

Next Ord: 1551-06
Next Res: 728-06

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

June 28, 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 #57609 to #57730 for \$234,158.26
 - Payroll Warrants #38081 to #38178 for \$145,976.62
 - c. Street Closure Request - Ferry Street - July 15, 2006 - Tar Heel Roots Project 1
 - d. Waiver of Fees - Community Center - League of Women Voters - September 7, 2006
 - e. Employment Contract - City Attorney
 - f. Employment Contract - Prosecuting Attorney
4. Public Comment (Please limit your comments to 3-5 minutes)

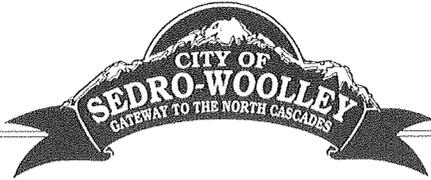
PUBLIC HEARINGS

UNFINISHED BUSINESS

NEW BUSINESS

5. Interlocal Agreement w/Skagit County & Cities for administering SHB Funds

EXECUTIVE SESSION /NO



CITY COUNCIL AGENDA
REGULAR MEETING

JUN 28 2006

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

DATE: June 28, 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 June 28, 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.

JUN 28 2006

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
June 14, 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 (Late), Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith and Rick Lemley. Staff Present: Clerk/Treasurer Nelson, Planner Rozema, Attorney Hayden, Engineer Blair, Police Chief Wood, Asst. Fire Chief Olson.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim vouchers #57472 to #57608 for \$120,412.63
 - Payroll Warrants #37983 to #38080 for \$198,022.90
- Waiver of Fees – Community Center – SWSD—May 9, 2007
- Agreement – Data Base Records Destruction
- Agreement – NCGC Denny Building by Sedro-Woolley Fire Department

Councilmember Lemley moved to accept consent calendar Items A through E. Seconded by Councilmember Splane. Motion carried.

Public Comment

Jim Engberg – 10147 Ridge Pl., Sedro-Woolley, addressed the Council regarding his UGA amendment petition to the County and asked if Council would like copies of correspondence that he has received which has comments from both the County and the City.

Attorney Hayden stated the City's position has been to not take a position on individual applications, but would only advocate for the City's 5 acre request. Staff has concurred with this position.

Phillip Murray – 223 State St., addressed Council on the Old Timers in Sedro-Woolley. He noted that he has lived next to it for about 7 years and when it was a tavern there were not the number of problems that there have been since it became a bar. He reviewed some of the activities that take place and asked if there is anything that can be done to control the nuisance. Murray also addressed the fuel surcharge that has been placed on the garbage bills.

Hank Geary – 221 State St. added to Murray’s statements and complained about the cigarette butts being left on the ground as well as other things that affect his business from the activities of the patrons of the Old Timers.

Max Alaways – addressed the Council regarding the impounding of a vehicle which he owned. Alaways requested the Councilmembers make comment on his situation.

Councilmember Meamber arrived and joined the Council bench.

Presentation – Police Chief Doug Wood

Police Chief Wood introduced Josh Benson who is the newest Police Officer within the department to the Council. Wood noted that Officer Benson is just completing his field training. Mayor Dillon then administered the Oath of Office to Officer Benson.

Police Chief Wood presented the Citizen’s Certificate Commendation award to David James Mullen II for his assistance and role in the recent apprehension of a dangerous subject.

Police Chief Wood also presented Sergeant Mark Wallis with a Certificate of Commendation for protection of the life and liberty of an 8 year old female in a recent kidnapping case. Wood commended Sergeant Wallis for his perseverance and attention to detail in the situation.

Sergeant Wallis thanked everyone for the commendation and noted these types of situations were the reward that all officers join the force for.

Mayor Dillon thanked Sergeant Wallis for being a part of the City of Sedro-Woolley’s family.

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

Six-Year Transportation Improvement Plan (TIP)

Engineer Blair reviewed the proposed Six-Year Transportation Improvement Plan. He noted there have not been any changes since the last meeting.

Councilmember Colgan moved to approve Resolution No. 726-06 A Resolution Adopting the Six-Year Transportation Improvement Program for the City of Sedro-Woolley, Washington 2007-2012. Councilmember Meamber seconded. Motion carried.

Mayor Dillon requested to briefly change the order of the agenda items to accommodate the consultant from Otak with travel time back to the Seattle area.

NEW BUSINESS

Contract – Otak – Stormwater Program Initiation Project

Engineer Blair introduced the proposed contract with Otak for the implementation of work for the NPDES Phase II requirements. Blair noted the City received a \$75,000 grant to bring us into compliance with the Department of Ecology. Blair pointed out Joe Simmler, a consultant from Otak who was in the audience to answer any questions the Council may have.

Discussion ensued regarding additional activities, feasibility study, rate study to include comparables and future grants.

Councilmember Galbraith moved to enter into a contract with Otak for professional services to do stormwater management plan not to exceed \$125,000 including the \$75,000 DOE grant. Seconded by Councilmembers Colgan and Lemley. Motion carried.

Preliminary Plat Approval – Arbor Glen

Planner Rozema presented background information for the preliminary plat of Arbor Glen which is a proposed 22-lot subdivision on approximately 2.4 acres on the corner of Trail and Cook Roads. Rozema noted the application included a variance request from the bulk zoning requirements to reduce the side-yard setback from 8 ft. to 5 ft. for two-story structures. The land is zoned R-15 which allows up to 15 units per acre. Rozema noted City staff has reviewed the plat and determined the proposed plat meets the requirements of SWMC Chapters 15, 16 and 17 and further determined granting the requested variance with conditions would not pose a detriment to the neighbors or public in general.. A public hearing was held by the Planning Commission on May 23, 2006. The Planning Commission recommended approval of the preliminary plat of Arbor Glen including the requested variance subject to conditions.

Council questioned the advantage of the variance and the type of homes anticipated.

Zac Barthea – 9633 Market Pl., Lake Stevens, WA, addressed the Council and spoke on the Arbor Glen project. He noted the price range of the homes are anticipated to be at or above the \$200,000 range. He stated he has built primarily single-family homes since 1979. The property has a multi-family designation but he prefers to stay with single-family homes. He noted the size of the homes will be between 1800 sq. ft. to 2200 sq. ft. with garages underneath. Barthea referenced a project that they are currently doing in Lake Stevens.

Councilmember Requa questioned the public hearing process. Planner Rozema noted that the open public hearing was held at the Planning Commission level. The hearing tonight is a closed record hearing and only those that spoke at the Planning Commission

hearing can speak however no new evidence can be introduced but the Council could remand the decision back to the Planning Commission to gather additional evidence.

Jim Engberg – made comments as to what he commented on at the Planning Commission level.

Council questioned open space, access, precedence setting, minimum lot size, revisiting lot sizes, visitor parking and sidewalk requirements.

Councilmember Galbraith requested the topic of lot sizes within the R-15 zone to be placed on the agenda for the next scheduled work session (August).

Councilmember Galbraith moved to approve Resolution No. 727-06 A Resolution Granting Preliminary Approval for the “Plat of Arbor Glen,” A 22-Lot Subdivision and Authorizing the Mayor and Her Designees(s) to Sign all Preliminary Plat Approval Documents. Councilmember Requa seconded. Motion carried 5-1 (Councilmember Splane opposed).

Ordinance – City Golf Course Fees and Regulations

Mayor Dillon stated the proposed ordinance formally sets green fees for the Golf Course. She noted the fees are \$10 per person, per day Monday through Friday and \$12 Saturday and Sunday.

Councilmember Lemley questioned if there were any plans for the clubhouse. Mayor Dillon stated the deterring factor of the City running the clubhouse was the asking rental price.

Councilmember Lemley moved to adopt Ordinance No. 1549-06 An Ordinance Establishing Green Fees and Authorizing the Mayor or Mayor’s Designee to Make Additional Rules and Regulations for Use of A City Golf Course, and Amending Sedro-Woolley City Code Chapter 12.36. Seconded by Councilmember Colgan.

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

Ordinance – Salary (Amending Ordinance No. 1535-05)

Mayor Dillon reviewed the proposed Salary Ordinance amending Ordinance No. 1535-05 to reflect the changes as agreed within the AFSCME contract. It also proposes that non-union staff receive the same percentage of raise that the union employees are receiving. AFSCME employees pay will be retroactive to January 1, 2006 while non-union employees rate increase will be effective June 1, 2006.

Councilmember Meamber moved to adopt Ordinance No. 1550-06 An Ordinance Amending Ordinance No. 1535-05 Establishing the Salaries and Wages for Elected

Officials, Union (Guild) and Non-Union Employees of the City of Sedro-Woolley, Washington, For The Fiscal Year Beginning January 1, 2006. Councilmember Splane seconded.

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

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – announced that Lt. Tucker is graduating from Leadership Skagit tonight which is a local leadership program. Wood stated the program has been extremely beneficial. He also announced the carnival will be arriving in town next Monday.

Asst. Fire Chief Olson – stated they did testing on new candidate volunteers and have brought on 4 new volunteers. Three will be attending the academy and one is transferring from Burlington. Olson also stated they are preparing for the upcoming Loggerodeo and Fire Fighter Competition and reviewed the departments upcoming training schedule.

Planner Rozema – noted the building inspector is working out well and the department is really busy. He noted Klinger Estates is coming on line and the first round of permits will be issued this week.

Clerk/Treasurer Nelson – spoke of her recent vacation and their stays in other municipal RV Parks at an average price of \$25 per night which she noted makes our \$10 per night for Riverfront RV Park a real bargain.

Councilmember Meamber – announced the upcoming Outdoor Movies being sponsored by the Downtown Revitalization Committee during the month of July.

Councilmember Requa – noted that the cigarette butts are becoming a problem within all of the downtown area and questioned suggestions to alleviate the problem.

Some discussion was held regarding the littering problem, the issues with the Old Timers, signage or lack thereof and enforcement.

Councilmember Meamber – addressed the space between the barracks building and the block wall at the Museum. Meamber on behalf of the American Legion Post 43 thanked the Mayor for her role in the Memorial Day services.

Councilmember Lemley – reported on the recent Blast from the Past and stated everything went well and the committee is considering expanding the event through Sunday.

Joanne Lazaron – reviewed the upcoming activities for Loggerodeo and hi-lighted the Hal Ketchum concert. She also answered Councilmembers questions to include obtaining tickets for the Hall Ketchum concert and the parade entry fee.

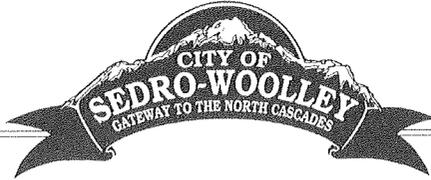
EXECUTIVE SESSION

The meeting adjourned to executive session at 8:25 P.M. for approximately 20 minutes for the purpose of discussion of personnel, litigation and land acquisition with no decision anticipated.

The meeting reconvened at 9:26 P.M.

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

The meeting adjourned at 9:26 P.M.



CITY COUNCIL AGENDA
REGULAR MEETING

JUN 28 2006

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

DATE: June 28, 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 June 28, 2006.

Motion to approve Claim Vouchers #57609 to #57730 in the amount of \$234,158.26.

Motion to approve Payroll Warrants #38081 to #38178 in the amount of \$145,976.62.

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-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/28/2006 (Printed 06/22/2006 15:40)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
57609	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP SWR	35.00
		MISC-FILING FEES/LIEN EXP SAN	35.00
		WARRANT TOTAL	70.00
57610	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP SWR	464.00
		MISC-FILING FEES/LIEN EXP SAN	464.00
		WARRANT TOTAL	928.00
57611	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP SWR	1.00
		MISC-FILING FEES/LIEN EXP SAN	1.00
		WARRANT TOTAL	2.00
57612	WA STATE DEPT OF REVENUE	COMPUTER NETWORK CS	132.27
		OPERATING SUPPLIES FD	96.39
		MISC-DUES INSP	8.54
		SUPPLIES LIB	6.44
		TAXES AND ASSESSMENTS LIB	10.00
		BOOKS, PERIOD, RECORDS LIB	7.99
		TAXES & ASSESSMENTS PL	238.89
		TAXES & ASSESSMENTS PL	75.15
		TAXES AND ASSESSMENTS SWR	3,510.63
		MISC-DUES/SUBS & TUITN/REG SAN	5.84
		TAXES & ASSESSMENTS SAN	4,953.28
		WARRANT TOTAL	9,045.42
57613	ALL-PHASE ELECTRIC	BUILDINGS & STRUCTURES SWR	295.09
		WARRANT TOTAL	295.09
57614	ALLIANCE OFFICE PRODUCTS	SUPPLIES JUD	3.49
		SUPPLIES JUD	25.88
		WARRANT TOTAL	29.37
57615	ALPINE FIRE & SAFETY	OPERATING SUPPLIES CS	65.77
		REPAIRS & MAINTENANCE PD	82.40
		OPERATING SUPPLIES SAN	214.22
		WARRANT TOTAL	362.39
57616	APPLIED INDUSTRIAL TECH	REPAIRS/MAINT-ST CLEANING PL	116.61
		WARRANT TOTAL	116.61
57617	ASSOCIATION OF WA CITIES	RETIRED MEDICAL PD	6,769.80
		WARRANT TOTAL	6,769.80
57618	ASSOC PETROLEUM PRODUCTS	AUTO FUEL CS	41.90
		AUTO FUEL PD	1,356.34
		AUTO FUEL/DIESEL FD	464.59
		AUTO FUEL/DIESEL FD	331.11
		OPERATING SUPPLIES PL	94.34
		VEHICLE FUEL / DIESEL	802.44
		VEHICLE FUEL / DIESEL	286.84
		MAINT OF GENERAL EQUIP SWR	64.79
		AUTO FUEL/DIESEL SWR	362.79

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/28/2006 (Printed 06/22/2006 15:40)

PAGE 2

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		AUTO FUEL/DIESEL SAN	1,625.05
		AUTO FUEL/DIESEL SAN	1,854.86
		WARRANT TOTAL	7,285.05
57619	BANK OF AMERICA	OFFICE/OPERATING SUPPLIES PD	4.85
		TUITION/REGISTRATION PD	495.00
		ADVERTISING HOT	57.60
		MEALS/TRAVEL SWR	58.39
		MEALS/TRAVEL SWR	2.43
		SMALL TOOLS & MINOR EQUIP SAN	209.97
		WARRANT TOTAL	828.24
57620	BANK OF NEW YORK	BOND INTEREST	303.50
		WARRANT TOTAL	303.50
57621	BARNETT IMPLEMENT CO. INC	REPAIRS/MAINT - EQUIP PL	43.74
		WARRANT TOTAL	43.74
57622	BANK OF AMERICA	MEALS/TRAVEL EXE	422.20
		WARRANT TOTAL	422.20
57623	BOULDER PARK, INC	MAINT - SOLIDS HANDLING SWR	4,399.84
		WARRANT TOTAL	4,399.84
57624	C & S CONSTRUCTION	RECYCLING FEE - YARD WASTE SAN	1,782.00
		WARRANT TOTAL	1,782.00
57625	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES CS	41.88
		PUBLIC UTILITIES FD	802.37
		PUBLIC UTILITIES LIB	34.23
		PUBLIC UTILITIES PL	123.11
		PUBLIC UTIL - COMM CENTER PL	96.63
		PUBLIC UTIL - SENIOR CENTER PL	161.40
		PUBLIC UTIL - FOOD BANK PL	34.23
		PUBLIC UTIL - HHS PL	17.63
		PUBLIC UTILITIES SWR	31.20
		PUBLIC UTILITIES SAN	82.66
		WARRANT TOTAL	1,425.34
57626	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES SAN	15.66
		WARRANT TOTAL	15.66
57627	CH2MHILL	ENGINEERING - SR20 LINE PWT	38,938.00
		WARRANT TOTAL	38,938.00
57628	CHANNING BETE COMPANY INC	OPERATING SUPPLIES SAN	228.04
		WARRANT TOTAL	228.04
57629	CHEVRON U.S.A., INC.	AUTO FUEL CS	32.06
		WARRANT TOTAL	32.06
57630	CINTAS CORPORATION #460	UNIFORMS FD	62.30

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UNIFORMS	FD	62.45
		UNIFORMS	FD	62.45
		WARRANT TOTAL		187.20
57631	COLLINS OFFICE SUPPLY, INC	SUPPLIES	LGS	4.58
		SUPPLIES	LGS	2.83-
		SUPPLIES	FIN	2.92
		SUPPLIES	FIN	1.80-
		SUPPLIES	FIN	25.34
		OFFICE SUPPLIES	LGL	1.26
		OFFICE SUPPLIES	LGL	.76-
		OPERATING SUPPLIES	CS	.42
		OPERATING SUPPLIES	CS	.25-
		SUPPLIES/BOOKS	PLN	1.26
		SUPPLIES/BOOKS	PLN	.76-
		SUPPLIES/BOOKS	PLN	12.52
		SUPPLIES/BOOKS	PLN	46.00
		SUPPLIES	ENG	.42
		SUPPLIES	ENG	.26-
		SUPPLIES	ENG	12.52
		SUPPLIES	ENG	45.99
		SUPPLIES	ENG	.42
		SUPPLIES	ENG	.25-
		OFFICE/OPERATING SUPPLIES	PD	10.84
		OFFICE/OPERATING SUPPLIES	PD	6.68-
		OFFICE/OPERATING SUPPLIES	PD	41.40
		OFFICE SUPPLIES	FD	2.08
		OFFICE SUPPLIES	FD	1.30-
		OFF/OPER SUPPS & BOOKS	INSP	12.53
		OFF/OPER SUPPS & BOOKS	INSP	45.99
		SUPPLIES	LIB	3.76
		SUPPLIES	LIB	2.31-
		TELEPHONE	PL	5.83
		TELEPHONE	PL	3.59-
		OFFICE SUPPLIES	SWR	4.58
		OFFICE SUPPLIES	SWR	2.82-
		OFFICE SUPPLIES	SAN	3.34
		OFFICE SUPPLIES	SAN	2.05-
		WARRANT TOTAL		258.34
57632	CONSOLIDATED SUPPLY CO.	MAINTENANCE OF LINES	SWR	19.22
		MAINTENANCE OF LINES	SWR	10.53
		WARRANT TOTAL		29.75
57633	CONSUMER RENTAL CENTER	REPAIRS/MAINT - EQUIP	PL	42.25
		WARRANT TOTAL		42.25
57634	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	30.14
		WARRANT TOTAL		30.14
57635	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	712.74
		REPAIR & MAINT - AUTO	PD	38.35

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/28/2006 (Printed 06/22/2006 15:40)

PAGE 4

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR & MAINT - AUTO	PD	51.93
		WARRANT TOTAL		803.02
57636	SKAGIT WEEKLY NEWS GROUP	PRINTING/PUBLICATIONS	PD	66.96
		WARRANT TOTAL		66.96
57637	CREIGHTON ENGINEERING INC	PROFESSIONAL SERVICES	FD	337.50
		WARRANT TOTAL		337.50
57638	CROCODILE INDUSTRIES INC	OPERATING SUPPLIES	SAN	101.00
		WARRANT TOTAL		101.00
57639	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	36.86
		WARRANT TOTAL		36.86
57640	DALCO, INC	OPERATING SUPPLIES	SAN	18.64
		WARRANT TOTAL		18.64
57641	DATA BASE	PROFESSIONAL SERVICES	JUD	60.00
		SUPPLIES	FIN	180.00
		OFFICE/OPERATING SUPPLIES	PD	60.00
		WARRANT TOTAL		300.00
57642	DELAVEL, INC. #2	MAINT OF GENERAL EQUIP	SWR	97.74
		WARRANT TOTAL		97.74
57643	DESTINATION WIRELESS	OPERATING SUPPLIES	SWR	43.18
		OPERATING SUPPLIES	SWR	21.59
		NEXTEL CELL PHONES	SAN	21.59
		WARRANT TOTAL		86.36
57644	E & E LUMBER	OPERATING SUPPLIES	CS	26.70
		OPERATING SUPPLIES	CS	4.10
		REPAIR & MAINTENANCE	CS	30.14
		OPERATING SUPPLIES	PL	15.94
		SMALL TOOL & MINOR EQUIP	PL	8.63
		REPAIRS/MAINT-CAMPGROUND	PL	25.16
		MAINTENANCE OF LINES	SWR	10.80
		MAINT OF GENERAL EQUIP	SWR	56.68
		BUILDINGS & STRUCTURES	SWR	24.79
		BUILDINGS & STRUCTURES	SWR	191.00
		WARRANT TOTAL		393.94
57645	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	210.00
		WARRANT TOTAL		210.00
57646	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	234.00
		WARRANT TOTAL		234.00
57647	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	1,532.00
		WARRANT TOTAL		1,532.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57648	FEI #3023	MAINTENANCE OF LINES	SWR	51.71
		WARRANT TOTAL		51.71
57649	GALL'S INC	UNIFORMS/ACCESSORIES	PD	113.89
		SMALL TOOLS & EQUIPMENT	PD	79.88
		WARRANT TOTAL		193.77
57650	GRIZZLY INDUSTRIAL INC.	SMALL TOOLS & MINOR EQUIP	SWR	179.56
		WARRANT TOTAL		179.56
57651	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	304.14
		WARRANT TOTAL		304.14
57652	HACH COMPANY	OPERATING SUPPLIES	SWR	100.09
		OPERATING SUPPLIES	SWR	325.96
		WARRANT TOTAL		426.05
57653	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	431.28
		WARRANT TOTAL		431.28
57654	HSCB BUSINESS SOLUTIONS	SMALL TOOLS & MINOR EQUIP	SAN	443.65
		WARRANT TOTAL		443.65
57655	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	21.38
		WARRANT TOTAL		21.38
57656	INDUSTRIAL ELECTRIC & MACHINE	REPAIRS/MAINT-EQUIP	PD	53.60
		WARRANT TOTAL		53.60
57657	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	8.38
		BOOKS, PERIOD, RECORDS	LIB	15.83
		BOOKS, PERIOD, RECORDS	LIB	34.74
		BOOKS, PERIOD, RECORDS	LIB	27.24
		BOOKS, PERIOD, RECORDS	LIB	9.71
		BOOKS, PERIOD, RECORDS	LIB	5.90
		BOOKS, PERIOD, RECORDS	LIB	20.20
		BOOKS, PERIOD, RECORDS	LIB	18.91
		BOOKS, PERIOD, RECORDS	LIB	18.91
		BOOKS, PERIOD, RECORDS	LIB	34.48
		BOOKS, PERIOD, RECORDS	LIB	46.17
		BOOKS, PERIOD, RECORDS	LIB	11.60
		BOOKS, PERIOD, RECORDS	LIB	21.57
		WARRANT TOTAL		273.64
57658	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
57659	JACOBS, LEO	PROFESSIONAL SERVICES	SAN	75.00

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/28/2006 (Printed 06/22/2006 15:40)

PAGE 6

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		75.00
57660	JONGSMA, ALAN	PROFESSIONAL SERVICES	INSP	3,395.67
		WARRANT TOTAL		3,395.67
57661	KAMB, THOMAS R	ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		150.00
57662	L N CURTIS & SONS	OPERATING SUPPLIES	FD	53.70
		WARRANT TOTAL		53.70
57663	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	569.50
		WARRANT TOTAL		569.50
57664	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	SAN	74.03
		WARRANT TOTAL		74.03
57665	LIFE TEK, INC	TUITION/REGISTRATION	FD	150.00
		WARRANT TOTAL		150.00
57666	MACREADY, ROBERT	MISC-DUES/SUBSCRIPTIONS	SWR	10.00
		WARRANT TOTAL		10.00
57667	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
57668	MARTIN MARIETTA MATERIALS	REPAIRS/MAINT-STREETS	PL	383.76
		REPAIRS/MAINT-STREETS	PL	104.69
		MAINTENANCE OF LINES	SWR	194.96
		WARRANT TOTAL		683.41
57669	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	100.00
		WARRANT TOTAL		100.00
57670	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	180.48
		WARRANT TOTAL		180.48
57671	MUTUAL MATERIALS CO.	OP. SUPPLIES - STORM DRAIN	PL	166.41
		OPERATING SUPPLIES	SWR	30.37
		WARRANT TOTAL		196.78
57672	N C MACHINERY CO.	MAINT OF GENERAL EQUIP	SWR	61.65
		WARRANT TOTAL		61.65
57673	OFFICE DEPOT	REPAIR & MAINTENANCE	ENG	96.62
		REPAIR & MAINTENANCE	ENG	28.99
		OFFICE/OPERATING SUPPLIES	PD	34.97
		OFFICE SUPPLIES	SWR	26.38
		OFFICE SUPPLIES	SWR	158.27
		OFFICE SUPPLIES	SWR	123.79
		PORTABLE EQUIPMENT	SWR	774.32
		WARRANT TOTAL		1,190.58

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/28/2006 (Printed 06/22/2006 15:40)

PAGE 7

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57674	OFFICE SYSTEMS	REPAIRS & MAINTENANCE	PD	229.11
		REPAIRS/MAINT-EQUIP	FD	229.12
		WARRANT TOTAL		458.23
57675	OLIVER-HAMMER CLOTHES	CLOTHING	SAN	1.08
		WARRANT TOTAL		1.08
57676	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	28.27
		MISC-LAUNDRY	PL	18.42
		MISC-LAUNDRY	PL	33.15
		MISC-LAUNDRY	PL	20.68
		LAUNDRY	SWR	24.26
		LAUNDRY	SWR	24.26
WARRANT TOTAL		149.04		
57677	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	SAN	1,777.13
		WARRANT TOTAL		1,777.13
57678	PETTY CASH	SUPPLIES	EXE	6.48
		PROFESSIONAL SERVICES	LGL	5.00
		TRAVEL	ENG	20.00
		DUES/SUBSCRIPTIONS	ENG	12.00
		VEHICLES	PD	32.25
		MAINT OF GENERAL EQUIP	SWR	18.35
		OPERATING SUPPLIES	SWR	10.75
		POSTAGE	SWR	6.37
		POSTAGE	SAN	6.38
WARRANT TOTAL		117.58		
57679	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	19.98
		MISC-SUMMER READ PROGRAM	LIB	70.79
		WARRANT TOTAL		90.77
57680	PITNEY BOWES, INC.	POSTAGE	PD	65.88
		POSTAGE	PD	44.28
		POSTAGE	PD	44.28
		POSTAGE	FD	65.88
		WARRANT TOTAL		220.32
57681	PRINTWISE, INC.	SUPPLIES	JUD	262.44
		WARRANT TOTAL		262.44
57682	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	41.93
		PUBLIC UTILITIES	CS	36.95
		PUBLIC UTILITIES	FD	214.66
		PUBLIC UTILITIES	LIB	19.63
		PUBLIC UTILITIES	PL	140.15
		PUBLIC UTIL - CAMPGROUND	PL	217.29
		PUBLIC UTIL - HHS	PL	183.86
		PUBLIC UTILITIES	SWR	157.24
		PUBLIC UTILITIES	SAN	29.48
WARRANT TOTAL		1,041.19		

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/28/2006 (Printed 06/22/2006 15:40)

PAGE 8

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57683	PUBLIC WORKS BOARD	PWTF LOAN INTEREST PMT		5,916.94
		WARRANT TOTAL		5,916.94
57684	PUGET SOUND ENERGY	PUBLIC UTILITIES	SWR	5,617.64
		WARRANT TOTAL		5,617.64
57685	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	946.56
		WARRANT TOTAL		946.56
57686	RAMSEY, WAYNE	OP. SUPPLIES - GOLF	PL	100.00
		WARRANT TOTAL		100.00
57687	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	80.33
		PROFES. SVCS. REIMBURSE	ENG	394.52
		PROFES. SVCS. REIMBURSE	ENG	1,041.10
		ROADWAY - ARTERIAL MAINT	AST	1,266.16
		CONSTRUCTION-TOWNSHIP LINE	PWT	1,918.50
		ENGINEERING - SR20 LINE	PWT	694.25
		ENGINEERING - METCALF LINE	PWT	476.56
		ENGINEERING-TOWNSHIP LINE	PWT	476.57
		ENGINEERING-TOWNSHIP LINE	PWT	2,244.25
		WARRANT TOTAL		8,592.24
57688	RINKER MATERIALS	REPAIRS/MAINT-STREETS	PL	150.66
		WARRANT TOTAL		150.66
57689	RIGHT WAY PLUMBING	REPAIRS & MAINTENANCE	PD	208.44
		REPAIRS/MAINT-EQUIP	FD	208.44
		WARRANT TOTAL		416.88
57690	SANDERSON SAFETY SUPPLY	PORTABLE EQUIPMENT	SWR	1,328.39
		WARRANT TOTAL		1,328.39
57691	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	124.54
		WARRANT TOTAL		124.54
57692	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	217.60
		REPAIRS/MAINT-EQUIP	FD	13.05
		WARRANT TOTAL		230.65
57693	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	110.71
		OPERATING SUPPLIES	PL	6.59
		REPAIRS/MAINT-EQUIP	SAN	12.58
		REPAIRS/MAINT-EQUIP	SAN	44.23
		REPAIRS/MAINT-EQUIP	SAN	42.18
		WARRANT TOTAL		216.29
57694	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		10,050.00
		SCHOOL GMA IMPACT FEES		4,020.00
		WARRANT TOTAL		14,070.00
57695	SEVEN SISTERS, INC.	MAINT OF GENERAL EQUIP	SWR	283.39

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/28/2006 (Printed 06/22/2006 15:40)

PAGE 9

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	283.39
57696	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES PD	66.99
		WARRANT TOTAL	66.99
57697	SKAGIT 911	CONTRACTED ENHANCED 911 PD	10,470.30
		CONTRACT SVS-CNTRL DISPATCH PD	3,403.66
		CONTRACT SVS-CNTRL DISPATCH PD	1,847.70
		WARRANT TOTAL	15,721.66
57698	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH HLT	396.02
		WARRANT TOTAL	396.02
57699	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES JUD	584.08
		COMPUTER NETWORK CS	11,172.16
		OPERATING LEASE-COMPUTER PD	2,109.20
		PROFESSIONAL SERVICES SWR	835.05
		WARRANT TOTAL	14,700.49
57700	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL SAN	40,035.49
		WARRANT TOTAL	40,035.49
57701	SKAGIT COUNTY SHERIFF	PRISONERS PD	7,091.54
		WARRANT TOTAL	7,091.54
57702	SKAGIT CO. TRAINING	TUITION/REGISTRATION FD	172.20
		WARRANT TOTAL	172.20
57703	SKAGIT FARMERS SUPPLY	PROPANE PL	16.33
		MAINTENANCE OF LINES SWR	38.82
		WARRANT TOTAL	55.15
57704	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP SAN	365.65
		WARRANT TOTAL	365.65
57705	SKAGIT READY MIX, INC.	MAINTENANCE OF LINES SWR	423.36
		WARRANT TOTAL	423.36
57706	SKAGIT RIVER STEEL	CONTAINERS SAN	130.45
		WARRANT TOTAL	130.45
57707	SKAGIT VALLEY PUBLISHING	ADVERTISING/LEGAL PUBLIC PLN	72.80
		ADVERTISING/LEGAL PUBLIC PLN	83.20
		WARRANT TOTAL	156.00
57708	STILES & STILES	MUNICIPAL COURT JUDGE JUD	2,728.00
		WARRANT TOTAL	2,728.00
57709	TALLY PRINTER CORP.	SUPPLIES FIN	434.16
		WARRANT TOTAL	434.16
57710	TECHNICAL TRAINING	MISC-TUITION/REGISTRATION SWR	1,300.00

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/28/2006 (Printed 06/22/2006 15:40)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	1,300.00
57711	THOMPSON'S GREENHOUSE	OPERATING SUPPLIES SWR	154.85
		OPERATING SUPPLIES SWR	295.64
		WARRANT TOTAL	450.49
57712	TRUE VALUE	OPERATING SUPPLIES CS	10.78
		REPAIR & MAINTENANCE ENG	28.04
		OFFICE/OPERATING SUPPLIES PD	5.38
		OFFICE/OPERATING SUPPLIES PD	1.50
		REPAIRS & MAINTENANCE PD	6.23
		REPAIRS & MAINTENANCE PD	4.50
		OPERATING SUPPLIES FD	.43
		OPERATING SUPPLIES FD	9.48
		REPAIRS/MAINT-DORM FD	73.63
		REPAIRS/MAINT-DORM FD	118.38
		SUPPLIES - CAMPGROUND PL	8.09
		OP. SUPPLIES - GOLF PL	59.39
		SMALL TOOL & MINOR EQUIP PL	19.43
		REPAIRS/MAINT - EQUIP PL	46.42
		REPAIRS/MAINT - EQUIP PL	24.82
		REPAIRS/MAINT - EQUIP PL	66.39
		REPAIRS/MAINT-COMM CENTER PL	4.95
		OPERATING SUPPLIES SWR	15.10
		OPERATING SUPPLIES SAN	14.06
		OPERATING SUPPLIES SAN	3.34
		SMALL TOOLS & MINOR EQUIP SAN	7.55
		WARRANT TOTAL	527.89
57713	TRUE VALUE	VOIDED WARRANT	.00
		WARRANT TOTAL	.00
57714	U.S. GOVT PRINTING OFFICE	BOOKS, PERIOD, RECORDS LIB	30.00
		WARRANT TOTAL	30.00
57715	UNIVERSAL FIELD SVC INC	ENGINEERING - SR20 LINE PWT	235.31
		WARRANT TOTAL	235.31
57716	USA BLUE BOOK	MAINT OF GENERAL EQUIP SWR	36.14
		OPERATING SUPPLIES SWR	190.01
		PORTABLE EQUIPMENT SWR	1,289.98
		WARRANT TOTAL	1,516.13
57717	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES SWR	51.75
		WARRANT TOTAL	51.75
57718	VALLEY AUTO SUPPLY	MAINT OF GENERAL EQUIP SWR	331.08
		MAINT OF GENERAL EQUIP SWR	.74
		REPAIRS/MAINT-EQUIP SAN	511.34
		REPAIRS/MAINT-EQUIP SAN	48.35
		SMALL TOOLS & MINOR EQUIP SAN	45.35
		SMALL TOOLS & MINOR EQUIP SAN	64.77

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/28/2006 (Printed 06/22/2006 15:40)

PAGE 11

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	1,001.63
57719	VERIZON WIRELESS	TELEPHONE - CAMPGROUND PL	38.86
		WARRANT TOTAL	38.86
57720	VERIZON NORTHWEST	TELEPHONE JUD	182.52
		TELEPHONE FIN	55.01
		TELEPHONE FIN	456.30
		TELEPHONE PLN	36.93
		TELEPHONE PLN	91.26
		TELEPHONE ENG	36.92
		TELEPHONE ENG	91.27
		TELEPHONE PD	277.16
		TELEPHONE PD	81.01
		TELEPHONE PD	900.81
		TELEPHONE INSP	36.93
		TELEPHONE INSP	91.27
		TELEPHONE - CAMPGROUND PL	110.31
		TELEPHONE SWR	42.81
		WARRANT TOTAL	2,490.51
57721	VISTEN, LESLIE	RETIRED MEDICAL PD	162.00
		WARRANT TOTAL	162.00
57722	WA ST ASC OF FIRE CHIEFS	MISC-DUES PD	95.00
		WARRANT TOTAL	95.00
57723	WA STATE DEPT OF ECOLOGY	MISC-DUES/SUBSCRIPTIONS SWR	50.00
		WARRANT TOTAL	50.00
57724	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	57.00
		INTERGOV SVC-GUN PERMITS PD	39.00
		INTERGOV SVC-GUN PERMITS PD	36.00
		WARRANT TOTAL	132.00
57725	WA STATE PATROL	RENTAL TELETYPE PD	930.00
		WARRANT TOTAL	930.00
57726	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS PD	72.00
		WARRANT TOTAL	72.00
57727	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	9,185.72
		WARRANT TOTAL	9,185.72
57728	WOOD'S LOGGING SUPPLY INC	POSTAGE FD	6.65
		OPERATING SUPPLIES PL	16.90
		OPERATING SUPPLIES PL	41.34
		OPERATING SUPPLIES PL	13.50
		OPERATING SUPPLIES PL	17.23
		OP. SUPPLIES - GOLF PL	38.86
		SAFETY EQUIPMENT PL	43.19
		MAINT OF GENERAL EQUIP SWR	91.81

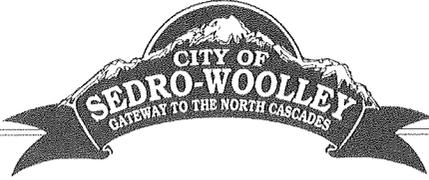
CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
06/28/2006 (Printed 06/22/2006 15:40)

PAGE 12

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		MAINT OF GENERAL EQUIP SWR	251.24
		OPERATING SUPPLIES SAN	36.70
		WARRANT TOTAL	557.42
57729	WILD DESIGN, INC.	DUMPSTER DEPOSIT	602.40
		WARRANT TOTAL	602.40
57730	JUDD, RICK	MISC-TUITION/REGISTRATION PLN	150.00
		WARRANT TOTAL	150.00
		RUN TOTAL	234,158.26

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	71,084.16
104	ARTERIAL STREET FUND	1,266.16
105	LIBRARY FUND	535.48
108	STADIUM FUND	57.60
110	PUBLIC LANDS 110	4,387.61
332	PWTF SEWER CONSTRUCTION FUND	44,983.44
401	SEWER FUND	26,165.02
407	1998 SEWER REVENUE BOND FUND	303.50
410	CUM RES-SEWER FACILITIES FUND	5,916.94
412	SOLID WASTE FUND	65,388.35
621	SUSPENSE FUND	14,070.00
TOTAL		234,158.26

DEPARTMENT	AMOUNT
001 000 011	1.75
001 000 012	7,123.41
001 000 013	428.68
001 000 014	1,160.67
001 000 015	5.50
001 000 018	11,665.08
001 000 019	501.95
001 000 020	1,927.51
001 000 021	34,810.81
001 000 022	9,363.12
001 000 024	3,699.66
001 000 062	396.02
FUND CURRENT EXPENSE FUND	71,084.16
104 000 042	1,266.16
FUND ARTERIAL STREET FUND	1,266.16
105 000 072	535.48
FUND LIBRARY FUND	535.48
108 000 019	57.60
FUND STADIUM FUND	57.60
110 000 042	4,387.61
FUND PUBLIC LANDS	110 4,387.61
332 000 082	44,983.44
FUND P WTF SEWER CONSTRUCTION FUND	44,983.44
401 000 035	26,165.02
FUND SEWER FUND	26,165.02
407 000 082	303.50
FUND 1998 SEWER REVENUE BOND FUND	303.50
410 000 000	5,916.94
FUND CUM RES-SEWER FACILITIES FUND	5,916.94
412 000 000	602.40
412 000 037	64,785.95
FUND SOLID WASTE FUND	65,388.35
621 000 000	14,070.00
FUND SUSPENSE FUND	14,070.00
TOTAL	234,158.26



To: Sedro-Woolley City Council
From: Mayor Sharon D. Dillon *SD*
Date: June 19, 2006
Re: Street Closure

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 28 2006

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

Issue: The members of the Lincoln Theatre and members of the Tar Heel Roots Project I would like to request closure of Ferry Street on July 15 from 9 AM to 6 PM, and allow a tent to be placed on the south side of Ferry Street July 14 evening and leave up through July 15 activities.

Background: See attached letter.

Recommendation: Motion to allow the Lincoln Theatre and members of the Tar Heel Roots Project I to close Ferry Street between the alley and Metcalf Street on July 15, 2006 and allow a tent to be placed on the south side of Ferry Street July 14 evening and leave up through July 15 activities.



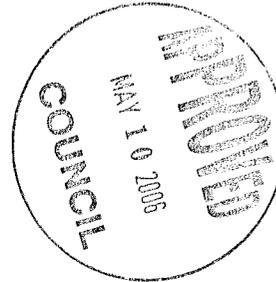
Skagit County's Historic Film, Education & Performing Arts Center

Post Office Box 2312 712 So. First Street
Mount Vernon Washington 98273
Business Office 360-419-7129 Facsimile 360-336-2408
www.lincoltheatre.org

CITY COUNCIL AGENDA
REGULAR MEETING

MAY 10 2006

7:00 PM. COUNCIL CHAMBERS
AGENDA NO. _____



April 18, 2006

Patsy K. Nelson
Clerk-Treasurer
720 Murdock Street
Sedro-Woolley, WA 98284

Dear Ms. Nelson,

As Program Director of the Lincoln Theatre and committee member of the Tar Heel Roots Project I would like to request to use the gazebo and surrounding area for the Tar Heel Roots Heritage Festival on July 15, 2006 from approximately noon to 5 PM. As you know Skagit County especially Eastern Skagit County is the home of a significant number of migrants from Western North Carolina and this the opportunity to acknowledge the contributions to our community.

Our plans for that day are to have a display of North Carolinian crafts such as quilting, canning, and folk crafts. There will be demonstrations of cooking such as cornbread, Tar Heel beans and other culinary dishes from North Carolina. We will present a photo collage of family pictures and other memorabilia. The festival will be free to the public.

If you have any questions or need additional information do not hesitate to call me. I can be reached at (360) 419-7129 ext 100 Monday through Friday between 9 AM and 5 PM. I look forward to hearing from you.

Sincerely,


Vicky Young
Program Director



LEAGUE OF WOMEN VOTERS OF SKAGIT COUNTY

58062 SR 20 | Rockport, WA 98283 | 360-873-2210

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 28 2006

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

June 17, 2006

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

re: Reservation of Sedro-Woolley Community Center

Dear Mayor Dillon & Council Members:

The League of Women Voters of Skagit County is once again in the process of planning the annual candidates' forums. In years past the Sedro-Woolley Community Center has been available free of charge for that purpose and we would very much appreciate your permission to use the facility for the District 3 County Commissioners Primary Forum this year. The event has been scheduled for the evening of Thursday, September 7, 2006 and we would need the hall from 6 to 10 p.m.

As you probably know, the League is a nonpartisan organization. The Sedro-Woolley Chamber of Commerce will be our co-sponsor again this year and Pola Kelley has agreed to be the moderator. During the forum, each of the candidates in the race will be allowed to speak for two minutes, followed by a question-and-answer session.

Please contact me at 856-2290 if you need any further information.

Regards,

A handwritten signature in black ink, appearing to read 'Diane Freethy', written over a large, stylized loop.

Diane Freethy
District 3 Forum Coordinator

CITY OF SEDRO-WOOLLEY

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

Memorandum

**CITY COUNCIL AGENDA
REGULAR MEETING**

JUN 28 2006

To: Mayor and City Council

From: Patrick Hayden

Date: 6/22/2006

Re: Appointment of Eron Berg as City Attorney

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

Issues: Should the City Council approve the appointment of Eron Berg as City Attorney and approve the accompanying contract for City Attorney services as a 1/3 FTE employee for six months?

Background: The Mayor requests that the City Council confirm the appointment of Eron Berg as City Attorney and approve his contract for signature.

Mr. Berg is a 1999 graduate of University of Washington School of Law. He has a private practice in Mount Vernon. He is the former mayor of LaConner.

Mr. Berg's contract is for one-third FTE for \$3,000 per month, as a City employee rather than an independent contractor. He does not receive any benefits, retirement, medical, etc. It is not an exclusive contract, and can be terminated on 30 days notice by either party. One goal is to provide coverage for legal services for the City for the next six months.

Mr. Berg will become City Attorney effective July 1, and I will spend two weeks helping to transition my work to him and others.

The City Attorney is appointed by the Mayor, subject to confirmation by the City Council. The contract requires Council approval.

Mr. Berg will be available for any questions.

Recommended Action: Motion approving the appointment of Eron Berg as City Attorney and approval of the proposed contract for six months employment.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 2006, by and between the City of Sedro-Woolley, State of Washington, a municipal corporation, hereinafter called "Employer," and Eron M. Berg, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as City Attorney of the City of Sedro-Woolley for a period of six (6) months; and

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

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

WHEREAS, Employee desires to accept employment as City Attorney of the City of Sedro-Woolley;

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

Section 1. Duties

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

Section 2. Term

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

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

C. Subject to the foregoing, the term of this agreement shall be from June 15, 2006 through December 31, 2006.

Section 3. Suspension

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

Section 4. Termination

A. The Employer may terminate the Employee at any time, without cause, on thirty (30) days notice.

B. The Employer may terminate the Employee for just cause at any time, without notice. (“Just cause” shall include, but is not limited to all matters that constitute grounds for disciplinary action as set forth in any personal policy manual of the Employer as now existing or hereinafter amended. The provisions of any personnel policy or other written or unwritten or unwritten custom or policy regarding termination shall not apply to the Employee, except for purposes of defining “just cause”.)

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

Section 5. Disability

If Employee is unable to perform the essential duties of his job because of disability, sickness, accident, injury, mental incapacity, or health-related reasons for a period of sixty (60) days, Employer shall have the option to terminate this agreement without further notice.

Section 6. Salary

Employer agrees to pay Employee for his services rendered pursuant hereto a base salary of \$3,000.00 per month for one-third of full-time equivalent employment, payable in installments at the same time as other Employees of the Employer are paid. Said salary shall cease upon termination of employment as provided in Sections 2 and 4.

In addition, Employer may provide compensation for additional work on specific matters which require more time from the Employee, as agreed upon by the parties from time to time.

Section 7. Performance Evaluation

The Employer shall review and evaluate the performance of the Employee at the end of the term of this agreement. The Employer shall provide the employee with a summary written statement of the findings of the Employer and provide an adequate opportunity for the Employee to discuss her evaluation with the Employer.

Section 8. Hours of Work

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

The Employee shall be employed for a one-third (1/3) equivalent of a full-time employee, which is mutually agreed to be approximately twelve hours per week during the normal work week together with attendance at City Council and City Planning Commission meetings as directed by the Mayor, and such other times as agreed upon by the parties.

Section 9. Non-Exclusive Contract

Employer and Employee agree that this is not a contract for exclusive employment, and the employee may provide legal services to others. Similarly, the Employer is free to engage other attorneys to provide legal services to the City as it deems necessary.

Section 10. Vacation and Sick Leave

Employee shall not accrue vacation and sick leave time during the term of this contract.

Section 11. Health Insurance

- A. Employer shall not provide health insurance for Employee.
- B. The Employee agrees to abide by the employer's policy regarding drug testing.

Section 12. Retirement

Employer shall not provide retirement benefits to employee unless required by law.

Section 13. Indemnification

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

Section 14. Other Terms and Conditions of Employment

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

Section 15. Notices

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

Section 16. General Provisions

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

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

CITY OF SEDRO-WOOLLEY

EMPLOYEE

By: _____
Sharon Dillon, Mayor

Eron Berg

Attest:

City Clerk

CITY OF SEDRO-WOOLLEY

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

Memorandum

**CITY COUNCIL AGENDA
REGULAR MEETING**

JUN 28 2006

To: Mayor and City Council

From: Patrick Hayden

Date: 6/22/2006

Re: Appointment of Richard Weyrich as City Prosecutor

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 34

Issues: Should the City Council approve the appointment of Richard Weyrich as City Prosecutor and approve the accompanying contract for City Prosecutor services for six months?

Background: The Mayor requests that the City Council confirm the appointment of Richard Weyrich as City Prosecutor and approve his contract for signature.

Mr. Weyrich is a former Skagit County Deputy Prosecutor, and has served as City Prosecutor for the City of Mount Vernon. He has a private practice in Mount Vernon.

Mr. Weyrich's is for \$2,000 per month, as an independent contractor. He would not be a City employee.

Mr. Weyrich will become City Prosecutor effective July 1.

The City Prosecutor is appointed by the Mayor, subject to confirmation by the City Council. The contract requires Council approval.

Recommended Action: Motion approving the appointment of Richard Weyrich as City Prosecutor and approval of the proposed contract for six months.

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this 1st day of July, 2006 by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and Richard Weyrich, whose address is PO Box 337, Mount Vernon, WA 9827, hereinafter referred to as the "Attorney".

WHEREAS, the City desires to engage the Attorney to perform certain duties relating to professional services as a City Prosecutor, and

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

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

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

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

1. Scope of Services.

The Attorney agrees to perform in a satisfactory and proper manner, as determined by the City, services as City Prosecutor that are requested by the City of Sedro-Woolley from time to time. These services shall include represent the City of Sedro-Woolley in misdemeanor, infraction, and civil cases in Sedro-Woolley Municipal Court, and in any appeals thereof.

2. Relationship of Parties.

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

3. Time of Performance.

The service of the Attorney shall be from July 1, 2006 through December 31, 2006.

4. Delays and Extensions of Time.

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

5. Compensation and Schedule of Payments.

City shall pay the Attorney \$2,000.00 per month, plus out of pocket expenses such as filing fees as approved in advance by the Mayor or City Clerk-Treasurer.

The Attorney shall be paid monthly, within ten (10) days after approval of the warrant by the City Council following the provision for services.

7. Termination.

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

- a) material violation of this agreement.
- b) failure to maintain professional standards in the performance of services related to this agreement.

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

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

8. Evaluation and Compliance with the Law.

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

9. City Business and Occupation License.

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

10. Liability and Hold Harmless.

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

11. Amendments.

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

12. Scope of Agreement.

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

13. Ratification.

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

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

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

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

17. Non-exclusive Agreement. This agreement shall not prevent either party from entering into a contract with another person or entity for similar services.

DATED this _____ day of _____, 2006.

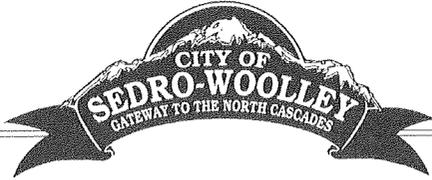
CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

City Clerk

ATTORNEY:



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 28 2006

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

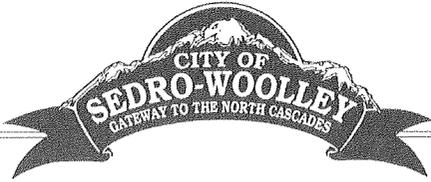
Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

NEW BUSINESS



To: Sedro-Woolley City Council
From: Mayor Sharon D. Dillon *SD*
Date: June 21, 2006
Re: Interlocal Agreement for administering SHB Funds

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 28 2006

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

Issue: Should the Sedro-Woolley City Council enter into an interlocal agreement with Skagit County, all Cities and Towns in Skagit County for the purpose of administering recording fee surcharge funds.

Background: Enclosed is a letter from Bill Henkel explaining the reason for the interlocal and use of 2060 funds. If I remember we did a similar agreement last year.

Recommendation: Motion to enter into the INTERLOCAL COOPERATION AGREEMENT BETWEEN SKAGIT COUNTY, THE CITIES OF ANACORTES, BURLINGTON, MOUNT VERNON, AND SEDRO-WOOLLEY, AND THE TOWNS OF CONCRETE, HAMILTON, LA CONNER AND LYMAN FOR THE PURPOSE OF ADMINISTERING SURCHARGE FUNDS CREATED AS A RESULT OF SHB 2163.

Skagit County Community Action Agency



"Helping People, Changing Lives"

June 19, 2006

Dear Mayor Sharon Dillon and Sedro-Woolley City Council:

Please consider signing the enclosed inter-local agreement authorizing a process whereby a new source of local funding can be used to help Skagit County organizations prevent homelessness.

Washington State Substitute House Bill 2163, also known as the "Homeless Prevention Act of 2005," is a mechanism to raise funds for homeless prevention projects. Through creation of a \$10 document-recording fee collected at the county level, SHB 2163 generates approximately \$20 million a biennium statewide for services aimed at ending homelessness, 40% of which will be distributed by the Washington State Department of Community Trade and Economic Development (CTED), while 60% will be distributed locally at the county level.

Based on the similar SHB "2060" funds (for low-income housing projects), Skagit County might expect to collect approximately \$200,000 a year for homeless prevention purposes. Funds under SHB 2163 began to be collected by County auditors as of August 1, 2005.

The enclosed inter-local would authorize local nonprofit organizations to apply for 2163 funding for projects broadly aimed at alleviating and preventing homelessness, especially projects consistent with a recent Skagit County 10-Year Plan to End Homelessness.

Our hope is to allow local organizations to apply for the first round of 2163 funds in September 2006 (at the same time the similar "2060" low-income housing applications are due). To coordinate these two funding sources, the "2060 Advisory Committee" (chaired by United Way of Skagit County's Executive Director Dr. Paul Chaplik) would review and make recommendations on funding, and present their recommendations to Community Action's Board of Directors. The Skagit County Board of Commissioners would make final approval, and the County would establish contracts with successful applicants in January 2007.

Note that Skagit County has asked our organization to help establish the process whereby these funds are distributed, as we did with the 2060 funds. Please feel free to contact me, Trisha Logue at the County, or Dr. Paul Chaplik at United Way, if you would like more information. I would also be happy to visit with you or present at a council meeting if you would find that helpful.

Please return your signed inter-local agreement in the enclosed envelope, addressed to Trisha Logue, Budget/Finance Administrator, Skagit County. Thank you in advance for your efforts to prevent homelessness in our communities.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Henkel".

Bill Henkel
Community Services Director



**INTERLOCAL COOPERATION AGREEMENT BETWEEN SKAGIT COUNTY,
THE CITIES OF ANACORTES, BURLINGTON, MOUNT VERNON, AND SEDRO
WOOLLEY, AND THE TOWNS OF CONCRETE, HAMILTON, LA CONNER, AND
LYMAN FOR THE PURPOSE OF ADMINISTERING SURCHARGE FUNDS
CREATED AS A RESULT OF SHB 2163**

This agreement is entered into as of this ____ day of _____, 2006, between **Skagit County**, the Cities of **Anacortes, Burlington, Mount Vernon**, and **Sedro-Woolley**, and the towns of **Concrete, Hamilton, La Conner** and **Lyman** (“The Parties”) for the purpose of creating an Interlocal Agreement for the use of funds created through the surcharge of ten dollars for each document recorded through the County Auditor’s office to fund housing programs for extremely low income and very-low income persons (“the low income”) throughout Skagit County.

WHEREAS, the Washington State Legislature during the 59th Legislative Session passed Substitute House Bill 2163, “The Washington State Homeless Housing & Assistance Act of 2005,” which became effective and began collecting funds on August 1, 2005; and

WHEREAS, this bill authorizes a ten dollar surcharge on certain documents, such as the recording of mortgages, recorded through the County Auditor’s office (hereinafter, The “2163 Funds”) for the purpose of providing funds for homeless prevention projects; and

WHEREAS, a companion bill, Substitute House Bill 5767, also passed during the 59th Legislative Session, which requires that each county create by December 31, 2005, and periodically review and revise thereafter, a local Homeless Prevention Plan, with the minimum goal of reducing homelessness by 50% over ten years (by 2015);

WHEREAS, SHB 5767 requires that funds awarded out of SHB 2163 are consistent with this plan, which was adopted by Skagit County in December 2005 via Resolution R20050479; and

WHEREAS, McKinney funds, Emergency Shelter Assistance Program funds, Emergency Shelter Grant Program funds, Housing Trust Fund grants, Community Development Block Grant Housing Rehabilitation, and Rental Rehabilitation Program funds have either been cut back or require matching funds; and

WHEREAS, the County and its Cities and Towns are required to develop an Interlocal Agreement consistent with countywide and homeless prevention plans and policies.

NOW THEREFORE, in consideration of the mutual housing benefits for homeless families and individuals living throughout the entire Skagit County area, the above parties agree as follows:

1. USE OF 2163 FUNDS

- A. The 2163 funds will fund new homeless prevention programs or enhance existing homeless prevention programs that require match and/or supplementing.
- B. Projects funded through 2163 support must be listed in or consistent with Skagit County's Ten Year Homeless Prevention Plan, as required by SHB 5767, and as adopted by Skagit County in December 2005, and periodically reviewed, updated and approved thereafter following State CTED guidelines, local input, and County approval.
- C. In addition to projects listed directly in Skagit County's Ten Year Homeless Prevention Plan, approved uses of 2163 funds include:
 - 1. Rental and furnishing of dwelling units for the use of homeless persons;
 - 2. Costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
 - 3. Operating subsidies for transitional housing or permanent housing servicing formerly homeless families or individuals;
 - 4. Services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
 - 5. Temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
 - 6. Outreach services for homeless individuals and families;
 - 7. Development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress toward established goals;
 - 8. Rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and
 - 9. Other activities to reduce and prevent homelessness as identified for funding in Skagit County's Ten Year Homeless Prevention Plan, and consistent with State law.
- D. The 2163 funds will be administered by Skagit County, and facilitated by Skagit County Community Action Agency (the "Facilitating Agency"), as the lead agency for shelter service funds in Skagit County, to serve individuals and families in need throughout the jurisdictions in Skagit County.

- E. The facilitating Agency's Board of Directors, as broadly representing communities throughout Skagit County, will convene an Advisory Committee comprised of members of the local Homeless Coalition and other interested community leaders to help establish and revise a local Homeless Prevention Plan, for approval by the Skagit County Board of Commissioners.
- F. The Advisory Committee will be chaired by a knowledgeable non-stakeholder (e.g., member of the United Way of Skagit County) and present recommendations to the Facilitating Agency's Board of Directors for the yearly allocation of 2163 funds, based on local needs in Skagit County and consistent with Skagit County's Homeless Prevention Plan. These recommendations will then be forwarded to the Skagit County Board of Commissioners for final approval.
- G. The 2163 funds will be collected by the Skagit County Auditor's Office and held in a single fund at the County to be used for the above program purposes by viable, local nonprofit organizations.
- H. To the extent possible and consistent with law, the distribution of these funds will be coordinated with the distribution of the similar "2060" funds for very low-income housing projects, to allow for coordination and streamlining of these funds.

2. TERM OF AGREEMENT

The term of this agreement shall be from the date hereof, and shall extend until terminated. This agreement may be terminated by any party by giving one year's written notice to the other parties, provided that termination shall not affect or impair any joint purchases of the parties that are agreed to on or before the termination.

3. INDEMNIFICATION

Each party shall indemnify and hold the other parties and their agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against parties arising out of, in connection with, or incident to the execution of this Agreement and/or the indemnifying party's performance or failure to perform any aspect of this Agreement.

If such claims are caused by or result from the concurrent negligence of two or more parties, or their respective agents, employees, and/or officers, then these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the indemnifying party; provided that nothing herein shall require either party to hold harmless or defend the other party or the other party's agents, employees and/or officers from any claims arising from the sole negligence of the other party, or its agents, employees, and/or officers.

By virtue of this provision, the parties shall not be deemed to have waived their immunity pursuant to Title 51 RCW, and nothing contained in this agreement shall be construed so as to operate as a waiver.

4. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

5. ASSIGNMENT

No parties shall assign this Agreement or any interest, obligation or duty therein without the express written consent of the other parties.

6. ATTORNEYS' FEES

If any of the parties shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by another party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

7. NOTICES

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

SKAGIT COUNTY
Attn: Commissioners
1800 Continental Placc, Suite 100
Mount Vernon, WA 98273

CITY OF ANACORTES
Attn: City Attorney
PO Box 547
Anacortes, WA 98221

CITY OF BURLINGTON
Attn: City Attorney
900 E. Fairhaven
Burlington, WA 98233

CITY OF MOUNT VERNON
Attn: City Attorney
PO Box 910
Mount Vernon, WA 98273

CITY OF SEDRO WOOLLEY
Attn: City Attorney
720 Murdock Street
Sedro Woolley, WA 98284

TOWN OF CONCRETE
Attn: Mayor
PO Box 39
Concrete, WA 98237

TOWN OF HAMILTON
Attn: Mayor
PO Box 528
Hamilton, WA 98255

TOWN OF LACONNER
Attn: Mayor
PO Box 400
LaConner, WA 98257

TOWN OF LYMAN
Attn: Mayor
PO Box 1248
Lyman, WA 98263

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

8. MISCELLANEOUS

- A. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Skagit County, Washington.
- C. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- D. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identities of the parties hereto are as set forth hereinabove.
- E. The purpose of this Agreement is to accomplish the objectives of this Agreement.
- F. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.
- G. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by all parties.
- H. Copies of this Agreement shall be filed with the Skagit County Auditor's Office by Skagit County and with the respective City Clerks of the parties hereto.

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

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

KENNETH A. DAHLSTEDT, Chairman

TED W. ANDERSON, Commissioner

DON MUNKS, Commissioner

For Contracts under \$5000

County Administrator
(Authorization per Resolution #R20030146)

Approved as to Form:

Recommended:

By: _____
Deputy Prosecuting Attorney

By: _____
Department Head

Attest:

By: _____
Budget & Finance Administrator

Clerk of the Board

Approved as to Indemnification:

By: _____
Risk Manager

CITY OF SEDRO WOOLLEY

Sharon Dillon
Mayor

Name
City Attorney

Patsy Nelson
Clerk/Treasurer

CITY OF BURLINGTON

Roger (Gus) Tjeerdsma
Mayor

Scott Thomas
City Attorney

Richard A. Patrick
Finance Director

CITY OF ANACORTES

H. Dean Maxwell
Mayor

Ian S. Munce
City Attorney

Wanda Johnson
Clerk/Treasurer

CITY OF MOUNT VERNON

Bud Norris
Mayor

Kevin Rogerson
City Attorney

Alicia D. Huschka
Finance Director

TOWN OF LYMAN

Chris Stormont
Mayor

Name
Title

Name
Title

TOWN OF HAMILTON

Timothy A. Bates
Mayor

Name
Title

Name
Title

TOWN OF CONCRETE

Jack Billman, Jr.
Mayor

Name
Title

Name
Title

TOWN OF LACONNER

Wayne Everton
Mayor

Name
Title

Name
Title