

Next Ord: 1821-15  
Next Res: 927-15

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**

**August 26, 2015**

**7:00 PM**

**Sedro-Woolley Municipal Building  
Council Chambers  
325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar.....3-24

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

- a. Approval of Agenda
  - b. Minutes from Previous Meeting
  - c. Finance
    - Claim Checks #182109 to #182186 plus EFT's in the amount of \$133,103.47
    - Payroll Checks #58652 to #58664 plus EFT's in the amount of \$208,053.34
  - d. - Funding Agreement with Skagit County for EDASC Dues
  - e. - Ordinance 1820-15 Repealing SWMC 8.40.110
- 4. Skagit Council of Governments Update Presentation – Kevin Murphy
  - 5. Public Comment.....25

**PUBLIC HEARING**

**UNFINISHED BUSINESS**

- 6. Parking Ordinance (2<sup>nd</sup> reading – action requested).....26-30

**NEW BUSINESS**

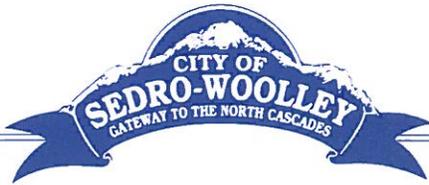
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION**

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

AUG 26 2015

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



DATE: August 26, 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 August 26, 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.

AUG 26 2015

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
August 12, 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, Fire Chief Klinger, Police Sgt. Harris and Code Enforcement Officer Carr.

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting (Including July 22, 2015 Special Meeting)
- Finance
  - Claim Checks #181988 to #182108 in the amount of \$522,137.29
  - Payroll Checks #58634 to #58651 plus EFT's in the amount of \$290,264.85
- Skagit Soils Contract
- Police Vehicle Purchases
- Proposed Resolution 924-15 – Smith & Loveless Duplex Sanitary Sewer Pump Station
- Request for Approval of Interagency Agreement – FY 2015-2016 Puget Sound Local Source Control Specialists Partnership
- Proposed Resolution 925-15 – Local Agency Agreement with WSDOT for Design Phase Federal Funding Obligation for the SR20/Cascade Trail West Extension Phase 1B Hodgins Road to Trail Road
- Library Board Request – Non-Resident Library Card Fees

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

Swearing in of Officer Katie Wilson

Mayor Anderson administered the Oath of Office to Officer Katy Wilson. She was welcomed with a round of applause.

## Public Comment

Elizabeth Fernando – 805 Metcalf, owner of Simply Silver and More addressed then new ATM on Main Street. She expressed concern of panhandlers approaching people using the ATM and requested something be considered to make it a safer zone.

Joyce Tomasino – 704 Sauk Mountain Dr, addressed the Council regarding an ongoing drainage ditch undermining the bank near her home and creating a dangerous situation. She requested something be done.

Dennis O’Neil – 109 Talcott St. addressed the Council regarding a downed tree with a remaining stump on City right of way. He noted it blocks traffic vision. O’Neil requested someone take a look at it.

## **PUBLIC HEARINGS**

### **UNFINISHED BUSINESS**

#### Agreement with Waste Management for Accepting and Processing Recyclables

City Supervisor/Attorney Berg updated Council regarding the yard waste and recycling calendar as well as the cart pick up and delivery schedule. He reviewed the agreement and terms of the contract with Waste Management for accepting and processing recyclables.

Councilmember Wagoner moved to approve the attached agreement with Waste Management for the acceptance and processing of recyclables. Seconded by Councilmember Sandström.

Questions and discussion was held regarding the annual price increases based on CPI, national rates, contamination rate and audit procedures.

Motion carried (7-0).

#### Transportation Grant Approval and Match Requirements – 2015 TIB Applications

Public Works Director Freiburger reviewed the projects being planned to submit for grants and addressed grant matches. The proposed projects are 1) Jameson Arterial Extension to SR9; 2) Sidewalks, Ferry Street, SR20 to Rita and Jameson Street, Tennis Courts to 3<sup>rd</sup> St. and 3) Overlay, Ferry Street, SR20 to Metcalf and Township, SR20 to Waldron. He requested Council authorize staff to submit the grant applications and match. Freiburger addressed funding sources

Council discussion regarding use of stormwater funds for transportation projects and stormwater replacement to include the concern of Mrs. Thomasino.

Councilmember Wagoner moved to authorize staff to apply for the grants identified in this memo and to commit the local match dollars identified in this memo. Seconded by Councilmember Galbraith. Motion carried (7-0).

Proposed Amendments to the Sedro-Woolley Municipal Code, Chapter 16.28 Binding Site Plan

Planning Director Coleman reviewed the second read of the proposed amendments to the SWMC Chapter 16.28 Binding Site Plan. He noted no changes from the first read and requested Council action.

Councilmember Wagoner moved to approve Ordinance No. 1819-15 approving amendments to Chapter 16.28 SWMC. Seconded by Councilmember Kornegay. Motion carried (7-0).

**NEW BUSINESS**

Parking Ordinance

City Supervisor/Attorney Berg reviewed a proposed Parking Ordinance that is a follow up to a request made to the City Council a few meetings ago. The ordinance would address complaints of vehicles that are parked for extended periods of time without moving. It would also be helpful to the street sweeper and the enforcement process.

Discussion ensued regarding complaint basis, meaningful enforcement and vehicle definition.

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

Reports of Contracts approved Under SWMC 2.104.060

Police Sgt Harris – presented an update on the new Officers. He noted they expect to have them all on their own by mid-November. He then reviewed a memo from Chief Tucker requesting to surplus and authorize disposition of certain equipment.

Councilmember Wagoner moved to approve Resolution No. 926-15 A Resolution of the City of Sedro-Woolley Declaring Certain Property as Surplus and Authorizing its Disposition. Councilmember Lemley seconded. Motion carried (7-0).

Planning Director Coleman – reported on the urban growth area expansion submission to the County. He informed the Council of the August 18<sup>th</sup> informational workshop. A public hearing will be scheduled for a later date. Also planned is a daytime informational workshop as there has been lots of comments and interest.

Discussion on the effect of the annexation of Northern State to the UGA and update on the annexation with the October time frame on the UGA.

Public Works Director Freiburger – gave an update on the current projects being worked on : Greenstreet, Janicki ballfield, ditch work at 305 N. Reed and 127 Central and F & S Grade Road.

City Supervisor/Attorney Berg – reported on the upcoming joint meeting in September on the Northern State Project to be held at the Commissioners Hearing Room. The purpose of the meeting is to hear from the public any concerns and/or support.

Berg spoke of a proposed traffic circle for Dunlop and Township. The street crew is ready to start. Some discussion followed. He also presented information and requested Council give authorization to hire a vacant position of Building Inspector. He noted the Building Department is taking off. We are not currently not able to provide the service expectations of the citizens. The position would be a self-sustainable position.

Councilmember Kornegay moved to authorize a building inspector and plans examiner. Councilmember Lemley seconded.

Clarification for any downturn in the demand and funding of the position was discussed. Motion carried (7-0).

Finance Director Nelson – reported the Finance Department has been busy providing support for the upcoming yardwaste and recycle service. She noted there has been a lot of requests for new yard waste service and the pre-budget work is beginning.

Mayor Anderson – congratulated Finance Director Patsy Nelson the receiving the Washington Finance Officers Award for the 7<sup>th</sup> year in a row. A round of applause was given.

Councilmember Loy – invited everyone to attend the Skagit County Fair. He noted a Cheerleader Exhibition to be held and will feature the Sedro-Woolley Cheerleaders.

Councilmember Kornegay – reported on several upcoming events in the area.

Councilmember Wagoner – commented on seeing an increase in bikes at the Skate Park and requested more police presence.

Councilmember Galbraith – reported on the Sedro-Woolley Arts Council fundraiser noting it was well attended and a successful evening.

Councilmember Sandström – also addressed the skate park noting bikes were confiscated when the park first opened. He also announced the Paint Out Art Show. He congratulated Debbie Allen and the Wastewater Treatment Plant Staff on their award from the Dept. of Ecology.

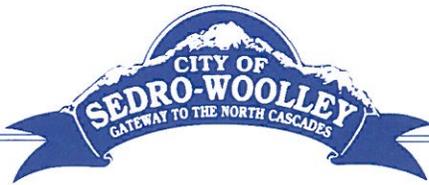
Mayor Anderson – reminded everyone of the final Music in the Park on Sunday at Riverfront Park.

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

The meeting adjourned at 8:37 P.M.

AUG 26 2015

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



DATE: August 26, 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 August 26, 2015.

Motion to approve Claim Checks #182109 to #182186 plus EFT's in the amount of \$133,103.47.

Motion to approve Payroll Checks #58652 to #58664 plus EFT's in the amount of \$208,053.34.

If you have any comments, questions or concerns, please contact me for information during the working day at 855-1661. This will allow me to look up the invoices that are stored in our office.

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

08/13/2015 To: 08/26/2015

Time: 11:14:05 Date: 08/21/2015  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>5943</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>US Bank -- Purchase Cards</b>	<b>8,191.62</b>	
					001 - 517 90 49 001 - Employee Wellness (educ)	76.00	
					001 - 518 80 31 001 - Repair & Maintenance Sup	13.30	
					001 - 518 80 31 001 - Repair & Maintenance Sup	21.10	
					001 - 521 20 26 000 - Uniforms/Accessories	186.73	
					001 - 521 20 26 000 - Uniforms/Accessories	85.95	
					001 - 521 20 31 002 - Office/Operating Supplies	10.98	
					001 - 521 20 31 010 - Printing/Publications	68.50	
					001 - 521 40 49 000 - Tuition/Registration	100.00	
					001 - 522 20 41 030 - Investigation	20.00	
					401 - 535 50 48 050 - Maint Of General Equip	2,377.63	
					401 - 535 80 43 000 - Meals/Travel	31.43	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	107.00	
					102 - 536 20 35 000 - Small Tools/Minor Equip	105.81	
					412 - 537 80 31 000 - Operating Supplies	149.75	
					412 - 537 80 31 000 - Operating Supplies	284.77	
					103 - 542 30 31 010 - Operating Supplies-Propane	26.99	
					101 - 576 80 48 010 - Office Equip	306.43	
					101 - 576 80 48 021 - Equipment	74.06	
					001 - 594 21 64 000 - Machinery & Equipment	630.00	
					001 - 594 21 64 000 - Machinery & Equipment	1,439.94	
					001 - 594 21 64 000 - Machinery & Equipment	1,535.52	
					105 - 594 72 64 000 - Books & Materials	423.14	
					105 - 594 72 64 000 - Books & Materials	85.95	
					001 - 595 10 31 000 - Supplies	11.42	
					001 - 595 10 43 000 - Travel	19.22	
<b>5944</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>WA State Dept Of Revenue</b>	<b>11,777.15</b>	
					001 - 522 20 31 000 - Operating Supplies	29.89	
					401 - 535 50 48 010 - Maintenance Of Lines	146.63	
					401 - 535 80 31 000 - Office Supplies	23.18	
					401 - 535 80 44 010 - Taxes & Assessments	5,035.11	
					102 - 536 20 44 010 - Taxes And Assessments	499.20	
					412 - 537 80 44 001 - Taxes & Assessments	5,783.87	
					103 - 542 64 31 000 - Operating Supplies	133.64	
					105 - 572 20 44 010 - Taxes & Assessments	8.33	
					101 - 576 80 44 010 - Taxes And Assessments	117.30	
<b>5945</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>WA State Dept Of Revenue</b>	<b>400.03</b>	
					101 - 362 50 00 000 - Houser Land Rental	-53.72	
					425 - 362 50 00 425 - Land Rents, Leases	-346.31	
<b>5946</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182109</b>	<b>ATV Signs</b>	<b>17.36</b>	
					001 - 595 10 31 001 - Address & Street Signs-Reiml	17.36	
<b>5947</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182110</b>	<b>Aramark Uniform Services</b>	<b>32.52</b>	
					401 - 535 80 49 000 - Laundry	10.86	
					401 - 535 80 49 000 - Laundry	8.22	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
<b>5948</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182111</b>	<b>Assoc Petroleum Products</b>	<b>3,520.14</b>	
					001 - 518 20 32 000 - Auto Fuel	29.73	
					001 - 521 20 32 000 - Auto Fuel	1,493.50	
					001 - 522 20 32 000 - Auto Fuel/Diesel	720.16	
					401 - 535 80 32 000 - Auto Fuel/Diesel	235.33	
					103 - 542 30 32 000 - Auto Fuel/Diesel	343.73	
					101 - 576 80 32 000 - Auto Fuel/Diesel	697.69	
<b>5949</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182112</b>	<b>Association Of WA Cities</b>	<b>3,091.98</b>	
					001 - 521 20 27 000 - Retired Medical	3,091.98	
<b>5950</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182113</b>	<b>Bay City Supply</b>	<b>108.23</b>	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

08/13/2015 To: 08/26/2015

Time: 11:14:05 Date: 08/21/2015  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 31 012		Operating Sup - Hammer	108.23	
5951	08/26/2015	Claims	2	182114	Birch Equipment Co Inc	2,604.00	
			103 - 542 30 35 000		Small Tools/Minor Equip	2,604.00	
5952	08/26/2015	Claims	2	182115	Blumenthal Uniform & Equip	493.33	
			001 - 522 20 26 000		Uniforms	288.48	
			001 - 594 21 64 000		Machinery & Equipment	204.85	
5953	08/26/2015	Claims	2	182116	Board For Volunteer Firefighters	150.00	
			001 - 522 20 23 001		PERS Retirement	150.00	
5954	08/26/2015	Claims	2	182117	Boulder Park Inc	5,244.20	
			401 - 535 80 35 020		Solids Handling	5,244.20	
5955	08/26/2015	Claims	2	182118	Capital One Commercial	396.48	
			401 - 535 80 31 010		Operating Supplies	99.12	
			412 - 537 80 31 000		Operating Supplies	198.24	
			101 - 576 80 31 003		Operating Sup - Parks Shop	99.12	
5956	08/26/2015	Claims	2	182119	Carl's Towing Inc	194.22	
			001 - 521 20 41 001		Professional Services	194.22	
5957	08/26/2015	Claims	2	182120	Cascade Natural Gas Corp	235.00	
			001 - 521 20 47 000		Public Utilities	10.60	
			001 - 522 50 47 000		Public Utilities	63.20	
			401 - 535 80 47 000		Public Utilities	39.41	
			101 - 576 80 47 052		Bingham Caretaker	23.74	
			101 - 576 80 47 070		City Hall	98.05	
5958	08/26/2015	Claims	2	182121	Cities Insurance Assoc	1,000.00	
			001 - 521 20 46 000		Insurance	1,000.00	
5959	08/26/2015	Claims	2	182122	Columbia Ford	34,877.29	
			501 - 594 21 64 501		Vehicles - Police	35,077.29	
			501 - 594 21 64 501		Vehicles - Police	-200.00	
5960	08/26/2015	Claims	2	182123	Community Action Of Sk County	2,409.39	
			001 - 562 00 51 030		Skagit Comm Action Agency	2,409.39	
5961	08/26/2015	Claims	2	182124	Consumer Reports	99.00	
			105 - 594 72 64 000		Books & Materials	99.00	
5962	08/26/2015	Claims	2	182125	Crystal Springs	29.61	
			401 - 535 80 31 010		Operating Supplies	29.61	
5963	08/26/2015	Claims	2	182126	ATTN: Bonnie Woodrow DMCMA	25.00	
			001 - 512 50 49 000		Tuition/Registration	25.00	
5964	08/26/2015	Claims	2	182127	Databar	3,068.14	
			425 - 531 50 42 010		Postage	92.91	
			401 - 535 80 42 015		Postage	1,509.78	
			401 - 535 80 42 015		Postage	308.14	
			412 - 537 80 31 000		Operating Supplies	129.12	
			412 - 537 80 42 010		Postage	720.05	
			412 - 537 80 42 010		Postage	308.14	
5965	08/26/2015	Claims	2	182128	De Jong Inestments LLC	523.50	Refund inactive customer credit balance
			412 - 343 74 00 000		Equipment Rental	-523.50	
5966	08/26/2015	Claims	2	182129	Decatur Electronics	1,429.77	
			001 - 594 21 64 000		Machinery & Equipment	1,429.77	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5967	08/26/2015	Claims	2	182130	Dimensional Comm Inc	64.02	
					001 - 518 80 41 000 - Professional Services	64.02	
5968	08/26/2015	Claims	2	182131	Dwayne Lane's North Cascade Ford	5,382.39	
					001 - 521 20 48 010 - Repair & Maint - Auto	1,065.81	
					001 - 521 20 48 010 - Repair & Maint - Auto	1,507.77	
					001 - 521 20 48 010 - Repair & Maint - Auto	226.72	
					001 - 521 20 48 010 - Repair & Maint - Auto	72.17	
					001 - 521 20 48 010 - Repair & Maint - Auto	1,231.34	
					001 - 521 20 48 010 - Repair & Maint - Auto	298.96	
					001 - 521 20 48 010 - Repair & Maint - Auto	203.87	
					001 - 521 20 48 010 - Repair & Maint - Auto	775.75	
5969	08/26/2015	Claims	2	182132	E & E Lumber	952.83	
					102 - 536 20 48 030 - Repair/Maintenance-Land	95.72	
					103 - 542 64 31 004 - Street Sign Materials	10.71	
					103 - 542 64 31 004 - Street Sign Materials	4.86	
					101 - 576 80 31 000 - Operating Sup - Metcalf Park	51.09	
					101 - 576 80 31 002 - Operating Sup - RV Park	51.02	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	7.60	
					101 - 576 80 35 000 - Small Tools & Minor Equip	136.56	
					101 - 576 80 48 003 - Bingham Caretaker	2.54	
					101 - 576 80 48 003 - Bingham Caretaker	2.03	
					101 - 576 80 48 012 - Harry Osborne	577.47	
					101 - 576 80 48 015 - Library	13.23	
5970	08/26/2015	Claims	2	182133	E.D. Hovee & Company, LLC	777.50	
					001 - 558 60 41 000 - Professional Services	777.50	
5971	08/26/2015	Claims	2	182134	ESO Solutions Inc.	6,424.01	
					001 - 522 20 41 000 - Professional Services	6,424.01	
5972	08/26/2015	Claims	2	182135	Edge Analytical Inc	164.00	
					401 - 535 80 41 000 - Professional Services	35.00	
					401 - 535 80 41 000 - Professional Services	129.00	
5973	08/26/2015	Claims	2	182136	Emergency Medical Products Inc	242.40	
					001 - 522 20 31 011 - EMS Supplies	213.45	
					001 - 522 20 31 011 - EMS Supplies	28.95	
5974	08/26/2015	Claims	2	182137	Enterprise Office Systems	152.61	
					001 - 512 50 31 000 - Supplies	75.91	
					001 - 514 23 31 000 - Supplies	1.83	
					001 - 521 20 31 002 - Office/Operating Supplies	74.87	
5975	08/26/2015	Claims	2	182138	FEI-Seattle WW #1539	57.02	
					101 - 576 80 31 006 - Operating Sup - City Hall	57.02	
5976	08/26/2015	Claims	2	182139	Fastenal Company	134.30	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	134.30	
5977	08/26/2015	Claims	2	182140	Frontier	887.55	
					001 - 512 50 42 020 - Telephone	39.06	
					001 - 513 10 42 020 - Telephone	58.59	
					001 - 514 23 42 020 - Telephone	58.59	
					001 - 515 30 42 001 - Telephone	26.04	
					001 - 518 80 42 020 - Telephone	19.53	
					001 - 521 20 42 020 - Telephone	195.45	
					001 - 522 20 42 020 - Telephone	71.61	
					001 - 522 20 42 020 - Telephone	157.29	
					001 - 524 20 42 020 - Telephone	19.53	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

08/13/2015 To: 08/26/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					401 - 535 80 42 020 - Telephone	52.08	
					412 - 537 80 42 020 - Telephone	26.04	
					103 - 542 30 42 020 - Telephone	6.51	
					001 - 558 60 42 020 - Telephone	19.53	
					105 - 572 20 42 020 - Telephone	32.55	
					101 - 576 80 42 020 - Telephone	13.02	
					101 - 576 80 47 010 - Community Center	46.56	
					001 - 595 10 42 020 - Telephone	45.57	
<b>5978</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182141</b>	<b>Guardian Security</b>		<b>224.60</b>
					101 - 576 80 48 016 - City Hall	224.60	
<b>5979</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182142</b>	<b>Gudmunson Septic Inc.</b>		<b>600.00</b>
					101 - 576 80 41 000 - Professional Services	600.00	
<b>5980</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182143</b>	<b>Guyline Construction Inc</b>		<b>88.43</b>
					101 - 576 80 48 002 - RV Park	88.43	
<b>5981</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182144</b>	<b>HB Jaeger Co LLC</b>		<b>727.18</b>
					401 - 535 50 48 010 - Maintenance Of Lines	66.41	
					103 - 542 30 31 000 - Operating Supplies	660.77	
<b>5982</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182145</b>	<b>Hanson Consulting LLC</b>		<b>4,275.00</b>
					001 - 558 70 41 010 - Professional Services	4,275.00	
<b>5983</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182146</b>	<b>Patrick Hayden</b>		<b>2,500.00</b>
					001 - 515 30 41 001 - Prosecuting Attorney	2,500.00	
<b>5984</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182147</b>	<b>Humane Society Of Skagit</b>		<b>268.00</b>
					001 - 521 20 41 021 - Humane Society	268.00	
<b>5985</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182148</b>	<b>Ingram Library Services</b>		<b>1,204.61</b>
					105 - 594 72 64 000 - Books & Materials	12.40	
					105 - 594 72 64 000 - Books & Materials	19.67	
					105 - 594 72 64 000 - Books & Materials	237.63	
					105 - 594 72 64 000 - Books & Materials	23.15	
					105 - 594 72 64 000 - Books & Materials	19.19	
					105 - 594 72 64 000 - Books & Materials	40.65	
					105 - 594 72 64 000 - Books & Materials	19.24	
					105 - 594 72 64 000 - Books & Materials	7.10	
					105 - 594 72 64 000 - Books & Materials	35.90	
					105 - 594 72 64 000 - Books & Materials	78.59	
					105 - 594 72 64 000 - Books & Materials	711.09	
<b>5986</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182149</b>	<b>KCDA Purchasing Cooperative</b>		<b>494.12</b>
					001 - 514 23 31 000 - Supplies	318.60	
					001 - 524 20 31 000 - Off/Oper Supps & Books	58.51	
					001 - 558 60 31 000 - Supplies/Books	58.51	
					001 - 595 10 31 000 - Supplies	58.50	
<b>5987</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182150</b>	<b>Lakeside Industries</b>		<b>599.83</b>
					401 - 535 50 48 010 - Maintenance Of Lines	321.52	
					103 - 542 30 48 000 - Repair/Maint-Streets	145.01	
					103 - 542 30 48 000 - Repair/Maint-Streets	133.30	
<b>5988</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182151</b>	<b>Martin Marietta Materials</b>		<b>724.24</b>
					103 - 542 30 48 000 - Repair/Maint-Streets	724.24	
<b>5989</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182152</b>	<b>William R McCann</b>		<b>3,500.00</b>
					001 - 515 93 41 000 - Indigent Defender	3,500.00	
<b>5990</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182153</b>	<b>Measurement Specialties Inc</b>		<b>863.38</b>
					401 - 535 50 48 020 - Maint Of Pumping Equip	863.38	
<b>5991</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182154</b>	<b>Jack R Moore</b>		<b>1,181.65</b>

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

08/13/2015 To: 08/26/2015

Time: 11:14:05 Date: 08/21/2015  
Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 524 20 41 000		Professional Services	1,181.65	
<b>5992</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182155</b>	<b>National Hose Testing</b>	<b>2,286.00</b>	
			001 - 522 20 48 000		Repairs/Maint-Equip	2,286.00	
<b>5993</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182156</b>	<b>Northup Group/dr Bill Ekemo</b>	<b>680.00</b>	
			001 - 521 20 41 001		Professional Services	680.00	
<b>5994</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182157</b>	<b>Office Depot</b>	<b>100.34</b>	
			001 - 524 20 31 000		Off/Oper Supps & Books	3.80	
			001 - 524 20 31 000		Off/Oper Supps & Books	29.65	
			001 - 558 60 31 000		Supplies/Books	3.80	
			001 - 558 60 31 000		Supplies/Books	29.65	
			001 - 595 10 31 000		Supplies	3.79	
			001 - 595 10 31 000		Supplies	29.65	
<b>5995</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182158</b>	<b>Pacific Power Batteries</b>	<b>170.16</b>	
			103 - 542 64 31 002		Traffic Signal Supplies	170.16	
<b>5996</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182159</b>	<b>Petty Cash-Debra Peterson</b>	<b>70.41</b>	
			105 - 572 20 31 010		Supplies	31.44	
			105 - 572 20 34 000		Summer Reading Program	14.73	
			105 - 572 20 43 000		Travel	8.00	
			105 - 594 72 64 000		Books & Materials	16.24	
<b>5997</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182160</b>	<b>Public Utility Dis No1</b>	<b>14.53</b>	
			101 - 576 80 47 000		Riverfront	14.53	
<b>5998</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182161</b>	<b>Puget Sound Energy</b>	<b>1,286.09</b>	
			103 - 542 63 47 000		Public Utilities	1,286.09	
<b>5999</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182162</b>	<b>Rodda Paint Co</b>	<b>150.23</b>	
			103 - 542 64 31 001		Painting & Striping Supplies	150.23	
<b>6000</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182163</b>	<b>Saunderson Marketing Group</b>	<b>1,250.00</b>	
			001 - 558 70 41 010		Professional Services	1,250.00	
<b>6001</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182164</b>	<b>Sedro-Woolley Auto Parts</b>	<b>195.43</b>	
			001 - 522 20 31 000		Operating Supplies	1.63	
			401 - 535 50 48 040		Maintenance Of Vehicles	179.71	
			103 - 542 30 35 000		Small Tools/Minor Equip	14.09	
<b>6002</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182165</b>	<b>Shred It</b>	<b>109.08</b>	
			001 - 512 50 31 000		Supplies	22.39	
			001 - 514 23 31 000		Supplies	22.39	
			001 - 521 20 31 002		Office/Operating Supplies	44.78	
			001 - 524 20 31 000		Off/Oper Supps & Books	6.51	
			001 - 558 60 31 000		Supplies/Books	6.51	
			001 - 595 10 31 000		Supplies	6.50	
<b>6003</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182166</b>	<b>Sirchie Finger Print</b>	<b>346.20</b>	
			001 - 521 20 31 002		Office/Operating Supplies	346.20	
<b>6004</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182167</b>	<b>Sjostrom Law Office</b>	<b>676.00</b>	
			425 - 531 50 31 000		Operating Supplies	27.04	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	439.40	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	209.56	
<b>6005</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182168</b>	<b>Skagit CD</b>	<b>139.57</b>	
			425 - 531 50 41 002		Contracted Services	139.57	
<b>6006</b>	<b>08/26/2015</b>	<b>Claims</b>	<b>2</b>	<b>182169</b>	<b>Skagit County Auditor</b>	<b>598.00</b>	
			112 - 515 30 41 112		Legal Services	86.00	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	256.00	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	256.00	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

08/13/2015 To: 08/26/2015

Time: 11:14:05 Date: 08/21/2015  
Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6007	08/26/2015	Claims	2	182170	Skagit Farmers Supply	61.73	
					001 - 521 20 31 002 - Office/Operating Supplies	7.49	
					101 - 576 80 35 000 - Small Tools & Minor Equip	54.24	
6008	08/26/2015	Claims	2	182171	Skagit Law Group, PLLC	605.00	
					425 - 531 50 31 000 - Operating Supplies	10.00	
					425 - 531 50 31 000 - Operating Supplies	10.40	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	162.50	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	169.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	77.50	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	80.60	
					109 - 594 21 62 000 - Seizure - Real Property	95.00	
6009	08/26/2015	Claims	2	182172	Skagit Publishing	79.13	
					001 - 558 60 41 010 - Advertising	79.13	
6010	08/26/2015	Claims	2	182173	Staples Business Advantage	314.36	
					001 - 521 20 31 002 - Office/Operating Supplies	80.75	
					001 - 521 20 31 002 - Office/Operating Supplies	-6.58	
					001 - 521 20 31 002 - Office/Operating Supplies	97.71	
					001 - 521 20 31 002 - Office/Operating Supplies	142.48	
6011	08/26/2015	Claims	2	182174	Stiles Law Inc., PS	2,950.00	
					001 - 512 50 41 010 - Municipal Court Judge	2,950.00	
6012	08/26/2015	Claims	2	182175	Payment Center Thomson Reuters -- West	257.07	
					001 - 515 30 41 002 - Westlaw Services	257.07	
6013	08/26/2015	Claims	2	182176	Townzen & Associates, Inc.	1,748.90	
					001 - 522 20 41 000 - Professional Services	1,748.90	
6014	08/26/2015	Claims	2	182177	Traffic Safety Supply Co	198.17	
					103 - 542 64 31 002 - Traffic Signal Supplies	198.17	
6015	08/26/2015	Claims	2	182178	True Value	222.42	
					001 - 522 20 31 000 - Operating Supplies	6.50	
					001 - 522 20 31 000 - Operating Supplies	1.00	
					401 - 535 50 48 050 - Maint Of General Equip	16.93	
					401 - 535 50 48 050 - Maint Of General Equip	8.13	
					401 - 535 80 31 010 - Operating Supplies	7.58	
					401 - 535 80 31 010 - Operating Supplies	12.68	
					401 - 535 80 31 010 - Operating Supplies	33.61	
					401 - 535 80 31 010 - Operating Supplies	14.09	
					401 - 535 80 31 010 - Operating Supplies	12.43	
					103 - 542 30 31 000 - Operating Supplies	11.91	
					101 - 576 80 31 001 - Operating Sup - Riverfront	9.75	
					101 - 576 80 31 006 - Operating Sup - City Hall	11.91	
					101 - 576 80 35 000 - Small Tools & Minor Equip	41.22	
					101 - 576 80 48 005 - Senior Center	13.01	
					101 - 576 80 48 015 - Library	4.33	
					001 - 594 21 64 000 - Machinery & Equipment	17.34	
6016	08/26/2015	Claims	2	182179	UPS	9.31	
					001 - 522 20 42 010 - Postage	9.31	
6017	08/26/2015	Claims	2	182180	USA Blue Book	480.85	
					401 - 535 80 31 010 - Operating Supplies	420.11	
					401 - 535 80 35 000 - Small Tools & Minor Equip	60.74	
6018	08/26/2015	Claims	2	182181	Valley Auto Supply	17.67	
					001 - 521 20 48 010 - Repair & Maint - Auto	17.67	
6019	08/26/2015	Claims	2	182182	WA St Dept Of Prof Licen	219.00	



AUG 26 2015

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

FUNDING AGREEMENT

BETWEEN

SKAGIT COUNTY AND CITY OF SEDRO-WOOLLEY

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

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370. Future economic development projects require input from the County's Cities and Towns and it is imperative that they remain members of the Economic Development Association of Skagit County. Given the current economic downturn and the constraint it has placed on municipal budgets, it is recognized that this stop-gap funding mechanism will allow Cities and Towns to continue to participate as members.
2. Scope of Work: Recipient will use the funds distributed under this contract pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds as reimbursement for payments made to the Skagit County Economic Development Association for the calendar year 2015.
3. Payment: County will compensate Recipient a maximum of \$2,000, chargeable to GL expenditure code # 342 585024110. Recipient shall submit a statement of work describing the use of funds distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its application of funds, the Recipient agrees to return such funds to the County upon demand.

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

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

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

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

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

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

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

8. This Contract shall commence on January 1, 2015 and continue until either party terminates by giving 30 days' notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, or until the County has distributed all funds which it has allocated to the Recipient pursuant to Resolution #R20150252, but in no event shall the contract continue for more than one year from January 1, 2015.

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

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

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

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

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

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

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

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

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

16. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

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

18. Termination of Contract for Cause

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2015.

City of Sedro-Woolley

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

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

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chairman

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

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Title

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

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

For contracts under \$5000

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

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

Recommended:

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

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

Approved as to Indemnification:

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

Attest:

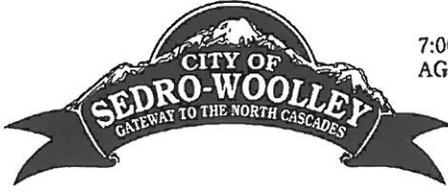
Approved as to Form:

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

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

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 26 2015



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

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Ordinance Repealing SWMC 8.40.110  
DATE: August 24, 2015

ISSUE: Should the Council adopt the attached ordinance which repeals SWMC 8.40.110?

BACKGROUND: SWMC 8.40.110 reads as follows:

A. There shall be created and established in the office of the finance director a special fund, to be known and designated as the "ambulance service fund." There shall be deposited in the ambulance service fund: (1) all revenues collected pursuant to the ambulance service fees set forth in Section 8.40.120; (2) all revenues collected pursuant to any contract and/or agreement to provide all or a portion of the ambulance service; (3) appropriations from the city, county, state and federal government; and (4) such other funds as may be received for the use of the ambulance service. The ambulance service fund shall be administered in accordance with the laws of the state.

B. Assistance of a form other than funds shall be accounted for in accordance with state law, applicable regulations of the State Auditor, and in accordance with RCW 36.32.470.

As the city's ambulance operations are now generating revenue, it has become clear that it is unnecessary from both a budgeting and operations standpoint to separate the revenues from that part of the fire department into a separate fund. While tracking the revenue and expenses related to ambulance operations is something that makes sense, segregating the funds into a restricted fund does not.

This ordinance will repeal the establishment of the ambulance service fund as well as the requirement that it be used to receive all revenues associated with ambulance operations.

RECOMMENDATION: Motion to adopt the proposed ordinance.

ORDINANCE NO. \_\_\_\_\_-15

**AN ORDINANCE REPEALING SECTION 8.40.110  
OF THE SEDRO-WOOLLEY MUNICIPAL CODE**

**WHEREAS**, the City Council adopted ordinance 1703-11 which is codified as SWMC 8.40.110 to establish the an ambulance service fund; and

**WHEREAS**, the City's ambulance operations function out of the Sedro-Woolley Fire Department; and

**WHEREAS**, there is no benefit to the City to maintain a separate and distinct fund to receive revenue used to support the ambulance operations; and

**WHEREAS**, the City Council desires to repeal the unnecessary limitations imposed by SWMC 8.40.110; and

**WHEREAS**, the City Council now desires to repeal SWMC 8.40.110; Now, Therefore;

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

**Section 1.** Sedro-Woolley Municipal Code section 8.40.110 is repealed in its entirety.

**Section 2.** This ordinance shall take effect five (5) days from and after its passage, approval, and publication as provided by law.

**Section 3.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of \_\_\_\_\_, 2015, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

Attest:

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Patsy Nelson, Finance Director

Approved as to form:

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Eron Berg, City Attorney

First Reading by City Council: August 26, 2015

Second Reading by City Council: n/a

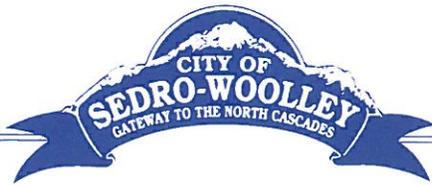
Approval by City Council:

Signed by the Mayor:

Date of Publication:

AUG 26 2015

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



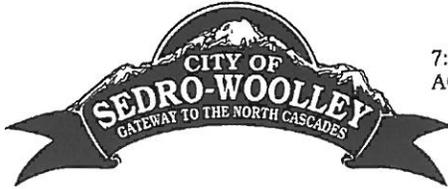
SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 26 2015

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



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

**2<sup>ND</sup> READING**  
**OLD BUSINESS**

Eron M. Berg  
City Supervisor/Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Parking Ordinance (Second Reading)  
DATE: August 24, 2015

ISSUE: Should the council adopt the attached ordinance prohibiting parking for more than 10 days on city streets and rights-of-ways and updating the enforcement process?

BACKGROUND: *No comments or requests for modification were received since the first reading.* This is a follow up to the request made to the city council about a month ago regarding Brickyard Boulevard and would provide an additional tool to address complaints of vehicles that are parked for extended periods of time without moving. It would also allow the more efficient cleaning of streets (some vehicles have not been moved in years, but are not classified as abandoned).

The second part of this ordinance revises the enforcement process for parking to provide more clarity to the process and add the ability for the SWPD to impound vehicles that are parked illegally and have three or more unpaid, uncontested parking tickets.

RECOMMENDATION: Motion to adopt the attached ordinance, an ordinance prohibiting parking for more than 10 days on city streets and rights-of-way and updating the enforcement process.

AN ORDINANCE ADDING NEW SECTION TO SWMC 10.44 REGARDING TIME LIMITS FOR PARKING ON CITY RIGHTS-OF-WAY AND UPDATING THE ENFORCEMENT PROCESS

**Whereas**, the City public works crews sweep streets two to three days per week in an effort to keep streets tidy and remove dirt, debris, grit and other contaminants from the City's stormwater collection system; and

**Whereas**, parked vehicles make it difficult to effectively and efficiently sweep the full street as the vehicles become an impediment to the sweeper's operation on the day of sweeping and sometimes for weeks or longer; and

**Whereas**, SWMC 10.44 includes an enforcement process that is pretty basic; and

**Whereas**, the City Council desires to establish a time limit for vehicles parked on city streets as well as an update to the enforcement process to provide more clarity and enforcement options for the Sedro-Woolley Police Department, now therefore,

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

**Section 1.** New sections are added to SWMC 10.44 as follows:

SWMC 10.44. \_\_\_\_ : Time Limits for Parking on City Rights-of-Way.

It is unlawful for any person to stop, stand or park a vehicle for a consecutive period of longer than two hundred forty hours (ten days) in any one location on any city street or right-of-way.

**Section 2.** SWMC 10.44.210 is amended to read as follows:

10.44.210 Enforcement of parking regulations.

- A. The parking regulations set forth in this chapter shall be enforced by the chief of police or her/his designee(s).
- B. Failure to perform any act required or the performance of any prohibited act by this chapter is designated as an infraction pursuant to RCW 46.63 and shall not constitute a criminal offense. The penalty shall be as set forth by local court rule and the Infraction Rules for Courts of Limited Jurisdiction, Washington Court Rules, as adopted by the Washington State Supreme Court, and amendments thereto.
- C. The chief of police or her/his designee(s) has the authority to issue an infraction when the parking violation is committed in the officer's presence.

D. If any vehicle is found parked, or stopped in violation of this chapter, or otherwise violates the provisions of this chapter, the chief of police or her/his designee(s) finding the vehicle shall take its regulation number (license number) and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to the vehicle a parking violation. A parking infraction represents a determination that a parking violation has been committed. The determination will be final unless contested as provided by the Revised Code of Washington, Court Rules and provided on the back of the infraction.

E. The chief of police or her/his designee(s) enforcing the parking regulation of the city shall, and are hereby authorized to, mark such vehicles parked from time to time to aid in the enforcement of this chapter. Such mark shall be in chalk upon the tires of said vehicle or by some other convenient method which does not damage the vehicle. It shall constitute a parking violation to interfere with, conceal, obliterate or erase any mark in violation of this section.

F. Whenever any vehicle or person is in violation of the provisions of this chapter, the department shall deliver a notice of parking infraction to the violator, or, in cases where a vehicle is found without a driver, shall conspicuously affix such notice to the vehicle. Such notice of parking infraction shall be on a form approved by the chief and shall indicate the charge, time of issuance, license number of the vehicle, identify the street upon which the violation occurred, and direct the violator to present the notice at the police department or such other location as may be designated and pay the specified fine or request a hearing as may be specified on the notice.

G. A separate violation of this chapter shall be deemed to have occurred when, after issuance of an infraction, eight or more consecutive hours pass and there has been no change in the status of the offending vehicle.

H. Impoundment. The chief of police or her/his designee(s) may take custody of a vehicle and provide for its prompt removal to a place of safety whenever: (i) a vehicle is parked in a public right-of-way or on other publicly owned or controlled property in violation of any law, ordinance or regulation, and (ii) there are three or more Sedro-Woolley parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay.

1. If a vehicle is impounded pursuant to this subsection (H), then in addition to any applicable impoundment and storage fees, the registered owner or his/her representative shall pay all outstanding fines for parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay. Proof of payment shall be provided directly to the Sedro-Woolley Police Department prior to the vehicle being released by the impound facility to the registered owner.

2. When a vehicle is impounded pursuant to this subsection (H), the impound facility shall not release the vehicle unless it has received authorization from the Sedro-Woolley Police Department. The impounded vehicle may not be redeemed without this authorization. All applicable RCW and/or WAC provisions governing the storage and disposal of impounded vehicles shall apply if the vehicle is not redeemed pursuant to the applicable timeline requirements for the towing company.

3. When a vehicle is impounded pursuant to this subsection (H), the officer directing the impound shall notify the registered owner that the impounded vehicle may not be redeemed without authorization from the Sedro-Woolley Police Department. A diligent attempt to notify the registered owner shall be made within 24 hours at the address on the vehicle's registration if the address is within the city of Sedro-Woolley. If the registered owner's address is outside the city limits, notification will be provided by certified mail.

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

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

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_\_ day of August, 2015, and signed in authentication of its passage this \_\_\_\_\_ day of August, 2015.

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

Attest:

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

Approved as to form:

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Eron Berg, City Attorney

Filed with the City Clerk: August 6, 2015  
Public Hearing: n/a  
First Reading: August 12, 2015  
Second Reading: August 26, 2015  
Passed by the City Council:  
Signed by the Mayor:  
Date of Publication: