

Next Ord: 1657-09

Next Res: 822-09

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)

December 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 December 1, 2009 Work Session)
 - b. Finance
 - Claim Vouchers #67750 to #67874 in the amount of \$876,067.91 (Voided Warrants #67749 & #67842)
 - Payroll Warrants #46607 to #46715 in the amount of \$248,487.13
 - c. Fire Department Training Facility Fees
 - d. Interlocal Agreement with Dept. of General Administration for Purchasing
 - e. Professional Services Agreement with Widener & Associates 2009-PS-13
 - f. Professional Services Agreement with SFE Global
 - g. Interfund Loan Resolution 820-09
 - h. 2010 Census Partner Resolution 821-09
 - i. Amendment No. 1 to the Professional Services Agreement 2008-PS-12 for Widener and Associates
 - j. Misc. Annual Contracts/Agreements
 1. Loggerodeo
 2. Chamber of Commerce
 3. Tulip Festival
 4. Sedro-Woolley Riding Club
 5. Sedro-Woolley Farmers Market
 6. Sedro-Woolley Museum
 7. Lincoln Theatre Center
 8. Shakespeare Northwest
 9. Skagit Opera
 10. Skagit River Bald Eagle Interpretive Center
 - k. Request for Out of State Travel - Library
4. 2010 US Census Presentation
 5. Public Comment (Limited to 3-5 minutes)

PUBLIC HEARING

6. Sewer Rates & Fees Ordinance (*action requested*)

UNFINISHED BUSINESS

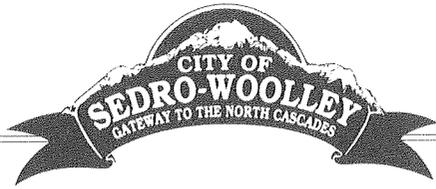
7. Fire Station 2 site layout (*action requested*)

NEW BUSINESS

8. 2009 Budget Amendment #4 Ordinance (*action requested*)
9. 2010 Salary Ordinance (*action requested*)
10. Banking Services Ordinance (*action requested*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

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



DATE: December 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 December 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.

DEC 09 2009

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

CITY OF SEDRO-WOOLLEY

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

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

ROLL CALL: Present: Mayor Anderson, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Finance Director Nelson, 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 #67647 to #67748 in the amount of \$1,206,344.32
 - Payroll Warrants #46499 to #46606 in the amount of \$161,837.44
- Resolution 819-09 – City of Wapato Jail Contract

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

Award Commendation to Allan Oudman

Police Chief Wood presented a Citizens Certificate of Commendation to Allan Oudman for assisting the Sedro-Woolley Police Department in the apprehension of a suspect of a motor vehicle theft. Oudman received a round of applause.

Officer Storie also thanked Mr. Oudman for his assistance.

Public Comment

Robert Melder – 596 Township St., addressed the Council regarding parking issues on Township Street in the vicinity of his address. He passed out a report which summarized his concerns and suggested solutions to the parking issues. He also noted a recent traffic accident in the area.

Mayor Anderson noted for the record that he has not spoken to anyone from the Casa Del Rosa apartments as indicated in Melder's letter.

Council discussion ensued regarding safety and visibility within the area.

J.B. Bryson – 24663 Minkler Rd., addressed the Council regarding some rezone concerns.

City Supervisor/Attorney Berg advised Mr. Bryson that he may be a little premature in his presentation. He noted the Council has not yet received the recommendation from the Planning Commission regarding rezone changes. Mayor Anderson noted he will advise Bryson when the meeting will occur which is anticipated sometime in January.

Discussion ensued regarding the rezone process.

PUBLIC HEARING

2010 Budget

Finance Director Nelson highlighted the 2010 budget. She noted the budget does not include any funding for agenda item 9 (Museum Roof).

Some discussion ensued regarding the Museum roof funding.

Mayor Anderson opened the public hearing at 7:24 P.M.

No public comment received.

Mayor Anderson closed the public hearing at 7:24 P.M.

Councilmember Storrs moved to approve Ordinance No. 1653-09 An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington for the Fiscal Year Ending December 31, 2010. Seconded by Councilmember Colgan.

Discussion took place regarding projected revenues. Motion carried (7-0).

UNFINISHED BUSINESS

Property Tax Levy Ordinances

Finance Director Nelson reviewed two proposed ordinances regarding the establishment of the 2010 property taxes. Nelson noted that since the last meeting we have received the preliminary assessed value from the Assessor's office for 2010 taxes. The 2010 preliminary valuation is 82 million less than 2009 in general taxes and 83 million less than 2009 which is a 9% reduction. She also noted that the City has no control over whether someone's property value would go up or down.

The Mayor noted that bottom line the tax will be the same amount as last year if both ordinances are passed. No new revenue is being generated with the exception of new construction.

Councilmember Galbraith moved to approve Ordinance No. 1654-09 An Ordinance of the City of Sedro-Woolley Approving the Property Tax Levy. Councilmember Meamber seconded. Motion carried (7-0).

Councilmember Galbraith moved to approve Ordinance No. 1655-09 An Ordinance of the City of Sedro-Woolley Making a Declaration of Substantial Need for Purposes of Setting the Limit Factor for the Property Tax Levy for 2010. Councilmember Meamber seconded. Motion carried (7-0).

Establish of Building Maintenance Reserve Fund

Finance Director Nelson presented the second reading for the establishment of a building maintenance reserve fund.

Councilmember London moved to adopt Ordinance No. 1656-09 An Ordinance Establishing the Building Maintenance Reserve Fund and Amending Portions of Sedro-Woolley Municipal Code Chapter 3.72.010. Seconded by Councilmember Splane. Motion carried (7-0).

Sedro-Woolley Museum Roof

City Supervisor/Attorney Berg reviewed background information regarding the Museum building roof and some issues with a bulging wall which may present difficulties in obtaining bids. Berg requested Council direction.

Discussion was held to include the make up of the wall, opening the wall up for better inspection, condition of remaining walls, potential damage to items stored in building, costs, funding issues, potential use of vacant apartments in upstairs, bidding requirements, trussing the roof and code requirements. Council consensus was to refer the issue to Finance Committee.

Sewer Rate Increase

City Supervisor/Attorney Berg reviewed preliminary information regarding the sewer rate outlook prepared by Katy Isaksen & Associates. The outlook presented two rate scenarios for discussion. Due to the current economic conditions staff is recommending the Council give consideration to a \$2.00 per month increase (originally scheduled for a \$5.00 per month increase). Berg noted that no action is necessary at this meeting. The topic will be discussed further at the December 9, 2009 meeting.

Reserve funds were discussed.

2009 Comprehensive Plan Docket Update

Planner Moore updated the Council on the progression of the 2009 Comp Plan Docket. He noted the Planning Commission has completed its review and the proposed

amendments have been sent to the Washington State Department of Commerce for their 60-day review. The SEPA is being prepared with Council action to be requested after the first of the year. Moore noted the Planning Commission has had ten meetings regarding the Comp Plan with seven of those being public hearings.

Council requested to see the results sooner than later. The Comp Plan update will be presented to Council at their December 1st worksession and the December 9th Council meeting.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Planner Moore – highlighted a new column on the permit review status report for code enforcement issues.

City Supervisor/Attorney Berg – noted the Christmas tree will be going up on Saturday.

Councilmember Meamber – wished everyone a Happy Thanksgiving.

Councilmember Colgan – questioned the test light standard.

Berg noted that it has not been installed but the new attorney's office next to Skagit State Bank has installed one that is similar.

Councilmember London – questioned a trucking outfit utilizing a vacant lot near E & E Lumber and requested it to be investigated.

Mayor Anderson – presented kudos to Councilmember Tony Splane for information regarding the “Red” clothing donation boxes. He also reviewed the possibility of changing the ordinance for the Council meeting prior to the Thanksgiving holiday. Mayor Anderson wished everyone a Happy Thanksgiving.

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

The Meeting adjourned at 8:21 P.M.

DEC 09 2009

CITY OF SEDRO-WOOLLEY

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

Council Work Session
December 1, 2009 – 7:00 P.M. – Fire Training Room

The Worksession was called to order at 7:00 P.M by Mayor Anderson who opened the floor for public comment.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: City Supervisor/Attorney Berg, Planner Moore and Fire Chief Klinger. Also present was Councilmember Elect Sandström.

Public Comment

Dale Robertson from the Sedro-Woolley Museum asked about the roof at the museum. Mayor Anderson recapped the discussion at the last Council meeting. Carolyn Freeman also addressed the council regarding the roof. Robertson indicated that the wall is structurally sound.

Dean Berkley from American Pole addressed his disappointment that the City does not purchase his poles. He stated the City did not purchase his poles at the intersection of SR20 & Fruitdale, City Hall, the Roundabout project and the decorative poles in front of the new lawyer's building on Murdock. He is very disappointed that his own town doesn't have his poles.

The worksession moved to the agenda item at 7:30 P.M.

Planning Commission Recommendation on 2009 Comprehensive Plan Docket

- Planner Moore presented the Planning Commission's recommendations on the 2009 Comp Plan. Council asked about how the Planning Commission held their public process, how they addressed buffers and about public participation.
- Bob Ruby addressed the Council concerning the proposed rezone at Cook and Trail Roads. He is one of the owners of that property and would prefer it to remain R-15 because he doesn't think the economy will support commercial redevelopment. He would like the site to remain R-15, or leave an overlay or at most rezone only the Cook Road frontage to mixed commercial.

- Planner Moore addressed each recommendation in detail as follows:
 - CPA-1-09 (Economic Element): extensive text changes to this Comp Plan element.
 - CPA-2-09 (Public Utility Element): Changes mostly provided by the utility companies.
 - CPA-3-09: Reformatting with no discussion.
 - CPA-4-00 (City-wide Rezone): Detailed presentation on the Planning Commission's recommendations by zone and location.
- Planner Moore discussed in detail the proposed changes to the landscaping requirements. Discussion regarding setbacks and buffers ensued with a number of questions asked. Both Moore and councilmember-elect Sandström responded with explanations of the Planning commission's recommendations.

Mayor Anderson requested to wrap up the discussion due to the late time.

Stormwater Retrofit and Low-Impact Development Grant Program *(added)*

- City Supervisor/Attorney Berg discussed a Stormwater Retrofit and Low-Impact Development Grant application that was made today. It had been presented to the Council in the past. Berg stated that he signed the application and requested that the Council confirm and ratify the application.

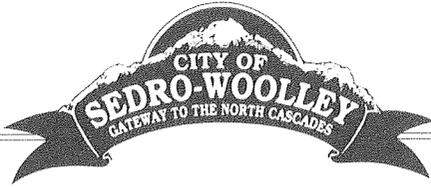
Councilmember Meamber moved to ratify the City Supervisor's signature on the SWR-LID Grant Application to Department of Ecology. Seconded by Councilmember Galbraith. Motion passed (7-0).

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

The worksession adjourned at 9:15 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 09 2009



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

CITY OF SEDRO-WOOLLEY

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

MEMO TO: City Council and Mayor Anderson

FROM: Cheryl Brue, Accounts Payable *Brue*

RE: Change in Warrant Register Totals

DATE: December 9, 2009

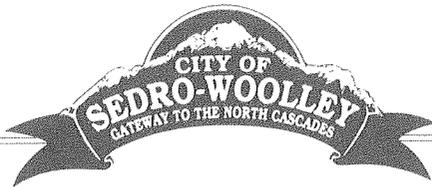
ISSUE:

Upon review of the warrant run for the December 9, 2009 Council meeting an error was discovered in Warrant # 67842. The warrant was run in the amount of \$8,102.91 to Sjostrom Law Office and should have been in the amount of \$4,051.50. This occurred due to a double posting of the invoice. The original warrant was voided and claims warrant #67874 was reissued in the correct amount of \$4,051.50.

The agenda has been amended to reflect the change in the Consent Calendar section as follows:

b. Finance

- Claim Vouchers #67750 to #67874 in the amount of \$876,067.91 (Voided warrants #67749 and #67842)



DATE: December 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 December 9, 2009.

Motion to approve Claim Vouchers #67750 to #67874 in the amount of \$876,067.91. (Voided Warrant #67749 & #67842)

Motion to approve Payroll Warrants #46607 to #46715 in the amount of \$248,487.13.

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

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/09/2009 (Printed 12/08/2009 10:01)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
67750	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	472.60
		POSTAGE	SAN	225.39
		AUTO FUEL/DIESEL	SWTR	29.10
		WARRANT TOTAL		727.09
67751	A-1 MOBILE LOCK & KEY	REPAIR & MAINTENANCE	FIN	156.89
		WARRANT TOTAL		156.89
67752	ACTION COMMUNICATIONS INC	REPAIRS/MAINT-EQUIP	FD	16.23
		WARRANT TOTAL		16.23
67753	AFRS	PROFESSIONAL SERVICES	FD	75.00
		WARRANT TOTAL		75.00
67754	ANDERSON, MIKE	MEALS/TRAVEL	EXE	12.10
		WARRANT TOTAL		12.10
67755	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	17.14
		MISC-LAUNDRY	CEM	25.59
		MISC-LAUNDRY	ST	25.72
		MISC-LAUNDRY	ST	21.49
		MISC-LAUNDRY	ST	25.72
		LAUNDRY	SWR	45.52
		LAUNDRY	SWR	24.39
		LAUNDRY	SWR	45.52
WARRANT TOTAL		231.09		
67756	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	8,412.28
		WARRANT TOTAL		8,412.28
67757	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	91.21
		AUTO FUEL	PD	1,183.87
		AUTO FUEL/DIESEL	FD	414.43
		AUTO FUEL/DIESEL	ST	62.66
		AUTO FUEL/DIESEL	ST	193.29
		AUTO FUEL/DIESEL	ST	266.17
		AUTO FUEL/DIESEL	SWR	141.69
		AUTO FUEL/DIESEL	SWR	85.67
		AUTO FUEL/DIESEL	SWR	38.39
		AUTO FUEL/DIESEL	SWR	204.99
		OPERATING SUPPLIES	SAN	38.40
		AUTO FUEL/DIESEL	SAN	1,358.07
		AUTO FUEL/DIESEL	SAN	1,332.92
		AUTO FUEL/DIESEL	SWTR	107.93
		AUTO FUEL/DIESEL	SWTR	86.73
WARRANT TOTAL		5,606.42		
67758	BANK OF AMERICA	SUPPLIES	EXE	259.68
		SUPPLIES	EXE	50.98
		SUPPLIES	EXE	11.66
		WARRANT TOTAL		322.32

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/09/2009 (Printed 12/08/2009 10:01)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
67759	BANK OF AMERICA	SUPPLIES	LIB	117.90
		BOOKS SKAGIT COUNTY	LIB	166.74
		WARRANT TOTAL		284.64
67760	BANK OF AMERICA	SUPPLIES & BOOKS	FD	79.92
		WARRANT TOTAL		79.92
67761	BANK OF AMERICA	REPAIR/MAINTENANCE	SAN	627.49
		WARRANT TOTAL		627.49
67762	BAY CITY SUPPLY	OPERATING SUP - RIVERFRONT	PK	114.69
		OPERATING SUP - SENIOR CTR	PK	127.31
		OPERATING SUP - SENIOR CTR	PK	68.27
		OPERATING SUP - CITY HALL	PK	98.61
		REPAIR/MAINT-CITY HALL	PK	13.53
		MAINTENANCE OF LINES	SWR	202.66
		WARRANT TOTAL		625.07
67763	BEITLER, HAROLD	RETIRED MEDICAL	PD	1,272.00
		WARRANT TOTAL		1,272.00
67764	BERG VAULT COMPANY	LINERS	CEM	1,813.00
		WARRANT TOTAL		1,813.00
67765	ECOTONE SOLUTIONS LLC	PROFESSIONAL SERVICES	ENG	665.00
		WARRANT TOTAL		665.00
67766	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	117.38
		UNIFORMS/ACCESSORIES	PD	124.38
		UNIFORMS/ACCESSORIES	PD	231.33
		WARRANT TOTAL		473.09
67767	BOULDER PARK, INC	SOLIDS HANDLING	SWR	5,620.19
		WARRANT TOTAL		5,620.19
67768	BOUND TREE CORPORATION	OPERATING SUPPLIES	FD	59.48
		WARRANT TOTAL		59.48
67769	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		PROF SVC-PROSECUTING ATTY	LGL	483.62
		WARRANT TOTAL		2,983.62
67770	BURLINGTON FAM. PRACTICE	OPERATING SUPPLIES	SAN	95.00
		WARRANT TOTAL		95.00
67771	CEMEX	REPAIR/MAINT-STREETS	ST	214.24
		REPAIR/MAINT-STREETS	ST	214.24
		WARRANT TOTAL		428.48
67772	CITIES INSURANCE ASSOC.	PROFESSIONAL SERVICES	PD	1,000.00
		WARRANT TOTAL		1,000.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
67773	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	PLN	9.26
		SUPPLIES	ENG	9.25
		OFF/OPER SUPPS & BOOKS	INSP	9.26
		WARRANT TOTAL		27.77
67774	COMCAST	INTERNET SERVICES	IT	99.95
		WARRANT TOTAL		99.95
67775	COSMOPOLITAN ENGINEERING GROUP	PROF SVS-ENGINEERING	SWR	27,500.00
		WARRANT TOTAL		27,500.00
67776	HSBC BUSINESS SOLUTIONS	OFFICE/OPERATING SUPPLIES	PD	104.81
		WARRANT TOTAL		104.81
67777	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	230.20
		REPAIR & MAINT - AUTO	PD	237.82
		WARRANT TOTAL		468.02
67778	CRAWFORD GARAGE DOORS INC	REPAIR/MAINT-EQUIP & BLDG	CEM	102.79
		WARRANT TOTAL		102.79
67779	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	129.75
		WARRANT TOTAL		129.75
67780	DC'S PRINTING & AWARDS	EMPLOYEE RECOGNITION	EXE	53.02
		OPERATING SUPPLIES	SAN	28.02
		WARRANT TOTAL		81.04
67781	DAY WIRELESS SYSTEMS INC	REPAIR & MAINT - AUTO	PD	229.92
		WARRANT TOTAL		229.92
67782	DOUGHER, MELISSA	HEALTH CLUB	PD	180.00
		WARRANT TOTAL		180.00
67783	E & E LUMBER	REPAIRS/MAINTENANCE	PK	55.71
		REPAIRS/MT-RIVERFRONT	PK	20.80
		REPAIR/MT-MEMORIAL PARK	PK	9.12
		OPERATING SUPPLIES	ST	27.11
		SMALL TOOLS/MINOR EQUIP	ST	15.92
		MAINTENANCE OF LINES	SWR	178.75
		OPERATING SUPPLIES	SWR	6.10
		OPERATING SUPPLIES	SAN	12.97
		WARRANT TOTAL		326.48
67784	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	986.00
		WARRANT TOTAL		986.00
67785	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	24.23
		SUPPLIES	FIN	178.24
		SUPPLIES	FIN	18.38
		SUPPLIES	FIN	95.39
		OFFICE SUPPLIES	SAN	7.13

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/09/2009 (Printed 12/08/2009 10:01)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		323.37
67786	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	91.75
		WARRANT TOTAL		91.75
67787	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	35.20
		WARRANT TOTAL		35.20
67788	FELLER HEATING & AIR COND	MAINT OF GENERAL EQUIP	SWR	128.49
		WARRANT TOTAL		128.49
67789	FEI-SEATTLE WW #1539	MAINT OF GENERAL EQUIP	SWR	95.61
		WARRANT TOTAL		95.61
67790	FIELD & STREAM	BOOKS SKAGIT COUNTY	LIB	38.97
		WARRANT TOTAL		38.97
67791	FLINT TRADING INC	MAINTENANCE OF LINES	SWR	715.52
		WARRANT TOTAL		715.52
67792	GALE GROUP	CATALOGUE SUBSCRIPTION	LIB	2,217.84
		WARRANT TOTAL		2,217.84
67793	G.G. EXCAVATION INC.	TOWNSHIP SIDEWALK CONST	AST	4,020.22
		CONST-FRUITDALE MCGARIGLE	AST	308,846.79
		WARRANT TOTAL		312,867.01
67794	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	270.39
		EQUIPMENT LEASES	CS	309.56
		REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		719.58
67795	GUARDIAN SECURITY	NETWORK HARDWARE	IT	1,077.67
		WARRANT TOTAL		1,077.67
67796	GUTIERREZ, JIM	FEES-CDL ENDORCEMENT	ST	95.00
		WARRANT TOTAL		95.00
67797	H.B. JAEGER CO. LLC	CONST-FRUITDALE MCGARIGLE	AST	54.10
		WARRANT TOTAL		54.10
67798	HELDREF PUBLICATIONS	BOOKS, PERIOD, RECORDS	LIB	41.00
		WARRANT TOTAL		41.00
67799	HERTZ EQUIPMENT RENTAL	PORTABLE EQUIPMENT	SWR	182.87
		WARRANT TOTAL		182.87
67800	HSCB BUSINESS SOLUTIONS	SMALL TOOLS & MINOR EQUIP	SAN	145.52
		WARRANT TOTAL		145.52
67801	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	23.71
		REPAIRS & MAINTENANCE	PD	75.74

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/09/2009 (Printed 12/08/2009 10:01)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		EQUIPMENT LEASE	FD	23.72
		EQUIPMENT LEASE	FD	75.74
		WARRANT TOTAL		198.91
67802	INGRAM LIBRARY SERVICES	BOOKS SKAGIT COUNTY	LIB	83.74
		WARRANT TOTAL		83.74
67803	INTERWEST CONSTRUCTION	CONST-SKAGIT PROJECT	AST	20,885.84
		CONST - SKAGIT PROJECT PUD	AST	12,886.38
		OTHER IMPROVEMENTS	SWR	1,769.59
		WARRANT TOTAL		35,541.81
67804	INSITUFORM	OTHER IMPROVEMENTS	SWR	75,703.83
		OTHER IMPROVEMENTS	SWR	58,385.70
		WARRANT TOTAL		134,089.53
67805	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	88.38
		WARRANT TOTAL		88.38
67806	LJF DOCUMENT IMAGING SERVICES	PROFESSIONAL SERVICES	ENG	317.75
		WARRANT TOTAL		317.75
67807	LABCORP	PROFESSIONAL SERVICES	SWR	56.75
		WARRANT TOTAL		56.75
67808	LADIES HOME JOURNAL	BOOKS SKAGIT COUNTY	LIB	16.97
		WARRANT TOTAL		16.97
67809	LAKESIDE INDUSTRIES	REPAIR/MAINT-STREETS	ST	1,512.15
		WARRANT TOTAL		1,512.15
67810	LEONARD BOUDINOT & SKODJE	CONST-FRUITDALE MCGARIGLE	AST	39,595.09
		CONST-PUD FRUITDALE MCGARG	AST	3,167.07
		WARRANT TOTAL		42,762.16
67811	LEGACY TELECOMMUNICATIONS INC	REPAIRS/MAINT-EQUIP	FD	173.31
		MAINTENANCE CONTRACTS	SWR	1,787.90
		MAINT OF GENERAL EQUIP	SWR	321.90
		WARRANT TOTAL		2,283.11
67812	LIBRARY CORPORATION (THE)	SOFTWARE - CATELOGUE	LIB	541.00
		SOFTWARE - CATELOGUE	LIB	10,740.96
		WARRANT TOTAL		11,281.96
67813	LOGGERS AND CONTRACTORS	MAINT OF GENERAL EQUIP	SWR	18.81
		WARRANT TOTAL		18.81
67814	LIFE TEK, INC	SUPPLIES & BOOKS	FD	18.94
		WARRANT TOTAL		18.94
67815	MARY JANES FARM	BOOKS SKAGIT COUNTY	LIB	29.95
		WARRANT TOTAL		29.95

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/09/2009 (Printed 12/08/2009 10:01)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
67816	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
67817	MCILRATH, DAN	HEALTH CLUB	PD	77.85
		WARRANT TOTAL		77.85
67818	MARTIN MARIETTA MATERIALS	CONTRACTED OVERLAY	ST	166.02
		CONTRACTED OVERLAY	ST	62.38
		CONST-FRUITDALE MCGARIGLE	AST	162.30
		WARRANT TOTAL		390.70
67819	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	66.29
		REPAIRS/MAINT-EQUIP	SAN	10.82
		REPAIRS/MAINT-EQUIP	SAN	4,742.81
		WARRANT TOTAL		4,819.92
67820	MUNICIPAL EMERGENCY SVC	REPAIRS/MAINT-EQUIP	FD	55.60
		WARRANT TOTAL		55.60
67821	NEXTEL COMMUNICATIONS	TELEPHONE	PD	414.36
		WARRANT TOTAL		414.36
67822	NORTH CASCADE FORD	REPAIR & MAINTENANCE	CS	460.27
		WARRANT TOTAL		460.27
67823	OASYS	REPAIRS & MAINTENANCE	PD	137.75
		REPAIRS/MAINT-EQUIP	FD	137.74
		REPAIR/MAINTENANCE-EQUIP	LIB	44.64
		WARRANT TOTAL		320.13
67824	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	.79
		SUPPLIES/BOOKS	PLN	6.49
		SUPPLIES	ENG	.78
		SUPPLIES	ENG	6.49
		OFFICE/OPERATING SUPPLIES	PD	67.00
		OFFICE SUPPLIES	FD	55.10
		OFF/OPER SUPPS & BOOKS	INSP	.79
		OFF/OPER SUPPS & BOOKS	INSP	6.49
		CONST-FRUITDALE MCGARIGLE	AST	17.35
		OPERATING SUPPLIES	SWTR	70.35
		WARRANT TOTAL		231.63
67825	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	SWR	150.92
		WARRANT TOTAL		150.92
67826	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	206.98
		REPAIR & MAINT - AUTO	PD	108.16
		REPAIR & MAINT - AUTO	PD	108.16
		REPAIR & MAINT - AUTO	PD	108.16
		REPAIRS/MAINT-EQUIP	FD	607.24
		REPAIR/MAINTENANCE-EQUIP	ST	29.41
		REPAIRS/MAINT-EQUIP	SAN	78.39

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS/MAINT-EQUIP	SAN	1,650.96
		WARRANT TOTAL		2,897.46
67827	PIERCE, DAVE	HEALTH CLUB	PD	180.00
		WARRANT TOTAL		180.00
67828	PROPORCE LAW ENFORCEMENT	AMMUNITION	PD	269.36
		WARRANT TOTAL		269.36
67829	PRINTWISE, INC.	SUPPLIES	FIN	482.71
		WARRANT TOTAL		482.71
67830	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	SWR	61.58
		WARRANT TOTAL		61.58
67831	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	39.56
		REPAIRS & MAINTENANCE	PD	9.83
		UTILITIES-RIVERFRONT	PK	377.51
		UTILITIES-COMMUNITY CTR	PK	152.81
		UTILITIES-SENIOR CENTER	PK	318.45
		UTILITIES-TRAIN	PK	60.11
		UTILITIES-HAMMER SQUARE	PK	284.31
		UTILITIES-BINGHAM & MEMORIAL P		65.33
		UTILITIES - SHOP	PK	100.50
		UTILITIES - OTHER	PK	9.83
		PUBLIC UTILITIES-MUSEUM	PK	9.83
		PUBLIC UTILITIES-MUSEUM	PK	62.20
		PUBLIC UTILITIES-CITY HALL	PK	2,237.40
		PUBLIC UTILITIES	CEM	69.81
		PUBLIC UTILITIES	ST	101.94
		PUBLIC UTILITIES	ST	68.81
		PUBLIC UTILITIES	ST	82.73
		PUBLIC UTILITIES	ST	232.24
		CONST-FRUITDALE MCGARIGLE	AST	302.10
		PUBLIC UTILITIES	LIB	265.69
		ADVERTISING	HOT	20.93
		PUBLIC UTILITIES	SWR	8,472.26
		PUBLIC UTILITIES	SAN	127.50
		WARRANT TOTAL		13,471.68
67832	REFLECTIVE APPAREL FACTORY, INC.	OPERATING SUPPLIES	SAN	226.36
		WARRANT TOTAL		226.36
67833	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	76.14
		WARRANT TOTAL		76.14
67834	RICK'S REFRIGERATION INC.	SOLID WASTE DISPOSAL	SAN	163.38
		WARRANT TOTAL		163.38
67835	RONK BROTHERS, INC.	REPAIR/MAINT-LIBRARY	PK	331.59
		WARRANT TOTAL		331.59

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
67836	SCADA & CONTROLS ENGINEERING INC	CONST-FRUITDALE MCGARIGLE	AST	1,811.45
		WARRANT TOTAL		1,811.45
67837	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	328.85
		WARRANT TOTAL		328.85
67838	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	ST	15.76
		REPAIR/MAINTENANCE-EQUIP	ST	9.05
		OPERATING SUPPLIES	SWR	60.59
		REPAIRS/MAINT-EQUIP	SAN	16.47
		WARRANT TOTAL		101.87
67839	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	10,857.25
		WARRANT TOTAL		10,857.25
67840	SIGNATURE FORMS INC.	SUPPLIES	FIN	236.91
		WARRANT TOTAL		236.91
67841	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	76.85
		WARRANT TOTAL		76.85
67843	SKAGIT COUNTY SHERIFF	PRISONERS	PD	14,094.98
		WARRANT TOTAL		14,094.98
67844	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	123.61
		WARRANT TOTAL		123.61
67845	SKAGIT FARMERS SUPPLY	REPAIR/MAINT-CITY HALL	PK	38.93
		OPERATING SUPPLIES-PROPANE	ST	9.72
		WARRANT TOTAL		48.65
67846	SKAGIT VALLEY HOSPITAL	PRISONERS	PD	349.00
		PRISONERS	PD	115.00
		WARRANT TOTAL		464.00
67847	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	33.75
		MISC-DUES/SUBSCRIPTIONS	PK	352.30
		WARRANT TOTAL		386.05
67848	SMILEY'S INC.	MAINT OF GENERAL EQUIP	SWR	1,158.06
		WARRANT TOTAL		1,158.06
67849	SLEEP MASTERS	REPAIRS/MAINT-DORM	FD	1,707.40
		WARRANT TOTAL		1,707.40
67850	SORSDAL, HEATHER	HEALTH CLUB	PD	180.00
		WARRANT TOTAL		180.00
67851	SPORTS ILLUSTRATED	BOOKS SKAGIT COUNTY	LIB	55.96
		WARRANT TOTAL		55.96
67852	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	2,728.00
67853	TASTE OF HOME	BOOKS SKAGIT COUNTY LIB	29.98
		WARRANT TOTAL	29.98
67854	TERRA-SOURCE LLC	PROFESSIONAL SERVICES SWR	825.00
		WARRANT TOTAL	825.00
67855	TKE CORP	REPAIR & MAINTENANCE CS	658.90
		WARRANT TOTAL	658.90
67856	TIME	BOOKS SKAGIT COUNTY LIB	110.88
		WARRANT TOTAL	110.88
67857	TRUE VALUE	OPERATING SUPPLIES FD	11.66
		OPERATING SUPPLIES FD	7.56
		OPERATING SUPPLIES FD	12.96
		OPERATING SUP - COMM CENTER PK	22.12
		SMALL TOOLS & MINOR EQUIP PK	13.29
		SMALL TOOLS & MINOR EQUIP PK	46.50
		REPAIRS/MT-RIVERFRONT PK	79.87
		REPAIRS/MT-RIVERFRONT PK	1.53
		REPAIRS/MT-RIVERFRONT PK	38.91
		REPAIR/MT-BINGHAM PARK PK	57.31
		REPAIR/MT-SMALL TOOLS EQUIP PK	411.14
		REPAIR/MAINT-LIBRARY PK	110.69
		HOLIDAY DISPLAYS PK	129.47
		HOLIDAY DISPLAYS PK	58.34
		HOLIDAY DISPLAYS PK	95.82
		SMALL TOOLS/MINOR EQUIP ST	34.60
		OPERATING SUPPLIES SAN	3.83
		WARRANT TOTAL	1,135.60
67858	UNIVAR USA INC	OP SUPPLIES-CHEMICALS SWR	2,607.64
		OP SUPPLIES-CHEMICALS SWR	116.72
		WARRANT TOTAL	2,490.92
67859	VALLEY AUTO SUPPLY	MAINTENANCE OF VEHICLES SWR	54.22
		OPERATING SUPPLIES SWR	14.37
		REPAIRS/MAINT-EQUIP SAN	48.96
		REPAIRS/MAINT-EQUIP SAN	85.15
		SMALL TOOLS & MINOR EQUIP SAN	172.04
		WARRANT TOTAL	374.74
67860	VERIZON WIRELESS	TELEPHONE EXE	66.67
		TELEPHONE FIN	66.70
		TELEPHONE LGL	66.67
		TELEPHONE IT	66.67
		NEXTEL CELL PHONES	66.67
		NEXTEL CELL PHONES	48.38
		TELEPHONE PD	559.13
		TELEPHONE FD	86.02

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/09/2009 (Printed 12/08/2009 10:01)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	FD	145.14
		TELEPHONE	PK	100.67
		TELEPHONE	CEM	24.19
		TELEPHONE	ST	97.25
		NEXTEL CELL PHONES		233.32
		NEXTEL CELL PHONES	SAN	181.88
		WARRANT TOTAL		1,809.36
67861	VERIZON NORTHWEST	TELEPHONE	PD	28.77
		TELEPHONE	PD	58.21
		TELEPHONE	PK	89.56
		TELEPHONE	CEM	67.76
		TELEPHONE	LIB	117.68
		TELEPHONE	SAN	45.99
		WARRANT TOTAL		407.97
67862	WASHINGTON LIFTRUCK	MAINTENANCE OF VEHICLES	SWR	835.57
		REPAIRS/MAINT-EQUIP	SAN	835.58
		WARRANT TOTAL		1,671.15
67863	WA ST DEPT OF TRANSPORT	CONST-FRUITDALE MCGARIGLE	AST	338.70
		WARRANT TOTAL		338.70
67864	WA ST DEPT OF TRANS	TOWNSHIP SIDEWALK CONST	AST	688.74
		CONST-FRUITDALE MCGARIGLE	AST	769.87
		WARRANT TOTAL		1,458.61
67865	WA ST DEPT OF AGRICULTURE	MISC-TUITION/REGISTRATION	ST	33.00
		MISC-TUITION/REGISTRATION	ST	33.00
		MISC-TUITION/REGISTRATION	ST	33.00
		MISC-DUES/SUBSCRIPTIONS	SWR	33.00
		MISC-DUES/SUBSCRIPTIONS	SWR	33.00
		WARRANT TOTAL		165.00
67866	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		6,599.83
		WARRANT TOTAL		6,599.83
67867	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	7,608.51
		WARRANT TOTAL		7,608.51
67868	WEST PAYMENT CTR	PUBLICATIONS	JUD	300.01
		WARRANT TOTAL		300.01
67869	WELCH, DAVID	HEALTH CLUB	PD	180.00
		WARRANT TOTAL		180.00
67870	WESTERN PETERBILT, INC.	EQUIP & VEHICLES	SAN	174,546.56
		WARRANT TOTAL		174,546.56
67871	WINN, ELIJAH	BUILDINGS & STRUCTURES	CEM	150.00
		WARRANT TOTAL		150.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
67872	WOOD'S LOGGING SUPPLY INC	POSTAGE PD	9.95
		POSTAGE FD	6.65
		POSTAGE FD	6.78
		OPERATING SUP - CITY HALL PK	94.13
		REPAIR/MAINT-EQUIP & BLDG CEM	19.41
		OPERATING SUPPLIES ST	47.59
		OPERATING SUPPLIES SWR	9.10
		WARRANT TOTAL	193.61
67873	OLD WORLD CONSTRUCTION	GARBAGE/EXTRA TAGS	8.70
		WARRANT TOTAL	8.70
67874	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP SWR	3,134.60
		MISC-FILING FEES/LIEN EXP SAN	916.90
		WARRANT TOTAL	4,051.50
		RUN TOTAL	876,067.91

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	67,345.26
101	PARK FUND	6,258.49
102	CEMETERY FUND	2,289.69
103	STREET FUND	3,730.21
104	ARTERIAL STREET FUND	393,546.00
105	LIBRARY FUND	14,759.53
108	STADIUM FUND	20.93
401	SEWER FUND	192,285.95
412	SOLID WASTE FUND	20,991.18
425	STORMWATER	294.11
501	EQUIPMENT REPLACEMENT FUND	174,546.56
TOTAL		876,067.91

DEPARTMENT	AMOUNT
001 000 000	6,599.83
001 000 011	33.75
001 000 012	5,609.74
001 000 013	454.11
001 000 014	1,323.60
001 000 015	3,173.90
001 000 017	1,244.29
001 000 018	1,790.33
001 000 019	16.54
001 000 020	1,114.32
001 000 021	30,913.84
001 000 022	15,054.47
001 000 024	16.54
FUND CURRENT EXPENSE FUND	67,345.26
101 000 076	6,258.49
FUND PARK FUND	6,258.49
102 000 036	2,289.69
FUND CEMETERY FUND	2,289.69
103 000 042	3,730.21
FUND STREET FUND	3,730.21
104 000 042	393,546.00
FUND ARTERIAL STREET FUND	393,546.00
105 000 072	14,759.53
FUND LIBRARY FUND	14,759.53
108 000 019	20.93
FUND STADIUM FUND	20.93
401 000 035	192,285.95
FUND SEWER FUND	192,285.95
412 000 000	8.70
412 000 037	20,982.48
FUND SOLID WASTE FUND	20,991.18
425 000 039	294.11
FUND STORMWATER	294.11
501 000 412	174,546.56
FUND EQUIPMENT REPLACEMENT FUND	174,546.56
TOTAL	876,067.91



City of Sedro-Woolley Fire Department

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

(360) 855-2252 • Fax (360) 855-0196

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 09 2009

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

MEMORANDUM

To: Mike Anderson, Mayor & City Council Members
From: Todd Olson, Assistant Fire Chief
Date: Nov. 19th 2009
RE: Training Facility Fees

Facility Fee Changes:

In red you will see the changes made. A copy of the original fee schedule is also attached. After several request of providing vehicles for extrication by other Fire agencies, we have added additional fees to cover this cost. The Fire Department has a verbal agreement with Arts wrecking yard to provide these vehicles to us at a fee of 40 dollars a vehicle starting after the 16 vehicles used by the Sedro-Woolley Fire Department. Arts wrecking yard as in the past donated these vehicles for the Fire Department to use but with an increase in vehicles, the Fire Department wishes to pay compensation for the additional vehicles.

Also in red is the instructor fee. This change is to cover the cost that we currently pay our instructor. (\$11 an hour)

Additional we would like the Fire Chief to have the authority to wave fees.

Sedro-Woolley Fire Department
TRAINING FACILITY FEE SCHEDULE

SESSIONS

Sessions will be four hours in length. There shall be three training sessions per day as follows:

Morning session starts at 8:00 a.m. and ends at 12:00 p.m.

Afternoon session starts at 1:00 p.m. and ends at 5:00 p.m.

Evening session starts at 6:00 p.m. and ends at 10:00 p.m.

Any agency that has not cleaned up and vacated the site prior to the start of the next session will be charged for both sessions. It is the responsibility of the user agency to insure all garbage and waste materials are placed in the dumpsters provided. User agency shall ensure buildings and/or property is clean.

To make our training site available to all agencies we have set up a fee schedule that gives a discounted rate for the use of the site by agencies with assessed valuations under \$250,000,000. No agency shall schedule a training session through another agency to receive a discounted price.

30% Discount - Skagit County Training Officers Association & Region 3 Training Council.

20% Discount – Assessed Value < \$125,000,000

10% Discount – Assessed Value < \$250,000,000

Full Rate – Assessed Value > \$250,000,000

Discount is on the facility fee, not the instructor fee or fuel costs.

Training Facility for non-fire use - \$100.00 with Instructor 144.00 per four-hour session

Includes use of station classroom. Also, includes full use of the training tower, Confined Space Rescue Prop, Ventilation Prop and Search and Rescue Props. User must provide their own plywood for the ventilation prop. If you wish to use the extrication prop it will be an additional \$50.00 a vehicle.

Extrication Training - \$100.00 with Instructor; \$11.00 an hour, minimum of four hours.

This includes use of the extrication pad and all of its props and one vehicle to cut. Additional vehicles, \$50.00 a vehicle with a maximum of 4 vehicles a day.

Training Facility for Live fire use - \$200.00 with Instructor 244.00 per four-hour session

Includes use of station classroom. Also includes Car Fire and Dumpster Fire and all other props. Burn permit fee is included in price. Pallets are provided for burns. If you wish to use the extrication prop it will be an additional \$50.00 a vehicle. The user must supply all necessary materials. A SWFD approved Safety Operator must be used for all burns. (List of approved S.O.s available upon request). The Safety Operator fee is also included in the facility fee.

****To allow adequate lead time for distributing and collecting legal documents associated with using the fire simulators, reservations must be made a minimum of 14 days in advance. ****

Propane Fee - \$2.00 per gallon

The meter will be read before and after use.

Cancellations – If notice of cancellation is not given within two (2) business days there is a \$25 fee.

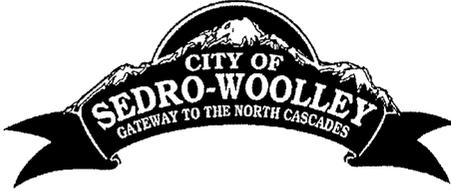
**The Sedro-Woolley Fire Department reserves the right to make adjustments to facility fees,
Which includes but is not limited to electricity, propane or natural gas.**

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 09 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/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Interlocal agreement with GA for purchasing
DATE: December 1, 2009

FOR CITY COUNCIL CONSIDERATION ON DECEMBER 9, 2009

ISSUE: Should the Council approve the attached interlocal agreement between the City and the State for cooperative purchasing?

BACKGROUND: We use the GA's contracts for purchasing supplies, equipment, vehicles, computers, etc. The fee for the 2010-2011 contract is \$2,000.00 which is intended to defray their costs for administering the contracts.

The alternative for the City is to directly bid all of these purchases which is both cumbersome and costly. I believe this is a cost effective service, especially for technology purchases, and something we should continue to use.

RECOMMENDATION: Motion to authorize the mayor to sign the attached interlocal with the State Department of General Administration for cooperative purchasing.

Eron Berg

From: Wilson, Lauri A. (GA) [LWilson@GA.WA.GOV]
Sent: Monday, November 30, 2009 4:21 PM
To: Eron Berg
Subject: New 2010/2011 Washington State Cooperative Agreement (ILA)

State of Washington
 DEPARTMENT OF GENERAL ADMINISTRATION
 Office of State Procurement

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

DATE: Nov 6, 2009
TO: State Purchasing Cooperative Members
FROM: Lauri Wilson, State Purchasing Cooperative Manager
SUBJECT: 2010/11 Membership

Thank you for being a valuable member of the State Purchasing Cooperative Program. The current membership expires on December 31, 2009, so we hope you choose to renew your membership.

We will continue to require a two-year membership when you join the state purchasing cooperative program. This allows us to maintain the current fees, which haven't gone up since 1995. This time around we have simplified the process of determining your participation fee. We have included it in the attached inter-local agreement (ILA).

To determine your participation fee, we used publicly reported information from the following sources: Office of Superintendent of Public Instruction (OSPI) for school districts, State Auditor's Office (SAO) for those audited by the SAO, or audited financial reports for non-profit organizations. This is the same data and sources that we've used in the past. The difference is that you don't have to determine your fee; we've done it for you.

The ILA is your invoice if you desire to pay it in full. Or the Office of State Procurement (OSP) will issue **quarterly invoices** for remittance due and payable within 30 days of receipt or due date shown on invoice whichever is sooner. Please complete the ILA and return two copies with **original signatures**, by December 31, 2009 to:

State of Washington
 OSP PAF-Non/Prof Fund: 422 04 20 000214
 Room 303 General Administration Bldg.
 P.O. Box 41008
 Olympia, WA 98504-1008

If you are a non-profit entity, please also include:

- 1) Documentation of recent public funding
- 2) Your **501(c)3** IRS approval

One original ILA will be returned to you once approved and signed by the Department.

If you **do not want to participate** in the 2010/2011 membership term, your organization **must not use** any contracts after December 31, 2009 or your organization is responsible for the entire two-year fee.

It has never been a better time to be a purchasing cooperative member. By utilizing the provided contracts you will get substantial savings on goods and services and save time on the purchasing process, so you can focus on your other work.

Government members have access to more than 300 contracts. Non-profit members have access to more than 190 contracts. The state purchasing cooperative program has more than 650 members.

For more information about the two-year membership fee, contact Lauri Wilson at 360-902-7415 or lauri.wilson@ga.wa.gov

For more information about the state purchasing cooperative program, go to: <http://www.ga.wa.gov/PCA/spc.htm>



State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION
Office of State Procurement
Rm. 201 General Administration Building, P.O. Box 41017
Olympia, Washington 98504-1017
(360) 902-7400 <http://www.ga.wa.gov>

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

Pursuant to Chapter 43.19 RCW, Chapter 39.34 RCW and WAC 236-49-060, the State of Washington, Department of General Administration, Office of State Procurement, ("Office of State Procurement" or "OSP"), and **SEDRO WOOLLEY CITY OF** ("Cooperative Member") agree to enter into this Intergovernmental Agreement ("Agreement"), for the purpose of the Cooperative Member participating in the State Purchasing Cooperative Program ("Cooperative") under the following terms and conditions:

- 1) Washington State political subdivisions (e.g. local governments and school districts) and public benefit nonprofit corporations are eligible for membership in the Cooperative and must be subject to audit by Washington State Auditor's Office (SAO). Offices, departments, divisions, or other sub-units ("subdivisions") within Washington State political subdivisions and public benefit nonprofit corporations may join the Cooperative. However, the subdivision's membership fee will be assessed at the rate of the associated Washington State political subdivision or public benefit nonprofit corporations. Washington state agencies and their subdivisions are automatically Cooperative Members and do not need to apply for membership or pay a membership fee.
- 2) The Office of State Procurement is required to recover the costs of administering the State Purchasing Cooperative Program from Cooperative Members. The Membership Fee Schedule below sets forth the fee structure for Cooperative Members, which are not Washington State agencies. The Membership Fee Schedule is based on the Cooperative Member's total expenditures, less debt service and inter-fund transfers, as reported in the Cooperative Member's last audited financial statement.
- 3) The term of this Agreement and Cooperative membership is January 1, 2010 through December 31, 2011. This Agreement may be canceled in writing by either party. However; if the Cooperative Member has used state contracts during the current membership period; the Cooperative Member remains liable to pay any unpaid balance of the membership fee for the entire term. Fees are not based on the level of contract usage. Refunds will not be given to members due to lack of contract usage.
- 4) The Office of the Superintendent of Public Instruction (OSPI) financial reporting information will be used to verify fee amounts for public school districts, and Educational Service Districts. (ESD's).
- 5) Any Cooperative Member not reported in the OSPI or State Auditor's financial reporting information, must submit a copy of its most recent audited financial statements to OSP upon request. When a Cooperative Member does not have audited financial statements, the Cooperative Member shall provide internal budgets or financial statements. Once membership fees are verified through such authoritative sources, OSP will issue **quarterly invoices** for remittance due and payable within 30 days of receipt or due date shown on invoice whichever is sooner. After initial verification and at the beginning of each calendar quarter thereafter,

invoices will be sent via electronic mail to the contact listed below.

- 6) This executed Agreement entitles the Cooperative Member access to state contracts for goods and services as viewed on www.ga.wa.gov. Cooperative Members may only access Western States Contracting Alliance (WSCA) contracts where Washington is the lead state, or has a signed a participating addendum (PA). Cooperative Members are not authorized to enter into separate WSCA participating addenda with vendors. Cooperative Members are also entitled to use Oregon Purchasing Contracts,
- 7) If a Washington State political subdivision or public benefit nonprofit corporation or a subdivision thereof that is not a current Cooperative Member is found to have used a state contract, WSCA contract, or Oregon Purchasing Contract; that Washington State political subdivision or public benefit nonprofit corporation shall be liable for payment of a full year membership fee. Failure to pay such fee may be reported to the State Auditor's Office and result in audit findings against the entity.
- 8) The Office of State Procurement, in contracting on behalf of the State of Washington for the purchase of goods and services according to the laws and regulations governing such purchases, agrees to also contract on behalf of the Cooperative Member, to the extent permitted by law. The Cooperative Member accepts responsibility for compliance with any additional laws and regulations applicable to the Cooperative Member.
- 9) The Office of State Procurement agrees to comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and will either: a) post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or b) provide an access link on the State of Washington's web portal to the notice.
- 10) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative Member, the Cooperative Member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on its credit assessment of the Cooperative Member. Purchases by the Cooperative Member may be made by a purchase order issued by the Cooperative Member to the contractor. The Cooperative Member is solely responsible for payment for any goods and services it purchases under contracts pursuant to this Agreement or services it purchases directly from OSP. The Cooperative Member agrees to be responsible for limited contract monitoring related to their use of these contracts.
- 11) The Cooperative Member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.
- 12) In the event that either the Office of the State Procurement or the Cooperative Member is abolished, this Agreement shall continue in operation as to any entity succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law.
- 13) The Cooperative Member agrees to use only those OSP, WSCA, or Oregon Purchasing contracts authorized under the terms of this Agreement and to comply with those contracts' terms and conditions. The Cooperative Member further agrees that all purchases from OSP, WSCA, or Oregon Purchasing contracts will be made only for the direct use of the Cooperative Member's programs and no purchases will be made on behalf of or for the use of other entities or jurisdictions.
- 14) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.
- 15) In accordance with RCW 39.34.040; the Cooperative Member shall be responsible for filing the executed copy of this Agreement with its county auditor's office, or filed in such manner as required by law, to meet public disclosure requirements. This may include listing on the Cooperative Member's internet site or any other electronically retrievable public source.
- 16) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative Member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.

17) PAYMENT and NOTICES: Payment shall be made to OSP at the address provided below. Further, any notice, demand or other communication required or permitted to be given under this Agreement shall be made to the parties at the addresses provided below. The Cooperative Member agrees to pay the membership fee as a part of this Agreement. Late payments may be subject to statutory interest and collection related costs. First time Cooperative Members joining after June 30th may have their fee prorated, if the member has not previously accessed state contracts. Pro-rated fees will be based on 6-month intervals, January – June, June – December.

Mail the signed Agreement and payment to: State of Washington, OSP PAF-Non/Prof Fund: 422 04 20 000214, Room 303 General Administration Bldg., P.O. Box 41008, Olympia, WA 98504-1008

Cooperative Member contact information:

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

Cooperative Member Agency Name: _____

Agency Federal TIN #: _____

Contact Name: _____

Address: _____

City, St. Zip _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Secondary Contact: Name: _____ Email: _____

Two-Year Membership Fee Schedule

Note: Total expenditures listed below are minus of debt service and inter-fund transfers

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

According to the most recent authoritative information; **SEDRO WOOLLEY CITY OF**, your annual operating expenditures were **\$17237998** making your two-year fee **\$2000**.

The undersigned has read, understands and agrees to the terms and conditions of this Agreement, certifies that he/she is the Authorized Signatory for the Cooperative Member, and certifies under penalty of perjury under the laws of Washington State that the verified expenditure in the Membership Fee Schedule above is true and correct.

Cooperative Member Authorized Signature:

Signature: _____ Date Signed: _____

Print Name: _____ Title: _____

Address (if not the same as above): _____

Phone Number(s): _____

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

Approved as to form: AAG Date: 10/16/2009 (signature on file)

Your assigned Co-op member number is _____. Please provide this number to vendors when ordering from contracts or communicating with OSP.

OSP AUTHORIZED SIGNATURE

_____ Verification Used: _____

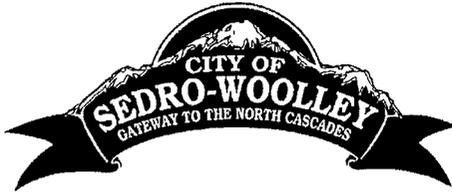
Name	Title	Date
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CITY COUNCIL AGENDA
REGULAR MEETING

DEC 09 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/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Consultant Agreement
Widener & Associates
DATE: December 1, 2009

FOR CITY COUNCIL CONSIDERATION ON DECEMBER 9, 2009

ISSUE: Should the Council approve the attached professional services agreement with Widener & Associates for environmental consulting services?

BACKGROUND: We are still waiting to hear from FEMA on the scope of the required environmental review for Fire Station 2, but are ready to continue our work with Widener and Associates in anticipation of this project.

Attached is his scope which is very extensive and includes what he believes to be the "worst-case" scenario for the review (i.e., reports on the effect of fire truck sirens and negative public comments). We are hopeful that a better-case scenario will prevail and the costs will be less than the contract maximum of \$70,000.

Also attached is a draft professional services agreement which is a task order based agreement allowing us to utilize his services as needed for this project.

RECOMMENDATION: Motion to authorize the mayor to sign the attached professional services agreement with Widener & Associates for environmental consulting.

ENVIRONMENTAL PROCESS AND PERMITTING FIRESTATION NUMBER 2

The City of Sedro Woolley is planning the construction of Fire Station Number 2 as part of a recently awarded FEMA grant. The Scope of Work is intended to complete the NEPA documentation and federal permitting for the project. The environmental documentation for this project will be completed under FEMA's NEPA procedures. It is anticipated that the following environmental permits and documentation will be required:

- Section 106
- Biological Assessment
- NEPA Documentation
- Wetland Delineation
- Wetland Mitigation Plan
- JARPA
- NPDES Construction Permit

Based on the environmental documentation identified during the preliminary design, the CONSULTANT will then pursue and obtain the permits or agency approvals required. Anticipated permits and documentation are identified below.

State Historic Preservation Officer, Section 106 Consultation

The CONSULTANT will prepare the appropriate cultural resources documentation required for the project to meet both Washington State and federal requirements.

Biological Assessments

The CONSULTANT will prepare the Biological Assessment for submittal by the lead federal agency. It is assumed that the nature of this project will allow for a "May Affect but not likely to Adversely Affect" determination.

Wetland Delineation

The CONSULTANT shall develop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the Army Corps of Engineers (COE) Wetlands Delineation Manual (Environmental Laboratory 1987), Wetlands Research, Technical Report Y-87-1, January 1987. The CONSULTANT shall delineate wetlands within 200 feet of the project area.

The CONSULTANT shall prepare a comprehensive report that includes detailed wetland maps; documentation of survey methods, results, and potential impacts from project actions; and recommendations for wetland protection and mitigation. The report shall also contain appropriate forms for wetland identification, delineation, and function assessment required by the COE. The information in this report is intended for use in compliance with Section 404 of the Clean Water Act. The final report and associated documents shall be in a format acceptable to COE.

Delineated wetland boundaries shall be identified on the ground with flagging and mapped with accuracy acceptable to COE.

Wetland Mitigation Plan

The CONSULTANT shall develop and complete a wetland mitigation plan in accordance with COE guidelines. The information in this report is intended for use in compliance with Section 404 of the Clean Water Act. The final report and associated documents shall be in a format acceptable to the COE.

National Environmental Policy Act (NEPA)

The CONSULTANT will prepare the NEPA environmental assessment for submittal and approval by the lead agency. It is assumed that the nature of this project will require a draft Environmental Assessment (EA), final EA, public meeting and a Finding of No Significant Impact (FONSI). This work will follow the outline provide by Federal Emergency Management Agency (FEMA).

National Pollution Discharge Elimination System (NPDES) Construction Permit

The CONSULTANT will prepare the NPDES permit application and submit for approval.

Joint Aquatic Resource Permit Application (JARPA)

The CONSULTANT will complete and submit the application to the appropriate agencies to review and issue the necessary permits. It is anticipated that this project will require the following permits.

- Section 404
- Section 401

Products and Deliverables:

- Section 106 Report
- SHPO approval
- Biological Assessment
- Wetland Delineation
- NEPA EA/FONSI
- JARPA
- NPDES Permit Approval



PROFESSIONAL SERVICES AGREEMENT No. 2009 -PS-13

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

This Agreement made and entered into this **9th** day of **December, 2009**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Widener & Associates** whose address is **10108 32nd Avenue W., Suite D, Everett, WA 98204-1302** hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as **Environmental Services** that are requested by the City.

from time to time ("on-call").

these services shall include Scope, Schedule, and Compensation as specified in "Task Order" format, provided that the total of all task orders does not exceed the maximum value as set forth in Section 5 of this contract.

These services shall include:

see Attachment B-1, the "Scope of Work"; or

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

- On or before _____
- As soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.
- Completed not later than _____
- Pursuant to the schedule set forth on Attachment _____, the "Schedule of Work."
- Pursuant to the schedule set forth in forthcoming Task Orders.

4. Delays and Extensions of Time.

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

5. Compensation and Schedule of Payments.

The City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Attachment A, "Schedule of Billing Rates."**

\$70,000 is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.

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

6. Ownership of Records and Documents.

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

7. Termination.

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

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

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

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

D. This agreement shall terminate on the date indicated in (3) above or December 31, 2012, whichever is later.

8. Evaluation and Compliance with the Law.

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

9. City Business and Occupation License.

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

10. Liability and Hold Harmless.

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

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

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

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

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

12. Amendments.

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

13. Scope of Agreement.

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

14. Ratification.

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

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

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

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

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

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

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

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

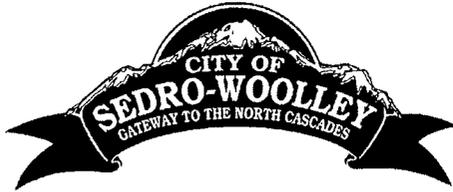
DATED this 9th day of December, 2009.

CITY OF SEDRO-WOOLLEY
A Washington Municipal Corporation

By: _____
Mike Anderson, Mayor

CONTRACTOR:
Widener & Associates

By: _____



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 09 2009

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
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**
SFE Global
Annual Inflow & Infiltration Monitoring Program

DATE: December 1, 2009 (for Council action December 9, 2009)

ISSUE:

Shall council move to authorize Mayor Anderson to award a professional services agreement for annual inflow and infiltration monitoring program services to SFE Global of Bellingham, WA in the amount of not to exceed \$25,000 for one year?

BACKGROUND/ DISCUSSION:

The city previously contracted with Geotivity of Kelowna, BC for annual inflow and infiltration monitoring program services. Geotivity is no longer in business. We budget annually for these services in our ongoing effort to track down and eliminate I&I from the sanitary sewer collection system. Due to Geotivity's failure, we did not monitor I&I in 2009. We have however completed the remaining Critical Sewer Interceptor projects and would like to see the results in terms of I&I improvements.

SFE Global has offered to provide these services per the attached Professional Services Agreement 2009-PS-14. SFE has assumed Geotivity contracts for several agencies, including Everett and Olympia. The SFE quote is in line with the previous agreement with Geotivity.

We would like to get the contract in place as soon as possible so that we can monitor flows during the remainder of the winter/spring high flow season.

FINANCIAL:

Funds for this project are available from the Account 401 Professional Services/Engineering line item. \$25,000 was budgeted for 2009 and is budgeted for 2010 as well. The 2011 Budget will also include an allowance of \$25,000 for this work.

ANALYSIS:

Sufficient funds are available from the Account 401 Budget for 2009 and 2010. Most of the expenditures for the work will not occur until 2010.

MOTION:

Move to authorize Mayor Anderson to award a professional services agreement for annual inflow and infiltration monitoring program services to SFE Global of Bellingham, WA in the amount of not to exceed \$25,000 for one year.



ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2009-PS-14
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 10 day of December, 2009, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and SFE Global whose address is 1313 East Maple Street, Suite 201 – 408, Bellingham, WA 98225, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as Annual I & I Monitoring Program that are requested by the City of Sedro-Woolley.

See Attachment A, Scope of Services

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed by December 31, 2010.

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Delays and Extensions of Time.

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

5. Compensation and Schedule of Payments.

City shall pay the Contractor per task order, not to exceed under this agreement **\$25,000** without prior approval of the Director of Public Works/City Engineer. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

6. Ownership of Records and Documents.

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

7. Termination.

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

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

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

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

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

8. Evaluation and Compliance with the Law.

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

9. City Business and Occupation License.

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

10. Liability and Hold Harmless.

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

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

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

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

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

12. Amendments.

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

13. Scope of Agreement.

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

14. Ratification.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20__.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CONTRACTOR:

By: _____



1313 East Maple Street, Suite 201-408
Bellingham, WA 98225
Phone 360.647.1344
Fax 360.734.0334
Toll Free: 1.866.332.9876

December 2, 2009

Attention: Debbie Allen, Superintendent

City of Sedro Woolley
Wastewater Treatment Supervisor
(360)856-1100
(360)856-5269 Fax
dallen@ci.sedro-woolley.wa.us

SUBJECT: SANITARY SEWER FLOW MONITORING SERVICES

Dear Ms. Allen,

In accordance with your request, SFE Global is pleased to provide the City of Sedro Woolley with our proposal for Flow Monitoring Services. SFE Global has extensive experience with Sewer Flow Monitoring projects of this nature and is look forward to working with the City on this project and future projects.

SFE Global has had an office in Bellingham, WA for more than 5 years and an office in Aldergrove, BC for more than 17 years. We have completed many flow monitoring projects locally and nationally in the United States. Our track record shows we can readily support the City on this project.

Our proposal offers leading customer service, field services, and optional on-line tools to help you run your collection system efficiently – and at a competitive price. If you have any questions please feel free to call me anytime.

Yours truly,
SFE Global

A handwritten signature in black ink, appearing to read 'Julia Foreman', written over a horizontal line.

Julia Foreman
Technical Services
866.332.9876

Mike Lemmen
Business Development Manager
866.332.9876

ATTACHMENT A



November 13th, 2009

SUBJECT: DRAFT SCOPE OF SERVICES – ANNUAL I/I MONITORING PROGRAM

EXECUTIVE SUMMARY

The **City of Sedro Woolley** requires monitoring services at four (4) flow meter locations and one (1) rain gauge location for a duration of two (2) months as part of the City's annual Inflow and Infiltration monitoring program. SFE Global understands Sedro Woolley's monitoring needs are:

- ✓ High Quality Data for the use in ongoing Inflow and Infiltration monitoring program.
- ✓ Full Service Project Management including: Qtrek removals; Qtrek meter testing; Site Assessments; Equipment Installation; Site Follow-up & Maintenance; Data Retrieval; Data Reporting; and Equipment Removals.
- ✓ To use the City's existing fleet of meters: 2 Qtrek Flow Meters and 1 Qtrek Rain Gauge.
- ✓ To add 2 rented Flow Meters, with weirs, to the City's fleet.
- ✓ The ability to initiate work soon after the agreement has been reached.

SFE Global is a full service municipal services company providing sewer flow monitoring and data collection. Our philosophy is to provide each client with a high degree of professionalism while applying foundationally sound technical expertise.

Highlights to our approach are:

- Our field team members are local to Bellingham, Washington and have worked together for many years. Having a local project team will add an additional element of reliability and quality to the project!
- SFE has excellent references, including local cities such as the City of Everett, the City of Spokane, and the City of Olympia: all with a track record for delivering high quality data and field services.
- SFE is committed to delivering top-notch services and technology to this project. SFE will implement our standard operating procedures to ensure a successful project.
- SFE will use the latest Data Management Web-Site called FlowWorks. The website has a powerful set of I/I Tools that the City may find very useful this project. All of your data will be available from our secure, easy to use web-site, accessible from any computer. Tools include: a station locator Powered by Google Maps, a sophisticated graphing engine with field measurement overlay, flow summary reports, Rainfall Intensity Duration Frequency (IDF) graphs, rainfall statistic summary reports, Infiltration and Inflow tool, Q vs. I, RDII Envelope graph.

Two components make up a successful flow metering project: one, the quality of data, and two, a proven team to execute the project. SFE has the track record, online tools, flow monitoring technology, and dedication to complete this project exceeding your requirements. SFE Global looks forward to working with the City of Sedro Woolley.

SCOPE OF SERVICES

1. EQUIPMENT

A. FLOW METER

SFE Global staff will install equipment in accordance with the adopted Flow Monitoring Plan and the approved site assessment documents, ensuring the project schedule and project guarantees are met. Flow Meter installations will include a thorough data review with downloads and manual verifications of depth, velocity, and flow relationships.

Existing Meter – Qtrek AV Flow Meter

SFE understand that we will be using an existing Qtrek Flow Meter set up with two (2) Pressure Depth Sensors, two (2) Doppler Velocity Sensors, and one (1) Float Switch. The flow meter has a wireless data logger that will be utilized to send data back to the project data platform called FlowWorks.

New Meters – Teledyne ISCO 2150 AV Flow Meter

The 2150 Flow Module uses continuous wave Doppler technology to measure mean velocity. The sensor transmits a continuous ultrasonic wave, then measures the frequency shift of returned echoes reflected by air bubbles or particles in the flow.

The 2150's "smart" area velocity probe is built on digital electronics, so the analog level is digitized in the sensor itself to overcome electromagnetic interference. The probe is also factory-calibrated for 10-foot (3 meter) span at different temperatures. This built-in calibration eliminates drift in the level signal, providing long-term level stability that reduces recalibration frequency and completely eliminates span recalibration.

In field use, the 2150 is typically powered either by two alkaline, or Isco Rechargeable Lead-acid batteries, within a 2191 Battery Module. Other power options (including solar) are available.

Optional Custom Compound Weir – "Low Flow Applications"

When monitoring flow in smaller catchment areas that include many small pipes (6" – 12"), low flows, and/or high velocities, SFE recommends using primary devices. Our system consists of a Custom Compound Weir (CCW) utilized in coordination with an ultra sonic or Area Velocity (AV) type flow meter. The use of the CCW together with an area/velocity flow meter allows for all flow conditions to be monitored, including surcharge conditions. For larger trunk lines, Area/Velocity meters will most likely be utilized, with redundant sensors if site assessments indicate the need. When installing an Area/Velocity meter, SFE pays special attention to the sensor location to ensure minimal flow disruption.

B. RAIN GAUGE

SFE understand that we will be using an existing Qtrek Wireless Rain Gauge that uses a remote tipping bucket style rain gauge that measures the amount of liquid precipitation and logs data using a wireless platform. Using the wireless platform allows the rain gauge to send data back to the project data platform called FlowWorks.

The Rain Gauge is a precision instrument used for measuring volume or rate of rainfall. The rain gauge is designed for many years of trouble free, accurate operation. It is constructed entirely of corrosion resistant metals including aluminum and stainless steel. Rain is collected through an 8" diameter funnel and then directed to a tipping mechanism adjusted to tip and dump when 0.25mm (or other calibrated value) is collected. Rain enters through the funnel into one of the two tipping buckets inside the gauge. The bucket tips when a

given amount of water has been collected, which is a preset calibration. With each tip of the bucket, a magnet passes over a magnetic proximity reed switch, which causes momentary contact closure. The data logger counts the contact closure. The tip also causes a second bucket to come into position below the funnel, ready to be filled and repeat the cycle. After the rainwater is measured, it drains out through tubes in the base of the rain gauge.

2. SERVICES

A. PROJECT MANAGEMENT

SFE Global's Project Management team have completed hundreds of successful flow monitoring projects, and will oversee this project from notice to proceed until project completion. Our team will meet your project objectives: on time, on budget, and with superior results.

SFE Global encourages a project Kick-Off Meeting to help in fully understanding the needs and objectives of the project. This meeting is intended to finalize the flow-monitoring plan, project schedules, and to get to know our valued customers better. We recommend meeting with city operations and safety personnel, engineering staff, and traffic control personnel if necessary for proper coordination. SFE will designate a Project Manager responsible for all aspects of the monitoring project.

B. SITE ASSESSMENTS

SFE will perform detailed site investigations/assessments of the potential monitoring sites, assuring they are hydraulically suitable for accurate flow monitoring measurements. The site documentation shall include, at a minimum, ***a location map with address, digital photographs of the site, pipe size, channel condition, flow characteristics, site drawings, pictures of surrounding area, meter manufacturer and technology to be used, primary device type (as applicable), sensor type, and sensor location within the pipe.*** Site assessments will also identify traffic control and safety issues, and will be performed only by trained SFE staff. Site documentation will be provided to the City as well as added to our site project binders.

C. INSTALLATION

Experienced SFE staff will install equipment in accordance of the adopted plan approved by the team. Each flow meter shall be tested in the shop prior to installation, following manufacturer recommended methods. In addition, the accuracy, linearity, and stability of each sensor shall be verified and documented. Any required parts will be discussed with the City and replaced as required.

During installation and initial verification, our staff will meticulously complete all field documentation in accordance with our QA/QC policy. Our staff will coordinate with the appropriate personnel prior to performing field work within the collection system, includes confined space entry, traffic control, and other requirements. Meters will be set up with a sample rate of 5-minutes intervals (unless otherwise directed).

D. QUALITY ASSURANCE / QUALITY CONTROL

Trained SFE staff will maintain equipment, meeting reliability requirements immediately after installations. During routine maintenance, SFE will follow strict QA/QC protocols that include: recommended manufacturer maintenance procedures; field verifications, cleaning of sensors; diagnostics; field documentation; downloading; and data review by lead technicians. Data and maintenance records are submitted to the Project Manager for review. Sites requiring additional maintenance are identified by the Project Manager and conveyed

to the field service crew. If any discrepancies or problems arise, a corrective plan of action will be taken to achieve accuracy goals and up-time requirements.

As stated previously, SFE will maintain, download, and complete manual flow verifications. Typical site maintenance consists of the following:

- **Manual Depth Verifications** - to ensure the depth transducer is reading within +/-5mm of actual depth.
- **Velocity and Depth Profiling** - of all sites upon installation, removal and as required during the monitoring period to ensure field measured flow rates fit within the developed rating curve.
- **Inspection of manhole and equipment condition** – SFE’s technicians will manually inspect instrumentation for battery voltage, desiccant condition (keeps internal parts dry) and overall condition of the site.
- **Downloading in addition to Wireless Communications** – Technicians just don’t rely on wireless communications to transmit data. They download data at each site visit. Downloaded data is field reviewed on-site. The technician looks for signs of drifting, unidentified spikes in data, and overall data accuracy.
- **Data Transfer to Project Manager** - Upon each download, the raw data is saved to the project database within the technician’s laptop computer. Data is then immediately backed up on-site to a separate hard drive. Upon returning to the SFE office, the technician transfers all data to the project manager. All project data is also backed up to an off-site hard drive. If wireless options are chosen, data will be regularly appended to SFE’s web database several times per day.

E. MAINTENANCE

Trained SFE field technicians will visit equipment within one (1) week after installation to complete a second meter calibration and verification to ensure that we meet project reliability requirements.

During routine maintenance, SFE will follow strict QA/QC protocols that include: recommended manufacturer maintenance procedures, field verifications, cleaning of sensors, diagnostics, field documentation, downloading, and data review by lead technicians. Data and maintenance records are submitted to the Project Manager for review. Sites requiring additional maintenance are identified by the Project Manager and conveyed to the field service crew. If any discrepancies or problems arise, a corrective plan of action will be taken to achieve accuracy goals and up-time requirements.

All maintenance activities will be documented in the site project binder, as well as field measurements, corrective actions, and downloaded data. Graphs will be submitted in a Final Data Report. Any anomalies found in the data will have a corrective action plan put in place, reported to the City, and documented in Final Data Reports.

F. REMOVAL

SFE staff will remove and equipment in accordance to the project schedule. SFE requires authorization prior to decommissioning site.

G. DATA REVIEW

SFE will review the data from each site every month and provide the data in CSV format to the City monthly.

Data Reports will be submitted with the following (at minimum):

- Graphs of 5-minute depth, velocity (for AV sites), and flow data measured for each site for the previous month.
- Scatter plots of 5-minute velocity and depth data for "area velocity meter" sites for the previous month.
- Photocopy of field reports from the previous month including information from calibration, measurement verifications, corrective action, etc.
- Table summarizing Data Availability/Accuracy at each site for the previous month.
- CD of all collected data from each site.

Any Data Analysis will be in addition to the scope of work and SFE recommends that all analysis is completed by a certified Engineer.

H. FLOWWORKS

SFE has a comprehensive online reporting system that can be accessed at anytime via username and password. Typical reports include all station setup and calibration information, field maintenance records, hydrographs and hyetographs, detailed station locations with mapping and pictures along with all digital data.

Convenient website access via www.flowworks.com gives our clients access to the SFE data review, data analysis, and data reporting features. A simple and secure username and password allows for viewing and downloading of all important project information.

Once granted access to your project page, user friendly navigation to each flow or rainfall monitoring station is available. The Google Maps style push pin station locations can be clicked to access all site details. Flow monitoring station calibration sheets, setup information, digital data, and site summaries are all accessible and simple to download. This online system means SFE technicians are able to input updated information as collected. The SFE Sr. Project Manager consistently reviews all project information to ensure accurate posting.

Some of the features that the City can use include:

- Online graphing comparison of the raw and edited data, presented in prepared templates. This eliminates the "grunt" work of reviewing a large quantity of data and typically include both scatterplots and time-series graphs of level, velocity, and flow with rainfall.
- Overlay of curve-fits (including Manning curves), and the ability to use these curves to rebuild fouled data.
- Tables that summarize daily and monthly flow statistics.
- Specialized rainfall tables and analysis tools that allow for an intensity-duration-frequency (IDF) analysis of the rainfall data. These tools not only indicate how much rain has occurred, but rates the storm events on a return-period basis against historical IDF from Environment Canada and other sources.
- Online data uptime report, along with maintenance and field verification reports. Manual verification measurements can be overlaid on the raw and corrected data graphs.

SFE GLOBAL DELIVERABLES

1. Monitoring Requirement Deliverables

- A. Provide all necessary equipment and services to complete wireless monitoring and data collection for four (4) flow meters and one (1) rain gauge.
- B. Sedro Woolley, WA will provide existing Qtrek meters: one (2) wireless flow meters and (1) wireless rain gauge. Remaining equipment will be supplied by SFE: two (2) non-wireless Flow Meters.

2. Project Management Deliverables

- A. SFE will coordinate and manage all flow monitoring activities.
- B. SFE will attend kick-off and project progress meetings.
- C. SFE will complete all scheduling, permitting, and Traffic control requirements to the project (3rd Party Traffic Control will be charged at cost plus 15%).
- D. SFE will also provide monthly invoices detailing budget status.

1. Site Assessment Deliverables

- A. Site Assessment documentation for each potential flow monitoring location will be provided to the City as well as added to a Site Project Binder.
- B. Recommendations for alternative if site is not conducive to flow metering.
- C. Recommendations for primary devices such as weirs for low flow sites.

2. Installation Deliverables

- A. Removal of two (2) Qtrek flow meters for testing
- B. Re-Activation or one (1) wireless rain gauge.
- C. Installation of two Qtrek flow meters and two (2) rented ISCO flow meters with weirs.
- D. Documentation of the manual and meter-based measurements used for the verifications shall be submitted to the City in the Final Data Reports and also kept in the project binder for each monitoring site.

5. Site Maintenance Deliverables

- A. Field Verification of equipment measurements.
- B. Download of the collected flow monitoring data including graphical records for review of any data discontinuity.
- C. Data check to ensure a proper diurnal pattern is established.
- D. Check of the minimum and maximum flows for possible drift.
- E. Check batteries and replace if necessary.
- F. Clean sensor equipment if necessary.
- G. Update appropriate inspection documentation.
- H. Notification of need for repair.

6. Removal Deliverables

- A. Final field verifications and final site maintenance activities.
- B. Removal of all equipment upon written approval by the City.

7. Data Availability Deliverables

- A. Final Data Submission
 - Both raw (unmodified, as collected from the equipment) and processed (modified by internal quality control measures) data. The data shall be provided in an electronic, ASCII file format. The columns in the ASCII file shall be separated by commas.
- B. Final Data Reports containing the following (at minimum):
 - Graphs of 5-minute depth, velocity (for AV sites), and flow data measured for each site for

the previous month.

- *Scatter plats of 5-minute velocity and depth data for “area velocity meter” sites for the previous month.*
- *Photocopy of field reports from the previous month including information from calibration, measurement verifications, corrective action, etc.*
- *Table summarizing Data Availability/Accuracy at each site for the previous month.*
- *CD of all collected data from each site.*

8. FlowWorks Data Management Platform Deliverables

- A. *SFE will provide a username and password to each Sedro Woolley user.*
- B. *SFE will provide a Data Management Platform to Sedro Woolley to review data and complete data analysis.*
- C. *SFE will provide monthly Data transfers of all CSV Data to Sedro Woolley.*

CITY OF SEDRO WOOLLEY, WA DELIVERABLES

1. Monitoring Requirement Deliverables

- A. *Provide SFE with the existing City equipment: one (2) wireless Qtrek Flow Meters and one (1) wireless Qtrek Rain Gauge.*

2. Project Management Deliverables

- A. *Attend kick-off and progress meetings*
- B. *Manage I/I analysis and selection of monitoring locations.*

3. Site Assessment Deliverables

- A. *Sedro Woolley to provide all site locations for flow monitoring and rain monitoring.*
- B. *Sedro Woolley to allocate a City employee to assist during Site Assessments.*

4. Data Review

- A. *Review submitted monthly data before project progress meetings.*

5. Removal Deliverables

- A. *Sedro Woolley to provide authorization prior to decommissioning a site.*

PRICING OUTLINE

1. MOBILIZATION	\$ 2,550.00
<i>SITE ASSESSMENTS</i>	
<i>QTREK REMOVALS, TESTING & BATTERY REPLACEMENT</i>	
2. INSTALLATION	\$ 7,300.00
<i>2 QTREK METER INSTALLATION</i>	
<i>2 ISCO METER INSTALLATION</i>	
<i>1 RAIN GAUGE INSTALLATION</i>	
3. MONTHLY SERVICES (2 MONTHS TOTAL)	\$ 11,700.00
<i>2 ISCO METER RENTALS (NON-WIRELESS)</i>	
<i>MONTHLY FIELD SERVICES AND DATA SERVICES</i>	
<i>RAIN GAUGE FIELD SERVICES AND DATA SERVICES</i>	
<i>WIRELESS COMMUNICATIONS FOR QTREK METERS</i>	
<i>FLOW WORKS ACCESS</i>	
4. DEMOBILIZATION	\$ 3,380.00
<i>EQUIPMENT REMOVALS</i>	
<i>FINAL DATA REPORT & CD</i>	
TOTAL	\$ 24,930.00

NOTE 1: A change in scope of work may affect the fees as proposed.

NOTE 2: All flow data submitted is subject to a 60-day review period after which it will be deemed as accepted. Data review by SFE after this 60-day period will be at a rate \$105/hour.

NOTE 3: Payment Terms. All invoices would require payment due within 30-days.

NOTE 4: Traffic control has not been included in this quotation. Should there be a requirement for third party traffic control (i.e. Traffic Control Company for lane closures or high traffic areas) at any location and should this be the responsibility of SFE, our fees will be invoiced at cost plus 15%.

NOTE 5: The flow meter instrumentation supplied by SFE for this project is manufactured specifically for use in sanitary and storm sewers under normal operating conditions. The end user (i.e. SFE Global's direct client) will be responsible for any replacement parts and/or repairs resulting from flow meter instrumentation damage due to uncharacteristic conditions such as large foreign debris within the pipeline or system surcharging to grade such that the instrumentation becomes submerged for an extended period of time. An SFE Project Manager will advise the client representative immediately should any such damage be found.



Field
Service
Engineering

<p>Dave Voigt City of Everett 3200 Cedar St. Everett, WA 98201 (425) 257-8983</p>	<p>City of Everett, WA. SFE is currently working with the City of Everett on a 3 year contract with annual renewals for 14 wireless sites and 2 rain gauges. Monitoring is for trunk lines and CSO's. Jason Scott is the Project Manger. Paul Loving is the Senior Project Manager.</p>
<p>Tyle Zuchowski LOTT Alliance 111 Market St. NE Suite 250 Olympia, WA 98501 (360) 528-5717</p>	<p>SFE is in a 5-year monitoring contract, SFE installs and maintains 10 flow meters moving them annually to support model calibration and I/I Analysis. Monitoring term is approximately 9 months a year.</p>
<p>Gary Gulseth City of Sacramento 1395 35th Ave. Sacramento, CA 95618 916.808.1412</p>	<p>City of Sacramento, CA. Sewer Flow Monitoring Services (2003-Current) seasons SFE was selected in the fall of 2003 for a two-year I/I study in the Pocket Area, which is located on the south eastern edge of the City of Sacramento, and is roughly bounded on the North, South, and West by the Sacramento River. The objective of the study was to identify areas within the collection system responsible for contributing disproportionate levels of I/I, and to quantify the amount and type of extraneous flows.</p> <p>**Was just awarded new 2010 contract.</p>
<p>Ryan Johnson Veolia Water 601 Canal Boulevard Richmond, CA 94804 (510) 385-0165</p>	<p>City of Richmond, CA. Sewer Flow Monitoring Services & RDII Report – SFE Global was retained by Veolia Water North America in the winter of 2005/2006 on a city wide flow monitoring and RDII Analysis. SFE teamed with KWL Engineering and our efforts included flow monitoring plan development, deploying thirty (30) sewer flow monitors, four (4) rain gauges for a period of sixty (60) days, RDII analysis and reporting on over twenty (20) basins. Paul Loving was the Sr. Project Manager and Jason Scott was the Field Project Manager who worked closely with Veolia Water, Boyle Engineering, and the City of Richmond on this project.</p>



Field

Service

Engineering

Office Locations:

Washington Head Office

1313 East Maple Street, Suite 201 - 408
Bellingham, Washington, USA
Toll Free 866 332-9876 Fx (360) 734-0334

California Head Office

4141 Northgate Blvd., Suite 3
Sacramento, California, USA
Toll Free 866 332-9876 Fx (916) 925-2637

British Columbia Head Office

#201 – 26641 Fraser Hwy
Aldergrove, BC V4W 3L1
Ph (604) 856-2220 Fx (604) 856-3003

Alberta Head Office

10743 – 178 Street
Edmonton, Alberta T5S 1J6
Ph (780) 461-0171 Fx (780) 443-4613

SFE Contacts:

Glenn Cumyn, President

Kevin McMillan, Vice President

Paul Loving, Sr. Operations Manager

**** Cell: 604.992.6792**

Jason Scott, Project Manager

**** Cell: 916.837.8009**

Adrian Marshall, Operations Technician

**** Cell: 509.312.0612**

Julia Foreman, Technical Services

**** Cell: 604.842.7880**

Richelle Benoit, Technical Services

**** Cell: 604.868.4808**

Crystal Davis, Controller

**** Cell: 360.510.5115**

DEC 09 2009

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

Memorandum

To: City Council
From: Patsy Nelson *Patsy*
Date: 12/3/2009
Re: Interfund Loan Resolution

ISSUE: Should the Council approve the attached Resolution authorizing an interfund loan to insure adequate cash flow for the Arterial Streets Fund?

BACKGROUND INFORMATION: The City has numerous road projects underway with funding from various Federal, State & local governmental units. Several of these agencies have a lengthy payment process. Given the upcoming holiday schedule, it is quite likely that reimbursement to the City may be delayed until next year. As the City of Sedro-Woolley takes pride in paying its vendors and contractors on a timely basis, it seems appropriate to arrange for an interfund loan to maintain adequate cash flow in the Arterial Street Fund. We estimate \$750,000 may be needed.

RECOMMENDATION: Approve Resolution # -09 A Resolution of the City Council of the City of Sedro-Woolley Authorizing an Interfund Loan from the Sewer Cumulative Reserve Fund (410) to the Arterial Street Fund to Maintain Cash Flow

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AUTHORIZING
AN INTERFUND LOAN FROM THE SEWER CUMULATIVE RESERVE FUND (410) TO THE
ARTERIAL STREET FUND TO MAINTAIN CASH FLOW

WHEREAS, the City has numerous transportation projects funded by federal, state and local governmental entities; and

WHEREAS, these governmental entities processing of payment requests is often lengthy; and

WHEREAS, the City budget as a whole generally has cash available that could be used by the Arterial Street Fund on a short-term basis through an interfund loan; and

WHEREAS, in order to pay the cost thereof, it is deemed reasonable to permit a loan of funds from the Sewer Cumulative Reserve Fund (410) to provide short-term funds for cash flow purposes until the City receives reimbursements for these traffic projects; bearing interest at a rate which equals the average of the Washington State Treasurer's Investment Pool rate for the period which the loan is outstanding, and subject to repayment to the Sewer Cumulative Reserve Fund (410) from future budget allocations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sedro-Woolley that a loan in an amount not to exceed \$750,000.00 shall be made from the Sewer Cumulative Reserve Fund (410) to the Arterial Street Fund bearing interest at a rate which equals the average of the Washington State Treasurer's Investment Pool rate for the period which the loan is outstanding, to be repaid upon receipt of reimbursement payments from the federal, state & local governmental entities funding these traffic projects.

PASSED by the City Council of the City of Sedro-Woolley, Washington, and approved by its Mayor at a regular meeting of said Council held on the 9th day of December, 2009.

MAYOR

Attest:

Finance Director

Approved as to form:

City Attorney



IT'S IN OUR HANDS

2010 Census Partner Resolution

DEC 09 2009

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 37

A resolution affirming Sedro-Woolley support of and partnership with the 2010 Census.

WHEREAS the U.S. Census Bureau is required by the Constitution of the United States of America to conduct a count of the population and provides a historic opportunity for Sedro-Woolley to help shape the foundation of our society and play an active role in American democracy;

WHEREAS Sedro-Woolley is committed to ensuring every resident is counted;

WHEREAS more than \$300 billion per year in federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based on census data, including healthcare, community development, housing, education, transportation, social services, employment, and much more;

WHEREAS census data determine how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislatures, county and city councils, and voting districts;

WHEREAS the 2010 Census creates hundreds of thousands of jobs across the nation;

WHEREAS every Census Bureau worker takes a lifetime oath to protect confidentiality and ensure that data identifying respondents or their household not be released or shared for 72 years;

WHEREAS a united voice from businesses, government, community-based and faith-based organizations, educators, media and others will allow the 2010 Census message to reach a broader audience, providing trusted advocates who can spark positive conversations about the 2010 Census;

Now, therefore, BE IT RESOLVED that Sedro-Woolley :

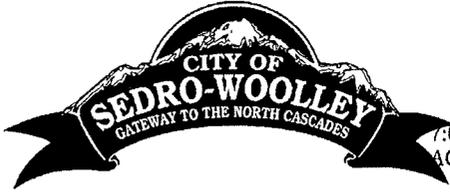
1. Supports the goals and ideals for the 2010 Census and will disseminate 2010 Census information to encourage participation.
2. Asks its affiliates and membership to partner together to achieve an accurate and complete count.
3. Encourages people in Sedro-Woolley to participate in events and initiatives that will raise overall awareness of the 2010 Census and increase participation among all populations.

Signature _____

Name Mike Anderson

Title Mayor

Organization City of Sedro-Woolley



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 09 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) 855-0771
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: **Amendment No. 1 to the
Professional Services Agreement 2008-PS-12
for Widener and Associates**
Additional Environmental Services

DATE: December 4, 2009 (for Council action December 9, 2009)

ISSUE

Should Mayor Anderson execute the attached Amendment No. 1 to the agreement with Widener and Associates to provide additional environmental services for assigned task orders?

BACKGROUND/DISCUSSION

Work is progressing on several projects assigned by task orders requiring Widener and Associates environmental services.

Attached is Amendment No. 1 to the Widener and Associates agreement.

FINANCIAL

Funds for these projects are available and have been budgeted from the professional services line in engineering and sewer.

REVENUE

Engineering Professional Services Funds	\$	11,000.00
Sewer Professional Services Funds	\$	4,000.00

ESTIMATED EXPENDITURES

Task Order No. 3 - 6	\$	15,000.00
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CONCLUSION:

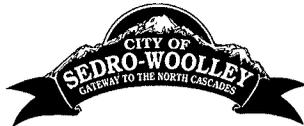
Staff recommends approval of Amendment No. 1 in the amount of \$15,000. The total cost of the agreement through Amendment No. 1 not to exceed \$25,000.

MOTION:

Move to authorize Mayor Anderson to execute the attached Amendment No. 1 to the agreement with Widener and Associates to provide additional environmental services for assigned task orders not to exceed \$15,000.

Respectfully submitted,

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



AMENDMENT NO. 1

To the ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2008-PS-12
Dated October 17, 2008
Between The City of Sedro-Woolley, Washington
And Widener & Associates

This Amendment revises the above contract as follows:

1. Scope of Services.

- Additional work as assigned by task order
 - a. Task order no. 3
 - b. Task order no. 4
 - c. Task order no. 5
 - d. Task order no. 6

2. Compensation and Schedule of Payments.

- a. City shall pay the Contractor its hourly rates pursuant to the schedule set forth as provided in the Agreement.
- b. Cost for work under this Amendment not to exceed **\$15,000** without prior approval of the Director of Public Works/City Engineer.
- c. Total cost for the Agreement through Amendment 1 not to exceed **\$25,000** without prior approval of the Director of Public Works/City Engineer.

DATED this _____ day of _____, 20 ____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

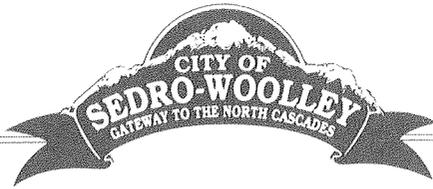
CONTRACTOR:

Widener and Associates

By: _____

DEC 09 2009

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 33



DATE: December 09, 2009
TO: Mayor Anderson & City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: MISC. ANNUAL CONTRACTS/AGREEMENTS

Recommended Action:

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

1. Loggerodeo \$10,000.00
2. Sedro-Woolley Chamber of Commerce \$15,500.00
3. Skagit Valley Tulip Festival \$400.00
4. Sedro-Woolley Riding Club \$1000.00
5. Sedro-Woolley Farmers Market \$1500.00
6. Sedro-Woolley Museum \$2000.00
7. Lincoln Theatre Center \$200.00
8. Shakespeare Northwest \$800.00
9. Skagit Opera \$400.00
10. Skagit River Bald Eagle Interpretive Center \$500.00

AGREEMENT

This Agreement, entered into this 9th day of December, 2009, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Loggerodeo, Inc.

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

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

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2010 fiscal year to Grantee to perform qualified services for City:

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

1. City grants to Grantee the sum of \$10,000.00 from the 2010 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

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

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

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

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

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

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

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

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

11. This agreement shall commence and be effective as of January 1, 2010 and shall expire on December 31, 2010.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

LOGGERODEO, INC.

President

AGREEMENT

This Agreement, entered into this 9th day of December, 2009, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and the Sedro-Woolley Chamber of Commerce, (Grantee.)

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

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

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2010 fiscal year to Grantee to perform qualified services for City:

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

1. City grants to Grantee the sum of \$15,500.00 from the 2010 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

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

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

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

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

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

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

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

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

11. This agreement shall commence and be effective as of January 1, 2010, and shall expire on December 31, 2010.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY CHAMBER
OF COMMERCE

Executive Director

AGREEMENT

This Agreement, entered into this 9th day of December, 2009, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Skagit Valley Tulip Festival.

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

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

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2010 fiscal year to Grantee to perform qualified services for City:

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

1. City grants to Grantee the sum of \$400.00 from the 2010 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

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

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

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

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

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

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: Executive Director
Skagit Valley Tulip Festival
P. O. Box 1784
Mount Vernon, WA 98273

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

11. This agreement shall commence and be effective as of January 1, 2010 and shall expire on December 31, 2010.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SKAGIT VALLEY TULIP FESTIVAL

Executive Director

AGREEMENT

This Agreement, entered into this 9th day of December, 2009 by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Riding Club, Inc.

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

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

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2010 fiscal year to Grantee to perform qualified services for City:

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

1. City grants to Grantee the sum of \$1000.00 from the 2010 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts, or to operate the Visitor and Information Center; however, no part of these funds shall be spent on capital improvements.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

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

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

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: President
Sedro-Woolley Riding Club
24538 Polte Rd
Sedro-Woolley, WA 98284

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

10. This agreement shall commence and be effective as of January 1, 2010, and shall expire on December 31, 2010.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY RIDING CLUB

Bill Geiger
President

AGREEMENT

This Agreement, entered into this 9th day of December, 2009, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Farmers Market, a non-profit corporation.

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

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

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2010 fiscal year to Grantee to perform qualified services for City:

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

1. City grants to Grantee the sum of \$1,500.00 from the 2010 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

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

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

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

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

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

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

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

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

11. This agreement shall commence and be effective as of January 1, 2010, and shall expire on December 31, 2010.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY FARMERS MARKET

By _____
President

AGREEMENT

This Agreement, entered into this 9th day of December, 2009, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Museum.

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

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

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2010 fiscal year to Grantee to perform qualified services for City:

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

1. City grants to Grantee the sum of \$2,000.00 from the 2010 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley; or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

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

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

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

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

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

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

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

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

11. This agreement shall commence and be effective as of January 1, 2010, and shall expire on December 31, 2010.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY MUSEUM

By _____
President

AGREEMENT

This Agreement, entered into this 9th day of December 2009, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Lincoln Theatre Center.

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

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

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2010 fiscal year to Grantee to perform qualified services for City:

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

1. City grants to Grantee the sum of \$200.00 from the 2010 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

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

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

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

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

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

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: Lincoln Theatre Center
Post Office Box 2312
Mount Vernon WA 98273

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

11 This agreement shall commence and be effective as of January 1, 2010, and shall expire on December 31, 2010.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

LINCOLN THEATRE CENTER

By _____
President

AGREEMENT

This Agreement, entered into this 9th day of December 2009, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Shakespeare Northwest.

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

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

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2010 fiscal year to Grantee to perform qualified services for City:

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

1. City grants to Grantee the sum of \$800.00 from the 2010 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

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

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

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

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

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

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: Shakespeare Northwest
1500A East College Way#502
Mount Vernon WA 98273

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

11 This agreement shall commence and be effective as of January 1, 2010, and shall expire on December 31, 2010.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SHAKESPEARE NORTHWEST

By _____
Director

AGREEMENT

This Agreement, entered into this 9th day of December 2009, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Skagit Opera.

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

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

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2010 fiscal year to Grantee to perform qualified services for City:

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

1. City grants to Grantee the sum of \$400.00 from the 2010 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

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

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

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

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

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

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: Skagit Opera
16372 Mountain View Rd
Mount Vernon WA 98274

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

11 This agreement shall commence and be effective as of January 1, 2010, and shall expire on December 31, 2010.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SKAGIT OPERA

By _____
Ron Wohl, General Director

AGREEMENT

This Agreement, entered into this 9th day of December 2009, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Skagit River Bald Eagle Interpretive Center.

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

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

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2010 fiscal year to Grantee to perform qualified services for City:

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

1. City grants to Grantee the sum of \$500.00 from the 2010 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

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

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

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

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

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

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: Skagit River Bald Eagle Awareness Team
PO Box 571
Concrete WA 98237

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

11 This agreement shall commence and be effective as of January 1, 2010, and shall expire on December 31, 2010.

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

ATTEST:

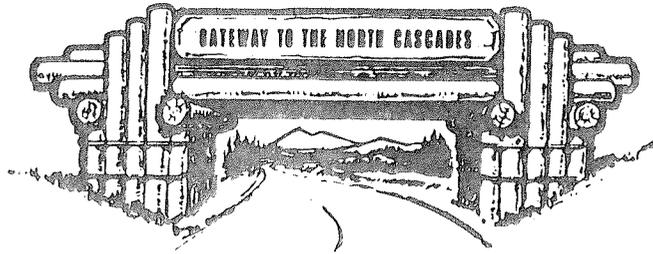
CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SKAGIT RIVER BALD EAGLE
AWARENESS TEAM

By _____
Ember LaBounty
SRBEAT Volunteer, Bookkeeper



DEC 09 2009

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

SEDRO-WOOLLEY PUBLIC LIBRARY

PHONE: 855-1166

802 BALL AVENUE • SEDRO-WOOLLEY, WA 98284

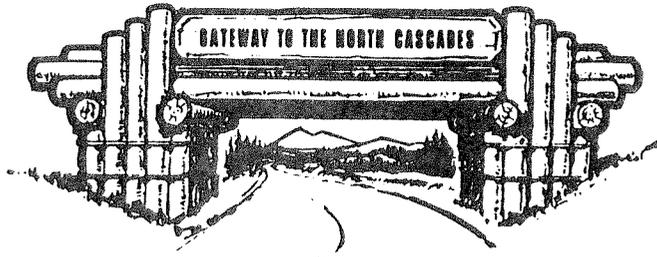
October 28, 2009

City of Sedro-Woolley & City Council
RE: 2010 Public Library Association Conference

We, the Library Board, would like to request that the Librarian be allowed to attend the 2010 PLA Conference to be held in Portland, OR in March. There are 2 important Library Conferences in 2010, the PLA Conference, & the WA Library Association Conference to be held in Victoria, BC (along with the PAC NW Library Association Conference) in August. We understand the importance of these 2 events, as well as the limited budget allotted for travel/training in 2010. Therefore, we would like to authorize the Librarian to attend PLA, in Portland, with library budget funds, & the WLA Conference, in Victoria, will be personally funded by the Librarian. We hope this will be an acceptable solution to this dilemma. Thank-you very much.

Sincerely Yours, the S-W Library Board:

Beverly Kinghouse
Nick Borngus
Dagvin Col



SEDRO-WOOLLEY PUBLIC LIBRARY

PHONE: 855-1166

802 BALL AVENUE • SEDRO-WOOLLEY, WA 98284

December 2nd, 2009

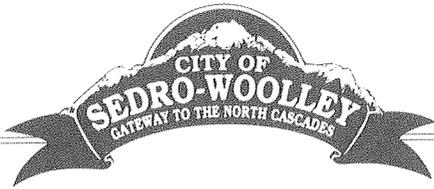
**Memo to Eron Berg & the S-W City Council
RE: Upcoming Public Library Association Meeting 2010**

To Mr. Berg & the City Council

The Public Library Association, which is the largest of the American Library Association divisions, holds their Annual Conference every other year, across the country. Rarely does this Conference take place in the Pacific NW. It is one of the most valuable conferences for a public library, as that is indeed the total focus of PLA. In March of 2010, Portland, OR will be the host city for the PLA Conference. The deadline for early bird registration for members (of which I am one) is mid-December of 2009. This will save a considerable amount in registration dues. Knowing that it is a tough budget year, I have asked the Board (& You) to allow me to attend 2 meetings in the 2010 calendar year. With your permission, I would like the Library budget to pay for the PLA Conference in March; & the WA Library Association Conference (which will be held in conjunction with the Pacific NW Library Conference) in August 2010, I will pay for personally. The latter conference will be held in Victoria, BC. Both Conferences will be valuable learning experiences, & will be worth the investment. I would especially like to attend WLA, as I did not attend this year - & the incoming WLA President will be Brian Soneda, the Library Director of Mount Vernon. Should you have questions, please do not hesitate to give me a call at the Library. Thank-you very much.

Sincerely Yours,

Debra Peterson, Librarian



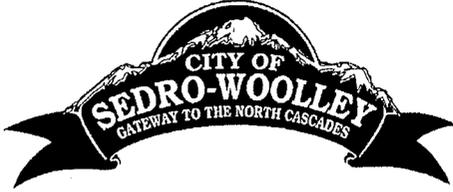
SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

**PUBLIC
HEARING(S)**

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 09 2009



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Sewer Rate & Fee Ordinance
DATE: December 1, 2009

FOR CITY COUNCIL CONSIDERATION ON DECEMBER 9, 2009

ISSUE: Should the Council adopt the attached ordinance which increases the monthly charge for sanitary sewer service by \$2.00 for a residential customer and by \$1.03 per 100 cubic feet of flow?

BACKGROUND: This is an anticipated step increase in rates as identified in the rate study conducted earlier in 2008 with an adjustment down from an expected \$4.00 increase to a \$2.00 increase. This increase is necessary to service the debt borrowed to fund the millions of dollars in projects to address our critical sewer interceptor needs and there is no question that an additional increase will be necessary for 2011.

On the flow based rates, the same problem from last year remains an issue this year. Because the flow based rates were not increased in the past to the same extent as the residential rates, the residents are paying more to dump the same flow into the system than the flow-based customers, effectively subsidizing the flow-based customers. Flow based rates are currently \$3.97 per 100 cubic feet. With the same percentage increase as the residential rates, the flow based rate would increase to \$4.24 per 100 cubic feet. If the flow based rates were equivalent (they pay the same as the residential rates) it would be \$7.10 per 100 cubic feet. Last year, the City Council discussed this gap but seemed to want to close the gap slowly to minimize the impact on the flow-based customers. The staff recommendation is to begin to close the gap with an increase in the flow-based rates to \$5.00 per 100 cubic feet, thereby reducing the burden on the City's residential customers a little.

RECOMMENDATION: After holding the public hearing, taking testimony and closing the public hearing, Motion to adopt Ordinance _____-09 increasing sewer rates.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE FEES AND CHARGES FOR USE OF THE CITY OF
SEDRO-WOOLLEY SANITARY SEWER SYSTEM AND AMENDING PORTIONS OF
SEDRO-WOOLLEY MUNICIPAL CODE CHAPTER 13.30**

WHEREAS, the City Council of the City of Sedro-Woolley has updated its Sanitary Sewer Capital Facilities Plan, and

WHEREAS, the work identified by the City will cost about \$15,133,000.00, and

WHEREAS, the intended method of financing is to utilize PWTF monies to the extent possible, to achieve a lower cost of funds, and

WHEREAS, the City has hired consultants who have made recommendations concerning the allocation of the cost of construction between connection fees and charges and monthly user fees, and

WHEREAS, the City Council finds that adoption of the connection and user fees set forth in this ordinance will support the construction projects in the Sanitary Sewer Capital Facilities Plan if anticipated financing is realized, and

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

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

Section 1: SWMC Section 13.30.010 is hereby amended to read as follows:

13.30.010 Effective date.

Commencing on January 1, ~~2009~~10, the sewer service charges specified in this chapter shall take effect. For buildings which have a public sewer available after that date, a sewer service charge shall commence thirty days after such public sewer has been available and notice of such availability is given.

Section 2: SWMC Section 13.30.020 is hereby amended to read as follows:

13.30.020 Residential rates.

Unless exempt from connection to the sewer, there shall be charged to each single residential dwelling unit (including mobile or manufactured homes on individual lots or in a mobile home park), and to each unit of a residential duplex (two units) or triplex (three units) dwelling, to which sewer service is available a basic monthly sewer service charge as follows:

January 1, ~~2009~~10 and thereafter: ~~\$51.25~~ \$53.25

The City Council shall review and adjust these rates annually or as needed.

Section 3: SWMC Section 13.30.040 is hereby amended to read as follows:

13.30.040 Nonresidential schedule and other provisions.

Unless otherwise provided by written agreement, there shall be charged to each nonresidential unit (including commercial and industrial units) to which sewer service is available a monthly sewer service charge as follows:

A. A base rate per connection per month plus a volume rate (in cubic feet) for all volume of discharge over seven hundred fifty cubic feet per month. The base rate shall be equal to the single residential rate set forth in this chapter. The volume rate charge shall be determined by the water consumption records provided by the Skagit County PUD No. 1 meter readings and records, or as otherwise determined as provided in this chapter.

B. The superintendent may adjust this charge based upon evidence that the metered water usage does not accurately reflect the volume of discharge disposed of through the sewer system. In making this adjustment, the superintendent may rely upon industry standards, scientific and engineering data, sewage flow meter data, qualified professional opinions, and any other basis which is in his or her opinion appropriate.

C. The superintendent may require the installation of any measuring devices to measure the flow of water or sewage at the owner's expense.

D. The volume rate charge shall be based upon the monthly (or average monthly) water volume for the most recently available water billing period preceding the sewer billing period.

E. The volume rate shall be as follows:

January 1, 2009	\$3.97	<u>\$5.00</u>
and thereafter	per 100	
	cubic feet	

F. For purposes of this section, the term "unit" shall mean any lot, structure or sanitary sewer connection served by or associated with a water meter, or any other lot, structure or sanitary sewer connection which the superintendent shall deem a separate unit for billing purposes.

Section 4. The effective date of this ordinance shall be December 31, 2009, more than 5 days after passage and publication.

Passed and approved this 9th day of December, 2009.

Mayor

Attest:

Finance Director

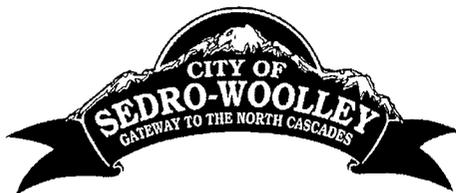
Approved as to form:

City Attorney

UNFINISHED
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 09 2009



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Fire Station 2 site layout
DATE: December 4, 2009

FOR CITY COUNCIL CONSIDERATION ON DECEMBER 9, 2009

ISSUE: Which layout does the Council prefer for the Fire Station 2 site?

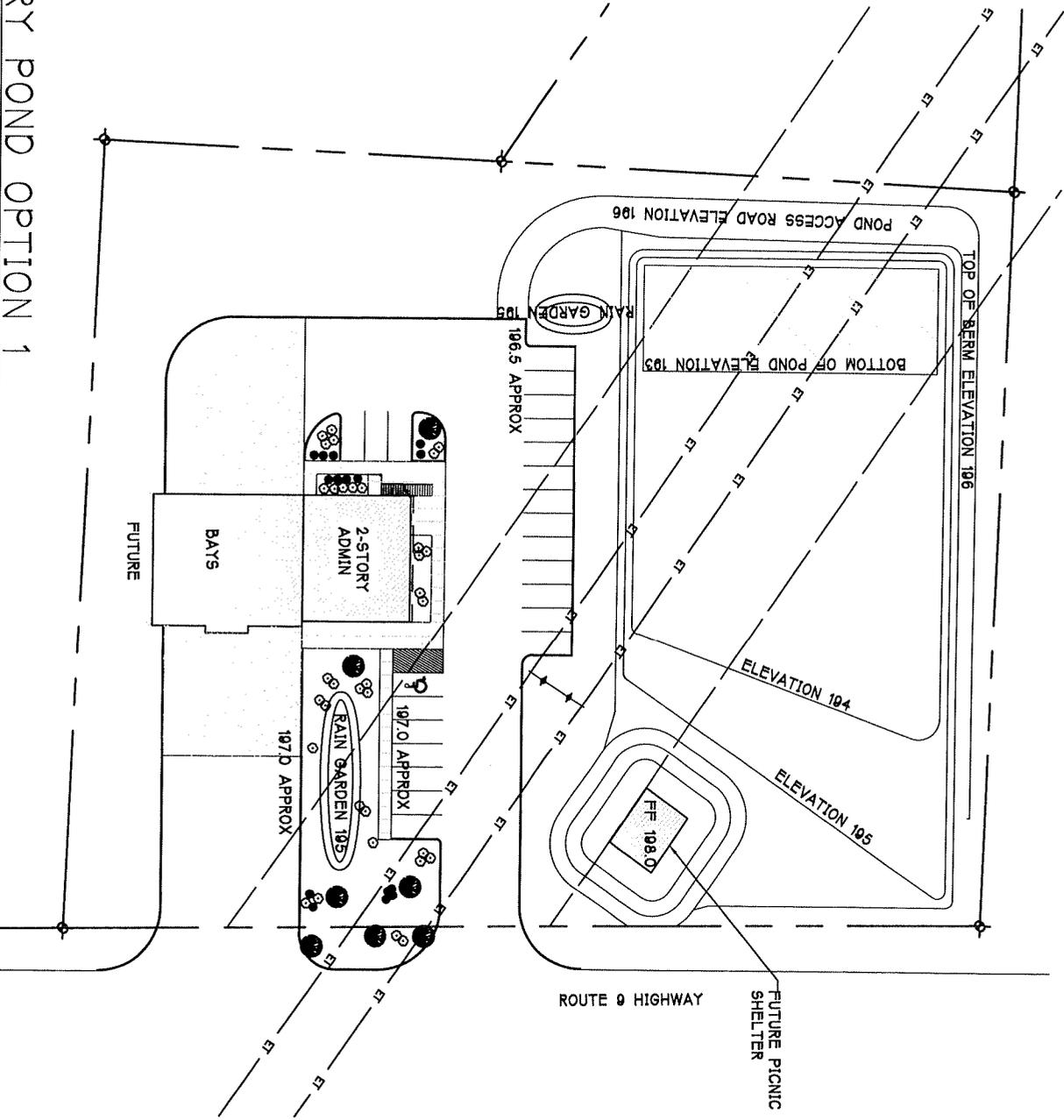
BACKGROUND: As part of our environmental review, our civil engineer studied the soils and has determined that a fairly large detention pond is required to meet the state and federal requirements. In order to complete the environmental review, we need to finalize our site layout.

Attached are two options, identified as options 2 and 3. Both provide the capacity required to comply with the Ecology's standards, one does so with a deeper pond and the other uses a grassy field. Both would be dry most of the time. The grassy field appears to provide more play area during the dry times of year and is less costly to construct and less costly to maintain. The other provides more of a defined feature that if done correctly might look nice in a park setting.

Clearly with the addition of the stormwater detention facility (either option) the site provides very little "park" space and instead provides more "open" space. I believe the grassy field makes the best of the requirements and allows for dual uses during the dry times of the year.

RECOMMENDATION: Looking for direction as to the alternate site layouts, please.

SITE PLAN-DRY POND OPTION 1



SCALE = 1" = 40'



CALLETTI ARCHITECTS P.S.
architects & planners
 116 E. Fir Street
 Mount Vernon, WA 98273
 Phone: (360) 424-0384
 Fax: (360) 424-5726

NEW
BUSINESS

DEC 09 2009

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

Memorandum

To: Mayor Anderson and City Council
From: Patsy Nelson *Patsy*
Date: 12/3/2009
Re: 2009 Budget Amendment #4

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

Background information: The proposed budget changes reflect the Council's recent authorization of various grant projects

	<u>Revenue</u>	<u>Expenditures</u>
<u>General Fund</u>		
001.000.000.397.22.00.00 Fire Impact Fees Transfer	112,000	
001.000.000.397.13.02.00 REET Transfer	25,000	
001.000.022.594.22.61.00 Station 2 Land		37,000
001.000.022.596.22.64.10 Fire Truck (match)		100,000
<i>(Use of Fire Impact Fees for match on USDA grant/ loan for fire trucks and pre-grant costs for Station 2)</i>		
<u>Arterial Streets</u>		
104.000.000.381.10.02.00 Loan – Sewer Reserve	750,000	
104.000.042.581.20.02.00 Loan repayment		750,000
<i>(Cash flow loan from Sewer Reserve Fund)</i>		
<u>Library Fund</u>		
105.000.000.338.72.00.00 Skagit County	7,208	
105.000.072.596.72.64.01 Books		7,208
<i>(Skagit County funds for book purchases)</i>		
<u>Mitigation Reserve Fire</u>		
312.000.000.597.22.00.00 Transfer to General Fund		112,000
312.000.099.508.00.00.00 Ending Cash		-112,000
<i>(Transfer monies to General Fund as match for USDA grant/loan for fire trucks & pre-grant costs for Station 2)</i>		

Current Expense Fund

302.000.000.597.10.01.00	Transfer to General Fund	25,000
302.000.000.597.82.20.00	Transfer to Fund 330	50,000
302.000.099.508.00.00.00	Ending Cash	-75,000

(Transfer of REET monies to Fire Station Construction Fund and General Fund for Fire Station #2)

Fire Station 2 Construction Fund

330.000.000.387.10.00.00	Transfer from REET	50,000
330.000.082.594.22.62.10	Architectural Services	50,000

(Pre-construction costs for Fire Station 2)

Sewer Fund

401.000.000.397.35.00.00	Transfer from 410	650,000
401.000.035.596.63.00.00	Other Improvements	650,000

(Installation of sewer line on North Fruitdale during street project as per Council consensus at the 11/4/08 worksession)

Cumulative Reserve Sewer Facilities

410.000.000.581.10.04	Loan to Arterial Streets	750,000
410.000.000.597.35.00.00	Transfer to Fund 401	650,000
410.000.099.508.00.00.00	Ending Cash	-1,400,000

(Transfer cash to sewer fund for North Fruitdale sewer line installed during street project & cash flow loan to Arterial Streets)

Equipment Replacement Fund

501.000.412.596.37.64.00	Equip & Vehicles Solid Waste	180,000
501.100.099.508.00.00.00	Ending Cash	-180,000

(Purchase of rolloff truck for Solid Waste Dept as authorized at 9/9/09 Council meeting)

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

ORDINANCE NO. -09

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

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

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

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

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

FUND:	AMOUNT:
001 GENERAL FUND	4,901,435
101 PARKS FUND	806,574
102 CEMETERY FUND	175,237
103 STREET FUND	779,097
104 ARTERIAL STREET FUND	9,528,197
105 LIBRARY FUND	395,173
106 CEMETERY ENDOWMENT FUND	107,596
107 CUM RESERVE FOR CITY PARKS FUND	7,739
108 STADIUM FUND	76,658
109 SPECIAL INVESTIGATIONS FUND	6,409
113 PATHS AND TRAILS FUND	40,644
205 G/O BOND REDEMPTION FUND 2008	250,696
206 G/O BOND 2008 RESERVE FUND	150,000
230 G/O BOND 1996 REDEMPTION FUND	285,709
302 CUM RES FOR C/E CAP OUT FUND	1,265,631
310 MITIGATION RES FOR POLICE FUND	28,465
311 MITIGATION RES FOR PARKS FUND	220,932
312 MITIGATION RES FOR FIRE FUND	130,062

330 FIRE STATION 2 CONSTRUCTION FUND	50,000
332 P WTF SEWER CONSTRUCTION FUND	3,947,845
401 SEWER FUND	4,172,497
402 CUM RES FOR SEWER OPERATIONS FUND	404,925
407 98 SEWER REV BOND FUND	783,856
410 CUM RES FOR SEWER FACILITES FUND	4,344,284
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE FUND	1,799,760
425 STORMWATER FUND	295,344
501 EQUIPMENT REPLACEMENT FUND	762,581
621 SUSPENSE (SWSD)	100,500
 TOTAL ALL FUNDS	 36,194,328

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 9TH DAY OF DECEMBER, 2009.

Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Finance Director

City Attorney

DEC 09 2009

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

Memorandum

To: City Council
From: Mike Anderson
Date: 12/3/2009
Re: 2010 Salary Ordinance

Issue: Should the Council adopt the attached ordinance which establishes 2010 salaries for the City's appointed and elected officials?

Background information: Elected officials, non-represented staff and employees represented by the SWPSG will not receive a cost of living increase in 2010. Employees represented by AFSCME will receive a 2% increase per the collective bargaining agreement. These stated salaries are included in the 2010 Budget as adopted by Council at the November 25 meeting.

Recommendation: Motion to approve the 2010 Salary Ordinance.

Ordinance No. ____ An Ordinance Establishing the Salaries and Wages for Elected Officials, Union (Guild) and Non-Union Employees of the City of Sedro-Woolley for the Fiscal Year Beginning January 1, 2010.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE SALARIES AND WAGES FOR ELECTED OFFICIALS, UNION (GUILD) AND NON-UNION EMPLOYEES OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2010

WHEREAS, it is necessary to establish, on an annual basis, the salaries and wages of Elected Officials and Union (Guild) and Non-Union staff; and

WHEREAS, the 2007-2009 agreements with the Sedro-Woolley Public Safety Guild – Police Department Commissioned Employees & Firefighter Classification, and Police Department Support Employees have been extended in their entirety for one additional year with no cost of living increase, and applicable wages are depicted below; and

WHEREAS, the City is in the second year of a five year agreement with the American Federation of State, County and Municipal Employees, AFL-CIO, Local 176-SW, (AFSCME); and applicable wages are depicted below; and

WHEREAS, Non-Union represented staff shall not receive a cost of living increase with salaries and wages depicted below.

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

Section 1. The year 2010 wages for AFSCME represented shall be established per the current agreement, which increases wages as depicted below.

Section 2. The 2010 wages for Guild represented City employees Sedro-Woolley Public Safety Guild – Police Department Commissioned Employees & Firefighter Classification and Police Department Support Employees shall be established per the current contracts as depicted below.

Section 3. The 2010 salaries and wages for non-union employees shall not increase and are depicted below.

Section 4. The 2010 annual salary for members of the Sedro-Woolley City Council shall be \$500 per month.

Section 5. The base salaries and wages for all elected officials and employees of the City of Sedro-Woolley are established as follows, not including applicable longevity or incentive pay:

TITLE: SALARY OR WAGE RANGE:

Elected

Mayor	\$2,000 Per Month
Councilmember	
Ward No. 1	\$ 500 Per Month
Ward No. 2	\$ 500 Per Month
Ward No. 3	\$ 500 Per Month
Ward No. 4	\$ 500 Per Month
Ward No. 5	\$ 500 Per Month
Ward No. 6	\$ 500 Per Month
At Large	\$ 500 Per Month

Non-Union

City Supervisor/City Attorney	\$ 7,560 Per Month
Public Works Director/Engineer	\$ 7,438 Per Month
Police Chief	\$ 7,112 Per Month
Fire Chief	\$ 6,847 Per Month
Police Lieutenant	\$ 6,397 Per Month
Assistant Fire Chief/Training Officer	\$ 6,113 Per Month
Finance Director	\$ 5,915 Per Month
IT Director	\$ 5,688 Per Month
Planning Director/Building Official	\$ 5,550 Per Month
Engineering Services Manager	\$ 4,935 - \$5,250 Per Month
Librarian	\$ 4,904 Per Month
Senior Planner	\$ 4,586 Per Month
Police Confidential Secretary	\$ 3,903 Per Month
Assistant Librarian	\$ 3,468 Per Month
Court Clerk (part time)	\$ 22.00 Per Hour
Transcriptionist (part time)	\$ 13.50 Per Hour
Public Safety Receptionist (part time)	\$ 13.00 Per Hour
Firefighters (part-time)	\$ 12.00 Per Hour
Library Extra Help	\$ 9.25 - \$17.00 Per Hour

Sedro-Woolley Public Safety Guild

Commissioned Employees & Firefighters

Police Sergeant	\$5,763 - \$5,997 Per Month
Police Sergeant – Night	\$5,828 - \$6,062 Per Month
Police Sergeant – Swing	\$5,828 - \$6,062 Per Month
Police Officer	\$4,386 - \$5,397 Per Month
Firefighter (full-time)	\$3,988 - \$4,914 Per Month

Support Employees

Records Clerk	\$2,948 - \$3,698 Per Month
Dispatch Clerk	\$2,845 - \$3,507 Per Month

TITLE:

SALARY OR WAGE RANGE:

Code Enforcement Officer

\$3,103 - \$3,397 Per Month

Union, AFSCME

Wastewater Treatment Supervisor

\$4,470 - \$5,705 Per Month

Foreman/Supervisor

\$4,233 - \$5,402 Per Month

Lead Plant Operator

\$3,637 - \$4,642 Per Month

Lead Utility Worker/Equip Operator

\$3,458 - \$4,414 Per Month

Plant Operator II

\$3,444 - \$4,396 Per Month

Wastewater Collection Specialist II

\$3,444 - \$4,396 Per Month

Utility Worker/Equip Operator II

\$3,265 - \$4,168 Per Month

Plant Operator I

\$3,243 - \$4,140 Per Month

Wastewater Collection Specialist I

\$3,243 - \$4,140 Per Month

Utility Worker/Equipment Operator I

\$3,148 - \$4,018 Per Month

Engineering/Planning Technician

\$2,997 - \$3,826 Per Month

Public Works Assistant

\$2,970 - \$3,791 Per Month

Deputy Clerk

\$2,940 - \$3,751 Per Month

Accounting Clerk

\$2,853 - \$3,642 Per Month

Permitting Technician

\$2,853 - \$3,642 Per Month

Secretary Clerk

\$2,732 - \$3,486 Per Month

Building/Sewer Inspector

\$2,871 - \$3,664 Per Month

Custodian

\$2,623 - \$3,350 Per Month

Mechanic (part-time)

\$18.36 - \$28.56 Per Hour

Seasonal positions

\$10.00 - \$15.00 Per Hour

Section 6. The above depicted salaries and wages shall be in effect beginning January 1, 2010.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 9TH DAY OF, DECEMBER, 2009.

Mike Anderson
Mayor

ATTEST:

APPROVED AS TO FORM:

Finance Director

City Attorney

DEC 09 2009

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

Memorandum

To: City Council
From: Patsy Nelson *Patsy*
Date: 12/3/2009
Re: Banking Services Ordinance

ISSUE: Should the City Council approve the attached ordinance authorizing the use of checks instead of warrants to pay claims and establishing a new public depository?

BACKGROUND: As the City of Sedro-Woolley is a code city, the City Council, by ordinance, may elect to pay obligations by warrant or by check. It is my understanding that a check is payable upon demand where a warrant is a promise to pay sometime in the future. For all practical purposes, the City intends to treat warrants the same as checks and would make other arrangements for short-term cash flow purposes rather than delaying payments to vendors and contractors. The use of warrants is more time consuming for Finance staff as warrants must be redeemed by Treasurer's checks requiring duplicate check registers and processing.

If the City issues checks, State law requires the Council to designate a financial institution which is a qualified public depository as determined by the public deposit protection commission as well as to designate the officers authorized to sign such checks. The City recently issued an RFP for banking services and the Council awarded the contract to U.S. Bank. The Mayor would like to continue with the same positions as check signers.

RECOMMENDATION: Approve Ordinance # -09 An Ordinance of the City of Sedro-Woolley, Washington Authorizing the Payment of Claims or Other Obligations by Check; Revoking the Status of Bank of America as the City's Qualified Public Depository; Designating U.S. Bank as the City's new Qualified Public Depository Pursuant to RCW 35A.40.020

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON AUTHORIZING THE PAYMENT OF CLAIMS OR OTHER OBLIGATIONS BY CHECK; REVOKING THE STATUS OF BANK OF AMERICA AS THE CITY'S QUALIFIED PUBLIC DEPOSITORY; DESIGNATING U.S. BANK AS THE CITY'S NEW QUALIFIED PUBLIC DEPOSITORY PURSUANT TO RCW 35A.40.020

WHEREAS, for convenience in handling the City's banking needs and for the convenience of those customers and merchants with whom the City deals, the City Council of the City of Sedro-Woolley, Washington desires to authorize the payment of claims and other obligations of the City by check; and

WHEREAS, pursuant to RCW 35A.40.020 the City Council is authorized to provide for the use of checks; and

WHEREAS, the City Council desires to designate U.S. Bank to provide banking services to the City; NOW, THEREFORE

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

Section 1. Payment of claims or obligations of the City. Pursuant to RCW 35A.40.020, payment of claims or obligations of the City shall be by check. The City officers authorized to sign checks shall be the Mayor, Mayor Pro-Tem, Finance Director and Deputy Clerk. Two signatures will be required on all checks.

Section 2. Revocation and designation of Qualified Public Depository. The qualified public depository of the City shall continue to be Bank of America through the final payment of 2009 claims and other obligations. Beginning with the payment of 2010 claims and other obligations, the qualified public depository of the City shall be U.S. Bank.

Section 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. This ordinance shall take effect after passage, approval and publication as provided by law.

PASSED by the City Council of the City of Sedro-Woolley, Washington, and approved by its Mayor at a regular meeting of said Council held on the 9th day of December, 2009.

M A Y O R

Attest:

Finance Director

Approved as to form:

City Attorney

COMMITTEE

REPORTS

AND

REPORTS

FROM

OFFICERS