

Next Ord: 1718-11  
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 26, 2011

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

- a. Minutes from Previous Meeting
  - b. Finance
    - Claim Checks #73072 to #73177 in the amount of \$734,727.99.
    - Payroll Checks #51528 to #51633 in the amount of \$186,410.24.
  - c. Interlocal Agreement - Upper Skagit Community for Reciprocal Library Borrowing
  - d. Interlocal Agreement - La Conner Regional Library District for Reciprocal Library Borrowing
  - e. Interlocal Agreement - Skagit County for Provision of Community Services - 2012
  - f. Interlocal Agreement - Skagit County for Work Performed, Materials, and Use of Equipment with Operator
  - g. Request for Approval of Interagency Agreement - FY 2012-2013 Puget Sound Local Source Control Specialists Partnership
  - h. Frontier Communications PRI Contract Renewal
4. Public Comment (Limited to 3-5 minutes)

### PUBLIC HEARING

5. Redistricting (*2<sup>nd</sup> reading*)

### UNFINISHED BUSINESS

6. Retaining impact fee and general facility charge credits for buildings that are demolished

### NEW BUSINESS

7. Park Fee Ordinance - Community Center Rental Rates for Annual Users (*1<sup>st</sup> reading*)
8. Storm Water Utility (*1<sup>st</sup> reading*)

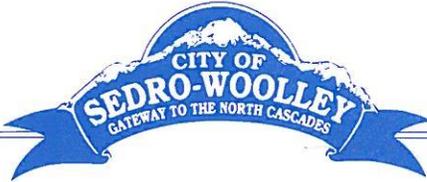
### COMMITTEE REPORTS AND REPORTS FROM OFFICERS

9. SR 20 Widening Project Update

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

OCT 26 2011

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



DATE: October 26, 2011  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT  
CALENDAR

1. CALL TO ORDER - The Mayor will call the October 26, 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 26 2011

-----  
CITY OF SEDRO-WOOLLEY  
-----

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

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

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

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

Pledge of Allegiance

Mayor Anderson announced the addition of Claim check #73072 payable to USDA in the amount of \$19,686.00 to the consent calendar.

Consent Calendar

- Minutes from Previous Meeting (Including October 5, 2011 Worksession)
- 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.
- Resolution 851-11 – Requesting Assistance from our State and Federal Legislative Delegations to Support the Continued Viability of United General Hospital in Sedro-Woolley
- 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
- Annual Insurance
  1. CIAW for 2011-2012 Insurance Services
  2. Agreement with Wallace & Associates
  3. Intent to Withdraw Letter to CIAW

Councilmember Colgan moved to approve the consent calendar Items A through E to include the additional claim check. Seconded by Councilmember Splane. Motion carried (7-0).

Public Comment

Rick Judd – 1310 Fruitdale Road, addressed the Council regarding cars parking on McGargile Road in the fire lane and across the sidewalk since the youth football games have started playing at Cascade Middle School.

Bill Storie – Officer with the Police Department stated he had responded to calls in the area regarding the parking situation. He requested the City place some “No Parking” signs in front of the gate.

## Proclamation

Mayor Anderson read a proclamation declaring October 25, 2011 Soroptimist Day in Sedro-Woolley and encouraged all residents to honor and acknowledge the Soroptimists for their hard work and dedication to the community.

## **UNFINISHED BUSINESS**

### Ordinance – Smoking in Parks

City Supervisor/Attorney Berg addressed the second read of the proposed ordinance on smoking in City parks. A letter from the Farmer's Market in support of the ordinance was read into the record. He reviewed the areas affected to include no smoking at Memorial Park (including the walkways and parking areas), Hammer Heritage Square, and within 25 feet of city owned playgrounds.

Councilmember Sandström moved to adopt Ordinance No. 1715-11 An Ordinance Prohibiting Smoking in Memorial Park, Hammer Heritage Square and within 25 feet of City Owned Playgrounds. Seconded by Councilmember Wagoner. Motion carried (6-1, Councilmember Splane opposed).

## **NEW BUSINESS**

### Redistricting

City Supervisor/Attorney Berg reviewed the proposed redistricting of the political wards as required by RCW 29A.76.010. He noted this is to ensure that one person equals one vote and that one ward doesn't have a greater influence than another by having fewer people. Berg credited Julie Rosario of the Engineering Department for helping with the mapping work in house in order to get the job done in a cost effective manner. He reviewed the changes and noted this is a first read and a public hearing is scheduled for the October 26<sup>th</sup> meeting.

Discussion ensued regarding potential future growth and readjustments every 10 years corresponding with the US Government Census.

### 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

City Supervisor/Attorney Berg reviewed the proposed amendment to Ordinance No. 1712-11 which will correct an error in the rental fees charged for commercial container accounts with multiple pick up of garbage. He noted the Utility committee recommended changing to the original intent which was to roll the rental fees into the rate structure to minimize the tax exposure with the State. The ordinance also authorizes the Finance

Director to correct billing statements and issue credits to those affected. Staff requested Council pass the ordinance on the first read.

Councilmember Storrs moved to approve Ordinance No. 1716-11, 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. Seconded by Councilmember Splane. Motion carried (7-0).

#### School Resource Officer

City Supervisor/Attorney Berg reported the School District is in the process of putting together their M & O Levy for the next biennium (2013-2014). The question has come up regarding funding of a School Resource Officer. He noted this is a position the Police Department is interested in and has attempted to fund through grants with no success. Preliminary conversations have taken place regarding a joint venture with the School District. The Public Safety Committee met and expressed interest to participate with the City covering the costs of anything over \$75,000 per year which would be approximately \$50,000 over a two year period. The Officer would be tasked to the school during the school year with summers to be included in the normal rotation within the department. Should the Council be interested in exploring the topic further, staff requested authorization to send a letter to the School District to further the conversation.

Councilmember Wagoner reported on discussions he has had with Superintendent Venn on the idea. He stated he was positive but had reservations as to the affect it might have on the passing of the levy. Wagoner believes this type of program would be a positive for the City.

Discussion took place regarding Lakewood's experience with a School Resource Officer which was included within their levy.

Councilmember Colgan moved to authorize the Mayor to send a letter to Sedro-Woolley School District authorizing participation with the Resource Officer with a 75/25 cost allocation. Seconded by Councilmember Sandström.

Discussion was held regarding the effect on taxes.

Motion carried (6-1, Councilmember Splane opposed).

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

#### SR 20 Widening Project Update

Engineer Freiburger reported on the SR20 Widening project. He noted the railroad has finished planking in the areas over the sidewalk. Plans are to reopen the highway and discontinue the detour at the end of day tomorrow. He reviewed highlights of his report at each Council seat which included the issuance of two change orders to the Highway

project. Freiburger reported that the contractor will be removing curbing previously installed in order to correct deficiencies and to bring them in line with the new stringent ADA requirements as well as corrections to the Metcalf Street intersection with ponding water.

Police Chief Wood – reported the detour has been going very well. They are busy and still continuing the court roundups with 4-5 last week. The by product of the round up is people are coming to court. Wood noted the case related to the incident with an individual staying at the Skagit Motel case is now closed. The department is working with the schools regarding an increase of drug concerns at the high school. He also reported on a new program through the Sherriff's office and placement of green metal boxes for disposal of unwanted prescription medication at the Police Department. A senior from the High School is doing her project in conjunction with the program.

Fire Chief Klinger – reminded Council of the annual Boot to Burn fundraiser. There is also a fundraiser for a long time volunteer who suffered some medical issues with no insurance coverage. The event will be held on October 29<sup>th</sup> at the Community Center.

Planner Moore – presented a progress report on the regional grant application which was successfully submitted. Moore noted they expect to hear back by the end of the year.

Engineer Freiburger – reported that he has received notice from the Department of Ecology for a source control grant. The grant will provide \$57,000 for a ½ time employee for monitoring and education of stormwater under the NIPDES permit. A mailing has been sent out to private stormwater systems. The City is required to monitor private systems. He reported on a public outreach meeting using Skagit Conservation District to be held in the future.

City Supervisor/Attorney Berg – reported the medical marijuana moratorium ordinance expires tomorrow. Berg noted there is no need to renew because of the state law noting the only risk is that of a collective garden. He also referred to copies of letters within the packet for EMS and redistricting. Berg discussed what is perceived as an inequity with EMS regarding the 911 dispatch fees.

Councilmember Galbraith – noted the recent topic at the Mount Vernon Council regarding deportation of illegal immigrants and questioned if our City will become involved in that.

Police Chief Wood explained the Safe Communities program through ICE and the process of checking fingerprints for illegal immigrants that are booked into jail.

City Supervisor/Attorney Berg explained current regulation noting this is a transition issue with it becoming mandated by the Federal government in 2013.

Mayor Anderson adjourned to Executive Session at 8:00 P.M. for 30 minutes for collecting bargaining and enforcement action under RCW 42.30.110 (1) and 42.30.140 (4) with no decision anticipated.

The meeting reconvened at 8:23 P.M.

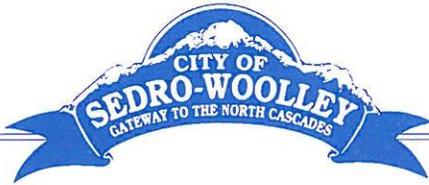
Councilmember Galbraith moved to adjourn. Councilmember Colgan seconded. Motion carried (7-0).

The meeting adjourned at 8:23 P.M.

OCT 26 2011

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

---



DATE: October 26, 2011  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending October 26, 2011.

Motion to approve Claim Checks #73072 to #73177 in the amount of \$734,727.99.

Motion to approve Payroll Checks #51528 to #51633 in the amount of \$186,410.24.

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  
 10/26/2011 (Printed 10/21/2011 09:13)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73072	USDA	USDA LOAN PRINCIPAL	FD	8,986.00
		USDA LOAN INTEREST	FD	10,700.00
		WARRANT TOTAL		19,686.00
73073	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	1,613.00
		MISC-FILING FEES/LIEN EXP	SAN	1,178.00
		WARRANT TOTAL		2,791.00
73074	ACE INDUSTRIAL SUPPLY, INC.	MAINTENANCE OF LINES	SWR	335.84
		WARRANT TOTAL		335.84
73075	AMERICAN FLEET MAIN. LLC	REPAIRS/MAINT-EQUIP	FD	378.70
		WARRANT TOTAL		378.70
73076	A.T.V. ACCESSORIES	REPAIR & MAINTENANCE	CS	75.74
		REPAIRS/MAINT-EQUIP	SAN	37.87
		OPERATING SUPPLIES	SAN	182.89
		WARRANT TOTAL		296.50
73077	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	ST	12.12
		MISC-LAUNDRY	ST	6.74
		MISC-LAUNDRY	ST	12.12
		LAUNDRY	SWR	26.36
		LAUNDRY	SWR	7.51
		LAUNDRY	SWR	26.36
		WARRANT TOTAL		108.01
73078	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	8,254.90
		WARRANT TOTAL		8,254.90
73079	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	119.97
		AUTO FUEL	PD	1,322.74
		AUTO FUEL/DIESEL	FD	834.36
		AUTO FUEL/DIESEL	PK	495.45
		AUTO FUEL/DIESEL	ST	308.51
		REPAIR/MAINTENANCE-EQUIP	ST	73.60
		AUTO FUEL/DIESEL	SWR	236.11
		WARRANT TOTAL		3,390.74
73080	BANK OF AMERICA	OFFICE/OPERATING SUPPLIES	PD	87.90
		WARRANT TOTAL		87.90
73081	BIOSCIENCE, INC.	MAINTENANCE OF LINES	SWR	1,150.00
		WARRANT TOTAL		1,150.00
73082	BLUMENTHAL UNIFORM & EQUP	UNIFORMS/ACCESSORIES	PD	501.40
		WARRANT TOTAL		501.40
73083	BOULDER PARK, INC	SOLIDS HANDLING	SWR	4,713.49

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	4,713.49
73084	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY LGL	2,500.00
		WARRANT TOTAL	2,500.00
73085	BRIAR ROSE INN	TRAVEL/MEALS INSP	280.50
		WARRANT TOTAL	280.50
73086	CARDIAC SCIENCE CORP.	OPERATING SUPPLIES FD	121.31
		WARRANT TOTAL	121.31
73087	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES PD	10.60
		PUBLIC UTILITIES FD	45.77
		UTILITIES-COMMUNITY CTR PK	18.41
		UTILITIES-SENIOR CENTER PK	31.12
		UTILITIES-HAMMER SQUARE PK	12.55
		UTILITIES - SHOP PK	7.42
		UTILITIES - SHOP PK	18.41
		PUBLIC UTILITIES-CITY HALL PK	209.78
		PUBLIC UTILITIES ST	10.60
		PUBLIC UTILITIES ST	3.18
		PUBLIC UTILITIES LIB	10.60
		PUBLIC UTILITIES SWR	46.46
		PUBLIC UTILITIES SAN	24.28
		WARRANT TOTAL	449.18
73088	CASE POWER & EQUIPMENT	REPAIR/MAINT-STREETS ST	5,078.31
		WARRANT TOTAL	5,078.31
73089	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES SAN	21.10
		WARRANT TOTAL	21.10
73090	COLLINS OFFICE SUPPLY, INC	SUPPLIES ENG	14.01
		OFFICE/OPERATING SUPPLIES PD	95.21
		OFFICE/OPERATING SUPPLIES PD	21.59
		WARRANT TOTAL	130.81
73091	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT-EQUIP FD	664.89
		WARRANT TOTAL	664.89
73092	CRYSTAL SPRINGS	OPERATING SUPPLIES SWR	37.48
		WARRANT TOTAL	37.48
73093	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES JUD	19.11
		SUPPLIES FIN	19.11
		SUPPLIES/BOOKS PLN	6.37
		SUPPLIES ENG	6.37
		OFFICE/OPERATING SUPPLIES PD	43.94
		OFF/OPER SUPPS & BOOKS INSP	6.37
		WARRANT TOTAL	101.27
73094	DAVID EVANS & ASSOC INC	PROFESSIONAL SERVICES ENG	1,496.01

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	1,496.01
73095	E & E LUMBER	OPERATING SUP - RIVERFRONT PK	9.67
		REPAIRS/MT-RIVERFRONT PK	85.50
		REPAIR/MAINT-LIBRARY PK	5.49
		REPAIR/MAINT-CITY HALL PK	1.45
		SAFETY EQUIPMENT ST	67.87
		SUPPLIES - KENNEL	5.40
		STRUCTURE KENNEL	2.76
		OPERATING SUPPLIES SWR	7.56
		OPERATING SUPPLIES SAN	7.49
		WARRANT TOTAL	193.19
73096	ECO-3	TUITION/REGISTRATION ENG	425.00
		MISC-TUITION/REGISTRATION ST	675.00
		MISC-TUITION/REGISTRATION SWR	425.00
		WARRANT TOTAL	1,525.00
73097	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES SWR	247.00
		PROFESSIONAL SERVICES SWR	177.00
		WARRANT TOTAL	424.00
73098	ENTERPRISE OFFICE SYSTEMS	SUPPLIES JUD	34.61
		WARRANT TOTAL	34.61
73099	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES FD	187.61
		OPERATING SUPPLIES FD	21.57
		WARRANT TOTAL	209.18
73100	E - THE ENVIRONMENTAL MAGAZINE	BOOKS, PERIOD, RECORDS LIB	29.95
		WARRANT TOTAL	29.95
73101	FASTENAL COMPANY	OPERATING SUPPLIES SAN	310.07
		WARRANT TOTAL	310.07
73102	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES LIB	20.00
		WARRANT TOTAL	20.00
73103	FIRE.COM	SMALL TOOLS & MINOR EQUIP FD	243.45
		WARRANT TOTAL	243.45
73104	FRONTIER	TELEPHONE JUD	74.88
		TELEPHONE EXE	112.32
		TELEPHONE FIN	112.32
		TELEPHONE LGL	49.92
		TELEPHONE IT	37.44
		TELEPHONE PLN	37.44
		TELEPHONE ENG	87.36
		TELEPHONE PD	374.10
		TELEPHONE PD	57.80
		TELEPHONE FD	137.28
		TELEPHONE INSP	37.44

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 10/26/2011 (Printed 10/21/2011 09:13)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	PK	24.94
		PUBLIC UTILITIES-CITY HALL	PK	115.59
		TELEPHONE	ST	12.48
		TELEPHONE	LIB	62.40
		TELEPHONE	SWR	99.84
		TELEPHONE	SAN	49.92
		WARRANT TOTAL		1,483.47
73105	FRONTIER BUILDING SUPPLY	REPAIR/MAINT-STREETS	ST	111.75-
		MAINTENANCE OF LINES	SWR	1,456.37
		WARRANT TOTAL		1,344.62
73106	GARDNER ELECTRONICS	REPAIRS/MAINT-EQUIP	SAN	714.12
		WARRANT TOTAL		714.12
73107	GUARDIAN NW TITLE & ESCROW	MISC-FILING FEES/LIEN EXP	SWR	65.00
		WARRANT TOTAL		65.00
73108	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	572.74
		WARRANT TOTAL		572.74
73109	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		UTILITIES-PORTABLE TOILETS	PK	75.00
		UTILITIES-PORTABLE TOILETS	PK	40.00-
		WARRANT TOTAL		110.00
73110	INTERWEST CONSTRUCTION INC.	CONST-SR20 WIDENING		219,558.20
		CONST-SR20 WIDENING PUD		187,527.00
		CONST-SR20 WIDENING SK COUNTY		91,260.95
		OTHER IMPROVEMENTS	SWR	6,631.58
		WARRANT TOTAL		504,977.73
73111	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	110.21
		WARRANT TOTAL		110.21
73112	KROESEN'S INC.	UNIFORMS	FD	44.74
		WARRANT TOTAL		44.74
73113	L N CURTIS & SONS	OPERATING SUPPLIES	FD	1,047.95
		WARRANT TOTAL		1,047.95
73114	LAKESIDE INDUSTRIES	REPAIR/MAINT-STREETS	ST	1,830.26
		REPAIR/MAINT-STREETS	ST	877.32
		WARRANT TOTAL		2,707.58
73115	LITTLE.US.COM	REPAIR/MAINTENANCE-EQUIP	ST	118.64
		WARRANT TOTAL		118.64
73116	LOGGERS AND CONTRACTORS	MAINTENANCE OF LINES	SWR	12.17
		WARRANT TOTAL		12.17
73117	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		2,557.50
73118	MEYER SIGN & ADVERTISING	COMMUNICATIONS	EXE	637.40
		WAYFINDER SIGNS	PLN	500.00
		WARRANT TOTAL		1,137.40
73119	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	SWR	259.51
		WARRANT TOTAL		259.51
73120	MOORE, JACK R.	TRAVEL/MEALS	INSP	317.78
		WARRANT TOTAL		317.78
73121	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	809.34
		REPAIRS/MAINT-EQUIP	SAN	435.01-
		WARRANT TOTAL		374.33
73122	MUNICIPAL EMERGENCY SVC	REPAIRS/MAINT-EQUIP	FD	157.29
		REPAIRS/MAINT-EQUIP	FD	32.28
		WARRANT TOTAL		189.57
73123	NESHEIM, TERESA	EMPLOYEE WELLNESS	FIN	30.00
		WARRANT TOTAL		30.00
73124	OASYS	OPERATING RENTALS/LEASES	FIN	629.12
		SUPPLIES/BOOKS	PLN	207.73
		SUPPLIES	ENG	207.73
		OFF/OPER SUPPS & BOOKS	INSP	207.72
		WARRANT TOTAL		1,252.30
73125	OFFICE DEPOT	SUPPLIES	FIN	120.33
		SUPPLIES/BOOKS	PLN	75.74
		SUPPLIES/BOOKS	PLN	4.36
		SUPPLIES	ENG	4.36
		OFF/OPER SUPPS & BOOKS	INSP	75.73
		OFF/OPER SUPPS & BOOKS	INSP	4.36
		OPERATING SUPPLIES	SWTR	46.72
		WARRANT TOTAL		331.60
73126	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	ST	141.66
		CLOTHING	SWR	134.15
		WARRANT TOTAL		275.81
73127	OWEN EQUIPMENT COMPANY	REPAIRS/MAINTENANCE	SWTR	204.81
		WARRANT TOTAL		204.81
73128	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	118.97
		REPAIR/MT-SMALL TOOLS EQUIP PK		19.67
		REPAIR/MAINT-STREETS	ST	188.41
		REPAIRS/MAINT-EQUIP	SAN	40.25
		REPAIRS/MAINT-EQUIP	SAN	435.80
		WARRANT TOTAL		803.10

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73129	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34
		POSTAGE	FD	47.33
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
73130	PRINTSTREAMS	PRINTING/PUBLICATIONS	PD	57.89
		WARRANT TOTAL		57.89
73131	PUBLIC UTILITY DIS. NO.1	UTILITIES-TRAIN	PK	3.43
		WARRANT TOTAL		3.43
73132	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINT - AUTO	PD	33.12
		WARRANT TOTAL		33.12
73133	REICHHARDT & EBE ENG, INC	CONST-SR20 WIDENING		39,769.65
		CONST-SR20 WIDENING PUD		882.29
		CONST-SR20 WIDENING SK COUNTY		8,708.77
		OTHER IMPROVEMENTS	SWR	1,371.57
		WARRANT TOTAL		50,732.28
73134	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	74.64
		WARRANT TOTAL		74.64
73135	ROHLINGER ENTERPRISES, INC.	MAINTENANCE CONTRACTS	SWR	20.30
		WARRANT TOTAL		20.30
73136	RONK BROTHERS, INC.	REPAIR/MAINT-CITY HALL	PK	474.19
		WARRANT TOTAL		474.19
73137	SCADA & CONTROLS ENGINEERING INC	PROFESSIONAL SERVICES	SWR	920.00
		WARRANT TOTAL		920.00
73138	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	255.73
		WARRANT TOTAL		255.73
73139	SEDRO-WOLLEY FAMILY	FEES-CDL ENDORCEMENT	ST	133.00
		WARRANT TOTAL		133.00
73140	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	324.35
		MISC-FILING FEES/LIEN EXP	SAN	154.69
		OPERATING SUPPLIES	SWTR	19.96
		WARRANT TOTAL		499.00
73141	SKAGIT COUNTY AUDITOR	VOTER REGISTRATION FEES	LGS	4,423.59
		WARRANT TOTAL		4,423.59
73142	SK. CO. COM ACTION AGENCY	SKAGIT COMM ACTION AGENCY	HLT	858.31
		WARRANT TOTAL		858.31

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 10/26/2011 (Printed 10/21/2011 09:13)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73143	SKAGIT CO. DISTRICT COURT	DISTRICT COURT SURCHARGE	JUD	1,621.25
		WARRANT TOTAL		1,621.25
73144	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES	IT	574.06
		OPERATING LEASE-COMPUTER	PD	4,383.22
		WARRANT TOTAL		4,957.28
73145	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	43,521.09
		WARRANT TOTAL		43,521.09
73146	SKAGIT CO. COMMUNITY SERVICES	SKAGIT SENIOR SERVICES	SEN	5,110.25
		WARRANT TOTAL		5,110.25
73147	SKAGIT CO. PUBLIC WORKS	SKAGIT CO SOLID WASTE	SWR	1,910.46
		WARRANT TOTAL		1,910.46
73148	SKAGIT COUNTY SHERIFF	PRISONERS	PD	8,515.90
		WARRANT TOTAL		8,515.90
73149	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES-PROPANE	ST	8.41
		OPERATING SUPPLIES-PROPANE	ST	97.52
		SUPPLIES - KENNEL		8.65
		WARRANT TOTAL		114.58
73150	SKAGIT HYDRAULICS, INC.	REPAIR/MAINTENANCE-EQUIP	ST	55.18
		REPAIR/MAINTENANCE-EQUIP	ST	539.28
		REPAIR-SAFETY EQUIPMENT	ST	91.97
		WARRANT TOTAL		686.43
73151	SKAGIT REGIONAL CLINICS	PROF SERVICE-MEDICAL EXAMS	FD	330.00
		WARRANT TOTAL		330.00
73152	SKAGIT DV & SA SERVICES	SKAGIT CO DOMESTIC VIOLENCE DV		341.70
		WARRANT TOTAL		341.70
73153	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	104.30
		WARRANT TOTAL		104.30
73154	SKAGIT PUBLISHING	LEGAL PUBLICATIONS	LGS	50.00
		LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	LGS	45.00
		WARRANT TOTAL		140.00
73155	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP	SAN	1,028.12
		WARRANT TOTAL		1,028.12
73156	STAPLES BUSINESS ADVANTAGE	NETWORK HARDWARE	IT	227.20
		NETWORK HARDWARE	IT	227.20
		NETWORK HARDWARE	IT	227.20
		WARRANT TOTAL		227.20
73157	SKAGIT REGIONAL CLINICS PHARMACY	RETIRED MEDICAL	PD	43.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		RETIRED MEDICAL	PD	68.40
		RETIRED MEDICAL	PD	158.40
		RETIRED MEDICAL	PD	27.00
		RETIRED MEDICAL	PD	33.70
		RETIRED MEDICAL	PD	88.00
		WARRANT TOTAL		418.50
73158	STEPHENSON, RETA	EMPLOYEE WELLNESS	EXE	73.96
		WARRANT TOTAL		73.96
73159	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
73160	TAYLOR, PAUL	RETIRED MEDICAL	PD	50.08
		WARRANT TOTAL		50.08
73161	TRUE VALUE	MACHINERY & EQUIPMENT	PD	12.97
		MACHINERY & EQUIPMENT	PD	3.24
		OPERATING SUPPLIES	FD	1.72
		REPAIRS/MT-RIVERFRONT	PK	18.38
		REPAIRS/MT-RIVERFRONT	PK	33.91
		REPAIRS/MT-RIVERFRONT	PK	42.19
		REPAIRS/MT-PARKS SHOP	PK	8.20
		REPAIR/MT-SENIOR CENTER	PK	16.21
		REPAIR/MAINT-CITY HALL	PK	11.33
		REPAIR/MAINT-CITY HALL	PK	7.55
		OPERATING SUPPLIES	ST	97.37
		OPERATING SUPPLIES	ST	35.67
		REPAIRS/MAINT-EQUIP	ST	2.56
		OPERATING SUPPLIES	SWR	3.22
		OPERATING SUPPLIES	SWR	75.69
		OPERATING SUPPLIES	SWR	14.06
		OPERATING SUPPLIES	SWTR	51.91
		WARRANT TOTAL		436.18
73162	US BANK -- PURCHASE CARDS	EMPLOYEE WELLNESS	EXE	591.36
		PROFESSIONAL SERVICES	CIV	37.82
		PROFESSIONAL SERVICES	CIV	169.40
		REPAIR-MAINTENANCE SUPPLIES	IT	54.08
		SMALL TOOLS/MINOR EQUIP	IT	40.00
		NETWORK HARDWARE	IT	238.76
		NETWORK HARDWARE	IT	271.89
		AUTO FUEL	CS	53.14
		MISC-TUITION/REGISTRATION	PLN	12.00
		MISC-TUITION/REGISTRATION	PLN	12.00
		SUPPLIES	ENG	11.98
		OFFICE/OPERATING SUPPLIES	PD	8.61
		PRINTING/PUBLICATIONS	PD	32.43
		PRISONER TRANSPORT	PD	31.34
		PRISONER TRANSPORT	PD	49.08
		MACHINERY & EQUIPMENT	PD	86.56
		MACHINERY & EQUIPMENT	PD	179.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OFFICE SUPPLIES	FD	43.26
		SMALL TOOLS & MINOR EQUIP	FD	300.00
		REPAIRS/MAINT-EQUIP	FD	2.34
		TRAVEL/MEALS	INSP	13.13
		MISC-DUES/SUBSCRIPTIONS	ST	17.75
		CONST-SR20 WIDENING		38.25
		POSTAGE	LIB	52.74
		EARLY LITERACY	LIB	29.64
		EARLY LITERACY	LIB	74.49
		EARLY LITERACY	LIB	236.77
		EARLY LITERACY	LIB	358.83
		OPERATING SUPPLIES	SWR	97.26
		MEALS/TRAVEL	SWR	291.56
		OFFICE SUPPLIES	SAN	238.76
		WARRANT TOTAL		3,674.23
73163	USA BLUE BOOK	MAINT OF GENERAL EQUIP	SWR	402.95
		MAINT OF GENERAL EQUIP	SWR	154.33
		WARRANT TOTAL		557.28
73164	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	47.85
		WARRANT TOTAL		47.85
73165	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	11.22
		OPERATING SUPPLIES	SAN	70.95
		WARRANT TOTAL		82.17
73166	WALLEY, SHANE	EMPLOYEE WELLNESS	PK	270.00
		WARRANT TOTAL		270.00
73167	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	JUD	41.26
		INDUSTRIAL INSURANCE	ENG	4.98
		INDUSTRIAL INSURANCE	PD	230.11
		INDUSTRIAL INSURANCE	PD	368.38
		INDUSTRIAL INSURANCE	PD	402.48
		INDUSTRIAL INSURANCE	LIB	1.37
		WARRANT TOTAL		1,048.58
73168	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	36.00
		WARRANT TOTAL		36.00
73169	WA STATE DEPT OF REVENUE	SUPPLIES	ENG	1.89
		OFFICE/OPERATING SUPPLIES	PD	8.05
		MISC-DUES/SUBSCRIPTIONS	PK	32.80
		TAXES AND ASSESSMENTS	PK	56.12
		TAXES AND ASSESSMENTS	CEM	211.96
		MISC-DUES/SUBSCRIPTIONS	ST	98.40
		LIBRARY INFO DATABASES	LIB	77.02
		TAXES AND ASSESSMENTS	LIB	9.52
		BOOKS, PERIOD, RECORDS	LIB	2.79
		OFFICE SUPPLIES	SWR	13.84
		MISC-DUES/SUBSCRIPTIONS	SWR	32.80

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TAXES AND ASSESSMENTS	SWR	5,442.56
		MISC-DUES/SUBS & TUITN/REG	SAN	32.80
		TAXES & ASSESSMENTS	SAN	5,345.63
		WARRANT TOTAL		11,366.18
73170	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	96.25
		PROFESSIONAL SERVICES	LIB	10.00
		WARRANT TOTAL		106.25
73171	WA ST DEPT OF INFORMATION	DUES/SUBSCRIPTIONS	ENG	971.04
		WARRANT TOTAL		971.04
73172	WAPATO POLICE DEPARTMENT	PRISONERS	PD	200.00
		WARRANT TOTAL		200.00
73173	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	7,931.69
		WARRANT TOTAL		7,931.69
73174	WEST PAYMENT CTR	WESTLAW SERVICES	LGL	223.44
		WARRANT TOTAL		223.44
73175	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD	10.34
		MAINTENANCE OF LINES	SWR	288.95
		OPERATING SUPPLIES	SWR	7.85
		OPERATING SUPPLIES	SAN	77.96
		WARRANT TOTAL		385.10
73176	PUGET SOUND WOOD PRODUCTS	DUMPSTER DEPOSIT		125.95
		WARRANT TOTAL		125.95
73177	SIMPSON, JIM	FIRE CONTROL SERVICES		10.00
		WARRANT TOTAL		10.00
		RUN TOTAL		734,727.99

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	80,851.93
101	PARK FUND	2,139.76
102	CEMETERY FUND	228.76
103	STREET FUND	10,482.18
104	ARTERIAL STREET FUND	547,745.11
105	LIBRARY FUND	976.12
111	DOG FUND	16.81
401	SEWER FUND	29,955.86
412	SOLID WASTE FUND	62,008.06
425	STORMWATER	323.40
TOTAL		734,727.99

CITY OF SEDRO-WOOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
10/26/2011 (Printed 10/21/2011 09:13)

PAGE 12

DEPARTMENT	AMOUNT
001 000 000	10.00
001 000 011	4,563.59
001 000 012	7,076.61
001 000 013	1,415.04
001 000 014	1,068.43
001 000 015	2,773.36
001 000 016	207.22
001 000 017	1,443.43
001 000 018	248.85
001 000 019	902.97
001 000 020	3,278.06
001 000 021	26,214.34
001 000 022	24,349.41
001 000 024	990.36
001 000 055	5,110.25
001 000 062	1,200.01
FUND CURRENT EXPENSE FUND	80,851.93
101 000 076	2,139.76
FUND PARK FUND	2,139.76
102 000 036	228.76
FUND CEMETERY FUND	228.76
103 000 042	10,482.18
FUND STREET FUND	10,482.18
104 000 042	547,745.11
FUND ARTERIAL STREET FUND	547,745.11
105 000 072	976.12
FUND LIBRARY FUND	976.12
111 000 021	16.81
FUND DOG FUND	16.81
401 000 035	29,955.86
FUND SEWER FUND	29,955.86
412 000 000	125.95
412 000 037	61,882.11
FUND SOLID WASTE FUND	62,008.06
425 000 039	323.40
FUND STORMWATER	323.40
TOTAL	734,727.99

OCT 26 2011

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

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

**This Interlocal Agreement is made this 26th day of October,  
2011, the City of Sedro-Woolley, hereinafter referred to as Sedro-Woolley,  
and the Upper Skagit Library District, hereinafter referred to as USLD.**

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

**Whereas**, the Upper Skagit Library District also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of USLD; and

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

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

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

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

**2. Term:** This Agreement shall commence on November 1, 2011. On or before January 1, 2013, this Agreement will be evaluated and a recommendation will be made to both Cities on the continuance of a permanent reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service.

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

- (a.) "Resident Cardholder" means a library cardholder who resides within the city limits of the City of Sedro-Woolley or within the Upper Skagit Library District (excluding the residents of the town of Concrete), as well as those

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

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

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

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

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

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

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

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

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

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

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

*To the Sedro-Woolley Public Library*

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

*To the USLD Public Library*

Attn: Library Director  
45770B Main Street, P.O. Box 99  
Concrete, WA 98237

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

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

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

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

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

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

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

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

**CITY OF SEDRO-WOOLLEY**

**UPPER SKAGIT LIBRARY DISTRICT**

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

\_\_\_\_\_  
**By: Aimee Hirschel, Director**

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**Library District Attorney**

**ATTEST:**

**Approve:**

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

\_\_\_\_\_  
**By:  
USLD Library Board President**

**Approve:**

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

OCT 26 2011

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

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

**This Interlocal agreement is made this 26th day of October, 2011, between the La Conner Regional Library District and the City of Sedro-Woolley.**

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

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

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

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

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

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

**2. Term:** This Agreement shall commence on November 1, 2011. On or before January 1, 2014, this Agreement will be evaluated and a recommendation will be made to both Parties on the continuance of the reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service. Unless agreed by the parties to continue this agreement the Agreement shall terminate on January 1, 2014.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LA CONNER REGIONAL LIBRARY  
DISTRICT**

**CITY OF SEDRO WOOLLEY**

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

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

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

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

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

**ATTEST:**

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

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

**Approve:**

\_\_\_\_\_  
**By: Mick Boroughs**  
**Sedro Woolley Library Board**  
**President**



## Community Services

ARY/CHINS  
At-Risk Intervention Specialists (ARIS)  
Developmental Disabilities

Functional Family Therapy  
Meals on Wheels  
Mental Health

Senior Centers and Nutrition  
Substance Abuse Prevention and Treatment  
Truancy Intervention Specialists

### CITY COUNCIL AGENDA REGULAR MEETING

OCT 26 2011

October 5, 2011

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

The Honorable Mike Anderson  
Mayor of the City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Dear Mayor Anderson:

Skagit County Senior Services is committed to meeting the growing needs of older people within the Sedro-Woolley community. Preserving service levels and quality in the current economic climate demands creative solutions. One such solution has been the 2010 consolidation of Skagit County Senior Services with the former Human Services and ARIS program to form a new department – Skagit County Community Services. This consolidation has not only enabled us to maintain our breadth of services to seniors, it has integrated cross-discipline collaborations, increasing our ability to deliver specialized mental health and substance abuse interventions to older residents.

Our longstanding array of diverse programs supporting the independence and well-being of our community's senior citizens continues. These services include increased home delivered meals, meals served at the Senior Center, more visits and assistance to homebound seniors by outreach workers, and an expanding Senior Center program. Each day, reliable volunteers deliver a growing number of home delivered meals to our vulnerable, homebound seniors. Increasing numbers of seniors attend our local senior center to receive social and health care services, participate in classes and eat a well-balanced noontime meal.

In formulating our 2012 budget for Community Services, we have considered the City of Sedro-Woolley is facing a loss in tax revenues similar to those experienced by the County. Therefore, we are requesting the City's contribution at the same level as 2011, or \$ 20,441.

Attached you will find two copies of the 2012 Interlocal Agreement between the City of Sedro-Woolley and Skagit County Senior Services. If this agreement is acceptable, please sign both copies and return to us for final signatures. We will forward an executed copy to you.

Once again, I would like to personally thank the City of Sedro-Woolley for your continued generous support of programs for senior citizens. We are proud to be partners with the City of Sedro-Woolley in providing these quality services.

Respectfully,

Jennifer Kingsley, Director  
Cc: Patsy Nelson, Finance Director  
Enclosures (2)

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS  
1800 CONTINENTAL PLACE, SUITE 100  
MOUNT VERNON, WA 98273

## INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY  
AND  
THE CITY OF SEDRO-WOOLLEY

PROVISION OF COMMUNITY SERVICES  
Calendar Year 2012

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County operates a **Senior Services Division, within the department of Community Services**, and in connection therewith employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to senior citizens. For the purpose of this Contract, a senior citizen will be defined as any person 55 years of age or older. As a result of other contractual agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an agreement whereby the County will furnish to the City certain administrative and professional services and the City will pay for the services so performed. This contract is general in nature and reflects the broad responsibilities the County has for the provision of services to the Senior Citizen. Attached to this contract and incorporated by reference is an addendum relating the specific responsibilities of the County and the City to make provisions for the delivery of services to the senior program.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this agreement, the County will furnish administrative and professional services to the City; said services to consist primarily of the following:

## PROGRAM SERVICES FOR SENIOR CITIZENS

### A. Nutritional Services

1. Congregate meals: hot, nutritionally balanced noon-time meals are served at the Senior Centers.
2. Home-delivered meals: Senior Citizens over the age of 60 who are homebound and unable to prepare meals for themselves or attend Senior Centers may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound Senior Citizens weekdays.

The meal delivery can be a temporary or an on-going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service. Periodic reassessments are conducted to re-evaluate need.

3. Liquid food supplements are available to seniors with special nutritional needs.

### B. Senior Center

The County provides comprehensive senior programs at community focal points identified as Community/Senior Centers. The Center Coordinator shall coordinate social and health care services for Senior Citizens (Nutrition, Transportation, Health Screens, etc.) as well as develop a program of social and recreational activities, including special events and trips. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local Senior Citizens in the formulation of programs.

### C. Coordination and Delivery of Supportive Services

The County provides the Senior Citizen with technical assistance in obtaining various human care and economic relief services. The Information and Assistance / Case Management office, through its trained staff, refers and coordinates the provision of these services to the Senior Citizen. These programs currently include legal services, social security information, tax relief, home winterization, chore services, foot care, blood pressure clinics, Medicaid and Medicare assistance, Transportation, among others.

### D. Utilization of Media

Local media and websites will be utilized to inform the seniors of activities and services provided by the County. Community Services staff will provide weekly announcements to the local newspapers and radio stations.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2012 through December 31, 2012.

4. MANNER OF FINANCING: The City shall pay for the services provided for this agreement the sum of twenty thousand four hundred and forty-one dollars (\$20,441.00). One fourth of the amount shall be due at the end of each quarter, that is March 31, June 30, September 30, December 31, 2012, and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at the first quarter as desired by the City.

5. ADMINISTRATION: Senior programs will function according to policies and procedures of Skagit County and in accordance with the Federal guidelines for Older Americans Act and Senior Citizen Service Act grants. These policies, guidelines and budgets will be monitored and evaluated by County Administrative staff. The County will provide supervisory and general staff to conduct and coordinate comprehensive services for seniors. Inasmuch as with the signing of this intergovernmental contract, the delivery of programs to senior citizens is a function of the County, managed by the Department of Community Services.

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

5.1 The County's representative shall be the Director of Community Services, Senior Services Manager, and the Senior Center Coordinator.

5.2 The City's representative shall be ERON BERRY and PATSY NELSON.

6. OPERATIONS: The County will be responsible for all related operational expenses associated in providing direct senior services as outlined in this contract. The City will provide an appropriate site for the delivery of Senior Center Services. Sites will be obtained through facility donations, building rental or acquisition. The City will be responsible for all costs associated with the facility maintenance, utilities, repairs and custodial services to appropriate levels as determined by the City. The County will ensure that the site is maintained at a reasonable level of upkeep during normal, daily operations of the Senior Center. The County will be responsible for all costs incurred relating to the Senior Center telephone service.

7. NO SUBLETTING: The County shall not rent or sublet the Sedro-Woolley Senior Center to third parties without consent of the City. Any lease or rental payments shall be payable to the City of Sedro-Woolley and deposited in the City general fund.

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

9. INDEMNIFICATION AND INDUSTRIAL INSURANCE WAIVER: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. With respect to the performance of this Agreement and as to claims against the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, the County expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the County. This waiver is mutually negotiated by the parties to this Agreement. It is further provided that no liability shall attach to the County or City by reason of entering into this contract except as expressly provided herein.

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

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

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

INTERLOCAL AGREEMENT

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

13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided that no party hereto may assign the terms as obligation of this Agreement without the prior consent of the other party, which consent shall not be reasonable delayed or withheld.

14. OTHER PROVISIONS:

A. Reports

Community Service reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in Community Service Programs. The statistical information included in this report will define hours and/or units of service provided to the Seniors and the cost for service provision. Annual reports will contain program narratives describing Senior Citizen Services.

B. Program Evaluation

1. Evaluation Committee - A committee of the two designated representatives from the City and the County shall meet annually to evaluate the existing program services. This committee shall make recommendations to the City and the County for the modification of Community Services specified in the attached addendum.
2. Audit - The City may audit the records to assure that it will receive full value in services for the consideration of services recited herein.

GOVERNMENT AGENCY:

---

Title of Signatory  
(Date \_\_\_\_\_)

---

Print Name of Signatory

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

City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Ron Wesen, Chair

\_\_\_\_\_  
Sharon D. Dillon, Commissioner

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

For Agreements under \$5000

\_\_\_\_\_  
Tim Holloran, County Administrator  
(Authorization per Resolution #R20030146)

Recommended:

By: \_\_\_\_\_  
Jennifer Kingsley, Department Head

By: \_\_\_\_\_  
Trisha Logue, Budget & Finance Director

Approved as to Indemnification:

By: \_\_\_\_\_  
Billie Kadrmas, Risk Manager

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney  
Attest:

\_\_\_\_\_  
Linda Hammons, Clerk of the Board

CONTRACT ADDENDUM  
PROVISION OF COMMUNITY SERVICES FOR  
THE SEDRO-WOOLLEY SENIOR CENTER  
COMMENCING JANUARY 1, 2012 - ENDING DECEMBER 31, 2012

PROGRAM SERVICES

1. NUTRITION

Skagit County Nutrition Project  
309 South Third Street  
Mount Vernon, WA 98273  
Phone: (360) 419-3420

Sedro-Woolley Senior Center  
715 Pacific Street  
Sedro-Woolley, WA 98284  
Phone: (360) 855-1531

Operating Hours: Congregate - M - F 12:00 noon  
Home-Delivered – M - F 12:00 noon (frozen weekend meal available)

**Congregate Meals:** Nutritionally balanced meals for senior citizens 60 years of age and older are served at 12:00 noon at the senior centers. Participants are requested to reserve their meals in advance and to indicate any special requests for diabetic dessert option.

Estimated total congregate meals per year countywide: 48,000

**Home-Delivered Meals:** Senior citizens over the age of 60 who are unable to prepare nutritionally adequate meals for themselves and whom are homebound and unable to attend a Senior Center may have noon-time meals delivered to their homes. A staff member from the Skagit Nutrition Project makes an initial home visit to assess program eligibility of the homebound senior citizen, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual reassessments are conducted to re-evaluate eligibility. Frozen meals are available for weekends, holidays, and special requests.

Estimated total home-delivered meals per year countywide: 66,000.

**Liquid Meal Supplement:** The Skagit Nutrition Project has Ensure Plus available at the Skagit County Senior Centers, which is available to senior citizens. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions can be kept on file with the nutrition program and must be renewed every 6 months.

Estimated total liquid food supplement meals distributed per year countywide: 16,000.

2. ADMINISTRATION and SENIOR CENTER

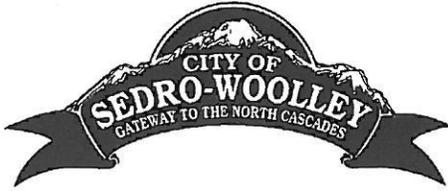
Skagit County Community Services  
309 South Third Street  
Mount Vernon, WA 98273  
Phone: (360) 419-3420

Sedro-Woolley Senior Center  
715 Pacific Street  
Sedro-Woolley, WA  
Phone: (360) 855-1531

Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

Senior Center serves as a community focal point where Senior Citizens can conveniently access services and activities which support their independence, enhance their dignity and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Community Service programs will take place within and emanate from this facility.

Estimated total senior visits per year 23,000.  
Estimated total senior health screen participants 300.  
Estimated total senior program participants 18,000.



CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 26 2011

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 34

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

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

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Interlocal Agreement with Skagit County  
Work Performed, Materials, and Use of Equipment with Operator**

DATE: October 17, 2011 (for Council review October 26, 2011)

**ISSUE**

Should Council authorize Mayor Anderson to execute the attached Interlocal Agreement with Skagit County for work performed, materials, and use of equipment with operator for the period 2011-2015?

**BACKGROUND/DISCUSSION**

On an occasion it becomes necessary to contract with Skagit County for work that we do not either have the personnel available or equipment to perform the work. An example would be center and fog line striping or when the snow season is upon us we purchase a salt/sand mixture for sanding our streets.

**RECOMMENDATION**

It is Staff's recommendation that Council authorize Mayor Anderson to enter into the Interlocal Agreement with Skagit County for work performed, materials, and use of equipment with operator for the period 2011-2015 on an as needed basis.

**MOTION:**

***Move to authorize Mayor Anderson to enter into the Interlocal Agreement with Skagit County for performed work, materials, and use of equipment with operator for the period of 2011-2015.***



SKAGIT COUNTY  
PUBLIC WORKS DEPARTMENT

201 E. Avon Avenue, Burlington, WA 98233 (360) 755-9531 FAX (360) 755-0950

October 3, 2011

City of Sedro-Woolley  
ATTEN: Julie Rosario  
720 Murdoc St.  
Sedro-Woolley, WA 98284

RE: Interlocal Agreement between the City of Sedro-Woolley and Skagit County

To Whom It May Concern:

Enclosed is the original of the above-referred Interlocal Agreement.

Please review, execute, and return to my attention. Once the Board of Commissioners approves this document, one copy will be returned to your attention.

If you have any questions; please feel free to contact me at 755-9531.

Sincerely,



Cliff Butler  
Division Manager Operations

Enclosure

Cc: File

## INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF SEDRO-WOOLLEY  
AND  
SKAGIT COUNTY

THIS AGREEMENT ("Agreement") is made and entered into by and between City of Sedro Woolley, a Washington municipal corporation ("City") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The City and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties". In consideration of the following, the parties mutually agree as follows:

1. **PURPOSE:** The County will perform work, provide materials, and provide the use of County equipment operated by a County operator, for work for the City as requested, to be reimbursed to the County at the actual cost incurred by the County for said work, materials, and equipment rentals, including, but not limited to, maintenance, repairs, and the use of County equipment by a County operator.

1.1 In the event that the City shall use any equipment owned by the County pursuant to this Agreement, the City agrees that any user and/or operator of such equipment shall be a County operator properly trained and/or certified in accordance with applicable law and industry standards, and (to the fullest extent allowed by law) shall further agree to defend, indemnify, and hold harmless the County for all liability, cost, loss, expense, claims, settlements, and/or judgments against the County arising from and/or related to the use and/or operation of the County's equipment by the County on behalf of the City, pursuant to the terms herein.

2. **RESPONSIBILITIES:** The County and the City in the performance of this Agreement, shall abide by the provisions of RCW 39.34, the terms of this Agreement, and/or any other applicable law.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from date of mutual execution through December 31, 2015, unless sooner terminated pursuant to the terms herein.

4. **MANNER OF FINANCING:** The County will perform work, provide materials, and/or the use of County equipment (to be operated by a County operator), for work on the City's facilities upon the City's request and acceptance by the County, to be reimbursed by the City to the County at the actual cost incurred by the County for said work, materials and use of County equipment (and wages for the County operator provided by the County to operate the equipment); and, in addition thereto, nine percent (9%) of the total cost shall be added for overhead costs for accounting, billing, and administrative services, provided that the County shall submit to the City a certified statement of the costs, and within thirty (30) days thereafter, the City shall pay to the County the amount of said statement.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the

event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Skagit County Public Works Operations Division Manager.

5.2 The City's representative shall be the Director of Public Works/City Engineer

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

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

8. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

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

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

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

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

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

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

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

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

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

CITY OF SEDRO WOOLLEY ("City"):

By: \_\_\_\_\_  
Mike Anderson, Mayor  
(Date \_\_\_\_\_, 2011)

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

City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Ron Wesen, Chairman

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

\_\_\_\_\_  
Sharon D. Dillon, Commissioner

\_\_\_\_\_  
Clerk of the Board

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

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

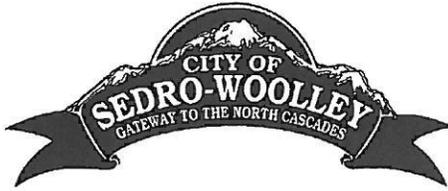
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director



CITY COUNCIL AGENDA  
REGULAR MEETING

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building

325 Metcalf Street

Sedro-Woolley, WA 98284

Phone (360) 855-9933

Fax (360) 855-0707

OCT 26 2011

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

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

MEMO TO: City Council and Mayor Mike Anderson

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

RE: **Request for Approval of Interagency Agreement**  
FY 2012-2013 Puget Sound Local Source Control Specialists Partnership

DATE: October 19, 2011 (for Council review October 26, 2011)

**ISSUE**

Shall council move to authorize Mayor Anderson to sign the attached Interagency Agreement for the FY 2012-2013 Puget Sound Local Source Control Specialists Partnership?

**BACKGROUND/DISCUSSION**

Attached is a copy of an email from the Washington State Department of Ecology forwarding contract documents and attachments for the FY 2012-2013 Puget Sound Local Source Control Specialists Partnership program. The city submitted an application for funding under this program on August 22, 2011 in response to a call for proposals.

The program will provide funding for 0.5 Full Time Employee(s) acting as a Local Source Control Specialist for the period July 1, 2011 to June 30, 2012. Our intent is that this position will be the responsibility of the Engineering Services Manager position, answering to the Assistant City Engineer as Stormwater Program Manager.

The activities will fit very well with other requirements of our NPDES Phase 2 Stormwater Permit, and will allow us to leverage LSCS activities to meet Permit requirements. The program provides up to \$51,742 for salaries and benefits, subcontracts, equipment, travel and training, and administration. The grant includes \$5,016 for a portion of the recently approved Skagit Conservation District Interlocal Agreement cost for public education and outreach.

Enclosed is the proposed Interagency Agreement between Ecology and the City, including Appendix A and B.

**MOTION:**

***Move to authorize Mayor Anderson to sign the attached Interagency Agreement for the FY 2012-2013 Puget Sound Local Source Control Specialists Partnership.***

**Mark Freiburger**

---

**From:** McHugh, Julia (ECY) [JMCH461@ECY.WA.GOV]  
**Sent:** Thursday, October 13, 2011 5:12 PM  
**To:** 'hkibbey@ci.everett.wa.us'; Kari Chennault; lauraf@ci.newcastle.wa.us; rbrackett@cityofpa.us; Guthrie, Marilyn; Joy L. Rodriguez; Mark Freiburger; Brian Landau; Donnelle Nicaise; John Sherman  
**Cc:** Allen, Donna (ECY); Brown, Lisa (ECY); Edmonson, Ava (ECY); Kolosseus, Andrew (ECY); McHugh, Julia (ECY); Misko, David (ECY); Morgan, Peggy (ECY); Rice, Darin (ECY); Underwood, Michelle (ECY); Zarker, Ken (ECY)  
**Subject:** Welcome to the Local Source Control Partnership  
**Attachments:** LSC Interagency Contract FY11-13.newpartners.docx; LSC Appendix A.template FY11-13.new partners.docx; LSC Appendix B.Invoice Detail.11-13.new partners.xlsx; LSC Checklist\_V2\_distributed3.16.10.office2007.docx; LocalSourceControlProgramUpdate 10.10.11.docx; A19-1A.InvoiceVoucher.docx; LSC Contact List 10.13.11.xlsx

**Congratulations and Welcome to our new LSC Partners!**

The seven attached docs and the details below are meant to start things rolling in each of your jurisdictions.

**PROGRAM INTENT**

The Washington State Legislature funded this program recognizing that the small businesses (Small Quantity Generators/SQG) in our state have limited or no access to hazardous waste management expertise. Voluntary, no-cost technical assistance to these businesses to improve the water quality in Puget Sound and the Spokane River Watershed is the crux of the program. However, if these site visits also result in fulfilling other permit requirements, the efficiency is welcomed. This is foremost an SQG pollution prevention effort tracked and reported on through data derived from the LSC database described below. The program is run and supported by Ecology's Hazardous Waste and Toxics Reduction Program (HWTR).

**CONTRACTS**

A boilerplate Contract and two Attachments, and a state invoice form are included w/ this email. Please have your legal staff review all documents. Contact me with any questions or concerns you may have before completing the highlighted areas. Once the details are worked out, you will be asked to **provide 3 signed copies of the contract, Attachment 'A', Scope of Work, and Attachment 'B', Budget Detail**, and send them to ECY headquarters. Details will be provided when we get to that point.

Three of you are funded with federal EPA – National Estuaries Program (NEP) dollars, and as a result, will have slightly different contracts and reporting requirements. (Everett, Port Angeles, Puyallup). I will contact you individually with this information, but use the attached to get oriented.

For those of you hiring new staff to do the source control work, I have a few LSC job announcements on file to help you formulate a job notice. Just ask.

**RESOURCES & TRAINING**

10/18/2011

The LSC Specialists' meetings + training take place the second Wednesday of each month, 10:30 – 12:00. This is a call-in format with the 800-number and PIN # provided. There are monthly presentations by LSCS and other specialists on timely topics. All LSCS are expected to attend all trainings. There will be a minimum of two in-person trainings held during the biennium, at a site in Puget Sound - details will be provided once we get all new contracts underway. The related powerpoint presentations and reference materials are accessed through the program SharePoint site.

**Local Source Control – Urban Waters SharePoint site** – once identified, each new LSCS will be provided access to the site, which functions as our on-line resource library and document swap space. It is in a renovation phase, but is quite useable as is.

Existing LSC Specialists are identifying which new partner LSCS they will mentor, an approach designed to assist new partners with program entry and start up. Once we have this sorted, I will let you know your mentor's identity and contact information.

There are also ECY Regional Office staff with a variety of expertise that will be available to your LSCS for technical guidance on a variety of media: hazardous waste, stormwater, air quality, wastewater and more. This information will follow in a separate email.

#### **CHECKLIST & dB ACCESS**

The current site visit Checklist is attached. Data collected on the checklist will be entered by your jurisdiction into the LSC dB. Access to the internal ECY dB will be initiated once the LSCS is identified. Database training will take place at a future date to be determined, and a new web-based dB is under development, which will bring changes to this document and the way the dB is accessed. In the meantime, the mentor LSCS and ECY's HWTR IT specialist will provide guidance/support in order to get the site visit data entered.

#### **PROGRAM CONTACT LIST and FACT SHEET**

Attached – these will be updated once our new partner contracts are inked and the new LSCS are known. Once you have your LSC staff lined up, please have them contact me w/ this information.

Enough for now.

We look forward to all that you bring to this partnership.

My contact information is below.

Thank you.

Julia.

Julia McHugh | Local Source Control Program Coordinator | 509-329-3551 desk | 509-329-3529 fax  
<http://www.ecy.wa.gov/programs/hwtr/lsp/index.html>  
Dept of Ecology | N. 4601 Monroe | Spokane, WA 99205-1295

10/18/2011

INTERAGENCY AGREEMENT NO. (Ecology Issued Number)  
BETWEEN  
THE STATE OF WASHINGTON  
AND

THE CITY OF SEDRO-WOOLLEY

**THIS AGREEMENT** is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY", and the CITY OF SEDRO-WOOLLEY hereinafter referred to as the CITY.

**AGREEMENT PURPOSE**

The purpose of this agreement is to provide funding for the Partner government to hire a "Local Source Control Specialist" (LSCS) as part of the Local Source Control Partnership. The LSCS will provide technical assistance and education services to small businesses in an effort to prevent pollution of the urban waters of the state. The LSCS will make referrals to ECOLOGY as needed, and report measurable environmental results.

**IT IS MUTUALLY AGREED THAT:**

Under the Local Source Control Partnership, the Partner government will conduct multimedia source control site visits and pollution prevention activities to conditionally exempt small quantity generator (CESQG) businesses, designed to reduce or eliminate hazardous waste and pollutants at the source.

The Local Source Control Program expects to conduct a minimum of 2,000 site visits per year. We will work with individual jurisdictions to set site visit expectations to reach this target.

Ecology will coordinate this partnership through a Local Source Control Program Coordinator, and support collaborative efforts to protect and restore Puget Sound and the Spokane River Watershed. The Local Source Control Coordinator will work directly with partner governments to establish and monitor interagency agreements authorized under Chapter 39.34 RCW, InterPartner Cooperation Act.

The Local Source Control Specialists will continue to fill a critical gap at the local level by working with small businesses to avoid contamination and recontamination of previously cleaned up sites, reduce the impacts from stormwater pollution and eliminate potential sources of toxics and hazardous waste. The Local Source Control Specialist

will fill an important role in providing small business technical assistance to comply with regulations and implement pollution prevention practices.

### **STATEMENT OF WORK**

The CITY shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachments "A" and "B", attached hereto and incorporated herein.

### **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on date of final contract signature, and be completed on June 30, 2013, unless terminated sooner as provided herein. Ecology reserves the option to review the contract after one year and adjust the scope of work and budget according to actual performance.

### **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$ 51,742. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. If the jurisdiction finds itself unable to complete the contracted number of visits, the contract amount will be reduced proportionally. Compensation for service(s) shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Appendix "B" which is attached hereto and incorporated herein.

Purchase of source control tools for distribution to CESQG businesses may not exceed \$2,500.00 for the 24-month contract period. Any purchases of equipment or goods over \$1,000 must be pre-approved by the LSC Program Coordinator.

### **Overhead / Indirect Charges**

Ecology prefers this rate to be charged on Salaries and Benefits only. If the partner jurisdiction calculates this on a different base, attach a complete explanation of the items in the base. Indicate the rate in the cell provided on Attachment B, Invoice Detail.

### **BILLING PROCEDURE**

The CITY shall submit invoices using state invoice voucher A19-1A, (provided) on a quarterly basis (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec) within 40 days following the end of the quarter, to the Partner Source Control Program Coordinator. Payment to the CITY for approved and completed work will be made by warrant or account transfer by the Department of Ecology within 30 days of receipt of a properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. Invoices for the last month of the biennium (June, 2013), are due by July 30, 2013.

## **RECORDS MAINTENANCE**

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

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

## **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department of Ecology. Data shall include, but not be limited to, site visit checklist data, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **PUBLICATION REQUIREMENTS- these requirements apply if publications are created for Ecology use.**

1. Apply Plain Talk principles to the document:  
[http://www.ecy.wa.gov/quality/plaintalk/resources/pub\\_expectations.pdf](http://www.ecy.wa.gov/quality/plaintalk/resources/pub_expectations.pdf)
1. Use the Department of Ecology logo. Request a copy of the logo from the agency's Communication Office (360) 407- 7006.
2. Include the agency approved ADA (American with Disabilities Act) language on the document. (Request the current language from the program's publication coordinator.)
3. Include an agency publication number. (Request a publication number from the program's publication coordinator.)
4. Provide an electronic copy of the document in software that meets the current graphics industry standards software and that Ecology employs.

## **INDEPENDENT CAPACITY**

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

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. In the event of staff changes or layoffs directly affecting execution of this contract, Ecology reserves the right to periodically review and amend Attachment "A" and "B", the scope of work and budget, respectively.

## **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **TERMINATION FOR CAUSE**

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

## **DISPUTES**

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

## **GOVERNANCE**

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

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **WAIVER**

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

## **SEVERABILITY**

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

## **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**CONTRACT MANAGEMENT**

The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Project Manager for Ecology is: *Julia McHugh, Hazardous Waste and Toxics Reduction Program, Washington State Department of Ecology, N. 4601 Monroe, Spokane, WA 99205-1295, 509-329-3551, jmch461@ecy.wa.gov*

The Contract/Project Manager for CITY is: *David E. Lee, PE, Assistant City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, 360-855-3219, mfreiberger@ci.sedro-woolley.wa.us.*

The parties have signed this Agreement.

Polly Zehm  
Deputy Director  
State of Washington  
Department of Ecology

Mike Anderson  
Mayor  
City of Sedro-Woolley

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title Date

Mayor  
\_\_\_\_\_  
Title Date

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE

**Appendix A  
FY2011-13**

**Statement of Work**

**Scope of Work**

Work Allocation: based on 1.0 FTE, LSC Specialist work is expected to fall within these general proportions:

- o 75% Site visits (including local government specific activity)
- o 15% Education & Outreach
- o 10% Networking / Training

**Key Personnel**

<b>Staff</b>	<b>Estimated %FTE</b>	<b>Role</b>
Engineering Services Manager Position	50%	Local Source Control Specialist

**Deliverables**

City of Sedro-Woolley is responsible for the bulleted deliverables that follow each task description below.

