

Next Ord: 1796-14
Next Res: 904-14

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 13, 2014

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar1-77

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 #179722 to #179840 in the amount of \$231,496.92
 - Payroll Checks #58231 to #58251 plus EFT's in the amount of \$264,512.03
- d. Resolution 903-14 Regarding Changes to the By-Laws and Interlocal Agreement to the Cities Insurance Association of Washington (CIAW)
- e. Bingham Park Caretaker Agreement
4. Public Comment.....79

PUBLIC HEARING

5. Possible Adoption by Resolution of the Six-Year Transportation Improvement Program (TIP) 2015-2020.....81-87

UNFINISHED BUSINESS

NEW BUSINESS

6. Ordinance Amending SWMC 12.36 to Address Fees for RV Usage at Riverfront Park and Bingham Park.....89-92

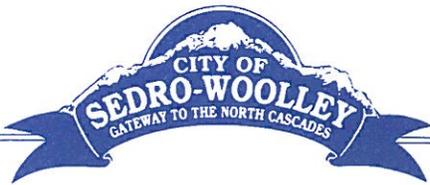
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

AUG 13 2014

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



DATE: August 13, 2014
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 13, 2014 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

 ___ Ward 1 Councilmember Kevin Loy
 ___ Ward 2 Councilmember Germaine Kornegay
 ___ Ward 3 Councilmember Brenda Kinzer
 ___ 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 13 2014

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
July 23, 2014 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Brenda Kinzer, Germaine Kornegay, Keith Wagoner, Hugh Galbraith, Rick Lemley (arrived at 7:01 P.M.) and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, Public Works Director Freiberger, Planning Director Coleman, Asst. Fire Chief Olson and Police Sgt. McIlraith.

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 (Including July 9, 2014 Special Meeting)
- Finance
 - Claim Checks #179615 – 179721 plus EFT's in the amount of \$996,930.22
 - Payroll Checks #58214 to #58230 plus EFT's in the amount of \$219,913.52
- Amendment #1 to Agreement #C20140238 with Skagit County to add a GIS Component for Sewer and Stormwater Mapping Upgrades
- Possible Bid Award – Public Works Agreement No. 2014-PW-19 Police Evidence Garage Repainting Project – 5 Star Services Inc.
- Possible Bid Award – Eterra Power Screen Model No. EPS01-86 – Skid Steer Solutions Inc.

Councilmember Galbraith moved to approve the consent calendar Items A through F. Seconded by Councilmember Wagoner. Motion carried (6-0).

Public Comment

Terri Meins – owner of the Hair Factory at 223 State St. addressed the Council regarding their decision regarding timed parking in the downtown parking lot. She expressed concern with other areas of parking and the condition of the lots. She also addressed the small amount of parking available in front of her business with employees from the Woolley Market parking in front of her business all day.

Mayor Anderson addressed parking needing to be available for customers, wait to see how it works and access the parking after the Woolley Market has been open for a while.

John Diamond – Diamond Plaza Pawn and Diamond Plaza Building, addressed the cross walk to his building with people not wanting to cross it. He noted the number of

businesses in his building. In order to attract business there has to be parking. Diamond also addressed the handicap parking that was removed from the lot.

Councilmember Sandström – addressed the hours of the Woolley Market and noted they have not yet open so it seems too early in the process to see the impact.

Phil Murray – 223 State St. – owner of the Hair Factory Building, spoke of the parking problem, noting the parking lot is full even without the store being open. He presented some suggestions for additional parking with angle parking, ingress/egress so not entering onto State Street and a cross walk in the alley.

Patsy Burke – 286 Klinger St., gave praise to the Police and Fire Departments for their response to a smoke alarm. She also addressed a previous concern for cross walks and stop signs in her neighborhood at F&S Grade Road and Klinger Street. Burke requested the speed wagon be placed in the neighborhood to make people aware of their speed.

Cherrie Carr spoke on behalf of herself and husband Bob Anderson as owners of Hal's Drive In. She presented a history of the parking lot since 1980. She noted the parking lot was originally granted to the Chamber of Commerce. The Chamber then contacted all merchants to help pay into a fund to maintain the parking lot. It was then granted to the City of Sedro-Woolley. She addressed employee parking within the lot in order to free up on street parking for the customers. Carr questioned why the Woolley Market need that many parking spaces and addressed the Council's lack of respect to the existing merchants and they feel like they have been thrown under the bus. The comments were read from a prepared statement with numerous points regarding the parking issues and parking lots.

Judi Fisher – 904 Alderwood Ln. and business owner at the Hair Factory. She noted she has been highly insulted by the Woolley Market with their parking in front of the Hair Factory business. She also addressed the age of her clientele and their need to park near the business.

Discussion ensued regarding limiting parking on State Street, elderly clientele at the Hair Factory and length of appointments; follow up from visits and city business licenses.

Bob Anderson – questioned whether the Woolley Market would be able to use the parking lot for their employees with discussion on the impact of State Street followed.

David Drummond – owner of Oliver & Hammer, spoke of the history of the parking lot. He noted the biggest concern was to get the employees from parking on Main Street. Once the Market is open, time will tell to see what their parking needs will be.

Council discussion ensued regarding the number of handicap parking spaces, reconfiguring parking along State Street, the area in question on State Street not being city owned and funding issues.

Elizabeth Morgan – 1020 Wicker Road, addressed no parking for employees and spoke of parking at the Mount Vernon Co-op.

Elizabeth Fernando – 508 Creek Lane, has heard the issue is more of a personality conflict with the business owner. She suggested business owners, Council and Chamber get together and talk it out.

Julie Buchanan – 21816 Medcalf St, spoke to Council in opposition of the retail marijuana store location at Highway 20.

Mike Joy – 823 Metcalf, noted the Council has brought this on themselves by not notifying business owners. It's always been an operating parking lot with no problem and now going through a growing period.

Discussion ensued regarding parking tickets with appropriate warnings.

UNFINISHED BUSINESS

NEW BUSINESS

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Minor Contracts Approved Under SWMC 2.104.060

ThyssenKrupp Elevator – Contract No. US54593 Maintenance Agreement Addendum

Police Sergeant McIlraith – noted in answer to a question, there is no time frame on Handicap Parking. He also spoke of the process of ticketing but it will consist of several warnings and the emphasis will be to get people educated on the parking rules.

Public Works Director Freiburger – reported on the SR 20/Cook Road Extension project noting there has been some weather delays. He also updated the Council on the upcoming closures and stated that substantial completion is expected around the 1st week of August. Freiburger also provided a Bingham Park update. A Grand Opening will be held sometime in early September for both Bingham Park and the Road Project. He also noted he has been busy writing grant applications.

Councilmember Loy – requested the Code Enforcement Officer inform the owner of the Woolley Market that the parking lot is a community parking lot.

Councilmember Wagoner – spoke on the Army Corps of Engineers proposed solution to the river problem. He noted their solution will greatly impact Sedro-Woolley and encouraged the public to make comment.

EXECUTIVE SESSION

The meeting adjourned to Executive Session at 8:17 P.M. for the purpose of Collective Bargaining under RCW 42.30.140(4) for approximately 30 minutes with a decision anticipated.

The meeting reconvened at 8:27 P.M.

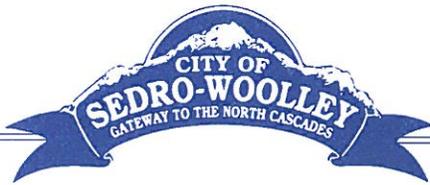
Councilmember Wagoner moved to ratify the agreements between the City of Sedro-Woolley and the Sedro-Woolley Public Safety Guild ending December 31, 2016. Seconded by Councilmember Galbraith. Motion carried (7-0).

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

The meeting adjourned at 8:29 P.M.

AUG 13 2014

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



DATE: August 13, 2014
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 13, 2014.

Motion to approve Claim Checks #179722 to #179840 in the amount of \$231,496.92.

Motion to approve Payroll Checks #58231 to #58251 plus EFT'S in the amount of \$264,512.03.

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.

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

08/13/2014 To: 08/13/2014

Time: 09:58:44 Date: 08/08/2014

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5954	08/13/2014	Claims	2	179722	A Briteway Window Cleaning Service	350.00	
					101 - 576 80 48 016 - City Hall	50.00	
					101 - 576 80 48 016 - City Hall	300.00	
5955	08/13/2014	Claims	2	179723	A WorkSAFE Service, Inc.	156.00	
					001 - 521 20 41 001 - Professional Services	104.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	52.00	
5956	08/13/2014	Claims	2	179724	AT & T	144.04	
					001 - 512 50 42 020 - Telephone	0.72	
					001 - 513 10 42 020 - Telephone	0.72	
					001 - 514 23 42 020 - Telephone	24.49	
					001 - 515 30 42 001 - Telephone	4.32	
					001 - 518 80 42 020 - Telephone	1.44	
					001 - 521 20 42 020 - Telephone	50.41	
					001 - 522 20 42 020 - Telephone	10.08	
					001 - 524 20 42 020 - Telephone	1.44	
					401 - 535 80 42 020 - Telephone	1.44	
					412 - 537 80 42 020 - Telephone	21.62	
					001 - 558 60 42 020 - Telephone	7.20	
					105 - 572 20 42 020 - Telephone	2.88	
					001 - 595 10 42 020 - Telephone	17.28	
5957	08/13/2014	Claims	2	179725	Debra Allen	50.00	
					401 - 535 80 28 000 - Wellness	50.00	
5958	08/13/2014	Claims	2	179726	Aramark Uniform Services	38.52	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.23	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
5959	08/13/2014	Claims	2	179727	Assoc Petroleum Products	7,706.59	
					001 - 518 20 32 000 - Auto Fuel	128.87	
					001 - 518 20 32 000 - Auto Fuel	113.20	
					001 - 521 20 32 000 - Auto Fuel	1,585.20	
					001 - 522 20 32 000 - Auto Fuel/Diesel	994.37	
					001 - 523 20 32 000 - Auto Fuel	77.27	
					401 - 535 80 32 000 - Auto Fuel/Diesel	239.03	
					401 - 535 80 32 000 - Auto Fuel/Diesel	109.33	
					102 - 536 20 32 000 - Auto Fuel/SDiesel	105.88	
					412 - 537 80 32 000 - Auto Fuel/Diesel	2,636.75	
					412 - 537 80 32 000 - Auto Fuel/Diesel	11.90	
					412 - 537 80 32 000 - Auto Fuel/Diesel	175.39	
					103 - 542 30 32 000 - Auto Fuel/Diesel	469.09	
					103 - 542 30 32 000 - Auto Fuel/Diesel	270.78	
					103 - 542 30 32 000 - Auto Fuel/Diesel	14.42	
					103 - 542 30 32 000 - Auto Fuel/Diesel	273.05	
					101 - 576 80 32 000 - Auto Fuel/Diesel	415.14	
					101 - 576 80 32 000 - Auto Fuel/Diesel	86.92	
5960	08/13/2014	Claims	2	179728	Backstrom Curb & Sidewalk, Inc	34,563.27	
					101 - 594 76 61 001 - Bingham Park	31,309.35	
					101 - 594 76 61 001 - Bingham Park	3,253.92	
5961	08/13/2014	Claims	2	179729	Bay City Supply	1,209.67	
					401 - 535 80 31 010 - Operating Supplies	222.52	
					401 - 535 80 31 010 - Operating Supplies	129.27	
					101 - 576 80 31 006 - Operating Sup - City Hall	96.57	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 31 006		Operating Sup - City Hall	308.14	
			101 - 576 80 31 006		Operating Sup - City Hall	287.71	
			101 - 576 80 31 006		Operating Sup - City Hall	165.46	
5962	08/13/2014	Claims	2	179730	Birch Equipment Co Inc	2,725.52	
			101 - 594 76 61 001		Bingham Park	2,725.52	
5963	08/13/2014	Claims	2	179731	Blumenthal Uniform & Equip	2,511.53	
			001 - 521 20 26 000		Uniforms/Accessories	143.93	
			001 - 521 20 26 000		Uniforms/Accessories	265.72	
			001 - 521 20 26 000		Uniforms/Accessories	661.54	
			001 - 521 20 26 000		Uniforms/Accessories	144.83	
			001 - 521 20 26 000		Uniforms/Accessories	412.06	
			001 - 521 20 26 000		Uniforms/Accessories	228.39	
			001 - 521 20 26 000		Uniforms/Accessories	553.72	
			001 - 521 20 26 000		Uniforms/Accessories	101.34	
5964	08/13/2014	Claims	2	179732	Boulder Park Inc	5,061.56	
			401 - 535 80 35 020		Solids Handling	5,061.56	
5965	08/13/2014	Claims	2	179733	Brat Wear	144.85	
			001 - 521 20 26 000		Uniforms/Accessories	144.85	
5966	08/13/2014	Claims	2	179734	Brim Tractor Company Inc	87.14	
			103 - 542 30 48 010		Repair/Maintenance-Equip	87.14	
5967	08/13/2014	Claims	2	179735	CDW Government Inc	1,622.35	
			001 - 594 21 64 000		Machinery & Equipment	1,622.35	
5968	08/13/2014	Claims	2	179736	CPI Plumbing & Heating	993.97	
			101 - 576 80 48 006		Memorial Park	949.62	
			101 - 576 80 48 009		Hammer Square	44.35	
5969	08/13/2014	Claims	2	179737	Capital One Commercial	836.17	
			001 - 517 90 43 001		Employee Recognition	65.79	
			001 - 517 90 43 002		Employee Wellness (meals)	309.00	
			001 - 517 90 43 002		Employee Wellness (meals)	71.39	
			001 - 522 20 31 000		Operating Supplies	389.99	
5970	08/13/2014	Claims	2	179738	Carl's Towing Inc	193.13	
			001 - 521 20 41 001		Professional Services	193.13	
5971	08/13/2014	Claims	2	179739	Cascade Natural Gas Corp	389.46	
			001 - 521 20 47 000		Public Utilities	10.60	
			001 - 522 50 47 000		Public Utilities	33.36	
			401 - 535 80 47 000		Public Utilities	43.18	
			412 - 537 80 47 000		Public Utilities	10.60	
			103 - 542 63 47 000		Public Utilities	10.60	
			103 - 542 63 47 000		Public Utilities	3.75	
			105 - 572 20 47 000		Public Utilities	11.55	
			101 - 576 80 47 010		Community Center	14.39	
			101 - 576 80 47 020		Senior Center	29.56	
			101 - 576 80 47 050		Hammer Square	15.35	
			101 - 576 80 47 052		Bingham Caretaker	8.75	
			101 - 576 80 47 052		Bingham Caretaker	17.24	
			101 - 576 80 47 070		City Hall	180.53	
5972	08/13/2014	Claims	2	179740	Cities Insurance Assoc	985.11	
			401 - 535 50 48 010		Maintenance Of Lines	985.11	
5973	08/13/2014	Claims	2	179741	Clear Lawn Maintenance Services	359.04	
			101 - 576 80 31 006		Operating Sup - City Hall	359.04	
5974	08/13/2014	Claims	2	179742	Collins Office Supply Inc	37.32	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 511 60 31 000		- Supplies	16.45	
			001 - 514 23 31 000		- Supplies	8.57	
			001 - 521 20 31 002		- Office/Operating Supplies	12.30	
5975	08/13/2014	Claims	2	179743	Comcast	140.70	
			001 - 518 80 42 021		- Internet Services	140.70	
5976	08/13/2014	Claims	2	179744	Concrete Nor'west Inc	275.84	
			425 - 531 50 48 000		- Repairs/Maintenance	216.53	
			103 - 542 30 48 000		- Repair/Maint-Streets	59.31	
5977	08/13/2014	Claims	2	179745	Correctional Industries	52.17	
			001 - 595 10 31 000		- Supplies	52.17	
5978	08/13/2014	Claims	2	179746	Costco Membership	110.00	
			001 - 514 23 49 010		- Misc-Dues/Subscriptions	36.66	
			001 - 521 20 49 010		- Dues/Subscriptions	36.67	
			001 - 522 20 49 010		- Misc-Dues	36.67	
5979	08/13/2014	Claims	2	179747	Creelman & Shilling (Drs)	110.00	
			001 - 521 20 41 001		- Professional Services	110.00	
5980	08/13/2014	Claims	2	179748	Discover Magazine	59.95	
			105 - 594 72 64 000		- Books & Materials	59.95	
5981	08/13/2014	Claims	2	179749	Dwayne Lane's North Cascade Ford	1,610.53	
			001 - 521 20 48 010		- Repair & Maint - Auto	45.22	
			001 - 521 20 48 010		- Repair & Maint - Auto	288.33	
			001 - 521 20 48 010		- Repair & Maint - Auto	404.16	
			001 - 521 20 48 010		- Repair & Maint - Auto	186.22	
			001 - 521 20 48 010		- Repair & Maint - Auto	45.41	
			001 - 522 20 48 000		- Repairs/Maint-Equip	641.19	
5982	08/13/2014	Claims	2	179750	Economy Fence Center	260.40	
			425 - 531 50 48 000		- Repairs/Maintenance	260.40	
5983	08/13/2014	Claims	2	179751	Edge Analytical Inc	664.00	
			401 - 535 80 31 000		- Office Supplies	129.00	
			401 - 535 80 41 000		- Professional Services	35.00	
			401 - 535 80 41 000		- Professional Services	465.00	
			401 - 535 80 41 000		- Professional Services	35.00	
5984	08/13/2014	Claims	2	179752	Enterprise Office Systems	68.97	
			001 - 521 20 31 002		- Office/Operating Supplies	61.82	
			001 - 521 20 31 002		- Office/Operating Supplies	7.15	
5985	08/13/2014	Claims	2	179753	Fastenal Company	655.08	
			401 - 535 80 31 010		- Operating Supplies	42.28	
			401 - 535 80 35 010		- Safety Equipment	56.83	
			412 - 537 80 31 000		- Operating Supplies	14.64	
			412 - 537 80 31 000		- Operating Supplies	377.81	
			103 - 542 30 31 000		- Operating Supplies	50.24	
			401 - 594 35 64 001		- Portable Equipment	113.28	
5986	08/13/2014	Claims	2	179754	Federal Certified Hearing	20.00	
			001 - 521 20 41 001		- Professional Services	20.00	
5987	08/13/2014	Claims	2	179755	Federal Express Corp	22.45	
			104 - 595 10 63 040		- Eng-SR9 Jameson	22.45	
5988	08/13/2014	Claims	2	179756	Frontier	1,777.32	
			001 - 512 50 42 020		- Telephone	39.54	
			001 - 513 10 42 020		- Telephone	59.31	
			001 - 514 23 42 020		- Telephone	59.31	

