

Next Ord: 1673-10
Next Res: 827-10

VISION STATEMENT

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

MISSION STATEMENT

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

CITY COUNCIL AGENDA

April 28, 2010

7:00 PM

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

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

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

- a. Minutes from Previous Meeting
 - b. Finance
 - Claim Checks #69155 to #69254 in the amount of \$284,160.91.
 - Payroll Checks #47638 to #47745 in the amount of \$174,516.98
 - c. Request for Authorization to Purchase Replacement Parts -
Parkson-Hycor Screen at Wastewater Treatment Plant
 - d. Personnel Policies - Wellness for Non-Represented Employees
 - e. Transportation Grant Approval & Match Commitments
4. Public Comment (Limited to 3-5 minutes)

PUBLIC HEARING

5. N. Township Sewer Connection Fee (*1st reading*)

UNFINISHED BUSINESS

6. Request from SCCA for Food Distribution Center Project Funding (*no materials*)
7. Mobile Venders (*2nd reading*)

NEW BUSINESS

8. Installment Agreements for Sewer Connection Fees (*1st reading*)

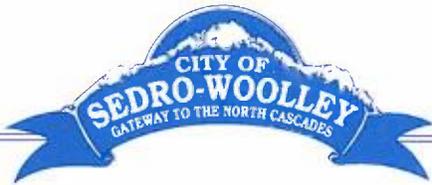
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

9. Klinger stop sign recommendation from Public Safety Committee
10. Museum repair report from Rick Judd

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

APR 28 2010

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 1-3



DATE: April 28, 2010
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the April 28, 2010 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 Brett Sandström
2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

APR 28 2010

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
April 14, 2010 – 7:00 P.M. – City Hall Council Chambers

ROLL CALL: Present: Councilmembers: Ted Meamber, Tony Splane, Pat Colgan, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiberger, Fire Chief Klinger and Police Lt. Tucker.

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting (Including April 6, 2010 Worksession)
- Finance
 - Claim Checks #69013 to #69154 in the amount of \$267,297.91
 - Payroll Checks #47530 to #47637 in the amount of \$235,532.31
- Outsourcing Utility Bill Processing
- Final Acceptance – 2009 CIPP Sewer Project – Insituform Technologies, Inc.
- Misc. Annual Contracts/Agreements
 1. EDASC
 2. Skagit County Community Action Agency
 3. Skagit Domestic Violence & Sexual Assault Services
 4. Volunteers of America

Councilmember Colgan moved to approve the consent calendar. Seconded by Councilmember Lemley. Motion carried. (6-0).

Public Comment

No comments received.

UNFINISHED BUSINESS

Skagit County Transfer Station

City Supervisor/Attorney Berg reviewed updated information on the proposed improvements to the Skagit County Transfer Station. Berg noted that the information was presented to Council at a previous meeting. The County is looking for approval from the Solid Waste Governance Board (SWGB) at its next meeting in order to proceed. The information is being presented in order to allow Councilmember's to give direction to Mayor Anderson for his participation vote at the SWGB meeting.

Discussion ensued to include concern of structure being obsolete before completion of construction and bond repayment, rate structure, bond repayment and opinions of other cities.

NEW BUSINESS

Mobile Vendors

Councilmember Meamber introduced the first reading of the Mobile Vendors Ordinance.

A lengthy discussion took place to include feasibility of the City leasing specific locations of City owned properties, sewer connection fees and impact fees on private property, hour limitation, health department regulations, community events and approved special events only, invited vendors on private properties and non-profit status organizations. The topic was referred back to staff for a re-draft of the ordinance.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Lt. Tucker – reported Chief Wood was on his way back from Africa. The Department is gearing up the hiring process for a couple of reserve officers. Tucker also noted the downtown bar scene has settled down.

Fire Chief Klinger – reported on the ladder truck status. He noted the final touches are being completed and the truck should arrive in Portland May 13th and arrive in Sedro-Woolley around the 16th. He also presented an update on Fire Station 2 noting it is scheduled to go to bid April 21 with the bid opening on May 18th. He also updated Council on the Fire Engine Grant, with the truck scheduled to go into production in July with a completion date in October.

Engineer Freiberger -- reported the final lift on McGargile has been completed with some minor punch list items still outstanding. He also reported the planting contract is complete. The Township, Alderwood to Bassett sewer project is planned to go to bid on April 22 with a bid close date of May 3rd. Freiberger stated he is working on a number of grant opportunities to include Safe Routes to Schools as well as grants for available TIB funds. He also reported that the curbs are being painted on Township by OWP participants and will be bringing recommendations to Council at the next meeting regarding traffic on Klinger Street.

City Supervisor/Attorney Berg – stated the City will be participating in the annual EDASC Schmooze Fair being held tomorrow night. He invited Councilmember's to participate in the booth to promote Sedro-Woolley. Berg also announced another round of grants through the Department of Justice. We will be reaffirming last years COPS grant application. The Sedro-Woolley Soroptimist Club will be purchasing a commercial refrigerator for the Community Center.

Councilmember Sandström moved to accept the in kind donation from the Sedro-Woolley Soroptimist in the amount of \$2,900 for the purchase of a refrigerator for the Community Center as a credit for possible future meetings. Seconded by Councilmember Colgan. Motion carried. (6-0).

Finance Director Nelson – reminded Councilmembers of the deadline for their public disclosure statements. She also noted copies of 2010 budget with narratives at their Council seats, stating the Budget will be available online sometime next week. Nelson reminded Council of the Exit Conference with the State Auditors scheduled for April 20 at 10:30 AM and requested Confirmation of those planning on attending. (Councilmember Splane confirmed his attendance).

Councilmember Splane – questioned the work going on at Brickyard Creek, noting the creek is plugged at several spots.

Councilmember Galbraith – questioned Burlington, Mt. Vernon, and Anacortes' reciprocal Library privileges.

Councilmember Lemley – reported the Chamber of Commerce in conjunction with the Tulip Festival resurrected Woodfest. He noted there were 22 vendors out of 27 possible and the event had a good attendance.

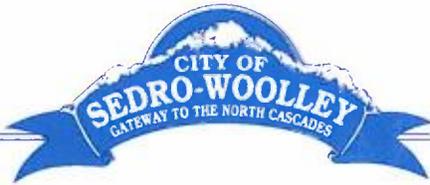
Councilmember Sandström – thanked the Parks Department for the glass replacement at the information booth. He also announced the upcoming Tune Up the Town event on May 15th.

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

The meeting adjourned at 8:00 P.M.

APR 28 2010

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



DATE: April 28, 2010
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending April 28, 2010.

Motion to approve Claim Checks #69155 to #69254 in the amount of \$284,160.91.

Motion to approve Payroll Checks #47638 to #47745 in the amount of \$174,516.98.

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
 04/28/2010 (Printed 04/22/2010 15:46)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69155	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	1,798.00
		MISC-FILING FEES/LIEN EXP	SAN	1,736.00
		WARRANT TOTAL		3,534.00
69156	ACTION COMMUNICATIONS INC	SMALL TOOLS & MINOR EQUIP	FD	1,611.64
		WARRANT TOTAL		1,611.64
69157	ALLCERT, LLC	REPAIR/MAINTENANCE-EQUIP	ST	450.00
		WARRANT TOTAL		450.00
69158	ALPINE FIRE & SAFETY	SAFETY EQUIPMENT	CEM	23.64
		WARRANT TOTAL		23.64
69159	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	16.07
		MISC-LAUNDRY	CEM	25.20
		REPAIR/MAINT-STREETS	ST	19.19
		MISC-LAUNDRY	ST	17.20
		LAUNDRY	SWR	17.96
		LAUNDRY	SWR	32.75
		WARRANT TOTAL		128.37
69160	ASI	PROFESSIONAL SERVICES	SWR	135.00
		PROFESSIONAL SERVICES	SWR	70.00
		WARRANT TOTAL		205.00
69161	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	8,412.28
		WARRANT TOTAL		8,412.28
69162	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	132.95
		OPERATING SUPPLIES	SAN	1.09
		WARRANT TOTAL		134.04
69163	BANK OF AMERICA	MISC-TUITION/REGISTRATION	ST	42.12
		MISC-TUITION/REGISTRATION	ST	28.72
		CONTAINERS	SAN	790.94
		WARRANT TOTAL		861.78
69164	BANK OF AMERICA	SUPPLIES	LGS	44.97
		SUPPLIES	ENG	10.00
		OPERATING SUPPLIES	PK	19.99
		WARRANT TOTAL		74.96
69165	BARNETT IMPLEMENT CO. INC	REPAIR/MAINT-EQUIP & BLDG	CEM	51.94
		REPAIR/MAINTENANCE-EQUIP	ST	167.71
		REPAIRS/MAINT-EQUIP	SAN	56.81
		WARRANT TOTAL		276.46
69166	BANK OF AMERICA	NETWORK HARDWARE	IT	245.13
		OFFICE EQUIPMENT	ENG	735.39
		WARRANT TOTAL		980.52
69167	BAY CITY SUPPLY	OPERATING SUPPLIES	FD	59.42

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUP - CITY HALL	PK	70.29
		OPERATING SUP - CITY HALL	PK	209.32
		WARRANT TOTAL		339.03
69168	BIO-ENVIRONMENTAL SOLUTIONS	MAINTENANCE OF LINES	SWR	1,244.30
		WARRANT TOTAL		1,244.30
69169	BOTTOM LINE BOOKS	BOOKS, PERIOD, RECORDS	LIB	36.92
		WARRANT TOTAL		36.92
69170	BOULDER PARK, INC	SOLIDS HANDLING	SWR	4,157.99
		WARRANT TOTAL		4,157.99
69171	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
69172	BRABER EQUIPMENT LTD.	REPAIR/MAINTENANCE-EQUIP	ST	197.23
		REPAIR/MAINTENANCE-EQUIP	ST	46.17
		REPAIR/MAINTENANCE-EQUIP	ST	863.01
		REPAIR/MAINTENANCE-EQUIP	ST	403.27
		WARRANT TOTAL		1,509.68
69173	CARDIAC SCIENCE CORP.	OPERATING SUPPLIES	FD	72.01
		WARRANT TOTAL		72.01
69174	CARLETTI ARCHITECTS P.S.	ARCHITECTURAL SERVICES	F-C	34,067.26
		WARRANT TOTAL		34,067.26
69175	CARROT-TOP INDUSTRIES INC	FLAGS	FD	201.19
		WARRANT TOTAL		201.19
69176	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	PLN	12.36
		SUPPLIES	ENG	12.36
		OFF/OPER SUPPS & BOOKS	INSP	12.36
		WARRANT TOTAL		37.08
69177	CONCRETE NOR'WEST, INC.	OTHER IMPROVEMENTS	SWR	730.35
		WARRANT TOTAL		730.35
69178	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	17.57
		WARRANT TOTAL		17.57
69179	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT-EQUIP	FD	270.28
		WARRANT TOTAL		270.28
69180	CRYSTAL SPRINGS	SUPPLIES/BOOKS	PLN	4.65
		SUPPLIES	ENG	4.66
		OPERATING SUPPLIES	FD	25.95
		OFF/OPER SUPPS & BOOKS	INSP	4.65
		OPERATING SUP - PARKS SHOP	PK	11.96
		OPERATING SUPPLIES	CEM	16.56
		OPERATING SUPPLIES	ST	25.15

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	49.64
		OPERATING SUPPLIES	SAN	49.90
		WARRANT TOTAL		193.12
69181	DC'S PRINTING & AWARDS	SUPPLIES/BOOKS	PLN	10.82
		WARRANT TOTAL		10.82
69182	DALCO, INC	REPAIRS/MAINT-EQUIP	SAN	73.22
		WARRANT TOTAL		73.22
69183	DICK'S RESTAURANT SUPPLY	MACHINERY/EQUIP-COMM CTR	PK	3,244.92
		WARRANT TOTAL		3,244.92
69184	D.K. SYSTEMS INC.	REPAIR/MAINT-CITY HALL	PK	911.04
		WARRANT TOTAL		911.04
69185	E & E LUMBER	SUPPLIES	ENG	55.15
		REPAIRS/MT-PARKS SHOP	PK	6.76
		REPAIR/MT-LIONS ROADSIDE PARK		10.83
		REPAIR/MT-METCALF BALL PARK	PK	7.75
		OPERATING SUPPLIES	ST	82.92
		OPERATING SUPPLIES	SAN	42.71
		OPERATING SUPPLIES	SAN	30.18
		SMALL TOOLS & MINOR EQUIP	SAN	38.62
		WARRANT TOTAL		274.92
69186	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	211.00
		PROFESSIONAL SERVICES	SWR	224.00
		PROFESSIONAL SERVICES	SWR	121.00
		WARRANT TOTAL		556.00
69187	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	34.58
		SUPPLIES	JUD	33.89
		SUPPLIES	FIN	36.33
		WARRANT TOTAL		104.80
69188	EXCAVATION WEST, LLC	MAINTENANCE OF LINES	SWR	3,747.68
		WARRANT TOTAL		3,747.68
69189	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	ENG	20.00
		OPERATING SUPPLIES	SAN	100.00
		WARRANT TOTAL		120.00
69190	GRAINGER PARTS	SAFETY EQUIPMENT	ST	1,312.88
		WARRANT TOTAL		1,312.88
69191	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	114.00
		OPERATING SUP - COMM CENTER	PK	150.00
		OPERATING SUP - SENIOR CTR	PK	135.00
		OPERATING SUP - CITY HALL	PK	156.00
		OPERATING SUPPLIES	SWR	114.00
		WARRANT TOTAL		669.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69192	HACH COMPANY	OPERATING SUPPLIES	SWR	467.86
		WARRANT TOTAL		467.86
69193	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	134.10
		WARRANT TOTAL		134.10
69194	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	64.50
		UTILITIES-PORTABLE TOILETS	PK	64.50
		UTILITIES-PORTABLE TOILETS	PK	64.50
		WARRANT TOTAL		193.50
69195	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	146.12
		WARRANT TOTAL		146.12
69196	L N CURTIS & SONS	OPERATING SUPPLIES	FD	136.33
		WARRANT TOTAL		136.33
69197	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	232.00
		WARRANT TOTAL		232.00
69198	LAW ENFORCEMENT TARGETS, INC.	AMMUNITION	PD	101.68
		WARRANT TOTAL		101.68
69199	LOGGERS AND CONTRACTORS	UNIFORMS/ACCESSORIES	PD	127.40
		OPERATING SUPPLIES	FD	484.50
		SAFETY EQUIPMENT	PK	25.40
		OPERATING SUPPLIES	ST	118.41
		WARRANT TOTAL		518.89
69200	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
69201	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	1,664.34
		OPERATING SUPPLIES	SAN	10.82
		WARRANT TOTAL		1,675.16
69202	NEW PIG CORPORATION	OPERATING SUPPLIES	SAN	1,318.29
		WARRANT TOTAL		1,318.29
69203	NEWMAN SIGNS INC	OPERATING SUPPLIES	ST	450.37
		OPERATING SUPPLIES	ST	347.89
		WARRANT TOTAL		798.26
69204	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	267.82
		WARRANT TOTAL		267.82
69205	NW WA CHAPTER OF I.C.C.	MISC-DUES	INSP	100.00
		WARRANT TOTAL		100.00
69206	OASYS	REPAIR/MAINTENANCE	JUD	150.34
		NETWORK HARDWARE	IT	9,808.33
		NETWORK HARDWARE	IT	9,808.33

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		EQUIPMENT LEASES	CS	333.00-
		EQUIPMENT LEASES	CS	53.42
		SUPPLIES/BOOKS	PLN	240.86-
		SUPPLIES/BOOKS	PLN	152.21
		SUPPLIES	ENG	240.86-
		SUPPLIES	ENG	152.21
		OFF/OPER SUPPS & BOOKS	INSP	240.87-
		OFF/OPER SUPPS & BOOKS	INSP	152.22
		WARRANT TOTAL		19,221.47
69207	OFFICE DEPOT	OFFICE SUPPLIES	FD	17.20
		WARRANT TOTAL		17.20
69208	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	ST	107.77
		WARRANT TOTAL		107.77
69209	PACIFIC COMMERCIAL LOCK & KEY	OPERATING SUPPLIES	SWTR	1,411.90
		WARRANT TOTAL		1,411.90
69210	PARK, BOB	OFFICE/OPERATING SUPPLIES	PD	11.06
		WARRANT TOTAL		11.06
69211	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	108.16
		REPAIR/MT-SMALL TOOLS EQUIP PK		57.86
		REPAIR/MT-SMALL TOOLS EQUIP PK		25.31
		WARRANT TOTAL		191.33
69212	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34
		POSTAGE	FD	47.33
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
69213	PROTECH AUTOMOTIVE	REPAIR & MAINTENANCE	CS	41.63
		WARRANT TOTAL		41.63
69214	PRINTWISE, INC.	SUPPLIES	JUD	124.16
		SUPPLIES	JUD	69.25
		SUPPLIES	JUD	102.80
		SUPPLIES	JUD	196.92
		PRINTING/PUBLICATIONS	PD	47.61
		PRINTING/PUBLICATIONS	PD	47.61
		SOLID WASTE DISPOSAL	SAN	98.47
		WARRANT TOTAL		686.82
69215	REICHHARDT & EBE ENG, INC	ENG-SR20 WIDE METCALF-TOWN ART	ART	19,258.02
		PROF SVS-ENGINEERING	SWR	1,281.94
		PROF SVS-ENGINEERING	SWR	13,308.21
		WARRANT TOTAL		33,848.17

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 04/28/2010 (Printed 04/22/2010 15:46)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69216	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	47.65
		OFFICE/OPERATING SUPPLIES	PD	68.26
		OFFICE SUPPLIES	FD	68.26
		WARRANT TOTAL		184.17
69217	SAFETY MEETING OUTLINES	MISC-DUES/SUBSCRIPTIONS	PK	27.00
		SAFETY EQUIPMENT	CEM	27.00
		SAFETY EQUIPMENT	ST	27.00
		SAFETY EQUIPMENT	SWR	27.00
		OPERATING SUPPLIES	SAN	27.00
		WARRANT TOTAL		135.00
69218	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	113.21
		WARRANT TOTAL		113.21
69219	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	102.79
		WARRANT TOTAL		102.79
69220	SEDRO-WOLLEY AUTO PARTS	OPERATING SUPPLIES	CEM	3.16
		REPAIR/MAINTENANCE-EQUIP	ST	37.11
		REPAIR/MAINTENANCE-EQUIP	ST	10.77
		REPAIR/MAINTENANCE-EQUIP	ST	126.85
		OPERATING SUPPLIES	SAN	108.18
		OPERATING SUPPLIES	SAN	41.03
		WARRANT TOTAL		327.10
69221	SEDRO-WOLLEY GLASS	REPAIR/MT-HARRY OSBORNE	PK	225.06
		WARRANT TOTAL		225.06
69222	SEDRO-WOLLEY TIRE & AUTO REPAIR	REPAIR/MAINT-EQUIP & BLDG	CEM	80.78
		WARRANT TOTAL		80.78
69223	SIGNATURE FORMS INC.	SUPPLIES	FIN	598.58
		WARRANT TOTAL		598.58
69224	SKAGIT COUNTY AUDITOR	ELECTION COSTS	LGS	4,560.66
		WARRANT TOTAL		4,560.66
69225	SKAGIT CO. DISTRICT COURT	DISTRICT COURT SURCHARGE	JUD	1,474.25
		WARRANT TOTAL		1,474.25
69226	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	1,700.00
		WARRANT TOTAL		1,700.00
69227	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	42,043.80
		WARRANT TOTAL		42,043.80
69228	SKAGIT CO. COMMUNITY SERVICES	SKAGIT SENIOR SERVICES	SEN	5,110.25
		WARRANT TOTAL		5,110.25
69229	SKAGIT COUNTY SHERIFF	PRISONERS	PD	7,929.30
		WARRANT TOTAL		7,929.30

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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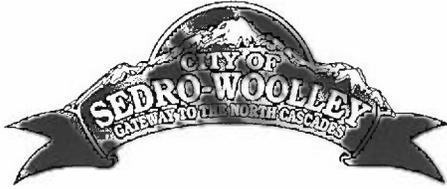
WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69230	SKAGIT COUNTY TREASURER	TAXES AND ASSESSMENTS	CS	129.50
		PROFESSIONAL SERVICES	FD	20.85
		TAXES AND ASSESSMENTS	PK	75.52
		TAXES AND ASSESSMENTS	ST	52.08
		EXTERNAL TAX ON UTILITY	SWR	22.36
		TAXES & ASSESSMENTS	SWTR	27.06
		WARRANT TOTAL		327.37
69231	SKAGIT FARMERS SUPPLY	REPAIR/MAINTENANCE-LAND	CEM	48.68
		OPERATING SUPPLIES	SAN	20.55
		WARRANT TOTAL		69.23
69232	SKAGIT VALLEY PUBLISHING	ADVERTISING	PLN	67.50
		WARRANT TOTAL		67.50
69233	STATE AUDITOR'S OFFICE	STATE AUDITING	FIN	20,210.60
		WARRANT TOTAL		20,210.60
69234	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
69235	SUNNYTECH, INC.	NETWORK HARDWARE	IT	6,049.95
		REPAIR/MAINTENANCE	SAN	604.99
		WARRANT TOTAL		6,654.94
69236	TRUE VALUE	MACHINERY & EQUIPMENT	PD	10.27
		MACHINERY & EQUIPMENT	PD	4.32
		MACHINERY & EQUIPMENT	PD	8.65
		MACHINERY & EQUIPMENT	PD	3.24
		MACHINERY & EQUIPMENT	PD	29.19
		MACHINERY & EQUIPMENT	PD	48.68
		REPAIRS/MAINT-HYDRANTS	FD	125.46
		OPERATING SUP - PARKS SHOP	PK	68.09
		REPAIR/MT-HAMMER SQUARE	PK	23.78
		REPAIR/MT-METCALF BALL PARK	PK	75.60
		REPAIR/MAINTENANCE-EQUIP	ST	5.17
		OPERATING SUPPLIES	ST	10.27
		REPAIRS/MAINT-EQUIP	ST	8.74
		MAINT OF GENERAL EQUIP	SWR	47.11
		OPERATING SUPPLIES	SWR	33.53
		OPERATING SUPPLIES	SWR	13.50
		OPERATING SUPPLIES	SWR	26.47
		OPERATING SUPPLIES	SWR	8.65
		OPERATING SUPPLIES	SAN	22.47
		OPERATING SUPPLIES	SAN	14.06
		OPERATING SUPPLIES	SAN	175.57
		OPERATING SUPPLIES	SAN	13.33
		WARRANT TOTAL		776.15
69237	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	818.44
		WARRANT TOTAL		818.44

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69238	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	14.50
		WARRANT TOTAL		14.50
69239	VALLEY AUTO SUPPLY	OPERATING SUPPLIES	SAN	28.71
		OPERATING SUPPLIES	SAN	60.55
		WARRANT TOTAL		89.26
69240	VERIZON NORTHWEST	TELEPHONE	JUD	76.20
		TELEPHONE	EXE	114.30
		TELEPHONE	FIN	114.30
		TELEPHONE	LGL	50.80
		TELEPHONE	IT	38.10
		TELEPHONE	PLN	38.10
		TELEPHONE	ENG	88.90
		TELEPHONE	PD	380.78
		TELEPHONE	PD	77.98
		TELEPHONE	FD	139.70
		TELEPHONE	INSP	38.10
		TELEPHONE	PK	25.40
		PUBLIC UTILITIES-CITY HALL	PK	155.94
		TELEPHONE	ST	12.70
		TELEPHONE	LIB	63.50
		TELEPHONE	SWR	101.60
		TELEPHONE	SAN	50.80
		TELEPHONE	SAN	53.04
		WARRANT TOTAL		1,620.24
69241	VISTEN, LESLIE	RETIRED MEDICAL	PD	79.00
		WARRANT TOTAL		79.00
69242	WA STATE DEPT OF ECOLOGY	TUITION/REGISTRATION	ENG	75.00
		WARRANT TOTAL		75.00
69243	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	54.00
		WARRANT TOTAL		54.00
69244	WA STATE DEPT OF REVENUE	OFFICE/OPERATING SUPPLIES	PD	16.45
		OPERATING SUPPLIES	FD	12.86
		TAXES AND ASSESSMENTS	PK	19.88
		TAXES AND ASSESSMENTS	CEM	350.35
		REPAIR/MAINTENANCE-EQUIP	ST	87.11
		SUPPLIES	LIB	14.21
		TAXES AND ASSESSMENTS	LIB	13.99
		BOOKS, PERIOD, RECORDS	LIB	2.87
		OPERATING SUPPLIES	SWR	9.59
		TAXES AND ASSESSMENTS	SWR	5,172.43
		TAXES & ASSESSMENTS	SAN	5,624.06
		WARRANT TOTAL		11,323.80
69245	WA ST DEPT OF TRANS	CONST-FRUITDALE MCGARIGLE	AST	1,395.20
		WARRANT TOTAL		1,395.20

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69246	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	173.25
		WARRANT TOTAL		173.25
69247	WASHINGTON STATE LIBRARY	INTERNET	LIB	323.89
		WARRANT TOTAL		323.89
69248	WAPATO POLICE DEPARTMENT	PRISONERS	PD	3,250.00
		WARRANT TOTAL		3,250.00
69249	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	6,547.65
		WARRANT TOTAL		6,547.65
69250	WESTERN SYSTEMS	CONTAINERS	SAN	24,583.06
		WARRANT TOTAL		24,583.06
69251	WEST PAYMENT CTR	WESTLAW SERVICES	LGL	322.57
		WARRANT TOTAL		322.57
69252	WOOD'S LOGGING SUPPLY INC	SMALL TOOLS & MINOR EQUIP	FD	23.70
		POSTAGE	FD	7.57
		POSTAGE	FD	9.77
		POSTAGE	FD	46.77
		OPERATING SUPPLIES	SWR	7.31
		OPERATING SUPPLIES	SAN	35.71
		OPERATING SUPPLIES	SAN	333.47
		WARRANT TOTAL		464.30
69253	WORLD BOOK DIRECT MARKET	BOOKS, PERIOD, RECORDS	LIB	42.40
		WARRANT TOTAL		42.40
69254	OLSON, TAMMY	CEMETERY FEES		2.00
		WARRANT TOTAL		2.00
		RUN TOTAL		284,160.91

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	95,578.32
101	PARK FUND	5,932.20
102	CEMETERY FUND	645.38
103	STREET FUND	4,820.99
104	ARTERIAL STREET FUND	20,653.22
105	LIBRARY FUND	497.78
330	1996 FIRE STATION CONST FUND	34,067.26
401	SEWER FUND	34,127.38
412	SOLID WASTE FUND	86,399.42
425	STORMWATER	1,438.96
TOTAL		284,160.91

DEPARTMENT	AMOUNT
001 000 011	4,605.63
001 000 012	9,479.89
001 000 013	114.30
001 000 014	21,153.27
001 000 015	2,873.37
001 000 017	25,949.84
001 000 018	24.50
001 000 019	92.11
001 000 020	977.71
001 000 021	21,600.08
001 000 022	3,483.58
001 000 024	113.79
001 000 055	5,110.25
FUND CURRENT EXPENSE FUND	95,578.32
101 000 076	5,932.20
FUND PARK FUND	5,932.20
102 000 000	2.00
102 000 036	643.38
FUND CEMETERY FUND	645.38
103 000 042	4,820.99
FUND STREET FUND	4,820.99
104 000 042	20,653.22
FUND ARTERIAL STREET FUND	20,653.22
105 000 072	497.78
FUND LIBRARY FUND	497.78
330 000 082	34,067.26
FUND 1996 FIRE STATION CONST FUND	34,067.26
401 000 035	34,127.38
FUND SEWER FUND	34,127.38
412 000 037	86,399.42
FUND SOLID WASTE FUND	86,399.42
425 000 039	1,438.96
FUND STORMWATER	1,438.96
TOTAL	284,160.91



CITY COUNCIL AGENDA
REGULAR MEETING

CITY OF SEDRO-WOOLLEY

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

APR 28 2010

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

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

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Request for Authorization to Purchase Replacement Parts**
Parkson – Hycor Screen at Wastewater Treatment Plant

DATE: April 12, 2010 (for Council action April 28, 2010)

ISSUE

Should council authorize Wastewater Superintendent Debbie Allen to proceed with purchase of Hycor Screen replacement parts per the attached quotation from Parkson for \$35,239 plus freight and sales tax?

BACKGROUND/DISCUSSION

Two Hycor fine screens installed in 1997 are part of the wastewater treatment process at the wastewater treatment facility. One of these screens failed in 2009, requiring replacement of the drive shaft subassembly. Council authorized purchase of the replacement parts from the manufacturer at the November 12, 2009 council meeting. We noted at that time that the second screen may require similar attention in the near future. The replacement work for the first screen was completed in early 2010.

The second screen is now exhibiting similar symptoms to the first one. In order to be proactive, Debbie Allen has requested permission to order the drive shaft subassembly for this unit so that it can be scheduled for replacement. Attached is the Aftermarket Sales Quotation from Parkson, the sole source supplier for this equipment. The total anticipated cost with sales tax and shipping is approximately \$41,000.

The purchase will be funded by a budget amendment transfer from the Account 402 Sewer Facilities Reserve, currently with a balance of \$376,000.

MOTION:

Move to authorize Wastewater Superintendent Debbie Allen to proceed with purchase of Hycor Screen replacement parts per the attached quotation from Parkson for \$35,239 plus freight and sales tax?



562 Bunker Court
Vernon Hills, IL 60061-1831

Serial or Project # H-0012670Z, Model Type HLS500XL
Quotation Number: **Sedro-Woolley H0012670Z (Unit #2) MLF 04-08-2010**

Bill To:

Shipto:

Special Shipping Instructions: _____

All orders are subject to the approval of Parkson's Credit Department.

Our mailing address is 562 Bunker Court Vernon Hills, IL 60061-1831.

Our remit to address is P.O. Box 863098 Orlando, FL 32886-3098.

In lieu of a formal Purchase Order, you may sign and fax this Quotation to (847) 837-4996 which will demonstrate your acceptance of this Quotation and its Terms and Conditions. Simply include your P.O. Number, and signature below. Please mark items purchased above with an "X" and indicate quantities.

Customer PO Number _____

Customer Signature _____

ccRep: William H. Reilly & Company

Rep Tel: (503) 223-6197

RepFax: (503) 223-0845

Note: To avoid a delay in processing your order, please be advised that any order received that does not match our terms quoted cannot be entered in our system and will be returned for correction.

Rev. Date 2/16/10

Fort Lauderdale ♦ Chicago ♦ Montreal ♦ Dubai

www.parkson.com
services@parkson.com



AFTERMARKET TERMS AND CONDITIONS (DOMESTIC)

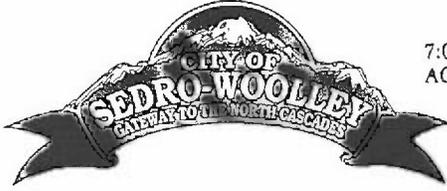
These terms and conditions ("Agreement") apply to your purchase of Parts as described on page 1 above ("Parts") from Parkson Corporation ("Parkson"), is the entire contract between you and Parkson and supercedes any previous communications, representations or contracts between you and Parkson regarding the Parts. Any additional or different terms will not apply and this Agreement may not be altered, supplemented or amended unless agreed to in writing by Parkson. By placing an order based on this Quotation, you accept and are bound to this Agreement.

1. **Orders.** Either a Purchase Order from you referencing this Quotation or the execution of this Quotation is required prior to order activation. You are responsible to ensure that all information provided to Parkson is accurate and complete. Your order is subject to both acceptance and cancellation by Parkson, in its sole discretion. All orders are subject to Credit approval. Miscellaneous expenses (courier, freight charges, handling, insurance, etc.) and travel associated with the order will be for your account. You may not cancel or change an Order after acceptance by Parkson without the written consent of Parkson. If Parkson, in its sole discretion, agrees to cancel an Order, you are responsible to pay for all work completed and expenses incurred from the earlier of the date of the order, or authorization to proceed, plus a cancellation fee of 20% of the order value. If Parkson, in its sole discretion, agrees to change an order at your request, you are responsible to pay for all additional expenses resulting from that change.
2. **Payment Terms.** Payment terms are 100% Net 30 due from date of invoice, subject to credit approval. Parkson accepts cash, check, Visa, MasterCard and American Express. Parkson may invoice part of an order separately. If any payment is not made on time, late charges computed at the lesser of one and one-half percent (1½%) per month or the highest amount permitted by law, shall be due and payable. There is a \$50 minimum on all orders. A Packaging and Handling fee of \$25 for all orders under \$2,000.00 will apply unless paying by credit card. In those situations, fees will be waived.
3. **Shipping; Title; Risk of Loss; Acceptance.** Parkson will pre-pay and add delivery charges to your invoice as a courtesy. Shipping terms for all Parts are FOB shipping point; therefore, delivery failures are not Parkson's responsibility. Quoted lead-times reflect best estimation based on loading and capacity at time of Quotation, but are not guaranteed. Parkson reserves the right to inform you of lead-time changes. You must notify Parkson within ten (10) days of receipt of shipment, in writing, if you believe any part of your purchase is missing, wrong or damaged. Unless you have so notified Parkson, specifying the nature of what is missing, wrong, or damaged within ten (10) days of shipment, Parts will be deemed accepted, non-returnable and non-refundable.
4. **Taxes.** Unless provided with a valid and correct tax exemption certificate applicable to your purchase of Parts and the Parts' ship-to location, Parts sold by Parkson and shipped to certain destinations are subject to collection of sales tax by Parkson. You are responsible for any other sales, use or other taxes associated with the order.
5. **Force Majeure.** Parkson shall not be responsible for any delay or failure in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions or any other occurrence commonly known as Force Majeure, including war, riots, acts of terrorism, embargoes, strikes, or other concerted acts of workers, casualties or accidents, or any other causes or circumstances that prevent or hinder the manufacture or delivery of the Parts. Parkson may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence and in such event Parkson shall have no liability to you whatsoever.
6. **Warranty.** For a period of ninety (90) days following the Parts shipment date, the Parts are limitedly warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions, this policy and maintenance/operating procedures. To make claim under this Warranty, you must notify Parkson within ten (10) business days after the date of discovery of any nonconformity and make the affected Parts immediately available for inspection by Parkson or its service representative. If Parkson's inspection indicates nonconforming materials and/or workmanship, the Parts will, at Parkson's option, either be repaired or replaced without charge. Upon receipt of Parkson's written consent, Parts may be promptly returned to Parkson, F.O.B. its factory. However, under certain circumstances, Parkson may decide, in its sole discretion, to repair or replace Parts at the Project site. Buyer hereby agrees to provide Parkson, its employees and/or representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Parkson for the purpose of repairing and/or replacing nonconforming Parts per this Warranty. The following will void this warranty: Parts that are used for purposes other than those for which they were designed; Parts not used in accordance with generally approved practices; disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism; unauthorized alterations to or modifications of the Parts not approved by Parkson, in writing; Abuse, neglect or misuse of Parts, including without limitation, operation of Parts after a defect is discovered; Operation of Parts by persons not properly trained for that purpose; failure to operate the Parts in accordance with Parkson's specifications, O&M manuals or other written guidelines; and/or, failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance. Parkson is not liable for any corrective work or expenditure that has not been authorized by Parkson in writing prior to the commencement of such work and prior to committing to such expenditures. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Parkson's current per diem, plus all travel and living expenses. Onsite labor and freight are not covered by this Warranty. This Warranty does not cover normal wear and tear. Following a Warranty claim, verification of proper operation and maintenance is required. Physical damage due to external forces and/or accident is not covered by this Warranty. The effects of corrosion and unforeseeable influent characteristics are excluded from this Warranty. Actions by 3rd parties in causing nonconformity of the Parts are not covered under this Warranty. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
7. **Limitation of Liability.** PARKSON DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY FOR PARTS NOT BEING AVAILABLE FOR USE, LOST REVENUE OR PROFITS OR LOSS OF BUSINESS. PARKSON WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PARTS, PARKSON IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PARTS. PARKSON SHALL NOT BE RESPONSIBLE, UNDER ANY CIRCUMSTANCES, FOR ATTORNEYS' OR LITIGATION EXPENSES.
8. **Indemnification.** You shall comply and require your employees to comply with all instructions provided by Parkson regarding installation, use and maintenance of the Parts and shall require your employees to use reasonable care and all safety devices in the operation and maintenance of said Parts. You shall not remove or permit removal or modification of any safety device, warning sign or label. You shall immediately give Parkson written notice of any personal injury or property damage arising out of the use of the Parts and cooperate with Parkson in investigating any such accident or malfunction. You agree to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind and nature (including attorney's fees) ("Actions") for personal injury or property damage arising from or in any way connected with the operations, activities or use of the Parts if you fail to fulfill any of the foregoing obligations. You agree to indemnify Parkson, its employees, agents, representatives and suppliers from and against any and all Actions, regardless of form, concerning any breach of this Agreement by you, any acts or omissions by you relating to your performance hereunder, and any claim of third parties arising out of this Agreement or the sale of Parts hereunder.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the choice of law principles thereof. Any action arising out of or relating to this Agreement shall be brought to any federal or state court in Florida, having jurisdiction of the subject matter, and you irrevocably consent that such a court shall have personal jurisdiction over you and you waive any objection that the court is an inconvenient forum.



CITY COUNCIL AGENDA
REGULAR MEETING

APR 28 2010



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Personnel Policies
DATE: April 28, 2010

ISSUE: Should the Council approve the attached resolution adopting a personnel policy regarding wellness for non-represented employees?

BACKGROUND: The City has long provided reimbursement for gym membership fees for employees represented by AFSCME and the SWSPG. As part of the City's new wellness program, this policy would extend the same benefit (up to \$15.00 per month) to non-represented employees.

RECOMMENDATION: Motion to approve the attached personnel policy regarding wellness for non-represented employees.

Policy ___ PHYSICAL EXERCISE & WELLNESS FOR NON-REPRESENTED EMPLOYEES

A. PHYSICAL ACTIVITY REIMBURSEMENTS

The City of Sedro-Woolley has adopted a City-wide program of wellness and has long provided employees represented by both AFSCME and the SWPSG with reimbursement for gym membership fees. As part of the City's wellness program, the City desires to extend this benefit to all regular full-time employees.

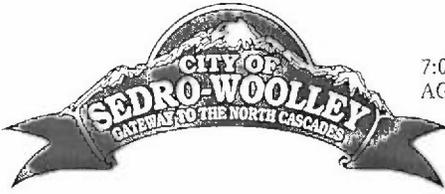
This policy is effective for regular full-time employees of the City who are not represented by or part of any bargaining unit.

The City will reimburse fifteen Dollars (\$15.00) per month per employee towards the cost of a physical training membership, gym fee or other physical activity program (i.e., yoga classes, spin classes, etc). The balance of the program cost will be paid by the City employee who voluntarily participates in the program.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 28 2010

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) 855-9933
Fax (360) 855-0733

Mark A. Freiberger
Director of Public Works/City Engineer

MEMO TO: City Council
FROM: Mark Freiberger
RE: Transportation Grant Approval & Match Commitments
DATE: April 20, 2010

ISSUE: Should the Council authorize staff to apply for the following grants, along with commitment of the suggested GMA Impact Fee funds as local match?

1. **Safe Routes to Schools – due May 3, 2010**
Administered by WSDOT
\$3.0 million available
Project Name: SR9 Pedestrian/Bicycle Safety Improvements Project
Estimate \$800,000, with \$400,000 from SRTS and **\$50,000 local from GMA Impact Fees**
2. **Skagit Sub-Regional Transportation Enhancement Program Grant – due May 6, 2010**
Administered by Skagit/Island MPO/RTPO
\$598,000 available Skagit/Island MPO
Project Name: SR9 Pedestrian/Bicycle Safety Improvements Project
Estimate \$800,000, with \$150,000 from Enhancement and **\$50,000 local from GMA Impact Fees (same as above)**
3. **Transportation Improvement Board Urban Sidewalk Program Grant – August 2010**
Administered by Transportation Improvement Board
\$2,000,000 available state wide
Project Name: SR9 Pedestrian/Bicycle Safety Improvements Project
Estimate: \$800,000, with \$150,000 from TIB and **\$50,000 from GMA Impact Fees (same as above)**
4. **Transportation Improvement Board Urban Arterial Program Grant – August 2010**
Administered by Transportation Improvement Board
\$38,000,000 available state wide
Project Name: SR9/Jameson Arterial Extension Project
Estimate: \$2,831,000, with \$1,000,000 from TIB, \$350,000 from Skagit County EDC, \$457,000 from ROW donations and **\$200,000 from GMA Impact Fees**

5. Transportation Improvement Board Urban Arterial Program Grant – due August 2010

Administered by Transportation Improvement Board

\$38,000,000 available state wide

Project Name: SR20, Metcalf to SR9/Township Street Lane Widening & Bicycle/Pedestrian Improvements Project

Estimate: \$1,020,000, with \$750,000 from TIB, \$120,000 from WSDOT and **\$130,000 from GMA Impact Fees**

BACKGROUND: City Staff continue to search for grant opportunities that fit City projects and needs. This memo details five grant opportunities that could improve infrastructure and quality of life in Sedro-Woolley. Each grant project is described below in a little more detail:

1. **2011 SR9 Pedestrian/Bicycle Safety Improvements Project.** This is an extension of the sidewalk improvements constructed in 2009 on the east side of SR9 from Evans to Lucas, and on the west side of SR9 at McGarigle. We are proposing to construct these sidewalks in phases, as funding permits. The first three grant opportunities noted above are all proposed to fund what we are calling Phases 1 and 2 of the project. Phase 1 would extend the 2009 sidewalk improvements on the west side of SR9 north from Lucas Drive to the existing sidewalk at Park Cottage Place. Phase 2 would extend the 2009 sidewalk improvements on the east side of SR9 at McGarigle north to the existing sidewalks at Summer Meadows. These phases will result in connecting significant pedestrian generating areas (Sapp Road, Park Cottage Estates and Summer Meadows) to the existing bicycle and pedestrian system, greatly enhancing safety and mobility. Future phases would extend the east side SR9 sidewalks north from Park Cottage to the new Fire Station 2 site, and from Summer Meadows north to the north city limits along the east side of SR9. We propose allocating \$50,000 in GMA Impact fees to provide local match.

2. **SR9/Jameson Arterial Extension Project.** This project is familiar to council, having been the subject of a TIB Urban Arterial Program application in 2008. After a two year hiatus due to revenue limitations, TIB is scheduled to announce in June a \$38 million program for FY2011. We anticipate the need to decrease the TIB portion of the application to approximately \$1.0 million, which will require adding local funds. We are optimistic that Skagit County will restore the \$350,000 previously applied for under the Economic Development program (the design phase was funded at \$150,000). We propose to allocate an additional \$200,000 in GMA Impact Fee funds to this project, which added to the previously committed \$150,000, would raise the total to \$350,000. We hope to pick up the balance in scope changes and a better bid climate than when the project was previously estimated.

3. **SR20, Metcalf to SR9/Township Street Lane Widening & Bicycle/Pedestrian Improvements Project.** This is the same project for which we have previously sought PWTF funding (unsuccessful) and have a current FY2011 Federal Appropriations Request sponsored by Representative Larsen's office. Our thought is to apply for this project under the TIB Urban Arterial Program as well. This project should score well under TIB due to the high accident rate on the route, its continuation of existing pedestrian facilities and addition of bicycle facilities. The same estimate as used for the Appropriations Request would result in commitment of \$130,000 in GMA Impact Fee funds. WSDOT has committed \$120,000 towards this project.

We do not expect that all of these grant opportunities would be funded, but here is the potential impact on the GMA Impact Fee fund if all were funded. The GMA Impact Fee fund does not include any deposits for 2010.

GMA Impact Fee Fund Balance 4/20/10	\$617,416
Final SR20 F&S Retention	\$ 55,116
Remaining Fruit-Mac	\$ 75,000
Remaining SR9 Bike Ped	\$ 33,797
Remaining SR9 Jameson	\$150,000
Net Fund Available	\$303,503

Proposed 2010/2011 Projects	
SR9 Sidewalk Project	\$ 50,000
SR9 Jameson Arterial Project	\$200,000
SR20 Widening Project	\$130,000
Total	\$380,000

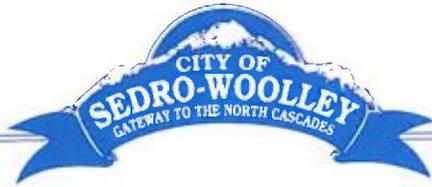
It is unlikely that all of the projects would be funded. If however by some chance they are all funded, we would need to prioritize and refuse some of the funds if other sources do not become available.

RECOMMENDATION:

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

APR 28 2010

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 4



SUBJECT: PUBLIC COMMENT

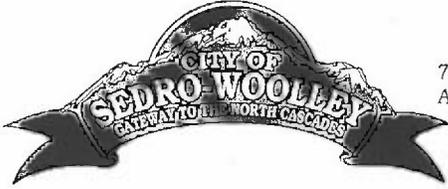
Name:
Address:
Narrative:

PUBLIC
HEARING(S)

CITY COUNCIL AGENDA
REGULAR MEETING

APR 28 2010

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



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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: N. Township Sewer Connection Fee
DATE: April 28, 2010

ISSUE: Should the Council adopt the attached ordinance that creates a special connection fee for properties served by the new sewer main on N. Township Street (from Alderwood to City limits)?

BACKGROUND: **This is a first reading and public hearing.** This ordinance is presented to establish a special connection fee for a limited area served by new sewer infrastructure. It will operate the same as the Fruitdale Road Special Connection Area created in 2010, the Cook/Trail Special Connection Area created in 2004 and the Reed Street Special Connection Area created in 1995. In each of those areas, users who connect to the sewer system pay a charge in addition to the standard connection fee.

A map showing the benefitted properties on N. Township Street is attached to this ordinance, as well as a legal description for those properties (legal to be developed). Mark used that area to calculate future growth and with that determined that the cost of this connection fee is \$730.00 per ERU. This number is the total *estimated* cost of the project divided by the estimated future build-out in the area served by the new infrastructure. This amount will be revised before the final adoption and after project completion when the total costs are known.

Finally, the property owners were mailed a notice of tonight's public hearing to the name and address on file with the Skagit County Auditor.

RECOMMENDATION: First reading and public hearing only. Open the public hearing and take any testimony for consideration – no other action requested tonight.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A UTILITY CONNECTION FEE PURSUANT TO RCW 35.92.025 FOR REAL PROPERTY BENEFITED BY A SANITARY SEWER MAIN ON NORTH TOWNSHIP STREET

Whereas, the City Council of the City of Sedro-Woolley conducted a public hearing on April 28, 2010 to consider testimony from the public regarding the advantages and disadvantages of establishing a special connection charge pursuant to RCW 35.92.025, and

Whereas, the City provided notice of the public hearing in the newspaper of record and by mailing to property owners within the special connection area, and

Whereas, the City Council considered the testimony of both the citizens and the expert opinion of the Public Works Director/City Engineer, and

Whereas, the City Council finds that the North Township Street area described in the attached Exhibit A and depicted in the attached Exhibit B, is directly benefitted by the sanitary sewer main, and that a special connection charge for the cost of this main is appropriate, and

Whereas, it is not appropriate for the cost of this infrastructure to be added to the cost of the connection fee for prior improvements, to be borne by all users, and

Whereas, the City Council finds that a special connection charge which is designed to recoup the actual cost of construction of the sewer line and associated improvements, but not to exceed this cost is appropriate, and

Whereas, the City Council finds that the Public Works Director/City Engineer has determined that, based upon a reasonable build-out density using the current underlying zoning of benefitted property with an adjustment for coverage area, the net cost per lot for these improvements is \$730.00, and

Whereas, the Public Works Director/City Engineer's stamped analysis is attached to this ordinance as Exhibit C, and

Whereas, the City Council finds that it is in the public interest and welfare to extend sanitary sewer to North Township Street from Alderwood to the City's limits, and that the residents thereof should pay the cost of these improvements, now therefore,

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

Section 1. A new section shall be added to Title 13 of the Sedro-Woolley Municipal Code as follows:

SWMC 13.____.____: Utility Connection Fee – N. Township Street

A. Residential User Connection Fee. In addition to all other charges and fees assessed by ordinance or statute, and not in lieu thereof, the owner or owners of any lot or parcel within that real property legally described on Exhibit A and illustrated on the map attached as Exhibit B set out at the end of this section, and any real property aggregated thereto and any subdivision thereof, which is served by the N. Township Street sanitary sewer main, shall pay a special connection fee in the sum of seven hundred thirty dollars for each residential dwelling unit connected to the sanitary sewer.

B. Nonresidential User Connection Fee. In addition to all other charges and fees assessed by ordinance or statute, and not in lieu thereof, the owner or owners of any lot or parcel within that real property legally described on Exhibit A and illustrated on the map attached as Exhibit B set out at the end of this section, and any real property aggregated thereto and any subdivision thereof, which is served by the N. Township Street sanitary sewer main, shall pay a special connection fee for each nonresidential structure or nonresidential use connected to the sanitary sewer in the sum of seven hundred thirty dollars for each equivalent residential unit (“ERU”). Each nonresidential sewer connection or use shall be deemed equivalent to at least a minimum of one ERU. The number of ERUs shall be determined by the superintendent, whose determination shall be final.

C. Time of payment. The special connection fee shall be due at the time of application for a building permit, if for a new structure, or at time actual connection or connection permit application, if for an existing structure.

D. Lien. If not paid when due, the special connection fee established by this section shall constitute a lien on the lot or parcel, and may be foreclosed in the manner provided by law.

E. Remedies. In the event that the owner or owners fail to pay the special connection fee established by this section, the city may, in addition to all other remedies provided by law or ordinance, seek a money judgment from the owner or owners, foreclose the lien as provided by law, terminate sewer service to the lot or parcel, or seek injunctive or equitable relief. The remedies herein provided are cumulative, and not exclusive.

F. Definitions. For purposes of this section, the following definitions shall apply:

“Equivalent residential unit (ERU)” means a common measure for all types of users to put them on an equivalent basis with a single family residential user. One ERU is equal to seven hundred fifty cubic feet of water consumption per month.

“Owner or owners” means fee owner, purchaser subject to a deed of trust or mortgage, or purchaser under a real estate contract. One who is a tenant, renter, lessee or holder of an option or right to purchase shall not be considered an owner.

“Residential dwelling unit” means a single family residence, an individual apartment unit in an apartment building, an individual dwelling unit in a duplex or multifamily residential structure, and a mobile home space or pad in a mobile home park

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

Section 3. This ordinance shall be recorded in the office of the Skagit County Auditor.

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2010, and signed in authentication of its passage this ____ day of _____, 2010.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

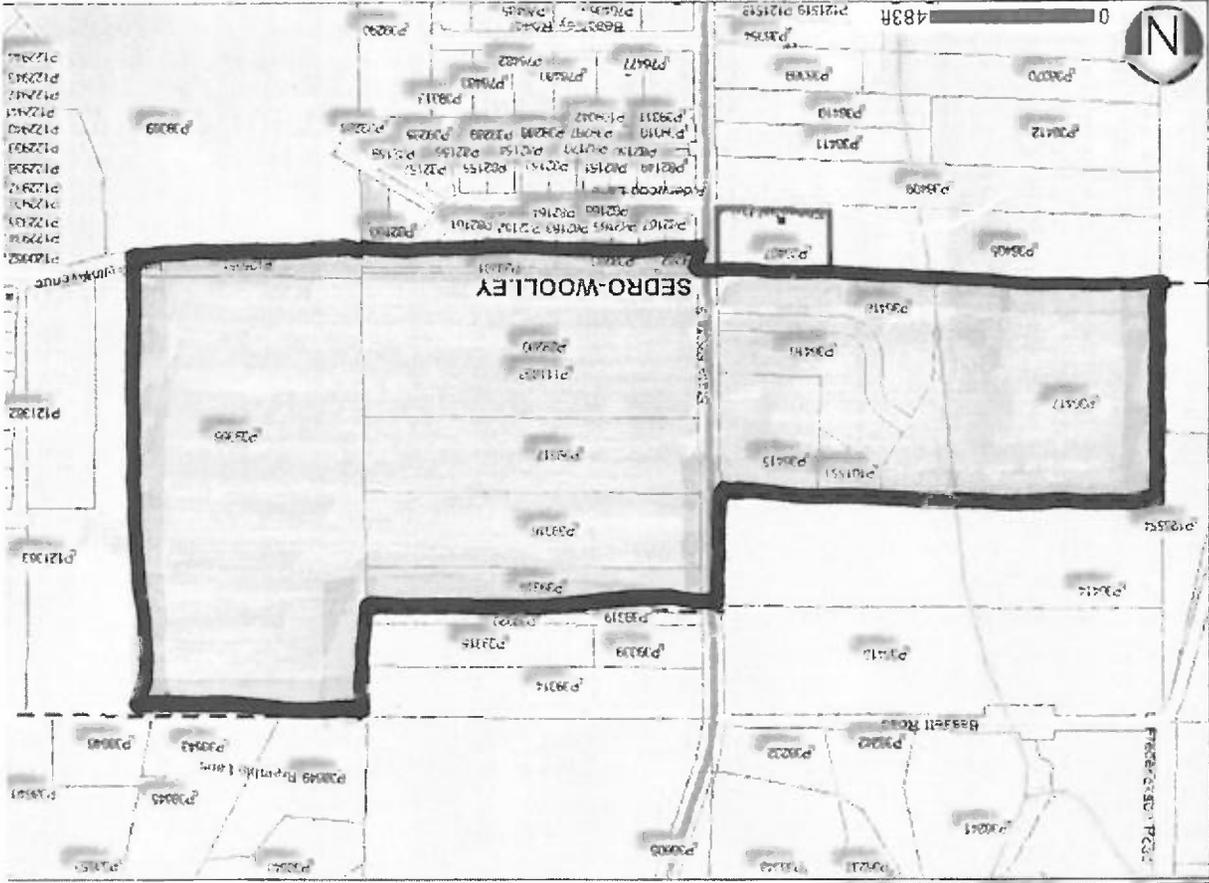
Approved as to form:

Eron Berg, City Attorney

Filed with the City Clerk:	April 22, 2010
Public Hearing:	April 28, 2010
First Reading:	April 28, 2010
Second Public Hearing:	
Second Reading:	
Passed by the City Council:	
Signed by the Mayor:	
Date of Publication:	
Recorded with County Auditor:	



Search by:
Section
Parcel Number
Address
Xref ID
Road Name



Select View Select Region

Map Size
Medium

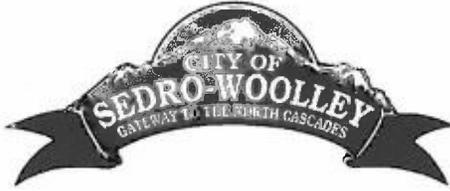
VIEW LAYERS

- County Boundary
- Railroads
- Roads
- State Roads
- Local Roads
- City Limits
- Parcel ID
- Parcels
- Rivers and Streams

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SR9, ALDERWOOD TO NORTH CML LIMITS SEWER
SPECIAL BENEFIT AREA - PROPOSED
4-20-2010

UNFINISHED
BUSINESS



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

Eron Berg
City Supervisor & Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

APR 28 2010

MEMO TO: City Council
FROM: Eron Berg
RE: Mobile vendors
DATE: April 28, 2010

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

ISSUE: Should the Council adopt the attached ordinance that revises the City's code to regulate mobile vendors and open air vendors?

BACKGROUND: This draft ordinance is presented for a second reading at your April 28, 2010 meeting. The ordinance was revised to eliminate mobile vending on private property except for non-profit organizations with the approval of the City Council and for the lunch wagon or taco wagon that is invited to serve a business.

Under this draft, mobile vending is allowed:

- i. During Community Events;
- ii. During approved Special Events;
- iii. On private property when invited by the property owner for the limited purpose of serving the business and employees of the business on private property (for example, the lunch truck being invited to serve a manufacturing company's employees);
- iv. On public streets provided the following conditions are met: (a) The vehicle must be legally parked and cannot use more than a single designated parking space; (b) The vehicle or cart may not obstruct any street or sidewalk for the passage of other vehicles or pedestrians or result in non-compliance with the Americans with Disabilities Act (ADA); (c) The vehicle must not operate in a single location for more than ten minutes at a time. For purposes of this section, one location is defined as one city block (for example, the ice cream truck selling ice cream and frozen novelties); and
- v. Non-profit organizations fundraising through mobile vending on private property with the prior approval of the City Council. In deciding to permit under this section, the City Council shall consider the location and impact to the community as well as the benefits of the non-profit organization's work in the community. The decision of the City Council shall be final and subject to review annually.

RECOMMENDATION: Motion to adopt the attached ordinance that revises the City's code to regulate mobile vendors and open air vendors.

ORDINANCE NO. _____

AN ORDINANCE ADDING A NEW CHAPTER TO SWMC TITLE 5, ESTABLISHING
RULES AND REGULATIONS FOR THE OPERATION OF MOBILE VENDING
BUSINESSES AND OPEN AIR VENDING BUSINESSES

Whereas, the City Council of the City of Sedro-Woolley finds that brick and mortar businesses within the City of Sedro-Woolley are the backbone of the community, paying property taxes for their businesses, supporting local clubs, organizations and events and serving the community's needs, and

Whereas, the City Council finds mobile vendors and open air vendors are difficult to regulate and as a result of their transient nature, those mobile vendors pay little or no property taxes and operate only during peak opportunities, leaving the City less vibrant and less desirable to businesses with a permanent presence; and

Whereas, the City Council desires to restrict the operation of mobile and open air vending within the City's limits by allowing both mobile vending and open air vending under certain conditions and prohibiting it in all other circumstances,

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

Section 1. A new Chapter is added to SWMC Title 5 as follows:

Chapter 5. ____
OPEN AIR AND MOBILE VENDING

5. __.010 Definitions

The following terms when used in this chapter shall have the meaning designated below:

A. Open Air Vending. Sales of services and/or merchandise including food that occurs at a table or other temporary location that is not an integral extension of an already existing permanently sheltered business. Open Air Vending does not include garage sales.

B. Mobile Vending. Sales of services and/or merchandise including food that occurs at or in a mobile vehicle, cart, trailer or similar vehicle that can be moved from location to location.

C. Community Events. Includes Founders' Day, Blast From the Past, Loggerodeo, 4th of July, Thanksgiving, City of Lights Festival, and such other events as the City Council may from time to time designate.

D. Special Events. Are those events defined in SWMC 12.44.

E. Person. Shall have the meaning identified in SWMC 5.04.010.

5. __.020 Open Air Vending Prohibited.

Except as authorized under SWMC 5. __.050, no person shall engage in Open Air Vending.

5. __.030 Mobile Vending Prohibited.

Except as authorized under SWMC 5. __.050, no person shall engage in Mobile Vending.

5. __.040 Other Provisions..

Nothing in this Chapter shall relieve any person who is operating either as a mobile or open air vendor from compliance with all other requirements of the Sedro-Woolley Municipal Code, including but not limited to, for example, business license requirements, zoning requirements and sewer requirements.

5. __.050 Exemptions.

A. Open Air Vending is allowed during Community Events, approved Special Events and at the S-W Farmers' Market.

B. Mobile Vending is allowed:

- i. During Community Events;
- ii. During approved Special Events;
- iii. On private property when invited by the property owner for the limited purpose of serving the business and employees of the business on private property (for example, the lunch truck being invited to serve a manufacturing company's employees);
- iv. On public streets provided the following conditions are met: (a) The vehicle must be legally parked and cannot use more than a single designated parking space; (b) The vehicle or cart may not obstruct any street or sidewalk for the passage of other vehicles or pedestrians or result in non-compliance with the Americans with Disabilities Act (ADA); (c) The vehicle must not operate in a single location for more than ten minutes at a time. For purposes of this section, one location is defined as one city block (for example, the ice cream truck selling ice cream and frozen novelties); and
- v. Non-profit organizations fundraising through mobile vending on private property with the prior approval of the City Council. In deciding to permit under this section, the City Council shall consider the location and impact to the community as well as the benefits of the non-profit organization's work in the community. The decision of the City Council shall be final and subject to review annually.

5. __.060 Penalties.

Any person violating any of the provisions hereof shall, upon the conviction thereof, be punished by a fine not to exceed one thousand dollars, or by imprisonment for a term not exceeding one year or by both such fine and imprisonment. Each day any person shall conduct any business by mobile vending or open air vending within the city for which no exemption exists shall constitute a separate offense.

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

Section 3. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2010, and signed in authentication of its passage this ____ day of _____, 2010.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

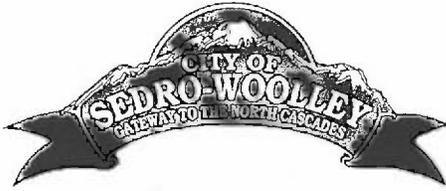
Eron Berg, City Attorney

Published:

NEW
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

APR 28 2010



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Installment Agreements for Sewer Connection Fees
DATE: April 28, 2010

ISSUE: Should the Council adopt the attached ordinance that allows existing property owners to pay their connection fees over time with an installment contract?

BACKGROUND: **This is a first reading.** This ordinance is presented following a recommendation of the City Council Utilities Committee recommendation to consider the idea. The ordinance would encourage more connections to the sewer system by allowing existing properties to connect now and pay the balance of their connection fees over time. As drafted, owners would be required to pay 20% down with the remaining 80% paid over no more than 60 months (with interest).

Staff recommends that this be considered, modified as desired by the Council and adopted. We believe this will increase the efficiency of the sewer system and improve groundwater quality in our community.

RECOMMENDATION: First reading only. Any comments or changes?

ORDINANCE NO.

AN ORDINANCE ALLOWING FOR SEWER CONNECTION FEES TO BE PAID OVER TIME IN LIMITED CIRCUMSTANCES PURSUANT TO RCW 35.67.360

Whereas, the City Council of the City of Sedro-Woolley desires to encourage more citizens to use the City's sanitary sewer system, and

Whereas, the testimony from citizens who are using the City's waiver process to delay connections indicates that the connection fee payment in a lump sum at time of connection is too burdensome, and

Whereas, the City Council is concerned that missed connections contribute to decreased water quality in the region and result in underutilization of the sanitary sewer system, and

Whereas, RCW 35.67.360 allows cities who provide sanitary sewer service to use revenue from the system to "assist the owners of structures or equipment in financing the acquisition and installation of materials and equipment, for compensation or otherwise, for the conservation or more efficient use of storm water or sewer services in such structures or equipment." and

Whereas, the City Council finds that its sanitary sewer system would operate more efficiently with the addition of new connections that would otherwise use the City's waiver process and delay connecting, and

Whereas, the City Council finds that it is in the public interest and welfare to extend credit to those properties eligible for the waiver available under SWMC 13.08.050 for a portion of the sewer connection fee due, to be repaid with interest, now therefore,

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

Section 1. A new section shall be added to Chapter 13.16 of the Sedro-Woolley Municipal Code as follows:

SWMC 13.16. ____: Payment of Utility Connection Fees

A. Cash or Contract.

1. The connection fees and any special connection fees may be paid in cash or under installment contract within the discretion of the City. To be eligible for an installment contract, the property owner must connect an existing property under SWMC 13.08.040. New construction is not eligible for an installment contract. Interest charged under an installment contract is at the same rate as the

effective annual interest of the most recent City of Sedro-Woolley local improvement district bond issue or sewer utility revenue bond issue, whichever is most recent, computed monthly on unpaid balances.

2. Such contract will be prepared by the City attorney and must provide:
 - a. for a down payment of twenty percent of the total connection charge, payable upon execution of the contract, and in addition to the credit available to certain property owners under SWMC 13.16.140,
 - b. for payment of the balance in no more than sixty monthly payments,
 - c. that any unpaid balance may be paid in full at any time,
 - d. such contract contains the legal description of the property served by the sewer, and is executed and acknowledged by the property owner and is recorded by the City with the county auditor, at the expense of the property owner.

3. The special connection charge is paid in full or the installment contract is executed and recorded, as a condition precedent to the issuance of a permit for connection to the City sewer system.

B. Unpaid Charges.

1. Delinquent payments of special collection charges under such installment contract or otherwise unpaid special collection charges are a lien upon the described property as provided in RCW 35.67.220, enforceable in accordance with RCW 35.67.220 through RCW 35.67.280.

2. Upon full payment of the charges due, the finance director on behalf of the City executes and delivers to the property owner a release of such lien. The property owner is responsible for recording the release.

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

Section 3. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2010, and signed in authentication of its passage this ____ day of _____, 2010.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Filed with the City Clerk: April 22, 2010
First Reading: April 28, 2010
Second Reading:
Passed by the City Council:
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COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS