

Next Ord: 1772-13  
Next Res: 881-13

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**

**May 8, 2013**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar .....1 - 36

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. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
  - Claim Checks #76691 to #76778 in the amount of \$514,311.38
  - Payroll Checks #55516 to #55622 in the amount of \$270,801.67
- d. Funding Agreement with Skagit County for EDASC funds pursuant to RCW 82.14.370
- e. Amendment to Lease Agreement with Sterling Hill Potatoes
- f. Resolution 880-13 increasing the amount of the cash change drawers in the Finance Department

- 4. Public Comment.....37

**UNFINISHED BUSINESS**

- 5. Jail Agreement with Skagit County (*action requested*).....39 - 46

**NEW BUSINESS**

- 6. Ordinance - Sewer General Facilities Charges..... 47 - 53
- 7. Ordinance - Transportation Impact Fees.....55 - 60
- 8. Ordinance - 2013 Budget Amendment #2.....61 - 64

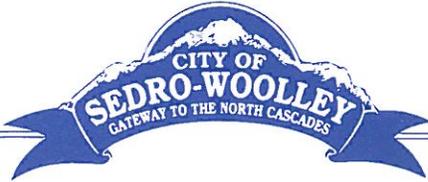
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION**

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

MAY 08 2013

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



DATE: May 8, 2013  
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 May 8, 2013 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

\_\_\_ Ward 1 Councilmember Kevin Loy  
\_\_\_ 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.

MAY 08 2013

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CITY OF SEDRO-WOOLLEY  
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7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 36

Regular Meeting of the City Council  
April 24, 2013 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Pro Tem Tom Storrs, Councilmembers: Kevin Loy, Tony Splane, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director Coleman, Fire Chief Klinger and Police Lt. Tucker.

The Meeting was called to order at 7:00 P.M. by Mayor Pro Tem Storrs.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #76589 to #76690 in the amount of \$483,961.88
  - Payroll Checks #55411 to #55515 in the amount of \$197,752.11
- Professional Services Agreement No. 2013-PS-11 for Design Phase Services for the SR9/Lucas to Park Cottage Place Bicycle/Pedestrian Safety Improvements Project – Reichhardt & Ebe Engineering, Inc.

Councilmember Wagoner moved to approve the consent calendar Items A through D. Seconded by Councilmember Sandström. Motion carried (7-0).

Public Comment

No comment received.

## **UNFINISHED BUSINESS**

### Skagit County Jail Provisional Agreement

City Supervisor/Attorney Berg introduced an entourage from Skagit County in attendance to include Tim Holloran, Commissioners Dillon and Wesen, Sheriff Reichardt and consultants, Marc Estvold and Susan Musselman.

Berg then reviewed the provisional agreement with specific review of paragraphs 2 and 7. He noted the purpose of the document is to allow for immediate understandings to take place, to allow Mount Vernon and Burlington to remove the 1/10 sales tax from the August ballot and to come together with certain terms, allow the County to move forward

with a 3/10 sales tax on the August ballot and to spell out general framework for a future interlocal. Berg noted tonight is a first read with action requested at the May 8<sup>th</sup> meeting. He also noted that timing is critical.

City Supervisor/Attorney Berg discussed paragraph 2 which includes some special provisions for Anacortes and Burlington with rebates to offset the disproportionate amount of sales tax they collect. Sedro-Woolley would pay an equivalent amount of 85% of the 1/10 sales tax due to the fact that the voters have already approved the 1/10 sales tax for emergency services. Berg pointed out there are provisions within the document for increases or decreases of sales tax revenue. In exchange, the County agrees to pull the 90 day letter dated April 1<sup>st</sup> and continue to work towards a definitive agreement.

Berg also addressed provisions included should all parties not be able to come to an agreement and also addressed the finance committee whose purpose will be to oversee the finances without inserting itself into the day to day operations of the jail. The agreement will run for the life of the bonds which is expected to be approximately 25 to 30 years. Berg reviewed terms should the ballot fail as well as a dispute resolution clause.

City Supervisor/Attorney Berg acknowledged there is a lot of work yet to be done but also the timing is now as it needs to go to the ballot in August.

Audience member John Piazza was introduced as being in attendance representing a group who had presented a proposal to the County Commissioners. The proposal has been deemed not viable.

The topic was opened up for Council discussion which included comments of getting the cart before the horse as there is no definite location and no architects rendering.

Berg noted that the plan is to have a jail and build a facility to house 400 beds at opening with room for expansion for up to 800 beds. The cost has been determined from an architect's best estimate and there is currently no site chosen. Berg also noted the need to have faith that the process will work.

Further discussion ensued regarding high priced property and having a court room in new jail.

Tim Holloran, Skagit County Administrator addressed the Council and spoke of the essential public facilities process the County is required to go through whether the site is in the county or city. He noted that early reports indicate that 80% of the expense is in operations and studies have all shown it is best to put it near the Law and Justice campus in downtown Mount Vernon, however they are open to county property. He noted that consultant Marc Estvold has been working with realtors, the County planning department and the Mount Vernon planning department running concurrent tracts, noting that it comes down to dollars. Again, noting the big dollars are in operations, Holloran also

discussed having a contained court house in the jail, running concurrent tracts and keeping options open.

More discussion took place to include lack of plans, what are we getting, the ability to deal with people with drug or mental health problems and the need to figure it out ahead of time.

It was noted that programs will not be part of the interlocal agreement and the model used for financing estimates all include space for programs and staffing for medical needs.

Further discussion ensued regarding the need to provide proper information to the public ahead of time and that cities need to be involved in promoting the vote.

Holloran noted the hiring of a consultant who will be tasked with educating the public. He said there are answers to a lot of the Council's questions but they have not been put out yet. This week is a crucial week to get all City Councils to commit to the plan as the plan needs all Councils to go in because it is designed for all revenues and everyone's prisoners. Holloran then reviewed the concept of a 400 bed facility.

Extended discussion took place on newly proposed DUI changes, County to provide basic education materials, once a ballot issue is established, an outside group will provide the campaigning, having the plan as a possible worksession topic, comparable size of facility to other communities of same populous, pod concept and proposed completion time line (2016).

Holloran noted that the County Commissions plan to adopt a resolution on Monday and are hoping to have all cities on board. City Supervisor/Attorney Berg stated the topic will be on the May 8<sup>th</sup> agenda for action.

Councilmember Wagoner reminded the Council that time is of the essence and being at a critical juncture.

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

City Supervisor/Attorney Berg stated the May 1<sup>st</sup> worksession topic will be on the Business Development Committee follow up on impact fee reviews with discussion on sewer rates, sewer connection charges and transportation impact fees.

Police Lt. Tucker – reported on final wrap up of the recent manslaughter investigation and reported on recent undercover drug buys that led to a bust on Sterling Road. He also noted the new patrol car is in service and reported on the sale of several drug seizure vehicles.

Fire Chief Klinger – addressed the need for a second pre owned ambulance. He noted the need came to light in the last month and he has been looking at pre owned vehicles noting they have been very particular in what they have been looking at. City

Supervisor/Attorney Berg reported this has gone before the Public Safety Committee and that funds are available within the fire impact fees. Funds have been in the budget the past couple of years for a replacement but were not included within the 2013 budget. A request has been made to the Public Safety Committee to support authorizing spending the funds to purchase and outfit a used ambulance.

Councilmember Wagoner reported this was one of three items discussed at their Public Safety Committee meeting. The committee recommends a motion to purchase a pre-owned ambulance. Discussion ensued on 6 liter engines. Chief Klinger noted they are looking at a 2001 F450 with a 7.3 liter diesel engine. It has approximately 100,000 miles and 6,900 hours on it. It was owned by a private ambulance company who picked it up from a department with low highway miles. The ambulance company used it as a backup vehicle and has been sitting in their yard for the last couple of years. The vehicle was picked up by H & W Vehicles who we are working with. It appears to be a solid unit. North Cascade Ford will be doing an inspection on the vehicle prior to any purchase.

Some discussion ensued regarding things to be aware of on a vehicle that has been sitting.

Councilmember Wagoner moved to authorize the City to spend up to \$24,000 for a emergency response vehicle. Seconded by Councilmember Sandström. Motion carried (7-0).

Public Works Director Freiberger – reviewed three memos which are late items due to emergency situations. The first item is a request for an Emergency Public Works Agreement 2013-PW-23 with Pump Tech, Inc. of Bellevue, WA. Freiberger described the failure of Rotor #2 at the Waste Water Treatment Plant and the need to hire Pump Tech who will remove the rotor with a crane and use specialized equipment and trained mechanics for removal and repair. The request has a not to exceed limit of \$35,000.

Freiberger also reviewed RCW 39.04.280 which defines the use of emergency procedures. He noted that loss of another rotor would result in non-conformance of our Ecology permit. Freiberger requested Council declare an emergency and authorize the Public Works contract with Pump Tech.

Councilmember Galbraith moved to declare an emergency and to approve Public Works Contract 2013-PW-23 with Pump Tech Inc. of Bellevue, WA on an emergency basis for repair of Rotor #2 at the Wastewater Treatment Plant at a cost not to exceed \$35,000. Seconded by Councilmember Wagoner. Some discussion ensued. Motion carried (7-0).

Public Works Director Freiberger reviewed a request for Emergency Public Works Agreement 2013-PW-24 with Catapult Heavy Construction Inc. of Mount Vernon, WA. He presented background information on a sewer back up problem resulting from contract work being done at 213 N. Murdock St. and requested approval. The request would be under RCW34.280(2).

Councilmember Wagoner moved to declare an emergency and to approve Public Works Contract 2013-PW-24 with Catapult Heavy Construction, Inc. of Mount Vernon, WA on an emergency basis for repair of a sanitary sewer force main at 213 N. Murdock at a cost not to exceed \$5,000. Seconded by Councilmembers Loy and Galbraith. Motion carried (7-0).

Public Works Director Freiburger requested on behalf of the Sewer Department a request for a manual check in the amount of \$1500 to purchase a utility trailer being sold on Craig's List. The City mechanic indicated he could not build a trailer for the cost of a pre-made trailer. Freiburger noted the trailer is in excellent condition, a good deal and the transaction is time sensitive.

Some discussion ensued regarding use of the trailer.

Councilmember Lemley moved to authorize Mayor Anderson, or his representative, to sign a manual check for \$1,500 payable to the current owner, for the purchase of the trailer as seen in the attached photo. Seconded by Councilmember Galbraith. Motion carried (7-0).

Public Works Director Freiburger presented a brief update on the Cook Road project and a potential snag regarding the DOT right of way. He also noted he is currently working on the review of the 90 % plans and is on schedule to go to bid by the end of May providing the right of way issue is resolved.

City Supervisor/Attorney Berg – pointed out the display banners in the foyer. The banners were used at the Schmooze fair. He reported they were met with good reception and thanked those who participated in staffing the City booth. He also referred to a sample of a trifold brochure to help develop business in Sedro-Woolley.

A brief discussion ensued on the Schmooze Fair and Schmooze Cruise.

Finance Director Nelson Patsy – clarified Consent Agenda Item 3D was passed as the revised memo. She also announced the hiring of Serena Mynatt as the new billing clerk who will replace Reta Stephenson upon her retirement. Serena's start date is May 1<sup>st</sup>.

Councilmember Wagoner – presented a Public Safety Committee report. Councilmember Sandström discussed Governor Inslee's proposed DUI legislation and requested the City send a letter in support of the legislation.

Councilmember Sandström moved to send a letter to the Governor supporting the drunk driving bill to come before the legislature. Seconded by Councilmember Galbraith. Some discussion took place. Motion carried (6-1, Councilmember Loy opposed).

Councilmember Wagoner further reported the Public Safety Committee discussed people driving with suspended licenses. He requested City Supervisor/Attorney Berg review what options Council might have for enforcing.

Councilmember Lemley – thanked everyone for their expression of concern during his recent surgery and stated everything went well. Lemley also noted his Council term is up at the end of the year and after holding the position for 14 years, at this time he does not anticipate running for another term.

Mayor Pro-Tem Storrs noted a recent article in the Skagit Valley Herald listing the positions that are up for election and that mid-May is the filing period.

Councilmember Sandström – noted he has been going to the skate park on the nice days and that the kids are hoping a grand reopening and skate fest will be held.

Councilmember Lemley noted that incoming Rotary President Becky Elde is interested as her community project to build restrooms at the skate park.

Councilmember Splane moved to adjourn. Seconded by Councilmember Lemley. Motion carried (7-0).

The meeting adjourned at 8:18 P.M.

MAY 08 2013

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

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CITY OF SEDRO-WOOLLEY  
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Council Worksession

May 1, 2013 – 7:00 P.M. – Public Safety Training Room

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

Flag Salute

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg, Public Works Director Freiberger, Finance Director Nelson and Wastewater Treatment Plant Supervisor Allen

Mayor Anderson passed out an email from John Piazza Sr. regarding Rob McKenna's response concerning the County's opinion on John Piazza's jail construction proposal.

### **Sewer Rates and Sewer Capital Charge Review**

- City Supervisor/Attorney Berg and Public Works Director Freiberger introduced the topic as a follow up to a request from the Council's Business Development committee. Katy Isakson led the discussion on sewer rates and general facility charges. Council consensus was to bring forth an ordinance with the proposed lower general facilities fee at the next Council meeting.

### **Traffic Impact Fee Review**

- Public Works Director Freiberger led a discussion beginning with the theory behind the current 15 zones and fee per zone. The traffic model was updated by eliminating completed projects, reprioritizing project timelines and much larger funding from other sources which allow for significant reductions in each zones transportation impact fee. Freiberger also discussed the next updating of the transportation plan proposing to reduce the number of zones to approximately five or six. The general consensus of the Council was to bring forth an ordinance with the proposed lower traffic impact fees at the next Council meeting.

### **Transportation Projects**

- Fruitdale Road is continuing to collapse due to poor construction, now including a second section of a similar length. An initial estimate for repair is approximately \$300,000. Closure would cause an alternate access issue in case of an emergency in the Portobello area as well as complicate the detour route while working on SR9 this summer. Discussion was held as to who uses

the road, asking the County for financial assistance and possibly vacating those sections.

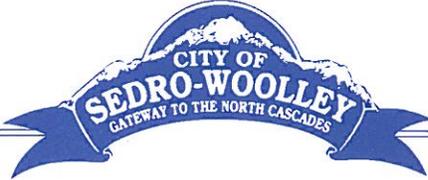
- The State transportation budget passed with a provision to sell, lease or transfer at no cost land needed for the SR20/Cook Road project to the City of Sedro-Woolley.

Councilmember Wagoner moved to adjourn. Seconded by All. Motion carried (7-0).

The worksession adjourned at 8:46 P.M.

MAY 08 2013

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



DATE: May 8, 2013  
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 May 8, 2013.

Motion to approve Claim Checks #76691 to #76778 in the amount of \$514,311.38.

Motion to approve Payroll Checks #55516 to #55622 in the amount of \$270,801.67.

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  
 05/08/2013 (Printed 05/03/2013 10:48)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76691	JOHNSON, THOMAS	PORTABLE EQUIPMENT	SWR	1,500.00
		WARRANT TOTAL		1,500.00
76692	WA ST DEPT OF LICENSING	PORTABLE EQUIPMENT	SWR	165.25
		WARRANT TOTAL		165.25
76693	A-1 MOBILE LOCK & KEY	REPAIR/MAINT-CITY HALL	PK	80.61
		WARRANT TOTAL		80.61
76694	ADVANCED ANALYTICAL SOLUTIONS	OPERATING SUPPLIES	SWP	258.00
		WARRANT TOTAL		258.00
76695	ALLELUJAH BUSINESS SYSTEMS	POSTAGE	SAN	21.42
		WARRANT TOTAL		21.42
76696	ALLCERT, LLC	REPAIR/MAINTENANCE-EQUIP	ST	450.00
		WARRANT TOTAL		450.00
76697	ANDERSON PAPER & PACKAGING CO.	OPERATING SUPPLIES	PK	303.48
		OPERATING SUPPLIES	PK	30.22
		WARRANT TOTAL		333.70
76698	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	2.49
		MISC-LAUNDRY	ST	2.50
		LAUNDRY	SWR	8.34
		LAUNDRY	SWR	8.33
		WARRANT TOTAL		21.66
76699	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	87.03
		AUTO FUEL	PD	1,419.28
		AUTO FUEL/DIESEL	FD	735.03
		AUTO FUEL/DIESEL	PK	28.91
		AUTO FUEL/DIESEL	PK	77.17
		AUTO FUEL/DIESEL	ST	323.15
		AUTO FUEL/DIESEL	ST	96.47
		AUTO FUEL/DIESEL	ST	345.40
		AUTO FUEL/DIESEL	SWR	208.21
		AUTO FUEL/DIESEL	SAN	188.31
		AUTO FUEL/DIESEL	SAN	1,986.52
		AUTO FUEL/DIESEL	SAN	28.37
		AUTO FUEL/DIESEL	SAN	360.44
		VEHICLE FUEL	SWTR	311.60
		OPERATING SUPPLIES	ERR	115.60
		OPERATING SUPPLIES	ERR	173.40
		OPERATING SUPPLIES	ERR	95.28
		WARRANT TOTAL		6,580.17
76700	AT & T	TELEPHONE	JUD	.68
		TELEPHONE	EXE	.68
		TELEPHONE	FIN	15.01
		TELEPHONE	LGL	2.73
		TELEPHONE	IT	.68

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 05/08/2013 (Printed 05/03/2013 10:48)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	PLN	4.10
		TELEPHONE	ENG	30.01
		TELEPHONE	PD	50.48
		TELEPHONE	FD	12.28
		TELEPHONE	INSP	.68
		TELEPHONE	LIB	2.73
		TELEPHONE	SWR	13.64
		TELEPHONE	SAN	2.73
		WARRANT TOTAL		136.43
76701	BANK OF NEW YORK MELLON	BOND PRINCIPAL-G/O BONDS	GO	16,600.00
		BOND PRINCIPAL	SWR	345,000.00
		BOND INTEREST	SWR	45,300.00
		WARRANT TOTAL		406,900.00
76702	BARNETT IMPLEMENT CO. INC	REPAIR/MAINT-EQUIP & BLDG	CEM	80.89
		REPAIR/MAINT-EQUIP & BLDG	CEM	91.30
		REPAIR/MAINT-EQUIP & BLDG	CEM	15.58
		REPAIR/MAINTENANCE-EQUIP	ST	214.93
		REPAIR/MAINTENANCE-EQUIP	ST	39.56
		WARRANT TOTAL		442.26
76703	BICKNELL, JUSTIN	EMPLOYEE WELLNESS	ENG	60.00
		WARRANT TOTAL		60.00
76704	BLUMENTHAL UNIFORM & EQUIP	UNIFORM CLEANING	PD	767.85
		WARRANT TOTAL		767.85
76705	BOULDER PARK, INC	SOLIDS HANDLING	SWR	7,804.80
		WARRANT TOTAL		7,804.80
76706	CARDIAC SCIENCE CORP.	OPERATING SUPPLIES	FD	191.79
		WARRANT TOTAL		191.79
76707	CARL'S TOWING INC.	PROFESSIONAL SERVICES	PD	392.05
		WARRANT TOTAL		392.05
76708	CODE 4 PUBLIC SAFETY ED ASSOC	TUITION/REGISTRATION	PD	99.00
		WARRANT TOTAL		99.00
76709	CODE PUBLISHING INC.	CODE BOOK	LGS	125.65
		CODE BOOK	LGS	75.39
		WARRANT TOTAL		201.04
76710	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	9.71
		SUPPLIES	ENG	1.19
		OFF/OPER SUPPS & BOOKS	INSP	31.81
		WARRANT TOTAL		42.71
76711	CUES	MAINTENANCE OF LINES	SWR	401.82
		WARRANT TOTAL		401.82

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 05/08/2013 (Printed 05/03/2013 10:48)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76712	CUSTOM EMBROIDERY	OPERATING SUPPLIES	SWR	35.06
		WARRANT TOTAL		35.06
76713	DEBT RECOVERY SPECIALISTS	UNAPPLIED CASH - SUSPENSE		1,272.39
		WARRANT TOTAL		1,272.39
76714	D.R. SMITH COMPANY, INC.	REPAIRS/MAINT-EQUIP	FD	205.66
		WARRANT TOTAL		205.66
76715	E & E LUMBER	TRAINING FACILITIES	FD	12.19
		OPERATING SUP - RIVERFRONT	PK	7.41
		OPERATING SUP - RIVERFRONT	PK	36.52
		OPERATING SUP - PARKS SHOP	PK	7.10
		OPERATING SUPPLIES	ST	10.32
		STREET TREE MAINTENANCE	ST	233.77
		STREET TREE MAINTENANCE	ST	41.68
		MAINTENANCE OF LINES	SWR	29.97
		OPERATING SUPPLIES	SWR	31.24
		OPERATING SUPPLIES	SWR	13.20
		SMALL TOOLS & MINOR EQUIP	SWR	99.68
		WARRANT TOTAL		523.08
76716	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	276.00
		WARRANT TOTAL		276.00
76717	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	13.60
		SUPPLIES	FIN	4.11
		SUPPLIES	FIN	48.70
		OPERATING SUP - PARKS SHOP	PK	6.45
		WARRANT TOTAL		72.86
76718	FEDERAL CERTIFIED HEARING	PROF SERVICE-MEDICAL EXAMS	FD	20.00
		WARRANT TOTAL		20.00
76719	GENERATOR SERVICES NW	REPAIRS/MAINT-EQUIP	FD	255.00
		MAINTENANCE CONTRACTS	SWR	1,275.00
		REPAIRS/MAINTENANCE	SWTR	127.50
		WARRANT TOTAL		1,657.50
76720	GARDNER, GLENN	REPAIR & MAINT - AUTO	PD	984.62
		WARRANT TOTAL		984.62
76721	GRAINGER PARTS	OPERATING SUPPLIES	SWR	101.04
		WARRANT TOTAL		101.04
76722	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	170.34
		WARRANT TOTAL		170.34
76723	GUARDIAN SECURITY	FIRE/THEFT PROTECTION	FD	220.00
		REPAIRS/MT-COMMUNITY CTR	PK	220.00
		REPAIR/MT-SENIOR CENTER	PK	220.00
		REPAIR/MAINT-LIBRARY	PK	220.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR/MAINT-CITY HALL	PK	990.00
		WARRANT TOTAL		1,870.00
76724	H.B. JAEGER CO. LLC	MAINT OF GENERAL EQUIP	SWR	74.71
		WARRANT TOTAL		74.71
76725	H & W EMERG VEHICLE SERV	FIRE VEHICLES	PD	15,204.00
		WARRANT TOTAL		15,204.00
76726	INGRAM LIBRARY SERVICES	BOOKS & MATERIALS	LIB	40.18
		BOOKS & MATERIALS	LIB	563.13
		WARRANT TOTAL		603.31
76727	INT'L INST. OF MUNICIPAL CLERKS	MISC-DUES/SUBSCRIPTIONS	FIN	35.00
		WARRANT TOTAL		35.00
76728	LAUTS INC.	SOLID WASTE DISPOSAL	SAN	359.52
		SOLID WASTE DISPOSAL	SAN	77.00
		WARRANT TOTAL		436.52
76729	LIBERTY MUTUAL	MISC-DUES/SUBSCRIPTIONS	FIN	50.00
		DUES/MEMBERSHIPS	ENG	50.00
		WARRANT TOTAL		100.00
76730	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	654.43
		REPAIR/MAINT-STREETS	ST	2,301.11
		WARRANT TOTAL		2,955.54
76731	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	2,027.03
		WARRANT TOTAL		2,027.03
76732	MT. HOOD SOLUTIONS	OPERATING SUPPLIES	FD	172.85
		WARRANT TOTAL		172.85
76733	NORTH CASCADE FORD	REPAIRS/MAINT-EQUIP	FD	5,361.30
		WARRANT TOTAL		5,361.30
76734	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	ST	162.43
		WARRANT TOTAL		162.43
76735	PACIFIC POWER BATTERIES	MAINT OF PUMPING EQUIP	SWR	448.42
		WARRANT TOTAL		448.42
76736	PAT RIMMER TIRE CTR, INC	REPAIR/MAINTENANCE EQUIP	PK	86.64
		WARRANT TOTAL		86.64
76737	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	36.59
		WARRANT TOTAL		36.59
76738	PITTMAN, HAROLD	RETIRED MEDICAL	PD	32.00
		WARRANT TOTAL		32.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76739	PROTECH AUTOMOTIVE	REPAIR/MAINTENANCE-EQUIP	ST	331.23
		WARRANT TOTAL		331.23
76740	PROQUEST	WA LIBRARY SYSTEM	LIB	898.06
		WARRANT TOTAL		898.06
76741	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	23.71
		PUBLIC UTILITIES	FD	107.27
		UTILITIES-RIVERFRONT	PK	462.02
		UTILITIES-COMMUNITY CTR	PK	164.86
		UTILITIES-SENIOR CENTER	PK	513.11
		UTILITIES-TRAIN	PK	32.52
		UTILITIES-HAMMER SQUARE	PK	214.17
		UTILITIES-BINGHAM/MEMORIAL	PK	58.58
		UTILITIES - SHOP	PK	46.89
		UTILITIES - SHOP	PK	17.57
		UTILITIES - OTHER	PK	10.28
		PUBLIC UTILITIES-CITY HALL	PK	2,223.74
		PUBLIC UTILITIES	CEM	64.39
		PUBLIC UTILITIES	ST	7.53
		PUBLIC UTILITIES	ST	81.30
		PUBLIC UTILITIES	ST	200.69
		PUBLIC UTILITIES	ST	326.93
		PUBLIC UTILITIES	LIB	250.87
		ADVERTISING	HOT	40.41
		PUBLIC UTILITIES	SWR	10,908.89
		PUBLIC UTILITIES	SAN	161.40
		PUBLIC UTILITIES	SWTR	128.53
		WARRANT TOTAL		16,045.66
76742	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINT - AUTO	PD	40.23
		REPAIR & MAINT - AUTO	PD	40.23
		WARRANT TOTAL		80.46
76743	RICOH USA, INC.	REPAIRS & MAINTENANCE	PD	75.81
		EQUIPMENT LEASE	FD	75.81
		WARRANT TOTAL		151.62
76744	ROMANTIC HOMES	BOOKS & MATERIALS	LIB	42.95
		WARRANT TOTAL		42.95
76745	SAUNDERSON MARKETING GROUP	COMMUNICATION	EXE	2,000.00
		WARRANT TOTAL		2,000.00
76746	SCADA & CONTROLS ENGINEERING INC	PROFESSIONAL SERVICES	SWR	1,215.00
		PUMP STATION UPGRADE	SWTR	3,052.14
		WARRANT TOTAL		4,267.14
76747	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	239.59
		OPERATING SUPPLIES	SWR	193.68
		OPERATING SUPPLIES	SWE	92.20
		WARRANT TOTAL		341.07

CITY OF SEDRO-WOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76748	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	95.00
		WARRANT TOTAL		95.00
76749	SEDRO-WOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	52.48
		REPAIR/MAINTENANCE EQUIP	PK	102.84
		REPAIR/MAINTENANCE-EQUIP	ST	10.44
		REPAIR/MAINTENANCE-EQUIP	ST	157.99
		OPERATING SUPPLIES	SWR	68.23
		OPERATING SUPPLIES	SWR	9.16
		OPERATING SUPPLIES	SWR	15.63
		OPERATING SUPPLIES	SWR	14.12
		WARRANT TOTAL		430.89
76750	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	10,092.50
		WARRANT TOTAL		10,092.50
76751	SKAGIT CO. COMMUNITY SERVICES	SKAGIT SENIOR SERVICES	SEN	5,110.25
		WARRANT TOTAL		5,110.25
76752	SKAGIT COUNTY SHERIFF	PRISONERS	PD	3,357.00
		WARRANT TOTAL		3,357.00
76753	SKAGIT COUNTY SHERIFF OFF	PRISONERS	PD	329.98
		WARRANT TOTAL		329.98
76754	SKAGIT FARMERS SUPPLY	OPERATING SUP - RIVERFRONT	PK	113.65
		REPAIRS/MT-COMMUNITY CTR	PK	12.99
		OPERATING SUPPLIES	ST	135.68
		REPAIR/MAINTENANCE-EQUIP	ST	10.82
		KENNEL IMPROVEMENTS	DOG	12.97
		KENNEL IMPROVEMENTS	DOG	37.89
		OPERATING SUPPLIES	SWR	108.29
		OPERATING SUPPLIES	SAN	136.36
		OPERATING SUPPLIES	SAN	68.22
		WARRANT TOTAL		636.87
76755	SKAGIT RADIOLOGY INC.	PRISONERS	PD	171.50
		WARRANT TOTAL		171.50
76756	SK. VALLEY BARK & TOPSOIL, INC.	OPERATING SUP - RIVERFRONT	PK	27.08
		REPAIR/MT-HARRY OSBORNE	PK	54.15
		REPAIR/MAINT-CITY HALL	PK	146.07
		WARRANT TOTAL		227.30
76757	SKAGIT PUBLISHING	LEGAL PUBLICATIONS	LGS	100.00
		WARRANT TOTAL		100.00
76758	SMS	STREET TREE MAINTENANCE	ST	612.15
		WARRANT TOTAL		612.15
76759	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	175.13
		WARRANT TOTAL		175.13

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76760	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	132.33
		OFFICE SUPPLIES	SWR	335.11
		WARRANT TOTAL		467.44
76761	THOMPSON'S GREENHOUSE	CONST-SR20 WIDENING	ART	103.87
		WARRANT TOTAL		103.87
76762	TRAIL ROAD SHELL	TRAINING FACILITIES	FD	9.15
		WARRANT TOTAL		9.15
76763	TRUE VALUE	OFFICE/OPERATING SUPPLIES	CWP	11.90
		OFFICE/OPERATING SUPPLIES	CWP	21.65
		OFFICE/OPERATING SUPPLIES	CWP	14.14
		OPERATING SUPPLIES	FD	5.95
		OPERATING SUPPLIES	FD	9.73
		OPERATING SUP - SENIOR CTR	PK	140.68
		OPERATING SUP - CITY HALL	PK	57.07
		OPERATING SUP - BINGHAM PARK		16.23
		OPERATING SUP - BINGHAM PARK		19.47
		OPERATING SUPPLIES	SWR	15.69
		OPERATING SUPPLIES	SWR	7.57
		OPERATING SUPPLIES	SWR	9.36
		OPERATING SUPPLIES	SWR	16.23
		OPERATING SUPPLIES	SWR	2.48
		WARRANT TOTAL		348.15
76764	TUCKER, WILLIAM L.	TRAVEL	PD	102.00
		WARRANT TOTAL		102.00
76765	UPS	POSTAGE	PD	21.18
		POSTAGE	PD	13.52
		POSTAGE	FD	17.17
		OPERATING SUPPLIES	SWR	30.26
		OPERATING SUPPLIES	SWR	20.76
		WARRANT TOTAL		102.89
76766	USA BLUE BOOK	MAINTENANCE OF LINES	SWR	44.59
		OFFICE SUPPLIES	SWR	100.65
		WARRANT TOTAL		145.24
76767	VALLEY AUTO SUPPLY	OFFICE/OPERATING SUPPLIES	CWP	64.38
		OFFICE/OPERATING SUPPLIES	CWP	7.56
		OFFICE/OPERATING SUPPLIES	CWP	16.22
		REPAIR & MAINT - AUTO	PD	16.99
		MAINTENANCE OF VEHICLES	SWR	16.88
		MAINT OF GENERAL EQUIP	SWR	8.17
		MAINT OF GENERAL EQUIP	SWR	1,071.54
		MAINT OF GENERAL EQUIP	SWR	231.76
		MAINT OF GENERAL EQUIP	SWR	116.96
		OPERATING SUPPLIES	SWR	5.08
		OPERATING SUPPLIES	SWR	4.15
		OPERATING SUPPLIES	SAN	23.80

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		SMALL TOOLS & MINOR EQUIP SAN	5.16
		SMALL TOOLS & MINOR EQUIP SAN	73.63-
		WARRANT TOTAL	688.82
76768	VERIZON WIRELESS	TELEPHONE EXE	55.37
		TELEPHONE FIN	55.37
		TELEPHONE LGL	55.66
		POSTAGE IT	55.37
		CELL PHONES ENG	166.11
		TELEPHONE PD	206.41
		TELEPHONE PD	440.11
		TELEPHONE PD	417.80
		TELEPHONE FD	400.28
		TELEPHONE FD	70.80
		TELEPHONE PK	120.52
		TELEPHONE CEM	39.00
		TELEPHONE ST	85.65
		NEXTEL CELL PHONES SWR	225.56
		NEXTEL CELL PHONES SAN	141.15
		WARRANT TOTAL	2,535.16
76769	WALLEY, SHANE	EMPLOYEE WELLNESS PK	120.00
		WARRANT TOTAL	120.00
76770	WA ASSOC OF BUILDING OFF	MISC-DUES INSP	50.00
		WARRANT TOTAL	50.00
76771	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT SWR	520.00
		WARRANT TOTAL	520.00
76772	WA ST DEPT OF LICENSING	MISC-DUES/SUBSCRIPTIONS FIN	30.00
		DUES/MEMBERSHIPS ENG	30.00
		WARRANT TOTAL	60.00
76773	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	255.00
		INTERGOV' SVC-GUN PERMITS PD	111.00
		WARRANT TOTAL	366.00
76774	WA ST DEPT OF TRANS	ENG SR20 COOK RD REALIGN ART	647.34
		WARRANT TOTAL	647.34
76775	WOOD'S LOGGING SUPPLY INC	MAINTENANCE OF LINES SWR	48.70
		OPERATING SUPPLIES SWR	11.15
		REPAIRS/MAINTENANCE SWTR	192.70
		WARRANT TOTAL	252.55
76776	ALBERTSON, CHARLES	GENERAL BUSINESS LICENSES	35.00
		WARRANT TOTAL	35.00
76777	LONG, AMIE	SPACE/FACILITY RENT-RIVERFRONT	62.50
		WARRANT TOTAL	62.50

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76778	WELLS, IAN	PROFESSIONAL SERVICES	PD	423.06
		WARRANT TOTAL		423.06
		RUN TOTAL		514,311.38

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	53,848.52
101	PARK FUND	7,051.50
102	CEMETERY FUND	291.16
103	STREET FUND	6,838.65
104	ARTERIAL STREET FUND	751.21
105	LIBRARY FUND	2,004.85
108	STADIUM FUND	40.41
111	DOG FUND	50.86
230	1996 G/O BOND REDEMPTION FUND	16,600.00
401	SEWER FUND	27,578.31
407	1998 SEWER REVENUE BOND FUND	390,300.00
412	SOLID WASTE FUND	3,486.77
425	STORMWATER	3,812.47
501	EQUIPMENT REPLACEMENT FUND	384.28
621	SUSPENSE FUND	1,272.39
TOTAL		514,311.38

CITY OF SEDRO-WOLLEY  
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DEPARTMENT	AMOUNT
001 000 000	35.00
001 000 011	301.04
001 000 012	14.28
001 000 013	2,056.05
001 000 014	247.90
001 000 015	65.48
001 000 017	56.05
001 000 019	4.10
001 000 020	337.31
001 000 021	10,237.78
001 000 022	33,273.76
001 000 024	2,109.52
001 000 069	5,110.25
FUND CURRENT EXPENSE FUND	53,848.52
101 000 000	62.50
101 000 076	6,989.00
FUND PARK FUND	7,051.50
102 000 036	291.16
FUND CEMETERY FUND	291.16
103 000 042	6,838.65
FUND STREET FUND	6,838.65
104 000 042	751.21
FUND ARTERIAL STREET FUND	751.21
105 000 072	2,004.85
FUND LIBRARY FUND	2,004.85
108 000 019	40.41
FUND STADIUM FUND	40.41
111 000 021	50.86
FUND DOG FUND	50.86
230 000 082	16,600.00
FUND 1996 G/O BOND REDEMPTION FUND	16,600.00
401 000 035	27,578.31
FUND SEWER FUND	27,578.31
407 000 082	390,300.00
FUND 1998 SEWER REVENUE BOND FUND	390,300.00
412 000 037	3,486.77
FUND SOLID WASTE FUND	3,486.77
425 000 031	3,812.47
FUND STORMWATER	3,812.47

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VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	501 000 048		384.28			
	FUND EQUIPMENT REPLACEMENT FUND		384.28			
	621 000 000		1,272.39			
	FUND SUSPENSE FUND		1,272.39			
	TOTAL		514,311.38			

MAY 08 2013

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

FUNDING AGREEMENT

BETWEEN

SKAGIT COUNTY AND CITY OF SEDRO-WOOLLEY

Skagit County, through the Department of Administrative Services (hereinafter referred to as County) and City of Sedro-Woolley (hereinafter referred to as Recipient), for and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370. Future economic development projects require input from the County's Cities and Towns and it is imperative that they remain members of the Economic Development Association of Skagit County. Given the current economic downturn and the constraint it has placed on municipal budgets, it is recognized that this stop-gap funding mechanism will allow Cities and Towns to continue to participate as members.
2. Scope of Work: Recipient will use the funds distributed under this contract pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds as reimbursement for payments made to the Skagit County Economic Development Association for the calendar year 2013.
3. Payment: County will compensate Recipient a maximum of \$2,000, chargeable to GL expenditure code # 342 585024110. Recipient shall submit a statement of work describing the use of funds distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its application of funds, the Recipient agrees to return such funds to the County upon demand.

5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

6. 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 in writing.

6.1 The County's representative shall be the Budget and Finance Director:  
Trisha Logue  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273

6.2 Recipient's representative shall be the Finance Director:  
Patsy Nelson  
325 Metcalf Street  
Sedro-Woolley, WA 98284

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

7. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall

attach to the County by reason of entering into this contract, except as expressly provided herein.

8. This Contract shall commence on January 1, 2013 and continue until either party terminates by giving 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, or until the County has distributed all funds which it has allocated to the Recipient pursuant to Resolution #R20130030, but in no event shall the contract continue for more than one year from January 1, 2013.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in

accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

16. 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.

17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to

expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves to right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2013.

City of Sedro-Woolley

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

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

\_\_\_\_\_  
Sharon D. Dillon, Chair

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Ron Wesen, Commissioner

\_\_\_\_\_  
Title

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

Mailing Address:  
\_\_\_\_\_  
325 Metcalf Street  
\_\_\_\_\_  
Sedro-Woolley, WA 98284  
\_\_\_\_\_

For contracts under \$5000

\_\_\_\_\_  
County Administrator  
(Authorization per Resolution #R20030146)

Telephone No. (360) 855-1661  
Fed. Tax ID # \_\_\_\_\_  
Contractor Lic. #. \_\_\_\_\_

Recommended:

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

\_\_\_\_\_  
Budget and Finance Director

Approved as to Indemnification:

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

Attest:

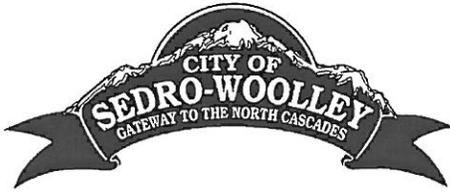
Approved as to Form:

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

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

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 08 2013



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

**CITY OF SEDRO-WOOLLEY**

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

Eron M. Berg  
City Supervisor/Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Amendment to Lease Agreement with Sterling Hill Potatoes  
DATE: May 8, 2013

ISSUE: Should the Council approve the attached amended to the farmland lease with Sterling Hill Potatoes?

BACKGROUND: We have been working with Norm Nelson on the farmland leases for the two sites owned by the city. For the River Road site, he is able to farm about 2 acres fewer than he understood in the RFP process due to the city's use for Loggerodeo. This amendment reduces the acreage farmed by two and the annual dollar amount by \$456.00. Also, the leasehold excise tax was an unforeseen cost by Mr. Nelson in the RFP process and he has asked that it be included in the per acreage amount of his proposal. This amendment reflects that request.

RECOMMENDATION: Motion to approve the attached amendment agreement with Sterling Hill Potatoes.

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM is made this \_\_\_ day of May, 2013, between Sterling Hill Potatoes, Inc., (Lessor) and the City of Sedro-Woolley, a Washington Municipal Corporation (Lessee), and adds the following provisions to that certain Lease Agreement dated \_\_\_\_\_ 2013 by and between the same parties.

1. Paragraph IV is revised and amended to read as follows:

IV. LEASE PAYMENT SCHEDULE

The LESSEE shall pay \$6,450.50 per annum (\$4,788.00 for the River Road site [21 acres x \$228.00 per acre] and \$1,662.50 for the Rhodes Road site [9.5 acres x \$175.00 per acre]) in rent to LESSOR for the use and occupation of the premises described in section I. Payments shall be made as follows: 50% of the rent by April 30<sup>th</sup> of each year and 50% of the rent by October 31<sup>st</sup> of each year. Make checks payable to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284.

LESSEE shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the commencement date hereof), until paid, on Rent or other sums owing under the terms of this Lease commencing the date such Rent or other sum is due and payable. In the event LESSOR pays any sum or incurs any expense which LESSEE is obligated to satisfy or pay under this Lease, or which is made on behalf of LESSEE, LESSOR shall be entitled to receive reimbursement thereof from LESSEE upon demand, together with interest thereon from the date of expenditure at the rate stated above.

The rent amounts indicated herein include all necessary leasehold taxes as required by law.

2. This amendment shall relate back to the April 2013 payment.
3. All other terms and conditions of the Lease Agreement shall remain unchanged.

LESSOR:

Sterling Hill Potatoes, Inc.  
A Washington Corporation

By: \_\_\_\_\_

LESSEE:

City of Sedro-Woolley  
A Washington Municipal Corp.

By: \_\_\_\_\_  
MAYOR

MAY 08 2013

**Resolution No. 880-13**

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

**A RESOLUTION INCREASING THE AMOUNT OF THE CASH  
CHANGE DRAWERS IN THE FINANCE DEPARTMENT**

**WHEREAS**, it is necessary for efficient operation of the Finance Department that the amount of the cash change drawers be increased; and

**WHEREAS**, the Finance Department currently has three cash change drawers as previously established by Council Resolution totaling \$500; and

**WHEREAS**, the increase in utility rates and other City fees have altered the amount of cash needed to correctly make change; and

**WHEREAS**, City staff has recommended that the amount of the cash change drawers in the Finance Department be increased to \$750; and

**WHEREAS**, City staff has recommended that the amount and location of petty cash funds and change drawers be memorialized into one resolution;

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

The City of Sedro-Woolley hereby establishes the following petty cash funds and cash change drawers:

Library Petty Cash Fund	\$100.00
Library Cash Drawer	50.00
Municipal Court Cash Drawer	50.00
Finance Petty Cash Fund	125.00
Finance Cash Drawers	750.00
Yard Waste Cash Drawer	40.00

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 22nd day of May, 2013

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Mike Anderson, Mayor

Attest:

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Patsy Nelson, Finance Director

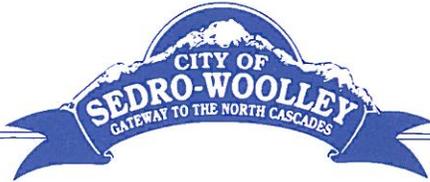
Approved as to form:

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Eron Berg, City Attorney

MAY 08 2013

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

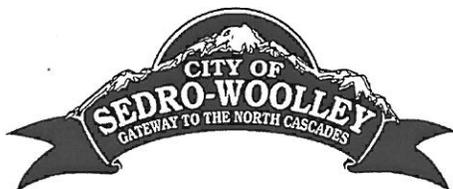


SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 08 2013



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/Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Skagit County Jail project  
DATE: May 8, 2013

**ISSUE:** Should the Council approve the attached Provisional Agreement regarding the financing and construction of a new countywide jail facility?

**BACKGROUND:** This item comes to you for recommended action tonight after a first reading on April 24<sup>th</sup>. This is probably the eighth time the jail project has been on your agenda in the last six months.

The attached provisional agreement is the same version that was presented in detail at the last Council meeting. Also attached is a letter from Skagit County intended to provide additional details about the agreement and a copy of their resolution putting the 3/10ths of 1% sales tax on the countywide ballot for August.

Key elements of the provisional agreement are:

1. A final definitive agreement (interlocal between the five parties, "ILA") is yet to be negotiated, but the process for drafting that agreement has already begun;
2. Burlington and Mount Vernon agree to "pull" their 1/10<sup>th</sup> of 1% sales tax measure;
3. Skagit County agrees to place a 3/10ths measure on the ballot;
4. If approved by the voters and if an ILA is negotiated, then Sedro-Woolley will pay Skagit County 85% of 1/10<sup>th</sup> of 1% sales tax which will increase annually by 50% of the countywide growth rate;
5. Skagit County will pay Burlington \$220,000 and Anacortes \$103,000 per year with annual increases at the countywide growth rate;
6. None of the four cities will pay a jail bed rate;
7. Bed rates, booking fees and the use of the sales tax money would be determined by a new finance committee;
8. The ILA will run for a term that is concurrent with the debt, 25-30 years;

9. In the event the voters do not approve the sales tax, they will be asked again to approve it in November;
10. If it fails twice, we are all back to the drawing boards and the other three cities are free to pursue a 1/10<sup>th</sup> sales tax measure;
11. If the voters approve the sales tax, but the cities and county fail to reach final agreement on an ILA, then Sedro-Woolley would pay the county nothing from its 1/10<sup>th</sup> and would additionally receive 40% of the 2/10ths countywide, per capita, as allocated by state law (same is true for the other cities, except Burlington and Anacortes who would each receive that plus the base payments mentioned above);
12. In the event of a failure to complete the ILA, the jail project would be dead in the water and the county would be able to terminate cities access for misdemeanants.

This agreement is not perfect, but it is good enough given our limited timing to move this project forward. My recommendation is that you approve the provisional agreement so the 3/10ths can proceed to the August election while the bureaucrats and lawyers roll up their sleeves and draft an ILA that will work for all parties.

**RECOMMENDATION:** Motion to approve the attached Provisional Agreement between Skagit County and the four cities regarding the financing and construction of a new countywide jail facility.



## SKAGIT COUNTY ADMINISTRATIVE SERVICES

TIM HOLLORAN, County Administrator

April 30, 2013

Mayors and Council Members:

**We've received a number of questions regarding the Provisional Agreement recently presented to City Councils. The purpose of this document is to address your questions and provide more information about the jail project going forward.**

**Q: When will the Cities stop paying daily bed rates and booking fees?**

**A:** Currently, the jail's operations are funded by daily bed rates and booking fees charged to those who use the jail. The Cities have agreed to support a countywide sales tax measure to fund the new jail, and, in consideration, the county has agreed to eliminate some daily charges for our city partners. We will be able to stop charging bed rates once we have a definite revenue stream in place that allows us to phase out these daily charges as a significant source of revenue to support jail operations. If we stop charging bed rates before then, it could jeopardize the financial integrity of the jail.

Accordingly, the plan is to stop charging bed rates after (1) successful passage of the ballot measure; (2) execution of an Interlocal Agreement with all four Cities; (3) collection and receipt of the new sales tax revenues and (4) assurance that funding shortfalls can be covered by the Revenue Stabilization Account.

Booking fees will continue to be charged to all users of the jail facility. Booking fees will be reviewed and established by the Finance Committee.

**Q: What happens if the ballot measure doesn't pass?**

**A:** Our community needs us to get this done, so we've put together an agreement that maximizes opportunities for success going forward. If the ballot measure fails in August 2013, the Provisional Agreement authorizes the County to put the measure on the next ballot, in November 2013.

If the second ballot measure fails, the Cities will have ten days' notice before the next ballot measure is filed. This will allow each City to assess whether they want to continue participating in the jail effort. The intent is to continue working together to address our community's jail crisis until we have a solution, with a reasonable opportunity for Cities to opt out if things don't go as expected.

**Q: What happens to the sales tax money if the ballot measure passes but we haven't entered an Interlocal Agreement?**

**A:** Going forward, the intent is to negotiate a definitive Interlocal Agreement addressing the Cities' use of, and financial participation in, the new County Jail. In the unlikely event we can't work together to iron out the details within 90 days, from the County's perspective, we will continue working on the Interlocal Agreement and won't terminate Cities' access to the jail provided that the Cities continue to negotiate in good faith.

It will take until next year (2014) to start actually receiving sales tax revenue, so there will be some “float” time to conclude the definitive Interlocal Agreement even if it’s not fully executed by the August ballot measure as intended.

That said, if we don’t reach agreement within 90 days, the Cities have the option to withdraw from negotiations and receive distribution of the sales tax collected as noted below.

Because each City is in a different position due to prior tax measures, proportional population and other factors, the Cities will have varying distributions in a “default” scenario, as follows:

Anacortes and Burlington will receive \$103,000 and \$220,000 respectively, adjusted up or down based on increased or decreased sales tax revenue from a first-year baseline.

From the remaining revenue generated from a county-wide 3/10<sup>th</sup>’s measure, each City will receive a portion of 40% of the revenue based on their relative percentage of population as defined in statute.

The County and all Cities must agree to share revenues as outlined in the Provisional Agreement or there will be insufficient funding to build the community-wide jail.

**Q: How exactly is the sales tax money going to be spent?**

**A:** We will pay for the new jail’s construction by selling approximately \$60 million in municipal bonds with a planned 25-30 year maturity. The bond debt will be serviced by sales tax revenue derived from the 0.3% Sales Tax Measure, scheduled for the August 2013 election. This funding level will support construction of a 400 bed jail facility, which will in turn support jail requirements for all Cities and the County.

Financing and building a new jail is an extremely complex undertaking, and we’ve laid out a plan that tackles this challenge in manageable steps, while retaining flexibility along the way to react to contingencies as budget and permitting information is developed and refined.

- **Phase I – Provisional Agreement.** The first phase, represented by the Provisional Agreement, establishes the partnership and defines the revenue source for the jail project as well as sharing revenues for local police and fire protection purposes. In order to develop a budget and plan the new jail facility, we need to know whether all Cities will be participating in the new jail. That in turn drives the revenue stream, since each City adds unique demands on the jail and financing capability.
- **Phase II – Interlocal Agreement and Ballot Measure.** The second phase is represented by the Interlocal Agreement and the August 2013 ballot measure. Over the next three months, City and County staff are planning a series of meetings to work out the details of the Cities’ long-range use of, and financial participation in, the County Jail, in the form of a definitive Interlocal Agreement. These planning meetings will integrate finance, legal and operational viewpoints, and will be focused on integrating City input into the jail’s operations and financial planning. The Interlocal Agreement will establish, among other things, a Finance Committee comprised of City and County representatives.

Concurrently, Project Manager Marc Estvold will continue to decisively plan siting and facility alternatives, keeping Mayors, City Councils and the Board of Commissioners informed with regular updates on project design, essential public facility permitting issues, and project budget matters.

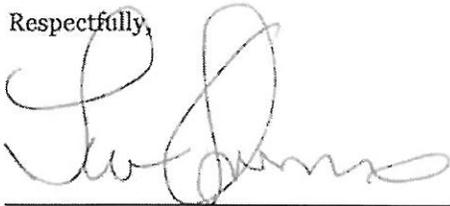
- **Phase III – Issue Bonds, Begin Construction.** After the Interlocal Agreement is finalized and the ballot measure passes, there will be a delay of several months before actual collection of the sales tax starts. During this time period, we will establish the Finance Committee charged with: planning for the stabilization of variations in annual sales tax revenue through the Revenue Stabilization Account; establishing a formula for equitable distribution of costs and savings associated with the Jail Facility’s construction and operation; reviewing booking costs and establishing booking fee rates; reviewing operating costs and establishing resultant bed rates for non-party users of the jail facility, including the appropriate level of capital charge.

Skagit County will work collaboratively while defining the jail project location, design and project budget; and issue bonds to finance jail construction.

- **Phase IV – Operations.** After the new jail is operational, the Cities and the County will continue our partnership through the Finance Committee, which is intended to jointly plan for a stable financial picture, affording Cities access to the jail without daily bed rates.
- **Phase V – Bond Sunset / Next Iteration.** Within five years of the payoff of the bonds or when the new facility is at 85% capacity, the Finance Committee will begin planning for jail requirements, and use of future sales tax revenues. The intent is to require community planning well before the next crisis arises.

We sincerely hope this information addresses your concerns and answers your questions and assure you that any additional issues that may arise will be responded to in the Interlocal Agreement.

Respectfully,

A handwritten signature in black ink, appearing to read 'Tim Holloran', written over a horizontal line.

Tim Holloran  
Skagit County Administrator

RESOLUTION NO. \_\_\_\_\_

RESOLUTION CALLING FOR THE PLACEMENT  
OF THE QUESTION OF AN ADDITIONAL SALES AND USE TAX  
ON THE AUGUST 6, 2013 PRIMARY ELECTION TO BE USED FOR  
JAIL FACILITIES AND POLICE AND FIRE PROTECTION PURPOSES

WHEREAS ensuring the protection and safety of the residents of Skagit County is an essential priority; and

WHEREAS the County's current jail population has significantly increased since the construction of the County's current jail facilities; and

WHEREAS the current jail facilities cannot meet the demand of the combined volume of City and County inmates; and

WHEREAS additional funding is necessary to construct, maintain and operate a new jail facility to safely and efficiently accommodate County and City inmate population levels; and

WHEREAS additional funding is needed to support police and fire protection services; and

WHEREAS RCW 82.14.450 authorizes Counties to submit the question of imposing an additional three-tenths of one percent sales tax to support criminal justice purposes (as defined by RCW 82.14.340), police and fire protection services, or a combination thereof, upon the consent of the majority of persons voting; and

WHEREAS the Skagit County Board of County Commissioners desires to submit a proposition to County voters authorizing an additional sales and use tax at a rate of .3 percent in accordance with RCW 82.14.450 to be used exclusively to construct, maintain and operate a new jail facility to house County and City inmates and to additionally support necessary police and fire protection.

NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED by the Board of Skagit County Commissioners that a proposition shall be placed upon the August 6, 2013 Primary Election which shall read substantially as follows, except the Prosecuting Attorney is authorized to make minor adjustments to the wording of the proposition as deemed necessary:

**Skagit County Proposition No.1**

**Sales and Use Tax for Jail Facilities and Police and Fire Protection**

The Skagit County Board of County Commissioners has adopted Resolution No. R20130102 concerning a sales and use tax pursuant to RCW 82.14.450. If approved, this proposition would authorize an additional sales and use tax at a rate of .3 percent to be used for the construction, maintenance and operation of jail facilities and police and fire protection. Should this proposition be:

Approved \_\_\_\_\_

Rejected \_\_\_\_\_

WITNESS OUR HANDS AND THE OFFICAL SEAL OF OUR OFFICE this 29  
day of April, 2013.



BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon  
Sharon D. Dillon, Chair

Ron Wesen  
Ron Wesen, Commissioner

Kenneth A. Dahlstedt  
Kenneth A. Dahlstedt, Commissioner

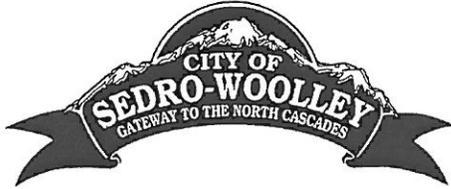
Approved: [Signature]  
Tim Holloran, County Administrator

Attest:  
[Signature]  
Linda Haneman  
Clerk of the Board

Approved as to form:  
[Signature] (4/24/2013)  
Deputy Prosecuting Attorney

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 08 2013



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Sewer General Facilities Charges  
DATE: May 8, 2013

ISSUE: Should the Council adopt the attached ordinance which decreases sewer general facilities charges?

BACKGROUND: This item is a follow up to the work of the Council's Business Development Committee and was reviewed in concept at last week's Worksession.

The attached ordinance amends the code and reduces sewer general facility charges for both residential and commercial customers. Residential customers would see the basic GFC reduce from \$8,926 to \$6,995. Commercial customers would see their basic GFC reduce from \$498 per fixture unit to \$292 per fixture unit.

These reductions are made possible by using the actual costs from the sewer critical interceptor projects in the model that was built to determine the GFC's. Also, the commercial fixture unit rates were additionally adjusted to better reflect the actual equivalent residential unit (ERU).

The staff recommendation is that the attached ordinance be adopted with an understanding that general facility charges will be reviewed annually.

RECOMMENDATION: Motion to adopt Ordinance \_\_\_\_-13, an ordinance amending SWMC 13.16 to revise the amount charged for connections to the City's sanitary sewer system.

**AN ORDINANCE AMENDING THE FEES AND CHARGES FOR CONNECTION TO THE CITY OF SEDRO-WOOLLEY SANITARY SEWER SYSTEM AND AMENDING PORTIONS OF SEDRO-WOOLLEY MUNICIPAL CODE CHAPTER 13.16**

WHEREAS, the City Council of the City of Sedro-Woolley is updating its Sanitary Sewer Capital Facilities Plan, and

WHEREAS, significant progress has been made on the City's critical interceptor projects, and

WHEREAS, the cost of those projects was lower than estimated which resulted in less debt than anticipated, and

WHEREAS, the intended method of financing was through PWTF monies to the extent possible, to achieve a lower cost of funds, and

WHEREAS, the City has hired consultants who have made recommendations concerning the allocation of the cost of construction between connection fees and charges and monthly user fees, and

WHEREAS, the City Council finds that adoption of the connection fees set forth in this ordinance fairly allocates the cost of capital projects between new connections and rates, and

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

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

**Section 1:** SWMC Section 13.16.035 is hereby amended to read as follows:

*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~~ six thousand nine hundred ninety five dollars per equivalent residential unit (ERU), to be determined as set forth in this section.

Exception: For complete building permit applications, 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.

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~~ two hundred ninety two 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~~ two hundred ninety two 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, or fixture units or, if residential, ERUs, 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  
Equivalent Fixture Units

Kinds of Fixture	Units
Bathtubs	2
Bidets	2
Clothes washers, private	2
Clothes washers, commercial	6
Dental units or cuspidors	1
Drinking fountains	1
Floor drains	2
Interceptors for grease, oil, solids, etc.	3
Interceptors for sand, auto wash, etc.	6
Laundry tubs	2
Receptors (floor sinks), indirect waste receptors for refrigerators, coffee urns, water stations, etc.	1
Receptors, indirect waste receptors for commercial sinks, dishwashers, air-washers, etc.	3
Showers, single stalls	2
Showers, gang (per head)	1
Sinks, and/or dishwashers (residential) (2" min. waste)	2
Sinks, bar, commercial	2
Sinks, bar, private	1

Sinks, commercial or industrial, schools, etc., including dishwashers, wash up sinks and wash fountains	3
Sinks, flushing rim, clinic	6
Sinks, service	3
Sinks, service (3" trap)	6
Urinals, pedestal, trap arm only	6
Urinals, stall, separate trap	2
Urinals, wall-mounted, blowout, integral trap 2" trap arm only	3
Urinals, wall-mounted, blowout, integral trap 3" trap arm only	6
Urinals, wall-mounted, washdown or siphon jet, integral trap, trap arm only	2
Urinals, wall-mounted, washdown, separate trap (2" min. waste)	2
Wash basins, in sets	2
Wash basins (lavatories) single	1
Water closet, private installation	4
Water closet, public installation	6

**Section 2.** This ordinance shall be recorded at the Skagit County Auditor's office to provide notice to property owners regarding the sewer general facilities charge.

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

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

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_\_ day of May, 2013, and signed in authentication of its passage this \_\_\_\_\_ day of May, 2013.

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

Attest:

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

Approved as to form:

---

Eron Berg, City Attorney

First Reading by City Council: May 1, 2013

Second Reading by City Council: May 8, 2013

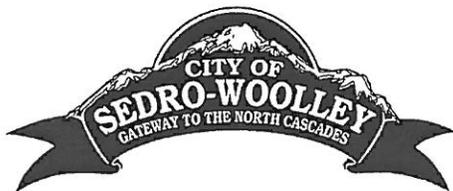
Approval by City Council:

Signed by the Mayor:

Date of Publication:

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 08 2013



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: Transportation Impact Fees  
DATE: May 8, 2013

ISSUE: Should the Council adopt the attached ordinance which decreases transportation impact fees?

BACKGROUND: This item is a follow up to the work of the Council's Business Development Committee and was reviewed in concept at last week's Worksession.

The attached ordinance amends Attachment A of Ordinance 1555-06 to update the transportation impact fee (TIF) project list and reduce transportation impact fees for each of the city's 15 zones. The average reduction results in a new fee of \$1,470 compared to \$3,936, with the most inexpensive zone at \$587 per unit. Reductions range from a high of 91% to a low of 41%.

These reductions are made possible by updating the TIF project list to remove completed projects, update anticipated project costs and remove projects from the funding horizon that are unlikely to get built.

The staff recommendation is that the attached ordinance be adopted with an understanding that the transportation impact fees be fully updated and reviewed by 2015.

*NOTE: Attachment A will be late materials but will reflect the dollar amounts on the table attached to this memo.*

RECOMMENDATION: Motion to adopt Ordinance \_\_\_\_-13, an ordinance amending Ordinance 1555-06 to decrease transportation impact fees.

## Sedro-Woolley 2013 Transportation Impact Fee Revision - Preliminary Draft Cost per Net New PM Peak Hour Trip

### Revised Project List and Costs -25 %

- Deleted completed projects from TIF program
- Modified project descriptions
- Updated project cost estimates
- Assumed only local portion at 25% for most projects

### Results:

- TIF share for City development (or TIF Revenue) decreased from \$22.86 million to \$8.282 Million
- Average Citywide (single district) cost per net new PM peak hour trip declined from \$3,897 to \$1,412 (74% reduction)
- Cost per Net New PM Peak Hour Trip by Transportation Service Area (TSA)

TSA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>2005 TIF</b>	\$6,624	\$7,982	\$5,308	\$4,251	\$4,543	\$3,288	\$5,396	\$2,232	\$2,386	\$2,315	\$1,980	\$3,061	\$3,038	\$3,561	\$6,853
<b>2013 Rev.</b>	\$587	\$1,467	\$1,517	\$1,906	\$2,046	\$1,098	\$855	\$745	\$1,081	\$1,026	\$833	\$1,393	\$1,763	\$2,104	\$3,635
<b>Percent Reduction</b>	91%	82%	71%	55%	55%	67%	84%	67%	55%	56%	58%	54%	42%	41%	47%

ORDINANCE NO. \_\_\_\_\_-13

**AN ORDINANCE AMENDING ORDINANCE 1555-06 TO REDUCE THE AMOUNT OF THE  
TRANSPORTATION IMPACT FEES**

WHEREAS, the City Council engaged qualified consultants to establish transportation impact fees in 2006; and

WHEREAS, certain projects were included in the TIF project list with estimated costs; and

WHEREAS, the City Council adopted a methodology that divided the city into fifteen zones with resulting impact fees for each zone; and

WHEREAS, the City Council has engaged qualified consultants to review the TIF project list and update the list based upon actual project costs and revised estimates; and

WHEREAS, this update results in reduced transportation impact fees; and

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

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

**Section 1.** Attachment A to Ordinance 1555-06 is amended as follows:

Attachment A attached and incorporated herein.

**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 May, 2013, and signed in authentication of its passage this \_\_\_\_ day of May, 2013.

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

Attest:

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Patsy Nelson, Finance Director

Approved as to form:

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Eron Berg, City Attorney

First Reading by City Council: May 1, 2013

Second Reading by City Council: May 8, 2013

Approval by City Council:

Signed by the Mayor:

Date of Publication:

# Memorandum

MAY 08 2013

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 8

**To:** Mayor Anderson and City Council  
**From:** Patsy Nelson *Patsy*  
**Date:** 5/1/2013  
**Re:** 2013 Budget Amendment #2

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**Issue:** Should the Council adopt the attached ordinance which amends the 2013 budget?

**Background information:**

	<u>Revenue</u>	<u>Expenditures</u>
<b><u>General Fund</u></b>		
<i>(Purchase of used police cruiser, reimbursement of police enforcement related to SRTS SR9 project and purchase of used ambulance)</i>		
001.000.104.397.00.00.00 Arterial Streets	15,000	
001.000.310.397.00.00.00 Police Mitigation Reserve	13,650	
001.000.312.397.00.00.00 Fire Impact Fees Reserve	24,000	
001.000.021.521.10.13.00 Overtime		15,000
001.000.021.594.21.64.10 Police Vehicles		13,650
001.000.022.594.22.64.00 Fire Vehicles		24,000
<b><u>Parks</u></b>		
<i>(Additional seasonal staff, employee retirement, reallocation of property taxes)</i>		
101.000.000.311.10.00.00 Property Taxes	-18,500	
101.000.076.576.80.11.00 Salaries		-24,900
101.000.076.576.80.12.00 Extra Help		6,400
<b><u>Streets</u></b>		
<i>(Additional seasonal staff, reallocation of property taxes)</i>		
103.000.000.311.10.00.00 Property Taxes	18,500	
103.000.042.542.30.12.00 Extra Help		18,500

**Arterial Streets**

*(Late billings from SR20 widening project, WSDOT engineering & landscaping)*

104.000.042.595.30.63.94 Construction-SR20 Widening		21,150
104.000.900.508.80.00.00 Ending Cash & Investments		-21,150

**Library Fund**

*(Summer reading grant from S-W Soroptomists)*

105.000.000.367.00.00.00 Private Donations	500	
105.000.072.572.20.41.03 Programming Grants		500

**Police Mitigation Reserve**

*(Transfer to General Fund for purchase of used car)*

310.000.001.597.00.00.00 General Fund		13,650
310.000.900.508.10.00.00 Ending Cash & Investments		-13,650

**Fire Impact Fee Reserve**

*(Transfer to General Fund - purchase of used ambulance)*

312.000.001.597.00.00.00 General Fund		24,000
312.000.900.508.10.00.00 Ending Cash & Investments		-24,000

**Equipment Replacement Fund**

*(Purchase of sander box, radios and sale of surplus vehicles)*

501.000.000.373.00.00.00 Sale of Equipment	20,000	
501.000.048.594.18.64.00 Vehicles – Admin		1,615
501.000.048.594.76.64.00 Vehicles – Parks		1,385
501.000.048.594.36.64.00 Vehicles – Cemetery		925
501.000.048.594.42.64.00 Vehicles – Streets		29,385
501.000.048.594.35.64.00 Vehicles – Sewer		4,850
501.000.048.594.31.64.00 Vehicles – Stormwater		465
501.000.900.508.80.00.00 Ending Cash & Investments		-18,625

**Recommendation:** Approve Ordinance #        -13 an Ordinance amending Ordinance No. 1762-12 entitled, “An Ordinance adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2013.”

AN ORDINANCE AMENDING ORDINANCE 1762-12 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2013

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2013 Budget.

NOW, THEREFORE, the City Council of the City of Sedro-Woolley do ordain as follows:

Section 1. The 2013 Budget, adopted by Ordinance 1762-12, and passed by the City Council on December 12, 2012 and is hereby amended as set forth in this Ordinance.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2013 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2013 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	4,962,182
101 PARKS FUND	620,413
102 CEMETERY FUND	150,963
103 STREET FUND	856,323
104 ARTERIAL STREET FUND	2,666,484
105 LIBRARY FUND	439,294
106 CEMETERY ENDOWMENT FUND	118,646
107 PARKS RESERVE FUND	615
108 STADIUM FUND (HOTEL/MOTEL)	49,813
109 SPECIAL INVESTIGATIONS FUND	22,802
111 DOG FUND	1,938
112 CODE ENFORCEMENT FUND	29,027
113 PATHS AND TRAILS FUND	42,101
205 G/O BOND REDEMPTION FUND 2008	265,394
206 G/O BOND 2008 RESERVE FUND	155,850
230 G/O BOND 1996 REDEMPTION FUND	288,715
302 CAPITAL PROJECTS RESERVE FUND	417,618
303 BUILDING MAINTENANCE RESERVE FUND	188,980

310 POLICE MITIGATION RESERVE FUND	22,101
311 PARKS IMPACT FEE RESERVE FUND	35,311
312 FIRE IMPACT FEE RESERVE FUND	25,554
332 PWTF SEWER CONSTRUCTION FUND	00
401 SEWER OPERATIONS FUND	3,711,430
402 SEWER OPERATIONS RESERVE FUND	615,646
407 98 SEWER REV BOND REDEPTION FUND	807,855
410 SEWER FACILITES RESERVE FUND	2,775,696
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,950,668
413 SOLID WASTE RESERVE FUND	175,299
425 STORMWATER FUND	639,993
426 STORMWATER RESERVE FUND	80,500
501 EQUIPMENT REPLACEMENT FUND	1,173,262
621 SUSPENSE (SWSD)	41,950
 TOTAL ALL FUNDS	 23,708,905

Section 3. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 8TH DAY OF MAY, 2013.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Attorney