

Next Ord: 1775-13
Next Res: 882-13

VISION STATEMENT

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

MISSION STATEMENT

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

CITY COUNCIL AGENDA

June 12, 2013

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar1 - 45

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

- a. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
 - Claim Checks #76888 to #77010 in the amount of \$878,917.06
 - Payroll Checks #55733 to #55844 in the amount of \$271,582.13
- d. Master Contract Usage Agreement with Department of Enterprise Services (DES)
- e. Possible Contract Amendment No. 1 - Contract 2013-PW-06 - Generator Services NW LLC
- f. Contract Services Agreement for Approval - Cascade Natural Gas Corporation
- g. Proposed Interlocal Agreement with Public Utility District #1 of Skagit County
Re SR9 Pedestrian/Bicycle Safety Improvement Project

- 4. Special Presentation - Shane Walley, Public Works Operations Supervisor - Retirement
- 5. Public Comment.....47

PUBLIC HEARING

- 6. Possible Adoption by Resolution of the Six-Year Transportation Improvement Program (TIP) 2014-2019.....49 - 71

NEW BUSINESS

- 7. Revisions to SWMC 15.04, Local Amendments to Adopted State Building Codes (*1st reading*)73 - 85
- 8. Priority of Payments to City Utility Accounts Ordinance (*1st reading*).....87 - 90
- 9. Ordinance - Repeal of SWMC 2.44 (Arts Council) (*action requested*).....91 - 94

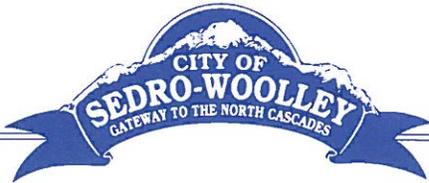
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

JUN 12 2013

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



DATE: June 12, 2013
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the June 12, 2013 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.

JUN 12 2013

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
May 22, 2013 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director Coleman, Fire Chief Klinger and Police Chief Wood

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #76779 to #76887 in the amount of \$175,094.94
 - Payroll Checks #55623 to #55732 in the amount of \$198,124.13
- SCE Professional Service Agreement – Amendment 2
- Interlocal Agreement – 2013 EMS Disposable Supply Reimbursement
- Resolution 881-13 – Declaring Certain Property as Surplus and Authorizing its Disposition

Councilmember Sandström requested Item F Resolution 881-13 – Declaring Certain Property as Surplus and Authorizing its Disposition be pulled from the consent calendar.

Councilmember Storrs moved to approve the consent calendar Items A through E. Seconded by Councilmember Lemley. Motion carried (7-0).

Councilmember Sandström requested clarification of the 2001 Athey Top Gun Sweeper Truck on the surplus list. He noted that he thought when the new sweeper was purchased it had been decided to keep the Athey as back up.

City Supervisor/Attorney Berg noted that had been the intention however, now that the new sweeper is in service it was felt this was the best time to surplus and replace the funds in the ERR fund.

Councilmember Sandström moved to approve Resolution No. 881-13 A Resolution of the City of Sedro-Woolley Declaring Certain Property as Surplus and Authorizing its Disposition. Seconded by Councilmember Splane. Motion carried (7-0).

Special Presentation – Reta Stephenson, Utility Billing Clerk – Retirement

Mayor Anderson presented Reta Stephenson an engraved clock in recognition of her 13 years of service as the Utility Billing Clerk. He noted her many accomplishments including reducing the outstanding collections, obtaining an archiving grant and her role in the formation of the Wellness Committee. Mayor Anderson wished Reta well in her retirement. She was received with a round of applause from all in attendance.

Public Comment

No Comment received.

NEW BUSINESS

Insurance Brokerage Service

City Supervisor/Attorney Berg reviewed the current insurance brokerage services which is through Wallace and Associates and was specifically with agent, Glenn Ashe. Berg noted that Ashe has moved to First Insurance Agency. He also noted that the current contract requires a 14 day notice with payment to the end of the contract. Ashe has agreed to pick up the work at no charge through the end of the contract at which time a new contract would be executed. Berg stated that timing is critical because now is the time when CIAW is conducting reevaluation for next year insurance policy. Berg requested Council authorize to move the business from Wallace & Associates to First Insurance at no additional cost.

Councilmember Lemley moved to transfer insurance to First Insurance with Glenn Ashe as our representative. Seconded by Councilmember Galbraith.

Discussion ensued regarding cost per year and the role of the agent.

Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – announced the upcoming retirement of Officer Bill Storie and the status of hiring a replacement. He noted that a conditional offer of employment has been extended to James Hanawalt who is currently working for the Swinomish Tribal Police. He also announced preparations are beginning for Loggerodo and he will be absent from the next couple of Council meetings.

Fire Chief Klinger – reported the new/used ambulance should be in service shortly. The paperwork has been submitted to the State and they will come and do a physical inspection of the vehicle.

Planning Director Coleman – reported the Building Department has been helping the Police with problem house on Talcott and the issue will be taken care of soon. He also reported the Planning Commission has been making good progress on the Shoreline Management Program.

Public Works Director Freiberger – introduced a couple of late items for Council consideration. The first item being a follow up on the emergency repair for Rotor #2 at the Wastewater Treatment Plant. Freiberger reviewed bids for the fabrication of a replacement shaft assembly and recommended award of the purchase order to Sound Ocean Metal Fabricators.

Councilmember Wagoner moved to authorize Mark Freiberger, Director of Public Works to issue the Purchase Order No. 2013-PO-09 with Sound Ocean Metal Fabricators LTD of Sedro-Woolley, WA for fabrication of a replacement shaft assembly for Rotor #2 at the Wastewater Treatment Plant at a cost of \$10,784.51. Seconded by Councilmember Storrs. Motion carried (7-0).

Public Works Director Freiberger introduced a request for a surplus land swap/sale as part of the SR20/Cook Road Realignment Project. He reviewed the history of parcel P77392 and noted that the project will require about 2/3's of the parcel. Staff proposes to surplus the remnant portion and sell/exchange the land for a 20 sf portion of parcel P77393 needed to construct the new sidewalk, plus cash, at a value to be determined by comparable recent sales. Freiberger noted the value of the sale is estimated at approximately \$7,600.

A brief discussion by Council took place.

Councilmember Wagoner moved to authorize staff to prepare surplus documents and to negotiate a property exchange/sale of a portion of Parcel P77392 for the purpose of construction improvements associated with the SR20/Cook Road Realignment Project. Seconded by Councilmember Galbraith. Motion carried (7-0).

Public Works Director Freiberger further updated Council on the SR20/Cook Road Realignment Project to include finalizing deeds, final plans, DOT Construction permit and advertising for bids scheduled for May 30th with bid closing on June 20th. He also reported that David Lee has the plans ready for bid for the Hwy 9 Bike/Ped project. The project will go to bid at the same time as the SR20/Cook Road Project but will close a couple of days apart.

Public Works Director Freiberger discussed funds within the Street Department budget in the amount of \$30,000 for capital expense of a used mower. He noted in talking with the County they have four mowers on their surplus list. Freiberger discussed having the County deduct the cost from the Brickyard Creek Sub Flood balance as the equipment could be used for the creek maintenance. Some discussion ensued to include type of equipment, necessary repairs and need for equipment.

City Supervisor/Attorney Berg – reported good progress is being made on the jail agreement.

Finance Director Nelson – thanked Reta Stephenson for a job well done. Nelson also thanked the Finance team for their role in planning the special retirement event for Reta.

Councilmember Loy – commented on the recent story in the local paper of Police Chief Wood leading a horseback ride through town. Loy also passed out to Council a communication from the County Sherriff.

Councilmember Storrs – announced the opening of the Farmers Market.

Councilmember Lemley – questioned the PUD construction project on State Street. Lemley also congratulated Reta Stephenson on her retirement.

Councilmember Sandström – wished Reta Stephenson congratulations on her retirement.

Mayor Anderson – announced the upcoming public hearing to be held on June 12, 2013 regarding a levee maintenance project for Dike District 12.

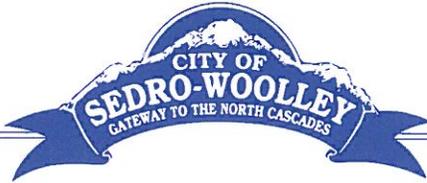
Some discussion ensued regarding the plans and effect the project may have on Sedro-Woolley and being on record expressing concern of the negative potential impacts.

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

The meeting adjourned at 7:39 P.M.

JUN 12 2013

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



DATE: June 12, 2013
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending June 12, 2013.

Motion to approve Claim Checks #76888 to #77010 in the amount of \$878,917.06.

Motion to approve Payroll Checks #55733 to #55844 in the amount of \$271,582.13.

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

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/12/2013 (Printed 06/07/2013 09:15)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76888	EATON, PAUL	TRAVEL	PD	162.00
		WARRANT TOTAL		162.00
76889	HARRIS, JASON	TRAVEL	PD	162.00
		WARRANT TOTAL		162.00
76890	ACE INDUSTRIAL SUPPLY, INC.	OPERATING SUPPLIES	SWR	522.31
		WARRANT TOTAL		522.31
76891	A WORKSAFE SERVICE, INC.	PROFESSIONAL SERVICES	FIN	52.00
		PROF SERVICE-MEDICAL EXAMS	FD	52.00
		PROFESSIONAL SERVICES	PK	52.00
		MISC-DUES/SUBSCRIPTIONS	PK	104.00
		MISCELLANEOUS	CEM	52.00
		MISC-TUITION/REGISTRATION	ST	52.00
		PROFESSIONAL SERVICES	SWTR	52.00
		WARRANT TOTAL		416.00
76892	ALLWEST UNDERGROUND INC.	MAINTENANCE OF LINES	SWR	3,476.43
		WARRANT TOTAL		3,476.43
76893	ANDERSON PAPER & PACKAGING CO.	OPERATING SUPPLIES	PK	151.08
		WARRANT TOTAL		151.08
76894	ANDERSSON, MARY	COMMUNITY GRANT PROGRAM	LIB	200.00
		WARRANT TOTAL		200.00
76895	A.T.V. ACCESSORIES	FIRE VEHICLES	FD	1,623.00
		OPERATING SUP - HAMMER SQ	PK	54.10
		WARRANT TOTAL		1,677.10
76896	ANDGAR CORP	REPAIRS/MT-PARKS SHOP	PK	113.72
		REPAIRS/MT-COMMUNITY CTR	PK	119.13
		REPAIR/MT-SENIOR CENTER	PK	611.90
		REPAIR/MT-NORTH TOWNSHIP	PK	162.45
		REPAIR/MAINT-LIBRARY	PK	119.13
		REPAIR/MAINT-CITY HALL	PK	1,910.41
		REPAIR/MAINT-CITY HALL	PK	73.64
		WARRANT TOTAL		3,110.38
76897	APPLIED INDUSTRIAL TECH	MAINT OF GENERAL EQUIP	SWR	1,769.97
		MAINT OF GENERAL EQUIP	SWR	336.68
		MAINT OF GENERAL EQUIP	SWR	5,604.47
		WARRANT TOTAL		4,171.18
76898	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	2.49
		MISC-LAUNDRY	ST	2.49
		MISC-LAUNDRY	ST	2.49
		MISC-LAUNDRY	ST	2.49
		LAUNDRY	SWR	8.34
		LAUNDRY	SWR	8.34
		LAUNDRY	SWR	8.34

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		LAUNDRY	SWR	8.34
		WARRANT TOTAL		43.32
76899	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	68.02
		AUTO FUEL	PD	56.17
		AUTO FUEL	PD	1,800.99
		AUTO FUEL/DIESEL	FD	974.19
		AUTO FUEL/DIESEL	PK	29.26
		AUTO FUEL/DIESEL	PK	496.03
		AUTO FUEL/DIESEL	CEM	181.40
		AUTO FUEL/DIESEL	ST	301.55
		AUTO FUEL/DIESEL	ST	407.53
		AUTO FUEL/DIESEL	ST	418.43
		AUTO FUEL/DIESEL	SWR	85.82
		AUTO FUEL/DIESEL	SWR	221.50
		AUTO FUEL/DIESEL	SAN	2,138.55
		AUTO FUEL/DIESEL	SAN	110.80
		WARRANT TOTAL		7,290.24
76900	AT & T	TELEPHONE	JUD	1.83
		TELEPHONE	EEX	.92
		TELEPHONE	FIN	9.16
		TELEPHONE	LGL	5.49
		TELEPHONE	PLN	43.96
		TELEPHONE	ENG	58.61
		TELEPHONE	PD	42.13
		TELEPHONE	FD	5.49
		TELEPHONE	INSP	1.83
		TELEPHONE	LIB	1.83
		TELEPHONE	SWR	10.99
		TELEPHONE	SAN	.92
		WARRANT TOTAL		183.16
76901	BARNETT IMPLEMENT CO. INC	REPAIR/MAINTENANCE EQUIP	PK	284.11
		REPAIR/MAINTENANCE EQUIP	PK	200.60
		REPAIR/MAINTENANCE EQUIP	PK	69.79
		REPAIR/MAINTENANCE EQUIP	PK	42.13
		REPAIR/MAINTENANCE EQUIP	PK	278.51
		REPAIR/MAINTENANCE EQUIP	PK	156.80
		REPAIR/MAINTENANCE-EQUIP	ST	231.33
		REPAIR/MAINTENANCE-EQUIP	ST	493.02
		OPERATING SUPPLIES	SAN	21.53
		OPERATING SUPPLIES	ERR	30.90
		WARRANT TOTAL		1,808.72
76902	BAY CITY SUPPLY	OPERATING SUP - COMM CENTER	PK	93.60
		OPERATING SUP - SENIOR CTR	PK	111.65
		OPERATING SUP - HAMMER SQ	PK	13.85
		TRAIL CONSTRUCTION	PTH	516.58
		OPERATING SUPPLIES	SWR	178.05
		WARRANT TOTAL		886.03

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/12/2013 (Printed 06/07/2013 09:15)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76903	BERG VAULT COMPANY	LINERS	CEM	1,705.00
		WARRANT TOTAL		1,705.00
76904	BLAKELY, BOB	MISC-DUES/SUBSCRIPTIONS	SWR	85.00
		WARRANT TOTAL		85.00
76905	BOULDER PARK, INC	SOLIDS HANDLING	SWR	5,975.94
		WARRANT TOTAL		5,975.94
76906	CARL'S TOWING INC.	PROFESSIONAL SERVICES	PD	236.09
		WARRANT TOTAL		236.09
76907	CASCADE NATURAL GAS CORP.	UTILITIES-COMMUNITY CTR	PK	25.38
		UTILITIES-SENIOR CENTER	PK	55.71
		UTILITIES-HAMMER SQUARE	PK	13.72
		UTILITIES - SHOP	PK	10.14
		PUBLIC UTILITIES	ST	10.60
		PUBLIC UTILITIES	ST	4.35
		PUBLIC UTILITIES	LIB	14.49
		PUBLIC UTILITIES	SWR	33.16
		PUBLIC UTILITIES	SAN	26.16
		WARRANT TOTAL		193.71
76908	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	22.72
		WARRANT TOTAL		22.72
76909	CHEMSEARCH	MAINT OF GENERAL EQUIP	SWR	119.63
		WARRANT TOTAL		119.63
76910	CITIES INSURANCE ASSOC.	INSURANCE	PK	369.24
		WARRANT TOTAL		369.24
76911	CODE 4 PUBLIC SAFETY ED ASSOC	TUITION/REGISTRATION	PD	169.00
		TUITION/REGISTRATION	PD	495.00
		WARRANT TOTAL		664.00
76912	CODE PUBLISHING INC.	CODE BOOK	LGS	233.89
		WARRANT TOTAL		233.89
76913	COLLINS OFFICE SUPPLY, INC	SUPPLIES	ENG	2.56
		ENG SR20 COOK RD REALIGN	ART	26.25
		WARRANT TOTAL		28.81
76914	COMCAST	INTERNET SERVICES	IT	130.68
		WARRANT TOTAL		130.68
76915	CORRECTIONAL INDUSTRIES	PROFESSIONAL SERVICES	ENG	115.08
		WARRANT TOTAL		115.08
76916	CAPITAL ONE COMMERCIAL	EMPLOYEE RECOGNITION	EXE	33.48
		EMPLOYEE WELLNESS (MEALS)	EXE	43.99
		EMPLOYEE WELLNESS (MEALS)	EXE	58.55

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	FD	389.60
		WARRANT TOTAL		525.62
76917	CREELMAN & SHILLING (DRS	PROFESSIONAL SERVICES	SWR	110.00
		WARRANT TOTAL		110.00
76918	CRUISE MASTER PRISMS, INC.	SMALL TOOLS & MINOR EQUIP	FD	214.90
		WARRANT TOTAL		214.90
76919	CUES	REPAIRS/MAINTENANCE	SWTR	13.24
		REPAIRS/MAINTENANCE	SWTR	218.41
		WARRANT TOTAL		231.65
76920	DAHL ELECTRIC INC.	REPAIR/MT-SENIOR CENTER	PK	603.33
		REPAIR/MAINT-CITY HALL	PK	877.94
		BUILDINGS & STRUCTURES	ST	2,895.20
		BUILDINGS & STRUCTURES	ST	2,515.14
		WARRANT TOTAL		6,891.61
76921	DATA BASE RECORDS DESTRUCTION LLC	SUPPLIES	JUD	22.39
		SUPPLIES	FIN	22.39
		SUPPLIES/BOOKS	PLN	6.51
		SUPPLIES	ENG	6.50
		OFFICE/OPERATING SUPPLIES	PD	44.78
		OFF/OPER SUPPS & BOOKS	INSP	6.51
		WARRANT TOTAL		109.08
76922	DEPARTMENT OF COMMERCE	PRINCIPAL PAYMENT - PWTF	SWR	350,000.00
		PRINCIPAL PAYMENT - PWTF	SWR	202,081.90
		PRINCIPAL PAYMENT - PWTF	SWR	38,277.26
		INTEREST PAYMENT - PWTF	SWR	24,500.00
		INTEREST PAYMENT - PWTF	SWR	16,032.23
		INTEREST PAYMENT - PWTF	SWR	2,488.06
		WARRANT TOTAL		633,380.05
76923	DAVID EVANS & ASSOC INC	ENG SR20 COOK RD REALLIGN	ART	95,928.03
		ENG-SR20/COOK REALIGN SKAT	AST	184.60
		ENG-SR20/COOK REALIGN PUD	ART	2,769.05
		WARRANT TOTAL		98,881.68
76924	DIMENSIONAL COMM, INC.	REPAIRS/MT-COMMUNITY CTR	PK	363.08
		WARRANT TOTAL		363.08
76925	E & E LUMBER	OPERATING SUP - RIVERFRONT	PK	22.37
		OPERATING SUP - RIVERFRONT	PK	47.64
		OPERATING SUP - RIVERFRONT	PK	14.88
		OPERATING SUP - RV PARK	PK	60.91
		OPERATING SUP - RV PARK	PK	35.97
		OPERATING SUP - RV PARK	PK	33.56
		OPERATING SUP - COMM CENTER	PK	8.13
		OPERATING SUP - MEMORIAL	PK	23.38
		OPERATING SUP - HAMMER SQ	PK	5.07

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUP - HAMMER SQ	PK	18.31
		SMALL TOOLS & MINOR EQUIP	PK	131.33
		REPAIRS/MT-RIVERFRONT	PK	27.89
		REPAIR/MT-BINGHAM PARK	PK	110.56
		REPAIR/MAINT-HEADSTONES	CEM	12.70
		REPAIR/MAINT-EQUIP & BLDG	CEM	16.26
		OPERATING SUPPLIES	ST	34.10
		OPERATING SUPPLIES	ST	10.15
		OPERATING SUPPLIES	ST	37.00
		SMALL TOOLS/MINOR EQUIP	ST	68.70
		MAINTENANCE OF LINES	SWR	29.87
		MAINT OF GENERAL EQUIP	SWR	82.15
		OPERATING SUPPLIES	SAN	102.52
		WARRANT TOTAL		933.45
76926	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	483.65
		WARRANT TOTAL		483.65
76927	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	482.00
		PROFESSIONAL SERVICES	SWR	35.00
		WARRANT TOTAL		517.00
76928	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	FIN	7.97
		OFFICE/OPERATING SUPPLIES	PD	14.27
		WARRANT TOTAL		22.24
76929	EMERGENCY MEDICAL PRODUCTS INC	FIRE VEHICLES	FD	614.33
		WARRANT TOTAL		614.33
76930	EVERGREEN ID SYSTEMS	SUPPLIES	FIN	122.75
		WARRANT TOTAL		122.75
76931	FARMERS EQUIPMENT CO.	REPAIR/MAINTENANCE EQUIP	PK	270.60
		WARRANT TOTAL		270.60
76932	FASTENAL COMPANY	OPERATING SUPPLIES	ST	23.45
		MAINT OF GENERAL EQUIP	SWR	115.88
		MAINT OF GENERAL EQUIP	SWR	185.29
		WARRANT TOTAL		324.62
76933	GLEASON, JOHN M.	PROSECUTING ATTORNEY	LGL	480.19
		WARRANT TOTAL		480.19
76934	FRONTIER	TELEPHONE	PD	55.94
		TELEPHONE	PD	46.86
		TELEPHONE	FD	132.93
		UTILITIES-COMMUNITY CTR	PK	82.92
		PUBLIC UTILITIES-CITY HALL	PK	58.63
		PUBLIC UTILITIES-CITY HALL	PK	111.86
		TELEPHONE	CEM	67.01
		TELEPHONE	LIB	114.90
		TELEPHONE	SWR	219.01

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	SAN	85.99
		WARRANT TOTAL		976.05
76935	FRONTIER BUILDING SUPPLY	OPERATING SUPPLIES	ST	2,322.82
		WARRANT TOTAL		2,322.82
76936	GENERATOR SERVICES NW	REPAIRS/MAINT-EQUIP	FD	693.08
		REPAIR/MAINT-STATION 2	FD	305.51
		MAINTENANCE CONTRACTS	SWR	3,465.38
		MAINT OF GENERAL EQUIP	SWR	284.02
		MAINT OF GENERAL EQUIP	SWR	1,364.06
		REPAIRS/MAINTENANCE	SWTR	346.54
		WARRANT TOTAL		6,458.59
76937	GLOBAL EQUIP. COMPANY	OPERATING SUPPLIES	SAN	56.38
		WARRANT TOTAL		56.38
76938	GREAT AMERICA FINANCIAL SVCS.	REPAIR/MAINTENANCE-EQUIP	LIB	139.76
		WARRANT TOTAL		139.76
76939	GUARDIAN SECURITY	REPAIRS/MT-COMMUNITY CTR	PK	189.36
		REPAIR/MT-SENIOR CENTER	PK	449.04
		REPAIR/MAINT-CITY HALL	PK	211.00
		WARRANT TOTAL		849.40
76940	HAYDEN, PATRICK	CONFLICT COUNCIL	LGL	150.00
		WARRANT TOTAL		150.00
76941	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		75.00
76942	INGRAM LIBRARY SERVICES	BOOKS & MATERIALS	LIB	688.04
		BOOKS & MATERIALS	LIB	58.38
		BOOKS & MATERIALS	LIB	75.04
		BOOKS & MATERIALS	LIB	92.05
		BOOKS & MATERIALS	LIB	210.20
		BOOKS & MATERIALS	LIB	133.05
		WARRANT TOTAL		1,256.76
76943	JOHNSON, BARBARA J.	PROGRAMMING GRANTS	LIB	500.00
		WARRANT TOTAL		500.00
76944	JOHN DEERE GOVERNMENT &	EQUIP & VEHICLES - SEWER	ERR	3,148.00
		WARRANT TOTAL		3,148.00
76945	JOYS BAKERY & CAFE	EMPLOYEE RECOGNITION	EXE	48.74
		WARRANT TOTAL		48.74
76946	KARL'S PAINTS LLC	REPAIRS/MT-RIVERFRONT	PK	61.87
		WARRANT TOTAL		61.87
76947	LAKESIDE INDUSTRIES	REPAIR/MAINT-STREETS	ST	154.09

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		154.09
76948	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	116.00
		WARRANT TOTAL		116.00
76949	LAST LEAF PRODUCTIONS	SUMMER READING PROGRAM	LIB	250.00
		WARRANT TOTAL		250.00
76950	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	ST	490.25
		OPERATING SUPPLIES	ST	121.23
		WARRANT TOTAL		611.48
76951	LITHTEX NW	SUPPLIES	JUD	69.25
		PRINTING/PUBLICATIONS	PD	109.82
		WARRANT TOTAL		179.07
76952	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	665.68
		REPAIR/MAINT-STREETS	ST	1,290.22
		WARRANT TOTAL		1,955.90
76953	MISTER T'S AWARDS & EMB	EMPLOYEE RECOGNITION	EXE	76.28
		EMPLOYEE RECOGNITION	EXE	54.10
		WARRANT TOTAL		130.38
76954	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	1,004.18
		WARRANT TOTAL		1,004.18
76955	NORTH CASCADE FORD	REPAIR & MAINTENANCE	CS	207.74
		REPAIR & MAINT - AUTO	PD	355.22
		REPAIR & MAINT - AUTO	PD	67.30
		WARRANT TOTAL		630.26
76956	NORTHSTAR CHEMICAL INC.	OP SUPPLIES-CHEMICALS	SWR	1,420.59
		WARRANT TOTAL		1,420.59
76957	OASYS	REPAIR/MAINTENANCE-EQUIP	LIB	62.58
		WARRANT TOTAL		62.58
76958	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	ST	173.26
		WARRANT TOTAL		173.26
76959	P & P EXCAVATING LLC	REPAIR/MT-HAMMER SQUARE	PK	1,604.41
		WARRANT TOTAL		1,604.41
76960	PAT RIMMER TIRE CTR, INC	REPAIR/MAINTENANCE EQUIP	PK	143.36
		WARRANT TOTAL		143.36
76961	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	29.74
		BOOKS & MATERIALS	LIB	43.79
		WARRANT TOTAL		73.53
76962	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34
		POSTAGE	FD	47.33
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
76963	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	SWR	77.40
		WARRANT TOTAL		77.40
76964	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	18.18
		PUBLIC UTILITIES	FD	90.89
		UTILITIES-RIVERFRONT	PK	455.33
		UTILITIES-COMMUNITY CTR	PK	132.22
		UTILITIES-SENIOR CENTER	PK	445.29
		UTILITIES-TRAIN	PK	25.52
		UTILITIES-HAMMER SQUARE	PK	170.89
		UTILITIES-BINGHAM/MEMORIAL	PK	46.48
		UTILITIES - SHOP	PK	32.38
		UTILITIES - SHOP	PK	14.35
		UTILITIES - OTHER	PK	10.28
		PUBLIC UTILITIES-CITY HALL	PK	1,901.31
		PUBLIC UTILITIES	CEM	49.43
		PUBLIC UTILITIES	ST	6.15
		PUBLIC UTILITIES	ST	66.20
		PUBLIC UTILITIES	ST	115.34
		PUBLIC UTILITIES	ST	184.41
		PUBLIC UTILITIES	LIB	198.91
		ADVERTISING	HOT	34.18
		PUBLIC UTILITIES	SWR	9,358.05
		PUBLIC UTILITIES	SAN	122.35
		PUBLIC UTILITIES	SWTR	84.25
		WARRANT TOTAL		13,562.39
76965	PURCHASE POWER	POSTAGE	JUD	256.88
		POSTAGE	FIN	323.81
		POSTAGE	LGL	4.98
		POSTAGE	PLN	6.37
		POSTAGE	ENG	155.00
		POSTAGE	PD	195.72
		POSTAGE	FD	31.28
		POSTAGE	FD	.38
		POSTAGE	INSP	35.32
		POSTAGE	CEM	9.82
		POSTAGE	SWR	117.29
		POSTAGE	SAN	54.13
		OPERATING SUPPLIES	SWTR	9.02
		WARRANT TOTAL		1,200.00
76966	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINTENANCE	CS	929.27
		REPAIR & MAINTENANCE	CS	188.01
		WARRANT TOTAL		1,117.28

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76967	RICK'S REFRIGERATION INC.	SOLID WASTE DISPOSAL	SAN	275.08
		WARRANT TOTAL		275.08
76968	RENE'S WORLD	SUPPLIES	FIN	10.83
		SUPPLIES	FIN	10.83
		SUPPLIES	FIN	7.58
		WARRANT TOTAL		29.24
76969	SALSEINA, NATHAN	REPAIRS/MT-COMMUNITY CTR	PK	400.33
		WARRANT TOTAL		400.33
76970	SAUNDERSON MARKETING GROUP	COMMUNICATION	EXE	500.00
		WARRANT TOTAL		500.00
76971	SCADA & CONTROLS ENGINEERING INC	OPERATING SUPPLIES	SWR	230.00
		WARRANT TOTAL		230.00
76972	SCREEN GRAPHICS OF FLA	OPERATING SUPPLIES	SAN	257.03
		WARRANT TOTAL		257.03
76973	SECRETARY OF STATE	INTERNET	LIB	404.02
		WARRANT TOTAL		404.02
76974	SEDRO-WOOLLEY AUTO PARTS	SMALL TOOLS & MINOR EQUIP	FD	43.75
		MISC-LAUNDRY	ST	4.12
		MAINTENANCE OF VEHICLES	SWR	35.83
		MAINT OF GENERAL EQUIP	SWR	10.81
		MAINT OF GENERAL EQUIP	SWR	243.45
		OPERATING SUPPLIES	SWR	68.23
		OPERATING SUPPLIES	SAN	112.04
		WARRANT TOTAL		518.23
76975	SEDRO-WOOLLEY CHAMBER OF	CHAMBER OF COMMERCE	HOT	1,732.39
		WARRANT TOTAL		1,732.39
76976	SEDRO-WOOLLEY MUSEUM	S-W MUSEUM	HOT	2,184.54
		WARRANT TOTAL		2,184.54
76977	SEDRO-WOOLLEY VETERINARY CARE	VETERINARY SERVICES	PD	46.09
		WARRANT TOTAL		46.09
76978	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	9,927.50
		WARRANT TOTAL		9,927.50
76979	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	342.81
		WARRANT TOTAL		342.81
76980	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	3,573.32
		MISC-FILING FEES/LIEN EXP	SAN	1,704.23
		OPERATING SUPPLIES	SWTR	219.87
		WARRANT TOTAL		5,497.42

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76981	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES	IT	389.75
		SPILLMAN SYSTEM	PD	2,855.35
		WARRANT TOTAL		3,245.10
76982	SKAGIT COUNTY SHERIFF	PRISONERS	PD	9,850.50
		WARRANT TOTAL		9,850.50
76983	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	170.65
		WARRANT TOTAL		170.65
76984	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	FD	3.02
		OPERATING SUP - RIVERFRONT	PK	25.97
		OPERATING SUP - RV PARK	PK	35.72
		OPERATING SUPPLIES	ST	12.99
		OPERATING SUPPLIES	ST	28.14
		REPAIR/MAINT-STREETS	ST	79.04
		WARRANT TOTAL		184.88
76985	SKAGIT SURVEYORS &	ENG-SR9 LUCAS/PARK COTTAGE ART	ART	1,616.25
		ENG-SR9 LUCAS/PARK COTTAGE ART	ART	183.75
		WARRANT TOTAL		1,800.00
76986	SK. VALLEY BARK & TOPSOIL, INC.	REPAIR/MT-HARRY OSBORNE	PK	113.72
		WARRANT TOTAL		113.72
76987	SKAGIT PUBLISHING	EMPLOYEE RECOGNITION	EXE	20.00
		WARRANT TOTAL		20.00
76988	SMS	REPAIR/MAINT-STATION 2	FD	270.83
		REPAIR/MT-HAMMER SQUARE	PK	90.28
		REPAIR/MAINT-CITY HALL	PK	90.28
		REPAIR/MAINT-CITY HALL	PK	541.67
		MAINTENANCE CONTRACTS	SWR	631.94
		WARRANT TOTAL		1,625.00
76989	STAPLES BUSINESS ADVANTAGE	EMPLOYEE WELLNESS (MEALS)	EXE	44.09
		EMPLOYEE WELLNESS (MEALS)	EXE	40.59
		SUPPLIES	FIN	178.05
		OFFICE/OPERATING SUPPLIES	PD	13.84
		WARRANT TOTAL		276.57
76990	TARGHEE FIRE SVC. LLC	REPAIR & MAINTENANCE	ENG	305.88
		SAFETY EQUIPMENT	ST	1,101.40
		SMALL TOOLS & MINOR EQUIP	SWR	1,101.40
		VEHICLES - ADMIN	ERR	2.44
		EQUIP & VEHICLES - STORM	ERR	.80
		EQUIP & VEHICLES - SEWER	ERR	8.12
		EQUIP & VEHICLES - CEM	ERR	1.62
		EQUIP & VEHICLES - STREETS	ERR	7.31
		EQUIP & VEHICLES - PARK	ERR	2.44
		WARRANT TOTAL		2,531.41

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76991	TRASK, SYLVIA	SUMMER READING PROGRAM	LIB	100.00
		WARRANT TOTAL		100.00
76992	TRAFFIC SAFETY SUPPLY CO.	OPERATING SUPPLIES	ST	912.05
		WARRANT TOTAL		912.05
76993	TRAIL ROAD EXPRESS LUBE	REPAIRS/MAINT-EQUIP	FD	35.47
		WARRANT TOTAL		35.47
76994	TRUE VALUE	OPERATING SUPPLIES	FD	8.72
		AUTO FUEL/DIESEL	FD	17.32
		FIRE VEHICLES	FD	16.55
		OFF/OPER SUPPS & BOOKS	INSP	22.72
		OPERATING SUP - COMM CENTER	PK	26.50
		OPERATING SUP - HAMMER SQ	PK	2.79
		OPERATING SUP - HAMMER SQ	PK	9.74
		SMALL TOOLS & MINOR EQUIP	PK	25.43
		REPAIR/MT-HAMMER SQUARE	PK	49.80
		REPAIR/MT-HAMMER SQUARE	PK	20.56
		REPAIR/MT-HARRY OSBORNE	PK	57.34
		REPAIR/MAINTENANCE EQUIP	PK	36.81
		OPERATING SUPPLIES	SWR	15.14
		SMALL TOOLS & MINOR EQUIP	SWR	64.97
		OPERATING SUPPLIES	SAN	.70
		OPERATING SUPPLIES	SAN	74.63
		WARRANT TOTAL		449.72
76995	TUCKER, WILLIAM L.	TRAVEL	PD	66.70
		WARRANT TOTAL		66.70
76996	UPS	POSTAGE	PD	10.61
		ENG SR20 COOK RD REALIGN	ART	21.15
		OPERATING SUPPLIES	SWR	19.11
		WARRANT TOTAL		50.87
76997	USA BLUE BOOK	OPERATING SUPPLIES	SWR	69.60
		WARRANT TOTAL		69.60
76998	VALLEY AUTO SUPPLY	REPAIR/MAINTENANCE EQUIP	PK	132.34
		REPAIRS/MAINT-EQUIP	SAN	23.70
		OPERATING SUPPLIES	SAN	77.22
		WARRANT TOTAL		233.26
76999	VOYAGER FLEET SYSTEMS INC.	AUTO FUEL/DIESEL	FD	16.47
		WARRANT TOTAL		16.47
77000	VERIZON WIRELESS	TELEPHONE	EXE	55.51
		TELEPHONE	FIN	55.51
		TELEPHONE	LGL	55.51
		POSTAGE	IT	55.51
		CELL PHONES	ENG	166.53
		TELEPHONE	PD	167.10

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	PD	440.11
		TELEPHONE	PD	416.20
		TELEPHONE	FD	440.17
		TELEPHONE	FD	71.10
		TELEPHONE	PK	138.91
		TELEPHONE	CEM	39.15
		TELEPHONE	ST	78.30
		NEXTEL CELL PHONES	SWR	182.03
		NEXTEL CELL PHONES	SAN	139.37
		WARRANT TOTAL		2,501.01
77001	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	129.00
		INTERGOV SVC-GUN PERMITS	PD	162.00
		WARRANT TOTAL		291.00
77002	WA ST DEPT OF TRANS	ENG SR20 COOK RD REALIGN	ART	551.89
		WARRANT TOTAL		551.89
77003	WA STATE PATROL	PROFESSIONAL SERVICES	FIN	10.00
		MISC-DUES/SUBSCRIPTIONS	PK	60.00
		MISC-TUITION/REGISTRATION	CEM	10.00
		PROFESSIONAL SERVICES	SWR	10.00
		WARRANT TOTAL		90.00
77004	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		9,844.24
		WARRANT TOTAL		9,844.24
77005	WHATCOM CO. SHERIFF'S OFFICE	PROFESSIONAL SERVICES	LGL	27.00
		WARRANT TOTAL		27.00
77006	WOOD'S LOGGING SUPPLY INC	OPERATING SUP - RIVERFRONT	PK	71.43
		SMALL TOOLS & MINOR EQUIP	PK	25.53
		SMALL TOOLS & MINOR EQUIP	PK	38.94
		SAFETY EQUIPMENT	PK	75.78
		OPERATING SUPPLIES	CEM	11.92
		MAINTENANCE OF LINES	SWR	34.90
		MAINTENANCE OF LINES	SWR	32.49
		OPERATING SUPPLIES	SAN	48.70
		REPAIRS/MAINTENANCE	SWTR	606.48
		WARRANT TOTAL		868.29
77007	SKAGIT ROCK & GEM CLUB	COMMUNITY CENTER		525.00
		COMMUNITY CENTER CLEANING FEE		100.00
		WARRANT TOTAL		625.00
77008	ANDERSON, DALE	BUILDING REVIEW FEES		63.21
		WARRANT TOTAL		63.21
77009	RICHEY, REBECCA	COMMUNITY CENTER		174.50
		COMMUNITY CENTER CLEANING FEE		100.00
		COMMUNITY CENTER DEPOSITS		99.50
		WARRANT TOTAL		374.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
77010	KOSTER, RANDALL	SPACE/FACILITY RENT-RIVERFRONT	175.00
		WARRANT TOTAL	175.00
		RUN TOTAL	878,917.06

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	52,473.09
101	PARK FUND	17,736.82
102	CEMETERY FUND	2,154.69
103	STREET FUND	15,318.20
104	ARTERIAL STREET FUND	101,280.97
105	LIBRARY FUND	3,316.78
108	STADIUM FUND	3,951.11
113	PATHS AND TRAILS FUND	516.58
401	SEWER FUND	38,582.58
410	SEWER CAPITAL PROJECTS RESERVE	633,380.05
412	SOLID WASTE FUND	5,454.75
425	STORMWATER	1,549.81
501	EQUIPMENT REPLACEMENT FUND	3,201.63
TOTAL		878,917.06

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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DEPARTMENT	AMOUNT
001 000 000	9,907.45
001 000 011	233.89
001 000 012	466.35
001 000 013	976.25
001 000 014	858.22
001 000 015	893.82
001 000 017	575.94
001 000 018	1,393.04
001 000 019	104.17
001 000 020	857.49
001 000 021	18,579.12
001 000 022	16,509.46
001 000 024	1,117.89
FUND CURRENT EXPENSE FUND	52,473.09
101 000 000	1,174.00
101 000 076	16,562.82
FUND PARK FUND	17,736.82
102 000 036	2,154.69
FUND CEMETERY FUND	2,154.69
103 000 042	15,318.20
FUND STREET FUND	15,318.20
104 000 042	101,280.97
FUND ARTERIAL STREET FUND	101,280.97
105 000 072	3,316.78
FUND LIBRARY FUND	3,316.78
108 000 019	3,951.11
FUND STADIUM FUND	3,951.11
113 000 095	516.58
FUND PATHS AND TRAILS FUND	516.58
401 000 035	38,582.58
FUND SEWER FUND	38,582.58
410 000 000	633,380.05
FUND SEWER CAPITAL PROJECTS RESERVE	633,380.05
412 000 037	5,454.75
FUND SOLID WASTE FUND	5,454.75
425 000 031	1,549.81
FUND STORMWATER	1,549.81
501 000 048	3,201.63
FUND EQUIPMENT REPLACEMENT FUND	3,201.63

VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	TOTAL		878,917.06			

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 12 2013

Agreement Number: _____

DES Use Only

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

MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and the City of Sedro-Woolley,
Entity Name

a state agency, or local or federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. Purpose: The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. Duration: This Agreement will become effective on date of execution, and will continue in full force and effect until thirty (30) days following receipt of written notice from either party cancelling this Agreement.
3. Agreement Contact Information: Contact person to whom contract documents and related communications are to be mailed or faxed.

Organization Name:	City of Sedro-Woolley		
Tax Identification Number:	91-6001276		
Unified Business Identifier <i>Required for Non-Profit:</i>			
Contact Name:	Eron Berg		
Title:	City Supervisor		
Address:	325 Metcalf Street		
City:	Sedro-Woolley	State:	WA
		Zip:	98284
Phone Number:	360-855-1661		
Email Address:	eberg@ci.sedro-woolley.wa.us		

4. Cancellation of Agreement: This agreement can be terminated by either party upon 30 days written notice provided to DES at:
Email to: mcua@des.wa.gov OR Mail to: WA Dept of Enterprise Services
MCUA, Attn: Kris Gorgas
P.O. Box 41409
Olympia, WA 98504-1409
5. Financial Responsibility: Buyer will deal directly with the Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

- 6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
- 7. Master Contract Audits: Buyer agrees to cooperate with DES, the Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
- 8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.

In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.

- 9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
- 10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
- 11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

APPROVED

WASHINGTON STATE
 DEPARTMENT OF ENTERPRISE SERVICES

 Entity Name

 Signature
 Roselyn Marcus, Assistant Director

 Name/Title

 Date

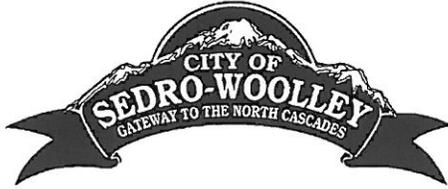
CITY OF SEDRO-WOOLLEY

 Entity Name

 Signature
 Mike Anderson, Mayor

 Name/Title

 Date



CITY COUNCIL AGENDA
REGULAR MEETING

JUN 12 2013

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible Contract Amendment No. 1
Contract 2013-PW-06
Generator Services NW LLC**
DATE: June 6, 2013 (for Council action June 12, 2013)

ISSUE:

Shall council move to authorize Mayor Anderson to execute Contract Amendment No. 1 to Contract 2013-PW-06 with Generator Services NW LLC of Lynnwood, WA for additional backup generator maintenance and repairs?

BACKGROUND/ DISCUSSION:

Public Works issued Contract 2013-PW-06 to Generator Services NW LLC of Lynnwood, WA on March 7, 2013 to provide annual preventative and quarterly maintenance for thirteen (13) backup generator sets as specified for the 2013 calendar year. During the first quarterly maintenance inspection for 2013 it was brought to our attention that additional repairs were needed to some of our generators. This amendment will provide a budget of \$5,000 for additional repairs that may be discovered during the period of the agreement. The total for Amendment 1 for added work is \$5,000.00.

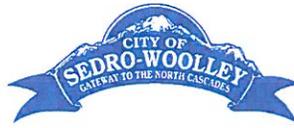
FINANCIAL:

Original Agreement dated 3/7/2013	\$11,713.20
Amendment 1	\$ 5,000.00
Revised Contract Total	\$16,713.20

Funds for this project are available from the Account 401 Maintenance Contracts line item.

MOTION:

Move to authorize Mayor Anderson to execute Contract Amendment No. 1 to Agreement No. 2013-PW-06 with Generator Services NW LLC of Lynnwood, WA amending the contract total to \$16,713.20.



AMENDMENT NO. 1

To the PUBLIC WORKS AGREEMENT No. 2013-PW-06
Dated March 7, 2013
Between The City of Sedro-Woolley, Washington
And Generator Services NW LLC

This Amendment revises the above contract as follows:

Section III. PAYMENT is revised as follows:
A. The maximum payable hereunder is **\$ 16,713.20**

Section IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK is revised as follows:
C. Scope of project: In addition to “Provide Annual and Quarterly Preventative Maintenance for thirteen (13) Backup Generator Sets as specified in - **ATTACHMENT A**. Amended to provide additional repairs, replacement parts, labor as amended by **ATTACHMENT B**, and as otherwise directed by the city’s designated project manager.

All other terms and conditions remain as per the original agreement.

DATED this _____ day of June, 2013.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

CONTRACTOR:
Generator Services NW LLC

By: _____

ATTACHMENT B



877-745-2096

May 14, 2013

Current Rate Sheet for Scheduled repairs and/or Emergency call out to site

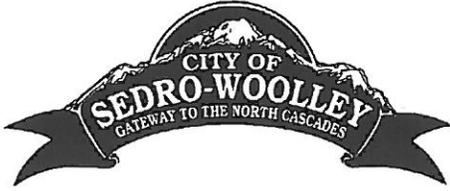
Labor Rate: \$95.00 per hour regular time M-F 8am to 4pm

\$142.50 per hour- after hours, weekends or holidays

Mileage: \$1.00 per mile

Parts: Cost plus 20%

Repairs are time and materials. Completion of repairs will be subject to prior approval by the Customer.



CITY COUNCIL AGENDA
REGULAR MEETING

JUN 12 2013

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Contract Services Agreement for Approval
Cascade Natural Gas Corporation**
DATE: June 5, 2013 (for Council action June 12, 2013)

ISSUE

Should Mayor Anderson execute the attached Contract Services Agreement with Cascade Natural Gas Corporation to reimburse CNG for relocation of the Gas Regulator Station R11 as required for the SR20/Cook Road Realignment Project in the amount of \$94,324?

BACKGROUND/DISCUSSION

The design for the SR20/Cook Road Realignment & Extension Project includes a new entrance to the Skagit Industrial Park just east of the present Washington Street intersection with SR20. CNG has a gas regulator station located within the footprint of the proposed entrance that will need to be relocated in order to construct the facilities. This station is located on private property, and is not subject to our Franchise Agreement with CNG. As a result, the city will need to compensate CNG for the cost of the relocation.

Attached is the proposed Contract Services Agreement with CNG for the relocation of the regulator station. CNG had previously quoted \$100,000 for this work, and that amount is included in our project budget. The final agreement amount of \$94,324 is slightly lower than the original estimate. The contract amount is the estimated cost of the work; the final billing will be for the actual cost.

The project was advertised for bids on May 30, 2013, with bids to close on June 20, 2013. Work on the project will start August 1, 2013. Work on the Stage 3 portion of the project which includes the SR20/Cook roundabout is scheduled to begin in May 2014. Relocation of the gas regulator is required prior to that time.

Staff recommends approval and execution of the attached Agreement.

MOTION:

Move to authorize Mayor Anderson to execute the attached Contract Services Agreement with Cascade Natural Gas Corporation to reimburse CNG for relocation of the Gas Regulator Station R11 as required for the SR20/Cook Road Realignment Project in the amount of \$94,324.

CONTRACT SERVICES AGREEMENT

This Agreement, effective as of the 10th day of June, 2013 by and between City of Sedro Woolley, hereafter referred to as "OWNER" and Cascade Natural Gas Corporation, Inc., hereafter referred to as "CONTRACTOR".

In consideration of the premises and of the covenants herein contained, it is hereby agreed as follows:

1. CONTRACTOR shall perform the work as described in the Description of Work, attached hereto as Exhibit "A" which is, by this reference, incorporated herein and made part hereof. CONTRACTOR shall perform the work with due diligence, in a safe, competent, orderly and workmanlike manner, like a reasonable prudent contractor in similar circumstances, and in conformance with industry practices and in compliance with all applicable laws and regulations.
2. OWNER may terminate this Agreement at any time and at its sole discretion by giving written notice to CONTRACTOR. If this Agreement is so terminated, OWNER shall pay CONTRACTOR to the date of termination in accordance with paragraphs 3 and 4. CONTRACTOR may terminate this agreement without cause by giving thirty days written notice to OWNER. Either party might terminate this Agreement for reasonable cause effective immediately upon the giving of written notice of the termination for cause. The grounds for reasonable cause shall include: material violation of this agreement, and/or any act exposing the other party to liability for personal injury or property damage.
3. OWNER shall pay CONTRACTOR according to the rate(s) set forth in Exhibit "A." In addition, OWNER agrees to reimburse Contractor for such expenses described in Exhibit "A" as are reasonably incurred in connection with the performance of services hereunder. CONTRACTOR must provide OWNER appropriate documentation of the expenses with a request fro payment. CONTRACTOR will invoice OWNER and OWNER will pay CONTRACTOR within thirty (30) days after receipt of the invoice.
4. CONTRACTOR shall supply at its own expense, all materials, supplies, equipment and tools required to accomplish the work that is agreed to be performed in accordance with this agreement.
5. CONTRACTOR is engaged as an independent contractor and not as an employee. OWNER shall have no control over CONTRACTOR'S manner or method of performance of the subject matter of this Agreement. CONTRACTOR shall have no right or power to bind OWNER and shall not enter into any agreement with any third party on behalf of OWNER. CONTRACTOR shall not have any of the rights of an employee with respect to OWNER including, but not limited to workers' compensation, retirement benefits, health insurance, and all other benefits provided to OWNER'S employees. No payroll taxes of any kind shall be withheld from payments to CONTRACTOR hereunder, nor paid by OWNER on behalf of CONTRACTOR or any employees of CONTRACTOR.
6. CONTRACTOR hereby agrees to indemnify and hold OWNER harmless from and against all costs, expenses, or liabilities, including reasonable attorney fees and costs, to the extent caused by the negligence, willful or wanton misconduct or intentional acts of CONTRACTOR, its employees, agents or subcontractors. OWNER hereby agrees to indemnify and hold CONTRACTOR harmless from and against all costs, expenses or liabilities, including reasonable attorney fees and costs, to the extent caused by the negligence, willful, or wanton misconduct or intentional acts of OWNER, its employees, agents or other subcontractors.
7. In no event will either party be liable to the other for special, indirect, incidental, punitive, exemplary, or consequential damages or loss, including lost profits, loss of business opportunity or similar damages.
8. During the term of this Agreement and thereafter, CONTRACTOR shall not use, except for work performed for OWNER, or disclose to any third party, any trade secrets, customer information, data or business information, obtained or derived from or developed for OWNER.
9. This Agreement sets forth herein is the full and complete agreement of the parties, and all prior negotiations, correspondence, and bids, if any, shall have no effect except as specifically incorporated herein.
11. This Agreement shall be construed according to the laws of the State of Washington. This Agreement is not assignable by either party without written permission of the other and is binding upon the heirs, successors, and assigns of both OWNER and CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective as of the date first above written.

CONTRACTOR:

By: _____

Its: _____

OWNER:

By: _____

Its: _____

EXHIBIT "A"

DESCRIPTION OF WORK

Attached to and made a part of that certain Contract Services Agreement between City of Sedro Woolley (OWNER) and Cascade Natural Gas Corporation, Inc. (CONTRACTOR), dated June 10th, 2013.

A. Term of Agreement

Beginning: June 10th, 2013

Completion: June 10th, 2014

B. Compensation: The estimated cost of the project is shown in item "C" below. Upon project completion, CONTRACTOR will determine actual project cost. CONTRACTOR will invoice OWNER and OWNER will compensate CONTRACTOR for actual project cost.

C. Expenses to be reimbursed to Contractor: See below:

TABLE 1. FACILITY RETIRE / INSTALLATION COST ESTIMATE

PROJECT NAME: R11 Retire and Replacement
LOCATION: Sedro Woolley, WA
REIMBURSING ENTITY: City of Sedro Woolley

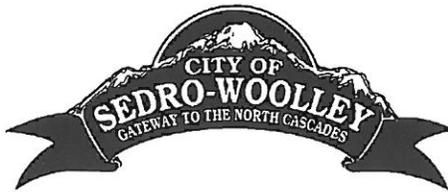
DATE: June 10, 2013
BY: Ted McCammant, Mount Vernon Operations Manager

Item	Cost
Materials	\$17,052
CNGC Labor	\$29,823
Permits, easements, etc.	\$12,485
Overhead	\$27,816
Tax (.082)	\$7,148
Total	\$94,324

Cascade corporate overhead included in costs.

D. Work to be performed: Relocate existing R-11 into private easement outside of City project. All above ground facilities will be removed and remaining pipe will be buried in place outside of conflicts with City plans.

E. Other Terms: None



CITY COUNCIL AGENDA
REGULAR MEETING

JUN 12 2013

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Proposed Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County Re SR9 Pedestrian/Bicycle Safety Improvements Project**

DATE: June 5, 2013 (for Council review June 13, 2013)

ISSUE

Should the city council ratify the attached Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for design and construction phase services for design of water main improvements in conjunction with the SR9 Pedestrian/Bicycle Safety Improvements Project, totaling \$5,460.00?

BACKGROUND/DISCUSSION

PUD No. 1 has requested that the city provide design phase services replacement and upgrade of existing water main facilities located within the existing right of way associated with the SR9 Pedestrian/Bicycle Safety Improvements Project. The attached Interlocal agreement allows for reimbursement of the city for design and construction phase services for the added facilities. Bid Schedule C of the ILA shows our estimate for the design work, plus a 5% administrative fee, currently totaling \$5,460.00. This agreement will be amended after close of bids to add construction phase work.

Addition of the water main upgrade will ensure that underground utilities are upgraded within the project limits.

The proposed Interlocal is similar to previous ILA's done for the Fruitdale-McGarigle Road Project, the SR20, F&S Grade Road Project and the SR20, Metcalf to Township Lane Widening Project.

MOTION

Ratify the proposed Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for design and construction phase services for the SR9 Pedestrian/Bicycle Safety Improvements Project, totaling \$5,460.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND SKAGIT
COUNTY PUBLIC UTILITY DISTRICT NUMBER 1**

THIS AGREEMENT is made and entered into this ____ day of _____ 2013, by and between the City of Sedro-Woolley, a Washington Municipal Corporation, herein referred to as "CITY," and Public Utility District Number 1 of Skagit County, herein referred to as "PUD."

WHEREAS, the City is in the process of constructing the **SR 9 Pedestrian/Bicycle Safety Improvements Project**,

WHEREAS, PUD desires to replace and upgrade an existing PUD water main located within the project limits,

WHEREAS, the parties believe the project will be completed most efficiently and cost effectively if the PUD work is conducted pursuant to the City's contract with the prime contractor,

WHEREAS, the City and PUD are each independently authorized by law to conduct such activity; and,

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, including an agency of state government, on a basis of mutual advantage; and,

WHEREAS, it is of mutual advantage to the City and PUD to enter into this Agreement providing a mechanism for the PUD's work related to the City's project to be constructed by the City and paid for by the PUD as part of the **SR 9 Pedestrian/Bicycle Safety Improvements Project** (the Project); and,

WHEREAS, it is necessary for the City and the PUD to enter into an agreement setting forth the terms, conditions, and requirements for completing the Project.

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:

STATEMENT OF WORK

1. The City will assist the PUD in conducting the following:

Bid Schedule C: Skagit County PUD No. 1 Water Main Improvements

Item	Item Description		Unit of	Apparent Low Bidder (TBD)	
No.		Quantity	Measure	Unit Price	Amount
xx	CONSTRUCTION PHASE – TO BE DETERMINED	1.00	LS	TBD	TBD
	Construction Phase - Schedule C SUB-TOTAL				TBD
	Tax at 8.3 Percent				TBD
	Total Schedule C including Tax				TBD
	Design Engineering –	1.00	EST		\$2,000.00
	Construction Engineering Coordination	1.00	EST		\$1,200.00
	Construction Surveying (estimated)	1.00	EST		\$1,500.00
	Soils Testing (estimated)	1.00	EST		\$500.00
	Contract Administration	5%			\$260.00
	TOTAL (ROUNDED)				\$5,460.00

COMPENSATION

2. City will charge PUD for its portion of the services described above at its actual costs plus 5% for Administration for a maximum compensation not to exceed \$5,460.00 without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended by mutual written agreement to authorize additional compensation.

It is contemplated that the City will contract for all aspects of the job, and the PUD will reimburse the City for its respective share of the contract costs associated with the scope of work identified above.

PUD will furnish field inspection services for their portion of the work. City’s contract manager and inspector will coordinate with PUD and schedule testing and administer change orders and pay requests.

Design and construction phase engineering coordination, construction surveying and soils testing costs shown above are estimates. The actual cost will be billed based on invoices from the appropriate sub-consultant. Construction Phase Services and Construction Contract will be determined after close of bids.

In the event a dispute arises between the City and a contractor that may affect the costs of the work for which PUD is responsible, the City will consult with PUD concerning the dispute and the method of resolution.

In the event the work requires change orders due to unforeseen conditions or other matters, the City is authorized to approve change orders related to the portion of the work for which

PUD is responsible, after consultation with PUD, for a total amount not to exceed the amount provided for in the construction contract for changes, overruns and contingencies.

PAYMENT PROCEDURE

3. The City shall submit invoices to PUD on a monthly basis. Payment shall be made by warrant or account transfer by PUD to the City within 30 days of receipt of the invoice. Details of payment process shall be determined by the parties' respective financial offices.

INDEPENDENT CAPACITY

4. The officials, employees or agents of each party who are engaged in the performance of this Agreement shall continue to be officials, employees or agents of that party and shall not be considered for any purpose to be officials, employees or agents of the other party.

LEGAL RELATIONS

5. Neither party shall be liable for damage or claims which arise from or relate to the performance or non-performance of this Agreement by the other party. Each party shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

ASSIGNMENT

6. PUD understands that the City will contract for services to be provided under this agreement and amendments thereto. However, neither party shall assign or convey its interests or obligations under this Agreement without the written consent of the other. There are no third-party beneficiaries of this agreement.

DISPUTES

7. It is expected that any conflicts arising out of the implementation of this Agreement will be resolved at the staff level. In the event that issues cannot be resolved by staff in a timely fashion, the parties agree to elevate the dispute through equivalent management levels of each party, and if necessary to the general manager and City Supervisor.

In the event that a dispute cannot be resolved in the manner described above, they shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

AMENDMENT

8. This Agreement shall be amended only by written mutual consent of the parties. Amendments to this agreement may be initiated by any of the parties and will become final after written agreement by all parties and appropriate signatories is executed.

TERMINATION

9. This agreement is effective from the date of signature by all parties and remains in effect until modified by written mutual consent or terminated. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. If this Agreement is so terminated, PUD shall be responsible to the City for performance rendered or costs incurred or contracted for in accordance with the terms of this Agreement prior to the effective date of termination, including the cost of any work contracted for by the City or the cost to the City to terminate the contract for said work.

CONTRACT MANAGEMENT

10. The contract administrators shall be the persons listed below. The contract administrator for each party shall be responsible for and shall be the contact person for all notices and communications regarding the performance of this Agreement.

Mike Benton
Project Manager
Skagit County PUD No. 1
POB 1436
1415 Freeway Drive
Mount Vernon, WA 98273
(360) 848-4439
benton@skagitpud.org

David Lee, PE
City Engineer
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
(360) 855-0771
dlee@ci.sedro-woolley.wa.us

GOVERNANCE

11. This Agreement is entered into and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal constitution statutes and rules;
- Statement of work; and
- Any other provisions of the Agreement, including materials incorporated by reference.

WAIVER

12. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

13. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

14. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

ADDITIONAL PROVISIONS

15. This Agreement does not create any separate legal entity, create any joint organization, establish any common budget, nor authorize the joint acquisition of any personal or real property.

DATED this ____ day of _____, 2013.

City of Sedro-Woolley

Mayor

ATTEST:

APPROVED AS TO FORM:

Deputy Clerk

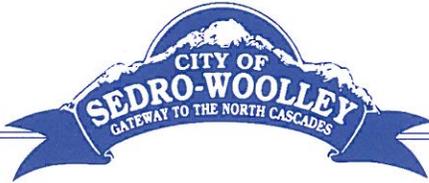
City Attorney

SKAGIT PUD No. 1

APPROVED AS TO FORM:

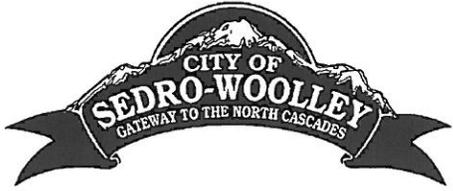
JUN 12 2013

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

JUN 12 2013

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
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: **Possible adoption by Resolution of the Six-Year Transportation Improvement Program (TIP) 2014-2019**
DATE: June 5, 2013 (for Council review June 12, 2013)

ISSUE

Shall council move to adopt Resolution _____ adopting the 2014-2019 Transportation Improvement Program?

BACKGROUND/DISCUSSION

Each year, all agencies who are eligible for federal and state funding programs must submit Six Year Transportation Improvement Program documents to the state for inclusion in the statewide Transportation Improvement Program. The local agency TIP must include all projects that are selected for funding or anticipating funding under the Federal program for the next three years. Project inclusion on the TIP is required to qualify for federal and most state funding. Because of these requirements, the City updates the TIP each year and coordinates this with the Comprehensive Plan and Transportation Plan. Council adopted the 2013 to 2018 STIP on June 13, 2012 under Resolution 863-12.

A public hearing regarding the TIP and adoption of the TIP by Council Resolution is required. The public hearing is scheduled for the June 12, 2013 council meeting. The approved TIP is due to Skagit Metropolitan Planning Organization (MPO) by June 30, 2013. The MPO will forward the combined TIP for member agencies to the County and the State.

The attached TIP is prepared in the format required by WSDOT. The TIP has been updated from the 2013 version to include current anticipated schedules, funding and cost estimates. Note that projects already obligated, such as the PE phase for the SR20/Cook Road Realignment Project, do not appear on the TIP.

Since the TIP is somewhat difficult to interpret due to state software formatting, the updated Schedule A Sedro-Woolley 2013 Transportation Impact Fee Project List and accompanying map as recently updated and adopted by council is attached for comparison. The projects shown on the list are the currently identified local projects eligible for federal and state funding.

RECOMMENDATION

Following the public hearing, Staff recommends adoption by resolution of the attached 2014-2019 Six Year TIP. The Resolution is also attached.

MOTION:

Move to adopt Resolution _____, "A RESOLUTION ADOPTING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, 2014- 2019".

RESOLUTION _____

A RESOLUTION ADOPTING THE SIX YEAR TRANSPORTATION
IMPROVEMENT PROGRAM FOR THE CITY OF SEDRO-WOOLLEY,
WASHINGTON
2014 – 2019

WHEREAS, pursuant to the provisions of Chapter 195 of the 1961 Session Laws of the State of Washington, Chapter 83 of the 1967 First Extraordinary Session of Laws of the State of Washington and RCW 35.77.101, the City Council of the City of Sedro-Woolley shall adopt a comprehensive Six-Year Transportation Improvement Program (TIP), and;

WHEREAS, a public hearing was called by the City Council for the purpose of adopting said comprehensive Six-Year TIP on June 12, 2013, at approximately 7:00 p.m., at the Sedro-Woolley City Hall, 325 Metcalf Street, Sedro-Woolley, Washington and it appeared that adoption of the Six Year Transportation Program will be good for the public.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sedro-Woolley that the 2014 – 2019 comprehensive Six Year Transportation Improvement Program of the City of Sedro-Woolley, Washington, as adopted at said public hearing is hereby adopted and approved as the 2014 – 2019 comprehensive Six Year Transportation Improvement Program of said City.

BE IT FURTHER RESOLVED that a copy of this street program, together with a copy of this resolution shall be filed with the Skagit MPO for inclusion in the Regional Six Year Transportation Improvement Program within the next 30 days; together with copies of each with the Washington State Department of Transportation Local Programs Engineer, and the Transportation Improvement Board.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 12th DAY OF JUNE, 2013.

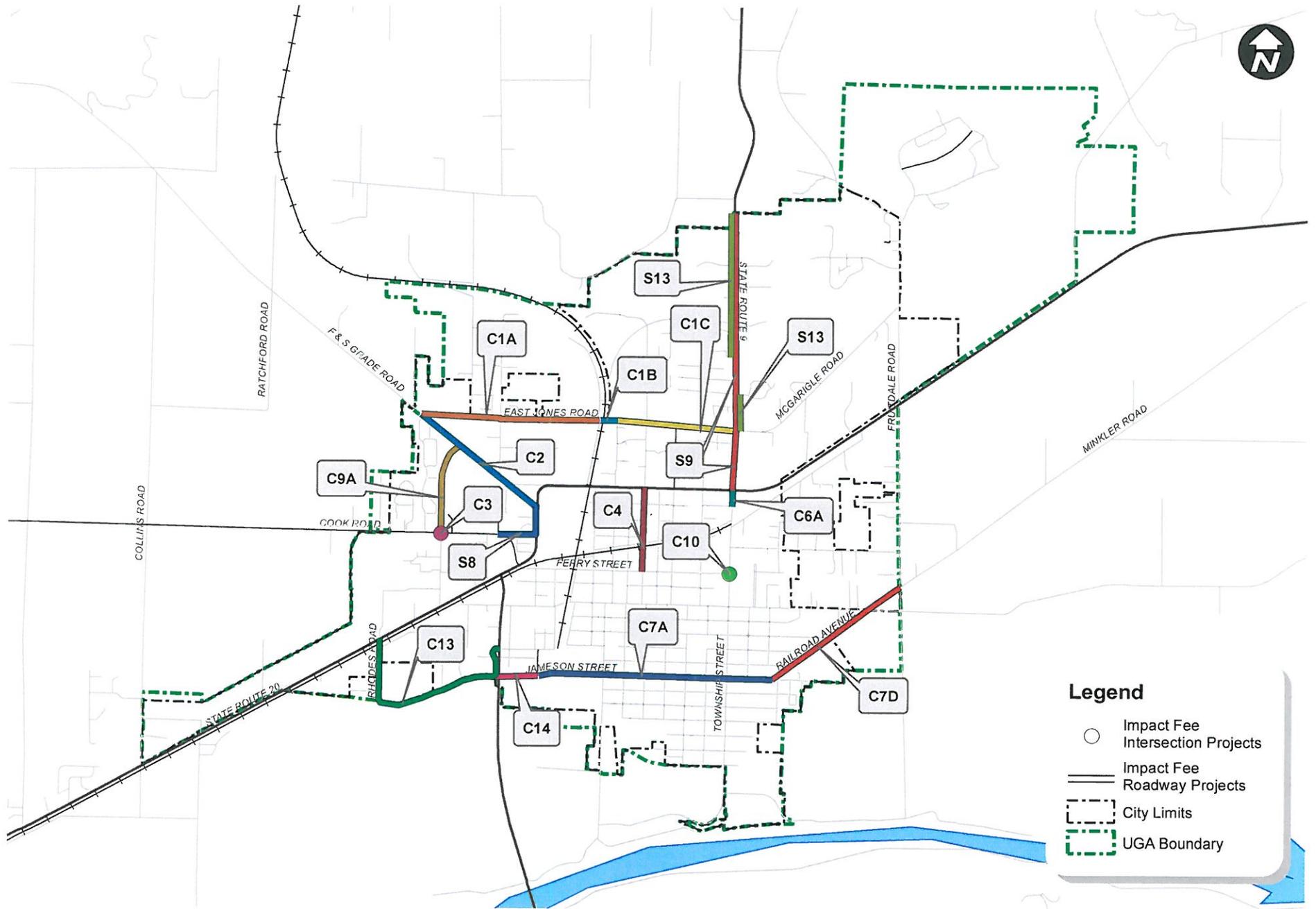
MAYOR MIKE ANDERSON

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



Transportation Impact Fee Improvement Projects - 2013 Update

ATTACHMENT

Sedro Woolley Transportation Impact Fee Ordinance

Q:\Projects\12\12278.00 - Sedro Woolley On-Call Transportation Services\GIS\MXD\TIF_ImpsProjects.mxd



A

TIP
PN
Priority

SW02 1 ✓

SW30 16

SW03B 9

SW07 8

SW06 7

SW08A 2

Attachment A Sedro-Woolley 2013 Transportation Impact Fee Program Projects							
Project Type	MAP ID ⁽¹⁾	Project Name	Project Limits	Project Description	Total Cost 2013 (\$1,000's) ⁽²⁾	TIF Program Cost	Comments
STATE HIGHWAY IMPROVEMENTS	S8 REV	SR 20 / Cook Rd Realignment and Extension Project Phases 1, 2 and 3	SR20 MP 64.81 to MP 65.16	2013-2-4 revised description: Realign Cook Road via Washington Street alignment to intersect SR-20 direct with Roundabout intersection and leg to Skagit Ind Park and north to F&S Grade Rd.	\$1,850	\$463	2013-2-4 Included in the TIB funded 2013/2014 SR20/Cook Road Realignment and Extension Project. Est cost \$7,143,000, with \$165,000 from GMA Impact Fee Fund. Without \$819,000 ROW donations the project value is \$6,324,000. TIB funded Phase 1. Funds still needed for Phases 2 and 3 total \$1,850,000, with anticipated 15% local match from Impact Fees. See Project C17 Murrow Street.
	S9	North Township St (SR 9) Arterial Improvements	SR 20 to city limits	Rebuild Township St to secondary arterial standards including 3 lanes, curb & gutter, bike lanes, planter strip, sidewalks. Some right-of-way may be required.	\$100	\$100	2013-2-4 Modified to addition of sidewalks and bike lanes without a center turn lane. Phases 1 and 2 funded by various SRTS and other funding from SR20 to Park Cottage on West side and from SR20 to Summer Meadows on east side (see Map ID S13 and new project S13 below). ROW not available for widening from SR20 north. Any widening will be development driven with not local funds anticipated. Retain \$100,000 for planning.
	S13 NEW	SR 9 Pedestrian/Bicycle Safety Improvements Project	Phase 1, SR9 west side Lucas Drive to Park Cottage; Phase 2, SR9 east side McGarigle to Summer Meadows; Phase 3 SR9 west side from Park Cottage to NCL	Construct 6' sidewalk, 6' Bike Lane, curbs, drainage on west side of SR9 from Lucas to North City Limits and on east side from McGarigle to Summer Meadows.	\$546	\$137	Phases 1 and 3 funded by two separate SRTS grants for 2013 CN; total project \$846,000. Local match from GMA Impact Fees \$90,000 (Phase 1) and \$51,000 (Phase 2). Phase 3 1,560 If undfunded; ballpark est is \$546,000, with 15% local match from Impact Fees anticipated.
ARTERIAL IMPROVEMENTS	C1A REV	Jones Rd Arterial Improvements	F&S Grade Rd to John Liner Rd/BNSF	Rebuild Jones Rd to secondary arterial standards including 2 lanes, shared use path south side, sidewalk north side, curb and gutter, planter strip. Some right-of-way may be required. 4,000 lf	\$3,000	\$750	
	C1B REV	Jones Rd / John Liner Rd RR Undercrossing	Jones Rd to John Liner Rd	Construct new BNSF Railroad undercrossing wide enough for secondary arterial improvements along Jones Rd & John Liner Rd (approximately 90 feet). Construct through existing embankment tying Jones Rd to John Liner. Construct 1,000 ft of new arterial to connect Jones at Sapp to John Liner at Reed.	\$6,100	\$1,525	2013 - SR20 Corridor Improvement Project 2B. 1,000 lf of new street required from existing Jones at Sapp to existing John Liner at Reed St. Anticipate 15% local match from Impact Fees. 25
	C1C REV	John Liner Rd Arterial Improvements	Jones Rd/BNSF to SR 9	10' Shared Use Path on north side with drainage improvements.	\$444	\$111 66.6	2013 - Due to ROW limitations (existing 50') this arterial will be constructed to 2 lanes with a shared use path on the north side. 1,950 lf roadway. Widening and Overlay completed in 2012. Path est is \$450,000 with 15% local match from Impact Fees anticipated.

CN YEAR

2014

2020

2010 ✓

2017 ✓

2016 ✓

2014

TIP PRIORITY
PN —

SW09 10
SW 25 6
SW 26 11
SW13 4
SW27 12
SW 28 13
SW01 5

SW24 3
SW20 14
SW 21 15

Attachment A Sedro-Woolley 2013 Transportation Impact Fee Program Projects							
Project Type	MAP ID (1)	Project Name	Project Limits	Project Description	Total Cost 2013 (\$1,000's) (2)	TIF Program Cost	Comments
ARTERIAL IMPROVEMENTS	C2	F&S Grade Arterial Improvements	SR 20 to city limits	Improve and widen F&S Grade to secondary arterial standards including sidewalks and bike lanes. Coordinate with needed sewer installation.	\$1,940	\$485	
	C3	Cook Rd / Trail Rd Intersection Improvements	Intersection	Construct intersection improvements including traffic signal.	\$390	\$98	Anticipate 15% local match from Impact Fees.
	C4	Reed Street Reconstruction	Ferry St to SR 20	Widen and reconstruct existing roadway facilities to include 3 lanes, curb & gutter, sidewalks, on-street parking, and stormwater facilities.	\$2,140	\$535	Anticipate 15% local match from Impact Fees.
	C6A REV	South Township St Arterial Improvements	Waldron to SR20	Reconstruct Township St Waldron to SR20.	\$50	\$37 7,500	Sterling to Polte reconstructed in 2006 with the Sterling/Township Critical Sewer Interceptor Project. Polte to Waldron reconstructed in 2008 with the Township Trenchless Sewer Project. Some sections still lack sidewalks. Remaining reconstruction work includes Waldron to SR20, 300 lf with sidewalk one side needed. 15% local match from Impact Fees.
	C7A REV	Jameson St Arterial Improvements	Batey to Railroad St	Widen and rebuild Jameson St to secondary standards including 3 lanes, curb & gutter, bike lanes, planter strip, and sidewalks. Some right-of-way may be required.	\$3,600 ✓	\$900 ✓	Coordinate with Project C14 when mill property redevelops. Most likely project is overlay combined with sidewalk improvements and restriping to remove parking; curbs will remain as is. 4,800 lf total. Anticipate 15% match, partially from Impact Fees, partly from LID.
	C7D	Railroad St Arterial Improvements	Jameson St to Fruitdale Rd	Widen and rebuild Railroad St to secondary arterial standards including 3 lanes, curb & gutter, bike lanes, planter strip, and sidewalks. Some right-of-way may be required.	\$2,540	\$635	Possible Skagit County cooperative project. 15% Match from Impact Fees.
	C9A	Trail Rd Extension	Cook Rd to F&S Grade	Construct new secondary arterial.	\$3,150	\$788	2013-2-4 Extensive ROW required; not a likely project. The Murrow Street connector may alleviate the need for this project. Anticipate 15% match.
	C10	Township St / Ferry St Intersection Improvements	Intersection	Construct intersection improvements to include an all-way stop.	\$67	\$47	Timing is dependent on widening of SR 20.
	C13	Rhodes Rd Arterial Improvements	SR 9 to SR 20	Reconstruct roadway to secondary arterial standards including curb & gutter, bike lanes, sidewalks, and stormwater facilities.	\$3,860	\$965	Very low priority project. Anticipate 15% match from Impact Fees.
	C14	Jameson St Arterial Extension to SR-9	SR 9 to Batey Rd	Extend existing secondary arterial from Batey to SR-9 and construct roundabout intersection at SR 9.	\$2,831 3,169,000	\$708 561,000	2013-2-4 Priority project; will require ROW from old Mill Site (Hamilton Manufacturing)

2018 ✓
2016
2019
2015 ✓
2019
2020
2021
2022
2023
2015/6 ✓

2014 ✓

Notes:
(1) Use the MAP ID to locate the project on impact project graphic.
(2) Planning level project cost estimate in \$1,000s of year 2013 dollars.

COOK ROAD
OVERLAY,
WCL - CROSSROADS
GRIND & OVERLAY w/ PTEOMAT

2017
2018

PATRICK STREET
NEW ARTERIAL
PORTABELLO
NEW ARTERIAL



Six Year Transportation Improvement Program From 2014 to 2019

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SMPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
		G. Structure ID										
16	1	SR20/Cook Road Realignment and Extension Project Schedules B through F SR20 SR20 MP 64.81 to SR20 MP 65.17 Complete the SR20/Cook Road Realignment & Extension Project Schedules B, C and D and upgrade the SR20 Stormwater Conveyance System to accomodate project.	SW02	06/12/13	06/12/13			01	C G O P S T W	0.360	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2014	STP	125,425		0	19,575	145,000
P	CN	2014	STP	1,474,825		0	230,175	1,705,000
Totals				1,600,250		0	249,750	1,850,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	145,000	0	0	0	0
CN	1,705,000	0	0	0	0
Totals	1,850,000	0	0	0	0



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MPO/RTPO: SMPO

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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	2	John Liner Road, Reed to Township Bicycle/Pedestrian Improvements Project John Liner Road Reed Street to SR9/Township Street Construct 10' shared use path on the north side of John Liner Road from Reed to Township, including drainage and illumination.	SW08A	06/12/13	06/12/13			28	P S T W	0.370	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2014		0	SRTS	386,000	58,000	444,000
Totals				0		386,000	58,000	444,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	50,000	394,000	0	0	0
Totals	50,000	394,000	0	0	0



Six Year Transportation Improvement Program From 2014 to 2019

Agency: Sedro Woolley

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MPO/RTPO: SMPO

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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	3	Cook Road Overlay Project Cook Road Crossroads to West City Limits Grind and overlay with petromat and structure adjustments.	SW24	06/12/13				05	G S W	0.420	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2014		0	TIB	425,000	75,000	500,000
Totals				0		425,000	75,000	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	500,000	0	0	0	0
Totals	500,000	0	0	0	0



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MPO/RTPO: SMPO

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	4	South Township, Waldron to SR20 South Township Waldron to SR20 Grind and thick overlay with pavement markings.	SW13	06/12/13				05	CGSTW	0.600	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2015		0	TIB	42,500	7,500	50,000
Totals				0		42,500	7,500	50,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	50,000	0	0	0	0
Totals	50,000	0	0	0	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	5	Jameson Arterial Extension to SR9 Jameson SR9 MP 55.45 to Batey Road Relocate existing secondary arterial to new alignment and with a new roundabout intersection at SR9, including drainage, curbs, bicycle/pedestrian path, HMA, pavement markings and illumination.	SW01	06/12/13	06/12/13			01	C G P S T W	0.200	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0	TIB	230,000	76,000	306,000
P	RW	2015		0	TIB	460,000	153,000	613,000
P	CN	2016		0	TIB	1,684,000	561,000	2,245,000
Totals				0		2,374,000	790,000	3,164,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	203,000	203,000	0	0	0
RW	255,500	255,500	0	0	0
CN	0	2,683,000	0	0	0
Totals	458,500	3,141,500	0	0	0



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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	6	Cook Road/Trail Road Intersection Improvements Cook Road Trail Road to Trail Road Reconstruct intersection with traffic signal.	SW25	06/12/13				04	CG O P S T W	0.100	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2016		0	TIB	292,000	98,000	390,000
Totals				0		292,000	98,000	390,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	50,000	340,000	0	0	0
Totals	50,000	340,000	0	0	0



Six Year Transportation Improvement Program From 2014 to 2019

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	7	Jones/John Liner RR Undercrossing - SR20 Corridor Project Phase 2B John Liner Road Sapp Road to Reed Street Construct new BNSF Railroad Undercrossing and connect East Jones Road to John Liner Road collector arterials, including railroad undercrossing, drainage, curbs, sidewalks, HMA, pavement markings and illumination.	SW06	06/12/13				01	C G P S W	0.100	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2016	STP	3,000,000	TIB	1,575,000	1,525,000	6,100,000
Totals				3,000,000		1,575,000	1,525,000	6,100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	1,000,000	5,100,000	0	0	0
Totals	1,000,000	5,100,000	0	0	0

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Agency: Sedro Woolley

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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	8	Jones Road Arterial Improvements Jones Road F&S Grade Road to Sapp Road Reconstruct Jones Road to Arterial section including drainage, curbs, sidewalk, combined bicycle/pedestrian path, HMA, pavement markings and illumination.	SW07	06/12/13				03	C G P S T W	0.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2017		0	TIB	2,400,000	600,000	3,000,000
Totals				0		2,400,000	600,000	3,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	450,000	2,550,000	0	0	0
Totals	450,000	2,550,000	0	0	0



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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	9	SR9 Pedestrian/Bicycle Safety Improvements SR9/Township Street MP 57.99 Park Cottage Place to MP 58.30 North City Limits Construct 6' bicycle lane and 6' sidewalk improvements on the west side of SR9 from Park Cottage Place to the North City Limits.	SW03B	06/12/13	06/12/13			28	C G O P S T W	0.310	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0	SRTS	69,600	12,300	81,900
P	CN	2016		0	SRTS	394,500	69,600	464,100
Totals				0		464,100	81,900	546,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	57,000	249,010	0	0	0
CN	0	464,100	0	0	0
Totals	57,000	713,110	0	0	0



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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	10	F&S Grade Road F&S Grade Road SR20 MP 65.16 to West City Limits/Jones Road Reconstruct F&S Grade Road to arterial standards including drainage, curbs, sidewalk, combined bicycle/pedestrian path, HMA, pavement markings and illumination.	SW09	06/12/13				03	C G P S T W	0.640	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2018		0	T1B	1,455,000	485,000	1,940,000
Totals				0		1,455,000	485,000	1,940,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	200,000	1,740,000	0	0	0
Totals	200,000	1,740,000	0	0	0



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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	11	Reed Street Reconstruction Reed Street Ferry Street to SR20 Reconstruct street to arterial standards with new curbs, sidewalks, ADA facilities, HMA pavement and pavement markings.	SW26	06/12/13				04	CG O P S T W	0.350	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2019		0	TIB	1,605,000	535,000	2,140,000
Totals				0		1,605,000	535,000	2,140,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	200,000	1,940,000	0	0	0
Totals	200,000	1,940,000	0	0	0

Six Year Transportation Improvement Program From 2014 to 2019

Agency: Sedro Woolley

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MPO/RTPO: SMPO

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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	14	Patrick Street Arterial Project SR20 Corr Proj Phase 4 Patrick Street Michael Street to East Jones Road New collector arterial with drainage, curbs, sidewalks, HMA, pavement markings, illumination.	SW20	06/12/13				01	C G P S T W	0.220	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2017		0	TIB	1,080,000	360,000	1,440,000
Totals				0		1,080,000	360,000	1,440,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	200,000	1,240,000	0	0	0
Totals	200,000	1,240,000	0	0	0



Six Year Transportation Improvement Program From 2014 to 2019

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MPO/RTPO: SMPO

Y Inside

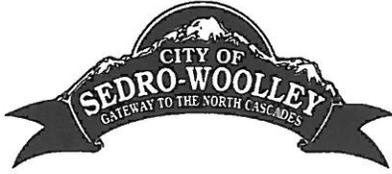
N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	15	Fruitdale/N Township Arterial Extension (Portobello Street) Portobello Street SR9/N Township Street to Cascadia Drive New collector arterial connecting Fruitdale to SR9/N Township, including drainage, curbs, sidewalks, HMA, pavement markings and illumination.	SW21	06/12/13				01	CGPST W	0.300	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2018		0	TIB	750,000	250,000	1,000,000
Totals				0		750,000	250,000	1,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	150,000	850,000	0	0	0
Totals	150,000	850,000	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Sedro Woolley	4,600,250	12,848,600	5,115,150	22,564,000



CITY COUNCIL AGENDA
REGULAR MEETING

JUN 12 2013

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

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

MEMO:

To: City Council
Mayor Anderson

From: John Coleman, AICP 
Planning Director

Date: June 12, 2013

Subject: Proposed revisions to SWMC 15.04, local amendments to adopted state building codes
– **1st Read**

ISSUE

Should the Council approve an ordinance to acknowledge the State adoption of the 2012 editions of the building codes and enact certain local amendments?

DESCRIPTION

Updates are proposed to the SWMC sections 1504.020 and 1504.035.
Details of the changes are as follows:

- 15.04.020** Updated references to reflect the 2012 editions of the codes as well as the appendices adopted by Washington State
- 15.04.035** Updated references to reflect the 2012 editions of the codes as well as the appendices adopted by Washington State.
Amend formatting error in subsection 15.04.035(I).

EXHIBIT

Included with this memo is an ordinance to adopt revised Chapter 15.04 SWMC

RECOMMENDED ACTIONS

No action – First Read.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SWMC 15.04 REGARDING ADOPTION OF 2012
STATE BUILDING CODES WITH LOCAL AMENDMENTS**

WHEREAS, the City Building Official reviewed the codes adopted and enacted by Washington State effective July 1, 2013; and

WHEREAS, the City Building Official recommended certain modifications and adoption of certain appendices; and

WHEREAS, the City Council reviewed the Building Official's recommendations; and

WHEREAS, the City Council desires to revise SWMC 15.04 regarding adoption of the 2012 State Building Code with certain local amendments;

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

Section 1. SWMC 15.04 is amended to read as follows:

Chapter 15.04

BUILDING CODE*

Sections:

- 15.04.010 Title.**
- 15.04.020 Codes adopted.**
- 15.04.030 Amendments generally.**
- 15.04.035 Specific amendments and additions to International Building Code.**
- 15.04.038 Specific amendments to International Fire Code.**
- 15.04.039 Amendments.**
- 15.04.040 Fees—Building permit and plan review fees.**
- 15.04.042 Building valuation data.**
- 15.04.043 Administration and enforcement.**
- 15.04.044 Certification of plans by architects and engineers.**
- 15.04.045 Plan check fees for identical plans.**
- 15.04.047 Mandatory street address signs.**
- 15.04.050 Prohibitions.**
- 15.04.055 Repealed.**
- 15.04.060 Violations—Penalties.**

* Prior ordinance history: Ords. 1025 and 1078.

15.04.010 Title.

This chapter shall be known as the building code of the city of Sedro-Woolley.

15.04.020 Codes adopted.

The following codes are hereby adopted by reference, subject to modifications and/or amendments hereinafter set forth in this chapter:

- A. International Building Code, ~~2009~~ 2012 Edition, published by the International Code Council, together with all supplements thereto, subject to the modifications set forth by the state of Washington in Chapter 51-50 WAC; ICC A117.1-2009 accessibility code (ANSI); and Appendix E (WA State amendments);
- B. International Residential Code, ~~2009~~ 2012 Edition, except Chapters 11 and 25 through 43, published by the International Code Council, together with all supplements thereto, and Appendices ~~F E~~, G and R (WA State amendments); and subject to the modifications set forth by the state of Washington in Chapter 51-51 WAC;
- C. International Mechanical Code, ~~2009~~ 2012 Edition, published by the International Code Council, together with all supplements thereto, and subject to the modifications set forth by the state of Washington in Chapter 51-52 WAC;
- D. Uniform Plumbing Code, ~~2009~~ 2012 Edition, published by the International Association of Plumbing and Mechanical Officials, together with all supplements thereto, and subject to the modifications set forth by the state of Washington in Chapters 51-56 and 51-57 WAC; and Appendices A, B and I; provided that Chapters 12 and 15 are not adopted. Provided further, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in Chapter 5 and those portions of the code addressing building sewers are not adopted (WA State amendments);
- E. International Fire Code, ~~2009~~ 2012 Edition, published by the International Code Council, and all supplements thereto; mandated state amendments, Chapter 51-54 WAC; and Appendices Chapter B, Chapter C, Chapter E, Chapter F;
- F. International Fuel Gas Code, ~~2009~~ 2012, published by the International Code Council, together with standards NFPA 58 and NFPA 54;
- G. International Existing Building Code, ~~2009~~ 2012 Edition, including Appendix A;
- H. ~~The Washington State Energy Code, 2009 Edition, and Reference Standard 29, developed by the Washington State Building Code Council, and set forth in Chapter 51-11 WAC~~ The International Energy Conservation Code, 2012 Edition, for residential and commercial, published by the International Code Council, and mandated State amendments, per Chapter 51-11R and Chapter 51-11C WAC;
- I. The Washington State Ventilation and Indoor Air Quality Code, ~~2009~~ 2012 Edition, as set forth in Chapter 51-13 WAC;
- J. Installation of factory built housing and commercial structures, RCW 43.22.460, together with WAC 296-150C-0540, 296-150F-0540 and the installation of manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650;
- K. The International Property Maintenance Code, ~~2009~~ 2012 Edition, published by the International Code Council, together with all supplements thereto. Insert (6") into Section 302.4.

In case of conflict among the codes numerated in subsections A through K of this section, the first named code shall govern over those following.

15.04.030 Amendments generally.

Pursuant to authority granted by the Revised Code of the state of Washington under the State Building Code Act, amendments to the codes adopted in Section 15.04.020, when adopted by the state of Washington and Building Code Council, are hereby adopted and incorporated by reference, and apply within this jurisdiction.

15.04.035 Specific amendments and additions to International Building Code and International Residential Code.

A. Sections 104.8 of the International Building Code and the International Residential Code, ~~2009~~ 2012 Editions, are hereby amended to include the additional paragraphs as follows:

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming any such liability by reasons of the inspections authorized by this code or any certificates of occupancy issued under this code.

Enforcement of this code shall not be construed to be for the particular benefit of any individual person or group of persons, other than the general public. In the event of a conflict between the intent of this section and any other section or subsection herein, this subsection shall govern insofar as applicable.

B. Section 105.2 of the International Building Code, ~~2009~~ 2012 Edition, Building exemption one, shall read as follows: One-story detached accessory structures used as sheds, playhouses and similar uses, provided that the floor area does not exceed 200 square feet.

C. Section 105.2 of the International Residential Code, ~~2009~~ 2012 Edition, Building exemption ten, shall read as follows: Uncovered decks not more than 30 inches above grade.

D. Section 105.2 of the International Building Code, ~~2009~~ 2012 Edition, is amended to add a Building exemption "14"; and Section 105.2 of the International Residential Code, ~~2009~~ 2012 Edition, is amended to add a Building exemption "11", as follows: Pursuant to WAC 51-50-007 Exceptions, Permits will not be required for the installation or relocation of framed membrane structures or tent type structures as defined in the International Building Code Chapter 31, provided that:

- (1) The structure is used exclusively for the protection or propagation of plants; and
- (2) The structure is located a minimum of 20 feet from any property line or other structure.

E. Section 105.2 of the International Building Code, ~~2009~~ 2012 Edition, is amended to add a Building exemption "15"; and Section 105.2 of the International Residential Code, ~~2009~~ 2012 Edition, is amended to add a Building exemption "12," as follows: Any project that has a valuation of less than \$2,000 as calculated using the method currently adopted by the City.

F. Section 112.1 of the International Building Code and the International Residential Code, ~~2009~~ 2012 Editions, are hereby amended to read as follows:

112.1 - General

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals consisting of members who are qualified by experience and training to rule upon matters pertaining to building construction and who are not employees of the City of Sedro-Woolley.

The building official and fire chief shall be ex officio members of said Board but shall have no vote on any matter before the Board. The Board of Appeals shall be appointed by the mayor and shall hold office at the mayor's pleasure. The Board shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

G. Section 3304.1 of the International Building Code, ~~2009~~ 2012 Edition, is amended to read as follows:

3304.1 - Excavation and fill

All stumps and roots shall be removed from the soil to a depth of at least twelve inches (12") below the surface of the ground in the area to be occupied by the building.

All wood forms which have been used in placing concrete, if within the ground or between foundation sills and the ground, shall be removed before a building is occupied or used for any purpose. Before completion, loose or casual wood shall be removed from direct contact with the ground under the building.

The finished grade and elevation under the building shall be above the ground drainage flow of the land around the building to prevent surface or subsurface water from draining to the space under the building, provided that alternates may be used if shown on the building plans and approved by the building official, such as drain tile, or exterior drainage of the building, or an approved sump pump system. At least two percent (2%) gradient toward approved drainage facilities is required from building walls unless waived by the building official for non-hill terrain. Approved sump pump systems shall in no case be connected to the sanitary sewer system. Tight-lined downspout and perimeter building drains may be connected together at a point no closer than 10 feet from a building.

H. Whenever the word "shall" is used in the referenced adopted Codes, it is defined to have the following meanings:

1. With respect to the functions and powers of the chief code official, building official, or any agents and employees of the city and any board authorized hereunder, a direction and authorization to act in the exercise of sound discretion and in good faith;
2. With respect to the obligation upon owners and occupants of premises and their agents, a mandatory requirement to act in compliance with the provisions of the code at the risk of civil and/or criminal liability upon failure.

I. Appendix E of the International Residential Code, ~~2009~~ 2012 Edition, is amended to add the following section to read as follows:

Section AE607 - Local Requirements

1. Mobile homes: before any mobile home or manufactured housing unit is located or placed upon a lot or parcel, the person desiring to locate or place the mobile home/unit must obtain a building permit from the building department. Thereafter the building department shall ascertain if the mobile home/unit meets the requirements of the city zoning code, that the wheels and tongue have been removed and the proper support is provided.

2. All applicable zoning requirements must be adhered to. No mobile home/unit shall be located or placed until permits and approvals have been obtained.
3. Mobile homes and manufactured housing not located within a sale lot nor within an approved mobile home park shall:
 - a.-1. Consist of at least two fully enclosed parallel sections of each of not less than twelve feet wide by thirty-six feet long;
 - b.-2. Be placed on a poured or permanent concrete block perimeter foundation similar to that required for site-built residential construction;
 - c.-3. Have a roof which was originally constructed, pitched with a slope no less than 3 inches of rise to 12 inches of run, is constructed as an integral part of the home, and is made of either composition, shakes or shingles;
 - d.-4. Have exterior siding similar in appearance to siding materials commonly used on conventional site-built (per the International Residential Code) single-family residences;
 - e.-5. Have the tongue removed if designed to allow removal;
 - f.-6. Have a minimum of eighteen inches crawl space;
 - g.-7. Have permanent steps affixed to all exits; and
 - h.-8. Be approved by and bear the insignia of the U.S. Department of Housing and Urban Development.
4. Mobile homes and manufactured housing within approved mobile home parks shall:
 - a.-1. Be placed on a permanent foundation or footings and piers and meet all manufacturer's specifications for support;
 - b.-2. Be securely tied down in accordance with the manufacturer's specifications or those of a licensed architect or engineer;
 - c.-3. Have the tongue removed;
 - d.-4. Maintain a minimum of eighteen inches crawl space under the entire mobile home;
 - e.-5. Have permanent steps affixed to all exits;
 - f.-6. Be approved by and bear the insignia of the U.S. Department of Housing and Urban Development;
 - g.-7. Have a securely attached exterior skirting material consisting of concrete, masonry, or pressure treated wood, or vinyl siding that extends around the entire mobile home between the ground and the outer bottom portion of the dwelling;
 - h.-8. Have a finished exterior consisting of a composition roof and wood or wood-type siding;
 - i.-9. Have a minimum floor area of 500 square feet; and
 - j.-10. Have a minimum width of not less than 14 feet.

15.04.038 Specific amendments to International Fire Code.

Pursuant to authority granted by the Revised Code of the State of Washington under the State Building Code Act, the following amendments to the International Fire Code are hereby adopted and apply within this jurisdiction.

A. Appeals, to read as follows:

In order to determine the suitability of alternate materials and type of construction and to provide for reasonable interpretations of the provisions of this code, there shall be and hereby is created a Board of Appeals. This Board shall consist of the same membership

as the Building Code Board of Appeals. The Fire Chief and Building Official shall be Ex-Officio members. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the Fire Chief and Building Official with a duplicate copy to the applicant.

B. Authority for Inspection and Enforcement, to read as follows:

The Fire Chief is authorized to administer this code. Under the Fire Chief's direction, the Fire Department is authorized to enforce all ordinances of the jurisdiction pertaining to:

- (i) The prevention of fires.
- (ii) The storage, use and handling of hazardous materials.
- (iii) The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
- (iv) The maintenance and regulation of fire escapes.
- (v) The maintenance of exists.
- (vi) The investigation of the cause, origin and circumstances of fires which are of unknown suspicious of incendiary origin.

C. Definitions and Abbreviations, to read as follows:

Chief—the terms “Chief”, or “Chief of the Bureau of Fire Protection”, or “Fire Chief” shall mean the Sedro-Woolley Fire Chief, when used in the International Fire Code.

Jurisdiction—Jurisdiction shall mean City of Sedro-Woolley.

Municipality—Municipality shall be added to this section to mean City of Sedro-Woolley.

D. Fire Department Access, to read as follows:

Required Access. Fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction when the facility is in excess of one hundred fifty feet (150') from fire apparatus access.

1. Driveways. Roads serving one (1) or two (2) Residential lots.
 - a. Driveways where building is less than one-hundred fifty feet (150') from approved access road have no specific requirements.
 - b. Driveway over one-hundred fifty feet (150') long serving one (1) or two (2) residential lots.
 - i. Width—twelve foot (12') driving surface with turnouts located every three-hundred feet (300') when required by the Fire Marshal. To create a turnout, the road shall be widened to twenty feet (20') in the direction of travel for a distance of not less than thirty feet (30') to allow vehicles to pull over and allow emergency vehicles to proceed.
 - ii. Vertical clearance—thirteen foot (13') six inches (6") unobstructed head clearance.
 - iii. Surface—short plat standard—six inches (6") of gravel.
 - iv. Turning radius for turns along the length of driveway—fifty feet (50') outside radius. (Note: This is not a cul-de-sac standard.)
 - v. An acceptable means of turning around a fire apparatus must be provided. This does not necessarily require a cul-de-sac for a driveway serving one or two residential lots: Means of turning apparatus must be acceptable to the Fire Marshal.
 - vi. Bridges—must meet Sedro-Woolley Public Works Standards as approved by the City Engineer.
 - vii. Grade—land division standard—twelve percent (12%) gravel or fourteen percent (14%) paved.

2. Fire Department Vehicle Access Roads. Roads serving other than one or two single family residential lots.

- a. Width—twenty foot (20') driving surface.
- b. Vertical clearance—thirteen foot (13') six inches (6") unobstructed overhead clearance.
- c. Surface—short plat standard—six inches (6") of gravel.
- d. Turning radius—fifty feet (50') outside radius.
- e. Turnarounds—seventy foot (70') cul-de-sac or as approved by Fire Marshal.
- f. Bridges—must meet Sedro-Woolley Public Works Standards. (See Public Works).
- g. Grade—land division standard—twelve percent (12%) gravel or fourteen percent (14%) paved.

3. These standards apply to all building permits and are minimum for building permit purposes. City zoning, development, and public works construction standards may exceed these standards, and these standards are in no way intended to eliminate the need for full compliance with land division, zoning and public works construction standards requirements.

4. The Fire Chief may make modifications in these standards if the road is not buildable because of topography, waterways, non-negotiable grades, or similar conditions. These modifications are based on:

- a. The building being protected by NFPA 13D Automatic Sprinkler Systems.
- b. Additional fire protection as required by the Fire Chief.
- c. Exceptions may be made for minor additions or small accessory buildings to existing dwellings when in the opinion of the Fire Marshal the addition or accessory building will not create significantly more dangerous situations.

5. For roads accepted or platted or short platted roads by Skagit County prior to June 11, 1990 and subsequently annexed into the City, these standards may be modified by the Fire Marshal provided that, in his opinion, fire fighting or rescue operations would still be possible.

E. Regulations Applicable to Existing Buildings, Life Safety Requirements for Existing Buildings Other Than High Rise; to read as follows:

1. General. The purpose of this appendix as amended is to provide a reasonable degree of safety to persons occupying existing buildings that do not conform with the minimum requirements of this code by providing for alterations to such buildings which are identified to the Sedro-Woolley Fire Chief by either investigation by the Fire Chief or by a signed complaint from any member of the general public stating specifically why they believe a building does not provide such a reasonable degree of safety.

F. Fire Flow Requirements for Buildings.

1. Section 3—Modifications.

Section 3.1 Decreases. Fire flow requirements may be modified downward by the Sedro-Woolley Fire Chief for isolated buildings or a group of buildings in rural areas or small communities where development of full fire flow requirements is impractical. The Fire Chief may be guided by written procedures entitled "Sedro-Woolley Fire Department Procedures Concerning Fire Flow and Placement of Fire Hydrants" in making this determination.

Section 3.3 Buildings That May Not Require Fire Flow. When in the opinion of the Fire Chief a proposed building meets the criteria stated in the "Skagit County Fire Marshal

Procedures Concerning Fire Flow and Placement of Fire Hydrants” a permit may be issued without meeting the requirements for fire flow for the following:

- (i) Agricultural buildings.
- (ii) Buildings exempt by Board of Appeals Precedent.

G. Fire Hydrant Locations and Distributions. Footnote 3 shall be amended to read as follows:

“Where new water mains are upgraded or extended along streets or roads where hydrants are not otherwise required, hydrants shall be installed for filling tanker trucks at major roadway intersections wherever possible, and the distance between hydrants shall not exceed one mile.”

15.04.039 Amendments.

Repealed by Ord. 1680-10.

15.04.040 Fees—Building permit and plan review fees.

- A. General. Fees shall be assessed in accordance with the provisions of this section.
- B. Fees shall be assessed as designated in the current city of Sedro-Woolley building, planning and engineering fee schedule, as adopted by resolution of the city council and on file with the city clerk.
- C. Plan Review Fees. The applicant shall pay the plan review fee at time of submitting a building permit application.
- D. Building Permit Fees. The applicant shall pay the building permit fee prior to the building department issuing the building permit.
- E. A building permit is required before any mobile home can be placed in the city.
- F. Payment of Permit Fees. Upon notification by the city that a permit application has been approved, the applicant shall submit payment to the city for all permit fees for which approval has been received prior to permit application expiration. All permit applications shall expire six months from date application was submitted. Notification shall be given by any means reasonably calculated by the city to provide the applicant with notice that the applicant’s permit may be issued, and may include notice by telephone, facsimile, or through the U.S. mail. The applicant shall promptly advise the city of any changes that would limit or otherwise hinder the city in contacting the applicant.
- G. Repealed by Ord. 1651-09.
- H. Repealed by Ord. 1651-09.
- I. Investigation Fees—Work without a Permit.
 - 1. Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made by the building official before a permit may be issued for such work.
 - 2. An investigation fee, in addition to the permit fee and plan review fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be assessed as designated in the current city of Sedro-Woolley building, planning and engineering fee schedule, as adopted by resolution of the city council and on file with the city clerk. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

J. Fee Refunds. The building official may authorize refunding any fee paid hereunder which was erroneously paid or collected. The building official may authorize refunding not more than eighty percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official shall not authorize the refunding of any fee paid except upon the written application filed by the original permittee not later than one hundred eighty days after the date of fee payment. Plan review fees are not refundable.

15.04.042 Building valuation data.

For the purposes of determining valuation for issuance of building permits and charging building permit fees, the current building valuation data published in the Building Safety Magazine by International Code Council shall be utilized.

15.04.043 Administration and enforcement.

The building code of the city shall be administered and enforced by the building official of the city.

15.04.044 Certification of plans by architects and engineers.

The original set of any plans, computations or specifications submitted as part of or in conjunction with any application for a building permit which has been required by the building official to be prepared by an engineer or architect licensed by the state shall be submitted with a stamp or seal and original signature of such engineer or architect on each page thereof. No application for which such plans, computations or specifications have been required shall be deemed complete until such stamp or seal and original signature have been affixed.

15.04.045 Plan check fees for identical plans.

A. An owner, builder or developer seeking to build more than one structure of an identical design, may obtain a discount of the plan check fee required by this chapter and the uniform building code for subsequent identical design submissions within a period of six months of the original submission. The discounted fee shall be thirty percent of the full fee applicable at the time of payment, or the actual cost to the city for plan check review if conducted by an outside official, whichever is greater. The plans must be identical to those submitted by the same applicant within the previous six months for which a full fee was paid.

B. At the time of submission of the original plans, the applicant may submit up to four minor construction alternatives for a common design, and pay the applicable additional fee based on the value of the alternative as determined by the building official. The approved alternative plans shall be considered part of the original plans for purposes of determining what constitutes an identical plan.

C. The decision of the building official as to what constitutes a minor construction alternative and identical plan, for purposes of the discount provided by this section, shall be final and binding.

15.04.047 Mandatory street address signs.

- A. Every lot for which a permit is issued under this chapter for any purpose shall have an assigned street number affixed as prescribed by this section. The number shall be posted within thirty days of issuance of the permit or prior to issuance of a certificate of occupancy, whichever is sooner, unless a later date is prescribed in writing by the building official. Compliance with this section shall be the responsibility of both the building owner and the permit applicant.
- B. For structures situated fifty feet or less from the street, the address shall be conspicuously placed immediately above, upon, or at the side of the proper door of each building so that the number can be seen plainly from the street. If the main entrance is on the side or does not face the street, the address shall be conspicuously placed on the side of the building facing the street.
- C. For structures situated more than fifty feet from the street, or when the view of the building is blocked, the number shall be conspicuously placed on a post, gate, fence, tree, etc. This placement must be somewhere in an arc within thirty feet from where the center of the driveway or access meets the street. It will be posted in such a way so that the address placard is parallel with the main street or visible when accessing from either direction. It shall be at a height of between four and six feet from the level of the street. On streets which may be accessed from only one direction, the placard may be posted perpendicular to the main street in such a way that it is clearly visible when being approached by emergency responders. If more than one address is on one driveway and the buildings or entities are further than fifty feet from the street, then the addresses shall be posted at the street and also on the buildings or addressable entities. The address shall also be posted at any confusing intersection within the private drives.
- D. Addressable entities other than buildings, such as recreational lots, play fields, or stand alone utility sites, shall display the address at the access or driveway in the same manner as a building located more than fifty feet from a street. On a corner lot, the building number shall face the street named in the address.
- E. Building addresses shall be set on a white background which is approximately twelve inches by six inches in size. Building addresses shall be blue reflective numbers a minimum of five inches in height that are easily visible at night.
- F. The fire chief is authorized to obtain and sell address placards which comply with this section at cost and expense as part of a safety awareness program, provided that nothing in this section shall prohibit any owner from acquiring a conforming sign from a private vendor.
- G. A certificate of occupancy or inspection may be withheld for violation of this section. In addition, violation of this section is punishable as set forth in Section 15.04.060 of this chapter.

15.04.050 Prohibitions.

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any of the provisions of this chapter and the codes adopted by reference.

15.04.055 Enforcement—Civil suits.

Repealed by Ord. 1670-10.

15.04.060 Violations—Penalties.

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

Section 2. EFFECTIVE DATE. This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, and signed in authentication of its passage this ____ day of _____.

By: _____
MIKE ANDERSON, Mayor

Attest: _____
PATSY NELSON, Finance Director

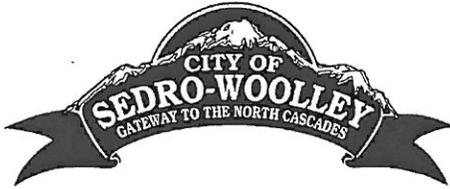
Approved as to form:

ERON BERG, City Attorney

Published: _____

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 12 2013



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Priority of Payments Ordinance
DATE: June 12, 2013

ISSUE: Should the Council approve the attached ordinance establishing the priority of payments received for city utility accounts?

BACKGROUND: The city operates three utilities (garbage, stormwater and sewer) and jointly bills customers monthly for these services. The question of the application of payments has been raised and this ordinance is intended to clearly respond to that question. The scenario is a utility bill that includes late charges, interest, sewer, garbage and stormwater and is not paid in full: which portion of the bill is credited for the amount received and which portion remains outstanding and subject to collection, liens and/or foreclosure action?

The proposed ordinance prioritizes payments as follows:

- First to outstanding late charges (includes penalties and collection costs);
- Then to outstanding interest;
- Then to utility taxes;
- Then to Solid waste charges;
- Then to Stormwater charges;
- And finally to Sewer charges.

RECOMMENDATION: Motion to adopt Ordinance _____-13 establishing a priority of payments applied to city utility accounts.

AN ORDINANCE ESTABLISHING THE APPLICATION OF AND PRIORITY OF PAYMENTS TO UTILITY ACCOUNTS

Whereas, the City operates three different municipal utilities that are billed collectively on a single billing statement; and

Whereas, not all utility customers pay their bills in full each month; and

Whereas, the Council desires to be very clear on the application and priority of payments received for these bills; and

Whereas, the Council desires to establish an ordinance directing the application and priority of payments; now therefore,

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

Section 1. A new chapter of the Sedro-Woolley Municipal Code is created as follows:

Priority of Payments to City Utility Accounts

Payments received by the City shall be applied in the following order of priority:

1. Outstanding late charges (penalties and costs of collection);
2. Outstanding interest;
3. Utility taxes;
4. Solid waste charges;
5. Stormwater utility charges;
6. Sewer charges.

Section 2. This ordinance shall be effective July 1, 2013 which is more than five (5) days after passage and publication as provided by law.

Section 3. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of June, 2013, and signed in authentication of its passage this ____ day of June, 2013.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: June 12, 2013

Second Reading by City Council:

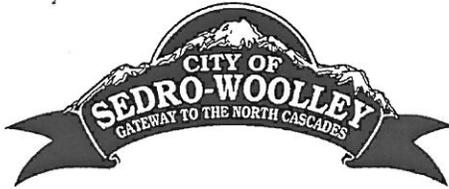
Approval by City Council:

Signed by the Mayor:

Date of Publication:

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 12 2013



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building
AGENDA NO. 9 325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor & Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Repeal of SWMC 2.44
DATE: December 12, 2012

ISSUE: Should the Council repeal SWMC 2.44 which established the Arts Council of Sedro-Woolley?

BACKGROUND: The Arts Council of Sedro-Woolley was proposed by a community group and established by Ordinance 1741-12 about one year ago. Since that time, a full council has been appointed and the group has worked to establish itself.

The group has been successful in getting started and garnering community support and now desires to actively fundraise and expend resources on events, fundraising and art. As a result, both the city and the council believe that the council is best served by operating as its own organization, independent of the city and its resulting rules, regulations and limitations.

Therefore, as a sign of its success, the Arts Council has requested and city staff recommends that the City Council repeal SWMC 2.44, allowing this group to move forward on its own.

RECOMMENDATION: MOTION to adopt Ordinance _____-13, an ordinance repealing SWMC 2.44.

**AN ORDINANCE REPEALING CHAPTER 2.44
OF THE SEDRO-WOOLLEY MUNICIPAL CODE**

WHEREAS, the City Council adopted ordinances 1741-12 and 1765-12 which are codified as SWMC 2.44 to establish the Arts Council of Sedro-Woolley; and

WHEREAS, the arts council has been successful at growing itself and gaining significant support in the community; and

WHEREAS, the arts council desires to grow beyond the limitations of a city committee; and

WHEREAS, the City Council desires to see the arts council continue its successes unfettered by unnecessary limitations imposed by virtue of its status as a city committee; and

WHEREAS, the City Council now desires to repeal SWMC 2.44 to allow the arts council to grow and flourish as its own independent organization; Now, Therefore;

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

Section 1. Sedro-Woolley Municipal Code chapter 2.44 is repealed in its entirety.

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

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2013, and signed in authentication of its passage this ____ day of _____, 2013.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: June 12, 2013

Second Reading by City Council: n/a

Approval by City Council:

Signed by the Mayor:

Date of Publication: