

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

January 9, 2008

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 #62196 to #62361 for \$681,228.63
 - Payroll Warrants #41593 to #41688 for \$153,727.15
 - c. On-Call Professional Services Agreement - Garrison Engineering
 - d. Contract - Skagit County District Court Probation for 2008
 - e. Misc. Annual Contracts/Agreements
 - f. Agreement - Intergovernmental Cooperative Purchasing for 2008/2009
4. Special Presentation - Retirement of Code Enforcement Officer Bob Park & Police Reserve Officer Dean Klinger
5. Public Comment (Please limit your comments to 3-5 minutes)

UNFINISHED BUSINESS

6. City Hall Update (*no action requested*)
7. F&S Grade Road/Highway 20 Update (*action requested*)
Supplemental Agreement 3 to the David Evans & Associates, Inc. Local Agency Standard Consultant Agreement
8. Resolution - University of Washington (*2nd reading/action requested*)
Support for concept of a branch campus at Northern State Hospital Site

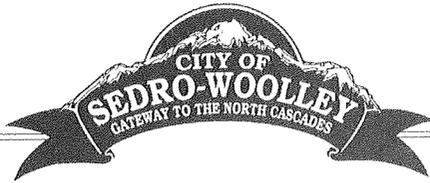
NEW BUSINESS

9. Ordinance - Proposed Amendment to SWMC 16.12.050 - Short Plats (*action requested*)
Adding a three year expiration date to preliminary short plat approvals and correct a typo in the existing text of SWMC 16.1.050
10. Authorization to proceed with abatement action at 1211 Batey Road (*action requested*)
11. Ordinance - Condemning certain real property (*action requested*)
Acquisition of additional right-of-way for the Jameson/SR9 road project

12. Interlocal - Solid Waste (*1st reading*)
Creating a new framework for Skagit County and Skagit County Cities & Towns for solid waste management of a county-wide solid waste system

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION/YES



DATE: January 9, 2008

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 January 9, 2008 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.

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
December 12, 2007 – 7:00 P.M. – Community Center

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

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

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers 62075 to #62195 for \$576,409.92
 - Payroll Warrants #41498 to #41592 for \$239,620.21
- 2008 Council & Planning Commission Meeting Schedule (approval)
- Interlocal Agreements with Skagit County
 - i. Electronic Messaging
 - ii. Technical Support; and
 - iii. Spillman
- Ratification of Bid Award for Swissphone Pagers
- Resolution Surplusing City Vehicles (adoption)

Councilmember Colgan moved to approve the consent calendar. Seconded by Councilmember Meamber. Motion carried (6-0).

Swearing-In Ceremony – New Police Officer

Police Chief Wood introduced Heather Sorsdal as the newest reserve police officer. Wood noted Officer Sorsdal will be beginning the police academy January 7, 2008. Mayor Anderson then administered the Oath of Office to Officer Sorsdal.

Public Comment

Chuck Owen – 833 Waldron Street, addressed Council regarding the new Rite Aid building and vision screening of the Pharmacy's drive through.

Mayor Anderson noted staff is aware of his concern and they are working with Rite Aid to try to get taller trees.

Owen also addressed some derelict vehicles against a fence at this property.

PUBLIC HEARING

None

UNFINISHED BUSINESS

City Hall Update

City Attorney/Supervisor Berg reviewed progress on City Hall which includes moving of the PSE pole, interior painting and cement work for sidewalks. Berg noted the RFP is out for the new phone system and reviewed the schedule for bids and purchasing. Berg addressed FF&E (furniture, fixtures and equipment) and noted time is running short and reviewed the proposed procedure for staff to choose what might work within their individual offices within a specific budget which has already been included in the overall project. Councilmembers Colgan and Requa will serve as Council representatives for FF&E.

Discussion ensued on furniture vendors, use of state contract and furniture choices.

F&S Grade Road/Highway 20 Update

Engineer Freiburger noted a status report within Council packets on the F & S Grade Road/Highway 20 project. Freiburger requested Council authorize staff to negotiate with David Evans & Associates for continued work on the design of the SR20/F&S Grade Road/Skagit Industrial Park improvement project.

Discussion ensued regarding potential design and consultant selection.

Councilmember Requa moved to authorize staff to negotiate a supplemental agreement with D.E. & Associates for design phase services for the SR20/F&S Grade Road – Skagit Industrial Park. Seconded by Councilmember Colgan. Motion carried (6-0).

Schedule Annual Retreat

City Attorney/Supervisor Berg reviewed some upcoming events for Council and reviewed calendars in order to schedule a Council retreat.

The Council consensus was to schedule the Council retreat for Saturday, April 19, 2008.

NEW BUSINESS

2007 Budget Amendment

Clerk/Treasurer Nelson reviewed information and the request for budget amendment #5 to the 2007 budget.

Councilmember Meamber moved to approve Ordinance #1594-07 An Ordinance Amending Ordinance No. 1560-06 Entitled, "An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley for the Fiscal Year Ending December 31, 2007". Councilmember Lemley seconded. Motion carried (6-0).

SR20 Sewer Project Bid Award

Engineer Freiburger reviewed information regarding the bid results of the SR20 Sewer Project. Freiburger noted the apparent low bidder; Trico Contracting Inc. of Burlington has submitted an affidavit declaring that they made a substantial error in their bid and request to be relieved of the responsibility to accept the contract. Freiburger recommended Council accept Trico's affidavit and to accept the second low bid from Strider Construction Inc.

Councilmember Meamber moved to relieve Trico Contracting Inc. of Burlington, WA of the responsibility to accept the contract award and return the bid guarantee without penalty. Seconded by Councilmember Splane. Motion carried (6-0).

Councilmember Meamber moved to award the Phase 2 SR20 Sewer System Improvements Project to Strider Construction Inc. of Bellingham, WA. in the amount of \$2,050,023.60. Councilmember Splane seconded. Motion carried (6-0).

Creation of Stormwater Operating Fund

Clerk/Treasurer Nelson reviewed the steps for creating an accounting fund for the Stormwater Operating fund. She noted this was as a result of the Council's decision to implement the stormwater utility fee.

Councilmember Lemley moved to approve Ordinance No. 1595-07 An Ordinance Creating the Stormwater Operating Fund for the City of Sedro-Woolley, Washington. Seconded by Councilmember London. Motion carried (6-0).

Park Fee Adjustments

City Attorney/Supervisor Berg reviewed a request for change in use fees regarding the Park facilities. Berg noted that the request has been reviewed by the Council Park Committee. He then reviewed the proposed changes.

Councilmember Lemley moved to accept Ordinance No. 1596-07 An Ordinance Amending SWMC 12.36 to Amend and Create Certain Use Fees for City Park Facilities with the correction of wording of Hammer Park gazebo to Hammer Heritage Square. Councilmember Colgan seconded. Motion carried (6-0).

Councilmember London requested a comparison of income at the end of the season to see the impact of the increase.

Councilmember Meamber noted any park reservation currently on the books will be honored at the price they have already paid. Clerk/Treasurer Nelson noted that Riverfront Park for the months of July and August are already booked up.

Resolution Regarding the Location of a New Branch Campus

City Attorney/Supervisor Berg reviewed a proposed resolution which would indicate the City's support for the concept of the University of Washington locating a branch campus at the Northern State Hospital site. Berg reviewed recent decisions in both the branch campus topic and a Veteran's clinic concept that have been recently rejected. He then reviewed the proposed resolution which requests Washington State Legislature to reconsider the North Cascades Gateway Center location.

Council discussion ensued to include previous student training site at Northern State,

Councilmember Meamber moved to adopt Resolution No. 761-07 A Resolution Indicating the City's Support for a Branch Campus near Sedro-Woolley. Seconded by Councilmember Splane.

Further Council discussion ensued to include County support of the Marysville site and support of internships with local businesses and industry.

Council consensus was to table the vote to the next Council meeting with City Attorney/Supervisor Berg to bring back an expanded version of the Resolution.

Employee Recognition Program

City Attorney/Supervisor Berg reviewed the request to create an employee recognition program and reviewed the concept of the program.

Councilmember Colgan moved to adopt Ordinance No. 1597-07 An Ordinance of the City of Sedro-Woolley Authorizing the Establishment of a Service Award Recognition Program for Employees. Councilmember Meamber seconded. Motion carried (6-0).

Snow & Ice Removal Policy

Engineer Freiburger reviewed the City's current Snow Removal Policy which was last updated in 2005. Freiburger noted prioritization is given to the downtown area. He also presented in draft form suggested updates to the policy and requested Council comment.

Discussion ensued regarding weekend servicing of the streets and providing a completed updated version to Council.

Freiburger pointed out to Council a commendation received for Ray Melton which has been placed in the back of the Council packets.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Fire Chief Klinger – announced to the Council the Fire Department is still in the running for a grant for a 75 foot Quinn.

Planner Moore – noted he is still soliciting for suggestions on the development regulation updates.

Engineer Freiburger – pointed out an updated memorandum on the status of various projects within the City. He also addressed the Skagit County Flood Control meeting recently attended and their request for the various agencies to participate in the support and maintenance of the gauging stations.

Discussion ensued to include location of gauges, monitoring of dams and recent vandalism.

Freiberger announced the verbal notification of a grant from the Department of Ecology in the amount of \$80,000 for the Solid Waste Division. He stated this is in addition to the previously awarded \$25,000 for Phase I of the food waste and recycling program. They are also hopeful for a Phase II grant in the amount of \$125,000.

He also spoke of a recent meeting with the Department of Ecology regarding the City's Stormwater Permit and some pending deadlines for reporting.

City Attorney/Supervisor Berg – reported on the meeting with residents of Burrows Lane.

Clerk/Treasurer Nelson – reminded Council of the upcoming New Council Workshop and the Annual AWC Legislative Conference.

Councilmembers London, Lemely, Colgan and Requa wished everyone a Happy Holiday season.

Councilmember Meamber updated Council regarding the Helping Hands Food Bank. He noted they gave out 587 containers of food for Thanksgiving and noted the same is expected to happen for the Christmas holiday. He also spoke of how thankful the Food Bank is for everything the City has helped with and wished everyone a Merry Christmas.

Mayor Anderson – read a letter that was received from the Chamber of Commerce to thank the City and staff for their participation with the Magic of Christmas parade. The letter gave special thanks to employees Shane Walley, Nathan Salsenia, Kevin Kesti, John Worline, Ray Melton and David Davidson as well as the Police Department and Jo Ann Lazon.

EXECUTIVE SESSION

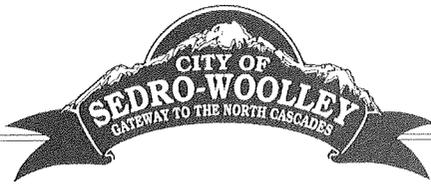
The meeting adjourned to executive session at 8:40 P.M. for the purpose of real estate for approximately 30 minutes with a possible decision.

The meeting reconvened at 9:05 P.M.

Councilmember Lemley moved to accept the offer from PR Cubed LLC for the purchase of the old City Hall. Councilmember Meamber seconded. Motion carried (6-0).

Councilmember Lemley moved to adjourn. Councilmember Colgan seconded. Motion carried (6-0).

The meeting adjourned at 9:06 P.M.



DATE: January 9, 2008
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 January 9, 2008.

Motion to approve Claim Vouchers #62196 to #62361 in the amount of \$681,228.63.

Motion to approve Payroll Warrants #41593 to #41688 in the amount of \$153,727.15.

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

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/31/2007 (Printed 01/04/2008 10:22)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62196	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	440.00
		MISC-FILING FEES/LIEN EXP	SAN	440.00
		WARRANT TOTAL		880.00
62197	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	230.88
		POSTAGE	SAN	230.88
		OPERATING SUPPLIES	SWTR	230.87
		WARRANT TOTAL		692.63
62198	ACTION EXCAVATION, INC.	MAINTENANCE OF LINES	SWR	2,683.35
		WARRANT TOTAL		2,683.35
62199	ADVANCE TRAVEL	TRAVEL	PD	180.00
		WARRANT TOTAL		180.00
62200	ALLELUJAH BUSINESS SYSTEMS	OPERATING SUPPLIES	SWR	6.48
		OPERATING SUPPLIES	SWR	12.96
		WARRANT TOTAL		19.44
62201	ALPINE FIRE & SAFETY	REPAIRS/MAINT-COMM CENTER	PL	93.64
		REPAIRS/MAINT-SENIOR CENTER	PL	104.38
		WARRANT TOTAL		198.02
62202	AMERICAN SOCIETY OF CIVIL	DUES/SUBSCRIPTIONS	ENG	225.00
		WARRANT TOTAL		225.00
62203	APPLIED INDUSTRIAL TECH	REPAIRS/MAINT - EQUIP	PL	103.85
		WARRANT TOTAL		103.85
62204	APSCO INC.	MAINT OF GENERAL EQUIP	SWR	4,599.77
		WARRANT TOTAL		4,599.77
62205	ARAMARK UNIFORM SERVICES	LAUNDRY	CS	31.58
		MISC-LAUNDRY	PL	16.19
		MISC-LAUNDRY	PL	22.35
		MISC-LAUNDRY	PL	18.45
		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
		MISC-LAUNDRY	PL	19.06
		LAUNDRY	SWR	21.93
		LAUNDRY	SWR	29.49
		LAUNDRY	SWR	21.93
		WARRANT TOTAL		307.17
62206	A.S.A.P. SIGN & DESIGN	OPERATING SUPPLIES	SWR	304.56
		WARRANT TOTAL		304.56
62207	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	83.70
		AUTO FUEL	CS	52.44

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		AUTO FUEL	PD	1,434.00
		AUTO FUEL	PD	1,367.59
		AUTO FUEL/DIESEL	FD	409.72
		AUTO FUEL/DIESEL	FD	453.35
		VEHICLE FUEL / DIESEL		958.76
		VEHICLE FUEL / DIESEL		278.15
		VEHICLE FUEL / DIESEL		400.30
		AUTO FUEL/DIESEL	SWR	368.85
		AUTO FUEL/DIESEL	SWR	415.36
		AUTO FUEL/DIESEL	SAN	1,415.89
		AUTO FUEL/DIESEL	SAN	1,980.65
		WARRANT TOTAL		9,618.76
62208	AT & T	TELEPHONE	FIN	27.59
		TELEPHONE	LGL	26.38
		TELEPHONE	PLN	3.96
		TELEPHONE	ENG	54.08
		TELEPHONE	INSP	22.43
		TELEPHONE	SWR	6.81
		WARRANT TOTAL		141.25
62209	AT&T MOBILITY	TELEPHONE	PD	718.72
		WARRANT TOTAL		718.72
62210	BANK OF AMERICA	AUTO FUEL	CS	15.90
		WARRANT TOTAL		15.90
62211	BANK OF AMERICA	TRAVEL	PD	122.58
		TRAVEL	PD	307.95
		TRAVEL/MEALS	INSP	250.56
		MEALS / TRAVEL	PL	23.36
		MEALS / TRAVEL	PL	32.73
		MEALS / TRAVEL	PL	546.54
		COMMUNITY CENTER	PL	398.51
		WARRANT TOTAL		1,682.23
62212	BANK OF AMERICA	BOOKS SKAGIT COUNTY	LIB	288.04
		WARRANT TOTAL		288.04
62213	BANK OF AMERICA	OPERATING SUPPLIES	FD	77.54
		WARRANT TOTAL		77.54
62214	BAY CITY SUPPLY	OPERATING SUPPLIES	FD	48.01
		OPERATING SUPPLIES	SAN	138.41
		OPERATING SUPPLIES	SAN	26.80
		CONTAINERS	SAN	966.03
		WARRANT TOTAL		1,179.25
62215	BIGGAR, ROB DBA	PROFESSIONAL SERVICES	SWR	1,848.00
		WARRANT TOTAL		1,848.00
62216	BIRCH EQUIPMENT CO INC	RENTAL - EQUIPMENT	PL	55.53

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/31/2007 (Printed 01/04/2008 10:22)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		55.53
62217	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	338.90
		UNIFORMS/ACCESSORIES	PD	353.87
		WARRANT TOTAL		692.77
62218	BOULDER PARK, INC	SOLIDS HANDLING	SWR	6,325.46
		WARRANT TOTAL		6,325.46
62219	BUSINESS WEEK	BOOKS, PERIOD, RECORDS	LIB	100.00
		WARRANT TOTAL		100.00
62220	CARLETTI ARCHITECTS P.S.	ARCHITECT & ENGINEERING	CH	4,114.20
		WARRANT TOTAL		4,114.20
62221	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	421.91
		PUBLIC UTILITIES	FD	1,938.09
		PUBLIC UTILITIES	LIB	265.56
		PUBLIC UTILITIES	PL	435.65
		PUBLIC UTIL - COMM CENTER	PL	292.85
		PUBLIC UTIL - SENIOR CENTER	PL	656.95
		PUBLIC UTIL - HHS	PL	95.58
		PUBLIC UTILITIES	SWR	154.56
		PUBLIC UTILITIES	SAN	450.25
		WARRANT TOTAL		4,711.40
62222	CHAPMANS TOP & UPHOLSTERY	REPAIRS/MAINT-EQUIP	SAN	81.00
		WARRANT TOTAL		81.00
62223	CINTAS CORPORATION #460	UNIFORMS	FD	42.24
		UNIFORMS	FD	42.24
		UNIFORMS	FD	42.24
		UNIFORMS	FD	42.24
		WARRANT TOTAL		168.96
62224	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	108.51
		SUPPLIES	FIN	40.37
		SUPPLIES	ENG	75.59
		SUPPLIES	ENG	40.93
		WARRANT TOTAL		265.40
62225	COLACURCIO BROTHERS, INC.	CONSTRUCTION	CH	326,019.66
		WARRANT TOTAL		326,019.66
62226	CPI PLUMBING & HEATING	MAINTENANCE CONTRACTS	SWR	151.20
		MAINTENANCE CONTRACTS	SWR	81.00
		MAINTENANCE CONTRACTS	SWR	81.00
		WARRANT TOTAL		313.20
62227	COMCAST	COMPUTER NETWORK	CS	68.40
		TELEPHONE	PD	13.30
		TELEPHONE	FD	13.30

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		95.00
62228	CONCRETE NOR'WEST, INC.	OP. SUPPLIES - SNOW & ICE	PL	250.52
		WARRANT TOTAL		250.52
62229	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
62230	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	11.25
		WARRANT TOTAL		11.25
62231	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	36.23
		WARRANT TOTAL		36.23
62232	SKAGIT WEEKLY NEWS GROUP	PRINTING/PUBLICATIONS	PD	106.38
		OPERATING SUPPLIES	SAN	81.00
		PROFESSIONAL SERVICES	SAN	213.84
		WARRANT TOTAL		401.22
62233	CPR SAVERS & FIRST AID SUPPLY	PORTABLE EQUIPMENT	SWR	2,391.50
		WARRANT TOTAL		2,391.50
62234	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT-EQUIP	FD	555.34
		REPAIRS/MAINT-BUILDING	SAN	1,502.28
		WARRANT TOTAL		2,057.62
62235	CRISP, CARRIE	OPERATING SUPPLIES	SWR	180.00
		WARRANT TOTAL		180.00
62236	CRYSTAL SPRINGS	SUPPLIES	LGS	31.96
		OPERATING SUPPLIES	CS	34.45
		OPERATING SUPPLIES	FD	31.95
		OPERATING SUPPLIES	PL	21.97
		OPERATING SUPPLIES	SWR	40.47
		OPERATING SUPPLIES	SAN	49.94
		WARRANT TOTAL		210.74
62237	DC'S PRINTING & AWARDS	SUPPLIES	EYE	59.40
		OPERATING SUPPLIES	CS	6.48
		WARRANT TOTAL		65.88
62238	DAILY JOURNAL OF COMMERCE	ARCHITECT & ENGINEERING	CH	148.75
		WARRANT TOTAL		148.75
62239	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	76.00
		SUPPLIES	FIN	38.00
		OFFICE/OPERATING SUPPLIES	PD	38.00
		WARRANT TOTAL		152.00
62240	DAY CREEK SAND & GRAVEL	MAINTENANCE OF LINES	SWR	227.25
		WARRANT TOTAL		227.25

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62241	DAY WIRELESS SYSTEMS INC	REPAIRS & MAINTENANCE	PD	529.74
		REPAIR/MAINTENANCE	PD	31.05
		REPAIR/MAINTENANCE	PD	529.74
		REPAIR/MAINTENANCE	PD	362.88
		REPAIR/MAINTENANCE	PD	362.88
		MACHINERY & EQUIPMENT	PD	3,926.34
		WARRANT TOTAL		5,742.63
62242	DIVERSINT	MACHINERY & EQUIPMENT	PD	77.75
		WARRANT TOTAL		77.75
62243	DW CLOSE COMPANY INC.	MAINTENANCE CONTRACTS	SWR	1,238.76
		WARRANT TOTAL		1,238.76
62244	E & E LUMBER	OFF/OPER SUPPS & BOOKS	INSP	7.56
		OPERATING SUPPLIES	PL	16.14
		OPERATING SUPPLIES	PL	8.63
		OPERATING SUPPLIES	PL	63.37
		OPERATING SUPPLIES	PL	7.54
		SMALL TOOL & MINOR EQUIP	PL	24.40
		SMALL TOOL & MINOR EQUIP	PL	38.57
		REPAIRS/MAINT-SENIOR CENTER	PL	27.72
		REPAIRS/MAINT-HHS	PL	20.03
		REPAIRS/MAINT-HHS	PL	15.64
		OPERATING SUPPLIES	SWR	20.51
		OPERATING SUPPLIES	SWR	28.26
		OPERATING SUPPLIES	SWR	2.26
		OPERATING SUPPLIES	SWR	9.49
		OPERATING SUPPLIES	SWR	20.51
		OPERATING SUPPLIES	SWR	8.19
		OPERATING SUPPLIES	SWR	16.39
		OPERATING SUPPLIES	SWR	25.88
		OPERATING SUPPLIES	SWR	1.50
		SMALL TOOLS & MINOR EQUIP	SWR	75.59
WARRANT TOTAL		397.16		
62245	EDASC	E.D.A.S.C.	DEV	2,000.00
		WARRANT TOTAL		2,000.00
62246	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	203.00
		WARRANT TOTAL		203.00
62247	EMERGENCY MEDICAL	OPERATING SUPPLIES	FD	266.80
		WARRANT TOTAL		266.80
62248	EXPERT SECURITY, LLC	MAINTENANCE OF BUILDINGS	SWR	639.65
		WARRANT TOTAL		639.65
62249	FASTENAL COMPANY	REPAIRS/MAINT-STORM DRAIN	PL	44.12
		WARRANT TOTAL		44.12
62250	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	34.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PROFESSIONAL SERVICES	SWR	160.00
		WARRANT TOTAL		194.00
62251	FELLER HEATING & AIR COND	MAINTENANCE CONTRACTS	SWR	267.84
		WARRANT TOTAL		267.84
62252	FEI #3023	MAINT OF GENERAL EQUIP	SWR	12.08
		WARRANT TOTAL		12.08
62253	FIDALGO NETWORKING	TELEPHONE	SAN	50.00
		TELEPHONE	SAN	50.00
		WARRANT TOTAL		100.00
62254	FRONTIER BUILDING SUPPLY	OPERATING SUPPLIES	PL	242.90
		WARRANT TOTAL		242.90
62255	GEOTEST SERVICES, INC.	ARCHITECT & ENGINEERING	CH	147.50
		WARRANT TOTAL		147.50
62256	GAYLORD BROS.	SUPPLIES	LIB	13.95
		SUPPLIES	LIB	51.36
		WARRANT TOTAL		65.31
62257	GARDNER ELECTRONICS	REPAIRS/MAINT-EQUIP	FD	194.40
		WARRANT TOTAL		194.40
62258	GOLDEN RAILINGS, INC.	OTHER IMPROVEMENTS	SWR	7,180.00
		WARRANT TOTAL		7,180.00
62259	GRIZZLY INDUSTRIAL INC.	REPAIRS/MAINT - EQUIP	PL	100.70
		REPAIRS/MAINT - EQUIP	PL	100.70
		WARRANT TOTAL		201.40
62260	GUARDIAN NW TITLE & ESCROW	PROFESSIONAL SERVICES	LGL	341.40
		PROFESSIONAL SERVICES	LGL	299.40
		WARRANT TOTAL		640.80
62261	HEALTHFORCE	PROFESSIONAL SERVICES	SWR	50.00
		WARRANT TOTAL		50.00
62262	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	149.00
		WARRANT TOTAL		149.00
62263	HONEY BUCKET	OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	72.70
		OPERATING SUPPLIES	PL	72.70
		OP. SUPPLIES - GOLF	PL	103.34
		WARRANT TOTAL		342.50
62264	HOSE SHOP INC. (THE)	OPERATING SUPPLIES	SWR	140.90
		WARRANT TOTAL		140.90

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62265	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	225.48
		WARRANT TOTAL		225.48
62266	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	12.67
		BOOKS, PERIOD, RECORDS	LIB	18.97
		BOOKS, PERIOD, RECORDS	LIB	75.77
		BOOKS, PERIOD, RECORDS	LIB	9.28
		BOOKS, PERIOD, RECORDS	LIB	7.51
		BOOKS, PERIOD, RECORDS	LIB	67.36
		BOOKS, PERIOD, RECORDS	LIB	7.07
		WARRANT TOTAL		198.63
62267	INSITUFORM	OTHER IMPROVEMENTS	SWR	32,903.35
		WARRANT TOTAL		32,903.35
62268	ISOMEDIA.COM	TELEPHONE	FIN	8.74
		TELEPHONE	PLN	8.74
		TELEPHONE	ENG	8.74
		TELEPHONE	INSP	8.73
		TELEPHONE	LIB	39.95
		WARRANT TOTAL		74.90
62269	LAB SAFETY SUPPLY	REPAIRS/MAINT-EQUIP	FD	29.30
		WARRANT TOTAL		29.30
62270	LABCORP	PROFESSIONAL SERVICES	ENG	53.00
		WARRANT TOTAL		53.00
62271	LABELS, LEADVILLE & LORE	BOOKS, PERIOD, RECORDS	LIB	32.40
		WARRANT TOTAL		32.40
62272	LAKESIDE INDUSTRIES	CONTRACTED OVERLAY	PL	1,453.34
		WARRANT TOTAL		1,453.34
62273	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	275.00
		WARRANT TOTAL		275.00
62274	LARRYS AUTO & TRUCK PARTS	SOLID WASTE DISPOSAL	SAN	273.00
		WARRANT TOTAL		273.00
62275	LIBRARY STORE, INC.,	SUPPLIES	LIB	338.45
		WARRANT TOTAL		338.45
62276	LINWORTH PUBLISHING, INC	BOOKS, PERIOD, RECORDS	LIB	118.00
		WARRANT TOTAL		118.00
62277	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	PL	6.91
		WARRANT TOTAL		6.91
62278	LEXISNEXIS MATTHEW BENDER	DUES/SUBSCRIPTIONS	JUD	97.37
		WARRANT TOTAL		97.37

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62279	MCLOUGHLIN & EARDLEY CORP	REPAIRS/MAINT-EQUIP	FD	58.70
		WARRANT TOTAL		58.70
62280	MARTIN MARIETTA MATERIALS	CONTRACTED OVERLAY	PL	146.77
		WARRANT TOTAL		146.77
62281	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	SAN	202.79
		WARRANT TOTAL		202.79
62282	MORTENSON SIGNS	REPAIRS/MAINT-BUILDING	SAN	365.53
		WARRANT TOTAL		365.53
62283	MOTOR TRUCKS, INC.	OPERATING SUPPLIES	PL	17.43
		OPERATING SUPPLIES	PL	90.89
		REPAIRS/MAINT-EQUIP	SAN	19.66
		WARRANT TOTAL		88.66
62284	MOUNT VERNON, CITY OF	PROFESSIONAL SERVICES	ENG	1,000.00
		WARRANT TOTAL		1,000.00
62285	MT. BAKER ROOFING, INC.	EQUIPMENT - SENIOR CENTER	PL	1,745.28
		WARRANT TOTAL		1,745.28
62286	N C MACHINERY CO.	OPERATING SUPPLIES	PL	58.26
		WARRANT TOTAL		58.26
62287	NORTHWEST INFORMATION SERVICES	ARCHITECT & ENGINEERING	CH	2,665.00
		WARRANT TOTAL		2,665.00
62288	NESHEIM, TERESA	MISCELLANEOUS	FIN	90.00
		WARRANT TOTAL		90.00
62289	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	258.56
		WARRANT TOTAL		258.56
62290	NORTHWEST BIOSOLIDS MGMT	MISC-DUES/SUBSCRIPTIONS	SWR	470.00
		WARRANT TOTAL		470.00
62291	NORTHWEST HOT SPRING SPAS	OP SUPPLIES-CHEMICALS	SWR	265.33
		WARRANT TOTAL		265.33
62292	NORTHWEST RECYCLING CO.	PROFESSIONAL SERVICES	PD	108.40
		WARRANT TOTAL		108.40
62293	OASYS	REPAIRS & MAINTENANCE	PD	207.50
		WARRANT TOTAL		207.50
62294	OFFICE DEPOT	SUPPLIES	FIN	195.10
		SUPPLIES/BOOKS	PLN	105.27
		SUPPLIES	ENG	105.27
		OFFICE/OPERATING SUPPLIES	PD	198.06
		OFFICE/OPERATING SUPPLIES	PD	133.22

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OFFICE SUPPLIES	FD	65.45
		OFF/OPER SUPPS & BOOKS	INSP	105.27
		WARRANT TOTAL		907.64
62295	OLD-HOUSE MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	10.00
		WARRANT TOTAL		10.00
62296	OLIVER-HAMMER CLOTHES	UNEMPLOYMENT	PL	48.01
		CLOTHING	SWR	276.91
		CLOTHING	SWR	35.62
		CLOTHING	SWR	134.13
		CLOTHING	SWR	52.36
		CLOTHING	SAN	131.72
		WARRANT TOTAL		678.75
62297	OUTWEST UNLIMITED	PROFESSIONAL SERVICES	PL	70.00
		WARRANT TOTAL		70.00
62298	OWEN EQUIPMENT COMPANY	REPAIRS/MAINT-ST CLEANING	PL	318.34
		WARRANT TOTAL		318.34
62299	PAPE MACHINERY	OPERATING SUPPLIES	PL	12.94
		OPERATING SUPPLIES	PL	52.49
		OPERATING SUPPLIES	PL	89.34
		OPERATING SUPPLIES	PL	35.42
		OPERATING SUPPLIES	PL	17.71
		OPERATING SUPPLIES	PL	89.34
		OPERATING SUPPLIES	PL	52.49
		OPERATING SUPPLIES	PL	12.94
		WARRANT TOTAL		53.13
62300	PAT RIMMER TIRE CTR, INC	MAINTENANCE OF VEHICLES	SWR	346.39
		REPAIRS/MAINT-EQUIP	SAN	358.54
		REPAIRS/MAINT-EQUIP	SAN	179.27
		WARRANT TOTAL		884.20
62301	PETROCARD	VEHICLE FUEL / DIESEL		65.59
		WARRANT TOTAL		65.59
62302	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	83.87
		BOOKS, PERIOD, RECORDS	LIB	15.39
		WARRANT TOTAL		99.26
62303	PIERCE, DAVE	MACHINERY & EQUIPMENT	PD	149.96
		WARRANT TOTAL		149.96
62304	PREFERRED ENGINEERING, LLC	PROFESSIONAL SERVICES	ENG	202.91
		WARRANT TOTAL		202.91
62305	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	36.40
		PUBLIC UTILITIES	CS	33.75
		PUBLIC UTILITIES	FD	164.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PUBLIC UTILITIES LIB	18.10
		PUBLIC UTILITIES PL	142.75
		PUBLIC UTIL - CAMPGROUND PL	116.60
		PUBLIC UTIL - HHS PL	121.20
		PUBLIC UTILITIES SWR	185.05
		PUBLIC UTILITIES SAN	33.75
		WARRANT TOTAL	851.60
62306	PUGET SOUND ENERGY	PUBLIC UTILITIES CS	1,346.33
		PUBLIC UTILITIES CS	93.47
		PUB UTILITIES-MALL CS	7.23
		PS - Stormwater	202.93
		PUBLIC UTILITIES FD	1,398.85
		PUBLIC UTILITIES LIB	261.98
		ADVERTISING HOT	31.92
		PUBLIC UTILITIES PL	83.28
		PUBLIC UTILITIES PL	206.71
		PUBLIC UTIL - STREETLIGHTS PL	83.22
		PUBLIC UTIL - STREETLIGHTS PL	7,910.53
		PUBLIC UTIL - CAMPGROUND PL	851.93
		PUBLIC UTIL - COMM CENTER PL	175.90
		PUBLIC UTIL - SENIOR CENTER PL	348.15
		PUBLIC UTIL - TRAIN PL	451.06
		PUBLIC UTIL - HHS PL	468.62
		PUBLIC UTILITIES - GOLF PL	57.30
		PUBLIC UTILITIES SWR	8,898.72
		PUBLIC UTILITIES SWR	169.72
		PUBLIC UTILITIES SAN	241.85
		WARRANT TOTAL	23,289.70
62307	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES PL	8.70
		PUBLIC UTIL - CAMPGROUND PL	16.63
		PUBLIC UTIL - COMM CENTER PL	32.75
		PUBLIC UTIL - SENIOR CENTER PL	136.24
		PUBLIC UTILITIES SWR	150.76
		WARRANT TOTAL	345.08
62308	PURCHASE POWER	POSTAGE JUD	346.91
		POSTAGE FIN	512.40
		POSTAGE LGL	2.83
		POSTAGE PLN	35.71
		POSTAGE ENG	5.41
		POSTAGE INSP	20.29
		OFFICE SUPPLIES / POSTAGE PL	21.66
		POSTAGE SWR	228.23
		POSTAGE SAN	228.23
		WARRANT TOTAL	1,401.67
62309	QUIRING MONUMENTS, INC.	LINERS PL	75.00
		WARRANT TOTAL	75.00
62310	R & D SUPPLY, INC.	MAINTENANCE OF LINES SWR	1,421.15

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	1,421.15
62311	RECORDED BOOKS, LLC	BOOKS, PERIOD, RECORDS LIB	6.43
		WARRANT TOTAL	6.43
62312	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES PD	27.60
		WARRANT TOTAL	27.60
62313	RIGHT WAY PLUMBING	OPERATING SUPPLIES SAN	6.05
		WARRANT TOTAL	6.05
62314	RONK BROTHERS, INC.	REPAIRS/MAINT-EQUIP FD	97.20
		WARRANT TOTAL	97.20
62315	SCADA & CONTROLS ENGINEERING INC	MAINT OF GENERAL EQUIP SWR	874.80
		PROFESSIONAL SERVICES SWR	1,819.00
		WARRANT TOTAL	2,693.80
62316	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINT - AUTO PD	6.13
		OPERATING SUPPLIES PL	48.81
		OPERATING SUPPLIES PL	12.06
		OPERATING SUPPLIES PL	20.98
		OPERATING SUPPLIES PL	2.14
		OPERATING SUPPLIES PL	7.53
		OPERATING SUPPLIES PL	22.63
		OPERATING SUPPLIES PL	4.95
		OPERATING SUPPLIES PL	49.55
		REPAIRS/MAINT - EQUIP PL	2.27
		OPERATING SUPPLIES SWR	49.14
		REPAIRS/MAINT-EQUIP SAN	20.95
		REPAIRS/MAINT-EQUIP SAN	24.79
		WARRANT TOTAL	271.93
62317	SEDRO-WOOLLEY CHAMBER OF	ADVERTISING-CHAMBER/COMERC HOT	4,672.37
		ADVERTISING-CHAMBER/COMERC HOT	199.80
		WARRANT TOTAL	4,872.17
62318	SEDRO-WOOLLEY GLASS	REPAIRS/MAINT-TRAIN PL	35.64
		OPERATING SUPPLIES SWR	27.00
		WARRANT TOTAL	62.64
62319	SEDRO-WOOLLEY LOGGERODEO	ADVERTISING-LOGGERODEO HOT	5,000.00
		WARRANT TOTAL	5,000.00
62320	SIGNATURE FORMS INC.	SUPPLIES FIN	289.59
		WARRANT TOTAL	289.59
62321	SK CO DEPT OF EMERG MGMT	DEPT OF EMERG MANAGEMENT EMG	5,088.92
		DEPT OF EMERG MANAGEMENT EMG	5,946.24
		WARRANT TOTAL	11,035.16
62322	SKAGIT PUD NO. 1	REPAIRS/MAINT-EQUIP FD	18,834.12

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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	18,834.12
62323	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH HLT	502.70
		WARRANT TOTAL	502.70
62324	SKAGIT CO. PUBLIC WORKS	SKAGIT CO SOLID WASTE SWR	924.37
		SOLID WASTE DISPOSAL SAN	37,974.01
		WARRANT TOTAL	38,898.38
62325	SKAGIT CO. SENIOR SERVICE	SKAGIT SENIOR SERVICES SEN	4,725.25
		WARRANT TOTAL	4,725.25
62326	SKAGIT COUNTY SHERIFF	PRISONERS PD	6,927.63
		PRISONERS PD	3,391.28
		WARRANT TOTAL	10,318.91
62327	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG LGL	130.23
		WARRANT TOTAL	130.23
62328	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES PD	30.19
		PROPANE PL	11.62
		MAINTENANCE OF LINES SWR	30.20
		WARRANT TOTAL	72.01
62329	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP SAN	121.42
		WARRANT TOTAL	121.42
62330	SKAGIT RIVER STEEL	CONTAINERS SAN	85.86
		CONTAINERS SAN	32.50
		WARRANT TOTAL	118.36
62331	SKAGIT STATE BANK	MAINTENANCE OF LINES SWR	798.69
		MAINTENANCE OF LINES SWR	130.26
		WARRANT TOTAL	928.95
62332	SKAGIT VALLEY HERALD	PRINTING/PUBLICATIONS PD	123.00
		BOOKS, PERIOD, RECORDS LIB	123.00
		WARRANT TOTAL	246.00
62333	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS	57.00
		LEGAL PUBLICATIONS LGS	25.65
		LEGAL PUBLICATIONS LGS	22.80
		LEGAL PUBLICATIONS LGS	25.65
		LEGAL PUBLICATIONS LGS	22.80
		LEGAL PUBLICATIONS LGS	22.80
		LEGAL PUBLICATIONS LGS	28.50
		LEGAL PUBLICATIONS LGS	25.65
		LEGAL PUBLICATIONS LGS	22.80
		LEGAL PUBLICATIONS LGS	25.65
		LEGAL PUBLICATIONS LGS	22.80
		ADVERTISING PLN	31.35
		ADVERTISING PLN	31.35

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		ADVERTISING	PLN	31.35
		MISCELLANEOUS	CH	57.00
		MISCELLANEOUS	CH	123.00
		MISCELLANEOUS	CH	123.00
		WARRANT TOTAL		699.15
62334	SOUNDVISION	BOOKS, PERIOD, RECORDS	LIB	24.00
		WARRANT TOTAL		24.00
62335	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	7.07
		MISC-LAUNDRY	FD	7.02
		WARRANT TOTAL		14.09
62336	SPOKANE CO. LIBRARY DIST.	TRAVEL	LIB	142.00
		WARRANT TOTAL		142.00
62337	SPRINT	TELEPHONE	FD	61.29
		WARRANT TOTAL		61.29
62338	STELLAR INDUSTRIAL SUPPLY	OPERATING SUPPLIES	FD	74.58
		WARRANT TOTAL		74.58
62339	SUBURBAN PROPANE, L.P.	PROPANE	PL	368.68
		WARRANT TOTAL		368.68
62340	SUNRISE CAR WASH	REPAIRS/MAINT - EQUIP	PL	171.72
		REPAIRS/MAINT-EQUIP	SAN	171.72
		WARRANT TOTAL		343.44
62341	TRAIL ROAD EXPRESS LUBE	REPAIRS/MAINT-EQUIP	FD	29.92
		REPAIRS/MAINT-EQUIP	FD	61.81
		REPAIRS/MAINT-EQUIP	FD	53.02
		REPAIRS/MAINT-EQUIP	FD	32.62
		WARRANT TOTAL		177.37
62342	TRUE VALUE	OPERATING SUPPLIES	FD	3.54
		OPERATING SUPPLIES	FD	1.90
		OPERATING SUPPLIES	FD	5.71
		SMALL TOOLS & MINOR EQUIP	FD	28.06
		REPAIRS/MAINT-EQUIP	FD	18.35
		REPAIRS/MAINT-EQUIP	FD	9.17
		OPERATING SUPPLIES	PL	12.48
		OPERATING SUPPLIES	PL	4.09
		OPERATING SUPPLIES	PL	23.71
		OPERATING SUPPLIES	PL	19.95
		OPERATING SUPPLIES	PL	7.55
		OPERATING SUPPLIES	PL	8.19
		OPERATING SUPPLIES	PL	25.88
		OPERATING SUPPLIES	PL	15.07
		SUPPLIES - CAMPGROUND	PL	18.33
		SMALL TOOL & MINOR EQUIP	PL	36.70
		REPAIRS/MAINT-CAMPGROUND	PL	21.59

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIRS/MAINT-COMM CENTER PL	75.59
		REPAIRS/MAINT-SENIOR CENTER PL	4.62
		REPAIRS/MAINT-SENIOR CENTER PL	12.95
		REPAIRS/MAINT-HHS PL	29.67
		REPAIRS/MAINT-HHS PL	17.26
		OPERATING SUPPLIES SWR	30.90
		OPERATING SUPPLIES SWR	1.39
		OPERATING SUPPLIES SWR	5.80
		OPERATING SUPPLIES SWR	46.40
		OPERATING SUPPLIES SWR	28.06
		OPERATING SUPPLIES SWR	8.19
		OPERATING SUPPLIES SWR	6.47
		OPERATING SUPPLIES SWR	75.62
		OPERATING SUPPLIES SWR	60.47
		OPERATING SUPPLIES SWR	6.47
		OPERATING SUPPLIES SWR	21.58
		OPERATING SUPPLIES SWR	22.20
		REPAIRS/MAINT-BUILDING SAN	104.86
		OPERATING SUPPLIES SAN	82.02
		OPERATING SUPPLIES SAN	8.63
		OPERATING SUPPLIES SAN	29.14
		WARRANT TOTAL	938.56
62343	TRUE VALUE	VOIDED WARRANT	.00
		WARRANT TOTAL	.00
62344	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES SWR	42.00
		WARRANT TOTAL	42.00
62345	VALLEY AUTO SUPPLY	REPAIRS/MAINT - EQUIP PL	46.39
		REPAIRS/MAINT - EQUIP PL	229.68
		MAINTENANCE OF VEHICLES SWR	22.24
		WARRANT TOTAL	298.31
62346	VALLEY HARDWARE	REPAIRS/MAINT-HHS PL	10.12
		WARRANT TOTAL	10.12
62347	VERIZON NORTHWEST	TELEPHONE JUD	190.62
		TELEPHONE JUD	67.80
		TELEPHONE FIN	476.55
		TELEPHONE FIN	115.39
		TELEPHONE PLN	95.30
		TELEPHONE PLN	32.73
		TELEPHONE ENG	95.30
		TELEPHONE ENG	32.73
		TELEPHONE PD	253.71
		TELEPHONE PD	997.45
		TELEPHONE INSP	95.30
		TELEPHONE INSP	32.73
		TELEPHONE LIB	190.93
		TELEPHONE PL	315.87
		TELEPHONE - CAMPGROUND PL	113.04

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	SWR	575.87
		TELEPHONE	SAN	193.47
		WARRANT TOTAL		3,874.79
62348	VISTEN, LESLIE	RETIRED MEDICAL	PD	136.00
		WARRANT TOTAL		136.00
62349	VOLUNTEERS OF AMERICA	BOOKS, PERIOD, RECORDS	LIB	8.25
		WARRANT TOTAL		8.25
62350	WAKEMAN, SCOTT	PROF SERVICES-HANDY MAN	CS	675.00
		WARRANT TOTAL		675.00
62351	WA STATE CRIMINAL JUSTICE	TUITION/REGISTRATION	PD	35.00
		WARRANT TOTAL		35.00
62352	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	93.00
		WARRANT TOTAL		93.00
62353	WA STATE PATROL	RENTAL TELETYPE	PD	930.00
		WARRANT TOTAL		930.00
62354	WA ST DEPT OF AGRICULTURE	MISC-PERMITS & LICENSES	PL	25.00
		MISC-PERMITS & LICENSES	PL	25.00
		MISC-PERMITS & LICENSES	PL	25.00
		MISC-PERMITS & LICENSES	PL	25.00
		MISC-PERMITS & LICENSES	PL	25.00
		MISC-DUES/SUBSCRIPTIONS	SWR	25.00
		MISC-DUES/SUBSCRIPTIONS	SWR	25.00
		WARRANT TOTAL		175.00
62355	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		6,718.97
		WARRANT TOTAL		6,718.97
62356	WASHINGTON STATE LIBRARY	PUBLIC UTILITIES	LIB	340.05
		WARRANT TOTAL		340.05
62357	WEST PAYMENT CTR	DUES/SUBSCRIPTIONS	JUD	136.08
		PRINTING/PUBLICATIONS	PD	70.74
		WARRANT TOTAL		206.82
62358	WHOLE ENERGY FUELS	AUTO FUEL/DIESEL	SAN	214.62
		WARRANT TOTAL		214.62
62359	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES	PL	23.06
		SAFETY EQUIPMENT	PL	9.71
		SAFETY EQUIPMENT	PL	9.71
		OPERATING SUPPLIES	SWR	6.17
		OPERATING SUPPLIES	SWR	296.61
		OPERATING SUPPLIES	SAN	5.40
		WARRANT TOTAL		350.66

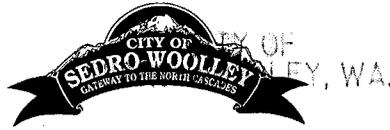
WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
62360	HOLTCAMP PROPERTIES LLC	CONSTRUCTION - SR20 LINE PWT	15,000.00
		WARRANT TOTAL	15,000.00
62361	SEDRO-WOLLEY CORNER LLC	OTHER IMPROVEMENTS SWR	80,000.00
		WARRANT TOTAL	80,000.00
		RUN TOTAL	681,228.63

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	85,510.65
105	LIBRARY FUND	2,895.82
108	STADIUM FUND	9,904.09
110	PUBLIC LANDS 110	23,361.44
331	CITY HALL CONST FUND	333,398.11
332	PWTF SEWER CONSTRUCTION FUND	15,000.00
401	SEWER FUND	162,180.22
412	SOLID WASTE FUND	48,747.43
425	STORMWATER	230.87
TOTAL		681,228.63

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DEPARTMENT	AMOUNT
001 000 000	6,718.97
001 000 011	334.06
001 000 012	1,189.78
001 000 013	59.40
001 000 014	1,902.24
001 000 015	800.24
001 000 018	2,907.04
001 000 019	375.76
001 000 020	2,113.14
001 000 021	25,105.40
001 000 022	25,198.64
001 000 024	542.87
001 000 025	11,035.16
001 000 051	2,000.00
001 000 055	4,725.25
001 000 062	502.70
FUND CURRENT EXPENSE FUND	85,510.65
105 000 072	2,895.82
FUND LIBRARY FUND	2,895.82
108 000 019	9,904.09
FUND STADIUM FUND	9,904.09
110 000 042	23,361.44
FUND PUBLIC LANDS	110 23,361.44
331 000 012	333,398.11
FUND CITY HALL CONST FUND	333,398.11
332 000 082	15,000.00
FUND PWTF SEWER CONSTRUCTION FUND	15,000.00
401 000 035	162,180.22
FUND SEWER FUND	162,180.22
412 000 037	48,747.43
FUND SOLID WASTE FUND	48,747.43
425 000 039	230.87
FUND STORMWATER	230.87
TOTAL	681,228.63



ORIGINAL

ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 07 - .

(To be used for engineering, professional, and consultant services)

2007 DEC 11 AM 11:02

This Agreement made and entered into this 07 day of December, 2007, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and Garrison Engineering whose address is 1997 Park Lane, Burlington, WA 98233, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates not to exceed \$1500.00

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

4. Ownership of Records and Documents.

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

5. Termination.

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

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

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

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

6. Evaluation and Compliance with the Law.

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

7. City Business and Occupation License.

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

8. Liability and Hold Harmless.

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

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

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

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

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

10. Amendments.

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

11. Scope of Agreement.

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

12. Ratification.

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

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

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

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

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

DATED this _____ day of December, 2007.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CONTRACTOR:

Garrison Engineering
Carl Garrison, P.E.

By:  12/10/07



SKAGIT COUNTY DISTRICT COURT PROBATION

Court Bldg. Room 301
205 W Kincaid Street
Mount Vernon WA 98273
(360) 336-9372
Fax: (360) 336-9373

Warren M. Gilbert, Judge
Department I
David A. Svaren, Judge
Department II

Linford C. Smith
Commissioner

Linda Eiford, Director

December 20, 2007

City of Sedro-Woolley
Attn: Patsy Nelson
720 Murdock Street
Sedro-Woolley WA 98284

Re: Probation Contract for 2008

Dear Ms. Nelson:

Enclosed is an Amendment to renew the 2007 contract for Skagit County District Court Probation services through 2008. There are no changes to the contract; the rate continues to be \$50.00 per month for each defendant. I've attached a copy of the 2007 contract for your reference. Please return the Amendment to me after it is signed.

Please give me a call if you have any questions.

We are very appreciative of the City using our Probation Services and hope to serve you in the future.

Sincerely,

Linda Eiford
Director

Enclosures

AMENDMENT #1
ORIGINAL AGREEMENT # C 20060561

The City of Sedro-Woolley, hereinafter called "City" and Skagit County, hereinafter called "County" agree to amend Agreement No. C 20060561 as set forth below under "Terms of Amendment."

TERMS OF AMENDMENT:

The term of the agreement for Skagit County District Court Probation to provide probation services to the City has been amended to extend the contract from January 1, 2008 through December 31, 2008.

There are no other changes to the contract.

All other terms and conditions of the original contract shall remain in effect.

Date: _____
FOR CITY OF SEDRO-WOOLLEY

APPROVED:
BOARD OF SKAGIT COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Mike Anderson, Mayor

Don Munks, Chairman

Patsy K. Nelson, City Clerk

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon, Commissioner

Mailing Address:
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley WA 98284

Recommended:

Attest:

By _____
David A. Svaren, Presiding Judge

Joanne Giesbrecht
Clerk of the Board

By: _____
Trisha Logue, Budget/Finance Administrator

Approved as to Indemnification:

By: _____
Billie Kadrmas, Risk Manager

Approved as to Form:

By: _____
Melinda Miller, Deputy Prosecuting Attorney

After Recording Return to:

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

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF SEDRO WOOLLEY
2007

THIS AGREEMENT is made and entered into by and between the City of Sedro Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of probation services to the City. Skagit County has a Probation Department capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Probation Department has provided probation services to the City in past years based on their participation in the consolidated district/municipal court judicial services plan. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of probation services.
2. **RESPONSIBILITIES:** The County shall provide the following probation services for the City in consideration of time and effort as follows:

Active/full probation services, pre-trial monitoring, monitoring of treatment and/or antabuse and 12-step community based support group attendance, deferred prosecution requirements, pre-post sentence investigations, restitution determination only, and collection of restitution and/or monitoring of prohibitions.

Interlocal Agreement

Page 1 of 4

SKAGIT COUNTY

Contract # C20060561

Page 2 of 5



200612210090

Skagit County Auditor

12/21/2006 Page 2 of 5 2:02PM

The County shall provide such services upon referral from the City and according to the direction of the City's Municipal Court.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2007 through December 31, 2007.

If the agreement is not renewed for 2007, the County will provide the City with the following transition services:

(a) For previously initiated probation services that can be completed by April 1, 2007, the County will complete the service.

(b) For previously initiated probation services that cannot be completed by April 1, 2007, the County will provide the City a complete copy of the probation file and a summary of actions taken to-date, upcoming hearings, and other information that would assist the new service provider in quickly completing the transition cycle.

4. **MANNER OF FINANCING:** The County will bill the City quarterly. Payment by the City will be made within thirty days from date of filing notice. The City shall compensate the County as follows:

Fifty dollars (\$50.00) a month for each defendant placed on probation supervision for each month said defendant is on active supervision (meaning the supervision has not been terminated by order of the court) to a maximum of \$1200 per defendant/case. In cases involving pre-sentence supervision, supervision of mandatory community service or restitution, the maximum per defendant/case shall be \$500.

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 The County's representative shall be District Court Probation Director, Linda Eiford.

5.2 The City's representative shall be City Attorney, Eron Berg.

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.

Interlocal Agreement

Page 2 of 4

SKAGIT COUNTY

Contract # C20060561

Page 3 of 5



200612210090
Skagit County Auditor

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7. **INDEMNIFICATION:** It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

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. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective 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.

SKAGIT COUNTY

Contract # C20060561

Page 4 of 5

Interlocal Agreement
Page 3 of 4



200612210090
Skagit County Auditor

12/21/2006 Page 4 of 5 2:02PM

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the
18th day of December, 2006.

FOR SKAGIT COUNTY:

FOR CITY OF SEDRO WOOLLEY

BOARD OF COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Chairman

Ted W. Anderson
TED W. ANDERSON, COMMISSIONER

Don Munks
DON MUNKS, COMMISSIONER

ATTEST:

Joanne Giesbrecht
Joanne Giesbrecht, Clerk
Skagit County Board of Commissioners

David A. Svaren
DAVID A. SVAREN, PRESIDING JUDGE
Skagit County District Court

APPROVED AS TO FORM:

M. Miller
Melinda Miller, Civil Deputy

Billie Kadmas
Billie Kadmas, Risk Manager

Trisha Logue
Trisha Logue, Budget Director

Interlocal Agreement
Page 4 of 4

SKAGIT COUNTY
Contract # C20060561

Page 5 of 5

Sharon Dillon

Sharon Dillon, Mayor

Patsy K. Nelson
Patsy K. Nelson, City Clerk

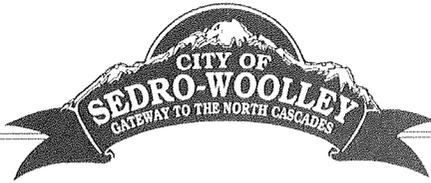
DATED: _____

DATED: 12-14-06



200612210090
Skagit County Auditor

12/21/2006 Page 5 of 5 2:02PM



DATE: January 9, 2008

TO: Mayor Anderson & City Council

FROM: Patsy Nelson

SUBJECT: MISC. ANNUAL CONTRACTS/AGREEMENTS

Recommended Action:

Staff recommends that as part of the consent calendar, the Council approve the following:

1. Skagit County Senior Services \$19,468.00
2. Skagit County Community Action Agency \$7500.00
3. Skagit Domestic Violence & Sexual Assault Services \$1700.00
4. Volunteers of America \$1492.00
5. Loggerodeo \$4750.00
6. Sedro-Woolley Chamber of Commerce \$9500.00
7. Skagit Valley Tulip Festival \$500.00
8. Sedro-Woolley Farmers Market \$1000.00
9. Sedro-Woolley Museum \$1500.00
10. Lincoln Theatre \$400.00

After Recording Return to:

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

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
THE CITY OF SEDRO-WOOLLEY

PROVISION OF SENIOR SERVICES
Calendar Year 2008

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County has operated a **Senior Services Department**, and in connection therewith employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to Senior Citizens. For the purpose of this Contract, a Senior Citizen will be defined as any person 55 years of age or older. As a result of other contractual agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an agreement whereby the County will furnish to the City certain administrative and professional services and the City will pay for the services so performed. This contract is general in nature and reflects the broad responsibilities the County has for the provision of services to the Senior Citizen. Attached to this contract and incorporated by reference is an addendum relating the specific

responsibilities of the County and the City to make provisions for the delivery of services to the Senior Program.

2. RESPONSIBILITIES: It is agreed between the parties during the effective term of this agreement, the County will furnish administrative and professional services to the City; said services to consist primarily of the following:

PROGRAM SERVICES FOR SENIOR CITIZENS

A. Nutritional Services

1. Congregate meals: hot, nutritionally balanced noon-time meals are served at the Senior Centers.
2. Home-delivered meals: Senior Citizens over the age of 60 who are homebound and unable to prepare meals for themselves or attend Senior Centers may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound Senior Citizens weekdays.

The meal delivery can be a temporary or an on- going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service. Periodic reassessments are conducted to re-evaluate need.

3. Liquid food supplements are available to seniors with special nutritional needs.

B. Senior Center

The County provides comprehensive Senior Service programs at community focal points identified as Community/Senior Centers. The Center Coordinator shall coordinate social and health care services for Senior Citizens (Nutrition, Transportation, Retired Senior Volunteer Program, Health Screens, etc.) as well as develop a program of social and recreational activities, including special events and trips. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local Senior Citizens in the formulation of programs.

C. Retired Senior Volunteer Program (RSVP)

RSVP provides the Senior Citizen over 55 years of age the opportunity to contribute their special abilities and expertise to the community. These individuals are placed at qualified stations throughout Skagit County. Various nonprofit and municipal organizations in the community will benefit from these volunteers' services. The RSVP program provides training, insurance coverage, and limited reimbursement for volunteer mileage and meal costs incurred during service.

D. Coordination and Delivery of Supportive Services

The County provides the Senior Citizen with technical assistance in obtaining various human care and economic relief services. The Information and Assistance / Case Management office, through its trained staff, refers and coordinates the provision of these services to the Senior Citizen. These programs currently include legal services, social security information, tax relief, home winterization, chore services, foot care, blood pressure clinics, Medicaid and Medicare assistance, Transportation, among others.

E. Utilization of Media

Local media and websites will be utilized to inform the Seniors of activities and services provided by the County. Senior Services staff will provide weekly announcements to the local newspapers and radio stations.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2008 through December 31, 2008.

4. MANNER OF FINANCING: The City shall pay for the services provided for this agreement the sum of nineteen thousand four hundred sixty-eight dollars (\$19,468.00). One fourth of the amount shall be due at the end of each quarter, that is March 31, June 30, September 30, December 31, 2008, and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at the first quarter as desired by the City.

5. ADMINISTRATION: Senior programs will function according to policies and procedures of Skagit County and in accordance with the Federal guidelines for Older Americans Act and Senior Citizen Service Act grants. These policies, guidelines and budgets will be monitored and evaluated by County Administrative staff. The County will provide supervisory and general staff to conduct and coordinate comprehensive Senior Services. Inasmuch as with the signing of this intergovernmental contract, the delivery of programs to senior citizens is a function of the County, managed by the Department of Senior Services.

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 The County's representative shall be the Director of Senior Services and the Senior Center Coordinator..

5.2 The City's representative shall be _____ and _____.

6. OPERATIONS: The County will be responsible for all related operational expenses associated in providing direct senior services as outlined in this contract. The City will provide an appropriate site for the delivery of Senior Center Services. Sites will be obtained through facility donations, building rental or acquisition. The City will be responsible for all costs associated with the facility maintenance, utilities, repairs and custodial services to appropriate levels as determined by the City. The County will ensure that the site is maintained at a reasonable level of upkeep during normal, daily operations of the Senior Center. The County will be responsible for all costs incurred relating to the Senior Center telephone service.

7. NO SUBLETTING: The County shall not rent or sublet the Sedro-Woolley Senior Center to third parties without consent of the City. Any lease or rental payments shall be payable to the City of Sedro-Woolley and deposited in the City general fund.

8. 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.

9. 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

INTERLOCAL AGREEMENT

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.

10. **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. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. **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.

13. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided that no party hereto may assign the terms as obligation of this Agreement without the prior consent of the other party, which consent shall not be reasonable delayed or withheld.

