

Next Ord: 1681-10
Next Res: 834-10

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

August 25, 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 #70013 to #70128 in the amount of \$548,014.53.
(Voided Checks #70012 and #70111 - #70116)
 - Payroll Checks #48506 to #48614 in the amount of \$175,814.48.
- c. Resolution 833-10 - Establishing a greenhouse gas reduction policy
- d. Proclamation of September 2010 as Homeless Connect Month by Mayors and County Officials in Skagit County Washington

4. Public Comment (Limited to 3-5 minutes)

UNFINISHED BUSINESS

5. Solid Waste Interlocal (*action requested*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

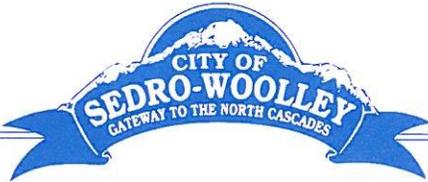
6. Fire Station 2 Update

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

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 25 2010

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



DATE: August 25, 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 August 25, 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.

AUG 25 2010

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
August 11, 2010 – 7:00 P.M. – City Hall Council Chambers

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

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

Pledge of Allegiance

Police Chief Wood arrived at 7:01 P.M.

Consent Calendar

- Minutes from Previous Meeting
- Finance
- Claim Checks #69925 to #70011 in the amount of \$276,071.05, (Voided Checks #70005 - #70009)
- Payroll Checks #48397 to #48505 in the amount of \$237,334.64
- Interlocal Agreement with Skagit County for Library Services – 2010

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

Councilmember Lemley abstained from check #69963 to JJ's Cruisers, as he is a member and treasurer of the organization.

Public Comment

Dennis O'Neil – 109 Talcott Street, commented on the recent article on Police Chief Wood's recent humanitarian trip to Africa. He also questioned replacement of the street markers after the re-paving of Talcott Street and noted the City crew did a good job on the re-paving.

NEW BUSINESS

Fruitdale Road Annexation Ordinance and Interim Zoning Control Ordinance

Planner Moore reviewed the progress of the annexation request on Fruitdale Road. He stated all the procedures have now been completed. He noted the Council had, at a worksession, previously discussed to look at the zoning within the area represented within the proposed interim zoning control ordinance. Moore noted this would

temporarily restrict for 6 months development applications for this area. This would allow the Planning Commission to analyze the change, make a recommendation to Council and allow for proper submission to Department of Commerce for review. Moore stated the Staff recommendation is to adopt the ordinances.

Councilmember Colgan moved to adopt Ordinance 1678-10 to annex 43.39 acres near Fruitdale Road. Seconded by Councilmember Storrs. Motion carried (5-0).

Councilmember Storrs moved to adopt Interim Ordinance 1679-10 to temporarily restrict development applications in the annexation area. Seconded by Councilmember Splane.

Councilmember Lemley questioned the percentage of area considered wetlands within the annexed area.

Motion carried (5-0).

Ordinance Adopting 2009 Building Codes and Local Amendments

Planner Moore reviewed the proposed ordinance acknowledging the 2009 State Building Codes. He noted we are allowed to review and make changes to the codes if necessitated. He reviewed the recommended changes to include permitting requirements, certain exemptions, removal of amendments to appendix, duplicate sections and requirement of design professional seals accompanied with original signature.

Council discussion ensued regarding items exempt from a building permit. Planner Moore emphasized that just because a building permit is not required for certain projects does not mean the code requirement do not have to be followed.

Councilmember Lemley moved to adopt Ordinance 1680-10 to revise Chapter 15.04 SWMC to reflect Sate adoption of 2009 building codes and enact certain local amendments. Seconded by Councilmember Meamber. Motion carried (5-0).

Criminal Code

City Supervisor/Attorney Berg reviewed the information which would be a complete revamping of Title 9 to eliminate a majority of local crimes that are a reiteration of state crimes. He noted the benefit is that when the state updates their laws our code would automatically update to reflect what the state has done. Berg also discussed the need for updates of the City's bail books and the plan for updating.

Council discussion ensued regarding air guns.

Berg noted this is a first read only and no action is necessary at tonight's meeting. It was also noted in an effort to save paper, the next packet will only have the proposed ordinance reproduced.

Brickyard Creek Interlocal

Engineer Freiburger addressed a proposed interlocal agreement with Skagit County for the dissolution of the Brickyard Creek Sub-Flood Zone. He presented background information on the zone noting about 2,200 parcels are affected with only 189 being located outside the City limits, with the bulk of Brickyard Creek located within the City limits. Freiburger reported on a recent meeting, past and future funding and the time line for conversion.

Freiburger also addressed a meeting scheduled with Commission Dillon, reviewed current billing for stormwater assessment on utility billing, the backlog of things that need to happen as maintenance has not occurred by County over the last number of years and the verification of projects planned and that they are still pertinent. He noted Nick Vann is on board to take on oversight of the stormwater and stated it is in the best interest of the City to proceed with the process but to proceed with caution.

Freiburger did announce the County Commissioners will be discussing the dissolution at their August 17th meeting. He also spoke on an upcoming utility committee meeting scheduled for August 25th.

Councilmember Splane stated he would like to keep the funds specifically for maintenance of the creek.

COMMITTEE REPORTS AND REPORT FROM OFFICERS

Fire Station 2 Update

City Supervisor/Attorney Berg – reviewed the change order proposals with many still pending on a number of little things that keep coming up to include key pad door openers, central design exhaust system, gas line addition and an owner change order request (#9) for additional conduit for radios.

Fire Chief Klinger reviewed the progress pictures of Fire Station 2 and the work currently being completed as well as the upcoming schedule. He noted the Department of Homeland Security representative will be on site for inspection on September 2nd. Klinger stated that the first and second draw request has been approved. He invited anyone who wishes a tour to contact him for arrangements.

Councilmember Colgan – commented that the street paving looks good.

Councilmember Storrs – questioned the status of his concern at Third and Talcott.

Engineer Freiburger noted he forwarded the request on for a work order but he has been on vacation and not aware of the status of the request but noted he will follow up on it.

Councilmember Splane – reported a hole in Highway 20 which is growing larger.

Engineer Freiburger – reported on the paving projects which have just been completed. He noted the paving stretched the workforce very thin and they will review the paving schedule for next year. He stated because of the current staffing other things are being postponed until the paving projects are complete. There's no other way and the public needs to know the choices and addressed prioritization of work. Freiburger also reported that the SR 9 sewer project is complete and he continues to work on grants.

Grant opportunities were discussed for water parks and sidewalks.

Planner Moore – pointed out a letter in the packet from the Washington Surveying and Rating Bureau (WSRB) regarding the Building Code Effectiveness Grading Schedule Classification that the Mayor, Eric Potash, Building Inspector and himself participated in. He noted the City has been upgraded two levels and this information is provided to insurance companies a for underwriting and rating information. Moore also discussed several code enforcement cases which include recent complaints on shipping containers around town. The Planning Department has put together some draft guidelines for use of shipping containers to be reviewed by the Planning Commission with final approval by Council. Moore requested Council approval to proceed with the process.

Council consensus was for the Planning Commission to review. Council also suggested to check to see what other cities have for regulations.

Moore also noted that in general code enforcement is going well with the new procedures. He noted that they are tracking the complaints and have been successful in closing quite a few with positive results.

Fire Chief Klinger – reported that Asst. Chief Olson will be leaving for South Dakota on Sunday for the inspection on the new engine and will return on Tuesday.

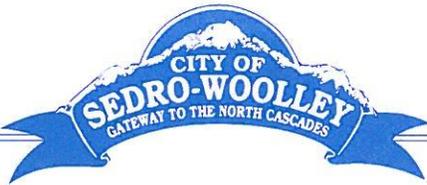
Police Chief Wood – reported that the Work Offender program is going well with good results. The work is very noticeable in the downtown area and around City Hall.

Councilmember Splane moved to adjourn. Councilmember Colgan seconded. Motion carried (5-0).

The meeting adjourned at 8:17 P.M.

AUG 25 2010

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



DATE: August 25, 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 August 25, 2010.

Motion to approve Claim Checks #70013 to #70128 in the amount of \$548,014.53. (Voided Checks #70012 and #70111-#70116)

Motion to approve Payroll Checks #48506 to #48614 in the amount of \$175,814.48.

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
70013	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	1,057.00
		MISC-FILING FEES/LIEN EXP	SAN	1,116.00
		WARRANT TOTAL		2,173.00
70014	ACTION COMMUNICATIONS INC	REPAIRS/MAINT-EQUIP	FD	199.81
		FIRE TRUCK	FD	167.86
		WARRANT TOTAL		367.67
70015	ACE INDUSTRIAL SUPPLY, INC.	OPERATING SUPPLIES	SWR	325.53
		SAFETY EQUIPMENT	SWR	176.37
		WARRANT TOTAL		501.90
70016	ALL-PHASE ELECTRIC	MAINT OF GENERAL EQUIP	SWR	252.91
		MACHINERY/EQUIPMENT	SWR	490.51
		WARRANT TOTAL		743.42
70017	ALLEN, DEBRA	MEALS/TRAVEL	SWR	11.46
		MEALS/TRAVEL	SWR	12.04
		WARRANT TOTAL		23.50
70018	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES	PD	82.53
		REPAIR/MT-SENIOR CENTER	PK	105.39
		WARRANT TOTAL		187.92
70019	LLOYD RUSSELL	REPAIRS/MAINT-EQUIP	FD	4,096.45
		WARRANT TOTAL		4,096.45
70020	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	25.20
		MISC-LAUNDRY	CEM	16.07
		MISC-LAUNDRY	ST	19.19
		MISC-LAUNDRY	ST	17.20
		LAUNDRY	SWR	32.75
		LAUNDRY	SWR	17.96
		WARRANT TOTAL		128.37
70021	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	7,988.23
		WARRANT TOTAL		7,988.23
70022	ARGUS PACIFIC, INC.	TUITION/REGISTRATION	FD	150.00
		WARRANT TOTAL		150.00
70023	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	107.58
		AUTO FUEL	PD	1,468.72
		AUTO FUEL/DIESEL	FD	412.73
		AUTO FUEL/DIESEL	PK	34.96
		AUTO FUEL/DIESEL	CEM	211.34
		AUTO FUEL/DIESEL	ST	179.24
		AUTO FUEL/DIESEL	ST	326.73
		AUTO FUEL/DIESEL	ST	249.01
		AUTO FUEL/DIESEL	SWR	97.83
		AUTO FUEL/DIESEL	SWR	186.67
		AUTO FUEL/DIESEL	SWR	178.80

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		AUTO FUEL/DIESEL	SAN	1,537.30
		AUTO FUEL/DIESEL	SAN	1,269.50
		AUTO FUEL/DIESEL	SAN	62.50
		WARRANT TOTAL		6,322.91
70024	BANK OF AMERICA	PRINTING/PUBLICATIONS *	PD	47.21
		TUITION/REGISTRATION	PD	175.00
		OPERATING SUPPLIES	SWR	90.00
		PROFESSIONAL SERVICES	SWR	85.00
		MISC-DUES/SUBSCRIPTIONS	SWR	70.00
		WARRANT TOTAL		467.21
70025	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP PK		86.61
		REPAIR/MAINT-EQUIP & BLDG	CEM	68.95
		REPAIR/MAINT-EQUIP & BLDG	CEM	21.10
		WARRANT TOTAL		176.66
70026	BANK OF AMERICA	BOOKS, PERIOD, RECORDS	LIB	47.29
		WARRANT TOTAL		47.29
70027	BANK OF AMERICA	UNIFORMS	FD	31.64
		WARRANT TOTAL		31.64
70028	BANK OF AMERICA	OFFICE/OPERATING SUPPLIES	IT	22.51
		SMALL TOOLS/MINOR EQUIP	IT	15.13
		NETWORK HARDWARE	IT	395.00
		WARRANT TOTAL		432.64
70029	BAY CITY SUPPLY	OPERATING SUP - SENIOR CTR	PK	7.08
		OPERATING SUP - LIBRARY	PK	235.64
		WARRANT TOTAL		242.72
70030	BERGMAN, PAUL DDS	RETIRED MEDICAL	PD	295.00
		WARRANT TOTAL		295.00
70031	BOULDER PARK, INC	SOLIDS HANDLING	SWR	2,640.38
		WARRANT TOTAL		2,640.38
70032	BOUND TREE CORPORATION	OPERATING SUPPLIES	FD	60.42
		WARRANT TOTAL		60.42
70033	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
70034	BRAT WEAR	UNIFORMS/ACCESSORIES	PD	456.28
		WARRANT TOTAL		456.28
70035	CARLETTI ARCHITECTS P.S.	ARCHITECTURAL SERVICES	F-C	300.00
		CONSTRUCTION	F-C	6,575.54
		WARRANT TOTAL		6,875.54
70036	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	10.60

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 08/25/2010 (Printed 08/19/2010 14:51)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UTILITIES-COMMUNITY CTR	PK	11.70
		UTILITIES-SENIOR CENTER	PK	44.76
		UTILITIES-HAMMER SQUARE	PK	13.91
		UTILITIES - SHOP	PK	18.23
		UTILITIES - SHOP	PK	18.31
		PUBLIC UTILITIES-CITY HALL	PK	111.16
		PUBLIC UTILITIES	ST	10.60
		PUBLIC UTILITIES	ST	7.80
		PUBLIC UTILITIES	LIB	10.60
		PUBLIC UTILITIES	SWR	48.32
		PUBLIC UTILITIES	SAN	27.14
		WARRANT TOTAL		333.13
70037	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	17.96
		WARRANT TOTAL		17.96
70038	CHIEF SUPPLY CORPORATION	PUBLIC EDUC. SUPPLIES	PD	584.52
		FIRE TRUCK	FD	285.00
		WARRANT TOTAL		869.52
70039	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	6.04
		WARRANT TOTAL		6.04
70040	CPI PLUMBING & HEATING	REPAIR/MAINT-LIBRARY	PK	284.92
		WARRANT TOTAL		284.92
70041	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	77.04
		REPAIR & MAINT - AUTO	PD	43.01
		REPAIR & MAINT - AUTO	PD	1,040.21
		WARRANT TOTAL		1,160.26
70042	CRYSTAL SPRINGS	SUPPLIES/BOOKS	PLN	14.40
		SUPPLIES	ENG	14.40
		OPERATING SUPPLIES	FD	53.95
		OFF/OPER SUPPS & BOOKS	INSP	14.36
		OFF/OPER SUPPS & BOOKS	INSP	.06
		OPERATING SUPPLIES	CEM	19.34
		OPERATING SUPPLIES	ST	28.24
		OPERATING SUPPLIES	SWR	85.69
		WARRANT TOTAL		230.44
70043	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	21.96
		SUPPLIES	FIN	21.95
		SUPPLIES/BOOKS	PLN	6.36
		SUPPLIES	ENG	6.37
		OFFICE/OPERATING SUPPLIES	PD	21.96
		OFF/OPER SUPPS & BOOKS	INSP	6.36
		WARRANT TOTAL		84.96
70044	DEMCO INC.	SUPPLIES	LIB	156.48
		WARRANT TOTAL		156.48

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 08/25/2010 (Printed 08/19/2010 14:51)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70045	D.K. SYSTEMS INC.	REPAIR/MAINT-CITY HALL	PK	686.09
		WARRANT TOTAL		686.09
70046	E & E LUMBER	OPERATING SUP - RIVERFRONT	PK	16.75
		REPAIR/MAINT-EQUIP & BLDG	CEM	51.94
		OPERATING SUPPLIES	ST	54.71
		OPERATING SUPPLIES	SWR	2.16
		OPERATING SUPPLIES	SWR	2.16
		OPERATING SUPPLIES	SWR	8.85
		REPAIRS/MAINT-BUILDING	SAN	116.86
		WARRANT TOTAL		253.43
70047	ECONOMY FENCE CENTER	REPAIRS/MAINT-BUILDING	SAN	253.67
		WARRANT TOTAL		253.67
70048	ENTERPRISE OFFICE SYSTEMS	OFFICE/OPERATING SUPPLIES	PD	18.38
		OFFICE/OPERATING SUPPLIES	PD	60.58
		WARRANT TOTAL		78.96
70049	FISERV	SUPPLIES	JUD	625.82
		WARRANT TOTAL		625.82
70050	FRANKLIN CORPORATION (THE)	CONSTRUCTION	F-C	262,342.66
		WARRANT TOTAL		262,342.66
70051	FRONTIER	TELEPHONE	JUD	76.38
		TELEPHONE	EYE	114.48
		TELEPHONE	FIN	114.48
		TELEPHONE	LGL	50.92
		TELEPHONE	IT	38.16
		TELEPHONE	PLN	38.19
		TELEPHONE	ENG	89.04
		TELEPHONE	PD	381.90
		TELEPHONE	PD	114.94
		TELEPHONE	FD	140.03
		TELEPHONE	INSP	38.19
		TELEPHONE	PK	25.46
		PUBLIC UTILITIES-CITY HALL	PK	57.46
		TELEPHONE	ST	12.73
		TELEPHONE	LIB	63.60
		TELEPHONE	SWR	101.76
		TELEPHONE	SAN	50.92
		TELEPHONE	SAN	52.91
		WARRANT TOTAL		1,561.55
70052	FRONTIER BUILDING SUPPLY	REPAIR PARKING	ST	1,051.70
		WARRANT TOTAL		1,051.70
70053	GALL'S, AN ARAMARK CO.	UNIFORMS/ACCESSORIES	PD	140.64
		UNIFORMS/ACCESSORIES	PD	113.58
		WARRANT TOTAL		27.06

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70054	GEOTEST SERVICES, INC.	CONSTRUCTION	F-C	1,729.50
		WARRANT TOTAL		1,729.50
70055	GUARDIAN NW TITLE & ESCROW	MISC-FILING FEES/LIEN EXP	SWR	127.00
		WARRANT TOTAL		127.00
70056	HERTZ EQUIPMENT RENTAL	RENTAL-EQUIPMENT	ST	1,025.73
		WARRANT TOTAL		1,025.73
70057	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	273.95
		WARRANT TOTAL		273.95
70058	INGRAM LIBRARY SERVICES	SUMMER READ PROGRAM	LIB	91.52
		BOOKS, PERIOD, RECORDS	LIB	9.39
		BOOKS, PERIOD, RECORDS	LIB	59.43
		BOOKS, PERIOD, RECORDS	LIB	64.40
		BOOKS, PERIOD, RECORDS	LIB	27.76
		WARRANT TOTAL		252.50
70059	JET CITY RENTAL	EQUIPMENT RENTAL	SWR	1,082.00
		WARRANT TOTAL		1,082.00
70060	KESSELRING'S	AMMUNITION	PD	68.17
		WARRANT TOTAL		68.17
70061	KUSTOM SIGNALS INC	MACHINERY & EQUIPMENT	PD	96.48
		WARRANT TOTAL		96.48
70062	LACAL EQUIPMENT INC.	REPAIR/MAINTENANCE-EQUIP	ST	425.35
		WARRANT TOTAL		425.35
70063	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	348.00
		WARRANT TOTAL		348.00
70064	LOWELL, DAVID D.	PROFESSIONAL SERVICES	JUD	250.00
		PROFESSIONAL SERVICES	JUD	150.00
		WARRANT TOTAL		400.00
70065	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
70066	MICRO DATA	PRINTING/PUBLICATIONS	PD	320.93
		PRINTING/PUBLICATIONS	PD	352.47
		WARRANT TOTAL		673.40
70067	MID-AMERICAN RESEARCH CHEM.	MAINTENANCE OF LINES	SWR	428.47
		WARRANT TOTAL		428.47
70068	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	FD	712.61
		MAINTENANCE OF VEHICLES	SWR	224.95-
		WARRANT TOTAL		487.66

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 08/25/2010 (Printed 08/19/2010 14:51)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70069	NAT'L GEOGRAPHIC SOCIETY	BOOKS, PERIOD, RECORDS	LIB	34.00
		WARRANT TOTAL		34.00
70070	NELSON, PATSY	MEALS/TRAVEL	FIN	196.43
		WARRANT TOTAL		196.43
70071	NORTH CASCADE FORD	REPAIRS/MAINT-EQUIP	FD	43.17
		WARRANT TOTAL		43.17
70072	OASYS	REPAIR/MAINTENANCE-EQUIP	LIB	95.94
		WARRANT TOTAL		95.94
70073	OFFICE DEPOT	SUPPLIES	FIN	67.93
		WARRANT TOTAL		67.93
70074	ONSET COMPUTER CORP.	PORTABLE EQUIPMENT	SWR	147.00
		WARRANT TOTAL		147.00
70075	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	88.67
		REPAIR/MT-SMALL TOOLS EQUIP	PK	17.80
		OPERATING SUPPLIES	ST	250.00
		REPAIRS/MAINT-EQUIP	SAN	20.91
		REPAIRS/MAINT-EQUIP	SAN	1,065.66
		WARRANT TOTAL		1,443.04
70076	PARTSMASTER	SMALL TOOLS & MINOR EQUIP	SAN	145.85
		WARRANT TOTAL		145.85
70077	PETROCARD	AUTO FUEL/DIESEL	PK	65.97
		AUTO FUEL/DIESEL	ST	230.60
		AUTO FUEL/DIESEL	SWR	75.57
		AUTO FUEL/DIESEL	SAN	58.77
		WARRANT TOTAL		430.91
70078	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
70079	PITTMAN, HAROLD	RETIRED MEDICAL	PD	18.80
		WARRANT TOTAL		18.80
70080	PLATS PLUS, INC.	IMPROVEMENT-TOWNSHIP LINE	SWR	113,097.64
		WARRANT TOTAL		113,097.64
70081	PRINTWISE, INC.	PRINTING/PUBLICATIONS	PD	214.24
		WARRANT TOTAL		214.24
70082	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	17.40

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UTILITIES-RIVERFRONT	PK	290.28
		UTILITIES-TRAIN	PK	17.40
		UTILITIES-HAMMER SQUARE	PK	122.67
		UTILITIES-BINGHAM & MEMORIAL P		35.09
		UTILITIES - OTHER	PK	29.05
		PUBLIC UTILITIES-CITY HALL	PK	512.27
		PUBLIC UTILITIES	CEM	71.76
		PUBLIC UTILITIES	ST	38.11
		PUBLIC UTILITIES	LIB	29.48
		PUBLIC UTILITIES	SWR	192.06
		PUBLIC UTILITIES	SAN	41.13
		WARRANT TOTAL		1,396.70
70083	PUBLIC SAFETY SELECTION, PC	PROFESSIONAL SERVICES	CIV	350.00
		WARRANT TOTAL		350.00
70084	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	8,717.54
		WARRANT TOTAL		8,717.54
70085	REGION 3 FIRE COUNCIL	TUITION/REGISTRATION	FD	180.00
		WARRANT TOTAL		180.00
70086	REICHHARDT & EBE ENG, INC	ENG-SR20 WIDE METCALF-TOWN ART	ART	289.28
		IMPROVEMENT-TOWNSHIP LINE	SWR	17,540.12
		WARRANT TOTAL		17,829.40
70087	RIGHT WAY PLUMBING	REPAIRS/MAINT-DORM	FD	107.12
		WARRANT TOTAL		107.12
70088	RHODES, GLORIA	COMMUNITY GRANT PROGRAMS	LIB	404.91
		WARRANT TOTAL		404.91
70089	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	184.00
		OPERATING SUPPLIES	SWR	106.95
		WARRANT TOTAL		290.95
70090	SCIENCE NEWS	BOOKS, PERIOD, RECORDS	LIB	99.00
		WARRANT TOTAL		99.00
70091	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	25.52-
		OFFICE SUPPLIES	CEM	25.96
		OPERATING SUPPLIES	CEM	3.38-
		OPERATING SUPPLIES	CEM	6.83
		REPAIR/MAINTENANCE-EQUIP	ST	13.40
		REPAIR-SAFETY EQUIPMENT	ST	12.18-
		OPERATING SUPPLIES	SWR	4.34-
		OPERATING SUPPLIES	SWR	60.59
		OPERATING SUPPLIES	SAN	91.30
		OPERATING SUPPLIES	SAN	47.60-
		WARRANT TOTAL		105.06
70092	SEDRO-WOOLLEY FAMILY	PROFESSIONAL SERVICES	SWR	126.00

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	126.00
70093	SEDRO-WOLLEY POSTMASTER	POSTAGE LIB	88.00
		WARRANT TOTAL	88.00
70094	SIGNATURE FORMS INC.	SUPPLIES FIN	324.32
		WARRANT TOTAL	324.32
70095	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP SWR	766.26
		MISC-FILING FEES/LIEN EXP SAN	287.51
		OPERATING SUPPLIES SWTR	45.73
		WARRANT TOTAL	1,099.50
70096	SIERRA CLUB MEMBER SVC.	BOOKS, PERIOD, RECORDS LIB	12.00
		WARRANT TOTAL	12.00
70097	SK. CO. COM ACTION AGENCY	SKAGIT COMM ACTION AGENCY HLT	2,527.49
		WARRANT TOTAL	2,527.49
70098	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL SAN	39,060.34
		WARRANT TOTAL	39,060.34
70099	SKAGIT CO. PUBLIC WORKS	SKAGIT CO SOLID WASTE SWR	18.00
		WARRANT TOTAL	18.00
70100	SKAGIT COUNTY SHERIFF	PRISONERS PD	7,163.36
		WARRANT TOTAL	7,163.36
70101	SKAGIT VALLEY PUBLISHING	ADVERTISING PLN	63.75
		ADVERTISING/LEGAL PUBLIC PLN	168.75
		WARRANT TOTAL	232.50
70102	STILES & STILES	MUNICIPAL COURT JUDGE JUD	2,728.00
		WARRANT TOTAL	2,728.00
70103	SUMMIT LAW GROUP	PROFESSIONAL SERVICES LGL	84.00
		WARRANT TOTAL	84.00
70104	TRAIL ROAD EXPRESS LUBE	REPAIRS/MAINT-EQUIP FD	42.14
		WARRANT TOTAL	42.14
70105	TRUE VALUE	MACHINERY & EQUIPMENT PD	16.22
		MACHINERY & EQUIPMENT PD	9.73
		OPERATING SUPPLIES FD	4.64
		OPERATING SUP - RV PARK PK	41.08
		OPERATING SUP - PARKS SHOP PK	12.96
		OPERATING SUP - COMM CENTER PK	26.74
		REPAIRS/MT-COMMUNITY CTR PK	148.76
		OPERATING SUPPLIES ST	34.60
		MAINT OF GENERAL EQUIP SWR	76.38
		MAINT OF GENERAL EQUIP SWR	20.00
		OPERATING SUPPLIES SWR	4.10

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	17.61
		OPERATING SUPPLIES	SWR	12.98
		OPERATING SUPPLIES	SWR	12.97
		REPAIRS/MAINT-BUILDING	SAN	15.13
		OPERATING SUPPLIES	SAN	4.09
		WARRANT TOTAL		457.99
70106	USF REDDAWAY, INC.	OPERATING SUPPLIES	SAN	430.75
		WARRANT TOTAL		430.75
70107	UNITED LABORATORIES	OPERATING SUPPLIES	SAN	1,919.05
		WARRANT TOTAL		1,919.05
70108	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	2,538.82
		WARRANT TOTAL		2,538.82
70109	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	44.95
		WARRANT TOTAL		44.95
70110	VALLEY AUTO SUPPLY	OPERATING SUPPLIES	FD	18.77
		REPAIR/MT-SMALL TOOLS EQUIP PK		35.10
		REPAIRS/MAINT-EQUIP	SAN	503.13
		WARRANT TOTAL		557.00
70117	VISION FORMS, LLC	POSTAGE	SWR	1,225.73
		POSTAGE	SAN	584.58
		OPERATING SUPPLIES	SWTR	75.44
		WARRANT TOTAL		1,885.75
70118	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	1,068.45
		WARRANT TOTAL		1,068.45
70119	WA STATE DEPT OF ECOLOGY	TUITION/TRAINING		75.00
		WARRANT TOTAL		75.00
70120	WA ST DEPT OF ECOLOGY	CONSTRUCTION	F-C	443.20
		WARRANT TOTAL		443.20
70121	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	126.00
		WARRANT TOTAL		126.00
70122	WA STATE DEPT OF REVENUE	TELEPHONE	INSP	5.18
		TAXES AND ASSESSMENTS	PK	51.78
		TAXES AND ASSESSMENTS	CEM	313.46
		REPAIR/MAINTENANCE-EQUIP	ST	16.61
		SUPPLIES	LIB	4.88
		TAXES AND ASSESSMENTS	LIB	8.71
		BOOKS, PERIOD, RECORDS	LIB	7.99
		TAXES AND ASSESSMENTS	SWR	5,443.14
		TAXES & ASSESSMENTS	SAN	5,726.34
		WARRANT TOTAL		11,578.09

CITY OF SEDRO-WOOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70123	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	96.25
		WARRANT TOTAL		96.25
70124	WAPATO POLICE DEPARTMENT	PRISONERS	PD	700.00
		WARRANT TOTAL		700.00
70125	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	9,332.43
		WARRANT TOTAL		9,332.43
70126	WEST PAYMENT CTR	WESTLAW SERVICES	LGL	322.57
		WARRANT TOTAL		322.57
70127	WOOD'S LOGGING SUPPLY INC	SAFETY EQUIPMENT	ST	47.59
		REPAIR/MAINTENANCE-EQUIP	ST	50.85
		WARRANT TOTAL		98.44
70128	DISHONG, BEN	SPACE/FACILITY RENT-RIVERFRONT		225.00
		WARRANT TOTAL		225.00
		RUN TOTAL		548,014.53

CITY OF SEDRO-WOOLLEY
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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	43,902.72
101	PARK FUND	3,390.38
102	CEMETERY FUND	828.57
103	STREET FUND	12,795.35
104	ARTERIAL STREET FUND	289.28
105	LIBRARY FUND	1,315.38
330	1996 FIRE STATION CONST FUND	271,390.90
401	SEWER FUND	150,161.65
412	SOLID WASTE FUND	63,744.13
425	STORMWATER	196.17
TOTAL		548,014.53

CITY OF SEDRO-WOOLLEY
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DEPARTMENT	AMOUNT
001 000 012	6,757.66
001 000 013	114.48
001 000 014	778.49
001 000 015	2,957.49
001 000 016	350.00
001 000 017	470.80
001 000 019	338.78
001 000 020	157.14
001 000 021	22,585.24
001 000 022	6,753.67
001 000 024	111.48
001 000 062	2,527.49
FUND CURRENT EXPENSE FUND	43,902.72
101 000 000	225.00
101 000 076	3,165.38
FUND PARK FUND	3,390.38
102 000 036	828.57
FUND CEMETERY FUND	828.57
103 000 042	12,795.35
FUND STREET FUND	12,795.35
104 000 042	289.28
FUND ARTERIAL STREET FUND	289.28
105 000 072	1,315.38
FUND LIBRARY FUND	1,315.38
330 000 082	271,390.90
FUND 1996 FIRE STATION CONST FUND	271,390.90
401 000 035	150,161.65
FUND SEWER FUND	150,161.65
412 000 037	63,744.13
FUND SOLID WASTE FUND	63,744.13
425 000 039	196.17
FUND STORMWATER	196.17
TOTAL	548,014.53

AUG 25 2010

**A RESOLUTION OF THE CITY COUNCIL OF SEDRO-WOOLLEY,
WASHINGTON ESTABLISHING A GREENHOUSE
GAS REDUCTION POLICY**

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

WHEREAS, the Washington State Legislature has recognized the importance of addressing the impacts of greenhouse gas emissions on a state and local level through the setting of emissions reduction goals and the enactment of supporting legislation; and

WHEREAS, the City of Sedro-Woolley supports efforts and actions that reduce greenhouse gas emissions and result in enriched quality of life and environmental stability for its citizens, surrounding communities and the state as a whole through benefits such as reduced energy consumption and costs, air quality enhancement, improved transportation choices, economic development, green space preservation, job creation through resource conservation and the expansion of new technologies, now, therefore,

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

The City of Sedro-Woolley will strive to set goals, enact policies and take actions which reduce greenhouse gas emissions generated from or furthered by its own internal operations or those of the community it serves. Initial efforts in support of this proclamation consist of the following:

1. Continue to adopt and enforce land-use policies that preserve and, where possible, improve air and water quality, soils and natural systems, reduce sprawl, reserve open space and create compact, walk-able and bike-able neighborhoods and urban communities;
2. Maintain healthy and vibrant urban open spaces which incorporate native landscaping and trees to absorb CO₂, recycled and reused materials to reduce resource and energy use and encourage access via non-motorized forms of transportation;
3. Encourage development patterns and outcomes which reduce the need for new public facilities and/or utilize existing infrastructure such as high-density, mixed-use, infill development and creative reuse of brownfield, underutilized, and/or defunct properties within the urban area;
4. Promote the maintenance and expansion of multi-modal transportation options and amenities such as public transit corridors and an interconnected system of bicycle lanes, paths, sidewalks and trails;
5. Support commute trip and work trip reduction programs which encourage carpooling, bicycling, mass-transit, telecommuting, flex-hours, alternative schedules and other innovative solutions aimed at reducing vehicle miles traveled and single-occupancy vehicles;
6. Prioritize cost-effective energy efficiency and resource conservation in the design and construction of publicly funded buildings, infrastructure, building code updates and facility retrofits;

7. Encourage energy conservation practices in buildings and in the use and maintenance of vehicles and equipment by raising the awareness of city employees, community businesses and citizens through outreach, education and training;
8. Seek opportunities to use pollutant reducing alternative energy sources and cleaner fuels in City operations and encourage similar efforts in the community;
9. Monitor the efficiency of the pumps and other equipment in infrastructure systems and operate and maintain them at peak efficiency;
10. Employ a triple bottom line approach to purchasing choices, project planning and feasibility studies and procedures, practices and operations decisions;
11. Purchase Energy Star equipment and appliances as well as recycled and recyclable goods for City use and when cost effective options are presented, the one using the least amount of energy and/or producing the lowest levels of greenhouse gas emissions shall be preferred;
12. Promote and expand waste stream attenuation in City operations and in the community by supporting reduction, reuse and recycling efforts and programs;
13. When allowed by the applicable building codes and construction specifications, encourage deconstruction versus demolition and the use of recycled and recyclable materials and other substances containing the lowest practical levels of embodied energy;
14. Encourage the use of local business resources and locally produced products to stimulate the regional economy and reduce greenhouse gas emissions impacts resulting from the transportation and shipping of goods and services;
15. Prioritize transportation and development projects that will contribute to a reduction in vehicle miles traveled per capita while maintaining economic vitality and sustainability;
16. Utilize a variety of media to recognize achievements, publicize incentive programs, encourage energy and resource conservation actions and greenhouse gas emissions reduction efforts all in an attempt to raise public awareness of the value and benefits derived from such programs and endeavors;
17. Increase collaboration with state, regional and local public interest groups, government agencies, citizens and stakeholders to ensure that local climate action, land use, housing and transportation plans are aligned with, support and enhance any regional plans that have been developed consistent with state guidance to achieve reductions in greenhouse gas emissions.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 25th day of August, 2010, and signed in authentication of its passage this ___ day of August, 2010.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

**Proclamation of September 2010 as Homeless Connect Month by Mayors and
County officials in Skagit County Washington**

AUG 25 2010

Whereas: More than 2 million Americans across our country each year experience homelessness in our local communities, compromising the quality of life of the person, and the community; and

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

Whereas: As elected Mayors and County officials, we are on the frontlines of and accountable to our communities for the well-being of all citizens; and

Whereas: We recognize that no one level of government can remedy homelessness alone; and

Whereas: We affirm that we will work together with our partners in state and federal government as well as in the foundation community and private sector to maintain and enhance the sustainable investment of resources needed to respond; and

Whereas: We have taken action to create jurisdictionally-led, community-based 10-Year Plans to end chronic homelessness in our communities in partnership with the United Interagency Council on Homelessness (USICH), the U.S. Conference of Mayors the National Association of Counties (NACo) to end the disgrace;

Now, therefore, we resolve to work together in a local partnership of every level of government and the private sector, and with US Interagency Council on Homelessness, to identify, adopt, and create innovative initiatives to advance the following principles and actions:

1. End the homelessness of our most vulnerable and disabled citizens who live on our streets and in our shelters, those experiencing chronic homelessness, especially homeless veterans.
2. With the support of our partners work to shorten the time any person is homeless.
3. Accept jurisdictional responsibility for accountability and results in the broader partnership that includes other levels of government and the private sector for an issue that is visible, expensive, and unacceptable in our communities.
4. Affirm our jurisdictionally-led, community-based 10-Year Plans as the community's primary planning strategy to effect accountability and results in ending and preventing homelessness.
5. Develop these plans to ensure that the measurable outcomes are sustainable and render lasting solutions to homelessness.
6. Endorse housing solutions as our primary investment to end homelessness, recognizing that shelter and punitive responses are often expensive and ineffective in reducing numbers and restoring lives and affirm that permanent supportive housing and rapid rehousing models offer our most disabled citizens the housing and services they need in a cost effective response.
7. Affirm the work of faith and community based agencies for the work they have done on the frontlines for decades and partner with them to fashion innovative responses that are results-oriented.

8. Invite the business and philanthropic communities to be a partner in our efforts, especially local business associations, foundations, Business Improvement Districts, the United Way, and Chambers of Commerce.
9. Work with the United States Interagency Council on Homelessness, the Conference of Mayors Task Force on Hunger and Homelessness, the National Counties (NACo), and the Partnership to End Long Term Homelessness to assure dissemination of innovations that ensures that every community will have equal access to the best ideas that create results in ending homelessness.
10. Create Project Homeless Connect events, the one-day, one-stop, target people in offering an array of housing, employment, and treatment services along with quality of life resources, as a component of our 10-Year Plan response.
11. Support all local, state, and federal legislation and resources that will offer new capabilities for investment in results.
12. Invite other communities to join us in this national effort.

We, the undersigned Mayors and County officials of Skagit County Washington, do reaffirm our commitment to America's Road Home Statement of Principles and Actions, embrace its goals, and announce the following Proclamation:

We declare and proclaim September 2010 to be Homeless Connect Month in Skagit County, an opportunity for all citizens to work in partnership across government, business, non-profit, and faith-based sectors of the community to help bring an end to the homelessness of our most vulnerable and disabled neighbors.

We, the undersigned Mayors and County officials, do hereby commit to the America's Road Home Statement of Principles and Actions and announce our support for civic engagement to help end homelessness across Skagit County during September 2010 Homeless Connect Month.

Signed: _____

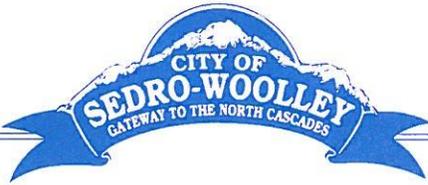
Signature of Mayor or County Official

Printed Name

City/County Name

AUG 25 2010

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

UNFINISHED
BUSINESS

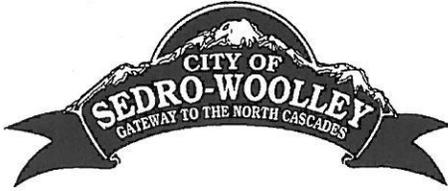
CITY COUNCIL AGENDA
REGULAR MEETING

AUG 25 2010

CITY OF SEDRO-WOOLLEY

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

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



Mike Anderson
Mayor

MEMO TO: City Council
FROM: Mayor Anderson
RE: Solid Waste Interlocal
DATE: August 25, 2010

ISSUE: Should the council authorize the mayor to sign the attached interlocal agreement regarding solid waste with Skagit County and the cities and towns, with the changes made by the City of Mount Vernon?

DETAIL: The City of Mount Vernon proposed a change to the updated interlocal with the county and the cities and towns regarding solid waste which would preclude the county from using solid waste system money to sue one of the other members without a vote of the SWSGB. You have already approved a prior draft; if you approve this addition, then I will have the approval to sign either version as they work through the process which will ensure that no delays result from Sedro-Woolley's actions.

RECOMMENDATION: *Motion to authorize the Mayor to sign the attached interlocal regarding solid waste management which includes changes proposed by the City of Mount Vernon.*

910 Cleveland Avenue
Post Office Box 809
Mount Vernon, WA 98273

Phone 360/336-6203
Fax 360/336-6267
Email: Kevinr@mountvernonwa.gov

August 17, 2010

Solid Waste System Governance Board Members
Skagit County
Public Works Department
1800 Continental Place
Mount Vernon, WA 98273-9478

Re: Skagit County Proposed Amendment to the Interlocal Cooperative Agreement Between Skagit County and Cities and Towns in Skagit County for Solid Waste Management (Skagit County Contract No. 2008036).

Dear SWSGB Members:

On August 11, 2010 during a regularly held session of the Mount Vernon City Council, the proposed Amendment (enclosed) drafted by Skagit County Public Works (the Amendment) to the Interlocal Agreement for Solid Waste Management (the Interlocal) was introduced for approval.

During the meeting, members of the Council found much of the Amendment and its terms agreeable and that many of the issues formerly raised by the parties have been addressed to Mount Vernon's satisfaction. However, as raised during previous discussions with the County and County Staff, Mount Vernon continues to be concerned that the Interlocal and Amendment to the Interlocal fail to incorporate adequate checks and balances to ensure that funds that would otherwise be utilized for the County Solid Waste System could not be used or directed elsewhere. Specifically, Mount Vernon is concerned that the Interlocal and the proposed Amendment allow system revenues which should be utilized for the benefit of the system to be utilized by the County to fund legal costs in prosecuting claims or lawsuits against another member without need for any consent by the SWSGB. Because of this concern, the Mount Vernon City Council voted unanimously (6-0) to table the Amendment and directed this Office to draft additional, proposed language to address this issue.

The concern is that the Interlocal and Amendment, as written, grant only those powers enumerated within the Interlocal and Amendment to the SWSGB. The Interlocal and Amendment fail to expressly include whether the SWSGB has authority to approve use

of system funds for legal costs when those costs are for claims or suits against another member.

As stated by the County in its June 23, 2010 letter to Mayor Brunz, the County has taken the position that the County Prosecutor does not represent the Board and that the Board does not function as a separate legal entity. The County advised in its letter that each member should seek the legal advice of its own in-house counsel or outside counsel regarding solid waste issues as it sees fit. Each member would of course be responsible for their own legal costs.

Given the County's position, Mount Vernon believes it inappropriate that the County, without permission from the SWSGB, should be entitled to expend solid waste system revenues in the event it seeks to use system revenues to obtain or pay for legal services that would be used against another member. It does not stand to reason that the County should be entitled to utilize system revenues (revenues in large part generated from the other members' long term commitment to utilize the county system for solid waste generated within their jurisdictions) to fund an action in law or equity which is damaging to the interest of another member. In light of recent litigation involving solid waste decisions among the members, Mount Vernon understands that this issue is far from being either remote or speculative. It is the understanding of Mount Vernon that the County has represented that such past litigation between the members did not involve the use of system funds. If so, Mount Vernon requests the County merely memorialize and commit to such past practice by agreeing to include in the Amendment the language enclosed herein.

The Interlocal is designed to create an efficient countywide solid waste disposal system in order to maintain low tipping rates. All members share in this common interest. The underlying mechanism achieving this stated goal is that each member agrees to a collective long term commitment of their solid waste streams to the county solid waste system. This creates necessary stability in market demand for the County. In return, the members must have meaningful input over major solid waste decisions including how system revenues are spent. Using system funds to advance one member's legal position over another member, without SWSGB approval, runs contrary to that principle.

Mount Vernon recognizes that it is foreseeable that this common interest may include a need to enforce the terms of the Interlocal against a member to see that these obligations are carried out. However in the event there becomes a need to use system funds to enforce the terms and obligations of the Interlocal Agreement against a particular member or members for failure to perform or breach, it is entirely reasonable that this should be the SWSGB's decision. Allowing Skagit County unchecked and unilateral authority to use system revenues to fund and wage legal battles against other members creates an advantage over the other members, placing the County on unequal footing.

Attached, subject to Mount Vernon City Council approval, is a simple addition to the Amendment. Mount Vernon respectfully requests the members consider including this language in the Amendment. Mount Vernon realizes that it is in the best interest of the

parties to resolve any outstanding issues as soon as possible. However, it also must be recognized that such agreements are long lasting. As we have seen in the previous Solid Waste Interlocal Agreement prior to the current agreement allowing for the formation of SWSGB, such agreements can also have future profound adverse impacts if not carefully considered.

In the interest of time I have included the proposed language prior to Mount Vernon City Council approval to provide the earliest opportunity for your consideration. This additional language would be included as an additional 'Significant Solid Waste Decision' within the scope of the SWSGB's purview and decision making authority as set forth in Section 13.1 requiring a 60% majority vote prior to decision.

Thank you all for taking the time to consider this additional language and addressing this remaining concern. Should you have any questions regarding the attached information, please feel free to contact me.

Sincerely,



Kevin Rogerson
City Attorney

cc: Mount Vernon City Council
Mayor
City Solid Waste Division
Skagit County Commissioners
City of Anacortes
City of Sedro Woolley
City of Burlington
Town of LaConner
Town of Concrete
Town of Hamilton
Town of Lyman

After Recording Return to:

Skagit County
Public Works Department
Attn: Kevin Renz,
Solid Waste Division Manager
1800 Continental Place
Mount Vernon, WA 98273

DRAFT

**AMENDMENT TO
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SKAGIT COUNTY AND
CITIES AND TOWNS IN SKAGIT COUNTY FOR SOLID WASTE MANAGEMENT
(SKAGIT COUNTY CONTRACT No. 20080306)**

THIS AMENDMENT (herein "Amendment") to that certain interlocal cooperative agreement (herein the "Agreement" [defined herein below]) is made and entered into by and between the CITY OF MOUNT VERNON, a Washington Municipal Corporation; the CITY OF ANACORTES, a Washington Municipal Corporation; the CITY OF BURLINGTON, a Washington Municipal Corporation; the CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation; the TOWN OF LA CONNER, a Washington Municipal Corporation; the TOWN OF CONCRETE, a Washington Municipal Corporation; the TOWN OF LYMAN, a Washington Municipal Corporation; and the TOWN OF HAMILTON, a Washington Municipal Corporation (hereinafter collectively referred to as the "Municipalities"), and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39 34 RCW, INTERLOCAL COOPERATION ACT. The Municipalities and the County may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties."

WHEREAS, the parties have entered into an interlocal cooperative agreement (herein the "Agreement") dated April 30, 2008 (Skagit County Contract #: C20080306) establishing the Solid Waste System Governance Board ("SWSGB"), and for purposes of solid waste management pursuant to the terms therein; and

WHEREAS, the SWSGB has authorized the construction of the new Skagit County Transfer and Recycling Station; and

WHEREAS, the construction of the new Skagit County Transfer and Recycling Station will require bond funding; and

WHEREAS, in order to facilitate bond funding for the new Skagit County Transfer and Recycling Station, the parties mutually desire to modify the terms of the Agreement pursuant to the terms of this Amendment herein.

NOW THEREFORE, in consideration of the forgoing, and following terms and conditions, the parties mutually agree as follows:

A. TERMS OF AMENDMENT The terms of the Agreement are amended as follows.

A.1. The following terms shall be included within Section 10 of the Agreement (DURATION; TERM OF AGREEMENT), and are amended, revised, modified, and/or supplemented to read as follows:

10.1 Subject to the terms of Section 10.2, the Parties agree to be bound by this Agreement until December 31, 2030, or until such time as the bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station have been fully satisfied and retired (whichever is sooner), or unless this Agreement is subsequently modified in accordance with the terms of this Agreement. This Agreement shall not sunset or expire, but shall continue in full force and effect. Individual Parties to this Agreement may, after December 31, 2030, or at such time as the bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station have been fully satisfied and retired (whichever is sooner), withdraw from this Agreement by giving sixty (60) days' notice to all other Parties to this Agreement.

10.2 Any Party to this Agreement may withdraw from this Agreement prior to the term of this Agreement as specified in Section 10.1, upon the full and complete satisfaction of all of the following conditions, and upon the following terms. (a) The Party proposing early withdrawal from this Agreement must provide all other Parties with at least ninety (90) days written notice of intent to withdraw from this Agreement in accordance with the terms of this Section 10.2; and (b.) The bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station must be eligible (according to the terms and conditions of the bonding obligations) for early payment (by the Party requesting withdrawal from this Agreement) at the time the request for early payment is made, and any such early payment must be expressly made in full accordance and compliance with the terms, restrictions, and conditions of said bonding obligations (as determined by the County); (c.) Any Party proposing early withdrawal from this Agreement must pay and satisfy in full its proportionate pro-rata share of the remaining bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station (including, but not limited to, principal and all past and future interest, and any fees, penalties, expenses, and/or charges arising from and/or related to the early payment in any way). The calculation of any Party's individual proportionate pro-rata share of the remaining bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station shall be made and provided only by the County, and shall be based upon the projected tonnage to be delivered to the System as per the respective Parties' waste deliveries for the preceding five (5) years and shall be adjusted for future inflation and for projected population growth; and (d.) The SWSGB must approve any Party's request for early withdrawal from this Agreement by a simple majority vote; and (e.) Any Party who withdraws from this Agreement shall only be relieved of its future obligations for such Party's pro-rata

share of the remaining bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station, and such withdrawal from this Agreement does not relieve any Party of such Party's obligation for other System Costs or liabilities.

A.2. Section 4. of the Agreement (COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN) is hereby amended, revised, modified, and/or supplemented to read as follows:

4. COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN. For the duration of their participation in this Agreement, each Party shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to Chapter 70.95 RCW. For the duration of their participation in this Agreement, each Party authorizes the County to include in the Comprehensive Solid Waste Management Plan (CSWMP) provisions for the management of solid waste generated in each Party's jurisdiction. Parties executing this Agreement hereby agree to respectively adopt any CSWMP updates properly adopted by the SWSGB within 30 days of approval by the Department of Ecology. No party may veto, reject, or fail to adopt and CSWMP Amendments or Revisions as recommended by the SWSGB pursuant to this agreement. Until such time as the CSWMP is updated by the SWSGB consistent with this Agreement, the Parties understand and agree that this Agreement shall control with respect to any inconsistency between the CSWMP and this Agreement. The parties to this Agreement further understand and agree that the County shall promptly amend the CSWMP after execution of this Agreement solely as necessary to incorporate and reflect the terms of this Agreement in the CSWMP, which amendment shall be applicable to and deemed adopted by all Parties to this Agreement by virtue of their execution of this Agreement. The County shall take steps to explore the potential implementation of mandatory curbside solid waste collection in all unincorporated areas of Skagit County, and also to explore the possible revision of County solid waste regulations (as per the Skagit County Code) to expressly include more detailed flow control terms.

A.3. Section 13.1.1 of the Agreement is hereby amended, revised, modified, and/or supplemented to read as follows:

13.1.1 Major capital improvements to the System and the issuance of major system debt. "Major capital improvements" shall be defined as any capital expenditures in excess of Fifty Thousand Dollars (\$50,000) which modify the method or model of operation of the System. "Major system debt" shall mean debt securities, including bonds, debentures, or promissory notes in excess of Fifty Thousand Dollars (\$50,000) issued to fund capital improvements or operations, and repaid by System revenues or other System financial resources.

B All other terms and conditions of the Agreement shall remain unchanged, unmodified, and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2010

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

Sharon D. Dillon, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

Recommended:

By: _____
Department Head

By: _____
Budget & Finance Director

Approved as to Indemnification:

By: _____
Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

Attest:

Clerk of the Board

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Sharon Dillon, Ron Wesen, and/or Kenneth A. Dahlstedt is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this ____ day of _____, 2010

(SEAL)

Notary Public
print name: _____
Residing at _____
My commission expires _____

TOWN OF LA CONNER:

DON WRIGHT, Mayor Pro Tem
(Date _____)

Mailing Address:
Town of La Conner
P.O. Box 400
La Conner WA 98257

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Don Wright is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor Pro Tem of the Town of La Conner, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____ 2010.

(SEAL)

Notary Public
print name. _____
Residing at _____
My commission expires _____

Proposed Language to be Added to Amendment To Interlocal Cooperative Agreement Between Skagit County and Cities and Towns in Skagit County for Solid Waste Management (Skagit County Contract No. 20080306)

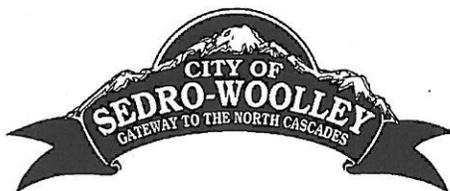
A.4 A Section 13.1.7 of the Agreement is hereby added and/or supplemented to read as follows:

13.1.7 Use of system revenues to pay or fund any legal costs for claims or suits in law or equity against a party to this Agreement unless that party has withdrawn from this Agreement as specified in Section 10.1 and Section 10.2.

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 25 2010



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

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: Fire Station 2 Update
DATE: August 25, 2010

PROJECT STATUS: Framing is nearly complete with dry in planned for next week. All rooms are now identifiable with framed walls, window openings and doorway openings. Door frames are on-site and both electrical and plumbing rough in is scheduled to begin next week. Site work will continue next week with some additional filling and grading. The project remains on or ahead of schedule and is progressing well.

ISSUES: None that require Council action at this time.

PENDING ISSUES:

1. Design team oversights – no new update available at this time other than our Change Order 1 was apparently the biggest news in Skagit County last Friday with a front page, above the fold headline in the Mount Vernon Herald. While I am not happy with the error and resulting cost, I think it is important to note that a change of this size in a \$1.8M project is fairly typical.

CHANGE ORDER PROPOSALS:

No.	Description	Amount	Approval
1	Over excavation due to site conditions	withdrawn	n/a
2	Add waterline components missing from plans	\$26,207.00	Council 7-14
3	Bore utilities under SR 9 (design team error)	\$40,336.00	Council 7-14
4	Missed switches from electrical plan	\$ 526.00	pending
5	Added cost to pour plinth missing from plans	pending	pending

6	Keypad door openers (design team missed)	pending	pending
7	Central exhaust system design conflicts	pending	pending
8	Gas line addition to address flow for generator	pending	pending
9	Add 3/4" conduit to roof for radio	pending	n/a

CONTRACT CHANGE ORDERS:

No.	Description	Amount	Approval
1	CP-02r.3 & CP-03r.1	\$66,543.00	Council 7-28
	The original contract sum is:	\$1,348,300.00	
	CO#1 is:	\$ 66,543.00	
	The new contract total is:	\$1,414,843.00	

REQUEST FOR ACTION: None tonight.