**Element 1. Source Control Site Visits and Technical Assistance**

The Local Source Control Specialist (LSCS) will conduct **100** source control site visits to small quantity generator (SQG) businesses during the biennium, within the following guidelines:

- Identify and coordinate with respective Ecology Regional Offices on an ongoing basis, which business sectors, watershed-based geographical areas, and/or priority toxic pollutants that will be the focus of the site visit program. Ensure that businesses are not being visited by other Source Control or Urban Waters staff, and that the business is not a Medium or Large Quantity Generator.

*A combination of data sources is recommended: local jurisdiction databases (GIS data, public utility, pre-treatment, stormwater, etc.), Ecology data bases (Facility Site data base, Hazardous Waste Fee data base) Yellow Pages, WA Dept of Licensing, WA Dept of Revenue, county records, and internet search tools.*

- Depending upon jurisdiction conditions, approximately 70% of the visits are to new, 'never-visited' small businesses or to those that have not received a LSC Specialist visit in 3 or more years, and approximately 30% for follow-up /return visits to resolve any high priority environmental issues (HPEI) found. This guideline will help determine business risk change and adoption of Best Management Practices.
- The following nine HPEIs, extracted from the last page of the LSC checklist, are Ecology's top priorities for follow-up visits to ensure correction of the problem. Other issues found on-site and their follow-up are at the discretion of the local jurisdiction.

### Hazardous Waste:

- Properly designate waste
- Properly dispose of waste
- Properly store products/wastes
- Repair or replace degraded open chemical containers

### Stormwater:

- Correct illegal plumbing connection
  - Halt discharges of process wastewaters to storm drain
  - Properly store containerized materials
  - Properly store non-containerized materials
  - Clean and eliminate leaks and spills from storage areas
- Ecology reserves the ability to direct a portion of business site visits towards specific priority sources or contaminants as follows:
    - toxics in stormwater;
    - copper, mercury, lead, cadmium and / or zinc sources
    - vehicle repair, property management, paint & coatings, industrial operations, retail, marine, healthcare, agriculture, governmental operations, hospitality, school districts
    - sources of persistent, bioaccumulative and toxic contaminants (PBTs), such as Abandoned/Bankrupt sites or outdoor operational washing activities
  - When unable to resolve the business' HPEIs, follow Ecology's business referral policy, outlined in the 'LSCP Contact and Referral Guide' (*distributed prior to contract finalization*).
  - Complete Ecology's source control checklist for each site visit.
  - Coordinate with local jurisdictions and Ecology's Regional Office in a timely manner regarding complaints about or from SQG businesses.
  - Coordinate with respective Ecology Regional Offices to go on periodic site visits with regional staff to promote consistency and effectiveness of site visit techniques and conveying technical information to businesses.
  - If completing contracted site visits prior to the end of the contract period, use 70% of remaining time to do additional site visits.

### **Element 2. Multi-media Technical Assistance**

- During on-site visits and follow-up contact, provide technical assistance on waste and toxics reduction, storage, and disposal and pollution prevention. Follow-up assistance and general business outreach may be letters to or phone consultations with individual businesses, meetings, publications, newsletters, workshops, providing internet resources, and other forms of technical information distribution.
- Coordinate and collaborate to develop technical assistance messages and outreach materials and resources with Ecology technical staff and other internal local government personnel or functions such as fire marshal, code enforcement, storm water, wastewater treatment plant, and moderate risk waste staff.

- Utilize the services of the NW Pollution Prevention Resource Center ([www.pprc.org](http://www.pprc.org)) and Washington Stormwater Center ([www.cityofpuyallup.org/services/development-services/puyallups-stormwater-management-program/washington-stormwater-center/](http://www.cityofpuyallup.org/services/development-services/puyallups-stormwater-management-program/washington-stormwater-center/)) to promote business awareness and adoption of stormwater best management practices and pollution prevention techniques.
- Encourage businesses to participate in local green business programs, including the EnviroStars business certification program. <http://envirostars.org/>

**Element 3. Local Government Specific Activity**

The CITY will:

(Describe your local emphasis, if in additional to Elements 1 and 2)

Local Activity	Deliverable
Focus on sector(s) that require Ecology Industrial Stormwater Permit	Sites found that potentially need Ecology Stormwater permit will be referred to Ecology.
Pharmaceutical Waste Management	Develop a protocol for the collection of medications for long term care facilities.
Focus on metal(s) in stormwater	BMPs and corrective actions achieved that lead to pollution prevention of metal(s) in stormwater.
Review available sampling data and survey City for high risk areas	Identify priority “hot spots” and contributing sectors.
Collect current data from DOR about active businesses licenses; use facility site/LSC information to identify interaction	Produce GIS map layer to flag all businesses and interaction with source control program. Produce report to assess which sectors or basins to address.

- All materials developed to educate/assist businesses or to market the LSC Program internally or externally should be posted to the LSC SharePoint site within 30 days of completion of the piece.

**Element 4. Technical Training**

To meet the ongoing LSCS technical training needs, Ecology and LSC Program Partner jurisdictions will jointly develop and execute the 2011-13 technical training schedule. Parties will determine format (phone/video conference, webinar, live), and topics to be presented during the biennium. The LSCS will work with Ecology’s LSC Program Coordinator to locate available resources and reference materials to bring these trainings to the LSC group-at-large.

- Venue 1: the monthly Local Source Control phone conference meetings, wherein each LSCS will determine, develop, and present materials and available resources showcasing a particular business sector or source control issue. Two or more LSCS may team up and/or hold a live event. All presentations will be coordinated with the LSC Program Coordinator, and all training materials will be organized in e-bindings and posted to the LSC SharePoint site.
- Venue 2: a minimum of two bi-annual ‘live’ meetings to be held at an Ecology office, a partner jurisdiction, or other facility. Ecology and LSCS will coordinate to determine agenda content, guest speakers, technical resources including recording the training for future reference, and all

other periphery details of event planning. The LSC Program Coordinator will designate the rotation of the specific group of jurisdictions to contribute to this effort.

- The LSCS are expected to attend and participate in regularly scheduled monthly conference calls, and attend Ecology-sponsored training events organized on their behalf.
- LSCS are encouraged to attend HazWoper training and other safety training to maintain knowledge and awareness of proper safety procedures.

## **Element 5. Reporting Results to Ecology**

### **Site Visit Data Entry**

- Credit for these types of site visits will be assigned upon completion of the data record in the LSC dB:
  - Site Visit – Complete;
  - Site Visit – Screening or Incomplete (attempted but turned away);
  - Site Visit – Follow-Up or Return
- Data entry is expected to be thorough, complete, and timely. All site visit information collected on the checklist should be entered in the LSC data base within 30 days of each site visit, whether initial, follow-up, screening, or referral to a regulatory body.
- Local partner jurisdictions will ensure all data records are complete (either 'pending', 'closed', or 'referred') to promote quality assurance of the local source control data.
- To avoid under-reporting of work results, Ecology will provide individual LSC partners quarterly data base reports to identify/correct any incomplete data records.

### **Monthly Report**

Local Partner Jurisdictions will complete a monthly report using the electronic 'Monthly Report' form provided on the Ecology Internet / Hazardous Waste and Toxics Reduction page, within 10 working days after the end of each month. This is meant to capture what the database does not: Best Management Practices implemented; specifics of Education and Outreach efforts, and networking and collaboration resulting from the LSC work.

To access: <http://www.ecy.wa.gov/programs/hwtr/lsp/reportform.html>

In addition to the report information solicited on the form, the following shall also be reported to the LSC Program Coordinator when applicable:

- Any potential program, contract, or small business client problems and resolutions
- Any key personnel changes
- Subcontract or subcontractor information

### **Task 6. Invoicing**

Invoices for completed work will be submitted quarterly on Ecology-provided, original, signed Form A-19-1A, and Invoice Detail sheet (Appendix B, attached). The invoice, invoice detail, and supporting

invoice detail documentation will be sent within 40 days of the end of the invoice quarter to the Contract/Project Manager: *Julia McHugh, Hazardous Waste and Toxics Reduction Program, Washington State Department of Ecology, N. 4601 Monroe, Spokane, WA 99205-1295, 509-329-3551, jmch461@ecy.wa.gov.*

**Appendix B**

Department of Ecology - Local Source Control Partnership  
**Budget Status Report and Invoice Detail** *(revised 05/09)*

Jurisdiction:		Contract No:	
Current Invoice Period Qtr/YR:		Invoice No:	

	Current Invoice	Total Cumulative Invoices to-date*	Total Approved Budget 2011-13	Remaining Budget
Salaries			\$ 27,654.00	\$ 27,654.00
Benefits			12,970.00	12,970.00
Subcontracts			5,016.00	5,016.00
Goods & Services			500.00	500.00
Equipment			1,240.00	1,240.00
Travel / Training			300.00	300.00
<b>Subtotal Direct Costs</b>	-	-	<b>47,680.00</b>	47,680.00
Indirect Costs (10%)			4,062.00	4,062.00
<b>Total Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,742.00</b>	<b>\$ 51,742.00</b>

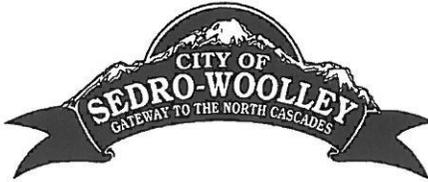
*\*Total Cumulative includes current invoice amounts*

Staff Name / Description	Salaries	Benefits	Subcontracts	Goods & Services	Equipment	Travel / Training	Indirect Costs
Subtotals	0	0	0	0	0	0	0
Total = Current Invoice	0						

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 26 2011

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 35



CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9924  
Fax (360) 855-9923

Bill Chambers  
IT Director

---

MEMO TO: City Council  
FROM: Bill Chambers  
RE: Frontier Communications PRI Contract Renewal  
DATE: October 18, 2011

ISSUE: Should the Council authorize the Mayor or his designee to renew the Primary Rate Interface (PRI) Contract with Frontier Communications Corporation?

BACKGROUND: As part of a City-wide effort to find ways to cut costs, I performed a detailed review of City telecommunications services in early 2011. I found that charges for our PRI and associated core services could be greatly reduced with new terms offered by Frontier Communications.

Although there are new technologies on the horizon that may replace this type of service, I do not anticipate that they will be available as a viable alternative in our area within the next three to five years. PRI over ISDN/T1 is still the industry standard for connecting an enterprise telephone system to the Public Switched Telephone Network (PSTN).

We are currently paying about \$1,076 per month for the PRI and associated services. We could save over \$550 per month under the new 5-year term described in the analysis. That equals a savings of over \$6,600 per year. Frontier Communications will make the rate effective as of June 17, 2011.

RECOMMENDATION: Motion to authorize the Mayor or his designee to renew the PRI Contract with Frontier Communications Corporation for a 5-year term, based on the attached analysis.

Attachments: Frontier Communications Corporation Analysis of Monthly Recurring Charges



## City of Sedro-Woolley

### Analysis of Monthly Recurring Charges

Revised: *Joseph Cummings*

13-Oct-11

email:

[joseph.cummings@ftr.com](mailto:joseph.cummings@ftr.com)

direct:

425.446.0385

#### Existing PRI Charges

Description	Qty	Unit Price	Monthly Costs	FTR - Bottom Line	
<b>VOICE Services</b>				<b>Total Monthly Savings (estimate)</b>	
				<b>\$503.88</b>	
<b>PRI</b>				<b>Total Annual Savings</b>	
				<b>\$6,046.56</b>	
ISDN PRI Facility	1	\$150.000	<b>\$150.00</b>		
ISDN PRI Universal Trunks	23	\$20.810	<b>\$478.63</b>		
PRI	1	\$305.250	<b>\$305.25</b>		
End User Port Recovery Charge	1	\$10.000	<b>\$10.00</b>		
PRI Subsequent Line Charge	1	\$46.00	<b>\$46.00</b>		
Caller ID/Name and Number	1	\$65.00	<b>\$65.00</b>		
Cross Listings	2	\$1.55	<b>\$3.10</b>		
Additional Telephone Number Listings	44	\$0.40	<b>\$17.60</b>		
<b>Total Monthly Recurring Costs</b>			<b>\$1,075.58</b>	<b>Total Current MRC</b>	<b>\$1,075.58</b>

#### Proposed FTR Charges

Description	Qty	Unit Price	Monthly Costs		
<b>VOICE Services</b>				<b>Other Term Options Available</b>	
ISDN PRI (3 Year Flat / 50 DID's / CallerID Name&#) 3YR	1	\$495.000	<b>\$495.00</b>	2YR = \$595 / 5YR = \$445 ←	
ISDN PRI SLC Charge	1	\$46.00	<b>\$46.00</b>		
End User Port Recovery Charge	1	\$10.00	<b>\$10.00</b>		
Cross Listings	2	\$1.55	<b>\$3.10</b>		
Additional Telephone Number Listings	44	\$0.400	<b>\$17.60</b>		
<b>Total Monthly Recurring Costs</b>			<b>\$571.70</b>	<b>New MRC</b>	<b>\$571.70</b>

**IT DIRECTOR  
RECOMMENDATION**

**Non-Recurring Charges to consider:**

**ISDN PRI - Initial Order Charge: \$48.50**

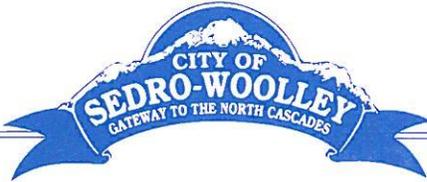
*ISDN PRI order lead time typically 2-3 weeks*

A T1 (PRI) Card to your phone system is needed for this solution. You may already have an existing one on your system which would be compatible

OCT 26 2011

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

---



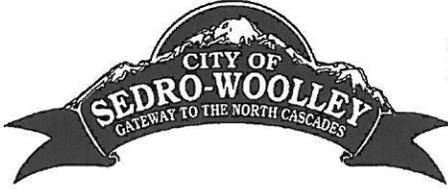
SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

PUBLIC  
HEARING(S)

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 26 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: Redistricting  
DATE: October 26, 2011

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

BACKGROUND: 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: FOLLOWING A PUBLIC HEARING: Motion to adopt the attached ordinance which redistricts the council wards using 2010 US Census data.

**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 Populatoin: 8658													
2010 Total Populatoin: 10540													
Population Increase 1882 or 21.74%													
							AVG	1756.6667					

**Worksheet:**

Ward One	Population
2010	1892
Ward 7	3
Annexation	21
<b>TOTAL:</b>	<b>1916</b>
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
<b>New Total:</b>	<b>1725</b>
Average	1757
Diff	-32

Ward Two	Population
2010	1763
<b>TOTAL:</b>	<b>1763</b>
<i>No Change Needed</i>	

Ward Three	Population
2010	1613
<b>TOTAL:</b>	<b>1613</b>
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
<b>New Total:</b>	<b>1804</b>
Average	1757
Diff	47

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

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

Ward Six	Population
2010	1728
<b>TOTAL:</b>	<b>1728</b>
<i>No Change Needed</i>	

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 26, 2011 and publicly reviewed the proposed changes on October 12, 2011 and again on October 26, 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:

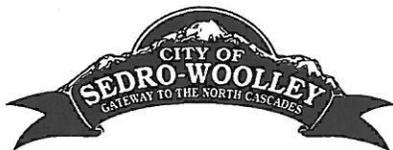
\_\_\_\_\_  
Eron Berg, City Attorney

First Reading by City Council:      October 12, 2011  
Second Reading by City Council:    October 26, 2011  
Public Hearing by City Council:      October 26, 2011  
Approval by City Council:  
Published:





UNFINISHED  
BUSINESS



CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 26 2011

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

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

---

## MEMO:

**To:** City Council  
Mayor Anderson

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

**Date:** October 26, 2011

**Subject:** Impact fee and general facility charge credits for buildings that are demolished (1<sup>st</sup> read)

---

## ISSUE

Should the Council establish a system wherein impact fees and general facility charges will not be assessed for a new building when an existing building on the same property is demolished?

## PROJECT DESCRIPTION / HISTORY

There is currently an incentive to keep dilapidated buildings on a property. When applying for a building permit, impact fees are assessed unless there is an existing building on the property that will be replaced. This situation has caused property owners to keep old buildings that they may otherwise choose to demolish. These buildings many times become a nuisance and result in complaints from neighbors.

To correct this situation, the City Council recommended establishing a "credit" so that any subsequent building permit would not be required to pay the full fees as for new development following demolition of the existing structure.

During the council worksession, several aspects were discussed and staff was given the following direction:

1. No expiration date
2. Record credit certificate on property
3. Monthly sewer to be paid at 50% of the current rate
4. Credits are not transferrable to another property

## ATTACHMENTS

1. Proposed ordinance, including exhibits:
  - A. Proposed SWMC 15.60
  - B. Proposed SWMC 13.16

## RECOMMENDED ACTIONS

No action requested at this time (1<sup>st</sup> read).

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

**AN ORDINANCE MODIFYING SWMC TITLES 13 AND 15, ESTABLISHING PROCESS FOR DEMOLITION OF A BUILDING AND CONSTRUCTION OF A NEW BUILDING WHILE RETAINING VALUE OF IMPACT FEES AND GENERAL FACILITY CHARGES; AND REFORMATTING TITLE 15.60.**

**WHEREAS**, pursuant to the provisions of state law, Chapter 35A.63 of the Revised Code of Washington (RCW) and Chapter 36.70A RCW, the Sedro-Woolley City Council has adopted the Sedro-Woolley Municipal Code (SWMC), including Titles 13 and 15, which regulates impact fees and general facility charges; and

**WHEREAS**, a need exists to amend Titles 13 and 15 to remove an incentive to retain dilapidated structures on properties in the City by allowing retention of the value of existing impact fees to apply toward any subsequent building permit on the same property following the demolition of the existing structure.

**WHEREAS**, the ordinance amendments are procedural in nature, and therefore exempt from the State Environmental Policy Act (SEPA) review; and

**WHEREAS**, the City Council finds the proposed amendments to the SWMC contained in Sections 1 through 2 to be consistent with and to implement the intent of the Sedro-Woolley Comprehensive Plan; and

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

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

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

**Section 1.** Sedro-Woolley Municipal Code 15.60 shall be modified as depicted in Exhibit A, as attached.

**Section 2.** Sedro-Woolley Municipal Code 13.16. shall be modified as depicted in Exhibit B, as attached

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

**Section 4.** The provisions of this resolution are declared to be severable, and if any section, sentence, clause or phrase of this resolution 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 resolution.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Finance Director

Approved as to form:

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

Published:

# EXHIBIT A

## Chapter 15.60 IMPACT FEES FOR PLANNED FACILITIES\*

Sections:

- 15.60.010 Authority and purpose
- 15.60.015 Definitions
- 15.60.020 Applicability
- 15.60.030 Geographic scope
- 15.60.xxx Payment of fees
- 15.60.xxx Project list
- 15.60.xxx Funding of projects
- 15.60.xxx Refunds
- 15.60.xxx Appeals
- 15.60.xxx Relationship to SEPA
- 15.60.xxx Relationship to concurrency
- 15.60.xxx Necessity of compliance
- 15.60.040 Imposition of transportation impact fees
- 15.60.050 Transportation fee schedules and establishment of service area
- 15.60.060 Calculation of transportation impact fees
- 15.60.070 Park impact fee and establishment of service area
- 15.60.080 Calculation of park impact fees
- 15.60.090 Fire department impact fee and establishment of service area
- 15.60.100 Calculation of fire department impact fees

\* Prior ordinance history: Ords. 1314-98, 1331-99, 1424-02 and 1452-03.

15.60.010 Authority and purpose.

A. This title is enacted pursuant to the city's police powers, the Growth Management Act as codified in Chapter 36.70A RCW, the enabling authority in Chapter 82.02 RCW, Chapter 58.17 RCW relating to platting and subdivisions, and the State Environmental Policy Act (SEPA) Chapter 42.21C RCW.

B. The purpose of this title is to:

1. Develop a transportation impact fee program consistent with the Sedro-Woolley Comprehensive Plan (~~2005~~) the Six-Year Transportation Improvement Program (~~2005~~), and capital facilities plans for joint public and private financing of transportation, park and fire department improvements necessitated in whole or in part by development in the city;
2. Ensure adequate levels of transportation, traffic, park and fire department service within the city consistent with the comprehensive plan;
3. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site facilities directly necessitated by new development, in order to provide an adequate level of service consistent with the comprehensive plan;

4. Ensure that the city pays its fair share of the capital costs of transportation, park and fire department facilities necessitated by public use of the transportation, park, and fire department systems; and
  5. Ensure fair collection and administration of such impact fees.
- C. The provisions of this chapter shall be liberally construed to effectively carry out its purpose in the interests of the public health, safety and welfare. (Ord. 1555-06 § 1 (part), 2006)

#### **15.60.015 Definitions.**

The following are definitions provided for administering the impact fee ordinance. The public works director shall have the authority to resolve questions of interpretation or conflicts between definitions.

- A. “Adequate level of transportation service” means a system of transportation facilities which have the capacity to serve development without decreasing levels of service below the city’s established minimum as determined by SWMC Chs. 15.40, 15.56, and adopted plans and ordinances.
- B. “Adequate level of parks service” means a system of parks facilities which have the capacity to serve development without decreasing levels of service below the city’s established minimums as determined by adopted plans and ordinances.
- C. “Adequate level of fire department service” means a system of fire department facilities which have the capacity to serve development without decreasing levels of service below the city’s established minimums as determined by adopted plans and ordinances.
- D. “Capacity” means the maximum sustainable flow rate at which vehicles or persons can be expected to traverse a point or uniform segment of a lane or roadway during a specified time period, usually expressed as vehicles per hour, passengers per hour, or persons per hour.
- E. “Development activity” means any construction or expansion of a building, or structure, or use, or any changes in the use of land, that creates additional demand and need for public facilities.
- F. “Director” means the director of the department of public works of the city of Sedro-Woolley or his/her designee.
- G. “Finance director” means the clerk-treasurer of the city of Sedro-Woolley or his/her designee.
- H. “Impact fee” means a payment of money imposed upon development approval to pay for public streets and roads, parks and fire department facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public streets and roads, parks and fire department facilities that is a proportionate share of the cost of the public streets and roads, parks and fire department facilities and that is used for public streets and roads, parks and fire department facilities that reasonably benefit the new development. “Impact fee” does not include a reasonable permit or application fee otherwise established by city council resolution, nor mitigation required by SEPA or other ordinance.
- I. “Jurisdiction” means a municipality or county.
- J. “Off-site transportation road improvement” means improvement, except a frontage improvement, to an existing or proposed city road or street outside the boundaries of a development, which improvement is required or recommended in accordance with this

title. “Off-site parks improvement” means improvement to an existing or proposed park facility outside the boundaries of a development, which improvement is required or recommended in accordance with this title.

K. “Off-site fire department improvement” means improvement to an existing or proposed fire department facility outside the boundaries of a development, which improvement is required or recommended in accordance with this title.

L. “Parks” means public parks; public recreational, community, cultural or civic facilities (including, without limitation senior centers and youth centers); public trails; and any other similar public facilities identified in the parks plan.

M. “Parks plan” means those specific projects and/or classes of projects for the development and/or improvement of public parks identified within the parks element of the Sedro-Woolley capital facilities plan, as may from time to time be amended.

N. “Project improvements” means site improvements and facilities that are planned and designed to provide service for a particular development project that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in the capital facilities plan approved by the city council shall be considered a project improvement.

O. “Service area” means a geographic area defined by ordinance or intergovernmental agreement in which a defined set of public streets and roads, parks and fire department facilities provide service to the development within the area.

P. “Six-year transportation improvement program (TIP)” means a subset of projects contained in the city’s capital improvement program. The TIP is a set of comprehensive street programs/projects which after a public hearing is annually adopted by the city council for the purpose of advancing plans for not less than six years as a guide for carrying out the coordinated transportation/street construction program. The six-year TIP shall contain a small group of capacity projects which will be considered reasonably funded for determining transportation concurrency and impact fees. The adoption of the six-year TIP will obligate the city to actively pursue funds as to implement the capacity component of the transportation improvement program as best possible with the available resources.

Q. “System improvements” means public facilities that are included in the capital facilities plan and are designed to provide service areas within the community at large, in contrast to project improvements. (Ord. 1555-06 § 1 (part), 2006)

#### **15.60.020 Applicability.**

A. The requirements of this chapter apply to all development activity in the city of Sedro-Woolley.

Exception: Development activity per SWMC 15.60.25

B. Mitigation of impacts on transportation, park, and fire department facilities located in jurisdictions outside the city will be required when:

1. The other effective jurisdiction has reviewed the development’s impact under its adopted impact fee/mitigation regulations and has recommended to the city that the city impose a requirement to mitigate the impacts; and
2. There is an interlocal agreement between the city and the effective jurisdiction specifically addressing transportation, park or fire department impact identification and mitigation. (Ord. 1555-06 § 1 (part), 2006)

### **15.60.025 Replacement buildings**

A. For building permit applications received for a replacement structure on a commercial or residential property, impact fees shall only be collected in the amount exceeding the value of impact fees of the building being removed. After the issuance of a demolition permit and the physical removal of the structure, a credit certificate shall be recorded with the county auditor's office confirming that any future project impact fees due shall only be collected in the amount exceeding the value of impact fees for the building being removed. The cost of recording the credit certificate shall be borne by the property owner. Credits shall expire twelve months after issuance unless the credit certificate is recorded with the Skagit County Auditor's office.

### **15.60.030 Geographic scope.**

The boundaries within which impact fees shall be charged and collected are co-extensive with the corporate city limits, and shall include all unincorporated areas annexed to the city on and after the effective date of the ordinance codified in this chapter. After the adoption of interlocal agreements with other local and regional governments, geographic boundaries may be expanded consistent therewith to include the unincorporated urban growth area as identified in the current comprehensive plan map as now adopted or hereafter amended. (Ord. 1555-06 § 1 (part), 2006)

### **15.60.xxx Payment of fees.**

A. All developers shall pay an impact fee in accordance with the provisions of this chapter at the time that the applicable building permit is ready for issuance.

Exception: For complete building permit applications received on or prior to December 30, 2011, at the time of issuance of any single-family residential building permit for a dwelling unit that is being constructed for resale, the applicant/owner may elect to record a covenant, in a form to be approved by the city attorney, against the property that requires payment of the impact fees due and owed in accordance with this chapter and any other applicable sections of the Sedro-Woolley Municipal Code, by providing for full payment through escrow of the fees due and owed to be paid at the time of closing of sale of the lot or unit; but in no case shall the structure be occupied prior to payment of impact fees. The awarding of credits shall not alter the applicability of this section.<sup>1</sup>

It is the intention of this chapter that fees shall generally be due at time of issuance of building permits, rather than at time of subdivision or construction of unoccupied infrastructure not generating immediate impacts. However, if no building permit will be required of a project, then the impact fee may be assessed for any other development activity permit or development approval generating an impact for which the fee is required. The fee paid shall be the amount in effect as of the date the permit application or approval is deemed completed and vested.

B. All developers shall pay an impact administrative fee at the time of application for a building permit or other permit or approval as set forth in the fee schedule adopted by resolution or ordinance of the city council.

C. The impact fee, as initially calculated after issuance for a building permit or other permit or approval, shall be recalculated at the time of payment if the development is modified or conditioned in such a way as to alter the trip generation rate for the development.

D. No building permit (or other applicable permit or approval) shall be issued until the impact fee is paid.

E. Impact fees may be paid under protest in order to obtain a permit or other approval of development activity. (Ord. 1682-10 § 1, 2010; Ord. 1555-06 § 1 (part), 2006)

**15.60.xxx Project list.**

A. The director shall commonly review the city's comprehensive land use and transportation plan ("comprehensive plan"), capital facilities plan, and the projects in attachment A, attached to the ordinance codified in this section, and shall:

1. Identify each project in the comprehensive plan that is growth-related and the proportion of each such project that is growth-related;
2. Forecast the total moneys available from taxes and other public sources for road improvements over the next six years;
3. Calculate the amount of impact fees already paid; and
4. Identify those comprehensive plan projects that have been or are being built but whose performance capacity has not been fully utilized.

B. The director may use this information to prepare an annual draft amendment to attachment A, which shall comprise:

1. The projects on the comprehensive plan that are growth-related and that should be funded with forecast public moneys and the impact fees already paid;
2. The projects already built or funded pursuant to this chapter whose performance capacity has not been fully utilized; and
3. An update of the estimated costs of the projects listed.

C. The council, at the same time that it adopts the annual budget and appropriates funds for capital improvement projects, shall by separate ordinance establish the annual attachment A by adopting, with or without modification, the director's draft list.

D. Once a project is placed on attachment A, a fee shall be imposed on every development that impacts the project until the project is removed from the list by one of the following means:

1. The council by ordinance removes the project from attachment A, in which case the fees already collected will be refunded if necessary to ensure that impact fees remain reasonably related to the traffic impacts of development that have paid an impact fee; provided, that a refund shall not be necessary if the council transfers the fees to the budget of another project that the council determines will mitigate essentially the same traffic impacts; or
2. The impact fee share of the project has been fully funded, in which case the director shall administratively remove the project from the project list. (Ord. 1555-06 § 1 (part), 2006)

**15.60.xxx Funding of projects.**

A. ~~An~~ ~~transportation~~ impact fee restricted cash fund is hereby created. The finance director shall be the fund manager. ~~Transportation~~ impact fees shall be placed in appropriate deposit accounts within the ~~transportation~~ impact fee fund.

B. The ~~transportation~~ impact fees paid to the city shall be held and disbursed as follows:

1. The transportation, parks, and fire department impact fees collected shall be placed in separate deposit accounts within the impact fee fund;
2. When the council appropriates capital improvement project (CIP) funds for a project on the project list, the fees held in the appropriate impact fee fund shall be transferred to

the appropriate CIP fund. The non-impact fee moneys appropriated for the project may comprise both the public share of the project cost and an advancement of that portion of the private share that has not yet been collected in impact fees;

3. The first money spent by the director on a project after a council appropriation shall be deemed to be the fees from the impact fee fund;

4. Fees collected after a project has been fully funded by means of one or more council appropriations shall constitute reimbursement to the city of the public moneys advanced for the private share of the project;

5. All interest earned on impact fees paid shall be retained in the account and expended for the purpose or purposes for which the transportation impact fees were imposed.

C. Projects shall be funded by a balance between impact fees and public funds, and shall not be funded solely by transportation impact fees.

D. Impact fees shall be expended or encumbered for a permissible use within six years of receipt, unless there exists an agreement extending the time or extraordinary or compelling reason for fees to be held longer than six years. The finance director may recommend to the council that the city hold fees beyond six years in cases where extraordinary or compelling reasons exist. Such reasons shall be identified in written findings by the council.

E. The finance director shall prepare an annual report on the ~~transportation~~ impact fee accounts showing the source and amount of all moneys collected, earned or received and projects that were financed in whole or in part by transportation impact fees. (Ord. 1555-06 § 1 (part), 2006)

#### **15.60.xxx Refunds.**

A. A developer may request and shall receive a refund when the developer does not proceed with the development activity for which impact fees were paid, and the developer shows that no impact has resulted; however, the impact fee administrative fee shall not be refunded.

B. If an owner appears to be entitled to a refund of impact fees, the finance director shall notify the owner by first class mail deposited with the United States Postal Service at their last known address. The owner must submit a request for a refund to the finance director in writing within one year of the date the right to claim the refund arises or the date the notice is given, whichever is later. Any impact fees that are not expended or encumbered within the time limitations established by SWMC Ch. 15.60, and for which no application for a refund has been made within this one-year period, shall be retained and expended on any project.

C. In the event that impact fees must be refunded for any reason, they shall be refunded with interest earned to the owners of the benefited property as they appear of record with the Skagit County assessor at the time of refund. In the event of a dispute or uncertainty as to who is entitled to receipt, the funds may be paid into the registry of the Skagit County Superior Court. The city may require a release and hold harmless agreement from any recipient of refunded fees as a condition of payment.

D. When the city seeks to terminate any or all impact fee requirements, all unexpended or unencumbered funds shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the city shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first class mail to the last known

address of claimants. Claimants shall request refunds as in subsection B of this section. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the city, but must be expended on any city projects. This notice requirement shall not apply if there are no unexpended or unencumbered balances within an account or accounts being terminated. (Ord. 1555-06 § 1 (part), 2006)

**15.60.xxx Appeals.**

- A. A developer may appeal the amount of an impact fee determined by the director to the hearing examiner as provided in SWMC Chapter 2.90.
- B. In order to appeal, the developer must pay the fee or post a bond or other acceptable security for the fee. Notice of appeal must be filed within fourteen days of issuance of a building permit or other land use approval or decision for which the fee was required.
- C. The developer shall bear the burden of proving:
  - 1. That the director committed error in calculating the developer's proportionate share, as determined by an individual fee calculation or, if relevant, as set forth in the fee schedule, or in granting credit for the benefit factors; or
  - 2. That the director based his determination upon incorrect data.
- D. The hearing examiner shall affirm the decision of the director, modify the decision of the director and recalculate the fee or credit, or remand the matter back to the director for additional findings and recomputation of the fee or credit. (Ord. 1607-08 § 5(A), 2008; Ord. 1555-06 § 1 (part), 2006)

**15.60.xxx Relationship to SEPA.**

- A. All development shall be subject to environmental review as provided by SEPA and other applicable city ordinances and regulations.
- B. Payment of the impact fee shall constitute satisfactory mitigation of those impacts related to the specific improvements identified on the project list (attachment A, attached to the ordinance codified in this section).
- C. Further mitigation in addition to the impact fee shall be required for identified adverse impacts appropriate for mitigation pursuant to SEPA that are not mitigated by an impact fee.
- D. Nothing in this chapter shall be construed to limit the city's authority to deny building permits when a proposal would result in significant adverse impacts identified in an environmental impact statement and reasonable mitigation measures are insufficient to mitigate the identified impact. (Ord. 1555-06 § 1 (part), 2006)

**15.60.xxx Relationship to concurrency.**

Neither compliance with this chapter or the payment of any fee hereunder shall constitute a determination of concurrency under Chapter 15.56 of this code. (Ord. 1555-06 § 1 (part), 2006)

**15.60.xxx Necessity of compliance.**

A building permit issued after the effective date of the ordinance codified in this section shall be null and void if issued without substantial compliance with this chapter by the department, the approving authority and the director. (Ord. 1555-06 § 1 (part), 2006)

**15.60.040 Imposition of transportation impact fees.**

A. The approving authority is hereby authorized to impose impact fees on new development according to the provisions of this chapter.

B. Impact Fees.

1. Shall only be imposed for system improvements that are reasonably related to the new development;
2. Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development;
3. Shall be used for system improvements that will reasonably benefit the new development; and
4. May be collected and spent only for system improvements which are addressed by the Sedro-Woolley capital facilities plan, or other capital facilities plan for parks and fire department improvements identifying:
  - a. Deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time,
  - b. Additional demands placed on existing public facilities by new developments, and
  - c. Additional public facility improvements required to serve new development;
5. Should not be imposed to mitigate the same off-site facility impacts that are mitigated pursuant to any other law;
6. Should not be collected for improvements to state facilities outside the city boundaries unless the state requests such improvements and an agreement to collect such fees has been executed between the state/county and the city;
7. Shall not be collected for improvements to facilities in other jurisdictions unless the affected jurisdiction requests such improvement and an interlocal agreement has been executed between the city and the affected jurisdiction for the collection of such fees;
8. Shall be collected only once for each building permit, unless changes or modifications to the building permit are proposed which result in greater direct impacts on public facilities than were considered when the building permit was first approved;
9. Shall not be collected from any new or expanded city facilities, post offices or libraries. (Ord. 1555-06 § 1 (part), 2006)

**15.60.050 Transportation fee schedules and establishment of service area.**

A. Subject to the provisions of SWMC Section 15.60.060, the transportation impact fee shall be as set forth on attachment A, attached hereto, and on file with the city clerk.

Attachment A shall provide:

1. The schedule of projects established by the city council for which impact fees may be collected, which shall be a subset of the Sedro-Woolley transportation capital facilities plan of the Sedro-Woolley Comprehensive Plan and 2005 Transportation Plan;
2. The cost of the projects on the schedule;
3. A map dividing the city into zones based upon probable impact on planned transportation capital facility projects of development within the zones;
4. The amount of the transportation impact fees to be paid on a “per peak PM trip basis” to be paid by a development with a particular zone.

Attachment A shall not be codified, but shall be on file with the ordinance codified in this chapter.

- B. The impact fee schedule of costs, as set out in attachment A, shall be updated annually at a rate adjusted in accordance with the engineering news record (ENR) Construction Cost Index for the Seattle area, using a June-June annual measure to establish revised fee schedules effective July 1st of the current year.
- C. For the purpose of this chapter, the entire city shall be considered one service area. (Ord. 1555-06 § 1 (part), 2006)

**15.60.060 Calculation of transportation impact fees.**

- A. The director shall calculate the transportation impact fees as set forth in SWMC Section 15.60.050, subject to the provisions of this chapter.
- B. In determining the proportionate share, the method of calculating impact fees shall incorporate, among other things, the following:
1. The cost of public streets and roads necessitated by new development;
  2. An adjustment to the cost of the public streets and roadways for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;
  3. The availability of other means of funding public street and roadway improvements;
  4. The cost of existing public street and roadway improvements;
  5. The methods by which public street and roadway improvements were financed; and
  6. The most recent ITE Trip Generation Manual and a report titled "Traffic Impact Fee Methodology," dated November 2005, on file with the city clerk.
- C. A credit, not to exceed the impact fee otherwise payable, shall be provided for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the capital facilities plan and on the TIF project list (attachment A, attached to the ordinance codified in this section) and that are required by the city as a condition of approving the development activity. The determination of "value" shall be consistent with the assumptions and methodology used by the city in estimating the capital improvement costs.
- D. The director may adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly.
- E. The amount of fee to be imposed on a particular development may be adjusted by the director giving consideration to studies and other data available to the director or submitted by the developer demonstrating to the satisfaction of the director that an adjustment should be made in order to carry out the purposes of this chapter.
- F. The impact fee shall provide for system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements; provided, that such fees shall not be imposed to make up for any system improvement deficiencies. (Ord. 1555-06 § 1 (part), 2006)

**15.60.070 Park impact fee and establishment of service area.**

- A. Subject to the provisions of Section 15.60.080, the parks impact fee assessed pursuant to this chapter shall be set forth on attachment B, for each equivalent single-family residential dwelling unit, whether a single-family structure, a unit in a multifamily structure, a mobile or manufactured home on an individual lot or in a mobile home park,

a detached relative cottage, or other dwelling unit, subject to the provisions in this chapter.

B. The impact fee set out in subsection A of this section shall be updated annually at a rate adjusted in accordance with the engineering news record (ENR) Construction Cost Index for the Seattle area, using a June-June annual measure to establish revised fee schedules effective July 1st of the current year.

C. For the purpose of this chapter, the entire city shall be considered one service area. (Ord. 1630-08 § 1 (Exh. A)(part), 2008; Ord. 1555-06 § 1 (part), 2006)

**Attachment B**  
**—Schedule of Park Impact Fees**

Parks Impact Fee Calculations

Additional acres needed	Improvements needed	Existing units	Projected units (2005-2025)	Cost per unit
85 acres new	Ballfields	4,422 units	1,347 new units	\$1,954.00
	Trails			
\$393,100	Play equipment	X 2.6 persons per unit = 11,497 estimated population in City and UGA.	15,000 total population projected for City and UGA.	
120,500	Climbing wall			
127,500	Recreation			
89,700	Water features			
189,000				
958,400				
165,000				
73,900				
43,100				
114,300				
158,100				
200,000				
Total:				
\$2,632,600				

The city elects to fund less than the full amount through parks impact fees, but will actively seek grant funds to fund the shortfall. Additional costs to fund the shortfall from impact fees should be through grant funds, by private donations to city park funds, and through the general fund.

New units projected by 2025: one thousand three hundred forty-seven new units (estimated in 2005).

Parks impact fee per unit: one thousand five hundred dollars. (Ord. 1630-08 § 1 (Exh. A)(part), 2008)

**15.60.080 Calculation of park impact fees.**

- A. The director shall calculate the parks impact fees as set forth in SWMC Section 15.60.070, subject to the provisions of this chapter.
- B. In determining the proportionate share, the method of calculating impact fees shall incorporate, among other things, the following:
1. The cost of public parks necessitated by new development;
  2. An adjustment to the cost of the public parks for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;
  3. The availability of other means of funding public parks improvements;
  4. The cost of existing public parks improvements; and
  5. The methods by which public parks improvements were financed.
- C. A credit, not to exceed the impact fee otherwise payable, shall be provided for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer to facilities that are identified in the parks plan and that are required by the city as a condition of approving the development activity. The determination of value shall be consistent with the assumptions and methodology used by the city in estimating the capital improvement costs.
- D. The director may adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly.
- E. The amount of fee to be imposed on a particular development may be adjusted by the director giving consideration to studies and other data available to the director or submitted by the developer demonstrating to the satisfaction of the director that an adjustment should be made in order to carry out the purposes of this chapter.
- F. The impact fee shall provide for system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements; provided, that such fees shall not be imposed to make up for any system improvement deficiencies. (Ord. 1630-08 § 1 (Exh. A)(part), 2008; Ord. 1555-06 § 1 (part), 2006)

**15.60.090 Fire department impact fee and establishment of service area.**

- A. Subject to the provisions of SWMC Section 15.60.100, the fire department facilities impact fee assessed pursuant to this chapter shall be calculated as set forth on attachment B.
- B. The impact fee set out in subsection A of this section shall be updated annually at a rate adjusted in accordance with the engineering news record (ENR) Construction Cost Index for the Seattle area, using a June-June annual measure to establish revised fee schedules effective July 1st of the current year.
- C. For the purpose of this chapter, the entire city shall be considered one service area. (Ord. 1555-06 § 1 (part), 2006)

**Attachment C—Schedule of Fire Department Impact Fees**

**Fire Impact Fee Calculations.**

- A. Residential structures, including single-family and multifamily structures: nineteen cents per square foot of structure, including garage, outbuildings and attached porches.

- B. Nonresidential structures: twenty cents per square foot of structure, including garage, outbuildings and attached porches; provided that the fee for nonresidential structures shall receive an adjustment, in an amount determined by the responsible official, equal to forty percent reduction for buildings equipped with an approved sprinkler system, and ten percent reduction for buildings equipped with an alarm system.
- C. Nonresidential construction and development activity which requires fire protection but is not a traditional structure, such as a bulk fuel storage facility or a fuel pipeline, shall be assessed an impact fee in an amount determined by the responsible official pursuant to Section 15.60.140.

**15.60.100 Calculation of fire department impact fees.**

- A. The director shall calculate the fire department impact fees as set forth in SWMC Section 15.60.090, subject to the provisions of this chapter.
- B. In determining the proportionate share, the method of calculating impact fees shall incorporate, among other things, the following:
1. The cost of public fire department facilities necessitated by new development;
  2. An adjustment to the cost of the fire department facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;
  3. The availability of other means of funding fire department facilities improvements;
  4. The cost of existing fire department facilities improvements; and
  5. The methods by which public parks improvements were financed.
- C. A credit, not to exceed the impact fee otherwise payable, shall be provided for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the parks plan and that are required by the city as a condition of approving the development activity. The determination of "value" shall be consistent with the assumptions and methodology used by the city in estimating the capital improvement costs.
- D. The director may adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly.
- E. The amount of fee to be imposed on a particular development may be adjusted by the director giving consideration to studies and other data available to the director or submitted by the developer demonstrating to the satisfaction of the director that an adjustment should be made in order to carry out the purposes of this chapter.
- F. The impact fee shall provide for system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements; provided, that such fees shall not be imposed to make up for any system improvement deficiencies. (Ord. 1555-06 § 1 (part), 2006)

## EXHIBIT B

### 13.16.035 General facilities charge—Separate fund.

In addition to any permit fees and other charges required by city ordinance or regulation, and not in lieu thereof, at the time of building permit issuance (or, if no building permit, then at time of connection or commencement of use), there shall be a general facilities charge for connection to the city sewer system, which shall be paid in the sum of eight thousand nine hundred twenty-six dollars per equivalent residential unit (ERU), to be determined as set forth in this section.

Exceptions: 1. For complete building permit applications received on or prior to December 30, 2011, at the time of issuance of any single-family residential building permit for a dwelling unit that is being constructed for resale, the applicant/owner may elect to record a covenant, in a form to be approved by the city attorney, against the property that requires payment of the impact fees due and owed in accordance with this chapter and any other applicable sections of the Sedro-Woolley Municipal Code, by providing for full payment through escrow of the fees due and owed to be paid at the time of closing of sale of the lot or unit; but in no case shall the structure be occupied prior to payment of impact fees. The awarding of credits shall not alter the applicability of this section.<sup>1</sup>

2. For building permit applications received for a replacement structure on a commercial or residential property, general facility charges shall only be collected in the amount exceeding the value of general facility charges of the building being removed. After the issuance of a demolition permit and the physical removal of the structure, a credit certificate shall be recorded with the county auditor's office confirming that any future project's general facility charges due shall only be collected in the amount exceeding the value of general facility charges for the building being removed. Monthly sewer charges shall continue to be paid at a rate of 50% of the current adopted sewer rate. The cost of recording the credit certificate shall be borne by the property owner. Credits shall expire twelve months after issuance unless the credit certificate is recorded with the Skagit County Auditor's office.

A. "Equivalent residential unit (ERU)" is defined as a common measure for all types of users to put them on an equivalent basis with a single-family residential user. The ERU is determined by the anticipated water consumption from a connection. One ERU is equal to seven hundred fifty cubic feet of water consumption per month.

B. Single-Family Residential. Each single-family dwelling unit, including single-family (one unit), duplexes (two units), triplexes (three units), condominium unit, and each mobile or manufactured home (one unit) whether on an individual lot or in a mobile home park, is equal to one ERU per dwelling unit.

C. Multiple Residential. Each dwelling unit in a multiple residential structure consisting of four or more dwelling units is equal to one ERU per dwelling unit.

D. Nonresidential, Including Commercial and Industrial Users. The following provisions shall govern the assessment and collection of general facilities charges for nonresidential users, including commercial and industrial units:

1. For each nonresidential unit, there shall be a general facilities charge equal to the sum of:

a. For plumbing fixtures, four hundred ninety-eight dollars per plumbing fixture unit as described in Table 1 set out at the end of this section, titled Equivalent Fixture Units, plus applicable state sales tax; and

b. For use other than plumbing fixtures, four hundred ninety-eight dollars per three hundred eleven gallons of water consumption per month, as determined by the superintendent or his designee. In making this determination, the superintendent may rely upon industry standards, scientific and engineering data, sewage flow meter data, qualified professional opinions, and any

other basis which is in his or her opinion appropriate. The superintendent may adjust this charge based upon evidence that the metered water usage does not accurately reflect the volume of discharge disposed of through the sewer system.

2. If the city enters into a written agreement with users allowing the discharge into the sanitary sewer system of materials set forth in Section 13.30.080(A)(1) through (A)(4), the superintendent shall determine the general facilities charge for the user, in order that such property owners shall bear their equitable share of the cost of such system. In making this determination, the superintendent may rely upon industry standards, scientific and engineering data, sewage flow meter data, qualified professional opinions, and any other basis which is in his or her opinion appropriate. The superintendent may consider the quality of effluent, that the metered water usage does not accurately reflect the capacity of the capital facilities, including treatment plant capacity, utilized by the connection, and all other relevant information. Nothing in this section shall require the city to accept wastes or waters described in Section 13.30.080(A)(1) through (A)(4) from any user.

3. An additional general facilities charge shall be assessed and due as provided in this subsection for an existing connection if, in the determination of the superintendent:

- a. The number of plumbing fixture units is increased; or
- b. The user applies for a permit for improvements which will result in an increase in the average monthly water usage for reason other than an increase in the number of plumbing fixture units; or
- c. The user, by agreement with the city, changes the quality of the discharge or wastewater discharged into the sewer system so as to cause the discharge into the sewer system of materials set forth in Section 13.30.080(A)(1) through (A)(4); or
- d. The user converts an existing connection to a different use which increases the demand on the treatment plant or sewer system capacity utilized to transport or treat said discharge.

In making the determination that an additional general facilities charge is due, the superintendent may rely upon industry standards, scientific and engineering data, sewage flow meter data, qualified professional opinions, and any other basis which is in his or her opinion appropriate.

E. In making a determination of the amount of the general facilities charge, an adjustment against the charge may be allowed by the superintendent for a level of previous use of sewer system capacity, as defined by the highest average twelve consecutive months of the preceding sixty months, unless a general facilities charge, or its equivalent was due for such use under this section which was not paid. Any adjustment shall be determined by the superintendent as set forth in this section, who may rely upon industry standards, scientific and engineering data, sewage flow meter data, qualified professional opinions, the billing for the previous sixty months, and any other basis which is in his or her opinion appropriate. No adjustment shall be allowed if the sewer bill has not been paid for the preceding sixty months, which shall constitute abandonment of the right to use the previous sewer capacity without paying the initial or additional general facilities charge. This adjustment shall apply only to the parcel or lot to which service was provided, and may not be assigned or transferred to other property.

F. All proceeds of the general facilities charge shall be placed in the sewer capital improvements fund for the following uses: construction of new sewer facilities, repair, replacement, and maintenance of existing sewer facilities, and debt service of the same.

(TABLE 1 to follow and remain unchanged)

### **13.16.037 Utility connection fee—North Reed Street.**

A. Residential User Connection Fee. In addition to all other charges and fees assessed by ordinance or statute, and not in lieu thereof, the owner or owners of any lot or parcel within that real property legally described on Exhibit A, set out at the end of this section, and any real property aggregated thereto which is served by the North Reed Street sanitary sewer main, and any subdivision thereof, shall pay a special connection fee in the sum of one thousand one hundred fifty-two dollars for each residential dwelling unit connected to the sanitary sewer, but not to exceed an amount equal to sixteen cents per square foot of the legal lot or parcel on which the unit is situated.

Exception: For building permit applications received for a replacement structure on a commercial or residential property, general facility charges shall only be

collected in the amount exceeding the value of general facility charges of the building being removed. After the issuance of a demolition permit and the physical removal of the structure, a credit certificate shall be recorded with the county auditor's office confirming that any future project's general facility charges due shall only be collected in the amount exceeding the value of general facility charges for the building being removed. Monthly sewer charges shall continue to be paid at a rate of 50% of the current adopted sewer rate. The cost of recording the credit certificate shall be borne by the property owner. Credits shall expire twelve months after issuance unless the credit certificate is recorded with the Skagit County Auditor's office.

(remainder of section to remain unchanged)

**13.16.038 Utility connection fee—Cook Road-Trail Road.**

A. Residential User Connection Fee. In addition to all other charges and fees assessed by ordinance or statute, and not in lieu thereof, the owner or owners of any lot or parcel within that real property legally described on Exhibit A and illustrated on the map attached as Exhibit B set out at the end of this section, and any real property aggregated thereto and any subdivision thereof, which is served by the Trail Road-Cook Road sanitary sewer pump station and main, shall pay a special connection fee in the sum of three thousand four hundred twenty-six dollars for each residential dwelling unit connected to the sanitary sewer.

Exception: For building permit applications received for a replacement structure on a commercial or residential property, general facility charges shall only be collected in the amount exceeding the value of general facility charges of the building being removed. After the issuance of a demolition permit and the physical removal of the structure, a credit certificate shall be recorded with the county auditor's office confirming that any future project's general facility charges due shall only be collected in the amount exceeding the value of general facility charges for the building being removed. Monthly sewer charges shall continue to be paid at a rate of 50% of the current adopted sewer rate. The cost of recording the credit certificate shall be borne by the property owner. Credits shall expire twelve months after issuance unless the credit certificate is recorded with the Skagit County Auditor's office.

(remainder of section to remain unchanged)

**13.16.039 Utility connection fee—Fruitdale Road.**

A. Residential User Connection Fee. In addition to all other charges and fees assessed by ordinance or statute, and not in lieu thereof, the owner or owners of any lot or parcel within that real property legally described on Exhibit A and illustrated on the map attached as Exhibit B set out at the end of this section, and any real property aggregated thereto and any subdivision thereof, which is served by the Fruitdale Road sanitary sewer pump station and main, shall pay a special connection fee in the sum of three thousand four hundred fifty dollars for each residential dwelling unit connected to the sanitary sewer.

Exception: For building permit applications received for a replacement structure on a commercial or residential property, general facility charges shall only be collected in the amount exceeding the value of general facility charges of the building being removed. After the issuance of a demolition permit and the physical removal of the structure, a credit certificate shall be recorded with the county auditor's office confirming that any future project's general facility charges due shall only be collected in the amount exceeding the value of general facility charges for the building being removed. Monthly sewer charges shall continue to be paid at a rate of 50% of the current adopted sewer rate. The cost of recording the credit certificate shall be borne by the

property owner. Credits shall expire twelve months after issuance unless the credit certificate is recorded with the Skagit County Auditor's office.

(remainder of section to remain unchanged)

**13.16.039.1 Utility connection fee—North Township Street.<sup>5</sup>**

A. Residential User Connection Fee. In addition to all other charges and fees assessed by ordinance or statute, and not in lieu thereof, the owner or owners of any lot or parcel within that real property legally described on Exhibit A and illustrated on the map attached as Exhibit B attached to the ordinance codified in this section, and any real property aggregated thereto and any subdivision thereof, which is served by the North Township Street sanitary sewer main, shall pay a special connection fee in the sum of seven hundred twenty-five dollars for each residential dwelling unit connected to the sanitary sewer.

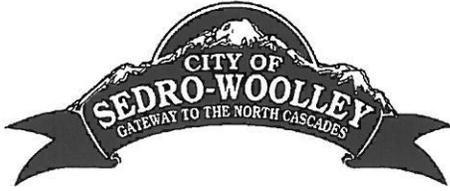
Exception: For building permit applications received for a replacement structure on a commercial or residential property, general facility charges shall only be collected in the amount exceeding the value of general facility charges of the building being removed. After the issuance of a demolition permit and the physical removal of the structure, a credit certificate shall be recorded with the county auditor's office confirming that any future project's general facility charges due shall only be collected in the amount exceeding the value of general facility charges for the building being removed. Monthly sewer charges shall continue to be paid at a rate of 50% of the current adopted sewer rate. The cost of recording the credit certificate shall be borne by the property owner. Credits shall expire twelve months after issuance unless the credit certificate is recorded with the Skagit County Auditor's office.

(remainder of section to remain unchanged)

NEW  
BUSINESS

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 26 2011



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

**CITY OF SEDRO-WOOLLEY**

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

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Park fee ordinance  
DATE: October 26, 2011

ISSUE: Should the Council adopt the attached ordinance establishing a new rental rate for annual users of the Community Center?

BACKGROUND: This is presented to the Council for a first reading and at the request of a current annual user of the Community Center who is concerned about the recent rate increases which have increased their costs from \$130.00 per use to \$275.00 per use. This ordinance would establish a new rate for those annual users (of which we currently have only one) of \$175.00 per use.

RECOMMENDATION: Motion to adopt Ordinance \_\_\_\_\_, an ordinance establishing a new rental rate for annual users of the Community Center.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 12.36 TO ESTABLISH A NEW RENTAL RATE FOR ANNUAL USERS

Whereas, SWMC 12.36 establishes rules and regulations for the use of City parks and sets fees for use of the City's parks and facilities, and

Whereas, SWMC 12.36.030 establishes the amount of security deposits for using the community center as well as the rental fees; and

Whereas, the city has received a request from an existing regular user for a more reasonable rental rate; and

Whereas, the Council desires to establish a rental rate for annual users that takes into account the value of the scheduled annual usage; now therefore,

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

**Section 1.** SWMC 12.36.030 is amended to add the following paragraph:

\_\_\_\_. Annual Users. For those users, who are otherwise qualified to use the Community Center, and use the facility on a recurring basis of at least three times per month, each month of the year, the rental fee shall be one hundred seventy five dollars (\$175.00) per use. All other rules and conditions shall apply to Annual Users.

**Section 2.** This ordinance shall be effective five (5) days after passage and publication as provided by law.

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

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of \_\_\_\_\_, 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 26, 2011

Second Reading by City Council:

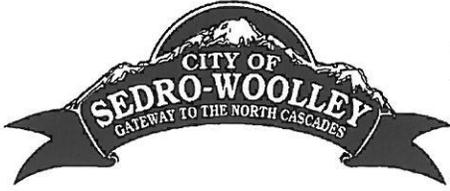
Approval by City Council:

Signed by the Mayor:

Date of Publication:

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 26 2011



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building  
AGENDA NO. 8

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

Eron M. Berg  
City Supervisor/Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Storm Water Utility (*First Reading*)  
DATE: November 9, 2011

ISSUE: Should the Council revise SWMC 2.46 to increase the monthly stormwater charge to \$5.25 per ERU?

BACKGROUND: This is a first reading and we have scheduled a public hearing for November 9, 2011 to allow the Council to hear from citizens on this issue.

Sedro-Woolley first imposed a stormwater utility rate charge in late 2007. The rate was established at \$3.50 per month per ERU (an ERU is an average developed residential property). At that time, the rate study presented to the Council showed a need in excess of \$8.00 per month per ERU.

As a result of the continued implementation of the NPDES Phase II permit from the U.S. Government, via the State of Washington Department of Ecology, Sedro-Woolley faces additional mandates in our stormwater utility which have driven the costs to an unsustainable level at our current rates.

The utilities committee met and is recommending consideration of a rate increase of \$1.75 per month per ERU. The attached ordinance increases rates by that amount effective with the bills mailed in January. This rate increase is estimated to result in additional stormwater revenue of \$110,000 per year. The preliminary draft budget has stormwater short by \$107,741 in 2012 and includes no funding for capital projects in the future. Sedro-Woolley was just awarded a small grant from Ecology which will cover some of this shortfall and in the next two years, if funding from the state is not cut, will allow the stormwater utility to establish a small capital reserve.

RECOMMENDATION: Motion to adopt the draft ordinance which revises SWMC 2.46 to increase the monthly stormwater charge to \$5.25 per ERU.

ORDINANCE NO. \_\_\_\_\_-11

**AN ORDINANCE AMENDING THE FEES AND CHARGES FOR USE OF THE CITY OF SEDRO-WOOLLEY STORM AND SURFACE WATER UTILITY SYSTEM AND AMENDING PORTIONS OF SEDRO-WOOLLEY MUNICIPAL CODE CHAPTER 2.46**

**WHEREAS**, the City has established a Stormwater Utility; and

**WHEREAS**, the purpose of this utility is to collect funds to regulate and operate a system of collection and treatment of storm and surface water; and

**WHEREAS**, it is recognized that storm and flood control measures benefit all citizens of Sedro-Woolley; and

**WHEREAS**, the City is subject to the implementation of the NPDES Phase II permit as written by the State and issued upon the City; and

**WHEREAS**, the NPDES Phase II permit creates substantial additional work for the City in maintaining, monitoring, regulating and reporting regarding the handling of storm and surface water in the City; and

**WHEREAS**, it has been determined that additional revenue for this utility is needed to complete additional capital improvements in the future, repay debt incurred for this purpose and operate the utility; and

**WHEREAS**, it is known today that additional revenue will be required to fund any significant capital improvements in the future;

**NOW THEREFORE, THE CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** SWMC 2.46.080 is amended to read as follows:

It is the intention of the city to impose a baseline standard residential storm drainage fee equaling five dollars and twenty five cents per month. This equivalent residential unit (ERU) fee is based on the assumption that the average single-family lot equals approximately ten thousand square feet.

The fees for other customer classifications shall use this ten thousand square-foot ERU baseline as the basis for the calculation of the fee.

**SECTION 2.** SWMC 2.46.090 is amended to read as follows:

The following ERU-derived fees shall apply. The derived ERU-based fees shall be billed in whole units and are billed to the next higher unit (for example, if a parcel has a forty-three thousand five hundred square-foot area, the parcel's owner would be billed for five ERUs; if a parcel has two thousand square-foot area, the parcel's owner would be billed

for one ERU) and in no case shall the ERU-based fee be less than five dollars and twenty five cents.

Class 1 customers includes all single-family residential units and all multifamily and condominium units with one unit. Class 1 fee: five dollars and twenty five cents per month per unit.

Class 2 customers includes all multifamily units and condominium with two or more units. Class 2 fee: fifty percent of the Class 1 fees on a per-unit basis.

Class 3 customers includes all commercial and industrial customers. Class 3 fee: five dollars and twenty five cents per month for every ten thousand square feet of land area or ten dollars and fifty cents per month for every ten thousand square feet of impervious surface.

Class 4 customers includes all public-use customers (schools, hospitals, churches, government buildings, etc.). Class 4 fee: five dollars and twenty five cents per month for every ten thousand square feet of land area or ten dollars fifty cents per month for every ten thousand square feet of impervious surface.

Class 5 customers includes all mixed-use structures. Class 5 fee: five dollars and twenty five cents per month per commercial unit for every ten thousand square feet of land area and five dollars and twenty five cents per month for every residential unit. However, should there be more than three residential units, the fee shall be fifty percent of the Class 1 fees on a per-unit basis.

**SECTION 3.** SWMC 2.46.150(b) is hereby repealed.

**SECTION 4.** These fees shall be imposed and become effective for the billings mailed out by the City in January 2012 for services provided in December 2011.

**SECTION 5.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

**SECTION 6.** 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

Filed with the City Clerk:   October 20, 2011  
Public Hearing:               November 9, 2011  
First Reading:               October 26, 2011  
Second Reading:  
Passed by the City Council:  
Date of Publication:  
Effective Date: