

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

February 12, 2014

7:00 PM

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

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar1-109

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
(Including January 31, 2014 Special Meeting and February 5, 2014 Work Session)
- c. Finance
 - Claim Checks #178576 to 178702 in the amount of \$173,558.20
(Void Check #178574 & 178575)
 - Payroll Checks #58015 to #58033 plus EFT's in the amount of \$255,565.37
- d. Professional Services Agreements for Miscellaneous On-Call Professional Services
- e. Possible Bid Award - Public Works Agreement Nos. 2014-PW-11 - 2014 Annual On-Call Plumbing Services
- f. Proposed Purchase Order No. 2014-PO-03 with Rodda Paint
- g. Request for Out of State Travel - Library
- 4. Special Presentation – Carl Strom Memorial from Sedro-Woolley Police Department Retiree Group
- 5. 2013 Helping Hands Food Bank Service Report by Rick Judd
- 6. Public Comment.....111

PUBLIC HEARING

- 7. Recreation Marijuana Producers and Processors (2nd reading, action requested).....113-154

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

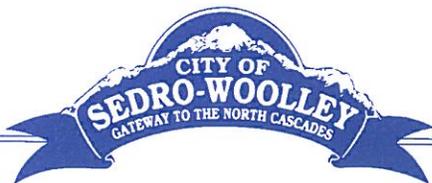
- 8. Minor contracts approved under SWMC 2.104.060 (if any)

EXECUTIVE SESSION

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

FEB 12 2014

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



DATE: February 12, 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 February 12, 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.

FEB 12 2014

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
January 22, 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: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiberger, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #78374 to #78465 in the amount of \$288,375.35 (Void Check #78417-78420 and #78457 – 78458)
 - Claim Checks #178501 – 178573 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
- Planning Commission Appointments
- Misc. Annual Contracts/Agreements
- Professional Services Agreements for Miscellaneous On-Call Professional Services
- TIB Fuel Tax Grant Distribution Agreement No. PW-126(P03)-1 SR20; SR9 to Harrison
- Final Acceptance – Contract 2013-PW-02 SR 9 Pedestrian/Bicycle Safety Improvements Project – Faber Construction
- Proposed Purchase Order No. 2014-PO-02 with Sound Ocean Metal Fabricators Ltd.

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

Public Comment

Jeanne McLennan – President of Sedro Woolley Loggerodeo presented the City with a donation of \$3,000.00 towards the flower program on behalf of Loggerodeo.

NEW BUSINESS

Recreational Marijuana Producers and Processors

Planning Director Coleman presented background and information on the Planning Commissions review of zoning for Recreational Marijuana Producers and Processors. He noted the state rules apply but the city also has the option to regulate where producers and processors might be located. A public hearing was held with the recommendation to limit producers and processors to the industrial zone and defines certain topics that are related. The proposed ordinance is based on the Planning Commission recommendation. Coleman noted that since that time an interested business has not been able to find suitable land based on the proposed ordinance. Jennifer Aylor of Eldred & Associates, who represents a producer and processor that is seeking a location in the city, submitted an alternate ordinance for Council consideration.

Leah Kincaid addressed the Council on behalf of a group of investors noting that they are very heartfelt in bringing the industry to the community. She noted the partners are business owners with plans to bring 200 living wage jobs to the community with parts of the industry being taxed.

Kincaid entertained Council questions to include employment, security barriers, landscaping, business goal is to have the community happy with their business, industrial style of business, size of facility, projected cost, accredited investors, location of major sales, utility tax revenue and length of project.

Michael Drexler addressed Council questions regarding wastewater issues, run off, reuse of water, air scrubbers, noise impacts and wages.

George Walner – questioned if there would be any increased pressure to the Police personnel with this type of industry.

Kincaid and Drexler also addressed security, security checks with clearance by the Liquor Control Board and location options.

City Supervisor/Attorney Berg – recommended to Council to hold a public hearing regarding the alternative ordinance.

Council comments included precinct outcome of the vote for marijuana and voting on placement.

Councilmember Wagoner moved to have a public hearing at the next Council meeting to consider the alternative ordinance. Councilmember Sandström seconded.

Councilmember Loy spoke against placement within the R-5 zoning and suggested rezoning to industrial.

Further discussion ensued regarding local economy, issues with police staffing due to lack of funding and not wanting to raise taxes.

Tony Splane – 714 Sapp Rd., spoke against locating this type of business within the city and spoke of the consequences to employees in testing positive for drugs and questioned city policy.

Motion carried (6-1 Councilmember Loy opposed).

Legislative Agenda

City Supervisor/Attorney Berg reviewed the Legislative Agenda for the upcoming AWC Conference to be held January 29 – 30, with Councilmembers Sandström, Loy, Koenegay and Kinzer attending as well as staff members Berg and Freiburger.

Berg reviewed topics to address with the legislatures which include felony jail medical, recreational marijuana and Northern State Hospital.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Minor Contracts Approved Under SWMC 2.140.060

Police Chief Wood – reported on the demolition of a mobile home on Curtis Street. He noted this was part of the ongoing battle targeting low level drug traffickers.

Fire Chief Klinger – reported on a conversation with the Washington State Survey Rating Bureau and stated he should hear back by next week of the results of their visit.

Planning Director Coleman – announced that the next worksession is scheduled to be a Joint Planning Commission and Council worksession. He will be presenting information regarding the 2014 Comp Plan docket. He also addressed the upcoming 2016 County update and having a policy discussion regarding the Urban Growth Area.

Public Works Director Freiburger – updated Council on potential grant opportunities, project ranking and progress on submitted grants. He also reported on the Fruitdale Road slide area. The slide area is expanding and they are trying to come up with a solution.

City Supervisor/Attorney Berg – discussed the upcoming Council retreat to be held January 31st, 9:30 – 1:30 at City Hall, Room 202. Berg also updated Council regarding the Police Department infrastructure.

Finance Director Nelson – reported the first payroll and accounts payable have been completed in the new system. She also noted she has been busy closing out 2013.

Councilmember Sandström – reported he watched the house being demolished. He also thanked the Planning Commission for their hard work.

Councilmember Lemley – informed Public Works Director of an asphalt patch in the sidewalk in front of Inspire Church. He also announced -- Go Seahawks!

Councilmember Wagoner – commented on grant funding the City has received due to the hard work of Public Works Director Freiburger and Staff. Public Works Director received a round of applause.

Councilmember Kornegay – announced the upcoming Boys and Girls Club Fundraiser this coming Saturday.

Mayor Anderson – questioned Council regarding their opinion on the City hiring related employees. Some discussion followed.

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

The meeting adjourned at 8:04 P.M.

FEB 12 2014

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

CITY OF SEDRO-WOOLLEY

Special Meeting of the City Council – Council Retreat
January 31, 2014 – Municipal Training Room

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg

Mayor Anderson called the meeting to order at 9:05 A.M.

City Supervisor/Attorney Berg presented a power point presentation on the current State of Affairs and Fiscal Condition of the City.

Council discussion followed regarding business development as well as impact fees and sewer connection fees.

Council was interested in inviting the new Rural Partial Library District to attend a Council meeting and provide a briefing on their status.

Council had lunch delivered.

The retreat discussion then moved to the 2014/2015 Council Priorities and Strategic Plan per the attached list.

Councilmember Lemley left at 12:53 P.M. and Councilmember Wagoner left at 1:20 P.M.

The retreat adjourned at 1:50 P.M.

2014-2015 Council priorities/strategic plan

Business development:

- Advantage businesses with reduced or eliminated impact fees?
- Direct sales/recruitment of new businesses?
- Staffing a business liaison?
- Attract targeted businesses: Who? How?
- What tools exist to attract/incentivize businesses?
- Obstacles to development: impact fees, permitting process, perceived unfriendliness at the permit counter, past issues with city.
- Invite SICBA/realtors/chamber/others to participate in an open house meeting?
- Evaluation survey post-contact with planning department.

- Sedro-Woolley booth at trade shows.
- Council outreach to local businesses: what can the city do to help retain or grow businesses in the city? Identify 10-12 businesses per councilmember and provide list with questions.

Possible revenue sources:

- Local option car tabs for road maintenance;
- Accessory dwelling units (ADU);
- Property taxes;
- Utility taxes on city utilities;
- Stormwater rate increase to end property tax subsidy;
- Renting city facilities at museum/convert to office space;
- More special events – music festival;

Future topics:

- Public Works Update
- Invite rural partial library district to provide status report to the city council
- Number of cities in similar population range with and without libraries?
- Provide details on local option transportation funding

Quality of life:

- SWPD staffing. Provide chart of existing with needs (optimum staffing).
- Family friendly amenities.

How does the council continue this conversation?

FEB 12 2014

CITY OF SEDRO-WOOLLEY

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 35

Joint Council/Planning Commission Worksession
February 5, 2014 – 7:00 P.M. – Public Safety Training Room

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

Flag Salute

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Planning Commission: Stephanie Lokkebo, Judith Dunn Lee, Chuck Owen and Pat Huggins. Staff: City Supervisor/Attorney Berg, Planning Director Coleman.

Proposed Comprehensive Plan Amendments – 2014 Docket

- Planning Director Coleman presented the proposed comprehensive plan amendments for 2014. He noted the Housing Element is at Commerce for review by the state. The remaining elements are Capital Facilities, Transportation and Land Use. The focus of 2014 will be the Capital Facilities Element. Transportation will be in 2015 with the assistance of a consultant. The Land Use Element has to wait for more work on the Skagit County Comp Plan Update.
- Coleman asked if the docket should be left open until June for rezones. Councilmember Sandström asked if the industrial zone near the high school might benefit from the transitional mixed use overlay zone. Discussion followed. Mayor Anderson asked why the overlay wouldn't be extended to all mixed commercial and industrial zones.

Councilmember Sandström moved to direct consideration of the mixed commercial overlay in the industrial zone south of the high school. Seconded by Councilmember Loy.

- Mayor Anderson asked about the location. Councilmember Sandström clarified that he is talking about the land south of the Sedro-Woolley High School and east of Skagit County's land.

Motion carried (7-0).

- Mayor Anderson asked about the industrial property to the west.

Councilmember Loy moved to docket consideration of the transitional mixed commercial on all industrial zones. Seconded by Councilmember Sandström. Motion carried (7-0).

- Councilmember Galbraith asked about accessory dwelling units with Coleman stating the Planning Commission recommendation would be forthcoming.
- City Supervisor/Attorney Berg questioned industrial expansion in the City and Urban Growth Area north of East Jones Road.

Councilmember Sandström moved to docket the area North of East Jones Road for consideration of industrial zoning. Seconded by Councilmember Wagner. Motion carried (7-0).

2016 County Comprehensive Plan Update – Introduction

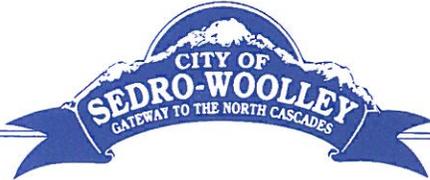
- Planning Director Coleman discussed the County Comp Plan. He addressed the population forecasts that were in the packet and asked about the City's interest in accepting future population allocations. Planning Commissioner Huggins stated that we need commercial and Industrial to accompany new residential. Councilmember Kornegay asked about future parks. Discussion followed about development of parks and a possible pay-in-lieu program. Councilmember Kinzer asked if the Basset Road landfill could be reused as a park.
- Coleman summarized Item B. Mayor Anderson asked about any other issues.
- Councilmember Wagoner raised the issue of a police citizens patrol and stated that a program is still in the works.

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

The Worksession adjourned at 8:25 P.M.

FEB 12 2014

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



DATE: February 12, 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 February 12, 2014.

Motion to approve Claim Checks #178576-178702 in the amount of \$173,558.20. (Void Check #178574&178575).

Motion to approve Payroll Checks #58015 to #58033 plus EFT'S in the amount of \$255,565.37.

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.

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:15:40 Date: 02/07/2014

MCAG #:

02/12/2014 To: 02/12/2014

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
820	02/12/2014	Claims	1	178576	APSCO Inc	217.47	
					401 - 535 50 48 020 - Maint Of Pumping Equip	217.47	
821	02/12/2014	Claims	1	178577	AT & T	112.38	
					001 - 512 50 42 020 - Telephone	0.56	
					001 - 513 10 42 020 - Telephone	2.25	
					001 - 514 23 42 020 - Telephone	13.49	
					001 - 515 30 42 001 - Telephone	14.61	
					001 - 518 80 42 020 - Telephone	0.56	
					001 - 521 20 42 020 - Telephone	56.19	
					001 - 522 20 42 020 - Telephone	10.11	
					001 - 524 20 42 020 - Telephone	0.56	
					401 - 535 80 42 020 - Telephone	2.25	
					412 - 537 80 42 020 - Telephone	1.12	
					001 - 558 60 42 020 - Telephone	2.25	
					105 - 572 20 42 020 - Telephone	0.56	
					001 - 595 10 42 020 - Telephone	7.87	
822	02/12/2014	Claims	1	178578	ATV Accessories	390.60	
					412 - 537 80 41 000 - Professional Services	390.60	
823	02/12/2014	Claims	1	178579	Advanced Towing	217.00	
					001 - 521 20 41 001 - Professional Services	217.00	
824	02/12/2014	Claims	1	178580	All-Phase Electric	363.34	
					103 - 542 30 31 000 - Operating Supplies	221.77	
					103 - 542 30 31 000 - Operating Supplies	141.57	
825	02/12/2014	Claims	1	178581	Alpine Fire & Safety	205.61	
					401 - 535 80 35 010 - Safety Equipment	205.61	
826	02/12/2014	Claims	1	178582	Aramark Uniform Services	38.52	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.23	
					103 - 542 30 49 000 - Misc-laundry	4.61	
					103 - 542 30 49 000 - Misc-laundry	4.61	
					103 - 542 30 49 000 - Misc-laundry	4.61	
827	02/12/2014	Claims	1	178583	Assoc Petroleum Products	3,092.93	
					001 - 518 20 32 000 - Auto Fuel	126.48	
					001 - 521 20 32 000 - Auto Fuel	1,632.28	
					001 - 522 20 32 000 - Auto Fuel/diesel	585.82	
					401 - 535 80 32 000 - Auto Fuel/diesel	177.74	
					103 - 542 30 32 000 - Auto Fuel/diesel	217.34	
					103 - 542 30 32 000 - Auto Fuel/diesel	346.25	
					101 - 576 80 32 000 - Auto Fuel/diesel	7.02	
828	02/12/2014	Claims	1	178584	Bay City Supply	223.45	
					401 - 535 80 31 010 - Operating Supplies	27.13	
					101 - 576 80 48 021 - Equipment	196.32	
829	02/12/2014	Claims	1	178585	Eron Berg	8.00	
					001 - 511 60 43 000 - Travel	8.00	
830	02/12/2014	Claims	1	178586	Blumenthal Uniform & Equip	546.54	
					001 - 521 20 26 000 - Uniforms/accessories	36.13	
					001 - 521 20 26 000 - Uniforms/accessories	441.02	
					001 - 521 20 26 000 - Uniforms/accessories	69.39	
831	02/12/2014	Claims	1	178587	Board For Volunteer Firefighters	2,520.00	
					001 - 522 20 23 001 - Pers Retirement	2,520.00	

CHECK REGISTER

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MCAG #:

02/12/2014 To: 02/12/2014

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
832	02/12/2014	Claims	1	178588	Boulder Park Inc	6,015.29	
					401 - 535 80 35 020 - Solids Handling	6,015.29	
833	02/12/2014	Claims	1	178589	Capital Industries Metal Fabricators	5,436.68	
					412 - 537 80 34 000 - Containers	5,436.68	
834	02/12/2014	Claims	1	178590	Capital One Commercial	178.59	
					001 - 517 90 43 002 - Employee Wellness (meals)	98.90	
					001 - 522 20 31 000 - Operating Supplies	79.69	
835	02/12/2014	Claims	1	178591	Cascade Natural Gas Corp	4,523.96	
					001 - 522 50 47 000 - Public Utilities	430.72	
					401 - 535 80 47 000 - Public Utilities	212.77	
					412 - 537 80 47 000 - Public Utilities	446.84	
					103 - 542 63 47 000 - Public Utilities	81.73	
					103 - 542 63 47 000 - Public Utilities	50.41	
					105 - 572 20 47 000 - Public Utilities	288.47	
					101 - 576 80 47 010 - Community Ctr	138.63	
					101 - 576 80 47 020 - Senior Center	320.71	
					101 - 576 80 47 050 - Hammer Square	103.54	
					101 - 576 80 47 052 - Bingham Caretaker	117.61	
					101 - 576 80 47 052 - Bingham Caretaker	42.85	
					101 - 576 80 47 070 - City Hall	2,289.68	
836	02/12/2014	Claims	1	178592	Central Welding Supply	225.56	
					412 - 537 80 31 000 - Operating Supplies	225.56	
837	02/12/2014	Claims	1	178593	Cenveo	163.47	
					001 - 521 20 31 002 - Office/operating Supplies	163.47	
838	02/12/2014	Claims	1	178594	Chemsearch	124.56	
					401 - 535 50 48 040 - Maintenance Of Vehicles	124.56	
839	02/12/2014	Claims	1	178595	Cities Insurance Assoc	1,085.53	
					001 - 515 30 46 000 - Insurance	0.80	
					001 - 521 20 41 001 - Professional Services	434.84	
					001 - 522 50 46 000 - Insurance	278.79	
					401 - 535 80 46 000 - Insurance	138.71	
					401 - 535 80 46 000 - Insurance	36.05	
					412 - 537 80 46 000 - Insurance	3.20	
					103 - 543 30 46 000 - Insurance	191.54	
					101 - 576 80 46 000 - Insurance	0.80	
					001 - 595 10 46 000 - Insurance	0.80	
840	02/12/2014	Claims	1	178596	Collins Office Supply Inc	196.93	
					001 - 514 23 31 000 - Supplies	157.94	
					001 - 514 23 31 000 - Supplies	38.99	
841	02/12/2014	Claims	1	178597	Comcast	130.70	
					001 - 518 80 42 021 - Internet Services	130.70	
842	02/12/2014	Claims	1	178598	Correctional Industries	52.17	
					001 - 595 10 31 000 - Supplies	52.17	
843	02/12/2014	Claims	1	178599	Data Base Records Destruction LLC	109.08	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 514 23 31 000 - Supplies	22.39	
					001 - 521 20 31 002 - Office/operating Supplies	44.78	
					001 - 524 20 31 000 - Off/oper Supps & Books	6.50	
					001 - 558 60 31 000 - Supplies/books	6.51	
					001 - 595 10 31 000 - Supplies	6.51	

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City Of Sedro-Woolley

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MCAG #:

02/12/2014 To: 02/12/2014

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
844	02/12/2014	Claims	1	178600	Day Wireless Systems Inc	1,377.95	
					001 - 521 10 48 000 - Repair/maintenance-equip	1,377.95	
845	02/12/2014	Claims	1	178601	Domino's Pizza LLC #7052	92.97	
					101 - 576 80 31 001 - Operating Sup - Riverfront	92.97	
846	02/12/2014	Claims	1	178602	Dwayne Lane's North Cascade Ford	90.19	
					001 - 521 20 48 010 - Repair & Maint - Auto	79.36	
					001 - 522 20 48 000 - Repairs/maint-equip	10.83	
847	02/12/2014	Claims	1	178603	E & E Lumber	710.37	
					001 - 522 50 48 010 - Repairs/maint-dorm	33.65	
					001 - 522 50 48 010 - Repairs/maint-dorm	23.96	
					001 - 522 50 48 010 - Repairs/maint-dorm	17.48	
					001 - 522 50 48 020 - Repair/maint-garage	15.46	
					001 - 522 50 48 020 - Repair/maint-garage	21.80	
					001 - 523 20 31 000 - Office/operating Supplies	15.27	
					001 - 523 20 31 000 - Office/operating Supplies	21.40	
					412 - 537 80 31 000 - Operating Supplies	25.94	
					412 - 537 80 31 000 - Operating Supplies	98.49	
					412 - 537 80 31 000 - Operating Supplies	1.73	
					412 - 537 80 31 000 - Operating Supplies	6.41	
					101 - 576 80 31 001 - Operating Sup - Riverfront	9.16	
					101 - 576 80 31 001 - Operating Sup - Riverfront	11.21	
					101 - 576 80 31 001 - Operating Sup - Riverfront	33.62	
					101 - 576 80 31 002 - Operating Sup - Rv Park	67.25	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	11.71	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	32.09	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	30.38	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	-51.83	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	35.67	
					101 - 576 80 31 006 - Operating Sup - City Hall	17.32	
					101 - 576 80 31 006 - Operating Sup - City Hall	-15.09	
					101 - 576 80 31 008 - Operating Sup - Memorial	67.25	
					101 - 576 80 31 009 - Operating Sup - Bingham Par	44.83	
					101 - 576 80 31 012 - Operating Sup - Hammer	27.53	
					101 - 576 80 35 000 - Small Tools & Minor Equip	30.05	
					101 - 576 80 48 001 - Riverfront	25.26	
					101 - 576 80 48 016 - City Hall	28.29	
					101 - 576 80 48 016 - City Hall	18.99	
					111 - 594 21 64 111 - Kennel Improvements	5.09	
848	02/12/2014	Claims	1	178604	Edge Analytical Inc	293.00	
					401 - 535 80 41 000 - Professional Services	129.00	
					401 - 535 80 41 000 - Professional Services	47.00	
					401 - 535 80 41 000 - Professional Services	35.00	
					401 - 535 80 41 000 - Professional Services	47.00	
					401 - 535 80 41 000 - Professional Services	35.00	
849	02/12/2014	Claims	1	178605	Electronic Distributing Inc	58.43	
					401 - 535 50 48 050 - Maint Of General Equip	58.43	
850	02/12/2014	Claims	1	178606	Emergency Medical Products Inc	873.64	
					001 - 522 20 31 000 - Operating Supplies	487.49	
					001 - 522 20 31 000 - Operating Supplies	21.90	
					001 - 522 20 31 000 - Operating Supplies	364.25	
851	02/12/2014	Claims	1	178607	Enterprise Office Systems	52.25	
					001 - 514 23 31 000 - Supplies	52.25	
852	02/12/2014	Claims	1	178608	Fastenal Company	214.37	

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02/12/2014 To: 02/12/2014

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 50 48 050		Maint Of General Equip	33.66	
			401 - 535 50 48 050		Maint Of General Equip	169.93	
			412 - 537 80 31 000		Operating Supplies	10.78	
853	02/12/2014	Claims	1	178609	Frontier		1,034.19
			001 - 521 20 42 020		Telephone	57.74	
			001 - 521 20 42 020		Telephone	49.55	
			001 - 522 20 42 020		Telephone	140.41	
			401 - 535 80 42 020		Telephone	223.93	
			102 - 536 20 42 020		Telephone	68.60	
			412 - 537 80 42 020		Telephone	88.67	
			105 - 572 20 42 020		Telephone	138.56	
			101 - 576 80 47 010		Community Ctr	90.14	
			101 - 576 80 47 070		City Hall	61.11	
			101 - 576 80 47 070		City Hall	115.48	
854	02/12/2014	Claims	1	178610	Glenn Gardner		130.20
			001 - 521 20 48 010		Repair & Maint - Auto	130.20	
855	02/12/2014	Claims	1	178611	Generator Services NW		461.13
			401 - 535 50 48 050		Maint Of General Equip	461.13	
856	02/12/2014	Claims	1	178612	Grainger Parts		20.18
			101 - 576 80 48 005		Senior Center	20.18	
857	02/12/2014	Claims	1	178613	Great America Financial Svcs		140.26
			105 - 572 20 48 020		Repair/maintenance-equip	140.26	
858	02/12/2014	Claims	1	178614	Hach Company		446.42
			401 - 535 80 31 010		Operating Supplies	446.42	
859	02/12/2014	Claims	1	178615	Home Depot Credit Services		449.11
			001 - 522 50 48 010		Repairs/maint-dorm	148.10	
			001 - 522 50 48 010		Repairs/maint-dorm	113.06	
			001 - 522 50 48 010		Repairs/maint-dorm	159.11	
			001 - 522 50 48 010		Repairs/maint-dorm	-31.82	
			412 - 537 80 31 000		Operating Supplies	60.66	
860	02/12/2014	Claims	1	178616	Honey Bucket		75.00
			101 - 576 80 47 090		Portable Toilets	75.00	
861	02/12/2014	Claims	1	178617	Informa Uk LTD		48.00
			105 - 594 72 64 000		Books & Materials	48.00	
862	02/12/2014	Claims	1	178618	Ingram Library Services		325.59
			105 - 594 72 64 000		Books & Materials	85.17	
			105 - 594 72 64 000		Books & Materials	26.22	
			105 - 594 72 64 000		Books & Materials	214.20	
863	02/12/2014	Claims	1	178619	Int'l Assoc Of Chiefs		120.00
			001 - 521 20 49 010		Dues/subscriptions	120.00	
864	02/12/2014	Claims	1	178620	Leo Jacobs		85.00
			412 - 537 80 31 000		Operating Supplies	85.00	
865	02/12/2014	Claims	1	178621	Ronald John		944.10
			001 - 521 20 27 000		Retired Medical	944.10	
866	02/12/2014	Claims	1	178622	KCDA Purchasing Cooperative		189.56
			001 - 521 20 31 002		Office/operating Supplies	15.34	
			001 - 522 20 31 010		Office Supplies	15.33	
			001 - 524 20 31 000		Off/oper Supps & Books	52.97	
			001 - 558 60 31 000		Supplies/books	52.96	
			001 - 595 10 31 000		Supplies	52.96	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:15:40 Date: 02/07/2014

MCAG #:

02/12/2014 To: 02/12/2014

Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
867	02/12/2014	Claims	1	178623	Kevin Kesti	516.46	
					101 - 576 80 48 004 - Community Center	516.46	
868	02/12/2014	Claims	1	178624	LEIRA	120.00	
					001 - 521 20 49 010 - Dues/subscriptions	120.00	
869	02/12/2014	Claims	1	178625	Lakeside Industries	1,313.58	
					103 - 542 30 48 000 - Repair/maint-streets	1,313.58	
870	02/12/2014	Claims	1	178626	Language Exch Inc (The)	232.00	
					001 - 512 50 41 040 - Language Interpreter	232.00	
871	02/12/2014	Claims	1	178627	Loggers And Contractors	325.89	
					001 - 523 20 31 000 - Office/operating Supplies	50.06	
					401 - 535 50 48 010 - Maintenance Of Lines	207.43	
					103 - 542 30 35 000 - Small Tools/minor Equip	11.07	
					103 - 542 30 48 010 - Repair/maintenance-equip	57.33	
872	02/12/2014	Claims	1	178628	Mac & Mac Electric Co. Inc.	7,081.39	
					401 - 535 50 48 050 - Maint Of General Equip	7,081.39	
873	02/12/2014	Claims	1	178629	Martin Marietta Materials	2,671.68	
					401 - 535 50 48 010 - Maintenance Of Lines	175.21	
					401 - 535 50 48 010 - Maintenance Of Lines	368.55	
					103 - 542 30 48 000 - Repair/maint-streets	502.88	
					103 - 542 30 48 000 - Repair/maint-streets	1,625.04	
874	02/12/2014	Claims	1	178630	McLoughlin & Eardley Corp	199.42	
					001 - 521 20 48 010 - Repair & Maint - Auto	20.23	
					001 - 594 21 64 010 - Vehicles	179.19	
875	02/12/2014	Claims	1	178631	Mid-American Research Chem	220.33	
					401 - 535 50 48 010 - Maintenance Of Lines	220.33	
876	02/12/2014	Claims	1	178632	Adrian Mintz	49.30	
					001 - 522 20 31 000 - Operating Supplies	49.30	
877	02/12/2014	Claims	1	178633	Jack R Moore	1,501.44	
					001 - 524 20 41 000 - Professional Services	1,501.44	
878	02/12/2014	Claims	1	178634	City Of Mount Vernon	4,479.60	
					001 - 521 20 51 020 - Spillman System	2,329.39	
					001 - 522 20 51 000 - Central Dispatch	2,150.21	
879	02/12/2014	Claims	1	178635	Municipal Research & Svc Center	120.00	
					001 - 595 10 49 000 - Dues/memberships	120.00	
880	02/12/2014	Claims	1	178636	N C Machinery Co	59.72	
					103 - 542 30 48 010 - Repair/maintenance-equip	59.72	
881	02/12/2014	Claims	1	178637	NAEYC	109.00	
					105 - 572 20 34 001 - Early Literacy Program	109.00	
882	02/12/2014	Claims	1	178638	Newman Signs Inc	3,410.94	
					103 - 542 64 31 004 - Street Sign Materials	3,410.94	
883	02/12/2014	Claims	1	178639	North Coast Electric Co	15.54	
					401 - 535 50 48 050 - Maint Of General Equip	15.54	
884	02/12/2014	Claims	1	178640	Office Depot	117.08	
					001 - 524 20 31 000 - Off/oper Supps & Books	5.75	
					001 - 524 20 31 000 - Off/oper Supps & Books	33.28	
					001 - 558 60 31 000 - Supplies/books	5.74	
					001 - 558 60 31 000 - Supplies/books	33.28	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:15:40 Date: 02/07/2014

MCAG #:

02/12/2014 To: 02/12/2014

Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 595 10 31 000		Supplies	5.75	
			001 - 595 10 31 000		Supplies	33.28	
885	02/12/2014	Claims	1	178641	Oliver-Hammer Clothes		390.53
			412 - 537 80 31 000		Operating Supplies	157.30	
			103 - 542 30 35 010		Safety Equipment	124.75	
			101 - 576 80 35 010		Safety Equipment	108.48	
886	02/12/2014	Claims	1	178642	Owen Equipment Company		1,049.96
			103 - 542 30 48 010		Repair/maintenance-equip	1,049.96	
887	02/12/2014	Claims	1	178643	Pacific Power Batteries		214.81
			001 - 518 20 48 000		Repair & Maintenance	226.81	
			412 - 537 80 31 000		Operating Supplies	-12.00	
888	02/12/2014	Claims	1	178644	Pat Rimmer Tire Ctr Inc		4,192.11
			001 - 521 20 48 010		Repair & Maint - Auto	151.85	
			001 - 521 20 48 010		Repair & Maint - Auto	162.70	
			109 - 521 20 48 109		Repair & Maint - Auto	594.95	
			001 - 522 20 48 000		Repairs/maint-equip	1,073.40	
			412 - 537 50 48 000		Repairs/maint-equip	485.04	
			412 - 537 50 48 000		Repairs/maint-equip	103.08	
			412 - 537 50 48 000		Repairs/maint-equip	50.72	
			412 - 537 50 48 000		Repairs/maint-equip	16.28	
			412 - 537 50 48 000		Repairs/maint-equip	50.94	
			412 - 537 50 48 000		Repairs/maint-equip	41.10	
			103 - 542 30 48 010		Repair/maintenance-equip	168.29	
			103 - 542 30 48 010		Repair/maintenance-equip	1,363.29	
			101 - 576 80 35 000		Small Tools & Minor Equip	-69.53	
889	02/12/2014	Claims	1	178645	Petty Cash-Debra Peterson		79.98
			105 - 572 20 31 010		Supplies	21.23	
			105 - 572 20 42 010		Postage	14.34	
			105 - 594 72 64 000		Books & Materials	44.41	
890	02/12/2014	Claims	1	178646	Platt		26.96
			401 - 535 50 48 050		Maint Of General Equip	26.96	
891	02/12/2014	Claims	1	178647	Sherry Pleasant		100.00
			102 - 343 60 00 000		Cemetery Fees	-100.00	
892	02/12/2014	Claims	1	178648	Public Utility Dis No1		1,262.12
			001 - 521 20 47 000		Public Utilities	20.80	
			001 - 522 50 47 000		Public Utilities	191.24	
			401 - 535 80 47 000		Public Utilities	300.48	
			102 - 536 20 47 000		Public Utilities	54.70	
			412 - 537 80 47 000		Public Utilities	44.02	
			103 - 542 63 47 000		Public Utilities	50.80	
			105 - 572 20 47 000		Public Utilities	30.97	
			101 - 576 80 47 000		Riverfront	152.97	
			101 - 576 80 47 050		Hammer Square	115.21	
			101 - 576 80 47 051		Bingham / Memorial	37.24	
			101 - 576 80 47 053		Other Utilities	44.02	
			101 - 576 80 47 070		City Hall	219.67	
893	02/12/2014	Claims	1	178649	Puget Sound Energy		18,787.24
			001 - 521 20 47 000		Public Utilities	53.65	
			001 - 522 50 47 000		Public Utilities	262.49	
			425 - 531 50 47 000		Public Utilities	286.44	
			401 - 535 80 47 000		Public Utilities	12,041.87	
			102 - 536 20 47 000		Public Utilities	153.44	
			412 - 537 80 47 000		Public Utilities	296.46	
			103 - 542 63 47 000		Public Utilities	183.90	
			103 - 542 63 47 000		Public Utilities	9.91	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:15:40 Date: 02/07/2014

MCAG #:

02/12/2014 To: 02/12/2014

Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 63 47 000		Public Utilities	241.25	
			103 - 542 63 47 000		Public Utilities	717.76	
			108 - 557 30 41 000		Advertising	75.29	
			105 - 572 20 47 000		Public Utilities	235.28	
			101 - 576 80 47 000		Riverfront	615.16	
			101 - 576 80 47 010		Community Ctr	372.91	
			101 - 576 80 47 020		Senior Center	474.39	
			101 - 576 80 47 040		Train	96.61	
			101 - 576 80 47 050		Hammer Square	258.61	
			101 - 576 80 47 052		Bingham Caretaker	40.73	
			101 - 576 80 47 052		Bingham Caretaker	23.13	
			101 - 576 80 47 070		City Hall	2,347.96	
894	02/12/2014	Claims	1	178650	Reliable Office Supply	93.63	
			001 - 521 20 31 002		Office/operating Supplies	93.63	
895	02/12/2014	Claims	1	178651	Rene's World	75.81	
			101 - 576 80 41 000		Professional Services	75.81	
896	02/12/2014	Claims	1	178652	Ricoh USA Inc	331.38	
			001 - 521 20 48 000		Repairs & Maintenance	89.74	
			001 - 521 20 48 000		Repairs & Maintenance	75.95	
			001 - 522 20 45 000		Equipment Lease	75.95	
			001 - 522 20 48 000		Repairs/maint-equip	89.74	
897	02/12/2014	Claims	1	178653	Robert Ruby	500.00	
			001 - 322 10 01 000		Planning Permits	-500.00	
898	02/12/2014	Claims	1	178654	SCADA & Controls Engineering Inc	560.00	
			401 - 535 80 41 000		Professional Services	560.00	
899	02/12/2014	Claims	1	178655	Douglas Salyer	1,294.80	
			001 - 521 20 27 000		Retired Medical	1,294.80	
900	02/12/2014	Claims	1	178656	Scientific Supply	428.89	
			401 - 535 80 31 010		Operating Supplies	137.77	
			401 - 535 80 31 010		Operating Supplies	153.88	
			401 - 535 80 31 010		Operating Supplies	137.24	
901	02/12/2014	Claims	1	178657	Secretary Of State	1,609.89	
			105 - 572 20 42 025		Internet	1,609.89	
902	02/12/2014	Claims	1	178658	Sedgwick Cms	1,703.72	
			001 - 511 60 21 001		Industrial Insurance	1.89	
			001 - 512 50 21 001		Industrial Insurance	3.75	
			001 - 513 10 21 001		Industrial Insurance	3.32	
			001 - 514 23 21 001		Industrial Insurance	5.41	
			001 - 515 30 21 001		Industrial Insurance	0.95	
			001 - 518 80 21 001		Industrial Insurance	3.46	
			001 - 521 10 21 001		Industrial Insurance	12.49	
			001 - 521 20 21 001		Industrial Insurance	449.32	
			001 - 522 20 21 001		Industrial Insurance	303.52	
			001 - 524 20 21 001		Industrial Insurance	1.66	
			425 - 531 50 21 001		Industrial Insurance	92.25	
			401 - 535 80 21 001		Industrial Insurance	298.25	
			102 - 536 20 21 001		Industrial Insurance	36.96	
			412 - 537 80 21 001		Industrial Insurance	186.95	
			103 - 542 30 21 001		Industrial Insurance	97.37	
			103 - 543 30 21 001		Industrial Insurance	1.04	
			501 - 548 30 21 001		Industrial Insurance	33.20	
			001 - 558 60 21 001		Industrial Insurance	6.28	
			105 - 572 20 21 001		Industrial Insurance	21.73	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:15:40 Date: 02/07/2014

MCAG #:

02/12/2014 To: 02/12/2014

Page: 8

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 21 001		Industrial Insurance	130.21	
			001 - 595 10 21 001		Industrial Insurance	13.71	
903	02/12/2014	Claims	1	178659	Sedro-Woolley Auto Parts		893.76
			401 - 535 50 48 040		Maintenance Of Vehicles	24.98	
			102 - 536 20 31 010		Operating Supplies	19.52	
			102 - 536 20 48 040		Repair/maint-equip & Bldg	21.52	
			412 - 537 80 31 000		Operating Supplies	56.40	
			412 - 537 80 31 000		Operating Supplies	171.45	
			103 - 542 30 31 000		Operating Supplies	127.09	
			103 - 542 30 48 010		Repair/maintenance-equip	117.72	
			103 - 542 30 48 010		Repair/maintenance-equip	9.09	
			103 - 542 30 48 010		Repair/maintenance-equip	3.84	
			103 - 542 30 48 010		Repair/maintenance-equip	132.50	
			501 - 548 30 31 000		Operating Supplies	34.19	
			501 - 548 30 31 000		Operating Supplies	115.88	
			101 - 576 80 48 021		Equipment	8.45	
			101 - 576 80 48 021		Equipment	51.13	
904	02/12/2014	Claims	1	178660	Sedro-Woolley Chamber Of		2,000.00 Gold Kinsey Circle Membership
			001 - 513 10 49 010		Dues & Subscriptions	2,000.00	
905	02/12/2014	Claims	1	178661	Sedro-Woolley Volunteer		8,734.00
			001 - 522 20 11 010		Salaries-volunteers	8,734.00	
906	02/12/2014	Claims	1	178662	Signature Forms Inc		1,041.76
			001 - 511 60 31 000		Supplies	43.19	
			001 - 512 50 31 000		Supplies	4.32	
			001 - 513 10 31 000		Supplies	4.32	
			001 - 514 23 31 000		Supplies	609.82	
			001 - 514 23 31 000		Supplies	30.24	
			001 - 515 30 31 000		Office Supplies	4.32	
			001 - 518 80 31 000		Office/operating Supplies	4.32	
			001 - 521 20 31 002		Office/operating Supplies	120.93	
			001 - 522 20 31 000		Operating Supplies	43.19	
			001 - 524 20 31 000		Off/oper Supps & Books	4.32	
			401 - 535 80 31 000		Office Supplies	43.19	
			102 - 536 20 31 000		Office Supplies	4.32	
			412 - 537 80 31 010		Office Supplies	25.92	
			103 - 542 30 31 000		Operating Supplies	25.92	
			001 - 558 60 31 000		Supplies/books	4.32	
			105 - 572 20 31 000		Operating Supplies	25.92	
			101 - 576 80 31 000		Operating Supplies	17.28	
			001 - 595 10 31 000		Supplies	25.92	
907	02/12/2014	Claims	1	178663	Sjostrom Law Office		5,362.94
			001 - 515 30 41 000		Professional Services	240.00	
			001 - 515 30 41 000		Professional Services	360.00	
			425 - 531 50 31 000		Operating Supplies	190.52	
			401 - 535 80 49 040		Misc-filing Fees/lien Exp	3,095.91	
			412 - 537 80 49 020		Misc-filing Fees/lien Exp	1,476.51	
908	02/12/2014	Claims	1	178664	Skagit 911		27,361.18
			001 - 521 20 51 030		911 Contracted Services	20,143.86	
			001 - 522 20 51 000		Central Dispatch	1,738.75	
			001 - 522 20 51 000		Central Dispatch	5,478.57	
909	02/12/2014	Claims	1	178665	Skagit CD		147.98
			425 - 531 50 41 002		Contracted Services	147.98	
910	02/12/2014	Claims	1	178666	Skagit County Auditor		825.00 Refund Of Inactive Account
			412 - 343 74 00 000		Equipment Rental	-825.00	Milton, Randy & Tom
911	02/12/2014	Claims	1	178667	Skagit County Auditor		224.00

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:15:40 Date: 02/07/2014

MCAG #:

02/12/2014 To: 02/12/2014

Page: 9

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					412 - 537 80 49 020 - Misc-filing Fees/lien Exp	224.00	
912	02/12/2014	Claims	1	178668	Skagit County Clerk	1,737.14	
					412 - 343 78 00 000 - Collection Recoveries	-1,737.14	
913	02/12/2014	Claims	1	178669	Skagit County Sheriff Office	192.85	
					001 - 523 60 51 000 - Prisoners	192.85	
914	02/12/2014	Claims	1	178670	Skagit County Sheriff Office	1,147.00	
					001 - 523 60 51 000 - Prisoners	1,147.00	
915	02/12/2014	Claims	1	178671	Skagit County Treasurer	126.52	
					001 - 586 00 00 001 - Crime Vctm & Witnss Prog	126.52	
916	02/12/2014	Claims	1	178672	Skagit Publishing	435.59	
					001 - 511 60 31 001 - Legal Publications	46.13	
					412 - 537 80 41 000 - Professional Services	256.21	
					001 - 558 60 41 010 - Advertising	133.25	
917	02/12/2014	Claims	1	178673	Skagit Regional Clinics	20.00	
					001 - 522 20 41 010 - Prof Service-medical Exams	20.00	
918	02/12/2014	Claims	1	178674	Skagit Regional Health	710.37	
					104 - 595 10 63 001 - Eng-sr9 Lucas/park Cottage	710.37	
919	02/12/2014	Claims	1	178675	Skagit Valley Herald	144.00	
					105 - 594 72 64 000 - Books & Materials	144.00	
920	02/12/2014	Claims	1	178676	Sound Ocean Metal Fab	4,979.00	
					401 - 535 50 48 050 - Maint Of General Equip	4,979.00	
921	02/12/2014	Claims	1	178677	Sparkle Shop Laundries	246.07	
					001 - 521 20 26 010 - Uniform Cleaning	101.81	
					001 - 521 20 26 010 - Uniform Cleaning	144.26	
922	02/12/2014	Claims	1	178678	Staples Business Advantage	449.57	
					001 - 521 20 31 002 - Office/operating Supplies	28.88	
					001 - 521 20 31 002 - Office/operating Supplies	83.53	
					001 - 521 20 31 002 - Office/operating Supplies	46.61	
					001 - 521 20 31 002 - Office/operating Supplies	64.61	
					001 - 521 20 31 002 - Office/operating Supplies	85.26	
					001 - 521 20 31 002 - Office/operating Supplies	140.68	
923	02/12/2014	Claims	1	178679	Suburban Propane LP	522.66	
					102 - 536 20 31 010 - Operating Supplies	473.83	
					102 - 536 20 31 010 - Operating Supplies	48.83	
924	02/12/2014	Claims	1	178680	Summit Law Group	967.49	
					001 - 513 10 41 000 - Negotiations	472.49	Public Safety Guild
					001 - 513 10 41 000 - Negotiations	495.00	General Employment Matters
925	02/12/2014	Claims	1	178681	TESCO Controls Inc.	738.48	
					401 - 535 50 48 050 - Maint Of General Equip	738.48	
926	02/12/2014	Claims	1	178682	Paul Taylor	157.74	
					001 - 521 20 27 000 - Retired Medical	157.74	
927	02/12/2014	Claims	1	178683	True Value	153.67	
					001 - 522 20 31 000 - Operating Supplies	8.67	
					001 - 522 50 48 020 - Repair/maint-garage	54.22	
					001 - 523 20 31 000 - Office/operating Supplies	7.58	
					001 - 523 20 31 000 - Office/operating Supplies	11.91	
					001 - 523 20 31 000 - Office/operating Supplies	17.11	
					401 - 535 80 31 010 - Operating Supplies	10.30	
					401 - 535 80 31 010 - Operating Supplies	10.37	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:15:40 Date: 02/07/2014

MCAG #:

02/12/2014 To: 02/12/2014

Page: 10

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 30 31 000		Operating Supplies	13.03	
			101 - 576 80 31 004		Operating Sup - Comm Cente	5.31	
			101 - 576 80 31 006		Operating Sup - City Hall	4.87	
			101 - 576 80 31 012		Operating Sup - Hammer	10.30	
928	02/12/2014	Claims	1	178684	USA Blue Book		1,244.39
			401 - 535 50 48 020		Maint Of Pumping Equip	483.16	
			401 - 535 50 48 020		Maint Of Pumping Equip	102.91	
			401 - 535 50 48 050		Maint Of General Equip	462.71	
			401 - 535 80 31 010		Operating Supplies	79.88	
			401 - 535 80 31 010		Operating Supplies	115.73	
929	02/12/2014	Claims	1	178685	Uline		726.23
			412 - 537 80 31 000		Operating Supplies	726.23	
930	02/12/2014	Claims	1	178686	Valley Auto Supply		8.18
			401 - 535 80 31 010		Operating Supplies	8.18	
931	02/12/2014	Claims	1	178687	Verizon Wireless		2,474.17
			001 - 513 10 42 020		Telephone	54.87	
			001 - 514 23 42 020		Telephone	54.87	
			001 - 515 30 42 001		Telephone	54.87	
			001 - 518 80 42 020		Telephone	54.87	
			001 - 521 20 42 020		Telephone	351.57	
			001 - 521 20 42 020		Telephone	266.49	
			001 - 521 20 42 020		Telephone	440.11	
			001 - 522 20 42 020		Telephone	71.90	
			001 - 522 20 42 020		Telephone	440.11	
			401 - 535 80 42 030		Nextel Cell Phones	174.64	
			102 - 536 20 42 020		Telephone	25.19	
			412 - 537 80 42 025		Nextel Cell Phones	116.14	
			103 - 542 30 42 020		Telephone	82.14	
			101 - 576 80 42 020		Telephone	101.54	
			001 - 595 10 42 025		Cell Phones	184.86	
932	02/12/2014	Claims	1	178688	WA Assoc Of Building Off		95.00
			001 - 524 20 49 010		Misc-dues	95.00	
933	02/12/2014	Claims	1	178689	WA Cemetery & Funeral Assoc		125.00
			102 - 536 20 49 000		Misc-dues/subscriptions	125.00	
934	02/12/2014	Claims	1	178690	WA Library Association		150.00
			105 - 572 20 49 000		Subscriptions	150.00	
935	02/12/2014	Claims	1	178691	WA St Dept Of Licensing		116.00
			001 - 595 10 49 000		Dues/memberships	116.00	
936	02/12/2014	Claims	1	178692	WA St Dept Of Prof Licen		198.00
			001 - 521 20 51 000		Intergov Svc-gun Permits	72.00	
			001 - 521 20 51 000		Intergov Svc-gun Permits	126.00	
937	02/12/2014	Claims	1	178693	WA St Dept Of Transport		96.78
			104 - 595 30 63 080		Const-sr20/cook Realign	96.78	
938	02/12/2014	Claims	1	178694	WA St Fire Fighters Assoc		110.00
			001 - 522 20 49 010		Misc-dues	110.00	
939	02/12/2014	Claims	1	178695	WA St Off Of Treasurer		7,833.18
			001 - 386 90 00 000		State Remittances-court	-7,833.18	
940	02/12/2014	Claims	1	178696	WA State Assoc. of Fire Marshal's		180.00
			001 - 522 20 49 010		Misc-dues	180.00	
941	02/12/2014	Claims	1	178697	WA State Dept Of Ecology		5,160.24

CHECK REGISTER

City Of Sedro-Woolley

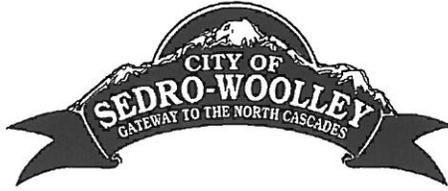
Time: 13:15:40 Date: 02/07/2014

MCAG #:

02/12/2014 To: 02/12/2014

Page: 11

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 51 020 -		Doe Discharge Permit	5,160.24	
942	02/12/2014	Claims	1	178698	Washington Fire Chiefs	100.00	
			001 - 522 45 49 010 -		Tuition/registration	100.00	
943	02/12/2014	Claims	1	178699	West Payment Ctr	249.13	
			001 - 515 30 41 002 -		Westlaw Services	249.13	
944	02/12/2014	Claims	1	178700	Whatcom County Park & Rec	5,042.50	
			001 - 521 40 49 020 -		Range Fees	5,042.50	
945	02/12/2014	Claims	1	178701	Without-A-Trace Stump Service	271.25	
			101 - 576 80 48 015 -		Library	271.25	
946	02/12/2014	Claims	1	178702	Wood's Logging Supply Inc	403.91	
			401 - 535 50 48 010 -		Maintenance Of Lines	48.74	
			412 - 537 50 48 000 -		Repairs/maint-equip	21.76	
			412 - 537 50 48 000 -		Repairs/maint-equip	46.73	
			103 - 542 30 31 000 -		Operating Supplies	18.91	
			103 - 542 30 35 010 -		Safety Equipment	17.38	
			103 - 542 30 35 010 -		Safety Equipment	117.13	
			103 - 542 30 48 010 -		Repair/maintenance-equip	16.13	
			101 - 576 80 35 010 -		Safety Equipment	117.13	
			001 Current Expense Fund			83,400.76	
			101 Parks & Facilities Fund			10,243.03	
			102 Cemetery Fund			1,131.91	
			103 Street Fund			12,934.20	
			104 Arterial Street Fund			807.15	
			105 Library Fund			3,348.21	
			108 Stadium Fund			75.29	
			109 Special Investigation Fund			594.95	
			111 Dog Fund			5.09	
			401 Sewer Fund			46,132.09	
			412 Solid Waste Fund			13,985.06	
			425 Stormwater			717.19	
			501 Equipment Replacement Fund			183.27	
			* Transaction Has Mixed Revenue And Expense Accounts			173,558.20	
						Claims:	173,558.20



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 12 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) 855-0771
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-02, 04, 05, 08, 11, and 14 for Miscellaneous On-Call Professional Services**
DATE: February 3, 2014 (for Council action February 12, 2014)

ISSUE

Should Mayor Anderson execute the attached Professional Services Agreements No. 2013-PS-02, 04, 05, 08, 11, and 14, 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 the remainder of our 2014 on-call services that are currently anticipated.

Following is a list of these agreements and proposed use:

2014-PS-02 – Skagit Surveyors & Engineers – NTE \$25,000 – on-call engineering and surveying
2014-PS-04 – Bright Rain Solutions – NTE \$10,000 – on-call GIS support
2014-PS-05 – SCADA & Controls Engineering Inc. – NTE \$70,000 – on-call WTF SCADA System
2014-PS-08 – Guardian Northwest Title & Escrow – NTE \$5,000 – on-call title and escrow
2014-PS-11 – Reichhardt & Ebe Engineering Inc. – NTE \$25,000 – on-call engineering
2014-PS-14 – Eldred & Associates LLC – NTE \$5,000 – on-call planning, permits and grants assistance

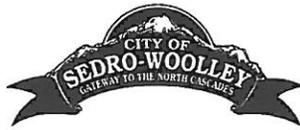
FINANCE

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
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-02, 04, 05, 08, 11, and 14 as noted above for miscellaneous on-call professional service agreements.



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-02
(To be used for engineering and architect services)

This Agreement made and entered into this **13th** day of **February, 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 **Skagit Surveyors Inc., DBA Skagit Surveyors and Engineers** whose address is **806 Metcalf Street, Sedro-Woolley, WA 98284**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

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 **13th** day of **February, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Skagit Surveyors Inc.
DBA Skagit Surveyors & Engineers

By: _____

EXHIBIT B

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

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

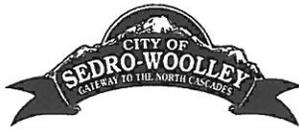
Skagit Surveyors & Engineers Fee Schedule for Surveying, Planning and Engineering services effective January 1, 2014 are as follows:

2014 *AKC* 1/16/14

	<u>RATE</u>
• Principal Engineer or Principal Surveyor	\$125/hr.
• Principal Engineer or Principal Surveyor- Litigation Preparation/Expert Witness	\$150/hr.
• Licensed Surveyor	\$100/hr.
• Licensed Engineer	\$100/hr.
• Certified Planner	\$100/hr.
• Certified Planner-Litigation Preparation/Expert Witness	\$150/hr.
• Project Engineer or Project Surveyor	\$ 90/hr.
• Project Engineer or Project Surveyor- Litigation Preparation/Expert Witness	\$125/hr.
• Assistant Project Manager	\$ 80/hr.
• CAD Design Technician	\$ 75/hr.
• Two Person Survey Crew	\$150/hr.
• Additional Crew Member	\$ 75/hr.
• One Person with Equipment in Field	\$100/hr.
• One Person with RTK- GPS Equipment	\$190/hr.
• Minimum Fee for Bench Mark	\$600.00
• Minimum Fee for Elevation Certificate	\$900.00
• Minimum Fee for Establishing Bench Mark & Completing Elevation Certificate	\$1200.00
• Minimum Fee for Office Consultation	\$100/hr.
• Office Assistant	\$ 60/hr.
• Outside expenses incurred for supplies used in extraordinary quantities or special equipment used on a project	Actual Cost Plus 5%

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

JAN 16 2014



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-04
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this **13th** day of **February, 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 **Bright Rain Solutions** whose address is **113 S Columbus Street, Suite 100, Alexandria, VA 22314** hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

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.

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 **13th** day of **February, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Bright Rain Solutions

By: _____



EXHIBIT B

Bright Rain Solutions

2014 Consulting Services Rate Sheet

Standard Rates

GIS Consulting Services Hourly Rate: \$120

Travel time will be billed at 50% of this rate.

Invoices

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

Payment

Payment is due fifteen (15) days after date of invoice. Client may not withhold any amounts due hereunder unless notification is given in writing and allowance for reasonable cure. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

Expenses

Client will reimburse Contractor for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. Expense reports will be submitted monthly and ALL receipts will be included. Contractor will use Bright Rain Solutions' expense report unless Client provides an alternate expense template.

Reimbursables

Sub-Consultants, Professional and Technical Cost + 12%

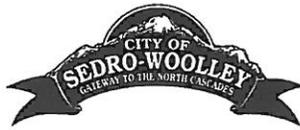
Maps, reports, materials, permit fees, express delivery and messenger, pass-thru bills and similar items necessary for work in progress Cost + 12%

113 S COLUMBUS ST 100 • ALEXANDRIA VA • 22314

PHONE: 206.799.9701

david@brightrain.com

www.brightrain.com



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-05
(To be used for engineering and architect services)

This Agreement made and entered into this **13th** day of **February, 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 **SCADA & Controls Engineering Inc.** whose address is **2020 Maltby Road, Ste 7, PMB 170, Bothell, WA 98021** hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Engineering Support Services related to the city’s wastewater treatment plant and pump station SCADA systems as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

Cost not to exceed \$ 70,000.00 without prior approval of the Director of Public Works.

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 **13th** day of **February 13, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

SCADA & Controls Engineering Inc.

By: _____



EXHIBIT B

SCADA & Controls Engineering, Inc.
2020 Maltby Rd Ste 7 PMB170
Bothell, WA 98021

PHONE (206) 354-1779
FAX (425) 806-5056
E-MAIL smith@scadace.com
WEB SITE www.scadace.com

Standard Labor Rates

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

Registered Professional Engineer	\$160.00 per Hour
Senior Project Engineer	\$140.00 per Hour
Senior Software Programmer	\$140.00 per Hour
Junior Project Engineer	\$120.00 per Hour
Junior Software Programmer	\$120.00 per Hour
Control Panel Fabrication	\$85.00 per Hour
Auto-Cad Design & Drafting	\$75.00 per Hour
Administrative	\$65.00 per Hour
Installation (Handyman) Labor	\$80.00 per Hour

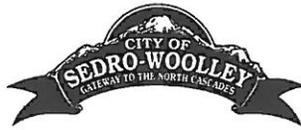
Services in excess of 12 hours per day, Monday through Friday, will be billed at 1.5 times the hourly rate. Saturdays, Sundays, and all business holidays will be billed at 2 times the hourly rate. Emergency services are billed at a minimum of four (4) hours. All travel time will be billed, portal to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

General Terms and Conditions

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

Rates are valid for the period January 1, 2014 through December 31, 2014.

JAN 21 2014



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-08
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this **13th** day of **February, 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 **Guardian Northwest Title & Escrow**, whose address is **PO Box 1667, Mount Vernon, WA 98273** hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

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. (*WAIVED / MF*)

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

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this 13th day of **February, 2014.**

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
City Supervisor

CONTRACTOR:

Guardian Northwest Title & Escrow

By: _____



GUARDIAN NORTHWEST TITLE & ESCROW *Formerly First American Title Company of Skagit County*

1301-B Riverside Drive / PO Box 1667, Mount Vernon, WA 98273
Toll Free: 800-869-7045 Phone: 360-424-0115 Fax: 360-424-5885 www.gnwttitle.com

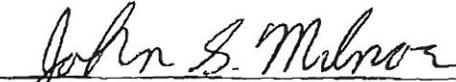
**EXHIBIT "B" TO
PROFESSIONAL SERVICES AGREEMENT NO. 2012-PS-08**

Guardian Northwest Title & Escrow Company will charge the following rates for its work with the City of Sedro-Woolley during 2012 pursuant to the above referenced Agreement No. 2012-PS-08:

- 1 Requests for title policies, guarantees and cancellations of same will be billed pursuant to our state approved rate schedule.
- 2 Requests of miscellaneous research projects without a policy or guarantee will be billed at \$200 for the first hour and \$110 for each subsequent hour.
- 3 Requests to record documents not associated with a title policy will be billed at up to \$25 per document plus Skagit County collected excise and recording fees.

Guardian Northwest Title & Escrow

By



John S. Milnor
Senior Title Officer

Julie Rosario

From: John Milnor <John.Milnor@gnwttitle.com>
Sent: Thursday, January 30, 2014 2:33 PM
To: Julie Rosario
Cc: Mark Freiberger
Subject: RE: 2014 Professional Services Agreement - Need Rate Sheet

Julie:

We can use these rates for 2014.

You can go ahead and add this exhibit to the 2014 Professional Services Agreement.

I can sign the 2014 PSA whenever you would like although next week, I'm only in on Monday.

John Milnor

Guardian Northwest Title Co.

424-0115

395-4563 direct

From: Julie Rosario [<mailto:jrosario@ci.sedro-woolley.wa.us>]
Sent: Thursday, January 30, 2014 2:25 PM
To: John Milnor
Cc: Mark Freiberger
Subject: 2014 Professional Services Agreement - Need Rate Sheet

John~

Here is the Exhibit used for 2012 and 2013 agreements. Mark mentioned you wanted a copy of it?

Thank you,

JULIE ROSARIO

PUBLIC WORKS ASSISTANT

City of Sedro-Woolley

325 Metcalf Street

Sedro-Woolley, WA 98284

Direct (360) 855-9932 * Fax (360) 855-0733

jrosario@ci.sedro-woolley.wa.us

From: John Milnor [<mailto:John.Milnor@gnwttitle.com>]
Sent: Tuesday, November 06, 2012 10:51 AM
To: Julie Rosario
Cc: Gale Hickok
Subject: RE: 2013 Professional Services Agreement - Need Rate Sheet

Julie:

You can simply use the Agreement from 2012, there will be no changes.

Thank you for again using Guardian Northwest Title Company for your title services.

John Milnor

Senior Title Officer

From: Julie Rosario [<mailto:jrosario@ci.sedro-woolley.wa.us>]
Sent: Tuesday, November 06, 2012 10:38 AM
To: John Milnor

Cc: Julie Rosario

Subject: 2013 Professional Services Agreement - Need Rate Sheet

Good morning John~

It's that time of year again when we start looking to next year and start planning....

We're putting together our 2013 On-Call Professional Services Agreements and Guardian Northwest Title & Escrow is one of them.

Can you send us a current rate sheet for 2013 that we can use as an attachment/exhibit to the agreement with Guardian Northwest Title & Escrow?

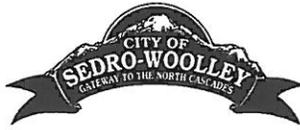
We're hoping to bring the agreement before the city council for approval in December so we're ready to go on January 1st.

Any questions – let us know.

Thank you,

~ *Julie*

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



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-11
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this **13th** day of **February, 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 **Reichhardt & Ebe Engineering Inc.**, whose address is **813 Metcalf Street, Sedro-Woolley, WA 98284**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

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 (**\$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 **13th** day of **February, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Reichhardt and Ebe Engineering Inc.

By: _____

EXHIBIT B



Reichhardt & Ebe
ENGINEERING INC

2014 Non-Federal Billing Rates - Client use

* updated 1/10/14

Classification	Bill Rate
Engineer	2014
E-I	62.26
E-II	67.92
E-III	80.66
E-IV	92.68
E-V	105.42
E-VI	118.15
E-VII	130.89
Technical/CAD	
T-I	42.45
T-II	53.77
T-III	62.26
T-IV	70.75
T-V	79.24
T-VI	90.56
Clerical	
C-I	32.12
C-II	41.04
C-III	48.11
C-IV	56.60

JAN 17 2014



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-14
(To be used for *consultant* services excluding engineers and architects)

This Agreement made and entered into this **13th** day of **February, 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 **Eldred & Associates LLC** whose address is **209 Ferry Street, Suite D, Sedro-Woolley, WA 98284**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **environmental, land use planning, and permitting 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 _____
[X] pursuant to the schedule set forth by assigned task order

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.

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.

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9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

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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.

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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.

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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.

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 **13th** day of **February, 2014.**

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
City Supervisor

CONTRACTOR:

Eldred & Associates, LLC

By: _____

EXHIBIT B

Eldred & Associates, LLC Fee Schedule

Effective January 1, 2014

Labor Classifications Per Hour

Principal Planner \$155

Senior Planner \$125

Associate Planner \$105

Assistant Planner \$85

Administrative \$70

Intern \$35

Other Direct Expenses

Copy Center Services:

- Color printing (8.5" x 11" --11" x 17") \$0.16 to \$0.32/page

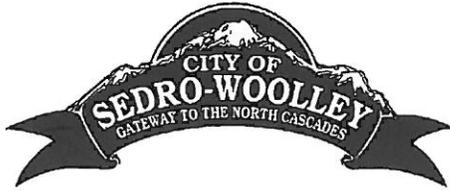
- Black & White printing (8.5" x 11" --11" x 17") \$0.08 to \$0.16/page

- CDs \$2.00/each

Automobile mileage at current IRS rate \$0.56/mile

Other costs are billed at cost plus 15%

Billing rates are subject to revision effective January 1 of each year



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 12 2014

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
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: **Possible Bid Award
Public Works Agreement Nos. 2014-PW-11 – 2014 Annual On-Call Plumbing Services**
DATE: February 5, 2014 (for Council action February 12, 2014)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement No. 2014-PW-11 - 2014 Annual Plumbing On-Call Services?

BACKGROUND/DISCUSSION

The city closed bids on February 4th under the MRSC Small Works Roster process for the following contract:

- 2014 Annual Plumbing On-Call Services

Our bid tabulation is attached.

This contract will provide labor, materials and equipment for miscellaneous on-call type repairs to city facilities for plumbing services. The basis for bid comparison was a typical one day service call based on contractor proposed hourly rates. Staff also considered the ability of the contractor to respond, available equipment and references in the determination of the low bidder.

Contract	Contractor	Not-to-Exceed Total
2014-PW-11	Commercial Plumbing Inc. DBA CPI Plumbing & Heating	\$10,000.00

FINANCE

The work will be generally funded as follows:

001.000.021.521.20.48.00 - Repairs & Maintenance – Police Evidence Room \$5,000
001.000.022.522.20.48.00 - Repairs & Maintenance – Equipment - \$32,000
001.000.022.522.50.48.30 - Repairs & Maintenance – Station 2 - \$2,000
101.000.076.576.80.48.09 - Repairs & Maintenance – Hammer Square - \$3,000
101.000.076.576.80.48.16 - Repairs & Maintenance – City Hall - \$15,000
401.000.035.535.50.48.00 - Maintenance Contracts - \$31,000

The individual contract is issued as not to exceed the amount as shown. Individual Task Orders will be issued for work as needed, and will include negotiated lump sum or not to exceed estimates. Actual amounts will vary depending on repairs and quantities needed.

MOTION:

Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2014-PW-11 for 2014 Annual Plumbing On-Call Services as detailed above.



CITY OF SEDRO-WOOLLEY
2014 ANNUAL PLUMBING ON-CALL SERVICES
PRELIMINARY - ONE DAY PLUMBING REPAIR PROJECT FOR BID COMPARISON
BID OPENING: February 4, 2014, 2:00PM

Contractor Name:

ITEM	QUANTITY	UNIT	RATE	TOTAL	CPI Plumbing & Heating Mount Vernon, WA	SMS - Superior Maintenance Solutions Lynnwood, WA
Journeyman Plumber	8.00	Hour	139.00	1,112.00		
Service Truck with Tools	8.00	Hour	-	-		
Mobilization/Demobilization	1.00	Hour	139.00	139.00		
SUBTOTAL				1,251.00		
WASHINGTON STATE SALES TAX AT 8.5%				106.34		
TOTAL				1,357.34		

Markup Rate for Materials

Time & one-half Overtime Rate, Per Hour
Estimated Travel Time Per Call

NOTES

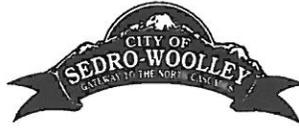
- Project assumes a one day repair during normal working hours of a miscellaneous plumbing problem at the Wastewater Treatment Plant.
- Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.

Hour	25%
Hour	170.00
Hour	1

Hour	15%
Hour	155.00
Hour	0.50

Mob is portal to portal at unit rate, est. 1 hour TT

Mob is portal to portal at unit rate, est. 1 hour TT



PUBLIC WORKS AGREEMENT 2014-PW-11

Project Name: 2014 Annual Plumbing On-Call Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Commercial Plumbing Inc., DBA CPI Plumbing & Heating, 1900 Railroad Avenue, Mount Vernon, WA 98273**, (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **To provide for the repair and maintenance of plumbing systems for the City of Sedro-Woolley per the "Invitation to Bid"**

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

A. Definitions and Terms:

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

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

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

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina, Public Works Operations Lead** as its Project Manager. Contractor designates _____ as its Project Manager.

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

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

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

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

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

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

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

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

III. PAYMENT

A. The maximum payable hereunder is **\$10,000.00**

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not to Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 28, 2015**

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

C. Scope of project: **To provide for the repair and maintenance of plumbing systems for the City of Sedro-Woolley per the "Invitation to Bid" dated January 21, 2014.**

D. 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.

E. Indemnification.

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

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

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

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

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

F. 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.

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

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

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

EXECUTED, this the _____ day of _____, 201____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

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

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

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

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

Designate below the type of investment selected:

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

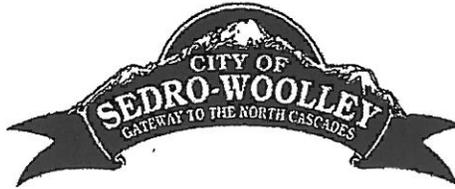
Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____



2014 Annual Plumbing On-Call Services PROPOSAL

Proposals due by 2 pm, Tuesday, February 4, 2014

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

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2014 Annual Plumbing On-Call Services":

SCHEDULE 1: On-Call Plumbing Services:

Journeyman Plumber \$ 139⁰⁰ per hour Straight Time
Journeyman Plumber \$ 170⁰⁰ per hour Overtime
Service Vehicle including tools \$ — per hour
Estimated Travel Time per call 1 hours
Markup on Materials 25 %

BIDDER NAME: GPI PLUMBING & HEATING.

ADDRESS: 1900 RAILROAD AVE.

MOUNT VERNON WA. 98275

CONTACT: OLY OLSEN

TELEPHONE: 360.428.5636

REQUIRED ENCLOSURES:

Bidder's Qualification Statement
Rate Sheet

JAN 24 2014



CITY OF SEDRO-WOOLLEY
 2014 ON-CALL PLUMBING SERVICES
SAMPLE LABOR AND EQUIPMENT RATE SHEET (Note 1)

Contractor Name: **CPI PLUMBING & HEATING**

Address:

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (5)
Labor Rates (Note 2)		
Journeyman Plumber	\$139 ⁰⁰	\$170 ⁰⁰
Material Markup Rate, % (Note 2)	25%	25%
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley (Note 3)	\$139 ⁰⁰	\$170 ⁰⁰
Equipment Rates (Note 4)	Unit Cost	Unit
Service Truck with tools	—————	Per Hour

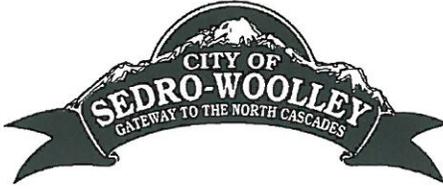
NOTES:

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.
4. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.
5. Overtime rate for up to two hours of overtime.

JAN 24 2014

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 12 2014



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

City of Sedro-Woolley
Public Works Operations Department
409 Alexander Street
Sedro-Woolley, WA 98284
Phone (360) 855-0151
Fax (360) 855-0707

Nathan R. Salseina
Operations Supervisor

MEMO TO: City Council and Mayor Anderson
FROM: Nathan Salseina *NAS*
RE: **Proposed Purchase Order No. 2014-PO-03 with Rodda Paint of Burlington, WA**
DATE: February 4, 2014

ISSUE

Should council move to approve Purchase Order No. 2014-PO-03 with Rodda Paint of Burlington, WA for furnishing Line Stripping Equipment for the Street Department at a cost of \$13,526.47?

BACKGROUND:

The 2014 Equipment Repair & Replacement Fund budget for 2014 includes \$14,000 for purchase of a line stripping machine that will allow the Street Department to self-perform all pavement marking work currently contracted through Skagit County. The county agreement has worked in the past, but it is problematic in that we are at the mercy of the county's schedule to get our striping complete. Striping has been completed well into September in recent years, where ideally we would like to have it completed by July 1st. Additionally the county's price for performing this work has been rising for the past few years. Working with the county requires the entire Public Works Operations crew to set and remove cones on the striping day. Staff believes that we can complete the striping with our own staff on our own schedule, and control the costs by reducing the crew required to support the painting effort. Additionally, we plan to switch to a new paint product that dries nearly instantaneously, which should eliminate the need for extensive traffic control and the inevitable stray car driving through the wet paint.

The proposed equipment at a cost of \$13,527 has a pay-back period of 6.15 years, based on the average labor & equipment cost of the county crew of \$2,200/year.

The Public Works Department has solicited quotes from several equipment distributors for line striping equipment, including a motorized driver unit. Attached is a comparison of bids received for two different comparable machines, Titan and Graco. Both units are in use with local agencies, and both have good reports for reliability and maintenance. The low bid for the Titan equipment is within the ERR budget.

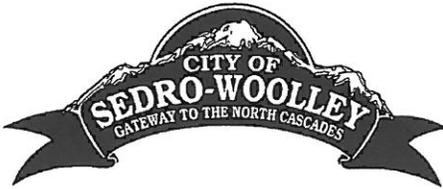
The attached draft purchase order includes the low quote from Rodda Paint, and includes pricing for a new two gun striping machine with a glass bead dispenser and 12 gallon paint hopper, and for a drive unit that allows the operator to control the machine from a seated position.

FINANCIAL:

The 2014 ERR Budget includes an expense of \$14,000.00 for the striping equipment expenditure. The proposed purchase amount is \$13,526.47 which is \$473.53 under the budgeted amount.

MOTION:

Move to award a purchase contract in the amount of \$13,526.47 including sales tax and delivery to Rodda Paint, of Burlington Washington.



City of Sedro-Woolley
Public Works Operations Department
409 Alexander Street
Sedro-Woolley, WA 98284
Phone (360) 855-0151
Fax (360) 855-0707

Nathan R. Salseina
Operations Supervisor

MEMO TO: Mark Freiburger
FROM: Nathan R. Salseina
RE: Titan Speed flow Paint Striper Quotes
DATE: 1-24-14

Rodda Paint-Burlington

\$12,466.80 Equipment
\$1,059.67 8.5% Tax
\$13,526.47 Total

Sherwin Williams- Mt. Vernon

\$12,500.00 Equipment
\$1,062.50 8.5% Tax
\$13,562.50 Total

Asphalt Kingdom.com – Online

\$13,063.00 Equipment
\$1,110.35 8.5% Tax
\$14,173.35 Total

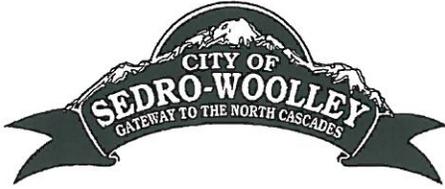
Portland Compressor- Portland

\$7,909.00 Equipment (Striper Unit Only) (They did not quote the line driver unit)
\$672.26 8.5% Tax
\$8,581.26 Total

Line Driver Purchased from others

\$5,975.50 Equipment
\$505.75 8.5% Tax
\$6,481.25 Total

Total \$15,062.51



2014

City of Sedro-Woolley
Public Works Operations Department
409 Alexander Street
Sedro-Woolley, WA 98284
Phone (360) 855-0151
Fax (360) 855-0707

Nathan R. Salseina
Operations Supervisor

MEMO TO: Mark Freiberger
FROM: Nathan R. Salseina
RE: Paint Striper Quotes - *Graco*
DATE: 1-24-14

Rodda Paint-Burlington

\$15,863.26 Equipment
\$1,348.37 8.5% Tax
\$17,211.63 Total

Sherwin Williams- Bellingham

\$13,652.08 Equipment
\$1160.42 8.5 % Tax
\$14,812.50 Total

Sherwin Williams- Mt. Vernon

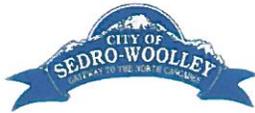
\$14,976.03 Equipment
\$1,272.96 8.5% Tax
\$16,248.99 Total

Alpine Products- Auburn

\$14,377.74 Equipment
\$1,222.10 8.5% Tax
\$15,599.84 Total

Parker Paint- Bellingham

\$15,500.00 Equipment
\$1,317.50 8.5% Tax
\$16,817.50 Total



PURCHASE ORDER CITY OF SEDRO-WOOLLEY

Purchase Order No. 2014-PO-03

Product Titan/Specflo PowrLiner 6950 Paint Striper & #0290007 PowrLiner PowrDriver

Vendor Name Rodda Paint

Vendor Address 6107 N Marine Drive, Portland, OR 97203-6409

Vendor Contact Scott Rainwater Phone 360-739-7352 Email srainwater@roddapaint.com

Ship To Sedro-Woolley Street Dept, 409 Alexander Street, Sedro-Woolley, WA 98284

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

City Contact Nathan Salseina Phone 360-661-6492 Email nsalseina@ci.sedro-woolley.wa.us

City Department Public Works Operations Budget (BARS) No. 501.000.048.594.42.64.00

DESCRIPTION OF PRODUCT

Per Attached Quotes: Rodda Paint quote January 13, 2014 – Titan/Specflo #0290010 PowrLiner 6950 Paint Striper & Bead Dispenser, and Rodda Paint quote January 13, 2014 – Titan/Specflo #0290007 PowrLiner

PowrDriver

COMPENSATION

LUMP SUM – Compensation for the product will be on a Lump Sum price basis, not to exceed \$13,526.48 including WSST without written authorization.

Equipment and Selling Price Summary:

Custom Rotor Body

Paint Striper Unit Price:	\$ 7,301.80
PowrDriver Unit Price:	\$ 5,165.00
Subtotal	\$12,466.80
Sales Tax (8.5%):	\$ 1,059.68
Total:	\$13,526.48

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 _____



January 13, 2014

City of Sedro Woolley
325 Metcalf Street
Sedro Woolley, Wa. 98284
Attn: Nathan
Re: Line Stripping Equipment
TITAN/SPEEFLO

Titan/Speeflo #0290010 PowrLiner 6950

*includes 2-Gun Set-up

12 gallon Paint Hopper

\$6506.80

Titan/Speeflo #424-836 Glass Bead Dispenser

*2-Gun Kit w/Hopper

\$ 795.00

\$7301.80

Replaces price quote dated October 1, 2013

Submitted by: Scott Rainwater

Rodda Paint Co.

(360)739-7352

srainwater@roddapaint.com



January 13, 2014

City of Sedro Woolley

325 Metcalf Street

Sedro Woolley, Wa. 98284

Attn: Nathan

Re: Line Stripping Equipment

TITAN/SPEEFLO

Titan/Speeflo #0290007 PowrLiner PowrDriver \$5165.00

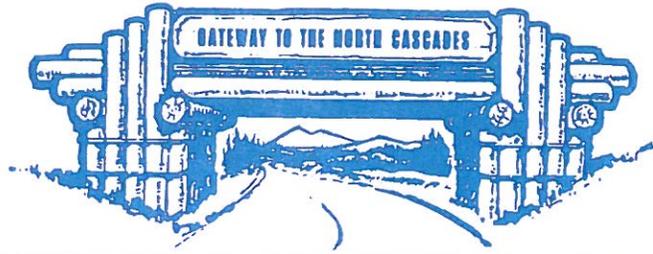
Replaces price quote dated October 1, 2013

Submitted by: Scott Rainwater

Rodda Paint Co.

(360)739-7352

srainwater@roddapaint.com



FEB 12 2014

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

SEDRO-WOOLLEY PUBLIC LIBRARY

PHONE: 855-1166

802 BALL AVENUE • SEDRO-WOOLLEY, WA 98284

January 29, 2014

**To the Sedro-Woolley City Council
325 Metcalf Street
Sedro-Woolley, WA 98284**

To the Members of the Sedro-Woolley City Council:

We the Board Members of the Sedro-Woolley Public Library would like to recommend that the Librarian, Debra Peterson, be allowed to attend the 2014 Annual Meeting of the American Library Association. The location this year, for the first time, is Las Vegas, Nevada - the week of June 25th through July 1st. This annual meeting of approx. 25,000 attendees, is of vital importance to the library world, with over 600+ exhibitors and 200+ programs. The Librarian is asking for the Conference/Registration fee, and for the Hotel room stay. Airfare, food, and other personal expenses, will be her own obligations. We feel that this is a valuable professional experience, and one in which the Library will benefit. Thank you very much.

Signed – the members of the Sedro-Woolley Library Board:

Beverly Ringhouse

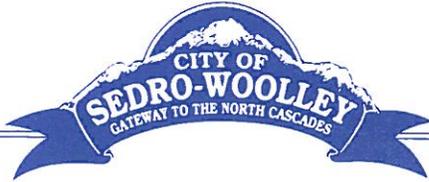
Marjean Bruke

Dagui Cole

Sharon D. Whiting

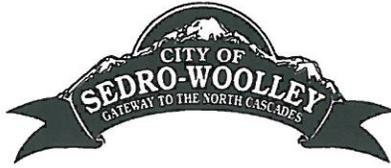
FEB 12 2014

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 12 2014

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

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

**2ND READING
OLD BUSINESS**

From: John Coleman, AICP
Planning Director

Date: February 12, 2014

Subject: Recreational Marijuana Producers and Processors – *Second 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 1. Attachment 2 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.

After 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. Council was presented this alternate proposal at its January 22, 2014 meeting and scheduled a public hearing for February 5. A cover letter from Eldred and Associates and their alternate ordinance is included in Attachment 3. An ordinance based on the Eldred document, but modified to meet formatting standards for city ordinances is included as Attachment 4.

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?

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)

Attachment 4 – Alternate ordinance based on Eldred and Associates proposal but modified meet formatting standards for city ordinances

REQUESTED ACTION

Hold public hearing; and

Make a motion to pass zoning changes based on **Planning Commission recommendations;**

Ordinance Number _____ - An ordinance amending Title 17 of the Sedro-Woolley Municipal Code to address the allowed locations for state-licensed marijuana producers and processors.

Or

Make a motion to pass zoning changes based on **Council findings after holding a public hearing;**

Ordinance Number _____ - An ordinance adopting official zoning controls regarding recreational marijuana producers, processors, and retailers.

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.

ORIGINAL

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 February, 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.

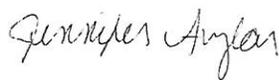
The period of applying for processing and production has closed. The ability for more processing and production facilities to locate in the R-5 zone would not be allowed unless the state opened up the application process again, which at this point in time is not anticipated.

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

89 WHEREAS, RCW 69.51A.140 authorizes cities to adopt and enforce zoning
90 requirements, business license requirements, health and safety requirements, and
91 business taxes pertaining to the production, processing or dispensing of marijuana or
92 marijuana products within their jurisdiction; and
93

94 WHEREAS, on October 23, 2013 the City Council adopted Ordinance 1779-
95 13, a moratorium on the acceptance of development applications relating to
96 recreational marijuana producers and processors so the city had time to review
97 whether the use would have an adverse effect on the city's neighborhoods under
98 existing zoning regulations; and
99

100 WHEREAS, the City Council directed the Planning Commission to hold a
101 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.

188 P. "Public park" means an area of land for the enjoyment of the public, having facilities for rest
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
198 activities and events intended primarily for use by persons under 21 years of age, owned and/or
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

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301 Attest: _____

302 PATSY NELSON, Finance Director

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304 Approved as to form:

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307 _____

308 ERON BERG, City Attorney

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310 Published:

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314 _____

Attachment 4

**Alternate ordinance based on Eldred and Associates proposed ordinance
but modified meet formatting standards for city ordinances**

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING OFFICIAL ZONING CONTROLS REGARDING
RECREATIONAL MARIJUANA PRODUCERS, PROCESSORS AND
RETAILERS**

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, I-502 legalized the possession of small amounts of marijuana and marijuana-related products for persons age 21 and older, and directed the Washington State Liquor Control Board (LCB) to develop and implement rules to regulate and tax recreational marijuana producers, processors, and retailers by December 31, 2013; and

WHEREAS, the LCB re-filed its proposed rules regulating recreational marijuana uses on September 4, 2013, and accepted the proposed rules on October 16, 2013; and

WHEREAS, the LCB rules become effective on November 16, 2013, and the LCB will begin accepting license applications for recreational marijuana beginning November 18, 2013. Applicants will be required to identify a business location with their application submittals; 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, the LCB allocated one recreational marijuana retail license for the City of Sedro-Woolley, and there are no limits on the number of recreational marijuana producer and processor licenses to be issued; 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, the City of Sedro-Woolley seeks to create employment opportunities within the Sedro-Woolley economy, particularly for residents who now commute to other distant employment areas which is consistent with the Washington State Growth Management Act; and

WHEREAS, the City of Sedro-Woolley seeks to encourage local business development opportunities and utilization by the private sector which is consistent with Washington State Growth Management Act Goal GMA 5 (Encourage community economic development); and

WHEREAS, the City of Sedro-Woolley has adequate public facilities and infrastructure in place to serve a large marijuana production and processing facility that could create a significant number of family wage jobs which is consistent with the Washington State Growth Management Goal GMA1 (Encourage development in areas where adequate public facilities exist); and

WHEREAS the City of Sedro-Woolley wishes to maintain and enhance natural and resource-based industries, including agriculture, which is consistent with Washington State Growth Management Act Goal GMA8 (Encourage productive forest, agriculture, and natural resource industries); and

WHEREAS the City of Sedro-Woolley seeks to implement Comprehensive Plan Policy LU5.4: Preserve and Enhance Sedro-Woolley’s rural and agricultural character by allowing necessary support services and facilities; and

WHEREAS the City of Sedro-Woolley seeks to implement Skagit County Countywide Planning Policy 5.6 which states “Commercial, industrial, and residential acreage shall be designated to meet future needs without adversely affecting natural resource lands, critical areas, and rural character and lifestyles”; and

WHEREAS, the City of Sedro-Woolley stated on page 297 of its adopted Comprehensive Plan “If Sedro-Woolley is reasonably expected to increase the level of employment experienced by its citizens, and also to provide employment opportunities to people who live close by, it will be necessary to provide ample lands for commercial and industrial expansion. It is also necessary that the city be aggressive in its effort to attract new businesses and industrial activities that provide living wage jobs for Sedro-Woolley residents”; and

WHEREAS, the City of Sedro-Woolley wishes to guide the location of recreational marijuana uses such that they are compatible with existing land uses; 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, at its January 22, 2013 meeting, Council reviewed the Planning Commission's recommendations and heard testimony from representatives of a business seeking to locate a producer/processor facility. The representatives presented an alternate ordinance proposal for the Council to consider; and

WHEREAS, the Council scheduled a public hearing on February 12 for the community to review and comment on possible zoning changes that differed from the Planning Commission's recommendations; 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 forgoing as its findings of fact justifying its adoption of this Ordinance; 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.

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 following zoning districts:

1. Industrial zoning district; and
2. Residential 5 (R-5) zoning district on lots 15-acres or larger. Perimeter landscaping buffering for all marijuana production locations in the R-5 district shall be at least 25 feet wide. An eight-foot-tall, 100% sight-obscuring fence, wall or other screen of equal effectiveness shall be maintained around all activity areas. The screening requirements in Section 17.50.120 shall also apply. In the case of conflict between screening requirements, the higher standards shall apply.

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 following zoning districts:

1. Industrial zoning district; and
2. Residential 5 (R-5) zoning district on lots 15-acres or larger. Perimeter landscaping buffering for all marijuana processing locations in the R-5 district shall be at least 25 feet wide. An eight-foot-tall, 100% sight-obscuring fence, wall or other screen of equal effectiveness shall be maintained around all activity areas. The screening requirements in Section 17.50.120 shall also apply. In the case of conflict between screening requirements, the higher standards shall apply.

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 February, 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:
