



Next Ord: 1652-09

Next Res: 818-09

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  
(AMENDED)**

**October 14, 2009**

**7:00 PM**

**Sedro-Woolley Municipal Building  
Council Chambers  
325 Metcalf Street**

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

- a. Minutes from Previous Meeting
  - b. Finance
    - Claim Vouchers #67336 to #67461 in the amount of \$184,574.05
    - Payroll Warrants #46171 in the amount of \$43.52 and #46172 to #46282 in the amount of \$232,497.61
  - c. Contract - Eron Berg
  - d. Contract - Jack Moore
  - e. Contract - Patsy Nelson
  - f. Contract - Prosecutor
  - g. Street Closure Request - Halloween Kiddies Costume Parade - October 31, 2009
  - h. Street Closure Request/Community Center Waiver - "Magic of Christmas" Parade & Breakfast with Santa - December 5<sup>th</sup> & December 12<sup>th</sup>, 2009
  - i. Possible Contract Award - Snow Plows and Sander Box - Northend Truck Equip. Co.
  - j. Interlocal Agreement with Skagit County for Library Services - 2009
4. Proclamation - United Way 2009
  5. Special Recognition - Les Schwab for Flower Basket Watering
  6. Public Comment (Limited to 3-5 minutes)

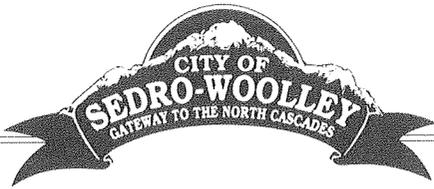
**NEW BUSINESS**

7. Riverfront Park Amphitheatre  
(Draft Ordinance - 1<sup>st</sup> reading)
8. Bid Award - 2009 Fire Engine (materials at meeting)

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

9. Hammer Heritage Square - Rules/Enforcement Issues

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



DATE: October 14, 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 October 14, 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.

OCT 14 2009

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CITY OF SEDRO-WOOLLEY  
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7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3a

Regular Meeting of the City Council  
September 23, 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, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Recorder Brue, City Supervisor/Attorney Berg, Planner Moore, Fire Chief Klinger and Police Chief Wood.

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers # 67231 to #67335 in the amount of \$1,309,192.76
  - Payroll Warrants #46062 to #46170 in the amount of \$168,238.28
- Change Order 3 – Construction Contract 2009-PW-02; G.G. Excavation, Inc. Fruitdale Road and McGarigle Road Improvements Project and SR9 Pedestrian/Bicycle Improvements Project
- Resolution #814-09 & Resolution #815-09 for SWFD Sole Source Purchasing

Councilmember London moved to approve the consent calendar as presented. Seconded by Councilmember Meamber.

Councilmember Lemley abstained from warrant #67275 payable to JJ's Cruisers. Motion carried (6-0).

Proclamation – National Job Corps Day – September 23, 2009

Mayor Anderson acknowledged the Concurrent Resolution #163 passed in the House of Representatives expressing support for designation of September 23, 2009 as National Job Corps Day.

Public Comment

Brett Sandstrom – 432 Talcott St., stated he had just attended the Public Safety committee meeting and spoke of the committee formed to expand the Parks into a Parks and Recreation Department. He urged the committee to explore the creation of a teen center, whether it be an independent center or City run.

Rick Judd – 1310 Fruitdale Rd, thanked Council for the handicapped sign in the downtown area. Discussion ensued regarding placement of one on the east side. Judd also addressed the new sidewalks on Hwy 9 with utility poles in the middle of the sidewalks. He questioned the handicapped accessibility of the sidewalks.

Dave Radosovich – 209 Ball St., noted he has previously spoke at a Council meeting. He commented on how nicely the people have maintained the heritage of the town and again addressed the methamphetamine problem and other city's efforts to curtail the problem. He requested the City offer the citizen's better protection. He also addressed the potential of the trail and income potential of Ross Dam.

Tonya Smith – 305 Bennett St., addressed the Council regarding her and her friends hanging out at the Hammer Heritage Square Gazebo. She stated that they use the gazebo as their "safe place" and have tried to clean up the area. She also noted that they are trying to change the behavior of some of the other kids who hang out and promised that they will not do any vandalism to the Square because they really want to be able to continue to have their "safe place" to hang out.

## **UNFINISHED BUSINESS**

### Presentation from Students/United General Hospital Alcohol Resolution

The Skagit County Youth Coalition presented a power point presentation to the Council on their results to their project to assess alcohol advertisements in Sedro-Woolley. The group of students reviewed their project and presented their findings of their outreach. They also reported that their materials are now being used in a statewide tool kit to be utilized by other communities and they have won the State Exemplary Youth Volunteer Award for VOICE projects. The group also presented Council with a proposed resolution urging alcohol retailers to voluntarily reduce the amount of alcohol advertisements in their establishments by 30%.

The students were commended by Councilmember's for their efforts. The students answered questions from the Council.

Brett Sandstrom – provided input as a Planning Commission member regarding discussions of the alcohol signage to be considered as temporary signs.

City Supervisor/Attorney Berg noted the resolution will not change the current sign ordinance. Planner Moore reviewed the current code and noted the ongoing problem and difficulty addressing them. Moore spoke of an upcoming meeting regarding code enforcement throughout the City.

Councilmember Galbraith moved to approve resolution #816-09 A Resolution for the City Council of Sedro-Woolley, Washington Urging Alcohol Retailers Voluntarily Reduced the Amount of Alcohol Advertisements in Their Establishments by 30%. Seconded by Councilmember Colgan. Motion carried (6-0).

### Presentation of Upper Skagit Hansen Creek Floodplain Restoration

Lauren Rich of the Upper Skagit Hansen Creek Floodplain Restoration project presented a power point presentation on the project highlighting the history and details of the project which is both a flood plain and fish restoration project. She also presented a timeline and funding of the project. She noted the project is due to wrap up construction in October with planting to be completed in November. Rich then answered questions from the Council.

### Resolution – Adopting New Building, Planning & Engineering Fee Schedule Ordinance – Amending or Repealing Certain Sections of the Sedro-Woolley Municipal Code

Planner Moore reviewed the revised fee schedule and noted the addition of a comparison of existing and proposed fees to other cities which was prepared by Consultant, David Hanson.

Discussion took place on the Hearing Examiner fees and engineering fees, specific to engineering review, which have all been compiled in one fee schedule.

Councilmember Splane opposed raising fees during this time of down economy.

Planner Moore noted that the fees proposed do not have a direct affect on existing business or a business that would be doing a remodel. The fees bring the City closer to a user pay system.

City Supervisor/Attorney Berg addressed the impact on a City budget to subsidize the Planning Department for developer costs.

Mayor Anderson also spoke of the needs of the City, lack of funding and a user pay system.

Planner Moore noted that most of the fees being increased are on residential development. He also addressed the impact to businesses within the binding site plan with discussion followed regarding binding site plans and an emphasis on being business friendly.

Councilmember Galbraith moved to approve Resolution #817-09 A Resolution of the City Council of the City of Sedro-Woolley, Washington, Adopting a Building, Planning & Engineering Fee Schedule with the correction that the Binding Site Plan stay as is. Councilmember Meamber seconded. Motion carried (5-1, Councilmember Splane opposed).

Brett Sandstrom – questioned whether any discussions have been held regarding lessening impact fees.

Discussion ensued regarding a roll back of fees and leasing situations with examples based on the Port of Skagit County, targeted businesses such as tourism trade impact fee reduction and encouragement for the Port of Skagit County to purchase land in Sedro-Woolley.

Councilmember Lemley moved to approve Ordinance #1651-09 to amend or repeal certain sections of the Sedro-Woolley Municipal Code. Councilmember Colgan seconded. Motion carried (5-1, Councilmember Splane opposed).

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

Councilmember Splane – commented on earth movers using Ferry and Metcalf street because they didn't want to go around the roundabout. Discussion on the roundabout ensued.

Councilmember Colgan – noted an increase of traffic down State Street.

Councilmember Meamber – questioned the status of Waldron Street.

Councilmember Galbraith – questioned the gaps in the Hwy 9 sidewalks and also questioned the Planter just past Cascade Middle School.

City Supervisor/Attorney Berg noted that the gaps are reserved for storm drain grates which are currently on backorder and will be in soon. He was unsure of the planter and will investigate.

Councilmember Lemley – reported on Founder's day weekend. He noted it was a great event with approximately 300 cars for car show.

Councilmember London – stated he appreciated the presentation on the Hansen Creek Restoration Project.

Police Chief Wood – reported that they are focused on traffic control due to the detours and the issues at the gazebo.

Fire Chief Klinger – addressed the handout on H1N1 info and announced the upcoming bid opening for the ladder truck scheduled for Friday, September 25, 2009 at 2:00 P.M.

City Supervisor/Attorney Berg – reported on the audit, which resulted in no findings. He also reviewed the revised public works notice for Metcalf Street closure. He stated he hand delivered notices last week and discovered conflicts with businesses annual sales so they revised the schedule to accommodate these businesses. Berg also addressed the re-pavement of Metcalf which will happen in the next budget year.

Councilmember Meamber – questioned any notification to the Chamber regarding the closure and the Halloween parade route.

Berg noted that the Chamber received advanced notice and has been very helpful in notification. He noted there is also a plan in place for rerouting of the Halloween parade route and staff is working with the High School on rerouting the Homecoming Parade as well. He gave an update on the roundabout project noting there will be a 24 hour period of full closure for the final lift paving of asphalt to be done on Monday, with one way traffic on Tuesday and open both ways Wednesday. He also presented a progress report on the Fruitdale/McGarigle project on behalf of Engineer Freiburger who is on vacation.

Councilmember Colgan moved to adjourn. Seconded by All. Motion carried (6-0).

The Meeting adjourned at 8:43 P.M.

OCT 14 2009

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CITY OF SEDRO-WOOLLEY  
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7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 39

Council Work Session  
October 6, 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, Tom Storrs, Pat Colgan, Rick Lemley and Dennis London Staff: City Supervisor/Attorney Berg, Finance Director Nelson, Fire Chief Klinger and Asst. Fire Chief Olson.

#### **Award of Bid – SWFD Ladder Truck**

- Fire Chief Klinger reported receiving three bids from two dealers. One bid was deemed non-responsive. Rosenbauer submitted the apparent low bid at \$743,807.65, delivered with a 108 day manufacturing process. Chief Klinger requested Council award the bid and authorize the Mayor to sign a purchase agreement with Rosenbauer.

Councilmember Lemley moved to authorize the Mayor to sign the purchase agreement with Rosenbauer/General Fire for the purchase of a 109 Foot Aerial Apparatus at \$685,537.01 plus tax. Seconded by Councilmember Meamber. Motion carried (5-0).

#### **Status of Preliminary 2010 Revenues and Expenditures**

- Finance Director Nelson reported that as in prior years, departmental requests exceed anticipated revenues, however the gap is narrowing and a balanced budget will be presented to Council at the November worksession.

#### **Location of Council Worksessions**

- City Supervisor/Attorney Berg presented the idea of locating Council worksessions to the Public Safety Training Room which is better sized for the normal number of attendees. He also noted it has a white board and is less formal and more comfortable for the type of meeting setting. He recommended making the change beginning with the January 2010 meeting schedule.

Councilmember Storrs moved to hold Council worksessions in the Public Safety Training Room. Councilmember Meamber seconded. Motion carried (5-0).

- Discussion followed on the Joint Council/Planning Commission meeting locations. The general consensus of the Council was to continue to hold these meetings in the Council Chambers for ease of recording with members sitting

in an alternate pattern, all on the same level. Questions regarding additional joint meetings in 2009 and discussion on the zoning update process ensued.

### **Recording and Televising Council Meetings**

- City Supervisor/Attorney Berg reported as the City is in the process of negotiating the franchise agreement with Comcast, the concept of televising Council meetings has arose. As a “frozen view” camera is in the Council chambers (court funded) Berg presented the suggestion of filming a test meeting to see the quality. Discussion followed regarding costs to televise, place on the City’ website, professional filming and whether this would hinder or help citizen involvement.

Councilmember Colgan moved to record a sample meeting to see what the quality is like. Councilmember Storrs seconded. Motion carried (4-1, Councilmember Meamber opposed).

### **Acceptance of FEMA ARRA – SCG Grant**

- City Supervisor/Attorney Berg reported that SWFD is one of only three Washington State Applicants to receive funding in this nation-wide grant. He then reviewed that the Fire Department had applied for \$1.8 million in funding and were awarded \$1.2 million noting that FEMA had reduced construction costs due to a favorable bid environment, excluded sales tax and architectural services. FEMA allows negotiation so staff will request reinstatement of the monies for architectural services and sales tax. If declined, a change in the scope of work will be requested.

Councilmember Meamber moved to accept the FEMA ARRA-SCG Grant in the approximate amount of \$1,202,024 and authorize staff to proceed with the project. Seconded by Councilmember Colgan. Motion carried (5-0).

- City Supervisor/Attorney Berg further reported that a short extension of the sewer line to the property is needed. Council will be asked at a future meeting their thoughts on extending the line further to the north for future development. The parcel also has room for a park: walking trail, shelter, picnic table, playfield and restrooms. A Park design and possible funding sources will be proposed at a future meeting. Berg noted the work being conducted on the site currently is not part of the fire project. A federal permit was issued as part of the Fruitdale/McGargile Street Project as a disposal site. The topsoil was rolled back, excavated material delivered and leveled with the topsoil rolled back at the end. The soil is being placed in a manner to the best advantage for the future station however is provided by a different funding source.

## **Metcalf Sewer Update**

- City Supervisor/Attorney Berg reported that excavation has begun on the north end of the Metcalf sewer correction project and the area is clear of petroleum seepage from the old gas station.

Councilmember Meamber moved to adjourn. Seconded by Councilmember Colgan. Motion carried (5-0).

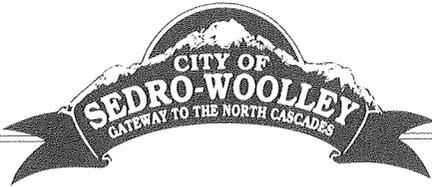
The worksession adjourned at 7:40 P.M.

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 14 2009

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

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DATE: October 14, 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 October 14, 2009.

Motion to approve Claim Vouchers #67336 to #67461 in the amount of \$184,574.05.

Motion to approve Payroll Warrants \$46171 in the amount of \$43.52 and #46172 to #46282 in the amount of \$232,497.61.

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
67336	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	464.21
		POSTAGE	SAN	221.39
		AUTO FUEL/DIESEL	SWTR	28.58
		WARRANT TOTAL		714.18
67337	ADVANCE TRAVEL	TRAVEL	PD	180.00
		WARRANT TOTAL		180.00
67338	AFRS	PROFESSIONAL SERVICES	FD	75.00
		WARRANT TOTAL		75.00
67339	ALL-PHASE ELECTRIC	OPERATING SUP - CITY HALL	PK	96.98
		WARRANT TOTAL		96.98
67340	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	SAN	67.90
		WARRANT TOTAL		67.90
67341	LLOYD H. RUSSELL	REPAIRS/MAINT-EQUIP	FD	474.59
		WARRANT TOTAL		474.59
67342	AMERICAN SOCIETY OF CIVIL	DUES/SUBSCRIPTIONS	ENG	235.00
		WARRANT TOTAL		235.00
67343	APPL. DIGITAL IMAGING	CONST-FRUITDALE MCGARIGLE	AST	34.51
		WARRANT TOTAL		34.51
67344	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	25.59
		MISC-LAUNDRY	ST	25.72
		MISC-LAUNDRY	ST	21.49
		LAUNDRY	SWR	45.52
		LAUNDRY	SWR	24.39
		WARRANT TOTAL		142.71
67345	ASPHALT ZIPPER INC.	OPERATING SUPPLIES	ST	162.00
		WARRANT TOTAL		162.00
67346	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	146.29
		AUTO FUEL	CS	75.39
		AUTO FUEL	CS	50.26
		AUTO FUEL	PD	1,228.10
		AUTO FUEL/DIESEL	FD	399.00
		AUTO FUEL/DIESEL	ST	33.36
		AUTO FUEL/DIESEL	ST	330.89
		AUTO FUEL/DIESEL	ST	241.77
		AUTO FUEL/DIESEL	SWR	98.42
		AUTO FUEL/DIESEL	SWR	122.77
		AUTO FUEL/DIESEL	SAN	1,654.14
		AUTO FUEL/DIESEL	SAN	1,861.42
		WARRANT TOTAL		6,241.81
67347	AT & T	TELEPHONE	JUD	1.16
		MEALS/TRAVEL	EXE	1.16

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		TELEPHONE FIN	18.46
		TELEPHONE LGL	3.47
		TELEPHONE IT	2.30
		TELEPHONE PLN	4.62
		TELEPHONE ENG	20.77
		TELEPHONE PD	34.62
		TELEPHONE FD	13.84
		TELEPHONE INSP	5.76
		TELEPHONE LIB	3.47
		TELEPHONE SWR	2.31
		TELEPHONE SAN	3.47
		WARRANT TOTAL	115.41
67348	BANK OF AMERICA	TRAVEL ENG	7.38
		WARRANT TOTAL	7.38
67349	BANK OF AMERICA	OPERATING SUPPLIES PD	269.86
		TRAVEL PD	1,229.60
		REPAIR/MT-HAMMER SQUARE PK	376.22
		WARRANT TOTAL	1,875.68
67350	BANK OF AMERICA	MEALS/TRAVEL EXE	41.85
		WARRANT TOTAL	41.85
67351	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP PK	23.79
		REPAIRS/MAINT-EQUIP SAN	10.22
		REPAIRS/MAINT-EQUIP SAN	22.72
		WARRANT TOTAL	56.73
67352	BANK OF AMERICA	SUPPLIES LIB	88.66
		WARRANT TOTAL	88.66
67353	BANK OF AMERICA	TRAVEL/MEALS FD	14.00
		TRAVEL/MEALS INSP	13.13
		WARRANT TOTAL	27.13
67354	BANK OF AMERICA	SMALL TOOLS/MINOR EQUIP IT	9.98
		WARRANT TOTAL	9.98
67355	BAY CITY SUPPLY	OPERATING SUPPLIES FD	76.45
		OPERATING SUP - COMM CENTER PK	802.64
		OPERATING SUP - COMM CENTER PK	601.96
		OPERATING SUP - SENIOR CTR PK	601.96
		OPERATING SUP - CITY HALL PK	2,006.50
		OPERATING SUP - CITY HALL PK	145.70
		OPERATING SUP - CITY HALL PK	115.80
		SMALL TOOLS & MINOR EQUIP PK	392.23
		OPERATING SUPPLIES SWR	147.39
		OPERATING SUPPLIES SAN	292.53
		WARRANT TOTAL	5,183.16
67356	BERGMAN, PAUL DDS	RETIRED MEDICAL PD	491.00

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 10/14/2009 (Printed 10/08/2009 14:58)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	491.00
67357	BIO-ENVIRONMENTAL SOLUTIONS	MAINTENANCE OF LINES	SWR 1,190.20
		WARRANT TOTAL	1,190.20
67358	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD 195.83
		UNIFORMS/ACCESSORIES	PD 446.43
		WARRANT TOTAL	642.26
67359	BOTTOMLINE HEALTH	BOOKS, PERIOD, RECORDS	LIB 29.95
		WARRANT TOTAL	29.95
67360	BOULDER PARK, INC	SOLIDS HANDLING	SWR 2,628.84
		WARRANT TOTAL	2,628.84
67361	BROWN & COLE STORES	MEALS/TRAVEL	SWR 52.04
		WARRANT TOTAL	52.04
67362	CARDIAC SCIENCE CORP.	OPERATING SUPPLIES	FD 60.05
		WARRANT TOTAL	60.05
67363	CHECKBOOK MAGAZINE	BOOKS, PERIOD, RECORDS	LIB 28.00
		WARRANT TOTAL	28.00
67364	CEMEX	REPAIR/MAINT-STREETS	ST 220.73
		WARRANT TOTAL	220.73
67365	CITIES INSURANCE ASSOC.	REPAIR & MAINT - AUTO	PD 1,000.00
		WARRANT TOTAL	1,000.00
67366	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN 93.59
		SUPPLIES/BOOKS	PLN 2.34
		SUPPLIES	ENG 2.34
		OFFICE/OPERATING SUPPLIES	PD 11.56
		OFF/OPER SUPPS & BOOKS	INSP 2.34
		WARRANT TOTAL	112.17
67367	COMCAST	INTERNET SERVICES	IT 99.95
		WARRANT TOTAL	99.95
67368	COOK PAGING (WA)	TELEPHONE	FD 18.74
		WARRANT TOTAL	18.74
67369	HSBC BUSINESS SOLUTIONS	SUPPLIES	EXE 295.19
		OFFICE/OPERATING SUPPLIES	PD 72.63
		WARRANT TOTAL	367.82
67370	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD 208.29
		REPAIR & MAINT - AUTO	PD 263.61
		REPAIR & MAINT - AUTO	PD 391.68
		REPAIR & MAINT - AUTO	PD 969.02
		REPAIR/MT-SMALL TOOLS EQUIP	PK 71.33

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,903.93
67371	CRAWFORD GARAGE DOORS INC	REPAIR/MAINT-GARAGE	FD	308.37
		WARRANT TOTAL		308.37
67372	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	105.74
		WARRANT TOTAL		105.74
67373	DC'S PRINTING & AWARDS	OPERATING SUPPLIES	SAN	310.75
		WARRANT TOTAL		310.75
67374	DAY WIRELESS SYSTEMS INC	REPAIRS & MAINTENANCE	PD	68.97
		WARRANT TOTAL		68.97
67375	DIMENSIONAL COMM, INC.	PROFESSIONAL SERVICES	IT	161.76
		WARRANT TOTAL		161.76
67376	DIVERSINT	PROFESSIONAL SERVICES	IT	571.04
		WARRANT TOTAL		571.04
67377	E & E LUMBER	REPAIR/MT-SENIOR CENTER	PK	17.06
		REPAIR/MT-SMALL TOOLS EQUIP	PK	8.10
		REPAIR/MAINT-CITY HALL	PK	3.22
		SAFETY EQUIPMENT	ST	5.41
		OPERATING SUPPLIES	SWR	13.51
		OPERATING SUPPLIES	SWR	3.56
		REPAIRS/MAINT-EQUIP	SAN	58.89
		OPERATING SUPPLIES	SAN	28.47
		WARRANT TOTAL		138.22
67378	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	447.00
		WARRANT TOTAL		447.00
67379	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	FIN	29.74
		WARRANT TOTAL		29.74
67380	EMERGENCY MEDICAL PRODUCTS INC	MACHINERY & EQUIPMENT	PD	79.25
		OPERATING SUPPLIES	FD	22.98
		OPERATING SUPPLIES	FD	162.50
		OPERATING SUPPLIES	FD	110.20
		WARRANT TOTAL		374.93
67381	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	270.39
		EQUIPMENT LEASES	CS	309.56
		REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		719.58
67382	GUARDIAN NW TITLE & ESCROW	PROFESSIONAL SERVICES	ENG	497.72
		WARRANT TOTAL		497.72
67383	HACH COMPANY	OPERATING SUPPLIES	SWR	199.04
		OPERATING SUPPLIES	SWR	124.55

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	77.67
		WARRANT TOTAL		401.26
67384	HEALTH	BOOKS, PERIOD, RECORDS	LIB	30.00
		WARRANT TOTAL		30.00
67385	H. D. FOWLER COMPANY	CONST-SKAGIT PROJECT	AST	782.19
		WARRANT TOTAL		782.19
67386	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	23.03
		REPAIRS & MAINTENANCE	PD	75.74
		EQUIPMENT LEASE	FD	23.02
		EQUIPMENT LEASE	FD	75.74
		WARRANT TOTAL		197.53
67387	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	7.52
		BOOKS, PERIOD, RECORDS	LIB	30.84
		BOOKS, PERIOD, RECORDS	LIB	18.84
		WARRANT TOTAL		57.20
67388	JOHN, RONALD	RETIRED MEDICAL	PD	191.54
		WARRANT TOTAL		191.54
67389	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	177.01
		WARRANT TOTAL		177.01
67390	KROESEN'S INC.	UNIFORMS	FD	163.81
		WARRANT TOTAL		163.81
67391	LACAL EQUIPMENT INC.	REPAIR/MAINTENANCE-EQUIP	ST	153.48
		WARRANT TOTAL		153.48
67392	LEONARD BOUDINOT & SKODJE	TOWNSHIP SIDEWALK CONST	AST	1,000.00
		CONST-FRUITDALE MCGARIGLE	AST	42,656.48
		CONST-PUD FRUITDALE MCGARG	AST	2,095.00
		OTHER IMPROVEMENTS	SWR	3,568.23
		WARRANT TOTAL		49,319.71
67393	LEGACY TELECOMMUNICATIONS INC	MAINT OF GENERAL EQUIP	SWR	46.27
		WARRANT TOTAL		46.27
67394	LOGGERS AND CONTRACTORS	REPAIR/MAINTENANCE-EQUIP	ST	214.24
		CONST-FRUITDALE MCGARIGLE	AST	14.93
		CONST-FRUITDALE MCGARIGLE	AST	95.11
		WARRANT TOTAL		324.28
67395	LINKO DATA SYSTEMS INC.	MAINTENANCE CONTRACTS	SWR	500.00
		WARRANT TOTAL		500.00
67396	MAILBOX MAGAZINE (THE)	BOOKS, PERIOD, RECORDS	LIB	54.95
		WARRANT TOTAL		54.95

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 10/14/2009 (Printed 10/08/2009 14:58)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
67397	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	1,348.15
		WARRANT TOTAL		1,348.15
67398	MOTOR TRUCKS, INC.	REPAIR/MAINTENANCE-EQUIP	ST	17.23
		REPAIR/MAINTENANCE-EQUIP	ST	17.23
		REPAIRS/MAINT-EQUIP	SAN	13.32
		WARRANT TOTAL		13.32
67399	NAT'L PARKS/CONSERVATION	BOOKS, PERIOD, RECORDS	LIB	60.00
		WARRANT TOTAL		60.00
67400	NELSON, PATSY	TELEPHONE	FIN	13.50
		MEALS/TRAVEL	FIN	284.86
		WARRANT TOTAL		298.36
67401	NEXTEL COMMUNICATIONS	TELEPHONE	PD	303.19
		WARRANT TOTAL		303.19
67402	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	2,713.92
		REPAIR & MAINT - AUTO	PD	943.42
		WARRANT TOTAL		3,657.34
67403	NORTH HILL RESOURCES, INC.	RECYCLING FEE - YARD WASTE	SAN	119.13
		RECYCLING FEE - YARD WASTE	SAN	119.13
		RECYCLING FEE - YARD WASTE	SAN	238.26
		RECYCLING FEE - YARD WASTE	SAN	158.84
		RECYCLING FEE - YARD WASTE	SAN	158.84
		RECYCLING FEE - YARD WASTE	SAN	158.84
		RECYCLING FEE - YARD WASTE	SAN	119.13
		RECYCLING FEE - YARD WASTE	SAN	158.84
		WARRANT TOTAL		1,231.01
67404	OASYS	EQUIPMENT LEASES	CS	308.37
		SUPPLIES/BOOKS	PLN	246.19
		SUPPLIES	ENG	246.19
		OFF/OPER SUPPS & BOOKS	INSP	246.18
		WARRANT TOTAL		1,046.93
67405	OFFICE DEPOT	SUPPLIES	FIN	22.92
		SUPPLIES	FIN	13.22
		SUPPLIES	FIN	97.65
		SUPPLIES	ENG	21.23
		OFFICE/OPERATING SUPPLIES	PD	49.63
		OFFICE SUPPLIES	FD	36.53
		OFFICE SUPPLIES	SWR	61.14
		OFFICE SUPPLIES	SWR	51.55
		OFFICE SUPPLIES	SWR	11.90
		OFFICE SUPPLIES	SAN	156.06
		OFFICE SUPPLIES	SAN	3.24
		WARRANT TOTAL		525.07
67406	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	PK	91.95

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		SAFETY EQUIPMENT SWR	185.00
		WARRANT TOTAL	276.95
67407	PACIFIC POWER BATTERIES	ADVERTISING-FIRE PREV/EDUC FD	44.90
		WARRANT TOTAL	44.90
67408	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO PD	883.80
		REPAIR & MAINT - AUTO PD	118.97
		REPAIR/MAINTENANCE-EQUIP ST	1,627.35
		WARRANT TOTAL	2,630.12
67409	PARTSMASTER	SMALL TOOLS & MINOR EQUIP SAN	460.01
		WARRANT TOTAL	460.01
67410	PETROCARD	AUTO FUEL/DIESEL PK	13.43
		AUTO FUEL/DIESEL CEM	53.74
		AUTO FUEL/DIESEL ST	353.74
		AUTO FUEL/DIESEL SAN	26.86
		WARRANT TOTAL	447.77
67411	PETTY CASH	SUPPLIES LGS	7.02
		AUTO FUEL CS	10.00
		POSTAGE SWR	8.75
		POSTAGE SAN	9.02
		EQUIP & VEHICLES STORMWATER	32.75
		WARRANT TOTAL	67.54
67412	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES PD	16.90
		UTILITIES-RIVERFRONT PK	191.57
		UTILITIES-TRAIN PK	16.90
		UTILITIES-HAMMER SQUARE PK	157.12
		UTILITIES-BINGHAM & MEMORIAL P	31.13
		UTILITIES - OTHER PK	28.20
		PUBLIC UTILITIES-MUSEUM PK	42.59
		PUBLIC UTILITIES-CITY HALL PK	483.54
		PUBLIC UTILITIES CEM	37.41
		PUBLIC UTILITIES ST	31.13
		PUBLIC UTILITIES LIB	22.76
		PUBLIC UTILITIES SWR	223.17
		PUBLIC UTILITIES SAN	36.99
		WARRANT TOTAL	1,319.41
67413	PUGET SOUND ENERGY	PUBLIC UTILITIES PD	29.91
		REPAIRS & MAINTENANCE PD	9.83
		UTILITIES-RIVERFRONT PK	449.58
		UTILITIES-COMMUNITY CTR PK	133.45
		UTILITIES-SENIOR CENTER PK	337.65
		UTILITIES-TRAIN PK	63.30
		UTILITIES-HAMMER SQUARE PK	244.63
		UTILITIES-BINGHAM & MEMORIAL P	52.56
		UTILITIES - SHOP PK	84.36
		UTILITIES - OTHER PK	10.73

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PUBLIC UTILITIES-MUSEUM PK	9.83
		PUBLIC UTILITIES-MUSEUM PK	25.55
		PUBLIC UTILITIES-CITY HALL PK	2,309.25
		PUBLIC UTILITIES CEM	50.49
		PUBLIC UTILITIES ST	67.77
		PUBLIC UTILITIES ST	68.81
		PUBLIC UTILITIES ST	73.09
		PUBLIC UTILITIES ST	7,972.10
		PUBLIC UTILITIES LIB	341.62
		ADVERTISING HOT	21.64
		PUBLIC UTILITIES SWR	7,965.88
		PUBLIC UTILITIES SAN	128.59
		WARRANT TOTAL	20,450.62
67414	PURCHASE POWER	POSTAGE JUD	358.89
		POSTAGE FIN	249.86
		POSTAGE LGL	3.08
		POSTAGE LGL	.83
		POSTAGE PLN	66.51
		POSTAGE ENG	67.72
		POSTAGE PD	120.81
		POSTAGE FD	4.47
		POSTAGE INSP	4.24
		POSTAGE CEM	8.77
		POSTAGE SWR	216.98
		POSTAGE SAN	100.14
		OPERATING SUPPLIES SWTR	16.69
		WARRANT TOTAL	1,218.99
67415	QUALIFICATION TARGETS INC	AMMUNITION PD	339.44
		WARRANT TOTAL	339.44
67416	ROHLINGER ENTERPRISES, INC.	MAINTENANCE CONTRACTS SWR	18.61
		WARRANT TOTAL	18.61
67417	RONK BROTHERS, INC.	OPERATING SUP - CITY HALL PK	305.12
		WARRANT TOTAL	305.12
67418	SALYER, DOUGLAS	RETIRED MEDICAL PD	284.00
		WARRANT TOTAL	284.00
67419	SCADA & CONTROLS ENGINEERING INC	PROFESSIONAL SERVICES SWR	792.00
		WARRANT TOTAL	792.00
67420	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	196.43
		OPERATING SUPPLIES SWR	207.88
		WARRANT TOTAL	404.31
67421	SEAWESTERN FIRE FIGHTING EQUIP.	OPERATING SUPPLIES FD	102.79
		WARRANT TOTAL	102.79
67422	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES CEM	4.94

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIR/MAINT-EQUIP & BLDG CEM	7.68
		REPAIR/MAINT-EQUIP & BLDG CEM	25.96
		REPAIRS/MAINT-EQUIP SAN	4.28
		WARRANT TOTAL	42.86
67423	SEDRO-WOOLLEY CHAMBER OF	ADVERTISING-CHAMBER/COMERC HOT	1,569.19
		WARRANT TOTAL	1,569.19
67424	SEDRO-WOOLLEY FAMILY	PROFESSIONAL SERVICES SWR	120.00
		WARRANT TOTAL	120.00
67425	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS FD	10,002.00
		WARRANT TOTAL	10,002.00
67426	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES PD	148.88
		WARRANT TOTAL	148.88
67427	SJOSTROM LAW OFFICE	COLLECTION SERVICES SWR	279.50
		WARRANT TOTAL	279.50
67428	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH HLT	968.65
		WARRANT TOTAL	968.65
67429	SKAGIT COUNTY SHERIFF	PRISONERS PD	9,554.20
		PRISONERS PD	4,974.04
		PRISONERS PD	10,136.39
		WARRANT TOTAL	24,664.63
67430	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG LGL	131.50
		WARRANT TOTAL	131.50
67431	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES PD	16.84
		MAINTENANCE OF LINES SWR	53.82
		WARRANT TOTAL	70.66
67432	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS	22.50
		LEGAL PUBLICATIONS LGS	22.50
		LEGAL PUBLICATIONS LGS	41.25
		ADVERTISING/LEGAL PUBLIC PLN	86.25
		PRINTING/PUBLICATIONS PD	142.28
		PRINTING/PUBLICATIONS PD	194.76
		PRINTING/PUBLICATIONS PD	149.32
		ADVERTISING FD	18.75
		WARRANT TOTAL	733.86
67433	SMILEY'S INC.	REPAIR/MAINTENANCE-EQUIP ST	181.55
		REPAIR/MAINTENANCE-EQUIP ST	63.84
		WARRANT TOTAL	245.39

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
67434	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	17.31
		WARRANT TOTAL		17.31
67435	SPRINT	TELEPHONE	FD	59.99
		WARRANT TOTAL		59.99
67436	SUBURBAN PROPANE, L.P.	PROPANE	CEM	328.84
		WARRANT TOTAL		328.84
67437	TASTE OF HOME	BOOKS, PERIOD, RECORDS	LIB	29.98
		WARRANT TOTAL		29.98
67438	TERRA-SOURCE LLC	PROFESSIONAL SERVICES	SWR	600.00
		WARRANT TOTAL		600.00
67439	THE WEEK	BOOKS, PERIOD, RECORDS	LIB	209.97
		WARRANT TOTAL		209.97
67440	THE ROOST	PROFESSIONAL SERVICES	PLN	100.00
		WARRANT TOTAL		100.00
67441	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO	PD	64.92
		WARRANT TOTAL		64.92
67442	TOTAL RECLAIM, INC.	SOLID WASTE DISPOSAL	SAN	162.60
		WARRANT TOTAL		162.60
67443	TRIANGLE PUMP	MAINT OF PUMPING EQUIP	SWR	2,752.20
		WARRANT TOTAL		2,752.20
67444	TRUE VALUE	OFFICE/OPERATING SUPPLIES	PD	7.78
		REPAIRS/MT-RV PARK	PK	30.27
		REPAIR/MT-SMALL TOOLS EQUIP	PK	22.71
		REPAIR/MT-SMALL TOOLS EQUIP	PK	20.54
		REPAIR/MT-SMALL TOOLS EQUIP	PK	6.48
		OPERATING SUPPLIES	CEM	17.30
		OPERATING SUPPLIES	SWR	14.12
		OPERATING SUPPLIES	SWR	25.91
		OPERATING SUPPLIES	SWR	11.89
		OPERATING SUPPLIES	SWR	7.08
		OPERATING SUPPLIES	SWR	1.92
		OPERATING SUPPLIES	SWR	12.96
		OPERATING SUPPLIES	SWR	13.51
		OPERATING SUPPLIES	SWR	24.18
		WARRANT TOTAL		216.65
67445	U.S. BANK N.A. - CUSTODY	BANK FEES	FIN	20.50
		BANK FEES	FIN	100.50
		WARRANT TOTAL		121.00
67446	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	9.72
		REPAIRS/MAINT-EQUIP	FD	31.64

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR/MAINTENANCE-EQUIP	ST	137.36
		REPAIRS/MAINT-EQUIP	SAN	74.05
		REPAIRS/MAINT-EQUIP	SAN	88.25
		OPERATING SUPPLIES	SAN	9.51
		OPERATING SUPPLIES	SAN	10.04
		SMALL TOOLS & MINOR EQUIP	SAN	148.88
		WARRANT TOTAL		509.45
67447	VALLEY FREIGHTLINER INC	REPAIR/MAINTENANCE-EQUIP	ST	12.05
		WARRANT TOTAL		12.05
67448	VERIZON WIRELESS	TELEPHONE	EXE	66.73
		TELEPHONE	FIN	67.05
		TELEPHONE	LGL	66.73
		TELEPHONE	IT	66.73
		NEXTEL CELL PHONES		67.30
		NEXTEL CELL PHONES		93.85
		TELEPHONE	PD	559.21
		TELEPHONE	FD	86.02
		TELEPHONE	FD	135.84
		TELEPHONE	PK	99.62
		TELEPHONE	CEM	22.64
		TELEPHONE	ST	91.59
		NEXTEL CELL PHONES		220.22
		NEXTEL CELL PHONES	SAN	140.84
		WARRANT TOTAL		1,784.37
67449	VERIZON NORTHWEST	TELEPHONE	PD	28.92
		TELEPHONE	PD	53.29
		TELEPHONE	PK	85.71
		TELEPHONE	CEM	67.30
		TELEPHONE	LIB	112.91
		TELEPHONE	SWR	247.07
		TELEPHONE	SAN	41.13
		WARRANT TOTAL		636.33
67450	WA ASSOC OF SHERIFFS &	DUES/SUBSCRIPTIONS	PD	75.00
		WARRANT TOTAL		75.00
67451	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	916.03
		WARRANT TOTAL		916.03
67452	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	PD	44.84
		INDUSTRIAL INSURANCE	PK	18.68
		INDUSTRIAL INSURANCE	CEM	7.48
		WARRANT TOTAL		71.00
67453	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	93.00
		WARRANT TOTAL		93.00
67454	WA ST DEPT OF TRANS	TOWNSHIP SIDEWALK CONST	AST	1,299.80
		CONST-SKAGIT PROJECT	AST	466.48

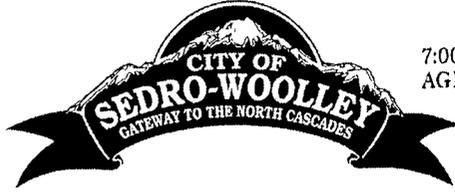
WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		CONST-FRUITDALE MCGARIGLE AST	634.42
		WARRANT TOTAL	2,400.70
67455	WA STATE PATROL	RENTAL TELETYPE PD	660.00
		WARRANT TOTAL	660.00
67456	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	6,652.60
		WARRANT TOTAL	6,652.60
67457	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	7,451.52
		WARRANT TOTAL	7,451.52
67458	WOOD MAGAZINE	BOOKS, PERIOD, RECORDS LIB	44.00
		WARRANT TOTAL	44.00
67459	WOOD'S LOGGING SUPPLY INC	POSTAGE FD	13.80
		OPERATING SUPPLIES ST	51.72
		OPERATING SUPPLIES SWR	27.75
		OPERATING SUPPLIES SAN	35.71
		OPERATING SUPPLIES SAN	14.17
		WARRANT TOTAL	143.15
67460	WOOD, DOUG	UNIFORMS/ACCESSORIES PD	158.76
		WARRANT TOTAL	158.76
67461	JOHNSON, CHRISTINE	SEWER SERVICE CHARGES	870.17
		WARRANT TOTAL	870.17
		RUN TOTAL	184,574.05

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	67,365.36
101	PARK FUND	10,629.94
102	CEMETERY FUND	658.14
103	STREET FUND	13,489.34
104	ARTERIAL STREET FUND	49,078.92
105	LIBRARY FUND	1,253.10
108	STADIUM FUND	1,590.83
401	SEWER FUND	25,446.54
412	SOLID WASTE FUND	14,983.86
425	STORMWATER	45.27
501	EQUIPMENT REPLACEMENT FUND	32.75
TOTAL		184,574.05

DEPARTMENT	AMOUNT
001 000 000	6,652.60
001 000 011	93.27
001 000 012	360.05
001 000 013	404.93
001 000 014	1,188.86
001 000 015	205.61
001 000 017	911.76
001 000 018	1,170.26
001 000 019	505.91
001 000 020	1,259.50
001 000 021	40,324.32
001 000 022	13,047.99
001 000 024	271.65
001 000 062	968.65
FUND CURRENT EXPENSE FUND	67,365.36
101 000 076	10,629.94
FUND PARK FUND	10,629.94
102 000 036	658.14
FUND CEMETERY FUND	658.14
103 000 042	13,489.34
FUND STREET FUND	13,489.34
104 000 042	49,078.92
FUND ARTERIAL STREET FUND	49,078.92
105 000 072	1,253.10
FUND LIBRARY FUND	1,253.10
108 000 019	1,590.83
FUND STADIUM FUND	1,590.83
401 000 000	870.17
401 000 035	24,576.37
FUND SEWER FUND	25,446.54
412 000 037	14,983.86
FUND SOLID WASTE FUND	14,983.86
425 000 039	45.27
FUND STORMWATER	45.27
501 000 425	32.75
FUND EQUIPMENT REPLACEMENT FUND	32.75
TOTAL	184,574.05

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 14 2009



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

**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Mike Anderson  
Mayor

---

MEMO TO: City Council  
FROM: Mike Anderson  
RE: Contract with Eron Berg  
DATE: October 14, 2009

ISSUE: Should the Council authorize me to sign an amendment to Eron Berg's contract extending its term for an additional three years?

BACKGROUND: Eron Berg's contract as the City Supervisor/City Attorney expires at the end of this year. I am pleased with Eron's job performance for our City and would like to extend his contract for an additional three year period.

RECOMMENDATION: *Motion to authorize the Mayor to sign the proposed amendment extending Eron Berg's employment contract.*

## AMENDMENT TO EMPLOYMENT AGREEMENT

THIS Amendment, made and entered into this 14<sup>th</sup> day of October, 2009, by and between the City of Sedro-Woolley, State of Washington, a municipal corporation, hereinafter called "Employer," and Eron M. Berg, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the parties are subject to an employment agreement dated December 13, 2006, amended on September 26, 2006 and again on April 11, 2007; and

WHEREAS, the term of the agreement expires on December 31, 2009 and requires that the City provide the employee with 90 days notice in the event it intends to terminate the agreement;

WHEREAS, it is the desire of the Employer to renew the contract for another three year term; and

WHEREAS, it is the desire of the Employee to continue working for the City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. The following amendments are made to the Employment Agreement dated December 13, 2006 and amended on September 28, 2006 and again on April 11, 2007:**

**A. Section 2. C. is revised to read as follows:**

Employee agrees to remain in the employ of Employer for the period beginning January 1, 2010 and terminating December 31, 2012.

**Section 2. All other provisions remain unchanged.**

**Section 3. This amendment shall become effective upon execution by both parties.**

IN WITNESS WHEREOF, the City of Sedro-Woolley has caused this amendment to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF SEDRO-WOOLLEY

EMPLOYEE

By: \_\_\_\_\_  
Mike Anderson, Mayor

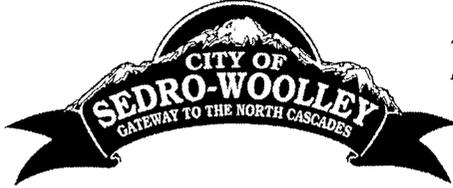
\_\_\_\_\_  
Eron Berg

Attest:

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

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 14 2009



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

**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Contract with Jack Moore  
DATE: October 14, 2009

ISSUE: Should the Council authorize the Mayor to sign an amendment to Jack Moore's contract extending its term for an additional three years?

BACKGROUND: Jack Moore's contract as the City's Planning Director/Building Official expires at the end of this year. Jack has performed his job well and will receive a positive review in his annual evaluation (which is not timed all that well for his contract expiration).

The Mayor requests that his contract be extended for an additional three years.

RECOMMENDATION: *Motion to authorize the Mayor to sign the proposed amendment extending Jack Moore's employment contract.*

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS Amendment, made and entered into this 14<sup>th</sup> day of October, 2009, by and between the City of Sedro-Woolley, a municipal corporation, hereinafter called "Employer," and Jack Moore, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the parties are subject to an employment agreement dated November 9, 2006; and

WHEREAS, it is the desire of the Employer to extend Employee's contract; and

WHEREAS, it is the desire of the Employee to remain employed by the City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. The following amendments are made to the Employment Agreement dated November 9, 2006:**

**A. Section 2. C. is revised to read as follows:**

**Section 2. C. Term**

Employee agrees to remain in the exclusive employ of Employer until December 31, 2012, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

**Section 2. All other provisions remain unchanged.**

**Section 3. This amendment shall become effective January 1, 2010.**

IN WITNESS WHEREOF, the City of Sedro-Woolley has caused this amendment to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF SEDRO-WOOLLEY

EMPLOYEE

By: \_\_\_\_\_  
Mike Anderson, Mayor

\_\_\_\_\_  
Jack Moore

Attest:

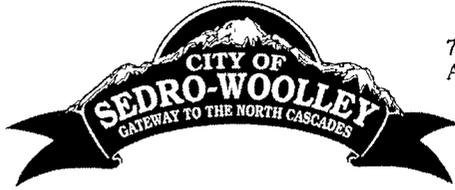
\_\_\_\_\_  
Finance Director

Approved As to Form:

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

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 14 2009



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

**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Contract with Patsy Nelson  
DATE: October 14, 2009

ISSUE: Should the Council authorize the Mayor to sign an amendment to Patsy Nelson's contract extending its term for an additional three years?

BACKGROUND: Patsy Nelson's contract as the City's Finance Director expires at the end of this year. Patsy has performed her job well and will receive a positive review in her annual evaluation (which is not timed all that well for her contract expiration). I note also, that she continues to guide the City through its annual audit without findings and maintains a stable system of financial reporting and accountability which translates to lower rates and better bond ratings.

The Mayor requests that her contract be extended for an additional three years.

RECOMMENDATION: *Motion to authorize the Mayor to sign the proposed amendment extending Patsy Nelson's employment contract.*

## AMENDMENT TO EMPLOYMENT AGREEMENT

THIS Amendment, made and entered into this 14<sup>th</sup> day of October, 2009, by and between the City of Sedro-Woolley, a municipal corporation, hereinafter called "Employer," and Patsy Nelson, hereinafter called "Employee," both of whom understand as follows:

### WITNESSETH:

WHEREAS, the parties are subject to an employment agreement dated December 14, 2006; and

WHEREAS, it is the desire of the Employer to extend Employee's contract; and

WHEREAS, it is the desire of the Employee to remain employed by the City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. The following amendments are made to the Employment Agreement dated December 14, 2006:**

**A. Section 2. C. is revised to read as follows:**

**Section 2. C. Term**

Employee agrees to remain in the exclusive employ of Employer until December 31, 2012, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

**B.** Employee's job title is changed from Clerk-Treasurer (Human Resources) to Finance Director.

**Section 2. All other provisions remain unchanged.**

**Section 3. This amendment shall become effective January 1, 2010.**

IN WITNESS WHEREOF, the City of Sedro-Woolley has caused this amendment to be signed and executed in its behalf by its Mayor, and duly attested by its Deputy Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF SEDRO-WOOLLEY

EMPLOYEE

By: \_\_\_\_\_  
Mike Anderson, Mayor

\_\_\_\_\_  
Patsy Nelson

Attest:

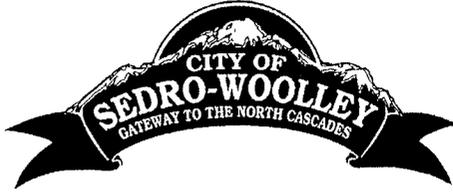
\_\_\_\_\_  
Deputy Clerk

Approved As to Form:

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

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 14 2009



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 34

**CITY OF SEDRO-WOOLLEY**

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

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Prosecutor contract  
DATE: October 14, 2009

AGENDA PLACEMENT: Consent

ISSUE: Attached is a contract between the City and Jennifer Bouwens for prosecutor services in 2010. This contract is identical to the 2009 contract.

The SWPD continues to report satisfaction with her work as the City's prosecutor and it is my recommendation that we continue working with Jennifer for another year.

REQUEST FOR ACTION:

1. Motion to approve the contract.

## **AGREEMENT FOR LEGAL SERVICES**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of October, 2009, by and between the CITY OF SEDRO-WOOLLEY, acting by and through its City Attorney, hereinafter referred to as the "City," and JENNIFER BOUWENS, hereinafter referred to as the "Law Firm."

**WHEREAS** the City has need of legal services for the provision of a competent attorney to effectively prosecute those people charged by the City with misdemeanors in the Sedro-Woolley Municipal Court, including appeals at all appellate levels; and

**WHEREAS** the Law Firm has expertise in this area of practice, and is able to provide advice and representation;

**NOW, THEREFORE**, it is hereby agreed as follows:

1. Legal Services: The Law Firm agrees to provide legal services in connection with the City's Request for Proposals ("RFP") dated October 1, 2006. For the purposes of this Agreement, the aforesaid RFP is incorporated into this agreement as though fully set forth. Agreed deviations from the RFP and responsive proposal include: (a) Limits for liability insurance are set at \$500,000.00; and (b) compensation is fixed regardless of the number of trials within the contract term.
2. Service: The Law Firm will make every effort to expedite such legal matters promptly and efficiently according to the highest legal and ethical standards.
3. Term: Services to be provided pursuant to this agreement shall commence on January 1, 2010, and terminate on December 31, 2010. The term of this agreement may be extended upon the mutual agreement of the parties.
4. Fees: For the work under this agreement, the City shall pay the Law Firm as sole compensation for the services performed under this agreement, the sum of \$2,500.00 per month. Additionally, the City agrees to reimburse Law Firm for its actual costs in attending one WSAMA conference in 2009, up to a maximum of \$1,000.00.
5. Services are Personal: The legal services described herein shall be provided by the following attorneys: Jennifer Bouwens. The City has entered into this agreement based upon the skills and qualifications of the attorneys named above, who will provide the services described herein. While this attorney will be the primary attorney providing such services, the Law Firm may, from time to time, assign other attorneys to provide services with the City's consent as to individuals assigned.
4. Billing Procedures: Billings should be submitted on a monthly basis. Each billing statement should set forth for each date services were performed:

A brief summary of the services provided;  
The number of hours, or fractions of hours, spent by each provider.

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. In no event shall the total of the City's payment pursuant to this Agreement exceed the amount set forth hereinabove.

5. Interaction with City:

A. The City Attorney for the City shall be responsible for managing this contract on behalf of the City.

B. The Law Firm will keep City well informed of all disputes between the Law Firm and its clients represented pursuant to this Agreement. The Law Firm, at such times and such form as the City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this agreement.

6. Independent Contractor Status: The Law Firm shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

The Law Firm, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Law Firm shall maintain a professional liability policy with policy limits as set forth in the RFP to protect Law Firm and the City from losses and claims which may arise out of or result from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

The Law Firm shall obtain a business license under the Sedro-Woolley Municipal Code.

7. Suspension or Termination:

A. Disposal of files upon termination of contract.

B. Disposition of open cases upon termination of contract.

C. City may suspend or terminate the performance of services under this Agreement by written notice to the Law Firm, in whole, or from time to time in part, at the City's discretion based upon Law Firms violation of the terms of this Agreement.

8. Indemnification: The Law Firm shall indemnify and hold harmless the City, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and cost arising out of or occasioned by the negligent performance, negligent acts, and/or omissions by the Law Firm and its employees relative to any activity and/or services covered hereunder. In the event of

recovery due to the aforementioned circumstances, the Law Firm shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

9. Non-discrimination: The Law Firm agrees to take all necessary and affirmative steps to ensure compliance with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Law Firm shall not discriminate in any employment action or in the representation of any client because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap.

In the event of non-compliance by the Law Firm with any of the non-discrimination provisions of this Agreement, the City will have the right, at its option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed.

10. Conflict of Interest: In addition to Rule of Professional Conduct 1.7, the Law Firm shall comply with all federal and state conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first written above.

**CITY OF SEDRO-WOOLLEY**

**LAW FIRM**

By \_\_\_\_\_  
Mayor signature

By \_\_\_\_\_  
Jennifer Bouwens  
WSBA No. 32768

Tax ID # \_\_\_\_\_

Attest:

306 Pine Street No. B  
Mount Vernon, WA 98273

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

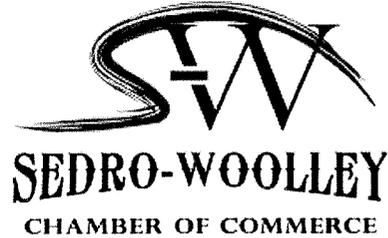
Approved as to form:

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

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 14 2009

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 39



October 2, 2009

Re: 2009 Chamber of Commerce Halloween Kiddies Costume Parade

Dear Mayor Anderson and Members of the City Council,

The Sedro-Woolley Halloween Parade is planned for Saturday October 31, 2009. Due to Street work on Metcalf we are requesting a change of venue. We hereby request closure of Ferry Street from Eastern Avenue to Puget Street from 1:45 to 2:30 p. m. to make their way down the street. And Eastern Avenue from Woodworth to Ferry from 1:30 till 2:15 for staging of our parade participants. We would appreciate it if the parking stalls on both sides of ferry Street would be blocked off with cones to allow for the safe procession of the children down the street.

The Parade will begin promptly at 2:00 p. m. and last approximately ½ hour. When the last child is off the street the streets can be reopened to traffic. We will work closely with the Sedro-Woolley Police department to make the closure of the streets in the downtown area as easy as possible.

We do hope the Mayor and the Council will make time to greet the children and perhaps help hand out candy at the end of the route.

Children upon reaching the end of the parade route will be redirected down the sidewalks of Ferry Street to trick or treat the merchants on Metcalf Street.

Thank you for your assistance regarding this matter.

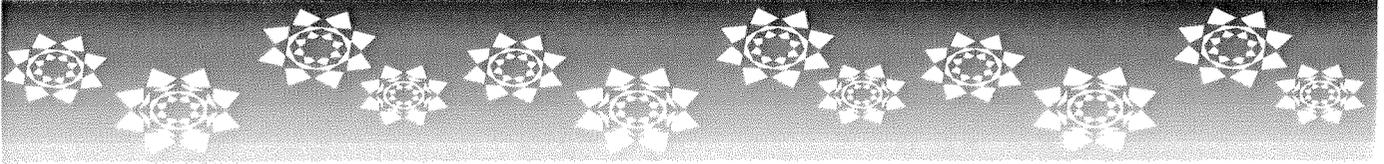
Sincerely

A handwritten signature in cursive script that reads 'Pola Kelley'. The signature is written in dark ink and is positioned above the printed name and title.

Pola Kelley  
Executive Director

OCT 14 2009

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



September 3, 2009

Re: 2009 Chamber of Commerce "Magic of Christmas" Parade and Breakfast With Santa

Dear Mayor Anderson and City Council,

The Sedro-Woolley's Christmas Parade is planned for Saturday, December 5<sup>th</sup>, 2009.

The Breakfast with Santa is planned for Saturday, December 12<sup>th</sup>, 2009.

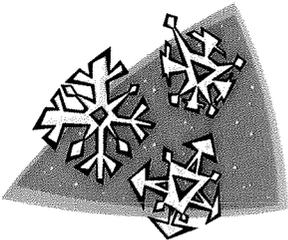
The Chamber would appreciate a waiver of the fees for the use of the Community Center for the Breakfast with Santa.

There will be free train and pony rides sponsored by local businesses and other Christmas activities in the downtown area beginning at 3:00 pm. Therefore, the Christmas committee requests the closure of Metcalf Street between Ferry and State St from both alleys on the west and east side of Woodworth. The train will go up and down Metcalf St until the parade starts. The pony rides will be set up on both sides of Woodworth St. We would like to close the streets starting at 2:45 pm.

As in previous years, we are requesting that Metcalf St from Warner to State St be closed at 4:30 pm so we can begin staging up the beginning of the parade. We are requesting as in previous years, the parking stalls on both sides of Ferry St be blocked off with cones so the parade entries can go around the corner in a safe manner.

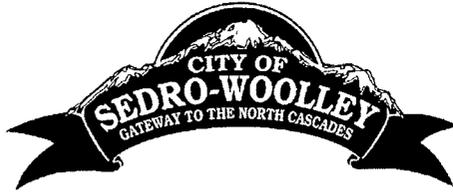
The parade will begin at promptly 5:00 pm and last around 45 minutes. At this time all streets will be re-opened up to traffic. We will be working closely with the Sedro-Woolley Police Department on trying to make the closure of the streets in the downtown area easily as possible.

I am hoping to once again see our City Council this year in the parade. After all, this is a festive time for all.



*Pola Kell*

Sedro-Woolley Chamber of Commerce Christmas Committee



CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 14 2009

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

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  
Snow Plows and Sander Box  
Northend Truck Equipment, Co.**

DATE: October 6, 2009 (for Council action October 14, 2009)

**RECOMMENDATION:** The Public Works Department Fleet Division recommends that a contract in the amount of \$47,012 be awarded to Northend Truck Equipment Co. for two (2) Boss Snow Plows and one (1) Monroe V Hopper Sander. This award is done under the terms of the State of Washington Purchase Agreement.

**EXPLANATION:** As a result of last winter's snow conditions, Public Works was tasked with procuring additional equipment to ensure the ability to adequately respond to severe snow and ice conditions. Several options were considered, including purchase of an additional surplus plow truck. Given the seasonal nature of this need, Public Works recommends that we utilize existing equipment and supplement by purchasing plows to outfit two of our 5-7 CY dump trucks, one from Wastewater and one from Streets. It is anticipated that several Solid Waste Dept. and Sewer Dept. crewmembers will be trained in operation of the plow trucks to act as backup for Street Dept. personnel.

In addition, we propose to acquire a full size V-box sander to equip the Street Department dump truck, to replace the small unit that is currently used. The existing unit is mounted when needed on our older 1-ton flatbed truck, but due to weight limits required frequent refill and limits operations. The proposed Monroe sander unit will allow the crew to better utilize their time in actually plowing and sanding, and will improve operations for the Dukes Hill and Portobello areas.

Attached is the quote from Northend Truck Equipment, Co., the Washington State Bid contractor for this equipment. The quote includes installation and training as noted.

One of the factors which caused difficulties last winter was the change of WSDOT procedure on plowing the state routes within the city limits. Prior practice had been to leave plows down and sanders spinning as WSDOT crews transited the city, which meant that our crews could focus on city arterials and snow removal. During the winter of 2008/2009, WSDOT pulled up the plows when transiting the city. We have been assured by WSDOT Maintenance that they will again plow and sand the routes through the city.

**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
<b>Subtotal Revenue</b>	<b>\$545,821</b>

**ESTIMATED EXPENDITURES – BALANCE 2009**

Fleet Maintenance (\$11,879/mo)	\$ 71,275
Acquisition Roll-Off Vehicle (on order)	\$174,547
<b>Subtotal Expenditures</b>	<b>\$245,822</b>

<b>Subtotal</b>	<b>\$299,999</b>
This purchase	\$ 47,012
<b>Expected Ending Fund Balance</b>	<b>\$252,987</b>

**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 ordered Roll Off Vehicle is received. As was noted in the 9/9/2009 council memo proposing the Roll-Off Vehicle acquisition, this is within the 2009 Budget and ERR. Also noted in that memorandum was the possible acquisition of the plows and sander.

A budget amendment will be required for the proposed acquisition of the snow plows and sander.

I have updated the ERR to reflect addition of this purchase in 2009. Factoring in the proposed 2010 Budget adjustments, the proposed additional acquisition will not seriously impact the ERR ending fund balance through the period ending 2025, maintaining a minimum balance in excess of \$300,000 through this period. The ERR will require adjustments on a yearly basis to account for inflation and additions or deletions from the ERR.

The new equipment will add \$2,000 to Street Dept. ERR Deposits starting in 2010. The Sanitary Sewer ERR remains unchanged with the addition.

**MOTION:**

***Move to award the a contract in the amount of \$47,012 to Northend Truck Equipment Co. for two (2) Boss Snow Plows and one (1) Monroe V Hopper Sander.***

# NORTHEND TRUCK EQUIPMENT, CO.

14919 - 40th Ave N.E. MARYSVILLE, WA. 98271

PH: 800-653-6066 FAX: 360-653-0100

October 6, 2009

To: **City of Sedro Woolley**

Att: Leo Jacobs

360-661-6449

Ref. Snow Plows & V- Box Spreaders

Per WA State DOT Dump Body Contract # 12304, Change Notice #14  
& Contract 13103 Change Notice #7.

2 – **Boss** Straight Plow - 10' Moldboard w/Steel Cutting Edge

Universal Mounting Kit

Electric Hydraulic Power Pak

Rubber Deflector

\$ 7,644.00 ea.

1 – **Monroe** "V" Hopper Sander Model MV Performer. Stainless Steel  
w/Rear Discharge.

Hopper 11'

Sloped Body Front & Notched for Doghouse

Valve Section w/Air Control & NS 200 Electronic Dual Flow Control

Plumbed To Rear of Truck.

\$ 24,715.00 ea.

Above items are Installed & Operational  
Prices do not include any applicable taxes

## Items not Covered by State Contract:

Retrofit Hydraulic System on 2007 **Freightliner** to accommodate Spreader/  
Sander. Truck has **Allison** Transmission.

Above Pricing is based on new Install. Estimated Time & Material  
addition for Retrofit.

Approx: \$ 1,750.00

Fender Mounted Snow Plow Lights

Add: \$ 848.00

We thank you for this opportunity. Should you have any questions or wish to make changes,  
please contact me directly at 206-954-7003.

**R.E. "Bob" Thatcher**

Flows 2 ea @ 7644 = 15,288  
V-Box Sander 24,715  
V-Box Truck Retrofit 1,750  
Light kits 2 ea @ 848 1,696  
43,449  
TAX @ 2% 869  
TOTAL 47,012

OCT 14 2009

7:00 P.M. COUNCIL CHAMBERS

AGENDA NO. 3j



## Skagit County

### Administrative Services – Budget and Finance

Trisha Logue, CPA, Budget and Finance Director

Tiffany Caulk, Budget Analyst

Chris Stamey, Financial System Administrator

October 8, 2009

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

RE: 2009 Interlocal Agreement

Dear Mayor Anderson:

Enclosed is the 2009 Interlocal Agreement for library services. The agreement awards the Sedro-Woolley library \$7,208.00 for the purchase of materials for circulation.

Please route the agreement for signatures and return it to my attention so it can be fully executed. Please contact me if you have any questions. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Tiffany Caulk".

Tiffany Caulk

Enclosure

After Recording Return to:

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

**INTERLOCAL COOPERATIVE AGREEMENT  
FOR  
LIBRARY SERVICES**

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

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the citizens residing in unincorporated Skagit County.
- Historically, the City has provided library services to residents and nonresidents alike.
- Non-residents are required to pay a fee for library services.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing services to residents and non-residents.
- The County, in 2009, has made funding available for a portion of the costs to provide services to non-resident users of libraries located within the City.

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

1. During 2009 the County will provide the City a total sum of \$7,208 to assist in providing library services to the citizens of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.

2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.
  - 2.1 The City must provide documentation that non-resident library users pay at least \$10 per library card.
  - 2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.
5. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
  - 6.1 The County's representative shall be the Budget and Finance Director.
  - 6.2 The City's representative shall be the Library Director.
6. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
7. Changes, Modifications, Amendments and Waivers: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
8. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
9. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
10. The term of this agreement is the date of execution through December 31, 2009.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF SEDRO-WOOLLEY**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chairman

\_\_\_\_\_  
Sharon D. Dillon, Commissioner

\_\_\_\_\_  
Ron Wesen, Commissioner

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Budget and Finance Director

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

APPROVED AS TO FORM:

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

ATTEST:

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

OCT 14 2009

PROCLAMATION

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

UNITED WAY CAMPAIGN IN SKAGIT COUNTY  
SEPTEMBER, OCTOBER, NOVEMBER 2009

*WHEREAS, the citizens of the City of Sedro-Woolley are characterized by their determination to help each other in times of need; and*

*WHEREAS, this spirit of caring for one another is expressed by volunteers working with the United Way of Skagit County to raise funds for health and human service needs; and*

*WHEREAS, there are many local non profit agencies that are supported by United Way so health and human service needs can be met; and*

*WHEREAS, the United Way Campaign is an effective and efficient way to raise funds to support the very important work of these agencies*

*NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED BY THE CITY COUNCIL OF the City of Sedro-Woolley that September, October and November are proclaimed "United Way Campaign Months" in Sedro-Woolley. The Mayor and City Council encourage everyone in the community to step forward with vigor and generosity to help your fellow man by volunteering and contributing financially to the United Way.*

*IN TESTIMONY WHEREOF, WE HEREUNTO SET OUR HANDS AND AFFIX THE OFFICIAL SEAL OF OUR OFFICE THIS 14th DAY OF October, 2009.*

Sedro-Woolley City Council

(seal)

Sedro-Woolley, Washington

\_\_\_\_\_  
Mayor

City Council Members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_

AGENCIES/PROGRAMS IN SKAGIT COUNTY RECEIVING FUNDING FROM  
THE UNITED WAY OF SKAGIT COUNTY 2009

THE AMERICAN RED CROSS (2) Anacortes-San Juan Islands Chapter and Mt. Baker Chapter. Provides relief to victims of disaster, helps families prevent, prepare for, and respond to emergencies. Provides training in CPR, First Aid and Babysitting.

THE ANACORTES COMMUNITY SHELTER Provides emergency and transitional shelter for Skagit County families with children, single moms with children and single women.

BOY SCOUTS OF AMERICA-Mt. Baker Council Provides programs for youth which emphasize character development, leadership, cooperation and fitness.

BREAD OF LIFE FOOD BANK Provides food to low income families in the Marblemount /Rockport area.

BRIGID COLLINS SKAGIT VALLEY FAMILY SUPPORT CENTER Provides case management, children's sexual assault therapy and parenting education to treat and/or prevent child abuse and neglect.

CAMP FIRE USA Samish Council A youth development program emphasizing life skills, ethics and leadership. Operates Camp Kirby for members and non-members.

CATHOLIC COMMUNITY SERVICES WW-NW Provides nondenominational mental health therapy, family support and immigration services to low income children and families.

CHINOOK ENTERPRISES Provides vocational training and job placement and assistance for individuals with disabilities.

COMPASS HEALTH Provides mental health and chemical dependency treatment. Components include crisis intervention and assistance for children, adults, seniors and veterans.

CONCRETE FOOD BANK Provides food to low-income families in the Concrete area.

FRIENDS OF WELCOME BABY/BABY TALK A visitation and communication program for all new parents in Skagit County to strengthen parenting skills.

GIRL SCOUTS OF WESTERN WASHINGTON Provides programs for girls from age 5 to 17 to build character and skills. Emphasizes strong values and self worth.

IDEAS FOR LIVING Provides training and support to enhance basic life skills for people with limited resources. The goal is to increase self-sufficiency.

MEALS ON WHEELS Delivers meals on a regular basis to seniors and disabled shut-ins throughout the county.

MOUNT VERNON COMMUNITY WELLNESS COUNCIL Provides programs in Mount Vernon to serve youth and families and promote a safe and healthy community

(over)

**NORTH CASCADES HEALTH COUNCIL** Provides programs in Sedro-Woolley that promote a healthy, safe, substance-free and violence-free community.

**NORTHWEST YOUTH SERVICES** Serves youth/families across Skagit County with services related to housing, counseling, foster care, and community inclusion for youth offenders.

**RETIRED SENIOR VOLUNTEER PROGRAM (R.S.V.P.)** Recruits senior volunteers (age 55 and over) and matches them in meaningful assignments to meet local needs.

**SEA MAR COMMUNITY HEALTH CENTERS** Provides health care and social services for low-income people and the uninsured with special emphasis on the Hispanic community.

**SECRET HARBOR** Provides a continuum of specialized services including residential treatment and therapeutic foster care for youth with severe emotional and behavioral disabilities.

**SKAGIT ADULT DAY CARE** Provides supervised care and social activities for individuals with memory loss and/or physical disabilities.

**SKAGIT COUNCIL ON AGING** Provides senior centers in all major communities in the county to enhance social interaction and activities beneficial to older adults.

**SKAGIT COUNTY COMMUNITY ACTION AGENCY** Umbrella agency of 25+ programs including Emergency Family Shelter, Adult Literacy and Women Infants and Children (WIC).

**SKAGIT DOMESTIC VIOLENCE AND SEXUAL ASSAULT SERVICES** Provides emergency shelter and counseling for victims of domestic violence and sexual assault.

**SKAGIT HABITAT FOR HUMANITY** Provides expertise, labor, materials and loans to local low income families as they build and renovate homes for use and ownership.

**SKAGIT VALLEY FAMILY YMCA** Provides programs and activities for individuals and families. Facilities include a gymnasium, strength training room, and a six-lane pool.

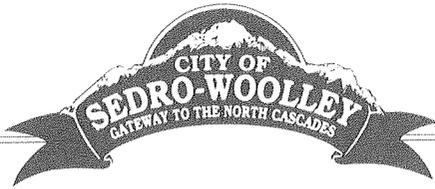
**SPARC (Skagit Preschool and Resource Center)** Provides specialized programs for children with special needs (ages birth to six). Also provides family education and support.

**THE LANDING** A support program for children who have suffered the loss of a friend or family member due to illness, injury, homicide or suicide.

**VISITING NURSE HOME CARE** Helps elderly and disabled people live at home with housekeeping, errands, licensed nursing and personal care - and supports wellness.

**VOLUNTEERS OF AMERICA NORTH SOUND 2-1-1 (Community Information Line)** Helps community members access local health and human service resources.

**YOUTHNET** Provides foster care, parent support, truancy prevention and independent living skills training to high-risk youth and families. Operates Emerson Alternative High School.



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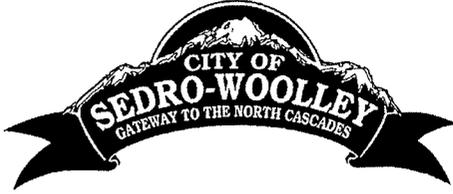
SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

NEW  
BUSINESS

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 14 2009



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. — 1 —

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Riverfront Park Amphitheatre  
DATE: October 14, 2009

ISSUE: Should the Council adopt the attached ordinance allowing for the use and rental of the amphitheatre at Riverfront Park?

BACKGROUND: This has been a pending item for some time now. I apologize for taking so long to return a working draft to you for your review. Attached is such a draft which does the following:

1. Establishes a fee for the rental at \$400.00 for residents and \$650.00 for all others;
2. Includes in the rental fee the use of the large shelter;
3. Allows for the free use of the amphitheatre on a first-come, first-served basis (like the shelters), but without any sound amplification;
4. References the City's noise ordinance which would apply to this use;
5. Allows the City to require a facility monitor and/or police officers, depending on the use and the event; and
6. Allows for additional rules and regulations to be incorporated into the rental agreement.

Shane recommended that the small shelter be included in the rental too. I did not include that as I think the small shelter is far enough away that the additional cost would make the use of the amphitheatre prohibitive.

I see this as an ordinance that may be changed in response to uses in the future. We cannot predict all of the issues today – this allows it to be used and we can respond appropriately as issues develop.

RECOMMENDATION: First Reading Only: Please provide guidance for the next draft.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 12.36 TO ALLOW FOR THE USE AND RENTAL OF THE CITY'S  
AMPHITHEATRE AT RIVERFRONT PARK

Whereas, SWMC 12.36 establishes rules and regulations for the use of City parks and sets fees for use of the City's parks and facilities, and

Whereas, the Sedro-Woolley Rotary Club, the Best Rotary Club in the Universe, built an amphitheater at Riverfront Park and donated it to the City; and

Whereas, the Council desires to allow for the public use and enjoyment of the amphitheatre while also establishing certain rules and regulations for its use to balance its use with the other uses in the park; and

Whereas, the Council desires to establish a rental fee for the use of the amphitheatre to both cover the costs of setting up and taking down the facility as well as long-term maintenance of the facility, now therefore,

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

**Section 1.** A new section is added to SWMC 12.36 as follows:

SWMC 12.36. \_\_\_\_\_. Amphitheatre at Riverfront Park.

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of the amphitheatre at Riverfront Park:

A. Reservations. Reservations for the amphitheatre at Riverfront Park may be made up to one year in advance at City Hall by paying a fee at the time the reservation is made as follows: for residents, four hundred dollars (\$400.00) and for all others, six hundred fifty dollars (\$650.00). This fee includes the use of the large shelter which must also be rented when the amphitheatre is rented. If the reservation is not canceled at least sixty days before the reservation date, it will not be refunded without approval of the mayor, or his/her designee. If the amphitheatre is not reserved, it is available to the public without charge on a first-come, first-served basis, *provided*, that no power shall be supplied and no sound amplification may be used.

B. Noise. Use of this facility is subject to the City's public disturbance noise ordinance, SWMC 9.46, including the provision allowing for the issuance of a permit for weddings, receptions, parties, musicals, theatrical performances or other similar events. It is the express intent of the City Council to allow for the use of the amphitheatre while also allowing the general public to continue to use and enjoy the park and to not unreasonably disturb the residential neighbors.

C. Security/Facility Monitor.

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

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

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

D. Additional Rules and Regulations. In addition to the foregoing, the mayor or his/her designee may make additional rules and regulations for the use of the amphitheatre, and incorporate the same into the agreement to be signed by the user.

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

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

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

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

Attest:

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Patsy Nelson, Finance Director

Approved as to form:

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Eron Berg, City Attorney

Published:



## City of Sedro-Woolley Fire Department

Dean Klinger, Chief  
325 Metcalf Street  
Sedro-Woolley, WA 98284

(360) 855-2252 • Fax (360) 855-0196

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DATE: October 12, 2009  
TO: Mayor Anderson and City Council  
FROM: Dean Klinger, Chief  
SUBJECT: Combination Pumper Award

### **Situation:**

On Friday, October 9<sup>th</sup> the bids were opened for the Triple combination pumper. We only had two bidders. I have attached the bid results to this memo.

The Fire Department will work with the winning bidder through change orders (deletions) to ensure that the price does not exceed the USDA amount.

After reviewing all the bids, I am recommending that the city authorize the Mayor to enter into contract with H&W Emergency Vehicles for the purchase of the engine not to exceed the USDA grant/loan amount of \$450,000.00.

### **Recommended Action:**

Staff recommends that the City Council authorize the Mayor to sign the purchase agreement with H&W Emergency Vehicles for one (1) 2009 Spartan Combination Pumper. With the purchase price not to exceed the USDA grant/loan amount of \$450,000.00.



COMMITTEE

REPORTS

AND

REPORTS

FROM

OFFICERS