

Next Ord: 1715-11
Next Res: 852-11

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

October 12, 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 October 5, 2011 Work Session)
- b. Finance
 - Claim Checks #72978 to #73071 in the amount of \$274,649.48.
 - Payroll Checks #51421 to #51527 in the amount of \$251,771.34.
- c. Resolution 851-11 - Requesting assistance from our State and Federal Legislative Delegations to support the continued viability of United General Hospital in Sedro-Woolley
- d. Ordinance 1714-11 - Amending SWMC 6.08 to require revenue generated under that chapter to be deposited into the City's Dog Reserve Fund, Fund 111 and establishing that fund under SWMC 3.72.010
- e. Annual Insurance
 1. CIAW for 2011-2012 Insurance Services
 2. Agreement with Wallace & Associates
 3. Intent to Withdraw Letter to CIAW

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

UNFINISHED BUSINESS

5. Ordinance - Smoking in Parks (2nd reading)

NEW BUSINESS

6. Redistricting (1st reading)
7. Ordinance - Amending Section 1, Table 2 of Ordinance 1712-11 to correct an error in the rental fees charged for multiple pick ups of garbage
8. School Resource Officer

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

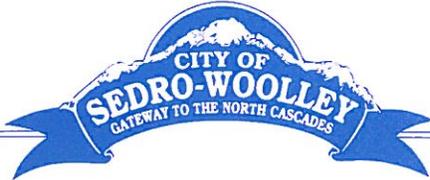
9. SR 20 Widening Project Update

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

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 12 2011

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



DATE: October 12, 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 October 12, 2011 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Pat Colgan
___ 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.

OCT 12 2011

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
September 28, 2011 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Pro Tem Storrs, Councilmembers: Pat Colgan, Tony Splane, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiberger, Asst Fire Chief Olson and Police Lt. Tucker.

The Meeting was called to order at 7:00 P.M. by Mayor Pro Tem Storrs in the absence of Mayor Mike Anderson.

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Checks #72877 to #72977 in the amount of \$931,837.96.
 - Payroll Checks #51312 to #51420 in the amount of \$185,360.51.
- Designate Veterans' Benefit at Riverfront Park a Community Event
- Final Acceptance – 2011 Sanitary Sewer CIPP Project
- Interlocal Agreement with Skagit County for Economic Development Funding for SR20, Metcalf to Township Lane Widening & Bicycle/Pedestrian Improvement Project
- SCOG Members Intergovernmental Agreement
- Interlocal Agreement with Skagit County Conservation District – Public Education & Involvement Project in support of the NPDES Phase II Stormwater Permit WAR-04-5555
- Authorize Mayor to Sign Letter of Commitment for Participation in the HUD Regional Planning Grant

Councilmember Colgan moved to approve the consent calendar Items A - H. Seconded by Councilmember Galbraith. Motion carried (7-0).

Greg Reed, CEO/Superintendent of United General Hospital addressed the Council regarding upcoming legislation of hospitals designated as critical access hospitals on both the state and national level. Reed passed out two publications for Council information. He spoke of the ramifications of the proposals for a reduction of critical access payments and addressed uncompensated care which has increased over the past six years. Reed requested City assistance with communication to legislators regarding the importance of United General within the community. He then answered questions from the Council.

The Council expressed interest in preparing a Resolution of support. A meeting will be scheduled with hospital and City staff to discuss and prepare a resolution which will come back before Council at a later date.

Public Comment

No public comment received.

NEW BUSINESS

Smoking in Parks (*1st Reading*)

City Supervisor/Attorney Berg addressed the topic of smoking in the parks. The topic is brought before Council as a result of a request by Council from a previous worksession. The request was to address the impact of smoking around the play areas at Memorial Park and Hammer Heritage Square. He referenced the state law prohibiting smoking on school grounds and pointed out samples of possible signage. Berg noted it was a first read and requested feed back from Council prior to a second read.

Discussion ensued regarding distance, feeling of police department, ordinance being a tool for parents to point out signs and Hammer Heritage Square.

Business License Ordinance (*1st Reading*)

Finance Director Nelson noted the current business license ordinance is outdated. She reviewed the proposed Business License Ordinance which incorporates the partnering with the Business License Services (Department of Revenue) and changes the classes of business licenses, including the addition of a specialty business license. Nelson reviewed the proposed fee structure and types of business licenses.

Council discussion took place regarding the entertainment fee, non profit business license, distinction between pawn shops and second hand store and clarification of solid waste businesses.

City Supervisor/Attorney Berg addressed the clarification of solid waste businesses and the possibility of incorporating mobile vending within the business license ordinance. The consensus of the Council was to incorporate mobile vending into the business license ordinance.

A final draft of the ordinance will be brought back to Council at the next meeting.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

SR 20 Widening Project Update

Engineer Freiburger reviewed the SR20 project, noting the detour started on Monday. He stated there have been some revisions made to the detour in order to alleviate traffic issues. The contractor is making good progress despite a set back due to mismarking of utility lines. Freiburger reported that some curbs will need to be redone due to a grading issue. He also reviewed some field orders with a minor cost to the project of approximately \$2,700.

Police Lt. Tucker – addressed the traffic revision and reported that most of the traffic is flowing well. They are doing traffic emphasis within the construction and detour area.

Asst. Fire Chief Olson – noted they have had a busy week with the wind storm. They also had to opportunity to use the ladder truck at a fire call at the American Legion which turned out to be an issue with their HVAC system. Olson also reported that the driver simulator is here for staff to utilize. He announced training for three new firefighters will begin on Monday and the annual Boot to Burn dance.

City Supervisor/Attorney Berg – pointed out several informational pieces at the Council seats which include a handout on knot weed, an article on park letts, and privatization of liquor (informational only) and the Skagit Council of Governments audit findings. Berg also noted the presence of a reporter from the Skagit Valley Herald in the audience.

Finance Director Nelson – reported staff is in the middle of budget preparations.

Councilmember Lemley – announced the upcoming fundraiser for the Sedro-Woolley Museum, Saturday from 3-6 P.M. at the Community Center.

Councilmember Sandström – discussed comments received from patrons and vendors at the Farmers Market regarding the SR 20 traffic revisions. He requested some crossing control during the market hours.

EXECUTIVE SESSION

The meeting adjourned to executive session at 7:51 P.M. for the purpose of personnel under RCW 42.30.110(G) for approximately 10 minutes with no decision anticipated.

The meeting reconvened at 8:16 P.M.

Councilmember Galbraith moved to adjourn. Seconded by Councilmember Colgan. Motion carried (7-0).

The meeting adjourned at 8:16 P.M.

OCT 12 2011

CITY OF SEDRO-WOOLLEY

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

Council Worksession

October 5, 2011 – 7:00 P.M. – Public Safety Training Room

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Tom Storrs, Keith Wagoner, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg, Finance Director Nelson and Fire Chief Klinger.

Ambulance Operations

- City Supervisor/Attorney Berg described the current structure and funding of ambulance service in Skagit County. He reviewed a draft letter to the Skagit County EMS Commission regarding the provision of ambulance services with the general consensus of approval of the letter.

2012 Preliminary Budget

- Finance Director Nelson and City Supervisor/Attorney Berg reported on the 2012 budget process. They noted 2011 revenues look to be within budget except Cemetery is lower. The 2012 requested expenditures are greater than anticipated revenues. A discussion was held regarding priorities in the budget process.

Round Table Discussion

- State/Congressional Redistricting – A discussion was held on how the proposed redistricting plans would affect Sedro-Woolley. A letter was reviewed requesting to keep Sedro-Woolley in the 39th legislative district.

Councilmember Wagoner moved to allow the Mayor to sign the redistricting letter as presented. Seconded by Councilmember Storrs. Motion carried (4-0).

- Medical Coverage for Elected – It was reported that in order to offer medical coverage to elected officials at no cost to the taxpayers, salaries would need to be reduced before the election. Discussion followed. The proposal for the Mayor's medical will be brought before Council at the October 26th meeting.
- Councilmember Sandström reported on his conversation with Jim Davis, Executive Director of the North Cascades Conservation Council regarding action under the American Alps Legacy proposal. Councilmember Sandström is interested in presenting a resolution in favor of setting the boundaries of the North Cascades National park to the original proposed footprint. Discussion followed with the consensus being that more information and research is needed.

- Football Practice Fields – Council considered a request to use a portion of the Swedelius property for youth football practice fields. As the property is within Skagit County and is zoned agriculture, discussion followed of possible sites around town.
- Miscellaneous – Councilmember Lemley mentioned a property in town where building up the City streets has caused a shift in water placed upon citizen’s property. Mayor Anderson will visit the site.

Executive Session

The worksession adjourned to Executive Session for the purpose of discussing personnel and collective bargaining per RCW 42.30.110 (G) at 8:40 P.M.

Mayor Anderson left the worksession during Executive Session and turned the meeting over to Mayor Pro-Tem Storrs.

Mayor Pro-Tem Storrs reconvened the worksession at 9:13 P.M.

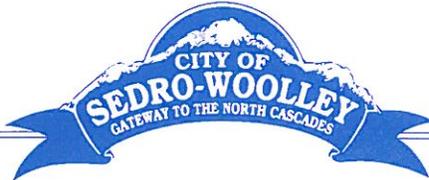
- School Resource Officer (Police Officer) – Councilmember Wagoner brought up the subject of a school resource officer as a possible method to solve issues in a positive way through a school/city partnership. Wagoner is on the School District’s citizen levy committee and suggested adding the funding for this position to the levy proposal. More discussion at a future meeting will be held.

Councilmember Lemley moved to adjourn. Seconded by All. Motion carried (4-0).

The worksession adjourned at 9:28 P.M.

OCT 12 2011

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



DATE: October 12, 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 October 12, 2011.

Motion to approve Claim Checks #72978 to #73071 in the amount of \$274,649.48.

Motion to approve Payroll Checks #51421 to #51527 in the amount of \$251,771.34.

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

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 10/12/2011 (Printed 10/06/2011 16:20)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
72978	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	FD	85.96
		OPERATING SUPPLIES	FD	13.74
		OPERATING SUPPLIES	FD	213.42
		WARRANT TOTAL		313.12
72979	AMERICAN PLANNING ASSOC	MISC-DUES/SUBSCRIP/MEMSHIP PLN		250.00
		WARRANT TOTAL		250.00
72980	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	ST	6.74
		LAUNDRY	SWR	7.51
		WARRANT TOTAL		19.85
72981	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	100.57
		AUTO FUEL	CS	61.58
		AUTO FUEL	PD	82.29
		AUTO FUEL	PD	1,627.15
		AUTO FUEL/DIESEL	FD	823.35
		AUTO FUEL/DIESEL	PK	26.07
		AUTO FUEL/DIESEL	PK	59.47
		AUTO FUEL/DIESEL	PK	19.60
		AUTO FUEL/DIESEL	CEM	125.38
		AUTO FUEL/DIESEL	ST	369.44
		AUTO FUEL/DIESEL	ST	523.89
		AUTO FUEL/DIESEL	ST	130.04
		AUTO FUEL/DIESEL	ST	195.99
		AUTO FUEL/DIESEL	SWR	57.10
		AUTO FUEL/DIESEL	SWR	179.91
		AUTO FUEL/DIESEL	SWR	93.99
		AUTO FUEL/DIESEL	SAN	169.33
		AUTO FUEL/DIESEL	SAN	1,928.11
		AUTO FUEL/DIESEL	SWTR	516.59
		WARRANT TOTAL		7,089.85
72982	AT & T	TELEPHONE	JUD	.53
		TELEPHONE	EXE	.53
		TELEPHONE	FIN	14.05
		TELEPHONE	LGL	6.49
		TELEPHONE	IT	.52
		TELEPHONE	PLN	3.24
		TELEPHONE	ENG	11.89
		TELEPHONE	PD	44.29
		TELEPHONE	FD	9.73
		TELEPHONE	INSP	2.16
		TELEPHONE	ST	.53
		TELEPHONE	LIB	2.16
		TELEPHONE	SWR	5.41
		TELEPHONE	SAN	6.49
		WARRANT TOTAL		108.02
72983	BANK OF AMERICA	CONST-SR20 WIDENING		81.84
		WARRANT TOTAL		81.84

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 10/12/2011 (Printed 10/06/2011 16:20)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
72984	BAY CITY SUPPLY	REPAIRS/MAINT-DORM	FD	158.05
		REPAIR/MAINT-GARAGE	FD	308.93
		OPERATING SUP - CITY HALL	PK	209.88
		OPERATING SUPPLIES	SWR	90.22
		WARRANT TOTAL		767.08
72985	BEITLER, HAROLD	RETIRED MEDICAL	PD	339.00
		WARRANT TOTAL		339.00
72986	BEST WAY COMMUNICATIONS LLC	SMALL TOOLS & MINOR EQUIP	FD	1,149.96
		WARRANT TOTAL		1,149.96
72987	BIOSCIENCE, INC.	MAINTENANCE OF LINES	SWR	1,725.00
		WARRANT TOTAL		1,725.00
72988	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	211.64
		WARRANT TOTAL		211.64
72989	BROWN & COLE STORES	EMPLOYEE WELLNESS	EXE	11.69
		WARRANT TOTAL		11.69
72990	CITIES INSURANCE ASSOC.	REPAIR & MAINT - AUTO	PD	250.00
		WARRANT TOTAL		250.00
72991	CODE PUBLISHING INC.	CODE BOOK	LGS	133.86
		WARRANT TOTAL		133.86
72992	COLEMAN, JOHN	EMPLOYEE WELLNESS	PLN	30.00
		WARRANT TOTAL		30.00
72993	COLLINS OFFICE SUPPLY, INC	OFFICE/OPERATING SUPPLIES	PD	97.54
		WARRANT TOTAL		97.54
72994	COMCAST	INTERNET SERVICES	IT	104.90
		WARRANT TOTAL		104.90
72995	COOK PAGING (WA)	TELEPHONE	FD	18.82
		WARRANT TOTAL		18.82
72996	HSBC BUSINESS SOLUTIONS	EMPLOYEE WELLNESS	EXE	36.25
		OFFICE/OPERATING SUPPLIES	PD	94.93
		OFFICE/OPERATING SUPPLIES	PD	41.68
		OPERATING SUPPLIES	FD	191.72
		WARRANT TOTAL		364.58
72997	DOWNING, PARTICIA E.	EMPLOYEE WELLNESS	EXE	50.00
		WARRANT TOTAL		50.00
72998	E & E LUMBER	OPERATING SUP - HAMMER SQ	PK	6.68
		OPERATING SUP - HAMMER SQ	PK	18.44
		PUBLIC UTILITIES-CITY HALL	PK	46.62
		PUBLIC UTILITIES-CITY HALL	PK	292.08

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES-CITY HALL	PK	1,168.30
		PUBLIC UTILITIES-CITY HALL	PK	321.35
		OPERATING SUPPLIES	ST	7.41
		OPERATING SUPPLIES	ST	31.15
		REPAIR PARKING	ST	93.97
		REPAIR PARKING	ST	7.80
		STRUCTURE KENNEL		37.98
		STRUCTURE KENNEL		75.95
		STRUCTURE KENNEL		21.59
		STRUCTURE KENNEL		20.34
		STRUCTURE KENNEL		37.39
		WARRANT TOTAL		1,602.89
72999	ECMS	REPAIRS/MAINT-EQUIP	FD	577.76
		WARRANT TOTAL		577.76
73000	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	483.65
		WARRANT TOTAL		483.65
73001	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	38.92
		SUPPLIES	FIN	19.41
		OFFICE/OPERATING SUPPLIES	PD	25.22
		WARRANT TOTAL		83.55
73002	FELLER HEATING & AIR COND	MAINT OF GENERAL EQUIP	SWR	209.00
		WARRANT TOTAL		209.00
73003	FIRE UP GRAPHICS	EMPLOYEE WELLNESS	EXE	366.80
		WARRANT TOTAL		366.80
73004	FRONTIER	TELEPHONE	PD	52.66
		TELEPHONE	FD	134.71
		TELEPHONE	PK	82.01
		PUBLIC UTILITIES-CITY HALL	PK	29.22
		TELEPHONE	CEM	61.08
		TELEPHONE	LIB	105.43
		TELEPHONE	SWR	236.93
		WARRANT TOTAL		702.04
73005	GEN-X SIGNS & BANNERS	CONST-SR20 WIDENING		1,476.98
		WARRANT TOTAL		1,476.98
73006	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
73007	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	126.00
		FIRE/THEFT PROTECTION	FD	84.00
		OPERATING SUP - COMM CENTER	PK	162.00
		OPERATING SUP - SENIOR CTR	PK	147.00
		OPERATING SUP - CITY HALL	PK	168.00
		OPERATING SUPPLIES	SWR	126.00
		WARRANT TOTAL		813.00

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 10/12/2011 (Printed 10/06/2011 16:20)

PAGE 4

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73008	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	464.77
		WARRANT TOTAL		464.77
73009	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	150.00
		WARRANT TOTAL		150.00
73010	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	132.00
		WARRANT TOTAL		132.00
73011	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	9.36
		REPAIRS & MAINTENANCE	PD	75.74
		REPAIRS/MAINT-EQUIP	FD	9.37
		REPAIRS/MAINT-EQUIP	FD	75.74
		WARRANT TOTAL		170.21
73012	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	77.27
		BOOKS, PERIOD, RECORDS	LIB	1,489.03
		BOOKS, PERIOD, RECORDS	LIB	21.38
		WARRANT TOTAL		1,587.68
73013	JR'S RV REPAIR & REBUILD	REPAIR/MAINTENANCE-EQUIP	ST	619.86
		WARRANT TOTAL		619.86
73014	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	197.56
		WARRANT TOTAL		197.56
73015	L N CURTIS & SONS	OPERATING SUPPLIES	FD	993.28
		WARRANT TOTAL		993.28
73016	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	232.00
		WARRANT TOTAL		232.00
73017	L.A. EXCAVATING & SELECTIVE LOGGING	OTHER IMPROVEMENTS	SWR	4,497.50
		WARRANT TOTAL		4,497.50
73018	LAUNCHING SUCCESS LEARNING STORE	SUPPLIES	LIB	130.81
		WARRANT TOTAL		130.81
73019	LEGEND DATA SYSTEMS INC.	OPERATING SUPPLIES	FD	26.05
		WARRANT TOTAL		26.05
73020	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	ST	55.18
		REPAIR/MAINT-STREETS	ST	114.96
		WARRANT TOTAL		170.14
73021	MCLOUGHLIN & EARDLEY CORP	REPAIRS/MAINT-EQUIP	FD	211.25
		WARRANT TOTAL		211.25
73022	MICRO DATA	PRINTING/PUBLICATIONS	PD	778.85
		WARRANT TOTAL		778.85
73023	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	34.43

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS/MAINT-EQUIP	SAN	117.16
		WARRANT TOTAL		151.59
73024	NELSON, PATSY	EMPLOYEE WELLNESS	FIN	60.00
		WARRANT TOTAL		60.00
73025	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	406.85
		REPAIRS/MAINT-EQUIP	FD	1,597.00
		WARRANT TOTAL		2,003.85
73026	OFFICE DEPOT	OPERATING SUP - PARKS SHOP	PK	37.99
		WARRANT TOTAL		37.99
73027	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	PK	75.72
		WARRANT TOTAL		75.72
73028	ORCA PACIFIC INC.	OP SUPPLIES-CHEMICALS	SWR	1,945.25
		WARRANT TOTAL		1,945.25
73029	OWEN EQUIPMENT COMPANY	REPAIRS/MAINTENANCE	SWTR	602.55-
		REPAIRS/MAINTENANCE	SWTR	866.56
		REPAIRS/MAINTENANCE	SWTR	21.18
		REPAIRS/MAINTENANCE	SWTR	95.44
		WARRANT TOTAL		380.63
73030	PAPE MACHINERY	REPAIR/MAINTENANCE-EQUIP	ST	673.86
		WARRANT TOTAL		673.86
73031	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	SAN	377.08
		REPAIRS/MAINT-EQUIP	SAN	80.07
		REPAIRS/MAINT-EQUIP	SAN	38.95
		WARRANT TOTAL		496.10
73032	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	4.10
		EARLY LITERACY	LIB	73.67
		BOOKS, PERIOD, RECORDS	LIB	5.83
		WARRANT TOTAL		83.60
73033	PLANNING COMMISSIONERS JOURNAL	MISC-DUES/SUBSCRIP/MEMSHIP	PLN	163.00
		WARRANT TOTAL		163.00
73034	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	17.40
		UTILITIES-RIVERFRONT	PK	221.54
		UTILITIES-TRAIN	PK	29.48
		UTILITIES-HAMMER SQUARE	PK	92.47
		UTILITIES-BINGHAM & MEMORIAL P		86.43
		UTILITIES - OTHER	PK	35.09
		PUBLIC UTILITIES-CITY HALL	PK	424.27
		PUBLIC UTILITIES	CEM	83.84
		PUBLIC UTILITIES	ST	38.11
		PUBLIC UTILITIES	LIB	44.58
		PUBLIC UTILITIES	SWR	186.02

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PUBLIC UTILITIES	SAN 186.09
		WARRANT TOTAL	1,445.32
73035	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD 21.47
		REPAIRS & MAINTENANCE	PD 9.93
		PUBLIC UTILITIES	FD 95.12
		UTILITIES-RIVERFRONT	PK 526.39
		UTILITIES-COMMUNITY CTR	PK 157.44
		UTILITIES-SENIOR CENTER	PK 328.02
		UTILITIES-TRAIN	PK 30.31
		UTILITIES-HAMMER SQUARE	PK 252.45
		UTILITIES-BINGHAM & MEMORIAL P	57.49
		UTILITIES - SHOP	PK 59.33
		UTILITIES - SHOP	PK 16.90
		UTILITIES - OTHER	PK 9.93
		PUBLIC UTILITIES-CITY HALL	PK 2,331.23
		PUBLIC UTILITIES	CEM 49.26
		PUBLIC UTILITIES	ST 7.25
		PUBLIC UTILITIES	ST 103.25
		PUBLIC UTILITIES	ST 76.89
		PUBLIC UTILITIES	ST 8,907.87
		PUBLIC UTILITIES	LIB 300.08
		ADVERTISING	HOT 40.99
		PUBLIC UTILITIES	SWR 9,646.69
		PUBLIC UTILITIES	SAN 110.64
		PUBLIC UTILITIES	SWTR 65.04
		WARRANT TOTAL	23,203.97
73036	PURCHASE POWER	POSTAGE	JUD 234.97
		POSTAGE	FIN 574.33
		POSTAGE	LGL 2.05
		POSTAGE	LGL 7.11
		POSTAGE	PLN 7.53
		POSTAGE	ENG 35.34
		POSTAGE	PD 106.93
		POSTAGE	FD 3.50
		TELEPHONE	INSP 60.26
		POSTAGE	CEM 7.30
		POSTAGE	ST .61
		POSTAGE	SWR 104.05
		POSTAGE	SAN 48.02
		OPERATING SUPPLIES	SWTR 8.00
		WARRANT TOTAL	1,200.00
73037	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINT - AUTO	PD 46.10
		WARRANT TOTAL	46.10
73038	REICHHARDT & EBE ENG, INC	CONST-SR20 WIDENING	18,754.36
		CONST-SR20 WIDENING	48,127.10
		CONST-SR20 WIDENING PUD	248.25
		CONST-SR20 WIDENING PUD	283.96
		CONST-SR20 WIDENING SK COUNTY	1,845.85

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 10/12/2011 (Printed 10/06/2011 16:20)

PAGE 7

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OTHER IMPROVEMENTS	SWR	124.13
		WARRANT TOTAL		69,383.65
73039	RIGHT WAY PLUMBING	OPERATING SUPPLIES	SAN	168.79
		WARRANT TOTAL		168.79
73040	SAFETY VISION	REPAIRS/MAINT-EQUIP	SAN	1,372.43
		WARRANT TOTAL		1,372.43
73041	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	93.41
		WARRANT TOTAL		93.41
73042	SEDRO-WOLLEY AUTO PARTS	REPAIR & MAINTENANCE	CS	6.06
		REPAIR & MAINTENANCE	CS	20.43
		REPAIR/MAINT-EQUIP & BLDG	CEM	86.57
		SMALL TOOLS/MINOR EQUIP	ST	13.54
		SMALL TOOLS/MINOR EQUIP	ST	107.02
		OPERATING SUPPLIES	ST	22.07
		OPERATING SUPPLIES	SWR	68.17
		REPAIRS/MAINT-EQUIP	SAN	18.35
		OPERATING SUPPLIES	SAN	119.00
		WARRANT TOTAL		461.21
73043	SEDRO-WOLLEY CHAMBER OF	CHAMBER OF COMMERCE	HOT	1,942.19
		CHAMBER OF COMMERCE	HOT	2,310.28
		CHAMBER OF COMMERCE	HOT	3,449.97
		WARRANT TOTAL		7,702.44
73044	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	10,098.00
		WARRANT TOTAL		10,098.00
73045	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	70.68
		WARRANT TOTAL		70.68
73046	SKAGIT 911	CONTRACTED ENHANCED 911	PD	14,269.72
		CONTRACT SVS-CNTRL DISPATCH	FD	3,624.03
		WARRANT TOTAL		17,893.75
73047	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	1,200.00
		WARRANT TOTAL		1,200.00
73048	SK. CO. FIRE CHIEFS ASSOC	MISC-DUES	FD	136.00
		WARRANT TOTAL		136.00
73049	SKAGIT COUNTY SHERIFF	PRISONERS	PD	5,858.34
		PRISONERS	PD	175.41
		WARRANT TOTAL		6,033.75
73050	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	77.67
		WARRANT TOTAL		77.67
73051	SKAGIT FARMERS SUPPLY	MAINTENANCE OF LINES	SWR	63.22

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		63.22
73052	SMILEY'S INC.	REPAIRS/MAINT-EQUIP	SAN	1,614.26
		WARRANT TOTAL		1,614.26
73053	SORSDAL, HEATHER	TRAVEL	PD	35.64
		WARRANT TOTAL		35.64
73054	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	205.48
		WARRANT TOTAL		205.48
73055	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	307.05
		OFFICE/OPERATING SUPPLIES	PD	32.46
		WARRANT TOTAL		339.51
73056	SRV CONSTRUCTION INC.	OTHER IMPROVEMENTS	SWR	81,853.98
		WARRANT TOTAL		81,853.98
73057	TASTE OF HOME	BOOKS, PERIOD, RECORDS	LIB	30.98
		WARRANT TOTAL		30.98
73058	TRUCK TOYS INC	REPAIR/MAINTENANCE-EQUIP	ST	992.84
		WARRANT TOTAL		992.84
73059	TRUE VALUE	MACHINERY & EQUIPMENT	PD	9.72
		MACHINERY & EQUIPMENT	PD	2.79
		MACHINERY & EQUIPMENT	PD	3.78
		MACHINERY & EQUIPMENT	PD	12.97
		MACHINERY & EQUIPMENT	PD	2.48
		OPERATING SUPPLIES	FD	19.45
		SMALL TOOLS & MINOR EQUIP	FD	20.53
		OPERATING SUP - PARKS SHOP	PK	8.20
		OPERATING SUP - COMM CENTER	PK	6.48
		OPERATING SUP - LIBRARY	PK	15.13
		OPERATING SUP - LIBRARY	PK	3.25
		PUBLIC UTILITIES-CITY HALL	PK	5.83
		OPERATING SUPPLIES	ST	41.72
		REPAIRS/MAINT-EQUIP	ST	23.79
		MAINT OF GENERAL EQUIP	SWR	35.60
		OPERATING SUPPLIES	SAN	16.21
		WARRANT TOTAL		227.93
73060	TUCKER, WILLIAM L.	INFORMANT INFORMATION		500.00
		WARRANT TOTAL		500.00
73061	VALLEY AUTO SUPPLY	REPAIR & MAINTENANCE	CS	6.65
		REPAIR & MAINTENANCE	CS	17.68
		REPAIR & MAINTENANCE	CS	26.58
		REPAIR & MAINTENANCE	CS	21.17
		REPAIR & MAINTENANCE	CS	27.39
		REPAIR & MAINTENANCE	CS	34.82
		REPAIR & MAINTENANCE	CS	13.86

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR/MAINTENANCE-EQUIP	ST	68.59
		REPAIRS/MAINT-EQUIP	SAN	5.07
		REPAIRS/MAINT-EQUIP	SAN	15.14
		OPERATING SUPPLIES	SAN	59.80
		WARRANT TOTAL		296.75
73062	VOYAGER FLEET SYSTEMS INC.	AUTO FUEL/DIESEL	FD	36.29
		AUTO FUEL/DIESEL	PK	19.05
		OPERATING SUPPLIES	SWTR	59.90
		WARRANT TOTAL		115.24
73063	VERIZON WIRELESS	TELEPHONE	FIN	124.54
		TELEPHONE	LGL	59.49
		TELEPHONE	IT	57.27
		NEXTEL CELL PHONES		114.54
		NEXTEL CELL PHONES		14.10
		TELEPHONE	PD	57.27
		TELEPHONE	PD	559.31
		TELEPHONE	PD	386.57
		TELEPHONE	FD	129.03
		TELEPHONE	FD	150.19
		TELEPHONE	INSP	14.10
		TELEPHONE	PK	184.78
		TELEPHONE	CEM	14.10
		TELEPHONE	ST	74.10
		NEXTEL CELL PHONES		218.57
		NEXTEL CELL PHONES	SAN	154.69
		WARRANT TOTAL		2,312.65
73064	WA ASSOC OF SHERIFFS &	DUES/SUBSCRIPTIONS	PD	75.00
		WARRANT TOTAL		75.00
73065	WA ST DEPT OF NATURAL RES	MISC-DUES/SUBSCRIPTIONS	PK	17.40
		WARRANT TOTAL		17.40
73066	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	42.00
		INTERGOV SVC-GUN PERMITS	PD	36.00
		WARRANT TOTAL		78.00
73067	WA STATE TREASURER	STATE FEES		768.39
		WARRANT TOTAL		768.39
73068	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		4,051.88
		WARRANT TOTAL		4,051.88
73069	WSU URBAN IPM & PEST SAFE ED	MISC-TUITION/REGISTRATION	SWR	100.00
		MISC-TUITION/REGISTRATION	SWR	100.00
		WARRANT TOTAL		200.00
73070	WHIDBEY ISLAND BANK	OTHER IMPROVEMENTS	SWR	3,965.79
		WARRANT TOTAL		3,965.79

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
73071	WOOD'S LOGGING SUPPLY INC	MAINTENANCE OF VEHICLES	SWR 304.19
		OPERATING SUPPLIES	SAN 7.58
		WARRANT TOTAL	311.77
		RUN TOTAL	274,649.48

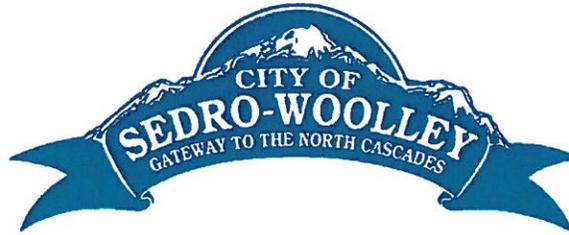
FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	56,924.10
101	PARK FUND	7,355.16
102	CEMETERY FUND	433.13
103	STREET FUND	13,308.47
104	ARTERIAL STREET FUND	70,818.34
105	LIBRARY FUND	2,424.95
108	STADIUM FUND	7,743.43
109	SPECIAL INVESTIGATION FUND	1,268.39
111	DOG FUND	193.25
401	SEWER FUND	106,502.41
412	SOLID WASTE FUND	6,647.69
425	STORMWATER	1,030.16
TOTAL		274,649.48

CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
10/12/2011 (Printed 10/06/2011 16:20)

DEPARTMENT	AMOUNT
001 000 000	4,051.88
001 000 011	133.86
001 000 012	1,706.42
001 000 013	465.27
001 000 014	989.89
001 000 015	152.81
001 000 017	162.69
001 000 018	336.79
001 000 019	453.77
001 000 020	175.87
001 000 021	26,739.70
001 000 022	21,478.63
001 000 024	76.52
FUND CURRENT EXPENSE FUND	56,924.10
101 000 076	7,355.16
FUND PARK FUND	7,355.16
102 000 036	433.13
FUND CEMETERY FUND	433.13
103 000 042	13,308.47
FUND STREET FUND	13,308.47
104 000 042	70,818.34
FUND ARTERIAL STREET FUND	70,818.34
105 000 072	2,424.95
FUND LIBRARY FUND	2,424.95
108 000 019	7,743.43
FUND STADIUM FUND	7,743.43
109 000 021	1,268.39
FUND SPECIAL INVESTIGATION FUND	1,268.39
111 000 021	193.25
FUND DOG FUND	193.25
401 000 035	106,502.41
FUND SEWER FUND	106,502.41
412 000 037	6,647.69
FUND SOLID WASTE FUND	6,647.69
425 000 039	1,030.16
FUND STORMWATER	1,030.16
TOTAL	274,649.48

OCT 12 2011

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



RESOLUTION NO. ____-11

A RESOLUTION REQUESTING ASSISTANCE FROM OUR STATE AND FEDERAL LEGISLATIVE DELEGATIONS TO SUPPORT THE CONTINUED VIABILITY OF UNITED GENERAL HOSPITAL IN SEDRO-WOOLLEY

WHEREAS, United General Hospital has existed and served the Skagit County region for generations; and

WHEREAS, UGH employs 405 people with an annual payroll of \$23,490.00; and

WHEREAS, UGH serves the community with 87,400 patient visits each year; and

WHEREAS, Proposed state and federal legislation would fundamentally alter reimbursement rates and support for UGH that could threaten the hospital's economic viability; and

WHEREAS, State and federal mandates, along with the crushing burden of uncompensated care which has more than doubled in the last seven years to an annual cost of approximately \$5,000,000.00, have posed significant economic challenges for UGH; and

WHEREAS, the City Council of the City of Sedro-Woolley believe that the continued existence and viability of UGH is critical to our community; Now, Therefore;

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

Section 1. The City Council does hereby request the assistance and support of our state and federal legislative delegations to advocate for laws and policies that support United General Hospital in Sedro-Woolley.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 12th day of October, 2011.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

OCT 12 2011

ORDINANCE NO.

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

AN ORDINANCE AMENDING SWMC 6.08 TO REQUIRE REVENUE GENERATED UNDER THAT
CHAPTER TO BE DEPOSITED INTO THE CITY'S DOG RESERVE FUND, FUND 111 AND
ESTABLISHING THAT FUND UNDER SWMC 3.72.010

Whereas, SWMC 6.08 establishes rules and regulations for the keeping of, impoundment, destruction and redemption of dogs within the City of Sedro-Woolley, and

Whereas, the City charges fees as authorized in SWMC 6.08; and

Whereas, the City Council has established a number of reserve funds for various purposes and now desires to establish a reserve fund for use on dogs, including the SWPD kennel, care and maintenance of dogs in custody, the SW Bark Park and other related dog expenses and projects; and

Whereas, the Council desires to designate a fund to receive those fees for future use consistent with the purpose of that fund, now therefore,

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

Section 1. Section 3.72.010 SWMC is amended to establish the following new reserve fund:

Dog Reserve Fund.

Section 2. A new section in Chapter 6.08 shall be created as follows:

One hundred percent (100%) of the revenue generated from this chapter shall be deposited into the City's Dog Reserve Fund (Fund 111).

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

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

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

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: October 12, 2011
Second Reading by City Council:
Approval by City Council:
Published:

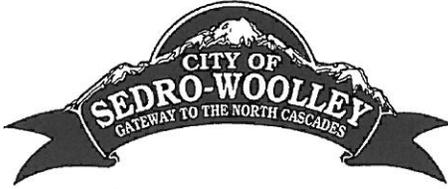
CITY COUNCIL AGENDA
REGULAR MEETING

OCT 12 2011

CITY OF SEDRO-WOOLLEY

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

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: Annual Insurance
FOR MEETING ON: October 12, 2011

ISSUES: Should the Council authorize the Mayor to enter into an insurance agreement with CIAW for insurance coverage from September 1, 2011 to August 30, 2012, a contract with Wallace & Associates for brokerage services and authorize the City Supervisor to give notice to CIAW

BACKGROUND: As I reported to the Council in late August, the premium for CIAW this year is \$161,337.52 plus some additional cost for newly covered property and equipment. Our 2010-2011 premium was \$157,796.02 (including the broker fee). I am anticipating that we will conduct a more detailed process for next year and solicit quotes from both major pools as well as any private insurance options that are viable.

Also, Wallace & Associates has requested our business as insurance broker for the next policy year at a cost of \$3,500.00. I believe their efforts as broker this year saved the City at least that much money, making this a worthwhile service to continue.

Finally, as in the prior four years, I would like authorization to give CIAW notice of our intent to withdraw at the end of the 2011-2012 year so we have the flexibility to solicit quotes from competitors and select the insurance pool that best meets our needs at the time.

RECOMMENDATIONS: Three motions are requested as follows:

1. Motion to authorize the Mayor to accept the quote and sign any necessary documentation to retain CIAW for 2011-2012 insurance services.
2. Motion to authorize the Mayor to sign the agreement with Wallace & Associates as the City's insurance broker for 2011-2012.
3. Motion to authorize the City Supervisor to mail the attached letter to CIAW giving notice of the City's intent to withdraw from the pool on August 30, 2012.



City of Sedro-Woolley
Eron Berg, City Supervisor
325 Metcalf Street
Sedro-Woolley, WA 98284

September 23, 2011

Re: Broker Service Agreement 2011-12

Dear Eron,

Please find enclosed the 2011-12 Broker Service agreement as respects the CIAW Insurance program. The language is the same as the prior agreement for 2010-11. Also attached is a certificate of insurance outlining our General Liability, Auto and E & O Liability limits as required by the City.

I'd like to thank you again Eron for the opportunity to assist you and your staff with the Cities insurance program. I think we came up with some good resolutions to some hurdles that were out there. I also think we have laid some good groundwork for exploring future insurance possibilities outside CIAW, but not to say the Canfields has not been a good partner all these years.

Let me know if you have any questions with this document and I look forward to a good 2011-12 Insurance year!

Yours truly,

A handwritten signature in blue ink, appearing to read "Glenn Ash", is written over the typed name.

Glenn Ash

CITY OF Sedro-Woolley
PROFESSIONAL SERVICES AGREEMENT
Insurance Broker

THIS AGREEMENT made and entered into on this 1st day of September, 2011, 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

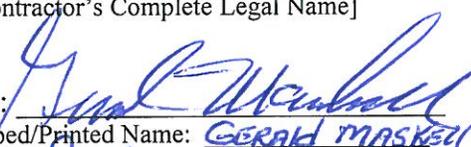
	<i>CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.</i>
<p>CITY OF Sedro-Woolley WASHINGTON</p> <p>By: _____ Mike Anderson, Mayor</p> <p>_____</p> <p>Date _____</p>	<p>Corporation <u>NORTH WALLACE AGENCY, INC.</u> [Contractor's Complete Legal Name]</p> <p>By:  Typed/Printed Name: <u>GERALD MASKELL</u> Its <u>SEC/TRES</u> Date: <u>9/19/2011</u></p>
<p>ATTEST:</p>	
<p>Eron Berg, City Supervisor <u>Patsy Nelson, FINANCE DIRECTOR</u> Date: _____</p>	
<p>APPROVED AS TO FORM:</p>	
<p>_____ Eron Berg, City Attorney Date: _____</p>	

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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: GA

DATE (MM/DD/YYYY)

03/18/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace & Associates P.O. Box 405/200 Fairhaven Burlington, WA 98233 Josh Top		360-755-0631 360-755-9389	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: WALLA-1	FAX (A/C, No):
INSURED Norm Wallace Agency Inc dba Wallace & Associates PO Box 405 Burlington, WA 98233		INSURER(S) AFFORDING COVERAGE INSURER A : American Economy Insurance Co. INSURER B : Utica National Insurance Group INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 19690

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

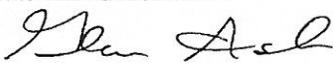
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		02BP858053-2	12/09/10	12/09/11	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY	X		02BP858053-2	12/09/10	12/09/11	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X		01CT109067-50	12/09/10	12/09/11	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 5,000,000
							\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Errors & Omission			1045424	08/18/11	08/18/12	Occurrence 10,000,000
							Aggregate 11,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an additional named insured as respect 9-1-10 to 9-1-11 contract for General and Auto liability. Professional liability does not allow for add'l insured status.

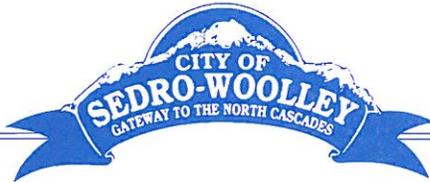
CERTIFICATE HOLDER**CANCELLATION**

CITYOFS City of Sedro Woolley 325 Metcalf St Sedro Woolley, WA 98284	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2009 ACORD CORPORATION. All rights reserved.

OCT 12 2011

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



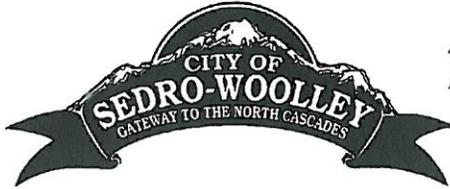
SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

UNFINISHED
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 12 2011



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Smoking in Parks
FOR MEETING: October 12, 2011

ISSUE: Should the Council adopt the attached ordinance modifying the SWMC to prohibit smoking in Memorial Park, Hammer Heritage Square and within 25 feet of city owned playgrounds?

BACKGROUND: This item has been discussed on numerous occasions at the parks committee and at Council worksessions with a first reading on September 28th. Fundamentally, the concern that has been raised is two-fold: 1. Exposure to tobacco use in public parks is unhealthy and offensive to many residents, and 2. The impacts of tobacco use in parks includes increased litter in the parks and facilities (i.e., butts in playgrounds) and damage to facilities (i.e., soot marks at the gazebo in HHS).

The attached ordinance bans smoking at Memorial Park (including the walkways and parking areas), Hammer Heritage Square, and within 25 feet of city owned playgrounds. Violations of these restrictions include civil infractions of \$50, \$100 and \$250 (1st, 2nd, 3rd violations) with a 4th violation within a year resulting in a criminal misdemeanor.

The following information is provided in response to past questions:

State Street High School has been a regular source of smokers to Memorial Park. RCW 28A.210.310 prohibits all smoking on school property and reads as follows:

RCW 28A.210.310

Prohibition on use of tobacco products on school property.

(1) To protect children in the public schools of this state from exposure to the addictive substance of nicotine, each school district board of directors shall have a written policy mandating a prohibition on the use of all tobacco products on public school property.

(2) The policy in subsection (1) of this section shall include, but not be limited to, a requirement that students and school personnel be notified of the prohibition, the posting of signs prohibiting the use of tobacco products, sanctions for students and school personnel who violate the policy, and a requirement that school district personnel enforce the prohibition. Enforcement policies adopted in the school board policy shall be in addition to the enforcement provisions in RCW [70.160.070](#).

[1997 c 9 § 1; 1989 c 233 § 6. Formerly RCW [28A.31.170](#).]

Existing Sedro-Woolley code prohibits youth smoking parks and is codified in SWMC 9.75, reproduced below:

9.75.010 Definitions.

For purposes of this chapter, the following terms shall mean as follows, unless otherwise required by the context:

- A. "Minor" means an individual less than the age of eighteen years.
- B. "Public place" means a public street, alley, right-of-way, sidewalk, park or any structure, facility or area within the city generally open to the public. By way of example, and not by way of limitation, it shall include schools, school grounds, stores, restaurants, parking lots, the interior of a motor vehicle located upon or within a public place, or private property upon which the individual does not have specific authority to be present.
- C. "Tobacco product" or "tobacco" means a product which contains tobacco and is intended for human consumption; provided, that, with the goal of insuring consistency with state law, to the extent that RCW 70.155.010(7), as now existing or hereafter amended or succeeded provides a definition which is broader, said statutory definition shall be deemed to be adopted by this reference. By way of representation, it shall include cigarettes, cigars, cigarillos, and chewing tobacco. (Ord. 1329-99 § 1, 1999)

9.75.020 Violation—Infraction.

A minor commits an infraction who either:

- A. Purchases or attempts to purchase or obtains or attempts to obtain tobacco products; or
- B. Uses or consumes a tobacco product in a public place. Upon a finding of committed, that individual shall be subject to the civil penalties, and mitigation therefrom, set forth in Section [9.75.030](#). (Ord. 1329-99 § 2, 1999)

9.75.030 Violation—Penalty.

An individual found to have violated the provisions of Section [9.75.020](#) shall be subject to the following penalties:

- A. For the first violation, a monetary penalty of fifty dollars or, in the discretion of the court, proof of successful participation in a smoking cessation program, or both.
- B. For the second violation found to have been committed, a monetary penalty of fifty dollars and, upon the order of the court, proof of successful participation in a smoking cessation program.

C. For the third and successive violations found to have been committed, a monetary penalty of up to two hundred fifty dollars; provided, that, seventy-five dollars of such penalty may not be suspended nor deferred. (Ord. 1329-99 § 3, 1999)

9.75.040 Unlawful acts.

It is unlawful to sell, give or transfer, or to allow the sale, giving or transfer to any minor any tobacco product, including, but not limited to any cigar, cigarette, chewing tobacco, or to do or allow the same acts in relation to cigarette papers or wrappers. Compliance with RCW 70.155.090(2), as now existing or hereafter amended or succeeded shall be a defense to a prosecution under this section. A conviction of a violation of this section is a crime, and shall be subject to punishment as provided in Section [9.86.010](#) of the Sedro-Woolley Municipal Code. (Ord. 1329-99 § 4, 1999)

RECOMMENDATION: Motion to adopt Ordinance _____-11, an ordinance prohibiting smoking in Memorial Park, Hammer Heritage Square and within 25 feet of city owned playgrounds.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY,
WASHINGTON, PROHIBITING SMOKING IN CERTAIN PUBLIC PLACES
AND ESTABLISHING PENALTIES FOR VIOLATIONS**

WHEREAS, the City is an optional municipal code city, organized under Title 35A RCW, with all powers possible for a city or town to have under the Constitution and laws of the State; and

WHEREAS, the City Council finds that smoking in certain public parks has resulted in increased litter in the parks and parks facilities and damage to the grounds and facilities; and

WHEREAS, the City Council finds that medical and scientific studies generally indicate that exposure to smoke, even from a second or third hand sources, can have adverse health consequences; and

WHEREAS, citizens have complained and requested that certain parks and play areas be designated as no smoking, particularly to protect children from tobacco smoke; and

WHEREAS, the City Council finds that it is in the interests of the public health, safety and welfare to adopt the policies set forth below, now therefore;

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

SECTION 1. Chapter 9.45 of the Sedro-Woolley Municipal Code is hereby enacted, and shall read as follows:

9.45.010 Intent.

It is declared to be the policy of the city to minimize the exposure of citizens to the harmful physiological and psychological effects of tobacco use. It is the express intent of the city to restrict tobacco use in certain public parks and playgrounds; preserving for the community the use, value and enjoyment of public parks and playgrounds and the quality of the environment. The ordinance codified in this chapter should be construed consistent with this intent.

9.45.020 Unlawful acts designated.

It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other smoking material within Memorial Park, including the walkways and parking lots around the Library, Senior Center, Community Center and shelter, Hammer Heritage Square, and

within twenty five (25) feet of any city owned playground. The parks department shall post signs in appropriate locations notifying the public of these restrictions.

9.45.030 Violation—Penalty.

Any person who violates any of the provisions of this chapter shall have committed a civil infraction. Procedure for issuance of a notice of infraction and the processing thereof in the courts shall be substantially as set forth for traffic infraction pursuant to the justice court traffic infraction rules as now or hereafter promulgated by the Washington State Supreme Court or local court rules. Penalties for violations shall be as follows:

- A. Upon a first violation, a fine of not more than fifty dollars;
- B. Upon a second violation, a fine of not more than one hundred dollars;
- C. Upon a third violation, a fine of not more than two hundred fifty dollars.
- D. In all cases in which the court determines that an infraction has been committed, court costs shall be assessed in addition to any monetary penalty.
- E. There shall be an additional penalty of \$100.00 for failure to respond to a notice of infraction.
- F. All monetary penalties imposed pursuant to this chapter shall be payable immediately. If the person who committed the infraction is unable to pay at that time, the court may, in its discretion, grant an extension of time or allow payment in installments. In lieu of payment for all or part of the monetary penalty, the court may provide for the performance of community service.

9.46.040 Repeated violations are crimes.

Any person who violates any of the provisions of this chapter more than three times in any twelve-month period of time shall have committed a misdemeanor which shall be punishable as set forth in Section [9.86.010](#).

SECTION 2. If any of the provisions of this chapter or its application to any person or circumstances is held invalid, the remainder of this chapter or the application of the provision to other persons or circumstances is not affected, and to this end, the provisions of this chapter are declared to be severable.

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

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

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

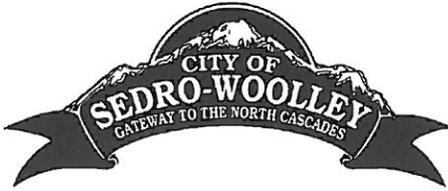
Eron Berg, City Attorney

First Reading by City Council: September 28, 2011
Second Reading by City Council: October 12, 2011
Approval by City Council:
Published:

NEW
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 12 2011



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Redistricting
DATE: October 12, 2011

ISSUE: Should the Council adopt the attached ordinance which redistricts the council wards using 2010 US Census data?

BACKGROUND: A public hearing is planned for the October 26 meeting. This item is presented tonight for a first reading only.

RCW 29A.76.010 requires the city to review and modify its wards using the most recent US Census data. Most of our wards were fairly evenly divided, however, as you can see on the attached worksheet, the new target is 1757 people and the existing wards range from 1916 (ward 1) to 1613 (ward 3).

The attached ordinance modifies wards 1, 3, 4 and 5 and is depicted on the maps attached.

I note that Julie performed the mapping work in house which saved the city the cost of a consultant and is another example of our employees stepping up to the plate and getting the job done in a cost effective manner.

RECOMMENDATION: FIRST READING ONLY: Motion to adopt the attached ordinance which redistricts the council wards using 2010 US Census data.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 1.12 TO ADJUST THE BOUNDARIES OF THE CITY'S WARDS
FOLLOWING THE 2010 U.S. CENSUS

Whereas, RCW 29A.76.010 requires the City to review and redistrict its wards based on information from the most recent U.S. Census and within eight months of the receipt of that data, and

Whereas, the most recent U.S. Census is from the 2010 Census and was received by the City on April 8, 2011; and

Whereas, the existing wards have the following populations: Ward 1, 1916; Ward 2, 1763; Ward 3, 1613; Ward 4, 1689, Ward 5, 1874; and Ward 6, 1728; and

Whereas, the City's population has increased to 10540 from the 2000 U.S. Census population of 8658; and

Whereas, the target population for equal distribution across the six wards is 1757; and

Whereas, the City Council reviewed the proposed maps in a public meeting, held a public hearing on October 28, 2011 and publicly reviewed the proposed changes on October 12, 2011 and again on October 28, 2011; and

Whereas, the Council desires to redistrict consistent with the 2010 U.S. Census and as required by state law, now therefore,

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

Section 1. Parts of Chapter 1.12 SWMC are amended and revised to read as follows (all other sections remain unchanged):

1.12.020 Ward I.

Ward I shall consist in all that territory in the city bounded as follows:

Commencing at the intersection of the centerline of F & S Grade Road and the city limit boundary of the City of Sedro-Woolley; thence southerly along the city limit boundary of the City of Sedro-Woolley to its intersection with the centerline of ~~State Route 9~~ Rhodes Road; thence north along the centerline of ~~State Route 9~~ Rhodes Road to its intersection with the centerline of State Route 20; thence east along the centerline of State Route 20 to its intersection with the centerline of Borseth Street; thence South along the centerline of Borseth Street to its intersection with the south right of way line of the E-W

~~centerline of the Burlington Northern Railroad; thence east along the south right of way line of the E-W centerline of the Burlington Northern Railroad to the intersection of State Route 20 with the east right of way line of the N-S centerline right of way of the Burlington Northern Railroad, said intersection located in Section 24, T35N R04E, W.M.; thence north along the east right-of-way centerline of the N-S centerline of the right of way of the Burlington Northern Railroad to its intersection with the city limit boundary of the City of Sedro-Woolley; thence west along the city limit boundary of the City of Sedro-Woolley to the point of beginning; Together with any additions thereto lying Westerly of the east right-of-way line centerline of the N-S centerline right of way of the Burlington Northern Railroad and Westerly of the centerline of State Route 9 Rhodes Road, as illustrated on the map attached to the ordinance codified in this chapter.~~

1.12.030 Ward II.

Ward II shall consist in all that territory in the city bounded as follows:

Commencing at the intersection of the centerline of Brickyard Creek and the centerline of N. Reed Street; thence south along the centerline of N. Reed Street to its intersection with the centerline of State Route 20; thence east along the centerline of State Route 20 to its intersection with the centerline of State Route 9; thence north along the centerline of State Route 9 to its intersection with the city limit boundary line of the City of Sedro-Woolley; thence west along the city limit boundary of the City of Sedro-Woolley to its intersection with the centerline of Brickyard Creek; thence east along the centerline of Brickyard Creek to the point of beginning; Together with any additions thereto lying Westerly of the centerline of State Route 9, Northerly of the present city limit boundary line, and Easterly of the East right-of-way line of the N-S centerline of the Burlington Northern Railroad, as illustrated on the map attached to the ordinance codified in this chapter.

1.12.040 Ward III.

Ward III shall consist in all that territory in the city bounded as follows:

Commencing at the intersection of the centerline of S. Third Street and the south city limit boundary of the City of Sedro-Woolley; thence north along the centerline of S. Third Street to the centerline of Third Street; thence continuing north along the centerline of Third Street to its intersection with the centerline of State Street; thence east along the centerline of State Street to the centerline of Haines Avenue; thence north along the centerline of Haines Avenue to its intersection with the centerline of State Route 20; thence west

along the centerline of State Route 20 to its intersection with the centerline of N. Reed Street; thence north along the centerline of N. Reed Street to its intersection with the centerline of Brickyard Creek; thence west along the centerline of Brickyard Creek to its intersection with the east right-of-way line of the Burlington Northern Railroad; thence south along the east right-of-way line of the Burlington Northern Railroad to its intersection with the projected centerline of ~~Borseth~~ East Jones Street; thence South along the centerline of the N-S right of way of the Burlington Northern Railroad of ~~Borseth Street~~ to its intersection with the centerline of State Route 20; thence west along the centerline of State Route 20 to its intersection with the centerline of ~~State Route 9~~ Rhodes Road; thence south along the centerline of ~~State Route 9~~ Rhodes Road to its intersection with the city limit boundary of the City of Sedro-Woolley; thence east along the city limit boundary of the City of Sedro-Woolley to the point of beginning; Together with any additions thereto lying Easterly of the centerline of ~~State Route 9~~ Rhodes Road, Southerly of the present city limit boundary line, and Westerly of (South) Third Street, as illustrated on the map attached to the ordinance codified in this chapter.

1.12.050 Ward IV.

Ward IV shall consist in all that territory in the city bounded as follows:

Commencing at the intersection of the centerline of Third Street and the centerline of State Street; thence east along the centerline of State Street to its intersection with the centerline of ~~Township Street~~ Haines Avenue; thence north along the centerline of Haines Avenue to its intersection with the centerline of Ferry Street; thence east along the centerline of Ferry Street to its intersection with the centerline of Ball Street; thence south along the centerline of Ball Street to its intersection with the centerline of State Street; thence east along the centerline of State Street to its intersection with the centerline of Township Street; thence south along the centerline of Township Street ~~if extended~~ to its intersection with the ~~city limit boundary of the City of Sedro-Woolley~~ south right-of-way line of Dunlop Street; thence west along the south right-of-way line of Dunlop Street and the city limit boundary of the City of Sedro-Woolley to its intersection with the centerline of S. Third Street; thence north along the centerline of S. Third Street to the centerline of Third Street; thence continuing north along the centerline of Third Street to the point of beginning; Together with any additions thereto lying Easterly of the centerline of (South) Third Street, Southerly of the present city limit boundary line, Westerly of the centerline of Township Street, and Northerly

of the centerline of River Road, as illustrated on the map attached to the ordinance codified in this chapter.

1.12.060 Ward V.

Ward V shall constitute all that territory in the city south bounded as follows:

Commencing at the intersection of the centerline of State Route 20 and the centerline of Haines Avenue; thence east along the centerline of State Route 20 to its intersection with the centerline of State Route 9; thence north along the centerline of State Route 9 to its intersection with the city limit boundary of the City of Sedro-Woolley; thence easterly and southerly along the city limit boundary of the City of Sedro-Woolley to its intersection with the centerline of Wicker Road; thence west along the centerline of Wicker Road to its intersection with the centerline of Township Street; thence south along the centerline of Township Street to its intersection with the centerline of State Street; thence west along the centerline of State Street to its intersection with the centerline of ~~Haines Avenue~~ Ball Street; thence north along the centerline of Ball Street to the centerline of Ferry Street; thence west along the centerline of Ferry Street to the centerline of Haines Avenue; thence north along the centerline of Haines Avenue to the point of beginning; Together with any additions thereto lying Northerly of the centerline of Wicker Road lying West of the centerline of Claybrook Road, Easterly of the centerline of State Route 9 lying North of the centerline of State Route 20, and Northerly of the centerline of State Route 20 lying East of the intersection of the centerline of Claybrook Road extended Northerly, as illustrated on the map attached to the ordinance codified in this chapter.

1.12.070 Ward VI.

Ward VI shall consist in all that territory in the city bounded as follows:

Commencing at the intersection of the centerline of Township Street and its intersection with the centerline of Wicker Road; thence east along the centerline of Wicker Road to its intersection with the city limit boundary of the City of Sedro-Woolley; thence east and south along the city limit boundary of the City of Sedro-Woolley to its intersection with the centerline of Township Street, said intersection located along the west line of Section 30, T35N R05E, W.M.; thence north along the centerline of Township Street to the point of beginning; Together with any additions thereto lying Northerly of River Road (east and west of Township Street), Easterly of Township Street lying South of Wicker Road, Easterly of the centerline of Claybrook Road extended Northerly lying North of the centerline of Wicker Road, and

South of the centerline of SR 20, as illustrated on the map attached to the ordinance codified in this chapter.

Section 2. This ordinance shall be effective January 1, 2012, which is more than five (5) days after passage and publication as provided by law.

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

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

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: October 12, 2011
Second Reading by City Council:
Approval by City Council:
Published:

City of Sedro-Woolley Precints - 2010

SUMLEV	GEOID10	NAME	STATE	COUNTY	VTD	UGA	2010 Census Total population	Average of Total Population	Annexation	Precint 7	Average Population Difference	Need to:	
700	5305757401	Sedro-Woolley 1 Voting District	53	057	57401		1892	1757	21	3	159	take	
700	5305757402	Sedro-Woolley 2 Voting District	53	057	57402		1763	1757			6	leave	
700	5305757403	Sedro-Woolley 3 Voting District	53	057	57403		1613	1757			(144)	add	
700	5305757404	Sedro-Woolley 4 Voting District	53	057	57404		1689	1757			(68)	add	
700	5305757405	Sedro-Woolley 5 Voting District	53	057	57405		1852	1757	22		117	take	
700	5305757406	Sedro-Woolley 6 Voting District	53	057	57406		1728	1757			(29)	leave	
700	5305757407	Sedro-Woolley 7 Voting District	53	057	57407		3						
							10540						
2000 Total Populaton: 8658							AVG	1756.6667					
2010 Total Populaton: 10540													
Population Increase 1882 or 21.74%													

Worksheet:

Ward One	Population
2010	1892
Ward 7	3
Annexation	21
TOTAL:	1916
Remove Block 1007	0
Remove Block 1011	121
Remove Block 4034	14
Remove Block 1005	47
Remove Block 1006	9
Remove Block 1022	0
Remove Block 4004	0
Remove Block 4032	0
New Total:	1725
Average	1757
Diff	-32

Ward Two	Population
2010	1763
TOTAL:	1763

No Change Needed

Ward Three	Population
2010	1613
TOTAL:	1613
Add Block 1007	0
Add Block 1011	121
Add Block 4034	14
Add Block 1005	47
Add Block 1006	9
Add Block 1022	0
Add Block 4004	0
Add Block 4032	0
New Total:	1804
Average	1757
Diff	47

Ward Four	Population
2010	1689
TOTAL:	1689
Add Block 5025	22
Add Block 5024	23
Add Block 5026	44
Add Block 5027	17
New Total:	1795
Average	1757
Diff	38

Ward Five	Population
2010	1852
Annexation	22
TOTAL:	1874
Remove Block 5025	22
Remove Block 5024	23
Remove Block 5026	44
Remove Block 5027	17
New Total:	1768
Average	1757
Diff	11

Ward Six	Population
2010	1728
TOTAL:	1728

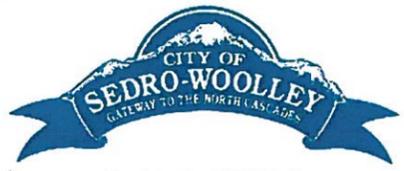
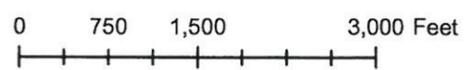
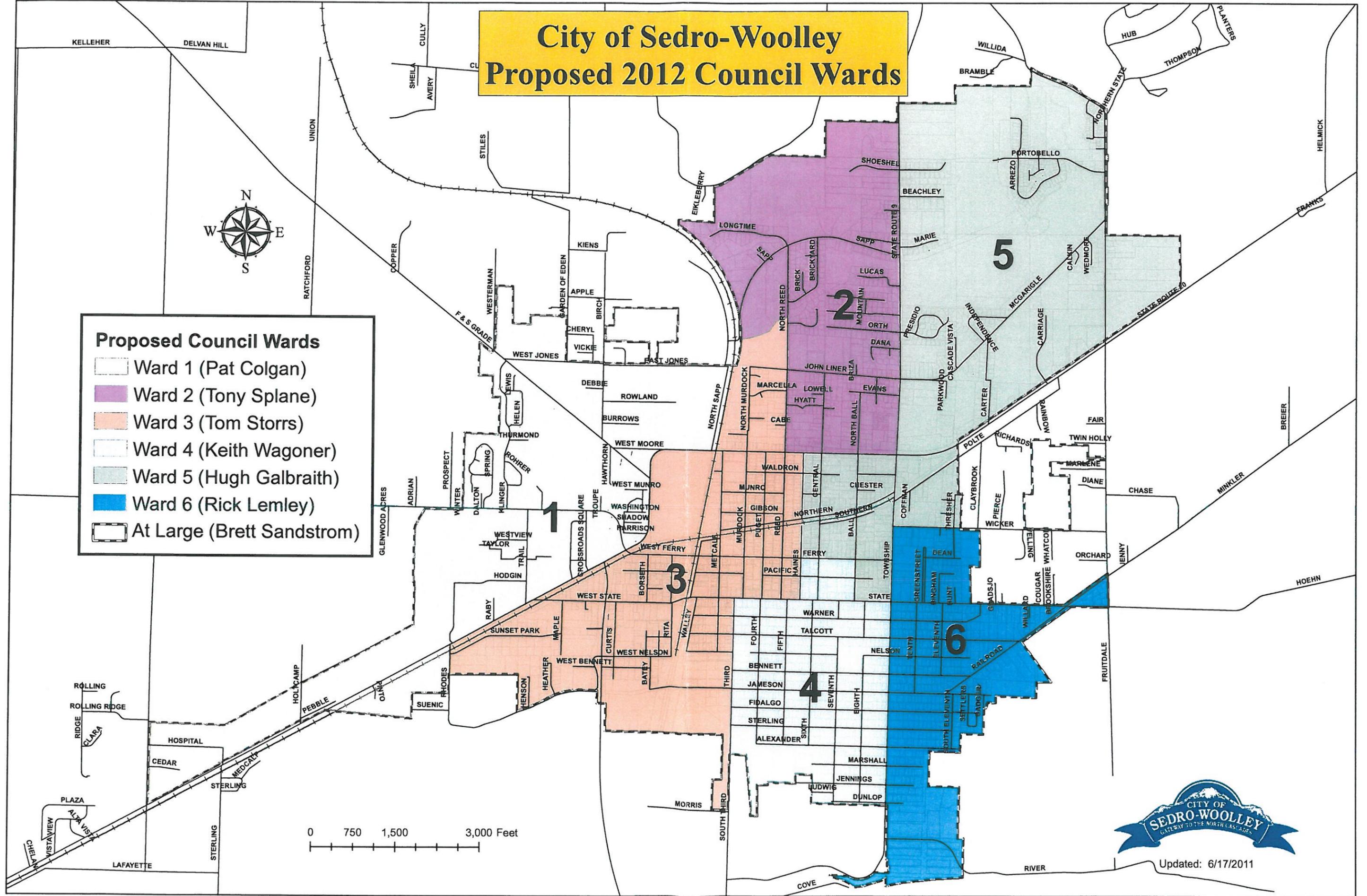
No Change Needed

City of Sedro-Woolley Proposed 2012 Council Wards



Proposed Council Wards

- Ward 1 (Pat Colgan)
- Ward 2 (Tony Splane)
- Ward 3 (Tom Storrs)
- Ward 4 (Keith Wagoner)
- Ward 5 (Hugh Galbraith)
- Ward 6 (Rick Lemley)
- At Large (Brett Sandstrom)



Updated: 6/17/2011

OCT 12 2011

ORDINANCE NO. _____

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

**AN ORDINANCE AMENDING SECTION 1, TABLE 2 OF ORDINANCE 1712-11
TO CORRECT AN ERROR IN THE RENTAL FEES CHARGED FOR
MULTIPLE PICK UPS OF GARBAGE**

WHEREAS, The City Council adopted Ordinance 1712-11 on August 24, 2011;
and

WHEREAS, the City Council was informed by staff that the proposed changes in the billing structure to aggregate rental charges into the base charges were not intended to raise rates, but were instead intended to save the utility money; and

WHEREAS, Table 2 in Section 1 of Ordinance 1712-11 resulted in duplicative rental fees for customers with multiple weekly pick-ups; and

WHEREAS, the City Council desires to correct the ordinance to conform to the intent of the Council; and

WHEREAS, the City Council finds that it is in the interests of the public health, safety and welfare to adopt amendment set forth below, now therefore;

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

Section 1: Ordinance 1712-11, Section 1.A.3. Table 2 is amended to read as follows:

Table 2: Commercial and Multifamily.

Commercial, 32-gal. can	\$ 17.84		
Commercial, 68-gal. can	28.34		
Commercial, 95-gal. can	38.59		
Commercial, 1-yard container	78.20	Each extra pick up	70.20
Commercial, 2-yard container	103.40	Each extra pick up	94.40
Commercial, 3-yard container	154.00	Each extra pick up	142.00

Commercial, 4-yard container	202.80	Each extra pick up	186.80
Commercial, 6-yard container	299.20	Each extra Pick up	279.20
Commercial, 8-yard container	400.00	Each extra pick up	377.00
Commercial, 30-yard container	\$150.00 haul fee, actual charges for disposal, and \$50.00 delivery fee, plus rental fee of \$50.00 per month		
Multifamily, apartments, cabin courts and trailer park units, etc.	Applicable commercial rate plus \$2.50 per unit for recycling		

Section 3. The Finance Director is authorized to correct billing statements and issue credits to accounts that were charged in excess of the table above, following the effective date of Ordinance 1712-11.

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

Section 5. The effective date of this Ordinance shall be 5 days after passage and publication as provided by law.

Passed and approved this _____ day of _____, 2011.

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

First Reading: October 12, 2011

Second Reading: waived

Passed by the City Council:

Signed by the Mayor:

Date of Publication:

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS