$225,0000, excluding tax and bond

The remaining terms of the agreement shall remain unchanged.

EXECUTED, this the _____ day of _____, 2005, for the Contractor

Contractor

EXECUTED, this the _____ day of _____, 2005 for the CITY OF SEDRO-WOOLLEY:

SHARON DILLON, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

**PUBLIC WORKS AGREEMENT
SUPPLEMENT**

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and Lee Johnson & Sons (hereinafter the "Contractor") hereby agree that the original contract signed and dated August 31, 2004, will be amended with the following changes.

III. PAYMENT

A. The maximum payable hereunder is \$225,0000, excluding tax and bond

The remaining terms of the agreement shall remain unchanged.

EXECUTED, this the _____ day of _____, 2005, for the Contractor

Contractor

EXECUTED, this the _____ day of _____, 2005 for the CITY OF SEDRO-WOOLLEY:

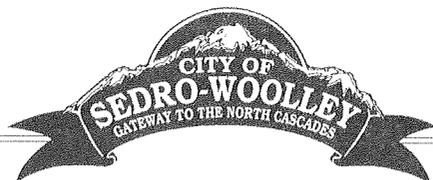
SHARON DILLON, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney



CITY OF SEDRO-WOOLLEY

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

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 22 2005

Date: November 17, 2005

To: Mayor Dillon and City Council

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

From: Debbie Allen, Wastewater Treatment Foreman

Subject: **Inter-Agency Agreement with King County**

Background Information:

The City of Sedro-Woolley has a Contract with Boulder Park Incorporated for the application of Biosolids on farmland in Douglas County. In turn, Boulder Park contracts with King County for the use of equipment to apply the Biosolids. Each City is responsible for their share of the King County equipment fees; therefore we must have an Inter-Agency Agreement with King County to cover our fees.

Recommended Action:

Authorize Mayor Dillon to sign the Inter-Agency agreement with King County for a period of five years, ending December 31, 2010, at the price of \$2.58 per applied ton of Biosolids.

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF SEDRO WOOLLEY AND KING COUNTY

FOR THE

UTILIZATION OF COUNTY-OWNED BIOSOLIDS APPLICATION EQUIPMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2005 between King County by and through its Department of Natural Resources and Parks (hereinafter "County) and the City of Sedro Woolley (hereinafter "City). This agreement is valid for a period of five years ending December 31, 2010 and must be renewed thereafter.

WHEREAS, biosolids are primarily organic solids resulting from wastewater treatment processes that can be beneficially recycled. Biosolids are a valuable commodity that can be utilized for its fertilizer and soil enhancement properties.

WHEREAS, the County through its Department of Natural Resources & Parks has a 2-year contract with Boulder Park, Inc. in Mansfield, WA (hereinafter "BPI") with an option of three, 2-year extensions for a total of 8 years. The current contract was initiated in May 2002 for the purpose of recycling biosolids on farmland in Douglas County. The contract has been extended through May 2006. As part of the BPI contract the County provides equipment, (see attached "Equipment Lease Rate Table") while BPI provides operation and maintenance of the equipment (see attached section 2-11 from contract #194846 for specific details).

WHEREAS, the City desires to enter into a contract with BPI utilizing some of the terms and conditions of the contract between the County and BPI. The City desires to utilize the biosolids application equipment provided by the County to BPI for the application of the City's biosolids in accordance with all applicable federal, state and local regulations and on properties separate from those previously utilized.

WHEREAS, the County and the City recognize that by supporting a regional approach to biosolids management through their memberships in the Northwest Biosolids Management Association (NBMA) they promote cooperation between regional jurisdictions, biosolids users, local permitting authorities and surrounding communities. Furthermore the County and the City recognize that it can be cost effective and an efficient use of public resources to enter into agreements associated with biosolids recycling projects.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to allow the City to utilize the biosolids application equipment currently provided to BPI by the County for the application of the County's biosolids, as described in contract #194846 "Beneficial Utilization of Municipal Biosolids Agreement".

2. **RESPONSIBILITIES OF PARTIES:**

A. County - The County agrees that it will, by and through its in-house staff, consultants or contractors perform the following:

- (1) Provide access/use by the City to all the equipment currently supplied to the BPI as part of the Boulder Park Soil Improvement Project, contract #194846.
- (2) All equipment will be maintained and operated by BPI per the contractual agreement between the County and BPI per contract #194846.
- (3) Equipment will be replaced and/or refurbished per an equipment replacement schedule which is part of the Rate Determination Table, (see attached, Equipment Lease Rate Table) which is incorporated by reference as if fully stated herein.

- B. City. The City agrees that it will, by and through its in-house staff, consultants or contractors perform the following:
- (1) Enter into a separate contract with BPI if it elects to utilize the County's equipment and understands that only BPI can operate and maintain the equipment.
 - (2) Will comply with all applicable federal, state and local regulations.
 - (3) Will secure and utilize different properties for the City's biosolids separate from those properties utilized at any time by the County for its biosolids.
 - (4) Will reimburse the County directly on an applied ton basis for the use of County equipment, maintained and operated by BPI, to apply the City's biosolids.
 - (5) The City will record the applied tons in a method that is clear and accurate to ensure that fair and proper reimbursement is rendered to the County. This record will be supplied to the County in a monthly statement.

3. BILLING AND PAYMENTS:

- A. The City will reimburse the County at a rate of **\$2.58 per applied ton**. The rate is based on equipment cost, replacement and depreciation divided by the County's average annual tonnage recycled at the project site. See Equipment Lease Rate Table for details.
- B. The City will submit a monthly statement to the County that clearly shows the number of tons applied and the date of application. The statement is due within 45 days of application and will be sent to:

King County Department of Natural Resources and Parks
Technology Assessment and Resource Recovery
Attn: Lisa Vogel
201 S. Jackson Street, KSC-NR-0512
Seattle, WA 98104-3855

- C. The County after receipt and verification of the statement will submit an invoice to the City for payment. The invoice will be sent to:

Debbie Allen
City of Sedro Woolley
720 Murdock Street
Sedro Woolley, WA 98284

- D. The City shall pay the invoice and will remit payment to:

Accounts Receivable
King County Department of Finance
821 Second Avenue, MS 74
Seattle, WA 98104-1598

4. AUDITS:

All payments and support documentation associated with payments to the County from the City shall be subject to audit as required by state and federal law and regulations. Adjustments to payments to the County will be made in accordance with audit findings and conclusions after discussions between the City and the County.

5. LIMITATIONS:

- A. Since the County operates on an annual adopted budget and cannot operate without this appropriation, the County cannot make assurances with regard to equipment availability beyond each calendar year.
- B. The County has first-right of usage as it relates to County provided equipment.

6. INDEMNIFICATION:

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the City shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the use of County equipment by BPI for the City or relating to the quality or delivery of the City's biosolids. In addition, the City shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such goods and/or services; shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse the County's payment of any sums reasonable to settle such litigation or claims. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the City or its subcontractors, and as respects the County only the City expressly waives all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

7. TERMINATION:

A. Convenience The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the City. After receipt of a Notice of Termination, and except as directed by the contract administrator and except as provided in 7.D. below, the City shall have 60 days to stop utilizing the County biosolids application equipment. The County accepts no liability or costs incurred by the City for such termination.

B. Non-Appropriation If expected or actual funding associated with the County's participation in activities necessary to provide the County's biosolids application equipment to BPI, the County may, upon written notice to the City, terminate this contract in whole or in part. Such termination shall be in addition to the County's rights to terminate for convenience or default.

C. Default In addition to termination for convenience, if the City fails to comply with any provisions within this Contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the City setting forth the manner in which the City is in default and the effective date of termination; provided, that the City shall have 30 calendar days to cure the default.

D. Termination of BPI Contract #194846 If the County determines that it may be forced to terminate its contract with BPI for contractual non-compliance, the County will give the City as much notification as practical. This notification may be less than 60 days. The County will work cooperatively with the City to find a replacement contractor if biosolids application operations are underway.

IN WITNESS WHEREOF, the City and the County have respectively signed this Memorandum of Agreement as of the day and year first above written.

CITY OF SEDRO WOOLLEY

KING COUNTY

Sharon D. Dillon, Mayor of City of Sedro Woolley

Pam Bissonnette, Director of Department of Natural Resources & Parks

Date

Date

Approved as to form only:

William E. Blakney, Deputy Prosecuting Attorney

Date

EQUIPMENT LEASE RATE TABLE 2005

Asset ID#	Description	Purchase Price /Current Worth	Use Life Of Asset	Residual Value of Asset	Deprec. Value	Annual Deprec.*
EWT032	1987 Peterbilt Tractor	\$20,000	20	\$3,000	\$17,000	\$850
EWTR15	1984 Fruehauf Tanker Trailer	\$10,000	10	\$2,000	\$8,000	\$800
EWP195	1992 GMC K-2500	\$21,613	8	\$3,000	\$18,613	\$2,327
EWP208	2002 Ford F250 4x4 Pickup	\$29,000	8	\$8,000	\$21,000	\$2,625
	2004 Ford F350 PU	\$35,000	8	\$9,000	\$26,000	\$3,250
EXP 118	1996 Ford F350 P/U	\$8,000	8	\$3,000	\$5,000	\$625
EWG035	1984 GMC Dump Trk (snowplow & sander eq)	\$20,361	15	\$12,000	\$8,361	\$557
EWL002	1998 950G Cat Wheel Loader w/5yd bucket	\$125,000	10	\$30,000	\$95,000	\$9,500
EWFT09	2001 STX275 Case/IH 4WD Tractor	\$106,000	10	\$25,000	\$81,000	\$8,100
EWFT10	2001 STX275 Case/IH 4WD Tractor	\$106,000	10	\$25,000	\$81,000	\$8,100
	2004 STX275 Case/IH 4WD Tractor	\$117,000	10	\$30,000	\$87,000	\$8,700
6943	1994 Honda Fourtrax	\$4,750	10	\$500	\$4,250	\$425
	2003 Cat 120H Road Grader	\$135,000	15	\$15,000	\$120,000	\$8,000
EWTE01	John Deere Subsoiler, 915 Ripper	\$12,000	10	\$5,000	\$7,000	\$700
EWSA14	2002 West Pt. Spread-All TR20T (8/02)	\$32,000	5	\$6,000	\$26,000	\$5,200
EWSA15	2003 West Pt. Spread-All (3/03)	\$32,000	5	\$6,000	\$26,000	\$5,200
	2005 West Pt. Spread-All (3/05)	\$32,000	5	\$6,000	\$26,000	\$5,200
EWTR69	1993 Witzco Challenger lowboy trailer	\$17,820	15	\$7,000	\$10,820	\$721
-----	Snowplow Blade	\$1,500	10	\$300	\$1,200	\$120
-----	Snowplow Blade	\$1,500	10	\$300	\$1,200	\$120
-----	Misc. Tools	\$6,000	10	\$0	\$6,000	\$600
-----	Office Lease	\$2,700	2	\$0	\$2,700	\$1,350
-----	Major Equipment Maintenance	\$12,000	1	\$0	\$12,000	\$12,000
Total Annual Depreciation						\$85,070
Rate per applied ton						\$2.58

*Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor shall fully cooperate with the County or its auditor(s) during audits and inspections, and provide all requested documentation.

3. If an audit is commenced more than sixty (60) days after the date of final Acceptance of Contract Work, the County Will give reasonable notice to the Contractor of the date on which the audit will begin.

B. Proof of Compliance with Contract

1. The Contractor shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

2-11 Other Matters

A. Use of contract by other Public Agencies

1. Other federal, state, county and local entities may utilize the terms and conditions established in this contract by contracting directly with the contractor, if the contractor and King County agree. Any agencies electing to utilize the application equipment provided as part of this contract, will be required to enter into an agreement with King County. King County accepts no responsibility or involvement in the contracts between the contractor and other Public Agencies.
2. Prior to any application activities with other Public Agencies, King County and BPI need to mutually agree in writing on the rate charged to other Public agencies for land application services.

CITY OF SEDRO-WOOLLEY

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

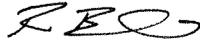
Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 22 2005

To: Mayor and City Council

From: STAFF



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

Date: November 22, 2005

Re: Motion – Lee Johnson & Sons Contracting work on F&S Grade Sewer Extension at Jones

Background

In trying to be proactive, the Public Works Department and City Council opted to hire Lee Johnson & Sons Contracting to install a sewer extension in F&S Grade Road.

Due to the fact that Johnson & Sons were the contractor conducting underground utility installation at the intersection of Jones/F&S Grade/Klinger anyway, it was logical to hire them for several reasons:

- o To have Johnson & Sons conduct the work would save on mobilization costs;
- o To hire another contractor which would be working in the same vicinity would be illogical due to coordination issues.
- o By using Time & Materials contracting and close City inspection, there is no incentive for bolstering or unfair unit costs due to lack of competition.

Situation

Due to the fact that a normal bidding situation was infeasible, the Council must make a resolution to that effect, in order to stay compliant with state bidding laws.

Recommended Action

Council moves that Lee Johnson & Sons was the only logical choice for the F&S Grade sewer extension in the vicinity of the Jones/F&S Grade/Klinger intersection work and to go out for public bid would have been a waste of public funds and had insurmountable logistic coordination issues.

RJB:rjb

CITY OF SEDRO-WOOLLEY

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

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 22 2005

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

To: Mayor and City Council

From: Todd Olson

Date: 11/15/2005

Re: Agreement to Use North Cascade Gateway Center Property for Fire Practice Nov. 28, Dec. 5, 19

Issue: Should the City Council approve an agreement with the State of Washington for the use of North Cascade Gateway Center, including a "hold Harmless" agreement?

Background: Todd Olson, Asst. Fire Chief, has made arrangements with NCGC to use the Denny Building as a practice facility for institutional rescue training.

Please see the attached letter and agreement.

Recommended Action: Motion authorizing Mayor Dillon to execute the accompanying agreement with the State of Washington.

REQUEST TO USE NCGC FACILITIES

Requirements:

- This request and attached Hold Harmless Agreement must be submitted to the GA Facility Manager in writing at least two weeks prior to the event.
- A responsible staff person must be assigned to stand fire watch during the event in any building without fire sprinklers, such as the Conference Center. This must be their only role.
- The requesting entity is responsible for all setup of chairs, tables and equipment, restroom and other supplies, and cleanup, including restrooms. Cleanup must be completed within 2 business days after the event ends, or sooner if another event is scheduled.
- No open flames are allowed including candles, cooking appliances with flames, and the like.
- Electrical output is limited, so cooking appliances, lights or other items that draw more than 15 amps are not allowed. Warming trays and coffee pots drawing 15 amps or less are allowed, but extension cords may be needed to spread the load among the various outlets.
- If alcohol is used, the requesting entity must obtain a banquet permit from the appropriate Skagit County authority.
- Keys will be available 2 business days prior to the event start, and must be returned to GA within 2 business days after the end of the event.

Name of Tenant Agency or Other Organization City of Sedro-Woolley Fire Department

Person responsible for event Todd Olson Daytime phone 855-2252 Date 11/17/05
(print name of representative from tenant agency)

I have given a completed copy of this request to my agency director, named Dean Klinger

Date(s) of event 11/28 12/5, 19 Date of setup 11/28 12/5, 19 Date of cleanup 11/28 12/5, 19

Hours of event 7 PM - 10 PM Number of attendees 15-20

Name of program staff to stand fire watch, if applicable _____ Title or position _____

Description of event activities including how it supports the entity's program

SEE ATTACHED

(continue on back)

GA FACILITY MANAGER: APPROVED DISAPPROVED _____

Signature

Comments _____

A signed HOLD HARMLESS AGREEMENT is attached

FOR EMERGENCY ASSISTANCE DURING AN EVENT, CALL THE POWERHOUSE AT 360-856-3160



City of Sedro-Woolley Fire Department

Dean Klinger, Chief
220 Munro Street
Sedro-Woolley, WA 98284

(360) 855-2252 • Fax (360) 855-0196

To: Dan Singleton, Facility Manager
From: Todd Olson, Assistant Chief
Date: November 3, 2005

The Sedro-Woolley Fire Department is interested in using the Denny Building for training. The proposed dates are as follows: November 28th, December 5th & 19th. I hope future dates may be a possibility.

The use of this facility will be a great value to our department's training. A large building with many rooms simulates apartments, nursing homes, and/or the hospital. We consider these as Target Hazards due to the high hazard to life. If there ever was a fire in any of these type of facilities the better trained we are the more lives could be saved.

Our intent is to practice ICS system (NIMS), size-up, strategies & tactics, search & rescue, ladder operations, ventilation using artificial smoke (smoke machine) and positive pressure fans to ventilate. When laddering the building we will be placing the ladders near windows and simulate breaking windows for ventilation or for entry or egress points.

Search and rescue operations: we will be marking doors with red construction crayons, first taping a piece of paper where the marking will be placed as to our SOGs. All paper will be removed after the drill and properly disposed of. A fire may be simulated by using red flashing lights and hose line may be stretched through the building but there will be no water flow through the nozzles inside the building.

This training is important in protecting the citizens we serve and the use of your facility enhances the realistic aspect of this valuable training. We greatly appreciate your cooperation with us in meeting our department goal in providing high quality trained personnel to protect our community.

Sincerely

Todd Olson
Assistant Chief

HOLD HARMLESS AGREEMENT
FOR USE OF
STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
PROPERTY

THIS AGREEMENT is between City of Sedro-Woolley and the
State of Washington, Department of General Administration. The parties agree as
follows:

In consideration of the *State of Washington, Department of General
Administration* allowing City of Sedro-Woolley to use the NCGC
facility named: Denny Building,
expressly agrees to hold harmless and indemnify the *State of Washington, Department
of General Administration* and all of its officers, agents, employees or otherwise, from
any and all liability, loss or damage including reasonable costs of defense that they may
suffer as a result of claims, demands, action, or damages to any and all persons or
property, costs or judgments against the *State of Washington, Department of General
Administration* which result from, arise out of, or are in any way connected with the use
of the *State of Washington, Department of General Administration* property by
_____.

These indemnifications, hold harmless, and nonliability provisions do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omission of the **State of Washington, Department of General Administration**, its employees or agents.

This agreement covers the date(s) 11/28 12/5 & 12/19/2005.

This agreement shall remain in effect until terminated in writing by either party.

Signature of Tenant Agency Director or Designee

Address

Print Name of Above

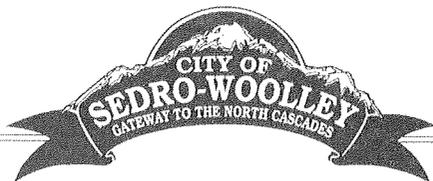
City, State, Zip Code

Date

**STATE OF WASHINGTON,
DEPARTMENT OF GENERAL ADMINISTRATION**

Dan Singleton, NCGC Facility Manager
Division of State Services

Date



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 22 2005

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

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

PUBLIC HEARING(S)



NOV 22 2005

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

Memorandum

To: City Council, Mayor Dillon, Rick Blair, and Patsy Nelson
From: Leo Jacobs, Solid Waste Foreman
Date: 11/17/2005
Re: Rate increase

Situation: We will need to consider the possibility of a residential price increase due to many factors that has come up in 2005. The factors include,

- All petroleum related products have increased and in the case of diesel prices have doubled within the last year and are still climbing.
- Washington State has as of July 1, 2005 raised the diesel tax by another .03 cents this is one of several increases over the next several years, for a total of .023 in the next 4 years possible.
- Related products to petroleum include, our residential toters, shipping of products,
- All fleet and maintenance repairs are increasing.
- The increased current population and the predicted residential growth as soon as the moratorium is lifted.
- Metal prices have soared from about August of 2004 till present and have only in the last thirty days stopped increasing and have leveled off.
- Recycling disposal has went up 80 % of the CPI index which for 2005 is about 2.37% this has happened for the last several years and will continue to increase at a rate of about 2% for the next 4 years.

Background: We have been able to keep prices steady for the last 10 years through routing efficiencies, streamlining of the department and no increased staff. Our last increase was to provide a residential totter system that has been an excellent choice. It was .34 cents added as a rental fee it was not a rate increase. This increase request is due to outside forces beyond our control, such as inflationary pressures, higher prices for fuel, increased population. We need to increase rates to continue at current service levels. I have put together the best scenario for your consideration.

On page 2 you will find the scenario to be considered with \$1.50 being the lowest and \$2.75 being the highest increase. All revenues come from the same fund so raising the fees by using the garbage rates or recycling rates will not matter, it will go to the same revenue stream. These new rates if approved can also properly fund the ERR so trucks may be replaced on schedule.

Recommended Action: Staff recommends council approval to accept the rate increase of attachment A as of January 2nd 2006

Implementation: Staff recommends Council to increase the rates beginning January 1st 2006

10/26/2010 10:59:39 AM

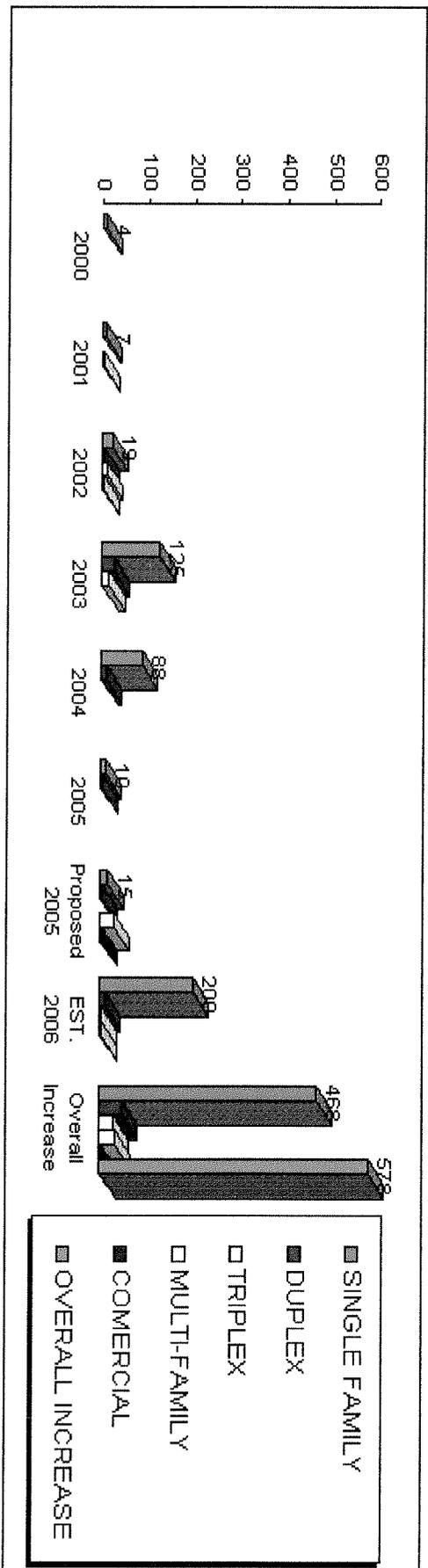
SIZE	NUMBER	RATE	MONTHLY REVENUE	INCREASE	NEW RATE	NEW MO. REV.	DIF.
20 GAL	486	\$6.00	\$2,916.00	\$1.50	\$7.50	\$3,645.00	\$729
32 GAL	1,647	\$12.93	\$21,295.71	\$2.00	\$14.93	\$24,589.71	\$3,294
68 GAL	690	\$19.53	\$13,475.70	\$2.50	\$22.03	\$15,200.70	\$1,725
96 GAL	35	\$26.95	\$943.25	\$2.75	\$29.70	\$1,039.50	\$96
LOW INC. 32	50	\$10.34	\$517.00	\$1.60	\$11.94	\$597.00	\$80
LOW INC. 20	88	\$4.80	\$422.40	\$1.20	\$6.00	\$528.00	\$108
COMM. 32	44	\$15.00	\$660.00	\$2.00	\$17.00	\$748.00	\$88
COMM. 68	21	\$25.00	\$525.00	\$2.50	\$27.50	\$577.50	\$52
COMM. 96	21	\$35.00	\$735.00	\$2.75	\$37.75	\$792.75	\$37
TOTALS	3082		\$41,510.06			\$47,718.16	\$6,208
RECYCLING (SINGLE FAM.)	2,996	\$2.25	\$6,741.00	\$0.25	\$2.50	\$7,490.00	\$749
FUEL SURCHARGE	3085			\$1.00	\$1.00	\$3,085.00	\$3,085
TOTAL MO. REV..						\$58,293.16	\$10,042

Collection Rates in Skagit County for 2005

Local Area	Approx Population	Residential Collection Rates					Commercial Collection Rates ³		
		Mini-can	32 gal	2 cans	3 cans	Recycling	1 yard/wk	2 yards/wk	4 yards/wk
Anacortes	14,557	\$7.00	\$13.00	\$23.00	\$33.00	\$3.00/single multi-family \$2.50	\$92.00 (1.5 yd.)	\$113.00	\$155.00 (3 yd)
Burlington Before	6,757	\$7.80	\$13.40	\$19.50	\$N/A	\$2.25	\$ No info	\$ No info	\$ No info
Burlington after Waste Management	6,757	\$6.83	\$9.66	\$14.71	\$19.76	\$2.25	\$61.04	\$95.73	\$171.81
Mount Vernon	26,232	\$7.56	\$15.12	\$27.24	45.36	\$2.25	\$63.00	\$100.80	\$174.60
Sedro-Woolley	8,658	\$6.00	\$13.27	\$19.87	27.29	\$2.25	\$68.20	\$92.40	\$184.80
Waste Management Service Area	46,775	\$11.40	\$13.20	\$19.80	\$26.40	\$6.50	\$50.66	\$78.37	\$134.66

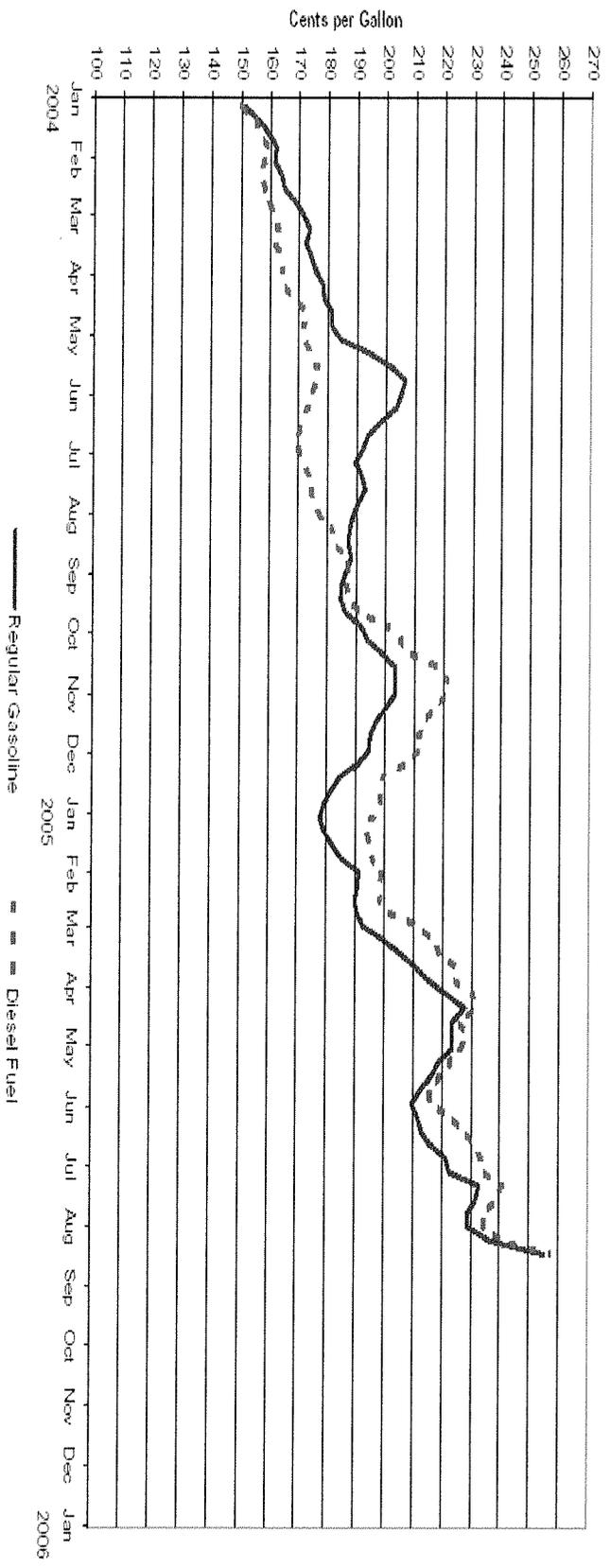
NOTES: Waste management has taken over Burlington in late 2004 and while their prices are lower that is because of their huge commercial base that allows for lower residential rates.

	2000	2001	2002	2003	2004	2005	Proposed 2005 EST.	2006 Overall Increase
SINGLE FAMILY	4	7	19	125	88	10	15	200
DUPLEX			2	24	8	1	3	48
TRIPLEX		2	8	15				27
MULTI-FAMILY			3					33
COMERCIAL								2
OVERALL INCREASE								578



Effective January 1st, your fee for waste services will include a fuel surcharge. Given the extraordinary volatility surrounding fuel/oil prices nationwide, combined with the fact that fuel/oil is a significant portion of the investment we make every day to provide you with outstanding waste services, this surcharge allows us to keep up with the cost of meeting that obligation to you.

Figure 14. U.S. Average Retail Regular Motor Gasoline and On-Highway Diesel Fuel Prices, January 2004 to Present
 (Cents per Gallon, Including Taxes)



NA=Not Available.
 Note: See Appendix A, Technical Note 4, page 40, for more information about data in this graph.
 Sources: See page 33.

CITY OF SEDRO-WOOLLEY

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

Memorandum

To: Mayor and Council

From: Patrick Hayden

Date: 11/18/2005

Re: Solid Waste and Recycling Fees

I. Issue: Should the City Council increase the sold waste and recycling fees to cover increased costs of fuel and other factors?

II. Background: This matter is set for a public hearing. Leo Jacobs will address the increased costs of service.

The following fee increases are proposed:

Residential

Type of Service	Monthly charge with one pickup per week	
Residential, 20-gal. can	\$ 6.00	<u>7.50</u>
<u>Recycling</u>	2.25	<u>2.50</u>
Total	8.25	<u>10.00</u>
Residential, 32-gal. can	12.93	<u>14.93</u>
<u>Recycling</u>	2.25	<u>2.50</u>
Total	15.18	<u>17.43</u>
Residential, 68-gal. can	19.53	<u>22.03</u>
<u>Recycling</u>	2.25	<u>2.50</u>
Total	21.78	<u>24.53</u>
Residential, 96-gal. can	26.95	<u>29.70</u>
<u>Recycling</u>	2.25	<u>2.50</u>
Total	29.20	<u>32.20</u>

Commercial and Multi-Family

Commercial, 32-gal. can	\$ 15.00	<u>17.00</u>
Commercial, 68-gal. can	\$ 25.00	<u>27.50</u>
Commercial, 95-gal. can	\$ 35.00	<u>37.75</u>
Commercial, 30 yard container	\$140.00	<u>\$150.00</u> Haul Fee

Yard waste.

- 1. Fee for city residents:
 - ~~a. A minimum charge (up to two normal size garbage cans):~~ \$1.00
 - a. A minimum charge (up to one 32 gallon garbage can): \$1.00
 - ~~b. For loads in excess of sixty four gallons (up to four normal garbage cans):~~ \$2.00
 - c. For loads in excess of one hundred twenty eight gallons (up to six normal garbage cans): \$3.00
 - ~~d. For loads in excess of one hundred ninety two gallons (more than six normal garbage cans):~~ \$4.00
- b. Brush-per yard \$12.00

Commercial Recycling

Commercial Recycling (Including Cardboard & Mixed Paper)	<u>Mixed Paper-68 gallon</u> \$18.00
	<u>monthly</u>
	<u>Mixed Paper-1 Yard</u> \$24.50
	<u>monthly</u>
	<u>Mixed Paper-2 Yard</u> \$49.00
	<u>monthly</u>
	<u>Mixed Paper-4 Yard</u> \$95.00
	<u>monthly</u>
	<u>Mixed Paper-6 Yard</u> \$126.00
<u>monthly</u>	
<u>Cardboard-2 Yard</u> \$33.00	
<u>Monthly</u>	
<u>Cardboard-4 Yard</u> \$43.00	
<u>Monthly</u>	
<u>Cardboard-6 Yard</u> \$53.00	
<u>Monthly</u>	

Fuel Surcharge

A fuel surcharge of \$1.00 per month shall be charged for each regular account, and a fuel surcharge of \$.25 per trip for each pickup in excess of one pickup per week, shall be added to each billing.

III. Recommended Action: Passage of Ordinance No. _____, AN ORDINANCE AMENDING SWMC CHAPTER 8.04 AS TO CHARGES FOR REFUSE AND GARBAGE COLLECTION AND RECYCLING FEES, ESTABLISHING MONTHLY CHARGES FOR COMMERCIAL MIXED PAPER AND CARDBOARD COLLECTION FEES, AND ADDING A FUEL SURCHARGE FEE.

Ordinance No. _____

AN ORDINANCE AMENDING SWMC CHAPTER 8.04 AS TO CHARGES FOR REFUSE AND GARBAGE COLLECTION AND RECYCLING FEES, ESTABLISHING MONTHLY CHARGES FOR COMMERCIAL MIXED PAPER AND CARDBOARD COLLECTION FEES, AND ADDING A FUEL SURCHARGE FEE.

Whereas, the City of Sedro-Woolley operates a residential and commercial garbage service which provides regular weekly service; and

Whereas the City Council finds that it necessary to add additional sizes of containers for commercial and temporary collection of solid waste; and

Whereas the City Council finds that is necessary to add fees for additional recycling items collected by the solid waste department, and

Whereas the City Council of the City of Sedro-Woolley hereby finds that additional rates are set forth as necessary for the foregoing purposes, now therefore:

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

Section 1. Sedro-Woolley Municipal Code Section 8.04.075 is hereby amended to read as follows:

8.04.075 Collection charges.

Charges for refuse and garbage collection and disposal shall be compulsory. Charges not paid within one month of billing date shall be delinquent and the charge may become a lien against the property which is serviced by the garbage collection and disposal system.

A. Commencing on the thirty-first day of December, 1999, the charges for regular weekly garbage service shall be as follows:

1. Table 1: Residential

Type of Service	Monthly charge with one pickup per week	
Residential, 20-gal. can	\$ 6.00	7.50
Recycling	2.25	2.50
Total	8.25	10.00
Residential, 32-gal. can	12.93	14.93
Recycling	2.25	2.50
Total	15.18	17.43
Residential, 68-gal. can	19.53	22.03
Recycling	2.25	2.50
Total	21.78	24.53
Residential, 96-gal. can	26.95	29.70
Recycling	2.25	2.50
Total	29.20	32.20

Residential, each additional can	10.00
Residential, eligible head of household	80% of applicable residential rate

2. Residential includes a single-family duplex and triplex residences. Each living unit of such residences shall be subject to the rates established herein.

3. Table 2: Commercial and Multi-Family

Commercial, 32-gal. can	\$ 15.00 17.00
Commercial, 68-gal. can	\$ 25.00 27.50
Commercial, 95-gal. can	\$ 35.00 37.75
Commercial, 1 yard container	\$ 68.20
Commercial, 2 yard container	\$ 92.40
Commercial, 3 yard container	\$140.00
Commercial, 4 yard container	\$184.80
Commercial, 6 yard container	\$277.20
Commercial, 8 yard container	\$375.00
Commercial, 30 yard container	\$140.00 \$150.00 Haul Fee, \$82.00 per ton Dumping, and \$50.00 delivery fee
Commercial, each additional can	\$ 10.00
Multifamily, apartments, cabin courts and trailer park units, etc.	Applicable commercial rate plus \$2.25 per unit for recycling

B. If more than one pickup per week is required on a continuing basis and the customer is utilizing a container smaller than eight yard capacity, a larger container shall be required.

The city may at its discretion authorize more that one pick up per week under the following conditions:

- (1) Where the largest container provided by the city is not adequate for the amount of waste generated;
- (2) Where more than one pick up per week is required to maintain proper health and sanitation;
- (3) Where a larger container cannot reasonably be placed on the customer's property due to space limitation.

C. In cases where additional pickups are requested due to the use of container on construction sites, or other temporary uses or to accommodate temporary increases in the amount of waste generated, additional pickups shall be made at the rate set forth as follows for bother residential and commercial customers:

1 yard container	\$ 25.00 for each pickup
2 yard container	\$ 45.00 for each pickup
3 yard container	\$ 70.00 for each pickup

4 yard container	\$ 80.00 for each pickup
6 yard container	\$120.00 for each pickup
8 yard container	\$160.00 for each pickup

D. 1. A residential or commercial can (up to thirty-two gallons) may not contain in excess of sixty-five pounds per can in weight. The city may, in its discretion, empty a can weighing over sixty-five pounds. In that event, an additional fee of five dollars shall be charged.

2. If the cost to the city for emptying any container shall exceed the charges therefore, due to excessive weight or content, the city may proceed as set forth in subsection G of this section.

E. Yard Trimmings. Yard trimmings including but not limited to weeds, grass, sod, trees, shrubs, foliage parts, rocks, cement or other material not generally considered regular household refuse, shall be excluded from sanitation collection services unless special arrangements are made with the sanitation department. Extra charges for such collection shall be determined by the mayor or his designee.

F. Interest Charges. All charges for sanitation services shall be due and payable when rendered. Sanitation service charges shall be delinquent if not

paid in full within thirty days after the date of billing. Delinquent charges shall bear interest at the rate of eight percent per annum until paid in full. In addition, a late penalty of ten dollars shall be charged for any account that is delinquent more than sixty days.

G. The mayor or his designee may charge any residents or customer such additional service charges when he or she determines that special circumstances make it necessary to do so in order to compensate the city for the actual cost of solid waste collection, disposal and administration, when the foregoing fee schedule is not adequate for this purpose. Any resident or customer may appeal the assessment of this additional charge to the city council. Notice of appeal shall be written request to the city clerk with ten days of mailing of the bill or receipt of payment for such services by the city, whichever is less. The decision of the city council shall be final.

Section 2. Sedro-Woolley Municipal Code Section 8.04.103 is hereby amended to read as follows:

8.04.103 Yard waste punchcard.

The fee for yard waste disposal service at a city site established for such purposes, during established hours, shall be as follows:

TV's-26" to 36"	\$35.00
TV's-37" and larger	\$ 1.25 per inch
TV's with consoles add	\$10.00
Desk Top Copiers	\$25.00
Floor Model Copiers	\$35.00
Computers, Laptops, Note books, Scanners Fax Machines, VCR's, Stereos, DVD Players, Cell Phones, etc.	\$ 1.00 per item
Microwave Ovens	\$16.00 (with console add \$10.00)
Junk Vehicles (Must coordinate with Code Enforcement)	\$50.00 per vehicle
Commercial Recycling (Including Cardboard & Mixed Paper)	<u>Mixed Paper-68 gallon</u> \$18.00 monthly
	<u>Mixed Paper-1 Yard</u> \$24.50 monthly
	<u>Mixed Paper-2 Yard</u> \$49.00 monthly
	<u>Mixed Paper-4 Yard</u> \$95.00 monthly
	<u>Mixed Paper-6 Yard</u> \$126.00 monthly
	<u>Cardboard-2 Yard</u> \$33.00 Monthly
	<u>Cardboard-4 Yard</u> \$43.00 Monthly
<u>Cardboard-6 Yard</u> \$53.00 Monthly	

A. The mayor or his designee may charge any residents or customer such additional service charges when he or she determines that special circumstances make it necessary to do so in order to compensate the city for the actual cost of recycling disposal and administration, when the forgoing fee schedule is not adequate for this purpose. Any resident or customer may appeal the assessment of this additional charge to the city council. Notice of appeal shall be made by written request to the city clerk within ten days of mailing of the bill or receipt of payment for such services by the city, whichever is less. The decision of the city council shall be final.

Section 4. A new Section, Sedro-Woolley Municipal Code Section 8.04.120, is added to Sedro-Woolley Municipal 8.04 as follows:

8.04.120 Fuel Surcharge

A fuel surcharge of \$1.00 per month shall be charged for each regular account, and a fuel surcharge of \$.25 per trip for each pickup in excess of one pickup per week, shall be added to each billing.

Dated this ___ day of _____, 2005.

MAYOR

Attest:

City Clerk

Approved as to form:

City Attorney

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 22 2005

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

To: Mayor Dillon and City Council

From: Patsy Nelson

Patsy

Date: 11/18/2005

Re: Property Tax Levy Ordinance

Background information: The attached property tax ordinance has two components. The first is general property tax revenues and the second is voter approved bond tax revenues.

General Property Tax Revenues Property tax levy increases are limited to 101% of the dollar amount of the previous year's highest allowed tax plus new construction and annexed property. The maximum dollar amount of the property tax levy is established by the City Council. The Skagit County Auditor's Office determines the assessed valuation. The tax rate is calculated based upon these two numbers. The final assessed valuations and resulting tax rate, will not be known until January, 2006.

A levy increase in the amount of 1% would result in \$13,700 of additional property tax. Based upon current estimates from the Assessor's Office, a 1% increase would result in \$3.34 per year additional property tax on a home valued at \$150,000, and an additional \$4.45 per year on a home valued at \$200,000. Low-income senior citizens and disabled persons either do not pay this tax or receive a tax reduction, as determined by the Skagit County Assessor's Office.

The use of this 1% tax increase is not limited to the general fund. It may be restricted for specific items such as acquisition of park or cemetery land.

Voter Approved Bond Tax Revenues The second part of the ordinance is for the debt service for the Public Safety Building which was previously approved by the voters of Sedro-Woolley. Low-income senior citizens and disabled persons do not pay this tax. The 2006 tax request of \$192,000 is \$31,000 less than the 2005 request due to the refunding of the Public Safety Building Bonds earlier in 2005. This tax savings is estimated to be \$10.28 per year on a home valued at \$200,000 and \$7.71 on a \$150,000 home.

Recommendation: Staff recommends that the Council approve Ordinance No. _____, An Ordinance of the City of Sedro-Woolley Approving the Property Tax Levy.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY APPROVING THE PROPERTY TAX LEVY.

WHEREAS, The City Council of the City of Sedro-Woolley has properly given notice of the public hearing held November 22, 2005 to consider the City of Sedro-Woolley 2006 Real Estate Property Tax Levy;

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Sedro-Woolley will require an increase in general property tax revenue from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property, addition of properties as a result of annexation and any increase in the value of state assessed property, in order to discharge the expected expenses and obligations of the City of Sedro-Woolley and in its best interest; and

WHEREAS, per a 1996 citizen voted and approved GO Bond issuance, it is necessary to increase property taxes to pay GO Bond principal and interest.

NOW, THEREFORE, IT IS HEREBY ORDAINED, by the City Council of the City of Sedro-Woolley, an increase in the regular property tax levy shall be imposed in addition to the increase resulting from the addition of new construction and improvements to property, addition of properties as a result of annexation and any increase in the value of state-assessed property. It is further ordained that the City Council hereby authorizes the 2006 levy in the amount of an increase of 1.00% from last year, or \$13,700 not to exceed the levy limit as allowed by law.

Also levied here is an amount necessary to fund the debt service of the 1996 G/O Bond Fund (Public Safety Building) in the amount of \$192,000.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 22nd DAY OF NOVEMBER, 2005.

Sharon D. Dillon, Mayor

ATTEST:

Clerk-Treasurer

APPROVED AS TO FORM:

City Attorney

NOV 22 2005

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

Memorandum

To: Mayor Dillon and City Council

From: Patsy Nelson *Patsy*

Date: 11/16/2005

Re: 2006 Budget

Thank you for the time you have committed to this year's budget process.

The attached ordinance summarizes the budget amounts for each fund as detailed in the 2006 Preliminary Budget. All funds have been balanced according to Council direction given at the Budget Work Sessions.

Recommend Staff recommends that Council move to approve Ordinance # _____, An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2006.

ORDINANCE NO.

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2006.

WHEREAS, the Mayor of the City of Sedro-Woolley, Washington, completed and placed on file with the City Clerk-Treasurer, a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses for the City of Sedro-Woolley for the fiscal year ending December 31, 2006, and a notice was published that the Sedro-Woolley City Council would meet on the 22nd day of November, 2005, at the hour of 7:00 P.M., at the Sedro-Woolley Community Center, for the purpose of making and adopting a budget for the year 2006, and giving taxpayers within the city limits of Sedro-Woolley an opportunity to be heard upon said budget; and

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

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

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

Section 1. The budget for the City of Sedro-Woolley, Washington, for the year 2006 is hereby adopted at the fund level in its final form and content as set forth in the document entitled City of Sedro-Woolley 2006 Annual Budget, 3 copies of which are on file in the Office of the Clerk-Treasurer.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2006 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2006 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	4,551,004
104 ARTERIAL STREET FUND	1,098,556
105 LIBRARY FUND	246,766
106 CEMETERY ENDOWMENT FUND	111,946
107 CUM RESERVE FOR CITY PARKS FUND	32,497
108 STADIUM FUND	37,259
109 SPECIAL INVESTIGATIONS FUND	4,166
110 PUBLIC LANDS FUND	1,425,583
113 PATHS AND TRAILS FUND	34,225
204 LID 1991-1 DEBT SERVICE FUND	16,062
230 G/O BOND REDEMPTION FUND	265,666
302 CUM RES FOR C/E CAP OUT FUND	1,435,041
310 MITIGATION RES FOR POLICE FUND	84,620
311 MITIGATION RES FOR PARKS FUND	122,960
312 MITIGATION RES FOR FIRE FUND	76,761
332 PWF SEWER CONSTUCTION FUND	795,676
401 SEWER FUND	3,761,767
407 98 SEWER REV BOND FUND	633,243
410 CUM RES FOR SEWER FACILITES FUND	2,440,271
411 98 SEWER REV BOND RESERVE FUND	519,239
412 GARBAGE AND SOLID WASTE FUND	1,534,576
501 EQUIPMENT REPLACEMENT FUND	1,091,405
TOTAL ALL FUNDS	20,319,289

Section 3. The City Clerk-Treasurer is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's Office and to the Association of Washington Cities.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 22nd DAY OF NOVEMBER, 2005.

Sharon D. Dillon, Mayor

ATTEST:

APPROVED AS TO FORM:

Clerk-Treasurer

City Attorney

NEW BUSINESS

CITY OF SEDRO-WOOLLEY

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

Memorandum

To: Mayor and City Council
From: Patrick Hayden
Date: 11/18/2005
Re: Wood and Brush Disposal Contract

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 22 2005

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

I. Issue: Should the Mayor be authorized to execute a contract with Washington Land Recycling L.L.C. for disposal of wood and brush?

II. Background: The wood pile at the City yard-waste drop-off and disposal site is getting too big for safety concerns.

Leo Jacobs proposes to have Washington Land Recycling L.L.C. come to the site on an as-needed basis to chip and dispose of the wood waste. The proposed contract would provide for a two year service, with an option for an additional two years renewal at the City's election.

The proposed fee is \$2.69 per cubic yard of brush and wood to grind and remove brush and wood waste

Mr. Jacobs and Mr. Blair will address the matter at the Council Meeting.

III. Recommended Action: Motion to authorize Mayor Dillon to execute the proposed contract with Washington Land Recycling for grinding and removal of brush and wood waste.

**TERMS & CONDITIONS AND SCOPE OF SERVICES
FOR GRINDING AND REMOVAL OF BRUSH & WOOD WASTE FROM THE CITY OF
SEDRO-WOOLLEY SOLID WASTE COMPLEX, SEDRO-WOOLLEY, WASHINGTON**

THIS IS AN AGREEMENT made and entered into, this ____ day of October, 2004, by and between City of Sedro-Woolley, hereafter called "County," and Washington Land Recycling L.L.C., located at 22734 Mud Lake Rd, Mount Vernon, WA 98273, hereinafter called the "Contractor."

ARTICLE 1.

TERMS & CONDITIONS

1. DEFINITIONS

1.1 "Brush " means limbs, prunings, cuttings and other waste vegetation from residential or commercial properties made up of primarily woody stems, stocks and foliage. The brush pile can have some seasonal or otherwise minor quantities of grass clippings, leaves, weeds, flowers, roots, windfall fruit, and vegetable garden debris. Brush does not mean noxious weeds.

1.2 "Consumer Price Index" means the nationwide Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, consolidated Metropolitan Statistical Area, standard reference base 1982-1984=100, as prepared by the U.S. Department of Labor Statistics. NOTE: The June 12-month average CPI released in July of the year preceding the year of proposed adjustment shall be used for calculation purposes.

1.3 "Unacceptable Materials" means plastics, scrap metals, rock, concrete or other materials that render the ground brush or wood waste unacceptable to subsequent processing facilities or that would damage grinding equipment.

1.4 "Wood Waste" means solid waste consisting of wood pieces or particles generated as a by-product or waste from the manufacturing of wood products, construction, demolition, handling and storage of raw materials, trees and stumps. This includes, but is not limited to, pallets, crates, wire spools, end cuts, but does not include wood pieces or particles containing paint, laminates, bonding agents or chemical preservatives such as creosote, pentachlorophenol, or copper-chrome-arsenate.

2. GENERAL PROVISIONS

2.1 Law Applicable. This contract is made in and shall be construed under the laws of the State of Washington.

2.2 Adherence to Law. Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

The Contractor shall be responsible for, and pay for all applicable licenses, and permits, except those which are the City's responsibility per Article 2, Section 6.3.

The Contractor agrees not to exclude any person from employment and/or volunteer participation or deny benefits or services based on any origin, marital status, and the presence of any sensory, mental or physical disability. The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 and other anti-discrimination laws with which the City must comply.

The Contractor shall carry out duties in a manner consistent with the applicable provisions of the adopted City of Sedro-Woolley Comprehensive Solid Waste Management Plan and as it may be amended.

Any lawsuit regarding this agreement must be brought in the State of Washington with venue solely in Skagit County, Washington.

2.3 Entire and Complete Agreement. This Contract constitutes the entire and complete agreement and final expression of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments and representations, whether oral or written. In the event of any conflict between the language set forth in this Contract, any of the exhibits hereto or the specifications, the language in the Contract shall prevail and this Contract shall be interpreted as if that conflicting language was not a part of the agreement between the parties. The Contractor immediately shall bring to the City's attention for decision and mutual revision any observed conflicts between or duplications of any Contract provisions or any material omissions from the Contract. The Contractor shall obtain written instructions from the City's Representative before proceeding with services affected by omissions or discrepancies in the Contract. In the event of a discrepancy in the provisions of the Contract, the most stringent provision shall apply.

2.4 Severability. If any Contract provision is for any reason determined to be invalid, illegal or unenforceable under any Applicable Law, the remaining provisions of the Contract shall remain in effect and bind the parties; however, the parties shall negotiate in good faith to amend the Contract to effectuate the intent of any invalid, illegal or unenforceable provision, if permissible under Applicable Law.

2.5 Construction of Terms. Unless otherwise specified in the Contract, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by solid waste professionals, engineers and trades.

2.6 Access. The City shall have the right and unlimited access to inspect any or all of the Contractor operations, facilities or records related to this Contract.

2.7 Independent Contractor. The Contractor is an independent contractor. As such, the Contractor shall adhere to labor laws, WISHA regulations, and meet other insurance/bond requirements specified by law and/or in Section 2.11 below. The Contractor is in no sense an agent or employee of the City, shall not represent itself as such, and has no authority to bind the County to any agreement, nor act as agent of the City in any way.

2.8 No Third Party Beneficiaries. This Contract is entered into by the City in its governmental capacity and is not intended to nor does it create any third party beneficiary or rights in any public or private Person.

2.9 Contract Administration. The City will provide administration of the contract. The Contractor's designated contact with the City shall be the Solid Waste Foreman or other person designated by the Public Works Director.

2.10 Indemnification / Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, agencies of the City and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the City for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the City only to the extent claim is caused in whole or in part by negligent or intentional acts or omissions of the City.

2.11 Insurance

Prior to commencement of services under this Contract, Contractor shall submit to the City certificates of insurance or certified copies of insurance policies and endorsements, if requested by the City, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior written notice to the City. Contractor shall maintain at the Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the Contractor, its employees, agents, designees and indemnities as required herein:

2.11.1 The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the City.

2.11.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the Contractor shall specifically include "City of Sedro-Woolley" as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the City. The Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

2.11.3 The Contractor shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

Industry Standard Occurrence Commercial General Liability
Specific limits required

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming “City of Sedro-Woolley” as Additional Insured (CG2010) and an endorsement that specifically states the Contractor’s General Liability shall be primary, and not contributory, with any other insurance maintained by the City.

The policy shall be endorsed to include stop gap employer’s liability coverage with minimum limits as follows:

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

2.11.4 Commercial General Liability insurance shall be endorsed to include a “cross liability”, indicating essentially that “except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

2.11.5 The Contractor shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of:

\$1,000,000 Bodily Injury and Property Damage per Accident

to protect the Contractor from claims which may arise from the performance of this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered auto shall be designated as “Symbol 1” any auto.

2.11.6 All Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.

2.11.7 Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

2.11.8 Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against the City, 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 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 against the City. This waiver is mutually negotiated by the parties to this Agreement.

2.11.9 Subcontractors - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein.

2.12 Protection of Personal Property. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable precautions to prevent damage, injury, or loss to all employees, customers, other persons, the work and materials, and other property.

2.13 Alcohol and Drug-Free Work Place. The Contractor is responsible for maintaining an alcohol and drug-free work place at all times on City property. Violation of this condition is cause for termination of the contract by the City.

2.14 Subcontractors. A list of any and all subcontractors who have a direct contract or agreement with the Contractor to perform any work on City property shall be submitted to the City for approval prior to the work being performed. Any delegation of duties shall not relieve the Contractor or the surety of any liability and/or obligation to perform. Subcontractors are bound by the provisions of Article 1, Section 2.11 of this agreement.

Neither party shall assign or subcontract any portion of this agreement without the written consent of the other party. The City must consent to any direct or indirect change in control or indirect controlling interest in the Contractor's ownership.

2.15 Miscellaneous. No modification of any provision of this contract by the Contractor is valid unless such modification is pre-approved and signed by the Public Works Director and/or the Mayor.

All covenants herein shall be conditions. Time shall be of the essence. Failure on the part of either party to adhere to any provision of this agreement shall not be construed as a waiver of the right to compel adherence of such provision or any other provision.

The Contractor is responsible for obtaining necessary permits for its off-site operations, and ensuring that subcontractors, employees or other persons handling recycled materials from the

facilities covered under this agreement are operating with all necessary permits, insurance and/or licenses required by law.

2.16 Term of Contract. The term of this contract shall be for twenty-four (25) months from the date of December 1, 2005 through November 31, 2007, unless terminated for cause pursuant to Article 1, Section 2.18. The City has the right to extend the contract to a maximum of two additional years.

2.17 Alternate Services – Liquidated Damages. If the Contractor fails to perform the work in accordance with this agreement, the City may, by written order signed by the Public Works Director, direct the Contractor to stop the work, until the cause of such order has been eliminated, and the City may acquire alternate service and deduct the costs of such alternate service from any payments due to the Contractor. However, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor, or any other person or entity.

A first violation of the conditions of this agreement may result in a written warning from the City. Further violation of said conditions may, at the discretion of the Public Works Director, result in a payment reduction of up to \$500 as liquidated damages subtracted from the Contractor's next invoice to the City.

During any 12 month period of the contract, three (3) or more violations of the conditions of this contract for which the Contractor has been notified in writing, shall warrant sufficient cause for unilateral contract termination by the City, at the option of the Public Works Director.

2.17.1 Liquidated Damages for Certain Types of Breach of Services. Because a breach of the services provided for within the Contract would cause serious and substantial damage to the City and its residents, and the nature of the Contract would render it impractical or extremely difficult to fix the actual damage sustained by the City by such breach, the Contractor shall agree that in case of breach or service the City may elect to collect liquidated damages for each such breach and the Contractor will pay to the City as liquidated damages and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the City will be damaged by breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Contract.

Failure to move in on written date:	\$100.00 per day
Failure to move all ground material by written date	\$100.00 per day

Such liquidated damages as the City shall elect to collect shall be deducted from the payment made to the Contractor.

2.18 Termination.

2.18.1 Defaults by City. If the City fails to make a payment for an approved invoice for a period of greater than forty-five (45) days following approval of the invoice through no fault of the Contractor, the Contractor may, after fifteen (15) additional days, following written notification to the City with no payment received, terminate this agreement.

2.18.2 Defaults by Contractor Defaults by the Contractor, which may result in unilateral termination of the Contract by the City, shall include failure to perform services or failure to meet other obligations of this contract. Failure to perform services or meet other obligations of this contract may, after elapsed times, notices, and/or penalties by the City as described in Article 1 Section 2.17, result in unilateral termination of this agreement after fifteen (15) days written notice to the Contractor.

Should conflict arise, the Contractor and the Public Works Director, or his/her designee, shall work in good faith with the other to resolve such conflict. Should such conflict resolution fail, a third party arbitrator mutually acceptable to each party of this contract may be employed to resolve the conflict. Each party to this Contract shall be responsible for one half of the cost of an independent arbitrator.

Natural catastrophes or other conditions beyond the control of the Contractor that preclude the Contractor from performing obligations of this Contract shall not be cause for penalty or termination.

2.18.3 Mutual Termination. By mutual agreement of the City and the Contractor, this agreement may be terminated at any time.

2.19 Cooperative Purchases. The Washington State Interlocal Cooperative Act, RCW 39.34, provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

3. FINANCIAL PROVISIONS

3.1 Compensation. City of Sedro-Woolley shall pay \$2.69 (Two dollars, Sixty-nine cents) per cubic yard of brush and wood waste to the Contractor to grind and remove brush and wood waste collected by City of Sedro-Woolley from the public. This value reflects fuel, equipment wear and amortization, labor, insurance, and all other costs incurred by the Contractor.

City of Sedro-Woolley and the Contractor may negotiate price adjustments and adjustments to the specifications of brush and wood wastes as a reflection of market changes.

3.2 Locations. Payment will be made to the Contractor for provision of grinding and removal of brush and wood waste at the City of Sedro-Woolley Solid Waste Complex located at 315 Sterling Street, Sedro-Woolley, Washington.

3.3 Payments. City of Sedro-Woolley shall pay for actual services rendered, and shall make payment within thirty (30) days upon receipt of the Contractor invoice. Ten percent of the invoiced total will be retained until the pile is removed per Article 2, Section 5.3. Payments may be withheld for the following reasons:

3.3.1 Damage to or loss of City property, personnel or services; and/or

3.3.2 Persistent failure to carry out the work in accordance with this agreement.

3.4 Payment Procedures.

3.4.1 Time of Payment. Payment for work performed shall be made following each grinding event and on rates set forth in Article 1, Section 3.1. Payments shall be made the month following the satisfactory performance of the work, unless otherwise approved by the Public Works Director, based on a signed invoice from the Contractor and approved by the Public Works Director or his/her designated representative.

3.4.2 Invoices. Signed invoices from the Contractor shall include: The Contractor's name and address, date, total cubic yard for each brush and for wood waste prior to grinding, and the agreed-upon reimbursement rate per Article 1, Section 3.1.

3.5 Adjustment of Payments. During the term of the contract, the City shall adjust payments to the Contractor annually starting on January 1, 2007. The annual adjustment shall be computed by multiplying the agreed-upon rate in Article 1, Section 3.1, or as it is amended, by 100% of the Consumer Price Index (CPI) change as defined in Article 1, Section 1.2. NOTE: The June 12-month average CPI released in July of the year preceding the year of proposed adjustment shall be used for calculation purposes.

3.6 Changes of Work, Changes in Fees. During the term of the contract, changes in specifications may be necessary due to regulatory, budgetary, market, and/or other factors. The City, without invalidating the contract, may order changes in the work consisting of additions, deletions, or modifications. The contract sum, price schedule and term will be adjusted accordingly. Such changes in the work shall be authorized by written change order signed by the Public Works Director and/or the Mayor. Changes in brush wood waste specifications shall be by mutual agreement of the Contractor and the City.

3.7 Non-Exclusive. The City is not obligated to use the services of the Contractor as the exclusive means of disposal of brush and wood waste. The City does not guarantee any minimum volume of material under this contract.

ARTICLE 2

SCOPE OF SERVICES

1. General Statement of Services. The Contractor shall provide to the City services of grinding brush and wood waste collected by the City from the public and removing same from the City Solid Waste Complex at Sedro-Woolley.

2. Contractor's Overall Responsibility. Contractor-provided services shall include all those activities necessary for or incidental to the grinding of brush and wood wastes collected by the City from the public and removing same from the City Solid Waste Complex at Sedro-Woolley to permitted receiving facilities that further process the ground material for beneficial uses or products.

3. Contractor's Work. The Contractor agrees to provide all of the equipment and staff necessary to do the work required for the grinding and hauling operation subject to this agreement unless

otherwise specified in Article 2, Section 6, or elsewhere in this agreement, and to perform such work in a professional manner.

The Contractor's work shall be carried out in a manner that minimizes disruption of public access to solid waste facilities. The Contractor shall treat members of the public in a courteous and professional manner. Unresolved disputes between the Contractor and any member of the public using City solid waste facilities or services shall be referred to the Recycle Coordinator or Solid Waste Manager. Failure of Contractor to comply with these requirements may result in liquidated damages per Article 1, Section 2.17.

The Contractor may remove only designated materials from the Solid Waste Complex unless specified elsewhere in this agreement or by subsequent agreement of the Solid Waste Manager and/or Recycle Coordinator. In all cases, the Contractor shall have obtained any required licenses/permits for handling such materials.

4. Minimum Services. The Sections 1, 2, 3, and 5 comprise a general description of minimum services to be provided by the Contractor under this agreement. The above general description is not comprehensive and is not intended to provide a complete description of those services or describe how the Contractor is to carry out the provisions of those services.

5. Duties of the Contractor.

5.1 General Duties. The Contractor shall supervise and direct the work identified in Article 2, Scope of Services, using Contractor's best skill and attention, and shall be solely responsible for the entire operation, means, methods, techniques, sequences and procedures including all labor, tools, materials, equipment and transportation, and for coordinating all portions of the work under the contract unless otherwise specifically provided for in Article 2, Section 6, or otherwise provided for in the contract documents.

Failure to supply sufficient properly skilled workers, or adequate equipment/materials, and/or failure to execute the work to prompt completion, and/or failure to perform any of the obligations of the contract as determined by the City, shall be sufficient reason to assess a penalty or terminate the contract or any portion of the contract according to the provisions of Article 1, Sections 2.17 and 2.18 of this agreement.

The Contractor shall demonstrate the ability/flexibility and resources to ensure provision of backup equipment or timely equipment repair during periods of equipment failure.

5.2 Maintenance of Contractor's Work Areas. The Contractor shall at all times require its employees to wear appropriate attire and safety equipment with respect to materials being handled. The Contractor shall maintain good order among employees. The Contractor shall be responsible to the City for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor. Violations of any of these conditions, as determined by the County, may result in a penalty to the Contractor as provided for in Article I, Section 2.17.

5.3 Removal of Ground Brush and Wood Waste. The Contractor bears the responsibility of removing ground brush and wood waste to facilities that make beneficial use of the material and that are permitted or are approved permit-exempted by applicable jurisdictions. One hundred cubic yards of ground brush and shall be left on site after each grinding event for access by the public. Removal of the ground brush and wood wastes shall begin within seven calendar days and shall be completed within 90 calendar days of the conclusion of a grinding event.

5.4 Chip Size. Chips produced from the grinding of brush and wood waste shall be sized appropriately for subsequent animal bedding, composting, hog fuel or other beneficial uses.

6. Use of City Solid Waste Complex, General Guidelines.

6.1 Compliance With Laws and Restrictions. Contractor shall faithfully observe, perform and comply with all laws, ordinances, rules and regulations of every governmental authority affecting City of Sedro-Woolley property; all easements, reservations, restrictions, covenants and conditions of record affecting or pertaining to City of Sedro-Woolley facilities. The Contractor shall not use, contract, or otherwise permit any person to use City of Sedro-Woolley facilities for or in connection with any unlawful purpose or in any manner that causes a nuisance. The Contractor shall not use, or approve use of, City of Sedro-Woolley facilities in any manner by agreement, contract or other means that would, in the opinion of the Public Works Director and/or the Mayor of the City of Sedro-Woolley, be detrimental to the interests of City of Sedro-Woolley. City of Sedro-Woolley shall, at its sole discretion, determine whether proposed uses of City facilities are detrimental City of Sedro-Woolley interests. City of Sedro-Woolley shall have oversight authority to modify or disapprove of proposed service agreements, contracts or other obligations regarding use of City facilities that are detrimental to the interests of City of Sedro-Woolley. If the Contractor uses City of Sedro-Woolley facilities in a manner determined to be detrimental to the interests of the City by the above mentioned authorities, the Contractor shall pay all costs incurred by City of Sedro-Woolley as a result of the Contractor actions (including but not limited to attorney fees, court costs, and any other payments required to be made by City of Sedro-Woolley.)

6.2 Permits, Contractor's Responsibility. The Contractor shall bear the responsibility of conforming with all permits required by the Skagit County Health Department and State Department of Ecology pursuant to City of Sedro-Woolley Code 8.08.A. and WAC 173-350, and shall otherwise take all actions necessary to insure compliance with all laws, statutes, and ordinances and to perform pursuant to this agreement.

6.3 Permits, City Responsibility. The City will obtain health and land use permits needed to sanction operation of City-owned facilities for the purposes/activities detailed in this agreement. The Contractor is responsible for maintaining operations according to applicable local, state and federal law and regulations, and removing any part of the operation not permitted for which the Contractor is responsible and which prevents the approval of health and/or land use permits.

6.4 Resources Provided by City. City staff and equipment will be used to move chips from under the grinder elevator to respective piles to allow uninterrupted grinding by the Contractor. There may be temporary delays during periods of heavy public use of the solid waste disposal facility or unexpected equipment breakdown.

City will remove and dispose of solid waste or other unacceptable materials that have been separated from the brush and/or wood waste by the Contractor.

6.5 Hours of Operation. The normal hours and days during which the Solid Waste Complex is staffed are: 6:00 a.m. to 2:30 p.m. Mondays through Fridays. Full or partial Holiday closures may apply.

The Contractor may access the Solid Waste Complex for grinding and hauling services during and outside of these hours. The Contractor shall be responsible for the security of the Solid Waste Complex if grinding or hauling outside of staffed hours.

CITY OF SEDRO-WOOLLEY

By: _____
Mayor

Attest:

City Clerk

WASHINGTON LAND RECYCLING L.L.C.

By: _____
Authorized Agent