

Next Ord: 1567-07

Next Res: 734-07

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

February 14, 2007

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 (including January 2, 2007 Work Session)
 - b. Finance
 - Claim Vouchers #59446 to #59620 for \$303,487.37
 - Payroll Warrants #39533 to #39624 for \$208,648.45
 - c. Waiver of Fees - Riverfront Park - SWHS Alumni Association - July 7, 2007
 - d. Waiver of Fees - Community Center - Skagit County Health Department - March 27, 2007
 - e. Waiver of Fees - Community Center - Trailblazers 4-H Club - Misc. Wednesday Dates
 - f. Waiver of Fees - Community Center - PUD No. 1 of Skagit County - February 20, 2007
 - g. Sewer Agreement - North Cascades Gateway Center
 - h. Interlocal Agreement - Joint Purchasing Agreement with City of Mount Vernon
 - i. DOE Grant for Solid Waste Division
 - j. Agreement for Conveyance - Hodgin Street Right-of-Way
4. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARINGS

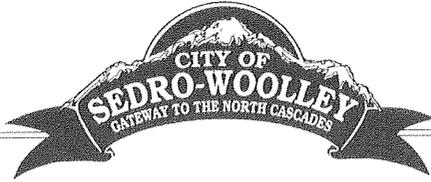
UNFINISHED BUSINESS

5. City Hall Update

NEW BUSINESS

6. Revisions to SWMC 9.46 criminalizing repeated violations of the noise ordinance
7. Interlocal Agreement - SRIP request to participate in additional funding
8. Contract Amendment - 2006 Sidewalk & Wheelchair Ramps Program/Schwetz Construction
9. Contract Amendment - Sterling and Township Sanitary Sewer Improvement/Ram Construction
10. Tree Source plan to place restrictive covenant under portion of Jameson Street
11. Tree Source offer to purchase City owned land

EXECUTIVE SESSION /YES



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 13

DATE: February 14, 2007
TO: Mayor Anderson 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 February 14, 2007 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 Dennis London

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.

FEB 14 2007

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
January 24, 2007 – 7:00 P.M. – Community Center

The Meeting was called to order at 7:00 P.M.

Pledge of Allegiance

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Clerk/Treasurer Nelson, Attorney Berg, Engineer Blair, Planner Moore and Police Chief Wood.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #59248 to #59346 for \$468,621.49 & #59347 for \$67,083.33
 - Claim Vouchers #59348 to #59445 for \$174,993.38
 - Payroll Warrants #39441 to #39532 for \$151,382.42
- Waiver of Fees – Community Center – Central Elementary Parent Group – March 2, 2007
- Waiver of Fees – Community Center – SW Cooperative Preschool – March 23, 2007
- Professional Services Agreement – ESM Consulting Engineers, LLC (*moved to New Business*)
- Appointment to Sedro-Woolley Planning Commission

Councilmember Meamber moved to approve the consent calendar as is. Councilmember Splane seconded. Motion carried.

Councilmember Requa requested Item E – Professional Services Agreement – ESM Consulting Engineers, LLC be moved to New Business.

Councilmember Meamber moved to rescind the previous motion.

Councilmember Meamber moved to approve the consent calendar Items A – F excluding Item E to be moved to New Business. Seconded by Councilmember Splane. Motion carried.

Mayor Anderson introduced the newest Planning Commission member Dr. Chris Bulcroft to the Council and audience.

Public Comment

Paul Ronk – 923 Polte Road, addressed the Council regarding driveway construction on Polte Road. Ronk listed numerous items he felt have not been done correctly including no public hearing regarding the project. He reviewed his understanding of the project and questioned the permits that have been issued. Ronk expressed concern on the way the project has been handled and the condition of Polte Road to withstand large trucks.

Mayor Anderson announced the topic of the Polte Road project to be discussed under New Business. He requested any further comments be taken at that time.

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

City Hall Update

Clerk Treasurer Nelson reviewed the progress on the financing through the Rural Development Loan Program. She noted the pre-application has been completed and the required NEPA has been published, as well as the approval from SCOG has been received. A RFP (Request for Funding Proposal) is being put together for interim funding and will be sent out at a later date. Nelson noted she spoke with the Finance Director from the City of Lynden who has been through this program and noted their favorable comments of the process.

Mayor Anderson commented on the building side and stated that Police Chief Wood, Planner Moore and Mayor Anderson will be meeting with the architect on a bi-weekly basis once the bid is awarded.

Councilmember Requa questioned the time line for financing. Nelson stated that by mid-March the loan should be secure with a commitment, however we do not receive actual funds until the project is complete which is why the interim financing is necessary. Requa also questioned the timing of the permit. Attorney Berg noted the hope it that the funding and the permit will be ready at the same time. The processes are running simultaneously and staff is doing everything to keep it on track.

Planner Moore reviewed the status of the permitting procedures. He noted the SEPA is in process, construction plans have been reviewed for building code compliance with a letter sent to the architect requesting revisions in order to finalize the plan review. Also, because it's in the Central Business District the Planning Commission needs to perform their architect review which is scheduled for their next meeting.

Councilmember Requa questioned who will be in charge of compliance of the construction of City Hall. Moore noted it will be a joint venture. The architect will be supervising the project as part of their contract and technical building inspections will be done through the building department.

NEW BUSINESS

Ordinance – Park Use Fee Increases

Engineer Blair introduced the proposed ordinance for increases in the park use fees and reviewed the proposed fees.

Nathan Salseina, Parks Division of the Public Lands Department addressed Council questions to include comparison to other golf courses and campgrounds. Salseina noted that even with the increase we would still be lower than the other entities.

Councilmember Colgan moved to adopt Ordinance #1566-07 An Ordinance Amending SWMC 12.36 to Increase Certain Use Fees for City Park Facilities. Councilmember London seconded.

Council discussion ensued regarding green fees at the golf course.

Councilmember London moved to amend the Ordinance to state Monday through Thursday green fees would be \$12.00 and Weekend Fees \$15.00. Councilmember Galbraith seconded.

Mayor Anderson restated the amended motion. Motion carried.

Discussion ensued as to potential School Useage. Attorney Berg reviewed some language that would allow pre-arranged use of the course by Sedro-Woolley Schools.

Councilmember London moved to amend the motion that the fee not apply to the Sedro-Woolley School District with authorization of the City. Councilmember Meamber seconded. Motion carried.

Mayor Anderson restated the original motion. Motion carried.

Sewer Main Repair/Projects

Debbie Allen – Wastewater Treatment Plant Foreman, addressed the Council regarding repair projects identified by the city's wastewater collection crew. Allen introduced the collection crew to the Council and provided a list of locations and pictures of the pipes. She noted the areas could be corrected with the "cure in place" pipe as discussed at the last Council meeting. She then answered Council questions to include pricing vs.

quantity, request for transfer of funding, use of small works roster, prioritizing of list, budget amendment for 2007 and a motion to proceed.

Councilmember Galbraith moved to proceed to identify and repair the sewer lines up to \$200,000.00. Seconded by Councilmember Meamber. Motion carried.

Professional Services Agreement – ESM Consulting Engineers, LLC (moved from consent calendar)

Councilmember Requa had requested this item be moved from the consent calendar. He noted that he believes items as significant as this should not be on the consent calendar. Requa also questioned the fee structure for the consultant review and the work load of the Engineer/Public Works Director position.

Attorney Berg stated the code includes provisions to allow for this type of review as well as the cost recovery. What is before Council is not the concept of who reviews but is approval of a services agreement for that methodology.

Mayor Anderson noted that the topic was something that had been brought up to Council at the last meeting and he believed the process to be pro-active in moving projects along in a timely manner.

Requa requested a time-out on moving forward.

Attorney Berg stated that the process already exists to do what has been done and if the Council would like to review it, a worksession could be scheduled for the topic, the contract that is before Council doesn't change the process. It is an as needed, up to, not to exceed contract by agreeing to go into this contract Council is not boxing themselves into a particular service. Berg recommended that Council move ahead with the contract and review the process at a later time, if interested.

Requa then expressed concern of workload and how the firm was chosen.

Councilmember Lemley moved to authorize the Mayor to sign and execute the on-call agreement with ESM Consulting Engineers LLC in the amount not to exceed \$150,000.00. Seconded by Councilmember Colgan. Motion carried 4-3 (Councilmember Galbraith, Requa and Splane opposed).

Polte Road Discussion

Attorney Berg reviewed background information of the grant request and process. The project included two elements: 1) New access to Polte Road for the Truck Vault business and 2) Improvements to the Polte/Township intersection. Application was made first in 2004 and denied and reapplied for on June 13, 2005. Skagit County Public Facilities Project Review Committee did not recommended approval of the grant on July 25, 2005. The County Commissioner's approved this project on July 26, 2005. Council accepted

the funds in an interlocal agreement approved on the consent agenda on August 24, 2005. The project began on January 15, 2007 which brought forth citizen complaints.

Attorney Berg also noted that there was no legal requirement that the City hold a public hearing as part of this process. However, the Mayor's letter indicates that had he been Mayor at the time of the decision, he would have included a public hearing. Berg noted in reviewing the project there were no violations of law.

Mayor Anderson opened the floor for public comment.

Dick Joneli – Coffman Lane resident, stated he has lived on Coffman Lane for 48 years and this is the first time that a project has been done in his area without notification of the residents. Joneli reviewed the business history of the property and noted that he didn't believe it was appropriate for a residential area. He noted the area should be returned to the way it was with a buffer area between the commercial and residential area.

Peggy Ronk – 923 Polte Road, also addressed a buffer between commercial and residential property. She noted that the proposed driveway is more like a full size road and questioned who will profit from the improvement and why it is necessary. She then addressed the lack of communication to neighboring property owners and the destruction of property values due to the improvements.

Scott Wakeman – 24530 Polte Rd., addressed the Council regarding the condition of the road and the intersection of Township and Polte Road being a safety hazard. Wakeman questioned the rationale of not doing the intersection improvements first.

Engineer Blair reviewed the history of the grant application, approval process through the County, He noted the intersection at Polte was added to the grant to see what could be done there. Blair noted the intersection is problematic due to numerous issues.

Al Chandler – Truck Vault representative, addressed the Council and audience members. He stated that the idea was brought forward by himself representing Truck Vault. He noted the biggest issue for bringing this forward was the safety of individuals, primarily school children walking from the schools. He stated that during the initial request he had extended invitations to the news media and others to watch the activity when school lets out. Chandler described the issue of trucks trying to turn and the safety hazard it creates. He apologized for offending the neighbors and stated that Truck Vault wanted to be a good neighbor and has plans to gate the driveway which will be closed during off hours and on weekends.

Councilmember Lemley questioned the number and size of trucks that enter their business and which direction the trucks would enter and exit.

Chandler stated the trucks are of various size, some 50 foot and some tandem trucks which is why the road was made the width it was. He also stated there is approximately 30-40 trucks that come and go.

Councilmember Meamber questioned if there would be any late night deliveries or pick ups.

Chandler stated there would not be.

David Gustafson – 401 Coffman Ln., addressed the Council regarding his concern of City and County government and statements of being pressured into applying for the grant. He expressed his biggest concern being that the County is pressuring the City to do projects within the town without the Council knowing or remembering anything about them.

Attorney Berg – stated the source of the grant came from sales tax monies which are taxpayer funds and is assessed for rural economically distressed counties with the purpose being for economic development.

Councilmember Requa requested that the record show that when Engineer Blair stated he was pressured he did not indicate by whom.

Leona Anderson – 1035 Polte Rd., questioned if trucks would be traveling down Polte Road, who would be widening and improving the Polte Road. She noted there is no base to it now and they are always dealing with pot holes just from the cars traveling the road. She noted that safety features should be taken into consideration.

Elaine Wright – 24356 Polte Road, just outside City limits addressed the impact of the Rodeo and trucks running down the road during that time. She also noted the condition of the road not being up to standards to withstand the large truck traffic.

Bob Ireland – 50 year Polte Road resident, addressed the Council regarding the quality of the neighborhood. He addressed the trucks that would be traveling down Polte Road and stated it is poor planning.

Paul Ronk – again to the podium, noted the biggest problem at the Township Street intersection is the Dairy Queen and Smoke Shop. He also questioned the amount of the grant, the cost of the driveway, and what happens with the excess grant funds.

Engineer Blair noted the City will do as much as can be done towards the intersection improvements with the excess funds.

John Wright – lives just across the county line, noted that the project is encroachment of industry into the residential area. He expressed opposition to the continuation of the project.

Unidentified Audience Member – requested answers to two questions that were asked.
1) Who was the person applying the pressure and 2) Who will be responsible for improving the road.

Roy Duvall – Polte Road resident, expressed concern for the safety of the kids walking on Polte Road without sidewalks with large trucks traveling the road.

Wayne Moritz – 303 Jones Road, expressed concern of the situation not being handled right. He stated the process might have been done legally but believes Council has a moral right to notify residents. He also stated the intersection improvements should have been done first.

Peggy Ronk – again to the podium, clarified for the audience that Sharon Dillon was the Mayor at the time that the grant application was applied for. She noted that she had been in contact with the City numerous times regarding the project with no indication that any progress was taking place. She also noted that Ted Anderson was Commissioner at the time, and is a friend of the property owner, Ray Sizemore. Ronk then read comments from a news article regarding the project naming Anderson as the Commissioner which also states the intersection first and then the driveway.

Attorney Berg noted that if any citizen is interested, the records are of public record. He also noted that at the County level the record would be the Board of Commissioners minutes. Berg again stressed that there was no evidence in the file of any attempt to hide any information during the process.

Unidentified Audience Member – questioned if there were plans for upgrading the road.

Audience comments ensued regarding the width of the road, history of the road and rodeo activities.

Councilmember London commended Mayor Anderson for his action with sending the letter to the residents and allowing them to comment.

Council discussion ensued to include Council dismay with no update of the project prior to moving forward, disappointment with the order of the project, lack of a public hearing, review of project description from the grant application, contact with outside agencies, access to Truck Vault off Township, change order to sewer project, need to show progress on grant, time limit on grant, impact to residents, safety concern of ponds on either side, closure of access off Township, contact with the railroad, questioning of types of permits needed and the timeline.

Mayor Anderson stated that he and Council are in agreement that something went wrong and would like constructive ideas as to a solution.

Audience discussion ensued to include notification of railroad personnel and the railroad's lack of knowledge of project.

Councilmember Galbraith suggested the topic is too broad to cover tonight and recommended it be carried over to a worksession.

Discussion continued to include reshuffling of February worksession topics to be able to address the topic in a timely manner.

Councilmember Galbraith moved to move the discussion on Polte Road to the workshop in February. Councilmember Colgan seconded.

Councilmember Requa requested contact with Burlington Northern/Santa Fe Railroad to obtain their opinion with the design of the intersection at Polte and Township with respect to the railroad right-of-way.

Councilmember London requested a stop work order be placed on the project until a resolve can be reached.

Attorney Berg suggested to include a change of location for the worksession within the motion.

Mayor Anderson called for the vote. Motion carried.

Councilmember Galbraith requested information on cost estimates for the upgrade of Polte Road be available for the worksession, as well as cost estimates for placing the land back to its original condition.

Councilmember Requa requested the amount spent on the project to date to include construction and design.

Attorney Berg reviewed the requests for information to be available at the worksession to include:

- Cost estimates to upgrade Polte Road
- County Assistance
- Cost estimate to remove the current project and return to original condition
- Costs spent to date.
- Engineering standards to make the road to service the type of traffic under discussion.
- Truck Vault's investment into the project.
- Buffer between residential and commercial, what is required and what can the City do to offer one.

Berg noted that he will also put together a packet of the records regarding this project for Council and it would also be available to interested citizens through the public records request.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Mayor Anderson – noted the pot holes on State Street being filled.

Planner Moore – questioned the method in which Council would like to receive the Permit Tracking Spreadsheets. Councilmembers indicated they prefer to receive them in their Council packets to allow review time.

Clerk/Treasurer Nelson – clarified the question regarding use of grant funding that arose during the Polte Road discussion. Many times different projects appear on the same billing when done by the same vendor or contractor. She noted that bills are coded according to funds and it is very clear as to what project the bill or portion thereof is going to.

Councilmember Meamber – thanked staff for seeing that the potholes in the tracks at State Street were fixed.

Councilmember Galbraith – readdressed the rough spot on Township noting that it has not been fixed. Galbraith also noted the increased use of Jake Brakes from trucks traveling Highway 9 once again.

EXECUTIVE SESSION

Mayor Anderson adjourned the meeting at 9:05 P.M. to executive session for the purpose of potential litigation and real estate with a possible decision anticipated. It was noted the session was expected to last approximately 30 minutes.

The meeting reconvened at 10:25 P.M.

Mayor Anderson requested Council discussion on the proposed “Four” position which is a movement towards a Fleet category for the City vehicles. Discussion ensued to include incorporation of the Solid Waste foreman/Fleet Manager into one position, number of vehicles for individual departments tracking, affect on budget and departments being territorial regarding City buildings. Councilmember Splane noted his opposition towards the position.

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

The meeting adjourned at 10:30 P.M.

FEB 14 2007

CITY OF SEDRO-WOOLLEY

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

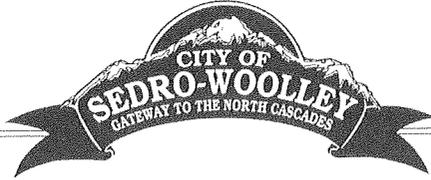
Work Session of the City Council
January 2, 2007 – 6:00 P.M. – Municipal Courtroom

The Work Session was called to order at 6:00 P.M.

ROLL CALL: Present: Mayor Pro-Tem Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith and Rick Lemley.
Staff: Clerk/Treasurer Nelson and Attorney Berg

- Instructions on the interview process for the soon to be vacant Council-At-Large position were reviewed.
- Interviews conducted for the following applicants:
 - Gerald Chandler
 - K.B. Johnson
 - Dennis London
 - Ron Hyatt
 - Kim Woolsey
 - Bob Hickman
 - Jim Johnson
 - Susie Williams
 - Harold Beitler
 - Tom Storrs
- Councilmember Splane moved to adjourn to Executive Session. Councilmember Galbraith seconded. Motion carried. Executive Session held from 8:45 P.M. to 9:12 P.M.
- Discussion of Qualifications of Candidates
Motion made by Councilmember Requa to select Dennis London for the anticipated vacancy on the City Council. Seconded by Councilmember Splane. Motion carried 4-3 (Councilmembers Colgan, Galbraith and Lemley opposed).
- Motion made by Councilmember Galbraith to adjourn. Seconded by Councilmember Colgan. Motion carried.

The work session adjourned at 9:30 P.M.



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007

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

DATE: February 14, 2007
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Clerk-Treasurer
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers proposed for payment for the period ending February 14, 2007.

Motion to approve Claim Vouchers #59446 to #59620 in the amount of \$303,487.37.

Motion to approve Payroll Warrants #39533 to #39624 in the amount of \$208,648.45.

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

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/14/2007 (Printed 02/08/2007 16:45)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59446	SEDRO-WOLLEY POSTMASTER	POSTAGE	SWR	304.39
		POSTAGE	SAN	304.39
		WARRANT TOTAL		608.78
59447	ADVANCE TRAVEL	TRAVEL	PD	90.00
		WARRANT TOTAL		90.00
59448	ALLELUJAH BUSINESS SYSTEMS	SUPPLIES	ENG	9.72
		PROFESSIONAL SERVICES	INSP	1.62
		PROFESSIONAL SERVICES	INSP	6.48
		CITY HALL DESIGN		45.36
		WARRANT TOTAL		63.18
59449	ALL-PHASE ELECTRIC	OPERATING SUPPLIES	PL	39.53
		REPAIRS/MAINT-STREETLIGHTS	PL	20.89
		REPAIRS/MAINT-STREETLIGHTS	PL	298.58
		REPAIRS/MAINT-BUILDING	SAN	16.70
		REPAIRS/MAINT-BUILDING	SAN	138.91
		WARRANT TOTAL		514.61
59450	ALLIANCE OFFICE PRODUCTS	SUPPLIES	JUD	108.72
		SUPPLIES	JUD	19.44
		WARRANT TOTAL		128.16
59451	ALPINE PRODUCTS INC	REPAIRS/MAINT-STREETS	PL	647.06
		WARRANT TOTAL		647.06
59452	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES	PD	203.69
		OPERATING SUPPLIES	LIB	46.12
		SAFETY EQUIPMENT	PL	48.60
		SAFETY EQUIPMENT	PL	64.75
		SAFETY EQUIPMENT	PL	106.22
		SAFETY EQUIPMENT	PL	32.78
		OPERATING SUPPLIES	SWR	94.07
		OPERATING SUPPLIES	SAN	110.86
		WARRANT TOTAL		707.09
59453	AMERICAN FORESTS	BOOKS, PERIOD, RECORDS	LIB	25.00
		WARRANT TOTAL		25.00
59454	APPL. DIGITAL IMAGING	OPERATING SUPPLIES	SWR	88.78
		WARRANT TOTAL		88.78
59455	APPLIED INDUSTRIAL TECH	REPAIRS/MAINT - EQUIP	PL	221.40
		REPAIRS/MAINT-ST CLEANING	PL	792.75
		MAINT OF GENERAL EQUIP	SWR	20.06
		MAINT OF GENERAL EQUIP	SWR	63.58
		WARRANT TOTAL		1,057.67
59456	ARCHAEOLOGY	BOOKS, PERIOD, RECORDS	LIB	37.95
		WARRANT TOTAL		37.95

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/14/2007 (Printed 02/08/2007 16:45)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59457	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	55.72
		AUTO FUEL	CS	60.83
		AUTO FUEL	PD	1,307.28
		AUTO FUEL	PD	1,201.32
		AUTO FUEL/DIESEL	FD	315.54
		AUTO FUEL/DIESEL	FD	494.14
		VEHICLE FUEL / DIESEL		295.25
		VEHICLE FUEL / DIESEL		711.87
		PROPANE	PL	19.12
		REPAIRS/MAINT - EQUIP	PL	77.16
		AUTO FUEL/DIESEL	SWR	264.62
		AUTO FUEL/DIESEL	SWR	132.12
		AUTO FUEL/DIESEL	SAN	1,284.66
		WARRANT TOTAL		6,219.63
59458	AT & T	TELEPHONE	JUD	5.23
		TELEPHONE	FIN	41.64
		TELEPHONE	LGL	9.41
		TELEPHONE	PLN	17.78
		TELEPHONE	ENG	19.87
		TELEPHONE	INSP	12.55
		TELEPHONE	SWR	10.90
		WARRANT TOTAL		117.38
59459	CINGULAR WIRELESS	TELEPHONE	PD	721.60
		WARRANT TOTAL		721.60
59460	AUDIOFILE PUBLICATIONS	BOOKS, PERIOD, RECORDS	LIB	99.00
		WARRANT TOTAL		99.00
59461	AUTOMATION, CONTROLS,	PROFESSIONAL SERVICES	SWR	801.00
		WARRANT TOTAL		801.00
59462	AVAYA INC.	REPAIR & MAINTENANCE	CS	475.20
		WARRANT TOTAL		475.20
59463	BANK OF AMERICA	DUES/SUBSCRIPTIONS	ENG	139.00
		WARRANT TOTAL		139.00
59464	BANK OF AMERICA	MISC-TUITION/REGISTRATION	FIN	99.00
		TRAVEL	PD	237.34
		OTHER IMPROVEMENTS	PL	130.55
		WARRANT TOTAL		466.89
59465	BANK OF NEW YORK	BOND INTEREST-G/O BONDS		303.50
		WARRANT TOTAL		303.50
59466	BARNETT IMPLEMENT CO. INC	REPAIRS/MAINT - EQUIP	PL	27.05
		REPAIRS/MAINT - EQUIP	PL	123.12
		WARRANT TOTAL		150.17
59467	BANK OF AMERICA	OPERATING SUPPLIES	CS	169.36

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/14/2007 (Printed 02/08/2007 16:45)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS/MAINT-EQUIP	FD	78.00
		TRAVEL/MEALS	FD	75.96
		WARRANT TOTAL		323.32
59468	BAY CITY SUPPLY	OPERATING SUPPLIES	CS	29.43
		OPERATING SUPPLIES	CS	123.21
		OFFICE/OPERATING SUPPLIES	PD	121.74
		OFFICE/OPERATING SUPPLIES	PD	81.09
		OPERATING SUPPLIES	FD	121.73
		OPERATING SUPPLIES	FD	81.10
		SUPPLIS - COMMUNITY CENTER	PL	40.11
		OPERATING SUPPLIES	SWR	105.90
		OPERATING SUPPLIES	SWR	85.59
		WARRANT TOTAL		789.90
59469	BEITLER, HAROLD	RETIRED MEDICAL	PD	1,168.80
		WARRANT TOTAL		1,168.80
59470	BENSON, JOSH	HEALTH CLUB	PD	120.00
		WARRANT TOTAL		120.00
59471	BLUMENTHAL UNIFORM & EQUP	UNIFORMS/ACCESSORIES	PD	127.82
		UNIFORMS/ACCESSORIES	PD	199.65
		UNIFORMS/ACCESSORIES	PD	292.78
		UNIFORMS/ACCESSORIES	PD	253.38
		UNIFORMS/ACCESSORIES	PD	75.83
		WARRANT TOTAL		949.46
59472	BOARD FOR VOLUN. RESERVE	RESERVES/EXTRA HELP	PD	180.00
		WARRANT TOTAL		180.00
59473	BOULDER PARK, INC	SOLIDS HANDLING	SWR	5,821.18
		WARRANT TOTAL		5,821.18
59474	BROWN & COLE STORES	OPERATING SUPPLIES	FD	8.60
		WARRANT TOTAL		8.60
59475	CARLETTI ARCHITECTS P.S.	CITY HALL DESIGN		54,754.53
		WARRANT TOTAL		54,754.53
59476	CASCADE FABRICS	OPERATING SUPPLIES	FD	210.40
		WARRANT TOTAL		210.40
59477	CERTIFIED LABORATORIES	OPERATING SUPPLIES	PL	396.51
		WARRANT TOTAL		396.51
59478	CHEMSEARCH	MAINTENANCE OF LINES	SWR	267.22
		WARRANT TOTAL		267.22
59479	CINTAS CORPORATION #460	UNIFORMS	FD	67.14
		UNIFORMS	FD	70.92
		WARRANT TOTAL		138.06

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59480	CITIES INSURANCE ASSOC.	PROFESSIONAL SERVICES	PD	583.55
		PROFESSIONAL SERVICES	PD	137.50
		WARRANT TOTAL		721.05
59481	CLAUDE LAVAL CORPORATION	MAINT OF GENERAL EQUIP	SWR	87.00
		WARRANT TOTAL		87.00
59482	COLLINS OFFICE SUPPLY, INC	SUPPLIES	LGS	132.83
		SUPPLIES	LGS	38.86
		SUPPLIES	FIN	26.99
		SUPPLIES	FIN	38.63
		SUPPLIES/BOOKS	PLN	33.33
		SUPPLIES/BOOKS	PLN	4.73
		SUPPLIES/BOOKS	PLN	14.39
		SUPPLIES/BOOKS	PLN	31.58
		SUPPLIES	ENG	77.96
		SUPPLIES	ENG	10.53
		SUPPLIES	ENG	14.40
		SUPPLIES	ENG	31.59
		OFF/OPER SUPPS & BOOKS	INSP	39.83
		OFF/OPER SUPPS & BOOKS	INSP	14.71
		OFF/OPER SUPPS & BOOKS	INSP	24.56
		OFF/OPER SUPPS & BOOKS	INSP	14.40
		OFF/OPER SUPPS & BOOKS	INSP	31.58
		OPERATING SUPPLIES	SAN	12.94
		OPERATING SUPPLIES	SAN	25.88
		OPERATING SUPPLIES	SAN	12.07
		WARRANT TOTAL		631.79
59483	COMCAST	COMPUTER NETWORK	CS	68.40
		TELEPHONE	PD	13.30
		TELEPHONE	FD	13.30
		WARRANT TOTAL		95.00
59484	CONSOLIDATED SUPPLY CO.	REPAIRS/MAINT-BUILDING	SAN	97.69
		WARRANT TOTAL		97.69
59485	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
59486	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	6.97
		WARRANT TOTAL		6.97
59487	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	166.62
		REPAIR & MAINT - AUTO	PD	222.96
		REPAIR & MAINT - AUTO	PD	503.76
		REPAIR & MAINT - AUTO	PD	211.18
		REPAIR & MAINT - AUTO	PD	170.59
		REPAIR & MAINT - AUTO	PD	301.74
		MAINTENANCE OF VEHICLES	SWR	32.40
		WARRANT TOTAL		1,609.25

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SUPPLIES - CAMPGROUND	PL	6.89
		SUPPLIES - CAMPGROUND	PL	7.78
		SMALL TOOL & MINOR EQUIP	PL	122.54
		SMALL TOOL & MINOR EQUIP	PL	9.71
		SMALL TOOL & MINOR EQUIP	PL	258.12
		SMALL TOOL & MINOR EQUIP	PL	12.95
		SMALL TOOL & MINOR EQUIP	PL	95.03
		REPAIRS/MAINT - EQUIP	PL	5.17
		REPAIRS/MAINT - EQUIP	PL	31.85
		REPAIRS/MAINT-CAMPGROUND	PL	8.19
		REPAIRS/MAINT-CAMPGROUND	PL	10.35
		MAINT OF GENERAL EQUIP	SWR	37.67
		MAINTENANCE OF BUILDINGS	SWR	89.42
		MAINTENANCE OF BUILDINGS	SWR	72.09
		MAINTENANCE OF BUILDINGS	SWR	8.14
		OPERATING SUPPLIES	SWR	19.74
		OPERATING SUPPLIES	SWR	5.81
		OPERATING SUPPLIES	SWR	5.59
		REPAIRS/MAINT-BUILDING	SAN	5.17
		REPAIRS/MAINT-BUILDING	SAN	20.97
		REPAIRS/MAINT-BUILDING	SAN	55.63
		REPAIRS/MAINT-BUILDING	SAN	18.89
		OPERATING SUPPLIES	SAN	21.60
		WARRANT TOTAL		1,227.82
59497	EOS INTERNATIONAL	REPAIR/MAINT-COMPUTER	LIB	1,443.75
		WARRANT TOTAL		1,443.75
59498	ENTERPRISE SALES, INC.	CONTAINERS	SAN	6,227.45
		WARRANT TOTAL		6,227.45
59499	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	198.00
		PROFESSIONAL SERVICES	SWR	198.00
		WARRANT TOTAL		396.00
59500	EMERGENCY MEDICAL	OPERATING SUPPLIES	FD	150.00
		OPERATING SUPPLIES	FD	298.84
		WARRANT TOTAL		448.84
59501	FIELD INSTRUMENTS & CONTROLS, INC.	MAINT OF GENERAL EQUIP	SWR	283.18
		WARRANT TOTAL		283.18
59502	FIRST AMERICAN TITLE	CITY HALL DESIGN		216.00
		WARRANT TOTAL		216.00
59503	FRONTIER BUILDING SUPPLY	SMALL TOOLS & MINOR EQUIP	SWR	324.00
		WARRANT TOTAL		324.00
59504	GATEWAY SEPTIC SERVICE LLC	MISC-PERMITS & LICENSES	PL	216.00
		WARRANT TOTAL		216.00
59505	GEOTEST SERVICES, INC.	PROFESSIONAL SERVICES	ENG	3,825.00

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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	3,825.00
59506	GAYLORD BROS.	SUPPLIES LIB	207.54
		WARRANT TOTAL	207.54
59507	GLENN B. ALLEN JEWELERS	OPERATING SUPPLIES FD	155.95
		WARRANT TOTAL	155.95
59508	GEOTIVITY INC.	PROFESSIONAL SERVICES SWR	4,333.59
		WARRANT TOTAL	4,333.59
59509	GEN-X SIGNS & BANNERS	PROFESSIONAL SERVICES PLN	51.20
		PROFESSIONAL SERVICES ENG	50.00
		PROFESSIONAL SERVICES INSP	50.00
		WARRANT TOTAL	151.20
59510	GRAINGER PARTS	OPERATING SUPPLIES FD	303.67
		WARRANT TOTAL	303.67
59511	GREAT AMERICA LEASING COR	EQUIPMENT LEASES CS	269.89
		EQUIPMENT LEASES CS	308.99
		WARRANT TOTAL	578.88
59512	GRCC/WETRC	MISC-TUITION/REGISTRATION SWR	150.00
		MISC-TUITION/REGISTRATION SWR	150.00
		WARRANT TOTAL	300.00
59513	GUARDIAN SECURITY	FIRE/THEFT PROTECTION FD	26.50
		REPAIRS/MAINT-COMM CENTER PL	135.00
		REPAIRS/MAINT-COMM CENTER PL	264.60
		REPAIRS/MAINT-COMM CENTER PL	81.00
		MISC-LAUNDRY PL	121.50
		WARRANT TOTAL	628.60
59514	HACH COMPANY	OPERATING SUPPLIES SWR	130.12
		WARRANT TOTAL	130.12
59515	HALLGREN COMPANY, INC.	REPAIRS/MAINT-EQUIP FD	250.24
		WARRANT TOTAL	250.24
59516	HONEY BUCKET	OP. SUPPLIES - GOLF PL	103.34
		WARRANT TOTAL	103.34
59517	HSCB BUSINESS SOLUTIONS	OPERATING SUPPLIES SAN	76.37
		WARRANT TOTAL	76.37
59518	HSBC BUSINESS SOLUTIONS	OPERATING SUPPLIES PL	351.49
		WARRANT TOTAL	351.49
59519	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY PD	1,320.00
		WARRANT TOTAL	1,320.00

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59520	I.A.P.E.	DUES/SUBSCRIPTIONS	PD	50.00
		WARRANT TOTAL		50.00
59521	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	14.58
		BOOKS, PERIOD, RECORDS	LIB	22.54
		BOOKS, PERIOD, RECORDS	LIB	44.94
		BOOKS, PERIOD, RECORDS	LIB	1,837.99
		BOOKS, PERIOD, RECORDS	LIB	265.71
		BOOKS, PERIOD, RECORDS	LIB	75.87
		BOOKS, PERIOD, RECORDS	LIB	17.83
		BOOKS, PERIOD, RECORDS	LIB	47.37
		WARRANT TOTAL		2,326.83
59522	KAMB, THOMAS R	ASSOCIATE'S FEES	JUD	250.00
		WARRANT TOTAL		250.00
59523	L N CURTIS & SONS	OPERATING SUPPLIES	FD	3,338.05
		OPERATING SUPPLIES	FD	3,130.39
		SMALL TOOLS & MINOR EQUIP	FD	103.01
		WARRANT TOTAL		6,571.45
59524	LAKESIDE INDUSTRIES	REPAIRS/MAINT-STREETS	PL	670.69
		REPAIRS/MAINT-STREETS	PL	1,065.01
		WARRANT TOTAL		1,735.70
59525	LOGGERS AND CONTRACTORS	OP. SUPPLIES - TRAFFIC	PL	39.96
		SMALL TOOL & MINOR EQUIP	PL	55.12
		REPAIRS/MAINT - EQUIP	PL	247.35
		REPAIRS/MAINT - EQUIP	PL	28.11
		WARRANT TOTAL		370.54
59526	LIFE TEK, INC	PRINTING/PUBLICATIONS	PD	52.03
		SUPPLIES & BOOKS	FD	208.13
		WARRANT TOTAL		260.16
59527	MCLOUGHLIN & EARDLEY CORP	REPAIRS/MAINT-EQUIP	FD	64.70
		REPAIRS/MAINT-EQUIP	FD	57.00
		WARRANT TOTAL		121.70
59528	MARTIN MARIETTA MATERIALS	REPAIRS/MAINT-STREETS	PL	1,140.93
		WARRANT TOTAL		1,140.93
59529	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	SWR	103.63
		WARRANT TOTAL		103.63
59530	MOTOR TRUCKS, INC.	REPAIRS/MAINT - EQUIP	PL	291.36
		WARRANT TOTAL		291.36
59531	MUTUAL MATERIALS CO.	REPAIRS/MAINT-STORM DRAIN	PL	197.97
		WARRANT TOTAL		197.97
59532	N C MACHINERY CO.	REPAIRS/MAINT - EQUIP	PL	34.16

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS/MAINT - EQUIP	PL	3.20
		REPAIRS/MAINT - EQUIP	PL	534.34
		REPAIRS/MAINT - EQUIP	PL	622.08
		WARRANT TOTAL		1,125.46
59533	NEW YORK TIMES	BOOKS, PERIOD, RECORDS	LIB	65.00
		WARRANT TOTAL		65.00
59534	NEWMAN SIGNS INC	OP. SUPPLIES - TRAFFIC	PL	1,397.70
		OP. SUPPLIES - TRAFFIC	PL	660.35
		OP. SUPPLIES - TRAFFIC	PL	174.00
		WARRANT TOTAL		2,232.05
59535	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	93.33
		TELEPHONE	LGL	31.11
		TELEPHONE	PLN	41.47
		NEXTEL CELL PHONES		72.58
		TELEPHONE	PD	591.28
		TELEPHONE	FD	248.88
		TELEPHONE	INSP	72.58
		TELEPHONE	PL	543.55
		NEXTEL CELL PHONES		217.77
		NEXTEL CELL PHONES	SAN	186.66
		WARRANT TOTAL		2,099.21
59536	NORTHWEST HOT SPRING SPAS	OP SUPPLIES-CHEMICALS	SWR	530.67
		WARRANT TOTAL		530.67
59537	NW WA CHAPTER OF I.C.C.	MISC-TUITION/REGISTRATION	INSP	350.00
		WARRANT TOTAL		350.00
59538	NORTHWEST MFG & DIST. INC.	REPAIRS/MAINT - EQUIP	PL	1,490.15
		WARRANT TOTAL		1,490.15
59539	OFFICE DEPOT	SUPPLIES	JUD	14.68
		SUPPLIES	EXE	17.60
		SUPPLIES	EXE	17.61
		SUPPLIES	FIN	304.56
		SUPPLIES	FIN	337.80
		SUPPLIES	FIN	58.71
		OFFICE/OPERATING SUPPLIES	PD	64.51
		OFFICE/OPERATING SUPPLIES	PD	142.95
		OFFICE/OPERATING SUPPLIES	PD	115.55
		OFFICE/OPERATING SUPPLIES	PD	37.00
		OFFICE/OPERATING SUPPLIES	PD	92.99
		OFFICE SUPPLIES	FD	192.82
		OFFICE SUPPLIES	FD	98.56
		OFFICE SUPPLIES / POSTAGE	PL	49.90
		OPERATING SUPPLIES	SAN	29.31
		OFFICE SUPPLIES	SAN	60.59
		OFFICE SUPPLIES	SAN	675.60
		WARRANT TOTAL		2,252.12

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59540	OFFICE SYSTEMS	REPAIR/MAINTENANCE	JUD	129.60
		WARRANT TOTAL		129.60
59541	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	PL	80.98
		CLOTHING	SAN	187.90
		CLOTHING	SAN	116.60
		WARRANT TOTAL		385.48
59542	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	27.19
		MISC-LAUNDRY	PL	32.07
		MISC-LAUNDRY	PL	19.60
		MISC-LAUNDRY	PL	48.71
		MISC-LAUNDRY	PL	17.34
		MISC-LAUNDRY	PL	19.60
		MISC-LAUNDRY	PL	17.34
		MISC-LAUNDRY	PL	32.07
		LAUNDRY	SWR	23.18
		LAUNDRY	SWR	23.18
		WARRANT TOTAL		260.28
59543	OTAK	PROFESSIONAL SERVICES	ENG	12,993.07
		WARRANT TOTAL		12,993.07
59544	OUTWEST UNLIMITED	PROFESSIONAL SERVICES	PL	140.00
		WARRANT TOTAL		140.00
59545	OWEN EQUIPMENT COMPANY	REPAIRS/MAINT-ST CLEANING	PL	139.87
		REPAIRS/MAINT-ST CLEANING	PL	1,514.66
		WARRANT TOTAL		1,654.53
59546	PACIFIC POWER BATTERIES	OFFICE/OPERATING SUPPLIES	PD	136.86
		REPAIRS/MAINT - EQUIP	PL	103.83
		WARRANT TOTAL		240.69
59547	PARENTS MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	12.00
		WARRANT TOTAL		12.00
59548	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	398.47
		REPAIRS/MAINT - EQUIP	PL	640.47
		REPAIRS/MAINT-EQUIP	SAN	843.34
		REPAIRS/MAINT-EQUIP	SAN	153.36
		REPAIRS/MAINT-EQUIP	SAN	5,834.18
		WARRANT TOTAL		7,869.82
59549	PEOPLE EN ESPANOL	BOOKS, PERIOD, RECORDS	LIB	41.97
		WARRANT TOTAL		41.97
59550	PETERSON, DEBRA	TRAVEL	LIB	482.50
		WARRANT TOTAL		482.50
59551	PITTMAN, HAROLD	RETIRED MEDICAL	PD	1,062.00
		WARRANT TOTAL		1,062.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59552	PLATT	REPAIRS/MAINT-BUILDING	SAN	91.76
		REPAIRS/MAINT-BUILDING	SAN	357.75
		WARRANT TOTAL		449.51
59553	PRINTWISE, INC.	SUPPLIES	JUD	668.52
		SUPPLIES	JUD	181.44
		WARRANT TOTAL		849.96
59554	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	49.65
		PUBLIC UTILITIES	CS	33.75
		PUBLIC UTILITIES	FD	174.60
		PUBLIC UTILITIES	LIB	20.75
		PUBLIC UTILITIES	PL	198.40
		PUBLIC UTIL - CAMPGROUND	PL	119.25
		PUBLIC UTIL - HHS	PL	171.55
		PUBLIC UTILITIES	SWR	168.25
		PUBLIC UTILITIES	SAN	33.75
		WARRANT TOTAL		969.95
59555	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	1,221.95
		PUB UTILITIES-MALL	CS	6.98
		PUB UTILITIES-MALL	CS	83.77
		PUBLIC UTILITIES	FD	1,537.54
		PUBLIC UTILITIES	LIB	208.60
		ADVERTISING	HOT	9.72
		PUBLIC UTILITIES	PL	84.34
		PUBLIC UTILITIES	PL	294.24
		PUBLIC UTIL - STREETLIGHTS	PL	83.94
		PUBLIC UTIL - STREETLIGHTS	PL	7,342.13
		PUBLIC UTIL - CAMPGROUND	PL	700.23
		PUBLIC UTIL - COMM CENTER	PL	199.17
		PUBLIC UTIL - SENIOR CENTER	PL	339.81
		PUBLIC UTIL - TRAIN	PL	229.33
		PUBLIC UTIL - HHS	PL	394.78
		PUBLIC UTILITIES - GOLF	PL	42.89
		PUBLIC UTILITIES	SWR	8,625.40
		PUBLIC UTILITIES	SWR	177.29
		PUBLIC UTILITIES	SAN	309.77
		WARRANT TOTAL		21,891.88
59556	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES	PL	8.70
		PUBLIC UTIL - CAMPGROUND	PL	16.63
		PUBLIC UTIL - COMM CENTER	PL	32.75
		PUBLIC UTIL - SENIOR CENTER	PL	136.24
		PUBLIC UTILITIES	SWR	150.76
		WARRANT TOTAL		345.08
59557	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	966.92
		WARRANT TOTAL		966.92
59558	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	73.43
		ENGINEERING-POLTE/TOWNSHIP AST		717.56

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		CONSTRUCTION-TOWNSHIP LINE PWT	19,557.22
		ENGINEERING - SR20 LINE PWT	448.59
		ENGINEERING - METCALF LINE PWT	240.99
		PROF SVS-ENGINEERING SWR	2,539.38
		WARRANT TOTAL	23,577.17
59559	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES PD	39.14
		OFFICE/OPERATING SUPPLIES PD	26.92
		OFFICE/OPERATING SUPPLIES PD	39.14
		OFFICE SUPPLIES PD	9.78
		WARRANT TOTAL	114.98
59560	RICK'S REFRIGERATION INC.	MAINT OF GENERAL EQUIP SWR	405.00
		WARRANT TOTAL	405.00
59561	RINKER MATERIALS	ROADWAY - ARTERIAL MAINT AST	795.00
		WARRANT TOTAL	795.00
59562	RINDAL, BOB	CLOTHING SAN	118.78
		WARRANT TOTAL	118.78
59563	RIGHT WAY PLUMBING	MAINT OF GENERAL EQUIP SWR	26.55
		REPAIRS/MAINT-BUILDING SAN	18.36
		WARRANT TOTAL	44.91
59564	RONK BROTHERS, INC.	REPAIRS/MAINT-EQUIP FD	630.06
		MAINT OF GENERAL EQUIP SWR	102.97
		WARRANT TOTAL	733.03
59565	SAFETY MEETING OUTLINES	PROFESSIONAL SERVICES PL	40.67
		SAFETY EQUIPMENT SWR	40.67
		OPERATING SUPPLIES SAN	40.66
		WARRANT TOTAL	122.00
59566	SAFETY VISION	REPAIRS/MAINT-EQUIP SAN	650.88
		WARRANT TOTAL	650.88
59567	SALYER, DOUGLAS	RETIRED MEDICAL PD	60.00
		WARRANT TOTAL	60.00
59568	SAN JUAN ISLAND LIBRARY	MISC-TUITION/REGISTRATION LIB	15.00
		WARRANT TOTAL	15.00
59569	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	138.07
		OPERATING SUPPLIES SWR	214.75
		OPERATING SUPPLIES SWR	13.15
		WARRANT TOTAL	365.97
59570	SEATTLE MAGAZINE	BOOKS, PERIOD, RECORDS LIB	18.95
		WARRANT TOTAL	18.95
59571	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP FD	92.48

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS/MAINT-EQUIP	FD	92.48
		WARRANT TOTAL		184.96
59572	SEATTLE PUMP AND EQUIP CO	MAINTENANCE OF LINES	SWR	291.53
		WARRANT TOTAL		291.53
59573	SEDGWICK CMS	INDUSTRIAL INSURANCE	LGS	2.14
		INDUSTRIAL INSURANCE	JUD	3.43
		INDUSTRIAL INSURANCE	EXE	2.68
		INDUSTRIAL INSURANCE	FIN	6.96
		INDUSTRIAL INSURANCE	LGL	2.46
		INDUSTRIAL INSURANCE	PLN	73.89
		INDUSTRIAL INSURANCE	ENG	69.61
		INDUSTRIAL INSURANCE	PD	419.79
		INDUSTRIAL INSURANCE	PD	17.13
		INDUSTRIAL INSURANCE	PD	13.92
		INDUSTRIAL INSURANCE	PD	109.23
		INDUSTRIAL INSURANCE	INSP	17.94
		INDUSTRIAL INSURANCE	LIB	20.88
		INDUSTRIAL INSURANCE	PL	387.61
		INDUSTRIAL INS - GOLF	PL	38.61
		INDUSTRIAL INSURANCE	SWR	296.10
		INDUSTRIAL INSURANCE	SAN	139.21
		INDUSTRIAL INSURANCE	ERR	29.98
		WARRANT TOTAL		1,651.57
59574	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	10.80
		OPERATING SUPPLIES	PL	3.20
		REPAIRS/MAINT - EQUIP	PL	30.68
		REPAIRS/MAINT - EQUIP	PL	4.56
		REPAIRS/MAINT - EQUIP	PL	41.62
		REPAIRS/MAINT - EQUIP	PL	2.84
		REPAIRS/MAINT - EQUIP	PL	72.06
		REPAIRS/MAINT - EQUIP	PL	56.38
		REPAIRS/MAINT - EQUIP	PL	1.40
		REPAIRS/MAINT - EQUIP	PL	14.40
		OPERATING SUPPLIES	SWR	42.12
		REPAIRS/MAINT-EQUIP	SAN	57.21
		REPAIRS/MAINT-EQUIP	SAN	10.35
		WARRANT TOTAL		347.62
59575	SEDRO-WOOLLEY POSTMASTER	POSTAGE	LIB	78.00
		WARRANT TOTAL		78.00
59576	SEDRO-WOOLLEY VISION CTR	RETIRED MEDICAL	PD	150.00
		WARRANT TOTAL		150.00
59577	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		34,170.00
		WARRANT TOTAL		34,170.00
59578	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	15,480.00
		WARRANT TOTAL		15,480.00

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59579	SIGNATURE FORMS INC.	OPERATING SUPPLIES	SWR	242.99
		OPERATING SUPPLIES	SAN	242.99
		WARRANT TOTAL		485.98
59580	SICKLER TRUCK REPAIR	REPAIRS/MAINT - EQUIP	PL	338.81
		WARRANT TOTAL		338.81
59581	SKAGIT 911	REPAIRS/MAINT-EQUIP	FD	3,403.66
		WARRANT TOTAL		3,403.66
59582	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	3,686.80
		WARRANT TOTAL		3,686.80
59583	SKAGIT CO HEALTH DEPT	PROF SERVICE-MEDICAL EXAMS	FD	44.00
		WARRANT TOTAL		44.00
59584	SKAGIT COUNTY SHERIFF	PRISONERS	PD	503.52
		WARRANT TOTAL		503.52
59585	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	110.22
		WARRANT TOTAL		110.22
59586	SKAGIT FARMERS SUPPLY	PROPANE	PL	20.43
		PROPANE	PL	16.48
		PROPANE	PL	14.89
		PROPANE	PL	13.77
		PROPANE	PL	13.77
		PROPANE	PL	20.77
		PROPANE	PL	19.63
		PROPANE	PL	14.45
		OPERATING SUPPLIES	SWR	21.45
		WARRANT TOTAL		155.64
59587	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT - EQUIP	PL	585.01
		WARRANT TOTAL		585.01
59588	SKAGIT READY MIX, INC.	REPAIRS/MAINT-STREETS	PL	90.72
		MAINTENANCE OF BUILDINGS	SWR	968.11
		WARRANT TOTAL		1,058.83
59589	SKAGIT UTILITY COORD.	MISC-DUES/SUBSCRIPTIONS	SWR	75.00
		WARRANT TOTAL		75.00
59590	SKAGIT VALLEY COLLEGE	MISC-TUITION/REGISTRATION	LIB	50.00
		WARRANT TOTAL		50.00
59591	SKAGIT VALLEY PUBLISHING	ADVERTISING/LEGAL PUBLIC	PLN	131.10
		ADVERTISING/LEGAL PUBLIC	PLN	76.95
		CITY HALL DESIGN		99.75
		WARRANT TOTAL		307.80
59592	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	9.07

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	9.07
59593	3-MEYERS CONSTRUCTION	MAINTENANCE OF BUILDINGS SWR	317.25
		WARRANT TOTAL	317.25
59594	TALLY GENICOM LP	SUPPLIES FIN	222.48
		WARRANT TOTAL	222.48
59595	TAYLOR, PAUL	RETIRED MEDICAL PD	125.99
		WARRANT TOTAL	125.99
59596	TASER INTERNATIONAL	MACHINERY & EQUIPMENT PD	3,083.77
		WARRANT TOTAL	3,083.77
59597	TIFFANY, ROBERT L.	PROFESSIONAL SERVICES JUD	29.13
		PROFESSIONAL SERVICES FIN	378.82
		PROFESSIONAL SERVICES LGL	29.13
		PROFESSIONAL SERVICES PLN	72.83
		PROFESSIONAL SERVICES ENG	58.26
		PROFESSIONAL SERVICES PD	582.80
		PROFESSIONAL SERVICES FD	116.56
		PROFESSIONAL SERVICES INSP	43.71
		PROFESSIONAL SERVICES LIB	174.84
		PROFESSIONAL SERVICES PL	291.40
		PROFESSIONAL SERVICES SWR	233.12
		PROFESSIONAL SERVICES SAN	145.65
		WARRANT TOTAL	2,156.25
59598	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL	207.83
		WARRANT TOTAL	207.83
59599	TRAFFIC SAFETY SUPPLY CO.	SAFETY EQUIPMENT PL	103.72
		WARRANT TOTAL	103.72
59600	TRUE VALUE	SUPPLIES FIN	5.39
		OPERATING SUPPLIES CS	59.23
		REPAIR & MAINTENANCE CS	12.72
		OFFICE/OPERATING SUPPLIES PD	24.28
		REPAIRS/MAINT-EQUIP FD	1.17
		REPAIRS/MAINT-EQUIP FD	21.49
		REPAIRS/MAINT-EQUIP FD	11.86
		OPERATING SUPPLIES PL	7.64
		OPERATING SUPPLIES PL	20.27
		SUPPLIES - CAMPGROUND PL	24.82
		SUPPLIES - CAMPGROUND PL	17.26
		SUPPLIES - CAMPGROUND PL	3.77
		REPAIRS/MAINT - EQUIP PL	8.60
		REPAIRS/MAINT - EQUIP PL	11.42
		REPAIRS/MAINT - EQUIP PL	6.47
		REPAIRS/MAINT-ST CLEANING PL	5.36
		MAINT OF GENERAL EQUIP SWR	25.77
		MAINT OF GENERAL EQUIP SWR	21.16

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	18.65
		OPERATING SUPPLIES	SWR	12.81
		OPERATING SUPPLIES	SWR	6.47
		OPERATING SUPPLIES	SWR	5.24
		OPERATING SUPPLIES	SWR	5.16
		OPERATING SUPPLIES	SWR	3.55
		OPERATING SUPPLIES	SWR	.84
		OPERATING SUPPLIES	SWR	31.29
		OPERATING SUPPLIES	SWR	34.52
		OPERATING SUPPLIES	SWR	7.55
		OPERATING SUPPLIES	SWR	19.62
		REPAIRS/MAINT-EQUIP	SAN	3.23
		REPAIRS/MAINT-BUILDING	SAN	9.13
		REPAIRS/MAINT-BUILDING	SAN	110.62
		REPAIRS/MAINT-BUILDING	SAN	7.02
		REPAIRS/MAINT-BUILDING	SAN	38.46
		REPAIRS/MAINT-BUILDING	SAN	18.61
		REPAIRS/MAINT-BUILDING	SAN	26.99
		OPERATING SUPPLIES	SAN	36.71
		WARRANT TOTAL		671.11
59601	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
59602	ULINE	OFF/OPER SUPPS & BOOKS	INSP	138.88
		WARRANT TOTAL		138.88
59603	USA BLUE BOOK	MAINTENANCE OF LINES	SWR	78.46
		OPERATING SUPPLIES	SWR	74.53
		OPERATING SUPPLIES	SWR	29.00
		WARRANT TOTAL		181.99
59604	VALLEY AUTO SUPPLY	OFFICE/OPERATING SUPPLIES	PD	7.20
		MAINTENANCE OF VEHICLES	SWR	12.63
		MAINT OF GENERAL EQUIP	SWR	14.14
		OPERATING SUPPLIES	SWR	15.76
		OPERATING SUPPLIES	SWR	27.50
		WARRANT TOTAL		77.23
59605	VERIZON NORTHWEST	TELEPHONE	JUD	62.33
		TELEPHONE	FIN	56.48
		TELEPHONE	PD	81.01
		TELEPHONE	LIB	143.73
		TELEPHONE	PL	314.77
		TELEPHONE	SWR	84.00
		TELEPHONE	SWR	472.86
		TELEPHONE	SAN	185.53
		WARRANT TOTAL		1,400.71
59606	VISTEN, LESLIE	RETIRED MEDICAL	PD	83.00
		RETIRED MEDICAL	PD	1,062.00
		WARRANT TOTAL		1,145.00

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/14/2007 (Printed 02/08/2007 16:45)

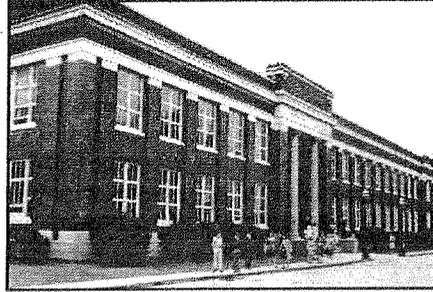
PAGE 17

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59607	VOLUNTEERS OF AMERICA	BOOKS, PERIOD, RECORDS	LIB	8.25
		WARRANT TOTAL		8.25
59608	WAKEMAN, SCOTT	PROF SERVICES-HANDY MAN	CS	285.00
		WARRANT TOTAL		285.00
59609	WA LIBRARY ASSOCIATION	MISC-DUES/SUBSCRIPTIONS	LIB	75.00
		MISC-WA LIB NETWK DIR DUES	LIB	231.00
		WARRANT TOTAL		306.00
59610	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	3,744.90
		WARRANT TOTAL		3,744.90
59611	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	276.00
		WARRANT TOTAL		276.00
59612	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		5,550.44
		WARRANT TOTAL		5,550.44
59613	WASTE AGE	MISC-DUES/SUBS & TUITN/REG	SAN	69.00
		WARRANT TOTAL		69.00
59614	WASHINGTON CRANE & HOIST CO. INC.	MAINTENANCE CONTRACTS	SWR	459.01
		WARRANT TOTAL		459.01
59615	WSU URBAN IPM & PEST SAFE ED	MISC-TUITION/REGISTRATION	PL	80.00
		MISC-TUITION/REGISTRATION	PL	80.00
		MISC-TUITION/REGISTRATION	PL	80.00
		MISC-TUITION/REGISTRATION	PL	80.00
		WARRANT TOTAL		320.00
59616	WHATCOM COUNTY PARK & REC	RANGE FEES	PD	4,486.25
		WARRANT TOTAL		4,486.25
59617	WHOLE ENERGY FUELS	VEHICLE FUEL / DIESEL		50.51
		AUTO FUEL/DIESEL	SWR	200.20
		AUTO FUEL/DIESEL	SAN	563.02
		WARRANT TOTAL		813.73
59618	WOOD'S LOGGING SUPPLY INC	SMALL TOOLS & MINOR EQUIP	FD	15.11
		POSTAGE	FD	5.81
		REPAIRS/MAINT-EQUIP	FD	67.67
		OPERATING SUPPLIES	PL	6.43
		SAFETY EQUIPMENT	PL	18.53
		SAFETY EQUIPMENT	PL	10.75
		REPAIRS/MAINT - EQUIP	PL	37.80
		REPAIRS/MAINT - EQUIP	PL	34.02
		REPAIRS/MAINT - EQUIP	PL	28.06
		MAINTENANCE OF LINES	SWR	49.57
		MAINTENANCE OF LINES	SWR	139.94
		MAINTENANCE OF LINES	SWR	71.25
		OPERATING SUPPLIES	SWR	16.88

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		POSTAGE	24.42
		WARRANT TOTAL	526.24
59619	WORKBENCH MAGAZINE	BOOKS, PERIOD, RECORDS	44.00
		WARRANT TOTAL	44.00
59620	GLY CONSTRUCTION	DUMPSTER DEPOSIT	70.96
		WARRANT TOTAL	70.96
		RUN TOTAL	303,487.37

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	96,870.28
104	ARTERIAL STREET FUND	1,512.56
105	LIBRARY FUND	5,876.66
108	STADIUM FUND	9.72
110	PUBLIC LANDS 110	32,386.37
230	1996 G/O BOND REDEMPTION FUND	303.50
302	RES FOR CURR EXP CAP OUT FUND	55,115.64
332	PWTF SEWER CONSTRUCTION FUND	20,246.80
401	SEWER FUND	37,074.04
412	SOLID WASTE FUND	19,891.82
501	EQUIPMENT REPLACEMENT FUND	29.98
621	SUSPENSE FUND	34,170.00
TOTAL		303,487.37

DEPARTMENT	AMOUNT
001 000 000	5,550.44
001 000 011	215.95
001 000 012	5,159.32
001 000 013	80.01
001 000 014	1,670.79
001 000 015	182.33
001 000 018	3,423.86
001 000 019	549.25
001 000 020	17,451.99
001 000 021	25,211.05
001 000 022	32,005.23
001 000 024	5,370.06
FUND CURRENT EXPENSE FUND	96,870.28
104 000 042	1,512.56
FUND ARTERIAL STREET FUND	1,512.56
105 000 072	5,876.66
FUND LIBRARY FUND	5,876.66
108 000 019	9.72
FUND STADIUM FUND	9.72
110 000 042	32,386.37
FUND PUBLIC LANDS 110	32,386.37
230 000 082	303.50
FUND 1996 G/O BOND REDEMPTION FUND	303.50
302 000 000	55,115.64
FUND RES FOR CURR EXP CAP OUT FUND	55,115.64
332 000 082	20,246.80
FUND PWTF SEWER CONSTRUCTION FUND	20,246.80
401 000 035	37,074.04
FUND SEWER FUND	37,074.04
412 000 000	70.96
412 000 037	19,820.86
FUND SOLID WASTE FUND	19,891.82
501 000 047	29.98
FUND EQUIPMENT REPLACEMENT FUND	29.98
621 000 000	34,170.00
FUND SUSPENSE FUND	34,170.00
TOTAL	303,487.37



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007

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

January 29, 2007

Mike Anderson, Mayor
Sedro-Woolley City Council
Sedro-Woolley City Hall
Sedro-Woolley, WA 98284

Dear Mayor Anderson,

The Sedro-Woolley High School Alumni Association is requesting the use of the Riverfront Park for the All-Class Picnic to be held on Saturday July 7, 2007.

We are a non profit organization with our primary function to provide vocational scholarships to the Sedro-Woolley High School graduates.

Hopefully there will be revenue generated within the town of Sedro-Woolley by the visitors returning to renew old acquaintances. Some classes have indicated that they would be having their class reunions the same weekend and that would indicate overnight stays for several people.

Your consideration for the waiver of the charge for the Riverfront Park would be greatly appreciated.

Yours truly,

Lola Ellestad, Secretary
SEDRO-WOOLLEY HIGH SCHOOL ALUMNI ASSOCIATION

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007

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

January 19, 2007

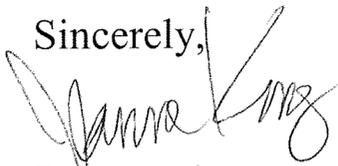
Attn: Christine
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

Dear Christine,

Please accept this letter as intent to gain permission to use the Community Center on March 27, 2007 in order to provide a Septics 101 Clinic that evening from 7 to 9 p.m. I request you waive the rental fee since the Septics class is provided as a public service and is free of charge. Also enclosed is a flyer that will be distributed to advertise the Septics 101 clinic.

Thank you for your consideration and opportunity to promote septic system care and maintenance at the Sedro-Woolley Community Center. If you have any further questions please call me directly at 360-419-3305.

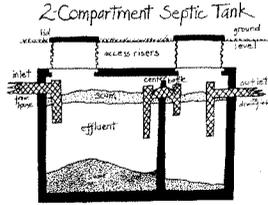
Sincerely,



Jeanne King

Environmental Health Specialist II

Septics 101



Learn How Your Septic System Works And How to Take Care of It

Presented by The Skagit County Health Department

The purpose of the **FREE** Septics Clinic is to inform homeowners about how septic systems work, how to monitor their function, and how to maintain them in order to prevent problems. In addition each clinic provides information about composting and hazardous waste disposal options.

Next Clinics

Friday, February 23, 2007
1:00 p.m. to 3:00 p.m. at the
Skagit PUD Aqua Hearing Room,
1415 Freeway Drive, Mount Vernon

Tuesday, March 27, 2007
7:00 to 9:00 p.m. at the
Sedro-Woolley Community Center
715 Pacific Street, Sedro-Woolley

Pre-registration is recommended for Septics 101. You can also request a copy of your septic system "As-Built", a map drawn by the septic system designer at the time of the system's completion after installation. It will be provided if available. To register, or for further information, contact the Skagit County Health Department at **360-336-9380**.

January 22, 2007

JAN 22 2007

Time: 2:10
Initials: aw

Mary-Grace Wallace, Co-Leader
Michelle Taylor, Leader
Trailblazers 4-H group
(360) 661-7460

**CITY COUNCIL AGENDA
REGULAR MEETING**

FEB 14 2007

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

Sedro-Woolley City Council
C/o Mike Anderson, Mayor

Re: Use of the Sedro-Woolley Community Center

Dear Council Members,

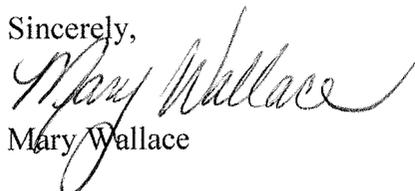
I am writing to you on behalf of the Trailblazers 4-H Club. We are interested in using the Sedro-Woolley Community Center on the first Wednesday of each month. This request comes to you because our original meeting place has incurred extensive flood damage and has not been available to us for our December or January meetings. We have not received a timeline as to when or if that building will be available for our use again.

There are approximately 25 members that are dedicated to working with their horses, dogs, and cats. No pets are involved in our Wednesday meetings. Members of the Trailblazers come from the Sedro-Woolley, Lyman, Hamilton, Concrete and Marblemount communities. We are striving to keep our meetings local to our respective communities.

If approved we would like to schedule use of the Community Center on the first Wednesday of every month from 6:30 to approximately 8:30 pm. If you have any questions or need additional information please do not hesitate to call me at (360) 661-7460.

I appreciate your time and attention to this request. I look forward to hearing from you.

Sincerely,


Mary Wallace

Cc: Michelle Taylor, Leader Trailblazers 4-H
Amanda Proudfoot, WSU Extension Office

COMMISSIONERS
AL LITTLEFIELD, PRESIDENT
JIM COOK, VICE PRESIDENT
ROBBIE ROBERTSON, SECRETARY

OFFICERS AND STAFF
KEN KUKUK
GENERAL MANAGER
JULIA A. ANDERSON, AUDITOR
MARK E. FREDLUND, TREASURER

GREGORY J. PETERKA
ENGINEERING MANAGER

PUBLIC UTILITY DISTRICT NO. 1

of
Skagit County

1415 FREEWAY DRIVE • MOUNT VERNON, WASHINGTON 98273-2492
P.O. BOX 1436 • MOUNT VERNON, WASHINGTON 98273-1436
PHONE (360) 424-7104 • FAX (360) 416-0352

February 7, 2007

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007

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

Mike Anderson, Mayor
Sedro-Woolley City Council
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley WA 98284

RE: Hansen/Thomas Creek Water Pipeline Project

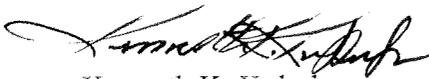
Dear Mayor Anderson and City Council Members:

The Commission of Public Utility District No. 1 of Skagit County has scheduled a work session/community meeting for February 20, 2007, at the Sedro-Woolley Community Center at 6:00 PM to present information regarding revisions to the District's pipeline project.

We respectfully request that the fee for use of the room be waived, as this is a community meeting affecting residents in the Mosier, Grip and Bassett Road areas of Sedro-Woolley.

If you have questions or require additional information, please don't hesitate to contact me.

Cordially,



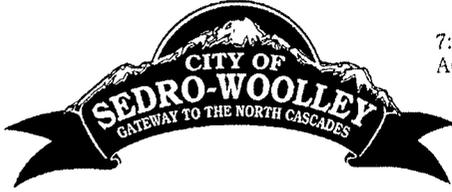
Kenneth K. Kukuk
General Manager

kac

cc: PUD Commission

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007



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

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: Sewer Agreement with North Cascades Gateway Center
DATE: February 14, 2007

AGENDA PLACEMENT: Consent agenda.

ISSUE: Should the Council authorize the Mayor to sign the attached agreement with North Cascades Gateway Center which addresses surcharges as a result of their infiltration problems?

BACKGROUND: This is a continuation of prior agreements and includes a price reduction over the prior agreement as a result of improvements made to the North Cascades Gateway Center's infrastructure. Debbie Allen has reviewed the agreement and recommends its approval.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached agreement.

SANITARY SEWER AGREEMENT

This Agreement made and entered into this ____ day of February, 2007, 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 North Cascades Gateway Center, hereinafter referred to as the "Customer".

WHEREAS, the City operates a municipal sanitary sewer system, and

WHEREAS, the Customer is connected to the City's system, but as a result of significant infiltration problems at Customer's site, the City requires additional surcharges to effectively capture the rate of use by Customer, and

WHEREAS, the City and Customer desire to enter into an agreement by which the rate for sanitary sewer service is fixed for a period of time allowing Customer to repair its system to reduce or eliminate its infiltration problems,

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

1. **Rates.** The rate shall be established as follows:

A. The City will use the water meter reading for the various buildings as the basis for the amount of Sanitary Sewer billed.

B. The City will charge based upon the existing Sanitary Sewer Ordinance (Ord. No. 1295-98) with the following modifications:

(i). The rate for each 100 cubic feet of water used will be billed at 1.06 times the current rate established by ordinance. The multiplication factor of 1.5 will then be applied to the bill as Customer is currently outside of the City limits (i.e., $\$3.55 \times 1.06 = \$3.76 \times 1.5 = \$5.64$ per 100 cubic feet).

C. Customer will continue to maintain the flow meter currently located at the existing flow meter station for the duration of this Agreement. The results of the flow meter will be submitted to the City each month so the City may review the data to ensure that Customer is repairing its system to address the excessive infiltration.

D. Customer will continue to upgrade its sanitary sewer system to eliminate all infiltration into the City's system. Customer agrees to complete these repairs during the term of this Agreement.

E. Once repairs are complete and the City's Wastewater Supervisor certifies that Customer no longer continues excess flow from infiltration, the City will reduce the rate charged to the rate then in effect by ordinance.

2. **Duration.** This Agreement shall run from the date when it is approved and executed by both parties until December 31, 2007.

3. **Billing.** The City will bill each of the following three (3) agencies separately, under the terms of this Agreement: (A) the Center, (B) National Guard, and (C) the Regional Network.

4. **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.

5. **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 February, 2007.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

City Clerk

CUSTOMER: North Cascades Gateway Center

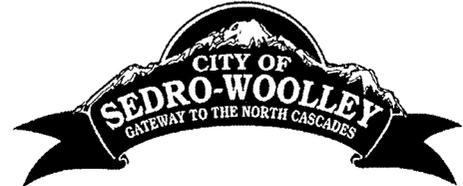
FEB 14 2007

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

CITY OF SEDRO-WOOLLEY

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

Memorandum



To: City Council

From: Eron Berg

Date: February 14, 2007

Re: Joint Purchasing Interlocal Agreement with Mount Vernon

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

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 Mount Vernon 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.

After Recording Return to:

CITY OF MOUNT VERNON FINANCE DEPARTMENT
ALICIA D. HUSCHKA
PO BOX 809
910 CLEVELAND AVENUE
MOUNT VERNON, WA 98273

THE PARTIES AGREE AS FOLLOWS:

INTERLOCAL JOINT PURCHASING AGREEMENT

BETWEEN

CITY OF MOUNT VERNON

AND

CITY OF SEDRO-WOOLLEY

THIS INTERLOCAL AGREEMENT is entered into under Chapter 39.34 RCW on this _____ day of _____, 2007 ___ between City of Mount Vernon, Washington, a political subdivision of the State of Washington ("Mount Vernon "), and City of Sedro Woolley, Washington, a political subdivision of the State of Washington ("Sedro Woolley").

1. PURPOSE:

The parties desire to establish a procedure for making joint purchases so that each party may acquire goods and services upon more favorable terms and conditions. This Interlocal Agreement will provide the framework and authority by which particular joint purchases may hereafter be made.

2. RESPONSIBILITIES:

2.1 Sedro Woolley, in contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes Mount Vernon to place orders for such goods and services under the same contract, to the extent permitted by law and to the extent agreed upon between the parties and vendors. Likewise, Mount Vernon, in contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes Sedro Woolley to place orders for such goods and services under the same contract, to the extent permitted by law and to the extent agreed upon between the parties and vendors. Any contract for the purchase of goods and services made by Sedro Woolley prior to the execution of this agreement may be extended to include Mount Vernon with the concurrence of the vendor. Any contract for the purchase of goods and services made by Mount Vernon prior to the execution of this agreement may be extended to include Sedro Woolley with the concurrence of the vendor. Pursuant to RCW 39.34.030 (5) (b) any statutory obligation to provide notice for bids or proposals that applies to the parties shall be satisfied if the party that awarded the bid, proposal, or contract complied with its own statutory requirements and posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.

2.2 Neither party shall be responsible to the other for the performance or nonperformance of contracts by vendors.

2.3 In making purchase contracts hereunder, the original contracting party shall be obligated only to comply fully with the legal requirements applicable to its own purchase. It shall be the obligation of the party seeking to place additional orders under the same contract to be certain that legal requirements applicable to that jurisdiction have been met.

2.4 Each party shall have the right to contract independently for the purchase of any goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, with or without notice to the other party. PROVIDED, that nothing in the two preceding sentences shall impair existing or pending joint purchases of the parties.

3. TERM OF AGREEMENT:

This Agreement shall take effect immediately and shall continue in effect until terminated.

4. MANNER OF FINANCING:

This Agreement shall not require financing as neither party shall be responsible to the other for the performance or nonperformance of purchasing contracts entered into by the other party.

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

5.1 Mount Vernon's representative shall be the Public Works Director.

5.2 Sedro-Woolley's representative shall be the Public Works Director.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. 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 agrees 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 either party by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph; PROVIDED, that termination shall not affect or impair joint purchases of the parties that are agreed to on or before the date of termination.

9. 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.

10. 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.

11. 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.

12. OTHER PROVISIONS:

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day
of _____, _____.

APPROVED:

CITY OF MOUNT VERNON

CITY OF SEDRO WOOLLEY

Bud Norris
Mayor

Mike Anderson
Mayor

Attest:

Alicia D. Hushcka
Finance Director

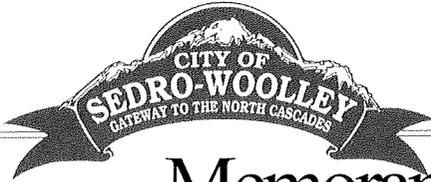
Patsy Nelson,
Clerk-Treasurer

Approved as to form:

Approved as to form:

Kevin Rogerson
City Attorney

Eron Berg
City Attorney



Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007

To: Rick Blair, Mayor Anderson and City Council

From: Leo Jacobs, Solid Waste Division

Date: 2/8/2007

Re: Grant for Solid Waste Division

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

Issue: The Solid Waste Division would like to accept a \$105,000 two-year grant from the Department of Ecology. The match will come from existing budgeted line items such as the ERR Fund.

Background: The Solid Waste Division was able to obtain a grant for equipment and to help with a recycling truck for recycling, yard waste and food waste at the Upper Skagit Indian Tribe and for our local commercial businesses for food waste. This is a two-year grant. We will be implementing these new programs over the next two years.

Recommendation: Authorize the Mayor to sign the attached contract with the Department of Ecology.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

January 18, 2007

Mr. Leo Jacobs
City of Sedro-Woolley
315 Sterling Street
Sedro-Woolley, WA 98284

Re: Coordinated Prevention Grant Offer

Dear Leo:

Based on the merits of your application, the Department of Ecology will provide up to \$25,000 in matching funds. If you find this grant agreement satisfactory, please have both copies signed by the appropriate authorized official and returned to this office. Cullen Stephenson, Program Manager for the Solid Waste and Financial Assistance Program, will then sign both copies and we will send an executed copy to you for your records.

The Department of Ecology may withdraw the grant offer if the signed agreement is not returned to me within 45 days.

Please contact me at (425) 649-7266 or e-mail ejoh461@ecy.wa.gov, if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Emma Johnson".

Emma Johnson
Washington State Department of Ecology
Solid Waste & Financial Assistance Program

Enclosures
c: Grant File



STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF SEDRO-WOOLLEY

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as ECOLOGY, and the City of Sedro-Woolley, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION: City of Sedro-Woolley
MAILING ADDRESS: 315 Sterling Street
CITY, STATE, ZIP: Sedro-Woolley, WA 98284

RECIPIENT GRANT COORDINATOR: Leo Jacobs
TELEPHONE: 360-855-1884
FAX: 360-855-9024
E-MAIL: leepnleo@fidalgo.net

RECIPIENT BILLING/INVOICE COORDINATOR: Leo Jacobs
TELEPHONE: 360-855-1884
FAX: 360-855-9024
E-MAIL: leepnleo@fidalgo.net

ECOLOGY GRANT OFFICER: Emma Johnson
TELEPHONE: 425-649-7266
FAX: 425-649-7098
E-MAIL: ejoh461@ecy.wa.gov

FUNDING SOURCE	Local Toxics Control Account
(Phase One) MAXIMUM ELIGIBLE COST	\$ 33,333
(Phase One) STATE GRANT SHARE	\$ 25,000
(Phase One) LOCAL SHARE	\$ 8,333
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-6001276

For the purpose of this agreement, the RECIPIENT will be allowed to match the state grant share with cash and interlocal in-kind costs in accordance with application instructions.

This multi-phase off-set cycle agreement is effective on **January 1, 2007**. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the RECIPIENT. This agreement shall expire no later than **December 31, 2008**.

MULTI-PHASE OFF-SET CYCLE SCOPE OF WORK

The project(s) set forth below summarize the RECIPIENT's budget(s) tracked by category, maximum eligible cost, goals and expected outcomes, activities with timeline, method of evaluation, and estimated total project cost. * The estimated total project cost is for grant officer information only; it will not be used for budget tracking purposes.

Phase One consists of work performed with funding that is currently available; Phase Two is an expanded scope of work and budget that will be added in the second year. Ecology cannot *reimburse* Phase Two work until this agreement is formally amended, however the RECIPIENT can itemize Phase Two expenses on payment requests submitted to ECOLOGY during the first year of the grant.

Recipient Responsibilities: The RECIPIENT is responsible for implementing activities identified in the local Comprehensive Solid Waste Management Plan and the Hazardous Waste Management Plan.

PHASE ONE

A. **CATEGORY:** Waste Reduction and Recycling

MAXIMUM ELIGIBLE CATEGORY COST **CPG OFF-SET:** \$ 33,333

1. **PROJECT TITLE:** Project (R. O. D.) Recycling and Organics Diversion

Maximum Eligible Project Cost: \$ 33,333

Summary Description: This project will plan for a co-mingled residential and commercial recycling program for the Upper Skagit Indian Tribe and a commercial food waste recycling program for the City of Sedro-Woolley and the Sedro Woolley School District. Phase I of the grant will ensure the proper food waste permitting for the program at Skagit Soils and produce a plan for financial sustainability after the close of the grant. The RECIPIENT may purchase equipment related to the project. *Note: CPG funds will not pay for the private permitting of Skagit Soils, rather funds shall be used for the RECIPIENT to coordinate with the Health Department and Skagit Soils.*

Goal Statement: This project will create a recycling program for the Upper Skagit Indian Tribe by providing co-mingled recycling and yard waste services for both residential and commercial customers on the reservation. This project will also break new ground to start a new commercial food waste pilot program in the City of Sedro-Woolley. Being the first in the county to offer such a program, this should spur other public and privates to offer the same services in other parts of Skagit County.

Outcome Statement: The RECIPIENT will produce a plan and ensure proper permits for implementing a co-mingled recycling program for the Upper Skagit Tribe and for a commercial food-waste program in the City of Sedro-Woolley and the Sedro-Woolley School District. (see phase II outcomes for diversion outcomes)

Work Plan and Activities with Timeline:

The following work plan will be completed during the grant cycle:

Activity	Timeline
Secure permits and produce plan for financial sustainability	Jan 2007- Dec 2007
Capital purchase: automated truck	Phase II
Capital purchase: 68 gallon containers	Phase II
Implementation of co-mingled recycling and Yard waste service	Phase II
Evaluation	Phase II

Method of Evaluation: The RECIPIENT will collect the following information and report it to ECOLOGY:

- Copies of the food waste permits and financial plans completed by the RECIPIENT

* **Estimated (Total) Project Cost:** see phase II

PHASE ONE BUDGET CPG-OFFSET (174/H32):	\$ 33,333
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Phase Two is considered future funding and will fund the remaining grant award or state grant share. *Phase Two Funding for this project is contingent on completion of Phase I.*

The RECIPIENT is **not obligated** to complete work performed in Phase Two unless funding for the CPG Program becomes available in 2008, and ECOLOGY amends this agreement to include Phase Two funding. The purpose of the amendment to this agreement is to add funding for Phase Two projects using unspent money from the statewide regular grant cycle.

PHASE TWO

A. CATEGORY: Waste Reduction and Recycling

MAXIMUM ELIGIBLE CATEGORY COST CPG OFF-SET: \$ 120,000

1. PROJECT TITLE: Project (R. O. D.) Recycling and Organics Diversion

Maximum Eligible Project Cost: \$ 120,000

Summary Description: The RECIPIENT will purchase equipment, such as a new automated truck and containers to implement the co-mingled program with the Upper Skagit Tribe.

That same equipment will be used to create a commercial food waste program in the City of Sedro-Woolley with the Sedro-Woolley School District and Skagit Soils as a partner.

Goal Statement: This project will create a recycling program for the Upper Skagit Indian Tribe by providing co-mingled recycling and yard waste services for both residential and commercial customers

on the reservation. This project will also break new ground to start a new commercial food waste pilot program in the City of Sedro-Woolley. Being the first in the county to offer such a program, should spur other public and privates to offer the same services in other parts of Skagit County.

Outcome Statement: The RECIPIENT will divert 40 tons of recyclables in the first year. The program will target 60 residential and commercial customers with the Upper Skagit Tribe.

The commercial food waste pilot program in the City of Sedro-Woolley will start by diverting food waste from the Sedro-Woolley school district that is approximately 4,300 students. That will divert 2 tons from going to the landfill. Ultimately, the project will reach 30 commercial food waste customers in the City of Sedro-Woolley.

Work Plan and Activities with Timeline: see above

Method of Evaluation: The RECIPIENT will collect the following information and report it to ECOLOGY in the Final Performance Analysis:

- Tonnage diverted from the landfill through this program.

* **Estimated (Total) Project Cost:** \$ 343,650

PHASE TWO BUDGET CPG-OFFSET (174/H32):	\$ 120,000
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COMMUNICATION

ECOLOGY's regional grant officer (grant officer) will contact the RECIPIENT grant coordinator as needed to monitor progress toward goals and check consistency with Work Plans and Timelines. It is the responsibility of the RECIPIENT to contact his or her grant officer with any other questions or concerns regarding the grant. Grant officers are available to provide technical assistance at any time during the grant cycle.

BILLING AND REPORTING

A payment request consists of Forms A-19, B2, C2 and a progress report. Unless stated otherwise in this agreement, the RECIPIENT must submit a payment request (with a progress report) at least quarterly, but no more often than once per month.

ECOLOGY may require additional voucher support documentation to be submitted with each payment request. The RECIPIENT must keep record of supporting documents in accordance with the requirements outlined in the most recent revision of Administrative Requirements for Recipients of Ecology Grants and Loans and make these documents available to ECOLOGY staff upon request.

The RECIPIENT must also complete and submit a Final Performance Analysis (FPA) including the effectiveness of the approaches used and any lessons learned. The FPA must be submitted with the final payment request, unless instructed otherwise by ECOLOGY. The final payment request and the FPA are due **February 15, 2009** for Multi-Phase Off-Set Cycle grants.

MULTI-PHASE OFF-SET CYCLE CPG BUDGET

CATEGORY (TOTAL CATEGORY COST)	TOTAL CATEGORY COST:CPG OFFSET PHASE 1 (174/H32)
CATEGORY A- Waste Reduction and Recycling (\$ 33,333)	
1. Waste Reduction and Recycling- Project (R. O. D.) Recycling and Organics Diversion	\$ 33,333
TOTAL MAXIMUM ELIGIBLE COST	\$ 33,333

(PHASE ONE) FUND SOURCE: CPG OFF-SET (174/H32)

(Phase One) Maximum Eligible Cost:		\$ 33,333
FUND	GRANT PERCENT (%)	STATE GRANT SHARE
Local Toxics Control Account (LTCA)	75 %	\$ 25,000
MATCH REQUIREMENT	MATCH PERCENT (%)	LOCAL SHARE
Cash Match or Interlocal Costs	25 %	\$ 8,333

ADDITIONAL BUDGET CONDITIONS

1. Off-Set Cycle funds were awarded from a competitive process. Budget Redistribution is conditional. For consideration the RECIPIENT must submit a request in writing for a change in scope or budget redistribution, which will be evaluated by ECOLOGY. This request shall include elements in Section 6 Project Information Form in the application package. If the request is approved then a formal amendment is required.
2. Overhead is eligible at the maximum rate of 25 percent of salaries and benefits for time devoted specifically to projects outlined in this agreement.

3. The RECIPIENT contact for billing and invoice questions is:

RECIPIENT BILLING/INVOICE COORDINATOR: Leo Jacobs
TELEPHONE: 360-855-1884
FAX: 360-855-9024
E-MAIL: leepnleo@fidalgo.net

4. Grant payments should be made payable to: City of Sedro-Woolley

5. Grant payments should be mailed to this address:

JURISDICTION: City of Sedro-Woolley
ATTN. TO:
MAILING ADDRESS: 720 Murdock Street
CITY, STATE, ZIP: Sedro-Woolley, WA 98284

SPECIAL TERMS AND CONDITIONS

A. INTERLOCAL AGREEMENTS

If parties other than the RECIPIENT are contributing to the local share of project costs, memoranda of understanding or other written agreements confirming the contribution must be negotiated. These agreements must specify the exact work to be accomplished and be signed by all parties contributing to the local match of this project. Copies of these agreements shall be submitted to ECOLOGY.

B. PROCUREMENT AND CONTRACTS

1. The RECIPIENT shall follow their standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must comply with the "Standards for Competitive Solicitation", found in the most recent revision of Administrative Requirements for Recipient's of Ecology Grants and Loans.
2. Following execution, at the request of ECOLOGY, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY.
3. The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if it used contracts entered into prior to the execution of the grant agreement for performance of grant funded activities.

C. SEPA COMPLIANCE

To ensure that environmental values are considered by the state and local government officials when making decisions, the RECIPIENT shall comply with the provisions of the State Environmental Policy

Act (SEPA), Chapter 41.23C RCW, and the SEPA Rules, Chapter 197-11 WAC. Copies of the SEPA documents shall be sent to:

ECOLOGY's Environmental Review and Transportation Section
P.O. Box 47703
Olympia, WA 98504-7703

D. WETLANDS PROTECTION

To comply with the directive of Executive Order 90-04, Protection of Wetlands, all local governments are requested and encouraged to make all of their actions consistent with the intent of this executive order; specifically, (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetlands, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.

E. FAILURE TO COMMENCE WORK

ECOLOGY reserves that right to terminate this agreement in the event the RECIPIENT fails to commence work on any of the projects funded herein within six (6) months after the effective date.

F. PROJECT INCOME

Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as required by ECOLOGY's Administrative Requirements for Recipient's of Ecology Grants and Loans.

G. GRANT REPORTING

The RECIPIENT, in conjunction with submission of payment requests, or at the request of the grant officer, shall prepare Progress Reports and submit them to ECOLOGY. The RECIPIENT must also complete and submit a Final Performance Analysis (FPA).

H. PROMOTIONAL AND EDUCATIONAL MATERIALS

A copy of all promotional and educational materials developed as part of this agreement shall be submitted to ECOLOGY concurrent with public distribution. ECOLOGY shall have the right to use any printed materials developed as part of this agreement in any manner ECOLOGY deems appropriate. The Washington State Department of Ecology will be acknowledged for providing funding in all published material and oral presentations that result from this agreement.

I. AMENDMENTS AND MODIFICATIONS

No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement; *except* a letter of amendment will suffice to redistribute the budget without increasing the total maximum eligible cost or to change ECOLOGY's grant officer or the RECIPIENT's grant coordinator or to extend the period of performance as set forth in this grant agreement.

- J. It is not mandatory for the RECIPIENT to abide by Part J of the Special Terms and Conditions; however, it is highly encouraged.

MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize ECOLOGY's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

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

No contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of these goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications may take the following affirmative steps in any procurement initiated after the effective date of this agreement:

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

The RECIPIENT may report to ECOLOGY payments made to qualified firms at the time of submitting each invoice and on forms provided by ECOLOGY; the information should include:

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

K. ALL WRITINGS CONTAINED HEREIN

This agreement, the appended "General Terms and Conditions", and ECOLOGY's Administrative Requirements for Recipient's of Ecology Grants and Loans, contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereby execute this Grant Agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF SEDRO-WOOLLEY

Cullen D. Stephenson
Program Manager
Solid Waste and Financial Assistance

Date

Authorized Official

Date

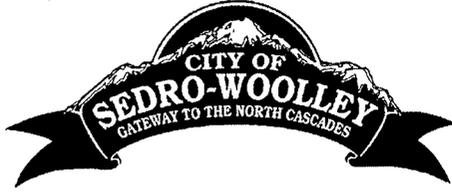
Print Name of Authorized Official

APPROVED AS TO FORM ONLY
Assistant Attorney General

Title

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007



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: Hodgin Street Right-of-Way
DATE: February 14, 2007

ISSUE: Should the Council authorize the Mayor to sign an Agreement for Conveyance of Hodgin Street Right-of-Way and to accept the conveyance of Hodgin Street?

BACKGROUND: The survey is complete and the school is ready to deed the Hodgin Street right-of-way to the City pursuant to the attached agreement. The only unusual feature of this conveyance is that the School is retaining a reversionary interest in the right-of-way in the event the City stops using it for public purposes.

RECOMMENDATION: Motion to authorize the Mayor to sign an Agreement for Conveyance of Hodgin Street Right-of-Way with the School District and to accept the conveyance of Hodgin Street.

AGREEMENT FOR CONVEYANCE OF HODGIN STREET RIGHT-OF-WAY

1. Parties.

Pursuant to RCW 39.33.010 and .020 The Sedro-Woolley School District No. 101 (“District”) and the City of Sedro-Woolley, a Washington Municipal Corporation (“City”) hereby agree as follows:

2. Background and Agreement

- A. The City originally adopted the Cook-Trial sub-area transportation plan to provide public access between Rhodes Road, SR-20, Trail Road, and Cook Road. At the time the plan was adopted, this area was characterized by commercial and residential use, and by public recreational fields. Subsequent to adoption of the sub-area plan, the District purchased the bulk of the residential property for use as a school site in the future. This purchase required the City to modify its plans for a transportation network, first, to avoid negatively impacting the District properties, and second, to provide transportation access to the planned District facilities.
- B. As part of the realignment of the roadway, the City purchased and obtained commitments from adjacent owners to provide alternative right-of-way for \$180,000 to facilitate the District’s plans.
- C. The District acquired Hodgin Street at the time that it acquired other property for development. Hodgin Street is subject to other easements, and while it provides necessary access to District property, its ownership as a private road has inherent risks and obligations to the District, which the District can avoid by conveying the Hodgin Street right-of-way to the city.
- D. The District has not completed any SEPA process for the expansion of its recreational fields East of Janicki fields, nor for the construction of additional planned school faculties.
- E. The District has not established a time-line for the construction of school facilities within the sub-area.
- F. Hodgin Street and the anticipated connection to the Cook/SR-20 arterial will provide part of the necessary public transportation access for future expansion of the recreational fields and the construction of additional school facilities in the area between Cook Road, Trail Road, and SR-20.
- G. The complete impact of transportation and utility needs for school facilities on City infrastructure cannot be calculated until completion of a traffic study in conjunction with a complete application. The District is not prepared to proceed with an application at this time.
- H. Immediately upon conveyance of the Hodgin Street right-of-way from the District to the City, the City shall allow public use of the right-of-way as a city road and shall maintain it as such.

4. Mutual Benefit. The parties find that the following conditions provide mutual benefit from the conveyance of Hodgin Street right-of-way from the District to the City:

- A. The conveyance of Hodgin Street right-of-way from the District to the City will provide public access to District property, mitigate the impacts of present and future District projects on the public transportation network, relieve the District of the burden and liability of maintaining public access, and is likely required for future development of District property, in any event.
The benefit to the District of having public transportation and utility access to its land per the terms of this agreement eliminates the need for the District to continue to own Hodgin Street as a private roadway.
- B. The City receives benefit from acceptance of this right-of-way through the completion of an element in its Cook-Trail Sub-Area Transportation Plan. This right-of-way will connect to planned corridors connecting SR20 and Cook Road, which will be used for future District access to its property, for safe bus transportation of students, and for public safety.

5. Conveyance. For the benefits described herein the District agrees to convey to the City the road right-of-way described on the attached Quit Claim Deed and which is depicted on the sketch attached thereto, for purposes of public road and utility right-of-way.

6. Acceptance. The City agrees to accept on the foregoing terms the conveyance referred to above for use as a public street and utility right-of-way, and to maintain Hodgin Street as a public street as a condition of this conveyance. The City accepts the conveyance in fee simple, subject to a reversionary clause benefiting the District if the right-of-way ceases to be used as a public street and utility right-of-way.

Dated this ____ day of _____, 2007.
Sedro-Woolley School District No. 101

By: _____

City of Sedro-Woolley, a Washington
Municipal Corporation

By: _____

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me _____ to me known to be the _____ of the Sedro-Woolley School District No. 101 described herein, and who executed the within and 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 corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2007.

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 _____ to me known to be the _____ of the City of Sedro-Woolley described herein, and who executed the within and 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 corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2007.

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

QUIT CLAIM DEED

The Grantor, **Sedro-Woolley School District No. 101**, Pursuant to and subject to that certain AGREEMENT FOR CONVEYANCE OFF HODGIN STREET Right-of-Way, a copy of which is attached hereto, and not for monetary consideration, conveys and quit claims to the **City of Sedro-Woolley**, a Washington Municipal Corporation, the following described real estate (the "Property") situated in the County of Skagit, State of Washington:

The portion of the Northwest ¼ of the Southeast ¼ Section 23, Township 35 North, Range 4 East, W.M., more particularly described as follows:

Commencing at the Southwest corner of said Northwest ¼ of the Southeast ¼ said Section 23; thence North 89 degrees 10'26" East along the South line of said Northwest ¼ of the Southeast ¼, 565.32 feet to the true point of beginning; thence continuing North 89 degrees 10'26" East, 751.36 feet to the West right of way line of Trail Road; thence North 00 degrees 24'43" West along said West right of way line, 40.00 feet; thence South 89 degrees 10'26" West, 614.72 feet to a point of curvature; thence along the arc of a curve to the left having a radius of 215.00 feet through a central angle of 13 degrees 51'43" and an arc distance of 52.02 feet to a point of tangency; thence along said tangent South 75 degrees 18'42" West, 77.51 feet; thence South 00 degrees 11'46" East, 15.17 feet to the true point of beginning.

This conveyance is for purposes of providing public right of way, drainage and utilities only, and not for purposes of constituting a separate building lot. In the event the Property ceases to be used for public right of way, drainage and utility purposes, ownership shall revert to Grantor or Grantor's successors in interest.

DATED this _____ day of _____, 2007.

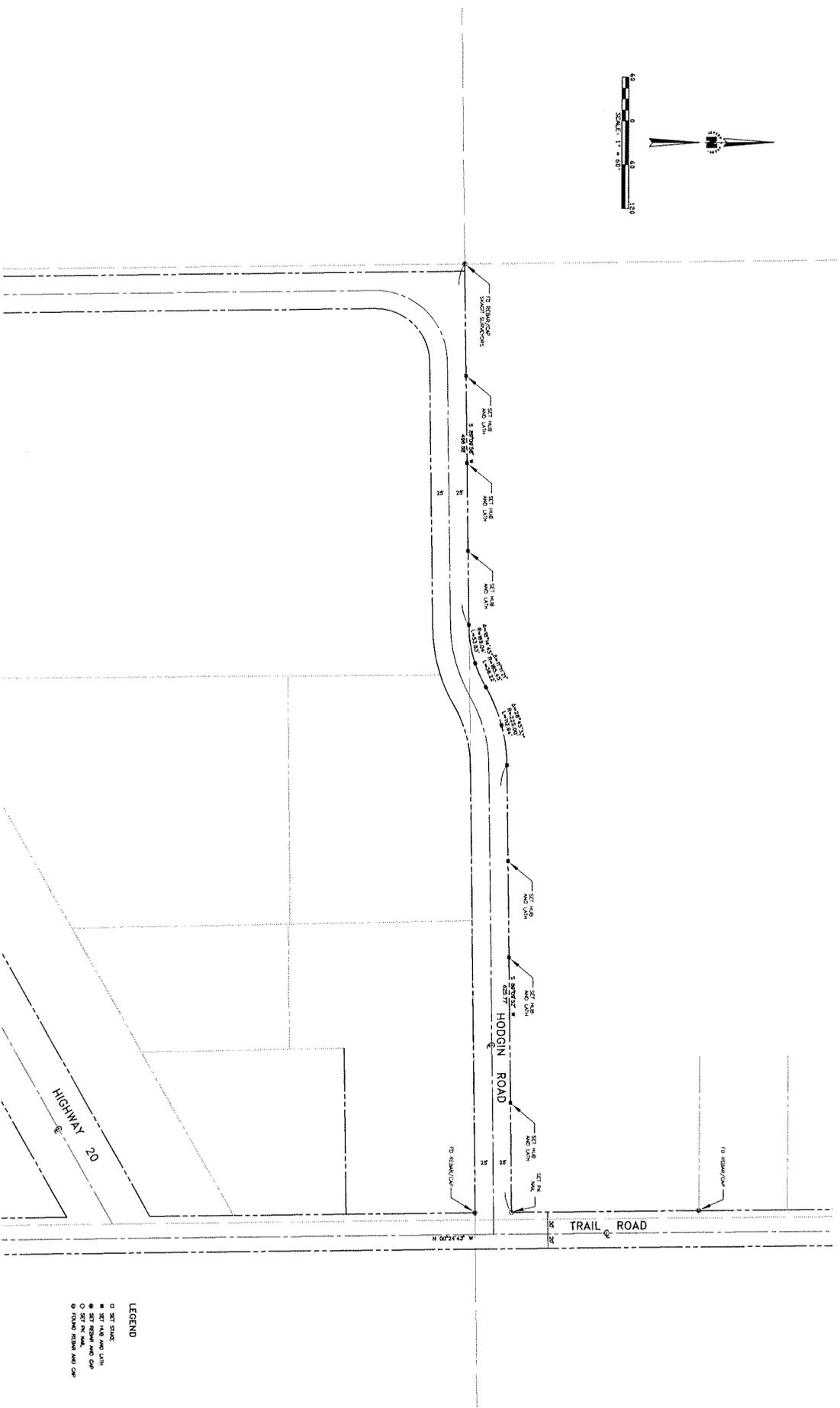
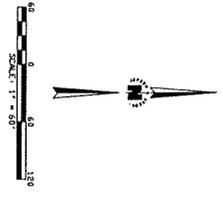
SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101

By _____

Title: _____

Attest:

Clerk of the Board



- LEGEND**
- D SET STAKE
 - M SET HIGH AND LOW
 - O SET FOR MARK
 - P FOUND BEAM AND CAP

R **RONALD T. JEPSON & ASSOCIATES**
 REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS
 222 GRAND AVE., SUITE C, BELLEVUE, WASHINGTON 98005 TEL: (206) 333-5769 FAX: (206) 333-8833

SCALE	AS SHOWN
DATE	1/24/07
PROJECT	HOJGIN ROAD NORTH SIDE STAKING
CLIENT	ROB JANICKI

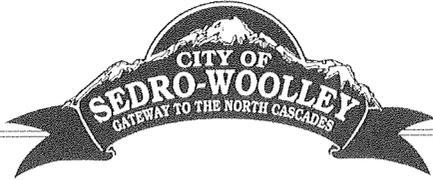
NO. 1	1/24/07
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HOJGIN ROAD NORTH SIDE STAKING
 SEDRO-WOOLLEY RETAIL CENTER
 SEDRO-WOOLLEY, WASHINGTON

CLIENT:
ROB JANICKI

08050
 1
 OF 1



CITY COUNCIL AGENDA
REGULAR MEETING

SUBJECT: PUBLIC COMMENT

FEB 14 2007

Name:
Address:
Narrative:

7:00 PM. COUNCIL CHAMBERS
AGENDA NO. 7

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

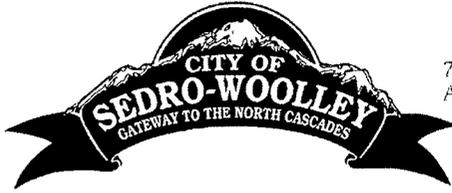
Name:
Address:
Narrative:

UNFINISHED BUSINESS

NEW BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007



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

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: Revisions to SWMC 9.46 criminalizing repeated violations of the noise ordinance
DATE: February 14, 2007

ISSUE: Should the Council approve the attached ordinance which adds a criminal penalty for repeat offenders of the City's noise ordinance?

BACKGROUND: SWMC 9.46 currently penalizes violators of the noise ordinance with increasing fines for the first, second and third violations. The fourth and subsequent violations are assessed the same fine as the third violation.

The monetary fine alone does not appear to be effective in deterring repeat offenders' conduct. As a result, the Police Chief, Prosecutor and I met and discussed alternatives: this amendment to SWMC 9.46 seems to be the most effective mechanism deterring repeated violations of the noise ordinance.

RECOMMENDATION: 1st reading only: Motion to place on the February 28, 2007 agenda as an action item.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SWMC 9.46 MAKING REPEATED VIOLATIONS OF THE PUBLIC
DISTURBANCE NOISE ORDINANCE A CRIME

Whereas, SWMC 9.46 defines public disturbance noise and establishes penalties for the commission of prohibited acts, and

Whereas, SWMC 9.46.040 establishes those penalties to include civil infractions in an increasing amount for repeated violations, and

Whereas, the City Council desires to make the fourth and subsequent violations of the public disturbance noise ordinance within one year crimes,

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

Section 1. SWMC 9.46 is amended to include the following new section:

9.46.050 Repeated violations are crimes.

Any person, firm or corporation who violates any of the provisions of this chapter more than three times in any twelve month period of time shall have committed a crime which shall be punishable as set forth in Section 9.86.010.

Section 2. SWMC 9.46.040C. is amended to read as follows:

9.46.040C. Upon a third violation, a fine of not more than five hundred dollars..

Section 3. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 4. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

Passed and approved this 28th day of February, 2007.

MAYOR

Attest:

City Clerk

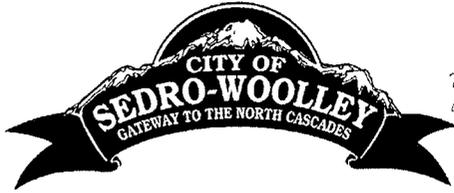
Approved as to form:

City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007

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



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: SRIP request to participate in additional funding
DATE: February 14, 2007

ISSUE: Should the Council authorize the Mayor to sign an interlocal agreement with Mount Vernon regarding sharing costs for Dr. Hromadka to review the work of PIE?

BACKGROUND: The SRIP continues its work to address the FEMA flood mapping process. The City helped pay for the PIE studies related to this matter; this additional request is for another consultant to review the work of PIE.

The Mayor has not voted or indicated to the SRIP that the City will share in this cost. The initial request was for equal participation with Burlington, Mount Vernon and Dike District 12 (which would make the contribution \$2,500 each). At the request of the Mayor, I indicated that Sedro-Woolley, if the Council opted to share the cost, would likely do so at a reduced level.

Attached for your information is the draft interlocal between Mount Vernon, Burlington and Dike District 12.

RECOMMENDATION: Motion to authorize the Mayor to sign an interlocal with Mount Vernon to share the costs of Dr. Hromadka's consulting in an amount not to exceed \$_____.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the CITIES OF BURLINGTON, MOUNT VERNON, AND SKAGIT COUNTY DIKE DISTRICT 12, and other governmental entities that later join this Agreement (collectively, the "Parties").

RECITALS

WHEREAS the Parties are public agencies as defined by Ch. 39.34 of the Revised Code of Washington, and may enter into interlocal agreements on the basis of mutual advantage to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

NOW THEREFORE, in consideration of the terms and provisions contained herein, the Parties agree as follows:

AGREEMENT

1. Purpose. It is the purpose of this Agreement to collectively pay for the engineering services needed to represent the Parties' interests in updating the Flood Insurance Rate Maps applicable throughout Skagit County.
2. Duration. This Agreement will take effect on the last date entered under the signature blocks listed at the end of this Agreement. Unless terminated by any party in accordance with Section 8, Termination, this Agreement shall terminate on December 31, 2007. This Agreement may be extended by mutual written agreement of the parties.
3. Administration of Agreement. Mount Vernon will administer this Agreement to carry out its purpose. Mount Vernon, through an independent contractor, will provide the engineering services addressed in this Agreement, and will be responsible for compliance with all laws, rules, and regulations. A general description of these services is attached and incorporated as Exhibit A.
4. Payment. In consideration of this Agreement, each participating party will pay Mount Vernon a proportionate share for engineering services obtained by Mount Vernon.
 - 4.1 The proportionate share of each party shall be equal to the proportionate share of all other participating parties regardless of the party's population.
 - 4.2 The projected cost of services described in Exhibit A is \$10,000, which amount includes maximum allowable reimbursement expenses. There are currently three (3) parties that wish to participate in this Agreement. Therefore,

based upon the current estimate of the cost of services, and the number of parties currently participating in this Agreement, each party will contribute Two Thousand and One Hundred Dollars (\$3,333.33.)

4.3 The sum of \$10,000 is the maximum amount to be paid under this Agreement and shall not be exceeded without the prior written authorization of the Parties.

4.3 In the event additional Parties join this Agreement, the proportionate share of each party shall be reduced accordingly. In the event fewer Parties participate in this Agreement or a party or Parties terminate their participation, the proportionate share of each remaining participating party shall increase accordingly.

4.4 Mount Vernon will deliver an invoice to the participating Parties, which will be due and payable to Mount Vernon no later than forty-five (45) calendar days from the date of billing. Mount Vernon intends to commence engineering services on February 7th, 2007..

4.5 While it is recognized that some Parties may not be able to sign this Agreement before February 7, 2007 it is agreed that the Parties will benefit from the services provided as of February 7, 2007. Therefore, it is presumed that a party which enters and signs this Agreement agrees to pay for services performed as of February 7, 2007, regardless of the date of signing.

5. Termination.

5.1 *Termination by Notice.* Any participating party may terminate its participation in this Agreement by providing at least thirty (30) calendar day's prior written notice to all other participating Parties. The terminating party must pay the full share of fees due even if the terminating party does not use or benefit from those services. Except as provided in section 5.2, the termination of participation by a party shall not result in the termination of this Agreement with respect to the other Parties.

5.2 *Termination by Mutual Written Agreement.* This Agreement may be terminated at any time by mutual written agreement of a majority of the then participating Parties.

5.3 *Termination by Expiration of Term.* In any event, this Agreement will terminate one (1) year from its effective date unless otherwise extended by the parties.

5.4 *Distribution of Assets upon Termination.* It is not anticipated that any assets will be acquired as a result of participating in this Agreement. If, however, any assets are acquired with joint funds of the Parties, those assets will

be equally divided among the Parties at the asset's fair market value upon termination. The value of the assets shall be determined by using commonly accepted methods of valuation.

6. Miscellaneous.

6.1 *Amendments.* This Agreement may only be amended by mutual written agreement of the participating Parties.

6.2 *Severability.* If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

6.3 *Interpretation.* The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply. All parties to this agreement, inclusive of late-joining parties, are to be construed as a drafter of this Agreement.

6.4 *Ownership of Property.* Any property owned and used by Mount Vernon in connection with this Agreement shall remain the property of Mount Vernon, and any property owned and used by any other participating party shall remain the property of that party, unless otherwise specifically provided for in this Agreement.

6.5 *Notice.* All communications regarding this Agreement will be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice will become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or any other address if later specified in writing.

6.6 *Counterparts.* This Agreement may be entered into any number of counterparts which, when taken collectively, will constitute one entire agreement.

10. Ratification and Confirmation. All acts taken prior to the effective date of this Agreement that are consistent with the intent and purpose of same are hereby ratified and confirmed, retroactive to February 7, 2007.

11. *Recordation.* Each party shall record this agreement with its respective clerk. The City of Mount Vernon shall record this Agreement with the Skagit County Auditor.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

<p>BURLINGTON:</p> <p>CITY OF BURLINGTON</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>MOUNT VERNON:</p> <p>CITY OF MOUNT VERNON</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its <u>Mayor</u></p> <p>DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() - (telephone)</p> <p>() - (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() - (telephone)</p> <p>() - (facsimile)</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>SCOTT G. THOMAS</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>KEVIN ROGERSON</p>

	<p>DIKE DISTRICT 12:</p> <p>DIKE DISTRICT 12</p> <p>By: _____ <small>(signature)</small></p> <p>Print Name: _____</p> <p>Its _____ <small>(Title)</small></p> <p>DATE: _____</p>
	<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() - (telephone)</p> <p>() - (facsimile)</p>
	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>JOHN SHULTZ</p>

EXHIBIT “A” – GENERAL SCOPE OF SERVICES SCOPE OF WORK

Hydrology & Hydraulics Consultant - Ted Hromadka

An Independent Technical Review of Flood Frequency Analysis for the Skagit River at Concrete by Pacific International Engineering

Task 1: Review of Documentation

Consultant will review technical documentation prepared by Pacific International Engineering regarding the the development of the 100-year hydrograph at Concrete. The consultant will also review the USGS documentation used to support their estimate of the magnitude of the four unrecorded peak flood flows that occurred in 1897, 1909, 1917 and 1921.

Task 2: Meeting with SRIP technical staff and PI Engineering in Edmonds, Washington

Consultant will meet for one day to participate in a presentation and discussion of technical information associated with the development of the 100-yr hydrograph by PI Engineering. Prior to the meeting the Consultant will work with Albert Liou to formulate and agree on an agenda for the meeting.

Task 3: Meeting with Members of the SRIP

On the day following the technical meeting the Consultant will meet with Members of the SRIP and PI Engineering to discuss the review of documentation and technical discussions. The Consultant will be prepared to render a preliminary opinion of his observations.

Task 4: Report of Findings

The Consultant will provide a letter report of findings to the SRIP. The report will specifically address the accuracy of the Stewart estimates of the four unrecorded flood flow peaks and appropriateness of the use of the these flows in calculation of the magnitude of the 100-year flood hydrograph. The Report will include whether or not the elevations proposed by the US Army Corps of Engineers H&H (USACE) H & H are technically incorrect as this term is defined by FEMA pursuant to 44 CFR 59.1. Because scientific and technical correctness is often a matter of degree rather than absolute (except where mathematical or measurement error or changed physical conditions can be demonstrated), the Consultant will report on whether or not Pacific International Engineering’s H&H results in more correct estimates of base flood elevations as identified in FEMA’s regulations such as 44 CFR 67.6 (a).

**Total Not To Exceed Budget (including expenses):
\$10,000**

Work Product: Dr. Hromadka shall serve as the Parties consulting expert and all work done under this agreement is in anticipation of litigation. Dr. Hromadka serves as the Parties expert to acquire or develop facts and opinions in anticipation of litigation regarding the controversy of competing hydrology and hydraulics for the Skagit River. Specifically, the work requested shall be necessary in order to evaluate and advise the Parties as to the legal risk for its actions concerning possible administrative and judicial appeals of a determination by FEMA of the base flood elevations to the Skagit Valley.

CITY OF SEDRO-WOOLLEY

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

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007

To: Mayor Mike Anderson and City Council

From: Richard J. Blair, PE
Director of Public Works/City Engineer
Shane Walley, Supervisor
Public Lands Division



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

Date: February 9, 2007

Re: 2006 Sidewalk and Wheelchair Ramps Program – Amended Contract Amount

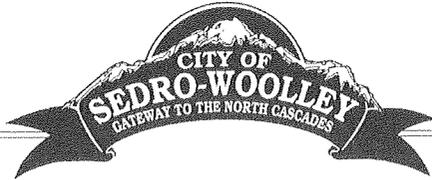
Background Information:

The City of Sedro-Woolley annually budgets for sidewalk and wheelchair ramp maintenance. In September the City went out to bid on all proposed projects and awarded the bid to Schwetz Construction Incorporated. Initially the contract was approved for \$46,000 including tax. Upon completing the project the actual product quantities were more than originally estimated - resulting in a \$24,614.03 difference then originally budgeted.

Schwetz Construction is a Sedro-Woolley based contractor who has done excellent work for the City of Sedro-Woolley on numerous occasions.

Recommended Action:

Authorize amended contract amount with Schwetz Construction Incorporated in the amount not to exceed \$70,614.03 including taxes.



CITY OF SEDRO-WOOLLEY

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

Memorandum

**CITY COUNCIL AGENDA
REGULAR MEETING**

FEB 14 2007

Date: January 25, 2007
To: Mayor Anderson and City Council
From: Staff
Subject: **Sterling Street and Township Sanitary Sewer Improvement Project
Contract Amendment**

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

Background Information:

Ram Construction has requested a contract amendment to allow them to bond for the project retainage.

Recommended Action:

Authorize the Mayor to accept the contract amendment and bond in place of the 5% retainage currently held by Banner Bank, Bellingham, WA.

REICHHARDT & EBE ENGINEERING, INC.
CONSULTING ENGINEERS

TRANSMITTAL

TO:	FROM:
Rick Blair, Director of Public Works	Jim Hobbs, P.E.
COMPANY:	DATE:
City of Sedro-Woolley	1-22-06
STREET:	TOTAL NO. OF PAGES INCLUDING COVER:
720 Murdock Street	4
CITY/STATE:	FAX NUMBER:
Sedro-Woolley	
RE:	PHONE NUMBER:
Sterling Street and Township Sanitary Sewer Improvements Project	

URGENT FOR REVIEW AS REQUESTED PLEASE REPLY PLEASE APPROVE

NOTES/COMMENTS:

Rick :

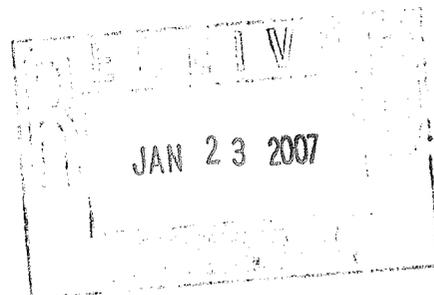
Enclosed please find Ram Construction's request for a contract amendment and bond. The amendment would allow for Ram to bond for the project retainage. Please review and contact me with comments.

Please contact me if you have any questions or require additional information.

Thank you,



James L. Hobbs, Jr., P.E.
REICHHARDT & EBE ENGINEERING, INC.





January 17, 2006

Jim Hobbs
Reichhardt & Ebe
PO Box 978
Lynden, WA 98264

Dear Mr. Hobbs,

I am writing to you and the City of Sedro-Woolley City Council to request a contract amendment to the Sterling Street and Township Sanitary Sewer Improvement project contract. We would like an amendment to allow for a release of retainage bond to be placed. We have included a retainage bond in the event our request is approved.

Thank you for considering our request.

Sincerely,

Wendy Hammes

RELEASE OF RETAINAGE BOND OF CONTRACTOR

Bond No. 104815512

KNOW ALL MEN BY THESE PRESENTS: That we Ram Construction General Contractors, Inc. (hereinafter called Principal), and Travelers Casualty and Surety Company of America a corporation organized and doing business under and by virtue of the laws of the state of Connecticut, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required and authorized by the State of Washington, (hereinafter called Surety), as Surety, are held firmly bound unto City of Sedro-Woolley, (hereinafter called Obligee) in the just and full sum of ONE HUNDRED SEVENTY-SIX THOUSAND THREE HUNDRED FORTY-TWO AND 75/100THS (\$176,342.75) plus 5% of any increases in the contract amount that have occurred or may occur, due to change orders, increases in the quantities of the addition of any new item of work

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, Whereas, the said Principal on the 2nd day of June, 2006, entered into a written contract with the said obligee for Sterling Street and Township Sanitary Sewer Improvement Project which said contract is hereby referred to and made a part hereof by reference.

WHEREAS, Pursuant to Chapter 60.28 RCW, the above named Principal has requested release of retained percentage earned or which may be earned under said contract, and,

WHEREAS, the obligee is willing to release retained percentage in advance of contract terms relating to payment provided the principal shall file bond to indemnify the obligee for all loss, cost or damages which the obligee may sustain by reason of payment of retainage to the principal, which bond shall be subject to all claims and liens in the same manner and same priority as apply to the retainage percentage released, or to be released,

NOW, THEREFORE, the condition of this obligation is such that if the principal shall indemnify the obligee for all loss, cost or damages which the obligee may sustain by reason of payment of retained percentage to the principal then this obligation shall be null and void unless otherwise to remain in full force and effect.

IN WITNESS WHEREOF, said principal and said Surety have caused these presents to be duly signed and sealed this 4th day of January, 2007.

Ram Construction General Contractors, Inc.

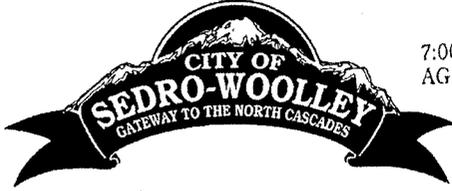
By: 
Principal

Travelers Casualty and Surety Company of America

By: 
Stacy Cutbirth
Attorney-in-Fact

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007



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

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: Tree Source plan to place restrictive covenant under portion of Jameson
DATE: February 14, 2007

ISSUE: No action requested – informational only.

BACKGROUND: TreeSource is working to obtain a “No Further Action” letter “NFA” from the Department of Ecology with regard to the contamination on its site in the City. Initially, TreeSource and DOE requested that the City place a restrictive covenant on Jameson street. Upon review by me (with the help of environmental attorney, Kim Johannessen), it was determined that the City should not/could not place such a restriction on the land as it is owned in fee to the centerline by the adjacent landowners.

DOE has indicated that it would issue its NFA to TreeSource if they place the restriction, but that the City be informed of the restriction as it does restrict the City’s ability to do work within its right of way. The covenant is attached.

RECOMMENDATION: None unless Councilmembers have concerns.

~~DRAFT~~

~~MODEL~~ RESTRICTIVE COVENANT

Page 1

RESTRICTIVE COVENANT

City of Sedro-Woolley, 100 Block of East Jameson Street

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by the City of Sedro-Woolley, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]:

1. Report titled "Decommissioning Status Report", prepared for Sedro-Woolley Lumber Co. (SWLC), Sedro-Woolley, WA, by Pegasus Professional Services Corp. (PPSC), Wilsonville, OR. [Project No. 8500], and dated May 19, 1993.
2. Report titled "Site Characterization Report", prepared for SWLC by PPSC [Project No. 8507], and dated August 2, 1993.
3. Report titled "Petroleum Impacted Soil Disposition Report", prepared for SWLC by DIRT, Inc., Salem, OR, and dated December 20, 1994.
4. Report titled "Phase II ESA Summary of Findings and Remediation Cost Estimate", prepared for WTD Industries, Beaverton, OR by Century West Engineering Corporation, Portland, OR, and dated June 10, 1998.
5. Report titled "Soil Investigation and Remediation

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~~MODEL RESTRICTIVE COVENANT~~

Page 2

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Report: TreeSource Industries, Inc. Lumber Mill, Sedro-Woolley, Washington", prepared for TreeSource Industries, Inc. (formerly WTD Industries), Portland, OR, by The IT Corporation (formerly EMCON), Bothell, WA. [Project 793674], and dated November 4, 1999.

6. Report titled "Former Sedro Woolley Lumber Mill, Quarterly Groundwater Sampling, April 2003" prepared for TreeSource Industries, Inc., Portland, OR, by EGR & Assoc., Inc. (EGR), Eugene, OR, and dated May 22, 2003.
7. Report titled "Former Sedro Woolley Lumber Mill, Quarterly Groundwater Sampling, July 2003" prepared for TreeSource Industries, Inc., Portland, OR, by EGR, and dated September 10, 2003.
8. Report titled "Former Sedro Woolley Lumber Mill, Quarterly Groundwater and Air Sampling, November 2003" prepared for TreeSource Industries, Inc., Portland, OR, by EGR, and dated December 19, 2003.
9. Report titled "Former Sedro Woolley Lumber Mill, Quarterly Groundwater Sampling, March 2004" prepared for TreeSource Industries, Inc., Portland, OR, by EGR, and dated March 30, 2004.
10. Report titled "Sedro-Woolley Lumber UST Vapor Extraction Program", prepared by Allan Mick Environmental Services, Scappoose, OR, for TreeSource Industries, Inc., Portland, OR, and dated May 12, 2004.
11. Report titled "Former Sedro Woolley Lumber Mill, Groundwater Sampling, May 2006", prepared by Allan Mick Environmental Services, Scappoose, OR, for TreeSource Industries, Inc., Portland, OR, and dated June 14, 2006.
12. Report titled "TreeSource Industries, Inc., Sedro Woolley Mill, Residual Health Risk", prepared by Environmental Health Management, Inc., Lake Oswego, OR, for TreeSource Industries, Inc., Portland, OR, and dated September 18, 2006.

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MODEL RESTRICTIVE COVENANT

Page 3

These documents are on file at Ecology's Northwest Regional Office (NWRO).

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of gasoline and BETX (Benzene, Ethylbenzene, Toluene, Xylene) which exceed the Model Toxics Control Act Method A Residential Cleanup Level(s) for soil and groundwater established under WAC 173-340-900.

The undersigned, City of Sedro-Woolley, is the fee owner of real property in the County of Skagit, State of Washington, which is subject to this Restrictive Covenant. The restricted portion of the property (hereafter "Property") is legally described as shown in Attachment A (*attach document containing map and legal description*) of this Restrictive Covenant and made a part hereof by reference.

City of Sedro-Woolley makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. The Property shall be used only for right-of-way uses

defined in and allowed under the City of Sedro-Woolley's zoning regulations codified in the [OFFICIAL NAME OF ZONING REGULATION] as of the date of this Restrictive Covenant.

2. No groundwater may be taken for any use from the Property.

3. The Property (see Attachment A) contains gasoline and BETX (Benzene, Ethylbenzene, Toluene, Xylene) contaminated soil and groundwater. The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by

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~~MODEL RESTRICTIVE COVENANT~~

Page 5

the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

MODEL RESTRICTIVE COVENANT
Page 6

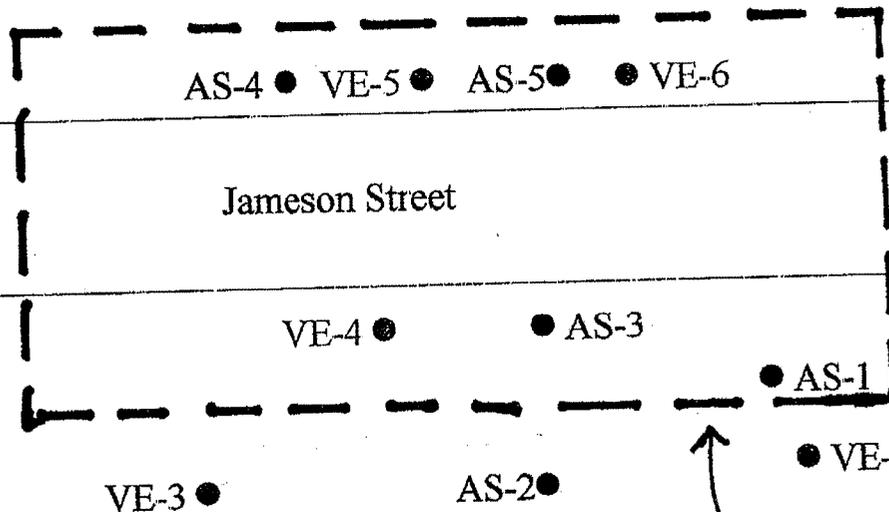
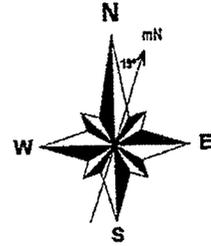
Mayor, City of Sedro-Woolley

[DATE SIGNED]

[NOTE: The Property Owner must have this Restrictive Covenant
notarized.]

Railroad Tracks

Former Fabrication Shop
Foundation



VE-3 ●

AS-2 ●

VE-2 ●

VE-1 ●

AS-1 ●

VE-4 ●

AS-3 ●

AS-4 ● VE-5 ● AS-5 ● VE-6 ●

Jameson Street

Remediation Building

"Property"

1 inch = 25 feet

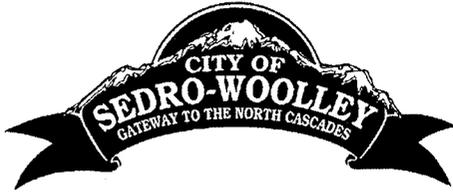
 **EGR & Associates, Inc.**
Engineers, Geologists and Surveyors
2535 B Prairie Road
Phone (541) 688-8322
FAX (541) 688-8087

Figure 1. Site Map
Former Sedro Woolley Lumber
Sedro Woolley, Washington

ATTACHMENT A

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 14 2007



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 11

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: Tree Source offer to purchase City owned land
DATE: February 14, 2007

ISSUE: Should the Council authorize the Mayor to sign the attached purchase and sale agreement and related closing documents?

BACKGROUND: TreeSource Acquisition Company, LLC, is in the process of selling its industrial land in the City. They have represented that the potential buyer wants them to own (and therefore be able to convey) the City owned parcel located between Fidalgo and Railroad Ave. Local appraiser David Parsons appraised that parcel at \$7,300.00. TreeSource has offered to purchase the parcel for \$7,300.00 net to the City.

RECOMMENDATION: If the Council desires to sell the parcel, a motion to authorize the Mayor to sign the attached purchase and sale agreement and related closing documents.

COPY

VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

1. **Date:** January 31, 2007 **MLS No.:** _____
2. **Buyer:** TreeSource Acquisition Company, LLC
3. **Seller:** City of Sedro Woolley
4. **Property:** Tax Parcel Nos.: Not assigned by Skagit County yet (Skagit County)
Street Address: City owned property located between vacated Fidalgo & Railroad Ave. Washington 98233
Legal Description: To be provided by Land Title Company
5. **Purchase Price:** \$7,300.00 (Seven Thousand Three Hundred and No/100 Dollars)
6. **Earnest Money:** (To be held by Selling Broker Closing Agent)
Personal Check: \$ _____
Note: \$500.00 Due within 10 days of mutual acceptance
Other (_____): \$ _____
7. **Default:** (check only one) Forfeiture of Earnest Money Seller's Election of Remedies
8. **Title Insurance Company:** Land Title Company, Burlington
9. **Closing Agent:** a qualified closing agent of Buyer's choice Land Title & Escrow
10. **Closing Date:** 03/30/2007 or sooner if mutually agreed
11. **Possession Date:** on Closing Other _____
12. **Offer Expiration Date:** 02/16/2007
13. **Counteroffer Expiration Date:** _____
14. **Addenda:** 22P(Ska Farm Dscl) 31(Earnest Mon.) 34(Addendum)
15. **Agency Disclosure:** Selling Licensee represents Buyer Seller both parties neither party
Listing Agent represents Seller both parties
16. **Subdivision:** The Property is subdivided must be subdivided on or before _____
 is not legally required to be subdivided
17. **Feasibility Contingency Expiration Date:** 10 days after mutual acceptance _____



Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____
2220 NW 84th Loop
Buyer's Address
Vancouver, WA 98665
City, State, Zip
360-891-9158
Phone _____ Fax _____

Buyer's E-mail Address _____
Brown-McMillen Real Estate 8604
Selling Broker _____ MLS Office No.
Jeff Ingman
Selling Licensee (Print)
360-757-6013 360-757-7208
Phone _____ Fax _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____
720 Murdock Street (Attn: Eron Berg, Attorney)
Seller's Address
Sedro Woolley, WA 98284
City, State, Zip
360-855-1661
Phone _____ Fax _____

Seller's E-mail Address _____
Not applicable
Listing Broker _____ MLS Office No.

Listing Agent (Print)

Phone _____ Fax _____

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- a. **Purchase Price.** Buyer agrees to pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds or gifts, except to the extent otherwise specified in this Agreement.
- b. **Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the Superior Court for the county in which the Property is located within 30 days of a party's demand for the Earnest Money (and deduct up to \$250.00 of the costs thereof) unless the parties agree otherwise in writing.
- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before Closing. Title shall be conveyed by a ~~Statutory Warranty Deed~~. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the ~~Statutory Warranty Deed~~ shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for a standard form owner's policy of title insurance, with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company. The Title Insurance Company is to send a copy of the preliminary commitment to both Listing Agent and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- e. **Closing.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, or legal holiday.
- f. **Possession.** Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession.
- g. **Closing Costs and Prorations.** Seller and Buyer shall each pay one-half of the escrow fee. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay them at Closing from money due, or to be paid by, Seller.
- h. **Sale Information.** The Listing Agent or Selling Licensee is authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale.

INITIAL
Quit Claim Deed

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 55
 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 56

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- i. FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- j. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Agent and the Selling Licensee as well as the orderly administration of the offer, counteroffer or this agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Receipt by Selling Licensee of a Seller Disclosure Statement, Public Offering Statement or Resale Certificate, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, shall occur on the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence of this Agreement.
- l. Facsimile or E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing.
- m. Integration.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller.
- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:

 - i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. Attorneys' Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer.** Buyer agrees to purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 107

 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 108

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- r. **Counteroffer.** Seller agrees to sell the Property under the terms and conditions of this Agreement. If Seller makes a counteroffer, Buyer shall have until 9:00 p.m. on the Counteroffer Expiration Date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. If no expiration date is specified for a counteroffer, the counteroffer shall expire at 9:00 p.m. 2 days after the counteroffer is delivered by the last party making the counteroffer, unless sooner withdrawn. 109-115
- s. **Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 116-121
- t. **Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. 122-128
- u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No. 17 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. BUYER SHOULD NOT RELY ON ANY ORAL STATEMENTS concerning this made by the Seller, Listing Agent or Selling Licensee. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. 129-139
- Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 140-144
- If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 17, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. 145-148
- v. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term 16. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 149-152
- w. **Property Condition Disclaimer.** Real estate brokers and salespersons do not guarantee the value, quality or condition of the Property. Some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing materials, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. In addition, some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Real estate licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property. 153-159

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 160
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 161



ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated January 31, 2007 1
between TreeSource Acquisition Company, LLC ("Buyer") 2
and City of Sedro Woolley ("Seller") 3
concerning Vacant land located between vacated Fidalgo and Railroad Avenues ("the Property") 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

Purchasers agree to pay "all closing costs" including title insurance, escrow fees, and state excise tax, so that 6
the net cash proceeds to the City of Sedro Woolley is \$7,300.00 7

At closing, title to property will be convey by Quit Claim Deed. 8

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 41

AGENT (COMPANY) Brown-McMillen Real Estate, Jeff Ingman 42

BY: _____ 43



Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 44
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 45

EARNEST MONEY PROMISSORY NOTE

_____ Sedro Woolley _____, Washington

FOR VALUE RECEIVED, TreeSource Acquisition Compan, LLC ("Buyer")
agree(s) to pay to the order of Land Title Escrow ("Broker")
the sum of Five Hundred and No/100 Dollars
(\$500.00), as follows:

- within 3 days following mutual acceptance of the Purchase and Sale Agreement.
- * within 10 days following mutual acceptance of the PSA.

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and Sale Agreement between the Buyer and City of Sedro Woolley ("Seller") dated January 31, 2007. Buyer's failure to pay the Earnest Money strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note.

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the balance due on this Note, the Buyer promises to pay reasonable attorneys' fees, and all court and collection costs.

Date: _____

BUYER _____ 

BUYER _____

* "On closing" or similar language is not recommended. Use a definite date.