

Next Ord: 1789-14
Next Res: 893-14

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

January 22, 2014

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar1-169

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 #78374 to #78465 in the amount of \$288,375.35 (Void Check #78417-78421 and #78457-78458)
 - Claim Checks #308 to 381 in the amount of \$151,008.07 (Void Check #178551-178553)
 - Payroll Checks #58001 to #58014 plus EFT's in the amount of \$176,764.65
- d. Planning Commission Appointments
- e. Misc. Annual Contracts/Agreements
- f. Professional Services Agreements for Miscellaneous On-Call Professional Services
- g. TIB Fuel Tax Grant Distribution Agreement No. P-W-126(P03)-1 SR20; SR9S to Harrison
- h. Final Acceptance – Contract 2013-PW-02 SR 9 Pedestrian/Bicycle Safety Improvements Project – Faber Construction
- i. Proposed Purchase Order No. 2014-PO-02 with Sound Ocean Metal Fabricators Ltd.

4. Public Comment.....171

NEW BUSINESS

5. Recreation Marijuana Producers and Processors (*1st reading, action requested*).....173-202
6. Legislative Agenda (*late materials*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

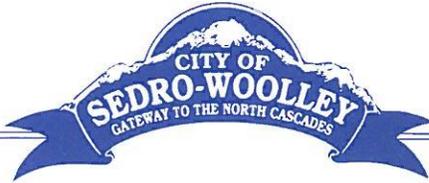
7. Minor contracts approved under SWMC 2.104.060 (*if any*)

EXECUTIVE SESSION

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

JAN 22 2014

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



DATE: January 22, 2014
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 January 22, 2014 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Kevin Loy
___ Ward 2 Councilmember Germaine Kornegay
___ Ward 3 Councilmember Brenda Kinzer
___ Ward 4 Councilmember Keith Wagoner
___ Ward 5 Councilmember Hugh Galbraith
___ Ward 6 Councilmember Rick Lemley
___ At-Large Councilmember Brett Sandström

2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

JAN 22 2014

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
January 8, 2014 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Swearing-in of Newly Elected Officials

Mayor Anderson administered the oath of office for the newly elected and re-elected Councilmembers Germaine Kornegay, Brenda Kinzer, Rick Lemley and Brett Sandström. A round of applause was received for all.

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #78309 to #78373 in the amount of \$103,148.92
 - Payroll Checks #57277 to #57382 in the amount of \$262,256.19
- WSP Agreement No. C140825GSC, State Fire Mobilization Reimbursement

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

Swearing-in of Sergeant Harris

Mayor Anderson administered the Oath of Office to Jason Harris as a new Police Sergeant. Sergeant Harris was received with a warm welcome of applause.

Skagit Valley Tulip Festival Poster Presentation

Cindy Verge, Executive Director of the Skagit Valley Tulip Festival presented the 2014 poster to the City and thanked everyone for their continued support.

Sedro-Woolley School District Levy Presentation

Phil Brockman, Superintendent of Sedro Woolley School District along with Brett Greenwood, Executive Director of Business and Operations and Levy Chair Christina Jefferson presented information regarding the upcoming School District Levy.

Public Comment

Elizabeth Fernando – 508 Creek Ln. and owner of Simply Silver & More addressed the Council regarding a break-in at her store. She expressed her disappointment with not having enough police officers. She stressed to the Council to come up with a solution to the inadequate police staffing.

Louie Requa – 310 W. Bennett, co-owner of Skagit Surveyors addressed the Council and staff and thanked them for supporting local businesses.

NEW BUSINESS

Appointment of Mayor Pro Tem 2014-2015

Councilmember Lemley moved to appoint Councilmember Keith Wagoner as Mayor Pro Tem. Seconded by Councilmember Galbraith. Motion carried (7-0).

Council Organizational Matters

City Supervisor/Attorney Berg reviewed several organizational items including the Mayor's draft committee assignments, the most recent version of the Council's mission, vision and goals, and the 2014 City meeting calendar. He also discussed a possible retreat and the AWC Legislative Action Conference.

Discussion ensued regarding the benefits of having a retreat with Council consensus to hold a retreat with a tentative retreat date of January 31st.

Discussion was also held as to who will attend the AWC Legislative Action Conference.

Councilmember Sandström requested consideration of continuing to be on the Business Development Committee.

Interlocal Agreement between the City, County and Port regarding Northern State

City Supervisor/Attorney Berg reviewed background information regarding a partnership between the City, County and Port to consider the future of Northern State. He noted the Port of Skagit County has taken the lead to begin the effort. Berg stated this is focused on the 225 acres owned by Enterprise Services, not the County owned property.

Councilmember Sandström moved to authorize the Mayor to sign the attached interlocal agreement with the Port of Skagit and Skagit County regarding Northern State with a possible modification of paragraph 14. Seconded by Councilmember Wagoner.

Council discussion ensued regarding timing, included within budget process, two read rule and the Port of Skagit County making a significant effort to lead economic development in Sedro-Woolley.

Motion carried (7-0).

SWPD Radio Infrastructure Approval

City Supervisor/Attorney Berg reviewed background and history regarding dispatch services and the formation of Skagit 911. He addressed radio deficiencies for the Police and reviewed options for a Communications System Improvement Plan developed by Mike Voss of Skagit 911. Berg addressed the impact to the budget and possible grants and funding sources. He requested Council authorize staff to proceed with the SWPD radio infrastructure project.

Council discussion ensued regarding funding options, preferred option, coverage, ongoing maintenance and life expectancy of equipment.

Councilmember Galbraith moved to authorize staff to proceed with the SWPD radio infrastructure project, including the purchase of one used shelter as identified in the attached quotation. Seconded by Councilmember Wagoner.

Further discussion took place.

Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Minor Contracts approved under SWMC 2.104.060

Police Chief Wood – thanked the Council for their vote on the radio infrastructure. He also reported on the new police vehicles.

Fire Chief Klinger – welcomed the new Councilmembers. He also pointed out a report for 2013 major incidents for Council information.

Public Works Director Freiburger – addressed upcoming grant due dates for STP Regional funds for the SR9 Extension project and the Jones Road connection to John Liner Road including a bridge. Freiburger noted the projects would still be a ways out but requested Council give permission to submit with local funds to be determined at a later time. He also updated Council on the SR9 and SR20/Cook Road projects.

City Supervisor/Attorney Berg – reported on a recent Jail Finance Committee meeting. He also reported of the upcoming Planning Commission recommendation for zoning for Marijuana will be brought before Council at the next meeting.

Finance Director Nelson – reported on the financial software update and the new look to the billing. She noted things are going well.

Police Chief Wood – reported on a recent drug raid within the vicinity of Curtis Street.

Councilmember Sandström – apologized to Elizabeth Fernando for the recent events at her business. He also noted of a recent fire inspection at the Masonic Lodge and the

professionalism of the Fire Department. Sandström expressed his excitement for the new Council and the Woolley Market.

Councilmember Lemley – welcomed the new Councilmembers and commented on a recent tagging at his business.

Councilmember Galbraith – also welcomed the new Councilmembers.

Councilmember Wagoner – announced the upcoming Denny Engberg Memorial Fund Dinner on January 25th. Wagoner also welcomed the new Councilmembers.

Councilmember Kinzer – thanked everyone for the warm welcome.

Councilmember Kornegay – apologized to Elizabeth Fernando for what happened. She also thanked everyone for being helpful and stated she is looking forward to serving.

Councilmember Loy – Welcomed the new Councilmembers.

EXECUTIVE SESSION

The meeting adjourned to Executive Session at 9:05 P.M. for the purpose of Collective Bargaining under RCW 42.30.140(4) for approximately 15 minutes with no decision anticipated.

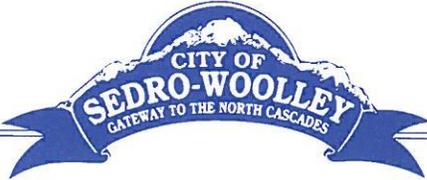
The meeting reconvened at 9:28 P.M.

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

The meeting adjourned at 9:28 P.M.

JAN 22 2014

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



DATE: January 22, 2014
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 January 22, 2014.

Motion to approve Claim Checks #78374 to #78465 in the amount of \$288,375.35. (Void Check #78417-78421 and #78457-78458).

Motion to approve Claim Checks #308-381 in the amount of \$151,008.07. (Void Check #178551-178553).

Motion to approve Payroll Checks #58001 to #58014 plus EFT'S in the amount of \$176,764.65.

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
 12/31/2013 (Printed 01/17/2014 08:38)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
78374	A-1 MOBILE LOCK & KEY	REPAIR & MAINTENANCE	CS	346.24
		OPERATING SUPPLIES	SAN	268.04
		WARRANT TOTAL		614.28
78375	ALLEN, DEBRA	WELLNESS	SWR	300.00
		WARRANT TOTAL		300.00
78376	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES	PD	153.72
		WARRANT TOTAL		153.72
78377	ANDGAR CORP	REPAIR/MAINT-CITY HALL	PK	154.19
		WARRANT TOTAL		154.19
78378	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CWP	40.50
		AUTO FUEL	PD	1,511.55
		AUTO FUEL/DIESEL	FD	746.76
		AUTO FUEL/DIESEL	PK	191.86
		AUTO FUEL/DIESEL	CEM	188.23
		AUTO FUEL/DIESEL	ST	406.66
		AUTO FUEL/DIESEL	ST	232.48
		AUTO FUEL/DIESEL	ST	203.99
		AUTO FUEL/DIESEL	SWR	107.02
		AUTO FUEL/DIESEL	SWR	77.34
		REPAIRS/MAINT-EQUIP	SAN	156.89
		OPERATING SUPPLIES	SAN	258.84
		AUTO FUEL/DIESEL	SAN	2,032.52
		AUTO FUEL/DIESEL	SAN	94.19
		WARRANT TOTAL		6,248.83
78379	BAY CITY SUPPLY	OPERATING SUP - CITY HALL	PK	79.57
		OPERATING SUPPLIES	SAN	234.06
		WARRANT TOTAL		313.63
78380	BIAS SOFTWARE	BILLING SOFTWARE SYSTEM	SWR	4,300.00
		BILLING SOFTWARE SYSTEM	SWR	1,585.58
		BILLING SOFTWARE SYSTEM	SWR	685.00
		BILLING SOFTWARE SYSTEM	SAN	1,315.00
		BILLING SOFTWARE SYSTEM	SAN	791.61
		BILLING SOFTWARE SYSTEM	SAN	341.68
		BILLING SOFTWARE SYSTEM	STWR	413.77
		WARRANT TOTAL		9,432.64
78381	CASCADE LIGHTING SERVICE & MAINT	REPAIRS/MAINT-BUILDING	SAN	565.51
		WARRANT TOTAL		565.51
78382	CASCADE NATURAL GAS CORP.	CONST-SR20/COOK REALIGN	ART	97,871.79
		WARRANT TOTAL		97,871.79
78383	CITIES INSURANCE ASSOC.	REPAIR & MAINTENANCE	CS	1,000.00
		REPAIR & MAINT - AUTO	PD	515.42
		INSURANCE	ST	250.00
		WARRANT TOTAL		1,765.42

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
78384	CODE PUBLISHING INC.	CODE BOOK	LGS	426.23
		WARRANT TOTAL		426.23
78385	CONCRETE NOR'WEST, INC.	IMPROVEMENTS - BINGHAM	PK	1,203.76
		IMPROVEMENTS - BINGHAM	PK	1,263.55
		WARRANT TOTAL		2,467.31
78386	CONSOLIDATED SUPPLY CO.	OPERATING SUPPLIES	ST	305.12
		WARRANT TOTAL		305.12
78387	CAPITAL ONE COMMERCIAL	EMPLOYEE WELLNESS (MEALS)	EXE	274.95
		OFFICE/OPERATING SUPPLIES	PD	68.43
		OPERATING SUPPLIES	FD	311.62
		WARRANT TOTAL		655.00
78388	DATABAR	BILLING SOFTWARE SYSTEM	SWR	335.00
		BILLING SOFTWARE SYSTEM	SAN	165.00
		WARRANT TOTAL		500.00
78389	CUES	EQUIP & VEHICLES - SEWER	ERR	10,741.50
		WARRANT TOTAL		10,741.50
78390	DALCO, INC	CONTAINERS	SAN	5,410.00
		CONTAINERS	SAN	22.95
		WARRANT TOTAL		5,432.95
78391	DATA BASE RECORDS DESTRUCTION LLC	SUPPLIES	JUD	44.78
		SUPPLIES	FIN	44.78
		SUPPLIES/BOOKS	PLN	13.02
		SUPPLIES	ENG	13.02
		OFFICE/OPERATING SUPPLIES	PD	89.56
		OFF/OPER SUPPS & BOOKS	INSP	13.00
		WARRANT TOTAL		218.16
78392	DAVID EVANS & ASSOC INC	CONST-SR20/COOK REALIGN	ART	2,208.38
		WARRANT TOTAL		2,208.38
78393	DAY WIRELESS SYSTEMS INC	PROFESSIONAL SERVICES	ENG	1,309.39
		WARRANT TOTAL		1,309.39
78394	DOUGHER, MELISSA	EMPLOYEE WELLNESS	PD	240.00
		WARRANT TOTAL		240.00
78395	DETECH, INC. FIRE & SAFETY	REPAIR/MAINT-STATION 2	FD	41.52
		OPERATING SUP - PARKS SHOP	PK	36.06
		REPAIRS/MT-COMMUNITY CTR	PK	124.58
		REPAIR/MT-SENIOR CENTER	PK	122.40
		REPAIR/MAINT-LIBRARY	PK	18.58
		REPAIR/MAINT-CITY HALL	PK	48.08
		REPAIR/MAINT-CITY HALL	PK	75.42
		REPAIR/MAINT-CITY HALL	PK	39.34
		REPAIR/MAINT-EQUIP & BLDG	CEM	37.15

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR/MAINTENANCE-EQUIP	ST	108.19
		MAINTENANCE CONTRACTS	SWR	224.03
		REPAIR/MAINTENANCE	SAN	208.73
		WARRANT TOTAL		1,084.08
78396	DWAYNE LANE'S NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	695.77
		REPAIR & MAINT - AUTO	PD	275.57
		WARRANT TOTAL		971.34
78397	E & E LUMBER	OPERATING SUP - RIVERFRONT	PK	33.56
		OPERATING SUP - CITY HALL	PK	28.63
		OPERATING SUP - CITY HALL	PK	21.03-
		OPERATING SUP - CITY HALL	PK	21.36
		OPERATING SUP - CITY HALL	PK	11.19
		OPERATING SUP - CITY HALL	PK	17.09
		OPERATING SUPPLIES	ST	27.46-
		OPERATING SUPPLIES	ST	41.68
		SMALL TOOLS/MINOR EQUIP	ST	20.35
		REPAIRS/MAINT-EQUIP	SAN	6.10
		WARRANT TOTAL		131.47
78398	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	47.00
		PROFESSIONAL SERVICES	SWR	146.00
		PROFESSIONAL SERVICES	SWR	168.00
		WARRANT TOTAL		361.00
78399	FASTENAL COMPANY	OPERATING SUPPLIES	SAN	278.32
		OPERATING SUPPLIES	SAN	53.61
		OPERATING SUPPLIES	SAN	116.96-
		OPERATING SUPPLIES	SAN	125.69
		WARRANT TOTAL		340.66
78400	FELLER HEATING & AIR COND	MAINTENANCE CONTRACTS	SWR	279.41
		WARRANT TOTAL		279.41
78401	GENERATOR SERVICES NW	MAINT OF GENERAL EQUIP	SWR	904.46
		WARRANT TOTAL		904.46
78402	GALE/CENGAGE LEARNING	LIBRARY INFO DATABASES	LIB	2,381.71
		LIBRARY INFO DATABASES	LIB	11.95
		WARRANT TOTAL		2,393.66
78403	GET A FLU SHOT.COM	PROFESSIONAL SERVICES	PD	150.00
		PROFESSIONAL SERVICES	LIB	75.00
		WARRANT TOTAL		225.00
78404	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	363.14
		WARRANT TOTAL		363.14
78405	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		75.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
78406	JACOBS, LEO	EMPLOYEE WELLNESS	SAN	90.00
		WARRANT TOTAL		90.00
78407	KESSELRING'S	MACHINERY & EQUIPMENT	PD	888.06
		WARRANT TOTAL		888.06
78408	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	232.00
		WARRANT TOTAL		232.00
78409	LOGGERS AND CONTRACTORS	REPAIRS/MAINT-EQUIP	SAN	352.51
		WARRANT TOTAL		352.51
78410	MESTIZO MEXICAN RESTAURANT	EMPLOYEE RECOGNITION	EXE	739.20
		WARRANT TOTAL		739.20
78411	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	495.48
		WARRANT TOTAL		495.48
78412	MOTOR TRUCKS, INC.	REPAIR/MAINTENANCE-EQUIP	ST	1,104.29
		REPAIR/MAINTENANCE-EQUIP	ST	40.36
		WARRANT TOTAL		1,144.65
78413	NEOFUNDS BY NEWPOST	POSTAGE	JUD	377.05
		POSTAGE	FIN	360.26
		POSTAGE	LGL	10.24
		POSTAGE	PLN	26.47
		POSTAGE	ENG	21.45
		POSTAGE	PD	175.61
		POSTAGE	FD	14.48
		POSTAGE	FD	1.82
		POSTAGE	INSP	37.05
		POSTAGE	CEM	7.71
		POSTAGE	SWR	109.11
		POSTAGE	SAN	50.36
		OPERATING SUPPLIES	SWTR	8.39
		WARRANT TOTAL		1,200.00
78414	NORTH COAST ELECTRIC CO.	MAINT OF GENERAL EQUIP	SWR	1,466.35
		WARRANT TOTAL		1,466.35
78415	OASYS	OPERATING RENTALS/LEASES	FIN	897.51
		SUPPLIES/BOOKS	PLN	184.34
		SUPPLIES	ENG	184.34
		OFF/OPER SUPPS & BOOKS	INSP	184.34
		WARRANT TOTAL		1,450.53
78416	OLIVER-HAMMER CLOTHES	OPERATING SUPPLIES	SAN	162.43
		WARRANT TOTAL		162.43
78421	P & P EXCAVATING LLC	MAINTENANCE OF LINES	SWR	4,940.81
		WARRANT TOTAL		4,940.81

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/31/2013 (Printed 01/17/2014 08:38)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
78422	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	FD	159.20
		REPAIRS/MAINT-EQUIP	SAN	511.95
		WARRANT TOTAL		671.15
78423	PUBLIC SAFETY TESTING	PROFESSIONAL SERVICES	CIV	200.00
		WARRANT TOTAL		200.00
78424	PUMPTECH INC.	MACHINERY & EQUIP	SWR	2,201.25
		WARRANT TOTAL		2,201.25
78425	RONK BROTHERS, INC.	OPERATING SUP - CITY HALL	PK	28.16
		OPERATING SUP - CITY HALL	PK	8.12
		WARRANT TOTAL		36.28
78426	SALSEINA, NATHAN	MISC-PERMITS & LICENSES	PK	34.00
		WARRANT TOTAL		34.00
78427	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	118.46
		WARRANT TOTAL		118.46
78428	SECRETARY OF STATE	INTERNET	LIB	2,625.48
		WARRANT TOTAL		2,625.48
78429	SEDRO-WOLLEY AUTO PARTS	REPAIR/MAINTENANCE EQUIP	PK	55.03
		REPAIR/MAINTENANCE EQUIP	PK	32.27
		OPERATING SUPPLIES	CEM	60.94
		OPERATING SUPPLIES	CEM	19.15
		REPAIR/MAINTENANCE-EQUIP	ST	17.52
		REPAIR/MAINTENANCE-EQUIP	ST	44.72
		WARRANT TOTAL		229.63
78430	SEDRO-WOLLEY CHAMBER OF	CHAMBER OF COMMERCE	HOT	1,524.45
		CHAMBER OF COMMERCE	HOT	1,328.28
		CHAMBER OF COMMERCE	HOT	1,461.74
		CHAMBER OF COMMERCE	HOT	371.31
		CHAMBER OF COMMERCE	HOT	2,516.39
		WARRANT TOTAL		7,202.17
78431	SEDRO-WOLLEY LOGGERODEO	LOGGERODEO	HOT	7,500.00
		WARRANT TOTAL		7,500.00
78432	SEVEN SISTERS, INC.	REPAIR/MAINT-STREETS	ST	341.90
		REPAIRS/MAINT-BUILDING	SAN	2,106.63
		WARRANT TOTAL		2,448.53
78433	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	1,273.27
		MISC-FILING FEES/LIEN EXP	SAN	607.25
		OPERATING SUPPLIES	SWTR	78.35
		WARRANT TOTAL		1,958.87
78434	COMMUNITY ACTION OF SK. COUNTY	SKAGIT COMM ACTION AGENCY	HLT	362.44
		WARRANT TOTAL		362.44

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
78435	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	950.00
		WARRANT TOTAL		950.00
78436	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES	IT	398.15
		WARRANT TOTAL		398.15
78437	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	39,754.00
		WARRANT TOTAL		39,754.00
78438	SKAGIT CO. PUBLIC WORKS	OPERATING SUPPLIES	ST	1,210.04
		WARRANT TOTAL		1,210.04
78439	SKAGIT COUNTY SHERIFF	PRISONERS	PD	4,384.60
		PRISONERS	PD	1,582.12
		PRISONERS	PD	999.75
		WARRANT TOTAL		6,966.47
78440	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	SAN	31.46
		WARRANT TOTAL		31.46
78441	SKAGIT DV & SA SERVICES	SK DOMESTIC VIOLENCE	DOM	598.53
		WARRANT TOTAL		598.53
78442	SKAGIT SURVEYORS &	ENG-SR20/COOK REALIGN SKAT AST		250.00
		WARRANT TOTAL		250.00
78443	SKAGIT LAW GROUP PLLC	MISC-FILING FEES/LIEN EXP	SWR	169.00
		MISC-FILING FEES/LIEN EXP	SWR	169.00
		MISC-FILING FEES/LIEN EXP	SAN	80.60
		MISC-FILING FEES/LIEN EXP	SAN	80.60
		OPERATING SUPPLIES	SWTR	10.40
		OPERATING SUPPLIES	SWTR	10.40
		WARRANT TOTAL		520.00
78444	SKAGIT RIVER STEEL	OPERATING SUPPLIES	SWTR	139.21
		WARRANT TOTAL		139.21
78445	SKAGIT PUBLISHING	ADVERTISING	PLN	90.00
		WARRANT TOTAL		90.00
78446	SKAGIT VALLEY SIGNS	VEHICLES	PD	664.96
		WARRANT TOTAL		664.96
78447	SORSDAL, HEATHER	EMPLOYEE WELLNESS	PD	210.00
		WARRANT TOTAL		210.00
78448	STAPLES BUSINESS ADVANTAGE	SUPPLIES	FIN	124.07
		REPAIR/MAINT-OFFICE EQUIP	PK	36.81
		OFFICE SUPPLIES	SWR	215.69
		WARRANT TOTAL		376.57
78449	STRIDER CONST. CO INC.	CONST-SR20/COOK REALIGN	ART	17,286.68

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		17,286.68
78450	TARGHEE FIRE SVC. LLC	VEHICLES - ADMIN	ERR	677.83
		WARRANT TOTAL		677.83
78451	TIGERDIRECT INC.	NETWORK HARDWARE	IT	124.54
		WARRANT TOTAL		124.54
78452	TRUE VALUE	OPERATING SUP - CITY HALL	PK	5.19
		REPAIRS/MT-COMMUNITY CTR	PK	7.03
		OPERATING SUPPLIES	CEM	11.35
		OPERATING SUPPLIES	CEM	20.22
		OPERATING SUPPLIES	ST	67.10
		WARRANT TOTAL		110.89
78453	US BANK -- PURCHASE CARDS	EMPLOYEE WELLNESS (EDUC)	EXE	51.60
		SMALL TOOLS/MINOR EQUIP	IT	54.06
		SMALL TOOLS/MINOR EQUIP	IT	119.70
		NETWORK HARDWARE	IT	370.17
		NETWORK HARDWARE	IT	215.51
		SUPPLIES	ENG	81.52
		OFFICE/OPERATING SUPPLIES	PD	69.00
		OPERATING SUPPLIES	FD	335.27
		TRAVEL & MEALS	FD	96.24
		TRAVEL & MEALS	FD	93.90
		MISC-TUITION/REGISTRATION	INSP	467.84
		SUPPLIES	LIB	112.47
		PROGRAMMING GRANTS	LIB	126.99
		TRAVEL	LIB	45.00
		BOOKS & MATERIALS	LIB	259.80
		BOOKS & MATERIALS	LIB	975.49
		BOOKS & MATERIALS	LIB	47.18
		BOOKS - SKAGIT COUNTY	LIB	177.78
		BOOKS - SKAGIT COUNTY	LIB	525.30
		KENNEL IMPROVEMENTS	DOG	110.50
		MISC-DUES/SUBSCRIPTIONS	SWR	120.00
		UNAPPLIED CASH - SUSPENSE		139.89-
		WARRANT TOTAL		4,315.43
78454	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	36.96
		WARRANT TOTAL		36.96
78455	VALLEY AUTO SUPPLY	REPAIR & MAINTENANCE	CS	6.97
		WARRANT TOTAL		6.97
78456	VALLEY FREIGHTLINER INC	REPAIRS/MAINT-EQUIP	SAN	200.82
		WARRANT TOTAL		200.82
78459	VOLUNTEERS OF AMERICA	VOLUNTEERS OF AMERICA	VOL	1,510.00
		WARRANT TOTAL		1,510.00
78460	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	PD	98.94

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		INDUSTRIAL INSURANCE	PD	230.87
		INDUSTRIAL INSURANCE	PD	231.11
		WARRANT TOTAL		560.92
78461	WA STATE DEPT OF REVENUE	SUPPLIES	LGS	1.62
		NETWORK HARDWARE	IT	34.85
		VEHICLES	PD	370.10
		TAXES AND ASSESSMENTS	PK	22.50
		TAXES AND ASSESSMENTS	CEM	222.19
		TAXES & ASSESSMENTS	LIB	6.33
		BOOKS & MATERIALS	LIB	25.36
		BOOKS - SKAGIT COUNTY	LIB	12.24
		OPERATING SUPPLIES	SWR	13.94
		TAXES & ASSESSMENTS	SWR	5,089.14
		TAXES & ASSESSMENTS	SAN	5,745.45
		REPAIRS/MAINTENANCE	SWTR	28.65
		WARRANT TOTAL		11,572.37
78462	WASHINGTON FEDERAL	CONST-SR20/COOK REALIGN	ART	909.83
		WARRANT TOTAL		909.83
78463	WWCPA	MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		WARRANT TOTAL		30.00
78464	WASTE MANAGEMENT OF SKGT	RECYCLING - HOUSEHOLD	SAN	10,832.08
		WARRANT TOTAL		10,832.08
78465	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES	CEM	54.13
		SMALL TOOLS/MINOR EQUIP	CEM	159.81
		REPAIRS/MAINT-EQUIP	SAN	23.15
		WARRANT TOTAL		237.09
		RUN TOTAL		288,375.35

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	27,947.68
101	PARK FUND	3,752.30
102	CEMETERY FUND	780.88
103	STREET FUND	4,862.42
104	ARTERIAL STREET FUND	118,526.68
105	LIBRARY FUND	7,408.08
108	STADIUM FUND	14,702.17
111	DOG FUND	110.50
401	SEWER FUND	25,474.96
412	SOLID WASTE FUND	72,841.07
425	STORMWATER	689.17
501	EQUIPMENT REPLACEMENT FUND	11,419.33
621	SUSPENSE FUND	139.89-
TOTAL		288,375.35

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/31/2013 (Printed 01/17/2014 08:38)

DEPARTMENT	AMOUNT
001 000 011	427.85
001 000 012	1,603.83
001 000 013	1,065.75
001 000 014	1,426.62
001 000 015	50.74
001 000 016	200.00
001 000 017	1,316.98
001 000 018	1,353.21
001 000 019	313.83
001 000 020	1,609.72
001 000 021	13,455.14
001 000 022	1,950.81
001 000 024	702.23
001 000 062	1,872.44
001 000 065	598.53
FUND CURRENT EXPENSE FUND	27,947.68
101 000 076	3,752.30
FUND PARK FUND	3,752.30
102 000 036	780.88
FUND CEMETERY FUND	780.88
103 000 042	4,862.42
FUND STREET FUND	4,862.42
104 000 042	118,526.68
FUND ARTERIAL STREET FUND	118,526.68
105 000 072	7,408.08
FUND LIBRARY FUND	7,408.08
108 000 019	14,702.17
FUND STADIUM FUND	14,702.17
111 000 021	110.50
FUND DOG FUND	110.50
401 000 035	25,474.96
FUND SEWER FUND	25,474.96
412 000 037	72,841.07
FUND SOLID WASTE FUND	72,841.07
425 000 031	689.17
FUND STORMWATER	689.17
501 000 048	11,419.33
FUND EQUIPMENT REPLACEMENT FUND	11,419.33
621 000 000	139.89-
FUND SUSPENSE FUND	139.89-

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
308	01/22/2014	Claims	2	178501	AT & T	104.66	January Statement
					001 - 512 50 42 020 - Telephone	0.52	
					001 - 513 10 42 020 - Telephone	2.09	
					001 - 514 23 42 020 - Telephone	13.61	
					001 - 515 30 42 001 - Telephone	6.28	
					001 - 518 80 42 020 - Telephone	0.52	
					001 - 521 20 42 020 - Telephone	50.24	
					001 - 522 20 42 020 - Telephone	5.23	
					001 - 524 20 42 020 - Telephone	0.52	
					401 - 535 80 42 020 - Telephone	4.19	
					412 - 537 80 42 020 - Telephone	0.52	
					001 - 558 60 42 020 - Telephone	4.19	
					105 - 572 20 42 020 - Telephone	6.28	
					001 - 595 10 42 020 - Telephone	10.47	
309	01/22/2014	Claims	2	178502	AWC	6,558.00	2014 Membership
					001 - 514 23 49 040 - Assoc Of Wa Cities Dues	6,558.00	
310	01/22/2014	Claims	2	178503	American Fleet Main LLC	134.29	5511
					001 - 522 20 48 000 - Repairs/maint-equip	134.29	5511
311	01/22/2014	Claims	2	178504	Aramark Uniform Services	25.62	
					401 - 535 80 49 000 - Laundry	8.21	
					401 - 535 80 49 000 - Laundry	8.21	
					103 - 542 30 49 000 - Misc-laundry	4.60	
					103 - 542 30 49 000 - Misc-laundry	4.60	
312	01/22/2014	Claims	2	178505	Association Of Wa Cities	3,592.68	January 2014 Med Premium
					001 - 521 20 27 000 - Retired Medical	3,592.68	
313	01/22/2014	Claims	2	178506	Bay City Supply	3,406.81	2014 Supplies For Various Locations
					401 - 535 80 31 010 - Operating Supplies	66.05	
					101 - 576 80 31 001 - Operating Sup - Riverfront	501.11	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	334.07	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	334.10	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	501.11	
					101 - 576 80 31 006 - Operating Sup - City Hall	668.15	
					101 - 576 80 31 007 - Operating Sup - Library	501.11	
					101 - 576 80 31 012 - Operating Sup - Hammer	501.11	
314	01/22/2014	Claims	2	178507	Harold Beitler	1,384.80	Medicare Premium
					001 - 521 20 27 000 - Retired Medical	1,384.80	
315	01/22/2014	Claims	2	178508	Bioscience Inc	1,150.00	
					401 - 535 50 48 010 - Maintenance Of Lines	1,150.00	
316	01/22/2014	Claims	2	178509	Bloomberg Businessweek	53.25	
					105 - 594 72 64 000 - Books & Materials	53.25	
317	01/22/2014	Claims	2	178510	Board For Volunteer	915.00	Adams/Altman/Sheridan
					001 - 521 20 12 000 - Reserves/extra Help	915.00	
318	01/22/2014	Claims	2	178511	Jennifer A Bouwens	150.00	
					001 - 512 50 41 000 - Professional Services	150.00	
319	01/22/2014	Claims	2	178512	Cascade Natural Gas Corp	6,246.52	January Utilites
					001 - 521 20 47 000 - Public Utilities	87.42	
					001 - 522 50 47 000 - Public Utilities	597.64	
					401 - 535 80 47 000 - Public Utilities	485.12	
					412 - 537 80 47 000 - Public Utilities	580.56	
					103 - 542 63 47 000 - Public Utilities	131.99	
					103 - 542 63 47 000 - Public Utilities	148.81	
					105 - 572 20 47 000 - Public Utilities	400.37	

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			101 - 576 80 47 010		Utilities-community Ctr	206.91	
			101 - 576 80 47 020		Utilities-senior Center	398.48	
			101 - 576 80 47 050		Utilities-hammer Square	142.42	
			101 - 576 80 47 052		Utilities - Bingham Caretaker	63.78	
			101 - 576 80 47 052		Utilities - Bingham Caretaker	54.22	
			101 - 576 80 47 070		Public Utilities-city Hall	2,948.80	
320	01/22/2014	Claims	2	178513	inc Collins Office Supply	329.90	
			001 - 514 23 31 000		Supplies	6.91	
			001 - 521 20 31 002		Office/operating Supplies	42.08	
			001 - 521 20 31 002		Office/operating Supplies	215.92	
			102 - 536 20 31 000		Office Supplies	64.99	
321	01/22/2014	Claims	2	178514	Comcast	130.68	
			001 - 518 80 42 021		Internet Services	130.68	
322	01/22/2014	Claims	2	178515	Concrete Nor'west Inc	870.83	
			401 - 535 50 48 010		Maintenance Of Lines	644.59	
			401 - 535 50 48 010		Maintenance Of Lines	226.24	
323	01/22/2014	Claims	2	178516	Crystal Springs	21.08	
			401 - 535 80 31 010		Operating Supplies	21.08	
324	01/22/2014	Claims	2	178517	Judge g. Scott Marinella DMCJA	187.00	
			001 - 512 50 49 010		Dues/subscriptions	187.00	
325	01/22/2014	Claims	2	178518	Databar	2,242.16	January 2014 Billing
			425 - 531 50 42 010		Postage	89.68	
			401 - 535 80 42 015		Postage	1,457.41	
			412 - 537 80 42 010		Postage	695.07	
326	01/22/2014	Claims	2	178519	Dwayne Lane's North Cascade Ford	28,334.78	2014 Police Interceptor
			001 - 594 21 64 000		Machinery & Equipment	28,334.78	
327	01/22/2014	Claims	2	178520	E & E Lumber	397.36	Tile Project Station Quarters
			001 - 521 20 49 020		Special Investigations	118.85	
			001 - 522 50 48 010		Repairs/maint-dorm	10.10	
			001 - 522 50 48 010		Repairs/maint-dorm	16.42	
			001 - 522 50 48 010		Repairs/maint-dorm	14.06	
			001 - 522 50 48 010		Repairs/maint-dorm	7.83	
			001 - 522 50 48 010		Repairs/maint-dorm	8.14	
			001 - 522 50 48 010		Repairs/maint-dorm	42.78	
			101 - 576 80 31 001		Operating Sup - Riverfront	31.07	
			101 - 576 80 31 001		Operating Sup - Riverfront	67.25	
			101 - 576 80 31 001		Operating Sup - Riverfront	-67.25	
			101 - 576 80 31 001		Operating Sup - Riverfront	7.13	
			101 - 576 80 31 001		Operating Sup - Riverfront	4.37	
			101 - 576 80 31 001		Operating Sup - Riverfront	67.25	
			101 - 576 80 31 001		Operating Sup - Riverfront	12.73	
			101 - 576 80 31 006		Operating Sup - City Hall	7.83	
			101 - 576 80 31 006		Operating Sup - City Hall	7.93	
			101 - 576 80 35 000		Small Tools & Minor Equip	40.87	
328	01/22/2014	Claims	2	178521	Emergency Medical Products Inc	424.68	
			001 - 522 20 31 000		Operating Supplies	424.68	
329	01/22/2014	Claims	2	178522	Enterprise Office Systems	38.04	
			001 - 514 23 31 000		Supplies	38.04	
330	01/22/2014	Claims	2	178523	George Freeman	450.00	SC13384, SC14016 & SC14206
			001 - 515 93 41 001		Conflict Council	450.00	

