

Next Ord: 1676-10

Next Res: 829-10

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**

**June 9, 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 #69463 to #69560 in the amount of \$161,204.33.  
(Voided Warrants #69501-#69507)
    - Payroll Checks #47962 to #48070 in the amount of \$234,868.69.
  - c. Credit Card Usage Policy
  - d. COPS CHRP Grant
  - e. Professional Services Agreement for Materials Testing and Special Inspection - GeoTest Services, Inc.
4. Recognition of Sedro-Woolley High School State Champions
  5. Public Comment (Limited to 3-5 minutes)

**PUBLIC HEARING**

6. Resolution - Stormwater Ordinance 1675-10

**UNFINISHED BUSINESS**

7. Ordinance - Complete Streets (*2<sup>nd</sup> reading*)
8. Ordinance - Proposed Increase in Allowable Building Height (*2<sup>nd</sup> reading*)

**NEW BUSINESS**

9. Library Interlocal/Reciprocal Borrowing Agreements with City of Anacortes, La Conner Regional Library District and City of Mount Vernon

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

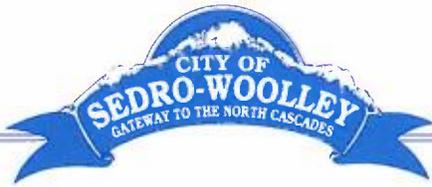
10. Sales Tax Revenue Report

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

CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 09 2010

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



DATE: June 9, 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 June 9, 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.

JUN 09 2010

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

Regular Meeting of the City Council  
May 12, 2010 – 7:00 P.M. – City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tom Storrs, Pat Colgan, Hugh Galbraith and Rick Lemley. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiburger, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Checks #69352 to #69462 in the amount of \$231,409.14
  - Payroll Checks #47854 to #47961 in the amount of \$174,510.88.
- Interlocal Agreement – 2010 EMS Disposal Supply Reimbursement
- Interlocal Agreement – City of Sedro-Woolley & Skagit County for Patrick Street
- Possible Contract Award – Contract 2010-PW-06 – SR 9 Sanitary Sewer Extension Project – Plats Plus, Inc.
- Possible Contract Award – contract 2010-PS-09 – Construction Contract Administration and Inspection Services for the SR9 Sanitary Sewer Extension Project – Reichhardt & Ebe Engineering Inc.
- Rootabaga, Inc.

Councilmember Storrs moved to approve the consent calendar as presented. Seconded by Councilmember Colgan. Motion carried (5-0).

Public Comment

Terry Carter – 8866 Garden of Eden Rd., discussed a parking issue at the Catholic Church parking lot and use by patrons of the Community Center which is interfering with members parking for church services.

Discussion took place regarding present signage and better notification within the rental packet.

## **UNFINISHED BUSINESS**

### Skagit County Solid Waste Presentation – Kevin Renz

Kevin Renz from the Skagit County Solid Waste Department addressed the Council to update them on the process for the proposed upgrade of the Transfer Station. He noted with the upgrade in the bid process it was recommended that the County explore extending the current interlocal agreement from 2013 to 2030.

Mayor Anderson requested direction from the Council regarding the request for him to present input and voting at the Skagit County Governance Board.

Council discussion ensued regarding the opt out option (early out payment), need for a unanimous agreement to amend the interlocal agreement, decisions for the course of the agreement, review of written agreement prior to final approval, time line for draft agreement with changes, bid, bond and construction time line.

Rick Judd – questioned the capacity of the facility for 2030. Discussion included expansion capabilities.

Further discussion continued to include language in the 2008 agreement, building of trust with current agreement and Solid Waste Governance Board, draft agreement and new language to be forthcoming.

### Resolution – Authorizing the Construction of Fire Station 2

City Supervisor/Attorney Berg reported on the bid opening for the construction of Fire Station 2. He noted the low bidder was non-responsive and the second low bid was The Franklin Corporation in the amount of \$1,311,800 plus added alternates. Berg reviewed the alternates within the bid for solar lighting and solar hot water. He noted the grant specifically funded \$10,000 for the solar hot water, with City to make up the difference of \$5,500. He also reviewed the test tank which would allow tank testing on site and reviewed the current process of taking them over to Skagit Valley College in Mount Vernon. The test pit would also be available to rent to other stations. Staff recommendation is to include the solar hot water and test tank. Berg reviewed the total construction budget, Furniture, Fixture and Equipment (FFE) budget, contingency budget, utility connection fees, permitting costs, design costs and contract administration. Also reviewed was wording within the resolution which gives change order authority, up to \$10,000 to the City Supervisor. A ground breaking ceremony has been scheduled for June 9, 2010.

Councilmember Colgan moved to approve Resolution #828-10 a Resolution which awards the bid for the construction of Fire Station 2 to The Franklin Corporation of Bellingham and delegates change order authority to the City Supervisor. Seconded by Councilmember Lemley.

Council questions included clarification of the change order authority, FEMA authorization and fire test tank income potential.

Motion carried (5-0).

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

Fire Chief Klinger – reported the first request for fund reimbursement from FEMA for costs spent on Fire Station 2 has been submitted. He also reported the Ladder Truck has arrived.

Engineer Freiburger – noted the bid award for the SR9 Sewer Extention approved on the consent calendar. He noted the bids were very favorable. He also reported the Street Department is working on the four street projects on schedule for this year. Freiburger discussed the railroad crossings which are scheduled to be leveled out over the next several years as Burlington Northern has pulled the track.

Finance Director Nelson – reported the price of diesel has gone up with the price being over \$3.00 per gallon for over 30 days. She noted according to the Ordinance the June 1<sup>st</sup> billing will kick in the first tier fuel surcharge of \$0.35. Should the price go below for more than 30 days the surcharge will be removed.

Councilmember Storrs – noted he had looked at the Township Street curb painting and stated it looked good.

Councilmember Colgan – reported on a grant received by the City of Burlington for 1.5 million for the park and ride by Rallye Auto.

Councilmember Galbraith – expressed concern of the high grass on property in receivership across from Cascade Middle School. Discussion was held on having the OWP clean up the grass within the city right of way.

Councilmember Lemley – announced the upcoming Blast from the Past to be held on June 4, 5 & 6<sup>th</sup>. Lemley also questioned status of the special events permit request for the Blast of the Past.

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

Meeting adjourned at 7:47 P.M.

JUN 09 2010

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CITY OF SEDRO-WOOLLEY  
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7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 32

Joint Council /Planning Commission Worksession  
June 1, 2010 – 7:00 P.M. – Fire Training Room

The meeting was called to order at 7:00 P.M. by Mayor Anderson.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Rick Lemley and Brett Sandström. Planning Commission: Stephanie Lokkebo, Jennifer Eldred and Terry Carter Staff: City Supervisor/Attorney Berg, Finance Director Nelson, Planner Moore, Senior Planner Coleman, and Nathan Salsenia.

### **Complete Streets Presentation**

- A presentation on the Complete Streets concept was given by Liz McNett-Crowl. She stated the concept of complete streets meets the needs of all users: vehicles, pedestrians, bicycles and public transportation; safely, comfortably and conveniently. A sample ordinance regarding complete streets was distributed as a general goal/policy which will be on the next Council agenda.

### **Parks & Recreation Element of the Comprehensive Plan**

- The current comp plan element was reviewed with a request for suggestions and direction for the Planning Commissions consideration.
  - Locations – Parks needed in Wards 1 and 5
  - Funding – developers contributing more to City-wide Park funding rather than small, unused poorly designed “pocket” parks; Parks bond for large projects.
  - Use – Multigenerational; teen; ball fields at the “Swedelius” property by river (football, soccer and baseball), indoor sports center, destination skate park, commons area, large splash park, develop part of Northern State as City/County park, partnership with schools, repurpose sections of existing parks, add small dog area to existing dog park.

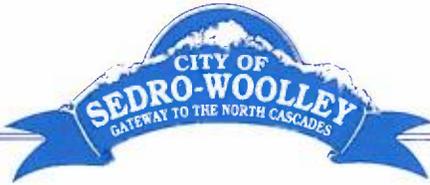
The Joint Council/Planning Commission worksession adjourned at 9:14 with Council remaining for miscellaneous information.

Council adjourned at 9:32 P.M.

JUN 09 2010

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

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DATE: June 9, 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 June 9, 2010.

Motion to approve Claim Checks #69463 to #69560 in the amount of \$161,204.33. (Voided Warrants #69501-#69507)

Motion to approve Payroll Checks #47962 to #48070 in the amount of \$234,868.69.

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

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69463	ACE INDUSTRIAL SUPPLY, INC.	OPERATING SUPPLIES	SWR	296.73
		WARRANT TOTAL		296.73
69464	ALL-PHASE ELECTRIC	OPERATING SUP - COMM CENTER	PK	91.36
		OPERATING SUP - CITY HALL	PK	8.01
		OPERATING SUP - CITY HALL	PK	10.67
		WARRANT TOTAL		110.04
69465	ALPINE FIRE & SAFETY	REPAIR & MAINT - AUTO	PD	124.43
		REPAIRS/MAINT-EQUIP	FD	165.65
		OPERATING SUP - CITY HALL	PK	372.64
		OPERATING SUP - LIBRARY	PK	37.87
		REPAIRS/MT-PARKS SHOP	PK	106.14
		REPAIRS/MT-COMMUNITY CTR	PK	37.87
		REPAIR/MT-SENIOR CENTER	PK	37.87
		REPAIR-SAFETY EQUIPMENT	ST	120.10
		MAINTENANCE CONTRACTS	SWR	229.38
		OPERATING SUPPLIES	SAN	680.63
		WARRANT TOTAL		1,912.58
69466	LLOYD H. RUSSELL	REPAIRS/MAINT-EQUIP	FD	636.22
		REPAIRS/MAINT-EQUIP	FD	409.00
		WARRANT TOTAL		227.22
69467	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	25.20
		MISC-LAUNDRY	CEM	16.07
		MISC-LAUNDRY	CEM	25.20
		MISC-LAUNDRY	ST	17.20
		MISC-LAUNDRY	ST	19.19
		MISC-LAUNDRY	ST	17.20
		LAUNDRY	SWR	32.75
		LAUNDRY	SWR	17.96
		LAUNDRY	SWR	32.75
		WARRANT TOTAL		203.52
69468	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	92.94
		AUTO FUEL	PD	69.79
		AUTO FUEL	PD	1,153.85
		AUTO FUEL/DIESEL	FD	507.58
		AUTO FUEL/DIESEL	PK	29.10
		OPERATING SUPPLIES	ST	64.17
		AUTO FUEL/DIESEL	ST	200.79
		AUTO FUEL/DIESEL	ST	225.66
		AUTO FUEL/DIESEL	SWR	87.30
		AUTO FUEL/DIESEL	SWR	159.28
		AUTO FUEL/DIESEL	SAN	1,550.20
		WARRANT TOTAL		4,140.66
69469	AT & T	TELEPHONE	JUD	.50
		MEALS/TRAVEL	EXE	3.04
		TELEPHONE	FIN	4.05
		TELEPHONE	LGL	.50

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		TELEPHONE IT	16.19
		TELEPHONE PLN	11.13
		TELEPHONE ENG	29.33
		TELEPHONE PD	.50
		TELEPHONE FD	12.14
		TELEPHONE INSP	4.05
		TELEPHONE PK	4.05
		TELEPHONE ST	3.04
		TELEPHONE LIB	10.12
		TELEPHONE SWR	2.03
		TELEPHONE SAN	.50
		WARRANT TOTAL	101.17
69470	BANK OF AMERICA	EMPLOYEE WELLNESS EXE	230.89
		MISC-TUITION/REGISTRATION FIN	450.00
		MISC-TUITION/REGISTRATION FIN	175.00
		PRINTING/PUBLICATIONS PD	44.99
		TRAVEL PD	461.00
		TRAVEL PD	85.72
		MACHINERY & EQUIPMENT PD	75.69
		WARRANT TOTAL	1,523.29
69471	BANK OF AMERICA	SUPPLIES EXE	14.22
		WARRANT TOTAL	14.22
69472	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP PK	212.02
		REPAIR/MT-SMALL TOOLS EQUIP PK	153.97
		REPAIR/MT-SMALL TOOLS EQUIP PK	253.82
		REPAIR/MT-SMALL TOOLS EQUIP PK	326.55
		WARRANT TOTAL	946.36
69473	BANK OF AMERICA	SUPPLIES LIB	199.62
		SUPPLIES LIB	221.64
		TUITION/REGISTRATION LIB	40.00
		SUMMER READ PROGRAM LIB	244.00
		SUMMER READ PROGRAM LIB	31.05
		WARRANT TOTAL	736.31
69474	BANK OF AMERICA	MACHINERY & EQUIPMENT PD	111.72
		WARRANT TOTAL	111.72
69475	BAY CITY SUPPLY	OPERATING SUP - RIVERFRONT PK	276.36
		OPERATING SUP - CITY HALL PK	191.08
		OPERATING SUPPLIES SWR	236.18
		OPERATING SUPPLIES SAN	79.92
		OPERATING SUPPLIES SAN	65.83
		WARRANT TOTAL	849.37
69476	BROWN & COLE STORES	OPERATING SUPPLIES SWR	29.80
		OPERATING SUPPLIES SWR	14.90
		OPERATING SUPPLIES SWR	29.80
		WARRANT TOTAL	74.50

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69477	CARDIAC SCIENCE CORP.	OPERATING SUPPLIES	FD	256.44
		OPERATING SUPPLIES	FD	51.93
		SAFETY EQUIPMENT	SWR	51.93
		WARRANT TOTAL		360.30
69478	CARL'S TOWING INC.	PROFESSIONAL DEVELOPMENT	PD	221.81
		WARRANT TOTAL		221.81
69479	CODE PUBLISHING INC.	CODE BOOK	LGS	2,562.46
		WARRANT TOTAL		2,562.46
69480	COLLINS OFFICE SUPPLY, INC	OFFICE/OPERATING SUPPLIES	PD	27.37
		OFFICE/OPERATING SUPPLIES	PD	27.37
		WARRANT TOTAL		54.74
69481	COMCAST	INTERNET SERVICES	IT	99.95
		WARRANT TOTAL		99.95
69482	CREELMAN & SHILLING (DRS	PROFESSIONAL SERVICES	SWR	110.00
		WARRANT TOTAL		110.00
69483	E & E LUMBER	OPERATING SUP - COMM CENTER	PK	55.18
		OPERATING SUPPLIES	ST	82.06
		OPERATING SUPPLIES	ST	37.39
		OPERATING SUPPLIES	ST	111.86
		OPERATING SUPPLIES	SWR	15.86
		WARRANT TOTAL		302.35
69484	ECONOMY FENCE CENTER	OPERATING SUPPLIES	SAN	110.69
		WARRANT TOTAL		110.69
69485	ELEC HANDBOOK PUB INC.	BOOKS, PERIOD, RECORDS	LIB	42.09
		WARRANT TOTAL		42.09
69486	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	41.00
		SUPPLIES	JUD	151.25
		SUPPLIES	FIN	23.33
		SUPPLIES/BOOKS	PLN	6.91
		SUPPLIES	ENG	6.92
		OFF/OPER SUPPS & BOOKS	INSP	6.91
		CONST-FRUITDALE MCGARIGLE	AST	6.92
		WARRANT TOTAL		243.24
69487	FAIRHAVEN FAMILY MEDICINE	MISC-DUES/SUBSCRIPTIONS	PK	123.00
		WARRANT TOTAL		123.00
69488	FEDERAL EXPRESS CORP.	PROF SVS-ENGINEERING	SWR	13.40
		WARRANT TOTAL		13.40
69489	FLOYD, WINNIE	OFFICE/OPERATING SUPPLIES	PD	9.72
		WARRANT TOTAL		9.72

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69490	GALL'S INC	UNIFORMS/ACCESSORIES	PD	38.11
		WARRANT TOTAL		38.11
69491	GAYLORD BROS.	SUPPLIES	LIB	61.84
		SUPPLIES	LIB	206.45
		SUPPLIES	LIB	25.72
		WARRANT TOTAL		294.01
69492	GARDNER ELECTRONICS	REPAIRS/MAINT-EQUIP	SAN	129.84
		WARRANT TOTAL		129.84
69493	G.G. EXCAVATION INC.	TOWNSHIP SIDEWALK CONST	AST	6,672.59
		CONST-FRUITDALE MCGARIGLE	AST	50,949.72
		WARRANT TOTAL		57,622.31
69494	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
69495	GUARDIAN NW TITLE & ESCROW	PROFESSIONAL SERVICES	LGL	65.00
		WARRANT TOTAL		65.00
69496	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	64.50
		WARRANT TOTAL		64.50
69497	H.W. LOCHNER, INC.	ENGINEERING-JAMESON SR9	AST	3,383.48
		WARRANT TOTAL		3,383.48
69498	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	576.00
		HUMANE SOCIETY	PD	846.00
		HUMANE SOCIETY	PD	699.00
		WARRANT TOTAL		2,121.00
69499	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	13.00
		REPAIRS & MAINTENANCE	PD	75.74
		REPAIRS/MAINT-EQUIP	FD	13.00
		REPAIRS/MAINT-EQUIP	FD	75.74
		WARRANT TOTAL		177.48
69500	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	184.53
		WARRANT TOTAL		184.53
69508	LEONARD BOUDINOT & SKODJE	CONST-FRUITDALE MCGARIGLE	AST	19,574.46
		CONST-PUD FRUITDALE MCGARG	AST	1,625.19
		WARRANT TOTAL		17,949.27
69509	LOGGERS AND CONTRACTORS	MACHINERY & EQUIPMENT	PD	91.87
		WARRANT TOTAL		91.87
69510	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	ST	135.43
		OPERATING SUPPLIES	SAN	79.43
		WARRANT TOTAL		214.86

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69511	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	91.39
		OPERATING SUPPLIES	SAN	51.72
		WARRANT TOTAL		143.11
69512	MUNICIPAL EMERGENCY SVC	UNIFORMS	FD	30.69
		WARRANT TOTAL		30.69
69513	NEW YORK TIMES	BOOKS, PERIOD, RECORDS	LIB	21.00
		WARRANT TOTAL		21.00
69514	NEXTEL COMMUNICATIONS	TELEPHONE	PD	433.34
		WARRANT TOTAL		433.34
69515	NORTH CASCADE FORD	REPAIR/MAINT-EQUIP & BLDG	CEM	61.67
		REPAIR/MAINT-EQUIP & BLDG	CEM	101.92
		WARRANT TOTAL		163.59
69516	NORTHWEST BIOSOLIDS MGMT	MEALS/TRAVEL	SWR	40.00
		WARRANT TOTAL		40.00
69517	OASYS	REPAIRS & MAINTENANCE	PD	120.09
		REPAIRS/MAINT-EQUIP	FD	120.08
		WARRANT TOTAL		240.17
69518	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	32.74
		SUPPLIES	ENG	4.09
		OFF/OPER SUPPS & BOOKS	INSP	4.09
		WARRANT TOTAL		40.92
69519	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	CEM	173.10
		SAFETY EQUIPMENT	ST	5.00
		SAFETY EQUIPMENT	SWR	141.18
		WARRANT TOTAL		309.28
69520	PACIFIC POWER BATTERIES	OPERATING SUPPLIES	FD	43.56
		WARRANT TOTAL		43.56
69521	PARTSMASTER	SMALL TOOLS & MINOR EQUIP	SWR	165.43
		WARRANT TOTAL		165.43
69522	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	29.17
		EARLY LITERACY	LIB	32.44
		BOOKS, PERIOD, RECORDS	LIB	18.36
		WARRANT TOTAL		79.97
69523	PRINTWISE, INC.	SUPPLIES	JUD	134.71
		SUPPLIES	FIN	258.16
		WARRANT TOTAL		392.87
69524	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	SWR	69.60
		WARRANT TOTAL		69.60

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69525	PUBLIC SAFETY TESTING	PROFESSIONAL SERVICES	PD	200.00
		WARRANT TOTAL		200.00
69526	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	38.34
		REPAIRS & MAINTENANCE	PD	9.93
		UTILITIES-RIVERFRONT	PK	468.91
		UTILITIES-COMMUNITY CTR	PK	194.82
		UTILITIES-SENIOR CENTER	PK	333.41
		UTILITIES-TRAIN	PK	46.84
		UTILITIES-HAMMER SQUARE	PK	260.52
		UTILITIES-BINGHAM & MEMORIAL P		49.42
		UTILITIES - SHOP	PK	63.88
		UTILITIES - SHOP	PK	18.98
		UTILITIES - OTHER	PK	9.93
		PUBLIC UTILITIES-MUSEUM	PK	40.88
		PUBLIC UTILITIES-MUSEUM	PK	9.93
		PUBLIC UTILITIES-CITY HALL	PK	2,160.64
		PUBLIC UTILITIES	CEM	71.36
		PUBLIC UTILITIES	ST	8.13
		PUBLIC UTILITIES	ST	73.25
		PUBLIC UTILITIES	ST	173.96
		PUBLIC UTILITIES	ST	70.33
		PUBLIC UTILITIES	LIB	254.53
		ADVERTISING	HOT	37.78
		PUBLIC UTILITIES	SWR	9,007.23
		PUBLIC UTILITIES	SAN	112.88
		PUBLIC UTILITIES	SWTR	79.19
		WARRANT TOTAL		13,595.07
69527	REFLECTIVE APPAREL FACTORY, INC.	OPERATING SUPPLIES	SAN	540.31
		WARRANT TOTAL		540.31
69528	ROMANTIC HOMES	BOOKS, PERIOD, RECORDS	LIB	49.95
		WARRANT TOTAL		49.95
69529	ROWLAND, PATSY F.	TRAVEL	PD	756.36
		WARRANT TOTAL		756.36
69530	SCADA & CONTROLS ENGINEERING INC	MACHINERY/EQUIPMENT	SWR	703.30
		WARRANT TOTAL		703.30
69531	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	103.09
		OPERATING SUPPLIES	SWR	40.75
		WARRANT TOTAL		143.84
69532	SEABURY, DEBRA L.	PROFESSIONAL SERVICES	FD	2,000.00
		WARRANT TOTAL		2,000.00
69533	SEAMS GREAT EMBROIDERY	UNIFORMS	FD	43.28
		WARRANT TOTAL		43.28
69534	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	25.52

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	FD	2.34
		OPERATING SUPPLIES	CEM	117.05
		REPAIR/MAINTENANCE-EQUIP	ST	16.63
		OPERATING SUPPLIES	SWR	4.34
		WARRANT TOTAL		165.88
69535	SEDRO-WOLLEY GLASS	REPAIRS/MAINT-EQUIP	SAN	287.81
		WARRANT TOTAL		287.81
69536	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	10,640.00
		WARRANT TOTAL		10,640.00
69537	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	117.09
		WARRANT TOTAL		117.09
69538	SKAGIT DV & SA SERVICES	SKAGIT CO DOMESTIC VIOLENCE DV		380.03
		WARRANT TOTAL		380.03
69539	SKAGIT VALLEY PUBLISHING	ADVERTISING/LEGAL PUBLIC	PLN	191.25
		WARRANT TOTAL		191.25
69540	SPOKANE CO. LIBRARY DIST.	TUITION/REGISTRATION	LIB	121.00
		WARRANT TOTAL		121.00
69541	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	SWR	4.83
		WARRANT TOTAL		4.83
69542	STEPHENSON, RETA	EMPLOYEE WELLNESS	EXE	287.00
		WARRANT TOTAL		287.00
69543	STILES & STILES	PROFESSIONAL SERVICES	CIV	50.00
		WARRANT TOTAL		50.00
69544	SUNRISE CAR WASH	REPAIR/MT-SMALL TOOLS EQUIP	PK	119.02
		WARRANT TOTAL		119.02
69545	THOMPSON'S GREENHOUSE	FLOWER DISPLAYS	PK	2,578.58
		OPERATING SUPPLIES	SWR	121.80
		WARRANT TOTAL		2,700.38
69546	TKE CORP	REPAIR & MAINTENANCE	CS	685.26
		WARRANT TOTAL		685.26
69547	TIGERDIRECT.COM	NETWORK HARDWARE	IT	251.76
		NETWORK HARDWARE	IT	59.05
		MACHINERY & EQUIPMENT	PD	789.23
		WARRANT TOTAL		1,100.04
69548	TRASK, SYLVIA	SUMMER READ PROGRAM	LIB	100.00
		WARRANT TOTAL		100.00
69549	TRUCK TOYS INC	SMALL TOOLS & MINOR EQUIP	PK	319.19

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	319.19
69550	TRUE VALUE	MACHINERY & EQUIPMENT PD	6.48
		OPERATING SUPPLIES FD	117.47
		OPERATING SUPPLIES FD	12.42
		OPERATING SUPPLIES FD	15.13
		OPERATING SUPPLIES FD	6.39
		OPERATING SUP - RIVERFRONT PK	169.82
		OPERATING SUP - PARKS SHOP PK	26.79
		OPERATING SUP - CITY HALL PK	62.19
		SMALL TOOLS & MINOR EQUIP PK	70.29
		OPERATING SUPPLIES ST	4.86
		OPERATING SUPPLIES ST	18.37
		OPERATING SUPPLIES ST	14.01
		OPERATING SUPPLIES SWR	11.88
		OPERATING SUPPLIES SWR	2.15
		OPERATING SUPPLIES SWR	4.33
		OPERATING SUPPLIES SWR	4.60
		OPERATING SUPPLIES SAN	4.86
		OPERATING SUPPLIES SAN	49.74
		WARRANT TOTAL	601.78
69551	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP FD	19.95
		OPERATING SUPPLIES SAN	5.82
		OPERATING SUPPLIES SAN	58.00
		SMALL TOOLS & MINOR EQUIP SAN	53.58
		WARRANT TOTAL	137.35
69552	VERIZON WIRELESS	TELEPHONE FIN	67.00
		TELEPHONE FIN	67.01
		TELEPHONE LGL	67.00
		TELEPHONE IT	67.00
		NEXTEL CELL PHONES	67.00
		NEXTEL CELL PHONES	13.84
		TELEPHONE PD	559.21
		TELEPHONE PD	25.69
		TELEPHONE FD	129.05
		TELEPHONE FD	146.64
		TELEPHONE INSP	13.84
		TELEPHONE PK	200.19
		TELEPHONE CEM	19.71
		TELEPHONE ST	73.34
		NEXTEL CELL PHONES	224.48
		NEXTEL CELL PHONES SAN	151.64
		WARRANT TOTAL	1,892.64
69553	VERIZON NORTHWEST	TELEPHONE PD	59.02
		TELEPHONE PK	86.44
		PUBLIC UTILITIES-CITY HALL PK	18.16
		TELEPHONE CEM	72.21
		TELEPHONE LIB	121.73
		WARRANT TOTAL	357.56

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
69554	WABO BOOKSTORE (THE)	OFF/OPER SUPPS & BOOKS INSP	1,217.48
		OFF/OPER SUPPS & BOOKS INSP	25.43
		WARRANT TOTAL	1,242.91
69555	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	18.00
		WARRANT TOTAL	18.00
69556	WA ST DEPT OF TRANS	CONST-FRUITDALE MCGARIGLE AST	1,412.04
		WARRANT TOTAL	1,412.04
69557	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	6,162.02
		WARRANT TOTAL	6,162.02
69558	WIDENER AND ASSOCIATES	ENG-NO TOWNSHIP SIDEWALKS ART	2,319.80
		ENG-SR20 WIDE METCALF-TOWN ART	520.80
		ARCHITECTURAL SERVICES F-C	9,661.40
		PROF SVS-ENGINEERING SWR	998.20
		WARRANT TOTAL	13,500.20
69559	WOOD'S LOGGING SUPPLY INC	POSTAGE IT	11.30
		OPERATING SUPPLIES CEM	41.06
		REPAIR/MAINT-EQUIP & BLDG CEM	25.97
		OPERATING SUPPLIES SAN	49.75
		WARRANT TOTAL	128.08
69560	MITCHELL, ANITA	PLANNING PERMITS	300.00
		WARRANT TOTAL	300.00
		RUN TOTAL	161,204.33

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	36,961.31
101	PARK FUND	9,700.89
102	CEMETERY FUND	750.52
103	STREET FUND	1,481.97
104	ARTERIAL STREET FUND	83,214.62
105	LIBRARY FUND	2,154.87
108	STADIUM FUND	37.78
330	1996 FIRE STATION CONST FUND	9,661.40
401	SEWER FUND	13,007.24
412	SOLID WASTE FUND	4,154.54
425	STORMWATER	79.19
TOTAL		161,204.33

DEPARTMENT	AMOUNT
001 000 000	6,462.02
001 000 011	2,562.46
001 000 012	327.46
001 000 013	535.15
001 000 014	1,044.55
001 000 015	249.59
001 000 016	50.00
001 000 017	505.25
001 000 018	778.20
001 000 019	242.03
001 000 020	121.18
001 000 021	7,794.89
001 000 022	14,636.70
001 000 024	1,271.80
001 000 062	380.03
FUND CURRENT EXPENSE FUND	36,961.31
101 000 076	9,700.89
FUND PARK FUND	9,700.89
102 000 036	750.52
FUND CEMETERY FUND	750.52
103 000 042	1,481.97
FUND STREET FUND	1,481.97
104 000 042	83,214.62
FUND ARTERIAL STREET FUND	83,214.62
105 000 072	2,154.87
FUND LIBRARY FUND	2,154.87
108 000 019	37.78
FUND STADIUM FUND	37.78
330 000 082	9,661.40
FUND 1996 FIRE STATION CONST FUND	9,661.40
401 000 035	13,007.24
FUND SEWER FUND	13,007.24
412 000 037	4,154.54
FUND SOLID WASTE FUND	4,154.54
425 000 039	79.19
FUND STORMWATER	79.19
TOTAL	161,204.33

JUN 09 2010

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

# Memorandum

**To:** Mayor Anderson & City Council  
**From:** Patsy Nelson  
**Date:** 6/3/2010  
**Re:** Credit Card Usage Policy

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**ISSUE:** Should the Council approve the attached policy addressing Employee usage of City provided credit cards?

**BACKGROUND:** As part of the process of changing banks, we have come to the credit card step. US Bank recommends we use the credit cards program offered through the Washington State contract which actually pays a small rebate. One of the requirements of this contract is that the City pay the credit card bill first and then protest incorrect charges after payment has been made (the reverse of normal business processes). As a result of this feature, the State procurement staff as well as the State Audit team has strongly recommended the City put into place a written usage of City credit card policy as well as having employees sign a credit card usage agreement.

The listed restrictions on credit card usage are primarily a result of IRS requirements, State laws and internal control procedures.

**RECOMMENDATION:** Motion to approve the attached policy regarding usage of City credit cards.

## Policy \_\_\_\_ CITY CREDIT CARD USAGE

### **A. CITY CREDIT CARD USAGE**

The Mayor or City Supervisor may authorize employees (usually Department Heads) to have cards issued in their name. Other employees may check out cards for specific use (such as conference attendance) from the Finance Department when needed. These cards will be signed in and out by the employee and the Accounts Payable Clerk. Employees will sign a Credit Card User Agreement (Attachment A) for all cards issued, either in the employee's name or general cards for temporary use.

City credit cards may be used when a City account cannot be established with the vendor and for expenditures which are normal to the Department and within budget and City policy.

All lost or stolen credit cards must be reported to the Finance Director immediately. Supervisors are responsible for collecting City credit cards if their employee leaves City of Sedro-Woolley employment.

Credit cards may **not** be used for:

- Cash advances
- Personal purchases
- Pay statements or invoices
- Alcohol or Entertainment
- Payment of Services (consultant fees, window washings, etc.), except in an emergency as defined under SWMC 2.40.

Employees authorized to use City credit cards are responsible for providing all necessary documentation on a timely basis.

- Itemized receipts (listing individual items and their cost) are to be submitted no later than five (5) business days after purchase date or within two (2) business days of return from travel. Meal receipts must be itemized and include names of persons served and business purpose/reason of meal.
- Internet purchases are documented by printing out the purchase confirmation page from the vendor's website and are to be submitted within five (5) business days after the purchase date.
- As payment of late fees and interest is not the best use of the Citizens' of Sedro-Woolley tax dollars, if interest or late fees are incurred as a result of the employee's failure to submit necessary documentation in a timely manner, the employee may be held responsible for payment of those fees, and payment may be withheld from the employee's pay.

Any exceptions to this policy must be approved by the Mayor or City Supervisor in advance.

Violation of misuse of credit cards by employees will result in credit card privileges being revoked and other disciplinary steps as appropriate.

ATTACHMENT A  
CREDIT CARD USER AGREEMENT

I, \_\_\_\_\_, as an employee of the City of Sedro-Woolley, accept personal responsibility for the safeguard and proper use of City credit card # \_\_\_\_\_, which has been assigned to me for use in the performance of my job, in accordance with the terms outlined below.

I will only use the City's credit card when a City account cannot be established with the vendor and for expenditures which are normal to the Department and within budget and City policy.

I will not use the City credit card for any inappropriate purpose. Inappropriate purposes consist of the following:

- Cash advances
- Personal purchases
- Alcohol or entertainment
- Pay invoices or statements
- Payment of services (consultant fees, window washings, etc.), except in an emergency as defined under SWMC 2.40.

I will provide all necessary documentation to the Finance Department within the time specified:

- Credit card receipts no later than five (5) business days after the purchase date, or within two (2) business days of return from travel.
- Delivery receipts no later than two (2) business days after the date received.
- Proof of Internet purchase consisting of a copy of the purchase confirmation page from the vendor's website within five (5) days of purchase.

I understand the City Supervisor will disallow my use of City credit cards for violation or misuse of a City credit card and/or the Credit Card Policy.

As payment of late fees and interest is not the best use of the Citizens' of Sedro-Woolley tax dollars, I understand that if interest or late fees are incurred as a result of my failure to submit necessary documentation in a timely manner, I will be personally responsible for payment of those fees, and costs of any such fees incurred as a result of my failure are hereby authorized to be withheld from my paycheck.

I understand that I will be held personally responsible for any inappropriate charges I incur to the City credit card, and payment for any such inappropriate charges is hereby authorized to be withheld from my paycheck.

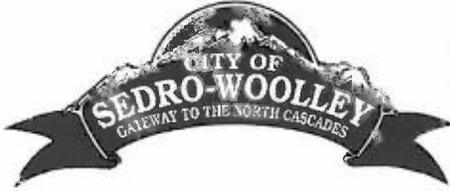
Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Only for permanently issued City credit cards)

Mayor or City Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Only for permanently issued City credit cards)

CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 09 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

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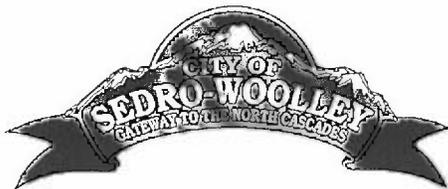
MEMO TO: City Council  
FROM: Eron Berg  
RE: COPS CHRP Grant  
DATE: June 9, 2010

ISSUE: Should the Council authorize the Mayor and staff to apply for a COPS grant to hire one full-time police officer?

BACKGROUND: The City applied for this grant in 2009 and was not selected. However, the unfunded applicants from 2009 are the sole applicants for 2010 (about 6000 nationally). I would like your affirmation of support for our application for this grant.

If the City is awarded a COPS grant to hire an additional officer, it will bring our total to 15 sworn officers (SWPD has had 14 officers for a number of years and only recently hired its 15<sup>th</sup> officer – a position which is currently unfilled). The grant will pay 100% of the salary and benefits for three years. The City will be responsible for patrol cars, equipment, overtime and retaining the officer in year four. In the grant application, we are proposing that the 15<sup>th</sup> officer be a “school resource” officer with a focus on community policing.

RECOMMENDATION: Motion to authorize the Mayor and staff to apply for a COPS CHRP grant to hire a full-time police officer.



CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 09 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) 855-1661  
Fax (360) 855-0707

Eron Berg  
City Supervisor/City Attorney

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MEMO TO: City Council and Mayor Mike Anderson  
FROM: Eron Berg  
RE: **Professional Services Agreement for Materials Testing and Special Inspection**  
GeoTest Services Inc.  
DATE: June 3, 2010 (for Council review June 9, 2010)

**ISSUE**

Shall council move to authorize Mayor Anderson to enter into an agreement with GeoTest Services Inc. to provide materials testing and special inspections for services contracted by task order for the City of Sedro-Woolley with a do not exceed amount of \$10,000?

**BACKGROUND/DISCUSSION**

Attached is a proposed Agreement for Professional Services No. 2010-PS-10 with GeoTest Services Inc. of Bellingham, WA to provide materials testing and special inspections for projects assigned by task order. We anticipate the first task order will be issued for materials testing and special inspections for Fire Station No. 2.

**RECOMMENDATION**

**MOTION:**

***Move to authorize Mayor Anderson to enter into an agreement with GeoTest Services Inc. to provide materials testing and special inspection for the City of Sedro-Woolley with a do not exceed amount of \$10,000.***



**ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2010-PS-10**

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

This Agreement made and entered into this **10** day of **June, 2010** 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 **GeoTest Services Inc.** whose address is **741 Marine Drive, 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 **Materials Testing and Special Inspections** that are requested by the City of Sedro-Woolley.

**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

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 **\$10,000.00** without prior approval of the City Supervisor/City Attorney. 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 or a principal of your corporation retired under the Washington State Department of Retirement 2008 early retirement factor?

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:

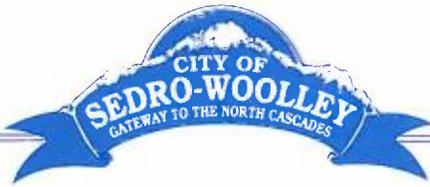
GeoTest Services Inc.

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

JUN 09 2010

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

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SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

PUBLIC  
HEARING(S)

JUN 09 2010

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY,  
WASHINGTON, ADOPTING FINDINGS SUPPORTING THE ADOPTION OF THE  
2005 STORMWATER MANUAL FOR WESTERN WASHINGTON AND RELATED  
STANDARDS AS AMENDMENTS TO SWMC CH. 13.36 AND CH. 13.340, AND  
CONFIRMING ORDINANCE NO. 1675-10

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

Whereas, the City Council readopted the terms of Ordinance No. 1648-09 as Ordinance No.  
1675-10 on May 12, 2010, and

Whereas, the City Council has held a public hearing on June 9, 2010, to receive public  
testimony regarding this ordinance, and

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

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

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

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

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

C. The determination of the proper standards for stormwater maintenance and design is a  
matter of requiring special expertise of the City Engineer, who recommends adoption of 2005  
compliant stormwater regulations to comply with current state and federal law.

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

E. The City needs to complete SEPA review of the stormwater code amendments pending  
permanent adoption.

F. The City Council of the City of Sedro-Woolley should enact, as a temporary measure as  
authorized by RCW 36.70A.390, on an emergency basis, Ordinance No. 1675-10.

**Section 2.** Based on the forgoing Findings, the City Council hereby determines that the adoption of Ordinance No. 1675-10 is necessary for the health, safety and welfare of the citizens of Sedro-Woolley, and hereby confirms said ordinance pursuant to RCW 35.63.200.

Passed and approved this 9th day of June, 2010.

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MAYOR

Attest:

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City Clerk

Approved as to Form:

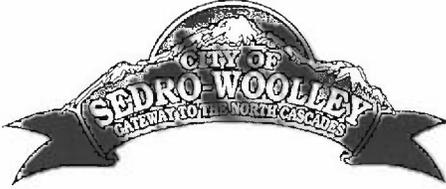
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City Attorney

UNFINISHED  
BUSINESS

CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 09 2010



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building  
AGENDA NO. 7 325 Metcalf Street

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Complete Streets  
DATE: June 9, 2010

ISSUE: Should the Council adopt the attached ordinance regarding complete streets?

BACKGROUND: This is a second reading following a first presentation at the last work session.

As we discussed at the work session with the planning commission, complete streets is a different way to view the construction and maintenance of the city's rights of way that includes more than just motorized vehicle traffic. Under this ordinance, staff and consultants would be required to plan for street sections that include bike and pedestrian facilities which will encourage greater fitness, allow for more kids to walk to bike to school and result in a healthier community overall. This ordinance includes five exceptions to the complete streets requirement.

RECOMMENDATION: Motion to adopt the attached ordinance regarding complete streets.

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

AN ORDINANCE AMENDING THE SEDRO-WOOLLEY MUNICIPAL CODE REGARDING COMPLETE  
STREETS WHICH INCLUDE BICYCLE AND PEDESTRIAN FACILITIES

Whereas, community wellness has become an issue of national significance and is of importance to the people of Sedro-Woolley, and

Whereas, a variety of users compete to share limited roadway space including motor vehicles, bicycles and pedestrians, and

Whereas, the City Council desires to design and maintain streets to allow for all of those uses when practical; and

Whereas, the City Council finds that the addition of bicycle and pedestrian facilities provides commuting, traveling and recreational opportunities to contribute to a healthier community, now therefore,

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

**Section 1.** A new section of the Sedro-Woolley Municipal Code is created as follows:

15.40. \_\_\_\_ Bicycle and pedestrian ways along transportation facilities.

- (1) Bicycle and pedestrian ways shall be accommodated in the planning, development and construction of transportation facilities, including the incorporation of such ways into transportation plans and programs.
- (2) Notwithstanding that provision of subsection (1) of this section, bicycle and pedestrian ways are not required to be established:
  - (a) Where their establishment would be contrary to public safety;
  - (b) When the cost would be excessively disproportionate to the need or probable use;
  - (c) Where there is no identified need;
  - (d) Where the establishment would violate comprehensive plan policies; or
  - (e) In instances where a documented exception is granted by the public works director.

**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

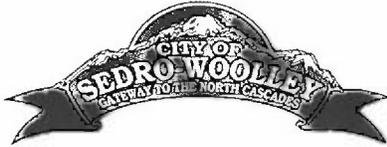
Attest:

\_\_\_\_\_  
Christine Salseina, Deputy Clerk

Approved as to form:

\_\_\_\_\_  
Eron Berg, City Attorney

Published:



CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 09 2010

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

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

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**MEMO:**

**To:** City Council  
Mayor Anderson

**From:** Jack Moore,   
Planning Director/ Building Official

**Date:** June 9, 2010

**Subject:** Proposed increase in allowable building height **(2nd read)**

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**ISSUE**

Should Council approve an ordinance to allow the maximum building height to be increased from 35 feet to 60 feet in the Mixed Commercial, Central Business District, Public, Open Space and Industrial Zones?

**PROJECT DESCRIPTION / HISTORY**

The City will have our ladder truck in full service in August of 2010. The current building height restriction of 35 feet was adopted in part because the City did not formerly have a ladder truck to provide an acceptable level of fire response to taller buildings.

The Planning Commission held an open record public hearing on May 18, 2010 to hear and consider written and public testimony concerning the proposed updates to Title 17 SWMC, regarding increasing the allowable building heights.

The Planning Commission recommends approval of the attached ordinance. The Findings of Fact and Recommendation is attached.

**EXHIBITS**

- A. Proposed Ordinance
- B. Planning Commission Findings of Fact, Conclusions and Recommendation

**RECOMMENDED ACTION**

Make a motion to approve Ordinance \_\_\_\_ to increase allowable building heights in the Mixed Commercial, Central Business District, Public, Open Space and Industrial zones.

# **Exhibit A**

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

**AN ORDINANCE AMENDING SWMC TITLE 17 REGARDING MAXIMUM BUILDING HEIGHTS**

**WHEREAS**, the City of Sedro-Woolley Fire Department is receiving a ladder truck in May 2010, which will be in full service in August 2010;

**WHEREAS**, the ladder truck will facilitate an acceptable level of fire service for buildings exceeding the current maximum allowed thirty-five feet in height;

**WHEREAS**, the City Council desires encourage development by allowing an increased allowable height of sixty feet for buildings to be constructed in the Mixed Commercial, Central Business District, Public, Open Space and Industrial Zones;

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES ORDAIN AS FOLLOWS:**

**Section 1.**

**MC**

17.20.020(B) SWMC is amended to read as follows:

- B. Maximum building height: Thirty-five feet  
Exception: Sixty feet, if minimum side and rear setbacks required in 17.20.020(A) are doubled.

**CBD**

17.24.020(B) SWMC is amended to read as follows:

- B. Maximum building height: Sixty feet

**I**

17.28.020(B) SWMC is amended to read as follows:

- B. Maximum building height: thirty-five feet. A variance to the maximum building height may be granted as set forth in SWMC Chapter 17.60.  
Exception: Sixty feet, if minimum side and rear setbacks required in 17.28.020(A) are doubled

**P**

17.32.020(B) SWMC is amended to read as follows:

- B. Maximum building height: Sixty feet

**OS**

17.34.020(B) SWMC is amended to read as follows:

- B. Maximum building height: Sixty feet

**Section 2. EFFECTIVE DATE.** This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

**Section 3. SEVERABILITY.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

**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:

\_\_\_\_\_  
Christine Salseina, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Eron Berg, City Attorney

Published \_\_\_\_\_

# **Exhibit B**

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION  
STATE OF WASHINGTON**

<p><b>In the Matter of:</b></p> <p><b>REVISING DEVELOPMENT REGULATIONS FOR INCREASING ALLOWABLE BUILDING HEIGHTS (TITLE 17 SWMC)</b></p>	<p><b>FINDINGS OF FACT, CONCLUSIONS AND DECISION</b></p>
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This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on Tuesday, May 18, 2010 under a request by the Planning Director for a public hearing and recommendation from the Planning Commission pursuant to Chapter 2.90 SWMC.

<b>Recommendation:</b>	The Planning Commission recommends <b>APPROVAL</b> of the request to revise Title 17 SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Decision.
<b>Hearing Date:</b>	Tuesday, May 18, 2010
<b>Proponent:</b>	City of Sedro-Woolley

**Description of proposal**

The Planning Commission recommends that the City Council revise Title 17 of the Sedro-Woolley Municipal Code (SWMC) to allow the maximum building height to be increased from 35 feet to 60 feet in the Mixed Commercial, Central Business District, Public, Open Space and Industrial Zones.

**Exhibit A: Proposed revisions to Title 17 SWMC, Zoning**

## FINDINGS OF FACT

1. The City Council directed the Planning Commission and Planning Department staff to consider revisions to the Zoning Code sections that regulate allowable height considering the acquisition of the City's ladder truck.
2. A Notice of Public Hearing was published in the Skagit Valley Herald inviting public comments to be submitted either in writing or by testimony at the hearing. No comments were submitted in writing.
3. On Tuesday, May 18, 2010, the Planning Director presented recommended changes to Title 17 SWMC to the Planning Commission. A Public Hearing was held during which no public comments were received.

## CONCLUSIONS

The Planning Commission, having reviewed the Planning Department proposal, deliberating and proposing revisions, makes the following conclusions:

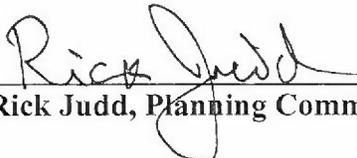
1. Adoption of the proposed revisions to Title 17 SWMC will allow the City to facilitate a greater range of development opportunities; and
2. Adoption of the proposed revisions to the *Design Review Standards and Guidelines* will allow businesses greater flexibility in the design of their business signage and awning style.

## DECISION

Based upon the foregoing, the Planning Commission recommends approval of the attached revisions to Title 17 SWMC.

## CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of recommended revisions to Title 17 SWMC, at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, May 18, 2010**, at which time a quorum was present and the decision was for approval by a vote of **6 FOR, 0 AGAINST, and 0 ABSTENTIONS**.

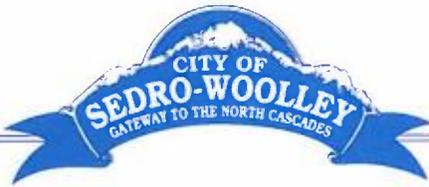
  
Rick Judd, Planning Commission Chair

6-3-10  
Date

NEW  
BUSINESS

JUN 09 2010

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



MEMO TO: City Council  
FROM: Debra Peterson, Librarian  
RE: Library Interlocal/Reciprocal Borrowing Agreements  
DATE: June 9, 2010

ISSUE: Should the following Library Interlocal Agreements be signed with - (1) Anacortes Public Library; (2) La Conner Regional Library; & (3) Mount Vernon City Library? This is a trial agreement, to be evaluated by all parties within the coming 12 to 18 months.

BACKGROUND: The above Public Libraries are offering to begin Resident Borrowing Privileges to Sedro-Woolley Residents as part of the existing Skagit Public Library Interlocal Agreements. We, in turn, agree to open our own Library collection to their Residents.

This service will allow any City Resident, with a Sedro-Woolley Library Card, to come into our Library & verify that their account here is in good standing (i.e. no extensive fines, destroyed items, etc). Library staff will then affix a special sticker to their S-W Library Card. The Resident then takes our card over to any Library of their choice from the above list. The sticker allows our Resident to fill out an application, & then to receive a card from that Library - at no additional charge. All of that Library's rules will need to be noted & adhered to. Such rules would include what information is needed to apply for a Library Card; the check-out period for materials; fine schedule, etc. All materials must be checked out & returned to the reciprocal Library.

RECOMMENDATION: Please allow the Mayor to sign each of the above agreements.

This allows all of our Residents to maximize the value of their investment in our public libraries. *FYI: The Sedro-Woolley Library Board has already endorsed these proposals.*

**INTERLOCAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF SEDRO-WOOLLEY AND THE CITY OF ANACORTES  
TO ESTABLISH A PILOT PROJECT  
FOR RECIPROCAL LIBRARY BORROWING**

**This Interlocal Agreement is made this 1<sup>st</sup> day of September, 2010, the City of Sedro-Woolley, hereinafter referred to as Sedro-Woolley, and the City of Anacortes, hereinafter referred to as Anacortes.**

**Whereas**, the City of Sedro-Woolley also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Sedro-Woolley; and

**Whereas**, the City of Anacortes also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Anacortes; and

**Whereas**, the Sedro-Woolley City Council and the Board of Trustees of the Sedro-Woolley Public Library (hereinafter referred to as SWPL) and the Anacortes City Council and the Board of Trustees of the Anacortes Public Library (hereinafter referred to as APL) find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

**Whereas**, both Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

**IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:**

**1. Purpose.** The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

**2. Term:** This Agreement shall commence on September 1, 2010. On or before September 1, 2012, this Agreement will be evaluated and a recommendation will be made to both Cities on the continuance of a permanent reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service.

**3. Definitions:** For the purposes of this Agreement, the following terms shall have the following meanings:

- (a.) "Resident Cardholder" means a library cardholder who resides within the city limits of the City of Sedro-Woolley or the City of Anacortes, as well as

those entitled by the policies of each library to a resident library card. For the purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) "Owning Library" means the library that owns the item to be checked out.

**4. Specific Provisions.** The Resident Cardholders of one library's service area may obtain a library card permitting the use of the other library's facilities and services, without payment of a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library shall remain in effect, with no coordination or standardization required, and specifically including the following provisions:

1. Library materials placed on hold must be picked up by the library cardholder at the Owning Library.
2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of SWPL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of APL; likewise a cardholder of APL, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of SWPL.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

**5. Review.** The Directors of both Libraries will review the effectiveness of this Agreement quarterly and will submit a quarterly report to their governing bodies three (3) months before the end of the project, so that there is time to extend or renew the Agreement before the end date.

**6. Financing.** Each Party will bear its own cost of performing under this Agreement.

**7. Notices.** Any notices or other contacts required under the terms of this Agreement must be directed to the following:

*To the Sedro-Woolley Public Library*

Attn: Library Director  
802 Ball Ave.  
Sedro-Woolley, WA 98284

*To the Anacortes Public Library*

Attn: Library Director  
1220 10<sup>th</sup> St.  
Anacortes, WA 98221

**8. Amendment.** This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

**9. Mediation/Arbitration Clause.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

**10. Applicable Law-Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

**11. Waiver.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

**12. Concurrent Originals.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**13. Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

**14. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

**15. Entire Agreement.** This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

**CITY OF SEDRO-WOOLLEY**

**CITY OF ANACORTES**

\_\_\_\_\_  
**By: Mike Anderson**

\_\_\_\_\_  
**By: H. Dean Maxwell, Mayor**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**By: Eron Berg**  
**City Supervisor and Attorney**

\_\_\_\_\_  
**By: Brad Furlong**  
**City Attorney**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**By: Patsy Nelson**  
**Finance Director**

\_\_\_\_\_  
**By: Steve Hogle**  
**Finance Director**

**Approve:**

**Approve:**

\_\_\_\_\_  
**By: Mick Boroughs**  
**Sedro-Woolley Library Board**  
**Chairperson**

\_\_\_\_\_  
**By: Dianne Moritz**  
**Anacortes Library Board**  
**President**

**INTERLOCAL SERVICES AGREEMENT  
BETWEEN  
THE LA CONNER REGIONAL LIBRARY DISTRICT AND  
THE CITY OF SEDRO WOOLLEY  
TO ESTABLISH A PILOT PROJECT  
FOR RECIPROCAL LIBRARY BORROWING**

**This Interlocal agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the La Conner Regional Library District and the city of Sedro Woolley.**

**Whereas**, the La Conner Regional Library District maintains a Library District, which desires to expand the opportunities for its library patrons to utilize library services when they are outside of the La Conner Regional Library District; and

**Whereas**, the City of Sedro Woolley also maintains a library, and desires to expand the opportunities for its library patrons to utilize library services when they are outside of Sedro Woolley; and

**Whereas**, the Board of Trustees of the La Conner Regional Library and the Sedro Woolley City Council and the Board of Trustees of the Sedro Woolley Public Library find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

**Whereas**, all Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

**1. Purpose.** The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

**2. Term:** This Agreement shall commence on September 1, 2010. On or before September 1, 2011, this Agreement will be evaluated and a recommendation will be made to both Parties on the continuance of a permanent reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service.

**3. Definitions:** For the purposes of this Agreement, the following terms shall have the following meanings:

- (a.) "Resident Cardholder" means a library cardholder who resides within the boundaries of the La Conner Regional Library District or the city limits of the City of Sedro Woolley, as well as those entitled by the policies of each library to a resident library card. For the purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) "Owning Library" means the library that owns the item to be checked out.

**4. Specific Provisions.** The Resident Cardholders of one library's service area may obtain a library card permitting the use of the other library's facilities and services, without payment of a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library shall remain in effect, with no coordination or standardization required, and specifically including the following provisions:

1. Library materials placed on hold must be picked up by the library cardholder at the Owning Library.
2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of La Conner Regional Library District, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of the Sedro Woolley Public Library; likewise, a cardholder of the Sedro Woolley Public Library, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of the La Conner Regional Library District.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

**5. Review.** The Directors of both libraries will review the effectiveness of this Agreement quarterly and will submit a quarterly report to their governance bodies three months before the end of the project, so that there is a time to extend or renew the agreement before the end date.

**7. Financing.** Each Party will bear its own cost of performing under this Agreement.

**8. Notices.** Any notices or other contacts required under the terms of this Agreement must be directed to the following:

<i>La Conner Regional Library District:</i>	<i>Sedro Woolley Public Library:</i>
Attn: Library Director	Attn: Library Director
P O Box 370	802 Ball Street
La Conner, WA 98257	Sedro Woolley, WA 98284

**9. Amendment.** This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

**10. Mediation/Arbitration Clause.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

**11. Applicable Law-Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

**12. Waiver.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

**13. Concurrent Originals.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**14. Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

**15. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

**16. Entire Agreement.** This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

**LA CONNER REGIONAL LIBRARY  
DISTRICT**

**CITY OF SEDRO WOOLLEY**

\_\_\_\_\_  
**By: Gail Bruce**  
**Chair, Board of Trustees**

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**By: Beth Clothier**  
**Secretary, Board of Trustee**

\_\_\_\_\_  
**By:**  
**City Attorney**

\_\_\_\_\_  
**By:**  
**Trustee**

**ATTEST:**

\_\_\_\_\_  
**By:**  
**Finance Director**

\_\_\_\_\_  
**By:**  
**Trustee**

**Approve:**

\_\_\_\_\_  
**By:**  
**Trustee**

*Michael Borroughs*  
\_\_\_\_\_  
**By:**  
**Sedro Woolley Library Board**  
**President**

**INTERLOCAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MOUNT VERNON AND THE CITY OF SEDRO-WOOLLEY  
TO ESTABLISH A PILOT PROJECT  
FOR RECIPROCAL LIBRARY BORROWING**

**This Interlocal Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, the City of Mount Vernon, hereinafter referred to as Mount Vernon, and the City of Sedro-Woolley, hereinafter referred to as Sedro-Woolley.**

**Whereas**, the City of Mount Vernon also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Mount Vernon; and

**Whereas**, the City of Sedro-Woolley also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Sedro-Woolley; and

**Whereas**, the Mount Vernon City Council and the Board of Trustees of the Mount Vernon City Library (hereinafter referred to as MVCL) and the Sedro-Woolley City Council and the Board of Trustees of the Sedro-Woolley Public Library (hereinafter referred to as SWPL) find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

**Whereas**, both Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

**IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:**

**1. Purpose.** The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

**2. Term:** This Agreement shall commence on July 1, 2010. On or before July 1, 2011, this Agreement will be evaluated and a recommendation will be made to both Cities on the continuance of a permanent reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service. Unless agreed by the parties to continue this agreement or enter into a more permanent reciprocal Agreement this Agreement shall terminate on July 1, 2011.

**3. Definitions:** For the purposes of this Agreement, the following terms shall have the following meanings:

(a.) "Resident Cardholder" means a library cardholder who resides within the city limits of the City of Mount Vernon or the City of Sedro-Woolley, as well

as those entitled by the policies of each library to a resident library card. For the purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) "Owning Library" means the library that owns the item to be checked out.

**4. Specific Provisions.** The Resident Cardholders of one library's service area may obtain a library card permitting the use of the other library's facilities and services, without payment of a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library shall remain in effect, with no coordination or standardization required, and specifically including the following provisions:

1. Library materials placed on hold must be picked up by the library cardholder at the Owning Library.
2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of MVCL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of SWPL; likewise a cardholder of SWPL, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of MVCL.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

**5. Review.** The Directors of both Libraries will review the effectiveness of this Agreement quarterly and will submit a report to their governing bodies three (3) months before the end of the project, so that there is time to extend or renew the Agreement before the end date.

**6. Financing.** Each Party will bear its own cost of performing under this Agreement.

**7. Notices.** Any notices or other contacts required under the terms of this Agreement must be directed to the following:

*To the Mount Vernon City Library*

Attn: Library Director  
315 Snoqualmie St.  
Mount Vernon, WA 98273

*To the Sedro-Woolley Public Library*

Attn: Library Director  
802 Ball St.  
Sedro-Woolley, WA 98284

**8. Amendment.** This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

**9. Mediation/Arbitration Clause.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

**10. Applicable Law-Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

**11. Waiver.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

**12. Concurrent Originals.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

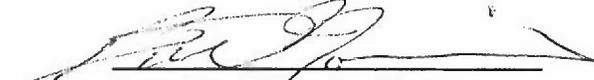
**13. Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

**14. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

15. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

**CITY OF MOUNT VERNON**

**CITY OF SEDRO-WOOLLEY**

  
By: **Bud Norris, Mayor**

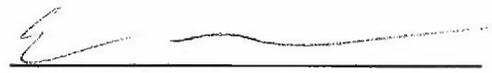
\_\_\_\_\_  
By: **Mike Anderson, Mayor**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

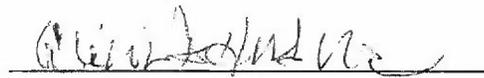
**APPROVED AS TO FORM:**

  
By: **Kevin Rogerson**  
City Attorney

\_\_\_\_\_  
By: **Eron Berg**  
City Attorney

**ATTEST:**

**ATTEST:**

  
By: **Alicia Huschka**  
Finance Director

\_\_\_\_\_  
By: **Patsy Nelson**  
Finance Director

Approve:

Approve:

  
By: **Marija Anderson**  
Mount Vernon Library Board  
Chairperson

\_\_\_\_\_  
By: **Mick Boroughs**  
Sedro-Woolley Library Board  
Chairperson

COMMITTEE  
REPORTS  
AND  
REPORTS  
FROM  
OFFICERS

City of Sedro-Woolley  
Sales Tax Receipts  
Sales tax, use tax & criminal justice funding

	2009				2010				Accumulated		Monthly (sales only, not including mitigation pmt)			
	Sales/Use	Crim Jstc	Mitigation Payment	Total	Accumulated	Sales/Use	Crim Jstc	Mitigation Payment	Total	Accumulated	Difference 2009 / 2010	Difference 2009 / 2010		
January	76,005.56	12,538.61	0.00	88,544.17	88,544.17	94,393.14	12,106.25	0.00	106,499.39	106,499.39	17,955.22	20.28%	18,387.58	24.19%
February	102,329.93	16,500.48	0.00	118,830.41	207,374.58	112,536.80	15,816.23	0.00	128,353.03	234,852.42	27,477.84	13.25%	10,206.87	9.97%
March	72,797.93	11,349.47	18,381.63	102,529.03	309,903.61	71,393.08	10,765.83	10,400.77	92,559.68	327,412.10	17,508.49	5.65%	-1,404.85	-1.93%
April	80,216.97	10,681.12	0.00	90,898.09	400,801.70	69,331.00	10,694.31	0.00	80,025.31	407,437.41	6,635.71	1.66%	-10,885.97	-13.57%
May	97,530.27	13,689.80	0.00	111,220.07	512,021.77	83,049.12	12,671.01	0.00	95,720.13	503,157.54	-8,864.23	-1.73%	-14,481.15	-14.85%
June	85,363.57	12,871.36	0.00	98,234.93	610,286.70	0.00	0.00	0.00	0.00	503,157.54	-107,099.16	-17.55%	-85,363.57	-100.00%
July	81,493.63	12,268.40	0.00	93,762.03	704,018.73	0.00	0.00	0.00	0.00	503,157.54	-200,861.19	-28.53%	-81,493.63	-100.00%
August	100,841.16	15,861.58	0.00	116,702.74	820,721.47	0.00	0.00	0.00	0.00	503,157.54	-317,563.93	-38.69%	-100,841.16	-100.00%
September	81,618.28	14,357.02	9,634.56	105,609.86	926,331.33	0.00	0.00	0.00	0.00	503,157.54	-423,173.79	-45.68%	-81,618.28	-100.00%
October	95,058.59	14,503.66	0.00	109,562.25	1,035,893.58	0.00	0.00	0.00	0.00	503,157.54	-532,736.04	-51.43%	-95,058.59	-100.00%
November	95,916.32	14,931.33	0.00	110,847.65	1,146,741.23	0.00	0.00	0.00	0.00	503,157.54	-643,583.69	-56.12%	-95,916.32	-100.00%
December	91,307.64	12,610.92	10,457.65	114,376.21	1,261,117.44	0.00	0.00	0.00	0.00	503,157.54	-757,959.90	-60.10%	-91,307.64	-100.00%
<b>Total to date</b>	<b>1,060,479.85</b>	<b>162,163.75</b>	<b>38,473.84</b>	<b>1,261,117.44</b>		<b>430,703.14</b>	<b>62,053.63</b>	<b>10,400.77</b>	<b>503,157.54</b>				<b>-629,776.71</b>	<b>-59.39%</b>
													<b>-619,375.94</b>	<b>-58.41%</b>
														<b>including mitigation pmt</b>
<b>YTD</b>	<b>2009</b>	<b>428,880.66</b>				<b>2010</b>	<b>430,703.14</b>						<b>1,822.48</b>	<b>0.42%</b>
														<b>sales tax only</b>

2010 Budget	
Annual Budget	1,218,000
Y-T-D Goal (Ave Mo)	507,500
Y-T-D Actual	503,157.54
Difference	under 4,342

CITY COUNCIL AGENDA  
REGULAR MEETING  
JUN 09 2010  
7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 11