

## 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 24, 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 #61664 to #61796 for \$406,663.87
    - Payroll Warrants #41202 to #41301 for \$157,447.36
  - c. Waiver of Fees - Community Center - SWHS - October 17, 2007
  - d. Waiver of Fees - Community Center - SWHS FFA - November 16, 2007
  - e. Waiver of Fees - Community Center - Job Corps Pasta Feed - November 1, 2007
  - f. Interlocal Agreement - Joint Purchasing with North Whatcom Fire and Rescue
  - g. Memorandum of Understanding - Radio Frequency Sharing with the City of Burlington
  - h. Street Closure Request - Skagit Valley Omnium Bicycle Race - April 26-27, 2008
  - i. Interlocal Agreement - Skagit County for Library Services 2007
4. Public Comment (Please limit your comments to 3-5 minutes)

### **PUBLIC HEARING**

5. Reenactment of Interim Zoning Control Ordinance 1574-07 (Township & Metcalf Street Sewers)
6. Ordinance - 2008 Property Tax Levy (*2nd Reading*)

### **UNFINISHED BUSINESS**

7. City Hall Update
8. F&S Grade Road/Highway 20 Update
9. Ordinance - Repealing SWMC 2.72 addressing the terms and conditions for using and maintaining the City Building

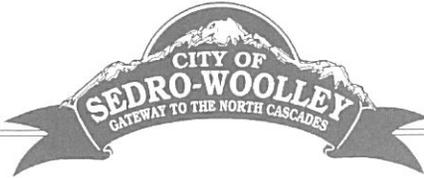
### **NEW BUSINESS**

10. Parks Fee Waivers/Community Center (*1st Reading*)

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

11. Sewer Committee Report

### **EXECUTIVE SESSION/YES**



DATE: October 24, 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 24, 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  
October 10, 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, Police Chief Wood and Fire Chief Klinger.

Mayor Anderson announced the addition of items to the agenda under New Business. The added items are the Holtcamp Easement Agreement and Stormwater Implementation Grant.

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #61550 to #61663 for \$700,027.73 (Voided Warrant #61551)
  - Payroll Warrants #41101 to #41201 for \$209,855.31
- Contract – EDASC Services for 2008
- Professional Services Contract – Mark Christ for on-call architectural & design services
- Interlocal Agreement – City of Sedro-Woolley and EMS for Basic Life Support (BLS) Automatic Mutual Aid
- Contract – Cascade Job Corps for placement of work-based training students with City

Councilmember London moved to approve the consent calendar excluding Item D – Professional Services Contract – Mark Christ. Seconded by Councilmember Colgan. Motion carried (7-0).

Councilmember London questioned the relationship of Item D to the records storage item under New Business.

Attorney/Supervisor Berg noted that the goal is to have an on-call consulting agreement to call upon for services through task orders for hourly services.

Discussion ensued as to financial impact of contract and the Bingham Park building.

Councilmember London moved to approve a contract between the City and Mark Christ for architectural and design services on an on-call basis. Seconded by Councilmember Galbraith. Motion carried (7-0).

Mayor Anderson reported to Council on a letter received by David Bricka of the Chamber of Commerce requesting to close Metcalf Street from Warner Street to Ferry Street for the annual Halloween Parade on October 31, 2007.

Councilmember Lemley moved to close Metcalf Street on October 31, 2007 from 4:15 – 4:45 P.M. Councilmember Meamber seconded. Motion carried (7-0).

#### Public Comment

Kirk Tolefson – KAPS Radio, thanked Police Chief Wood for his quick response to a phone inquire regarding the recent lock down of the High School. He also questioned where the responsibility lies for cleaning log jams in the Skagit River.

Mayor Anderson noted The log jam was a topic at a meeting he attended. He noted the reason it has not been done is because the water flow of the river has to get up to a certain level before they allow someone to break up the jams.

### **PUBLIC HEARING**

#### Ordinance – 2008 Property Tax Levy (1<sup>st</sup> Reading)

Clerk/Treasurer Nelson reviewed the information for the 2008 Property Tax Ordinance. She reviewed both the voter approved bond tax revenues and the general property tax revenues.

Mayor Anderson opened the public hearing at 7:15 P.M.

No testimony was given.

The public hearing was continued to the October 24, 2007 meeting.

### **UNFINISHED BUSINESS**

#### City Hall Update

Attorney/Supervisor Berg reviewed late materials regarding MPR 25 (generator issue). He reviewed three options and noted his recommendation for option 3 with discussion following.

Councilmember Requa moved to reject MPR 25 and do a change order to address switching for a future generator that would power the whole addition of City Hall. Seconded by Councilmember Colgan. Motion carried (7-0).

## F&S Grade Road/Highway 20 Update

Attorney/Supervisor Berg updated the Council regarding the receipt of a letter from Mark Nysether which pledges the necessary right-of-way to construct the second round-a-bout. Berg noted both Rimmer and Nysether are on board with the concept. The letter for a request for the delay to the CERB board will go out this week.

## Proposed Ordinance Amendment for R-15 Zoning (2<sup>nd</sup> Reading) Modifying the required side setback requirements in the R-15 Zoning district.

Councilmember Requa recused himself due to a conflict of interest and left the Council bench.

Attorney/Supervisor Berg noted this is the second reading of the proposed ordinance. Berg clarified ownership of common walls.

Dave McLaughlin – Skagit Surveyors & Engineers, addressed the Council regarding the need for CC&R's and maintenance agreements with the type of change being discussed. McLaughlin addressed the benefit of pride of ownership and the advantage to the requested change.

Councilmember Galbraith moved to approve the proposed changes to Municipal Code Chapter 17.16 Modifying the required side setback requirements in the R-15 zoning district with exhibit B. Councilmember Colgan seconded. Motion carried (7-0).

Councilmember Requa returned to the Council bench.

## **NEW BUSINESS**

### Contract – Leadsonline Services for remainder of 2007 and 2008

Police Chief Wood reviewed the state and City requirement for pawn shops to record transactions. He noted the tracking is labor intensive to catalogue, track and check for stolen property for his department. The proposed contract would allow a computer data base with access to the records and would be a great benefit to the detectives and officers from other departments to search for stolen property. He also noted the program tracks for a three state area.

Councilmember Colgan moved to authorize the Mayor to sign a contract for services for the remainder of 2007 and 2008. Seconded by Councilmember Requa. Motion carried (7-0).

### Evidence facility/off-site records storage project approval (design and specifications)

Attorney/Supervisor Berg reviewed the need for an evidence facility/off-site records storage. Berg reviewed a proposal to use Waldron Street right-of-way to construct a

40X60 structure. Berg noted that both adjoining property owners are in agreement regarding the property rights and the location is ideal. The property would require no money to acquire.

Discussion ensued to include building type, inter-fund loan, and the land vacation process for adjoining property owners.

Councilmember Colgan moved to approve the plans of building the off-site record storage on Waldron to a final design approval of the City Council with project budget of \$100,000.00. Seconded by Councilmember Requa. Motion carried (7-0).

#### Holtcamp Easement Agreement – (added)

Councilmember Requa recused himself due to a conflict of interest and left the Council bench.

Attorney/Supervisor Berg reviewed the reason for Councilmember Requa to recuse himself. He then reviewed project background and the need for the easement with the Highway 20 Sewer project. Berg also reviewed two other easements one from the hospital and the other also with the Holtcamp property which after research belongs to Dike District 12.

Councilmember Meamber moved to approve an easement for sewer lines between Holtcamp Properties LLC and the City of Sedro-Woolley and authorize the payment of \$15,000 to Holtcamp's. Councilmember Splane seconded. Motion carried (7-0).

Mayor Anderson thanked Attorney Berg for his work on getting the easements.

Councilmember Requa rejoined the Council bench.

#### Stormwater Implementation Grant

Attorney/Supervisor Berg reviewed the 2008 application for a Stormwater Management Implementation Grant. Berg noted that the grant is in response to the Governor's budget request for the current biennium. If successful in receiving the grant it would allow use of the Swedelius property to build a regional detention facility. The request is for \$650,000 in grant funds. The grant would allow design and permitting.

Councilmember Galbraith moved to submit the grant application to Olympia. Seconded by Councilmember Colgan. Motion carried (7-0).

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

Councilmember London – commented on the use of the Community Center and encouraged the gas range be reinstalled to replace the two conventional stoves currently in the building.

Attorney/Supervisor Berg – pointed out the McGargile sewer capacity analysis in the Council packets. He also updated Council on a recent meeting regarding the McGargile road improvements.

Councilmember Splane – noted he is trying to put together a field trip to view large trucks and lowboys maneuver around one of the round-a-bout's in the area.

Fire Chief Klinger – announced the upcoming Burn the Boot event. Tickets are available.

Police Chief Wood – noted the completion of emergency vehicle driving course for the officers. He also invited interested Councilmember's to attend their upcoming department meeting. Wood informed Council on a recent incident regarding the lock down of the State Street High School and a debriefing meeting held with the school officials.

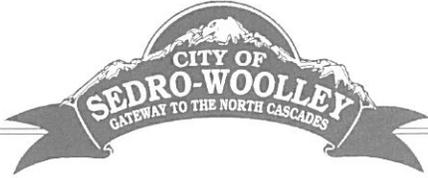
### **EXECUTIVE SESSION**

The meeting adjourned to executive session at 8:25 P.M. for the purpose of personnel with no decision anticipated.

The meeting reconvened at 8:55 P.M.

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

The meeting adjourned at 8:56 P.M.



DATE: October 24, 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 24, 2007.

Motion to approve Claim Vouchers #61664 to #61796 in the amount of \$406,663.87.

Motion to approve Payroll Warrants #41202 to #41301 in the amount of \$157,447.36.