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331	01/22/2014	Claims	2	178524	Frontier	1,439.92	January Statements
		001 - 512 50 42 020 - Telephone				36.96	
		001 - 513 10 42 020 - Telephone				55.44	
		001 - 514 23 42 020 - Telephone				55.44	
		001 - 515 30 42 001 - Telephone				24.64	
		001 - 518 80 42 020 - Telephone				18.48	
		001 - 521 20 42 020 - Telephone				184.59	
		001 - 521 20 42 020 - Telephone				57.04	
		001 - 521 20 42 020 - Telephone				47.86	
		001 - 522 20 42 020 - Telephone				67.76	
		001 - 524 20 42 020 - Telephone				18.48	
		401 - 535 80 42 020 - Telephone				49.28	
		401 - 535 80 42 020 - Telephone				223.35	
		102 - 536 20 42 020 - Telephone				68.37	
		412 - 537 80 42 020 - Telephone				24.64	
		412 - 537 80 42 020 - Telephone				86.69	
		103 - 542 30 42 020 - Telephone				6.16	
		001 - 558 60 42 020 - Telephone				18.48	
		105 - 572 20 42 020 - Telephone				30.80	
		105 - 572 20 42 020 - Telephone				136.61	
		101 - 576 80 42 020 - Telephone				12.32	
		101 - 576 80 47 070 - Public Utilities-city Hall				59.31	
		101 - 576 80 47 070 - Public Utilities-city Hall				114.10	
		001 - 595 10 42 020 - Telephone				43.12	
332	01/22/2014	Claims	2	178525	Glenn Gardner	1,049.42	
		001 - 521 20 48 010 - Repair & Maint - Auto				63.90	
		001 - 594 21 64 010 - Vehicles				985.52	
333	01/22/2014	Claims	2	178526	Richard Lance George	1,258.80	Medicare Premiun
		001 - 521 20 27 000 - Retired Medical				1,258.80	
334	01/22/2014	Claims	2	178527	Guardian Security	1,185.00	
		001 - 521 20 41 001 - Professional Services				210.00	
		001 - 522 50 49 050 - Fire/theft Protection				165.00	
		401 - 535 80 31 010 - Operating Supplies				210.00	
		101 - 576 80 31 004 - Operating Sup - Comm Cente				165.00	
		101 - 576 80 31 005 - Operating Sup - Senior Ctr				165.00	
		101 - 576 80 31 006 - Operating Sup - City Hall				270.00	
335	01/22/2014	Claims	2	178528	Ronald John	120.90	
		001 - 521 20 27 000 - Retired Medical				120.90	
336	01/22/2014	Claims	2	178529	Teresa Keene	2,500.00	Prosecuting Atty
		001 - 515 30 41 001 - Prosecuting Attorney				2,500.00	
337	01/22/2014	Claims	2	178530	Leadsonline	1,428.00	2014 Renewal
		001 - 521 20 49 010 - Dues/subscriptions				1,428.00	
338	01/22/2014	Claims	2	178531	William R McCann	3,000.00	January 2014 Ind. Def
		001 - 515 93 41 000 - Indigent Defender				3,000.00	
339	01/22/2014	Claims	2	178532	McLoughlin & Eardley Corp	320.61	
		001 - 594 21 64 010 - Vehicles				194.46	
		001 - 594 21 64 010 - Vehicles				126.15	
340	01/22/2014	Claims	2	178533	Motion Picture Licensing Corp	66.74	
		105 - 572 20 49 000 - Subscriptions				66.74	
341	01/22/2014	Claims	2	178534	North West Inst Services	113.93	
		401 - 535 50 48 000 - Maintenance Contracts				113.93	
342	01/22/2014	Claims	2	178535	Northwest Clean Air Agency	3,713.50	
		001 - 553 70 51 000 - Nw Air Polution				3,713.50	

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343	01/22/2014	Claims	2	178536	Oliver-Hammer Clothes	108.48	
					102 - 536 20 35 010 - Safety Equipment	108.48	
344	01/22/2014	Claims	2	178537	Pat Rimmer Tire Ctr Inc	203.34	Truck 5519 Fire
					001 - 522 20 48 000 - Repairs/maint-equip	203.34	
345	01/22/2014	Claims	2	178538	Harold Pittman	1,258.80	Medicare Premium
					001 - 521 20 27 000 - Retired Medical	1,258.80	
346	01/22/2014	Claims	2	178539	Public Utility Dis No1	1,239.65	January Water Billing
					001 - 521 20 47 000 - Public Utilities	20.80	
					401 - 535 80 47 000 - Public Utilities	207.11	
					102 - 536 20 47 000 - Public Utilities	51.31	
					412 - 537 80 47 000 - Public Utilities	40.63	
					103 - 542 63 47 000 - Public Utilities	44.02	
					105 - 572 20 47 000 - Public Utilities	24.19	
					101 - 576 80 47 000 - Utilities-riverfront	125.39	
					101 - 576 80 47 000 - Utilities-riverfront	24.19	
					101 - 576 80 47 010 - Utilities-community Ctr	65.33	
					101 - 576 80 47 020 - Utilities-senior Center	261.22	
					101 - 576 80 47 050 - Utilities-hammer Square	108.43	
					101 - 576 80 47 051 - Utilities-bingham/memorial	33.85	
					101 - 576 80 47 053 - Utilities - Other	37.24	
					101 - 576 80 47 070 - Public Utilities-city Hall	195.94	
347	01/22/2014	Claims	2	178540	Puget Sound Energy	9,733.69	January Street Lights
					103 - 542 63 47 000 - Public Utilities	9,733.69	
348	01/22/2014	Claims	2	178541	Pumpstech Inc	23,067.90	
					401 - 535 50 48 050 - Maint Of General Equip	9,548.15	
					401 - 535 80 45 000 - Equipment Rental	3,519.75	
					401 - 594 35 64 001 - Portable Equipment	10,000.00	
349	01/22/2014	Claims	2	178542	Reliable (office Supply)	68.00	
					001 - 521 20 31 002 - Office/operating Supplies	68.00	
350	01/22/2014	Claims	2	178543	Rene's World	155.96	
					001 - 511 60 31 000 - Supplies	45.49	Kornegay & Kinzer
					001 - 511 60 31 000 - Supplies	110.47	
351	01/22/2014	Claims	2	178544	SK Co Interlocal Drug	1,000.00	
					001 - 521 20 51 010 - Skagit Cty Drug Task Force	1,000.00	
352	01/22/2014	Claims	2	178545	Nathan Salseina	177.68	Tile Project Station Quarters
					001 - 522 50 48 010 - Repairs/maint-dorm	177.68	
353	01/22/2014	Claims	2	178546	Scada & Controls Engineering Inc	18,403.77	
					401 - 594 35 64 401 - Machinery & Equip	18,403.77	
354	01/22/2014	Claims	2	178547	Seawestern Fire Fighting Equip	95.00	
					001 - 522 20 48 000 - Repairs/maint-equip	95.00	
355	01/22/2014	Claims	2	178548	Sedro-Woolley Auto Parts	232.80	Invoice #4967-161501; January 2014 Invoices; January 2014 Invoices; Station 2
					001 - 522 20 31 000 - Operating Supplies	28.33	
					103 - 542 30 48 010 - Repair/maintenance-equip	47.73	Coupler
					103 - 542 30 48 010 - Repair/maintenance-equip	19.61	
					103 - 542 30 48 010 - Repair/maintenance-equip	27.11	
					501 - 548 30 31 000 - Operating Supplies	110.02	
356	01/22/2014	Claims	2	178549	Sedro-Woolley Chamber Of	2,500.00	Gold Kinsey Circle Membership
					001 - 513 10 49 010 - Dues & Subscriptions	2,500.00	

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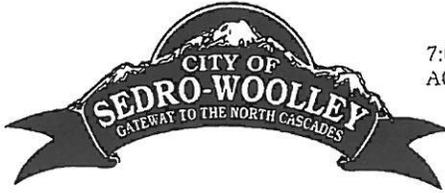
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
357	01/22/2014	Claims	2	178550	Skagit Co Bar Assoc		Printer jammed on check
358	01/22/2014	Claims	2	178551	Skagit Co District Court		Printer Jammed
359	01/22/2014	Claims	2	178552	C/o Skagit County Treasur Skagit Council Of Governments		Printer Jammed
360	01/22/2014	Claims	2	178553	Skagit County Auditor	800.00	January Liens/Releases
					401 - 535 80 49 040 - Misc-filing Fees/lien Exp	400.00	
					412 - 537 80 49 020 - Misc-filing Fees/lien Exp	400.00	
361	01/22/2014	Claims	2	178554	Skagit Farmers Supply	23.98	
					103 - 542 30 31 010 - Operating Supplies-propane	16.63	
					111 - 594 21 64 111 - Kennel Improvements	7.35	
362	01/22/2014	Claims	2	178555	Skagit Valley Herald	144.00	
					001 - 521 20 49 010 - Dues/subscriptions	144.00	
363	01/22/2014	Claims	2	178556	Sparkle Shop Laundries	5.96	
					001 - 522 20 31 000 - Operating Supplies	5.96	
364	01/22/2014	Claims	2	178557	Staples Business Advantage	55.71	
					001 - 522 20 31 010 - Office Supplies	55.71	
365	01/22/2014	Claims	2	178558	Stiles & Stiles	2,864.00	January 2014 Prof Svc
					001 - 512 50 41 010 - Municipal Court Judge	2,864.00	
366	01/22/2014	Claims	2	178559	Summit Construction Group Inc	2,956.59	
					101 - 576 80 48 015 - Repair/maint-library	2,956.59	
367	01/22/2014	Claims	2	178560	Paul Taylor	1,258.80	Annual Medicare Premium
					001 - 521 20 27 000 - Retired Medical	1,258.80	
368	01/22/2014	Claims	2	178561	True Value	104.91	Tile Project Station Quarters; Station 1 Quarters; Station 2
					001 - 522 20 31 000 - Operating Supplies	30.14	
					001 - 522 20 31 000 - Operating Supplies	10.84	
					001 - 522 20 35 000 - Small Tools & Minor Equip	24.94	
					001 - 522 50 48 010 - Repairs/maint-dorm	5.20	
					001 - 522 50 48 010 - Repairs/maint-dorm	13.64	
					001 - 522 50 48 010 - Repairs/maint-dorm	18.21	
					001 - 522 50 48 010 - Repairs/maint-dorm	1.94	
369	01/22/2014	Claims	2	178562	William L Tucker	30.58	
					001 - 521 20 31 002 - Office/operating Supplies	30.58	
370	01/22/2014	Claims	2	178563	Upstart	401.83	
					105 - 572 20 34 000 - Summer Reading Program	401.83	
371	01/22/2014	Claims	2	178564	WA Assoc Of Sheriffs &	180.00	
					001 - 521 20 49 010 - Dues/subscriptions	180.00	
372	01/22/2014	Claims	2	178565	WA St Assoc Of Permit Tech	35.00	
					001 - 524 20 49 010 - Misc-dues	35.00	
373	01/22/2014	Claims	2	178566	WA St Dept Of Enterprise Svc	982.80	
					001 - 518 80 49 000 - Software Maint & Support	982.80	
374	01/22/2014	Claims	2	178567	WA State Dept Of L & I	114.10	
					101 - 576 80 48 016 - Repair/maint-city Hall	114.10	
375	01/22/2014	Claims	2	178568	Washington State Bar Assn	355.00	2014 Dues For Eron Berg
					001 - 515 30 49 000 - Dues & Subscriptions	355.00	
376	01/22/2014	Claims	2	178569	Washington State Patrol	99.00	

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 22 2014



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

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

Mike Anderson
Mayor

MEMO TO: City Council
FROM: Mike Anderson
RE: Planning Commission
DATE: January 22, 2014

ISSUES

1. Should the Council confirm the Mayor's appointment of Judith Dunn Lee to the Planning Commission?
2. Should the Council confirm the Mayor's appointment of Chuck Owen to the Planning Commission?
3. Should the Council confirm the Mayor's re-appointment of Patrick Huggins to the Planning Commission?

PROJECT DESCRIPTION / HISTORY

SWMC 2.48 empowers the Mayor to appoint members of the Planning Commission and the Council to confirm the appointment.

Judith Dunn Lee would serve a full six-year term, which expires December 31, 2019.

Chuck Owen would complete the remaining two years of Rick Judd's vacated term, which expires December 31, 2016.

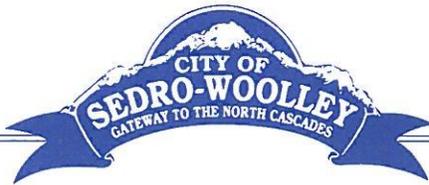
Pat Huggins' new six-year term would expire December 31, 2019.

RECOMMENDED ACTION

Motion to confirm the Mayor's appointment of Judith Dunn Lee and Chuck Owen, and reappointment of Patrick Huggins to the Planning Commission.

JAN 22 2014

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



DATE: January 22, 2014
TO: Mayor Anderson & City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: MISC. ANNUAL CONTRACTS/AGREEMENTS

Recommended Action:

Staff recommends that as part of the consent calendar, the Council approve the following:

1.	EDASC	\$ 2,000.00
2.	Skagit County Community Action Agency	\$ 7,500.00
3.	Skagit Domestic Violence & Sexual Assault Services	\$ 1,700.00
4.	Skagit Community Network/Volunteers of America	\$ 1,510.00
5.	Loggerodeo	\$ 8,000.00
6.	Sedro-Woolley Chamber of Commerce	\$14,000.00
7.	Sedro-Woolley Riding Club	\$ 1,000.00
8.	Sedro-Woolley Farmers Market	\$ 2,500.00
9.	Sedro-Woolley Museum	\$ 3,000.00
10.	Sedro-Woolley Rotary (Concert Series)	\$ 3,000.00
11.	S-W Skateboard Challenge	\$ 500.00
12.	S. C. Provision of Community Services – Senior Services	\$20,441.00



October 4, 2013

The Honorable Mike Anderson and City Council
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

Dear Mayor Anderson and Council Members:

Thank you so much for your continued strong support and cooperation on economic development projects and issues during 2013.

For the year 2014, EDASC is asking that our contract with the City of Sedro-Woolley remain at the 2013 level of \$2,000.

The funding is used to carry out economic development services that include:

- ❖ Pro-actively market Sedro-Woolley to potential business and industry, including marketing specific sites and conducting tours;
- ❖ Work with Sedro-Woolley businesses on expansion projects and provide assistance in business retention efforts to maintain the employment base;
- ❖ Provide on-going, confidential business counseling and technical assistance to businesses in order to create jobs;
- ❖ Continue to seek resources to provide technical assistance to the Sedro-Woolley Latino business community;
- ❖ Prospect for trade development in the Sedro-Woolley area through local seminars and identify local manufacturers of products with export potential;
- ❖ Assist and support the update & maintenance of an industrial site inventory for the Sedro-Woolley area which contains necessary information for potential businesses evaluating site locations;

Mayor Anderson and Council Members

Page 2

October 4, 2013

- ❖ Provide administrative and marketing services for special economic development projects identified by EDASC or solicited by the community;
- ❖ Represent the region by on-going participation and cooperation with the Washington State Department of Commerce;
- ❖ Establish and coordinate workshops and seminars associated with business development, business retention, and international trade;
- ❖ Continue to assist companies in securing various business incentives.

We appreciate your consideration of this matter.

Again, thank you so much for your continued support.

Sincerely,



Don Wick
Executive Director

DW/pd

Cc: Patsy Nelson, Finance Director
Eron Berg, City Supervisor/City Attorney

**AGREEMENT
BETWEEN
ECONOMIC DEVELOPMENT ASSOCIATION OF SKAGIT COUNTY
AND
CITY OF SEDRO-WOOLLEY**

THIS AGREEMENT made and entered into by and between the City of Sedro-Woolley (hereinafter referred to as the City) and the Economic Development Association of Skagit County (EDASC) (hereinafter referred to as Provider) WITNESSES THAT:

WHEREAS, the City received significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues, and

WHEREAS, the City does not have the expertise or resources to adequately promote economic investment, and

WHEREAS, the provider is a nonprofit organization formed for the express purpose of promoting and attracting new business, expanding existing business and enhancing trade opportunities for all of Skagit County, and

WHEREAS, the Scope of Work included in this contract is consistent with the purpose and state law, and

WHEREAS, the City and the Provider are desirous of entering into a contract to formalize their relationship:

1. Services to be Provided by the Parties:

- a. The Provider shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work.
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

2. Scope of Work:

The Provider shall:

- a. Pro-actively market Sedro-Woolley to potential business and industry;
- b. Provide administrative and marketing services for special development projects identified by EDASC or solicited by the community, Sedro-Woolley or local associations;
- c. Establish and coordinate services, workshops, seminars and technical assistance associated with business development, business retention and international trade;
- d. Work with Sedro-Woolley businesses on expanding employment base and on business retention efforts;

e. Maintain an industrial site inventory for Sedro-Woolley that contains necessary information for potential businesses evaluating site locations.

3. Time of Performance:

All activities described under Scope of Work shall be conducted over the course of the current budget year, January 1, 2014 through December 31, 2014.

4. Consideration:

As consideration for services provided, as specified in paragraph 2, the City will reimburse the Provider the sum of \$2,000.00.

5. Relationship:

The City and Provider intend that an independent contractual relationship be created by this contract. Provider is not considered to be an employee of the City for any purpose and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including, but not limited to, health insurance, sick or annual leave, or workers compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that Provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

6. Suspension, Termination, and Close Out:

If the Provider fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed hereunder.

8. Assignability:

The Provider shall not assign any interest on this contract, and shall not transfer any interest on the contract (whether by assignment or novation), without prior written consent of the City.

9. Reports and Information:

The Provider, at such times as and in such form as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work of services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

10. Compliance With Local Laws:

The Provider shall comply with all applicable laws, ordinances, and codes of the state and local government and the Provider shall hold and save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

11. Audits and Inspections:

The City or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the contract by whatever legal and reasonable means are deemed expedient by the City.

12. Hold Harmless:

The Provider agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Provider's and its agents' negligent performance of work associated with this agreement.

This agreement contains all terms and conditions agreed to by the City and the Provider.

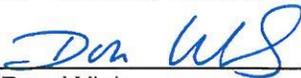
IN WITNESS WHEREOF, the City and the Provider have executed this contract agreement as of the date and year last written below:

CITY OF SEDRO-WOOLLEY:

Mike Anderson
Mayor of Sedro-Woolley

Date

**ECONOMIC DEVELOPMENT ASSOCIATION
OF SKAGIT COUNTY:**



Don Wick
Executive Director



Date

ATTEST:

City Clerk

AGREEMENT

This Agreement, entered into this 22nd day of January, 2014, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Community Action of Skagit County, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding by the City; and

WHEREAS, City desires to provide proceeds from the 2014 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$7,500.00 from the 2014 fiscal year budget.
2. Grantee shall use such funds to provide and maintain services to low income residents of the City, consisting of energy assistance, emergency food and shelter, health and other social services as necessary, within budget limitations.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: Community Action of Skagit County
330 Pacific Place
Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2014, and shall expire on December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

COMMUNITY ACTION OF SKAGIT
COUNTY

Executive Director

AGREEMENT

This Agreement, entered into this 22rd day of January, 2014, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit Domestic Violence & Sexual Assault Services, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1700.00 from the 2014 fiscal year budget.
2. Grantee shall use such funds to make available counseling, intervention, referral and residential services for battered persons and victims of rape who are residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity

shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Executive Director/President Skagit Domestic Violence & Sexual Assault Services PO Box 301 2121-B East College Way Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2014, and shall expire on December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SKAGIT DOMESTIC VIOLENCE &
SEXUAL ASSAULT SERVICES

Executive Director

AGREEMENT

This Agreement, entered into this 22nd day of January, 2014, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Volunteers of America Western Washington {Grantee}.

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1510.00 from the 2014 fiscal year budget.
2. Grantee shall use such funds to help pay for the cost of providing a Community Information Line Service to all residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, an such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Volunteers of America PO Box 839 Everett, WA 98206-0839

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2014, and shall expire on December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

VOLUNTEERS OF AMERICA
WESTERN WASHINGTON

Phil Smith
CEO, Volunteers of America
Western Washington

AGREEMENT

This Agreement, entered into this 22nd day of January, 2014, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Loggerodeo, Inc.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2014 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$8,000.00 from the 2014 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	President Loggerodeo, Inc. P. O. Box 712 Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2014 and shall expire on December 31, 20143.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

LOGGERODEO, INC.

President

AGREEMENT

This Agreement, entered into this 22nd day of January, 2014, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and the Sedro-Woolley Chamber of Commerce, (Grantee.)

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2014 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$14,000.00 from the 2014 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall

contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: Executive Director/President
Sedro-Woolley Chamber of Commerce
714 - B Metcalf Street
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2014, and shall expire on December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY CHAMBER
OF COMMERCE

Executive Director

AGREEMENT

This Agreement, entered into this 22nd day of January, 2014, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Riding Club.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2014 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1000.00 from the 2014 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall

contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	President Sedro-Woolley Riding Club 24538 Polte Rd Sedro-Woolley WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12 This agreement shall commence and be effective as of January 1, 2014, and shall expire on December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY RIDING CLUB

By _____
Director

AGREEMENT

This Agreement, entered into this 22nd day of January, 2014, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Farmers Market, a non-profit corporation.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2014 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$2,500.00 from the 2014 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall

contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: _____
Sedro-Woolley Farmers Market
P.O. Box 20
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2014, and shall expire on December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson

Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY FARMERS MARKET

By _____
President

AGREEMENT

This Agreement, entered into this 22nd day of January, 2014, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Museum.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2013 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$3,000.00 from the 2014 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley; or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Carolyn Freeman, President Sedro-Woolley Museum 725 Murdock Street Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2014, and shall expire on December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY MUSEUM

By _____
President

AGREEMENT

This Agreement, entered into this 22nd day of January, 2014, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Rotary (Concert Series).

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2014 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$3,000.00 from the 2014 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: President
Sedro-Woolley Rotary
P.O. Box 726
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2014 and shall expire on December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY ROTARY

President

AGREEMENT

This Agreement, entered into this 22nd day of January, 2014, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and S-W Skateboard Challenge.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2014 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$500.00 from the 2014 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
 - a. estimated number of tourists attending your events (by event)
 - b. estimated number of tourists traveling over 50 miles (by event)
 - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
 - d. estimated number of lodging stays generated (by event)
 - e. estimated increase in sales tax revenue attributed to your events (by event)
 - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall

contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: President
S-W Skateboard Challenge

Sedro-Woolley WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12 This agreement shall commence and be effective as of January 1, 2014, and shall expire on December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Mike Anderson
Mayor, City of Sedro-Woolley

S-W SKATEBOARD CHALLENGE

By _____
Director



Community Services

ARY/CHINS
Developmental Disabilities
Functional Family Therapy

Meals on Wheels
Mental Health
Senior Centers and Nutrition

Substance Use Prevention and Treatment
Truancy Intervention Program

October 17, 2013

The Honorable Mike Anderson
Mayor of the City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

Dear Mayor Anderson:

Services to older people of the Sedro-Woolley community continue to expand in an effort to meet the needs of our growing senior population. We are proud of the diverse programs and services you make possible to support the independence and well being of our community's senior citizens. These include increased home delivered meals and meals served at the Senior Center, more visits and assistance to homebound seniors by outreach workers, increased Retired Senior Volunteer service, and an expanding Senior Center program. Each day, reliable volunteers deliver more and more home delivered meals to our vulnerable, homebound seniors. Increasing numbers of seniors attend our local senior center to receive social and health care services, participate in classes and eat a well-balanced noontime meal. Our central kitchen operation continues to be very successful in providing additional meals. Amazing numbers of retired senior volunteers continue to support non-profit agencies to better serve our community.

In formulating our 2014 budget for Community Services, we respectfully request the same cash contribution from the City of Sedro-Woolley as in 2013. This would amount to a total cash contribution of \$20,441.00 for the provision of services in 2014.

Attached you will find two copies of the 2014 Interlocal Agreement between the City of Sedro-Woolley and Skagit County Community Services. This agreement outlines specific levels of services, funding and payment procedures. We would be more than willing to review this information with you at your convenience. If this agreement is acceptable, please sign both copies and return to us for final signatures. We will forward an executed copy to you.

Once again, I'd like to personally thank the City of Sedro-Woolley for your continued generous support of programs for senior citizens. We would also like to acknowledge and thank the City of Sedro-Woolley for your outstanding efforts to maintain and support the Sedro-Woolley Senior Center facility. We are proud to be partners with the City of Sedro-Woolley in providing these quality services.

Respectfully,

Jennifer Kingsley, Director
Enclosures (2)

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, SUITE 100
MOUNT VERNON, WA 98273

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
THE CITY OF SEDRO-WOOLLEY

PROVISION OF COMMUNITY SERVICES
Calendar Year 2014

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County operates a **Senior Services Division, within the department of Community Services**, and in connection therewith employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to senior citizens. For the purpose of this Contract, a senior citizen will be defined as any person 55 years of age or older. As a result of other contractual agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an agreement whereby the County will furnish to the City certain administrative and professional services and the City will pay for the services so performed. This contract is general in nature and reflects the broad responsibilities the County has for the provision of services to the Senior Citizen. Attached to this contract and incorporated by reference is an addendum relating the specific responsibilities of the County and the City to make provisions for the delivery of services to the senior program.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this agreement, the County will furnish administrative and professional services to the City; said services to consist primarily of the following:

PROGRAM SERVICES FOR SENIOR CITIZENS

A. Nutritional Services

1. Congregate meals: hot, nutritionally balanced noon-time meals are served at the Senior Centers.

2. Home-delivered meals: Senior Citizens over the age of 60 who are homebound and unable to prepare meals for themselves or attend Senior Centers may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound Senior Citizens weekdays.

The meal delivery can be a temporary or an on- going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service. Periodic reassessments are conducted to re-evaluate need.

3. Liquid food supplements are available to seniors with special nutritional needs.

B. Senior Center

The County provides comprehensive senior programs at community focal points identified as Community/Senior Centers. The Center Coordinator shall coordinate social and health care services for Senior Citizens (Nutrition, Transportation, Health Screens, etc.) as well as develop a program of social and recreational activities, including special events and trips. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local Senior Citizens in the formulation of programs.

C. Coordination and Delivery of Supportive Services

The County provides the Senior Citizen with technical assistance in obtaining various human care and economic relief services. The Information and Assistance / Case Management office, through its trained staff, refers and coordinates the provision of these services to the Senior Citizen. These programs currently include legal services, social security information, tax relief, home winterization, chore services, foot care, blood pressure clinics, Medicaid and Medicare assistance, Transportation, among others.

D. Utilization of Media

Local media and websites will be utilized to inform the seniors of activities and services provided by the County. Community Services staff will provide weekly announcements to the local newspapers and radio stations.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2014 through December 31, 2014.

4. MANNER OF FINANCING: The City shall pay for the services provided for this agreement the sum of twenty thousand four hundred and forty-one dollars (\$20,441.00). One fourth of the amount shall be due at the end of each quarter, that is March 31, June 30, September 30, December 31, 2014, and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at the first quarter as desired by the City.

5. ADMINISTRATION: Senior programs will function according to policies and procedures of Skagit County and in accordance with the Federal guidelines for Older Americans Act and Senior Citizen Service Act grants. These policies, guidelines and budgets will be monitored and evaluated by County Administrative staff. The County will provide supervisory and general staff to conduct and coordinate comprehensive services for seniors. Inasmuch as with the signing of this intergovernmental contract, the delivery of programs to senior citizens is a function of the County, managed by the Department of Community Services.

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

INTERLOCAL AGREEMENT

- 5.1 The County's representative shall be the Director of Community Services, Community Services Operations Manager, and the Senior Center Coordinator.
- 5.2 The City's representative shall be _____ and _____.

6. OPERATIONS: The County will be responsible for all related operational expenses associated in providing direct senior services as outlined in this contract. The City will provide an appropriate site for the delivery of Senior Center Services. Sites will be obtained through facility donations, building rental or acquisition. The City will be responsible for all costs associated with the facility maintenance, utilities, repairs and custodial services to appropriate levels as determined by the City. The County will ensure that the site is maintained at a reasonable level of upkeep during normal, daily operations of the Senior Center. The County will be responsible for all costs incurred relating to the Senior Center telephone service.

7. NO SUBLETTING: The County shall not rent or sublet the Sedro-Woolley Senior Center to third parties without consent of the City. Any lease or rental payments shall be payable to the City of Sedro-Woolley and deposited in the City general fund.

8. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

9. INDEMNIFICATION: County covenants and agrees to hold the City harmless from and to pay and defend any claims, causes of action, and suits for damage occurring as a result of the use of the leased premises for the operation of this agreement except of such claims, causes of action and suits for damages based on negligence of the City. It is further understood and agreed that the County and its employees are acting as independent contractors in the performance of the agreement and are in no way employees or agents of the City of Sedro-Woolley. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County or City by reason of entering into this contract except as expressly provided herein.

10. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided that no party hereto may assign the terms as

obligation of this Agreement without the prior consent of the other party, which consent shall not be reasonable delayed or withheld.

14. OTHER PROVISIONS:

A. Reports

Community Service reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in Community Service Programs. The statistical information included in this report will define hours and/or units of service provided to the Seniors and the cost for service provision. Annual reports will contain program narratives describing Senior Citizen Services.

B. Program Evaluation

1. Evaluation Committee - A committee of the two designated representatives from the City and the County shall meet annually to evaluate the existing program services. This committee shall make recommendations to the City and the County for the modification of Community Services specified in the attached addendum.
2. Audit - The City may audit the records to assure that it will receive full value in services for the consideration of services recited herein.

GOVERNMENT AGENCY:

Title of Signatory
(Date _____)

Print Name of Signatory

Mailing Address:
(Street address required
in addition to P.O. Box)

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

DATED this _____ day of _____, 2013.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Sharon D. Dillon, Chair

Ron Wesen, Commissioner

Attest:

Kenneth A. Dahlstedt, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

PROVISION OF COMMUNITY SERVICES FOR
THE SEDRO-WOOLLEY SENIOR CENTER
COMMENCING JANUARY 1, 2014 - ENDING DECEMBER 31, 2014

PROGRAM SERVICES

1. **NUTRITION**

Skagit County Nutrition Project
309 South Third Street
Mount Vernon, WA 98273
Phone: (360) 419-3420

Sedro-Woolley Senior Center
715 Pacific Street
Sedro-Woolley, WA 98284
Phone: (360) 855-1531

Operating Hours: Congregate - M - F 11:30am – 12:30pm
Home-Delivered – M - F 12:00 noon (frozen weekend meal available)

Congregate Meals: Nutritionally balanced meals for senior citizens 60 years of age and older are served between 11:30am – 12:30pm at the senior center. No reservations necessary.

Estimated total congregate meals per year countywide: 48,000

Home-Delivered Meals: Senior citizens over the age of 60 who are unable to prepare nutritionally adequate meals for themselves and whom are homebound and unable to attend a Senior Center may have noon-time meals delivered to their homes. A staff member from the Skagit Nutrition Project makes an initial home visit to assess program eligibility of the homebound senior citizen, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual reassessments are conducted to re-evaluate eligibility. Frozen meals are available for weekends, holidays, and special requests.

Estimated total home-delivered meals per year countywide: 65,500

Liquid Meal Supplement: The Skagit Nutrition Project has Ensure Plus available at the Skagit County Senior Centers, which is available to senior citizens. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions can be kept on file with the nutrition program and must be renewed every 6 months.

Estimated total liquid food supplement meals distributed per year countywide: 10,700

2. **ADMINISTRATION and SENIOR CENTER**

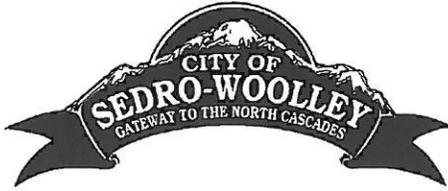
Skagit County Community Services
309 South Third Street
Mount Vernon, WA 98273
Phone: (360) 419-3420

Sedro-Woolley Senior Center
715 Pacific Street
Sedro-Woolley, WA
Phone: (360) 855-1531

Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

Senior Center serves as a community focal point where Senior Citizens can conveniently access services and activities which support their independence, enhance their dignity and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Community Service programs will take place within and emanate from this facility.

Estimated total senior visits per year countywide: 100,000
Estimated total senior health screen participants countywide: 19,315
Estimated total senior program participants countywide: 120,700



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 22 2014

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: **Professional Services Agreements No. 2014-PS-01, 03, 06, 07, 09, 10, 12, and 13 for Miscellaneous On-Call Professional Services**
DATE: January 15, 2014 (for Council action January 22, 2014)

ISSUE

Should Mayor Anderson execute the attached Professional Services Agreements No. 2013-PS-01, 03, 06, 07, 09, 10, 12, and 13, as noted below for miscellaneous on-call professional service agreements?

BACKGROUND/DISCUSSION

The city has utilized the services of various firms for on-call professional services for miscellaneous engineering and other professional services. The attached agreements represent our 2014 on-call services that are currently anticipated. Additional agreements will be forthcoming as they are confirmed.

Following is a list of these agreements and proposed use:

2014-PS-01 – Widener & Associates Inc. – NTE \$25,000 – on-call environmental services
2014-PS-03 – Lisser & Associates PLLC – NTE \$25,000 – on-call surveying
2014-PS-06 – GeoTest Services Inc. – NTE \$20,000 – on-call materials testing and inspections
2014-PS-07 – Materials Testing & Consulting Inc. – NTE \$20,000 -on-call materials testing and inspections
2014-PS-09 – Katy Isaksen Associates – NTE \$5,000 – sewer impact fee and rate analysis update
2014-PS-10 – David Evans and Associates – NTE \$10,000 – on-call engineering and grant writing
2014-PS-12 – The Plant Man – NTE \$5,000 – Swedelius Tree Farm
2014-PS-13 – The Transpo Group Inc. – NTE \$10,000 – transportation impact fee methodology update

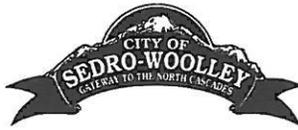
FINANCE

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

001.000.020.595.10.41.00 Professional Services – Engineering	\$ 8,000
104.000.042.595.30.63.90 Construction – Fruitdale/McGarigle Mitigation	\$ 7,500
401.000.035.535.80.41.00 Professional Services - Sewer Fund	\$42,750
425.000.039.531.50.41.00 Professional Services – Stormwater	\$ 5,000

MOTION:

Move to authorize Mayor Anderson to execute the attached Professional Services Agreements No. 2014-PS-01, 03, 06, 07, 09, 10, 12, and 13 as noted above for miscellaneous on-call professional service agreements.



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-01
(To be used for consultant services excluding engineers and architects)

This Agreement made and entered into this **23rd** day of **January, 2014**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Widener & Associates Inc.** whose address is **10108 32nd Avenue W., Suite D, Everett, WA 98204-1302**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

not later than _____

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$25,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2014**.

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

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

12. Indemnification.

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

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

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

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

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

13. Insurance.

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

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the

work within the scope of this agreement, in such form and with policy limits in such amounts (**\$1 million minimum**) as are acceptable to the City.

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this **23rd** day of **January, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Widener & Associates

By: _____

EXHIBIT B

Widener & Associates

Transportation & Environmental Planning

10108 32nd Avenue W Ste D Everett, WA 98204-1302

Tel (425) 348-3059 Fax (425) 348-3124

January 10, 2014

Public Works Department

Julie Rosario
City of Sedro-Woolley
325 Metcalf Street
Sedro Woolley, WA 98284

Subject: Hourly Rate Statement

Dear Julie, Contract Administrator

Please consider this letter to be a statement of rates for DGK Inc. DBA Widener & Associates (Widener). It covers consulting work for;

City of Sedro-Woolley Public Works environmental compliance.

"2014 On-Call Professional Services"

Widener is a five-person firm with no calculated overhead rate. We charge a flat hourly fee for services that is all-inclusive of direct salary, overhead and fee. The hourly fees offered for this contract are the lowest fees we offer for preferred clients. I also confirm that all direct non-salary costs will be invoiced without mark-up.

- *Project Manager - \$154.00*
- *Biologist - \$86.80*

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please call at 425-503-3629.

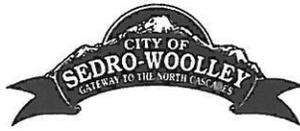
Sincerely,



Ross L Widener
Vice President

WIDENER & ASSOCIATES

JAN 10 2014



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-03
*(To be used for **engineering and architect services**)*

This Agreement made and entered into this **23rd** day of **January, 2014** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Lisser & Associates PLLC** whose address is **PO Box 1109, Mount Vernon, WA 98273**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Survey Services as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
- [] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed \$ **25,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2014**.

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

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

to this agreement.

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance.

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

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

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this **23rd** day of **January, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Lisser & Associates PLLC

By: _____

EXHIBIT B

LISSER & ASSOCIATES PLLC

FEE SCHEDULE FOR LAND SURVEYING SERVICES

EFFECTIVE JANUARY 1, 2014

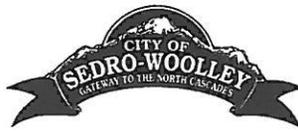
OFFICE PERSONNEL

Principal	\$165.00 per hour
Licensed Professional Personnel	\$ 85.00 per hour
Surveying Technician	\$ 75.00 per hour
Draftsperson	\$ 90.00 per hour
Office Assistant	\$ 48.00 per hour
Office expense (special printing, fees paid etc.)	Cost plus 15%

FIELD PERSONNEL

2 person crew	\$155.00 per hour
2 person crew (construction work)	\$165.00 per hour
3 person crew	\$180.00 per hour
3 person crew (construction work)	\$185.00 per hour
Special field supplies	Cost plus 15%

JAN 10 2014



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-06
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this **23rd** day of **January, 2014** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **GeoTest Services Inc.** whose address is **741 Marine Drive, Bellingham, WA 98225** hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On-Call Materials Testing and Special Inspections as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed \$ **20,000** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2014**.

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

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

to this agreement.

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

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

12. Indemnification.

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

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

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

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

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

13. Insurance.

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

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the

work within the scope of this agreement, in such form and with policy limits in such amounts (**\$1 Million**) as are acceptable to the City.

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

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

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

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

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this **23rd** day of **January, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

GeoTest Services Inc.

By: _____

FEE SCHEDULE
City of Sedro Woolley On-Call Agreement 2014

ENGINEERING, GEOLOGICAL & ENVIRONMENTAL SERVICES

Professional Engineer	135.00 hour
Geotechnical Engineer	135.00 hour
Technical Director.....	120.00 hour
Engineering Geologist.....	90.00 hour
Environmental Professional.....	90.00 hour
Project Manager	80.00 hour
Geotechnical Technician	75.00 hour
Geologist.....	75.00 hour
CESCL (Certified Erosion & Sediment Control Lead).....	75.00 hour

CONSTRUCTION INSPECTION SERVICES

Concrete Inspection.....	55.00 hour
Prestressed Concrete Inspection	55.00 hour
Masonry Inspection	55.00 hour
Grout Inspection	55.00 hour
Fireproofing Inspection	55.00 hour
Lateral Framing Inspection (Wood & Steel)	55.00 hour
Proprietary Anchor Inspection	55.00 hour
Structural Steel Welding and Bolting Inspection	55.00 hour
In-Place Density - Nuclear Gauge, Soils & Asphalt	60.00 hour
Soils Observation	60.00 hour
Laboratory Technician.....	55.00 hour
Field Technician	55.00 hour
Field Sampling.....	55.00 hour
Technical Review/Reporting	65.00 hour

SPECIALTY SERVICES

Bolt Pull-out Tests	90.00 hour
Ground Penetrating Radar (GPR).....	150.00 hour
Pachometer (Magnetic) Rebar Location.....	90.00 hour
Concrete & Asphalt Coring.....	90.00 hour
Schmidt Hammer.....	90.00 hour
Windsor Probe.....	90.00 hour
Brick Shear Testing (2 man crew).....	150.00 hour
Floor Flatness Testing (Dipstick).....	100.00 hour
Moisture Emission Testing	90.00 hour

GEO TEST SERVICES, INC.

Arlington & Bellingham, WA

FEE SCHEDULE City of Sedro Woolley On-Call Agreement 2014

MATERIALS TESTING

CONCRETE

Compressive Strength - Concrete	22.00 ea
Compressive Strength – Concrete (cast by others)	30.00 ea
Compressive Strength - Drilled Cores (includes trimming and testing)	60.00 ea
Compressive Strength - Sawed Specimens (includes trimming and testing)	60.00 ea
Shotcrete Panel - 3 Cores Per Panel	200.00 ea
Additional Shotcrete Cores.....	75.00 ea
Flexural Strength - 6" x 6" Beams	45.00 ea
Air Dry Unit Weight.....	35.00 ea
Trimming Specimens – Per End (when required)	15.00 ea

MASONRY

Compressive Strength - Mortar, 2" x 4" Cylinder.....	22.00 ea
Compressive Strength - Grout, 4" x 4" x 8" Prism	22.00 ea
Compressive Strength - 2" x 2" Cubes (Cementitious Grout)	22.00 ea
Compressive Strength - 2" x 2" Cubes (Epoxy Grout)	30.00 ea
Compressive Strength - Composite Prism	100.00 ea
Compressive Strength – Masonry Units.....	100.00 ea

AGGREGATE

Sieve Analysis, with Wet Wash	125.00 ea
Sieve Analysis, Dry Only	75.00 ea
Sieve Analysis, % Passing #200 Sieve	75.00 ea
Specific Gravity and Absorption - Fine Aggregate	75.00 ea
Specific Gravity and Absorption - Coarse Aggregate.....	60.00 ea
Uncompacted Voids – Fine Aggregate.....	150.00 ea
Unit Weight and Voids.....	40.00 ea
Sand Equivalent	80.00 ea
Moisture Content	35.00 ea
Percent Fracture.....	60.00 ea
Organic Impurities Test	40.00 ea
Clay Lumps and Friable Particles.....	80.00 ea
Lightweight Pieces.....	75.00 ea
Flat/Elongated Particles.....	80.00 ea

ASPHALT

Asphalt Content & Gradation (Ignition Furnace)	225.00 ea
Maximum Specific Gravity (Rice Density)	80.00 ea
Asphalt Core Density/Thickness	40.00 ea
Marshall Method Test - Flow, Stability, Density & Voids	
Hot Mix Furnished, Set of 3.....	300.00 ea
Lab Mixed, Set of 3.....	350.00 ea

GEO TEST SERVICES, INC.

Arlington & Bellingham, WA

FEE SCHEDULE City of Sedro Woolley On-Call Agreement 2014

SOILS

Sieve Analysis, with Wet Sieve	125.00 ea
Sieve Analysis, Dry Only	75.00 ea
Sieve Analysis, % Passing #200 Sieve	75.00 ea
Sieve Analysis w/ Hydrometer.....	200.00 ea
Moisture Density Relationship (Proctor).....	175.00 ea
Moisture Density Relationship (Proctor) w/ Sieve	235.00 ea
Check Point	80.00 ea
Moisture Content	35.00 ea
Atterberg Limits (3 points)	125.00 ea
Specific Gravity.....	75.00 ea
Consolidation - 5 Loads.....	350.00 ea
Permeability - Constant Head or Falling Head (each point).....	250.00 ea
Organic Content	80.00 ea

MISCELLANEOUS

Fireproofing Density Test	60.00 ea
Floor Moisture Test Kit	35.00 ea
Windsor Probe Pin (Set of 3).....	40.00 ea

GENERAL CONDITIONS

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day call out.
- A daily four hour minimum charge per call applies to all GeoTest Services, Inc. (GTS) construction inspection services & specialty services (Engineering, Geological, and Environmental Services will be billed in accordance with a project specific proposal). Same day cancelations will incur a two-hour minimum charge.
- GeoTest standard operating hours are 7 AM to 5 PM, Monday through Friday, with the exception of holiday's. A premium rate of 1.5 times the regular rate will be charged for all work in excess of 8 hours per day and Saturdays. Double-time rates will be applied to services provided on Sundays & legal Holidays.
- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.5 times the regular rate for any laboratory testing services.
- Night shift (work starting outside standard operating hours): An eight (8) hour minimum charge at 1.5 times the regular rate applies to field night work. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- Mileage charged at \$0.60 per mile.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.5 times the standard test rate.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- The ordering of work from GTS shall constitute acceptance of the Fee Schedule, General Conditions, and any project specific proposal.

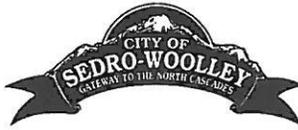
GEO TEST SERVICES, INC.

Arlington & Bellingham, WA

Issued January 2014

GENERAL CONDITIONS

1. The client understands that no final letter of compliance will be issued to the building department for the project until all outstanding invoices have been paid.
2. Client acknowledges that GTS has explained the full range of services it offers and the manner in which they could be applied to this project. Client also avers that he/she understands the value and benefit of these services and has of his/her own accord decided upon those identified in the mutually agreed to scope of work. Client agrees to hold GTS harmless and indemnify GTS for claims, demand, suit, action or assertion of any kind that arise from any work performed by GTS, and/or arise from any source due to GTS' failure to provide services that Client has specifically not included in the list of services identified in the mutually agreed to scope of work. Such duty extends to and applies to any claim, demand, suit, action or assertion raised by an employee of Client, and for this limited purpose Client waives the protection afforded by any exclusivity provision under any applicable workers' compensation or industrial insurance act, including, but not limited to, RCW Title 51. Client further agrees to indemnify and pay GTS for the cost of defending any such claims and rewards or settlements resulting there from.
3. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of work ordered by Client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GTS's work. GTS shall have no duty or obligation to any third party greater than that set forth in GTS's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GTS shall constitute acceptance of the terms of GTS's proposal and these General Conditions.
4. Client shall initiate all tests and inspections of the site, materials and work performed by GTS or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GTS's recommendations. No claims for loss, damage or injury shall be brought against GTS by Client or any third party unless all tests and inspections have been so performed and unless GTS's recommendations have been followed. Client agrees to indemnify, defend and hold GTS, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed, or GTS's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GTS, its officers, agents or employees.
5. GTS's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. GTS shall not be responsible for evaluating, reporting of affecting job conditions concerning health, safety or welfare. GTS's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.
6. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay GTS's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.
7. The extension of unit prices herein with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the inspection and/or testing for a construction project. The quantities when given are estimated based on contract documents and construction schedules made available at the time of proposal preparation. Since construction schedules, performance, production and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost. The term "Cost Estimate" does not imply a maximum contract amount, but only the extension value of our unit prices at the time of proposal preparation.
8. GTS is covered by General Liability Insurance for bodily injury and property damage arising directly from our negligent acts or omissions, with a combined single limit of \$2,000,000 dollars per occurrence. If Client requires additional coverage in excess of this amount, and if procurable, GTS will take out additional General Liability Insurance to the limits Client requires at client's expense.
9. GTS will provide its professional services to Client, as defined by its scope of work with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This representation is in lieu of any warranties or other representations, either expressed or implied. It is also understood and agreed that statements made in GTS reports are opinions and/or interpretations based on professional judgment, and should not be construed to be conclusive representations of fact. If conditions different from what are indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact GTS immediately to authorize further appropriate evaluation. GTS agrees to hold harmless and to indemnify Client on account of any damages due to bodily injury or property damage, or breach of contract, arising directly out of a negligent act or omission in the performance of professional services by GTS; provided, however, that any such liability to any third party arising out of GTS's performance of professional services, shall not exceed Fifty Thousand Dollars (\$50,000.00), or the total amount of the fee paid.
10. Except to the extent specifically addressed in Paragraph 9, Client agrees to indemnify, defend and hold GTS, its officers, employees, agents and independent contractors harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorneys fees arising or alleging to have arisen out of the performance of GTS's work. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against GTS to the extent that GTS shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to GTS the costs and expenses incurred by GTS to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorneys fees, court costs, witness fees and other related expenses.



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-07
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this **23rd** day of **January, 2014** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Materials Testing & Consulting Inc.** whose address is **777 Chrysler Drive, Burlington, WA 98233** hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On-Call Materials Testing and Special Inspections as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
- [] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed \$ 20,000 without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2014**.

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

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

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

9. Evaluation and Compliance with the Law.

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

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If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

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

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

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work within the scope of this agreement, in such form and with policy limits in such amounts (**\$1 Million**) as are acceptable to the City.

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

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

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

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

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

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

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

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

25. Debarment.

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

DATED this **23rd** day of **January, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Materials Testing & Consulting Inc.

By: _____

EXHIBIT B

Materials Testing & Consulting, Inc.

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



Client: City of Sedro-Woolley
 Exhibit A - Schedule of Charges
 Project Name: 2014 On-Call Agreement
 Date of Issue: January 13, 2013

ENGINEERING & CIVIL INSPECTION / CONSULTING	Unit	Rate
Professional Engineer	hour	125.00
Staff Engineer	hour	85.00
Geotechnical Consulting	hour	85.00
CESCL Services / Turbidity and/or pH Monitoring	hour	75.00
Technician - Soils & Asphalt	hour	48.00

MATERIALS TESTING SERVICES	Unit	Rate
LABORATORY TESTING FOR EARTHWORK & ASPHALT		
% Passing # 200 Sieve	each	60.00
Asphalt Extraction with Gradation (ASTM D 6307)	each	225.00
Asphalt Thickness – Minimum 3 cores	each	30.00
Atterberg Limits - 1 point	each	60.00
Atterberg Limits - 3 points	each	150.00
Bulk Specific Gravity – Minimum 3 cores	each	45.00
California Bearing Ratio 3-point	each	650.00
Clay Lumps and Friable Particles	each	85.00
Durability Index	each	180.00
Effect of Water on Cohesion of Compacted Mixes	each	275.00
Flat/Elongated Particles	each	80.00
Fracture Percentage	each	60.00
Hydrometer Analysis (includes sieve analysis)	each	175.00
In-Field Infiltration Rate	hour	85.00
In-Place Density (Sand Cone)	each	35.00
Marshall Stability & Flow, 3 specimens	each	300.00
Mix Design Marshall Method, 3 trials & specimens	each	1500.00
Moisture Density Relationship with Sieve (Proctor)	each	225.00
Natural Moisture Content	each	30.00
Organic Content	each	80.00
Organic Impurities	each	75.00
Relative Density	each	375.00
Rice Density	each	75.00
Sand Equivalent	each	90.00
Sieve Analysis – Dry Only (Gradation)	each	80.00
Sieve Analysis with #200 Wash (Combined Gradation)	each	100.00
Soils-Cement Mix Design	quoted per project	
Specific Gravity and Absorption – Coarse Aggregate	each	50.00
Specific Gravity and Absorption – Fine Aggregate	each	90.00
Specific Gravity of Soils	each	75.00
Sulfate Soundness	each	300.00
Uncompacted Void Content	each	90.00
Unconfined Compression - Intact Rock Cores	each	65.00
Unit Weight & Voids	each	45.00
Visual Classification	each	20.00

Materials Testing & Consulting, Inc.

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



Client: City of Sedro-Woolley
 Exhibit A - Schedule of Charges
 Project Name: 2014 On-Call Agreement
 Date of Issue: January 13, 2013

ENVIRONMENTAL CONSULTING	Unit	Rate
Environmental Site Assessment Phase I	quoted per project	
Environmental Site Assessment Phase II	quoted per project	
SPECIAL INSPECTION & CONSTRUCTION OBSERVATION	Unit	Rate
Technical Director	hour	95.00
Project Manager	hour	85.00
Special Inspector: <i>Reinforced & Pre-Stressed/Post-Tensioned Concrete, Shotcrete, Structural Masonry, Spray-Applied Fire Resistive Materials, Lateral Wood & Framing, Proprietary Anchors</i>	hour	48.00
Special Inspector: <i>Structural Steel & Welding, High-Strength Bolting, Fabrication Shop Inspection</i>	hour	50.00
Anchor bolt pull testing - one-man crew	hour	75.00
A.W.S. Certified Welding Inspector (CWI)	hour	85.00
Commercial Building Inspector – Plumbing Inspection – Electrical Inspection – Plans Examiner	quoted per project	
Pachometer Testing (reinforcing steel locate)	hour	85.00
Schmidt Hammer	hour	85.00
Non-Destructive, Ultrasonic & Mag-Particle Testing	hour	85.00
Coring Services	hour	85.00
Floor Flatness and Floor Levelness	hour	95.00
Laboratory Technician	hour	45.00
MATERIALS TESTING SERVICES	Unit	Rate
LABORATORY TESTING FOR SPECIAL & CONSTRUCTION INSPECTION		
2 x 2 Mortar Cubes	each	18.00
Cohesion / Adhesion Tests	each	30.00
Concrete Compression Strength Test Sawed Section	each	65.00
Concrete Compression Test Cylinders (4"x8")	each	18.00
Concrete Compression Test Cylinders (6"x12")	each	30.00
Concrete Compression Test Cylinders (not cast by MTC)	each	40.00
Concrete Core Thickness	each	30.00
Concrete Shrinkage (minimum 3 samples)	each	100.00
Core Compression Test	each	18.00
Flexural Beams	each	45.00
Grout Compressive Strength Test	each	18.00
Masonry Compressive Strength Prisms	each	100.00
Masonry Units	each	100.00
Moisture Emission	each	60.00
Mortar Compressive Strength	each	18.00
Roofing cut out samples	each	50.00
Set Times, Initial and Final	hour	75.00
Shotcrete Compression Test (1-Panel includes 3-Cores)	each	200.00
Shotcrete Cores - Additional	each	85.00
Spray-Applied Fire Resistive Materials Density	each	60.00
Trial Batch - 6 Cylinders	quoted per project	
Trimming Cores/Cylinders (not cast by MTC)	each	15.00
Unit Weight and Yield	each	35.00

Materials Testing & Consulting, Inc.

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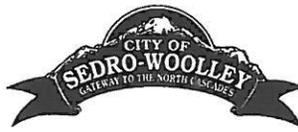


Client: City of Sedro-Woolley
 Exhibit A - Schedule of Charges
 Project Name: 2014 On-Call Agreement
 Date of Issue: January 13, 2013

EQUIPMENT & MISCELLANEOUS	Unit	Rate
Same-Day Inspection Service	each	50.00
Nuclear Densometer – Daily Equipment Charge	daily	25.00
Dynamic Cone Penetrometer – Daily Equipment Charge	daily	20.00
Dynamic Cone Penetrometer Drive Points	each	10.00
Turbidity Meter - Daily Equipment Charge	daily	20.00
Third Party Rentals and/or Support Services	cost + 15 %	
Cylinder Mold (when not cast by MTC)	each	3.50
Core Bit Wear Charge	inch	3.50
Final Letter for Occupancy	hour	75.00
Additional photocopy	page	0.18
Mileage (portal to portal)	No Charge	No Charge

GENERAL CONDITIONS

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



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-09
(To be used for *consultant* services *excluding* engineers and architects)

This Agreement made and entered into this **23rd** day of **January, 2014**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Katy Isaksen & Associates** whose address is **PO Box 30008, Seattle, WA 98113**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **Utility Financial Planning, Rate Studies, Fees & Connection Charges as assigned by task order** as requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

[] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$5,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2014**.

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

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

12. Indemnification.

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

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

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

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

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

13. Insurance.

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

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the

work within the scope of this agreement, in such form and with policy limits in such amounts (**\$1 million minimum**) as are acceptable to the City.

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this **23rd** day of **January, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Katy Isaksen & Associates

By: _____

EXHIBIT B

Katy Isaksen & Associates

Utility Financial Planning, Rate Studies, Fees & Connection Charges

PO Box 30008

Seattle, WA 98113

(206) 706-8893

Katy@kisaksenassociates.com

2014 Hourly Rates

Katy Isaksen \$115 per hour

Associate \$102 per hour

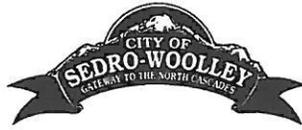
Direct Expenses

Direct expenses at cost + 3%

Mileage at Federal Rate

Postage/Delivery – Charge for delivery other than standard US Postal Service

JAN 10 2014



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-10
(To be used for engineering and architect services)

This Agreement made and entered into this **23rd** day of **January, 2014** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **David Evans and Associates Inc.** whose address is **415-118th Avenue SE, Bellevue, WA 98005-3518**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Engineering, Surveying, Review and Engineering Support Consultant and Grant Writing Assistance as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

Cost not to exceed \$ 10,000.00 without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2014**.

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

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance.

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

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (**\$2 Million**) as are acceptable to the City.

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this **23rd** day of **January, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

David Evans and Associates Inc.

By: _____

EXHIBIT B

**FEE SCHEDULE
AUDITED COST PLUS
David Evans and Associates, Inc. - Puget Sound Region**
January 13, 2014

City of Sedro Woolley - 2014 On-Call Transportation Engineering :

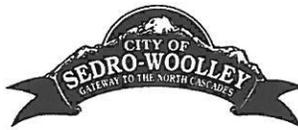
PROFESSIONAL CLASSIFICATION	HOURLY BILLING RATE	
	Min	Max
ADMINISTRATIVE		
Principal In Charge (PICH)	\$153.28	\$269.77
Senior Project Manager (SPJM)	\$153.28	\$245.25
Project Manager (PMGR)	\$122.62	\$236.05
Executive Administrator (EXAD)	\$70.51	\$156.35
Project Administrator (PADM)	\$55.18	\$107.30
Administrative Assistant (ADMA)	\$42.92	\$95.03
Office Assistant (OFFA)	\$30.66	\$55.18
ENGINEERING		
Engineering Manager (ENGM)	\$147.15	\$260.58
Managing Professional Engineer (MGPE)	\$122.62	\$226.85
Senior Professional Engineer (SPEN)	\$91.97	\$208.46
Professional Engineer (PFEN)	\$76.64	\$153.28
Transmission Engineer (TRNS)	\$98.10	\$141.02
Electrical Engineer (ELEC)	\$91.97	\$208.46
Sr. Design Engineer (SDEN)	\$98.10	\$144.08
Design Engineer (DEEN)	\$61.31	\$125.69
Designer (DESG)	\$45.98	\$85.84
Design Technician (DETE)	\$30.66	\$67.44
CADD Manager (CADM)	\$67.44	\$137.95
3D CADD Simulation Technician (CA3D)	\$67.44	\$137.95
Sr. CADD Technician (SCAD)	\$67.44	\$137.95
CADD Designer (CDSN)	\$61.31	\$104.23
CADD Technician (CADD)	\$42.92	\$88.90
Intern (INTN)	\$33.72	\$52.12
STRUCTURAL ENGINEERING		
Senior Structural Engineer (SSTE)	\$91.97	\$202.33
Senior Bridge Engineer (SBEN)	\$116.49	\$183.94
Structural Engineer (STEN)	\$61.31	\$141.02
Bridge Engineer (BREN)	\$61.31	\$141.02
CONSTRUCTION ENGINEERING		
Construction Manager	\$122.62	\$214.59
Senior Construction Inspector (SCIN)	\$110.36	\$153.28
Construction Inspector (CINS)	\$61.31	\$122.62
Construction Engineer (CENG)	\$61.31	\$110.36
GIS		
GIS Manager (GISM)	\$98.10	\$137.95
Sr. GIS Specialist (SGIS)	\$73.57	\$107.30
LANDSCAPE ARCHITECTURE		
Landscape Architecture Manager (LAMN)	\$91.97	\$137.95
Sr. Landscape Architect (SLAN)	\$82.77	\$137.95

JAN 13 2014

FEE SCHEDULE
AUDITED COST PLUS
David Evans and Associates, Inc. - Puget Sound Region
January 13, 2014

City of Sedro Woolley - 2014 On-Call Transportation Engineering :

PROFESSIONAL CLASSIFICATION	HOURLY BILLING RATE	
	Min	Max
Landscape Architect (LAAR)	\$45.98	\$91.97
Sr. Landscape Designer (SLAD)	\$58.25	\$107.30
NATURAL RESOURCES		
Natural Resources Manager (NATR)	\$122.62	\$236.05
Managing Scientist (MSCI)	\$116.49	\$190.07
Sr. Scientist (SSCI)	\$76.64	\$153.28
Scientist (SCIT)	\$45.98	\$101.16
Field Scientist (FSCI)	\$30.66	\$52.12
Sr. Environmental Planner (SEVP)	\$88.90	\$134.89
Environmental Planner (ENVP)	\$45.98	\$119.56
WATER RESOURCES		
Water Resources Engineer (WREN)	\$98.10	\$153.28
PLANNING		
Sr. Planner (SPLN)	\$107.30	\$199.26
Planner (PLNR)	\$45.98	\$119.56
PUBLIC RELATIONS		
Public Relations Manager (PRMR)	\$91.97	\$168.61
Public Relations Coordinator (PRCO)	\$45.98	\$101.16
Sr. Graphic Specialist (SGRP)	\$55.18	\$107.30
Graphic Specialist (GRPH)	\$36.79	\$61.31
SURVEYING		
Survey Manager (SVYM)	\$122.62	\$236.05
Sr. Professional Land Surveyor (SPLS)	\$98.10	\$196.20
Professional Land Surveyor (PLSU)	\$61.31	\$141.02
Project Surveyor (PSVR)	\$67.44	\$122.62
Survey Technician (SVTE)	\$42.92	\$107.30
Party Chief (PCHF)	\$55.18	\$107.30
Instrument Person (INST)	\$36.79	\$85.84



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-12
(To be used for *consultant* services *excluding* engineers and architects)

This Agreement made and entered into this **23rd** day of **January, 2014** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **The Plant Man**, whose address is **17098 Trout Drive, Mount Vernon, WA 98274**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **Part 1: Broker Services for nursery stock sales from the Swedelius and Lemley Tree Farm sites on a Fee Basis and Part 2: Consultant Services for Management of the Swedelius Tree Farm Site and Miscellaneous Landscape Planting Assistance on a Volunteer Basis** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence
[X] as needed.

[] as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.
The service of the Contractor is to be completed

[] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

For services under Part 1 Broker Services for nursery stock sales from the Swedelius and Lemley Tree Farm sites, the city will compensate Contractor 20% of receipts from sales

For services under Part 2: Consultant Services for Management of the Swedelius and Lemley Tree Farm Site and Miscellaneous Landscape Planting Assistance on a Volunteer Basis, no compensation will be paid.

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

Cost not to exceed \$ 5,000.00 without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2014.**

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

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

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

12. Indemnification.

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

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

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

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

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

13. Insurance.

Insurance not required per Public Works Director for Part 1 Broker Services.

Contractor will be covered by City policies when working as Volunteer Consultant under Part 2. Volunteer hours will be scheduled with the Public Works Director or his designee.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration. *(Not required per Public Works Director)*

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this **23rd** day of **January, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

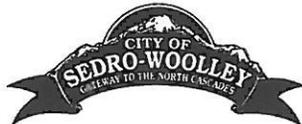
Approved as to Form:

City Attorney

CONTRACTOR:

The Plant Man

By: _____



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-13

(To be used for engineering and architect services)

This Agreement made and entered into this **23rd** day of **January, 2014** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **The Transpo Group Incorporated** whose address is **11730 118th Avenue NE, Ste 600, Kirkland, WA 98034**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Transportation Services as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed \$ **10,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2014**.

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance.

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

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (**\$2 Million**) as are acceptable to the City.

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this **23rd** day of **January, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

The Transpo Group Incorporated

By: _____

EXHIBIT B



Transpo Billing Rate Range Schedule

Updated 06/26/2013

Rates are effective June 29, 2013 through June 27, 2014

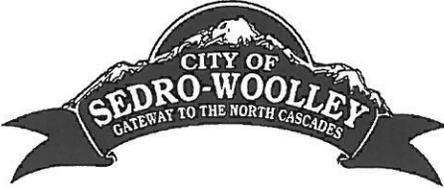
Category	Billing Rate Range	
	Min	Max
Engineer/Planner - Principal	\$185	\$250
Engineer/Planner/Analyst/Proj Adm - Senior Level III	\$160	\$200
Engineer/Planner/Analyst/Proj Adm - Senior Level II	\$145	\$165
Engineer/Planner/Analyst/Proj Adm - Senior Level I	\$120	\$155
Engineer/Planner/Analyst/Proj Adm - Level III	\$80	\$130
Engineer/Planner/Analyst/Proj Adm - Level II	\$65	\$110
Engineer/Planner/Analyst/Proj Adm - Level I	\$50	\$100



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 22 2014

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

Memorandum

Date: January 14, 2014 (for Council action January 22, 2014)
To: Mayor Anderson and City Council Members
From: Mark A. Freiberger, PE, Director of Public Works
Subject: **TIB Fuel Tax Grant Distribution Agreement No. P-W-126(P03)-1
SR20; SR9S to Harrison**

ISSUE:

Shall council move to approve commitment of \$27,676 in local funds as match for the project assuming TAP funding or alternative source, and authorize Mayor Anderson to execute the attached Fuel Tax Grant Distribution Agreement with the Transportation Improvement Board?

BACKGROUND/DISCUSSION:

On November 25, 2013, the city was awarded a \$273,781 grant for construction of the SR20/Cook Road Realignment and Extension Project, with \$68,445 in matching funds, for a total project of 342,226. Prior expenditures of \$40,769 for design engineering are included in the match amount, leaving a new commitment of \$27,676 in local funds.

The proposed source for the local funds is the pending Transportation Alternatives Program (TAP) grant through the Skagit Council of Governments. The TAP projects were ranked by the Skagit TAC on January 9, 2014, with the city's SR20/Cook Road Realignment & Extension Project Schedules C and D Project (which includes the TIB project of this memorandum) ranked number 2. Based on available funds, we anticipate that the Skagit RTPO board will ratify the listing at their meeting of January 15, and submit the list to the Skagit-Island body for inclusion in the final project list, to be issued in March. Based on the anticipated funding level for urban projects, this project almost certainly will be funded. Should TAP funding not materialize, then staff will readdress this with alternative funding from GMA Impact Fee funds or alternative.

The attached Agreement formalizes the grant with TIB. Staff recommends authorization for the mayor to execute the agreement with TIB.

MOTION:

Move to approve commitment of \$27,676 in local funds as match for the project assuming TAP funding or alternative source, and to authorize Mayor Anderson to execute the Fuel Tax Grant Distribution Agreement P-W-126(P03)-1 with the Transportation Improvement Board in the amount of \$273,781.



City of Sedro Woolley
P-W-126(P03)-1
SR 20
SR 9 S to Harrison

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Sedro Woolley
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the SR 20, SR 9 S to Harrison (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Sedro Woolley, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$273,781 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



Washington State Transportation Improvement Board

TIB Members

November 25, 2013

- Councilmember Sam Crawford, Chair
Whatcom County
- Councilmember Jeanne Burbidge, V. Chair
City of Federal Way
- Jim Albert
Office of Financial Management
- Pasco Bakotich, P.E.
WSDOT
- Todd Coleman, P.E.
Port of Vancouver
- Kathleen Davis
WSDOT
- Mark Freiberger, P.E.
City of Sedro-Woolley
- Mayor James Irish
City of La Center
- Councilmember R.E. Bob Olson
City of Kennewick
- Laura Philpot, P.E.
City of Sammamish
- Heidi Stamm
HS Public Affairs
- Commissioner Richard Stevens
Grant County
- Harold Taniguchi
King County Metro Transit
- John Vodopich
City of Bonney Lake
- Jay Weber
County Road Administration Board
- Ralph Wessels, P.E.
Bicycle Alliance of Washington
- Clay White
Snohomish County

Mr. Mark Freiberger, P.E.
Public Works Director
City of Sedro Woolley
325 Metcalf St
Sedro Woolley, WA 98284

Dear Mr. Freiberger:

Congratulations! We are pleased to announce the selection of your project, SR 20, SR 9 S to Harrison, TIB project number P-W-126(P03)-1.

Total TIB funds for this project are \$273,781.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB.

You may only incur reimburseable expenses after you receive approval from TIB.

In accordance with RCW 47.26.84, you must certify full funding by November 22, 2014 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@tib.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosures

Stevan E. Gorcester
Executive Director
P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov



Transportation Improvement Board
Project Funding Status Form

Agency: **SEDRO WOOLLEY**

TIB Project Number: **P-W-126(P03)-1**

Project Name: **SR 20**
SR 9 S to Harrison

Verify the information below and revise if necessary.

Return to:
 Transportation Improvement Board
 PO Box 40901
 Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	Apr 2014
Contract Bid Award	May 2014
Contract Completion	Nov 2014

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SEDRO WOOLLEY	68,445	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	68,445	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

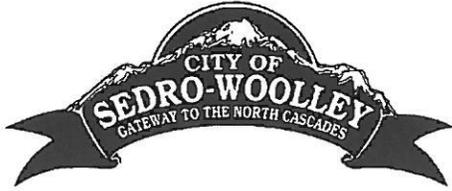
Signature Date

Printed or Typed Name Title

Financial Officer

Signature Date

Printed or Typed Name Title



David Lee, PE
 City Engineer

MEMO TO: City Council and Mayor Mike Anderson

FROM: David Lee, PE

RE: **Final Acceptance – Contract 2013-PW-02 SR 9 Pedestrian/Bicycle Safety Improvements Project Faber Construction, Inc.**

DATE: January 15, 2014 (for Council review January 22, 2014)

ISSUE Should Council approve final acceptance of the SR9 Pedestrian/Bicycle Safety Improvements Project as constructed by Faber Construction, Inc. of Lynden, WA in amount of \$700,544.74 (including sales tax)?

Should Council approve an additional \$17,193.00 from the GMA Impact Fee Fund for the additional local match requirement?

BACKGROUND/DISCUSSION

The construction contract for the SR9 Pedestrian/Bicycle Safety Improvements Project with Faber Construction, Inc. of Lynden, WA was executed on June 28, 2013. The work was started on July 15, 2013, with substantial completion on September 24, 2013 and final completion on October 18, 2013.

We have filed Notice of Completion documents with Washington Department of Labor & Industries, Department of Revenue and Employment Security. Once clearance is received from these agencies, the retention bond will be released.

Schedule A of the project, Lucas Drive to Park Cottage Lane, includes funding for pedestrian and bicycle safety education/encouragement and enforcement. The education/encouragement element includes programs to be developed for the area schools (Evergreen Elementary and Cascade Middle School) to promote walking and biking to school as well as associated safety. The enforcement element consists of police presence in the school zones to insure that traffic within the school zone operates safely. These programs will be instituted in the spring of 2014.

FINANCIAL

Revenue:

SRTS – final reimbursement	\$ 646,797.86	
City GMA Impact as Budgeted	\$ 141,000.00	
PUD No. 1 – Water funds	\$ 61,108.34	
TOTAL ANTICIPATED, SCH A, B, C		\$848,906.20

Expenditures

Design (R & E, MTC, SSE and city Staff)	\$ 71,201.90	
Construction Contract – Faber	\$ 700,544.73	
Construction Engineering (R&E, MTC, SSE & City Staff)	\$ 75,669.75	
Miscellaneous Construction (WSDOT, Streetlights, etc.)	\$ 14,876.37	
Education/Encouragement & Enforcement (pending)	\$ 15,000.00	
TOTAL ANTICIPATED EXPENSE, A, B, C		\$877,292.75
Less discounted city staff (see Analysis below)		\$ 11,193.55
ADJUSTED ANTICIPATED EXPENSE, A, B, C		\$866,099.20

Net Additional Revenue Required

\$ 17,193.00

ANALYSIS

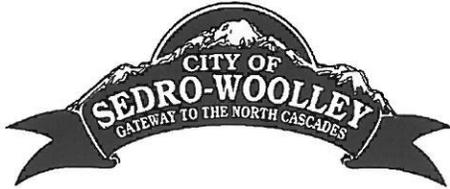
The original construction contract for this project totaled \$661,226.87. Underestimated quantities for traffic control increased the final contract by \$39,317.87, resulting in the final construction cost of \$700,544.74, or 5.6% over the bid amount.

Based on final revenue received from SRTS and PUD plus budgeted GMA Impact Fee local funds, the project requires \$28,386.55 in additional local funding. The costs noted above included a portion of the Director's time and Public Works Operations crew time that are covered by other portions of the 2013 Budget, totaling \$11,193.55. Discounting this amount, the additional funding requirement is reduced to \$17,193.00. There is currently a balance of \$145,989 in the GMA Impact Fee fund available for this purpose, leaving \$128,796 for other purposes. It is anticipated that the remaining GMA Impact Fee funds will be required to complete the SR20/Cook Road Realignment & Extension Project.

MOTION:

Move for final acceptance of the SR 9 Pedestrian/Bicycle Safety Improvements Project as constructed by Faber Construction, Inc. of Lynden, WA in amount of \$700,544.74 (including sales tax).

Move to approve an additional \$17,193.00 from GMA Impact Fee Fund for the local match requirement.



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 22 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 31

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 Purchase Order No. 2014-PO-02 with Sound Ocean Metal Fabricators Ltd. of Sedro-Woolley, WA**
DATE: January 15, 2014 (for Council action January 22, 2014)

ISSUE

Should council move to approve Purchase Order No. 2014-PO-02 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 \$10,804.43?

BACKGROUND/DISCUSSION

During the past year, the Wastewater Treatment Facility has experienced significant equipment issues with the Oxidation Ditch aeration equipment. The Rotor #2 shaft assembly failed, and was removed and examined for possible repair. After analysis, it was determined that a new shaft assembly was required. The existing equipment is now over 16 years old, and apparently suffered metal fatigue at the center of the shaft, causing the failure. Bids were solicited, and the low bid awarded to Sound Ocean Metal Fabricators of Sedro-Woolley.

Subsequently, a second rotor assembly (#3) failed with the same symptoms as Rotor #2. Due to soft ground conditions at the location of Rotor #2, staff elected to install the newly acquired unit at the #3 location (they are identical). We are now in a position to order the second shaft assembly.

Quotations were solicited from the same sources as in 2013, with bids received from the original manufacturer, Seimens Water Technologies LLC, and from Sound Ocean. The quotes are attached. The bid from Sound Ocean is the low bid, and is actually the same base bid prior to sales tax as quoted in 2013, at \$9,958. As was noted in comparison of the May 2013 quotations, the quote from Sound is actually lower than the apparent difference, as Seimens did not include shipping in the quotation.

Once the new shaft assembly is received, staff will arrange to test the unit and reinstall it at the Rotor #2 location.

We have two additional rotors that are somewhat likely to fail in the near future, as they are similar to the #2 and #3 units, although somewhat shorter. We plan to remove the first of these for examination after #2 is back on line. In fact, Rotor #1 is currently off line due to motor failure. With this issue, it is important that we get the #2 unit back on line as expeditiously as possible.

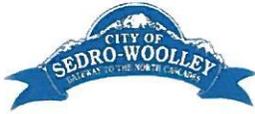
FINANCE

The work will be funded as follows:

401.000.035.535.50.48.50 Sewer Operations Fund 401 Maintenance of General Equipment, budgeted at \$75,000. We increased the budget for this item in 2014 from \$50,000 in 2013 to account for continuing plant equipment aging and maintenance issues.

MOTION:

Move to authorize Mark A. Freiberger, Director of Public Works to issue the Purchase Order No. 2014-PO-01 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 \$10,804.43.



PURCHASE ORDER CITY OF SEDRO-WOOLLEY

Purchase Order No. 2014-PO-01

Product Rotor Body

Vendor Name Sound Ocean Metal Fabricators Ltd.

Vendor Address 500 Metcalf Street, Bldg F1, Sedro-Woolley, WA 98284

Vendor Contact Craig Clark Phone 360-661-2629 Email craigc@soundoceanmf.com

Ship To Sedro-Woolley Waste Water Treatment Plant, 401 Alexander Street, Sedro-Woolley, WA 98284

Bill To City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284

City Contact Debbie Allen Phone 360-856-1100 Email dallen@ci.sedro-woolley.wa.us

City Department Sewer Budget (BARS) No. 401.000.035.535.50.48.50

DESCRIPTION OF PRODUCT

Per Attached Quote: 3797 Sound Ocean Metal Fabricators Ltd, dated: January 9, 2014

COMPENSATION

LUMP SUM – Compensation for the product will be on a Lump Sum price basis, not to exceed \$10,804.43 includes WSST without written authorization.

Equipment and Selling Price Summary:

Custom Rotor Body

Unit Price: \$ 9,958.00
 Sales Tax (8.5%): \$ 846.43
Total: \$10,804.43

SCHEDULE The Vendor shall deliver the product and services as described above:

By ASAP

In accordance with the attached schedule.

APPROVED

CITY OF SEDRO-WOOLLEY

By: Mark A. Freiburger, PE, Director of Public Works

Signature _____

Date _____



Metal Fabricators Ltd.

500 Metcalf St - Bldg F1 - Sedro Woolley, WA 98284

Ph (360) 855-1213 Fax (360) 855-1983

Date: 1/9/14

Quote

NUMBER

3797

Company

CITY OF SEDRO WOOLLEY
325 METCALF STREET
SEDRO WOOLLEY, WA 98284

Quote To

CITY OF SEDRO WOOLLEY
325 METCALF STREET
SEDRO WOOLLEY, WA 98284

Customer Contact

Customer Phone

Debbie Allen

(360)856-1100

**SOUND OCEAN METAL FABRICATORS, LTD.
IS PLEASED TO OFFER THE FOLLOWING PROPOSAL**

Item #	Qty	Part Name	Description	Unit Price	Total
1	1	*CUSTOM	Rotor Body - 14" sch. 40 pipe (A53 Grade B) x 27'-2" long with 150# slip-on flanges each end, welded Includes 3/4" round bar on one side. Blast to SSPC-SP10 and apply 2 coats of Tnemec series 69 primer (exterior only) Exclusions: Disassembly and reassembling of existing end components, Repair of existing damaged pipe, testing of pipe.	9,958.00	9,958.00
	1	TERMS	THE ABOVE PRICES ARE FOB SOUND OCEAN METAL FABRICATORS, SEDRO-WOOLLEY, WA. DELIVERY IS TO BE DETERMINED AT THE TIME OF ISSUING OF PURCHASE ORDER AND RECEIVING DEPOSIT. A 50% NON-REFUNDABLE DEPOSIT IS REQUIRED. THIS QUOTE IS VALID FOR 30 DAYS, SUBJECT TO MATERIAL SUPPLY INCREASE. SOUND OCEAN METAL FABRICATORS, LTD. WARRANTS ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF MANUFACTURE. THIRD PARTY ITEMS SHALL BE COVERED BY THE ORIGINAL MANUFACTURER'S WARRANTY. SUCH WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT IN KIND. NO OTHER WARRANTY EXPRESSED OR IMPLIED IS APPLICABLE. IF THERE IS A CONSIDERABLE DELAY BETWEEN THE DATE OF MANUFACTURE AND THE DATE THE EQUIPMENT IS PLACED IN SERVICE, THE DURATION OF WARRANTY MAY BE EXTENDED BY MUTUAL AGREEMENT BETWEEN SOMF AND THE CUSTOMER. THIS WARRANTY WILL APPLY TO THE ORIGINAL PURCHASER ONLY AND IS NOT TRANSFERABLE. THIS WARRANTY WILL COVER DEFECTS IN MATERIAL OR FAULTY WORKMANSHIP ONLY, NORMAL WEAR AND TEAR EXCEPTED. UNDER NO CIRCUMSTANCES SHALL THE COST BE MORE THAN THE ORIGINAL COST OF THE EQUIPMENT. WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS QUOTE AND LOOK FORWARD TO WORKING WITH YOU. Sales Tax	0.00	0.00
				8.30%	826.51
				8.5%	846.53

Contact Craig Clark at 360-661-2629 if any further information or clarifications are required.

Total ~~\$10,784.51~~

\$10,804.43



Siemens Water Technologies LLC
 1828 Metcalf Avenue
 Thomasville, GA 31793

Sales Quote

Quote # 11884-R1
 Date: 1/13/2014
 To: Debbie Allen/ City of Sedro-Wolley
 Phone: 360-856-1100
 Fax: 360-856-5269
 From: Fergus Robinson
 email:

Validity: 30 days
 Freight PPD & Add
 Returns: There is a 25% restocking fee
 on all returned parts.

Replacement parts for Siemens

Siemens Water Technologies LLC is pleased to offer the following quotation for your consideration

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
1	1		Rotor Body dwg #5300-4004-76 primed only with flanges Note: Freight not included	\$14,000.00	EA	\$14,000.00	6-8 Weeks
				Total Sale Price		\$ 14,000.00	

Please Direct Questions or Comments to:

Siemens Water Tech LLC. Aftermarket Sales: Fergus Robinson
 Phone: (229) 227-8705
 Fax: (229) 228-0312
 Email Fergus.Robinson@siemens.com

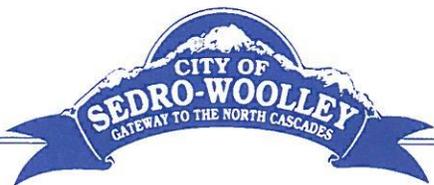
We now accept Visa, Mastercard, & American Express for your convenience

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CITY COUNCIL AGENDA
REGULAR MEETING

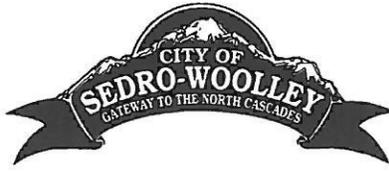
JAN 22 2014

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 22 2014

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

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

MEMO:

To: City Council
Mayor Anderson

From: John Coleman, AICP
Planning Director

Date: January 22, 2014

Subject: Recreational Marijuana Producers and Processors – *First Read*

ISSUE

Should the Council adopt an ordinance modifying the zoning code to restrict the location of recreational marijuana producers and processors and lift the moratorium on producers and processors?

PROJECT DESCRIPTION / HISTORY

On November 26, 2013 Council passed a six-month moratorium on accepting applications for state-licensed marijuana producers and processors in all zones except the Industrial Zone. The moratorium was put in place so the city may proceed with the process of making permanent zoning code amendments, if necessary. The Planning Commission's Findings of Fact and Recommendation is included in Attachment A.

Attachment B contains a draft ordinance based on the Planning Commission's recommended amendments to the zoning code. The Commission's recommendation is to limit producers and processors to the Industrial Zone, inside secure buildings; greenhouses were not considered secure by the Commission.

Since the Planning Commission made its recommendations, Eldred and Associates, who represents a producer and processor that is seeking a location in the city, submitted an alternate ordinance that they would like the City Council to consider. A cover letter from Eldred and Associates and their alternate ordinance is included in Attachment C.

Does the Council wish to adopt the ordinance based on the Planning Commission recommendations modifying the zoning code to restrict the location of recreational marijuana producers and processors and lift the moratorium on producers and processors?

OR

Does the Council wish to adopt the alternate ordinance (or some variation of the alternate ordinance) modifying the zoning code to restrict the location of recreational marijuana producers and processors and lift the moratorium on producers and processors? Adopting the alternate ordinance will require a public hearing at the next Council meeting.

ATTACHMENTS

Attachment 1 – Planning Commission Findings of Fact and Recommendation

Attachment 2 – Proposed ordinance based on Planning Commission recommendation

Attachment 3 – Alternate ordinance proposed by Eldred and Associates (including letter from E&A)

REQUESTED ACTION

1st Read – provide direction as to which ordinance to bring back to the council for a second read

Attachment 1

Planning Commission Findings of Fact and Recommendation

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION
STATE OF WASHINGTON**

In the Matter of:

**MODIFYING THE SEDRO-WOOLLEY
MUNICIPAL CODE REGARDING
REGULATIONS FOR
RECREATIONAL MARIJUANA
PROCESSORS AND PRODUCERS**

**AMENDMENTS TO
TITLE 17 SWMC –**

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, November 19, 2013** under a request by the Planning Director for a public hearing and recommendation from the Planning Commission pursuant to Chapter 2.90 Sedro-Woolley Municipal Code (SWMC).

Recommendation:	The Planning Commission recommends APPROVAL of amendments to Title 17 SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Recommendation.
Hearing Date:	Tuesday, November 19, 2013
Proponent:	City of Sedro-Woolley

Description of proposal

The Planning Commission recommends that the City Council amend Title 17 SWMC to define marijuana processing and producing and establish rules for limiting the location of marijuana processors and producers to indoor facilities in the Industrial zoning designation.

FINDINGS OF FACT

1. Per SWMC 2.90.070(G), this action, which requires changes to the City development regulations and underwent Planning Commission review, is processed as a Type VI action.
2. In 2012 the Washington State voters passed Initiative 502 which required the state to create rules to regulate the growing, production, retailing and possession of recreational marijuana. Under the new rules, there are three distinct businesses within the recreational marijuana system: growers (producers), processors and retailers. Each of the three requires a separate state license. Retailers cannot also be growers or processors.
3. The City Council has followed the state rulemaking process closely and passed a moratorium on processors and producers on October 23, 2013 so the city has time to review the potential effects of the new state rules on the neighborhoods in Sedro-Woolley.
4. At the request of the City Council, a public hearing in front of the Sedro-Woolley Planning Commission was scheduled to review the potential impacts of marijuana processors and producers under current zoning regulations and, if necessary, make recommendations for any changes.
5. A Notice of Public Hearing for the proposed code amendment was published in the Skagit Valley Herald. In the notice, a written comment deadline of November 19 at 4:30 PM was set. No written comments were received by the Planning Department.
6. At its regular meeting on November 19, the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. Staff presented the background of the state's regulations for recreational marijuana and public comments were heard.
7. At the public hearing City Councilman Splane commented that he would prefer a ban on producers and processors and the Councilman also believes that allowing producers and processors in the Industrial zone will use up valuable industrial land. A second commenter, M. Bell, believes it is important to keep marijuana processors and producers out of sight of the general public and the locating such uses in the Industrial zone is preferable.
8. After consideration of the state regulations, the city Comprehensive Plan and the public comments, the Planning Commission finds that it is in the best interest of the city to limit recreational marijuana processors and producers to indoor facilities, not outdoors or in greenhouses. Furthermore, marijuana processors and producers should be limited to the Industrial zone.
9. A motion was made to allow indoor marijuana processors and producers in only the Industrial zone and only indoors; the motion carried 4-1 with one abstention.
10. In accordance with State Growth Management Act (GMA), the proposed text amendments were submitted to the Washington State Department of Commerce (COMM) for a 60-day review on January 6, 2014 for 14 day expedited review.

CONCLUSIONS

The Planning Commission, having reviewed the Planning Department Memorandum and hearing public testimony, makes the following conclusions:

1. Adoption of the proposed amendments to Title 17 SWMC complies with the State GMA, has been approved by the State Department of Commerce and has been adequately vetted through the public review process; and
2. Adoption of the proposed amendments to Title 17 SWMC is in conformance with the goals and policies of the Sedro-Woolley Comprehensive Plan.

RECOMMENDATION

Based upon the foregoing, the Planning Commission recommends that Title 17 SWMC – Zoning – be amended to restrict recreational marijuana producers and processors to indoor facilities in the Industrial zone.

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of amendments to Title 17 SWMC – Zoning – to restrict recreational marijuana producers and processors to indoor facilities in the Industrial zone, at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, November 19, 2013**, at which time a quorum was present and the decision was for approval by a vote of 4 FOR, 1 AGAINST, and 1 ABSTENTION.



Rick Judd, Planning Commission Chair

1-15-14

Date

Attachment 2

Proposed ordinance based on Planning Commission recommendation

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 17 OF THE SEDRO-WOOLLEY MUNICIPAL CODE TO ADDRESS THE ALLOWED LOCATIONS FOR STATE-LICENSED MARIJUANA PRODUCERS AND PROCESSORS.

WHEREAS, the voters of Washington State approved Initiative 502 (I-502) in November 2012 providing a framework under which recreational marijuana producers, processors and retailers can become licensed by the State of Washington; and

WHEREAS, under I-502, the Washington State Liquor Control Board (LCB) is directed to develop rules and regulations for the licensing and other regulatory measures for producers (growers), processors and retailers of recreational marijuana; and

WHEREAS, the LCB issued final rules and regulations for the licensing and other regulatory measures for producers (growers), processors and retailers of recreational marijuana on November 16 and began accepting applications for licenses on November 18, 2013; and

WHEREAS, I-502 establishes certain siting limitations on the LCB's issuance of such licenses that are within 1,000 feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center or library, or any game arcade, admission to which is not restricted to persons twenty-one years or older; and

WHEREAS, subsequent to the passage of I-502, the City Council discussed the potential impacts of the production and processing of recreational marijuana and marijuana-infused products on residential neighborhoods and schools; and

WHEREAS, RCW 69.51A.140 authorizes cities to adopt and enforce zoning requirements, business license requirements, health and safety requirements, and business taxes pertaining to the production, processing or dispensing of marijuana or marijuana products within their jurisdiction; and

WHEREAS, on October 23, 2013 the City Council adopted Ordinance 1779-13, a moratorium on the acceptance of development applications relating to recreational marijuana producers and processors so the city had time to review whether the use would have an adverse effect on the city's neighborhoods under existing zoning regulations; and

WHEREAS, the City Council directed the Planning Commission to hold a public hearing, gather testimony and study the potential effects of marijuana producers and processors on the community and recommend to the Council zoning code amendments, if necessary; and

WHEREAS, the Planning Commission held an open public hearing on November 19, 2013 and recommended that the production and processing of marijuana be allowed, subject to the regulation of the LCB, in Sedro-Woolley's industrial zone; and

WHEREAS, on November 26, 2013 the City Council adopted Ordinance 1786-13, which modified Ordinance 1779-13, a moratorium on the acceptance of development applications relating to recreational marijuana producers and processors in all zoning designations except the Industrial Zone so the city had time to review whether the use would have an adverse effect on the city's neighborhoods under existing zoning regulations; and

WHEREAS, a SEPA environmental checklist was reviewed and a DNS was issued on January 17, 2014; and

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

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

WHEREAS, the City Council adopts the Planning Commission Findings of Fact, Conclusions and Recommendation; and

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

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

Section One. A new Chapter 17.XX is included in Tile 17 SWMC and reads as follows:

17.XX.010 Authority.

The provisions of this chapter are implemented pursuant to Initiative 502 under the authority of RCW 69.51A.140.

17. XX.020 Purpose.

The purpose of this chapter is to further clarify the provisions of Initiative 502 as it pertains to the use of land within the city, and to establish where recreational marijuana producers, processors and retail outlets may locate in the city, and to describe the restrictions upon such uses.

17. XX.030 Definitions.

The definitions in this section apply throughout this chapter, and the city also adopts the definitions in WAC 314-55-010 and RCW 69.50.101.

A. "Child care center" means an entity that regularly provides child day care and early learning services for a group of children for periods of less than 24 hours licensed by the Washington State Department of Early Learning, under Chapter 170-295 WAC.

B. "Cultivation" means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof.

C. "Elementary school" means a school for early education that provides the first four to eight years of basic education and is recognized by the Washington State Superintendent of Public Instruction.

D. "Game arcade" means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under 21 years of age are not restricted.

E. "Indoors" means within a fully enclosed and secure structure that complies with the Washington State Building Code, as adopted by the city, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors, and constructed of solid materials that cannot easily be broken through, such as two-inch by four-inch or thicker studs overlain with three-eighths-inch or thicker plywood or equivalent materials. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement. Greenhouses are not considered indoors.

F. "Library" means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.

G. "Marijuana" means all parts of the plant cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. For the purposes of this chapter, "cannabis" or "marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

H. "Marijuana-infused products" means products that contain marijuana or marijuana extracts and are intended for human use. The term "marijuana-infused products" does not include useable marijuana.

I. "Marijuana processor" means a person licensed by the state liquor control board to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

J. "Marijuana producer" means a person licensed by the state liquor control board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

K. "Marijuana retailer" means a person licensed by the state liquor control board to sell useable marijuana and marijuana-infused products in a retail outlet.

L. “Outdoors” means any location that is not “indoors” within a fully enclosed and secure structure as defined herein.

M. “Playground” means a public outdoor recreation area for children, usually equipped with swings, slides and other playground equipment, owned and/or managed by a city, county, state or federal government.

N. “Process” means to handle or process cannabis in preparation for recreational use.

O. “Produce” or “production” means to manufacture, plant, cultivate, grow or harvest cannabis or marijuana.

P. “Public park” means an area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government or metropolitan park district. “Public park” does not include trails.

Q. “Public transit center” means a facility located outside of the public right-of-way that is owned and managed by a transit agency or city, county, state or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.

R. “Recreation center or facility” means a supervised center that provides a broad range of activities and events intended primarily for use by persons under 21 years of age, owned and/or managed by a charitable nonprofit organization, city, county, state or federal government.

S. “Retail, marijuana” means the activity of selling usable marijuana and marijuana-infused products in a retail outlet.

T. “Retail outlet” means a location licensed by the State Liquor Control Board for the retail sale of usable marijuana and marijuana-infused products.

U. “Secondary school” means a high and/or middle school: a school for students who have completed their primary education, usually attended by children in grades seven to 12 and recognized by the Washington State Superintendent of Public Instruction.

V. “Usable cannabis or usable marijuana” means dried flowers of the cannabis plant. The term “usable cannabis or usable marijuana” does not include marijuana-infused products or cannabis products.

17. XX.040 Marijuana production.

A. The cultivation of marijuana is considered to be production of a product for resale. Production of marijuana is limited to the Industrial zoning district.

B. All marijuana production shall occur within indoor facilities. Outdoor production as may be permitted by the state is expressly prohibited by this subsection.

17. XX.050 Marijuana processing.

The processing of marijuana is considered to be a manufacturing activity. Processing of marijuana and marijuana products is limited to the Industrial zoning district.

17. XX.060 Retail marijuana sales.

The sale of marijuana is a retail activity. Sale of marijuana is limited to the Central Business District and Mixed Commercial zoning districts wherein retail uses are permitted.

17. XX.070 Locational criteria.

A. No recreational marijuana producer, processor or retail outlet may locate within 1,000 feet of any of the following:

1. Elementary or secondary school;
2. Playground;
3. Recreation center or facility;
4. Child care center;
5. Public park;
6. Public transit center;
7. Library; or
8. Any game arcade where admission is not restricted to persons age 21 or older.

B. The subsequent establishment of a use listed in subsection (A) of this section within 1,000 feet of a legally established and licensed marijuana producer, processor, or retail outlet shall not render the marijuana producer, processor, or retail outlet non-conforming in regard to location under this chapter.

17. XX.080 No city liability – Indemnification.

A. By accepting a permit issued pursuant to this chapter, the licensee waives and releases the city, its officers, elected officials, employees, volunteers and agents from any liability for injuries, damages, or liabilities of any kind that result from any arrest or prosecution of business owners, operators, employees, clients or customers for a violation of federal, state or local laws and regulations.

B. By accepting a permit issued pursuant to this chapter, all licensees, jointly and severally, if more than one, agree to indemnify, defend and hold harmless the city, its officers, elected officials, employees, volunteers and agents, insurers and self-insurance pool against all liability, claims and demands on account of any injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of the recreational marijuana business that is the subject of the license.

17. XX.090 Limitations.

A. Nothing in this chapter is intended to be, nor should be considered to be, an allowance for less restricted activity that is permitted by state law and the rules and regulations of the Liquor Control Board.

B. Nothing in this chapter is intended to be, nor should be considered to be, a limitation on the city from protesting the granting of a permit(s) or the renewal of a permit(s).

C. No part of this chapter is intended to or shall be deemed to conflict with federal law, including, but not limited to, the Controlled Substances Act, 21 U.S.C. Section 800 et seq., the Uniform Controlled Substances Act (Chapter 69.50 RCW), nor to otherwise permit any activity that is prohibited under either Act, or any other local, state or federal law, statute, rule or regulation. Nothing in this chapter shall be construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of medical cannabis or recreational marijuana in any manner not authorized by Chapter 69.51A RCW or Chapter 69.50 RCW. Nothing in this chapter shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or that creates a nuisance, as defined herein.

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

Section Three. The moratorium enacted under Ordinance 1786-13 upon the filing of applications for building permits or any other development permits, or license or the establishment for any existing building or land use activity involving marijuana producers and processors shall be void upon effectiveness of this ordinance.

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of January, 2014, and signed in authentication of its passage this _____ day of _____, 2014.

By _____
MIKE ANDERSON, Mayor

Attest: _____
PATSY NELSON, Finance Director

Approved as to form:

ERON BERG, City Attorney

Published:

Attachment 3

**Alternate ordinance proposed by Eldred and Associates &
Letter from Eldred and Associates dated January 15, 2014**



ELDRED & ASSOCIATES

PLANNING * PERMITS * GRANTS

209 Ferry Street Suite D, Sedro-Woolley, WA 98284

office: (360) 873-8156 fax: (360) 982-2959 cell: (360) 202-0033

www.EldredAssoc.com

Mayor Mike Anderson and City Council Members
325 Metcalf Street
Sedro-Woolley, WA 98284

January 15, 2014

RE: Draft Marijuana Code Modification Language

Dear Mayor Anderson and Honorable City Council Members:

Thank you for your thoughtful consideration of a new code section addressing marijuana production, processing, and retail facilities.

First, please note that I am writing to you as a consultant on behalf of my clients Washington Source, and not as a Sedro-Woolley Planning Commissioner.

Before you is draft code language that will allow marijuana processing, producing, and retail locations in the City of Sedro-Woolley as developed per the recommendations of the Sedro-Woolley Planning Commission, of which I am a member. I am also submitting a slightly different version of the Planning Commission recommendation for your consideration.

When the Planning Commission met and discussed these regulations, my clients, Washington Source, were planning on locating their operation in another city. Since that time, Washington Source has found Sedro-Woolley to have a very favorable business climate. My clients have reached an agreement on two properties within the City of Sedro-Woolley that will allow them to produce and process, creating up to 300 family wage jobs. As a business owner in town, I am elated as this will have a significant trickle down on local businesses and our economy with an estimated \$17 million in annual wages into the local economy, and also have a significant impact on city tax revenues.



ELDRED & ASSOCIATES

WWW.ELDREDASSOC.COM

However, while my clients have tried valiantly to stay within the industrial zone, the one available property was fraught with difficulties (wetlands, stream set backs, road right of way, capital improvement costs, and a high owner price), making it unfeasible. My clients really want to continue working with the City of Sedro-Woolley, so they looked at other properties. They found there were a few other options in the R-5 zone. Therefore, they are asking that processing and production be allowed in R-5 on parcels 15 acres or larger in addition to industrial zones. Also, we are proposing significant buffering requirements for the R-5 zone. City requirements would be in addition to the already stringent state requirements.

Processing and manufacturing of marijuana is highly technical, requiring state of the art security. Most of the operations are contained in attractive buildings, concealed behind well-designed landscape screening and fencing.

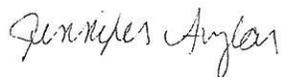
The period of applying for processing and production has closed. The ability for more processing and production facilities to locate in the R-5 zone would not be allowed unless the state opened up the application process again, which at this point in time is not anticipated.

I found several policies in the City of Sedro-Woolley's Comprehensive Plan, which supported this request. Perhaps more surprisingly was that I did not find any policies that conflicted with this request.

The draft ordinance I am submitting for your thoughtful consideration differs from the Planning Commission recommendation in two ways. First, processing and production are allowed in the R-5 zone. Second, greenhouses are omitted. The type of greenhouse used for growing marijuana growing is much different than your backyard greenhouse and do indeed function as a building. The differences in my draft ordinance are noted using highlight and strikeout language.

My client and I will be at your January 22, 2014 City Council meeting to answer any questions you have. Please feel free to call me at (360) 202-0033 before then should you have any questions.

Sincerely,



Jennifer Aylor, AICP
CEO

Enclosure



ELDRED & ASSOCIATES

WWW.ELDREDASSOC.COM

1
2 CITY OF SEDRO-WOOLLEY, WASHINGTON
3

4 DRAFT ORDINANCE NO.
5
6

7 AN ORDINANCE of the City of Sedro-Woolley, Washington, adopting official
8 zoning controls regarding recreational marijuana producers, processors, and
9 retailers; and
10

11 WHEREAS, Washington voters approved Initiative 502 (I-502) on November
12 6, 2012. In relevant part, I-502 legalized the possession of small amounts of
13 marijuana and marijuana-related products for persons age 21 and older, and directed
14 the Washington State Liquor Control Board (LCB) to develop and implement rules to
15 regulate and tax recreational marijuana producers, processors, and retailers by
16 December 31, 2013; and
17

18 WHEREAS, the LCB re-filed its proposed rules regulating recreational
19 marijuana uses on September 4, 2013, and accepted the proposed rules on October
20 16, 2013; and
21

22 WHEREAS, the LCB rules become effective on November 16, 2013, and the
23 LCB will begin accepting license applications for recreational marijuana beginning
24 November 18, 2013. Applicants will be required to identify a business location with
25 their application submittals; and
26

27 WHEREAS, the LCB allocated one recreational marijuana retail license for the
28 City of Sedro-Woolley, and there are no limits on the number of recreational
29 marijuana producer and processor licenses to be issued; and
30

31 WHEREAS, the City of Sedro-Woolley Land Use Code (LUC) prohibits all
32 recreational marijuana producers, processors, and retailers as uses in the City of
33 Sedro-Woolley; and
34

35 WHEREAS, the City of Sedro-Woolley is open to marijuana based developers
36 licensed under Washington's I-502 as a means to encourage business development
37 and job creation; and
38

39 WHEREAS, the City of Sedro-Woolley seeks to create employment
40 opportunities within the Sedro-Woolley economy, particularly for residents who now
41 commute to other distant employment areas which is consistent with the Washington
42 State Growth Management Act; and
43

44 WHEREAS, the City of Sedro-Woolley seeks to encourage local business
45 development opportunities and utilization by the private sector which is consistent
46 with Washington State Growth Management Act Goal GMA 5 (Encourage community
47 economic development); and
48

49 WHEREAS, the City of Sedro-Woolley has adequate public facilities and

50 infrastructure in place to serve a large marijuana production and processing facility
51 that could create a significant number of family wage jobs which is consistent with the
52 Washington State Growth Management Goal GMA1 (Encourage development in
53 areas where adequate public facilities exist); and

54
55 WHEREAS, the City of Sedro-Woolley wishes to maintain and enhance
56 natural and resource-based industries, including agriculture, which is consistent with
57 Washington State Growth Management Act Goal GMA8 (Encourage productive
58 forest, agriculture, and natural resource industries); and

59
60 WHEREAS, the City of Sedro-Woolley seeks to implement Comprehensive
61 Plan Policy LU5.4: Preserve and Enhance Sedro-Woolley's rural and agricultural
62 character by allowing necessary support services and facilities; and

63
64 WHEREAS, the City of Sedro-Woolley seeks to implement Skagit County
65 Countywide Planning Policy 5.6 which states "Commercial, industrial, and residential
66 acreage shall be designated to meet future needs without adversely affecting natural
67 resource lands, critical areas, and rural character and lifestyles."; and

68
69 WHEREAS, the City of Sedro-Woolley stated on page 297 of its adopted
70 Comprehensive Plan "If Sedro-Woolley is reasonably expected to increase the level
71 of employment experienced by its citizens, and also to provide employment
72 opportunities to people who live close by, it will be necessary to provide ample lands
73 for commercial and industrial expansion. It is also necessary that the city be
74 aggressive in its effort to attract new businesses and industrial activities that provide
75 living wage jobs for Sedro-Woolley residents."; and

76
77 WHEREAS, the City of Sedro-Woolley wishes to guide the location of
78 recreational marijuana uses such that they are compatible with existing land uses;
79 and

80
81 WHEREAS, the proposed language does not conflict with any policies in the
82 City of Sedro-Woolley's adopted Comprehensive Plan; and

83
84
85 WHEREAS, subsequent to the passage of I-502, the City Council discussed
86 the potential impacts of the production and processing of recreational marijuana and
87 marijuana-infused products on residential neighborhoods and schools; and

88 WHEREAS, RCW 69.51A.140 authorizes cities to adopt and enforce zoning
89 requirements, business license requirements, health and safety requirements, and
90 business taxes pertaining to the production, processing or dispensing of marijuana or
91 marijuana products within their jurisdiction; and

92 WHEREAS, on October 23, 2013 the City Council adopted Ordinance 1779-
93 13, a moratorium on the acceptance of development applications relating to
94 recreational marijuana producers and processors so the city had time to review
95 whether the use would have an adverse effect on the city's neighborhoods under
96 existing zoning regulations; and

97 WHEREAS, the City Council directed the Planning Commission to hold a
98 public hearing, gather testimony and study the potential effects of marijuana

99 producers and processors on the community and recommend to the Council zoning
100 code amendments, if necessary; and

101
102 WHEREAS, the Planning Commission held an open public hearing on
103 November 19, 2013 and recommended that the production and processing of
104 marijuana be allowed, subject to the regulation of the LCB, in Sedro-Woolley's
105 industrial zone; and

106
107 WHEREAS, a SEPA environmental checklist was reviewed and a DNS was
108 issued on January 17, 2014; and

109
110 WHEREAS, pursuant to RCW 36.70A.106, a 60-day notice of intent to adopt a
111 development regulation was sent to the Washington State Department of Commerce;
112 and

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

116
117 WHEREAS, the City Council adopts the Planning Commission Findings of
118 Fact, Conclusions and Recommendation; and

119
120 WHEREAS, the City Council has concluded that it is in the best interest of the
121 public health, safety and welfare to adopt this ordinance; and

122
123
124 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO-
125 WOOLLEY, WASHINGTON DOES ORDAIN AS FOLLOWS:

126
127 Section One. A new Chapter 17.XX is included in Title 17 SWMC and reads
128 as follows:

129
130 **17.92.010 Authority.**

131 The provisions of this chapter are implemented pursuant to Initiative 502 under the authority of
132 RCW 69.51A.140.

133 **17. 92.020 Purpose.**

134 The purpose of this chapter is to further clarify the provisions of Initiative 502 as it pertains to the
135 use of land within the city, and to establish where recreational marijuana producers, processors
136 and retail outlets may locate in the city, and to describe the restrictions upon such uses.

137 **17. 92.030 Definitions.**

138 The definitions in this section apply throughout this chapter, and the city also adopts the
139 definitions in WAC 314-55-010 and RCW 69.50.101.

140 A. "Child care center" means an entity that regularly provides child day care and early learning
141 services for a group of children for periods of less than 24 hours licensed by the Washington
142 State Department of Early Learning, under Chapter 170-295 WAC.

143 B. "Cultivation" means the planting, growing, harvesting, drying or processing of marijuana
144 plants or any part thereof.

145 C. "Elementary school" means a school for early education that provides the first four to eight
146 years of basic education and is recognized by the Washington State Superintendent of Public
147 Instruction.

148 D. "Game arcade" means an entertainment venue featuring primarily video games, simulators,
149 and/or other amusement devices where persons under 21 years of age are not restricted.

150 E. "Indoors" means within a fully enclosed and secure structure that complies with the
151 Washington State Building Code, as adopted by the city, that has a complete roof enclosure
152 supported by connecting walls extending from the ground to the roof, and a foundation, slab, or
153 equivalent base to which the floor is securely attached. The structure must be secure against
154 unauthorized entry, accessible only through one or more lockable doors, and constructed of
155 solid materials that cannot easily be broken through, such as two-inch by four-inch or thicker
156 studs overlain with three-eighths-inch or thicker plywood or equivalent materials. Plastic
157 sheeting, regardless of gauge, or similar products do not satisfy this requirement. Greenhouses
158 are not considered indoors.

159 F. "Library" means an organized collection of resources made accessible to the public for
160 reference or borrowing supported with money derived from taxation.

161 G. "Marijuana" means all parts of the plant cannabis, whether growing or not, with a THC
162 concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin
163 extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture
164 or preparation of the plant, its seeds or resin. For the purposes of this chapter, "cannabis" or
165 "marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oil or
166 cake made from the seeds of the plant, any other compound, manufacture, salt, derivative,
167 mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or
168 cake, or the sterilized seed of the plant which is incapable of germination.

169 H. "Marijuana-infused products" means products that contain marijuana or marijuana extracts
170 and are intended for human use. The term "marijuana-infused products" does not include
171 useable marijuana.

172 I. "Marijuana processor" means a person licensed by the state liquor control board to process
173 marijuana into useable marijuana and marijuana-infused products, package and label useable
174 marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana
175 and marijuana-infused products at wholesale to marijuana retailers.

176 J. "Marijuana producer" means a person licensed by the state liquor control board to produce
177 and sell marijuana at wholesale to marijuana processors and other marijuana producers.

178 K. "Marijuana retailer" means a person licensed by the state liquor control board to sell useable
179 marijuana and marijuana-infused products in a retail outlet.

180 L. "Outdoors" means any location that is not "indoors" within a fully enclosed and secure
181 structure as defined herein.

182 M. "Playground" means a public outdoor recreation area for children, usually equipped with
183 swings, slides and other playground equipment, owned and/or managed by a city, county, state
184 or federal government.

185 N. "Process" means to handle or process cannabis in preparation for recreational use.

186 O. "Produce" or "production" means to manufacture, plant, cultivate, grow or harvest cannabis
187 or marijuana.

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189 and/or recreation, such as a baseball diamond or basketball court, owned and/or managed by a
190 city, county, state, federal government or metropolitan park district. "Public park" does not
191 include trails.

192 Q. "Public transit center" means a facility located outside of the public right-of-way that is owned
193 and managed by a transit agency or city, county, state or federal government for the express
194 purpose of staging people and vehicles where several bus or other transit routes converge.
195 They serve as efficient hubs to allow bus riders from various locations to assemble at a central
196 point to take advantage of express trips or other route to route transfers.

197 R. "Recreation center or facility" means a supervised center that provides a broad range of
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199 managed by a charitable nonprofit organization, city, county, state or federal government.

200 S. "Retail, marijuana" means the activity of selling usable marijuana and marijuana-infused
201 products in a retail outlet.

202 T. "Retail outlet" means a location licensed by the State Liquor Control Board for the retail sale
203 of usable marijuana and marijuana-infused products.

204 U. "Secondary school" means a high and/or middle school: a school for students who have
205 completed their primary education, usually attended by children in grades seven to 12 and
206 recognized by the Washington State Superintendent of Public Instruction.

207 V. "Usable cannabis or usable marijuana" means dried flowers of the cannabis plant. The term
208 "usable cannabis or usable marijuana" does not include marijuana-infused products or cannabis
209 products.

210 **17. 92.040 Marijuana production.**

211 A. The cultivation of marijuana is considered to be production of a product for resale. Production
212 of marijuana is limited to the Industrial zoning district,

213 and R-5 zoning district on lots 15 acres or larger in size in the R-5 district.

214 Perimeter landscaping buffering in the R-5 district shall be at least 25 feet wide,
215 exceeding the required state buffering requirements for all marijuana production
216 locations. The state currently requires an eight-foot-tall totally sight-obscuring fence,
217 wall or other screen of equal effectiveness shall be maintained around all activity areas
218 where adjacent to or across a public right-of-way from any other zone. The screening
219 requirements in Section 17.50.120 shall also apply. In the case of conflict between
220 screening requirements, the higher standards shall apply.

221 B. All marijuana production shall occur within indoor facilities. Outdoor production as may be
222 permitted by the state is expressly prohibited by this subsection.

223 **17. 92.050 Marijuana processing.**

224 The processing of marijuana is considered to be a manufacturing activity. Processing of
225 marijuana and marijuana products is limited to the Industrial zoning district

226 and R-5 zoning district on lots 15 acres or larger in size in the R-5 district.

227 Perimeter landscaping buffering in the R-5 district shall be at least 25 feet wide,
228 exceeding the required state buffering requirements for all marijuana processing
229 locations. The state currently requires an eight-foot-tall totally sight-obscuring fence,
230 wall or other screen of equal effectiveness shall be maintained around all activity areas
231 where adjacent to or across a public right-of-way from any other zone. The screening
232 requirements in Section 17.50.120 shall also apply. In the case of conflict between
233 screening requirements, the higher standards shall apply.

234 **17. 92.060 Retail marijuana sales.**

235 The sale of marijuana is a retail activity. Sale of marijuana is limited to the Central Business
236 District and Mixed Commercial zoning districts wherein retail uses are permitted.

237 **17. 92.070 Locational criteria.**

238 A. No recreational marijuana producer, processor or retail outlet may locate within 1,000 feet of
239 any of the following:

- 240 1. Elementary or secondary school;
- 241 2. Playground;
- 242 3. Recreation center or facility;
- 243 4. Child care center;
- 244 5. Public park;
- 245 6. Public transit center;
- 246 7. Library; or

247 8. Any game arcade where admission is not restricted to persons age 21 or older.

248
249 B. The subsequent establishment of a use listed in subsection (A) of this section within 1,000
250 feet of a legally established and licensed marijuana producer, processor, or retail outlet shall not
251 render the marijuana producer, processor, or retail outlet non-conforming in regard to location
252 under this chapter.

253 **17. 92.080 No city liability – Indemnification.**

254 A. By accepting a permit issued pursuant to this chapter, the licensee waives and releases the
255 city, its officers, elected officials, employees, volunteers and agents from any liability for injuries,
256 damages, or liabilities of any kind that result from any arrest or prosecution of business owners,
257 operators, employees, clients or customers for a violation of federal, state or local laws and
258 regulations.

259 B. By accepting a permit issued pursuant to this chapter, all licensees, jointly and severally, if
260 more than one, agree to indemnify, defend and hold harmless the city, its officers, elected
261 officials, employees, volunteers and agents, insurers and self-insurance pool against all liability,
262 claims and demands on account of any injury, loss or damage, including, without limitation,
263 claims arising from bodily injury, personal injury, sickness, disease, death, property loss or
264 damage, or any other loss of any kind whatsoever arising out of or in any manner connected
265 with the operation of the recreational marijuana business that is the subject of the license.

266 **17. 92.090 Limitations.**

267 A. Nothing in this chapter is intended to be, nor should be considered to be, an allowance for
268 less restricted activity that is permitted by state law and the rules and regulations of the Liquor
269 Control Board.

270 B. Nothing in this chapter is intended to be, nor should be considered to be, a limitation on the
271 city from protesting the granting of a permit(s) or the renewal of a permit(s).

272 C. No part of this chapter is intended to or shall be deemed to conflict with federal law,
273 including, but not limited to, the Controlled Substances Act, 21 U.S.C. Section 800 et seq., the
274 Uniform Controlled Substances Act (Chapter 69.50 RCW), nor to otherwise permit any activity
275 that is prohibited under either Act, or any other local, state or federal law, statute, rule or
276 regulation. Nothing in this chapter shall be construed to supersede Washington state law
277 prohibiting the acquisition, possession, manufacture, sale or use of medical cannabis or
278 recreational marijuana in any manner not authorized by Chapter 69.51A RCW or Chapter 69.50
279 RCW. Nothing in this chapter shall be construed to supersede legislation prohibiting persons
280 from engaging in conduct that endangers others, or that creates a nuisance, as defined herein.

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

283 Section Three. The moratorium enacted under Ordinance 1786-13 upon the filing of

284 applications for building permits or any other development permits, or license or the
285 establishment for any existing building or land use activity involving marijuana producers and
286 processors shall be void upon effectiveness of this ordinance.
287 Section Four. If any section, sentence, clause, or phrase of this ordinance should be held to
288 be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
289 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
290 clause, or phrase of this ordinance.

291 PASSED by majority vote of the members of the Sedro-Woolley City Council this
292 day of January, 2014, and signed in authentication of its passage this _____ day of
293 _____ , 2014.

294

295

296 By _____

297 MIKE ANDERSON, Mayor

298

299

300

301 Attest: _____

302 PATSY NELSON, Finance Director

303

304 Approved as to form:

305

306

307 _____

308 ERON BERG, City Attorney

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310 Published:

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314 _____