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			001 - 515 30 42 001 - Telephone			26.36	
			001 - 518 80 42 020 - Telephone			19.77	
			001 - 521 20 42 020 - Telephone			198.66	
			001 - 521 20 42 020 - Telephone			60.92	
			001 - 521 20 42 020 - Telephone			51.86	
			001 - 522 20 42 020 - Telephone			72.49	
			001 - 522 20 42 020 - Telephone			143.12	
			001 - 524 20 42 020 - Telephone			19.77	
			401 - 535 80 42 020 - Telephone			52.72	
			401 - 535 80 42 020 - Telephone			238.11	
			102 - 536 20 42 020 - Telephone			74.77	
			412 - 537 80 42 020 - Telephone			26.36	
			412 - 537 80 42 020 - Telephone			92.97	
			103 - 542 30 42 020 - Telephone			6.59	
			001 - 558 60 42 020 - Telephone			19.77	
			105 - 572 20 42 020 - Telephone			32.95	
			105 - 572 20 42 020 - Telephone			145.09	
			101 - 576 80 42 020 - Telephone			13.18	
			101 - 576 80 47 010 - Community Center			91.43	
			101 - 576 80 47 070 - City Hall			64.30	
			101 - 576 80 47 070 - City Hall			121.84	
			001 - 595 10 42 020 - Telephone			46.13	
5989	08/13/2014	Claims	2	179757	General Fire Apparatus	652.63	
					001 - 522 20 48 000 - Repairs/Maint-Equip	652.63	
5990	08/13/2014	Claims	2	179758	Generator Services NW	809.69	
					401 - 535 50 48 050 - Maint Of General Equip	809.69	
5991	08/13/2014	Claims	2	179759	Great America Financial Svcs	125.69	
					105 - 572 20 48 020 - Repair/Maintenance-Equip	125.69	
5992	08/13/2014	Claims	2	179760	Guardian NW Title & Escrow	325.50	
					109 - 594 21 64 109 - Equipment	325.50	
5993	08/13/2014	Claims	2	179761	HB Jaeger Co LLC	1,200.45	
					425 - 531 50 48 000 - Repairs/Maintenance	8.35	
					425 - 531 50 48 000 - Repairs/Maintenance	949.95	
					401 - 535 50 48 010 - Maintenance Of Lines	242.15	
5994	08/13/2014	Claims	2	179762	Kerig Holmberg	238.69	
					001 - 521 20 26 000 - Uniforms/Accessories	238.69	
5995	08/13/2014	Claims	2	179763	Carl Holttum	30.00	
					101 - 362 40 10 000 - Space/Facility Rent-RV Park	-30.00	
5996	08/13/2014	Claims	2	179764	Honey Bucket	75.00	
					101 - 576 80 47 090 - Portable Toilets	75.00	
5997	08/13/2014	Claims	2	179765	Ingram Library Services	194.09	
					105 - 594 72 64 000 - Books & Materials	194.09	
5998	08/13/2014	Claims	2	179766	JP Morgan Chase	1,090.50	Refund Inactive Customer Credit Balance Rouw, Jill & Marinus (121 N. Reed St.)
					001 - 316 49 37 000 - Utility Tax On Solid Waste	-10.52	
					412 - 343 73 00 000 - Curbside Recycling Fee	7.50	
					412 - 343 74 00 000 - Equipment Rental	-1,090.50	
					412 - 343 75 00 000 - Fuel Surcharge	3.02	
5999	08/13/2014	Claims	2	179767	Janicki Logging Co	50.00	
					101 - 362 40 20 000 - Space/Facility Rent-Riverfron	-50.00	
6000	08/13/2014	Claims	2	179768	Joys Bakery & Cafe	219.71	
					001 - 517 90 43 002 - Employee Wellness (meals)	219.71	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6001	08/13/2014	Claims	2	179769	KCDA Purchasing Cooperative	61.34	
					001 - 521 20 31 002 - Office/Operating Supplies	30.67	
					001 - 521 20 31 002 - Office/Operating Supplies	30.67	
6002	08/13/2014	Claims	2	179770	Kroesen's Inc	648.25	
					001 - 522 20 26 000 - Uniforms	122.57	
					001 - 522 20 26 000 - Uniforms	17.25	
					001 - 522 20 26 000 - Uniforms	149.26	
					001 - 522 20 26 000 - Uniforms	149.26	
					001 - 522 20 26 000 - Uniforms	149.26	
					001 - 522 20 26 000 - Uniforms	60.65	
6003	08/13/2014	Claims	2	179771	L N Curtis & Sons	380.81	
					001 - 522 20 31 000 - Operating Supplies	380.81	
6004	08/13/2014	Claims	2	179772	Lakeside Industries	5,778.94	
					103 - 542 30 48 000 - Repair/Maint-Streets	193.41	
					102 - 595 30 63 000 - Roadway Repairs	5,585.53	
6005	08/13/2014	Claims	2	179773	Language Exch Inc (The)	116.00	
					001 - 512 50 41 040 - Language Interpreter	116.00	
6006	08/13/2014	Claims	2	179774	Rhonda Lasley	1,022.48	
					001 - 521 20 26 020 - Ballistic Vests	957.41	
					001 - 521 20 31 002 - Office/Operating Supplies	65.07	
6007	08/13/2014	Claims	2	179775	Library Store Inc	299.23	
					105 - 572 20 31 010 - Supplies	299.23	
6008	08/13/2014	Claims	2	179776	Martin Marietta Materials	1,080.84	
					103 - 542 30 48 000 - Repair/Maint-Streets	540.07	
					103 - 542 30 48 000 - Repair/Maint-Streets	180.10	
					103 - 542 30 48 000 - Repair/Maint-Streets	360.67	
6009	08/13/2014	Claims	2	179777	Rita Martin	17.35	
					101 - 576 80 31 001 - Operating Sup - Riverfront	17.35	
6010	08/13/2014	Claims	2	179778	McLoughlin & Eardley Corp	3,988.27	
					001 - 521 20 48 010 - Repair & Maint - Auto	16.00	
					501 - 594 21 64 501 - Vehicles - Public Safety	438.04	
					501 - 594 21 64 501 - Vehicles - Public Safety	300.84	
					501 - 594 21 64 501 - Vehicles - Public Safety	1,027.50	
					501 - 594 21 64 501 - Vehicles - Public Safety	2,205.89	
6011	08/13/2014	Claims	2	179779	McNeill Polygraph & Inves	700.00	
					001 - 521 20 41 001 - Professional Services	175.00	
					001 - 521 20 41 001 - Professional Services	175.00	
					001 - 521 20 41 001 - Professional Services	350.00	
6012	08/13/2014	Claims	2	179780	Mid-American Research Chem	876.68	
					401 - 535 80 31 010 - Operating Supplies	396.46	
					412 - 537 80 31 000 - Operating Supplies	480.22	
6013	08/13/2014	Claims	2	179781	Municipal Emergency Services Inc	105.59	
					001 - 522 20 26 000 - Uniforms	105.59	
6014	08/13/2014	Claims	2	179782	NW Communications Inc.	116.64	
					001 - 522 20 31 000 - Operating Supplies	116.64	
6015	08/13/2014	Claims	2	179783	National Hose Testing	3,185.50	
					001 - 522 20 48 000 - Repairs/Maint-Equip	3,185.50	
6016	08/13/2014	Claims	2	179784	Teresa Nesheim	21.18	
					001 - 517 90 43 002 - Employee Wellness (meals)	21.18	

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6017	08/13/2014	Claims	2	179785	Newman Signs Inc	609.13	
					103 - 542 64 31 004 - Street Sign Materials	609.13	
6018	08/13/2014	Claims	2	179786	North Hill Resources Inc	462.21	
					101 - 594 76 61 001 - Bingham Park	462.21	
6019	08/13/2014	Claims	2	179787	Northstar Chemical Inc	886.98	
					401 - 535 80 35 020 - Solids Handling	886.98	
6020	08/13/2014	Claims	2	179788	OMWBE	100.00	
					001 - 595 10 49 000 - Dues/Memberships	100.00	
6021	08/13/2014	Claims	2	179789	Office Depot	82.26	
					001 - 524 20 31 000 - Off/Oper Supps & Books	8.10	
					001 - 524 20 31 000 - Off/Oper Supps & Books	19.32	
					001 - 558 60 31 000 - Supplies/Books	8.10	
					001 - 558 60 31 000 - Supplies/Books	19.33	
					001 - 595 10 31 000 - Supplies	8.09	
					001 - 595 10 31 000 - Supplies	19.32	
6022	08/13/2014	Claims	2	179790	Oliver-Hammer Clothes	8.66	
					001 - 523 20 31 000 - Office/Operating Supplies	8.66	
6023	08/13/2014	Claims	2	179791	Pat Rimmer Tire Ctr Inc	630.97	
					412 - 537 50 48 000 - Repairs/maint-equip	192.13	
					412 - 537 80 31 000 - Operating Supplies	8.09	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	78.12	
					101 - 576 80 48 000 - Repairs/Maintenance	104.16	
					101 - 576 80 48 021 - Equipment	248.47	
6024	08/13/2014	Claims	2	179792	Petty Cash-Debra Peterson	93.74	
					105 - 572 20 31 010 - Supplies	11.17	
					105 - 572 20 34 000 - Summer Reading Program	82.00	
					105 - 572 20 42 010 - Postage	0.57	
6025	08/13/2014	Claims	2	179793	Public Safety Testing	200.00	
					001 - 521 10 41 000 - Professional Services	200.00	
6026	08/13/2014	Claims	2	179794	Public Utility Dis No1	2,007.13	
					001 - 521 20 47 000 - Public Utilities	20.80	
					401 - 535 80 47 000 - Public Utilities	307.26	
					102 - 536 20 47 000 - Public Utilities	51.31	
					412 - 537 80 47 000 - Public Utilities	40.63	
					103 - 542 63 47 000 - Public Utilities	74.33	
					105 - 572 20 47 000 - Public Utilities	27.58	
					101 - 576 80 47 000 - Riverfront	348.65	
					101 - 576 80 47 040 - Train	20.80	
					101 - 576 80 47 050 - Hammer Square	115.21	
					101 - 576 80 47 051 - Bingham / Memorial	400.57	
					101 - 576 80 47 053 - Other Utilities	37.24	
					101 - 576 80 47 070 - City Hall	562.75	
6027	08/13/2014	Claims	2	179795	Puget Sound Energy	14,140.66	
					001 - 521 20 47 000 - Public Utilities	17.80	
					001 - 522 50 47 000 - Public Utilities	48.10	
					425 - 531 50 47 000 - Public Utilities	89.29	
					401 - 535 80 47 000 - Public Utilities	9,219.45	
					102 - 536 20 47 000 - Public Utilities	44.71	
					412 - 537 80 47 000 - Public Utilities	99.16	
					103 - 542 63 47 000 - Public Utilities	63.07	
					103 - 542 63 47 000 - Public Utilities	8.12	
					103 - 542 63 47 000 - Public Utilities	118.39	
					103 - 542 63 47 000 - Public Utilities	181.75	
					108 - 557 30 41 000 - Advertising	42.73	

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			105 - 572 20 47 000		Public Utilities	287.85	
			101 - 576 80 47 000		Riverfront	660.88	
			101 - 576 80 47 010		Community Center	105.11	
			101 - 576 80 47 020		Senior Center	459.70	
			101 - 576 80 47 040		Train	25.54	
			101 - 576 80 47 050		Hammer Square	160.81	
			101 - 576 80 47 051		Bingham / Memorial	10.81	
			101 - 576 80 47 052		Bingham Caretaker	57.28	
			101 - 576 80 47 052		Bingham Caretaker	18.94	
			101 - 576 80 47 053		Other Utilities	11.80	
			101 - 576 80 47 070		City Hall	2,409.37	
6028	08/13/2014	Claims	2	179796	Reminisce		15.00
			105 - 594 72 64 000		Books & Materials	15.00	
6029	08/13/2014	Claims	2	179797	Rene's World		13.00
			001 - 521 20 26 000		Uniforms/Accessories	13.00	
6030	08/13/2014	Claims	2	179798	Ricoh USA Inc		317.52
			001 - 521 20 48 000		Repairs & Maintenance	75.95	
			001 - 521 20 48 000		Repairs & Maintenance	82.81	
			001 - 522 20 45 000		Equipment Lease	75.95	
			001 - 522 20 48 000		Repairs/Maint-Equip	82.81	
6031	08/13/2014	Claims	2	179799	Rodda Paint Co		335.72
			103 - 542 30 35 000		Small Tools/Minor Equip	265.07	
			103 - 542 30 35 000		Small Tools/Minor Equip	1.12	
			103 - 542 30 35 000		Small Tools/Minor Equip	69.53	
6032	08/13/2014	Claims	2	179800	Kevin Rogerson		250.00
			001 - 512 50 41 000		Professional Services	250.00	
6033	08/13/2014	Claims	2	179801	SK Valley Bark & Topsoil Inc		677.04
			101 - 594 76 61 001		Bingham Park	677.04	
6034	08/13/2014	Claims	2	179802	Scientific Supply		620.32
			401 - 535 80 31 010		Operating Supplies	215.51	
			401 - 535 80 31 010		Operating Supplies	404.81	
6035	08/13/2014	Claims	2	179803	Secretary Of State		5.80
			105 - 572 20 42 025		Internet	5.80	
6036	08/13/2014	Claims	2	179804	Sedgwick CMS		1,402.81
			001 - 511 60 21 001		Industrial Insurance	1.56	
			001 - 512 50 21 001		Industrial Insurance	3.09	
			001 - 513 10 21 001		Industrial Insurance	2.73	
			001 - 514 23 21 001		Industrial Insurance	4.46	
			001 - 515 30 21 001		Industrial Insurance	0.77	
			001 - 518 80 21 001		Industrial Insurance	2.85	
			001 - 521 10 21 001		Industrial Insurance	10.28	
			001 - 521 20 21 001		Industrial Insurance	369.96	
			001 - 522 20 21 001		Industrial Insurance	249.91	
			001 - 524 20 21 001		Industrial Insurance	1.37	
			425 - 531 50 21 001		Industrial Insurance	75.95	
			401 - 535 80 21 001		Industrial Insurance	245.57	
			102 - 536 20 21 001		Industrial Insurance	30.43	
			412 - 537 80 21 001		Industrial Insurance	153.93	
			103 - 542 30 21 001		Industrial Insurance	80.17	
			103 - 543 30 21 001		Industrial Insurance	0.86	
			501 - 548 30 21 001		Industrial Insurance	27.35	
			001 - 558 60 21 001		Industrial Insurance	5.17	
			105 - 572 20 21 001		Industrial Insurance	17.89	
			101 - 576 80 21 001		Industrial Insurance	107.22	
			001 - 595 10 21 001		Industrial Insurance	11.29	

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6037	08/13/2014	Claims	2	179805	Sedro-Woolley Auto Parts	650.80	
					425 - 531 50 48 000 - Repairs/Maintenance	8.59	
					401 - 535 50 48 020 - Maint Of Pumping Equip	9.29	
					412 - 537 50 48 000 - Repairs/maint-equip	27.60	
					412 - 537 50 48 000 - Repairs/maint-equip	17.67	
					412 - 537 50 48 000 - Repairs/maint-equip	276.60	
					412 - 537 50 48 000 - Repairs/maint-equip	56.07	
					412 - 537 80 31 000 - Operating Supplies	72.14	
					412 - 537 80 31 000 - Operating Supplies	14.77	
					103 - 542 30 31 000 - Operating Supplies	14.09	
					103 - 542 30 35 000 - Small Tools/Minor Equip	81.83	
					103 - 542 30 35 000 - Small Tools/Minor Equip	21.04	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	11.83	
					101 - 576 80 48 016 - City Hall	39.28	
6038	08/13/2014	Claims	2	179806	Sedro-Woolley Volunteer	12,946.00	
					001 - 522 20 11 010 - Salaries-Volunteers	12,946.00	
6039	08/13/2014	Claims	2	179807	Sjostrom Law Office	1,419.00	
					425 - 531 50 31 000 - Operating Supplies	56.76	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	922.35	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	439.89	
6040	08/13/2014	Claims	2	179808	Skagit Co Dist Court	950.00	
					001 - 512 50 51 000 - Municipal Court Prob.	950.00	
6041	08/13/2014	Claims	2	179809	Skagit Co District Court	1,169.00	
					001 - 512 50 51 001 - District Court Surcharge	1,169.00	
6042	08/13/2014	Claims	2	179810	Skagit Co Public Works	39,402.32	
					412 - 537 60 47 000 - Solid Waste Disposal	39,402.32	
6071	08/13/2014	Claims	2	179811	Zoll Medical Corporation GPO	209.19	
					001 - 522 20 31 000 - Operating Supplies	209.19	
6044	08/13/2014	Claims	2	179812	Skagit County Auditor	384.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	192.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	192.00	
6045	08/13/2014	Claims	2	179813	Skagit County Sheriff Office	1,218.22	
					001 - 523 60 51 010 - Prisoner Transport	1,218.22	
6046	08/13/2014	Claims	2	179814	Skagit County Treasurer	32,117.59	
					001 - 523 60 51 020 - Jail Sales Tax Pass Through 2	32,025.73	
					001 - 586 00 00 001 - Crime Victim & Witnss Prog	91.86	
6047	08/13/2014	Claims	2	179815	Skagit Publishing	266.51	
					001 - 558 60 41 010 - Advertising	46.13	
					001 - 558 60 41 011 - Advertising Reimbuseable	220.38	
6048	08/13/2014	Claims	2	179816	Skagit Valley Genealogy Society	87.00	
					102 - 536 20 31 000 - Office Supplies	87.00	
6049	08/13/2014	Claims	2	179817	Smiley's Inc	300.79	
					412 - 537 80 34 000 - Containers	300.79	
6050	08/13/2014	Claims	2	179818	Heather Sorsdal	154.96	
					001 - 521 20 26 000 - Uniforms/Accessories	154.96	
6051	08/13/2014	Claims	2	179819	Sports Illustrated	166.32	
					105 - 594 72 64 000 - Books & Materials	166.32	
6052	08/13/2014	Claims	2	179820	Staples Business Advantage	432.43	
					001 - 514 23 31 000 - Supplies	103.28	
					001 - 521 20 31 002 - Office/Operating Supplies	129.85	

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			001 - 521 20 31 002		Office/Operating Supplies	61.54	
			401 - 535 80 31 000		Office Supplies	123.34	
			401 - 535 80 41 000		Professional Services	14.42	
6053	08/13/2014	Claims	2	179821	Stowes		184.41
			001 - 521 20 26 000		Uniforms/Accessories	184.41	
6054	08/13/2014	Claims	2	179822	Summit Law Group		135.00
			112 - 515 30 41 112		Legal Services	135.00	
6055	08/13/2014	Claims	2	179823	T&T - Lautenbach Industries Inc		361.53
			412 - 537 80 41 000		Professional Services	361.53	
6056	08/13/2014	Claims	2	179824	Treatment Equipment Co		2,495.50
			401 - 535 50 48 050		Maint Of General Equip	2,495.50	
6057	08/13/2014	Claims	2	179825	True Value		375.92
			001 - 521 20 48 010		Repair & Maint - Auto	5.40	
			001 - 521 20 48 010		Repair & Maint - Auto	9.52	
			001 - 523 20 31 000		Office/Operating Supplies	1.06	
			001 - 523 20 31 000		Office/Operating Supplies	15.27	
			401 - 535 50 48 010		Maintenance Of Lines	19.52	
			401 - 535 80 31 010		Operating Supplies	34.67	
			401 - 535 80 31 010		Operating Supplies	3.57	
			401 - 535 80 31 010		Operating Supplies	57.49	
			401 - 535 80 31 010		Operating Supplies	52.69	
			401 - 535 80 31 010		Operating Supplies	11.36	
			401 - 535 80 31 010		Operating Supplies	5.14	
			401 - 535 80 31 010		Operating Supplies	7.58	
			401 - 535 80 31 010		Operating Supplies	72.26	
			412 - 537 80 31 000		Operating Supplies	24.77	
			103 - 542 30 31 000		Operating Supplies	4.12	
			103 - 542 30 31 000		Operating Supplies	5.96	
			101 - 576 80 31 003		Operating Sup - Parks Shop	29.28	
			101 - 576 80 48 004		Community Center	16.26	
6058	08/13/2014	Claims	2	179826	William L Tucker		1,500.00
			109 - 521 21 49 010		Informant Information	1,500.00	
6059	08/13/2014	Claims	2	179827	Valley Auto Supply		26.43
			412 - 537 80 31 000		Operating Supplies	26.43	
6060	08/13/2014	Claims	2	179828	Van's Equipment Rent Inc		376.99
			425 - 531 50 48 000		Repairs/Maintenance	376.99	
6061	08/13/2014	Claims	2	179829	Robert Vanderlinden		50.00
			001 - 524 20 41 000		Professional Services	50.00	
6062	08/13/2014	Claims	2	179830	Verizon Wireless		1,891.67
			001 - 513 10 42 020		Telephone	46.59	
			001 - 514 23 42 020		Telephone	46.59	
			001 - 515 30 42 001		Telephone	46.59	
			001 - 518 80 42 020		Telephone	58.25	
			001 - 521 20 42 020		Telephone	349.44	
			001 - 521 20 42 020		Telephone	108.96	
			001 - 521 20 42 020		Telephone	440.11	
			001 - 522 20 42 020		Telephone	349.44	
			001 - 522 20 42 020		Telephone	17.21	
			401 - 535 80 42 030		Nextel Cell Phones	63.08	
			102 - 536 20 42 020		Telephone	11.47	
			412 - 537 80 42 025		Nextel Cell Phones	128.13	
			412 - 537 80 42 025		Nextel Cell Phones	8.60	
			103 - 542 30 42 020		Telephone	34.41	

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			101 - 576 80 42 020		- Telephone	46.60	
			101 - 576 80 42 020		- Telephone	28.68	
			001 - 595 10 42 025		- Cell Phones	93.18	
			001 - 595 10 42 025		- Cell Phones	14.34	
6063	08/13/2014	Claims	2	179831	WA St Dept Of Prof Licen	435.00	
			001 - 521 20 51 000		- Intergov Svc-Gun Permits	198.00	
			001 - 521 20 51 000		- Intergov Svc-Gun Permits	162.00	
			001 - 521 20 51 000		- Intergov Svc-Gun Permits	75.00	
6064	08/13/2014	Claims	2	179832	WA St Off Of Treasurer	5,609.84	
			001 - 386 90 00 000		- State Remittances-Court	-5,609.84	
6065	08/13/2014	Claims	2	179833	WA State Dept Of Ecology	5,267.16	
			401 - 535 80 51 020		- DOE Discharge Permit	5,267.16	
6066	08/13/2014	Claims	2	179834	WA State Dept Of Ecology	1,524.00	
			425 - 531 50 51 000		- DOE NPDES Permit	1,524.00	
6067	08/13/2014	Claims	2	179835	WA State Dept Of Revenue	123.84	
			001 - 514 23 41 013		- Licensing Fees	123.84	
6068	08/13/2014	Claims	2	179836	Wapato Police Department	1,550.00	
			001 - 523 60 51 000		- Prisoners	1,550.00	
6069	08/13/2014	Claims	2	179837	Washington Tractor	169.53	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	169.53	
6070	08/13/2014	Claims	2	179838	Wood's Logging Supply Inc	170.87	
			001 - 522 20 48 000		- Repairs/Maint-Equip	4.33	
			001 - 523 20 31 000		- Office/Operating Supplies	19.46	
			425 - 531 50 48 000		- Repairs/Maintenance	33.64	
			401 - 535 50 48 010		- Maintenance Of Lines	102.05	
			401 - 535 80 31 010		- Operating Supplies	11.39	
6043	08/13/2014	Claims	2	179839	Skagit Co. Dept of Public Health	5,110.25	
			001 - 569 00 51 000		- Skagit Senior Services	5,110.25	
6075	08/13/2014	Claims	2	179840	E & E Lumber	2.20	
			001 - 521 20 31 002		- Office/Operating Supplies	3.05	
			001 - 523 20 31 000		- Office/Operating Supplies	3.05	
			425 - 531 50 48 000		- Repairs/Maintenance	26.50	
			425 - 531 50 48 000		- Repairs/Maintenance	3.21	
			425 - 531 50 48 000		- Repairs/Maintenance	16.31	
			425 - 531 50 48 000		- Repairs/Maintenance	39.33	
			425 - 531 50 48 000		- Repairs/Maintenance	14.22	
			425 - 531 50 48 000		- Repairs/Maintenance	12.99	
			401 - 535 50 48 010		- Maintenance Of Lines	18.03	
			401 - 535 50 48 010		- Maintenance Of Lines	-226.87	
			401 - 535 50 48 050		- Maint Of General Equip	11.66	
			401 - 535 50 48 050		- Maint Of General Equip	7.33	
			401 - 535 80 31 010		- Operating Supplies	8.15	
			401 - 535 80 31 010		- Operating Supplies	23.45	
			401 - 535 80 31 010		- Operating Supplies	18.86	
			401 - 535 80 31 010		- Operating Supplies	5.09	
			401 - 535 80 31 010		- Operating Supplies	7.90	
			401 - 535 80 35 000		- Small Tools & Minor Equip	18.34	
			103 - 542 30 31 000		- Operating Supplies	7.13	
			103 - 542 30 31 000		- Operating Supplies	15.27	
			103 - 542 30 31 000		- Operating Supplies	-226.87	
			103 - 542 30 35 000		- Small Tools/Minor Equip	28.54	
			103 - 542 64 31 001		- Painting & Striping Supplies	32.69	
			103 - 542 64 31 001		- Painting & Striping Supplies	11.21	

AUG 13 2014

RESOLUTION NO. ____-14

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

**A RESOLUTION REGARDING CHANGES TO THE BY-LAWS AND INTERLOCAL
AGREEMENT TO THE CITIES INSURANCE ASSOCIATION OF WASHINGTON (CIAW)**

WHEREAS the City of Sedro-Woolley is a member of the Cities Insurance Association of Washington (CIAW);

WHEREAS the Cities Insurance Association of Washington (CIAW) is authorized under RCW 48.62 to develop and administer a program which provides an opportunity for members to jointly pool and self-insure their liability losses, and jointly purchase excess insurance, or reinsurance; as well as jointly utilize administrative and other services;

WHEREAS the CIAW wishes to change its fiscal year;

WHEREAS the Board of Directors at their regular meeting on June 9, 2014 voted to notify its Members, as well as the Washington State Department of Enterprise Services of a meeting on July 21st, 2014 to vote on said Amendment to the By-Laws and Interlocal Agreement to change the fiscal year;

WHEREAS the Board of Directors at their regular meeting on July 21, 2014 conducted said vote and the Amendments to the By-Laws and Interlocal Agreement were approved by the membership;

NOW, THEREFORE BE IT RESOLVED:

1. Article 14 of the By-Laws is amended to read as follows:

Article 14

Fiscal Year

The fiscal year of the corporation shall be from September 1st through August 31st, to *December 1st through November 30th*, of the next calendar year, or as set by the Board of Directors.

2. Section 3.8.11 of the Interlocal Agreement is amended to read as follows:

3.8.11 The Board of Directors shall establish an annual budget for the Association. The Administrator shall submit a proposed budget for the following fiscal year 60 days prior to the end of each fiscal year to the Board of Directors. Fiscal years for the Association shall be from ~~September 1st through August 31st~~ December 1st through November 30th of the next calendar year. The Board of Directors shall determine the estimated expenses and cost to be incurred by the Association for the next fiscal year and shall adopt a budget derived from the Administrator's proposed budget. The budget shall be in a form to provide the following information for the Association as a whole: (1) beginning and ending unreserved fund balance, (2) anticipated revenues in detail, and (3) appropriations in detail. The Board of Directors shall apportion that budget cost among the Members and Associates. All payments due the Association from Members or Associates upon the basis of each budgeted assessment shall be paid as invoiced for the fiscal year for which the assessment is made.

3. Section 3.13 withdrawal. A Member may withdraw only at the end of the Associations fiscal year ~~August 31st~~ November 30th and only after it has given the Association written notice prior to ~~September~~ December 1 of the preceding calendar year of its decision to withdraw from this Agreement.

BE IT FURTHER RESOLVED THAT the City of Sedro-Woolley hereby acknowledges the appropriate changes to the By-Laws and Interlocal Agreement to accomplish said change.

PASSED by a majority vote of the members of the Sedro-Woolley City Council this _____ day of _____ 2014.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney



MEMO

TO: CIAW Members

FROM: CIAW Underwriting Department

DATE: July 25, 2014

SUBJECT: Renewal Date Change for 2014-15

This memo is to notify you that the proposed effective date change was approved at the July 21, 2014, board meeting. Starting with the upcoming 2014-15 coverage term, the Cities Insurance Association of Washington (CIAW) renewal date will be December 1.

Please note the following items regarding this change:

- An endorsement will be added to the current MOC extending coverage to the new renewal date of December 1, 2014.
- Extension invoices and certificates covering the three month extension period will be sent approximately the second week in August. Extension invoices will be calculated using existing 2013-14 rates and current exposures, prorated for three months.
- Changes submitted on your 2014-15 renewal application will be reflected on the schedules you will receive with your 2014-15 coverage documents (invoice, coverage confirmation, etc.) in early November. These changes will be kept on file in the interim.
- In order to assist with budgeting during this transition, you have the option of paying part of the premium in December and paying the remainder in January, for this year only.

A sample resolution, along with the revised CIAW Interlocal Agreement and By-Laws, will be sent separately. This resolution will need to be passed by your entity to accept the changes to the Interlocal Agreement and Bylaws.

Our goal is to make this transition as seamless as possible. If you have any questions, please contact Angela Eloff at aelloff@canfieldsolutions.com or 1-800-407-2027, ext. 246.



INTERLOCAL AGREEMENT

OF

CITIES INSURANCE ASSOCIATION

OF WASHINGTON

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INTERLOCAL AGREEMENT
CREATING THE
CITIES INSURANCE ASSOCIATION OF WASHINGTON

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INTERLOCAL AGREEMENT CREATING THE
CITIES INSURANCE ASSOCIATION OF WASHINGTON

1. *Introduction.*

THIS AGREEMENT is made and entered into in the State of Washington pursuant to the provisions of Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington by and among the Washington cities and towns or public entities listed in Exhibit A attached hereto (the "Members").

2. *Recitals.*

2.1 Chapter 48.62 Revised Code of Washington provides that two or more "local governmental entities" may, pursuant to Chapter 39.34 Revised Code of Washington, jointly purchase insurance (these activities are hereafter collectively referred to as a "Joint Insurance Purchasing Pool").

2.2 Revised Code of Washington Section 48.62.020 defines "local government entities" to include cities and towns organized and existing under Title 35 or 35A Revised Code of Washington along with certain districts and municipal corporations.

2.3 It is to the mutual benefit of the Members and in the best public interest of the Members to join together to establish this Joint Insurance Purchasing Pool to accomplish the purpose set forth herein.

2.4 The Members have determined it is in their best interest to participate in such a program.

3. *Agreement.*

In consideration of the foregoing and the mutual benefits to be derived herefrom, the Members agree as follows:

3.1 *Purpose of Agreement.*

This Agreement is entered into by the Members pursuant to Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington for the purpose of authorizing the creation of the Cities

Insurance Association of Washington (the "Association"), which shall be organized as a non-profit corporation under Chapter 24.03 Revised Code of Washington, to provide a Joint Insurance Purchasing Pool for the benefit of cities and towns in the State of Washington organized and existing pursuant to Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1). The Association shall, in exchange for the payment of annual assessments and retroactive assessments by the Regular Members, administer a Joint Insurance Purchasing Pool wherein the Members will pool their losses and claims and jointly purchase insurance and administrative and other services through the Association including claims adjusting, risk management consulting, loss prevention and related services at levels established in each annual budget. It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional cities and towns organized and existing under Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1) as may desire to participate in the Joint Insurance Purchasing Pool. It is also the purpose of this Agreement to provide, to the extent permitted by law, that the Association may, at the discretion of its Board of Directors, contract with other local governmental entities in the State of Washington to provide, at a reasonable charge, administrative and other services, including claims adjusting, risk management consulting, loss prevention and training.

3.2 *Parties to Agreement.*

3.2.1 Each party to this Agreement certifies that it intends to contract with all parties who are signatories of this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement pursuant to Section 3.12. Each party to this Agreement also certifies that the withdrawal or cancellation of any party to this Agreement, pursuant to Sections 3.13 or 3.14, shall not affect this Agreement or such party's intent to contract pursuant to the terms of this Agreement with the then remaining parties to this Agreement.

3.2.2 *Types of Memberships.*

There shall be two separate memberships in the Association. Regular Members shall be made up of cities and towns. Regular Members shall be owners of the corporation with full voting rights. Associate Members are Public Entities approved for special membership as per the By-Laws of the Association. Associate Members shall have no ownership in the corporation and shall have no vote in corporate matters.

3.3 *Term of Agreement.*

This Agreement shall become effective on September 1, 1988, and shall remain in force until terminated pursuant to the provisions of Section 3.16.

3.4 *Creation of Association.*

3.4.1 Pursuant to Chapter 48.62 Revised Code of Washington and Chapter 39.34 Revised Code of Washington, the Members authorize the incorporation of the Association as a non-profit corporation pursuant to Chapter 24.03 Revised Code of Washington and articles of incorporation substantially in the form attached as Exhibit B. The initial Board of Directors shall serve until the first annual election of Board of Directors members, which shall be held no later than 180 days after the effective date of this Agreement. Each Regular Member shall become a Member of the corporation. Associate Members shall be an associate of the corporation. The regulation and management of the affairs of the Association shall be governed by this Agreement, and corporate By-Laws substantially in the form attached as Exhibit C, which shall be adopted by the initial Board of Directors immediately upon the incorporation of the Association. The Association's articles of incorporation and By-Laws may be amended from time to time as deemed necessary by the Members and Board of Directors pursuant to the procedures set forth in Chapter 24.03 Revised Code of Washington and Article 17 of the By-Laws.

3.4.2 Notwithstanding the foregoing, the Board of Directors shall have no power or authority to incur any obligations on the part of, or to be chargeable to, Members or Associates in excess of the

requirement of each Member or Associate to compensate the Association or the insurance carrier with whom the Association has affected a transaction as authorized by this Agreement, for the individual Member's or Associate's share or obligation for the purchase of insurance contemplated and authorized by this Agreement. The debts, obligations and liabilities of any Member or Associate shall not become the debts, obligations and liabilities of other Members or Associates except as provided by Section 3.11 of this Agreement.

- 3.4.3 The insurance afforded to each Member or Associate pursuant to this Agreement is limited to the insurance provided by any insurer of the Association and the coverages defined in the policies of insurance issued by any insurer of the Association. No coverage, benefit or insurance in excess or different from that afforded by any insurer of the Association is offered or afforded to any Member or Associate by execution of this Agreement.

3.5 *Powers of the Association.*

The Members and Associates hereby delegate to the Association the powers which are common to the Members or Associates and which are reasonably necessary and proper to carry out the purposes and terms of this Agreement. Such powers shall include, but not be limited to, the power to:

- 3.5.1 Establish, and require compliance with, all terms of the Joint Insurance Purchasing Pool to be provided by the Association including the types and limits of the insurance coverage, the methodology to be used to allocate the Association's costs among Regular and Associate Members, and the amount of retroactive assessments to be paid by each Regular Member;
- 3.5.2 Make and enter into contracts;
- 3.5.3 Incur debts, liabilities or obligations;
- 3.5.4 Acquire, receive, hold or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations and governmental entities;

- 3.5.5 Sue and be sued, complain and defend, in its corporate name;
- 3.5.6 Hire employees and agents; and
- 3.5.7 Employ a third party administrator to act in accordance with Section 3.8.6.

The powers delegated to the Association shall be exercised pursuant to the terms of this Agreement and in the manner provided by law.

3.6 *Responsibilities of the Association.*

The Association shall have the following responsibilities:

- 3.6.1 Within 30 days after the effective date of this Agreement, the Board of Directors shall adopt a budget. A similar budget shall be adopted by the Board of Directors prior to the beginning of each fiscal year thereafter. Such budget shall specify the types and limits of the insurance coverage to be provided through the Association, the estimated annual assessment to be paid by each Member or Associate, and the methodology to be used to allocate the Association's costs, including deductible costs, administrative costs, and loss costs, to each Regular Member on a retroactive basis and to establish the amount, if any, of each Regular Member's retroactive assessment.
- 3.6.2 The Association will assist each Member's or Associate's risk manager, upon request, with the implementation of risk management programs.
- 3.6.3 The Association may provide loss prevention, safety, and consulting services to Members and Associates.
- 3.6.4 The Association will provide claims adjusting and subrogation services for claims covered by the Association's Joint Insurance Purchasing Pool.
- 3.6.5 The Association will provide loss analysis for the Members and Associates for the purpose of identifying high exposure operations and evaluating proper levels of self-retention and deductibles.

3.6.6 The Association may conduct risk management audits to assess each Member's and Associate's participation in the Joint Insurance Purchasing Pool.

3.7 *Responsibilities of Members.*

Members shall have the following responsibilities:

- 3.7.1 The governing body of each Member or Associate shall designate in writing a representative who shall be authorized to exercise the Member's or Associate's voting rights with respect to the Association and to act on behalf of the Member or Associate with respect to all matters pertaining to the Association.
- 3.7.2 Each Member or Associate shall maintain its own set of records, as a loss log, on all categories of loss to ensure accuracy of the Association's loss reporting system and shall provide to the Association a written report of all potential claims or losses within 14 days after they become known to the Member or Associate.
- 3.7.3 Each Member or Associate shall pay to the Association when due all assessments and retroactive assessments established by the Association pursuant to the terms of this Agreement. After the withdrawal, cancellation, or termination of a Regular Member, such Regular Member shall continue to pay to the Association when due its share of any retroactive assessment established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully.
- 3.7.4 Each Member or Associate shall provide the Association with such information or assistance as may be necessary for the Association to carry out the Joint Insurance Purchasing Pool.
- 3.7.5 Each Member or Associate shall comply with all By-Laws, resolutions, and policies by the Board of Directors and shall cooperate with the Association, and any insurer of the Association, in accomplishing the purposes of this Agreement.

3.7.6 Each Member or Associate shall participate as provided herein in the selection of members of the Board of Directors.

3.8 *Board of Directors' Authority.*

3.8.1 The Association shall be governed by a Board of Directors. The Board of Directors shall consist of ten members, to be selected from the Regular Membership. Beginning with the second election of members to the Board of Directors, the Regular Members of that Committee shall be selected as follows: the area served by the Association shall be divided into three geographic regions, with each region represented by a number of representatives assigned to the region based on the number of Regular Members from that region.

3.8.2 To ensure that consistent management is provided for the Association into the future, the initial Board of Directors members shall have terms of one, two or three years. After the initial election, all Board of Directors members will be elected for a three-year term. Those terms will provide that four of the ten committee members will be elected for full terms in two consecutive years and three of the regular committee members will be elected for full terms the third year.

3.8.3 The Board of Directors shall elect a Chair for each fiscal year. In addition, the Board of Directors shall elect a Vice-Chair who will in the absence of the Chair or, in the event of the Chair's inability or refusal to act, perform the duties of the Chair.

3.8.4 Each member of the Board of Directors shall have one vote.

3.8.5 A majority of the members of the Board of Directors shall be required to transact the business of the Board of Directors.

3.8.6 The Third Party Administrator shall have the general supervisory control over the day to day decisions and administrative activities of the Association. Activities shall include but not be limited to: (1) negotiations and placement for insurance coverage contracts, (2) disbursement of billings to individual Members and Associates for their proportionate charges, (3) payment and management of claims

sustained by Members or Associates of the Association and liaison with representatives acting on behalf of participating Members or Associates.

- 3.8.7 Administrative costs and charges to be paid to the Third Party Administrator shall be negotiated between the Board of Directors and the Administrator.
- 3.8.8 Pool funds shall be administered by the Association Administrator under the control and supervision of the Board of Directors. The Administrator will be authorized to disburse funds for the processing of covered claims and administrative costs. All parties having check writing authority on Association funds shall be bonded to the Association in an amount established by the Board of Directors.
- 3.8.9 The Board of Directors will provide for an audit of the accounts and records of the Association. When such an audit of the accounts and records is made by the Washington State Auditor's office, a report thereof shall be filed as a record with the office of the Administrator. Such reports shall be conducted and filed as required by law. Costs of this audit shall be borne by the Association and shall be considered as administrative costs.
- 3.8.10 Pursuant to the laws and regulations of the State of Washington, the Association elects to invest its assets in permissible investments in a manner which is permitted by law, such manner of investment to be selected from time to time by resolution of the Board of Directors.
- 3.8.11 The Board of Directors shall establish an annual budget for the Association. The Administrator shall submit a proposed budget for the following fiscal year 60 days prior to the end of each fiscal year to the Board of Directors. Fiscal years for the Association shall be from December 1 through November 30 of the next calendar year. The Board of Directors shall determine the estimated expenses and costs to be incurred by the Association for the next fiscal year and shall adopt a budget derived from the Administrator's proposed budget. The budget shall be in a form to provide the following information for the Association as a whole:
(1) beginning

and ending unreserved fund balance, (2) anticipated revenues in detail, and (3) appropriations in detail. The Board of Directors shall apportion that budget cost among the Members and Associates. All payments due to the Association from Members or Associates upon the basis of each budgeted assessment shall be paid as invoiced for the fiscal year for which the assessment is made.

3.8.12 The first budget and premium assessments shall be proposed by the Administrator and approved by the Board of Directors not later than 30 days after the effective date of this Agreement.

3.8.13 Any vacancies on the Board of Directors that occur during a term of office shall be filled by an election of the Board of Directors by a simple majority vote. Any replacement shall fill out the unexpired term of the committee member replaced.

3.9 *Service Representative Relationship.*

3.9.1 Each participating Member or Associate of the Association shall designate a servicing representative to act on their behalf in liaison with the needs of the Association Administrator. Should a participating Member choose not to designate a local servicing representative, the Association shall supply such services in accordance with a fee schedule adopted annually by the Board of Directors. Service representatives' minimum duties and criteria will be established by resolution of the Board of Directors and reviewed annually. Duties will include, but are not limited to the providing of local claims assistance, the securing of underwriting information, completion of applications, updating of vehicle lists and information and such other functions as the Board of Directors may from time to time establish by resolution.

3.9.2 Any fees to be paid the servicing representative by each Member or Associate will be established and paid by the Member or Associate.

3.9.3 Each Member and Associate agrees to indemnify and hold the Association, its Administrator, employees and agents, harmless from and indemnify them against any claims, complaints, causes

of action or judgments arising from any allegation of a failure of the performance or negligence on the part of the Member's or Associate's servicing representative including a failure to communicate to or forward communications from the Association, the Association's Administrator or any Association insurer. The employment of a servicing representative and the scope of the services performed by that representative is completely within the domain of the Member or Associate. A Member or Associate acts upon the advice and actions or inactions of its servicing representative at its sole risk.

3.10 *Effective Date of Pooled Insurance Purchasing Program.*

The Joint Insurance Purchasing Pool shall become effective on September 1, 1988 or upon execution of this Agreement by two or more Members, whichever occurs first.

3.11 *Contingent Liability and Retroactive Assessments.*

3.11.1 Pursuant to the provisions of Revised Code of Washington Section 48.62.060, each Regular Member shall be contingently liable for the liabilities of the Association in the event the assets or insurance of the Association are not sufficient to cover its liabilities. Any actual or projected deficits of the Association shall be financed through retroactive assessments levied against each Regular Member in accordance with the following cost allocation methodology.

3.11.2 In the event the Association's assets should be insufficient to cover liabilities, the Board of Directors shall direct the Administrator to reassess Regular Members an amount according to the following formula:

$$\text{Member Reassessment Amount} = \frac{(\text{Liability Due and Not Serviced By Current Pool Assets}) + (\text{Required Reserve Account})}{\text{Member Contribution or Assessments Since Inception}} \times \frac{\text{TOTAL OF ALL Assessments or Contributions Since Inception}}{\text{TOTAL OF ALL Assessments or Contributions Since Inception}}$$

The reassessment will be implemented only after a review of the circumstances surrounding the deficiency by the Board of Directors and approved by the Board of Directors. Should any Member leave

the Association and subsequently a deficiency exist in the period that the entity was a Regular Member of the Association, the city or town in question shall be assessed the amount that the Association is held liable for the period in question.

3.12 *New Members.*

Members admitted as Regular Members of the Association after one year from the effective date of the Joint Insurance Purchasing Pool may be required to pay a reasonable share of the unreserved fund balance of the Association and the costs necessary to analyze their loss data and determine their premiums. Any costs to be paid by the Regular or Associate new Members shall be determined by the Board of Directors.

3.13 *Withdrawal.*

Any Member or Associate may withdraw only at the end of the Association's fiscal year (November 30) and only after it has given the Association written notice prior to December 1 of the preceding calendar year of its decision to withdraw from this Agreement.

3.14 *Cancellation.*

The Association shall have the right to cancel any Member's or Associate's participation in the Joint Insurance Purchasing Pool upon the affirmative vote of at least three-fourths of the whole Board of Directors at any regular or special meeting. Any Member or Associate so canceled shall be given 180 days' notice prior to the effective date of the cancellation.

3.15 *Effect of Withdrawal or Cancellation.*

Neither the withdrawal nor the cancellation of any Member or Associate shall cause the termination of this Agreement. No Member or Associate by withdrawing or having its membership canceled shall be entitled to payment or return of any assessment paid by the Member or Associate to the Association or any Association insurer, or to any distribution of the Association's assets. The withdrawal or cancellation of any Regular Member after the effective date of the Joint Insurance Purchasing Pool shall not terminate its responsibility to contribute its share of any

assessments or retroactive assessments established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully and a determination of the final amount of payment owed by the Regular Member or credit due the Regular Member for the period of its membership has been made by the Board of Directors. In making this determination, the Board of Directors shall use the cost allocation methodology or methodologies established by the budgets adopted pursuant to the requirement of Section 3.6.1 hereof. It is the intent of this Agreement that no assets of the Association shall be owned by Associate Members nor shall Associate Members be responsible for debts incurred by the Association other than insurance premiums, assessments and claim deductibles attributed to the Associate Member's membership.

3.16 *Termination and Distribution.*

3.16.1 *Termination.*

This Agreement may be terminated at any time by the written consent of three-fourths of the Members. However, this Agreement and the Association shall continue to exist for the purpose of paying all debts and liabilities, disposing of all claims, distributing net assets, and otherwise winding up and liquidating the affairs of the Association. The Board of Directors is vested with all powers of the Association during such winding up and liquidation, including the power to require Regular Members, including those Regular Members who withdrew prior to the termination date, to pay any retroactive assessments deemed necessary by the Board of Directors to fully resolve and dispose of all claims, losses and liabilities covered by this Agreement. The retroactive assessment shall be determined on the basis of the cost allocation methodology or methodologies established by the resolutions adopted pursuant to the requirements of Sections 3.6.1 and 3.11.2 hereof.

3.16.2 *Distribution.*

Upon termination of this Agreement and full satisfaction of all outstanding claims, losses, and liabilities of the Association, all assets of the Association shall be distributed among the Regular

Members who were Members of the Joint Insurance Purchasing Pool, on the date action to terminate this Agreement was taken, in proportion to the cash payments made by each Regular Member during the term of this Agreement. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been resolved fully.

3.17 *Notices.*

Notice to Members or Associates hereunder shall be sufficient if mailed to the office of the last official address of the respective Member.

3.18 *Amendment.*

This Agreement may be amended at any time by the approval of three-fourths of the Members present or voting at any meeting of the Members. All amendments shall be in writing. Amendments may be proposed by the Board of Directors. Any proposed amendment to this agreement adopted by three-fourths of the whole Board of Directors shall be deemed adopted subject to review by the Members. If four-tenths of the Members present or voting at any meeting of the Members (called in accordance with Article 3 of the By-Laws) vote to repeal any amendment adopted by three-fourths of the whole Board of Directors, that amendment is deemed repealed.

3.19 *Enforcement.*

The Association is hereby granted the authority to enforce the terms of this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the By-Laws against any Member or Associate or previous Member or Associate, the Member or Associate or previous Member or Associate agrees to pay such sums as the court may fix as reasonable attorneys' fees and costs in said action including fees and costs on appeal.

3.20 *Default and Remedies.*

If any Member or Associate fails to perform any term or condition of this Agreement and such failure continues for a period of sixty days after the Association has given the Member or Associate written notice of such

failure, the Member or Associate shall be in default hereunder. Upon default, the Association may immediately cancel the Member's or Associate's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of the Association are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

3.21 *No Waivers.*

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

3.22 *Prohibition Against Assignment.*

No Member or Associate may assign any right, claim or interest it may have under this Agreement, except to a successor entity following a statutory reorganization. Should any Member or Associate reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member or Associate or Members or Associates upon approval of the Board of Directors. No creditor, assignee or third party beneficiary of any Member or Associate shall have any right, claim or title to any part, share, interest, fund premium or asset of the Association.

3.23 *Entire Agreement.*

This Agreement contains the entire understanding of the parties, and they acknowledge that there is no other written or oral understanding or promise between them with respect to the matters addressed by this Agreement. This Agreement may not be altered, amended, or revoked except pursuant to the provision of Section 3.18.

3.24 *Severability.*

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

3.25 *Time.*

Time is of the essence of this Agreement and each and every provision hereof.

3.26 *Section Headings.*

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they introduce.

3.27 *Governing Law.*

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

3.28 *Counterpart Copies.*

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

4. Execution.

The parties have executed this Agreement by authorized officials thereof.

Name of City or Town or Public Entity

Mailing Address

Street Address (if different from above)

City

Zip

Phone

By _____
Signature of Authorized Official

(Print or Type Name)

Title

Date

EXHIBIT A List

of Members



All Members 2013-2014

City Members

1. Town of Albion
2. City of Asotin
3. City of Bingen
4. City of Black Diamond
5. City of Blaine
6. City of Buckley
7. City of Colfax
8. City of College Place
9. Town of Colton
10. City of Colville
11. City of Connell
12. City of Cosmopolis
13. Town of Coulee Dam
14. Town of Creston
15. City of Davenport
16. City of Dayton
17. City of Duvall
18. City of East Wenatchee
19. Town of Electric City
20. Town of Elmer City
21. Town of Endicott
22. City of Entiat
23. City of Ephrata
24. City of Everson
25. City of Fircrest
26. City of Grand Coulee
27. City of Granite Falls
28. Town of Hartline
29. City of Ilwaco
30. Town of Lone
31. City of Kahlottus
32. City of Kittitas
33. Town of Krupp
34. Town of LaCrosse
35. City of Liberty Lake
36. Town of Lind
37. Town of Lyman
38. City of Lynden
39. City of Lynnwood
40. Town of Malden
41. Town of Mansfield
42. Town of Marcus
43. City of Mattawa
44. Town of Metaline Falls
45. City of Moxee
46. City of Napavine
47. Town of Nespelam
48. City of Newport
49. City of Nooksack
50. City of Oakville
51. City of Okanogan
52. City of Omak
53. City of Oroville
54. City of Palouse
55. City of Prosser
56. City of Quincy
57. Town of Reardan
58. City of Republic
59. City of Ritzville
60. Town of Riverside
61. City of Rock Island
62. City of Royal City
63. City of Sedro-Woolley
64. City of Selah
65. City of South Bend
66. Town of South Cle Elum
67. City of Sprague
68. Town of Starbuck
69. Town of St. John
70. City of Stevenson
71. City of Sultan
72. City of Sumas
73. City of Tonasket
74. Town of Uniontown
75. City of Waitsburg
76. Town of Washtucna

Administered by





All Members 2013-2014

77. Town of Waterville
78. City of White Salmon
79. Town of Wilbur
80. Town of Wilkeson
81. City of Woodland
82. City of Yakima

Special District Members

1. Alpine Water District
2. Asotin County Cemetery District #1
3. Basin City Water-Sewer District
4. Belfair Water District #1
5. Bellingham Public Development Authority
6. Bellingham-Whatcom Public Facilities District
7. Bridgeport Bar Irrigation District
8. Columbia Valley Water District
9. Columbia Water & Power Irrigation District
10. Consolidated Diking Improvement District #1
11. Consolidated Diking Improvement District #2
12. Consolidated Diking Improvement District #3
13. Consolidated Irrigation District
14. Dallesport Water District
15. Diking Improvement District #15
16. Douglas County Sewer District #1
17. Drainage Improvement District #1
18. East Spokane Water District 1-109
19. Elbe Water & Sewer District
20. Elochoman Valley Partners LLC
21. Endicott Park and Recreation District #7
22. Franklin County Irrigation District #1
23. Gardena Farms Irrigation District #13
24. Garfield Parks & Recreation
25. Garfield Public Development Authority
26. Glacier Water District #14
27. Grant County Cemetery District #1
28. Irvin Water District #6
29. Jefferson County Rural Library District
30. Kennewick Irrigation District
31. Kennewick Public Facilities District
32. King County Drainage District #13
33. Kittitas County Water District #2
34. Kittitas Reclamation District
35. Lake Wenatchee Water District
36. Lakehaven Utility District
37. Lenora Water & Sewer District
38. Lewis County Water & Sewer District #5
39. Lexington Flood Control Zone
40. Lind Cemetery District
41. Lopez Island Solid Waste Disposal District
42. Lower Stemilt Irrigation District
43. Lynden Transportation District
44. Lynnwood Transportation Benefit District
45. Malaga Water District
46. Moab Irrigation District
47. Moses Lake Irrigation & Rehabilitation District
48. Naches-Selah Irrigation District
49. North Spokane Irrigation District 8-232
50. Orchard Ave. Irrigation District 6-179
51. Pasadena Park Irrigation District 17-117
52. Peshastin Water District
53. Pierce County Flood Control District
54. Pierce County Noxious Weed Control Board
55. Point Roberts Parks & Recreation #1
56. Port of Kennewick
57. Port of Quincy
58. Prosser Transportation Benefit District
59. Ritzville Public Development Authority
60. Rosalia Park & Recreation District #5
61. Roza Irrigation District
62. Skagit County Dike Drainage & Irrigation Dist #12
63. Skagit County Drainage District #14
64. Skagit County Drainage District #16
65. Skagit County Sewer District #2
66. South Banks Lake Mosquito Control Dist #3
67. Spokane Aquifer Joint Board
68. Spokane County Water District #3
69. Startup Water District
70. Sunnyside Valley Irrigation District

Administered by





All Members 2013-2014

71. Timberland Regional Library
72. Trentwood Irrigation District #3
73. Uniontown Community Development Association
74. Washington State School Directors Association
75. Whitman County Public Hospital District #2
76. Whitman County Water Conservancy Board
77. Yakima County Joint Board of Control #1
78. Yakima Tieton Irrigation District

Fire District Members

1. Adams County FPD # 1
2. Adams County FPD # 2
3. Aero-Skagit Emergency Services
4. Bainbridge Island Fire Department
5. Blue Mountain Fire District # 1
6. Central Kitsap Fire & Rescue
7. Central Valley Ambulance Authority
8. Chelan County FPD #1
9. Chelan County FPD #3
10. Chelan County FPD #4
11. Clallam County FPD #6
12. Columbia County FPD #1
13. Douglas County FPD #2
14. Douglas County FPD #5
15. Ferry/Okanogan Fire District #13
16. Ferry/Okanogan County FPD #14
17. Franklin County FD #1
18. Franklin County FPD #4
19. Glacier Fire & Rescue
20. Grant County FPD #3
21. Grant County FPD #4
22. Grant County FPD #13
23. Grant County FPD #14
24. Grays Harbor County FPD #1
25. Grays Harbor County FPD #2
26. Grays Harbor County FPD #5
27. Grays Harbor County FPD #11
28. Joint County FPD #2
29. Joint Management Group (Kitsap County)
30. Kent Regional Fire District
31. King County FD #4 DBA Shoreline Fire Department
32. King County FPD #28 & Special Rescue
33. King County FPD #34
34. King County FPD #50
35. Kittitas County FPD #6
36. Klickitat County FPD #10
37. Lincoln County Emergency Communications
38. Lincoln County FPD #1
39. Lincoln County FPD #5 & Davenport FPD
40. Lincoln County FPD #7
41. North Pacific County EMS
42. Okanogan County FPD #1
43. Okanogan County FPD #4
44. Okanogan County FPD #9
45. Okanogan County FPD #16
46. Oroville Rural EMS District
47. Pacific County FPD #8
48. Pend Oreille County FPD # 5
49. Pierce County FPD #26
50. Poulsbo Fire Department
51. Region 6 Training Council
52. Riverside Fire & Rescue
53. San Juan County FPD #5
54. Skagit County FPD #10
55. Skagit County Fire District #19
56. Skagit County EMS Commission
57. Snohomish County FPD #5
58. Snohomish County FPD #10
59. South Kitsap Fire & Rescue
60. Stevens County FPD #3
61. Stevens County FPD #6
62. Stevens County FPD #7
63. Stevens County FPD #10
64. Thurston County FPD #16 DBA Gibson Valley Fire District
65. Waitsburg Ambulance Service
66. West Thurston Regional Fire Authority
67. Whatcom County FPD #1

Administered by





All Members 2013-2014

- 68. Whatcom County FPD #5
- 69. Whatcom County FPD #14
- 70. Whitman County FPD #1
- 71. Whitman County FPD #2
- 72. Whitman County FPD #3
- 73. Whitman County FPD #4 & City of Palouse FD
- 74. Whitman County FPD #6
- 75. Whitman County FPD #8

BY-LAWS

OF

CITIES INSURANCE ASSOCIATION

OF WASHINGTON

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 THE CITIES INSURANCE ASSOCIATION OF WASHINGTON

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BY-LAWS
OF
CITIES INSURANCE ASSOCIATION OF WASHINGTON

ARTICLE 1
Offices

The principal office of the corporation shall be located within the State of Washington at the offices of the Third Party Administrator. The corporation may have such other offices, either within or without the State of Washington, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

The corporation shall have and continuously maintain in the State of Washington a registered office, and a registered agent whose office is identical with such registered office, as required by the Washington Non-Profit Corporation Act, Chapter 24.03 Revised Code of Washington. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 2
Members

Section 2.1. Classes of Members and Qualifications for Membership. The corporation shall have two classes of Members, Regular and Associate. Eligibility for Regular Membership in the corporation shall be limited to cities and towns organized and existing pursuant to Title 35 or 35A Revised Code of Washington. Cities and towns wishing to become Members of the corporation shall submit an application to the corporation on a form prescribed by the corporation. Cities and towns elected to membership pursuant to Section 3 below shall be required to become a signatory to the Interlocal agreement creating the Cities Insurance Association of Washington (the "Agreement") before such membership shall become effective.

Eligibility for Associate membership shall be limited to districts and municipal corporations as defined by 48.62.021(1) which meet the underwriting and classification criteria established by the Board of Directors. Each Associate Member must become a signature of the Associate Membership Agreement by a Resolution adopted by the entity's Board or Commission.

Section 2.2. Member Representative. Each Regular Member shall appoint one representative who shall be authorized to exercise the Member's voting rights in the corporation, if any, and to act on behalf of the Member with respect to all matters pertaining to the corporation. The name of the person appointed as a Member's representative shall be submitted in writing to the corporation. A change in a Member's appointed representative shall not become effective until the corporation has received written notice of such change. Each Member may also select an alternate Member representative to serve and act in the absence of the Member's representative.

Section 2.3. Selection of Additional Members. Additional Regular Members shall be approved by the Board of Directors. An affirmative majority vote of the Board of Directors members present shall be required for selection. Associate Members shall be approved by the Director or Third Party Administrator subject to the criteria established by the Board of Directors.

Section 2.4. Voting Rights and Procedures. Each Regular Member shall be entitled to one vote on each matter submitted to a vote of the Regular Members unless a record date for voting purposes is fixed by the Board of Directors. Members that are Regular Members on the day of the meeting of the membership shall be entitled to vote at such meeting. Elections and other matters submitted to the vote of Regular Members may, at the discretion of the Chair of the corporation, be conducted by mail ballot. Each Regular Member shall be entitled to one vote on each matter submitted to a vote of the Regular Members.

Section 2.5. Cancellation of Membership. The membership of any Member or Associate of the corporation may be canceled pursuant to the provisions of Section 3.14 of the Agreement.

Section 2.6. Resignation. Any Member or Associate may resign from the corporation pursuant to the procedures and limitations specified in Sections 3.13 and 3.15 of the Agreement.

Section 2.7. Transfer of Membership. Membership in this corporation is not transferable or assignable.

ARTICLE 3
Meetings of Members

Section 3.1. Annual Meeting. At the discretion of the Board Of Directors an annual meeting of the Regular Members shall be held on the last Friday in the month of August in each year, if needed, with a date designated in writing by the Chair of the Board of Directors thirty days before the meeting, at such time and place designated in writing by the Chair, for the purpose of transacting such business as may come before the meeting. .

Section 3.2. Special Meetings. Special meetings of the Members or Associates may be called by the Board of Directors. The Board of Directors or not less than one-fourth of the Regular Members having voting rights.

Section 3.3. Place of Meeting. The The Board of Directors may designate any place, either within or without the State of Washington, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the office of the Third Party Administrator in the State of Washington. If all of the Members shall meet at any time and place, either within or without the State of Washington, and consent to the holding of a meeting, such meeting shall be valid without call or notice and any corporate action may be taken at such meeting. Members of the corporation may participate in a meeting of Members by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 3.4. Notice of Meetings. Written notice stating the place, day and hour of any meeting of Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the Chair of the Board of Directors, or the Third Party Administrator or persons calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address of its representative as it appears on the records of the corporation, with postage thereon prepaid.

Section 3.5. Actions by Members Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

Section 3.6. Quorum. The Members holding ten percent of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

Section 3.7. Manner of Acting. A majority of the votes entitled to be cast on a matter to be voted upon by the Members present at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law or by these By-Laws.

Section 3.8. Rule of Procedure for Meetings. All meetings of the membership shall be conducted in accordance with Roberts' Rules of Order, except where such rules are in conflict with applicable law, the Agreement, or these By-Laws.

ARTICLE 4 The Board of Directors

Section 4.1. General Powers. The affairs of the corporation shall be managed by its Board of Directors

Section 4.2. Tenure and Qualifications. The Board of Directors shall be comprised of ten representatives of Regular Members of the corporation elected for three year terms as provided in the Agreement.

Section 4.3. Voluntary Resignation. The Board of Directors member who is absent from three consecutive Board of Directors meetings or one-half of the Board of Directors meetings during the year without acceptable excuse shall be deemed to have voluntarily resigned from the Board of Directors. At any meeting of the Board of Director sat which there are absences, the Board of Directors shall determine if they are excused.

Section 4.4. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this by-law, in conjunction with, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place, either within or without the State of Washington, for the holding of additional regular meetings of the Board of Directors, or of regular meetings of any committee of the Board of Directors, without notice other than such resolution.

Section 4.5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair or any three Board of Directors members. Special meetings of any committee of the Board of Directors may be called by or at the request of the Chair of the Board of Directors or Chairman of the committee or any two members of the committee. The person or persons authorized to call special meetings of the Board of Directors or of any committee of the Board of Directors may fix any place, either within or without the State of Washington, as the place for holding any special meeting of the Board of Directors or committee called by them.

Section 4.6. Notice. Notice of any special meeting of the Board of Directors or any committee of the Board of Directors shall be given at least two days prior to the meeting by written notice delivered personally or sent by mail, facsimile transmission or telegram to each committee member at the member's address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice be given by facsimile transmission, such notice shall be deemed to be delivered 24 hours after the transmission so long as no error was received during the transmission. Any committee member may waive notice of any meeting. The attendance of a committee member at any meeting shall constitute a waiver of notice of such meeting, except where a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or any committee of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws. Members of the Board of Directors or any committee of the Board of Directors may participate in a meeting of such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 4.7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transacting of any business of the Board of Directors. However, if less than a majority of the Board of Directors members are present at said meeting, a majority of the Board of Directors members present may adjourn the meeting from time to time without further notice.

Section 4.8. Manner of Acting. The act of a majority of the Board of Directors members, or a majority of the members of any committee of the Board of Directors, present at a meeting at which a quorum is present shall be the act of the Board of Directors or its committee, unless the act of a greater number is required by law or by these By-Laws.

Section 4.9. Rule of Procedures for Meetings. All meetings of the Board of Directors or a committee of the Board of Directors shall be conducted in accordance with Roberts' Rules of Order, except where such rules are in conflict with applicable law, and Agreement, or these By-Laws.

Section 4.10. Compensation. The Board of Directors members or its committee members as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or any of its committees.

Section 4.11. Action by The Board of Directors Members Without a Meeting. Any action required by law to be taken at a meeting of the Board of Directors or any of its committees, or any action which may be taken at a meeting of the Board of Directors or any of its committees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board of Directors members or committee members.

ARTICLE 5 Officers

Section 5.1. Officers. The officers of the corporation shall be a Chair, a Vice Chair, a Fiscal Officer and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board of Directors . No two or more offices may be held by the same person.

Section 5.2. Election and Term of Office. The officers of the corporation shall be elected every year by the Board of Directors from among its Regular members prior to the beginning of the fiscal year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until a successor shall have been duly elected and qualified.

Section 5.3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 5.4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.5. Chair. The Chair of the Board of Directors shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He or she shall preside at all meetings of the Members and the Board of Directors. He or she may sign, with any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases when the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation; and in general he or she shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.6. Vice Chair. In the absence of the Chair or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned to him or her by the Chair or by the Board of Directors.

Section 5.7. Fiscal Officer. The Fiscal Officer shall be responsible to act with the Third Party Administrator as directed by the Board of Directors to carry out The Board of Directors fiscal policies and procedures.

Section 5.8. Third Party Administrator. The Third Party Administrator shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 7 of these By-Laws; and in general perform such other duties as from time to time may be assigned to him by the Chair or by the Board of Directors. The Third Party Administrator shall keep the minutes of the meetings of the Members, the Board of Directors, and any committees of the Board of Directors, in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Member and each representative of each Member which shall be furnished to the Third Party Administrator by each Member. The Third Party Administrator shall be bonded in an amount determined by the Board of Directors.

ARTICLE 6 Committees

Section 6.1. Committees of the Board of Directors. The Board of Directors may designate and appoint one or more committees, each of which shall consist of two or more The Board of Directors members, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the By-Laws; electing, appointing or removing any member of any such committee; amending the articles of incorporation; restating articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the corporation;

or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee or doing any act in conflict with the duties of the Board of Directors as set forth in the Agreement. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual The Board of Directors member, of any responsibility imposed upon it or him or her by law.

Section 6.2. Other Committees. Other Committees not having and exercising the authority of the Board of Directors in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Board of Directors members present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be representatives of Members of the corporation, and the Chair of the corporation shall appoint the members thereof. Any member thereof may be removed by the

person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

Section 6.3. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Members of the corporation and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 6.4. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section 6.5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

ARTICLE 7 Administrator

Section 7.1. Appointment and Removal. The Board of Directors shall appoint and employ a Third Party Administrator of the corporation (the "Administrator"), who shall be appointed and removable by the Board of Directors pursuant to whatever employment arrangement the Board of Directors shall have agreed to with the Administrator in writing.

Section 7.2. Powers and Duties. The Administrator shall be the chief administrator of the corporation and shall have control of the administrative functions of the corporation. He or she shall carry out the orders of the Board of

Directors and shall be responsible to the Board of Directors for the efficient administration of the affairs of the corporation. The Administrator shall keep the Board of Directors fully advised of the financial condition and needs of the corporation.

Section 7.3. Compensation. The Administrator shall receive such compensation as the Board of Directors shall fix by contract or resolution.

ARTICLE 8 Indemnification

The Board of Directors Members of the corporation; its directors, officers, employees and the Administrator, its agents, directors, officers and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties as relates to the corporation;
2. Be afforded all of the privileges and immunities that attach generally to governmental officers;
3. Not be liable for, and be held harmless and defended by the corporation, for any act of negligence, any mistake of judgment or any other action, made, taken or omitted in good faith and on behalf of the corporation;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds so long as they are invested according to the direction of the Board of Directors.

The corporation may purchase, subject to availability and cost, insurance providing coverage for The Board of Directors members and the Administrator.

The corporation shall indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a member of the Board of Directors, any other committee of the corporation, employee, or agent of the corporation, or the Administrator, its agents, directors, officers or employees in the furtherance of corporation business, or is or was serving at the request of the corporation as a member, director, officer, employee, agent, or trustee of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against expenses (including counsel fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action,

suit or proceeding, to the full extent permitted by applicable law. Such indemnification may, in the discretion of the Board of Directors, include advances of his or her expenses in advance of final disposition of such action, suit or proceeding, subject to the provisions of any applicable statute. This indemnification provided in this Article shall not extend to suits, claims, actions, administrative procedures or investigations brought by or at

the request of the corporation. No indemnification shall extend to any person named above in any litigation, administrative proceeding or process of any type where the corporation and the individual are opposing each other.

ARTICLE 9 Coverage Determinations and Appeal Rights

Section 9.1. Coverage Determinations. All coverage's are limited to those coverage's provided through the corporation as identified in Section 3.4.3 of the Agreement. The Administrator, acting on behalf of the corporation, shall make all initial coverage determinations as respects the corporation's self retention or deductible under the jointly purchased policy or policies of insurance. Such determinations shall be made according to the procedures set forth in this Article and subject to the right of appeal set forth in Section 9.2. Such determination shall be made after appropriate consultation with the corporation's insurance carrier.

- (a) Upon receiving notice of a claim or a Summons and Complaint against a Member and/or persons requesting coverage (the "Covered Party"), the Administrator shall, within forty-five (45) days or such other reasonable time as agreed after receipt of said notice, make an initial coverage determination.
- (b) Upon making a coverage determination, the Administrator shall notify the Covered Party of the determination in writing. If the claim or complaint may exceed the corporation's self retention or deductible, the Administrator shall inform the Member or Covered Party of that determination.
- (c) The written coverage determination shall address the following issues:
 - (1) Whether the corporation will provide the Covered Party legal counsel for defense of the Summons and Complaint.

- (2) Whether the corporation is reserving any rights to make subsequent coverage determinations.
 - (3) Whether the corporation is denying coverage for the claims made in the claim or Summons and Complaint under review. In the event that coverage is denied, the Administrator shall inform the Covered Party in writing of the appeal process contained in Section 2 of this Article.
- (d) In the event that the Administrator determines that the Association should (1) reserve its rights to make subsequent coverage determination, or (2) determines that coverage should be denied, then the written notice shall also state the reasons for any such reservation or denial.
- (e) In the event that a final coverage determination cannot be made by the Administrator until after the facts of the claim or Complaint are determined in a legal proceeding, the Administrator shall make a final coverage determination within sixty (60) days or such reasonable time as agreed after the final disposition of the legal proceeding is provided to the Administrator. The determination shall be provided in writing to the Covered Party and shall contain the information required by Sections 9.1(c) and 9.1(d).
- (f) All written determinations by the Administrator shall be deemed final and binding upon all parties unless the Covered Party files a timely notice of appeal with the Board of Directors in the manner specified in Section 9.2. The determination of the Administrator is only binding upon the corporation and relates only to the self retention or deductible in place at that time under the policy of insurance which insures the Association. The determination of the Administrator is not binding upon the carrier who insures the Association. Covered Parties are required to resolve coverage disputes with the insurance carrier pursuant to the terms of the policy issued by that carrier.

If a claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense, then the Administrator shall not be entitled to make a determination of coverage. In those instances, all determinations of coverage shall be made in accordance with the terms of the insurance policy issued by the Association's carrier.

The Covered Party shall deal with that carrier through the Administrator's office unless otherwise instructed by the Administrator. The provisions of this Article shall not apply in those instances where the claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense.

In those instances if a Covered Party or Member has requested a coverage determination, the Administrator shall notify the Covered Party or Member in writing that the Administrator has determined he or she may not issue a determination of coverage and refer the requesting party to the terms of the policy of insurance for resolution of coverage issues.

- (g) The Administrator shall not be obligated to make any coverage determinations until a claim or a Summons and Complaint has been served upon the Covered Party and until the Administrator has received notice thereof. However, the Administrator shall issue tentative written coverage determinations before a Summons and Complaint has been filed upon the written request of the Covered Party. If the Administrator makes a tentative coverage determination, he or she shall remain obligated to provide a subsequent final written coverage determination after a Summons and Complaint has been served and the Administrator has received notice thereof, as provided in Sections 9.1(a), (b), (c), (d), (e) and (f).

Section 9.2. Appeal. Any written determination made by the Administrator pursuant to Section 9.1(c) and (d) denying coverage to a Covered Party shall be final, as provided in Section 9.1(f), unless the procedures for appeal, provided hereafter, are followed by the Covered Party. The following appeal procedures shall apply in those cases where the Administrator has not determined the claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense. There is no appeal from a determination of the Administrator that the claim or Complaint is of such an amount or magnitude that the claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense.

- (a) Any Covered Party aggrieved by the Administrator's written coverage determination may appeal the decision to the Board of Directors. The appeal must be initiated by the Covered Party within thirty (30) days following receipt of the Administrator's written determination.

If an appeal is not initiated within thirty (30) days, as provided herein, the Covered Party shall be deemed to have waived any further right to appeal the decision of the Administrator.

- (b) An appeal is deemed initiated for purposes of this Article when the Covered Party, or his, her, or its legal representative, serves a written Notice of Appeal upon the Administrator or upon the Chair of the corporation. The written Notice of Appeal shall include the following information:
 - (1) The name of the Covered Party initiating the appeal.
 - (2) A brief statement identifying the subject of and basis for the appeal. A copy of the Administrator's written determination should be attached to the Notice of Appeal.
 - (3) The signature of the Covered Party initiating the appeal or the signature of the Covered Party's legal representative.
- (c) Within thirty (30) days, or such time as is agreed, after an appeal has been initiated, a meeting of the Board of Directors shall be convened by the Chairman of the Board of Directors to hear the appeal. Notice of the date set for hearing of the appeal by the Board of Directors shall be sent to the Covered Party not later than fifteen (15) days prior to the date set for the hearing. The Chair of the Board of Directors shall have the authority to set hearing dates for the appeal and to grant continuances where good cause is shown.
- (d) The hearing by the Board of Directors may occur when a quorum of the Committee, pursuant to Section 4.6, is present. Voting by the Board of Directors and the procedures for the meeting of the Board of Directors on the appeal hearing shall be as provided in Sections 4.6 and 4.7. However, members of the Board of Directors shall abstain from participating or voting in any appeals involving a Member with which they are affiliated.
- (e) The hearing of the Board of Directors on the appeal shall proceed as follows:
 - (1) The Chair of the Board of Directors shall administer the hearing and make all necessary procedural rulings during the hearing.
 - (2) The Covered Party or his, her, or its legal representative, if any, shall begin the proceeding with an explanation of the basis for the appeal.

The Covered Party shall present to the Board of Directors all evidence, testimony, argument and legal authority relevant to and in support of the appeal. Thereafter, the Administrator and/or corporation's legal representative may present all evidence, testimony, argument and legal authority relevant and in opposition to the Covered Party's position. Each side shall be provided an opportunity to present rebuttal evidence and argument.

- (3) Following the presentation of evidence, testimony, argument and legal authority, the Board of Directors may retire into executive session to discuss consideration of the appeal. Thereafter, the Board of Directors shall reconvene in public session to consider and vote on any motion made to decide the appeal. The Board of Directors

may vote to uphold the decision of the Administrator or to modify or reverse the decision of the Administrator. The decision of the Board of Directors shall be reduced to writing and signed by the Chairman of the Board of Directors and a copy thereof sent to the Covered Party within seven (7) days following the final decision of the Board of Directors.

- (4) The Chair may adjourn and reconvene any hearing on an appeal as may be necessary to preserve a fair hearing.
- (f) A final decision of the Board of Directors denying the Covered Party the full relief sought shall not preclude the appealing party from seeking judicial review of the Administrator's and/or the Board of Directors's coverage determination. However, no Covered Party may maintain any lawsuit or complaint against the corporation alleging any improper or incorrect coverage denial unless the Covered Party has first exhausted the appeal procedures provided herein. Exhaustion of these appeal procedures shall be a condition precedent to any subsequent legal action or suit by a Covered Party.

ARTICLE 10

Conflict of Interest and Appearance of Fairness Procedure

All Members of the corporation, the Board of Directors, and its committees, shall exercise every effort to avoid conflicts of interest, or the appearance thereof, in their actions relating to the corporation. Any person who has a personal interest in any matter before the Board of Directors or one of its committees which would tend to prejudice his or her action shall so indicate

publicly and may abstain from the deliberations and voting on such matter.

ARTICLE 11 Contracts, Checks, Deposits and Funds

Section 11.1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 11.2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Administrator and countersigned by the Board of Directors Chair, The Board of Directors Vice Chair or Fiscal Officer of the corporation.

Section 11.3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select and as are allowed by the laws of the State of Washington.

Section 11.4. Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

Section 11.5. L&I Retro. Pursuant to the authority granted the Association in the Agreement, the Board of Directors may elect to avail itself of the State of Washington, Department of Labor and Industries, Risk Management Services on behalf of those members of the Association electing to participate in programs offered by that agency. Association participation in such risk management services and programs may include participation in a group retrospective rating scheme as approved by the Board of Directors. Association participation in such risk management services or programs shall be on the basis that all Members are entitled to participate if they so elect. The election of any Member not to participate in such risk management services or programs shall not prohibit the expenditure of Association funds in connection with such services and programs as approved by the Board of Directors.

ARTICLE 12
Certificates of Membership

Section 12.1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the Committee. Such certificates shall be signed by the Chair or Vice Chair and by the Administrator and shall be sealed with the seal of the corporation. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 12.2. Issuance of Certificates. When a Member has been selected to membership and has paid any fee for the unencumbered fund balances and other charges that may then be required, a certificate of membership shall be issued in its name and delivered to it by the Administrator, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 12.1.

ARTICLE 13
Books and Records

The corporation shall keep complete books and records of account and shall also keep minutes of the proceedings of its Members and Board of Directors and shall keep at its registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the corporation may be inspected by any Member, or its attorney, for any proper purpose at any reasonable time.

ARTICLE 14
Fiscal Year

The fiscal year of the corporation shall be from December 1 through November 30 of the next calendar year, or as set by resolution of the Board of Directors.

ARTICLE 15
Seal

The seal of this corporation shall consist of the name of the corporation, the state of its incorporation, and the year of its incorporation.

ARTICLE 16
Waiver of Notice

Whenever any notice is required to be given under the provisions of the Washington Non-Profit Corporation Act or under the provisions of the articles of incorporation or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 17
Amendments to By-Laws

These By-Laws may be altered, amended or repealed and new By-laws may be adopted by a majority of the Board of Directors members present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend, or repeal or to adopt new By-Laws at such meeting.

Adopted by the Board of Directors on July 15, 2003.

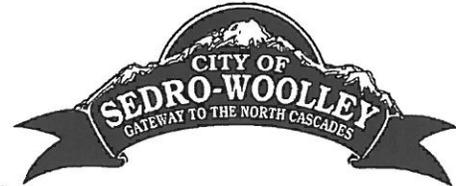
AUG 13 2014

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

CITY OF SEDRO-WOOLLEY

325 Metcalf Street, Sedro-Woolley, WA 98284 (360) 855-1661

Memorandum



To: Mayor Mike Anderson, City Council
From: Nathan Salseina, Public Works Operations Supervisor
Date: 8/7/2014
Re: Bingham Park Caretaker Agreement

The Bingham Park Caretaker position is a new position for our department which is very similar to the Riverfront Park Caretaker position. This position will reside in the residence at the park, and the duties will consist of general supervision of the park and its use by the public. Additionally the position will be responsible for opening and closing restrooms, and on site oversight of the new RV facility at the park. A complete list of duties and obligations are listed in the attached agreement for your consideration.

We advertised for this position during the month of July and interviewed two applicants for the position. Having a qualified and trustworthy person in this position will be very important for the park and the city. Staff would like to have the new caretaker in place the first week of September.

Staff has selected Phillip Thompson to fill the position. Phil has been a resident of the Sedro-Woolley area for over 30 years and has worked seasonally on the Operations Department Crew as a road right of way mower for the past two summers. He has a great background working with the public and is very familiar with our city parks and will be an asset the city.

Staff recommends approval of the attached agreement.

Please let me know if you have any questions,

Thank you,

Nathan Salseina
Public Works Operations Supervisor

Bingham Park Caretaker Agreement

This agreement, dated this _____ day of August, 2014, is made and entered into between Phillip Thompson, a [married] person, (hereinafter "Caretaker") and the City of Sedro-Woolley, a Washington municipal corporation (hereinafter "City").

Caretaker and the city agree that he/she shall perform the duties of Bingham Park Caretaker upon the following terms and conditions.

COMPENSATION: Caretaker shall be paid a monthly stipend of \$100.00 for his/her work as caretaker. Caretaker shall be required to reside in the caretaker's residence at Bingham Park as a condition of this position.

UTILITIES: City agrees to pay or provide for sewer, garbage, electric power, natural gas, and water utilities to the caretakers quarters at city expense.

USE OF PREMESIS: Caretaker shall not assign this agreement, sublet the premises, give accommodations to any roomers or lodgers or permit the premises to be used for any purpose other than a private dwelling for caretaker and immediate family.

PREMESIS DEFENTION: The premises are defined as the caretaker's quarters, and the area outside the building as well as one-half of the attached garage. The other half of the garage is reserved for City Public Works usage; the Caretaker's use of the garage shall not limit or impede the City's use of the garage.

CARETAKER'S RESIDENCE OBLIGATIONS: Caretaker agrees as follows:

- (a) To park their personal vehicles only at spaces provided adjacent to the premises.
- (b) To keep the premises in a clean, presentable and sanitary condition.
- (c) To report any damage or maintenance needed to the caretaker residence to the Public Works Operations Supervisor immediately.
- (d) To repair at caretakers expense any damage to the caretaker's residence caused by negligence within 30 days of written notice from the city or sooner if made necessary by and emergency.
- (e) To permit the city, its agents, employees or representatives to enter the premises at reasonable times after notice for the purpose of inspections, to make necessary repairs, or to show the residence to insurance representatives.
- (f) Not to have any pets or animals of any kind within the premises without prior written approval from the city.
- (g) Not to make alterations, additions, painting or improvements to the premises without prior written approval from the city.
- (h) To comply with reasonable rules and regulations for the use of the caretaker's quarters as established by the city which are not inconsistent with this agreement.

LIABILITY: The city or its officials, employees, and agents shall not be liable for any claim, actions or judgments for injury to property, or injury to persons suffered or alleged to be suffered within the caretakers premises, unless caused by negligence of the city, its officials, employees or agents acting in the course of their employment.

INSURANCE: The city shall carry an insurance policy for the caretaker's quarters for fire and casualty, and shall receive any and all proceeds thereof, in case of fire or casualty. Caretaker hereby waives any right to receive proceeds under this policy. Caretaker shall provide his own insurance for personal contents of the caretaker's quarters. Caretaker shall look solely to his own insurance, in the event of fire or other casualty, and waives any claim against the city therefore.

REPAIRS: In the event of fire or other natural disasters which render the premises uninhabitable, the city reserves the right to repair the premises owned by the city and continue this agreement in force, or alternatively, at its option, to terminate this agreement without further obligation to Caretaker.

MAINTENANCE: The city shall be responsible for all exterior maintenance of the caretaker's residence. Interior maintenance including light bulbs, carpet cleaning, fire and carbon monoxide alarms, and other normal wear and tear shall be the responsibility of the caretaker.

APPLIANCES: The City shall furnish an oven/range, a refrigerator, and a hot water heater. The Caretaker shall provide all other personal appliances.

CARETAKERS DUTIES AND OBLIGATIONS

- (a) Open and close park restroom and shower facilities (if added in the future) morning and dusk,
- (b) General security of the park and its use by the public. Caretaker shall attempt, without force to resolve and control any disputes, unruly behavior, disturbances or violation of park rules and ordinances that might occur. Any disputes or disturbances that cannot be peacefully resolved by the caretaker shall immediately be referred to the Sedro-Woolley Police Department.
- (c) Caretaker maintenance duties shall include the following:
 1. General maintenance, litter pick up, and cleaning of the park grounds and restrooms;
 2. Restrooms and showers shall be inspected daily to supply necessary paper towels, toilet paper, and hand soap. Restrooms and showers will be thoroughly washed and cleaned when necessary; during the peak season this will need to be done every couple of hours.
 3. Garbage cans shall be checked daily, emptied when necessary.
 4. Notify Public Works Operations Supervisor when supplies are needed;
 5. Clean and wash park kitchen area and all tables before all scheduled event rentals and when necessary;

6. Clean ash out of BBQ pits and picnic tables and pads as needed;
 7. Replace picnic tables when they are removed from their designated area;
 8. Provide other park maintenance not otherwise listed to ensure an aesthetic and sanitary park environment.
 9. Caretaker will inspect playground equipment daily for safety purposes.
- (d) Caretaker will close and lock restrooms at Hammer Heritage Square, Memorial Park, and Bingham Park at dusk according to a schedule determined by the Public Works Operations Supervisor.
- (e) Caretaker shall serve as the Bingham Park RV Park Host and shall greet park guests, assist them with hooking up with utilities, and ensure that RV space rent is paid, and report problems to the Public Works Operations Supervisor.

WORK HOURS

Caretaker is free to determine hours of work to accomplish the above tasks unless specifically directed by the Public Works Operations Supervisor or designee.

TERMINATION: This agreement shall terminate and Caretaker shall surrender the premises to the city without notice or compensation, and in accordance with this agreement, upon the sooner of:

- (a) Upon election by the city to terminate this agreement for material violation of its terms by Caretaker;
- (b) As otherwise set forth in this agreement;
- (c) By either party with 60 days' notice to the other party.

APPLICABLE LAW: This agreement shall be governed by the laws of the State of Washington and the City of Sedro-Woolley.

Caretaker acknowledges that he has read this agreement and will abide by the terms and comply with all rules and regulations adopted by the city.

CITY OF SEDRO-WOLLEY

Mayor

Phillip Thompson

ATTEST:

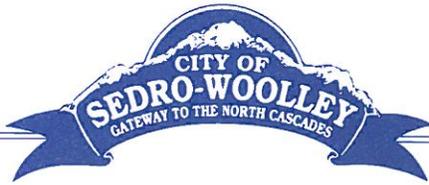
Finance Director

APPROVED AS TO FORM:

City Attorney

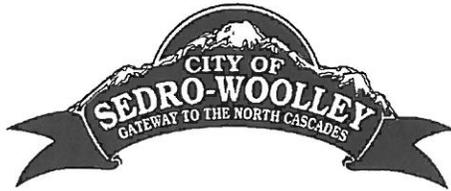
AUG 13 2014

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

AUG 13 2014

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

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

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

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible adoption by Resolution of the Six-Year Transportation Improvement Program (TIP) 2015-2020**
DATE: August 7, 2014 (for Council review August 13, 2014)

ISSUE

Shall council move to adopt Resolution _____ adopting the 2015-2020 Transportation Improvement Program?

BACKGROUND/DISCUSSION

Each year, all agencies who are eligible for federal and state funding programs must submit Six Year Transportation Improvement Program documents to the state for inclusion in the statewide Transportation Improvement Program. The local agency TIP must include all projects that are selected for funding or anticipating funding under the Federal program for the next three years. Project inclusion on the TIP is required to qualify for federal and most state funding. Because of these requirements, the City updates the TIP each year and coordinates this with the Comprehensive Plan and Transportation Plan. Council adopted the 2014 to 2019 STIP on June 12, 2013 under Resolution 882-13.

A public hearing regarding the TIP and adoption of the TIP by Council Resolution is required. The public hearing is scheduled for the August 13, 2014 council meeting. The approved TIP is due to Skagit Metropolitan Planning Organization (MPO) by August 15, 2014. The MPO will forward the combined TIP for member agencies to the County and the State.

The attached TIP is prepared in the format required by WSDOT. The TIP has been updated from the 2014 version to include current anticipated schedules, funding and cost estimates. Note that projects already obligated, such as the PE phase for the Jameson Arterial Improvement Project, do not appear on the TIP.

Since the TIP is somewhat difficult to interpret due to state software formatting, the updated Table 13 Sedro-Woolley Transportation Improvements Projects and Programs List and accompanying map is attached for comparison. The projects shown on the list are the currently identified local projects eligible for federal and state funding.

RECOMMENDATION

Following the public hearing, Staff recommends adoption by resolution of the attached 2015-2020 Six Year TIP. The Resolution is also attached.

MOTION:

Move to adopt Resolution _____, "A RESOLUTION ADOPTING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, 2015- 2020".

RESOLUTION ___ - ___

A RESOLUTION ADOPTING THE SIX YEAR TRANSPORTATION
IMPROVEMENT PROGRAM FOR THE CITY OF SEDRO-WOOLLEY,
WASHINGTON
2015 – 2020

WHEREAS, pursuant to the provisions of Chapter 195 of the 1961 Session Laws of the State of Washington, Chapter 83 of the 1967 First Extraordinary Session of Laws of the State of Washington and RCW 35.77.101, the City Council of the City of Sedro-Woolley shall adopt a comprehensive Six-Year Transportation Improvement Program (TIP), and;

WHEREAS, a public hearing was called by the City Council for the purpose of adopting said comprehensive Six-Year TIP on August 13, 2014, at approximately 7:00 p.m., at the Sedro-Woolley City Hall, 325 Metcalf Street, Sedro-Woolley, Washington and it appeared that adoption of the Six Year Transportation Program will be good for the public.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sedro-Woolley that the 2015 – 2020 comprehensive Six Year Transportation Improvement Program of the City of Sedro-Woolley, Washington, as adopted at said public hearing is hereby adopted and approved as the 2015 – 2020 comprehensive Six Year Transportation Improvement Program of said City.

BE IT FURTHER RESOLVED that a copy of this street program, together with a copy of this resolution shall be filed with the Skagit MPO for inclusion in the Regional Six Year Transportation Improvement Program within the next 30 days; together with copies of each with the Washington State Department of Transportation Local Programs Engineer, and the Transportation Improvement Board.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 13th DAY OF AUGUST, 2014.

MAYOR MIKE ANDERSON

ATTEST:

APPROVED AS TO FORM:

City Clerk

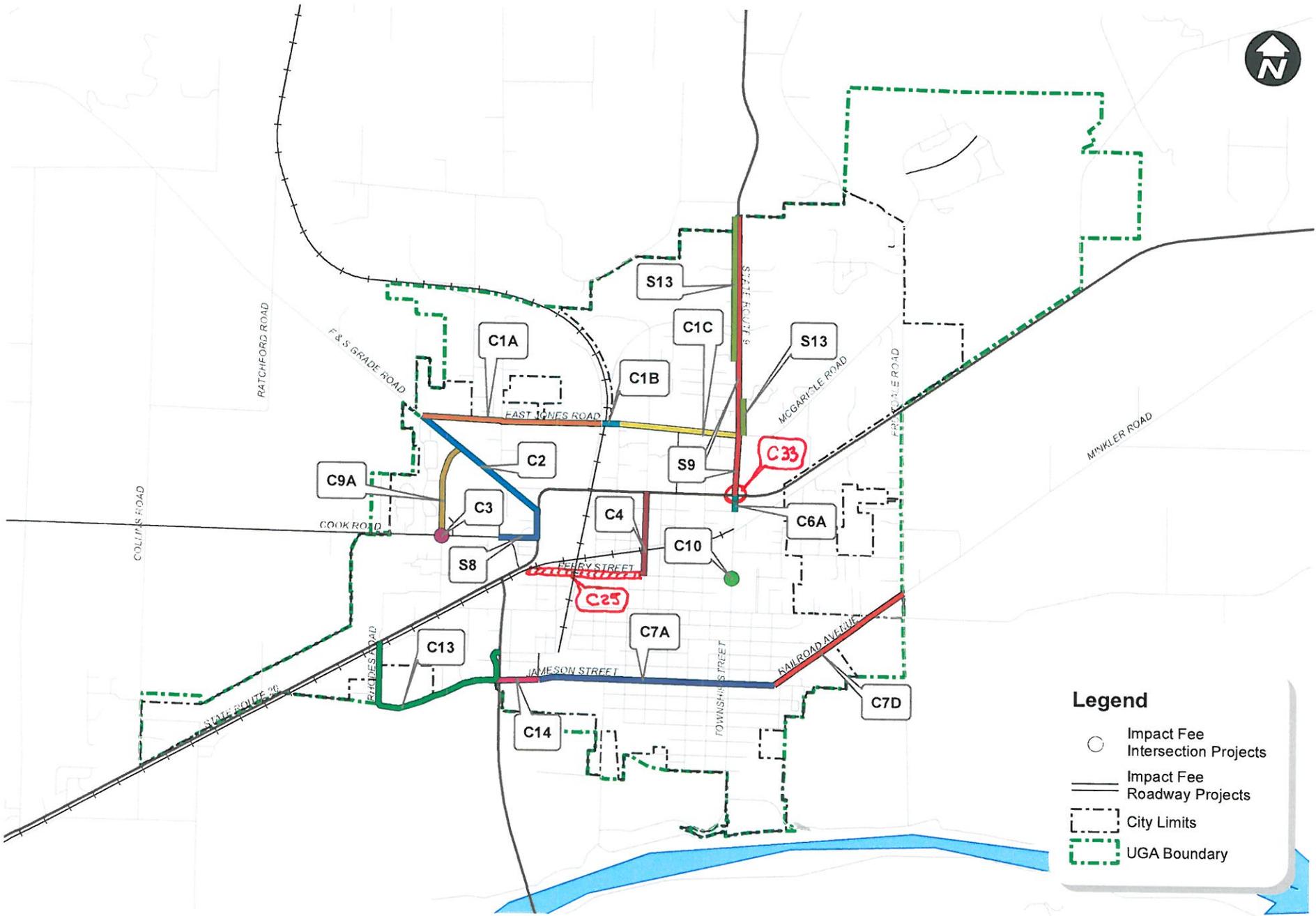
City Attorney

TABLE 13 - REVISED 2014-8-6 for 2015-2020 TIP
Sedro-Woolley Transportation Improvement Projects and Programs

Project Type	MAP ID ⁽¹⁾	2015 - 2020 TIP Project No.	2015 - 2020 TIP CN Year	2015 - 2020 TIP Priority No.	Project Name	Project Limits	Project Description	Priority	Total Cost 2013 (\$1,000's) (3)(4)	Sedro-Woolley 2013 Cost (\$1,000's) (3)	LOCAL MATCH CASH FLOW					
											2015	2016	2017	2018	2019	2020
	C14	SW01	2015	1	Jameson Arterial Extension to SR9	SR 9 MP 55.45 to Baley Rd	Relocate existing secondary arterial to new alignment with a new roundabout intersection at SR9, including drainage, curbs, bicycle/pedestrian path, HMA, pavement markings and illumination.	High	3,207	602						
	C1C	SW08A	2015	2	John Liner Road, Reed to Township Bicycle/Pedestrian Improvements Project	Reed Street to SR9/Township Street	Construct 10' shared use path on the north side of John Liner Road from Reed to Township, including drainage and illumination.	High	444	83	145					
	S14B	SW31A 1	2015	3	SR20/Cascade Trail West Extension Phase 1A - West State Street to Ferry Street	SR20 MP 64.51 West State Street to SR20 MP 64.90 Ferry Street	Construct a 10-foot wide Shared Use Path along the south side of SR20 from West State Street to Ferry Street	High	352	53	83					
	C25 NEW	SW30	2016	4	Ferry Street Overlay Project	Ferry Street, SR20 to Metcalf	Grind and overlay with petromat and structure adjustments. 1,650 LF	High	500	94	53					
	C6A	SW13	2016	5	South Township Street Arterial Improvements	Waldron to SR20	Grind and thick overlay with pavement markings. Combine with Ferry St Overlay SW24	High	50	13	94					
	C24 NEW	SW24	2017	6	Cook Road Overlay Project	Cook Road, Crossroads to West City Limits	Grind and overlay with petromat and structure adjustments.	High	500	94	13					
	S14C	SW31A 2	2017	7	SR20/Cascade Trail West Extension Phase 1A - Rhodes Road to West State Street	SR20 MP 64.2 Rhodes Road to SR20 MP 64.51 W State Street	Construct a 10-foot wide Shared Use Path along the south side of SR20 from Rhodes Road to West State Street.	Medium	473	71	94					
	S8 REV	SW02F	2018	8	SR 20 / Cook Rd Realignment and Extension Project Schedule F	SR20 MP 64.81 SR9S to MP	Complete the SR20/Cook Road Realignment & Extension Project Schedule F - SR20 Stormwater Conveyance System	High	800	160	71					
	S14A	SW34	2018	9	SR-20, Hodgkin Road to SR9 South Pedestrian Safety Improvements Project	SR20 MP 64.21 Hodgkin/Rhodes Road to SR20 MP 64.81 SR9 South	Construct 6' sidewalks, ADA ramps, and other pedestrian improvements along north side of SR20. Retain existing grass filter strip along roadside. Project SW	Medium	420	84	160					

TABLE 13 - REVISED 2014-8-6 for 2015-2020 TIP
Sedro-Woolley Transportation Improvement Projects and Programs

Project Type	MAP ID ⁽¹⁾	2015 - 2020 TIP Project No.	2015 - 2020 TIP CN Year	2015 - 2020 TIP Priority No.	Project Name	Project Limits	Project Description	Priority	Total Cost 2013 (\$1,000's) (3)(4)	Sedro-Woolley 2013 Cost (\$1,000's) (3)	LOCAL MATCH CASH FLOW					
											2015	2016	2017	2018	2019	2020
	C1B	SW06	2019	10	Jones/John Liner RR Undercrossing - SR20 Corridor Project Phase 2B	Sapp Road to Reed Street	Construct new BNSF Railroad undercrossing and connect East Jones Road to John Liner Road collector arterials, including railroad undercrossing, drainage, curbs, sidewalks, HMA, pavement markings and illumination.	Medium	6,100	1,525						
	C3	SW25	2020	11	Cook Road / Trail Road Intersection Improvements	Trail Road to Trail Road	Reconstruct intersection with traffic signal.	Medium	390	73					1,525	
	S16	SW33	2020	12	SR20/SR9N Township Intersection Improvements	SR20 MP 66.08	Intersection Improvements, Possible Single Lane Roundabout	Medium	2,000	300						73
	S13	SW03B	2020	13	SR9N/Centennial Trail Pedestrian/Bicycle Safety Improvements Project	West Side of SR9 M 57.99 Park Cottage to MP 58.30 North City Limits	Construct 6' bicycle lane and 6' sidewalk improvements on the west side of SR9 from Park Cottage Place to the North City Limits.	Medium	546	82						300
	C19	SW20	2020	14	Patrick Street Arterial Project SR20 Corr Proj Phase 4	Michael Street to East Jones Road	New collector arterial with drainage, curbs, sidewalks, HMA, pavement markings, illumination	Medium	1,440	-						82
TOTALS									17,222	3,233	281	106	165	244	1,525	455



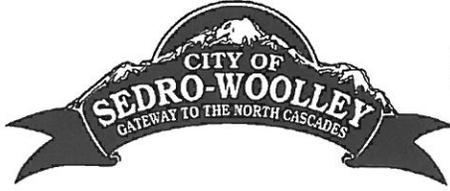
Transportation Impact Fee Improvement Projects - 2014 Update

ATTACHMENT

A

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 13 2014



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: RV park fees
DATE: August 13, 2014

ISSUE: Should the Council approve Ordinance _____-14 which establishes new fees for the Bingham Park RV park and increases fees at Riverfront for the spaces with new sewer services?

BACKGROUND: Bingham Park is ready to open and includes five full-service RV parking spaces. The public works staff are working on a sewer project that will add sewer to a number of RV spaces at Riverfront Park, thereby increasing the value of those spaces. This ordinance establishes a nightly rate of \$20.00 for parking with sewer and keeps the current rate of \$15.00 per night for spaces without sewer. It also includes a five consecutive night limit at Bingham as recommended by Nathan. Additionally, I revised the seasonal closure language for Riverfront to make it more flexible in those cases where we might want to stay open beyond October or open before May and made the tent rental more flexible to include other parks in the event we add tent spaces to Bingham Park or other park locations.

RECOMMENDATION: Motion to adopt Ordinance _____-14, an ordinance addressing fees and conditions for use of the city's RV parking facilities.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 12.36 TO ADDRESS FEES FOR RV USAGE AT RIVERFRONT PARK AND BINGHAM PARK

Whereas, SWMC 12.36.020 sets fees for use of the City's recreational vehicle park and covered areas, and

Whereas, the City of Sedro-Woolley recently added five full-service RV parking spaces at Bingham Park and is in the process of adding full hook-ups to a number of spaces at Riverfront Park; and

Whereas, the Council desires to create a fee schedule that includes Bingham Park and to increase fees for RV parking with full sewer hook-ups to more closely reflect the market value, now therefore,

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

Section 1. SWMC 12.36.020 A is amended as follows:

- A. Length of Stay. No person shall use the Riverfront Park recreational vehicle facility more than fourteen consecutive days. ~~during the months of May through October.~~ No person shall use the Bingham Park recreational vehicle facility more than five consecutive days. No person shall leave a recreational vehicle unattended for longer than forty-eight hours. Extension of time limit is subject to availability. The city reserves the right to remove unattended vehicles during times of flood or other natural disaster at the owner's expense. The city reserves the right to deny usage to any person. The Riverfront Park recreational vehicle facility is closed seasonally to minimize risk during flood season. Closure dates are established by the Public Works Supervisor annually.

Section 2. SWMC 12.36.020 B is amended as follows:

B. Fees.

1. A fee of fifteen dollars per night shall be charged in advance for each space rented that does not have full sewer hook-ups.
2. A fee of twenty dollars per night shall be charged in advance for each space rented that has full sewer hook-ups.
3. A fee of ten dollars per night shall be charged in advance for each tent site. ~~at the Riverfront Park recreational vehicle facility.~~

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

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2014, and signed in authentication of its passage this ____ day of _____, 2014.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Published: