

Next Ord: 1651-09
Next Res: 814-09

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

September 9, 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 (Including September 1, 2009 Work Session)
 - b. Finance
 - Claim Vouchers #67145 to #67230 in the amount of \$293,326.43
 - Payroll Warrants #45949 to #46061 in the amount of \$239,995.52
 - c. Possible Grant Agreement Approval - Phase 2 Stormwater Pass-through Grants Program - FY 2010-11
 - d. Possible Contract Award - Metcalf Street Overlay Project - Design Services - Reichhardt & Ebe Engineering, Inc.
 - e. Resolution #811-09 Petty Cash & Change Drawers
 - f. Resolution #812-09 Lodging Tax Advisory Committee
 - g. STOP Grant Acceptance
 - h. Resolution #813-09 Radios for Surplus
4. Public Comment (Limited to 3-5 minutes)

UNFINISHED BUSINESS

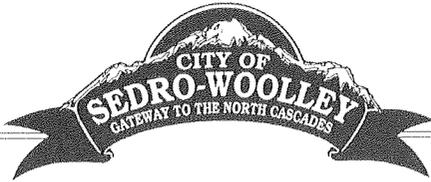
5. Possible Contract Award - Commercial Roll-Off Refuse Truck - Western Peterbilt, Inc.
(*action requested*)

NEW BUSINESS

6. Resolution - Adopting new Building, Planning & Engineering Fee Schedule (*action requested*)
Ordinance - Amending or repealing certain sections of the Sedro-Woolley Municipal Code
(*action requested*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

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



DATE: September 9, 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 September 9, 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.

SEP 09 2009

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
August 26, 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, Asst. Fire Chief Olson and Police Chief Wood.

Pledge of Allegiance

Mayor Anderson announced the addition of a Manual Warrant to the consent calendar.

Consent Calendar

- Minutes from Previous Meeting
- 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
- Professional Services Contract – Carletti Architects, P.S. – Fire Station 2
- Street Closure Request – Founders Day – September 12, 2009
- Outside Sewer Connection – Washington Military Department Sedro-Woolley Field Maintenance Shop #3 – 2260 Thompson Dr.
- Grant Application Authorization
- Manual Warrant Request #67144 in the amount of \$1,000.00 (*added*)

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

Proclamation – Constitution Week

Mayor Anderson proclaimed on behalf of the Washington State Society Daughter of the American Revolution, the week September 17 – 23rd as Constitution Week.

Ray Melton Retirement

Mayor Anderson called upon Ray Melton, Street Department Foreman to congratulate him upon his retirement. The Mayor presented a plaque for his distinguished years of service from January 25, 1993 to August 31, 2009 with the City Street Department. Melton received a standing ovation and round of applause.

Skagit County Solid Waste Presentation – Kevin Renz

Mayor Anderson introduced Kevin Renz, Skagit County Solid Waste Division Manager who presented an insightful power point presentation on the County's Solid Waste system. The presentation included current operations and equipment as well as proposed upgrades and system operations based on a 2007 study. Renz entertained questions from Council, Staff and audience members.

Public Comment

Rick Judd – addressed the Council regarding previous requests for handicapped parking spaces in the downtown area.

City Supervisor/Attorney Berg noted that it has not been done because the plan is to resurface Metcalf Street and the spaces would be provided at that time.

PUBLIC HEARING

Interim Ordinance 1648-09 Revisions to Chapter 13.36 Stormwater Management & 13.40 Stormwater Maintenance

Engineer Freiburger reviewed background information and actions of Council at the last Council meeting regarding the adoption of Interim Ordinance #1648-09. He noted tonight is the required public hearing regarding the ordinance.

Mayor Anderson opened the Public Hearing at 8:08 P.M.

No public Comments received.

Mayor Anderson closed the Public Hearing at 8:08:30 P.M.

Councilmember Meamber moved to approve Resolution No. 808-09 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. 13.40, and Confirming Ordinance No. 1648-09. Seconded by Councilmember Storrs. Motion carried (7-0).

UNFINISHED BUSINESS

Solid Waste Rate Increase Proposal

City Supervisor/Attorney Berg reviewed the modifications made to the proposed Solid Waste Rate Increase as directed from input at the previous Council meeting. He addressed the base "fuel surcharge" as directed by Council. He stated he believes the listing of the base fuel surcharge is not the proper place for the fee because it has actually become part of the operational costs. Berg reviewed the increases of various can sizes

and increase to ratepayers as well as reviewed rates from nearby cities. Berg reviewed a discussion and comments received from a citizen regarding the rate structure based on actual weight.

Discussion ensued regarding alternative pick up schedules (bi-weekly).

Councilmember Galbraith moved to adopt Ordinance No. 1649-09 An Ordinance Increasing Rates for the Collection of Solid Waste. Seconded by Councilmember Lemley. Motion carried 6-1, (Councilmember Splane opposed).

Fire Apparatus Grant/Loan Package from USDA

City Supervisor/Berg reviewed the status of the Fire Apparatus Grant/Loan Package from USDA. He noted they are awaiting formal approval via a letter but all indications are that the City has been successful in obtaining the grant. Berg reviewed the proposed equipment, life expectancy of the vehicles and funding and repayment plan. He then reviewed the requested motions.

Council discussion ensued regarding emission requirements, affect on insurance rates, composition of water tanks, length of contract with North Cascades Gateway Center and mutual aid of ladder truck.

Councilmember Meamber moved 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. Seconded by Councilmember Splane. Motion carried (7-0).

Councilmember Lemley moved to adopt Resolution No. 809-09 a loan resolution for the grant/loan package offered by the USDA for the purchase of a new ladder truck. Seconded by Councilmember Splane, Motion carried (7-0).

Councilmember London moved to adopt Resolution No. 810-09 a loan resolution for the grant/loan package offered by the USDA for the purchase of a new fire truck. Councilmember Splane seconded. Motion carried (7-0).

Councilmember Galbraith moved to authorize the fire chief to go to bid on a new ladder truck, fire engine and purchase equipment for both of those trucks. Seconded by Councilmember Splane. Motion carried (7-0).

NEW BUSINESS

Purchasing Ordinance

City Supervisor/Attorney Berg reviewed background information on the City's purchasing ordinance and also addressed conflicts between the purchasing ordinance and Council's action to repeal SWMC 3.18 in January of this year which included the purchasing ordinance. Berg requested Council adopt to reinstate purchasing policy.

Councilmember Meamber moved to adopt Ordinance No. 1650-09, An Ordinance Establishing Purchasing Policies for the City of Sedro-Woolley. Councilmember Colgan seconded.

Discussion ensued regarding purchasing and bid limitations. Motion carried (7-0).

Annual Insurance – 2010

City Supervisor/Attorney Berg noted the attendance of Glenn Ash in the audience representing Wallace & Associates. Berg reviewed proposals from the insurance pools that fit the City of Sedro-Woolley's size. He noted the difficulty in getting an apples to apples bid and reviewed the current services from CIAW which has been outstanding. Berg also reviewed a request from Wallace & Associates to be the City's broker. CIAW has agreed to reduce their annual premium by the amount of the broker contract. Staff is recommending the use of broker for insurance services.

Discussion ensued regarding broker fees.

Councilmember Colgan moved to authorize the Mayor to accept the quote and sign any necessary documentation to retain CIAW for 2009-2010 insurance services. Councilmember Lemley seconded. Motion carried (7-0).

Councilmember Galbraith moved to authorize Mayor to sign agreement with Wallace & Associates as the City's insurance broker for 2009-2010. Councilmember Splane seconded. Motion carried (7-0).

Councilmember Lemley moved 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. Seconded by Councilmember Colgan. Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Asst. Fire Chief Olson – thanked the Council for their action on the ladder truck and fire engine authorization. He reported on the Firefighters Association golf tournament held recently which netted approximately \$4000.00 to benefit the Burned Children's Recovery Foundation. He commended Volunteer Firefighters Missy and Dave Williams for a great job in heading the event. Olson also announced a public CPR class that has been scheduled for September 8th.

Engineer Freiburger – highlighted various projects within his status report. He noted the F & S Grade road project is 48 1/2 % complete as of end of July. The stage 3 work will begin September 9th which will include detours and traffic control. The final paving is anticipated for September 28th with marking to take place on October 28th. Freiburger reviewed the Fruitdale/McGargile project being 25% complete with a mid December completion date. He also discussed Stormwater grant opportunities and grant

applications for the SR20/Freight Mobility project as well as other grant applications through PWTF for lane widening from Reed to Township. Freiberger stated they are looking at an additional ERR purchase this year which will be an accelerated purchase for a roll off vehicle. He reviewed the preliminary pricing information which would allow the city to get a vehicle with the 2009 emissions requirements. The purchase can be done without impact by deferring the purchase of a container vehicle. Freiberger requested approval to move forward using the City of Tacoma's agreement.

Councilmember Colgan moved to authorize the City Engineer/Public Works Director to proceed with the purchase of a new roll off truck. Councilmember Splane seconded. Motion carried. (7-0).

City Supervisor/Attorney Berg – noted he placed in the Council packet the fiscal impact statement received from the Office of Financial Management regarding Initiative 1033. Berg also discussed the notification of new fees for 2010 from Skagit County Court and newer fees for the Auditor's office. Berg reviewed a request to the Finance Committee regarding a grant opportunity for archiving of historical document and city records.

Councilmember Meamber moved to authorize the City Supervisor to apply for a grant up to 10,000 for archiving. Seconded by Councilmember Splane. Motion carried (7-0).

Berg noted the above action was the 6th grant authorized tonight which shows that staff is busy seeking grant opportunities. He reported on energy grants and the Energy Retro-fit grant.

Finance Director Nelson – reported the Finance Department has completed the RFP for banking proposals and will be distributing them to the local banks with branches within Sedro-Woolley. She pointed out the 2010 Budget calendar placed at the Council seats. Nelson reported that the State Auditors are in their 2nd week of auditing. They have been concentrating on the Federal audit and the focus has been the USDA grant for City Hall. She also reminded Council of the entrance meeting scheduled for tomorrow at 11:00.

Mayor Anderson – reported on receipt of a letter from the Washington Finance Officers Association stating that Patsy Nelson has earned her "Professional Finance Officer Award". It was noted that the award requires ongoing educational and professional excellence on the part of each individual.

Councilmember Splane – reported that the work on the Seagrave Fire Truck is almost complete.

Councilmember Storrs -- thanked City Supervisor/Attorney Berg, Police Chief Wood and Planner Moore for their resolve with a citizen complaint.

Councilmember Colgan – thanked Police Chief Wood for the patrol emphasis on State Street.

Councilmember Lemley – questioned the status of Carter Street. He also announced the upcoming Founder’s Day events scheduled for September 12 & 13, 2009.

City Supervisor/Attorney Berg – reported on a new Jake brake sign at top of hill and stated the officers have given out several tickets.

Councilmember Storrs – reported the lack of signage northbound on Highway 9 at Kallach Road as a result of the construction detour.

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

The Meeting adjourned at 9:23P.M.

SEP 09 2009

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

CITY OF SEDRO-WOOLLEY

Council Work Session

September 1, 2009 – 7:00 P.M. – City Hall Council Chambers

The Worksession was called to order at 7:00 P.M and opened with reciting the Pledge of Allegiance.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Pat Colgan, Rick Lemley and Dennis London Staff: City Supervisor/Attorney Berg, Finance Director Nelson, City Engineer/Director of Public Works Freiburger and Wastewater Treatment Plant Forman Allen.

Sewer Rate Consumption Billing Model Discussion

- Katy Isaksen of Katy Isaksen Associates lead a discussion that included utility sustainability issues, water usage examples, residential and commercial rate structure alternatives, consumption billing examples and policy questions.

Councilmember Splane moved to leave the billing system the way it is. Seconded by Councilmember Lemley. Motion carried (4-2, Councilmember's Meamber and Colgan opposed).

Councilmember Storrs moved to have the utilities committee reconsider tiered rates, especially for minimal usage customers. Seconded by Councilmember Colgan. Motion carried 5-1 (Councilmember Splane opposed).

McGargile and Fruitdale Speed Limits

- Discussion of speed limits ensued with the Council consensus to have these streets remain at the City standard of 25 MPH with 20 MPH in the School zone while children are present. Discussion also took place to again request WSDOT to change the speed limits on SR9 and SR20 to 25 MPH within the City limits of Sedro-Woolley.

Public Works Board Small Communities Urban Grant Application

- Mayor Anderson opened the floor for public comment on this application with none received.

Councilmember London moved to apply for the Public Works Board grant. Councilmember Splane seconded. Motion carried (6-0).

Fruitdale/McGargile Change Order #2

- Engineer Freiberger reviewed the change order request which exceed his authority so it is being brought before Council. The entire change order relates to PUD's request and will be reimbursed completely by PUD.

Councilmember Colgan moved to authorize the Mayor or Public Works Director Freiberger to sign Change Order #2 for the Fruitdale/McGargile Road Project. Councilmember Meamber seconded. Motion carried (6-0).

All Staff Meeting

- City Supervisor/Attorney Berg reported on an all staff meeting to be held next Tuesday, September 9, 2009 at noon with the Skagit county Health Department giving a presentation on H1N1. He noted Councilmembers are welcome to attend. Berg handed out a draft polity on how the City plans to deal with H1N1. Council was requested to review and provide comments by the end of the week.

Hammer Heritage Square

- City Supervisor/Attorney Berg noted that Hammer Heritage Square has been the subject of much vandalism as of late. He requested the Council consider making it a "No Smoking" area. The Parks staff is becoming frustrated with the continued destruction and lack of change in behavior with the patrons. Enforcement choices were discussed.

Sedro-Woolley School District Teachers Strike

- City Supervisor/Attorney Berg reported on a meeting between Police Chief Wood, himself and School District Officials and Teachers expressing the City's expectations regarding fair play while exercising their constitutional right. The City will continue regular garbage pickups during possible employees strikes.

Wildflower Neighborhood

- Discussion was held regarding the residents of Wildflower who are complaining regarding the current traffic re-routing and the inability to drive through town without going through several street projects. Engineer Freiberger explained time tables for the various projects and reminded Council of the need to begin the projects before federal funding was lost, the weather changes as well as taking advantage of reduced prices.

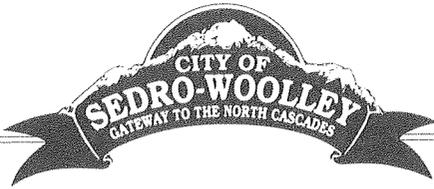
Councilmember Meamber moved to adjourn. Seconded by Councilmember Splane. Motion carried.

The worksession adjourned at 9:12 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

SEP 09 2009

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



DATE: September 9, 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 September 9, 2009.

Motion to approve Claim Vouchers #67145 to #67230 in the amount of \$293,326.43.

Motion to approve Payroll Warrants #45949 to #46061 in the amount of 239,995.52.

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 |
|---------------------------|----------------------------|----------------------------|-----------------|----------------------------|
| 67145 | SEDRO-WOOLLEY POSTMASTER | POSTAGE | SWR | 461.18 |
| | | POSTAGE | SAN | 219.95 |
| | | AUTO FUEL/DIESEL | SWTR | 28.39 |
| | | WARRANT TOTAL | | 709.52 |
| 67146 | ALLELUJAH BUSINESS SYSTEMS | MISC-PRINTING & BINDING | PLN | 9.74 |
| | | WARRANT TOTAL | | 9.74 |
| 67147 | ALPINE FIRE & SAFETY | OFFICE/OPERATING SUPPLIES | PD | 33.22 |
| | | OPERATING SUPPLIES | FD | 87.86 |
| | | SAFETY EQUIPMENT | CEM | 36.19 |
| | | WARRANT TOTAL | | 157.27 |
| 67148 | A.T.V. ACCESSORIES | OPERATING SUPPLIES | SAN | 253.19 |
| | | WARRANT TOTAL | | 253.19 |
| 67149 | ARAMARK UNIFORM SERVICES | OPERATING SUP - SENIOR CTR | PK | 11.13 |
| | | MISC-LAUNDRY | CEM | 24.14 |
| | | MISC-LAUNDRY | ST | 24.39 |
| | | MISC-LAUNDRY | ST | 28.62 |
| | | LAUNDRY | SWR | 45.52 |
| | | WARRANT TOTAL | | 133.80 |
| 67150 | ASSOC PETROLEUM PRODUCTS | AUTO FUEL | CS | 93.28 |
| | | AUTO FUEL | PD | 1,096.85 |
| | | AUTO FUEL/DIESEL | FD | 394.70 |
| | | AUTO FUEL/DIESEL | ST | 126.80 |
| | | AUTO FUEL/DIESEL | SWR | 234.41 |
| | | AUTO FUEL/DIESEL | SAN | 73.45 |
| | | WARRANT TOTAL | | 2,019.49 |
| 67151 | AT & T | TELEPHONE | JUD | 9.30 |
| | | MEALS/TRAVEL | EXE | 4.65 |
| | | TELEPHONE | FIN | 51.13 |
| | | TELEPHONE | LGL | 37.19 |
| | | TELEPHONE | IT | 4.65 |
| | | TELEPHONE | PLN | 23.24 |
| | | TELEPHONE | ENG | 74.38 |
| | | TELEPHONE | PD | 158.04 |
| | | TELEPHONE | FD | 41.84 |
| | | TELEPHONE | INSP | 4.65 |
| | | TELEPHONE | ST | 9.30 |
| | | TELEPHONE | LIB | 9.30 |
| | | TELEPHONE | SWR | 23.24 |
| | | TELEPHONE | SAN | 13.95 |
| | | WARRANT TOTAL | | 464.86 |
| | | 67152 | BANK OF AMERICA | MISC-DUES/SUBSCRIP/MEMSHIP |
| MACHINERY & EQUIPMENT | PD | | | 162.00 |
| MAINT OF GENERAL EQUIP | SWR | | | 228.20 |
| MISC-TUITION/REGISTRATION | SWR | | | 150.00 |
| WARRANT TOTAL | | | | 795.20 |

| WARRANT | VENDOR NAME | DESCRIPTION | | AMOUNT |
|---------|----------------------------|--------------------------------|------|------------|
| 67153 | BARNETT IMPLEMENT CO. INC | REPAIR/MT-SMALL TOOLS EQUIP PK | | 25.64 |
| | | WARRANT TOTAL | | 25.64 |
| 67154 | BANK OF AMERICA | SUPPLIES | LIB | 446.75 |
| | | WARRANT TOTAL | | 446.75 |
| 67155 | BANK OF AMERICA | SOFTWARE IMPLEMENTATION | IT | 29.95 |
| | | SMALL TOOLS/MINOR EQUIP | IT | 25.97 |
| | | WARRANT TOTAL | | 3.98 |
| 67156 | BAY CITY SUPPLY | OPERATING SUP - PARKS SHOP | PK | 215.86 |
| | | REPAIR/MT-SENIOR CENTER | PK | 69.56 |
| | | WARRANT TOTAL | | 285.42 |
| 67157 | BELLINGHAM ALIVE | BOOKS, PERIOD, RECORDS | LIB | 11.00 |
| | | WARRANT TOTAL | | 11.00 |
| 67158 | BLUMENTHAL UNIFORM & EQUIP | UNIFORMS/ACCESSORIES | PD | 135.49 |
| | | UNIFORMS/ACCESSORIES | PD | 135.19 |
| | | WARRANT TOTAL | | 270.68 |
| 67159 | CARDIAC SCIENCE CORP. | OPERATING SUPPLIES | FD | 108.09 |
| | | WARRANT TOTAL | | 108.09 |
| 67160 | CHANNING BETE COMPANY INC | OPERATING SUPPLIES | FD | 116.81 |
| | | WARRANT TOTAL | | 116.81 |
| 67161 | CITIES INSURANCE ASSOC. | INSURANCE & BONDS | JUD | 301.00 |
| | | INSURANCE & BONDS | FIN | 2,201.00 |
| | | INSURANCE | LGL | 253.00 |
| | | INSURANCE | CS | 18,500.00 |
| | | INSURANCE | PLN | 2,459.00 |
| | | INSURANCE | ENG | 2,194.00 |
| | | INSURANCE | PD | 26,118.00 |
| | | INSURANCE | FD | 10,867.00 |
| | | INSURANCE | INSP | 525.00 |
| | | INSURANCE | PK | 13,539.00 |
| | | INSURANCE | CEM | 3,785.00 |
| | | INSURANCE | ST | 13,018.00 |
| | | INSURANCE | LIB | 9,846.00 |
| | | INSURANCE | SWR | 34,521.00 |
| | | INSURANCE | SAN | 9,104.00 |
| | | PROFESSIONAL SERVICES | SWTR | 1,944.00 |
| | | WARRANT TOTAL | | 149,175.00 |
| 67162 | CODE PUBLISHING INC. | CODE BOOK | LGS | 798.58 |
| | | WARRANT TOTAL | | 798.58 |
| 67163 | COLLINS OFFICE SUPPLY, INC | SUPPLIES | EXE | 21.63 |
| | | SUPPLIES | FIN | 15.43 |
| | | SUPPLIES | FIN | 24.53 |
| | | SUPPLIES | ENG | 32.86 |

| WARRANT | VENDOR NAME | DESCRIPTION | | AMOUNT |
|---------|--------------------------------|-------------------------------|-----|----------|
| | | OFFICE SUPPLIES | FD | 18.37 |
| | | WARRANT TOTAL | | 112.82 |
| 67164 | COMCAST | INTERNET SERVICES | IT | 99.95 |
| | | WARRANT TOTAL | | 99.95 |
| 67165 | CORRECTIONAL INDUSTRIES | PROFES. SVCS. REIMBURSE | ENG | 41.40 |
| | | WARRANT TOTAL | | 41.40 |
| 67166 | HSBC BUSINESS SOLUTIONS | OFFICE/OPERATING SUPPLIES | PD | 134.52 |
| | | WARRANT TOTAL | | 134.52 |
| 67167 | COUNTRYSIDE CHEVROLET | REPAIR & MAINT - AUTO | PD | 40.58 |
| | | WARRANT TOTAL | | 40.58 |
| 67168 | E & E LUMBER | OPERATING SUP - MEMORIAL PARK | | 10.51 |
| | | REPAIRS/MT-COMMUNITY CTR | PK | 62.01 |
| | | REPAIRS/MT-COMMUNITY CTR | PK | 24.89 |
| | | REPAIR/MT-HAMMER SQUARE | PK | 32.45 |
| | | REPAIR/MAINT-EQUIP & BLDG | CEM | 17.49 |
| | | OPERATING SUPPLIES | ST | 15.45 |
| | | OPERATING SUPPLIES | SWR | 18.70 |
| | | OPERATING SUPPLIES | SWR | 8.42 |
| | | WARRANT TOTAL | | 189.92 |
| 67169 | ENECON CORP. | OPERATING SUPPLIES | SWR | 1,220.00 |
| | | WARRANT TOTAL | | 1,220.00 |
| 67170 | ENTERPRISE OFFICE SYSTEMS | SUPPLIES | JUD | 34.61 |
| | | OFFICE/OPERATING SUPPLIES | PD | 33.86 |
| | | TOWNSHIP SIDEWALK CONST | AST | 13.61 |
| | | CONST-SKAGIT PROJECT | AST | 13.61 |
| | | CONST-FRUITDALE MCGARIGLE | AST | 13.61 |
| | | WARRANT TOTAL | | 109.30 |
| 67171 | EMERGENCY MEDICAL PRODUCTS INC | OPERATING SUPPLIES | FD | 295.01 |
| | | WARRANT TOTAL | | 295.01 |
| 67172 | FASTENAL COMPANY | OPERATING SUPPLIES | ST | 7.52 |
| | | WARRANT TOTAL | | 7.52 |
| 67173 | FREIBERGER, MARK | EMPLOYEE RECOGNITION | EXE | 47.52 |
| | | WARRANT TOTAL | | 47.52 |
| 67174 | FRONTIER BUILDING SUPPLY | OPERATING SUPPLIES | ST | 978.86 |
| | | WARRANT TOTAL | | 978.86 |
| 67175 | GAYLORD BROS. | SUPPLIES | LIB | 36.44 |
| | | WARRANT TOTAL | | 36.44 |
| 67176 | GREAT AMERICA LEASING COR | REPAIR/MAINTENANCE-EQUIP | LIB | 139.63 |
| | | WARRANT TOTAL | | 139.63 |

| WARRANT | VENDOR NAME | DESCRIPTION | | AMOUNT |
|---------|----------------------------|--------------------------------|-----|----------|
| 67177 | GUARDIAN NW TITLE & ESCROW | PROFESSIONAL SERVICES | SWR | 243.45 |
| | | WARRANT TOTAL | | 243.45 |
| 67178 | GUARDIAN SECURITY | OPERATING SUP - COMM CENTER PK | | 100.00 |
| | | OPERATING SUP - SENIOR CTR PK | | 180.00 |
| | | PROFESSIONAL SERVICES | LIB | 100.00 |
| | | WARRANT TOTAL | | 380.00 |
| 67179 | H.B. JAEGER CO. LLC | MAINTENANCE OF LINES | SWR | 390.33 |
| | | WARRANT TOTAL | | 390.33 |
| 67180 | H & W EMERG VEHICLE SERV | REPAIRS/MAINT-EQUIP | FD | 56.91 |
| | | WARRANT TOTAL | | 56.91 |
| 67181 | HACH COMPANY | MACHINERY/EQUIPMENT | SWR | 1,576.91 |
| | | MACHINERY/EQUIPMENT | SWR | 845.96 |
| | | PORTABLE EQUIPMENT | SWR | 890.49 |
| | | PORTABLE EQUIPMENT | SWR | 39.98 |
| | | PORTABLE EQUIPMENT | SWR | 930.47 |
| | | WARRANT TOTAL | | 2,422.87 |
| 67182 | HEALTHFORCE | PROFESSIONAL SERVICES | ST | 50.00 |
| | | WARRANT TOTAL | | 50.00 |
| 67183 | HUMANE SOCIETY OF SKAGIT | HUMANE SOCIETY | PD | 1,562.00 |
| | | WARRANT TOTAL | | 1,562.00 |
| 67184 | IKON OFFICE SOLUTIONS | REPAIRS & MAINTENANCE | PD | 31.94 |
| | | REPAIRS & MAINTENANCE | PD | 75.74 |
| | | EQUIPMENT LEASE | FD | 31.93 |
| | | EQUIPMENT LEASE | FD | 75.74 |
| | | WARRANT TOTAL | | 215.35 |
| 67185 | INGRAM LIBRARY SERVICES | BOOKS, PERIOD, RECORDS | LIB | 13.23 |
| | | BOOKS, PERIOD, RECORDS | LIB | 95.26 |
| | | BOOKS, PERIOD, RECORDS | LIB | 17.24 |
| | | BOOKS, PERIOD, RECORDS | LIB | 7.06 |
| | | BOOKS, PERIOD, RECORDS | LIB | 57.11 |
| | | BOOKS, PERIOD, RECORDS | LIB | 20.29 |
| | | BOOKS, PERIOD, RECORDS | LIB | 12.86 |
| | | BOOKS, PERIOD, RECORDS | LIB | 17.41 |
| | | BOOKS, PERIOD, RECORDS | LIB | 4.39 |
| | | BOOKS, PERIOD, RECORDS | LIB | 68.61 |
| | | BOOKS, PERIOD, RECORDS | LIB | 24.13 |
| | | WARRANT TOTAL | | 337.59 |
| 67186 | ITT | MAINT OF GENERAL EQUIP | SWR | 1,092.82 |
| | | WARRANT TOTAL | | 1,092.82 |
| 67187 | LAND TITLE COMPANY | TOWNSHIP SIDEWALK CONST | AST | 54.10 |
| | | WARRANT TOTAL | | 54.10 |

| WARRANT | VENDOR NAME | DESCRIPTION | AMOUNT |
|---------|----------------------------|--------------------------------|-----------|
| 67188 | LEONARD BOUDINOT & SKODJE | TOWNSHIP SIDEWALK CONST AST | 10,000.00 |
| | | CONST-FRUITDALE MCGARIGLE AST | 24,021.90 |
| | | CONST-FRUITDALE MCGARIGLE AST | 2,368.75 |
| | | CONST-PUD FRUITDALE MCGARG AST | 1,186.25 |
| | | OTHER IMPROVEMENTS SWR | 20,000.00 |
| | | OTHER IMPROVEMENTS SWR | 145.00 |
| | | WARRANT TOTAL | 57,721.90 |
| 67189 | MARTIN MARIETTA MATERIALS | TRAIL CONSTRUCTION | 1,213.32 |
| | | WARRANT TOTAL | 1,213.32 |
| 67190 | MICRO DATA | OFFICE/OPERATING SUPPLIES PD | 351.39 |
| | | WARRANT TOTAL | 351.39 |
| 67191 | NATIONAL GEOGRAPHIC KIDS | BOOKS, PERIOD, RECORDS LIB | 34.00 |
| | | WARRANT TOTAL | 34.00 |
| 67192 | NORTH HILL RESOURCES, INC. | RECYCLING FEE - YARD WASTE SAN | 119.13 |
| | | WARRANT TOTAL | 119.13 |
| 67193 | OASYS | REPAIRS & MAINTENANCE PD | 394.33 |
| | | EQUIPMENT LEASE FD | 394.34 |
| | | REPAIR/MAINTENANCE-EQUIP LIB | 48.38 |
| | | WARRANT TOTAL | 837.05 |
| 67194 | OFFICE DEPOT | OFFICE/OPERATING SUPPLIES PD | 47.56 |
| | | OFFICE/OPERATING SUPPLIES PD | 5.84 |
| | | WARRANT TOTAL | 53.40 |
| 67195 | OLIVER-HAMMER CLOTHES | OPERATING SUPPLIES ST | 110.36 |
| | | WARRANT TOTAL | 110.36 |
| 67196 | OUTWEST UNLIMITED | REPAIR/MAINTENANCE-LAND CEM | 175.00 |
| | | WARRANT TOTAL | 175.00 |
| 67197 | PAT RIMMER TIRE CTR, INC | REPAIR/MT-SMALL TOOLS EQUIP PK | 27.05 |
| | | WARRANT TOTAL | 27.05 |
| 67198 | PETROCARD | AUTO FUEL/DIESEL ST | 298.67 |
| | | WARRANT TOTAL | 298.67 |
| 67199 | PETTY CASH-DEBRA PETERSON | SUPPLIES LIB | 9.18 |
| | | BOOKS, PERIOD, RECORDS LIB | 45.40 |
| | | WARRANT TOTAL | 54.58 |
| 67200 | PRINTWISE, INC. | SUPPLIES JUD | 112.53 |
| | | SUPPLIES JUD | 69.25 |
| | | WARRANT TOTAL | 181.78 |
| 67201 | PUGET SOUND ENERGY | PUBLIC UTILITIES PD | 26.83 |
| | | REPAIRS & MAINTENANCE PD | 9.83 |
| | | UTILITIES-RIVERFRONT PK | 548.01 |

| WARRANT | VENDOR NAME | DESCRIPTION | AMOUNT |
|---------|---------------------------|--------------------------------|-----------|
| | | UTILITIES-COMMUNITY CTR PK | 104.35 |
| | | UTILITIES-SENIOR CENTER PK | 344.95 |
| | | UTILITIES-TRAIN PK | 55.11 |
| | | UTILITIES-HAMMER SQUARE PK | 229.53 |
| | | UTILITIES-BINGHAM & MEMORIAL P | 43.45 |
| | | UTILITIES - SHOP PK | 76.83 |
| | | UTILITIES - OTHER PK | 10.73 |
| | | PUBLIC UTILITIES-MUSEUM PK | 9.83 |
| | | PUBLIC UTILITIES-MUSEUM PK | 24.75 |
| | | PUBLIC UTILITIES-CITY HALL PK | 2,558.30 |
| | | PUBLIC UTILITIES CEM | 49.20 |
| | | PUBLIC UTILITIES ST | 58.60 |
| | | PUBLIC UTILITIES ST | 68.81 |
| | | PUBLIC UTILITIES ST | 64.45 |
| | | PUBLIC UTILITIES ST | 241.23 |
| | | PUBLIC UTILITIES LIB | 358.89 |
| | | ADVERTISING HOT | 20.66 |
| | | PUBLIC UTILITIES SWR | 7,364.65 |
| | | PUBLIC UTILITIES SAN | 104.05 |
| | | WARRANT TOTAL | 12,373.04 |
| 67202 | REICHHARDT & EBE ENG, INC | PROFESSIONAL SERVICES ENG | 100.47 |
| | | PROFESSIONAL SERVICES ENG | 873.11 |
| | | CONSTRUCTION-TOWNSHIP LINE PWT | 1,548.14 |
| | | PROF SVS-ENGINEERING SWR | 2,640.95 |
| | | PROF SVS-ENGINEERING SWR | 5,454.15 |
| | | WARRANT TOTAL | 10,616.82 |
| 67203 | SCIENTIFIC SUPPLY | OPERATING SUPPLIES SWR | 25.45 |
| | | OPERATING SUPPLIES SWR | 39.78 |
| | | WARRANT TOTAL | 65.23 |
| 67204 | SEDRO-WOLLEY AUTO PARTS | REPAIR/MAINTENANCE-EQUIP ST | 30.74 |
| | | OPERATING SUPPLIES ST | 49.77 |
| | | MAINT OF GENERAL EQUIP SWR | 5.28 |
| | | WARRANT TOTAL | 85.79 |
| 67205 | SEDRO-WOLLEY VOLUNTEER | SALARIES-VOLUNTEERS FD | 10,534.50 |
| | | WARRANT TOTAL | 10,534.50 |
| 67206 | SHAKESPEARE NORTHWEST | SHAKESPEARE NORTHWEST HOT | 500.00 |
| | | WARRANT TOTAL | 500.00 |
| 67207 | SIRCHIE FINGER PRINT | OFFICE/OPERATING SUPPLIES PD | 266.30 |
| | | WARRANT TOTAL | 266.30 |
| 67208 | SKAGIT CO HEALTH DEPT | PROFESSIONAL SERVICES PD | 69.00 |
| | | WARRANT TOTAL | 69.00 |
| 67209 | SKAGIT COUNTY SHERIFF | PRISONERS PD | 11,587.85 |
| | | WARRANT TOTAL | 11,587.85 |

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 09/09/2009 (Printed 09/04/2009 08:58)

PAGE 7

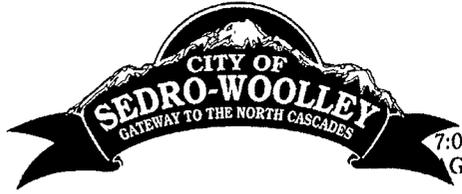
| WARRANT | VENDOR NAME | DESCRIPTION | | AMOUNT |
|---------|---------------------------|------------------------------|-----|--------|
| 67210 | SKAGIT COUNTY TREASURER | CRIME VCTM & WITNSS PROG | LGL | 112.94 |
| | | WARRANT TOTAL | | 112.94 |
| 67211 | SKAGIT HYDRAULICS, INC. | REPAIRS/MAINT-EQUIP | SAN | 988.68 |
| | | WARRANT TOTAL | | 988.68 |
| 67212 | SKAGIT VALLEY PUBLISHING | LEGAL PUBLICATIONS | LGS | 41.25 |
| | | LEGAL PUBLICATIONS | LGS | 41.25 |
| | | LEGAL PUBLICATIONS | LGS | 33.75 |
| | | LEGAL PUBLICATIONS | LGS | 33.75 |
| | | ADVERTISING/LEGAL PUBLIC | PLN | 131.25 |
| | | WARRANT TOTAL | | 281.25 |
| 67213 | SOLID WASTE SYSTEMS, INC. | REPAIRS/MAINT-EQUIP | SAN | 372.81 |
| | | WARRANT TOTAL | | 372.81 |
| 67214 | SPRINT | TELEPHONE | FD | 59.99 |
| | | WARRANT TOTAL | | 59.99 |
| 67215 | TAYLOR, PAUL | RETIRED MEDICAL | PD | 38.04 |
| | | WARRANT TOTAL | | 38.04 |
| 67216 | TKE CORP | REPAIR & MAINTENANCE | CS | 658.90 |
| | | WARRANT TOTAL | | 658.90 |
| 67217 | TORGGY'S CUSTOM | REPAIR & MAINT - AUTO | PD | 727.00 |
| | | WARRANT TOTAL | | 727.00 |
| 67218 | TRUE VALUE | OFFICE/OPERATING SUPPLIES | PD | 8.10 |
| | | OPERATING SUP - BINGHAM PARK | | 8.10 |
| | | OPERATING SUP - BINGHAM PARK | | 6.48 |
| | | REPAIRS/MT-COMMUNITY CTR | PK | 297.53 |
| | | REPAIRS/MT-COMMUNITY CTR | PK | 22.99 |
| | | REPAIRS/MT-COMMUNITY CTR | PK | 17.83 |
| | | REPAIR/MAINT-LIBRARY | PK | 27.56 |
| | | OPERATING SUPPLIES | SWR | 10.22 |
| | | OPERATING SUPPLIES | SWR | 8.82 |
| | | OPERATING SUPPLIES | SWR | 48.07 |
| | | REPAIRS/MAINT-EQUIP | SAN | 44.35 |
| | | WARRANT TOTAL | | 500.05 |
| 67219 | VALLEY AUTO SUPPLY | MAINT OF GENERAL EQUIP | SWR | 25.62 |
| | | REPAIRS/MAINT-EQUIP | SAN | 204.64 |
| | | REPAIRS/MAINT-EQUIP | SAN | 11.89 |
| | | REPAIRS/MAINT-EQUIP | SAN | 16.21 |
| | | OPERATING SUPPLIES | SAN | 105.47 |
| | | OPERATING SUPPLIES | SAN | 25.96 |
| | | WARRANT TOTAL | | 389.79 |
| 67220 | VERIZON WIRELESS | TELEPHONE | EXE | 115.66 |
| | | TELEPHONE | FIN | 106.16 |
| | | TELEPHONE | LGL | 115.66 |

| WARRANT | VENDOR NAME | DESCRIPTION | AMOUNT |
|---------|--------------------------|-----------------------------|----------|
| | | TELEPHONE IT | 115.66 |
| | | NEXTEL CELL PHONES | 115.66 |
| | | NEXTEL CELL PHONES | 127.80 |
| | | TELEPHONE PD | 1,296.23 |
| | | TELEPHONE FD | 300.78 |
| | | TELEPHONE FD | 385.41 |
| | | TELEPHONE PK | 270.44 |
| | | TELEPHONE CEM | 64.02 |
| | | TELEPHONE ST | 258.78 |
| | | NEXTEL CELL PHONES | 575.63 |
| | | NEXTEL CELL PHONES SAN | 393.81 |
| | | WARRANT TOTAL | 4,241.70 |
| 67221 | VERIZON NORTHWEST | TELEPHONE PD | 23.92 |
| | | TELEPHONE PD | 53.31 |
| | | TELEPHONE PK | 84.79 |
| | | TELEPHONE CEM | 59.67 |
| | | TELEPHONE LIB | 117.95 |
| | | TELEPHONE SWR | 247.94 |
| | | WARRANT TOTAL | 587.58 |
| 67222 | WALLACE & ASSOCIATES | INSURANCE & BONDS JUD | 70.00 |
| | | INSURANCE & BONDS FIN | 35.00 |
| | | INSURANCE LGL | 35.00 |
| | | INSURANCE CS | 420.00 |
| | | INSURANCE PLN | 35.00 |
| | | INSURANCE ENG | 35.00 |
| | | INSURANCE PD | 630.00 |
| | | INSURANCE FD | 245.00 |
| | | INSURANCE INSP | 35.00 |
| | | INSURANCE PK | 315.00 |
| | | INSURANCE CEM | 70.00 |
| | | INSURANCE ST | 315.00 |
| | | INSURANCE LIB | 210.00 |
| | | INSURANCE SWR | 805.00 |
| | | INSURANCE SAN | 210.00 |
| | | PROFESSIONAL SERVICES SWTR | 35.00 |
| | | WARRANT TOTAL | 3,500.00 |
| 67223 | WASHINGTON LIFTRUCK | MAINTENANCE OF VEHICLES SWR | 314.54 |
| | | REPAIRS/MAINT-EQUIP SAN | 300.00 |
| | | WARRANT TOTAL | 614.54 |
| 67224 | WA ST DEPT OF PROF LICEN | INTERGOV SVC-GUN PERMITS PD | 57.00 |
| | | INTERGOV SVC-GUN PERMITS PD | 54.00 |
| | | INTERGOV SVC-GUN PERMITS PD | 147.00 |
| | | WARRANT TOTAL | 258.00 |
| 67225 | WA STATE DEPT OF REVENUE | TAXES AND ASSESSMENTS CEM | 60.61 |
| | | WARRANT TOTAL | 60.61 |
| 67226 | WA ST OFF OF TREASURER | STATE REMITTANCES-COURT | 6,487.54 |

| WARRANT | VENDOR NAME | DESCRIPTION | AMOUNT |
|---------|---------------------------|------------------------------|------------|
| | | WARRANT TOTAL | 6,487.54 |
| 67227 | WELCH, DAVID | UNIFORMS/ACCESSORIES PD | 69.22 |
| | | WARRANT TOTAL | 69.22 |
| 67228 | WOOD'S LOGGING SUPPLY INC | MAINTENANCE OF LINES SWR | 35.17 |
| | | WARRANT TOTAL | 35.17 |
| 67229 | DEMERS, MIKE | TOWNSHIP SIDEWALK CONST AST | 7.55 |
| | | WARRANT TOTAL | 7.55 |
| 67230 | SULLIVAN, PAT | SPACE/FACILITY RENT-RV PARKS | 15.00 |
| | | WARRANT TOTAL | 15.00 |
| | | RUN TOTAL | 293,326.43 |

| FUND | TITLE | AMOUNT |
|-------|------------------------------|------------|
| 001 | CURRENT EXPENSE FUND | 107,772.75 |
| 101 | PARK FUND | 19,369.66 |
| 102 | CEMETERY FUND | 4,341.32 |
| 103 | STREET FUND | 15,755.35 |
| 104 | ARTERIAL STREET FUND | 37,679.38 |
| 105 | LIBRARY FUND | 11,750.51 |
| 108 | STADIUM FUND | 520.66 |
| 113 | PATHS AND TRAILS FUND | 1,213.32 |
| 332 | PWTF SEWER CONSTRUCTION FUND | 1,548.14 |
| 401 | SEWER FUND | 78,806.41 |
| 412 | SOLID WASTE FUND | 12,561.54 |
| 425 | STORMWATER | 2,007.39 |
| TOTAL | | 293,326.43 |

| DEPARTMENT | AMOUNT |
|-----------------------------------|------------|
| 001 000 000 | 6,487.54 |
| 001 000 011 | 948.58 |
| 001 000 012 | 596.69 |
| 001 000 013 | 189.46 |
| 001 000 014 | 2,433.25 |
| 001 000 015 | 553.79 |
| 001 000 017 | 224.24 |
| 001 000 018 | 19,672.18 |
| 001 000 019 | 2,913.23 |
| 001 000 020 | 3,594.68 |
| 001 000 021 | 45,580.18 |
| 001 000 022 | 24,014.28 |
| 001 000 024 | 564.65 |
| FUND CURRENT EXPENSE FUND | 107,772.75 |
| 101 000 000 | 15.00 |
| 101 000 076 | 19,354.66 |
| FUND PARK FUND | 19,369.66 |
| 102 000 036 | 4,341.32 |
| FUND CEMETERY FUND | 4,341.32 |
| 103 000 042 | 15,755.35 |
| FUND STREET FUND | 15,755.35 |
| 104 000 042 | 37,679.38 |
| FUND ARTERIAL STREET FUND | 37,679.38 |
| 105 000 072 | 11,750.51 |
| FUND LIBRARY FUND | 11,750.51 |
| 108 000 019 | 520.66 |
| FUND STADIUM FUND | 520.66 |
| 113 000 095 | 1,213.32 |
| FUND PATHS AND TRAILS FUND | 1,213.32 |
| 332 000 082 | 1,548.14 |
| FUND PWTF SEWER CONSTRUCTION FUND | 1,548.14 |
| 401 000 035 | 78,806.41 |
| FUND SEWER FUND | 78,806.41 |
| 412 000 037 | 12,561.54 |
| FUND SOLID WASTE FUND | 12,561.54 |
| 425 000 039 | 2,007.39 |
| FUND STORMWATER | 2,007.39 |
| TOTAL | 293,326.43 |



CITY COUNCIL AGENDA
REGULAR MEETING

SEP 09 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) 855-0771
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 Grant Agreement Approval
Phase 2 Stormwater Pass-through Grants Program
FY 2010-11**

DATE: August 24, 2009 (for Council review September 9, 2009)

ISSUE

Should Mayor Anderson execute the attached Phase II Stormwater Pass-through Grants Program FY 2010-2011 Grant Funding Offer for \$50,000?

BACKGROUND/DISCUSSION

In the 2007-2009 biennium, the Washington State Legislature provided \$9 million in base funds for stormwater management activities for local governments. Ecology is offering two programs with the carry-over from those funds. The first is for pass-through grants to local agencies covered by a Phase II municipal stormwater general permit. The pass-through grant is intended to assist local agencies with stormwater control activities mandated by the Permit.

The second program will be a competitive request for proposal for stormwater projects of regional or statewide significance. This has yet to be announced. We anticipate making application under this program for enhancements to Brickyard Creek for capacity and flow improvements.

Activities covered under the pass-through grant include public education, involvement and outreach, mapping, staff training, illicit stormwater discharge identification activities, hotline operation, ordinance and technical manual updates, inspection of construction stormwater activities, inspecting and maintaining stormwater infrastructure, developing and implementing stormwater pollution prevention policies and procedures, annual reporting, stormwater utility formation and updates, water quality monitoring, select equipment and software purchases, and administration.

The grant is for \$50,000, and does not require a match. Quarterly reports are required. The funds must be spent by June 30, 2011.

Attached is a copy of the proposed Agreement with Ecology for this grant. It is due by October 30, 2009.

FINANCIAL/ANALYSIS

Staff proposes to utilize the grant funding primarily for administration and staff time for covered activities. In the 2009 Budget, we allocated 25% of the Assistant City Engineer's time for stormwater permit related activities, plus 5% of the Public Works Assistant and 10% of the Public Works Director. From Streets, 50% of two FTE plus 25% of the Supervisor was budgeted for Stormwater maintenance activities. In addition, approximately 25% of the Finance Department staff was budgeted from Stormwater for stormwater utility related activities. The total staff cost under Account 425 is \$223,250. Grant funds will also be used for certain other Permit requirements, including mapping of the system (in progress) and update of the Public Works Department Standards to match the new SWMC Chapter 13.36 and 13.40 updates.

MOTION:

Move to authorize Mayor Anderson to execute the attached Phase II Stormwater Pass-through Grants Program FY 2010-2011 Grant Funding Offer for \$50,000.

Respectfully submitted,



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



**FY 2010-2011 PHASE II STORMWATER PASS-THROUGH
GRANTS PROGRAM
GRANT AGREEMENT BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF SEDRO-WOOLLEY, WASHINGTON**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology (DEPARTMENT), and the City of Sedro-Woolley (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

PART I. GENERAL INFORMATION

Project Title: **Phase II Stormwater Pass-through Grant Program**

Grant Number:

RECIPIENT Name and Address: **City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284**

RECIPIENT Contact: **Mark A. Freiburger, PE, Director of Public Works**

Telephone Number: **360-855-0771**
Fax Number: **360-855-0733**
E-Mail Address: **mfreiberger@ci.sedro-woolley.wa.us**

RECIPIENT Billing Contact: **Same**

Telephone Number:
Fax Number:
E-Mail Address:

RECIPIENT Federal ID Number: **91-6001276**

DEPARTMENT Project/Financial Manager:

Mailing Address: **Water Quality Program
Washington State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600**

Telephone Number: **360- 407-6502**
Fax Number: **360- 407-7151**
E-Mail Address:

DESIGNATED LOCAL

ECY 070-357

Phase II Stormwater Pass-through Grant

Grant No. _____

PART III. PROJECT DESCRIPTION

The RECIPIENT’s stormwater project will address implementation or management of municipal stormwater programs.

PART IV. PROJECT BUDGET

| Phase II Stormwater Pass-through Grant Program | |
|---|-----------------------------------|
| ELEMENTS | TOTAL ELIGIBLE COST (TEC)* |
| Task 1 – Project Administration/Management (limited to 10% of total) | \$ 5,000 |
| Task 2 – Implementation and management of Stormwater Program | \$ 45,000 |
| Total (limited to \$50,000 per Recipient partner) | \$ 50,000 |
| *The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost. | |
| MATCHING REQUIREMENTS (There are no matching requirements) | |
| DEPARTMENT Share FY 2010-11 (100% of TEC) | \$ 50,000 |

Payment Request Submittals. Payment requests will not be submitted more often than monthly, unless allowed by the DEPARTMENT’s Project/Financial Manager. The DEPARTMENT’s Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

PART V. SCOPE OF WORK

The RECIPIENT shall ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work. The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT shall submit a copy of the final contract to the DEPARTMENT’s Project/Financial Manager.

Task 1 - Project Administration/Management

- A. The RECIPIENT shall administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required

Phase II Stormwater Pass-through Grant

Grant No. _____

permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

- B. The RECIPIENT shall manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT shall submit all invoice voucher submittals and supportive documentation, to the DEPARTMENT's Project/Financial Manager. Copies of all applicable forms shall be included with an original A19-1A, and shall be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>

Required Forms:

Form A19-1A (original signature)
Form B2 (ECY 060-7)
Form C2 (ECY 060-9)
Form D (ECY 060-11)

Where Eligible Costs Have Incurred:

Form E (ECY 060-12)
Form F (ECY 060-13)
Form G (ECY 060-14)
Form H (F-21)
Form I (ECY 060-15)

- D. If work conducted results in a report, the RECIPIENT shall submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:
- Draft project completion reports – one electronic copy
 - Final project completion reports – five copies
 - Electronic copy of final project completion report

The RECIPIENT shall submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

Task 2 – Implementation of Stormwater Planning and Management Needs

- A. The RECIPIENT shall address stormwater management needs that protect or restore water quality. The RECIPIENT may conduct work related to implementation of activities required by the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.

Phase II Stormwater Pass-through Grant

Grant No. _____

B. Check the boxes that represent the activities funded under this grant:

- Public education and outreach activities
- Public involvement and participation activities
- Illicit discharge detection and elimination (IDDE) program activities, including:
 - Mapping or geographic information systems of municipal separate storm sewer systems (MS4s);
 - Staff training
 - Activities to identify and remove illicit stormwater discharges;
 - Dry weather outfall screening procedures and field activities;
 - Complaint hotline database or tracking system improvements.
- Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - Development of an ordinance and associated technical manual
 - Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - Training for plan review and/or inspection staff
- Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - Inspecting and/or maintaining the MS4 infrastructure
 - Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- Annual reporting activities, including developing a summary of identified barriers to the use of low impact development.
- Establishing and refining stormwater utilities, including stable rate structures.
- Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan that Ecology approves prior to awarding funding for monitoring.
- Developing a report to plan for monitoring the next permit cycle.
- Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a general us pick-up truck). Qualified equipment purchases include but are not limited to:
 - Illicit discharge testing equipment and materials
 - Vactor truck or sweeper truck for MS4 maintenance activities
 - Electronic devices dedicated to mapping of MS4 facilities and attributes
 - Software dedicated to tracking permit implementation activities
- Other activities consistent with the funding purposes of this program that support stormwater management programs or permit compliance, which can be completed by the June 30, 2009, deadline. Provide brief description in the space below:

Grant No. _____

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Commencement of Work. In the event that the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.
- B. DEPARTMENT Funding Recognition. The RECIPIENT shall acknowledge and inform the public about DEPARTMENT funding participation in this project as appropriate. Examples include project signs and/or acknowledgement in published materials and reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs.
- C. Equipment Purchase. The purchase of equipment may be eligible under this project. If the RECIPIENT determines that equipment is needed to achieve the project outcomes, a request must be made to the DEPARTMENT. All equipment purchases must have prior approval by the DEPARTMENT. Allowable equipment purchases include equipment needed to implement permit requirements (such as a vactor truck) rather than for general use (such as general use pick-up truck).
- D. Indirect Rate. To acknowledge overhead costs, the RECIPIENT may charge an indirect rate up to 25 percent based on RECIPIENT employee's direct salary and benefit costs incurred while conducting project related work, provided that prior to signature of this agreement, the DEPARTMENT's Project/Financial Manager may require a list of items included in the indirect rate during negotiations or thereafter. Items that are generally included in an indirect rate are identified in Administrative Requirements for Recipients of Ecology Grants and Loans.
- E. Meetings/Light Refreshments. The RECIPIENT may spend up to \$50 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed \$300.
- F. Minority and Women's Business Participation. The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.

Phase II Stormwater Pass-through Grant

Grant No. _____

3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

1. Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

G. Progress Reports. The RECIPIENT shall submit quarterly Progress Reports to the DEPARTMENT's Project/Financial Manager. Payment requests will not be processed without a Progress Report.

Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly Progress Reports are due 15 days following the end of the quarter.

Report Content. At a minimum, all Progress Reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

H. Water Quality Monitoring. Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP) that follows Ecology's *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003).

The RECIPIENT must submit the QAPP to the DEPARTMENT for review, comment, and must be approved before starting the environmental monitoring activities.

The RECIPIENT must use an environmental laboratory accredited by Ecology to analyze water samples for all parameters to be analyzed that require bench testing.

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-year rule."

Phase II Stormwater Pass-through Grant

Grant No. _____

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all appropriate data to Ecology through the Environmental Information Management System (EIM).

PART VII. ALL WRITINGS CONTAINED HEREIN

This agreement, the appended GENERAL TERMS AND CONDITIONS, the DEPARTMENT's current edition of *Administrative Requirements for Recipients of Ecology Grants and Loans ("Yellow Book")*, and the *Local Government Stormwater Grants Program FY 2008* contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth or incorporated by reference, herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless signed by authorized representatives of the RECIPIENT and DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or RECIPIENT may change their respective staff contacts without the concurrence of either party.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

THE CITY OF SEDRO-WOOLLEY
JURISDICTION

KELLY SUSEWIND, P.E., P.G. DATE
DATE
WATER QUALITY PROGRAM MANAGER

NAME: MIKE ANDERSON
TITLE: MAYOR

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

(Revised 8/14/09)

Grant No. _____

Appendix A

GENERAL TERMS AND CONDITIONS
Pertaining to Grant and Loan Agreements of
the Department of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

Grant No. _____

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Grant No. _____

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.

5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

Grant No. _____

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce,

Phase II Stormwater Pass-through Grant

Grant No. _____

publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see www.ecy.wa.gov/sustainability..

O. RECOVERY OF PAYMENTS TO RECIPIENT

Grant No. _____

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Grant No. _____

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

Phase II Stormwater Pass-through Grant

Grant No. _____

Appendix B

PARTNERSHIP AGREEMENT FOR ECOLOGY GRANTS

FY2010-2011 PHASE II STORMWATER PASS-THROUGH GRANTS

The cities, towns, and counties listed below agree to partner under one grant agreement for the FY2010 -2011 Phase II Stormwater Pass-through Grants. The grant shall be administered on behalf of the partners by the Lead Phase II Local Government. Each partner local government is a city, town, or county permittee under the Phase II Western Washington Municipal Stormwater General Permit or the Phase II Eastern Washington Municipal Stormwater General Permit.

Lead Phase II Local Government: _____

Phase II permit coverage number: _____

Signature of authorized representative: _____

Title

Date _____

Partner Local Government #1: _____

Phase II permit coverage number: _____

Signature of authorized representative: _____

Title

Date _____

Partner Local Government #2: _____

Phase II permit coverage number: _____

Signature of authorized representative: _____

Title

Date _____

Phase II Stormwater Pass-through Grant

Grant No. _____

Partner Local Government #3: _____

Phase II permit coverage number: _____

Signature of authorized representative: _____

Title

Date _____

Partner Local Government #4: _____

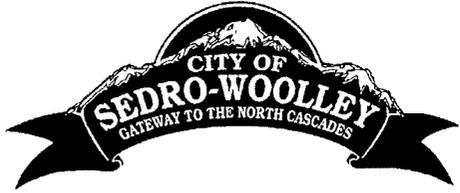
Phase II permit coverage number: _____

Signature of authorized representative: _____

Title

Date _____

If you require special accommodations or need this document in a format for the visually impaired, call [program name] at [section secretary phone number]. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.



CITY COUNCIL AGENDA
REGULAR MEETING

SEP 09 2009

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

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: **Possible Contract Award
Metcalf Street Overlay Project
Design Services
Reichhardt & Ebe Engineering, Inc.**

DATE: September 3, 2009 (for Council action September 9, 2009)

ISSUE:

Shall council move to award the design phase services for the Metcalf Street, Warner to Northern Overlay Project to Reichhardt & Ebe Engineering, Inc. of Sedro-Woolley, WA in the amount of \$15,751.31?

BACKGROUND/ DISCUSSION:

As has been discussed at council, the Metcalf Sewer Project has resulted in significant patching and repair to Metcalf Street between Warner and Northern. The planned repairs to the Metcalf Sewer will further damage the pavement, resulting in additional patching. This design project is to prepare plans and specifications for an overlay project to restore the pavement surface of this downtown street, totaling 1,500 lf, including edge grinding, utility adjustment, Handicap Ramp replacement and pavement markings. It is proposed to utilize PWTF Construction Loan funds for this purpose, as the damage is due to the sewer work.

Reichhardt & Ebe has prepared the attached estimate for the proposed design services.

FINANCIAL:

Funds for this project are available from the Account 332 Sewer Construction Loan funds. Following is a summary of revenue and estimated costs for the project.

REVENUE

| | |
|---|-------------------|
| Account 332.000.082.596.35.63.23 Metcalf Line | \$ 312,000 |
| Subtotal | \$ 312,000 |

ESTIMATED EXPENDITURES - CONSTRUCTION COSTS

| | |
|--|------------|
| Design Budget (R&E Agreement plus 10%) | \$ 17,000 |
| Construction Contract | \$ 281,000 |
| Construction Engineering, budget | \$ 14,000 |

Total, rounded

\$ 312,000

ANALYSIS:

Sufficient funds are available from the PWTF account for this work. We anticipate that the PWTF funds will remain available after completion of the Metcalf Street Sewer repair project. Given the uncertainty of the final cost of the repair and possible settlement, we will not bid this project until the repair work is completed and this matter becomes clear. It is anticipated that the overlay would bid in the winter of this year and construction will take place in the spring of 2010.

The R&E proposal represents 7.4% of the construction contract amount. Previous PE agreements for similar work have ranged from 8% to 16%. This work is on the low end due to project simplicity.

MOTION:

Move to award the Metcalf Street, Warner to Northern Overlay Project Design Phase Services to Reichhardt & Ebe Engineering, Inc. of Sedro-Woolley, WA in the amount of \$15,751.31.

| Engineer's Estimate | | | | | |
|----------------------------|--|--------------------|-------|--------------|----------------|
| City of Sedro Woolley | | | | | |
| 2010 | Metcalf, Warner to Northern Overlay | | | | |
| By: | Mark A. Freiberger, PE, Director of Public Works/City Engineer | | | | |
| Date: | September 3, 2009 | | | | |
| Unit Estimate | | | | | |
| Item No. | | Estimated Quantity | Unit | Unit Price | Total Amount |
| 1 | Mobilization | | 1 LS | 17,000.00 | 17,000.00 |
| 2 | Spill Prevention Plan | | 1 LS | 500.00 | 500.00 |
| 3 | Minor Changes | | 0 FA | - | - |
| 4 | Traffic Control Labor | 100 | HR | 50.00 | 5,000.00 |
| 5 | Traffic Control Supervisor | 50 | HR | 50.00 | 2,500.00 |
| 6 | Project Temporary Traffic Control | 1 | LS | 1,500.00 | 1,500.00 |
| 6 | Construction Signs Class A | 0 | SF | 14.00 | - |
| 7 | Sawcut ACP | 0 | LF-IN | 0.75 | - |
| 8 | Shoring or Extra Excavation Class B, Including Haul | 0 | SF | 1.00 | - |
| 9 | Controlled Density Fill | 0 | CY | 110.00 | - |
| 10 | Gravel Base, Including Haul | 0.0 | TON | 15.00 | - |
| 11 | Crushed Surfacing Top Course, Including Haul | 0.0 | TON | 30.00 | - |
| 12 | Crushed Surfacing Base Course, Including Haul | 0 | TON | 30.00 | - |
| 13 | Edge Grind 7" Wide 0"-1.5" | 2,333 | SY | 6.00 | 14,000.00 |
| 14 | Petromat | 8,667 | SY | 2.50 | 21,666.67 |
| 15 | Commercial HMA | 10.0 | TON | 150.00 | 1,500.00 |
| 16 | HMA Prelevel | 75.75 | TON | 120.00 | 9,090.00 |
| 17 | HMA 1.5" Overlay | 757.5 | TON | 100.00 | 75,750.00 |
| 18 | Inlet Protection | 20 | EA | 100.00 | 2,000.00 |
| 19 | Handicamp Ramp at Intersections & Mid-block | 18 | EA | 2,500.00 | 45,000.00 |
| 20 | Adjust Manhole | 5.0 | EA | 350.00 | 1,750.00 |
| 21 | Adjust Catch Basin | 20.0 | EA | 350.00 | 7,000.00 |
| 22 | Adjust Valve Box | 20 | EA | 250.00 | 5,000.00 |
| 23 | Adjust Monument | 5.0 | EA | 250.00 | 1,250.00 |
| 24 | Stop Bar MMA | 120 | LF | 10.00 | 1,200.00 |
| 25 | Cross Walk MMA | 2304.0 | SF | 5.00 | 11,520.00 |
| 26 | Centerline | 1500 | LF | 1.00 | 1,500.00 |
| 27 | Diagonal Parking Stall | 2880 | LF | 1.00 | 2,880.00 |
| 28 | Handicamp Stall | 5 | EA | 250.00 | 1,250.00 |
| 29 | Repair Existing Public & Private Facilities | 1 | FA | 5,000.00 | 5,000.00 |
| | SUBTOTAL | | | | 233,857 |
| | TAX 8.2% (NA) | | | | - |
| | TOTAL | | | | 233,857 |
| | CONTINGENCY | | | 20.0% | 46,771 |
| | TOTAL ESTIMATE | | | | 280,600 |

REICHHARDT & EBE ENGINEERING, INC.
CONSULTING ENGINEERS

813 Metcalf Street | Sedro-Woolley, WA 98284 | Telephone 360-855-1713 | Fax: 360-855-1164

September 3, 2009

City of Sedro-Woolley
Mr. Mark Freiberger, Director of Public Works/City Engineer
325 Metcalf Street
Sedro-Woolley, WA 98284

Subject: Preliminary proposal for engineering services for the Metcalf Street
Road Improvement Project PSE

Dear Mr. Freiberger,

Thank you for giving us the opportunity to provide a preliminary proposal for the engineering services for the Metcalf St. Road Improvement Project. From previous discussions and meetings, we understand the project to include engineering design and preparation of plans, specifications and an engineer's estimate for road improvements on Metcalf Street between Warner Street and Northern Avenue as indicated below:

Road Surface

1. Edge grind & petro mat overlay
2. Cut & plug with pre-leveling for failing road structure
3. Adjust existing structures to finish grade
4. Pavement Markings
 - a. MMA - Stop Bars & Crosswalks
 - b. Painted - Standard and ADA parking

Our proposal for engineering services on the above-mentioned project will include the following items:

1. Project Administration

This includes preparing and providing the City with monthly reports of R&E's progress and invoicing. This also includes preparing, monitoring and updating the design team's project schedule through PSE completion.

2. Existing Conditions

This includes inventorying existing ground features located in the roadway that will be included in the contract documents (i.e. frame & grate, manhole, valve lid, striping, crosswalk etc). Field identified features will be incorporated into Base maps developed using City provided aerial photography.

3. Planning

This includes coordination with City staff to determine scheduling restrictions and other City specified project requirements. Additionally, upon development of the Base maps with the existing surface features incorporated, it is anticipated the City will provide comment and direction on;

1. Removal or replacement of existing structures
2. Addition to or deletion of existing striping locations
3. Addition to or deletion of recommended cut & plug repair locations

4. Engineering

The horizontal and vertical alignment will be dictated by the existing road alignment. Quantity take-off information for the proposed design will be provided. The pavement repair sections will be designed to meet applicable City standards and state requirements.

5. Drafting

Drafting will include the preparation of exhibits to be utilized within the contract documents. Exhibits will be a maximum of 11"x17" and will be located with the Appendix of the Contract Specifications. Drafting will be done using Autodesk Land Desktop 2006.

6. Project Documents

Project specifications, amendments, special provisions and bid proposal will be prepared in accordance with the American Public Works Association Washington State Chapter and Washington State Department of Transportation Specifications. City of Sedro-Woolley construction contract, maintenance bond, performance bond, payment bond and retainage investment option language will be incorporated into the Contract Specifications. Additionally, an Engineer's estimate for anticipated construction costs will be prepared.

7. Project Bidding - Small Works Roster

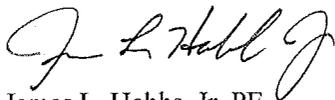
Throughout the solicitation for bids through the small works roster, the Engineer will address bidder's questions.

At this time, no environmental permitting has been identified with this scope of work. As planning progresses and funding options are explored, environmental permitting may be required as part of the project. In this event, we would explore modifying the scope to include addressing these concerns.

Additionally, at this time, no drainage conveyance or curb & gutter improvements have been identified within this scope of work. If the City indicates it desires these improvements, we would anticipate modifying the scope to account for any additional work required to address their concerns.

For additional break down of these task items, a man-hour estimate has been attached for your review. If you have any questions or require additional information please contact me at (360) 855-1713. I look forward to hearing from you.

Respectfully,



James L. Hobbs, Jr. PE
Reichhardt & Ebe Engineering

Attachment: Man-hour Estimate

City of Sedro Woolley
 Metcalf Street Road Improvement Project
 (Eastern Street to Puget Avenue)

Date: August 24, 2009

Reichardt & Ebe Engineering, Inc.
 813 Metcalf Street
 Sedro-Woolley, WA 98284

Phone: (360) 855-1713
 Fax: (360) 855-1164

| Item | Description | Prime Consultant | | | |
|---------------------------|--|-------------------|------------------------|-------------------------|-----------------|
| | | Principal E-6 | Project Manager E-4 | Project Engineer E-2 | Clerical C-2 |
| SCHEDULE A: DESIGN | | | | | |
| 1.0 | EXISTING CONDITIONS | | | | |
| 1.01 | Research Existing Records | 2 | 2 | 3 | 0 |
| 1.02 | Engineering Data Acquisition | 2 | 3 | 4 | 0 |
| 1.05 | Field Verify Base Maps (Exhibits) | 2 | 3 | 2 | 0 |
| | Sub-Total | 6 | 8 | 9 | 0 |
| 2.0 | PLANNING | | | | |
| 2.01 | Client Meeting/Coordination (ONE meetings) | 2 | 3 | 0 | 0 |
| | Sub-Total | 2 | 3 | 0 | 0 |
| 4.0 | DRAFT DESIGN | | | | |
| 4.01 | Plan Sheets (Exhibits) | 3 | 16 | 24 | 0 |
| 4.06 | QA/QC | 2 | 4 | 2 | 0 |
| 7.07 | Address Client Comments | 3 | 4 | 6 | 0 |
| | Sub-Total | 8 | 24 | 32 | 0 |
| 5.0 | PROJECT DOCUMENTS | | | | |
| 5.01 | Amendments to Standard Specifications | 4 | 3 | 3 | 1 |
| 5.02 | Standard Specifications | 4 | 3 | 3 | 1 |
| 5.03 | Special Provisions | 3 | 6 | 6 | 1 |
| 5.04 | Advertisement for Bid | 2 | 2 | 0 | 1 |
| 5.05 | Client Specific Division 1 Language | 2 | 2 | 1 | 1 |
| 5.06 | Client Specific Contract Language | 2 | 2 | 1 | 1 |
| 5.07 | Exhibits | 2 | 4 | 2 | 1 |
| 5.08 | QA/QC | 3 | 4 | 2 | 1 |
| 5.09 | Engineer's Estimate of Construction Cost | 1 | 2 | 8 | 1 |
| | Sub-Total | 23 | 28 | 26 | 9 |
| 6.0 | PROJECT BIDDING | | | | |
| 6.01 | Bidder's Questions | 2 | 2 | 0 | 1 |
| | Sub-Total | 2 | 2 | 0 | 1 |
| | SUBTOTAL | 41 | 65 | 67 | 10 |
| | Billing Rates | \$111.79 | \$89.15 | \$66.51 | \$46.70 |
| | TOTAL | \$4,583.39 | \$5,794.75 | \$4,456.17 | \$467.00 |
| 7.0 | REIMBURSABLES | Units | Unit Cost | | Total |
| 7.02 | Copying | 4500 | \$0.10 | | \$450.00 |
| | Sub-Total | | | | \$450.00 |

| | |
|--------------------|--------------------|
| GRAND TOTAL | \$15,751.31 |
|--------------------|--------------------|

SEP 09 2009

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

Memorandum

To: City Council
From: Patsy Nelson *PNS*
Date: 8/28/2009
Re: Petty cash & change drawers

ISSUE: Should the Council consolidate the establishment of City petty cash funds and cash change drawers in a single Resolution?

BACKGROUND: Over the years, prior City Councils have established such petty cash funds and cash change drawers individually, one at a time, in multiple resolutions. The purpose of this Resolution is to consolidate the amounts and locations of these funds in one Resolution.

RECOMMENDATION: Motion to approve Resolution _____, titled A **RESOLUTION OF THE CITY OF SEDRO-WOOLLEY ESTABLISHING VARIOUS PETTY CASH FUNDS FOR CITY OFFICES.**

Resolution

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY
ESTABLISHING VARIOUS PETTY CASH FUNDS FOR CITY
OFFICES**

WHEREAS, it is necessary for efficient operation of various City offices that petty cash funds and cash change drawers be available; and

WHEREAS, various City Department currently have petty cash funds and cash change drawers as previously established by Council Resolution; and

WHEREAS, City staff has recommended that the amount and location of such petty cash funds and cash change drawers be memorialized into one resolution;

**NOW THEREFORE BE IT RESOLVED BY THE CITY
COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS;**

The City of Sedro-Woolley hereby establishes the following petty cash funds and cash change drawers:

| | |
|-----------------------------|----------|
| Library Petty Cash Fund | \$100.00 |
| Library Cash Drawer | 50.00 |
| Municipal Court Cash Drawer | 50.00 |
| Finance Petty Cash Fund | 125.00 |
| Finance Cash Drawers | 500.00 |
| Yard Waste Cash Drawer | 40.00 |

PASSED by majority vote of the members of the Sedro-Woolley City Council this 9th day of September, 2009

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

SEP 09 2009

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

Memorandum

To: City Council
From: Patsy Nelson *Patsy*
Date: 8/28/2009
Re: Lodging Tax Advisory Committee

ISSUE: Establishment of this year's Lodging Tax Advisory Committee.

BACKGROUND: State law establishes the membership of the City's Lodging Tax Advisory Committee as well as their duties. The Committee is comprised of a Council Member who serves as Chair, two representatives of businesses collecting the tax and two representatives of organizations receiving funding. The Committee is responsible to evaluate all applications for Hotel/Motel Tax funding and prepare a recommendation to Council for the following budget year.

The Finance Committee met and recommended the appointees shown on the attached Resolution for this year's Committee.

RECOMMENDATION: Passage of Resolution _____, titled **A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY APPOINTING MEMBERS TO THE LODGING TAX ADVISORY COMMITTEE**

Resolution

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY APPOINTING MEMBERS TO THE LODGING TAX ADVISORY COMMITTEE

WHEREAS, the City of Sedro-Woolley currently levies a lodging tax pursuant to Chapter 67.28 RCW; and

WHEREAS, the State Legislature has passed SSB 5867, enacted as Chapter 452, Laws of 1997; and

WHEREAS, the City established a Lodging Tax Advisory Committee in September, 1997;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS;

The following persons are appointed to serve as members of the City of Sedro-Woolley Lodging Tax Advisory Committee:

| Membership Category | Appointee |
|--|---|
| Elected Official of City of Sedro-Woolley | Ted Meamber |
| Representatives of businesses required to collect the tax | Stacy Hicks, Three Rivers Inn James Montgomery Skagit Motel |
| Persons involved in activities authorized to be funded: | Pola Kelly Chamber of Commerce James Johnson Sedro-Woolley Farmers Market |

This resolution shall take effect immediately upon passage.

PASSED by majority vote of the members of the Sedro-Woolley City Council
this 9th day of September, 2009.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form::

Eron Berg, City Attorney

Memo

CITY COUNCIL AGENDA
REGULAR MEETING

SEP 09 2009

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

To: The City Council of Sedro-Woolley and Mayor Anderson
From: Lieutenant Lin Tucker
CC: Chief Doug Wood
Date: September 3, 2009
Re: STOP Grant Acceptance

The Sedro-Woolley Police Department has the opportunity to accept a grant in the amount of \$15,823 for the Prosecution and Prevention of Domestic Violence Crimes. The Police Department is just one of many partners in this process, the Skagit County Prosecutor's Office is another partner in this process and is providing the local agency matching funds. Acceptance of this grant will not cost the City any additional money and will provide quite a bit of equipment that should last for the next 3-5 years. An added benefit to this, is that the camera replacement will allow the Police Department to surplus our existing cameras to other City Departments.

The following is a list of the expected uses that this grant money will provide;

Funds to send officers to Domestic Violence and Sexual Assault training.

Additional money would be allocated to subsidize local Nurses to attend Sexual Assault Nurse Examiner training.

Contracting with a Certified local Domestic Violence Instructor to conduct County-wide Domestic Violence training.

Digital cameras and memory cards with high resolution capabilities to replace existing cameras.

Viewu brand video/audio recorders will be purchased. These recorders are meant to be worn by Patrol Officers responding to calls.

Notepad sized laptop computers and one PowerPoint projector will be purchased to develop and store training presentations and to help organize various files and presentations.

Money to provide printing and pamphlets for proposed training and to print and distribute investigative aid cards for all Law Enforcement in the County.

Recommendation: Motion to authorize the Mayor or his designee to sign all necessary documents to accept the STOP Violence Against Women Formula Grant.



Department of Commerce

Innovation is in our nature.

Grant to

Sedro-Woolley Police Department

through

Office of Crime Victims Advocacy, Community Services Division

For

STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

Start date: October 1, 2009

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FACE SHEET

Grant Number: F09-31103-069

**Washington State Department of Commerce
Community Services Division
Office of Crime Victims Advocacy
FFY 2009 STOP Violence Against Women Formula Grant Program**

| | | | |
|--|--|--|---------------------------------|
| 1. Grantee Sedro-Woolley Police Department 325 Metcalf Street Sedro-Woolley, WA 98284 | | 2. Grantee Doing Business As (optional) N/A | |
| 3. Grantee Representative Lin Tucker Lieutenant Phone: 360.855.0111 Fax: 360.855.0196 ltucker@ci.sedro-woolley.wa.us | | 4. Commerce Representative Pearl Gipson-Collier PO Box 48304 Associate Director 906 Columbia Street SW Phone: 360.725.2891 Olympia, WA 98504-8304 Fax: 360.586.7176 pearl.gipson@commerce.wa.gov | |
| 5. Grant Amount \$ 15,823.00 | 6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date 10/1/2009 | 8. End Date 9/30/2010 |
| 9. Federal Funds (as applicable) 2009-WF-AX-0004 | Federal Agency Dept. of Justice, OVW | CFDA Number 16.588 | |
| 10. Tax ID# 91-6001276 | 11. SWV# N/A | 12. UBI# N/A | 13. DUNS# |
| 14. Grant Purpose: To support grant activities funded through the 2009 STOP Violence Against Women Program. | | | |
| <p>COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A"- Scope of Work, Attachment "B"- Budget, Attachment "C" - Standard Assurances, and 2009 Funding Application.</p> | | | |
| FOR THE GRANTEE | | FOR COMMERCE | |
| Signature | | Dan McConnon | |
| Name | | Assistant Director | |
| Title | | Date | |
| Date | | APPROVED AS TO FORM ONLY | |
| | | Sandra Adix | |
| | | Assistant Attorney General | |
| | | May 15, 2009 | |
| | | Date | |

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

“This project was supported by Grant No. 2009-WF-AX-0004 awarded by the Office on Violence Against Women, US Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Office on Violence Against Women, US Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce.”

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$15,823.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Attachment A - Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment B – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **\$8,380.00**. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. Expenditures of match funds must be identified on the invoice voucher form provided by the Department.

Transfer of funds between line item budget categories must be approved by OCVA program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation of an amendment by Grantee and the Department.

Payment normally will be on a reimbursement basis only. However, the grantee may, in writing, request approval of advance payment of federal funds to cover a specific allowable cost. The Department, at its discretion, may approve and make the requested advance payment. The expenditure of advance payment shall be reflected in the next quarterly report filed by the grantee.

Consultant fees may not exceed \$450 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$56.25 per hour for less than an eight-hour day.

The Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide, which can be found at <http://www.ojp.gov/financialguide/index.htm>.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices. Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Forms. The Invoice Voucher shall be submitted to **Pearl Gipson-Collier**, Associate Director, Office of Crime Victims Advocacy, Post Office Box 48304, Olympia, Washington 98504-8304.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the grant or withhold payments claimed by the Grantee for program activities rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for program activities performed under this grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

5. REPORTING

The Grantee shall submit two (2) progress reports on a form provided by the Department for the work performed during the previous reporting period. Reports are due to the Department **January 15, 2010** (for the performance period October 1, 2009 through December 31, 2009), and **October 15, 2010** (for the performance period January 1, 2010 through September 30, 2010). The Grantee shall maintain documentation and records that support the data reported.

6. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs.

7. GRANT MODIFICATION

Notwithstanding any provision of this grant to the contrary, at any time during the grant period, the Department may, by written notification to the grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

Notwithstanding any provision of this grant to the contrary, at any time during the grant period, the Department may analyze grant expenditures as a proportion of the grant budget. If the Department determines, in its sole discretion, that the grant funding is underutilized, the Department, in its sole discretion, may unilaterally modify the grant to reduce the balance of the grant budget. Funds de-obligated by the Department as a result of a budget reduction may be made available to other grantees for the provision of eligible program activities.

8. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

- C. The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Face Sheet
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Application for Funding
- Attachment C – US Department of Justice Standard Assurances

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Cognizant State Agency" shall mean the state agency from which the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency that contributes the largest portion of federal financial assistance to the sub-recipient.
- C. "COMMERCE" shall mean the Department of Commerce.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subgrantees" means subgrantee(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by the Department; provides services under the contract only to those beneficiaries individually determined to be eligible by the Department and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA' 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

5. APPROVAL

This Grant shall be subject to the written approval of COMMERCE's authorized representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

6. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

7. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

8. AUDIT

A. General Requirements

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

As applicable, Grantee's required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Grantees expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Grantees to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. The Schedule of State Financial Assistance must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number
- Grantor contract number
- Total award amount including amendments (total grant award)
- Beginning balance
- Current year revenues

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

Current year expenditures
Ending balance
Program total

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee's financial records must be available for review by COMMERCE.

C. Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Grantee's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
906 Columbia Street SW, Fifth Floor
PO Box 48300
Olympia WA 98504-8300

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- 1. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:**
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 - d. Have not within a three-year period preceding the signing of this contract had one or more public transactions (Federal, state, or local) terminated for cause of default.
2. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.
3. The Grantee agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
4. The Grantee further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier

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Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier contractor is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. “Confidential Information” as used in this section includes:
- 1. All material provided to the Grantee by COMMERCE that is designated as “confidential” by COMMERCE;
 - 2. All material produced by the Grantee that is designated as “confidential” by COMMERCE; and
 - 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

13. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subgrantees.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with COMMERCE's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, subcontract, or other source.

16. EQUAL OPPORTUNITY TREATMENT FOR FAITH BASED ORGANIZATIONS

The Grantee agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation.

17. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, RCW 42.52 and any other applicable state or federal law related to ethics or conflicts of interest.

18. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

19. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subgrantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated or reduced by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subgrants shall include a comprehensive indemnification clause holding harmless the Grantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

20. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

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21. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

22. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

C. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90
Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. Section 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631).

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR part 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

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Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1969, 12 USC 17001u (See 24 CFR 570.607(b)).

D. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

E. Other

Anti-Kickback Act, 18 U.S.C. 874, 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Internal Revenue Service Rules, August 31, 1990.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Nondiscrimination and Equal Opportunity, 24 CFR part 5.105(a).

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 522(a)(5).

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (11).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

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- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

23. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

24. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

25. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

27. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Grant for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

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3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Grantees selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Subgrantees must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

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Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

32. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

36. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

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39. TERMINATION FOR CAUSE / SUSPENSION

In event COMMERCE determines that the Grantee failed to comply with any term or condition of this Grant, COMMERCE may terminate the Grant in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Grant. Failure by the Grantee to take timely corrective action shall allow COMMERCE to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Grantee did not fail to comply with the terms of the Grant or when COMMERCE determines the failure was not caused by the Grantee's actions or negligence.

If the Grant is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Grant and the replacement Grant, as well as all costs associated with entering into the replacement Grant (i.e., competitive bidding, mailing, advertising, and staff time).

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, the Grantor shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Grant;
- C. Assign to COMMERCE all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Grantee to settle such claims must have the prior written approval of COMMERCE; and
- D. Preserve and transfer any materials, Grant deliverables and/or COMMERCE property in the Grantee's possession as directed by COMMERCE.

Upon termination of the Grant, COMMERCE shall pay the Grantee for any service provided by the Grantee under the Grant prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. The State shall pay any withheld amount to the Grantee if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law.

42. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

October 1, 2009 through September 30, 2010

The Sedro-Woolley Police Department shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the grant period.

This Grant is not a Benefit or Entitlement to the Grantee. It is not to be used to acquire property or services for the federal government's direct benefit. The principle purpose of this Grant is to provide funding for the Sedro-Woolley Police Department to accomplish a public purpose.

Funding from this Grant must be used to support the grantee's STOP Violence Against Women Formula Grant Program. Grantee must ensure that activities funded under this grant program are available to adult victims of domestic violence, sexual assault, dating violence or stalking, during grantee's regular business hours and shall include, but not be limited to:

- local and/or national training sessions;
- training related to crimes involving adult victims of domestic violence, sexual assault, dating violence, and/or stalking;
- training focusing on topics or issues that will increase efforts to hold offenders accountable while enhancing law enforcement's response to adult victims of sexual assault, domestic violence, dating violence, or stalking; and
- ensuring that equipment, goods and services, and supplies purchased under this grant program are related to issues involving adult victims of domestic violence, sexual assault, dating violence, or stalking.

Equipment purchases to support victim service connected investigatory or other victim service related activities **are not** allowed with these grant funds.

Outreach, Public Awareness and Education Activities: Grant funds may only be used to support, inform, and outreach to victims about available services. General public awareness and community education campaigns are not allowable activities under this grant.

Coordinated Community Response Team: The Grantee and all parties receiving funds from this grant shall participate monthly, or at least quarterly, in the county's Coordinated Community Response Team to increase the safety of victims of domestic violence, sexual assault, dating violence, or stalking and hold offenders accountable.

Attachment B

| <u>Category</u> | <u>Budget</u> |
|---------------------|-------------------------------|
| | <u>Projected Direct Costs</u> |
| Personnel | |
| Salaries | <u>\$ 2,400.00</u> |
| Benefits | <u>\$ -</u> |
| Contracted Services | <u>\$ 400.00</u> |
| Goods & Services | <u>\$ 13,023.00</u> |
| | <u>\$ 15,823.00</u> |

Total Grant Award: \$ 15,823.00

Match: \$8,381.00

Total Project: \$ 24,204.00

Transfer of funds between line item budget categories must be approved by OCVA program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation of an amendment by Grantee and Department of Commerce.

Contracted Services: Consultants/Trainers compensation cannot exceed \$450.00 per day (excluding travel and per diem) for an eight hour day or cannot exceed \$56.25 per hour for less than an eight hour day.

The cost of allowable equipment purchased with these funds must be prorated to grant activity usage, unless items are used 90% or more on grant activities. Equipment authorized to be purchased with grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution.

The project match for this county must be met by prosecution and/or law enforcement unless otherwise stipulated and fulfilled as specified on the Non-Federal Budget Match Form in your STOP Formula Grant Application for FFY 2009 Funding.



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity--
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Date

Date

Equal Employment Opportunity Plan (EEOP) Certification

Recipient Name and Address: **Sedro-Woolley Police Department**
325 Metcalf Street
Sedro-Woolley, WA 98284

Grant Title: **STOP Violence Against Women Program (VAWA)**

Grant Number: 2009-WF-AX-0004

Grant Award Amount \$ 15,823.00

Contact Person Name/Title: Lin Tucker Lieutenant

Phone Number: Phone: 360.855.0111

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 CFR Sections 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement must complete Section B below. A recipient should complete either Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant.

Please send the completed form to:

Pearl Gipson-Collier, Associate Director
 Office of Crime Victims Advocacy
 PO Box 48304, Olympia, WA 98504-8304

Section A – Declaration of Claiming Complete Exemption from the EEOP Requirement. Please check all boxes that apply.

- | | | |
|--|---|--|
| <input type="checkbox"/> Recipient has less than 50 employees | <input type="checkbox"/> Recipient is an Indian Tribe | <input type="checkbox"/> Recipient is a non-profit organization |
| <input type="checkbox"/> Recipient is an educational institution | <input type="checkbox"/> Recipient is a medical institution | <input type="checkbox"/> Recipient's award is less than \$25,000 |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 CFR Sections 42.302. I further certify that _____ [recipient] will comply with the applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

| | | |
|------------------------------|-----------|------|
| | | |
| Print or type Name and Title | Signature | Date |

Section B – Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying that an EEOP is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP for review as long as it certifies the following (42 CFR Section 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR Section 42.301, et. seq., subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of _____ [organization], at _____ [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

| | | |
|------------------------------|-----------|------|
| | | |
| Print or type Name and Title | Signature | Date |

Memo

CITY COUNCIL AGENDA
REGULAR MEETING

SEP 09 2009

To: City Council and Mayor Anderson

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

From: Lt. Lin Tucker

Date: 09-04-09

Re: Radios for Surplus

The following items are surplus items from the Police Department. These are old radios that are no longer covered or maintained by Day Wireless and are not narrow band capable for Police or Fire use.

These radios cannot be sold as-is, they have Police/Fire/Learn/Hear capabilities and should not be left in civilian hands. Our alternative is to destroy them.

Three different groups have expressed interest in taking these radios. They will either disable or erase the Law Enforcement and Fire Frequencies to prevent them from being misused.

| Radios to surplus | | |
|--|------------|-------|
| Motorola Max Trac D33MJA7DA5CK | 428AUC1955 | UHF |
| Motorola Max Trac D33MJA7DA5CK | 428AUC1957 | UHF |
| Motorola Max Trac D43MJA7JA5AK | 428ASL1304 | VHF |
| Motorola Max Trac D43MJA7JA5AK | 428ASL1303 | VHF |
| Motorola Max Trac D44MJA7JA5AK | 428ATE3355 | ? |
| Motorola Max Trac D44MJA7JA5AK | 428ASL1308 | ? |
| Motorola Max Trac D44MJA7JA5AK | 428ASL1307 | ? |
| Motorola Max Trac D44MJA7JA5AK | 428ATE3357 | ? |
| Main PD Motorola Max Trac 300 D34MJA7DA5CK | 428FPA2709 | UHF |
| Main PD Motorola Max Trac D44MJA7JA5AK | 428TXS2164 | UHF |
| Fire Motorola Max Trac D33MJA7DA5CK | 428AUC1958 | VHF |
| Main PD Motorola Max Trac D44MJA7JA5AK | 428TVL3121 | UHF |
| Main PD Motorola Max Trac D44MJA7JA5AK | 428ATE3356 | UHF |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB567 | 00113 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB560 | 00120 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB566 | 00110 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB574 | 00111 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB572 | 00108 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB571 | 00121 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB563 | 00114 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB573 | 00119 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB??? | 00??? |

Recommendation: Motion to adopt the surplus resolution.

RESOLUTION NO.

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

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

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

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

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

| Police Radios to surplus | | |
|--|------------|-------|
| Motorola Max Trac D33MJA7DA5CK | 428AUC1955 | UHF |
| Motorola Max Trac D33MJA7DA5CK | 428AUC1957 | UHF |
| Motorola Max Trac D43MJA7JA5AK | 428ASL1304 | VHF |
| Motorola Max Trac D43MJA7JA5AK | 428ASL1303 | VHF |
| Motorola Max Trac D44MJA7JA5AK | 428ATE3355 | ? |
| Motorola Max Trac D44MJA7JA5AK | 428ASL1308 | ? |
| Motorola Max Trac D44MJA7JA5AK | 428ASL1307 | ? |
| Motorola Max Trac D44MJA7JA5AK | 428ATE3357 | ? |
| Main PD Motorola Max Trac 300 D34MJA7DA5CK | 428FPA2709 | UHF |
| Main PD Motorola Max Trac D44MJA7JA5AK | 428TXS2164 | UHF |
| Fire Motorola Max Trac D33MJA7DA5CK | 428AUC1958 | VHF |
| Main PD Motorola Max Trac D44MJA7JA5AK | 428TVL3121 | UHF |
| Main PD Motorola Max Trac D44MJA7JA5AK | 428ATE3356 | UHF |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB567 | 00113 |
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| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB574 | 00111 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB572 | 00108 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB571 | 00121 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB563 | 00114 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB573 | 00119 |
| <i>Portable Radio Radius P200 H44RFU7160BN</i> | 792TRYB??? | 00??? |

Section 2. The Mayor is directed to sell, trade-in or otherwise dispose of the surplus property for additional property or for the best available price or the least costly method

of disposal in any manner he determines to be in the best interest of the City and execute any necessary paperwork to effectuate the transfer.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 9th day of September, 2009.

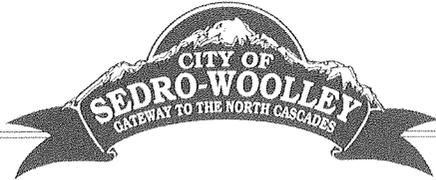
Mike Anderson, Mayor

Attest:

Patsy Nelson, Clerk/Treasurer

Approved as to form:

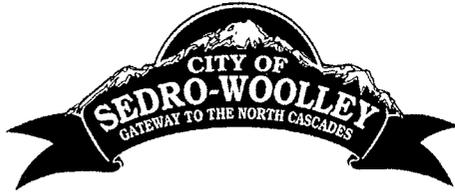
Eron Berg, City Attorney



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

**UNFINISHED
BUSINESS**



CITY COUNCIL AGENDA
REGULAR MEETING

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

SEP 09 2009

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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Contract Award
Commercial Roll Off Refuse Truck
Western Peterbilt, Inc.**

DATE: September 3, 2009 (for Council action September 9, 2009)

RECOMMENDATION: The Public Works Department Solid Waste Division recommends that a contract in the amount of \$174,546.56 be awarded to Western Peterbilt, Inc. for one (1) low cab forward chassis truck with roll-off box hoist. This award is done under the terms of the Agreement for Ride-On to the City of Tacoma Bid #PW08-0578F.

EXPLANATION: As discussed at the August 26, 2009 council session, the city has the opportunity to accelerate purchase of the roll off truck scheduled on the Equipment Repair and Replacement Fund list for 2010 to this year under the City of Tacoma contract. Accelerating the purchase by one year will allow us to acquire the vehicle with 2009 emission standards, and save approximately 15% for anticipated increases to the 2010 standards. The roll off vehicle is a heavily used piece of equipment, and the existing chassis is near the end of its 25 year life.

FINANCIAL:

Funds for this project are available from the Account 501 Equipment Repair and Replacement Fund.

REVENUE

| | |
|---|------------------|
| Account 501 ERR Fund balance at 7/31/09 | \$365,383 |
| Additional Deposits planned for 2009 | \$180,438 |
| Subtotal Revenue | \$545,821 |

ESTIMATED EXPENDITURES – BALANCE 2009

| | |
|---------------------------------|------------------|
| Fleet Maintenance (\$11,879/mo) | \$ 71,275 |
| This Acquisition | \$174,547 |
| Subtotal Expenditures | \$245,822 |

| | |
|-------------------------------------|------------------|
| Expected Ending Fund Balance | \$299,999 |
|-------------------------------------|------------------|

ANALYSIS:

Sufficient funds are currently available from the ERR for this acquisition. We anticipate additional scheduled deposits of \$180,438 for the period August – December 2009, leaving an expected fund balance of \$299,999 at the end of the year after the proposed acquisition.

A budget amendment will not be required for this acquisition. To make place for this purchase, the currently scheduled purchase of a Container Delivery Truck at \$100,000 will be deferred until 2011. In addition to the earlier cut of \$40,000 from planned 2009 acquisitions per the April 8 Budget Cuts Memorandum, we are deferring an additional \$41,012 from Sewer and \$34,400 from Streets for vehicles not currently in high need. The new deferrals total \$175,412, which is slightly more than the proposed purchase.

We are also considering acquisition of plow blades and an additional sander box to outfit one of our existing 6-8 CY Dump Trucks as a backup snow plow. This will be the subject of a subsequent memorandum.

MOTION:

Move to award the a contract in the amount of \$174,546.56 to Western Peterbilt, Inc. for one (1) low cab forward chassis truck with roll-off box hoist. This award is done under the terms of the Agreement for Ride-On to the City of Tacoma Bid #PW08-0578F.

Mark Freiberger

From: Leo Jacobs
Sent: Tuesday, September 01, 2009 9:05 AM
To: Mark Freiberger
Subject: Roll-Off purchase info.
Attachments: DOC042809.pdf; SEDRO-WOOLLEY 2010 ROLL-OFF RIDE-ON LETTER 8-31-2009.pdf; SEDRO-WOOLLEY 320 ROLL-OFF SPECIFICATIONS 8-31-09.pdf; Hoist Quote Sedro Woolley Aug 2009 DMBCQ1609.pdf

Mark,

Here are the specs for the City of Tacoma, the ride on letter with the City of Tacoma with a total price of \$174,546.56 including sales tax.

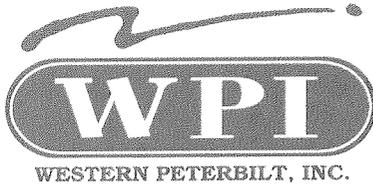
Our tentative specs for the City of Sedro-Woolley truck chassis and the hoist info your review.

I will try to meet with Tony today to get his input.

It was recommended by sales staff not to use such a long wheel based truck for plowing. The garbage trucks other cities use are a shorter wheel based garbage trucks.

They saw the older WWTP truck and said that would work better. We did not add it on the current specs.

Leo



WESTERN PETERBILT, INC.

3801 Airport Way South
Seattle, Washington, 98108
(206) 624-7383



August 31, 2009

Mr. Leo Jacobs
Solid Waste/Fleet Supervisor
City of Sedro-Woolley
315 Sterling Street
Sedro Woolley, WA 98284

REF: AGREEMENT FOR RIDE-ON TO THE CITY OF TACOMA BID #PW08-0578F.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Sedro-Woolley for the purchase of one (1) Commercial Roll-Off refuse truck through a ride-on contract tied to an interlocal purchasing agreement with the City of Tacoma, reference Bid# PW08-0578F. The following price breakdown includes the same pricing of the original bid and options that have been offered in the original bid with options included. All other prices, terms, delivery, option prices and conditions that applied to the City of Tacoma will apply to the City of ~~Spokane~~ ^{Sedro-Woolley}. Please reference the following exhibit from the City of Tacoma bid:

Following, please find the breakdown of the base prices and options:

- Base bid price per unit. \$ 168,782.00
- Delete Pusher axle \$(7,909.59)
- Extended Cummins Engine Warranty. Included in price
- Five (5) year Allison Extended Transmission Warranty. Included in price

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

6214 E Broadway
Spokane, WA, 99212
(509) 535-4241
FAX: (509) 536-3949
1-800-572-6219

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

Subtotal **\$ 160,872.41**

State Sale Tax (8.5%) \$ 13,674.15

Total (per unit.) **\$ 174,546.56**
=====

Again, all other terms, prices, delivery quotations and all conditions will remain the same as the Tacoma bid.

Thank you for the opportunity to earn your business!

Respectfully,

Stu Fox

Stu Fox
Western Peterbilt, Inc.
Refuse Systems Division



Western Peterbilt, Inc. W395
P.O. Box 24065

CITY OF SEDRO-WOOLEY

Seattle, Washington United States 98124
Phone: (206) 624-7383
Fax: (206) 340-0416
Email: sfox@westernpeterbilt.com

Phone:
Fax:
Contact Email:
Prepared for: LEO JACOBS

Vehicle Summary

| | Unit | | Chassis | |
|-------------------------|------------------------|----------------------|---------|-------|
| Model: | Model 320 | Fr Axle Load (lbs): | | 18740 |
| Type: | Full Truck | Rr Axle Load (lbs): | | 46000 |
| Description: | SEDRO-WOOLLEY 320 | G.C.W. (lbs): | | 64740 |
| | ROLL-OFF | | | |
| | SPECIFICATIONS 8-31-09 | | | |
| | Application | Road Conditions: | | |
| Intended Serv.: | Refuse/On-Highway | Class A (Highway) | | 100 |
| Commodity: | Refuse, Scrap | Class B (Hwy/Mtn) | | 00 |
| | | Class C (Off-Hwy) | | 00 |
| | | Class D (Off-Road) | | 00 |
| | Body | Maximum Grade: | | 6 |
| Type: | Roll-Off | Wheelbase (in): | | 223 |
| Length (ft): | 20 | Fr Axle to BOC (in): | | 0.1 |
| Height (ft): | 13.5 | Cab to Axle (in): | | 222.9 |
| Max Laden Weight (lbs): | 1000 | Cab to EOF (in): | | 280.0 |
| | Trailer | | | |
| No. of Trailer Axles: | 0 | | | |
| Type: | | | | |
| Length (ft): | 0 | | | |
| Height (ft): | 0.0 | | | |
| Kingpin Inset (in): | 0 | | | |
| Corner Radius (in): | 0 | | | |
| | Restrictions | | | |
| Length (ft): | 40 | | | |
| Width (in): | 102 | | | |
| Height (ft): | 13.5 | | | |

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

| | |
|--|--|
| | Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com . |
| | PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs. |

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

| | | | | |
|-----------------|-----------------------|-----------------|-----------------|-----------|
| Printed: | 8/31/2009 12:25:21 PM | Complete | Model Number: | Model 320 |
| Effective Date: | Jul 1, 2009 | | Quote/DTPO/CO: | Q42439525 |
| Prepared by: | Stu Fox | | Version Number: | 20.10 |



Western Peterbilt, Inc. W395
P.O. Box 24065

CITY OF SEDRO-WOOLEY

Seattle, Washington United States 98124
Phone: (206) 624-7383
Fax: (206) 340-0416
Email: sfox@westernpeterbilt.com

Phone:
Fax:
Contact Email:
Prepared for: LEO JACOBS

| Data | Code | Description | \$ List | Weight |
|-----------------------------------|------|--|---------|--------|
| Base Model | | | | |
| 0003201 | O | Model 320 | 138,174 | 16,470 |
| 0091180 | O | Refuse, Scrap | 0 | 0 |
| 0093035 | O | Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills. | 0 | 0 |
| 0095090 | O | Roll-Off | 0 | 0 |
| Frame & Equipment | | | | |
| 0514160 | O | 10-3/4in Steel Rails 306-342in 10.75x3.5x.375 Dimension, 2,136,000 RBM | 171 | 204 |
| 0601500 | O | Full Steel Inner Liner | 718 | 680 |
| 0620110 | O | FEPTO Provision 9in Bumper Extension Includes 1350 Series Front Drive PTO attachment provision, radiator with PTO cut-out in grille, radiator protection sleeve, and bumper extension. | 711 | 41 |
| 0644090 | S | EOF Square without Xnbr For use with body builder installed crossmember. | 0 | 0 |
| 0651090 | O | Omit Rear Mudflaps and Hangers | 0 | 0 |
| Front Axle & Equipment | | | | |
| 1011360 | O | Dana Spicer D2000F 20,000 lb, 3.5in Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. | 0 | 0 |
| 1114030 | O | Taper Leaf Springs, Shocks 20,000 lb | 0 | 0 |
| 1243010 | O | Power Steering Sheppard M100 Dual Glidekote splines on steering shaft extend service life of components. | 50 | 26 |
| 1354790 | O | PHP10 Iron LMS Hubs 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals. | 0 | 0 |
| 1380230 | O | 5in Drop IPO 3.5in, Front Axle | 42 | 0 |

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 8/31/2009 12:25:21 PM
Effective Date: Jul 1, 2009
Prepared by: Stu Fox

Complete

Model Number: Model 320
Quote/DTPO/CO: Q42439525
Version Number: 20.10



| Data | Code | Description | \$ List | Weight |
|----------------------------------|------|---|---------|--------|
| 1380270 | O | Air Cam Front Drum Brakes 16.5x6 For use with 20,000 lbs to 22,000 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums. | 0 | 0 |
| Rear Axle & Equipment | | | | |
| 1523340 | O | Dana Spicer D46-170 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. | 0 | 0 |
| 1616220 | O | PHP10 Alum LMS Hubs 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals. | 0 | 0 |
| 1631310 | O | Parking Brakes (Axle Package) | 0 | 0 |
| 1680280 | O | Bendix Smart ATC Traction Control | 232 | 2 |
| 1680440 | O | Refuse Service Brakes, All Axles | 0 | 0 |
| 1680450 | O | Rear Brake Camshaft Reinforcement | 66 | 8 |
| 1680470 | O | Lube Pump, Drive Axle(s) | 352 | 35 |
| 1680500 | O | SBM Valve | 222 | 0 |
| 1682770 | O | Anti-Lock Braking System (ABS) 6S4M ABS-6. Includes air braking system. | 263 | 19 |
| 1684200 | S | Synthetic Axle Lubricant All Axles The conventional model product line includes Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life. | 0 | 0 |
| 1687010 | O | Air Cam Rear Drum Brakes 16.5x7 Inc automatic slack adjusters & outboard mounted brake drums. | 0 | 0 |
| 1705250 | O | Ratio 5.25 Rear Axle | 0 | 0 |
| 1824240 | O | Hendrickson Haulmax HMX460 46,000 lb, 54in AS 60K Creep Rating | 747 | -15 |

Engine & Engine Equipment

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

| | | | | |
|-----------------|-----------------------|-----------------|-----------------|-----------|
| Printed: | 8/31/2009 12:25:21 PM | Complete | Model Number: | Model 320 |
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| Prepared by: | Stu Fox | | Version Number: | 20.10 |



| Data | Code | Description | \$ List | Weight |
|---------|------|--|---------|--------|
| 2057317 | O | ISM320V 320/2100 320@1500 1150@1200 Includes alum flywheel housing. Chevron Delo LE SAE 15W40 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. (Belly pan standard on Model 320.) N20300 P029 No....Idle Shutdown Enable N20320 P015 Yes...Engine Protection Shutdown N20380 P001 63....Max Speed in Top Gear N20400 P059 63....Maximum Cruise Speed N20440 P030 5.....Idle Shutdown Timer | -1,890 | 0 |
| 2140220 | O | CARB Engine Idling Compliance DECLINED By Dealer/Customer | 0 | 0 |
| 2513760 | O | PACCAR 130 Amp Alternator, Brushless w/Voltage Regulator. Remote Sense is not available or needed with the PACCAR Alternator. At low engine RPM, the PACCAR Alternator puts out 80 amps verses 60 amps on other alternators. 12 Volt system with circuit protection for reliable easy maintenance & service. Weather pack silicone sealed electrical chassis connectors enhance value, durability, reliability. Wires numbered every 4" or less. | 0 | 0 |
| 2521090 | O | Immersion Type Pre-Heater 110-120V Phillips | 76 | 2 |
| 2522050 | O | PACCAR 12V Starter | 0 | 0 |
| 2538040 | S | 3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance. | 0 | 0 |
| 2539090 | O | The Big Switch Battery Disconnect Switch mounted on back of battery box | 134 | 4 |
| 2723210 | O | 18.7 CFM Air Compressor Furnished on engine. Teflon lined stainless steel braided compressor discharge line. | 0 | 0 |
| 2922780 | O | Spin-On Fuel Filter Frame Mounted Heated (Includes fuel water separator on Models 330, 335, and 340.) | 147 | 0 |
| 3010400 | O | Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature. | 13 | 0 |
| 3114270 | S | High Efficiency Cooling System Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. | 0 | 0 |
| 3120410 | O | FEPTO Style Grill | 0 | 0 |
| 3120450 | S | Wing Nut Style Mounted Grille | 0 | 0 |
| 3221150 | S | Donaldson 16in FVG Air Cleaner Horizontal Mounted ISM/CG (FVG16-0619) Dual Element/Dual Stage. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake. | 0 | 0 |

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| | | | | |
|-----------------|-----------------------|-----------------|-----------------|-----------|
| Printed: | 8/31/2009 12:25:21 PM | Complete | Model Number: | Model 320 |
| Effective Date: | Jul 1, 2009 | | Quote/DTPO/CO: | Q42439525 |
| Prepared by: | Stu Fox | | Version Number: | 20.10 |



| Data | Code | Description | \$ List | Weight |
|---------|------|--|---------|--------|
| 3281750 | O | Donaldson Pre-Cleaner ECG | 146 | 13 |
| 3366950 | S | Exhaust - Center of Chassis Tail Pipe (DPF Transverse Mount) | 0 | 0 |
| 3381770 | O | Curved Tip Standpipe(s) | 85 | 0 |
| 3387830 | O | 48in Ht, 7in Dia Chrome Plate Stl Standpipe(s) | 123 | 8 |

Transmission & Clutch

| | | | | |
|---------|---|--|--------|-----|
| 4052090 | O | Allison 4500 RDS-P Rugged Duty Service Includes Rear Transmission Support, TranSynd Transmission Fluid, and Water Oil Heat Exchange. Also includes new features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) | 22,177 | 359 |
| 4210200 | O | 1760 HD Driveline With Single Midship Bearing | 788 | 19 |
| 4252150 | O | Lever Type Shift Allison RDS/EVS/HS in place of standard keypad shift. | 170 | 0 |
| 4256730 | O | Allison 5-Speed Configuration - Wide Ratio Gears Allison 4500 Trans only | 0 | 0 |
| 4256940 | O | Allison Load Based Shift Schedule (LBSS) | 0 | 0 |

Air & Trailer Equipment

| | | | | |
|---------|---|--|-----|----|
| 4510790 | O | Bendix AD-IP EP Air Dryer with Heater Extended Purge (for use with higher consumption applications). Includes Single-Bolt Dessicant Cartridge and wet Air Tank. | 626 | 0 |
| 4520120 | O | Bendix DV2 Moisture Ejector on Wet Tank | 46 | 4 |
| 4520420 | O | Berg Pull Cord Drain Valve(s) - All Air Tanks | 7 | 0 |
| 4540220 | O | Wire Braid Brake Hose - Rear | 41 | 15 |
| 4540420 | S | Nylon Chassis Hose | 0 | 0 |
| 4541600 | O | Wire Braid Brake Hose - Front | 11 | 4 |
| 4543320 | S | Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed. | 0 | 0 |
| 4612160 | O | Body Connections w/Junction Boxes Located at EOF Inside Left Hand Rail | 377 | 0 |

Tires & Wheels

| | | | | |
|---------|---|---------------------------------------|-----|----|
| 5067280 | O | FF: BR 18ply 385/65R22.5 M844F | 320 | 22 |
|---------|---|---------------------------------------|-----|----|

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| | | | | |
|-----------------|-----------------------|-----------------|-----------------|-----------|
| Printed: | 8/31/2009 12:25:21 PM | Complete | Model Number: | Model 320 |
| Effective Date: | Jul 1, 2009 | | Quote/DTPO/CO: | Q42439525 |
| Prepared by: | Stu Fox | | Version Number: | 20.10 |



| Data | Code | Description | \$ List | Weight |
|---------|------|--|---------|--------|
| 5167180 | O | RR: BR 16ply 11R22.5 M711 | 568 | 112 |
| 5190008 | O | Code-rear Tire Qty 08 | 0 | 0 |
| 5221540 | O | FF: Alcoa 823650 Plt 22.5x12.25 Alm Whl Pilot Mount. 11,400 lb. load rating per wheel. | 546 | -74 |
| 5321750 | O | RR: Peterbilt 886677 Plt 22.5x8.25 Alm Whl | 2,232 | -168 |
| 5390008 | O | Code-rear Rim Qty 08 | 0 | 0 |

Fuel Tanks

| | | | | |
|---------|---|--|-----|----|
| 5552190 | O | 26in Aluminum 100 Gallon Fuel Tank RH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks. | 113 | 17 |
| 5603100 | O | Location RH BOC 100 Gallon | 0 | 0 |
| 5650490 | O | Fuel Cooler Required with single fuel tank. | 170 | 15 |

Battery Box & Bumper

| | | | | |
|---------|---|---|---|---|
| 6021500 | O | Steel Space Saver Battery Box LH Back Of Cab | 0 | 0 |
| 6122810 | O | Steel Bumper Swept Back Painted Requires bumper extension. Includes two front tow eyes with pins. | 0 | 4 |

Cab & Equipment

| | | | | |
|---------|---|--|-----|----|
| 6501000 | S | 53in LCF Cab LH Drive Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 53 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, engine tunnel mounted control console, removable instrument panel with speedometer message center, engine oil pressure gauge, cigar lighter and ashtray, two inside sunvisors, 17in black steering wheel, view window in RH door, 18in step height on each side, extended metal step with additional grab handle LH/RH, and Front Directionals and Side Mounted Turn Signals. | 0 | 0 |
| 6810820 | O | Rubber Fenders 4.5 inch on Cab Fender (overlaps 4.5in wheel well fenders) | 65 | 11 |
| 6914130 | O | Sears C2 Driver Seat | 300 | 0 |
| 6921720 | S | Peterbilt Passenger Seat | 0 | 0 |
| 6930500 | O | Arm Rest RH Only Driver Seat | 34 | 2 |
| 6939400 | O | Air Ride Driver | 296 | 15 |
| 6939430 | O | Mid Back Driver | 7 | 50 |
| 6939460 | O | Fabric Driver | 34 | 0 |
| 6939510 | O | Non-Air Ride Passenger | 0 | 0 |

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| | | | | |
|-----------------|-----------------------|-----------------|-----------------|-----------|
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| Data | Code | Description | \$ List | Weight |
|---------|------|---|---------|--------|
| 6939540 | O | Low Back Passenger | 0 | 0 |
| 6939570 | O | Vinyl Passenger | 0 | 0 |
| 7000000 | O | Gray Interior Color Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. | 0 | 0 |
| 7000650 | O | Scuff Pad on Doghouse Cover | 7 | 0 |
| 7040020 | O | Diamond Plate Floor Covering on Driver side floor in place of Rubber Mat. | 24 | 6 |
| 7040190 | O | Door Pads Padded Vinyl with Carpet Inserts | 110 | 6 |
| 7220130 | S | Rear Window Back of Cab Standard Tint 18.5in X 54in | 0 | 0 |
| 7322010 | O | Combo Fresh Air Heater/Air Conditioner with radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses. | 1,192 | 4 |
| 7330010 | O | (1) Aux Defrost Fan in Cab | 74 | 2 |
| 7560100 | O | SSTL Mirrors Ea Side Heated and Motorized with Switch on Door | 737 | 2 |
| 7560850 | O | (2) Convex 8 Inch SS Mirror Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. | 58 | 2 |
| 7610470 | S | (1) Air Horn 24.5in Chrome - Round w/Horn Shield | 0 | 0 |
| 7725380 | O | ConcertClass Audio System with CD | 513 | 2 |
| 7851480 | S | Peterbilt Electric Windshield Wipers with Intermittent Feature | 0 | 0 |
| 7851540 | O | Wheel Well Fenders 4-1/2 inch | 133 | 11 |
| 7900090 | O | Triangle Reflector Kit Shipped Loose | 20 | 13 |
| 7901140 | O | Backup Alarm (87-112dB) Self Adjusting | 115 | 6 |
| 8011120 | O | Oil Temp Gauge Trans - Main Allison Transmission | 0 | 0 |
| 8021310 | O | Air Restriction Gauge Filterminder Mounted on inside of air cleaner bracket. | 148 | 0 |
| 8031120 | O | Warning Light Battery Disconnect Switch Engaged (Marker Light) external mounted. | 28 | 0 |
| 8071520 | O | (2) Additional Electric Rocker Switches | 31 | 0 |
| 8110800 | S | Headlights Dual Rect Halogen | 0 | 0 |
| 8120570 | O | (5) LED Clearance with (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door. | 137 | 0 |
| 8132180 | O | Loadlights (2) Bracket Mounted Includes dash mounted switch with indicator light. | 161 | 4 |
| 8133470 | O | Switch and Wiring for F/O Beacon/Strobe with 10ft coiled wire BOC/BOS at rear sill. | 62 | 0 |

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| Data | Code | Description | \$ List | Weight |
|----------------------|------|--|---------|--------|
| 8133900 | S | Omit Stop/Tail/Backup Lights Available with Full Truck only. Not available with Tractor. | 0 | 0 |
| 8133960 | O | Daytime Running Lights (Required on Canadian units) | 76 | 0 |
| 8140520 | O | Kysor Solid State Flasher HD | 37 | 0 |
| Paint | | | | |
| 8500690 | O | Paint Color Selection within Paint Deck | -200 | 0 |
| 8530340 | S | Dupont Single Stage Non-Metallic Cab/Hood (Solid Color Paint) N85020 1 - N0006EA WHITE N85200 FRAME N0001EA BLACK N85300 WHEEL ALUM | 0 | 0 |
| Miscellaneous | | | | |
| 9409960 | O | Presentation Created Using Featured Spec for model | 0 | 0 |

| | |
|---|-----------|
| Total Adjusted Price (W/O Freight & Warranty) | \$172,973 |
| Freight Charge | \$2,400 |
| Options Not Subject to Discount | \$0 |
| Total Weight | 17962# |

Prices and Specifications Subject to Change Without Notice.

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| | | | | |
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Solid Waste Systems,
 718 Griffin Ave #248
 Enumclaw, Wa 98022
 360-897-6581 Fax: 509-533-1050
 1-800-892-7831

QUOTE

Quote #: DMBCQ1609
 Date: 08/31/09
 Sales Rep: Dave Crossley
 Customer No:

Quote To:
 Western Peterbilt
 Stu Fox
 3801 Airport Way South
 Seattle WA 98108
 800-255-7383 Fax: 206-340-0416

Ship To:
 Western Peterbilt
 Stu Fox
 3801 Airport Way South
 Seattle WA 98108
 800-255-7383

FOB: Destination
 Ship Via: BESTWAY
 Est. Ship Date: 30 Days Rcpt of Chassis
 Terms: Net 30

We are pleased to propose the following for your consideration

| Qty | Description | Unit Price | Ext. Price |
|-----|---|--------------------|--------------------|
| | End User: City of Sedro-Woolley | | |
| 1 | AA24-200 Chain Includes:22' Usable Rail Length, 60,000 lb Capacity, Dual Planetary Gear Drive, 200 ASA Chain, 4"x10"x.250 Tubing Hoist Rails, I-Beam Center Rail with Hook Carriage-3" Rollers Hydraulic Lift Cylinders, Bi-Rotational Hydraulic Pump, Air Shift PTO, 10 Ga. Full Rear Fenders, 30-Gallon Hydraulic Tank-Side Site Gauge, Spring Loaded Container Locks, 4-Stop/Turn/Tail Lights - 2 Backup Lights/Alarm, Clearance Lights, Lockable Tool Box, ICC Rear Crash Bar | \$42,792.00 | \$42,792.00 |
| 1 | Air Over Hydraulic Control | | |
| 1 | Front Mount Pump | | |
| 1 | LED Lights | | |
| 1 | Wet Line | | |
| 1 | Automatic Tarper | | |
| 1 | Freight to WP Seattle | | |
| 1 | B&O Tax | \$213.96 | \$213.96 |
| | | Order Total | \$43,005.96 |

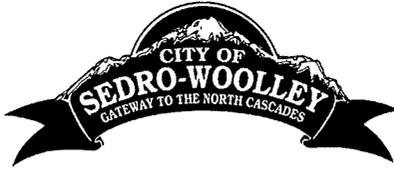
PRICES SUBJECT TO CHANGE DUE TO CHANGING STEEL PRICES - SALES TAX NOT INCLUDED - THANK YOU!

By: _____ Accepted _____ Date _____

QUOTE VALID FOR 30 DAYS

PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

NEW
BUSINESS



CITY COUNCIL AGENDA
REGULAR MEETING

SEP 09 2009

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

Planning Department
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

MEMO:

To: City Council
Mayor Anderson

From: Jack Moore 
Planning Director & Building Official

Date: September 9, 2009

Subject: Building, Planning & Engineering Fee Schedule

ISSUE

Should the City Council establish a Fee Schedule that contains development review fees including revised planning review fees?

PROJECT DESCRIPTION / HISTORY

1. These amendments are part of the ongoing effort to update the City's procedures to increase efficiency and predictability in our development review process.

By removing references to fee amounts within the body of the Municipal Code and instead listing them in one Schedule, it will aid applicants by making it easier to estimate the cost of applying and obtaining permits.

Also, the Washington State Auditor's Office has recommended to the City that all fees assessed for building, planning and engineering services be properly established by Council.

2. The City previously contracted with planning consultant Jim Hanson to assist in researching and developing the revised planning fees. The goal was to ensure that applicants were paying the cost of review and not being subsidized by the City's residents. The attached fee schedule contains Mr. Hanson's recommendations after researching other jurisdictions and calculating true estimates of time that staff expends for each type of project.

Exhibit A: Resolution adopting *Building, Planning & Engineering Fee Schedule*

The proposed fee changes are underlined and the existing/previous fees are in [brackets].

Exhibit B: Ordinance amending and repealing sections of the Municipal Code

RECOMMENDED ACTIONS

1. Make a motion to approve Resolution ___ to adopt the attached Building, Planning & Engineering Fee Schedule.

2. Make a motion to approve Ordinance ___ to amend or repeal certain sections of the Sedro-Woolley Municipal Code

Exhibit A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,
ADOPTING A BUILDING, PLANNING & ENGINEERING FEE SCHEDULE

WHEREAS, the City Council desires to make its fees more clear and easier to track and modify in the future; and

WHEREAS, the Washington State Auditor's Office has recommended to the City that all fees assessed for these services be properly established by Council action and that the Council action be auditable; now therefore,

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

Section 1. Fees for building, planning & engineering services performed by the City will be as set forth in the attached Building, Planning & Engineering Fee Schedule.

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

Section 3. The provisions of this resolution are declared to be severable, and if any section, sentence, clause or phrase of this resolution 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 resolution.

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.

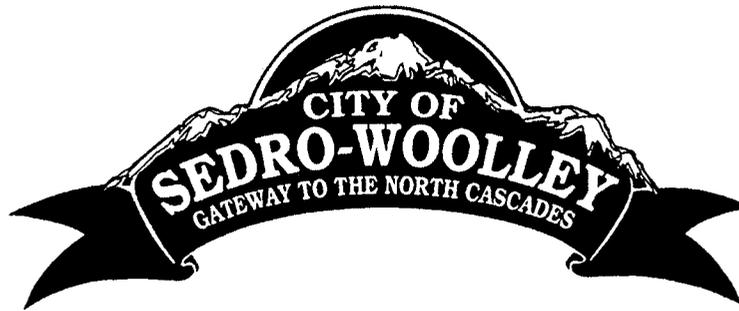
MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CITY OF SEDRO-WOOLLEY BUILDING, PLANNING & ENGINEERING FEE SCHEDULE

The fees described below are the minimum fees specific to the identified activities. Other fees may apply and will be added to the minimum fee. Plan Review and Application Fees are due at time of application. All fees must be paid before Permit Issuance or City Action.

SECTION 1. BUILDING PERMIT FEES

To calculate building permit fees, valuation is established by using the current building valuation data published in the Building Safety Magazine by the International Code Council (ICC). Permit fees are then calculated from the City of Sedro-Woolley BPE Fee Schedule Table 1. Valuation information for structures/improvements not designated by ICC is as shown in this schedule. The plan check fees for projects reviewed by the City of Sedro-Woolley shall be 65 percent of the building permit fee.

TABLE 1—BUILDING PERMIT FEES

| TOTAL VALUATION | FEE |
|--------------------------------|--|
| \$501.00 to \$2,000.00 | \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00 |
| \$1.00 to \$500.00 | \$23.50 |
| \$2,001.00 to \$25,000.00 | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00 |
| \$25,001.00 to \$50,000.00 | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00 |
| \$50,001.00 to \$100,000.00 | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00 |
| \$100,001.00 to \$500,000.00 | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00 |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof |

| Structure or Improvement | Valuation |
|---|--|
| Uninsulated, Unheated Basement | 50% of finished space [\$19.49] |
| Non-engineered Wood Frame pole building | \$23.57 per Square foot |
| Open Carport | \$16.10 per Square foot |
| Foundations | \$35.00 per linear foot |
| Fences greater than 6' in height | \$12.84 per linear foot |
| Decks | \$12.84 per Square foot |
| Post Frame Building | \$16.10 per Square foot |
| Commercial Signs | \$100.00 Surface mounted \$200.00 Monument \$300.00 Pole-mounted |

| Other Building Related Fees | |
|---|--|
| Plans Examination Review Fee | 65% of assessed building permit fee |
| Inspections outside of normal business hours, if granted | \$50.00/hour plus administrative overhead 2 hour minimum ¹ |
| Inspections for which no fee is specifically indicated | \$50.00 per hour ¹ ½ hour minimum |
| Re-inspection fees (due prior to second re-inspection of written correction notice) | \$50.00/hour plus administrative costs 1 hour minimum ¹ |
| Additional plan review fee or inspection required by changes, additions, or revisions to plans | \$50.00/hour 1/2 hour minimum |
| For use of outside consultants for plan checking, inspections, environmental, stormwater, landscape and other related reviews | \$50.00/hour administrative costs plus the resulting consultant fees |
| Demolition Permits | \$50.00 Application Fee \$50.00 SFR Demolition Permit Fee \$75.00 Commercial Demolition Permit Fee |
| Temporary Certificate of Occupancy | \$250.00 |
| Renewal of Building Permits | 50% of the cost of a current permit. If plans have been modified from the original permit approvals, the applicant shall pay additional plan review fees of \$50.00/hour. Expired non-commercial projects requiring only a final inspections shall pay a minimum fee of \$100.00 |
| Address Sign | \$15.00 |
| Change of Use permit | \$100.00 |
| Building Decision Appeal | \$300.00 Plus \$50.00/hour for staff time plus resulting consultant fees plus resulting attorney fees. |
| Washington State Building Code Council Fee | \$4.50 per building permit |

¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Manufactured Homes

| | |
|-------------------|---|
| Manufactured Home | \$500.00 [\$500 outside parks/ \$250 inside parks] |
| Modular Homes | \$750.00 plus foundation and/or basement permit fee [\$500] |

Mechanical Permits

Permit Administration

| | |
|---|----------------------|
| 1. For the issuance of each mechanical permit | \$25.00 [\$23.50] |
|---|----------------------|

Unit Fees

1. Furnaces

| | |
|---|----------------------|
| For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 Btu/h (29.3 kW) | \$20.00 [\$14.80] |
| For the installation or relocation of each floor furnace, including vent | \$14.80 |
| For the installation or relocation of each suspended beater, recessed wail heater or floor-mounted unit heater | \$14.80 |

2. Appliance Vents

| | |
|--|---------|
| For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit | \$ 7.25 |
|--|---------|

3. Repairs or Additions

| | |
|---|---------|
| For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code | \$13.70 |
|---|---------|

4. Boilers, Compressors and Absorption Systems

| | |
|--|---------|
| For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW) | \$14.70 |
| For the installation or relocation of each boiler or compressor over three horsepower (10.6kw) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6kw) | \$27.15 |
| For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW) | \$37.25 |
| For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW) | \$55.45 |
| For the installation or relocation of each boiler or compressor over 50 horsepower (176kw), or each absorption system over 1,750,000 Bin/h (512.9 kW) | \$92.65 |

| | |
|--|------------------|
| 5. Air Handlers | |
| For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code. | \$10.65 |
| For each air-handling unit over 10,000 cfm (4719 L/s) | \$18.10 |
| 6. Evaporative Coolers. | |
| For each evaporative cooler other than portable type | \$10.65 |
| 7. Ventilation and Exhaust | |
| For each ventilation fan connected to a single duct | \$ 7.25 |
| For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit | \$10.65 |
| For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood | \$10.65 |
| 8. Incinerators | |
| For the installation or relocation of each domestic-type incinerator | \$18.20 |
| For the installation or relocation of each commercial or industrial-type incinerator | \$14.50 |
| 9. Miscellaneous | |
| For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table | \$10.65 |
| 10. Range hoods | |
| Residential | \$9.50 |
| Commercial –plan review | \$50.00 |
| --inspection | \$50.00 |
| (does not include Fire Supression) | [none specified] |
| 11. Wood/gas stove or insert | \$20.00 |
| Other Inspections and Fees: | |
| 1. Inspections outside of normal business hours, per hour (minimum charge—two hours) | \$50.00* |
| 2. Reinspection fees assessed under provisions of Section 116.6, per inspection | \$50.00* |
| 3. Inspections for which no fee is specifically indicated, per hour (minimum charge—one-half hour) | \$50.00* |
| 4. Additional plan review required by changes, additions or revisions to plans or top for which an initial review has been completed (minimum charge—one-half hour) | \$50.00* |
| *Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. | |

Plumbing Permits

Permit Administration

| | |
|----------------------------|-------------------|
| 1. For issuing each permit | \$25.00 [\$20.00] |
|----------------------------|-------------------|

Unit Fee Schedule

| | |
|---|--------------------|
| 1. For each plumbing fixture on one trap or a set of fixtures on one trap | \$ 10.00 [\$7.00] |
| 2. For each building side sewer or manufactured home side sewer | \$15.00 |
| 3. Rainwater systems - per drain (inside building) | \$ 7.00 |
| 4. For each water heater and/or vent | \$ 7.00 |
| 5. For each gas-piping system of one to five outlets | \$ 5.00 |
| 6. For each additional gas piping system outlet, per outlet | \$ 2.00 [\$1.00] |
| 7. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps | \$ 7.00 |
| 8. For each installation, alteration or repair of water piping and/or water treating equipment, each | \$ 7.00 |
| 9. For each repair or alteration of drainage or vent piping, each fixture | \$ 7.00 |
| 10. For each lawn sprinkler system on any one meter including backflow protection devices | \$ 7.00 |
| 11. For atmospheric-type vacuum breakers not included in item 12: 1 to 5 over 5, each | \$ 5.00 \$ 1.00 |
| 12. For each backflow protective device other than atmospheric type vacuum breakers: 2 inch (51 mm) diameter and smaller over 2 inch (51 mm) diameter | \$ 7.00 \$15.00 |
| 13. For initial installation and testing for a reclaimed water system | \$30.00* |
| 14. For each annual cross-connection testing of a reclaimed water system (excluding initial test) | \$30.00* |
| 15. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas | \$50.00 |
| 16. For each additional medical gas inlet(s)/outlet(s) | \$ 5.00 |

Other Inspections and Fees

| | |
|--|--------------------|
| 1. Inspections outside of normal business hours | \$50.00*[\$30.00] |
| 2. Reinspection fee | \$50.00 [\$30.00] |
| 3. Inspections for which no fee is specifically indicated | \$50.00* [\$30.00] |
| 4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge — one-half hour) | \$50.00* [\$30.00] |

*Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved.

SECTION 2. PLANNING PERMIT FEES

| Planning | |
|--|---|
| Pre-Application Meeting Fee | <u>\$60.00</u> Planning Review [\$15.00 Application Fee \$50.00 Planning Review Fee] \$60.00 Engineering Review |
| Comprehensive Plan Amendment | <u>\$500.00</u> [\$200.00] For projects that require more than 10 hours of staff time, the applicant will be billed at \$50.00/hour plus any consultant fees. |
| Zoning Ordinance Amendment | <u>\$300.00</u> [\$200.00] |
| Rezone | See Comprehensive Plan Amendment [\$500.00] |
| Long Plat | <u>\$2,000.00 plus \$50/lot</u> [450.00 plus \$35 per lot. For projects that require more than 10 hours of staff time, the applicant will be billed at \$50.00/hour plus any consultant fees.] |
| Short Plat | <u>\$1,000.00</u> [300.00 plus \$35 per lot. \$50 final approval. For projects that require more than 10 hours of staff time, the applicant will be billed at \$50.00/hour plus any consultant fees.] |
| Conditional Use Permit (does not include Hearing Examiner Fees) | \$300.00 Residential [\$225.00 Dependant Residential Cottage] \$500.00 Commercial |
| Zoning Waiver | \$200.00 |
| Zoning Variance | <u>\$400.00</u> [\$200.00] |
| Home Occupation Permit | \$25.00 |
| Boundary Line adjustment | <u>\$150.00</u> [\$15.00 Application Fee \$50.00 Planning Review Fee \$60.00 Engineering Review Fee For projects that require more than five (5) hours of staff time, the applicant will be billed at \$50.00/hour plus any resultant consultant fees.] |
| Binding Site Plan | <u>\$2,000.00 plus \$50/lot</u> [\$400.00 plus \$150/lot] |
| Design Review | \$15.00 |
| Annexation | <u>\$750.00</u> [\$400.00] |
| Planning Decision Appeal | \$200.00 by Permit Application. \$100.00 by non-permit applicant residing greater than 500 ft from the project. \$30.00 by non-permit applicant residing less than 500 ft from the project Plus all resultant consultant fees and/or attorney fees |
| Planning Review for activities not listed specifically above. | \$50.00/hour [plus administrative overhead] |

| | |
|--|---|
| Hearing Examiner Fees | Type II Procedures- \$500 [\$800.00] Type III Procedures- \$1,000 [\$1,500.00] |
| Public Notification- Legal Notice in newspaper | Actual cost |
| Public Notification- Postage | Actual cost |

| Environmental Fees | |
|--|--|
| Critical Areas Review Fee | \$10.00 Checklist review and site visit, if req. for building permits \$20.00 checklist review and site visit, if req. for projects requiring land disturbance, plats, and boundary line adjustments \$380.00 Request and review applicant submitted reports [\$400.00] |
| Shoreline Permit | \$200.00 |
| Shoreline Conditional Use/Variance | \$250.00 |
| Floodplain Permit | \$60.00 |
| For use of outside consultants for specialty plan checking and inspections | \$50.00/hour administrative fee plus the resulting consultant fees |
| SEPA- State Environmental Policy Act Checklist Review | \$150.00 (up to 10,000 sq. ft. disturbed area) \$300.00 [\$200.00] (10,000-50,000 sq. ft. disturbed area) \$500.00 [\$250.00] (50,000 sq. ft. and over disturbed area) |
| SEPA- Site Visit | \$100.00 |
| Environmental Impact Statement (E.I.S.) Review | \$500.00 (included 10 hours of staff time) For projects that require more than 20 hours of staff time, applicant will be billed at \$50.00/hour plus consultant fees |
| SEPA E.I.S. Appeal | \$1000 plus consultant fees and attorney fees. |

SECTION 3. ENGINEERING PERMIT FEES

| ENGINEERING DEPARTMENT FEES | |
|--|------------|
| Review/Permits | Fee |
| Curb and/or Sidewalk Installation review | \$150.00 |
| Parking Lot Paving review | \$150.00 |
| Street Improvement Review | \$200.00 |
| Storm sewer installation/Improvement review | \$250.00 |
| Storm water retention/detention review | \$200.00 |
| Sanitary sewer installation/improvement review | \$150.00 |
| Water main and fire protection/hydrant system review | \$150.00 |
| Illumination (street light) review | \$150.00 |
| Traffic Signal Permit review | \$300.00 |

| Access Permit | \$90.00 |
|--|---|
| Driveway Curb Cut | \$20.00 |
| TESC Review | \$150.00 |
| Misc. Engineering Department Fees | |
| Street Vacation | \$200.00 |
| Right-of-Way Permit | \$25.00 plus \$25.00 per private utility |
| Engineering review for activities not listed specifically above. | \$150.00 |
| ENGINEERING DEPARTMENT INSPECTION FEES | |
| Inspection Type | Fee |
| Street Improvements | \$1.75/lf |
| Curb and/or Sidewalk | \$1.00/lf |
| Curb Cuts | \$80.00 |
| Parking Lot Paving Permit | \$0.05/sq. yd. |
| Storm sewer installation/Improvement | \$1.50/lf |
| Storm water retention/detention | \$200.00 each |
| Sanitary sewer installation/improvement | \$1.75/lf |
| Sewer lateral | \$30.00 each |
| Side Sewer Inspection | \$36.00 per side sewer |
| Water main and fire protection system | \$60.00 each |
| Illumination (street light) | \$100.00 each |
| Traffic Signal | \$250.00 each signal |
| Private Utility (e.g. power, gas, phone, etc.) | \$100.00 per private utility |
| TESC | \$250/acre |
| For all inspection not specifically listed above | \$60.00/hour plus administrative overhead 1 hour minimum |
| Re-inspection fee | \$60.00/hour plus administrative overhead 1 hour minimum |

| Grading Plan Review Fees | |
|---|---|
| (U.B.C Table A-33A) | |
| 50 cubic yards (38.2m ²) | No fee |
| 51 to 100 cubic yards (40m ³ to 76.5m ³) | \$23.50 |
| 101 TO 1,000 cubic yards (77.2m ³ to 764.6m ³) | \$37.00 |
| 1,001 to 10,000 cubic yards (765.3m ³ to 7645.5m ³) | \$49.25 |
| 10,001 to 100,000 (97646.3m ³ to 76,455m ³) | \$49.25 for the first 10,000 cubic yards plus \$24.50 for each additional 10,000 yards or fraction thereof. |
| 100,001 to 200,000 (76,456m ³ to 152,911m ³) | \$269.75 for the first 100,000 cubic yards plus \$13.25 for each additional 10,000 yards or fraction thereof. |
| 200,001 cubic yards or more (152.912m ³) | \$402.25 for the first 200,000 cubic yards plus \$7.25 for each additional 10,000 yards or fraction thereof. |
| Additional plan review required by changes, additions or revisions to approved plans | \$60/hour minimum one-half hour |

Grading Permit Fees

**The fee for a grading and clearing permit authorizing additional work under a valid permit shall be the difference between the fees paid for the original permit and the fee shown for the entire project
(U.B.C Table A-33A)**

| | |
|---|---|
| 50 cubic yards (38.2m ²) | \$23.50 |
| 51 to 100 cubic yards (40m ³ to 76.5m ³) | \$37.00 |
| 101 TO 1,000 cubic yards (77.2m ³ to 764.6m ³) | \$37.00 for the first 100 cubic yards plus \$17.50 for each additional 100 yards or fraction thereof. |
| 1,001 to 10,000 cubic yards (765.3m ³ to 7645.5m ³) | \$194.50 for the first 1,000 cubic yards plus \$14.50 for each additional 1,000 yards or fraction thereof. |
| 10,001 to 100,000 (97646.3m ³ to 76,455m ³) | \$325.00 for the first 10,000 cubic yards plus \$66.00 for each additional 10,000 yards or fraction thereof. |
| 100,001 or more (76,456m ³) | \$919.00 for the first 100,000 cubic yards plus \$36.50 for each additional 10,000 yards or fraction thereof. |
| Inspection fees outside of normal business hours | \$60/hour plus consultant fees. |

IMPACT FEES & GENERAL FACILITY CHARGES

SINGLE-FAMILY RESIDENTIAL

| | |
|---|---|
| Fire Impact Fee | \$0.19 per square foot |
| Fire Impact Fee (Commercial) | \$0.20 per square foot |
| Park Impact Fee | \$1,500.00 |
| Street Impact Fee | See Fee Schedule Appendix A |
| School Impact Fee | \$5,239.00 |
| School Administration Fee | \$35.00 |
| Sewer General Facility Charge (Residential) | \$8,926 |
| Sewer General Facility Charge (Non-residential) | \$408 per EFU-See Fee Schedule Appendix B |
| Sewer Inspection Fee | \$36.00 |

MULTI-FAMILY RESIDENTIAL (4 OR MORE UNITS)

| | |
|---|---|
| Fire Impact Fee | \$0.19 per square foot |
| Fire Impact Fee (Commercial) | \$0.20 per square foot |
| Park Impact Fee | \$1500.00 |
| Street Impact Fee | See Fee Schedule Appendix A |
| School Impact Fee | \$5,254.00 |
| School Administration Fee | \$35.00 |
| General Facility Charge (Residential) | \$8,926 |
| Sewer General Facility Charge (Non-residential) | \$408 per EFU-See Fee Schedule Appendix B |
| Sewer Inspection Fee | \$36.00 |

OTHER

| | |
|--|---|
| McGarigle Road Improvement Fee (Sauk Mt. Development Only) | \$1,500.00 per dwelling unit |
| N. Reed St. Utility Connection Fee (Residential) | \$1,152 |
| N. Reed St. Utility Connection Fee (Non-residential) | \$1,152 per ERU |
| Cook Rd./Trail Rd. (Residential) | \$3,426 |
| Cook Rd./Trail Rd. (Non-residential) | \$3,426 per ERU |
| Police Mitigation Fee (SEPA MDNS Only) | \$202.96(if not stated otherwise) |
| Street Impact Fee (Commercial) | Refer to TIF (1.3) Table in Engineering. Contact Engineering Dept. for assistance in calculating fees. |
| Impact Fee Appeal | \$300.00 Plus \$50/hour plus consultant fees and attorney fees |
| General Facilities Charge Credit- decommission septic system per 13.16.140 | \$2,855.00 |
| Administrative Fee to process credit | \$30.00 |

Fire Code Fees

| | |
|--|--|
| Administrative fee | \$22.00 |
| Fire Code Operations permit (pursuant to 2003 IFC 105.6) | \$250.00 plus \$50.00/hr plan review fee plus consultant fees. |
| Fire Code Construction Permit (pursuant to 2003 IFC 105.7) | \$250.00 plus \$50.00/hr plan review fee plus consultant fees. |
| Fire suppression-building sprinklers | \$300.00 plus consultant review fees |
| Fire suppression-tenant space sprinklers | \$100.00 plus consultant review fees |
| Fire suppression-commercial hood sprinklers | \$77.00 plus consultant review fees |
| Fire alarm system when required | \$97.00 plus consultant review fees |
| Temporary Occupation/use Permit | \$250.00 |
| Fire Code Violation Investigation Fee | \$50.00/hr minimum 1 hour |
| Fire Code Violation Fine | \$50.00 - \$200.00 per violation per day |
| Fire Code Compliance Review Fee and Report | \$100.00 plus consultant fees |
| Fire Investigation Fee | \$50.00/hr plus consultant fees. |
| Underground fuel tank installation or removal | \$100 |
| Compressed gas | \$50.00 |
| Install LP fuel tank | \$35.00 |

Enforcement Fees

| | |
|--|---|
| Work without a permit investigation fee | \$50.00/hour plus consultant fees plus attorney fees plus applicable fines. |
| Permit violation investigation fee | \$50.00/hour plus consultant fees plus attorney fees plus applicable fines. |
| Permit compliance monitoring fee (for permits that require temporary monitoring) | \$50.00/hour plus consultant fees |
| Building Permit Violation Fine | Add 100% of the building fee |
| Planning/Zoning Violation Fine | Add 100% of resulting planning fees |
| Legal action | \$50.00/hour administrative fee plus attorney fees and consultant fees. |

Computer Mapping Services

| | |
|--|---|
| 8½ x 11 | 1-5 copies \$2.50 (20% discount after five copies) |
| 11 x 17 | 1-5 copies \$5.00 (20% discount after five copies) |
| 17 x 22 | 1-5 copies \$10.00 (20% discount after five copies) |
| 22 x 34 | 1-5 copies \$15.00 (20% discount after five copies) |
| 34 x 44 | 1-5 copies \$20.00 (20% discount after five copies) |
| A \$60/hour charge will be applied to all custom map request plus actual cost for maps produced and reproduced by outside sources. | |

Administrative And Misc. Fees

| | |
|------------------------------------|---|
| Copies | \$0.15/single-page \$0.25/double -page Actual cost for multi-media materials such as computer diskettes and CD's. |
| Color Copies | 8.5x11/\$0.50 8.5x14/\$0.75 11x17/\$1.00 |
| Copies of recorded public hearings | Free on City website or \$15.00/disk |

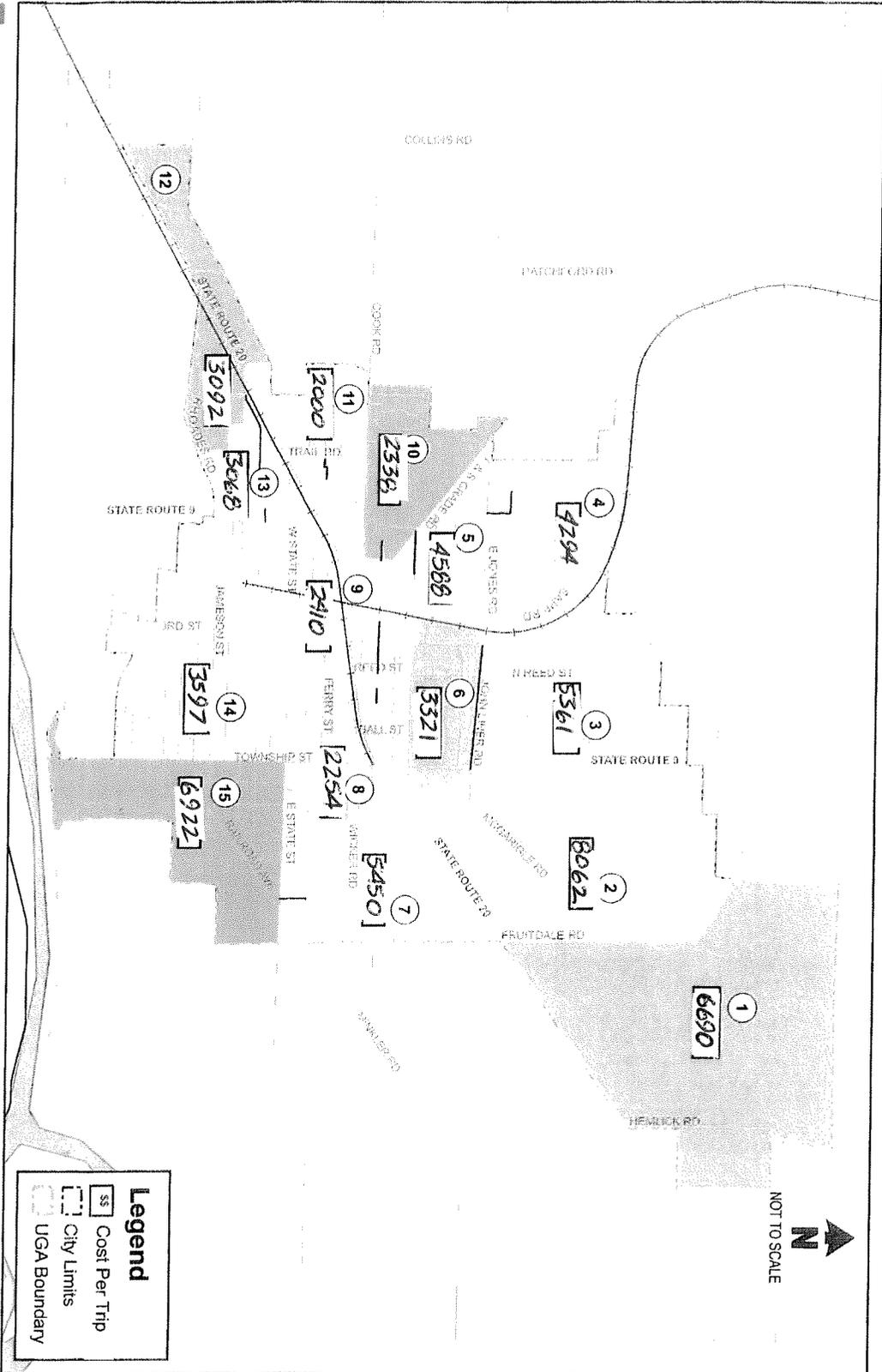
FEE REFUNDS: The Building Official may authorize a refund of fees in accordance with IRC R108.5 and IBC 108.6

Every building permit issued by the City of Sedro-Woolley under the provisions of the Building Code shall expire by limitation and become null and void if the building or work authorized by such permit is not completed per the permitted requirements within two (2) years of the date of issuance.

To renew action on a permit after expiration, the permittee shall pay a renewal fee of one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work. A new permit will be required where expiration has been more than six months. Expired non-commercial projects requiring only a final inspections shall pay a minimum fee of \$100.00

Any permittee holding an unexpired permit may apply for a six-month extension in order to complete the authorized work. The Building Official may grant a 180 day extension of time upon a written request from the permittee showing that circumstances beyond the control of the permittee have prevented the authorized work from being completed. No permit may be extended more than once.

Appendix A- Traffic Impact Fees for Single Family Dwellings



Attachment A
 Impact Fee Cost Per PM Peak Hour Trip by District - Adopted Fees Without the Three SR 20 Improvements
 Sedro Woolley Transportation Impact Fee Ordinance

Appendix B- Equivalent Fixture Units

For calculation of Commercial General Facility Charge

| Kinds of Fixtures | Units |
|---|-------|
| Bathtubs | 2 |
| Bidets | 2 |
| Clothes washers, private | 2 |
| Clothes washers, commercial | 6 |
| Dental units or cuspidors | 1 |
| Drinking fountains | 1 |
| Floor drains | 2 |
| Interceptors for grease, oil, solids, etc. | 3 |
| Interceptors for sand, auto wash, etc. | 6 |
| Laundry tubs | 2 |
| Receptors (floor sinks), indirect waste receptors for refrigerators, coffee urns, water stations, etc. | 1 |
| Receptors, indirect waste receptors for commercial sinks, dishwashers, air-washers, etc. | 3 |
| Showers, single stalls | 2 |
| Showers, gang (per head) | 1 |
| Sinks, and/or dishwashers (residential) (2" min. waste) | 2 |
| Sinks, bar, commercial | 2 |
| Sinks, bar, private | 1 |
| Sinks, commercial or industrial, schools, etc., including dishwashers, wash up sinks and wash fountains | 3 |
| Sinks, flushing rim, clinic | 6 |
| Sinks, service | 3 |
| Sinks, service (3" trap) | 6 |
| Urinals, pedestal, trap arm only | 6 |
| Urinals, stall, separate trap | 2 |
| Urinals, wall-mounted, blowout, integral trap 2" trap arm only | 3 |
| Urinals, wall-mounted, blowout, integral trap 3" trap arm only | 6 |
| Urinals, wall-mounted, washdown or siphon jet, integral trap, trap arm only | 2 |
| Urinals, wall-mounted, washdown, separate trap (2" min. waste) | 2 |
| Wash basins, in sets | 2 |
| Wash basins (lavatories) single | 1 |
| Water closet, private installation | 4 |
| Water closet, public installation | 6 |

Exhibit B

ORDINANCE NO. _____

AN ORDINANCE MODIFYING CHAPTERS OF SWMC TITLES 15, 16 AND 17, AMENDING CERTAIN SECTIONS, REPEALING CERTAIN SECTIONS, AND ADDING NEW SECTIONS TO ADDRESS FEES AND THE APPLICATION OF FEES FOR PLANNING, BUILDING AND ENGINEERING SERVICES AND AUTHORIZING THE CITY COUNCIL TO ADOPT FEES BY RESOLUTION

Whereas, sections of SWMC Titles 15, 16 and 17 indicate specific fees for services relating to the application of those titles in the building, planning and engineering departments, and

Whereas, the building, planning and engineering departments have maintained a separate fee schedule for these services based, in part, on the fees identified in various sections of the SWMC; and

Whereas, the Washington State Auditor's Office has recommended to the City that all fees assessed for these services be properly established by Council action and that the Council action be auditable; and

Whereas, the Council desires to make its fees more clear and easier to track and modify in the future; and

Whereas, the City Council desires to modify certain fees and modify the application of certain fees and other related sections of the SWMC, now therefore,

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

Section 1. Subsection B of Section 15.04.040 is amended to read as follows:

Fees shall be assessed as designated in the current *City of Sedro-Woolley Building, Planning & Engineering Fee Schedule*, as adopted by resolution of the City Council and on file with the City Clerk.

Section 2. Subsection C of Section 15.04.040 is amended to read as follows:

Plan Review Fees. The applicant shall pay the plan review fee at time of submitting a building permit application.

Section 3. Subsection D of Section 15.04.040 is amended to read as follows:

Building Permit Fees. The applicant shall pay the building permit fee prior to the building department issuing the building permit.

Section 4. Subsection E of Section 15.04.040 is amended to read as follows:

A building permit is required before any mobile home can be placed in the city.

Section 5. Subsection F of Section 15.04.040 is amended to read as follows:

Payment of Permit Fees. Upon notification by the city that a permit application has been approved, the applicant shall submit payment to the city for all permit fees for which approval has been received prior to permit application expiration, including plan review fees, within sixty days of the date by which such notification was given. All permit applications shall expire six months from date application was submitted. ~~by limitation on a date sixty days after the date on which the applicant was notified by the city that the permit application had been approved by the city.~~ Notification shall be given by any means reasonably calculated by the city to provide the applicant with notice that the applicant's permit may be issued, and may include notice by telephone, facsimile, or through the U.S. mail. The applicant shall promptly advise the city of any changes that would limit or otherwise hinder the city in contacting the applicant.

Section 6. Subsection G of Section 15.04.040 is repealed.

Section 7. Subsection H of Section 15.04.040 is repealed.

Section 8. Subsection I(2) of Section 15.04.040 is amended to read as follows:

An investigation fee, in addition to the permit fee and plan review fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be assessed as designated in the current *City of Sedro-Woolley Building, Planning & Engineering Fee Schedule*, as adopted by resolution of the City Council and on file with the City Clerk. ~~equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in Table A.~~ The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

Section 9. Exhibits A, B, C, D, E and F of Section 15.04.040 are repealed.

Section 10. Section 17.72.020 is repealed.

Section 11. Section 17.68.020 is repealed.

Section 12. Section 17.52.020 is repealed.

Section 13. Section 17.60.020 is repealed.

Section 14. Section 17.76.020 is repealed.

Section 15. Section 17.64.020 is repealed.

Section 16. Section 17.56.020 is repealed.

Section 17. Section 17.04.060, Fees, is added to read as follows:

The fees for projects regulated by this chapter shall be assessed as designated in the current *City of Sedro-Woolley Building, Planning & Engineering Fee Schedule*, as adopted by resolution of the City Council and on file with the City Clerk.

Section 18. Section 16.04.160, Fees, is added to read as follows:

The fees for projects regulated by this chapter shall be assessed as designated in the current *City of Sedro-Woolley Building, Planning & Engineering Fee Schedule*, as adopted by resolution of the City Council and on file with the City Clerk.

Section 19. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 20. 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:

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS