

Next Ord: 1733-12  
Next Res: 858-12

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

**CITY COUNCIL AGENDA**

**February 22, 2012**

**7:00 PM**

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

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar .....Pages 1-116

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 #73834 to #73923 in the amount of \$445,052.22.
    - Payroll Checks #52395 to #52502 in the amount of \$193,630.96.
  - c. Possible Contract Award - Automated Refuse Truck - Solid Waste Systems, Inc.
  - d. Professional Services Agreements No. 2012-PS-01 through 09 for Miscellaneous On-Call Professional Services
  - e. Re-appointment of Beverly Ringhouse and Dagni Cole to the Sedro-Woolley Library Board
4. Proclamation- Declaring 2012 as Year of the Girl and Celebrating 100 Years of Girl Scouting.....Page 117-118
    - b. Sedro-Woolley Library Story-Walk Presentation

**APPEAL**

5. Appeal of Hearing Examiner’s Decision on CUP-1-11/Tom Swett.....See Separate Book

**PUBLIC COMMENT** (Limited to 3-5 minutes)

**PUBLIC HEARINGS**

6. Moratorium on permitting of activities involving medical marijuana.....Page 121-132

**NEW BUSINESS**

7. Proposed Comprehensive Plan Amendments – 2012 Docket..... Page 133-140 and Attachment

8. 2012 Closure Days.....Page 141-147
- a. Resolution - Rescinding Resolution 854-11 (*action requested*)
  - b. Ordinance - Restoring the Mayor's Salary (*action requested*)
  - c. Approving an MOU with AFSCME (*action requested*)

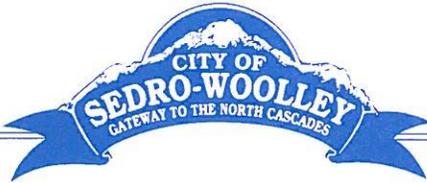
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION**

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

FEB 22 2012

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 13



DATE: February 22, 2012  
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 22, 2012 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

\_\_\_ Ward 1 Councilmember Kevin Loy  
\_\_\_ 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.

FEB 22 2012

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
February 8, 2012 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiburger, Planner Moore, 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 (Including February 1, 2012 Worksession)
- Finance
  - Claim Checks #73745 to #73833 in the amount of \$113,486.63.
  - Payroll Checks #52284 to #52394 in the amount of \$251,911.39
- Possible Bid Award – Public Works Agreement No. 2012-PW-01 thru 12 Miscellaneous On-Call Maintenance Services
- Ordinance No. 1730-12 – Reserve Fund Revision
- Ordinance No. 1731-12 – Repealing Chapters of the SWMC

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

Public Comment

Myra Martin – 708 Brickyard Blvd. addressed the Council regarding home break-ins. She noted she had addressed the Council regarding the same subject previously and is questioning what citizens can do to help. She said she is aware of at least 7 home break-ins and they are happening in broad daylight.

Police Chief Wood noted that there has been a huge increase in burglaries. He noted an article will be appearing in the paper which will encourage citizens to notify the police and to be aware of suspicious activity within their neighborhoods. He also addressed the “Block Watch” programs and that officers are currently working overtime patrolling neighborhoods as well as the detectives have been working to try to come up with solutions. Chief Wood also noted this is a county-wide problem and there is communication ongoing between the different law enforcement agencies.

Discussion ensued regarding going through the 911 Dispatch center.

Troy Erwin – 124 N. Reed, addressed the Council regarding a previous discussion of a cross walk to be located at Reed Street and Highway 20.

Engineer Freiburger noted within the scope of the highway project they attempted to locate a crosswalk at Reed Street and Highway 20 but DOT would not allow it. He did address the plans for a crossing between Haines and Puget which is a pedestrian crossing to include a HAWK signal.

Erwin also noted he is in favor of the proposed Juvenile Rehabilitation program to be located at the Northern State site.

Elizabeth Fernando – 805B Metcalf Street, owner of Simply Silver and More, commented on the great job of snow removal this year during the recent snow event. She also thanked Councilmembers Sandström, Lemley and Loy who were downtown during the snow storm to check on the businesses. She did address some drainage issues on the East side of Metcalf as the snow melted.

## **NEW BUSINESS**

### Ordinance – Community Center Fees for Consecutive Users

City Supervisor/Attorney reviewed the history of the changes in the Community Center Fees to include a cleaning fee for the hard cleaning after each rental. This was approved by Council last year. At the time of the change, there was no consideration of multi-day rentals. The proposed ordinance corrects the multi day rental so they pay the cleaning fee only once.

Councilmember Lemley moved to adopt Ordinance 1732-12 An Ordinance Amending SWMC 12.36 to Establish a New Rental Rate for Consecutive Users. Seconded by Councilmember Wagoner. Motion carried (6-0).

### Scheduling of Council Retreat

City Supervisor/Attorney Berg noted that generally after the formation of a new Council a retreat is held. He reviewed the topics from the last retreat which included discussion on economic growth, including a revised vision statement and mission statement. He noted since that time the economy has taken a turn for the worse and revenue streams are getting tighter with increased mandates which cause considerable strain on the City budget. Berg proposed scheduling a day long retreat to focus on prioritizing functions and services of the City, looking toward the next budget year. He proposed the retreat to be held sometime in May. He also noted the Swinomish Tribe has offered space in their new hotel including food at no cost to the city.

Council discussion ensued regarding ramifications of accepting free space and food and various dates. The consensus was to hold the retreat on May 10<sup>th</sup> or May 17<sup>th</sup> and to take the Tribe up on their offer. The final date will be announced in the near future.

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

Police Chief Wood – reported on a restitution hearing in Superior Court to recover medical expenses incurred by a criminal. Wood presented a brief background of the event and noted the Prosecutor was successful in getting the restitution order. Chief Wood also noted that the department may be losing an officer who has applied to another agency. Putting on his Rotary hat, Wood reported on the progress of the proposed skate board park. He noted the enthusiasm is high for the project and they are beginning fundraising efforts. The park proposes to be a quality park with a possible economic boost to the City.

Fire Chief Klinger – reported on the authorization to proceed with the 2010 FEMA grant for mobile data terminals.

Planner Moore – reported the Cascade Middle School project pre-app is scheduled for next Wednesday. He also reported two appeal requests have been received on Conditional Use Permit #1-11 for Hydroponic gardening. Moore advised the Council not to discuss the issue with anyone as the closed record hearing will be held at the next Council meeting.

Mayor Anderson also stressed no discussion of the issue.

Engineer Freiburger – reported on the Highway 20 project which is essentially complete. Item remaining is the signal and a few punch list items.

Discussion of DOT not allowing the crossing request at Reed and Highway 20, the HAWK system which will be implemented for the crossing located between Haines and Puget, placards at other crossings stating “no crossings allowed” and traffic revision signs.

City Supervisor/Attorney Berg – reported the City has been approached by a producer for a program called “Today in America” hosted by Terry Bradshaw. He noted the show runs once nationally on the Discovery channel and is rebroadcast numerous times in the regional markets. There was some excitement for participation until the funding requirements were disclosed. There is a follow up conference call scheduled for Friday to gather more information. The Chamber of Commerce is intrigued as a marketing aspect. More information will be presented after the follow up call.

Discussion ensued regarding value of the advertisement and the possible need to develop a marketing plan and strategy.

Finance Director Nelson –reported that Standard and Poor is reassessing the City’s credit standing on the GO bonds for the public safety portion of the City Hall building. She is working on gathering the information requested and will report the results when available.

Councilmember Loy – reported the County Parks Department will be paving the trail from where it ends in Burlington to the edge of the city limits of Sedro-Woolley. They are also looking for grant funding to pave from the Sedro-Woolley city limits to Fruitdale Road. A volunteer program is being considered for maintenance of the trail from Sedro-Woolley East to Concrete.

Councilmember Storrs – thanked Engineer Freiburger and Planner Moore for their written progress reports placed in the Council packets.

Councilmember Wagoner – noted the discussion of the inappropriateness as a Council body of endorsing the upcoming school levy, but as an individual person wanted to remind everyone to vote.

Councilmember Sandström – questioned the condition of Hammer Heritage Square which seems to be deteriorating. He questioned the quality of the staining of the Gazebo.

Nathan Salseina – noted the stain work is fine but the gazebo will need ongoing maintenance. He noted they do not have the proper tools to make the spindles. A call has been placed to the High School wood shop to see if they might be able to make the parts. The sealant used was a high quality industry standard product.

Councilmember Sandström – also reported receiving calls from people regarding late night solicitors in the vicinity of Independence Blvd. He questioned what solutions can be offered.

A discussion ensued regarding peddler’s rights and enforcement.

## **EXECUTIVE SESSION**

The meeting adjourned to executive session at 7:55 P.M. for the purpose of litigation pertaining B&M v. Sedro-Woolley, RCW 42.30.110(1)(i), litigation pertaining to Grandview v. Sedro-Woolley, RCW 42.30.110(1)(i), and Collective Bargaining AFSCME, RCW 42.30.110(1)(g) a for approx 20 minutes with possible decision.

The meeting reconvened at 8:38 P.M.

Councilmember Storrs moved to approve the memorandum of understanding between the City of Sedro-Woolley and AFSCME regarding Shane Walley. Motion carried (6-0).

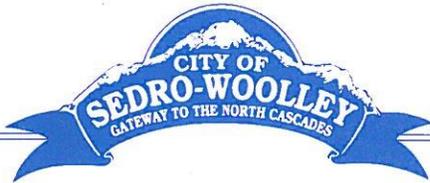
Councilmember Lemley moved to adjourn. Councilmember Wagoner seconded. Motion carried (6-0).

The meeting adjourned at 8:40 P.M.

FEB 22 2012

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

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DATE: February 22, 2012  
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 22, 2012.

Motion to approve Claim Checks #73834 to #73923 in the amount of \$445,052.22.

Motion to approve Payroll Checks #52395 to #52502 in the amount of \$193,630.96.

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.

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73834	ALL-PHASE ELECTRIC	REPAIR/MAINT-GARAGE	FD	31.23
		RESOURCE CONCERVATION	PK	177.75
		OPERATING SUPPLIES	ST	205.47
		WARRANT TOTAL		414.45
73835	ANACO TV & APPLIANCE	SMALL TOOLS & MINOR EQUIP	FD	754.16
		WARRANT TOTAL		754.16
73836	APSCO INC.	MAINT OF GENERAL EQUIP	SWR	4,089.86
		WARRANT TOTAL		4,089.86
73837	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	8.22
		MISC-LAUNDRY	ST	10.98
		LAUNDRY	SWR	10.12
		LAUNDRY	SWR	31.59
		WARRANT TOTAL		60.91
73838	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	8,160.11
		WARRANT TOTAL		8,160.11
73839	ASSOC OF WASH CITIES	ASSOC OF WA CITIES DUES	FIN	6,515.00
		WARRANT TOTAL		6,515.00
73840	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	151.00
		AUTO FUEL	CS	58.88
		AUTO FUEL	PD	1,554.89
		AUTO FUEL/DIESEL	FD	660.37
		AUTO FUEL/DIESEL	PK	360.66
		AUTO FUEL/DIESEL	ST	493.11
		WARRANT TOTAL		3,278.91
73841	AT & T	TELEPHONE	PD	38.63
		WARRANT TOTAL		38.63
73842	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP	PK	96.93
		WARRANT TOTAL		96.93
73843	BAY CITY SUPPLY	OPERATING SUP - CITY HALL	PK	197.52
		OPERATING SUPPLIES	SWR	315.13
		WARRANT TOTAL		512.65
73844	BERG VAULT COMPANY	OPERATING SUPPLIES	SWTR	1,714.00
		WARRANT TOTAL		1,714.00
73845	BIOSCIENCE, INC.	MAINTENANCE OF LINES	SWR	1,150.00
		WARRANT TOTAL		1,150.00
73846	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
73847	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	66.62
		PUBLIC UTILITIES	FD	367.11



WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS & MAINTENANCE	PD	83.32
		REPAIRS & MAINTENANCE	PD	83.32
		REPAIRS & MAINTENANCE	PD	83.32
		REPAIRS & MAINTENANCE	PD	83.32
		REPAIRS & MAINTENANCE	PD	83.32
		REPAIRS & MAINTENANCE	PD	83.32
		REPAIRS & MAINTENANCE	PD	83.32
		REPAIRS & MAINTENANCE	PD	83.32
		REPAIRS & MAINTENANCE	PD	83.32
		REPAIRS & MAINTENANCE	PD	83.32
		WARRANT TOTAL		1,583.08
73855	E & E LUMBER	REPAIR/MT-BINGHAM PARK	PK	9.11
		REPAIR/MT-BINGHAM PARK	PK	.96-
		REPAIR/MT-BINGHAM PARK	PK	22.72
		REPAIR/MT-BINGHAM PARK	PK	83.34
		REPAIR/MT-HAMMER SQUARE	PK	4.10-
		REPAIR/MAINTENANCE-EQUIP	ST	9.20
		CONST-SR20 WIDENING		4.41
		CONST-SR20 WIDENING		7.40
		CONST-SR20 WIDENING		14.30
		CONST-SR20 WIDENING		17.14
		CONST-SR20 WIDENING		5.06
		CONST-SR20 WIDENING		31.14
		OPERATING SUPPLIES	SAN	10.81
		SMALL TOOLS & MINOR EQUIP	SAN	19.67
		WARRANT TOTAL		229.24
73856	ELLIS, MIKE	UNIFORMS/ACCESSORIES	PD	103.00
		MACHINERY & EQUIPMENT	PD	87.89
		WARRANT TOTAL		190.89
73857	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	33.53
		SUPPLIES	FIN	93.70
		OFFICE/OPERATING SUPPLIES	PD	54.50
		WARRANT TOTAL		181.73
73858	FASTENAL COMPANY	OPERATING SUPPLIES	SWR	2.73
		WARRANT TOTAL		2.73
73859	FRONTIER	TELEPHONE	PD	52.09
		TELEPHONE	PD	47.80
		PUBLIC UTILITIES-CITY HALL	PK	56.52
		PUBLIC UTILITIES-CITY HALL	PK	104.18
		TELEPHONE	CEM	57.12
		TELEPHONE	LIB	102.82
		TELEPHONE	SWR	209.33
		TELEPHONE	SAN	83.15
		WARRANT TOTAL		713.01
73860	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		75.00

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73861	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	20.75
		WARRANT TOTAL		20.75
73862	INTERWEST CONSTRUCTION INC.	CONST-SR20 WIDENING		202,730.74
		CONST-SR20 WIDENING SK COUNTY		55,400.00
		CONST-SR20 WIDENING WSDOT 1104		4,500.00
		WARRANT TOTAL		262,630.74
73863	IWORQ SYSTEMS	SUPPLIES/BOOKS	PLN	600.00
		OFF/OPER SUPPS & BOOKS	INSP	600.00
		WARRANT TOTAL		1,200.00
73864	JR'S RV REPAIR & REBUILD	OPERATING SUPPLIES	SWR	38.83
		WARRANT TOTAL		38.83
73865	LABCORP	PROF SERVICE-MEDICAL EXAMS	FD	96.75
		WARRANT TOTAL		96.75
73866	LEGACY TELECOMMUNICATIONS INC	REPAIRS/MAINT-EQUIP	FD	358.12
		REPAIRS/MAINT-EQUIP	FD	27.14
		MAINTENANCE CONTRACTS	SWR	1,839.40
		WARRANT TOTAL		2,170.38
73867	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	SWTR	69.46
		REPAIRS/MAINTENANCE	SWTR	253.49
		WARRANT TOTAL		322.95
73868	LOWELL, DAVID D.	ASSOCIATE'S FEES	JUD	200.00
		WARRANT TOTAL		200.00
73869	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
73870	MOUNT VERNON, CITY OF	OPERATING LEASE-COMPUTER	PD	2,454.88
		WARRANT TOTAL		2,454.88
73871	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	657.86
		REPAIR & MAINT - AUTO	PD	797.15
		REPAIR & MAINT - AUTO	PD	58.22
		REPAIR & MAINT - AUTO	PD	47.34
		REPAIR & MAINT - AUTO	PD	32.81
		REPAIRS/MAINT-EQUIP	FD	100.79
		REPAIRS/MAINT-EQUIP	FD	117.39
		WARRANT TOTAL		1,811.56
73872	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	11.23
		OPERATING SUPPLIES	SWTR	16.49
		WARRANT TOTAL		27.72
73873	OCLC, INC.	CATALOGUE SUBSCRIPTION	LIB	140.76
		WARRANT TOTAL		140.76

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73874	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	SWR	157.93
		WARRANT TOTAL		157.93
73875	PACIFIC COMMERCIAL LOCK & KEY	REPAIR/MT-MEMORIAL PARK	PK	147.10
		ENHANCEMENT PROJECT	PK	819.62
		OPERATING SUPPLIES	SWTR	583.95
		WARRANT TOTAL		1,550.67
73876	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	SAN	1,748.59
		WARRANT TOTAL		1,748.59
73877	PARTSMASTER	OPERATING SUPPLIES	SWR	96.43
		SMALL TOOLS & MINOR EQUIP	SWR	145.13
		WARRANT TOTAL		241.56
73878	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	31.44
		TUITION/REGISTRATION	LIB	12.00
		BOOKS, PERIOD, RECORDS	LIB	24.85
		WARRANT TOTAL		68.29
73879	PLATT	MAINT OF GENERAL EQUIP	SWR	822.32
		WARRANT TOTAL		822.32
73880	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	18.10
		UTILITIES-RIVERFRONT	PK	189.01
		UTILITIES-HAMMER SQUARE	PK	42.76
		UTILITIES-BINGHAM & MEMORIAL P		33.34
		UTILITIES - OTHER	PK	30.20
		PUBLIC UTILITIES-CITY HALL	PK	180.29
		PUBLIC UTILITIES	CEM	121.72
		PUBLIC UTILITIES	ST	33.34
		PUBLIC UTILITIES	LIB	52.64
		PUBLIC UTILITIES	SWR	187.16
		PUBLIC UTILITIES	SAN	42.76
		WARRANT TOTAL		931.32
73881	PUGET SOUND ENERGY	REPAIRS & MAINTENANCE	PD	9.93
		PUBLIC UTILITIES	ST	8,608.59
		WARRANT TOTAL		8,618.52
73882	PURCHASE POWER	POSTAGE	JUD	351.25
		POSTAGE	FIN	239.50
		POSTAGE	LGL	5.68
		POSTAGE	LGL	.89
		POSTAGE	PLN	52.73
		POSTAGE	ENG	63.65
		POSTAGE	PD	205.98
		POSTAGE	FD	4.09
		POSTAGE	INSP	35.64
		POSTAGE	PK	1.33
		POSTAGE	CEM	16.12
		POSTAGE	SWR	145.04

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 02/22/2012 (Printed 02/15/2012 10:57)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		POSTAGE	SAN	66.94
		OPERATING SUPPLIES	SWTR	11.16
		WARRANT TOTAL		1,200.00
73883	REICHHARDT & EBE ENG, INC	CONST-SR20 WIDENING SK COUNTY		16,976.71
		WARRANT TOTAL		16,976.71
73884	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	172.70
		WARRANT TOTAL		172.70
73885	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	53.37
		WARRANT TOTAL		53.37
73886	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	49.76
		WARRANT TOTAL		49.76
73887	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	16.55
		OPERATING SUPPLIES	FD	7.18
		FLEET OPERATIONS & MAINT	CEM	106.21
		REPAIR/MAINTENANCE-EQUIP	ST	28.18
		REPAIR/MAINTENANCE-EQUIP	ST	4.59
		REPAIRS/MAINTENANCE	SWTR	33.01
		WARRANT TOTAL		195.72
73888	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	1,993.23
		MISC-FILING FEES/LIEN EXP	SAN	681.65
		OPERATING SUPPLIES	SWTR	150.62
		WARRANT TOTAL		2,825.50
73889	SK CO DEPT OF EMERG MGMT	DEPT OF EMERG MANAGEMENT	EMG	595.16
		WARRANT TOTAL		595.16
73890	SKAGIT CO. DISTRICT COURT	DISTRICT COURT SURCHARGE	JUD	1,680.00
		WARRANT TOTAL		1,680.00
73891	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	42,807.46
		WARRANT TOTAL		42,807.46
73892	SKAGIT COUNTY SHERIFF	PRISONERS	PD	4,969.70
		WARRANT TOTAL		4,969.70
73893	SKAGIT FARMERS SUPPLY	REPAIRS/MT-RV PARK	PK	14.93
		OPERATING SUPPLIES-PROPANE	ST	9.81
		OPERATING SUPPLIES	SAN	194.50
		WARRANT TOTAL		219.24
73894	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	727.30
		WARRANT TOTAL		727.30
73895	SKAGIT VALLEY HERALD	MISC-DUES/SUBSCRIP/MEMSHIP PLN		47.00
		DUES/SUBSCRIPTIONS	ENG	47.00
		MISC-DUES	INSP	47.00

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		141.00
73896	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP	SAN	52.88
		WARRANT TOTAL		52.88
73897	ANDERSON, ROGER	UNIFORM CLEANING	PD	10.82
		WARRANT TOTAL		10.82
73898	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	185.03
		OFFICE/OPERATING SUPPLIES	PD	93.06
		OFFICE SUPPLIES	FD	59.85
		PORTABLE EQUIPMENT	SWR	261.29
		WARRANT TOTAL		599.23
73899	SKAGIT REGIONAL CLINICS PHARMACY	RETIRED MEDICAL	PD	27.00
		RETIRED MEDICAL	PD	65.00
		RETIRED MEDICAL	PD	39.00
		RETIRED MEDICAL	PD	68.40
		RETIRED MEDICAL	PD	58.00
		WARRANT TOTAL		257.40
73900	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
73901	TASER INTERNATIONAL	MACHINERY & EQUIPMENT	PD	89.00
		WARRANT TOTAL		89.00
73902	TRAFFIC SAFETY SUPPLY CO.	OPERATING SUPPLIES	ST	1,267.03
		WARRANT TOTAL		1,267.03
73903	TRI-BORO SERVICES	MAINT OF GENERAL EQUIP	SWR	1,562.36
		WARRANT TOTAL		1,562.36
73904	TRUEMAN EMBROIDERY	UNIFORMS/ACCESSORIES	PD	22.00
		WARRANT TOTAL		22.00
73905	TRUE VALUE	OPERATING SUPPLIES	FD	42.72
		OPERATING SUPPLIES	FD	1.19
		SMALL TOOLS & MINOR EQUIP	FD	7.56
		REPAIR/MT-HAMMER SQUARE	PK	5.82
		OPERATING SUPPLIES	SAN	47.56
		OPERATING SUPPLIES	SAN	53.00
		OPERATING SUPPLIES	SAN	3.51
		WARRANT TOTAL		161.36
73906	US BANK -- PURCHASE CARDS	TRAVEL	LGS	10.50
		TRAVEL	LGS	119.56
		TRAVEL	LGS	478.24
		MEALS/TRAVEL	EXE	48.64
		MEALS/TRAVEL	EXE	148.97
		MEALS/TRAVEL	EXE	24.59
		MISC-DUES/SUBSCRIPTIONS	FIN	230.00

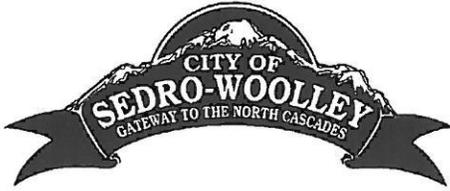
CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 02/22/2012 (Printed 02/15/2012 10:57)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MISC-DUES/SUBSCRIPTIONS	FIN	50.00
		SMALL TOOLS/MINOR EQUIP	IT	97.48
		AUTO FUEL	CS	59.88
		MISC-TUITION/REGISTRATION	PLN	12.00
		TRAVEL	ENG	9.00
		TRAVEL	ENG	97.42
		TUITION/REGISTRATION	ENG	135.00
		OPERATING SUPPLIES	FD	165.00
		SMALL TOOLS & MINOR EQUIP	FD	24.15
		SMALL TOOLS & MINOR EQUIP	FD	45.01-
		SMALL TOOLS & MINOR EQUIP	FD	84.36
		SMALL TOOLS & MINOR EQUIP	FD	89.35
		SMALL TOOLS & MINOR EQUIP	FD	232.48
		SMALL TOOLS & MINOR EQUIP	FD	46.62-
		SUPPLIES	LIB	131.87
		SUPPLIES	LIB	134.44
		TRAVEL	LIB	568.80
		BOOKS, PERIOD, RECORDS	LIB	.18-
		BOOKS, PERIOD, RECORDS	LIB	.17-
		BOOKS, PERIOD, RECORDS	LIB	.18-
		BOOKS, PERIOD, RECORDS	LIB	79.00
		MEALS/TRAVEL	SWR	22.14
		WARRANT TOTAL		2,960.71
73907	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	30.45
		WARRANT TOTAL		30.45
73908	VALLEY AUTO SUPPLY	REPAIR & MAINT - AUTO	PD	22.62
		REPAIR/MAINTENANCE-EQUIP	ST	79.41
		REPAIRS/MAINT-EQUIP	SAN	94.52
		REPAIRS/MAINT-EQUIP	SAN	91.95
		REPAIRS/MAINT-EQUIP	SAN	16.35
		OPERATING SUPPLIES	SAN	100.38
		REPAIRS/MAINTENANCE	SWTR	42.19
		WARRANT TOTAL		447.42
73909	VOYAGER FLEET SYSTEMS INC.	AUTO FUEL/DIESEL	FD	32.01
		WARRANT TOTAL		32.01
73910	VAN'S EQUIPMENT RENT. INC	EQUIPMENT RENTAL	PK	116.04
		WARRANT TOTAL		116.04
73911	WA ASSOC OF SHERIFFS &	DUES/SUBSCRIPTIONS	PD	180.00
		WARRANT TOTAL		180.00
73912	WA LIBRARY ASSOCIATION	TUITION/REGISTRATION	LIB	175.00
		WARRANT TOTAL		175.00
73913	WA ASSOC OF BUILDING OFF	MISC-DUES	INSP	45.00
		WARRANT TOTAL		45.00
73914	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	4,832.41

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	4,832.41
73915	WA STATE DEPT OF REVENUE	TAXES AND ASSESSMENTS	PK 15.30
		TAXES AND ASSESSMENTS	CEM 173.28
		TAXES AND ASSESSMENTS	LIB 6.64
		MAINTENANCE OF LINES	SWR 141.45
		TAXES AND ASSESSMENTS	SWR 5,407.02
		TAXES & ASSESSMENTS	SAN 5,444.88
		WARRANT TOTAL	11,188.57
73916	WA ST DEPT OF TRANSPORT	CONST-SR20 WIDENING	10,000.00
		WARRANT TOTAL	10,000.00
73917	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD 192.50
		WARRANT TOTAL	192.50
73918	WAPATO POLICE DEPARTMENT	PRISONERS	PD 19.12
		WARRANT TOTAL	19.12
73919	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN 9,285.04
		WARRANT TOTAL	9,285.04
73920	WEST PAYMENT CTR	WESTLAW SERVICES	LGL 230.14
		WARRANT TOTAL	230.14
73921	WOOD'S LOGGING SUPPLY INC	POSTAGE	FIN 7.85
		POSTAGE	FIN 7.85
		REPAIRS/MAINT-EQUIP	PD 96.17
		MAINTENANCE OF LINES	SWR 48.70
		OPERATING SUPPLIES	SWR 10.79
		WARRANT TOTAL	155.66
73922	ROTH BROTHERS	ROLLOFF FEES	136.64
		WARRANT TOTAL	136.64
73923	NEVINS, JESSICA CPA	GEN BUSN LICENSES & PERMITS	35.00
		WARRANT TOTAL	35.00
		RUN TOTAL	445,052.22

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	47,183.65
101	PARK FUND	6,120.02
102	CEMETERY FUND	474.45
103	STREET FUND	10,976.54
104	ARTERIAL STREET FUND	289,686.90
105	LIBRARY FUND	1,744.89
401	SEWER FUND	23,841.87
412	SOLID WASTE FUND	62,149.53
425	STORMWATER	2,874.37
TOTAL		445,052.22

DEPARTMENT	AMOUNT
001 000 000	35.00
001 000 011	608.30
001 000 012	7,569.36
001 000 013	247.53
001 000 014	7,216.04
001 000 015	2,736.71
001 000 017	97.48
001 000 018	269.76
001 000 019	734.89
001 000 020	406.01
001 000 021	22,564.66
001 000 022	3,363.18
001 000 024	739.57
001 000 025	595.16
FUND CURRENT EXPENSE FUND	47,183.65
101 000 076	6,120.02
FUND PARK FUND	6,120.02
102 000 036	474.45
FUND CEMETERY FUND	474.45
103 000 042	10,976.54
FUND STREET FUND	10,976.54
104 000 042	289,686.90
FUND ARTERIAL STREET FUND	289,686.90
105 000 072	1,744.89
FUND LIBRARY FUND	1,744.89
401 000 035	23,841.87
FUND SEWER FUND	23,841.87
412 000 000	136.64
412 000 037	62,012.89
FUND SOLID WASTE FUND	62,149.53
425 000 039	2,874.37
FUND STORMWATER	2,874.37
TOTAL	445,052.22



CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 22 2012

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

**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  
Automated Refuse Truck  
Solid Waste Systems, Inc.**

DATE: February 10, 2012 (for Council action February 22, 2012)

**RECOMMENDATION:** The Public Works Department Solid Waste Division recommends that a contract in the amount of \$291,640.25 be awarded to Solid Waste Systems, Inc. for one (1) Automated Refuse Truck. This award is done under the terms of the Agreement for Ride-On to the City of Tacoma Bid #PW08-0636F.

**EXPLANATION:** The 2012 ERR includes purchase of an automated refuse truck to replace Unit 506, a 1998 CCC Front Loader refuse truck. This truck was purchased used and is well worn and in need of major overhaul or replacement. Mayor Anderson, Eron Berg, Mark Freiberger and Leo Jacobs met on Tuesday, February 7, 2012 to review the need for the purchase, the specifications and timing for the purchase, and recommend that the purchase move forward. The committee also recommended deferral of the planned 2013 purchase of a second automated refuse truck until 2014. The 2012 purchase will be made as a ride on under our Interlocal Agreement with the City of Tacoma and per terms of Tacoma's contract PW08-0636F with Solid Waste Systems, Inc. contract.

**FINANCIAL:**

Funds for this project are available from the Account 501 Equipment Repair and Replacement Fund.

**REVENUE**

Account 501 ERR Fund balance at 12/31/11	\$573,700
Additional Deposits planned for 2012	\$366,000
<b>Subtotal Revenue</b>	<b>\$939,700</b>

**ESTIMATED EXPENDITURES – 2012**

Fleet Maintenance (\$4,340/mo)	\$ 52,085
This Acquisition	\$291,640
Other planned purchases (Cues Camera for WTF)	\$ 40,000
<b>Subtotal 2012 Expenditures</b>	<b>\$383,725</b>

**Expected Ending Fund Balance** **\$555,975**

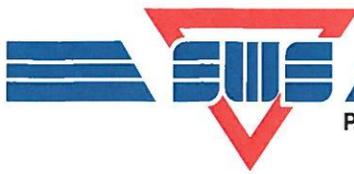
**ANALYSIS:**

Sufficient funds are currently available from the ERR for this acquisition. We anticipate additional scheduled deposits of \$366,000 for the period January – December 2012, leaving an expected fund balance of \$555,975 at the end of the year after the proposed acquisition.

This purchase is included in the 2012 Budget at \$292,000.

**MOTION:**

***Move to award a contract in the amount of \$291,640.25 with Solid Waste Systems, Inc. for one (1) automated refuse truck under the terms of the Agreement for Ride-On to the City of Tacoma Bid #PW08-0636F. Move to authorize City Supervisor Eron Berg to sign a purchase order in the amount of \$291,640.25 with Solid Waste Systems, Inc.***



12/16/2011

Mr. Leo Jacob  
Solid Waste Supervisor  
Solid Waste  
315 South Sterling  
Sedro-Woolley, WA 98284

Dear Mr. Jacobs

REF: BID EXTENSION WITH THE CITY OF TACOMA.  
SPEC#PW08-0636F, Contract #4600005030

Solid Waste Systems, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Sedro-Woolley for the purchase of (1) one or more Automated Refuse Trucks through a bid extension with the City of Tacoma, reference PW08-0636F. All conditions that applied to this bid will apply to this extension.

Following, please find the breakdown of the base prices and options per unit.

**2011 Peterbilt 320 and ISX 11.9Liter engine**

Current list price of chassis, per City of Sedro-Woolley specification-\$172,021.00 minus discount per bid of 22.5% or \$38,704.73 for a total of \$133,316.27  
Please reference attached specifications.

\$ 133,316.27

Early Pay Option – Chassis must be paid for on Receipt of chassis at the body company.

-\$1,000.00

**2011 Labrie, Automizer Automated Sideloader**

Current list price of Automizer Sideloader body, per City of Sedro-Woolley specification-\$140,083.70 minus discount per bid of 8% or \$11,206.70 for a total of \$128,877.00.  
Please reference attached specifications.

\$ 128,877.00

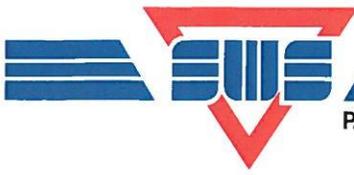
Labrie Body Steel Surcharge

\$ 3,711.00

Washington state B&O for Chassis pass through

\$ 1,190.85

[www.solidwastesystems.com](http://www.solidwastesystems.com)



**SOLID WASTE SYSTEMS, INC.** "Waste Equipment Specialists"

P.O. BOX 13040 • SPOKANE, WA 99213-3040 • PHONE (509) 533-9000 • FAX (509) 533-1050 • 1-800-U WASTE 1

Subtotal	\$ 266,095.12
State Sale Tax (9.6%)	\$ 25,545.13
Total	\$ 291,640.25

The increases in price shown above for the body and the chassis are due to a number of factors primarily due to rapid increases in commodity prices in steel, aluminum, tires, electronics, etc and the 2010 engine EPA requirements. The above price increases are controlled by option pricing put in the original bid and price escalation / de-escalation wording supplied in the City of Tacoma bid documents.

Again, all other terms, prices, delivery quotations and all conditions will remain the same as this Tacoma bid. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Respectfully,  
*Dave Crossley*

Dave Crossley  
Solid Waste Systems, Inc.  
Refuse Division

[www.solidwastesystems.com](http://www.solidwastesystems.com)



SALES • PARTS • SERVICE





**Solid Waste Systems,**  
 718 Griffin Ave #248  
 Enumclaw, Wa 98022  
 360-897-6581 Fax: 509-533-1050  
 1-800-892-7831

**QUOTE**

Quote #: DMBCQ1922  
 Date: 12/16/11  
 Sales Rep: Dave Crossley  
 Customer No:

**Quote To:**

City of Sedro-Woolley  
 Mr. Leo Jacobs  
 315 South Sterling  
 Sedro WoolleyWA 98284  
 360-855-1884 Fax: 360-855-9024

**Ship To:**

City of Sedro-Woolley  
 Mr. Leo Jacobs  
 315 South Sterling  
 Sedro Woolley WA 98284  
 360-855-1884

FOB: Destination  
 Ship Via: BESTWAY  
 Est. Ship Date: 90 days rcpt of chassis  
 Terms: Net 15

**We are pleased to propose the following for your consideration**

Qty	Description	Unit Price	Ext. Price
1	Peterbilt 320, ISX 11.9 320V	\$132,316.27	\$132,316.27
1	Labrie Automizer Right Hand Side Loader Unitized Body 29 cu. yd	\$128,877.00	\$128,877.00
1	Auxiliary Arm Controls: RH-Side, In-Cab (Rocker Switch) located under Drivers Seat		
1	Grabber Counting Device: counts number of carts dumped		
1	Grab Pack Programmable Packer Cycle After Cart Pick-Up		
1	Light: (4) LED Multi-Function Strobe/Turn signals, amber, 4" additional red central brake light & stop-tail lights in upper tailgate light box		
1	Back Up Lights (Qty 2 Additional On Mid-Body Rubrails) Bulb Type		
1	Back Up Lights (Qty 2 Additional On Tailgate) Bulb Type		
1	Work Light Kit Dual In-Cab Switch, Bulb Type		
1	LED Light Package (Additional Red, Central LED Brake Light On Tailgate, LED Stop, Turn & Tail Lights In Upper Tailgate Light Box		
1	Triple Safety Vision with 6.8" LCD Monitor (incl. heater, auto-switcher & shutter) Hopper, Tailgate, and Streetside Mirror		
1	Hydraulic Pressure Gauge On Main Valve		
1	Clean out tools (broom, hoe & shovel kit including brackets installed at front-of-body)		
1	Crusher Panel (Panel width will vary according to arm or body config)		
1	Deflector shield to protect wiring at tailgate hinge point		
1	Ground level grease blocks: for tailgate & hopper door		
1	Road Way Display Signs - 48in H. x 96in L.		
1	One color body paint, Base coat/Clear coat		
1	Bolt-on parts including Light Box, Side Panels and ICC bumper painted Body color		
1	Auto Lube System, Chassis, Body, and Arm		

Qty	Description	Unit Price	Ext. Price
1	Chock Holders with Chain and Hanger, Installed at Tandems		
1	Fire Extinguisher including brackets- 20 lbs		
1	Environmental spill kit installed on body		
1	Freight from Labrie to Sedro-Woolley WA		
1	PDI Body		
1	Labrie Body Steel Surcharge	\$3,711.00	\$3,711.00
1	Washington State B&O for Chassis pass through	\$1,190.85	\$1,190.85
	SubTotal		\$266,095.12
1	Sales Tax 9.6%	\$25,545.12	\$25,545.12
		<b>Order Total</b>	<b>\$291,640.24</b>

---

PRICES SUBJECT TO CHANGE DUE TO CHANGING STEEL PRICES - SALES TAX NOT INCLUDED - THANK YOU!

By: \_\_\_\_\_ Accepted \_\_\_\_\_ Date \_\_\_\_\_

QUOTE VALID FOR 30 DAYS

**PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE**



Western Peterbilt, Inc. W395  
P.O. Box 24065

CITY OF SEDRO-WOOLEY  
315 STERLING STREET

Seattle, Washington United States 98124

SEDRO-WOOLEY, Washington United States  
98284

Phone: (206) 624-7383  
Fax: (206) 340-0416  
Email: sfox@westernpeterbilt.com

Phone: (360) 855-1884  
Fax: (360) 855-0707  
Contact Email:  
Prepared for: LEO JACOBS

### Vehicle Summary

Unit		Chassis	
Model:	Model 320	Fr Axle Load (lbs):	18740
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description:	SEDRO WOOLEY 320 ASL ISX	G.C.W. (lbs):	64740
<b>Application</b>		<b>Road Conditions:</b>	
Intended Serv.:	Refuse/On-Highway	Class A (Highway)	100
Commodity:	Refuse, Scrap	Class B (Hwy/Mtn)	00
<b>Body</b>		Class C (Off-Hwy)	00
Type:	Automated Side Loader/Push-Out	Class D (Off-Road)	00
Length (ft):	20	Maximum Grade:	6
Height (ft):	13.5	Wheelbase (in):	215
Max Laden Weight (lbs):	10000	Fr Axle to BOC (in):	0.1
<b>Trailer</b>		Cab to Axle (in):	214.9
No. of Trailer Axles:	0	Cab to EOF (in):	272.0
Type:		<b>Special Req.</b>	
Length (ft):	0		
Height (ft):	0.0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
<b>Restrictions</b>			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**

	Ask your dealer for a quote today, or visit our website @ <a href="http://www.paccarfinancial.com">www.paccarfinancial.com</a> .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	12/14/2011 2:04:23 PM	<b>Complete</b>	Model Number:	Model 320
Effective Date:	Jul 1, 2011		Quote/DTPO/CO:	Q75839563
Prepared by:	Stu Fox		Version Number:	23.10



Western Peterbilt, Inc. W395  
P.O. Box 24065

CITY OF SEDRO-WOOLEY  
315 STERLING STREET

Seattle, Washington United States 98124

Phone: (206) 624-7383  
Fax: (206) 340-0416  
Email: sfox@westernpeterbilt.com

SEDRO-WOOLEY, Washington United States  
98284

Phone: (360) 855-1884  
Fax: (360) 855-0707  
Contact Email:  
Prepared for: LEO JACOBS

	Description	Weight
<b>Base Model</b>		
	<b>Model 320</b>	15,670
	<b>Refuse, Scrap</b>	0
	<b>Refuse/On-Highway</b> Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
	<b>Automated Side Loader/Push-Out</b>	0
<b>Frame &amp; Equipment</b>		
	<b>10-3/4in Steel Rails 306-342in</b> 10.75x3.5x.375 Dimension, 2,136,000 RBM	167
	<b>Full Steel Inner Liner</b>	664
	<b>FEPTO Provision w/o Bumper Extension</b> Includes 1350 Series Front Drive PTO attachment provision, radiator with PTO cut-out in grille, radiator protection sleeve, and bumper extension.	5
	<b>EOF Square without Xmbr</b> For use with body builder installed crossmember.	0
	<b>Omit Rear Mudflaps and Hangers</b>	0
<b>Front Axle &amp; Equipment</b>		
	<b>Dana Spicer D2000F 20,000 lb, 3.5in Drop</b> Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
	<b>Taper Leaf Springs, Shocks 20,000 lb</b>	0
	<b>Power Steering Sheppard SD110 Dual</b> Glidekote splines on steering shaft extend service life of components.	40
	<b>PHP10 Iron LMS Hubs</b> 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	0
	<b>5in Drop IPO 3.5in, Front Axle</b>	5

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Printed: 12/14/2011 2:04:23 PM  
Effective Date: Jul 1, 2011  
Prepared by: Stu Fox

**Complete**

Model Number: Model 320  
Quote/DTPO/CO: Q75839563  
Version Number: 23.10



Description	Weight
<b>Bendix Air Cam Front Drum Brakes 16.5x6</b> For use with 20,000 lbs to 22,000 lbs steer axles or FSD16 front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	0
<b>Rear Axle &amp; Equipment</b>	
<b>Dana Spicer D46-170 46,000 lb</b> Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
<b>PHP10 Iron LMS Hub</b> 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	60
<b>Parking Brakes (Axle Package)</b>	-20
<b>Refuse Service Brakes, All Axles</b>	0
<b>Rear Brake Camshaft Reinforcement</b>	9
<b>Heavy Wall, Drive Axle(s)</b>	88
<b>Lube Pump, Drive Axle(s)</b>	36
<b>SBM Valve</b> Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
<b>Anti-Lock Braking System (ABS) 6S6M</b> ABS-6. Includes air braking system.	35
<b>Synthetic Axle Lubricant All Axles</b> The conventional model product line includes Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
<b>Bendix Air Cam Rear Drum Brakes 16.5x7</b> Inc automatic slack adjusters & outboard mounted brake drums.	0
<b>Ratio 4.56 Rear Axle</b>	0
<b>Hendrickson Haulmaax HMX460 46,000 lb, 54in AS</b> 60K Creep Rating	-15

## Engine & Equipment

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	12/14/2011 2:04:23 PM	<b>Complete</b>	Model Number:	Model 320
Effective Date:	Jul 1, 2011		Quote/DTPO/CO:	Q75839563
Prepared by:	Stu Fox		Version Number:	23.10



Description	Weight
<b>ISX11.9 320R 320/2100 1150@1200 Refuse Service</b> (2010 Emissions) Includes alum flywheel housing. Chevron Delo LE SAE 15W40 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N20300 P029 No....Idle Shutdown Enable N20380 P001 65....Max Speed in Top Gear N20400 P059 65....Maximum Cruise Speed N20440 P030 5.....Idle Shutdown Timer	925
<b>CARB Engine Idling Compliance</b> PACCAR PX-6, PX-8 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
<b>PACCAR 130 Amp Alternator, Brushless w/Voltage Regulator.</b> Remote Sense is not available or needed with the PACCAR Alternator. At low engine RPM, the PACCAR Alternator puts out 80 amps verses 60 amps on other alternators. 12 Volt system with circuit protection for reliable easy maintenance & service. Weather pack silicone sealed electrical chassis connectors enhance value, durability, reliability. Wires numbered every 4" or less.	0
<b>Immersion Type Pre-Heater 110-120V</b> Phillips	2
<b>PACCAR 12V Starter</b>	0
<b>3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA</b> Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
<b>Big Switch Battery Disconnect</b> Mounted on battery box	4
<b>2-Speed Fan Clutch For Frequent Start/Stops</b>	0
<b>18.7 CFM Air Compressor</b> Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
<b>PACCAR Fuel Filter, Unheated</b> With water in fuel (WIF) sensor	0
<b>Engine Protection Shutdown</b> Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
<b>High Efficiency Cooling System</b> Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage.	0
<b>Wing Nut Style Mounted Grille</b>	0

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Effective Date:	Jul 1, 2011		Quote/DTPO/CO:	Q75839563
Prepared by:	Stu Fox		Version Number:	23.10



Description	Weight
<b>16in FVG Air Cleaner Horizontal Mounted</b> (FVG16-0619) Dual Element/Dual Stage. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
<b>Pre-Cleaner ECG</b>	13
<b>Exhaust Vertical LH</b> (2010 Emissions) DPF/SCR transverse mounted.	0
<b>Curved Tip Standpipe(s)</b>	0
<b>42in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)</b>	6

#### Transmission & Equipment

<b>Allison 4500 RDS-P Rugged Duty Series</b> Includes Rear Transmission Support, TranSynd Transmission Fluid, and Water Oil Heat Exchange. Also includes new features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation)	520
<b>1810 HD Driveline With Single Midship Bearing</b> with 4.5in x .180 wall tubing	59
<b>Allison 5-Speed Configuration - Wide Ratio Gears</b> Allison 4500 Trans only	0
<b>Allison Output Function `S` - Neutral Indicator</b> for PTO. (Allison Vocation Package #115) Required on Refuse Packer Applications.	0
<b>Allison Load Based Shift Schedule (LBSS)</b>	0

#### Air & Trailer Equipment

<b>Bendix AD-IP EP Air Dryer with Heater</b> Extended Purge (for use with higher consumption applications). Includes Single-Bolt Dessicant Cartridge and wet Air Tank.	0
<b>Berg Pull Cord Drain Valve(s) - All Air Tanks</b>	0
<b>(1) Bendix Dv2 Auto Drain Valve with Heater</b>	6
<b>Wire Braid Brake Hose - Rear</b>	15
<b>Nylon Chassis Hose</b>	0
<b>Wire Braid Brake Hose - Front</b>	4
<b>Steel Painted Air Tanks</b> All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0

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	Description	Weight
<b>Tires &amp; Wheels</b>		
	<b>FF: GY 18ply 385/65R22.5 G296 MSA</b>	24
	<b>RR: GY 16ply 11R22.5 G287 MSA</b>	176
	<b>Code-rear Tire Qty 08</b>	0
	<b>FF: Alcoa 823640 Plt 22.5x12.25 Alm Whl</b> Pilot Mount. 11,000 lb. load rating per wheel.	-68
	<b>RR: Accur 50291 Plt 22.5x8.25 Stl Whl</b> Heavy Duty	40
	<b>Code-rear Rim Qty 08</b>	0
<b>Fuel Tanks</b>		
	<b>26in Aluminum 80 Gallon Fuel Tank LH BOC</b> Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	13
	<b>Location LH BOC Rear-Most 80 Gallon</b>	0
	<b>Fuel Cooler</b> Required with single fuel tank.	0
	<b>Top Of Fuel Tank 5in Below Top Of Frame</b>	0
	<b>DEF Tank Mounted LH BOC</b> Model 320 mounted LH cab fender.	0
	<b>DEF Tank 320</b>	0
<b>Battery Box &amp; Bumper</b>		
	<b>Steel Space Saver Battery Box LH Back Of Cab</b>	0
	<b>Mount Space Saver Battery Box w/Top of box 8in</b> below Top of Frame	0
	<b>Steel Bumper Channel Painted</b> Includes two front tow eyes with pins.	0
<b>Cab &amp; Equipment</b>		
	<b>53in LCF Cab RH Drive</b> Use with auto trans. Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, engine tunnel mounted control console, removable instrument panel with speedometer message center, engine oil pressure gauge, cigar lighter and ashtray, two inside sunvisors, 16in steering wheel with integrated horn button, tilt adjustable column, view window in LH door, 18in step height on each side, extended metal step with additional grab handle LH/RH, self-canceling turn signals and Front Directionals and Side Mounted Turn Signals.	0

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Description	Weight
<b>4.5 Inch Rubber Flares on Cab and Wheel Well Fenders</b>	0
<b>Sears C2 Driver Seat</b>	0
<b>Peterbilt Passenger Seat</b>	0
<b>Air Ride Driver</b>	15
<b>Mid Back Driver</b>	50
<b>Fabric Driver</b>	0
<b>Non-Air Ride Passenger</b>	0
<b>Low Back Passenger</b>	0
<b>Vinyl Passenger</b>	0
<b>Gray Interior Color</b> Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover.	0
<b>Diamond Plate Floor Covering on Driver side floor</b> in place of Rubber Mat.	6
<b>Door Pads Padded Vinyl with Carpet Inserts</b>	6
<b>Rear Window Back of Cab Standard Tint</b> 18.5in X 54in	0
<b>Combo Fresh Air Heater/Air Conditioner</b> With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	4
<b>(1) Aux Defrost Fan in Cab</b>	2
<b>SSTL Mirrors Ea Side Heated and Motorized</b> with Switch on Door	2
<b>(1) Air Horn 24.5in Chrome - Round w/Horn Shield</b>	0
<b>ConcertClass Audio System with CD</b> Includes weatherband.	2
<b>Peterbilt Electric Windshield Wipers</b> with Intermittent Feature	0
<b>(2) Grabhandles Horizontal Front of Cab</b> under windshield. (For access to windshield for cleaning.)	4
<b>Triangle Reflector Kit Shipped Loose</b>	13
<b>Backup Alarm (107dB)</b>	6
<b>Oil Temp Gauge Trans - Main</b> Allison Transmission	0
<b>Air Restriction Indicator Filterminder Mounted</b> on inside of air cleaner bracket.	0
<b>(2) Additional Electric Rocker Switches</b>	0
<b>Headlights Dual Rect Halogen</b>	0
<b>(5) Light Guards on Marker Lights</b>	2

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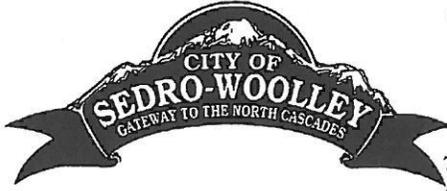


	Description	Weight
	<b>(5) LED Clearance with (2) LED Marker Lights</b> Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door.	0
	<b>Omit Stop/Tail/Backup Lights</b> Available with Full Truck only. Not available with Tractor.	0
	<b>Kysor Solid State Flasher HD</b>	0
<b>Paint</b>		
	<b>Paint Color Selection within Paint Deck</b>	0
	<b>(1) Color Dupont Two Stage - Cab/Hood</b> Base Coat/Clear Coat N85020 1 - L1324EB RICH BLUE N85200 FRAME N0001EA BLACK N85300 WHEEL N0006EA WHITE	0
<b>Shipping Destination</b>		
	<b>Shipping Destination</b> (Specify by narrative) N8990 SHIP TO LABRIE- QUBEC CANADA	0
<b>Options Not Subject To Discount</b>		
	<b>Engine Surcharge - 2010 MX/ISX15/ISX11.9</b>	0
<b>Miscellaneous</b>		0
<b>Total Weight</b>		18595

**Prices and Specifications Subject to Change Without Notice.**

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CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 22 2012

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

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
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 Agreements No. 2012-PS-01 through 09 for  
Miscellaneous On-Call Professional Services**  
DATE: February 15, 2012 (for Council action February 22, 2012)

**ISSUE**

Should Mayor Anderson execute the attached Professional Services Agreements No. 2012-PS-01 through 09 as noted below for miscellaneous on-call professional service agreements?

**BACKGROUND/DISCUSSION**

The city has utilized the services of various firms for on-call professional services for miscellaneous engineering, land surveying and other professional services. The attached agreements represent the 2012 on-call services that are anticipated.

Following is a list of these agreements and proposed use:

- 2012-PS-01 – Widener & Associates – NTE \$50,000 – on-call environmental services
- 2012-PS-02 – Skagit Surveyors & Engineers – NTE \$25,000 – miscellaneous assistance with legal descriptions and minor surveying
- 2012-PS-03 – Lisser & Associates PLLC – NTE \$25,000 – miscellaneous assistance with legal descriptions and minor surveying.
- 2012-PS-04 – Bright Rain Solutions – NTE \$10,000 – assistance with GIS mapping and support.
- 2012-PS-05 – SCADA & Controls Engineering Inc. – NTE \$10,000 – software support and minor modifications to Wastewater SCADA systems.
- 2012-PS-06 – GeoTest Services Inc. – NTE \$5,000 – on-call materials testing and inspections
- 2012-PS-07 – Materials Testing & Consulting Inc. - \$5,000 – on-call materials testing and inspections.
- 2012-PS-08 Guardian Northwest Title & Escrow – NTE \$5,000 – title and escrow.
- 2012-PS-09 Infrastructure Technologies LLC – NTE \$10,000 – WWTP GIS and CCTV software customization

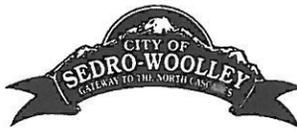
**FINANCE**

Individual Task Order will be issued for work items as needed. Budgets will be identified and approval sought through the normal process. Task order work will generally be from one of the following budget line items:

- 001.000.020.532.20.41.00 Professional Services – Engineering \$10,000
- 401.000.035.535.80.41.00 Professional Services - Sewer Fund \$49,200
- 425.000.039.539.80.41.00 Professional Services – Stormwater \$12,680

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Professional Services Agreements No. 2012-PS-01 through 09 as noted above for miscellaneous on-call professional service agreements.***



**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-01**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **23rd** day of **February, 2012**, 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 **Widener & Associates** whose address is **10108 32<sup>nd</sup> Avenue W., Suite D, Everett, WA 98204-1302**, 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, as **environmental services as assigned by task order** as 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 \_\_\_\_\_

[ x ] 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. Standard of Care.**

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

#### **5. 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.

#### **6. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. 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 **\$50,000.00** without prior approval of the Director of Public Works/City Engineer.

#### **7. 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.

#### **8. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2012**.

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.

### **9. 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.

### **10. 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.

### **11. City Business and Occupation License.**

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

### **12. Indemnification.**

The 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.

The 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.

The 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.

The 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.

The 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.

### **13. Insurance.**

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 million minimum**) as are acceptable to the City.

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.

**14. 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.

**15. 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.

**16. 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.

**17. Ratification.**

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

**18. Assignability.**

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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. MRSC Roster Registration.**

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

**24. Washington State Department of Retirement Systems.**

Have you retired under the 2008 early retirement factors? Yes  No  N/A

**25. 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 \_\_\_\_\_, 2012.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

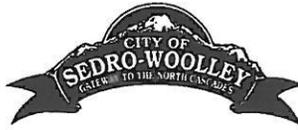
\_\_\_\_\_  
City Attorney

CONTRACTOR:

Widener & Associates

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





**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-02**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **23th** day of **February, 2012** 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 and Engineers Inc.** whose address is **806 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, as **On Call Engineering Services 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. Standard of Care.**

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

**5. 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.

**6. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. 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 \$ **25,000.00** without prior approval of the Director of Public Works/City Engineer.

**7. 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.

**8. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2012**.

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.

#### **9. 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.

#### **10. 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.

#### **11. City Business and Occupation License.**

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

#### **12. Indemnification.**

The 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.

The 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.

The 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.

The 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.

The 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.

#### **13. Insurance.**

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$2 Million**) as are acceptable to the City.

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 (\$2 Million) 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.

**14. 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.

**15. 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.

**16. 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.

**17. Ratification.**

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

**18. Assignability.**

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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. MRSC Roster Registration.**

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

**24. Washington State Department of Retirement Systems.**

Have you retired under the 2008 early retirement factors? Yes  No  N/A

**25. 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 **23rd** day of **February, 2012**.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

Skagit Surveyors & Engineers

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

# EXHIBIT B

Skagit Surveyors, Inc. d/b/a  
**Skagit Surveyors & Engineers**

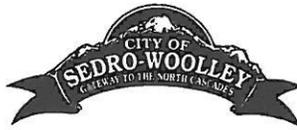
SURVEYING-CIVIL ENGINEERING-SUBDIVISIONS-LAND USE PLANNING-ELEVATIONS  
806 Metcalf Street, Sedro-Woolley, WA 98284 - PHONE (360) 855-2121 - FAX (360) 855-1658

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Skagit Surveyors & Engineers Fee Schedule for Surveying, Planning and Engineering services effective October 7, 2010 are as follows:

	<u>RATE</u>
• Principal Engineer or Principal Surveyor	\$125/hr.
• Principal Engineer or Principal Surveyor- Litigation Preparation/Expert Witness	\$150/hr.
• Licensed Surveyor	\$100/hr.
• Licensed Engineer	\$100/hr.
• Certified Planner	\$100/hr.
• Certified Planner-Litigation Preparation/Expert Witness	\$150/hr.
• Project Engineer or Project Surveyor	\$ 90/hr.
• Project Engineer or Project Surveyor- Litigation Preparation/Expert Witness	\$125/hr.
• Assistant Project Manager	\$ 80/hr.
• CAD Design Technician	\$ 75/hr.
• Two Person Survey Crew	\$150/hr.
• Additional Crew Member	\$ 75/hr.
• One Person with Equipment in Field	\$100/hr.
• One Person with RTK- GPS Equipment	\$125/hr.
• Minimum Fee for Bench Mark	\$600.00
• Minimum Fee for Elevation Certificate	\$900.00
• Minimum Fee for Establishing Bench Mark & Completing Elevation Certificate	\$1200.00
• Minimum Fee for Office Consultation	\$100/hr.
• Office Assistant	\$ 60/hr.
• Outside expenses incurred for supplies used in extraordinary quantities or special equipment used on a project	Actual Cost Plus 5%

This Rate Schedule is subject to change without notice. Fees, such as Permit or Application Fees are not included in this Schedule.



**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-03**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **23rd** day of **February, 2012** 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 **Lisser & Associates PLLC** whose address is **PO Box 1109, 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, as **On Call Survey Services 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. Standard of Care.**

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

#### **5. 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.

#### **6. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. 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 \$ **25,000.00** without prior approval of the Director of Public Works/City Engineer.

#### **7. 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.

#### **8. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2012**.

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.

### **9. 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.

### **10. 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.

### **11. City Business and Occupation License.**

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

### **12. Indemnification.**

The 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.

The 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.

The 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.

The 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.

The 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.

### **13. Insurance.**

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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) 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.

**14. 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.

**15. 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.

**16. Scope of Agreement.**

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

**19. Notices.**

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**20. 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.

**21. 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.

**22. 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.

**23. MRSC Roster Registration.**

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

**24. Washington State Department of Retirement Systems.**

Have you retired under the 2008 early retirement factors? Yes  No  N/A

**25. 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 **23rd** day of **February, 2012**.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

Lisser & Associates PLLC

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

# EXHIBIT B

## LISSER & ASSOCIATES PLLC

### FEE SCHEDULE FOR LAND SURVEYING SERVICES

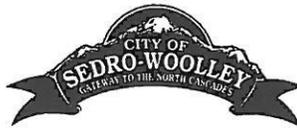
EFFECTIVE JANUARY 1, 2008

#### OFFICE PERSONNEL

Principal	\$155.00 per hour
Licensed Professional Personnel	\$ 85.00 per hour
Surveying Technician	\$ 75.00 per hour
Draftsperson	\$ 60.00 per hour
Office Assistant	\$ 48.00 per hour
Office expense (special printing, fees paid etc.)	Cost plus 15%

#### FIELD PERSONNEL

2 person crew	\$145.00 per hour
2 person crew (construction work)	\$150.00 per hour
3 person crew	\$180.00 per hour
3 person crew (construction work)	\$185.00 per hour
Special field supplies	Cost plus 15%



**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-04**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **23rd** day of **February, 2012** 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 **Bright Rain Solutions** whose address is **2907 N. Kensington Street, Arlington, VA 22207** 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, as **On Call GIS Support Services 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. Standard of Care.**

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

#### **5. 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.

#### **6. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. 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 **\$10,000.00** without prior approval of the Director of Public Works/City Engineer.

#### **7. 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.

#### **8. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2012**.

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.
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### **9. 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.

### **10. 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.

### **11. City Business and Occupation License.**

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

### **12. Indemnification.**

The 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.

The 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.

The 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.

The 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.

The 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.

### **13. Insurance.**

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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) 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.

**14. 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.

**15. Amendments.**

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**18. Assignability.**

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

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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.

**21. 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.

**22. 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.

**23. MRSC Roster Registration.**

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

**24. Washington State Department of Retirement Systems.**

Have you retired under the 2008 early retirement factors? Yes  No  N/A

**25. 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 **23rd** day of **February, 2012**.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

Bright Rain Solutions

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

**Bright Rain Solutions**  
**Consulting Services Rate Sheet**

**Standard Rates**

**GIS Consulting Services Hourly Rate: \$120**

**Invoices**

Services will be invoiced monthly along with detailed time and tasks report.

**Payment**

Payment is due thirty (30) days after date of invoice. Client may not withhold any amounts due hereunder unless notification is given in writing and allowance for reasonable cure. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

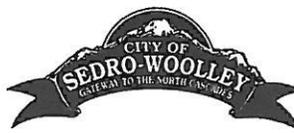
**Expenses**

Client will reimburse Contractor for its reasonable and necessary cost of travel and out-of-pocket. Expense reports will be submitted monthly and ALL receipts will be included. Contractor will use Bright Rain Solutions' expense report unless Client provides an alternate expense template.

**Reimbursables**

Sub-Consultants, Professional and Technical Cost + 12%

Maps, reports, materials, permit fees, express delivery and messenger, pass-thru bills and similar items necessary for work in progress Cost + 12%



**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-05**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **23rd** day of **February, 2012** 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, as **On Call Engineering Support Services related to the city's wastewater treatment plant and pump station SCADA systems 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 \_\_\_\_\_

[ X ] 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. Standard of Care.**

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

#### **5. 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.

#### **6. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. 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 \$ **10,000.00** without prior approval of the Director of Public Works/City Engineer.

#### **7. 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.

#### **8. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2012**.

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.

### **9. 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.

### **10. 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.

### **11. City Business and Occupation License.**

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

### **12. Indemnification.**

The 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.

The 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.

The 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.

The 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.

The 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.

### **13. Insurance.**

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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**) 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.

**14. 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.

**15. 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.

**16. 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.

**17. Ratification.**

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

**18. Assignability.**

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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. MRSC Roster Registration.**

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

**24. Washington State Department of Retirement Systems.**

Have you retired under the 2008 early retirement factors? Yes  No  N/A

**25. 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 **23rd** day of **February, 2012**.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

SCADA & Controls Engineering Inc.

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



# EXHIBIT B

SCADA & Controls Engineering, Inc.  
2020 Maltby Rd Ste 7 PMB170  
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.

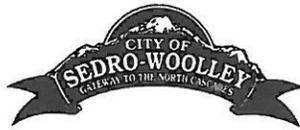
Registered Professional Engineer	\$150.00 per Hour
Senior Project Engineer	\$135.00 per Hour
Senior Software Programmer	\$135.00 per Hour
Junior Project Engineer	\$110.00 per Hour
Junior Software Programmer	\$110.00 per Hour
Control Panel Fabrication	\$80.00 per Hour
Auto-Cad Design & Drafting	\$75.00 per Hour
Administrative	\$60.00 per Hour
Installation (Handyman) Labor	\$70.00 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.

Rates are valid for the period October 1, 2011 through September 30, 2012.



**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-06**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **23rd** day of **February, 2012** 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 **GeoTest Services Inc.** whose address is **741 Marine Drive, Bellingham, WA 98225** 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, as **On-Call Materials Testing and Special Inspections 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 \_\_\_\_\_

[ X ] 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. Standard of Care.**

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

**5. 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.

**6. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. 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 \$ 5,000 without prior approval of the Director of Public Works/City Engineer.

**7. 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.

**8. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2012**.

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.

### **9. 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.

### **10. 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.

### **11. City Business and Occupation License.**

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

### **12. Indemnification.**

The 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.

The 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.

The 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.

The 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.

The 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.

### **13. Insurance.**

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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**) 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.

**14. 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.

**15. 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.

**16. 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.

**17. Ratification.**

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

**18. Assignability.**

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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. MRSC Roster Registration.**

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

**24. Washington State Department of Retirement Systems.**

Have you retired under the 2008 early retirement factors? Yes  No  N/A

**25. 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 **23rd** day of **February, 2012**.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

GeoTest Services Inc.

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

# EXHIBIT B

## GEO TEST SERVICES, INC.

### FEE SCHEDULE

City of Sedro Woolley On-Call Agreement 2012

#### SPECIAL INSPECTION SERVICES

Reinforced Concrete.....	52.00	hour
Prestressed Concrete.....	52.00	hour
Structural Masonry.....	52.00	hour
Spray-Applied Fireproofing.....	52.00	hour
Lateral Framing.....	52.00	hour
Structural Steel Welding and Bolt Torque.....	52.00	hour
Proprietary Anchors.....	52.00	hour
In-Place Density - Nuclear Gauge, Soils & Asphalt.....	55.00	hour
Soils Observation.....	55.00	hour
CESCL (Certified Erosion & Sediment Control Lead).....	60.00	hour
Laboratory Technician.....	52.00	hour
Field Technician.....	52.00	hour
Field Sampling.....	52.00	hour
Clerical.....	40.00	hour

#### ENGINEERING & ENVIRONMENTAL SERVICES

Geotechnical Engineer.....	120.00	hour
Technical Director.....	120.00	hour
Engineering Geologist.....	85.00	hour
Hydrogeologist.....	85.00	hour
Environmental Professional.....	85.00	hour
Project Manager.....	75.00	hour
Geologist.....	75.00	hour
Geotechnical Technician.....	60.00	hour

#### SPECIALTY SERVICES

Bolt Pull-out Tests.....	80.00	hour
Rebar Location (Pachometer).....	80.00	hour
Concrete & Asphalt Coring.....	80.00	hour
Schmidt Hammer.....	80.00	hour
Windsor Probe.....	80.00	hour
Brick Shear Testing (2 man crew).....	150.00	hour
Floor Flatness Testing (Dipstick).....	90.00	hour
Field Infiltration Testing.....	70.00	hour
Turbidity Monitoring.....	60.00	hour
Moisture Emission Testing.....	75.00	hour
Floor Moisture Test Kits.....	25.00	ea
Windsor Probe Pins (Set of 3).....	35.00	set

741 Marine Drive, Bellingham, WA 98225 • phone: 360.733.7318 • fax: 360.733.7418

20611 - 67th Ave. NE, Unit A, Arlington, WA 98223 • phone: 360.435.1141 • fax: 360.435.1124

# GEO TEST SERVICES, INC.

## FEE SCHEDULE

City of Sedro Woolley On-Call Agreement 2012

### MATERIALS TESTING

#### CONCRETE

Compressive Strength - Concrete .....	20.00	ea
Compressive Strength - Drilled Cores (includes trimming and testing).....	50.00	ea
Compressive Strength - Sawed Specimens (includes trimming and testing).....	50.00	ea
Shotcrete Panel - 3 Cores Per Panel.....	150.00	ea
Additional Shotcrete Cores.....	50.00	ea
Flexural Strength - 6" x 6" Beams.....	40.00	ea
Air Dry Unit Weight.....	35.00	ea
Trimming Specimens - Per End (when required).....	12.00	ea
Mix Designs.....		quote

#### MASONRY

Compressive Strength - Mortar, 2" x 4" Cylinder.....	20.00	ea
Compressive Strength - Grout, 4" x 4" x 8" Prism.....	20.00	ea
Compressive Strength - 2" x 2" Cubes .....	20.00	ea
Compressive Strength - Composite Prism.....	100.00	ea
Compressive Strength - CMU.....	50.00	ea
Compressive Strength - Brick or Concrete Paver.....	40.00	ea

#### AGGREGATE

Sieve Analysis, with Wet Wash.....	125.00	ea
Sieve Analysis, Dry Only.....	75.00	ea
Specific Gravity and Absorption - Fine Aggregate.....	75.00	ea
Specific Gravity and Absorption - Coarse Aggregate.....	50.00	ea
Uncompacted Voids - Fine Aggregate.....	150.00	ea
Unit Weight and Voids.....	40.00	ea
Sand Equivalent.....	75.00	ea
Moisture Content.....	25.00	ea
Percent Fracture.....	60.00	ea
Organic Impurities Test.....	40.00	ea
Clay Lumps and Friable Particles.....	80.00	ea
Lightweight Pieces.....	75.00	ea

#### ASPHALT

Asphalt Content & Gradation (Ignition Furnace).....	225.00	ea
Maximum Specific Gravity (Rice Density).....	80.00	ea
Asphalt Core Density/Thickness.....	30.00	ea
Marshall Method Test - Flow, Stability, Density & Voids		
Hot Mix Furnished, Set of 3.....	300.00	ea
Lab Mixed, Set of 3.....	350.00	ea
Mix Design - Marshall Method, 3 point min.....	1,500.00	ea

741 Marine Drive, Bellingham, WA 98225 • phone: 360.733.7318 • fax: 360.733.7418

20611 - 67th Ave. NE, Unit A, Arlington, WA 98223 • phone: 360.435.1141 • fax: 360.435.1124

# GEO TEST SERVICES, INC.

## FEE SCHEDULE

### City of Sedro Woolley On-Call Agreement 2012

#### SOILS

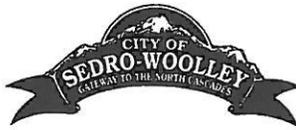
Sieve Analysis, with Wet Sieve.....	125.00	ea
Sieve Analysis, Dry Only.....	75.00	ea
Sieve Analysis w/ Hydrometer.....	180.00	ea
Moisture Density Relationship (Proctor).....	225.00	ea
Check Point.....	75.00	ea
Moisture Content.....	25.00	ea
Atterberg Limits (3 points).....	100.00	ea
Atterberg Limits (1 point).....	50.00	ea
Specific Gravity.....	75.00	ea
Consolidation - 5 Loads.....	350.00	ea
Permeability - Constant Head or Falling Head (each point).....	250.00	ea
Direct Shear, uu (each point).....	150.00	ea
Organic Content.....	80.00	ea

#### FIREPROOFING

Density.....	60.00	ea
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#### GENERAL CONDITIONS

- GeoTest special inspection and field testing services are provided on a time and materials basis including reporting, report distribution and technical review.
- GeoTest requests 24 hours advance notice for scheduling our services. For service requested with less than 24 hours notice, GeoTest may not be able to guarantee service.
- A four (4) hour minimum charge applies to all special inspection services.
- A premium rate of 1.5 times the regular rate will be charged for all work in excess of 8 hours per day, shift work-outside of normal business hours and on Saturdays, Sundays and legal Holidays.
- Mileage charged at \$0.55 per mile.
- Testing equipment expenses are included in the hourly rates except where specifically noted the fee schedule.
- Laboratory rush samples will be invoiced at 1.5 times the standard test rate.
- Rental equipment and subcontractor fees will be invoiced at cost plus 15% handling.
- Reimbursable expenses will be invoiced at cost plus 15% handling.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- GeoTest is covered by General and Professional liability insurance.
- Progress billing is typically provided monthly.



**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-07**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **23rd** day of **February, 2012** 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 **Materials Testing & Consulting Inc.** whose address is **777 Chrysler Drive, Burlington, WA 98233** 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, as **On-Call Materials Testing and Special Inspections 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. Standard of Care.**

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

#### **5. 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.

#### **6. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. 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 \$ 5,000 without prior approval of the Director of Public Works/City Engineer.

#### **7. 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.

#### **8. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2012**.

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.

### **9. 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.

### **10. 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.

### **11. City Business and Occupation License.**

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

### **12. Indemnification.**

The 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.

The 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.

The 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.

The 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.

The 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.

### **13. Insurance.**

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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**) 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.

**14. 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.

**15. 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.

**16. 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.

**17. Ratification.**

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

**18. Assignability.**

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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. MRSC Roster Registration.**

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

**24. Washington State Department of Retirement Systems.**

Have you retired under the 2008 early retirement factors? Yes  No  N/A

**25. 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 **23rd** day of **February, 2012.**

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

Materials Testing & Consulting Inc.

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

# EXHIBIT B

## Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



Client: City of Sedro-Woolley  
 Exhibit A - Schedule of Charges  
 Project Name: 2011 On-Call Agreement  
 Date of Issue: February 28, 2011

ENGINEERING & CIVIL INSPECTION / CONSULTING	Unit	Rate
Professional Engineer	hour	150.00
Staff Engineer	hour	95.00
Geotechnical Consulting	hour	95.00
CESCL Services / Turbidity and/or pH Monitoring	hour	75.00
Technician - Soils & Asphalt	hour	50.00

MATERIALS TESTING SERVICES	Unit	Rate
<b>LABORATORY TESTING FOR EARTHWORK &amp; ASPHALT</b>		
% Passing # 200 Sieve	each	60.00
Asphalt Extraction with Gradation (ASTM D 6307)	each	235.00
Asphalt Thickness – Minimum 3 cores	each	30.00
Atterberg Limits - 1 point	each	60.00
Atterberg Limits - 3 points	each	150.00
Bulk Specific Gravity – Minimum 3 cores	each	45.00
California Bearing Ratio 3-point	each	650.00
Clay Lumps and Friable Particles	each	85.00
Durability Index	each	180.00
Effect of Water on Cohesion of Compacted Mixes	each	275.00
Flat/Elongated Particles	each	80.00
Fracture Percentage	each	60.00
Hydrometer Analysis (includes sieve analysis)	each	175.00
In-Field Infiltration Rate	hour	85.00
In-Place Density (Sand Cone)	each	35.00
Marshall Stability & Flow, 3 specimens	each	300.00
Mix Design Marshall Method, 3 trials & specimens	each	1500.00
Moisture Density Relationship with Sieve (Proctor)	each	235.00
Natural Moisture Content	each	30.00
Organic Content	each	80.00
Organic Impurities	each	75.00
Relative Density	each	375.00
Rice Density	each	75.00
Sand Equivalent	each	90.00
Sieve Analysis – Dry Only (Gradation)	each	80.00
Sieve Analysis with #200 Wash (Combined Gradation)	each	100.00
Soils-Cement Mix Design	quoted per project	
Specific Gravity and Absorption – Coarse Aggregate	each	50.00
Specific Gravity and Absorption – Fine Aggregate	each	90.00
Specific Gravity of Soils	each	75.00
Sulfate Soundness	each	300.00
Uncompacted Void Content	each	90.00
Unconfined Compression - Intact Rock Cores	each	65.00
Unit Weight & Voids	each	45.00
Visual Classification	each	20.00

# Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



Client: City of Sedro-Woolley  
 Exhibit A - Schedule of Charges  
 Project Name: 2011 On-Call Agreement  
 Date of Issue: February 28, 2011

ENVIRONMENTAL CONSULTING	Unit	Rate
Environmental Site Assessment Phase I	quoted per project	
Environmental Site Assessment Phase II	quoted per project	
SPECIAL INSPECTION & CONSTRUCTION OBSERVATION	Unit	Rate
Technical Director	hour	95.00
Project Manager	hour	85.00
Special Inspector: <i>Reinforced &amp; Pre-Stressed/Post-Tensioned Concrete, Shotcrete, Structural Masonry, Spray-Applied Fire Resistive Materials, Lateral Wood &amp; Framing, Proprietary Anchors</i>	hour	50.00
Special Inspector: <i>Structural Steel &amp; Welding, High-Strength Bolting, Fabrication Shop Inspection</i>	hour	55.00
Anchor bolt pull testing - one-man crew	hour	75.00
A.W.S. Certified Welding Inspector (CWI)	hour	85.00
Commercial Building Inspector – Plumbing Inspection – Electrical Inspection – Plans Examiner	quoted per project	
Pachometer Testing (reinforcing steel locate)	hour	85.00
Schmidt Hammer	hour	85.00
Non-Destructive, Ultrasonic & Mag-Particle Testing	hour	85.00
Coring Services	hour	85.00
Floor Flatness and Floor Levelness	hour	95.00
Laboratory Technician	hour	50.00
MATERIALS TESTING SERVICES	Unit	Rate
LABORATORY TESTING FOR SPECIAL & CONSTRUCTION INSPECTION		
2 x 2 Mortar Cubes	each	25.00
Cohesion / Adhesion Tests	each	30.00
Concrete Compression Strength Test Sawed Section	each	65.00
Concrete Compression Test Cylinders (4"x8")	each	25.00
Concrete Compression Test Cylinders (6"x12")	each	30.00
Concrete Compression Test Cylinders (not cast by MTC)	each	40.00
Concrete Core Thickness	each	30.00
Concrete Shrinkage (minimum 3 samples)	each	100.00
Core Compression Test	each	25.00
Flexural Beams	each	45.00
Grout Compressive Strength Test	each	25.00
Masonry Compressive Strength Prisms	each	100.00
Masonry Units	each	100.00
Moisture Emission	each	60.00
Mortar Compressive Strength	each	25.00
Roofing cut out samples	each	50.00
Set Times, Initial and Final	hour	75.00
Shotcrete Compression Test (1-Panel includes 3-Cores)	each	200.00
Shotcrete Cores - Additional	each	85.00
Spray-Applied Fire Resistive Materials Density	each	60.00
Trial Batch - 6 Cylinders	quoted per project	
Trimming Cores/Cylinders (not cast by MTC)	each	15.00
Unit Weight and Yield	each	35.00

# Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting

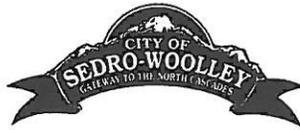


Client: City of Sedro-Woolley  
Exhibit A - Schedule of Charges  
Project Name: 2011 On-Call Agreement  
Date of Issue: February 28, 2011

EQUIPMENT & MISCELLANEOUS	Unit	Rate
Same-Day Inspection Service	each	50.00
Nuclear Densometer – Daily Equipment Charge	daily	25.00
Dynamic Cone Penetrometer – Daily Equipment Charge	daily	20.00
Dynamic Cone Penetrometer Drive Points	each	10.00
Turbidity Meter - Daily Equipment Charge	daily	20.00
Third Party Rentals and/or Support Services	cost + 20 %	
Cylinder Mold (when not cast by MTC)	each	3.50
Core Bit Wear Charge	inch	3.50
Final Letter for Occupancy	hour	75.00
Additional photocopy	page	0.18
Mileage (portal to portal)	mile	0.68

## GENERAL CONDITIONS

1. MTC's standard hours of straight time operation begin at 7:00 AM and end at 4:00 PM, Monday thru Friday, with the exception of holidays and weekends. Overtime rates are 1.5 times the applicable straight-time rate, and will be billed for any work performed outside straight time operational hours, night work; work in excess of 8-straight-time hours per day; and Saturday work. Double-time rates are 2-times the applicable straight-time rate, and will be billed for any work performed on Sundays and / or holidays.
2. Scheduling inspections must occur by 4:00 PM on the business-day preceding the request; All day-shift services are billed portal to portal from MTC's respective lab, with a 3-hour minimum; night shifts shall incur an 8-hour minimum charge per call. Engineering services are subject to a two 2-hour minimum for "in-house" work, and a 3-hour minimum for field work. A standard show-up for services or cancellation will be billed a minimum of 2-hours at the applicable service rate; a show-up or cancellation without four (4) hours notice is subject to a 3-hour minimum charge plus applicable mileage and travel (resident/full time projects excluded). Due to fluctuations in the price of gasoline an additional fuel surcharge may apply.
3. Remote jobs shall incur additional charges for subsistence in accordance with the Washington State Administrative and Accounting Manual (SAAM), and will be billed to the Client at cost + 20%; Project Management charges will be billed when applicable. "Rush" laboratory testing (turnaround less than 48-hours) will be billed at 1½ times the applicable straight-time laboratory rate. All samples will be disposed of one week after testing. Failing tests will be retained for 30-days. Laboratory testing does not include pickup and/ or delivery of samples to MTC's respective laboratory.
4. MTC maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence as well as professional errors and omissions insurance and will furnish certificates evidencing such insurance upon request. If Client requires insurance in excess of MTC's standard, and if such insurance is procurable, Client agrees to pay a minimum fee of \$250.00 for an Additional Insured Endorsement, and any additional fees plus 20% incurred by MTC to fulfill Clients request for such
5. Comprehensive cost estimates and pricing are available on request and may vary from this Exhibit A - Schedule of Charges. If an Estimate of Fees is generated it does not guarantee a maximum cost to complete the inspection and materials testing services required and or requested to complete the construction project. The quantities, when provided in our Estimate of Fees, are based on both available construction documents and schedules. Because scheduling and sequencing of a construction project are controlled by individuals and organizations not owned or operated by MTC all quantities provided in our Estimate of Fees shall not be considered a guaranteed maximum cost for inspection services.
6. The rates as stated in this Exhibit A - Schedule of Charges are applicable through the last day of the calendar year issued, unless otherwise contracted. The Terms and Conditions as outlined in the General Conditions for Construction Materials Engineering & Testing Services Agreement are incorporated herein by reference.
7. MTC will not issue a final inspection letter to applicable building departments until all outstanding invoices for that project have been paid.
8. All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproducible and other work developed by MTC are instruments of service and as such remain the property of MTC.



**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-08**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **23rd** day of **February, 2012** 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 **Guardian Northwest Title & Escrow**, whose address is **PO Box 1667, 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, as **Title and Escrow Professional Services 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. Standard of Care.**

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

#### **5. 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.

#### **6. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. 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 **\$5,000.00** without prior approval of the Director of Public Works/City Engineer.

#### **7. 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.

#### **8. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2012**.

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.

### **9. 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.

### **10. 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.

### **11. City Business and Occupation License.**

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

### **12. Indemnification.**

The 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.

The 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.

The 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.

The 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.

The 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.

### **13. Insurance.**

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**2 Million**) as are acceptable to the City. (*WAIVED / MF*)

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 (**2 Million**) as are acceptable to the City. (*WAIVED / MF*)

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. (*WAIVED / MF*)

**14. 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.

**15. 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.

**16. 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.

**17. Ratification.**

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

**18. Assignability.**

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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. MRSC Roster Registration.**

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

**24. Washington State Department of Retirement Systems.**

Have you retired under the 2008 early retirement factors? Yes  No  N/A

**25. 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 23<sup>rd</sup> day of February, 2012.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

Guardian Northwest Title & Escrow

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

**EXHIBIT B****Julie Rosario**

**From:** Mark Freiberger  
**Sent:** Tuesday, January 03, 2012 8:42 AM  
**To:** Julie Rosario  
**Subject:** RE: 2012 Professional Services Agreement - Need Rate Sheet

Julie and John,  
 This will work for us.  
 Thanks,

*Mark A. Freiberger, PE*  
 Director of Public Works  
 325 Metcalf  
 City of Sedro-Woolley  
 Telephone 360-855-9933

---

**From:** Julie Rosario  
**Sent:** Monday, January 02, 2012 12:08 PM  
**To:** Mark Freiberger  
**Subject:** FW: 2012 Professional Services Agreement - Need Rate Sheet

---

**From:** John Milnor[SMTP:JOHN.MILNOR@GNWTITLE.COM]  
**Sent:** Monday, January 02, 2012 12:07:50 PM  
**To:** Julie Rosario  
**Subject:** RE: 2012 Professional Services Agreement - Need Rate Sheet  
**Auto forwarded by a Rule**

Julie:  
 Is it enough to say that there are no changes from 2011 or do you need a more formal statement?  
 John Milnor

---

**From:** Julie Rosario [mailto:jrosario@ci.sedro-woolley.wa.us]  
**Sent:** Friday, December 30, 2011 12:02 PM  
**To:** John Milnor  
**Cc:** Mark Freiberger; Julie Rosario  
**Subject:** 2012 Professional Services Agreement - Need Rate Sheet

Hi John~  
 We're putting together our 2012 On-Call Professional Services Agreements and Guardian Northwest Title & Escrow is one of them.  
 Can you send us a current rate sheet that we can use as an attachment/exhibit to the agreement with Guardian Northwest Title & Escrow?  
 Thank you,

~ *Julie*

Julie Rosario, Public Works Assistant  
 City of Sedro-Woolley  
 325 Metcalf Street  
 Sedro-Woolley, WA 98284  
 E-mail: [jrosario@ci.sedro-woolley.wa.us](mailto:jrosario@ci.sedro-woolley.wa.us)  
 Direct Phone: 360-855-9932

1/9/2012

**Julie Rosario**

# EXHIBIT B

**From:** Mark Freiberger  
**Sent:** Thursday, August 18, 2011 12:22 PM  
**To:** Julie Rosario  
**Subject:** FW: Brickyard Creek Title Work

Julie,

You can use this email as the attachment to the Professional Services Agreement with Guardian.

Thanks,

*Mark A. Freiberger, PE*  
Director of Public Works/City Engineer  
City of Sedro-Woolley  
Telephone 360-855-0771

---

**From:** John Milnor [mailto:John.Milnor@GNWTitle.com]  
**Sent:** Monday, August 08, 2011 4:23 PM  
**To:** Mark Freiberger  
**Subject:** RE: Brickyard Creek Title Work

Mark:

For this project, we are charging \$200 for the first hour and \$110 for each following hour plus 8.2% sales tax.

My estimate for this project was between \$3,000 and \$4,500, I anticipate billing when the written report is completed and then you may find yourself ordering some follow up work depending upon what you find in the initial report.

John Milnor  
Guardian NW Title Co.

**From:** Mark Freiberger [mailto:mfreiberger@ci.sedro-woolley.wa.us]  
**Sent:** Monday, August 08, 2011 3:27 PM  
**To:** John.Milnor@GNWTitle.com  
**Cc:** Julie Rosario  
**Subject:** Brickyard Creek Title Work

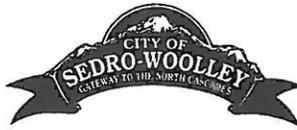
John,

Julie Rosario from my office is preparing a Professional Services Agreement for the work that you are doing associated with the Brickyard Creek. Please send me your rates and a ballpark estimate of the cost of the services. We will issue the agreement with a not to exceed amount.

Thanks,

*Mark A. Freiberger, PE*  
Director of Public Works/City Engineer  
City of Sedro-Woolley  
Telephone 360-855-0771

8/18/2011



**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-09**  
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this **23rd** day of **February, 2012** 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 **Infrastructure Technologies LLC** whose address is **4921 Alexander Blvd NE, Suite B, Albuquerque, NM 87107** 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, as **Custom CCTV Software Support Services 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. Standard of Care.**

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

#### **5. 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.

#### **6. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. 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 **\$10,000.00** without prior approval of the Director of Public Works/City Engineer.

#### **7. 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.

#### **8. Termination.**

The term of this agreement shall be from the date signed through **December 31, 2012**.

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.

### **9. 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.

### **10. 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.

### **11. City Business and Occupation License.**

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

### **12. Indemnification.**

The 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.

The 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.

The 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.

The 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.

The 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.

### **13. Insurance.**

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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**) 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.

**14. 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.

**15. 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.

**16. 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.

**17. Ratification.**

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

**18. Assignability.**

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

**19. 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.

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Have you retired under the 2008 early retirement factors? Yes  No  N/A

**25. 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 23rd day of February, 2012.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

Infrastructure Technologies LLC

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

**Julie Rosario**

**From:** Al Rossmeisl [al@itpipes.com]  
**Sent:** Tuesday, January 03, 2012 12:19 PM  
**To:** Julie Rosario  
**Cc:** Debbie Allen; Mark Freiburger  
**Subject:** RE: 2012 Professional Services Agreement - Need Rate Sheet

Hi Julie

Our rates have not changed since our last contract and are provided below. All rates are per person maximum. Should the city desire a quote on a per task or contract basis, we are always happy to negotiate rates based on fair value for the level of effort required.

## **Infrastructure Technologies Professional Rates**

- 1. Hourly rate – off site: \$175.00**
  - Webex remote support and training
  - custom: templates catalogs, reports, scripts
  
- 2. Daily rate – onsite: \$1,500.00**
  - 1 day minimum, with fractional days there after
  - Project information gathering, delivery, implem training
  
- 3. Daily rate - off site: \$1,200.00**
  - Consultation, development, custom configurati to compliment the clients business processes

**Al Rossmeisl**



**Infrastructure Technologies, LLC.**

4921 Alexander Blvd NE Suite B  
Albuquerque, NM 87107  
PH: 505.341.0109 Ext 104  
FX: 505.341.0133  
Mob: 503.931.2334

and used by the addressee. The entire email, other email addresses noted in this email, and any attached files are

FEB 22 2012

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

## **Sedro-Woolley Public Library**

February 14, 2012

Memo: City Council Agenda Request – February 22<sup>nd</sup>, 2012

RE: Reappointment of Library Board Members

To the Mayor & Members of the Sedro-Woolley City Council:

The Library Board would like to request to have two of their current members to be reappointed to additional terms of 5 years each on the Board of the Sedro-Woolley Public Library. The two members to be reappointed are: Beverly Ringhouse and Dagni Cole. Thank-you very much.

Debra Peterson  
Librarian

FEB 22 2012

YEAR OF THE GIRL

Girl Scouts Centennial Proclamation

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

A Proclamation Declaring 2012 as the Year of the Girl and  
Celebrating 100 years of Girl Scouting

WHEREAS, March 12, 2012, marks the 100<sup>th</sup> anniversary of the Girl Scouts of the United States of America, which began in 1912 when Savannah, GA native Juliette "Daisy" Gordon Low gathered 18 girls to provide them the opportunity to develop physically, mentally, and spiritually; and,

WHEREAS, for 100 years, Girl Scouting has helped build millions of girls and woman of courage, confidence, and character who act to make the work a better place; and,

WHEREAS, today, more than 50 million American women are Girl Scout alumnae, 3.3 million girls and adults volunteers are active members, and Girl Scouts is the largest member of the World Association of Girl Guides and Girl Scouts, a global movement comprised of more than 10 million girls in 145 countries worldwide; and,

WHEREAS, the award winning Girl Scout Leadership Program helps girls discover themselves and their values, connect with others, and take action to make the world a better place; and,

WHEREAS, core programs around Science, Technology, Engineering, and Math (STEM), environmental stewardship, healthily living, financial literacy and global citizenship help girls develop a solid foundation in leadership; and,

WHEREAS, 342 girls from Skagit county and 119 dedicated adult volunteers are proud to be a part of the Girl Scout tradition in our community;

WHEREAS, as part of the 100<sup>th</sup> Anniversary celebration, 73 girls and 18 adults from Girl Scouts of Western Washington are pledging to live Forever Green participating in monthly challenges to explore their impact on the environment and learning ways to lessen their footprint; and,

WHEREAS, Girl Scouts is committed to assuring that all girls can participate in Girl Scouts regardless of their financial circumstances;

WHEREAS, the Girl Scout program continues to evolve to address the changing societal challenges faced by our community through innovative programs such as Girl Scouts Fostering a Future which reaches girls living in foster or kinship care, Girl Scouts Beyond Bars which reaches girls whose parents are incarcerated; Girl Scouts Skills for Life which serves girls who are living in public housing- often recent immigrants or

refugees; and Girl Scouting in the School Day which partners with schools to reach girls from low-income schools.

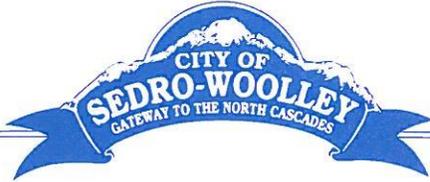
WHEREAS, our Silver and Bronze Awards recognize achievements in service, our community has 1 Silver award recipient, for her project she gathered donations and traveled to Cambodia where she bought humanitarian relief supplies. The effect of her efforts gave four poverty stricken villages schools. We have 1 troop of girls who have earned their Bronze award. To earn this award they were required to earn a few badges and complete 8 hours of community service, which included organizing a blanket drive and delivering the blankets to a local community agency, they volunteered at the community Thanksgiving dinner and participated in the Camp Kirby extreme makeover with the Skagit Leadership Team

NOW, THEREFORE, I (name of official), by virtue of the authority vested in me as (title) of (office), do hereby by applaud the Girl Scouts of the United States of America for their 100 years of leadership and expertise as the voice for and of girls, the Girl Scouts of Western Washington for providing the local support for Girl Scouting in our community, and the Girl Scouts of Skagit County for their courage, confidence, and character to make our world a better place and proudly proclaim 2012 as "Year of the Girl."

FEB 22 2012

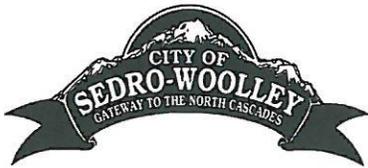
7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. \_\_\_\_\_

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SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:



CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 22 2012

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

**Building and Planning Departments**

Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9929  
Fax (360) 855-0733

---

**MEMO:**

**To:** City Council  
Mayor Anderson

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

**Date:** February 22, 2012

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

---

**ISSUE**

Interim ordinance 1728-11 was adopted by Council on December 28, 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 1728-11 (December 28, 2011)

**RECOMMENDATION**

Make a motion to adopt ordinance \_\_\_\_\_ to adopt Findings of Fact and continue Ordinance 1728-11, a moratorium on permitting activities involving medical marijuana.

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

**AN ORDINANCE ADOPTING FINDINGS OF FACT RATIFYING, CONFIRMING AND CONTINUING ORDINANCE 1728-11 ADOPTED DECEMBER 28, 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 December 28, 2011 at a regularly scheduled City Council meeting, the City Council declared an emergency and adopted an immediate moratorium by unanimous passage of Ordinance 1728-11 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 the 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 1728-11 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 February 22, 2012, the City held a public hearing regarding the continuation of the moratorium established by Ordinance 1728-11.

**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 co-operative 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 December 28, 2011 by adoption of Ordinance 1728-11 and has held a public hearing on its continuance on February 22, 2012 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 1728-11 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 1728-11 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 22<sup>nd</sup> day of February, 2012, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

Approved as to form:

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

Published:  
  
\_\_\_\_\_

## ORDINANCE NO. 1728-11

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, OR THE ESTABLISHMENT OF COLLECTIVE GARDENS, 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 passed ESSSB 5073 which attempted to clarify the legality of medical marijuana dispensaries and collective or co-operative grow operations and was partially vetoed by the Governor; and

WHEREAS, it is anticipated that the Washington State Legislature will consider additional medical marijuana bills in the next session; 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 adopted Ordinance 1705-11 on April 13, 2011, which established a similar moratorium and subsequently allowed that ordinance to expire under the belief that ESSSB 5073 adequately regulated marijuana related issues of concern; and

WHEREAS, the ESSSB 5073 (codified in RCW 69.51A) did not fully address the issues that are or may impact Sedro-Woolley, including the siting of collective gardens and ancillary marijuana businesses as well as the continued conflict between State and Federal law which puts the City in a precarious position regarding the regulation of marijuana and marijuana businesses; and

WHEREAS, RCW 69.51A.085 allows for collective gardens with up to 45 cannabis plants and up to 72 ounces of usable cannabis to serve as many as 10 qualifying patients; and

WHEREAS, RCW 69.51A.140 authorizes cities to regulate and enforce zoning provisions on collective gardens, including the siting of collective gardens; and

WHEREAS, the potential of 45 marijuana plants and 72 ounces of marketable marijuana stored in a single location within the City, in a neighborhood, near schools, or by public parks, etc., poses increased risks of crime and associated impacts of access to such a significant quantity of a Schedule 1 drug; 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, dispensary or cultivation 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.** For the duration of this moratorium and any extensions thereto, no collective gardens as defined in RCW 69.51A.085 shall be established or located within the corporate limits of the City of Sedro-Woolley. This provision does not apply to possession and/or cultivation consistent with RCW 69.51A.040, *provided*, that the maximum number of cannabis plants and usable cannabis on any property or parcels under contiguous ownership does not exceed the limits in RCW 69.51A.040.

**SECTION 5.** 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 6.** 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 or collective gardens. 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 7.** 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 February 22, 2012. 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 8. 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 9. 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.

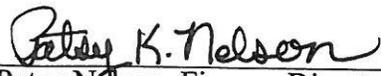
**SECTION 10. Ordinance to be Transmitted to Department.** Pursuant to RCW 36.70A.106, this Interim Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley at a regular meeting thereof this 28th day of December, 2011.

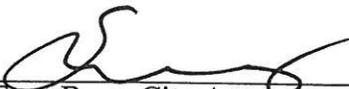
SIGNED AND APPROVED this 28th day of December, 2011.

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

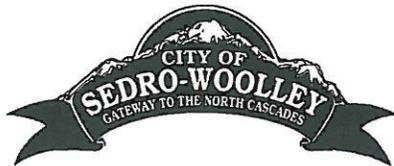
Attest:

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

Approved as to form:

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

Published: January 2, 2012



CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 22 2012

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

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 and Planning Commission

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

**Date:** February 22, 2012

**Subject:** Proposed Comprehensive Plan Amendments – 2012 Docket

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## ISSUE

Introduction of the proposed amendments to the Comprehensive Plan for 2012.

## PROJECT DESCRIPTION/ HISTORY

Per the Growth Management Act (Chapter 36.70A RCW), changes to the Sedro-Woolley Comprehensive Plan may be considered no more than once per year. Amendments may be suggested by citizens, staff of elected officials. All proposed amendments to the Comprehensive Plan must be considered at one time; this list of proposed amendments is termed the "Docket." Two of the 2012 Docket items are City sponsored; item #1 below is a request from the property owner.

The proposed 2012 Docket includes the following items:

- 1) Review of a request to expand the urban growth area (UGA) to include three parcels just north of city limits. The City cannot designate the UGA. Only the county can change UGA boundaries. This review will result in a determination by the city to either support or deny support to an application to the county to expand the UGA. Exhibit A includes the Comprehensive Plan Amendment application from Valley High Investments and map of the area proposed for inclusion in the Sedro-Woolley UGA.

If the city ultimately decides to endorse the expansion of the UGA as proposed by Valley High Investments, the city may also choose to include other properties in the future UGA expansion application to the county, specifically the city-owned properties south of city-limits and the 4.3 acre city-owned parcel west of Janicki Field. The Planning Commission already held public hearings on the possibility of including these city-owned properties in the UGA as part of the 2011 Docket.

- 2) Review and update the Housing Element of the Sedro-Woolley Comprehensive Plan. The Housing Element was last updated in 2005. The entire Comprehensive Plan must be fully updated by 2015. Planning intends to update individual elements each year leading up to the 2015 deadline to reduce the amount of updates necessary in 2015.

- 3) Review of zoning in the area generally located south of SR 20, and west of Rhodes Road. The area was rezoned from Residential 5 to Industrial during the city-wide rezone performed in 2009. Most of the residents in the area have requested that their property be rezoned back to Residential 7 zoning. This is a city-sponsored, area-wide rezone.

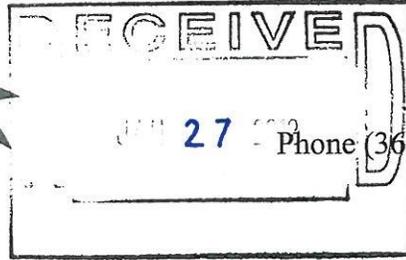
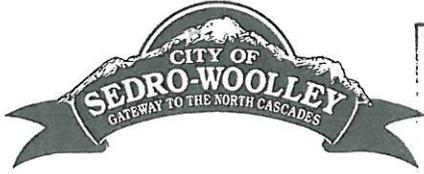
### **EXHIBITS**

Exhibit A – Comprehensive Plan Amendment application CPA-2-12 (including map)

Exhibit B – Map of city-owned property to be potentially included in UGA

### **RECOMMENDED ACTION**

Approve the above items for inclusion on the 2012 Docket or modify items to be included in 2012 Docket.



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

## Application for Comprehensive Plan / Zoning Map Amendment

- Text Amendment  
 Map Amendment  
(Check all that apply)

*Note: This application is available as a Word document. Include additional information as necessary on additional sheets of paper and attach to this application.*

Name: **Valley High Investments, Inc.**

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Address: **41 NE Midway Blvd., Ste 101, Oak Harbor, WA 98277**

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Phone: **360-675-9091** Email - [islandassociates@comcast.net](mailto:islandassociates@comcast.net)

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1. Describe the purpose or goal of the proposed amendment:  
**Will bring contiguous properties under one jurisdiction**

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2. How will this improve or benefit the City of Sedro-Woolley in the future?  
**Will provide residential development / growth opportunity**

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### FOR TEXT AMENDMENTS ONLY:

1. What section(s) of the Comprehensive Plan will the proposed amendment affect?  
**As this is an application seeking opinion and/or support of the City, regarding the ability to bring in additional lands to its comprehensive plan and City zoning, it is reasonable to assume that this application would have no direct effect to its Comprehensive Plan at this time.**  
**UGA – Urban Growth Area of Skagit County Plans**

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2. What section(s) of the S-W Municipal Code will the proposed amendment affect?  
**Title 17 Zoning - 17.08 Residential 5 (R-5) Zone. However this is an unknown at this time and would need to be addressed with-in future application, land study and mitigation process after county's acceptance into the UGA**

3. List the proposed or amended text:  
**No amendments are being proposed at this time.**

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**FOR LAND USE MAP AMENDMENTS ONLY:**

1. Name and address of property owner. If applicant is not the owner, attach a signed statement from the legal owner agreeing to this application:  
**Valley High Investments, Inc., 41 NE Midway Blvd Ste. 101., Oak Harbor, WA 98277**

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2. Legal description of property(s):  
**Tax parcel P36413** – North 20 rods of the NE ¼ of the NE ¼ of Section 13, Township 35 N. Range 4 E.W.M (less the road). 9.11 AC  
**Tax parcel P36414** – South 20 rods of the North 20 rods of the NE ¼ of the NE ¼ of Section 13, Township 35 N. Township 35 N. Range 4 E.W.M. 9.75 AC. This parcel is located directly south of the parcel above.  
**Tax Parcel P126554** – A narrow triangular parcel along the east side of Bassett Road and has a lengthy legal description. 1.73 AC This parcel is located directly west of both of the parcels above.

---

3. Describe the property: size, terrain, and critical areas:  
**P36413 @ 9.11 AC.** Bassett Road borders the property along the north boundary. Land is mostly flat and level, an area towards the middle easterly/westerly portion of this property is sloped 5% +/- gradually. Water from the county culvert is shedding towards this depression currently. This depressed area runs south towards next contiguous property P36414 that has a small creek running through it.

**P36414 @ 9.75 AC.** Hwy 9 borders the property along the east boundary. Land has some trees and is mostly flat but has a creek running through the eastern part from north to south. It is situated just north of the city limits of Sedro Woolley.

**P126554 @ 1.73 AC.** Bassett Road borders the property along the west boundary; Land is located to the west of both above listed properties. Land is mostly flat and level with a boarder of brush and small alder trees at its easterly boarder to the two properties above.

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4. Current land use designation/zoning:  
**All three parcels are currently designated as RRv; Rural Reserve**
- 

5. Land use designation/zoning for property surrounding the subject property:  
**Two properties are generally surrounded RRv, below describes property P36414**

North: **RRv**                      South: **Incorporated Area - R-5 + portion of Short Plat SW 179  
situated within the Sedro Woolley city limits**  
East: **RRv**                      West: **RRv**

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6. Actual use of land on this site and on all the surrounding property:  
**P36413** contains a single family dwelling; **P36414** has a 1989 double wide manufactured home with a shop building. **P126554** has no structures. **All three parcels have grass with some brush or trees bordering each piece. To the south of the subject sites are other single family residences on both acreage and residential subdivisions. Residential land uses on acreage tracts are located to the west, east and north.**
- 

7. Proposed designation:  
**Possibly Residential 5; R-5; However this is an unknown at this time and would need to be addressed with-in a future application, land study and mitigation process**
- 

8. Supporting information for your request:  
**To the south of the subject sites are other single family residences on both acreage and residential subdivisions. Residential land uses on acreage tracts are located to the west, east and north. An elementary school is located about one mile south and a new fire station next door. The soil of the surrounding area typically appears capable of adequate load bearing conditions. The site is located in Zone C, outside the limits of the 100 year flood plain according to FEMA Flood Hazard Panel #530154-0001-B dated August 2, 1982. Accepting these properties into the UGA will**

**bring contiguous properties under one jurisdiction and will provide residential development, growth and opportunity towards the further growth of the City of Sedro Woolley thereby limiting development in the low lands, thus further increasing development in the highlands.**

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9. If this is a request to include property in the City of Sedro-Woolley UGA, please address how including the property meets the Skagit County population projections for Sedro-Woolley and demonstrate that the increase in developable land meets the goals and policies of both the city's and county's comprehensive plans. A land capacity analysis may be required.

**SUPPORTIVE COMMENTS:**

**While addressing the economics, population and current development of land, as well as the attractiveness to living in the City of Sedro Woolley may frame one perspective of living here, it may not show the best case for support of additional acres of land into the UGA. Therefore, it is in our best interest to plead a case that "trading" an equivalent area of land by removing properties that are currently in the UGA to offset our proposed addition of properties in the UGA.**

**We believe the best case for your supporting this request of approx. 20.59 Acres to be brought into the UGA is viewing existing properties in the UGA, what those property owners intents are in seeking future annexation, what environmental impacts developing those properties may have and the Cities ability to provide adequate utilities and services to those properties will be.**

**In looking at what properties are in the UGA it is known that many are in low lying wet and possible flood rated areas. It is understood that the City sent a survey out a few years ago to all UGA property owners requesting a response as to what each owners thought was relative to gaining adoption or annexation into the City Limits. At least a few larger parcels responded less than desired. Many of those same properties may require mitigation to address the creeks and soils retaining water prior to any development. As this is both expensive and cumbersome, it may not be economically desirable for development, thus assuring UGA land will be maintained as vacant. Additionally, city utilities such as storm, water and sewer would have to be extended extensively, further increasing the developers and/or City's cost.**

Many of these hurdles that make or break a developer's economic vitality do not exist with-in our property's being submitted. Upon the completion of the fire station next to (South of) our property, all city utilities have been extended and improved to our reach. It is apparent the City is strategically planning to promote building in the highlands in an effort to limit specific types of growth in the low (wet) lands. Additionally, this also seems to promote the concept of a balanced community where housing and industry are at play. Finally, this appears to support the Comprehensive Plan of providing adequate provisions for urban services concurrent with development.

In making decisions and alterations to existing strategic plans, they also help improve consistency and predictability of growth as well as the development process overall. Planning is an ongoing process, and improved data or changing circumstances require amendments. Re addressing the comprehensive plan is seen as a fiduciary responsibility and therefore is understood to be of good management, practice and responsibility. We believe the perspective framed above lends support and credence to our proposal and to the City's GMA goal of reducing urban sprawl by considering annexation of properties that are contiguous to existing city areas.

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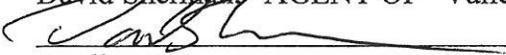
- Completed SEPA Checklist.
- Names and addresses of property owners and residents within 500' of the subject property. See the attached mailing procedures for instructions.
- Assessors 18 X 24" section map of property with subject property highlighted. Other maps may be submitted that help support your proposal.

**Process:**

1. Applications will be accepted through January 27, 2012.
2. Applications will be reviewed for completeness. Additional information may be necessary to clarify the application.
3. The Planning Commission reviews all applications and decides which ones merit further study. Applicants will be notified of results of this review. Those which will be reviewed further will be required to pay the **application fee of \$500.00**. Applicant will be billed applicable SEPA fees and for public notice costs, which include publication costs.
4. The applicant is required to post a public notice sign on their property for rezone applications. Please see the attached Affidavit of Posting for instructions.

5. A public hearing will be held by the Planning Commission on the proposed amendments.
6. The Planning Commission will forward its recommendations on each application to the City Council.
7. The City Council will hold a public hearing and vote on each application (the Council may have additional public hearings, or hold joint public hearings with Planning Commission)
8. This process may take up to one year, or longer to fully complete.

David Sherman, "AGENT OF" Valley High Investments, Inc.

  
Applicant

JANUARY 27<sup>TH</sup>, 2012

Date

# Proposed Bassett Road UGA Expansion

## Legend

- Urban Growth Area
- City Limits
- Streets
- Streams
- Parcels
- Zoning Areas**
- ZONE**
- Central Business District
- Industrial
- Mixed Commercial (MC)
- Open Space
- Public
- Residential-15
- Residential-7
- Residential-5
- Transitional MC Overlay



Area proposed to be included in UGA  
Three parcels - Approximately 20.6 acres

Parcel P36413  
Parcel P36414  
Parcel P126554

Sedro-Woolley Fire Station #2

County-owned parcels

inset area

Proposed UGA Expansion to include three properties owned by Valley High Investments into Sedro-Woolley UGA February 2012

0 165 330 660 Feet

**EXHIBIT A**

FREDERICKSON

BASSETT

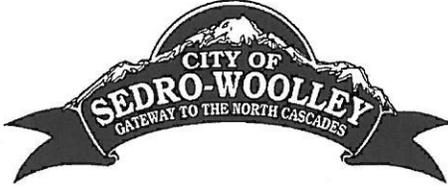
STATE ROUTE 9

SHOESHEL

BEACHLEY

CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 22 2012



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building  
AGENDA NO. 2

CITY OF SEDRO-WOOLLEY

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: 2012 Closure Days  
DATE: February 22, 2012

ISSUE: Should the Council adopt the attached resolution rescinding Resolution 854-11, adopting Ordinance \_\_\_\_-12 restoring the mayor's salary, and approving the MOU with AFSCME?

BACKGROUND: The 2012 budget includes twelve unpaid closure days that were intended to address the difficult financial conditions while preserving as many jobs as possible. However, the city ended 2011 with more cash than was projected and budgeted in the 2012 budget. This 2011 ending cash/2012 beginning cash is adequate to fund the reopening of the city on the twelve remaining closure days.

This memo addresses three proposed and recommended actions:

1. Adoption of a resolution rescinding the closure day resolution;
2. Adoption of an ordinance restoring the mayor's pay (it was reduced by 5% to reflect the planned closure days); and
3. Approving an MOU with AFSCME regarding the January closure day.

RECOMMENDATIONS:

1. Motion to adopt the attached resolution rescinding Resolution 854-11.
2. Motion to adopt Ordinance \_\_\_\_-12, an ordinance restoring the mayor's salary.
3. Motion to approve the attached MOU with AFSCME.

RESOLUTION NO. \_\_\_\_-12

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY RESCINDING  
RESOLUTION 854-11**

**WHEREAS**, the City Council adopted Resolution 854-11, establishing 13 closure days for 2012; and

**WHEREAS**, ending cash from 2011 exceeded the 2012 budget by a sufficient amount to allow the City to reopen on those planned closure days; and

**WHEREAS**, the City Council desires to maintain a sufficient level of service for the community; and

**WHEREAS**, since the City has funds available at this time, the Council desires to use those funds to reopen the City for 12 additional days in 2012; now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:**

**Section 1.** Resolution 854-11 is rescinded.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 22<sup>nd</sup> day of February, 2012.

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

Attest:

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

Approved as to form:

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

ORDINANCE NO. \_\_\_\_\_-12

AN ORDINANCE RESTORING THE SALARY  
FOR THE MAYOR

WHEREAS, the Mayor's salary was reduced by 5% as a result of planned city-wide closure days for 2012; and

WHEREAS, the City Council has eliminated the remaining closure days for 2012; and

WHEREAS, the City Council desires to restore the Mayor's salary;

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

**Section 1.** A new section shall be added to the Sedro-Woolley Municipal Code, Title 2, as follows:

2.\_\_\_\_.\_\_\_\_ The Mayor of Sedro-Woolley shall be paid an annual salary of \$24,000.00. Annually or at other such intervals as the Council desires, the Council shall review the salary of the mayor and make cost of living adjustments consistent with those of other non-represented employees.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 22<sup>nd</sup> DAY OF February, 2012.

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

ATTEST:

APPROVED AS TO FORM:

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

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

2.13.2012  
TA  
WB  
26m  
VOC

MEMORANDUM OF UNDERSTANDING

City of Sedro-Woolley and AFSCME Local 176-SW  
February 13, 2012

RE: 2012 Budget

The City of Sedro-Woolley and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, are party to a collective bargaining agreement (CBA) effective from January 1, 2009 through December 31, 2014.

As part of the collaborative effort between AFSCME and the City to trim costs to save jobs, AFSCME waived most of its bargained for COLA for 2012.

Additional cost savings were needed to balance the 2012 budget without substantial job cuts; the City and AFSCME discussed closure days/furloughs and the City opted to close the City 13 days in 2012. AFSCME and the City have been engaged in impact bargaining.

Due to some unanticipated revenue in 2011 and better than expected cost savings due to the spending freeze in 2011, the City has unbudgeted beginning cash in 2012 in an amount that allows the City to open during the planned closure days.

This agreement is intended to supplement the CBA as follows:

1. In resolution to the impact bargaining, AFSCME agrees to accept the January 2012 closure day.
2. The City agrees that the remaining twelve scheduled closure days are now working days.
3. This agreement shall not establish a precedent for purposes of collective bargaining.

\_\_\_\_\_  
Rob Macready, President  
AFSCME Local 176-SW

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

\_\_\_\_\_  
Vinnie O'Connor, Staff Representative  
AFSCME

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Eron Berg  
City Supervisor/City Attorney