

Next Ord: 1696-11
Next Res: 839-11

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

January 26, 2011

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 #71187 to # 71256 in the amount of \$170,951.49.
 - Claim Checks #71186 and #71257 to #71327 in the amount of \$67,801.84.
 - Payroll Checks #49567 to #49668 in the amount of \$174,985.65.
 - c. Interlocal Agreement with Skagit County for reimbursement of the City for work performed by City forces for the County
 - d. Agreement for medical services with Skagit Public Hospital District No. 1
4. Public Comment (Limited to 3-5 minutes)

NEW BUSINESS

5. Proposed modification to Municipal Code to regulate new alcohol serving establishments (bars) in the Central Business District (*1st reading*)
6. Proposed modification to Municipal Code regarding the keeping of chickens, ducks, bees and small non-hoofed animals (*1st reading*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

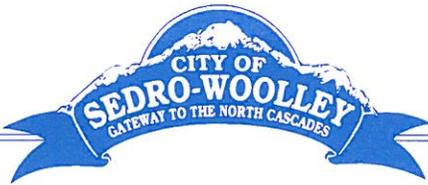
7. Fire Station 2 Update

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

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 26 2011

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



DATE: January 26, 2011
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 January 26, 2011 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 Keith Wagoner
___ 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.

JAN 26 2011

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
January 12, 2011 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tom Storrs. Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström (late). Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiberger, Planner Moore, Fire Chief Klinger and Police Lt. Tucker.

The Meeting was called to order at 7:03 P.M.

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting (including Worksession Minutes of 1/4/11)
- Finance
 - Claim Checks #71048 to #71164 in the amount of \$232,374.59 (Voided Check #71079)
 - Claim Checks #71165 to #71185 in the amount of \$29,234.94
 - Payroll Checks #49462 to #49566 in the amount of \$253,990.01
- Professional Service Agreement No. 2011-PS-01 for On-Call Environmental Services – Widener & Associates
- Amendment 1 – Professional Services Agreement No. 2010-PS-06 for Design Phase Services for the SR20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvements Project – Reichhardt & Ebe Engineering, Inc.

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

Public Comment

No public comment received.

Special Recognition – Resolution #837-11

Mayor Anderson reviewed Resolution #837-11 Honoring Councilmember Ted Meamber for a decade of service on behalf of the City of Sedro-Woolley on the Community Action Agency Board. Mayor Anderson also noted his work with the Helping Hands Food Bank as well as his work with local veterans.

A round of applause was given for Councilmember Meamber.

Karen Parnell of Skagit County Community Action saluted Councilmember Meamber for his work on the Community Action Agency Board.

Councilmember Storrs moved to approve Resolution No. 837-11 A Resolution Recognizing and Honoring Councilman Ted Meamber for a Decade of Service on Behalf of the City of Sedro-Woolley on the Community Action Agency Board. Seconded by Councilmember Lemley. Motion carried (5-0).

Councilmember Meamber thanked the crowd.

Councilmember Storrs recognized members of Boy Scout Troop #4079 sponsored by the LDS Church in the audience. The Troop members are working on their Community Service merit badge and were in attendance with their Scout Master Larry Smallwood.

Planner Moore reported on a recently vacated Planning Commission seat as well as two terms that have come to an end. Moore requested Council confirm the Mayor's appointment of Eric Johnson for the vacated position and the reappointment of Rick Judd and Stephanie Lokkebo.

Councilmember Lemley moved to confirm the Mayor's appointments of Eric Johnson and the reappointment of Rick Judd and Stephanie Lokkebo to the Planning Commission. Seconded by Councilmember Galbraith. Motion carried (5-0).

Mayor Anderson requested confirmation of the reappointment of K.B. Johnson to the Housing Authority.

Councilmember Lemley moved to reappoint K.B. Johnson to the Housing Authority. Seconded by Councilmember Storrs. Motion carried (5-0).

Sedro-Woolley School District Bond Presentation

Mayor Anderson introduced Mark Venn, Superintendent of Sedro-Woolley School District along with Jim Kallio, Board President and David Carroll, School Board member and Campaign co-chair. They presented information on the upcoming bond for renovations to Cascade Middle School.

Councilmember Sandström arrived at 7:22 P.M.

UNFINISHED BUSINESS

Resolution – Final Plat Approval – Plat of Eden's Acres

Planner Moore reviewed the plat of Eden's Acres located on Garden of Eden Road. He noted Council granted preliminary approval on January 14, 2009. It was recommended Council grant final approval.

Councilmember Storrs moved to approve Resolution No. 838-11 granting final plat approval to the Plat of Eden's Acres. Seconded by Councilmember Lemley. Motion carried (6-0).

TB Fuel Tax Grant Distribution Agreement No. 8-2-126(008)-1 SR20/Moore Street, Metcalf Street to SR9/Township Street Lane Widening & Bicycle/Pedestrian Improvements Project.

Engineer Freiberger reviewed the Fuel Tax Grant Distribution Agreement with the Transportation Improvement Board. He noted the agreement formalizes the grant for the SR20, Metcalf to Township Widening Project which will provide \$1,331,071 towards the project. Staff recommends Council approval.

City Supervisor/Attorney Berg stated for the record the Mayor signed the agreement in December so Council would be ratifying the Mayors signature.

Councilmember Galbraith moved to authorize Mayor Anderson to execute the Fuel Tax Grant Distribution Agreement 8-2-126(008)-1 with the Transportation Improvement Board in the amount of \$1,331,071. Seconded by Councilmember Storrs. Motion carried (6-0).

NEW BUSINESS

Ordinance –Proposed Modification to Zoning Code Regarding Duplexes in the Residential-7 Zone

Planner Moore reviewed the proposed ordinance for modification to the zoning code regarding duplexes in the Residential 7 (R-7) zone. He noted the proposed ordinance was a result in concerns expressed that the current zoning allows for entire neighborhoods to be made up of duplexes. The Planning Commission held an open record public hearing on October 19, 2010 to gather public testimony on the subject. The Planning Commission recommends approval of the proposed ordinance. The ordinance would require two single-family lots between any two duplexes.

Council discussion ensued regarding Planning Commission review, lot requirements, no effect on vested applications, traffic concerns and other cities codes.

Dave McLaughlin – encouraged language to apply to new development only. He noted if developing a new lot the code could be incorporated into the plan.

Council discussion continued to include intention of the Planning Commission,

Councilmember Storrs moved to approve Ordinance 1695-11 An Ordinance Modifying SWMC 17.12.010, Amending the Requirements Concerning the Location of Duplexes in the Residential – 7 Zone. Councilmember Sandström seconded. Motion carried (6-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Fire Station 2 Update

Fire Chief Klinger – updated Council on the progress of Fire Station 2. He reported that there are a few outstanding punch list items left to be completed. Currently there are residents in the quarters and the trucks will be moved to the station next Wednesday and will begin responding from the station at that time. February 23rd will be the open house from 5-7 P.M.

Fire Chief Klinger also reported the success of another grant for Mobile Data Terminals (MDT's) in conjunction with the City of Mount Vernon, The grant will allow the Spillman system to be upgraded to work with the Fire Departments.

Lt. Tucker -- reported the new patrol car will be arriving any day. Equipment has been salvaged from the wrecked car to be placed into the next new vehicle which City Supervisor/Attorney Berg has been working on.

Engineer Freiberger – reported on an upcoming public meeting to be held on February 1st for the SR20, Metcalf to Township Widening project. He noted that property owners will be invited in order to gather information and make comments. He also reviewed two options being considered and requested preliminary Council preference on the options.

Discussion ensued to include future amenities such as waste receptacles, benches and plantings and the concern of the trestle interfering with a bike lane. Council consensus was for Option B.

Engineer Freiberger also noted potential issues with several lots on property access if developed that he will be working with the Planning Department on.

He also reported on the SR9 Bicycle/Pedestrian Safety Project. Stating the City failed to get the Safe Routes to School grant which leaves the project underfunded. This creates a problem with the TIB grant in the fact that we can't move forward. In discussions with TIB they recommend the City decline the agreement. Freiberger noted the project did rank well and believes, should funding be available, it would be a good project to bring forward again next year.

Engineer Freiberger informed Council on the status of sewer connections along the Fruitdale/McGargile project and Jones Road annexation. He reported that out of 24 potential hook ups the City has had 8 connections paid in full, 4 are taking advantage of the payment plan, 2 are still pending and 6 waivers have been granted. He stated he believes it to be very successful.

Councilmember Sandström – expressed concern to Engineer Freiberger regarding the 2011 Railroad Crossing Removal project. He noted he has received comment and

concern on removing crossings on dead end streets such as Haines. With the current arterial system it is not wanted and is perceived to be a waste of money. Also if it becomes a rail to trails or park land the uninterrupted stretch would be more of an asset. Sandström requested that consideration be given to not lower the grades at the dead end streets.

Freiberger noted they can certainly take a look at it but it will not be happening this year anyway.

Finance Director Nelson – requested the finance committee to meet quickly, directly after the meeting.

Councilmember Lemley – stated he is looking forward to working with Councilmember Wagoner and wished everyone a great new year.

Councilmember Sandström – congratulated Councilmember Meamber and apologized for not arriving in time for the presentation. He also requested to revisit the Ordinance regarding quasi public spaces in retail zones. He noted he thought the ordinance applied to the total Central Business District (CBD) but after further look it only applies to Metcalf Street. He would like to revisit to consider the total CBD.

Planner Moore reviewed the boundaries of the Ordinance.

Council directed Planner Moore to take the topic back to the Planning Commission for reconsideration and further discussion. Also to be included are some direction for a more focused quasi-public use locations.

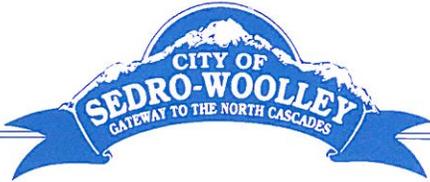
Councilmember Sandström noted it was the end of his first year on the Council and he thanked the Councilmember's for their patience and encouragement during the year. He also thanked City Supervisor/Attorney Berg for his mentoring on how to be a City Councilmember.

Councilmember Lemley moved to adjourn. Seconded by all. Motion carried.

The meeting adjourned at 8:35 P.M.

JAN 26 2011

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



DATE: January 26, 2011
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 January 26, 2010.

Motion to approve Claim Checks #71187 to #71256 in the amount of \$170,951.49 , Claim Check #71186 and Claim Checks #71257 to #71327 in the amount of \$67,801.84.

Motion to approve Payroll Checks #49567 to #49668 in the amount of \$174,985.65.

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

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/31/2010 (Printed 01/20/2011 15:30)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71187	ALLELUJAH BUSINESS SYSTEMS	PROFESSIONAL SERVICES	SWR	43.82
		WARRANT TOTAL		43.82
71188	ALLIED WASTE SERVICES #197	RECYCLING FEE - HOUSEHOLD	SAN	48.71
		WARRANT TOTAL		48.71
71189	ARAMARK UNIFORM SERVICES	LAUNDRY	SWR	32.75
		WARRANT TOTAL		32.75
71190	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	1,547.66
		AUTO FUEL/DIESEL	FD	466.59
		TRAINING FACILITIES	FD	110.04
		AUTO FUEL/DIESEL	PK	81.07
		AUTO FUEL/DIESEL	ST	75.03
		AUTO FUEL/DIESEL	SWR	44.32
		WARRANT TOTAL		2,324.71
71191	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP	PK	89.91
		WARRANT TOTAL		89.91
71192	BAY CITY SUPPLY	OPERATING SUPPLIES	SWR	101.66
		WARRANT TOTAL		101.66
71193	BEITLER, HAROLD	RETIRED MEDICAL	PD	1,296.00
		WARRANT TOTAL		1,296.00
71194	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	126.97
		WARRANT TOTAL		126.97
71195	BOULDER PARK, INC	SOLIDS HANDLING	SWR	7,329.00
		WARRANT TOTAL		7,329.00
71196	BRIM TRACTOR COMPANY INC	MAINTENANCE OF VEHICLES	SWR	7,826.67
		WARRANT TOTAL		7,826.67
71197	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	17.96
		WARRANT TOTAL		17.96
71198	D.K. SYSTEMS INC.	REPAIR/MAINT-CITY HALL	PK	285.38
		WARRANT TOTAL		285.38
71199	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	247.00
		PROFESSIONAL SERVICES	SWR	247.00
		WARRANT TOTAL		494.00
71200	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	166.07
		WARRANT TOTAL		166.07
71201	GALL'S, AN ARAMARK CO.	VEHICLES	PD	278.05
		WARRANT TOTAL		278.05
71202	GEOTEST SERVICES, INC.	CONSTRUCTION	F-C	1,562.50

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,562.50
71203	GUARDIAN NW TITLE & ESCROW	MISC-FILING FEES/LIEN EXP	SWR	127.00
		WARRANT TOTAL		127.00
71204	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	126.00
		REPAIRS/MT-COMMUNITY CTR	PK	162.00
		REPAIR/MT-SENIOR CENTER	PK	147.00
		REPAIR/MAINT-CITY HALL	PK	168.00
		OPERATING SUPPLIES	SWR	126.00
		WARRANT TOTAL		729.00
71205	H.B. JAEGER CO. LLC	MAINT OF GENERAL EQUIP	SWR	5,685.64
		WARRANT TOTAL		5,685.64
71206	HEDEEN & CADITZ, PLLC	CONSTRUCTION- METCALF LINE	PWT	134.16
		WARRANT TOTAL		134.16
71207	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	589.00
		WARRANT TOTAL		589.00
71208	INTERMOUNTAIN TRUCK	SOLID WASTE DISPOSAL	SAN	22.72
		WARRANT TOTAL		22.72
71209	JOHN, RONALD	RETIRED MEDICAL	PD	85.00
		WARRANT TOTAL		85.00
71210	LABCORP	PROFESSIONAL SERVICES	ENG	57.75
		PROFESSIONAL SERVICES	SWR	57.75
		WARRANT TOTAL		115.50
71211	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	FD	83.81
		WARRANT TOTAL		83.81
71212	MCLOUGHLIN & EARDLEY CORP	VEHICLES	PD	3,332.49
		WARRANT TOTAL		3,332.49
71213	MEYER SIGN & ADVERTISING	CONSTRUCTION	F-C	698.25
		WARRANT TOTAL		698.25
71214	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	FD	592.63
		REPAIRS/MAINT-EQUIP	FD	21.64
		WARRANT TOTAL		570.99
71215	MUNICIPAL EMERGENCY SVC	UNIFORMS	FD	1,505.00
		FIRE TRUCK	FD	950.00
		WARRANT TOTAL		2,455.00
71216	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	114.25
		VEHICLES	PD	25,237.43
		WARRANT TOTAL		25,351.68

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71217	NORTHWEST ORTHOPAEDIC SURGEONS PS	RETIRED MEDICAL	PD	11.91
		WARRANT TOTAL		11.91
71218	OASYS	OPERATING RENTALS/LEASES	FIN	470.44
		SUPPLIES/BOOKS	PLN	85.34
		SUPPLIES	ENG	85.34
		OFF/OPER SUPPS & BOOKS	INSP	85.34
		WARRANT TOTAL		726.46
71219	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	1,586.55
		WARRANT TOTAL		1,586.55
71220	PROTECH AUTOMOTIVE	REPAIR & MAINT - AUTO	PD	432.14
		WARRANT TOTAL		432.14
71221	REICHHARDT & EBE ENG, INC	ENG-SR20 WIDE METCALF-TOWN ART		2,547.85
		WARRANT TOTAL		2,547.85
71222	RICK'S REFRIGERATION INC.	SOLID WASTE DISPOSAL	SAN	116.86
		WARRANT TOTAL		116.86
71223	RIGHT WAY PLUMBING	REPAIRS/MAINT-BUILDING	SAN	379.04
		WARRANT TOTAL		379.04
71224	SANDERSON SAFETY SUPPLY	PORTABLE EQUIPMENT	SWR	1,459.42
		WARRANT TOTAL		1,459.42
71225	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	184.82
		WARRANT TOTAL		184.82
71226	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	SWR	60.59
		WARRANT TOTAL		60.59
71227	SEDRO-WOOLLEY CHAMBER OF	CHAMBER OF COMMERCE	HOT	1,264.82
		WARRANT TOTAL		1,264.82
71228	SEDRO-WOOLLEY MUSEUM	S-W MUSEUM	HOT	308.39
		WARRANT TOTAL		308.39
71229	SEDRO-WOOLLEY POSTMASTER	POSTAGE	FIN	185.00
		WARRANT TOTAL		185.00
71230	SEDRO-WOOLLEY VETERINARY CARE	VETERINARY SERVICES	PD	136.78
		WARRANT TOTAL		136.78
71231	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL IMPACT FEES		2,649.00
		WARRANT TOTAL		2,649.00
71232	SETINA MFG. CO., INC.	VEHICLES	PD	830.77
		WARRANT TOTAL		830.77
71233	SHAKESPEARE NORTHWEST	SHAKESPEARE NORTHWEST	HOT	800.00

CITY OF SEDRO-WOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		800.00
71234	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	2,500.00
		WARRANT TOTAL		2,500.00
71235	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	43,613.92
		WARRANT TOTAL		43,613.92
71236	SKAGIT CO. PUBLIC WORKS	OPERATING SUPPLIES	ST	729.01
		WARRANT TOTAL		729.01
71237	SKAGIT COUNTY SHERIFF	PRISONERS	PD	934.20
		PRISONERS	PD	9,906.98
		WARRANT TOTAL		10,841.18
71238	SKAGIT COUNTY SHERIFF OFF	PRISONER TRANSPORT	PD	367.36
		WARRANT TOTAL		367.36
71239	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	182.35
		WARRANT TOTAL		182.35
71240	SPARKLE SHOP LAUNDRIES	SUPPLIES	EXE	8.66
		UNIFORM CLEANING	PD	86.45
		UNIFORM CLEANING	PD	27.05
		WARRANT TOTAL		122.16
71241	STENSRUD CONSTRUCTION SVC, LLC	REPAIR/MAINTENANCE-LAND	CEM	876.42
		WARRANT TOTAL		876.42
71242	SUMMIT LAW GROUP	PROFESSIONAL SERVICES	LGL	73.50
		WARRANT TOTAL		73.50
71243	SWISSPHONE LLC	REPAIRS/MAINT-EQUIP	FD	108.95
		WARRANT TOTAL		108.95
71244	TAYLOR, PAUL	RETIRED MEDICAL	PD	550.00
		WARRANT TOTAL		550.00
71245	TIERNEY, MICHAEL B. P.S.	PROFESSIONAL SERVICES	SWR	10,391.60
		WARRANT TOTAL		10,391.60
71246	TRUE VALUE	OPERATING SUPPLIES	SWR	33.08
		WARRANT TOTAL		33.08
71247	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	39.15
		WARRANT TOTAL		39.15
71248	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	JUD	7.13
		INDUSTRIAL INSURANCE	PD	54.44
		INDUSTRIAL INSURANCE	PD	65.89
		INDUSTRIAL INSURANCE	PK	1.85
		WARRANT TOTAL		129.31

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71249	WA STATE DEPT OF REVENUE	OFFICE/OPERATING SUPPLIES	PD	18.81
		REPAIRS/MAINT-EQUIP	FD	3.96
		FIRE TRUCK	FD	27.07
		TAXES AND ASSESSMENTS	PK	30.60
		TAXES AND ASSESSMENTS	CEM	319.84
		OPERATING SUPPLIES	ST	90.13
		TAXES AND ASSESSMENTS	LIB	8.65
		BOOKS, PERIOD, RECORDS	LIB	6.47
		TAXES AND ASSESSMENTS	SWR	5,238.95
		TAXES & ASSESSMENTS	SAN	5,464.63
		WARRANT TOTAL		11,209.11
71250	WA ST DEPT OF TRANS	CONST-FRUITDALE MCGARIGLE	AST	59.79
		WARRANT TOTAL		59.79
71251	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	19.25
		WARRANT TOTAL		19.25
71252	WAPATO POLICE DEPARTMENT	PRISONERS	PD	1,100.00
		WARRANT TOTAL		1,100.00
71253	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	11,805.33
		WARRANT TOTAL		11,805.33
71254	WEST PAYMENT CTR	WESTLAW SERVICES	LGL	223.44
		WARRANT TOTAL		223.44
71255	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES	ST	38.90
		MAINTENANCE OF LINES	SWR	24.83
		WARRANT TOTAL		63.73
71256	CLEAR COMMUNICATIONS	DUMPSTER DEPOSIT		228.05
		WARRANT TOTAL		228.05
		RUN TOTAL		170,951.49

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	56,635.85
101	PARK FUND	965.81
102	CEMETERY FUND	1,196.26
103	STREET FUND	933.07
104	ARTERIAL STREET FUND	2,607.64
105	LIBRARY FUND	15.12
108	STADIUM FUND	2,373.21
330	1996 FIRE STATION CONST FUND	2,260.75
332	PWTF SEWER CONSTRUCTION FUND	134.16
401	SEWER FUND	39,301.05
412	SOLID WASTE FUND	61,879.57
621	SUSPENSE FUND	2,649.00
TOTAL		170,951.49

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
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DEPARTMENT	AMOUNT
001 000 012	2,507.13
001 000 013	8.66
001 000 014	655.44
001 000 015	296.94
001 000 019	85.34
001 000 020	143.09
001 000 021	48,861.43
001 000 022	3,992.48
001 000 024	85.34
FUND CURRENT EXPENSE FUND	56,635.85
101 000 076	965.81
FUND PARK FUND	965.81
102 000 036	1,196.26
FUND CEMETERY FUND	1,196.26
103 000 042	933.07
FUND STREET FUND	933.07
104 000 042	2,607.64
FUND ARTERIAL STREET FUND	2,607.64
105 000 072	15.12
FUND LIBRARY FUND	15.12
108 000 019	2,373.21
FUND STADIUM FUND	2,373.21
330 000 082	2,260.75
FUND 1996 FIRE STATION CONST FUND	2,260.75
332 000 082	134.16
FUND P WTF SEWER CONSTRUCTION FUND	134.16
401 000 035	39,301.05
FUND SEWER FUND	39,301.05
412 000 000	228.05
412 000 037	61,651.52
FUND SOLID WASTE FUND	61,879.57
621 000 000	2,649.00
FUND SUSPENSE FUND	2,649.00
TOTAL	170,951.49

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71186	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	1,426.00
		MISC-FILING FEES/LIEN EXP	SAN	1,365.00
		WARRANT TOTAL		2,791.00
71257	AFRS	PROFESSIONAL SERVICES	FD	900.00
		WARRANT TOTAL		900.00
71258	ALL-PHASE ELECTRIC	OPERATING SUPPLIES	FD	38.32
		WARRANT TOTAL		38.32
71259	ALLEN, DEBRA	MEALS/TRAVEL	SWR	10.38
		WARRANT TOTAL		10.38
71260	A.T.V. ACCESSORIES	OPERATING SUP - MEMORIAL PARK		432.80
		REPAIRS/MT-PARKS SHOP	PK	32.46
		WARRANT TOTAL		465.26
71261	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	19.19
		MISC-LAUNDRY	ST	17.20
		MISC-LAUNDRY	ST	19.19
		LAUNDRY	SWR	17.96
		LAUNDRY	SWR	32.75
		WARRANT TOTAL		106.29
71262	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	8,768.55
		WARRANT TOTAL		8,768.55
71263	AT & T	TELEPHONE	JUD	2.11
		TELEPHONE	EXE	1.06
		TELEPHONE	FIN	11.62
		TELEPHONE	LGL	8.46
		TELEPHONE	IT	1.06
		TELEPHONE	PLN	6.34
		TELEPHONE	ENG	11.62
		TELEPHONE	PD	32.76
		TELEPHONE	FD	14.80
		TELEPHONE	INSP	2.11
		TELEPHONE	LIB	2.11
		TELEPHONE	SWR	11.62
		WARRANT TOTAL		105.67
71264	BANK OF AMERICA	DUES/SUBSCRIPTIONS	ENG	240.00
		WARRANT TOTAL		240.00
71265	BANK OF AMERICA	OPERATING SUPPLIES	SAN	4.84
		WARRANT TOTAL		4.84
71266	BANK OF AMERICA	SUPPLIES	LIB	74.06
		EARLY LITERACY	LIB	65.35
		EARLY LITERACY	LIB	157.73
		EARLY LITERACY	LIB	101.87
		EARLY LITERACY	LIB	55.93

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		EARLY LITERACY	LIB	47.55
		WARRANT TOTAL		502.49
71267	BANK OF AMERICA	SMALL TOOLS & MINOR EQUIP	FD	233.95
		WARRANT TOTAL		233.95
71268	BANK OF AMERICA	SMALL TOOLS/MINOR EQUIP	IT	285.07
		NETWORK HARDWARE	IT	204.98
		MACHINERY & EQUIPMENT	F-C	1,012.70
		WARRANT TOTAL		1,502.75
71269	BAY CITY SUPPLY	OPERATING SUPPLIES	FD	281.97
		OPERATING SUPPLIES	FD	182.86
		OPERATING SUP - CITY HALL	PK	683.43
		WARRANT TOTAL		1,148.26
71270	BIO-ENVIRONMENTAL SOLUTIONS	MAINTENANCE OF LINES	SWR	1,866.45
		WARRANT TOTAL		1,866.45
71271	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
71272	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	85.84
		PUBLIC UTILITIES	FD	38.37
		UTILITIES-COMMUNITY CTR	PK	196.26
		UTILITIES-SENIOR CENTER	PK	409.27
		UTILITIES-HAMMER SQUARE	PK	154.23
		UTILITIES - SHOP	PK	232.46
		UTILITIES - SHOP	PK	61.41
		PUBLIC UTILITIES-CITY HALL	PK	4,322.39
		PUBLIC UTILITIES	ST	129.81
		PUBLIC UTILITIES	ST	99.62
		PUBLIC UTILITIES	LIB	336.96
		PUBLIC UTILITIES	SWR	137.32
		PUBLIC UTILITIES	SAN	412.20
		WARRANT TOTAL		6,616.14
71273	CRYSTAL SPRINGS	SUPPLIES/BOOKS	PLN	6.08
		SUPPLIES	ENG	6.09
		OPERATING SUPPLIES	FD	48.92
		OFF/OPER SUPPS & BOOKS	INSP	6.08
		OPERATING SUP - PARKS SHOP	PK	2.97
		OPERATING SUPPLIES	CEM	17.52
		OPERATING SUPPLIES	ST	25.15
		OPERATING SUPPLIES	SWR	50.18
		WARRANT TOTAL		162.99
71274	DC'S PRINTING & AWARDS	SUPPLIES/BOOKS	PLN	10.82
		CLOTHING	PK	73.52
		WARRANT TOTAL		84.34
71275	DEZURIK, INC.	MAINT OF GENERAL EQUIP	SWR	24.82

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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	24.82
71276	E & E LUMBER	OPERATING SUPPLIES FD	16.23-
		OPERATING SUPPLIES FD	9.20
		OPERATING SUPPLIES FD	4.86
		OPERATING SUPPLIES FD	52.91
		SMALL TOOLS & MINOR EQUIP FD	218.93
		SMALL TOOLS & MINOR EQUIP FD	14.22
		OPERATING SUP - RIVERFRONT PK	52.88
		OPERATING SUP - RIVERFRONT PK	7.70
		OPERATING SUP - RIVERFRONT PK	6.48
		OPERATING SUP - RIVERFRONT PK	88.82
		OPERATING SUP - RIVERFRONT PK	6.60
		OPERATING SUP - CITY HALL PK	86.73
		OPERATING SUP - CITY HALL PK	.85-
		OPERATING SUP - CITY HALL PK	6.48
		OPERATING SUP - CITY HALL PK	80.05
		OPERATING SUP - MEMORIAL PARK	12.95
		OPERATING SUPPLIES ST	282.51
		OPERATING SUPPLIES ST	29.81
		OPERATING SUPPLIES ST	6.16
		OPERATING SUPPLIES SAN	17.30
		WARRANT TOTAL	967.51
71277	ENTERPRISE OFFICE SYSTEMS	SUPPLIES FIN	31.65
		OPERATING SUPPLIES ST	6.48
		WARRANT TOTAL	38.13
71278	FASTENAL COMPANY	OPERATING SUPPLIES ST	79.42
		WARRANT TOTAL	79.42
71279	FEI #3007	REPAIR/MAINT-CITY HALL PK	208.06
		WARRANT TOTAL	208.06
71280	FRONTIER	TELEPHONE JUD	75.24
		TELEPHONE EXE	112.86
		TELEPHONE FIN	112.86
		TELEPHONE LGL	50.16
		TELEPHONE IT	37.62
		TELEPHONE PLN	37.62
		TELEPHONE ENG	87.78
		TELEPHONE PD	375.75
		TELEPHONE PD	57.99
		TELEPHONE FD	137.94
		TELEPHONE INSP	37.62
		TELEPHONE PK	25.08
		PUBLIC UTILITIES-CITY HALL PK	115.97
		TELEPHONE ST	12.54
		TELEPHONE LIB	62.70
		TELEPHONE SWR	100.32
		TELEPHONE SAN	50.16
		TELEPHONE SAN	52.59

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,542.80
71281	GUARDIAN SECURITY	FIRE/THEFT PROTECTION	FD	112.00
		CONSTRUCTION	F-C	113.61
		WARRANT TOTAL		225.61
71282	HACH COMPANY	OPERATING SUPPLIES	SWR	45.87
		WARRANT TOTAL		45.87
71283	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	64.50
		UTILITIES-PORTABLE TOILETS	PK	64.50
		WARRANT TOTAL		129.00
71284	JOHNSON, TERRY	MAINTENANCE OF LINES	SWR	225.00
		OPERATING SUPPLIES	SWTR	225.00
		WARRANT TOTAL		450.00
71285	LEGEND DATA SYSTEMS INC.	OPERATING SUPPLIES	FD	47.93
		WARRANT TOTAL		47.93
71286	LIFE TEK, INC	SUPPLIES & BOOKS	FD	137.96
		WARRANT TOTAL		137.96
71287	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
71288	MOTOR TRUCKS, INC.	REPAIR/MAINTENANCE-EQUIP	ST	587.48
		WARRANT TOTAL		587.48
71289	MUNICIPAL EMERGENCY SVC	REPAIRS/MAINT-EQUIP	FD	129.00
		WARRANT TOTAL		129.00
71290	NAEYC	SUBSCRIPTIONS	LIB	216.75
		WARRANT TOTAL		216.75
71291	NEWMAN SIGNS INC	CONSTRUCTION	F-C	626.48
		WARRANT TOTAL		626.48
71292	NORTH CASCADE FORD	REPAIRS/MAINT-EQUIP	FD	33.36
		REPAIRS/MAINT-EQUIP	FD	1,317.06
		REPAIRS/MAINT-EQUIP	FD	765.66
		WARRANT TOTAL		2,116.08
71293	PACIFIC POWER BATTERIES	OPERATING SUP - CITY HALL	PK	159.60
		WARRANT TOTAL		159.60
71294	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	FD	106.31
		REPAIRS/MAINT-EQUIP	SAN	50.85
		REPAIRS/MAINT-EQUIP	SAN	1,332.84
		WARRANT TOTAL		1,490.00
71295	PARTSMASTER	MAINT OF GENERAL EQUIP	SWR	147.71

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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	147.71
71296	PETTY CASH-DEBRA PETERSON	SUPPLIES LIB	44.11
		EARLY LITERACY LIB	18.24
		BOOKS, PERIOD, RECORDS LIB	16.22
		WARRANT TOTAL	78.57
71297	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
71298	PROQUEST	COMMUNITY GRANT PROGRAMS LIB	1,575.00
		WARRANT TOTAL	1,575.00
71299	PRINTSTREAMS	SUPPLIES FIN	258.16
		WARRANT TOTAL	258.16
71300	PUBLIC UTILITY DIS. NO.1	UTILITIES-COMMUNITY CTR PK	212.98
		UTILITIES-SENIOR CENTER PK	218.38
		PUBLIC UTILITIES-MUSEUM PK	43.96
		PUBLIC UTILITIES SWR	81.68
		WARRANT TOTAL	557.00
71301	PUGET SOUND ENERGY	PUBLIC UTILITIES ST	8,604.00
		WARRANT TOTAL	8,604.00
71302	SALSEINA, NATHAN	MISC-PERMITS & LICENSES PK	33.00
		WARRANT TOTAL	33.00
71303	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	107.39
		OPERATING SUPPLIES SWR	92.51
		OPERATING SUPPLIES SWR	293.92
		WARRANT TOTAL	493.82
71304	SEDRO-WOLLEY GLASS	REPAIR/MT-HARRY OSBORNE PK	82.23
		WARRANT TOTAL	82.23
71305	SKAGIT RIVER STEEL	CONTAINERS SAN	996.89
		WARRANT TOTAL	996.89
71306	SKAGIT VALLEY HERALD	MISC-DUES/SUBSCRIP/MEMSHIP PLN	44.00
		DUES/SUBSCRIPTIONS ENG	44.00
		MISC-DUES INSP	44.00
		WARRANT TOTAL	132.00
71307	SKAGIT ISLANDS AEYC	TUITION/REGISTRATION LIB	82.00
		TUITION/REGISTRATION LIB	72.00
		WARRANT TOTAL	154.00

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71308	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	45.00
		WARRANT TOTAL		45.00
71309	SK. WHATCOM ELECTRONICS	MACHINERY & EQUIPMENT	F-C	140.22
		WARRANT TOTAL		140.22
71310	STAPLES BUSINESS ADVANTAGE	SUPPLIES	FIN	171.00
		OFFICE SUPPLIES	LGL	5.41-
		WARRANT TOTAL		165.59
71311	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
71312	TRAFFIC SAFETY SUPPLY CO.	OPERATING SUPPLIES	ST	694.65
		WARRANT TOTAL		694.65
71313	TRUE VALUE	OPERATING SUPPLIES	FD	20.54
		OPERATING SUPPLIES	FD	3.80
		OPERATING SUPPLIES	FD	24.31
		REPAIRS/MAINT-EQUIP	FD	3.87
		OPERATING SUP - RIVERFRONT	PK	29.20
		OPERATING SUP - COMM CENTER	PK	25.95
		OPERATING SUP - COMM CENTER	PK	3.44
		OPERATING SUP - COMM CENTER	PK	7.61
		OPERATING SUP - CITY HALL	PK	7.01
		OPERATING SUPPLIES	SWR	38.63
		OPERATING SUPPLIES	SWR	36.77
		OPERATING SUPPLIES	SWR	23.78
		OPERATING SUPPLIES	SWR	17.30
		OPERATING SUPPLIES	SWR	10.68
		OPERATING SUPPLIES	SWR	23.20
		OPERATING SUPPLIES	SAN	178.51
		WARRANT TOTAL		454.60
71314	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	479.82
		OP SUPPLIES-CHEMICALS	SWR	2,504.40
		OP SUPPLIES-CHEMICALS	SWR	160.00-
		OP SUPPLIES-CHEMICALS	SWR	80.00-
		WARRANT TOTAL		2,744.22
71315	VALLEY AUTO SUPPLY	REPAIR & MAINTENANCE	CS	35.91
		REPAIR/MT-SMALL TOOLS EQUIP	PK	74.01
		MAINTENANCE OF VEHICLES	SWR	105.25
		MAINTENANCE OF VEHICLES	SWR	72.61
		MAINTENANCE OF VEHICLES	SWR	203.78
		MAINTENANCE OF VEHICLES	SWR	141.42
		REPAIRS/MAINT-EQUIP	SAN	34.60
		REPAIRS/MAINT-EQUIP	SAN	39.20
		SMALL TOOLS & MINOR EQUIP	SAN	55.67
		WARRANT TOTAL		762.45
71316	VISION FORMS, LLC	POSTAGE	SWR	1,230.11

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		POSTAGE	SAN	586.67
		OPERATING SUPPLIES	SWTR	75.71
		WARRANT TOTAL		1,892.49
71317	WA LIBRARY ASSOCIATION	WA LIB SYSTEM	LIB	214.00
		WA LIB SYSTEM	LIB	75.00
		WARRANT TOTAL		289.00
71318	WASHINGTON FIRE CHIEFS	MISC-DUES	FD	660.00
		WARRANT TOTAL		660.00
71319	WA ST ASSOC OF MUNICIPAL	MISC-DUES	LGL	30.00
		WARRANT TOTAL		30.00
71320	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	1,068.45
		WARRANT TOTAL		1,068.45
71321	WA ST FIRE FIGHTERS ASSOC	MISC-DUES	FD	110.00
		WARRANT TOTAL		110.00
71322	WASHINGTON STATE PATROL	PROFESSIONAL SERVICES	PK	10.00
		PROFESSIONAL SERVICES	SWR	10.00
		WARRANT TOTAL		20.00
71323	WA ST DEPT OF INFORMATION	DUES/SUBSCRIPTIONS	ENG	1,482.08
		WARRANT TOTAL		1,482.08
71324	WASHINGTON STATE LIBRARY	INTERNET	LIB	365.06
		WARRANT TOTAL		365.06
71325	WM. H. REILLY & CO.	MAINT OF GENERAL EQUIP	SWR	528.38
		WARRANT TOTAL		528.38
71326	WOOD'S LOGGING SUPPLY INC	MAINTENANCE OF LINES	SWR	26.07
		SMALL TOOLS & MINOR EQUIP	SWR	46.52
		WARRANT TOTAL		72.59
71327	SANCHEZ, ALBA E.	COMMUNITY CENTER		325.00
		WARRANT TOTAL		325.00
		RUN TOTAL		67,801.84

CITY OF SEDRO-WOLLEY
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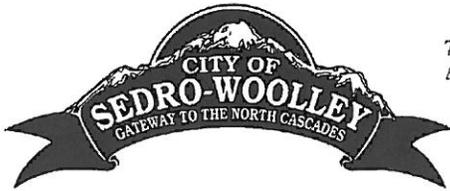
FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	26,558.86
101	PARK FUND	8,659.52
102	CEMETERY FUND	17.52
103	STREET FUND	10,613.21
105	LIBRARY FUND	3,582.64
330	1996 FIRE STATION CONST FUND	1,893.01
401	SEWER FUND	10,999.05
412	SOLID WASTE FUND	5,177.32
425	STORMWATER	300.71
TOTAL		67,801.84

CITY OF SEDRO-WOLLEY
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DEPARTMENT	AMOUNT
001 000 011	45.00
001 000 012	5,362.85
001 000 013	113.92
001 000 014	632.63
001 000 015	2,583.21
001 000 017	528.73
001 000 018	35.91
001 000 019	152.19
001 000 020	1,918.90
001 000 021	9,368.23
001 000 022	5,680.15
001 000 024	137.14
FUND CURRENT EXPENSE FUND	26,558.86
101 000 000	325.00
101 000 076	8,334.52
FUND PARK FUND	8,659.52
102 000 036	17.52
FUND CEMETERY FUND	17.52
103 000 042	10,613.21
FUND STREET FUND	10,613.21
105 000 072	3,582.64
FUND LIBRARY FUND	3,582.64
330 000 082	1,893.01
FUND 1996 FIRE STATION CONST FUND	1,893.01
401 000 035	10,999.05
FUND SEWER FUND	10,999.05
412 000 037	5,177.32
FUND SOLID WASTE FUND	5,177.32
425 000 039	300.71
FUND STORMWATER	300.71
TOTAL	67,801.84

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 26 2011



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Mark A. Freiburger, PE
RE: **Interlocal Agreement
Skagit County**
DATE: January 13, 2011 (for Council action January 26, 2011)

ISSUE: Should the Council authorize the Mayor to sign the attached Interlocal Agreement with Skagit County, providing for reimbursement of the city for work performed by city forces for the county?

BACKGROUND/DISCUSSION: During the recent flood event, Skagit County Public Works requested that the city provide our stormwater Vactor unit and crew to assist the county with blocked culverts. We have billed the county for this work, totaling \$1,252.80. The county has provided the attached Interlocal Agreement to authorize the reimbursement. The agreement would also formalize arrangements for future assistance of this nature. We have a similar agreement with the county for work provided by county public works forces for pavement markings and chip seal application on our streets.

MOTION: Motion to authorize the Mayor to sign the attached Interlocal Agreement with Skagit County, providing for reimbursement of the city for work performed by city forces for the county.

After Recording Return to:

Skagit County
Public Works Department
Attn: Road Maintenance Division
1800 Continental Place
Mount Vernon, WA 98273



INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

City of Sedro-Woolley
AND
Skagit County

THIS AGREEMENT ("Agreement") is made and entered into by and between City of Sedro-Woolley, a Washington Municipal Corporation ("City") 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 City and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." In consideration of the following, the parties mutually agree as follows:

1. **PURPOSE:** The City will perform work, provide materials, and equipment rental for work for the County as requested, to be reimbursed to the City at the actual cost incurred by the City for said work, materials, and equipment rentals including, but not limited to, maintenance repairs and the use of City equipment by a City operator. In particular, it is the intent of the parties for the County to reimburse the City for the use of the City's equipment during a recent flood emergency (per Skagit County Resolution # R20100426, dated December 13, 2010), although this Agreement may also provide for future similar reimbursement(s), if any, pursuant to the terms herein.

2. **RESPONSIBILITIES:** The parties in the performance of this Agreement, shall abide by the provisions of RCW 39.34 and/or any other appropriate legislative requirement.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from December 13, 2010 through June 30, 2011, unless sooner terminated pursuant to the terms herein.

4. **MANNER OF FINANCING:** The City will perform work, provide materials, and equipment rental for work on the County's facilities upon their request and acceptance by the City, to be reimbursed by the County to the City at the actual cost incurred by the City for said work, materials, and equipment rentals; and, in addition thereto, nine percent (9%) of the total cost shall be added for overhead costs for accounting, billing, and administrative services, provided that the City shall submit to the County a certified statement of the costs, and within

thirty (30) days thereafter, the County shall pay to the City the amount of said statement. Upon request by the County, the City shall provide reasonable supporting documentation to accompany any invoice(s) submitted to the County.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be Operations Division Manager.

5.2 The City's representative shall be City Supervisor.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

8. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein. *neither* *nor the City*

9. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

12. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. COMPLIANCE WITH LAWS AND TERMS OF GRANTS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

14. ASSIGNMENT AND SUBCONTRACTING: Unless otherwise expressly provided herein, no portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity without the express and prior written approval of the parties.

15. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

16. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

17. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, that they are duly authorized to execute this Agreement, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

CITY OF SEDRO WOOLLEY ("City"):

Title of Signatory
(Date _____)

Print Name of Signatory

Mailing Address:
(Street address required
in addition to P.O. Box)

DATED this _____ day of _____, 2011.

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

Ron Wesen, Chairman

Kenneth A. Dahlstedt, Commissioner

Attest:

Sharon D. Dillon, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

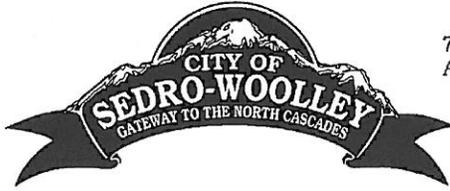
Risk Manager

Approved as to budget:

Budget & Finance Director

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 26 2011



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Jail Medical
FOR MEETING ON: January 26, 2011

ISSUE: Should the Council approve the attached agreement with Skagit Public Hospital District No. 1 regarding in custody medical costs?

DISCUSSION: Under state law the City is responsible for paying medical costs for inmates in jail from the time they are placed into custody until they are released from jail (misdemeanor offenses) or from custody until sentencing (felony offenses). For felons, the county picks up the jail medical tab following sentencing.

Currently, the City is billed 100% of the hospital's rack rate for medical services. I believe this to be the highest available rate the hospital offers. The cities of Mount Vernon, Burlington and Sedro-Woolley believe that current state law limits the hospital's billing to 50% of the Medicaid rate. The hospital disagrees. This agreement represents a compromise where the hospital would bill at 55% of the rack rate which represents a 45% decrease over our current billings.

Either party may terminate the agreement upon 90 days notice. It is my understanding that Burlington, Mount Vernon and Skagit County will be entering into identical agreements with the hospital.

REQUESTS FOR ACTION: Motion to approve the attached agreement with Skagit Public Hospital District No. 1 regarding in custody medical costs.

AGREEMENT FOR MEDICAL SERVICES

PARTIES

The Parties to this Agreement are:

1. The **CITY OF SEDRO-WOOLLEY, WASHINGTON**, a municipal corporation of the State of Washington, hereinafter referred to as “the **CITY**”; and
2. **SKAGIT PUBLIC HOSPITAL DISTRICT NO. 1**, a public hospital district organized under Chapter 70.44 RCW, hereinafter referred to as “the **HOSPITAL**”.

WITNESSETH THAT:

WHEREAS, The **CITY** is in need for the provisions of medical services required and governed under state law for inmates and certain detainees of the Sedro-Woolley Police Department; and

WHEREAS, The **HOSPITAL** represents that they are in all respects qualified to and capable of performing said medical services,

WHEREAS, It is the intent of this Agreement that all inmates receive appropriate and cost-effective emergency and necessary medical care.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

AGREEMENT

1. **DEFINITIONS**

The following definitions shall apply:

“**HOSPITAL**” shall mean Skagit Public Hospital District No.1, including but not limited to any physician group, affiliate, subsidiary, annexed and off site medical provider, or any other medical provider which is utilized or arranged to provide services under this Agreement.

“**Inmate**” shall mean any person effectively in custody when arrested and under the supervision of law enforcement officers, whether or not a jail or other correctional facility has booked and formally accepted custody.

“Jail” shall mean any holding, detention, special detention, or correctional facility

2. **CONTRACTUAL RELATIONSHIP.**

A. It is agreed by and between the parties that this Agreement shall not constitute nor create an employer-employee relationship, and since the **HOSPITAL** is an independent contractor, the **HOSPITAL** shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that the **HOSPITAL** agrees to indemnify, defend and hold the **CITY** harmless from any claims, valid or otherwise, made to the **CITY**, because of these obligations.

B. Any and all employees of the **HOSPITAL**, while engaged in the performance of any work under this Agreement, shall be considered employees of only the **HOSPITAL** and not employees of the **CITY**. The **HOSPITAL** shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or the **HOSPITAL**, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the **HOSPITAL's** employees, while so engaged on any of the work

C. The **HOSPITAL** shall comply with all applicable provisions of the Fair Labor Standards Act, the Federal Health Insurance Portability and Accountability Act (HIPAA), state medical privacy laws, and other legislation affecting its employees, operations and services, and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the **CITY** free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

D. The **HOSPITAL** assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, City business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the **HOSPITAL** and as to all duties, activities and requirements by the **HOSPITAL** in performance of the Work and the **HOSPITAL** shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

E. The **HOSPITAL** is not considered to be an employee of the **CITY** for any purpose, and neither the **HOSPITAL** nor any employee of the **HOSPITAL** shall be entitled to any of the benefits the **CITY** provides for the **CITY'S** employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. The **HOSPITAL** specifically represents and stipulates that it is engaged in the profession and business of providing the services as set forth in this Agreement and that it has registered to do business in the State of Washington and City of Sedro-Woolley and pays all necessary taxes and assessments levied against such business. It is understood that the **CITY** does not agree to use the **HOSPITAL** exclusively. It is further understood that the **HOSPITAL** is free to contract for similar service to be performed for others while he/she is under contract with the **CITY**.

3. **SCOPE OF SERVICE.**

The **HOSPITAL** shall do, perform, and carry out in satisfactory and proper manner the services set forth in this Agreement. The **HOSPITAL** agrees to perform such medical services set forth in this Agreement in accordance with generally accepted standards and shall use that degree of care and skill to comply with all applicable federal, state, and local laws, regulations, rules and ordinances now in force of that may hereinafter be enacted or promulgated. None of the work or services covered by this Agreement shall be subcontracted at different rates than what is set forth in Section 5 of this Agreement without prior written approval of the **CITY**.

4. **SERVICES TO BE PROVIDED BY HOSPITAL.**

The **HOSPITAL** shall perform or arrange for emergency or necessary health care and related medical services (“Services”) needed for inmates in a manner consistent with accepted practices for other similar medical services. Such services shall include:

- A. Inpatient, outpatient, preventive, diagnostic, laboratory, mental, and rehabilitative services provided by licensed health care professionals and/or facilities when necessary; such care to include providing prescription drugs when necessary;
- B. Necessary screening and testing for fitness of inmates yet to be placed into the Skagit County jail or other jail facilities; and
- C. Maintaining patient records as required by law; and
- D. **HOSPITAL** shall employ reasonable efforts to, as part of the screening process, obtain general information concerning the inmate's ability to pay for medical care, including all pertinent health care coverage information such as any private, primary, or secondary health plans, state or federal coverage or eligibility, or other medical benefits or resources to which an inmate is entitled. Reasonable efforts shall not include efforts which carry a risk of reasonably foreseeable disruption to **HOSPITAL** operations or reasonably foreseeable harm to the safety of patient or **HOSPITAL** staff; and
- E. Reimbursement billing procedures that first seek reimbursement from all other health care coverage or medical benefits or resources the inmate may have, including federal or state coverage if applicable, prior to billing the **CITY** under the negotiated rates set forth in Section 5.

5. **PAYMENT AND BILLING PROCEDURES:**

- A. In the event an inmate is ineligible for medical benefits as set forth in Subsection 4 E above, the **CITY** will pay for Services provided at fifty five percent (55%) of standard billed charges as full compensation for services rendered; provided however, all outpatient prescription drug services shall be provided at the rate as agreed between the County and Skagit Regional Clinics (formerly Skagit Valley Medical Center) set forth in the contract award letter dated March 16, 2001 attached hereto and incorporated herein by this reference so long as such agreement remains in effect. In the event another agreement for prescription services is reached between Skagit County and/or the City and **HOSPITAL** that agreement shall control; otherwise all other outpatient retail prescription drug services shall be billed at cost plus fifteen dollars (\$15.00). Direct billing shall occur pursuant to billing procedures set forth in Subsection B below. Direct

billing payment pursuant to billing procedures set forth in Subsection B below shall be in thirty days after receipt of proper invoice.

- B.** The **HOSPITAL** shall bill the **CITY** directly for any services provided under this Agreement arranged and provided while an inmate is effectively in custody and under the supervision of **CITY** law enforcement officers prior to booking and formal acceptance into Skagit County jail or other correctional facility. Services provided while a **CITY** inmate is incarcerated in the Skagit County Jail or other correctional facility shall be billed, pursuant to RCW 70.48.130, to the governing unit responsible for the operation, supervision, and maintenance of the facility as defined by RCW 70.48.020 at the rate set forth in Subsection A above subject to further agreement by governing unit and the **HOSPITAL**. The governing unit shall, in turn, seek reimbursement with the **CITY**. Further, notwithstanding the above, **HOSPITAL** specifically agrees to bill the Washington State Patrol directly for any charges related to persons being held in the jail for care for which the Washington State Patrol initiated the charges for which the person is being held in jail.

6. **TERMINATION OF CONTRACT.**

The **HOSPITAL** or the **CITY** may terminate this Agreement without cause at any time by giving written notice to the other of such termination and specifying the effective date thereof at least ninety (90) days before the effective date of such termination.

In the event of a breach of this Agreement by either party, the non-breaching party may terminate this Agreement by giving thirty (30) days notice to the breaching party. Notice shall specify in detail the nature of the alleged breach. If the breach is not cured within a thirty (30) day period, then the date of termination shall be the date set forth in the notice of termination.

7. **ASSIGNABILITY.**

The **HOSPITAL** shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the **CITY** thereto: however, claims for money due, or to become due, to the **HOSPITAL** from the **CITY** under this contract may be assigned to a third party engaged in such medical billing practices without approval. Notice of any such assignment or transfer shall be furnished promptly to the **CITY**.

8. **TRANSPORTATION**

The **CITY** shall provide or arrange for transportation of an inmate to and from **HOSPITAL** facilities to receive necessary medical services.

9. **PROFESSIONAL LIABILITY.**

The **CITY** will defend, indemnify, and save harmless, the **HOSPITAL**, its elected and appointed officers, deputies and employees from and against any damage, cost, claim, or liability arising out of this Agreement, attributable to the negligent acts or omissions of the **CITY** its officers, employees, or agents.

The **HOSPITAL** will defend, indemnify and save harmless, the **CITY**, its elected and appointed officials and officers, employees and insurers from and against any damage, cost, claim, or liability arising out of this Agreement attributable to the acts or omissions of the **HOSPITAL**, its employees or agents.

The **HOSPITAL** shall provide and maintain professional liability policy or other similar coverage to cover medical services rendered.

10. **NOTICE**

All notices and payments hereunder shall be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Sedro-Woolley

To Skagit Hospital District No. 1

Attn: Police Chief
325 Metcalf Street
Sedro-Woolley, WA 98284

Attn:

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

11. **MISCELLANEOUS PROVISIONS**

- A. **Waiver**. Any waiver by the **HOSPITAL** or the **CITY** or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- B. **Venue**. It is agreed that venue for any lawsuit arising out of this Agreement shall be Skagit County.
- C. **Severability**. If any term in this Agreement shall be found invalid, the remainder of this Agreement shall not be affected thereby, and each remaining term shall be valid and shall be enforced to the fullest extent permitted by law.
- D. **Counterparts**. The parties may execute this Agreement in counterparts, each of which is deemed an original and all of which shall constitute one original.
- E. **Captions/Headings**. The captions or headings in this Agreement are made for convenience and general reference only and should not be construed to describe or limit the scope or the intent of the provisions of this Agreement.



Edward M. Goodman, Sheriff
SKAGIT COUNTY

Public Safety Building - 800 South Third - Mount Vernon, WA 98273
Phone: (360) 336-9450 - Fax: (360) 336-9455

David E. Stafford
Undersheriff

Harry Hemphill
Chief Criminal Deputy

David Corrion
Chief of Field Services

Ginger Thompson
Chief Administrative Services

Dan Slattery
Chief Corrections Deputy

March 16, 2001

Skagit Valley Medical Center Pharmacy
1410 East Kincaid
Mount Vernon, WA 98273

Attention: Kevin Bingham

As a result of the request for price quotes on prescription drugs for the Skagit County Jail inmates, we have awarded your pharmacy with the contract.

To reiterate, the Skagit Valley Medical Center Pharmacy, located at 1410 East Kincaid Street, Mount Vernon, WA agrees to the following terms and conditions:

1. When available, generic brand drugs will be utilized at a reduced cost.
2. All prescription drugs must be in blistered packages, by dosage and properly labeled and identified in accordance with pharmacy standards.
3. All prescription drugs must be delivered no later than 6:00 Monday through Saturday to the Skagit County Jail, located at 600 South Third, Mount Vernon, Washington.
4. Billings will be submitted on a monthly basis, which shall include a copy of the prescription receipts.
5. DSHS medical coupons may be presented for payment.
- Currently not Allowed Per Law (K)
6. Agree to bill private medical insurance companies the inmate(s) have after verification of benefits approval.
7. We agree to make every effort to fax all orders to you within a reasonable time to assure same day service.

The terms of the agreement will be for the period April 1, 2001 to December 31, 2002. This agreement may be extended by consent of both parties.

Your bid was accepted at actual cost + \$15. If the terms of this agreement are correct, please indicate by signing the statement below and returning the second copy to our office for filing.

We look forward to a mutually beneficial relationship. If you have any questions please call me or Dan Slattery, Chief Corrections Deputy.

Sincerely,



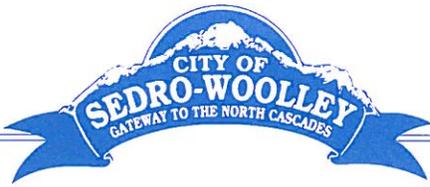
Jackie Brunson, Accountant
Skagit County Sheriff's Office

I hereby agree to the terms of the above mentioned agreement.

Kevin Bingham, R. Ph., Skagit Valley Medical Center Pharmacy

JAN 26 2011

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

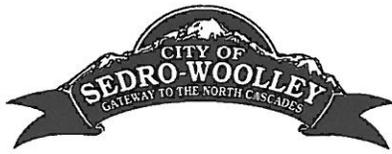


SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

NEW

BUSINESS



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 26 2011

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

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

MEMO:

To: City Council
Mayor Anderson

From: Jack Moore 
Planning Director/ Building Official

Date: January 26, 2011

Subject: Proposed modification to Municipal Code to regulate new alcohol serving establishments (bars) in the Central Business District – **(1st Read)**

ISSUE

Should the Council adopt amendments to the Zoning Code to regulate the creation of new alcohol serving establishments in the Central Business District (CBD)?

PROJECT DESCRIPTION / HISTORY

The topic of bars in the CBD was brought before the City Council by a downtown business owner at their August 25 meeting; a letter from that business owner is included as Exhibit 2. A petition requesting a limit on bars in the downtown was also received; that petition is attached as Exhibit 3. The City Council directed the planning department to draft a proposed change to regulate bars in the CBD, hold public hearing(s) before the Planning Commission and present recommended changes to Title 17 SWMC.

The Planning Commission held open public hearings on this topic on September 21, October 19 and November 16, 2010. The Planning Commission recommends defining "alcohol serving establishments" on SWMC 17.04.030 and amending SWMC 17.24.010(B) to require that new alcohol serving establishments in the CBD be approved through the conditional use process.

EXHIBIT 1: Proposed ordinance

EXHIBIT 2: Letter from Rick Schafer, owner of Cascade Physical Therapy, identifying problems his business has experienced with adjacent bars in the Central Business District

EXHIBIT 3: A petition signed by 22 business owners and other interested parties requesting the City limit the number of drinking establishments in the downtown area

RECOMMENDED ACTIONS

1st Read - no action requested

AN ORDINANCE AMENDING THE SEDRO-WOOLLEY MUNICIPAL CODE TO REGULATE NEW ALCOHOL SERVING ESTABLISHMENTS IN THE CENTRAL BUSINESS DISTRICT

WHEREAS, the city received inquiries from citizens and commercial property owners regarding the affect of alcohol serving establishments on local businesses in the Central Business District, and

WHEREAS, the Planning Commission held three public hearings and recommended amendments to the municipal code; and

WHEREAS, a SEPA environmental checklist was reviewed and a DNS was issued on November 12, 2010;

WHEREAS, pursuant to RCW 36.70A.106, a 60-day notice of intent to adopt a development regulation was sent to the Washington State Department of Commerce; and

WHEREAS, the City Council finds the proposed amendments to the SWMC to be consistent with and implement the intent of the Sedro-Woolley Comprehensive Plan; and

WHEREAS, the City Council has concluded that it is in the best interest of the public health, safety and welfare to adopt this ordinance; and

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance;

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

Section 1. SWMC 17.04.030 is amended to include a new definition for “alcohol serving establishments:

"Alcohol serving establishment" means a business licensed to allow on-premises consumption of liquor, wine or beer where the sale and on-premises consumption of said product is the prime source of revenue for the premises. It is not meant to include restaurants where food is prepared and served on the premises and where the sale of liquor, wine or beer is incidental to and not the prime source of revenue for the premises.

Section 2. SWMC 17.24.010(B) is amended, to read as follows:

- B. Conditional Uses.
 - 1. Alcohol serving establishments
 - 2. All uses not prohibited above

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

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

PASSED by majority vote of the members of the Sedro-Woolley City Council
this _____ day of _____, 2011, and signed in authentication of its passage
this _____ day of _____, 2011.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Published:

EXHIBIT 2

6-11-10

To: City of Sedro Woolley

Re: Potential of Occupancy of 214 Ferry Street

Greetings Sedro Woolley Mayor, Councilors and Directors,

As a business owner in our town, I have interest in the success of our local businesses. It is great to see someone provide a needed service or product, and do it well so that the business and the community both benefit. Others may fail for lack of a good plan or product. Another category for me would be those, who by coming to town, bring with them the potential of bringing more harm than good. Unfortunately, the latter is why I feel the need to give my input on the following;

It has come to my attention that the above mentioned address has applied for Sedro Woolley business approval/ license, and a WA state liquor license. I own and operate the business that is immediately adjacent (south) from 214 Ferry Street-- in the same building. I would like to make a few comments and observations that should be considered, I believe, in regard to these applications. I trust the process includes consideration of what is in the best interest of Sedro Woolley -- its businesses and its residents.

Personal Effects. When an alcohol-serving establishment was next door to us previously we had to deal with:

1. Multiple incidents of broken windows.
2. Dramatic increase in parking lot trash on a daily basis.
3. Broken beer bottles in the parking lot were common.
4. Vomit in front of my business establishment
5. Signs of urination in the recessed corners in the front of my office. My understanding of the location and inadequacy of the current restroom facilities increases this potential.
6. Loud and disturbing music -- intermittently playing from 5pm on, when we still had clients.
7. Bar attendees that would wonder past my office -- sometimes directly looking in my windows -- while I am trying to maintain a professional office environment. These folk would be moving from bar-to-bar in the downtown core of Sedro Woolley.
8. Intermittent finding of bar patrons sleeping in their vehicle in the morning when I arrive to open the office.

Community Environment

1. There is an over abundance of alcohol serving facilities in this town. Recently there were up to 6 bars within 1-2 blocks. There is no evidence that this community is lacking alcohol serving establishments. More is not better.
2. There have been some incidents in the local news over the recent years with fights; attacks / injury of police who have been called to a disturbance; over serving; and other.
3. Residents within a few blocks of down town refuse to walk in town in the evening for concerns of safety -- due to the patrons that hang out in the areas close the existing bars. Opening further bars would expand this zone. I have spoken with a few people who have volunteered this info. I personally can relate -- as I would not feel comfortable bringing my young children by this area on some evenings.
4. Given the above, there is an impression (negative) regarding the atmosphere and activity that goes on in Sedro Woolley. This has been communicated to me by people living north, south, east, and west of our town.

This is not good for my business, or any business in Sedro Woolley.

Thus, given the above, and in the interest of our citizens, I would respectfully request that additional liquor establishments / bars, would not be granted permission to operate in Sedro Woolley.

Thank you for your attention. Feel free to contact me about the above.

Sincerely,



Rick Schafer
Cascade Physical Therapy and Sports Clinic
210 Ferry Street
Sedro Woolley, WA 98284
ph 360 856 4216
fax 360 856 4217

For City Council Presentation
Rick Schafer
Cascade Physical Therapy and Sports Clinic

8-25-10

I moved here 4 years ago with my family and have since purchased a home and a business, CPTSC at 210 Ferry Street. This is a beautiful valley and I plan to live here with my family for the long term.

I believe in promoting and supporting local business. I have been a member of the SW Chamber of Commerce for 2.5 years now.

I am here to bring to your attention to an issue that is frequently discussed at my place of business -- that is... the prevalence of bars and bar patrons, -- and how that affects the appearance, safety and atmosphere of downtown Sedro Woolley.

I believe there is no need for further bars in this town. Though I'm sure we agree that new business should be encouraged, further alcohol-serving establishments are not the kind of new business we need.

Based on the affects to my own business, along with observations and comments from numerous city residents and business owners I can conclude that bars are

- 1) not good neighbors (I will shortly explain), and
- 2) do not create an atmosphere that will draw new business that the city needs and should want.

In fact there is great potential that allowing for expansion of this type of business will further deter those considering starting up new business to the down-town core.

In May/June 2010, I realized the movement toward re-opening the bar space at 214 Ferry Street. You should have all received a letter from me (dated June 11), that summarized my concern over once again having an active bar as my immediate business neighbor.

For 2 of my 4.5 years working at 210 Ferry Street, there was a bar next door to me. We encountered:

- Daily trash and cigarette butts in parking lot
- Broken bottles
- Two incidents of broken windows, which were not covered by the BOP
- Intermittent loud music shaking my office in late afternoon, while I am seeing clients.

- Bar clients passing my office, and plastering their face against my windows -- peering in to where I am attempting to treat clients in a professional atmosphere
- Intermittently finding bar patrons asleep in their cars in front of my office in the morning when I come to work.
- Signs of urination in the recessed corners of the frontage of my office
- Vomit in the parking lot

Interestingly when I have been visiting with business owners in my vicinity, two different business people were quick to add that they find

- feces,
 - condoms and
 - ladies underwear
- outside their place of business.

So when I noticed significant activity in 214 Ferry Street on Monday and Tuesday this week, and verbally confirmed that there are folks looking to re-open that site as a bar, I felt that rather than just hoping it would fail, and not cause me too much trouble for too long -- I felt I needed to get would get more involved.

Thus I have come tonight to request that the City of Sedro Woolley create a mechanism, or activate existing mechanisms for limiting the expanding numbers of this kind of business. Yesterday afternoon, I decided to take a few minutes to see if there was any other local support for what I am proposing. All but one of the people I contacted was in full support of this type of proposal -- in fact, each one wanted to talk extensively about this problem, and their experience to date. Many can cite more than one incident where they have been directly affected by having to pay out-of-pocket for repair-- plus clean-up of some of the nasty garbage described earlier.

So in summary:

“As Owner of a Sedro Woolley business I believe there is no need for additional bars in Sedro Woolley. To address the potential of additional bars, I request the City to establish a mechanism to limit the number of these establishments.”

I am including a signed list of other local businesses within 1-2 blocks of the corner of Metcalf and Ferry Streets (which I was able to get within the limited time I had last evening, and earlier today) who also strongly urge the City to act on this matter.

Thank you for your attention.

August 24, 2010

To: Sedro Woolley City Council

Regarding: Prevalence of Bars / Alcohol-serving establishments

P.S. and other interested parties

EXHIBIT 3

"As representatives of Sedro Woolley businesses within 2 block radius of Metcalf and Ferry Streets, we believe that there is no need for additional bars in Sedro Woolley. To address this potential, we request the City of Sedro Woolley to establish a legal mechanism to limit the number of these establishments."

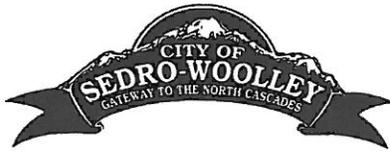
Name	Company	Position	Signature
1. Rick Elster	Cascade Physical Therapy	Owner	<i>[Signature]</i>
2. Elizabeth Fernando	Simply Silver Man 807 building	owner	<i>[Signature]</i>
3. Dawn Greenfield	(Old Currier) Times	owner	<i>[Signature]</i>
4. Allya Moore	Massage	Owner	<i>[Signature]</i>
5. MICHAEL LEWARE	Health First Chiropractic	owner	<i>[Signature]</i>
6. Norm S Thode	HUSTON BARBER	owner	<i>[Signature]</i>
7. KEVIN NGUYEN	DIAMOND NAILS	OWNER	<i>[Signature]</i>
8. Jennifer Eldred	Eldred + Assoc.	owner	<i>[Signature]</i>
9. Staci Fulver	USPSA	magazine advertising coordinator	<i>[Signature]</i>
10. Daniel Lyons	USPSA	membership coordinator	<i>[Signature]</i>
11. Rick Paul Smith	Dollar Tree	owner	<i>[Signature]</i>
12. JEANNE McLENNAN		employee	<i>[Signature]</i>
13. Olivia Dozier	LifeCare Skagit Valley		<i>[Signature]</i>
14. Carol Torset	Skijou Nsg		<i>[Signature]</i>
15. Amy Rapp	SW Flooring	owner's wife	<i>[Signature]</i>

and other interested parties.

Page 2

"As representatives of Sedro Woolley businesses within 2 block radius of Metcalf and Ferry Streets, we believe that there is no need for additional bars in Sedro Woolley. To address this potential, we request the City of Sedro Woolley to establish a legal mechanism to limit the number of these establishments."

	<u>Name</u>	<u>Company</u>	<u>Position</u>	<u>Signature</u>
16.	Lynn Torset	Skiyou Nursery	Owner	[Signature]
17.	Jason Rapp	Sedro Woolley Florals	owner	[Signature]
18.	Cheryl Malin	SWvision	optician	[Signature]
19.	Janet Williams	SW Chamber	officest.	[Signature]
20.	[Signature]	EBPLC	Acct Mgr	[Signature]
21.	[Signature]	Carbo	Marketing	[Signature]
22.	Mary McGoffin		C of Commere	SW
23.				
24.				
25.				
26.				
27.				
28.				
29.				
30.				



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 26 2011

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

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

MEMO:

To: City Council
Mayor Anderson

From: Jack Moore 
Planning Director/ Building Official

Date: January 26, 2011

Subject: Proposed modification to Municipal Code regarding the keeping of chickens, ducks, bees and small non-hoofed animals – (1st Read)

ISSUE

Should the Council amend SWMC 17.04.030 and create a new Chapter 6.XX SWMC to allow for the keeping of chickens, ducks, bees and small animals?

PROJECT DESCRIPTION / HISTORY

The Planning Department has received several inquiries about the rules for keeping chickens on one's property, which currently requires that a property owner have 40,000 square feet of property (just under one acre). Because of this large size limit, very few properties in the City are large enough to keep chickens, or any other animals. Residents interested in having chickens submitted a petition (Exhibit 2) asking the City to create a backyard chicken ordinance. The Planning Commission held three public hearings on an ordinance to allow backyard chickens and as well as other small animals that may be appropriate for smaller urban lots. The amendments are intended to protect the safety and well-being of the community by putting limits on the number of chickens (while prohibiting roosters), ducks, bees and small non-hoofed animals that may be kept on a property in the City, as well as providing regulations on the manner in which those animals must be kept.

The Sedro-Woolley Planning Commission held Open Record public hearings on September 21, October 19 and November 16 to gather public testimony on the subject. The Planning Commission unanimously recommended adoption of the attached modifications to the municipal code concerning chickens, ducks, bees and small, non-hoofed animals.

EXHIBIT 1: Proposed ordinance

EXHIBIT 2: Citizen Petition

RECOMMENDED ACTIONS

1st Read - no action requested

AN ORDINANCE AMENDING THE SEDRO-WOOLLEY MUNICIPAL CODE TO ALLOW FOR THE KEEPING OF CHICKENS, DUCKS, BEES AND SMALL NON-HOOFED ANIMALS

WHEREAS, generating food for human consumption in backyards has become increasingly popular in response to global economic and environmental conditions, and

WHEREAS, the Sedro-Woolley Municipal Code currently limits the keeping of farm animals to lots within the city that are greater than 40,000 square feet in size, and

WHEREAS, SWMC 17.04.030 (25) defines an “Low-intensity agriculture” and needs to be amended to allow for smaller lots; and

WHEREAS, the Planning Commission held three public hearings and recommended amendments to the municipal code to allow chickens, ducks, bees and small non-hoofed animals under certain conditions; and

WHEREAS, a SEPA environmental checklist was reviewed and a DNS was issued on November 12, 2010;

WHEREAS, pursuant to RCW 36.70A.106, a 60-day notice of intent to adopt a development regulation was sent to the Washington State Department of Commerce; and

WHEREAS, the City Council finds the proposed amendments to the SWMC to be consistent with and implement the intent of the Sedro-Woolley Comprehensive Plan; and

WHEREAS, the City Council has concluded that it is in the best interest of the public health, safety and welfare to adopt this ordinance; and

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance;

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

Section 1. SWMC 17.04.030(25) is amended to read as follows:

“Low-intensity agriculture” means the production, raising or keeping of any form of crops, ornamental plants or animals; provided, that any animal, excluding household pets such as dogs and cats, such as horses, cattle, hogs, pigs, goats, sheep, bovine animals, chickens, fowl or any other animals, poultry or fowl, shall not be raised, kept or maintained on a lot or ownership of less than forty thousand square feet, except as permitted under Chapter 6.XX SWMC.

Section 2. A new chapter is added to Title 6, SWMC, to read as follows:

Keeping of Animals.

6.__.010. The keeping of small animals, chickens, ducks and bees is permitted outright in all zones as an accessory use to any principal use permitted outright or to a permitted conditional use, in each case subject to the standards of this Chapter.

6.__.020. Small Animals. Up to three (3) small animals (guinea pigs, rabbits and other similar, non-hoofed small animals kept outdoors) may be kept accessory to each dwelling unit on a lot, except as follows:

- A. up to four (4) small animals are permitted on lots in single-family zones of at least twenty thousand (20,000) square feet; and
- B. one (1) additional small animal is permitted for each five thousand (5,000) square feet of lot area in excess of twenty thousand (20,000) square feet in single-family zones.
- C. Nursing offspring may be kept until weaned, no longer than 12 weeks from birth, without violating the limitations of this section.

6.__.030. Chickens and ducks. Up to three (3) chickens or three (3) ducks may be kept on any lot in addition to the small animals permitted in SWMC 6.__.020. For each one thousand (1,000) square feet of lot area in excess of the minimum lot area required for the zone or, if there is no minimum lot area, for each one thousand (1,000) square feet of lot area in excess of five thousand (5,000) square feet, one (1) additional chicken or duck may be kept. The keeping of roosters is prohibited.

6.__.040. Beekeeping. Beekeeping is permitted outright as an accessory use, when registered with the State Department of Agriculture, provided that:

- A. No more than four (4) hives, each with only one (1) swarm, shall be kept on lots of less than ten thousand (10,000) square feet.
- B. Hives shall not be located within twenty-five (25) feet of any lot line except:
 - a. When situated eight (8) feet or more above the grade immediately adjacent to the grade of the lot on which the hives are located; or
 - b. When situated less than eight (8) feet above the adjacent existing lot grade, the hives must be kept behind a solid fence or hedge six (6) feet high parallel to any property line within twenty-five (25) feet of a hive and extending at least twenty (20) feet beyond the hive in both directions; or
 - c. When situated less than eight (8) feet above the adjacent existing lot grade, the hives must be enclosed by a solid fence six (6) feet high so as to force the bee to enter and exit the hive area at a height that will not interfere with the passers-by.

6.__.050. Performance Criteria. The keeping of animals allowed for in this Chapter is allowed provided all of the following criteria are met:

- A. A contiguous fenced area shall be available for domestic fowl.
- B. Sheds, shelters or pens shall not be closer than twenty-five feet to the front property line and 5-feet from side and rear property lines.
- C. Sheds or shelters shall be kept free from rodents and shall be bedded as necessary with a fresh covering of straw, wood shavings or corn cobs.
- D. Feed shall be kept in a rodent proof container and spillage and leftovers from feedings shall be removed and disposed of to prevent flies, rodents, and odors.
- E. In order to prevent insect and odor problems, manure must be collected on a regular basis at least once per week and placed in concrete or metal fly-proof containers. Manure must be removed from the premises at least once a week or spread as fertilizer upon cultivated ground or lawns unless the city determines that use as fertilizer causes insect or odor problems.
- F. Pen fences, corral fences or similar enclosures must be of sufficient height and strength to retain animals.
- G. The keeping of domestic animals shall conform to all regulations of local and state health authorities.
- H. The area shall be landscaped to harmonize with the surrounding semi-rural residential character.
- I. Domestic animals shall not be kept within fifty feet of any stream or water body, wetland, or environmentally sensitive area, and fencing shall be provided to prohibit animal access to these areas.
- J. Sanitary surfacing, such as wood chips, sand or gravel shall be placed on wet or muddy portions of the property used by domestic animals.
- K. Upon reasonable request, properties housing domestic animals shall be subject to inspection by the city or other local and state health authorities.

6.__.060. Nothing in this chapter excuses compliance with other titles and chapters of the Sedro-Woolley Municipal Code including but not limited to SWMC 8.16 and SWMC 15.04 which address conditions that create nuisances and maintenance requirements. In addition to the enforcement provisions in SWMC 8.16 and SWMC 15.04, and upon a finding by either the City's enforcement officer or building official that animals are contributing to violations under either of those chapters, either the City's enforcement officer or building official shall have the authority to order the property owner to reduce or eliminate the number of animals kept on that property. Appeals of such an order must be filed within fourteen days of the date of the order in writing to the City Clerk's office. Appeals are heard by the City Council. The City Council's action is final.

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

Section 4. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid

or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council
this _____ day of _____, 2011, and signed in authentication of its passage
this _____ day of _____, 2011.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Published:

Backyard Chicken

EXHIBIT 2

Ordinance Petition

This petition is to encourage the city of Sedro Woolley to create a Backyard Chicken ordinance. At this time it is against the law to have chickens within city limits. All other cities within Skagit County already allow for backyard chickens with a limit according to lot size. We are asking that Sedro Woolley bring their ordinances in accordance with the other cities in our county.



Please Print Name and Address

Era Aragon	721 N. Reed St. S.W.	360-708-7516
Gail Hokonen	515 Puget Ave SW	891-0962
Jennifer Young	20241 Prairie Rd SW	360-724-3023
Shelley Hoffman	24223 Crabapple Ln SW	360-856-6740
Cynthia Keele	903 Jameson St.	360-853-3218
Phyllis Mitchell	304 Haines St. S.W.	360-855-0257
LAMMIE CLARK	903 JAMESON ST. SW	360-755-3443
Gregory Sherman	808 Marshall Ave.	360-855-0312
Jean Garcia	822 Warner S.W.	360-855-1446
Jessica Muehry	301 Hawthorne St. SW	360-391-7827
Jenni Wilson	818 Evans Dr. S.W	360-630-9362
Carla Runnels	705 Talcott St S-W	360-391-2568
Debra Pippin	20834 Hartly Ln, SW	360-708-1920
Ashley Henderson	931 Alderwood Ln	360-610-5270
Carol Bohmbach	1101 Warner St.	360-855-1938
Enha Kroon	1168 N. Township St. S.W.	360-840-6231
Sharon Dosch	1204 Independence Blvd SW	360-661-7366
Courtney Lofgren	168 N Township St. S.W	360-333-9725
Courtney Peters	600 N. Reed St. #8 SW	360-391-0298
Key Street	600 N. Reed St. #8 SW	360-395-5344
Audrey Maylor	512 Creek Lane SW	360-770-1703

Backyard Chicken Ordinance Petition

This petition is to encourage the city of Sedro Woolley to create a Backyard Chicken ordinance. At this time it is against the law to have chickens within city limits. All other cities within Skagit County already allow for backyard chickens with a limit according to lot size. We are asking that Sedro Woolley bring their ordinances in accordance with the other cities in our county.



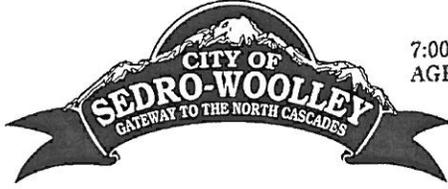
Please Print Name and Address

Melissa Chappell	411 Central Ave	Sedro-Woolley	WA	98284
Michelle Mead	727 Brick Lane	S-W	WA	98284
Margaret Towell	5212 Aerie Lane	S-W	WA	98284
Melody Pritchard				
JEANNIE CORNETT	838 TALCOTT ST.	SEDRU-WOOLLEY	WA	98284
Danielle Taylor	22404 Bridgewater Rd	Sedro-Woolley	WA	98284
Wes Jones	5537 Hwy 9	Sedro-Woolley	WA	98284
Theresa Lacey	1517 11th Pl	S-W	WA	98284
Kara Wolkenhauer	508 Cascade Vista Dr	S-W	WA	98284
Shannon Holt	1031 E. State St	SW	WA	98284
Liz Swartz	30626 South Skagit	S-W	WA	98284
Annette Dellinger	PO Box 244 / 729 1/2 Ave	Con.	WA	98237

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 26 2011



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

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
FOR MEETING ON: January 26, 2011

PROJECT STATUS: The project is complete but for the final punchlist items. SWFD members are now living in the station and will began responding from the station on January 19th. An open house/ribbon cutting has been scheduled at Station 2 for February 23rd at 5:00 P.M.

This will be my last update memo until the final memo which will seek your approval for final acceptance.

ISSUES: None tonight.

PENDING ISSUES:

1. Design team oversights – no new update available at this time.

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	EB 9/2
5	Added cost to pour plinth missing from plans	withdrawn	n/a
6	Central exhaust system design conflicts	\$ 981.00	EB 9/16
7	Keypad door openers (design team missed)	\$ 2,491.00	EB 9/2
8	Revise furnace F-2 and F-3	withdrawn	n/a

9	Add 10' steel casing for waterline	\$ 4,235.00	EB 10/14
10	Add conduit for EOC radios (1 st owner change)	\$ 1,073.00	EB 9/30
11	Cost for gas meter relocate and piping per CNG	\$ 3,335.00	EB 9/30
12	Additional conduit for Frontier	\$ 2,353.00	EB 10/14
13	Added cast in place curb, deduct striping	(\$ 216.00)	EB 1/19
14	P-Lam at mob sink	withdrawn	n/a
15	Relocate air lines in truck bays to correct location	\$ 1,282.00	EB 12/2
16	Additional gravel on SR 9 per engineering	\$ 387.00	EB 12/2
17	Over excavation for unsuitable fill	\$ 1,161.00	EB 12/8
18	Addition of regulator at generator	\$ 1,353.00	EB 1/19

CONTRACT CHANGE ORDERS:

Change Order 1 was approved by the City Council on July 28th. Due to its size, it exceeded my authority. Change Order 2 was approved on October 28th, it is a compilation of 7 individual changes approved under my limited change order authority. Change Order 3 was approved on January 19th and is expected to be the final change order for the project.

No.	Description	Amount	Approval
1	CP-02r.3 & CP-03r.1	\$66,543.00	Council 7/28
2	CP-4, 6r.2, 7, 9, 10r.2, 11r.1, \$ 12	\$14,994.00	EB 10/28
3	CP-13r1, 15, 16, 17, & 18	\$ 3,967.00	EB 1/19

The original contract sum is:	\$1,348,300.00
CO#1 is:	\$ 66,543.00
CO#2 is:	\$ 14,994.00
CO#3 is:	\$ 3,967.00
The new contract total is:	\$1,433,804.00

REQUESTS FOR ACTION: None tonight.