

Next Ord: 1585-07

Next Res: 758-07

## 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

October 10, 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 wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

- a. Minutes from Previous Meeting
  - b. Finance
    - Claim Vouchers #61550 to #61663 for \$700,027.73 (Voided Warrant #61551)
    - Payroll Warrants #41101 to #41201 for \$209,855.31
  - c. Contract - EDASC Services for 2008
  - d. Professional Services Contract - Mark Christ for on-call architectural & design services
  - e. Interlocal Agreement - City of Sedro-Woolley and EMS for Basic Life Support (BLS) Automatic Mutual Aid
  - f. Contract - Cascade Job Corps for placement of work-based training students with City
4. Public Comment (Please limit your comments to 3-5 minutes)

### **PUBLIC HEARING**

5. Ordinance - 2008 Property Tax Levy (*1<sup>st</sup> Reading*)

### **UNFINISHED BUSINESS**

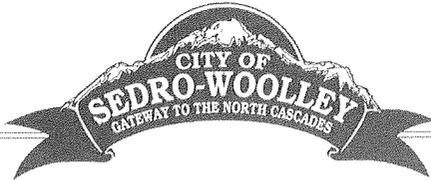
6. City Hall Update
7. F&S Grade Road/Highway 20 Update (*status unchanged*)
8. Proposed Ordinance Amendment for R-15 Zoning (*2nd reading*) modifying the required side setback requirements in the R-15 zoning district

### **NEW BUSINESS**

9. Contract - leadsonline services for remainder of 2007 and 2008
10. Evidence facility/off-site records storage project approval (design and specifications)

### **COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

### **EXECUTIVE SESSION/YES**



DATE: October 10, 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 October 10, 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.

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
September 26, 2007 – 7:00 P.M. – Community Center

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

Pledge of Allegiance

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

Consent Calendar

- Minutes from Previous Meeting (Including September 4 & 12, 2007 Work Session)
- Finance
  - Claim Vouchers #61433 to #61549 for \$225,186.58
  - Payroll Warrants #41000 to #41100 for \$161,601.37
- Waiver of Fees – Riverfront Park – SWSD – 2007/2008 School Year
- Street Closure Request – Leo's Pizza – October 20<sup>th</sup>, 2007

Councilmember Meamber moved to accept the consent calendar. Seconded by Councilmember Splane. Motion carried (7-0).

Special Award

Asst. Fire Chief Olson presented Doris Dissin, Kevin Doyle and Marty Purves, employees of Janicki Industries with certificates of excellence for their performance in administering first aid to a fellow employee. Olson noted everyone from the first responders to the Emergency Room personnel commented on the excellent wound wrapping.

Asst. Fire Chief Olson also presented a certificate of excellence to Michael Anderson, a young boy, who woke up and notified his parents of a fire in their residence. Because of his quick thinking everyone in the house was able to get out safely.

Public Comment

Beverly Ringhouse – 417 Thresher Ave, requested the City to annex the remainder of her home into the City. She showed a map to Council which places part of her home in the City and part within the County.

Mayor Anderson noted that he will have staff research her request.

## **UNFINISHED BUSINESS**

### City Hall Update

Attorney/Supervisor Berg reviewed the progress of City Hall and reviewed the pending MPR's. After reviewing the MPR's he requested Council action.

Councilmember Galbraith moved to approve and authorize the Mayor to sign Change Order No. 2. Seconded by Councilmember Meamber. Discussion ensued regarding current number of change orders and costs. Motion carried (7-0).

Councilmember Meamber moved to approve MPR 21 in the amount of \$6,643.13. Councilmember Colgan seconded. Motion carried (7-0).

Councilmember London moved to move ahead on design from Puget Sound Energy in the amount of \$14,330.00. Councilmember Colgan seconded. Motion carried (7-0).

Councilmember Galbraith moved to allow an MPR for emergency use generator up to \$25,000.00. Seconded by Councilmember Splane.

Councilmember London questioned what was included. Berg noted that the generator is existing and the MPR only includes wiring and labor.

Motion carried (7-0).

### F&S Grade Road/Highway 20 Update

Attorney/Supervisor Berg reviewed a revised concept for a two-round-a-bout at F&S Grade Road and Highway 20. Berg noted the materials give a project budget, timeline and concept. He then reviewed the history of the project and objections by WSDOT and property owner Nysether and reviewed the objectives of the proposed project: 1) to make the F&S/Hwy 20 intersection safer; 2) to provide access to the Skagit Plant; 3) provide access to the Rimmer industrial property. Berg also reviewed 3 options for the project which included the possible return of the grant funds received.

Lengthy Council discussion ensued regarding all options and round-a-bouts.

Councilmember Requa moved to adopt Resolution No. 757-07 A Resolution Indicating the City Support for the Concept of Two (2) Round-A-Bouts to Serve Intersection F&S Grade Road and Highway 20 and to Provide Access to Skagit Industrial Property and Rimmer Industrial Park. Councilmember Colgan seconded. More discussion ensued. Motion carried (6-1, Councilmember Splane opposed).

## McGargile/Fruitdale Improvement Project Update

Attorney/Supervisor Berg reviewed the proposed McGargile/Fruitdale Road project and exhibits of road sections for consideration by Council in order to minimize right-of-way impacts.

Discussion ensued to include purpose of planter strips, 60' design, property owner's use of right-of-way, utilities and Fruitdale Road impact.

Councilmember's consensus is to proceed with Exhibit D.

## **NEW BUSINESS**

### Proposed Ordinance Amendment for R-15 Zoning (1<sup>st</sup> Reading)

Item is a first reading only, no action required at this time.

Councilmember Requa recused himself from this topic due to his company's involvement. Requa did request in the future that all items be staff recommended.

Planner Moore reviewed the procedures for zoning ordinance updates. Formal updates are added to a list and once a year they are compiled and proceed with the updates noted over the course of the year. There is also individual zoning ordinance updates of which a fee is affixed to the request and comes from a proponent. He noted the one Councilmember Requa is referring to came as a written request from Skagit Surveyors and Engineers on company letterhead. Interest was expressed in pursuing it sooner than later as a legislative issue. It was processed as a proponent driven ordinance update request naming Skagit Surveyors and Engineers as the proponent.

Councilmember Requa left the Council bench.

Planner Moore reviewed the request to change the side setbacks to interior lot lines of multi-family developments in the R-15 zoning district. Moore explained the request is to allow a multi-family building to have a condominium style ownership where instead of owning just the interior spaces they also own a bit of the front and back yards.

Council discussion ensued to include parking, covenants or home owners association and neighboring jurisdiction experience.

Councilmember Requa returned to the Council bench.

### Budget Amendment – Parks

Clerk/Treasurer Nelson reviewed the budget amendment requests for Public Lands, Park Impact Fees and Sewer Cumulative Reserve funds.

Councilmember London moved to approve Ordinance No. 1584-07 An Ordinance Amending Ordinance 1560-06 Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2007. Councilmember Lemley seconded. Motion carried (7-0).

### Museum Roof Repair

Attorney/Supervisor Berg reviewed current issues with the leaking museum roof. He noted it is the City's responsibility for repair and reviewed four options for repair. Berg noted there are no funds allocated or any funding plan for the repair and requested direction from Council.

Discussion ensued regarding funding through an interfund loan, repayment options and the establishment of a repair fund for roofs.

Councilmember Colgan moved to take up to \$46,000 as an interfund loan from the Sewer Cumulative fund to be paid back at the sale of City Hall. Seconded by Councilmember Requa. Motion carried (7-0).

## **COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

Police Chief Wood – noted they are moving people around within their building due to the progress of construction into their area. He stated there is a lot of noise to deal with but everyone is keeping positive. He also reported on recent abatement letters being sent by the Code Enforcement Officer with good success.

Asst. Fire Chief Olson – announced the next 1<sup>st</sup> Aid class to be held November 13, 2007. He also spoke of the department's focus on smoke detectors for fire prevention which has been made possible because of a grant received. Olson then publicly recognized the fire crew for their efforts on the recent fire on Westview Dr.

Attorney/Supervisor Berg – stated there has been a request by a local church for the City crew to sweep their parking lot. He noted he explained to the pastor we are unable to provide the service without a fee. Berg questioned the Council as to whether there is interest in establishing a fee for the City to provide street sweeping services to private property.

Discussion ensued to include competing against private business, income generation and the inconvenience to employee scheduling. The Council consensus was the priority should be City property.

Clerk/Treasurer Nelson – reported on the exit conference with the State Auditor's. She proudly reported there were no findings but there are a few recommendations that Staff will be implementing. She also reported on the recent stormwater billing and the correction of several "glitches". Nelson commended the work of billing clerk Reta

Stephenson. She also stated all department 2008 budget requests are in and the information will be compiled for review.

Councilmember Galbraith – commented on a motorcycle police camping in the vicinity of Janicki Field and generating some speed control measures.

Councilmember London – acknowledged Nathan Salseina regarding his help with resolving an issue at the Community Center during the Wildcat Steelhead Club dinner.

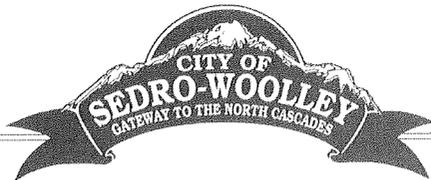
### **EXECUTIVE SESSION**

The meeting adjourned to Executive Session at 9:00 P.M. for the purpose of personnel for approximately 15 minutes with no decision anticipated.

The meeting reconvened at 9:22 P.M.

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

The meeting adjourned at 9:23 P.M.



DATE: October 10, 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 October 10, 2007.

Motion to approve Claim Vouchers #61550 to #61663 in the amount of \$700,027.73. (Voided Warrant #61551)

Motion to approve Payroll Warrants #41101 to #41201 in the amount of \$209,855.31.

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

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61550	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	346.80
		POSTAGE	SAN	346.79
		WARRANT TOTAL		693.59
61552	ALPINE PRODUCTS INC	REPAIRS/MAINT-STREETS	PL	1,240.67
		WARRANT TOTAL		1,240.67
61553	AMERICAN PLANNING ASSOC	MISC-TUITION/REGISTRATION	PLN	220.00
		WARRANT TOTAL		220.00
61554	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	1,259.77
		AUTO FUEL/DIESEL	FD	452.58
		AUTO FUEL/DIESEL	FD	491.08
		VEHICLE FUEL / DIESEL		690.82
		VEHICLE FUEL / DIESEL		285.49
		VEHICLE FUEL - GOLF	PL	149.84
		AUTO FUEL/DIESEL	SWR	656.50
		AUTO FUEL/DIESEL	SAN	1,524.54
		AUTO FUEL/DIESEL	SAN	54.71
		WARRANT TOTAL		5,565.33
61555	AT & T	TELEPHONE	JUD	1.31
		TELEPHONE	FIN	37.63
		TELEPHONE	LGL	51.16
		TELEPHONE	PLN	18.36
		TELEPHONE	ENG	6.56
		TELEPHONE	INSP	18.36
		TELEPHONE	SWR	30.36
		WARRANT TOTAL		163.74
61556	BANK OF AMERICA	TRAVEL	PLN	5.67
		MISC-TUITION/REGISTRATION	PLN	44.12
		TRAVEL	ENG	5.67
		TUITION/REGISTRATION	ENG	44.12
		PUBLIC EDUC. SUPPLIES	PD	94.93
		PUBLIC EDUC. SUPPLIES	PD	153.39
		PUBLIC EDUC. SUPPLIES	PD	142.01
		TRAVEL/MEALS	INSP	5.68
		MISC-TUITION/REGISTRATION	INSP	44.12
		WARRANT TOTAL		539.71
61557	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES	PD	28.21
		OPERATING SUPPLIES	FD	28.20
		CONTAINERS	SAN	867.63
		WARRANT TOTAL		924.04
61558	BIGGAR, ROB DBA	PROFESSIONAL SERVICES	SWR	1,188.00
		WARRANT TOTAL		1,188.00
61559	BOARD FOR VOLUNTEER	PERS RETIREMENT	FD	60.00
		WARRANT TOTAL		60.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61560	BOULDER PARK, INC	SOLIDS HANDLING	SWR	5,056.10
		WARRANT TOTAL		5,056.10
61561	BOYD'S RADIATOR SERVICE	REPAIRS/MAINT-EQUIP	SAN	598.00
		WARRANT TOTAL		598.00
61562	CAMPBELL'S RESORT	MEALS/TRAVEL	SWR	266.40
		WARRANT TOTAL		266.40
61563	CARL'S TOWING INC.	PROFESSIONAL SERVICES	PD	183.60
		WARRANT TOTAL		183.60
61564	CENVEO	OFFICE/OPERATING SUPPLIES	PD	126.78
		WARRANT TOTAL		126.78
61565	CINTAS CORPORATION #460	UNIFORMS	FD	42.24
		WARRANT TOTAL		42.24
61566	CITIES INSURANCE ASSOC.	REPAIRS/MAINT-EQUIP	FD	874.15
		MISC-JUDGMENT & DAMAGES	PL	258.66
		MISC-JUDGMENT & DAMAGES	PL	145.00
		WARRANT TOTAL		1,277.81
61567	COLLINS OFFICE SUPPLY, INC	SUPPLIES	JUD	48.04
		SUPPLIES	FIN	13.80
		SUPPLIES/BOOKS	PLN	60.03
		SUPPLIES	ENG	60.02
		OFFICE SUPPLIES	FD	17.27
		OFF/OPER SUPPS & BOOKS	INSP	60.03
		WARRANT TOTAL		259.19
61568	COLACURCIO BROTHERS, INC.	CONSTRUCTION	CH	502,809.36
		WARRANT TOTAL		502,809.36
61569	COMCAST	COMPUTER NETWORK	CS	68.40
		TELEPHONE	PD	13.30
		TELEPHONE	FD	13.30
		WARRANT TOTAL		95.00
61570	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
61571	HSBC BUSINESS SOLUTIONS	OFFICE/OPERATING SUPPLIES	PD	124.94
		WARRANT TOTAL		124.94
61572	COSTECK, RON	ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		150.00
61573	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	136.57
		REPAIRS/MAINT - EQUIP	PL	44.32
		WARRANT TOTAL		180.89

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61574	SKAGIT WEEKLY NEWS GROUP	PROFESSIONAL SERVICES	PL	259.74
		WARRANT TOTAL		259.74
61575	CREIGHTON ENGINEERING INC	ARCHITECT & ENGINEERING	CH	307.50
		ARCHITECT & ENGINEERING	CH	270.00
		WARRANT TOTAL		577.50
61576	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	97.84
		WARRANT TOTAL		97.84
61577	E & E LUMBER	OPERATING SUPPLIES	PL	21.51
		OPERATING SUPPLIES	PL	28.09
		OPERATING SUPPLIES	PL	28.40
		OPERATING SUPPLIES	PL	5.40
		OP. SUPPLIES - TRAFFIC	PL	12.01
		REPAIRS/MAINT-SENIOR CENTER	PL	32.27
		OPERATING SUPPLIES	SAN	64.80
		OPERATING SUPPLIES	SAN	58.21
		WARRANT TOTAL		250.69
61578	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	387.00
		WARRANT TOTAL		387.00
61579	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	198.00
		PROFESSIONAL SERVICES	SWR	198.00
		PROFESSIONAL SERVICES	SWR	200.00
		WARRANT TOTAL		596.00
61580	EMERGENCY MEDICAL	OPERATING SUPPLIES	FD	123.58
		WARRANT TOTAL		123.58
61581	FARMERS EQUIPMENT CO.	OPERATING SUPPLIES	PL	217.07
		WARRANT TOTAL		217.07
61582	FEDERAL EXPRESS CORP.	MISCELLANEOUS	CH	11.51
		WARRANT TOTAL		11.51
61583	GLENN B. ALLEN AWARDS	SUPPLIES	EXE	71.28
		WARRANT TOTAL		71.28
61584	GEN-X SIGNS & BANNERS	OPERATING SUPPLIES	SAN	206.34
		WARRANT TOTAL		206.34
61585	GRANITE HOLDINGS, LLC	BUILDING RENT - GOLF	PL	200.00
		WARRANT TOTAL		200.00
61586		ENGINEERING-SKAGIT LIGHT	AST	52.00
		PROFESSIONAL SERVICES	SWR	54.00
		WARRANT TOTAL		106.00
61587	GUARDIAN SECURITY	FIRE/THEFT PROTECTION	FD	26.50
		WARRANT TOTAL		26.50

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 10/10/2007 (Printed 10/04/2007 15:29)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61588	HANSON CONSULTING	PROFESSIONAL SERVICES	PLN	4,500.00
		WARRANT TOTAL		4,500.00
61589	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	6.50
		BOOKS, PERIOD, RECORDS	LIB	22.45
		BOOKS, PERIOD, RECORDS	LIB	28.83
		BOOKS, PERIOD, RECORDS	LIB	34.35
		BOOKS, PERIOD, RECORDS	LIB	23.25
		BOOKS, PERIOD, RECORDS	LIB	19.37
		BOOKS, PERIOD, RECORDS	LIB	37.73
		WARRANT TOTAL		172.48
61590	KATHLEEN'S UPHOLSTERY	REPAIRS/MAINT-SAFETY EQUIP	PL	108.00
		WARRANT TOTAL		108.00
61591	KESSELRING'S	AMMUNITION	PD	600.48
		WARRANT TOTAL		600.48
61592	KROESEN'S INC.	UNIFORMS	FD	6.70
		WARRANT TOTAL		6.70
61593	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	300.00
		WARRANT TOTAL		300.00
61594	LAZARON, JOANN	TRAVEL	PLN	106.70
		TRAVEL	ENG	106.70
		TRAVEL/MEALS	INSP	106.70
		WARRANT TOTAL		320.10
61595	LIBRARY CORPORATION (THE)	MACHINERY/EQUIP-OFFICE	LIB	10,740.96
		WARRANT TOTAL		10,740.96
61596	LISSER & ASSOCIATES, PLLC	PROFESSIONAL SERVICES	ENG	536.88
		WARRANT TOTAL		536.88
61597	LOGGERS AND CONTRACTORS	MAINTENANCE OF LINES	SWR	110.16
		WARRANT TOTAL		110.16
61598	MSB ENTERPRISES INC.	OP. SUPPLIES - GOLF	PL	847.18
		WARRANT TOTAL		847.18
61599	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	SAN	348.48
		WARRANT TOTAL		348.48
61600	MORTENSON SIGNS	REPAIRS/MAINT - EQUIP	PL	97.20
		WARRANT TOTAL		97.20
61601	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	4,795.95
		WARRANT TOTAL		4,795.95
61602	MT. BAKER ROOFING, INC.	EQUIPMENT - SENIOR CENTER	PL	33,160.32
		WARRANT TOTAL		33,160.32

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61603	NELSON, PATSY	MEALS/TRAVEL	FIN	470.67
		WARRANT TOTAL		470.67
61604	NEWMAN SIGNS INC	OP. SUPPLIES - TRAFFIC	PL	512.72
		WARRANT TOTAL		512.72
61605	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	129.16
		TELEPHONE	LGL	32.29
		TELEPHONE	PLN	64.58
		NEXTEL CELL PHONES		64.58
		TELEPHONE	PD	548.93
		TELEPHONE	FD	334.09
		TELEPHONE	INSP	32.29
		TELEPHONE	PL	548.93
		NEXTEL CELL PHONES		322.90
		NEXTEL CELL PHONES	SAN	161.45
		WARRANT TOTAL		2,239.20
61606	NORTHWEST TRAVEL	BOOKS, PERIOD, RECORDS	LIB	29.95
		WARRANT TOTAL		29.95
61607	NORTHWEST RECYCLING CO.	PROFESSIONAL SERVICES	PD	360.43
		WARRANT TOTAL		360.43
61608	OASYS	MAINTENANCE CONTRACTS	SWR	291.34
		WARRANT TOTAL		291.34
61609	OFFICE DEPOT	OFFICE SUPPLIES	SWR	240.45
		WARRANT TOTAL		240.45
61610	OLIVER-HAMMER CLOTHES	CLOTHING	PL	81.79
		CLOTHING	PL	75.60
		CLOTHING	PL	299.99
		CLOTHING	PL	299.96
		WARRANT TOTAL		757.34
61611	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	3.28
		LAUNDRY	CS	28.30
		MISC-LAUNDRY	PL	17.96
		MISC-LAUNDRY	PL	17.34
		MISC-LAUNDRY	PL	21.24
		MISC-LAUNDRY	PL	17.96
		MISC-LAUNDRY	PL	50.14
		MISC-LAUNDRY	PL	22.35
		MISC-LAUNDRY	PL	18.45
		LAUNDRY	SWR	29.49
		WARRANT TOTAL		226.51
61612	OTAK	PROFESSIONAL SERVICES	ENG	7,625.25
		WARRANT TOTAL		7,625.25
61613	OUTWEST UNLIMITED	PROFESSIONAL SERVICES	PL	140.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	140.00
61614	PACIFIC TIRE CO. INC.	REPAIRS/MAINT-EQUIP	SAN 600.67
		WARRANT TOTAL	600.67
61615	PACIFIC RIM PAVING	CONTRACTED OVERLAY	PL 3,604.50
		WARRANT TOTAL	3,604.50
61616	PETROCARD	VEHICLE FUEL / DIESEL	461.32
		WARRANT TOTAL	461.32
61617	PETTY CASH-DEBRA PETERSON	BOOKS, PERIOD, RECORDS	LIB 35.14
		WARRANT TOTAL	35.14
61618	PITNEY BOWES, INC.	POSTAGE	PD 110.39
		POSTAGE	FD 110.40
		WARRANT TOTAL	220.79
61619	POPULAR MECHANICS	BOOKS, PERIOD, RECORDS	LIB 28.08
		WARRANT TOTAL	28.08
61620	PRINTWISE, INC.	SUPPLIES	JUD 63.72
		SUPPLIES	JUD 173.61
		WARRANT TOTAL	237.33
61621	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS 786.48
		PUB UTILITIES-MALL	CS 23.26
		PUB UTILITIES-MALL	CS 7.24
		PS - Stormwater	67.75
		REPAIRS & MAINTENANCE	PD 45.14
		PUBLIC UTILITIES	FD 1,266.79
		PUBLIC UTILITIES	LIB 269.38
		ADVERTISING	HOT 32.19
		PUBLIC UTILITIES	PL 170.14
		PUBLIC UTILITIES	PL 38.48
		PUBLIC UTIL - STREETLIGHTS	PL 230.17
		PUBLIC UTIL - STREETLIGHTS	PL 67.00
		PUBLIC UTIL - CAMPGROUND	PL 617.34
		PUBLIC UTIL - COMM CENTER	PL 107.44
		PUBLIC UTIL - SENIOR CENTER	PL 244.91
		PUBLIC UTIL - TRAIN	PL 61.22
		PUBLIC UTIL - HHS	PL 222.87
		PUBLIC UTILITIES - GOLF	PL 91.71
		PUBLIC UTILITIES	SWR 107.40
		PUBLIC UTILITIES	SWR 7,890.54
		PUBLIC UTILITIES	SAN 82.12
		WARRANT TOTAL	12,429.57
61622	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

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES	SWR	150.76
		WARRANT TOTAL		345.08
61623	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	1,451.36
		WARRANT TOTAL		1,451.36
61624	RABANCO	RECYCLING FEE - HOUSEHOLD	SAN	54.32
		WARRANT TOTAL		54.32
61625	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	2,055.08
		PROFESSIONAL SERVICES	ENG	762.67
		PROFESSIONAL SERVICES	ENG	1,736.68
		PROFESSIONAL SERVICES	ENG	2,898.10
		PROFESSIONAL SERVICES	ENG	50.24
		PROFES. SVCS. REIMBURSE	ENG	142.19
		PROFES. SVCS. REIMBURSE	ENG	160.27
		PROFES. SVCS. REIMBURSE	ENG	1,167.46
		PROFES. SVCS. REIMBURSE	ENG	1,616.05
		PROFES. SVCS. REIMBURSE	ENG	592.93
		PROFES. SVCS. REIMBURSE	ENG	276.30
		PROFES. SVCS. REIMBURSE	ENG	182.90
		PROFES. SVCS. REIMBURSE	ENG	945.30
		ROADWAY - CRACK SEAL	ART	2,694.35
		ARCHITECT & ENGINEERING	CH	50.24
		CONSTRUCTION-TOWNSHIP LINE	PWT	2,172.53
		ENGINEERING - SR20 LINE	PWT	91.28
		ENGINEERING - METCALF LINE	PWT	1,712.26
		PROF SVS-ENGINEERING	SWR	2,299.19
		PROF SVS-ENGINEERING	SWR	322.64
		PROF SVS-ENGINEERING	SWR	246.59
		PROF SVS-ENGINEERING	SWR	1,512.67
		WARRANT TOTAL		23,687.92
61626	RINKER MATERIALS	REPAIRS/MAINT-STREETS	PL	179.82
		CONTRACTED OVERLAY	PL	6,585.65
		CONTRACTED OVERLAY	PL	7,319.29
		CONTRACTED OVERLAY	PL	897.90
		WARRANT TOTAL		14,982.66
61627	SANITARY SERVICE INC.	CONTAINERS	SAN	380.10
		WARRANT TOTAL		380.10
61628	SA-SO COMPANY	OPERATING SUPPLIES	PD	136.80
		WARRANT TOTAL		136.80
61629	SCADA & CONTROLS ENGINEERING INC	MAINTENANCE CONTRACTS	SWR	1,614.60
		MAINTENANCE CONTRACTS	SWR	975.96
		WARRANT TOTAL		2,590.56
61630	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	71.16
		OPERATING SUPPLIES	SWR	135.04
		OPERATING SUPPLIES	SWR	26.17

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	52.27
		WARRANT TOTAL		284.64
61631	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	4.16
		REPAIR & MAINT - AUTO	PD	6.74
		OPERATING SUPPLIES	PL	4.26
		OPERATING SUPPLIES	PL	6.44
		OPERATING SUPPLIES	PL	.75
		OPERATING SUPPLIES	PL	24.76
		EQUIPMENT MAINT - GOLF	PL	2.03
		MAINTENANCE OF VEHICLES	SWR	137.04
		REPAIRS/MAINT-EQUIP	SAN	91.53
		REPAIRS/MAINT-EQUIP	SAN	17.78
		REPAIRS/MAINT-EQUIP	SAN	41.28
		REPAIRS/MAINT-EQUIP	SAN	17.26
		REPAIRS/MAINT-EQUIP	SAN	21.85
		OFFICE SUPPLIES	SAN	49.14
		REPAIR/MAINTENANCE	SAN	22.15
		WARRANT TOTAL		447.17
61632	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	11,354.00
		WARRANT TOTAL		11,354.00
61633	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	167.81
		WARRANT TOTAL		167.81
61634	SIERRA CLUB MEMBER SVC.	BOOKS, PERIOD, RECORDS	LIB	12.00
		WARRANT TOTAL		12.00
61635	SKAGIT COUNTY SHERIFF	PRISONERS	PD	7,037.87
		WARRANT TOTAL		7,037.87
61636	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	133.32
		WARRANT TOTAL		133.32
61637	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	PD	16.72
		OPERATING SUPPLIES	PL	29.15
		OPERATING SUPPLIES	PL	385.52
		PROPANE	PL	17.51
		PROPANE	PL	22.00
		PROPANE	PL	11.35
		WARRANT TOTAL		482.25
61638	SKAGIT READY MIX, INC.	OP. SUPPLIES - TRAFFIC	PL	97.20
		WARRANT TOTAL		97.20
61639	SKAGIT RIVER STEEL	CONTAINERS	SAN	96.89
		WARRANT TOTAL		96.89
61640	SK. VALLEY MED. CTR INC	PROF SERVICE-MEDICAL EXAMS	FD	110.00
		WARRANT TOTAL		110.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61641	SPRINT	TELEPHONE	FD	61.32
		WARRANT TOTAL		61.32
61642	SUBURBAN PROPANE, L.P.	PROPANE	PL	88.04
		WARRANT TOTAL		88.04
61643	TASTE OF HOME	BOOKS, PERIOD, RECORDS	LIB	28.98
		WARRANT TOTAL		28.98
61644	TASER INTERNATIONAL	MACHINERY & EQUIPMENT	PD	192.81
		WARRANT TOTAL		192.81
61645	THOMPSON GALE	BOOKS, PERIOD, RECORDS	LIB	2,153.25
		WARRANT TOTAL		2,153.25
61646	TIERNEY, MICHAEL B. P.S.	PROFESSIONAL SERVICES	SWR	2,434.75
		WARRANT TOTAL		2,434.75
61647	TIME EQUIPMENT COMPANY	SUPPLIES	FIN	25.05
		WARRANT TOTAL		25.05
61648	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO	PD	38.83
		WARRANT TOTAL		38.83
61649	TRUE VALUE	REPAIR & MAINTENANCE	CS	16.14
		REPAIR & MAINTENANCE	CS	15.82
		REPAIR & MAINTENANCE	CS	4.95
		OFFICE/OPERATING SUPPLIES	PD	7.86
		OPERATING SUPPLIES	FD	21.57
		OPERATING SUPPLIES	FD	14.35
		OPERATING SUPPLIES	FD	3.23
		INVESTIGATION	FD	7.54
		OPERATING SUPPLIES	PL	40.96
		OPERATING SUPPLIES	PL	42.07
		OPERATING SUPPLIES	PL	58.82
		OPERATING SUPPLIES	PL	18.34
		OPERATING SUPPLIES	PL	70.46
		OPERATING SUPPLIES	PL	9.71
		SUPPLIS - COMMUNITY CENTER	PL	2.88
		SUPPLIS - COMMUNITY CENTER	PL	15.95
		REPAIRS/MAINT - EQUIP	PL	40.99
		OPERATING SUPPLIES	SWR	12.95
		OPERATING SUPPLIES	SWR	7.55
		OPERATING SUPPLIES	SWR	7.55
		OPERATING SUPPLIES	SWR	103.65
		OPERATING SUPPLIES	SWR	4.95
		SAFETY EQUIPMENT	SWR	14.03
		OPERATING SUPPLIES	SAN	12.95
		OPERATING SUPPLIES	SAN	41.86
		OPERATING SUPPLIES	SAN	42.58
		OPERATING SUPPLIES	SAN	31.27
		CONTAINERS	SAN	33.04

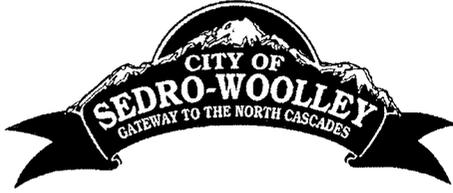
CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 10/10/2007 (Printed 10/04/2007 15:29)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	675.32
61650	UPSTART	SUPPLIES LIB	7.83
		WARRANT TOTAL	7.83
61651	USA BLUE BOOK	OPERATING SUPPLIES SWR	347.99
		SAFETY EQUIPMENT SWR	50.00
		WARRANT TOTAL	397.99
61652	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP SAN	150.01
		REPAIRS/MAINT-EQUIP SAN	29.87
		OPERATING SUPPLIES SAN	53.91
		OPERATING SUPPLIES SAN	88.29
		WARRANT TOTAL	322.08
61653	VAN'S EQUIPMENT RENT. INC	REPAIRS/MAINT-STREETS PL	556.20
		REPAIRS/MAINT-STREETS PL	345.60
		WARRANT TOTAL	901.80
61654	VERIZON NORTHWEST	TELEPHONE JUD	68.14
		TELEPHONE FIN	59.28
		TELEPHONE LIB	195.27
		TELEPHONE PL	322.95
		TELEPHONE SWR	34.86
		TELEPHONE SWR	485.91
		TELEPHONE SAN	195.27
		WARRANT TOTAL	1,361.68
61655	WA CITY PLANN DIRECTORS	MISC-TUITION/REGISTRATION PLN	250.00
		WARRANT TOTAL	250.00
61656	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	108.00
		WARRANT TOTAL	108.00
61657	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	6,869.45
		WARRANT TOTAL	6,869.45
61658	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	7,861.32
		WARRANT TOTAL	7,861.32
61659	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES PL	47.36
		OPERATING SUPPLIES PL	47.30
		OPERATING SUPPLIES PL	3.46
		WARRANT TOTAL	98.12
61660	WSAPT	MISC-TUITION/REGISTRATION PLN	17.50
		MISC-TUITION/REGISTRATION INSP	17.50
		WARRANT TOTAL	35.00
61661	YOUNGQUIST, DERRICK	HEALTH CLUB FD	135.00
		WARRANT TOTAL	135.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
61662	SORSDAL, HEATHER	PROFESSIONAL SERVICES PD	45.00
		WARRANT TOTAL	45.00
61663	BOROUGHES, MICHAEL	MISC-TUITION/REGISTRATION LIB	25.00
		WARRANT TOTAL	25.00
		RUN TOTAL	700,027.73

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	63,937.35
104	ARTERIAL STREET FUND	2,746.35
105	LIBRARY FUND	13,698.32
108	STADIUM FUND	32.19
110	PUBLIC LANDS 110	63,362.56
331	CITY HALL CONST FUND	503,448.61
332	PWTF SEWER CONSTRUCTION FUND	3,976.07
401	SEWER FUND	29,686.08
412	SOLID WASTE FUND	19,140.20
TOTAL		700,027.73

DEPARTMENT	AMOUNT
001 000 000	6,869.45
001 000 012	804.82
001 000 013	71.28
001 000 014	735.59
001 000 015	216.77
001 000 018	953.87
001 000 019	5,286.96
001 000 020	21,103.70
001 000 021	11,691.47
001 000 022	15,918.76
001 000 024	284.68
FUND CURRENT EXPENSE FUND	63,937.35
104 000 042	2,746.35
FUND ARTERIAL STREET FUND	2,746.35
105 000 072	13,698.32
FUND LIBRARY FUND	13,698.32
108 000 019	32.19
FUND STADIUM FUND	32.19
110 000 042	63,362.56
FUND PUBLIC LANDS	110 63,362.56
331 000 012	503,448.61
FUND CITY HALL CONST FUND	503,448.61
332 000 082	3,976.07
FUND PWTF SEWER CONSTRUCTION FUND	3,976.07
401 000 035	29,686.08
FUND SEWER FUND	29,686.08
412 000 037	19,140.20
FUND SOLID WASTE FUND	19,140.20
TOTAL	700,027.73



**CITY COUNCIL AGENDA  
REGULAR MEETING**

OCT 10 2007

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

**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 Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: EDASC Contract  
DATE: October 10, 2007

AGENDA PLACEMENT: Consent

ISSUE: Attached is a contract between the City and EDASC for their services for 2008.

REQUEST FOR ACTION:

1. Motion to approve the contract.

**AGREEMENT  
BETWEEN  
ECONOMIC DEVELOPMENT ASSOCIATION OF SKAGIT COUNTY  
AND  
CITY OF SEDRO-WOOLLEY**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Sedro-Woolley (hereinafter referred to as the City) and the Economic Development Association of Skagit County (EDASC) (hereinafter referred to as Provider) WITNESSES THAT:

WHEREAS, the City received significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues, and

WHEREAS, the City does not have the expertise or resources to adequately promote economic investment, and

WHEREAS, the provider is a nonprofit organization formed for the express purpose of promoting and attracting new business, expanding existing business and enhancing trade opportunities for all of Skagit County, and

WHEREAS, the Scope of Work included in this contract is consistent with the purpose and state law, and

WHEREAS, the City and the Provider are desirous of entering into a contract to formalize their relationship:

1. Services to be Provided by the Parties:

- a. The Provider shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work.
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

2. Scope of Work:

The Provider shall:

- a. Pro-actively market Sedro-Woolley to potential business and industry.
- b. Provide administrative and marketing services for special development projects identified by EDASC or solicited by the community, Sedro-Woolley or local associations.
- c. Establish and coordinate services, workshops, seminars and technical assistance associated with business development, business retention and international trade.

d. Work with Sedro-Woolley businesses on expanding employment base and on business retention efforts.

e. Maintain an industrial site inventory for Sedro-Woolley that contains necessary information for potential businesses evaluating site locations.

3. Time of Performance:

All activities described under Scope of Work shall be conducted over the course of the current budget year, January 1, 2008 through December 31, 2008.

4. Consideration:

As consideration for services provided, as specified in paragraph 2, the City will reimburse the Provider the sum of \$2,000.00.

5. Relationship:

The City and Provider intend that an independent contractual relationship be created by this contract. Provider is not considered to be an employee of the City for any purpose and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including, but not limited to, health insurance, sick or annual leave, or workers compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that Provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

6. Suspension, Termination, and Close Out:

If the Provider fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed hereunder.

8. Assignability:

The Provider shall not assign any interest on this contract, and shall not transfer any interest on the contract (whether by assignment or novation), without prior written consent of the City.

9. Reports and Information:

The Provider, at such times as and in such form as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work of services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

10. Compliance With Local Laws:

The Provider shall comply with all applicable laws, ordinances, and codes of the state and local government and the Provider shall hold and save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

11. Audits and Inspections:

The City or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the contract by whatever legal and reasonable means are deemed expedient by the City.

12. Hold Harmless:

The Provider agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Provider's and its agents' negligent performance of work associated with this agreement.

This agreement contains all terms and conditions agreed to by the City and the Provider.

IN WITNESS WHEREOF, the City and the Provider have executed this contract agreement as of the date and year last written below:

**CITY OF SEDRO-WOOLLEY:**

\_\_\_\_\_  
Mike Anderson  
Mayor of Sedro-Woolley

\_\_\_\_\_  
Date

**ECONOMIC DEVELOPMENT ASSOCIATION  
OF SKAGIT COUNTY:**

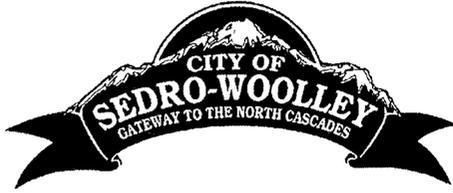
\_\_\_\_\_  
Don Wick  
Executive Director

\_\_\_\_\_  
Date

9/26/07

**ATTEST:**

\_\_\_\_\_  
City Clerk



**CITY OF SEDRO-WOOLLEY**  
CITY COUNCIL AGENDA  
REGULAR MEETING

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

OCT 10 2007

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Mark Christ Contract  
DATE: October 10, 2007

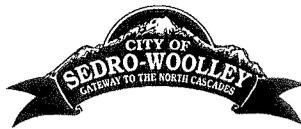
AGENDA PLACEMENT: Consent

ISSUE: Attached is a contract between the City and Mark Christ for architectural and design services on an on-call basis which I anticipate we will need to assist with design and specifications for the new park facility and if approved, the new evidence/records storage facility.

I reviewed the qualifications on file from our annual list and believe Mr. Christ to be the best choice for these services.

REQUEST FOR ACTION:

1. Motion to approve the contract.



ORIGINAL

**ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 07 - \_\_\_\_\_.**  
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 10 day of October, 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 Mark E. Christ, Architect whose address is 810 Bennett Street, Sedro-Woolley, WA 98284, hereinafter referred to as the "Contractor".

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

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

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

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

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

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as professional architectural services that are requested by the City of Sedro-Woolley.

**2. Relationship of Parties.**

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

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

**3. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on Attachment A.

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

**4. Ownership of Records and Documents.**

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

**5. Termination.**

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

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

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

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

**6. Evaluation and Compliance with the Law.**

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

**7. City Business and Occupation License.**

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

**8. Liability and Hold Harmless.**

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

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

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

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

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

**10. Amendments.**

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

**11. Scope of Agreement.**

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

**12. Ratification.**

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

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

**14. 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.

**15. 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.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

---

City Clerk

Approved as to Form:

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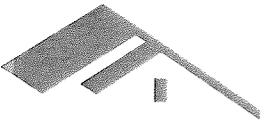
City Attorney

CONTRACTOR:

Mark E. Christ, Architect

By: \_\_\_\_\_

# ATTACHMENT A



Residential  
Commercial  
Institutional  
New Construction  
Addition  
Renovation  
Remodel  
Programming  
Design  
Documentation  
Administration

Mark E. Christ  
Architect

(360) 855-1546

810 Bennett Street  
Sedro-Woolley, WA 98284  
markchrist.com

Shane Walley  
City of Sedro-Woolley  
Parks & Recreation  
720 Murdock Street  
Sedro-Woolley, WA 98284

07/30/07

Dear Shane,

Regardless of the scope of my service, I will require that we attend a pre-application meeting prior to my beginning the construction documents. It is necessary to obtain a Building Permit prior to construction. I've assumed the same basic standard of quality for our submission as is required for the private sector. I typically estimate between two to four weeks for the plan check process. It is best that the plans review be done prior to bidding. However in some circumstances, if time is extremely critical the plans review and bidding can happen concurrently.

Attached please find a list of tasks and estimated hours necessary to complete each task. Please let me know if you are aware of additional tasks or tasks listed that you prefer to do in-house. As you can see my estimated time can vary from 42 hours to 120 hours depending on the extent of service you desire.

If it is necessary to minimize the architectural service, the city may take responsibility for the, specifications (project manual), submitting for a building permit, bidding, and administration of the project. In which case I would generically indicate products to be used on the drawings and only be responsible for providing drawings to be used in obtaining a building permit.

As you requested, attached please find a proposal to assist you with architectural services. If you prefer to use the AIA B141 Owner, Architect Agreement, please let me know.

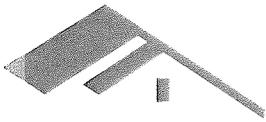
Please keep in mind that this proposal is for the Bingham Park building remodel only and does not include the detached public restroom. And, this proposal assumes that we can accomplish the remodel for less than 50% of the appraised value of the building. If we exceed this amount we are required to upgrade the building to current structural and energy code requirements.

As always, should you have any questions concerning any of the above information please call. It was a pleasure to discuss various issues relating to your project and I look forward to working with you.

Sincerely,



Mark Christ



Residential  
Commercial  
Institutional  
New Construction  
Addition  
Renovation  
Remodel  
Programming  
Design  
Documentation  
Administration

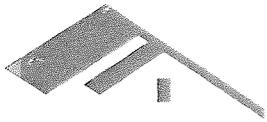
Mark E. Christ  
Architect

(360) 855-1546

810 Bennett Street  
Sedro-Woolley, WA 98284  
markchrist.com

## BINGHAM PARK BUILDING REMODEL, 07/30/07 ESTIMATE OF TASKS & HOURS

TASK	HRS	QTY	TOTAL
<b>Construction Documentation</b>			
pre-application meeting	2	1	2
create basic construction documents	40	1	40
coordinate specifications	8	1	8
coordinate or provide structural	8	1	8
final review, plotting, printing	2	1	2
<b>Total CD</b>			<b>60</b>
<b>Construction Administration</b>			
submit documents for permit	2	1	2
respond to plan check letter	4	1	4
pre-bid meeting	2	1	2
written response to bidders	4	1	4
receive bids		by owner	
review bids	2	1	2
award contract		by owner	
weekly job meetings	1	8	8
meeting notes	1	8	8
review submittals	2	4	8
respond to RFI's	2	4	8
punch list	2	2	4
written response	1	2	2
warranties, lien release, manual	8	1	8
<b>Total CA</b>			<b>60</b>



Residential  
Commercial  
Institutional  
New Construction  
Addition  
Renovation  
Remodel  
Programming  
Design  
Documentation  
Administration

Mark E. Christ  
Architect

(360) 855-1546

810 Bennett Street  
Sedro-Woolley, WA 98284  
markchrist.com

07/30/07

Shane Walley  
City of Sedro-Woolley  
Parks & Recreation  
720 Murdock street  
Sedro-Woolley, WA 98284

Dear Shane,

Thank you for the opportunity to present a proposal to assist you with architectural services.

#### **Scope of Work**

It is my understanding that you wish to remodel the Bingham Park building in order to create a new Parks Department Building. The Schematic Design has been completed and accepted by the Owner as is indicated per Bingham Park Building Sedro-Woolley Parks & Recreation sheet A1 dated 07/09/07 Mark Christ Architect.

#### **Scope of Service, Construction Documentation**

Upon your acceptance of the schematic design and your written notice to proceed I will produce the drawings necessary to obtain a building permit, obtain proposals for construction, and define the basic standard of construction. The construction documents will consist of the following: Site Plan, Vicinity Map, Code/Zoning Information, Demolition Plan, Floor Plan, ADA Bath & Kitchen Enlarged Plans & Elevations, Interior Ramp Detail, Entry Foundation Plan, Entry Ramp Framing, Entry Floor Plan, Entry Roof Framing Plan, (3) Entry Partial Elevations, Entry Details, and if needed details of integration w/ existing roof. I will work with you to incorporate an AIA (or the city's standard) contract for construction into the Project Manual. I will provide the Permit Drawings service at an hourly rate of \$80/hr. I estimate 42 to 60 hours to complete this service (see estimate of tasks & hours) and will not exceed this estimate without your prior written consent.

#### **Scope of Service, Specifications Consultation**

I will employ Richard Hein, Specifications Consultant, to provide a Project Manual. I estimate Richard Hein's service to cost \$1200 to \$1600. I will invoice for specifications consultation as a reimbursable expense.

#### **Scope of Service, Structural Design**

Should Structural Engineering become necessary I will employ a local Engineer to provide calculations and details to be incorporated into the architectural drawings. I will invoice for Structural Engineering as a reimbursable expense.

#### **Scope of Service, Plumbing & Mechanical Design**

Bidder Design (not in contract)

#### **Scope of Service, Electrical Design**

Bidder Design (not in contract)



Residential  
Commercial  
Institutional  
New Construction  
Addition  
Renovation  
Remodel  
Programming  
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Documentation  
Administration

Mark E. Christ  
Architect

(360) 855-1546

810 Bennett Street  
Sedro-Woolley, WA 98284  
markchrist.com

### **Scope of Service, Contract Administration (optional as requested by owner)**

Upon acceptance of the construction documents I will continue to assist you with the receipt of a building permit, selecting bidders & obtaining bids and/or executing a contract for construction. I will represent the contract documents during construction and be available for the contractor to contact as questions arise. I will review submittals and assist you in making selections/ decisions. I will review the contractor's monthly applications for payment. I will collect all warranties & maintenance manuals requested and verify the construction contract is fulfilled prior to final payment. I will provide the contract administration service at an hourly rate of \$80/hr. You can select to proceed with all or part of this service as the project proceeds. Typically this service is provided over a time frame of the construction process (I estimate 3 months). I estimate 60 hours to complete this service depending on the extent of service desired and the time frame of construction. I will not exceed this estimate without your prior written consent.

### **Summary of Fees**

SEE:

BINGHAM PARK BUILDING REMODEL, 07/30/07

ESTIMATE OF TASKS & HOURS (ATTACHED)

Schematic Design	completed
Construction Documentation	estimate 42 to 60 hours @ \$80/hr
Specifications Consultation	estimate \$1200 to \$1,600
Structural Design	as may be necessary
Plumbing & Mechanical Design	not in contract
Fire Flow Design	not in contract
Electrical Design	not in contract
Contract Administration (optional)	estimate 60 hours @ \$80/hr

### **Exclusions**

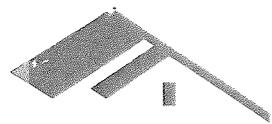
Please note that the above quoted figures do not include any of the following:  
Professional Civil (site), Structural, Mechanical, Electrical, Engineering.  
Professional Land Survey, Landscape Architecture, Cost estimating, Rendering.  
Filing of permits with government agencies and associated expenses.

### **Reimbursable Expenses**

Reimbursable expenses will be passed on to the owner with an administrative fee of 15%.

### **Additional Services**

Should additional services be requested due to a change in the desired Scope of Service or a change in the desired Scope of Work, I will proceed with said services upon your written approval, and invoice on an hourly basis at a rate of \$80/hr.



Residential  
Commercial  
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Documentation  
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Architect  
(360) 855-1546  
810 Bennett Street  
Sedro-Woolley, WA 98284  
markchrist.com

**Miscellaneous Provisions**

A payment of \$1,000.00 will be necessary to retain architectural services and will be credited your final payment. The architect shall invoice on the first (1<sup>st</sup>) of each month with payments due and payable fifteen (15) days from the date of the architects invoice. Payment for Construction Documentation will be due immediately at the time construction documents are provided for submission to the local building authority. This proposal may be terminated by either party upon receipt of written notification with the current balance due. Should the Owner select not to include Construction Administration services, the architect shall not be held responsible for any problems that may have been avoided had the architect been employed for this service. And at the point a building permit is issued; the owner, contractor and all parties involved shall to the fullest extent permitted by law, indemnify and hold the architect harmless from any and all claims arising from modifications, interpretations, adjustments, or changes made to the construction documents to reflect changed field conditions. And the owner shall assume responsibility for interpretation of the contract documents and for construction observation and shall waive any claims against the architect that may in any way connected thereto.

Please advise as soon as possible the status of our proposal so that I may schedule my work accordingly. If this proposal is satisfactory, please sign where indicated and return the enclosed copy as your acceptance of its terms and as my authorization to proceed. As always, should you have any questions concerning any of the above information please feel free to contact me. It was a pleasure to discuss various issues relating to your needs. I look forward to working with you on your project.

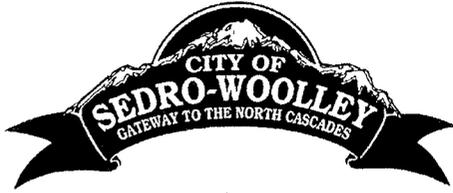
Sincerely,

  
Mark Christ

**Acceptance**

The proposed description of professional services and terms are satisfactory and are hereby accepted. Authorization to proceed with the work is granted. The terms of this proposal shall be null and void if not accepted within 30 days.

Shane Walley \_\_\_\_\_ Date \_\_\_\_\_



**CITY COUNCIL AGENDA  
REGULAR MEETING**

OCT 10 2007

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

**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 Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: BLS interlocal with EMS and City  
DATE: October 10, 2007

AGENDA PLACEMENT: Consent

ISSUE: Attached is a contract between the City and EMS for transport services.  
The fire chief recommends approval of this contract.

REQUEST FOR ACTION:

1. Motion to approve the contract.

**Interlocal Agreement  
For Basic Life Support Automatic Mutual Aid  
By and Between  
The Skagit County Emergency Medical Services Commission  
And  
The City of Sedro Woolley**

**This Interlocal Agreement** (this "Agreement") is entered into by the Skagit County Emergency Medical Services Commission a municipal commission created by Skagit County pursuant to the authority of RCW 36.01.095 ( the "Commission"), and the City of Sedro Woolley, a municipal corporation (the "City"), in conformance with Chapter 39.34 RCW, the Inter-Local Cooperation Act.

**WHEREAS**, the Commission and the City each have responsibility to provide emergency medical services within their jurisdiction in conformance with Skagit County Code Chapter 2.48;

**WHEREAS**, the City, when available, provides Basic Life Support first response services within its Corporate Limits and is available to respond Countywide on a mutual aid basis; and

**WHEREAS**, the Commission desires to secure mutual aid Basic Life Support emergency response in order to maintain an effective Countywide Basic Life Support System during times of system stress and the Commission has the authority to contract for said services; and

**WHEREAS**, it is mutually beneficial for the two agencies to cooperate in supporting an effective contractual solution to protect and serve the people of Skagit County, and

**WHEREAS**, RCW 18.73.130.4, 18.73.170 and 18.73.180 allow for the use of Licensed Aid vehicles when licensed ambulances are not readily available.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the terms and provisions to be made and performed by the parties hereto, is agreed by and between the Skagit County Emergency Medical Services Commission and the City of Sedro Woolley as follows:

Section 1 - Purpose of Agreement: The purpose of this Agreement is to define the scope of services contracted by the Commission from the City, set forth the compensation to be paid by the Commission for such services, and to enumerate other

related provisions which contribute to the mutual benefit of the parties to this Agreement.

Section 2 – Scope of Services: As directed by the Commission, the City, to the best of its ability, shall provide automatic mutual aid Basic Life Support Emergency Response, to the people of Skagit County.

- A. Response Vehicle – The City will respond in a patient transport capable licensed aid unit.
- B. Vehicle Staffing – Response Vehicle shall be staffed in accordance with RCW 18.73.150.
- C. An automatic mutual aid Emergency Response and Operating Plan shall be mutually developed by the City and the Commission and attached to this Agreement as Appendix A.

Section 3 – Property Ownership: All property acquired by the City to enable its contract service performance associated with this Agreement shall remain the property of the City in the event of termination of this Agreement. All jointly owned property acquired under the terms of this Agreement shall be disposed of in such manner as may be negotiated and agreed upon between the City and the Commission in the event of termination of this Agreement.

Section 4 – Response Vehicle Maintenance/Repair: The owner agency is responsible for all repairs and maintenance of vehicles used to fulfill this Agreement.

Section 5 – Effective Date and Renewal: This Agreement shall be effective on the date both parties have executed it and performance shall commence on the first day of \_\_\_\_\_ of the current year; thereafter contract renewal periods will commence on the 1<sup>st</sup> day of the month of \_\_\_\_\_ beginning \_\_\_\_\_ 2007. This Agreement shall be automatically renewed annually unless written notice of termination is given by the appropriate governing body of the municipal corporation desiring to cancel this Agreement to the appropriate counterpart governing body prior to the first day of November of the contract year. The Contract Year runs May 1<sup>st</sup> through April 30<sup>th</sup>. If transports under this contract exceed twelve (12) in a contract year the parties shall reevaluate this agreement.

Section 6 – Payment and Billing for Services: The following terms shall be applied with regard to billing and payment for services:

- A. When the City responds and provides patient transport, City personnel shall provide the following documentation to the Commission Billing Department by the end of the next business day.
1. IDEA report.
  2. Master Signature Form with patient signatures.
  3. Copy of hospital billing sheet (Face Sheet)
  4. Copy of the Time sheet from Skagit 911.
  5. Submit an approved Invoice for the transport
- B. The EMS Commission shall use the current Rate Schedule found in the Washington State Association of Fire Chiefs Mobilization Plan to calculate reimbursement for ambulance transports.
1. One hour for in city and one and a half hours for out of city response.
    - i. A BLS transport within the city would be paid 1 hour at \$49.00 and two EMT-Bs at \$17.65 each for a total of \$84.30.
    - ii. A BLS out of city response would be paid 1.5 hours \$73.50 and two EMT-Bs \$26.48 each total reimbursement would be \$126.46.
- C. If no transport is conducted, City personnel shall provide the following documentation to the Commission Billing Department by the end of the next business day:
1. IDEA report
  2. Patient Refusal form if patient refuses transport.
- D. The rates set forth in this Section are subject to adjustment in the event that the Washington State Association of Fire Chiefs makes changes in the reimbursement rates for the Association's Mobilization Plan.
- E. The EMS Commission shall provide city personnel with the necessary training to complete the reports and forms listed above in section 6A and 6C.

Section 7 – Notices: All notices, requests, and other communications necessitated by this Agreement shall be in writing to the other agency's then current business address.

Section 8 – Severability: If any provision of the Agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

Section 9 – Modification: No modifications or amendments shall be valid unless evidenced in writing, properly agreed to, and signed by both parties.

Section 10 – Hold Harmless: Each of the parties shall at all times, be solely responsible for the acts, or the failure to act, of its personnel that occur or arise in any way out of the performance of this contract by its personnel, and to save and hold harmless the other party from all costs, expenses, losses, and damages, including the cost of defense incurred as a result of any acts or omissions of the parties relating to the performance of this contract.

Section 11 – Insurance: Each party agrees to provide insurance to protect its respective interests.

Section 12 – Arbitration: In the event any un-resolvable disagreements arise between the parties regarding the provisions of this Agreement, such disagreement shall be referred to a single arbitrator, if one can be agreed upon; or if one cannot be agreed upon, then to a panel of three arbitrators; each party shall select an arbitrator for the panel and the two arbitrators so selected shall select the third arbitrator. The decision in writing, signed by the majority of the arbitrator(s) shall be final. If either party shall refuse or neglect to appoint an arbitrator within ten days after receiving notice from the other party of their selection, then the arbitrator appointed by the first party shall have power to proceed to arbitrate and resolve the controversy and render a written decision which shall be considered final.

Section 13 – Corrective Action: If performance issues arise, the party raising the performance issue shall notify the other party of the nature of its concern(s) in writing. The other party shall respond in writing within ten working days indicating the steps taken for corrective action, if appropriate. If a response is deemed insufficient then arbitration action may be commenced.

Section 14 - Provisions Required by Statute. This Agreement has been adopted pursuant to the authorization of Chapter 39.34 RCW, the Interlocal Cooperation Act. As such, it is required to address certain provisions. The following list covers provisions or requirements not set forth elsewhere within this Agreement or in clarification and furtherance of such provisions. In the event of conflict, the more specific provisions shall control.

14.1 No Joint Property. No joint ownership of property is contemplated under this Agreement. In the event that any property is, in the future, jointly acquired by the parties, they shall hold title in proportion to their joint contribution to the purchase or acquisition price of such property. In the event of dissolution, the party who has contributed the majority of value or money toward purchase or acquisition may buy out the remaining party at that party's pro-rated share of the depreciated value of the property.

14.2 Filing. This Agreement shall be filed with the Skagit County Auditor or, alternatively, listed on the respective web sites of the Commission and the City in accordance with the requirements of RCW 39.34.040.

Section 15 – Termination:

15.1 – Without Cause. This Agreement may be terminated by the parties without cause, in whole or in part by giving notice to the other by November 1<sup>st</sup> of a Contract Year to be effective as of April 30, the last day of that current Contract Year, at midnight of that calendar year.

15.2 – With Cause. Either party may terminate this Agreement in the event of a material breach by the other party by giving that other party a thirty (30) day written notice of the material breach and that the Agreement will terminate in the event that the material breach is not cured within the thirty (30) day period. If the material breach is cured, the Agreement will remain in full force and effect. If the material breach is not cured within the thirty (30) day period, the Agreement will terminate at the conclusion of the thirtieth (30<sup>th</sup>) day of the notice period.

15.3 – Material Breach. For the purposes of this Section 15, a “material breach” shall mean a default in the performance of the terms and conditions of this Agreement by a party; a failure to abide by an arbitrator’s decision under Section 12; or, a refusal to complete corrective action required under Section 13.

15.4 – Post-termination Responsibilities. Notwithstanding termination of this Agreement, each party shall be responsible to perform any obligations relating to activities that occurred prior to termination including, without limitation, providing the documentation specified in Section 6 above. The indemnity provisions in Section 10 above shall survive termination.

Section 16 – Liability; No Third Party Beneficiaries. No liability shall attach to any of the Parties by reason of entering into this Agreement except as expressly provided herein as between themselves. None of the Parties to this Agreement assumes any duty to a third party.

Section 17 – Authority. Each Party represents that it has full and sufficient authority to execute this Agreement on its behalf and that, upon execution and filing/website posting pursuant to Section 14.2 above, the Agreement shall constitute a binding obligation of the Commission or the City, as the case may be.

Section 18 – Entire Agreement: The parties agree that this is the complete expression of the terms, and any oral representations or understandings not

incorporated herein are excluded. Either party may request changes in this Agreement upon proper notice and, when mutually agreed, shall be incorporated herein by written amendments hereto.

**WHEREFORE**, the parties have executed this Agreement on the date(s) set forth below.

Skagit County Emergency Medical Services Commission

By: \_\_\_\_\_  
President

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2007.

City of Sedro Woolley

By: \_\_\_\_\_  
Mayor

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2007.

Attest:

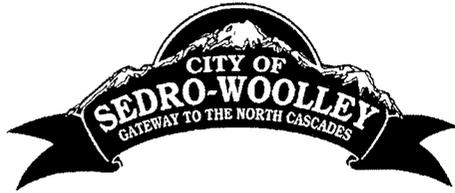
\_\_\_\_\_  
City Clerk

Approved As To Form:

By: \_\_\_\_\_  
City Attorney

## **Appendix A**

### **BLS Emergency Response and Operating Plan**



**CITY COUNCIL AGENDA  
REGULAR MEETING**

OCT 10 2007

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

**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 Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Job Corps Contract  
DATE: October 10, 2007

AGENDA PLACEMENT: Consent

ISSUE: Attached is a contract between the City and Cascades Job Corps for the placement of work-based training students with the City.

The City is interested in working with Job Corps to provide some work-based training at City Hall. Specifically, Jack would like to work with Job Corps to locate someone at the front counter of the Building, Planning and Engineering window. This would be a test of the functionality of this program for the City; if successful we would propose to continue it.

REQUEST FOR ACTION:

1. Motion to approve the contract.



(present or future) employees except in cases where the Cooperator is providing a paid work experience that has the possibility of continued employment for the student upon completion of his/her training at the Center.

6. In connection with the performance of work under this agreement, the Cooperator agrees not to discriminate against any Job Corp Student Employee for employment because of race, sex, religion, color or national origin.
7. Any property damage to products, equipment or facilities, etc., on which the Student Employees may be working, will be the responsibility of the Cooperative.
8. Ordinarily, Student Employees (especially those under 18) should not be permitted to operate motor vehicles. If the Cooperator determines a student employee is sufficiently skilled and possesses a valid operator's license, the Cooperator may permit the student employee to operate motor vehicles, however the Cooperator assumes full liability and responsibility for any property or vehicle damage, etc. occurring.
9. No payment of wages is required for the first 25 hours per week worked by the Student Employee during the first 9 weeks of Level I and Level II Work-based Learning Training. After 25 hours worked in any week, the Cooperator is expected to pay the student at applicable rates.  
  
All hours worked during Level III Work-based Learning, up to 250 hours prior to a permanent job offer are expected to be paid at the prevailing wage for the position.
10. Buildings and surroundings that Student Employees will work in must not be unsanitary, hazardous or lack proper ventilation as outlined by OSHA. Student employees assigned to jobs will be provided with appropriate protective clothing & safety equipment in accordance with OSHA Standards for Cooperators. The Cooperator agrees to allow the Center's Safety Supervisor to perform a site visit prior to Student Employees being assigned to the site, or as needed thereafter.
11. The employer will provide Student Employees with safety and health protection which shall be at least as effective as that which is required under the Occupational Safety and Health of 1970 (29 U.S.C and 29 CFR parts 1910, 1926 and 1960).

This agreement may be terminated by notification of either party or modified in writing by consent of both parties.

COOPERATOR

CASCADES JOB CORPS CENTER

BY: \_\_\_\_\_

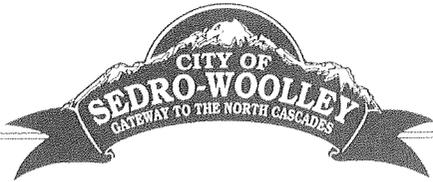
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



---

SUBJECT: PUBLIC COMMENT

Name :  
Address :  
Narrative :

# **PUBLIC HEARING(S)**

# Memorandum

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 10 2007

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

**To:** Mayor Anderson and City Council

**From:** Patsy Nelson *Patsy*

**Date:** 10/2/2007

**Re:** Property Tax Levy Ordinance (first reading)

---

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

General Property Tax Revenues Property tax levy increases are limited to 101% of the dollar amount of the previous year's highest allowed tax plus new construction and annexed property. The maximum dollar amount of the property tax levy is established by the City Council. The Skagit County Auditor's Office determines the assessed valuation. The tax rate is calculated based upon these two numbers. The final assessed valuations and resulting tax rate, will not be known until January, 2008.

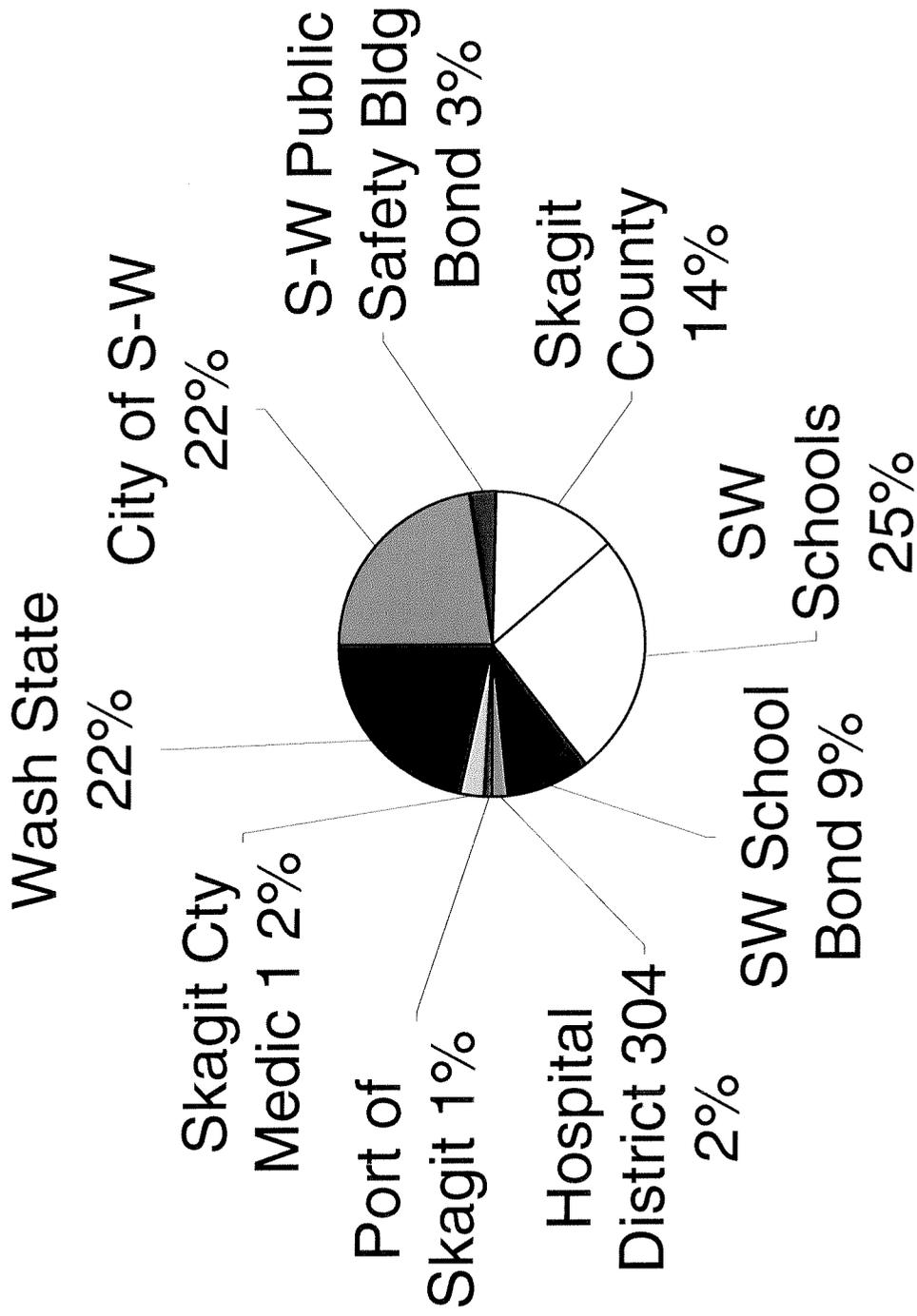
A levy increase in the amount of 1% would result in \$16,100 of additional property tax. Low-income senior citizens and disabled persons either do not pay this tax or receive a tax reduction, as determined by the Skagit County Assessor's Office. Unfortunately, we have not yet received the preliminary documentation from the Assessor's Office which contains an estimated levy rate. It is expected within the next two to three weeks.

The use of this 1% tax increase is not limited to the general fund. It may be restricted for specific items such as the new City Hall, acquisition of Park land, etc.

Voter Approved Bond Tax Revenues The second part of the ordinance is for the debt service for the Public Safety Building which was previously approved by the voters of Sedro-Woolley. Low-income senior citizens and disabled persons do not pay this tax. The 2008 tax request is \$210,000. This coming year will be the last payment on the old 6.25% bonds. The refunded bonds range from 3.0% - 4.0%, saving the taxpayers several thousand dollars over the lifetime of the bonds.

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

# Where do my property taxes go?



ORDINANCE NO.

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

WHEREAS, The City Council of the City of Sedro-Woolley has properly given notice of the public hearing held October 10, 2007, to consider the City of Sedro-Woolley 2008 Real Estate Property Tax Levy;

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

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

WHEREAS, the City's actual levy amount from the previous year was \$1,495,869; and,

WHEREAS, the population of this City is less than 10,000; and now, therefore,

IT IS HEREBY ORDAINED, by the City Council of the City of Sedro-Woolley, an increase in the regular property tax levy shall be imposed in addition to the increase resulting from the addition of new construction and improvements to property, addition of properties as a result of annexation and any increase in the value of state-assessed property. It is further ordained that the City Council hereby authorizes the 2008 levy in the amount of an increase of 1.00% from last year, or \$16,100 not to exceed the levy limit as allowed by law.

Also levied here is an amount necessary to fund the debt service of the 1996 G/O Bond Fund (Public Safety Building) in the amount of \$210,000.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 24th DAY OF OCTOBER, 2007.

\_\_\_\_\_  
Mike Anderson, Mayor

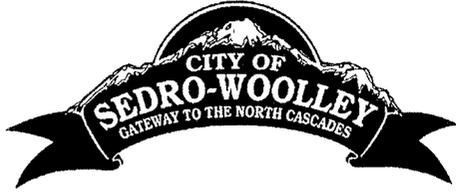
ATTEST:

\_\_\_\_\_  
Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# UNFINISHED BUSINESS



**CITY COUNCIL AGENDA  
REGULAR MEETING**

OCT 10 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 Supervisor/City Attorney

MEMO TO: City Council  
FROM: Eron Berg  
RE: City Hall Update  
DATE: October 10, 2007

PROJECT STATUS: The Project is progressing as anticipated. Current photos of the project are available for review at [www.ci.sedro-woolley.wa.us](http://www.ci.sedro-woolley.wa.us).

ISSUES: None for action at time of memo.

PENDING ISSUES:

1. PSE pole at entrance to building: we are waiting for actual design drawings from PSE/Potelco.
2. Generators. We are waiting for an MPR that incorporates the emergency power plan into the building.
3. FF&E budget still pending further review and discussion.
4. Telecommunications. NIS is continuing their work following their site visit at the end of last month.

REQUEST FOR ACTION:

1. None.

INFORMATIONAL ITEMS:

The following is a log of pending and approved modifications:

MODIFICATION PROPOSAL REQUESTS:

**Preliminarily Approved Under Resolution:**

8-23-2007	7	Electric door strikes	\$ 1,494.77
8-23-2007	8	Electric keypad entrance	\$ 841.01

9-19-2007	11	Addition of wires/boxes to Room 202	\$ 3,789.06
8-23-2007	12	Deletion of guard rail on staircase	(\$1173.74)
8-8-2007	13	Modification of tile trim	\$ 371.31
9-19-2007	14	Wiring for three flat panel monitors (EOC)	\$ 1,203.00
10-2-207	15R	Munro/Murdock drain line	\$ 5,057.19

**Under Council action on May 23, 2007:**

7-25-2007	5R	Authorization to revise floor plan to redesign building, planning and engineering	\$18,968.51
8-23-2007	9	Electrical revision following MPR 5R	\$ 2,532.34

**Under Council action on June 13, 2007:**

6-13-2007	n/a	Addition to Carletti contract	up to \$30,000.00
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**Under Council action on August 8, 2007 (CHANGE ORDER 1):**

5-29-2007	1R	Cascade Gas delays	\$ 9,270.37
5-29-2007	2	Costs related to electrical conflict under the elevator	\$ 1,660.19
5-29-2007	3	Re-routing conduit as a result of site conditions	\$ 615.79
6-28-2007	4	Additional work required following response to RFI 8 (AR's 8 & 12): additional beam	\$ 1,104.69
7-25-2007	6R	Addition of operable windows	\$10,597.78

**Under Council action on September 12, 2007:**

9-12-2007	10	Re-roofing existing structure	\$18,761.85
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**Under Council action on September 26, 2007:**

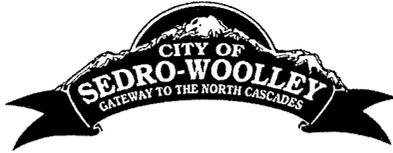
9-26-2007	21	Added cost for City engineer's plan revisions (04-07)	\$ 6,643.13
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**Pending consideration of the City & pricing from Contractor:**

9-17-2007	16	Two decorative lights in sidewalk on Metcalf	\$13,454.65
n/a	17	Flagpole/lights/steps on Metcalf	pending

n/a	18	Addition of double key deadbolt to jury room	pending
9/19/2007	19	Addition of mail room casework for police	voided
n/a	20	Addition of built-in desk/casework for offices	pending
n/a	22	Addition of cash drawers for clerks counters	pending

RECOMMENDATION: Just a status update this week; but, always possible to have more as late materials.



Building, Planning and Engineering Dept.  
Sedro-Woolley Municipal Building  
720 Murdock Street  
Sedro Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

**CITY COUNCIL AGENDA  
REGULAR MEETING**

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OCT 10 2007

**MEMO:**

**To:** City Council

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

**From:** Jack Moore,  
Director of Planning & Community Development

**Date:** October 10, 2007

**Subject:** Proposed ordinance amendment for R 15 zoning (**2nd reading**)

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**ISSUE**

Should the Council approve the attached amendment changing the side setbacks to interior lot lines of multi-family developments?

**PROJECT DESCRIPTION / HISTORY**

The Planning Commission held three open record public hearings to hear and consider written and public testimony concerning proposed updates to Chapter 17.16.

The Planning Commission voted to recommend to the City Counsel **APPROVAL** of the request for a Zoning Ordinance Amendment to change the *Sedro-Woolley Municipal Code* (SWMC) to allow no minimum side setbacks to interior lot lines of multi-family developments in the R-15 zoning district.

Included in this memo is:

- Exhibit A** - Planning Commission's proposed ordinance language; and
- Exhibit B** - Planning Commission's proposed ordinance language **with additional clarifications requested by the City Attorney**; and
- Exhibit C** - The Planning Commission's *Findings of Fact, Conclusions and Decision*.

**RECOMMENDED ACTION**

Motion to approve the proposed changes to Municipal Code Chapter 17.16, modifying the required side setback requirements in the R-15 zoning district.

# **Exhibit A**

### **17.16.035 Zero side setbacks permitted**

- A. A division of land allowing no minimum side setbacks to interior lot lines shall be permitted provided that all other requirements of the zoning district shall remain applicable.
- B. The standard setback requirements defined in SWMC 17.16.020 shall apply to property lines contiguous with the parcel being subdivided.
- C. No more than eight (8) dwelling units per building may be attached utilizing the provisions of this code section.
- D. No more than one dwelling unit shall be allowed on any lot with reduced side setbacks created through the provisions of this section of the code.
- E. All proposed developments permitted using this section shall comply with the Design Review Standards of SWMC Chapter 15.44 and shall be reviewed by the Design Review Committee to determine conformance.
- F. All developments utilizing the provisions of this section must establish a homeowner's association.

# **Exhibit B**

### **17.16.035 Zero side setbacks permitted**

**Intent:** It is the intent of this section to allow for the creation of new lots within an existing lot where buildings on the new lots are not required to maintain side setbacks for the purpose of allowing townhouses with condominium-style ownership that would include not only the interior spaces but also a portion of the land outside of the building. All other setbacks including those to the property lines of the parcel being subdivided, the front and rear setbacks, streets, driveways, etc. shall be maintained.

A. A division of land allowing no minimum side setbacks to interior lot lines shall be permitted provided that all other requirements of the zoning district shall remain applicable. Interior lot lines are those that are created as part of the proposed land division.

B. The standard setback requirements defined in SWMC 17.16.020 shall apply to the property lines of the parcel being subdivided.

C. No more than eight (8) dwelling units per building may be attached utilizing the provisions of this code section.

D. No more than one dwelling unit shall be allowed on any lot with reduced side setbacks created through the provisions of this section of the code.

E. All proposed developments permitted using this section shall comply with the Design Review Standards of SWMC Chapter 15.44 and shall be reviewed by the Design Review Committee to determine conformance.

F. All developments utilizing the provisions of this section must establish a homeowner's association per SWMC 16.04.080(C).

# **Exhibit C**

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION  
STATE OF WASHINGTON**

<p><b>In the Matter of:</b></p> <p>Zoning Variance Application # <u>ZA-1-07</u></p> <p>Proposed revision to allowed side setbacks in the R-15 (multi-family) zone</p>	<p><b>ZONING ORDINANCE AMENDMENT – FINDINGS OF FACT, CONCLUSIONS AND DECISION</b></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, August 21, 2007** under an application filed with the City of Sedro-Woolley by the applicant requesting a public hearing and recommendation from the Planning Commission pursuant to SWMC 2.90.010(D)3 and as described by Planning Department Staff Report hereby attached and made a part of this recommendation.

<b>Application Date:</b>	June 30, 2007
<b>Recommendation:</b>	Staff Recommends Approval of the Request to modify section 17.16 of the SWMC
<b>Hearing Date:</b>	Tuesday, August 21, 2007
<b>Proponent:</b>	Skagit Surveyors & Engineers 806 Metcalf St. Sedro-Woolley, WA 98284

<b>Zoning District: R-15 Residential (multi-family)</b>			
Minimum lot size:	Minimum lot size:	Minimum lot size:	Minimum lot size:
Front Setback:	Front Setback:	Front Setback:	Front Setback:
Side Setback:	Side Setback:	Side Setback:	Side Setback:
Rear Setback:	Rear Setback:	Rear Setback:	Rear Setback:

## **Description of proposal**

The applicant requests that the City consider changing the Sedro-Woolley Municipal Code (SWMC) to allow zero lot line setbacks to interior lot lines of multi-family developments in the R-15 zoning district.

See attached- Exhibit A: Cover letter  
Exhibit B: Proposed code language

## **FINDINGS OF FACT**

1. On June 30, 2007, Skagit Surveyors & Engineers submitted a request for a change in SWMC 17.16.
2. SWMC sections 2.90.010 (C)5 and 2.90.010 (D)6 define the type of actions and general procedures regulated as a legislative change of the municipal code.
3. SWMC section 2.90.050 regulates the procedures of the required public hearing.
3. Staff has reviewed the request to determine the possible differences, if any, to the nature of a project using the code as proposed.
4. Staff has reviewed former projects within Sedro-Woolley to determine if this type of development has been approved previously.
5. Staff has contacted adjacent jurisdictions to determine their experiences, good or bad, with developments using zero-lot-line setbacks.
6. Staff has researched proposal through Municipal Research and Services Center (MRSC) and through the American Planning Association (APA).
7. A Notice of Public Hearing for the proposed code changes was published on August 8, 2007 in the Courier-Times.
8. At the hearing, the Planning Department recommended that the Planning Commission make a motion to recommend to the City Council approval of the proposed code language, as shown in Exhibit B, allowing no minimum setbacks to interior lot lines for projects in the R-15 zoning district.
9. The applicant spoke and briefly summarized what was contained in the written request, i.e. the reasons that it would not change the physical nature of the property, would not be detrimental to the neighborhood and how it could encourage owner-occupied housing.
10. There was no public comment on this proposal.

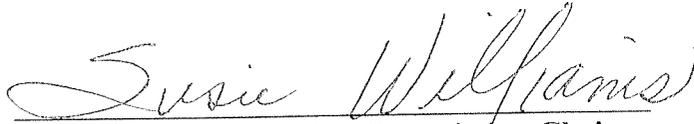
## CONCLUSIONS

The Planning Commission, having reviewed the application and all submitted documents by the applicant, makes the following conclusions:

1. The proposed code amendment would not physically change the type or number of structures allowed (duplexes, triplexes, multi-family) in the R-15 Zone, but would allow a condominium-style ownership that would include a small amount of yard.
2. All other code requirements would remain in effect, including building code and fire code.
3. This zero-lot-line setback construction and ownership method has been previously approved by the City of Sedro-Woolley as part of the Planned Residential Development of Klinger Estates.
4. The cities of Burlington and Mount Vernon both allow zero-lot-line development within their respective jurisdictions. Neither planning departments expressed any recognizable drawbacks to this form of ownership as long as total allowable densities are not increased and building and fire code requirements are met.
5. The MRSC and APA both promote the concept of zero-lot-line setbacks as a way of helping provide affordable owner-occupied housing while encouraging improved neighborhood aesthetics as a result of individual ownership of exterior spaces.
6. The Planning Commission stated that the proposed ordinance should allow for 8 units per building to be consistent with what is currently allowed in the R-15 zoning district. Staff noted recommended changes and verified the revised text with the Planning Commission.
7. The Planning Commission stated that the proposed ordinance should require the establishment of a homeowner's association to assist in establishing a level of neighborhood maintenance and aesthetics. Staff noted recommended changes and verified the revised text with the Planning Commission.
8. Based upon the foregoing, the Planning Commission recommends to the City Council approval of the request for a Zoning Ordinance Amendment to change the Sedro-Woolley Municipal Code (SWMC) to allow zero lot line setbacks to interior lot lines of multi-family developments in the R-15 zoning district.

**CERTIFICATION**

The City of Sedro-Woolley Planning Commission hereby recommends to the City Counsel **APPROVAL** of the request for a Zoning Ordinance Amendment to change the Sedro-Woolley Municipal Code (SWMC) to allow zero lot line setbacks to interior lot lines of multi-family developments in the R-15 zoning district at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, August 21, 2007**, at which time a quorum was present and the decision was for approval by a vote of **4 FOR, 1 AGAINST** , and **0 ABSTENTIONS** with Commissioner Loy voting against.

  
Susie Williams, Planning Commission Chair

9-13-2007  
Date

# **NEW BUSINESS**

# Memo

**To:** Mayor Anderson  
Sedro-Woolley City Council Members

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 10 2007

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

**From:** Chief Doug Wood

**Date:** 8-30-07

**Re:** Contract with leadsonline

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Background

There are currently two pawn shops inside the city limits of Sedro-Woolley. They are required, by city ordinance and state law, to keep a record of each transaction. They are then required to forward a copy of that record to the police department. The pawn shops are complying with this requirement.

There are a huge number of forms that come to our office and it is labor intensive to catalogue and keep track of these records and check for stolen property.

All of the police departments in the county have been working together to get a computerized system that all pawn shops will use and every agency can access to the records. This has been researched and leadsonline has been selected. This is an internet data base that the pawn shops will record their transactions and we will then have access to the records to review.

We currently do not have the records staff to catalogue the volumes of paper records and this will be a great tool for our detectives, and Officers from other departments, to search for stolen property and block many individuals from pawning stolen items.

Recommended action:

Authorize Mayor Anderson to sign contract for services for the remainder of 2007 and 2008.



Sedro-Woolley Police Department  
 220 Munro Street  
 Sedro-Woolley, WA 98284

Invoice Number: 212961  
 Invoice Date: 8/30/2007  
 Customer #: CCWASWPD  
 Terms: Due on receipt

Attn:

# INVOICE

Rep		Status:	P.O. No.	
CC		New		
Months	Description	Monthly Fee	Annual Total	
4.00	SelectSearch Service Package (Free Month Sept 2007)	89.25	357.00	
<p><i>We've moved! Please change your records to reflect our new address:</i></p> <p><i>15660 N. Dallas Pkwy., Ste. 800</i>  <i>Dallas, TX 75248</i></p> <p><b>Contract Dates:</b>  <b>9/1/07 - 12/31/07</b></p>				
<p>To pay by credit card, please call 972-361-0900.                  We accept American Express, Visa, MasterCard, and Discover Card.                  Thank you for your subscription.</p> <p>Please remit payment to:                  LeadsOnline, 15660 N. Dallas Pkwy., Ste. 800, Dallas, TX 75248</p>			<p><b>Total</b>      <b>\$357.00</b></p>	

Please call 972-361-0900 or email [accounting@leadsonline.com](mailto:accounting@leadsonline.com) should you have any questions about this invoice.



Sedro-Woolley Police Department  
 220 Munro Street  
 Sedro-Woolley, WA 98284

Invoice Number: 212962  
 Invoice Date: 8/30/2007  
 Customer #: CCWASWPD  
 Terms: Due on or bef...

Attn:

# INVOICE

Rep		Status:		P.O. No.	
CC		New			
Months	Description	Monthly Fee	Annual Total		
12.00	SelectSearch Service Package	119.00	1,428.00		
<p><i>We've moved! Please change your records to reflect our new address:</i></p> <p><i>15660 N. Dallas Pkwy., Ste. 800</i>  <i>Dallas, TX 75248</i></p> <p><b>Contract Dates:</b>  <b>1/1/08 - 12/31/08</b></p>					
<p>To pay by credit card, please call 972-361-0900.                  We accept American Express, Visa, MasterCard, and Discover Card.                  Thank you for your subscription.</p> <p>Please remit payment to:                  LeadsOnline, 15660 N. Dallas Pkwy., Ste. 800, Dallas, TX 75248</p>				<p><b>Total</b>      <b>\$1,428.00</b></p>	

Please call 972-361-0900 or email [accounting@leadsonline.com](mailto:accounting@leadsonline.com) should you have any questions about this invoice.

## Accounts Payable and Media Contact Information Form

Today's date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Fiscal Year Begins: \_\_\_\_\_ (Month)

Agency:

AP Name:

AP Title:

AP Phone #:

AP Fax #:

Billing Address (Where the invoice should be mailed):

AP E-Mail:

**\*Your email is important for you to receive updated W9's, information and invoices. It will not be shared.\***

**The media is often interested in what Law Enforcement Agencies are doing to protect their communities. LeadsOnline has tools you can use to generate positive press for your department. Please let us know who to send these materials to.**

Name:

Title:

Phone #:

E-Mail

**Thank you for keeping us up-to-date!**

*Please return this completed form via regular mail or fax:*

LeadsOnline, LLC.  
15660 North Dallas Parkway, Suite 800  
Dallas, Texas 75248  
F: 972.361.0901

## AGENCY AGREEMENT

This LeadsOnline, Inc. AGENCY AGREEMENT ("Agreement"), dated, **August 29, 2007**, is made between **Sedro Woolley, WA Police Department** ("Principal") and **LeadsOnline LLC** ("Provider").

### SCOPE OF AGREEMENT

Provider operates and maintains at its web site a confidential database accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected in crimes against property or in crimes against persons in which property is involved.

