

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

July 26, 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 #57850 to #57967 for \$221,143.47
(Except #57885, #57934, #57940 & #57966 for \$9,990.10 – see item 3k)
 - Payroll Warrants #38280 to #38379 for \$163,695.64
 - c. Waiver of Fees - Riverfront Park - S.W. Best Self - August 9, 2006
 - d. Waiver of Fees - Riverfront Park - S.W. Rotary - August 31, 2006
 - e. Waiver of Fees - Hammer Heritage Square - S.W. Chamber - August 24, 2006
 - f. Interlocal Agreement - Joint Purchasing with Tacoma
 - g. Interlocal Agreement - 2006 EMS Disposal Supply
 - h. Interlocal Agreement with Skagit County for Library Services
 - i. Professional Services Agreement - Labor Consultant
 - j. Setting Public Hearing - Reenactment of Interim Zoning Control Ordinance
 - k. Valley Baptist Church Right-of-Way
4. Presentation - Department of Ecology Award - Sewer Department
 5. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARINGS

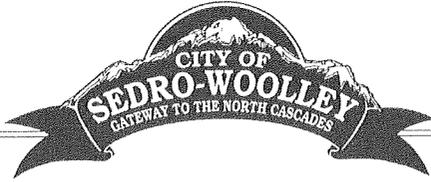
6. Agreement - Hanson Development
7. Agreement - Joy Development

UNFINISHED BUSINESS

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

NEW BUSINESS

EXECUTIVE SESSION /YES



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 26 2006

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

DATE: July 26, 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 July 26, 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.

JUL 26 2006

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
July 12, 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, Pat Colgan, Hugh Galbraith, Rick Lemley and Mike Anderson. Staff Present: Clerk/Treasurer Nelson, Attorney Berg, Planner Rozema, Engineer Blair, Police Chief Wood and Asst. Fire Chief Olson.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #57731 to #57849 for \$116,174.10
 - Payroll Warrants #38179 to #38279 for \$200,460.66

Councilmember Lemley moved to accept the consent calendar Items A and B. Seconded by Councilmember Splane. Motion carried.

Public Comment

Bill Kaaland – representing parties who own a piece of property within the City limits who are trying to short plat some property noted his disappointment in the progress of getting information and answers resolved. He addressed the inconsistencies with the right of way for roads and questioned the authority of city staff in making the determinations of adjusting the transportation plan that was paid for by taxpayers money. He also questioned whether the Council was aware of the requirements.

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

Golf Course (Report Only – Parks Dept.)

Shane Walley, Public Lands Foreman presented a financial update to the Council on the Golf Course. He pointed out that staff was working for about a month prior to the course being opened in order to bring it back into operating condition as well as other obstacles such as weather and work on the pipeline. He also noted the good season is just ahead

and believes the financial picture will improve. Walley thanked volunteers Les and Susie Williams for their efforts. He then answered Council questions which included method of payment and removal of the driving range.

NEW BUISNESS

Contract – Carletti Architects for New City Hall

Mayor Dillon introduced the contract for Carletti Architects to proceed with the final steps for the new city hall.

Councilmember Anderson expressed concern of the lack of development of the second floor for future expansion.

Councilmember Lemley moved to approve the professional services contract with Carletti Architects for the next step of the building of the New City Hall. Contract not to exceed \$210,725.00. Councilmember Requa seconded. Motion carried 6-1 (Councilmember Anderson opposed).

Hanson Agreement

Attorney Hayden reviewed background information regarding the Hanson request for a 2-lot short plat without sewer. Hayden noted that sewer is now available and the Hanson's should they hook up to sewer could get more building lots. Staff has been working with the Hanson's on an agreement for a sewer line and street improvements. Hayden reviewed details of the proposed agreement as well as the uniqueness of the F & S Grade Road area. Hayden noted changes in the laws and the affect of the agreement approval.

Darlene Hanson – 978 Hillcrest Dr., Burlington, addressed the Council and noted their support of the proposed agreement and request direction from Council as to their approval or disapproval.

Councilmember Requa recused himself from the topic due to a conflict of interest.

Councilmember Anderson expressed concern on the lack of advance information for review within their Council packets.

Attorney Hayden noted that the request for Council is to consider whether to accept the topic on the agenda at the next meeting or to place it on the Planning Commission's agenda at their next meeting.

Councilmember Meamber noted that sewer was extended into that area to encourage people to hook up and thinks the Council should hear the issue.

Council discussion ensued with the feeling of the Council to place the topic as an agenda item for their next meeting.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Mayor Dillon – commented on the 4th of July festivities and thanked Jo Ann Lazon, Loggerodeo President for her hard work over the years.

Police Chief Wood – reported on the status of moving the evidence room. He noted they are close to vacating the existing area and will be ready to turn it over to the Museum within the next week. He noted that at some point there will be the need for a secure location for their large evidence items. Wood stated that they have begun to use Property Room.com for unclaimed property. He noted that the new officer has been helping with these project while he awaits enrollment into the Police Academy.

Asst. Fire Chief Olson – reported on the Firefighting Competition held during the Loggerodeo festivities and noted the burn tower at the training site is now complete and a small practice burn may be held Monday evening. He also discussed plans for a possible open house at the training center.

Engineer Blair – announced the Sterling/Township Street sewer project is now underway. He noted the inconvenience to the residents in the area and requested their patience with the contractors. Blair also stated that he would be requesting the sewer moratorium in that area be lifted at a meeting in the near future.

Planner Rozema – noted they are in final process for the hiring of an Associate Planner and hope to make a decision by Friday in order to get someone on board the first part of August.

Councilmember Meamber – questioned the status of F & S Grade Road.

Engineer Blair noted there were some unexpected power pole issues that have been resolved and caused a slight delay. The paving should be restarted within the next couple of weeks.

Councilmember Meamber also questioned the status of the Bingham Park project.

Blair stated they hope to get back on the project and have it finished sometime this summer.

Councilmember Meamber announced the Outdoor Movies and what a great event it was. Councilmember Lemley noted there were over 200 people in attendance for the first movie.

Councilmember Requa questioned the 6” plastic water line within the Sterling Street sewer project.

Blair noted it was for reclaimed water which fits with a plan for future use at Riverfront Park, Cemetery and possibly the Golf Course for irrigation purposes.

Councilmember Colgan – questioned the standard right of way width. Blair answered that the standard right of way width was 80 feet.

Councilmember Galbraith – questioned the timeline on the sidewalk along Highway 9 to Alderwood. Blair reported that the County has offered to be the CA because the funding is federal money and they also offered to do the design work. An interlocal agreement will be forthcoming in order to proceed.

Councilmember Anderson – questioned the number of tickets for illegal fireworks during the fourth of July and expressed concern of the dangers. He also spoke in favor of enforcement of the current laws and reported a situation at Janicki Fields.

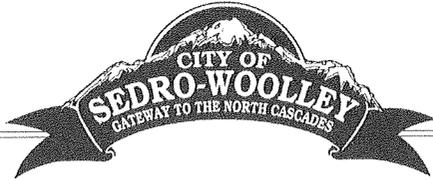
Police Chief Wood noted there were 43 complaints with no citations issued. He also stated there were a lot of fireworks confiscated and spoke of the need for support in their enforcement through the court and prosecution as well.

Discussion ensued regarding fireworks between Council and audience members.

Councilmember Lemley welcomed Attorney Berg to his first official meeting.

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

The meeting adjourned at 8:07 P.M.



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 26 2006

7:00 PM. COUNCIL CHAMBERS
AGENDA NO. 36

DATE: July 26, 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 July 26, 2006.

Motion to approve Claim Vouchers #57850 to #57967 in the amount of \$221,143.47. (Except #57885, #57934, #57940 & #57966 for \$9,990.10 - see item 3k)

Motion to approve Payroll Warrants #38280 to #38379 in the amount of \$163,695.64.

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.

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
57850	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP SWR	561.00
		MISC-FILING FEES/LIEN EXP SAN	625.00
		WARRANT TOTAL	1,186.00
57851	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP SWR	128.00
		MISC-FILING FEES/LIEN EXP SAN	192.00
		WARRANT TOTAL	320.00
57852	DEPARTMENT OF LICENSING	EQUIPMENT & VEHICLES CEM	32.25
		EQUIPMENT & VEHICLES - STREETS	64.50
		EQUIPMENT & VEHICLES SWR	32.25
		WARRANT TOTAL	129.00
57853	ALL-PHASE ELECTRIC	MAINT OF GENERAL EQUIP SWR	25.78
		WARRANT TOTAL	25.78
57854	AMAZON CREDIT PLAN	REPAIR/MAINTENANCE-EQUIP LIB	212.45
		BOOKS, PERIOD, RECORDS LIB	6.47
		BOOKS, PERIOD, RECORDS LIB	34.56
		BOOKS, PERIOD, RECORDS LIB	38.50
		BOOKS, PERIOD, RECORDS LIB	29.47
		BOOKS, PERIOD, RECORDS LIB	4.96
		BOOKS, PERIOD, RECORDS LIB	21.77
		WARRANT TOTAL	348.18
57855	APPLIED INDUSTRIAL TECH	MAINT OF GENERAL EQUIP SWR	31.27
		WARRANT TOTAL	31.27
57856	ASSOCIATION OF WA CITIES	RETIRED MEDICAL PD	6,769.80
		WARRANT TOTAL	6,769.80
57857	ASSOC PETROLEUM PRODUCTS	AUTO FUEL CS	87.82
		AUTO FUEL CS	86.64
		AUTO FUEL/DIESEL FD	421.11
		REPAIRS/MAINT-EQUIP FD	36.74
		OP. SUPPLIES - GOLF PL	72.00
		VEHICLE FUEL / DIESEL	999.05
		VEHICLE FUEL / DIESEL	665.99
		VEHICLE FUEL / DIESEL	100.89
		AUTO FUEL/DIESEL SWR	545.23
		AUTO FUEL/DIESEL SAN	1,354.81
		WARRANT TOTAL	4,370.28
57858	AUTOMATION, CONTROLS,	MAINT OF GENERAL EQUIP SWR	400.00
		WARRANT TOTAL	400.00
57859	BARNETT IMPLEMENT CO. INC	REPAIRS/MAINT - EQUIP PL	145.80
		WARRANT TOTAL	145.80
57860	BAY CITY SUPPLY	OPERATING SUPPLIES CS	21.35
		OPERATING SUPPLIES PL	80.09
		OPERATING SUPPLIES PL	137.28

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SUPPLIES - CAMPGROUND	PL	268.83
		SUPPLIS - COMMUNITY CENTER	PL	112.95
		REPAIRS/MAINT-CAMPGROUND	PL	177.69
		WARRANT TOTAL		798.19
57861	BEN-KO-MATIC	REPAIRS/MAINT-ST CLEANING	PL	659.06
		WARRANT TOTAL		659.06
57862	BETTER HOMES & GARDENS	BOOKS, PERIOD, RECORDS	LIB	33.38
		WARRANT TOTAL		33.38
57863	BOULDER PARK, INC	MAINT - SOLIDS HANDLING	SWR	6,275.52
		WARRANT TOTAL		6,275.52
57864	CARLETTI ARCHITECTS P.S.	CITY HALL DESIGN		49.50
		WARRANT TOTAL		49.50
57865	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	7.42
		PUBLIC UTILITIES	FD	285.84
		PUBLIC UTILITIES	LIB	7.42
		PUBLIC UTILITIES	PL	46.76
		PUBLIC UTIL - COMM CENTER	PL	22.74
		PUBLIC UTIL - SENIOR CENTER	PL	101.72
		PUBLIC UTIL - FOOD BANK	PL	18.91
		PUBLIC UTIL - HHS	PL	15.07
		PUBLIC UTILITIES	SWR	32.49
		PUBLIC UTILITIES	SAN	35.50
		WARRANT TOTAL		573.87
57866	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	15.66
		WARRANT TOTAL		15.66
57867	CINTAS CORPORATION #460	UNIFORMS	FD	62.45
		WARRANT TOTAL		62.45
57868	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	206.52
		SUPPLIES	FIN	5.81
		SUPPLIES/BOOKS	PLN	15.81
		SUPPLIES	ENG	15.81
		OFF/OPER SUPPS & BOOKS	INSP	15.81
		WARRANT TOTAL		259.76
57869	CONCRETE NOR'WEST, INC.	REPAIRS/MAINT-STREETS	PL	191.08
		WARRANT TOTAL		191.08
57870	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	10.80
		WARRANT TOTAL		10.80
57871	SKAGIT WEEKLY NEWS GROUP	OFFICE SUPPLIES	LGL	72.36
		WARRANT TOTAL		72.36
57872	CRYSTAL SPRINGS	SUPPLIES	LGS	31.96

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SUPPLIES	JUD	9.84
		OPERATING SUPPLIES	CS	5.83
		OPERATING SUPPLIES	FD	90.32
		OPERATING SUPPLIES	PL	47.23
		OPERATING SUPPLIES	SWR	82.08
		WARRANT TOTAL		267.26
57873	CUES	MAINTENANCE OF LINES	SWR	1,237.21
		MAINT OF GENERAL EQUIP	SWR	326.13
		MAINT OF GENERAL EQUIP	SWR	133.85
		WARRANT TOTAL		1,697.19
57874	DAILY HERALD CO. (THE)	ADVERTISING	PLN	784.16
		WARRANT TOTAL		784.16
57875	DATA BASE	PROFESSIONAL SERVICES	JUD	30.00
		SUPPLIES	FIN	60.00
		WARRANT TOTAL		90.00
57876	DAY CREEK SAND & GRAVEL	MAINTENANCE OF LINES	SWR	167.12
		WARRANT TOTAL		167.12
57877	ESP OPTICAL	SMALL TOOLS & MINOR EQUIP	FD	168.00
		SMALL TOOLS & MINOR EQUIP	FD	42.00
		WARRANT TOTAL		210.00
57878	E & E LUMBER	SMALL TOOLS & MINOR EQUIP	FD	47.69
		OPERATING SUPPLIES	PL	20.06
		OPERATING SUPPLIES	PL	118.36
		OPERATING SUPPLIES	PL	40.69
		OP. SUPPLIES - TRAFFIC	PL	25.11
		OP. SUPPLIES - TRAFFIC	PL	46.27
		SMALL TOOL & MINOR EQUIP	PL	12.90
		SMALL TOOL & MINOR EQUIP	PL	11.65
		REPAIRS/MAINT - EQUIP	PL	5.08
		REPAIRS/MAINT - EQUIP	PL	7.97
		REPAIRS/MAINT-CAMPGROUND	PL	34.55
		REPAIRS/MAINT-CAMPGROUND	PL	44.33
		REPAIRS/MAINT-CAMPGROUND	PL	16.19
		MAINTENANCE OF LINES	SWR	6.87
		MAINTENANCE OF LINES	SWR	23.38
		OPERATING SUPPLIES	SWR	259.19
		OPERATING SUPPLIES	SWR	10.80
		OPERATING SUPPLIES	SWR	12.14
		OPERATING SUPPLIES	SWR	4.95
		OPERATING SUPPLIES	SWR	259.19
		OPERATING SUPPLIES	SWR	27.17
		OPERATING SUPPLIES	SAN	24.82
		WARRANT TOTAL		519.38
57879	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57880	ECONOMY FENCE CENTER	REPAIRS/MAINT - EQUIP	PL	30.57
		WARRANT TOTAL		30.57
57881	EXPERT SECURITY, LLC	MAINT OF GENERAL EQUIP	SWR	194.94
		WARRANT TOTAL		194.94
57882	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	SWR	20.00
		WARRANT TOTAL		20.00
57883	FEI #3023	BUILDINGS & STRUCTURES	FD	355.36
		WARRANT TOTAL		355.36
57884	FIDALGO NETWORKING	TELEPHONE	SAN	55.00
		WARRANT TOTAL		55.00
57885	FIRST AMERICAN TITLE	PROFESSIONAL SERVICES	SWR	248.40
		WARRANT TOTAL		248.40
57886	FUSSNER MONUMENT	LINERS	PL	115.00
		WARRANT TOTAL		115.00
57887	GRANITE HOLDINGS, LLC	OP. SUPPLIES - GOLF	PL	31.00
		WARRANT TOTAL		31.00
57888	GUARDIAN SECURITY	REPAIRS/MAINTENANCE BLDG.	LIB	195.60
		REPAIRS/MAINT-COMM CENTER	PL	197.80
		WARRANT TOTAL		393.40
57889	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	622.60
		WARRANT TOTAL		622.60
57890	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	5.59
		BOOKS, PERIOD, RECORDS	LIB	41.34
		BOOKS, PERIOD, RECORDS	LIB	35.28
		BOOKS, PERIOD, RECORDS	LIB	10.28
		BOOKS, PERIOD, RECORDS	LIB	33.78
		BOOKS, PERIOD, RECORDS	LIB	3.46
		BOOKS, PERIOD, RECORDS	LIB	18.21
		BOOKS, PERIOD, RECORDS	LIB	83.93
		BOOKS, PERIOD, RECORDS	LIB	19.37
		BOOKS, PERIOD, RECORDS	LIB	19.26
		BOOKS, PERIOD, RECORDS	LIB	33.69
		BOOKS, PERIOD, RECORDS	LIB	51.49
		BOOKS, PERIOD, RECORDS	LIB	24.20
		BOOKS, PERIOD, RECORDS	LIB	19.66
		WARRANT TOTAL		399.54
57891	ISOMEDIA.COM	TELEPHONE	FIN	8.74
		TELEPHONE	PLN	8.74
		TELEPHONE	ENG	8.74
		TELEPHONE	INSP	8.73
		TELEPHONE	LIB	39.95

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		74.90
57892	KAMB, THOMAS R	ASSOCIATE'S FEES	JUD	250.00
		WARRANT TOTAL		250.00
57893	L N CURTIS & SONS	REPAIRS/MAINT-EQUIP	FD	132.28
		SUPPLIES & BOOKS	FD	93.91
		WARRANT TOTAL		226.19
57894	LABCORP	PROFESSIONAL SERVICES	SWR	103.00
		WARRANT TOTAL		103.00
57895	LAKESIDE INDUSTRIES	REPAIRS/MAINT-STREETS	PL	670.69
		WARRANT TOTAL		670.69
57896	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	200.00
		WARRANT TOTAL		200.00
57897	LEMLEY CHAPEL INC	CEMETERY FEES		10.00
		WARRANT TOTAL		10.00
57898	LOGGERS AND CONTRACTORS	REPAIRS/MAINT - EQUIP	PL	9.94
		OPERATING SUPPLIES	SWR	42.12
		SAFETY EQUIPMENT	SWR	51.47
		REPAIRS/MAINT-EQUIP	SAN	10.04
		WARRANT TOTAL		113.57
57899	M'BROIDERY D'SIGNS	OP. SUPPLIES - GOLF	PL	91.55
		WARRANT TOTAL		91.55
57900	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
57901	MCLOUGHLIN & EARDLEY CORP	REPAIRS/MAINT-EQUIP	FD	224.90
		WARRANT TOTAL		224.90
57902	MARTIN MARIETTA MATERIALS	CONST-SKAGIT ST LIGHT	AST	258.27
		WARRANT TOTAL		258.27
57903	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	199.65
		WARRANT TOTAL		199.65
57904	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	38.10
		WARRANT TOTAL		38.10
57905	N C MACHINERY CO.	REPAIRS/MAINT - EQUIP	PL	34.16
		MAINTENANCE OF VEHICLES	SWR	43.88
		WARRANT TOTAL		78.04
57906	NATIONAL BARRICADE CO LLC	OP. SUPPLIES - TRAFFIC	PL	219.12
		WARRANT TOTAL		219.12

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57907	NEWMAN SIGNS INC	OP. SUPPLIES - TRAFFIC	PL	303.05
		WARRANT TOTAL		303.05
57908	NORTH CASCADE FORD	REPAIRS/MAINT-EQUIP	FD	91.96
		EQUIPMENT & VEHICLES	CEM	19,112.05
		EQUIPMENT & VEHICLES - STREETS		16,584.32
		EQUIPMENT & VEHICLES - STREETS		16,584.32
		EQUIPMENT & VEHICLES	SWR	18,562.96
		WARRANT TOTAL		70,935.61
57909	NORTH COAST ELECTRIC CO.	MAINT OF GENERAL EQUIP	SWR	153.90
		WARRANT TOTAL		153.90
57910	NORTHWEST CASCADE INC.	SUPPLIES & BOOKS	FD	77.00
		OP. SUPPLIES - GOLF	PL	93.76
		WARRANT TOTAL		170.76
57911	OASYS	COMPUTER NETWORK	CS	1,049.25
		WARRANT TOTAL		1,049.25
57912	OFFICE DEPOT	SUPPLIES	FIN	48.44
		WARRANT TOTAL		48.44
57913	OFFICE SYSTEMS	OPERATING RENTALS/LEASES	FIN	307.80
		REPAIRS & MAINTENANCE	PD	97.35-
		REPAIRS/MAINT-EQUIP	FD	97.36-
		WARRANT TOTAL		113.09
57914	OAK HARBOR FREIGHT	MAINT OF GENERAL EQUIP	SWR	332.87
		WARRANT TOTAL		332.87
57915	OLIVER-HAMMER CLOTHES	POSTAGE	FD	116.62
		CLOTHING	SWR	100.38
		WARRANT TOTAL		217.00
57916	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	28.27
		MISC-LAUNDRY	PL	20.68
		MISC-LAUNDRY	PL	3.24
		MISC-LAUNDRY	PL	20.68
		MISC-LAUNDRY	PL	18.42
		MISC-LAUNDRY	PL	33.15
		MISC-LAUNDRY	PL	20.68
		MISC-LAUNDRY	PL	33.15
		MISC-LAUNDRY	PL	20.68
		MISC-LAUNDRY	PL	18.42
		LAUNDRY	SWR	24.26
		LAUNDRY	SWR	24.26
		LAUNDRY	SWR	24.26
		WARRANT TOTAL		290.15
57917	OUTWEST UNLIMITED	PROFESSIONAL SERVICES	PL	120.00
		WARRANT TOTAL		120.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57918	PACIFIC POWER	MAINTENANCE CONTRACTS	SWR	1,339.20
		WARRANT TOTAL		1,339.20
57919	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT - EQUIP	PL	108.00
		REPAIRS/MAINT - EQUIP	PL	49.33
		REPAIRS/MAINT - EQUIP	PL	21.75
		REPAIRS/MAINT - EQUIP	PL	305.94
		REPAIRS/MAINT-EQUIP	SAN	280.25
		REPAIRS/MAINT-EQUIP	SAN	134.43
		WARRANT TOTAL		630.84
57920	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	870.00
		WARRANT TOTAL		870.00
57921	PRINTWISE, INC.	SUPPLIES	JUD	106.92
		SUPPLIES	JUD	239.22
		SUPPLIES	JUD	267.84
		SUPPLIES	JUD	165.24
		WARRANT TOTAL		779.22
57922	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	46.91
		PUBLIC UTILITIES	CS	31.97
		PUB UTILITIES-MALL	CS	31.79
		PUBLIC UTILITIES	FD	234.58
		PUBLIC UTILITIES	LIB	19.63
		PUBLIC UTILITIES	PL	493.44
		PUBLIC UTIL - CAMPGROUND	PL	242.19
		PUBLIC UTIL - HHS	PL	213.74
		PUBLIC UTILITIES	SWR	179.65
		PUBLIC UTILITIES	SAN	31.97
		WARRANT TOTAL		1,525.87
57923	PUGET SOUND ENERGY	PUBLIC UTIL - STREETLIGHTS	PL	6,170.88
		WARRANT TOTAL		6,170.88
57924	PURCHASE POWER	POSTAGE	JUD	213.46
		POSTAGE	FIN	289.38
		POSTAGE	LGL	5.61
		POSTAGE	PLN	248.19
		POSTAGE	ENG	111.74
		POSTAGE	FD	.80
		POSTAGE	INSP	36.45
		OFFICE SUPPLIES / POSTAGE	PL	5.57
		POSTAGE	SWR	177.90
		POSTAGE	SAN	177.90
		WARRANT TOTAL		1,267.00
57925	REICHHARDT & EBE ENG, INC	CONSTRUCTION-TOWNSHIP LINE	PWT	4,063.97
		ENGINEERING - METCALF LINE	PWT	160.67
		ENGINEERING-TOWNSHIP LINE	PWT	400.39
		ENGINEERING-TOWNSHIP LINE	PWT	600.55
		PROF SVS-ENGINEERING	SWR	511.75

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		5,737.33
57926	RINKER MATERIALS	REPAIRS/MAINT-STREETS	PL	2,100.23
		WARRANT TOTAL		2,100.23
57927	RJS AND ASSOCIATES	NEGOTIATIONS	FIN	598.80
		WARRANT TOTAL		598.80
57928	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	92.48
		WARRANT TOTAL		92.48
57929	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	12.48
		SMALL TOOL & MINOR EQUIP	PL	4.08
		REPAIRS/MAINT - EQUIP	PL	7.39
		REPAIRS/MAINT - EQUIP	PL	13.95
		REPAIRS/MAINT-ST CLEANING	PL	1.84
		REPAIRS/MAINT-ST CLEANING	PL	2.81
		OPERATING SUPPLIES	SWR	42.12
		OPERATING SUPPLIES	SWR	2.12
		EQUIPMENT & VEHICLES - STREETS		170.39
		WARRANT TOTAL		257.18
57930	SEDRO-WOOLLEY FAMILY	PROFESSIONAL SERVICES	SWR	105.00
		WARRANT TOTAL		105.00
57931	SEDRO-WOOLLEY GLASS	OPERATING SUPPLIES	PL	19.44
		WARRANT TOTAL		19.44
57932	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		18,090.00
		WARRANT TOTAL		18,090.00
57933	SIGNATURE FORMS INC.	SUPPLIES	FIN	326.30
		WARRANT TOTAL		326.30
57934	SKAGIT COUNTY AUDITOR	PROFESSIONAL SERVICES	SWR	33.00
		WARRANT TOTAL		33.00
57935	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	507.26
		WARRANT TOTAL		507.26
57936	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	2,304.25
		WARRANT TOTAL		2,304.25
57937	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	41,223.86
		WARRANT TOTAL		41,223.86
57938	SKAGIT CO. SENIOR SERVICE	SKAGIT SENIOR SERVICES	SEN	4,587.50
		WARRANT TOTAL		4,587.50
57939	SKAGIT CO. PUBLIC WORKS	REPAIRS/MAINT-STREETS	PL	4,797.43
		WARRANT TOTAL		4,797.43

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57940	SKAGIT COUNTY TREASURER	PROFESSIONAL SERVICES	SWR	174.70
		WARRANT TOTAL		174.70
57941	SKAGIT FARMERS SUPPLY	REPAIRS/MAINT-CAMPGROUND	PL	60.46
		REPAIRS/MAINT-SENIOR CENTER	PL	30.23
		WARRANT TOTAL		90.69
57942	SKAGIT READY MIX, INC.	MAINTENANCE OF LINES	SWR	288.36
		REPAIRS/MAINT-BUILDING	SAN	544.32
		WARRANT TOTAL		832.68
57943	SKAGIT VALLEY PUBLISHING	PROFESSIONAL SERVICES	LIB	262.06
		WARRANT TOTAL		262.06
57944	SOLUTIONS SAFETY SVC INC	REPAIRS/MAINT-EQUIP	FD	91.28
		WARRANT TOTAL		91.28
57945	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
57946	TAESCHNER, SEAN T.	BOOKS, PERIOD, RECORDS	LIB	23.73
		WARRANT TOTAL		23.73
57947	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL		782.70
		VEHICLE FUEL / DIESEL		683.46
		VEHICLE FUEL / DIESEL		345.80
		WARRANT TOTAL		1,811.96
57948	TRAFFIC SAFETY SUPPLY CO.	OP. SUPPLIES - TRAFFIC	PL	199.66
		WARRANT TOTAL		199.66
57949	TRUCK TOYS INC	EQUIPMENT & VEHICLES - STREETS		324.00
		WARRANT TOTAL		324.00
57950	TRUE VALUE	OPERATING SUPPLIES	CS	3.84
		REPAIR & MAINTENANCE	CS	8.35
		REPAIR & MAINTENANCE	CS	7.55
		REPAIR & MAINTENANCE	CS	6.44
		OPERATING SUPPLIES	FD	73.63
		OPERATING SUPPLIES	FD	6.87
		REPAIRS/MAINT-EQUIP	FD	33.17
		OPERATING SUPPLIES	PL	6.47
		OPERATING SUPPLIES	PL	17.78
		SUPPLIS - COMMUNITY CENTER	PL	46.36
		OP. SUPPLIES - GOLF	PL	43.47
		REPAIRS/MAINT-CAMPGROUND	PL	22.11
		REPAIRS/MAINT-SENIOR CENTER	PL	27.80
		REPAIRS/MAINT-SENIOR CENTER	PL	8.62
		REPAIRS/MAINT-SENIOR CENTER	PL	10.25
		OPERATING SUPPLIES	SWR	4.85
		OPERATING SUPPLIES	SWR	11.31
		OPERATING SUPPLIES	SWR	5.97

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 07/26/2006 (Printed 07/20/2006 14:46)

PAGE 10

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	8.36
		OPERATING SUPPLIES	SWR	4.31
		WARRANT TOTAL		357.51
57951	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57952	USA BLUE BOOK	OPERATING SUPPLIES	SWR	23.24
		WARRANT TOTAL		23.24
57953	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	117.30
		WARRANT TOTAL		117.30
57954	VALLEY AUTO SUPPLY	REPAIRS/MAINT - EQUIP	PL	6.58
		OPERATING SUPPLIES	SWR	29.69
		OPERATING SUPPLIES	SWR	13.96
		REPAIRS/MAINT-EQUIP	SAN	140.37
		REPAIRS/MAINT-EQUIP	SAN	105.71
		REPAIRS/MAINT-EQUIP	SAN	131.11
		SMALL TOOLS & MINOR EQUIP	SAN	47.09
		WARRANT TOTAL		474.51
57955	VALLEY CONSTRUCTION	CAP OUTLAY-GRANT FOR HHS	PKR	1,080.00
		WARRANT TOTAL		1,080.00
57956	VAN'S EQUIPMENT RENT. INC	REPAIRS/MAINT-STREETS	PL	464.40
		WARRANT TOTAL		464.40
57957	VERIZON NORTHWEST	TELEPHONE	JUD	185.52
		TELEPHONE	FIN	54.95
		TELEPHONE	FIN	463.82
		TELEPHONE	PLN	38.49
		TELEPHONE	PLN	92.77
		TELEPHONE	ENG	38.49
		TELEPHONE	ENG	92.77
		TELEPHONE	INSP	38.48
		TELEPHONE	INSP	92.77
		EQUIPMENT MAINT - GOLF	PL	115.42
		TELEPHONE	SWR	47.87
		TELEPHONE	SWR	42.72
		WARRANT TOTAL		1,304.07
57958	WAKEMAN, SCOTT	PROF SERVICES-HANDY MAN	CS	435.00
		WARRANT TOTAL		435.00
57959	WALE/MV CITY LIBRARY	MISC-TUITION/REGISTRATION	LIB	115.00
		MISC-TUITION/REGISTRATION	LIB	145.00
		WARRANT TOTAL		260.00
57960	WA BELT & DRIVE SYSTEMS	MAINT OF GENERAL EQUIP	SWR	2,373.94
		WARRANT TOTAL		2,373.94

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 07/26/2006 (Printed 07/20/2006 14:46)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57961	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	447.31
		WARRANT TOTAL		447.31
57962	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	3,744.90
		WARRANT TOTAL		3,744.90
57963	WEYRICH, RICHARD A.	PROSECUTING ATTY	JUD	2,000.00
		WARRANT TOTAL		2,000.00
57964	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD	6.23
		OPERATING SUPPLIES	PL	19.28
		SAFETY EQUIPMENT	PL	101.42
		SAFETY EQUIPMENT	PL	43.09
		WARRANT TOTAL		170.02
57965	HASS, TIM & DIANE	CONTRIBUTED CAP-LOCAL SOURCES		367.58
		WARRANT TOTAL		367.58
57966	VALLEY BAPTIST CHURCH	OTHER IMPROVEMENTS	SWR	9,534.00
		WARRANT TOTAL		9,534.00
57967	YOUNG, SANDRA J.	FACILITY RENT - RIVERFRONT		100.00
		WARRANT TOTAL		100.00
		RUN TOTAL		231,133.87

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	32,780.18
102	CEMETERY FUND	10.00
104	ARTERIAL STREET FUND	258.27
105	LIBRARY FUND	1,589.49
107	CUM RESERVE FOR CITY PARK FUND	1,080.00
110	PUBLIC LANDS 110	24,057.89
302	RES FOR CURR EXP CAP OUT FUND	49.50
332	PWTF SEWER CONSTRUCTION FUND	5,225.58
401	SEWER FUND	31,626.84
412	SOLID WASTE FUND	44,899.08
501	EQUIPMENT REPLACEMENT FUND	71,467.04
621	SUSPENSE FUND	18,090.00
TOTAL		231,133.87

DEPARTMENT	AMOUNT
001 000 011	31.96
001 000 012	11,257.79
001 000 014	3,240.56
001 000 015	77.97
001 000 018	1,858.43
001 000 019	1,188.16
001 000 020	278.35
001 000 021	6,672.45
001 000 022	2,687.86
001 000 024	391.89
001 000 055	4,587.50
001 000 062	507.26
FUND CURRENT EXPENSE FUND	32,780.18
102 000 000	10.00
FUND CEMETERY FUND	10.00
104 000 042	258.27
FUND ARTERIAL STREET FUND	258.27
105 000 072	1,589.49
FUND LIBRARY FUND	1,589.49
107 000 076	1,080.00
FUND CUM RESERVE FOR CITY PARK FUND	1,080.00
110 000 000	100.00
110 000 042	23,957.89
FUND PUBLIC LANDS	110 24,057.89
302 000 000	49.50
FUND RES FOR CURR EXP CAP OUT FUND	49.50
332 000 082	5,225.58
FUND PWTF SEWER CONSTRUCTION FUND	5,225.58
401 000 000	367.58
401 000 035	31,259.26
FUND SEWER FUND	31,626.84
412 000 037	44,899.08
FUND SOLID WASTE FUND	44,899.08
501 000 102	19,144.30
501 000 103	33,727.53
501 000 401	18,595.21
FUND EQUIPMENT REPLACEMENT FUND	71,467.04
621 000 000	18,090.00
FUND SUSPENSE FUND	18,090.00
TOTAL	231,133.87

July 11, 2006

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

CITY OF SEDRO-WOOLLEY
RECEIVED

JUL 10 2006

Time: _____
Initials: _____

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 26 2006

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

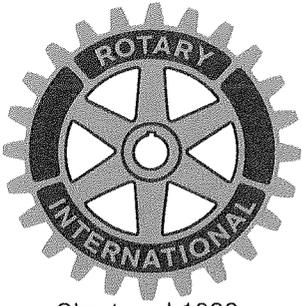
Dear Mayor and City Council Members,

The Sedro-Woolley Best SELF program has provided students in the Sedro-Woolley community with a summer full of education, learning, and fun for the past 15 years. Throughout each summer students take a variety of field trips around the community. On August 9th, SWBS will host our students' favorite trip of the year, the 5th Annual Riverfront Extravaganza. Due to budget constraints, the Sedro-Woolley Best SELF program is requesting a waiver of the \$100.00 fee charged to use the large under cover area at Riverfront Park. Our program relies heavily on community support and we would greatly appreciate your help regarding this matter. Thank you for your time and consideration.

Sincerely,



Bethany Belisle and Aimee Requa
Sedro-Woolley Best SELF
Site Coordinators



Chartered 1922

SEDRO-WOOLLEY ROTARY CLUB

P.O. Box 726 • Sedro-Woolley, Washington, U.S.A. 98284

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 26 2006

7:00 P.M. COUNCIL CHAMBER
AGENDA NO. 38

July 12, 2006

Mayor Dillon & Council
City Hall
Sedro-Woolley, WA 98284

Dear Mayor Dillon & Council Members:

The Sedro-Woolley Rotary Club has reserved the large shelter at Riverfront Park for Thursday, August 31, 2006 from Noon to Dusk for our annual Salmon Bar-B-Que.

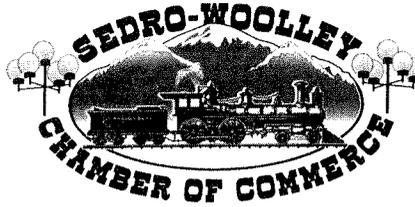
Due to the fact, monies raised by our club are given back to the community and the club has been instrumental in developing Riverfront Park, we are asking if any consideration can be made in forgiving the rental fee for our event.

Thanking you in advance;

Charles S. Ruhl; Chairman
Bar-B-Que Committee
Sedro-Woolley Rotary Club

ROTARY FOUR-WAY TEST "Of the things we Think, Say or Do"

1. Is it the **TRUTH**? 2. Is it **FAIR** to all concerned? 3. Will it build **GOODWILL** and **BETTER FRIENDSHIPS**? 4. Will it be **BENEFICIAL** to all concerned?



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 26 2006

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

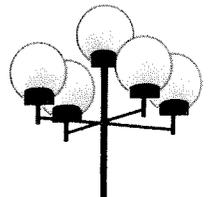
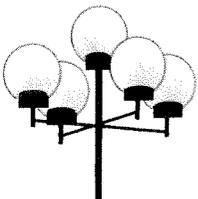
City Hall
Sedro-Woolley City Council
700 Murdock St
Sedro-Woolley, WA 98284

Dear City Council,

The Sedro-Woolley Chamber of Commerce would like to request the use of Hammer Heritage Square on August 24th, 2006 from 5:00 pm to 8:00 pm for our 5th Annual After Hours Chamber BBQ.

A handwritten signature in cursive script that reads "Lori Hamilton".

Lori Hamilton, Office Manager
Sedro-Woolley Chamber of Commerce



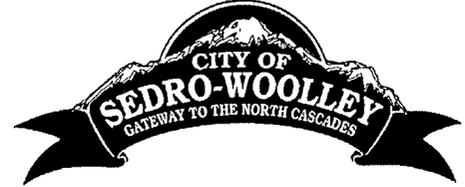
JUL 26 2006

CITY OF SEDRO-WOOLLEY

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

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

Memorandum



To: City Council

From: Eron Berg

Date: 7/11/2006

Re: Joint Purchasing Interlocal Agreement with Tacoma

ISSUE: Should the City enter into a joint purchasing interlocal with the City of Tacoma?

BACKGROUND: The Interlocal Cooperation Act allows cities to agree to a wide variety of arrangements that benefit municipalities within the State of Washington. This proposed agreement allows both the City and Tacoma to share effort in developing vendor lists, bids, etc. It does not obligate the City to any particular purchases.

RECOMMENDATION: Approve the interlocal as part of the consent agenda.

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and the SEDRO-WOOLLEY, a political subdivision under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; --

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. SCOPE: This agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
4. DURATION AGREEMENT - TERMINATION: This agreement shall remain in force until canceled by either party in writing.
5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

6. COMPLIANCE WITH LEGAL REQUIREMENT: Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

7. FINANCING: The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. FILING: Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

9. INTERLOCAL COOPERATION DISCLOSURE: Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

10. NON-DELEGATION/NON-ASSIGNMENT: Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

11. HOLD-HARMLESS: Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

12. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

APPROVED: SEDRO-WOOLLEY

APPROVED: CITY OF TACOMA:

Printed name

City Manager

Date

Signature

Date

APPROVED AS TO FORM:

Title

Assistant City Attorney

Date

Signature (if needed)

Date

Director of Finance

Date

Title

ATTEST:

City Clerk

Date

Tacoma City Council Resolution No. _____



City of Sedro-Woolley Fire Department

Dean Klinger, Chief
220 Munro St.
Sedro-Woolley, WA 98284

(360) 855-2252 • Fax (360) 855-0196

**CITY COUNCIL AGENDA
REGULAR MEETING**

JUL 26 2006

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

DATE: July 14, 2006
TO: Mayor Dillon and City Council
FROM: Dean Klinger, Chief
SUBJECT: 2006 EMS Disposable Supply Inter-Local

Situation:

Every year the Skagit County EMS Council reimburses the Fire Departments throughout the County for disposable supplies that we use on medical calls. This year, once again they are asking us to enter into an inter-local agreement for the reimbursement.

This agreement allows us to bill the EMS Council twice a year for the supplies that we have used, such as oxygen tubes, band aids, Defib pads, airway tubes, and a whole list of other supplies.

Recommended Action:

Staff recommends that the City Council authorize the Mayor to enter into an "Interlocal agreement for Disposable Supply Reimbursement ", with Skagit County EMS Commission.



Skagit County EMS Commission • 2911 E. College Way, Suite C • Mount Vernon, WA 98273-8909
Phone: 360.428.3230 • Fax: 360.428.3235 • email@skagitems.com • www.skagitems.com
Executive Director: Jodi D. Monroe • Medical Program Director: Donald L. Slack, M.D.

MEMORANDUM

DATE: June 28, 2006

TO: Skagit County Fire Departments/Districts

FROM: Earl Klinefelter, Interim Office Manager 

SUBJECT: 2006 EMS BLS Disposable Supply Reimbursement

As a licensed, verified BLS first response agency, you will be reimbursed for EMS Disposable Equipment in 2006.

The Commission is requesting that each agency sign and return the inter-local agreement so that we may reimburse you the allocated amount, for purchase of BLS disposable supplies.

If you have any questions please call me, 360/428-3230.

INTERLOCAL AGREEMENT BETWEEN

**SKAGIT COUNTY EMS COMMISSION
AND
CITY OF SEDRO-WOOLLEY**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, the Commission agrees to provide reimbursement funds to City of Sedro-Woolley for the purchase of emergency medical services disposable supplies and;

WHEREAS, City of Sedro-Woolley agrees to utilize the disposable supplies in the BLS First-response treatment of patients, and;

WHEREAS, the Commission agrees to reimburse City of Sedro-Woolley in the amount of \$5,475.35 for the year 2006.

Payment may be requested by City of Sedro-Woolley by invoice and copies of supporting vendor invoices, to the Commission August 15, 2006 and/or December 1, 2006.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, That an Interlocal Agreement between Skagit County EMS Commission and City of Sedro-Woolley be established.

PASSED this _____ day of _____, 2006.

Sharon Dillon, Mayor
City of Sedro-Woolley

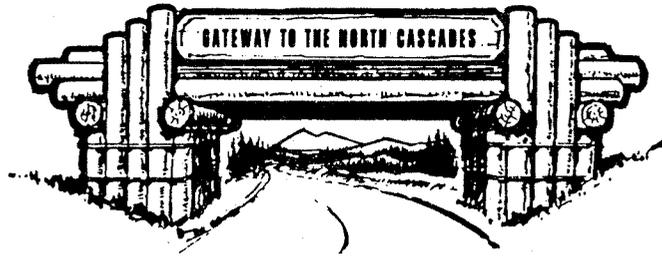
Shane Sanderson, President
Skagit County EMS Commission

2006 BLS Supplies Reimbursement Amounts

EMS BLS SUPPLIES GRANT	\$ 50,000.00	(year 2006 budget amount)
BASE AMOUNT	\$ 22,000.00	(\$1,000.00 base amount per agency)
CALL VOLUME AMOUNT	\$ 28,000.00	(allocated by call percentage)

AUTOMATIC FUND ALOCATION TO AGENCIES:

AGENCY	2004 AID CALLS	2005 AID CALLS	BASE AMT	CALL AMT	AGENCY TOTAL
# 1 Mount Vernon	7	7	\$1,000.00	\$ 27.15	\$1,027.15
# 2 McLean Road	189	189	\$1,000.00	\$ 732.96	\$1,732.96
# 3 Conway/Cederdale	247	247	\$1,000.00	\$ 957.89	\$1,957.89
# 4 Clear Lake	123	123	\$1,000.00	\$ 477.01	\$1,477.01
# 5 Allen/Edison/Samish	112	123	\$1,000.00	\$ 477.01	\$1,477.01
# 6 Burlington & vicinity	1089	1089	\$1,000.00	\$ 4,223.27	\$5,223.27
# 7 Lake Cavanaugh	18	18	\$1,000.00	\$ 69.81	\$1,069.81
# 8 Hickson/Prairie/Punkin Cntr/Lyman	509	562	\$1,000.00	\$ 2,179.50	\$3,179.50
# 9 Big Lake	104	92	\$1,000.00	\$ 356.79	\$1,356.79
# 10 Birdsvew/Grassmere	15	15	\$1,000.00	\$ 58.17	\$1,058.17
# 11 Mount Erie	128	234	\$1,000.00	\$ 907.48	\$1,907.48
# 12 Bayview	42	42	\$1,000.00	\$ 162.88	\$1,162.88
# 13 Hope Island/Summit Park	343	343	\$1,000.00	\$ 1,330.19	\$2,330.19
# 14 Alger	196	196	\$1,000.00	\$ 760.11	\$1,760.11
# 15 Lake McMurray	30	30	\$1,000.00	\$ 116.34	\$1,116.34
# 16 Day Creek	35	57	\$1,000.00	\$ 221.05	\$1,221.05
# 17 Guemes Island	35	52	\$1,000.00	\$ 201.66	\$1,201.66
# 19 Rockport/Marblemount	122	50	\$1,000.00	\$ 193.91	\$1,193.91
Anacortes					(Contract Agency)
Concrete					(Non-Licensed BLS)
Hamilton	105	95	\$1,000.00	\$ 368.42	\$1,368.42
LaConner	241	241	\$1,000.00	\$ 934.63	\$1,934.63
Lyman					(Non-Licensed BLS)
Mount Vernon	2319	2261	\$1,000.00	\$ 8,768.42	\$9,768.42
Sedro-Woolley	1103	1154	\$1,000.00	\$ 4,475.35	\$5,475.35
TOTALS:	7112	7220	\$ 22,000.00	\$ 28,000.00	\$ 50,000.00



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 26 2006

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

SEDRO-WOOLLEY PUBLIC LIBRARY

PHONE: 855-1166

802 BALL AVENUE • SEDRO-WOOLLEY, WA 98284

July 18, 2006

The Members of the Sedro-Woolley City Council
720 Murdock Street
Sedro-Woolley, WA 98284

To the Members of the Sedro-Woolley City Council:

It is the time of year to apply for our share of the annual monies, distributed by the Skagit County Board of Commissioners, to the local municipal public libraries. Please allow the Mayor to sign this year's Interlocal Library Agreement at your City Council Meeting of July 26th. This longstanding tradition is much appreciated by the Library, and helps to equalize the impact from non-resident use that occurs for all of the city libraries in Skagit County. This year's monies for the Sedro-Woolley Library are already earmarked for books. Should you have further questions, please do not hesitate to give me a call at the Library, PH: 855-1166. Thank-you very much.

Sincerely Yours,

Debra D. Peterson
Librarian

After Recording Return to:

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

**INTERLOCAL COOPERATIVE AGREEMENT
FOR
LIBRARY SERVICES**

This Interlocal Cooperative Agreement for Library Services is entered into between Skagit County, hereinafter referred to as the "County", and the City of Sedro-Woolley, hereinafter referred to as the "City" pursuant to RCW 39.34.

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the citizens residing in unincorporated Skagit County.
- Historically, the City has provided library services to residents and nonresidents alike.
- Depending upon the policies in the City, non-residents have paid a fee for library services.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing services to residents and non-residents.
- The County, in 2006, has made funding available for a portion of the costs to provide services to non-resident users of libraries located within the City.

In consideration of the facts listed above, the parties agree as follows:

1. During 2006 the County will provide the City a total sum of \$7,028 to assist in providing library services to the citizens of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.

2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services. The City will receive its payment for library services when and only when the following information has been provided to the County:
 - A) Documentation that non-resident library users pay at least \$10 per library card;
 - B) Documentation in the 2006 City budget indicating the County services payment will be used for 2006 library activities for the express benefit of non-resident library users;
 - C) Documentation that shows the City's budget amendment expressing the addition of these funds to the present 2006 adopted City budget. If this allocation was incorporated into the current fiscal year budget, documentation that shows that this allocation is an increase from the 2005 budget; and
 - D) Final audited financial records to show that these funds are being used in the manner specified.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.
5. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - ~~5~~ 6.1 The County's representative shall be the Budget and Finance Administrator.
 - ~~5~~ 6.2 The City's representative shall be the Library Director.
6. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
7. Changes, Modifications, Amendments and Waivers: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

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

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

10. The term of this agreement is January 1, 2006 to December 31, 2006.

IN WITNESS WHEREOF, the parties have signed this Agreement as of this _____ day of _____, 2006.

CITY OF SEDRO-WOOLLEY

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

Sharon Dillon, Mayor

Kenneth A. Dahlstedt, Chairman

ATTEST:

Ted W. Anderson, Commissioner

Clerk, City of Sedro-Woolley

Don Munks, Commissioner

APPROVED AS TO CONTENT:

Department Head

APPROVED AS TO FORM:

Budget/Finance Administrator

Attorney, City of Sedro-Woolley

Risk Manager

APPROVED AS TO FORM:

Civil Deputy

ATTEST:

Clerk of the Board



**Skagit County Administrative Services
Budget & Finance Department**

**Gary Rowe, County Administrator
Trisha Logue, CPA, Budget/Finance Administrator
Tiffany Caulk, Budget Analyst**

June 13, 2006

Debra Peterson
Sedro-Woolley Public Library
802 Ball Avenue
Sedro-Woolley, WA 98284

Dear Ms. Peterson,

On December 19, 2005, the Board of County Commissioners passed a resolution adopting the County budget for 2006. The budget includes a \$50,000 line item to be awarded to the cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley and the Town of Concrete for supplemental library services provided to County residents.

Based primarily on library circulation and collection figures from your 2005 annual report, the County will calculate and distribute the \$50,000 prior to the end of the year.

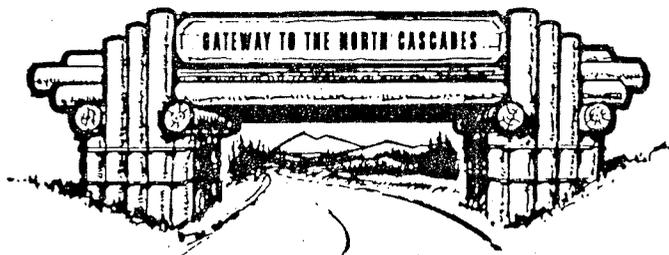
Please forward the following information to me at the address noted on the bottom of this letter:

1. A copy of the pertinent pages of the library annual report that include circulation and collection data for 2005.
2. A complete 2006 City Budget.
3. Documentation that non-resident library users pay at least \$10.00 per library card.
4. Documentation outlining the proposed expenditure of the 2006 allocation.

Should you have any questions, please don't hesitate to contact me at 336-9300.

Sincerely,

Tiffany Caulk
Skagit County Budget/Finance



SEDRO-WOOLLEY PUBLIC LIBRARY

PHONE: 855-1166

802 BALL AVENUE • SEDRO-WOOLLEY, WA 98284

June 29, 2006

Skagit County Commissioners
ATTN: Tiffany Caulk – Skagit County Budget/Finance
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

To Tiffany Caulk – Budget Analyst:

Thank-you for your letter inviting the submission of our 2005 statistics, & our additional information, pursuant to the distribution of 2006 County monies to the municipal public libraries of Skagit County. We very much appreciate your continued support of library services to the rural residents of Skagit County. We will still have to hope for a future solution to our library service quandary here in Skagit County. Please find enclosed the items which you have requested. However, should you need additional information – do not hesitate to give me a call at the Library - PH: 855-1166. I would be most happy to oblige. Thank-you very much for your time and consideration.

Sincerely Yours –

A handwritten signature in cursive script that reads "Debra D. Peterson".

Debra D. Peterson
Library Director

Sedro-Woolley

2005 WASHINGTON PUBLIC LIBRARIES ANNUAL REPORT

Library Information #1.1-1.29

Identification

1.1*	FSCS Number	WA0045
1.2*	Library Name	Sedro-Woolley Public Library
1.3*	Street Address	802 Ball Avenue
1.4*	City	Sedro-Woolley
1.5*	Zip Code	98284
1.6*	4-Code Zip	2008
1.7*	Mailing Address	802 Ball Avenue
1.8*	City (of mailing address)	Sedro-Woolley
1.9*	Zip Code (of mailing address)	98284
1.10*	4-Code Zip (of mailing address)	2008
1.11*	County	Skagit
1.12*	Phone Number	(360) 855-1166
1.13	Name of Library Director	Debra D. Peterson
1.14	Email Address of Library Director	ddpeters@fidalgo.net
1.15	Fax Number of Library Director	(360) 855-0636
1.16	Person Completing this Survey	Debra D. Peterson
1.17	E-Mail Address of Person Completing this Survey	ddpeters@fidalgo.net

General Information

1.18*	Reporting Period Start Date [mm/dd/yyyy]	01/01/2005
1.19*	Reporting Period End Date [mm/dd/yyyy]	12/31/2005
1.20	Number of Registered Borrowers	5,600
1.21	Number of Non-Resident Borrowers	426

1.22	Charges for Non-Resident Borrowers	\$56
1.23*	Number of Central Libraries	1
1.24*	Number of Branch Libraries	0
1.25*	Number of Bookmobiles	0
1.26	Number of Other Outlets	0
1.27	Grand Total All Outlets (1.23 + 1.24 + 1.25 + 1.26)	1
1.28	Square Footage of Library System (Main and Branches)	8,000
1.29*	Legal Service Area Boundary Change	Yes

Staff Information #2.1-2.6

Staff FTEs

2.1*	Librarians with Master's from ALA Accredited Program	1.00
2.2	Titled Librarians <u>without</u> Master's from ALA Accredited Program	.00
2.3*	Total Librarians (2.1 + 2.2)	1.00
2.4*	All Other Paid Staff	3.50
2.5*	Total Paid Staff (2.3 + 2.4)	4.50
2.6	Does the Library have a dedicated IT Staff?	No

Library Revenue #3.1-3.17

Local Government Revenue

3.1	Local (From Your Jurisdiction)	\$195,000
3.2	Local (From Contracting Entities)	\$7,074
3.3	Local (Other, Leasehold Excise Tax, etc.)	\$0
3.4	Timber Tax	\$0
3.5*	Total Local Government Revenue (3.1 + 3.2 + 3.3 + 3.4)	\$202,074

State Government Revenue

3.6*	State Government Revenue (NOT grants from State Library)	\$0
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Federal Government Revenue

3.7	LSTA	\$975
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Expenditures, report it here

Other Operating Expenditures

4.10	Technology Expenditures	\$3,646
4.11	Library Building Maintenance Expenditures	\$17,397
4.12	You Are a City Library and City Itself Maintains the Library Building	No
4.13	Building Maintenance Amount the City Provides	\$0
4.14	Miscellaneous Other Operating Expenditures	\$13,629
4.15*	Total Other Operating Expenditures (4.10 + 4.11 + 4.14)	\$34,672

Total Operating Expenditures

4.16*	Grand Total Operating Expenditures (4.3 + 4.9 + 4.15)	\$214,322
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Capital Expenditures

4.17	Land Expenditures	\$0
4.18	Building Expenditures	\$0
4.19	Furniture and Equipment Expenditures	\$0
4.20	Other Capital Expenditures	\$0
4.21*	Total Capital Expenditures (4.17 + 4.18 + 4.19 + 4.20)	\$0

Grand Total All Expenditures

4.22	Grand Total All [Operating and Capital] Expenditures (4.16 + 4.21)	\$214,322
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Collections #5.1-5.10

Holdings

5.1*	Print Materials	46,449
5.2*	Audio Materials	869
5.3*	Video Materials	1,296
5.4*	Electronic Books (E-Books)	0
5.5	Other Library Holdings	28
5.6	Total Holdings (5.1 + 5.2 + 5.3 + 5.4 + 5.5 or 5.6a)	48,642

5.6a If you only have a Total for Holdings, report N/A
it here

Subscriptions and Licenses

5.7* Current Print Serial Subscriptions 136

5.8* Current Electronic Serial Subscriptions 8

5.9* Database Licenses 14

Depository

5.10 Federal or State Depository No

Library Service Measures #6.1-6.19

Annual Service Measures

6.1* Public-Service Hours Per Year 2,080

6.2* Library Visits (Total Attendance in Library
Annually) 47,628

Reference Transactions

6.3 Reference Transactions 9,698

6.4 Virtual Reference Transactions 0

6.5* Total Combined Annual Reference
Transactions (6.3 + 6.4 or 6.5a) 9,698

6.5a If you only have a Total for Combined
Reference Transactions, report it here N/A

Circulation

6.6* Circulation of Children's Materials 28,084

6.7 Circulation of Adult Materials 49,998

6.8* Total Circulation (6.6 + 6.7 or 6.8a) 78,082

6.8a If you only have a Total for Circulation,
report it here N/A

Library Programs

6.9* Programs for Children 228

6.10 Programs for Adults 6

6.11* Total Number of Programs (6.9 + 6.10 or
6.11a) 234

6.11a If you only have a Total for Programs, report N/A
it here

Program Attendance

CITY OF SEDRO-WOOLLEY

**2006
FINAL
BUDGET**

ORDINANCE NO. 1532-05

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

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

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

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

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

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

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

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

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

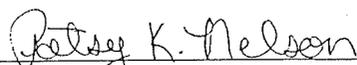
Section 4. This ordinance shall be in force and take effect five (5) days after its publication according to law.

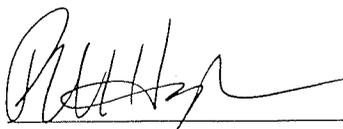
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 22nd DAY OF NOVEMBER, 2005.


Sharon D. Dillon, Mayor

ATTEST:

APPROVED AS TO FORM:


Clerk-Treasurer


City Attorney

CITY OF SEDRO-WOOLLEY

ESTIMATED REVENUE REPORT

12/31/2005 (Printed 02/07/2006 12:22)

ACCOUNT NUMBER	DESCRIPTION	2004 ESTIMATE	2004 ACTUAL	2005 ESTIMATE	2005 TO DATE	2006 ESTIMATE
LIBRARY FUND - 105						
105 000 000 308 00 00 00	BEGIN NET CASH AND INVESTMEN	19,880.00	23,939.26	22,399.00	25,038.97	27,266.00
	TOTAL BEGIN NET CASH & INVEST	19,880.00	23,939.26	22,399.00	25,038.97	27,266.00
105 000 000 311 10 00 00	REAL & PSNL PROPERTY TAXES	193,000.00	193,000.00	195,000.00	195,000.00	210,000.00
105 000 000 338 72 00 00	INTERGOVER LIBRARY SERVICES	7,169.00	7,169.00	8,062.00	7,074.00	
105 000 000 341 60 00 00	PHOTOCOPYING	1,000.00	1,515.20	1,200.00	1,403.75	1,400.00
105 000 000 347 20 00 00	LIBRARY USE FEES	4,500.00	4,589.30	4,500.00	5,002.00	4,500.00
105 000 000 352 00 00 00	CIVIL PENALTIES	3,000.00	3,571.00	3,000.00	5,245.30	3,000.00
105 000 000 361 11 00 00	INVESTMENT INTEREST	350.00	236.59	250.00	589.38	600.00
105 000 000 367 00 00 00	CONTRIBUTION/DONATION-PRIVAT	.00	.00	4,200.00	4,200.00	
	TOTAL REVENUES	209,019.00	210,081.09	216,212.00	218,514.43	219,500.00
	TOTAL LIBRARY FUND	228,899.00	234,020.35	238,611.00	243,553.40	246,766.00

CITY OF SEDRO-WOLLEY
ESTIMATED EXPENDITURE REPORT
12/31/2005 (Printed 02/07/2006 12:24)

ACCOUNT NUMBER	DESCRIPTION		2004 APPROPRIATED	2004 ACTUAL	2005 APPROPRIATED	2005 TO DATE	2006 APPROPRIATED
LIBRARY FUND							
LIBRARY SERVICES							
SALARIES AND WAGES							
105 000 072 572 20 11 00	SALARIES	L	131,000.00	129,812.00	133,720.00	131,257.50	139,800.00
	TOTAL SALARIES AND WAGES		131,000.00	129,812.00	133,720.00	131,257.50	139,800.00
PERSONNEL BENEFITS							
105 000 072 572 20 21 00	INDUSTRIAL INSURANCE	L	1,800.00	1,793.04	2,100.00	1,517.88	2,225.00
105 000 072 572 20 22 00	SOCIAL SECURITY	L	10,500.00	9,869.97	10,200.00	9,975.22	10,800.00
105 000 072 572 20 23 00	PERS RETIREMENT	L	2,500.00	1,664.79	5,070.00	2,324.46	3,450.00
105 000 072 572 20 24 00	UNEMPLOYMENT	L	450.00	519.28	600.00	525.19	580.00
105 000 072 572 20 25 00	MEDICAL/DENTAL/VISION	L	8,500.00	8,585.44	10,030.00	9,248.14	11,050.00
	TOTAL PERSONNEL BENEFITS		23,750.00	22,432.52	28,000.00	23,590.89	28,105.00
SUPPLIES							
105 000 072 572 20 31 00	OPERATING SUPPLIES	L	500.00	591.42	500.00	576.84	500.00
105 000 072 572 20 31 10	SUPPLIES	L	4,500.00	4,705.74	4,500.00	4,662.24	5,000.00
	TOTAL SUPPLIES		5,000.00	5,297.16	5,000.00	5,239.08	5,500.00
OTHER SERVICES AND CHARGES							
105 000 072 572 20 41 00	PROFESSIONAL SERVICES	L	300.00	.00	300.00	894.30	600.00
105 000 072 572 20 41 10	JANITORIAL SERVICES	L	4,000.00	3,999.99	.00	.00	
105 000 072 572 20 42 10	POSTAGE	L	400.00	326.22	400.00	426.84	450.00
105 000 072 572 20 42 20	TELEPHONE	L	2,000.00	2,392.85	2,400.00	2,184.44	2,400.00
105 000 072 572 20 43 00	TRAVEL	L	750.00	450.74	750.00	380.43	750.00
105 000 072 572 20 46 00	INSURANCE	L	8,000.00	8,971.00	9,700.00	11,202.00	10,460.00
105 000 072 572 20 47 00	PUBLIC UTILITIES	L	4,200.00	3,727.93	4,200.00	3,504.39	4,400.00
105 000 072 572 20 48 00	REPAIRS/MAINTENANCE BLDG.	L	3,000.00	2,277.75	3,000.00	2,691.08	4,500.00
105 000 072 572 20 48 10	REPAIR/MAINT-COMPUTER	L	3,700.00	5,134.13	5,650.00	5,776.39	5,000.00
105 000 072 572 20 48 11	REPAIRS COMPUTERS SK CTY	L	1,000.00	988.71	.00	.00	
105 000 072 572 20 48 20	REPAIR/MAINTENANCE-EQUIP	L	1,000.00	875.05	1,200.00	1,209.65	1,500.00
105 000 072 572 20 49 00	MISC-DUES/SUBSCRIPTIONS	L	350.00	936.22	400.00	142.00	450.00
105 000 072 572 20 49 10	MISC-TUITION/REGISTRATION	L	750.00	468.15	750.00	290.00	750.00
105 000 072 572 20 49 20	MISC-WA LIB NETWK DIR DUES	L	1,500.00	1,566.00	388.00	371.08	425.00
105 000 072 572 20 49 30	MISC-SUMMER READ PROGRAM	L	1,000.00	1,194.03	1,550.00	1,782.35	1,800.00
105 000 072 572 20 49 40	MISC-LAUNDRY	L	.00	117.34	.00	.00	
	TOTAL OTHER SERVICES & CHARG		31,950.00	33,426.11	30,688.00	30,854.95	33,485.00
INTERGOV INTERFUND SERVICES							
105 000 072 572 20 53 00	TAXES AND ASSESSMENTS	L	150.00	124.85	150.00	109.02	150.00
	TOTAL INTERGOV INTERFUND SVS		150.00	124.85	150.00	109.02	150.00
	TOTAL LIBRARY SERVICES		191,850.00	191,092.64	197,558.00	191,051.44	207,040.00
CAPITAL OUTLAYS							
105 000 072 596 72 64 00	BOOKS, PERIOD, RECORDS	L	10,000.00	11,128.03	14,092.00	17,176.94	12,000.00
105 000 072 596 72 64 01	BOOKS SKAGIT COUNTY	L	6,169.00	6,242.79	7,074.00	5,152.51	
105 000 072 596 72 64 10	MACHINERY/EQUIP-OFFICE	L	1,000.00	517.92	1,776.00	941.03	4,000.00
	TOTAL CAPITAL OUTLAYS		17,169.00	17,888.74	22,942.00	23,270.48	16,000.00

CITY OF SEDRO-WOLLEY
 ESTIMATED EXPENDITURE REPORT
 12/31/2005 (Printed 02/07/2006 12:24)

ACCOUNT NUMBER	DESCRIPTION	2004 APPROPRIATED	2004 ACTUAL	2005 APPROPRIATED	2005 TO DATE	2006 APPROPRIATED
	TOTAL LIBRARY EXPENDITURES	209,019.00	208,981.38	220,500.00	214,321.92	223,040.00
105 000 099 508 00 00 00	ENDING NET CASH & INVESTMENT	19,880.00	25,038.97	18,111.00	29,231.48	23,726.00
	TOTAL LIBRARY FUND	228,899.00	234,020.35	238,611.00	243,553.40	246,766.00

Beginning January 1st, 2000

**the fee for a non-resident
(if you live outside the S-W city limits)**

Library Card

for the

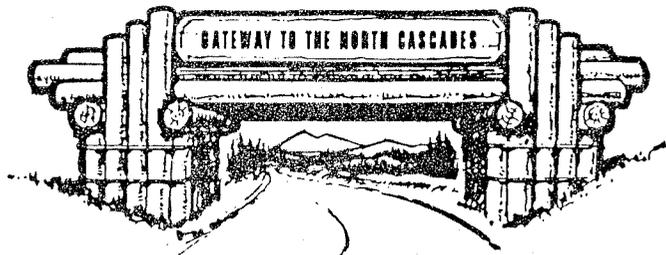
Sedro-Woolley Public Library

will be

\$56 dollars a year/per household

**\$32 dollars a year/senior (65+) rate
(with a limit of 2 cards at senior rate)**

Thank-you.



SEDRO-WOOLLEY PUBLIC LIBRARY

PHONE: 855-1166

802 BALL AVENUE • SEDRO-WOOLLEY, WA 98284

June 28, 2006

Skagit County Commissioners
ATTN: Tiffany Caulk – Skagit County Budget/Finance
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

To the Skagit County Commissioners:

Thank you for your continued support of the public libraries of Skagit County. We, the members of the Sedro-Woolley Public Library Board, would like to hereby document that the monies received from Skagit County for the year 2006 will be allocated into our Books & Materials line item. We feel this to be the area in our Library Budget with the most need. Thank-you again for your time & consideration.

Sincerely Yours, the Sedro-Woolley Public Library Board

Dagui L Cole
Nicole Borongles
Gloria L. Brown
Denise Kinghouse
Sharon D. Whiting

JUL 26 2006

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

Memorandum

To: Mayor Dillon and City Council

From: Patsy Nelson, Clerk-Treasurer *Patsy*

Date: 7/18/2006

Re: Labor Consultant Agreement

Background

Richard Sokolowski of RJS & Associates has provided professional services to the City of Sedro-Woolley as a labor consultant for several years. These services are primarily negotiation, mediation and binding interest arbitration as well as consultation with City management regarding labor policy.

Mr. Sokolowski's hourly rate of compensation will not change, however he is proposing to change his mileage rate from a fixed rate to the IRS allowable mileage rate.

Recommended Action

Staff recommends the City Council authorize the Mayor to sign the attached Professional Services Agreement.

PROFESSIONAL SERVICES AGREEMENT LABOR CONSULTANT

This Agreement made and entered into this ____ 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 J. SOKOLOWSKI d/b/a RJS & ASSOCIATES whose address is 522 Runquist Court, Steilacoom, WA 98388, hereinafter referred to as the "Contractor".

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner services as a labor relations consultant that are requested by the City from time to time. These services shall include:

Assist the City with negotiations, mediation and binding interest arbitration; &
Consult with the Mayor, City Council, and staff regarding labor policy.

2. Relationship of Parties.

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

3. Time of Performance.

The service of the Contractor is to commence following the execution of this Agreement and at the request of the City and shall continue until either party terminates this Agreement.

4. Compensation and Schedule of Payments.

City shall pay the Contractor ninety Dollars (\$90.00) per hour, plus direct expenses incurred in the performance of this Agreement including long distance telephone charges, mileage (at the then current allowable rate as determined by the Internal Revenue Service) and lodging (with preapproval of the City), provided, that Contractor provides documentation for those direct expenses. Payment shall be made within ten (10) days after approval of the voucher by the City council.

5. Termination.

A. This agreement may be terminated by either party for any reason upon written notice to the other party.

B. 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 services performed prior to the date of termination.

6. Professional Services Warranty.

A. In the performance of services under this Agreement, the Contractor and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures adopted by contractors rendering the same or similar services.

B. The Contractor intends to rely on information or data supplied by the City, other City contractors or other generally reputable sources without independent verification.

7. 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.

8. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and 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.

9. **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.

10. **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.

DATED this _____ day of JULY, 2006.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

CONTRACTOR

By: _____
Mayor



RICHARD J. SOKOLOWSKI
RTS & Associates

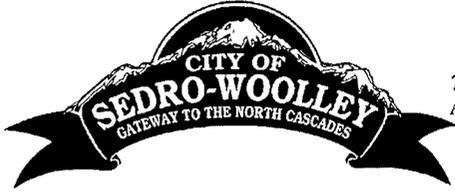
Attest;

City Clerk

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 26 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 33



CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Eron M. Berg
City Attorney

MEMO TO: City Council
RE: Reenactment of Interim Zoning Control Ordinance
Scheduling of Public Hearing
DATE: July 26, 2006

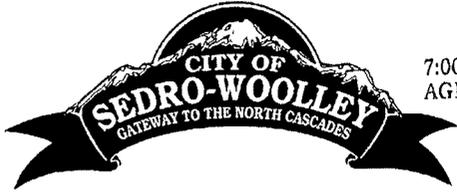
ISSUE: Should the Council schedule a public hearing to consider reenacting Ordinance No. 1545-06 (the interim ordinance declaring a moratorium on subdivisions in certain areas) with a redefined geographical area?

BACKGROUND: Ordinance No. 1545-06 was adopted on April 26, 2006 and imposes a moratorium for a period of six months on most new development requiring connection to the Metcalf Street and Township Street sewer lines. The public works director has determined that this geographical area should be reduced and pursuant to RCW 36.70A.390 and RCW 35.63.200 the Council is required to hold a public hearing and adopt findings of fact to justify its action.

RECOMMENDATION: Motion to calendar a public hearing to consider the reenactment/revision of Ordinance No. 1545-06 on the Council's August 9, 2006 agenda. I further recommend that this item be placed on the consent agenda.

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 26 2006



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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Eron M. Berg
City Attorney

MEMO TO: City Council
RE: Valley Baptist Church right-of-way
DATE: July 26, 2006

ISSUE: Should the Council authorize the mayor to sign the attached purchase and sale agreement and approve the issuance of warrants in the amount of the purchase price (\$9,534.00) and closing costs (excise tax to Skagit County of \$174.70; record fee to Skagit County of \$33.00; and title insurance policy fee of \$248.40)?

BACKGROUND: The City built some of its sewer facilities beyond the John Liner Road right-of-way and onto the Valley Baptist Church property. To acquire the rights to maintain those utilities and fairly compensate the Valley Baptist Church, the City had the property appraised and calculated the value of the 15 foot strip required for the sewer utility. VBC has agreed to voluntarily sell the land to the City for that price. Attached is a purchase and sale agreement that would allow the City to purchase the 15 foot strip for \$9,534.00 plus closing costs.

RECOMMENDATION: Motion to authorize the mayor to sign the purchase and sale agreement and related documents and to authorize the issuance of warrants in the amount of the purchase price and closing costs.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS CONTRACT CONTROLS THE TERMS OF THE SALE OF REAL PROPERTY
(Please read carefully before signing)

Sedro-Woolley, Washington, July 17, 2006

This Agreement is entered into between the City of Sedro-Woolley, Washington and municipal corporation (Buyer) and Valley Baptist Church, Inc., a Washington not for profit corporation (Seller). Buyer agrees to buy and Seller agrees to sell, real property located in Skagit County, Washington legally described as follows and under the following terms and conditions.

Description of property:

The South 15 feet of the following described property:

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, Township 35 North, Range 4 East, W.M., EXCEPT the East 357 feet, 4 inches, thereof, AND EXCEPT the as built and existing road commonly known as the John Liner Road running along the South line thereof:

AND ALSO EXCEPT any portion of the said South 15 feet lying within the following described tract:

The East 40 feet of the West 70 feet of the South 40 feet to the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, Township 35 North, Range 4 East, W.M., EXCEPT any roads.

1. PURCHASE PRICE: The total price is nine thousand five hundred thirty four Dollars (\$9,534.00), payable as follows: within ten days following the recording of the Statutory Warranty Deed (attached hereto as Exhibit A) by Buyer.

2. TITLE: Unless otherwise specified in this Agreement, title to the property shall be marketable at closing. Rights, reservations, covenants, conditions, and restrictions, presently of record, easements and encroachments not materially affecting the value of the property unduly interfering with Buyer's intended use of the property shall not cause the title to be considered unmarketable. Buyer accepts the condition of title as indicated in the preliminary commitment for title insurance dated June 1, 2006, provided, that Seller's lender will release the property from its deed of trust.

3. CONVEYANCE: Conveyance shall be by statutory warranty deed in the form attached hereto as Exhibit A.

4. CLOSING COSTS: Buyer shall pay closing costs associated with this sale including the following: filing fees, title insurance premiums, recording fees, and excise tax.

5. POSSESSION: Buyer shall be entitled to possession upon execution of this Agreement with the delivery of the conveyance attached as Exhibit A to Buyer.

6. GENERAL PROVISIONS: Time is of the essence, there are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Buyer.

BUYER:
City of Sedro-Woolley

By: _____
SHARON DILLON, its mayor

SELLER:
Valley Baptist Church

By: Howard Baxter
HOWARD BAXTER, Trustee

After recording, return to:

City of Sedro-Woolley
ATTN: Eron Berg
720 Murdock Street
Sedro-Woolley, WA 98284

STATUTORY WARRANTY DEED

The Grantor, **Valley Baptist Church, Inc., a Washington Nonprofit Corporation**, for nine thousand five hundred thirty four Dollars in hand paid, conveys and warrants to **City of Sedro-Woolley**, a Washington Municipal Corporation, the following described real estate, including any after-acquired title and interest of Grantor, situated in the County of Skagit, State of Washington:

The South 15 feet of the following described property:

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, Township 35 North, Range 4 East, W.M., EXCEPT the East 357 feet, 4 inches, thereof, AND EXCEPT the as built and existing road commonly known as the John Liner Road running along the South line thereof:

AND ALSO EXCEPT any portion of the said South 15 feet lying within the following described tract:

The East 40 feet of the West 70 feet of the South 40 feet to the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, Township 35 North, Range 4 East, W.M., EXCEPT any roads.

This conveyance is for purposes of providing public right of way, drainage, utilities, franchises, and any other similar municipal purpose, and not for purposes of constituting a separate building lot. Grantee shall relocate Grantor's utilities located within the above described property if such relocation is required by City's expansion of right of way facilities.

DATED this 17 day of July, 2006.

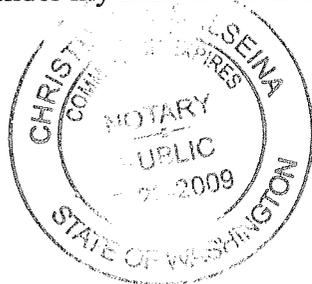
VALLEY BAPTIST CHURCH, INC.

By Howard Baxter
HOWARD BAXTER, its Trustee

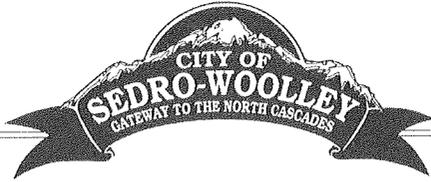
State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me HOWARD BAXTER to me known to be the TRUSTEE of the VALLEY BAPTIST CHURCH, INC., described herein, and who executed the within and foregoing instrument on behalf of said nonprofit corporation, and acknowledged that he/she signed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of July, 2006.



Christine A. Salsina
Notary Public in and for the State of
Washington, residing at Skagit Co.
My Commission Expires: 7/23/09
Print Name: Christine A. Salsina



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 26 2006

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

Name:
Address:
Narrative:

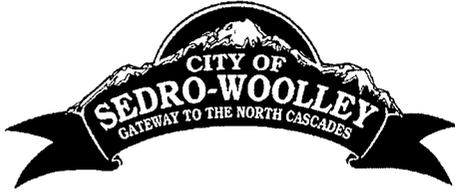
Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

PUBLIC HEARING(S)

JUL 26 2006

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Eron M. Berg
City Attorney

MEMO TO: City Council
RE: Hanson Development agreement
DATE: July 26, 2006

ISSUE: Should the Council authorize the mayor to sign the attached development agreement with the Hansons following a public hearing?

BACKGROUND: The Hansons have been in the process of redeveloping their property at 509 F & S Grade Road for the past two years. Initially they were working on adding an additional lot to make a two lot short plat that would be connected to septic tanks. In an effort to maximize their use of the land, extend the sewer line, get their lots connected to City sewer service, and address transportation impacts, they are now looking at a four lot short plat that may include one or more duplex lots.

The attached agreement addresses the financial issues only and does not address any permitting or platting approvals which will be required under the usual process. This agreement is being presented in advance of those approvals in order to minimize the Hansons' risk in the event the City does not agree to this financial arrangement. Under the terms of the agreement, the Hansons are agreeing to: (1) Pay \$40,000.00 to extend the sewer line under a private contract with Lee Johnson; (2) Pay \$20,000.00 for street improvements; and (3) Pay an additional amount to be determined by the City Engineer in the amount of the actual cost of constructing required sidewalk improvements. In exchange, the Hansons will receive credits for impact fees and sewer hook up fees (assuming they also decommission existing septic tank(s)).

The City will be responsible for the cost of extending the sewer line beyond where the \$40,000.00 gets it; along with the actual costs of installing some street and sidewalk improvements in the future.

RECOMMENDATION: If the Council so decides, a Motion to authorize the mayor to sign the development agreement.

NOTE: The engineer is out of the office this week and has yet to review this draft agreement – a revised draft may be presented on Wednesday to include revisions to Section 2.

Development Agreement between the City of Sedro-Woolley and Brian and Darlene Hanson

Pursuant to the authority granted by RCW 36.70B.170 through 210, the City of Sedro-Woolley, a Washington municipal corporation ("City") and Brian Hanson and Darlene Hanson, husband and wife ("Hanson"), enter into the following agreement to promote the development of certain real property located within the City, upon the following terms and conditions ("Agreement").

1.0 RECITALS

1.1 Location of Property. Hanson warrants that it controls certain real property located at 509 F & S Grade Road, Sedro-Woolley, Washington, being more particularly described as follows:

1 ACRE TRACT AND HOUSE SWFC NE1/4 NE1/4 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF F&S RAILWAY (AKA F&S GRADE ROAD) WITH SOUTH LINE OF NE1/4 NE1/4; THENCE NORTHWESTERLY ALONG SAID RAILWAY 297 FEET; THENCE SOUTHWESTERLY TO THE SOUTH LINE NE1/4 NE1/4; THENCE EAST 404.5 FEET TO POINT OF BEGINNING, SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

1.2 Use of Property. Hanson has originally proposed development of the property into a two lot short plat on septic, but is now considering the development of the property into a four lot short plat on sanitary sewer, with some of the lots being available for duplex development under the current zoning code.

1.3 Benefits. The City recognizes the public benefits which will accrue from the development of the property into a four lot short plat on sanitary sewer, with street improvements.

1.4 Consistency with Development Regulations. The proposed four lot short plat is a permitted use of Hanson's property and will be generally consistent with current City development regulations. This agreement will facilitate a subsequent application to develop the property into a four-lot short plat.

1.5 Scope of Agreement. This agreement governs only the cost of sewer and public right-of-way improvements should the applicant elect to proceed with the four-lot short plat. Approval of the subdivision, and any matter other than the financial arrangements authorized in this agreement are outside the scope of this agreement, and subject to the process and regulations provided by ordinance and state law.

1.6 Council Approval. Pursuant to RCW 36.70B.200, a public hearing has been held before the City Council and the Council has authorized by motion the Mayor or Mayor's designee to enter into this Agreement.

2.0 EXTENSION OF SANITARY SEWER AND ROAD IMPROVEMENT COSTS

2.1 Contract with Independent Contractor for Sewer. Hanson will contract with any private contractor who is also on the City of Sedro-Woolley Small Works Roster and is willing to contract with the City for additional work, to mobilize and construct a sewer extension on F & S

Grade Road with a cost of \$40,000.00 to Hanson. This work will be completed to the satisfaction of the City Engineer prior to final approval of their short plat. The City will provide plans and specifications and required documentation for this work.

2.2 City Construction Work for Sewer. The City will extend the line past the point to which it is constructed by Hanson, to a location to be determined by the City, being approximately the West property line of the lot North of Hanson's property on the corner of Garden of Eden and F & S Grade Roads. Hanson will configure his short plat so that this location will provide sewer to all four lots.

2.3 Credits for Facility Improvement Charge. Hanson will receive a credit against the facility improvement charges for sanitary sewer as follows:

Credit in the amount of \$7,266.00 per unit for four (4) residential units (total of \$29,064.00 for four units), less the allowance for removal of two (2) septic tanks at \$2,855.00 per tank (total of \$5,710.00 for two tanks), for a net credit of \$23,354.00.

Hanson will pay the full sewer facility improvement charge provided by ordinance for any residential units over four units, inclusive of the existing two units. Hanson will pay for any additional units resulting from duplex development. Hanson will decommission the septic tanks per City ordinance as a condition of final plat approval.

2.4 Payment for Street Improvements. Hanson will pay \$20,000 to the City at time of final approval of their short plat, together with a sum to be determined by the City Engineer for the cost to the City of construction of a sidewalk on the South side of F & S Grade Road along the Northerly boundary line of Hanson's property. This fee is in lieu of construction by Hanson of street improvements for a four lot short plat.

2.5 Time of Street Work. Hanson waives any requirement that the City spends or obligate this money for the described work by any specific date. The City may use this money on other street projects identified in the Transportation Capital Facilities Plan. However, the payment by the Hansons shall satisfy any obligation they have as a result of their four lot short plat to pay for this frontage work.

2.6 Credits Against Transportation Impact Fee. Hanson will receive a credit against the transportation improvement fee for the four lot short plat as follows:

Non-Transferable Credit in the amount of \$2,338.00 per unit for two (2) existing residential units, and credit of \$2,338.00 for two (2) additional units, for a net credit of \$9,352.00. Hanson will pay the full transportation impact fee provided by ordinance for any residential units over four units, inclusive of the existing two units. Hanson will pay for any additional units resulting from duplex development.

2.7 Future Use of the Property. Nothing herein shall be deemed to permit any departures from the City's regulations for the proposed use of the property, except as expressly provided herein.

3.0 DISPUTE RESOLUTION

3.1 Party Consultation. In event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the Owner (if the same retains an ownership interest in the Property), the City Engineer, and City Planner shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information.

3.2 Judicial Appeal. Any aggrieved party may appeal the decision of the City to the Skagit County Superior Court, as may be allowed by law and court rules.

4.0 GENERAL PROVISIONS

4.1 Recording. This Agreement shall, when approved by the City Council and executed by the parties hereto, be filed as a matter of public record in the office of the Skagit County Auditor and shall be in the nature of a covenant running with the premises. It is the intent to have this Agreement, so long as it is in force, to be considered, interpreted, and regarded as a covenant running with the land as to Hanson's Property.

4.2 Applicable Law. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

4.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

4.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

4.6 Modification. This Agreement shall not be modified or amended except in writing signed by the City and Hanson or their respective successors in interest.

4.7 Merger. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

4.8 Duty of Good Faith. Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement.

4.9 No Presumption Against Drafter. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

4.10 Notices. All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City: City Planning Director, City of Sedro-Woolley, 720 Murdock Street, Sedro-Woolley, WA 98284

If to Owner: Brian and Darlene Hanson, P.O. Box 678, Sedro-Woolley, WA 98284.

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

IN WITNESS WHEREOF, the undersigned have set their hands the day and date set out next to their signatures. ,

CITY OF SEDRO-WOOLLEY

Date: _____

By _____
Mayor

Attest:

City Clerk

Approved as to Form:

Eron Berg, City Attorney

Date: _____

Brian Hanson

Darlene Hanson

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this date personally appeared before me Sharon Dillon and Patsy Nelson, to me known to be the Mayor and Clerk of the City of Sedro-Woolley, described in and who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this _____ day of _____, 2006.

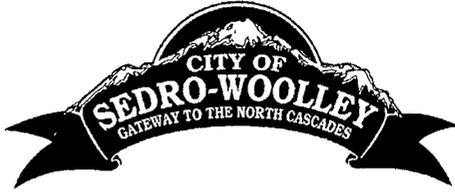
Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

ON THIS DAY personally appeared before me Brian Hanson and Darlene Hanson to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2006.

Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____
Print Name: _____



CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Eron M. Berg
City Attorney

**CITY COUNCIL AGENDA
REGULAR MEETING**

MEMO TO: City Council
RE: Joy Development agreement
DATE: July 26, 2006

JUL 26 2006

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

ISSUE: Should the Council authorize the mayor to sign the attached development agreement with the Joys following a public hearing?

BACKGROUND: The Joys are proposing to trade road right of way for credits against future traffic impact fees; this right of way will facilitate the development of the proposed foodbank being developed by Skagit County.

Under the terms of the agreement, the Joys are agreeing to: dedicate a fifty foot right of way. In exchange, they will receive credits for impact fees in the amount of \$68,000.00.

RECOMMENDATION: Motion to authorize the mayor to sign the development agreement.

NOTE: *The engineer is out of the office this week and has yet to review this draft agreement – a revised draft may be presented on Wednesday to include revisions to Section 2.*

**Development Agreement between the City of Sedro-Woolley
and Michael E. Joy and Janet K. Joy**

Pursuant to the authority granted by RCW 36.70B.170 through 210, the City of Sedro-Woolley, a Washington municipal corporation ("City") and Michael E. Joy and Janet K Joy, husband and wife ("Joy"), enter into the following agreement to promote the development of certain real property located within the City, upon the following terms and conditions ("Agreement").

1.0 RECITALS

1.1 Location of Property. Joy warrants that it controls certain real property located at 250 West Moore, Sedro-Woolley, Washington, being more particularly described as a PTN OF NW1/4 NW1/4 AKA TR 1 S/P6-79 AF#7906060032, SITUATE IN SKAGIT COUNTY, WASHINGTON.

1.2 Use of Property. Joy has realigned the boundary lines of this property by a BLA, and has sold one reconfigured lot to Skagit County for use as a regional food bank facility. Joy is retaining the other parcel for future development.

1.3 Benefits. The adjoining property owner is subdividing his property, and will construct a through street from SR 20 to Jones Road. Joy and the City recognizes the public and private benefits which will accrue from the dedication of road right-of-way to serve several adjoining owners, as well as the County parcel, as this area develops and SR 20 is upgraded.

1.4 Consistency with Development Regulations. The BLA is a permitted use of Joy's property and will be generally consistent with current City development regulations. This agreement will facilitate a subsequent application to develop remaining property for permitted uses.

1.5 Scope of Agreement. This agreement governs only the dedication of public right-of-way and credits against transportation impact fees to be afforded to Joy in return. Approval of any matter other than the financial arrangements authorized in this agreement are outside the scope of this agreement, and subject to the process and regulations provided by ordinance and state law.

1.6 Council Approval. Pursuant to RCW 36.70B.200, a public hearing has been held before the City Council and the Council has by motion authorized the Mayor or Mayor's designee to enter into this Agreement.

2.0 EXTENSION OF SANITARY SEWER AND ROAD IMPROVEMENT COSTS

2.1 Dedication of Land for Road ROW. Joy will convey to the City right-of-way described as follows:

The South 50 feet of the East 340 feet of Lot 2 of Short Plat #SW06-79, approved May 30, 1979, recorded June 6, 1979 in Volume 3 of Short Plats at Page 122, under Auditor's File No. 7906060032, records of Skagit County, Washington; being a portion of the NW ¼ of Section 24, Township 35 North, Range 4 East, WM, Situated in Skagit County, Washington.

This description may be corrected to conform to the boundary line adjustment.

2.2 Credits Against Transportation Impact Fee. Joy will receive a credit against the transportation improvement fee for \$4.00 per square foot for 17,000 SF, or \$68,000.00.

This credit may be used for benefit of Lot 1, Short Plat #SW06-79 including property aggregated thereto by the BLA, now owned by Joy, as provided in City ordinances. The duration of this credit shall be extended from 6 years to 10 years. It may not be transferred to benefit other property. It may be transferred with the benefited property.

2.3 Future Use of the Property. Nothing herein shall be deemed to permit any departures from the City's regulations for the proposed use of the property, except as expressly provided herein.

3.0 DISPUTE RESOLUTION

3.1 Party Consultation. In event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the Owner (if the same retains an ownership interest in the Property), the City Engineer, and City Planner shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information.

3.2 Judicial Appeal. Any aggrieved party may appeal the decision of the City to the Skagit County Superior Court, as may be allowed by law and court rules.

4.0 GENERAL PROVISIONS

4.1 Recording. This Agreement shall, when approved by the City Council and executed by the parties hereto, be filed as a matter of public record in the office of the Skagit County Auditor and shall be in the nature of a covenant running with the premises. It is the intent to have this Agreement, so long as it is in force, to be considered, interpreted, and regarded as a covenant running with the land as to Joy's Property.

4.2 Applicable Law. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

4.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

4.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

4.6 Modification. This Agreement shall not be modified or amended except in writing signed by the City and Joy or their respective successors in interest.

4.7 Merger. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

4.8 Duty of Good Faith. Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement.

4.9 No Presumption Against Drafter. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

4.10 Notices. All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City:

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

If to Owner:

Mike Joy and Janet Joy, 250 W. Moore Street, Sedro-Woolley, WA 98284.

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

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IN WITNESS WHEREOF, the undersigned have set their hands the day and date set out next to their signatures. ,

CITY OF SEDRO-WOOLLEY

Date: _____

By _____
Mayor

Attest:

City Clerk

Approved as to Form:

Eron Berg, City Attorney

Date: _____

Michael E. Joy

Janet K.Joy

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this date personally appeared before me Sharon Dillon and Patsy Nelson, to me known to be the Mayor and Clerk of the City of Sedro-Woolley, described in and who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this _____ day of _____, 2006.

Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____
Print Name: _____

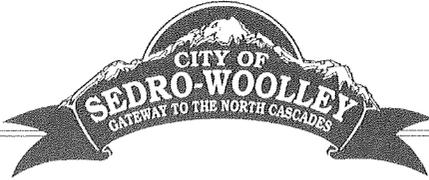
STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

ON THIS DAY personally appeared before me Michael E. Joy and Janet K. Joy to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2006.

Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____
Print Name: _____

UNFINISHED BUSINESS



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 26 2006

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

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.

Someone from community action will be present at meeting to supply information.

SD

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 Place, 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