

Next Ord: 1814-15
Next Res: 910-15

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

February 11, 2015

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar..... 1-59

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 (including February 4, 2015 Work Session)
- c. Finance
 - Claim Checks #180902 to #180986 in the amount of \$150,543.14
 - Payroll Checks #58442 to #58460 plus EFT's in the amount of \$254,125.46
- d. Resolution 909-15 - Skagit County Natural Hazards Mitigation Plan (2nd reading)
- e. Possible Bid Award – Purchase Order No. 2015-PO-04 Sodium Hypochlorite, 12.5% Solution – Bulk Delivery
- f. Misc. Annual Contracts/Agreements
- 4. Skagit Watershed Council – Richard Brocksmith
- 5. Public Comment..... 60

PUBLIC HEARING

UNFINISHED BUSINESS

NEW BUSINESS

- 6. SWPD Update

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

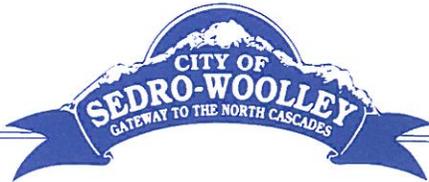
- 7. Report of Contracts approved under SWMC 2.104.060.....61

EXECUTIVE SESSION

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

FEB 11 2015

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



DATE: February 11, 2015
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 February 11, 2015 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.

FEB 11 2015

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
January 28, 2015 – 7:00 P.M. – Council Chambers

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

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

Pledge of Allegiance

Mayor Anderson welcomed members and leaders of Boy Scout Troop 79 who were in attendance.

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #180784 to #180823 in the amount of \$110,264.09
 - Claim Checks #180824 to #180901 in the amount of \$324,999.76
 - Payroll Checks #58428 to #58441 plus EFT's in the amount of \$205,491.48
- Tegris Agreement

Councilmember Loy requested the Tegris Agreement be pulled from the consent calendar.

Councilmember Galbraith moved to approve the consent calendar items A through C. Seconded by Councilmember Wagoner. Motion carried (7-0).

Tegris Agreement

Assistant Fire Chief Olson explained the Tegris System. It is an Online Inspection Testing and Maintenance enforcement tracking for sprinkler systems, hood systems etc. He noted the system would save the Fire Department time from manually entering the reports that are received. Olson also stated that both Mount Vernon and Burlington are currently using this system and there is no cost to the City for using this system.

Councilmember Wagoner moved to approve to approve the contract with Tegris at no charge Item D on the consent calendar. Seconded by Councilmember Lemley. Motion carried (7-0).

Skagit Valley Tulip Festival Presentation – Cindy Verge

Tina Pullar from the Skagit Valley Tulip Festival Executive Board thanked the Council for continued support and introduced Cindy Verge Executive Director. Verge presented the 2015 Tulip Festival Poster and left the 2015 brochures. She also detailed the artist of the 2015 poster.

Public Comment

Dennis O’Neil – 109 Talcott Street, addressed an area near the High School soccer fields and requested the ecology blocks be moved in order to block access. He also reported a ladder that has been at the Riverfront Park Amphitheatre for some time. O’Neil commented on the every other week garbage doing good although he did express concern when the weather turns warm.

PUBLIC HEARING

UNFINISHED BUSINESS

Washington Department of (Fish and) Wildlife Land Use Agreement for Maintenance of Site on River Road

City Supervisor/Attorney Berg reviewed the draft letter to the Washington Department of Fish and Wildlife Land regarding the use agreement that is due to expire. The letter indicates the City is not renewing the current agreement but is interested in discussing some sort of partnership. Berg requested Council action.

Councilmember Lemley moved to send the letter to Washington Department of Fish and Wildlife that is in the packet. Seconded by Councilmember Galbraith. Motion carried (7-0).

NEW BUSINESS

Skagit County Natural Hazards Mitigation Plan

Planning Director Coleman reported on the Skagit County Natural Hazards Mitigation Plan which is a combined effort of all cities, county, tribal and special purpose districts. He noted the draft is complete and ready to adopt. Coleman stated the purpose of the plan is to identify policies and actions that can be implemented over long term to reduce risk and future losses. The plan is required by the Federal Emergency Management Agency in order to receive grants in an emergency and a disaster.

Discussion ensued regarding changes made, early warning systems and the hospital not being included in the estimation chart.

It was noted the plan updates facts and figures and areas of susceptible flooding, mitigation projects, brickyard creek enhancement, risk estimation chart and risk estimation score.

Jail Medical

City Supervisor/Attorney Berg lead a discussion on jail medical in connection with upcoming discussions for a subsequent agreement for Jail Medical at the joint Jail Committee meeting.

Discussion included fit for jail examinations, average cost equate to a bed rate and malpractice.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Reports of Contracts Approved Under SWMC 2.104.060

Police Sergeant Harris – reported a search warrant had been issued in the 100 block of Warner with arrests made.

Planning Director Coleman – reminded Council of the Joint Planning Commission/Council worksession next Wednesday. The topic will be the 2015 Comprehensive Plan docket.

Public Works Director Freiburger – noted Public Works has been busy with design projects. Freiburger also noted at the March worksession he will be bringing forth Homeowner Association Stormwater Ponds and gave an update on the Greenstreet PUD project.

City Supervisor/Attorney Berg – addressed two late materials items. The first Memorandum of Understanding with AFSCME that addresses a request by the Offender Work Program Supervisor to move to part time status. Berg explained how this change will be handled. He also reviewed the second Memorandum of Understanding with AFSCME regarding take home vehicles.

Councilmember Wagoner moved to approve the Memorandum of Agreement between the City of Sedro-Woolley and AFSCME Local 176, Dated January 26, 2015, regarding the Offender Work Supervisor. Seconded by Councilmember Sandström. Motion carried (7-0).

Councilmember Galbraith moved to approve the Memorandum of Agreement between the City of Sedro-Woolley and AFSCME Local 176, Dated January 26, 2015, regarding take home vehicles. Seconded by Councilmember Kornegay. Motion carried (7-0).

City Supervisor/Attorney Berg gave an update on the Dike District 12 meeting regarding the upcoming hearing trial. A postponement has been requested due to the concerns of public participation. He also updated Council on the police repeater process. Berg informed Council that he will be participating in collective bargaining for the dispatch center over the next few months. The City will be paid for his time.

Councilmember Lemley – announced the upcoming Denny Engberg Memorial Auction to be held Saturday January 31st.

Councilmember Wagoner – questioned an email regarding consumption sewer billing. A short discussion ensued.

Councilmember Kornegay – announced GO Hawks!

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

The meeting adjourned at 8:13 P.M.

FEB 11 2015

CITY OF SEDRO-WOOLLEY

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

Joint Council and Planning Commission Worksession
February 4, 2015 – 7:00 P.M. – Public Safety Training Room

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

Flag Salute

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Hugh Galbraith, Rick Lemley and Brett Sandström. Planning Commission: Linda Tilley, Pat Huggins, Judith Dunn Lee, Eric Johnson, Jennifer Jacobs and Chuck Owen. Staff: City Supervisor/Attorney Berg and Planning Director Coleman.

Proposed Comprehensive Plan Amendments – 2015

- Mayor Anderson turned the meeting over to Planning Director Coleman to lead the discussion for Proposed Comprehensive Plan Amendments – 2015 Docket. Coleman introduced the 2015 docket and talked about the 2015 Comprehensive Plan Updates including the 2030 growth allocations. Discussion followed with questions and discussion from Councilmembers and Commissioners. Coleman requested the Council provide staff and Planning Commissioners with direction for the 2016 update.

Other

- City Supervisor/Attorney Berg briefed the group on the Northern State Adaptive Reuse Study and the Janicki Bioenergy Omniprocessor project.

The Planning Commission adjourned at 8:30 P.M.

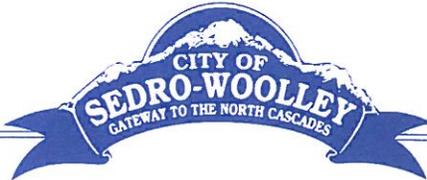
Executive Session

The City Council went into executive session to discuss potential litigation under RCW 42.30.110(1)(i) for 10 minutes with no decision anticipated.

The meeting reconvened at 8:40 P.M. and immediately adjourned.

FEB 11 2015

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



DATE: February 11, 2015
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 February 11, 2015.

Motion to approve Claim Checks #180902 to #180986 in the amount of \$150,543.14.

Motion to approve Payroll Checks #58442 to #58460 plus EFT's in the amount of \$254,125.46.

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

01/29/2015 To: 02/11/2015

Time: 15:10:16 Date: 02/05/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
658	02/11/2015	Claims	2	180902	AT & T	112.15	
					001 - 513 10 42 020 - Telephone	0.56	
					001 - 514 23 42 020 - Telephone	14.58	
					001 - 515 30 42 001 - Telephone	6.73	
					001 - 518 80 42 020 - Telephone	0.56	
					001 - 521 20 42 020 - Telephone	41.50	
					001 - 522 20 42 020 - Telephone	11.22	
					001 - 524 20 42 020 - Telephone	2.24	
					001 - 524 20 42 020 - Telephone	2.24	
					401 - 535 80 42 020 - Telephone	3.36	
					412 - 537 80 42 020 - Telephone	6.73	
					105 - 572 20 42 020 - Telephone	14.58	
					001 - 595 10 42 020 - Telephone	7.85	
659	02/11/2015	Claims	2	180903	Allelujah Business Systems	43.63	
					401 - 535 80 31 010 - Operating Supplies	43.63	
660	02/11/2015	Claims	2	180904	American Fleet Main LLC	149.73	
					001 - 522 20 48 000 - Repairs/Maint-Equip	149.73	
661	02/11/2015	Claims	2	180905	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	8.22	
					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	4.62	
662	02/11/2015	Claims	2	180906	Assoc Petroleum Products	2,092.11	
					001 - 518 20 32 000 - Auto Fuel	37.17	
					001 - 521 20 32 000 - Auto Fuel	736.05	
					001 - 522 20 32 000 - Auto Fuel/Diesel	409.03	
					401 - 535 50 48 050 - Maint Of General Equip	220.60	
					401 - 535 80 32 000 - Auto Fuel/Diesel	41.52	
					401 - 535 80 32 000 - Auto Fuel/Diesel	519.91	
					103 - 542 30 32 000 - Auto Fuel/Diesel	127.83	
663	02/11/2015	Claims	2	180907	Bank Of New York Mellon	53.64	
					230 - 592 21 83 230 - Bond Interest-GO Bonds	53.64	
664	02/11/2015	Claims	2	180908	Bay City Supply	168.32	
					101 - 576 80 31 006 - Operating Sup - City Hall	168.32	
665	02/11/2015	Claims	2	180909	Harold Beitler	1,384.80	
					001 - 521 20 27 000 - Retired Medical	1,384.80	
666	02/11/2015	Claims	2	180910	Blumenthal Uniform & Equip	2,063.21	
					001 - 522 20 26 000 - Uniforms	122.11	
					001 - 522 20 26 000 - Uniforms	347.34	
					001 - 522 20 26 000 - Uniforms	1,593.76	
667	02/11/2015	Claims	2	180911	Board For Volunteer Firefighters	2,430.00	
					001 - 522 20 23 001 - PERS Retirement	2,430.00	
668	02/11/2015	Claims	2	180912	Capital One Commercial	343.92	
					001 - 521 20 31 002 - Office/Operating Supplies	101.45	
					001 - 522 20 31 000 - Operating Supplies	242.47	
669	02/11/2015	Claims	2	180913	Cascade Natural Gas Corp	1,592.72	
					401 - 535 80 47 000 - Public Utilities	172.42	
					412 - 537 80 47 000 - Public Utilities	430.31	
					103 - 542 63 47 000 - Public Utilities	80.38	
					103 - 542 63 47 000 - Public Utilities	57.49	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			105 - 572 20 47 000		Public Utilities	199.73	
			101 - 576 80 47 010		Community Center	114.77	
			101 - 576 80 47 020		Senior Center	309.95	
			101 - 576 80 47 050		Hammer Square	93.52	
			101 - 576 80 47 052		Bingham Caretaker	134.15	
670	02/11/2015	Claims	2	180914	Code Publishing Inc	125.65	
			001 - 511 30 34 000		Code Book	125.65	
671	02/11/2015	Claims	2	180915	Collins Office Supply Inc	28.16	
			001 - 511 60 31 000		Supplies	28.16	
672	02/11/2015	Claims	2	180916	Comcast	148.95	
			001 - 518 80 42 021		Internet Services	148.95	
673	02/11/2015	Claims	2	180917	CompuCom	14,086.20	
			001 - 518 80 49 000		Software Maint & Support	14,086.20	
674	02/11/2015	Claims	2	180918	Data Base Records Destruction LLC	176.25	
			001 - 512 50 31 000		Supplies	22.39	
			001 - 514 23 31 000		Supplies	22.39	
			001 - 521 20 31 002		Office/Operating Supplies	89.56	
			001 - 524 20 31 000		Off/Oper Supps & Books	13.97	
			001 - 558 60 31 000		Supplies/Books	13.97	
			001 - 595 10 31 000		Supplies	13.97	
675	02/11/2015	Claims	2	180919	Day Wireless Systems Inc	1,312.85	
			001 - 521 10 48 000		Repair/Maintenance-Equip	1,312.85	
676	02/11/2015	Claims	2	180920	Decatur Electronics	1,320.00	
			001 - 594 21 64 000		Machinery & Equipment	1,320.00	
677	02/11/2015	Claims	2	180921	Dimensional Comm Inc	230.56	
			001 - 518 80 41 000		Professional Services	230.56	
678	02/11/2015	Claims	2	180922	E & E Lumber	755.60	
			103 - 542 30 31 000		Operating Supplies	15.29	
			103 - 542 30 31 000		Operating Supplies	14.27	
			103 - 542 30 31 000		Operating Supplies	92.16	
			103 - 542 30 31 000		Operating Supplies	6.56	
			103 - 542 30 35 000		Small Tools/Minor Equip	65.10	
			101 - 576 80 31 001		Operating Sup - Riverfront	73.39	
			101 - 576 80 35 000		Small Tools & Minor Equip	32.62	
			101 - 576 80 35 000		Small Tools & Minor Equip	41.79	
			101 - 576 80 48 001		Riverfront	38.63	
			101 - 576 80 48 004		Community Center	74.01	
			101 - 576 80 48 007		Bingham Park	295.67	
			101 - 576 80 48 015		Library	6.11	
679	02/11/2015	Claims	2	180923	Edge Analytical Inc	556.00	
			401 - 535 80 41 000		Professional Services	176.00	
			401 - 535 80 41 000		Professional Services	129.00	
			401 - 535 80 41 000		Professional Services	35.00	
			401 - 535 80 41 000		Professional Services	181.00	
			401 - 535 80 41 000		Professional Services	35.00	
680	02/11/2015	Claims	2	180924	Enterprise Office Systems	11.91	
			001 - 521 20 31 002		Office/Operating Supplies	11.91	
681	02/11/2015	Claims	2	180925	Fathom Yachts LLC	283.20	Refund Utility Deposit
			412 - 386 00 00 412		Dumpster Deposit	-283.20	Refund Utility Deposit
682	02/11/2015	Claims	2	180926	Frontier	967.59	
			001 - 521 20 42 020		Telephone	70.97	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 42 020		- Telephone	63.77	
			401 - 535 80 42 020		- Telephone	277.31	
			102 - 536 20 42 020		- Telephone	84.97	
			412 - 537 80 42 020		- Telephone	103.73	
			105 - 572 20 42 020		- Telephone	148.55	
			101 - 576 80 47 070		- City Hall	76.33	
			101 - 576 80 47 070		- City Hall	141.96	
683	02/11/2015	Claims	2	180927	Richard Lance George	1,633.80	
			001 - 521 20 27 000		- Retired Medical	1,633.80	
684	02/11/2015	Claims	2	180928	Gloria Meiers	310.20	Refund Utility Deposit
			412 - 386 00 00 412		- Dumpster Deposit	-310.20	Refund Utility Deposit
685	02/11/2015	Claims	2	180929	Great America Financial Svcs	125.69	
			105 - 572 20 48 020		- Repair/Maintenance-Equip	125.69	
686	02/11/2015	Claims	2	180930	HB Jaeger Co LLC	683.55	
			425 - 531 50 31 000		- Operating Supplies	683.55	
687	02/11/2015	Claims	2	180931	Hach Company	7,954.14	
			401 - 594 35 64 001		- Portable Equipment	7,954.14	
688	02/11/2015	Claims	2	180932	Hepburn Superior	493.36	
			102 - 536 20 34 000		- Liners	493.36	
689	02/11/2015	Claims	2	180933	Home Depot Credit Services	622.38	
			101 - 576 80 48 016		- City Hall	297.27	
			101 - 576 80 48 020		- Resource Conservation	325.11	
690	02/11/2015	Claims	2	180934	Humane Society Of Skagit	451.00	
			001 - 521 20 41 020		- Veterinary Services	183.00	
			001 - 521 20 41 021		- Humane Society	268.00	
691	02/11/2015	Claims	2	180935	Ingram Library Services	37.42	
			105 - 594 72 64 000		- Books & Materials	29.62	
			105 - 594 72 64 000		- Books & Materials	7.80	
692	02/11/2015	Claims	2	180936	Iworq Systems	1,200.00	
			001 - 594 24 64 000		- Office Equipment	400.00	
			001 - 594 58 64 000		- Office Equipment	400.00	
			001 - 595 10 49 020		- Software Licenses/Support	400.00	
693	02/11/2015	Claims	2	180937	JB Industrial	358.74	
			401 - 535 80 31 010		- Operating Supplies	358.74	
694	02/11/2015	Claims	2	180938	Ronald John	1,293.80	
			001 - 521 20 27 000		- Retired Medical	1,293.80	
695	02/11/2015	Claims	2	180939	LEIRA	50.00	
			001 - 521 40 49 000		- Tuition/Registration	50.00	
696	02/11/2015	Claims	2	180940	Lakeside Industries	935.10	
			103 - 542 30 48 000		- Repair/Maint-Streets	935.10	
697	02/11/2015	Claims	2	180941	Law Office of Glen Hoff	49.50	
			001 - 515 93 41 001		- Indigent Defense Conflict Coi	16.50	
			001 - 515 93 41 001		- Indigent Defense Conflict Coi	33.00	
698	02/11/2015	Claims	2	180942	Legend Data Systems Inc	43.89	
			001 - 522 20 31 000		- Operating Supplies	43.89	
699	02/11/2015	Claims	2	180943	Lithtex NW	133.10	
			001 - 512 50 31 000		- Supplies	133.10	
700	02/11/2015	Claims	2	180944	Loggers And Contractors	129.55	

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City Of Sedro-Woolley
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 30 35 000		- Small Tools/Minor Equip	129.55	
701	02/11/2015	Claims	2	180945	Carol Maas	225.00	
			001 - 518 80 41 000		- Professional Services	225.00	
702	02/11/2015	Claims	2	180946	Martin Marietta Materials	1,763.84	
			103 - 542 30 48 000		- Repair/Maint-Streets	702.14	
			103 - 542 30 48 000		- Repair/Maint-Streets	1,061.70	
703	02/11/2015	Claims	2	180947	McNeill Polygraph & Inves	175.00	
			001 - 521 20 41 001		- Professional Services	175.00	
704	02/11/2015	Claims	2	180948	Jack R Moore	639.65	
			001 - 524 20 41 000		- Professional Services	639.65	
705	02/11/2015	Claims	2	180949	City Of Mount Vernon	4,452.13	
			001 - 521 20 51 020		- Spillman System	2,315.11	
			001 - 522 20 51 000		- Central Dispatch	2,137.02	
706	02/11/2015	Claims	2	180950	NAEYC	109.00	
			105 - 572 20 34 001		- Early Literacy Program	109.00	
707	02/11/2015	Claims	2	180951	Oliver-Hammer Clothes	108.48	
			101 - 576 80 35 010		- Safety Equipment	108.48	
708	02/11/2015	Claims	2	180952	Pat Rimmer Tire Ctr Inc	793.50	
			001 - 522 20 48 000		- Repairs/Maint-Equip	793.50	
709	02/11/2015	Claims	2	180953	Penworthy Company (The)	51.86	
			105 - 594 72 64 000		- Books & Materials	51.86	
710	02/11/2015	Claims	2	180954	Petty Cash-Debra Peterson	57.78	
			105 - 572 20 34 001		- Early Literacy Program	14.40	
			105 - 594 72 64 000		- Books & Materials	43.38	
711	02/11/2015	Claims	2	180955	Public Agency Training Council	425.00	
			001 - 521 40 49 000		- Tuition/Registration	425.00	
712	02/11/2015	Claims	2	180956	Public Utility Dis No1	311.82	
			001 - 522 50 47 000		- Public Utilities	222.42	
			401 - 535 80 47 000		- Public Utilities	89.40	
713	02/11/2015	Claims	2	180957	Puget Sound Energy	16,815.44	
			001 - 521 20 47 000		- Public Utilities	30.43	
			001 - 522 50 47 000		- Public Utilities	113.88	
			425 - 531 50 47 000		- Public Utilities	189.76	
			401 - 535 80 47 000		- Public Utilities	10,857.95	
			102 - 536 20 47 000		- Public Utilities	58.51	
			412 - 537 80 47 000		- Public Utilities	205.51	
			103 - 542 63 47 000		- Public Utilities	82.20	
			103 - 542 63 47 000		- Public Utilities	8.63	
			103 - 542 63 47 000		- Public Utilities	206.14	
			103 - 542 63 47 000		- Public Utilities	788.25	
			108 - 557 30 41 000		- Advertising	20.74	
			105 - 572 20 47 000		- Public Utilities	243.30	
			101 - 576 80 47 000		- Riverfront	616.51	
			101 - 576 80 47 010		- Community Center	211.33	
			101 - 576 80 47 020		- Senior Center	352.43	
			101 - 576 80 47 040		- Train	78.22	
			101 - 576 80 47 050		- Hammer Square	241.99	
			101 - 576 80 47 051		- Bingham / Memorial	123.18	
			101 - 576 80 47 052		- Bingham Caretaker	102.69	
			101 - 576 80 47 052		- Bingham Caretaker	20.15	
			101 - 576 80 47 053		- Other Utilities	10.81	
			101 - 576 80 47 070		- City Hall	2,252.83	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

01/29/2015 To: 02/11/2015

Time: 15:10:16 Date: 02/05/2015
Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
714	02/11/2015	Claims	2	180958	Quiring Monuments Inc	100.00	
					102 - 536 20 34 000 - Liners	100.00	
715	02/11/2015	Claims	2	180959	Results Group LTD (the)	475.00	
					001 - 521 40 49 000 - Tuition/Registration	475.00	
716	02/11/2015	Claims	2	180960	Ricoh USA Inc	316.43	
					001 - 521 20 48 000 - Repairs & Maintenance	82.27	
					001 - 521 20 48 000 - Repairs & Maintenance	75.95	
					001 - 522 20 45 000 - Equipment Lease	75.95	
					001 - 522 20 48 000 - Repairs/Maint-Equip	82.26	
717	02/11/2015	Claims	2	180961	Sanderson Safety Supply	278.00	
					001 - 522 20 48 000 - Repairs/Maint-Equip	278.00	
718	02/11/2015	Claims	2	180962	Seawestern Fire Fighting Equip	328.95	
					001 - 522 20 35 000 - Small Tools & Minor Equip	328.95	
719	02/11/2015	Claims	2	180963	Sedro-Woolley Auto Parts	613.10	
					001 - 522 20 48 000 - Repairs/Maint-Equip	314.09	
					001 - 523 20 31 000 - Office/Operating Supplies	15.55	
					401 - 535 50 48 050 - Maint Of General Equip	63.93	
					103 - 542 30 31 000 - Operating Supplies	35.81	
					103 - 542 30 31 000 - Operating Supplies	111.67	
					103 - 542 30 31 000 - Operating Supplies	52.05	
					103 - 542 30 31 000 - Operating Supplies	20.00	
720	02/11/2015	Claims	2	180964	Sedro-Woolley School Dist	3,084.00	
					621 - 586 00 00 621 - School GMA Impact Fees	2,649.00	
					104 - 595 10 63 001 - Eng SR9 Bike Ped Lucas-Parl	290.00	
					104 - 595 10 63 001 - Eng SR9 Bike Ped Lucas-Parl	145.00	
721	02/11/2015	Claims	2	180965	Sedro-Woolley Volunteer	12,092.50	
					001 - 522 20 11 010 - Salaries-Volunteers	12,092.50	
722	02/11/2015	Claims	2	180966	Sirchie Finger Print	79.77	
					001 - 521 20 31 002 - Office/Operating Supplies	79.77	
723	02/11/2015	Claims	2	180967	Sjostrom Law Office	2,520.00	
					001 - 515 30 41 000 - Professional Services	2,520.00	
724	02/11/2015	Claims	2	180968	Skagit Co Bar Assoc	75.00	
					001 - 515 30 49 000 - Dues & Subscriptions	75.00	
725	02/11/2015	Claims	2	180969	Skagit Co Utility Coord	75.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	75.00	
726	02/11/2015	Claims	2	180970	Skagit County Auditor	1,536.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	768.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	768.00	
727	02/11/2015	Claims	2	180971	Skagit County Government	248.36	
					001 - 518 80 41 000 - Professional Services	248.36	
728	02/11/2015	Claims	2	180972	Skagit County Sheriff Office	780.55	
					001 - 523 60 51 001 - Prisoner Medical	780.55	
729	02/11/2015	Claims	2	180973	Skagit County Treasurer	30,182.71	
					114 - 523 60 51 022 - Jail Sales Tax Pass Through 2	30,094.43	
					001 - 586 00 00 001 - Crime Victim & Witnss Prog	88.28	
730	02/11/2015	Claims	2	180974	Skagit Law Group, PLLC	8,473.00	
					425 - 531 50 31 000 - Operating Supplies	4.00	
					425 - 531 50 31 000 - Operating Supplies	58.77	
					425 - 531 50 31 000 - Operating Supplies	49.76	

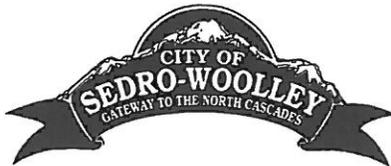
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Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	65.00	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	955.18	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	808.60	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	31.00	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	455.55	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	385.64	
			109 - 594 21 62 000		Seizure - Real Property	5,659.50	
731	02/11/2015	Claims	2	180975	Staples Business Advantage		293.29
			001 - 514 23 31 000		Supplies	206.17	
			001 - 514 23 31 000		Supplies	36.20	
			001 - 514 23 31 000		Supplies	-36.20	
			101 - 576 80 48 010		Office Equip	87.12	
732	02/11/2015	Claims	2	180976	Suburban Propane LP		399.11
			102 - 536 20 32 001		Propane	350.28	
			102 - 536 20 32 001		Propane	48.83	
733	02/11/2015	Claims	2	180977	Swissphone LLC		496.30
			001 - 522 20 35 000		Small Tools & Minor Equip	496.30	
734	02/11/2015	Claims	2	180978	Paul Taylor		2,120.14
			001 - 521 20 27 000		Retired Medical	861.34	
			001 - 521 20 27 000		Retired Medical	1,258.80	
735	02/11/2015	Claims	2	180979	Truckvault Inc		440.62
			001 - 594 21 64 000		Machinery & Equipment	440.62	
736	02/11/2015	Claims	2	180980	True Value		59.60
			111 - 521 20 31 111		Supplies - Kennel	11.92	
			001 - 523 20 31 000		Office/Operating Supplies	9.21	
			401 - 535 80 31 010		Operating Supplies	13.54	
			103 - 542 30 31 000		Operating Supplies	15.18	
			103 - 542 30 31 000		Operating Supplies	9.75	
737	02/11/2015	Claims	2	180981	Univar USA Inc		1,462.04
			401 - 535 80 31 020		Op Supplies-Chemicals	1,462.04	
738	02/11/2015	Claims	2	180982	Usborne Books And More		286.82
			105 - 594 72 64 000		Books & Materials	286.82	
739	02/11/2015	Claims	2	180983	Verizon Wireless		3,835.98
			001 - 513 10 42 020		Telephone	54.97	
			001 - 514 23 42 020		Telephone	54.97	
			001 - 515 30 42 001		Telephone	54.97	
			001 - 518 80 42 020		Telephone	78.97	
			001 - 521 20 42 020		Telephone	173.31	
			001 - 521 20 42 020		Telephone	325.97	
			001 - 521 20 42 020		Telephone	452.91	
			001 - 522 20 42 020		Telephone	77.88	
			001 - 522 20 42 020		Telephone	-12.90	
			001 - 522 20 42 020		Telephone	333.70	
			401 - 535 80 42 030		Nextel Cell Phones	163.52	
			102 - 536 20 42 020		Telephone	16.69	
			412 - 537 80 42 025		Nextel Cell Phones	16.96	
			412 - 537 80 42 025		Nextel Cell Phones	164.91	
			103 - 542 30 42 020		Telephone	75.32	
			101 - 576 80 42 020		Telephone	69.54	
			101 - 576 80 42 020		Telephone	109.94	
			401 - 594 35 64 001		Portable Equipment	1,431.58	
			401 - 594 35 64 001		Portable Equipment	46.12	
			001 - 595 10 42 025		Cell Phones	16.71	
			001 - 595 10 42 025		Cell Phones	129.94	



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 11 2015

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

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

MEMO:

To: City Council
Mayor Anderson

From: John Coleman, AICP 
Planning Director

Date: February 11, 2015

Subject: Skagit County Natural Hazards Mitigation Plan – 2nd Read – Consent Agenda

**2ND READING
CONSENT CALENDAR**

ISSUE

Skagit County Department of Emergency Management has completed a required update to the Natural Hazards Mitigation Plan. Jurisdictions, tribes, agencies and special purpose districts in Skagit County must participate in the plan to be eligible for FEMA disaster money and assistance.

The Sedro-Woolley Planning Department worked with the County Department of Emergency Management to update the general Sections I-III of the plan, as well as the Sedro-Woolley portion of the Section IV – the jurisdiction-specific of the plan. Each jurisdiction, agency, tribe and district must adopt the plan and sign the Promulgation Page of the plan before it can become officially recognized by FEMA.

The City Council had a first read of this issue on January 28, 2015 and asked that the approval of the Plan be placed on the February 11, 2015 Consent Agenda.

ATTACHMENTS

Attachment 1 – Resolution adopting the Skagit County Natural Hazards Mitigation Plan – October 2014

REQUESTED ACTION

Make a motion to approve resolution number _____-15 adopting the Skagit County Natural Hazards Mitigation Plan revised October 2014 as the official natural hazards mitigation plan for the city and authorizing Mayor Anderson to sign the plan.

Attachment 1

Resolution adopting the
Skagit County Natural Hazards Mitigation Plan – October 2014

RESOLUTION NO. ____-15

A RESOLUTION ADOPTING THE SKAGIT COUNTY NATURAL HAZARDS MITIGATION PLAN AS THE OFFICIAL NATURAL HAZARDS MITIGATION PLAN FOR THE CITY OF SEDRO-WOOLLEY

WHEREAS, the Skagit County Natural Hazards Mitigation Plan was originally adopted in 2003 as a multi-jurisdictional plan in accordance with the Disaster Mitigation Act of 2000 (44CFR 201.6) and the Federal Emergency Management Agency Community Rating System program; and

WHEREAS, the Skagit County Natural Hazards Mitigation Plan was recently updated and has been reviewed through an extensive public involvement process; and

WHEREAS, the Skagit County Natural Hazards Mitigation Plan continues to provide a current framework for natural hazard reduction in the community, and the plan has been reviewed through an extensive public involvement process; and

WHEREAS, the Skagit County Natural Hazards Mitigation Plan will need to be reviewed and updated on a regular basis and the City of Sedro-Woolley will need to continue to remain an active participant in the review and updating process in order to continue to meet the requirements of the Disaster Mitigation Act of 2000 (44CFR 201.6) and the Federal Emergency Management Agency Community Rating System program; and

WHEREAS, the Sedro-Woolley City Council recognizes that the adoption of the updated Skagit County Natural Hazards Mitigation Plan is necessary and in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the Skagit County Natural Hazards Mitigation Plan, dated October, 2014, is hereby adopted as the official natural hazards mitigation plan for the City of Sedro-Woolley.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign the Skagit County Natural Hazards Mitigation Plan on behalf of the City of Sedro-Woolley.

Dated this _____ day of _____, 2015.

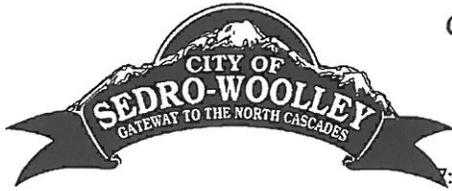
Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Christine Salseina, Deputy City Clerk

Eron Berg, City Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 11 2015

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible Bid Award**
Purchase Order Nos. 2015-PO-04 Sodium Hypochlorite, 12.5% Solution – Bulk Delivery
DATE: January 30, 2015 (for Council action February 11, 2015)

ISSUE

Should the City execute the attached Purchase Order No. 2015-PO-04 for the purchase of Sodium Hypochlorite, 12.5% Solution for Bulk Delivery?

BACKGROUND/DISCUSSION

The city closed bids on January 27th under the MRSC Vendor Roster process for the following purchase:

- 2015 Sodium Hypochlorite, 12.5% Solution - Bulk Delivery

Bid tabulation is attached.

For the Sodium Hypochlorite bid we used past history quantities used at the waste water treatment plant for treatment with no minimum guarantee for bidding purposes. Bidders were allowed to bid on bulk, barrel, or both. This year we split our bid process into two separate bid categories bulk delivery and barrel delivery. History has shown that breaking the product into two delivery methods has proven to be more competitive. Not all vendors have the capacity to deliver by the bulk method.

Purchase Order Vendor	Not-to-Exceed Total
2015-PO-04 Northstar Chemical Inc.	\$15,000.00

FINANCE

The product will be generally funded as follows:
535.80.31.020.401 – Operating Supplies - Chemicals

Our purchase order is issued as a not to exceed amount as shown. Actual amounts will vary depending on the quantities needed as it is weather dependent.

MOTION:

Move to award and authorize the Public Works Director to issue a purchase order with a "Not to Exceed" amount of \$15,000.00 to Northstar Chemical Inc. of Sherwood, OR.



**PURCHASE ORDER
CITY OF SEDRO-WOOLLEY**

Purchase Order No. 2015-PO-04

Product Sodium Hypochlorite, 12.5%

Vendor Name Northstar Chemical Inc.

Vendor Address 14200 SW Tualatin Sherwood Road, Sherwood, OR 97140

Vendor Contact Matt Werger Phone 503-625-3770 Email mwerger@northstarchemical.com
Sedro-Woolley Wastewater Treatment Plant

Ship To 401 Alexander Street, Sedro-Woolley, WA 98284

City Contact Debbie Allen Phone 360-856-1100 Email dallen@ci.sedro-woolley.wa.us
535.80.31.020.401

City Department WWTP Budget (BARS) No. Operating Supplies and Chemicals

DESCRIPTION OF PRODUCT

Per attached Call for Bids dated January 13, 2015 and Contractor's bid dated January 16, 2015 for **Bulk Quantity delivery only through December 31, 2015.**

COMPENSATION

LUMP SUM – Compensation for services shall be a lump Sum of _____

QUANTITY AND UNIT PRICE – Compensation for the product will be on a Quantity and Unit Price basis, not to exceed \$15,000.00 without written authorization.

Approved budget attached (If applicable.)

SCHEDULE The Vendor shall deliver the product and services as described above:

By Within 1 to 3 days of order date.

In accordance with the attached schedule.

APPROVED

CITY OF SEDRO-WOOLLEY

By: Mark A. Freiburger, PE, Director of Public Works

Signature _____

Date February 12, 2015



CITY OF SEDRO-WOOLLEY
FINAL - BID COMPARISON

RFQ - Sodium Hypochlorite 12.5% Solution- **BULK DELIVERY**
 BID OPENING: January 27, 2015, 2:00PM

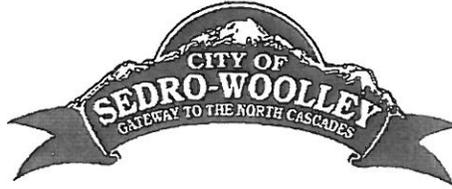
Bidder:

ITEM	DESCRIPTION	QUANTITY	UNIT	Northstar Chemical Inc. Sherwood, OR		Orca Pacific Inc. Auburn, WA		Cascade Columbia Distribution Co. Seattle, WA		Univar USA Inc. Kent, WA	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Sodium Hypochlorite, Bulk Quantity	3,000	US Gallon	2.08	6,240.00	2.15	6,450.00	2.27	6,810.00	No Bid	No Bid
2	Bulk Tank Rental (if applicable)	1	Year		-		-		-		-
SUBTOTAL					6,240.00		6,450.00		6,810.00		-
WSST AT 8.5%					530.40		548.25		578.85		-
TOTAL BID					6,770.40		6,998.25		7,388.85		-

- 1 Notes:
- 2 Corrections Made
- 3 MRSC - Vendor Roster

			Sedro-Woolley required to provide bulk tank on-site, for off load	
	No	No	No	No
	Yes	Yes	Yes	Yes

RECORDED BY: J. Rosario



Sodium Hypochlorite, 12.5% Solution

BID FORM - Bulk

Bids due by 2 pm January 27, 2014

Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email jrosario@ci.sedro-woolley.wa.us.

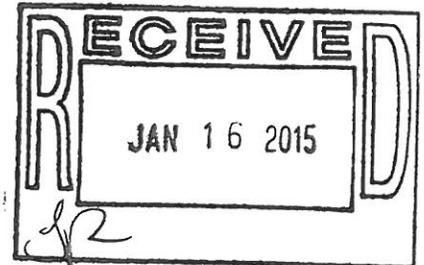
We, the undersigned, hereby agree to furnish the following per the specifications, F.O.B. City of Sedro-Woolley Wastewater Treatment Plant: **Sodium Hypochlorite, 12.5% solution delivered in bulk.**

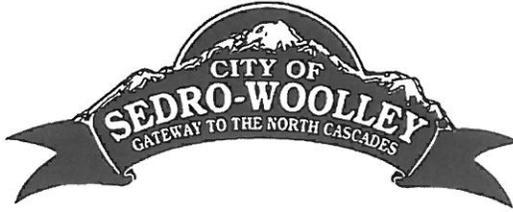
ITEM 1: Sodium Hypochlorite, delivered Bulk Tank Truckload, per gallon.....\$ 2.08 / Gal
ITEM 2: Bulk Tank Rental, per year\$ No Charge

Prices excluding Washington State Sales Tax. but including all licenses, permits, fees etc not otherwise specifically mentioned.

SPECIAL CONDITONS: _____

BIDDER NAME: Northstar Chemical Inc.
ADDRESS: 14200 SW Tuelatin -
Sherwood Rd.
TELEPHONE: Sherwood OR 97140 - 503-625-3770
EMAIL: mwerger@northstarchemical.com
UBI NO. 601-711-981
CONTACT: Matt Werger





**CALL FOR BIDS:
Sodium Hypochlorite, 12.5% Solution, Bulk Delivery**

The City of Sedro-Woolley is soliciting bids for Sodium Hypochlorite, 12.5% available chlorine minimum. **Bids are due by 2 pm on January 27, 2015.** Bids are to be submitted on the city's Bid Form and may be submitted in person, by U.S. Mail, facsimile or email to: City of Sedro-Woolley, Public Works Department, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email jrosario@ci.sedro-woolley.wa.us. Results of the bid will be posted on the city website after award. A public opening will not be held.

BID ITEM:

Item 1. Sodium hypochlorite shall be delivered in bulk tank truckloads. Bulk deliveries may vary from 300-800 gallons of 12.5% solution. Approximately 3,800 gallons were delivered in bulk during 2014. Actual quantities for 2015 will vary depending on demand, and no minimum quantity is guaranteed. **F.O.B. SEDRO-WOOLLEY WASTEWATER TREATMENT PLANT, 401 ALEXANDER STREET, SEDRO-WOOLLEY, WA 98284.**

BASIS FOR AWARD:

Bid Item shall include total cost including product fee, delivery, obtaining necessary licenses and permits (local and/or state), and all equipment necessary to safely complete the job. Award of bid will be based on the proposed unit price per item multiplied by 3,000 gallons of bulk hypochlorite, plus the appropriate bulk tank rental fees and other miscellaneous charges as detailed on the Bid Form, if applicable. Applicable sales tax will be added on invoices (current rate is 8.5%). Award will be based on the lowest bid.

TERMS AND CONDITIONS:

- Price for bid item shall be firm for a period of **ONE YEAR** ending December 31, 2015.
- The City reserves the right to cancel any individual supplier's contract by providing 30 days written notice of intent to terminate contract. Grounds for cancellation of contract shall include, but are not limited to the following reasons:
 1. The supplier guarantees that all materials furnished by it will be of the best class available, that deliveries will be performed in the best approved manner, and that both delivery and materials will meet fully the requirements of these specifications. Failure of the supplier to meet any of the requirements of these specifications shall be sufficient grounds for immediate cancellation of the purchase agreement, and the City may thereupon effect said cancellation by giving written notice to the supplier.

2. Deliveries in violation of mutually agreed upon schedules and discrepancies between order and delivery quantities. The City shall be the sole judge for this termination. Late delivery is grounds for severance of contract. Prices quoted for these specifications shall be FOB destination and include handling/unloading charges.
- Liquid sodium hypochlorite to be supplied shall be 12.5% concentration, shall meet the latest requirements of “AWWA Standards for Liquid Sodium Hypochlorite” and shall be suitable for use in wastewater treatment. A certificate of analysis shall be delivered to the Wastewater Treatment Plant Manager (or his/her delegate) at the job site upon delivery and before off-loading of the material.
 - All shipments of Sodium Hypochlorite will be rejected without the following.
 1. Material Safety Data Sheet (MSDS) (prior to first delivery)
 2. Bill of Lading
 3. Applicable regulatory documents
 - Bulk Chemical Unloading Requirements.
Delivery drivers are to furnish and use at a minimum the following equipment when unloading bulk chemicals:
 1. Splash goggles
 2. Hard hat with face shield
 3. Chemical gloves
 4. Chemical apron
 5. Rubber boots
 6. Tire chocks
 - See attached maps for delivery point location for the Wastewater Treatment Plant.
 - Bids submitted by vendors from outside the United States must clearly indicate that the bid price is in U.S. Funds.
 - The **Sedro-Woolley Water Treatment Plant, 401 Alexander Street, Sedro-Woolley, WA** will accept chemical deliveries between the hours of 8:00am – 4:00pm. Deliveries attempted outside of these hours will be refused and must be rescheduled at no additional expense to the City.

PAYMENTS:

Invoices shall be furnished by the vendor for material and/or services which have been delivered to: **Sedro-Woolley Wastewater Treatment Plant**. The successful vendor must have or shall obtain a Sedro-Woolley business license prior to their first payment. Payments are approved by the Sedro-Woolley City Council on the second (2nd) and fourth (4th) Wednesday of each month. Acceptance of payment by the Contractor shall constitute full compensation for performing the service. Invoices are to be mailed directly to the **City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284**.

Technical questions relating to the job should be directed to Debbie Allen, Wastewater Treatment Supervisor at 360-856-1100 between the hours of 8:00am to 4:30pm Monday through Friday.

The City of Sedro-Woolley reserves the right, without any liability on our part, to accept a proposal of the bidder submitting the lowest responsible bid, to reject any or all bids, revise or cancel the work to be performed, or do the work otherwise, if the best interest of the City is served thereby.

The City of Sedro-Woolley, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

INSURANCE COVERAGE:

The delivery of liquid sodium hypochlorite (12.5% concentration) to the City in accordance with these specifications shall be understood to be the responsibility of the supplier, and the supplier shall maintain adequate insurance coverage to protect the City, its officers, agents, and employees from any claims for damages resulting from the delivery of liquid sodium hypochlorite (12.5% concentration) to the City. Prior to the first delivery, supplier shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the delivery within the scope of this solicitation, in such form and with policy limits in such amounts (\$2 Million minimum) as are acceptable to the City. The Supplier agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

ADVERTISED: January 13, 2015 - On line at City of Sedro-Woolley Web Site at <http://www.ci.sedro-woolley.wa.us/BidsAwards/main.htm>

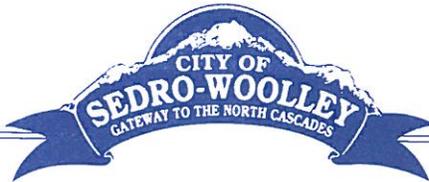
RFP E-MAILED: January 13, 2015 - MRSC Vendor Roster.

Vendor Service Categories: General Goods; General Services, and Building Materials and Supplies

Sub-Category: Waterworks Materials

FEB 11 2015

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



DATE: February 11, 2015
TO: Mayor Anderson & City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: MISC. ANNUAL CONTRACTS/AGREEMENTS

Recommended Action:

Staff recommends that as part of the consent calendar, the Council approve the following:

1.	Loggerodeo	\$ 6,500.00
2.	Sedro-Woolley Chamber of Commerce	\$13,000.00
3.	Skagit Valley Tulip Festival	\$ 50.00
4.	Sedro-Woolley Riding Club	\$ 2,000.00
5.	Sedro-Woolley Farmers Market	\$ 2,500.00
6.	Sedro-Woolley Museum	\$ 2,100.00
7.	Sedro-Woolley Rotary Summer Concert Series	\$ 3,000.00
8.	Sedro-Woolley Skateboard Challenge	\$ 500.00
9.	EDASC	\$ 2,000.00
10.	Skagit Community Action Agency	\$ 7,500.00
11.	Volunteers of America	\$ 1,510.00
12.	Skagit Domestic Violence	\$ 1,700.00

AGREEMENT

This Agreement, entered into this 11th day of February, 2015, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Loggerodeo, Inc.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2015 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$6,500.00 from the 2015 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	President Loggerodeo, Inc. P. O. Box 712 Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2015 and shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

LOGGERODEO, INC.

President

AGREEMENT

This Agreement, entered into this 11th day of January, 2015, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and the Sedro-Woolley Chamber of Commerce, (Grantee.)

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2015 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$13,000.00 from the 2015 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall

contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: Executive Director/President
Sedro-Woolley Chamber of Commerce
714 - B Metcalf Street
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2015, and shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY CHAMBER
OF COMMERCE

Executive Director

AGREEMENT

This Agreement, entered into this 11th day of February, 2015, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Skagit Valley Tulip Festival.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2015 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$50.00 from the 2015 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed

to your events (by event)

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Executive Director Skagit Valley Tulip Festival P. O. Box 1784 Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2015 and shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SKAGIT VALLEY TULIP FESTIVAL

Executive Director

AGREEMENT

This Agreement, entered into this 11th day of February, 2015, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Riding Club.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2015 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$2000.00 from the 2015 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall

contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	President Sedro-Woolley Riding Club 24538 Polte Rd Sedro-Woolley WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12 This agreement shall commence and be effective as of January 1, 2015, and shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY RIDING CLUB

By _____
Director

AGREEMENT

This Agreement, entered into this 11th day of February, 2015, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Farmers Market, a non-profit corporation.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2015 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$2,500.00 from the 2015 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall

contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: _____
Sedro-Woolley Farmers Market
P.O. Box 20
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2015, and shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson

Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY FARMERS MARKET

By _____
President

AGREEMENT

This Agreement, entered into this 11th day of February, 2015, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Museum.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2015 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$2,100.00 from the 2015 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley; or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Carolyn Freeman, President Sedro-Woolley Museum 725 Murdock Street Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2015, and shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY MUSEUM

By _____
President

AGREEMENT

This Agreement, entered into this 11th day of February, 2015, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Rotary (Concert Series).

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2015 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$3,000.00 from the 2015 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	President Sedro-Woolley Rotary P.O. Box 726 Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2015 and shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY ROTARY

President

AGREEMENT

This Agreement, entered into this 11th day of February, 2015, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and S-W Skateboard Challenge.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2015 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$500.00 from the 2015 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall

contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	President S-W Skateboard Challenge Sedro-Woolley WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12 This agreement shall commence and be effective as of January 1, 2015, and shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

S-W SKATEBOARD CHALLENGE

By _____
Director

**AGREEMENT
BETWEEN
ECONOMIC DEVELOPMENT ASSOCIATION OF SKAGIT COUNTY
AND
CITY OF SEDRO-WOOLLEY**

THIS AGREEMENT made and entered into by and between the City of Sedro-Woolley (hereinafter referred to as the City) and the Economic Development Association of Skagit County (EDASC) (hereinafter referred to as Provider) WITNESSES THAT:

WHEREAS, the City received significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues, and

WHEREAS, the City does not have the expertise or resources to adequately promote economic investment, and

WHEREAS, the provider is a nonprofit organization formed for the express purpose of promoting and attracting new business, expanding existing business and enhancing trade opportunities for all of Skagit County, and

WHEREAS, the Scope of Work included in this contract is consistent with the purpose and state law, and

WHEREAS, the City and the Provider are desirous of entering into a contract to formalize their relationship:

1. Services to be Provided by the Parties:

- a. The Provider shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work.
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

2. Scope of Work:

The Provider shall:

- a. Pro-actively market Sedro-Woolley to potential business and industry;
- b. Provide administrative and marketing services for special development projects identified by EDASC or solicited by the community, Sedro-Woolley or local associations;
- c. Establish and coordinate services, workshops, seminars and technical assistance associated with business development, business retention and international trade;
- d. Work with Sedro-Woolley businesses on expanding employment base and on business retention efforts;

e. Maintain an industrial site inventory for Sedro-Woolley that contains necessary information for potential businesses evaluating site locations.

3. Time of Performance:

All activities described under Scope of Work shall be conducted over the course of the current budget year, January 1, 2015 through December 31, 2015.

4. Consideration:

As consideration for services provided, as specified in paragraph 2, the City will reimburse the Provider the sum of ~~\$7,200.00~~
\$ 2,000.00

5. Relationship:

The City and Provider intend that an independent contractual relationship be created by this contract. Provider is not considered to be an employee of the City for any purpose and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including, but not limited to, health insurance, sick or annual leave, or workers compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that Provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

6. Suspension, Termination, and Close Out:

If the Provider fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed hereunder.

8. Assignability:

The Provider shall not assign any interest on this contract, and shall not transfer any interest on the contract (whether by assignment or novation), without prior written consent of the City.

9. Reports and Information:

The Provider, at such times as and in such form as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work of services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

10. Compliance With Local Laws:

The Provider shall comply with all applicable laws, ordinances, and codes of the state and local government and the Provider shall hold and save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

11. Audits and Inspections:

The City or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the contract by whatever legal and reasonable means are deemed expedient by the City.

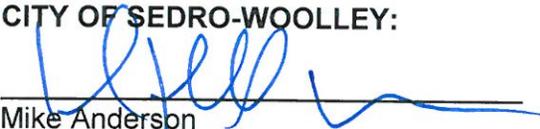
12. Hold Harmless:

The Provider agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Provider's and its agents' negligent performance of work associated with this agreement.

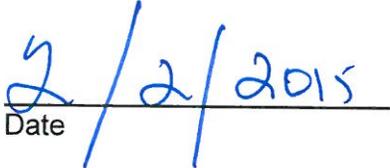
This agreement contains all terms and conditions agreed to by the City and the Provider.

IN WITNESS WHEREOF, the City and the Provider have executed this contract agreement as of the date and year last written below:

CITY OF SEDRO-WOOLLEY:



Mike Anderson
Mayor of Sedro-Woolley



Date

**ECONOMIC DEVELOPMENT ASSOCIATION
OF SKAGIT COUNTY:**



Don Wick
Executive Director



Date

ATTEST:

City Clerk

AGREEMENT

This Agreement, entered into this 11th day of February, 2015, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Community Action of Skagit County, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding by the City; and

WHEREAS, City desires to provide proceeds from the 2015 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$7,500.00 from the 2015 fiscal year budget.
2. Grantee shall use such funds to provide and maintain services to low income residents of the City, consisting of energy assistance, emergency food and shelter, health and other social services as necessary, within budget limitations.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Community Action of Skagit County 330 Pacific Place Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2015, and shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

COMMUNITY ACTION OF SKAGIT
COUNTY

Executive Director

AGREEMENT

This Agreement, entered into this 11th day of February, 2015, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Volunteers of America Western Washington {Grantee}.

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1510.00 from the 2015 fiscal year budget.
2. Grantee shall use such funds to help pay for the cost of providing a Community Information Line Service to all residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, an such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: Volunteers of America
PO Box 839
Everett, WA 98206-0839

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2015, and shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

VOLUNTEERS OF AMERICA
WESTERN WASHINGTON

Robert J. Reese
Executive VP, Volunteers of America
Western Washington

AGREEMENT

This Agreement, entered into this 11th day of February, 2015, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit Domestic Violence & Sexual Assault Services, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1700.00 from the 2015 fiscal year budget.
2. Grantee shall use such funds to make available counseling, intervention, referral and residential services for battered persons and victims of rape who are residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity

shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Executive Director/President Skagit Domestic Violence & Sexual Assault Services PO Box 301 2121-B East College Way Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2015, and shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

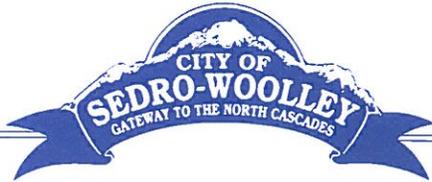
Mike Anderson
Mayor, City of Sedro-Woolley

SKAGIT DOMESTIC VIOLENCE &
SEXUAL ASSAULT SERVICES

Executive Director

FEB 11 2015

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

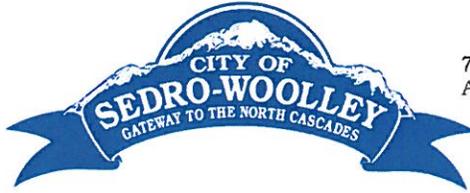


SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 11 2015



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

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Christine Salseina
Deputy Clerk

MEMO TO: City Council
FROM: Christine Salseina, Deputy Clerk
RE: **Report of Contracts approved under SWMC 2.104.060**
DATE: February 11, 2015

The following agreement(s) were approved and are provided for your information:

<u>Contract</u>	<u>Purpose</u>	<u>Date</u>	<u>Dollar Amount</u>
1. Orca Pacific Inc.	Sodium Hypochlorite, 12.5% Drums Delivery	1/29/2015	\$5000.00

Contract(s) available in their entirety at the Finance Department