14. **OTHER PROVISIONS:**

A. Reports

Senior Service reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in Senior Service Programs. The statistical information included in this report will define hours and/or units of service provided to the Seniors and the cost for service provision. Annual reports will contain program narratives describing Senior Citizen Services.

B. Program Evaluation

1. Evaluation Committee - A committee of the two designated representatives from the City and the County shall meet annually to evaluate the existing program services. This committee shall make recommendations to the City and the County for the modification of Senior Services specified in the attached addendum.
3. Audit - The City may audit the records to assure that it will receive full value in services for the consideration of services recited herein.

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

CITY OF SEDRO-WOOLLEY

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Mayor Mike Anderson
(Date _____)

Sharon D. Dillon, Chairman

Print Name of Signatory

Don Munks, Commissioner

Mailing Address:
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

Kenneth A. Dahlstedt, Commissioner

For Agreements under \$5000

Gary Rowe, County Administrator
(Authorization per Resolution #R20030146)

Recommended:

By: 
Jennifer Kingsley, Department Head

By: _____
Trisha Logue, Budget & Finance Director

Approved as to Indemnification:

By: _____
Billie Kadrmas, Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

Attest:

By: _____
JoAnne Giesbrecht, Clerk of the Board

CONTRACT ADDENDUM
PROVISION OF SENIOR SERVICES FOR
THE SEDRO-WOOLLEY SENIOR CENTER
COMMENCING JANUARY 1, 2008 - ENDING DECEMBER 31, 2008

PROGRAM SERVICES

1. **NUTRITION**

Skagit County Nutrition Project
315 South Third Street
Mount Vernon, WA 98273
Phone: (360) 336-9315

Sedro-Woolley Senior Center
715 Pacific Street
Sedro-Woolley, WA 98284
Phone: (360) 855-1531

Operating Hours: Congregate - M - F 12:00 noon
Home-Delivered – M - F 12:00 noon (frozen weekend meal available)

Congregate Meals: Nutritionally balanced meals for senior citizens 60 years of age and older are served at 12:00 noon at the senior centers. Participants are requested to reserve their meals in advance and to indicate any special requests for diabetic dessert option.

Estimated total congregate meals per year countywide: 46,000

Home-Delivered Meals: Senior citizens over the age of 60 who are unable to prepare nutritionally adequate meals for themselves and whom are homebound and unable to attend a Senior Center may have noon-time meals delivered to their homes. A staff member from the Skagit Nutrition Project makes an initial home visit to assess program eligibility of the homebound senior citizen, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual reassessments are conducted to re-evaluate eligibility. Frozen meals are available for weekends, holidays, and special requests.

Estimated total home-delivered meals per year countywide: 65,000.

Liquid Meal Supplement: The Skagit Nutrition Project has Ensure Plus available at the Skagit County Senior Centers, which is available to senior citizens. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions can be kept on file with the nutrition program and must be renewed every 6 months.

Estimated total liquid food supplement meals distributed per year countywide: 19,200.

2. **ADMINISTRATION and SENIOR CENTER**

Skagit County Senior Services
315 South Third Street
Mount Vernon, WA 98273
Phone: (360) 336-9315

Sedro-Woolley Senior Center
715 Pacific Street
Sedro-Woolley, WA
Phone: (360) 855-1531

Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

Senior Center serves as a community focal point where Senior Citizens can conveniently access services and activities which support their independence, enhance their dignity and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Senior Services programs will take place within and emanate from this facility.

Estimated total senior visits per year 23,000.

Estimated total senior health screen participants 300.

Estimated total senior program participants 19,000.

3. RETIRED SENIOR VOLUNTEER PROGRAM

Skagit County Retired Senior Volunteer Program
315 South Third Street
Mount Vernon, WA 98273
Phone: 336-9315

Operating Hours: Monday - Friday 8:00 a.m. - 4:00 p.m.

This program offers meaningful volunteer opportunities for persons age 55 and older to serve in a variety of public and non-profit organizations throughout Skagit County. The program provides training, placement, insurance coverage, and limited mileage and meal reimbursement. Gas coupon reimbursement is also utilized.

Estimated active volunteers per year 230.

Estimated number volunteer stations 15.

Estimated RSVP hours per year 28,604.

Estimated RSVP reimbursement per year \$7,542.00.

4. SKAGIT INFORMATION AND ASSISTANCE/CASE MANAGEMENT

Northwest Regional Council
Skagit Information and Assistance/Case Management
1650 Port Drive
Burlington, WA 98233
Phone: (360) 428-1301

Operating Hours: Monday - Friday 8:00 a.m. - 5:00 p.m.

This program offers information, assistance and case management referrals for clients. Information and Assistance services include specific information on various programs available in Skagit County being provided upon request to client, client's family or client representative. Assistance includes providing referrals to other agency or community services on behalf of the client. Case management services include ongoing assessment of needs, care plan development and monitoring of care plan implementation.

Countywide information contacts 3,000

Countywide assistance (includes RSC, FCSP, and I&A): 6,690 units for 1,129 clients

Countywide case management – 325/average monthly caseload

AGREEMENT

This Agreement, entered into this 9th day of January, 2008, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit County Community Action Agency, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding by the City; and

WHEREAS, City desires to provide proceeds from the 2008 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$7,500.00 from the 2008 fiscal year budget.
2. Grantee shall use such funds to provide and maintain services to low income residents of the City, consisting of energy assistance, emergency food and shelter, health and other social services as necessary, within budget limitations.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: Skagit County Community Action Agency
330 Pacific Place/P.O. Box 1507
Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2008, and shall expire on December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SKAGIT COUNTY COMMUNITY
ACTION AGENCY

Executive Director

AGREEMENT

This Agreement, entered into this 9th day of January, 2008, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit Domestic Violence & Sexual Assault Services, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1700.00 from the 2008 fiscal year budget.
2. Grantee shall use such funds to make available counseling, intervention, referral and residential services for battered persons and victims of rape who are residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity

shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 720 Murdock Street Sedro-Woolley, WA 98284
Grantee:	Executive Director/President Skagit Domestic Violence & Sexual Assault Services PO Box 301 2121-B East College Way Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2008, and shall expire on December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SKAGIT DOMESTIC VIOLENCE &
SEXUAL ASSAULT SERVICES

Executive Director

AGREEMENT

This Agreement, entered into this 9th day of January, 2008, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Volunteers of America Western Washington {Grantee}.

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1492.00 from the 2008 fiscal year budget.
2. Grantee shall use such funds to help pay for the cost of providing a Community Information Line Service to all residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, an such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 720 Murdock Street Sedro-Woolley, WA 98284
Grantee:	Volunteers of America PO Box 839 Everett, WA 98206-0839

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2008, and shall expire on December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

VOLUNTEERS OF AMERICA
WESTERN WASHINGTON

Thomas D. Robinson
CEO, Volunteers of America
Western Washington

AGREEMENT

This Agreement, entered into this 9th day of January, 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Loggerodeo, Inc.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2008 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$4,750.00 from the 2008 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: President
Loggerodeo, Inc.
P. O. Box 712
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11. This agreement shall commence and be effective as of January 1, 2008 and shall expire on December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

LOGGERODEO, INC.

President

AGREEMENT

This Agreement, entered into this 9th day of January, 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and the Sedro-Woolley Chamber of Commerce, (Grantee.)

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2008 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$9,500.00 from the 2008 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, an such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: Executive Director/President
Sedro-Woolley Chamber of Commerce
714 - B Metcalf Street
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11. This agreement shall commence and be effective as of January 1, 2008, and shall expire on December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOLLEY CHAMBER
OF COMMERCE

Executive Director

AGREEMENT

This Agreement, entered into this 9th day of January 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Skagit Valley Tulip Festival.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2008 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$500.00 from the 2008 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 720 Murdock Street Sedro-Woolley, WA 98284
Grantee:	Executive Director Skagit Valley Tulip Festival P. O. Box 1784 Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11. This agreement shall commence and be effective as of January 1, 2008 and shall expire on December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SKAGIT VALLEY TULIP FESTIVAL

Executive Director

AGREEMENT

This Agreement, entered into this 9th day of January, 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Farmers Market, a non-profit corporation.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2008 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1,000.00 from the 2008 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: _____
Sedro-Woolley Farmers Market
P.O. Box 20
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11. This agreement shall commence and be effective as of January 1, 2008, and shall expire on December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY FARMERS MARKET

By _____
President

AGREEMENT

This Agreement, entered into this 9th day of January, 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Museum.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2008 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1,500.00 from the 2008 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley; or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: Carolyn Freeman, President
Sedro-Woolley Museum
725 Murdock Street
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11. This agreement shall commence and be effective as of January 1, 2008, and shall expire on December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY MUSEUM

By _____
President

AGREEMENT

This Agreement, entered into this 9th day of January, 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Lincoln Theatre Center.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2008 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$400.00 from the 2008 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 720 Murdock Street Sedro-Woolley, WA 98284
Grantee:	Lincoln Theatre Center Post Office Box 2312 Mount Vernon WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11 This agreement shall commence and be effective as of January 1, 2008, and shall expire on December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

LINCOLN THEATRE CENTER

By _____
President

JAN 9 2008

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

Memorandum

To: Mayor Anderson & City Council Members

From: Patsy Nelson *Patsy*

Date: 1/4/2008

Re: Intergovernmental Cooperative Purchasing Agreement for 2008/2009

Issue: Should the City renew the cooperative purchasing agreement with the State of Washington, Department of General Administration, Office of State Procurement?

Background: The City has frequently purchased goods and services “off the State Contract” at a substantial savings both in purchase price as well as staff time involved in the bidding/purchasing process. This agreement allows the City to participate in the cost savings plan. This year the State has changed the plan to a two year membership instead of the previous annual membership.

Recommended Motion: Authorize the Mayor to sign the attached Intergovernmental Cooperative Purchasing agreement for Public Agencies with the State of Washington for 2008 & 2009, and pay the required membership fee.



State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION
Office of State Procurement

Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.ga.wa.gov>

**STATE OF WASHINGTON
INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT FOR
PUBLIC AGENCIES**

Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, (hereinafter called the "Office of State Procurement" or "OSP"), and the following named public agency, City of Sedro-Woolley (hereinafter called the "Cooperative member") hereby enter into this Intergovernmental Cooperative Purchasing Agreement (hereinafter called the "Agreement"), the purpose of which is for undertaking governmental purchasing activity that each party is authorized by law to perform, upon the following terms and conditions:

- (1) The Cooperative member must be an agency, Cooperative member, or unit of local government of Washington state including, but not limited to, municipal corporations, quasi-municipal corporations, special purpose districts, and local service districts; any agency of Washington state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any Cooperative member of another state of the United States.
- (2) The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, agrees to contract on behalf of the Cooperative member, to the extent permitted by law and agreed upon by both parties. The Cooperative member accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the Cooperative member.
- (3) The Office of State Procurement shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and shall either post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or shall provide an access link on the State of Washington's web portal to the notice.
- (4) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative member (s), the Cooperative member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on their credit assessment of the Cooperative member. Purchases by the Cooperative member may be made by a purchase order issued by the Cooperative member to the state contractor. The Cooperative member accepts full responsibility for payment for any goods and services it purchases under contracts negotiated by OSP with private vendors or items it purchases directly from OSP. The Cooperative member accepts responsibility for contract monitoring related to their use of these contracts.
- (5) The Cooperative member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.
- (6) This Agreement shall be effective on the later of the two signatures dates appearing below, and shall continue in force until canceled in writing by either party.
- (7) In the event that either the Office of the State Procurement or the Cooperative member is abolished, this Agreement shall continue in operation as to any public agency succeeding to the

- powers and duties of the abolished party, except as canceled or modified by operation of law. The Cooperative member may request a refund of unexpired membership exceeding three months, which may be approved by OSP at their discretion.
- (8) The Cooperative member agrees to use only contracts available to the Cooperative member and only in accordance with those contract terms and conditions. The Cooperative member further agrees that all purchases from OSP contracts will be made only for the direct use of the Cooperative member's programs (as covered by this agreement) and will not be made on behalf of other jurisdictions (Cooperative member").
 - (9) The Office of State Procurement is required by Chapter 236-49-060 WAC to recover the costs of administering the state purchasing cooperative program from all its members. The Membership Fee Schedule below sets forth the fee structure for Cooperative members that are not Washington State Agencies, which is based on the total expenditures less debt service and interfund transfers, as reported in the Cooperative member's last audited financial statements. The Cooperative member shall be charged a membership fee based upon the self-declaration, as indicated by their signatory's initials in the first column of the Membership Fee Schedule below. The Cooperative member's self-determined membership fee is subject to change if not validated by OSP during its subsequent reviews. This membership fee is due upon subscribing for the first year of membership and by January 31 of the membership cycle. The membership term is January 1st 2008 through December 31st 2009. The Cooperative member agrees to pay the membership fee as a part of this Agreement. New memberships beginning after June 30 may be prorated and will be established at the discretion of OSP.
 - (10) Membership fees are established every two years. The State Auditors' most recently published *Local Government Comparative Statistics* report will be used to verify membership fee. Where a Cooperative member is not reported separately in that document, audited financial statements as published in the State Auditors' Website will be used. The Superintendent of Public Instruction (OSPI) web site will be used to verify fee issues for School Districts. The most recent audited financial statement will be used as the authoritative source to resolve any issues regarding the Annual Membership Fee due from the Cooperative member. Any Cooperative member not reported in the OSPI or State Auditor's Websites, must submit a copy of its most recent audited financial statements to OSP. When a member does not have audited financial statements, the member shall provide internal budgets or financial statements to OSP if requested.
 - (11) In addition to accessing State contracts established by the Office of State Procurement, custom contracting and procurement services are available for an additional predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.
 - (12) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.
 - (13) The Cooperative member shall be responsible for filing a copy of this Agreement with its county auditor's office.
 - (14) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.
 - (15) PAYMENT and NOTICES: Payment shall be made to OSP at the address given herein. Further, any notice, demand or other communication required or permitted to be given under this Contract shall be made to the parties at the addresses provided below.

Mail: agreement and Payment to:

State of Washington, OSP PAF-Non/Prof Fund: 422 04 20 000214,

Cooperative member contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Cooperative Member Name: City of Sedro-Woolley
 Contact Name: Eron Berg, City Supervisor
 Address: 720 Murdock Street
 City, St. Zip: Sedro-Woolley, WA 98284
 Phone Number: 360-855-1661
 Federal Id #: 91-6001276
 FAX Number: 360-855-0707
 Email Address: eberg@ci.sedro-woolley.wa.us

Two-Year Membership Fee Schedule

Note: Expenditures below are net of debt service and inter-fund transfers

Initial in box	Annual expenditures of more than	Annual expenditures of less than	Two-Year Membership Fee
	\$0.00	\$3,000,000	\$400
	\$3,000,001	\$7,500,000	\$1,000
	\$7,500,001	\$30,000,000	\$2,000
	\$30,000,001	\$68,000,000	\$4,000
	\$68,000,001	\$90,000,000	\$6,000
	\$90,000,001	\$150,000,000	\$8,000
	\$150,000,001	and over	\$10,000

The undersigned has read, understands and agrees to the terms and conditions of this agreement and this Authorized Signatory for the Cooperative member attests that the expenditure level initialed in the Membership Fee Schedule above is true and correct.
 Cooperative member Authorized Signature: Applicant must provide an authorized signature.

Name: _____
 Title: Mayor
 Address (if not the same as above): _____
 Phone Number: 360-855-1661
 Date Signed: _____

FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)

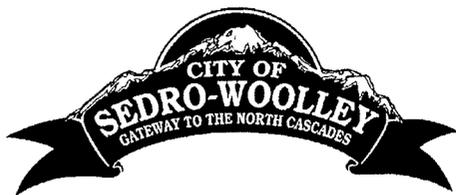
Approved as to form: , AAG Date: 07/18/07 (signature on file)

OSP has assigned you Co-op member number, _____. Please provide this number when ordering from contracts or communicating with OSP.

OSP AUTHORIZED SIGNATURE

 Name Title Date

UNFINISHED
BUSINESS



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 9 2008

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: City Hall Update
DATE: January 9, 2008

PROJECT STATUS: The Project is progressing as anticipated although we are looking at a delay of two weeks for substantial completion. We are now expecting substantial completion to occur during the second week of February. The paving was delayed due to weather conditions and we are expecting it to occur in late February/early March.

I have set March 17th as the target move-in date with the City Hall closing early on the 14th to allow for packing and labeling and the movers working on the 15th and 16th.

ISSUES: No action requested tonight.

PENDING ISSUES:

1. PSE pole at entrance to building: work is progressing and the pole should be gone next week; the permanent power to the building is ready to be energized.
2. Generators. I no longer believe we will have funding to complete this work as part of the project in 2008; have not given up yet, but we will need to wait until project completion to assess the budgetary capacity.
3. FF&E budget still pending further review and discussion. I have selected a vendor to provide furnishings and am working with the Council committee and staff on selection. I anticipate that we will have ordered a high density storage unit for the finance department by the day of the Council meeting. Will move forward as discussed at the last Council meeting to spend the \$100K budgeted on these items.
4. Telecommunications. We are waiting for proposals which are due on January 10th and expect to have an award recommendation for you on the 23rd.

REQUEST FOR ACTION: None tonight

INFORMATIONAL ITEMS:

The following is a log of pending and approved modifications:

MODIFICATION PROPOSAL REQUESTS:

Preliminarily Approved Under Resolution:

8-23-2007	7	Electric door strikes	\$ 1,494.77
8-23-2007	8	Electric keypad entrance	\$ 841.01
9-19-2007	11	Addition of wires/boxes to Room 202	\$ 3,789.06
8-23-2007	12	Deletion of guard rail on staircase	(\$1173.74)
8-8-2007	13	Modification of tile trim	\$ 371.31
9-19-2007	14	Wiring for three flat panel monitors (EOC)	\$ 1,203.00
10-2-207	15R	Munro/Murdock drain line	\$ 5,057.19
11-1-2007	16RR	Prep. work for two decorative lights in sidewalk on Metcalf	\$ 3,703.69
10-18-2007	24	Additional telecom cabling in finance office	\$ 460.40
11-1-2007	25R	Conduit and switching gear for future generator	\$ 4,579.76
11-1-2007	26	Relocation of existing bullet proof glass to court clerk	\$ 233.14
11-15-2007	20	Addition of built-in desk/casework for offices	\$12,364.23

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:

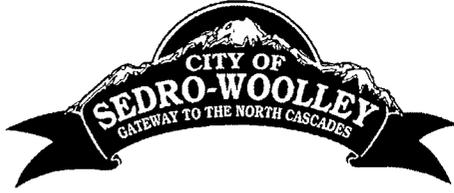
6-13-2007	n/a	Addition to Carletti contract	up to \$30,000.00
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Under Council action on August 8, 2007 (CHANGE ORDER 1):

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
Under Council action on September 26, 2007:			
9-26-2007	21	Added cost for City engineer's plan revisions (04-07)	\$ 6,643.13
Under Council action on November 14, 2007:			
11-15-2007	23RR	Power pole relocation site work/electrical	\$19,284.84
Pending consideration of the City & pricing from Contractor:			
12-27-2007	17R	Flagpole/lights/steps on Metcalf	\$ 2,165.14
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
12-27-2007	22	Addition of cash drawers for clerks counters	\$ 1,585.50
12-27-2007	27R	Metal siding at courtyard	\$ 4,875.44
n/a	28	Relocation of 911 phone to exterior of addition	deleted
n/a	29	HWT relocation electrical.	voided
n/a	30	Added tamper/flow switches at elevator shaft and equip. room.	voided
12-27-2007	31	Added audio boxes at Bailiff area is approved.	\$ 1,409.94
n/a	32	Added curbing on south side landscape areas is in process.	pending
n/a	33	Removal of failing VCT and sealing of concrete for moisture.	voided
12-27-2007	34R	Electric roll up door @ police reception.	\$ 2,034.29
12-27-2007	35	A/V switch/controller in courtroom is approved.	\$ 2,452.12
n/a	36	Painting in training room.	voided

RECOMMENDATIONS: None



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

JAN 9 2008

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

720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Supplemental Agreement 3 to the David Evans & Associates, Inc.
Local Agency Standard Consultant Agreement**
SR20/F&S Grade Road/Skagit Industrial Park Intersection Improvements

DATE: January 4, 2008 (for Council review January 9, 2008)

ISSUE

Should Mayor Anderson execute the attached Supplemental Agreement 3 to the Standard Agreement for Professional Services with David Evans & Associates (DEA) to add design phase services for the SR20/F&S Grade Road and Skagit Industrial Park Intersection Improvement Project?

BACKGROUND/DISCUSSION

As discussed and authorized at the December 12, 2007 council meeting, Staff has concluded negotiations with DEA for the design phase services for the SR20 Intersection improvement project. Attached are the draft Supplemental Agreement 3 cover sheet, Scope of Services and detailed estimate. The final SA3 will be forwarded to the city with the required Local Agency Agreement attachments and detail that were not available at the time the council packet was prepared. The final amount of the agreement may vary slightly (lower amount) from the figures presented below.

The timeline for the design work calls for completion of the plans and specifications in time for a July 2008 advertisement and August through October construction window. The timeline is tight and subject to a prompt review process at WSDOT.

FINANCIAL

Here is the updated funding and estimated cost for the project at this time.

FUNDING

Skagit County RDC	\$ 152,000	
REV Program	\$ 363,300	
STPR	\$ 332,279	
WSDOT I 2 Program	\$ 15,000	
STPR approved by MPO/RTPO	\$ 750,000	
City Match	\$ 586,840	
Local City Match	\$ 300,000	
Rimmer LLC	\$ 50,000	
In Kind Right of Way	\$ 332,875	
TOTAL AVAILABLE FUNDING		\$2,882,294

ESTIMATED COST

Preliminary Design – (REV, Local & DOT as of 12/11)	\$ 362,551	
Final Design Environmental and ROW Assistance	\$ 260,000	
Project Administration	\$ 59,960	
ROW Acquisition	\$ 302,875	
Construction Engineering & Management	\$ 239,820	
Construction & Contingency	\$1,998,461	
TOTAL ESTIMATED COST		\$3,223,667

NET FUNDING NEEDED **\$ 341,373**

ANALYSIS

Supplemental Agreement 3 totals \$238,326, including design, environmental and ROW assistance tasks, which is 11.9% of the current construction estimate including contingency and sales tax. The current budget allows \$260,000 for this work, representing 13% of the current construction estimate. This supplement will increase to Agreement total to \$544,150. The previously authorized work has been completed and billed, and represents \$305,824 of the Preliminary Design cost noted above.

The work will be done on a time and expense basis with costs not to exceed the agreement total without prior approval.

Sufficient funding is currently in place to proceed with the design phase work. We are actively seeking funding for the shortfall.

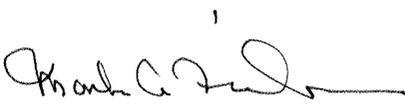
RECOMMENDATION

It is Staff's recommendation that Council authorize Mayor Anderson to execute Supplemental Agreement 3 with David Evans & Associates, Inc. of Bellevue, WA for design phase services for the SR20/F&S Grade Road/Skagit Industrial Park Intersection Improvements project.

MOTION:

Move to authorize Mayor Anderson to execute Supplemental Agreement 3 with David Evans and Associates, Inc. of Bellevue, WA for design phase services for the SR20/F&S Grade Road/Skagit Industrial Park Intersection Improvements Project in the amount of \$238,326, for a revised Agreement total of \$544,150.

Respectfully submitted,



Mark A. Freiburger, PE
Director of Public Works/City Engineer



Supplemental Agreement Number 5		Organization and Address David Evans and Associates, Inc. 415 118th Avenue SE Bellevue, WA 98005 Attn: Scott Soiseth	
Original Agreement Number		Phone: 425-519-6590	
Project Number 93-066-1195	Execution Date 1/9/2008	Completion Date 12/31/2008	
Project Title Skagit Manufacturing Access and Signalization	New Maximum Amount Payable \$ 544,150.00		
Description of Work Develop PS&E for two roundabouts, F&S Grade Road/SR-20 and North Access/SR-20.			

The Local Agency of City of Sedro Woolley
desires to supplement the agreement entered into with David Evans and Associates, Inc.
and executed on 7/9/2001 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Additional work as described in Exhibit A-1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: 12/31/08

III

Section V, PAYMENT, shall be amended as follows:

The contract total shall be increased by the amount of \$238,326. Overhead rate has been revised to 175.79% (See Exhibit D-2)

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: David Evans and Associates, Inc.

By: City of Sedro Woolley

Consultant Signature

Approving Authority Signature

Date



DAVID EVANS
AND ASSOCIATES INC.

Exhibit A-1 SCOPE OF WORK

City of Sedro Woolley SR 20 ROUNDABOUT IMPROVEMENTS (SKAGIT MANUFACTURING ACCESS AND SIGNALIZATION FEASIBILITY) Phase 2 PS&E Supplement #5

INTRODUCTION

This SR 20 Roundabout Improvements Project (PROJECT) involves the survey, environmental, and engineering work necessary for preparation of the Plans, Specifications, and Estimate (PS&E) for the SR 20/F&S Grade Road and SR 20/North Access Roundabouts. This PROJECT will involve early coordination with WSDOT, the City of Sedro Woolley (CITY), and adjacent property owners to develop the roundabout geometric and channelization design that will be approved by the Washington State Department of Transportation (WSDOT).

Major features of the PROJECT include:

- Topographic Survey Update
- NEPA Addendum Documentation
- Roundabout Conceptual Design Approval from WSDOT
- Roundabout Geometric Design Approval from WSDOT
- 70%, 90%, and Final PS&E Documents
- Bid Support

WORK ITEM 1.00 – PROJECT MANAGEMENT

1.01 Project Management

Direction of David Evans and Associates, Inc. (CONSULTANT) staff and review of their work over the course of the project shall be provided. This work item includes preparing the monthly progress reports and invoicing, attending CONSULTANT staff meetings, scheduling staff, and planning work items for the following month.

Periodic monitoring of the CONSULTANT'S design budget shall occur over the course of the project. Current status, as well as projections, shall be developed. This work item is intended to help monitor costs and budgets and to propose corrective actions. These actions could include formal requests for budget increases, or scope modifications or reductions.

The CONSULTANT and the CITY shall jointly develop an overall project schedule. The schedule shall be updated monthly to reflect the current status of the project. The schedule shall be arranged to meet key target dates. The project schedule shall be modified as needed to reflect the changes in the project.

Deliverables:

- Monthly Invoices and Progress Reports (8 total – February 2008 through September 2008)
- Project Schedule (updated monthly – 8 total)



1.02 Coordination Meetings

This work item provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings shall be the forums for agencies to provide input and guidance for the direction of the project. They shall also be used to discuss project issues, approve submittals, and develop potential solutions.

The CONSULTANT shall prepare for, attend, and document up to six (6) 2-hour meetings plus 3 hours of travel time for each meeting. Meetings shall be required for coordination with the CITY, WSDOT, property owners, and other affected agencies. The meetings shall be held in a location acceptable to the CITY, WSDOT, and the CONSULTANT.

- Meetings: Six (6) Coordination Meetings

1.03 Project Site Visits

The CONSULTANT shall conduct four site visits to review the site conditions and discuss design considerations with CITY staff. The CONSULTANT shall combine the site visits with the coordination meetings identified in Work Item 1.02 when possible.

- Meetings: Four (4) Site Visits



WORK ITEM 2.00 – QUALITY CONTROL/QUALITY ASSURANCE REVIEW

This work item is for QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review shall cover documents, reports, plans, specifications, cost estimates, and pertinent information on an ongoing basis. The QC/QA program entails the periodic review of study criteria, design, assumptions, concepts, and presentation of product format, so that the overall project objectives are fulfilled.



WORK ITEM 3.00 – TOPOGRAPHIC SURVEY AND BASEMAP PREPARATION

3.01 Additional Survey

The CONSULTANT shall review the existing basemap to identify areas where additional survey shall be required for the two roundabout designs. The CONSULTANT shall survey the additional areas and incorporate them into the existing basemap. It is assumed that the additional survey will be limited to three days of field work.

Deliverables:

- A CONSULTANT-generated AutoCAD basemap created in the City of Sedro-Woolley mapping format
- A copy of all survey field notes
- A hard copy of the survey control map



WORK ITEM 4.00 – STORM DRAINAGE/WATER QUALITY

4.01 Stormwater Report/Stormwater Pollution Prevention Plan

The CONSULTANT shall update the existing Stormwater Report (prepared in December 2006) and prepare a Stormwater Pollution Prevention Plan to document the changes associated with the roundabout design. It is assumed the proposed detention/water quality pond prepared for the previous SR 20 signals project will require only minor design changes to accommodate the proposed roundabout designs. If major design rework of the proposed detention/water quality pond or design of additional detention/treatment facilities is required based on the updated stormwater analysis, a supplement to this agreement shall be prepared to cover the additional design costs.

The updated stormwater analysis report will be submitted to the CITY for their review at or near the time of completion of the 70% plan preparation. Upon receiving CITY comments, the CONSULTANT shall complete the stormwater analysis report. The final report and Stormwater Pollution Prevention Plan will be submitted to the CITY with the 90% plans.

Deliverables:

- Draft and Final Stormwater Analysis Reports (two (2) bound copies and an electronic PDF of each)
- Draft and Final Stormwater Pollution Prevention Plan (two (2) bound copies and an electronic PDF of each)



WORK ITEM 5.00 – ENVIRONMENTAL DOCUMENTATION

5.01 NEPA/SEPA Addendum

The CONSULTANT shall prepare a NEPA/SEPA addendum to the approved Documented Categorical Exclusion to reflect changes to PROJECT and recent species listings.

Deliverables:

- Draft and Final NEPA/SEPA Addendum (two (2) bound copies and an electronic PDF of each)

5.02 Biological Assessment

The CONSULTANT shall update the existing Biological Assessment (No Effect Letter) to reflect changes in the design and recent ESA species listings. The National Marine Fisheries Service (NMFS), the United States Fish and Wildlife Service (USFWS), the Washington State Department of Natural Resources (DNR), and the Washington Department of Fish and Wildlife (WDFW) will be used to assist in assessing the PROJECT's environmental impacts.

Deliverables:

- Draft and Final BA Letter of No Effect (two (2) bound copies and an electronic PDF of each)



WORK ITEM 6.00 – ROUNDABOUT CONCEPTUAL DESIGN

Conceptual Design Approval

The CONSULTANT shall coordinate with the CITY and WSDOT to prepare and submit a conceptual design package of the SR 20/F&S and SR 20/North Access roundabouts to WSDOT for approval based on the criteria set forth in Chapter 9-15 of the *WSDOT Design Manual*, November 2007. It is assumed that two conceptual design meetings with the CITY and WSDOT will be required prior to submitting for Conceptual Design Approval. Elements required at the conceptual design meetings and to be included in the Conceptual Design Approval package include the following.

6.01 Accident Analysis

The CONSULTANT shall conduct an accident analysis using the most recent three-year accident data provided by WSDOT to identify existing safety and operational issues. The accident analysis will be limited to the SR 20/F&S intersection and SR 20 mainline, from the SR 20/Cook Road SR 20/SR 9 intersections. The CITY shall coordinate with WSDOT to request the accident data.

6.02 Traffic Analysis

The CONSULTANT shall perform a level of service analysis through the corridor using the year-of-opening (2009) and a 20-year constrained forecast based on historic growth rate and adjacent intersection/corridor capacity (i.e., SR 20/Cooke Road and SR 20/SR 9). The CONSULTANT shall use Sidra Version 3.1 or newer software for evaluation of intersection level of service during the AM and PM peak periods. The traffic analysis shall evaluate both a signal and a roundabout at the SR 20/F&S Grade Road and SR 20 North Access intersections. The CITY shall coordinate with WSDOT to request the latest mainline and intersection turning movement counts for the AM and PM peak periods. The CONSULTANT shall collect new AM and/or PM peak intersection turning movement counts where data is missing from WSDOT (assume five (5) new intersection turning movement counts).

The analysis shall be limited to the following intersections:

- SR 20/Cooke Road
- SR 20/F&S Grade Road
- SR 20/North Access Roundabout
- SR 20/SR 9

The traffic analysis shall include the following elements:

- Identify and justify traffic growth rates used
- Identify projected ADT based on the capacity of adjacent intersections
- Identify all turning movement volumes at the intersections analyzed
- Identify intersection level of service, queue lengths, delay, percent stopped, and degree of saturation during AM and PM peak period for the design periods analyzed
- Identify the impact of future capacity improvements to adjacent intersections on the operation of the single-lane roundabouts

6.03 Conceptual Layout of Roundabouts

The CONSULTANT shall develop conceptual drawings of the proposed SR 20/F&S and SR 20/North Access roundabouts. The conceptual drawings shall be prepared at a scale of 1"=50' full size. The conceptual drawings shall include the following information:



- Existing roadway alignment and features, including surrounding buildings and fixed objects
- Topographic information
- Above- and below-ground utilities, including drainage facilities
- Existing right-of-way
- Environmental constraints (i.e., wetlands, streams, etc.)

6.04 Design Vehicle/Pedestrian/Bicycle Analysis

The CONSULTANT shall identify the design vehicle used, the fastest path, and the wheel paths used to develop the conceptual layout of the roundabouts. The CONSULTANT shall also identify the truck types and sizes that travel through the project area, currently and in the future, and identify whether the planned roundabouts are on an existing or future planned truck route. The CITY shall provide the CONSULTANT with the design vehicle to be used for the analysis and the types of trucks accessing and traveling through the project site (i.e., SR 20, Skagit Industrial Park, and Rimmer Industrial Park).

In addition, the CONSULTANT shall identify known existing and future pedestrian or bicycle issues within the project limits.

6.05 Conceptual Meetings with WSDOT/CITY

The CONSULTANT shall participate in up to two (2) conceptual meetings with WSDOT and the CITY to discuss the development of the roundabouts. Information obtained from the meetings will be documented and included in the Conceptual Design Approval package. The CITY shall be responsible for scheduling the meetings and locations.

- Meetings: Two (2) Coordination Meetings (included in Work Item 1.02)

Deliverables:

- Draft and Final Conceptual Design Approval Package



WORK ITEM 7.00 – ROUNDABOUT GEOMETRIC DESIGN

Geometric Design Approval

The CONSULTANT shall coordinate with the CITY and WSDOT to prepare and submit a Geometric Design Approval package to WSDOT following the approval of the conceptual design identified in Work Item 6.00. The Geometric Design Approval package is based on the criteria set forth in Chapter 9-15 of the *WSDOT Design Manual*, November 2007. It is assumed that three (3) review periods will be required by WSDOT, and that the CONSULTANT shall revise and resubmit the document to WSDOT after each review period. Elements of the Geometric Design Approval package shall include the following.

7.01 Channelization Plans

The CONSULTANT shall prepare channelization plans for the proposed SR 20/F&S Grade Road and SR 20/North Access roundabouts per the WSDOT Northwest Region's requirements for channelization plan submittals.

7.02 Design Decisions/Deviations

The CONSULTANT shall document and summarize all design decisions used in the development of the roundabouts, including any deviations being requested. It is assumed that the CONSULTANT shall document and submit up to two (2) deviation requests to WSDOT during the channelization process. The deviation reports shall follow WSDOT's standard format for deviation requests.

7.03 Roundabout Geometric Data

The CONSULTANT shall include the following geometric data in the Geometric Design Approval package:

- Approach design speeds for all approach legs at each roundabout
- The design vehicle used for each leg of both roundabouts
- Table summarizing the roundabout design details, including inscribed diameter, central island diameter, truck apron, and cross slope of the circulating roadway for each roundabout
- Detailed drawing showing the fastest path for each movement, with speed and radius for each curve
- Table summarizing stopping and intersection sight distance on each leg of both roundabouts
- Autoturn paths showing design vehicle, WB-67, and largest oversize vehicle movements
- Detailed drawings of the splitter islands on each leg of both roundabouts
- Signing and illumination plans

Deliverables:

- Draft (two (2) iterations) and Final Geometric Design Approval Package



WORK ITEM 8.00 – PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

PS&E Preparation

All PS&E work shall be completed in accordance with the latest edition and amendments to the following documents.

WSDOT Publications:

1. Local Agency Guidelines Manual (LAG), Washington State Department of Transportation
2. Standard Specifications for Road, Bridge, and Municipal Construction (2008)
3. Standard Plans for Road, Bridge, and Municipal Construction
4. Design Manual
5. Hydraulic Manual
6. Plans Preparation Manual
7. Construction Manual
8. Amendments to the Standard Specifications and General Special Provisions

AASHTO Publications:

1. A Policy on Geometric Design of Highways and Streets (2001)
2. American Association of State Highway Official policy applicable where said policy is not in conflict with the standards of WSDOT

The analyses, design, plans, specifications, and estimates performed or prepared as part of the project will be in English units.

8.01 Preliminary Design (70% Completion)

The CONSULTANT shall prepare a design to a 70% completion level. Review comments shall be responded to and incorporated as directed by the CITY Project Manager. The 70% design shall include the following elements prepared by the CONSULTANT:

- Cover sheet including a vicinity map
- Legend/abbreviation/utility contact sheet
- Horizontal control plan
- Typical sections
- Paving and drainage plan
- Roadway profiles
- Storm drainage profiles
- Roundabout grading plans
- Roundabout grading tables
- Miscellaneous details
- Driveway plan/profiles
- Channelization plans
- Signing and illumination plans
- Contract specifications
- Preliminary construction cost estimate

Deliverables:

- 3 copies of the 70% Preliminary Design Plan set (11"x17" at 1" = 40' scale)



- 3 copies of the 70% Contract Specifications
- 3 copies of the 70% Preliminary Construction Estimate

8.02 Final Design (90% Completion)

The CONSULTANT shall bring the design to a 90% completion level. The 70% review comments shall be responded to and incorporated as directed by the CITY Project Manager. The 90% design shall include the following elements prepared by the CONSULTANT:

- Cover sheet including a vicinity map
- Legend/abbreviation/utility contact sheet
- Horizontal control plan
- Typical sections
- Site Prep and TESC plans
- Paving and drainage plan
- Roadway profiles
- Storm drainage profiles
- Roundabout grading plans
- Roundabout grading tables
- Miscellaneous details
- Driveway plan/profiles
- Channelization plans and details
- Signing and illumination plans and details
- Traffic control plans
- Contract documents, specifications, and cost estimate

Deliverables:

- 3 copies of the 90% Preliminary Design Plan Set (11"x17" at 1" = 40' scale)
- 3 copies of the 90% Contract Specifications
- 3 copies of the 90% Construction Estimate

8.03 Final Contract Documents (100% Completion)

The CONSULTANT shall prepare the following in accordance with the CITY's/WSDOT's review comments from the 90% final design and coordination meeting and in accordance with regulatory agency permit conditions:

- Modifications and/or revisions in response to CITY/WSDOT review comments
- Final design of project elements
- Special provisions and listing of CITY standard specifications, with fill-ins, to be incorporated in the construction contract documents
- Preparation of a final (100% completion) list of bid items, quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents

The CONSULTANT shall assemble all plan sheets, general and special provisions, cost estimates and associated documentation for submittal as an Ad Ready PS&E package.

Deliverables:

- 1 copy (11"x17" at 1" = 40' scale) of the final Ad Ready PS&E package stamped by a licensed profession engineer in the state of Washington



8.04 Utility Potholing/Relocations

It is anticipated that potholing of utilities will be necessary to determine locations for developing the design. The CONSULTANT shall be responsible to make separate arrangements for the potholing services which include surface locates by One Call. Measure downs for vertical depth shall be provided by the CONSULTANT. Hubs shall be placed in the field by the CONSULTANT's potholing sub-consultant to allow for survey of the horizontal pothole locations by the CONSULTANT. For estimating purposes, the CONSULTANT assumes six (6) locations may be potholed. The CONSULTANT shall determine the extent the proposed improvements impact the existing utilities and shall revise the design to either avoid the conflicts or suggest alternatives. The CONSULTANT shall also indicate required adjustments/relocations and revise the cost estimate to reflect the adjustments/relocations.

