

Next Ord: 1649-09  
Next Res: 808-09

**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**

**August 26, 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 #67034 to #67143 in the amount of \$1,126,874.81
    - Payroll Warrants #45838 to #45948 in the amount of \$170,718.10
  - c. Professional Services Contract - Carletti Architects, P.S. - Fire Station 2
  - d. Street Closure Request - Founders' Day - September 12, 2009
  - e. Outside Sewer Connection - Washington Military Department  
Sedro-Woolley Field Maintenance Shop #3 2260 Thompson Drive
  - f. Grant Application Authorization
4. Proclamation - Constitution Week
  5. Ray Melton Retirement (*Presentation of plaque by Mayor Anderson*)
  6. Skagit County Solid Waste Presentation - Kevin Renz
  7. Public Comment (Limited to 3-5 minutes)

**PUBLIC HEARING**

8. Interim Ordinance 1648-09 - Revisions to Chapter 13.36 Stormwater Management & 13.40 Stormwater Maintenance (*action - Resolution - Findings of Fact*)

**UNFINISHED BUSINESS**

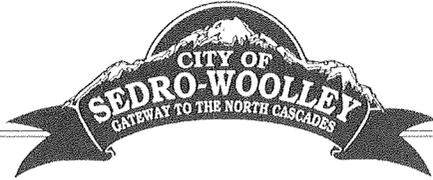
9. Solid Waste Rate Increase Proposal (*Second Reading*)
10. Fire Apparatus Grant/Loan Package from USDA (*action requested*)

**NEW BUSINESS**

11. Purchasing Ordinance (*action requested*)
12. Annual Insurance - 2010 (*action requested*)

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

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



DATE: August 26, 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 August 26, 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.

AUG 26 2009

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

-----  
CITY OF SEDRO-WOOLLEY  
-----

Regular Meeting of the City Council  
August 12, 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, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiberger, Planner Moore, Fire Chief Klinger and Police Chief Wood.

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #66933 to #67033 in the amount of \$207,128.92
  - Payroll Warrants #44576 to #45837 in the amount of \$231,229.98
- Final Acceptance – McGargile Sanitary Sewer Improvements Project
- Morgan's Espresso Agreement – F&S and SR20 Intersection Project

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

Public Comment

Dennis O'Neil – 109 Talcott St., addressed the Council regarding a comment in the local paper on the fuel surcharge. He also questioned why the fire truck is being used to make inspections at downtown businesses.

It was noted the fuel surcharge would be addressed under agenda item #5. Fire Chief Klinger responded on O'Neil's question regarding use of the fire truck. He noted that the vehicle they use is an aid car and the inspectors are also on call for aid calls. Should they receive a call they respond from their current location. Klinger reviewed staffing and the inspection schedule and also noted the newer firefighters have also been doing training during the daytime hours.

Carl Lundstrom – 387 Carter St, addressed the Council regarding the extra traffic due to the construction project within the area. He noted that initially they were told the traffic would be directed to other areas. He reviewed the car counts that he has taken, and noted in excess of 100 cars during a ½ hour period. He also addressed the speed of the cars traveling down the street. Most of the cars seem to be coming from the Northern State and Wildflower area and requested something to be done to reroute traffic as well as more police visibility to help slow the traffic.

Larry White – 826 McLean Dr. addressed the Council regarding the truck traffic on Highway 9 and the use of air brakes.

Councilmember Galbraith noted that there had been previous enforcement attempts and thought perhaps it is time to be done again. Discussion ensued regarding contacts with the State Patrol, Skagit County Sherriff and Sedro-Woolley Police and possible use of the radar trailer. Councilmember Splane questioned the wording of the signage regarding the use of air brakes located on Hwy 9.

## **PUBLIC HEARING**

### Solid Waste Rate Increase Proposal

City Supervisor/Attorney Berg reviewed the proposed rate increase for solid waste. He noted that the Solid Waste Governance Board has recommended and voted for a rate increase of tipping fees to be effective January 2010. The tipping fees will be going from \$82.00 per ton to \$86.00 per ton. Berg reviewed the consequences to the City and noted there is already nothing to cut within the department's budget. The fuel surcharge was reviewed and he presented the background on the implementation of the charge and the proposal to eliminate the fuel charge and put as part of the base rate. He also reviewed a category of a fuel surcharge which could be placed or removed based on the price of fuel.

Council discussion ensued regarding the lack of conversations with the County. Berg reviewed the history of the Solid Waste Governance Board and the voting power based on percentage of population. He noted there had been no discussions of cutting costs or streamlining operations at the County Transfer Station with the proposal to the Skagit County Commissioners.

Councilmember London spoke of his attendance at the meeting where the vote was taken and noted Sedro-Woolley was the only City to vote against an increase. He stated there were also no discussions regarding increase in productivity or streamlining operations.

Discussion again ensued to include potential upgrades of the transfer station. It was noted the City is committed by way of interlocal agreement through 2013.

Leo Jacobs – Solid Waste Forman, reviewed some of the discussions from the SWAC level, noting there are some bond studies that are currently being conducted. He noted the current bond will be expiring. More discussion took place on the current portion of the tonnage price that is going towards current bond, off site long haul of waste from the County and the current recycle markets.

City Supervisor/Attorney Berg reviewed the highlights of the proposed ordinance changes.

Councilmember Lemley left the Council bench at 7:35 P.M.

Mayor Anderson opened the public hearing at 7:36 P.M.

Carl Lundstrom – 387 Carter Street, questioned the fuel charge and whether there would be a certain date the charge was implemented. who would monitor the pricing and how citizens could keep apprised of the City fuel charges.

Dennis O’Neil – discussed the fuel charge currently on the bill. He stated he objected to having the current charge rolled into the base charge. He addressed his bill and noted the bill has increased by 21% over the past 4 years. He encouraged Council to leave the fuel charge listed as it is so people know what they are paying for.

Discussion ensued as to the break down of the bill to include stormwater, sewer and garbage. The basic philosophy of rates was reviewed which should cover all costs of operation. The surcharge as proposed would cover unusual costs of fuel.

Finance Director Nelson noted that the most customers complain about the fuel charge and have indicated their preference to include it within the normal rate.

Dennis O-Neil – again to the podium, discussed the labeling of the surcharge and stated the need to show it like it is.

Phillip Murray – 223 State Street, addressed the Council stating he would like the option of hauling his own garbage or for the City to contract out the garbage service.

Mayor Anderson closed the public hearing at 7:53 P.M.

Mayor Anderson noted this is a first read with no action necessary.

Discussion ensued regarding the fuel charge with the consensus of leaving a base fuel charge rate as \$1.00 for over \$2.00 per gallon and an additional surcharge to kick in at \$3.00 per gallon.

Discussion also took place regarding how privatization of services would work and how it would affect the City.

Leo Jacobs – addressed the Council regarding privatization of services and noted the costs are passed on to the consumers and there is an annual CPI fee included. Jacobs also addressed the differences in customer service and the overall costs per ton for pick up with Waste Management and addressed the differences in commercial vs. residential.

Discussion ensued to cover actual cost per ton for residential pick up, yard waste and recycle centers.

Beth Larson – 700 N. Reed #69, addressed the cost of service for Burlington and Mount Vernon. Larson noted she felt the proposed rate for a 32 gallon container was too much.

Discussion ensued regarding the City's imbalance of commercial vs. residential service. Jacobs noted that in most cities the commercial subsidizes residential services.

## **UNFINISHED BUSINESS**

### Ordinance – Fireworks – Code Modification

Mayor Anderson opened discussion on the proposed fireworks ordinance; he noted it was a second read for Council consideration.

David Santana – 710 Ball Street, stated he was in favor of the proposed ordinance being proposed for a ban on fireworks. He noted he lives near the community center and people use the parking lots for displays. He also discussed the impact of fireworks on pets and the increase of pets being lost during that time. He addressed aerial fireworks and the fear of trees catching on fire. He again encouraged a total ban on fireworks and suggested neighborhood watches for enforcement.

Councilmember Lemley returned to the Council bench at 8:04 P.M.

Kathy O'Hanlon – 710 Ball Street, stated she supports the complete ban on fireworks. She discussed the impact on pets and noted they have had to clean aerials out of their rain gutters after the 4<sup>th</sup> of July and sees no reason for allowing them when there are community fireworks displays available.

Carl Lundstrom – stated he supports a total ban on fireworks. He noted his area is like a war zone especially around the school.

Dennis O'Neil – 310 Talcott, noted his support of a total ban on fireworks. He noted there weren't a lot of fireworks until the 4<sup>th</sup> and then all broke loose. He encouraged consideration of a minimum fine to cover police time. O'Neil noted he doesn't think a partial ban will work and questioned if any of the Councilmember's have a vested interest in fireworks stands.

Mary O'Neil – addressed the Council and noted as a business owner she is concerned over the aerial fireworks and encouraged Council to place a complete ban.

Frank Martin – 929 Summer Meadows Ct., addressed the Council regarding the safety concerns of fireworks and expressed concern over someone getting hurt. He noted the wonderful fireworks display that is put on by Loggiero and encouraged a total ban.

Dave Santana – 710 Ball Street, again to the podium, noted he is a retired x-ray tech and has seen first hand the dangers that can happen. He noted that kids are usually the ones that use the fireworks and are using them just for the thrill, not necessarily to celebrate what the holiday stands for.

Councilmember Splane moved to adopt Ordinance No. 1647-09 an Ordinance banning fireworks in Sedro-Woolley except for sponsored affairs. (Option #1).

Motion died for lack of a second.

Council discussion ensued regard results of the Councilmember's poll, enforcement issues, liability of the City and affect of the debris on the storm drains.

Police Chief Wood upon the request of Councilmember Galbraith discussed enforcement. He noted the partial ban would be even more difficult to enforce. He noted the overwhelming amount of different types of Fireworks and the use of them during the 4<sup>th</sup> of July. Wood reviewed the number of complaints noting the majority of complaints are because of the noise factor.

David Santana – addressed the calls to 911. He stated he and his wife are always hesitant to call on fireworks because it's not a life threatening situation.

Mayor Anderson addressed the enforcement of either ordinance and commented that the message that is being put out is that we are trying to control it and any ordinance will need to be enforced. Enforcement will be the key to maintaining control.

Dennis O'Neil– 109 Talcott, suggested setting aside an area for people to go and set off their fireworks.

Discussion ensued to include block parties, aerial fireworks and safe and sane booths for non-profit fundraisers and a permit fee for public displays.

Terry Carter – 8868 Garden of Eden Rd., questioned what would happen to the Fireworks booths currently selling in town.

Discussion ensued to include the standing of the current ordinance with no action, allowances within the current ordinance, the Auburn model ordinance, penalty being a misdemeanor vs. civil infraction and current response to complaints.

Councilmember Galbraith moved to adopt Ordinance #1647-09 An Ordinance Amending SWMC 8.28 Limiting Certain Types of Fireworks in the City of Sedro-Woolley and Making Possession of Those Fireworks a Crime. Seconded by Councilmember Meamber.

Discussion as to what would be allowed, all non-aerial. Motion carried (4-3) (Councilmembers Splane, Lemley and London opposed).

City Supervisor/Attorney Berg reviewed the final list of what would be banned based on the passage of the ordinance.

### Resolution – Personnel Policies – Accident Prevention

Engineer Freiberger reviewed the proposed personnel policy on accident prevention to promote safe practices among City employees.

Councilmember Storrs moved to adopt Resolution No. 807-09 A Resolution Adopting Certain Personnel Policies. Seconded by Councilmember Lemley. Motion carried (7-0).

### **NEW BUSINESS**

### Ordinance – Interim Revisions to Chapter 13.36 Stormwater Management & 13.40 Stormwater Maintenance

Engineer Freiberger reviewed the proposed interim ordinance. He noted the City's Western Washington Phase II Municipal Stormwater Permit contains a number of deadlines for implementation of the Phase II stormwater requirements. The City is required to have an enforcement program in order to preserve and improve the waters of the state as well as an update of the stormwater management section which deals with construction stormwater and a section for stormwater maintenance which deals with systems once they are constructed in order to maintain flows. The deadline for all three areas is August 16<sup>th</sup>. The City has enlisted Attorney, Patrick Hayden to rewrite certain sections of the code. Freiberger reviewed the instructions given to Mr. Hayden on the re-write which ultimately is updated to reflect the 2005 Stormwater Management policy adopted by the State. He noted the interim ordinance will allow the City to present the updates to the Department of Ecology for review and comments. Future tweaking on the documents will be necessary based on any Department of Ecology comments. He also reviewed some of the details of the plan and the financial impacts to the City for management of the Permit requirements. Freiberger requested approval and the scheduling of a public hearing to be held August 26<sup>th</sup>.

Discussion was held on development to include Sedro-Woolley's reputation of being the toughest City. It was questioned whether this action would make things tougher and was noted that it should make the playing field more even.

Patrick Hayden – addressed the Council noting that the adoption of the 2005 Manual is being adopted by Mount Vernon and all Cities within the State are required to adopt the 2005 Manual as minimum standards. The only issues the Council has to decide is regarding how to fund. Hayden then reviewed the ordinance.

Discussion ensued regarding the one acre limit, DOE standards, developer knowledge, mechanism for enforcement and the recommendation to adopt.

Councilmember Galbraith moved to adopt Ordinance #1648-09 Amending SWMC Chapter 13.36 Stormwater Management Standards and Chapter 13.40 Stormwater Maintenance. Seconded by Councilmember Meamber. Motion carried (7-0).

Mayor Anderson asked for clarification for the press regarding the Council's vote on the fireworks ordinance. Councilmember Lemley commented his vote was due to the enforcement issues and Councilmember London commented that most of the people he talked to wanted a complete ban.

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

Councilmember Meamber – at the request of Councilmember Meamber, City Supervisor/Attorney Berg reviewed the USDA Fire Apparatus grant package to purchase a new fire engine and a new ladder truck. Berg reviewed the City's current 21 year rotation on engines due to insurance points and reviewed previous discussions in favor of a ladder truck. He addressed the bond posed to the voters with a 57% approval rate, just short of passage and stated they have been looking at other options including USDA grants available. Berg stated initially the grant that was being sought was through the government ARRA program but the priorities of the program changed so the funding was repackaged through another funding source with the City's initial commitment to be \$100,000. The addition of the ladder truck will allow the city to become NFPA compliant for response for certain buildings in town. Berg reviewed the funding.

Discussion ensued to include insurance rating, the Public Safety Committee's request for Council to ratify the documents, loan agreements, loan authorization and the truck's ability to carry its own water.

Councilmember London temporarily left the Council bench.

Councilmember Meamber moved to ratify the Mayor's signature of the letters of intent and requests of obligation of funds signed earlier today for the grant/loan package offered by the USDA for the purchase of a new ladder truck and fire engine. Seconded by Councilmember Splane. Motion carried (6-0) (Councilmember London was absent for the vote).

Councilmember London returned to the Council bench.

Councilmember Galbraith – requested police presence during early morning hours along Highway 9.

Police Chief Wood noted after checking with the night Officers he reported that they have been policing that area. The officers will continue to try to monitor the situation.

Councilmember Galbraith also questioned a possible resolve for the Carter Road situation and the completion date of the sidewalks. Engineer Freiburger noted that the best thing at this point will be to get finished from Hwy 9 to Carter along McGargile. McGargile will be torn up and the road will be closed at that time. Freiburger also address the notification process and discussed challenges with the utility companies. The sidewalk project should be completed within about 2 weeks. He noted the best resolve is to get the job completed.

Councilmember London – questioned the top soil for the 3<sup>rd</sup> street project that has been relocated from the Street project. London addressed the need for dust control.

Councilmember Meamber – addressed the location of Secret Harbor and the previous concerns of neighbors. He noted he spoke with a supervisor of the home and was told the oldest participant was 11 years old and things were going well.

City Supervisor/Attorney Berg – announced the receipt of a grant from the Washington State Library Association for Librarian, Debra Peterson to attend the National Rural and Small Library Conference in Gatlinburg, TN at no cost to the City. Berg requested on behalf of Peterson to allow her out of state travel authorization for the conference in September.

Councilmember Storrs moved to approve Debra Peterson's out of state travel. Councilmember Lemley seconded. Motion carried (7-0).

Engineer Freiburger – reviewed project list and detailed the F&S/Roundabout project schedule.

Fire Chief Klinger – updated Council on the Fire Station grant which is in for technical review and the City is still in the running. He also announced this weekend is the Phoenix Burn Foundation camp on Samish Island.

Police Chief Wood – reported that the department was unsuccessful in obtaining the COPS Grant. The Officers have been doing good things and commented the downtown bar situation has improved. He noted what a good group of Officers the City has. Wood addressed the Carter St. situation. also noted that they will put an emphasis on the Carter St. patrols.

The meeting adjourned to Executive Session at 9:43 p.m. for the purpose of discussion of possible litigation for approximately 20 minutes with no decision anticipated.

Mayor Anderson announced an opening on the Library Board.

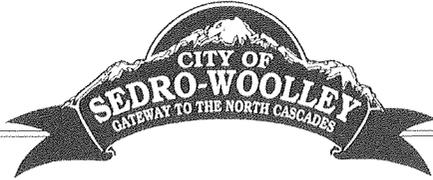
The meeting reconvened at 10:00 P.M.

Councilmember Colgan moved to adjourn. Seconded by Councilmember Galbraith Motion carried (7-0).

The meeting adjourned at 10:00 P.M.

AUG 26 2009

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



DATE: August 26, 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 August 26, 2009.

Motion to approve Claim Vouchers #67034 to #67143 in the amount of \$1,126,874.81.

Motion to approve Payroll Warrants #45838 to #45948 in the amount of 170,718.10.

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
67034	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	1,674.00
		MISC-FILING FEES/LIEN EXP	SAN	1,550.00
		WARRANT TOTAL		3,224.00
67035	WA STATE DEPT OF REVENUE	OFFICE/OPERATING SUPPLIES	PD	12.29
		TAXES AND ASSESSMENTS	PK	89.98
		TAXES AND ASSESSMENTS	CEM	143.06
		OPERATING SUPPLIES	ST	36.10
		TAXES AND ASSESSMENTS	LIB	6.14
		BOOKS, PERIOD, RECORDS	LIB	11.35
		TAXES AND ASSESSMENTS	SWR	4,906.90
		TAXES & ASSESSMENTS	SAN	5,230.31
		WARRANT TOTAL		10,436.13
67036	AFRS	PROFESSIONAL SERVICES	FD	36.29
		PROFESSIONAL SERVICES	FD	75.00
		WARRANT TOTAL		111.29
67037	ALPINE FIRE & SAFETY	SUPPLIES	FIN	39.66
		SUPPLIES	LIB	43.71
		WARRANT TOTAL		83.37
67038	A.T.V. ACCESSORIES	REPAIR/MT-MEMORIAL PARK	PK	146.07
		OPERATING SUPPLIES	SAN	253.19
		WARRANT TOTAL		399.26
67039	ARAMARK UNIFORM SERVICES	OPERATING SUP - CITY HALL	PK	43.57
		MISC-LAUNDRY	CEM	24.14
		MISC-LAUNDRY	ST	46.37
		LAUNDRY	SWR	45.52
		LAUNDRY	SWR	24.39
		WARRANT TOTAL		183.99
67040	A.S.A.P. SIGN & DESIGN	OPERATING SUPPLIES	ST	102.79
		WARRANT TOTAL		102.79
67041	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	7,661.20
		WARRANT TOTAL		7,661.20
67042	ASSOC PETROLEUM PRODUCTS	REPAIR & MAINTENANCE	CS	29.23
		AUTO FUEL	PD	1,056.95
		OPERATING SUPPLIES	FD	43.38
		AUTO FUEL/DIESEL	FD	632.48
		AUTO FUEL/DIESEL	PK	348.78
		AUTO FUEL/DIESEL	PK	69.40
		REPAIRS/MT-PARKS SHOP	PK	13.29
		AUTO FUEL/DIESEL	CEM	192.86
		OPERATING SUPPLIES	ST	142.44
		OPERATING SUPPLIES	ST	220.69
		AUTO FUEL/DIESEL	ST	184.00
		AUTO FUEL/DIESEL	ST	118.80
		REPAIR/MAINTENANCE-EQUIP	ST	151.44

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		MAINTENANCE OF VEHICLES SWR	148.85
		MAINT OF GENERAL EQUIP SWR	27.18
		AUTO FUEL/DIESEL SWR	174.34
		AUTO FUEL/DIESEL SWR	85.48
		REPAIRS/MAINT-EQUIP SAN	1,587.61
		OPERATING SUPPLIES SAN	47.37
		AUTO FUEL/DIESEL SAN	1,459.17
		AUTO FUEL/DIESEL SWTR	201.80
		REPAIRS/MAINTENANCE SWTR	15.95
		WARRANT TOTAL	6,951.49
67043	AT&T MOBILITY	TELEPHONE PD	826.70
		WARRANT TOTAL	826.70
67044	BANK OF AMERICA	PROFESSIONAL SERVICES PLN	399.00
		WARRANT TOTAL	399.00
67045	BANK OF AMERICA	OFFICE SUPPLIES LGL	16.22
		PROFESSIONAL SERVICES PLN	1,208.80
		WARRANT TOTAL	1,225.02
67046	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP PK	98.32
		REPAIR/MT-SMALL TOOLS EQUIP PK	258.54
		OPERATING SUPPLIES ST	358.20
		WARRANT TOTAL	715.06
67047	BANK OF AMERICA	REPAIR-MAINTENANCE SUPPLIES IT	91.84
		SMALL TOOLS/MINOR EQUIP IT	32.20
		SMALL TOOLS/MINOR EQUIP IT	32.44
		WARRANT TOTAL	156.48
67048	BAY CITY SUPPLY	OPERATING SUP - CITY HALL PK	183.42
		OPERATING SUP - CITY HALL PK	299.13
		WARRANT TOTAL	482.55
67049	BIO-ENVIRONMENTAL SOLUTIONS	MAINTENANCE OF LINES SWR	1,190.20
		WARRANT TOTAL	1,190.20
67050	BOULDER PARK, INC	SOLIDS HANDLING SWR	6,614.97
		WARRANT TOTAL	6,614.97
67051	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY LGL	2,500.00
		WARRANT TOTAL	2,500.00
67052	CARLETTI ARCHITECTS P.S.	PURCHASE OF LAND FOR FIRE STN	682.50
		WARRANT TOTAL	682.50
67053	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES PD	10.60
		UTILITIES-COMMUNITY CTR PK	10.60
		UTILITIES-SENIOR CENTER PK	43.89
		UTILITIES-HAMMER SQUARE PK	17.00
		UTILITIES - SHOP PK	25.96

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		UTILITIES - SHOP PK	19.51
		PUBLIC UTILITIES-CITY HALL PK	119.15
		PUBLIC UTILITIES ST	10.60
		PUBLIC UTILITIES LIB	10.60
		PUBLIC UTILITIES SWR	45.82
		PUBLIC UTILITIES SAN	34.93
		WARRANT TOTAL	348.66
67054	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES SAN	237.60
		OPERATING SUPPLIES SAN	17.96
		WARRANT TOTAL	255.56
67055	COLUMBIA PAINT & COATINGS	OPERATING SUPPLIES ST	453.67
		WARRANT TOTAL	453.67
67056	COLLINS OFFICE SUPPLY, INC	SUPPLIES FIN	73.14
		SUPPLIES FIN	6.26
		WARRANT TOTAL	79.40
67057	CONSUMER RENTAL CENTER	REPAIR/MT-SMALL TOOLS EQUIP PK	55.07
		WARRANT TOTAL	55.07
67058	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE ENG	21.82
		WARRANT TOTAL	21.82
67059	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO PD	91.16
		WARRANT TOTAL	91.16
67060	CRYSTAL SPRINGS	OPERATING SUPPLIES CS	53.30
		OPERATING SUPPLIES FD	25.73
		OPERATING SUP - PARKS SHOP PK	6.74
		OPERATING SUPPLIES CEM	16.34
		OPERATING SUPPLIES ST	24.93
		OPERATING SUPPLIES SWR	33.44
		OPERATING SUPPLIES SAN	75.68
		WARRANT TOTAL	236.16
67061	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES JUD	19.52
		SUPPLIES FIN	22.39
		SUPPLIES/BOOKS PLN	6.51
		SUPPLIES ENG	6.50
		OFFICE/OPERATING SUPPLIES PD	44.78
		OFF/OPER SUPPS & BOOKS INSP	6.51
		WARRANT TOTAL	106.21
67062	DAVID EVANS & ASSOC INC	ENGINEERING-SKAGIT PROJECT AST	2,490.51
		CONST-SKAGIT PROJECT AST	51,970.32
		WARRANT TOTAL	54,460.83
67063	DAVIDSON, DAVID	TRAVEL ST	18.18
		WARRANT TOTAL	18.18

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
67064	E & E LUMBER	SUPPLIES & BOOKS	FD	4.47
		OPERATING SUP - RIVERFRONT	PK	8.21
		OPERATING SUP - RIVERFRONT	PK	5.07
		REPAIR/MT-SENIOR CENTER	PK	19.43
		REPAIR/MAINTENANCE-LAND	CEM	99.52
		OPERATING SUPPLIES	ST	19.05
		SAFETY EQUIPMENT	ST	16.53
		OPERATING SUPPLIES	SWR	2.12
		OPERATING SUPPLIES	SWR	52.99
		WARRANT TOTAL		227.39
67065	EDASC	E.D.A.S.C.	DEV	2,000.00
		WARRANT TOTAL		2,000.00
67066	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	42.00
		WARRANT TOTAL		42.00
67067	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	FIN	25.25
		SUPPLIES	FIN	17.29
		SUPPLIES	ENG	10.80
		SUPPLIES	ENG	3.24-
		OFFICE/OPERATING SUPPLIES	PD	59.45
		OFFICE/OPERATING SUPPLIES	PD	62.73
		OFFICE SUPPLIES	FD	35.70
		WARRANT TOTAL		207.98
67068	ESARY ROOF & SIDING, INC	REPAIRS/MT-COMMUNITY CTR	PK	513.96
		WARRANT TOTAL		513.96
67069	EXCAVATION WEST, LLC	MAINTENANCE OF LINES	SWR	20,702.01
		WARRANT TOTAL		20,702.01
67070	FASTENAL COMPANY	SMALL TOOLS/MINOR EQUIP	ST	33.99
		WARRANT TOTAL		33.99
67071	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	181.01
		PROFESSIONAL SERVICES	PD	20.00
		WARRANT TOTAL		201.01
67072	FEDERAL EXPRESS CORP.	POSTAGE	FD	54.00
		PROF SVS-ENGINEERING	SWR	12.67
		WARRANT TOTAL		66.67
67073	FRONTIER BUILDING SUPPLY	OPERATING SUPPLIES	ST	489.43
		WARRANT TOTAL		489.43
67074	GAYLORD BROS.	SUPPLIES	LIB	50.12
		SUPPLIES	LIB	212.54
		WARRANT TOTAL		262.66
67075	G.G. EXCAVATION INC.	TOWNSHIP SIDEWALK CONST	AST	59,061.08-
		CONST-FRUITDALE MCGARIGLE	AST	353,623.31

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		OTHER IMPROVEMENTS SWR	286,614.25
		WARRANT TOTAL	581,176.48
67076	GROENEVELD	REPAIRS/MAINT-EQUIP SAN	131.05
		WARRANT TOTAL	131.05
67077	HEDEEN & CADITZ, PLLC	CONSTRUCTION- METCALF LINE PWT	3,657.50
		WARRANT TOTAL	3,657.50
67078	HAYDEN, PATRICK	CONST-FRUITDALE MCGARIGLE AST	400.00
		PROFESSIONAL SERVICES SWTR	4,000.00
		WARRANT TOTAL	4,400.00
67079	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL PD	95.95
		WARRANT TOTAL	95.95
67080	HONEY BUCKET	UTILITIES-PORTABLE TOILETS PK	64.50
		UTILITIES-PORTABLE TOILETS PK	64.50
		UTILITIES-PORTABLE TOILETS PK	64.50
		WARRANT TOTAL	193.50
67081	HR DIRECT	OPERATING SUPPLIES SWR	50.76
		WARRANT TOTAL	50.76
67082	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS LIB	104.23
		BOOKS, PERIOD, RECORDS LIB	37.67
		BOOKS, PERIOD, RECORDS LIB	92.97
		WARRANT TOTAL	234.87
67083	INTERWEST CONSTRUCTION	CONST-SKAGIT PROJECT AST	237,573.50
		CONST - SKAGIT PROJECT PUD AST	32,447.55
		OTHER IMPROVEMENTS SWR	8,348.88
		WARRANT TOTAL	278,369.93
67084	IWORQ SYSTEMS	MISC-DUES/SUBSCRIPTIONS ST	1,600.00
		MISC-DUES/SUBSCRIPTIONS SWR	400.00
		MISC-DUES/SUBS & TUITN/REG SAN	400.00
		WARRANT TOTAL	2,400.00
67085	KCDA PURCHASING COOPERATIVE	SUPPLIES FIN	193.24
		WARRANT TOTAL	193.24
67086	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER JUD	385.00
		WARRANT TOTAL	385.00
67087	LARRYS AUTO & TRUCK PARTS	SOLID WASTE DISPOSAL SAN	226.50
		WARRANT TOTAL	226.50
67088	LOGGERS AND CONTRACTORS	REPAIR/MAINTENANCE-EQUIP ST	58.40
		WARRANT TOTAL	58.40
67089	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR JUD	2,557.50

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	2,557.50
67090	MOORE, JACK R.	TRAVEL/MEALS INSP	22.91
		WARRANT TOTAL	22.91
67091	N C MACHINERY CO.	MAINT OF GENERAL EQUIP SWR	118.91
		WARRANT TOTAL	118.91
67092	NORTH HILL RESOURCES, INC.	RECYCLING FEE - YARD WASTE SAN	119.13
		RECYCLING FEE - YARD WASTE SAN	238.26
		RECYCLING FEE - YARD WASTE SAN	119.13
		RECYCLING FEE - YARD WASTE SAN	119.13
		RECYCLING FEE - YARD WASTE SAN	119.13
		WARRANT TOTAL	714.78
67093	OFFICE DEPOT	SUPPLIES LGS	13.22
		SUPPLIES FIN	3.66
		OFFICE SUPPLIES SWR	148.24
		OFFICE SUPPLIES SAN	93.92
		WARRANT TOTAL	259.04
67094	OLIVER-HAMMER CLOTHES	OPERATING SUPPLIES SAN	116.83
		WARRANT TOTAL	116.83
67095	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO PD	518.60
		REPAIR/MT-SMALL TOOLS EQUIP PK	33.80
		REPAIR/MT-SMALL TOOLS EQUIP PK	18.62
		OPERATING SUPPLIES ST	279.06
		REPAIR/MAINTENANCE-EQUIP ST	256.64
		REPAIR/MAINTENANCE-EQUIP ST	1,167.83
		REPAIRS/MAINT-EQUIP SAN	189.35
		REPAIRS/MAINT-EQUIP SAN	53.50
		WARRANT TOTAL	2,517.40
67096	PETTY CASH-DEBRA PETERSON	SUPPLIES LIB	33.41
		SUMMER READ PROGRAM LIB	49.80
		WARRANT TOTAL	83.21
67097	PITNEY BOWES	OPERATING RENTALS/LEASES FIN	47.34
		POSTAGE PLN	47.33
		POSTAGE ENG	47.33
		POSTAGE PD	47.34
		POSTAGE FD	47.33
		POSTAGE INSP	47.33
		WARRANT TOTAL	284.00
67098	PLANNING COMMISSIONERS JOURNAL	MISC-DUES/SUBSCRIP/MEMSHIP PLN	163.00
		WARRANT TOTAL	163.00
67099	PRINTWISE, INC.	SUPPLIES JUD	129.30
		OPERATING SUPPLIES SAN	164.46
		WARRANT TOTAL	293.76

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
67100	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	16.90
		UTILITIES-RIVERFRONT	PK	311.70
		UTILITIES-TRAIN	PK	16.90
		UTILITIES-HAMMER SQUARE	PK	221.58
		UTILITIES-BINGHAM & MEMORIAL P		36.99
		UTILITIES - OTHER	PK	31.13
		PUBLIC UTILITIES-CITY HALL	PK	498.93
		PUBLIC UTILITIES	CEM	54.99
		PUBLIC UTILITIES	ST	34.06
		PUBLIC UTILITIES	LIB	25.69
		PUBLIC UTILITIES	SWR	186.44
		PUBLIC UTILITIES	SAN	36.99
			WARRANT TOTAL	
67101	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	7,462.99
		WARRANT TOTAL		7,462.99
67102	QUICK LANE TIRE & AUTO CENTER	REPAIRS/MAINT-EQUIP	FD	551.10
		WARRANT TOTAL		551.10
67103	QUIRING MONUMENTS, INC.	LINERS	CEM	105.00
		LINERS	CEM	150.00
		LINERS	CEM	80.00
		WARRANT TOTAL		335.00
67104	R & H MECHANICAL	MAINT OF GENERAL EQUIP	SWR	311.62
		WARRANT TOTAL		311.62
67105	RSC EQUIPMENT RENTAL	EQUIPMENT RENTAL	SWR	99.56
		WARRANT TOTAL		99.56
67106	READERS DIGEST	BOOKS, PERIOD, RECORDS	LIB	22.98
		WARRANT TOTAL		22.98
67107	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	100.47
		PROFESSIONAL SERVICES	ENG	1,043.30
		CONSTRUCTION-TOWNSHIP LINE	PWT	1,460.87
		PROF SVS-ENGINEERING	SWR	2,883.95
		WARRANT TOTAL		5,488.59
67108	SEABURY, DEBRA L.	PROFESSIONAL SERVICES	FD	5,200.00
		WARRANT TOTAL		5,200.00
67109	SEDRO-WOLLEY AUTO PARTS	OPERATING SUPPLIES	ST	18.72
		OPERATING SUPPLIES	ST	1.95
		MAINTENANCE OF LINES	SWR	10.66
		MAINTENANCE OF VEHICLES	SWR	69.54
		OPERATING SUPPLIES	SWR	60.59
		REPAIRS/MAINT-EQUIP	SAN	62.33
	WARRANT TOTAL		223.79	
67110	SEDRO-WOLLEY LOGGERODEO	ADVERTISING-LOGGERODEO	HOT	8,400.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	8,400.00
67111	SIERRA CLUB MEMBER SVC.	BOOKS, PERIOD, RECORDS LIB	12.00
		WARRANT TOTAL	12.00
67112	SKAGIT COUNTY AUDITOR	ROW - MISCELLANEOUS	63.00
		WARRANT TOTAL	63.00
67113	SKAGIT COUNTY PLANNING &	PROFESSIONAL SERVICES SWR	300.00
		WARRANT TOTAL	300.00
67114	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH HLT	589.69
		WARRANT TOTAL	589.69
67115	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL SAN	43,942.63
		WARRANT TOTAL	43,942.63
67116	SKAGIT COUNTY SHERIFF	PRISONERS PD	6.56
		PRISONERS PD	370.61
		WARRANT TOTAL	377.17
67117	SKAGIT COUNTY TREASURER	ROW - MISCELLANEOUS	1,215.40
		WARRANT TOTAL	1,215.40
67118	SKAGIT HYDRAULICS, INC.	REPAIR/MAINTENANCE-EQUIP ST	356.97
		REPAIR/MAINTENANCE-EQUIP ST	71.81
		WARRANT TOTAL	428.78
67119	SKAGIT COUNTY HUMAN SVC.	SKAGIT COUNCIL ON ALCOHOL ALC	2,899.38
		WARRANT TOTAL	2,899.38
67120	SKAGIT SURVEYORS &	PROFESSIONAL SERVICES FD	2,491.25
		WARRANT TOTAL	2,491.25
67121	SKAGIT RIVER STEEL	CONTAINERS SAN	374.64
		CONTAINERS SAN	37.00
		WARRANT TOTAL	411.64
67122	SKAGIT CHAMPIONSHP SPORTS	SKAGIT CHAMPIONSHIP SPORTS HOT	596.04
		WARRANT TOTAL	596.04
67123	SK. VALLEY BARK & TOPSOIL, INC.	RIGHT OF WAY-COOK ROAD AST	389.52
		RIGHT OF WAY-COOK ROAD AST	246.16
		WARRANT TOTAL	635.68
67124	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS	33.75
		LEGAL PUBLICATIONS LGS	33.75
		LEGAL PUBLICATIONS LGS	33.75
		LEGAL PUBLICATIONS LGS	37.50
		ADVERTISING/LEGAL PUBLIC PLN	138.75
		WARRANT TOTAL	277.50

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
67125	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP	SAN	1,122.84
		WARRANT TOTAL		1,122.84
67126	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	97.11
		WARRANT TOTAL		97.11
67127	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
67128	SUMMIT LAW GROUP	PROFESSIONAL SERVICES	LGL	240.00
		WARRANT TOTAL		240.00
67129	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO	PD	129.84
		WARRANT TOTAL		129.84
67130	TRUE VALUE	OFFICE/OPERATING SUPPLIES	PD	16.40
		OPERATING SUPPLIES	FD	6.48
		OPERATING SUPPLIES	FD	7.56
		OPERATING SUPPLIES	PK	11.88
		OPERATING SUP - COMM CENTER	PK	40.01
		OPERATING SUP - CITY HALL	PK	35.68
		OPERATING SUP - MEMORIAL PARK		12.96
		OPERATING SUP - BINGHAM PARK		71.91
		REPAIRS/MT-RV PARK	PK	.70
		REPAIR/MT-HAMMER SQUARE	PK	4.64
		REPAIR/MT-HAMMER SQUARE	PK	8.75
		REPAIR/MT-SMALL TOOLS EQUIP	PK	48.21
		OPERATING SUPPLIES	CEM	5.71
		OPERATING SUPPLIES	SWR	6.48
		OPERATING SUPPLIES	SWR	15.13
		OPERATING SUPPLIES	SWR	17.30
		OPERATING SUPPLIES	SAN	25.95
		OPERATING SUPPLIES	SAN	6.04
		WARRANT TOTAL		341.79
67131	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	546.89
		OP SUPPLIES-CHEMICALS	SWR	2,538.82
		OP SUPPLIES-CHEMICALS	SWR	58.36
		WARRANT TOTAL		3,027.35
67132	UNIVERSAL FIELD SVC INC	ROW - FRUITDALE/MCGARIGLE	AST	479.01
		WARRANT TOTAL		479.01
67133	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	48.00
		WARRANT TOTAL		48.00
67134	VALLEY AUTO SUPPLY	REPAIR/MT-SMALL TOOLS EQUIP	PK	54.05
		REPAIR/MT-SMALL TOOLS EQUIP	PK	6.48
		REPAIR/MT-SMALL TOOLS EQUIP	PK	1.29
		REPAIR/MT-SMALL TOOLS EQUIP	PK	7.07
		REPAIR/MT-SMALL TOOLS EQUIP	PK	2.16
		REPAIR/MT-SMALL TOOLS EQUIP	PK	15.15

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIR/MAINTENANCE-EQUIP ST	57.16
		MAINTENANCE CONTRACTS SWR	11.47
		MAINTENANCE OF VEHICLES SWR	40.43
		MAINT OF GENERAL EQUIP SWR	34.82
		MAINT OF GENERAL EQUIP SWR	8.65
		SMALL TOOLS & MINOR EQUIP SWR	107.11
		REPAIRS/MAINT-EQUIP SAN	8.43
		REPAIRS/MAINT-EQUIP SAN	197.88
		OPERATING SUPPLIES SAN	21.42
		OPERATING SUPPLIES SAN	21.42
		OPERATING SUPPLIES SAN	2.91
		WARRANT TOTAL	597.90
67135	VICTORIA	BOOKS, PERIOD, RECORDS LIB	36.00
		WARRANT TOTAL	36.00
67136	VERIZON NORTHWEST	TELEPHONE JUD	267.58
		TELEPHONE FIN	669.00
		TELEPHONE PLN	133.80
		TELEPHONE ENG	133.80
		TELEPHONE PD	311.90
		TELEPHONE INSP	133.80
		TELEPHONE SAN	41.14
		WARRANT TOTAL	1,691.02
67137	WA ST DEPT OF TRANS	TOWNSHIP SIDEWALK CONST AST	755.64
		CONST-SKAGIT PROJECT AST	358.69
		CONST-FRUITDALE MCGARIGLE AST	129.34
		CONST-FRUITDALE MCGARIGLE AST	116.38
		CONST-FRUITDALE MCGARIGLE AST	1,486.42
		WARRANT TOTAL	2,613.71
67138	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS PD	96.25
		WARRANT TOTAL	96.25
67139	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	10,952.64
		WARRANT TOTAL	10,952.64
67140	WEST PAYMENT CTR	WESTLAW SERVICES LGL	285.31
		WARRANT TOTAL	285.31
67141	WELCH, DAVID	POSTAGE PD	6.66
		WARRANT TOTAL	6.66
67142	WESTERN SYSTEMS & FAB INC.	CONTAINERS SAN	14,138.50
		WARRANT TOTAL	14,138.50
67143	WOOD'S LOGGING SUPPLY INC	POSTAGE FD	10.12
		POSTAGE FD	20.78
		REPAIRS/MAINT-EQUIP FD	10.68
		REPAIR/MT-SMALL TOOLS EQUIP PK	40.45
		TRAIL CONSTRUCTION	387.54

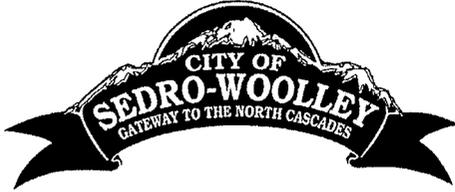
WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		TRAIL CONSTRUCTION	292.13
		MAINTENANCE OF LINES SWR	70.64
		OPERATING SUPPLIES SWR	6.69
		OPERATING SUPPLIES SAN	35.71
		OPERATING SUPPLIES SAN	35.71
		WARRANT TOTAL	910.45
		RUN TOTAL	1,126,874.81

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	41,450.07
101	PARK FUND	4,119.63
102	CEMETERY FUND	871.62
103	STREET FUND	13,792.80
104	ARTERIAL STREET FUND	624,450.91
105	LIBRARY FUND	749.21
108	STADIUM FUND	8,996.04
113	PATHS AND TRAILS FUND	679.67
332	PWTF SEWER CONSTRUCTION FUND	5,118.37
401	SEWER FUND	338,780.35
412	SOLID WASTE FUND	83,648.39
425	STORMWATER	4,217.75
TOTAL		1,126,874.81

DEPARTMENT	AMOUNT
001 000 011	151.97
001 000 012	6,086.90
001 000 014	1,097.23
001 000 015	3,041.53
001 000 017	156.48
001 000 018	82.53
001 000 019	2,097.19
001 000 020	1,360.78
001 000 021	11,740.99
001 000 022	9,934.85
001 000 024	210.55
001 000 051	2,000.00
001 000 062	3,489.07
FUND CURRENT EXPENSE FUND	41,450.07
101 000 076	4,119.63
FUND PARK FUND	4,119.63
102 000 036	871.62
FUND CEMETERY FUND	871.62
103 000 042	13,792.80
FUND STREET FUND	13,792.80
104 000 042	624,450.91
FUND ARTERIAL STREET FUND	624,450.91
105 000 072	749.21
FUND LIBRARY FUND	749.21
108 000 019	8,996.04
FUND STADIUM FUND	8,996.04
113 000 095	679.67
FUND PATHS AND TRAILS FUND	679.67
332 000 082	5,118.37
FUND P WTF SEWER CONSTRUCTION FUND	5,118.37
401 000 035	338,780.35
FUND SEWER FUND	338,780.35
412 000 037	83,648.39
FUND SOLID WASTE FUND	83,648.39
425 000 039	4,217.75
FUND STORMWATER	4,217.75
TOTAL	1,126,874.81

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 26 2009



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

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

---

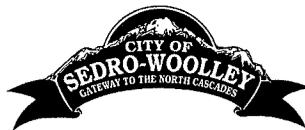
MEMO TO: City Council  
FROM: Eron Berg  
RE: Fire Station 2  
DATE: August 26, 2009

ISSUE: Should the Council authorize the Mayor to sign the attached professional services agreement with Carletti Architects, P.S. for work related to Station 2?

BACKGROUND: As you are aware from the last meeting, the City's grant application for the construction of Fire Station 2 is now into the technical review phase. As part of this review, FEMA consultants asked us to provide a timeline for construction beginning with the date of award. We indicated that the project could be out to bid 70 days from award with a contractor selected and working 99 days from award.

To ensure that we can make this schedule, we need to have our contract with Carletti in place. We will not order any of the work listed under this contract unless we receive notice that the City is awarded the grant or the City Council authorizes us to move forward with some other funding mechanism.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached professional services agreement with Carletti Architects, P.S. for work related to Station 2 in an amount not to exceed \$140,000.00.



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

This Agreement made and entered into this \_\_\_ day of **AUGUST, 2009**, 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 **CARLETTI ARCHITECTS, P.S.**, whose address is **116 EAST FIR STREET, SUITE A, MOUNT VERNON, WA 98273**, hereinafter referred to as the “Contractor”.

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional architectural 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 **project architect for the Sedro-Woolley Fire Station 2 project** that are requested by the City of Sedro-Woolley and more fully described in Appendix A.

**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. Time of Performance.**

The service of the Contractor is to commence

[X] upon written notice to proceed from the City.

The service of the Contractor is to be completed no later than ninety (90) days from the commencement of the work.

**4. Delays and Extensions of Time.**

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

**5. Compensation and Schedule of Payments.**

City shall pay the Contractor compensation and costs per Appendix A, not to exceed **one hundred forty thousand Dollars (\$140,000.00)**. 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. A schedule of hourly charges and costs is attached hereto as Appendix A.

**6. 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, 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.

**7. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2010**.

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 accrues prior to the date of termination, or which, by their nature, is 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.

**8. 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.

**9. City Business and Occupation License.**

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

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. Ratification.**

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

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

**16. 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.

**17. 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.

**18. 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.

**19. MRSC Roster Registration.** The Contractor shall register or maintain registration on the MRSC Consultant Roster.

**20. Washington State Department of Retirement Systems.** Have you retired under the 2008 early retirement factors?  
Yes  No  N/A

**21. Debarment.** Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

DATED this \_\_\_\_\_ day of August, 2009.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

**CARLETTI ARCHITECTS, P.S.**

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

**City of Sedro-Woolley**

Satellite Fire Station #2

**APPENDIX-A**

August 19, 2009

**Scope of Work:**

**Schematic Design – Architectural**

- Services are completed

**1 - Design Development – Architectural**

- Prepare for the Client, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, materials and other elements as may be appropriate
- 3D rendering in color for marketing purposes that depicts project in finished state
- Final code check for IBC issues
- Coordination with sub-consultants
- Coordination meetings w/ Client and Contractor
- Preparation of building sections and details for distribution to sub-consultants

**2 - Construction Documents – Architectural**

**Drawings and tasks to include:**

- Cover sheet, general notes and code research
- Site Plan and Site details
- Exiting Plans
- Floor Plans with notes, dimensions and callouts
- Door, window and finish schedules
- Reflected ceiling plans
- Roof plan
- Exterior Building Elevations
- Building sections
- Wall sections
- Details
- Interior Casework elevations
- Selection of interior finishes and colors
- Project Specifications in CSI Format
- Assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project
- Administration and coordination w/ City, and sub-consultants

*All Drawings to be prepared in ACAD R2008*

**3 - Bidding and Negotiation – Architectural**

- Assist the Client in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of agreement between Client and Contractor
- Assist the Client in obtaining bids from contractors and assist in awarding and preparing the construction contract for construction.
- Answer technical questions during bidding or negotiation from contractor
- Issue addenda(s)
- Review final bid proposal with Client and make recommendation

#### **4 - Construction Administration Architectural**

Assumption 7-month construction schedule. Construction Administration services commence with the award of the initial Contract for Construction and terminate at the earlier of the issuance to the Client of the final Certificate of Payment or 30 days after the date of Substantial Completion of the Work.

- Advise and consult with Client during the administration of the Contract for construction.
- As representative of the Client, visit the site at intervals appropriate to the stage of the Contractor's operations to: (1) become generally familiar with and to keep the Client informed about progress and quality of the portion of the Work completed. (2) to make a best faith effort to guard the Client against defects and deficiencies in the Work, and
- (3) To determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in general accordance with the Construction Documents.
- 18 site visits with meeting minutes every other week (this includes one pre-construction meeting, one Substantial completion punch list and one Final Completion visit)
- Report to the Client known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.
- Review and respond to RFI's during construction
- Clarification sketches
- Review of submittals and shop drawings with such reasonable promptness, while allowing sufficient time in the Architect's professional judgement to permit adequate review.
- Prepare change order proposals and change orders for the Client's written approval.
- Authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents.
- Close out project and prepare substantial completion forms.
- Review and certify the amounts due the Contractor and issue certificates in such amounts
- Certification for payment shall constitute a representation to the Client, based on the Architect's evaluation of the Work and on the date comprising the Contractor's Application for Payment, that the work has progressed to the point indicated and that, to the best of the Architect's knowledge information and belief, the quality of the Work is in accordance with the Contract Documents.
- Architect has the authority to reject Work that does not conform to the Contract Documents.

- Architect has the authority to require inspection of or testing of the Work in accordance with the provisions of the Contract documents, whether or not such Work is fabricated, installed or completed.
- Conduct inspections to determine the date or dates for Substantial Completion and the Date of Final Completion.
- Receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.
- Issue a Final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- Interpret and decide matters with reasonable promptness concerning performance of the Client and Contractor under, and requirements of, the Contract Documents on written request of either the Client or the Contractor.
- Interpretations and decisions shall be consistent with the intent of and reasonably inferable from the Contract Documents, shall be in writing or in the form of Drawings shall be rendered in good faith and not show partiality to either the Client or the Contractor.
- Architect's decisions made on claims, disputes, or other matters in question between the Client and Contractor shall be subject to mediation and arbitration as provided in this Agreement.

#### **5 - Geotechnical Investigation**

- Geotechnical exploration to determine allowable soil bearing pressure, lateral resistance, liquefaction potential.
- Report to include recommendations for foundation/footings, concrete slabs, paving and drive lanes, apparatus bay and apparatus apron recommendations

•

#### **6 - Surveying**

- Survey and topography of existing lot to be purchased by the City including existing utilities, easements and other pertinent information
- Boundary corners set and record of survey

#### **7 - Civil Engineering**

- TESC plan for erosion control
- Storm drainage, water, sewer, gas, telephone and other utilities plan including off site utilities within 300' of site.
- Site grading plan
- Water quality treatment will be required and detention is on site
- Drainage report
- NOI-FG-SWPP application for storm drainage
- Construction support during site utilities and grading including: 4 site visits, RFI response, shop drawing and submittal review, clarification sketches

#### **8 - Landscape Design**

- Preparation of landscape plan for landscape plantings as prepared by licensed Landscape Architect

**9 - Structural Engineering-Design Development**

- Preparation of preliminary foundation/footing plan
- Second floor framing plan
- Roof framing plan
- Details
- Structural notes, preliminary gravity and lateral calculations

**9 -Structural Engineering-Construction Documents**

- Final foundation, floor framing and roof framing plans
- Sections, details and schedules
- Stamped calculations
- Coordination w/ building department

**9 - Structural Engineering-Construction Administration**

- Two site visits
- Shop drawing review
- Response to RFI's during construction
- Clarification sketches

**10 - Mechanical Engineering-Design Development**

- Preparation of zoned HVAC drawings for code compliance and sizing
- Heating and cooling load calculations.
- Select HVAC Equipment
- Size utility connections
- Review plumbing fixture selections
- Outline specifications
- 30% DD drawings
- Preliminary energy code calculations
- Coordination with other consultants
- (2) Design team meetings

**10 - Mechanical Engineering-Construction Documents**

- HVAC plans
- Plumbing plans
- Schedules and details
- Division 15 specifications
- Fire sprinkler performance specs.
- Energy and mechanical NREC code compliance forms
- Respond to regulatory comments

**10 - Mechanical Engineering-Construction Administration**

- Answer questions during bidding period
- Shop Drawing/Submittal Review
- (2) Construction observations w/ 2-reports
- Respond to RFI's

- Review Air Balance Report/O&M Manuals

**11 - Electrical Engineering – Design Development**

- Refinement of preliminary plans including branch circuiting
- Preliminary load calculations
- One Coordination meeting w/ Architect and Client

**11 - Electrical Engineering – Construction Documents**

- Electrical service for point of connection with Puget Sound Energy
- Final electrical, telecommunication, data, and lighting plans
- Fire and security system alarm design
- Grounding and branch circuiting, and wiring systems
- Specifications for Division 16
- Panel schedules and riser diagrams, and details

**11 - Electrical Engineering – Construction Administration**

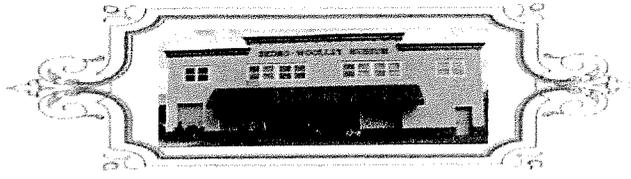
- Addenda issuance and bidder questions
- Submittal review
- RFI responses
- (2) site visits w/ (2) reports
- Record Drawings

**FEES**

	<b>Task Description</b>	<b>Fee</b>	
1	Architectural Design Development	\$	7,445
2	Architectural Construction Documents	\$	24,775
3	Architectural Bidding and Negotiation	\$	3,000
4	Architectural Construction Administration	\$	17,790
5	Geotechnical Investigation	\$	3,850
6	Surveying	\$	6,705
7	Civil Engineering	\$	19,250
8	Landscape	\$	1,650
9	Structural Engineering	\$	17,600
10	Mechanical Engineering	\$	15,070
11	Electrical Engineering	\$	13,200
	Reimbursables		\$5,000
		<b>\$</b>	<b>135,335</b>

**EXCLUSIONS**

Coordination and paperwork associated with Federal Grant, unknown off site improvements required greater than 300' from the site, Owner changes and upgrades, selection of furniture.



**CITY COUNCIL AGENDA  
REGULAR MEETING**

**AUG 26 2009**

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

CITY OF SEDRO-WOOLLEY  
RECEIVED ON  
**AUG 18 2009**  
Time: \_\_\_\_\_  
Initials: \_\_\_\_\_

**August 18, 2008**

**Mayor Mike Anderson  
The City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284**

**Dear Mayor Anderson:**

**Sedro-Woolley Founders' Day Celebration is planned for Sept. 12<sup>th</sup> & 13<sup>th</sup>. We are once again doing the 1914 Bank Robbery Re-enactment, on Saturday at noon, and the community picnic and car show on Sunday, the 13<sup>th</sup>.**

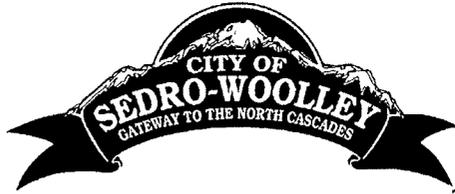
**The Founders' Day Committee respectfully requests the closure of the intersection at Murdock and Woodworth Streets, from 8 am to 3 pm, for set up and performance. We would like to block parking spaces early on Saturday morning in front of the museum (east side of the street) and on the west side of the street from the old city hall entrance door south to the corner of Woodworth and then across Woodworth to include three or four parking slots on the east end of Countryside Chevrolet's car lot (lining up with the alley on the southeast corner of the museum).**

**We have reserved Riverfront Park on Sunday, the 14<sup>th</sup> for the community picnic and car show and request the fees be waved.**

**Thank you for your consideration.**

**Sincerely,**

**Carolyn Freeman  
Museum President and event coordinator**



CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 26 2009

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

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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Outside Sewer Connection  
Washington Military Department  
Sedro-Woolley Field Maintenance Shop #3  
2260 Thompson Drive**

DATE: August 18, 2009 (for Council action August 26, 2009)

**ISSUE:**

Shall council approve an additional outside city sewer connection for the Washington Military Department Sedro-Woolley Field Maintenance Shop #3 Vehicle Wash Rack, per the attached request?

**BACKGROUND/ DISCUSSION:**

SWMC Chapter 13.16.040 requires specific council approval for connections by users outside the city limits. The Washington Military Department Sedro-Woolley Field Maintenance Shop #3 located at 2260 Thompson Drive currently has an approved sanitary sewer service. WMD is planning to install an oil-water separator equipped sanitary service to drain their existing vehicle wash rack, fueling pad and fuel tank pad. All of these structures are covered, and currently drain to a storage pond. By state code, these facilities are to drain to a properly approved sanitary sewer system.

WMD has submitted the attached request for an additional connection to the sanitary sewer service to drain the wash rack area. WMD will pay the required connection costs and permit fee for the work, totaling approximately \$3,024. The existing sanitary sewer service is flow based, so the monthly fee will not change.

Public Works has reviewed the proposed plans and operation and maintenance plan and recommends approval of the additional service.

**MOTION:**

***Move to approve an additional outside city sewer connection for the Washington Military Department Sedro-Woolley Field Maintenance Shop #3 Vehicle Wash Rack, per the attached request.***



STATE OF WASHINGTON  
MILITARY DEPARTMENT  
*Camp Murray, Washington 98430-5000*

August 18, 2009

Mark A. Freiburger, P.E.  
Director of Public Works/City Engineer  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, Washington 98284

Re: Request for wash rack connection to sanitary sewer  
Washington Military Department  
Sedro Woolley Field Maintenance Shop #3  
2260 Thompson Drive  
Sedro-Woolley, Washington 98284

Dear Mr. Freiburger:

The Washington Military Department (WMD), has tasked Shaw Environmental, Inc. (Shaw) to upgrade the surface water discharges from the Sedro-Woolley Field Maintenance Shop #3. In order to do this, the discharge of the wash water from the wash rack must be directly connected to the city of Sedro-Woolley sanitary sewer system. This letter serves as a formal request to connect the existing wash rack to the city of Sedro-Woolley sanitary sewer system.

The proposed improvements include an oil/ water separator, catch basins, and associated piping. The proposed revised collection system will only route a covered wash rack to the proposed oil/water separator. No storm drainage will enter sanitary sewer system, just wash water from the wash rack. As part of the connection approval process, the WMD agrees to pay the required fees for connection and maintenance.

In conclusion, the WMD requests a sanitary sewer discharge permit from the city of Sedro-Woolley public council to proceed with the above described project. If you require any additional information, please contact Tyson Wentz via telephone at 425.402.3212 or e-mail at [tyson.wentz@shawgrp.com](mailto:tyson.wentz@shawgrp.com).

Sincerely,

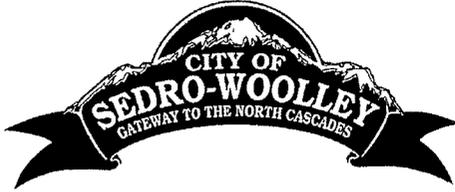
A handwritten signature in black ink that reads "Bradford Olson".

Bradford Olson  
Construction Project Manager  
253-512-8862 or [Bradford.Olson@mil.wa.gov](mailto:Bradford.Olson@mil.wa.gov)

cc: Kent Wiken, P.E., Shaw  
Izrayl Slutsky, P.E., Shaw

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 26 2009



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

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: Grants  
DATE: August 26, 2009

ISSUE: Should the Council authorize staff to apply for the following grants?

1. TIGER Discretionary Grants Program  
Federal Highway Administration  
\$1.5 billion available country wide  
Project Name: SR20 Corridor Freight Mobility and Revitalization Project  
Estimate \$20,000,000, with \$250,000 local from GMA Impact Fees
2. Energy Efficiency through Transportation Planning (EETP) Grants  
Washington State Dept. of Commerce  
\$750,000 available state wide  
Project Name: SR20 Corridor Freight Mobility and Revitalization Project  
Estimate \$50,000, all grant
3. Small Communities in Rural Counties Grant  
Public Works Board  
\$9,531,000 available state wide  
Project Name: SR20 Reed to Township Lane Widening and  
Pedestrian/Bicycle Facilities Project  
Estimate: \$500,000, with \$50,000 local from GMA Impact Fees and  
\$450,000 from the grant
4. Energy Efficiency Block Grant  
Washington State Dept. of Commerce  
\$6,387,540 available state wide  
Project Name: Community Center, Senior Center & Library HVAC and  
hot water conversion AND/OR Downtown Street light LED conversion  
Estimate: \$150,000 with \$135,000 from the grant and \$15,000 from local  
dollars (either arterial street or REET depending on the final project)

**BACKGROUND:** City Staff have been on the lookout for grant opportunities that fit City projects and needs. This memo details four grant opportunities, some using ARRA funding, that could improve infrastructure and quality of life in Sedro-Woolley. Each grant project is described below in a little more detail:

1. **TIGER:** This project has five components that would significantly improve our transportation system, make our downtown commercial and industrial areas more viable and improve pedestrian safety. The components of this project are: 1. Replace the BNSF trestle at SR 20 with a new bridge that is wider and allows for taller vehicles to pass below; 2. Reconnects Cook Road to SR 20 with a new intersection at Cook Road and SR 20 at the Skagit Plant; 3. Builds a new arterial connection between Cook Road and F & S Grade Road that ties in to a new intersection at Cook Road and SR 9; and 4. Extends SR 9 North to that new intersection at Cook Road. This grant opportunity would allow Sedro-Woolley to have a single project that would transform the road infrastructure to serve the community for the next 25 years. Our proposed local match is \$250,000.00 with the grant request at approximately \$20,000,000.00.

2. **EETP:** This is a planning grant to look at options for projects that would improve mobility through the city. Total project is \$50,000, all grant funded.

3. **Public Works Board:** This project will improve SR 20 from the new roundabout to Township by adding a center turn lane where needed, sidewalks and intersection improvements at Reed Street, Puget Street and Central Street. This project, along with the rezone proposal currently under review at the Planning Commission, would allow for redevelopment of that corridor into productive commercial that would create jobs and vitality well into the future. Our proposed local match is \$50,000.00 with \$450,000.00 from the grant fund.

4. **Energy Efficiency:** This project could go in two directions depending on price quotes and energy savings data that are currently being collected. One route would be to replace the 36 street lights in downtown with a single light LED configuration that would provide better light at reduced energy costs. The other would be to retrofit the Community Center, Senior Center and Library with new geothermal HVAC systems, solar hot water and instant hot water systems. We are currently reviewing the costs and energy savings for both options and will need to make a decision by September 1<sup>st</sup>, which is the grant deadline. I am anticipating a local match of approximately \$15,000.00 toward a total project of \$150,000.00.

**RECOMMENDATION:** Motion to authorize staff to apply for the grants identified in this memo and to commit the local match dollars identified in this memo.

AUG 26 2009

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



# Washington State Society Daughters of the American Revolution

## CONSTITUTION WEEK

Whereas: The Constitution of the United States of America, the guardian of our liberties embodies the principles of limited government in a Republic dedicated to rule by law and

Whereas: September 17, 2009, marks the two hundred twentieth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention, said

Whereas: It is fitting and proper to accord official recognition to the magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it : and

Whereas: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

Now, therefore I, \_\_\_\_\_, by virtue of the authority vested in me as the Mayor of the city of Sealw in the State of Washington do hereby proclaim the week of September 17<sup>th</sup> through 23<sup>th</sup> as

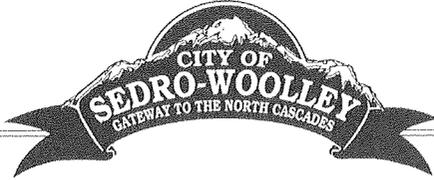
### CONSTITUTION WEEK.

And ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 By vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties. IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State of Washington to be affixed this \_\_\_\_\_ day of \_\_\_\_\_ of the year of our Lord two thousand and nine.

Signed \_\_\_\_\_

Seal.

Attest \_\_\_\_\_



---

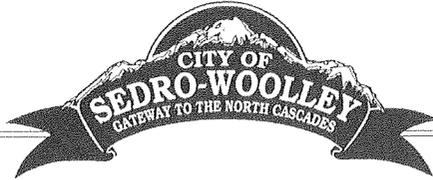
SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

PUBLIC  
HEARING(S)

AUG 26 2009

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



## Memorandum

To: Sedro-Woolley City Council  
From: Staff  
Date: August 20, 2009  
Subject: Public Hearing for Ordinance No. 1648-09

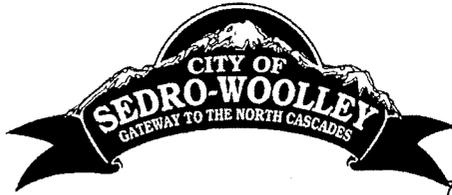
**Attachments:** a. Staff memos for August 12, 2009 City Council Meeting Item  
b. Ordinance No. 1648-09  
c. Proposed Resolution confirming Ordinance No. 1648-09.

**Purpose:** Ordinance No. 1648-09 was adopted to bring SWMC Ch. 13.36 and 13.40 in compliance with the 2005 Stormwater Management Manual for Western Washington (SWMMWW), and Appendix 1 of the Western Washington Phase II Stormwater Permit.

**Procedure:** Adoption of 2005 Stormwater Manual standards is mandatory – required by state law. Ordinance No. 1648-09 was adopted as an interim ordinance because it requires SEPA review. Once SEPA review is completed, the ordinance will come back before you for review. It is probably that changes will be made before permanent adoption, based on the City staff's experience in the field, comments from developers and DOE, etc.

The adoption of an interim ordinance requires a public hearing and findings, which have been incorporated into the proposed Resolution.

**Recommendation:** Passage of Resolution No. \_\_\_\_\_, titled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING FINDINGS SUPPORTING THE ADOPTION OF THE 2005 STORMWATER MANUAL FOR WESTERN WASHINGTON AND RELATED STANDARDS AS AMENDMENTS TO SWMC CH. 13.36 AND CH. 13.340, AND CONFIRMING ORDINANCE NO. 1648-09.



CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2009

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

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf 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: **Possible Adoption – Ordinance \_\_\_\_\_ Interim Stormwater Management Standards and Stormwater Maintenance**  
DATE: August 4, 2009 (for Council review August 12, 2009)

**ISSUE**

Should Council adopt Ordinance \_\_\_\_\_ amending SWMC Chapter 13.36 Stormwater Management Standards and Chapter 13.40 Stormwater Maintenance?

**BACKGROUND**

The Cities Western Washington Phase II Municipal Stormwater Permit contains a number of deadlines for implementation of the Phase II stormwater requirements. Among these requirements, Section S5.C.3.b of the Permit requires that the city develop and implement an ordinance or regulatory mechanism to effectively prohibit non-stormwater, illegal discharges to the cities' stormwater system, due by August 16, 2009. Section S5.C.4 of the Permit requires that the city develop a program to reduce pollutants in stormwater, due by August 16, 2009. Section S5.C.4.a requires that the city adopt an ordinance controlling runoff from Development, Redevelopment and Construction sites. Section S5.C.4.c.i requires that the city adopt an ordinance identifying responsible parties for post construction operation & maintenance of stormwater facilities and best management practices.

Sedro-Woolley Municipal Code (SWMC) Section 13.36 Stormwater Management covers runoff control. SWMC 13.40 Stormwater Maintenance addresses system maintenance. Staff has engaged Pat Hayden to update these SWMC sections to meet the requirements of Sections S5.C.3 and 4. Mr. Hayden's notes on the basic suppositions used in updating the ordinance are attached. Also attached are Ecology's guidelines for preparation of these ordinances.

Also included under S5.C.4 of the Permit are requirements for setting up a recordkeeping system, permitting process, inspection system and staff training to implement the requirements of the ordinances, also due by August 16, 2009.

**DISCUSSION**

The attached interim ordinance revises SWMC sections 13.36 and 13.40 in compliance with S5.C.3 and 4. A copy showing tracked changes and a clean copy of each revised Chapter of the SWMC are also attached.

The ordinance will require SEPA before final adoption. We also expect that Ecology will require revisions after review.

The proposed ordinance is designed to adopt the minimum requirements stated in the Permit, as defined in Appendix 1 of the Permit.

The current SWMC Section 13.36.060 includes reference to the 1992 and 2001 Ecology manuals. We have chosen to adopt the minimum requirements of the 2005 Ecology Stormwater Maintenance Manual for Western Washington in lieu of producing our own alternate (and equivalent) manual. This is reflected in the updated SWMC code sections.

Follow up activities will include an update of the 1997 Sedro-Woolley Stormwater Management Plan and the 2006 Sedro-Woolley Public Works Department Standards to reflect the changes the SWMC.

## **FINANCIAL**

As noted in previous discussions on the new Permit requirements, the revisions will involve significant investment of staff resources. This will vary depending on permit activities (private development). At a minimum, monitoring the existing 57 private facilities and performing annual inspections and documentation will require significant time. Additionally, development permit tracking will require staff resources.

In the 2007 Stormwater Management Program Gap Analysis, OTAK estimated that the administrative staffing requirement for activities would be approx. 1.3 full time employees (FTE) after program implementation, with an annual cost of approx. \$90,000 for construction and private facilities and an additional 1.5 FTE and \$115,000 for municipally owned facilities, including stormwater system maintenance activities including catch basin and storm drain cleaning and ditch maintenance, plus street sweeping. Additional permit activities including illicit discharge detection and elimination, public outreach, reporting, etc. are estimated to add another \$275,000 and 1.7 FTE, for a total of \$440,000 and 4.5 FTE. Current funding for the Stormwater Utility is approximately \$236,000, allowing for 1.2 FTE from Street and 0.3 FTE from Engineering, plus \$16,000 for 0.27 FTE from Street for Sweeping, total \$252,000 and 1.77 FTE. This leaves a shortfall of \$188,000 and 2.73 FTE.

## **ANALYSIS**

Currently, Staff is attempting to implement the Permit requirements with existing staff, consisting of 1.47 FTE from the Street Dept. performing storm drainage maintenance activities and street sweeping, plus 0.3 FTE between the Assistant City Engineer and Public Works Assistant for administrative functions. This will be inadequate to properly administer the program should Ecology begin aggressive enforcement efforts. It also does not address capital improvements needed to the system, estimated in the Gap Analysis at \$616,300 per year over the five year window used in the analysis. Completion of these projects is funding driven.

Failure to implement the requirements of the Permit may also subject the city to potential litigation from environmental watchdog groups.

On the positive side, it is likely that the cost of maintenance will improve as the city catches up on storm drainage maintenance activities for municipally owned systems. We have made significant strides in the past two years with the emphasis on storm drain cleaning and recently with replacement of the Vactor equipment. To date, approximately 50% of the system has been cleaned and inspected, and we should complete the first round in 2010. Our goal is to reduce cleaning activities to a sustainable level at something under the current allowance.

In addition, the current economic slow down has significantly reduced new construction and the corresponding need to monitor and report on these activities. We still however face a significant staff effort to bring the existing private systems into compliance, as required starting with the approval of this ordinance.

## **RECOMMENDATION**

Staff recommends adoption of the interim ordinance in order to meet Permit requirements. Staff will continue to monitor developments of permit requirements and current efforts by other agencies to mitigate these unfunded mandates. In addition, Staff will continue to implement requirements of the permit as time permits, and will track actual costs for these efforts and address identified shortfalls to council during subsequent Budget cycles.

## **MOTION:**

***Move adoption of Ordinance \_\_\_\_\_ Interim Stormwater Management Standards and Stormwater Maintenance.***

## MEMO

To: Mark Freiberger, City Engineer  
From: Patrick Hayden  
Re: Stormwater Ordinance  
Date: August 5, 2009

I have prepared two ordinances replacing SWMC Ch. 13.36 and .13.40. These chapters have governed Stormwater Management and Stormwater Maintenance respectively, since their inception.

The City is required to bring these ordinances into compliance with the 2005 Stormwater Manual for Western Washington and Appendix 1 of the Western Washington Phase II Stormwater Permit. My instructions were to write ordinances which adopted the minimum requirements and thresholds of these documents, as economically as possible.

The two replacement ordinances keep the structure of the original code, adopt the new minimum standards in the language recommended by the DOE, and update the administrative provisions to facilitate stronger enforcement. The attached summary of the requirements was used as a general guide in writing the ordinances. The ordinances were made applicable City-wide, and apply to projects of under one acre, as well as larger projects, to simply administration.

The 2005 Stormwater Manual for Western Washington and Appendix 1 of the Western Washington Phase II Stormwater Permit do not avail themselves of blanket adoption. Though in theory they can be incorporated by reference, these documents have administrative requirements that are only loosely set forth in their text. In the areas where scrutiny is anticipated, more specific language from these documents is restated in the ordinances.

I fully expect that DOE will require revisions to these documents when they get around to reviewing them. However, this will probably be true for all jurisdictions. Unlike the original ordinances, there were no DOE models for these new ordinances. Most small jurisdictions are going to have to make revisions to satisfy DOE.

The scheme of these ordinances is that the City will be able to require two permits – a Stormwater Management Permit for construction and development activities, and a Stormwater Maintenance Permit for permanent facilities that survive the initial construction project, such as retention ponds. This gives the City two points in the permitting process to specify conditions for the regulated activities. Despite anticipated deficiencies in the ordinances, the permit requirements should be adequate to provide an enforcement mechanism that dovetails into the existing permit system. I think this system balances cost of enforcement and efficiency as well as any other system.

Please contact me when you get the DOE punch list for revisions.

## Introduction

Washington State's Phase II Municipal Stormwater General Permits<sup>1</sup> require permitted cities and counties to adopt an ordinance or other enforceable mechanism to control runoff from new development, redevelopment and construction sites, including roads. The permits apply to areas with stormwater runoff into the municipal separate storm sewer system (MS4).

In this guidance for cities and counties, Ecology addresses the following questions:

1. What are the minimum elements to include in the code?
2. What additional elements does Ecology recommend?
3. Where do these regulations best fit in a local code?
4. What requirements go in the ordinance and what should be adopted in the manual?

**Find the runoff control requirements in the following permit sections:**

Phase II Western Washington permit – S5.C.4 and Appendix 1

Phase II Eastern Washington permit – S5.B.4 and S5.B.5, and Appendix 1

## Minimum Required Elements

The Phase II municipal permits require cities and counties to adopt an ordinance or other enforceable mechanism that includes:

1. The minimum requirements, thresholds, and definitions in Appendix 1: Minimum Technical Requirements for Stormwater Management for New Development and Redevelopment (or an equivalent approved by Ecology under the Phase I permit).
2. Exemptions, adjustment, and variance criteria equivalent to those in Appendix 1 of the permit.
3. A site planning process and BMP selection and design criteria that will protect water quality, reduce the discharge of pollutants to the maximum extent practicable and satisfy the State requirement under Chapter 90.48 RCW to apply all known, available and reasonable methods of prevention, control and treatment (AKART) prior to discharge to the MS4.
4. Requirements for review of all stormwater site plans for proposed development.
5. Legal authority and administrative procedures for site inspections before, during, and after construction.
6. Provisions to identify the party responsible for maintenance and to verify long-term operation and maintenance of post-construction stormwater facilities and BMPs approved through the ordinance.
7. Maintenance standards as, or more protective than those in the applicable Ecology manual, including minimum timelines for performing maintenance for facilities that exceed the standard when inspected.

---

<sup>1</sup> The Municipal Stormwater General Permits are on Ecology's website at <http://www.ecy.wa.gov/programs/wq/stormwater/municipal/index.html>

8. Enforcement procedures to respond to issues of non-compliance.
9. Provisions (Western Washington only) to allow non-structural preventive actions and source reduction approaches such as low impact development (LID) techniques.
10. Retaining existing regulations to regulate new development, redevelopment and construction site activities that result in land disturbance of less than the 1-acre threshold—if the regulations were in effect at the time the permit was issued.

Appendix 1 of the permit includes some provisions that are different from those in Ecology's stormwater manuals. Your ordinance and manual must be consistent with the Appendix I provisions rather than those in the manual. Ecology's Frequently Asked Questions at [www.ecy.wa.gov/programs/wq/stormwater/municipal/FAQconstructPostconstruct.html](http://www.ecy.wa.gov/programs/wq/stormwater/municipal/FAQconstructPostconstruct.html) provides information on the additional provisions and steps needed to ensure your ordinance or other enforceable mechanism fully meets the permit requirements.

## **Optional Provisions**

### **1. Apply throughout the jurisdiction**

Ecology strongly recommends that you apply these regulations to sites throughout your jurisdiction, and not limit them to the sites that drain to the MS4. This helps meet the intent of stormwater permits to protect water quality and prevent cumulative impacts. It also provides consistent and equitable regulations across the jurisdiction, which prevents confusion for citizens and developers.

### **2. Apply to sites that disturb less than 1 acre**

Ecology strongly recommends that you apply these regulations to all new development and redevelopment sites, including those that do not meet the 1-acre or larger regulatory threshold. This helps prevent harm to public and private property and the environment.

### **3. Erosivity Waiver**

If you choose to allow construction sites to apply the Erosivity Waiver in Appendix 1, Minimum Requirement #2, the ordinance must provide escalating enforcement sanctions for construction sites that give notice of intent to apply the waiver, but do not meet the requirements to qualify for the waiver.

### **4. Basin/Watershed Planning**

Your jurisdiction may choose to develop basin-specific alternative treatment, flow control, and wetland protection requirements using a basin plan approved by Ecology. The standards must be adopted through ordinances and rules by all jurisdictions in the basin.

**Ordinance No. 1648-09**

**AN ORDINANCE AMENDING SWMC CH. 13.36 AND SWMC CH. 13.40, PROVIDING FOR THE ADOPTION OF THE 2005 STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON (SWMMWW), INCLUDING THE THRESHOLDS AND MINIMUM REQUIREMENTS.**

WHEREAS, the City of Sedro-Woolley has, in compliance with RCW Ch. 90.48 and the Federal Water Pollution Control Act, has commenced to bring its stormwater maintenance and management ordinances into compliance with the 2005 Stormwater Management Manual for Western Washington, and

WHEREAS, the City of Sedro-Woolley still needs to comply with the State Environmental Policy Act for the updates to SWMC Ch. 13.36 and Ch. 13.40, and

Whereas, the City Council of the City of Sedro-Woolley finds that delay in adopting these code amendments would leave the City out of compliance with State law, and finds that an emergency exists to require adoption for an interim period of six months, pending completion of SEPA review,

Whereas, the City of Sedro-Woolley City Council finds that the following amendments to SWMC Chapter 13.36 and SWMC Chapter 13.40 adopting the 2005 Stormwater Management Manual for Western Washington (SWMMWW), and Appendix 1 of the Western Washington Phase II Stormwater Permit, are in the interests of the public safety and welfare, now therefore,

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

**Section 1. SWMC Ch. 13.36.** SWMC Ch 13.36 is hereby repealed, and a new SWMC Ch. 13.36 as set forth on Exhibit A is hereby adopted in its entirety.

**Section 2. SWMC Ch 13.40.** SWMC Ch 13.40 is hereby repealed, and a new SWMC Ch. 13.40 as set forth on Exhibit B is hereby adopted in its entirety.

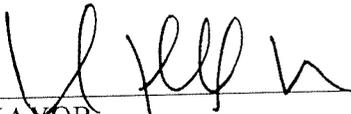
**Section 3. Duration of Ordinance.** This ordinance shall be in effect for a period of six months beginning on its effective date, unless extended by the City Council.

**Section 4. Public Hearing on Ordinance.** The City Council shall hold a public hearing on this ordinance on August 26, 2009 at 7:00 PM, and hereby adopts findings of fact justifying its actions, and is affirming the ordinance following the public hearing.

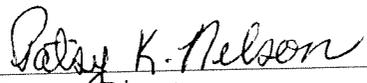
**Section 5. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 6. Effective Date.** This ordinance shall be effective five (5) days after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 12th DAY OF AUGUST, 2009.

  
\_\_\_\_\_  
MAYOR

Attest:

  
\_\_\_\_\_  
Finance Director

Approved as to form:

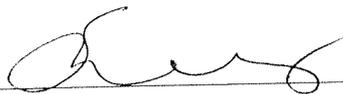
  
\_\_\_\_\_  
City Attorney

Exhibit A

SWMC 13.36 Stormwater Management

**Chapter 13.36**  
**STORMWATER MANAGEMENT**

**13.36.010 Purpose.**

It is the purpose of this chapter to:

- A. Minimize water quality degradation and sedimentation in streams, ponds, lakes, wetlands and other water bodies;
- B. Minimize the impact of increased runoff, erosion and sedimentation caused by land development and maintenance practices;
- C. Maintain and protect groundwater resources;
- D. Minimize adverse impacts of alterations on ground and surface water quantities, locations and flow patterns;
- E. Decrease potential landslide, flood and erosion damage to public and private property;
- F. Promote site planning and construction practices that are consistent with natural topographical, vegetational and hydrological conditions;
- G. Maintain and protect the city stormwater management infrastructure and those downstream;
- H. Provide a means of regulating clearing and grading of private and public land while minimizing water quality impacts in order to protect public health and safety; and
- I. Provide minimum development regulations and construction procedures which will preserve, replace or enhance, to the maximum extent practicable, existing vegetation to preserve and enhance the natural qualities of (lands,) wetlands and water bodies.

**13.36.020 Definitions.**

For the purposes of this chapter, the following definitions shall apply:

The definitions in

- (1) Wetlands Guidance Appendix 2, Definitions,
- (2) The Glossary and Notations, in the 2005 Ecology Stormwater Management Manual for Western Washington; and
- (3) Section 2. Definitions Related to Minimum Requirements, Appendix I of the NPDES Phase II Municipal Stormwater Permit,

are incorporated by reference, unless the context clearly indicates that another definition is applicable.

“Director” means the city engineer or his designee.

“Person” means any individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, agency of the state, or local government unit, however designated.

“Stormwater Management Manual” or “Manual” means Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the 2005 Ecology Stormwater Management Manual for Western Washington, excepted as modified in SWMC 13.36.060(A)(4).

“Stormwater Management Permit” is a permit or approval issued by the director pursuant to SWMC Chapter 13.36 for a regulated activity.

“Stormwater Maintenance Permit” is a permit or approval issued by the director pursuant to SWMC Chapter 13.40 for maintenance of facility constructed for a regulated activity.

### **13.36.030 Abrogation and interpretation of provisions.**

A. Abrogation and Greater Restrictions. It is not intended that this chapter repeal, abrogate or impair any existing ordinances, regulations, issued permit requirements, easements, covenants or deed restrictions, except as expressly stated. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

B. Interpretation. The provisions of this chapter shall be liberally construed to serve the purposes of this chapter.

### **13.36.040 Applicability.**

A. When any provision of any other ordinance of the city conflicts with this chapter, that which provides the higher standard of environmental protection shall apply unless specifically provided otherwise in this chapter.

B. Prior to the applicant fulfilling the requirements of this chapter and obtaining a Stormwater Management Permit, the city shall not grant any approval or permission to conduct a regulated activity, including, but not limited to the following: building permit, commercial or residential; binding site plan; conditional use permit; franchise right-of-way construction permit; fill, grading and clearing permit; master plan development; planned unit development; right-of-way permit; shoreline substantial development permit; shoreline variance; shoreline conditional use permit;

shoreline environmental redesignation; unclassified use permit; variance; zone reclassification; subdivision; short subdivision; special use permit; sewer discharge, utility and other use permit; zone reclassification; or any subsequently adopted permit or required approval not expressly exempted by this chapter.

C. Regulated activities as defined in Section 13.36.060 shall be conducted and a Stormwater Management Permit shall be issued only after the city approves a stormwater site plan (SSP) which meets the requirements of the Manual.

D. In most situations, non-permanent development activities shall be governed by the Stormwater Management Permit. At the completion of the activities governed by the Stormwater Management Permit, the continuing maintenance and operation of any facilities that continue in operation will be governed by the Stormwater Maintenance Permit issued pursuant to SWMC Ch. 13.40. Both permits will be issued by the director, and shall be administered together to meet the Minimum Requirements and BMPs of the Manual.

#### **13.36.050 Stormwater Management Manual and Appendix I of Permit adopted; Administrative Provisions Authorized.**

A. The Thresholds, Definitions, Minimum Requirements and Exceptions, Adjustment and Variance Criteria found in Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the 2005 Ecology Stormwater Management Manual for Western Washington are hereby adopted by reference, and are hereinafter collectively referred to as the "Manual", excepted as modified in SWMC 13.36.060(A)(4).

B. The Director may, in his discretion, modify, adopt and publish standards, designs and administrative regulations for permitting, to supplement the Manual, provided that the standards, designs and administrative regulations are consistent with the Manual. The standards, designs and administrative regulations may include non-structural preventative actions and source reduction approaches such as low impact development (LID) techniques consistent with the Manual. Prior to adoption the Director shall solicit written and verbal comment at an advertized public hearing.

C. Any standards, designs, and administrative regulations adopted by the Director shall be published in printed form maintained for inspection and copying at office of City Engineer. Any such standards, designs, and administrative regulations shall have the same effect as a provision of this ordinance, and its administration and application to a particular permit is subject to appeal and variance in the same manner as the provisions of this ordinance.

#### **13.36.060 Regulated activities and exempt activities.**

A. Regulated Activities.

1. All development and redevelopment shall be regulated activity subject to this ordinance, and shall be subject to the applicable Minimum Requirements of the manual, unless exempted in subsection B of this section.

2. Not all of the Minimum Requirements apply to every development or redevelopment project. The applicability of the Minimum Requirements to a project or activity shall be determined by the thresholds in the Manual.

3. If new development and redevelopment at sites below the regulatory threshold of this chapter were subject to regulation at the time of permitting, they shall continue to be subject to stormwater regulations, even if the site activities resulted in land disturbances of less than the one (1) acre threshold. The local stormwater requirements in effect at the time of permit issuance shall apply, unless the Minimum Requirements for new development and re-development contained in this chapter are applicable.

4. The requirements of this chapter apply to all development and redevelopment within the City of Sedro-Woolley, including sites which do not meet the 1-acre or larger threshold of the Manual.

B. Exemptions. The following activities are exempt pursuant to the Manual from the requirements of this chapter:

1. Forest practices:

Forest practices regulated under Title 222 WAC, except for Class IV General forest practices that are conversions from timber land to other uses, are exempt from the provisions of the Minimum Requirements.

2. Commercial agriculture:

Commercial agriculture practices involving working the land for production are generally exempt. However, the conversion from timberland to agriculture, and the construction of impervious surfaces are not exempt.

3. Oil and Gas Field Activities or Operations:

Construction of drilling sites, waste management pits, and access roads, as well as construction of transportation and treatment infrastructure such as pipelines natural gas treatment plants, natural gas pipeline compressor stations, and crude oil pumping stations are exempt. Operators are encouraged to implement and maintain Best Management Practices to minimize erosion and control sediment during and after construction activities to help ensure protection of surface water quality during storm events.

4. Road Maintenance:

i. The following road maintenance practices are exempt: pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, and vegetation maintenance.

ii. The following road maintenance practices are considered redevelopment, and therefore are not categorically exempt:

- a. Removing and replacing a paved surface to base course or lower, or repairing the roadway base;
- b. Extending the pavement edge without increasing the size of the road prism, or paving graveled shoulders;
- c. Resurfacing by upgrading from dirt to gravel, asphalt, or concrete; upgrading from gravel to asphalt, or concrete; or upgrading from a bituminous surface treatment (“chip seal”) to asphalt or concrete.

5. Underground utility projects:

Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are only subject to Minimum Requirement for Construction Stormwater Pollution Prevention.

C. All other development or redevelopment is subject to one or more of the Minimum Requirements of the Manual.

### **13.36.070 Adjustments and Variances.**

A. Adjustments. Adjustments to the Minimum Requirements may be granted by the Director provided that a written finding of fact is prepared, that addresses the following:

1. The adjustment provides substantially equivalent environmental protection.
2. Based on sound Engineering practices, the objectives of safety, function, environmental protection and facility maintenance, are met.

Adjustments under this subsection do not require a public notice or hearing, and the decision of the director under this subsection is not subject to appeal.

B. Exceptions/Variances. Exceptions/variances (exceptions) to the Minimum Requirements may be granted by the Director following legal public notice of an application for an exception or variance, legal public notice of the Director’s decision on the application, and written findings of fact that documents the Director’s determination to grant an exception. The Director shall keep records, including the written findings of fact, of all local exceptions to the Minimum Requirements.

Project-specific design exceptions based on site-specific conditions do not require prior approval of the Department. The Director must seek prior approval by the Department for any jurisdiction-wide exception.

The Director may grant an exception to the Minimum Requirements if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a

severe and unexpected economic hardship on the project applicant, the Director must consider and document with written findings of fact the following:

1. The current (pre-project) use of the site, and
2. How the application of the minimum requirement(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the Minimum Requirements; and
3. The possible remaining uses of the site if the exception were not granted; and
4. The uses of the site that would have been allowed prior to the adoption of the Minimum Requirements; and
5. A comparison of the estimated amount and percentage of value loss as a result of the Minimum Requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the Minimum Requirements; and
6. The feasibility for the owner to alter the project to apply the Minimum Requirements.

C. In addition any exception/variances must meet the following criteria:

1. The exception will not increase risk to the public health and welfare, nor injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and
2. The exception is the least possible exception that could be granted to comply with the intent of the Minimum Requirements.

D. An exception/variance shall be subject to the same notice requirements and appeal process from the decision of the Director as a Type II decision subject to SWMC Ch. 2.90, to the extent applicable and not inconsistent with this chapter.

### **13.36.080 Stormwater Minimum Requirements and Best Management Practices (BMPs).**

A. The Minimum Requirements of the Manual are adopted and incorporated herein by reference.

B. The site planning process of the Manual and BMP selection and design criteria of the Manual shall be used to implement the Minimum Requirements of the Manual.

C. All development and redevelopment shall apply all known, available and reasonable methods of prevention, control and treatment (AKART), utilizing the BMPs and design criteria of the Manual to comply with the Minimum Requirements of the Manual, prior to discharge into the City of Sedro-Woolley Storm Sewer System permitted by the Department of Ecology

D. No person may conduct activity regulated by this chapter which discharges directly to, or indirectly through the City of Sedro-Woolley Storm Sewer System permitted by the Department

of Ecology, in unless they meet the requirements of this chapter and obtain a Stormwater Management Permit or Stormwater Maintenance Permit, or both.

E. All stormwater site plans for regulated activity (development and redevelopment) are subject to review and approval by the director, and shall require a Stormwater Management Permit or Stormwater Maintenance Permit issued by the director pursuant to this chapter. A Stormwater Maintenance Permit may be required by the director as a condition of the Stormwater Management Permit.

F. The director shall adopt BMPs for Low Impact Development (LIDs) techniques pursuant to SWMC 13.36.060(B) as administrative regulations for the implementation of this chapter. The director may adopt specific BMPs from Chapter 7 of the Low Impact Development Technical Guidance Manual for Puget Sound (PSAT/WSU Extension 2005) or other approved source. In addition, an applicant may seek an adjustment or variance incorporating BMPs for LID techniques into permit approval.

### **13.36.090 Prohibitions.**

A. Illicit discharge to stormwater drainage systems is prohibited. Illicit discharges are defined as those discharges prohibited by the Manual, the Western Washington Phase II Municipal Stormwater Permit, The City of Sedro-Woolley Stormwater Management Plan, and state law.

B. The following categories of nonstormwater discharges are prohibited unless the stated conditions are met:

1. Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the MS4.
2. Discharges from lawn watering and other irrigation runoff. These shall be minimized through, at a minimum, public education activities (see section S5.C.1) and water conservation efforts.
3. Dechlorinated swimming pool discharges. The discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.
4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents. At active construction sites, street sweeping must be performed prior to washing the street.
5. Other non-stormwater discharges. The discharges shall be in compliance with the requirements of a stormwater pollution prevention plan reviewed by the director, which addresses control of such discharges.

C. Development and Redevelopment which fails to comply with the requirements of this ordinance is prohibited.

### **13.36.100 Administration.**

A. Director. The director or a designee shall administer this chapter and shall be referred to as the director. The director shall have the authority to develop and implement administrative procedures to administer and enforce this chapter.

B. Review and Approval.

A. Any activity subject to regulation by this chapter shall not be approved until the director issues a written finding that the regulated activity complies with this chapter, or is exempt. The finding, approvals and conditions shall be incorporated into a "Stormwater Management Permit". The omission of a Minimum Requirement or BMP on the permit or approved plan shall not relieve the applicant of complying with the Minimum Requirement or BMP if it is made applicable by the manual.

1. If the regulated activity is subject to a permit or approval from any department of the City of Sedro-Woolley, including but not limited to the permits and approvals listed in SWMC Section 13.36.040, a permit or approval shall not be issued until a finding of compliance and a Storm Water Management Permit is issued by the director.

2. If the regulated activity is not subject to any other permit or approval from any department of the City of Sedro-Woolley, but is subject to the provisions of this chapter, then the owner of the affected property and the person conducting the activity shall apply directly to the director for a permit, which shall not be issued until a finding of compliance and a Storm Water Management Permit is issued by the director.

B. Any owner or applicant seeking approval or a permit for activity regulated by this chapter shall, in addition to any other permit necessary for the activity, apply for a Stormwater Management Permit in the form provided by the director, and shall provide the information required to demonstrate compliance with Minimum Requirements and BMPs specified in the Manual. The form of the application shall meet the requirements established by the director.

C. The director may approve, conditionally approve or deny an application for activities regulated by this chapter. Such approval or denial shall be based on the Thresholds, Definitions, Minimum Requirements and Exceptions, Adjustment and Variance Criteria found in Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the 2005 Ecology Stormwater Management Manual for Western Washington, and on any administrative provisions adopted by the director pursuant to SWMC Section 13.36.060.

D. If an adjustment, exception or variance is allowed, it shall be incorporated into the conditions and terms of the permit issued by the director.

E. Inspection. All activities regulated by this chapter shall be inspected by the director. The director shall inspect projects at various stages of the work requiring approval to determine that the regulated activity is complying with the terms of the permit and approval. Stages of work requiring inspection include, but are not limited to, preconstruction; installation of BMPs; land disturbing activities; installation of utilities, landscaping, retaining walls and completion of project. When required by the director, a special inspection and/or testing shall be performed.

F. All project applications must address long-term maintenance responsibility and access for maintenance inspections, and all must continue to meet the minimum requirements of the Manual as a condition of the Stormwater Management Permit. When required by the Director, a "Stormwater Maintenance Permit" shall also be required as a condition of the Stormwater Management Permit, pursuant to SWMC Ch. 13.40.

G. The Stormwater Management Permit shall identify the party responsible for compliance, and may require the posting of a bond or surety to guarantee financial responsibility for compliance as a condition of the permit. The amount of the bond or other surety shall not exceed one hundred twenty five percent (125%) of the cost of compliance with the conditions and requirement of the Stormwater Management Permit, as determined by the director.

H. Any applicant may appeal the decision of the director to issue, condition or deny a permit in the same manner as a Type II decision subject to SWMC Ch. 2.90, to the extent applicable and not inconsistent with this chapter.

### **13.36.110 Civil Enforcement.**

The director shall enforce this chapter. Violations of this chapter shall be subject to civil and criminal penalties as set forth in this Chapter. It shall be a violation of this chapter to (a) engage in any regulated activity without a permit issued pursuant to this chapter, (b) to violate the terms and conditions of a permit issued pursuant to this chapter, or (c) to permit, allow, or commit an illicit discharge prohibited by this chapter.

A. General. Enforcement action shall be in accordance with this chapter whenever a person has violated any provision of this chapter. The choice of enforcement action and the severity of any civil penalty shall be based on the nature of the violation, the damage or risk to the public or the public resources, and/or the degree of bad faith of the person subject to the enforcement action.

B. Stop-Work Order. The director shall have the authority to serve a person a stop work order if an action is being undertaken in violation of this chapter. If a portion of a project is in violation of this chapter, the director may issue a stop work order for the entire project, and the order may revoke a Stormwater Management Permit or Stormwater Maintenance Permit.

1. Content of Order. The order shall contain:

a. A description of the specific nature, extent and time of violation and the damage or potential damage; and

b. A notice that the violation or the potential violation cease and desist, and, in appropriate cases, the specific corrective action to be taken within a given time. A civil penalty under subsection C may be issued with the order.

2. Notice. A stop work order shall be imposed by a notice in writing, either by certified mail with return receipt requested, or by personal service, to the person incurring the same.

3. Effective Date. The stop work order issued under this section shall become effective immediately upon receipt by the person to whom the order is directed.

4. Compliance. Failure to comply with the terms of a stop work order shall result in enforcement actions including, but not limited to, the issuance of a civil penalty.

C. Civil Penalty. A person who fails to comply with the requirements of this chapter, who fails to conform to the terms of an approval or order issued, who undertakes new development without first obtaining city approval, or who fails to comply with a stop work order issued under these regulations shall be subject to a civil penalty.

1. Amount of Penalty. The penalty shall be one hundred dollars for each violation. Each day of continued violation or repeated violation shall constitute a separate violation.

2. Aiding or Abetting. Any person who, through an act of commission or omission, aids or abets in the violation shall be considered to have committed a violation for the purposes of the civil penalty.

3. Notice of Penalty. A civil penalty shall be imposed by a notice in writing, either by certified (or registered) mail with return receipt requested or by personal service, to the person incurring the same from the city. The notice shall describe the violation, approximate the date(s) of violation, and shall order the acts constituting the violation to cease and desist, and, in appropriate cases, require necessary corrective action within a specific time.

4. Application for Mitigation. Any person incurring a penalty may apply in writing within fourteen days of receipt of the penalty to the director for rescission or mitigation of such penalty. Upon receipt of the application, the director may rescind or mitigate the penalty upon a demonstration of extraordinary circumstances, such as the presence of information of factors not considered in setting the original penalty. The decision of the director may be appealed to the city council within thirty days of the decision.

5. Appeal of Civil Penalty. Persons incurring a penalty imposed by the director may appeal in writing to the Skagit County Superior Court within thirty days of the receipt of the penalty, or within thirty days of the decision of the director regarding remission or mitigation of the penalty, whichever is later.

D. Penalties. Penalties imposed under this section shall become due and payable thirty days after receiving it unless application for remission or mitigation is made or an appeal is filed. Whenever an application for remission or mitigation is made, penalties shall become due and payable thirty days after receipt of the decision regarding the remission or mitigation. Whenever an appeal of a penalty is filed, the penalty shall become due and payable after all review proceedings and final decision has been issued confirming all or part of the penalty. If the amount of a penalty owed the city is not paid within the time specified, the city may take actions necessary to recover such penalty, including legal action to reduce the same to a judgment and collection the same.

E. The director is authorized to seek injunctions, restraining orders, and other civil relief in court as is necessary to enforce this chapter.

### **13.36.120 Criminal Violation.**

In addition to any civil penalty or civil enforcement action, a willful violation of this chapter by any person shall constitute a gross misdemeanor punishable by a five thousand dollar fine, imprisonment in jail not to exceed one year, or both.

# Exhibit B

## SWMC 13.40 Stormwater Maintenance

**Chapter 13.40**  
**STORMWATER MAINTENANCE**

**13.40.010 Purpose.**

The provisions of this chapter are intended to:

- A. Provide for inspection and maintenance of stormwater facilities in the city to provide for an effective, functional stormwater drainage system;
- B. Authorize the city to require that stormwater facilities be operated, maintained and repaired in conformance with this chapter;
- C. Establish the minimum level of compliance which must be met;
- D. Guide and advise all who conduct inspection and maintenance of stormwater facilities.

**13.40.020 Definitions.**

For the purposes of this chapter, the following definitions shall apply:

For the purposes of this chapter, the following definitions shall apply:

The definitions in

(1) Wetlands Guidance Appendix 2, Definitions,

(2) the Glossary and Notations, in the 2005 Ecology Stormwater Management Manual for Western Washington; and

(3) Section 2. Definitions Related to Minimum Requirements, Appendix I of the NPDES Phase II Municipal Stormwater Permit,

are incorporated by reference, unless the context clearly indicates that another definition is applicable.

“Director” means the city engineer or his designee.

“Person” means any individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, agency of the state, or local government unit, however designated.

“Stormwater Management Manual” or “Manual” means Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the 2005

Ecology Stormwater Management Manual for Western Washington, excepted as modified in SWMC 13.36.060(A)(4).

“Stormwater Management Permit” is a permit or approval issued by the director pursuant to SWMC Chapter 13.36 for a regulated activity.

“Stormwater Maintenance Permit” is a permit or approval issued by the director pursuant to SWMC Chapter 13.40 for maintenance of facility constructed for a regulated activity.

#### **13.40.030 Abrogation and interpretation of provisions.**

A. Abrogation and Greater Restrictions. It is not intended that this chapter repeal, abrogate or impair any existing ordinances, regulations, issued permit requirements, easements, covenants or deed restrictions, except as expressly stated. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

B. Interpretation. The provisions of this chapter shall be liberally construed to serve the purposes of this chapter.

#### **13.40.040 Applicability.**

A. When any provision of any other ordinance of the city conflicts with this chapter, that which provides the higher standard of environmental protection shall apply unless specifically provided otherwise in this chapter.

B. This chapter applies to all activities which are subject to SWMC Ch. 13.36, and which have one or more conditions or requirements of a Stormwater Management Permit which are permanent or shall require compliance after the completion of the permitted activity regulated by SWMC Ch. 13.36.

C. All activities regulated by this chapter shall require a Stormwater Maintenance Permit issued pursuant to this chapter. The Stormwater Maintenance Permit shall govern those conditions or requirements of a Stormwater Management Permit which are permanent or shall require compliance after the completion of the permitted activity regulated by SWMC Ch. 13.36.

D. Prior to the applicant fulfilling the requirements of this chapter, the city shall not issue a Stormwater Maintenance Permit.

E. In most situations, non-permanent development activities shall be governed by the Stormwater Management Permit. At the completion of the activities governed by the Stormwater Management Permit, the continuing maintenance and operation of any facilities that continue in operation will be governed by the Stormwater Maintenance Permit issued pursuant to

SWMC Ch. 13.40. Both permits will be issued by the director, and shall be administered together to meet the Minimum Requirements and BMPs of the Manual.

**13.40.050 Stormwater Management Manual and Appendix I of Permit adopted; Administrative Provisions Authorized.**

- A. The Thresholds, Definitions, Minimum Requirements and Exceptions, Adjustment and Variance Criteria found in Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the 2005 Ecology Stormwater Management Manual for Western Washington are hereby adopted by reference, and are hereinafter collectively referred to as the “Manual”, excepted as modified in SWMC 13.40.060(A)(4).
- B. The Director may, in his discretion, modify, adopt and publish standards, designs and administrative regulations for permitting, to supplement the Manual, provided that the standards, designs and administrative regulations are consistent with the Manual. The standards, designs and administrative regulations may include non-structural preventative actions and source reduction approaches such as low impact development (LID) techniques consistent with the Manual. Prior to adoption the Director shall solicit written and verbal comment at an advertized public hearing.
- C. Any standards, designs, and administrative regulations adopted by the Director shall be published in printed form maintained for inspection and copying at office of City Engineer. Any such standards, designs, and administrative regulations shall have the same effect as a provision of this ordinance, and its administration and application to a particular permit is subject to appeal and variance in the same manner as the provisions of this ordinance.

**13.40.060 Regulated activities and exempt activities.**

- A. Regulated Activities.
  - 1. All development and redevelopment shall be regulated activity subject to this ordinance, and shall be subject to the applicable Minimum Requirements of the manual, unless exempted in subsection B of this section.
  - 2. Not all of the Minimum Requirements apply to every development or redevelopment project. The applicability of the Minimum Requirements to a project or activity shall be determined by the thresholds in the Manual.
  - 3. If new development and redevelopment at sites below the regulatory threshold of this chapter were subject to regulation at the time of permitting, they shall continue to be subject to stormwater regulations, even if the site activities resulted in land disturbances of less than the one (1) acre threshold. The local stormwater requirements in effect at the

time of permit issuance shall apply, unless the Minimum Requirements for new development and re-development contained in this chapter are applicable.

4. The requirements of this chapter apply to all development and redevelopment within the City of Sedro-Woolley, including sites which do not meet the 1-acre or larger threshold of the Manual.

B. Exemptions. The following activities are exempt pursuant to the Manual from the requirements of this chapter:

1. Forest practices:

Forest practices regulated under Title 222 WAC, except for Class IV General forest practices that are conversions from timber land to other uses, are exempt from the provisions of the Minimum Requirements.

2. Commercial agriculture:

Commercial agriculture practices involving working the land for production are generally exempt. However, the conversion from timberland to agriculture, and the construction of impervious surfaces are not exempt.

3. Oil and Gas Field Activities or Operations:

Construction of drilling sites, waste management pits, and access roads, as well as construction of transportation and treatment infrastructure such as pipelines natural gas treatment plants, natural gas pipeline compressor stations, and crude oil pumping stations are exempt. Operators are encouraged to implement and maintain Best Management Practices to minimize erosion and control sediment during and after construction activities to help ensure protection of surface water quality during storm events.

4. Road Maintenance:

i. The following road maintenance practices are exempt: pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, and vegetation maintenance.

ii. The following road maintenance practices are considered redevelopment, and therefore are not categorically exempt:

a. Removing and replacing a paved surface to base course or lower, or repairing the roadway base;

b. Extending the pavement edge without increasing the size of the road prism, or paving graveled shoulders;

c. Resurfacing by upgrading from dirt to gravel, asphalt, or concrete; upgrading from gravel to asphalt, or concrete; or upgrading from a bituminous surface treatment ("chip seal") to asphalt or concrete.

5. Underground utility projects:

Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are only subject to Minimum Requirement for Construction Stormwater Pollution Prevention.

C. All other development or redevelopment is subject to one or more of the Minimum Requirements of the Manual.

#### **13.40.070 Maintenance requirements.**

A. Maintenance Required. All stormwater facilities shall be operated and maintained in accordance with this chapter, the Manual, including the Minimum Standards and BMPs in the Manual, The Western Washington Phase II Municipal Stormwater Permit, the Sedro-Woolley Stormwater Management Plan, and the Stormwater Maintenance Permit.

B. Compliance. Property owners are responsible for the maintenance, operation or repair of stormwater systems and BMPs. Property owners shall maintain, operate and repair these facilities in compliance with the requirements of the Manual, including the Minimum Standards and BMPs in the Manual, The Western Washington Phase II Municipal Stormwater Permit, the Sedro-Woolley Stormwater Management Plan, and the Stormwater Maintenance Permit.

C. Financial Responsibility. The property owners are responsible for the maintenance, operation and repair of the stormwater system subject to the Stormwater Maintenance Permit. The director may require a bond or other surety, or a block fund in a federally insured financial institution, as security for the permanent maintenance, operation and repair of the stormwater facilities, as a condition of the Stormwater Maintenance Permit, on such conditions as the director deems reasonable, considering the size and cost of the facility.

#### **13.40.075 Stormwater Minimum Requirements and Best Management Practices (BMPs).**

A. The Minimum Requirements of the Manual are adopted and incorporated herein by reference.

B. The site planning process of the Manual and BMP selection and design criteria of the Manual shall be used to implement the Minimum Requirements of the Manual.

C. All development and redevelopment shall apply all known, available and reasonable methods of prevention, control and treatment (AKART), utilizing the BMPs and design criteria of the Manual to comply with the Minimum Requirements of the Manual, prior to discharge into the City of Sedro-Woolley Storm Sewer System permitted by the Department of Ecology

D. No person may conduct activity regulated by this chapter which discharges directly to, or indirectly through the City of Sedro-Woolley Storm Sewer System permitted by the Department

of Ecology, in unless they meet the requirements of this chapter and obtain a Stormwater Management Permit or Stormwater Maintenance Permit, or both.

E. All stormwater site plans for regulated activity (development and redevelopment) are subject to review and approval by the director, and shall require a Stormwater Management Permit or Stormwater Maintenance Permit issued by the director pursuant to this chapter. A Stormwater Maintenance Permit may be required by the director as a condition of the Stormwater Management Permit.

F. The director shall adopt BMPs for Low Impact Development (LIDs) techniques pursuant to SWMC 13.36.060(B) as administrative regulations for the implementation of this chapter. The director may adopt specific BMPs from Chapter 7 of the Low Impact Development Technical Guidance Manual for Puget Sound (PSAT/WSU Extension 2005) or other approved source. In addition, an applicant may seek an adjustment or variance incorporating BMPs for LID techniques into permit approval.

#### **13.40.080 Adjustments and Variances.**

A. Adjustments. Adjustments to the Minimum Requirements may be granted by the Director provided that a written finding of fact is prepared, that addresses the following:

1. The adjustment provides substantially equivalent environmental protection.
2. Based on sound Engineering practices, the objectives of safety, function, environmental protection and facility maintenance, are met.

Adjustments under this subsection do not require a public notice or hearing, and the decision of the director under this subsection is not subject to appeal.

B. Exceptions/Variances. Exceptions/variances (exceptions) to the Minimum Requirements may be granted by the Director following legal public notice of an application for an exception or variance, legal public notice of the Director's decision on the application, and written findings of fact that documents the Director's determination to grant an exception. The Director shall keep records, including the written findings of fact, of all local exceptions to the Minimum Requirements.

Project-specific design exceptions based on site-specific conditions do not require prior approval of the Department. The Director must seek prior approval by the Department for any jurisdiction-wide exception.

The Director may grant an exception to the Minimum Requirements if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the Director must consider and document with written findings of fact the following:

1. The current (pre-project) use of the site, and

2. How the application of the minimum requirement(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the Minimum Requirements; and
3. The possible remaining uses of the site if the exception were not granted; and
4. The uses of the site that would have been allowed prior to the adoption of the Minimum Requirements; and
5. A comparison of the estimated amount and percentage of value loss as a result of the Minimum Requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the Minimum Requirements; and
6. The feasibility for the owner to alter the project to apply the Minimum Requirements.

C. In addition any exception/variances must meet the following criteria:

1. The exception will not increase risk to the public health and welfare, nor injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and
2. The exception is the least possible exception that could be granted to comply with the intent of the Minimum Requirements.

D. An exception/variance shall be subject to the same notice requirements and appeal process from the decision of the Director as a Type II decision subject to SWMC Ch. 2.90, to the extent applicable and not inconsistent with this chapter.

### **13.40.090 Prohibitions.**

A. Illicit discharge to stormwater drainage systems is prohibited. Illicit discharges are defined as those discharges prohibited by the Manual, the Western Washington Phase II Municipal Stormwater Permit, The City of Sedro-Woolley Stormwater Management Plan, and state law.

B. The following categories of nonstormwater discharges are prohibited unless the stated conditions are met:

1. Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the MS4.
2. Discharges from lawn watering and other irrigation runoff. These shall be minimized through, at a minimum, public education activities (see section S5.C.1) and water conservation efforts.
3. Dechlorinated swimming pool discharges. The discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4.

Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.

4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents. At active construction sites, street sweeping must be performed prior to washing the street.

5. Other non-stormwater discharges. The discharges shall be in compliance with the requirements of a stormwater pollution prevention plan reviewed by the director, which addresses control of such discharges.

C. Development and Redevelopment which fails to comply with the requirements of this ordinance is prohibited.

#### **13.40.100 Authority.**

A. Director. The director or a designee/inspector shall administer and enforce this chapter and shall be referred to as the director.

B. Inspection Authority. The director is directed and authorized to develop an inspection program for stormwater facilities in the city, including all facilities operating under a Stormwater Maintenance Permit.

C. Plan, Manual, and Inspection Schedule. All activities and facilities which are subject to this chapter shall, as a condition of the Stormwater Maintenance Permit, submit a permanent maintenance plan, maintenance and operations manual, and an inspection schedule, which shall be subject to the approval of the director. Compliance with the plan, maintenance manual and inspection schedule shall be a condition of the Stormwater Maintenance Permit.

D. Previously Constructed Facilities. This chapter shall apply to stormwater facilities which were legally constructed without a Stormwater Maintenance Permit issued pursuant to this chapter, to the extent permitted and required by the Manual. The facilities shall be subject to inspection for compliance with the original conditions of approval and the applicable standards of this chapter.

#### **13.40.110 Inspection program.**

A. Inspection. The inspector is authorized to inspect during regular working hours and at other reasonable times all stormwater drainage systems within the city to determine compliance with the provisions of this chapter. The following schedule shall apply:

1. Facilities operating under a Stormwater Maintenance Permit shall be inspected pursuant to the inspection schedule incorporated in the permit.

2. Facilities operating without a Stormwater Maintenance Permit shall be inspected at least annually, unless the director determines that annual inspections are not necessary.

3. Facilities which the director has reason to believe are not being maintained or operated consistent with the Stormwater Maintenance Permit or as previously permitted or designed, may be inspected by the director at any time, as set forth below.

B. Procedures. Prior to making any inspections, the inspector shall present identification credentials, state the reason for the inspection and request entry.

1. If the property of any building or structure on the property is unoccupied, the inspector shall first make a reasonable effort to locate the owner or any other person(s) having charge or control of the property or portions of the property and request entry.

2. If after reasonable effort, the inspector is unable to locate the owner or other person(s) having charge or control of the property, and has reason to believe the condition of the stormwater drainage system creates an imminent hazard to persons or property, the inspector may enter.

3. Unless entry is consented to by the owner or person(s) in control of the property or portion of the property or unless conditions are reasonably believed to exist which create imminent threat to public safety, the inspector shall obtain a search warrant, prior to entry, as authorized by the laws of the state of Washington.

4. The inspector may inspect the stormwater drainage system without obtaining a search warrant provided for in subsection (B)(3) of this section, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

C. Inspection schedule. The director shall establish a master inspection and maintenance schedule to inspect appropriate stormwater facilities that are not owned by the city. Inspections shall be annual. Critical stormwater facilities may require a more frequent inspection schedule.

D. Inspection and Maintenance Records. As existing stormwater facilities are encountered, they shall be added to the master inspection and maintenance schedule. Records of new stormwater facilities shall include the following:

1. As-built plans and locations;
2. Findings of fact from any exemptions granted by the local government;
3. Operation and maintenance requirements and records of inspections, maintenance actions and frequencies;
4. Engineering reports, as appropriate.

E. Reporting Requirements. The director shall report annually to the city council about the status of the inspections. The annual report may include, but need not be limited to, the proportion of the components found in and out of compliance, the need to upgrade components, enforcement actions taken, compliance with the inspection schedule, the resources needed to comply with the schedule, and comparisons with previous years.

F. Easement. The director may require, as a condition of the Stormwater Maintenance Permit, that the City of Sedro-Woolley be conveyed a permanent easement to access the permitted stormwater facilities for purposes of inspection and emergency maintenance and repairs.

### **13.40.120 Administration.**

A. Director. The director or a designee shall administer this chapter and shall be referred to as the director. The director shall have the authority to develop and implement administrative procedures to administer and enforce this chapter.

B. Review and Approval.

A. Any activity subject to regulation by this chapter shall not be approved until the director issues a written finding that the regulated activity complies with this chapter, or is exempt. The finding, approvals and conditions shall be incorporated into a "Stormwater Maintenance Permit". The omission of a Minimum Requirement or BMP on the permit or approved plan shall not relieve the applicant of complying with the Minimum Requirement or BMP if it is made applicable by the manual.

B. Any owner or applicant seeking approval or a permit for activity regulated by this chapter shall, in addition to any other permit necessary for the activity, apply for a Stormwater Maintenance Permit in the form provided by the director, and shall provide the information required to demonstrate compliance with Minimum Requirements and BMPs specified in the Manual. The form of the application shall meet the requirements established by the director.

C. The director may approve, conditionally approve or deny an application for activities regulated by this chapter. Such approval or denial shall be based on the Thresholds, Definitions, Minimum Requirements and Exceptions, Adjustment and Variance Criteria found in Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the 2005 Ecology Stormwater Management Manual for Western Washington, and on any administrative provisions adopted by the director pursuant to SWMC Section 13.40.050.

D. If an adjustment, exception or variance is allowed, it shall be incorporated into the conditions and terms of the permit issued by the director.

E. Inspection. All activities regulated by this chapter shall be inspected by the director. The director shall inspect projects at various stages of the work requiring approval to determine that the regulated activity is complying with the terms of the permit and approval. Stages of work requiring inspection include, but are not limited to, preconstruction; installation of BMPs; land

disturbing activities; installation of utilities, landscaping, retaining walls and completion of project. When required by the director, a special inspection and/or testing shall be performed.

F. All project applications must address long-term maintenance responsibility and access for maintenance inspections, and all must continue to meet the minimum requirements of the Manual as a condition of the Stormwater Maintenance Permit.

G. The Stormwater Maintenance Permit shall identify the party responsible for compliance, and may require the posting of a bond or surety to guarantee financial responsibility for compliance as a condition of the permit. The amount of the bond or other surety shall not exceed one hundred twenty five percent (125%) of the cost of compliance with the conditions and requirement of the Stormwater Maintenance Permit, as determined by the director.

H. Any applicant may appeal the decision of the director to issue, condition or deny a permit in the same manner as a Type II decision subject to SWMC Ch. 2.90, to the extent applicable and not inconsistent with this chapter.

#### **13.40.130 Civil Enforcement.**

The director shall enforce this chapter. Violations of this chapter shall be subject to civil and criminal penalties as set forth in this Chapter. It shall be a violation of this chapter to (a) engage in any regulated activity without a permit issued pursuant to this chapter, (b) to violate the terms and conditions of a permit issued pursuant to this chapter, or (c) to permit, allow, or commit an illicit discharge prohibited by this chapter.

A. General. Enforcement action shall be in accordance with this chapter whenever a person has violated any provision of this chapter. The choice of enforcement action and the severity of any civil penalty shall be based on the nature of the violation, the damage or risk to the public or the public resources, and/or the degree of bad faith of the person subject to the enforcement action.

B. Stop-Work Order. The director shall have the authority to serve a person a stop work order if an action is being undertaken in violation of this chapter. If a portion of a project is in violation of this chapter, the director may issue a stop work order for the entire project, and the order may revoke a Stormwater Management Permit or Stormwater Maintenance Permit.

1. Content of Order. The order shall contain:

a. A description of the specific nature, extent and time of violation and the damage or potential damage; and

b. A notice that the violation or the potential violation cease and desist, and, in appropriate cases, the specific corrective action to be taken within a given time. A civil penalty under subsection C may be issued with the order.

2. Notice. A stop work order shall be imposed by a notice in writing, either by certified mail with return receipt requested, or by personal service, to the person incurring the same.

3. Effective Date. The stop work order issued under this section shall become effective immediately upon receipt by the person to whom the order is directed.

4. Compliance. Failure to comply with the terms of a stop work order shall result in enforcement actions including, but not limited to, the issuance of a civil penalty.

C. Civil Penalty. A person who fails to comply with the requirements of this chapter, who fails to conform to the terms of an approval or order issued, who undertakes new development without first obtaining city approval, or who fails to comply with a stop work order issued under these regulations shall be subject to a civil penalty.

1. Amount of Penalty. The penalty shall be one hundred dollars for each violation. Each day of continued violation or repeated violation shall constitute a separate violation.

2. Aiding or Abetting. Any person who, through an act of commission or omission, aids or abets in the violation shall be considered to have committed a violation for the purposes of the civil penalty.

3. Notice of Penalty. A civil penalty shall be imposed by a notice in writing, either by certified (or registered) mail with return receipt requested or by personal service, to the person incurring the same from the city. The notice shall describe the violation, approximate the date(s) of violation, and shall order the acts constituting the violation to cease and desist, and, in appropriate cases, require necessary corrective action within a specific time.

4. Application for Mitigation. Any person incurring a penalty may apply in writing within fourteen days of receipt of the penalty to the director for rescission or mitigation of such penalty. Upon receipt of the application, the director may rescind or mitigate the penalty upon a demonstration of extraordinary circumstances, such as the presence of information of factors not considered in setting the original penalty. The decision of the director may be appealed to the city council within thirty days of the decision.

5. Appeal of Civil Penalty. Persons incurring a penalty imposed by the director may appeal in writing to the Skagit County Superior Court within thirty days of the receipt of the penalty, or within thirty days of the decision of the director regarding remission or mitigation of the penalty, whichever is later.

D. Penalties. Penalties imposed under this section shall become due and payable thirty days after receiving it unless application for remission or mitigation is made or an appeal is filed. Whenever an application for remission or mitigation is made, penalties shall become due and payable thirty days after receipt of the decision regarding the remission or mitigation. Whenever an appeal of a penalty is filed, the penalty shall become due and payable after all review

proceedings and final decision has been issued confirming all or part of the penalty. If the amount of a penalty owed the city is not paid within the time specified, the city may take actions necessary to recover such penalty, including legal action to reduce the same to a judgment and collection the same.

E. The director is authorized to seek injunctions, restraining orders, and other civil relief in court as is necessary to enforce this chapter.

#### **13.40.140 Criminal Violation.**

In addition to any civil penalty or civil enforcement action, a willful violation of this chapter by any person shall constitute a gross misdemeanor punishable by a five thousand dollar fine, imprisonment in jail not to exceed one year, or both.

Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY,  
WASHINGTON, ADOPTING FINDINGS SUPPORTING THE ADOPTION OF THE  
2005 STORMWATER MANUAL FOR WESTERN WASHINGTON AND RELATED  
STANDARDS AS AMENDMENTS TO SWMC CH. 13.36 AND CH. 13.340, AND  
CONFIRMING ORDINANCE NO. 1648-09**

Whereas, the City Council enacted Ordinance No. 1648-09 on August 12, 2009, and scheduled a public hearing pursuant to RCW 35.63.200, and

Whereas, the City Council has held a public hearing on August 26, 2009, to receive public testimony regarding this ordinance, and

Whereas, notice of the public hearing was properly published, now therefore,

**THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES HEREBY  
RESOLVE AS FOLLOWS:**

**Section 1.** The City Council makes the following Findings:

A. SWMC Ch. 13.36 and 13.40 does not provide adequate standards that comply with the 2005 Stormwater Management Manual for Western Washington (SWMMWW), and Appendix 1 of the Western Washington Phase II Stormwater Permit.

B. Stormwater management and maintenance standards that meet current state and federal requirements are necessary for the preservation of the public health and safety.

C. The determination of the proper standards for stormwater maintenance and design is a matter of requiring special expertise of the City Engineer, who recommends adoption of Ordinance No. 1648-09 to comply with current state and federal law.

D. A temporary adoption of stormwater maintenance and management standards for private and public works is in the interests of the health, safety and welfare of the City.

E. The City needs to complete SEPA review of Ordinance No. 1648-09 pending permanent adoption.

F. The City Council of the City of Sedro-Woolley should enact, as a temporary measure as authorized by RCW 36.70A.390, on an emergency basis, Ordinance No. 1648-09.

**Section 2.** Based on the forgoing Findings, the City Council hereby determines that the adoption of Ordinance No 1648-09, is necessary for the health, safety and welfare of the citizens of Sedro-Woolley, and hereby confirms said ordinance pursuant to RCW 35.63.200.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

---

MAYOR

Attest:

---

City Clerk

Approved as to Form:

---

City Attorney

UNFINISHED  
BUSINESS

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 26 2009

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building

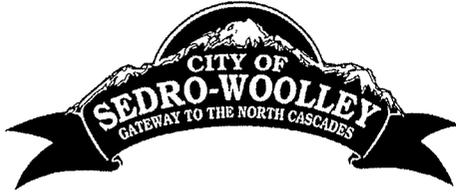
325 Metcalf Street

Sedro-Woolley, WA 98284

Phone (360) 855-9922

Fax (360) 855-9923

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



Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Fire Apparatus Grant/Loan Package from USDA  
DATE: August 26, 2009

- ISSUES:
1. Should the Council authorize the Mayor to sign the grant agreements for the grant/loan package offered by the USDA for the purchase of a new ladder truck and fire engine?
  2. Should the Council adopt the loan resolutions for the grant/loan package offered by the USDA for the purchase of a new ladder truck and fire engine?
  3. Should the Council authorize the fire chief to go to bid on a new ladder truck and fire engine?

BACKGROUND: [Recap from last meeting]: The Council authorized the mayor and staff to apply to the USDA for a grant/loan package to purchase a new fire engine and a new ladder truck. Darla worked her magic and was able to get preliminary approval for a grant/loan package as follows:

	<b>Grant</b>	<b>Loan</b>	<b>Local Match</b>	<b>Total</b>
Engine	<b>\$157,500.00</b>	\$267,500.00	\$ 25,000.00	\$450,000.00
Ladder	<b>\$200,000.00</b>	\$525,000.00	\$ 75,000.00	\$800,000.00

The local match would be paid for by our fire impact fee fund (approximate current balance of \$100,000). The loan would be paid over 20 years with annual payments totaling \$60,270.00 (interest is 4.375% or less). In 2009, the SWFD will make its final payment on its newest engine; those payments have been \$53,000.00 per year. Our proposal is to make these new payments using the dollars freed up by that final payment with the additional \$7,000.00 coming from new revenue from the State under the contract we have to protect the North Cascades Gateway Center (approx. \$17,000/year).

We are now ready to proceed with the required grant agreements and loan resolutions as well as authorization for the fire chief to go to bid for these two trucks.

RECOMMENDATIONS: Four actions are needed to proceed with this project.

1. Motion to authorize the Mayor to sign the grant agreements for the grant/loan package offered by the USDA for the purchase of a new ladder truck and fire engine.

2. Motion to adopt Resolution \_\_\_\_-09 a loan resolution for the grant/loan package offered by the USDA for the purchase of a new ladder truck.

3. Motion to adopt Resolution \_\_\_\_-09 a loan resolution for the grant/loan package offered by the USDA for the purchase of a new fire truck.

4. Motion to authorize the fire chief to go to bid on a new ladder truck, fire engine and purchase equipment for both of those trucks.

**United States Department of Agriculture  
Rural Housing Service**

**COMMUNITY FACILITIES GRANT AGREEMENT**

THIS GRANT AGREEMENT (Agreement) dated \_\_\_\_\_, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN \_\_\_\_\_ CITY OF SEDRO-WOLLEY \_\_\_\_\_

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

**WITNESSETH:**

All references herein to "Project" refer to a community facility to serve a rural community generally known as  
\_\_\_\_\_ FIRE TRUCK \_\_\_\_\_ The principal  
amount of the grant is \$ \_\_\_\_\_ 200,000.00 (Grant Funds) which is \_\_\_\_\_ 25  
percent of Project costs.

**WHEREAS**

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ \_\_\_\_\_ 800,000.00 Grantee is able to finance and has committed \$ \_\_\_\_\_ 75,000.00 of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

---

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0173. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

---

Grantee agrees that Grantee will:

A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;

B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:

1. A comparison of actual accomplishments to the objectives established for that period;
2. Reasons why established objectives were not met;
3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
4. Objectives and timetables established for the next reporting period.

C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;

D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;

E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;

F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;

G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

**This Grant Agreement covers the following described real property (use continuation sheets as necessary).**

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

**This Grant Agreement covers the following described equipment (use continuation sheets as necessary).**

FIRE LADDER TRUCK

J. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 200,000.00 which it will advance to Grantee to meet not to exceed 25 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By

\_\_\_\_\_

and attested with its corporate seal affixed (if applicable) by

\_\_\_\_\_

Attest:

\_\_\_\_\_

By

\_\_\_\_\_

(Title)

\_\_\_\_\_

UNITED STATES OF AMERICA  
RURAL HOUSING SERVICE

By

\_\_\_\_\_

(Name)

(Title)

**United States Department of Agriculture  
Rural Housing Service**

**COMMUNITY FACILITIES GRANT AGREEMENT**

THIS GRANT AGREEMENT (Agreement) dated \_\_\_\_\_, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN \_\_\_\_\_ CITY OF SEDRO-WOOLLEY \_\_\_\_\_

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as \_\_\_\_\_ FIRE ENGINE ACQUISITION \_\_\_\_\_. The principal amount of the grant is \$ \_\_\_\_\_ 157,500.00 \_\_\_\_\_ (Grant Funds) which is \_\_\_\_\_ 35 \_\_\_\_\_ percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ \_\_\_\_\_ 450,000.00 \_\_\_\_\_. Grantee is able to finance and has committed \$ \_\_\_\_\_ 25,000.00 \_\_\_\_\_ of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

Grantee agrees that Grantee will:

- A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;
- B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:
1. A comparison of actual accomplishments to the objectives established for that period;
  2. Reasons why established objectives were not met;
  3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
  4. Objectives and timetables established for the next reporting period.
- C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;
- D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;
- E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;
- F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;
- G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

**This Grant Agreement covers the following described real property (use continuation sheets as necessary).**

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

**This Grant Agreement covers the following described equipment (use continuation sheets as necessary).**

Fire Engine Vehicle

J. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 157,500.00 which it will advance to Grantee to meet not to exceed 35 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By

\_\_\_\_\_

and attested with its corporate seal affixed (if applicable) by

\_\_\_\_\_

Attest:

\_\_\_\_\_

By

\_\_\_\_\_

(Title)

\_\_\_\_\_

UNITED STATES OF AMERICA  
RURAL HOUSING SERVICE

By

\_\_\_\_\_

(Name)

(Title)

USDA  
Form RD 1942-47  
(Rev. 12-97)

LOAN RESOLUTION  
(Public Bodies)

FORM APPROVED  
OMB NO. 0575-0015

A RESOLUTION OF THE \_\_\_\_\_  
OF THE \_\_\_\_\_  
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING  
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS  
\_\_\_\_\_  
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the \_\_\_\_\_ City of Sedro-Woolley  
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

\_\_\_\_\_ ; and  
pursuant to the provisions of \_\_\_\_\_

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

\* In the contents of this loan resolution the word "Bond" is replaced with "ommissionary note"



**CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

I, the undersigned, as \_\_\_\_\_ of the \_\_\_\_\_  
hereby certify that the \_\_\_\_\_ of such Association is composed of  
\_\_\_\_\_ members, of whom \_\_\_\_\_, constituting a quorum, were present at a meeting thereof duly called and  
held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and that the foregoing resolution was adopted at such meeting  
by the vote shown above. I further certify that as of \_\_\_\_\_, the date of closing of the loan from the Government, said resolution  
remains in effect and has not been rescinded or amended in any way.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Title \_\_\_\_\_

USDA  
Form RD 1942-47  
(Rev. 12-97)

LOAN RESOLUTION  
(Public Bodies)

FORM APPROVED  
OMB NO. 0575-0015

A RESOLUTION OF THE \_\_\_\_\_  
OF THE \_\_\_\_\_  
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING  
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS  
\_\_\_\_\_  
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the \_\_\_\_\_  
City of Sedro-Woolley  
(Public Body)  
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of  
\$267,500.00

pursuant to the provisions of \_\_\_\_\_; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In The contents of This loan resolution the word "Bond" is replaced with "Promissory Note"



**CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

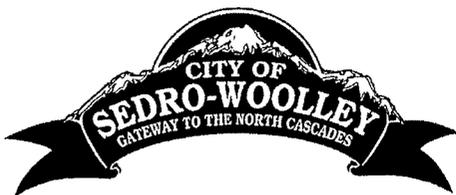
I, the undersigned, as \_\_\_\_\_ of the \_\_\_\_\_  
hereby certify that the \_\_\_\_\_ of such Association is composed of  
\_\_\_\_\_ members, of whom \_\_\_\_\_, constituting a quorum, were present at a meeting thereof duly called and  
held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and that the foregoing resolution was adopted at such meeting  
by the vote shown above. I further certify that as of \_\_\_\_\_, the date of closing of the loan from the Government, said resolution  
remains in effect and has not been rescinded or amended in any way.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Title \_\_\_\_\_

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 26 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: Solid Waste Rate increases  
DATE: August 26, 2009

ISSUE: Should the Council adopt the draft ordinance increasing solid waste rates?

BACKGROUND: This is a follow up from the last Council meeting. As we discussed, the City was outvoted on the Solid Waste System Governance Board and a rate increase was approved. The current tipping fee is \$82.00 per ton; the new fee will be \$86.00 per ton. This rate increase is particularly difficult for our community since we have made cuts to all departments to keep ahead of the recession and avoid tax and fee increases on our citizens. Skagit County did not even consider reductions to reduce or eliminate this fee increase and their increase will necessitate an increase to our ratepayers.

The attached draft ordinance accomplishes three objectives:

1. It includes the additional costs from Skagit County in our base rate (Patsy estimates this increase to be approximately \$.50 for residential customer and a variable amount for commercial customers based upon approximate weight per month);
2. It makes the \$1.00 fuel surcharge as a "base surcharge" (note: the fuel surcharge is based on the cost of diesel exceeding \$2.00 a gallon, a price we don't expect to see again in the future) and creates a new fuel surcharge that comes and goes automatically in smaller amounts based on the actual cost of diesel; and
3. Makes a few minor changes to the layout and language of the existing code.

This ordinance would not be effective until January 1, 2010.

As per your instructions on the 12<sup>th</sup>, the revised ordinance keeps the original fuel surcharge from 2005 as a base surcharge rather than making it part of the rate.

RECOMMENDATION: Motion to adopt Ordinance \_\_\_\_-09, an ordinance increasing rates for the collection of solid waste.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE FEES AND CHARGES FOR USE OF THE  
CITY OF SEDRO-WOOLLEY REFUSE COLLECTION AND DISPOSAL  
SYSTEM AND AMENDING PORTIONS OF SEDRO-WOOLLEY MUNICIPAL  
CODE CHAPTER 8.04**

WHEREAS, Despite the City of Sedro-Woolley’s ardent opposition to a rate increase, Skagit County is increasing its tipping fee for the transfer and disposal of municipal solid waste;

WHEREAS, the City Council of the City of Sedro-Woolley has determined that this rate increase from Skagit County cannot be paid through existing revenue; and

WHEREAS, the Council also desires to update its fuel surcharge; and

WHEREAS, notice of this pending rate change was published in the City’s newspaper of record on August 3, 2009 and August 10, 2009 and a public hearing was held on August 12, 2009; and

WHEREAS, the City Council finds that adoption of the user fees set forth in this ordinance will support the operation of the refuse collection system with the lowest possible rates; and

WHEREAS, the City Council finds that it is in the interests of the public health, safety and welfare to adopt the fee schedules set forth below, now therefore;

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

**Section 1:** SWMC Section 8.04.075 is hereby amended to read as follows:

Charges for refuse and garbage collection and disposal shall be compulsory. Charges not paid within twenty-five (25) days of billing date shall be delinquent and the charge may become a lien against the property which is serviced by the garbage collection and disposal system. The City, at its discretion may also reduce or eliminate service on delinquent accounts.

- A. The charges for regular weekly garbage service shall be as follows:  
1. Table 1: Residential.

<b>Monthly charge with one pickup per week</b>			
<b>Type of Service</b>	<b>Garbage</b>	<b>Recycling</b>	<b>Total</b>
Residential, 20-gal. can	\$ 8.00	\$2.50	\$10.50
Residential, 32-gal. can	15.43	2.50	17.93
Residential, 68-gal. can	22.53	2.50	25.03

Residential, 96-gal. can	30.20	2.50	32.70
Residential, Low Income	80% of applicable residential rate		

2. Residential includes single-family, duplex, triplex and condominium residences. Each living unit of such residences shall be subject to the rates established in this chapter.

3. Table 2: Commercial and Multifamily.

Commercial, 32-gal. can	\$ 17.50
Commercial, 68-gal. can	28.00
Commercial, 95-gal. can	38.25
Commercial, 1-yard container	70.20
Commercial, 2-yard container	94.40
Commercial, 3-yard container	142.00
Commercial, 4-yard container	186.80
Commercial, 6-yard container	279.20
Commercial, 8-yard container	377.00
Commercial, 30-yard container	\$150.00 haul fee, \$86.00 per ton dumping, and \$50.00 delivery fee
Multifamily, apartments, cabin courts and trailer park units, etc.	Applicable commercial rate plus \$2.50 per unit for recycling

B. If more than one pickup per week is required on a continuing basis and the customer is utilizing a container smaller than eight-yard capacity, a larger container shall be required. The city may at its discretion authorize more than one pickup per week under the following conditions:

1. Where the largest container provided by the city is not adequate for the amount of waste generated;
2. Where more than one pickup per week is required to maintain proper health and sanitation;
3. Where a larger container cannot reasonably be placed on the customer's property due to space limitation.

C. In cases where additional pickups are requested due to the use of container on construction sites, or other temporary uses or to accommodate temporary increases in the amount of waste generated, additional pickups shall be made at the rate set forth as follows for both residential and commercial customers:

1-yard container	\$ 26.00 for each pickup
2-yard container	46.00 for each pickup
3-yard container	71.00 for each pickup
4-yard container	81.00 for each pickup
6-yard container	121.00 for each pickup
8-yard container	161.00 for each pickup

**Section 2:** SWMC Section 8.04.120 is hereby deleted and replaced with the following:

A fuel surcharge is added to each account as follows:

A base surcharge of \$1.00 per month for each account and \$1.00 for each pick-up in excess of one pick-up per week.

When the average price of diesel paid by the City exceeds \$3.00 per gallon for a period of 30 days as determined by the Finance Director, a surcharge of \$.35 is added per month for each account and \$.10 for each pick-up in excess of one pick-up per week.

When the average price of diesel paid by the City exceeds \$4.00 per gallon for a period of 30 days as determined by the Finance Director, a surcharge of \$.70 is added per month for each account and \$.20 for each pick-up in excess of one pick-up per week.

When the average price of diesel paid by the City exceeds \$5.00 per gallon for a period of 30 days as determined by the Finance Director, a surcharge of \$1.05 is added per month for each account and \$.30 for each pick-up in excess of one pick-up per week.

Each surcharge shall be eliminated when the average price of diesel as determined by the Finance Director drops below the trigger price for a period of 30 days. The trigger prices are \$3.00, \$4.00 and \$5.00 as identified above.

The intent of this section is to recover from the users of the refuse disposal system the actual cost for fuel when it exceeds a base amount of \$2.99 per gallon and for that surcharge to be removed when the price of fuel drops (for example, when the price of diesel is \$4.00, the total surcharge would be \$1.70 per month; when the price of diesel is \$6.00, the total surcharge would be \$2.05 per month).

**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.

**Section 4.** The effective date of this Ordinance shall be January 1, 2010, more than 5 days after passage and publication.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor

Attest:

---

City Clerk

Approved as to form:

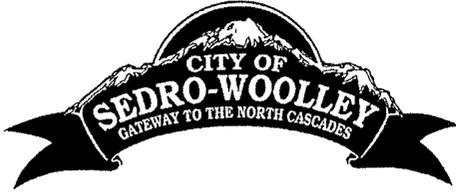
---

City Attorney

NEW  
BUSINESS

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 26 2009



CITY OF SEDRO-WOOLLEY

7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building  
AGENDA NO. 11

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: Purchasing Ordinance  
DATE: August 26, 2009

ISSUE: Should the Council adopt the attached ordinance establishing purchasing policies for the city for purchases unrelated to a public works project?

BACKGROUND: You adopted a purchasing ordinance (essentially the same one as I am presented tonight) in October of 2008. Then, in an attempt to remedy a potential conflict between SWMC 3.18 and Resolution 760-07, I recommended that you repeal SWMC 3.18 in January of this year. You did just that in Ordinance 1631-09. That was an error – I made a mistake in recommending that all of SWMC 3.18 be repealed as we still need the purchasing policy for project unrelated to a public works project to be in effect.

This ordinance reinstates that purchasing policy and directs the code reviser to codify Resolution 760-07, including any amendments, in the same chapter for ease of reference and use.

RECOMMENDATION: Motion to adopt Ordinance No. \_\_\_\_-09, an ordinance establishing purchasing policies for the City of Sedro-Woolley.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ESTABLISHING PROCEDURES RELATING TO PURCHASING AND ESTABLISHING A VENDOR LIST PROCESS FOR THE PURCHASING OF SUPPLIES, MATERIALS, AND EQUIPMENT

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies or equipment not connected to a public works project, allows certain purchasing contracts to be awarded by a vendor list process; and

WHEREAS, in order to be able to implement a vendor list process, the City is required by law to adopt a policy establishing specific procedures; and

WHEREAS, the City Council adopted Resolution 760-07 establishing the small works roster and consulting services roster in 2007 and amended that process in Resolution 805-09 in 2009; and

WHEREAS, the City Council desires to update its policy for purchasing and bidding consistent with Washington state law;

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

**Section 1.** A new chapter of the SWMC is adopted as follows:

**Chapter 3.**\_\_

**Purchasing Policies**

**3.\_\_.010** Purchasing of materials and supplies unrelated to a public works project under \$7,500.00.

**3.\_\_.020** Purchasing of materials and supplies unrelated to a public works project between \$7,500.00 and \$15,000.00.

**3.\_\_.030** Purchasing of materials and supplies unrelated to a public works project costing more than \$15,000.00.

**3.\_\_.010.** Purchase of materials, supplies or equipment not connected to a public works project in an amount of \$7,500.00 or less.

The city is not required to use informal or formal sealed bidding procedures or the procedures set forth in this ordinance to purchase materials, supplies, or equipment not connected to a public works project where the cost of the same will not exceed \$7,500.00. The city will attempt to obtain the lowest practical price for such goods and services.

**3, \_\_.020.** Purchase of materials, supplies or equipment not connected to a public works project in an amount between \$7,500.00 and \$15,000.00.

**1. Publication of Notice.** At least twice a year, the city shall publish, in the city's official newspaper, notice of the existence of a roster(s) of vendors for materials, supplies, and equipment, and shall solicit names of vendors for the roster.

**2. Electronic Rosters.** In addition to paper and/or electronic vendor lists kept on file in the appropriate department, the city may also use that state wide electronic database developed and maintained jointly by the Daily Journal of Commerce and the Municipal Research and Services Center of Washington.

**3 Telephone Quotations.** The city shall use the following process to obtain telephone quotations from vendors for the purchase of materials, supplies, or equipment:

a. A written description shall be drafted of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase;

b. A city representative shall make a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone solicitation quotations from the vendors for the required materials, supplies, or equipment;

c. The city representative shall not share telephone quotation from one vendor with other vendors solicited for the bid on the materials, supplies, or equipment;

d. A written record shall be made by the city representative of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor;

e. The city representative shall present to the city council (unless purchase may be approved under SWMC 2.104) all telephone quotations and a recommendation for award of the contract to the lowest responsible bidder.

**4. Determining the Lowest Responsible Bidder.** The city shall purchase the materials, supplies or equipment from the lowest responsible bidder (RCW 43.19.1911(9)), provided that whenever there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the city may call for new bids. The city, in determining the lowest responsible bidder may take the following factors, to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the city council may call for new bids. RCW 43.19.1911(9) states:

"In determining "lowest responsible bidder", in addition to price, the following elements shall be given consideration:

- (a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- (b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (c) Whether the bidder can perform the contract within the time specified;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws relating to the contract or services;
- (f) Such other information as may be secured having a bearing on the decision to award the contract:

PROVIDED, That in considering bids for purchase, manufacture, or lease, and in determining the "lowest responsible bidder," whenever there is reason to believe that applying the "life cycle costing" technique to bid evaluation would result in lowest total cost to the state, first consideration shall be given by state purchasing activities to the bid with the lowest life cycle cost which complies with specifications. "Life cycle cost" means the total cost of an item to the state over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life. The "estimated useful life" of an item means the estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner. Nothing in this section shall prohibit any state agency, department, board, commission, committee, or other state-level entity from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.

5. **Award.** The city council shall review quotations and recommendation by city staff and award the contract to the lowest responsible bidder, provided, that for contracts under \$10,000.00, the provisions of SWMC 2.104 shall apply. A written record of each vendor's quotations shall be made open to public inspection or telephone inquiry after the award of the contract. Any contract awarded under this subsection need not be advertised.

6. **Posting.** A list of all contracts awarded under these procedures shall be posted at city main administrative offices once every two months. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief

description of the items purchased, and the date it was awarded. Posting on the city's website satisfies this requirement.

**3. \_\_.030.** Purchase of materials, supplies or equipment not connected to a public works project in an amount of \$15,000.00 or more.

The city is required to use formal sealed bidding procedures to purchase materials, supplies, or equipment not related to a public works project where the cost of the same will exceed \$15,000.00.

1. **Call for Bids.** City shall publish notice that the city is inviting bids at least once in the city's official newspaper. The notice shall be published at least seven (7) days before the bid opening.
2. **Bid Opening.** Sealed bids shall be opened and read aloud at the time and place identified in the call for bids; the bid opening shall be open to the public.
3. Determination of lowest responsible bidder shall follow the process in SWMC 3. \_\_.020 (4).
4. **Award.** The City Council shall award the contract to the lowest responsible bidder. A written record of each vendor's bid shall be made open to public inspection or telephone inquiry after the award of the contract.
5. Posting shall follow the process in SWMC 3. \_\_.020(6).

**Section 2.** Small works roster procedures and consulting services roster procedures are established as approved by the Council in Resolution 760-07 and amended in Resolution 805-09 and shall be codified in this new chapter, SWMC 3. \_\_.

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

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

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of \_\_\_\_\_, 2009, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

Attest:

---

Patsy Nelson, Finance Director

Approved as to form:

---

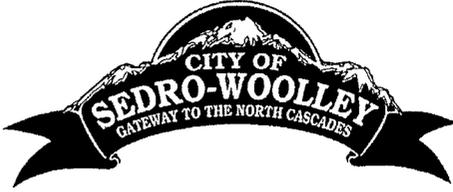
Eron Berg, City Attorney

Published:

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**AUG 26 2009**

**CITY OF SEDRO-WOOLLEY**



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

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: Annual Insurance  
DATE: August 26, 2009

**ISSUES:** Should the Council authorize the Mayor to enter into an insurance agreement with CIAW for insurance coverage from September 1, 2009 to August 30, 2010, a contract with Wallace & Associates for brokerage services and authorize the City Supervisor to give notice to CIAW

**BACKGROUND:** As per your direction from last year, the City solicited quotes from the two major insurance pools in the state. CIAW was lower with a quote of \$152,704 compared to WCIA's quote of \$187,562. While it is clear that the programs have some differences and the coverage afforded by WCIA appears to be broader, the recommendation from staff is to accept the lower quote.

Also, Wallace & Associates has requested our business as insurance broker for the next policy year. CIAW has agreed to reduce their annual premium by the amount of the broker contract (\$3,500). This appears to be a free service to the City for 2009-2010 and I can't see any reason not to try it out. We will want to be vigilant in 2010 to ensure that we are keeping costs low.

Finally, as in the prior two years, I would like authorization to give CIAW notice of our intent to withdraw at the end of the 2009-2010 year so we have the flexibility to solicit quotes from competitors and select the insurance pool that best meets our needs at the time.

**RECOMMENDATIONS:** Three motions are requested as follows:

1. Motion to authorize the Mayor to accept the quote and sign any necessary documentation to retain CIAW for 2009-2010 insurance services.
2. Motion to authorize the Mayor to sign the agreement with Wallace & Associates as the City's insurance broker for 2009-2010.
3. Motion to authorize the City Supervisor to mail the attached letter to CIAW giving notice of the City's intent to withdraw from the pool on August 30, 2010.

**CITY OF SEDRO-WOOLLEY**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Insurance Broker**

**THIS AGREEMENT** made and entered into on this            day of            , 2009, by and between the **CITY OF Sedro-Woolley**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Wallace & Associates, hereinafter referred to as the "Contractor."

Contractor Business: Wallace & Associates

Contractor Address: P.O. Box 405 Burlington, WA 98233

Contractor Phone: (360) 755-0631

Contractor Fax: (360) 755-9389

Contact Name Glenn Ash

Contractor e-mail: glenn@wallace-insurance.com

Federal Employee ID No.: 91-0720427

Authorized City Representative for this contract: Eron Berg, City Supervisor

**WHEREAS**, the City desires to engage the Contractor to provide Risk Management, Claim, and Insurance Brokerage Services for the City of Sedro-Woolley; and

**WHEREAS**, Contractor represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner; and

**WHEREAS**, Sedro-Woolley does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Contractor to provide the necessary services; and

**WHEREAS**, Contractor represents that it is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish the services to Sedro-Woolley; and

**WHEREAS**, funds for this purpose are authorized through Sedro-Woolley's budget appropriation;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

1. **Engagement of Contractor.** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Contractor shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Contractor's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of the Agreement, then the Contractor expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Contractor.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose.

Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Sedro-Woolley, belong to the City of Sedro-Woolley. Contractor retains any intellectual property rights in documents and intangible property created by Contractor prior to engagement, or not created by Contractor for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by August 31, 2010.

4. **Compensation.**

A. The Contractor shall be paid by the City for Work and services which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Contractor shall be paid such amounts and in such manner as described in Exhibit B.

C. Contractor may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Contractor incurring the expense.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Thirty-Five Hundred Dollars (\$3,500).

5. **Method of Payment.**

A. To obtain payment, the Contractor shall (a) file its request for payment; (b) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (c) comply with all applicable provisions of this Agreement.

B. All requests for payment should be sent to

City of Sedro-Woolley

Attn: Eron Berg-City Supervisor

325 Metcalf Street

Sedro-Woolley, WA 98284

6. **Submission of Reports and Other Documents.** The Contractor shall submit all reports and other documents specified in Exhibit A. Contractor is specifically required to submit all information required in this Agreement not later than February 15 of each year. Said information shall be subject to review by the City, and if found to be unacceptable, Contractor shall correct and deliver to the City any deficient Work at Contractor's expense with all practical dispatch. Contractor shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Contractor ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Contractor (whether by fax, mail, delivery or other method reasonably calculated to be received by Contractor in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated

for Contractor's material breach, the Contractor shall be paid in full. The Notice shall be sent by the United States Mail to Contractor's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Contractor actual notice in a timely manner, such as fax. The City does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by the authorized City representative for this contract, (b) be explicitly identified as a Change Order and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Contractor shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this paragraph, the Contractor hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Contractor (or its employees, agents, representatives subcontractors/subconsultants) relating to this Agreement. The Contractor is obligated to defend and indemnify the City pursuant to this paragraph whether a Claim is asserted directly against the City or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Contractor's duty to defend and indemnify pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Contractor. The Contractor shall not indemnify the City for Claims caused solely by the negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) the bodily injury or damage to property for which the Contractor is to indemnify the City is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City, then the Contractor's duty to indemnify shall be valid and enforceable only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Contractor specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Contractor recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Contractor employs or engages subconsultants or subcontractors, then Contractor shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

## 11. **Insurance.**

A. Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes

sublet work, the Contractor shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$4,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$2,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Contractor providing Professional Errors and Omissions Insurance, this paragraph may be stricken and initialed by both parties.

B. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

C. Upon written request to the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Contractor performing any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Sedro-Woolley, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

E. If the policy listed in paragraph 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This paragraph shall not apply if paragraph 11.A.4. above is stricken.)

F. Contractor certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Contractor, such types of insurance in the name of the Contractor, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the City for such cost.

## 12. Independent Contractor.

A. It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, and since the Contractor is an independent contractor, Contractor shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workers' Compensation), and that the Contractor agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of these obligations.

B. Any and all employees of the Contractor, while engaged in the performance of any Work, shall be considered employees of only the Contractor and not employees of the City. The Contractor shall be solely liable for any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or Contractor, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the Work.

C. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

D. Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the Work and Contractor shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. **Employment.** The Contractor warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for the City's examination all of the Contractor's records and documents with respect to all matters covered by this Agreement and, furthermore, the Contractor will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement..

15. **State of Washington Requirement.** Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

16. **Compliance with Federal, State and Local Laws.** Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder and further agrees to obtain and keep in effect a Sedro-Woolley business license during the term of this agreement.

17. **Waiver.** Any waiver by the Contractor or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

18. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

19. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Contractor.

20. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

21. **Notices.**

A. Notices to the City of Sedro-Woolley shall be sent to the following address:

City of Sedro-Woolley  
Attn: Eron Berg, City Supervisor, 325 Metcalf Street  
Sedro-Woolley, WA 98284

B. Notices to the Contractor shall be sent to the following address:

Wallace & Associates  
Attn: Glenn Ash  
P.O. Box 405  
Burlington, WA 98233

23. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Skagit County.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first above written

<p><b>CITY OF Sedro-Woolley</b> <b>WASHINGTON</b></p> <p>By: _____ Mike Anderson, Mayor</p>	<p><i>CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.</i></p> <hr/> <p><i>Corporation</i> _____ [Contractor's Complete Legal Name]</p> <p>By: _____ Typed/Printed Name: _____ Its _____ Date: _____</p>
<p>ATTEST:</p>	
<p>_____ Patsy Nelson, Finance Director</p>	
<p>APPROVED AS TO FORM:</p>	



EXHIBIT A  
SCOPE OF WORK

**Exhibit A**  
**Scope of Work**

**Assist the City with a quality Risk Management & Loss Control Program**

- Advise the City on Risk Management and Loss Control issues as they arise. Work with the insurance pool personnel on Risk Management issues which need carrier input.
- Serve as a coordinator between insurance carrier, risk managers and the City.

**Market the City's Insurance needs**

- Assist with completion of documents necessary for the procuring of the City's insurance coverage.
- Solicit quotes from insurance carriers, which could include conventional insurance companies and risk sharing groups.
- Review available quotes and coverage's, and advise the City on the options available along with the options for short and long term implications.
- Analyze various options for insuring deductibles, self-insured retentions, and "no-insurance".
- Continually advise the City as to the state of the insurance market place or risk sharing groups and recommend insurance programs.
- Maintain all schedules and values for the City's properties along with assisting the City with establishing values for each. The schedules shall include Real and Personal Property, Vehicles, Mobile Equipment, and other Inland Marine Schedules as needed.

**Assist the City with Claims Handling**

- Submit completed claim reporting form for each claim to the risk management administration.
- On all first party claims, negotiate on behalf of the City with the adjuster assigned by the insurance carrier. Advise the City as to best possible settlement the City should expect to receive from the insurance carrier. Negotiate based on the plan of settlement agreed to by the City.
- If any claim generates any need for a claims review committee the Broker shall, at the City's request, serve on such a committee as an advisor to the City.
- In the event of third party claims, Broker will, at the City's request, advise the City from an insurance point of view and serve as a coordinator with claims adjusters, attorneys, and insurance carrier claims representatives.

**Miscellaneous Services**

- Obtain Certificates of Insurance.
- Review contracts and lease agreements regarding insurance requirements.
- Review all coverage forms and advise the City on coverage interpretations.
- Review any building plans for new or remodel construction and advise the City of changes needed to bring about the best possible insurance rate while also minimizing potential loss.
- Advise the City in coverage determinations.
- Perform any additional reasonable, related services and/or duties as may be needed during the term of this contract.

**EXHIBIT B**  
COMPENSATION

**Exhibit B**

Compensation:

The City shall pay the Contractor a fixed sum of Thirty-Five Hundred Dollars a year (\$3,500.00).

**EXHIBIT C**  
REIMBURSABLE EXPENSES

**Exhibit C**

Eligible Expenses:

No reimbursable expenses are allowed.

COMMITTEE

REPORTS

AND

REPORTS

FROM

OFFICERS