

Next Ord: 1796-14
Next Res: 905-14

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 27, 2014

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar1-35

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 #179841 to #179926 plus EFT's in the amount of \$846,907.43
 - Payroll Checks #58252 to #58265 plus EFT's in the amount of \$189,599.38
- d. Interlocal Agreement with Department of Revenue for Business Licensing - Contract Amendment No. K877-1
- e. Interlocal Agreement with Skagit County for Library Services – 2014
- f. Request for Out of State Travel & Interlocal Agreement with Skagit County for Reimbursement - Police Department

- 4. Public Comment.....37

UNFINISHED BUSINESS

- 5. Ordinance Amending SWMC 12.36 to Address Fees for RV Usage at Riverfront Park and Bingham Park (2nd reading).....39-42

NEW BUSINESS

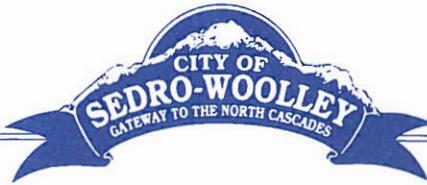
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

AUG 27 2014

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



DATE: August 27, 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 27, 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 27 2014

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
August 13, 2014 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Brenda Kinzer, Germaine Kornegay, Keith Wagoner, Hugh Galbraith and Rick Lemley. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiberger, Planning Director Coleman, and Police Chief Tucker.

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #179722 – 179840 in the amount of \$231,496.92
 - Payroll Checks #58231 to #58251 plus EFT's in the amount of \$264,512.03
- Resolution 903-14 Regarding Changes to the By-Laws and Interlocal Agreement to the Cities Insurance Association of Washington (CIAW)
- Bingham Park Caretaker Agreement

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

Public Comment

Billy Farrar – 910 Curtis Street, thanked the Council for help in moving the marijuana shop and requested Council consider for the future to extend the boundaries to 1500 feet from the required 1000 feet.

Patsy Burke – 286 Klinger St., thanked the Mayor for coming to look at the traffic issues in her neighborhood. She requested signage stating “cross traffic does not stop”. She also discussed several traffic issues and requested the traffic wagon be placed in the area.

PUBLIC HEARINGS

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

Public Works Director Freiberger introduced the 2015 – 2020 Transportation Improvement Program (TIP). He noted the list is used for obtaining federal and state funds for projects and further explained the purpose of the TIP. He reviewed changes and

additions to the list. A power point presentation was shown to highlight various projects and project areas.

Questions were entertained regarding the proposed Hwy 9 roundabout sending traffic onto Rhodes Rd., safety and lighting features to the Jameson project, support from the School District on the Jameson project, accident history at Nelson, addition of the Cascade Trail to the TIP, sidewalk projects and storm drain system upgrades.

Mayor Anderson opened the public hearing at 7:26 P.M.

Louie Requa – 310 W. Bennett presented some history on the route for the Jameson Street arterial dating back to the 1950's. He expressed his support on the Jameson Arterial project as well as other projects listed.

Randy Good – 35482 State Route 20, addressed the listing of Priority Project #3 Cascade Trail. He noted the requirements is to have the projects listed on both the City's TIP and on SCOG's TIP. Good expressed concern of the public process and deadlines for public comment. He passed out a hand out with attachments that presented information and concerns with public process, noting the 2014-2017 SCOG TIP does not include Item 3.

Julie Buchanan – 21816 Medcalf Ln. discussed the Cascade Trail and questioned future plans for extension of the trail to Rhodes Road or further.

Some discussion ensued regarding future plans for completion of the trail.

Tony Splane – 714 Sapp Road, noted that Jameson Street at one time was hooked up to Rhodes Road.

Phillip Murray – 223 State Street, addressed the paving project listed for paving of Ferry St, from Hwy 20 to Metcalf. He also addressed the large trucks coming through town.

Linda Tilley – 127 N. Central, questioned the extension of Jones Road to Sapp Road and how it will be done with the existing trestle. She also noted the danger of going under the train trestle.

Mayor Anderson closed the public hearing at 7:47 P.M.

Councilmember Loy questioned the two read rule.

Mayor Anderson noted the short deadline with not enough time for the two read rule. Discussion was held regarding funding, the upcoming deadline and Priority Project #3 Trail in relationship to SCOG.

Councilmember Lemley moved to adopt Resolution No. 904-14 Adopting the 2015-2020 Transportation Improvement Program. Seconded by Councilmember Kornegay. Motion (6-0).

UNFINISHED BUSINESS

NEW BUSINESS

Ordinance Amending SWMC 12.36 to Address Fees for RV Usage at Riverfront Park and Bingham Park

City Supervisor/Attorney Berg reviewed the proposed ordinance for minor changes to rates for Riverfront and Bingham Park. He noted it includes a mechanism for rent at Bingham Park. Also discussed is the public works project for sewer hook ups at Riverfront Park. Berg noted the ordinance deletes specific seasonal dates and allows staff to make the decision for closure during flood season. Bingham Park will open September 1st.

Discussion was held on the length of stay at Bingham Park.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Tucker – reported on a recent pursuit, a serious domestic violence case and towing of a camper. He also reported on a grant for new radar units which will help to get the two new officers equipped. Tucker stated they are also getting geared up to hire the next officer in order to get them into the academy. A house at 219 Laurel has been served with abatement notices and has now been confiscated due to drug activity.

Councilmember Kornegay questioned the recent tagging on Central and Ball Streets.

Planning Director Coleman – noted some late materials for recommendation of Linda Tilley to the Planning Commission. He requested council action regarding the appointment.

Councilmember Kornegay moved to appoint Linda Tilley to the Planning Commission. Seconded by Councilmember Lemley. Motion carried (6-0).

Public Works Engineer Freiberger – updated the Council on the SR20/Cook Road Realignment Project that is nearing completion. A Ribbon Cutting Ceremony will be held on Wednesday, September 3rd. Freiberger also discussed his status and change order report. The Third Street Overlay Project is going along well with sidewalks nearing completion. Also nearing completion is the LED Lighting Project. He noted staff is working on the sewer design for Riverfront Park and spoke on the Fruitdale Road repair and grant applications and funding.

City Supervisor/Attorney Berg – addressed a late materials item for a lease agreement with SBA Communications to place a city-owned radio transceiver for the Police Department. Berg requested Council authorization to sign the lease subject to final language adjustment as negotiated by the City Attorney.

Some discussion ensued regarding payment and possible Sedro-Woolley School District participation.

Councilmember Wagoner moved to approve the attached lease between SBA Communication and the City of Sedro-Woolley subject to final language adjustments as negotiated by the City Attorney. Seconded by Councilmember Kornegay. Motion carried (6-0).

City Supervisor/Attorney Berg noted there is no pressing business for the worksession scheduled for September 3rd. He requested consensus whether to continue with having the worksession or to cancel. The Council consensus was to cancel the worksession. He also announced the reopening of Bingham Park.

Finance Director Nelson – reported on the rating review from Standard & Poor’s on the City’s bond rating. She noted Standard & Poor’s has reviewed the General Obligation bond ratings at an A+ rating.

Councilmember Lemley – informed Council that a member of the Bricka family, had a serious accident at Pilchuck Falls and requested him to be held in everyone’s thoughts.

Councilmember Galbraith – reported on attending “Cascades to the Sound” a fund raising event for the Sedro-Woolley Arts Council. He stated the event was a great event with great attendance.

Councilmember Kornegay – announced the upcoming Sample of Sedro to be held on Monday, August 18th.

Councilmember Loy – announced the upcoming 2nd Annual Skateboard Challenge to be held on September 6th.

EXECUTIVE SESSION

The meeting adjourned to Executive Session at 8:25 P.M. for approximately 30 minutes under RCW 42.30.111(i) Enforcement Action and RCW 42.30.111(b) Real Estate with no action anticipated.

The meeting reconvened at 8:52 P.M.

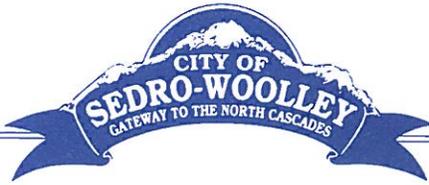
Councilmember Wagoner gave a brief report on the Utility Committee regarding every other week garbage service.

Councilmember Lemley moved to adjourn. Seconded by Councilmember Galbraith. Motion carried (6-0).

The meeting adjourned at 8:55 P.M.

AUG 27 2014

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



DATE: August 27, 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 27, 2014.

Motion to approve Claim Checks #179841 to #179926 plus EFT's in the amount of \$846,907.43.

Motion to approve Payroll Checks #58252 to #58265 plus EFT'S in the amount of \$189,599.38.

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

08/14/2014 To: 08/27/2014

Time: 16:51:03 Date: 08/21/2014
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6360	08/27/2014	Claims	2	EFT	US Bank -- Purchase Cards	2,369.80	
					621 - 389 50 00 000 - Unapplied Cash - Suspense	-70.56	
					621 - 389 50 00 000 - Unapplied Cash - Suspense	-75.00	
					001 - 517 90 43 002 - Employee Wellness (meals)	39.76	
					001 - 517 90 49 003 - Employee Wellness (supplies)	77.43	
					001 - 518 80 35 000 - Small Tools/Minor Equip	29.28	
					001 - 518 80 35 000 - Small Tools/Minor Equip	25.66	
					001 - 518 80 49 000 - Software Maint & Support	49.00	
					001 - 521 20 31 002 - Office/Operating Supplies	79.99	
					001 - 522 20 41 000 - Professional Services	10.00	
					401 - 535 80 31 000 - Office Supplies	95.46	
					401 - 535 80 41 000 - Professional Services	85.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	94.00	
					103 - 542 30 48 000 - Repair/Maint-Streets	203.98	
					001 - 558 60 49 030 - Tuition/Registration	300.00	
					105 - 572 20 31 010 - Supplies	59.69	
					105 - 572 20 34 000 - Summer Reading Program	230.00	
					105 - 572 20 43 000 - Travel	54.00	
					105 - 572 20 49 010 - Tuition/registration	80.00	
					001 - 594 18 64 001 - Network Hardware	375.28	
					105 - 594 72 64 001 - Books - Skagit County	70.76	
					105 - 594 72 64 001 - Books - Skagit County	255.00	
					001 - 595 10 43 000 - Travel	9.95	
6361	08/27/2014	Claims	2	EFT	WA State Dept Of Revenue	11,121.55	
					001 - 518 80 35 000 - Small Tools/Minor Equip	5.90	
					001 - 521 20 31 002 - Office/Operating Supplies	7.84	
					001 - 522 20 31 000 - Operating Supplies	37.97	
					001 - 522 50 48 010 - Repairs/Maint-Dorm	9.51	
					401 - 535 50 48 000 - Maintenance Contracts	97.75	
					401 - 535 80 44 010 - Taxes & Assessments	5,028.46	
					102 - 536 20 44 010 - Taxes And Assessments	174.99	
					412 - 537 80 31 000 - Operating Supplies	8.50	
					412 - 537 80 44 001 - Taxes & Assessments	5,553.40	
					105 - 572 20 31 000 - Operating Supplies	15.27	
					105 - 572 20 44 010 - Taxes & Assessments	8.36	
					101 - 576 80 35 000 - Small Tools & Minor Equip	17.46	
					101 - 576 80 44 010 - Taxes And Assessments	141.04	
					001 - 594 18 64 001 - Network Hardware	11.36	
					105 - 594 72 64 000 - Books & Materials	3.74	
6286	08/18/2014	Claims	2	179841	Skagit County Auditor	64.00	608 Sterling St.
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	32.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	32.00	
6362	08/27/2014	Claims	2	179842	Financial Services Admin Office of the Courts	245.00	
					001 - 512 50 49 000 - Tuition/Registration	245.00	
6363	08/27/2014	Claims	2	179843	All-Phase Electric	42.99	
					001 - 522 20 48 000 - Repairs/Maint-Equip	42.99	
6364	08/27/2014	Claims	2	179844	Aramark Uniform Services	25.68	
					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	
6365	08/27/2014	Claims	2	179845	Assoc Petroleum Products	4,445.21	
					001 - 518 20 32 000 - Auto Fuel	262.78	
					001 - 521 20 32 000 - Auto Fuel	1,733.96	
					001 - 522 20 32 000 - Auto Fuel/Diesel	951.72	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 32 000		- Auto Fuel/Diesel	147.83	
			102 - 536 20 32 000		- Auto Fuel/SDiesel	136.79	
			103 - 542 30 32 000		- Auto Fuel/Diesel	265.19	
			101 - 576 80 32 000		- Auto Fuel/Diesel	946.94	
6366	08/27/2014	Claims	2	179846	Association Of WA Cities	3,079.44	
			001 - 521 20 27 000		- Retired Medical	3,079.44	
6367	08/27/2014	Claims	2	179847	Bay City Supply	183.50	
			101 - 576 80 31 002		- Operating Sup - RV Park	55.34	
			101 - 576 80 31 006		- Operating Sup - City Hall	128.16	
6368	08/27/2014	Claims	2	179848	Bioscience Inc	1,150.00	
			401 - 535 50 48 010		- Maintenance Of Lines	1,150.00	
6369	08/27/2014	Claims	2	179849	Blumenthal Uniform & Equip	1,361.82	
			001 - 521 20 26 000		- Uniforms/Accessories	107.35	
			001 - 521 20 26 000		- Uniforms/Accessories	804.74	
			001 - 521 20 26 000		- Uniforms/Accessories	141.59	
			001 - 521 20 26 000		- Uniforms/Accessories	308.14	
6370	08/27/2014	Claims	2	179850	Boulder Park Inc	7,086.91	
			401 - 535 80 35 020		- Solids Handling	7,086.91	
6371	08/27/2014	Claims	2	179851	Brim Tractor Company Inc	1,596.08	
			412 - 537 50 48 000		- Repairs/maint-equip	975.34	
			412 - 537 50 48 000		- Repairs/maint-equip	620.74	
6372	08/27/2014	Claims	2	179852	Carrot-Top Industries Inc	217.73	
			001 - 522 20 31 001		- Flags	217.73	
6373	08/27/2014	Claims	2	179853	Cities Insurance Assoc	244.13	
			103 - 542 30 49 020		- Misc-Judgment & Damages	244.13	
6374	08/27/2014	Claims	2	179854	Code Publishing Inc	251.30	
			001 - 511 30 34 000		- Code Book	251.30	
6375	08/27/2014	Claims	2	179855	Collins Office Supply Inc	19.40	
			001 - 521 20 31 002		- Office/Operating Supplies	19.40	
6376	08/27/2014	Claims	2	179856	Crystal Springs	30.90	
			401 - 535 80 31 010		- Operating Supplies	30.90	
6377	08/27/2014	Claims	2	179857	Cues	14.41	
			401 - 535 50 48 010		- Maintenance Of Lines	14.41	
6378	08/27/2014	Claims	2	179858	Data Base Records Destruction LLC	109.08	
			001 - 512 50 31 000		- Supplies	22.39	
			001 - 514 23 31 000		- Supplies	22.39	
			001 - 521 20 31 002		- Office/Operating Supplies	44.78	
			001 - 524 20 31 000		- Off/Oper Supps & Books	6.50	
			001 - 558 60 31 000		- Supplies/Books	6.51	
			001 - 595 10 31 000		- Supplies	6.51	
6379	08/27/2014	Claims	2	179859	Databar	2,260.25	
			425 - 531 50 42 010		- Postage	90.40	
			401 - 535 80 42 015		- Postage	1,469.17	
			412 - 537 80 42 010		- Postage	700.68	
6380	08/27/2014	Claims	2	179860	David Evans & Assoc Inc	43,046.13	
			104 - 595 30 63 080		- Const-SR20 Cook Realign TI	39,649.37	
			104 - 595 30 63 081		- Const-SR20 Cook Realign PU	898.25	
			104 - 595 61 63 050		- Const SR20/Cook Sidewalks	2,237.19	
			104 - 595 65 63 000		- Const Park & Ride SR20/Coc	261.32	

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City Of Sedro-Woolley
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6381	08/27/2014	Claims	2	179861	E & E Lumber	1,148.41	219 Laurel Dr. Seizure
					401 - 535 80 31 010 - Operating Supplies	10.18	
					102 - 536 20 48 030 - Repair/Maintenance-Land	9.18	
					412 - 537 80 31 000 - Operating Supplies	14.26	
					103 - 542 30 31 000 - Operating Supplies	10.18	
					101 - 576 80 31 001 - Operating Sup - Riverfront	46.00	
					101 - 576 80 31 001 - Operating Sup - Riverfront	14.27	
					101 - 576 80 31 001 - Operating Sup - Riverfront	39.93	
					101 - 576 80 31 001 - Operating Sup - Riverfront	-46.00	
					101 - 576 80 31 001 - Operating Sup - Riverfront	46.00	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	16.28	
					101 - 576 80 31 006 - Operating Sup - City Hall	647.10	
					101 - 576 80 31 007 - Operating Sup - Library	39.24	
					101 - 576 80 31 008 - Operating Sup - Memorial	70.36	
					101 - 576 80 48 017 - Museum	7.12	
					101 - 576 80 48 017 - Museum	22.41	
					109 - 594 21 62 000 - Seizure - Real Property	201.90	
6382	08/27/2014	Claims	2	179862	Edge Analytical Inc	176.00	
					401 - 535 80 41 000 - Professional Services	47.00	
					401 - 535 80 41 000 - Professional Services	129.00	
6383	08/27/2014	Claims	2	179863	Emergency Medical Products Inc	305.25	
					001 - 522 20 31 000 - Operating Supplies	305.25	
6384	08/27/2014	Claims	2	179864	Enterprise Office Systems	195.19	
					001 - 514 23 31 000 - Supplies	195.19	
6385	08/27/2014	Claims	2	179865	Fastenal Company	941.47	
					412 - 537 80 31 000 - Operating Supplies	38.71	
					412 - 537 80 31 000 - Operating Supplies	712.51	
					412 - 537 80 31 000 - Operating Supplies	152.56	
					103 - 542 30 31 000 - Operating Supplies	37.69	
6386	08/27/2014	Claims	2	179866	Federal Certified Hearing	40.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	20.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	20.00	
6387	08/27/2014	Claims	2	179867	Frontier Building Supply	1,384.46	
					103 - 542 64 31 001 - Painting & Striping Supplies	1,384.46	
6388	08/27/2014	Claims	2	179868	Frontier	250.92	
					001 - 522 20 42 020 - Telephone	154.05	
					101 - 576 80 47 010 - Community Center	96.87	
6389	08/27/2014	Claims	2	179869	Glenn Gardner	217.00	
					001 - 521 20 48 010 - Repair & Maint - Auto	217.00	
6390	08/27/2014	Claims	2	179870	General Fire Apparatus	45.57	
					001 - 522 20 35 000 - Small Tools & Minor Equip	45.57	
6391	08/27/2014	Claims	2	179871	Guardian NW Title & Escrow	325.50	608 Sterling
					112 - 515 30 41 112 - Legal Services	325.50	
6392	08/27/2014	Claims	2	179872	HB Jaeger Co LLC	14.86	
					401 - 535 50 48 010 - Maintenance Of Lines	14.86	
6393	08/27/2014	Claims	2	179873	Ingram Library Services	334.51	
					105 - 594 72 64 000 - Books & Materials	301.15	
					105 - 594 72 64 000 - Books & Materials	33.36	
6394	08/27/2014	Claims	2	179874	Janicki Logging Co	247.63	
					001 - 522 20 48 000 - Repairs/Maint-Equip	247.63	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6395	08/27/2014	Claims	2	179875	Teresa Keene	2,500.00	
					001 - 515 30 41 001 - Prosecuting Attorney	2,500.00	
6396	08/27/2014	Claims	2	179876	Kesselring Tactical Supply	1,220.36	
					001 - 521 20 31 015 - Ammunition	1,220.36	
6397	08/27/2014	Claims	2	179877	LN Curtis & Sons	38.90	
					001 - 522 20 31 000 - Operating Supplies	38.90	
6398	08/27/2014	Claims	2	179878	Lakeside Industries	76.49	
					103 - 542 30 48 000 - Repair/Maint-Streets	76.49	
6399	08/27/2014	Claims	2	179879	Library Store Inc	154.35	
					105 - 572 20 31 010 - Supplies	24.14	
					105 - 572 20 31 010 - Supplies	130.21	
6400	08/27/2014	Claims	2	179880	William R McCann	3,000.00	
					001 - 515 93 41 000 - Indigent Defender	3,000.00	
6401	08/27/2014	Claims	2	179881	Dan McIlrath	72.00	
					001 - 521 40 43 000 - Travel	72.00	
6402	08/27/2014	Claims	2	179882	McLoughlin & Eardley Corp	1,503.69	
					001 - 594 21 64 010 - Vehicles	1,503.69	
6403	08/27/2014	Claims	2	179883	Jack R Moore	765.58	
					001 - 558 60 41 001 - Professional Svcs-Reimb	765.58	
6404	08/27/2014	Claims	2	179884	Motor Trucks Inc	87.50	
					001 - 523 20 31 000 - Office/Operating Supplies	87.50	
6405	08/27/2014	Claims	2	179885	Mount Vernon Towing Inc	366.10	
					001 - 523 20 31 000 - Office/Operating Supplies	366.10	
6406	08/27/2014	Claims	2	179886	City Of Mount Vernon	100.00	
					105 - 572 20 41 004 - Secretary Of State Advertising	100.00	
6407	08/27/2014	Claims	2	179887	Neopost Northwest	245.20	
					001 - 514 23 31 000 - Supplies	245.20	
6408	08/27/2014	Claims	2	179888	Northup Group/dr Bill Ekemo	1,360.00	
					001 - 521 20 41 001 - Professional Services	1,360.00	
6409	08/27/2014	Claims	2	179889	Northwest Tinman	271.25	
					001 - 521 20 48 010 - Repair & Maint - Auto	271.25	
6410	08/27/2014	Claims	2	179890	Oliver-Hammer Clothes	168.91	
					401 - 535 80 35 010 - Safety Equipment	168.91	
6411	08/27/2014	Claims	2	179891	Orca Pacific Inc	493.63	
					401 - 535 80 31 020 - Op Supplies-Chemicals	493.63	
6412	08/27/2014	Claims	2	179892	Pacific Power Batteries	109.83	
					001 - 521 20 48 000 - Repairs & Maintenance	11.20	
					401 - 535 50 48 040 - Maintenance Of Vehicles	98.63	
6413	08/27/2014	Claims	2	179893	Parent & Child	14.97	
					105 - 594 72 64 000 - Books & Materials	14.97	
6414	08/27/2014	Claims	2	179894	Puget Sound Energy	10,041.43	
					103 - 542 63 47 000 - Public Utilities	10,041.43	
6415	08/27/2014	Claims	2	179895	Rehrig Pacific Company	14,617.83	
					412 - 537 80 34 000 - Containers	5,001.31	
					412 - 537 80 34 000 - Containers	2,085.15	
					412 - 537 80 34 000 - Containers	5,967.50	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

08/14/2014 To: 08/27/2014

Time: 16:51:03 Date: 08/21/2014
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 34 000		Containers	1,563.87	
6416	08/27/2014	Claims	2	179896	Rick's Refrigeration Inc	342.86	
			412 - 537 80 31 000		Operating Supplies	342.86	
6417	08/27/2014	Claims	2	179897	Rodda Paint Co	375.68	
			103 - 542 64 31 001		Painting & Striping Supplies	375.68	
6418	08/27/2014	Claims	2	179898	Seawestern Fire Fighting Equip	167.27	
			001 - 522 20 48 000		Repairs/Maint-Equip	167.27	
6419	08/27/2014	Claims	2	179899	Sedro-Woolley Auto Parts	15.21	
			001 - 522 20 48 000		Repairs/Maint-Equip	-27.93	
			001 - 522 20 48 000		Repairs/Maint-Equip	27.93	
			401 - 535 50 48 050		Maint Of General Equip	2.22	
			412 - 537 80 31 000		Operating Supplies	12.99	
6420	08/27/2014	Claims	2	179900	Seven Sisters Inc	3,502.17	
			401 - 535 50 48 050		Maint Of General Equip	531.39	
			401 - 535 50 48 050		Maint Of General Equip	400.54	
			103 - 542 30 48 000		Repair/Maint-Streets	557.55	
			101 - 576 80 48 003		Bingham Caretaker	92.37	
			101 - 576 80 48 005		Senior Center	88.20	
			101 - 576 80 48 015		Library	328.53	
			101 - 576 80 48 016		City Hall	1,266.47	
			101 - 576 80 48 022		Evidence Garage	237.12	
6421	08/27/2014	Claims	2	179901	Sherwin-Williams	59.32	
			103 - 542 64 31 001		Painting & Striping Supplies	35.08	
			103 - 542 64 31 001		Painting & Striping Supplies	24.24	
6422	08/27/2014	Claims	2	179902	Sjostrom Law Office	144.00	
			001 - 515 30 41 000		Professional Services	144.00	
6423	08/27/2014	Claims	2	179903	Skagit CD	171.55	
			425 - 531 50 41 002		Contracted Services	171.55	
6424	08/27/2014	Claims	2	179904	Skagit County Sheriff Office	5,027.32	
			001 - 523 60 51 000		Prisoners	5,027.32	
6425	08/27/2014	Claims	2	179905	Skagit Farmers Supply	60.62	
			102 - 536 20 48 030		Repair/Maintenance-Land	17.35	
			103 - 542 30 31 000		Operating Supplies	16.25	
			103 - 542 30 31 010		Operating Supplies-Propane	27.02	
6426	08/27/2014	Claims	2	179906	Skagit Publishing	768.75	
			001 - 511 60 31 001		Legal Publications	102.50	
			001 - 558 60 41 001		Professional Svcs-Reimb	235.75	
			001 - 558 60 41 010		Advertising	215.25	
			001 - 558 60 41 011		Advertising Reimbuseable	215.25	
6427	08/27/2014	Claims	2	179907	Skagit Regional Clinics	145.00	
			001 - 522 20 41 010		Prof Service-Medical Exams	145.00	
6428	08/27/2014	Claims	2	179908	Skagit Surveyors &	6,306.25	
			401 - 594 35 63 000		Engineering Services	2,375.00	
			104 - 595 30 63 030		Const Third St Overlay TIB	1,706.25	
			104 - 595 30 63 031		Const Third St Overlay PUD	843.75	
			104 - 595 61 63 035		Const Third St Sidewalks TIB	1,381.25	
6429	08/27/2014	Claims	2	179909	Smiley's Inc	888.53	
			001 - 522 20 48 000		Repairs/Maint-Equip	888.53	
6430	08/27/2014	Claims	2	179910	Smokey Point Concrete	286.00	
			101 - 594 76 61 001		Bingham Park	286.00	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

08/14/2014 To: 08/27/2014

Time: 16:51:03 Date: 08/21/2014
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6431	08/27/2014	Claims	2	179911	Sparkle Shop Laundries	5.97	
					001 - 521 20 26 010 - Uniform Cleaning	5.97	
6432	08/27/2014	Claims	2	179912	Staples Business Advantage	86.14	
					001 - 521 20 31 002 - Office/Operating Supplies	52.33	
					001 - 521 20 31 002 - Office/Operating Supplies	33.81	
6433	08/27/2014	Claims	2	179913	Stiles & Stiles	2,864.00	
					001 - 512 50 41 010 - Municipal Court Judge	2,864.00	
6434	08/27/2014	Claims	2	179914	Strider Const Co Inc	225,719.19	
					104 - 595 30 63 030 - Const Third St Overlay TIB	87,030.37	
					104 - 595 30 63 031 - Const Third St Overlay PUD	96,896.07	
					104 - 595 61 63 035 - Const Third St Sidewalks TIB	37,278.86	
					104 - 595 61 63 035 - Const Third St Sidewalks TIB	4,513.89	
6435	08/27/2014	Claims	2	179915	Strider Const Co Inc	427,811.95	
					101 - 594 76 61 001 - Bingham Park	5,410.22	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	300,255.82	
					104 - 595 61 63 050 - Const SR20/Cook Sidewalks '	119,641.35	
					104 - 595 65 63 000 - Const Park & Ride SR20/Coc	2,504.56	
6436	08/27/2014	Claims	2	179916	True Value	107.17	
					001 - 521 20 31 002 - Office/Operating Supplies	2.16	
					001 - 522 20 31 000 - Operating Supplies	20.60	
					001 - 522 20 31 000 - Operating Supplies	4.11	
					401 - 535 80 31 010 - Operating Supplies	11.70	
					401 - 535 80 31 010 - Operating Supplies	8.13	
					101 - 576 80 31 001 - Operating Sup - Riverfront	0.44	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	5.96	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	5.20	
					101 - 576 80 31 006 - Operating Sup - City Hall	13.01	
					101 - 576 80 31 008 - Operating Sup - Memorial	9.30	
					101 - 576 80 31 012 - Operating Sup - Hammer	7.04	
					101 - 576 80 35 000 - Small Tools & Minor Equip	19.52	
6437	08/27/2014	Claims	2	179917	Util Underground Loc Ctr	86.24	
					401 - 535 80 31 010 - Operating Supplies	86.24	
6438	08/27/2014	Claims	2	179918	Valley Auto Supply	292.93	
					001 - 522 20 48 000 - Repairs/Maint-Equip	27.71	
					401 - 535 50 48 040 - Maintenance Of Vehicles	15.40	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	249.82	
6439	08/27/2014	Claims	2	179919	Valley Freightliner Inc	318.14	
					412 - 537 50 48 000 - Repairs/maint-equip	318.14	
6440	08/27/2014	Claims	2	179920	WA St Dept Of Transport	6,304.10	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	6,304.10	
6441	08/27/2014	Claims	2	179921	Washington Federal	22,516.42	
					101 - 594 76 61 001 - Bingham Park	284.75	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	15,802.94	
					104 - 595 61 63 050 - Const SR20/Cook Sidewalks '	6,296.91	
					104 - 595 65 63 000 - Const Park & Ride SR20/Coc	131.82	
6442	08/27/2014	Claims	2	179922	Washington Federal	11,461.13	
					104 - 595 30 63 030 - Const Third St Overlay TIB	4,580.55	
					104 - 595 30 63 031 - Const Third St Overlay PUD	4,680.97	
					104 - 595 61 63 035 - Const Third St Sidewalks TIB	1,962.05	
					104 - 595 61 63 035 - Const Third St Sidewalks TIB	237.56	
6443	08/27/2014	Claims	2	179923	Washington State Patrol	165.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	165.00	

AUG 27 2014

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

Memorandum

To: Mayor Anderson & City Council

From: Patsy Nelson *Patsy*

Date: 8/18/2014

Re: Interlocal Agreement with Department of Revenue for Business Licensing

ISSUE: Shall the Council authorize the Mayor to sign the attached Contract Amendment with the Department of Revenue for Business License Processing?

BACKGROUND: The City has partnered with Washington State for business licensing services since 2011. Since that time, the Licensing Section was moved from the Department of Licensing to the Department of Revenue as part of the State's cost savings program.

The State is now moving to a new payment system for debit/credit cards which will be handled by a third party vendor. The State will no longer bill the City for its share of the card fees. Instead the third party vendor will pass the fee on to customers who choose to pay by this method. Customers wishing to pay on line may use e-check which remains a free payment option. The compensation section of the contract has been updated to reflect this change in payment.

Another contract change relates to data security of confidential information. Bill Chambers, IT Director, has reviewed this section and it is his opinion is that the City meets or exceeds these data storage requirements.

RECOMMENDATION: Motion to authorize the Mayor to sign Contract Amendment #K877-1 to Interagency/Interlocal Contract #K877 between the Washington State Department of Revenue and the City of Sedro-Woolley.



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

INTERAGENCY/INTERLOCAL CONTRACT BETWEEN

DEPARTMENT OF REVENUE
AND
CITY OF SEDRO WOOLLEY

CONTRACT AMENDMENT NO. K877-1
TO
INTERAGENCY/INTERLOCAL CONTRACT NO. K877

Interagency/Interlocal Contract No. K877, by and between the Department of Revenue (REVENUE) and City of Sedro Woolley (PARTNER) is amended as follows:

BUSINESS LICENSING SERVICES AGREEMENT

II. Purpose

The purpose of this Agreement is to establish the terms under which the Business Licensing Services (BLS) program of the Department of Revenue will act as Partner's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner's licensing or other regulatory activities, hereafter referred to as Confidential Licensing Information. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

VI. Compensation

The first bullet point under this section is deleted and replaced with the following:

- The Partner shall reimburse Revenue for all fees charged by credit card processors and/or financial institutions upon any funds charged, collected, or refunded by Revenue in processing applications and/or collecting fees related to Partner's licensing or other regulatory activities. If a suitable alternative to the credit card processing can be established, eliminating the requirement of Partner reimbursement for credit card bank fees, this provision can be disregarded upon implementation of the suitable alternative without amending this Agreement. The Partner is still accountable for remaining credit card bank fees owed prior to implementation of the suitable alternative.

EXHIBIT A

1. Purpose and Scope

The following provisions establish the terms under which Revenue and Partner will share all data, including Confidential Licensing Information, pursuant to the BLS Agency Partnership Agreement (the "Agreement").

2. Definitions

"Confidential Licensing Information" has the same meaning as "Licensing Information" under RCW 19.02.115(1)(b) and includes, but is not limited to, any information included in the business license applications, renewal applications, and business licenses under the Business Licensing Service program. Confidential Licensing Information is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.

3. Confidentiality



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure, all Confidential Licensing Information received under the Agreement.

- A. **Ensuring Security:** Partner and Revenue shall each establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all Confidential Licensing Information received by it under this Agreement is secure from unauthorized use, access, or disclosure.
- B. **Proof of Security.** Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for Confidential Licensing Information. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

4. Statutory Prohibition Against Disclosure; Secrecy Affidavit.

- A. **Criminal Sanctions.** RCW 19.02.115 prohibits the disclosure of Confidential Licensing Information, except as expressly authorized by RCW 19.02.115. It is a misdemeanor for any person acquiring Confidential Licensing Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115. Additionally, if the person is a state officer or employee, the person must forfeit such office or employment and is incapable of holding any public office or employment in Washington for a period of two years thereafter.
- B. Partner will require employees with access to Confidential Licensing Information to sign a copy of the secrecy affidavit attached at Exhibit B.

5. Authorized Use, Access, and Disclosure

- A. **Permitted Uses:** Confidential Licensing Information may be used for official purposes only.
- B. **Permitted Access:** Confidential Licensing Information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.
- C. **Permitted Disclosure:** Confidential Licensing Information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
 - permitted under an express disclosure exception in RCW 19.02.115;
 - ordered under any judicial or administrative proceeding; or
 - otherwise expressly authorized by Revenue in writing.
- D. **Public Records Requests:** In the event that Partner reasonably believes that it must disclose information pursuant a Public Records Request, and Partner is prohibited from disclosing such information under the terms of this Agreement, Partner must give notice to Revenue of its intention to disclose. The notice shall be provided at least 14 business days in advance of disclosure, the notice shall contain a copy of the public records request, and the notice shall reasonably identify the information that Partner believes is prohibited from disclosure under this Agreement.

6. Breach of Confidentiality

In the event of any use, access, or disclosure of Confidential Licensing Information by Partner or its employees or agents in material violation of the confidentiality terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

days, after determining that a violation has occurred.

- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing Confidential Licensing Information; however, Revenue shall provide Partner with an electronic record containing all information collected for Partner's licensing or other regulatory activities in an electronic medium.

7. Ownership and Retention of Records

Except as otherwise expressly provided in this Agreement, Partner may retain possession of all such records in accordance with Chapter 40.14 RCW and applicable local government retention schedules as approved by the Office of the Secretary of State.

8. Data Security

All data provided by Revenue shall be stored on a secure environment with access limited to the least number of staff needed to complete the purpose of this Agreement.

a. Protection of Data

Partner agrees to store data on one or more of the following media and protect the data as described:

- 1) Workstation Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. If the workstation is located in an unsecured physical location the hard drive must be encrypted to protect Revenue data in the event the device is stolen.
- 2) Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. Backup copies for disaster recovery purposes must be encrypted if recorded to removable media.
- 3) Optical discs (e.g. CDs, DVDs, Blu-Rays) in local workstation optical disc drives. Data provided by Revenue on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the Agreement purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access Revenue data on optical discs must be located in an area which is accessible only to authorized individuals, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- 4) Data storage on portable devices or media.
 - a) Confidential Licensing Information may be stored by Partner on portable devices or media provided the data shall be given the following protections:
 - i. Encrypt the data with a key length of at least 128 bits



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

- ii. Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.
 - iii. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - iv. Physically protect the portable device(s) and/or media by:
 - Keeping them in locked storage when not in use;
 - Using check-in/check-out procedures when they are shared; and
 - Taking frequent inventories.
- b) When being transported outside of a secure area, portable devices and media with Confidential Licensing Information must be under the physical control of Partner staff with authorization to access the data.
 - c) Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.
 - d) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs, Blu-Rays), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).
- 5) Confidential Licensing Information received from Revenue will be encrypted using National Institute of Standards and Technology (NIST) approved cryptographic algorithms or modules when transmitted over the Internet, including information attached to or within email.
- b. Safeguards Against Unauthorized Access and Re-disclosure

Partner shall exercise due care to protect all Confidential Licensing Information from unauthorized physical and electronic access. Partner shall establish and implement the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by either party pursuant to this Agreement:

- 1) Partner will store the information in an area that is safe from access by unauthorized persons when not in use.
- 2) Partner shall take precautions to ensure that only authorized personnel and agents are given access to on-line files containing confidential or sensitive data.
- 3) Partner shall instruct all individuals with access to the Confidential Licensing Information regarding the confidential nature of the information, the requirements of Use of Data and Safeguards Against Unauthorized Access and Re-Disclosure clauses of this Agreement, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Agreement.



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

ALL OTHER PROVISIONS OF THE ORIGINAL AGREEMENT WILL REMAIN IN EFFECT FOR THE CONTRACT PERIOD.

Dan Contris
Chief Financial Officer
Department of Revenue

Date

City of Sedro Woolley

Date

Approved as to form:

On File
Kelly Owings
Assistant Attorney General

July 22, 2014
Date

AUG 27 2014

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

After Recording Return to:

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

**INTERLOCAL COOPERATIVE AGREEMENT
FOR
LIBRARY SERVICES**

This Interlocal Cooperative Agreement for Library Services is entered into between Skagit County, hereinafter referred to as the "County", and the City of Sedro-Woolley, hereinafter referred to as the "City" pursuant to RCW 39.34.

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the citizens residing in unincorporated Skagit County.
- Historically, the City has provided library services to residents and nonresidents alike.
- Non-residents are required to pay a fee for library services.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing services to residents and non-residents.
- The County, in 2014, has made funding available for a portion of the costs to provide services to non-resident users of libraries located within the City.

In consideration of the facts listed above, the parties agree as follows:

1. During 2014 the County will provide the City a total sum of \$8,848 to assist in providing library services to the citizens of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.

2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.
 - 2.1 The City must provide documentation that non-resident library users pay at least \$10 per library card.
 - 2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.
5. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 6.1 The County's representative shall be the Budget and Finance Director.
 - 6.2 The City's representative shall be the Library Director.
6. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
7. Changes, Modifications, Amendments and Waivers: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
8. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
9. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
10. The term of this agreement is the date of execution through December 31, 2014.

IN WITNESS WHEREOF, the parties have signed this Agreement as of this _____ day of _____, 2014.

CITY OF SEDRO-WOOLLEY

Mike Anderson, Mayor

ATTEST:

Clerk, City of Sedro-Woolley

APPROVED AS TO FORM:

Attorney, City of Sedro-Woolley

DATED this ____ day of _____, 2014.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Sharon D. Dillon, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

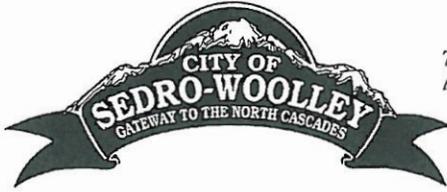
Risk Manager

Approved as to budget:

Budget & Finance Director

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 27 2014



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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0111
Fax (360) 855-0196

William L Tucker
Chief of Police

MEMO TO: City Council
FROM: Police Chief Lin Tucker
RE: Out of state travel
FOR MEETING ON: August 27th, 2014

ISSUE: Should the Council approve out of state travel for the Detective Paul Eaton to the National Crisis Intervention Team conference scheduled for October 13-15, 2014 in Monterrey California.

DISCUSSION: Detective Paul Eaton has been selected to be a Law Enforcement representative to attend the National Crisis Intervention Training, this will help him in his current job as a criminal investigator and on his membership with the County-wide Crisis/Hostage Negotiation Team. This training is an expansion of the basic Crisis Intervention training that the majority of Law Enforcement Officers have attended. Additionally, Detective Eaton is an instructor of Civilian and Law Enforcement Students in the area of Crisis Intervention at Skagit Valley College. This will assist him in training potential new Officers, Deputies and others in Crisis Intervention Techniques.

The County agrees to reimburse the City of Sedro Woolley actual expenses for October 2014 National Crisis Intervention Team Training Conference, to include conference registration, travel, meals (specifically excluded are alcoholic beverages and entertainment expenses), and lodging costs not to exceed the Federal rate of reimbursement, for a total not to exceed \$2,500.00.

REQUESTS FOR ACTION: Motion to ratify and approve the out of state travel request for Paul Eaton to attend this Training, initial expenses to be paid through the Police Budget and reimbursement to be received from Skagit County.

Respectfully

A handwritten signature in blue ink, appearing to read "William L. Tucker", is written over a white background.

William L. Tucker, Police Chief

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
CITY OF SEDRO WOOLLEY

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

1. PURPOSE: The purpose is to provide funding for a municipal law enforcement officer to attend the National Crisis Intervention Team Training in October 2014.

2. RESPONSIBILITIES: See Exhibit "A" Scope of Work, attached hereto and incorporated by reference.

3. TERM OF AGREEMENT: The term of this Agreement shall be from date of execution through December 31, 2014.

4. MANNER OF FINANCING: See Exhibit "B" Compensation, attached hereto and incorporated by reference.

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

5.1 The County's representative shall be Skagit County Public Health and Community Services' Human Services Manager.

5.2 The City's representative shall be Sedro Woolley Police Chief Lin Tucker.

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

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

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

rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

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

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

12. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY: The Contractor certifies by signing this Agreement that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. Further, Contractor agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" at <http://epls.arnet.gov/>.

:

GOVERNMENT AGENCY:
City of Sedro Woolley

Title of Signatory
(Date _____)

Print Name of Signatory

Mailing Address:

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

DATED this _____ day of _____, 2014.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Sharon D. Dillon, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"

SCOPE OF WORK

City of Sedro Woolley, hereinafter Contractor, shall assign a Sedro Woolley law enforcement officer to attend the October 2014 National Crisis Intervention Team Training.

1. Assign staff to attend and participate in 2014 National CIT Conference.
2. Assigned staff shall report back to Skagit County Law & Justice Council and support CIT activities in the community as available and appropriate.

EXHIBIT "B"

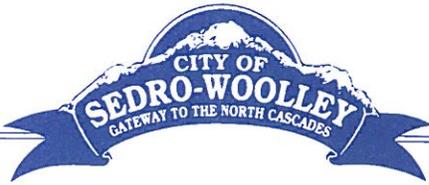
COMPENSATION

The County shall reimburse the Contractor for services outlined in Exhibit "A", Scope of Work, for a total not to exceed **\$2,500.00**.

1. The County agrees to reimburse the City of Sedro Woolley actual expenses for October 2014 National Crisis Intervention Team Training Conference, to include conference registration, travel, meals (specifically excluded are alcoholic beverages and entertainment expenses), and lodging costs not to exceed the Federal rate of reimbursement.
2. Requests for reimbursement and invoices shall be accompanied by the proper receipts and documentation to verify expenses.
3. The City shall budget funds awarded in a manner that ensures availability of such services throughout the entire term of this contract.
4. The County has established the following GL expenditure code(s) for this Agreement: 116 552 01 49 4175, which shall be included on all billings or correspondence in connection therewith.
5. Contractor shall submit an invoice on or before the tenth (10th) day of December 2014. Invoices shall be submitted to:
Skagit County Public Health and Community Services
309 South 3rd Street
Mount Vernon, WA 98273
6. The County agrees to make payment for services provided as approved by the Auditor of Skagit County with County warrants within thirty (30) working days following receipt of Contractor's claim for reimbursement; provided that no payment shall be made in the month during which services are delivered unless otherwise approved by the County.

AUG 27 2014

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



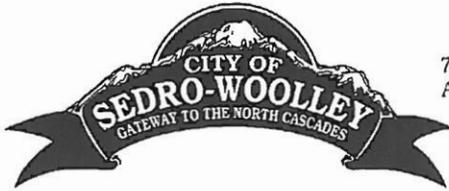
SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 27 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) 855-9922
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

2ND READING
OLD BUSINESS

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: