



Next Ord: 1778-13  
Next Res: 888-13

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**

**August 28, 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 - 39

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 #77459 to #77552 in the amount of \$272,070.81 (Void Check #77543)
  - Payroll Checks #56304 to #56414 in the amount of \$199,672.47
- d. Resolution 885-13 - Possible Surplus of Miscellaneous Solid Waste Containers
- e. Resolution 886-13 - Appointing Members to the Lodging Tax Advisory Committee
- f. Possible Bid Award - 2013 Sanitary Sewer Replacement Project - C. Johnson Construction Inc.
- g. Professional Services Agreement - First Insurance Agency
- 4. Special Recognitions.....41
  - a. Resolution 887-13 – Wishing Joe Nemo a Happy 100<sup>th</sup> Birthday and recognizing him as a lifetime resident of Sedro-Woolley
  - b. S.W. Rotary Skate Park
- 5. Public Comment.....43

**UNFINISHED BUSINESS**

- 6. City Council Critical Goals and Objectives.....45 - 46

**NEW BUSINESS**

- 7. Revision of Interlocal Agreement for County-Wide Public Safety Communications Center .....47 - 75

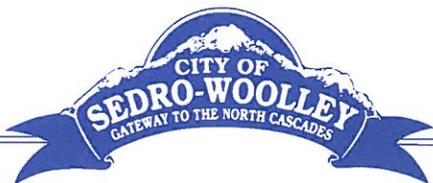
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION/YES**

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

AUG 28 2013

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



DATE: August 28, 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 August 28, 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.

AUG 28 2013

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
August 14, 2013 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Hugh Galbraith and Rick Lemley. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #77318 to #77458 in the amount of \$252,029.32 (Void Check #77349)
  - Payroll Checks #56187 to #56303 in the amount of \$273,837.81
- Possible Playground Equipment Purchase – Bingham Park Improvements
- Boulder Park Project Contract #01-1111, Change Order #1, 6-Hour Tillage
- Personnel Policies

Councilmember Storrs moved to approve the consent calendar Items A through F. Seconded by Councilmember Lemley. Motion carried (5-0).

Public Comment

Dennis London – 208 W. Nelson, requested the city approach the railroad for some property clean up to alleviate suspect activity within his neighborhood. He expressed concern for the neighborhood, city and students walking to school. He spoke of calls to the police, and questioned the location to the school relative to being a drug free zone. London also addressed the former Tree Source property at Walley and Rita that is in need of attention as well.

Dennis O'Neil – 109 Talcott St., concurred with London's statements and noted heavy equipment will be necessary for any clean up. He spoke of the liability of the railroad once it's brought to their attention. He also questioned the Metcalf sewer line, visibility with oversized vehicles in the downtown area and plans for striping at the South end of Metcalf.

Elizabeth Fernando – 508 Creek Ln., addressed the Council regarding comments made to her grandson by the intimidating kids hanging around and expressed her displeasure of no action being taken to move them out of the area.

Julian Pavis – 519 Sapp Road, addressed the Council and staff regarding the city code on vision triangles and expressed his concern for the need of a Code Enforcement Officer.

Elyse Robbins – 711 Alexander, read a prepared statement into the record regarding her concerns with barking dogs and police action.

## **NEW BUSINESS**

### City Council Critical Goals and Objectives

City Supervisor/Attorney Berg stated that it is time for the beginning of the budget season and noted the budget is the most critical job of the City Council. He reviewed the budget process which begins with the Council's priorities and visions. He requested the Council review their previous goals and objectives. Berg also addressed the need for additional police officers and a code enforcement officer noting that how to fund them will be the issue. He also pointed out a budget suggestions booklet and the budget calendar in the Council packet.

Council discussion ensued regarding other agency proposed increases that will effect the City budget, law enforcement and public safety to be the high priority, funding and manpower capacity. Some philosophical differences were expressed with some of the items on the list by Councilmember Loy with discussion following regarding the need to create an atmosphere for businesses to succeed, definition of partnership with government and different entities, intent of the statement and revenue issues being solved by creating more revenue sources.

A revised draft will be brought back for the next Council meeting. Further discussion ensued regarding prioritization, to work in a different direction than a property tax and the need to address street infrastructure.

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

Police Chief Wood – stated he appreciated the conversation tonight in regarding to the need for more police officers. He noted he had been with the City for 32 years and has seen the City go from a sleepy little town to what it is now. He spoke of the drug epidemic in the area and addressed the overtime the officers have been putting in and the toll it is taking on the officers. Chief Wood also noted the number of officers in the surrounding cities and towns and spoke of a broken society as a whole. Chief Wood stated the department works very hard and he is very proud of the department and the work they do.

Public Works Director Freiburger – reported on the Highway 20/Cook Road project with the detour to start next week. He noted the Highway 9 Sidewalk Project is a couple of weeks behind schedule and a notice to the Contractor has been send requesting their plan to bring the project back into compliance with the number of working days. Freiburger also noted the fence contract has been awarded with work to start soon. Also, in conjunction with the Highway20/Cook Road Project City crews will be making modifications to Bingham Park. The top soil from the project will be relocated to the park to take care of some of the existing ponding issues. City crews will be stretched over the next few weeks.

Finance Director Nelson – reported four proposals have been received for the accounting software. The first of two demo’s have taken place. Site visits are scheduled to view the software in operation with nearby cities. Nelson also reminded the Finance Committee of a short meeting to be held following the close of the Council meeting.

Councilmember Storrs – commented on the striping in the downtown area, the completion of the PUD project and the new football field.

Councilmember Galbraith – expressed his thanks to Public Works Director Freiburger for his hard work over the last six years and the ability to secure over 30 million in federal funding and grants for the infrastructure projects.

Freiberger noted it has been a team effort within the Public Works Department and staff.

Councilmember Galbraith – then stated he had stopped by a recent Roller Derby event and commented on the large crowd that the event drew and was pleased to see there was a resolve to the previous issues.

It was noted by staff that they continue to operate without having addressed the issues and they have not contacted staff for a meeting to work out a plan. Concerns were expressed with the large crowd in accordance with the fire and life safety code. Some discussion followed.

Councilmember Lemley – congratulated Finance Director Nelson for her receipt of the Washington State Finance Officers Association “Professional Finance Officer Award” for the fifth year in a row.

Councilmember Loy – announced the upcoming Skate Board Competition to be held at the Sedro-Woolley Skate Park on September 14<sup>th</sup>.

The meeting was adjourned at 8:23 P.M. to Executive Session for the purpose of potential litigation under RCW 42.30.110(i) for approximately 15 minutes with no decision anticipated.

The meeting reconvened at 8:45 P.M.

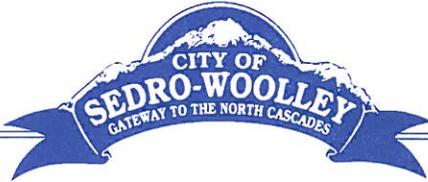
Councilmember Galbraith moved to adjourn. Seconded by Councilmember Lemley.  
Motion carried (5-0).

The meeting adjourned at 8:45 P.M.

AUG 28 2013

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

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DATE: August 28, 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 August 28, 2013.

Motion to approve Claim Checks #77459 to #77552 in the amount of \$272,070.81. (Void #77543)

Motion to approve Payroll Checks #56304 to #56414 in the amount of \$199,672.47.

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  
 08/28/2013 (Printed 08/23/2013 13:23)

PAGE 1

| WARRANT | VENDOR NAME                | DESCRIPTION                 |      | AMOUNT   |
|---------|----------------------------|-----------------------------|------|----------|
| 77459   | SKAGIT COUNTY AUDITOR      | MISC-FILING FEES/LIEN EXP   | SWR  | 304.00   |
|         |                            | MISC-FILING FEES/LIEN EXP   | SAN  | 304.00   |
|         |                            | WARRANT TOTAL               |      | 608.00   |
| 77460   | SKAGIT COUNTY AUDITOR      | MISC-FILING FEES/LIEN EXP   | SWR  | 832.00   |
|         |                            | MISC-FILING FEES/LIEN EXP   | SAN  | 768.00   |
|         |                            | WARRANT TOTAL               |      | 1,600.00 |
| 77461   | A-1 MOBILE LOCK & KEY      | REPAIRS & MAINTENANCE       | PD   | 81.15    |
|         |                            | WARRANT TOTAL               |      | 81.15    |
| 77462   | A.T.V. ACCESSORIES         | REPAIR/MAINTENANCE-EQUIP    | ST   | 75.81    |
|         |                            | WARRANT TOTAL               |      | 75.81    |
| 77463   | ARAMARK UNIFORM SERVICES   | MISC-LAUNDRY                | ST   | 4.58     |
|         |                            | LAUNDRY                     | SWR  | 8.16     |
|         |                            | WARRANT TOTAL               |      | 12.74    |
| 77464   | ASSEMBLED PRODUCTS CORP    | SMALL TOOLS & MINOR EQUIP   | FD   | 619.50   |
|         |                            | WARRANT TOTAL               |      | 619.50   |
| 77465   | ASSOCIATION OF WA CITIES   | RETIRED MEDICAL             | PD   | 3,738.63 |
|         |                            | WARRANT TOTAL               |      | 3,738.63 |
| 77466   | ASSOC PETROLEUM PRODUCTS   | AUTO FUEL                   | CS   | 228.48   |
|         |                            | AUTO FUEL                   | PD   | 86.65    |
|         |                            | AUTO FUEL                   | PD   | 1,627.19 |
|         |                            | AUTO FUEL/DIESEL            | FD   | 774.61   |
|         |                            | AUTO FUEL/DIESEL            | PK   | 848.04   |
|         |                            | OPERATING SUPPLIES-PROPANE  | ST   | 13.43    |
|         |                            | AUTO FUEL/DIESEL            | ST   | 428.56   |
|         |                            | AUTO FUEL/DIESEL            | SWR  | 107.23   |
|         |                            | AUTO FUEL/DIESEL            | SWR  | 188.67   |
|         |                            | AUTO FUEL/DIESEL            | SAN  | 2,077.30 |
|         |                            | AUTO FUEL/DIESEL            | SAN  | 10.48    |
|         |                            | AUTO FUEL/DIESEL            | SAN  | 125.03   |
|         |                            | VEHICLE FUEL                | SWTR | 150.12   |
|         |                            | WARRANT TOTAL               |      | 6,665.79 |
| 77467   | BAY CITY SUPPLY            | OPERATING SUP - RIVERFRONT  | PK   | 306.85   |
|         |                            | OPERATING SUP - COMM CENTER | PK   | 306.85   |
|         |                            | OPERATING SUP - SENIOR CTR  | PK   | 306.85   |
|         |                            | OPERATING SUP - LIBRARY     | PK   | 306.85   |
|         |                            | OPERATING SUP - MEMORIAL    | PK   | 306.85   |
|         |                            | OPERATING SUP - HAMMER SQ   | PK   | 306.85   |
|         |                            | WARRANT TOTAL               |      | 1,841.10 |
| 77468   | BLUMENTHAL UNIFORM & EQUIP | EQUIPMENT                   | SI   | 58.51    |
|         |                            | WARRANT TOTAL               |      | 58.51    |
| 77469   | BOARD FOR VOLUNTEER        | PENSION-VOLUNTEER FIREMEN   | FD   | 30.00    |
|         |                            | WARRANT TOTAL               |      | 30.00    |

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 08/28/2013 (Printed 08/23/2013 13:23)

| WARRANT | VENDOR NAME                | DESCRIPTION                |     | AMOUNT    |
|---------|----------------------------|----------------------------|-----|-----------|
| 77470   | BOULDER PARK, INC          | SOLIDS HANDLING            | SWR | 5,735.97  |
|         |                            | WARRANT TOTAL              |     | 5,735.97  |
| 77471   | BRABER EQUIPMENT LTD.      | EQUIPMENT                  | ST  | 328.92    |
|         |                            | WARRANT TOTAL              |     | 328.92    |
| 77472   | CARROT-TOP INDUSTRIES INC  | CONST-SR20/COOK REALIGN    | ART | 75.01     |
|         |                            | WARRANT TOTAL              |     | 75.01     |
| 77473   | COLLINS OFFICE SUPPLY, INC | OFFICE/OPERATING SUPPLIES  | PD  | 47.61     |
|         |                            | WARRANT TOTAL              |     | 47.61     |
| 77474   | CONCRETE NOR'WEST, INC.    | REPAIR/MAINT-STREETS       | ST  | 94.93     |
|         |                            | WARRANT TOTAL              |     | 94.93     |
| 77475   | CRYSTAL SPRINGS            | OPERATING SUPPLIES         | SWR | 21.08     |
|         |                            | WARRANT TOTAL              |     | 21.08     |
| 77476   | DAILY JOURNAL OF COMMERCE  | ENGINEERING SERVICES       | SWR | 77.70     |
|         |                            | WARRANT TOTAL              |     | 77.70     |
| 77477   | DAVID EVANS & ASSOC INC    | ENG SR20 COOK RD REALIGN   | ART | 11,075.71 |
|         |                            | CONST-SR20/COOK REALIGN    | ART | 22,168.73 |
|         |                            | WARRANT TOTAL              |     | 33,244.44 |
| 77478   | DOUGHER, MELISSA           | SPECIAL INVESTIGATIONS     | PD  | 16.80     |
|         |                            | WARRANT TOTAL              |     | 16.80     |
| 77479   | E & E LUMBER               | OFFICE/OPERATING SUPPLIES  | CWP | 11.78     |
|         |                            | OPERATING SUP - RIVERFRONT | PK  | 2.60      |
|         |                            | OPERATING SUP - RIVERFRONT | PK  | 27.48     |
|         |                            | OPERATING SUP - MEMORIAL   | PK  | 18.37     |
|         |                            | OPERATING SUP - MEMORIAL   | PK  | 36.11     |
|         |                            | OPERATING SUP - MEMORIAL   | PK  | 6.78      |
|         |                            | SMALL TOOLS & MINOR EQUIP  | PK  | 3.04      |
|         |                            | SMALL TOOLS & MINOR EQUIP  | PK  | 9.87      |
|         |                            | REPAIRS/MT-RIVERFRONT      | PK  | 49.49     |
|         |                            | REPAIRS/MT-RIVERFRONT      | PK  | 3,098.38  |
|         |                            | REPAIRS/MT-RIVERFRONT      | PK  | 93.99     |
|         |                            | REPAIRS/MT-RIVERFRONT      | PK  | 48.30     |
|         |                            | REPAIR/MT-BINGHAM PARK     | PK  | 4.77      |
|         |                            | OPERATING SUPPLIES         | ST  | 19.32     |
|         |                            | SMALL TOOLS/MINOR EQUIP    | ST  | 58.77     |
|         |                            | SMALL TOOLS/MINOR EQUIP    | ST  | 47.65     |
|         |                            | CONST-SR20/COOK REALIGN    | ART | 61.95     |
|         |                            | WARRANT TOTAL              |     | 3,578.91  |
| 77480   | ECO-3                      | TRAINING                   | SAN | 175.00    |
|         |                            | WARRANT TOTAL              |     | 175.00    |
| 77481   | EDGE ANALYTICAL, INC.      | PROFESSIONAL SERVICES      | SWR | 35.00     |
|         |                            | WARRANT TOTAL              |     | 35.00     |

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 08/28/2013 (Printed 08/23/2013 13:23)

| WARRANT | VENDOR NAME               | DESCRIPTION                    | AMOUNT    |
|---------|---------------------------|--------------------------------|-----------|
| 77482   | ENTERPRISE OFFICE SYSTEMS | SUPPLIES JUD                   | 90.48     |
|         |                           | SUPPLIES FIN                   | 65.36     |
|         |                           | OFFICE/OPERATING SUPPLIES PD   | 10.42     |
|         |                           | WARRANT TOTAL                  | 166.26    |
| 77483   | FABER CONSTRUCTION CORP   | CONST SR9 LUCAS/PK COTTAGE AST | 51,029.33 |
|         |                           | CONST SR9 LUCAS/PK COT PUD ART | 325.85    |
|         |                           | CONST-SR9 MCGARG/SUMR MEAD AST | 10,724.15 |
|         |                           | WARRANT TOTAL                  | 62,079.33 |
| 77484   | FEDERAL CERTIFIED HEARING | PROF SERVICE-MEDICAL EXAMS FD  | 20.00     |
|         |                           | WARRANT TOTAL                  | 20.00     |
| 77485   | FEDERAL EXPRESS CORP.     | CONST SR9 LUCAS/PK COTTAGE AST | 21.48     |
|         |                           | WARRANT TOTAL                  | 21.48     |
| 77486   | GLEASON, JOHN M.          | PROSECUTING ATTORNEY LGL       | 2,500.00  |
|         |                           | WARRANT TOTAL                  | 2,500.00  |
| 77487   | FRONTIER                  | TELEPHONE FD                   | 140.45    |
|         |                           | UTILITIES-COMMUNITY CTR PK     | 85.01     |
|         |                           | WARRANT TOTAL                  | 225.46    |
| 77488   | FRONTIER BUILDING SUPPLY  | OPERATING SUPPLIES ST          | 34.85     |
|         |                           | WARRANT TOTAL                  | 34.85     |
| 77489   | GAYLORD BROS.             | COMMUNITY GRANT PROGRAM LIB    | 126.53    |
|         |                           | WARRANT TOTAL                  | 126.53    |
| 77490   | GEN-TEK                   | MAINT OF GENERAL EQUIP SWR     | 541.00    |
|         |                           | WARRANT TOTAL                  | 541.00    |
| 77491   | GRAINGER PARTS            | MACHINERY & EQUIPMENT PD       | 282.85    |
|         |                           | WARRANT TOTAL                  | 282.25    |
| 77492   | H.B. JAEGER CO. LLC       | MAINTENANCE OF LINES SWR       | 1,782.05  |
|         |                           | WARRANT TOTAL                  | 1,782.05  |
| 77493   | INGRAM LIBRARY SERVICES   | BOOKS & MATERIALS LIB          | 146.51    |
|         |                           | BOOKS & MATERIALS LIB          | 16.07     |
|         |                           | BOOKS & MATERIALS LIB          | 31.90     |
|         |                           | BOOKS & MATERIALS LIB          | 27.07     |
|         |                           | BOOKS & MATERIALS LIB          | 42.00     |
|         |                           | WARRANT TOTAL                  | 263.55    |
| 77494   | LAKESIDE INDUSTRIES       | REPAIR/MAINT-STREETS ST        | 1,034.47  |
|         |                           | WARRANT TOTAL                  | 1,034.47  |
| 77495   | LIBERTY FLAG & SPECIALTY  | OPERATING SUPPLIES SWR         | 116.95    |
|         |                           | WARRANT TOTAL                  | 116.95    |
| 77496   | L.E.I.R.A.                | TUITION/REGISTRATION PD        | 300.00    |

| WARRANT | VENDOR NAME                | DESCRIPTION                    | AMOUNT   |
|---------|----------------------------|--------------------------------|----------|
|         |                            | WARRANT TOTAL                  | 300.00   |
| 77497   | LITHTEX NW                 | SUPPLIES FIN                   | 348.09   |
|         |                            | WARRANT TOTAL                  | 348.09   |
| 77498   | MATERIALS TEST &           | CONST SR9 LUCAS/PK COTTAGE AST | 567.00   |
|         |                            | WARRANT TOTAL                  | 567.00   |
| 77499   | MCCANN, WILLIAM R.         | INDIGENT DEFENDER LGL          | 3,000.00 |
|         |                            | WARRANT TOTAL                  | 3,000.00 |
| 77500   | MOORE, JACK R.             | PROFESSIONAL SERVICES INSP     | 325.00   |
|         |                            | WARRANT TOTAL                  | 325.00   |
| 77501   | MYRON CORP.                | OFFICE/OPERATING SUPPLIES PD   | 78.50    |
|         |                            | WARRANT TOTAL                  | 78.50    |
| 77502   | NATIONAL HOSE TESTING      | REPAIRS/MAINT-EQUIP FD         | 2,460.00 |
|         |                            | WARRANT TOTAL                  | 2,460.00 |
| 77503   | NORTH CASCADE FORD         | REPAIR & MAINTENANCE ENG       | 196.71   |
|         |                            | WARRANT TOTAL                  | 196.71   |
| 77504   | NORTH HILL RESOURCES, INC. | RECYCLING - YARD WASTE SAN     | 900.00   |
|         |                            | WARRANT TOTAL                  | 900.00   |
| 77505   | OASYS                      | REPAIR/MAINTENANCE-EQUIP LIB   | 121.82   |
|         |                            | WARRANT TOTAL                  | 121.82   |
| 77506   | OFFICE DEPOT               | SUPPLIES/BOOKS PLN             | 3.02     |
|         |                            | SUPPLIES ENG                   | 65.09    |
|         |                            | OFF/OPER SUPPS & BOOKS INSP    | 3.01     |
|         |                            | WARRANT TOTAL                  | 71.12    |
| 77507   | OCLC, INC.                 | CATALOGUE SUBSCRIPTIONS LIB    | 3,223.90 |
|         |                            | WARRANT TOTAL                  | 3,223.90 |
| 77508   | HYATT, GINGER L.           | REPAIR/MAINTENANCE-LAND CEM    | 240.00   |
|         |                            | WARRANT TOTAL                  | 240.00   |
| 77509   | PARTSMASTER                | SMALL TOOLS & MINOR EQUIP SAN  | 77.80    |
|         |                            | WARRANT TOTAL                  | 77.80    |
| 77510   | PEOPLES BANK               | CONST SR9 LUCAS/PK COTTAGE AST | 2,685.76 |
|         |                            | CONST SR9 LUCAS/PK COT PUD ART | 15.77    |
|         |                            | CONST-SR9 MCGARG/SUMR MEAD AST | 564.43   |
|         |                            | WARRANT TOTAL                  | 3,265.96 |
| 77511   | PETTY CASH-DEBRA PETERSON  | SUPPLIES LIB                   | 10.26    |
|         |                            | POSTAGE LIB                    | 18.40    |
|         |                            | BOOKS & MATERIALS LIB          | 19.39    |
|         |                            | WARRANT TOTAL                  | 48.05    |

| WARRANT | VENDOR NAME                   | DESCRIPTION                    |      | AMOUNT    |
|---------|-------------------------------|--------------------------------|------|-----------|
| 77512   | PUGET SOUND ENERGY            | PUBLIC UTILITIES               | PD   | 17.01     |
|         |                               | PUBLIC UTILITIES               | FD   | 93.38     |
|         |                               | UTILITIES-RIVERFRONT           | PK   | 476.50    |
|         |                               | UTILITIES-COMMUNITY CTR        | PK   | 142.67    |
|         |                               | UTILITIES-SENIOR CENTER        | PK   | 632.45    |
|         |                               | UTILITIES-TRAIN                | PK   | 34.07     |
|         |                               | UTILITIES-HAMMER SQUARE        | PK   | 163.91    |
|         |                               | UTILITIES-BINGHAM/MEMORIAL     | PK   | 45.72     |
|         |                               | UTILITIES - SHOP               | PK   | 39.71     |
|         |                               | UTILITIES - SHOP               | PK   | 5.58      |
|         |                               | UTILITIES - OTHER              | PK   | 11.79     |
|         |                               | PUBLIC UTILITIES-CITY HALL     | PK   | 2,130.84  |
|         |                               | PUBLIC UTILITIES               | CEM  | 49.69     |
|         |                               | PUBLIC UTILITIES               | ST   | 13.05     |
|         |                               | PUBLIC UTILITIES               | ST   | 61.81     |
|         |                               | PUBLIC UTILITIES               | ST   | 91.70     |
|         |                               | PUBLIC UTILITIES               | ST   | 128.84    |
|         |                               | PUBLIC UTILITIES               | ST   | 22,230.56 |
|         |                               | PUBLIC UTILITIES               | LIB  | 282.28    |
|         |                               | ADVERTISING                    | HOT  | 34.85     |
|         |                               | PUBLIC UTILITIES               | SWR  | 930.05    |
|         |                               | PUBLIC UTILITIES               | SWR  | 7,967.11  |
|         |                               | PUBLIC UTILITIES               | SAN  | 114.72    |
|         |                               | PUBLIC UTILITIES               | SWTR | 60.41     |
|         |                               | WARRANT TOTAL                  |      | 35,758.70 |
| 77513   | QUICK LANE TIRE & AUTO CENTER | REPAIR & MAINT - AUTO          | PD   | 349.47    |
|         |                               | REPAIR & MAINT - AUTO          | PD   | 45.24     |
|         |                               | WARRANT TOTAL                  |      | 394.71    |
| 77514   | REICHHARDT & EBE ENG, INC     | CONST SR9 LUCAS/PK COTTAGE AST |      | 1,702.96  |
|         |                               | WARRANT TOTAL                  |      | 1,702.96  |
| 77515   | RINDAL, BOB                   | EMPLOYEE WELLNESS              | SAN  | 30.00     |
|         |                               | WARRANT TOTAL                  |      | 30.00     |
| 77516   | RODDA PAINT CO.               | REPAIR/MAINT-LIBRARY           | PK   | 25.97     |
|         |                               | WARRANT TOTAL                  |      | 25.97     |
| 77517   | SEDRO-WOLLEY AUTO PARTS       | OPERATING SUPPLIES             | CEM  | 8.92      |
|         |                               | OPERATING SUPPLIES             | CEM  | 4.23      |
|         |                               | OPERATING SUPPLIES             | ST   | 29.44     |
|         |                               | REPAIR/MAINTENANCE-EQUIP       | ST   | 4.64      |
|         |                               | REPAIRS/MAINTENANCE            | SWTR | 3.14      |
|         |                               | WARRANT TOTAL                  |      | 41.91     |
| 77518   | SEDRO-WOLLEY CHAMBER OF       | CHAMBER OF COMMERCE            | HOT  | 1,785.13  |
|         |                               | WARRANT TOTAL                  |      | 1,785.13  |
| 77519   | SEDRO-WOLLEY FAMILY           | PROFESSIONAL SERVICES          | SWR  | 143.00    |
|         |                               | WARRANT TOTAL                  |      | 143.00    |

| WARRANT | VENDOR NAME                      | DESCRIPTION                |      | AMOUNT    |
|---------|----------------------------------|----------------------------|------|-----------|
| 77520   | SJOSTROM LAW OFFICE              | PROFESSIONAL SERVICES      | LGL  | 1,416.00  |
|         |                                  | WARRANT TOTAL              |      | 1,416.00  |
| 77521   | SKAGIT CD                        | CONTRACTED SERVICES        | SWTR | 413.33    |
|         |                                  | WARRANT TOTAL              |      | 413.33    |
| 77522   | COMMUNITY ACTION OF SK. COUNTY   | SKAGIT COMM ACTION AGENCY  | HLT  | 95.55     |
|         |                                  | WARRANT TOTAL              |      | 95.55     |
| 77523   | SKAGIT CO HEALTH DEPT            | PROFESSIONAL SERVICES      | PD   | 103.00    |
|         |                                  | PROFESSIONAL SERVICES      | PD   | 103.00    |
|         |                                  | WARRANT TOTAL              |      | 206.00    |
| 77524   | SKAGIT CO. PUBLIC WORKS          | SOLID WASTE DISPOSAL       | SAN  | 43,901.44 |
|         |                                  | WARRANT TOTAL              |      | 43,901.44 |
| 77525   | SKAGIT COUNTY TREASURER          | MISC-FILING FEES/LIEN EXP  | SWR  | 8,152.16  |
|         |                                  | WARRANT TOTAL              |      | 8,152.16  |
| 77526   | SKAGIT HYDRAULICS, INC.          | REPAIR/MAINTENANCE-EQUIP   | ST   | 120.77    |
|         |                                  | REPAIR/MAINTENANCE-EQUIP   | ST   | 1,524.60  |
|         |                                  | WARRANT TOTAL              |      | 1,645.37  |
| 77527   | SKAGIT READY MIX, INC.           | OPERATING SUP - SENIOR CTR | PK   | 162.09    |
|         |                                  | OPERATING SUPPLIES         | ST   | 162.09    |
|         |                                  | CONST-SR20/COOK REALIGN    | ART  | 162.09    |
|         |                                  | WARRANT TOTAL              |      | 486.27    |
| 77528   | SKAGIT COUNTY COMMUNITY SVC.     | SK CTY SUBSTANCE ABUSE     | ALC  | 2,383.89  |
|         |                                  | WARRANT TOTAL              |      | 2,383.89  |
| 77529   | SKAGIT PUBLISHING                | ENGINEERING SERVICES       | SWR  | 215.00    |
|         |                                  | WARRANT TOTAL              |      | 215.00    |
| 77530   | SNYDER INDUSTRIES, INC.          | CONTAINERS                 | SAN  | 3,430.08  |
|         |                                  | WARRANT TOTAL              |      | 3,430.08  |
| 77531   | SPARKLE SHOP LAUNDRIES           | UNIFORM CLEANING           | PD   | 11.91     |
|         |                                  | MISC-LAUNDRY               | FD   | 1.19      |
|         |                                  | WARRANT TOTAL              |      | 13.10     |
| 77532   | STILES & STILES                  | MUNICIPAL COURT JUDGE      | JUD  | 2,728.00  |
|         |                                  | PROFESSIONAL SERVICES      | CIV  | 50.00     |
|         |                                  | WARRANT TOTAL              |      | 2,778.00  |
| 77533   | SUMMIT LAW GROUP                 | NEGOTIATIONS               | EXE  | 1,590.49  |
|         |                                  | WARRANT TOTAL              |      | 1,590.49  |
| 77534   | T&T - LAUTENBACH INDUSTRIES INC. | SOLID WASTE DISPOSAL       | SAN  | 359.88    |
|         |                                  | WARRANT TOTAL              |      | 359.88    |
| 77535   | TAYLOR, PAUL                     | RETIRED MEDICAL            | PD   | 32.07     |

| WARRANT | VENDOR NAME                 | DESCRIPTION                    | AMOUNT |
|---------|-----------------------------|--------------------------------|--------|
|         |                             | WARRANT TOTAL                  | 32.07  |
| 77536   | THOMPSON'S GREENHOUSE       | OPERATING SUP - RIVERFRONT PK  | 106.04 |
|         |                             | WARRANT TOTAL                  | 106.04 |
| 77537   | TRAFFIC SAFETY SUPPLY CO.   | OPERATING SUPPLIES ST          | 120.91 |
|         |                             | WARRANT TOTAL                  | 120.91 |
| 77538   | TRAIL ROAD EXPRESS LUBE     | TRAINING FACILITIES FD         | 8.25   |
|         |                             | WARRANT TOTAL                  | 8.25   |
| 77539   | TRUE NORTH EMERGENCY EQUIP. | REPAIRS/MAINT-EQUIP FD         | 594.83 |
|         |                             | WARRANT TOTAL                  | 594.83 |
| 77540   | TRUE VALUE                  | OFFICE/OPERATING SUPPLIES CWP  | 10.81  |
|         |                             | OPERATING SUPPLIES FD          | 1.39   |
|         |                             | OPERATING SUPPLIES FD          | 1.86   |
|         |                             | AUTO FUEL/DIESEL FD            | 11.90  |
|         |                             | OPERATING SUP - CITY HALL PK   | 12.97  |
|         |                             | OPERATING SUP - HAMMER SQ PK   | 4.86   |
|         |                             | OPERATING SUP - HAMMER SQ PK   | 16.23  |
|         |                             | OPERATING SUPPLIES CEM         | 1.00   |
|         |                             | OPERATING SUPPLIES CEM         | 25.96  |
|         |                             | OPERATING SUPPLIES ST          | 70.33  |
|         |                             | CONST-SR20/COOK REALIGN ART    | 15.32  |
|         |                             | WARRANT TOTAL                  | 172.63 |
| 77541   | ULINE                       | OPERATING SUPPLIES SAN         | 423.00 |
|         |                             | WARRANT TOTAL                  | 423.00 |
| 77542   | US BANK -- PURCHASE CARDS   | EMPLOYEE WELLNESS (EDUC) EXE   | 43.98  |
|         |                             | MISC-TUITION/REGISTRATION FIN  | 65.00  |
|         |                             | OFFICE/OPERATING SUPPLIES CWP  | 63.94  |
|         |                             | OFFICE/OPERATING SUPPLIES CWP  | 26.29  |
|         |                             | REPAIR & MAINTENANCE SUP IT    | 75.00  |
|         |                             | SMALL TOOLS/MINOR EQUIP IT     | 24.89  |
|         |                             | SMALL TOOLS/MINOR EQUIP IT     | 25.94  |
|         |                             | SMALL TOOLS/MINOR EQUIP IT     | 29.97  |
|         |                             | SUPPLIES ENG                   | 30.11  |
|         |                             | TRAVEL ENG                     | 14.65  |
|         |                             | PRINTING/PUBLICATIONS PD       | 31.32  |
|         |                             | OFFICE SUPPLIES FD             | 16.23  |
|         |                             | SMALL TOOLS & MINOR EQUIP FD   | 285.21 |
|         |                             | MISC-TUITION/REGISTRATION INSP | 347.76 |
|         |                             | REPAIR/MT-BINGHAM PARK PK      | 817.97 |
|         |                             | REPAIR/MT-BINGHAM PARK PK      | 14.59  |
|         |                             | REPAIR/MT-BINGHAM PARK PK      | 449.95 |
|         |                             | REPAIR/MT-BINGHAM PARK PK      | 504.69 |
|         |                             | REPAIR/MT-BINGHAM PARK PK      | 86.85  |
|         |                             | REPAIR/MT-BINGHAM PARK PK      | 39.60  |
|         |                             | REPAIR/MT-BINGHAM PARK PK      | 32.49  |
|         |                             | REPAIR/MT-BINGHAM PARK PK      | 600.00 |

| WARRANT | VENDOR NAME               | DESCRIPTION                 | AMOUNT   |
|---------|---------------------------|-----------------------------|----------|
|         |                           | REPAIR/MT-BINGHAM PARK PK   | 658.03   |
|         |                           | REPAIR/MT-BINGHAM PARK PK   | 27.05    |
|         |                           | REPAIR/MT-BINGHAM PARK PK   | 13.20-   |
|         |                           | REPAIR/MT-BINGHAM PARK PK   | 24.00    |
|         |                           | REPAIR/MAINTENANCE-EQUIP ST | 467.55   |
|         |                           | SUPPLIES LIB                | 95.48    |
|         |                           | SUPPLIES LIB                | 147.28   |
|         |                           | SUMMER READING PROGRAM LIB  | 93.12    |
|         |                           | SUMMER READING PROGRAM LIB  | 78.34    |
|         |                           | COMMUNITY GRANT PROGRAM LIB | 865.33   |
|         |                           | PROGRAMMING GRANTS LIB      | 343.37   |
|         |                           | TRAVEL LIB                  | 52.00    |
|         |                           | SUBSCRIPTIONS LIB           | 39.00    |
|         |                           | BOOKS & MATERIALS LIB       | 38.51    |
|         |                           | BOOKS & MATERIALS LIB       | 196.64   |
|         |                           | BOOKS & MATERIALS LIB       | 125.15   |
|         |                           | OPERATING SUPPLIES SWR      | 58.67    |
|         |                           | MEALS/TRAVEL SWR            | 32.02    |
|         |                           | MISC-DUES/SUBSCRIPTIONS SWR | 82.00    |
|         |                           | REPAIRS/MAINT-BUILDING SAN  | 101.71   |
|         |                           | UNAPPLIED CASH - SUSPENSE   | 46.06    |
|         |                           | WARRANT TOTAL               | 7,184.54 |
| 77543   | US BANK -- PURCHASE CARDS | VOIDED WARRANT              | .00      |
|         |                           | WARRANT TOTAL               | .00      |
| 77544   | UNITED GENERAL HOSPITAL   | PRISONERS PD                | 569.71   |
|         |                           | WARRANT TOTAL               | 569.71   |
| 77545   | UPS                       | POSTAGE PD                  | 9.47     |
|         |                           | INDUSTRIAL INSURANCE FD     | 11.81    |
|         |                           | POSTAGE FD                  | 9.12     |
|         |                           | WARRANT TOTAL               | 30.40    |
| 77546   | VANDERLINDEN, ROBERT      | PROFESSIONAL SERVICES INSP  | 100.00   |
|         |                           | WARRANT TOTAL               | 100.00   |
| 77547   | WASHINGTON LIFTRUCK       | REPAIRS/MAINT-EQUIP SAN     | 414.35   |
|         |                           | WARRANT TOTAL               | 414.35   |
| 77548   | WA ST DEPT OF PROF LICEN  | INTERGOV SVC-GUN PERMITS PD | 165.00   |
|         |                           | WARRANT TOTAL               | 165.00   |
| 77549   | WA STATE DEPT OF REVENUE  | PRINTING/PUBLICATIONS PD    | 2.82     |
|         |                           | OPERATING SUPPLIES FD       | .24      |
|         |                           | OPERATING SUPPLIES FD       | 25.34    |
|         |                           | TAXES AND ASSESSMENTS PK    | 89.19    |
|         |                           | TAXES AND ASSESSMENTS CEM   | 217.65   |
|         |                           | SUMMER READING PROGRAM LIB  | 15.09    |
|         |                           | TAXES & ASSESSMENTS LIB     | 10.08    |
|         |                           | BOOKS & MATERIALS LIB       | 4.89     |
|         |                           | MAINT OF PUMPING EQUIP SWR  | 335.90   |

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 08/28/2013 (Printed 08/23/2013 13:23)

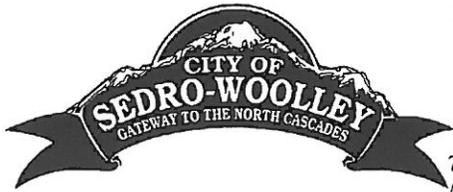
| WARRANT | VENDOR NAME               | DESCRIPTION           |     | AMOUNT     |
|---------|---------------------------|-----------------------|-----|------------|
|         |                           | TAXES & ASSESSMENTS   | SWR | 4,841.66   |
|         |                           | TAXES & ASSESSMENTS   | SAN | 5,858.31   |
|         |                           | WARRANT TOTAL         |     | 11,401.17  |
| 77550   | WEST PAYMENT CTR          | WESTLAW SERVICES      | LGL | 241.88     |
|         |                           | WARRANT TOTAL         |     | 241.88     |
| 77551   | WOOD'S LOGGING SUPPLY INC | OPERATING SUPPLIES    | CEM | 12.99      |
|         |                           | OPERATING SUPPLIES    | CEM | 17.87      |
|         |                           | WARRANT TOTAL         |     | 30.86      |
| 77552   | FRIZZELL, RYAN            | PROFESSIONAL SERVICES | PD  | 324.90     |
|         |                           | WARRANT TOTAL         |     | 324.90     |
|         |                           | RUN TOTAL             |     | 272,070.81 |

CITY OF SEDRO-WOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
08/28/2013 (Printed 08/23/2013 13:23)

PAGE 10

| FUND  | TITLE                      | AMOUNT     |
|-------|----------------------------|------------|
| 001   | CURRENT EXPENSE FUND       | 29,341.20  |
| 101   | PARK FUND                  | 13,496.20  |
| 102   | CEMETERY FUND              | 569.85     |
| 103   | STREET FUND                | 27,167.58  |
| 104   | ARTERIAL STREET FUND       | 101,195.54 |
| 105   | LIBRARY FUND               | 6,170.41   |
| 108   | STADIUM FUND               | 1,819.98   |
| 109   | SPECIAL INVESTIGATION FUND | 58.51      |
| 401   | SEWER FUND                 | 32,507.38  |
| 412   | SOLID WASTE FUND           | 59,071.10  |
| 425   | STORMWATER                 | 627.00     |
| 621   | SUSPENSE FUND              | 46.06      |
| TOTAL |                            | 272,070.81 |

| DEPARTMENT                      | AMOUNT     |
|---------------------------------|------------|
| 001 000 012                     | 2,818.48   |
| 001 000 013                     | 1,634.47   |
| 001 000 014                     | 478.45     |
| 001 000 015                     | 7,270.70   |
| 001 000 016                     | 50.00      |
| 001 000 017                     | 155.80     |
| 001 000 018                     | 228.48     |
| 001 000 019                     | 3.02       |
| 001 000 020                     | 306.56     |
| 001 000 021                     | 8,034.72   |
| 001 000 022                     | 5,105.31   |
| 001 000 024                     | 775.77     |
| 001 000 062                     | 95.55      |
| 001 000 066                     | 2,383.89   |
| FUND CURRENT EXPENSE FUND       | 29,341.20  |
| 101 000 076                     | 13,496.20  |
| FUND PARK FUND                  | 13,496.20  |
| 102 000 036                     | 569.85     |
| FUND CEMETERY FUND              | 569.85     |
| 103 000 042                     | 27,167.58  |
| FUND STREET FUND                | 27,167.58  |
| 104 000 042                     | 101,195.54 |
| FUND ARTERIAL STREET FUND       | 101,195.54 |
| 105 000 072                     | 6,170.41   |
| FUND LIBRARY FUND               | 6,170.41   |
| 108 000 019                     | 1,819.98   |
| FUND STADIUM FUND               | 1,819.98   |
| 109 000 021                     | 58.51      |
| FUND SPECIAL INVESTIGATION FUND | 58.51      |
| 401 000 035                     | 32,507.38  |
| FUND SEWER FUND                 | 32,507.38  |
| 412 000 037                     | 59,071.10  |
| FUND SOLID WASTE FUND           | 59,071.10  |
| 425 000 031                     | 627.00     |
| FUND STORMWATER                 | 627.00     |
| 621 000 000                     | 46.06      |
| FUND SUSPENSE FUND              | 46.06      |
| TOTAL                           | 272,070.81 |



CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 28 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) 855-0771  
Fax (360) 855-0733

Mark A. Freiberger, PE  
Director of Public Works

---

MEMO TO: City Council and Mayor Mike Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Possible Surplus of Miscellaneous Solid Waste Containers**  
DATE: August 21, 2013 (for Council review may August 28, 2013)

**ISSUE**

Shall City Council authorize Mayor Anderson to declare as surplus solid waste containers as noted on the attached Resolution and offer them for sale to the highest bidder?

**BACKGROUND/RECOMMENDATION:**

Periodically the city purchases new solid waste containers to replace worn out containers as needed. Council action is required to surplus city property. Attached is a draft Resolution authorizing surplus of a list of containers.

**MOTION**

Authorize Mayor Anderson to declare as surplus solid waste containers as noted on the attached Resolution, and offer them for sale to the highest bidder.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION**

**WHEREAS**, the City has purchased the property and/or equipment identified herein; and

**WHEREAS**, the property and/or equipment identified is surplus to the needs of the City; now, therefore,

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

**Section 1.** The City Council does hereby declare the following to be surplus:

VEHICLES:

| <u>VIN</u>                | <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Mileage</u> | <u>Plate No.</u> |
|---------------------------|-------------|-------------|--------------|----------------|------------------|
| 4-002 Steel dumpster      | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-003 galvanized dumpster | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-004 Steel dumpster      | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-011 galvanized dumpster | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-013 Steel dumpster      | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-015 galvanized dumpster | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-020 galvanized dumpster | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-022 galvanized dumpster | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-025 galvanized dumpster | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-028 galvanized dumpster | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-030 galvanized dumpster | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-031 galvanized dumpster | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-033 galvanized dumpster | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-034 Steel dumpster      | N/A         | 4 yard      | Rear load    |                | N/A              |
| 4-036 galvanized dumpster | N/A         | 4 yard      | Rear load    |                | N/A              |
| G4-51 galvanized dumpster | N/A         | 4yard       | Rear load    |                | N/A              |

**Section 2.** The Mayor is directed to sell the surplus property for the best available price in any manner he determines to be in the best interest of the City and execute any necessary paperwork to effectuate the transfer.

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

Attest:

\_\_\_\_\_  
Patsy Nelson, Clerk/Treasurer

Approved as to form:

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

AUG 28 2013

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

**Resolution -13**

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY APPOINTING  
MEMBERS TO THE LODGING TAX ADVISORY COMMITTEE**

**WHEREAS**, the City of Sedro-Woolley currently levies a lodging tax pursuant to Chapter 67.28 RCW; and

**WHEREAS**, the State Legislature has passed SSB 5867, enacted as Chapter 452, Laws of 1997; and

**WHEREAS**, the City established a Lodging Tax Advisory Committee in September, 1997;

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

The following persons are appointed to serve as members of the City of Sedro-Woolley Lodging Tax Advisory Committee:

| <b>Membership Category</b>                                   | <b>Appointee</b>  |
|--|---|
| Elected Official of City of Sedro-Woolley                    | Rick Lemley   |
| Representatives of businesses<br>required to collect the tax | Kris Dodge Manager,<br>Three Rivers Inn<br><br>James Montgomery<br>Skagit Motel               |
| Persons involved in activities<br>authorized to be funded:   | Carolyn Freeman<br>Sedro-Woolley Museum<br><br>Jim Johnson<br>Sedro-Woolley Farmers<br>Market |

This resolution shall take effect immediately upon passage.

PASSED by majority vote of the members of the Sedro-Woolley City Council  
this 28th day of August, 2013.

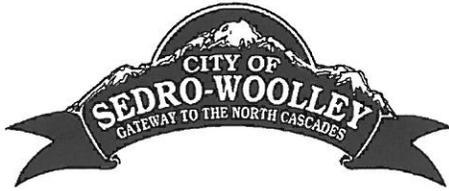
\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

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

Approved as to form:

\_\_\_\_\_  
Eron Berg, City Supervisor/Attorney



CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 28 2013

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

**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0707

David Lee, PE  
City Engineer

---

MEMO TO: City Council and Mayor Anderson  
FROM: David Lee, PE  
RE: **Possible Bid Award**  
**2013 Sanitary Sewer Replacement Project**  
**C. Johnson Construction Inc.**  
DATE: August 22, 2013 (for Council action August 28, 2013)

**ISSUE:**

Shall council move to award the 2013 Sanitary Sewer Replacement Project to C. Johnson Construction Inc.. of Oak Harbor, WA in the amount of \$159,620.45 (including sales tax)?

**BACKGROUND:**

On August 22, 2013, bids closed for the 2013 Sanitary Sewer Replacement Project. Seven bids were received for the project. The Bid Summary prepared by our office is attached.

**DISCUSSION:**

This project is the latest in the effort to rehabilitate the sanitary sewer collection system by replacing or repairing deteriorating sewer mains and services. This project consists of approximately 561 LF of 8" concrete pipe with 8" PVC pipe and rebuilding side sewers in Ball Street between SR 20 and Waldron Street, and on Waldron Street from Ball Street to 350-feet east. The roadway sections impacted will be totally repaved.

The apparent low bidder is C. Johnson Construction Inc. of Oak harbor, WA with a bid of \$159,620.45 (including sales tax), which is 11% under the Engineer's Estimate. The other bids were 6% under, 2% over, 7% over, 10% over, 15% over and 20% over the engineer's estimate respectively. Based on the final bid summary as attached and a review of references we recommend award of the bid.

**FINANCIAL:**

Construction funds for this project are available from the Account 401 Other Improvements line item, budgeted at \$270,000.

**Budget**

|                             |                   |
|-----------------------------|-------------------|
| 401 Engineering Services-PE | \$ 50,000         |
| 401 Other Improvements-CN   | \$ 270,000        |
| <b>Total Available</b>      | <b>\$ 320,000</b> |

**Expenditures**

|   |                          |
|---|--------------------------|
| <i>2013 SS Manhole Repair Project</i>   | <i>\$ 36,797</i>         |
| Design Engineering                      | \$ 5,700                 |
| Construction Engineering                | \$ 7,500                 |
| 2013 Sanitary Sewer Replacement Project | \$ 159,620               |
| Contingency                             | \$ 5,000                 |
| <b>Project Total</b>                    | <b><u>\$ 177,820</u></b> |
| <b>Total Expenditures</b>               | <b>\$ 214,617</b>        |

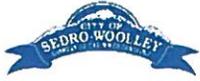
|                         |                   |
|-------------------------|-------------------|
| <b>Remaining Budget</b> | <b>\$ 105,383</b> |
|-------------------------|-------------------|

**ANALYSIS:**

Sufficient funds are available to award this project.

**MOTION:**

*Move to award the 2013 Sanitary Sewer Replacement Project to C. Johnson Construction, Inc. of Oak Harbor, WA in the amount of \$159,620.45 (including sales tax).*



City of Sedro-Woolley

**PRELIMINARY - BID SUMMARY**

2013 Sanitary Sewer Replacement Project

BID OPENING: August 22, 2013, 2:00PM

| RANK | COMPANY NAME                                  | TOTAL BID AMOUNT | BID BOND<br>ACKNOWLEDGED |
|------|---|------------------|--------------------------|
| 1    | C JOHNSON CONSTRUCTION INC., OAK HARBOR, WA   | \$ 159,620.45    | X                        |
| 2    | KAMINS CONSTRUCTION, BOTHELL, WA              | \$ 168,593.54    | X                        |
| 3    | INTERWEST CONSTRUCTION INC., BURLINGTON, WA   | \$ 182,873.21    | X                        |
| 4    | STRIDER CONSTRUCTION CO. INC., BELLINGHAM, WA | \$ 192,681.95    | X                        |
| 5    | SRV CONSTRUCTION INC., OAK HARBOR, WA         | \$ 198,009.66    | X                        |
| 6    | TAYLOR'S EXCAVATORS INC., STANWOOD, WA        | \$ 207,111.83    | X                        |
| 7    | CARMAN'S CONSTRUCTION LLC, OAK HARBOR, WA     | \$ 215,291.27    | X                        |
|      | Engineers Estimate                            | \$ 180,114.81    |                          |

RECORDED BY: J ROSARIO / D. LEE

**CITY OF Sedro-Woolley**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Insurance Broker**

**AUG 28 2013**

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

**THIS AGREEMENT** made and entered into on this 1st day of September, 2013, by and between the **CITY OF Sedro-Woolley**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and First Insurance Agency, Inc., hereinafter referred to as the "Contractor."

Contractor Business: First Insurance Agency  
Contractor Address: P.O. Box 68, Mount Vernon, WA 98273  
Contractor Phone: (360) 424-4559  
Contractor Fax: (360) 424-7681  
Contact Name Glenn Ash  
Contractor e-mail: glenn@firstinsurance.com  
Federal Employee ID No.: 91-0827259

Authorized City Representative for this contract:

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

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

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

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

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

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

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

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

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

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by August 31, 2014.

4. **Compensation.**

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

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

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

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

5. **Method of Payment.**

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

B. All requests for payment should be sent to:

City of Sedro-Woolley

Attn: Eron Berg-City Supervisor

325 Metcalf Street

Sedro-Woolley, WA 98284

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

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Contractor ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Contractor (whether by fax, mail, delivery or other method reasonably calculated to be received by Contractor in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid in full. The Notice shall be sent by the United States Mail to Contractor's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Contractor actual notice in a timely manner, such as fax. The City does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement.

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

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

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

**11. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

## 12. **Independent Contractor.**

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

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

C. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as

applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

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

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

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

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

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

17. **Waiver.** Any waiver by the Contractor or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

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

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

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

21. **Notices.**

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

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

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

First Insurance Agency  
Attn: Glenn Ash  
P.O. Box 68 / 1501 Riverside Dr.  
Mount Vernon, WA 98273

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

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

|   |   |
|---|---|
|   | <i><b>CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.</b></i> |
| <b>CITY OF Sedro-Woolley<br/>WASHINGTON</b> | <i>Corporation</i><br>First Insurance Agency, Inc.  |
| By: _____<br>Mike Anderson, Mayor           | By: _____   |
| _____                                       | Typed/Printed Name: Duane Henson  |
| Date _____                                  | Its _____   |
|   | Date: _____   |
| <b>ATTEST:</b>                              |   |
| _____                                       |   |
| Eron Berg, City Supervisor                  |   |
| Date: _____                                 |   |
| <b>APPROVED AS TO FORM:</b>                 |   |
| _____                                       |   |
| Eron Berg, City Attorney                    |   |
| Date: _____                                 |   |

EXHIBIT A  
SCOPE OF WORK

**Exhibit A**  
**Scope of Work**

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

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

**Market the City's Insurance needs**

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

**Assist the City with Claims Handling**

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

**Miscellaneous Services**

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

**EXHIBIT B**  
COMPENSATION

**Exhibit B**

Compensation:

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

**EXHIBIT C**  
**REIMBURSABLE EXPENSES**

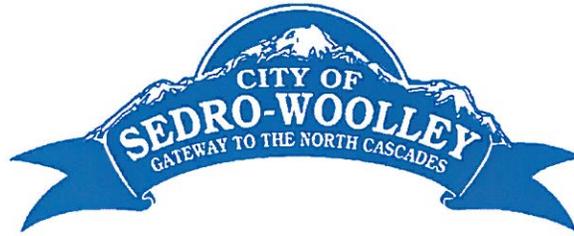
**Exhibit C**

Eligible Expenses:

No reimbursable expenses are allowed.

AUG 28 2013

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



**RESOLUTION NO. 887-13**

**A RESOLUTION WISHING JOE NEMO A HAPPY 100<sup>TH</sup> BIRTHDAY AND  
RECOGNIZING HIM AS A LIFETIME RESIDENT OF SEDRO-WOOLLEY**

**WHEREAS**, Joe Nemo was born in Sedro-Woolley, Washington on September 1, 1913;  
and

**WHEREAS**, Mr. Nemo's grandfather, Joseph DeBay, was one of this area's most famous pioneers; and

**WHEREAS**, With the exception of his time away in service of this county during WWII, Joe Nemo is a lifetime resident of Sedro-Woolley; and

**WHEREAS**, a majority of the City Council of the City of Sedro-Woolley desires to honor Joe Nemo and to wish him a happy 100<sup>th</sup> birthday; Now, Therefore;

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

Section 1. The City Council does hereby recognize and honor Joe Nemo, a lifetime resident of Sedro-Woolley, and we wish you a very happy 100<sup>th</sup> birthday.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 28<sup>th</sup> day of August, 2013.

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

\_\_\_\_\_  
Councilman Kevin Loy, Ward 1

\_\_\_\_\_  
Councilman Tony Splane, Ward 2

\_\_\_\_\_  
Councilman Tom Storrs, Ward 3

\_\_\_\_\_  
Councilman Keith Wagoner, Ward 4

\_\_\_\_\_  
Councilman Hugh Galbraith, Ward 5

\_\_\_\_\_  
Councilman Rick Lemley, Ward 6

\_\_\_\_\_  
Councilman Brett Sandström, at-large

Attest:

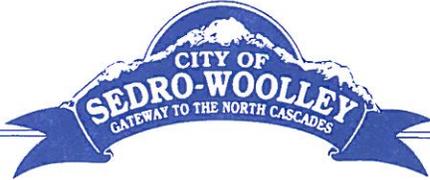
\_\_\_\_\_  
Patsy Nelson, Finance Director

Approved as to form:

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

AUG 28 2013

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



SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

AUG 28 2013

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

***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.*

***OUR MISSION AS A CITY:***

*To provide services and opportunities which create a Community where people choose to live work and play.*

***Critical Goals and Objectives:***

***I. Business, Community & City Partnership.***

- ~~Partner with developers to obtain desired improvements/character.~~ Create atmosphere for businesses and developers to succeed in Sedro-Woolley.
- Partner with Chamber of Commerce, School District & Hospital.
- Partnership for Recreation.
- Revitalize Northern State Property.
- Expand tourism.
- Partner with other Governments & Tribe.

***II. Image/Public Relations.***

- Improve our image.
- Make City Government more user friendly.
- Educate and inform Citizens about the Goals and Vision.
- Develop predictable processes.
- Market our City.
- Establish a Performing Arts Center.

***III. Infrastructure Investments.***

- Improve traffic mobility & safety through city.
- Repair the downtown buildings.
- Fund & construct SR 20 Corridor Freight Mobility & Revitalization Project.
- Complete SR 9 sidewalk improvements.
- ~~Make infrastructure investments.~~ Repair and expand sidewalks in existing neighborhoods.
- Maintain city streets.

- Make targeted investments in infrastructure to support future development.

#### ***IV. Service Productivity & Innovation.***

- Streamline the permitting processes.
- Expand Fire and Police Services.

#### ***V. Promote Economic Development***

- ~~Complete/implement citywide rezone effort~~Create more sources of revenue for city services.
- More property North?/East? – Annex UGH Exp.
- Business recruitment.

#### ***VI. Innovative Recreational Development.***

- Expand recreational opportunities – Parks.
- Parks – Northern State Recreation Area – commence improvements.
- Provide youth activities.

← ..... Formatted: Indent: Left: 0.5"

#### **VII. Quality of Life.**

- Increase police department staffing to effectively combat neighborhood nuisance and petty crime issues.

Emergency Management Council  
Executive Summary

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 28 2013

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

August 21, 2013

Revision of InterLocal Cooperation Agreement for County-Wide Public  
Safety Communications Center

**Background:** The Interlocal Cooperation Agreement for County-Wide Public Safety Communications Center, County Contract No. 04184 dated April 13<sup>th</sup>, 1998 and Amended July 1<sup>st</sup>, 2004 required review and update. This document provided legal and administrative guidance to establish the current Skagit 911 organization. In the past 8 years significant changes have occurred warranting a review of the 24 sections and one Appendix contained in this InterLocal Agreement. The November 7, 2012 EMC approved formation of a Review Board to review the Interlocal Agreement and make recommendations for change. The Review Board was established and met three times. 36 proposed changes were identified and approved for implementation in the current Interlocal Agreement. No changes were recommended for the Appendix.

**Financial Implications:** Cost: TBD

**Discussion:** The Interlocal Review Board met on December 6<sup>th</sup>, 2012, January 7<sup>th</sup>, 2013 and January 15<sup>th</sup>, 2013. 36 proposed changes were recommended by the Board and integrated into a revised Interlocal Agreement. The revised Interlocal Agreement was forwarded to Skagit County legal (Melinda Miller) for review of the Sections on Insurance, Indemnification and Legal Relations, Survival of Indemnity and Waiver. Director King reported to the EMC in the February 6<sup>th</sup>, 2013 meeting that further action on the Interlocal revision was suspended pending review by County legal. Director King met with Skagit County legal representative, Melinda Miller (Skagit County Prosecuting Attorney's Office), Tim Hollaran (County Administrator), Jessica Neill Hoyson (County HR). They stated they would like to delay their review until the pending lawsuits involving Skagit 911 were complete. This was discussed at the May 1<sup>st</sup>, 2013 EMC and the EMC directed the Interlocal Agreement revisions agreed to by the Review Board move forward. The revised Interlocal Agreement incorporating the approved changes is provided for review.

**Agenda Item: III.B.1.**  
**Updates to InterLocal Agreement**

**Recommendation:** Recommend approval of the amended Interlocal Cooperation Agreement for County-Wide Public Safety Communications Center, County Contract No. 04184 dated April 13th, 1998, Amended July 1st, 2004 and Amended August 21<sup>st</sup>, 2013.

**Alternatives:** Continue to suspend approval pending legal review by Skagit County

**Staff Position:** Staff recommends the options as outlined above.

**Advisory Board Position:** Agrees with staff.

**Action Requested:** A motion to approve the recommendations as outlined above.



200508100029

Skagit County Auditor

8/10/2005 Page 1 of 14 9:10AM

**AFTER RECORDING RETURN TO:  
SKAGIT COUNTY BOARD OF COMMISSIONERS  
1800 CONTINENTAL PLACE, SUITE 100  
MOUNT VERNON, WA 98273**

**DOCUMENT TITLE:** AMENDMENT NO. 1 TO THE  
INTERLOCAL COOPERATION AGREEMENT FOR A  
COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS  
CENTER, COUNTY CONTRACT NO. 04184

AMENDED JULY 1, 2004

**DATE SIGNED:**

**GRANTOR:** SKAGIT COUNTY

**GRANTEE:** CITIES

**COUNTY CONTRACT NO.:** SKAGIT COUNTY  
Contract # A20050138

Page 1 of 14

**INTERLOCAL COOPERATION AGREEMENT  
FOR A COUNTYWIDE PUBLIC SAFETY  
COMMUNICATIONS CENTER *April 13, 1998*  
Amended July 1, 2004**

**ORIGINAL**

**WHEREAS.** Chapter 39-34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage and thereby to provide services and facilities in a more efficient and effective manner; and

**WHEREAS,** Skagit County, the Cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley, the Towns of Concrete, Hamilton, La Conner and Lyman have agreed to provide consolidated emergency and public safety communications and records services in order to maximize immediate availability and effectiveness of emergency services to the public at minimum costs: and

**WHEREAS,** to these objectives these agencies will be committing themselves by appropriate legislative action;

**NOW, THEREFORE,** upon approval of each of the agencies recited above, in accordance with RCW 39.34.030, parties to this Agreement agree as follows:

1. Establishment of Skagit 911: A county-wide public safety communications center, called "Skagit Emergency Communications Center", hereinafter referred to as "Skagit 911", is hereby established in order to provide consolidated answering of enhanced 911 telephone calls as outlined in Skagit County's E-911 plan, as amended. Skagit 911 is established within Skagit County for the purpose of rendering countywide enhanced 911 call answering and 911 call transfers and associated dispatch functions, as appropriate.
2. Purpose: Skagit 911 shall provide law enforcement, fire and emergency medical services communications support to the signatories of this Agreement and to

other contract agencies. Skagit 911 shall provide services by radio and/or telephone. Nothing within this Agreement shall relieve the units, entities, or agencies from their responsibilities to provide their own equipment for receiving communications from Skagit 911 and their own equipment for communication between their own personnel. Skagit 911 will also maintain such records and reports as are necessary for the execution of this Agreement. These reports shall include financial, statistical, and operational information and shall be provided to all parties of this Agreement on a monthly basis.

3. Duration/Withdrawal Dissolution: The effective date of this Agreement shall be July 1, 2004. Any agency may withdraw from Skagit 911 by giving written notice by July 1 in any year of its intention to terminate its agreement on December 31 of the same year. Skagit 911 may dissolve effective December 31 of any year by 60% majority vote of all members of the Emergency Management Council.

4. Skagit 911 To Be Managed By The Skagit County Emergency Management Council: Skagit 911 shall be governed by the Skagit County Emergency Management Council, hereinafter referred to as the "Council", that is composed of the following elected officials: Mayor of Anacortes, Mayor of Burlington, Mayor of Concrete, Mayor of Hamilton, Mayor of LaConner, Mayor of Lyman, Mayor of Mount Vernon, Mayor of Sedro-Woolley, and the Board of County Commissioners per County Ordinance #8859 and Interlocal Agreement. For the purpose of governance of Skagit 911, one Mayor may be designated to represent the following towns; Concrete, Hamilton and Lyman, in order to achieve a quorum. The Council shall determine the specific services to be rendered and shall:

- Approve policies and procedures related to the operation of Skagit 911.
- Determine financial responsibility and participating agency costs.
- Approve the Skagit 911 budget.
- Appoint/terminate the Skagit 911 Director.

In the event an EMC member is unable to attend he/she may designate an elected representative in his/her absence.

5. Skagit 911 Director: The Skagit 911 Director shall report to the elected Council presiding officer and be responsible to the Council; shall administer the program and operations consistent with policies adopted by the Council; shall be the Council's financial officer for Skagit 911, with all disbursements to be approved by the Council, and shall be appointed on the basis of his/her technical and administrative competence.
  
6. Personnel Policies: The Council shall establish the personnel policies of Skagit 911. The Council, by a majority vote of the total membership, shall approve the selection, appointment/termination of the Skagit 911 Director. Additional staff positions shall be approved by the Council. Additional and subsequent employees shall be hired and/or terminated by the Skagit 911 Director after examination and selection in a manner approved by the Council.
  
7. The Communications Operations Advisory Board and the Skagit 911 Director will recommend a preliminary budget to the Emergency Management Council. The Council shall consider and give tentative approval to the Skagit 911 annual operational budget prior to September 1 of each year. The Council shall approve the budget by October 1 of each year. Included in the budget will be the appointment of financial participation of those participating agencies for the ensuing year. The allocation of financial responsibility between local governments and agencies for the Skagit 911 operational budget and Skagit 911 capital expenditures, which are used by all services, shall be determined by a formula approved by the Council as stipulated in Appendix "A", attached hereto.

The allocation of financial responsibility between local governments and agencies for service specific capital expenditures shall be funded by the agencies of the specific service that receive the benefit.

All taxes authorized and collected in accordance with RCW 82.14B.03.0 and the

1/10 of one percent sales tax shall be distributed to Skagit 911 to help defray the operational costs of Skagit 911, after reimbursement of transitional costs incurred by member agencies and approved by the Council.

8. Operations Contracting: The Council may contract for the use of space for its operations and for staff and auxiliary services including but not limited to legal, records, payroll, accounting, purchasing, data processing, facilities, equipment and insurance.
  
9. Communications Operations Advisory Board: The Communications Operations Advisory Board shall review the operations of the 911 Center and report with the Director to the Council on operational issues. The Communications Operations Advisory Board shall be composed of:
  - Two Law Enforcement Representatives appointed by the Law Enforcement Technical Committee
  - One Municipal Fire Department Representative appointed by the Fire Technical Committee
  - One County Fire Department Representative appointed by the Fire Technical Committee
  - One Emergency Medical Services Representative appointed by the Skagit Emergency Medical Services Council

The Communications Operations Advisory Board members shall be elected by their respective technical committee. Each board member shall have an equal vote in board decision. The board, at their January meeting, shall elect a Chairperson and Vice-Chairperson from among its members and shall determine the date, time and location of meeting. A minimum of one regular meeting will be held each month. The Communications Operations Advisory Board members shall prepare their evaluation of the Skagit 911 Director in September of each year and that evaluation shall be considered as part of the Council evaluation of the Skagit 911 Director during their annual evaluation process.

10. Technical Committees: There is hereby created three (3) Technical Committees whose duty shall be to develop, review, and recommend all policies, procedures, and regulation with regard to the operation of Skagit 911 and the methods to be used by employees thereof in responding to emergency situations pertaining to each committee's discipline. Each committee's recommendations shall be submitted to the Communications Operations Advisory Board who will review and forward the recommendations to Council for approval.

The selection method for the Fire Technical Committee representatives shall be by appointment as follows: One eastern and one western representative appointed by the Skagit County Fire Commissioner's Association; one representative from the Skagit County Fire Chief's Association; one representative from each of the remaining municipal jurisdictions as listed below:

- Anacortes Fire Department Representative
- Burlington Fire Department Representative
- Concrete Fire Department Representative
- Hamilton Fire Department Representative
- La Conner Fire Department Representative
- Mount Vernon Fire Department Representative
- Sedro-Woolley Fire Department Representative

The selection method for the Emergency Medical Services Technical Committee representatives shall be by appointment with one representative from each of the following as listed below:

- Aero Skagit Emergency Services Representative
- Anacortes Fire Department Medical Representative
- Central Valley Medic One Representative
- County Medical Program Director Representative
- Skagit County EMS Commission Representative

The selection method for the Law Enforcement Technical Committee representatives shall be by appointment with one representative from each of the jurisdictions, as listed below:

- Skagit County Sheriff's Department Representative
- Anacortes Police Department Representative
- Burlington Police Department Representative
- Mount Vernon Police Department Representative
- Sedro-Woolley Police Department Representative
- Swinomish Tribal Police Department Representative
- Upper Skagit Tribal Police Department Representative

The Technical Committees shall offer recommendations to the Communications Operations Advisory Board regarding procedures by which services shall be delivered and implemented. They shall also:

- Elect their own Chairpersons
- Appoint one alternate for each committee to be available to represent an absent respective board member
- Participate in the development and review of all dispatch operating procedures
- Meet on a regular basis
- Discuss issues affecting their service and make recommendations

11. Operational Enhancements: The Skagit 911 Director, with the review, recommendation and assistance of the Communications Operations Advisory Board, shall actively consider and evaluate on a continuing basis those associated cooperative opportunities that will enhance the operational effectiveness of law enforcement, emergency medical services, and fire services and benefit the taxpayers and residents of the area served. The Skagit 911 Director and the Chair of the Communications Operations Advisory Board shall present the recommendations and proposed actions to the Council.

12. Additional Services: The Council shall evaluate and determine the appropriateness of the inclusion of additional communications and dispatching

services for local governments and others when so requested, and shall determine whether and how such services should be provided and the appropriate fees. Approved services shall not include those which detract from the effectiveness of the operations which are primarily intended for the emergency and public safety response objectives of Skagit 911.

13. Equipment: Equipment and furnishings, as needed, and in conformance with the approved budget, shall be acquired by, and title shall rest with Skagit 911. The Skagit 911 Director, at the time of his/her preparation of the proposed budget for the ensuing year, shall provided the Council with a current and complete inventory, with valuations of equipment and furnishings owned by or assigned to Skagit 911.
  
14. Withdrawal/Dissolution: Upon dissolution, the Council shall disburse all funds held by Skagit 911, as well as any funds derived from the sale of any property, to the then participating members of Skagit 911 in proportion to the member's percentage of contribution during the year of dissolution. The E911 equipment and facilities purchased through the state E911 grant would become the property of Skagit County upon dissolution, in as much as the County is held responsible under state law to continue to provide E911 answering services, and the equipment and facilities purchased through the grant are subject to recovery by the state should the county fail to do so. Any party to this Agreement who withdraws as provided in paragraph three (3) shall have no rights to any portion of the Skagit 911 assets by virtue of participation in this Interlocal Agreement.
  
15. Operational Interconnects: Each local government shall retain the responsibility and authority for its operational departments, and for such equipment and services as are required at its place of operation to interconnect to the Skagit 911 operations. Interconnecting equipment and services may be provided for in the Skagit 911 budget and operational program.
  
16. Records Access: Skagit 911 shall bear full responsibility for ensuring that the law

enforcement data communications network and any criminal history records information received by means of such network shall be used solely for the purposes of the due administration of the criminal laws or for the purposes enumerated in RCW 43-43, as now or hereafter amended. Skagit 911 shall establish rules and regulations governing access to, and security for, any criminal justice records information received by means of such network consistent with RCW 43.43. The Law Enforcement Technical Committee shall have the authority to set, and the Council to enforce, priorities and standards for selection and supervision used to process criminal justice information. This Agreement covers the overall supervision of applicable equipment and operation procedures of any criminal history program that may be subsequently designed and implemented by Skagit 911.

17. Filing: As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force, with the City Clerks of the participating cities, the County Auditor, the Secretary of State, and, if found to be necessary, with the State Office of Community Affairs, as provided by RCW 39.34.120.
18. Validity: If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.
19. Authority: This Agreement shall be executed on behalf of each party by its authorized representative, and pursuant to appropriate resolution or ordinance of each participating agency. It shall be deemed adopted upon the date of execution by the last so authorized representative.
20. Amendments: This Agreement may be amended by a 60% majority vote of all members of the Council.
21. Insurance, Indemnification, and Legal Relations: Skagit 911, through its annual budget, shall maintain liability and casualty insurance policies, as the Council shall determine appropriate.

22. Indemnification: The parties to this Agreement are to share excess liability for claims, losses, or liabilities in excess of the adopted budget for the annual period in which the claims arose on the same percentage basis as their relative financial participation for the, budget year in which such claims arose as determined in paragraph seven (7) above.
23. Survival of Indemnity: Any party that withdraws its support from Skagit 911 shall by its participation in any budget year, promised to indemnify and hold harmless the remaining parties from any and all excess liability incurred with respect to the operations of Skagit 911 during the budget year(s) in which the withdrawing entity was a party to the Agreement. Whether or not a particular claim, loss or liability arose during a budget year shall be determined based upon the date on which the incident or incidents occurred which gave rise to such liability. This promise to hold harmless and indemnify shall be limited to the same percentage proportion of liability determined in accordance with the financial participation of the withdrawing entity by paragraph seven (7) above during the budget year in which the liability arose.
24. Waiver: Nothing herein shall be deemed to waive the immunities established pursuant to RCW.38.52.180 et. Seq. not to create third party right or liability.

NOW, THEREFORE, BE IT RESOLVED THAT THIS AGREEMENT FOR AN Interlocal Cooperative Agreement between Skagit County, the Cities of Anacortes, Burlington, Mount Vernon, Sedro Woolley, the Towns of Concrete, Hamilton, La Conner, and Lyman, has been reviewed and is recommended for approval this 1st day of July, 2004.

Date August 8, 2005

BOARD OF COMMISSIONERS SKAGIT  
COUNTY, WASHINGTON

Ted W. Anderson  
TED W. ANDERSON, CHAIRMAN

Don Munks  
DON MUNKS, COMMISSIONER

Kenneth A. Dahlstedt  
KENNETH A. DAHLSTEDT, COMMISSIONER

ATTEST:

Joanne Giesbrecht  
JOANNE GIESBRECHT, CLERK OF THE BOARD

REVIEWED:

BY: Belle Hademas  
RISK MANAGER

APPROVED AS TO FORM ONLY:

BY: John Flowers  
SKAGIT COUNTY DEPUTY PROSECUTING ATTORNEY

**CITY OF ANACORTES:**

ATTEST: \_\_\_\_\_  
City Clerk

H. Dean Madwick  
Mayor

Approved as to form only:  
Jim L. Moore  
City Attorney

8/26/04  
Date

**CITY OF BURLINGTON:**

ATTEST: Richard C. Patenaude  
City Clerk

Roger Jeerdema  
Mayor

Approved as to form only:  
[Signature]  
City Attorney

1-6-05  
Date

**TOWN OF CONCRETE:**

ATTEST: Nancy K. Allen  
City Clerk

Jack R. Billman Jr  
Mayor

Approved as to form only:  
[Signature]  
City Attorney

4/11/05  
Date

**TOWN OF HAMILTON:**

ATTEST: Delilah Sutton  
City Clerk

Todd A. Sut  
Mayor

Approved as to form only:  
\_\_\_\_\_  
City Attorney

7-20-2005  
Date

**TOWN OF LACONNER:**

ATTEST: Debby Malarchick  
City Clerk

Wayne Evertson  
Mayor

Approved as to form only:

BE [Signature]  
City Attorney  
*faen*

11/19/04  
Date

**TOWN OF LYMAN:**

ATTEST: Eileen Wartchow  
City Clerk

[Signature]  
Mayor

Approved as to form only:

[Signature]  
City Attorney

12-6-7-20-2005  
Date

**CITY OF MOUNT VERNON:**

ATTEST: [Signature]  
City Clerk

[Signature]  
Mayor

Approved as to form only:

[Signature]  
City Attorney

12-6-04  
Date

**CITY OF SEDRO-WOOLLEY:**

ATTEST: Christine A. Salser  
City Clerk

[Signature]  
Mayor

Approved as to form only:

[Signature]  
City Attorney

7-28-04  
Date

FORMULA FOR ALLOCATION OF SKAGIT EMERGENCY COMMUNICATIONS  
CENTER (Skagit 911) FINANCIAL RESPONSIBILITY

Financial allocation of the Skagit Emergency Communication Center (Skagit 911)  
Annual Operating Budget shall be determined as set forth below:

1. A draft/preliminary Annual Operating Budget shall be calculated not later than August each year for presentation and recommendation in September to the Emergency Management Council.
2. Call volumes for each participating agency, for the past five years, shall be calculated to arrive at a five-year average Call Volume for each participating agency.
3. The five-year average Call Volume shall be used to determine the particular agency's financial responsibility (allocation) of the projected annual operating budget for the forthcoming year.

Formula:

$$\frac{(\text{Total budget}) - (\text{Sales Tax Collected}) - (\text{E911 Household Tax})}{(\text{Five-Year Average Call Volume})} = \text{Rate Per Call}$$

example:

$$\frac{\$2,000,000 - \$80,000 - \$75,000}{75,000} = \$24.60 \text{ per call}$$

Return address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



201205010086  
Skagit County Auditor

5/1/2012 Page 1 of 2 4:20PM

Document Title:

Amended Appendix A to Amendment No. 1 to the  
Intergovernmental Cooperation Agreement for a County-wide Public Safety  
Communications Center, County Contract No. 04184

Reference Number:

200508100029

Grantor(s):

additional grantor names on page \_\_\_\_.

1. Skagit County

2.

Grantee(s):

additional grantee names on page \_\_\_\_.

1. Cities

2.

Abbreviated legal description:

full legal on page(s) \_\_\_\_.

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_\_.

APPENDIX "A" Modified August 2009

FORMULA FOR ALLOCATION OF SKAGIT EMERGENCY COMMUNICATIONS CENTER (Skagit 911) FINANCIAL RESPONSIBILITY

Financial allocation of the Skagit Emergency Communication Center (Skagit 911) Annual Operating Budget shall be determined as set forth below:

1. A draft/preliminary Annual Operating Budget shall be calculated not later than August each year for presentation and recommendation in September to the Emergency Management Council.
2. Call volumes for each participating agency, for the past five years, shall be calculated to arrive at a five-year average Call Volume for each participating agency.
3. The five-year average Call Volume shall be used to determine the particular agency's financial responsibility (allocation) of the projected annual operating budget for the forthcoming year.

Formula:

$$\frac{(\text{Total budget}) - (*\text{External Funding}) - (\text{Agency Annual Fee})}{(\text{Five-Year Average Call Volume})} = \text{Rate Per Call}$$

\*External Funding includes sales tax, phone tax, state E911 funding, and miscellaneous service contracts.

example:

$$\frac{\$4,440,856 - \$3,813,944 - \$14,000}{97,246} = \$6.30 \text{ per call}$$

4. The per-call rate will include a portion for an equipment replacement reserve fund.
5. The allocation of financial responsibility for participating agencies shall be re-allocated each year.
6. There will be a minimum annual fee of \$500 assessed to each participating agency as determined by the Emergency Management Council.

  
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Skagit County Auditor  
5/1/2012 Page 2 of 2 4:20PM



36 communications from Skagit 911 and their own equipment for communication between their  
37 own personnel. Skagit 911 will also maintain such records and reports as are necessary for  
38 the execution of this Agreement. These reports shall include financial, statistical, and  
39 operational information and shall be provided to all parties of this Agreement on a monthly  
40 basis.

41  
42 3. Duration/Withdrawal Dissolution: The effective date of this Agreement shall be August 21<sup>st</sup>,  
43 2013. Any agency may withdraw from Skagit 911 by giving written notice by July 1 in any year  
44 of its intention to terminate its agreement on December 31 of the same year. Skagit 911 may  
45 dissolve effective December 31 of any year by 60% majority vote of all members of the  
46 Emergency Management Council.

47  
48 4. Skagit 911 To Be Managed By The Skagit County Emergency Management Council: Skagit  
49 911 shall be governed by the Skagit County Emergency Management Council, hereinafter  
50 referred to as the "Council", that is composed of the following elected officials:

- 51 • Mayor of Anacortes
- 52 • Mayor of Burlington
- 53 • Mayor of Concrete
- 54 • Mayor of Hamilton
- 55 • Mayor of LaConner
- 56 • Mayor of Lyman
- 57 • Mayor of Mount Vernon
- 58 • Mayor of Sedro-Woolley
- 59 • Board of County Commissioners

60 The Council shall appoint a Chair and Vice-Chair with a term of one year. The Council shall  
61 meet the first Wednesday of every other month in January, March, May, July, September, and  
62 November. For the purpose of governance of Skagit 911, one Mayor may be designated to  
63 represent the following towns; Concrete, Hamilton and Lyman, in order to achieve a quorum.

64 The Council shall determine the specific services to be rendered and shall:

- 65 ▪ Approve policies related to the operation of Skagit 911.
- 66 ▪ Determine financial responsibility and participating agency costs.
- 67 ▪ Approve the Skagit 911 budget.
- 68 ▪ Appoint/terminate the Skagit 911 Director.

69 In the event an EMC member is unable to attend he/she may designate an elected or non-

70 elected representative in his/her absence.

71

72 5. Skagit 911 Director: The Skagit 911 Director shall report to the elected Council presiding  
73 officer and be responsible to the Council; shall administer the program and operations  
74 consistent with policies adopted by the Council; shall be the Council's financial officer for  
75 Skagit 911, with all disbursements to be approved by the Council, and shall be appointed on  
76 the basis of his/her technical and administrative competence.

77

78 6. Personnel Policies: The Council shall establish the personnel policies of Skagit 911. The  
79 Council, by a majority vote of the total membership, shall approve the selection,  
80 appointment/termination of the Skagit 911 Director. Additional staff positions shall be  
81 approved by the Council. Additional and subsequent employees shall be hired and/or  
82 terminated by the Skagit 911 Director after examination and selection in a manner approved by  
83 the Council.

84

85 7. The Communications Operations Advisory Board and the Skagit 911 Director will recommend  
86 a preliminary budget to the Emergency Management Council. The Council shall consider and  
87 give tentative approval to the Skagit 911 annual operational budget prior to September 30<sup>th</sup> of  
88 each year. The Council shall approve the budget by November 30<sup>th</sup> of each year. Included in  
89 the budget will be the appointment of financial participation of those participating agencies for  
90 the ensuing year. The allocation of financial responsibility between local governments and  
91 agencies for the Skagit 911 operational budget and Skagit 911 capital expenditures, which are  
92 used by all services, shall be determined by a formula approved by the Council as stipulated in  
93 Appendix "A", attached hereto.

94

95 The allocation of financial responsibility between local governments and agencies for service  
96 specific capital expenditures shall be funded by the agencies of the specific service that  
97 receive the benefit.

98

99 All taxes authorized and collected in accordance with RCW 82.14B.030 and the 1/10 of one  
100 percent sales tax shall be distributed to Skagit 911 to help defray the operational costs of  
101 Skagit 911, after reimbursement of transitional costs incurred by member agencies and  
102 approved by the Council.

103

104 8. Operations Contracting: The Council may contract for the use of space for its operations and

105 for staff and auxiliary services including but not limited to legal, records, payroll, accounting,  
106 purchasing, data processing, facilities, equipment and insurance.

- 107
- 108 9. Communications Operations Advisory Board: The Communications Operations Advisory  
109 Board shall review the operations and procedures of the 911 Center and report with the  
110 Director to the Council on operational issues. The Communications Operations Advisory  
111 Board shall be composed of:
- 112 ■ Two Law Enforcement Representatives appointed by the Law Enforcement Technical  
113 Committee
  - 114 ■ One Municipal Fire Department Representative appointed by the Fire Technical  
115 Committee
  - 116 ■ One County Fire Department Representative appointed by the Fire Technical  
117 Committee
  - 118 ■ One Emergency Medical Services Representative appointed by the Skagit Emergency  
119 Medical Services Committee

120

121 The Communications Operations Advisory Board members shall be elected by their  
122 respective technical committee. Each board member shall have an equal vote in board  
123 decision. The board, at their January meeting, shall elect a Chairperson and Vice-  
124 Chairperson from among its members and shall determine the date, time and location of  
125 meeting. A minimum of one regular meeting will be held each month. The  
126 Communications Operations Advisory Board members shall prepare their evaluation of the  
127 Skagit 911 Director in September of each year and that evaluation shall be considered as  
128 part of the Council evaluation of the Skagit 911 Director during their annual evaluation  
129 process.

- 130
- 131 10. Technical Committees: There is hereby created three (3) Technical Committees whose  
132 duty shall be to develop, review, and recommend all policies, procedures, and regulation  
133 with regard to the operation of Skagit 911 and the methods to be used by employees  
134 thereof in responding to emergency situations pertaining to each committee's discipline.  
135 Each committee's recommendations shall be submitted to the Communications Operations  
136 Advisory Board who will review and forward the recommendations to Council for approval.

137

138 The selection method for the Fire Technical Committee representatives shall be by  
139 appointment as follows: One eastern and one western representative appointed by the

140 Skagit County Fire Commissioner's Association; one representative from the Skagit County  
141 Fire Chief's Association; one representative from each of the remaining municipal  
142 jurisdictions as listed below:

- 143 ▪ Anacortes Fire Department Representative
- 144 ▪ Burlington Fire Department Representative
- 145 ▪ Concrete Fire Department Representative
- 146 ▪ Hamilton Fire Department Representative
- 147 ▪ La Conner Fire Department Representative
- 148 ▪ Mount Vernon Fire Department Representative
- 149 ▪ Sedro-Woolley Fire Department Representative

150  
151 The selection method for the Emergency Medical Services Technical Committee  
152 representatives shall be by appointment with one representative from each of the following as  
153 listed below:

- 154 ▪ Aero Skagit Emergency Services Representative
- 155 ▪ Anacortes Fire Department Medical Representative
- 156 ▪ Central Valley Medic One Representative
- 157 ▪ County Medical Program Director Representative
- 158 ▪ Skagit County EMS Commission Representative

159  
160 The selection method for the Law Enforcement Technical Committee representatives shall be  
161 by appointment with one representative from each of the jurisdictions, as listed below:

- 162 ▪ Skagit County Sheriff's Department Representative
- 163 ▪ Anacortes Police Department Representative
- 164 ▪ Burlington Police Department Representative
- 165 ▪ Mount Vernon Police Department Representative
- 166 ▪ Sedro-Woolley Police Department Representative
- 167 ▪ Swinomish Tribal Police Department Representative
- 168 ▪ Upper Skagit Tribal Police Department Representative
- 169 ▪ Sauk-Suiattle Tribal Police Representative

170 The Technical Committees shall offer recommendations to the Communications Operations  
171 Advisory Board regarding procedures by which services shall be delivered and implemented.  
172 They shall also:

- 173 ▪ Elect their own Chairpersons
- 174 ▪ Appoint one alternate for each committee to be available to represent an absent  
175 respective board member

- 176       ▪       Participate in the development and review of all dispatch operating procedures
- 177       ▪       Meet on a regular basis
- 178       ▪       Discuss issues affecting their service and make recommendations

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11. Operational Enhancements: The Skagit 911 Director, with the review, recommendation and assistance of the Communications Operations Advisory Board, shall actively consider and evaluate on a continuing basis those associated cooperative opportunities that will enhance the operational effectiveness of law enforcement, emergency medical services, and fire services and benefit the taxpayers and residents of the area served. The Skagit 911 Director and the Chair of the Communications Operations Advisory Board shall present the recommendations and proposed actions to the Council.

12. Additional Services: The Council shall evaluate and determine the appropriateness of the inclusion of additional communications and dispatching services for local governments and others when so requested, and shall determine whether and how such services should be provided and the appropriate fees. Approved services shall not include those which detract from the effectiveness of the operations which are primarily intended for the emergency and public safety response objectives of Skagit 911.

13. Equipment: Equipment and furnishings, as needed, and in conformance with the approved budget, shall be acquired by, and title shall rest with Skagit 911. The Skagit 911 Director, at the time of his/her preparation of the proposed budget for the ensuing year, shall provide the Council with a current and complete inventory, with valuations of equipment and furnishings owned by or assigned to Skagit 911. The Director shall ensure this includes all emergency communications equipment and infrastructure.

14. Withdrawal/Dissolution: Upon dissolution, the Council shall disburse all funds held by Skagit 911, as well as any funds derived from the sale of any property, to the then participating members of Skagit 911 in proportion to the member's percentage of contribution during the year of dissolution. The E911 equipment and facilities purchased through the state E911 grant would become the property of Skagit County upon dissolution, in as much as the County is held responsible under state law to continue to provide E911 answering services, and the equipment and facilities purchased through the grant are subject to recovery by the state should the county fail to do so. Any party to this Agreement who withdraws as provided in paragraph three (3) shall have no rights to any portion of the Skagit 911 assets by virtue of

211 participation in this Interlocal Agreement.

212

213 15. Operational Interconnects: Each local government shall retain the responsibility and authority  
214 for its operational departments, and for such equipment and services as are required at its  
215 place of operation to interconnect to the Skagit 911 operations. Interconnecting equipment and  
216 services may be provided for in the Skagit 911 budget and operational program. This  
217 equipment and its ownership and maintenance responsibility shall be identified in the inventory  
218 listed in Section 13 of this agreement.

219

220 16. Records Access: Skagit 911 shall bear full responsibility for ensuring that the law enforcement  
221 data communications network and any criminal history records information received by means  
222 of such network shall be used solely for the purposes of the due administration of the criminal  
223 laws or for the purposes enumerated in RCW 43.43, as now or hereafter amended. Skagit  
224 911 shall establish rules and regulations governing access to, and security for, any criminal  
225 justice records information received by means of such network consistent with RCW 43.43.  
226 The Law Enforcement Technical Committee shall have the authority to set, and the Council to  
227 enforce, priorities and standards for selection and supervision used to process criminal justice  
228 information. This Agreement covers the overall supervision of applicable equipment and  
229 operation procedures of any criminal history program that may be subsequently designed and  
230 implemented by Skagit 911

231

232 17. Filing: As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force,  
233 with the City Clerks of the participating cities, the County Auditor, the Secretary of State, and, if  
234 found to be necessary, with the State Office of Community Affairs, as provided by RCW  
235 39.34.040.

236

237 18. Validity: If any section of this Agreement is adjudicated to be invalid, such action shall not  
238 affect the validity of any section not so adjudged.

239

240 19. Authority: This Agreement shall be executed on behalf of each party by its authorized  
241 representative, and pursuant to appropriate resolution or ordinance of each participating  
242 agency. It shall be deemed adopted upon the date of execution by the last so authorized  
243 representative.

244

245 20. Amendments: This Agreement may be amended by a 60% majority vote of all members of the

246 Council.

247

248 21. Insurance, Indemnification, and Legal Relations: Skagit 911, through its annual budget, shall  
249 maintain liability and casualty insurance policies, as the Council shall determine appropriate.

250

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252 or liabilities in excess of the adopted budget for the annual period in which the claims arose on  
253 the same percentage basis as their relative financial participation for the, budget year in which  
254 such claims arose as determined in paragraph seven (7) above.

255

256 23. Survival of Indemnity: Any party that withdraws its support from Skagit 911 shall, by its  
257 participation in any budget year, promise to indemnify and hold harmless the remaining parties  
258 from any and all excess liability incurred with respect to the operations of Skagit 911 during the  
259 budget year(s) in which the withdrawing entity was a party to the Agreement. Whether or not a  
260 particular claim, loss or liability arose during a budget year shall be determined based upon the  
261 date on which the incident or incidents occurred which gave rise to such liability. This promise  
262 to hold harmless and indemnify shall be limited to the same percentage proportion of liability  
263 determined in accordance with the financial participation of the withdrawing entity by  
264 paragraph seven (7) above during the budget year in which the liability arose.

265

266 24. Waiver: Nothing herein shall be deemed to waive the immunities established pursuant to  
267 RCW 38.52.180 et. Seq. not to create third party right or liability.

268

269 NOW, THEREFORE, BE IT RESOLVED THAT THIS AGREEMENT FOR AN Interlocal Cooperative  
270 Agreement between Skagit County, the Cities of Anacortes, Burlington, Mount Vernon. Sedro  
271 Woolley, the Towns of Concrete, Hamilton, La Conner, and Lyman, has been reviewed and is  
272 recommended for approval this 21<sup>st</sup> day of August, 2013.

273

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275 Date \_\_\_\_\_

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BOARD OF COMMISSIONERS SKAGIT COUNTY,  
WASHINGTON

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SHARON DILLION, CHAIRMAN

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RON WESEN, COMMISSIONER

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KENNETH A. DAHLSTEDT, COMMISSIONER

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289 ATTEST:

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\_\_\_\_\_  
CLERK OF THE BOARD

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APPROVED AS TO FORM ONLY:

BY: \_\_\_\_\_  
SKAGIT COUNTY DEPUTY PROSECUTING ATTORNEY

309 **CITY OF ANACORTES:**

310  
311 ATTEST: \_\_\_\_\_  
312 City Clerk

\_\_\_\_\_  
Mayor

313  
314 Approved as to form only:  
315  
316 \_\_\_\_\_  
317 City Attorney

\_\_\_\_\_  
Date

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319  
320 **CITY OF BURLINGTON:**

321  
322 ATTEST: \_\_\_\_\_  
323 City Clerk

\_\_\_\_\_  
Mayor

324  
325 Approved as to form only:  
326  
327 \_\_\_\_\_  
328 City Attorney

\_\_\_\_\_  
Date

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332 **TOWN OF CONCRETE:**

333  
334 ATTEST: \_\_\_\_\_  
335 City Clerk

\_\_\_\_\_  
Mayor

336  
337 Approved as to form only:  
338  
339 \_\_\_\_\_  
340 Town Attorney

\_\_\_\_\_  
Date

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342  
343 **TOWN OF HAMILTON:**

344  
345 ATTEST: \_\_\_\_\_  
346 City Clerk

\_\_\_\_\_  
Mayor

347  
348 Approved as to form only:  
349  
350 \_\_\_\_\_  
351 Town Attorney

\_\_\_\_\_  
Date

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354  
355 **TOWN OF LACONNER:**

356  
357 ATTEST: \_\_\_\_\_  
358 City Clerk

\_\_\_\_\_  
Mayor

359  
360 Approved as to form only:

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\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Date

**TOWN OF LYMAN:**

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form only:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Date

**CITY OF MOUNT VERNON:**

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form only:

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

\_\_\_\_\_  
Date

**CITY OF SEDRO-WOOLLEY:**

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form only:

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

\_\_\_\_\_  
Date