

Next Ord: 1704-11
Next Res: 841-11

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

April 13, 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 (Including April 6, 2011 Work Session)
 - b. Finance
 - Claim Checks #71736 to #71868 in the amount of \$233,647.29.
 - Payroll Checks #50090 to #50197 in the amount of \$252,659.76.
 - c. Professional Services Agreement - Wallace & Associates
 - d. Possible Bid Award - Public Works Agreement Nos. 2011-PW-15 and 16 - Hammer Heritage Square Wood Staining and Sealing Project
 - e. Possible Bid Award - 2011 Sanitary Sewer CIPP Project - Insituform Technologies, Inc.
 - f. Public Works Agreement No. 2011-PW-17 for Miscellaneous Fencing Repairs
 - g. EDASC Agreement
 - h. Skagit Domestic Violence & Sexual Assault Services Agreement
 - i. Volunteers of America Western Washington
 - j. Skagit County Community Action Agency
 - k. Interlocal Agreement with State of Washington DOL for Business Licensing
 - l. Nationwide Retirement Program
 - m. Resolution 840-11 - Establishing a CPR Class Fee
4. Proclamation - Challenging City of Sedro-Woolley Employees to be Good Energy Stewards in Honor of Earth Day, April 22, 2011
 5. Public Comment (Limited to 3-5 minutes)

UNFINISHED BUSINESS

6. 2010 Comprehensive Plan Docket (2nd reading)

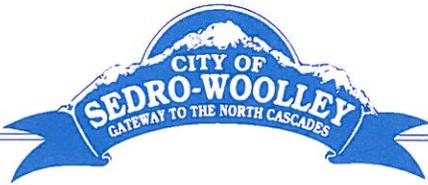
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION/YES

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

APR 13 2011

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 13



DATE: April 13, 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 April 13, 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.

APR 13 2011

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
March 23, 2011 – 7:00 P.M. –City Hall Council Chambers

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

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Checks #71634 to #71735 in the amount of \$163,887.66
 - Payroll Checks #49983 to #50089 in the amount of \$184,217.93
- Interlocal Agreement with City of Burlington for Work Offender Program
- Interlocal Joint Purchasing Agreement with City of Mount Vernon
- Acceptance of Department of Ecology Grant for shoreline Master Plan Update – Authorizing Mayor to sign SMA Grant Agreement No. G1100233
- State Participating Agreement – SR20 MP 65.50 to 66.08 Lane Widening
- Final Acceptance – Fire Station 2

Councilmember Splane questioned if Item C was reciprocal between Burlington and Sedro-Woolley. City Supervisor/Attorney Berg noted it is not and is a limited opportunity for those being sentenced in Burlington to complete their community service with our program. Burlington currently has more offenders than they can schedule.

Councilmember Storrs moved to approve the consent calendar A through G. Seconded by Councilmember Splane. Motion carried (6-0).

Public Comment

No comment received.

Mayor Anderson realigned agenda items due to topic presenters in the audience.

Leeann Costek – Sr. Project Manager of Puget Sound Energy addressed the Council regarding their project for the development of distribution lines on the south side of Cook Road. The project is being conducted as a safety project. She noted that easements have been secured and they are ready to move to permitting. The poles will be placed at the backside of the franchise right-of-way behind the sidewalk.

Council discussion ensued regarding undergrounding, difficulties with undergrounding in this particular area, mature trees, project scope from Trail Road to District Line Road, review of future plans at time of design of possible future roundabout, landscaping, spacing between poles and aesthetics to entrance to town.

An extensive discussion continued on undergrounding, PSE responsibility, code requirements, City cost and cost to homeowner for conversion to underground.

Teresa Loop – Puget Sound Energy reviewed the notification process of property owners affected. She also noted that secondary communication will take place as well.

Skagit Tourism Bureau, Terica Taylor, Coordinator – Tourism Promotion Area (TPA) – Moved from New Business.

Don Wick of EDASC addressed the Council regarding the possibility of establishing a Tourism Promotion Area (TPA). He discussed the TPA as a method of being able to promote the area which would involve Hoteliers of 40 rooms or more.

Terica Taylor – Coordinator for Skagit Tourism addressed the Council to provide information on the formation of a Tourism Promotion Area (TPA). She reviewed her background within the tourism industry as well as her involvement with the 2005 legislation for the establishment of TPA'S. Taylor noted that the request has come from the hoteliers in order to promote tourism, other counties have large budgets for the purpose of promoting tourism and Skagit County's budget for tourism is \$30,000, which is not enough funds to market the area. The TPA proposes a \$2.00 fee per room for hotels of 40 rooms or more. The TPA would need a 60% vote of the hoteliers to pass. She also noted an interlocal agreement between the Cities's and Skagit County is a precursor to the hotel vote. Taylor reviewed the organization structure of the TPA with no fiscal responsibility to the city.

Discussion was held and included maintaining a fair playing field, safeguards built into the interlocal agreement, draft documents and mechanisms in place to sever agreement.

Taylor reviewed the goals and budgeting of the TPA which included a sports commission and media and online marketing. She also addressed staffing and fees for administrative functions.

Pola Kelley – Executive Director of the Sedro-Woolley Chamber of Commerce addressed the Council on the importance of the Tourism board. She discussed the use of money through Hotel/Motel funds for tourism with little or no impact and encouraged this mechanism to increase lodging tax dollars because it will increase lodging. Kelley noted it would translate as money back to City through other businesses, restaurants, winery's and shops and is a trickle down effect which is meant to get to all business. She urged the Council to accept the proposal and back up the program with enthusiasm. She

noted it is a one time offer and believes it to be a positive thing. Kelley also addressed the Washington State Tourism board which will not be in existence after June 1st.

Council discussion took place to include statistics, results from other communities, long term stays and anticipated time line.

James Montgomery – owner of the Skagit Motel questioned enforcement of the fee and addressed the impact the fee would be for his Motel. He noted that most of his clientele are people who rent on a weekly basis as they are in the area for jobs.

Discussion ensued on exemption for government business, monthly (long term) stays, reporting to the Department of Revenue, hard times with the economy and possible change in classification.

UNFINISHED BUSINESS

Community Center Cleaning Ordinance

City Supervisor/Attorney Berg spoke on the proposed ordinance for the Community Center. He noted there are no changes from the first read and offered to answer any questions.

Councilmember Storrs moved to adopt Ordinance No. 1701-11 An Ordinance creating a non-refundable cleaning fee and reducing the damage deposit for the community center. Councilmember Splane seconded. Motion carried (6-0).

Senior Center Rental Ordinance

Councilmember Sandström moved to adopt Ordinance No. 1702-11 An Ordinance establishing a process and setting fees for the rental of the Sedro-Woolley Senior Center Building. Seconded by Councilmember Galbraith. Motion carried (6-0).

Ambulance Authority Ordinance

City Supervisor/Attorney Berg reviewed three changes made within the ordinance from the last read. He spoke on the status and condition of the Central Valley Ambulance which appears to be running out of funding. The ordinance would allow the City to react to changes in the system.

Councilmember Galbraith moved to approve Ordinance No. 1703-11 An Ordinance of the City of Sedro-Woolley, Washington, Establishing the City Ambulance Service Utility and Related Regulations. Councilmember Sandström seconded. Motion carried (6-0).

Authorization to Proceed with Design and Bidding for the Metcalf Street, Warner to Northern and State Street, Walley to Murdock Overlay Project using PWTF Loan 038 Funds

Engineer Freiberger reviewed the request to proceed with the design and bidding for the Metcalf Street. He noted the Utility committee met regarding use of surplus PWTF Loan funds and it is within the scope of PWTF agreement. Freiberger stated it makes sense as no other sources of revenue are available. He addressed alternatives and discussed the anticipation of transferring \$380,000 back at the close of the loans. He stated the design work is about 30% complete and requested Council authorize to proceed.

Discussion ensued on possible enhancements to the Downtown area to coincide with the project, funding issues and establishing a Metcalf Beautification Committee (Councilmember's Sandström, Lemley and Storrs).

Councilmember Storrs moved to authorize staff to proceed with design and bid process of the Metcalf and State Street Overlay Project utilizing remaining Public Works Trust Fund Loan 038 funding. Seconded by Councilmember Lemley. Motion carried (6-0).

Amendment 2 – Professional Services Agreement No. 2010-PS-06 for Design Phase Services for the SR 20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvements Project – Reichhardt and Ebe Engineering, Inc.

Engineer Freiberger reviewed the request for a professional services agreement for design phase services for SR20. He noted the scope change request to the Transportation Improvement Board (TIB) to be acted on Friday. The change will allow extending of the project limits 380 feet and connection to the sidewalks constructed in 2008. Freiberger addressed recent research that unveiled Burlington Northern occupying right of way at the permission of the City and reviewed the original design of the bridge which allowed for 6' sidewalks under the bridge. He requested Council permission to proceed with design.

Discussion ensued to include Burlington Northern's response, water concerns and road grade change (Councilmember Sandström cited an IKEA in Tukwila as an example). Councilmember Galbraith moved to authorize the Mayor to execute the attached Amendment 2 to the Professional Services Agreement No. 2010-PS-06 with Reichhardt & Ebe Engineering, Inc. to add design work for extending the project limits 320 feet west under the BNSF Bridge. Seconded by Councilmember Wagoner. Motion carried (6-0).

NEW BUSINESS

Skagit Tourism Bureau, Terica Taylor, Coordinator – Tourism Promotion Area (TPA) –

See beginning of meeting.

2010 Comprehensive Plan Docket

Planner Moore reviewed the first read of the amendments to the 2010 Comprehensive Plan Docket. The amendments include three items: 1) Update of the Schools section of the Capital Facilities Element, 2) Update of the Parks and Recreation Element and 3) Update Comprehensive Land Use Map and Zoning Map to reflect rezone of recently annexed properties on Fruitdale Road. Moore noted the Planning Commission recommends approval of all but item two, which their recommendation is to continue the review in 2011.

No Council action necessary as this is a first read.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

City Supervisor/Attorney Berg – discussed the recent surplus of the Northern State property.

Engineer Freiburger – discussed an additional match requirement on the SR20 project. He noted he plans to apply for Skagit County EDC funds to cover the additional match. He also stated things are moving ahead with the Metcalf Street rail removal which will be done at the same time as the Metcalf overlay project.

Fire Chief Klinger – reminded Council of the rescheduled open house for Fire Station 2 on April 6th. He also informed Council of a request from Steve Johns of H & W Vehicles to borrow the new City's Fire Engine to showcase at the Northwest Fire Expo in Portland. Klinger noted that all expenses would be covered and he is requesting in return H & W cover the expense for the annual pump test services at their factory while it is there. Council consensus was to allow.

Finance Director Nelson – pointed out the 2011 Final Budget are at each council seat.

Councilmember Storrs – thanked the Public Works department for their work on the alley between Jameson and Fidalgo.

Councilmember Galbraith – announced as a point of reference he has been involved in coaching for many years and has turned in his resignation for basketball and soccer which changes his availability for meetings on any night.

Councilmember Sandström – questioned the bid on the gazebo work and the City's liability requirements which might be limiting local contractors.

Councilmember Splane – questioned the status of the Sapp Road tree project.

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

The meeting adjourned at 8:51 P.M.

APR 13 2011

CITY OF SEDRO-WOOLLEY

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

Council Worksession

April 6, 2011 – 7:00 P.M. – Public Safety Training Room

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg, Finance Director Nelson and Planner Moore.

Partnering with Department of Licensing

- Finance Director Nelson presented information on the process of partnering with Department of Licensing for City business licenses. After discussion of the pros and cons the consensus was to proceed with a partnership.

Code Enforcement Procedures

- Planner Moore stated the new City code has been very successful in dealing with the majority of cases; unfortunately not all. As the final step of filing a lien does not seem to be enforceable, an alternative is needed. Discussion ensued on costs of alternatives, level of non-compliance, citizen complaint driven, Council advance notification process and levels of severity. The consensus was to proceed with a budget amendment establishing funds for enforcement.

WWTP Chemical Bid

- City Supervisor/Attorney Berg noted the sodium hypochlorite supply at the Wastewater Treatment Plant is so low that Council was requested to award the bid at the worksession.

Councilmember Storrs moved to award the bid to the low bidder, Orca Pacific Supply Inc. of Auburn, WA in the amount of \$11,284.85 for the annual supply of sodium hypochlorite. Seconded by Councilmember Galbraith. Motion carried (6-0).

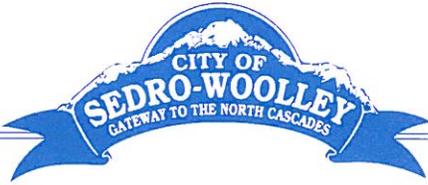
North Cascades Gateway Center

- City Supervisor/Attorney Berg noted the State is surplusizing the North Cascades Gateway Center, fiving other governmental entities 15 days to respond. The City expressed interest as we are concerned about the future uses of the property. Councilmembers Sandström, Splane and Wagoner will form a Council committee to study the existing leasehold arrangements, revenue streams, costs, use restrictions, partnerships (Port, County etc) and report back to the full Council.

The meeting adjourned at 8:35 P.M.

APR 13 2011

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



DATE: April 13, 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 April 13, 2011.

Motion to approve Claim Checks #71736 to #71868 in the amount of \$233,647.29.

Motion to approve Payroll Checks #50090 to #50197 in the amount of \$252,659.76.

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

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 04/13/2011 (Printed 04/07/2011 15:15)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71736	VOLLANS, MATT	TRAVEL	PD	72.00
		WARRANT TOTAL		72.00
71737	HARRIS, JASON	TRAVEL	PD	180.00
		WARRANT TOTAL		180.00
71738	AIRGAS-NORPAC INC	SMALL TOOLS & MINOR EQUIP	SAN	3,555.65
		WARRANT TOTAL		3,555.65
71739	ALLELUJAH BUSINESS SYSTEMS	MACHINERY & EQUIPMENT	CEM	172.54
		WARRANT TOTAL		172.54
71740	ALLEN, DEBRA	WELLNESS	SWR	90.00
		MEALS/TRAVEL	SWR	108.69
		WARRANT TOTAL		198.69
71741	LLOYD RUSSELL	REPAIRS/MAINT-EQUIP	FD	268.34
		WARRANT TOTAL		268.34
71742	A.T.V. ACCESSORIES	REPAIRS/MT-RIVERFRONT	PK	21.64
		WARRANT TOTAL		21.64
71743	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	CEM	10.17
		MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	ST	6.74
		MISC-LAUNDRY	ST	15.87
		MISC-LAUNDRY	ST	6.74
		MISC-LAUNDRY	ST	12.12
		LAUNDRY	SWR	22.30
		LAUNDRY	SWR	7.51
		LAUNDRY	SWR	26.36
		LAUNDRY	SWR	7.51
		WARRANT TOTAL		132.12
71744	ASI	PROFESSIONAL SERVICES	SWR	250.00
		PROFESSIONAL SERVICES	SWR	70.00
		WARRANT TOTAL		320.00
71745	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	54.25
		AUTO FUEL	CS	212.01
		AUTO FUEL	CS	64.62
		AUTO FUEL	PD	92.11
		AUTO FUEL	PD	1,583.41
		AUTO FUEL/DIESEL	FD	697.56
		AUTO FUEL/DIESEL	PK	41.63
		AUTO FUEL/DIESEL	ST	334.53
		AUTO FUEL/DIESEL	ST	399.65
		AUTO FUEL/DIESEL	ST	219.36
		AUTO FUEL/DIESEL	SWR	132.72
		AUTO FUEL/DIESEL	SAN	2,133.59

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		AUTO FUEL/DIESEL	SAN 182.70
		WARRANT TOTAL	6,148.14
71746	AT & T	TELEPHONE	JUD 2.11
		TELEPHONE	EXE 1.06
		TELEPHONE	FIN 16.89
		TELEPHONE	LGL .53
		TELEPHONE	PLN .48
		TELEPHONE	ENG 13.72
		TELEPHONE	PD 35.88
		TELEPHONE	FD 6.34
		TELEPHONE	INSP 3.17
		TELEPHONE	LIB 4.22
		TELEPHONE	SWR 14.78
		TELEPHONE	SAN 6.34
		WARRANT TOTAL	105.52
71747	BANK OF AMERICA	SUPPLIES	FIN 208.15
		TRAVEL	PD 67.44
		MACHINERY & EQUIPMENT	PD 56.21
		REPAIR/MAINT-STREETS	ST 835.09
		MEALS/TRAVEL	SWR 436.03
		WARRANT TOTAL	1,602.92
71748	BARNETT IMPLEMENT CO. INC	REPAIR/MAINT-EQUIP & BLDG	CEM 25.21
		WARRANT TOTAL	25.21
71749	BANK OF AMERICA	BOOKS, PERIOD, RECORDS	LIB 115.77
		BOOKS, PERIOD, RECORDS	LIB 91.03
		WARRANT TOTAL	206.80
71750	BANK OF AMERICA	OFFICE SUPPLIES	FD 108.07
		OFFICE SUPPLIES	FD 116.85
		WARRANT TOTAL	224.92
71751	BANK OF AMERICA	SMALL TOOLS/MINOR EQUIP	IT 23.82
		SOFTWARE MAINT & SUPPORT	IT 237.96
		SOFTWARE MAINT & SUPPORT	IT 2,552.35
		WARRANT TOTAL	2,814.13
71752	BAY CITY SUPPLY	MACHINERY & EQUIPMENT	PD 37.21
		OPERATING SUP - CITY HALL	PK 131.72
		OPERATING SUP - CITY HALL	PK 318.32
		OPERATING SUP - HAMMER SQ	PK 206.24
		OPERATING SUPPLIES	SWR 125.18
		WARRANT TOTAL	818.67
71753	BLADE CHEVROLET	REPAIR/MT-SMALL TOOLS EQUIP	PK 127.54
		WARRANT TOTAL	127.54
71754	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD 229.71
		WARRANT TOTAL	229.71

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 04/13/2011 (Printed 04/07/2011 15:16)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71755	CASCADE NATURAL GAS CORP.	UTILITIES-COMMUNITY CTR	PK	128.83
		UTILITIES-SENIOR CENTER	PK	262.70
		UTILITIES-HAMMER SQUARE	PK	50.66
		UTILITIES - SHOP	PK	224.93
		PUBLIC UTILITIES	ST	54.57
		PUBLIC UTILITIES	ST	96.40
		PUBLIC UTILITIES	LIB	164.00
		PUBLIC UTILITIES	SWR	104.40
		PUBLIC UTILITIES	SAN	326.22
	WARRANT TOTAL			1,412.71
71756	CATAPULT HEAVY CONSTRUCTION	REPAIRS/MT-RIVERFRONT	PK	405.76
		WARRANT TOTAL		405.76
71757	CERTIFIED LABORATORIES	OPERATING SUPPLIES	ERR	212.48
		WARRANT TOTAL		212.48
71758	CITIES INSURANCE ASSOC.	REPAIR & MAINT - AUTO	PD	250.00
		MISC-JUDGMENT & DAMAGES	ST	1,000.00
		WARRANT TOTAL		1,250.00
71759	CODE PUBLISHING INC.	CODE BOOK	LGS	834.22
		CODE BOOK	LGS	383.25
		CODE BOOK	LGS	119.02
		WARRANT TOTAL		1,336.49
71760	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	PLN	82.95
		SUPPLIES/BOOKS	PLN	57.70
		SUPPLIES/BOOKS	PLN	25.24-
		SUPPLIES/BOOKS	PLN	14.39
		SUPPLIES/BOOKS	PLN	14.03
		SUPPLIES	ENG	82.95
		SUPPLIES	ENG	57.70
		SUPPLIES	ENG	25.25-
		SUPPLIES	ENG	14.39
		SUPPLIES	ENG	26.00
		OFF/OPER SUPPS & BOOKS	INSP	82.94
		OFF/OPER SUPPS & BOOKS	INSP	57.71
		OFF/OPER SUPPS & BOOKS	INSP	25.24-
		OFF/OPER SUPPS & BOOKS	INSP	14.39
		OFF/OPER SUPPS & BOOKS	INSP	14.03
		WARRANT TOTAL		443.45
71761	COMCAST	INTERNET SERVICES	IT	104.90
		WARRANT TOTAL		104.90
71762	COOK PAGING (WA)	TELEPHONE	FD	18.74
		WARRANT TOTAL		18.74
71763	CORRECTIONAL INDUSTRIES	SUPPLIES/BOOKS	PLN	90.25
		PROFES. SVCS. REIMBURSE	ENG	11.28
		WARRANT TOTAL		101.53

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 04/13/2011 (Printed 04/07/2011 15:16)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71764	HSBC BUSINESS SOLUTIONS	EMPLOYEE WELLNESS	EXE	116.75
		OFFICE/OPERATING SUPPLIES	PD	64.14
		WARRANT TOTAL		180.89
71765	DAHL ELECTRIC INC.	MAINT OF PUMPING EQUIP	SWR	706.60
		WARRANT TOTAL		706.60
71766	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	21.96
		SUPPLIES	FIN	21.96
		SUPPLIES/BOOKS	PLN	6.36
		SUPPLIES	ENG	6.36
		OFFICE/OPERATING SUPPLIES	PD	21.96
		OFF/OPER SUPPS & BOOKS	INSP	6.36
		WARRANT TOTAL		84.96
71767	DAY WIRELESS SYSTEMS INC	MACHINERY & EQUIPMENT	PD	159.41
		WARRANT TOTAL		159.41
71768	DEBT RECOVERY SPECIALISTS	UNAPPLIED CASH - SUSPENSE		233.98
		WARRANT TOTAL		233.98
71769	D.K. SYSTEMS INC.	REPAIR/MAINT-CITY HALL	PK	124.43
		REPAIR/MAINT-CITY HALL	PK	362.92
		WARRANT TOTAL		487.35
71770	E & E LUMBER	OPERATING SUP - PARKS SHOP	PK	16.32
		REPAIRS/MT-RIVERFRONT	PK	28.76
		REPAIRS/MT-RIVERFRONT	PK	20.02
		REPAIRS/MT-RIVERFRONT	PK	12.97
		REPAIRS/MT-RV PARK	PK	43.27
		REPAIRS/MT-COMMUNITY CTR	PK	31.94
		REPAIR/MT-MEMORIAL PARK	PK	6.91
		REPAIR/MT-MEMORIAL PARK	PK	18.75
		REPAIR/MT-MEMORIAL PARK	PK	7.28
		REPAIR/MT-HARRY OSBORNE	PK	8.45
		REPAIR/MAINT-LIBRARY	PK	45.17
		OPERATING SUPPLIES	CEM	10.86
		REPAIR/MAINT-STREETS	ST	12.77
		REPAIR/MAINT-STREETS	ST	5.94
		REPAIR/MAINT-STREETS	ST	247.00
		REPAIR/MAINT-STREETS	ST	234.55
		REPAIR/MAINT-STREETS	ST	104.79
		REPAIR-SAFETY EQUIPMENT	ST	53.94
		REPAIR/MAINT SIDEWALK(REET)	ST	38.78
		MAINTENANCE OF LINES	SWR	7.56
		MAINTENANCE OF LINES	SWR	7.56
		MAINT OF GENERAL EQUIP	SWR	23.76
		REPAIRS/MAINT-EQUIP	SAN	57.34
		REPAIRS/MAINT-BUILDING	SAN	55.79
		SMALL TOOLS & MINOR EQUIP	SAN	82.47
		WARRANT TOTAL		1,167.83

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 04/13/2011 (Printed 04/07/2011 15:16)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71771	ECOLAB	REPAIR/MT-SENIOR CENTER	PK	278.59
		REPAIR/MT-SENIOR CENTER	PK	102.03-
		WARRANT TOTAL		176.56
71772	EDASC	COMMUNICATIONS	EXE	315.00
		WARRANT TOTAL		315.00
71773	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	483.65
		WARRANT TOTAL		483.65
71774	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	FIN	44.71
		SUPPLIES/BOOKS	PLN	6.85
		SUPPLIES	ENG	6.85
		OFF/OPER SUPPS & BOOKS	INSP	6.85
		WARRANT TOTAL		65.26
71775	EMERGENCY MEDICAL PRODUCTS INC	SMALL TOOLS & MINOR EQUIP	FD	286.83
		WARRANT TOTAL		286.83
71776	FABER CRANE SERVICES LLC	EQUIPMENT RENTAL	SWR	503.13
		WARRANT TOTAL		503.13
71777	FRONTIER	TELEPHONE	PD	57.97
		TELEPHONE	FD	130.42
		TELEPHONE	PK	89.22
		PUBLIC UTILITIES-CITY HALL	PK	24.58
		TELEPHONE	CEM	65.24
		TELEPHONE	LIB	122.24
		TELEPHONE	SWR	256.48
		TELEPHONE	SAN	52.87
		WARRANT TOTAL		799.02
71778	GARDNER ELECTRONICS	REPAIR & MAINT - AUTO	PD	562.64
		WARRANT TOTAL		562.64
71779	GENERAL FIRE APPARATUS	OPERATING SUPPLIES	FD	29.16
		WARRANT TOTAL		29.16
71780	GRAINGER PARTS	MAINT OF GENERAL EQUIP	SWR	105.17
		WARRANT TOTAL		105.17
71781	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	190.24
		WARRANT TOTAL		190.24
71782	GUARDIAN SECURITY	MAINT OF GENERAL EQUIP	SWR	194.76
		WARRANT TOTAL		194.76
71783	GUYLINE CONSTRUCTION, INC	REPAIR/MAINTENANCE-LAND	CEM	32.46
		WARRANT TOTAL		32.46
71784	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	28.13
		MAINT OF GENERAL EQUIP	SWR	51.01

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWTR	516.94
		WARRANT TOTAL		596.08
71785	H & W EMERG VEHICLE SERV	REPAIRS/MAINT-EQUIP	FD	85.02
		WARRANT TOTAL		85.02
71786	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	135.00
		UTILITIES-PORTABLE TOILETS	PK	135.00
		WARRANT TOTAL		270.00
71787	HOW IT WORKS	COMMUNITY GRANT PROGRAMS	LIB	248.86
		WARRANT TOTAL		248.86
71788	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	330.00
		WARRANT TOTAL		330.00
71789	SUPERMEDIA LLC	BOOKS, PERIOD, RECORDS	LIB	125.47
		WARRANT TOTAL		125.47
71790	INTERWEST CONSTRUCTION INC.	CONST-SKAGIT PROJECT	AST	83,711.63
		WARRANT TOTAL		83,711.63
71791	JR'S RV REPAIR & REBUILD	REPAIRS/MAINT-EQUIP	SAN	49.11
		WARRANT TOTAL		49.11
71792	KARL'S PAINTS LLC	OPERATING SUP - CITY HALL	PK	94.10
		WARRANT TOTAL		94.10
71793	KCDA PURCHASING COOPERATIVE	SUPPLIES/BOOKS	PLN	17.67
		SUPPLIES/BOOKS	PLN	53.18
		SUPPLIES/BOOKS	PLN	8.06-
		SUPPLIES	ENG	17.67
		SUPPLIES	ENG	53.18
		SUPPLIES	ENG	8.06-
		OFF/OPER SUPPS & BOOKS	INSP	17.67
		OFF/OPER SUPPS & BOOKS	INSP	53.19
		OFF/OPER SUPPS & BOOKS	INSP	8.07-
		WARRANT TOTAL		188.37
71794	KENNEDY, RALPH	AUTO FUEL/DIESEL	SWR	60.01
		WARRANT TOTAL		60.01
71795	KROESEN'S INC.	REPAIRS/MAINT-EQUIP	FD	410.29
		WARRANT TOTAL		410.29
71796	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	319.00
		WARRANT TOTAL		319.00
71797	L.A. EXCAVATING & SELECTIVE LOGGING	MAINTENANCE OF LINES	SWR	1,920.04
		MAINTENANCE OF LINES	SWR	3,773.94
		MAINTENANCE OF LINES	SWR	1,444.47
		OTHER IMPROVEMENTS	SWR	3,212.34

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		10,350.79
71798	LEGACY TELECOMMUNICATIONS INC	REPAIRS/MAINT-EQUIP	FD	153.29
		REPAIRS/MAINT-EQUIP	FD	367.88
		MAINTENANCE CONTRACTS	SWR	1,532.82
		REPAIRS/MAINTENANCE	SWTR	153.29
		WARRANT TOTAL		2,207.28
71799	LOGGERS AND CONTRACTORS	REPAIR/MAINT-STREETS	ST	117.51
		MAINTENANCE OF VEHICLES	SWR	41.12
		OPERATING SUPPLIES	SWTR	78.66
		WARRANT TOTAL		237.29
71800	LOWELL, DAVID D.	ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		150.00
71801	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	966.01
		REPAIR/MAINT-STREETS	ST	2,544.97
		WARRANT TOTAL		3,510.98
71802	MISTER T'S AWARDS & EMB	SENIOR CRIME WATCH	EEX	81.15
		WARRANT TOTAL		81.15
71803	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	FD	120.39
		REPAIRS/MAINT-EQUIP	FD	85.90
		WARRANT TOTAL		206.29
71804	MOUNT VERNON, CITY LIBRARY	SUMMER READ PROGRAM	LIB	9.00
		WARRANT TOTAL		9.00
71805	MPH INDUSTRIES, INC.	MACHINERY & EQUIPMENT	PD	1,076.59
		WARRANT TOTAL		1,076.59
71806	MUNICIPAL EMERGENCY SVC	UNIFORMS	FD	337.38
		REPAIRS/MAINT-EQUIP	FD	25.00
		WARRANT TOTAL		362.38
71807	NELSON, PATSY	HEALTH CLUB	FIN	90.00
		WARRANT TOTAL		90.00
71808	NESHEIM, TERESA	HEALTH CLUB	FIN	90.00
		WARRANT TOTAL		90.00
71809	NEWMAN SIGNS INC	OPERATING SUPPLIES	ST	1,024.21
		WARRANT TOTAL		1,024.21
71810	NEXTEL COMMUNICATIONS	TELEPHONE	PD	398.80
		WARRANT TOTAL		398.80
71811	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	1,192.14
		REPAIR & MAINT - AUTO	PD	1,441.77
		WARRANT TOTAL		2,633.91

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71812	OASYS	OPERATING RENTALS/LEASES	FIN	624.70
		WARRANT TOTAL		624.70
71813	OFFICE DEPOT	SUPPLIES	FIN	112.78
		SUPPLIES	FIN	112.78
		SUPPLIES	ENG	43.20
		OFFICE/OPERATING SUPPLIES	PD	87.54
		OPERATING SUPPLIES	SWTR	17.95
		OPERATING SUPPLIES	SWTR	28.21
		WARRANT TOTAL		402.46
71814	OLIVER-HAMMER CLOTHES	OPERATING SUPPLIES	CEM	121.03
		SAFETY EQUIPMENT	ST	72.47
		OPERATING SUPPLIES	SAN	47.48
		OPERATING SUPPLIES	SAN	47.48
		WARRANT TOTAL		288.46
71815	OTTO ENVIRONMENTAL SYSTEMS	CONTAINERS	SAN	386.28
		WARRANT TOTAL		386.28
71816	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	194.79
		REPAIR & MAINT - AUTO	PD	59.51
		REPAIR/MT-SMALL TOOLS EQUIP	PK	723.62
		REPAIR/MAINTENANCE-EQUIP	ST	45.99
		REPAIRS/MAINT-EQUIP	SAN	134.98
		REPAIRS/MAINT-EQUIP	SAN	69.79
		REPAIRS/MAINT-EQUIP	SAN	662.48
		REPAIRS/MAINT-EQUIP	SAN	22.72
		REPAIRS/MAINT-EQUIP	SAN	25.97
		REPAIRS/MAINT-EQUIP	SAN	968.09
		REPAIRS/MAINT-EQUIP	SAN	1,258.73
		WARRANT TOTAL		4,166.67
71817	PARTSMASTER	MAINT OF GENERAL EQUIP	SWR	447.21
		OPERATING SUPPLIES	SWR	93.85
		SMALL TOOLS & MINOR EQUIP	SWR	192.32
		SMALL TOOLS & MINOR EQUIP	SAN	303.69
		WARRANT TOTAL		1,037.07
71818	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	64.72
		POSTAGE	LIB	1.56
		WARRANT TOTAL		66.28
71819	PROTECH AUTOMOTIVE	REPAIRS/MAINT-EQUIP	SAN	176.94
		WARRANT TOTAL		176.94
71820	PRINTSTREAMS	SUPPLIES	JUD	124.16
		WARRANT TOTAL		124.16
71821	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	17.40
		UTILITIES-RIVERFRONT	PK	155.10
		UTILITIES-HAMMER SQUARE	PK	216.29

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		UTILITIES-BINGHAM & MEMORIAL P	32.07
		UTILITIES - OTHER PK	29.05
		PUBLIC UTILITIES-MUSEUM PK	38.54
		PUBLIC UTILITIES-CITY HALL PK	185.45
		PUBLIC UTILITIES CEM	98.94
		PUBLIC UTILITIES ST	38.11
		PUBLIC UTILITIES SWR	258.64
		PUBLIC UTILITIES SAN	38.11
		WARRANT TOTAL	1,107.70
71822	PUGET SOUND ENERGY	PUBLIC UTILITIES PD	31.76
		REPAIRS & MAINTENANCE PD	9.93
		PUBLIC UTILITIES FD	12.08
		UTILITIES-RIVERFRONT PK	332.19
		UTILITIES-COMMUNITY CTR PK	372.21
		UTILITIES-SENIOR CENTER PK	338.46
		UTILITIES-TRAIN PK	42.23
		UTILITIES-HAMMER SQUARE PK	405.15
		UTILITIES-BINGHAM & MEMORIAL P	67.68
		UTILITIES - SHOP PK	69.43
		UTILITIES - SHOP PK	28.98
		UTILITIES - OTHER PK	9.93
		PUBLIC UTILITIES-CITY HALL PK	2,641.36
		PUBLIC UTILITIES CEM	80.00
		PUBLIC UTILITIES ST	12.42
		PUBLIC UTILITIES ST	177.47
		PUBLIC UTILITIES ST	85.98
		PUBLIC UTILITIES ST	230.32
		PUBLIC UTILITIES LIB	270.29
		ADVERTISING HOT	41.36
		PUBLIC UTILITIES SWR	10,435.81
		PUBLIC UTILITIES SAN	195.54
		PUBLIC UTILITIES SWTR	135.85
		WARRANT TOTAL	16,026.43
71823	REICHHARDT & EBE ENG, INC	ENG-SR20 WIDE METCALF-TOWN ART	18,975.10
		WARRANT TOTAL	18,975.10
71824	REMINISCE	BOOKS, PERIOD, RECORDS LIB	19.98
		WARRANT TOTAL	19.98
71825	RINDAL, BOB	HEALTH CLUB SAN	90.00
		WARRANT TOTAL	90.00
71826	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	60.72
		OPERATING SUPPLIES SWR	183.06
		WARRANT TOTAL	243.78
71827	SEAMS GREAT EMBROIDERY	UNIFORMS FD	181.78
		WARRANT TOTAL	181.78
71828	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINT - AUTO PD	19.45

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		OPERATING SUPPLIES	CEM	81.28
		REPAIR/MAINTENANCE-EQUIP	ST	79.02
		REPAIR/MAINTENANCE-EQUIP	ST	10.92
		REPAIR-SAFETY EQUIPMENT	ST	117.05
		OPERATING SUPPLIES	SWR	60.59
		OPERATING SUPPLIES	SAN	41.57
		OPERATING SUPPLIES	SAN	4.33
		WARRANT TOTAL		414.21
71829	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	14,841.50
		WARRANT TOTAL		14,841.50
71830	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	988.66
		MISC-FILING FEES/LIEN EXP	SAN	324.44
		OPERATING SUPPLIES	SWTR	58.10
		WARRANT TOTAL		1,371.20
71831	SKAGIT COUNCIL OF GOVERNMENTS	ENERGY CONSULTANT	EXE	2,000.00
		PROFESSIONAL SERVICES	SWR	2,000.00
		WARRANT TOTAL		4,000.00
71832	SKAGIT CO. DISTRICT COURT	DISTRICT COURT SURCHARGE	JUD	1,621.25
		WARRANT TOTAL		1,621.25
71833	SKAGIT CO. PUBLIC WORKS	USGS GAGE MAINTENANCE	ENG	1,000.00
		WARRANT TOTAL		1,000.00
71834	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	PD	114.66
		OPERATING SUP - RIVERFRONT	PK	24.86
		OPERATING SUP - RIVERFRONT	PK	25.95
		REPAIR/MAINTENANCE-EQUIP	ST	82.20
		WARRANT TOTAL		247.67
71835	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	298.90
		RECYCLING FEE - YARD WASTE	SAN	276.50
		WARRANT TOTAL		575.40
71836	SKAGIT RIVER STEEL	CONTAINERS	SAN	134.18
		CONTAINERS	SAN	478.58
		WARRANT TOTAL		612.76
71837	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	LGS	45.00
		OP SUPPLIES-CHEMICALS	SWR	30.00
		OTHER IMPROVEMENTS	SWR	370.00
		ADVERTISING	SAN	35.00
		WARRANT TOTAL		570.00
71838	SMILEY'S INC.	REPAIRS/MAINT-EQUIP	SAN	81.91
		WARRANT TOTAL		81.91

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71839	SOLID WASTE SYSTEMS, INC.	CONTAINERS	SAN	280.79
		WARRANT TOTAL		280.79
71840	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	40.03
		MISC-LAUNDRY	FD	10.82
		WARRANT TOTAL		50.85
71841	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	147.13
		OFFICE/OPERATING SUPPLIES	PD	104.08
		OFFICE SUPPLIES	FD	77.68
		WARRANT TOTAL		328.89
71842	SUNSET MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	49.00
		WARRANT TOTAL		49.00
71843	S & W ROCK PRODUCTS, INC.	REPAIRS/MAINTENANCE	PK	730.35
		REPAIRS/MT-RIVERFRONT	PK	837.12
		REPAIR/MT-METCALF BALL PARK	PK	1,168.56
		REPAIR/MT-METCALF BALL PARK	PK	331.44
		WARRANT TOTAL		3,067.47
71844	SWISSPHONE LLC	REPAIRS/MAINT-EQUIP	FD	59.05
		REPAIRS/MAINT-EQUIP	FD	50.00
		WARRANT TOTAL		109.05
71845	TIERNEY, MICHAEL B. P.S.	PROFESSIONAL SERVICES	SWR	68.00
		WARRANT TOTAL		68.00
71846	THIS OLD HOUSE MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	60.00
		WARRANT TOTAL		60.00
71847	TOMARK INC.	REPAIR/MT-METCALF BALL PARK	PK	353.17
		WARRANT TOTAL		353.17
71848	TRAIL ROAD SHELL	SUPPLIES & BOOKS	FD	7.63
		WARRANT TOTAL		7.63
71849	TRUE VALUE	MACHINERY & EQUIPMENT	PD	15.98
		MACHINERY & EQUIPMENT	PD	30.24
		OPERATING SUPPLIES	FD	30.29
		OPERATING SUP - CITY HALL	PK	21.63
		REPAIR/MT-SENIOR CENTER	PK	129.52
		REPAIR/MT-SMALL TOOLS EQUIP	PK	4.31
		REPAIR/MAINT-LIBRARY	PK	14.04
		OPERATING SUPPLIES	ST	54.61
		OPERATING SUPPLIES	SWR	22.26
		OPERATING SUPPLIES	SWR	2.29
		OPERATING SUPPLIES	SWR	.37
		OPERATING SUPPLIES	SWR	19.23
		OPERATING SUPPLIES	SWR	33.52
		REPAIRS/MAINT-BUILDING	SAN	77.64
		REPAIRS/MAINT-BUILDING	SAN	54.08

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIRS/MAINT-BUILDING SAN	54.08
		OPERATING SUPPLIES SAN	12.96
		OPERATING SUPPLIES SAN	21.55
		OPERATING SUPPLIES SAN	17.74
		WARRANT TOTAL	616.34
71850	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES SWR	42.05
		WARRANT TOTAL	42.05
71851	VALLEY JANITORIAL WHSE.	OPERATING SUP - RIVERFRONT PK	110.37
		OPERATING SUP - COMM CENTER PK	58.43
		WARRANT TOTAL	168.80
71852	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP FD	6.73
		REPAIR/MT-SMALL TOOLS EQUIP PK	32.46
		REPAIR/MT-SMALL TOOLS EQUIP PK	6.06
		REPAIR/MAINTENANCE-EQUIP ST	47.27
		REPAIR/MAINTENANCE-EQUIP ST	90.88
		REPAIR/MAINTENANCE-EQUIP ST	73.40
		REPAIR/MAINTENANCE-EQUIP ST	9.60
		REPAIR/MAINTENANCE-EQUIP ST	17.54
		MAINTENANCE OF VEHICLES SWR	11.31
		REPAIRS/MAINT-EQUIP SAN	35.25
		OPERATING SUPPLIES SAN	73.58
		OPERATING SUPPLIES SAN	154.72
		OPERATING SUPPLIES SAN	18.38
		OPERATING SUPPLIES SAN	27.29
		SMALL TOOLS & MINOR EQUIP SAN	152.51
		OPERATING SUPPLIES ERR	248.96
		WARRANT TOTAL	941.02
71853	VAN'S EQUIPMENT RENT. INC	EQUIPMENT RENTAL SAN	876.42
		WARRANT TOTAL	876.42
71854	VERIZON WIRELESS	TELEPHONE FIN	124.62
		TELEPHONE LGL	57.31
		TELEPHONE IT	57.31
		NEXTEL CELL PHONES	114.62
		NEXTEL CELL PHONES	14.08
		TELEPHONE PD	57.31
		TELEPHONE PD	559.15
		TELEPHONE PD	24.70
		TELEPHONE FD	129.03
		TELEPHONE FD	149.70
		TELEPHONE INSP	14.08
		TELEPHONE PK	179.38
		TELEPHONE CEM	15.53
		TELEPHONE ST	74.12
		NEXTEL CELL PHONES	186.16
		NEXTEL CELL PHONES SAN	153.96
		WARRANT TOTAL	1,911.06

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71855	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	PD	92.56
		INDUSTRIAL INSURANCE	PD	389.00
		INDUSTRIAL INSURANCE	PK	21.06
		WARRANT TOTAL		502.62
71856	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	162.00
		WARRANT TOTAL		162.00
71857	WA STATE PATROL	RENTAL TELETYPE	PD	660.00
		WARRANT TOTAL		660.00
71858	WA ST DEPT OF GENERAL ADM	PROFESSIONAL SERVICES	PD	50.00
		PROFESSIONAL SERVICES	FD	50.00
		PROFESSIONAL SERVICES	PK	50.00
		PROFESSIONAL SERVICES	SWR	50.00
		PROFESSIONAL SERVICES	SAN	50.00
		WARRANT TOTAL		250.00
71859	WASHINGTON STATE LIBRARY	INTERNET	LIB	363.15
		WARRANT TOTAL		363.15
71860	WASHINGTON NAFTO	TUITION/REGISTRATION	PD	50.00
		WARRANT TOTAL		50.00
71861	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	8,500.96
		WARRANT TOTAL		8,500.96
71862	WIDENER AND ASSOCIATES	ENG-SR20 WIDE METCALF-TOWN ART		280.00
		CONST-FRUIT MC MITIGATION		883.40
		WARRANT TOTAL		1,163.40
71863	WM. H. REILLY & CO.	MAINT OF GENERAL EQUIP	SWR	1,563.25
		WARRANT TOTAL		1,563.25
71864	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD	8.01
		POSTAGE	FD	11.33
		POSTAGE	FD	11.33
		OPERATING SUPPLIES	CEM	9.20
		REPAIR/MAINT-EQUIP & BLDG	CEM	110.47
		REPAIRS/MAINT-EQUIP	SAN	61.91
		OPERATING SUPPLIES	SAN	35.71
		OPERATING SUPPLIES	SAN	8.66
		WARRANT TOTAL		256.62
71865	WORLD BOOK DIRECT MARKET	BOOKS, PERIOD, RECORDS	LIB	44.40
		WARRANT TOTAL		44.40
71866	WSAMA	MISC-TUITION/REGISTRATION	LGL	240.00
		WARRANT TOTAL		240.00
71867	STRAATHOF, BRIAN	UNAPPLIED CASH - SUSPENSE		3,500.00
		WARRANT TOTAL		3,500.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
71868	THOMPSON, LINDSAY	GARBAGE/EXTRA TAGS	14.55
		WARRANT TOTAL	14.55
		RUN TOTAL	233,647.29

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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	43,446.59
101	PARK FUND	13,023.15
102	CEMETERY FUND	849.73
103	STREET FUND	9,650.91
104	ARTERIAL STREET FUND	103,850.13
105	LIBRARY FUND	1,943.93
108	STADIUM FUND	41.36
401	SEWER FUND	32,368.56
412	SOLID WASTE FUND	23,288.51
425	STORMWATER	989.00
501	EQUIPMENT REPLACEMENT FUND	461.44
621	SUSPENSE FUND	3,733.98
TOTAL		233,647.29

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DEPARTMENT	AMOUNT
001 000 011	1,471.49
001 000 012	2,238.48
001 000 013	2,513.96
001 000 014	1,446.59
001 000 015	297.84
001 000 017	2,976.34
001 000 018	330.88
001 000 019	310.56
001 000 020	1,428.69
001 000 021	10,826.61
001 000 022	19,368.07
001 000 024	237.08
FUND CURRENT EXPENSE FUND	43,446.59
101 000 076	13,023.15
FUND PARK FUND	13,023.15
102 000 036	849.73
FUND CEMETERY FUND	849.73
103 000 042	9,650.91
FUND STREET FUND	9,650.91
104 000 042	103,850.13
FUND ARTERIAL STREET FUND	103,850.13
105 000 072	1,943.93
FUND LIBRARY FUND	1,943.93
108 000 019	41.36
FUND STADIUM FUND	41.36
401 000 035	32,368.56
FUND SEWER FUND	32,368.56
412 000 000	14.55
412 000 037	23,273.96
FUND SOLID WASTE FUND	23,288.51
425 000 039	989.00
FUND STORMWATER	989.00
501 000 047	461.44
FUND EQUIPMENT REPLACEMENT FUND	461.44
621 000 000	3,733.98
FUND SUSPENSE FUND	3,733.98
TOTAL	233,647.29

APR 13 2011

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

CITY OF Sedro-Woolley
PROFESSIONAL SERVICES AGREEMENT
Insurance Broker

THIS AGREEMENT made and entered into on this _____ day of _____, 2010, by and between the **CITY OF Sedro-Woolley**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Wallace & Associates, hereinafter referred to as the "Contractor."

Contractor Business: Wallace & Associates

Contractor Address: P.O. Box 405 Burlington, WA 98233

Contractor Phone: (360) 755-0631

Contractor Fax: (360) 755-9389

Contact Name Glenn Ash

Contractor e-mail: glenn@wallace-insurance.com

Federal Employee ID No.: 91-0720427

Authorized City Representative for this contract:

WHEREAS, the City desires to engage the Contractor to provide Risk Management, Claim, and Insurance Brokerage Services for the City of Sedro-Woolley; and

WHEREAS, Contractor represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner; and

WHEREAS, Sedro-Woolley does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Contractor to provide the necessary services; and

WHEREAS, Contractor represents that it is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish the services to Sedro-Woolley; and

WHEREAS, funds for this purpose are authorized through Sedro-Woolley's budget appropriation;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Contractor.** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A – Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Contractor shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Contractor's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of the Agreement, then the Contractor expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Contractor.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Sedro-Woolley, belong to the City of Sedro-Woolley. Contractor retains any intellectual property rights in documents and intangible property

created by Contractor prior to engagement, or not created by Contractor for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by August 31, 2011.

4. **Compensation.**

A. The Contractor shall be paid by the City for Work and services which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Contractor shall be paid such amounts and in such manner as described in Exhibit B.

C. Contractor may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Contractor incurring the expense.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Thirty-Five Hundred Dollars (\$3,500).

5. **Method of Payment.**

A. To obtain payment, the Contractor shall (a) file its request for payment; (b) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (c) comply with all applicable provisions of this Agreement.

B. All requests for payment should be sent to

City of Sedro-Woolley

Attn: Eron Berg-City Supervisor

325 Metcalf Street

Sedro-Woolley, WA 98284

6. **Submission of Reports and Other Documents.** The Contractor shall submit all reports and other documents specified in Exhibit A. Contractor is specifically required to submit all information required in this Agreement not later than February 15 of each year. Said information shall be subject to review by the City, and if found to be unacceptable, Contractor shall correct and deliver to the City any deficient Work at Contractor's expense with all practical dispatch. Contractor shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Contractor ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (60) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Contractor (whether by fax, mail, delivery or other method reasonably calculated to be received by Contractor in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid in full. The Notice shall be sent by the United States Mail to Contractor's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Contractor actual notice in a timely manner, such as fax. The City does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by the authorized City representative for this contract, (b) be explicitly identified as a Change Order and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Contractor shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this paragraph, the Contractor hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Contractor (or its employees, agents, representatives subcontractors/subconsultants) relating to this Agreement. The Contractor shall not indemnify the City for Claims caused solely by the negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) the bodily injury or damage to property for which the Contractor is to indemnify the City is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City, then the Contractor's duty to indemnify shall be valid and enforceable only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Contractor specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Contractor recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Contractor employs or engages subconsultants or subcontractors, then Contractor shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

11. **Insurance.**

A. Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. **Workers' Compensation Insurance** as required by Washington law and **Employer's Liability Insurance** with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Contractor shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

2. **Commercial General Liability Insurance** on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$4,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. **Business Automobile Liability Insurance** in an amount not less than \$2,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. **Professional Errors and Omissions Insurance** in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Contractor providing

Professional Errors and Omissions Insurance, this paragraph may be stricken and initialed by both parties.

B. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

C. Upon written request to the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Contractor performing any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Sedro-Woolley, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

E. If the policy listed in paragraph 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This paragraph shall not apply if paragraph 11.A.4. above is stricken.)

F. Contractor certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Contractor, such types of insurance in the name of the Contractor, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the City for such cost.

12. Independent Contractor.

A. It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, and since the Contractor is an independent contractor, Contractor 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 (Workers' Compensation), and that the Contractor 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 Contractor, while engaged in the performance of any Work, shall be considered employees of only the Contractor and not employees of the City. The Contractor shall be solely liable for any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or Contractor, 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 Contractor's employees, while so engaged on any of the Work.

C. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees 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. Contractor 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 Contractor and as to all duties, activities and requirements by the Contractor in performance of the Work and Contractor 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.

13. **Employment.** The Contractor warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for the City's examination all of the Contractor's records and documents with respect to all matters covered by this Agreement and, furthermore, the Contractor will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement..

15. **State of Washington Requirement.** Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

16. **Compliance with Federal, State and Local Laws.** Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

17. **Waiver.** Any waiver by the Contractor 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.

18. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

19. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Contractor.

20. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

21. **Notices.**

A. Notices to the City of Sedro-Woolley shall be sent to the following address:

City of Sedro-Woolley

Attn: Eron Berg, City Supervisor, 325 Metcalf Street

Sedro-Woolley, WA 98284

B. Notices to the Contractor shall be sent to the following address:

Attn: Glenn Ash

P.O. Box 405

Burlington, WA 98233

22. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Skagit County.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first above written

	<i>CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.</i>
CITY OF Sedro-Woolley WASHINGTON	<i>Corporation</i> _____ [Contractor's Complete Legal Name]
By: _____ Mike Anderson, Mayor	By: _____ Typed/Printed Name: _____
_____	Its _____
Date _____	Date: _____
ATTEST:	

Eron Berg, City Supervisor	
Date: _____	
APPROVED AS TO FORM:	

Eron Berg, City Attorney	
Date: _____	

EXHIBIT A
SCOPE OF WORK

Exhibit A
Scope of Work

Assist the City with a quality Risk Management & Loss Control Program

- Advise the City on Risk Management and Loss Control issues as they arise. Work with the insurance pool personnel on Risk Management issues which need carrier input.
- Serve as a coordinator between insurance carrier, risk managers and the City.

Market the City's Insurance needs

- Assist with completion of documents necessary for the procuring of the City's insurance coverage.
- Solicit quotes from insurance carriers, which could include conventional insurance companies and risk sharing groups.
- Review available quotes and coverage's, and advise the City on the options available along with the options for short and long term implications.
- Analyze various options for insuring deductibles, self-insured retentions, and "no-insurance".
- Continually advise the City as to the state of the insurance market place or risk sharing groups and recommend insurance programs.
- Maintain all schedules and values for the City's properties along with assisting the City with establishing values for each. The schedules shall include Real and Personal Property, Vehicles, Mobile Equipment, and other Inland Marine Schedules as needed.

Assist the City with Claims Handling

- Submit completed claim reporting form for each claim to the risk management administration.
- On all first party claims, negotiate on behalf of the City with the adjuster assigned by the insurance carrier. Advise the City as to best possible settlement the City should expect to receive from the insurance carrier. Negotiate based on the plan of settlement agreed to by the City.
- If any claim generates any need for a claims review committee the Broker shall, at the City's request, serve on such a committee as an advisor to the City.
- In the event of third party claims, Broker will, at the City's request, advise the City from an insurance point of view and serve as a coordinator with claims adjusters, attorneys, and insurance carrier claims representatives.

Miscellaneous Services

- Obtain Certificates of Insurance.
- Review contracts and lease agreements regarding insurance requirements.
- Review all coverage forms and advise the City on coverage interpretations.
- Review any building plans for new or remodel construction and advise the City of changes needed to bring about the best possible insurance rate while also minimizing potential loss.
- Advise the City in coverage determinations.
- Perform any additional reasonable, related services and/or duties as may be needed during the term of this contract.

EXHIBIT B
COMPENSATION

Exhibit B

Compensation:

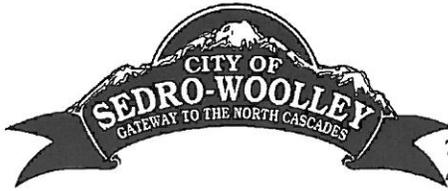
The City shall pay the Contractor a fixed sum of Thirty-Five Hundred Dollars a year (\$3,500.00).

EXHIBIT C
REIMBURSABLE EXPENSES

Exhibit C

Eligible Expenses:

No reimbursable expenses are allowed.



CITY COUNCIL AGENDA
REGULAR MEETING

APR 13 2011

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

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

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

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible bid award – Public Works Agreement Nos. 2011-PW-15 and 16
Hammer Heritage Square Wood Staining and Sealing Project**
DATE: March 21, 2011 (for Council action April 13, 2011)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement Nos. 2011-PW-15 for the Hammer Heritage Square Wood Staining and Sealing Project with Park Place Painting of Battle Ground, WA in the amount of \$3,562.40, including sales tax?

BACKGROUND/DISCUSSION

The city advertised for bids on February 4, 2011 under the MRSC Small Works Roster process for the Hammer Heritage Square Wood Staining and Sealing Project. The bid summary is attached. The low bidder was Kaplan Homes Unlimited LLC of Sedro-Woolley with a bid of \$2,047.54. Council on March 9, 2011 awarded the contract to Kaplan. Subsequently, Kaplan has been unable to obtain insurance meeting the city's requirements and has declined to execute the contract. As a result, we are substituting the second bidder, Park Place Painting of Battle Ground, WA for their bid price of \$3,562.40.

The city does not generally require bid bonds for limited small works roster public works bids, so no recourse is available against the original low bidder.

FINANCE

The work will be generally funded as follows:
107.000.076.576.xx.xx.xx Repair & Maintenance – Hammer Heritage - \$3,600

Agreements under \$10,000 generally fall under the City Administrator's signature authority.

MOTION:

Move to authorize Mayor Anderson to execute the attached Public Works Agreement Nos. 2011-PW-15 for the Hammer Heritage Square Wood Staining and Sealing Project with Park Place Painting of Battle Ground, WA in the amount of \$3,562.40, including sales tax.

Kaplan Homes Unlimited, LLC

412 Haines

Sedro Woolley, WA

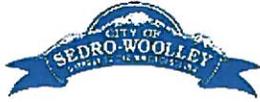
March 21, 2011

Dear Julie Rosario:

Please accept this notice of bid withdrawal for the Hammer Heritage Square Wood Staining and Sealing Project.

Sincerely,

Erin Kaplan



City of Sedro-Woolley

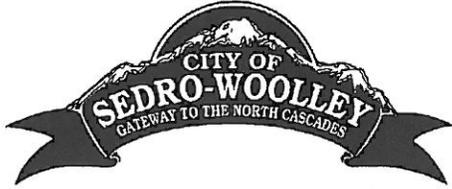
FINAL - BID SUMMARY

HAMMER HERITAGE SQUARE WOOD STAINING AND SEALING PROJECT

BID OPENING: FEBRUARY 24, 2011, 2:00 PM

RANK	COMPANY NAME	TOTAL BID AMOUNT	MRSC
1	Kaplan Homes Unlimited LLC, Sedro-Woolley, WA	\$ 2,047.54	Yes
2	Park Place Painting, Battle Ground, WA	\$ 3,562.40	Yes
3	Rick Tesarik's Painting Co., Sedro-Woolley, WA	\$ 3,989.33	Yes
4	Welch Meeds Construction Inc., Enumclaw, WA	\$ 4,046.68	Yes
5	Henifin Construction LLC, Bellingham, WA	\$ 4,133.24	Yes
6	Tumi Construction LLC, Federal Way, WA	\$ 4,582.70	Yes
7	Champion Landscaper.com LLC, Kent, WA	\$ 4,598.50	Yes
8	Onedurr Painting, Lakewood, WA	\$ 4,741.32	Yes
9	Saxon Painting LLC, Tacoma, WA	\$ 4,823.56	Yes
10	NI Painting and Construction Co., Bellevue, WA	\$ 4,941.49	Yes
11	Sound Home Construction, Mount Vernon, WA	\$ 5,769.22	Yes
12	Allied Contracting Services, Stanwood, WA	\$ 6,437.90	No
13	Stensrud Construction Services LLC, Kirkland, WA	\$ 7,465.80	Yes
14	Home & Garden Bldrs., Everson, WA	\$ 9,710.95	No
15	Upland Developers Inc., Ferndale, WA	\$ 9,935.13	Yes
16	Proftection Painting Inc., Maple Falls, WA	\$ 12,000.00	No
No Bid	Sabelhaus West Inc., Silverdale, WA	No Bid	Yes
No Bid	Profile Construction Inc., Bellingham, WA	No Bid	Yes

RECORDED BY: J. ROSARIO



CITY COUNCIL AGENDA
REGULAR MEETING

APR 13 2011

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

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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Bid Award
2011 Sanitary Sewer CIPP Project
Insituform Technologies, Inc.**

DATE: April 1, 2011 (for Council action April 13, 2011)

ISSUE:

Shall council move to award the 2011 Sanitary Sewer CIPP Project to Insituform Technologies, Inc. of Chesterfield, MO in the amount of \$152,490.59 (including sales tax)?

BACKGROUND:

On March 31, 2011, bids closed for the 2011 Sanitary Sewer CIPP Project. Four bids were received for the project. The Bid Tabulation prepared by our office is attached.

DISCUSSION:

This project is the latest in the yearly effort to rehabilitate sanitary sewer collection system lines to remove inflow and infiltration and to repair structural deficiencies.

The apparent low bidder is Insituform Technologies, Inc. of Chesterfield, MO with a bid of \$152,490.59 (including sales tax), which is 35.8% under the Engineer's Estimate. The other bids were 34%, 32.2% and 30.4% under the engineer's estimate respectively. Based on the final bid tabulation as attached we recommend award of the bid.

FINANCIAL:

Funds for this project are available from the Account 401 Other Improvements line item, budgeted at \$400,000. One additional contract is under design to rehabilitate lines not suitable for CIPP methods and to rehabilitate manholes separately budgeted at \$50,000.

ANALYSIS:

Sufficient funds are available to award, including a 5% construction contingency and a budget for construction engineering. The construction engineering will be handled in house by our engineering department.

MOTION:

Move to award the 2011 Sanitary Sewer CIPP Project to Insituform Technologies, Inc. of Chesterfield, MO in the amount of \$152,490.59 (including sales tax).



City of Sedro-Woolley
Bid Tabulation - FINAL
Bid Date: 3/31/2011

2011 SANITARY SEWER CURED-IN-PLACE PIPE (CIPP) PROJECT										Engineers Estimate		Insituform Technologies Inc 17988 Edison Avenue Chesterfield, MO 63005		Michels Corporation 1715 16th Street SE Salem, OR 97302		Planned and Engineered Construction Inc. 3400 Cenennial Drive Helena, MT 59601		Columbia Pumping & Construction Inc. 1005 S. Maitland Avenue Pasco, WA 99301	
BID ITEM	LENGTH OF SEWER MAIN CIPP	HOST PIPE DIA.	APPROX. DEPTH	SERVICES TO RE-OPEN	PROTRUDING TAPS TO REMOVE			APPROXIMATE LOCATION	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
LINE ID	LINEAR FEET	INCHES	FT	EA	EA	MATERIAL	SEE APPENDIX		\$/UNIT	\$	\$/UNIT	\$	\$/UNIT	\$	\$/UNIT	\$	\$/UNIT	\$	
1	MOBILIZATION	-	-	-	-	-	-		LS	20,000.00	20,000.00	12,000.00	12,000.00	8,800.00	8,800.00	8,500.00	8,500.00	2,500.00	2,500.00
2	P4-P3	307	18	10.2	-	-	-	Metcalf, BNSF xing	FT	60.00	18,420.00	74.00	22,718.00	61.00	18,727.00	60.00	18,420.00	80.00	24,560.00
3	M65-M54	333	8		9	-	-	Murdock/Puget alley	FT	40.00	13,320.00	24.00	7,992.00	25.00	8,325.00	30.00	9,990.00	27.05	9,007.65
4	M66-M65	404	8		8	3	VC//PCC/VC	Murdock/Puget alley	FT	40.00	16,160.00	24.00	9,696.00	25.00	10,100.00	30.00	12,120.00	25.97	10,491.88
5	M9-M2	502	8	12	14	1	PCC	Fidalgo/Jameson alley	FT	40.00	20,080.00	19.00	9,538.00	25.00	12,550.00	25.00	12,550.00	27.18	13,644.36
6	M10-M9	427	8	10.3	10	1	PCC	Fidalgo/Jameson alley	FT	40.00	17,080.00	19.00	8,113.00	25.00	10,675.00	25.00	10,675.00	26.51	11,319.77
7	M11-M10	462	8	8.3	15	-	-	Fidalgo/Jameson alley	FT	40.00	18,480.00	24.00	11,088.00	25.00	11,550.00	25.00	11,550.00	27.87	12,875.94
8	M12-M11	471	8	5.6	10	-	-	Fidalgo/Jameson alley	FT	40.00	18,840.00	24.00	11,304.00	25.00	11,775.00	25.00	11,775.00	26.18	12,330.78
9	M13-M12	466	8	6.1	12	2	VC	Fidalgo/Jameson alley	FT	40.00	18,640.00	19.00	8,854.00	25.00	11,650.00	25.00	11,650.00	26.86	12,516.76
10	M14-M13	450	8	6.7	12	-	-	Fidalgo/Jameson alley	FT	40.00	18,000.00	19.00	8,550.00	25.00	11,250.00	25.00	11,250.00	27.00	12,150.00
11	M70-M69	349	8		13	2	VC	Puget/Reed alley	FT	40.00	13,960.00	28.00	9,772.00	25.00	8,725.00	25.00	8,725.00	28.59	9,977.91
12	P62-P61	338	8		3	-	-	SR 20, Reed to Haines	FT	40.00	13,520.00	28.00	9,464.00	25.00	8,450.00	30.00	10,140.00	24.33	8,223.54
13	SIDE SEWER (PCC) PROTRUDING TAP REMOVAL								EA	345.00	1,035.00	205.00	615.00	250.00	750.00	200.00	600.00	350.00	1,050.00
14	SIDE SEWER (VC) PROTRUDING TAP REMOVAL								EA	345.00	2,070.00	205.00	1,230.00	265.00	1,590.00	150.00	900.00	350.00	2,100.00
15	FORCE ACCOUNT								EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
SUBTOTAL										\$	219,605.00	\$	140,934.00	\$	144,917.00	\$	148,845.00	\$	152,748.59
SALES TAX @ 8.2%										\$	18,007.61	\$	11,556.59	\$	11,883.19	\$	12,205.29	\$	12,525.38
TOTAL BID INCLUDING TAX										\$	237,612.61	\$	152,490.59	\$	156,800.19	\$	161,050.29	\$	165,273.97

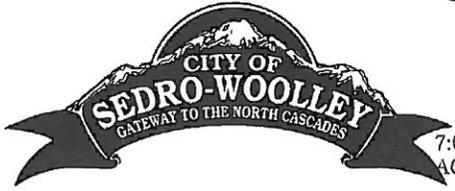
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CITY COUNCIL AGENDA
REGULAR MEETING

APR 13 2011

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 38

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

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

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Public Works Agreement No. 2011-PW-17 for
Miscellaneous Fencing Repairs**

DATE: April 1, 2011 (for Council action April 13, 2011)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement No. 2011-PW-17 with Guyline Construction, Inc. of Burlington, WA with a do not exceed amount of \$3,732.90?

BACKGROUND/DISCUSSION

The city advertised for bids for this contract on March 16, 2011. Bids closed on March 31, 2011, with three bids received. The bid tabulation is attached. The low bidder is Guyline Construction, Inc. of Burlington, WA.

FINANCE

101.000.076.576.80.48.01 Repairs/Maint – Riverfront Park	\$ 896
412.000.037.537.50.48.00 Repairs/Maintenance – Building, Solid Waste Dept	\$1,792
TOTAL	\$2,688

The bid was broken up into two schedules. Schedule 1 was for lump sum repairs at 12 locations, 4 at Riverfront Park and 8 at the Solid Waste facility. Schedule 2 was for a typical one day on-call service to repair fencing as needed. The budget shown above is for Schedule 1 only; any Schedule 2 work will be handled from existing Repairs/Maintenance budget items as appropriate.

MOTION:

Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2011-PW-17 with Guyline Construction, Inc. of Burlington, WA with a do not exceed amount of \$3,732.90.



City of Sedro-Woolley

FINAL - BID SUMMARY

Miscellaneous Chain Link Fencing Repairs

BID OPENING: March 31, 2011, 5:00 PM

RANK	COMPANY NAME	TOTAL BID AMOUNT	Fence Installer ST Hourly Rate	MARKUP RATE	MRSC
1	Guyline Construction Inc., Burlington, WA	\$ 3,732.90	\$ 44.00	24%	Yes
2	Moriarty Enterprises dba MOCON, Renton, WA	\$ 5,144.91	\$ 38.00	30%	Yes
3	Northwest Fence Inc., Bellingham, WA	\$ 6,427.08	\$ 22.97	20%	Yes

RECORDED BY: M. Freiburger, PE - April 1, 2011

AGREEMENT
BETWEEN
ECONOMIC DEVELOPMENT ASSOCIATION OF SKAGIT COUNTY
AND
CITY OF SEDRO-WOOLLEY

APR 13 2011

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

THIS AGREEMENT made and entered into by and between the City of Sedro-Woolley (hereinafter referred to as the City) and the Economic Development Association of Skagit County (EDASC) (hereinafter referred to as Provider) WITNESSES THAT:

WHEREAS, the City received significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues, and

WHEREAS, the City does not have the expertise or resources to adequately promote economic investment, and

WHEREAS, the provider is a nonprofit organization formed for the express purpose of promoting and attracting new business, expanding existing business and enhancing trade opportunities for all of Skagit County, and

WHEREAS, the Scope of Work included in this contract is consistent with the purpose and state law, and

WHEREAS, the City and the Provider are desirous of entering into a contract to formalize their relationship:

1. Services to be Provided by the Parties:

- a. The Provider shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work.
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

2. Scope of Work:

The Provider shall:

- a. Pro-actively market Sedro-Woolley to potential business and industry;
- b. Provide administrative and marketing services for special development projects identified by EDASC or solicited by the community, Sedro-Woolley or local associations;
- c. Establish and coordinate services, workshops, seminars and technical assistance associated with business development, business retention and international trade;
- d. Work with Sedro-Woolley businesses on expanding employment base and on business retention efforts;

e. Maintain an industrial site inventory for Sedro-Woolley that contains necessary information for potential businesses evaluating site locations.

3. Time of Performance:

All activities described under Scope of Work shall be conducted over the course of the current budget year, January 1, 2011 through December 31, 2011.

4. Consideration:

As consideration for services provided, as specified in paragraph 2, the City will reimburse the Provider the sum of \$2,000.00.

5. Relationship:

The City and Provider intend that an independent contractual relationship be created by this contract. Provider is not considered to be an employee of the City for any purpose and neither the Provider nor any employee of the Provider 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 workers compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that Provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

6. Suspension, Termination, and Close Out:

If the Provider fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed hereunder.

8. Assignability:

The Provider shall not assign any interest on this contract, and shall not transfer any interest on the contract (whether by assignment or novation), without prior written consent of the City.

9. Reports and Information:

The Provider, at such times as and in such form as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work of services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

10. Compliance With Local Laws:

The Provider shall comply with all applicable laws, ordinances, and codes of the state and local government and the Provider shall hold and save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

11. Audits and Inspections:

The City or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the contract by whatever legal and reasonable means are deemed expedient by the City.

12. Hold Harmless:

The Provider agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Provider's and its agents' negligent performance of work associated with this agreement.

This agreement contains all terms and conditions agreed to by the City and the Provider.

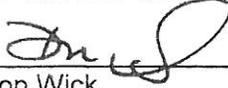
IN WITNESS WHEREOF, the City and the Provider have executed this contract agreement as of the date and year last written below:

CITY OF SEDRO-WOOLLEY:

Mike Anderson
Mayor of Sedro-Woolley

Date

**ECONOMIC DEVELOPMENT ASSOCIATION
OF SKAGIT COUNTY:**



Don Wick
Executive Director

10/8/10

Date

ATTEST:

City Clerk

APR 13 2011

AGREEMENT

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

This Agreement, entered into this 13th day of April 2011, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit Domestic Violence & Sexual Assault Services, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

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

1. City grants to Grantee the sum of \$1700.00 from the 2011 fiscal year budget.
2. Grantee shall use such funds to make available counseling, intervention, referral and residential services for battered persons and victims of rape who are residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

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

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Executive Director/President Skagit Domestic Violence & Sexual Assault Services PO Box 301 2121-B East College Way Mount Vernon, WA 98273

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

10. This agreement shall commence and be effective as of January 1, 2011, and shall expire on December 31, 2011.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SKAGIT DOMESTIC VIOLENCE &
SEXUAL ASSAULT SERVICES

Executive Director

APR 13 2011

AGREEMENT

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

This Agreement, entered into this 13th day of April, 2011, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Volunteers of America Western Washington {Grantee}.

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

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

1. City grants to Grantee the sum of \$1506.00 from the 2011 fiscal year budget.
2. Grantee shall use such funds to help pay for the cost of providing a Community Information Line Service to all residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, an such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

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

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

Grantee: Volunteers of America
PO Box 839
Everett, WA 98206-0839

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

10. This agreement shall commence and be effective as of January 1, 2011, and shall expire on December 31, 2011.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

VOLUNTEERS OF AMERICA
WESTERN WASHINGTON

Phil Smith
CEO, Volunteers of America
Western Washington

APR 13 2011

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

AGREEMENT

This Agreement, entered into this 13th day of April, 2011, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit County Community Action Agency, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding by the City; and

WHEREAS, City desires to provide proceeds from the 2011 fiscal year to Grantee to perform qualified services for City:

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

1. City grants to Grantee the sum of \$7,500.00 from the 2011 fiscal year budget.
2. Grantee shall use such funds to provide and maintain services to low income residents of the City, consisting of energy assistance, emergency food and shelter, health and other social services as necessary, within budget limitations.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

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

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

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

Grantee: Skagit County Community Action Agency
330 Pacific Place
Mount Vernon, WA 98273

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

10. This agreement shall commence and be effective as of January 1, 2011, and shall expire on December 31, 2011.

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

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SKAGIT COUNTY COMMUNITY
ACTION AGENCY

Executive Director

INTERLOCAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF LICENSING
AND

CITY COUNCIL AGENDA
REGULAR MEETING

APR 13 2011

CITY OF SEDRO-WOOLLEY

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

This Agreement is made and entered into by and between the State of Washington Department of Licensing, hereinafter referred to as "DOL," and the City of Sedro-Woolley, hereinafter referred to as "the City." DOL and the City enter into this Agreement pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

It is the purpose of this Agreement to authorize the DOL Master License Service, (hereinafter referred to as "MLS") to act as the City's agent for business licensing activities, and to ensure that the City retains its full, lawful, regulatory and approval authority over all business licensing activities within its jurisdiction. This Agreement may also be referred to as a "MLS City Partnership Agreement".

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

"*Confidential Information*" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.

"*Partner*" shall mean any city entering into a MLS City Partnership Agreement with DOL.

"*Personal Information*," shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records, financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.

"*RCW*" shall mean the Revised Code of Washington.

"*Subcontractor*" shall mean one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "*Third Party*" and "*Agents*" in this Agreement includes subcontractors

STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the *Statement of Work, Attachment A* attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement will begin on the date of final signature hereto, and end five (5) years thereafter, unless terminated sooner as provided herein.

COMPENSATION

Services identified in this Agreement are provided by DOL at no charge with the exception of the following:

The City agrees to reimburse DOL for any fees charged by financial institutions and/or credit card processors to handle the City's license fees collected by credit card and/or other electronic means, for the internet filing process of the City's licensees.

The City agrees to reimburse DOL the costs of developing and producing ad hoc informational reports if reports are requested by the City and agreed-upon by DOL.

The City shall reimburse DOL expenses for the implementation of changes to the MLS process, if requested by the City and agreed-upon by DOL.

All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

BILLING PROCEDURES

DOL shall submit any invoices as-needed, but in no event more often than monthly. Invoices shall be sent to the attention of:

Cheryl Brue, Accounts Payable Clerk
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone: 360-855-1661
Fax: 360-855-0730
Email: cbrue@ci.sedro-woolley.wa.us

Payment to DOL shall be made by warrant or account transfer by the City within thirty (30) calendar days of receipt of the invoice. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of each party, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Unless otherwise agreed, all books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, DOL Internal Auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

CONFIDENTIALITY

DOL maintains data that is required or shared by multiple regulatory agencies and other jurisdictions. This data is subject to various public disclosure laws regulating its protection and dissemination to third parties. In particular, much of the Master Application information may not be disclosed under RCW 82.32.330, RCW 51.16.070 and RCW 50.13.020. The Parties agree that all data provided or shared under this Agreement shall be governed by the public disclosure laws of the Department of Revenue, the Department of Labor and Industries, the Department of Employment Security and the Office of the Secretary of State. Information determined to be subject to public disclosure is written in the Washington State UBI Policies and Procedures Manual (<http://dor.wa.gov/Docs/Pubs/UBI/UBImanualComplete.pdf>). City's public disclosure laws shall also apply.

All requests to City or DOL for public information of data collected by DOL's Master License Service shall be guided by these laws and policies.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

MEMORANDUM OF UNDERSTANDING (MOU)

Instructions that either Contract Manager determines to address more than day-to-day concerns, but which do not modify the terms of this contract, shall be documented by a written, numbered *Memorandum of Understanding*.

TERMINATION

Either party may terminate this Agreement upon ninety (90) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 business days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint two additional members to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, any of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. The terms of this Agreement;
3. *Statement of Work*, Attachment A;
4. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising from it, is not assignable or delegable by any party in whole or in part, without the express prior written consent of the other parties.

WAIVER

A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by personnel authorized to bind the party and attached to the original Agreement.

RIGHTS OF INSPECTION

Each party shall provide right of access to the other party, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Agreement. Each party shall make available information necessary for the other party to comply with public's right to access, amend, and receive an accounting of any disclosure of their Confidential Information.

SUBCONTRACTING

With prior written consent, any party may enter into subcontracts for any of the work or services contemplated under this Agreement. Consent shall not be unreasonably withheld. The party issuing the subcontract is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end the provisions of this Agreement are declared to be severable.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Manager for the City is:	The Contract Manager for DOL is:
Patsy Nelson, Finance Director City of Sedro-Woolley 325 Metcalf Street Sedro-Woolley, WA 98284 Phone: 369-855-9925 Email: pnelson@ci.sedro-woolley.wa.us	Maria Moore Master License Service Department of Licensing PO Box 9034 Olympia, Washington 98507-9034 Phone: 360-664-1419 Fax: 360-570-7875 Email: mmoore@dol.wa.gov

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Contractor

State of Washington
 Department of Licensing

 Mike Anderson, Mayor

 Date

 Julie Knittle
 Assistant Director

 Date

Approved as to Form
Signature on File January 13, 2009
 Jerald Anderson, AAG Date

ATTACHMENT A STATEMENT OF WORK

The City Shall:

Agree to the exclusive use of the "Master Application" and any required addenda for the process of applying for a City business license, and the exclusive use of the "MLS Licenses and Registrations" document for proof of City business licensure. If additional forms are identified as necessary for the processing of City licensee accounts, their design, creation, or collection will be a cooperative effort between DOL and the City.

Agree to the exclusive use of the Unified Business Identifier (UBI) number in conjunction with the physical location identification number used by DOL in the identification of licensees and license accounts in all communications with DOL.

Maintain remote on-line inquiry and update access to the MLS Database. End-to-end testing will take place until such time as DOL is satisfied.

Accept responsibility for payment of all equipment, connection, access and maintenance charges related to the City's access into and use of the MLS Database.

Accommodate requirements for Master Application forms regardless of whether the transaction involves a City business license.

Ensure the timely availability to DOL of City Licensing and Information Technology staff. Staff will be knowledgeable of City operations and/or technology and be able to assist DOL staff with process improvements and/or troubleshooting.

Use commonly accepted security procedures to ensure that confidential information is not improperly disclosed.

Provide advance notice to DOL of potential changes to City business licensing requirements, fees or processes to allow DOL the timely implementation of changes into any electronic or automated systems or procedures related to the administration of City's business licensing.

Upon request by DOL, provide statistical data associated with the MLS City Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of City licensees, and change in revenue flow.

DOL Shall:

Create, produce, issue, accept, and process new and renewal applications for City business licenses. In doing so, DOL will collect, process and disburse the respective City business license fees and licensing information received from applicants and licensees.

Issue licensing documents (Master Licenses) for City business licensees.

Maintain and update the MLS Database to the best of its ability. DOL shall not be responsible for system down time or other delays to the receipt of information or errors in the compilation of such information.

Provide informational reports to the City of the City's business licensees. City staff will determine which reports best suit their needs and the frequency that reports are required. Reports may include but are not limited to: daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.

Provide services through Internet-based or paper-based licensing processes, depending on the needs of the City and the capability of DOL.

Design and implement modifications to the MLS Database and establish any related procedures and forms.

Provide technical assistance in establishing and configuring appropriate MLS Database access and ensuring security of access for City staff.

Provide training to City staff in the use of the MLS Database upon execution of Agreement. Provide ongoing training to accommodate system or staff changes. Training will be provided onsite at City location or via internet/telephone, as agreed between both parties.

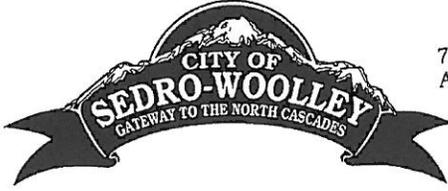
Notify the City of any changes anticipated to MLS processes or services as they become known, and mitigate the impacts that such changes may have upon the services provided.

Prepare any required computer system change request in coordination with the City, and place the request in a prioritized work queue for timely completion. DOL staff will be mindful of potential impacts to DOL and City Partners as a result of any proposed changes to the MLS process. DOL will assist City Partners in considering possible alternatives and determining the most feasible means of achieving the objective of a proposed change. DOL will review the proposed change with all City Partners potentially impacted and will attempt to reach consensus among all affected parties.

Microfilm or electronically image all paper documents submitted and maintain electronic representations of all filings completed via the Internet. DOL shall not maintain paper copies. The City will have access to information filed with DOL on paper or via the Internet through electronic access to the MLS Database. If the City requires a paper document, DOL will produce a copy from microfilm or electronic record. The copy will be certified, if required by the City.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 13 2011



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Nationwide Retirement Program
DATE: April 13, 2011

ISSUE: Should the Council authorize the City Supervisor to sign revised plan documents with Nationwide for administering our deferred compensation program?

BACKGROUND: The City offers employees access to a deferred compensation program which is administered by Nationwide. Primarily as a result of federal legislative changes, Nationwide has proposed amendments to its plan documents. According to their representative, these amendments must be incorporated into the plan documents by the end of this year, but they are already administering the plan in accordance with new federal rules.

Enclosed is a cover letter from Nationwide as well as the plan update acceptance form. The complete plan documents as well as the existing plan documents are available at City Hall if you are interested in reviewing them (they are in booklet format). The plan documents primarily address the relationship between plan participants (voluntary) and Nationwide. I don't see any reason why the City would not agree to modify the plan documents.

RECOMMENDATION: Motion to authorize the City Supervisor to sign the Plan Sponsor Signature Page.



Nationwide[®] Retirement Solutions

On Your Side[®]

Important Plan Sponsor Documents

As the administrative services provider to your deferred compensation plan, Nationwide is contacting you with this packaged letter to review and acknowledge the federal regulation changes within your current plans. Enclosed in this packet are one or more documents associated with your plan as well as a brief summary below. **Your plan name(s) and number(s) is listed below. If you have multiple plans, please feel free to make copies of the Plan Document as it applies to all of your plans.**

It is requested that you (or a person authorized to make elections for your plan) read through each document and notify us of your elections by returning the attached Plan Sponsor Signature Page no later than May 31, 2011. **It is required that we receive a response from you concerning these documents as some of the changes are required by law.**

Your Plan Name and Numbers

Entity Name	Entity Number
CITY OF SEDRO-WOOLLEY	30660001

As the Plan Sponsor, what do I need to do?

- Step 1:** Read plan documents.
- Step 2:** Sign self-addressed signature page.
- Step 3:** Return signature page by mail or fax by May 31, 2011.

Documents Enclosed

- **457(b) Governmental Plan Document** (Plan Document) requiring your action
- **Certificate of Participation and Disclosure Document** (Certificate) for your plan's variable annuity (information only)

■ Plan Documents

The **457(b) Governmental Plan Document** (Plan Document) is provided to you as a courtesy for use with your Plan. It is intended to comply with all required federal legislation regulations and issued guidance. The purpose of this restated document is to incorporate recent legislative and regulatory changes into the plan. Accepting it will act as a restatement of your plan. Government regulations require that your Plan Document incorporate the required provisions no later than December 31, 2011.

Please indicate your acceptance of this Plan Document as your restated plan effective for plan year beginning on January 1, 2011 on the Plan Sponsor Signature Page provided in this folder. Please contact your Nationwide Representative to discuss other options if you choose not to adopt it.

■ Certificate of Participation and Disclosure Document

The **Certificate of Participation and Disclosure Document** for your plan's variable annuity (Certificate) is provided by our affiliate, Nationwide Life Insurance Company (Nationwide Life). Nationwide Life is the issuer of the group annuity contract used with your plan. The Certificate contains important information about the operation of the annuity contract including its benefits, trading policies and restrictions, and relationships with mutual funds and other entities. Please read this Certificate carefully and retain it for future reference.

Your signature on the Plan Sponsor Signature Page will act as acknowledgment of your receipt.

Your options

1. If you choose to accept the changes to the Plan Document or make available Roth to your participants, **please complete the Plan Sponsor Signature Page, and return it to Nationwide by March 31, 2011 on behalf of the plan.**
2. If you chose to decline the Plan Document that includes federal regulated changes, please indicate where appropriate on the Plan Sponsor Signature Page and contact your Nationwide Representative to provide us with additional instructions regarding the plan document applicable to your Plan.

If you have questions about this information, please contact your Nationwide representative, or call 1-877- 496-1630 (Plan Sponsor Support Line).

You should also sign the Plan Document and retain it with your other important plan records. You may need to provide them to regulatory agencies including the IRS, or other interested parties. As the sponsor of the Plan you are responsible for maintaining its compliance with all federal and state laws and for reviewing and selecting the products and services offered to the Plan. *You should consult your attorney or tax advisor for specific answers to your questions about the appropriateness of these documents and the products and service offerings for your Plan.*

Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company have endorsement relationships with the National Association of Counties, The United States Conference of Mayors, and the International Association of Fire Fighters — Financial Corporation. More information about the endorsement relationships may be found online at www.nrsforu.com.

Nationwide Retirement Solutions, Inc. and its affiliates (Nationwide) offer a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. Nationwide may receive payments from mutual funds or their affiliates in connection with those investment options. For more detail about the payments Nationwide receives, please visit www.nrsforu.com.

Retirement Specialists are registered representatives of Nationwide Investment Services Corporation, member FINRA. In MI only: Nationwide Investment Svcs. Corporation.

Nationwide, Nationwide Bank, Nationwide Financial, the Nationwide framemark, and On Your Side are service marks of Nationwide Mutual Insurance Company.

© 2011 Nationwide Mutual Insurance Company

Plan sponsor use only

NRM-8312AO (01/11)



Nationwide® Retirement Solutions

a Nationwide Financial® company

Plan Sponsor Signature Page

My signature below represents that I have the authority of my Employer to act on behalf of the plan. I acknowledge receipt of a copy of the Certificate of Participation and Disclosure Document (Certificate). I understand that the Certificate replaces prior versions. I have read and understand the Certificate and will contact my Nationwide representative if I have any questions or concerns. In addition, my Employer's plan makes the following selections:

Plan Document — My Employer's plan has formally adopted the Plan Document, effective January 1, 2011, and directs Nationwide to administer in accordance with its terms. I understand that the Plan Document provides that Nationwide may propose future amendments to this plan and outlines a process by which my Employer may file objections. I acknowledge that any future amendments to this Plan Document, to which my Employer has not objected, will be deemed adopted with my consent and at my direction. I certify that the signature will apply to all plan(s) listed below.

If your Employer does not wish to adopt the Plan Document, please check the box below. A Nationwide representative will contact you to obtain additional information regarding the plan document applicable to your Employer's plan.

I do NOT wish to adopt the Plan Document.

Name of authorized signer

Date

Printed name of signer

Entity Name

Entity #

**RETURN THIS PAGE VIA FAX WITH YOUR SIGNATURE TO
NATIONWIDE AT 1-877-677-4329.**

Or, please send this self-addressed signature page via mail.

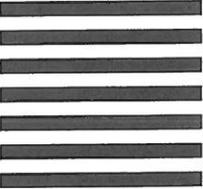
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NATIONWIDE RETIREMENT SOLUTIONS
ATTN: CLIENT MANAGEMENT PW-04-12
PO BOX 182797
COLUMBUS OH 43272-4227

POSTAGE WILL BE PAID BY ADDRESSEE

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 6 COLUMBUS OH



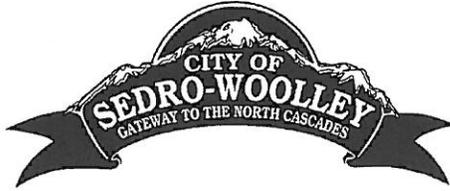
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



FOLD

CITY COUNCIL AGENDA
REGULAR MEETING

APR 13 2011



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

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: CPR Class Fee Resolution
DATE: April 13, 2011

ISSUE: Should the Council adopt the attached resolution establishing user fees for participants in the SWFD's public CPR classes?

BACKGROUND: The SWFD offers public CPR classes six times per year. This is a service that has been offered for close to ten years. Assistant Chief Olson estimates that approximately 60% of attendees are not city residents. He has also found that the class has a no-show rate of approximately 30%.

This resolution is intended to decrease the no-show rate and to create a user pays system. As drafted, Sedro-Woolley residents and employees of Sedro-Woolley businesses may attend the class for \$10.00; all others would pay \$20.00.

We recommend approval of this resolution.

RECOMMENDATION: Motion to adopt the attached resolution establishing user fees for participants in the SWFD's public CPR classes.

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING A FEE FOR ATTENDANCE TO THE
SWFD'S PUBLIC CPR COURSES**

WHEREAS, the Sedro-Woolley Fire Department has long offered free courses in CPR to the public;

WHEREAS, the classes cost the City money which the Council now believes should be paid for by the users of the training, especially in light of the budgetary issues facing the City today;

WHEREAS, revenue raised by property taxes and sales taxes are used to support his service and said revenue is paid by Sedro-Woolley property owners, residents and businesses;

WHEREAS, the SWFD reports that attendance is reduced as a result of the classes being offered for free because those who sign up have no investment; and

WHEREAS, the City Council now desires to establish a fee for attendance in those classes which will shift the bulk of the burden of costs for public CPR training from a general government expense to a user pays system; Now Therefore;

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-
WOOLLEY AS FOLLOWS:**

Section 1. The fee for attendance of the Sedro-Woolley Fire Department's public CPR classes is hereby established as follows:

For residents of Sedro-Woolley and businesses located within and licensed by Sedro-Woolley, including their employees, a fee of ten dollars (\$10.00) per participant.

For all others, a fee of twenty dollars (\$20.00) per participant.

Section 2. The code reviser is directed to codify Section 1 of this resolution in the Sedro-Woolley Municipal Code in a table format.

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

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

APR 13 2011

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

Proclamation
Challenging City of Sedro-Woolley Employees to be Good Energy Stewards
In Honor of Earth Day, April 22, 2011

WHEREAS, City of Sedro-Woolley adopted A Resource Conservation Management Policy March 25, 2009 directing responsible, efficient and financially prudent use of resources necessary for daily operations by all employees; and

WHEREAS, Earth Day, first celebrated April 22, 1970, is an opportunity to raise awareness and renew efforts for environmental responsibility and energy conservation; and

WHEREAS, Sedro-Woolley is one of nine local jurisdictions participating in a 3-year shared Resource Conservation Management (RCM) Program through the Skagit Council of Governments (SCOG) to save money and become more sustainable in the use of energy and other utilities necessary for the daily operations of our facilities; and

WHEREAS, Sedro-Woolley reduced its gross energy use for facility daily operations by 14.73% for the 2-year period January 2009 through December 2010; and

WHEREAS, The Resource Conservation Manager has challenged the nine participating jurisdictions to be Good Energy Stewards in honor of Earth Day 2011 by further reducing the use of energy utilities necessary for daily facility operations; and

WHEREAS, The Resource Conservation Manager will issue a News Release and issue Certificates of Recognition at a SCOG Board Meeting to each of the participating jurisdictions that reduces its energy use from May through August 2011 by 5% or more compared to the same period for 2010.

NOW THEREFORE BE IT PROCLAIMED,

City of Sedro-Woolley is committed to community leadership in the responsible use of natural resources; and

BE IT FURTHER PROCLAIMED, Sedro-Woolley is committed to fiscal responsibility in the use of energy and other utilities necessary for the daily operations of our facilities; and

BE IT FURTHER PROCLAIMED, Earth Day, April 22, 2011 is an opportunity to raise awareness and renew efforts for environmental responsibility and energy conservation; and

BE IT FURTHER PROCLAIMED, all City employees are challenged to be Good Energy Stewards in honor of Earth Day 2011 by further reducing the use of energy utilities necessary for daily facility operations; and

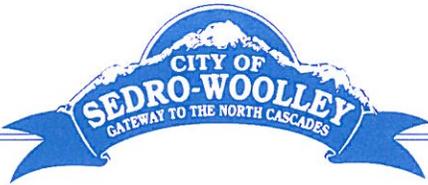
BE IT FURTHER PROCLAIMED, the City will give special recognition to individuals and/or Departments most successful at reducing energy utility usage necessary for daily operations, from May through August 2011 compared to the same period for 2010 based on data recorded by the Resource Conservation Manager.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2011.

MAYOR

APR 13 2011

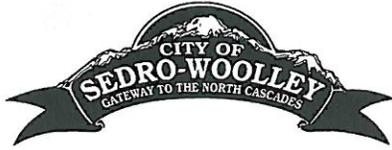
7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 5



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

**UNFINISHED
BUSINESS**



CITY COUNCIL AGENDA
REGULAR MEETING

APR 13 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: Sedro-Woolley City Council
Mayor Anderson

From: Jack Moore, 
Planning Director/ Building Official

Date: March 23, 2011

Subject: 2010 Comprehensive Plan Docket (2nd read)

ISSUES

1. Should the City Council adopt the proposed *Comprehensive Plan* amendments for 2010?
2. Should the City Council adopt the proposed *Sedro-Woolley Zoning Map* modifications to enact the 2010 *Comprehensive Plan* amendments?

PROJECT DESCRIPTION / HISTORY

The *City of Sedro-Woolley Comprehensive Plan* is a guiding policy for how the city will manage and/or address issues associated with growth and development in Sedro-Woolley. The Comprehensive Plan is a requirement of the State Growth Management Act, Chapter 36.70A RCW and addresses thirteen planning goals. The goals address: urban growth, reduce sprawl, transportation, housing, economic development, property rights, permits, natural resources, open space/recreation, environment, citizen participation, public facilities and service, and historic preservation.

The Sedro-Woolley Planning Commission has reviewed the 2010 Docket agenda and held public hearings for the Docket items. After the Planning Commission concluded its hearings process, they made the following recommendations as attached.

CPA-1-10 -- Update of the Schools section of the Capital Facilities Element

Planning Commission recommendation: **Approve** with amendments shown in Exhibit 1 of *Findings of Fact, Conclusions and Recommendations*.

CPA-2-10 -- Update of the Parks and Recreation Element

Planning Commission recommendation: continue review into 2011 – no action necessary at this time

CPA-3-10 – Update Comprehensive Land Use Map and Zoning Map to reflect rezone of recently annexed properties on Fruitdale Road

Planning Commission recommendation: **Approve** with revised maps shown in Exhibits 2 & 3 of *Findings of Fact, Conclusions and Recommendations*.

ATTACHMENTS

Planning Commission's *Findings of Fact, Conclusions and Recommendations* including proposed changes for CPA-1-10 and CPA-3-10

CITY COUNCIL ACTION OPTIONS

For each of the docket items, the City Council must decide whether the amendment should be approved, approved with modifications, or rejected. Specifically, the Council may:

1. Adopt the ordinance that includes the changes as recommended by the Planning Commission.
2. Refer the documents back to the Planning Commission for further review and modification of their recommendation.
3. Adoption of the ordinance with additional changes made by the City Council.
4. Reject the proposed changes.

PLANNING COMMISSION RECOMMENDATION

Make a motion to adopt ordinance _____ amending the Comprehensive Plan, Comprehensive Land Use Map and Zoning Map as part of the 2010 docket process.

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON AMENDING
THE COMPREHENSIVE PLAN, COMPREHENSIVE LAND USE MAP AND ZONING
MAP FOR THE CITY OF SEDRO-WOOLLEY**

WHEREAS, the City of Sedro-Woolley desired to amend the Sedro-Woolley Comprehensive Plan as part of the 2010 docket process; and

WHEREAS, the City of Sedro-Woolley established an on-going public participation process in accordance with RCW 36.70A.130(2) including the regular Planning Commission meetings, joint City Council and Planning Commission workshop(s), and Public Meetings to discuss proposed changes to the Comprehensive Plan; and

WHEREAS, several public hearings were conducted before the Sedro-Woolley Planning Commission between the dates of April 20, 2010 and December 21, 2010; and

WHEREAS, the environmental review of the updated Comprehensive Plan has been completed and a Determination of Non-Significance was issued on January 26, 2011; and

WHEREAS, the proposed amendments to the Comprehensive Plan have been submitted to the Washington State Department of Commerce and the required 60-day review period expired on March 14, 2011 without receiving comment; and

WHEREAS, the Planning Commission has reviewed the proposed update to the Comprehensive Plan as contained in this ordinance and made a recommendation to the City Council to adopt revisions to the Comprehensive Plan; and

WHEREAS, the Growth Management Act gives authority to Sedro-Woolley to update its Comprehensive Plan once per year in such a manner that all proposed amendments are considered by the governing body concurrently such that the governing body may evaluate their cumulative effect; and

WHEREAS, the 2010 Docket recommendations were first presented to the City Council on March 23, 2011; and

WHEREAS, the City Council finds that it is in the interests of the public health, safety and welfare to adopt the revisions to the Comprehensive Plan, Comprehensive Land Use Map and Zoning Map as set forth below;

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

Section 1. The City Council hereby adopts the Planning Commission *Findings of Fact* numbered 1 through 15 and 31 through 40, which were certified by the Planning Commission Chair on March 16, 2011, as the City Council *Findings of Fact*, as attached as Exhibit A.

Section 2. The School section of the *Capital Facilities Element* of the Sedro-Woolley Comprehensive Plan is hereby amended to read as set forth in the attached Exhibit 1 of the Planning Commission recommendations, which is adopted by reference.

Section 3. The Zoning Map as proposed by the Planning Commission is hereby adopted as the official *Zoning Map of the City of Sedro-Woolley*, and is attached as Exhibit 2 of the Planning Commission recommendations, which is adopted by reference.

Section 4. The Comprehensive Land Use Plan Map as proposed by the Planning Commission is hereby adopted as the official *Comprehensive Land Use Plan Map of the City of Sedro-Woolley*, and is attached as Exhibit 3 of the Planning Commission recommendations, which is adopted by reference.

Section 5. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

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

Mike Anderson, Mayor

Attest:

Patsy Nelson, Clerk/Treasurer

Approved as to form:

Eron Berg, City Attorney

Published _____

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

File #s – Requested by:

CPA-1-10 Sedro-Woolley School District

CPA-2-10 Sedro-Woolley Planning

CPA-3-10 Sedro-Woolley Planning

**2010 COMPREHENSIVE PLAN
AMENDMENT REQUESTS
– 2010 DOCKET –**

**PLANNING COMMISSION
FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

Description of proposed amendments to the Comprehensive Plan & Land-Use Map

Per the Growth Management Act (Chapter 36.70A RCW), changes to the Sedro-Woolley Comprehensive Plan may be considered no more than once per year. Amendments may be suggested by citizens, staff of elected officials. All proposed amendments to the Comprehensive Plan must be considered at one time. The list of proposed amendments is termed the “Docket.” Three proposals for Comprehensive Plan, Zoning/Land Use Maps and development regulation changes were requested for inclusion on the 2010 Comprehensive Plan Docket; one by the Sedro-Woolley School District and the other two by the City. All three items were Docketed and reviewed by the Planning Commission in accordance with State and local rules. Those three items on the 2010 Docket are described below. The second item on the 2010 Docket is not yet complete and is being continued on the 2011 Docket.

CPA-1-10 – Update of the Schools section of the Capital Facilities Element

This is the first of three proposed amendments to the Comprehensive Plan on the 2010 Docket. The Sedro-Woolley School District #101 (District) has requested that the District’s 2010 Capital Facilities Plan be adopted as part of the Sedro-Woolley Comprehensive Plan. The 2010 CFP includes a decrease in the school impact fees. The previous school impact fee was \$5,239 per single family unit and \$5,254 per unit for multifamily developments. Based on the District’s impact fee calculations in the 2010 CFP, the newly recommended impact fees are \$2,649 per single family unit and \$1,398 per multi-family unit. This amendment will require changes to Capital Facilities Element of the Comprehensive Plan. The City Council already passed a resolution amending Chapter 15.64 SWMC of the Sedro-Woolley Municipal Code (SWMC) adopting the lower impact fees in March of 2010. This action is to

update the District's Capital Facility Plan and formally adopt revised calculations supporting the impact fee reduction.

CPA-2-10 – Update of the Parks and Recreation Element

The Sedro-Woolley Planning Department (Planning) requested that the Parks and Recreation Element of the Sedro-Woolley Comprehensive Plan be updated in anticipation of the required 2012 deadline to update each of the elements of the Comprehensive Plan. Per the GMA, the comprehensive Plan must be updated by 2012; individual elements or the Plan in its entirety may be adopted prior to the 2012 deadline. The Parks and Recreation Element was last updated in 2005.

The Planning Commission did not complete its review of the Parks and Recreation Element in 2010, thus has requested to remove close file CPA-2-10 and resume the review of this element as part of the 2011 Docket. By closing the 2010 file, the City Council may take final action on the other two items on the 2010 Docket (CPA1-10 and CPA-3-10) without waiting for file CPA-2-10 to be completed.

CPA-3-10 – Non-site specific Rezone – Fruitdale Road Annexation Area

The City of Sedro-Woolley recently completed an annexation of 43.39 acres of land on the east side of Fruitdale Road, north of State Route 20 and west of the Northern State Recreation Area. The annexation became official on September 15, 2010. In response to requests by some property owners to review the overall zoning of the area, the City placed the request on the 2010 Comprehensive Plan review docket. The area was annexed into the City under the Residential-5 zoning designation. A request to rezone part of the newly annexed area as Residential-7 was received with the original annexation request, and during the public meetings held as a requirement of the annexation process, further discussions to designate some properties in the area as Mixed Commercial or Industrial were also raised. This update will require changes to the City Zoning Map and the Comprehensive Land-Use Map.

Planning Commission Finding of Fact

Conformance with Growth Management Act (GMA)

1. On December 9, 2009, December 23, 2009, January 6, 2010, and January 20, 2010, the City of Sedro-Woolley advertised in the Skagit Valley Herald that the deadline for accepting applications and proposals for Land Use Plan and Zoning Map Amendments or text amendments to the City's development regulations will be January 29, 2010.
2. No requests for Land Use Map, Zoning Map or Comprehensive Plan amendments were received from the public at-large. The Sedro-Woolley School District submitted one Comprehensive Plan amendment proposal.

3. On March 24, 2010 the City Council reviewed the three items that were proposed for inclusion on the 2010 Comprehensive Plan Docket. The City Council decided to place all three items on the 2010 Docket. The City Council directed the Planning Commission to hold public hearings on the Docket items and make recommendations for the Council to consider.
4. Per RCW 36.70A.106, notice of the proposed zoning and Comprehensive Plan amendments were sent to the Washington State Department of Commerce (COMM) for 60-day review on January 13, 2011. The review period expired March 14, 2011 and no COMM comments were received.
5. A SEPA DNS for the 2010 Docket was issued on January 26, 2011.

CPA-1-10 – Update of the Schools section of the Capital Facilities Element of the Comprehensive Plan

6. The Sedro-Woolley School District #101 (District) requested that the Sedro-Woolley Comprehensive Plan be updated to include the District's 2010 Six Year Capital Facilities Plan (CFP). The CFP is included in the Capital Facilities Element of the City's Comprehensive Plan. The version being replaced was adopted by the District in 2007 and the City adopted as part of the 2008 Comprehensive Plan update cycle. The request was given the file number CPA-1-10.
7. Comprehensive Plan amendment request #CPA-1-10 was accepted as administratively complete on March 17, 2010.
8. The CFP uses projected population increases to extrapolate student enrollment changes over a six year period. The existing school facilities capacities are inventoried and compared with the projected increase in enrollment to determine the amount of new capital facilities that will be necessary to accommodate new development. The cost to make those improvements is calculated and applied to the number of new residential units expected, resulting in an impact fee per new unit.
9. The District's CFP found that enrollment projections will be lower than anticipated in the 2007 CFP, therefore the school impact fee calculations have changed. The old impact fees for new development were calculated at \$5,239 per single family unit and \$5,254 for units in multi-family developments. Local jurisdictions are allowed by state statutes to reduce the amount of the proposed impact fee as the jurisdiction sees fit, but may not charge more than the value shown necessary to accommodate attendance increases reasonably related to new development. These values include a 25% discount to mitigate the cost to users (the 2007 values before the discount are 6,985 and \$7,006). The 2010 CFP revised those values to \$2,649 and \$1,398 including the 25% discount.
10. The City Council recognized the reduction in school impact fees in March of 2010 and passed Ordinance 1672-10 to reduce the school impact fees found in Chapter 15.64 SWMC to \$2,649 for single family units and \$1,398 for multi-family units. The current proposal is to officially adopt the District's CFP that fully supports the lowered impact fee rates as well as the District's anticipated enrollment and capital facilities improvement projects.
11. On March 24, 2010 the City Council reviewed the items on the 2010 Comprehensive Plan Docket. CPA-1-10, a proposal to update the schools section of the Capital Facilities Element of the Sedro-Woolley Comprehensive Plan, was on that Docket.

12. On April 10, 2010, in compliance with Chapters 17.60 and 2.90 SWMC, notice of an April 20 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. No public comments on the proposed amendments to the Capital Facilities Element of the Comprehensive Plan were received in advance of the hearing.
13. On April 20, 2010 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. A staff report dated April 20, 2010 was submitted to and reviewed by the Planning Commission prior to the public hearing. The staff report was also available to the public ahead of the hearing date.
14. At the hearing staff presented the background concerning the proposed Comprehensive Plan amendments and made a recommendation that the Planning Commission recommend approval of the proposed amendment to the City Council.
15. After discussion the proposal, the Planning Commission made a motion to approve the amendments to the Capital Facilities Element as shown in Exhibit 1. The motion passed 6-0.

CPA-2-10 – Updates to the Parks and Recreation Element of the Comprehensive Plan

16. The Planning Commission has been working on issues related to parks and recreation since early 2010. Many of those issues are related to the development code (SWMC) and not the Parks and Recreation Element of the Comprehensive Plan. However, the Comprehensive Plan and the development regulations are closely tied, thus no significant changes to the SWMC regarding parks are possible without reviewing and revising Parks and Recreation Element of the Comprehensive Plan. Major revisions to the rules for parks may require amendments to the Comprehensive Plan.
17. The Planning Department included a request to amend the Parks and Recreation Element of the Comprehensive Plan on the 2010 Docket to facilitate the Planning Commission's work on park issues. The Element was last updated in 2005 and is required to be updated by December 1, 2012; the timing of the update is both necessary and ideal.
18. Comprehensive Plan amendment request #CPA-2-10 to update the Parks and Recreation Element of the Comprehensive Plan was accepted as administratively complete on March 17, 2010.
19. On March 24, 2010 the City Council reviewed the items on the 2010 Comprehensive Plan Docket. CPA-2-10 was on that Docket.
20. On May 9, 2010, in compliance with Chapters 17.60 and 2.90 SWMC, notice of a May 18, 2010 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. No public comments on the proposed amendments to the Parks and Recreation Element of the Comprehensive Plan were received in advance of the hearing.
21. On May 18, 2010 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. A staff report dated May 18, 2010 was submitted to and reviewed by the Planning Commission prior to the public hearing. The staff report was also available to the public ahead of the hearing date. At the hearing, staff reviewed the existing Parks and Recreation Element and made a recommendation that the Planning Commission review the existing element, hold multiple open meetings to receive public input and propose amendments for the City Council to consider later in the year. The Planning Commission proposed preliminary recommendations to the

- existing text of the Parks and Recreation Element. No members of the public spoke at the hearing.
22. The City Council held a joint workshop with the Planning Commission on June 1, 2010. Among items discussed at that workshop was the direction of the Parks and Recreation Element update. The Council provided recommendations for the Planning Commission to consider in its ongoing update process.
 23. On June 5, 2010, notice of a June 15 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. No public comments on the proposed amendments to the Element were received in advance of the hearing. The Planning Commission was still actively gathering comments and data, thus no major revisions were proposed by staff ahead of this hearing.
 24. At the June 15, 2010 Planning Commission hearing, the Planning Commission discussed further possible amendments to the Element. No members of the public made comments.
 25. The Planning Commission took a break from working on the Parks and Recreation Element while it focused on associated (but separate) project concerning development standards for private parks – recreation areas within subdivisions and multi-family developments. The Planning Commission made several recommendations to the City Council for revisions to the development standards for private parks and it was necessary to await the result of those proposed changes before continuing with the Parks and Recreation Element update.
 26. The Planning Commission resumed work on CPA-2-10 at its November 16, 2010 meeting. Notice of the hearing was published in the Skagit Valley Herald. No members of the public submitted written comments ahead of the hearing, nor were there any public comments at the hearing. Further hearings were scheduled for December 21, 2010.
 27. On December 10, 2010, notice of a December 21 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. No public comments on the proposed amendments to the Element were received in advance of the hearing.
 28. Using the input from the Planning Commission, City Council and the public at the earlier hearings and workshops, staff proposed additional changes in a memo dated December 21, 2010. That memo was available for public review ahead of the December 21 hearing. No members of the public commented on the issue at that meeting.
 29. At the December 21, 2010 Planning Commission hearing, the Planning Commission discussed further possible amendments to the Element. No members of the public made comments.
 30. Because the Planning Commission believes there is more work to be done on the Parks and Recreation Element, the topic is being added to the 2011 Comprehensive Plan Docket. This action allows the 2010 Docket cycle to be closed and the other items on the 2010 Docket to be acted on by the City Council. The Planning Commission will resume working on the Parks and Recreation Element in 2011.

CPA-3-10 – Area-wide rezone for area recently annexed into northeastern portion of City

31. On September 15, 2010 Ordinance 1678-10, a 43.39 acre annexation – referred to as the Fruitdale Road/ Earles Annexation – went into effect. During the annexation hearings

process, the annexation initiator and other property owners within the annexation area expressed a desire to upzone the land from the Residential-5 zoning designation under which the land was annexed. Several potential zoning designations were desired, including Residential-7, Mixed Commercial or possibly Industrial.

32. The annexation was anticipated and the desire for rezoning was known prior to the presentation of the 2010 Docket to the City Council in March, and therefore was included on the 2010 Docket. The rezone affects a dozen properties and property owners, as well as many more neighboring properties, thus the action was considered an area-wide rezone, and is sponsored by the City instead of any specific property owner(s). Comprehensive Plan amendment #CPA-3-10 was accepted as administratively complete on March 17, 2010.
33. On March 24, 2010 the City Council reviewed the items on the 2010 Comprehensive Plan Docket. CPA-3-10 was on that Docket.
34. On September 7, 2010, in compliance with Chapters 17.60 and 2.90 SWMC, notice of an September 21 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. No written public comments on the proposed goals and policies formatting changes to the Comprehensive Plan were received in advance of the September 21, 2010 hearing.
35. On September 21, 2010 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. A staff report dated September 21, 2010 was submitted to and reviewed by the Planning Commission prior to the public hearing. The staff report was also available to the public ahead of the hearing date.
36. At the hearing staff presented on overview of the annexation history, the background of the rezoning proposal and the potential advantages and impacts of an upzone. Staff made a recommendation that the Planning Commission recommend the rezone proposed in the September 21 staff report for the City Council to consider. That rezone included changing roughly the northern half to Residential-7 and changing the roughly southern half of the area to Mixed Commercial.
37. One property owner spoke in support of rezoning his property as Residential-7, and explained his desire to build a clustered development of 20 duplexes on the developable portion of his 9.6 acres of land. The Planning Commission did not make a recommendation at the September meeting; the issue was continued until the next Planning Commission meeting on October 19, 2010.
38. On October 8, 2010, notice of the October 19 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. One written comment opposing the proposed rezone (supporting the current Residential-5 zoning) was received in advance of the hearing.
39. At the October 19, 2010 Planning Commission hearing, the Planning Commission continued its discussion of the proposed rezone. During the Planning Commission meeting, but prior to the public hearing time for CPA-3-10, the property owner who had spoken at the previous hearing spoke to say that he wishes duplexes to be allowed without limits in the Residential-7 Zone so he follow through with a plan to develop his property with duplexes.
40. The Planning Commission concluded its discussion of CPA-3-10 and made a motion to recommend the proposed changes to the Comprehensive Land Use map and Zoning Map as shown in Exhibits 2 & 3. The motion carried 5-0.

Planning Commission Recommendations

CPA-1-10 – Update of the Schools section of the Capital Facilities Element of the Comprehensive Plan

Based on the findings of fact and information submitted to the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Schools section of the Capital Facilities Element of the Comprehensive Plan as shown in Exhibit 1.

CPA-2-10 – Update of the Parks and Recreation Element of the Comprehensive Plan

Planning Commission closed this file and will resume review of the Parks and Recreation Element as part of the 2011 Docket. No amendments to the Parks and Recreation Element are recommended at this time.

CPA-3-10 – Non-site specific Rezone – Fruitdale Road Annexation Area

Based on the findings of fact and information submitted to the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Zoning Map and Comprehensive Land-Use Map (Appendix A to the Comprehensive Plan) as shown in Exhibits 2 and 3.

EXHIBITS

- Exhibit 1 – Recommended amendments to the Capital Facilities Element of the Sedro-Woolley Comprehensive Plan to include a new Sedro-Woolley School District #101 six-year Capital Facilities Plan. File CPA-1-10.
- Exhibit 2 – Recommended amendments to the City Zoning Map. File CPA-3-10.
- Exhibit 3 – Recommended amendments to the Comprehensive Land Use Map. File CPA-3-10.

CERTIFICATION



Rick Judd, Planning Commission Chairman

3-16-11

Date

**Sedro-Woolley
School District #101**

**Capital Facilities Plan
2010**

**Sedro-Woolley School District
801 Trail Road
Sedro-Woolley, WA 98284
(360) 855-3500**

**Adopted February 22, 2010
By the Board of Directors**

EXHIBIT 1

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APPENDIX C – Impact Fee Calculations

I. INTRODUCTION

The purpose of this Capital Facilities Plan is to provide a verifiable estimate of the present and future construction and capital facilities needs for the Sedro-Woolley School District No. 101 (“District”), and the basis for requesting the imposition of school impact fees by Skagit County, the City of Sedro-Woolley, the City of Mount Vernon, and the towns of Lyman and Hamilton. This Capital Facilities Plan contains all elements required under Washington’s Growth Management Act (the “GMA”).

Documenting the statutory and District requirements are essential for the planning of capital facility improvements, expansions, and new construction. Such criteria can provide information needed in making major decisions. The information can be used to accomplish the following:

1. Demonstrate the need for capital facilities and the costs required to administer, plan, and construct them in the most cost effective manner;
2. Identify the annual budget necessary for District operations;
3. Identify available sources of revenue; and
4. Demonstrate the District’s financial position in order to obtain better ratings on bond issues.

State law requires school districts to document their long-range construction and modernization needs within strict guidelines for State assistance in funding capital improvements. Moreover, the GMA requires counties of a certain size and the cities in these counties to prepare comprehensive plans. Such jurisdictions are required to develop a capital facilities plan as a component of these comprehensive plans. While the GMA does not specifically require school districts to adopt capital facilities plans, a district must prepare a capital facilities plan that is adopted as part of a city’s or county’s comprehensive plan in order to receive school impact fees under the GMA. This Capital Facilities Plan will be used to coordinate the District’s long-range facility needs with the comprehensive planning process under the GMA for the City of Sedro-Woolley, the City of Mount Vernon, the Town of Lyman, the Town of Hamilton, and Skagit County.

It is expected that this Capital Facilities Plan will be amended on a regular basis to take into account changes in the capital needs of the District and changing enrollment projections. The fee schedules will also be adjusted accordingly.

The District’s 2009 permanent capacity was 4,066, and the full-time equivalent October 1 enrollment for 2009 was 4,074. Enrollment projections indicate that there will be 4,188 FTE students enrolled in the District in the fall of 2014 (see Section IV.A).

II. STANDARD OF SERVICE

The District uses the following ratios of teachers-to-students to meet their education objectives for program planning:

Elementary (Preschool - grades 6th)	21
Middle School (grades 7th - 8th)	25
High School (grades 9th - 12th)	26

These ratios are used for determining educational program capacity in existing schools and for the planning of new school facilities.

At the elementary level, the educational program capacity can generally be determined by taking the number of elementary classrooms available District-wide and multiplying by the teacher-to-student ratio (21) for a total count of elementary student capacity.

At the middle school level, different variables are considered in order to calculate the practical capacity of the facility. These factors include the following: students move between classes four periods per day, teachers use their classes one period per day as teacher preparation time, and six core subjects are required each semester, including math, language arts, reading, science/health, social studies, and physical education.

The facility capacity for the high school takes into consideration that both teachers and students move between classes and that the course structure for the high school students has many variables. Required course work must be completed prior to graduation, but there is a great deal of flexibility as to when classes may be taken. The base requirements are as follows:

Credits	Subject
0	Cumulating Project
4	English
3	Mathematics
3	Social Studies
3	Science
1	Occupational Education
2	Physical Education
1	Health
1	Fine Arts
1	Communications
1	Digitools
<u>11</u>	<u>Electives</u>
31	Total

Space needs in all school buildings, particularly at the middle and high school levels, include libraries, gymnasiums, areas for special programs and classes, teacher planning space, and other core facilities.

III. INVENTORY OF EXISTING FACILITIES

The following chart summarizes the District's inventory of instructional facilities. The District currently has permanent capacity for 4,066 students.

Instructional Facilities

Facility	Square Footage	Location	Classrooms ¹	Student Capacity ²
Sedro-Woolley High School	187,612 sq. ft.	1235 Third Street Sedro-Woolley, WA 98284	52(1)	1,325
Cascade Middle School	81,253 sq. ft.	201 North Township Sedro-Woolley, WA 98284	28(2)	625
Central Elementary	44,100 sq. ft.	601 Talcott Sedro-Woolley, WA 98284	19(1)	399
Evergreen Elementary	58,110 sq. ft.	1111 McGarigile Road Sedro-Woolley, WA 98284	26(1)	546
Mary Purcell Elementary	40,450 sq. ft.	700 Bennett Sedro-Woolley, WA 98284	15(5)	315
Clear Lake Elementary	31,510 sq. ft.	2167 Lake Avenue Clear Lake, WA 98235	9(4)	189
Big Lake Elementary	20,780 sq. ft.	1676 Highway 9 Mount Vernon, WA 98273	8(2)	168
Samish Elementary	23,775 sq. ft.	2195 Highway 9 Sedro-Woolley, WA 98284	11	231
Lyman Elementary	19,219 sq. ft.	Lyman Avenue Lyman, WA 98263	8(1)	168
State Street High School	7,000 sq. ft.	800 State Street Sedro-Woolley, WA 98284	4(1)	100
TOTAL	513,809 sq. ft.			4,066

¹ Portable facilities indicated in parenthesis.

² Capacity calculations are based on District Standards as identified in Section II above and do not include temporary capacity provided by portable facilities. Furthermore, the student capacity figures incorporate space needs at each school.

Administrative Facilities

Sedro-Woolley School
Administrative Office

801 Trail Road
Sedro-Woolley, WA 98284

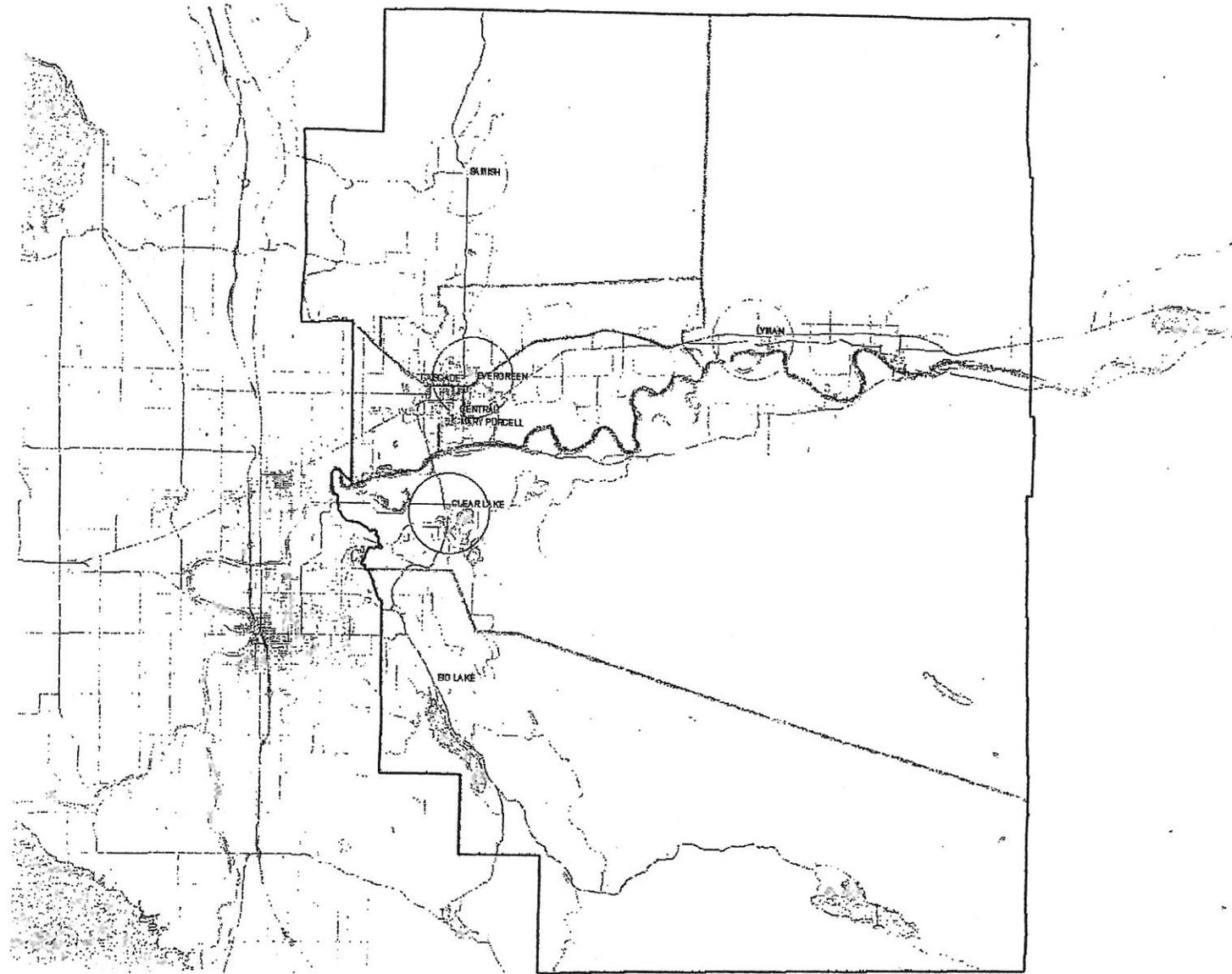
Sedro-Woolley School District
Office

2079 Cook Road
Sedro-Woolley, WA 98284

Support Services Building

317 Yellow Lane
Sedro-Woolley, WA 98284

Map of the District



IV. CAPITAL FACILITIES NEEDS

A. Enrollment Projections

The need for new school facilities is directly related to population and other demographic trends such as birth rate, housing, and employment trends. These demographic trends are an important tool in predicting the educational service needs of this community, and the location, size, and capacity of new school facilities.

Demographic information gathered by Skagit County in the GMA planning process indicates that population in the County is expected to increase in the future. There has been and will continue to be an increase in the total number of households county-wide. Development data from Skagit County, the City of Sedro-Woolley, the City of Mount Vernon, and the towns of Lyman and Hamilton indicates that there are currently numerous housing development projects either under construction, approved for building, or in the planning stages. Current developments in the Nookachamps and Skagit Highlands areas are impacting growth in the Big Lake area. Additional school facilities will be needed to serve this increase in population.

The District has examined the six-year enrollment projections based upon enrollment data from the Office of the Superintendent of Public Instruction (OSPI) and the District's own demographic study. See Appendix A for the OSPI projections and page 7 herein for the District projections. The OSPI projections (considered a lagging indicator) are based upon a modified "cohort survival method" which uses historical enrollment data from the 5 previous years to forecast the number of students who will be attending school the following year. Notably, the cohort survival method does not consider enrollment increases based upon new development. As such, the enrollment projections should be considered highly conservative. The District has also reviewed enrollment projections based upon a demographic study prepared for the District.³ The projections are based on factors including birth rates, population estimates, historical school enrollment figures, student migration, and planning/development information. The OSPI enrollment estimates are conservative in light of current development projects planned within the District. For example, the OSPI enrollment headcount enrollment projection for 2014 is 3,924 while the enrollment projections based upon the demographic study for that same year is 4,330. The District will continue to closely monitor actual enrollment and development within the District. Future updates to the Capital Facilities Plan will include updated enrollment data.

Summary - District FTE Enrollment Projections: 2009-2014

Year	2008 ⁴	2009	2010	2011	2012	2013	2014
District Demographic Projections	4,171	4,124	4,076	4,084	4,107	4,161	4,188

³ John Fotheringham and Keith Bigelow (October 2009).

⁴ Actual FTE enrollment (Source: OSPI, October 2008). See Appendix A.

**Sedro-Woolley School District
Enrollment Projections by Grade Level⁵**

	2008⁶	2009	2010	2011	2012	2013	2014
Kindergarten	281	276	279	284	290	285	285
Grade 1	265	279	284	287	292	301	294
Grade 2	306	286	287	292	295	303	310
Grade 3	328	310	297	298	304	309	314
Grade 4	330	324	315	302	303	311	314
Grade 5	301	338	329	320	306	310	315
Grade 6	319	290	341	332	323	311	313
K-6 Head count	2,130	2,103	2,132	2,115	2,113	2,130	2,144
Grade 7	308	327	295	347	338	331	317
Grade 8	316	311	333	301	354	347	337
Grades 7-8 Head count	624	638	628	648	692	678	654
Grade 9	334	326	322	345	311	369	359
Grade 10	347	332	330	325	349	317	373
Grade 11	340	313	306	304	300	324	292
Grade 12	348	356	315	308	306	304	326
Grades 9-12 Head count	1,369	1,327	1,272	1,282	1,266	1,314	1,350
K-12 Head count	4,311	4,262	4,215	4,226	4,252	4,303	4,330
K-12 FTE	4,171	4,124	4,076	4,084	4,107	4,161	4,188

Based upon this information, over the next six years, the District's enrollment is expected to increase very moderately at all grade levels.

⁵ Source: Fotheringham & Bigelow (October 2009)

⁶ Actual Headcount enrollment on October 1, 2008 (Source: OSPI). See Appendix A.

B. Forecast of Future Needs

The following is a summary of the District's capital facilities needs over the next six years. To adequately serve future student population, the District anticipates renovating and expanding the existing Cascade Middle School (increasing capacity by approximately 216 students) and adding new classrooms and core facilities at Big Lake Elementary School. (Note that, in previous plans, the District had anticipated expanding middle school capacity by replacing Cascade Middle School with a new and expanded middle school.) The Board will make final decisions regarding these capital projects over the next six years.

Name of Facility:	Cascade Middle School
Project Description:	Addition (as part of a larger modernization project)
Added Capacity	216
Year Needed (projected):	2013-14
Estimated Costs:	\$6,055,065 ⁷

Name of Facility:	Big Lake Elementary
Project Description:	Addition of four new classrooms
Added Capacity:	84
Year Needed (projected):	2013-14
Estimated Costs:	\$1,061,330

Name of Facility:	Big Lake Elementary
Project Description:	Cafeteria Expansion (core facility improvement necessary to serve new classroom addition)
Added Capacity:	84
Year Needed (projected):	2013-14
Estimated Costs:	\$288,000

⁷ New capacity costs only.

C. School Capacity Summary (includes new capacity projects planned for 2009-2014)

Based upon the District's enrollment forecast, standard of service, current inventory and capacity, and future planned classroom spaces⁸, the District's capacity summary over the six year planning horizon is as follows:

Elementary School Surplus/Deficiency

	2009	2010	2011	2012	2013	2014
Existing Capacity ⁹	2,016	2,016	2,016	2,016	2,016	2,100
Added Capacity					84	0
Enrollment ¹⁰	1,965	1,993	1,973	1,968	1,988	2,002
Surplus (Deficiency)	51	23	43	138	112	98

Middle School Surplus/Deficiency

	2009	2010	2011	2012	2013	2014
Existing Capacity	625	625	625	625	625	841
Added Capacity					216	
Enrollment	638	628	648	692	678	654
Surplus (Deficiency)	(13)	(3)	(23)	(67)	163	187

High School Surplus/Deficiency

	2009	2010	2011	2012	2013	2014
Existing Capacity	1,425	1,425	1,425	1,425	1,425	1,425
Added Capacity						
Enrollment	1,327	1,272	1,282	1,266	1,314	1,350
Surplus (Deficiency)	98	153	143	159	111	75

⁸ These projects have not been fully funded.

⁹ Does not include temporary (portable) capacity

¹⁰ Based upon FTE enrollment – see Section IV.

V. FINANCING PLAN

The funding sources for the District's capital facilities needs, as identified above, include:

1. General obligation bonds;
2. GMA impact fees and mitigation payments; and
3. State funding assistance on eligible projects.¹¹

The District has not yet determined a date to submit a bond issue to the voters for approval to help fund the capital facilities projects identified above. These projects will be funded by bond proceeds when approved or potentially with other non-voted funds.

The following chart identifies the funding sources for the capital improvements described in this Capital Facilities Plan and identifies system improvements that are reasonably related to new development. It also identifies projects included in the Capital Facilities Plan that will serve new growth.

¹¹ The District is not currently eligible for State Funding Assistance for unhoused students at the elementary school level but is eligible for State Funding Assistance at the middle school level.

Six-Year Financing Plan

New Construction/ Additions Increasing Capacity¹²	Estimated Costs	State Funding Assistance	Bond Funds	Mitigation and/or Impact Fees¹³	Other	Capacity to Serve New Growth	Estimated Timeline
Cascade Middle School Addition	\$6,055,065 ¹⁴	X	X	X		X	2014
Big Lake Elementary Classroom Addition	\$1,061,330		X	X		X	2014
Big Lake Elementary Cafeteria Expansion	\$288,000		X	X		X	2014
Portables	\$75,000 per classroom		X	X		X	2009-2014

¹² Includes only new capacity projects. The District also plans to modernize the existing Cascade Middle School during the six years of this planning period.

¹³ Impact fees may also be used on additional capital projects as permitted by law or may be used to reduce debt service on outstanding bonds.

¹⁴ New capacity costs only.

VI. IMPACT FEES

New developments built within the District will generate additional students, who will create the need for new school facilities. The District, with the help of a consultant, developed student generation rates for single family and multi-family dwelling units. These student generation rates were developed by a detailed survey of new housing. See Appendix B.

The impact fee formula takes into account the cost of the capital improvements identified in this Capital Facilities Plan that are necessary as a result of new growth. It calculates the fiscal impact of each single-family or multi-family development in the District based on the District's student generation rates. The formula also takes into account the taxes that will be paid by these developments and the funds that could be provided at the local and state levels for the capital improvements. See Appendix C.

School impact fees are authorized by the GMA, but must be adopted by the Skagit County Board of Commissioners for the District in order to apply to that portion of the District located in unincorporated Skagit County. The fees must be separately adopted by the Sedro-Woolley City Council, the Mount Vernon City Council, and the Lyman Town Council in order to apply to developments located with those jurisdictions.

2010 SCHOOL IMPACT FEE SCHEDULE

Impact Fee per Single Family Dwelling Unit:	\$2,649
Impact Fee per Multi-Family Dwelling Unit:	\$1,398

**APPENDIX A
OSPI ENROLLMENT DATA**

STATE OF WASHINGTON
SUPERINTENDENT OF PUBLIC INSTRUCTION
OLYMPIA

REPORT NO. 1049
RUN ON 11:02 DEC 04 '08

DETERMINATION OF PROJECTED ENROLLMENTS
BY COHORT SURVIVAL, KK LINEAR PROJECTION

SEDR0 WOOLLEY DISTRICT NO. 101 SKAGIT COUNTY NO. 29

	-----ACTUAL ENROLLMENTS ON OCTOBER FIRST-----						AVER. % SURVIVAL	-----P R O J E C T E D E N R O L L M E N T S-----					
	2003	2004	2005	2006	2007	2008		2009	2010	2011	2012	2013	2014
KINDERGARTEN	263	307	298	279	261	281		268	263	259	254	249	244
GRADE 1	320	307	342	306	315	285	107.40	302	288	282	276	273	267
GRADE 2	292	318	292	321	327	306	98.34	281	297	283	277	273	268
GRADE 3	303	292	312	310	335	328	101.91	312	266	303	288	282	278
GRADE 4	338	297	298	317	316	330	100.42	329	313	267	304	288	283
GRADE 5	306	323	296	300	324	301	98.67	326	326	309	263	300	285
GRADE 6	353	309	313	304	324	319	101.41	305	331	330	313	267	304
K-6 HEADCOUNT	2,195	2,181	2,151	2,137	2,202	2,130		2,103	2,083	2,033	1,977	1,933	1,929
K-6 W/K @ 1/2	2,054	1,998	2,002	1,998	2,072	1,990		1,959	1,952	1,904	1,850	1,809	1,807
GRADE 7	373	350	326	320	330	308	102.10	326	311	338	337	320	273
GRADE 8	340	381	351	328	336	316	100.76	310	326	313	341	340	322
7-8 HEADCOUNT	713	731	677	648	666	624		636	639	651	676	660	595
GRADE 9	483	397	435	362	336	334	107.18	339	332	352	335	365	364
GRADE 10	418	422	432	366	373	347	98.24	328	333	326	346	329	359
GRADE 11	335	416	388	374	391	352	93.64	325	307	312	305	324	308
GRADE 12	342	329	312	492	476	524	119.82	401	370	349	355	347	369
9-12 HEADCOUNT	1,578	1,563	1,545	1,614	1,576	1,557		1,393	1,342	1,339	1,341	1,365	1,400
K-12 HEADCOUNT	4,486	4,446	4,373	4,399	4,444	4,311		4,132	4,064	4,023	3,996	3,956	3,924

APPENDIX B
STUDENT GENERATION RATES

Michael J. McCormick FAICP

Planning Consulting Services - Growth Management - Intergovernmental Relations

October 9, 2009

Memorandum

To: Stewart Mhyre
Sedro-Woolley School District

From: Mike McCormick

Re: Sedro-Woolley School District 2009 Student Generation Rates (SGR)

This memorandum contains the 2009 Student Generation Rates (SGR) for both single family and multiple family residential development. The rates were developed on a comprehensive basis using data from Skagit County and the Sedro-Woolley School District.

The methodology used to calculate SGR's uses Skagit County Assessor's data for development activity and school district address data for student addresses. The student generation rates have been calculated for single family and multiple family residential development.¹ The survey area includes all of the territory within the boundaries of the Sedro-Woolley School District. The analysis is based on projects constructed for calendar year 2002 through calendar year 2006. The process used here is very similar to that used in previous analysis done for school districts in Skagit County as well as a number of districts throughout Washington state.

The process of analysis involved comparing the addresses of all students with the addresses of each residential development. Those which matched were aggregated to show the number of students in each of the grade groupings for each type of residential development. A total of 852 single family residential units were counted between 2004 and 2008 within the school district boundary. There

¹ Single family detached stick-build units and manufactured homes are included in the single family category. Units in buildings with two or more units are counted as multiple family units. This is consistent with how Skagit County differentiates between single family and multiple family.

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are a total of 367 students from these units. A total of 145 multiple family units were counted. There are a 27 students associated with these units.

A summary of the results are presented in the following table.

	Single Family	Multiple Family
Elementary K-6	0.245	0.131
Middle 7-8	0.073	0.034
High 9-12	0.113	0.021
Total ²	0.431	0.186

The SGR were calculated on a 100% sample of all single and multi-family constructed between 2004 and 2008.

Attachments: Table--Sedro-Woolley School District 2009 Student Generation Rates

² Totals may not balance due to rounding.

2009 Sedro-Woolley School District Student Generation Rates

SINGLE FAMILY		
	# of students	2009 SGR
Elementary – K through 6	209	0.245
Middle School -- 7 through 8	62	0.073
High School -- 9 through 12	96	0.113
Total	367	0.431
MULTIPLE FAMILY		
	# of students	SGR
Elementary – K through 6	19	0.131
Middle School -- 7 through 8	5	0.034
High School -- 9 through 12	3	0.021
Total	27	0.186

Grade	SF	MF
	Combined #	Combined #
K	28	2
1	22	3
2	49	1
3	29	6
4	24	3
5	30	3
6	27	1
7	33	3
8	29	2
9	29	2
10	23	
11	25	1
12	19	
Total	367	27
Total Units	852	145

APPENDIX C
SCHOOL IMPACT FEE CALCULATIONS

SCHOOL IMPACT FEE CALCULATIONS							
DISTRICT	Sedro-Woolley School District						
YEAR	2009						
School Site Acquisition Cost:							
				Student	Student		
	Facility	Cost/	Facility	Factor	Factor	Cost/	Cost/
	Acreage	Acre	Capacity	SFR	MFR	SFR	MFR
Elementary	0.00	\$ -	500	0.245	0.131	\$0	\$0
Middle	0.00	\$ -	700	0.073	0.034	\$0	\$0
High	0.00	\$ -	1,325	0.113	0.021	\$0	\$0
						\$0	\$0
School Construction Cost:							
((Facility Cost/Facility Capacity)xStudent Generation Factor)x(permanent/Total Sq Ft)							
				Student	Student		
	%Perm/	Facility	Facility	Factor	Factor	Cost/	Cost/
	Total Sq.Ft.	Cost	Capacity	SFR	MFR	SFR	MFR
Elementary	97.53%	\$ 1,061,330	82	0.245	0.131	\$3,093	\$1,654
Middle	97.53%	\$ 6,055,065	216	0.073	0.034	\$1,996	\$930
High	97.53%	\$ -	625	0.113	0.021	\$0	\$0
						\$5,089	\$2,583
Temporary Facility Cost:							
((Facility Cost/Facility Capacity)xStudent Generation Factor)x(Temporary/Total Square Feet)							
				Student	Student		
	%Temp/	Facility	Facility	Factor	Factor	Cost/	Cost/
	Total Sq.Ft.	Cost	Size	SFR	MFR	SFR	MFR
Elementary	2.47%	\$75,000.00	21.00	0.245	0.131	\$22	\$12
Middle	2.47%	\$0.00	25.00	0.073	0.034	\$0	\$0
High	2.47%	\$0.00	30.00	0.113	0.021	\$0	\$0
						TOTAL	TOTAL
						\$22	\$12
State Matching Credit:							
Boeckh Index X SPI Square Footage X District Match % X Student Factor							
				Student	Student		
	Boeckh	SPI	District	Factor	Factor	Cost/	Cost/
	Index	Footage	Match %	SFR	MFR	SFR	MFR
Elementary	174.26	90.00	0.00%	0.245	0.131	\$0	\$0
Middle	174.26	117.00	57.91%	0.073	0.034	\$662	\$401
Sr. High	174.26	130.00	0.00%	0.113	0.021	\$0	\$0
						TOTAL	TOTAL
						\$662	\$401
Tax Payment Credit:							
						SFR	MFR
Average Assessed Value						\$217,656	\$100,222
Capital Bond Interest Rate						4.33	4.33
Net Present Value of Average Dwelling						\$943,325	\$433,961
Years Amortized						10.00	10.00
Property Tax Levy Rate						0.76	0.76
	Present Value of Revenue Stream					\$717	\$330
Fee Summary:							
				Single	Multi-		
				Family	Family		
	Site Acquisition Costs			\$0	\$0		
	Permanent Facility Cost			\$5,089	\$2,583		
	Temporary Facility Cost			\$22	\$12		
	State Match Credit			(\$662)	(\$401)		
	Tax Payment Credit			(\$717)	(\$330)		
	FEE (AS CALCULATED)			\$3,532	\$1,864		
	FEE (DISCOUNT - 25%)			\$2,649	\$1,398		

City of Sedro-Woolley DRAFT Zoning Map

AREA PROPOSED
FOR REZONING
Entire area currently
zoned R-5

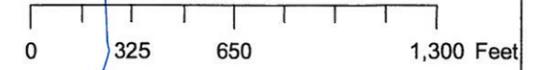
Legend

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- natgaspipes
- Buffer_of_natgaspipes
- City Limits
- UGA
- Parcels
- Streets
- Streams

Zoning Areas

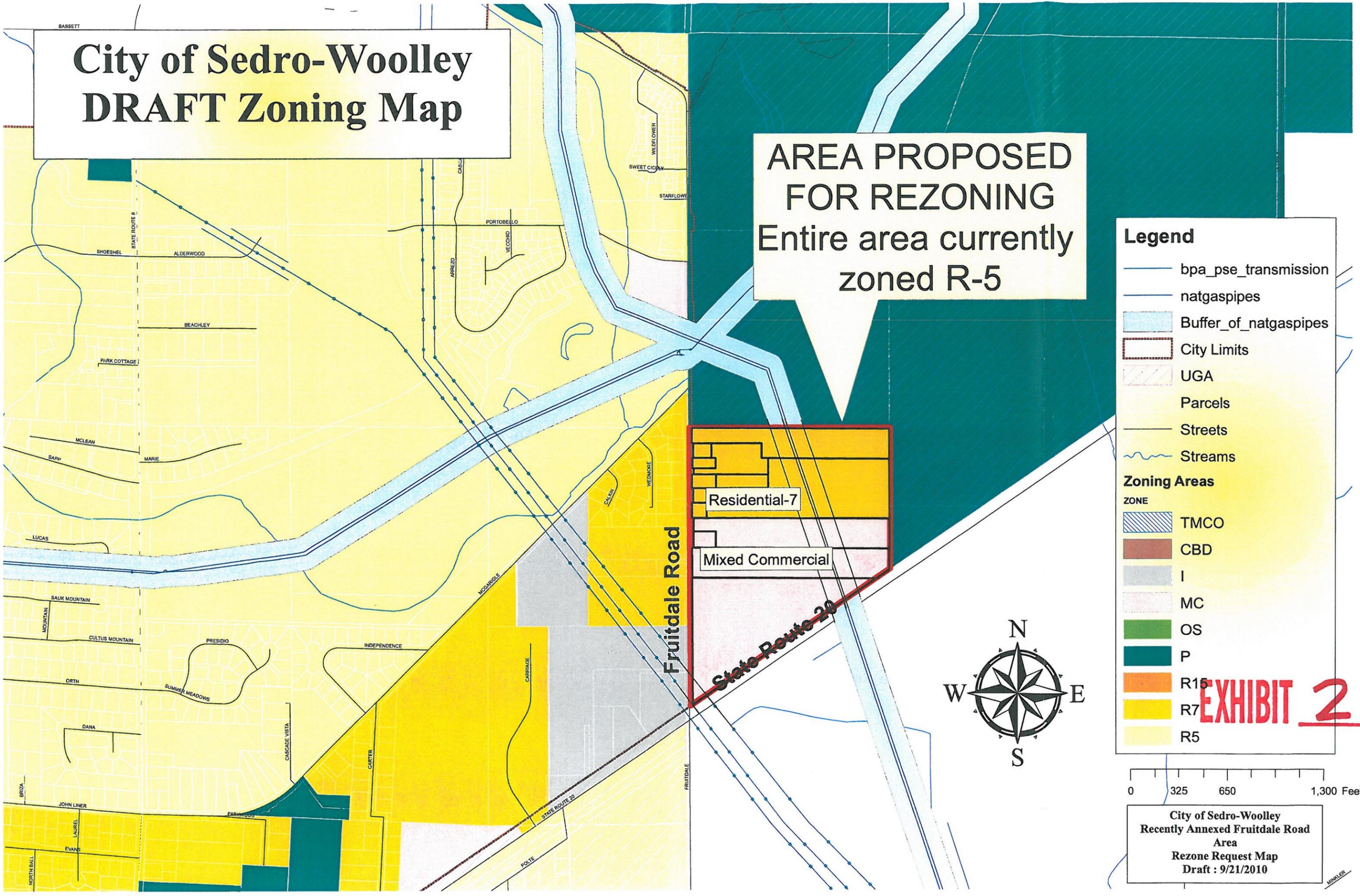
ZONE

- TMCO
- CBD
- I
- MC
- OS
- P
- R15
- R7
- R5



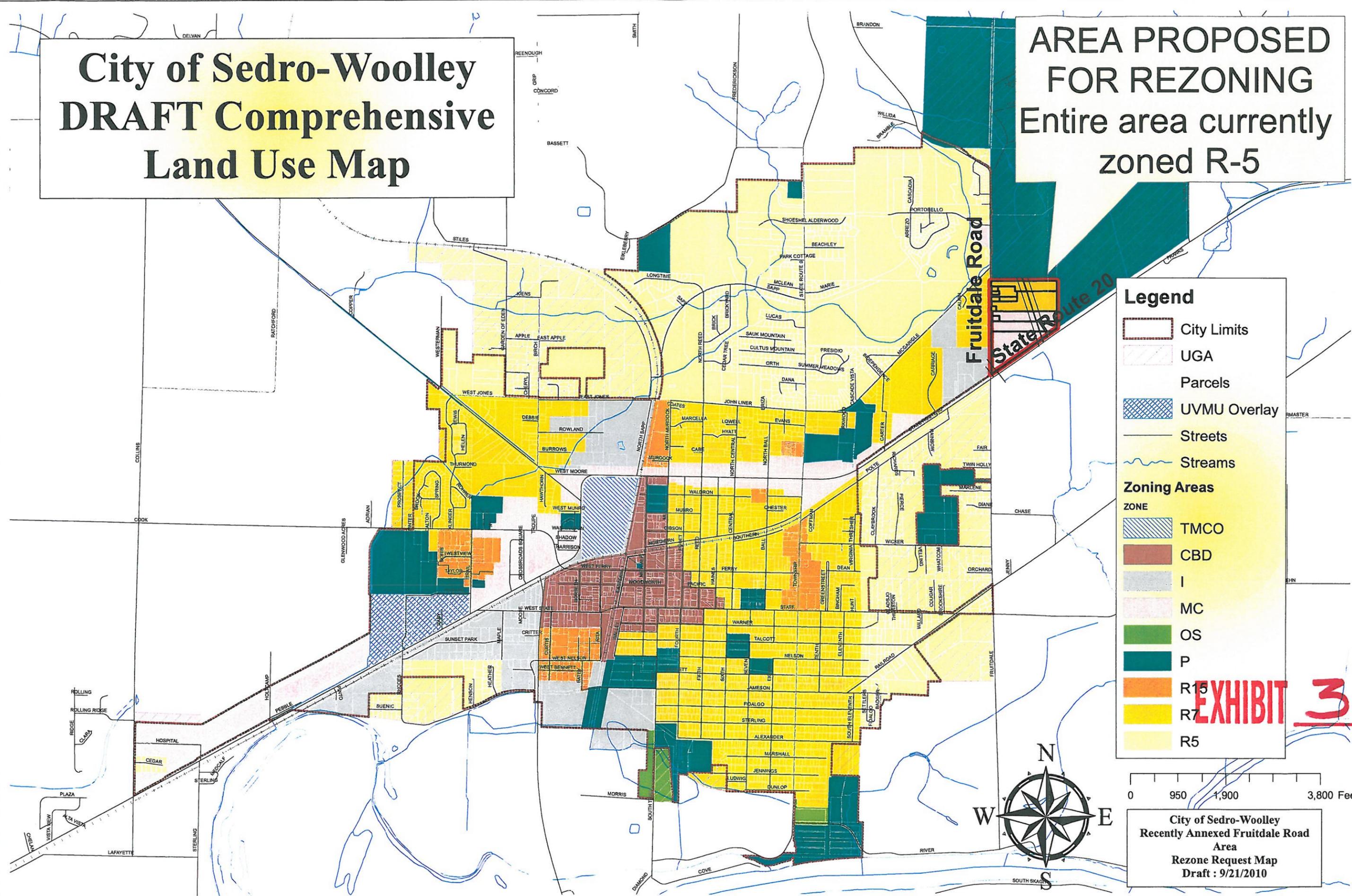
City of Sedro-Woolley
Recently Annexed Fruitdale Road
Area
Rezone Request Map
Draft : 9/21/2010

EXHIBIT 2



City of Sedro-Woolley DRAFT Comprehensive Land Use Map

AREA PROPOSED
FOR REZONING
Entire area currently
zoned R-5



Legend

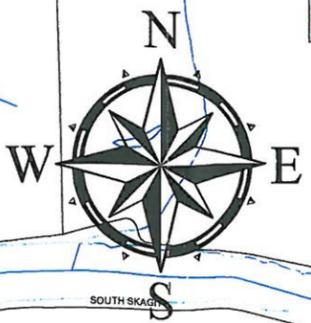
- City Limits
- UGA
- Parcels
- UVMU Overlay
- Streets
- Streams

Zoning Areas

ZONE

- TMCO
- CBD
- I
- MC
- OS
- P
- R15
- R7
- R5

EXHIBIT 3



0 950 1,900 3,800 Feet

City of Sedro-Woolley
Recently Annexed Fruitdale Road
Area
Rezoning Request Map
Draft : 9/21/2010

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS

EXECUTIVE
SESSION