The CONSULTANT shall coordinate with the utility companies to identify potential utility relocations based on the roundabout design. Utility companies will be asked to commit to a time schedule for relocation and/or new facility installation to avoid conflicts with the project Contractor's schedule.

Deliverables:

- Survey of pothole locations
- Draft submittals of half-sized plans to utility companies (two (2) 11"x17" sets for each review) for the 70% and 90% design completions



WORK ITEM 9.00 – PROPERTY OWNER COORDINATION

The goal of property owner coordination is to provide the public with information about the status of the project and to provide a forum for the community and affected property owners to suggest input for the development of the final design documents. It is anticipated that early coordination with the property owner of the Skagit Industrial Park and Rimmer Industrial Park will be required to develop the roundabout design.

9.01 Meetings

The CONSULTANT shall attend up to two (2) meetings with affected property and business owners. The CITY shall organize and lead the meetings.

- Meetings: Two (2) Coordination Meetings (included in Work Item 1.02)

9.02 Right-of-Way Exhibits

The CONSULTANT shall determine any additional right-of-way required by the project. The CONSULTANT shall prepare right-of-way exhibits showing the right-of-way required for the project. It is anticipated that two exhibits (draft and final) will be prepared between the 70% and 90% design phase. The CITY shall provide real estate acquisition and appraisal services to acquire the additional right-of-way.

Deliverables:

- Draft and Final Right-of-Way Exhibits (two (2) total – 11”x17”)



WORK ITEM 10.00 – PERMITS

10.01 Permits

The CITY shall be responsible for obtaining all environmental and natural resource permits for the project. The CONSULTANT shall provide the CITY the design plans and environmental documentation developed under the other work items to support the permit process.



WORK ITEM 11.00 – BID SUPPORT/CONSTRUCTION SERVICES

11.01 Bid Support

The CONSULTANT shall provide bid support and assist the CITY in answering questions from prospective bidders during the bid process. After the construction contract has been awarded, the CONSULTANT shall attend the preconstruction conference. This work element is limited to 14 hours.

11.02 Construction Services (Optional Services)

The CONSULTANT shall be responsible for interpreting the contract plans and specifications and giving guidance to the CITY regarding the intent of the design. Construction assistance duties may include the following:

- Coordinate and review shop drawings and catalogue cuts with CITY staff
- Review material certifications and coordinate with CITY staff
- Answer questions from the Contractor and CITY Project Manager
- Prepare and issue change orders requested by the CITY
- Review Contractor's request for changes
- Attend meetings as requested by the CITY
- Provide construction surveying as requested by the CITY
- Prepare record drawings to CITY standards

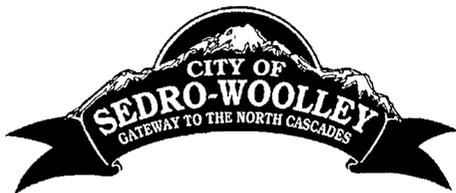
Budget for this task shall be covered as a supplement to this agreement.

Exhibit D-2
CITY OF SEDRO WOOLLEY
SR 20 Roundabout Improvements
Phase 2 PS&E
Supplement #5

David Evans and Associates, Inc.

Classification	Hrs.	x	Direct Labor	=	Cost
1 Project Manager (PMGR)	273		\$ 52.00		\$ 14,196
2 QA/QC Manager (MGPE)	40		\$ 49.00		\$ 1,960
3 Sr. Professional Engineer (SPEN)	96		\$ 40.70		\$ 3,907
4 Professional Engineer (PFEN)	857		\$ 38.25		\$ 32,761
5 CADD Technician (CADD)	397		\$ 28.50		\$ 11,300
6 Senior Professional Land Surveyor (SPLS)	2		\$ 44.00		\$ 88
7 Project Surveyor (PSVR)	10		\$ 30.00		\$ 300
8 Survey Technician (SVTE)	32		\$ 27.50		\$ 880
9 Survey Crew	32		\$ 50.00		\$ 1,600
10 Natural Resources Manager (NATR)	6		\$ 65.00		\$ 390
11 Environmental Planner (ENVP)	24		\$ 32.00		\$ 768
12 Sr. Scientist (SSCI)	16		\$ 34.50		\$ 552
13 Senior Graphic Specialist (SGRP)	4		\$ 29.50		\$ 118
14 Sr. Landscape Architect (SLAN)	8		\$ 36.75		\$ 294
15 Sr. Landscape Designer (SLAD)	16		\$ 29.50		\$ 472
16 Executive Administrator (EXAD)	4		\$ 46.00		\$ 184
17 Administrative Assistant (ADMA)	136		\$ 26.00		\$ 3,536
18 Project Administrator (PADM)	16		\$ 24.00		\$ 384
19 Engineering Mgr (ENGM)	32		\$ 66.00		\$ 2,112
Total Hrs.		2000			
Salary Cost					\$ 75,803
Overhead Cost @ 175.79% of Direct Labor					\$ 133,253
Net Fee @ 30.0% of Direct Labor					\$ 22,741
Total Overhead & Net Fee Cost					\$ 155,994

Direct Expenses	No.	Unit	Each	Cost	
Reproduction Costs					
Reports	58		\$70.00 est.	\$ 4,060	
Plans	32	sets @	\$10 /set	\$ 320	
Parking		@	\$8	\$ -	
Mail/Deliveries/Fed Ex	8		\$30 est.	\$ 240	
Intersection Traffic Counts	5	each	\$200 /each	\$ 1,000	
Mileage	1800	miles @	\$0.505 /mile	\$ 909	
Subtotal				\$ 6,529	
David Evans and Associates Total					\$ 238,326



CITY COUNCIL AGENDA
REGULAR MEETING
JAN 9 2008
7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 8

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/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: University of Washington Resolution
DATE: January 9, 2008

ISSUE: Should the Council approve the attached resolution which indicates the City's support for the concept of the University of Washington locating a branch campus at the Northern State Hospital site?

BACKGROUND: This is on your agenda for a second reading with modifications from last meeting.

RECOMMENDATION: Motion to adopt the attached resolution.

RESOLUTION NO.

A RESOLUTION indicating the City's support for a branch campus of one of the State's universities to serve northwest Washington including Skagit County.

WHEREAS, Skagit County is home to a mix of business and industries that would provide synergy with any branch campus; and

WHEREAS, the North Cascades Gateway Center is a 227 acre state-owned facility nestled into a 720 acre county-owned park with existing structures, utilities, and zoning consistent for this use; and

WHEREAS, the Sedro-Woolley site is located 6.2 miles from Interstate 5 and walking distance from SR 9 and SR 20 and is served by public transportation; and

WHEREAS, a majority of the City Council of the City of Sedro-Woolley believe that the location of such a campus would benefit the citizens of the City of Sedro-Woolley; Now, Therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:

Section 1. The City Council does hereby support the concept of locating a branch campus of either the University of Washington or Washington State University in a location that will serve the citizens of Sedro-Woolley and Skagit County.

Section 2. The City Council does not believe that locating a new branch campus in the heart of Washington State's worst traffic in downtown Everett will serve the citizens of Sedro-Woolley, Skagit County, or indeed the citizens of the State of Washington in the long-term.

Section 3. The City Council hereby calls upon the Washington State Legislature to carefully scrutinize the site selection process and consider the long-term needs of the State and reconsider locating a branch campus at the State-owned North Cascades Gateway Center. In the alternative to reconsidering the site selection, the City Council requests that the legislature consider different methods of delivering higher education to Skagit County (i.e., expanding technical programs at Western Washington University, expanding distance opportunities from the UW or WSU, etc.).

PASSED by majority vote of the members of the Sedro-Woolley City Council this 9th day of January, 2008, and signed in authentication of its passage this 10th day of January, 2008.

Mike Anderson, Mayor

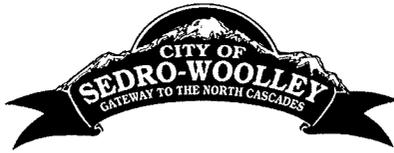
Attest:

Patsy Nelson, Clerk/Treasurer

Approved as to form:

Eron Berg, City Attorney

NEW
BUSINESS



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 9 2008

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

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

MEMO:

To: City Council
From: Jack Moore,
Director of Planning & Community Development
Date: January 9, 2008
Subject: Proposed Amendment to SWMC 16.12.050 – Short Plats

ISSUE

Should the Council approve the attached amendment to SWMC 16.12.050 to let preliminary short plat approvals expire three years after approval and correct a typo in the existing short plat text?

PROJECT DESCRIPTION / HISTORY

The Planning Commission held an open record public hearing to hear and consider written and public testimony concerning proposed amendments to Chapter 16.12 SWMC.

The Planning Commission voted to recommend to the City Council **APPROVAL** of an amendment to Chapter 16.12 SWMC.

The amendment will add a three year expiration date to preliminary short plat approvals. Currently preliminary short plat approvals do not expire and applicants can take an indefinite amount of time to complete the required improvements that are outlined by the preliminary approval. Preliminary long plat approvals expire five years after approval is granted. Skagit County code also has a three year expiration for preliminary short plat approvals. The amendment also corrects a typo in the existing text of SWMC 16.12.050. The word "requests" is missing from the last line of the existing text in SWMC 16.12.050.

Included with this memo:

- **Ordinance Amending SWMC 16.12.050 Regarding Short Plats**
- **Planning Commission Findings of Fact, Conclusions and Decision**

RECOMMENDED ACTION

Motion to approve the attached ordinance to add a three year expiration date to preliminary short plat approvals and correct a typo in the existing text of SWMC 16.12.050.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 16.12.050 REGARDING SHORT PLATS

Whereas, in effort to maintain a connection between current codes and comprehensive planning goals and the vested applications, the planning department has proposed an amendment to SWMC 16.12.050 to limit the validity of preliminary short plat approvals to three years;

Whereas, a public hearing was scheduled for December 18, 2007 to take testimony on the proposed ordinance;

Whereas, at December 18, 2007 hearing, staff presented the basis for this recommendation;

Whereas, the Planning Commission discussed the topics mentioned by staff and produced recommended changes to Chapter 16.12.050;

Whereas, the Planning Commission recommends approval of changes to SWMC 16.12.050;

Whereas, upon preparing the amendment to 16.12.050, the planning department found a typo in the last line of the existing text and fixed the typo in the proposed amendment; and

Whereas, the City Council desires to accept the Planning Commission recommendations and amend the SWMC 16.12.050; Now therefore,

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

Section 1. SWMC 16.12.050 is amended to read as follows:

17.50.030 Site landscaping required review.

If the planning director determines that the requirements of this chapter are met, or may be met upon compliance with specified conditions, the planning director shall inform the applicant in written findings of the decision to approve the application and the conditions of the approval, if any, and may return the proposed short plat to the applicant for modification or correction. When the planning director has determined that: (1) the short plat contains the certificates, dedication instruments and statements of approval required by state law and this chapter, (2) the short plat and all legal descriptions are technically correct, and (3) the planning director determines that the short plat qualifies for approval or approval with conditions, the director shall notify the applicant and

provide for all notices required by SWMC Chapter 2.90 for administrative short plat approvals. If no person or party requests an open record hearing before the hearing body within the time allowed by SWMC Chapter 2.90, the short plat shall be formally approved without further hearing. Preliminary short plat approval is valid for three years unless extended by the following procedure. As allowed by RCW 58.17.140, an applicant who files a written request at least thirty days before the expiration of the three-year period shall be granted one one-year extension upon showing that the applicant has attempted in good faith to submit the short plat for final approval within the three-year period. Approval of the extension may contain additional conditions and requirements for the preliminary short plat.

Section 2. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 3. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

Passed and approved this ___ day of January, 2008.

MIKE ANDERSON, MAYOR

Attest:

Patsy Nelson, City Clerk

Approved as to form:

Eron Berg, City Attorney

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

<p>In the Matter of:</p> <p>Revisions to Chapter 16.12 SWMC – City of Sedro-Woolley Short Plats Ordinance</p>	<p>AMENDMENT TO CH. 16.12 SWMC – SHORT PLATS – FINDINGS OF FACT, CONCLUSIONS AND DECISION</p>
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This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, December 18, 2007** under an request by the Planning Director for a public hearing and recommendation from the Planning Commission pursuant to SWMC 2.90.010(D)3 and as described by Planning Department Staff Report hereby attached and made a part of this recommendation.

Recommendation:	The Planning Commission recommends APPROVAL of the request to modify section 16.12.050 of the SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Decision
Hearing Date:	Tuesday, December 18, 2007
Proponent:	City of Sedro-Woolley

Description of proposal

The Planning Department recommended that the Planning Commission and City Council consider amending Section 16.12.050 of the Sedro-Woolley Municipal Code (SWMC) to set a three year expiration date for preliminary short plat approvals. Chapter 16.12 SWMC currently does not include an expiration date for preliminary short plat approvals, thus a short plat that has received preliminary approval is valid indefinitely under the current ordinance. Long plat approvals currently are valid for five years per SWMC section 16.08.028, the amendment will impose a similar, but shorter, expiration clause on short plats. The amendment also corrects a typo in the last line of the current text of SWMC 16.12.050; the word “requests” was missing from the text.

Exhibit A: Proposed code language to Chapter 16.12 SWMC

Exhibit B: Staff Report

FINDINGS OF FACT

1. Chapter 16.08 SWMC includes the development regulations for subdivisions (long plats) in Sedro-Woolley. Chapter 16.12 SWMC includes the development regulations for short plats.
2. Changes to the development regulations are processed as a Type V process.
3. SWMC 2.90.010(C)5 describes the type of actions that are subject to the Type V legislative review process. SWMC 2.90.010(D)6 describes the legislative review process, requires an open record public hearing and describes the required procedures for Planning Commission review.
4. SWMC section 2.90.050 regulates the procedures of the required public hearing.
5. SWMC 2.90.020 describes the process through which an application must proceed to be granted vested standing. Once an application has been determined to be vested under the procedures in SWMC 2.90.020, it is very common for staff to request additional information or require revisions to the existing application materials to assure that the project meets the requirements of the development code. When an application vests, it must conform to the codes and policies of the City's Comprehensive Plan in place on the date the application vests.
6. Chapter 16.12 SWMC currently does not include provisions for the expiration of preliminary short plat approvals. The regulations for long plats, Chapter 16.08 SWMC, *do* include provisions for expiration of preliminary long plat approval. The language in the long plat ordinance, SWMC 16.08.028, reads "Preliminary plat approval is valid for five years unless extended pursuant to SWMC 16.08.064." Staff believes that preliminary short plat approvals should also have an expiration date.
7. The language in the long plat ordinance, SWMC 16.08.064, allows for a one year extension: "As required by RCW 58.17.140, an applicant who files a written request at least thirty days before the expiration of the five-year period shall be granted one-year extension upon showing that the applicant has attempted in good faith to submit the final plat within the five-year period. Approval of the extension may contain additional conditions and requirements for the preliminary plat."
8. A Notice of Public Hearing for the proposed code amendment was published on December 5, 2007 in the Courier-Times. In the notice, a written comment deadline of December 5 at 4:30 PM was set. No written comments were received by the Planning Department.
9. On December 18, 2007 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. At the hearing, the Planning Department recommended that the Planning Commission make a motion to recommend

to the City Council approval of the proposed code language, as shown in Exhibit A. No members of the public commented during the public hearing

10. The Planning Commission reviewed the proposed five year expiration for preliminary short plat approvals as suggested in the Staff Report. The Planning Commission decided that a three year expiration is more appropriate because a short plat is supposed to take less time than a long plat and the Skagit County Code sets a three year expiration date for preliminary short plat approvals. The Planning Commission finds that the development process is more predictable for local developers if the city uses the same expiration time frame as the county.
11. The Planning Commission made a motion to recommend that the City Council approve an amendment to the Short Plat Ordinance creating a three year expiration date for preliminary short plat approvals. The motion carried unanimously.
12. Exhibit A includes the revised code language for Chapter 16.12 SWMC as recommended by the Planning Commission.
13. The proposed revision to Chapter 16.12 SWMC allows for a one year extension for preliminary short plat approvals if the applicant can show that an attempt to submit the final short plat within the three year period.
14. The proposed amendment will only apply to applications that are vested under the rules in SWMC 2.90.020. The proposed amendment will not affect the rules for vesting.

CONCLUSIONS

The Planning Commission, having reviewed the Planning Department Staff Report and the supporting documentation, makes the following conclusions:

1. The lack of an expiration date for preliminary short plat approvals in the current chapter of the SWMC concerning short plats does not serve the interest of the community or the applicant;
2. The lack of an expiration date for preliminary short plat approvals creates confusion over which rules apply to the project and results in development that is inconsistent with the City's current standards and comprehensive planning goals;
3. The long plat regulations, SWMC 16.08.028, include a provision that preliminary long plat approvals shall become invalid after five years. The Planning Commission concludes that a similar provision should exist for preliminary short plat approvals. The proposed amendment (Exhibit A) will place three-year expiration date on preliminary short plat approvals;

4. The proposed amendment will allow the City to maintain a connection between the current codes and comprehensive planning goals and the vested applications being processed by staff; and
5. The proposed amendment will better serve the interest of the community by keeping projects reasonably current and thereby preventing confusion over what rules apply to a project.

DECISION

Based upon the foregoing, the Planning Commission recommends approval of the suggested changes to SWMC 16.12.050, found herein as Exhibit A.

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of suggested changes to Chapter 16.12 SWMC – Short Plats, at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, December 18, 2007**, at which time a quorum was present and the decision was for approval by a vote of **5 FOR, 0 AGAINST**, and **0 ABSTENTIONS**.


Dan Lefeber, Planning Commission Chair

1-3-08
Date

EXHIBIT A –
PROPOSED CODE LANGUAGE CHANGES TO CHAPTER 16.12 SWMC

...

16.12.050 Planning Director Decision

If the planning director determines that the requirements of this chapter are met, or may be met upon compliance with specified conditions, the planning director shall inform the applicant in written findings of the decision to approve the application and the conditions of the approval, if any, and may return the proposed short plat to the applicant for modification or correction. When the planning director has determined that: (1) the short plat contains the certificates, dedication instruments and statements of approval required by state law and this chapter, (2) the short plat and all legal descriptions are technically correct, and (3) the planning director determines that the short plat qualifies for approval or approval with conditions, the director shall notify the applicant and provide for all notices required by SWMC Chapter 2.90 for administrative short plat approvals. If no person or party requests an open record hearing before the hearing body within the time allowed by SWMC Chapter 2.90, the short plat shall be formally approved without further hearing. Preliminary short plat approval is valid for three years unless extended by the following procedure. As allowed by RCW 58.17.140, an applicant who files a written request at least thirty days before the expiration of the three-year period shall be granted one one-year extension upon showing that the applicant has attempted in good faith to submit the short plat for final approval within the three-year period. Approval of the extension may contain additional conditions and requirements for the preliminary short plat.

...

**PROPOSED LONG PLAT AND SHORT PLAT ORDINANCE
AMENDMENTS
CHAPTERS 16.08 AND 16.12 SWMC**

EXHIBIT B

<p>In the Matter of:</p> <p>Proposed revisions to: Chapter 16.08 SWMC – Subdivisions and Chapter 16.12 SWMC – Short Plats</p>	<p>Staff Report</p>
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<p>Hearing Date:</p>	<p>Tuesday, December 18, 2007</p>
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Description of Proposal

Staff requests that the Planning Commission and City Council consider two amendments to Title 16 of the Sedro-Woolley Municipal Code (SWMC). The first proposed amendment is to Chapter 16.08 SWMC – Subdivisions, and would set a 120 day time limit for applicants to submit required revisions to preliminary long plat application materials. The second proposed amendment is to Chapter 16.12 SWMC – Short Plats, and includes two changes. These changes include imposing a five year expiration date for preliminary short plat approvals and imposing a 120 day time limit for submitting required revisions to preliminary short plat application materials. The second change is the same change as proposed for long plat regulations.

Currently an applicant that has a vested short plat or long plat application has no limits on how long they can take to submit revised/additional materials. Thus, when the Planning or Engineering Department sends the applicant a review letter in which revisions or additional information are required, the applicant has no incentive to turn in said materials in a timely manner. The proposed amendments to the short plat and long plat regulations will not change the requirements for *what* an applicant must submit, the proposed amendments will only set 120 day time limit for an applicant to submit revised/additional information. This 120 day time limit is the same time limit that Skagit County has codified for long plat and short plat applications. Staff believes that 120 days (roughly four months) is a very reasonable amount of time for applicant response/action. The proposed amendments will enable the City to return an application, effectively terminating the application and the vested standing if the applicant does not submit revised materials within the set 120 day time limit. The proposed time limit for revisions is important to maintain a nexus between current codes and the projects that are being processed by the Planning and Engineering Departments. Applications that are vested under older regulations are very difficult to process because staff has to track the rules under which said application is vested which may

be very different than the existing regulations. By imposing a 120 day time limit, the City can encourage more timely development and reduce the number of applications that are still being processed under obsolete rules.

The other aspect of the proposed amendments is a five-year expiration for preliminary short plat approvals and affects only short plats. The proposed five-year expiration for preliminary short plat approvals matches the already codified five-year expiration for Preliminary Long Plat approvals. Imposing a five-year expiration helps achieve the same goals that staff intends to achieve by setting a 120 day time limit for submitting revised application materials: keeping projects reasonably current and preventing confusion over what rules apply to a project.

Exhibits: A. Proposed code language for Chapter 16.08 SWMC.
 B. Proposed code language for Chapter 16.12 SWMC.

FINDINGS OF FACT

1. Chapter 16.08 SWMC includes the development regulations for subdivisions (long plats) in Sedro-Woolley. Chapter 16.12 SWMC includes the development regulations for short plats.
2. Changes to the development regulations are processed as a Type V process.
3. SWMC 2.90.010(C)5 describes the type of actions that are subject to the Type V legislative review process. SWMC 2.90.010(D)6 describes the legislative review process, requires an open record public hearing and describes the required procedures for Planning Commission review.
4. SWMC section 2.90.050 regulates the procedures of the required public hearing.
5. SWMC 2.90.020 describes the process through which an application must proceed to be granted vested standing. Once an application has been determined to be vested under the procedures in SWMC 2.90.020, it is very common for staff to request additional information or require revisions to the existing application materials to assure that the project meets the requirements of the development code. When an application vests, it must conform to the codes and policies of the City's Comprehensive Plan in place on the date the application vests.
6. Chapter 16.08 SWMC currently does not include time limits for submitting required revisions to preliminary long plat application materials. In extreme cases an applicant may take years to submit revisions. When the applicant delays submitting revisions or additional materials for an extremely long period of time, the development code and Comprehensive Plan may have changed in the mean time. Applications that are vested under older regulations are very difficult to process because staff has to track the rules

under which said application is vested, which may be very different than the existing regulations.

7. Skagit County also has a 120 day time limit for an applicant to submit revised/required information. The proposed change to Ch. 16.08 SWMC to set a 120 day time limit for submitting revised information is based on the time limit codified in the Skagit County. Staff believes that 120 days (roughly four months) is a very reasonable amount of time for applicant response/action.
8. Under the proposed amendment to Ch.16.08 SWMC, the City has the ability to return the application, effectively terminating the application and the vested standing if an applicant does not submit revised materials within 120 days from the date of the review letter in which the revised materials/additional information is required. The proposed time limit is important to maintain a nexus between current codes and the projects that are being processed by the Planning and Engineering Departments.
9. Chapter 16.12 SWMC currently does not include provisions for the expiration of preliminary short plat approvals. The regulations for long plats, Chapter 16.08 SWMC, *do* include provisions for expiration of preliminary long plat approval.
10. Staff believes that preliminary short plat approvals should have an expiration date similar to the expiration date for long plats. The language in the long plat ordinance, SWMC 16.08.028, reads “Preliminary plat approval is valid for five years unless extended pursuant to SWMC 16.08.064.”
11. SWMC 16.08.064 allows for a one year extension: “As required by RCW 58.17.140, an applicant who files a written request at least thirty days before the expiration of the five-year period shall be granted one-year extension upon showing that the applicant has attempted in good faith to submit the final plat within the five-year period. Approval of the extension may contain additional conditions and requirements for the preliminary plat.”
12. The proposed revision to Chapter 16.12 – Short Plats also allows for a one year extension for preliminary short plat approvals if the applicant can show that an attempt to submit the final short plat within the five year period.
13. Exhibit A includes the proposed revised code language for Chapter 16.08 SWMC.
14. Exhibit B includes the proposed revised code language for Chapter 16.12 SWMC.
15. The proposed amendments will only apply to applications that are vested under the rules in SWMC 2.90.020. The proposed amendments will not affect the rules for vesting.
16. A Notice of Public Hearing for the proposed code amendment was published on December 5, 2007 in the Courier-Times.

CONCLUSIONS

The Planning Department, having reviewed the State statutes for Boundaries and Plats, Title 58 RCW, makes the following conclusions:

1. The current lack of a requirement for timely re-submittals of requested information for short plat and long plat applications do not serve the interest of the community because the applications are allowed lay dormant for an unspecified amount of time after they are vested. This leads to a situation where applications that are vested under old rules that do not meet the City's current standards and possibly not meet the goals and policies of the City's current Comprehensive Plan can continue to be processed. When this happens, confusion arises over which rules apply to the project and results in development that is inconsistent with the City's current standards and goals.
2. Skagit County Code (SCC) 14.06.210 requires applicants to submit revised materials and additional information within 120 days of notification that revisions or additional information is necessary. The proposed amendments borrow this same time limit.
3. The proposed amendments will allow the City to maintain a connection between the current codes and goals and the vested applications being processed by staff.
4. The lack of an expiration date for short plats that have been granted preliminary approval creates confusion over which rules apply to the project and results in development that is inconsistent with the City's current standards and goals.
5. SWMC 16.08.028 includes a provision that preliminary long plat approvals shall become invalid after five years. Staff believes a similar provision should exist for preliminary short plat approvals. The proposed amendment (Exhibit B) will place five-year expiration date on preliminary short plat approvals.



Jack Moore, Planning Director

Date: 12-11-07

EXHIBIT A –
PROPOSED CODE LANGUAGE TO CHAPTER 16.08 SWMC

16.08.016 Application

A. Official filing of an application for division with the director shall be preceded by a preliminary review of the proposed division by the director and the city engineer at a meeting attended by the applicant.

B. Following the review, the applicant shall submit an application to the planning director. A subdivider shall submit with the application ten copies of a preliminary plat showing preliminary plans for streets and other improvements including but not limited to water lines, sewer lines, and traffic, stormwater, and drainage improvements. Unless an applicant for preliminary plat approval requests otherwise, a preliminary plat shall be processed simultaneously with applications for rezones, variances, planned unit developments, site plan approvals, and similar quasi-judicial or administrative actions to the extent that procedural requirements applicable to these actions permit simultaneous processing.

C. Applications shall be processed according to the procedures set forth in Chapter 2.90 SWMC, and the additional procedures established in this subchapter and state law.

D. Applications for the division of land shall be processed within the time limitations of SWMC 2.90, RCW Ch. 43.21C, and RCW Chapter 36.70B.

E. Any time required to correct plans, perform studies or provide additional required information shall not count towards the time limits for a final decision; provided, that within 14 days of receiving the requested additional information, the director shall determine whether the information is adequate to resume the project review; and provided further, that the applicant shall be required to submit corrected plans, studies, or additional required information within 120 days of the written request or said application may be returned without prejudice.

EXHIBIT B –
PROPOSED CODE LANGUAGE TO CHAPTER 16.12 SWMC

16.12.010 Filing of Application

A. Official filing of an application with the director for a short plat, to divide or redivide land situated within the city into four or fewer lots for the purpose of sale or lease, transfer of ownership, development or financing, shall be preceded by a preliminary review of the proposed division by the director and the city engineer at a meeting attended by the applicant.

B. Following the review, the applicant shall submit an application to the planning director. An applicant shall submit with the application ten copies of the plans for the short plat showing preliminary plat. Unless an applicant for short plat approval requests otherwise, a short plat shall be processed simultaneously with applications for rezones, variances, planned unit developments, site plan approvals, and similar quasi-judicial or administrative actions to the extent that procedural requirements applicable to these actions permit simultaneous processing.

C. Applications shall be processed according to the procedures set forth in Chapter 2.90 SWMC, and the additional procedures established in this subchapter, city ordinances and state law.

D. Applications for short plats of land shall be processed within the time limitations of SWMC 2.90, RCW Ch. 43.21C, and RCW Chapter 36.70B.

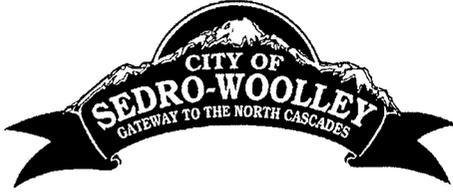
E. Any time required to correct plans, perform studies or provide additional required information shall not count towards the time limits for a final decision; provided, that within 14 days of receiving the requested additional information, the director shall determine whether the information is adequate to resume the project review; and provided further, that the applicant shall be required to submit corrected plans, studies, or additional required information within 120 days of the written request or said application may be returned without prejudice.

...

16.12.050 Planning Director Decision

If the planning director determines that the requirements of this chapter are met, or may be met upon compliance with specified conditions, the planning director shall inform the applicant in written findings of the decision to approve the application and the conditions of the approval, if any, and may return the proposed short plat to the applicant for modification or correction. When the planning director has determined that: (1) the short plat contains the certificates, dedication instruments and statements of approval required by state law and this chapter, (2) the short plat and all legal descriptions are technically correct, and (3) the planning director determines that the short plat qualifies for approval or approval with conditions, the director shall notify the applicant and provide for all notices required by SWMC Chapter 2.90 for administrative short plat approvals. If no person or party an open record hearing before the hearing body within the time allowed by SWMC Chapter 2.90, the short plat shall be formally approved without further hearing. Preliminary short plat approval

is valid for five years unless extended by the following procedure. As allowed by RCW 58.17.140, an applicant who files a written request at least thirty days before the expiration of the five-year period shall be granted one one-year extension upon showing that the applicant has attempted in good faith to submit the short plat for final approval within the five-year period. Approval of the extension may contain additional conditions and requirements for the preliminary short plat.



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

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

JAN 9 2008

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

Eron M. Berg
City Supervisor/City Attorney

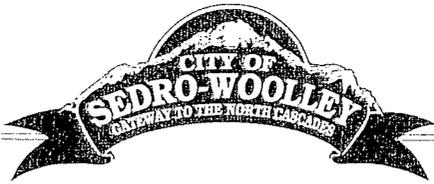
MEMO TO: City Council
FROM: Eron Berg
RE: Authorization to proceed with abatement action against owner of
1211 Batey Road
DATE: January 9, 2008

ISSUE: Should the Council authorize the City Attorney to file an abatement action in Superior Court?

BACKGROUND: Attached are photos of the problem at 1211 Batey Road. Also attached is a notice of abatement dated September 17, 2007. To-date, little or no progress has been made on cleaning up this nuisance. The authorization I am seeking is to file an action in Superior Court to obtain a warrant of abatement which will allow the City to enter the property and dispose of the garbage and assess the property owner for those costs. This problem has been persistent and it appears to staff that the only resolution will be through court action.

REQUEST FOR ACTION:

1. Motion to authorize the City Attorney to file an abatement action in Superior Court against the property owner at 1211 Batey Road and to authorize the expenditure of funds on this action.



COPY

Date: 9-17-07

Case #: 07-W07299

NOTICE TO ABATE UNSAFE OR UNLAWFUL CONDITION

To: Robert H. Holland
1211 Batey Rd.
Sedro Woolley, WA 98284

As owner, agent, lessee, or other person occupying or having charge or control of the building, lot or premises at 1211 Batey Rd. (Parcel Number) you are hereby notified that the undersigned pursuant to Ordinance No. 8.16 of the City of Sedro-Woolley, has determined that there exists upon or adjoining said premises the following conditions(s) contrary to the provisions of subsection of Ordinance No. 8.16.020.A : 8.16.020.E : 8.16.020.8 :
8.16.020.9 : 8.16.020.P : 8.16.020.Q
You are hereby notified to abate said condition to the satisfaction of the undersigned within twenty (20) days of the date of this notice. If you do not abate such condition within twenty (20) days, the city will abate the condition at your expense.

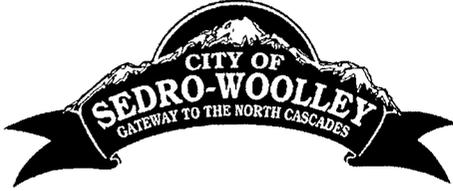
Abatement is to be accomplished in the following manner:

Please abate all accumulation of weeds, trash, materials, wire, scrap iron, lumber, pallets, craks, wood, inoperative vehicles, trailers that constitutes a health of fire hazard. Repair delapidated Fence.

Sincerely,

Michelle Miner
Code Enforcement Officer

Cc: File



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 9 2008

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: Proposed ordinance condemning certain real property
DATE: January 9, 2008

ISSUE: Should the Council adopt the attached ordinance authorizing the City Attorney to begin a condemnation action in Superior Court?

BACKGROUND: The Jameson/SR9 project is on our TIP and to complete this project the City requires additional right-of-way. Ironically, the additional right-of-way is former Skagit County right-of-way that was vacated in the past.

REQUEST FOR ACTION:

1. Motion to approve the ordinance authorizing the acquisition of certain real estate by eminent domain.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF CERTAIN REAL PROPERTY BY EMINENT DOMAIN; PROVIDING FOR THE PAYMENT THEREOF OUT OF A TAX SUPPORTED GENERAL FUND; AUTHORIZING THE CITY ATTORNEY TO PREPARE AND FILE A PETITION FOR CONDEMNATION IN THE SUPERIOR COURT OF WASHINGTON IN AND FOR THE COUNTY OF SKAGIT AND TO PROSECUTE THE SAME FOR THE ACQUISITION OF SUCH PROPERTY FOR THE PURPOSE OF CONSTRUCTING A PUBLIC ROADWAY.

Whereas, each and every property owner whose property would be impacted by this ordinance was notified by certified mail on December 3, 2007, said period more than fifteen (15) days prior to the date of planned final action, as required under RCW 8.25.290; and

Whereas, the City published notice of the planned final action in the Courier-Times on December 12 and 19, 2007;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AS FOLLOWS:

SECTION 1. That the City Council hereby recognizes and finds that the public necessity and convenience demand that a portion of the real property described in the attached EXHIBIT "A," which is depicted in the attached "EXHIBIT B", said exhibits are hereby made a part of this ordinance as though fully set forth, be condemned, appropriated and taken in fee simple for a public purpose and use, namely the construction of public roadway.

SECTION 2. That the City Attorney is hereby authorized and directed to commence condemnation proceedings against the owners or reputed owners of the above described lands and improvements as provided by law, to prepare the necessary petition in condemnation and to commence and prosecute such action in the Superior Court of Washington in and for the County of Skagit against all of the owners or reputed owners of the above described property and to acquire title thereof for the City of Sedro-Woolley, and in such proceedings to ascertain the just compensation for taking or damaging such property.

SECTION 3. Compensation for the acquisition of said lands shall be made from a governmental fund supported by general tax revenues, together with such other funds or grant monies as may be available therefore.

SECTION 4. Nothing in this Ordinance shall be construed as a waiver by the City of Sedro-Woolley of its right to decline to take and pay for said land and properties after the amount of

damages has been ascertained and within the time allowed by law.

SECTION 5. This Ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of January, 2008.

CITY OF SEDRO-WOOLLEY:

BY: _____
MIKE ANDERSON, Mayor

ATTEST:

Patsy Nelson, City Clerk-Treasurer

APPROVED AS TO FORM:

Eron Berg, City Attorney

EXHIBIT "A"

Parcel numbers: P77308, P77315, P37650, P37593 and P37699.

Located at the following addresses: 1215 State Route 9, Sedro-Woolley, Washington.

And described on the following two pages:

Schedule "A-1"

T-75974

DESCRIPTION:

PARCEL "A":

Lot 11, Block 3, "SUSAN TAYLOR ADDITION TO SEDRO-WOOLLEY", as per plat recorded in Volume 6 of Plats, page 43, records of Skagit County, Washington,

EXCEPT that portion conveyed to the State of Washington for State Highway 1-A by deed recorded January 6, 1958, under Auditor's File No. 560324.

TOGETHER WITH the West $\frac{1}{2}$ of vacated Curtis Street adjacent to said Lot 11.

Situate in the City of Sedro Woolley, County of Skagit, State of Washington.

PARCEL "B":

Lots 6, 7, 8, 9, 10 and 11, Block 4, "SUSAN TAYLOR ADDITION TO SEDRO-WOOLLEY", as per plat recorded in Volume 6 of Plats, page 43, records of Skagit County, Washington.

TOGETHER WITH the East $\frac{1}{2}$ of vacated Curtis Street adjacent to Lot 6.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 35 North, Range 4 East, W.M., lying Southerly of the County road known as James Young and Sterling County Road or Rhodes Road,

EXCEPT that portion conveyed to the State of Washington for State Highway 1-A by deed recorded January 6, 1958, under Auditor's File No. 560324.

Situate in the County of Skagit, State of Washington.

- Continued -

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Schedule "A-1"

T-75974

DESCRIPTION CONTINUED:

PARCEL "D":

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 35 North, Range 4 East, W.M., lying Southerly of the James Young and Sterling County Road, also known as Jameson Street, and lying Westerly of the Burlington Northern Railroad right of way as conveyed by deeds to the Seattle and Lake Shore Railway Company recorded March 4, 1890 in Volume 9 of Deeds, page 699, and recorded April 25, 1890, in Volume 10 of Deeds, page 452, records of Skagit County, Washington, EXCEPT that portion conveyed to the State of Washington for State Highway 1-A by deed recorded January 6, 1958, under Auditor's File No. 560324.

TOGETHER WITH that portion of the vacated James Young and Sterling Road lying between the Easterly line of State Highway 1-A and the Westerly line of Batey Road, by Final Order of Vacation dated November 7, 1960 and filed in Volume 30 of Commissioners Records, page 225.

Situate in the County of Skagit, State of Washington.

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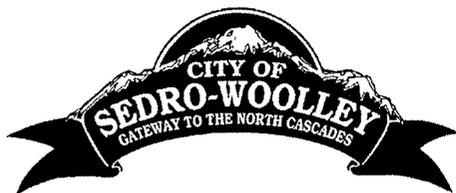
BK 1435 PG 0187

EXHIBIT "B"



FOR DISCUSSION PURPOSES ONLY

REICHARDT & EBE ENGINEERS, INC. 813 Market Street Seaport-Holly, Washington 98284 Ph (360) 855-1713 Fax (360) 855-1164		NO. _____ DATE _____	REV. NO. _____ BY _____
DESIGNED BY _____ DRAWN BY _____ CHECKED BY _____	CITY OF SEDRO-WOOLLEY 720 MARCOCK STREET SEDRO-WOOLLEY, WA 98284	SR-9/JAMESON CONNECTOR STREET SEDRO-WOOLLEY, WA	PRELIMINARY LAYOUT
CALL BEFORE YOU DIG 1-800-424-5555	JOB# / DWG 07021	RNDBT v:11/g	DATE 11/27/07 SHEET of



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 9 2008

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 12

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/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Solid Waste Interlocal
DATE: January 9, 2008

ISSUE: Should the Council approve the attached interlocal for the management of the county-wide solid waste system?

BACKGROUND: The City is party to an interlocal agreement with the other seven cities and towns in the county and Skagit County for the operation of a county-wide solid waste system. This agreement expires in 2013 and has been the subject of some controversy and dissatisfaction on the part of the cities and towns. Specifically, the municipalities have objected to the manner in which the County has managed the system including the granting of a system operator agreement, use of reserve funds and system charges, to name a few concerns.

Commissioner Dillon promised to propose a new way of managing the solid waste system last summer; this is the product of her promise.

Essentially, the agreement creates a new framework for decision-making and delegates most solid waste system decisions from the Skagit County Commissioners to a new board, the Solid Waste System Governing Board (SWSGB). The SWSGB is comprised of the four towns, four cities and the county with voting proposed on a representational basis determined by population. Sedro-Woolley is proposed to control 9.7% of the vote. Key elements of the agreement include:

1. No new termination date: the contract still allows cities to go it alone after 2013;
2. SWSGB involvement in the County's solid waste management plan;
3. Includes in system costs (i.e., tipping fees) past and future liabilities for clean-up costs of old landfill sites anywhere in the County;
4. Requires the SWSGB to develop a long-range plan for the County-wide system;
5. Allows the SWSGB to make decisions on a variety of issues including the annual budget, tipping rates, capital improvements, privatization and system operator agreements; and
6. Includes a "veto" right of the County Commissioners to use in limited circumstances.

This agreement is a big step in the right direction. I am interested in your comments on the proposal and whether you want anything changed. The County has asked that the other entities work toward approval this month.

RECOMMENDATION: 1st Reading; please provide guidance in advance of the next Council meeting.

After Recording Return to:

Skagit County
Public Works Department
Attn: Kevin Renz,
Solid Waste Section Manager
1800 Continental Place
Mount Vernon, WA 98273

DOCUMENT TITLE: INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SKAGIT COUNTY AND CITIES AND TOWNS IN SKAGIT COUNTY FOR SOLID WASTE MANAGEMENT.

DATE SIGNED: _____, 2007

GRANTOR: SKAGIT COUNTY, a Political Subdivision of the State of Washington,

GRANTEES: CITY OF MOUNT VERNON, a Washington Municipal Corporation;
CITY OF ANACORTES, a Washington Municipal Corporation;
CITY OF BURLINGTON, a Washington Municipal Corporation;
CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation;
TOWN OF LA CONNER, a Washington Municipal Corporation;
TOWN OF CONCRETE, a Washington Municipal Corporation;
TOWN OF LYMAN, a Washington Municipal Corporation; and
TOWN OF HAMILTON, a Washington Municipal Corporation

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY
AND CITIES AND TOWNS IN SKAGIT COUNTY
FOR
SOLID WASTE MANAGEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement"), made and entered into on this ____ day of _____, 2007, by and between the CITY OF MOUNT VERNON, a Washington Municipal Corporation; the CITY OF ANACORTES, a Washington Municipal Corporation; the CITY OF BURLINGTON, a Washington Municipal Corporation; the CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation; the TOWN OF LA CONNER, a Washington Municipal Corporation; the TOWN OF CONCRETE, a Washington Municipal Corporation; the TOWN OF LYMAN, a Washington Municipal Corporation; and the TOWN OF HAMILTON, a Washington Municipal Corporation hereinafter collectively referred to as the "Municipalities", and SKAGIT COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "County", pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The Municipalities and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

WHEREAS, the County and each of the Municipalities executing this Agreement are authorized and directed by Chapter 70.95 RCW to prepare a Comprehensive Solid Waste Management Plan ("CSWMP") and are further authorized by Chapter 39.34 RCW to enter into an agreement for the administration and implementation of said CSWMP; and

WHEREAS, the County prepared a Comprehensive Solid Waste Management Plan for the County and Municipalities of the County in 1994, and updated the CSWMP with the active involvement of the Municipalities in 2004; and

WHEREAS, the 2004 Comprehensive Solid Waste Management Plan update calls for significant improvements to and replacements for existing waste facilities, and the County has entered into a waste export contract that expires in 2013, and in light of these factors long term financial planning is desirable; and

WHEREAS, providing the most effective and efficient system for managing solid waste generated in Skagit County, including its Municipalities, requires use of the solid waste disposal system established by the County and the Comprehensive Solid Waste Management Plan of the County to the fullest extent possible;

WHEREAS, in or about May of 2004, the County and the Municipalities entered into a previous interlocal agreement (Skagit County Contract # C20040228) regarding the administration and implementation of the CSWMP; and

WHEREAS, the County, in response to recent policy guidance provided by the Skagit County Board of County Commissioners (including, but not limited to, Skagit County Resolution # R20070141) is in the process of amending the CSWMP, and pursuant to these amendments, the parties desire to mutually effectuate changes between the relationship of the parties to provide for enhanced cooperation by and between the County and the Municipalities, and also to make additional changes to the terms of the previous interlocal agreement by and between the parties (Skagit County Contract # C20040228); and

WHEREAS, the terms of this Agreement are intended to wholly replace and supersede the terms of the previous interlocal agreement by and between the parties (Skagit County Contract # C20040228);

NOW THEREFORE, in consideration of the forgoing, and in consideration of the following terms and conditions, the parties mutually agree as follows:

1. NEW AGREEMENT; EFFECTIVENESS. This Agreement entirely replaces and supersedes the previous interlocal agreement (herein the "previous interlocal agreement") for a Comprehensive Solid Waste Disposal System that the parties entered into in 2004 (Skagit County Contract # C20040228). This Agreement shall not become effective until all parties to the previous interlocal agreement have duly executed this Agreement. Unless and until all parties to the previous interlocal agreement have duly executed this agreement, the previous interlocal agreement shall remain in full force and effect pursuant to the terms therein.

2. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

2.1 "Party" or "Party" shall mean any signatory to this Agreement.

2.2 "Solid Waste" means all putrescible and nonputrescible solid and semi-solid wastes including, but limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and constructions wastes, abandoned vehicles or parts thereof, and recyclable materials, with the exception of wastes excluded by WAC 173-304-015.

2.3 "Solid waste handling" means the management, storage, collection, transportation, utilization, processing, and final disposal of Solid Waste, including the recovery and recycling of materials from Solid Waste, the recovery of energy resources from such wastes or the conversion of energy in such wastes to more useful forms or combinations thereof, and as such term may be modified by amendments to Chapter 70.95.030(23) RCW.

2.4 "System" means all facilities for Solid Waste handling owned or operated, or contracted for, by the County, and all administrative activities related thereto, and as further defined and provided within the County's Comprehensive Solid Waste Management Plan, as may be amended and/or updated.

2.5 "System Costs" means all costs arising from System operation, maintenance, capital costs for new facilities and equipment, past and future liabilities, known or unknown, and shall include any municipal liability for disposal clean-up costs anywhere within the jurisdiction of Skagit County or the municipal parties to this Agreement.

3. RESPONSIBILITIES FOR WASTE DISPOSAL SYSTEM. For the duration of this Agreement, the Parties shall have the following responsibilities:

3.1 The County shall continue to provide for the efficient disposal of all Solid Waste generated within the jurisdictions of each Party to this Agreement to the extent, in the manner, and by facilities as described in the Comprehensive Solid Waste Management Plan. The County shall not be responsible for disposal of nor claim that this Agreement extends to Solid Waste that has been eliminated through waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan.

3.2 Subject to the governance structure established by other provisions of this Agreement, the County shall continue to provide a comprehensive Solid Waste management system, including educational programs, as defined by the Comprehensive Solid Waste Management Plan.

3.3 The County shall continue to operate the System in a financially prudent manner, minimize fee increases, and use System revenues only for System purposes. The County's operation of the System is subject to governance by the SWSGB, as further set forth in elsewhere in this Agreement.

4. COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN. For the duration of their participation in this Agreement, each Party shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to Chapter 70.95 RCW. For the duration of their participation in this Agreement, each Party authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of solid waste generated in each Party's jurisdiction. Parties executing this Agreement hereby agree to execute the County's Comprehensive Solid Waste Management Plan. The SWSGB shall review and make recommendations to the Skagit County Board of Commissioners regarding updates to the County Comprehensive Solid Waste Management Plan.

5. DESIGNATION OF COUNTY SYSTEM FOR SOLID WASTE DISPOSAL. Each Party shall designate the County System for disposal of all Solid Waste generated within the Party's jurisdictional limits, and within the scope of the Comprehensive Solid Waste Management Plan.

6. DESIGNATION OF DISPOSAL SITES. The SWSGB shall designate County System disposal site or sites for the disposal of such solid waste except for recyclable and other materials removed from solid waste by waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan. Designation by the SWSGB of disposal site(s) pursuant to this Agreement shall not diminish any Party's power to regulate land use and establish land use criteria within the Party's jurisdiction. Furthermore, designation by the SWSGB of disposal site(s) pursuant to this Agreement shall not diminish the County's authority to regulate public health pursuant to Title 70 RCW and other applicable laws and regulations.

7. ENFORCEMENT. The County shall be primarily responsible for enforcement of laws and regulations requiring persons to dispose of solid waste at sites designated by the County. Each Party shall cooperate with the County in its enforcement efforts, and shall provide by ordinance that any person that disposes of Solid Waste generated within its boundaries at a site other than a site designated by the County will be guilty of a misdemeanor, except where such disposal may be otherwise permitted by state law. To the extent legally possible, the County shall be responsible for bringing enforcement actions against persons violating state statutes, or County ordinances relating to the disposal of Solid Waste at sites designated by the County. However, in instances in which the County lacks legal authority to bring an enforcement action and another Party possesses that authority, the County may request that the Party bring such enforcement action. The Party shall comply with this request, or in some other way ensure that Solid Waste generated with the Party is disposed of at those sites designated by the County. All reasonable costs incurred by the Party in taking such enforcement or other actions that are requested in writing by the County shall be paid as System costs.

8. LIABILITY AND INDEMNIFICATION. Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their elected 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 any other Parties by reason of entering into this Agreement except as may be expressly provided herein.

9. SYSTEM COSTS AND RATE INCREASES. The Parties agree that all System Costs shall be paid by the System through tipping fee rate increases, as deemed necessary and proper by the SWSGB pursuant to the terms of this Agreement. Rates set by the SWSGB shall accommodate long-term System viability and a financially reasonable level of cash reserves.

10. DURATION; TERM OF AGREEMENT. The Parties agree to be bound by this Agreement until September 15, 2013, unless prior modified in accordance with paragraph 9. This Agreement shall not sunset or expire, but shall continue in full force and effect. Individual parties to this Agreement may, after September 15, 2013, withdraw from this Agreement by giving sixty (60) days' notice to all other parties to this Agreement.

11. REVISION, AMENDMENT, SUPPLEMENTATION, OR TERMINATION. This Agreement shall be reviewed by the parties in conjunction with any review of the Comprehensive Solid Waste Management Plan. The terms of the Agreement may be revised,

amended, or supplemented, or the Agreement as a whole may be terminated only upon the written agreement of all Parties executed with the same formalities as the original. No revision, amendment, supplementation or termination shall be adopted or put into effect if it impairs any other contractual obligation of the County. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. SOLID WASTE ADVISORY COMMITTEE.

12.1 Pursuant to Chapter 70.95.165(3) RCW and Chapter 39.34.030(4) RCW and Skagit County Code 12.18, a Solid Waste Advisory Committee shall continue operating for the purpose of rendering advice to Skagit County and the SWSGB regarding solid and moderate risk waste related issues generally, service levels, disposal rates, and short and long term planning, and especially the administration and implementation of the Comprehensive Solid Waste Management Plan.

12.2 Membership of the Solid Waste Advisory Committee shall be as follows:

(1) Regular members. The Solid Waste Advisory Committee shall consist of:

(a) One member from each party to this Agreement, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.

(b) One member from each Municipality in Skagit County which has its own Comprehensive Solid Waste Management Plan, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.

(c) Three members, each representing the unincorporated area of one of the three County Commissioner districts. The three members shall be recommended by the County Commissioners. The County Commissioners shall recommend candidates representing a spectrum of citizens, public interest groups, and businesses. Candidates shall be residents of Skagit County or firms licensed to do business in Skagit County.

(d) Two members shall be selected, one to represent commercial solid waste collection firms; and one to represent commercial recycling firms. These members shall be recommended by the County Commissioners.

(e) One ex officio, non-voting representative from the Skagit County Public Works Solid Waste Section.

(f) One ex officio, non-voting representative from the State of Washington Department of Ecology.

(g) One ex officio, non-voting representative from the Skagit County Health Department.

(2) Auxiliary Members. The regular membership of the Solid Waste Advisory Committee may appoint auxiliary members for a specific time period to serve on

the committee in a non-voting capacity, for the purpose of providing specific information, technical advice, and information of a general nature which is pertinent to the committee's activities or any other form of assistance which will aid the committee in carrying out its purposes.

12.3 Meetings. The Solid Waste Advisory Committee shall meet as required to carry out the purposes of the Committee. Meetings may be held at various locations within the County with written notification to the membership and chairman designating the time and place of such meetings. Meetings shall be held not less than quarterly. A quorum shall consist of a simple majority of the members on the Committee, A majority of the total voting membership of the Committee is required to pass a motion.

12.4 Transfer Station Oversight Sub-Committee. Provides operational and customer-based input on Skagit County Transfer Station operations and serves as an advisory resource to the Solid Waste Advisory Committee.

(1) Regular Members. The Transfer Station Oversight Sub-Committee shall consist of one staff member each from Mount Vernon, Sedro-Woolley, Burlington, Anacortes, Regional Disposal Company, Waste Management, Inc., Skagit River Steel and Recycling, and Skagit County Public Works.

(2) Meetings. The Transfer Station Oversight Sub-Committee shall meet every year, or as needed, to carry out the purposes of the Committee including making recommendations to the Solid Waste Advisory Committee.

13. SOLID WASTE SYSTEM GOVERNANCE BOARD.

13.1 Purpose. Any proposed changes or improvements significantly affecting the operation of the System or which may directly or indirectly impact tipping fees (including, but not limited to, tipping fee adjustments) or the siting of disposal facilities (herein collectively referred to as "Significant Solid Waste Decisions") shall be submitted to the Solid Waste System Governance Board (SWSGB) for final decision. Significant Solid Waste Decisions within the scope of the SWSGB's purview shall include timely review and approval by majority vote of the following matters, as recommended by the SWAC and/or the County in a manner consistent with this Agreement:

13.1.1 Major capital improvements to the System. "Major capital improvements" shall be defined as any capital expenditures in excess of Fifty Thousand Dollars (\$50,000) which modify the method or model of operation of the System.

13.1.2 Designation of site(s) for inclusion within the System, consistent with the other provisions of this Agreement;

13.1.2 Long-range plans for System expansion and construction. By December 31, 2011 the SWSGB shall produce a long-range plan for the System that encompasses the ensuing twenty (20) year period (the "Long Range Plan"). If the SWSGB fails to produce a Long Range Plan by December 31, 2011, the Skagit County Board of Commissioners may adopt a Long Range Plan.

13.1.4 Requests for Proposals for privatization of all or any part of the System, including approval of any System/Operator Agreement (or similar agreement) for private parties

(and/or third parties who are not signatories to this Agreement) seeking to become a part of the System;

13.1.5 Changes to tipping rates, which shall be done in a manner consistent with the other terms and conditions of this Agreement;

13.1.6 The annual operating budget for the following year. Provided, however, the SWSBG's approval shall be limited to approval of the overall budget based on a desired level of service ("LOS"), and shall not include the right to line-item veto individual proposed budget expenditures.

The SWSGB may direct the County to perform and/or commission any such studies as are necessary toward making reasoned and informed Significant Solid Waste Decisions, all costs of which shall be paid as System costs.

13.2 Powers Not Enumerated. Any powers not enumerated herein and assigned to the SWSGB shall be retained by the Skagit County Department of Public Works.

13.3 Regular Members. The SWSGB shall consist of at least one representative of each party executing this Agreement.

13.4 Meetings. The SWSGB shall meet a minimum of at twice each calendar year, or as often as otherwise needed to adequately deliberate upon and decide Significant Solid Waste Decisions (as defined in Section 13.1, above), or for other purposes (such other purposes including, but not limited to, review of the status of the solid waste disposal system, and review of any recommendations from the Solid Waste Advisory Committee).

13.5 Decisions of SWSGB Initiated by County. The County shall retain responsibility for day-to-day operations of the System. Without diminishing the power afforded the SWSGB pursuant to ¶13.1, supra, the County may request a decision as to a Significant Solid Waste Decision from the SWSGB. After submitting any Significant Solid Waste Decision to the SWSGB that is within the scope set forth in Section 13.1 (above), the SWSGB shall render a decision within sixty (60) days. Upon a finding by the SWSGB that additional time is needed in which to render a decision, the SWSGB may extend the decision timeline for an additional 60 days. In addition to the foregoing, upon a finding by the County Public Works Director that any Significant Solid Waste Decision constitutes an emergency that threatens the operation of the System, the SWSGB may be convened on an emergency basis three (3) days after notice to each Party to this Agreement. The County shall submit requests for decisions from the SWSGB regarding Significant Solid Waste Decisions in writing. In the event that the County does not receive a final written decision from the SWSGB within sixty (60) days (or 120 days if properly extended as set forth above), the County may take action consistent with the best interests of the System within the scope of the Significant Solid Waste Decision initially sought.

13.6 SWSGB Voting. All decisions of the SWSGB envisioned herein shall be done by majority vote, and immediately reduced to writing and provided to the County. A quorum shall consist of a simple majority of the Municipal members of the SWSGB. Counting of Municipal members present for the purposes of a quorum shall be based on the presence of one Municipal representative. A transcript shall be made of each SWSGB meeting. Each party shall have one vote weighted as follows: the population of each party's jurisdiction divided by the total Skagit County population, as established by the most recent U.S. Census, expressed as a percentage of 100%, rounded to the nearest tenth.

13.6.1 Based on the 2000 U.S. Census establishing a total County population of 102,979 (and subject to modification after each new census), each party's vote shall be as follows:

Anacortes	16,400	15.9%	
Burlington	8,400	8.2%	
Sedro-Woolley	9,945	9.7%	
Mount Vernon	29,390	28.5%	
La Conner	900	0.9%	
Hamilton	330	0.3%	
Lyman	450	0.4%	
Concrete	832	0.8%	
County	36,332	35.3%	

Any party with less than 5% percentage vote may assign their vote to any other party by written proxy duly executed by the assignor's executive authority..

14.7 Extraordinary Veto by Board of Commissioners. The Skagit County Board of Commissioners (by action of the Skagit County Board of Commissioners) may veto any final decision of the SWSGB within thirty (30) days of any final decision by the SWSGB on the sole grounds that a final decision of the SWSGB will: (a) jeopardize the long-term viability of the System; and/or (b) is contrary to State law governing operation of the System. Any final decision of the SWSGB vetoed by the Skagit County Board of Commissioners pursuant to this paragraph shall be returned to the SWSGB for further deliberation. In the event the SWSGB and the Skagit County Board of County Commissioners cannot agree after veto and remand of any final decision within twenty (20) days, the matter shall be submitted to final, binding arbitration before a single arbitrator to be selected within thirty (30) days by the Presiding Judge, Skagit County Superior Court. The arbitration shall be held at a mutually convenient time and location with Skagit County, not less than forty-five (45) days after the selection of the arbitrator. Any arbitration shall apply the laws of the State of Washington. Each party shall bear its own costs and fees in the event of any such arbitration. The parties must each submit a concise statement setting forth a proposed resolution to the dispute, from which the arbitrator shall choose on the basis of its consistency with this Agreement. The arbitrator's decision shall be final and binding on the parties. The arbitrator may award the prevailing party their reasonable attorney fees and costs, including expert and consultant fees. Any arbitrated dispute shall be maintained by individual parties to this Agreement and not the System, and attorney fees and costs fixed by the arbitrator shall not be assessed as System costs. The arbitrator's decision may be entered by any party in Skagit County Superior Court.

15. NO THIRD PARTY BENEFICIARIES: This Agreement is not entered into with the intent that it shall benefit any Municipality not signing this Agreement and no other person or entity shall be entitled to be treated as a third party beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of any other party.

16. 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 extent and end the terms and conditions of this Agreement are declared severable.

17. 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.

18. COMPLIANCE WITH LAWS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. The parties shall obtain and comply with any and all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement.

19. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

20. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

21. TIME OF PERFORMANCE: Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

22. NO SEPARATE ENTITY: It is not the intention that a separate legal entity be established to conduct this cooperative undertaking, and no separate legal entity is established by this Agreement.

23. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____day of _____, 2007

APPROVED: