

Next Ord: 1548-06
Next Res: 726-06

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

May 24, 2006

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 #57359 to #57471 for \$810,988.61
 - Payroll Warrants #37886 to #37982 for \$145,006.93
 - c. Waiver of Fees - Riverfront Park - Skagit Widowed Support Services - August 15, 2006
4. Proclamation - Safe Boating Week - May 20-26, 2006
 5. Proclamation - Hire-A-Veteran Month - June 2006
 6. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARINGS

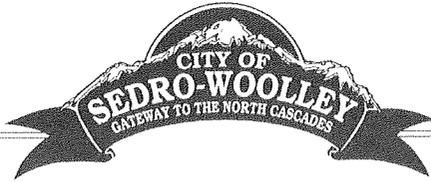
7. Adoption of Brickyard Creek Sub-Area Plan
8. Six-Year Transportation Improvement Plan (TIP) - continued

UNFINISHED BUSINESS

NEW BUSINESS

9. Grant - Department of Ecology Phase II Agreement No. G0600306 (Municipal Stormwater)
10. Correction of Ordinance No. 1539-06 (SWMC 8.04.075)

EXECUTIVE SESSION



CITY COUNCIL AGENDA
REGULAR MEETING

MAY 24 2006

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

DATE: May 24, 2006

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 May 24, 2006 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 Louie Requa
____ 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.

MAY 24 2006

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
May 10, 2006 – 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, Louis Requa, Pat Colgan, Rick Lemley and Mike Anderson. Staff Present: Clerk/Treasurer Nelson, Engineer Blair, Police Chief Wood and Asst. Fire Chief Olson.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #57241 to #57358 for \$129,828.02
 - Payroll Warrants #37794 to #37885 for \$197,896.09
- Waiver of Fees
 - SW Soroptimist Club – Riverfront Park – 4th Tuesday April – September, 2006
 - TarHeel Roots Project – HHS Gazebo – July 15, 2006
 - SW School District – Riverfront Park – June 2, 2006
 - WA State School Retirees Assoc. – Riverfront Park – August 14, 2006
 - Burlington Head Start – Riverfront Park – June 2, 2006
 - Street Closure Request – SW Loggerodeo
- Amended Interlocal Agreement – Skagit River Impact Partnership
- Contract – Reichhardt & Ebe for Professional Services

Discussion ensued as to the removal of private citizen, Larry Kunzler from the Skagit River Impact partnership as a formal member. Kunzler will act in an advisory capacity.

Councilmember Lemley moved to approve the consent calendar Items A-E with an amendment to Item D, Skagit River Impact Partnership to remove Larry Kunzler as an active member. Seconded by Councilmember Meamber. Motion carried.

Public Comment

Ginny Good – 24250 Alexander St., representing the Farmer’s Market invited the Council to their market vendor preview on May 17th. She also presented the Council with the by-laws of the Market, the handbook and policy manual and proof of insurance. Good also requested permission from the Council to place hand washing stickers in the bathrooms, to block off a couple parking stalls for loading and unloading and other miscellaneous items during the Market season.

Council directed Good to the Parks Department for their requests. She then answered questions from the Council regarding the Market.

PUBLIC HEARINGS

Adoption of Brickyard Creek Sub-Area Plan – to be continued

Mayor Dillon opened the public hearing at 7:16 P.M.

Councilmember Meamber moved to continue the Brickyard Creek Sub-Area Plan to the next meeting on May 24, 2006. Councilmember Splane seconded. Motion carried.

UNFINISHED BUSINESS

None

NEW BUSINESS

Award of Bid & Contract – Ram Construction – Sterling/Township Sanitary Sewer Improvements Project

Engineer Blair reviewed the bid process and bid range for the Sterling/Township Sanitary Sewer Improvement Project. He noted this is the first project to fall under the Public Works Trust Fund Loan. Blair recommended the bid be awarded to RAM Construction who was the low bidder for the project.

Discussion ensued to include sidewalk construction, start date and the route of project.

Councilmember Colgan moved to authorize the Mayor to execute the contract agreement with Ram Construction for the Sterling Street and Township Sanitary Sewer Improvements project in the amount of \$3,526,855.00 including Tax and allow the City Engineer to authorize change orders in an amount not to exceed 5% of the contract amount. Seconded by Councilmember Lemley. Motion carried.

Grant – Brickyard Creek Rehabilitation Project, Phase 1 (Authorizing Resolution)

Mayor Dillon reviewed background information for the pending IAC grant for the Brickyard Creek rehabilitation project.

Jim Johnson – Planning Commission member who is working with Attorney Hayden on the project. Johnson presented a brief description of the property and project. Johnson answered Council questions regarding his knowledge of the project which is a restorative project with a lengthy discussion following.

Councilmember Anderson moved to adopt Resolution #725-06 Applying for the Washington Wildlife and Recreation Program grant and authorizing the spending of up to \$15,000 of City Funds. Seconded by Councilmember Lemley. Motion carried 4-2 (Councilmembers Requa and Splane opposed).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Mayor Dillon – presented an updated on the progress at the Golf Course and noted that the volunteers have been working on weeding and the High School Landscaping Class and Middle School have also been helping with the restoration work. The opening date is still up in the air but the course will be open by Memorial Day.

Councilmember Meamber – commented how nice the mural on the Overflow Tavern building looks. He noted the mural was transferred over from the Stiles building. He also announced the upcoming Memorial Day services.

Mayor Dillon – announced after the Memorial Day services at the Cemetery, a ceremony will be held at Hammer Heritage Square to dedicate a plaque in memory of Nathan Nakis.

Councilmember Requa – presented a scope of work for the Borseth, Robinson, W. Nelson, W. Talcott Street issue for review.

Councilmember Colgan – questioned the status of a recent memo regarding junk vehicles.

Mayor Dillon stated she put the memo in the Council packet for information only. It would be up to Council to initiate the topic for discussion.

Councilmember Lemley – stated that Fire Chief Klinger wished to express his family's gratitude to the City and community in their recent tragedy.

Councilmember Anderson – expressed concern of the design of the proposed City Hall.

A lengthy discussion ensued on the footprint of the proposed City Hall and concern for future expansion.

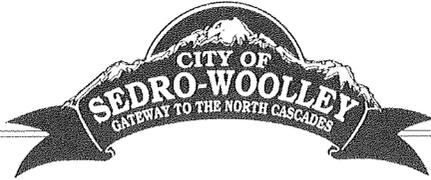
Jim Johnson – addressed Council regarding the trails at Northern State area and the potential for upgrades to the area and signage to direct people to the area.

Councilmember Requa provided background information on the property and noted plans for an interpretive center sometime in the future.

Asst. Fire Chief Olson – updated Council on their plans for coverage on Saturday.

Police Chief Wood – updated the Council on the progress for the search of a new officer. He noted oral boards have been completed and will move to the next step in the process soon.

Councilmember Splane moved to adjourn at 8:17 P.M. Seconded by Councilmember Colgan. Motion carried.



CITY COUNCIL AGENDA
REGULAR MEETING

MAY 24 2006

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

DATE: May 24, 2006
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 May 24, 2006.

Motion to approve Claim Vouchers #57359 to #57471 in the amount of \$810,988.61.

Motion to approve Payroll Warrants #37886 to #37982 in the amount of \$145,006.93.

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
 05/24/2006 (Printed 05/18/2006 10:59)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57359	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	352.00
		MISC-FILING FEES/LIEN EXP	SAN	352.00
		WARRANT TOTAL		704.00
57360	BANK OF NEW YORK	BOND INTEREST-G/O BONDS		10,781.25
		BOND INTEREST-G/O BONDS		28,687.50
		BOND PRINCIPAL		295,000.00
		BOND INTEREST		109,338.75
		WARRANT TOTAL		443,807.50
57361	ADVANCE RADIATOR SERVICE	REPAIRS/MAINT-EQUIP	FD	662.97
		WARRANT TOTAL		662.97
57362	ADVANCE TRAVEL	TRAVEL	PD	54.00
		TRAVEL	PD	126.00
		WARRANT TOTAL		180.00
57363	ALL-PHASE ELECTRIC	MAINT OF GENERAL EQUIP	SWR	87.65
		WARRANT TOTAL		87.65
57364	ANIXTER, INC.	COMPUTER NETWORK	CS	1,309.56
		COMPUTER NETWORK	CS	1,304.55
		WARRANT TOTAL		5.01
57365	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	6,769.80
		WARRANT TOTAL		6,769.80
57366	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	73.87
		AUTO FUEL	PD	1,160.13
		AUTO FUEL/DIESEL	FD	861.98
		VEHICLE FUEL / DIESEL		557.96
		VEHICLE FUEL / DIESEL		564.33
		VEHICLE FUEL / DIESEL		72.91
		AUTO FUEL/DIESEL	SAN	1,577.92
		AUTO FUEL/DIESEL	SAN	1,222.84
		AUTO FUEL/DIESEL	SAN	6.26
		WARRANT TOTAL		6,098.20
57367	BANK OF AMERICA	TRAVEL	LGL	140.61
		PROFESSIONAL SERVICES	CIV	19.58
		TRAVEL	PD	55.60
		TRAVEL	PD	498.58
		OPERATING SUPPLIES	SAN	385.87
		WARRANT TOTAL		1,100.24
57368	BARNETT IMPLEMENT CO. INC	SMALL TOOL & MINOR EQUIP	PL	159.86
		WARRANT TOTAL		159.86
57369	BANK OF AMERICA	FIRE TRUCK	FD	26,818.42
		WARRANT TOTAL		26,818.42
57370	BAY CITY SUPPLY	OPERATING SUPPLIES	CS	304.88

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIRS/MAINT-SENIOR CENTER PL	188.44
		REPAIRS/MAINT-SENIOR CENTER PL	32.49
		OPERATING SUPPLIES SAN	49.76
		WARRANT TOTAL	575.57
57371	BERG VAULT COMPANY	LINERS PL	1,500.00
		WARRANT TOTAL	1,500.00
57372	AVVANTA COMMUNICATIONS CORP.	TELEPHONE FD	19.95
		WARRANT TOTAL	19.95
57373	BIOCYCLE	MISC-DUES/SUBS & TUITN/REG SAN	73.00
		WARRANT TOTAL	73.00
57374	BOULDER PARK, INC	MAINT - SOLIDS HANDLING SWR	4,664.80
		WARRANT TOTAL	4,664.80
57375	BROWN & COLE STORES	OFFICE/OPERATING SUPPLIES PD	9.10
		REPAIRS/MAINT-DORM FD	71.96
		WARRANT TOTAL	81.06
57376	CARLETTI ARCHITECTS P.S.	CITY HALL DESIGN	8,998.31
		WARRANT TOTAL	8,998.31
57377	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES CS	323.84
		PUBLIC UTILITIES FD	1,409.38
		PUBLIC UTILITIES LIB	114.42
		PUBLIC UTILITIES PL	242.53
		PUBLIC UTIL - COMM CENTER PL	92.81
		PUBLIC UTIL - SENIOR CENTER PL	342.99
		PUBLIC UTIL - FOOD BANK PL	53.36
		PUBLIC UTIL - HHS PL	45.71
		PUBLIC UTILITIES SWR	70.75
		PUBLIC UTILITIES SAN	171.55
		WARRANT TOTAL	2,867.34
57378	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES SAN	15.66
		WARRANT TOTAL	15.66
57379	CH2MHILL	ENGINEERING - SR20 LINE PWT	80,910.01
		WARRANT TOTAL	80,910.01
57380	CITIES INSURANCE ASSOC.	MAINTENANCE OF LINES SWR	150.00
		WARRANT TOTAL	150.00
57381	COOK PAGING (WA)	TELEPHONE FD	6.57
		WARRANT TOTAL	6.57
57382	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO PD	125.07
		REPAIR & MAINT - AUTO PD	318.96
		WARRANT TOTAL	444.03

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57383	SKAGIT WEEKLY NEWS GROUP	PRINTING/PUBLICATIONS	PD	73.44
		PRINTING/PUBLICATIONS	PD	146.88
		OPERATING SUPPLIES	SWR	90.18
		OPERATING SUPPLIES	SAN	90.18
		WARRANT TOTAL		400.68
57384	CREIGHTON ENGINEERING INC	PROFESSIONAL SERVICES	FD	570.00
		WARRANT TOTAL		570.00
57385	CRYSTAL SPRINGS	OPERATING SUPPLIES	CS	22.71
		OPERATING SUPPLIES	FD	78.53
		OPERATING SUPPLIES	PL	41.66
		OPERATING SUPPLIES	SWR	83.19
		OPERATING SUPPLIES	SAN	32.82
		WARRANT TOTAL		258.91
57386	DIVERSINT	REPAIR & MAINTENANCE	FIN	451.76
		REPAIR & MAINTENANCE	ENG	395.36
		OFFICE/OPERATING SUPPLIES	PD	847.20
		OPERATING SUPPLIES	FD	451.76
		OPERATING SUPPLIES	PL	56.47
		OPERATING SUPPLIES	SWR	338.88
		WARRANT TOTAL		2,541.43
57387	ENR	DUES/SUBSCRIPTIONS	ENG	39.00
		WARRANT TOTAL		39.00
57388	E & E LUMBER	SUPPLIES	ENG	2.58
		SUPPLIES	ENG	82.64
		SUPPLIES	ENG	7.99
		SUPPLIES	ENG	4.50
		SUPPLIES	ENG	11.62
		SUPPLIES	ENG	22.03
		OP. SUPPLIES - TRAFFIC	PL	129.49
		SUPPLIES - CAMPGROUND	PL	61.19
		SUPPLIES - CAMPGROUND	PL	5.12
		OP. SUPPLIES - GOLF	PL	26.54
		SMALL TOOL & MINOR EQUIP	PL	14.03
		REPAIRS/MAINT-STREETS	PL	35.53
		MAINT OF GENERAL EQUIP	SWR	4.73
		OPERATING SUPPLIES	SWR	47.46
		OPERATING SUPPLIES	SWR	5.93
		OPERATING SUPPLIES	SWR	54.87
OPERATING SUPPLIES	SWR	38.32		
OPERATING SUPPLIES	SWR	17.02		
WARRANT TOTAL		571.59		
57389	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57390	ENGINEER SUPPLY.COM	SMALL TOOL & MINOR EQUIP	PL	584.87
		MAINTENANCE OF LINES	SWR	584.87

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,169.74
57391	EMERGENCY MEDICAL	OPERATING SUPPLIES	FD	1,357.00
		WARRANT TOTAL		1,357.00
57392	FARMERS EQUIPMENT CO.	OPERATING SUPPLIES	SAN	.97
		WARRANT TOTAL		.97
57393	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	32.00
		WARRANT TOTAL		32.00
57394	FELLER HEATING & AIR COND	MAINTENANCE CONTRACTS	SWR	295.92
		WARRANT TOTAL		295.92
57395	FIDALGO NETWORKING	TELEPHONE	SAN	55.00
		WARRANT TOTAL		55.00
57396	FLOYD, WINNIE	OFFICE SUPPLIES	CIV	15.00
		OFFICE/OPERATING SUPPLIES	PD	10.48
		WARRANT TOTAL		25.48
57397	GUARDIAN SECURITY	REPAIRS/MAINT-SENIOR CENTER PL		160.00
		WARRANT TOTAL		160.00
57398	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	145.79
		WARRANT TOTAL		145.79
57399	HRDIRECT	OPERATING SUPPLIES	SWR	260.52
		WARRANT TOTAL		260.52
57400	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	875.00
		WARRANT TOTAL		875.00
57401	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	180.80
		WARRANT TOTAL		180.80
57402	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	7.11
		BOOKS, PERIOD, RECORDS	LIB	7.73
		BOOKS, PERIOD, RECORDS	LIB	9.52
		BOOKS, PERIOD, RECORDS	LIB	19.97
		BOOKS, PERIOD, RECORDS	LIB	37.97
		BOOKS, PERIOD, RECORDS	LIB	14.18
		BOOKS, PERIOD, RECORDS	LIB	39.21
		BOOKS, PERIOD, RECORDS	LIB	81.81
		BOOKS, PERIOD, RECORDS	LIB	36.68
		BOOKS, PERIOD, RECORDS	LIB	15.52
		BOOKS, PERIOD, RECORDS	LIB	22.83
		BOOKS, PERIOD, RECORDS	LIB	22.19
		BOOKS, PERIOD, RECORDS	LIB	8.03
		BOOKS, PERIOD, RECORDS	LIB	30.38
		BOOKS, PERIOD, RECORDS	LIB	49.11
		BOOKS, PERIOD, RECORDS	LIB	16.39

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 05/24/2006 (Printed 05/18/2006 10:59)

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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	418.63
57403	INGRAM LIBRARY SERVICES	VOIDED WARRANT	.00
		WARRANT TOTAL	.00
57404	INTOXIMETERS, INC.	MACHINERY & EQUIPMENT PD	922.55
		WARRANT TOTAL	922.55
57405	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
57406	JACOBS, LEO	CLOTHING SAN	26.97
		CLOTHING SAN	26.82
		WARRANT TOTAL	53.79
57407	JOHN DEERE GOVERNMENT &	EQUIPMENT REPLACEMENT FUND	83,870.70
		EQUIPMENT & VEHICLES CEM	6,014.00
		WARRANT TOTAL	89,884.70
57408	KESSELRING'S	AMMUNITION PD	1,684.80
		WARRANT TOTAL	1,684.80
57409	LABCORP	OP. SUPPLIES - GOLF PL	103.00
		PROFESSIONAL SERVICES PL	154.50
		PROFESSIONAL SERVICES SWR	51.50
		PROFESSIONAL SERVICES SAN	51.50
		WARRANT TOTAL	360.50
57410	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER JUD	200.00
		WARRANT TOTAL	200.00
57411	LEBARCO CORPORATION	TUITION/REGISTRATION PD	176.83
		TUITION/REGISTRATION FD	176.83
		WARRANT TOTAL	353.66
57412	LEFEBER BULB & TURF FARM	SUPPLIES ENG	136.90
		WARRANT TOTAL	136.90
57413	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES PL	23.33
		REPAIRS/MAINT-EQUIP SAN	164.01
		WARRANT TOTAL	187.34
57414	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR JUD	2,557.50
		WARRANT TOTAL	2,557.50
57415	MOORE, JACK R.	PROFESSIONAL SERVICES INSP	267.77
		PROFESSIONAL SERVICES INSP	2,779.27
		PROFESSIONAL SERVICES INSP	148.50

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PROFESSIONAL SERVICES	INSP	4,257.79
		PROFESSIONAL SERVICES	INSP	148.50
		PROFESSIONAL SERVICES	INSP	405.63
		PROFESSIONAL SERVICES	INSP	178.32
		PROFESSIONAL SERVICES	INSP	722.71
		PROFESSIONAL SERVICES	INSP	94.32
		PROFESSIONAL SERVICES	INSP	680.12
		PROFESSIONAL SERVICES	INSP	450.62
		PROFESSIONAL SERVICES	INSP	294.03
		WARRANT TOTAL		10,427.58
57416	MURDZIA, FRANK C.	PROFESSIONAL SERVICES	SWR	55.00
		PROFESSIONAL SERVICES	SAN	250.00
		WARRANT TOTAL		305.00
57417	NORTHWEST CASCADE INC.	OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	72.70
		WARRANT TOTAL		166.46
57418	NORTHWEST LININGS &	REPAIRS/MAINT-STREETS	PL	1,199.64
		WARRANT TOTAL		1,199.64
57419	OFFICE DEPOT	OFFICE/OPERATING SUPPLIES	PD	146.95
		OPERATING SUPPLIES	FD	41.99
		WARRANT TOTAL		188.94
57420	OFFICE SYSTEMS	REPAIR/MAINTENANCE	JUD	129.60
		WARRANT TOTAL		129.60
57421	OLIVER-HAMMER CLOTHES	CLOTHING	PL	237.54
		CLOTHING	PL	86.40
		CLOTHING	SAN	43.18
		WARRANT TOTAL		367.12
57422	OSO LUMBER	SMALL TOOLS & MINOR EQUIP	FD	25.29
		WARRANT TOTAL		25.29
57423	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	27.75
		MISC-LAUNDRY	PL	31.51
		MISC-LAUNDRY	PL	32.08
		MISC-LAUNDRY	PL	1.62
		MISC-LAUNDRY	PL	17.90
		MISC-LAUNDRY	PL	32.62
		MISC-LAUNDRY	PL	20.15
		LAUNDRY	SWR	23.73
		WARRANT TOTAL		187.36
57424	PACIFIC POWER BATTERIES	OFFICE/OPERATING SUPPLIES	PD	68.34
		OPERATING SUPPLIES	SWR	71.76
		WARRANT TOTAL		140.10
57425	PAPE MACHINERY	REPAIRS/MAINT-SAFETY EQUIP	PL	4.54

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		4.54
57426	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	85.65
		REPAIR & MAINT - AUTO	PD	876.26
		REPAIRS/MAINT - EQUIP	PL	12.53
		REPAIRS/MAINT-EQUIP	SAN	670.74
		REPAIRS/MAINT-EQUIP	SAN	359.83
		WARRANT TOTAL		2,005.01
57427	PERSONNEL CONCEPTS LTD	OPERATING SUPPLIES	CS	66.53
		PRINTING/PUBLICATIONS	PD	66.53
		OFFICE SUPPLIES	FD	66.53
		OPERATING SUPPLIES	LIB	66.53
		SAFETY EQUIPMENT	PL	66.53
		SAFETY EQUIPMENT	PL	66.53
		SAFETY EQUIPMENT	PL	66.53
		OPERATING SUPPLIES	SWR	66.53
		OPERATING SUPPLIES	SAN	66.53
		WARRANT TOTAL		598.77
57428	PHILLIPS ENVIRONMENTAL	COMPUTER NETWORK	CS	290.00
		WARRANT TOTAL		290.00
57429	PITTMAN, HAROLD	RETIRED MEDICAL	PD	30.00
		WARRANT TOTAL		30.00
57430	PRESTON GATES & ELLIS LLP	PROFESSIONAL SERVICES	LGL	135.00
		WARRANT TOTAL		135.00
57431	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	46.60
		PUBLIC UTILITIES	CS	30.22
		PUBLIC UTILITIES	FD	169.70
		PUBLIC UTILITIES	LIB	18.55
		PUBLIC UTILITIES	PL	413.90
		PUBLIC UTIL - CAMPGROUND	PL	186.10
		PUBLIC UTIL - HHS	PL	121.48
		PUBLIC UTILITIES	SWR	132.11
		PUBLIC UTILITIES	SAN	30.22
		WARRANT TOTAL		1,148.88
57432	PUGET SOUND ENERGY	PUBLIC UTIL - STREETLIGHTS	PL	6,576.87
		WARRANT TOTAL		6,576.87
57433	PURCHASE POWER	POSTAGE	PD	258.50
		POSTAGE	FD	258.49
		WARRANT TOTAL		516.99
57434	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	1,539.01
		PROFESSIONAL SERVICES	ENG	313.75
		ROADWAY - ARTERIAL MAINT	AST	361.49
		ENGINEERING-TOWNSHIP LINE	PWT	80.33
		ENGINEERING-TOWNSHIP LINE	PWT	14,381.34

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		IMPROVEMENT-TOWNSHIP LINE	SWR	1,953.93
		WARRANT TOTAL		18,629.85
57435	RONK BROTHERS, INC.	PLANT EQUIPMENT UPGRADES	SWR	117.00
		WARRANT TOTAL		117.00
57436	SANDERSON SAFETY SUPPLY	MAINT OF GENERAL EQUIP	SWR	1,229.42
		WARRANT TOTAL		1,229.42
57437	SCOTT'S BOOKSTORE	BOOKS, PERIOD, RECORDS	LIB	73.31
		WARRANT TOTAL		73.31
57438	SEDRO-WOLLEY AUTO PARTS	REPAIRS/MAINT - EQUIP	PL	87.30
		REPAIRS/MAINT - EQUIP	PL	87.30
		REPAIRS/MAINT - EQUIP	PL	50.03
		REPAIRS/MAINT - EQUIP	PL	23.08
		REPAIRS/MAINT - EQUIP	PL	4.65
		REPAIRS/MAINT - EQUIP	PL	9.56
		REPAIRS/MAINT - EQUIP	PL	24.56
		REPAIRS/MAINT - EQUIP	PL	1.26
		REPAIRS/MAINT - EQUIP	PL	19.40
		MAINT OF GENERAL EQUIP	SWR	10.07
		MAINT OF GENERAL EQUIP	SWR	26.94
		OPERATING SUPPLIES	SWR	38.56
		REPAIRS/MAINT-EQUIP	SAN	17.57
		REPAIRS/MAINT-EQUIP	SAN	40.47
		REPAIRS/MAINT-EQUIP	SAN	7.84
		WARRANT TOTAL		448.59
57439	SEDRO-WOLLEY LOGGERODEO	ADVERTISING-LOGGERODEO	HOT	6,000.00
		WARRANT TOTAL		6,000.00
57440	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	73.34
		WARRANT TOTAL		73.34
57441	SKAGIT PUD NO. 1	REPAIRS/MAINT-EQUIP	FD	769.26
		REPAIRS/MAINT-EQUIP	FD	2,628.75
		WARRANT TOTAL		1,859.49
57442	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	214.71
		WARRANT TOTAL		214.71
57443	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	35,832.19
		WARRANT TOTAL		35,832.19
57444	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	PL	14.03
		PROPANE	PL	16.33
		PROPANE	PL	18.48
		WARRANT TOTAL		48.84
57445	SKAGIT READY MIX, INC.	EQUIPMENT MAINT - GOLF	PL	266.76
		WARRANT TOTAL		266.76

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57446	SOLID WASTE SYSTEMS, INC.	CONTAINERS	SAN	832.49
		WARRANT TOTAL		832.49
57447	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	2.43
		WARRANT TOTAL		2.43
57448	SPARTAN MOTORS INC.	AUTO FUEL/DIESEL	FD	114.82
		WARRANT TOTAL		114.82
57449	STILES & STILES	PROFESSIONAL SERVICES	JUD	2,728.00
		WARRANT TOTAL		2,728.00
57450	SUNDOWNER KUSTOM KLEANING	COMMUNITY CENTER DEPOSITS		400.00
		WARRANT TOTAL		400.00
57451	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL		478.28
		WARRANT TOTAL		478.28
57452	TRUE VALUE	OFFICE/OPERATING SUPPLIES	PD	4.31
		OFFICE/OPERATING SUPPLIES	PD	4.31
		OFFICE/OPERATING SUPPLIES	PD	7.86
		OPERATING SUPPLIES	FD	4.31
		OPERATING SUPPLIES	FD	4.32
		OPERATING SUPPLIES	PL	61.52
		OPERATING SUPPLIES	PL	60.46
		OPERATING SUPPLIES	PL	15.07
		SUPPLIES - CAMPGROUND	PL	16.80
		SUPPLIES - CAMPGROUND	PL	60.44
		REPAIRS/MAINT - EQUIP	PL	10.00
		REPAIRS/MAINT - EQUIP	PL	.31
		REPAIRS/MAINT - EQUIP	PL	86.11
		REPAIRS/MAINT-HHS	PL	5.93
		MAINT OF GENERAL EQUIP	SWR	16.98
		OPERATING SUPPLIES	SWR	7.21
		OPERATING SUPPLIES	SWR	.11-
		OPERATING SUPPLIES	SWR	51.83
		OPERATING SUPPLIES	SWR	19.41
		OPERATING SUPPLIES	SWR	7.55
		OPERATING SUPPLIES	SWR	21.47
		OPERATING SUPPLIES	SAN	9.69
		OPERATING SUPPLIES	SAN	11.31
		OPERATING SUPPLIES	SAN	10.23
		WARRANT TOTAL		497.32
57453	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57454	TUCKER, WILLIAM L.	OFFICE/OPERATING SUPPLIES	PD	32.38
		WARRANT TOTAL		32.38
57455	UNITED LABORATORIES	OPERATING SUPPLIES	SAN	179.27
		WARRANT TOTAL		179.27

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57456	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	1,557.37
		WARRANT TOTAL		1,557.37
57457	UPSTART	MISC-WA LIB NETWK DIR DUES LIB		211.00
		WARRANT TOTAL		211.00
57458	USA BLUE BOOK	SAFETY EQUIPMENT	SWR	106.68
		WARRANT TOTAL		106.68
57459	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	65.55
		WARRANT TOTAL		65.55
57460	VALLEY AUTO SUPPLY	REPAIRS/MAINT - EQUIP	PL	28.06
		MAINTENANCE OF VEHICLES	SWR	15.22
		MAINT OF GENERAL EQUIP	SWR	31.04
		WARRANT TOTAL		74.32
57461	VALLEY BARK & TOPSOIL	OPERATING SUPPLIES	SWR	47.20
		WARRANT TOTAL		47.20
57462	VERIZON NORTHWEST	TELEPHONE	JUD	182.82
		TELEPHONE	FIN	457.01
		TELEPHONE	FIN	55.01
		TELEPHONE	PLN	91.41
		TELEPHONE	ENG	91.41
		TELEPHONE	PD	282.16
		TELEPHONE	PD	908.17
		TELEPHONE	INSP	91.41
		TELEPHONE	SWR	42.83
		WARRANT TOTAL		2,202.23
57463	VISTEN, LESLIE	RETIRED MEDICAL	PD	98.00
		WARRANT TOTAL		98.00
57464	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	435.00
		WARRANT TOTAL		435.00
57465	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	75.00
		WARRANT TOTAL		75.00
57466	WA STATE DEPT OF REVENUE	DUES/SUBSCRIPTIONS	PD	2.80
		SMALL TOOLS & EQUIPMENT	PD	7.15
		MACHINERY & EQUIPMENT	PD	22.50
		SUPPLIES	LIB	29.27
		TAXES AND ASSESSMENTS	LIB	6.66
		BOOKS, PERIOD, RECORDS	LIB	25.23
		OPERATING SUPPLIES	PL	18.40
		OP. SUPPLIES - TRAFFIC	PL	38.44
		TAXES & ASSESSMENTS	PL	179.94
		TAXES & ASSESSMENTS	PL	59.55
		OPERATING SUPPLIES	SWR	10.12
		TAXES AND ASSESSMENTS	SWR	3,355.60

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PLANT EQUIPMENT UPGRADES	SWR	10.23
		TAXES & ASSESSMENTS	SAN	4,702.48
		WARRANT TOTAL		8,468.37
57467	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	120.00
		WARRANT TOTAL		120.00
57468	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	8,751.74
		WARRANT TOTAL		8,751.74
57469	WILBUR-ELLIS	OP. SUPPLIES - GOLF	PL	29.16
		OP. SUPPLIES - GOLF	PL	211.51
		OP. SUPPLIES - GOLF	PL	48.11
		WARRANT TOTAL		288.78
57470	WOOD'S LOGGING SUPPLY INC	SUPPLIES	ENG	128.94
		POSTAGE	PD	5.78
		POSTAGE	PD	5.78
		OPERATING SUPPLIES	FD	31.49
		SMALL TOOLS & MINOR EQUIP	FD	36.69
		SMALL TOOLS & MINOR EQUIP	FD	237.16
		POSTAGE	FD	7.69
		POSTAGE	FD	13.20
		SAFETY EQUIPMENT	PL	46.40
		REPAIRS/MAINT - EQUIP	PL	34.50
		MAINTENANCE OF LINES	SWR	15.11
		MAINT OF PUMPING EQUIP	SWR	116.27
		OPERATING SUPPLIES	SAN	116.68
		EQUIPMENT & VEHICLES	SWR	389.99
		WARRANT TOTAL		1,185.68
57471	MENDOZA, JACINTO	COMMUNITY CENTER RENTS		325.00
		WARRANT TOTAL		325.00
		RUN TOTAL		810,988.61

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	74,472.02
101	PARK FUND	83,870.70
104	ARTERIAL STREET FUND	361.49
105	LIBRARY FUND	1,184.35
108	STADIUM FUND	6,000.00
110	PUBLIC LANDS 110	17,426.78
230	1996 G/O BOND REDEMPTION FUND	39,468.75
302	RES FOR CURR EXP CAP OUT FUND	8,998.31
332	PWTF SEWER CONSTRUCTION FUND	95,371.68
401	SEWER FUND	16,856.20
407	1998 SEWER REVENUE BOND FUND	404,338.75
412	SOLID WASTE FUND	56,235.59
501	EQUIPMENT REPLACEMENT FUND	6,403.99
TOTAL		810,988.61

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 05/24/2006 (Printed 05/18/2006 10:59)

DEPARTMENT	AMOUNT
001 000 012	5,797.92
001 000 014	972.52
001 000 015	275.61
001 000 016	34.58
001 000 018	1,191.41
001 000 019	100.15
001 000 020	2,784.47
001 000 021	17,216.41
001 000 022	35,356.52
001 000 024	10,527.72
001 000 062	214.71
FUND CURRENT EXPENSE FUND	74,472.02
101 000 076	83,870.70
FUND PARK FUND	83,870.70
104 000 042	361.49
FUND ARTERIAL STREET FUND	361.49
105 000 072	1,184.35
FUND LIBRARY FUND	1,184.35
108 000 019	6,000.00
FUND STADIUM FUND	6,000.00
110 000 000	725.00
110 000 042	16,701.78
FUND PUBLIC LANDS	110 17,426.78
230 000 082	39,468.75
FUND 1996 G/O BOND REDEMPTION FUND	39,468.75
302 000 000	8,998.31
FUND RES FOR CURR EXP CAP OUT FUND	8,998.31
332 000 082	95,371.68
FUND PWF SEWER CONSTRUCTION FUND	95,371.68
401 000 035	16,856.20
FUND SEWER FUND	16,856.20
407 000 082	404,338.75
FUND 1998 SEWER REVENUE BOND FUND	404,338.75
412 000 037	56,235.59
FUND SOLID WASTE FUND	56,235.59
501 000 102	6,014.00
501 000 401	389.99
FUND EQUIPMENT REPLACEMENT FUND	6,403.99
TOTAL	810,988.61

CITY OF SEDRO-WOOLLEY
RECEIVED ON

MAY 09 2006

TIME: _____
INITIALS: _____

City Council
City hall
Sedro woolley, wa.

Gentlemen

Again this year we respectively request the use of your large shelter at river front park for tuesday August 15th for our annual Skagit Widdowed support services (SWSS) picnic .

we are an all volenteer non-profit organization and understand that you may waive the usage fee . Thank you for taking the time to consider our request .

President
John W. DeKam

CITY COUNCIL AGENDA
REGULAR MEETING

MAY 24 2006

May 3, 2006
22341 grip road
sedro woolley, wa.

7:00 PM. COUNCIL CHAMBERS
AGENDA NO. 30

We Understand...

The death of a spouse can be the most painful event in life. The survivor may be overwhelmed by grief, loneliness, and fear of the unknown and may become frightened by these unfamiliar emotions.

The widowed person needs to know:

- * Are my feelings and behavior normal?
- * How can I make friends and family understand?
- * Where do I go from here?

Skagit Widowed Support Services can help the widowed find answers to these and other questions.

We Want to Help . . .

Grief Discussion Series

Widowed persons often find comfort in talking with others who are grieving. **Skagit Widowed Support Services** sponsors an 8-week discussion series where widowed men and women can learn to deal with their feelings and share concerns.

"Talk Outs"

Widowed persons will enjoy joining informal social gatherings with other widows and widowers. There is time for sharing feelings and ideas and for making new friends.

Social Program

SWSS offers a social program which includes no-host luncheons, pot-lucks, and monthly dinners where you can meet in a safe, warm, supportive atmosphere to socialize with other widowed people who will listen and understand.

Please call or write for additional information.

Skagit Widowed Support Services

P.O. Box 156
Mount Vernon
Washington
98273

1-800-317-7988

A free monthly SWSS newsletter is mailed to all members and to prospective members.

We are a non-profit, non-denominational support group of local volunteers. Membership is open to all widowed men and women.



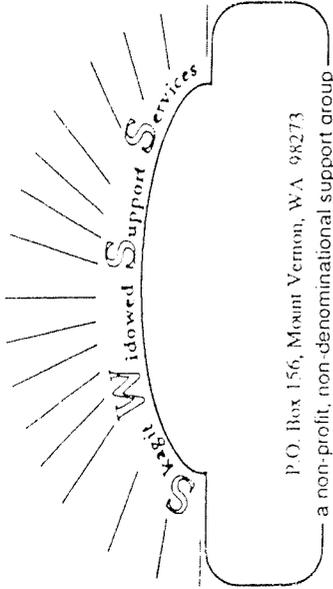
If you are interested in learning more about Skagit Widowed Support Services please call or return the following:

- Please put me on your mailing list
- I am interested in the Grief Discussion Group

Name _____

Address _____

Phone _____



Skagit Widowed Support Services



P.O. Box 156
Mount Vernon, WA. 98273
1-800-317-7988

Proclamation of the Mayor

Whereas, on average, 700 people die each year in boating-related accidents in the U.S.; nearly 70% of these are fatalities caused by drowning; and

Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

Whereas, modern life jackets are more comfortable, more attractive, and more wearable than styles of years past and deserve a fresh look by today's boating public.

Therefore, I, _____, do hereby support the goals of the North American Safe Boating Campaign and United States Power Squadrons® and proclaim **May 20-26, 2006**, as **National Safe Boating Week** and the start of the year-round effort to promote safe boating.

In Witness Whereof, I urge all those who boat to "Boat Smart. Boat Safe. Wear it." and practice safe boating habits.

Given under my signature and the seal of _____

at the city of _____ this _____ day of _____, in 2006.



MAY 24 2006

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

STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT

Dear Mayor Sharon Dillon,

Governor Christine Gregoire has signed a proclamation designating June 2006 as "Hire-A-Veteran Month" in Washington State, a month set aside to bring veteran, community leaders and employers together to provide jobs, training and veteran information, to our veterans who have served in the military, and to recognize our men and women fighting and serving in Iraq, Afghanistan, and military installations around the world.

Please join Governor Gregoire and show your support with your signed proclamation designating June as "Hire-A-Veteran Month".

Sincerely,


David L. Mallory

Northwest Veterans Services

Washington State Employment Security Department

P.O. Box 160

Mount Vernon, WA. 98273

A partner at WorkSource



Join Us for the

2006 Northwest Veterans Job Fair for: "Hire A Veteran"

5th Annual Event Held In Conjunction with
Hire-A-Veteran Month

This event is free and open to the public - Please call (360) 416-3572/3575 for further information

**Open
to
Everyone**

**Thursday, 01 June 2006
10:00AM - 2:00PM
2005 E. College Way
Mount Vernon, WA**

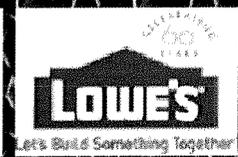
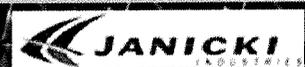
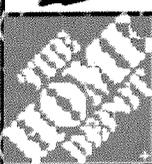
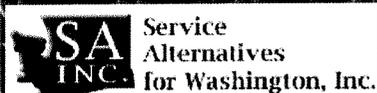
**No
Cost
Event**

10 REASONS TO HIRE A VETERAN

- Accelerated Learning Curve
- Technology and globalization
- Conscious of Health and Safety Standards
- Diversity and Inclusion in Action
- Efficient Performance Under Pressure
- Respect for Procedures
- Triumph over Adversity
- Teamwork
- Leadership
- Integrity

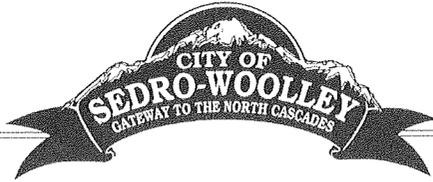


Attend the Job Fair and See your Company Logo Here



Hiring A Veteran Is Not Goodwill... It's Good Business!!!

* The President's National Hire Veterans Committee (PNHVC) - WWW.HIREVETSFIRST.GOV



PROCLAMATION

WHEREAS, June 2006 has been designated as “Hire-A-Veteran Month” in Washington State, a month set aside to bring veteran, community leaders and employers together to provide jobs, training and veteran information, to our veterans who have served in our military, and to recognize our men and women fighting and serving in Iraq, Afghanistan, and military installations around the world; and

WHEREAS, Hire-A-Veteran Month will serve to establish special veteran employment and hiring events, in support of the Presidents “Hire-A-Veteran First” campaign, that serves to help secure employment opportunities for our veterans and the men and women returning home from the war zones, they need our help and support in finding jobs to assist them and their families in returning to their normal lives; and

WHEREAS, the peace and accomplishments our country enjoys today is due to the tireless efforts and sacrifices our military men and women and their families have endured to make our country a better place for all of us to live; and

WHEREAS, we recognize those who have responded without hesitation to the call to duty and have served to make our country free, and those men and women that are serving today to keep our country free, especially our troops in troubled spots around the world; and

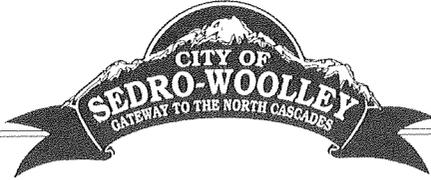
WHEREAS, Employment Security, Department of Veterans Affairs, Veteran Service providers and its partners in WorkSource are committed to providing assistance in obtaining quality employment, information and training opportunities to veterans, their families and the community by hosting events such as Hire-A-Veteran Job Fairs, in Whatcom, Skagit, Island, San Juan Counties and other hiring events across the state.

NOW THEREFORE, I, Sharon Dillon, do hereby proclaim June 2006, as

HIRE-A-VETERAN MONTH

In the City of Sedro-Woolley Washington, and urge all citizens to join me in this special observance.

Signed this 24th day of May 2006



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

MAY 24 2006

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

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

PUBLIC HEARING(S)

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

MAY 24 2006

To: Mayor and City Council
From: Patrick Hayden
Date: 5/18/2006
Re: Brickyard Creek Sub-Area Plan

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

I. Issue: Should the City Council enact an interim Brickyard Creek Sub-Area Plan to support the IAC/WWRP-RP grant application?

II. Background: Brickyard Creek is a significant conduit for storm water, and can be rehabilitated for salmon habitat and recreational use (trail). In addition, one of the trading points with DOE to avoid adopting 300 foot buffers on Brickyard Creek was to enhance a more limited buffer on Brickyard Creek through the adoption and implementation of a sub-area plan. The long-term plan is to use Brickyard Creek as a de facto wetlands mitigation bank, and direct mitigation and restoration to this area as a component of buffer reduction and wetlands mitigation on other sites. In addition, Brickyard Creek can provide a walking trail from SR 20 to Fruitdale Road.

Many people look at Brickyard Creek for a single value, such as storm water conveyance and flood water storage, or salmon habitat, and assume that only one value can be achieved. However there is a reality to all values that cannot be wished away. In times of storm water events, Brickyard Creek is going to have to convey water away from houses, no matter what else it does. In addition, people have planted salmon in Brickyard Creek, which makes it a regulated HPA waterway, whether or not it is in its historic location. We have to find a way to reconcile both storm/flood water protection and salmon habitat restoration for this waterway.

While some technical profile data is available for Brickyard Creek, there is no current survey and inventory of the profile, slope, and storm water and habitat conditions. We need to take an inventory of the creek and adjacent lands, to determine what ROWs are reasonably available, what improvements are necessary, and how a walking trail can be constructed along the creek. If we have a plan and a permitted improvement project, we can direct mitigation to specific sites on Brickyard Creek.

The purpose of the Brickyard Creek Sub-Area Plan, at this beginning stage is to: (a) take a survey and inventory of what we have, its location, slope, and adjacent property interests, so we can start planning for improvements, and (b) do a pilot project at the Logan park site to see what we can achieve, and to serve as an example for other locations along the creek.

This is an interim plan, and a permanent (Phase I) plan will be presented in November as part of the 2006 Comp Plan Update.

III. Recommended Action: Passage of Ordinance No. _____, titled: **AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING THE BRICKYARD CREEK SUB-AREA PLAN OF THE COMPREHENSIVE PLAN, TO BE EFFECTIVE FOR A PERIOD OF SIX MONTHS, AND ENTERING FINDINGS OF FACT.**

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,
ADOPTING THE BRICKYARD CREEK SUB-AREA PLAN OF THE
COMPREHENSIVE PLAN, TO BE EFFECTIVE FOR A PERIOD OF SIX
MONTHS, AND ENTERING FINDINGS OF FACT**

WHEREAS, the City Council of the City of Sedro-Woolley finds that it is necessary to plan for future improvements to Brickyard Creek; and

WHEREAS, the City Council of the City of Sedro-Woolley finds that these improvements should implement the goals in the Sedro-Woolley Comprehensive Plan;

WHEREAS, the City Council of the City of Sedro-Woolley finds that Brickyard Creek is a valuable resource for wildlife habitat, wetlands resources, recreation and storm water conveyance; and

WHEREAS, the City Council of the City of Sedro-Woolley finds that the City of Sedro-Woolley should invest in the improvement and rehabilitation of Brickyard Creek to provide for a walking trail, interpretative stations, and enhanced stream habitat through the City, and

WHEREAS, the City Council of the City of Sedro-Woolley finds that it should adopt for a period of six months as a temporary measure and on an emergency basis, a Brickyard Creek Sub-Area Plan element of the Comprehensive Plan until the plan can be updated and more fully completed, and adopted permanently as part of the 2006 necessary updates to the Comprehensive Plan; now, therefore,

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

Section 1. Purpose. The purpose of this interim Brickyard Creek Sub-Area Plan element of the Comprehensive Plan is to include the necessary improvements in the capital facilities plan to allow the City pursue funding of these facilities as identified in the Plan.

Section 2. Duration of Ordinance. This ordinance shall be in effect for a period of six months, beginning May 21, 2006, unless extended by the City Council.

Section 3. Findings. The City Council hereby finds as follows:

1. It is necessary to plan for future improvements to Brickyard Creek and their funding.
2. The City is experiencing major growth, which is impacting the City's recreational and storm water facilities at significant expense. It is fair and equitable for new development to pay its proportional share of the cost of these facilities.
3. The attached Brickyard Creek Sub-Area Plan implements the goals and policies in the Comprehensive Plan.

4. Adoption of the amendment to the Capital Facilities Element should be by interim ordinance.
5. The storm water elements of the Sub-Area plan are necessary for protection of the public health, safety, and welfare.

Section 4. Plan Adopted. The Brickyard Creek Sub-Area Plan set forth on Exhibit A is hereby adopted and incorporated into the Sedro-Woolley Comprehensive Plan and amendments thereto.

Section 5. Public Hearing on Ordinance. The City Council has held a public hearing on this ordinance and hereby adopts findings of fact justifying its actions, and is affirming the ordinance following the public hearing.

Section 6. Codification. This ordinance shall not be codified as part of the Sedro-Woolley Municipal Code, but a copy this ordinance shall be available for public review and copying at Sedro-Woolley City Hall.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. Effective Date. This ordinance shall be effective five (5) days after passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2006.

MAYOR

Attest:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY:

City of Sedro-Woolley Brickyard Creek Sub-Area Plan

Background

The City of Sedro-Woolley is bisected by Brickyard Creek, portions of which are naturally occurring, and portions of which are wholly constructed. (An aerial photo map of Brickyard Creek is attached hereto as Exhibit A.) Brickyard Creek has sections which are at best a ditch, and sections which preserve a natural habitat for salmon and other species.

The impact of prior development is not uniform along Brickyard Creek. Some sections of Brickyard Creek are widely buffered with great potential for future enhancement. Other sections are closely hemmed in by development that precludes very much change, and will not easily be incorporated into this plan.

However, in general Brickyard Creek has great unrealized potential for recreation trails, and provides an opportunity for interaction with the natural environment. In addition, Brickyard Creek is a major stormwater conduit for the City of Sedro-Woolley, and is managed by the Sub-Flood Control Zone, a taxing entity of Skagit County.

Future development threatens the natural character of Brickyard Creek, as well as its ability to provide storm water flow to the Skagit River. Development along the creek also provides an opportunity for preservation and enhancement.

Brickyard Creek will become marginalized if it is not protected through planning, management and enhancement to achieve the goals of the Comprehensive Plan. Habitat and natural areas, as well as future increases in storm water carrying capacity, will be permanently foreclosed if the City of Sedro-Woolley does not invest in planning for these improvements.

Development of the Sedro-Woolley area provides an opportunity to use wetlands and habitat mitigation to enhance and rehabilitate Brickyard Creek. In addition, development which has a duty to provide for storm water mitigation can invest in Brickyard Creek. The topography of the area also creates problems for storm water discharge, which can be served by Brickyard Creek.

However, a formal plan is necessary to ensure that all uses are equally balanced in the development of the creek and surrounding area, and that the City has the ability to direct developers to invest their mitigation into the Brickyard Creek drainage, and not elsewhere. In general, development around Brickyard Creek can serve as the financial engine to achieve habitat, wetlands, and storm water mitigation goals for Brickyard Creek, if supported by a formal Sub-Area Plan for Brickyard Creek.

Area Defined

The Brickyard Creek Sub-Area Plan applies to land generally located within 100 feet on either side of the top of the bank of Brickyard Creek, or the area designated for

protection, enhancement and mitigation under the Critical Areas Ordinance as modified by mitigation allowances, whichever is less.

Plan Goals

The Goals of this sub-area plan are to achieve the following:

Inventory and survey the storm water management facilities, both natural and man-made, within the Brickyard Creek watershed to enable detailed engineering evaluations, and to serve as a benchmark for future development that uses Brickyard Creek for stormwater passage.

Inventory and survey (salmon) habitat and wetlands, both natural and man-made, within Brickyard Creek watershed, to enable detailed environmental evaluations, and to serve as a benchmark for future development that impacts Brickyard Creek or its associated wetlands.

Adopt level of service standards for flooding protection in areas adjacent to Brickyard Creek, and provide solutions for flood protection commensurate with the potential for damages, as a standard for future development.

Identify water quality problems in the watershed, ascertain the source and nature of the problems, adopt water quality goals, and seek corrective action where appropriate.

Identify site-specific locations of channel restrictions for salmon habitat, assess the nature and cause of the individual problems, and develop remedial solutions.

Identify and assess the viability of ecological systems in the plan area and identify potential areas for habitat restoration and protection.

Develop specific capital improvement projects or programs with an emphasis on integrating flood protection, water quality, and ecological protection /restoration objectives, and recreation opportunities, including a trail system along the creek.

Develop the Brickyard Creek Management Plan with active public participation and input.

Acquire property, ROW and easements to permit the City to preserve and enhance Brickyard Creek for purposes of habitat restoration (including associated wetlands), recreation facilities, and storm water conveyance.

Process to Achieve Goals

As development occurs in this area, developers will be required to work with the City as a condition of development approval, to contribute to mitigation and compliance with the critical areas ordinance and with this Brickyard Creek Sub-Area Plan.

The City will acquire property, ROW, and easements through the following processes:

- a. Purchase and accept the donation of land in the form of ROW easements and property to allow for future rehabilitation of the creek and development of a recreational trail along the creek.
- b. Provide for mitigation through stream habitat enhancement and construction and enhancement of associated wetlands as mitigation for development consistent with the Critical Areas Ordinance.
- c. Encourage mitigation to be directed to Brickyard Creek by developing construction-ready projects in which developers can participate, to provide credits in a manner similar to wetlands banking.
- d. Apply for grants for the development of habitat, recreation and stormwater management that achieves the goals of this plan.

The provision of creek and trail corridors will be reviewed as part of the SEPA approval process and in appropriate cases may be a condition of a Mitigated DNS or EIS. Such provisions may be a condition of the plat approval process, conditional use permit approvals, binding site plan approvals, or other land use approvals.

The City Engineer will be responsible for the creek configuration, the design requirements, and location, in the context of the land use action approval process, including approval by the Planning Commission and City Council when required by City ordinances.

Short Term Solutions – IAC Grant – Pilot Project

This Brickyard Creek Sub-Area Plan contemplates both short term and long-term improvements to achieve the goals set forth in this Plan. Long-term improvements are outlined above. However, as a short term project, the City shall apply for an IAC RP Grant to improve approximately six acres of Brickyard Creek and associated lands which the owners of Logan Park multi-family housing complex will donate to the City. The City will work with Skagit Fisheries Enhancement Group to prepare a site-specific plan for the relocation and rehabilitation of Brickyard Creek and associated lands, with a recreational trail, interpretative stations, salmon habitat restoration, and increased stormwater conveyance. This project will serve as a Pilot Project for Brickyard Creek, to set a standard of rehabilitation associated with adjacent development.

Process to Amend Plan

This Plan may be modified by the City Council based on the recommendations of the City Engineer, City Planner, and others, to ensure that it incorporates the most current data concerning Brickyard Creek.

Map of Proposed Sub-Area Plan

The attached map (Exhibit A) illustrates the boundaries of the sub-area to which the plan applies.

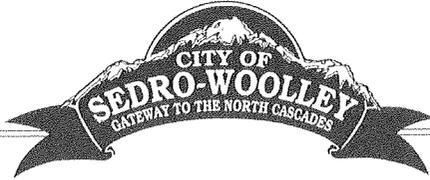
Exhibit A

Note:

Maps are too large for council packet (scan).

You may view them at City Hall upon request.

NEW BUSINESS



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**

MAY 24 2006

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

May 9, 2006

TO: Mayor Dillon and City Council

FROM: STAFF 

SUBJECT: Department of Ecology Phase II Grant Agreement No. G0600306

Situation:

Should the Council authorize the Mayor to sign and execute the attached agreement with Washington State Department of Ecology to receive our \$75,000 grant?

Background:

We have finally reached the end of the process to receive \$75,000 from the Washington State Department of Ecology earmark money for NPDES Phase II communities. This is a no-match required grant. It has been approximately 2 years in coming. There is no down-side to accepting this grant.

The legislature authorized approximately \$3 Million to be shared among the approximately 110 Phase II communities. Rather than give each community approximately \$27,000, it was determined that the mission of NPDES Phase II would best be served by giving the 32 neediest communities each \$75,000. \$600,000 was set aside for partnerships with non-Phase II communities.

In our case, this money will be used to establish a Capital Improvement Program list of projects, to establish a funding needs assessment, and to set up a funding mechanism for meeting the requirements of NPDES Phase II, and to begin setting up an implementation program for our NPDES Phase II program.

Recommended Action:

Motion to authorize the Mayor to sign and execute the attached agreement, and authorize the Mayor to authorize Staff signature authority for the direct administration of the contract itself.

RJB:rjb



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
TTY 711 or 800-833-6388 (for the speech or hearing impaired)

May 4, 2006

Mr. Richard J. Blair, P.E.
Director of Public Works/City Engineer
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

**Re: Phase II Municipal Stormwater Grants Program
Ecology Grant Agreement No. G0600306**

Dear Mr. Blair:

Enclosed are three unsigned copies of the above-referenced agreement between the Department of Ecology and the City of Sedro-Woolley for the Sedro-Woolley Stormwater Program Initiation Project.

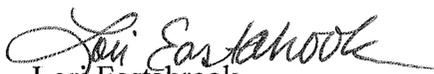
Please carefully review the grant agreement including the project scope of work, budget, and special conditions and if all is acceptable, have Sharon Dillon sign the enclosed three originals of the grant agreement, then return all three to me. One fully-executed original will be returned to you after signature by our Program Manager.

This agreement will be final upon the date of signature by the Water Quality Program Manager. Once effective, costs may be incurred against the project.

Also enclosed is a Signature Authorization Form. Please have all necessary staff sign and then return to me.

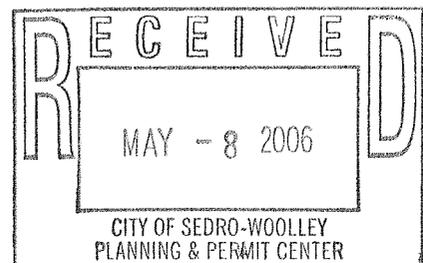
If you should have any questions, please call me at (360) 407-6541.

Sincerely,


Lori Eastabrook
Financial Manger
Water Quality Program

Enclosures

cc: Joanne Polayes, Ecology, WQ/NWRO



SIGNATURE AUTHORIZATION FORM FOR GRANT/LOAN RECIPIENTS



Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Phone: (360) 407-6600
FAX: (360) 407-7151

Name of Organization	Date Submitted

Project Title	Agreement Number

AUTHORIZING SIGNATORY		
Signature	Print	Title/Term of Office

AUTHORIZED TO SIGN AGREEMENT AMENDMENTS		
Signature	Print	Title

AUTHORIZED TO SIGN REQUEST FOR REIMBURSEMENT		
Signature	Print	Title

**PHASE II MUNICIPAL STORMWATER GRANTS PROGRAM
GRANT AGREEMENT
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF SEDRO-WOOLLEY**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology, hereinafter referred to as the "DEPARTMENT", and the City of Sedro-Woolley, hereinafter referred to as the "RECIPIENT." The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

PART I. GENERAL INFORMATION

Project Title: Sedro-Woolley Stormwater Program Initiation

Grant Number: G0600306

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

RECIPIENT Contact: Richard J. Blair, P.E.
Director of Public Works/ City Engineer
Telephone Number: (360) 855-0771
Fax Number: (360) 855-0733
E-Mail Address: rblair@ci.sedro-woolley.wa.us

RECIPIENT Billing Contact: Patsy Nelson
Telephone Number: (360) 855-1661
Fax Number: (360) 855-0707
E-Mail Address: pnelson@ci.sedro-woolley.wa.us

RECIPIENT Federal ID Number: 91-6001276

DEPARTMENT Project Manager: Joanne Polayes
Address: Department of Ecology, Northwest Regional Office
3190 160th Avenue SE
Bellevue, WA 98008-5452
Telephone Number: (425) 649-7269
Fax Number: (425) 649-7098
E-Mail Address: jpol461@ecy.wa.gov

Sedro-Woolley Stormwater Program Initiation
City of Sedro-Woolley
Grant No. G0600306

DEPARTMENT Financial Manager: Lori Eastabrook
Mailing Address: Water Quality Program
Washington State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600
Telephone Number: (360) 407-6541
Fax Number: (360) 407-7151
E-Mail Address: loea461@ecy.wa.gov

DEPARTMENT Funding Source: Stormwater Phase II Local Toxics Control Account
(FY06)

Total Cost: \$75,000
Total Eligible Cost: \$75,000

DEPARTMENT Share: \$75,000
RECIPIENT Share: \$0

DEPARTMENT Maximum Percentage: 100 percent

The effective date of this grant agreement shall be the date this agreement is signed by the DEPARTMENT's Water Quality Program Manager. Any work performed prior to the effective date of this agreement will be at the sole expense and risk of the RECIPIENT.

This agreement shall expire no later than **August 31, 2008**.

PART II. PERFORMANCE MEASURES

- A. Post Project Assessment: The RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of eventual environmental results or goals from the project.

The DEPARTMENT's Performance Measures Lead will e-mail the RECIPIENT the Post Project Assessment Survey approximately sixty (60) days prior to the Post Project Assessment Date. An example of the Post Project Assessment Survey is included as Attachment 1. This form is to be completed by the RECIPIENT and sent as an e-mail attachment to the DEPARTMENT's Project Manager and the DEPARTMENT's Water Quality Program Performance Measures Lead.

The DEPARTMENT may conduct on-site interviews and inspections, and may otherwise evaluate the Project. The DEPARTMENT will enter the information provided into its performance measures database to be provided to the Washington State Legislature,

United States Environmental Protection Agency, and other natural resource agencies. The Performance Measures Lead will be available as needed during negotiations, throughout the project, and in the post project assessment period as a resource.

Post Project Assessment Date: December 31, 2011

- B. Water Quality Goal(s): Regulatory compliance achieved to address the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit requirements in the City of Sedro-Woolley, Brickyard Creek (tributary to the Skagit River), and Wollard Creek (tributary to the Samish River via Thomas Creek).
- C. Outcomes: The RECIPIENT will develop a funding structure and Capital Improvement Plan (CIP) for its currently unfunded stormwater utility, so it will then be able to implement water quality protections consistent with the Phase II Municipal Stormwater Permit. This will require passage of a funding ordinance by the RECIPIENT's City Council.
- D. Project Milestones: Review the RECIPIENT's current dormant, unfunded stormwater utility ordinance and develop recommendations for establishment and funding of a functioning stormwater utility by December 31, 2007.
- Inventory the RECIPIENT's stormwater CIP needs and develop cost estimates by September 30, 2007.
 - Hold at least one public meeting to present needs and funding proposal to the public by September 30, 2007.
 - Present CIP and funding proposal to the City Council for action by December 31, 2007.

PART III. PROJECT DESCRIPTION

The RECIPIENT is currently only able to perform the most basic of tasks associated with stormwater management. Relative to water quality, the RECIPIENT has adopted the 1992 Ecology Stormwater Management Manual for the Puget Sound Basin; however, the RECIPIENT lacks the necessary resources to police implementation. To begin working toward Phase II permit compliance, the RECIPIENT will use this grant to undertake a study to develop funding needs, including a capital improvement plan, personnel needs, and a stable rate structure for the RECIPIENT's stormwater utility. The RECIPIENT will present the study findings and a proposed implementing ordinance to the City Council.

If any funding remains after all other project tasks are completed and approved by the DEPARTMENT, the RECIPIENT will apply the remaining funds to additional Phase II Stormwater Permit elements, which may include (in order of priority): survey and computer

mapping of the RECIPIENT's stormwater system using Geographic Information System (GIS) tools and establish a stormwater hydraulic model; establish a public education and outreach program; perform a feasibility study for a regional stormwater treatment and wetland enhancement facility; and update the RECIPIENT's stormwater management plan. After grant funding is exhausted, it is the RECIPIENT's intent to complete these elements with stormwater utility funding as it becomes available.

PART IV. PROJECT BUDGET

Sedro-Woolley Stormwater Program Initiation	
ELEMENTS	TOTAL ELIGIBLE COST (TEC)*
Task 1 – Project Administration/Management	\$0
Task 2 – Stormwater Utility Ordinance Review and Revision	\$10,000
Task 3 – Capital Improvement Plan Development	\$20,000
Task 4 – Funding Study/Rate Structure Development	\$40,000
Task 5 – Public Outreach	\$ 5,000
Total	\$75,000
* The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.	
MATCHING REQUIREMENTS (There are no matching requirements in this program)	
DEPARTMENT Share FY 06 (100% of TEC) (Washington State Legislative 2005-07 Capital Budget, Section 325(3))	\$75,000

Payment Request Submittals. Payment requests shall not be submitted more often than monthly, unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

PART V. SCOPE OF WORK

The RECIPIENT shall ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work. The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. The RECIPIENT shall submit a copy of the final negotiated agreement(s) to the DEPARTMENT's Financial Manager.

Task 1 - Project Administration/Management

- A. The RECIPIENT shall administer the project. Responsibilities shall include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT shall manage the project. Efforts shall include conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees, the DEPARTMENT, all affected local, state, or federal jurisdictions, and/or any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT shall submit all invoice voucher submittals and supportive documentation, to the DEPARTMENT's Financial Manager. Invoice voucher submittals shall include a State of Washington Invoice Voucher Form A19-1A, Form B2 (ECY 060-7), Form C2 (ECY 060-9), Form D (ECY 060-11), Form G (ECY 060-14), Form E (ECY 060-12), Form F (ECY 060-13), Form H (F-21), and Form I (ECY 060-15) must be completed where eligible costs have been incurred. Copies of all applicable forms shall be included with an original A19-1A, and shall be submitted the DEPARTMENT. Blank forms are found in Administrative Requirements for Ecology Grants and Loans (or "*Yellow Book*").
- D. The RECIPIENT shall submit to the DEPARTMENT's Project Manager the following documents and in the quantities identified:
 - Draft project completion reports – one copies
 - Final project completion reports – three copies
 - Electronic copy of final project completion report

The RECIPIENT shall submit two copies of any document(s) that require DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

- E. Total Eligible Task Cost: \$0
- F. Required Performance:
 - 1. Effectively administer and manage this grant project.
 - 2. Maintain all project records.
 - 3. Submit all required performance items, progress reports, financial vouchers, and maintenance of all project records.

Task 2 – Stormwater Utility Ordinance Review and Revision

- A. The RECIPIENT shall contract with a consulting firm to review the existing unfunded stormwater utility ordinance and make recommendations for changes needed to make it effective.
- B. The RECIPIENT shall work with the consultant to prepare draft language for revising and adding a funding mechanism to the stormwater utility ordinance.
- C. Total Eligible Task Cost: \$10,000
- D. Required Performance:
 - 1. Submittal of a scope of work for the consultant contract to the DEPARTMENT for review.
 - 2. Submittal of the consultant’s final report to the DEPARTMENT.

Task 3 – Capital Improvement Plan Development

- A. The RECIPIENT shall contract with a consulting firm to inventory existing stormwater project funding needs and develop a current Capital Improvement Plan (CIP) and cost estimates. This contract may be combined with the contract under Task 2 and/or Task 4 as appropriate.
- B. Total Eligible Task Cost: \$20,000

C. Required Performance:

1. Submittal of a scope of work for the consultant contract to the DEPARTMENT for review.
2. Submittal of the CIP report to the DEPARTMENT

Task 4 – Funding Study/Rate Structure Development

A. The RECIPIENT shall contract with a consulting firm to undertake a funding study to develop a stable rate structure to support the stormwater utility. This contract may be combined with the contract under Task 2 and/or Task 3 as appropriate.

B. The rate structure shall apply to residential, commercial, and industrial properties and shall be sufficient to fund Capital Improvement Plan projects, maintenance of the stormwater system, and personnel needs for Phase II compliance over time.

C. Total Eligible Task Cost: \$40,000

D. Required Performance:

1. Submittal of a scope of work for the consultant contract to the DEPARTMENT for review.
2. Submittal of the funding study report to the DEPARTMENT

Task 5 – Public Outreach

A. The RECIPIENT shall hold at least one public meeting to present the results of the consultant studies and encourage public support for the stormwater utility activities and fees.

B. The RECIPIENT shall develop at least one brochure, newspaper article, billing insert or other educational product to inform the public about the stormwater utility, its water quality functions and benefits, and proposed fees.

C. The RECIPIENT shall provide the DEPARTMENT with two copies of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, posters, media announcements.

D. The RECIPIENT shall present the Funding Study and Capital Improvement Plan and proposed revisions to the stormwater utility ordinance to the City Council and shall testify on their behalf.

- E. Total Eligible Task Cost: \$5,000
- F. Required Performance:
 - 1. Hold one public meeting.
 - 2. Prepare copies of educational products.
 - 3. Provide a summary of results from City Council meeting.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Commencement of Work. In the event that the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.
- B. DEPARTMENT Funding Recognition. The RECIPIENT shall acknowledge and inform the public about DEPARTMENT funding participation in this project through the use of project signs and/or acknowledgement in published materials and reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.
- C. Meetings/Light Refreshments. The RECIPIENT may spend up to \$50 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed \$100.
- D. Minority and Women's Business Participation. The Office of Minority and Women Owned Business Enterprises (OMWBE) has established voluntary goals for the participation of minority- and women-owned business in procurements made with DEPARTMENT funds. In accordance with the provisions of I-200, no contract award or rejection shall be made based on the achievement or non-achievement of the goals. Achievement of the goal is encouraged; however, the RECIPIENT and all prospective bidders or persons submitting qualifications must take the affirmative steps set forth in the grant agreement in procurement. It is a state and national goal to expand opportunities for minority- and women-owned business enterprise. RECIPIENTS are therefore encouraged to use minority- and women-owned banks (as defined by OMWBE). The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT's goals for minority- and women-

owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6% WBE
Architecture/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

The RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce as appropriate.

By signing this agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

1. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

ATTACHMENT 1

**WATER QUALITY PROGRAM - FINANCIAL MANAGEMENT
POST PROJECT ASSESSMENT SURVEY**

1. Agreement Number:

2. Recipient Name:

3. Project Name:

4. Years Since Project Completion:

Three Four Five Other (please specify):

5. Contact Information:

Contact Name:

Contact Phone Number:

Contact E-mail Address:

6. Level of Involvement by Present Contact on Project:

7. Type of Project (check both if applicable): Activity Facility

8. Financing:

Total Project Cost:

Total Eligible Project Cost:

Ecology Loan Amount:

If Applicable, Ecology Grant Amount:

9. Water Quality and/or Compliance Problem:

Describe the *Most Critical* Specific “Project Result(s)” or “Outcome(s)” actually achieved by the Project:

10. Provide documentation (including digital color pictures) that evidence the continued maintenance and effectiveness of the Project at the time of this survey:

11. Check the Eventual Environmental Result(s) or Goal(s) substantively addressed or achieved by the Project:
 - Designated beneficial uses restored or protected, and/or
 - Regulatory compliance achieved, and/or
 - Severe Public Health Hazard or Public Health Emergency eliminated.

12. Describe the status of the Eventual Environmental Result(s) or Goal(s) at the time of this assessment:

13. Describe subsequent work and ongoing efforts needed to achieve the Eventual Environmental Result(s) or Goal(s) by you and others in the area:

GENERAL TERMS AND CONDITIONS
**Pertaining to Grant and Loan Agreements of
the Department of Ecology**

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. The RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$300,000 or more in a year in Federal funds. The \$300,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within twenty (20) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and certified as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Budget deviation. Deviations in budget amounts are not allowed without written amendment(s) to this agreement. Payment requests will be disallowed when the RECIPIENT'S request for reimbursement exceeds the State maximum share amount for that element, as described in the Scope of Work.

3. Period of Compensation. Payments shall only be made for action of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

4. Final Request(s) for Payment. The RECIPIENT must submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

5. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance and a financial bond. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.

6. Unauthorized Expenditures. All payments to the RECIPIENT shall be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

7. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

8. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. RECYCLED/RECYCLABLE PAPER

All documents and materials published under this agreement shall be produced on recycled paper containing the highest level of post consumer and recycled content that is available. At a minimum, paper with 10 percent post consumer content and 50 percent recycled content shall be used. Whenever possible, all materials shall be published on paper that is unbleached or has not been treated with chlorine gas and/or hypochlorite.

As appropriate, all materials shall be published on both sides of the paper and shall minimize the use of glossy or colored paper and other items which reduce the recyclability of the document.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required

to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 05/02

CITY OF SEDRO-WOOLLEY

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

Memorandum

**CITY COUNCIL AGENDA
REGULAR MEETING**

MAY 24 2006

To: Mayor and City Council

From: Patrick Hayden

Date: 5/18/2006

Re: Correction of Ordinance No. 1539-06 (SWMC 8.04.075)

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

I. Issue: Should the City Council correct typos in Ordinance No. 1539-06, which set the due date for past due solid waste bills?

II. Background: Ordinance No. 1530-05, passed November 22, 2005 and effective February 1, 2006, amended SWMC 8.04.075 to increase garbage rates, among other things.

Ordinance No. 1539-06, passed February 8, 2006, amended Subsection (F) of SWMC 8.04.075 to establish a common past-due date for sewer and garbage billing so the computer billing system could more easily handle the unified billing for sewer and garbage.

State law requires that the entire code section be set forth in any amendment, so all of SWMC Sec. 8.04.075 was restated in both ordinances. I mistakenly used the older version of SWMC 8.04.075 in Ordinance No. 1539-06, though only Subsection (F) was amended. It was my error (stupid blond lawyer trick), but in the presentation no one discovered it, perhaps because the change became effective only a week prior to the meeting, and was not yet codified.

The Sedro-Woolley Municipal Code reflects the correct rates of Ordinance No. 1530-05, as the City Council intended. And while this discrepancy would probably go unnoticed, I do not want to leave any ambiguity about this issue. The ordinances should be restated.

The proposed ordinance does not change anything, but correctly restates the rates and the due-date for garbage billings (SWMC Section 8.04.075) for both Ordinance No. 1530-05 and Ordinance No. 1539-06 in a single ordinance consistent with the City Code, so there is no ambiguity.

III. Recommended Action: Passage of Ordinance No. _____, titled: AN ORDINANCE RESTATING SWMC SECTION 8.04.075 AS TO CHARGES FOR REFUSE AND GARBAGE COLLECTION FEES AND DUE DATES FOR PAST DUE ACCOUNTS, RESOLVING POSSIBLE INCONSISTENCIES BETWEEN ORDINANCE NO. 1350-05 AND ORDINANCE NO. 1539-06.

Proposed Ordinance

Ordinance No. _____

AN ORDINANCE RESTATING SWMC SECTION 8.04.075 AS TO CHARGES FOR REFUSE AND GARBAGE COLLECTION FEES AND DUE DATES FOR PAST DUE ACCOUNTS, RESOLVING POSSIBLE INCONSISTENCIES BETWEEN ORDINANCE NO. 1350-05 AND ORDINANCE NO. 1539-06.

Whereas, the City Council of the City of Sedro-Woolley established solid waste fees in Ordinance No. 1530-05; and

Whereas the City Council amended the due date past due accounts in Ordinance No. 1539-06; and

Whereas Ordinance 1539-06 reflected the prior solid waste fees, which were not intended to be changed by the City Council, and

Whereas the Sedro-Woolley City Code reflects the intentions of the City Council to amend only the due date for determining past due accounts, but Ordinance No. 1539-06 does not, and

Whereas the City Council of the City of Sedro-Woolley hereby finds that it is appropriate to restate SWMC Section 8.04.075 to correctly reflect the actions of the City Council in adopting Ordinance No. 1539-06 and Ordinance No. 1539-06, 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 and restated 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 ~~twenty-five~~ ~~thirty~~ days after the date of billing. Delinquent charges shall bear interest at the rate of eight percent per annum beginning on the first day of the month following delinquency 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. This ordinance shall be effective five days after passage and publication as provided by law.

Dated this ____ day of _____, 2006.

MAYOR

Attest:

City Clerk

Approved as to form:

City Attorney

Ordinance No. 1530-05 and
Ordinance No. 1539-06

Ordinance No. 1530-05

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	<u>2.25</u>	2.50
Total	8.25	10.00
Residential, 32-gal. can	12.93	14.93
Recycling	<u>2.25</u>	2.50
Total	15.18	17.43
Residential, 68-gal. can	19.53	22.03
Recycling	<u>2.25</u>	2.50
Total	21.78	24.53
Residential, 96-gal. can	26.95	29.70
Recycling	<u>2.25</u>	2.50
Total	29.20	32.20

relevant part of Ord 1530-05

New fees 2-1-06

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:

A. For compost yard waste materials (for purposes of this section, yard waste material is limited to yard waste material which does not need to be chipped prior to disposal, such as grass, leaves, fruits, vegetables, etc.):

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

2. The fee for nonresidents of the city who reside within the urban growth boundary of the city shall be double the fee for city residents.

B. The fee for yard waste disposal must be pre-paid through the purchase of a punchcard. Punchcards shall be available for purchase at City Hall, 720 Murdock Street, Sedro-Woolley, during normal business hours. The punchcards shall entitle the bearer to yard waste disposal service in the amount of five dollars and twenty dollars.

C. 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 yard 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 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 3. Sedro-Woolley Municipal Code Section 8.04.104 is hereby amended to read as follows:

8.04.106 Recycling fees.

Tires	\$ 2.00 per tire
Refrigerators and freezers	\$25.00
Stoves, washers or dryers	\$15.00
Wood Waste	\$10.00 per pickup load
Computer Monitors-up to 21"	\$15.00
TV's-up to 25"	\$25.00

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)	Mixed Paper-68 gallon \$18.00 monthly
	Mixed Paper-1 Yard \$24.50 monthly
	Mixed Paper-2 Yard \$49.00 monthly
	Mixed Paper-4 Yard \$95.00 monthly
	Mixed Paper-6 Yard \$126.00 monthly
	Cardboard-2 Yard \$33.00 Monthly
	Cardboard-4 Yard \$43.00 Monthly
Cardboard-6 Yard \$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.

Section 5. This ordinance shall be effective on February 1, 2006, more than five days after passage and publication as provided by law.

Dated this 22nd day of November, 2005.

Sharon D. DeLeon
MAYOR

Attest:

Patsy K. Nelson
City Clerk

Approved as to form:

[Signature]
City Attorney

**AN ORDINANCE AMENDING SWMC 8.04.075 TO PROVIDE FOR A
UNIFORM DEFAULT DATE FOR BOTH SANITARY SEWER AND SOLID
WASTE UTILITY ACCOUNTS**

Whereas, the City Council of the City of Sedro-Woolley finds that the unified billing cycle and computerized accounting system requires a degree of uniformity in the combined billing for sewer and solid waste accounts, and

Whereas, the City Council finds that the present city code, SWMC 13.30.050 and SWMC 8.04.075 are not consistent with each other as to the date of delinquency and interest accrual, and

Whereas, the City Council finds that it will promote more uniform and accurate billing practices if both ordinances conform to a single practice, now therefore,

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

Section 1. Section 8.04.075 of the Sedro-Woolley Municipal Code 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, mini-cans	\$ 6.00
<u>Recycling</u>	<u>2.25</u>
Total	8.25

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Type of Service	Monthly charge with one pickup per week
Residential, 1 can	12.93
<u>Recycling</u>	<u>2.25</u>
Total	15.18
Residential, 2 cans	19.53
<u>Recycling</u>	<u>2.25</u>
Total	21.78
Residential, 3 cans	26.95
<u>Recycling</u>	<u>2.25</u>
Total	29.20
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 Multifamily.

Commercial, 32-gal. can	\$ 15.00
Commercial, 68-gal. can	\$ 25.00
Commercial, 95-gal. can	\$ 35.00
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 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 a six yard capacity, a larger container shall be required. The city may at its discretion authorize more than one pickup 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 pickup 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 use of the container on construction sites or to accommodate temporary increases in the amount of waste generated, additional pickups shall be made at the rate set forth as follows for both 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.

only change intended

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 twenty-five ~~thirty~~ days after the date of billing. Delinquent charges shall bear interest at the rate of eight percent per annum beginning on the first day of the month following delinquency 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.

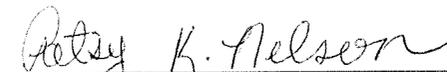
Section 2. This ordinance shall be effective on March 1, 2006, more than five days after passage and publication.

Dated this 8th day of February, 2006.



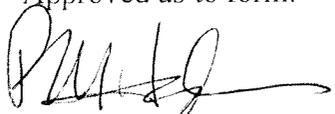
MAYOR

Attest:



City Clerk

Approved as to form:



City Attorney