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
61664	SKAGIT COUNTY AUDITOR	PS - Stormwater	40.00
		MISC-FILING FEES/LIEN EXP SWR	680.00
		MISC-FILING FEES/LIEN EXP SAN	640.00
		WARRANT TOTAL	1,360.00
61665	ABOVE ALL GUTTER SYSTEMS	REPAIRS/MAINT-SENIOR CENTER PL	1,588.09
		WARRANT TOTAL	1,588.09
61666	ACTION COMMUNICATIONS INC	REPAIRS/MAINT-EQUIP FD	776.88
		MACHINERY AND EQUIPMENT FD	47,447.49
		WARRANT TOTAL	48,224.37
61667	ADVANCE TRAVEL	TRAVEL PD	180.00
		TRAVEL/MEALS FD	88.00
		WARRANT TOTAL	268.00
61668	ALLELUJAH BUSINESS SYSTEMS	OPERATING SUPPLIES SWR	3.51
		WARRANT TOTAL	3.51
61669	ALL-PHASE ELECTRIC	REPAIRS/MAINT-EQUIP FD	21.97
		PORTABLE EQUIPMENT SWR	92.88
		WARRANT TOTAL	114.85
61670	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES PD	166.75
		SAFETY EQUIPMENT PL	39.96
		WARRANT TOTAL	206.71
61671	ASSOCIATION OF WA CITIES	RETIRED MEDICAL PD	6,769.80
		WARRANT TOTAL	6,769.80
61672	ASSOC PETROLEUM PRODUCTS	AUTO FUEL CS	54.27
		AUTO FUEL CS	45.63
		AUTO FUEL PD	1,155.16
		AUTO FUEL/DIESEL FD	352.57
		VEHICLE FUEL / DIESEL	350.72
		VEHICLE FUEL / DIESEL	379.71
		VEHICLE FUEL / DIESEL	106.20
		VEHICLE FUEL / DIESEL	77.65
		AUTO FUEL/DIESEL SWR	333.14
		AUTO FUEL/DIESEL SAN	1,766.24
		WARRANT TOTAL	4,621.29
61673	AT&T MOBILITY	TELEPHONE PD	718.72
		WARRANT TOTAL	718.72
61674	BANK OF AMERICA	PUBLIC EDUC. SUPPLIES PD	17.00
		TRAVEL PD	351.72
		TUITION/REGISTRATION PD	420.00
		WARRANT TOTAL	788.72
61675	BANK OF AMERICA	MEALS/TRAVEL EXE	40.00
		TRAVEL LGL	266.40

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TRAVEL	LGL	34.83
		WARRANT TOTAL		341.23
61676	BARNETT IMPLEMENT CO. INC	REPAIRS/MAINT - EQUIP	PL	174.96
		WARRANT TOTAL		174.96
61677	BAY CITY SUPPLY	OPERATING SUPPLIES	PL	615.89
		OPERATING SUPPLIES	PL	49.76
		OPERATING SUPPLIES	PL	240.05
		SUPPLIS - COMMUNITY CENTER	PL	87.92
		SUPPLIS - COMMUNITY CENTER	PL	58.69
		SUPPLIS - COMMUNITY CENTER	PL	190.19
		SUPPLIS - COMMUNITY CENTER	PL	91.06
		OPERATING SUPPLIES	SWR	162.43
		CONTAINERS	SAN	571.02
		WARRANT TOTAL		2,067.01
61678	BERG VAULT COMPANY	OP. SUPPLIES - STORM DRAIN	PL	575.00
		WARRANT TOTAL		575.00
61679	BIGGAR, ROB DBA	PROFESSIONAL SERVICES	SWR	1,496.00
		WARRANT TOTAL		1,496.00
61680	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	108.85-
		UNIFORMS/ACCESSORIES	PD	30.49
		MACHINERY & EQUIPMENT	PD	785.70
		WARRANT TOTAL		707.34
61681	BOULDER PARK, INC	SOLIDS HANDLING	SWR	1,247.02
		WARRANT TOTAL		1,247.02
61682	BOUWENS, JENNIFER A.	PROSECUTING ATTY	JUD	2,500.00
		WARRANT TOTAL		2,500.00
61683	CAL-PACIFIC PRODUCTS	MAINTENANCE OF LINES	SWR	320.33
		WARRANT TOTAL		320.33
61684	CARLETTI ARCHITECTS P.S.	ARCHITECT & ENGINEERING	CH	10,650.60
		WARRANT TOTAL		10,650.60
61685	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	18.30
		PUBLIC UTILITIES	FD	647.19
		PUBLIC UTILITIES	LIB	29.86
		PUBLIC UTILITIES	PL	72.54
		PUBLIC UTIL - COMM CENTER	PL	26.00
		PUBLIC UTIL - SENIOR CENTER	PL	158.21
		PUBLIC UTIL - FOOD BANK	PL	42.75
		PUBLIC UTIL - HHS	PL	15.74
		PUBLIC UTILITIES	SWR	47.21
		PUBLIC UTILITIES	SAN	153.06
		WARRANT TOTAL		1,210.86

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61686	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	16.74
		WARRANT TOTAL		16.74
61687	CINTAS CORPORATION #460	UNIFORMS	FD	42.24
		WARRANT TOTAL		42.24
61688	CITIES INSURANCE ASSOC.	PROFESSIONAL SERVICES	JUD	276.00
		INSURANCE & BONDS	FIN	2,157.00
		INSURANCE	LGL	548.00
		INSURANCE	CS	12,690.00
		INSURANCE	PLN	1,736.00
		PROFESSIONAL SERVICES	ENG	1,930.00
		INSURANCE	PD	30,704.00
		INSURANCE	FD	14,819.00
		INSURANCE	INSP	1,134.00
		INSURANCE	LIB	11,671.00
		INSURANCE	PL	26,042.00
		INSURANCE	SWR	35,091.00
		INSURANCE	SAN	8,348.00
		WARRANT TOTAL		147,146.00
61689	COLEMAN, JOHN	TRAVEL	PLN	645.99
		TRAVEL	PLN	434.42
		WARRANT TOTAL		1,080.41
61690	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	PLN	25.13
		SUPPLIES/BOOKS	PLN	7.66
		SUPPLIES	ENG	25.14
		SUPPLIES	ENG	7.67
		OFF/OPER SUPPS & BOOKS	INSP	25.14
		OFF/OPER SUPPS & BOOKS	INSP	7.66
		WARRANT TOTAL		98.40
61691	COMPUTER SOURCE	OPERATING SUPPLIES	FD	21.55
		WARRANT TOTAL		21.55
61692	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	39.58
		REPAIR & MAINT - AUTO	PD	111.03
		REPAIR & MAINT - AUTO	PD	37.53
		REPAIR & MAINT - AUTO	PD	37.11
		REPAIR & MAINT - AUTO	PD	39.58
		REPAIR & MAINT - AUTO	PD	37.53
		WARRANT TOTAL		302.36
61693	SKAGIT WEEKLY NEWS GROUP	PRINTING/PUBLICATIONS	PD	100.44
		WARRANT TOTAL		100.44
61694	CRAWFORD GARAGE DOORS INC	REPAIR/MAINTENANCE	PD	529.20
		SMALL TOOL & MINOR EQUIP	PL	529.20
		WARRANT TOTAL		1,058.40
61695	CRYSTAL SPRINGS	SUPPLIES	LGS	47.94

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	CS	66.46
		OPERATING SUPPLIES	FD	27.41
		OPERATING SUPPLIES	PL	99.57
		OP. SUPPLIES - GOLF	PL	4.04
		WARRANT TOTAL		237.34
61696	DALCO, INC	SMALL TOOLS & MINOR EQUIP	SAN	3,253.50
		WARRANT TOTAL		3,253.50
61697	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	114.00
		OFFICE/OPERATING SUPPLIES	PD	76.00
		WARRANT TOTAL		190.00
61698	DAVID EVANS & ASSOÇ INC	ENGINEERING-SKAGIT LIGHT	AST	4,706.69
		WARRANT TOTAL		4,706.69
61699	THE UNITY GROUP	PROFESSIONAL SERVICES	JUD	21.00
		INSURANCE & BONDS	FIN	164.00
		INSURANCE	LGL	42.00
		INSURANCE	CS	963.00
		INSURANCE	PLN	132.00
		PROFESSIONAL SERVICES	ENG	146.00
		INSURANCE	PD	2,331.00
		INSURANCE	FD	1,124.80
		INSURANCE	INSP	86.00
		INSURANCE	LIB	886.00
		INSURANCE	PL	1,977.00
		INSURANCE	SWR	2,664.00
		INSURANCE	SAN	634.00
		WARRANT TOTAL		11,170.80
61700	DOUGHER, MELISSA	UNIFORMS/ACCESSORIES	PD	40.00
		WARRANT TOTAL		40.00
61701	E & E LUMBER	OPERATING SUPPLIES	PL	17.43
		OPERATING SUPPLIES	PL	43.16
		OPERATING SUPPLIES	PL	27.63
		OPERATING SUPPLIES	PL	58.10
		OPERATING SUPPLIES	PL	5.62
		OPERATING SUPPLIES	PL	5.44
		OPERATING SUPPLIES	PL	10.20
		OPERATING SUPPLIES	PL	94.39
		REPAIRS/MAINT-HHS	PL	10.25
		MAINTENANCE OF BUILDINGS	SWR	92.66
		OPERATING SUPPLIES	SWR	7.13
		OPERATING SUPPLIES	SWR	8.62
		WARRANT TOTAL		380.63
61702	FIDALGO NETWORKING	TELEPHONE	SAN	50.00
		WARRANT TOTAL		50.00
61703	GG&G INC.	MACHINERY & EQUIPMENT	PD	377.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		377.00
61704	GAYLORD BROS.	SUPPLIES	LIB	54.41
		SUPPLIES	LIB	202.33
		WARRANT TOTAL		256.74
61705	GARDNER ELECTRONICS	MACHINERY AND EQUIPMENT	FD	281.94
		WARRANT TOTAL		281.94
61706	GLENN B. ALLEN AWARDS	OPERATING SUPPLIES	FD	16.20
		WARRANT TOTAL		16.20
61707	GEN-X SIGNS & BANNERS	REPAIRS/MAINT-CAMPGROUND	PL	464.40
		WARRANT TOTAL		464.40
61708	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	299.03
		EQUIPMENT LEASES	CS	342.36
		WARRANT TOTAL		641.39
61709	GUARDIAN NW TITLE & ESCROW	PROFESSIONAL SERVICES	ENG	43.00
		PROFES. SVCS. REIMBURSE	ENG	66.00
		WARRANT TOTAL		109.00
61710	GUARDIAN SECURITY	SUPPLIS - COMMUNITY CENTER	PL	1,140.00
		PROFESSIONAL SERVICES	SWR	30.00
		WARRANT TOTAL		1,170.00
61711	GUYLINE CONSTRUCTION, INC	OPERATING SUPPLIES	PL	112.86
		OPERATING SUPPLIES	PL	77.54
		WARRANT TOTAL		190.40
61712	H & W EMERG VEHICLE SERV	REPAIRS/MAINT-EQUIP	FD	585.14
		WARRANT TOTAL		585.14
61713	HACH COMPANY	OPERATING SUPPLIES	SWR	271.59
		WARRANT TOTAL		271.59
61714	HAYDEN, PATRICK	PROFESSIONAL SERVICES	PLN	150.00
		WARRANT TOTAL		150.00
61715	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	138.00
		WARRANT TOTAL		138.00
61716	HONEY BUCKET	OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	72.70
		WARRANT TOTAL		166.46
61717	HR DIRECT	OPERATING SUPPLIES	SWR	56.93
		WARRANT TOTAL		56.93
61718	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	1,755.00
		WARRANT TOTAL		1,755.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61719	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	57.35
		WARRANT TOTAL		57.35
61720	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	6.21
		BOOKS, PERIOD, RECORDS	LIB	3,626.09
		BOOKS, PERIOD, RECORDS	LIB	551.99
		WARRANT TOTAL		4,184.29
61721	ISOMEDIA.COM	TELEPHONE	FIN	8.74
		TELEPHONE	FIN	8.74
		TELEPHONE	PLN	8.73
		TELEPHONE	ENG	8.74
		TELEPHONE	LIB	39.95
		WARRANT TOTAL		74.90
61722	KESSELRING'S	AMMUNITION	PD	614.95
		WARRANT TOTAL		614.95
61723	KRAMER, STEVE	PROFESSIONAL SERVICES	INSP	400.00
		WARRANT TOTAL		400.00
61724	LAB SAFETY SUPPLY	OFFICE/OPERATING SUPPLIES	PD	47.86
		WARRANT TOTAL		47.86
61725	LARRYS AUTO & TRUCK PARTS	SOLID WASTE DISPOSAL	SAN	224.00
		WARRANT TOTAL		224.00
61726	LEE JOHNSON & SONS	MAINTENANCE OF LINES	SWR	4,683.09
		WARRANT TOTAL		4,683.09
61727	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
61728	MCLOUGHLIN & EARDLEY CORP	MACHINERY AND EQUIPMENT	FD	72.80
		WARRANT TOTAL		72.80
61729	MELTON, NEWELL R.	MEALS / TRAVEL	PL	14.00
		WARRANT TOTAL		14.00
61730	MARTIN MARIETTA MATERIALS	OTHER IMPROVEMENTS	SWR	2,143.24
		WARRANT TOTAL		2,143.24
61731	MOORE, JACK R.	TRAVEL	PLN	338.53
		WARRANT TOTAL		338.53
61732	NAVTECH GPS	OPERATING SUPPLIES	SWR	51.00
		WARRANT TOTAL		51.00
61733	NORTHWEST INFORMATION SERVICES	ARCHITECT & ENGINEERING	CH	4,455.00
		WARRANT TOTAL		4,455.00
61734	NAT'L GEOGRAPHIC SOCIETY	BOOKS, PERIOD, RECORDS	LIB	34.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		34.00
61735	NAT'L PARKS/CONSERVATION	BOOKS, PERIOD, RECORDS	LIB	65.00
		WARRANT TOTAL		65.00
61736	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	397.90
		WARRANT TOTAL		397.90
61737	NORTHWEST RECYCLING CO.	PROFESSIONAL SERVICES	PD	81.30
		WARRANT TOTAL		81.30
61738	OASYS	OPERATING RENTALS/LEASES	FIN	321.52
		SUPPLIES/BOOKS	PLN	281.50
		SUPPLIES	ENG	281.50
		OFF/OPER SUPPS & BOOKS	INSP	281.51
		WARRANT TOTAL		1,166.03
61739	OFFICE DEPOT	SUPPLIES	FIN	36.56
		SUPPLIES	FIN	198.88
		OFFICE/OPERATING SUPPLIES	PD	79.97
		OFFICE/OPERATING SUPPLIES	PD	133.69
		OFFICE/OPERATING SUPPLIES	PD	6.45
		OFFICE SUPPLIES	FD	48.95
		SUPPLIES	LIB	273.92
		OFFICE SUPPLIES	SAN	65.67
		WARRANT TOTAL		844.09
61740	OLIVER-HAMMER CLOTHES	CLOTHING	PL	199.24
		CLOTHING	PL	232.50
		CLOTHING	PL	61.28
		OPERATING SUPPLIES	PL	129.60
		SAFETY EQUIPMENT	SWR	102.58
		WARRANT TOTAL		725.20
61741	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	31.58
		MISC-LAUNDRY	PL	16.19
		MISC-LAUNDRY	PL	19.06
		MISC-LAUNDRY	PL	50.14
		MISC-LAUNDRY	PL	22.35
		MISC-LAUNDRY	PL	18.45
		LAUNDRY	SWR	21.93
		LAUNDRY	SWR	29.49
		LAUNDRY	SWR	21.93
		WARRANT TOTAL		231.12
61742	PAPER DIRECT INC	SUPPLIES	LIB	23.94
		WARRANT TOTAL		23.94
61743	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	436.81
		WARRANT TOTAL		436.81
61744	PHILLIPS ENVIRONMENTAL	PROFESSIONAL SERVICES	PL	700.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		700.00
61745	PITNEY BOWES, INC.	SUPPLIES	FIN	156.04
		WARRANT TOTAL		156.04
61746	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	870.00
		WARRANT TOTAL		870.00
61747	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	36.40
		PUBLIC UTILITIES	CS	36.40
		PUBLIC UTILITIES	FD	164.00
		PUBLIC UTILITIES	LIB	20.75
		PUBLIC UTILITIES	PL	137.45
		PUBLIC UTIL - CAMPGROUND	PL	466.47
		PUBLIC UTIL - HHS	PL	94.70
		PUBLIC UTILITIES	SWR	153.25
		PUBLIC UTILITIES	SAN	33.75
		WARRANT TOTAL		1,143.17
61748	PUBLIC SAFETY CENTER, INC.	MACHINERY & EQUIPMENT	PD	164.36
		WARRANT TOTAL		164.36
61749	PUGET SOUND ENERGY	PUBLIC UTIL - STREETLIGHTS	PL	6,729.42
		WARRANT TOTAL		6,729.42
61750	PURCHASE POWER	POSTAGE	JUD	312.15
		POSTAGE	FIN	308.05
		POSTAGE	LGL	8.66
		POSTAGE	PLN	102.62
		POSTAGE	ENG	116.92
		POSTAGE	INSP	25.50
		OFFICE SUPPLIES / POSTAGE	PL	16.32
		POSTAGE	SWR	162.39
		POSTAGE	SAN	162.39
		WARRANT TOTAL		1,215.00
61751	QUIRING MONUMENTS, INC.	OPERATING SUPPLIES	PL	75.00
		WARRANT TOTAL		75.00
61752	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	66.94
		WARRANT TOTAL		66.94
61753	RINKER MATERIALS	CONTRACTED OVERLAY	PL	6,841.44
		OTHER IMPROVEMENTS	SWR	4,093.75
		WARRANT TOTAL		10,935.19
61754	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	80.82
		OPERATING SUPPLIES	SWR	49.50
		OPERATING SUPPLIES	SWR	53.35
		WARRANT TOTAL		183.67
61755	SEDRO-WOOLLEY AUTO PARTS	REPAIRS/MAINT - EQUIP	PL	78.68

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MAINTENANCE OF VEHICLES	SWR	24.53
		REPAIRS/MAINT-EQUIP	SAN	39.03
		REPAIRS/MAINT-EQUIP	SAN	9.50
		REPAIRS/MAINT-EQUIP	SAN	7.13
		REPAIRS/MAINT-EQUIP	SAN	3.21
		WARRANT TOTAL		162.08
61756	SEDRO-WOOLLEY FARMERS MKT	FARMERS MARKET	HOT	1,000.00
		WARRANT TOTAL		1,000.00
61757	SEDRO-WOOLLEY RIDING CLUB	S-W RIDING CLUB - RODEO	HOT	650.00
		WARRANT TOTAL		650.00
61758	SKAGIT 911	CONTRACTED ENHANCED 911	PD	11,702.66
		CONTRACT SVS-CNTRL DISPATCH	FD	3,403.66
		CONTRACT SVS-CNTRL DISPATCH	FD	2,272.34
		WARRANT TOTAL		17,378.66
61759	SKAGIT CITY TURF	OPERATING SUPPLIES	SWR	247.32
		WARRANT TOTAL		247.32
61760	SKAGIT COUNTY PLANNING &	PS - Stormwater		42.00
		PS - Stormwater		42.00
		WARRANT TOTAL		84.00
61761	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	594.11
		WARRANT TOTAL		594.11
61762	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	1,050.00
		WARRANT TOTAL		1,050.00
61763	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	33,358.09
		WARRANT TOTAL		33,358.09
61764	SKAGIT CO. SENIOR SERVICE	SKAGIT SENIOR SERVICES	SEN	4,725.25
		WARRANT TOTAL		4,725.25
61765	SKAGIT COUNTY SHERIFF	PRISONERS	PD	1,852.87
		WARRANT TOTAL		1,852.87
61766	SKAGIT COUNTY SHERIFF OFF	PRISONER TRANSPORT	PD	956.20
		WARRANT TOTAL		956.20
61767	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	131.48
		WARRANT TOTAL		131.48
61768	SKAGIT READY MIX, INC.	OPERATING SUPPLIES	PL	419.58
		WARRANT TOTAL		419.58
61769	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	56.40
		WARRANT TOTAL		56.40

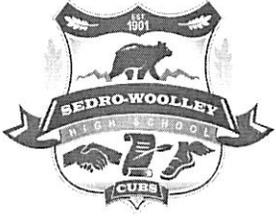
WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61770	SKAGIT RIVER STEEL	MAINTENANCE OF LINES	SWR	90.43
		WARRANT TOTAL		90.43
61771	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	25.65
		ADVERTISING/LEGAL PUBLIC	PLN	99.75
		ADVERTISING	FD	22.80
		MISCELLANEOUS	CH	17.10
		WARRANT TOTAL		165.30
61772	SK. VALLEY MED. CTR INC	PROF SERVICE-MEDICAL EXAMS	FD	145.00
		WARRANT TOTAL		145.00
61773	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP	SAN	428.61
		WARRANT TOTAL		428.61
61774	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	21.06
		UNIFORM CLEANING	PD	499.83
		MISC-LAUNDRY	FD	4.05
		WARRANT TOTAL		524.94
61775	STATE AUDITOR'S OFFICE	STATE AUDITING	FIN	8,055.02
		WARRANT TOTAL		8,055.02
61776	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		PROFESSIONAL SERVICES	CIV	50.00
		WARRANT TOTAL		2,778.00
61777	SUMMIT GIS	PROFESSIONAL SERVICES	FD	900.00
		WARRANT TOTAL		900.00
61778	TALLY GENICOM LP	SUPPLIS	FIN	237.60
		WARRANT TOTAL		237.60
61779	TOMAHAWK LIVE TRAP CO.	OPERATING SUPPLIES	PD	117.44
		WARRANT TOTAL		117.44
61780	TRUE VALUE	OPERATING SUPPLIES	FD	32.37
		OPERATING SUPPLIES	FD	11.87
		OPERATING SUPPLIES	FD	.43
		SUPPLIS - COMMUNITY CENTER	PL	21.59
		SUPPLIS - COMMUNITY CENTER	PL	63.70
		SUPPLIS - COMMUNITY CENTER	PL	7.55
		REPAIRS/MAINT-STREETS	PL	53.98
		REPAIRS/MAINT-STREETS	PL	25.89
		OPERATING SUPPLIES	SWR	25.89
		OPERATING SUPPLIES	SWR	19.43
		OPERATING SUPPLIES	SWR	34.54
		OPERATING SUPPLIES	SAN	5.93
		OPERATING SUPPLIES	SAN	16.19
		OPERATING SUPPLIES	SAN	23.74
		WARRANT TOTAL		343.10

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61781	UNITED LABORATORIES	OPERATING SUPPLIES	PL	198.89
		SUPPLIS - COMMUNITY CENTER	PL	300.21
		SUPPLIS - COMMUNITY CENTER	PL	341.36
		WARRANT TOTAL		840.46
61782	USA BLUE BOOK	SAFETY EQUIPMENT	SWR	226.21
		WARRANT TOTAL		226.21
61783	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	49.20
		WARRANT TOTAL		49.20
61784	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	16.61
		REPAIRS/MAINT-EQUIP	FD	23.75
		OPERATING SUPPLIES	SWR	14.64
		REPAIRS/MAINT-EQUIP	SAN	210.82
		REPAIRS/MAINT-EQUIP	SAN	9.39
		REPAIRS/MAINT-EQUIP	SAN	80.03
		REPAIRS/MAINT-EQUIP	SAN	9.70
		WARRANT TOTAL		364.94
61785	VALLEY BARK & TOPSOIL	OPERATING SUPPLIES	PL	44.63
		WARRANT TOTAL		44.63
61786	VERIZON NORTHWEST	TELEPHONE	JUD	190.88
		TELEPHONE	FIN	477.20
		TELEPHONE	FIN	56.78
		TELEPHONE	PLN	95.44
		TELEPHONE	PLN	32.68
		TELEPHONE	ENG	95.43
		TELEPHONE	ENG	32.68
		TELEPHONE	PD	258.67
		TELEPHONE	PD	934.55
		TELEPHONE	INSP	95.43
		TELEPHONE	INSP	32.68
		TELEPHONE - CAMPGROUND	PL	113.04
		TELEPHONE	SWR	94.09
		WARRANT TOTAL		2,509.55
61787	VISITING NURSE HOME CARE	PROFESSIONAL SERVICES	FIN	100.00
		PROFESSIONAL SERVICES	PD	350.00
		PROFESSIONAL SERVICES	FD	150.00
		PROFESSIONAL SERVICES	LIB	100.00
		PROFESSIONAL SERVICES	PL	100.00
		PROFESSIONAL SERVICES	SWR	125.00
		PROFESSIONAL SERVICES	SAN	25.00
		WARRANT TOTAL		950.00
61788	VISTEN, LESLIE	RETIRED MEDICAL	PD	117.00
		WARRANT TOTAL		117.00
61789	WA ASSOC OF SHERIFFS &	DUES/SUBSCRIPTIONS	PD	75.00
		WARRANT TOTAL		75.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61790	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	PD	86.20
		INDUSTRIAL INSURANCE	SWR	33.75
		WARRANT TOTAL		119.95
61791	WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	PD	12.93
		SUPPLIES	LIB	9.91
		TAXES AND ASSESSMENTS	LIB	5.18
		BOOKS, PERIOD, RECORDS	LIB	47.78
		OP. SUPPLIES - TRAFFIC	PL	125.76
		TAXES & ASSESSMENTS	PL	230.25
		TAXES & ASSESSMENTS	PL	121.78
		TAXES AND ASSESSMENTS	SWR	3,815.79
		TAXES & ASSESSMENTS	SAN	4,448.70
		WARRANT TOTAL		8,818.08
61792	WA STATE DEPT OF REVENUE	RENTS, LEASES, CONCESSIONS		481.50
		WARRANT TOTAL		481.50
61793	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	120.00
		WARRANT TOTAL		120.00
61794	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		6,578.51
		WARRANT TOTAL		6,578.51
61795	WOOD'S LOGGING SUPPLY INC	TRAFFIC LIGHT REVISION	FD	6.68
		MAINTENANCE OF LINES	SWR	27.00
		OPERATING SUPPLIES	SAN	34.55
		WARRANT TOTAL		68.23
61796	WOODBURN COMPANY	PS - Stormwater		68.78
		PORTABLE EQUIPMENT	SWR	68.78
		REPAIRS/MAINT-EQUIP	SAN	68.78
		WARRANT TOTAL		206.34
		RUN TOTAL		406,663.87

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	199,689.47
104	ARTERIAL STREET FUND	4,706.69
105	LIBRARY FUND	17,705.67
108	STADIUM FUND	1,650.00
110	PUBLIC LANDS 110	53,888.80
331	CITY HALL CONST FUND	15,122.70
401	SEWER FUND	59,147.37
412	SOLID WASTE FUND	54,753.17
TOTAL		406,663.87

DEPARTMENT	AMOUNT
001 000 000	7,060.01
001 000 011	73.59
001 000 012	9,749.53
001 000 013	40.00
001 000 014	13,156.13
001 000 015	1,031.37
001 000 016	50.00
001 000 018	14,583.43
001 000 019	4,090.45
001 000 020	2,945.86
001 000 021	65,974.13
001 000 022	73,527.69
001 000 024	2,087.92
001 000 055	4,725.25
001 000 062	594.11
FUND CURRENT EXPENSE FUND	199,689.47
104 000 042	4,706.69
FUND ARTERIAL STREET FUND	4,706.69
105 000 072	17,705.67
FUND LIBRARY FUND	17,705.67
108 000 019	1,650.00
FUND STADIUM FUND	1,650.00
110 000 042	53,888.80
FUND PUBLIC LANDS	110 53,888.80
331 000 012	15,122.70
FUND CITY HALL CONST FUND	15,122.70
401 000 035	59,147.37
FUND SEWER FUND	59,147.37
412 000 037	54,753.17
FUND SOLID WASTE FUND	54,753.17
TOTAL	406,663.87



## *Sedro-Woolley High School*

1235 3rd Street  
Sedro-Woolley, WA 98284  
360-855-3510 Fax 360-855-3517

Michael Schweigert - Principal  
Brian Isakson – Asst. Principal  
Jeff Ingram – Asst. Principal/Activities Director  
Todd Torgeson - Athletic Director  
David A. Rudy – CTE Director/Asst. Principal

October 11, 2007

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

Dear Mayor Anderson & SW City Council Members:

Sedro-Woolley High School is requesting that the usage fee be waived for use of the Sedro-Woolley Community Center on Wednesday, October 17, 2007. We have arranged to use the community center on that day in order to administer the PSAT.

Thank you in advance for your consideration of this request and for your continued support of Sedro-Woolley Schools.

Sincerely,

Ellie Slabodnik  
Career Counselor-SWHS



## SEDRO-WOOLLEY HIGH SCHOOL

1235 Third Street  
Sedro-Woolley, WA 98284  
Phone - 360-855-3511  
Fax - 360-855-3517

Michael C. Schweigert - Principal  
Brian Isakson - Assistant Principal  
Jeff Ingram - Asst. Principal/Activities Director  
David A. Rudy - CTE Director/Asst. Principal  
Todd Torgeson - Athletic Director

October 2, 2007

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

Dear Mayor Anderson & S-W City Council Members:

The Sedro-Woolley High School FFA Program is requesting that the usage fee be waived for the use of the Sedro-Woolley Community Center for the FFA Tri Tip BBQ fundraiser on Friday, November 16, 2007.

The funds earned will be used to provide students with extended classroom learning opportunities.

Thank you in advance for your consideration of this request. We appreciate your support of Sedro-Woolley schools!

Sincerely,

Wayne Ramsey  
Agriculture Teacher/FFA Advisor

Dave Rudy  
CTE Director/Assistant Principal

SWHS Mission:

“Every student graduates with the knowledge and skills for future learning and success.”



**CASCADES JOB CORPS CENTER**  
P.O. Box 819  
Sedro-Woolley, WA 98284  
(360) 854-3400 • FAX: (360) 854-2227 • 1-800-536-0321  
[www.cascadesjobcorps.org](http://www.cascadesjobcorps.org)

October 11, 2007

**Re: Job Corps Pasta Feast**

To the Council Members for The City of Sedro-Woolley:

The students and staff of Cascades Job Corps would like to thank the City of Sedro-Woolley for its continued support of the Job Corps program. As in years past, we are hosting the Cascades Community Pasta Feast at the Community Center. The event is scheduled for Thursday November 1<sup>st</sup> from 4:30-7:00pm.

This year's pasta feast will include gift baskets that have been donated for raffle prizes. Each year, the proceeds from this event are donated to a scholarship fund that helps Job Corps students with college or transitional expenses they will incur after completing the program.

Because this event is a fundraiser for Cascades students, we hope that any fees charged for the use of the facility could be waived. We also hope that we will see all of you at the Pasta Feast on November 1st !

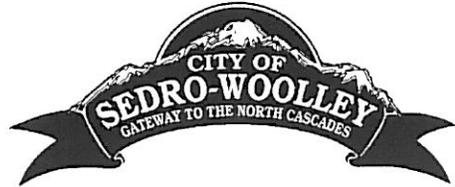
Very Sincerely,

A handwritten signature in black ink, appearing to read "Brian Hurst", written over a horizontal line.

Brian Hurst  
Business and Community Liaison  
Cascades Job Corps  
360-854-2161  
[Hurst.brian@jobcorps.org](mailto:Hurst.brian@jobcorps.org)

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 24 2007



To: City Council

From: Eron Berg

Date: October 24, 2007

Re: Joint Purchasing Interlocal Agreement with North Whatcom Fire and Rescue

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

---

**ISSUE:** Should the City enter into a joint purchasing interlocal with North Whatcom Fire and Rescue?

**BACKGROUND:** The Interlocal Cooperation Act allows cities to agree to a wide variety of arrangements that benefit municipalities within the State of Washington. This proposed agreement allows both the City and North Whatcom Fire and Rescue to share effort in developing vendor lists, bids, etc. It does not obligate the City to any particular purchases. It does, however, allow North Whatcom Fire and Rescue to use our recent process for awarding the Swissphone pagers for their own purchase.

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

After Recording Return to:

NORTH WHATCOM FIRE AND RESCUE  
307 19<sup>th</sup> STREET  
LYNDENT, WA 98264

THE PARTIES AGREE AS FOLLOWS:

INTERLOCAL JOINT PURCHASING AGREEMENT

BETWEEN

NORTH WHATCOM FIRE AND RESCUE

AND

CITY OF SEDRO-WOOLLEY

THIS INTERLOCAL AGREEMENT is entered into under Chapter 39.34 RCW on this \_\_\_\_\_ day of \_\_\_\_\_, 2007 \_\_\_ between Whatcom County Fire District #21 dba North Whatcom Fire and Rescue, Washington, a political subdivision of the State of Washington ("NWFR"), and City of Sedro-Woolley, Washington, a political subdivision of the State of Washington ("Sedro-Woolley").

1. PURPOSE:

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

2. RESPONSIBILITIES:

2.1 Sedro-Woolley, in contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes NWFR to place orders for such goods and services under the same contract, to the extent permitted by law and to the extent

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

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

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

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

### 3. TERM OF AGREEMENT:

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

### 4. MANNER OF FINANCING:

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

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement.

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

- 5.1 NWFR's representative shall be the Fire Chief.
- 5.2 Sedro-Woolley's representative shall be the City Supervisor.

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

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the either party by reason of entering into this contract except as expressly provided herein.

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

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

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

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

12. OTHER PROVISIONS:

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

NORTH WHATCOM FIRE AND RESCUE

CITY OF SEDRO-WOOLLEY

---

T.M Fields  
Fire Chief

---

Mike Anderson  
Mayor

---

Patsy Nelson,  
Clerk-Treasurer

Approved as to form:

---

Eron Berg  
City Attorney

## Radio Frequency Sharing Memorandum of Understanding

1. This Memorandum of Understanding is made between the City of Burlington, hereinafter called "Burlington," and the City of Sedro-Woolley, hereinafter called "Sedro-Woolley."

The purpose of this Memorandum of Understanding is to execute an authorization for Sedro-Woolley to operate mobile and portable transmitters under terms of Burlington's license on the radio frequencies assigned to Burlington as listed below.

2. Subsequent to provisions of Federal Communications Commission (FCC) Regulation 47 CFR 90.421(a), Burlington grants specific and limited permission to Sedro-Woolley to utilize the frequencies of 458.9000, 453.9000 MHz in the Public Safety Radio Service under the terms and conditions of Burlington's FCC license. This license is assigned FCC call sign WNKT615, file number 0001780336.

3. The primary function and use of the licensed frequency shall be defined as: The operation of radio frequency 458.9000, 453.9000 MHz will be limited to use as public safety pool, conventional.

4. Burlington does hereby authorize Sedro-Woolley to operate mobile and portable transmitters, at transmitter output power levels **not** to exceed 10 watts within Burlington's area of operation defined by the FCC license, which is 32 km radius around fixed location on Burlington Hill between the hours of 6:00 a.m. and 2:00 p.m. individually, and the ability to link into the Skagit County Sheriff's frequency via a switch at the 911 Center. In the event of an emergency in Burlington requiring Burlington to use the frequency without interruption, Sedro-Woolley will relinquish operations on the frequency until further notification by Burlington.

5. Sedro-Woolley shall comply with all applicable federal laws, including FCC rules and regulations, concerning the use of Burlington's frequency. Sedro-Woolley agrees that under the terms and provisions of this Memorandum of Understanding, Sedro-Woolley shall conform to the general technical and operational standards for communications equipment licensed by the Federal Communications Commission.

6. Secondary assignments for the use of these frequencies during regional mutual aid operations are authorized providing the use and operation is in compliance with FCC rules.

7. Pursuant to the provisions of 47 U.S.C. Section 309(h) governing station identification, those mobile units operated by Sedro-Woolley under the terms of

this memorandum shall identify themselves by department at the conclusion of each series of transmissions.

8. Radio communication under the terms of this Memorandum of Understanding shall be to the official conduct of business by Sedro-Woolley. No personal communication of any kind is permitted.

9. This Memorandum of Understanding is for an indefinite term, and may be terminated by either party upon written notice to the other. In the event that new federal law, FCC rules, or presidential order preempts the authority of Burlington to grant limited permission to operate these transmitters under terms of its license, this Memorandum of Understanding shall terminate.

10. There shall be no consideration paid under this Memorandum of Understanding.

11. Sedro-Woolley agrees to defend, indemnify and save harmless the Burlington, its appointed and elective officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the Burlington, its appointed or elected officials, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Sedro-Woolley, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the Burlington, its appointed or elected officials, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the Burlington by reason of entering into this Memorandum of Understanding, except as expressly provided herein.

12. Except as specifically provided herein, this Memorandum of Understanding is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Memorandum of Understanding shall have any third-party beneficiary or other rights whatsoever hereunder.

13. The parties signing this Memorandum of Understanding shall have the power to bind the employees and functions of the agency for which they are signing.

Attn: Christine

To: Mayor Anderson  
City Council

I am planning a USA Cycling sanctioned bike race in the area, named at the moment the "Skagit Valley Omnium." The race would draw racers from all over the state and the northwest, from first-year novices to elite-level amateurs and probably even a few professional riders. One of the events will be a one-way course along the Skagit River, with staging from Clear Lake Elementary. Another will be a long loop-course using F&S Grade Road, with staging from Samish Elementary, very similar to a course I used permitted through Skagit county in early September of this year. The third event is called a criterium, and typically takes place on a short course in an urban area. Several different categories are run, based on gender, age, and ability, with each category running a different number of laps. I would like to run the criterium event in downtown Sedro Woolley.

There is a lot of flexibility as to what course we use, and when the event takes place. I have two sample courses below. During the event, racers are moving together around this course at very high speeds and the roads must be closed off for this kind of event, and no cars may be allowed to park along the streets directly on the race course. However, businesses are still accessible to the public, and the event will bring hundreds of racers and spectators to the area, who all bring a lot of business, especially to the restaurants (the majority of racers will be going to a restaurant to eat a huge meal after their race.)

The WSBA (Washington State Bicycling Association) has its annual race-calendar meeting where all the race promoters come together to agree on race dates for the calendar on November 3<sup>rd</sup>. We do not need to work out 100% of the logistics before then, but I do need to know if this is an event that interests Sedro Woolley and if it is something we can make happen.

Looking at last year's calendar, the weekend of April 26-27<sup>th</sup>, 2008 looks like a good weekend for the event, but I can't be sure how the 2008 calendar will turn out until November 3<sup>rd</sup>. Ideally the criterium event would be run Saturday evening (i.e. the 26<sup>th</sup>) with various heats running from approximately 2pm - 7pm.

The criterium event is an extremely fun event to watch, as racers safely go around corners at baffling speeds, and is packed with action since racers come by every two or three minutes due to the short laps.

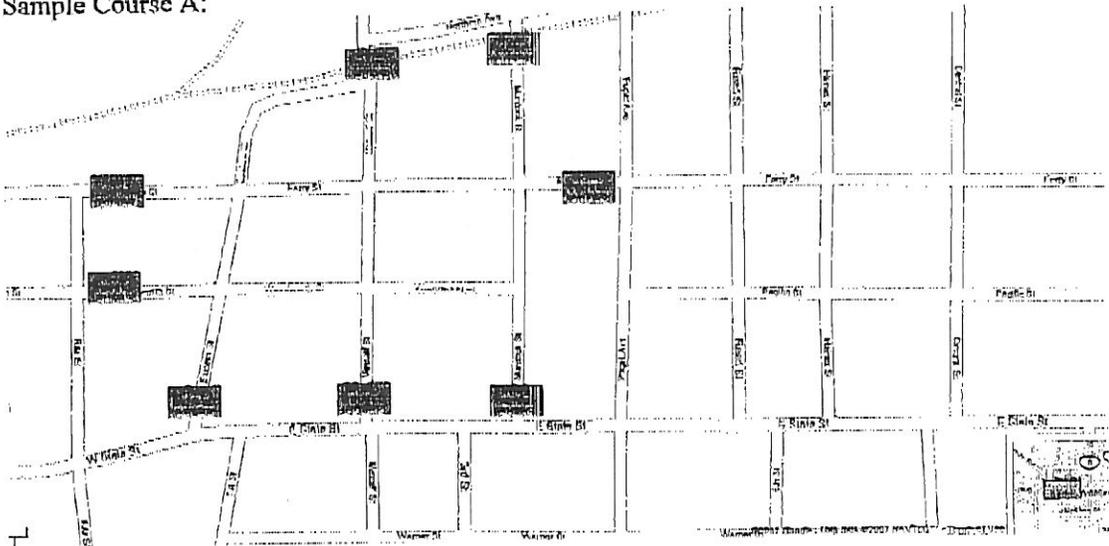
The purpose of this event is to bring a great race to the area and to raise money for local, non-profit bicycle clubs. I hope we can make this work and look forward to hearing back from you.

Thank you for your consideration,

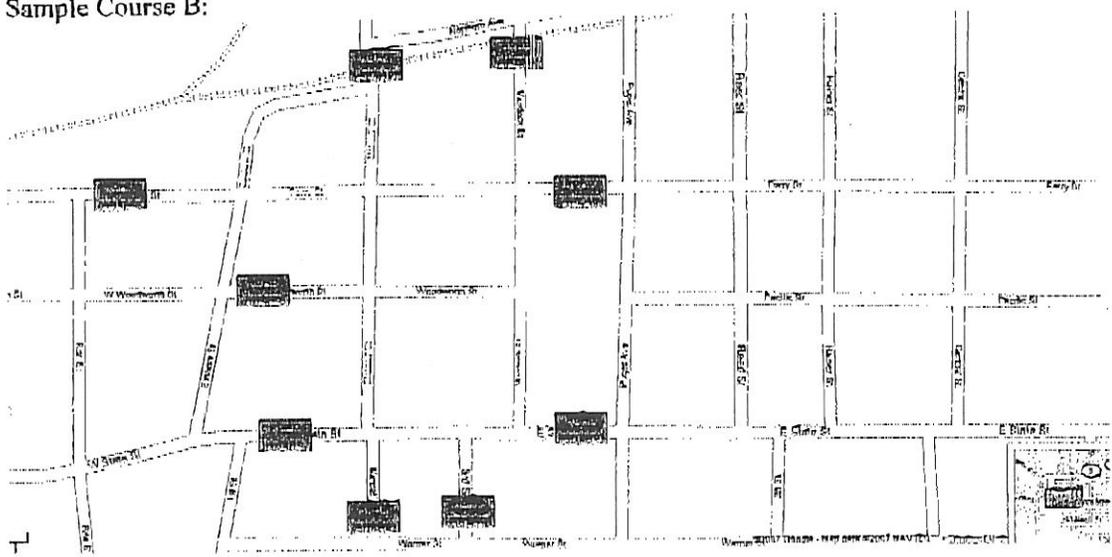
Chris Daifuku

1010 Indian St. #202, Bellingham WA 98225  
206-335-7948  
cdaifuku@gmail.com

Sample Course A:



Sample Course B:



**Memo to the Sedro-Woolley Mayor & City Council  
From the Sedro-Woolley Public Library**

**October 19, 2007**

**RE: Monies from Skagit County for the Public Libraries**

The Skagit County Commissioners have given, for 2007 only, the sum of \$7,073 to the Sedro-Woolley Library, for library services rendered to our non-resident library card holders. This is our share of the total sum given to the City libraries of Skagit County. The Library Board is aware of this pending transaction, & we have already mailed the required documentation back to the County, for this purpose. The County now requires the Mayor & City Council to sign & return an Inter-local Agreement accepting this money on the Library's behalf. This sum has already been stipulated directly for the purchase of books for our collection. Should you have questions, please give me a call @ the Library: 855-1166. Thank-you so much.

**Debra Peterson  
Librarian**



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

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

September 12, 2007

Honorable Mike Anderson  
City of Sedro-Woolley  
City Hall  
720 Murdock Street  
Sedro-Woolley, WA 98284

Dear Mayor Anderson,

Please find enclosed an Interlocal Agreement for Library Services between Skagit County and the City of Sedro-Woolley for 2007 funding to the Sedro-Woolley Public Library.

If the enclosed Agreement meets with your approval, and that of your Council, please return a signed original to me along with an invoice billing Skagit County for \$7,073 so that I can process the payment. Should you have any questions, please don't hesitate to contact me.

Sincerely,

Tiffany Caulk  
Skagit County Budget/Finance

Enclosure

After Recording Return to:

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

**INTERLOCAL COOPERATIVE AGREEMENT  
FOR  
LIBRARY SERVICES**

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

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the citizens residing in unincorporated Skagit County.
- Historically, the City has provided library services to residents and nonresidents alike.
- Depending upon the policies in the City, non-residents have paid a fee for library services.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing services to residents and non-residents.
- The County, in 2007, has made funding available for a portion of the costs to provide services to non-resident users of libraries located within the City.

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

1. During 2007 the County will provide the City a total sum of \$7,073 to assist in providing library services to the citizens of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.

2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services. The City will receive its payment for library services when and only when the following information has been provided to the County:
  - A) Documentation that non-resident library users pay at least \$10 per library card;
  - B) Documentation in the 2007 City budget indicating the County services payment will be used for 2007 library activities for the express benefit of non-resident library users;
  - C) Documentation that shows the City's budget amendment expressing the addition of these funds to the present 2007 adopted City budget. If this allocation was incorporated into the current fiscal year budget, documentation that shows that this allocation is an increase from the 2006 budget; and
  - D) Final audited financial records to show that these funds are being used in the manner specified.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.
5. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
  - 6.1 The County's representative shall be the Budget and Finance Administrator.
  - 6.2 The City's representative shall be the Library Director.
6. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
7. Changes, Modifications, Amendments and Waivers: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

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

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

10. The term of this agreement is January 1, 2007 to December 31, 2007.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**CITY OF SEDRO-WOOLLEY**

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

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

\_\_\_\_\_  
Sharon D. Dillon, Chair

ATTEST:

\_\_\_\_\_  
Don Munks, Commissioner

\_\_\_\_\_  
Clerk, City of Sedro-Woolley

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Attorney, City of Sedro-Woolley

\_\_\_\_\_  
Budget/Finance Director

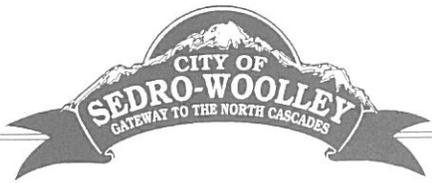
\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Civil Deputy

ATTEST:

\_\_\_\_\_  
Clerk of the Board

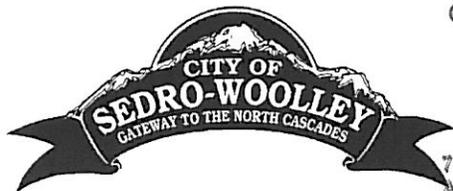


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SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

# **PUBLIC HEARING(S)**



**CITY COUNCIL AGENDA  
REGULAR MEETING**

**OCT 24 2007**

**7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. \_\_\_\_\_**

**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:** Reenactment of Interim Zoning Control Ordinance  
**DATE:** October 24, 2007

**ISSUE:** Should the Council reenact the proposed interim zoning control ordinance after holding a public hearing?

**BACKGROUND:** Ordinance 1574-07 was adopted on May 9, 2007 and imposes a moratorium for a period of six months on most new development requiring connection to the Metcalf Street and Township Street sewer lines. The system has not yet been improved to allow this moratorium to expire.

**RECOMMENDATION:** Following a public hearing, a motion to adopt the proposed ordinance.

## Ordinance No.

**AN INTERIM ORDINANCE OF THE CITY OF SEDRO-WOOLLEY AMENDING AND EXTENDING A MORATORIUM ON SUBDIVISIONS IN CERTAIN AREAS SERVED BY THE TOWNSHIP STREET AND METCALF STREET SEWER MAINS FOR A PERIOD OF SIX MONTHS AND REQUIRING NEW APPLICATIONS TO BE ACCOMPANIED BY CONFIRMATION FROM THE PUBLIC WORKS DIRECTOR THAT LINE CAPACITY IS AVAILABLE.**

WHEREAS, the City Council of the City of Sedro-Woolley finds that the Metcalf Street and Township Street sewer mains are surcharging, based on the study by Pace Engineering, and that residential subdivisions which use these mains has occurred or is expected to occur at a very fast rate, and

WHEREAS, the City Council of the City of Sedro-Woolley finds that if no action is taken the residential expansion resulting from new subdivisions will occur before the capacity in the Metcalf Street and Township Street lines is increased to the level needed to service these new subdivisions, and

WHEREAS, the City Council of the City of Sedro-Woolley finds that failure to require these lines to be improved concurrent with new development will result in increased costs to the citizens of Sedro-Woolley, an increased risk of health problems, and a decrease in the quality of the sewer system, and

WHEREAS, the City Council of the City of Sedro-Woolley finds that a continuation of the moratorium, with modifications, enacted Ordinance No. 1474-04, Ordinance No. 1476-04, Ordinance No. 1492-04, Ordinance No. 1507-05, Ordinance 1528-05, Ordinance 1545-06, Ordinance 1551-06, Ordinance 1559-06 and Ordinance 1574-07 is in the interests of the health, safety and welfare of the City, and

WHEREAS, the City Council of the City of Sedro-Woolley should continue as a temporary measure as authorized by RCW 36.70A.390, on an emergency basis, a limited moratorium on new subdivisions served by the Township Street and Metcalf Street lines; now, therefore,

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

**Section 1. Purpose.** The purpose of renewing this interim ordinance imposing a temporary moratorium on new subdivisions and other developments served by the Metcalf Street sewer main outside the City limits and the Township Street sewer mains is to allow the City adequate time to determine the scope and cost of upgrading the lines, determine whether the City's existing funds are adequate to pay for the cost of these upgrades, and determine whether new development is paying or should pay for its fair share of the cost of these upgrades, and to hold a public hearing for any amendments to these ordinances.

**Section 2. Moratorium Inside City Limits.** A moratorium is imposed on new subdivisions, short plats, planned residential development, boundary line adjustments which make new lots available for construction, binding site plans which create new lots, multi-family structures, schools, dormitories, and mobile/manufactured home parks, which are served by sanitary sewer lines using the Township Street sewer main, North of Polte Road, but not including the area served by the John Liner Pump Station identified as "Basin E" on the map attached to Ordinance 1559-06.

**Section 3. Moratorium in Unincorporated UGA.** A moratorium is imposed on new connections to sanitary sewer in the unincorporated UGA for which is serviced by the Township Street and Metcalf Street sewer mains for new subdivisions, short plats, planned residential development, boundary line adjustments which make new lots available for construction, binding site plans which create new lots,

multi-family structures, schools, dormitories, and mobile/manufactured home parks, which are served by sanitary sewer lines using the Metcalf Street and Township Street sewer mains.

**Section 4. Exceptions.** The division of land into legal lots of record, each lot having previously existing structures connected to the sanitary sewer prior to June 9, 2004, is not subject to this moratorium. This exception shall not apply to permit land to be subdivided into new lots not containing structures previously connected to the sanitary sewer.

**Section 5. Limitation on Moratorium.** Nothing in this ordinance shall prohibit issuance of a building permit for single family homes on existing legal lots of record or on lots created by applications which have received preliminary approval or vested prior to the effective date of this moratorium, which is June 9, 2004.

**Section 6. Written Approval Required.** Written confirmation from the Public Works Director that sanitary sewer main capacity which is not subject to surcharge is available shall accompany any new connections application for a subdivision, short plat, planned residential development, boundary line adjustment which makes new lots available for construction, binding site plan which creates new lots, multi-family structure, school, dormitories, and mobile/manufactured home park. Any application for the foregoing shall not be deemed complete, and shall not vest unless accompanied by written confirmation of line capacity.

**Section 7. Authority to Determine Effected Properties.** The Public Works Director shall determine which sewer basin, main lines, and point of connection shall be utilized by new developments, and which developments are effected by the Township Street and Metcalf Street sewer mains.

**Section 8. Duration of Ordinance.** This ordinance shall be in effect for a period of six months, unless extended by the City Council. It is anticipated that this ordinance will be lifted when the cost of the new line is determined, a construction schedule is established, and a mechanism is in place to require new development to pay its fair share of the cost of the line improvements.

**Section 9. Public Hearing on Ordinance.** Pursuant to RCW 36.70A.390 and RCW 35.63.200, the City Council has held a public hearing on this ordinance prior to its adoption to consider and adopt findings of fact justifying its action. The City Council of the City of Sedro-Woolley finds as follows:

- a. that the Metcalf Street sewer main has been repaired in a manner adequate to handle sewage from potential development within the City limits, but not from outside the City limits without surcharging, and
- b. Township Street sewer main is surcharging, based on the study by Pace Engineering and the report of city staff, and
- c. that land use subdivisions which use these mains are occurring or are expected to occur at an very fast rate, and
- d. that if no action is taken the expansion resulting from new subdivisions will occur before the capacity in the Metcalf Street and Township Street lines is increased to the level needed to service these new subdivisions, and
- e. that failure to require these lines to be improved concurrent with new development will result in increased costs to the citizens of Sedro-Woolley, an increased risk of health problems, and a decrease in the quality of the sewer system, and
- f. that a temporary provision of a moratorium on new subdivisions served by these lines and other requirements is in the interests of the health, safety and welfare of the City, and

- g. that the City has a plan for making the necessary repairs, and is in the process of borrowing approximately six million Dollars in addition to the seven and three-quarters of a million Dollars already committed from the PWTF to make these repairs, and
- h. recent upgrades in the sewer system have increased capacity on the Township line South of Polte Road,
- i. that the area served by the John Liner Sanitary Sewer Pump Station, identified as "Basin E" in the City's Comprehensive Plan and shown on the attached map, now has capacity,
- j. that the City continues to work in sewer projects that will increase capacity to the system, but that those projects are not yet complete, and
- k. that City Council of the City of Sedro-Woolley should affirm as a temporary measure as authorized by RCW 36.70A.390, on an emergency basis, a limited moratorium on new subdivisions served by the Township Street and Metcalf Street lines as enacted and extended by Ordinance No. 1474-04, Ordinance No. 1476-04, Ordinance No. 1492-04, Ordinance No. 1507-05, Ordinance 1528-05, Ordinance 1545-06, Ordinance 1551-06, Ordinance 1559-06 and Ordinance 1574-07.

**Section 10. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 11. Declaration of Emergency.** The City Council hereby declares that an emergency exists necessitating that this ordinance takes effect immediately upon passage. This ordinance shall be published as required by law.

**Section 12. Effective Date.** This ordinance shall be effective for six months beginning October 24, 2007 upon passage by the City Council and approval by the Mayor.

**ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24<sup>th</sup> DAY OF OCTOBER, 2007.**

**CITY OF SEDRO-WOOLLEY:**

BY: \_\_\_\_\_  
MIKE ANDERSON, Mayor

**ATTEST:**

\_\_\_\_\_  
Patsy Nelson, City Clerk-Treasurer

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Eron Berg, City Attorney

OCT 24 2007

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

# Memorandum

**To:** Mayor Anderson and City Council  
**From:** Patsy Nelson *Patsy*  
**Date:** 10/18/2007  
**Re:** Property Tax Levy Ordinance (second reading)

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**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 has determined the preliminary assessed valuation to be \$778,235,700. The tax rate is calculated based upon these two numbers with a preliminary estimation of 2.14241 which is down from 2.25980 in 2007. 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. 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.

**PRELIMINARY ASSESSED VALUE  
FOR COMPUTATION OF PROPERTY  
LEVY FOR DISTRICTS WITH  
POPULATION LESS THAN 10,000  
2007 LEVY FOR 2008 TAXES**

TAXING DISTRICT: City of Sedro Woolley

<b>Tax Base for Regular Levy</b>	
1. Preliminary total district taxable value (excluding boats, timber assessed value and senior citizen exemptions from regular levy). Tax base for regular levy:	\$764,284,419
2. 2007 State Assessed Utility value:	\$13,951,281
<b>Preliminary Total Tax Base for Regular Levy</b>	<b><u>\$778,235,700</u></b>
<b>Tax Base for Excess and Voted Bond Levies</b>	
3. Less assessed value of the senior citizen/disability exempt property:	\$12,561,425
4. Plus 2007 Timber Assessed Value (TAV):	\$0
5. Tax Base for Excess and Voted Bond Levies (1+2-3+4):	<b><u>\$765,674,275</u></b>

**PRELIMINARY  
LEVY LIMIT CALCULATION  
2007 LEVY FOR 2008 TAXES**

A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy. Year: 2007	\$1,607,460	X	101% =	\$1,623,535
B. Current year's assessed value of new construction and improvements in original district before the annexation occurred times last years levy rate. A.V.	\$19,368,300	X	2.25980 / \$1,000 =	\$43,768
C. Current year's assessed value of state assessed property in original district if annexed, less last years value of state assessed property. The remainder to be multiplied by last year's regular levy rate.				
\$ _____	-	\$ 13,951,281	=	\$ _____
Current Yr. A.V.		Previous Yr. A.V.		Remainder
\$ _____	X	\$ 2.2598	/ \$1,000 =	
Remainder		Last Years Levy Rate		
D. Regular Property Tax Limit: A+B+C =				<b><u>\$1,667,303</u></b>

PRELIMINARY LEVY RATE  
COMPUTATION

**Regular Levy**

Type of Taxing District:

Statutory **maximum** dollar rate for taxing district:

\$3.3750

The dollar amount of the **certified levy** divided by the assessed value

$$\$1,667,303 \quad / \quad \$778,235,700 = 2.14241 \quad *$$

For **Regular Rate**, enter the lesser of the statutory maximum dollar rate or the certified levy rate:

**\$2.14241**

*\*Not to exceed the Statutory Maximum rate shown above!*

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 \$1,607,460; 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

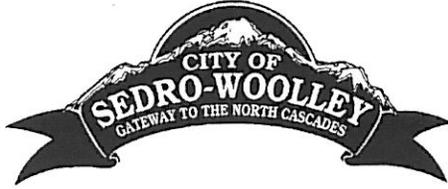
ATTEST:

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

APPROVED AS TO FORM:

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

# UNFINISHED BUSINESS



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

OCT 24 2007

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

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: City Hall Update  
DATE: October 24, 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). I have taken most of you into addition – anytime you would like a tour, please let me know and I would be happy to take you through the addition.

ISSUES: None for action at time of memo.

PENDING ISSUES:

1. PSE pole at entrance to building: we have received design drawings from PSE/Potelco and are now waiting for pricing from PSE, Verizon, and the contractor.
2. Generators. We rejected MPR 25 and have requested pricing for MPR 25R which would extend conduit from the current electrical room across the driveway to the North and would adjust the transfer box to accommodate a future addition-wide generator.
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
10-2-2007	15R	Munro/Murdock drain line	\$ 5,057.19
10-18-2007	24	Additional telecom cabling in finance office	\$ 460.40

**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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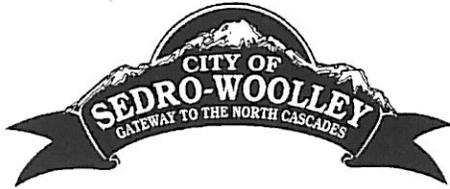
**Under Council action on September 26, 2007:**

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:**

n/a	16R	Prep. work for two decorative lights in sidewalk on Metcalf	pending
n/a	17	Flagpole/lights/steps on Metcalf	pending
9-28-2007	18	Addition of double key deadbolt to jury room	rejected
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
n/a	23	Power pole relocation site work/electrical	pending
n/a	25R	Conduit and switching gear for future generator	pending
n/a	26	Relocation of existing bullet proof glass to court clerk	pending
n/a	27	Relocation of 911 phone to exterior of addition	pending

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



**CITY OF SEDRO-WOOLLEY**  
CITY COUNCIL AGENDA Sedro-Woolley Municipal Building  
REGULAR MEETING 720 Murdock Street

OCT 24 2007

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

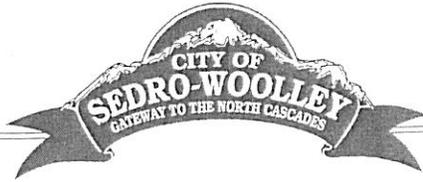
Sedro-Woolley, WA 98284  
Phone (360) 855-1661  
Fax (360) 855-0707

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: F&S Grade Road/Highway 20 Project  
DATE: October 24, 2007

PROJECT UPDATE: The City's request for a delay was mailed to WSDOT on October 19, 2007. A copy is attached for your information. We are now waiting for modeling at the WSDOT local office and then follow-up from the WSDOT state-level people about their support for our request.



Mike Anderson  
Mayor

October 12, 2007

Ed Conyers, P.E.  
Local Programs Engineer  
WSDOT Northwest Region  
P.O. Box 330310  
Seattle, WA 98133-9719

RE: Sedro-Woolley SR20/F&S Grade Road Project

Dear Mr. Conyers:

I am writing to follow-up on the phone conversations between Eron Berg and Harry Haslam regarding the status of this project and to formally request a final extension in time to allow the City to construct a different design. The City was granted an extension in time from the CERB board regarding \$363,000 in REV funding that requires us to go to bid on this project in 2007. I am requesting that we be allowed to go to bid and construct a revised project in 2008.

**Background.** This is an old project that has been stalled at the City for a variety of reasons but primarily because of right of way issues and design considerations as they relate to adjoining or impacted property owners. In the City's report to CERB from 2006, these problems were described in some detail. The original purpose of this project was to provide access to the Skagit Industrial Park (Nysether Property) which is a 37 acre industrial park in the center of the City and is bounded by SR 20 on two sides, BNSF on one side and other property owners on the other side. Existing access is over BNSF and through the City. The City also had a strong interest in revising the intersection of SR 20 and F&S Grade Road for safety and traffic mobility reasons. Together, these two purposes were the focus of this project.

To achieve the twin purposes of safety enhancement and unrestricted access, the City designed a two signalized intersection plan with a center turn lane. This would allow for safety enhancements at F&S Grade Road and full access to the Skagit Industrial Property. This plan was fatally flawed as reviewed by WSDOT unless the existing curve (referred to as the Bendix Curve) between the two intersections was flattened and additional signalization was located at the BNSF overcrossing to the East. The result of these two issues was a revised project broken into two phases: phase one was the construction of intersection improvements at SR 20 and F&S Grade Road in anticipation of future signalization, a short center turn lane and a limited access to the North side of the Skagit Industrial Property; phase two included the signalization of SR 20 and F&S Grade Road, the flattening of the Bendix Curve and potentially signalization of the North access point. This revised project is designed and the City has an approved channelization plan; it is ready to build.

Unfortunately, the current plan does not achieve either of the goals set forth for this project. It does not address the safety concerns for the intersection of SR 20 and F&S Grade Road, it is of little or no benefit to the Skagit Industrial Property (Mr. Nysether has indicated that a right-in/right-out driveway does not meet his needs) and it does not provide access to the developing Rimmer Industrial Property (22 acres on the North side of SR 20 across from the Skagit Industrial Property).

This plan is fatally flawed from a functional standpoint. The City does not have the money to pay for both phases and the impacted property owners are not interested in cooperating on right of way.

*New plan.* The City has a preliminary concept for a new design that meets all of the following objectives: 1. Safety enhancement to the intersection of SR 20 and F&S Grade Road, 2. Full access to the Skagit Industrial Property, 3. Full access to the Rimmer Industrial Property, and 4. Within the City's capacity to purchase. The concept is to construct two roundabouts where the future signalization was planned in the currently approved channelization plan. The proposed SR 20 improvement alternative of constructing two single lane roundabouts at the intersections of F&S Grade Road and Skagit/Rimmer Industrial Park Accesses is a superior design solution over the originally proposed access improvements for the following reasons:

1. Improved Skagit Industrial Park access – The proposed roundabout intersection at the north limits of the Skagit Industrial Park is preferred by the parcel owner of the previously proposed access at F&S Grade Road because it provides both left and right turn access into and out of the north access roundabout. Phase 1 of the previously proposed intersection project only provides right-in and right-out access at the site's north end. Phase 2, which has not been funded or scheduled, provides full access only if this north access is converted to a signalized intersection. The original intent of the CERB grant funds were to provide improved access to the Skagit Industrial Park. Only the proposed roundabout alternative provides this benefit following its one phase implementation.
2. Improved F&S Grade Road intersection safety – The proposed roundabout intersection at F&S Grade Road will provide improved intersection safety to motorists attempting to enter SR 20 from the minor leg intersection of F&S Grade Road. Phase 1 of the previously proposed intersection project does not include a traffic signal at F&S Grade Road due the Skagit Industrial Park's unwillingness to sell right-of-way along the inside of the Bendix Curve. Acquisition of right-of-way is required to accommodate the WSDOT requirement to flatten the SR 20 Bendix curve to accommodate a 35 mph design speed in advance of the proposed traffic signal. The Skagit Industrial Park is fundamentally opposed to the concept to sell a portion of their parcel to meet this WSDOT design requirement to realign the mainline. It is anticipated that the proposed design of two roundabouts will not require a flattening of the Bendix curve because urban roundabouts are designed to have entering and exiting speeds less than its current design speed of 25 mph. More importantly, the proposed roundabout at F&S Grade Road will

result in reduced speeds along the corridor and allow those vehicles using the minor leg of F&S Grade Road to safely enter SR 20 in a yield condition.

3. Less project costs – The improved access and safety benefits of the two proposed roundabouts on SR 20 will be realized for considerably less cost than the anticipated project costs for the two signalized intersections alternative. The estimated project costs for the roundabout project is \$2.9 million (\$2.0 construction, \$0.6 engineering and construction management, \$0.3 right-of-way). The estimated cost for both Phases 1 and 2 of the signalized intersection projects (in 2007 dollars) is \$4.2 million (\$3.0 construction, \$0.6 engineering and construction management, \$0.6 right-of-way). Depending upon the implementation of Phase 2, the costs for the signalized intersection alternative are anticipated to escalate. Details of the estimated project costs are included with this time extension request. Using 2007 dollars, the project cost for the two roundabouts alternative is anticipated to be \$1.3 million less than the signalized intersection alternative. In addition, the right of way costs (\$0.3M) will be accommodated through in-kind contributions by the property owners (see letters from Mr. Nysether and Messrs. Rimmer attached).
4. Less time to realize project benefits – The improved access and safety benefits of the project will be realized in a shorter time period with the installation of two roundabouts in one phase of construction in contrast with the two phases of construction anticipated for the installation of the two signalized intersections. At this time, Phase 2 is unfunded by the City and not included in its 6-year TIP. Construction of the proposed roundabout alternative would realize the improved access and safety benefits after a single construction phase.
5. Skagit Industrial Park owner buy-in – The proposed two roundabout project is preferred by both the owners of the Skagit Industrial Park (existing development south of SR 20) and the Rimmer Industrial Park (proposed development north of SR 20). The roundabout project requires an acceptable area of right-of-way acquisition from the owner of the Skagit Industrial Park to construct the north end access roundabout. The signalized intersections project requires an unacceptable area of right-of-way acquisition to construct both the east leg of the F&S Grade Road intersection and the realignment of SR 20 around the Bendix curve to accommodate a WSDOT required 35 mph design speed. This curve flattening would not be required under the roundabout alternative as entering and exiting speeds are to be designed for less than 25 mph.
6. Rimmer Industrial Park owner buy-in – The proposed roundabout project is preferred by the owners of the Rimmer Industrial Park. They are in favor of constructing a roundabout at the north end access to the Skagit Industrial Park in order to provide full access to their site directly to the north. In addition to pledging necessary right of way as an in-kind contribution to the project, they have also pledged a cash contribution of \$50,000.00.

**Budget.** The status of the project budget is as follows:

<u>Funding Source</u>	<u>Amount</u>
Skagit County (Rural Distressed County)	152,000
Rural Economic Vitality Program	363,300
STP-R	332,279
WSDOT I 2 Program	15,000
STP-R - approved by MPO/RTPO	750,000
City Match	586,840
Additional City	300,000
Rimmer LLC	50,000
In-kind right of way	332,875
	<hr/>
	\$2,882,294

The project is very well funded with the inclusion of the in-kind ROW. The City is currently working with Skagit County on a request for additional dollars through the rural economically distressed county fund for \$350,000.00. The gap in this budget is smaller than the gap in the budget to complete phase one (and much smaller than the gap to complete phase two); we are confident that the project will be fully funded by spring when we go to bid. This City has committed an additional \$300,000 and is prepared to commit some additional money if required.

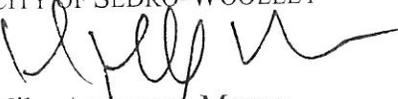
**Schedule.** A project schedule prepared by David Evans and Associates is attached – the schedule shows the project being constructed in 2008. We believe this to be reasonable and expect the project to be completed in 2008.

Finally, attached is Resolution 757-07 of the City of Sedro-Woolley which expresses the City Council's support for the concept, authorizes this request and pledges an additional \$300,000.00 for the project. This project is not viable if the City has to repay CERB for the REV dollars – we need additional time, but, the additional time will produce a project that meets all of the objectives and will be built in the same year as we could build phase one of the original project.

Please let me, or Eron Berg, the City Supervisor, know if you need any additional information. We will be available to address the CERB board directly if WSDOT believes this alternative is viable. I thank you for your assistance and the help of the Burlington office in modeling this alternative and for working collaboratively with the City to find the best project.

Sincerely,

CITY OF SEDRO-WOOLLEY



Mike Anderson, Mayor

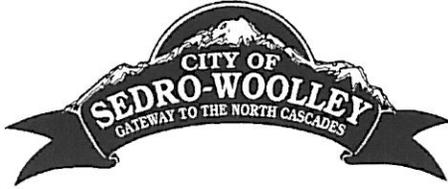
Mr. Ed Conyers, P.E.

October 12, 2007

Page 5

cc: WSDOT Burlington (Marv Pulst & Roland Storme)  
Harry Haslam  
City Council

enclosures:	1.	Project budget worksheets including roundabout concept, current phase 1 and current phase 2	12 pages
	2.	Proposed project schedule	2 pages
	3.	Resolution 757-07	2 pages
	4.	Letter of support from M. Nysether	1 page
	5.	Letter of support from Messrs. Rimmer	1 page
	6.	Original project application	4 pages
	7.	WSDOT approved channelization plan (current design)	2 pages
	8.	City proposed roundabout alternative design	3 pages



**CITY OF SEDRO-WOOLLEY**  
CITY COUNCIL AGENDA Sedro-Woolley Municipal Building  
REGULAR MEETING 720 Murdock Street

OCT 24 2007

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

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: Repeal of SWMC 2.72 (City Building)  
DATE: October 24, 2007

ISSUE: Should the Council adopt the attached ordinance which repeals SWMC 2.72?

BACKGROUND: SWMC 2.72 addresses the use and rental of the City Building – since we are in the process of selling the “City Building”, SWMC 2.72 is no longer needed.

RECOMMENDATION: Motion to adopt the proposed ordinance.

**ORDINANCE NO.**

**AN ORDINANCE** repealing Chapter 2.72 of the Sedro-Woolley Municipal Code.

**WHEREAS**, the City Council adopted ordinances in 1932 and 1975 detailing the terms and conditions for using and maintaining the city building; and

**WHEREAS**, the city building has been surplusized by the City and will be sold in the near future, and;

**WHEREAS**, the City Council now desires to repeal the rules and procedures for renting a space that will no longer be owned by the City; Now, Therefore;

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

**Section 1.** Sedro-Woolley Municipal Code chapter 2.72, City Building, is repealed in its entirety.

**Section 2.** This ordinance shall take effect five (5) days from and after its passage, approval, and publication as provided by law.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 24<sup>th</sup> day of October, 2007, and signed in authentication of its passage this 25<sup>th</sup> day of October, 2007.

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

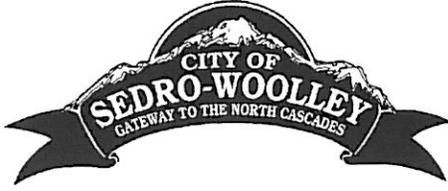
Attest:

\_\_\_\_\_  
Patsy Nelson, Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Eron Berg, City Attorney

# **NEW BUSINESS**



**CITY COUNCIL AGENDA CITY OF SEDRO-WOOLLEY**  
**REGULAR MEETING** Sedro-Woolley Municipal Building

OCT 24 2007

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

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: Parks fee waivers/Community Center  
DATE: October 24, 2007

**1<sup>st</sup> READING**

**ISSUE:** Should the Council adopt the attached ordinance that addresses the issue of fee waivers and the facility monitor?

**BACKGROUND:** The State Auditor's Office has identified a problem with the City's practice of granting fee waivers for City facilities. To address this problem and to also address the problem of the facility monitor, I have prepared the attached ordinance which does the following:

1. Establishes total fee waivers for City uses and for City sponsored events including Founders' Day, Loggerodeo (includes 4<sup>th</sup> of July), City of Lights Festival, and Thanksgiving.
2. Establishes a new class of users, "Community Groups" that are civic organizations within the City limits who may receive a reduced rental rate upon the finding of the mayor that the group is using the facility in a manner that provides a direct benefit to the citizens of the City.
3. Allows for Community Groups to pay their rental fees through non-cash contributions to the City.
4. Defines the user classifications and includes property owners and business owners as "residents".
5. Allows the City to establish a different policy for rentals with the S-W School District.
6. Requires a facility monitor for all events with alcohol or dancing as an additional fee.

7. Bans renters who have been terminated from a rental due to misconduct from renting again for a period of 10 years.

REQUEST FOR ACTION:

1. 1<sup>st</sup> reading – please provide policy guidance.

**ORDINANCE NO.**

**AN ORDINANCE** adopting a fee waiver policy for the use of City owned park shelters, the Community Center and other rented facilities.

**WHEREAS**, the City owns certain facilities which it makes available for the public to rent and use; and

**WHEREAS**, certain users and/or events provide a direct benefit to the people of the City of Sedro-Woolley and therefore should be able to use the facilities free of charge, and;

**WHEREAS**, the City has long allowed for fee waivers by approval of the Council and at the recommendation of the State Auditor's Office, the City is interested in establishing clear guidelines about fees and fee waivers; and

**WHEREAS**, the City Council now desires to effect the auditors' recommendations by establishing a policy regarding fee waivers for City owned and operated facilities; Now, Therefore;

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

**Section 1.** A new section of SWMC 12.36 is created as follows:

**Fee waivers for City owned facilities.** City facilities may be utilized free of any charge for rental or utilities by the City of Sedro-Woolley any City use and for certain community events sponsored by and authorized by the council including the following events: Founders' Day, Loggerodeo (includes 4<sup>th</sup> of July), City of Lights Festival, and Thanksgiving. Additional events may be authorized at the discretion of the council.

**Section 2.** SWMC 12.36.030C. is amended to read as follows:

C. Rental Fees. Rental fees for the use of the community center are as follows:

	<b>Resident</b>	<b>All Others</b>	<b>Community Group</b>
Monday through Thursday	\$100.00	\$250.00	\$25.00
Friday through Sunday	150.00	300.00	25.00

If alcoholic beverages, live music, or dancing are to be provided at the community center, the fees will be as follows:

	<b>Resident</b>	<b>All Others</b>	<b>Community Group</b>
Monday through Thursday	\$250.00	\$400.00	\$25.00
Friday through Sunday	300.00	500.00	25.00

An additional fee of twenty-five dollars will be charged for the use of the kitchen facilities. Rental fees must be paid at the time the reservation is made. If the reservation is not canceled at least sixty days before the reservation date, it will not be refunded.

Payment in-kind. Upon the prior approval of the City Council, the City may accept rental payments from Community Groups through in-kind contributions to the City including but not limited to improvements to the Community Center or other City owned facilities. This section is intended, for example, to allow the Sedro-Woolley Rotary Club to establish a rental credit in the amount of the value of an improvement to a City owned facility.

Community group eligibility. To be eligible to receive the rates for community groups (Rate table under SWMC 12.36.030); the person, group or organization must submit a request to and receive approval from the mayor or designee. To approve the reduced rate, the mayor or designee shall find that the group meets the definition of a community group and that the event provides a benefit to the citizens of the City of Sedro-Woolley. Such decision shall be final.

Definitions:

- (1) "Community groups" means those civic organizations located within the City of Sedro-Woolley.
- (2) "Resident" means a person who resides within the corporate limits of the City of Sedro-Woolley, a property owner as shown on the Skagit County Assessor's rolls who owns real estate within the corporate limits of the City of Sedro-Woolley or a business that includes a permanent physical location within the corporate limits of the City of Sedro-Woolley.
- (3) "All others" means any person, group or organization that does not categorically fall unto any other definition herein.

**Section 3.** A new section of SWMC 12.36 is created as follows:

Sedro-Woolley School District. Upon approval by the City Council, the City may enter into an interlocal agreement with the Sedro-Woolley School District that would govern the district's use of City owned facilities without regard to the rules and fees in this chapter.

**Section 4.** SWMC 12.36.030 G is amended to read as follows:

G. Security/Facility Monitor.

1. For any event in which alcoholic beverages, live music or dancing are to be allowed or provided, the user must pay an additional fee of twenty-five Dollars for each hour of use (minimum of four hours); includes all time from set-up to cleaning. This fee shall be paid to the city at least three days prior to the event, based upon the anticipated hours of use as determined by the mayor or designee and will not be refunded once the use commences. Additional charges for use beyond the amount paid for in advance will be assessed at a rate of fifty Dollars per hour; no refunds will be given for use that is less than the amount paid for in advance.

2. The mayor may, in his/her reasonable discretion, require the user to pay an additional fee equal to the hourly cost of overtime pay plus benefits and assessments for two police officers, for each hour of anticipated use (for a minimum of four hours each), as determined by the mayor or his designee. This fee shall be paid to the city at least three days prior to the event, and will not be refunded once the use commences, regardless of the actual hours of use.

3. The police chief or designee and the facility monitor shall have the authority to terminate use privileges at any time for good cause. "Good cause" shall include the existence of any condition which threatens the safety of life or property. In such event, no portion of the fee shall be refunded. Any user whose privileges are terminated under this provision shall be barred from renting the facility for a period of ten (10) years following the termination.

**Section 5.** This ordinance shall take effect five (5) days from and after its passage, approval, and publication as provided by law.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 14<sup>th</sup> day of November, 2007, and signed in authentication of its passage this 15<sup>th</sup> day of November, 2007.

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

Attest:

\_\_\_\_\_  
Patsy Nelson, Clerk/Treasurer

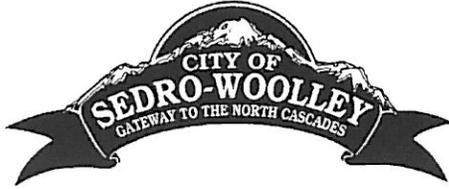
Approved as to form:

\_\_\_\_\_  
Eron Berg, City Attorney

**COMMITTEE  
REPORTS**

**AND**

**REPORTS  
FROM  
OFFICERS**



**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 24 2007

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Utilities Committee  
RE: Septic decommissioning credit  
DATE: October 24, 2007

**ISSUE/BACKGROUND:** The code currently allows the septic decommission credit for residents who are ordered to connect to the sewer system via the 90 day letter and not people who voluntarily connect. The Utilities Committee met on September 7, 2007 and discussed this issue and makes the following four recommendations to the whole Council:

1. The credit should not be abolished;
2. The credit should be allowed for people who receive the 90 day letter or who voluntarily connect; the credit should continue to be unavailable to people who take the variance agreement;
3. The credit should be available to residents in the UGA who connect so long as they also sign a "waiver of protest of annexation agreement" with the City; and
4. The fee for the variance should be increased to reflect actual costs.

**REQUEST FOR ACTION:**

1. 1<sup>st</sup> reading only. If this is the pleasure of the Council, I will have an ordinance for your review and approval at the next meeting.