

Next Ord: 1638-09

Next Res: 799-09

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

CITY COUNCIL AGENDA

April 8, 2009

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf 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 #66084 to #66177 in the amount of \$274,847.96
 - Payroll Warrants #44822 to #44936 in the amount of \$257,853.31
 - c. Public Purchase Agency User Agreement
 - d. Edward Byre Memorial Justice Assistance Grant
 - e. Resolution #798-09 declaring certain items as surplus and authorizing its disposition
4. Special Presentation – Skagit Valley Tulip Festival
 5. Public Comment (Limited to 3-5 minutes)

UNFINISHED BUSINESS

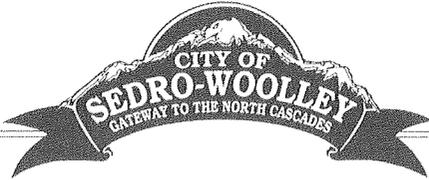
6. Franchise Ordinance with Cascade Natural Gas (*2ndReading*)
7. Special Events/Parades Ordinance (*2ndReading*)

NEW BUSINESS

8. 2009 Budget Amendment #2 (*action requested*)
9. COPS CHRP Grant (*action requested*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

There may be an Executive Session immediately preceding or following the meeting.



DATE: April 8, 2009

TO: Mayor Anderson and City Council

FROM: Patsy Nelson, Finance Director

SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT CALENDAR

1. CALL TO ORDER - The Mayor will call the April 8, 2009 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

 ___ Ward 1 Councilmember Ted Meamber

 ___ Ward 2 Councilmember Tony Splane

 ___ Ward 3 Councilmember Thomas Storrs

 ___ 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.

APR 8 2009

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
March 25, 2009 – 7:00 P.M. – City Hall Council Chambers

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Thomas Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London.
Staff: Recorder Brue, City Supervisor/Attorney Berg, Engineer Freiburger, Planner Moore, Fire Chief Klinger and Police Chief Wood.

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #65980 to #66083 in the amount of \$173,834.81
 - Payroll Warrants \$44708 to #44821 in the amount of \$189,861.18
- Facility Rental Agreement with Skagit Valley College
- Street Closure Request – Blast from the Past – June 5,6,7, 2009
- Resolution #794-09 Short-term Interfund Loans for Cash Flow Purposes
- Resolution #795-09 Establishing a Resource Conservation Management Policy

Councilmember Storrs moved to approve the consent calendar. Councilmember Lemley seconded. Motion carried (7-0).

Public Comment

Tom Lazon – Valley View Road, Police Detective and President of the Sedro-Woolley Public Safety Guild addressed the Council on behalf of the Guild. He stated that the guild has appreciated the support from the Council and staff in the past and discussed the current tough economic times and pending decisions the City is facing regarding budget cuts. He encouraged Council to keep in mind the protection and safety of the citizens of Sedro-Woolley during their decision making processes.

EXECUTIVE SESSION

The meeting adjourned to executive session at 7:07 P.M. for the purpose of personnel and real estate for approximately 30 minutes.

The meeting reconvened at 7:37 P.M.

UNFINISHED BUSINESS

Ordinance – Amending SWMC 9.20.070 Making Cyberstalking a Crime

City Supervisor/Attorney Berg reviewed the second read of a proposed ordinance which is a prosecutor requested ordinance. Berg noted the ordinance follows the state cyberstalking statute and recommends approval.

Councilmember Meamber moved to adopt Ordinance #1636-09 An Ordinance Making Cyberstalking a Crime. Seconded by Councilmember Splane.

Council discussion ensued to include whether the state has been challenged and state adoption date.

Motion carried (7-0).

NEW BUSINESS

Special Events/Parades Ordinance

City Supervisor/Attorney Berg reviewed the first reading of a proposed ordinance creating a process of reviewing and permitting special events and parades as directed by Council at a previous meeting. Berg noted the process will alleviate the Council from being put on the spot without being able to conduct a risk assessment of the event.

Discussion ensued regarding escort of an organized procession, insurance requirement wording and interference with events.

Franchise Ordinance with Cascade Natural Gas

City Supervisor/Attorney Berg presented the first reading of a proposed ordinance to extend the franchise agreement with Cascade Natural Gas. He noted the current agreement is due to expire next month and representatives from Cascade Natural Gas will be in attendance at the next meeting to answer any questions.

Resolution – 2009 Budget Management

City Supervisor/Attorney Berg reviewed the current status of the revenues of the 2009 budget, budget projections and the reality that faces the City. He discussed the impact of the new streamline sales tax and the current economic conditions which have resulted in lower sales tax revenues. He also addressed the already implemented spending freeze with the need to review in detail the current budget status. Berg reviewed the proposed resolution with four main points: Expenditures, Staffing, Furloughs and Benefits.

Discussion included specification of the furloughs being “unpaid leave”.

Councilmember Galbraith moved to approve Resolution #796-09 A Resolution of the City of Sedro-Woolley, Washington, Implementing a Spending and Hiring Freeze on the 2009 Budget. Councilmember Splane seconded. Motion carried (7-0).

Berg also pointed out that the final copy of the 2009 Budget is located at each Council seat. He stated this is the second year for the format.

Real Estate Contract Approval

City Supervisor/Attorney Berg reviewed the request for the acquisition of 2.2 acres on SR9 for Fire Station 2. He noted the agreement includes a contingency period for ensuring the property will fit the need and that funding will come from REET money, which can only be used for specific items and not for day to day operations.

Councilmember Colgan moved to ratify the purchase and sale agreement between the City and Bartelheimer and to authorize a manual warrant in the amount of \$3,000.00 payable to Guardian Northwest Title & Escrow as earnest money. Seconded by Councilmember Meamber. Motion carried (7-0).

Mayor Anderson commented that it has been hard to get excited about purchasing a new piece of property in light of being faced with the current budget woes.

Ordinance – Proposed code change to SWMC 16.04.110 – Lot Merger

Planner Moore reviewed proposed code changes to SWMC 16.04.110 regarding lot mergers. The Planning Commission held a public hearing on January 10th with no comments received and voted to recommend to the City Council that an exception be added to SWMC 16.04.110(c) which would recognize pre-platted lots of 4,000 square feet or more as retaining their development rights.

Council discussion took place regarding number of forced merged lots under current condition, potential applications on vacant lots, original plat dates (1930), old Sedro location, set back requirements and future plat requirements.

Councilmember Meamber moved to adopt Ordinance #1637-09 An Ordinance Amending SWMC 16.04 Regarding Lot Merger of Pre-Existing, Non-Conforming Lots. Seconded by Councilmember Colgan. Motion carried (7-0).

Resolution – Adoption of 2008 Revised Skagit County Natural Hazard Mitigation Plan

Planner Moore reviewed the proposed resolution and recommended approval of the Skagit County Natural Hazard Mitigation Plan as Sedro-Woolley's Natural Hazard Mitigation Plan. This will enable Sedro-Woolley to be recognized by FEMA.

Discussion took place on the lack of addressing urban flooding.

Councilmember Meamber moved to approve Resolution #797-09 Adopting the Attached Revised Skagit County Natural Hazards Mitigation Plan and Authorizing Mayor Anderson to sign the Promulgation Page of the Plan. Seconded by Councilmember Colgan. Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – introduced Paul Budrow, who is the Police Chief of the Upper Skagit Tribal Police Department and is working part-time for the Sedro-Woolley Police. Wood addressed the great working relationship with the Tribal Police Department.

Fire Chief Klinger – announced Volunteer Battalion Chief Gerald Chandler has been hired as the Fire Chief of Fire District #6 in Burlington.

Engineer Freiberger – reviewed a memorandum regarding the need for an emergency repair on a sewer main in the 300 block of Talcott. He requested extension of the contract with Lee Johnson through April 30, 2009. This will enable time to work on a 2009 On-Call Services agreement and still proceed on the necessary repair.

Councilmember Storrs moved to contract with Lee Johnson and Sons and to extend the contract of December 31, 2008 to April 30, 2009. Seconded by Councilmember Lemley Motion carried (7-0).

Engineer Freiberger also discussed the McGargile project and stated they are close to going to bid. The plan is to advertise for bids on April 9th with bid closing on May 1st. Discussion was held on the budget shortfall for the Hwy 9 sidewalk project and the use of savings on the McGargile Road project in order to stay on track.

Councilmember Galbraith moved to aggregate the projects and fund them with everything available. Seconded by Councilmember Meamber. Motion carried (7-0).

Councilmember Colgan – requested to have the Police radar trailer to 1100 block of Warner.

Mayor Anderson – requested Planner Moore to present an update on the downtown signage.

Planner Moore reviewed the status of the downtown signage. He noted a questionnaire has been handed out requesting input on desires, theme, enforcement and changes. Some are starting to come back and the Planning Commission committee will be reviewing next week to come up with a proposal with a public hearing to be held at the next Planning Commission meeting to be held April 21, 2009. Moore understood the Council's desire to move quickly but stated he is concerned of upholding the public hearing process and to not leave anyone out on expressing their input.

Councilmember London – thanked the Street Department for their clean up of Walley Street.

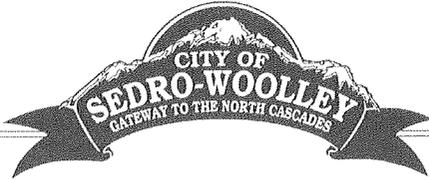
Councilmember Splane moved to adjourn. Seconded by All. Motion carried (7-0)

The meeting adjourned at 8:37 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 8 2009

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



DATE: April 8, 2009
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers proposed for payment for the period ending April 8, 2009.

Motion to approve Claim Vouchers #66084 to #66177 in the amount of \$274,847.96.

Motion to approve Payroll Warrants #44822 to #44936 in the amount of \$257,853.31.

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

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
66084	GUARDIAN NW TITLE & ESCROW	PURCHASE OF LAND FOR FIRE STN	3,000.00
		WARRANT TOTAL	3,000.00
66085	SEDRO-WOLLEY POSTMASTER	POSTAGE	SWR 455.69
		POSTAGE	SAN 217.33
		AUTO FUEL/DIESEL	SWTR 28.05
		WARRANT TOTAL	701.07
66086	A-1 MOBILE LOCK & KEY	REPAIRS/MAINT-EQUIP	FD 766.80
		OPERATING SUPPLIES	SAN 97.20
		WARRANT TOTAL	864.00
66087	ADVANCE TRAVEL	TRAVEL	PD 198.00
		TRAVEL	PD 38.00
		TRAVEL	PD 319.00
		WARRANT TOTAL	555.00
66088	ALL-PHASE ELECTRIC	REPAIRS & MAINTENANCE	PD 21.15
		SMALL TOOLS & MINOR EQUIP	FD 25.80
		REPAIRS/MAINT-EQUIP	FD 21.16
		REPAIR/MAINT-STREETS	ST 581.14
		OPERATING SUPPLIES	SWR 49.36
		WARRANT TOTAL	698.61
66089	ALLEN, DEBRA	MISC-DUES/SUBSCRIPTIONS	SWR 30.00
		WARRANT TOTAL	30.00
66090	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	SAN 160.70
		WARRANT TOTAL	160.70
66091	ARAMARK UNIFORM SERVICES	LAUNDRY	PK 167.38
		LAUNDRY	PK 74.01
		LAUNDRY-CITY HALL	PK 43.49
		MISC-LAUNDRY	CEM 24.09
		MISC-LAUNDRY	ST 27.12
		MISC-LAUNDRY	ST 22.90
		LAUNDRY	SWR 46.88
		LAUNDRY	SWR 25.79
		WARRANT TOTAL	431.66
66092	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS 58.77
		AUTO FUEL	PD 843.19
		AUTO FUEL/DIESEL	FD 405.68
		AUTO FUEL/DIESEL	PK 54.30
		AUTO FUEL/DIESEL	ST 177.54
		AUTO FUEL/DIESEL	ST 168.40
		AUTO FUEL/DIESEL	SWR 62.48
		AUTO FUEL/DIESEL	SWR 29.78
		AUTO FUEL/DIESEL	SWR 164.95
		AUTO FUEL/DIESEL	SWR 65.31
		AUTO FUEL/DIESEL	SAN 62.49
		AUTO FUEL/DIESEL	SAN 49.81

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		AUTO FUEL/DIESEL	1,025.39
		AUTO FUEL/DIESEL	65.32
		AUTO FUEL/DIESEL	147.22
		WARRANT TOTAL	3,380.63
66093	AT & T	TELEPHONE	2.20
		TELEPHONE	35.15
		TELEPHONE	26.36
		TELEPHONE	4.39
		TELEPHONE	70.30
		TELEPHONE	136.20
		TELEPHONE	48.33
		TELEPHONE	70.30
		TELEPHONE	4.39
		TELEPHONE	26.36
		TELEPHONE	2.20
		TELEPHONE	13.18
		WARRANT TOTAL	439.36
66094	BANK OF AMERICA	TRAVEL	472.26
		TRAVEL	79.34
		TRAVEL	366.16
		MEALS/TRAVEL	352.04
		MEALS/TRAVEL	189.44
		MISC-TUITION/REGISTRATION	35.00
		WARRANT TOTAL	1,494.24
66095	BANK OF AMERICA	MEALS/TRAVEL	12.00
		WARRANT TOTAL	12.00
66096	BANK OF NEW YORK MELLON	BOND INTEREST-G/O BONDS	303.50
		WARRANT TOTAL	303.50
66097	BANK OF AMERICA	EARLY LITERACY	190.88
		WARRANT TOTAL	190.88
66098	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	463.48
		BALISTIC VESTS	799.20
		WARRANT TOTAL	1,262.68
66099	CENTRAL WELDING SUPPLY	SMALL TOOLS & MINOR EQUIP	137.75
		WARRANT TOTAL	137.75
66100	CERTIFIED LABORATORIES	OPERATING SUPPLIES	256.52
		WARRANT TOTAL	256.52
66101	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	41.03
		SUPPLIES	41.03
		OFF/OPER SUPPS & BOOKS	41.03
		WARRANT TOTAL	123.09
66102	COMCAST	INTERNET SERVICES	99.95

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	99.95
66103	CONSOLIDATED SUPPLY CO.	OPERATING SUP - HAMMER SQ PK	57.22
		WARRANT TOTAL	57.22
66104	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE ENG	11.74
		WARRANT TOTAL	11.74
66105	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO PD	104.06
		REPAIR & MAINT - AUTO PD	219.51
		WARRANT TOTAL	323.57
66106	CRYSTAL SPRINGS	OPERATING SUPPLIES SAN	65.70
		WARRANT TOTAL	65.70
66107	CUES	MAINTENANCE CONTRACTS SWR	1,512.31
		WARRANT TOTAL	1,512.31
66108	DAY WIRELESS SYSTEMS INC	OPERATING SUPPLIES PD	20.42
		WARRANT TOTAL	20.42
66109	DESTINATION WIRELESS	OPERATING SUPPLIES SAN	291.57
		WARRANT TOTAL	291.57
66110	E & E LUMBER	REPAIRS/MAINT-EQUIP FD	21.59
		OPERATING SUP - RIVERFRONT PK	25.80
		OPERATING SUP - RV PARK PK	1.64
		OPERATING SUP - RV PARK PK	7.99
		OPERATING SUP - CITY HALL PK	10.27
		OPERATING SUP - CITY HALL PK	12.86
		OPERATING SUP - CITY HALL PK	5.70
		OPERATING SUP - LIBRARY PK	65.08
		REPAIRS/MT-COMMUNITY CTR PK	7.01
		OPERATING SUPPLIES ST	8.09
		OPERATING SUPPLIES ST	3.23
		REPAIR/MAINT-STREETS ST	43.28
		REPAIR/MAINT-STREETS ST	1.92
		WARRANT TOTAL	214.46
66111	EMERGENCY REPORTING	PROFESSIONAL SERVICES FD	447.00
		WARRANT TOTAL	447.00
66112	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES SWR	219.00
		WARRANT TOTAL	219.00
66113	EMERGENCY MEDICAL PRODUCTS INC	OFFICE/OPERATING SUPPLIES PD	100.44
		OPERATING SUPPLIES FD	18.76
		WARRANT TOTAL	119.20
66114	FASTENAL COMPANY	SMALL TOOLS/MINOR EQUIP ST	107.99
		SAFETY EQUIPMENT ST	883.68
		SAFETY EQUIPMENT ST	373.13

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,364.80
66115	FEDERAL CERTIFIED HEARING	MISC-PERMITS & LICENSES	PK	20.00
		WARRANT TOTAL		20.00
66116	GAMETIME	OTHER IMPROVEMENTS-RVRFRT	PK	2,377.78
		BINGHAM PLAY EQUIP	PK	10,000.00
		WARRANT TOTAL		12,377.78
66117	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
66118	GUARDIAN NW TITLE & ESCROW	ROW - SKAGIT PROJECT	AST	50.00
		WARRANT TOTAL		50.00
66119	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	278.36
		MAINTENANCE OF LINES	SWR	42.59
		MAINTENANCE OF LINES	SWR	395.30
		WARRANT TOTAL		716.25
66120	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	1,758.00
		HUMANE SOCIETY	PD	1,335.00
		WARRANT TOTAL		3,093.00
66121	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	4.84
		REPAIRS & MAINTENANCE	PD	75.74
		OFFICE SUPPLIES	FD	4.83
		EQUIPMENT LEASE	FD	75.74
		WARRANT TOTAL		161.15
66122	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	23.46
		BOOKS, PERIOD, RECORDS	LIB	23.43
		BOOKS, PERIOD, RECORDS	LIB	13.08
		BOOKS, PERIOD, RECORDS	LIB	13.05
		BOOKS, PERIOD, RECORDS	LIB	12.57
		WARRANT TOTAL		85.59
66123	KAREN E. HOMITZ, DDS, PLLC	RETIRED MEDICAL	PD	188.00
		WARRANT TOTAL		188.00
66124	KROESEN'S INC.	UNIFORMS	FD	208.05
		WARRANT TOTAL		208.05
66125	L N CURTIS & SONS	OPERATING SUPPLIES	FD	798.41
		SMALL TOOLS & MINOR EQUIP	FD	1,350.00
		WARRANT TOTAL		2,148.41
66126	LAZARON, JOANN	TRAVEL	PLN	5.74
		TRAVEL/MEALS	INSP	5.75
		WARRANT TOTAL		11.49
66127	LOGGERS AND CONTRACTORS	OPERATING SUP - HAMMER SQ	PK	16.62

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	16.62
66128	LYNN PEAVEY COMPANY	OFFICE/OPERATING SUPPLIES PD	168.25
		WARRANT TOTAL	168.25
66129	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP SAN	105.03
		REPAIRS/MAINT-EQUIP SAN	729.12
		WARRANT TOTAL	834.15
66130	MUNICIPAL EMERGENCY SVC	REPAIRS/MAINT-EQUIP FD	962.50
		WARRANT TOTAL	962.50
66131	NEXTEL COMMUNICATIONS	COMMUNICATIONS EXE	28.46
		TELEPHONE FIN	85.38
		TELEPHONE LGL	28.46
		TELEPHONE IT	56.92
		NEXTEL CELL PHONES	85.38
		TELEPHONE PD	455.20
		TELEPHONE FD	227.68
		TELEPHONE INSP	28.46
		TELEPHONE PK	199.22
		TELEPHONE CEM	56.92
		TELEPHONE ST	199.22
		NEXTEL CELL PHONES	284.50
		NEXTEL CELL PHONES SAN	170.76
		WARRANT TOTAL	1,906.56
66132	NORTH HILL RESOURCES, INC.	RECYCLING FEE - YARD WASTE SAN	118.91
		RECYCLING FEE - YARD WASTE SAN	118.91
		RECYCLING FEE - YARD WASTE SAN	118.91
		WARRANT TOTAL	356.73
66133	OASYS	EQUIPMENT LEASES CS	354.02
		SUPPLIES/BOOKS PLN	203.03
		SUPPLIES ENG	203.03
		OFF/OPER SUPPS & BOOKS INSP	203.03
		WARRANT TOTAL	963.11
66134	OFFICE DEPOT	SUPPLIES FIN	110.00
		SUPPLIES/BOOKS PLN	12.51
		SUPPLIES ENG	12.50
		OFFICE/OPERATING SUPPLIES PD	220.34
		OFFICE SUPPLIES FD	36.67
		ENGINEERING FRUITDALE/MCGAR AS	98.87
		ENGINEERING FRUITDALE/MCGAR AS	50.11
		WARRANT TOTAL	541.00
66135	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT SWR	172.78
		WARRANT TOTAL	172.78
66136	OVERTON SAFETY TRAINING INC.	MISC-DUES/SUBSCRIPTIONS PK	291.67
		MISC-TUITION/REGISTRATION CEM	145.84

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MISC-TUITION/REGISTRATION	ST	437.50
		MISC-TUITION/REGISTRATION	SWR	1,020.82
		TRAINING	SAN	729.17
		WARRANT TOTAL		2,625.00
66137	OUTWEST UNLIMITED	PROFESSIONAL SERVICES	PK	455.00
		WARRANT TOTAL		455.00
66138	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	107.96
		REPAIRS/MAINT-EQUIP	FD	379.78
		WARRANT TOTAL		487.74
66139	PAUL BERGMAN, DDS	RETIRED MEDICAL	PD	490.00
		WARRANT TOTAL		490.00
66140	PITTMAN, HAROLD	RETIRED MEDICAL	PD	18.53
		WARRANT TOTAL		18.53
66141	PRINTWISE, INC.	SUPPLIES	JUD	590.77
		WARRANT TOTAL		590.77
66142	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	SWR	33.80
		WARRANT TOTAL		33.80
66143	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	38.38
		REPAIRS & MAINTENANCE	PD	9.83
		UTILITIES-RIVERFRONT	PK	462.44
		UTILITIES-COMMUNITY CTR	PK	138.33
		UTILITIES-SENIOR CENTER	PK	334.91
		UTILITIES - GOLF	PK	32.51
		UTILITIES-TRAIN	PK	71.19
		UTILITIES-HAMMER SQUARE	PK	348.21
		UTILITIES-BINGHAM & MEMORIAL P		58.02
		UTILITIES - SHOP	PK	115.75
		UTILITIES - OTHER	PK	9.83
		PUBLIC UTILITIES-MUSEUM	PK	9.83
		PUBLIC UTILITIES-MUSEUM	PK	72.17
		PUBLIC UTILITIES-CITY HALL	PK	2,439.83
		PUBLIC UTILITIES	CEM	102.27
		PUBLIC UTILITIES	ST	139.54
		PUBLIC UTILITIES	ST	68.81
		PUBLIC UTILITIES	ST	77.86
		PUBLIC UTILITIES	ST	201.08
		PUBLIC UTILITIES	LIB	270.64
		ADVERTISING	HOT	30.33
		PUBLIC UTILITIES	SWR	9,821.41
		PUBLIC UTILITIES	SAN	140.25
		WARRANT TOTAL		14,993.42
66144	PUGET SOUND LEASING CO. INC	UTILITIES-RIVERFRONT	PK	25.33
		UTILITIES-COMMUNITY CTR	PK	32.75
		UTILITIES-SENIOR CENTER	PK	136.24

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 04/08/2009 (Printed 04/03/2009 09:51)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES	SWR	150.76
		WARRANT TOTAL		345.08
66145	REICHHARDT & EBE ENG, INC	CONSTRUCTION-TOWNSHIP LINE	PWT	20,670.26
		WARRANT TOTAL		20,670.26
66146	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	107.05
		OFFICE SUPPLIES	FD	75.02
		WARRANT TOTAL		182.07
66147	RONK BROTHERS, INC.	REPAIRS/MAINT-DORM	FD	35.91
		OPERATING SUP - CITY HALL	PK	83.16
		WARRANT TOTAL		119.07
66148	SANFORD TIRE & AUTO REPAIR	OPERATING SUPPLIES	CEM	54.74
		WARRANT TOTAL		54.74
66149	SCADA & CONTROLS ENGINEERING INC	PROFESSIONAL SERVICES	SWR	1,174.00
		MACHINERY/EQUIPMENT	SWR	5,387.29
		WARRANT TOTAL		6,561.29
66150	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	CEM	17.26
		OPERATING SUPPLIES	CEM	19.20
		OPERATING SUPPLIES	ST	8.19
		REPAIR/MAINTENANCE-EQUIP	ST	3.84
		REPAIRS/MAINT-EQUIP	ST	61.69
		WARRANT TOTAL		110.18
66151	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	10,110.00
		TUITION/REGISTRATION	FD	3,000.00
		WARRANT TOTAL		13,110.00
66152	SKAGIT 911	CONTRACTED ENHANCED 911	PD	16,386.00
		CONTRACT SVS-CNTRL DISPATCH	FD	792.35
		WARRANT TOTAL		17,178.35
66153	SK CO DEPT OF EMERG MGMT	DEPT OF EMERG MANAGEMENT	EMG	5,497.12
		WARRANT TOTAL		5,497.12
66154	SKAGIT CO. PUBLIC WORKS	REPAIR/MAINT-STREETS	ST	756.04
		SOLID WASTE DISPOSAL	SAN	34,427.27
		WARRANT TOTAL		35,183.31
66155	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	190.94
		WARRANT TOTAL		190.94
66156	SKAGIT FARMERS SUPPLY	FEMA LAND IMPROVEMENTS	PK	161.97
		OPERATING SUPPLIES-PROPANE	ST	12.91
		WARRANT TOTAL		174.88
66157	SK. VALLEY MED. CTR INC	PROF SERVICE-MEDICAL EXAMS	FD	435.00
		PROF SERVICE-MEDICAL EXAMS	FD	55.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		490.00
66158	SPRINT	TELEPHONE	FD	59.99
		WARRANT TOTAL		59.99
66159	STEPHENSON, RETA	MEALS/TRAVEL	FIN	27.50
		WARRANT TOTAL		27.50
66160	SUMMIT LAW GROUP	PROFESSIONAL SERVICES	PD	1,077.00
		WARRANT TOTAL		1,077.00
66161	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO	PD	194.40
		WARRANT TOTAL		194.40
66162	TRENCHLESS CONSTRUCTION SVC.	CONSTRUCTION-TOWNSHIP LINE PWT		94,672.83
		WARRANT TOTAL		94,672.83
66163	TRAFFIC SAFETY SUPPLY CO.	SAFETY EQUIPMENT	ST	33.18
		OPERATING SUPPLIES	ST	987.60
		WARRANT TOTAL		1,020.78
66164	TRUE VALUE	REPAIRS/MAINT-EQUIP	FD	4.09
		OPERATING SUP - CITY HALL	PK	9.71
		OPERATING SUP - HAMMER SQ	PK	11.87
		OPERATING SUP - HAMMER SQ	PK	8.09
		REPAIR/MAINT-CITY HALL	PK	16.18
		WARRANT TOTAL		49.94
66165	TUCKER, WILLIAM L.	UNIFORMS/ACCESSORIES	PD	48.59
		OFFICE/OPERATING SUPPLIES	PD	38.33
		WARRANT TOTAL		86.92
66166	UPSTART	SUMMER READ PROGRAM	LIB	145.31
		WARRANT TOTAL		145.31
66167	VALLEY AUTO SUPPLY	REPAIR & MAINT - AUTO	PD	16.11
		REPAIR & MAINT - AUTO	PD	8.40
		REPAIRS/MAINT-EQUIP	FD	3.23
		REPAIR/MAINTENANCE-EQUIP	ST	58.28
		REPAIRS/MAINT-EQUIP	SAN	21.91
		OPERATING SUPPLIES	SAN	14.03
		SMALL TOOLS & MINOR EQUIP	SAN	12.48
		WARRANT TOTAL		134.44
66168	VERIZON NORTHWEST	TELEPHONE	PD	27.37
		TELEPHONE	PD	52.91
		TELEPHONE	PK	87.47
		TELEPHONE	CEM	62.09
		TELEPHONE	LIB	112.56
		TELEPHONE	SWR	245.51
		WARRANT TOTAL		587.91

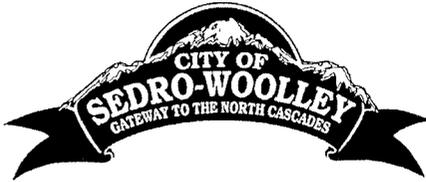
WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66169	VISTEN, LESLIE	RETIRED MEDICAL	PD	87.00
		WARRANT TOTAL		87.00
66170	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	108.00
		INTERGOV SVC-GUN PERMITS	PD	108.00
		WARRANT TOTAL		216.00
66171	WA ST DEPT OF TRANSPORT	ENGINEERING-JAMESON SR9	AST	225.68
		WARRANT TOTAL		225.68
66172	WA ST DEPT OF TRANS	CONST-SKAGIT PROJECT	AST	30.47
		WARRANT TOTAL		30.47
66173	WA ST HISTORICAL SOCIETY	BOOKS, PERIOD, RECORDS	LIB	35.00
		WARRANT TOTAL		35.00
66174	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		9,642.97
		WARRANT TOTAL		9,642.97
66175	WM. H. REILLY & CO.	MAINT OF GENERAL EQUIP	SWR	369.22
		MAINT OF GENERAL EQUIP	SWR	2,443.72
		WARRANT TOTAL		2,812.94
66176	WOOD'S LOGGING SUPPLY INC	POSTAGE	FIN	8.20
		TELEPHONE	PD	6.69
		POSTAGE	FD	6.69
		POSTAGE	FD	18.63
		OPERATING SUPPLIES	SWTR	154.44
		WARRANT TOTAL		194.65
66177	ALVARADO, INOCENCIA	COMMUNITY CENTER		75.00
		WARRANT TOTAL		75.00
		RUN TOTAL		274,847.96

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	68,605.44
101	PARK FUND	18,633.83
102	CEMETERY FUND	482.41
103	STREET FUND	5,448.55
104	ARTERIAL STREET FUND	455.13
105	LIBRARY FUND	1,005.97
108	STADIUM FUND	30.33
230	1996 G/O BOND REDEMPTION FUND	303.50
332	PWTF SEWER CONSTRUCTION FUND	115,343.09
401	SEWER FUND	25,060.29
412	SOLID WASTE FUND	39,149.71
425	STORMWATER	329.71
TOTAL		274,847.96

DEPARTMENT	AMOUNT
001 000 000	9,642.97
001 000 012	592.97
001 000 013	40.46
001 000 014	266.23
001 000 015	245.76
001 000 017	156.87
001 000 018	412.79
001 000 019	266.70
001 000 020	423.98
001 000 021	27,316.33
001 000 022	23,394.69
001 000 024	348.57
001 000 025	5,497.12
FUND CURRENT EXPENSE FUND	68,605.44
101 000 000	75.00
101 000 076	18,558.83
FUND PARK FUND	18,633.83
102 000 036	482.41
FUND CEMETERY FUND	482.41
103 000 042	5,448.55
FUND STREET FUND	5,448.55
104 000 042	455.13
FUND ARTERIAL STREET FUND	455.13
105 000 072	1,005.97
FUND LIBRARY FUND	1,005.97
108 000 019	30.33
FUND STADIUM FUND	30.33
230 000 082	303.50
FUND 1996 G/O BOND REDEMPTION FUND	303.50
332 000 082	115,343.09
FUND PWTF SEWER CONSTRUCTION FUND	115,343.09
401 000 035	25,060.29
FUND SEWER FUND	25,060.29
412 000 037	39,149.71
FUND SOLID WASTE FUND	39,149.71
425 000 039	329.71
FUND STORMWATER	329.71
TOTAL	274,847.96

CITY COUNCIL AGENDA
REGULAR MEETING

APR 8 2009



7:00 P.M. COUNCIL CHAMBERS CITY OF SEDRO-WOOLLEY
AGENDA NO. 3C Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9924
Fax (360) 855-9923

Bill Chambers
IT Director

MEMO TO: City Council
FROM: Bill Chambers
RE: Public Purchase Agency User Agreement: Recommendation
DATE: March 3, 2009

ISSUE: Should the Council authorize the Information Technology Director to accept terms of the Public Purchase Agency User Agreement?

BACKGROUND: The City currently maintains an internal Vendor List on an Excel spreadsheet. Updates to existing vendor information and add/remove of vendors is performed by Finance staff only when vendors notify them of a change. It is difficult to keep the information on the list accurate. City staff uses the Vendor List to solicit bids or proposals from members, but it is a manual process and could be abused to favor certain companies over others. The State Auditors have mentioned that we should improve this process.

We have an opportunity to have our Vendor List maintained on the Public Purchase website (www.publicpurchase.com). This is a free service to public sector organizations who register as "agencies" on the system. Vendors may also register and use the system for free. Agencies and vendors can cancel their participation at any time without penalty. We can import our existing Vendor List initially, but the vendors will be responsible for maintenance and accuracy of their own information within the system. Vendors are automatically notified when a new RFP is activated that matches the contracting categories their company has designated. The system is similar to our Small Works Roster that is maintained by MRSC, but focuses on larger projects and has many more useful features.

RECOMMENDATION: Motion to authorize the Information Technology Director to accept the attached terms of the Public Purchase Agency User Agreement, for maintaining a Vendor List at no cost to the City of Sedro-Woolley.

AGENCY USER AGREEMENT

Below are the terms and conditions under which you (as an Institutional Buyer) may have access to our online auction system to requests quotes, proposals, and information; to accept bids; and to award contracts. By accessing our system, you agree to these terms and conditions.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms will automatically be effective ten (10) days after they are initially posted on our site. This Agreement may not be otherwise amended except in writing signed by you and us (Public Purchase, LLC hereinafter referred to as "P2")

1. Eligibility. Our system is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, our system is not available to minors (under 18 years of age) or to those suspended from its use. If you do not qualify, please do not use our system. Furthermore, you may not assign or transfer your account or user identification with us to any other party.
2. Fees. None. Your use of the P2 system is free.
3. Communication System Only. Although our system is sometimes called an online auction system, we do not perform the function of a traditional auctioneer. You acknowledge that our site merely provides the communication system and means to allow you to request bids and quotations and buy products and services. We are not involved in the actual transaction between Vendors and Buyers. As a result, we do not verify or have any control over the quality, safety or legality of the items sought or offered, the identity of each Vendor, the truth or accuracy of bids, quotations, or statements made, or the ability of Vendors to sell or deliver products or services. Please use caution, common sense, and practice safe trading when using our site. We do not ensure that a Vendor will actually complete a transaction. You may wish to take steps to confirm identities and provide additional security to the transaction.
4. Release. Disputes between Buyers and Vendors will be settled between them without our involvement, and we will have no liability whatsoever arising

from communications or transactions made. Because we are not involved in the actual transaction between Buyers and Vendors, in the event of any dispute, you release P2 ("us"), and our officers, directors, agents, subsidiaries and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. Requesting Quotations and Buying. As a Buyer, you must be legally and financially capable of buying the items for which quotations are requested. Your requests for quotations may only include text descriptions, graphics, pictures and other content relevant to the purchase of that item.

6. Fraud or Manipulation. We may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with our site. Neither Buyers, nor Vendors may manipulate the price of any item, nor interfere with other user's communications or transactions.

7. Accuracy of Information and Restrictions. You are solely responsible for all information you provide to us or other users on our site or in connection with the registration, request for quotes or proposals, bidding, or sale process ("Your Information"). We act as a passive conduit for the online distribution and publication of Your Information. You agree that Your Information will not be false, inaccurate or misleading.

8. Access and Interference. Our site contains robot exclusion headers and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained therein without our prior expressed written permission. You agree that you will not use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of our site or any transaction being communicated or conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real time basis and is proprietary or is licensed to us by our users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly

display any content (except for Your Information) from our site without the prior expressed written permission of P2.

9. Breach. Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to our site and system and refuse to provide our services to you: (a) if you breach this Agreement or the documents it incorporates by reference; (b) if we are unable to verify or authenticate any information you provide to us; or (c) if we believe that your actions may cause legal liability for you, our users or us.

10. Warranty. WE PROVIDE OUR SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

11. Liability Limit. IN NO EVENT WILL WE OR OUR SUBCONTRACTORS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE)

OUR LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$100. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. Legal Compliance. You will comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your requesting quotations, submitting quotations, bidding, listing, purchase, solicitation of offers to purchase, and sale of items.

13. No Agency. You and P2 are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

14. Notices. Except as explicitly stated otherwise, any notices will be given by postal mail to P2, 1881 West 820 North Suite #1, Provo, UT 84601 (in the case of P2) or to the address you provide to P2 during the registration process (in your case). Notice will be deemed given 3 days after mail is sent, unless the sending party is notified that the mail address is invalid.

15. Arbitration. Any legal controversy or legal claim arising out of or relating to this Agreement or our services (excluding legal action taken by P2 to obtain an injunction relating to, the P2 site, operations, intellectual property, and our services) that the parties to this Agreement are unable to resolve within thirty (30) days after written notice by one party to the other of the existence of such controversy or claim, will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in your home state, and judgment on the arbitration award may be entered into any state or federal court within your home state having jurisdiction thereof. Either you or P2 may seek any interim or preliminary relief from a court of competent jurisdiction in your home state necessary to protect the rights or property of you or P2 pending the completion of arbitration. Each party will bear their own attorneys' fees. The fees and expenses of the arbitrators will be apportioned between the parties by the arbitrator in accordance with the findings and results of the arbitration. Should either party file an action contrary to this provision, the other party may recover attorneys' fees and costs up to \$1000.00.

16. General. We do not guarantee continuous or uninterrupted access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by P2, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

Sedro-Woolley Police Department

CITY COUNCIL AGENDA
REGULAR MEETING

APR 8 2009

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

Memo

To: Mayor Mike Anderson
Members of the City Council

From: Chief Doug Wood

Date: 4-2-09

Re: Edward Byre Memorial Justice Assistance Grant

There is \$15,398 available to the city of Sedro-Woolley in this grant. This is part of the American Recovery and Reinvestment Act of 2009. One of the elements of the grant is to provide funds to local law enforcement money to improve the functioning of the criminal justice System and to prevent crime.

There is a very short period of time to plan for this grant. I met with a couple of Officers and discussed any equipment needs that we may have. The Sedro-Woolley Police Department does not have any tactical equipment. We are partnering with the Skagit County Sheriff's Office and have one of our Officers on their tactical unit. He has completed his training and is ready to be on call with them. The rest of the department has no real equipment available to them. We hope that there is never a time where we need the equipment however our department is the first line of defense in the event of serious incident.

We have seven schools, many adult facilities and a hospital in our city. We would like to use this money to purchase this basic tactical equipment so our officers can be better equipped to respond in the event of this kind of emergency. We would also finish outfitting our tactical officer.

Along with this equipment Sergeant McIlraith along with some of our other trainers will develop a training program for our officers in responding critical incidents in our schools and larger facilities. We will also go into the schools and train their staff in things to watch for to prevent violence and educate them on the active shooter methods of responding to violent incidents.

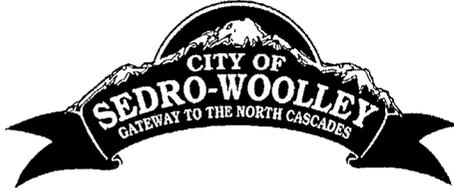
This plan will serve the public well in making our community safer and we will be better prepared to respond in the event of an emergency.

Action requested:

Review plan in public meeting and a motion by the city council authorizing the Police Chief to apply for this grant.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 8 2009



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
RE: Proposed resolution declaring certain items surplus
DATE: April 3, 2009

ISSUE: Should the Council approve the attached resolution declaring a list of controlled property and authorizing the Mayor to sell/dispose of them?

BACKGROUND: All items on this list are no longer needed by the City and have been replaced as required.

RECOMMENDATION: Motion to approve the resolution.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION

WHEREAS, the City has purchased the property and/or equipment identified herein; and

WHEREAS, the property and/or equipment identified is surplus to the needs of the City; now, therefore,

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

Section 1. The City Council does hereby declare the following to be surplus:

ITEM	TAG	SERIAL	MAKE	MODEL	DESCRIPTION
1	2308	1G3-75029620	CTX		CRT DISPLAY
2	2898	1J07DN94TA0S	COMPAQ	P3600	LAPTOP COMPUTER
3	2078	JPCD001120	HP	COLOR LASERJET 4500N	LASER PRINTER
4		LN8B4051227	3COM	OFFICECONNECT	FIREWALL
5	2692	LN8B3D29A68	3COM	OFFICECONNECT	FIREWALL
6	2760	FICZ34095730U	PROVIEW		LCD DISPLAY
7	2690	01B410897262	WESTELL	WIRESPEED	DSL MODEM
8	2531	AP0002BDA01536	FUTURE POWER	17DB06	CRT DISPLAY
9	2859	TTB901300358	HEWITT RAND	C7B2R	CRT DISPLAY
10	2784	1BHTR62	DELL	E772C	CRT DISPLAY
11	2086	843BF28AC169	COMPAQ	V55	CRT DISPLAY
12		6J1BKBSZ5003	COMPAQ	EVO N600C	LAPTOP COMPUTER
13	2321	W1G7Z	DELL	TS30T	LAPTOP COMPUTER
14	NONE	2649922	TOSHIBA	SATELLITE PRO T2150CDS	LAPTOP COMPUTER
15		1LHDV51	DELL	LATITUDE 100L	LAPTOP COMPUTER
16	2896	6J1BKBSZ502A	COMPAQ	EVO N600C	LAPTOP COMPUTER
17	2897	1J07DN94TA0F	COMPAQ	ARMADA E500	LAPTOP COMPUTER
18	2923	9017DZS3K052	COMPAQ	SP750	COMPUTER
19	2931		ANTEC	CUSTOM-BUILT	COMPUTER
20		D9435090003031	MURATEC	F-360	FAX MACHINE
21		USC1008485	HP	LASERJET 5000 GN	LASER PRINTER
22		U818BYJ40247	COMPAQ	HB3230	NETWORK HUB
23		U818BYJ40299	COMPAQ	HB3230	NETWORK HUB
24	2008	A527802203	TRENDNET	TE-1820	NETWORK HUB

Section 2. The Mayor is directed to sell, recycle or otherwise dispose of the surplus property in any manner he determines to be in the best interest of the City and execute any necessary paperwork to effectuate the transfer.

PASSED by majority vote of the members of the Sedro-Woolley City Council
this 8th day of April, 2009

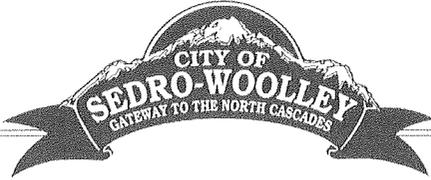
Mike Anderson, Mayor

Attest:

Patsy Nelson, Clerk/Treasurer

Approved as to form:

Eron Berg, City Attorney



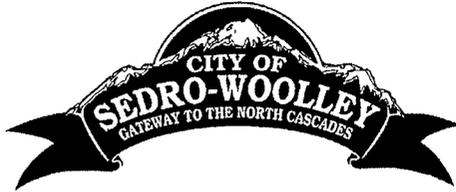
SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

UNFINISHED
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

APR 8 2009



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

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Franchise ordinance with Cascade Natural Gas
DATE: April 8, 2009

ISSUE: Should the Council adopt the attached ordinance extending Cascade Natural Gas Corporation's franchise?

BACKGROUND: This was first presented at your March 25 meeting. Since that time, Public Works Director Freiburger has reviewed the proposed ordinance and did not recommend any changes. A representative from Cascade Natural Gas is planning to be in attendance to answer any questions for you tonight.

RECOMMENDATION: Motion to adopt Ordinance _____-09 an ordinance granting a franchise agreement to Cascade Natural Gas.

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO CASCADE NATURAL GAS CORPORATION, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND PRIVILEGE TO USE AND OCCUPY THE STREETS, AVENUES, LANES ALLEYS, HIGHWAYS AND OTHER PUBLIC PLACES OF THE CITY OF SEDRO-WOOLLEY, STATE OF WASHINGTON, FOR THE PURPOSE OF SUPPLYING, DISTRIBUTING AND SELLING GAS TO THE INHABITANTS OF THE CITY, AND ELSEWHERE; AND THE RIGHT AND PRIVILEGE OF CONSTRUCTING, AND THEREAFTER MAINTAINING A GAS WORKS, MAINS, SERVICE PIPES AND OTHER NECESSARY EQUIPMENT IN SAID CITY, FOR THE DISTRIBUTION OF GAS FOR FUEL, POWER, HEAT AND OTHER PURPOSES.

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

Section 1. That Cascade Natural Gas Corporation, its successors or assigns (hereafter designated as "Grantee"), is hereby granted the right and privilege to construct, maintain, use, own and operate a gas works, within the corporate limits of said City of Sedro-Woolley, Washington (hereinafter designated as the "City"), as the same now or may hereafter be extended, and to construct, lay, maintain and operate along the streets, avenues, lanes, alleys, highways and other public places in the said City of Sedro-Woolley, a system of mains, pipes and the necessary attachments and appurtenances for the storage, conveyance, distribution and sale of gas for fuel, power, heat and other purposes in the City of Sedro-Woolley, Washington, and elsewhere, and for the storage, distribution and sale of natural gas. Such right and authority, permission and power is hereby granted for a term of ten (10) years from and after the date of the final acceptance of this Ordinance

by the Grantee, herein referred to as the primary term. This franchise will automatically renew for successive periods of five (5) years each unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term or the then current successive term.

Section 2. That the rates to be charged for gas for fuel, power, heat and other purposes by the Grantee, and character of the service to be rendered by the Grantee shall be such as shall be prescribed by the Washington Utilities and Transportation Commission, of said state having jurisdiction over said matters under the laws thereof.

Section 3. That the Grantee shall not lay its gas mains, pipes, services, attachments and appurtenances so as to interfere with or obstruct the drainage of said City or the construction of sewers or underground fixtures for the conveyance of water or the necessary and proper use of said streets, avenues, lanes, alleys, highways, and other public places. The Grantee shall with reasonable promptness restore the surface of said streets, avenues, lanes, alleys, highways and public places in which it shall make excavations to as good condition as they were before the commencement of such work as near as practicable subject to the approval of the City Engineer, and during the progress of such work, the Grantee shall be responsible for keeping such streets and other places guarded, in order to prevent accident to persons or property. The City, upon 30 days' notice to the Grantee,

may at any time do, or order to have done any and all work that they consider necessary to restore to a safe condition any such street, alley or other public place left by the Grantee or its agents in a condition dangerous to life or property, and Grantee upon demand, shall pay to the City all costs of such work, provided, that in the event of an emergency, the City is not required to provide any notice before conducting the work. In case of any future improvement or construction of sewers or underground fixtures for the conveyance of water or of any of the streets, avenues, lanes, alleys, highways and public places where any gas mains, pipes, services, attachments, appurtenances of the Grantee may be situated, and it is necessary to change the location of the same in connection with said improvement or construction, the Grantee shall, upon reasonable notice by the City and after reasonable evaluation of alternatives by the City in cooperation with the Grantee, at its own expense, move and change any gas main, pipes, services, attachments or appurtenances to conform to such public improvement. The City will avoid the need for such moving or changing whenever possible. If the City requires the subsequent relocation of the same facility within five (5) years of the initial relocation, City shall bear the expense of the subsequent relocation. In the event Federal, state or other funds are available in whole or in part for utility relocating purposes, the City should apply for such funds and the Grantee will be given credit to the extent any such funds are actually obtained subject to a

reasonable administrative fee for the City's costs in securing and administering the grant including any resulting audit fees of the grant program. The City agrees to protect Grantee's rights by retaining easements for its facilities located within public rights of ways being vacated by Ordinance. If Grantee's facilities must be relocated from a vacated public right of way, the petitioners of said vacation will bear the expense of moving said facilities.

Section 4. That whenever the Grantee shall desire to excavate in any street, alley or other public place for the purpose of laying gas mains, pipes or other appurtenances, including service pipes, it shall apply to said City for a permit to do so and shall secure such permit prior to initiating work in accordance with current city public works requirements. The parties acknowledge that from time to time Grantee is required to make emergency excavations without allowing the standard notification to the City in order to maintain safe operation of the natural gas system and respond to third party incidents that may occur. Grantee will notify the City as soon as reasonably possible after the emergency; said emergency does not relieve Grantee from compliance with the city standards.

Section 5. This franchise is granted upon the express condition that it shall not be deemed or held to be an exclusive franchise and shall not in any manner prohibit the City from granting other and future franchises over, upon and along any of said public streets, avenues, alleys, highways,

public or municipally owned places, and failure on the part of Grantee to comply in any respect with any of the provisions of this Ordinance shall be grounds for forfeiture of the grant.

Section 6. The franchise hereby granted shall not be leased, assigned or otherwise alienated by the Grantee to any third party without the express consent of the City by ordinance passed for that purpose, and no rule of estoppel shall ever be invoked against the City in case it shall assert the invalidity of any attempted transfer in violation of this section. Notwithstanding anything to the contrary herein contained, permission is hereby granted to the Company to mortgage this franchise, together with the gas utility facilities and properties of the Company, within the City to secure any legal bond issue or other bonafide indebtedness of the Company, and express consent is hereby given to the mortgaging and assignment for security purposes of said franchise, facilities and properties by the Company to the Chase Manhattan Bank, N.A, with no requirement that the Trustees file any acceptance of this franchise and the liabilities and obligations of said Trustees shall in any event be limited to the properties and assets of the Company comprising the trust estate.

Section 7. And if at any time the city is subjected to liability for injury to persons or property growing out of the actions of the Grantee, its agents, servants or employees, in connection with the operations of the Grantee, the Grantee shall fully indemnify and hold the City harmless from any and

all such liability; provided, however, that in case suit be instituted against the City, the City shall promptly notify the Grantee of such suit, giving it ample and reasonable time to defend the same. Grantee agrees that during the life of its franchise and/or renewals thereof, it will maintain in full force and effect, with a carrier or carriers licensed to do business in the State of Washington, certificates of insurance providing for appropriate coverage and limits of liabilities, as required by the City.

Section 8. The Grantee herein agrees as part of the consideration of this franchise to pay promptly any and all licenses and taxes legally levied by the City.

Section 9. Grantee shall within thirty (30) days of the passage of this Ordinance, file with the City Clerk its written acceptance of all the terms and conditions of the Ordinance, and if such acceptance is not filed as herein provided, this Ordinance shall be null and void and of no force or effect.

Section 10. If any section, subsection, sentence, clause or phrases of this ordinance is for any reason held invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this ordinance shall not abate, reduce or otherwise affect any

consideration or other obligation required of the Grantee.
All ordinances and parts of ordinances in conflict with the
provisions of this ordinance are hereby repealed.

Section 11. That this Ordinance shall be in full force
and effect upon the passage thereof by the City Council and
approved by the Mayor.

Introduced and read at the Sedro-Woolley City Council
meeting held _____, 2009.

Passed by the City Council this ____ day of _____, 2009.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

The terms and conditions of the foregoing Franchise Ordinance Number _____ are hereby accepted this _____ day of _____, 2009.

Cascade Natural Gas Corporation

BY: _____
Daniel E. Meredith
Designated Engineer

Attest:

Larry C. Rosok
Assistant Corporate Secretary

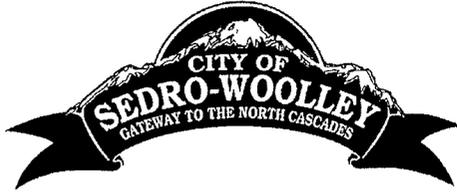
Above acceptance received by:

City Clerk

Dated: _____

CITY COUNCIL AGENDA
REGULAR MEETING

APR 8 2009



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

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Special events/parades ordinance
DATE: April 8, 2009

ISSUE: Should the Council adopt the attached ordinance creating a process of reviewing and permitting special events and parades?

BACKGROUND: This item is a follow up from the March 25 meeting. The attached ordinance creates a process for permitting and approving special events including street closures, use of parks, etc., for parades, events, and other activities. There is no fee for this permit. However, with approval, the City may require that the permittee pay for extra help in the form of law enforcement, fire support, street, cleaning, solid waste, etc., and the City will require proof of insurance to address risk from the event.

The proposed ordinance includes a couple of minor changes recommended by Patsy. Unless the Council is interested in other changes, I believe this is ready for your consideration as an action item.

RECOMMENDATION: Motion to adopt Ordinance _____-09, an ordinance creating a process for permitting special events and parades on city land and rights of way.

Ordinance No.

AN ORDINANCE ADDING A NEW CHAPTER TO TITLE 12 OF THE SEDRO-WOOLLEY MUNICIPAL CODE, CREATING A PROCESS FOR PERMITTING SPECIAL EVENTS AND PARADES ON CITY LAND AND RIGHTS OF WAY.

Whereas, the City of Sedro-Woolley has a rich history of public events, activities, festivals and parades;

Whereas, in recent years, different groups have requested authorization to close City streets and/or use City parks for new events, parades and activities;

Whereas, the City Council for the City of Sedro-Woolley wishes to encourage the community to continue to expand these community events through a simple, easy to understand process of approval from the City; and

Whereas, the City Council of the City of Sedro-Woolley finds that it is in the best interest of the City and the people of the City to establish a process for permitting parades, special events and other festivals on City rights of way and/or within City parks.

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

Section 1. A new chapter to Sedro-Woolley Municipal Code, Title 12 is hereby as set forth on the attached Appendix A and incorporated by reference.

Section 2. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. After passage, approval and publication as provided by law, this ordinance shall take effect August 1, 2009.

Passed and approved this 8th day of April, 2009.

MAYOR MIKE ANDERSON

Attest:

CHRISTINE SALSEINA, DEPUTY CLERK

Approved as to form:

ERON BERG, CITY ATTORNEY

Appendix A

Chapter 12. __

SPECIAL EVENTS, PARADES & FESTIVALS

Sections:

12. __.010	Purpose and intent.
12. __.020	Definitions.
12. __.030	Permit.
12. __.040	Deposit required.
12. __.050	Insurance.
12. __.060	Permit issuance standards – Issuance or denial.
12. __.070	Traffic control.
12. .080	Appeal procedure.
12. .090	Permit revocation.
12. .100	Interference with events.
12. __.110	Community events.
12. .120	Violation.

12. __.010 Purpose and intent.

- (1) The purpose of this chapter is to provide reasonable supervision of any movement of persons or vehicles within the limits of the city by way of runs, parades, street dances, special events, or other demonstrations or exhibitions, for the protection of persons and property.
- (2) The intent of this chapter is to allow community-based organizations to sponsor special events on public thoroughfares and public lands, and to provide guidelines that protect the public's health, safety and welfare.
- (3) It is the express intent of the City Council to support and encourage community-sponsored special events.

12. __.020 Definitions.

- (1) "Committee" means the city special events committee, which shall consist of the mayor, city supervisor, police chief, fire chief and public works department designee.
- (2) "License" and "permit", unless the context in which it is used clearly indicates otherwise, as used in this chapter both mean the official approval or authorization of the city to carry on or conduct the special event or activity for

which such license or permit is required pursuant to the provisions of this chapter.

- (3) “Motorcade” means any organized procession containing 10 or more vehicles, except wedding and funeral processions, upon a public street, sidewalk, alley or public right-of-way.
- (4) “Parade” means any march or procession consisting of people, animals, bicycles, vehicles, or combination thereof, except wedding processions and funeral processions, upon any public street or sidewalk which does not comply with normal and usual traffic regulations or controls.
- (5) “Run” means an organized procession to contend in a race consisting of people, bicycles, or other vehicular devices or combination thereof containing 10 or more persons upon a public street or sidewalk.
- (6) “Street” or “streets” mean any public roadway, sidewalk or portions thereof in the city of Sedro-Woolley dedicated to the public use.
- (7) “Street dance” means any organized dance of three or more couples on any public street, public sidewalk, or publicly owned parking lot.
- (8) “Temporary special event” means any fair, show, festival, or other attended entertainment or celebration, conducted by a nonprofit public service organization, which entertainment is not of a political, religious or commercial nature; and which event is to be held in whole or in part upon publicly owned property and/or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public of public property or public rights-of-way within the vicinity of such event.

12. __.030 Permit.

- (1) **Permit Required.** It is unlawful to conduct any parade, temporary special event, run, street dance or motorcade in, on, or along any public street, alley, sidewalk, or other public way or place in the city, unless a permit therefore is first obtained from the city’s finance department, upon which license the route to be followed, the purpose of the parade, demonstration or exhibition shall be specified and approved.
- (2) **Application Requirements.** Any nonprofit public service organization which wants to conduct a temporary special event shall apply to the city’s finance department for a permit, at least 45 days, but not more than 365 days, in advance of the date of the proposed temporary special event. Additional information may be required as deemed necessary by the mayor, city supervisor, police chief, fire chief, or public works department, for the

protection of the public safety. The finance department is directed to prepare and maintain an application form for this purpose.

12. __.040 Deposit required.

If the city special events committee requires the event to include additional police or fire protection or work from the street department or solid waste department, or other city department, the committee shall meet with a representative of the sponsoring organization and set a deposit in the amount that will cover those expenses. The amount of the deposit shall not exceed \$1,000.00 without the approval of the City Council. The actual costs shall be paid by the sponsoring organization within seven days of the billing from the City.

12. __.050 Insurance.

- (1) Required. If required, the applicant shall show proof of liability insurance. A specimen copy shall be filed with the application.
- (2) Save Harmless Agreement. At the time that a permit is issued, the permittee shall file with the city a save harmless agreement in which the permittee agrees to defend, pay, and save harmless the city, its officers and employees, from any and all claims, real or imaginary, which may be filed against the city, its officers or employees, where such claim arises in whole or in part out of the activities for which such permit is issued; excepting therefrom, any claims arising solely out of the negligent acts or omissions of the city, its officers and employees. The City Attorney is directed to prepare and maintain a form agreement for this purpose.

12. __.060 Permit issuance standards – Issuance or denial.

The city special events committee shall be responsible for issuing the permit. In reviewing the application for the purpose of determining whether the permit should be issued or denied, the committee may seek consultation with other city officials and shall make such review in conformance with the following standards:

- (1) The time, hours, location, and size of the temporary special event will unnecessarily disrupt the movement of other traffic within the city;
- (2) The location of the temporary special event would cause undue hardship for adjacent businesses or residents;
- (3) The temporary special event is of a size or nature that requires the diversion of so great a number of police officers of the city to properly police the event, site, and areas contiguous thereto,

that allowing the special event would unreasonably deny police protection to the remainder of the city and its residents;

- (4) Failure to arrange for or to remit by the applicant or person conducting or sponsoring the same, all fees, charges, deposits, taxes, insurance or bonds, if any, required by the city, including any department thereof for the use of the public place where it is proposed to conduct or to hold such special event;
- (5) The city resources required to support the special event are out of proportion to the reimbursed expenses to be received by the city from the holding of the special event;
- (6) The information contained in the application is found to be false or nonexistent to a material degree;
- (7) The applicant refuses to agree, to abide or comply with all of the conditions and terms of the permit;
- (8) It is found that the purpose of the temporary special event is principally devoted to the advertising of a commercial product or for a private commercial process.

12. __.070 Traffic control.

- (1) Traffic Control. The chief of police may require any reasonable and necessary traffic control. If such traffic control cannot be handled by the sponsor and shall require the deployment of additional police personnel, the permittee shall be responsible for the expense. The city clerk shall notify the applicant(s) of the actual projected expense and collect this amount before a permit is issued.
- (2) Police Escort Required. All parades, runs and motorcades shall have a police escort which shall be either appointed or approved by the chief of police.

12. __.080 Appeal procedure.

Upon denial of a permit by the committee, an applicant may appeal to the city council by filing a written notice of appeal for hearing by the city council at its next meeting. Upon such appeal, the city council may reverse, affirm, or modify the committee's determination.

12. __.090 Permit revocation.

- (1) Revocation of Permit. Any permit for a temporary special event issued pursuant to this chapter may be summarily revoked by the mayor at any time when, by

reason of disaster, public calamity, riot, or other emergency, the committee determines that the safety of the public or property requires such revocation. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or certified mail at the address specified by the permittee in his application.

12. __.100 Interference with events.

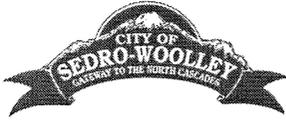
Interfering with or obstructing a parade or run is prohibited. All persons, except those participating in parades or runs shall keep off streets, alleys, or other public rights-of-way temporarily closed for parades or runs and it is unlawful for any person to leave any vehicle upon any street, knowing that the same has been cleared for parade or run purposes. It shall be unlawful for any pedestrian, equestrian, or the operator of any vehicle to pass through or drive between the vehicles, units or floats comprising a parade or motorcade where such parade or motorcade has been granted a permit pursuant to this chapter, provided that this shall not prohibit the operation of emergency vehicles, nor prevent the passage of such vehicles or persons at intersections where traffic is controlled by police officers of the city. Any person violating this section shall be guilty of a misdemeanor punishable in accordance with SWMC 9.86.010.

12. __.110 Community events.

Those events included in SWMC 12.36.025 as community events shall comply with the provisions of this chapter, but shall not be required to make a deposit or pay for the costs associated with traffic control, clean-up or other city expenses.

12. __.120 Violation - crime.

- (1) Violation. Violations of the specifics and requirements of this chapter shall be grounds for refusal of the issuance of future permits.
- (2) Violation – Crime. Any person, firm or corporation violating any of the provisions of this chapter shall be guilty of a misdemeanor punishable in accordance with SWMC 9.86.010.



CITY OF SEDRO-WOOLLEY SPECIAL EVENTS APPLICATION

Date of Application: _____

APPLICANT/CONTACT NAME: _____

Phone _____

E-Mail _____

SPONSORING ORGANIZATION:

Name _____

Mailing Address _____

City _____ State _____ ZIP Code _____

Phone _____

PROPERTY OWNER:

Name _____

Mailing Address _____

City _____ State _____ ZIP Code _____

Phone _____

Have you been granted permission by the property owner? Yes _____ No _____

Date(s) of Event: _____

Hours of Event: _____

Parade/event contact person #1: _____

Contact phone numbers: Work: _____ Cell: _____

Parade/event contact person #2: _____

Contact phone numbers: Work: _____ Cell: _____

Note: We must have cell phone contact information for the day of the parade or event.

PURPOSE OF EVENT:

LOCATION OF EVENT:

Will you be using a banner? Yes _____ No _____

If yes, please refer to the attached diagram for required specifications.

Community Impact

PLANNING MEETING:

- Meet with Police & Fire Departments Initials _____
- Meet with Street & Parks Departments Initials _____

CITY STREETS

- Blocked (Barriers, or blockage of more than one hour)
- Blocked (Less than one hour)

Explanation: _____

- Parade (Route, etc.) *Please provide a map of the planned route*
- Other (*please explain*) _____

PUBLIC FACILITIES

CITY PERSONNEL IMPACT

- Park
- Buildings
- Solid Waste (identify number and location of cans/dumpsters separately)
- Other _____

- Police Dept-Estimated Hours _____
- Street Dept-Estimated Hours _____
- Fire Department
- Other (*please explain*) _____

OTHER

- Local Merchants
- City Equipment

Note: *The following may be required:*

- Evidence of Insurance
- Hold Harmless Agreement
- Traffic Plan & Parking Plan
- Porta-potties & Trash cans/dumpsters

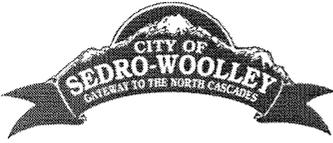
This application will be reviewed by the City of Sedro-Woolley. Prior to approval or denial, a meeting with the applicant may be held to discuss concerns of any of the parties. Additional information which may help the Committee make a decision should be attached to this completed form.

Requests for a Special Event must be requested at least 45 days in advance.
Decisions of the Special Events Committee may be appealed to the City Council.

Applicant Signature

Date

<u>OFFICE USE ONLY</u>		
_____ Mayor	_____ City Supervisor	_____ Police Chief
_____ Public Works Director	_____ Fire Chief	_____ Solid Waste
Approved With Conditions: _____		
Denied: _____		



**CITY OF SEDRO-WOOLLEY
HOLD HARMLESS AGREEMENT
STREET EVENT**

THE UNDERSIGNED, _____, of _____,

Washington, hereby agrees to indemnify and hold the City of Sedro-Woolley, it's employees, elected officials, insurers and volunteers harmless from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises from any activity, work or thing done, permitted, or suffered by User in or about the Rights of Way, except only such injury or damage as shall have been occasioned by the sole negligence of the City, whatsoever, arising from _____

_____ on the Rights of Way of the City of Sedro-Woolley, and to defend the City against any claim and/or pay any judgment related in any manner to the approval and/or conduct of such event.

The undersigned further agrees to conduct said event in a safe manner, so that it is not a hazard to pedestrian or vehicular traffic, and to conform to all zoning, traffic and safety ordinances of the City of Sedro-Woolley.

The undersigned further agrees to remove debris and/or barricades on or before _____, or immediately in the event it should be deemed by the City (Police Chief, Fire Chief, Public Works Director) to be hazardous to the health, safety and welfare of the City.

Insurance Requirements:

The User shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with use of the Premises.

User shall provide a certificate of insurance evidencing:

General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an additional insured on User's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

The User shall provide a certificate of insurance evidencing the required insurance before using the premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A;VIL

Additional Alcohol Insurance Requirement:

If Alcohol is available for consumption on premises, whether sold or not, User shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000.000 each occurrence. The City is to be named as an additional insured on the Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the City.

Dated this _____ day of _____, 20_____

Signature

Print Name

For: _____

NEW
BUSINESS

APR 8 2009

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

Memorandum

To: Mayor Anderson and City Council

From: Patsy Nelson

Date: 4/6/2009

Re: 2009 Budget Amendment #2

Issue: Should the Council adopt the attached ordinance which amends the 2009 budget?

Background information: The proposed changes to the 2009 Budget are primarily due to revenue shortfalls.

Revenue Expenditures

General Fund

(Transfer of REET monies for purchase of land for Fire Department, reduce police salaries, transfer arterial street monies for staff time on Fruitdale-McGarigle project, reduce sales tax revenues, and reallocation of property taxes from other depts)

001.000.000.311.10.00.00 Property Taxes	61,000	
001.00001.000.000.313.10.00.00 Sales Tax Revenue	-258,800	
001.000.000.397.23.00.00 Transfer from REET	235,000	
001.000.000.397.02.00.00 Transfer from Arterial St	114,320	
001.000.021.521.20.11.00 Police Dept. Salaries		-83,480
001.000.022.594.22.61.00 Land Acquisition Fire Dept		235,000

Parks Fund

(Donation from Rotary and reduce expenditures due to reallocation of property taxes)

101.000.000.311.10.00.00 Property tax revenues	-40,000	
101.000.000.367.50.00.00 Donation	2,400	
101.000.076.596.76.63.10 Play equipment-Riverfront		2,400
101.000.076.597.90.00.00 ERR		-20,000
101.000.076.576.80.12.00 Extra Help		-20,000

	<u>Revenue</u>	<u>Expenditures</u>
<u>Streets</u>		
<i>(Reduce expenditures and sales tax revenue)</i>		
103.000.000.311.10.00.00 Sales Tax Revenue	-32,000	
103.000.042.542.30.12.00 Extra Help		-12,000
103.000.042.597.90.00.00 ERR		-20,000
 <u>Arterial Streets</u>		
<i>(Transfer funds to general fund to cover staff time on Fruitdale/McGarigle project)</i>		
104.000.042.597.00.10.00 Transfer to General Fund		114,320
104.000.042.595.64.00.03 Fruitdale/McGarigle Project		-114,320
 <u>Library Fund</u>		
<i>(Receipt of an early learning grant from Volunteers of America and reduce expenditures as a result of reallocation of property taxes. The Library Board will recommend which line items.)</i>		
105.000.000.311.10.00.00 Property Taxes	-21,000	
105.000.000.367.00.00.00 Library Grant	1,000	
105.000.072.572.20.49.35 Early Learning		1,000
105.000.072. Various expenditures		-21,000
 <u>Reserve Current Expense Fund</u>		
<i>(Fire Department land acquisition transfer)</i>		
302.000.000.597.00.00.00 Transfer to General Fund		235,000
302.000.099.508.00.00.00 Ending Cash		-235,000
 <u>Equipment Replacement Fund</u>		
<i>(To reduce expenditures as a result of property tax reallocation and sales tax shortfall)</i>		
501.000.000.397.42.00.00 Streets Transfer	-20,000	
501.000.000.397.79.00.00 Parks Transfer	-20,000	
501.000.101.596.76.64.00 Parks Equip & Vehicles		-20,000
501.000.103.596.42.64.00 Street Equip & Vehicles		-20,000

Recommendation: Approve Ordinance # -09, an Ordinance amending Ordinance No. 1624-08 entitled, "An Ordinance adopting the Annual Budget for the City of Sedro-Woolley for the fiscal year ending December 31, 2009."

AN ORDINANCE AMENDING ORDINANCE 1624-08 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2009.

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2009 Budget.

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

Section 1. The 2009 Budget, adopted by Ordinance 1624-08, and passed by the City Council on November 25, 2008 and is hereby amended as set forth in this Ordinance.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2009 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2009 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	4,764,435
101 PARKS FUND	718,574
102 CEMETERY FUND	175,237
103 STREET FUND	779,097
104 ARTERIAL STREET FUND	8,778,197
105 LIBRARY FUND	307,965
106 CEMETERY ENDOWMENT FUND	107,596
107 CUM RESERVE FOR CITY PARKS FUND	7,739
108 STADIUM FUND	76,658
109 SPECIAL INVESTIGATIONS FUND	6,409
113 PATHS AND TRAILS FUND	40,644
205 G/O BOND REDEMPTION FUND 2008	250,696
206 G/O BOND 2008 RESERVE FUND	150,000
230 G/O BOND 1996 REDEMPTION FUND	285,709
302 CUM RES FOR C/E CAP OUT FUND	1,103,631
310 MITIGATION RES FOR POLICE FUND	28,465
311 MITIGATION RES FOR PARKS FUND	220,932
312 MITIGATION RES FOR FIRE FUND	130,062

332 PWTf SEWER CONSTRUCTION FUND	3,947,845
401 SEWER FUND	3,522,497
402 CUM RES FOR SEWER OPERATIONS FUND	404,925
407 98 SEWER REV BOND FUND	783,856
410 CUM RES FOR SEWER FACILITES FUND	4,344,284
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE FUND	1,799,760
425 STORMWATER FUND	295,344
501 EQUIPMENT REPLACEMENT FUND	762,581
621 SUSPENSE (SWSD)	100,500
 TOTAL ALL FUNDS	 34,270,120

Section 3. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 8TH DAY OF APRIL, 2009.

Mike Anderson, Mayor

ATTEST:

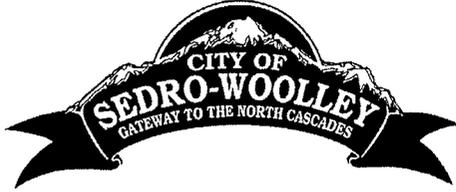
APPROVED AS TO FORM:

Finance Director

City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

APR 8 2009



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

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: COPS CHRP Grant
DATE: April 8, 2009

ISSUE: Should the Council authorize the Mayor and staff to apply for a COPS grant to hire up to two full-time police officers?

BACKGROUND: Under the ARRA signed into law by President Obama last month, the COPS program is funded with an additional \$1B to fund the hire or retention of sworn law enforcement officers in America.

As a result of Resolution 796-09 and anticipated Budget Amendment 2 from April 8, 2009 eliminating funding from the 2009 budget for the 15th officer, the SWPD is requesting authorization to apply for a COPS CHRP grant.

If the City is awarded a COPS grant to hire two additional officers, it will bring our total to 16 sworn officers (SWPD has had 14 officers for a number of years and only recently hired its 15th officer). The grant will pay 100% of the salary and benefits of the two officers for three years. The City will be responsible for patrol cars, equipment, overtime and retaining those officers in year four. We are also responsible for ensuring that these grant funds add to the PD budget and do not allow existing PD budget dollars to be transferred to other departments.

Attached is a fact sheet for the COPS grant. We are required to certify that we have the authority from and approval of the City Council to apply for these funds. The grant application deadline is April 14th.

RECOMMENDATION: Motion to authorize the Mayor and staff to apply for a COPS CHRP grant to hire up to two new full-time police officers.



Fact Sheet

www.cops.usdoj.gov

COPS Hiring Recovery Program

Strengthening Community Policing by Creating and Preserving Sworn Officer Positions

"Now is the time to act boldly and wisely — to not only revive this economy, but to build a new foundation for lasting prosperity."

— President Barack Obama

The COPS Hiring Recovery Program (CHRP) is a competitive grant program designed to address the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHRP provides funding directly to law enforcement agencies to hire new and/or rehire career law enforcement officers in an effort to create and preserve jobs, and to increase their community policing capacity and crime-prevention efforts. Up to \$1 billion in grant funding was appropriated for this initiative through the American Recovery and Reinvestment Act of 2009.

Supporting Local Law Enforcement

Nearly 15 years after the Violent Crime Control and Law Enforcement Act of 1994 was signed into law, the Office of Community Oriented Policing Services (COPS Office) continues to support the efforts of law enforcement agencies across the country as they develop creative and innovative ways to deal with long-standing community problems and public safety issues. CHRP is one of several hiring programs developed by the COPS Office since its inception to support law enforcement across the nation. This is particularly important as state, local, and tribal law enforcement agencies embrace the challenges of keeping communities safe while maintaining sufficient sworn personnel levels during times of economic hardship.

To date, the COPS Office has funded the addition of nearly 117,000 officers and awarded more than 40,000 grants to 13,300 state, local, and tribal law enforcement agencies to advance community policing.

Funding Provisions

The CHRP grant program is an open solicitation. All state, local, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. Applications for CHRP grants will be accepted online via the COPS Office web site at www.cops.usdoj.gov beginning **March 16, 2009** through **April 14, 2009**.

CHRP grants will provide 100 percent funding for approved entry-level salaries and fringe benefits of full-time officers for 36 months of grant funding. CHRP grants may be used on or after the official grant award start date to: (1) hire new officer positions (including filling existing officer vacancies that are no longer funded in an agency's budget); (2) rehire officers who have been laid off as a result of state, local or tribal budget cuts unrelated to the receipt of grant funding; or (3) rehire officers who are scheduled to be laid off on a specific future date as a result of state, local or tribal budget cuts unrelated



Below are a variety of resources to better enable law enforcement agencies to recruit, hire and retain officers.

Innovations in Police Recruitment and Hiring - Hiring in the Spirit of Service

www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=113

This publication discusses how agencies met their goals of hiring service-oriented recruits, the challenges encountered as well as lessons learned.

Recruitment, Hiring, and Retention Resources for Law Enforcement CD-ROM

www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=450

This CD provides resources to assist those responsible for finding, training, and retaining qualified staff.

Police Recruitment and Retention Clearinghouse

www.rand.org/ise/centers/quality/policing/cops/

The purpose of this website is to promote evidence-based personnel planning by making information on police staffing readily available for police decision makers in an easy to use, searchable form.

Discover Policing

www.discoverpolicing.org

This website offers first hand descriptions of law enforcement work and provides opportunities for potential recruits and agencies to connect.

Police Training Officer (PTO) CD-ROM

www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=491

This CD is a four-part compilation of resources of the COPS Office Police Training Officer (PTO) program, an innovative field training experience reflecting policing in the 21st century.

Additional COPS publications and resources are posted online at www.cops.usdoj.gov.

to the receipt of grant funding. CHRP grant awards will be made for officer positions requested in the three hiring categories. Recipients of CHRP grant awards are required to use grant funds for the specific hiring categories awarded and maintain documentation pertinent to the officers hired/rehired with CHRP grant funding. There is no cap on the number of positions an agency may request; however, awards will be limited to available funding. When determining how many officers to request, applicants should be cognizant of the initial three-year grant period and their agency's ability to fill and retain the officer positions awarded, while following their agency's established hiring policies and procedures.

There is no local match requirement for CHRP; however, grant funding requests must be based on the current full-time entry-level salary and fringe benefits package of an officer in the department. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the grantee agency.

The COPS statute nonsupplanting requirement mandates that CHRP funds must be used to supplement (increase) state, local or Bureau of Indian Affairs (BIA) funds that would have been dedicated toward sworn officer positions if federal funding had not been awarded. CHRP grant funds must not be used to supplant (replace) local funds that agencies otherwise would have devoted to sworn officer hiring. The hiring or rehiring of officers under CHRP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with local funds.

The American Recovery and Reinvestment Act (Recovery Act) requires grantees to report their financial and programmatic progress within 10 days after the end of each calendar quarter. The COPS Office plans to request information from grantees consistent with Section 1512 of the Recovery Act, including collecting information on the number of new jobs created and the number of jobs preserved using CHRP funding.

At the conclusion of federal funding, grantees must retain all sworn officer positions awarded under the CHRP grant for a minimum of 12 months following the 36-month grant period. The retained CHRP-funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. Applicants are required to affirm in their CHRP grant application that their agency plans to retain any additional officer positions awarded following the expiration of the grant and identify their planned source(s) of retention funding.

Contact the COPS Office

For more information about the COPS Hiring Recovery Program, please call the COPS Office Response Center at 800.421.6770, or visit COPS Online at www.cops.usdoj.gov.

COMMITTEE

REPORTS

AND

REPORTS

FROM

OFFICERS