Principal desires to utilize the electronic database at Provider's web site.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

#### I.

##### DEFINITIONS

- 1.1 "Authorized Officials"** means duly authorized law enforcement personnel of Principal.
- 1.2 "Data"** includes the ticket number, item number, make, model, property description and serial number of merchandise sold to a Participant or used as loan collateral by a Participant, as well as the name and address of any customer(s) involved in the aforementioned transactions as required by law in Participant's jurisdiction.
- 1.3 "Law Enforcement Agency"** means any municipal, county, state or federal government staffed and operated agency whose primary purpose is criminal investigation and/or law enforcement, as contemplated by the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801, et seq., and 15 U.S.C. § 6821, et seq.) (the "GLBA"). **"Law Enforcement Agencies"** means two or more of such agencies.
- 1.4 "Participant"** means any person or entity that purchases pre-owned personal property and/or uses personal property as loan collateral and furnishes Data relative thereto to Provider for inclusion at Provider's web site.

#### II.

##### APPOINTMENT

- 2.1** Subject to the terms of this Agreement, Principal hereby appoints Provider as its agent, as such term is utilized in the GLBA, for the sole purpose of collecting, maintaining and disseminating Data from Participants. This agency appointment is effective as of the registration date of Principal's initial user.

**III.****AGREEMENTS AND RESPONSIBILITIES OF PRINCIPAL**

- 3.1** Principal agrees that Principal's use of the Data displayed at Provider's web site will be for the sole purpose of identifying merchandise and/or persons suspected in crimes against property or in crimes against persons in which property is involved.
- 3.2** Principal agrees not to divulge Data or information obtained through Principal's access to Provider's web site to anyone other than Authorized Officials and persons with Principal's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA. Principal agrees not to access information from outside of Principal's jurisdiction from Provider's web site for purposes of gathering information for any third party, including private parties and other law enforcement agencies.
- 3.3** Principal agrees that passwords provided by Provider to Principal enabling Principal to utilize Provider's web site will be made known only to Authorized Officials of Principal and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic database at Provider's web site. Principal's failure to strictly adhere to the terms of this Paragraph will result in the immediate termination of Principal's access to Provider's website.
- 3.4** Principal agrees not to use the Data or information displayed at Provider's web site for any unlawful purpose, or in any manner, which may create liability for Provider or Participants. Principal agrees its use of the Data or information contained at Provider's web site will not be other than as permitted by law or the rights duly granted to Principal in carrying out Principal's official duties.
- 3.5** Principal agrees to act in accordance with laws and procedures within Participant's jurisdiction, and agrees to notify the designated Law Enforcement Agency for Principal's jurisdiction prior to requesting additional information about Data, to place an item on hold status, or to confiscate an item found in a business outside of Principal's jurisdiction.
- 3.6** Principal agrees to submit accurate information, including but not limited to valid Principal case numbers for specific items and/or suspects as well as the identity of the Authorized Official, in conducting any search or use of Provider's web site.
- 3.7** Principal agrees it has no ownership rights to any password or user name that may be utilized by Principal pursuant to this Agreement. For security purposes, Principal agrees to change its password(s) every 90 days.
- 3.8** Principal is responsible for insuring that Principal's hardware can connect to Provider's website via the Internet.
- 3.9** Principal is responsible for insuring compliance among businesses in Principal's jurisdiction. Principal agrees to not discourage entities that purchase pre-owned personal property and/or use personal property as loan collateral from becoming Participants, and to not discourage Participants from furnishing Data to Provider.

#### **IV.**

##### **AGREEMENTS AND RESPONSIBILITIES OF PROVIDER**

- 4.1** Provider agrees to operate and maintain an electronic database at its web site for the purpose of receiving and disseminating Data from Participants for the sole use of Law Enforcement Agencies.
- 4.2** Provider agrees to provide database features in accordance with Attachment "A" attached to this Agreement.
- 4.3** Provider agrees to implement commercially reasonable efforts to maintain Principal's access to Provider's web site through Provider's server. However, from time to time, maintenance will be required to be performed, as well as developments and modifications to Provider's web site and on Provider's server. Principal acknowledges that Provider has no responsibility for the service or operation of the Internet, and that Provider makes no representations in this regard. Internet service is subject to limitations caused by local landlines, atmospheric or technical conditions and may be temporarily unavailable, limited, interrupted or curtailed.
- 4.4** Provider agrees to facilitate Principal's access to the Data by passwords and user names selected by Principal (within reasonable parameters established by Provider), allowing Principal to search and retrieve Data for the sole purpose of identifying stolen merchandise and persons suspected of crimes involving property.
- 4.5** Provider agrees to provide Principal's designated Department Head with a monthly report detailing the usage of Provider's web site by Principal's Authorized Officials, which includes the number of searches by each Authorized Official, property searched, names of suspects searched, along with Principal's case numbers associated with those searches.

#### **V.**

##### **CONDITIONS FOR PRINCIPAL'S ACCESS AND USE OF PROVIDER'S WEB SITE**

- 5.1** By entering into this Agreement, Principal represents it is a Law Enforcement Agency as that term is defined in Section I. Principal's appointment of Provider as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of Principal, as is contemplated by the GLBA.
- 5.2** Provider may modify or upgrade any aspect(s) of Provider's web site at any time without notice to Principal.
- 5.3** All Data is provided solely by Participants using Participant's proprietary operational software. Therefore, Provider cannot and does not represent or endorse the accuracy or reliability of the Data displayed through Provider's web site, nor the functionality of Participant's operational software. Principal acknowledges that any reliance by Principal or any Law Enforcement Agency upon any Data or other information displayed or distributed through Provider's web site shall be at Principal's sole risk. Upon notice by Participants or Law Enforcement Agencies, Provider reserves the right, in its sole discretion, to correct any errors or omissions in the Data contained in any portion of Provider's web site.
- 5.4** Provider reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post or to remove any Data or information, in

whole or in part, that in Provider's sole discretion is deemed to be in violation of local, state and/or federal law.

## **VI.** **TERM**

- 6.1** The initial term of the contract will be twelve (12) months.
- 6.2** This Agreement will become effective as of the date first set forth above and remain in effect for one year or until cancellation or termination by Provider or Principal as described below.
- 6.3** This Agreement will be automatically renewed for successive additional one-year terms unless Principal provides Provider written notice of cancellation at least (30) days prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, Principal agrees to pay Provider an annual subscription fee for the renewal period within 30 days of invoice.
- 6.4** Provider may terminate this Agreement for convenience by providing (30) days written notice. In the event of termination, Provider must remit to Principal on a pro-rated basis that portion of the annual subscription fee paid by Principal from the date Provider terminates this Agreement for convenience until the end of the applicable one-year term. Principal may terminate this Agreement for convenience by providing (30) days written notice, provided such termination shall not relieve Principal of its payment obligations to Provider hereunder or entitle Principal to any refund of a prepaid annual subscription fee.
- 6.5** Provider may immediately and without notice, terminate this Agreement for cause, at Provider's sole option, if Principal: (a) fails to pay any annual subscription fee owed to Provider under this Agreement; (b) fails to perform in accordance with its responsibilities contained in Section III of this Agreement; (c) fails to perform any other obligation required of Principal under this Agreement; or (d) violates any laws, rules or regulations. If termination occurs, Provider shall be entitled to receive from Principal all amounts and charges owed under this Agreement, in addition to all other legal and equitable remedies then and there available under Texas law.
- 6.6** Provider's client support and training is available to Principal at no additional cost when performed by telephone or email. Principal may request Provider to travel to Principal's location for specialized training and support. These special services will be provided at agreed upon rates for time, materials, travel, lodging, and miscellaneous expenses.
- 6.7** Principal may immediately and without notice, terminate this Agreement, at Principal's sole option, if Provider: (a) fails to perform in accordance with its responsibilities to Principal contained in Section IV of this Agreement; (b) fails to perform any other obligation required of Provider under this Agreement; or (c) violates any laws, rules or regulations. If termination occurs, as Principal's sole and exclusive remedy, Provider shall remit to Principal on a pro-rated basis that portion of the annual subscription fee paid by Principal from the date Provider commits any breach described above until the end of the applicable one year term.

## VII.

### DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1 PROVIDER SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PROVIDER'S WEB SITE AND PROVIDER'S SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. PROVIDER'S WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH PROVIDER'S WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. PROVIDER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN PROVIDER'S WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PROVIDER'S WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PROVIDER SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF PROVIDER'S WEB SITE BY PRINCIPAL, INCLUDING, WITHOUT LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.**

## VIII.

### INDEMNIFICATION

- 8.1** Provider shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Principal's employees arising out of or related to Principal's use of Provider's web site. Principal shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Provider's employees arising out of or related to operation or use of Provider's website. If both Provider and Principal are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Provider and Principal under this Agreement, Provider and Principal shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

## IX.

### COPYRIGHT

- 9.1** Provider's web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Provider's web site are only for the purpose described herein. All materials contained on Provider's web site are protected by copyright, and are owned or controlled by Provider or the party credited as the provider of the content. Principal will abide by any additional copyright notices, information, or restrictions contained in any content on Provider's web site.

**X.**  
**MISCELLANEOUS**

- 10.1** Provider may assign or delegate all or part of Provider's rights or duties under this Agreement without notice to Principal. Principal may not make any assignment of this Agreement without Provider's prior written consent, which will not be unreasonably withheld.
- 10.2** If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Provider deems the unenforceable provision to be essential to this Agreement, in which case Provider may terminate this Agreement, effective immediately upon notice to Principal.
- 10.3** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slow-downs.
- 10.4** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of Texas.
- 10.5** This Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof.

**PROVIDER**

**LeadsOnline LLC**

**By:** \_\_\_\_\_

**Print Name:** David K. Finley

**Title:** President & CEO

**Date:** \_\_\_\_\_

**Address:** 15660 N. Dallas Pkwy., Suite 800

**Dallas, Texas 75248**

**Federal Tax I.D. # 42-1720332**

**PRINCIPAL**

**Sedro Woolley Police Department**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** 220 Munro St.

**Sedro Woolley, WA 98284**

**Federal Tax I.D. #** \_\_\_\_\_

## **AGENCY AGREEMENT – Attachment 'A'**

### ***SELECTSEARCH SERVICE PACKAGE INCLUDES:***

- **Regional Search Capability**  
Transaction records from all Participants throughout Principal's home state and all adjoining states are available for search.
- **2 Years of Searchable Data**  
24 months of transaction records are available for investigative search.
- **NCIC Extract**  
NCIC Extract feature produces an electronic report of merchandise from transactions by Participants within Principal's jurisdiction to be sent via Principal's internal processes to the National Crime Information Center (NCIC) for comparison to its database.
- **25 Saved Searches**  
Saved Searches feature automatically runs searches continuously at the discretion of Authorized Officials.
- **Up to 3 ID's for Authorized Officials**  
Maximum number of Authorized Officers for whom individual accounts are established and access is granted upon registration by Authorized Officials and verification by Provider.
- **Suspect Tag**  
Suspect Tag facilitates inter-agency communication, enabling Authorized Officials to notify other agencies of suspect activity for sake of collaboration and avoidance of duplication of effort.

## AGENCY AGREEMENT – Attachment 'B'

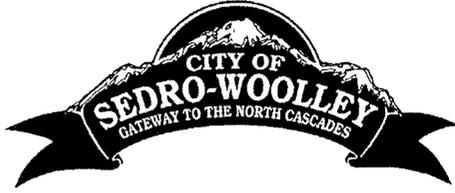
### PRICING

*First twelve (12) month period*

TOTALTRACK SERVICE PACKAGE:	<u>\$1,428</u>
<i>Prorate of SelectSearch Service Package 3 months</i>	<u>\$357</u>

### PAYMENT TERMS

Payment is due upon execution of this Agreement.



**CITY OF SEDRO-WOOLLEY**  
CITY COUNCIL AGENDA  
REGULAR MEETING

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

OCT 19 2007

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Evidence facility/off-site records storage  
DATE: October 10, 2007

ISSUE: The City will lose its current records storage areas and the police will lose their evidence facility when the old City Hall is sold. We need additional area for these functions.

My proposal is to use the Waldron Street ROW (West of Metcalf) to construct a 40 X 60 structure to serve as a secure police evidence facility and off-site records storage annex for City Hall. I have talked to both property owners and believe we are in agreement about the mechanism for obtaining the necessary property rights to construct this building. The location is ideal and the property would require no money to acquire.

My proposal to pay for this project is an interfund loan from the Sewer Cumulative Reserve fund to be repaid from the proceeds of the sale of the old City Hall building.

I would like to proceed with the design and specifications on this project now with an anticipated timeline and completion date that would allow us to occupy the new facility about the same time as we vacate the old City Hall.

REQUEST FOR ACTION:

1. Motion to approve the plan subject to final design approval of the City Council with a project budget of \$100,000.00. (Note: a budget amendment will be required at a future meeting).