

Next Ord: 1708-11  
Next Res: 845-11

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**

**June 8, 2011**

**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 (Including June 1, 2011 Work Session)
  - b. Finance
    - Claim Checks #72108 to #72114 and #72156 to #72245 in the amount of \$109,570.77.
    - Payroll Checks #50525 to #50632 in the amount of \$250,995.53.
  - c. Public Works Agreement No. 2011-PW-18 for 2011 Gutter Installation and Repair
4. Public Comment (Limited to 3-5 minutes)

**PUBLIC HEARING**

5. Moratorium on permitting of activities involving medical marijuana

**NEW BUSINESS**

6. Proposed modification to *Use Restrictions* in the Mixed Commercial (MC) zone and Central Business District (CBD)

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

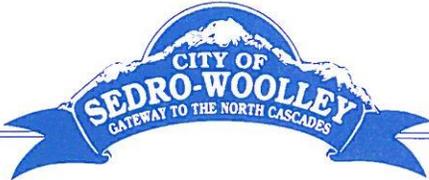
**EXECUTIVE SESSION/YES/Potential Litigation**

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

CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 08 2011

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



DATE: June 8, 2011  
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 June 8, 2011 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.  

___	Ward 1	Councilmember Pat Colgan
___	Ward 2	Councilmember Tony Splane
___	Ward 3	Councilmember Thomas Storrs
___	Ward 4	Councilmember Keith Wagoner
___	Ward 5	Councilmember Hugh Galbraith
___	Ward 6	Councilmember Rick Lemley
___	At-Large	Councilmember Brett Sandström
2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

JUN 08 2011

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CITY OF SEDRO-WOOLLEY  
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7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3a

Regular Meeting of the City Council  
May 25, 2011 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Pat Colgan, Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiberger, Planner Moore and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Checks #72053 to #72107 and #72115 to #72155 in the amount of \$633,538.21
  - Payroll Checks #50415 to #50524 in the amount of \$179,381.15
- Agreement -- Skagit Public Hospital District No. 304 for Jail Medical
- Agreement – Skagit County & City of Sedro-Woolley for Distribution of Economic Development Funds
- Out of State Travel
- COPS Grant

Councilmember Wagoner questioned the rates within the agreement with Hospital District No. 304.

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

Public Comment

Richard Pope – 23934 Dunlop St, addressed the Council regarding property being put into the Urban Growth Area. He noted the consensus of the five property owners on the South side is they do not want to be placed into the UGA and questioned the plans the City has for placing the property into the UGA.

Mayor Anderson noted there are ideas but no set plans. Discussion was held to include a strong interest within the community for additional playfields, property values and taxes and the process of bringing property into the UGA, which includes public hearings at the Planning Commission level.

L. Eli Warren – 23888 Dunlop, expressed concerns of the use as well as added traffic, noise and drainage. Warren presented written comments to the Mayor for the record.

Barry Massey – 23970 Dunlop – addressed the Council regarding his research into the UGA and GMA act. He noted that the City as a land owner has to follow rules and stated he believes nothing in the UGA proposal fits with the regulations. Massey noted that the purpose of the UGA is to expand housing and to create controlled density and low density sprawl. He spoke of not being interested in being in City limits.

Further discussion ensued to include annexation for municipal purposes.

William Self – 23908 Dunlop, addressed the Council regarding the treatment of property owners on South side of Dunlop after giving access to their property for ditch cleaning. He stated the ditch has not been cleaned in 28 years. He spoke of promises by the City and County and lack of follow through.

#### SR20 Widening/Lowering Project Update

Engineer Freiburger reviewed the SR20 Widening project and plans to advertise for bids on June 3<sup>rd</sup>. He noted the estimated project cost is 2.5 million with about 1.6 million in funding, leaving a shortage for total project cost. He reviewed changes and additions to the original scope of the project. Freiburger discussed the bid environment and construction timing and presented options to Council for consideration.

Mayor Anderson addressed his concern of impacting business owners by doing the project in two phases as well as running out of good weather during construction period.

Further discussion of the project ensued with Council concerns being impacting business owners twice. The Council consensus is to have staff give an updated report on the project at the June 1 worksession for a final Council decision on how to proceed.

#### **NEW BUSINESS**

##### Resolution – Authorizing Sedro-Woolley Youth Football and Cheer to name the Playing Field at Fruitdale Road in honor of Dennis “Denny” Lowell Engberg

Councilmember Wagoner read the proposed Resolution to name the Playing Field at Fruitdale Road in Honor of Dennis “Denny” Lowell Engberg.

Engberg devoted much of his adult life to mentoring of Sedro-Woolley’s Youth and the promotion of youth sports, as a founder, coach and board member of the SWYFB/C organization as well as a volunteer football coach for Cascade Middle School and Sedro-Woolley High School.

Family members of Denny were in the audience. His mother, Faye Engberg spoke on behalf of the family as to the great honor being bestowed. She introduced Denny's wife, daughter and son and noted they plan to be active in the community for a long time.

Councilmember Wagoner presented an update on the field which is almost ready for seed.

Councilmember Wagoner moved to approve Resolution #844-11 A Resolution Authorizing Sedro-Woolley Youth Football and Cheer to name the Playing Field at Fruitdale Road in Honor of Dennis "Denny" Lowell Engberg. Seconded by Councilmember Galbraith. Motion carried (7-0).

Mayor Anderson stated he is honored to have named the field while he was Mayor.

#### Ordinance – Amending SWMC 9.56.010 (Criminal Code)

Police Chief Wood noted the proposed ordinance is a housekeeping matter in order to correct some minor wording.

Councilmember Storrs moved to approve Ordinance Amending SWMC Ordinance No. 1707-11. Seconded by Councilmember Splane. Motion carried (7-0).

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

Councilmember Lemley -- announced the upcoming Blast from the Past festivities to be held June 3<sup>rd</sup> – 5<sup>th</sup>.

Engineer Freiburger – reported on a call out for sink hole on Highway 9 across from Cascade Middle School. He noted it was far beyond the capacity for the City crew to handle. Interwest Construction was called out utilizing their on-call contract. He requested Council ratify approval of Task Order #1.

Councilmember Galbraith moved to ratify Task Order No. 1, not to exceed \$25,000 and authorize the Mayor to sign. Councilmember Colgan seconded. Motion carried. (7-0).

Police Chief Wood – reported on an increase in graffiti. He commended the work of Bob Park who has been out on Graffiti Patrol. Wood also reported that Sedro-Woolley and the Police Department was nominated by Officer Musgrove to the Chief of Navy Reserve. Sedro-Woolley will be one of approximately 30 firms to be honored at the Pentagon for support of he and his family for his reserve service. Chief Wood requested permission for out of State travel for this recognition.

Councilmember Colgan moved to allow the Chief for Out of State Travel. Seconded by Councilmember Splane. Motion carried (7-0).

City Supervisor/Attorney Berg – reported that the House passed the Capital budget today which did not include the City's request for the Northern State property. Berg also reviewed the Washington DC trip itinerary. The travel group includes representatives from Sedro-Woolley, Mount Vernon, Burlington, LaConner, Dike District and Skagit County. He also noted that the June 1<sup>st</sup> Worksession topic will be Stormwater and both the Mayor and Mayor Pro-Tem will be absent from the worksession.

Councilmember Colgan moved to adjourn. Seconded by Councilmember Splane.  
Motion carried (7-0).

The meeting adjourned at 8:14 P.M.

JUN 08 2011

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

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CITY OF SEDRO-WOOLLEY  
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Council Worksession

June 1, 2011 – 7:00 P.M. – Public Safety Training Room

The meeting was called to order at 7:00 P.M. by Councilmember Tony Splane.

ROLL CALL: Present: Councilmembers: Pat Colgan, Tony Splane, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Finance Director Nelson and Engineer Freiberger.

**Skagit Conservation District Stormwater Education Presentation**

- Kristi Carpenter of the Skagit Conservation District spoke to Council regarding the education and public involvement component of our NPNDs permit which is provided by Skagit Conservation District through a partnership with cities of Mount Vernon, Burlington, Sedro-Woolley and Skagit County. The partnership is due to expire on 6/30/11 with the hopes to extend the partnership with all cities. She explained the numerous programs and services of Skagit Conservation District provided free to the participants.

**SR20 Widening/Lowering Project Update**

- Engineer Freiberger updated the Council on the proposed project. He noted the timing of the bid and opening are scheduled around TIB's meeting schedule. WSDOT will approve the plans tomorrow.

Councilmember Galbraith moved to authorize use of up to \$350,000 in GMA Impact Fee funds for use as local match for the SR20 Metcalf to Township Lane Widening & Bicycle/Pedestrian Improvement Project. Seconded by Councilmember Colgan. Motion carried (6-0).

Councilmember Colgan moved to authorize advertisement of the SR20 Metcalf to Township Lane Widening & Bicycle/Pedestrian Improvement Project. Councilmember Sandström seconded. Motion carried (6-0).

**Miscellaneous**

Councilmember Colgan proposed a waiver of fees for the City building permit for the Helping Hands Food Bank. The consensus was to table the topic to the next Council meeting to allow time for a legal interpretation.

Councilmember Wagner reported that the youth football field will be seeded on Friday.

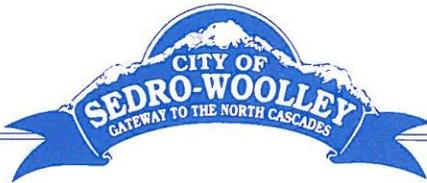
Councilmember Wagner moved to adjourn. Seconded by Councilmember Galbraith. Motion carried (6-0).

The worksession adjourned at 8:15 P.M.

JUN 08 2011

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

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DATE: June 8, 2011  
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 June 8, 2011.

Motion to approve Claim Checks #72108 to #72114 and #72156 to #72245 in the amount of \$109,570.77.

Motion to approve Payroll Checks #50525 to #50632 in the amount of \$250,995.53.

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  
 06/08/2011 (Printed 06/02/2011 15:19)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
72108	HARRIS, JASON	TRAVEL	PD	126.00
		WARRANT TOTAL		126.00
72109	PIERCE, DAVE	TRAVEL	PD	126.00
		WARRANT TOTAL		126.00
72110	ALLELUJAH BUSINESS SYSTEMS	REPAIRS/MAINTENANCE	SWTR	40.41
		WARRANT TOTAL		40.41
72111	ALPINE FIRE & SAFETY	OPERATING SUP - LIBRARY	PK	37.87
		WARRANT TOTAL		37.87
72112	AMERICAN FORESTS	BOOKS, PERIOD, RECORDS	LIB	25.00
		WARRANT TOTAL		25.00
72113	A.T.V. ACCESSORIES	CONTAINERS	SAN	200.17
		WARRANT TOTAL		200.17
72114	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	ST	6.74
		LAUNDRY	SWR	7.51
		WARRANT TOTAL		19.85
72156	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	154.18
		AUTO FUEL	PD	84.04
		AUTO FUEL	PD	94.17
		AUTO FUEL	PD	1,503.38
		AUTO FUEL/DIESEL	FD	788.33
		AUTO FUEL/DIESEL	PK	259.79
		AUTO FUEL/DIESEL	PK	24.89
		AUTO FUEL/DIESEL	CEM	145.26
		AUTO FUEL/DIESEL	CEM	118.64
		AUTO FUEL/DIESEL	ST	186.99
		AUTO FUEL/DIESEL	ST	138.62
		AUTO FUEL/DIESEL	ST	211.57
		AUTO FUEL/DIESEL	ST	96.49
		AUTO FUEL/DIESEL	SWR	132.48
		AUTO FUEL/DIESEL	SWR	130.94
		AUTO FUEL/DIESEL	SWR	456.32
		AUTO FUEL/DIESEL	SWR	308.55
		AUTO FUEL/DIESEL	SAN	1,944.84
		AUTO FUEL/DIESEL	SAN	105.10
		AUTO FUEL/DIESEL	SAN	1,802.89
		AUTO FUEL/DIESEL	SWTR	352.78
		AUTO FUEL/DIESEL	SWTR	350.54
		WARRANT TOTAL		9,390.79
72157	ATLANTIC SIGNAL	MACHINERY & EQUIPMENT	PD	755.00
		WARRANT TOTAL		755.00
72158	AT & T	TELEPHONE	JUD	.59
		TELEPHONE	EXE	.59

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		TELEPHONE FIN	14.08
		TELEPHONE LGL	14.08
		TELEPHONE PLN	2.34
		TELEPHONE ENG	26.98
		TELEPHONE PD	39.90
		TELEPHONE FD	5.87
		TELEPHONE INSP	3.52
		TELEPHONE ST	1.18
		TELEPHONE LIB	2.34
		TELEPHONE SWR	2.34
		TELEPHONE SAN	3.52
		WARRANT TOTAL	117.33
72159	BANK OF AMERICA	TRAVEL PLN	444.52
		MISC-TUITION/REGISTRATION PLN	12.00
		MISC-TUITION/REGISTRATION PLN	12.22
		OFFICE SUPPLIES FD	40.12
		OPERATING SUP - CITY HALL PK	129.70
		OFFICE SUPPLIES SWR	161.63
		WARRANT TOTAL	800.19
72160	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP PK	20.02
		REPAIR/MT-SMALL TOOLS EQUIP PK	90.89
		WARRANT TOTAL	110.91
72161	BANK OF AMERICA	SUPPLIES LIB	181.68
		TRAVEL LIB	27.00
		WARRANT TOTAL	208.68
72162	BANK OF AMERICA	OFFICE/OPERATING SUPPLIES IT	84.93
		WARRANT TOTAL	84.93
72163	BAY CITY SUPPLY	OPERATING SUPPLIES FD	67.43
		OPERATING SUP - PARKS SHOP PK	152.92
		OPERATING SUP - SENIOR CTR PK	254.83
		OPERATING SUP - BINGHAM PARK	157.97
		OPERATING SUPPLIES SAN	273.05
		WARRANT TOTAL	906.20
72164	BERG VAULT COMPANY	LINERS CEM	1,600.00
		WARRANT TOTAL	1,600.00
72165	BIO-ENVIRONMENTAL SOLUTIONS	MAINTENANCE OF LINES SWR	622.15
		WARRANT TOTAL	622.15
72166	BLUMENTHAL UNIFORM & EQUIP	MACHINERY & EQUIPMENT PD	37.22
		WARRANT TOTAL	37.22
72167	BOULDER PARK, INC	SOLIDS HANDLING SWR	8,300.28
		WARRANT TOTAL	8,300.28
72168	CHEMSEARCH	OPERATING SUPPLIES SAN	203.70

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	203.70
72169	COASTAL WEAR PRODUCTS	REPAIRS/MAINT-EQUIP ST	907.87
		WARRANT TOTAL	907.87
72170	COLEMAN, JOHN	MISC-DUES/SUBSCRIP/MEMSHIP PLN	21.50
		WARRANT TOTAL	21.50
72171	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS PLN	8.64
		SUPPLIES ENG	8.64
		OFF/OPER SUPPS & BOOKS INSP	8.64
		OFF/OPER SUPPS & BOOKS INSP	15.68
		WARRANT TOTAL	41.60
72172	COMMERCIAL FIRE PROTECTION INC.	REPAIR/MAINT-GARAGE FD	183.94
		WARRANT TOTAL	183.94
72173	COMCAST	INTERNET SERVICES IT	104.90
		WARRANT TOTAL	104.90
72174	CONCRETE NOR'WEST, INC.	MAINTENANCE OF LINES SWR	132.92
		MAINTENANCE OF LINES SWR	230.79
		MAINTENANCE OF LINES SWR	523.33
		WARRANT TOTAL	887.04
72175	DC'S PRINTING & AWARDS	SUPPLIES LGS	10.82
		WARRANT TOTAL	10.82
72176	DAHL ELECTRIC INC.	REPAIRS/MT-COMMUNITY CTR PK	524.93
		REPAIR/MT-SENIOR CENTER PK	30.67
		REPAIR/MT-HAMMER SQUARE PK	27.07
		REPAIR/MAINT-LIBRARY PK	674.50
		REPAIR/MAINT-CITY HALL PK	384.92
		WARRANT TOTAL	1,642.09
72177	DEMCO INC.	SUPPLIES LIB	187.82
		WARRANT TOTAL	187.82
72178	E & E LUMBER	MACHINERY & EQUIPMENT PD	11.89
		MACHINERY & EQUIPMENT PD	7.57
		MACHINERY & EQUIPMENT PD	28.75
		OPERATING SUPPLIES FD	19.42
		OPERATING SUP - RIVERFRONT PK	29.13
		OPERATING SUP - RIVERFRONT PK	46.26
		OPERATING SUP - RV PARK PK	33.39
		OPERATING SUP - RV PARK PK	26.30
		OPERATING SUP - RV PARK PK	67.06
		OPERATING SUP - MEMORIAL PARK	3.93
		OPERATING SUP - HAMMER SQ PK	15.04
		REPAIRS/MT-RV PARK PK	1.94
		REPAIR/MT-HAMMER SQUARE PK	29.67
		REPAIR/MT-SMALL TOOLS EQUIP PK	42.24

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIR/MT-SMALL TOOLS EQUIP PK	42.24
		REPAIR/MT-SMALL TOOLS EQUIP PK	19.47
		REPAIR/MAINT-STREETS ST	4.85
		CAP OUTLAY-GRANT FOR HHS PKR	366.59-
		CAP OUTLAY-GRANT FOR HHS PKR	554.74
		OPERATING SUPPLIES SAN	16.94
		OPERATING SUPPLIES SAN	34.48
		WARRANT TOTAL	601.94
72179	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES SWR	682.00
		PROFESSIONAL SERVICES SWR	75.00
		PROFESSIONAL SERVICES SWR	224.00
		SOLID WASTE DISPOSAL SAN	445.00
		WARRANT TOTAL	1,426.00
72180	ELEC HANDBOOK PUB INC.	BOOKS, PERIOD, RECORDS LIB	42.09
		WARRANT TOTAL	42.09
72181	ENTERPRISE OFFICE SYSTEMS	SUPPLIES JUD	34.61
		SUPPLIES JUD	49.65
		WARRANT TOTAL	84.26
72182	FEDERAL CERTIFIED HEARING	SAFETY EQUIPMENT PK	60.00
		SAFETY EQUIPMENT CEM	20.00
		SAFETY EQUIPMENT ST	60.00
		OPERATING SUPPLIES SAN	100.00
		WARRANT TOTAL	240.00
72183	FRONTIER	TELEPHONE FD	130.06
		TELEPHONE PK	83.96
		PUBLIC UTILITIES-CITY HALL PK	29.38
		TELEPHONE CEM	65.99
		TELEPHONE LIB	121.91
		TELEPHONE SWR	232.08
		TELEPHONE SAN	52.63
		WARRANT TOTAL	716.01
72184	GAYLORD BROS.	SUPPLIES LIB	191.35
		WARRANT TOTAL	191.35
72185	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP LIB	139.63
		WARRANT TOTAL	139.63
72186	GUARDIAN SECURITY	OPERATING SUP - CITY HALL PK	880.00
		WARRANT TOTAL	880.00
72187	GUYLINE CONSTRUCTION, INC	REPAIR/MAINT-EQUIP & BLDG CEM	32.46
		WARRANT TOTAL	32.46
72188	H & W EMERG VEHICLE SERV	REPAIRS/MAINT-EQUIP FD	602.30
		WARRANT TOTAL	602.30

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
72189	HACH COMPANY	OPERATING SUPPLIES	SWR	313.56
		WARRANT TOTAL		313.56
72190	HAYDEN, PATRICK	ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		150.00
72191	HEALTH	BOOKS, PERIOD, RECORDS	LIB	40.00
		WARRANT TOTAL		40.00
72192	HEPBURN SUPERIOR	MACHINERY & EQUIPMENT	CEM	80.00
		WARRANT TOTAL		80.00
72193	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		150.00
72194	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	24.35
		REPAIRS & MAINTENANCE	PD	75.74
		EQUIPMENT LEASE	FD	75.74
		REPAIRS/MAINT-EQUIP	FD	24.35
		WARRANT TOTAL		200.18
72195	INFORMA UK LTD	BOOKS, PERIOD, RECORDS	LIB	48.00
		WARRANT TOTAL		48.00
72196	KROESEN'S INC.	UNIFORMS	FD	165.55
		WARRANT TOTAL		165.55
72197	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	232.00
		WARRANT TOTAL		232.00
72198	LIBRARY CORPORATION (THE)	REPAIR/MAINT-COMPUTER	LIB	739.01
		WARRANT TOTAL		739.01
72199	LOGGERS AND CONTRACTORS	SAFETY EQUIPMENT	CEM	93.27
		WARRANT TOTAL		93.27
72200	LOWELL, DAVID D.	ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		150.00
72201	MACREADY, ROBERT	MEALS/TRAVEL	SWR	381.69
		WARRANT TOTAL		381.69
72202	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	SWR	232.51
		WARRANT TOTAL		232.51
72203	MOUNT VERNON, CITY LIBRARY	SUPPLIES	LIB	12.00
		WARRANT TOTAL		12.00
72204	NEXTEL COMMUNICATIONS	TELEPHONE	PD	395.44
		WARRANT TOTAL		395.44

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
72205	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	386.82
		REPAIR & MAINT - AUTO	PD	356.58
		VEHICLES	PD	25,237.43
		WARRANT TOTAL		25,980.83
72206	OASYS	REPAIRS & MAINTENANCE	PD	126.27
		REPAIRS/MAINT-EQUIP	FD	126.26
		REPAIR/MAINTENANCE-EQUIP	LIB	70.74
		WARRANT TOTAL		323.27
72207	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	15.06
		SUPPLIES/BOOKS	PLN	68.10
		SUPPLIES/BOOKS	PLN	13.99
		SUPPLIES/BOOKS	PLN	74.22
		SUPPLIES	ENG	15.05
		SUPPLIES	ENG	68.11
		SUPPLIES	ENG	14.00
		SUPPLIES	ENG	74.22
		OFF/OPER SUPPS & BOOKS	INSP	13.99
		OFFICE SUPPLIES	SWR	218.54
		WARRANT TOTAL		575.28
72208	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	CEM	146.05
		OPERATING SUPPLIES	SAN	135.23
		WARRANT TOTAL		281.28
72209	OWEN EQUIPMENT COMPANY	REPAIRS/MAINTENANCE	SWTR	156.75-
		REPAIRS/MAINTENANCE	SWTR	176.76
		WARRANT TOTAL		20.01
72210	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	FD	213.15
		WARRANT TOTAL		213.15
72211	PARTSMASTER	SMALL TOOLS & MINOR EQUIP	SWR	105.06
		WARRANT TOTAL		105.06
72212	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	24.86
		BOOKS, PERIOD, RECORDS	LIB	18.41
		WARRANT TOTAL		43.27
72213	PROTECH AUTOMOTIVE	REPAIR/MAINTENANCE-EQUIP	ST	221.31
		WARRANT TOTAL		221.31
72214	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	SWR	69.60
		WARRANT TOTAL		69.60
72215	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	24.35
		REPAIRS & MAINTENANCE	PD	9.92
		PUBLIC UTILITIES	FD	86.75
		UTILITIES-RIVERFRONT	PK	379.57
		UTILITIES-COMMUNITY CTR	PK	148.30
		UTILITIES-SENIOR CENTER	PK	325.05

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		UTILITIES-TRAIN PK	27.23
		UTILITIES-HAMMER SQUARE PK	271.10
		UTILITIES-BINGHAM & MEMORIAL P	48.36
		UTILITIES - SHOP PK	59.89
		UTILITIES - SHOP PK	23.64
		UTILITIES - OTHER PK	9.92
		PUBLIC UTILITIES-CITY HALL PK	2,022.91
		PUBLIC UTILITIES CEM	60.08
		PUBLIC UTILITIES ST	10.13
		PUBLIC UTILITIES ST	170.32
		PUBLIC UTILITIES ST	173.61
		PUBLIC UTILITIES ST	66.44
		PUBLIC UTILITIES LIB	230.94
		ADVERTISING HOT	38.86
		PUBLIC UTILITIES SWR	9,543.92
		PUBLIC UTILITIES SAN	128.07
		PUBLIC UTILITIES SWTR	103.07
		WARRANT TOTAL	13,962.43
72216	RECORDED BOOKS, LLC	BOOKS, PERIOD, RECORDS LIB	351.37
		WARRANT TOTAL	351.37
72217	RELIABLE (OFFICE SUPPLY)	MACHINERY & EQUIPMENT PD	38.50
		WARRANT TOTAL	38.50
72218	SAFETY TREE SERVICE	REPAIR/MAINTENANCE-LAND CEM	550.00
		REPAIR/MAINT-STREETS ST	4,050.00
		WARRANT TOTAL	4,600.00
72219	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	117.00
		WARRANT TOTAL	117.00
72220	SEATTLE MAGAZINE	BOOKS, PERIOD, RECORDS LIB	45.00
		WARRANT TOTAL	45.00
72221	SEDRO-WOOLLEY AUTO PARTS	SMALL TOOLS & MINOR EQUIP PK	14.80
		REPAIR/MT-SMALL TOOLS EQUIP PK	2.53
		REPAIR/MAINT-LIBRARY PK	5.40
		OPERATING SUPPLIES SWR	60.59
		WARRANT TOTAL	83.32
72222	SEDRO-WOOLLEY CHAMBER OF	CHAMBER OF COMMERCE HOT	2,812.00
		CHAMBER OF COMMERCE HOT	1,902.52
		CHAMBER OF COMMERCE HOT	447.40
		WARRANT TOTAL	5,161.92
72223	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS FD	11,701.00
		WARRANT TOTAL	11,701.00
72224	SK. CO. COM ACTION AGENCY	SKAGIT COMM ACTION AGENCY HLT	105.00
		WARRANT TOTAL	105.00

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 06/08/2011 (Printed 06/02/2011 15:19)

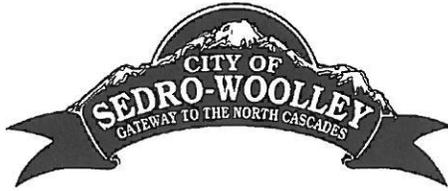
WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
72225	SKAGIT FARMERS SUPPLY	REPAIR/MT-SMALL TOOLS EQUIP PK		14.06
		WARRANT TOTAL		14.06
72226	SKAGIT SURVEYORS &	PROFESSIONAL SERVICES	ST	1,500.00
		WARRANT TOTAL		1,500.00
72227	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	50.00
		LEGAL PUBLICATIONS	LGS	45.00
		WARRANT TOTAL		95.00
72228	SK. VALLEY TULIP FESTIVAL	TULIP FESTIVAL	HOT	400.00
		WARRANT TOTAL		400.00
72229	SK. WHATCOM ELECTRONICS	REPAIR/MT-HAMMER SQUARE	PK	35.65
		WARRANT TOTAL		35.65
72230	SNO-ILSE LIBRARIES	TUITION/REGISTRATION	LIB	133.00
		WARRANT TOTAL		133.00
72231	SOLID WASTE SYSTEMS, INC.	OPERATING SUPPLIES	SAN	154.91
		WARRANT TOTAL		154.91
72232	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	74.45
		OFFICE/OPERATING SUPPLIES	PD	364.83
		OFFICE SUPPLIES	FD	59.12
		WARRANT TOTAL		498.40
72233	SKAGIT REGIONAL CLINICS PHARMACY	RETIRED MEDICAL	PD	28.00
		RETIRED MEDICAL	PD	23.00
		RETIRED MEDICAL	PD	60.40
		RETIRED MEDICAL	PD	47.00
		RETIRED MEDICAL	PD	33.70
		RETIRED MEDICAL	PD	207.40
		RETIRED MEDICAL	PD	48.80
		RETIRED MEDICAL	PD	36.00
		RETIRED MEDICAL	PD	4.00
		RETIRED MEDICAL	PD	65.00
		RETIRED MEDICAL	PD	33.70
		RETIRED MEDICAL	PD	117.40
		WARRANT TOTAL		704.40
72234	SUBURBAN PROPANE, L.P.	PROPANE	CEM	363.97
		WARRANT TOTAL		363.97
72235	SUNSET AUTO BODY	REPAIRS/MAINT-EQUIP	SAN	500.42
		WARRANT TOTAL		500.42
72236	TKE CORP	REPAIR/MAINT-CITY HALL	PK	712.01
		WARRANT TOTAL		712.01
72237	TRAIL ROAD SHELL	SUPPLIES & BOOKS	FD	8.95
		WARRANT TOTAL		8.95

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
72238	TRUE VALUE	MACHINERY & EQUIPMENT PD	15.13
		MACHINERY & EQUIPMENT PD	16.75
		MACHINERY & EQUIPMENT PD	16.22
		OPERATING SUPPLIES FD	57.32
		SMALL TOOLS & MINOR EQUIP FD	6.39
		OPERATING SUP - PARKS SHOP PK	25.17
		OPERATING SUP - MEMORIAL PARK	46.22
		OPERATING SUP - BINGHAM PARK	51.91
		OPERATING SUP - HAMMER SQ PK	27.00
		OPERATING SUP - HAMMER SQ PK	11.98
		OPERATING SUP - HAMMER SQ PK	20.62
		OPERATING SUP - HAMMER SQ PK	30.29
		REPAIRS/MT-COMMUNITY CTR PK	26.48
		REPAIR/MT-HAMMER SQUARE PK	4.32
		REPAIR/MAINT-CITY HALL PK	30.27
		MAINT OF GENERAL EQUIP SWR	34.12
		OPERATING SUPPLIES SWR	6.48
		OPERATING SUPPLIES SWR	34.06
		OPERATING SUPPLIES SWR	17.06
		OPERATING SUPPLIES SAN	3.78
	WARRANT TOTAL	481.57	
72239	TUCKER, WILLIAM L.	MACHINERY & EQUIPMENT PD	75.73
		WARRANT TOTAL	75.73
72240	USA BLUE BOOK	PORTABLE EQUIPMENT SWR	904.77
		WARRANT TOTAL	904.77
72241	VALLEY AUTO SUPPLY	REPAIR & MAINT - AUTO PD	48.01
		REPAIRS/MAINT-EQUIP FD	48.02
		OPERATING SUP - LIBRARY PK	9.12
		REPAIRS/MT-RV PARK PK	47.60
		MAINTENANCE OF VEHICLES SWR	24.69
		OPERATING SUPPLIES SAN	6.52
		OPERATING SUPPLIES SAN	105.38
		OPERATING SUPPLIES SAN	7.67
		REPAIRS/MAINTENANCE SWTR	48.35
		OPERATING SUPPLIES ERR	6.70
	WARRANT TOTAL	352.06	
72242	VERIZON WIRELESS	TELEPHONE FIN	125.08
		TELEPHONE LGL	57.57
		TELEPHONE IT	57.96
		NEXTEL CELL PHONES	114.50
		NEXTEL CELL PHONES	14.06
		TELEPHONE PD	57.82
		TELEPHONE PD	559.37
		TELEPHONE PD	26.40
		TELEPHONE FD	129.03
		TELEPHONE FD	149.21
		TELEPHONE INSP	14.06
		TELEPHONE PK	129.20

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	CEM	14.06
		TELEPHONE	ST	75.97
		NEXTEL CELL PHONES		184.03
		NEXTEL CELL PHONES	SAN	153.46
		WARRANT TOTAL		1,861.78
72243	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	39.00
		WARRANT TOTAL		39.00
72244	WA ST DEPT OF TRANSPORT	OTHER IMPROVEMENTS	SWR	428.42
		WARRANT TOTAL		428.42
72245	WOOD'S LOGGING SUPPLY INC	MACHINERY & EQUIPMENT	PD	12.92
		POSTAGE	FD	8.79
		SAFETY EQUIPMENT	CEM	27.04
		REPAIR/MAINT-EQUIP & BLDG	CEM	22.72
		MAINTENANCE OF LINES	SWR	55.18
		OFFICE SUPPLIES	SWR	30.19
		OPERATING SUPPLIES	SAN	71.41
		OPERATING SUPPLIES	SAN	32.46
		REPAIRS/MAINTENANCE	SWTR	7.85
		WARRANT TOTAL		268.56
		RUN TOTAL		109,570.77

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	48,702.53
101	PARK FUND	8,824.80
102	CEMETERY FUND	3,345.14
103	STREET FUND	7,882.09
105	LIBRARY FUND	2,632.15
107	CUM RESERVE FOR CITY PARK FUND	188.15
108	STADIUM FUND	5,600.78
401	SEWER FUND	24,983.79
412	SOLID WASTE FUND	6,481.63
425	STORMWATER	923.01
501	EQUIPMENT REPLACEMENT FUND	6.70
TOTAL		109,570.77

DEPARTMENT	AMOUNT
001 000 011	105.82
001 000 012	616.85
001 000 013	.59
001 000 014	139.16
001 000 015	71.65
001 000 017	247.79
001 000 018	154.18
001 000 019	672.59
001 000 020	335.56
001 000 021	31,500.35
001 000 022	14,697.10
001 000 024	55.89
001 000 062	105.00
FUND CURRENT EXPENSE FUND	48,702.53
101 000 076	8,824.80
FUND PARK FUND	8,824.80
102 000 036	3,345.14
FUND CEMETERY FUND	3,345.14
103 000 042	7,882.09
FUND STREET FUND	7,882.09
105 000 072	2,632.15
FUND LIBRARY FUND	2,632.15
107 000 076	188.15
FUND CUM RESERVE FOR CITY PARK FUND	188.15
108 000 019	5,600.78
FUND STADIUM FUND	5,600.78
401 000 035	24,983.79
FUND SEWER FUND	24,983.79
412 000 037	6,481.63
FUND SOLID WASTE FUND	6,481.63
425 000 039	923.01
FUND STORMWATER	923.01
501 000 047	6.70
FUND EQUIPMENT REPLACEMENT FUND	6.70
TOTAL	109,570.77



CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 08 2011

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

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: **Public Works Agreement No. 2011-PW-18 for  
2011 Gutter Installation and Repair**

DATE: June 2, 2011 (for Council action June 8, 2011)

**ISSUE**

Should Mayor Anderson execute the attached Public Works Agreement No. 2011-PW-18 with Accuwest Pacific LLC dba Apollo Gutters & Decks of Sedro-Woolley, WA with a do not exceed amount of \$2500.00?

**BACKGROUND/DISCUSSION**

The city advertised for bids for this contract on May 12, 2011. Bids closed on May 31, 2011, with two bids received. The bid tabulation is attached. The low bidder is Accuwest Pacific LLC dba Apollo Gutters & Decks of Sedro-Woolley, WA

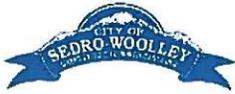
**FINANCE**

101.000.076.576.80.48.00 Repairs/Maintenance – Parks Storage Shed	\$ 535
101.000.076.576.80.48.01 Repairs/Maintenance – Riverfront Park	\$ 557
103.000.042.595.30.64.20 Buildings/Structures – Street Dept	\$ 705
TOTAL	\$ 1797

The bid was broken up into two schedules. Schedule 1 was for lump sum repairs at three locations, two with the Parks Department and one at the Street Department. Schedule 2 was for a typical two hour on-call gutter repair as needed. This schedule will be used for repair work as needed at the WWTP and Hammer Heritage Square. The budget shown above is for Schedule 1 only; any Schedule 2 work will be handled from existing Repairs/Maintenance budget items as appropriate.

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2011-PW-18 with Accuwest Pacific LLC dba Apollo Gutters & Decks of Sedro-Woolley, WA with a do not exceed amount of \$2,500.00.***



CITY OF SEDRO-WOOLLEY  
 2011 GUTTER INSTALLATION AND REPAIR  
 Bid Date: May 31, 2011

<i>Contractor Name:</i>			Apollo Gutters & Decks 215 Township Street Sedro-Woolley, WA		T & E International Inc. 14219 Smokey Point Blvd Marysville, WA	
ITEM - Schedule 1	QUANTITY	UNIT	UNIT	TOTAL	RATE	TOTAL
Riverfront Park Picnic Shelter - LS Gutter Installation	1.00	LS	514.80	514.80	1,443.00	1,443.00
Street Equipment Storage Bldg - LS Gutter Installation	1.00	LS	651.60	651.60	1,369.00	1,369.00
Parks Storage Shed - LS Gutter Installation	1.00	LS	494.40	494.40	888.00	888.00
<b>Schedule 2 - Miscellaenous Gutter Repairs - Hourly</b>						
Gutter Install	2.00	Hour	68.53	137.06	72.41	144.82
Service Vehicle Including Tools	2.00	Hour	32.00	64.00	35.00	70.00
<b>SUBTOTAL</b>				<b>1,861.86</b>		<b>3,914.82</b>
WASHINGTON STATE SALES TAX AT 8.2%				152.67		321.02
<b>TOTAL</b>				<b>2,014.53</b>		<b>4,235.84</b>

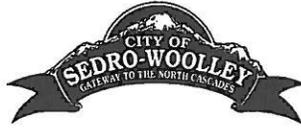
Markup Rate for Materials  
 Overtime Rate, Per Hour

20%
N/A

10%
N/A

**NOTES**

- Schedule 1 project is for lump sum repairs at various locations within the City of Sedro-Woolley per the Request for Proposals.
- Schedule 2 project assumes a two hour repair during normal working hours of miscellaneous gutter repairs within the City of Sedro-Woolley at various locations.



## PUBLIC WORKS AGREEMENT 2011-PW-18

### Project Name: 2011 Gutter Installation and Repair

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and Accuwest Pacific LLC dba Apollo Gutters & Decks, 215 Township Street, Sedro-Woolley, WA 98284, (hereinafter the "Contractor") hereby agree as follows:

**I. THE PROJECT:** The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

C. Project description: **Install approximately 318 lf of new 5k style aluminum continuous gutter and downspouts at various city facilities and repair damaged gutters as identified in pre-bid meeting walk through on May 23, 2011 and Request for Proposals dated May 12, 2011.**

**II. GENERAL CONDITIONS:** The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

**A. Definitions and Terms:**

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

**B. Project Manager:** The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina (360-661-6492)** as its Project Manager. Contractor designates \_\_\_\_\_ as its Project Manager.

**C. Business License:** A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

**D. Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

**E. Bonding Requirements:** The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. **Insurance:** The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive liability insurance** covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

G. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

### III. PAYMENT

A. The maximum payable hereunder is **\$2500.00**. **Payment will be made as per Exhibit A, 2011 Gutter Installation and Repair Proposal from Apollo Gutters & Decks dated May 31, 2011 attached hereto.**

B. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

C. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

D. Retainage will be administered in accordance with RCW 60.28.010(1).

### IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **August 31, 2011**.

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

D. Scope of project: **Install approximately 318 lf of new 5k style aluminum continuous gutter and downspouts at various city facilities and repair damaged gutters as identified in pre-bid meeting walk through on May 23, 2011 and Request for Proposals dated May 12, 2011.**

E. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and

binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

F. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

G. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

H. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

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

J. 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-contractors are listed on any state or federal debarment list.

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

**TASK ORDER  
SMALL WORKS**

Date: \_\_\_\_\_

Department / Division: \_\_\_\_\_

Contractor Name and Address: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Prevailing wage form will be submitted to the department in accordance with RCW 39.12

Contractor agrees to withholding of 50% of contract amount in accordance with RCW 39.08.010

Contractor will perform work in accordance with 2010 State of Washington, Department of Transportation, Standard Specifications.

Payment Terms: \_\_\_\_\_

\_\_\_\_\_

Insurance attached.

Contract bond attached (for projects over \$35,000).

Print Name:

Sign Name:

\_\_\_\_\_  
Project Manager

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_

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

\_\_\_\_\_

**CONTRACT BOND**  
**to the**  
**CITY OF SEDRO-WOOLLEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned \_\_\_\_\_

\_\_\_\_\_ as principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ \_\_\_\_\_ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

**DATED** at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Nevertheless, the conditions of the above obligation are such that:

**WHEREAS**, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for \_\_\_\_\_

\_\_\_\_\_ (which contract is referred to herein and is made a part hereof as though attached hereto), and

**WHEREAS**, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

**NOW THEREFORE**, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: \_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

\_\_\_\_\_  
Principal

Title: \_\_\_\_\_

For the Surety: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- \_\_\_\_\_ 1.     Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- \_\_\_\_\_ 2.     Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- \_\_\_\_\_ 3.     Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

**BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-  
WOOLLEY:**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

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4. **Bond-in-Lieu:** With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

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(Contractor's Signature)

Date

---

Title

**RETAINAGE ACCOUNT** \_\_\_\_\_

**CITY** \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

The undersigned \_\_\_\_\_ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

**INSTRUCTIONS**

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is \_\_\_\_\_. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

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Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

ATTESTED BY:

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

Approved as to form:

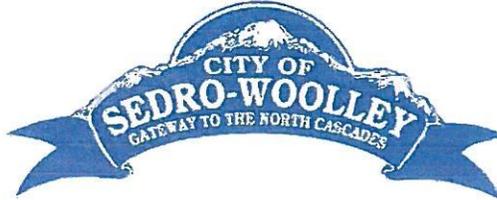
\_\_\_\_\_  
City Attorney

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

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

# EXHIBIT A



## 2011 Gutter Installation and Repair PROPOSAL

Proposals due by 2 pm, May 31, 2011

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

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2011 Gutter Installation and Repair":

### SCHEDULE 1: Gutter Installation and Repair – Lump Sum:

1.	Riverfront Park Picnic Shelter, LS Gutter Installation (125 lf, no downspouts)	\$ 514.80
2.	Street Equipment Storage Bldg, LS Gutter Installation (118 lf incl downspouts)	\$ 651.00
3.	Parks Storage Shed, Lump Sum Gutter Installation (75 lf incl tie-in to existing)	\$ 494.40
SUBTOTAL		\$ 1660.80
SALES TAX AT 8.2%		\$ 136.19
TOTAL SCHEDULE 1		\$ 1796.99

### SCHEDULE 2: Miscellaneous Gutter Repair – Hourly Basis:

- Wastewater Treatment Plant Storage Building, Lump Sum Gutter Repair; estimated 2 hours for bid purposes.

Gutter Installer	\$ 68.53	per hour Straight Time
Service Vehicle including tools	\$ 32.00	per hour
Markup on Materials	20	%

5. HAMMER SQUARE GUTTER REPAIR + INSTALL \$ 300.00

BIDDER NAME: APOLLO GUTTERS & DECKS

ADDRESS: 215 TOWNSHIP ST  
SEDRO-WOOLLEY WA 98284

CONTACT: DAN ESTABROOK

TELEPHONE: 360-855-0396

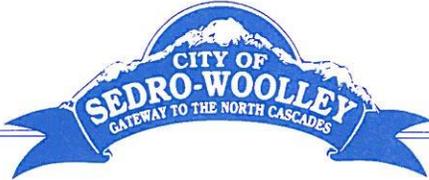
REQUIRED ENCLOSURE: Rate Sheet NO ADDITIONAL RATES



JUN 08 2011

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

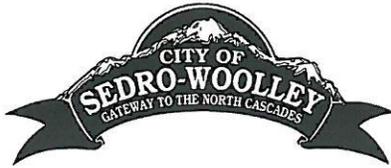
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SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

PUBLIC  
HEARING(S)



CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 08 2011

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

**Building and Planning Departments**

Sedro-Woolley Municipal Building

325 Metcalf Street

Sedro-Woolley, WA 98284

Phone (360) 855-9929

Fax (360) 855-0733

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**MEMO:**

**To:** City Council  
Mayor Anderson

**From:** Jack Moore   
Planning Director/ Building Official

**Date:** June 8, 2011

**Subject:** **Public Hearing** –for moratorium on permitting of activities involving medical marijuana

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**ISSUE**

Interim ordinance 1705-11 was adopted by Council on April 13, 2011 which established a 6-month moratorium on permitting activities involving medical marijuana.

RCW 36.70A.390 and/or RCW35A.63.220 require the City Council to hold a public hearing within sixty (60) days of adoption of the ordinance and adopt findings of fact and either justify its continued imposition or cancel the moratorium.

**EXHIBITS**

A. Proposed ordinance confirming continuance of previous ordinance

B. Ordinance 1705-11 (April 13, 2011)

**RECOMMENDATION**

Make a motion to adopt ordinance \_\_\_\_\_ to adopt Findings of Fact and continue Ordinance 1705-11, a moratorium on permitting activities involving medical marijuana.

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

**AN ORDINANCE ADOPTING FINDINGS OF FACT RATIFYING, CONFIRMING AND CONTINUING ORDINANCE 1705-11 ADOPTED APRIL 13, 2011 PROCLAIMING AN EMERGENCY AND PLACING A MORATORIUM ON THE PROCESSING OR ACCEPTING OF APPLICATIONS FOR PERMITS OR LICENSING AND ESTABLISHMENT FOR ANY BUILDING OR LAND USE ACTIVITY INVOLVING MEDICAL MARIJUANA DISPENSARIES AND CULTIVATING.**

**WHEREAS**, RCW 35A.63.220 and RCW 36.70A.390 authorizes Sedro-Woolley to enact moratoria to preserve the status quo while new plans or regulations are considered and prepared and will not be rendered moot and to hold a public hearing on the moratorium within 60 days of the commencement of the moratorium; and

**WHEREAS**, pursuant to the Growth Management Act (GMA), Chapter 36.70A RCW, the City Council has adopted the City of Sedro-Woolley Comprehensive Plan and Title 17 SWMC, the City of Sedro-Woolley Zoning Code, for the areas within the City of Sedro-Woolley's Urban Growth Area; and

**WHEREAS**, the GMA pursuant to RCW 36.70A.390 provides that the City Council may adopt a moratorium, interim zoning ordinance and interim official control in addition to authorization under RCW 35A.63.220; and

**WHEREAS**, on April 13, 2011 at a regularly scheduled City Council meeting, the City Council declared an emergency and adopted an immediate moratorium by unanimous passage of Ordinance 1705-11 upon the filing of applications for building permits or any other development permits, or license or the establishment for any existing building or land use activity involving medical marijuana adopting findings of fact and scheduling to hold necessary public hearings as required by law; and

**WHEREAS**, Pursuant to RCW 36.70A.390 and/or RCW 35A.63.220, the City Council may renew or continue the moratorium placed into effect through Ordinance 1705-11 for one or more six-month periods so long as a subsequent public hearing is held within 60 days and findings of fact are made to justify its action; and

**WHEREAS**, On June 8<sup>th</sup>, 2011, the City held a public hearing regarding the continuation of the moratorium established by Ordinance 1705-11.

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

**Section One.** The City Council hereby adopts the recitals set forth above in their entirety and makes the following findings:

1. Initiative Measure No. 692, approved November 3, 1998, created an affirmative defense for “qualifying patients” to the charge of possession of marijuana, and
2. The initiative and current Chapter 69.51A RCW are clear that nothing in its provisions are to be “construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes,” and
3. The Washington State Department of Health opines that it is “not legal to buy or sell” medical marijuana and further opines that “the law [chapter 69.51A RCW] does not allow dispensaries,” leaving enforcement to local officials, and
4. The City Council finds that the sale of marijuana, no matter how designated by dispensaries, is currently prohibited by state and federal law, and
5. The Washington State Legislature has considered and passed a bill clarifying and/or amending the legality of medical marijuana dispensaries and collective or cooperative grow operations under state law. Parts of the bill were signed by the Governor while others parts vetoed. The legislature has now indicated that more bills may be proposed and passed, which may, among other changes, expressly allow and license medical marijuana dispensaries and collective growing operations for use by qualifying patients under state law; and
6. The Governor of the State of Washington has sought guidance with the U.S. Department of Justice regarding the proposed state legislation allowing medical marijuana dispensaries and cultivating and how any conflicts with federal law would be resolved; and
7. Officials of the U.S. Department of Justice have indicated that proposed state legislation that allows medical marijuana dispensaries could result in potential prosecutions or civil penalties against dispensary owners and growers, as well as against state regulators enforcing the proposed law in a letter to the Governor attached hereto; and
8. The City's current zoning and business licensing regulations do not address medical marijuana dispensaries, related facilities or cultivation in a comprehensive fashion and may allow such establishments to be located in areas where the impacts associated with such facilities may be detrimental to the community; and
9. RCW 35A.63.220 and RCW 36.70A.390 authorize cities to adopt moratoria to preserve the status quo while new plans or regulations are considered and prepared and to hold a public hearing on the moratorium within 60 days of the commencement of the moratorium and that the City has adopted such emergency ordinance on April 13, 2011 by adoption of Ordinance 3519 and has held a public hearing on its continuance on June 8th, 2011 at a regularly scheduled hearing; and

10. The City Council finds that the secondary impacts associated with marijuana dispensaries and cultivation, include but are not limited to the invasion of the business, burglary and robbery associated with the cash and drugs maintained on the site, and

11. It is uncertain whether any proposed bill regarding medical marijuana dispensaries out of the State Legislature shall be passed in whole or in part by the Governor, shall become effective, and how it shall be reconciled with federal law; and.

12. The citizens of Sedro-Woolley would be well served if the City more fully addressed and understood the potential effects of these potential uses upon neighboring properties and the community as a whole; and

13. The City needs time to review existing information and any newly enacted changes to state law on the effects of these potential uses, impacts and conflicts with potential federal law, and to evaluate where such activities should be permitted if the City is required to accommodate such activity and to review the Sedro-Woolley Municipal Code in a comprehensive fashion to determine whether it sufficiently addresses the impacts of such uses, and if not, to adopt appropriate regulation; and

14. The City utilized the State Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property for evaluating constitutional issues, in conjunction with and to inform its review of the Ordinance. The City has utilized the process, a process protected under Attorney-Client privilege pursuant to law including RCW 36.70A.370(4), with the City Attorney's Office which has reviewed the Advisory Memorandum has discussed this Memorandum, including the "warning signals" identified in the Memorandum, with decisions makers, and conducted an evaluation of all constitutional provisions potentially at issue and advised of the genuine legal risks, if any, with the adoption of this Ordinance to assure that the proposed regulatory or administrative actions did not result in an unconstitutional taking of private property, consistent with RCW 36.70A.370(2); and

15. The City Council finds that an emergency exists within the City, and that imposing a moratorium and barring the acceptance of all applications for and the issuance of business licenses or land use/development approvals/permits under the Sedro-Woolley Municipal Code for medical marijuana dispensaries, cultivation or related facilities is necessary for the immediate preservation of the public peace, health, safety and welfare and for the support of City government and its existing institutions until additional review has been completed and any necessary code revisions have been adopted by the City Council; and

16. The City Council adopts this Ordinance for the express purpose of fostering its substantial government interest in ensuring that the City is in compliance with all applicable state and federal laws and to allow adequate time for staff to review its development regulations; and

17. The immediate enactment of a moratorium on the acceptance or processing of applications for building or land use activities involving a medical marijuana business, or

facilities within which a medical marijuana business will be operated, is necessary to protect the public health, safety, or welfare and is a legitimate exercise of the City's police power.

**Section Two.** That the City Council hereby ratifies, continues and renews the moratorium adopted through Ordinance 1705-11 for a six month period or at the time that the City's comprehensive review and possible amendment/adoption of regulations have been completed, whichever is sooner. The City Council shall make this decision to terminate the moratorium by ordinance, and termination shall not otherwise be presumed to have occurred. The City shall hold all necessary public hearings and adopt new findings as required under RCW 35A.63.220 and RCW 36.70A.390 if necessary and justified to continue the imposition of Ordinance 1705-11 until the City's review has been completed.

**Section Three.** This ordinance shall take effect immediately upon passage by the City Council.

**Section Four.** 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.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 8th day of June, 2011, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

By \_\_\_\_\_  
MIKE ANDERSON, Mayor

Attest: \_\_\_\_\_  
PATSY NELSON, Finance Director

Approved as to form:

\_\_\_\_\_  
ERON BERG, City Attorney

Published:

\_\_\_\_\_



**U.S. Department of Justice**

*United States Attorney*

*Eastern District of Washington*

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*Suite 340 Thomas S. Foley U. S. Courthouse (509) 353-2767  
P. O. Box 1494 Fax (509) 353-2766  
Spokane, Washington 99210-1494*

Honorable Christine Gregoire  
Washington State Governor  
P.O. Box 40002  
Olympia, Washington 98504-0002

April 14, 2011

Re: Medical Marijuana Legislative Proposals

Dear Honorable Governor Gregoire:

We write in response to your letter dated April 13, 2011, seeking guidance from the Attorney General and our two offices concerning the practical effect of the legislation currently being considered by the Washington State Legislature concerning medical marijuana. We understand that the proposals being considered by the Legislature would establish a licensing scheme for marijuana growers and dispensaries, and for processors of marijuana-infused foods among other provisions. We have consulted with the Attorney General and the Deputy Attorney General about the proposed legislation. This letter is written to ensure there is no confusion regarding the Department of Justice's view of such a licensing scheme.

As the Department has stated on many occasions, Congress has determined that marijuana is a controlled substance. Congress placed marijuana in Schedule I of the Controlled Substances Act (CSA) and, as such, growing, distributing, and possessing marijuana in any capacity, other than as part of a federally authorized research program, is a violation of federal law regardless of state laws permitting such activities.

The prosecution of individuals and organizations involved in the trade of any illegal drugs and the disruption of drug trafficking organizations is a core priority of the Department. This core priority includes prosecution of business enterprises that unlawfully market and sell marijuana. Accordingly, while the Department does not focus its limited resources on seriously ill individuals who use marijuana as part of a medically recommended treatment regimen in compliance with state law as stated in the October 2009 Ogden Memorandum, we maintain the authority to enforce the CSA vigorously against individuals and organizations that participate in unlawful manufacturing and distribution activity involving marijuana, even if such activities are permitted under state law. The Department's investigative and prosecutorial resources will continue to be directed toward these objectives.

Consistent with federal law, the Department maintains the authority to pursue criminal or civil actions for any CSA violations whenever the Department determines that such legal action is warranted. This includes, but is not limited to, actions to enforce the criminal provisions of the CSA such as:

- 21 U.S.C. § 841 (making it illegal to manufacture, distribute, or possess with intent to distribute any controlled substance including marijuana);
- 21 U.S.C. § 856 (making it unlawful to knowingly open, lease, rent, maintain, or use property for the manufacturing, storing, or distribution of controlled substances);
- 21 U.S.C. § 860 (making it unlawful to distribute or manufacture controlled substances within 1,000 feet of schools, colleges, playgrounds, and public housing facilities, and within 100 feet of any youth centers, public swimming pools, and video arcade facilities);
- 21 U.S.C. § 843 (making it unlawful to use any communication facility to commit felony violations of the CSA); and
- 21 U.S.C. § 846 (making it illegal to conspire to commit any of the crimes set forth in the CSA).

In addition, Federal money laundering and related statutes which prohibit a variety of different types of financial activity involving the movement of drug proceeds may likewise be utilized. The Government may also pursue civil injunctions, and the forfeiture of drug proceeds, property traceable to such proceeds, and property used to facilitate drug violations.

The Washington legislative proposals will create a licensing scheme that permits large-scale marijuana cultivation and distribution. This would authorize conduct contrary to federal law and thus, would undermine the federal government's efforts to regulate the possession, manufacturing, and trafficking of controlled substances. Accordingly, the Department could consider civil and criminal legal remedies regarding those who set up marijuana growing facilities and dispensaries as they will be doing so in violation of federal law. Others who knowingly facilitate the actions of the licensees, including property owners, landlords, and financiers should also know that their conduct violates federal law. In addition, state employees who conducted activities mandated by the Washington legislative proposals would not be immune from liability under the CSA. Potential actions the Department could consider include injunctive actions to prevent cultivation and distribution of marijuana and other associated violations of the CSA; civil fines; criminal prosecution; and the forfeiture of any

Honorable Christine Gregoire  
April 14, 2011  
Page 3

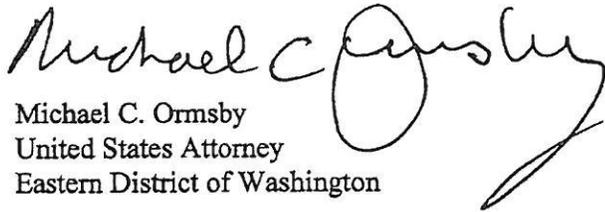
property used to facilitate a violation of the CSA. As the Attorney General has repeatedly stated, the Department of Justice remains firmly committed to enforcing the CSA in all states.

We hope this letter assists the State of Washington and potential licensees in making informed decisions regarding the cultivation, manufacture, and distribution of marijuana.

Very truly yours,



Jenny A. Durkan  
United States Attorney  
Western District of Washington



Michael C. Ormsby  
United States Attorney  
Eastern District of Washington

**ORDINANCE NO. 1705-11**

AN INTERIM ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING A MORATORIUM ON THE PROCESSING OR ACCEPTING OF APPLICATIONS, PERMITS OR LICENSING AND ESTABLISHMENT FOR ANY BUILDING OR LAND USE ACTIVITY INVOLVING MEDICAL MARIJUANA, PROVIDING FOR A PUBLIC HEARING, ESTABLISHING AN EFFECTIVE DATE AND PROVIDING THAT THE MORATORIUM, UNLESS EXTENDED, WILL SUNSET WITHIN SIX (6) MONTHS OF THE DATE OF ADOPTION.

WHEREAS, Initiative Measure No. 692, approved November 3, 1998, created an affirmative defense for “qualifying patients” to the charge of possession of marijuana, and

WHEREAS, the initiative and current Chapter 69.51A RCW are clear that nothing in its provisions are to be “construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes,” and

WHEREAS, the Washington State Department of Health opines that it is “not legal to buy or sell” medical marijuana and further opines that “the law [chapter 69.51A RCW] does not allow dispensaries,” leaving enforcement to local officials, and

WHEREAS, the City Council finds that the sale of marijuana, no matter how designated by dispensaries, is currently prohibited by state and federal law, and

WHEREAS, the Washington State Legislature is considering at least one bill clarifying the legality of medical marijuana dispensaries and collective or co-operative grow operations that if passed and signed by the Governor may, among other changes, expressly allow and license medical marijuana dispensaries for use by qualifying patients; and

WHEREAS, the City's current zoning and business licensing regulations do not address medical marijuana dispensaries, related facilities or cultivation in a comprehensive fashion and may allow such establishments to be located in areas where the impacts associated with such facilities may be detrimental to the community; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize cities to adopt moratoria to preserve the status quo while new plans or regulations are considered and prepared and to hold a public hearing on the moratorium within 60 days of the commencement of the moratorium; and

WHEREAS, the City Council finds that the secondary impacts associated with marijuana dispensaries and cultivation, include but are not limited to the invasion of the business, burglary and robbery associated with the cash and drugs maintained on the site, and

WHEREAS, the citizens of Sedro-Woolley would be well served if the City more fully addressed and understood the potential effects of these potential uses upon neighboring properties and the community as a whole; and

WHEREAS, the City needs time to review existing information and any newly enacted changes to state law on the effects of these potential uses and to evaluate where such activities should be permitted if the City is required to accommodate such activity and to review the Sedro-Woolley Municipal Code in a comprehensive fashion to determine whether it sufficiently addresses the impacts of such uses, and if not, to adopt appropriate regulation; and

WHEREAS, the City Council finds that an emergency exists within the City, and that imposing a moratorium and barring the acceptance of all applications for and the issuance of business licenses or land use/development approvals/permits under the Sedro-Woolley Municipal Code for medical marijuana dispensaries, cultivation or related facilities is necessary for the immediate preservation of the public peace, health, safety and welfare and for the support of City government and its existing institutions until additional review has been completed and any necessary code revisions have been adopted by the City Council; and

WHEREAS, the City Council adopts this Ordinance for the express purpose of fostering its substantial government interest in ensuring that the City is in compliance with State laws and to allow adequate time for staff to review its development regulations; and

WHEREAS, the immediate enactment of a moratorium on the acceptance or processing of applications for building or land use activities involving a medical marijuana business, or facilities within which a medical marijuana business will be operated, is necessary to protect the public health, safety, or welfare and is a legitimate exercise of the City's police power; and

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

**SECTION 1.** That the City Council adopts the recitals set forth above as its findings of fact justifying adoption of this Ordinance and incorporates those recitals as if set forth fully herein.

**SECTION 2.** Pursuant to the provisions of RCW 36.70A.390 and RCW 35A.63.220, a moratorium is hereby imposed on the acceptance or processing of any applications or licenses for businesses, building or land use activities relating to a medical marijuana business, cultivation or dispensary, or facilities within which a medical marijuana business or dispensary will be operated, unless the application was fully vested under Washington's vested rights doctrine prior to the adoption of this Ordinance.

**SECTION 3.** “Medical marijuana business or dispensary, or facilities” is hereby defined as any individual, business, corporation or other entity which sells, cultivates, grows or otherwise dispenses medical marijuana.

**SECTION 4.** This moratorium shall remain in effect for six months from the date of its adoption unless earlier terminated or renewed if a subsequent public hearing is held and findings of fact are made prior to each renewal.

**SECTION 5.** It is the intent of the City Council to repeal the moratorium as soon as it adopts amended development regulations that address zoning and land use issues associated with the establishment of medical marijuana businesses dispensaries or facilities within which such businesses are operated. However, if the City Council deems it necessary, the moratorium may be renewed for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

**SECTION 6.** Pursuant to RCW 36.70A.390 and/or RCW 35A.63.220, the City Council shall hold a public hearing on this moratorium within sixty (60) days of its adoption. The Council has scheduled a public hearing for June 8<sup>th</sup>, 2011. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium, and either justify its continued imposition or cancel the moratorium.

**SECTION 7.** 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.

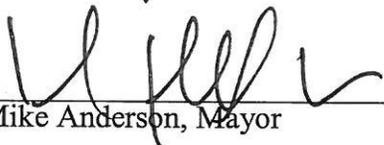
**SECTION 8.** Effective Date and Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of business licenses, building applications, permits or other types of land

use/development permits/approvals, such applications could become vested under regulations subject to change by the City in this comprehensive review and regulation amendment/adoption process. This Ordinance will not affect any existing rights, or any vested applications previously submitted to the City.

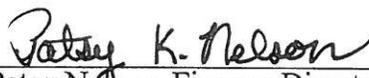
**SECTION 9. Ordinance to be Transmitted to Department.** Pursuant to RCW 36.70A.106, this Interim Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley at a regular meeting thereof this 13<sup>th</sup> day of April, 2011.

SIGNED AND APPROVED this 13<sup>th</sup> day of April, 2011.

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

Attest:

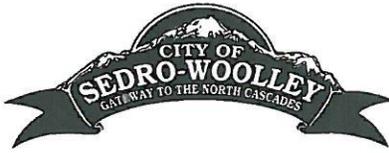
  
\_\_\_\_\_  
Patsy Nelson, Finance Director

Approved as to form:

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

Published April 18, 2011

NEW  
BUSINESS



CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 08 2011

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 12

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

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## MEMO:

**To:** City Council  
Mayor Anderson

**From:** Jack Moore   
Planning Director/ Building Official

**Date:** June 8, 2011

**Subject:** Proposed modification to *Use Restrictions* in the Mixed Commercial (MC) zone and Central Business District (CBD)

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## ISSUE

Should the Council modify SWMC 17.20.010 and 17.24.010 to require conditional use permit approval for new quasi-public uses within the MC zone and Central Business District?

## PROJECT DESCRIPTION / HISTORY

In the summer of 2010, the Mayor and Planning Department received comments from citizens/commercial property owners, questioning whether quasi-public uses are appropriate in the core shopping district and that quasi-public uses do not contribute to the retail climate of the downtown area and may actually hinder existing and future businesses. In August the Planning Commission held a public hearing to review the issue. As a result of the hearing, the Planning Commission recommended, and the City Council approved, changes to Chapter 17.24 SWMC to make quasi-public uses a conditional use on a portion of Metcalf Street in the CBD.

During the Council discussion leading up to the passage of the Metcalf Street restrictions, the Council contemplated the possible problems that quasi-public uses may have in the entire CBD, as well as other areas of the City. The Council passed the earlier ordinance, but instructed the Planning Commission to review the potential impacts of quasi-public uses on neighborhoods and make a recommendation as to what zones would best receive quasi-public uses.

The Planning Commission held an Open Record Public Hearing on March 17, 2011 to gather public testimony on the subject of requiring Conditional Use approval for quasi-public uses in the two zones that quasi-public uses are outright allowed: the MC and CBD. The planning commission unanimously recommended adoption of the attached modifications to the municipal code which designate quasi-public uses as Conditional Use in the MC and CBD.

**EXHIBIT A:** Proposed ordinance to modify SWMC 17.20.010 and 1724.010

## RECOMMENDED ACTIONS

Make a motion to adopt ordinance \_\_\_\_\_ to modify SWMC 17.20.010 and 17.24.010 as attached to designate quasi-public uses as Conditional Uses in the Mixed Commercial zone and Central Business District.

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

**AN ORDINANCE MODIFYING SWMC 17.20.010 AND 17.24.010, REQUIRING CONDITIONAL USE APPROVAL FOR QUASI-PUBLIC USES IN THE MIXED COMMERCIAL ZONE AND CENTRAL BUSINESS DISTRICT**

**WHEREAS**, In August, 2010, at the request of several property owners, the Sedro-Woolley Planning Commission held a public hearing to review the appropriateness of various allowed uses in the Central Business District (CBD), including quasi-public uses; and

**WHEREAS**, As a result of the hearing, the Planning Commission made a motion to recommend that the City Council approve the proposed changes to Chapter 17.24 SWMC to make quasi-public uses a conditional use in a portion of the CBD. The Council acted on that recommendation and approved ordinance 1693-10 modifying the CBD zoning code to make quasi-public uses a conditional use on portions of Metcalf Street in the downtown business core; and

**WHEREAS**, During the Council discussion leading up to the passage of ordinance 16931-10, the Council contemplated that quasi-public uses may be best reviewed as a conditional use in the entire CBD, as well as other areas of the City, including the Mixed Commercial (MC) zone. The Council passed ordinance 1693-10, but instructed staff to ask the Planning Commission to review the potential impacts of quasi-public uses on neighborhoods and make a recommendation as to what zones would best receive quasi-public uses; and

**WHEREAS**, the Sedro-Woolley Planning Commission held an Open Record Public Hearing on March 15, 2011 to gather public testimony on the subject of requiring Conditional Use approval for quasi-public uses in the MC zone and CBD; and

**WHEREAS**, the Planning Commission unanimously recommended to adopt the attached modifications to the municipal code; and

**WHEREAS**, a SEPA environmental checklist was reviewed and a DNS was issued on April 8, 2011; and

**WHEREAS**, pursuant to RCW 36.70A.106, a 60-day notice of intent to adopt a development regulation was sent to the Washington State Department of Commerce; and

**WHEREAS**, the City Council finds the proposed amendments to the SWMC to be consistent with and implement the intent of the Sedro-Woolley Comprehensive Plan; and

**WHEREAS**, the City Council has concluded that it is in the best interest of the public health, safety and welfare to adopt this ordinance;

**WHEREAS**, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance;

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

**Section 1.** Sedro-Woolley Municipal Code 17.20.010(A) shall be modified as follows:  
~~3. Quasi-public uses~~

Sedro-Woolley Municipal Code 17.20.010(B) shall be modified as follows:  
B. Conditional Uses. Quasi-public uses. Wireless communications facilities. All other uses not otherwise prohibited.

**Section 2.** Sedro-Woolley Municipal Code 17.24.010(A) shall be modified as follows:  
~~5. Quasi-public uses, provided that quasi-public uses are not permitted along Metcalf Street between Warner Street and Moore Street (SR20) without approval as a Conditional Use;~~

Sedro-Woolley Municipal Code 17.24.010(B) shall be modified as follows:  
B. Conditional Uses  
1. Alcohol serving establishments.  
2. All uses not permitted above  
3. Quasi-public uses

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

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

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

Attest:

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

Approved as to form:

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

Published:

COMMITTEE  
REPORTS  
AND  
REPORTS  
FROM  
OFFICERS

EXECUTIVE  
SESSION