

Next Ord: 1667-10  
Next Res: 824-10

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-AMENDED**

**February 24, 2010**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

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

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. Minutes from Previous Meeting
  - b. Finance
    - Claim Checks #68705 to #68804 in the amount of \$255,395.74.
    - Payroll Checks #47209 to #47315 in the amount of \$170,184.90
  - c. Professional Services Agreement No. 2010-PS-03 for On-Call Engineering Services - Reichhardt & Ebe Engineering, Inc.
  - d. Professional Services Agreement No. 2010-PS-02 for On-Call Engineering Services - SCADA & Controls Engineering, Inc
  - e. Professional Services Agreement No. 2010-PS-04 for GIS Mapping Services - Ecotone Solutions LLC
  - f. Possible Bid Award - 2010 Commercial Front load Dumpsters and Roll-Off Containers - Western Systems and Fabrications, Inc.
  - g. Resolution 823-10 - Declaring the Burlington Northern Santa Fe Skagit River Bridge a public safety hazard
  - h. Assignment & Delegation Agreement—H & W Emergency Vehicles AND Crimson Fire, Inc. for a fire engine
  - i. On-Call Engineering & Surveying Services—Skagit Surveyors & Engineers
4. Public Comment (Limited to 3-5 minutes)

**UNFINISHED BUSINESS**

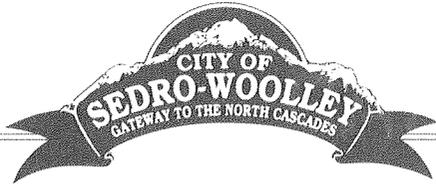
5. Ordinance - Offender Work Program (2<sup>nd</sup> reading)
6. Ordinance - Code Enforcement (2<sup>nd</sup> reading)

**NEW BUSINESS**

7. Chamber of Commerce Business Development Team Report by Mary McGoffin (no materials)
8. Ordinance - Township Parking
9. Ordinance - Extension of sewerage liens
10. Contract 2010-PW-02 Fruitdale-McGarigle Arterial Improvements-Wetland Mitigation Planting

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

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



DATE: February 24, 2010  
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 24, 2010 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

\_\_\_\_ Ward 1 Councilmember Ted Meamber  
\_\_\_\_ Ward 2 Councilmember Tony Splane  
\_\_\_\_ Ward 3 Councilmember Thomas Storrs  
\_\_\_\_ Ward 4 Councilmember Pat Colgan  
\_\_\_\_ 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 24 2010

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
February 10, 2010 – 7:00 P.M. – City Hall Council Chambers

ROLL CALL: Present: Mayor Anderson, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiburger, Planner Moore, Senior Planner Coleman, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting (includes February 2, 2010 Worksession)
- Finance
  - Claim Checks #68593 to #68704 in the amount of \$666,408.09
  - Payroll Checks #47104 to #47208 in the amount of \$228,698.12
- Ordinance 1665-10 Changing the Date and Time of the Last Council in December
- Change Order 12 Construction Contract 2009-PW-02; G.G. Excavation, Inc. Fruitdale Road and McGargile Road Improvements Project and SR9 Pedestrian/Bicycle Improvements Project

Councilmember Storrs moved to approve the consent calendar as presented. Seconded by Councilmember Colgan. Motion carried (7-0).

Public Comment

Robert Melder – addressed the Council regarding an issue he has previously addressed on parking on Township Street. He noted he has since spoke with property owners and presented a petition to his Council representative regarding their recommendations. He stated he has received positive responses as well as from the Housing Authority representative. Melder stressed the hazards of the traffic with parked cars blocking the view for cars pulling out from driveways.

Discussion ensued regarding policing by the Housing Authority of their tenants parking, lack of on-site parking and moving the problem to adjacent areas.

Ann Melder – noted that this time was the first time they addressed the parking problem with the neighbors and all are passionate about trying to rectify the problem.

Discussion continued regarding proposal of a 30' buffer, enforcement of any new rules, limited staffing for enforcement and lack of on-site parking.

Marty Brown -- 610 Township St., presented a history of when the project was built and his concern at that time on the lack of parking. He noted at times there are fourteen cars parked with numerous issues (flat tires, truck for sale). Brown also addressed the danger for kids walking across the street for the school bus and addressed the car repair business and other neighborly nuisances. It was also noted the street sweeper can't do a proper job because of the parking issues. Brown spoke of a variance given to the project due to the requirement of a playground at the back.

Melder objected to having vehicles stored on the street.

Councilmember Galbraith instructed staff to look into no parking for 1 day each week for garbage pick up, street sweeping and maintenance. The topic will be referred to the Public Safety committee for further action.

Lynn Torset – representing Loggerodeo and the Lions Club addressed the Council noting their endorsement of the proposed regulations for the City Parks. He also noted that within the last two weeks, Loggerodeo has had two more statues significantly damaged in the which creates a financial hardship on the group.

Brian Hanson – 978 Hillcrest, Burlington, addressed the Council regarding the impact fees for Sedro-Woolley. He noted they are astronomical compared to other areas and encouraged Council to look at making changes to the impact fees.

## **PUBLIC HEARINGS**

### Proposed Annexation of UGA Properties on Fruitdale Road

Planner Moore reviewed the proposed annexation request for UGA properties on Fruitdale Road. He noted the Boundary Review Board request of Council endorsement of the boundaries set for the annexation. He addressed the Assessor's confirmation of the required 60% of the property owners in favor of annexation and noted there were no comments presented at the January 27, 2010 public hearing. He did point out two written comments received, which had already been counted within the no category. Moore reviewed the next step would be for Council action if desired, to forward a resolution to the Boundary Review Board for a 45 day review. It would then be returned to Council for final action.

Mayor Anderson opened the public hearing at 7:40 P.M.

Councilmembers questioned the location of the McCoy and Rayment properties.

Dean Earles – 1033 Jeannette St, one of the proponents for annexation reviewed the ongoing changes in the proposed area. He also noted with the street and sewer

improvements there is a need for more people to relocate in the area in order help pay for the improvements with sewer connections. He stated the proposal is to do a green built development of duplexes which could be a boon to the City.

Mayor Anderson closed the public hearing at 7:43 P.M.

Discussion ensued regarding zoning and the topic to be placed on Planning Commission docket for possible zoning change should the property be annexed. Also discussed was mixed properties within zones with a mixture of single family homes and duplexes, clustering of homes and determination of a boundary line which are not supposed to create islands.

Councilmember Storrs moved to adopt Resolution No. 822-10 to approve proceeding with the annexation of properties as shown in Exhibit A and forward required materials to the Boundary Review Board. Councilmember Colgan seconded. Motion carried (7-0).

## **UNFINISHED BUSINESS**

### SWMC 12.36

City Supervisor/Attorney Berg noted that February is Law and Justice Month and proceeded to review the proposed ordinance regarding new regulations for the use of city parks and facilities.

Councilmember Meamber moved to adopt Ordinance No. 1666-10 An Ordinance Amending Chapter 12.36 of the SWMC Adding New Regulations for the Use of City Parks and Facilities and Authorizing the Mayor to Establish New Rules and Procedures. Seconded by Councilmember Splane. Motion carried (7-0).

## **NEW BUSINESS**

### Offender Work Program

City Supervisor/Attorney Berg reviewed the proposed Offender Work Program. He noted that the cities of Burlington and Mount Vernon utilize the program with good results. The ordinance would establish an offender program that would be supervised for four offenders at a time to be sentenced by the Judge to the program. Berg noted that the work areas would concentrate on the Downtown area first with work lists to be collected from various departments for jobs such as brush cutting, weeding and retention pond maintenance. He noted the primary goal is to give people the opportunity to serve their sentence and the community benefits from their labor. Berg stated the City has access to a vehicle that has been surplus by Fire District 8 and will be donated to the City to use for the program and ultimately the City should save on jail costs.

Berg noted this is a first read with no action required. Discussion ensued regarding qualifications for the program, screening by the supervisor with the capacity to terminate

participation and transport to jail (Wapato City Jail). It was noted the County is doing good work with their jail program but lacks the building capacity for many of the offenders to be able to serve their sentences.

Discussion continued regarding budget review for the program utilizing the existing police budget with savings anticipated in the Jail and Prisoner medical expenses, creation of a new code chapter Title 2, coverage of the proposed program hi-lighted by KING 5 news and the overall positive response for the proposal.

### Code Enforcement

City Supervisor/Attorney Berg reviewed the proposed ordinance for changes in the City's code enforcement process. He noted the big picture goal to take the current many different provisions in the code for enforcement and penalties and consolidate them into a single process. The proposed ordinance would create a new code Title 18 – Code Enforcement which allows for five mechanisms for enforcement. Berg stated this is a first read with no action at this time. It is a complicated ordinance and may take several reads prior to Council action.

Discussion ensued as to cost of appeals, various scenarios and monetary penalty amounts.

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

### Public Safety

- Covered Shelter at Skate Park – Police Chief Doug Wood

Police Chief Wood addressed the issues at the gazebo and in trying to solve some of the issues he has been working with the North Cascade Health Council discussing alternatives to the gazebo. He noted the North Cascade Health Council is working with the Pomegranate Center and looking to build a covered shelter similar to that at the Boys and Girls Club at the Skate Park. The idea is to the point of looking for commitment from the City. Wood noted there is a lot of energy and volunteers excited to help on the project.

Councilmember Colgan moved to proceed with the project and design. Seconded by Splane.

Councilmember Sandström discussed trying to incorporate into the design making it a better skate park.

Motion carried (7-0).

- Wapato Jail Update – Police Chief Doug Wood

Police Chief Wood noted they are looking at utilizing the agreement for jail services with the City of Wapato.

Police Chief Wood also noted that the Sheriff's office report has been released on the conclusion of the recent officer involved shooting. The report has been reviewed by the Prosecuting Attorney and determined that no charges will be filed. He noted there will be coverage of the report in the local newspaper. The department is also wrapping up their review board on the shooting and a fit for duty evaluation will be conducted prior to the officer returning to duty.

Fire Chief Klinger – presented a grant status sheet placed at each Councilmember's seat.

Engineer Freiberger – presented an update on several grant opportunities the City is looking into to include 2011 Stormwater Retrofit, TIGOR Discretionary Grant, ARRA Jobs Bill, Safe Routes to Schools Program, Enhancement Funds and High Priority Project. Freiberger requested Council authorization to obligate \$150,000 from the GMA Impact Fees for matching funds for the SR-20, Metcalf Street to SR9/Township Street Lane Widening. He noted there is a short time line involved as projects need to be awarded with 90 days of receiving the grant.

Councilmember Lemley moved to authorize the obligation of \$150,000 from the GMA Impact Fee account for matching funds for the SR-20, Metcalf Street to SR9/Township Street Lane Widening & Bicycle/Pedestrian Improvements Project. Seconded by Councilmember Galbraith. Motion carried (7-0).

Freiberger also reviewed upcoming application deadlines for the State Senator's project list.

Councilmember Meamber moved to move to go forward with \$100,000 of our own money for the federal matching and make the request for federal appropriation. Seconded by Councilmember Colgan. Motion carried (7-0).

City Supervisor/Attorney Berg – reported on his recent trip to Olympia and meetings with Senator's Haugen, Stevens and Gorgan as well as representatives from Morris and Quall's office and members of the Governor's staff. He also spoke of his tour of the State Archives facility and the receipt of a check in the amount of \$10,000 for a state archives grant. The grant application was successfully submitted by Reta Stephenson, Billing Clerk. Berg spoke on the digital archive system developed by the Secretary of State's office. He stated topics that he was able to discuss with key people included the City's transportation plan, trestle replacement plan, BNSF Burlington bridge replacement for flood mitigation, jail medical, election of municipal judges and rural distressed county sales tax monies. He also updated Council on the USDA police vehicle replacement program grant application.

Finance Director Nelson – announced the audit team will be arriving March 5<sup>th</sup>. She reminded Council to update her on any status changes.

Councilmember Meamber – addressed comments made by Mr. Hanson regarding the City’s impact fees. He requested to have the fees reviewed especially the traffic impact fees. Meamber offered to be involved on the committee.

Discussion was held regarding use of traffic impact fees to get more monies for projects and building projects. The Impact Fee topic was referred to the Planning Committee.

Councilmember Splane – addressed an area on Sapp Road between Brickyard and Hwy 9 where the pavement is coming up. Splane also presented an update on former Burlington Mayor, Gus Tjeerdsma.

Councilmember Storrs – requested the mid block crosswalk in front of Holland Drug be restriped.

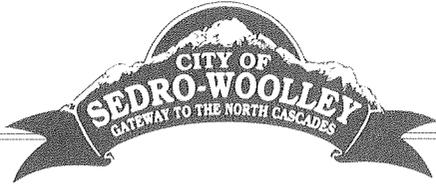
### **EXECUTIVE SESSION**

The meeting was adjourned to Executive Session for approximately 30 minutes at 8:50 P.M. for the purpose of litigation with no decision anticipated.

The meeting reconvened at 9:13 P.M.

Councilmember Colgan moved to adjourn. Seconded by Councilmember Galbraith. Motion carried.

The meeting adjourned at 9:13 P.M.



CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 24 2010

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

DATE: February 24, 2010  
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 24, 2010.

Motion to approve Claim Checks #68705 to #68804 in the amount of \$255,395.74.

Motion to approve Payroll Checks #47209 to #47315 in the amount of \$170,184.90.

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

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 02/24/2010 (Printed 02/19/2010 10:43)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
68705	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP SWR	1,055.00
		MISC-FILING FEES/LIEN EXP SAN	931.00
		WARRANT TOTAL	1,986.00
68706	ALLELUJAH BUSINESS SYSTEMS	REPAIRS/MAINTENANCE SWTR	6.23
		WARRANT TOTAL	6.23
68707	ALL-PHASE ELECTRIC	MACHINERY/EQUIPMENT SWR	521.29
		WARRANT TOTAL	521.29
68708	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES PD	154.89
		SAFETY EQUIPMENT ST	79.89
		OPERATING SUPPLIES SWR	128.28
		WARRANT TOTAL	363.06
68709	ANDERSON, MIKE	MEALS/TRAVEL EXE	18.50
		WARRANT TOTAL	18.50
68710	ARAMARK UNIFORM SERVICES	OPERATING SUP - SENIOR CTR PK	10.82
		MISC-LAUNDRY CEM	16.07
		MISC-LAUNDRY CEM	24.52
		MISC-LAUNDRY ST	17.20
		MISC-LAUNDRY ST	19.04
		LAUNDRY SWR	19.03
		LAUNDRY SWR	32.72
		LAUNDRY SWR	19.03
		WARRANT TOTAL	158.43
68711	ASSOCIATION OF WA CITIES	RETIRED MEDICAL PD	8,412.28
		WARRANT TOTAL	8,412.28
68712	ASSOC PETROLEUM PRODUCTS	AUTO FUEL PD	1,055.32
		AUTO FUEL/DIESEL FD	425.07
		VEHICLE FUEL - GOLF PK	203.48
		AUTO FUEL/DIESEL ST	281.68
		AUTO FUEL/DIESEL ST	91.37
		AUTO FUEL/DIESEL ST	165.38
		AUTO FUEL/DIESEL ST	63.16
		AUTO FUEL/DIESEL SWR	61.02
		AUTO FUEL/DIESEL SWR	191.80
		AUTO FUEL/DIESEL SWR	39.85
		AUTO FUEL/DIESEL SAN	885.00
		AUTO FUEL/DIESEL SAN	1,338.16
		AUTO FUEL/DIESEL SAN	1,186.14
		AUTO FUEL/DIESEL SAN	36.67
		AUTO FUEL/DIESEL SAN	57.96
		AUTO FUEL/DIESEL SWTR	179.65
		AUTO FUEL/DIESEL SWTR	127.03
		WARRANT TOTAL	6,388.74
68713	BANK OF AMERICA	MISC-TUITION/REGISTRATION FIN	100.00
		OPERATING SUP - PARKS SHOP PK	74.64

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	174.64
68714	BANK OF AMERICA	MEALS/TRAVEL	EXE 10.30
		WARRANT TOTAL	10.30
68715	BANK OF AMERICA	SUPPLIES	LIB 80.76
		WARRANT TOTAL	80.76
68716	BANK OF AMERICA	REPAIRS & MAINTENANCE	PD 286.73
		OPERATING SUPPLIES	FD 71.20
		OPERATING SUPPLIES	FD 286.73
		WARRANT TOTAL	644.66
68717	BANK OF AMERICA	REPAIR-MAINTENANCE SUPPLIES	IT 107.30
		SMALL TOOLS/MINOR EQUIP	IT 23.79
		SMALL TOOLS/MINOR EQUIP	IT 83.66
		SMALL TOOLS/MINOR EQUIP	IT 16.40
		SMALL TOOLS/MINOR EQUIP	IT 11.94
		SMALL TOOLS/MINOR EQUIP	IT 30.00
		NETWORK HARDWARE	IT 54.09
		PORTABLE EQUIPMENT	SWR 526.06
		MACHINERY & EQUIPMENT	SAN 172.25
		WARRANT TOTAL	1,025.49
68718	BAY CITY SUPPLY	OPERATING SUP - CITY HALL	PK 130.66
		WARRANT TOTAL	130.66
68719	BERG, ERON	MEALS/TRAVEL	EXE 65.00
		WARRANT TOTAL	65.00
68720	ECOTONE SOLUTIONS LLC	PROFESSIONAL SERVICES	ENG 1,010.00
		WARRANT TOTAL	1,010.00
68721	BLUMENTHAL UNIFORM & EQUP	UNIFORMS/ACCESSORIES	PD 65.41
		UNIFORMS/ACCESSORIES	PD 65.41
		UNIFORMS/ACCESSORIES	PD 65.95
		UNIFORMS/ACCESSORIES	PD 162.25
		WARRANT TOTAL	359.02
68722	BLUNT, TAMARA	OFFICE/OPERATING SUPPLIES	PD 9.08
		WARRANT TOTAL	9.08
68723	BOULDER PARK, INC	SOLIDS HANDLING	SWR 8,608.64
		WARRANT TOTAL	8,608.64
68724	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL 2,500.00
		WARRANT TOTAL	2,500.00
68725	BROWN & COLE STORES	OPERATING SUPPLIES	FD 11.23
		WARRANT TOTAL	11.23
68726	CAREER TRACK	TUITION/REGISTRATION	PD 129.00

CITY OF SEDRO-WOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	129.00
68727	CARDIAC SCIENCE CORP.	OPERATING SUPPLIES PD	51.93
		WARRANT TOTAL	51.93
68728	CARLETTI ARCHITECTS P.S.	ARCHITECTURAL SERVICES	11,947.50
		WARRANT TOTAL	11,947.50
68729	CARROT-TOP INDUSTRIES INC	OPERATING SUPPLIES CEM	203.14
		WARRANT TOTAL	203.14
68730	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES PD	92.14
		UTILITIES-COMMUNITY CTR PK	167.07
		UTILITIES-SENIOR CENTER PK	396.26
		UTILITIES-HAMMER SQUARE PK	49.16
		UTILITIES - SHOP PK	154.74
		UTILITIES - SHOP PK	46.96
		PUBLIC UTILITIES-CITY HALL PK	2,014.51
		PUBLIC UTILITIES ST	110.87
		PUBLIC UTILITIES ST	66.32
		PUBLIC UTILITIES LIB	222.15
		PUBLIC UTILITIES SWR	162.92
		PUBLIC UTILITIES SAN	167.07
		WARRANT TOTAL	3,650.17
68731	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES SAN	17.96
		WARRANT TOTAL	17.96
68732	COLLINS OFFICE SUPPLY, INC	OFFICE/OPERATING SUPPLIES PD	33.50
		WARRANT TOTAL	33.50
68733	CONCRETE NOR'WEST, INC.	SOLID WASTE DISPOSAL SAN	13.20
		WARRANT TOTAL	13.20
68734	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO PD	40.58
		REPAIR & MAINT - AUTO PD	174.47
		REPAIR & MAINT - AUTO PD	62.27
		WARRANT TOTAL	277.32
68735	CRYSTAL SPRINGS	OPERATING SUPPLIES SAN	49.90
		WARRANT TOTAL	49.90
68736	DAHL ELECTRIC INC.	MAINT OF GENERAL EQUIP SWR	843.40
		WARRANT TOTAL	843.40
68737	DAVID EVANS & ASSOC INC	CONST - SKAGIT PROJECT PUD AST	3,130.96
		WARRANT TOTAL	3,130.96
68738	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE PD	37.88
		REPAIR/MAINTENANCE PD	321.90
		WARRANT TOTAL	359.78

CITY OF SEDRO-WOOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
68739	E & E LUMBER	OPERATING SUPPLIES	FD	9.12
		REPAIR/MAINT-GARAGE	FD	10.80
		REPAIR/MAINT-GARAGE	FD	41.35
		REPAIRS/MT-RIVERFRONT	PK	144.49
		REPAIR/MT-MEMORIAL PARK	PK	3.56
		REPAIR/MT-MEMORIAL PARK	PK	13.85
		OPERATING SUPPLIES	CEM	6.26
		OPERATING SUPPLIES	ST	34.93
		WARRANT TOTAL		264.36
68740	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	26.61
		SUPPLIES	FIN	21.08
		SUPPLIES	FIN	73.92
		PORTABLE EQUIPMENT	SWR	361.85
		MACHINERY & EQUIPMENT	SAN	172.57
		EQUIPMENT	SWTR	22.27
		WARRANT TOTAL		678.30
68741	FASTENAL COMPANY	OPERATING SUPPLIES	ST	256.19
		WARRANT TOTAL		256.19
68742	FEDERAL EXPRESS CORP.	POSTAGE	IT	15.73
		WARRANT TOTAL		15.73
68743	FEI #3007	REPAIR/MT-MEMORIAL PARK	PK	187.35
		REPAIR/MT-MEMORIAL PARK	PK	20.98
		WARRANT TOTAL		208.33
68744	GENERAL FIRE EXTINGUISHER SVC	REPAIRS/MAINT-EQUIP	FD	81.36
		WARRANT TOTAL		81.36
68745	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	270.39
		EQUIPMENT LEASES	CS	309.56
		WARRANT TOTAL		579.95
68746	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	575.81
		WARRANT TOTAL		575.81
68747	HEDEEN & CADITZ, PLLC	CONSTRUCTION- METCALF LINE PWT		29,681.50
		WARRANT TOTAL		29,681.50
68748	HEALTHFORCE	PROFESSIONAL SERVICES	PD	50.00
		WARRANT TOTAL		50.00
68749	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	99.25
		WARRANT TOTAL		99.25
68750	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	64.50
		UTILITIES-PORTABLE TOILETS	PK	64.50
		WARRANT TOTAL		129.00
68751	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	644.00

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		644.00
68752	SUPERMEDIA LLC	BOOKS, PERIOD, RECORDS	LIB	44.04
		WARRANT TOTAL		44.04
68753	INSITUFORM	OTHER IMPROVEMENTS	SWR	16,095.48
		WARRANT TOTAL		16,095.48
68754	JOHN, RONALD	RETIRED MEDICAL	PD	72.40
		WARRANT TOTAL		72.40
68755	L N CURTIS & SONS	OPERATING SUPPLIES	FD	55.15
		REPAIRS/MAINT-EQUIP	FD	387.81
		WARRANT TOTAL		442.96
68756	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	406.00
		WARRANT TOTAL		406.00
68757	LEONARD BOUDINOT & SKODJE	CONST-FRUITDALE MCGARIGLE	AST	23,030.28
		WARRANT TOTAL		23,030.28
68758	LEMLEY CHAPEL INC	CEMETERY FEES		80.00
		CEMETERY FEES		6.56
		WARRANT TOTAL		86.56
68759	LOGGERS AND CONTRACTORS	MAINTENANCE OF LINES	SWR	21.07
		WARRANT TOTAL		21.07
68760	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
68761	MITEL NETWORKS INC.	SOFTWARE MAINT & SUPPORT	IT	482.38
		WARRANT TOTAL		482.38
68762	NORTH CASCADE FORD	REPAIR & MAINTENANCE	CS	36.59
		WARRANT TOTAL		36.59
68763	NORTH COAST ELECTRIC CO.	MACHINERY/EQUIPMENT	SWR	633.69
		MACHINERY/EQUIPMENT	SWR	481.18
		WARRANT TOTAL		1,114.87
68764	OLIVER-HAMMER CLOTHES	OPERATING SUPPLIES	SAN	173.10
		WARRANT TOTAL		173.10
68765	PACIFIC COMMERCIAL LOCK & KEY	OPERATING SUPPLIES	SWR	83.17
		WARRANT TOTAL		83.17
68766	PAPE MACHINERY	REPAIR/MAINTENANCE-EQUIP	ST	195.46
		REPAIR/MAINTENANCE-EQUIP	ST	1,902.48
		WARRANT TOTAL		2,097.94
68767	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	FD	153.37

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIRS/MAINT-EQUIP	SAN 1,476.79
		REPAIRS/MAINT-EQUIP	SAN 22.18
		OPERATING SUPPLIES	ERR 387.98
		WARRANT TOTAL	2,040.32
68768	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN 47.34
		POSTAGE	PLN 47.33
		POSTAGE	ENG 47.33
		POSTAGE	PD 47.34
		POSTAGE	FD 47.33
		POSTAGE	INSP 47.33
		WARRANT TOTAL	284.00
68769	PROTECH AUTOMOTIVE	REPAIR & MAINTENANCE	CS 56.75
		WARRANT TOTAL	56.75
68770	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST 7,940.30
		CONST-FRUITDALE MCGARIGLE	AST 22,413.31
		WARRANT TOTAL	30,353.61
68771	PURCHASE POWER	POSTAGE	JUD 308.58
		POSTAGE	FIN 408.91
		POSTAGE	LGL .91
		POSTAGE	LGL 5.45
		POSTAGE	PLN 10.35
		POSTAGE	ENG 31.41
		POSTAGE	PD 93.37
		POSTAGE	FD 2.27
		POSTAGE	INSP 8.71
		POSTAGE	CEM 11.36
		POSTAGE	SWR 219.49
		POSTAGE	SAN 101.30
		OPERATING SUPPLIES	SWTR 16.88
		WARRANT TOTAL	1,218.99
68772	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINTENANCE	CS 32.41
		WARRANT TOTAL	32.41
68773	REICHHARDT & EBE ENG, INC	CONSTRUCTION- METCALF LINE	PWT 5,456.94
		PROF SVS-ENGINEERING	SWR 1,963.80
		WARRANT TOTAL	7,420.74
68774	ROTO-ROOTER SERVICES CO	REPAIRS/MT-RIVERFRONT	PK 339.75
		WARRANT TOTAL	339.75
68775	RYBICKI, DANIEL J., DR.	PROFESSIONAL SERVICES	PD 1,375.00
		WARRANT TOTAL	1,375.00
68776	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR 61.60
		OPERATING SUPPLIES	SWR 150.71
		OPERATING SUPPLIES	SWR 64.63
		WARRANT TOTAL	276.94

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
68777	SEARS COMMERCIAL ONE	SMALL TOOLS & MINOR EQUIP	FD	64.91
		WARRANT TOTAL		64.91
68778	SEDRO-WOLLEY AUTO PARTS	REPAIR & MAINTENANCE	CS	116.42
		OPERATING SUPPLIES	FD	3.55
		OPERATING SUPPLIES	CEM	13.77
		OPERATING SUPPLIES	CEM	13.07
		REPAIR/MAINTENANCE-EQUIP	ST	12.59
		OPERATING SUPPLIES	SWR	60.59
		WARRANT TOTAL		219.99
68779	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	37,190.89
		WARRANT TOTAL		37,190.89
68780	SKAGIT COUNTY SHERIFF	PRISONERS	PD	717.34
		PRISONERS	PD	7,697.35
		WARRANT TOTAL		8,414.69
68781	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	33.75
		LEGAL PUBLICATIONS	LGS	33.75
		LEGAL PUBLICATIONS	LGS	52.50
		PRINTING/PUBLICATIONS	PD	132.00
		CONST-FRUIT MC MITIGATION		165.00
		ADVERTISING	SAN	30.00
		WARRANT TOTAL		447.00
68782	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	91.81
		WARRANT TOTAL		91.81
68783	STAPLES BUSINESS ADVANTAGE	SUPPLIES	FIN	216.61
		OFFICE/OPERATING SUPPLIES	PD	53.40
		OFFICE SUPPLIES	SWR	69.72
		WARRANT TOTAL		339.73
68784	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
68785	STOWES	UNIFORMS/ACCESSORIES	PD	156.31
		WARRANT TOTAL		156.31
68786	SUNRISE CAR WASH	REPAIR & MAINTENANCE	CS	172.04
		REPAIR & MAINTENANCE	CS	113.61
		WARRANT TOTAL		285.65
68787	TRUE VALUE	SMALL TOOLS/MINOR EQUIP	IT	17.30
		SPECIAL INVESTIGATIONS	PD	44.35
		TRAINING FACILITIES	FD	17.82
		OPERATING SUP - PARKS SHOP	PK	30.73
		OPERATING SUP - PARKS SHOP	PK	56.08
		OPERATING SUP - PARKS SHOP	PK	107.07
		OPERATING SUP - COMM CENTER	PK	12.42
		OPERATING SUP - CITY HALL	PK	10.37

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	58.27
		OPERATING SUPPLIES	SAN	26.24
		WARRANT TOTAL		380.65
68788	TUCKER, WILLIAM L.	OFFICE/OPERATING SUPPLIES	PD	73.55
		WARRANT TOTAL		73.55
68789	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	2,263.56
		WARRANT TOTAL		2,263.56
68790	UPBEAT INC.	CONTAINERS	SAN	807.12
		WARRANT TOTAL		807.12
68791	USA BLUE BOOK	MAINT OF GENERAL EQUIP	SWR	260.70
		OPERATING SUPPLIES	SWR	242.48
		OPERATING SUPPLIES	SWR	312.46
		PORTABLE EQUIPMENT	SWR	174.03
		WARRANT TOTAL		989.67
68792	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	24.65
		WARRANT TOTAL		24.65
68793	VALLEY AUTO SUPPLY	REPAIR & MAINTENANCE	CS	97.64
		REPAIR & MAINT - AUTO	PD	20.42
		TRAINING FACILITIES	FD	31.81
		REPAIR/MT-SMALL TOOLS EQUIP	PK	7.24
		REPAIR/MAINTENANCE-EQUIP	ST	250.41
		OPERATING SUPPLIES	SAN	38.87
		REPAIR/MAINTENANCE	SAN	9.80
		OPERATING SUPPLIES	ERR	1,254.94
		WARRANT TOTAL		1,711.13
68794	VALLEY RUBBER & GASKET CO. INC	MAINT OF GENERAL EQUIP	SWR	1,379.19
		WARRANT TOTAL		1,379.19
68795	VERIZON NORTHWEST	TELEPHONE	JUD	75.78
		TELEPHONE	EXE	113.67
		TELEPHONE	FIN	113.67
		TELEPHONE	LGL	50.52
		TELEPHONE	IT	37.89
		PUBLIC UTILITIES	CS	237.07
		TELEPHONE	PLN	37.89
		TELEPHONE	ENG	88.41
		TELEPHONE	PD	378.90
		TELEPHONE	FD	139.04
		TELEPHONE	INSP	37.89
		TELEPHONE	PK	25.26
		TELEPHONE	ST	12.63
		TELEPHONE	LIB	63.20
		TELEPHONE	SWR	101.04
		TELEPHONE	SWR	254.99
		TELEPHONE	SAN	50.52



CITY OF SEDRO-WOOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
02/24/2010 (Printed 02/19/2010 10:43)

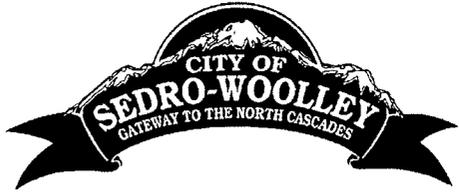
PAGE 10

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	39,651.38
101	PARK FUND	4,389.63
102	CEMETERY FUND	509.37
103	STREET FUND	11,499.90
104	ARTERIAL STREET FUND	48,739.55
105	LIBRARY FUND	457.10
330	1996 FIRE STATION CONST FUND	11,947.50
332	PWTF SEWER CONSTRUCTION FUND	35,138.44
401	SEWER FUND	42,647.54
412	SOLID WASTE FUND	58,420.35
425	STORMWATER	352.06
501	EQUIPMENT REPLACEMENT FUND	1,642.92
TOTAL		255,395.74

CITY OF SEDRO-WOOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
02/24/2010 (Printed 02/19/2010 10:43)

PAGE 11

DEPARTMENT	AMOUNT
001 000 011	120.00
001 000 012	6,102.47
001 000 013	207.47
001 000 014	981.53
001 000 015	2,879.45
001 000 017	880.48
001 000 018	1,551.88
001 000 019	95.57
001 000 020	1,177.15
001 000 021	23,009.60
001 000 022	2,551.85
001 000 024	93.93
FUND CURRENT EXPENSE FUND	39,651.38
101 000 076	4,389.63
FUND PARK FUND	4,389.63
102 000 000	86.56
102 000 036	422.81
FUND CEMETERY FUND	509.37
103 000 042	11,499.90
FUND STREET FUND	11,499.90
104 000 042	48,739.55
FUND ARTERIAL STREET FUND	48,739.55
105 000 072	457.10
FUND LIBRARY FUND	457.10
330 000 082	11,947.50
FUND 1996 FIRE STATION CONST FUND	11,947.50
332 000 082	35,138.44
FUND PWTF SEWER CONSTRUCTION FUND	35,138.44
401 000 035	42,647.54
FUND SEWER FUND	42,647.54
412 000 037	58,420.35
FUND SOLID WASTE FUND	58,420.35
425 000 039	352.06
FUND STORMWATER	352.06
501 000 047	1,642.92
FUND EQUIPMENT REPLACEMENT FUND	1,642.92
TOTAL	255,395.74



CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 24 2010

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 30

CITY OF SEDRO-WOOLLEY

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

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

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Professional Services Agreement No. 2010-PS-03 for  
On-Call Engineering Services**  
Reichhardt & Ebe Engineering, Inc.

DATE: February 17, 2010 (for Council action February 24, 2010)

**ISSUE**

Should Mayor Anderson execute the attached Professional Services Agreement No. 2010-PS-03 with Reichhardt & Ebe Engineering, Inc. to provide on-call engineering services for miscellaneous 2010 public works projects in the amount not to exceed \$100,000?

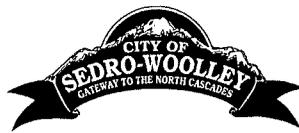
**BACKGROUND/DISCUSSION**

The city has utilized the services of Reichhardt & Ebe Engineering Inc. over the past few years to provide on-call engineering services for miscellaneous small public works projects. The previous agreement expired at the end of 2009. The attached agreement continues this service and updates the agreement for new rate classifications for some of R&E's employees. The rates themselves remain unchanged from the previous agreement. Specific activities will be assigned by task order with dollar amounts assigned for each, and funding will be per the specific activity. The overall total for the agreement is set at not to exceed \$100,000.

Task Order 1 to this agreement, which is also attached to this memo, will provide grant writing assistance for the SR20, Metcalf to SR9/Township Street Lane Widening & Bicycle/Pedestrian Improvements Project. We are in the process of securing a Jobs Bill grant for this project through the Skagit County MPO/RTPO.

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Professional Services Agreement No. 2010-PS-03 with Reichhardt & Ebe Engineering, Inc. to provide on-call engineering services for miscellaneous 2010 public works projects in the amount not to exceed \$100,000.***



**ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2010-PS-03**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **24** day of **February, 2010** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Reichhardt & Ebe Engineering Inc.** whose address is **813 Metcalf Street, Sedro-Woolley, WA 98284**, hereinafter referred to as the “Contractor”.

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as “**Consulting Engineers**” as assigned by task order that are requested by the City of Sedro-Woolley.

**2. Relationship of Parties.**

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City’s office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

**3. Time of Performance.**

The service of the Contractor is to commence

on or before \_\_\_\_\_

as soon as practicable after the execution of this Agreement shall be undertaken so as to

ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

not later than \_\_\_\_\_

[ ] pursuant to the schedule set forth on Attachment C, Schedule of Work.

**4. Delays and Extensions of Time.**

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

**5. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit A**.

The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$100,000.00** without prior approval of the Director of Public Works/City Engineer.

**6. Ownership of Records and Documents.**

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

**7. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2010**.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

- a) Material violation of this agreement.
- b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

**8. Evaluation and Compliance with the Law.**

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

**9. City Business and Occupation License.**

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

**10. Liability and Hold Harmless.**

Each party shall indemnify, save, and hold harmless the other party of any claim, damages, losses, liability or expense cause by or resulting from their negligence related to the performance of this contract.

The Contractor shall provide proof to the City that it is insured under a professional liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under a general liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

For purposes of this agreement the Contractor waives immunity under RCW Title 51, the State Industrial Insurance Act for any claim brought by the City.

**11. Employment Security.** The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

**12. Amendments.**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

**13. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

**14. Ratification.**

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

**15. Assignability.** This agreement is not assignable by either party, without written consent of the other party.

**16. Notices.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

**17. Choice of Law/Venue.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

**18. Non-exclusive Agreement.** This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

**19. MRSC Roster Registration.** The Contractor shall register or maintain registration on the MRSC Consultant Roster.

**20. Washington State Department of Retirement Systems.** Have you retired under the 2008 early retirement factors?  
Yes  No  N/A

**21. Debarment.** Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

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

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

By: \_\_\_\_\_

# EXHIBIT A

## REICHHARDT & EBE ENGINEERING, INC. CONSULTING ENGINEERS

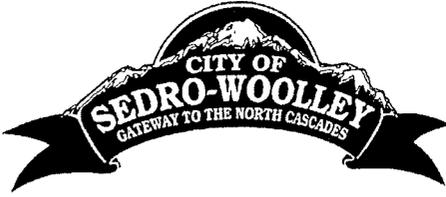
813 Metcalf Street | Sedro-Woolley, WA 98284 | Telephone 360-855-1713 | Fax: 360-855-1164

### 2009 Non-Federal Billing Rate

Classification	Bill Rate				
Engineer	2009				
E-I	58.02				
E-II	66.51				
E-III	77.83	Ben	Kat	Garret	
E-IV	89.15	Cody	Ian	Mike	
E-V	100.47				
E-VI	111.79	Dale	Luis	Jim	Nathan
E-VII	123.11	Greg	Carl	Larry	
Technical/CAD					
T-I	42.45	Ben M			
T-II	52.36				
T-III	58.02	Barb			
T-IV	66.51				
T-V	77.83	Deb C	Linda		
T-VI	90.56	Inspectors			
Clerical					
C-I	29.72				
C-II	41.04	Shannon			
C-III	46.70	Deb H			
C-IV	52.36				

Revised 01/27/10





CITY COUNCIL AGENDA  
REGULAR MEETING

CITY OF SEDRO-WOOLLEY

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

FEB 24 2010

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

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

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Professional Services Agreement No. 2010-PS-02 for  
On-Call Engineering Services**  
SCADA & Controls Engineering, Inc.

DATE: February 17, 2010 (for Council action February 24, 2010)

**ISSUE**

Should Mayor Anderson execute the attached Professional Services Agreement No. 2010-PS-02 with SCADA Control Engineering, Inc. to provide on-call engineering services associated with the city's Wastewater pump station supervisory control and data acquisition (SCADA) system in the amount not to exceed \$10,000?

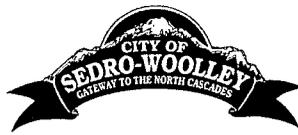
**BACKGROUND/DISCUSSION**

The city has utilized the services of SCADA Controls Engineering, Inc. over the past few years to design and install the SCADA system that interconnects the wastewater facility with the remote sewer pump stations. SCADA is therefore most familiar with these systems and has been instrumental in bringing on-line the new pump stations installed in 2008 and in 2009. The current agreement will allow us to continue to utilize SCADA's expertise with troubleshooting and repairing the systems as needed on an on-call basis. Other specific activities may be assigned by task order with dollar amounts assigned for each. The overall total for the agreement is set at not to exceed \$10,000.

The work is included in the 2010 Budget under Account 401-000-035-535-80-41-00 Professional Services.

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Professional Services Agreement No. 2010-PS-02 with SCADA Control Engineering, Inc. to provide on-call engineering services associated with the city's Wastewater pump station supervisory control and data acquisition (SCADA) system in the amount not to exceed \$10,000.***



**ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2010-PS-02**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this 25 day of February, 2010, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and SCADA & Controls Engineering Inc. whose address is 2020 Maltby Road, Ste 7, PMB 170, Bothell, WA 98021, hereinafter referred to as the "Contractor".

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as On-call engineering support services related to the city's wastewater treatment plant and pump station SCADA systems that are requested by the City of Sedro-Woolley.

**2. Relationship of Parties.**

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

**3. Time of Performance.**

The service of the Contractor is to commence

on or before \_\_\_\_\_

as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

- ] not later than \_\_\_\_\_  
 ] pursuant to the schedule set forth on Attachment A, Schedule of Work.

**4. Delays and Extensions of Time.**

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

**5. Compensation and Schedule of Payments.**

City shall pay the Contractor per task order, not to exceed under this agreement  
] **\$10,000** without prior approval of the Director of Public Works/City Engineer.

] Pursuant to the schedule set forth on **Attachment A, "Standard Labor Rates and General Terms and Conditions."**

The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

**6. Ownership of Records and Documents.**

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

**7. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2010.**

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

- a) Material violation of this agreement.
- b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

**8. Evaluation and Compliance with the Law.**

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

**9. City Business and Occupation License.**

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

**10. Liability and Hold Harmless.**

Each party shall indemnify, save, and hold harmless the other party of any claim, damages, losses, liability or expense cause by or resulting from their negligence related to the performance of this contract.

The Contractor shall provide proof to the City that it is insured under a professional liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under a general liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

For purposes of this agreement the Contractor waives immunity under RCW Title 51, the State Industrial Insurance Act for any claim brought by the City.

**11. Employment Security.** The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

**12. Amendments.**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

**13. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

**14. Ratification.**

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

**15. Assignability.** This agreement is not assignable by either party, without written consent of the other party.

**16. Notices.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt

requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

**17. Choice of Law/Venue.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

**18. Non-exclusive Agreement.** This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

**19. MRSC Roster Registration.** The Contractor shall register or maintain registration on the MRSC Consultant Roster.

**20. Washington State Department of Retirement Systems.** Have you retired under the 2008 early retirement factors?  
Yes  No  N/A

**21. Debarment.** Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

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

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

# ATTACHMENT A



SCADA & Controls Engineering, Inc.  
2020 Maltby Rd Ste 7  
PMB 170  
Bothell, WA 98021

PHONE (206) 354-1779  
FAX (425) 806-5056  
E-MAIL [smith@scadace.com](mailto:smith@scadace.com)  
WEB SITE [www.scadace.com](http://www.scadace.com)

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## Standard Labor Rates

The following is a list of hourly rates for specific services.

Registered Professional Engineer	\$130.00 per Hour
Senior Project Engineer	\$110.00 per Hour
Senior Software Programmer	\$110.00 per Hour
Junior Project Engineer	\$95.00 per Hour
Junior Software Programmer	\$95.00 per Hour
Auto-Cad Design & Drafting	\$75.00 per Hour
Control Panel Fabrication	\$75.00 per Hour
Administrative	\$55.00 per Hour
Installation (Handyman) Labor	\$55.00 per Hour

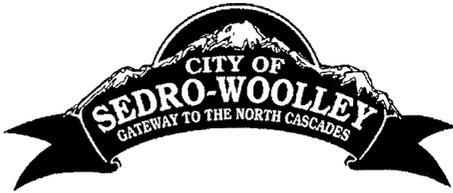
Services in excess of 12 hours per day, Monday through Friday, will be billed at 1.5 times the hourly rate. Saturdays, Sundays, and all business holidays will be billed at 2 times the hourly rate. Emergency services are billed at a minimum of four (4) hours. All travel time will be billed, portal to portal, at the hourly rate in effect on the day of travel.

### General Terms and Conditions

Services will be billed via invoice, with service reports when requested. All vehicle travel will be charged by total mileage at the current IRS reimbursement rate for mileage. All other expenses, (hotel, airline, rental car, etc.), will be billed at documented cost. All invoices are Net 30 days.

All prices are net prices and do not include any state, local, or use taxes.

Prices are valid for a period of 60 days unless specified.



CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 24 2010

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 22

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

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

---

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Professional Services Agreement No. 2010-PS-04 for  
GIS Mapping Services**  
Ecotone Solutions LLC

DATE: February 17, 2010 (for Council action February 24, 2010)

**ISSUE**

Should Mayor Anderson execute the attached Professional Services Agreement No. 2010-PS-04 with Ecotone Solutions LLC to provide GIS Mapping update services in the amount not to exceed \$10,000?

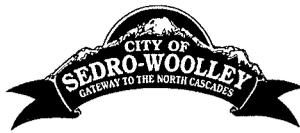
**BACKGROUND/DISCUSSION**

The city has utilized the services of Ecotone Solutions LLC over the past few years to provide technical services to update and expand the city's Geographic Information Services base maps. The current agreement was issued in 2007, and is replaced by the proposed agreement. The overall total for the agreement is set at not to exceed \$10,000. We anticipate transitioning to internal updates in 2010 once the new Engineering Services Manager is on board.

The work is funded from 2010 Budget under Account 401-000-035-535-80-41-00 Wastewater Professional Services (\$10,000 budgeted for map updates), Account 425.000.039.539.80.41.00 Stormwater Professional Services (\$5,000 budgeted total) and 001.000.020.532.20.41.00 Engineering Professional Services (\$30,000 budgeted total).

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Professional Services Agreement No. 2010-PS-04 with Ecotone Solutions LLC to provide GIS Mapping update services in the amount not to exceed \$10,000.***



**ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2010-PS-04**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **24** day of **February, 2010** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Ecotone Solutions LLC** whose address is **230 Maple Lane, Mount Vernon, WA 98273**, hereinafter referred to as the “Contractor”.

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as **GIS Mapping Services** that are requested by the City of Sedro-Woolley.

**2. Relationship of Parties.**

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City’s office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

**3. Time of Performance.**

The service of the Contractor is to commence

on or before \_\_\_\_\_

as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

not later than \_\_\_\_\_

pursuant to the schedule set forth on Attachment C, Schedule of Work.

**4. Delays and Extensions of Time.**

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

**5. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates as follows:

- GIS Database Technician \$25.00/hour
- Intern \$20.00/hour

Work to be defined by **Task Order**.

The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$10,000** without prior approval of the Director of Public Works/City Engineer.

**6. Ownership of Records and Documents.**

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

**7. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2010**.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

- a) Material violation of this agreement.
- b) Failure to maintain professional standards in the performance of services

related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

**8. Evaluation and Compliance with the Law.**

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

**9. City Business and Occupation License.**

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

**10. Liability and Hold Harmless.**

Each party shall indemnify, save, and hold harmless the other party of any claim, damages, losses, liability or expense cause by or resulting from their negligence related to the performance of this contract.

The Contractor shall provide proof to the City that it is insured under a professional liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under a general liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

For purposes of this agreement the Contractor waives immunity under RCW Title 51, the State Industrial Insurance Act for any claim brought by the City.

**11. Employment Security.** The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

**12. Amendments.**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

**13. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

**14. Ratification.**

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

**15. Assignability.** This agreement is not assignable by either party, without written consent of the other party.

**16. Notices.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

**17. Choice of Law/Venue.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

**18. Non-exclusive Agreement.** This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

**19. MRSC Roster Registration.** The Contractor shall register or maintain registration on the MRSC Consultant Roster.

**20. Washington State Department of Retirement Systems.** Have you retired under the 2008 early retirement factors?  
Yes  No  N/A

**21. Debarment.** Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

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

CONTRACTOR:

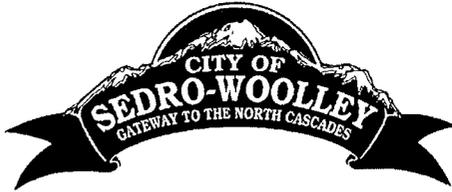
Ecotone Solutions LLC

By: \_\_\_\_\_

CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 24 2010

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



Solid Waste & Fleet Division  
315 Sterling Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-1884  
Fax (360) 855-9024  
E-Mail ljacobs@ci.sedro-woolley.wa.us

Leo Jacobs,  
Solid Waste & Fleet Supervisor

---

MEMO TO: City Council and Mayor Anderson

FROM: Leo Jacobs, Solid Waste & Fleet Supervisor

RE: **Possible Bid Award**  
**2010 Commercial Front Load Dumpsters and Roll-Off Containers**  
**Western Systems and Fabrication, Inc. of Spokane, WA**

DATE: February 17, 2010 (for Council action February 24, 2010)

**ISSUE:** Shall council move to award the 2010 Commercial Front Load Dumpsters and Roll-Off Containers purchase contract to Western Systems and Fabrication, Inc. of Spokane, WA for a purchase of solid waste containers in the amount of \$24,583.06?

**BACKGROUND/DISCUSSION:** Solid Waste budgets and purchases a variety of its Commercial Front Load Dumpsters and Roll-Off Containers every year to replace the broken and un-repairable ones. Based on expected replacement needs, bid specifications were prepared and advertised on January 20, 2010. Bids closed for the 2010 container purchase on February 4, 2010. Bid results are attached. Five unit price bids were received and compared based on expected replacement needs. The bid from Western Systems and Fabrication Inc. was the most competitive for this purchase of containers and of various sizes.

**FINANCIAL:** The 2010 Solid Waste Budget under Account 412.000.037.537.80.34.00 includes \$70,000 for purchase of replacement containers.

**ANALYSIS:** Containers will be purchased as a lot to maximize shipping efficiencies. The proposed purchase will be plastic containers totaling \$24,583.06. Additional containers may be ordered as needed with the remaining budget.

**MOTION:**

***Move to award the 2010 Commercial Front Load Dumpsters and Roll Off Containers purchase contract to Western Systems and Fabrication, Inc. of Spokane, WA for a purchase of solid waste containers in the amount of \$24,583.06.***



# Sales Order

2403 N University Road  
Spokane Valley, WA 99206-4778

Date	S.O. No.
2/16/2010	16036

Name / Address
CITY OF SEDRO-WOOLLEY - SOLID WASTE 315 Sterling St Sedro Woolley, WA 98284-1901 US

Ship To
CITY OF SEDRO-WOOLLEY - SOLID WASTE 315 Sterling St Sedro Woolley, WA 98284-1901 USA

Account #	Rep	Ship Via	P.O. No.	Project
SED-100	DJS	Truck		

Item	Description	Ordered	Rate	Amount
Carts	PLASTIC NUWAVE FRONT LOAD - 8 YARD FL MODEL: Specifications: 8 C.Y. CAPACITY, Overall Loading Height: 76 in., Load Rating: 5800 lbs. Dimensions: 76 in.(D) x 83 in.(W) x 76 in.(Max. H) - Slant Top Model Design, Assembly Weight: 636 lbs.	2	1,060.00	2,120.00T
Carts	PLASTIC NUWAVE FRONT LOAD - 6 YARD FL MODEL: Specifications: 6 C.Y. CAPACITY, Overall Loading Height: 60 in., Load Rating: 4500 lbs. Dimensions: 76 in.(D) x 83 in.(W) x 60 in.(Max. H) - Slant Top Model Design, Assembly Weight: 476 lbs.	6	870.00	5,220.00T
Carts	PLASTIC NUWAVE FRONT LOAD - 4 YARD FL MODEL: Specifications: 4 C.Y. CAPACITY, Overall loading height includes polyolefin casters(shipped uninstalled), Load Rating: 3200 lbs. Dimensions: 60 in.(D) x 83 in.(W) x 67 in.(Max. H) - Slant Top, Assembly Weight: 361 lbs.	10	760.00	7,600.00T
Carts	***Option: Side Mounted Auto/Gravity Lid Lock with Standard Lock Bar (per container rate) NOTE: **LOCK HASP LENGTH REQUIRED FOR PROPER FITTING: <<1 1/2 in. Hasp as per customer >> ***NOTE: 4 OF 10 FL-4 CONTAINERS ONLY	4	105.00	420.00T
Carts	PLASTIC NUWAVE FRONT LOAD - 2 YARD FL MODEL - WILL FIT ONE INSIDE EACH STACK OF THE ABOVE LISTED CONTAINERS Specifications: 2 C.Y. CAPACITY, Overall loading height includes polyolefin casters(shipped uninstalled), Load Rating: 1800 lbs. Dimensions: 40 in.(D) x 82 in.(W) x 58 in.(Max. H) - Slant Top, Assembly Weight: 209 lbs. NOTE: EACH ONE OF THESE 2 C.Y. CONTAINERS WILL BE SHIPPING INSIDE EACH OF THE NINE STACKS OF LARGER CONTAINERS TO MAXIMIZE PAYLOAD.	9	585.00	5,265.00T
Carts	Options: Top Shield Plate, Bolt on Pads for Casters >> Included N/C		0.00	0.00T
		<b>Total</b>		

(800) 456-7886

www.westernsystem.com



# Sales Order

2403 N University Road  
Spokane Valley, WA 99206-4778

Date	S.O. No.
2/16/2010	16036

Name / Address
CITY OF SEDRO-WOOLLEY - SOLID WASTE 315 Sterling St Sedro Woolley, WA 98284-1901 US

Ship To
CITY OF SEDRO-WOOLLEY - SOLID WASTE 315 Sterling St Sedro Woolley, WA 98284-1901 USA

Account #	Rep	Ship Via	P.O. No.	Project
SED-100	DJS	Truck		

Item	Description	Ordered	Rate	Amount
Carts	Option: Casters Swivel Only >> Included N/C (STANDARD ON 1, 2, 3 AND 4 C.Y. sizes ONLY) OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC. >> ALL NUWAVE CONTAINER DUMPSTERS ARE ROTATIONALLY MOLDED, 100 % RECYCLABLE CONTAINERS DESIGNED TO FOR USE FRONT LOAD TRUCK BODIES AND INCLUDE THE FOLLOWING STANDARD FEATURES: *STANDARD HIGH QUALITY /HIGH DENSITY ROTATIONALLY MOLDED POLYETHYLENE CONSTRUCTION, UV RESISTANT FOR LONG TERM EXPOSURE TO SUNLIGHT, *DENT RESISTENT, EASY TO CLEAN OFF GRAFFITI - NO PAINTING REQUIRED, **ONE -PIECE BODY HAS FULLY INTEGRATED, MOLDED-IN LIFTING POCKETS, *ALL SWIVEL CASTERS-(STANDARD ON 1, 2, 3 AND 4 C.Y. sizes ONLY), *UP TO 50% LIGHTER THAN SAME-SIZE METAL CONTAINERS, **QUIETEST CONTAINER ON THE MARKET TODAY, *COLOR: CUSTOMER'S CHOICE OF SINGLE STOCK COLOR >> DARK BROWN OR BLACK CURRENT PROJECTED LEAD TIME: 2 to 4 weeks ARO			
Freight Charges	FREIGHT CHARGES FOR SHIPPING A FULL TRUCKLOAD OF PLASTIC DUMPSTERS LISTED ABOVE (PER TRUCKLOAD RATE) F.O.B. City of Sedro-Woolley	1	2,095.00	2,095.00T
		<b>Total</b>		

(800) 456-7886

www.westernsystem.com



# Sales Order

2403 N University Road  
Spokane Valley, WA 99206-4778

Date	S.O. No.
2/16/2010	16036

Name / Address
CITY OF SEDRO-WOOLLEY - SOLID WASTE 315 Sterling St Sedro Woolley, WA 98284-1901 US

Ship To
CITY OF SEDRO-WOOLLEY - SOLID WASTE 315 Sterling St Sedro Woolley, WA 98284-1901 USA

Account #	Rep	Ship Via	P.O. No.	Project
SED-100	DJS	Truck		

Item	Description	Ordered	Rate	Amount
	<p>Freight rates are estimates and are based on forklift access requirement at the delivery location as well as shipping of full truckload of containers to maximize delivery payload &amp; minimize freight expense. Quote listed above complies with all terms and conditions listed by City of Sedro-Woolley bid specifications. Quote is valid for 30 days from date listed above</p> <p>Tax is not included in quote. SALES TAX: Sales Tax will be charged on your final invoice, unless a current tax-exempt or resale certificate is on file at Western Systems.</p> <p>Contact: Leo Jacobs, Supervisor, Solid Waste &amp; Fleet Division ljacobs@ci.sedro-woolley.wa.us (O) 360-855-1884, (M) 360-661-6449, (F) 360-855-9024</p> <p>Total sales tax calculated by AvaTax ST Select this as a transaction's tax to use AvaTax ST</p>		1,863.06 0.00%	1,863.06 0.00
		<b>Total</b>		\$24,583.06

(800) 456-7886

www.westernsystem.com

**City of Sedro-Woolley**

**Commerical Front Load Dumpsters and Roll Off Containers**

**Bid Tabulation - Preliminary**

Bid Date: February 4, 2010, 2:00 PM



By: Leo Jacobs		Wastquip Inc. Albany, OR				Western Systems and Fabrication Inc. Spokane, WA				Capital Industries Inc. Seattle, WA				Compaction and Recycling Equipment Inc. Clackamas, OR				Western Cascade Container LLC Kelso, WA				Toter Inc.						
ESTIMATE		Base Unit Price	Quantity Discount	Price Per Unit with Qty Discount	Total	Base Unit Price	Quantity Discount	Price Per Unit with Qty Discount	Total	Base Unit Price	Quantity Discount	Price Per Unit with Qty Discount	Total	Base Unit Price	Quantity Discount	Price Per Unit with Qty Discount	Total	Base Unit Price	Quantity Discount	Price Per Unit with Qty Discount	Total	Base Unit Price	Quantity Discount	Price Per Unit with Qty Discount	Total			
BASE BID, PLASTIC																												
1 Yard Dumpster - Plastic	4	N/A		N/A		485.00	25.00	460.00	1840.00	N/A	N/A	N/A	0.00														Enters a No Bid	
2 Yard Dumpster - Plastic	6	631.88		831.88	3791.28	595.00	10.00	585.00	3510.00	720.00	0.00	720.00	4320.00															
3 Yard Dumpster - Plastic	4	756.88		756.88	3027.52	700.00	10.00	690.00	2760.00	710.00	0.00	710.00	2840.00	665.00	0.00	665.00	2660.00											
4 Yard Dumpster - Plastic	6	901.88		901.88	5411.28	770.00	10.00	760.00	4560.00	800.00	0.00	800.00	4800.00	735.00	0.00	735.00	4410.00											
6 Yard Dumpster - Plastic (skid only)	6					885.00	15.00	870.00	5220.00	1290.00	0.00	1290.00	7740.00	835.00	0.00	835.00	5010.00											
8 Yard Dumpster - Plastic (skid only)	2					1070.00	10.00	1060.00	2120.00	1550.00	0.00	1550.00	3100.00															
ALTERNATE, METAL																												
1 Yard Dumpster - Metal	4	452.67		452.67	1810.68	410.00	20.00	390.00	1560.00	380.00	0.00	380.00	1520.00					524.82	52.48	472.34	1889.36							
2 Yard Dumpster - Metal	6	458.67		458.67	2752.02	448.00	20.00	428.00	2568.00	420.00	0.00	420.00	2520.00					602.82	60.28	542.54	3255.24							
3 Yard Dumpster - Metal	4	511.67		511.67	2046.68	505.00	25.00	480.00	1920.00	475.00	0.00	475.00	1900.00					643.82	64.38	579.44	2317.76							
4 Yard Dumpster - Metal	6	546.67		546.67	3280.02	580.00	20.00	560.00	3360.00	530.00	0.00	530.00	3180.00					809.82	80.98	728.84	4373.04							
6 Yard Dumpster - Metal (skid only)	6	686.67		686.67	4120.02	680.00	20.00	660.00	3960.00	760.00	0.00	760.00	4560.00					1167.83	116.78	1051.05	6306.30							
8 Yard Dumpster - Metal (skid only)	2	801.67		801.67	1603.34	780.00	20.00	760.00	1520.00	890.00	0.00	890.00	1780.00					1288.82	128.88	1159.94	2319.88							
Options if not included plastic																												
Bolt on Pads for Casters						inc.	inc.	inc.	inc.																			
Lid Props																												
Gravity Lock with Bar/ Auto Locks						15.00		0.00	15.00																			
Drain and Plug																												
Casters Swivel Only						inc.	inc.	inc.	inc.																			
Options if not included																												
Top Shield Plates		inc	inc	inc	inc					12.00	0.00	12.00																
Bolt on Pads for Casters		26.00	inc	0.00	26.00	inc	10.00	inc	0.00	10.00	inc	10.00	inc					28.00	0.00	28.00								
Lid Props		inc	inc	inc	inc					6.00	0.00	6.00																
Gravity Lock with Bar/ Auto Locks		73.00	inc	0.00	73.00	inc	110.00	inc	5.00	105.00	inc	75.00	inc	95.00	0.00	95.00		9.00	0.00	9.00								
Drain and Plug		inc	inc	inc	inc	inc	30.00	inc	0.00	30.00	inc	6.00	inc	6.00	0.00	6.00		68.00	0.00	68.00								
Casters Swivel Only		inc	inc	inc	inc					24.00	0.00	24.00						6.00	0.00	6.00								
Other Options																												
manual bar locks																		inc	inc	inc	inc							
30 Yard Dropbox, Open Top 20'-10F-12S	2	4182.67	0.00	4182.67	8365.34	3835.00	0.00	3835.00	7670.00	4580.00	0.00	4580.00	9160.00	0.00	0.00	0.00	0.00	5573.50	557.35	5016.15	10032.30							
Double back doors, Endless chain style	2	inc	inc	inc	inc	inc	inc	inc	inc	inc	inc	inc	inc					inc	inc	inc	inc							
Options																												
Dome style mesh lid		965.62	0.00	965.62		1295.00	95.00	1200.00		1160.00	0.00	1160.00						998.00	0.00	998.00								
Dome style solid lid		1336.03	0.00	1336.03		1295.00	95.00	1200.00		1210.00	0.00	1210.00						1243.00	0.00	1243.00								
4 Casters						inc.	inc.	inc.	inc.	120.00	0.00	120.00						40.00	0.00	40.00								
SUBTOTAL					\$ 36,208.19				\$ 42,448.00				\$ 47,420.00					\$ 12,080.00			\$ 30,493.88							
WSST AT 8.2%					\$ 2,969.07				\$ 3,480.74				\$ 3,888.44					\$ 990.56			\$ 2,500.50							
TOTAL					\$ 39,177.25				\$ 45,928.74				\$ 51,308.44					\$ 13,070.56			\$ 32,994.38							
ADJUSTED FOR COMPARISON, PLASTIC ONLY, INC WSST				INCOMPLETE	\$ 13,232.95		LOW	COMPLETE	\$ 21,650.82			INCOMPLETE	\$ 24,669.60			INCOMPLETE	\$ 13,070.56			NO BID	\$ -							
ADJUSTED FOR COMPARISON, METAL ONLY, INC WSST				COMPLETE	\$ 16,893.01		LOW/COMPLETE	\$ 15,978.98			COMPLETE	\$ 16,727.72				NO BID	\$ -			COMPLETE	\$ 22,139.43							

FEB 24 2010

RESOLUTION NO. \_\_\_\_\_

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

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON  
DECLARING THE BURLINGTON NORTHERN SANTA FE SKAGIT RIVER  
BRIDGE A PUBLIC SAFETY HAZARD; AND RECOMMENDING A  
PUBLIC/PRIVATE PARTNERSHIP TO REPLACE THE BRIDGE AS A  
MATTER OF PUBLIC SAFETY**

Whereas, although the Corps of Engineers General Investigation of flooding on the Skagit River is not yet complete, early action flood risk concerns have been identified based on studies conducted by the Corps of Engineers, the Washington Department of Transportation, local governments and special purpose districts, and

Whereas, the Burlington Northern Santa Fe Skagit River Bridge, constructed in 1916, poses a significant risk to Sedro-Woolley, Burlington, and Mount Vernon, and increases the chance of catastrophic levee failure which would flood critical transportation infrastructure and other infrastructure in the lower Skagit Valley, and

Whereas, studies and real-world experience have shown that the piers of this bridge are spaced too closely to enable unobstructed and safe passage of the tremendous volume of large woody debris which floats down the river system during floods, and

Whereas, even in a relatively minor Skagit River flood (35-year event or less), the river water level will rise to the point where it is above the bottom chord of the bridge, ensuring with near-certainty that woody debris will accumulate upstream of the bridge even with emergency response boats attempting to direct and funnel the debris through the structure, and

Whereas, accumulation of debris puts the bridge under tremendous pressure and increases the chance the bridge will fail, and

Whereas, the debris accumulation deficiency and the too-low bottom chord deficiency combine to make the performance of this bridge unpredictable during a Skagit River flood, and

Whereas, if the BNSF Skagit River bridge fails during a Skagit River flood event, it is possible, even likely, that the bridge failure will also damage the adjacent levees, inducing failure of the levees, and

Whereas, if either levee fails, I-5 will flood and may remain closed for many days or longer, severely disrupting a vital transportation corridor, and

Whereas, railroad bridge and freeway repair may take days, weeks, or longer, crippling interstate and international movement of rail freight and passengers; in addition,

large parts of either Burlington or Mount Vernon's urban areas will flood, jeopardizing life and property, and

Whereas, a preview of the risk was demonstrated during the flood of 1995 (a 30-year flood event), when the BNSF Skagit River bridge did fail, induced by passage of a freight train; further, debris accumulated upstream of the bridge, caused flood water to be pushed around the sides of the debris accumulation, increased the water velocity, scoured under the right bank levee, and very nearly caused the levee to fail, and

Whereas, although the ongoing Corps of Engineers General Investigation study may eventually identify a recommended list of flood measures, the flood risk presented by this bridge represents an urgent and known public safety threat which must be addressed now;

Now, therefore, be it resolved:

**Section 1.** Based on the fact that the BNSF Skagit River bridge already failed during a relatively minor Skagit River flood in 1995, and based additional information contained in numerous technical studies of Skagit River flooding since that time, the City of Sedro-Woolley hereby declares the BNSF Skagit River Bridge to be a public safety hazard during Skagit River floods, and a threat to public safety.

**Section 2.** This bridge must be replaced with a modern structure adequate to safely and reliably convey, at a minimum, a Skagit River base flood event.

**Section 3.** A private/public partnership to replace the bridge should immediately be initiated and appropriate activities undertaken, within existing and future resources of the state of Washington, the federal government, BNSF, local governments, and special purpose districts to urgently work toward the objective of bridge replacement.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of February, 2010, and signed in authentication of its passage this \_\_\_\_ day of February, 2010.

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

Attest:

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

Approved as to form:

---

Eron Berg, City Attorney

ASSIGNMENT & DELEGATION AGREEMENT

FEB 24 2010

This Assignment & Delegation Agreement (the "Agreement") is made on February 23, 2010, at 7:00 P.M. COUNCIL CHAMBER, AGENDA NO. 34 (the "Effective Date")

BETWEEN

City of Sedro-Woolley Fire Department whose office is located at 325 Metcalf Street Sedro-Woolley, WA 98284 ("Buyer")

AND

H&W Emergency Vehicles whose office is located at 3150 SW 234<sup>th</sup> Ave. Suite 100 Hillsboro, OR 97123 ("H&W")

AND

Crimson Fire, Inc. whose office is located at 907 7th Avenue N, Brandon, SD 57005 ("Crimson Fire")

Each referred to individually as a "Party" and collectively as the "Parties"

*This Agreement is made with reference to the following facts:*

(A) Buyer and H&W entered into the following agreement:

Purchase of Apparatus and Equipment dated October 15, 2009, (referred to as the "Contract"), which the Buyer acknowledges and agrees remains in full force and effect in accordance with its respective terms.

(B) H&W wishes to be released and discharged as a party to the Contract and Buyer agrees to release and discharge H&W from the Effective Date, subject to Crimson Fire undertaking to perform the Contract and to be bound by the terms and conditions of the Contract in place of H&W, and to accept and fulfil all liabilities and obligations of H&W under the Contract as if Crimson Fire had originally entered into the Contract with Buyer in place of H&W.

(C) This Agreement is supplemental to the Contract.

*Now therefore it is agreed as follows:*

1. Each of the Parties to this Agreement warrants that it has full power and authority to enter into this Agreement and by doing so is not in breach of any law, regulation, official directive or other agreement to which it is subject.
2. As from the Effective Date, Crimson Fire undertakes to perform H&W's obligations and duties under the Contract, and to be bound by its terms and conditions in every way as if Crimson Fire were party to the Contract in lieu of H&W.
3. As from the Effective Date, Buyer releases and discharges H&W from all claims and demands whatsoever in respect of the Contract whether arising before or after the Effective Date, and accepts the liability of Crimson Fire under the Contract in lieu of the

liability of H&W and agrees to be bound by the Contract in every respect as if Crimson Fire were named in the Contract as a party in substitution for H&W.

4. H&W acknowledges that it will cease as from the Effective Date to have any rights under the Contract and Buyer confirms that all and any such rights previously enjoyed by H&W are now vested in Crimson Fire.
5. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement, and any Party may enter into this Agreement by executing a counterpart.
6. This Agreement shall be governed and construed by the laws of Washington and the Parties agree to the exclusive jurisdiction of the courts of Washington.

AS WITNESS the hands of the Parties or their duly authorised representatives on the date set out above

Signed for and on behalf of  
City of Sedro-Woolley

by: \_\_\_\_\_

Name (print): Mike Anderson

Position: Mayor

Signed for and on behalf of  
H&W Emergency Vehicles

by: \_\_\_\_\_

Name (print): \_\_\_\_\_

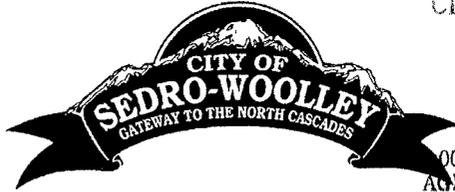
Position: \_\_\_\_\_

Signed for and on behalf of  
Crimson Fire, Inc.

by: \_\_\_\_\_

Name (print): \_\_\_\_\_

Position: \_\_\_\_\_



CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 24 2010

6:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 34

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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Contract Award  
Skagit Surveyors & Engineers  
On-Call Engineering and Surveying Services**

DATE: February 19, 2010 (for Council action February 24, 2010)

**ISSUE:**

Shall council move to authorize Mayor Anderson to execute a professional services agreement for miscellaneous surveying and engineering services with Skagit Surveyors & Engineers of Sedro-Woolley, WA in the amount of not to exceed \$25,000 for one year?

**BACKGROUND/ DISCUSSION:**

This agreement is an update to the 2009 professional services agreement with Skagit, and continues our ability to use them on an on-call basis for miscellaneous surveying and engineering services on a Task Order basis.

Task Order 1 will be for preparing the legal description and exhibit for the Fruitdale Sewer Special Benefit Area, totaling \$1,250.

**FINANCIAL:**

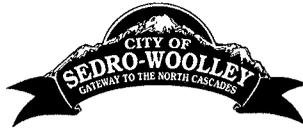
Funds for this project are available from the Account 401.000.035.535.80.41.00 Professional Services line item, which has a budget of \$6,000 for 2010.

**ANALYSIS:**

Sufficient funds are available from the Account 401 Budget for 2010.

**MOTION:**

***Move to authorize Mayor Anderson to execute a professional services agreement for miscellaneous surveying and engineering services with Skagit Surveyors & Engineers of Sedro-Woolley, WA in the amount of not to exceed \$25,000 for one year.***



**ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2010-PS-05.**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **25** day of **February, 2010**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Skagit Surveyors & Engineers** whose address is **806 Metcalf, Sedro-Woolley, WA 98284**, hereinafter referred to as the "Contractor".

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as **On-call Engineering/ Surveying** that are requested by the City of Sedro-Woolley.

**2. Relationship of Parties.**

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

**3. Time of Performance.**

The service of the Contractor is to commence

on or before as defined in the schedule for each Task Order

as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

not later than the date as defined in each Task Order

pursuant to the schedule set forth on Attachment C, Schedule of Work.

**4. Delays and Extensions of Time.**

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

**5. Compensation and Schedule of Payments.**

City shall pay the Contractor per task order, not to exceed under this agreement **\$25,000.00** without prior approval of the Director of Public Works/City Engineer. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

**6. Ownership of Records and Documents.**

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

**7. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2010**.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

- a) Material violation of this agreement.
- b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

**8. Evaluation and Compliance with the Law.**

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

**9. City Business and Occupation License.**

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

**10. Liability and Hold Harmless.**

Each party shall indemnify, save, and hold harmless the other party of any claim, damages, losses, liability or expense cause by or resulting from their negligence related to the performance of this contract.

The Contractor shall provide proof to the City that it is insured under a professional liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under a general liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

For purposes of this agreement the Contractor waives immunity under RCW Title 51, the State Industrial Insurance Act for any claim brought by the City.

**11. Employment Security.** The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

**12. Amendments.**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

**13. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

**14. Ratification.**

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

**15. Assignability.** This agreement is not assignable by either party, without written consent of the other party.

**16. Notices.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

**17. Choice of Law/Venue.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

**18. Non-exclusive Agreement.** This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

**19. MRSC Roster Registration.** The Contractor shall register or maintain registration on the MRSC Consultant Roster.

**20. Washington State Department of Retirement Systems.** Have you retired under the 2008 early retirement factors?  
Yes No N/A

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

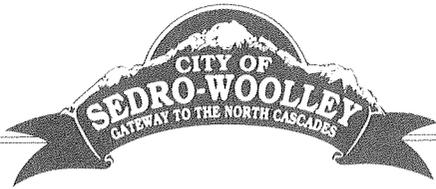
Approved as to Form:

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

CONTRACTOR:

Skagit Surveyors & Engineers

By: \_\_\_\_\_



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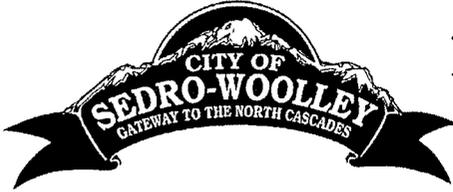
SUBJECT: PUBLIC COMMENT

Name :  
Address :  
Narrative :

**UNFINISHED  
BUSINESS**

CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 24 2010



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

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

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Offender Work Program  
DATE: February 24, 2010

ISSUE: Should the Council adopt the attached ordinance that creates a new position of Offender Work Program Supervisor, establishes the new program and authorizes the Mayor to promulgate rules and regulations for the program?

BACKGROUND: This item was presented to the Council Public Safety Committee and the full City Council for a first reading. This item is now ready for adoption.

Currently, criminal defendants who are convicted in The Municipal Court of Sedro-Woolley are either sentenced to jail or probation or some combination of both. If the Skagit County jail has capacity (which often they don't due to the fact that they are operating way beyond design capacity), then the offender makes an appointment with the jail to be interviewed about jail alternatives and schedules a time to serve the sentence. This may occur weeks or months after the sentence is made by the judge. The City then pays \$68.00 per night, plus 100% of the offenders medical costs for the stay. Due to overcrowding, many offenders who are arrested on warrants are "booked and released" which means they are given a piece of paper instead of being sent to jail.

The problem we are hoping to address is the lack of opportunity for offenders to serve their time or otherwise face a meaningful consequence for breaking the law in Sedro-Woolley. It is not a misstatement to say that our system of justice is at jeopardy when court orders are not backed up with actual consequences. The Offender Work Program (OWP) is intended to provide one such consequence and would be designed with the following key elements in mind:

1. Provide an alternative to jail for the municipal court judge to sentence offenders who have been convicted of crimes in Sedro-Woolley;
2. To allow those offenders an opportunity to "give back" or serve the community by cleaning up sidewalks, parks, drainage ponds, etc.;
3. To build some structure and accountability into the lives of these offenders;
4. To include a limited group of offenders (probably no more than 4) who are supervised by the OWC Supervisor;

5. Offenders would be selected to ensure that they are appropriate for the program (i.e., no sex offenders, no drug and alcohol use, no dangerous felons, etc.);
6. Rules for the program would be designed to give us the best chance of success (i.e., no cell phones allowed while working, no weapons, appropriate dress, appropriate manner, etc.); and
7. An OWP Supervisor with the authority to terminate an offender's participation for conduct that is not allowed.

The attached ordinance creates the position of Offender Work Program Supervisor and establishes the OWP. The OWP Supervisor would report to the Police Chief and be responsible for the day to day operation of the OWP.

I believe this program will provide an opportunity for offenders to serve their time while also giving something back to the community. It will also likely save the city money as we will avoid the daily jail bed fee of \$68.00 and jail medical costs. For 2010, we would like to try this as a pilot program with a budget of \$35,000 to fund a part-time OWP Supervisor, equip a vehicle and purchase small tools and safety equipment. The proposal is to fund this program out of the 2010 jail budget.

Since your last meeting, the Skagit County Fire Protection District No. 8 has donated vehicle 5517 to the City for this program. With your final approval tonight, we expect to have this program operational in early March.

**RECOMMENDATION:** Motion to adopt the attached ordinance number \_\_\_\_-10 that creates a new position of Offender Work Program Supervisor, establishes the new program and authorizes the Mayor to promulgate rules and regulations for the program.

ORDINANCE NO.

AN ORDINANCE ADDING A NEW CHAPTER TO SWMC TITLE 2, ESTABLISHING THE POSITION OF OFFENDER WORK PROGRAM SUPERVISOR AND AUTHORIZING THE MAYOR TO PROMULGATE RULES FOR THE OPERATION OF THE OFFENDER WORK PROGRAM

**Whereas**, the City Council of the City of Sedro-Woolley finds that the Skagit County Jail is overpopulated which results in conditions that do not always allow criminal offenders sentenced in The Municipal Court of Sedro-Woolley to serve any time for their crimes, and

**Whereas**, the City Council finds that it is detrimental to the administration of justice and counterproductive to the City's lawful exercise of police powers to maintain the health, welfare and safety of the community for criminal offenders to face little or no sanctions for their actions; and

**Whereas**, the City Council desires to add an additional option for the Municipal Court's use that would allow offenders to serve their time by working on a crew, supervised by a City employee, on projects that clean up the community; and

**Whereas**, to effectuate this objective, the City Council desires to create a new position and authorize the establishment of this new program through the promulgation of rules by the Mayor or his designee,

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

**Section 1.** A new Chapter is added to SWMC Title 2 as follows:

Chapter 2. \_\_\_\_  
OFFENDER WORK PROGRAM

2. \_\_.010 Position Created – Appointment -- Removal

There is created the position of offender work program supervisor which shall be filled by appointment by the mayor. This position may be filled by one or more part-time employees or a full-time employee. The offender work program supervisor shall serve at the pleasure of the mayor.

2. \_\_.020 Scope of Authority

The offender work program supervisor shall be responsible for the day to day administration of the City's offender work program.

2. \_\_.030 Program Created

There is established the Offender Work Program. This program shall provide The Municipal Court of Sedro-Woolley with the option to sentence offenders to perform work in the community on such terms and conditions as the Judge may impose and within the rules of the program. The Mayor or his designee is authorized to promulgate rules and policies for the operation of the offender work program.

**Section 2.** This ordinance shall be effective five (5) days after passage and publication as provided by law.

**Section 3.** 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 \_\_\_\_\_, 2010, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

Attest:

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

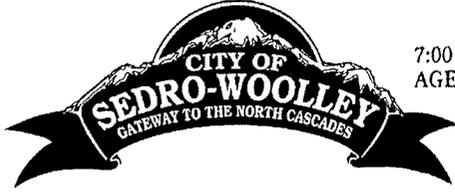
Approved as to form:

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

Published:

CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 24 2010



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

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
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Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Code Enforcement  
DATE: February 24, 2010

ISSUE: Should the Council adopt the attached ordinance that revises the City's code enforcement process to allow for the use of civil processes managed by the planning director or other department heads rather than exclusively using criminal charges managed by law enforcement?

BACKGROUND: This is a second reading, this ordinance was first presented at your February 10 meeting. I have made several changes which are highlighted for your convenience. Those changes include additional sections of the code that would fall under the new enforcement title (mostly spotted by Patsy).

This is the information that was presented with the first reading:

For some time now it has been apparent that our code enforcement process has needed an update. With much gratitude to Kevin Rogerson, City Attorney for Mount Vernon, I am pleased to present the attached draft ordinance for your consideration.

The goal of this ordinance is to include several different processes with resulting consequences to gain compliance from people who are in violation of any number of city codes. Our current process is primarily the criminal misdemeanor charge cited into Municipal Court via the police and prosecutor with resulting jail time (not likely, see other item on agenda regarding the OWP proposal) or fines.

This ordinance provides a new process that is applied to violations of SWMC Titles 5, 8, 13, 15, 16 and 17, thereby making the job of code enforcement easier through the use of a uniform process. The process includes several options for how the code enforcement may occur. The options include (1) Civil orders enforced through penalties, liens and court action with appeals through the Hearing Examiner and potentially the Superior Court under the Land Use Petition Act (LUPA), (2) Civil infractions which are monetary penalties like parking tickets which are appealed to the Municipal Court; or (3) Criminal charges for misdemeanor offenses resulting in jail time and or fines administered through the Municipal Court.

The options are available for use at the election of the official who is attempting to enforce the codes. Other processes available include stop work orders, permit revocation, permit penalties, fines and restoration for critical area violations, orders of abatement and immediate action for unsafe situations.

RECOMMENDATION: Motion to adopt the attached ordinance \_\_\_\_\_-10 an ordinance that revises the City's code enforcement process to allow for the use of civil processes managed by the planning director or other department heads rather than exclusively using criminal charges managed by law enforcement

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ENACTING A NEW TITLE OF THE SEDRO-WOOLLEY MUNICIPAL CODE, TO BE KNOWN AS TITLE 18, CODE ENFORCEMENT.**

**WHEREAS, the City of Sedro-Woolley is committed to maintaining quality neighborhoods and an excellent community environment through the enforcement of the Sedro-Woolley Municipal Code; and**

**WHEREAS, the City of Sedro-Woolley wishes to emphasize code compliance by education and prevention as a first step; and**

**WHEREAS, the City of Sedro-Woolley strives to create uniform and efficient procedures, with consistent application tailored appropriately by Washington State and Federal regulation in order to achieve timely code compliance throughout the City.**

**NOW, THEREFORE, THE CITY COUNCIL OF SEDRO-WOOLLEY, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**SECTION 1: That Title 18 of the Sedro-Woolley Municipal Code is hereby enacted, which enacted Title shall read as follows:**

**Title 18  
CODE ENFORCEMENT**

**Chapters:**

- 18.05 General Provisions.
- 18.10 Enforcement and Administration.
- 18.15 Notice of Violation
- 18.20 Voluntary Compliance Agreements.
- 18.25 Notice of Infraction.
- 18.30 Stop Work Orders.
- 18.35 Civil Fines and Civil Penalties
- 18.40 Abatement.
- 18.45 Liens.
- 18.50 Unfit Dwellings, Buildings and Structures.

**Chapter 18.05  
GENERAL PROVISIONS**

**Sections:**

- 18.05.010 Name and purpose.

- 18.05.020 Statement of policy.
- 18.05.030 Definitions.
- 18.05.040 Grammatical consideration.
- 18.05.050 Relationship to growth management plan.
- 18.05.060 Additional enforcement procedures.
- 18.05.070 Conflicts.
- 18.05.080 Severability and Pre-emption.

**18.05.010 Name and purpose.**

A. This title shall be known as “code enforcement.” The purpose of this title is to establish an efficient system to enforce Chapters 5.04, 5.08, 5.28, 5.48, 8.04 and 8.16 SWMC, SWMC Titles 13, 15, 16, 17 and such un-codified ordinances as the Director deems appropriate; to provide an opportunity for a prompt hearing and decision on alleged violations of ordinances and regulations adopted by the City of Sedro-Woolley; and to establish penalties for violations including abatement of any affected properties. This title declares certain acts to be civil violations and establishes non-penal enforcement procedures and civil penalties. This title also declares certain acts to be misdemeanors.

B. It is the intention of the City to pursue code compliance actively and vigorously in order to protect the health, safety, and welfare of the general public. The City’s intention is to pursue enforcement in a way that is consistent with adherence to, and respectful of, fundamental constitutional principles.

C. While the title does authorize the City of Sedro-Woolley to take action to enforce City ordinances and regulations, it shall not be construed as placing responsibility for code compliance or as creating any duty on the part of the City to any particular case, or as creating any duty on the part of the City to any particular persons or class of persons.

**18.05.020 Statement of policy.**

It is the policy of the City of Sedro-Woolley to emphasize code compliance by education and prevention as a first step. This policy is designed to ensure code compliance, timely action, and uniformity in its implementation. While warnings and voluntary compliance are desirable as a first step, enforcement up to and including civil and criminal penalties should be used as needed to assure and effect code compliance. Abatement or remediation should be pursued when appropriate and feasible. Uniform and efficient procedures, with consistent application tailored by regulation should be used to accomplish this policy.

**18.05.030 Definitions.**

The words and phrases designated in this section shall be defined for the purposes of this title, unless a different meaning is plainly required, as follows:

- A. “Abate” means to take steps deemed necessary by the Director, including but not limited to rehabilitation, demolition, removal, replacement, or repair, in the interest of the general health, safety, and welfare of the community.

- B. "Civil code violation" means and includes any act or omission including causing, allowing, permitting, aiding, abetting, suffering or concealing the fact of such act or omission contrary to:
1. Chapters 5.04, 5.08, 5.28, 5.48, 8.04 and 8.16 SWMC, SWMC Titles 13, 15, 16, 17, and such uncodified ordinances as the Director deems appropriate; and
  2. The conditions of any permit, notice of violation, notice of infraction, or stop work order issued pursuant to any ordinance, resolution, regulation, or public rule.

Each day or portion thereof a property or person is not in compliance with the provision identified in this definition shall constitute a separate violation.

C. "the Court" means the Sedro-Woolley Municipal Court.

D. "Department" shall include, but not be limited to, the Planning Department, the Building Department, the Police and Fire Department, the Finance Department, and the Public Works Department.

E. "Development" means the erection, alteration, enlargement, demolition, maintenance, or use of any structure of the alteration or use of land above, at, or below ground or water level, and all acts authorized by a City regulation.

F. "Director" shall include, but not be limited to the City: Building Official, Police Chief, Fire Chief, Public Works Director, Finance Director, and Planning Director or other City Official charged with the enforcement of a particular portion of the Sedro-Woolley Municipal Code. The Director of a department may designate an individual or individuals to act in his or her stead.

G. "Emergency" means a situation that in the opinion of the Director requires immediate action to prevent or eliminate an immediate threat to the health or safety of persons or property.

H. "Mitigate" means to take measures, subject to City approval, to minimize the harmful effects of the violation where remediation is either impossible or unreasonably burdensome.

I. "Permit" means any form of certificate, approval, registration, license, or any other written permission issued by the City. All conditions of approval, and all easements and use limitations shown on the face of an approved final plat map that are intended to serve and protect the general public are deemed conditions applicable to all subsequent plat property owners and their tenants and agents as permit requirements enforceable under this title.

J. "Person" means any individual, association, partnership, corporation, or legal entity, public or private, and the agents and assigns of such individual, association, partnership, corporation, or legal entity.

K. "Person(s) responsible" means the person who caused the code violation, if that can be determined, and/or the owner, lessor, tenant or other person entitled to control, use, and/or occupy property where the civil code violation occurs.

L. "Public rule" means any rule properly promulgated to implement code provisions.

M. "Remediate" means to restore a site to a condition that complies with

the City's regulatory requirements including critical areas. Remediation shall include but not be limited to the replacement of all improperly removed ground cover with species similar to those which were removed or other approved species such that the biological and habitat functions and values will be replaced to the greatest extent possible. Studies by qualified experts shall be conducted to determine the conditions which were likely to exist on the lot prior to the illegal alteration. Remediate shall also include installation and maintenance of interim and emergency erosion control measures until such time as the restored site complies with City requirements.

N. "Repeat violation" means a violation of the same regulation in any location by the same person, for which voluntary compliance has previously been sought or a notice of code enforcement has been issued, within the immediately preceding 12-consecutive-month period.

O. "Resolution" for purposes of this title means any resolution adopted by the Sedro-Woolley City Council.

**18.05.040 Grammatical construction.**

Unless the context clearly indicates otherwise, words in any tense shall include the present, past and future tense.

**18.05.050 Relationship to growth management plan.**

This title is adopted as development regulations pursuant to Chapter 36.70A RCW (Growth Management Act).

**18.05.060 Additional enforcement procedures.**

The provisions of this title are not exclusive and may be used in addition to other enforcement provisions authorized by the Sedro-Woolley Municipal Code or state law, except as precluded by law.

**18.05.070 Conflicts.**

In the event of a conflict between this title and any other provision of the Sedro-Woolley Municipal Code or other City ordinance providing for a civil penalty, this title shall control.

**18.05.080 Severability and pre-emption.**

A. If any section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this title is for any reason held invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal legislation, rules, regulations or decision, the remainder of this title shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection sentence, clause, phrase, provision, condition, covenant and portion of this title shall be valid and enforceable to the fullest extent permitted by law.

B. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this title, then the provision shall be read to be pre-empted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been pre-empted is no longer pre-empted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City, and any amendments to this title as a result of such provision being pre-empted shall no longer be of any force or effect.

## **Chapter 18.10 ENFORCEMENT AND ADMINISTRATION**

Sections:

- 18.10.005 Scope.
- 18.10.010 Enforcement authority and administration.
- 18.10.020 Declaration of public nuisance.
- 18.10.030 Right of entry.
- 18.10.040 Obligations of persons responsible for the code violation.

### **18.10.005 Scope.**

Except in cases where a different punishment is prescribed by any ordinance of the city, all civil code violations defined under SWMC 18.05.030 B shall be enforced and administered under Title 18 of the Sedro-Woolley Municipal Code.

### **18.10.010 Enforcement authority and administration.**

- A. In order to discourage code violations and otherwise promote compliance with applicable code provisions, the Director may, so long as reasonable cause exists, determine that civil code violations have occurred or are occurring and may:
1. Issue notices of violations and orders to persons responsible;
  2. Enter into voluntary compliance agreements with persons responsible for the code violations;
  3. Issue notices of infractions, assess civil penalties and fines and recover costs as authorized by Chapters 18.25 and 18.35 SWMC;
  4. Order abatement by means of a notice of violation and order, or notice of infraction, and if such abatement is not timely completed by the person responsible for the code violation, undertake the abatement and charge the reasonable costs of such work as authorized by Chapter 18.40 SWMC;
  5. Allow a person responsible for the code violation to perform community service in lieu of paying civil penalties as authorized by Subsection 18.35.050 D SWMC;
  6. Order work stopped at a site by means of a stop work order, and if such order is not complied with, assess civil penalties, as authorized by Chapter 18.30 SWMC; and/or

7. Suspend, revoke or modify any permit previously issued by the Director or deny a permit application as authorized by SWMC 18.35.050 and SWMC 18.35.060 when other efforts to achieve compliance have failed.

B. In addition or as an alternative to utilizing the procedures set forth in this title, the Director may seek legal or equitable relief to abate any conditions or enjoin any acts or practices that constitute a civil code violation.

C. In addition or as an alternative to utilizing the procedures set forth in this title, the Director may assess or recover civil penalties accruing under this title by legal action filed in a court of competent jurisdiction by complaint or petition through the City Attorney.

D. The provisions of this title shall in no way adversely affect the rights of the owner, lessee or occupant of any property to recover all costs and expenses incurred and required by this title from any person causing such violation.

E. The City may use the services of a collection agency in order to collect any fines, penalties, fees or costs owing under this title.

F. In administering the provisions for code enforcement, the Director shall have the authority to waive any one or more such provisions so as to avoid substantial injustice by application thereof to the acts or omissions of a public or private entity or individual, or acts or omissions on public or private property including, for example, property belonging to public or private utilities, where no apparent benefit has accrued to such entity or individual from a code violation and any necessary remediation is being promptly provided. For purposes of this clause, substantial injustice cannot be based on economic hardship.

G. The provisions of this title authorizing the enforcement of noncodified ordinances are intended to assure compliance with conditions of approval on plats, unclassified use permits, zone reclassifications and other similar permits or approvals that may have been granted by ordinances that have not been codified, and to enforce new regulatory ordinances that are not yet codified.

**18.10.020 Declaration of public nuisance – misdemeanor.**

A. All civil code violations hereby are determined to be detrimental to the public health, safety, and environment and are hereby declared public nuisances. All conditions determined to be civil code violations shall be subject to and enforced pursuant to the provisions of this title except where specifically excluded by law or regulation.

B. Any person who willfully or knowingly causes, aids or abets a civil code violation pursuant to this title by any act of commission or omission is guilty of a misdemeanor. Upon conviction, the person shall be punished by a fine not to exceed \$1,000 and/or imprisonment in jail for a term not to exceed 90 days. Each week (seven days) such violation continues shall be considered a separate misdemeanor offense. As an alternative, or in addition to any other judicial or administrative remedy provided in this title or by law or other regulation, the Director may request that the City Attorney consider filing a misdemeanor complaint against the persons responsible for the code violation when the Director has documentation or evidence that the violation was willful and knowing.

C. Interference. Any person who knowingly obstructs, impedes, or

interferes with the City or its agents, or with the person responsible for the code violation in the performance of duties imposed by this title, shall be guilty of a misdemeanor punishable by imprisonment not exceeding 90 days and a fine not to exceed \$1,000.

D. Failure to Identify. RCW 7.80.060 is hereby adopted by reference requiring a person who is to receive a notice of civil infraction or notice of violation under this title to identify himself or herself to the enforcement officer by giving his or her name, address, and date of birth. Upon the request of the officer, the person shall produce reasonable identification, including a driver's license or identicard. A person who is unable or unwilling to reasonably identify himself or herself to an enforcement officer may be detained for a period of time not longer than is reasonably necessary to identify the person for purposes of issuing a civil infraction. Any person who fails to comply with this provision shall be guilty of a misdemeanor punishable by imprisonment not exceeding 90 days and a fine not to exceed \$1,000. Enforcement officer shall mean any person authorized to enforce the provisions of this title or any ordinance or regulation in which a civil violation is established.

#### **18.10.030 Authority to Enter**

Any officer authorized by Title 18 to enforce the civil provisions of the Sedro-Woolley Municipal Code may, with the consent of the owner or occupier of a building or premises, enter at reasonable times any building or premises in order to perform the duties imposed by this Title.

#### **18.10.040 Persons Responsible for Violations, Abatement, Remediation and Compliance.**

A. It shall be the responsibility of any person identified as a person responsible for the code violation to bring the property into a safe and reasonable condition to achieve code compliance. Payment of fines, applications for permits, acknowledgement of stop work orders, and compliance with other remedies does not substitute for performing the corrective work required and having the property brought into compliance to the extent reasonably possible under the circumstances. Persons determined to be responsible for the code violation pursuant to a notice of infraction, notice of violation and order, or stop work order shall be liable for the payment of any civil fines, penalties, and abatement costs for bringing the property into compliance.

B. Property Owners. It is the intent of this Title to include property owners within the obligation for complying with its requirements as persons responsible for the condition of land and buildings situated within the City of Sedro-Woolley and within the scope of the Sedro-Woolley Municipal Code and for bringing the land and buildings into compliance. Persons, including any legal entity, who are owners of property where a civil code violation exists are included as "Person (s) responsible" as defined by SWMC 18.05.030 K in the event a violation continues after being notified of the violation by the City. After being notified of a code violation, the property owner shall provide the Director, within seven days of the notice upon request, the identification of any lessor, tenant or other person entitled to control, use, and/or occupy property along with the copy of any rental or lease agreement. Failure to provide such information shall result in a violation of this title.

**18.10.050 Administrative Conferences**

An informal administrative conference may be conducted by the Director at any time for the purpose of facilitating communication among concerned persons and providing a forum for efficient resolution of any violation. Interested parties should not be unreasonably excluded from such conferences.

**18.10.060 Investigation, Civil Infraction Citations, and Notices of Violation.**

A. Whenever the Department receives a complaint of a civil code violation from a member of the public, member of the Department itself, or from another Department, the Director shall order an investigation.

B. Upon investigation, the Director shall determine whether there is reasonable cause to believe that a civil code violation has occurred. If the Department determines that such a violation has not occurred, the complaint and file will be closed.

C. If the Director determines that reasonable cause exists to believe that a civil code violation has occurred, the Director:

1. Shall document what remedial action is necessary to bring the site into compliance with the code.
2. Shall issue a notice of violation and order in accordance to the provisions of Chapter 18.15 SWMC or a notice of infraction in accordance to the provisions of Chapter 18.25 SWMC to the person responsible for the violation. The Director should consider the following circumstances in deciding whether or not to issue a notice of violation in lieu of a notice of infraction:
  - a. When an emergency exists; or
  - b. When a repeat violation occurs; or
  - c. When the violation creates a situation or condition that cannot be corrected; or
  - d. When the person knows or reasonably should have known that the action is in violation of a City regulation; or
  - e. The person cannot be contacted or refuses to communicate or cooperate with the City in correcting the violation.

**Chapter 18.15**

**NOTICE OF VIOLATION AND ORDER/ADMINISTRATIVE PROCEEDING**

Sections:

- 18.15.010 Notice of violation.
- 18.15.020 Service – Notice of violation.
- 18.15.030 Right of Appeal– Timeliness.
- 18.15.040 Appeal Procedure.

**18.15.010 Notice of Violation**

- A. After investigation, the Director may serve a Notice of Violation and Order upon the person responsible for the civil code violation. In the event a notice of violation is issued, the Department shall investigate and re-inspect any site at the end of the timeframe specified in the notice of violation to ensure that the condition(s) has been corrected in accordance with the terms specified in the notice of violation. If the re-inspection reveals that the condition(s) has been corrected the complaint and file will be closed. If the condition has not been corrected any person violating or failing to comply with the provisions a Notice of Violation and Order shall be subject to penalties set forth in Chapter 18.35 SWMC.
- B. The Notice of Violation and Order shall contain the following information:
1. The address or other identification of the location of the violation; and
  2. A brief and concise description of the conditions alleged to be in violation of the municipal code, permit, ordinance, public rule, resolution, or regulation and a reference to the provision(s) of the municipal code, permit, ordinance, public rule, resolution, or regulation that is being violated; and
  3. A statement of the corrective or abatement action required to be taken and that all required permits to perform the corrective action that must be obtained from the proper issuing agency; and
  4. A statement declaring the timeframe for correcting the violation or, if applicable, submitting an acceptable work schedule with voluntary compliance agreement; and
  5. A statement notifying the person responsible for the code violation that at the end of the specified timeframe a re-inspection of the property will be conducted to ensure that the necessary corrective or abatement actions have been completed; and
  6. A statement notifying the person responsible for the code violation explaining the appeal process and the specific information required to file an appeal; and
  7. A statement advising any person that failure to comply with the provisions in the Notice of Violation and Order shall carry with it a cumulative monetary penalty as set forth in Chapter 18.35 SWMC per day for each violation from the date set for compliance in the Notice of Violation and Order until compliance with the Notice of Violation or order is achieved; and
  8. A statement of the abatement procedure that may be implemented by the City if the party responsible and a notice that the person responsible for the violation will be charged with the costs associated with such an abatement procedure as authorized by Chapter 18.40 SWMC.

C. Amendment. A Notice of Violation and Order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation.

D. Final Orders. Any Notice of Violation and Order issued pursuant to this Chapter shall become a final order unless, no later than fifteen calendar days after the Notice of Violation and Order is served, any person aggrieved by the Notice of Violation and Order files and appeal with the Director in accordance with SWMC 18.15.030 and SWMC 18.15.040.

**18.15.020 Service – Notice of Violation**

A. Service of a notice of violation shall be made on a person responsible for the code violation by one or more of the following methods:

1. Personal service of the notice of violation on the person identified by the Department as being responsible for the code violation, or by leaving a copy of the notice of violation at that person's house of usual abode with a person of suitable age and discretion who resides there.
2. Service directed to the landowner and/or occupant of the property may be made by posting the notice of violation in a conspicuous place on the property where the violation occurred and concurrently mailing notice as provided for below.
3. Service by mail may be made for a notice of violation by mailing a copy, postage prepaid, by ordinary first class mail, to the person responsible for the code violation at his or her last known address, at the address of the violation, or at the address of the place of business of the person responsible for the code violation. The taxpayer's address as shown on the tax records of the County shall be deemed to be the proper address for the purpose of mailing such notice to the landowner of the property where the violation occurred. Service by mail shall be presumed effective upon the third business day following the day upon which the notice of violation was placed in the mail.
4. If the person responsible for the code violation cannot be personally served within the City of Sedro-Woolley, and if an address for mailed service cannot reasonably be determined, then service may be made by posting the notice of violation in a conspicuous place on the property where the violation occurred.

B. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made, and, if by posting, the facts showing the attempts to serve the person personally or by mail.

C. The failure of the Director to make or attempt service on any person named in the notice of violation shall not invalidate any proceedings as to any other person duly served.

**18.15.030 Right of Appeal–Timeliness.**

A. Time for appeal. Other than the issuance of a Civil Infraction, a person aggrieved by the Director’s action as a result of a Notice and Order, other order, decision, ruling, or interpretation by the Director, may appeal the Director’s action by filing a written request for appeal with the Director within fifteen calendar days after receiving or otherwise being served with notice of the Director’s action. When the last day of the period so computed is a Saturday, Sunday, or state recognized holiday, the period shall run until 4:30 p.m. on the next business day. Failure to file a written request for appeal within time prescribed will result in the Director’s action becoming a final order and the appellant shall be bound thereby.

B. Reconsideration. An aggrieved person may request reconsideration of the Director’s action in writing within ten calendar days after receiving or otherwise being served with notice of the Director’s action by submitting the request to the appropriate Department contact listed in the notice of violation. When the last day of the period so computed is a Saturday, Sunday, or state recognized holiday, the period shall run until 4:30 p.m. on the next business day. Any reconsideration request shall cite specific references to the findings and/or criteria contained in the ordinances, rules, permit, or other authority governing the type of decision being reviewed. The Director shall promptly review the reconsideration request and shall, within five working days, issue a written decision on reconsideration, either approving or denying the request. A request for reconsideration temporarily suspends the period within which an appeal of the Director’s decision from the date of filing the written request for reconsideration to the date of the decision on reconsideration. If the reconsideration is denied, the period for appeal of the Director’s action shall recommence for the remaining number of days.

C. Appeal to be heard by City’s Hearing Examiner. A timely filed appeal will be heard by the City’s Hearing Examiner as established by Chapter 2.34 SWMC, following procedures set in SWMC 18.15.040. Any appeal of the Director’s action may be affirmed, reversed or modified in the Hearing Examiner’s final order. The decision of the Hearing Examiner shall be a final order and the appellant and the Director shall be bound thereby unless, within twenty one days from the date of the issuance of the Hearing Examiner’s final order, a person with standing to appeal files a petition to the Superior Court. The cost for the transcription of all records ordered certified by the Superior Court for such review shall be borne by the appellant.

**18.15.040 Appeal Procedure**

A. An aggrieved person who desires to file an appeal of the Director’s action must do so pursuant to the provisions set forth in this section. The appellant shall file a written appeal to the Director within the time period prescribed in SWMC 18.15.030 and shall pay a filing fee of \$100 dollars. The written appeal shall contain the following information:

1. The name of all appellants participating in the appeal;
2. A brief statement of the specific Director’s action protested, together with any material facts claimed to support the contentions of the appellant;

3. A brief statement of the relief sought, and the reason why the protested action should be reversed, modified, or otherwise set aside;

4. The signatures of all parties named as appellants and their mailing addresses;  
and

5. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

B. Upon the receipt of the appeal and the filing fee, the Director shall transmit the same to the City Planning Director who shall schedule an appeal hearing before the Hearing Examiner and give due notice thereof to the appellants.

C. At or after the appeal hearing, the Hearing Examiner may affirm, reverse, or modify the Director's action or continue the hearing to a date certain for receipt of additional information.

D. The Hearing Examiner shall issue a written decision within thirty days after the hearing and shall cause copies thereof to be sent to the Director and appellants.

E. All written orders by the Hearing Examiner pursuant to this section shall include a report giving findings of fact, conclusions, and the Hearing Examiner's decision.

F. The written decision of the Hearing Examiner shall be a final order, and the appellant and the Director shall abide thereby unless the order is appealed to Superior Court within the time period prescribe by SWMC 18.15.030 C by a person with standing to appeal.

G. The appeal procedures set forth in this chapter shall not apply to project permit applications, land use applications, or specific land use actions identified in chapter 2.90 SWMC. In the event of a conflict between this chapter and any chapter 2.90 SWMC involving appeal procedures, chapter 2.90 SWMC shall control.

## **Chapter 18.20**

### **VOLUNTARY COMPLIANCE AGREEMENTS**

Sections:

18.20.010 Voluntary compliance agreement.

18.20.020 Failure to meet terms of voluntary compliance agreement.

#### **18.20.010 Voluntary compliance agreement.**

A. Whenever the Director determines that a civil code violation has occurred or is occurring, the Director may make reasonable efforts to secure voluntary compliance from the person responsible for the code violation. Upon contacting the person responsible for the code violation, the City may enter into a voluntary compliance agreement as provided for in this section.

B. Issuance of Voluntary Compliance Agreement. A voluntary compliance

agreement may be entered into between the person responsible for the code violation and the City.

C. The voluntary compliance agreement is a written signed commitment by the person responsible for the code violation under which such person agrees to abate the violation, remediate the site, and/or mitigate the impacts of the violation. The voluntary compliance agreement shall include the following:

1. The name, address and signature of the person responsible for the code violation; and
2. The address or other identification of the location of the violation; and
3. A description of the violation and a reference to the provision(s) of the ordinance, resolution or regulation that has been violated; and
4. A description of the necessary corrective action to be taken and identification of the date or time by which compliance must be completed; and
5. An agreement by the person responsible for the code violation that the City may inspect the premises as may be necessary to determine compliance with the voluntary compliance agreement; and
6. The amount of the civil penalty that will be imposed pursuant to Chapter 18.35 SWMC if the voluntary compliance agreement is not satisfied; and
7. An acknowledgement that by entering into the voluntary compliance agreement the person responsible for the code violation waives the right to appeal, and thereby admits that the conditions described in the voluntary compliance agreement existed and constituted a civil code violation; and
8. An acknowledgement that the voluntary compliance agreement may be recorded against the property with the Skagit County Auditor's office; and
9. An acknowledgement that if the Director determines that the terms of the voluntary compliance agreement are not met, the City may, without issuing a notice of infraction, or stop work order, impose any civil remedy authorized by this title, which includes the assessment of the civil penalties identified in the voluntary compliance agreement, abatement of the violation, assessment of the costs incurred by the City to pursue code compliance and to abate the violation, including legal and incidental expenses, and the suspension, revocation or limitation of a development permit; and
10. An acknowledgment that if a penalty is assessed, and if any assessed penalty, fee or cost is not paid, the Director may charge the unpaid amount as a lien against the property where the civil code violation occurred if owned by the person responsible for the code violation, and that the unpaid amount may be a joint and several personal obligation of all persons responsible for the code violation; and
11. An acknowledgment that the person responsible for the code violation understands that he or she has the right to be served with a notice of infraction, or stop work order for any violation identified in the voluntary compliance agreement, has the right to appeal any such notice of infraction or stop work order, and that he or she is knowingly, voluntarily and intelligently waiving those rights.

12. That should the City be required to enforce the agreement, the person responsible shall be liable for all costs incurred including reasonable attorney fees should a court of competent jurisdiction determine the City is the prevailing party.

D. Upon entering into a voluntary compliance agreement, a person responsible for the code violation waives the right to appeal, and thereby admits that the conditions described in the voluntary compliance agreement existed and constituted a civil code violation; and agrees that if the Director determines the terms of the voluntary compliance agreement are not met, he or she is liable for the civil penalty available under Chapter 18.35 SWMC and identified in the voluntary compliance agreement, shall bear the costs incurred by the City to pursue code compliance and to abate the violation, including legal and incidental expenses as provided for in Chapter 18.40 SWMC, and is subject to all other remedies provided for in this title.

E. The voluntary compliance agreement shall incorporate the shortest reasonable time period for compliance as determined by the Director. An extension of the time limit for compliance or a modification of the required corrective action may be granted by the Director at the Director's sole discretion if the person responsible for the code violation has shown due diligence or substantial progress in correcting the violation, but circumstances render full and timely compliance under the original conditions unattainable.

F. The voluntary compliance agreement is not a settlement agreement.

#### **18.20.020 Failure to meet terms of voluntary compliance agreement.**

If the terms of the voluntary compliance agreement are not completely met, the Director may:

A. Abate the violation in accordance with the provisions of this title, and the person responsible for the code violation may, without being issued a notice of infraction or stop work order, be assessed a civil fine or penalty commencing on the day after the deadline for compliance, in accordance with the penalty provisions of this title, plus all costs incurred by the City to pursue code compliance and to abate the violation, including legal and incidental expenses as provided for in this title, and may be subject to other remedies authorized by this title. Penalties imposed when a voluntary compliance agreement is not met accrue from the date that an appeal of any preceding notice of infraction or stop work order was required to have been filed or from the date the voluntary compliance agreement was entered into if there was no preceding stop work order or notice of infraction; or

B. Issue a notice of infraction, or stop work order for failure to meet the terms of the voluntary compliance agreement; or

C. Refer the matter to the City Attorney's Office to initiate legal proceedings to enforce the terms and conditions set forth in the voluntary compliance agreement.

**Chapter 18.25**  
**NOTICE OF INFRACTION**

Sections:

- 18.25.010 Notice of infraction.  
18.25.020 Assessment of Monetary Penalty.

**18.25.010 Notice of infraction.**

A. Authority - Issuance.

1. If after investigation, the Director has reasonable cause that a civil code violation has occurred or is occurring the Director may issue a notice of infraction to the person responsible for the code violation and into the Sedro-Woolley Municipal Court.

2. The Director may issue a notice of infraction without having attempted to secure a voluntary compliance agreement as provided in Chapter 18.20 SWMC. The Director should consider the following circumstances in deciding whether or not to seek a voluntary compliance agreement:

- a. When an emergency exists; or
- b. When a repeat violation occurs; or
- c. When the violation creates a situation or condition that cannot be corrected; or
- d. When the person knows or reasonably should have known that the action is in violation of a City regulation; or
- e. The person cannot be contacted or refuses to communicate or cooperate with the City in correcting the violation.

3. Civil infraction citations will be issued and processed in accordance with Chapter 7.80 RCW as now or hereafter amended and which is incorporated herein by reference. The Sedro-Woolley Municipal Court shall have jurisdiction over all civil infraction citations issued under this chapter.

B. Right of Appeal- timeliness. Civil infractions may be contested in the manner specified for such infractions pursuant to Chapter 7.80 RCW.

**18.25.020 Assessment of Monetary Penalty.**

Monetary penalties assessed by the Court shall be in accordance with the monetary penalty set forth in Chapter 18.35 SWMC.

**Chapter 18.30**  
**STOP WORK ORDERS**

Sections:

- 18.30.010 Authorized.  
18.30.020 Effect.  
18.30.030 Service of a stop work order.  
18.30.040 Remedy – Civil penalties.

**18.30.010 Authorized.**

The Director is authorized to issue a stop work order to a person responsible for the civil code violation. Issuance of a notice of violation or notice of infraction is not a condition precedent to the issuance of the stop work order.

**18.30.020 Effect.**

A. A stop work order represents a determination that a civil code violation has occurred and that any work or activity that is causing or contributing to the violation on the property where the violation has occurred or is occurring must cease.

B. A stop work order requires the immediate cessation of the specified work or activity on the named property. Work or activity may not resume unless specifically authorized by the Director.

C. A stop work order may be challenged according to the procedures prescribed in SWMC 18.15.030 and SWMC 18.15.040.

D. Failure to appeal the stop work order within the applicable time limits renders the stop work order a final determination that the civil code violation occurred and that work was properly ordered to cease.

**18.30.030 Service of a stop work order.**

A. Service of a stop work order shall be made on a person responsible for the civil code violation by one or more of the following methods:

1. Personal service may be made on the person identified by the Director as being responsible for the civil code violation, or by leaving a copy of the stop work order at that person's house of usual abode with a person of suitable age and discretion who resides there.
2. Service directed to the landowner and/or occupant of the property may be made by posting the stop work order in a conspicuous place on the property where the violation occurred and concurrently mailing notice as provided for below.
3. Service by mail may be made for a stop work order by mailing a copy, postage prepaid, by ordinary first class mail, to the person responsible for the code violation at his or her last known address, at the address of the violation, or at the address of the place of business of the person responsible for the code violation. The taxpayer's address as shown on the tax records of the County shall be deemed to be the proper address for the purpose of mailing such notice to the landowner of the property where the violation occurred. Service by mail shall be presumed effective upon the third business day following the day upon which the stop work order was placed in the mail.

B. If the person responsible for the code violation cannot be personally served within the City of Sedro-Woolley and if an address for mailed service cannot reasonably be determined, then service of the stop work order may be made by posting the stop work order in a conspicuous place on the property where the violation occurred.

C. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made, and, if by posting, the facts showing the attempts to serve the person personally or by mail.

D. The failure of the Director to make or attempt service on any person named in the stop work order shall not invalidate any proceedings as to any other person duly served.

**18.30.040 Remedies.**

A. In addition to any other judicial or administrative remedy, the Director may assess civil penalties for the violation of any stop work order as set forth in the civil penalty schedule contained in Chapter 18.35 SWMC.

B. Civil penalties for the violation of any stop work order shall begin to accrue on the first day the stop work order is violated and shall cease on the day the work is actually stopped.

C. Violation of a stop work order shall be a separate violation from any other civil code violation. Civil penalties assessed create a joint and several personal obligation in all persons responsible for the code violation. The City of Sedro-Woolley may collect the civil penalties assessed by any appropriate legal means.

D. Violation of a stop work order is hereby declared to be a nuisance and the City is authorized to enjoin or abate such nuisance summarily by any legal or equitable means as may be available. The costs for injunction or abatement shall be recovered by the City from the person responsible for the code violation in the manner provided by law.

E. In addition to all other remedies, a lien for the value of civil penalties imposed may be filed against the real property that is subject to compliance with this chapter.

**Chapter 18.35  
CIVIL FINES AND CIVIL PENALTIES**

Sections:

- 18.35.010 Assessment schedule.
- 18.35.020 Civil penalty – Definitions.
- 18.35.030 Duty to comply.
- 18.35.040 Civil penalty – Critical Areas.
- 18.35.050 Waivers.

**18.35.010 Assessment schedule.**

A. Civil fines and civil penalties for civil code violations shall be imposed for remedial purposes and shall be assessed for each violation identified in a notice of violation, notice of infraction, stop work order or voluntary compliance agreement.

B. The maximum monetary penalty for each separate violation per day or portion thereof shall be as follows:

1. First day of each violation-\$100.00;
2. Second day of each violation - \$200.00;
3. Third day of each violation - \$300.00;
4. Fourth day of each violation - \$400.00;
5. Each additional day of each violation beyond four days - \$500.00 per day

C. The Director or the Sedro-Woolley Municipal Court may suspend civil penalties if the person responsible for the code violation has entered into a voluntary compliance agreement. Penalties shall begin to accrue again pursuant to the terms of the voluntary

compliance agreement if any necessary permits applied for are denied, canceled, or not pursued or if corrective action identified in the voluntary compliance agreement is not completed as specified.

**18.35.020 Duty to comply.**

Persons responsible for the code violation have a duty to notify the Director of any actions taken to achieve compliance with the notice and order. For purposes of assessing civil penalties, a violation shall be considered ongoing until the person responsible for code compliance has come into compliance with the notice of violation, notice of infraction, voluntary compliance agreement, or stop work order and has notified the Director of this compliance

**18.35.030 Civil penalty –Critical areas.**

A. The code compliance provisions for critical areas are intended to encourage compliance with Chapter 17.65 SWMC, to protect critical areas and the general public from harm and to further the remedial purposes of this title. To achieve this, persons responsible for the code violation will not only be required to restore damaged critical areas, insofar as that is possible and beneficial, but will also be required to pay a civil penalty for the redress of ecological, recreation, and economic values lost or damaged due to their unlawful action.

B. The provisions in this section are in addition to and not in lieu of any other penalty, sanction, or right of action provided by law for other related violations.

C. Where feasible, the owner of the land on which the violation occurred shall be named as a party to the notice of infraction. In addition to any other persons who may be liable for a violation, and subject to the exceptions provided in Chapter 17.65 SWMC the owner shall be jointly and severally liable for the restoration of a site and payment of any civil penalties imposed.

D. For the purposes of this section, violation of the City’s Critical Area Ordinance means:

1. The violation of any provision of Chapter 17.65 SWMC or of the administrative rules promulgated thereunder;
2. The failure to obtain a permit required for work in a critical area; or
3. The failure to comply with the conditions of any permit, approval, terms and conditions of any critical area tract or setback area, easement or other covenant, plat restriction, binding assurance, notice and order, stop work order, mitigation plan, contract, or agreement issued or concluded pursuant to the above-mentioned provisions.

E. Any person in violation of a critical areas ordinance may be subject to civil penalties, costs, and fees assessed as follows:

1. According to the civil penalty schedule included in this chapter of this title; or
2. The greater of:
  - a. An amount determined to be equivalent to the economic benefit that the person responsible for the code violation derives from the violation measured as the total of:

- i. The resulting increase in market value of the property;
  - ii. The value received by the person responsible for the code violation; and
  - iii. The savings of construction costs realized by the person responsible for the code violation as a result of performing any act in violation of this chapter; or
- b. Code compliance costs (such amount not to exceed \$50,000) incurred by the City to enforce Chapter 17.65 SWMC against the person responsible for the code violation.

**18.35.040 Separate Offenses.**

For enforcement purposes, each day, defined as the twenty-four-hour period beginning at 12:01 a.m., in which a violation of this chapter occurs, shall constitute a separate violation.

**18.35.050 Remedies.**

A. Subject to the appeal provisions in SWMC 18.15.030, SWMC 18.15.040, and Chapter 7.80 RCW a notice of violation and order or civil infraction citation represents a determination that a civil code violation has occurred, the cited party is a person responsible for the code violation, and that the violations set out in the notice of violation and order or civil infraction will subject the person responsible for the civil code violation the assessment of penalties and costs and all other legal or equitable means available including:

- 1. Civil penalties and costs;
- 2. A requirement that abatement, remediation and /or mitigation be performed;
- 3. Permit suspension, revocation, modification, and/or denial as prescribed by this chapter;
- 4. Abatement by the Director and recovery of the costs of abatement according to the procedures described by this title.

B. Payment of a monetary penalty pursuant to this chapter does not relieve the person to whom a notice of violation or civil infraction was issued of the duty to correct the violation.

C. The City is authorized to take a lien for the value of civil penalties imposed against the real property of the person responsible for the code violation pursuant to Chapter 18.45 SWMC. The City Attorney on behalf of the City may collect the civil penalties assessed by any appropriate legal means.

D. Community service. The Court, Director or Hearing Examiner is authorized to allow a person responsible for the civil code violation who accumulates civil penalties as the result of a notice of violation and order or civil infraction to voluntarily participate in community service projects in lieu of paying all or a portion of the assessed civil penalties with the exception to administration, court costs, or costs incurred by the City to

abate a condition caused by the civil code violation. Community service may include, but is not limited to, abatement, restoration or education programs. The amount of community service will reasonably relate to the comparable value of penalties assessed against the violator and shall take into consideration the severity of the violation, any history of previous violations and practical and legal impediments in considering whether to allow community service in lieu of paying penalties.

E. Cost recovery. In addition to other remedies available under this title, the person responsible for the civil code violation shall be liable for all costs of pursuing abatement incurred to correct a code violation, including legal and incidental expenses. Such costs are due and payable 30 days from mailing of the invoice.

1. For purposes of this section, “legal and incidental expenses” shall include but are not limited to:

- a) Personnel costs, both direct and indirect, including attorney’s fees and costs incurred to document the violation as soon as the violation occurs;
- b) Hauling, storage and disposal expenses;
- c) Actual expenses and costs of the City in preparing notices, specifications and contracts and in accomplishing or contracting and inspecting the work and the costs of any required printing or mailing; and

2. All costs assessed by the City in pursuing code compliance and/or abatement create a joint and several personal obligation in all persons responsible for the civil code violation. The City Attorney on behalf of the City may collect the costs of code compliance efforts by any appropriate legal means.

3. The City of Sedro-Woolley may take a lien for the value of the costs of pursuing code compliance against the real property of the person responsible for the civil code violation pursuant to Chapter 18.45 SWMC

### **18.35.060 Suspension, revocation or limitation of permit.**

A. The Director may suspend, revoke or limit any permit issued by such Director whenever:

1. The permit holder has committed a code violation in the course of performing activities subject to that permit;
2. The permit holder has interfered with the Director in the performance of his or her duties relating to that permit;
3. The permit was issued in error or on the basis of materially incorrect information supplied to the City;
4. Permit fees or costs were paid to the City by check and returned from a financial institution marked nonsufficient funds (NSF) or canceled; or
5. For a permit or approval that is subject to critical area review, the applicant has failed to disclose a change of circumstances on the development proposal site that materially affects an applicant’s ability to meet the permit or approval conditions or which makes inaccurate the critical area study that was the basis for establishing permit or approval conditions.

B. Notice of such suspension, revocation, or modification shall be sent in the same manner as set forth in SWMC 18.15.020 for a notice of violation. Such revocation, suspension, or cancellation of a permit may be appealed using those procedures set forth in SWMC 18.15.030 and SWMC 18.15.040.

C. Notwithstanding any other provision of this title, a Director may immediately suspend operations under any permit by issuing a stop work order pursuant to Chapter 18.30 SWMC.

## **Chapter 18.40 ABATEMENT**

Sections:

18.40.010 Abatement by the City.

### **18.40.010 Abatement by the City.**

A. The City may abate a condition that was caused by or continues to be a Civil Code violation when:

1. The terms of any voluntary compliance agreement pursuant to Chapter 18.20 SWMC have not been met; or
2. A notice of violation and order has been issued pursuant to Chapter 18.15 SWMC, no appeal was timely and properly filed and the required correction has not been completed; or
3. An order by any court of competent jurisdiction has been entered; or
4. The condition is subject to summary abatement as provided for in this section.

B. Summary Abatement. Whenever any nuisance causes a condition, the continued existence of which constitutes an immediate threat to the public health, safety, or welfare or to the environment, the City may summarily and without prior notice abate the condition. Notice of such abatement, including reason for it, shall be given to the person responsible for the code violation as soon as reasonably possible after the abatement. No right of action shall lie against the City or its agents, officers, or employees for actions reasonably taken to prevent or cure any such immediate threats.

C. Authorized Action by the City. Using any lawful means, the City may enter upon the subject property and remove or correct the condition that is subject to abatement. The City may seek such judicial process as it deems necessary to effect the removal or correction of such condition.

D. Recovery of Costs and Expenses. The costs, including incidental expenses, of correcting the violation shall be billed to the person responsible for the civil code violation and/or owner, lessor, tenant, or other person entitled to use and/or control of the property and shall be payable to the City within thirty calendar days. The term "incidental expenses" includes but is not limited to personnel costs, both direct and indirect and including attorney's fees; costs incurred in documenting the violation; hauling, storage, and disposal expenses; actual expenses and costs of the City in preparing notices, specifications, and contracts, and in accomplishing and/or contracting and inspecting the

work; and the costs of any required printing and mailing. All such costs and expenses shall constitute a lien against the affected property, as set forth in Chapter 18.45 SWMC.

E. Account of Costs. The Director shall keep an itemized account of costs incurred by the City in the abatement of any violation under this title. Upon completion of any abatement work, the Director shall prepare a report specifying a legal description of the real property where the abatement work occurred, the work done for each property, the itemized costs of the work, including legal and incidental expenses, and interest accrued.

F. Code Compliance and Abatement Fund – Authorized. All monies collected from the assessment of civil penalties and for abatement costs and work, except those monies designated for the critical areas mitigation fund as set forth in Chapter 17.65 SWMC, shall be allocated to support expenditures for abatement, and shall be accounted for through either creation of an account in the fund or other appropriate accounting mechanism.

## **Chapter 18.45 LIENS**

Sections:

- 18.45.010 Filing and contents.
- 18.45.020 Lien – Supplemental.
- 18.45.030 Lien – Limitation of action – Duration.

### **18.45.010 Filing and contents.**

A. Within 90 days from the date any civil penalty, civil fine, abatement cost, or enforcement cost is due pursuant to this title, the Director may file a lien against the property of a person responsible for the civil code violation for the amount owing with the Skagit County Auditor’s Office.

B. The lien shall contain the following information:

1. The City of Sedro-Woolley code provision, rule, permit, ordinance, regulation or resolution violated;
2. A brief description of the violation and its duration at the date of filing;
3. A brief description of the abatement work done, if any, and who performed the abatement work;
4. The owner of the property, if known, or a statement that the owner is not known;
5. A legal description of the property;
6. The amount of penalties, fines or costs that are owing; and
7. A sworn statement signed by the Director that the Director believes the claim is just.

### **18.45.020 Lien – Supplemental.**

The Director may file supplemental liens with the Skagit County Auditor’s Office to update information regarding penalties, fines, costs or fees contained in any existing lien.

**18.45.030 Lien – Limitation of action – Duration.**

No lien created by this title binds the property subject to the lien for a period longer than five years after the lien claim has been recorded, without foreclosure or extension agreed to by the property owner.

A. When all penalties and/or abatement costs assessed against the property owner have been paid, the Director shall expeditiously file a satisfaction of lien with the Skagit County Auditor’s Office. The satisfaction shall include a legal description of the property where the violation occurred.

**Chapter 18.50  
UNFIT DWELLINGS, BUILDINGS AND STRUCTURES**

Sections:

- 18.50.010 Findings.
- 18.50.020 Building Official Designate Public Officer.
- 18.50.030 Unfit Dwelling, Building, or Structure- Criteria.
- 18.50.040 Notice of Complaint - Service – Pre-Determination Hearing.
- 18.50.050 Order to Repair or Remove Unfit Dwelling, Building, or Structure.
- 18.50.060 Administrative Appeal.
- 18.50.070 Judicial Appeal.
- 18.50.080 Abatement.
- 18.50.090 Assessment- Lien Created.

**18.50.010 Findings.**

The Sedro-Woolley City Council finds that there exists within the incorporated limits of the City dwellings that are unfit for human habitation, and buildings, structures and premises or portions thereof that are unfit for other uses due to conditions that are inimical to the health and welfare of City residents and that pursuant to Chapter 35.80 RCW the City has adopted Chapter 18.50 SWMC relating to such dwellings, buildings, structures, or premises and hereby is authorized to exercise any and all powers granted under Chapter 38.80 RCW as may be necessary or convenient to carry out and effectuate the purposes and provisions of this Chapter. This Chapter shall not abrogate or impair the powers of the courts or of any department of the City to enforce any provisions of its ordinances or regulations, nor to prevent or punish violations thereof; and the powers conferred by this Chapter shall be in addition and supplemental to the powers conferred by any other law. This Chapter shall not impair or limit in any way the power of the City to define and declare nuisances and to cause their removal or abatement, by summary proceedings or otherwise.

**18.50.020 Building Official Designated Public Officer.**

Pursuant to RCW 35.80.030 (1), the City’s Building Official is hereby designated or appointed as the public officer who shall exercise the powers under this Chapter and may after a preliminary investigation of any dwelling, building, structure, or premises, find that it is unfit for human habitation or other use.

**18.50.030 Unfit Dwelling, Building or Structure – Criteria.**

The Building Official may determine that a dwelling, building, structure or premises is unfit for human habitation or other use if it finds that conditions exist in such dwelling, building, structure, or premises which are dangerous or injurious to the health or safety of the occupants of such dwelling, building, structure, or premises, the occupants of neighboring dwellings, or other residents of such municipality. Such conditions may include the following, without limitations: Defects therein increasing the hazards of fire or accident; inadequate ventilation, light, or sanitary facilities, dilapidation, disrepair, structural defects, uncleanness, overcrowding, or inadequate drainage. The Building Official shall use minimum standards covering such conditions set forth in the City's development regulations including but not limited to Titles 8, 15, 16, 17 of the SWMC and any model code adopted by reference to guide the Building Official in determining the fitness of a dwelling for human habitation, or building, structure, or premises for other use shall set forth in the City's. Those standards shall comply with the requirements set forth in RCW 35.80.030 (1)(e) before the Building Official may make such a determination under this chapter.

**18.50.040 Notice of Complaint - Service – Pre-Determination Hearing.**

If, after investigation, the Building Official finds that any dwelling, building, structure or premises unfit for human habitation or other use he or she shall cause a complaint to be served either personally or by certified mail, with return receipt requested, upon all persons having any interest therein, as shown upon the records of the auditor's office of the county in which such property is located, and shall post in a conspicuous place on such property, a complaint stating in what respects such dwelling, building, structure, or premises is unfit for human habitation or other use. If the whereabouts of any of such persons is unknown and the same cannot be ascertained by the Building Official in the exercise of reasonable diligence, and the Building Official makes an affidavit to that effect, then the serving of such complaint or order upon such persons may be made either by personal service or by mailing a copy of the complaint and order by certified mail, postage prepaid, return receipt requested, to each such person at the address of the building involved in the proceedings, and mailing a copy of the complaint and order by first-class mail to any address of each such person in the records of the county assessor or the county auditor for the county where the property is located. Such complaint shall contain a notice that a hearing will be held before the Building Official, at a place therein fixed, not less than ten days nor more than thirty days after the serving of the complaint; and that all parties in interest shall be given the right to file an answer to the complaint, to appear in person, or otherwise, and to give testimony at the time and place in the complaint. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Building Official. A copy of such complaint shall also be filed with the auditor of the county in which the dwelling, building, structure, or premises is located, and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law

**18.50.050 Order to Repair or Remove Unfit Dwelling, Building, or Structure.**

If, after the required hearing set forth in SWMC 18.50.040 above, the Building Official determines that the dwelling is unfit for human habitation, or building or structure or premises is unfit for other use, he or she shall state in writing findings of fact in support of such determination, and shall issue and cause to be served upon the owner or party in interest thereof, as is provided in SWMC 18.50.040 above, and shall post in a conspicuous place on the property, an order that:

A. Requires the owner or party in interest, within the time specified in the order, to repair, alter, or improve such dwelling, building, structure, or premises to render it fit for human habitation, or for other use, or to vacate and close the dwelling, building, structure, or premises, if such course of action is deemed proper on the basis of the standards set forth as required in SWMC 18.50.030; or

B. Requires the owner or party in interest, within the time specified in the order, to remove or demolish such dwelling, building, structure, or premises, if this course of action is deemed proper on the basis of those standards. If no appeal is filed, a copy of such order shall be filed with the auditor of the county in which the dwelling, building, structure, or premises is located.

**18.50.060 Administrative Appeal.**

The City's Hearing Examiner as established by Chapter 2.34 SWMC shall serve as the municipal agency to serve as the appeals commission pursuant to RCW 35.80.030 (1)(g). The owner or any party in interest, within thirty days from the date of service upon the owner and posting of an order issued by the Building Official under SWMC 18.50.050, may file an appeal to be heard by the City's Hearing Examiner. The procedures set forth in SWMC 18.15.040 shall be followed to assure a prompt and thorough review of matters submitted to the Hearing Examiner, and such rules of procedure shall include the following, without being limited thereto:

A. All matters submitted under this chapter to the Hearings Examiner must be resolved by the Hearing Examiner within sixty days from the date of filing therewith and

B. A transcript of the findings of fact of the Hearings Examiner shall be made available to the owner or other party in interest upon demand.

All findings and orders of the Hearings Examiner shall be reported in the same manner and shall bear the same legal consequences as if issued by the Building Official, and shall be subject to review only in the manner and to the extent provided in SWMC 18.50.070.

**18.50.070 Judicial Appeal.**

Pursuant to RCW 35.80.030 (2), any person affected by an order issued by the Hearing Examiner pursuant to SWMC 18.50.060 may, within thirty days after the posting and service of the order, petition to the superior court for an injunction restraining the City from carrying out the provisions of the order. In all such proceedings the court is authorized to affirm, reverse, or modify the order and such trial shall be heard de novo.

**18.50.080 Abatement.**

Pursuant to the authority granted under RCW 35.80.030, if the owner or party in interest, following exhaustion of his or her rights to appeal, fails to comply with the final order to repair, alter, improve, vacate, close, remove, or demolish the dwelling, building, structure, or premises, the Building Official may direct or cause such dwelling, building, structure, or premises to be repaired, altered, improved, vacated, and closed, removed, or demolished.

**18.50.090 Assessment - Lien Created.**

The amount of the cost of such repairs, alterations or improvements; or vacating and closing; or removal or demolition by the City, shall be assessed against the real property upon which such cost was incurred unless such amount is previously paid. For purposes of this subsection, the cost of vacating and closing shall include:

A. The amount of relocation assistance payments that a property owner has not repaid to a municipality or other local government entity that has advanced relocation assistance payments to tenants under RCW 59.18.085 and

B. All penalties and interest that accrue as a result of the failure of the property owner to timely repay the amount of these relocation assistance payments under RCW 59.18.085.

Pursuant to RCW 35.80.030 (1)(h), upon certification to the Finance Director of the assessment amount being due and owing, the County Treasurer shall enter the amount of such assessment upon the tax rolls against the property for the current year and the same shall become a part of the general taxes for that year to be collected at the same time and with interest at such rates and in such manner as provided for in RCW 84.56.020 for delinquent taxes, and when collected to be deposited to the credit of the general fund of the municipality. If the dwelling, building, structure, or premises is removed or demolished by the City, the City shall, if possible, sell the materials of such dwelling, building, structure, or premises in accordance with procedures set forth in the ordinance, and shall credit the proceeds of such sale against the cost of the removal or demolition and if there be any balance remaining, it shall be paid to the parties entitled thereto, as determined by the board or officer, after deducting the costs incident thereto.

The assessment shall constitute a lien against the property which shall be of equal rank with state, county and municipal taxes as required under RCW 35.80.030 (1)(h).

**SECTION 2. Section 5.04.060E of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**5.04.060E Violations – Penalties.**

Any person violating or failing to comply with any of the provisions of this chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 3. Section 5.08.210 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**5.08.210 Violations – Penalties.**

Any person violating or failing to comply with any of the provisions of this chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 4. Section 5.28.110 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**5.28.110 Violations – Penalties.**

Any person violating or failing to comply with any of the provisions of this chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 5. Section 5.32.050 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**5.32.050 Violations – Penalties.**

Any person violating this chapter shall be guilty of a crime punishable by a fine not to exceed five thousand dollars or imprisonment not to exceed one year in jail, or by both such fine and imprisonment.

**SECTION 6. Section 5.48.030 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**5.48.030 Violations – Penalties.**

Any person violating or failing to comply with any of the provisions of this chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 7. Section 8.04.110 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**8.04.110 Violations – Penalties.**

Any person violating or failing to comply with any of the provisions of this chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 8. Section 8.16.090 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**8.16.090       Violations – Penalties.**

Any person violating or failing to comply with any of the provisions of SWMC 8.16.020 through 8.16.030 of this chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 9. Section 8.16.040 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 10. Section 8.16.050 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 11. Section 8.16.060 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 12. Section 8.16.070 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 13. Section 8.16.080 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 14. Section 13.24.340 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 15. Section 13.24.350 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 16. Section 13.24.360 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 17. Section 13.24.370 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 18. Section 13.24.380 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 19. Section 13.24.410 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 20. Section 13.24.420 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 21. A new section of the Sedro-Woolley Municipal Code is hereby adopted to read as follows:**

**13.24.\_\_\_\_ Violations – Penalties.**

Any person violating or failing to comply with any of the provisions contained in this Chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 22. Chapter 13.32 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**13.32 Violations – Penalties.**

Any person violating or failing to comply with any of the provisions contained in this Title shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 23. Section 13.36.150 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**13.36.150 Violations – Penalties.**

Any person violating or failing to comply with any of the provisions contained in this Chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 24. Section 15.04.055 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 25. Section 15.04.060 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**15.04.060 Violations – Penalties.**

Any person violating or failing to comply with any of the provisions contained in this Chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 26. Section 15.44.100 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**15.44.100 Violations – Penalties.**

Any person violating or failing to comply with any of the provisions contained in this Chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 27. Section 16.04.120 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**16.04.120 Violations – Penalties.**

Any person violating or failing to comply with any of the provisions contained in this Chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement.

**SECTION 28. Section 16.04.130 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 29. Section 17.80.010 of the Sedro-Woolley Municipal Code is hereby repealed and reenacted to read as follows:**

**17.80.010 Violations – Penalties.**

Any person violating or failing to comply with any of the provisions contained in this Chapter shall be subject to the enforcement provisions contained in Title 18 of the Sedro-Woolley Municipal Code entitled Code Enforcement

**SECTION 30. Section 17.80.020 of the Sedro-Woolley Municipal Code is hereby repealed.**

**SECTION 31. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**SECTION 32.** This ordinance shall take effect five (5) days after passage, approval and publication as provided by law.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of \_\_\_\_\_, 2010, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2010.

---

Mike Anderson, Mayor

Attest:

---

Patsy Nelson, Finance Director

Approved as to form:

---

Eron Berg, City Attorney

FILED WITH THE CITY CLERK: FEBRUARY 5, 2010

PUBLIC HEARING: N/A

FIRST READING: FEBRUARY 10, 2010

SECOND READING: FEBRUARY 24, 2010

PASSED BY THE CITY COUNCIL:

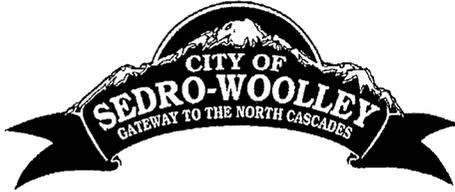
SIGNED BY THE MAYOR:

DATE OF PUBLICATION:

NEW  
BUSINESS

CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 24 2010



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 8

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

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Township Parking  
DATE: February 24, 2010

ISSUE: Should the Council adopt the attached ordinance that adds a new section to Chapter 10.44 of the municipal code which makes it illegal for vehicles to be parked on the west side of Township (between Sterling and Moore) on Fridays from 8-10 AM and Mondays for the east side?

BACKGROUND: This item comes to you as a follow up from your February 10 meeting with a recommendation from the Council's public safety committee. The committee met last week and discussed the concerns on Township and recommends to the full Council that it consider using Township Street as a pilot street to determine if no parking on street sweeping days will be effective.

The ordinance makes it illegal for vehicles to be parked on the west side of Township between Sterling and Moore on Fridays from 8:00 A.M. to 10:00 A.M. and on the east side on Mondays for the same two hour period. Violations will be enforced by towing vehicles left parked during those hours and/or through the issuance of parking tickets.

COMMITTEE RECOMMENDATION: Motion to adopt the attached ordinance number \_\_\_\_\_-10 regarding no parking zones on Township Street.

ORDINANCE NO.

AN ORDINANCE ADDING NEW SECTIONS TO SWMC 10.44 REGARDING NO  
PARKING ZONES ON TOWNSHIP STREET

**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**, the City Council desires to establish a portion of Township Street as a pilot project to both address a chronic parking problem and its impact on street sweeping by establishing a now parking zone to be enforced by impoundment of the illegally parked vehicles, 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. \_\_\_\_: Parking on Township Street during certain hours.  
It is unlawful for any person to park or leave any automobile or other vehicle on the east side of Township Street in the city, between Sterling Street and Moore Street (SR 20), for any period of time whatsoever on Mondays between the hours of 8:00 A.M. and 10:00 A.M. It is unlawful for any person to park or leave any automobile or other vehicle on the west side of Township Street in the city, between Sterling Street and Moore Street (SR 20), for any period of time whatsoever on Fridays between the hours of 8:00 A.M. and 10:00 A.M.

**Section 2.** This ordinance shall be effective March 15, 2010, which is more than five (5) days after passage and publication as provided by law.

**Section 3.** 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 \_\_\_\_\_, 2010, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

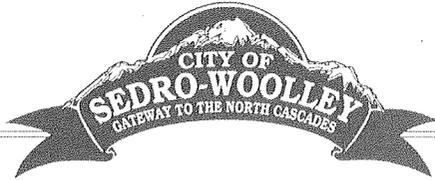
Attest:

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

Approved as to form:

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

Filed with the City Clerk: February 18, 2010  
Public Hearing: n/a  
First Reading: February 24, 2010  
Second Reading:  
Passed by the City Council:  
Signed by the Mayor:  
Date of Publication:



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

Mike Anderson  
Mayor

February 18, 2010

Township Street Residents

RE: Proposed parking rules on Township

Dear Neighbors:

The City Council Public Safety Committee is recommending to the full City Council that a new law be adopted creating new parking restrictions on Township Street. These restrictions were requested by some residents on Township and would benefit our street sweeping and cleaning work by ensuring that the street is clear on sweeping day. Specifically, the proposed rules are as follows:

It is unlawful for any person to park or leave any automobile or other vehicle on the east side of Township Street in the city, between Sterling Street and Moore Street (SR 20), for any period of time whatsoever on Mondays between the hours of 8:00 A.M. and 10:00 A.M.

It is unlawful for any person to park or leave any automobile or other vehicle on the west side of Township Street in the city, between Sterling Street and Moore Street (SR 20), for any period of time whatsoever on Fridays between the hours of 8:00 A.M. and 10:00 A.M.

Vehicles parked in violation of this proposed ordinance would be subject to ticketing and impoundment.

The Council will be considering this ordinance at its regular meeting on February 24<sup>th</sup>, 2010 at 7:00 P.M. at the Council Chambers located at 325 Metcalf Street. If you are for it, against it, have question or concerns, or comments, I encourage you to come to the meeting. I am also happy to discuss this with you in advance of the meeting. My phone number at City Hall is 855-9922, email is manderson@ci.sedro-woolley.wa.us.

As always, the Council's best work is conducted with lots of public comments – I hope you'll be able to participate.

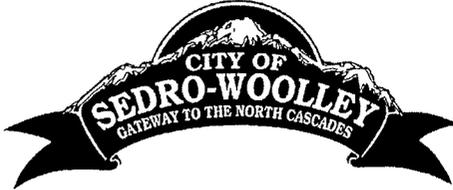
Sincerely,

CITY OF SEDRO-WOOLLEY

Mike Anderson, Mayor

CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 24 2010



CITY OF SEDRO-WOOLLEY  
7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building  
AGENDA NO. 9 325 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: Extension of sewerage liens  
DATE: February 24, 2010

ISSUE: Should the Council adopt the attached ordinance that extends the City's sewerage liens from six months to twelve months without requiring a recorded document at the auditor's office?

BACKGROUND: RCW 35.67.215 allows cities to extend their automatic liens for sewerage services from six months to twelve months without recording a lien at the auditor's office. This benefits the city in three ways:

1. Reduces staff time to record liens as fewer liens should be needed;
2. Reduces costs to the system as recording liens is very expensive; and
3. Increase collection to the system which helps keep rates reasonable.

Because this is such a simple ordinance that does not change any substantive policy (i.e., we still collect the same amount, we just don't spend the time and money on lien recording fees to the auditor's office as much), I am requesting that the Council enact it on the first reading.

RECOMMENDATION: Motion to adopt the attached ordinance number \_\_\_-10 that extends the City's sewerage liens from six months to twelve months without requiring a recorded document at the auditor's office.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE SEDRO-WOOLLEY MUNICIPAL CODE TO ALLOW FOR THE EXTENSION OF SEWERAGE LIENS FOR A PERIOD OF TWELVE MONTHS WITHOUT A RECORDING AS AUTHORIZED BY RCW 35.67.215

Whereas, RCW 35A.60.010 provides that code cities may exercise the authority to claim and foreclose liens allowed by general laws for any class of city for services performed or provided to properties within the city, and

Whereas, the City of Sedro-Woolley owns its own sewer system which provides sewer and storm water services to properties within the city, and

Whereas, RCW 35.67.215 provides that a city may, by ordinance, increase the total amount of sewerage lien that the city can retain, without the necessity of any writing or recording against a “delinquent” property, from six months of delinquent charges to one year of delinquent charges; and

Whereas, the City Council desires to maximize the collections of delinquent accounts to safeguard ratepayers’ money, now therefore,

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

**Section 1.** A new section is added to Chapter 13.32, SWMC, to read as follows:

SWMC 13.32.\_\_\_\_ Sewerage Lien – Extension of Coverage

Pursuant to RCW 35.67.215, any sewerage lien set forth in this Title shall be effective for one year’s delinquent charges without the necessity of any writing or recording of the lien with the county auditor. Pursuant to RCW 35.67.210, a sewerage lien for more than one year’s delinquent charges shall be valid if properly recorded in the office of the county auditor.

**Section 2.** This ordinance shall be effective five (5) days after passage and publication as provided by law.

**Section 3.** 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 \_\_\_\_\_, 2010, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

Attest:

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

Approved as to form:

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

Published:



West's RCWA 35.67.215

Page 1

West's Revised Code of Washington Annotated Currentness

Title 35. Cities and Towns (Refs &amp; Annos)

Chapter 35.67. Sewerage Systems--Refuse Collection and Disposal (Refs &amp; Annos)

→ **35.67.215. Sewerage lien--Extension of coverage**

Any city or town may, by resolution or ordinance, provide that the sewerage lien shall be effective for a total not to exceed one year's delinquent service charges without the necessity of any writing or recording of the lien with the county auditor, in lieu of the provisions provided for in RCW 35.67.210.

CREDIT(S)

[1991 c 36 § 3.]

LIBRARY REFERENCES

2003 Main Volume

Municipal Corporations 712(7), (9).

Westlaw Topic No. 268.

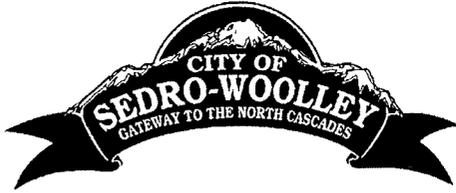
C.J.S. Municipal Corporations §§ 1537, 1538.

West's RCWA 35.67.215, WA ST 35.67.215

Current with all 2009 legislation

(C) 2010 Thomson Reuters.

END OF DOCUMENT



CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 24 2010

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 10

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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Contract Award  
Contract 2010-PW-02 Fruitdale-McGarigle Arterial Improvements –  
Wetland Mitigation Planting  
Lawn Salon Landscaping Services LLC**

DATE: February 19, 2010 (for Council action February 24, 2010)

**ISSUE:**

Shall council move to authorize Mayor Anderson to execute contract 2010-PW-02 with Lawn Salon Landscaping Services LLC of Mount Vernon, WA in the amount of \$51,843.96?

**BACKGROUND/ DISCUSSION:**

As part of the environmental permitting requirements for the Fruitdale-McGarigle Road Project, we are required to mitigate wetland losses due to the project. The mitigation site itself was graded and prepared under the Fruitdale-McGarigle Road Project. The attached contract will provide plantings and soil amendments to complete the mitigation.

Bids closed on February 18, 2010 with six bids received. The bid tabulation is attached. The apparent low bidder, Windwood Landscape Inc. failed to include the required Non-Collusion Declaration, which requires rejection of the bid under federal rules. The second bidder, Lawn Salon Landscaping Services, with an adjusted bid of \$51,843.96, is tentatively recommended for award, subject to confirmation of references and recommendation to award by the project engineer.

We propose to expedite award due to the short planting window for this work (it needs to be complete by May 1, 2010). Due to the short time line from bid to award of this contract, we have not included the recommendation to award from Leonard, Boudinot & Skodje, Inc., the project engineer. This will be provided at the council meeting.

**FINANCIAL:**

Funds for this project are available from the Account 104.000.042.595.64.00.03 Construction Fruitdale-McGarigle, budgeted at \$60,000 for this construction work. The proposed contract is within the budget. Remaining project funds are from Job Development Grant funds and City GMA Impact Fee funds budgeted for the project.

**ANALYSIS:**

Sufficient funds are available from the Account 104 Budget for 2010.

**MOTION:**

***Move to authorize Mayor Anderson to execute contract 2010-PW-02 with Lawn Salon Landscaping Services LLC of Mount Vernon, WA in the amount of \$51,843.96.***

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QTY	ENGINEER'S ESTIMATE		Watershed Environmental Solutions PO Box 757 98591 Toledo, WA		Lawn Salon Landscaping Services LLC 16176 State Route 9 Mount Vernon, WA 98274-9417		Ecotone Solutions LLC 230 Maple Lane Mount Vernon, WA 98273		Windwood Landscape Inc. 6318 Woodlyn Road PO Box 2722 Ferndale, WA 98248		Wildlands Inc. 1941 Saint Street Richland, WA 99354		Earthscapes NW Inc. 5414 332nd St NW Stanwood, WA 98292			
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Minor Changes	EST	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		
2	Mobilization	LS	1	\$3,200.00	\$3,200.00	LS	\$4,200.00	LS	\$435.00	LS	\$4,500.00	LS	\$300.00	LS	\$4,975.00	LS	\$7,288.00		
3	PSIPE Slough Sedge	EA	585	\$2.50	\$1,462.50	\$1.38	\$807.30	\$3.80	\$2,223.00	\$1.45	\$848.25	\$2.40	\$1,404.00	\$2.54	\$1,485.90	\$2.90	\$1,696.50		
4	PSIPE Bigleaf Sedge	EA	150	\$2.50	\$375.00	\$1.38	\$207.00	\$3.80	\$570.00	\$1.45	\$217.50	\$2.40	\$360.00	\$2.54	\$381.00	\$2.90	\$435.00		
5	PSIPE Soft Rush	EA	150	\$2.50	\$375.00	\$1.38	\$207.00	\$3.80	\$570.00	\$1.45	\$217.50	\$2.40	\$360.00	\$2.54	\$381.00	\$2.90	\$435.00		
6	PSIPE Pacific Willow	EA	355	\$6.00	\$2,130.00	\$5.55	\$1,970.25	\$7.05	\$2,502.75	\$6.00	\$2,130.00	\$7.25	\$2,573.75	\$8.78	\$3,116.90	\$11.92	\$4,231.60		
7	PSIPE Red Osier Dogwood	EA	301	\$6.00	\$1,806.00	\$5.55	\$1,670.55	\$7.05	\$2,122.05	\$6.25	\$1,881.25	\$6.85	\$2,061.85	\$8.78	\$2,642.78	\$11.92	\$3,587.92		
8	PSIPE Large Leaf Avens	EA	2944	\$4.00	\$11,776.00	\$1.38	\$4,062.72	\$1.85	\$5,446.40	\$1.35	\$3,974.40	\$2.40	\$7,065.60	\$2.54	\$7,477.76	\$6.18	\$18,193.92		
9	PSIPE Twinberry	EA	192	\$6.00	\$1,152.00	\$5.55	\$1,065.60	\$7.05	\$1,353.60	\$6.25	\$1,200.00	\$6.85	\$1,315.20	\$8.78	\$1,685.76	\$11.92	\$2,288.64		
10	PSIPE Salmonberry	EA	192	\$6.00	\$1,152.00	\$5.55	\$1,065.60	\$7.05	\$1,353.60	\$6.25	\$1,200.00	\$6.85	\$1,315.20	\$8.78	\$1,685.76	\$11.92	\$2,288.64		
11	PSIPE Western Red Cedar	EA	26	\$6.00	\$156.00	\$5.55	\$144.30	\$7.05	\$183.30	\$6.00	\$156.00	\$7.75	\$201.50	\$8.78	\$228.28	\$11.92	\$309.92		
12	PSIPE Sitka Spruce	EA	26	\$6.00	\$156.00	\$5.55	\$144.30	\$7.05	\$183.30	\$6.00	\$156.00	\$7.75	\$201.50	\$8.78	\$228.28	\$11.92	\$309.92		
13	PSIPE Red Alder	EA	35	\$6.00	\$210.00	\$5.55	\$194.25	\$7.05	\$246.75	\$6.00	\$210.00	\$6.85	\$239.75	\$8.78	\$307.30	\$11.92	\$417.20		
14	PSIPE Sword Fern	EA	760	\$6.50	\$4,940.00	\$5.55	\$4,218.00	\$7.05	\$5,358.00	\$6.25	\$4,750.00	\$7.75	\$5,890.00	\$8.78	\$6,672.80	\$11.92	\$9,059.20		
15	PSIPE Coastal Strawberry	EA	2665	\$5.50	\$14,657.50	\$2.20	\$5,863.00	\$2.49	\$6,635.85	\$2.85	\$7,595.25	\$2.90	\$7,728.50	\$2.75	\$7,328.75	\$6.50	\$17,322.50		
16	PSIPE Snowberry	EA	375	\$6.00	\$2,250.00	\$5.55	\$2,081.25	\$7.05	\$2,643.75	\$6.25	\$2,343.75	\$6.85	\$2,568.75	\$8.78	\$3,292.50	\$11.92	\$4,470.00		
17	PSIPE Baldhip Rose	EA	375	\$6.00	\$2,250.00	\$5.55	\$2,081.25	\$7.05	\$2,643.75	\$6.25	\$2,343.75	\$6.85	\$2,568.75	\$8.78	\$3,292.50	\$11.92	\$4,470.00		
18	PSIPE Thimbleberry	EA	375	\$6.00	\$2,250.00	\$5.55	\$2,081.25	\$7.05	\$2,643.75	\$6.25	\$2,343.75	\$6.85	\$2,568.75	\$8.78	\$3,292.50	\$11.92	\$4,470.00		
19	PSIPE Indian Plum	EA	375	\$6.00	\$2,250.00	\$5.55	\$2,081.25	\$7.05	\$2,643.75	\$6.00	\$2,250.00	\$6.85	\$2,568.75	\$8.78	\$3,292.50	\$11.92	\$4,470.00		
20	PSIPE Big Leaf Maple	EA	68	\$6.00	\$408.00	\$5.55	\$377.40	\$7.05	\$479.40	\$6.25	\$425.00	\$7.75	\$527.00	\$8.78	\$597.04	\$11.92	\$810.56		
21	PSIPE Shore Pine	EA	51	\$6.00	\$306.00	\$5.55	\$283.05	\$7.05	\$359.55	\$6.00	\$306.00	\$7.15	\$364.65	\$8.78	\$447.78	\$11.92	\$607.92		
22	Tree Protection Devices	EA	2797	\$1.75	\$4,894.75	\$1.94	\$5,426.18	\$1.03	\$2,880.91	\$1.40	\$3,915.80	\$2.95	\$8,251.15	\$3.92	\$10,964.24	\$1.65	\$4,615.05		
23	Bark Mulch	CY	185	\$35.00	\$6,475.00	\$39.32	\$7,274.20	\$37.87	\$7,005.95	\$43.00	\$7,955.00	\$64.34	\$11,902.90	\$3.92	\$725.20	\$52.91	\$9,788.35		
24	Douglas Fir	EA	51	\$6.00	\$306.00	\$5.55	\$283.05	\$7.05	\$359.55	\$6.00	\$306.00	\$6.85	\$349.35	\$8.78	\$447.78	\$11.92	\$607.92		
<b>TOTAL SCHEDULE A</b>				<b>\$65,937.75</b>	<b>\$48,788.75</b>	<b>\$51,843.96</b>	<b>\$52,225.20</b>	<b>\$63,686.90</b>	<b>\$65,949.31</b>	<b>\$103,173.76</b>									

**BIDDER'S CHECK LIST**

Bid Bond or Cashiers Check for 5% of Bid?	Yes	Yes	Yes	Yes	Yes
Proposal signed?	Yes	Yes	Yes	Yes	Yes
Addenda acknowledged?	Yes	Yes	Yes	Yes	Yes
All items bid on?	Yes	Yes	Yes	Yes	Yes
Subcontractors over 10% listed & all HVAC and Plumbing Subs listed?	N/A	N/A	Yes	N/A	N/A
Have you listed items to be self-performed?	N/A	N/A	N/A	N/A	N/A
Is State Contractor's License Number shown?	Yes	Yes	Yes	Yes	Yes
Returned Declaration Page as required	No	Yes	Yes	Yes	Yes
Errors on bid forms that have been corrected are highlighted.					

COMMITTEE

REPORTS

AND

REPORTS

FROM

OFFICERS