

Next Ord: 1793-14  
Next Res: 899-14

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**

**April 23, 2014**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar .....1-140

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

- a. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
  - Claim Checks #179075 to #179157 plus EFT's in the amount of \$170,681.85
  - Payroll Checks #58108 to #58123 plus EFT's in the amount of \$211,814.74
- d. Proposed Purchase Order No. 2014-PO-09 with Sound Ocean Metal Fabricators Ltd.
- e. Supplemental Agreement No. 9 to Professional Services Agreement No. 2012-PS-14 for Design Phase Services for the SR20/Cook Road Realignment and Extension Project – David Evans & Associates, Inc.
- f. Interlocal Technology Service Agreement between Skagit County and the City of Sedro-Woolley
- g. First Amended Interlocal Agreement between the City of Sedro-Woolley and Skagit Transit
- h. Possible Adoption – Resolution 898-14 Accident Prevention Program

- 4. Public Comment.....141

**NEW BUSINESS**

- 5. 2013 Comprehensive Plan Docket (*1<sup>st</sup> reading*).....143-169
- 6. Offender Work Program (*Program at a glance*).....171-173

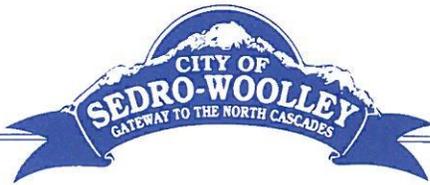
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION**

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

APR 23 2014

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



DATE: April 23, 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 April 23, 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.

APR 23 2014

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
April 9, 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, City Supervisor/Attorney Berg, Public Works Director Freiberger, Planning Director Coleman, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #178980 – 179074 in the amount of \$164,268.18
  - Payroll Checks #58082 to #58107 plus EFT's in the amount of \$254,856.70
- Ordinance 1791-14 – Budget Amendment #1
- Professional Services Agreement No. 2014-PS-15 for On-Call Traffic Modeling Professional Services
- Professional Services Agreement No. 2014-PS-16 with Carol Worthen for Local Source Control Program Services
- Proposed Amended Interlocal Agreement between the City of Sedro-Woolley and Skagit Transit RE SR20-Cook Road Realignment and Extension Project
- Resolution 896-14 Declaring Certain Property as Surplus and Authorizing its Disposition

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

Skagit Watershed Council Presentation – Richard Brocksmith

Richard Brocksmith, Executive Director of the Skagit Watershed Council gave a power point presentation on the Skagit Watershed Council. The presentation included a history of the organization, information regarding their efforts in salmon recovery in the Skagit River, mission of the organization, the 2005 Chinook Salmon Recovery plan, strategic approach, priority target areas, projects and results, member organizations, funding sources, steelhead recovery and the future of the Skagit Watershed Council. He entertained questions from the Council and spoke of the benefits of membership.

## Public Comment

Brad and Trudy Solwold – owners of Monroe’s Salon at 510 Crossroads Square addressed issues with a homeless person sleeping in front of their business and the disruption he is causing. Some discussion ensued regarding private property rights.

## **UNFINISHED BUSINESS**

### Ordinance – Utility Tax Rates

City Supervisor/Attorney Berg presented an overview on the proposed utility tax increase tax from 3 ½ % to 7 ½ %. The increase would be used to hire two new police positions. Berg noted concern of the viability of the police department and reviewed planned changes within the department structure including the layoff of the Administrative Secretary and the retirement of Chief Doug Wood. He said the emphasis of the department will be on patrol and these moves are a significant step forward. He then reviewed the history of rates and increases and compared the tax rate to neighboring cities.

Council questions and discussion took place regarding officers working alone, not liking to raise taxes, the need for additional officers and safety concerns.

Councilmember Wagoner moved to adopt Ordinance No. 1792-14, An Ordinance Increasing the City’s Utility Tax Rate. Seconded by Councilmember Galbraith.

Councilmember Loy stated the action of increasing the tax will only make a survivable bare bones operation. The need for more officers is still there and a long term plan needs to be looked at. He stated they can’t wait until were in crisis mode to make decisions.

Motion carried (7-0).

### Resolution – Building, Planning & Engineering Fee Schedule

Planning Director Coleman reviewed the update to the building and planning fees, noting that most are just housekeeping items.

Public Works Director Freiburger reviewed the changes in the engineering fees which result in a net reduction in the fees. The reduction in the overall fees should make them more attractive to the development community.

Councilmember Sandström questioned the traffic impact fees and advocated for the waiver of traffic impact fees to the Central Business District.

Councilmember Galbraith moved to adopt Resolution No. 897-14 to adopt the attached Building, Planning and Engineering Fee Schedule. Seconded by Councilmember Wagoner. Motion carried (7-0).

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

Minor Contracts Approved Under SWMC 2.104.060

- Purchase Order 2014-PO-08 for Capacity Tote Yard Goat, Model TJ 400D
- Agreement for the Distribution of Licensed Pictometry Orthographic Images

Mayor Anderson announced there will be an executive session held regarding personnel for approximately 30 minutes with no decision anticipated under RCW 43.30.144.

Police Chief Wood – Thanked the Council for their decision to raising the utility tax. He noted they are actively engaged in the restructuring of the department and it is going well.

Fire Chief Klinger – reported that Sedro-Woolley has sent two separate crews on two occasions to the OSO/Darrington slide area. He noted that Skagit County is still sending crews up to the area on a rotational basis for relief of the Darrington Fire Department. Klinger also announced testing for volunteers this Saturday.

Planning Director Coleman – reported on the follow-up from the Planning Commission regarding the proposed property zoning in the Garden of Eden area. He noted the property owners were against the rezone. The Planning Department sent out a survey to property owners asking the future plans for their property.

Public Works Director Freiberger – thanked former Councilmember Splane for his role in locating, reviewing, and his assistance in the arrangements for the purchase of the yard goat approved on the consent calendar tonight. He also reported the contractor for the Cook Road project will be starting April 28<sup>th</sup>. Freiberger announced the contract from Intolight had been received for the street light retrofit and it came in \$3000 lower than originally quoted.

City Supervisor/Attorney Berg – reported on the Arts Council artists reception held at City Hall for the unveiling of “Emerging dialogue” by artist Gary Carpenter’. He also reported on the downtown banner project with discussion regarding the delay in placement and cost of the brackets.

City Supervisor/Attorney Berg reported on the radio project which is stagnant and problematic. He spoke of a radio test to Cascade Middle School and addressed a delay on the site licensing. Berg also reported that SCOG moving forward with ratification of the interlocal agreements and he has voiced concern regarding the voting structure. the jail project and the Dike District 12 hearing.

Councilmember Kinzer – thanked the Fire Department for their participation in OSO noting having spoken with a friend from the affected area and the long recovery period and emotional impact. Kinzer asked for the people from Darrington and Oso be kept in prayers.

Councilmember Kornegay – reported on the Parks Committee meeting held regarding deferring the Memorial Park playground equipment and moving the funds to Riverfront.

City Supervisor/Attorney Berg brought further attention to the Parks Committee recommendation. He noted that within the 2014 budget, \$30,000 had been budgeted for Memorial Park playground improvements. Recently Nathan Salseina has become certified to inspect playground equipment and has found that the equipment at Riverfront Park is of more concern. The recommendation would be to defer the Memorial Park equipment replacement to 2015 and move the funds to Riverfront for playground improvements in 2014. The Council was in concurrence with the switch.

### **EXECUTIVE SESSION**

The meeting adjourned to Executive Session at 8:16 P.M.

The meeting reconvened at 8:50 P.M.

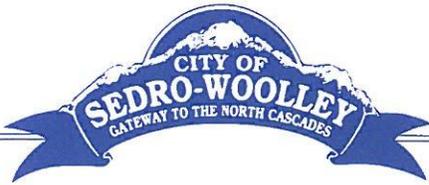
Councilmember Lemley moved to adjourn. Seconded by Councilmember Galbraith. Motion carried (7-0).

The meeting adjourned at 8:50 P.M.

APR 23 2014

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

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DATE: April 23, 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 April 23, 2014.

Motion to approve Claim Checks #179075 to #179157 plus EFT's in the amount of \$170,681.85.

Motion to approve Payroll Checks #58108 to #58123 plus EFT'S in the amount of \$211,814.74.

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  
MCAG #: 0647

04/23/2014 To: 04/23/2014

Time: 15:03:51 Date: 04/17/2014  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>2926</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>US Bank -- Purchase Cards</b>	<b>4,369.35</b>	
					001 - 513 10 49 000 - Tuition/registration	380.00	
					001 - 514 23 49 010 - Misc-dues/subscriptions	50.00	
					001 - 514 23 49 030 - Misc-tuition/registration	125.00	
					001 - 515 30 31 000 - Office Supplies	75.95	
					001 - 517 90 49 001 - Employee Wellness (educ)	132.18	
					001 - 518 80 31 001 - Repair & Maintenance Sup	266.05	
					001 - 518 80 31 001 - Repair & Maintenance Sup	221.31	
					001 - 521 20 26 000 - Uniforms/accessories	82.87	
					111 - 521 20 31 111 - Supplies - Kennel	143.64	
					001 - 522 20 31 010 - Office Supplies	35.84	
					001 - 522 45 43 000 - Travel & Meals	19.00	
					401 - 535 80 43 000 - Meals/travel	11.94	
					103 - 542 30 43 000 - Travel	19.17	
					105 - 572 20 34 001 - Early Literacy Program	50.95	
					105 - 572 20 34 001 - Early Literacy Program	199.19	
					105 - 572 20 34 001 - Early Literacy Program	58.83	
					101 - 576 80 48 009 - Hammer Square	888.50	
					001 - 594 18 64 001 - Network Hardware	78.79	
					001 - 594 21 64 000 - Machinery & Equipment	223.48	
					109 - 594 21 64 109 - Equipment	68.85	
					501 - 594 21 64 501 - Vehicles - Public Safety	49.25	
					401 - 594 35 64 001 - Portable Equipment	289.00	
					105 - 594 72 64 000 - Books & Materials	249.96	
					105 - 594 72 64 000 - Books & Materials	67.81	
					105 - 594 72 64 000 - Books & Materials	100.95	
					105 - 594 72 64 000 - Books & Materials	55.67	
					001 - 595 10 43 000 - Travel	11.22	
					001 - 595 10 43 000 - Travel	46.72	
					103 - 595 30 63 020 - Contracted Overlay	367.23	
<b>2927</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>WA State Dept Of Revenue</b>	<b>12,121.14</b>	
					001 - 342 10 00 000 - Law Enforcement Services	-6.80	
					001 - 521 20 48 000 - Repairs & Maintenance	1.72	
					401 - 535 80 44 010 - Taxes & Assessments	5,259.82	
					102 - 536 20 44 010 - Taxes And Assessments	463.71	
					412 - 537 80 44 001 - Taxes & Assessments	5,849.41	
					103 - 542 64 31 000 - Operating Supplies	289.93	
					105 - 572 20 44 010 - Taxes & Assessments	11.17	
					101 - 576 80 44 010 - Taxes And Assessments	33.45	
					001 - 594 18 64 001 - Network Hardware	82.50	
					501 - 594 21 64 501 - Vehicles - Public Safety	15.23	
					401 - 594 35 64 001 - Portable Equipment	95.63	
					105 - 594 72 64 000 - Books & Materials	11.77	
<b>2928</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179075</b>	<b>A WorkSAFE Service, Inc.</b>	<b>52.00</b>	
					102 - 536 20 49 010 - Misc-tuition/registration	52.00	
<b>2929</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179076</b>	<b>A-1 Mobile Lock &amp; Key</b>	<b>325.50</b>	
					001 - 594 21 64 000 - Machinery & Equipment	325.50	
<b>2930</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179077</b>	<b>Advanced Analytical Solutions</b>	<b>380.00</b>	
					401 - 535 80 31 010 - Operating Supplies	380.00	
<b>2931</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179078</b>	<b>Debra Allen</b>	<b>85.00</b>	
					401 - 535 80 49 010 - Misc-dues/subscriptions	85.00	
<b>2932</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179079</b>	<b>Andgar</b>	<b>406.86</b>	
					101 - 576 80 48 016 - City Hall	406.86	
<b>2933</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179080</b>	<b>Aramark Uniform Services</b>	<b>25.68</b>	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.23	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

04/23/2014 To: 04/23/2014

Time: 15:03:51 Date: 04/17/2014  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 30 49 000 - Misc-laundry			4.61	
			103 - 542 30 49 000 - Misc-laundry			4.61	
<b>2934</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179081</b>	<b>Assoc Petroleum Products</b>		<b>5,695.83</b>
			001 - 518 20 32 000 - Auto Fuel			118.00	
			001 - 521 20 32 000 - Auto Fuel			1,567.67	
			001 - 522 20 32 000 - Auto Fuel/diesel			866.09	
			001 - 523 20 32 000 - Auto Fuel			73.11	
			401 - 535 80 32 000 - Auto Fuel/diesel			73.84	
			401 - 535 80 32 000 - Auto Fuel/diesel			119.66	
			412 - 537 80 32 000 - Auto Fuel/diesel			109.59	
			412 - 537 80 32 000 - Auto Fuel/diesel			227.95	
			412 - 537 80 32 000 - Auto Fuel/diesel			1,595.72	
			103 - 542 30 32 000 - Auto Fuel/diesel			269.52	
			103 - 542 30 32 000 - Auto Fuel/diesel			270.02	
			101 - 576 80 32 000 - Auto Fuel/diesel			404.66	
<b>2935</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179082</b>	<b>Association Of WA Cities</b>		<b>3,592.68</b>
			001 - 521 20 27 000 - Retired Medical			3,592.68	
<b>2936</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179083</b>	<b>Bay City Supply</b>		<b>31.42</b>
			101 - 576 80 48 021 - Equipment			31.42	
<b>2937</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179084</b>	<b>Bioscience Inc</b>		<b>1,725.00</b>
			401 - 535 50 48 010 - Maintenance Of Lines			1,725.00	
<b>2938</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179085</b>	<b>Blumenthal Uniform &amp; Equip</b>		<b>527.19</b>
			001 - 521 20 26 000 - Uniforms/accessories			527.19	
<b>2939</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179086</b>	<b>Brown &amp; Cole Stores</b>		<b>16.16</b>
			001 - 522 50 48 010 - Repairs/maint-dorm			16.16	
<b>2940</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179087</b>	<b>CPI Plumbing &amp; Heating</b>		<b>2,060.06</b>
			001 - 522 50 48 010 - Repairs/maint-dorm			133.07	
			401 - 535 50 48 000 - Maintenance Contracts			310.51	
			401 - 535 50 48 010 - Maintenance Of Lines			1,305.98	
			101 - 576 80 48 009 - Hammer Square			44.35	
			101 - 576 80 48 016 - City Hall			266.15	
<b>2941</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179088</b>	<b>Cascade Natural Gas Corp</b>		<b>3,173.77</b>
			001 - 521 20 47 000 - Public Utilities			58.97	
			001 - 522 50 47 000 - Public Utilities			346.32	
			401 - 535 80 47 000 - Public Utilities			169.33	
			412 - 537 80 47 000 - Public Utilities			344.43	
			103 - 542 63 47 000 - Public Utilities			42.85	
			103 - 542 63 47 000 - Public Utilities			44.72	
			105 - 572 20 47 000 - Public Utilities			187.94	
			101 - 576 80 47 010 - Community Ctr			105.44	
			101 - 576 80 47 020 - Senior Center			242.00	
			101 - 576 80 47 050 - Hammer Square			76.99	
			101 - 576 80 47 052 - Bingham Caretaker			104.34	
			101 - 576 80 47 052 - Bingham Caretaker			33.36	
			101 - 576 80 47 070 - City Hall			1,417.08	
<b>2942</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179089</b>	<b>Collins Office Supply Inc</b>		<b>27.62</b>
			001 - 514 23 31 000 - Supplies			27.62	
<b>2943</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179090</b>	<b>Crystal Springs</b>		<b>21.08</b>
			401 - 535 80 31 010 - Operating Supplies			21.08	
<b>2944</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179091</b>	<b>Cues</b>		<b>242.79</b>
			401 - 535 50 48 010 - Maintenance Of Lines			242.79	
<b>2945</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179092</b>	<b>Databar</b>		<b>2,230.80</b>

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

04/23/2014 To: 04/23/2014

Time: 15:03:51 Date: 04/17/2014  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			425 - 531 50 42 010 - Postage			89.23	
			401 - 535 80 42 015 - Postage			1,450.02	
			412 - 537 80 42 010 - Postage			691.55	
<b>2946</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179093</b>	<b>David Evans &amp; Assoc Inc</b>		<b>6,487.70</b>
			104 - 595 10 63 002 - Eng Sr20 Cook Rd Realign			5,664.97	
			104 - 595 30 63 080 - Const-sr20/cook Realign			822.73	
<b>2947</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179094</b>	<b>Demco Inc</b>		<b>254.74</b>
			105 - 572 20 31 000 - Operating Supplies			91.98	
			105 - 594 72 64 000 - Books & Materials			81.38	
			105 - 594 72 64 000 - Books & Materials			81.38	
<b>2948</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179095</b>	<b>Dwayne Lane's North Cascade Ford</b>		<b>6,593.20</b>
			001 - 594 21 64 000 - Machinery & Equipment			844.31	
			001 - 594 21 64 000 - Machinery & Equipment			11.88	
			001 - 594 21 64 000 - Machinery & Equipment			265.01	
			001 - 594 21 64 000 - Machinery & Equipment			23.76	
			001 - 594 21 64 000 - Machinery & Equipment			79.36	
			501 - 594 21 64 501 - Vehicles - Public Safety			350.93	
			501 - 594 21 64 501 - Vehicles - Public Safety			5,017.95	
<b>2949</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179096</b>	<b>Dykstra Farms LLC</b>		<b>180.00</b>
			412 - 537 60 47 020 - Recycling - Yard Waste			180.00	
<b>2950</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179097</b>	<b>E &amp; E Lumber</b>		<b>856.72</b>
			102 - 536 20 48 040 - Repair/maint-equip & Bldg			18.18	
			412 - 537 80 31 000 - Operating Supplies			41.58	
			101 - 576 80 31 001 - Operating Sup - Riverfront			16.31	
			101 - 576 80 31 002 - Operating Sup - Rv Park			11.63	
			101 - 576 80 31 006 - Operating Sup - City Hall			6.11	
			101 - 576 80 48 001 - Riverfront			135.64	
			101 - 576 80 48 001 - Riverfront			338.30	
			101 - 576 80 48 001 - Riverfront			13.25	
			101 - 576 80 48 001 - Riverfront			-34.07	
			101 - 576 80 48 001 - Riverfront			2.80	
			101 - 576 80 48 001 - Riverfront			38.75	
			101 - 576 80 48 006 - Memorial Park			29.56	
			101 - 576 80 48 006 - Memorial Park			31.65	
			101 - 576 80 48 006 - Memorial Park			139.23	
			101 - 576 80 48 006 - Memorial Park			32.63	
			101 - 576 80 48 006 - Memorial Park			3.86	
			101 - 576 80 48 006 - Memorial Park			3.94	
			101 - 576 80 48 006 - Memorial Park			3.17	
			101 - 576 80 48 006 - Memorial Park			-6.11	
			101 - 576 80 48 009 - Hammer Square			30.31	
<b>2951</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179098</b>	<b>Edge Analytical Inc</b>		<b>404.00</b>
			401 - 535 80 41 000 - Professional Services			47.00	
			401 - 535 80 41 000 - Professional Services			176.00	
			401 - 535 80 41 000 - Professional Services			35.00	
			401 - 535 80 41 000 - Professional Services			146.00	
<b>2952</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179099</b>	<b>Enterprise Office Systems</b>		<b>85.02</b>
			001 - 512 50 31 000 - Supplies			-42.30	
			001 - 512 50 31 000 - Supplies			65.08	
			001 - 514 23 31 000 - Supplies			41.21	
			001 - 514 23 31 000 - Supplies			-41.21	
			412 - 537 80 31 010 - Office Supplies			62.24	
<b>2953</b>	<b>04/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179100</b>	<b>FEI</b>		<b>144.47</b>
			401 - 535 50 48 020 - Maint Of Pumping Equip			144.47	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2954	04/23/2014	Claims	2	179101	Fastenal Company	340.00	
					412 - 537 80 31 000 - Operating Supplies	1.70	
					101 - 576 80 31 001 - Operating Sup - Riverfront	338.30	
2955	04/23/2014	Claims	2	179102	Frontier	673.33	
					001 - 512 50 42 020 - Telephone	38.46	
					001 - 513 10 42 020 - Telephone	57.69	
					001 - 514 23 42 020 - Telephone	57.69	
					001 - 515 30 42 001 - Telephone	25.64	
					001 - 518 80 42 020 - Telephone	19.23	
					001 - 521 20 42 020 - Telephone	192.58	
					001 - 522 20 42 020 - Telephone	70.51	
					001 - 524 20 42 020 - Telephone	19.23	
					401 - 535 80 42 020 - Telephone	51.28	
					412 - 537 80 42 020 - Telephone	25.64	
					103 - 542 30 42 020 - Telephone	6.41	
					001 - 558 60 42 020 - Telephone	19.23	
					105 - 572 20 42 020 - Telephone	32.05	
					101 - 576 80 42 020 - Telephone	12.82	
					001 - 595 10 42 020 - Telephone	44.87	
2956	04/23/2014	Claims	2	179103	Glenn Gardner	217.00	
					001 - 594 21 64 000 - Machinery & Equipment	217.00	
2957	04/23/2014	Claims	2	179104	Gateway Septic Service LLC	217.00	
					101 - 576 80 48 002 - RV Park	217.00	
2958	04/23/2014	Claims	2	179105	Gen-X Signs & Banners	623.88	
					001 - 513 10 42 000 - Communication	623.88	
2959	04/23/2014	Claims	2	179106	Guardian Security	1,185.00	
					001 - 521 20 41 001 - Professional Services	210.00	
					001 - 522 50 49 050 - Fire/theft Protection	165.00	
					401 - 535 80 31 010 - Operating Supplies	210.00	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	165.00	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	165.00	
					101 - 576 80 31 006 - Operating Sup - City Hall	270.00	
2960	04/23/2014	Claims	2	179107	HB Jaeger Co LLC	105.95	
					401 - 535 50 48 050 - Maint Of General Equip	105.95	
2961	04/23/2014	Claims	2	179108	Ingram Library Services	1,615.62	
					105 - 594 72 64 000 - Books & Materials	110.05	
					105 - 594 72 64 000 - Books & Materials	184.46	
					105 - 594 72 64 000 - Books & Materials	1,321.11	
2962	04/23/2014	Claims	2	179109	Int'l Inst Of Municipal Clerks	170.00	
					001 - 514 23 49 010 - Misc-dues/subscriptions	170.00	
2963	04/23/2014	Claims	2	179110	Job Shop Inc (The)	629.28	
					412 - 537 80 34 000 - Containers	629.28	
2964	04/23/2014	Claims	2	179111	Teresa Keene	2,500.00	
					001 - 515 30 41 001 - Prosecuting Attorney	2,500.00	
2965	04/23/2014	Claims	2	179112	Ken's Radiator Inc	92.23	
					412 - 537 50 48 000 - Repairs/maint-equip	92.23	
2966	04/23/2014	Claims	2	179113	Lithtex NW	144.31	
					001 - 512 50 31 000 - Supplies	93.31	
					001 - 512 50 31 000 - Supplies	51.00	
2967	04/23/2014	Claims	2	179114	Martin Marietta Materials	868.82	
					103 - 542 30 48 000 - Repair/maint-streets	868.82	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2968	04/23/2014	Claims	2	179115	William R McCann	3,000.00	
					001 - 515 93 41 000 - Indigent Defender	3,000.00	
2969	04/23/2014	Claims	2	179116	McLoughlin & Eardley Corp	1,303.07	
					501 - 594 21 64 501 - Vehicles - Public Safety	1,027.50	
					501 - 594 21 64 501 - Vehicles - Public Safety	275.57	
2970	04/23/2014	Claims	2	179117	Mid-American Research Chem	485.81	
					401 - 535 80 31 010 - Operating Supplies	485.81	
2971	04/23/2014	Claims	2	179118	Jack R Moore	1,227.92	
					001 - 524 20 41 000 - Professional Services	1,227.92	
2972	04/23/2014	Claims	2	179119	Motor Trucks Inc	85.04	
					001 - 522 20 48 000 - Repairs/maint-equip	85.04	
2973	04/23/2014	Claims	2	179120	Neofunds By Newpost	1,200.00	
					001 - 512 50 42 010 - Postage	315.63	
					001 - 514 23 42 010 - Postage	339.86	
					001 - 515 30 42 000 - Postage	6.59	
					001 - 521 20 42 010 - Postage	191.85	
					001 - 522 20 42 010 - Postage	4.25	
					001 - 522 20 42 010 - Postage	16.87	
					001 - 524 20 42 000 - Postage	35.01	
					425 - 531 50 31 000 - Operating Supplies	6.94	
					401 - 535 80 42 015 - Postage	90.20	
					102 - 536 20 42 010 - Postage	14.07	
					412 - 537 80 42 010 - Postage	41.63	
					001 - 558 60 42 010 - Postage	37.48	
					001 - 558 60 42 010 - Postage	0.53	
					001 - 595 10 42 000 - Postage	99.09	
2974	04/23/2014	Claims	2	179121	Oasys	1,295.13	
					001 - 514 23 45 000 - Operating Rentals/leases	662.12	
					001 - 524 20 31 000 - Off/oper Supps & Books	211.00	
					001 - 558 60 31 000 - Supplies/books	211.00	
					001 - 595 10 31 000 - Supplies	211.01	
2975	04/23/2014	Claims	2	179122	Office Depot	115.31	
					001 - 524 20 31 000 - Off/oper Supps & Books	14.66	
					001 - 558 60 31 000 - Supplies/books	14.66	
					101 - 576 80 31 000 - Operating Supplies	38.73	
					001 - 595 10 31 000 - Supplies	8.63	
					001 - 595 10 31 000 - Supplies	30.64	
					104 - 595 10 63 030 - Eng-third Street Overlay	4.00	
					104 - 595 10 63 035 - Eng-third St Sidewalks	3.99	
2976	04/23/2014	Claims	2	179123	Orca Pacific Inc	493.63	
					401 - 535 80 31 020 - Op Supplies-chemicals	493.63	
2977	04/23/2014	Claims	2	179124	Public Utility Dis No1	1,439.51	
					001 - 521 20 47 000 - Public Utilities	20.80	
					401 - 535 80 47 000 - Public Utilities	213.89	
					102 - 536 20 47 000 - Public Utilities	44.53	
					412 - 537 80 47 000 - Public Utilities	54.19	
					103 - 542 63 47 000 - Public Utilities	47.41	
					105 - 572 20 47 000 - Public Utilities	37.75	
					101 - 576 80 47 000 - Riverfront	193.65	
					101 - 576 80 47 050 - Hammer Square	98.26	
					101 - 576 80 47 051 - Bingham / Memorial	461.95	
					101 - 576 80 47 053 - Other Utilities	40.63	
					101 - 576 80 47 070 - City Hall	226.45	
2978	04/23/2014	Claims	2	179125	Puget Sound Energy	9,947.78	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 63 47 000 - Public Utilities			9,947.78	
2979	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179126</b>	<b>Pumpstech Inc</b>		<b>10,606.96</b>
			401 - 535 50 48 050 - Maint Of General Equip			9,196.46	
			401 - 535 80 45 000 - Equipment Rental			1,410.50	
2980	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179127</b>	<b>Scientific Supply</b>		<b>176.44</b>
			401 - 535 80 31 010 - Operating Supplies			176.44	
2981	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179128</b>	<b>Sedro-Woolley Auto Parts</b>		<b>195.23</b>
			001 - 518 20 48 000 - Repair & Maintenance			19.51	
			001 - 522 20 31 000 - Operating Supplies			14.12	
			401 - 535 80 31 010 - Operating Supplies			3.08	
			102 - 536 20 48 040 - Repair/maint-equip & Bldg			7.78	
			412 - 537 50 48 000 - Repairs/maint-equip			53.45	
			412 - 537 50 48 000 - Repairs/maint-equip			67.94	
			412 - 537 50 48 000 - Repairs/maint-equip			18.45	
			103 - 542 30 48 010 - Repair/maintenance-equip			10.90	
2982	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179129</b>	<b>Sirchie Finger Print</b>		<b>49.94</b>
			001 - 521 20 31 002 - Office/operating Supplies			62.89	
			001 - 521 20 31 002 - Office/operating Supplies			-12.95	
2983	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179130</b>	<b>Sjostrom Law Office</b>		<b>4,915.64</b>
			001 - 515 30 41 000 - Professional Services			600.00	
			425 - 531 50 31 000 - Operating Supplies			172.62	
			401 - 535 80 49 040 - Misc-filing Fees/lien Exp			2,805.17	
			412 - 537 80 49 020 - Misc-filing Fees/lien Exp			1,337.85	
2984	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179131</b>	<b>Skagit 911</b>		<b>25,622.43</b>
			001 - 521 20 51 030 - 911 Contracted Services			20,143.86	
			001 - 522 20 51 000 - Central Dispatch			5,478.57	
2985	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179132</b>	<b>Skagit CD</b>		<b>812.33</b>
			425 - 531 50 41 002 - Contracted Services			685.92	
			425 - 531 50 41 002 - Contracted Services			126.41	
2986	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179133</b>	<b>Skagit Co Dist Court</b>		<b>800.00</b>
			001 - 512 50 51 000 - Municipal Court Prob.			800.00	
2987	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179134</b>	<b>Skagit Co District Court</b>		<b>1,169.00</b>
			001 - 512 50 51 001 - District Court Surcharge			1,169.00	
2988	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179135</b>	<b>Skagit County Auditor</b>		<b>7,959.17</b>
			001 - 514 90 51 000 - Voter Registration Costs			7,959.17	
2989	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179136</b>	<b>Skagit County Auditor</b>		<b>11,667.30</b>
			001 - 514 40 51 000 - Election Costs			11,667.30	
2990	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179137</b>	<b>Skagit County Sheriff Office</b>		<b>3,945.92</b>
			001 - 523 60 51 000 - Prisoners			3,277.00	
			001 - 523 60 51 000 - Prisoners			668.92	
2991	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179138</b>	<b>Skagit Law Group, PLLC</b>		<b>639.50</b>
			001 - 515 30 41 000 - Professional Services			200.00	
			425 - 531 50 31 000 - Operating Supplies			17.57	
			401 - 535 80 49 040 - Misc-filing Fees/lien Exp			285.68	
			412 - 537 80 49 020 - Misc-filing Fees/lien Exp			136.25	
2992	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179139</b>	<b>Skagit Publishing</b>		<b>97.38</b>
			001 - 511 60 31 001 - Legal Publications			51.25	
			001 - 511 60 31 001 - Legal Publications			46.13	
2993	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179140</b>	<b>Sparkle Shop Laundries</b>		<b>102.81</b>
			001 - 521 20 26 010 - Uniform Cleaning			102.81	

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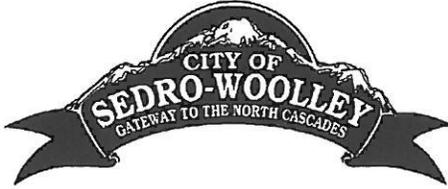
City Of Sedro-Woolley  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2994	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179141</b>	<b>Staples Business Advantage</b>	<b>222.91</b>	
					001 - 514 23 31 000 - Supplies	19.69	
					001 - 514 23 31 000 - Supplies	35.77	
					001 - 521 20 31 002 - Office/operating Supplies	36.89	
					412 - 537 80 31 000 - Operating Supplies	49.24	
					101 - 576 80 48 010 - Office Equip	81.32	
2995	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179142</b>	<b>Stiles &amp; Stiles</b>	<b>2,864.00</b>	
					001 - 512 50 41 010 - Municipal Court Judge	2,864.00	
2996	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179143</b>	<b>Stiles &amp; Stiles</b>	<b>50.00</b>	
					001 - 521 10 41 000 - Professional Services	50.00	
2997	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179144</b>	<b>Summit Law Group</b>	<b>3,807.20</b>	
					001 - 513 10 41 000 - Negotiations	3,753.20	
					001 - 515 30 41 000 - Professional Services	54.00	
2998	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179145</b>	<b>Swissphone LLC</b>	<b>900.00</b>	
					001 - 522 20 41 000 - Professional Services	900.00	
2999	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179146</b>	<b>Payment Center Thomson Reuters -- West</b>	<b>249.60</b>	
					001 - 515 30 41 002 - Westlaw Services	249.60	
3000	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179147</b>	<b>True Value</b>	<b>564.52</b>	
					001 - 523 20 31 000 - Office/operating Supplies	10.39	
					001 - 523 20 31 000 - Office/operating Supplies	8.67	
					401 - 535 80 31 010 - Operating Supplies	34.22	
					401 - 535 80 31 010 - Operating Supplies	4.99	
					401 - 535 80 31 010 - Operating Supplies	30.37	
					401 - 535 80 41 000 - Professional Services	27.04	
					102 - 536 20 31 010 - Operating Supplies	7.58	
					412 - 537 80 31 000 - Operating Supplies	142.83	
					101 - 576 80 48 009 - Hammer Square	11.92	
					101 - 576 80 48 009 - Hammer Square	-13.01	
					101 - 576 80 48 009 - Hammer Square	55.82	
					101 - 576 80 48 009 - Hammer Square	-1.09	
					101 - 576 80 48 016 - City Hall	194.91	
					101 - 576 80 48 016 - City Hall	13.01	
					001 - 594 21 64 000 - Machinery & Equipment	36.87	
3001	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179148</b>	<b>UL LLC</b>	<b>765.00</b>	
					001 - 522 20 48 000 - Repairs/maint-equip	765.00	
3002	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179149</b>	<b>Util Underground Loc Ctr</b>	<b>47.74</b>	
					401 - 535 80 31 010 - Operating Supplies	47.74	
3003	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179150</b>	<b>Valley Auto Supply</b>	<b>3.15</b>	
					412 - 537 80 31 000 - Operating Supplies	3.15	
3004	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179151</b>	<b>Valley Freightliner Inc</b>	<b>318.21</b>	
					412 - 537 50 48 000 - Repairs/maint-equip	318.21	
3005	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179152</b>	<b>WA St Dept Of Prof Licen</b>	<b>252.00</b>	
					001 - 521 20 51 000 - Intergov Svc-gun Permits	252.00	
3006	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179153</b>	<b>Washington State Patrol</b>	<b>258.00</b>	
					001 - 521 20 51 000 - Intergov Svc-gun Permits	198.00	
					102 - 536 20 49 010 - Misc-tuition/registration	10.00	
					103 - 542 30 49 030 - Misc-tuition/registration	20.00	
					101 - 576 80 49 020 - Misc-dues/CDL/background	30.00	
3007	04/23/2014	<b>Claims</b>	<b>2</b>	<b>179154</b>	<b>Washington Tractor</b>	<b>111.54</b>	
					501 - 548 30 31 000 - Operating Supplies	111.54	





CITY COUNCIL AGENDA  
REGULAR MEETING

APR 23 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

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MEMO TO: City Council and Mayor Mike Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Proposed Purchase Order No. 2014-PO-09 with Sound Ocean Metal Fabricators Ltd. of Sedro-Woolley, WA**  
DATE: April 7, 2014 (for Council action April 23, 2014)

**ISSUE**

Should council move to approve Purchase Order No. 2014-PO-09 with Sound Ocean Metal Fabricators LTD of Sedro-Woolley, WA for fabrication of a replacement shaft assembly for Rotor #2 at the Wastewater Treatment Plant at a cost of \$10,478.93?

**BACKGROUND/DISCUSSION**

During the past year, the Wastewater Treatment Facility has experienced significant equipment issues with the Oxidation Ditch aeration equipment. The Rotor #2 shaft assembly failed, and was removed and examined for possible repair. After analysis, it was determined that a new shaft assembly was required. The existing equipment is now over 16 years old, and apparently suffered metal fatigue at the center of the shaft, causing the failure. Bids were solicited, and the low bid awarded to Sound Ocean Metal Fabricators of Sedro-Woolley. Subsequently, a second rotor assembly (#3) failed with the same symptoms as Rotor #2. The #3 unit was replaced in 2013 with the first of the replacement rotors. Rotor #2 was replaced in March 2014 using an additional rotor body purchased under Sound Ocean 2014-PO-01, as authorized by council on January 22, 2014.

After Rotor #2 was replaced, we removed Rotor #1 for examination and repair. While the rotor body did not show signs of mid span cracking as experienced with the previous two units, we did find significant corrosion and deep pitting of the tubing material, leading us to conclude that replacement of this unit was also warranted.

Quotations were solicited from the same sources as in 2013, with bids received from the original manufacturer, Evoqua Water Technologies LLC (formerly Seimens Water Technologies LLC), and from Sound Ocean. The quotes are attached. The bid from Sound Ocean is the low bid, and is \$300 less than the 2013 Sound Ocean quotations for the slightly longer Rotor #4 and #3 units. As was noted in comparison of the May 2013 quotations, the quote from Sound is actually lower than the apparent difference, as Evoqua/Seimens did not include shipping or final painting in their quotation. The estimated difference between Sound Ocean and Evoqua including tax, shipping and coating is approximately \$9,050.

Once the new shaft assembly is received, staff will arrange to test the unit and reinstall it at the Rotor #1 location.

We have one final rotor (#4) that based on the experience with the other three is likely to fail in the near future. We plan to remove the #4 rotor for examination after #1 is back on line.

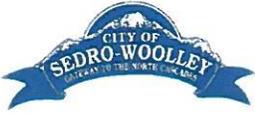
**FINANCE**

The work will be funded as follows:

401.000.035.535.50.48.50 Sewer Operations Fund 401 Maintenance of General Equipment, budgeted at \$75,000. We increased the budget for this item in 2014 from \$50,000 in 2013 to account for continuing plant equipment aging and maintenance issues. Due to the failure of multiple rotors, and a pump motor that is also being rewind, we anticipate that we will exceed the \$75,000 budget for Maintenance of General Equipment. If this occurs, we will request transfer of funds from the Account 402 Sewer Operations Reserve Fund, with a 1/1/2014 estimated beginning fund balance of \$616,419.

**MOTION:**

***Move to authorize Mark A. Freiberger, Director of Public Works to issue the Purchase Order No. 2014-PO-09 with Sound Ocean Metal Fabricators LTD. of Sedro-Woolley, WA for fabrication of a replacement shaft assembly for Rotor #1 at the Wastewater Treatment Plant at a cost of \$10,478.93.***



# PURCHASE ORDER CITY OF SEDRO-WOOLLEY

Purchase Order No. 2014-PO-09

Product Rotor Body

Vendor Name Sound Ocean Metal Fabricators Ltd.

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

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

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

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

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

City Department Sewer Budget (BARS) No. 535.50.48.050.401

## DESCRIPTION OF PRODUCT

Per Attached Quote: 4083 Sound Ocean Metal Fabricators Ltd, dated: March 26, 2014

## COMPENSATION

LUMP SUM – Compensation for the product will be on a Lump Sum price basis, not to exceed \$10,478.93 includes WSST without written authorization.

### Equipment and Selling Price Summary:

Custom Rotor Body for Rotor #1

Unit Price: \$ 9,658.00  
 Sales Tax (8.5%): \$ 820.93  
**Total: \$10,478.93**

## 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. Freiberger, PE, Director of Public Works

Signature \_\_\_\_\_

Date \_\_\_\_\_



Date: 3/26/14

**Quote**

500 Metcalf St - Bldg F1 - Sedro Woolley, WA 98284  
 Ph (360) 855-1213 Fax (360) 855-1983

NUMBER

**4083**

**Company**

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

**Quote To**

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

Customer Contact	Customer Phone
Debbie Allen	(360)856-1100

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

Item #	Qty	Part Name	Description	Unit Price	Total
1	1	*CUSTOM	Rotor Body - 14" sch. 40 pipe (A53 Grade B) x 23'-2" long with 150# slip-on flanges each end, welded Includes 3/4" round bar on one side. Blast to SSPC-SP10 and apply 2 coats of Tnemec series 69 primer (exterior only) Exclusions: Disassembly and reassembling of existing end components, Repair of existing damaged pipe, testing of pipe.	9,658.00	9,658.00
	1	TERMS	THE ABOVE PRICES ARE FOB SOUND OCEAN METAL FABRICATORS, SEDRO-WOOLLEY, WA. DELIVERY IS TO BE DETERMINED AT THE TIME OF ISSUING OF PURCHASE ORDER AND RECEIVING DEPOSIT. A 50% NON-REFUNDABLE DEPOSIT IS REQUIRED. THIS QUOTE IS VALID FOR 30 DAYS, SUBJECT TO MATERIAL SUPPLY INCREASE.  SOUND OCEAN METAL FABRICATORS, LTD. WARRANTS ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF MANUFACTURE. THIRD PARTY ITEMS SHALL BE COVERED BY THE ORIGINAL MANUFACTURER'S WARRANTY. SUCH WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT IN KIND. NO OTHER WARRANTY EXPRESSED OR IMPLIED IS APPLICABLE. IF THERE IS A CONSIDERABLE DELAY BETWEEN THE DATE OF MANUFACTURE AND THE DATE THE EQUIPMENT IS PLACED IN SERVICE, THE DURATION OF WARRANTY MAY BE EXTENDED BY MUTUAL AGREEMENT BETWEEN SOMF AND THE CUSTOMER. THIS WARRANTY WILL APPLY TO THE ORIGINAL PURCHASER ONLY AND IS NOT TRANSFERABLE. THIS WARRANTY WILL COVER DEFECTS IN MATERIAL OR FAULTY WORKMANSHIP ONLY, NORMAL WEAR AND TEAR EXCEPTED. UNDER NO CIRCUMSTANCES SHALL THE COST BE MORE THAN THE ORIGINAL COST OF THE EQUIPMENT.  WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS QUOTE AND LOOK FORWARD TO WORKING WITH YOU.	0.00	0.00

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

<b>Total</b>	<b>\$9,658.00</b>
--------------	-------------------



# eVOQUA

WATER TECHNOLOGIES

Evoqua Water Technologies LLC

1828 Metcalf Avenue

Thomasville, GA 31792

Quote # 12292

Date: 4/7/2014

To: Debbie Allen/ City of Sedro-Woolley

Phone: 360-856-1100

Fax: 360-856-5269

From: Fergus Robinson

email:

### Sales Quote

Validity: 30 days

Freight PPD & Add

Returns: There is a 25% restocking fee on all returned parts.

Replacement parts for Evoqua

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

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
1	1		Rotor Body Per #5300-4004-75 Primed Only With Flanges  Note: Freight not included	\$13,500.00	EA	\$13,500.00	5-6 Weeks
				Total Sale Price		\$13,500.00	

Please Direct Questions or Comments to:

Evoqua Water Tech LLC. Aftermarket Sales: Fergus Robinson

Phone: (229) 227-8705

Fax: (229) 228-0312

Email [Fergus.Robinson@evoqua.com](mailto:Fergus.Robinson@evoqua.com)

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

THIS TRANSMISSION CONTAINS CONFIDENTIAL INFORMATION INTENDED FOR USE ONLY BY THE ABOVE NAMED RECIPIENT. READING, DISCUSSING, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED BY ANYONE OTHER THAN THE NAMED RECIPIENT OR HIS OR HER EMPLOYEES OR AGENTS. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE (COLLECT) AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE US POSTAL SERVICE.



**STANDARD TERMS OF SALE**

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.**

(a) Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.

(b) **Credit Approval** - All orders are subject to credit approval by Seller. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time for any reason without advance notification. Seller may also, at its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made; and may, if shipment has been made, recover the Equipment from the carrier, pending receipt of such assurances.

(c) **Back Charges** - Field work which may result in back charges to Seller must be discussed and mutually agreed prior to performing the necessary work. Seller will issue an authorization for work that may be charged to Seller's account. Back charges without prior approval and mutual agreement shall not be accepted.

3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are EXW (Ex Works) factory with risk of loss on all Equipment shipped by Seller to Buyer passing to Buyer upon Delivery of the Equipment to the carrier at the Seller's point of shipment. Title to all Equipment shipped by Seller to Buyer shall pass upon receipt of payment for the Equipment under the respective invoice. Seller is not responsible for the cost of packaging, crating, etc. of the Equipment. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation nor shall Seller accept or be responsible for any back charges unless Buyer and Seller agree in writing to the details of such change or back charge and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and any time of performance.

6. **Excusable Delay/Force Majeure Event**

(a) **Definitions:**

(1) **"Excusable Delay"** shall mean delays caused by: (i) Buyer-directed changes; (ii) other actions or omissions of Buyer, Buyer's agents or representatives, including but not limited to, the untimely approval of Seller's submittals or failure to complete work,



**EVOQUA**

WATER TECHNOLOGIES

designated as "Buyer's Work"; (iii) Differing site conditions; or (iv) Seller being required to repair, replace, revise, or reconstruct any of the work as a result of damage to or destruction of the Equipment when such damage or destruction is not caused by Seller.

(2) "Force Majeure Event" shall mean events or circumstances that: (i) are beyond the affected party's control; (ii) could not reasonably have been provided against before entering into this agreement; (iii) having arisen, could not reasonably have been avoided or overcome; and (iv) are not substantially attributable to the other party. Force Majeure may include, but is not limited to, the following circumstances or events: (a) war, invasion, act of foreign enemies, (b) rebellion, terrorism, insurrection, military or usurped power, or civil war, (c) riot, commotion, strike, or lockout by persons other than the managers, supervisors, staff, labor, or other employee of Seller or its sub-suppliers, (d) natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, or (with respect to on-site work), unusual weather conditions.

(b) Force Majeure: Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure event

(c) Schedule Modification: If the Seller experiences an Excusable Delay or Force Majeure Event, Seller is entitled to make a claim for a change order modifying the project schedule and shall provide Buyer with a revised schedule.

(d) Pricing Modification: If Seller has suffered an Excusable Delay or Force Majeure Event, and the delay will increase the cost of performance, Seller shall be entitled to an adjustment in the purchase price. Adjustments to the purchase price shall be: (i) in an amount agreed by the parties; (ii) using applicable agreed to unit prices or hourly rates reflected in Seller's Documentation; or (iii) if neither (i) or (ii) applies, then in the amount of the cost actually and reasonably incurred, and properly documented.

(e) Right to Terminate for Force Majeure: If a Force Majeure event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination.

## 7. Warranty.

(a) Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller shall warrant the Equipment, or any components thereof, through the earlier of (i) twelve (12) months from substantial completion of installation of the Equipment (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Equipment so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Equipment. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller).

(b) THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the



Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Suspension.** In the event that Buyer suspends the work in whole or in part, for a period of time as Buyer may determine, then Seller shall be entitled to a change order for its reasonable and necessary costs incurred, including, but not be limited to, material and labor escalation incurred, due to such suspension. Seller shall resume any suspended work within a commercially reasonable period after Buyer gives Seller written notice to do so. If Buyer orders a suspension which continues for ninety (90) or more days, Seller may thereafter terminate this agreement without liability, upon fifteen (15) days.

written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Termination.**

(a) **For Convenience:** Buyer may terminate the work and this agreement at any time in its sole discretion by giving Seller at least ten (10) days written notice. Buyer shall pay termination charges to Seller that shall consist of: (i) the value of the work performed, and not paid for; (ii) termination charges from Seller's suppliers and sub-suppliers that Seller cannot reasonably reduce or avoid; (iii) additional handling and transportation costs that Seller cannot reasonably reduce or avoid and (iv) a reasonable mark up for Seller's administrative costs necessary to effect such termination. The total amount payable for such termination shall be reduced by any credits obtained, with the understanding that Buyer, at its exclusive preference, may accept delivery of complete or incomplete work, included in the termination cost.

(b) Either party may terminate this agreement, upon issuance of a written notice of such breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement).

12. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. Failing such efforts, the dispute shall be finally settled by binding arbitration in Pittsburgh, Pennsylvania pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three individuals experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. If the parties are unable to agree upon the arbitrators within twenty (20) days, then each party shall select one arbitrator and those arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The prevailing party in any arbitration shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. Any order being shipped outside of the United States shall subscribe to ICC rules and the governing language shall be English.

13. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

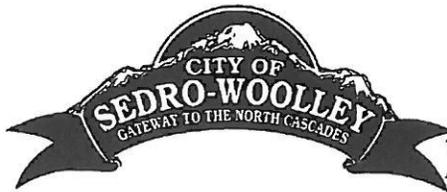
15. **Notice.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses set forth in the [purchase order]. All notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail. Electronic mail is also acceptable provided that "read receipts" are documented.



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16. **Miscellaneous.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (JUL 2013). No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



CITY COUNCIL AGENDA  
REGULAR MEETING

APR 23 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: **Supplemental Agreement Number 9 to  
Professional Services Agreement No. 2012-PS-14 for  
Design Phase Services for the SR20/Cook Road Realignment and  
Extension Project**  
David Evans & Associates, Inc.

DATE: April 15, 2014 (for Council action September 25, 2013)

**ISSUE**

Should Mayor Anderson execute the attached Supplemental Agreement Number 9 to Professional Services Agreement No. 2012-PS-14 with David Evans & Associates, Inc. of Bellevue, WA to provide construction phase engineering and inspection services for the SR20/Cook Road Realignment and Extension Project in the amount not to exceed \$51,149?

**BACKGROUND/DISCUSSION**

Supplemental Agreement Number 5 to the David Evans & Associates Standard Consultant Agreement provides a full time construction manager for the duration of the project, and a full time construction inspector for the 2013 construction season (we had anticipated utilizing Justin Bicknell as the construction inspector for the 2014 construction season). SA5 also included budget for engineering support for change orders and office survey calculations. SA6, approved by council on 9/25/2013, added \$29,225 for additional design work requested by the city. Supplemental Agreement 7 was issued under the Director's authority, and added \$7,243 for additional construction surveying. SA8 was also issued under the Director's authority and added \$5,566 for revising the plan set to reincorporate Schedules C and D.

The attached proposed Supplemental Agreement 9 totals \$51,149, and adds budget to furnish a full time construction inspector for the 2014 work, plus an additional 10 working days for the added Schedule C and D work for the construction manager, and some engineering support for Schedules C and D. We have reduced the city's construction engineering budget by the amount previously allowed for the city inspector to offset for the increase in the DEA contract.

**ANALYSIS**

**ESTIMATED COST**

Construction Contract, Base Bid, Sch A and B	\$3,760,020	Thru CO 12
DEA Supplemental Agreement No. 5-9 CM Svcs	\$ 428,779	11.4% of CN
City CM (adjusted to remove inspector by city)	\$ 65,482	1.7% of CN
WSDOT CM	\$ 20,000	
PSE Street Lights installation cost	\$ 187,342	
CNG Gas Regulator relocation cost	\$ 97,872	
<b>Subtotal Estimated Construction Cost</b>		<b>\$4,559,494</b>
DEA Design Phase Services through SA 4	\$ 814,101	

DEA On-Call Agr 2012-PW-10 TO 2 Topo Survey	\$ 43,346	
<b>Total DEA Design</b>	<b>\$ 857,447</b>	<b>19.5% of all CN</b>
Estimated City Administration Design Phase	\$ 28,246	
Misc PE & ROW Costs	\$ 5,609	
Estimated WSDOT PE & Special Study	\$ 86,795	
<b>Subtotal Design Phase Budget</b>	<b>\$ 978,097</b>	<b>22.3% of CN</b>
<b>Subtotal ROW Donations</b>	<b>\$ 792,310</b>	
<b>TOTAL PROJECT COST ESTIMATE</b>		<b>\$6,329,902</b>

### **ESTIMATED REVENUE**

Transportation Improvement Board UAP Grant - CN	\$3,956,371	
Transportation Improvement Board USP Grant - CN	\$ 255,449	
Local funds from GMA Impact Fee Fund match for TIB	\$ 77,959	
Skagit Transit - CN	\$ 77,968	
PUD No. 1 - Schedule A Waterline Work CN	\$ 109,768	
Account 103 for Bingham Park	\$ 81,979	
<b>Subtotal Construction Phase</b>		<b>\$4,559,494</b>

STP(R) federal funds through SCOG - PE	\$ 625,000	
GMA Impact Fee Fund - PE - original budget	\$ 165,000	
WSDOT Special Study - PE	\$ 40,000	
Skagit Transit - PE	\$ 12,789	
Skagit Transit - CN	\$ 77,968	
PUD No. 1 of Skagit County - PE	\$ 16,135	
PSE reimbursement for Topo Survey - PE	\$ 2,561	
Account 020 and 311 for Bingham Park MP - PE	\$ 5,514	
<b>Subtotal Design Phase funds available</b>		<b>\$ 866,999</b>
<b>Additional Funds from GMA Impact Fee Fund</b>	<b>\$ 111,098</b>	
<b>Subtotal Design Phase Revenue</b>		<b>\$ 978,097</b>

City ROW Donation	\$ 109,468	Final
WSDOT ROW Donation	\$ 540,000	Preliminary
SeaLand ROW Donation	\$ 142,842	Final
<b>Subtotal ROW Donations</b>	<b>\$ 792,310</b>	
<b>TOTAL ANTICIPATED REVENUE</b>		<b>\$6,151,989</b>

**ADDITIONAL FUNDS NEEDED \$ 155,526**

The Staff Memorandum to Council for the July 10, 2013 council meeting noted that an additional \$129,232 would be required from the GMA Impact Fee fund to cover the anticipated design phase completion cost and the match for the construction phase through Supplement 5. The staff memorandum for the September 18, 2013 council meeting awarding DEA SA 6 increased this need by \$315, for a revised total of \$129,547. The revised need per this memorandum is \$189,057, an increase of \$59,510, for a GMA Impact Fee Fund total of \$354,057. The increase represents the additional \$13,540 TIB match for Schedules C & D, \$6,488 plan revision cost for Schedules C & D, \$683 for change orders to date, plus miscellaneous adjustments to balance the cost and revenue.

The January 15, 2014 final acceptance memorandum for the SR9 Bicycle/Pedestrian Improvements Project estimated the GMA Impact Fee fund balance at \$128,796 after close out of that project. We have determined that \$73,974 in staff charges for PE and CE for the SR20/Cook project to date may be discounted for budget purposes, leaving \$202,770 in impact fees available for SR20/Cook. With the staff charges adjustment, sufficient funds are available to cover the proposed supplemental agreement and Schedule C and D match requirements, with an estimated \$13,712 fund balance.

Change orders to date have totaled \$426,649, including the \$224,034 Schedule C & D contract work funded by TIB USP, the \$67,596 Skagit Transit Park & Ride funded by Skagit Transit, plus \$81,979 for Bingham Park funded from REET, leaving \$49,559 in actual miscellaneous changes for the base contract. Additional changes may be expected.

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Supplemental Agreement Number 9 to Professional Services Agreement No. 2012-PS-14 with David Evans & Associates, Inc. of Bellevue, WA to provide additional construction phase engineering and inspection services for the SR20/Cook Road Realignment and Extension Project in the amount not to exceed \$51,149.***



<b>Supplemental Agreement Number 9</b>		Organization and Address David Evans and Associates, Inc 415 118th Avenue SE Bellevue, WA 98005	
Original Agreement Number DEA Project # SDRO0000-0016		Phone: 425-519-6500	
Project Number Federal Aid # STPUS-0020(172)	Execution Date 6/8/2012	Completion Date 9/30/2014	
Project Title SR 20, Cook Road Realignment and Extension Project	New Maximum Amount Payable <b>\$ 1,242,248.00</b>		
Description of Work Supplement No. 9 adds the following work element: Additional construction inspection and construction management budget for Stages 3 and 4 construction.			

The Local Agency of City of Sedro-Woolley  
desires to supplement the agreement entered into with David Evans and Associates, Inc.  
and executed on 6/8/2012 and identified as Agreement No. STPUS-0020(172)

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See the attached "Exhibit A-1" for the Scope of Work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change

III

Section V, PAYMENT, shall be amended as follows:

See the attached "Exhibit E-1" for the fee estimate

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: DAVID EVANS and Associates, Inc.

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

*Scott B. Smith, Sr. Associate*  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

**Exhibit A-1  
Scope of Services**

**SR 20/Cook Road Extension and Realignment  
Roadway Improvement Project**

TIB Project Number 8-2-126(009)-1  
Sedro-Woolley Project Number 2013-PW-01

**Construction Management**

Prepared for  
City of Sedro-Woolley

Prepared by  
David Evans and Associates, Inc.

**April 10, 2014**

## **2.0 Construction Management**

The CONSULTANT shall provide assistance to the CITY for construction management services for the SR 20/Cook Road Extension and Realignment Roadway Improvement Project.

### **2.1 Duration of Contract**

Task 2.1 of Supplement No. 5 is deleted and replaced with the following:

The duration of the contract for the construction management services provided will be for two seasons – from August to November of 2013, followed by May to August of 2014. The construction contract is assumed to be 145 working days at 9 hours/day for the Construction Manager and 130 working days at 9 hours/day for the Construction Inspector.

**Exhibit "A"**  
**Summary of Payments**

	Basic Agreement	Supplement #1	Supplement #2	Supplement #3	Supplement #4	Supplement #5	Supplement #6	Supplement #7	Supplement #8	Supplement #9	Total
Direct Salary Cost	\$169,642.00	\$12,073.00	\$32,700.00	\$203.00	\$902.00	\$77,733.00	\$9,578.00	\$181.00	\$1,824.00	\$15,933.00	<b>\$320,769.00</b>
Overhead (including Payroll Additives)	\$297,095.00	\$21,144.00	\$57,266.00	\$356.00	\$1,580.00	\$136,134.00	\$16,774.00	\$318.00	\$3,195.00	\$27,903.00	<b>\$561,765.00</b>
Direct Non-Salary Cost	\$152,259.00	(\$22,338.00)	\$0.00	\$19,920.00	\$6,010.00	\$98,409.00	\$0.00	\$6,690.00	\$0.00	\$2,533.00	<b>\$263,483.00</b>
Fixed Fee	\$50,893.00	\$3,622.00	\$9,810.00	\$61.00	\$271.00	\$23,320.00	\$2,873.00	\$54.00	\$547.00	\$4,780.00	<b>\$96,231.00</b>
<b>Total</b>	<b>\$669,889.00</b>	<b>\$14,501.00</b>	<b>\$99,776.00</b>	<b>\$20,540.00</b>	<b>\$8,763.00</b>	<b>\$335,596.00</b>	<b>\$29,225.00</b>	<b>\$7,243.00</b>	<b>\$5,566.00</b>	<b>\$51,149.00</b>	<b>\$1,242,248.00</b>

**Exhibit E-1**  
**Consultant Fee Determination - Fixed Fee**  
**SR 20, Cook Road Realignment and Extension Project**  
**Construction Management**  
City of Sedro-Woolley

**David Evans and Associates, Inc.**

Classification	Direct Rate	Hours	Cost
1 Project Manager (PMGR)	\$ 60.50	12	\$726
2 Managing Professional Engr/QC (MGPE)	\$ 65.00	26	\$1,690
3 Professional Engineer (PFEN)	\$ 44.00	8	\$352
4 CADD Manager (CADM)	\$ 40.00	4	\$160
5 Construction Manager (CONM)	\$ 42.00	90	\$3,780
6 Construction Inspector (CINS)	\$ 20.50	450	\$9,225
		Total Hours	590
<b>Salary Cost</b>			<b>\$15,933</b>
<b>Overhead Cost @</b>	175.13% of Direct Labor		<b>\$27,903</b>
<b>Fixed Fee @</b>	30.00% of Direct Labor		<b>\$4,780</b>
<b>Total Overhead &amp; Net Fee Cost</b>			<b>\$32,683</b>
<b>DEA Subtotal</b>			<b>\$48,616</b>
<b>Direct Expenses</b>			
Mileage	miles @ \$0.56 /mile	1800	\$1,008
Per Diem (Construction Manager)	days @ \$25 /day	11	\$275
Per Diem (Construction Inspector)	days @ \$25 /day	50	\$1,250
		<b>Subtotal</b>	<b>\$2,533</b>
<b>Construction Management Total</b>			<b>\$51,149</b>

\*Skagit fees are based on non-prevailing wage rates.

**Exhibit E-1**  
**Consultant Fee Determination - Summary Sheet**  
**SR 20, Cook Road Realignment and Extension Project**  
**Construction Management**  
City of Sedro-Woolley

**David Evans and Associates, Inc.**

Work Element #	Work Element	1	2	3	4	5	6	DEA Total	DEA Dollars
		Project Manager (PMGR)	Managing Professional Engr/QC (MGPE)	Professional Engineer (PFEN)	CADD Manager (CADM)	Construction Manager (CONM)	Construction Inspector (CINS)		
<b>direct rates:</b>		\$60.50	\$65.00	\$44.00	\$40.00	\$42.00	\$20.50		
		Total	Total	Total	Total	Total	Total	Total	Total \$
<b>1.0</b>	<b>Contract Management</b>								
1.1	Project Management	4						4	\$738
1.2	Monthly Invoices and Progress Reports (12 total)								
1.3	Quality Control/Quality Assurance Review	4	4					8	\$1,532
	<b>Work Element 2.0 Total</b>	8	4					12	\$2,270
<b>2.0</b>	<b>Construction Management</b>								
2.1	Duration of Contract (10WD CM; 50 WD CI at 9 hr/day)					90	450	540	\$39,682
2.2	Construction Management Tasks		14					14	\$2,777
	<b>Work Element 2.0 Total</b>		14			90	450	554	\$42,459
<b>5.0</b>	<b>Design Support (Addition of Schedules C&amp;D)</b>	4	8	8	4			24	\$3,887
	<b>Work Element 6.0 Total</b>	4	8	8	4			24	\$3,887
	<b>Direct Expenses</b>								\$2,533
<b>PROJECT TOTAL - Schedules C and D Addition</b>		<b>12</b>	<b>26</b>	<b>8</b>	<b>4</b>	<b>90</b>	<b>450</b>	<b>590</b>	<b>\$51,149</b>

APR 23 2014

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



## INTERLOCAL TECHNOLOGY SERVICE AGREEMENT BETWEEN SKAGIT COUNTY AND THE CITY OF SEDRO- WOOLLEY

---

### 1 PARTIES

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

Agency agrees to the terms of each service as set forth in this agreement, including:

General Conditions for Service; Exhibit A  
Technology Services; Exhibit B  
Insurance, Exhibit C

Copies of which are attached hereto and incorporated herein by this reference as if set forth herein.

### 2 PURPOSE

This agreement shall address services provided by the County to Agency. Each service is attached as an exhibit to this agreement as stated above.

### 3 TERM OF AGREEMENT

The term of this Agreement shall be from January 1<sup>st</sup>, 2014 through December 31<sup>st</sup>, 2016.

### 4 Administration

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement.

In the event that such representatives are changed, the party making the change shall notify the

other party.

The County's representative shall be the Information services Manager.  
The Agencies representative shall be \_\_\_\_\_.

## **5 Treatment of Assets**

No fixed or intangible assets or personal or real property will be jointly or cooperatively, acquired, held, or disposed of pursuant to this agreement.

## **6 Indemnification**

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

## **7 Termination**

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

Upon termination of this Agreement, Agency will pay its appropriated share for all services rendered within the current payment period.

### **7.1 TERMINATION OF AGREEMENT - EVENTS OF DEFAULT.**

This Agreement may be immediately terminated without notice upon an event of default, which events of default include but are not limited to the following:

- a) The Agency wrongfully uses the data provided by the County per terms of this agreement including all attachments.
- b) The Agency sells, gives, leases, or loans access to the screens or the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written approval of the County.
- c) The Agency uses a service to process information whose rated security classification is higher than the rated security classification of the service. Classification levels are described in Exhibit A. Each service described in Exhibit B will have a classification level

assigned to it.

- d) The Agency intentionally performs an action that will result in damage to data, software or hardware used to perform services as described in this agreement including all attachments.
- e) The Agency provides access to confidential or proprietary information to unauthorized individuals, third parties, software programs or interfaces, without prior written permission of the County.
- f) The Agency intentionally or unintentionally bypasses, security controls, policies, processes, or policies which would allow or create the possibility of allowing unauthorized access to confidential or proprietary information.

## **8 Changes, Modifications, Amendments and Waivers**

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

## **9 Public Disclosure**

As a public agency, the County is bound by the Public Disclosure and Criminal Records laws as declared in Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws..

Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and Public Disclosure Act, Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws. Other entities will not disclose data except through specific contracts, court orders or agreements with application and data owners.

Agency and the County agree that all records are owned by the Agency and maintained by the County for the exclusive benefit of the Agency. Nothing in this agreement is intended to create a situation where the County has Agency records in its possession or control for purposes other than maintenance and operation of this agreement. Agency agrees that it is solely responsible for responding to public records requests the County receives for Agency records held by the County pursuant to the Services subject to this agreement.

In the event County receives a public records request for Agency information or records covered under this agreement, County will immediately forward such request to Agency. Agency will assume all responsibility for the handling and response to the forwarded request and agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees, costs and penalties by reason of any and all claims and demands upon the County, its elected or appointed officials or employees related to any requests for Agency records covered under this agreement.

## **10 General Service Terms**

### **10.1 AUTHORIZED USE**

This agreement is intended for use by the Agency's authorized agents only. All accounts must be approved by the County.

### **10.2 THE COUNTY MAY PRIORITIZE PROVISION OF ACCESS.**

The County may limit, control or prioritize the access described herein to any extent necessary to prevent such from unreasonably disrupting the County's operations and to prevent excessive interference with other essential functions of the County and to the extent necessary to provide access to its public records by other members of the public.

This may include scheduled shutdowns for backups or maintenance and unscheduled shutdowns due to hardware or software malfunctions.

### **10.3 SOFTWARE**

Computer applications programs and other software systems furnished to Agency by the County at no charge to Agency are furnished on an "as is" basis with no representations or warranties regarding use or results.

### **10.4 AGENCY EQUIPMENT COSTS AND MANAGEMENT**

The Agency shall be totally responsible and liable for all costs incurred in the acquisition of its own equipment, including telephone lines and other supplemental equipment and the costs of connecting that equipment with the County's equipment, if necessary. The Agency will be responsible for trouble shooting, maintaining and managing their equipment and network to the County demarcation point.

Agency equipment that is located in County facilities shall be tagged with an inventory tag identifying that equipment as Agency owned.

### **10.5 LIMITATION OF LIABILITY**

#### **10.5.1 NON-CONFORMING SERVICES**

For any services which fail to conform to the specification(s) detailed in this Agreement and such failure is caused solely caused by the negligence of Skagit County, the County's liability shall be limited to reimbursement of the quarterly charges in which the service(s) failed to conform.

If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each. Agency is solely responsible for any damage caused in whole or in part by inaccurate or inadequate data, programs, or software furnished to the Agency by County.

Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the

workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

County is not liable for system failure, power loss, loss of Internet, loss of network connectivity, software system failure, security breach/failure or other unforeseeable conditions that result in the unavailability of service to Agency.

#### **10.5.2 LOSS OR DAMAGE TO AGENCY SUPPLIED DATA**

For any loss or damage to Agency supplied data or programs due to negligence of the County, Agencies liability shall be limited to reasonable attempts by County to replacement or regenerate lost or damaged data from the County's supporting material. County shall limit reasonable attempts to restore information to 40 hours of staff time per incident per service.

#### **10.6 DAMAGES**

Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

#### **10.7 THIRD PARTY CLAIMS**

In the event that either party is found liable for damages to third parties as a result of the performance of services under this Agreement, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Agreement.

#### **11 Venue and Choice of Law**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

#### **12 Patent/Copyright Infringement**

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a) Contractor shall be notified promptly in writing by County of any notice of such claim.
- b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

#### **13 Severability**

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or

application. To this end the terms and conditions of this Agreement are declared severable.

#### **14 OWNERSHIP OF ITEMS PRODUCED**

All writings, programs, data, public records or other materials prepared by the County and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

All writings, programs, data, public records or other materials prepared by the Agency and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the Agency

Vendors providing software, hardware or services shall retain all intellectual property rights for programs, documentation or other optional materials to County or Agency.

#### **15 Confidentiality**

Proprietary or confidential information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information or data on the County network shall be treated as proprietary regardless of ownership.

The County has the right to refuse acceptance of proprietary or confidential information supplied by the Agency.

#### **16 Waiver**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

#### **17 Survival**

The provisions of paragraphs 6 (Indemnification), 7 (Termination), 11 (Venue and Choice of Law), 12 (Patent/Copywrite), 14 (Ownership of Items Produced), 15 (Confidentiality), 16 (Waiver), shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

#### **18 ENTIRE AGREEMENT**

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

GOVERNMENT AGENCY:

---

Title of Signatory  
(Date \_\_\_\_\_)

---

Print Name of Signatory

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

325 Metcalf Street  
Sedro-Woolley, WA 98284

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

\_\_\_\_\_  
Ron Wesen, Chair

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

\_\_\_\_\_  
Sharon D. Dillon, Commissioner

\_\_\_\_\_  
Clerk of the Board

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

Recommended:

\_\_\_\_\_  
County Administrator

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

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director

# Exhibit A

## General Terms and Conditions – Technology Services

### 1 DEFINITIONS

#### 1.1 DIRECT TECHNICAL SERVICE

A Direct Technical Service is a service used by and billed directly to agencies. An example of a direct technical service would be a service such as electronic messaging. This service is billed based on the number of accounts and each agency that uses the service can expect to see a bill based on total cost of delivering the service. All services below will identify if they are a direct technical service.

#### 1.2 INDIRECT TECHNICAL SERVICE

An indirect technical service is a service that other services utilize in order to accomplish their scope of work. The Skagit County Data Center is a good example of an indirect technical service. Many services rely on the Skagit County Data Center for facilities, physical security and redundant power, however there is no direct billing to any agency for its use.

#### 1.3 REGIONAL INTER-GOVERNMENTAL NETWORK (RIGN)

The Regional Inter-Governmental Network is a shared inter-connecting network between the municipalities of Skagit County. The network resides fully within the boundaries of Skagit County and is administered by the partner members of the network.

### 2 SERVICE AVAILABILITY

County will strive to provide service available twenty-four (24) hours per day, seven (7) days a week unless stated otherwise in Technology Services, Exhibit "B". The following items are exceptions to Service Availability.

#### 2.1 SCHEDULED MAINTENANCE

The County reserves the right to schedule preventative maintenance on all systems. When possible, preventative maintenance will be scheduled a minimum two weeks in advance and attempt to minimize impacts to each user agency. The Agency will have three (3) business days after getting notification of scheduled maintenance to inform the County if the scheduled maintenance will cause an undue burden on the Agency. County and Agency will discuss the issue and work to resolve a mutually agreeable time to conduct the maintenance if the maintenance can be delayed.

Scheduled maintenance may result in loss of service for a period of time.

#### 2.2 SOFTWARE AND HARDWARE UPGRADES

Software and Hardware upgrades differ from normally scheduled maintenance, in that systems

# Exhibit A

## General Terms and Conditions – Technology Services

will be unavailable for the duration of the upgrade. It is conceivable that an upgrade may take a couple of days. When possible, the Agency will be informed a month prior to the scheduled upgrade time. Skagit County will make every reasonable attempt to schedule the upgrade to minimize impacts to each Agency; however, both parties agree that due to the wide use of this system and the minimal amount of support personnel, there will be Agency impacts.

### **2.3 EMERGENCY MAINTENANCE**

Emergency maintenance will be coordinated with the Agency when possible.

### **2.4 SYSTEM FAILURE**

It is possible that the system may fail due to unforeseen hardware, software, security or network failure. In the event of a failure, County will work to restore services as soon as practical. County reserves the right to move services to backup systems if needed, but is not required to do so.

## **3 SERVICE CHARGES**

Charges for products and services provided by the County will be based on actual costs incurred by County. All billing will be on a quarterly basis based on the actual expenditures for the previous quarter.

### **3.1 CALCULATIONS FOR TECHNOLOGY SERVICES**

For each service there is a metric that is defined that is used to determine the allocation of costs to the Agency. Some examples of metrics, include, but are not limited to number of accounts, workstations, disk space used, and physical space used. Each service has a unique metric defined and can be found in the exhibit attached describing the service.

The formula for determining the cost per agency for Services Billing shall be:

$$(TC - S) * (AM/TA)$$

Where;

TC = Total cost of support for systems required to support the service inclusive of Help Desk Expenditure within a fiscal quarter.

S = Other external revenues (including grants)

AM = Number of items used to calculate the Metric for an Agency

TA = Total number of Metric items of all Agencies.

### **3.2 TECHNICAL AND ADMINISTRATIVE SERVICE COSTS**

Many services offered by County utilize other technology services in order to accomplish the scope of work. Each service described in Technical Services, Exhibit B, shall identify other technology services required for use. These currently consist of, but are not limited to;

Administrative Services – Those expenses and labor that support all services provided by

# Exhibit A

## General Terms and Conditions – Technology Services

Skagit County Information Services.

Data Center Service – The expenses and labor required to operate and maintain Skagit County's data centers. Cost is allocated by amount of space used per service.

File Transfer Services – The expenses and labor required to support secure Internet file transfer of data to other agencies or companies.

Regional Inter-Governmental Network (RIGN) Services – The expenses and labor required to support the RIGN, which connects Spillman Services to Agency systems over private networks.

Each of these technical services use the same cost allocations model as described previously.

### **3.3 PROFESSIONAL SERVICES**

Professional Services shall be incorporated into this agreement as an amendment. Each service shall address scope and compensation of the work to be performed.

Professional Services shall not be initiated under any circumstance unless approved by the Skagit County Board of Commissioners..

### **3.4 COUNTY PAYMENT OF TAXES**

If the County is required to pay sales or use tax in order to provide service under this Agreement to Agency, such taxes will be added to the total cost of the service being provided.

### **3.5 INVOICES AND LATE PAYMENT**

The County will invoice Agency quarterly detailing charges for services rendered during the preceding quarter. Payment is due upon receipt of invoice by Agency and becomes delinquent 30 days thereafter.

A late payment charge may be applied to any remaining balance 60 days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of 1% per month. Agreements with balances more than 90 days past due may be terminated under the TERMINATION FOR CAUSE provision of this Agreement, and services discontinued.

## **4 Ownership of Software**

All software required to operate services as defined in exhibit "B", shall be provided by County and shall not be jointly or cooperatively, acquired, held, or disposed of.

In the event that software can be separately licensed by Agency and such license allows use with County's service offering, Agency shall have responsibility to acquire and dispose of this form of licensed software. Software of this type shall be identified in the services section in Exhibit "B".

## **5 AGENCY FIELD OFFICE ENVIRONMENT AND COMPUTING DEVICES**

Agency is responsible to provide computing devices, for its authorized agents that comply with Vendor's published standards as applicable for each technology service utilized.

# Exhibit A

## General Terms and Conditions – Technology Services

### **5.1 AGENCY MAINTENANCE DEMARCATION POINT**

County will repair, configure and maintain the services provided and defined in Exhibit B and specifically owned by County.

County shall have no responsibility to repair, configure or maintain Agency own equipment or software, including but not inclusive of, workstations, network equipment, network transmission lines, printing devices, smart devices, or any other equipment or software application resident on Agency's network.

Skagit County shall have no responsibility or incur any liability in regards to the delivery of telecommunications by third parties unless elsewhere specified in this agreement.

### **6 CONFIGURATION MANAGEMENT**

All configuration changes to County provided services will be made by Skagit County Information or Geographic Information Services or system support vendors in coordination with the County. The Agency will provide County with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the system.

### **7 DISASTER RECOVERY**

Where applicable, County shall implement a disaster recovery capability consisting of creating a secondary copy of systems used in support of County provided services. Disaster recovery is intended to restore data in the case of a catastrophic event. The secondary copy is only maintained for a short period of time and then refreshed and is intended only to restore County provided services and data.

### **8 GRANTS**

County has no obligation to support any grant award received by Agency unless specifically agreed to be the County as part of the service scope of work, as described in Exhibit "B".

### **9 SECURITY AND INTEGRITY**

The Skagit County network is protected from the Internet with firewall security to prevent unauthorized access from the Internet. The Agency is responsible for securing their organization's computer resources against all unauthorized access.

If the service utilized by the Agency requires an RIGN connection and the Agency determines to disconnect from (RIGN), Agency agrees to notify County immediately. This action will terminate delivery of the affected service to agency.

The County, in conjunction with the Agency shall work to comply with Federal, State and Local security requirements. Each Technical Service may have specific security requirements that are defined in the Technical Services, Exhibit B.

### **10 SUPPORT COVERAGE**

# Exhibit A

## General Terms and Conditions – Technology Services

### **10.1 SKAGIT COUNTY SERVICE DESK COVERAGE**

The Skagit County service desk is staffed approximately 8 hours per day, five days a week, excluding holidays and County closure days. Support hours are generally from 8:00 AM - 4:30 PM. The phone number is:

**(360) 419 - 3338**

Guaranteed availability of the Service Desk personnel is not possible due to staffing constraints. The Service desk will log computer and network problems and dispatch problems to the responsible engineer. If the service desk technician is away from the phone for any reason, the caller will be asked to leave a voice mail message. The service desk will return the call as soon as possible.

The Agency may also send electronic mail to us regarding problems at **HELPDESK@CO.SKAGIT.WA.US**.

The Agency is responsible for providing a current contact list of employees who are authorized to request services from Skagit County.

### **10.2 AFTER HOURS COVERAGE**

After hours support is not part of this agreement. There is no support offered outside of service desk hours.

## **11 Data Classification**

Each service described will have a security rating associated with it that specifies the type of information that the system is rated to process. Data is classified as follows:

### **Category 1 – Public Information**

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

### **Category 2 – Sensitive Information**

Sensitive information may not be specifically protected from disclosure by law and is for official user only. Sensitive information is generally not released to the public unless specifically requested.

### **Category 3 – Confidential Information**

Confidential information is information that is specifically protected from public disclosure by law. It may include but is not limited to:

- a. Personal information about individuals, regardless of how that information is obtained.

## Exhibit A

### General Terms and Conditions – Technology Services

- b. Information concerning employee personnel records.
- c. Information regarding Information Technology infrastructure and security of computer and telecommunications systems.

#### **Category 4 – Confidential Information Requiring Special Handling**

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

Each service will have a data classification rating. Agency's shall interpret the rating to mean that the service is authorized to process the level of data category specified and below. A system rated at Category 3 is also rated to process Category 1 and 2 data classifications.

#### **11.1 FEDERALLY PROTECTED INFORMATION**

Federally Protected Information shall be considered Category 4. In the cases where a service is rated to process Category 4 information it shall also state what federally protected data it has been certified to process as well.

# Exhibit B

## Specific Terms and Conditions – Technical Services

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# Exhibit B

## Specific Terms and Conditions – Technical Services

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### **1 Storage Area Network Service [4]**

This service is primarily an *indirect technical service* that supports the virtual server hosting environment.

#### **1.1 Service Scope**

This service pays for hardware, software, consumables and professional services to support the Storage Area Network.

#### **1.2 Service Compensation**

Compensation shall be the total cost of all software, hardware, consumable items and professional services within a billing period. This cost shall be distributed by disk space allocated for each type of disk system.

#### **1.3 Service Classification**

This service is rated to process Category 3 information. Category 4 processing will require a separate service offering.

#### **1.4 Service Specific Terms and Conditions**

There are no specific terms and conditions for this service.

#### **1.5 Indirect Technical Services**

This service relies on the following indirect technical services in order to support the scope of the Geographic Information Service

- Data Center Service

An allocation of the cost of these services will be incorporated as part of the service cost.

#### **1.6 Security Level of this Service**

This services is rated to process up to Category 3 information.

# Exhibit B

## Specific Terms and Conditions – Technical Services

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### 2 Secure File Transport Service (SFTS) [9]

#### 2.1 Service Scope

The Secure File Transport Service is a **direct technical service**. It is also used by other services as an Indirect Technical Service with costs being apportioned between all uses. Secure Internet File Transfer Services are intended to provide the capability to encrypt transmission of files across the Internet to the intended receiver of the file.

This service shall:

- Provided a password protected account for the agency to upload/download files for transfer across networks.
- Provide a password protected account for the user of the service for which the agency wishes to share files.
- Instruction to Agency and file sharing partners on how to correctly use this service.
- Management, troubleshooting and support of the hardware and software used to operate this service.

#### 2.2 Service Compensation

The metric for the Secure Internet File Transfer Service will be the number of County and/or Agency employees or Contractors provided accounts to utilize this service.

#### 2.3 Service Specific Terms and Conditions

##### 2.3.1 Provision of SFTS Accounts

Each account provisioned will need to meet the security needs of the agency. As such, there are cases where many accounts may be needed by an agency in order to meet their security needs. Agency shall discuss security options with County prior to provisioning of any SFTS accounts.

##### 2.3.2 Agency Responsible for Data Preservation

All files that are transferred by this service are considered transitory. As such there is no backup

# Exhibit B

## Specific Terms and Conditions – Technical Services

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or disaster recovery processes that run on this system. In the event of a disaster, Information Services will rebuild the system to its initial state. All data will be lost. The Agency is responsible to ensure it has a copy of the primary record that will be transferred through this service.

### **2.3.3 Agency Responsibilities**

The agency shall be responsible to:

- 1) Provide all hardware and software to connect to the SFTS service.
- 2) Provide high speed Internet access or an RIGN connection to employees that will utilize this service
- 3) Provide all desktop support and client software support for Agency employees.
- 4) Provide staff or support contracts with knowledge of File Transport Protocol, desktop computers and the Internet to configure and support their systems that will access County's service.

### **2.4 Indirect Technical Services**

This service does not utilize any indirect technical services.

### **2.5 Security Level of this Service**

This services is rated to process up to Category 3 information.

# Exhibit B

## Specific Terms and Conditions – Technical Services

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### 3 Spillman Shared Services [13]

#### 3.1 Service Scope

The Spillman Public Safety System (SPSS) Shared service is an *indirect technical service* used by all other Spillman services. The service consists of all expenses and labor associated with the operation, maintenance, design, procurement, capital recovery of hardware, software, technical services, contractual labor or employee labor in performance of support of hardware, software, or networking that is shared between all other SPSS services. The SPSS shared service includes, but is not limited to the following activities.

- Disaster Recovery and Backup Systems
- Training of Information Services Staff on Spillman software and systems
- Procurement, training, installation and management of hardware platforms used to operate the SPSS
- Encryption hardware and software service
- Procurement, training, installation and management of network equipment used to support SPSS shared service
- Support of software modules shared between all services
- SPSS Account Management

#### 3.2 Compensation

Compensation for this service shall be as defined in the General Terms and Conditions.

##### 3.2.1 Service Metric

The current metric utilized to determine cost per agency shall be the sum of the number of authorized accounts for Law Enforcement agencies and the number of Spillman licensed apparatus' with access to Spillman for fire and medical agencies.

#### 3.3 Specific Service Terms and Conditions

There are no specific terms and conditions for this service.

#### 3.4 Indirect Technical Services

This service relies on the following indirect technical services in order to support the scope of work as defined within this section:

- Data Center Services
- Administrative Service

# Exhibit B

## Specific Terms and Conditions – Technical Services

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Each indirect technical service will be included in the total billing for this service.

### **3.5 System Policies**

Agency agrees to adhere to the SPSS Policies and Procedures Manual which shall be used for policies and procedures that are specific to the operation and management of the SPSS system.

### **3.6 Security Level of this Service**

This service is rated to process up to Category 4 information.

This services is not rated to support federally protected Medical Information covered under the Health Insurance Portability and Accountability Act (HIPAA).

# Exhibit B

## Specific Terms and Conditions – Technical Services

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### **4 Spillman Basic Service [17]**

#### **4.1 Scope**

The Basic Law Service shall consist of, but not limited to the following activities in support of Authorized Law Enforcement agencies utilizing the SPSS as follows;

- Criminal Justice Information System (CJIS) security requirements management
- Support of the NIBRS (WIBRS) module
- Support of the Sector Electronic Citations Interface
- Support of and access to the Mug Shot System
- Support of and access to Domestic Violence Protection Orders System
- Access to the Spillman Records Management Module
- USB Security device management, replacement and configuration
- Fleet Management
- Licenses/Permits
- Premises Information
- Personnel Management
- Traffic Information
- Hazardous Materials
- State Link (State Returns)
- Summit
- Processing of Law Enforcement Reports
- Training as applicable
- On-going normal support of above services

#### **4.2 Compensation**

Compensation for this service shall be as defined in the General Terms and Conditions.

##### **4.2.1 Service Metric**

The current metric utilized to determine cost per agency is based on the type of access to the SPSS. This shall be the sum of agency accounts.

#### **4.3 Specific Service Terms and Conditions**

There are no specific terms and conditions of this service.

#### **4.4 Indirect Technical Services**

The following indirect technical services are utilized by this service

# Exhibit B

## Specific Terms and Conditions – Technical Services

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- a) Data Center Service
- b) Secure File Transfer Service
- c) SPSS Shared Service

As such an allocation of the cost of the service will be part of the billing.

#### **4.5 Security Level of this Service**

This service is rated to process up to Category 4 information.

This services is **not** rated to support federally protected Medical Information covered under the Health Insurance Portability and Accountability Act (HIPAA)

# Exhibit B

## Specific Terms and Conditions – Technical Services

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### **5 Electronic Messaging Service [19]**

The Electronic Messaging Service provides electronic mail to employees, contractors, or volunteers of an Agency subscribing to this service.

#### **5.1 Service Scope**

The Electronic Messaging Service shall:

- Deliver electronic mail via Microsoft Outlook or Outlook Web Access
- Provide Spam filtering
- Provide Virus prevention and detection capabilities
- Provide service desk support for electronic mail problems and issues
- Accept requests from Agency to create, modify or delete electronic messaging accounts
- Address problems with routing of electronic messages
- Provide a backup of the electronic messages and associated data
- Provision a domain in conjunction with Agency for receipt and delivery of its electronic messages.
- Limit access to Agency data to only those employees of County with reasonable need to access Agency data in order to perform their job functions in support of this service.
- Maintain a two (2) week disaster recovery backup.
- Provide messaging services to mobile devices through capabilities as provided by Microsoft's Activesync software.

#### **5.2 Service Compensation**

The Metric for Compensation calculations shall be the number of electronic messaging accounts.

#### **5.3 Service Specific Terms and Conditions**

##### **5.3.1 County Responsibilities**

County is responsible for the Electronic Messaging Service as follows:

- 1) County shall provide Microsoft Exchange server capabilities to Agency. County shall manage, support, troubleshoot and repair Microsoft Exchange Server. County shall be responsible for all server based licenses required to operate the Electronic Messaging Service.
- 2) County shall provide Outlook Web Access for Agency employees to access the

# Exhibit B

## Specific Terms and Conditions – Technical Services

---

Microsoft Exchange Server via the Internet. The Agency shall be responsible for an Internet connection to access this capability.

- 3) County shall backup the Electronic Mail store that is resident in the Exchange server. Electronic mail that is moved to non-county locations, such as the hard drive of Agency's workstation or personal computer is not backed up by Skagit County and becomes the responsibility of the Agency to manage.
- 4) County shall operate and maintain Spam and Virus filtering on electronic mail messages.
- 5) County shall operate and maintain a connection to the Internet for the purposes of providing the Electronic Messaging Services on the Internet. Agency must have an Internet capability to access electronic messages using Outlook Web Access.
- 6) County shall operate and maintain the Regional Inter-Governmental Network for organizations wishing to connect to County through this means. New access to this network is established through a separate Service Level Agreement.
- 7) County shall supply and support all hardware and software required to operate the electronic messaging service, exclusive of Internet or Agency devices or software outside of County's direct control. County is not responsible for any equipment, software or network device outside of its direct influence, unless other contractual agreements exist between County and Agency.

### **5.3.2 Security Changes**

The County may make configuration changes to the system in order to provide greater security against Cyber threats. Skagit County shall utilize a Change Management Process to notify Agency of the change and potential impacts of such a change.

### **5.3.3 Electronic Messaging Settings**

The Agency agrees to the following configuration settings of the electronic messaging service

- Electronic Messages shall not be greater than 30 Megabytes in size. This is the total for each message.
- Dangerous attachments that can cause code execution on computers are blocked. Some examples include attachments with .SRC and .EXE extensions.
- If security software, such as virus detection software determines that the message has a computer virus, that message will be blocked.
- The limit in disk space on the Microsoft Exchange Store for each account is set at 250 Megabytes maximum. The Microsoft Exchange software will warn a user when 200 Megabytes is hit and block in-coming messages when the 225 Megabytes threshold is

# Exhibit B

## Specific Terms and Conditions – Technical Services

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reached.

- The use of #all list is restricted to Skagit County Departmental Management Only.
- Backups of Data from the Electronic Messaging system is only maintained by the County for two (2) weeks. This data is held for disaster recovery purposes only.

### **5.3.4 Deletion of Data by Agency**

Electronic Messages deleted by Agency employees will only be retained for two (2) weeks. Once the two weeks have elapsed, County will not be able to recover data as described in this section.

### **5.3.5 Electronic Messaging Discovery Procedures**

In the event that Agency is required to produce electronically stored information as part of a legal proceeding, the following procedure shall be followed:

- 1) Agency shall promptly notify County of the order. As part of this notification, County shall work with Agency to determine which disaster recovery data shall be held.
- 2) County shall assist Agency as needed to obtain electronic stored information. Such work will be billed by County as time and materials, including the cost to procure additional tapes/storage to accommodate Agency request if required. Recovery of electronic messaging as part of a discovery process is NOT as part of the service offering of electronic messaging services.
- 3) Agency shall notify County when the discovery process has been completed and the tapes/storage may be destroyed or put back into service.

County has no obligation to provide, manage, or make available tape units capable of reading disaster recovery tapes provided to Agency under this section past the expiration date of this agreement.

### **5.3.6 Monitoring and Disclosure**

County is under no obligation to monitor the information residing on or transmitted via the electronic messaging service or residing on exchange data stores. However, use by Agency of the electronic messaging service means Agency agrees that County may monitor the server contents periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the electronic messaging service properly or to protect itself and its users. County reserves the right to modify, reject or eliminate any information residing on or transmitted to its Exchange server that it, in its sole discretion, believes is unacceptable or in violation of these terms and conditions. Agency will be notified to assist in corrective action if unacceptable materials are found to exist.

# Exhibit B

## Specific Terms and Conditions – Technical Services

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### 5.3.7 Agency Responsibilities

Agency is responsible to:

- Agency shall ensure that all devices that will access the Electronic Messaging Service are at the software versions required. Currently a minimum of Microsoft Outlook 2010 is required for desktop and laptop devices.
- Ensure that computing devices accessing the Electronic Messaging service are licensed by Microsoft to access the service. Agency shall provide to County proof of licensing if requested. This generally requires at least a Microsoft Exchange Client Access License.
- Ensure Agency local area network is capable of supporting the Electronic Messaging Service to the demarcation point of the service.
- Ensure that changes to accounts, adding, deleting, archiving are clearly communicated to the Service Desk and that they receive a confirmation number for each request.
- Complying with any third party license requirements for third party software required to utilize the Electronic Messaging Service.
- Provide a high speed, DSL or greater, connection to the Internet, or establish a Regional Inter-Governmental Network (RIGN) connection to Skagit County.
- Provide technical support to configure Agency workstations or personal computers per recommended configuration requirements as defined by the Electronic Messaging Service software vendor(s).
- Provide technical support to configure Agency workstations or personal computers to access the Internet.
- Agency shall work with their Internet Service Provider to set the MX record of their domain to an Internet address provided by Skagit County for the purposes of routing electronic messages. County shall provide Agency and Agency's Internet Service Provider the required information.
- Agency is responsible for all technical support of mobile devices.
- Agency is responsible for all data that is moved from the County's exchange data store to the Agency's network. Generally these are .PST files.
- Agency shall be responsible for all equipment and software costs required to access this service.
- Agency will archive data as it deems necessary, this is not a function provided in the Electronic Messaging Service.

### 5.4 Indirect Technical Services

The following indirect technical services are utilized by this service

- a) Storage Area Network Service

# Exhibit B

## Specific Terms and Conditions – Technical Services

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As such an allocation of the cost of the service will be part of the billing.

### **5.5 Security Level of this Service**

This services is rated to process up to Category 2 information.

# Exhibit B

## Specific Terms and Conditions – Technical Services

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### 6 Law Mobile Service [25]

#### 6.1 Scope

This service provides the Spillman Mobile Software to devices intended to be mobile and authorized to access Law Enforcement Information. This support shall include:

Configuration of Mobile device into Spillman system

- Spillman Voiceless CAD software
- Spillman Records Management System Query Module
- Spillman Automated Vehicle Location Module
- Driver's License Scanning Module
- Keyfob management, replacement and configuration
- Training as applicable
- On-going normal support of above services

Agency shall provide all computers and network equipment or services required to utilize this service

#### 6.2 Compensation

The metric for compensation for this service shall be the number of apparatus with mobile licenses.

#### 6.3 Service Classification

This service is rated to process Category 4 information. This service is rated to support Criminal Justice Information. This services is not rated to support federally protected Medical Information covered under the Health Insurance Portability and Accountability Act (HIPAA)

#### 6.4 Specific Terms and Conditions

##### 6.4.1 Agency Responsibilities

The Agency shall be responsible for:

- The installation and maintenance of all equipment resident in Agency vehicles that access the Law Mobile Service
- All costs to access the Internet.

# Exhibit B

## Specific Terms and Conditions – Technical Services

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- Ensuring all hardware is compliant with published Spillman standards.
- Access to Netmotion operated by the City of Mount Vernon
- Access to the Regional Inter-Governmental Network or Skagit County Private's network.

### **6.5 Indirect Technical Services**

This service relies on the SPSS Shared Indirect Technical Service. As such an allocation of the cost of the service will be part of the billing.

# Exhibit B

## Specific Terms and Conditions – Technical Services

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### **7 Regional Inter-Governmental Service [26]**

This service is an *indirect technical service* that supports the Regional Inter-Governmental Network which connects many municipalities and the County together via a private fiber optic network.

#### **7.1 Service Scope**

This service pays for hardware, software, consumables and professional services to support the Regional Inter-Governmental Network. Labor includes:

- Configuration, installation and troubleshooting of network devices resident on the RIGN and owned by Skagit County
- Configuration of Skagit County Firewall(s) and Switches for the purposes of providing transport of data for services offered by the County that utilize the RIGN.

#### **7.2 Service Compensation**

Compensation shall be the total cost of all software, hardware, consumable items and professional services within a billing period. These costs shall be allocated to the services that utilize the RIGN service.

#### **7.3 Service Specific Terms and Conditions**

##### **7.3.1 Agency Responsibilities**

Agency shall

- a) Procure, configure, support and maintain any equipment it needs to access the RIGN.
- b) Take proper actions to ensure the integrity and security if it's private network.

#### **7.4 Security Level of this Service**

This service is rated to process up to Category 4 information as long as appropriate security controls for this level of information are utilized. Contact Skagit County Information Services for additional information on network security.

# Exhibit B

## Specific Terms and Conditions – Technical Services

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### **8 Administrative Service [29]**

This service is primarily an *indirect technical service* that supports all other services.

#### **8.1 Service Scope**

This service pays for costs that are used by all services.

#### **8.2 Service Compensation**

Compensation shall be the percentage of the cost for an agency in a quarter divided by the total cost incurred by Skagit County Information Services. This is multiplied by the expense incurred for administrative costs.

#### **8.3 Service Classification**

This service has no data classification rating.

#### **8.4 Service Specific Terms and Conditions**

There are no specific terms and conditions for this service.

# Exhibit B

## Specific Terms and Conditions – Technical Services

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### **9 Data Center Service [36]**

This service is primarily an *indirect technical service* that supports other services.

#### **9.1 Service Scope**

This service pays for all expense that support the operation of Skagit County's data centers.

#### **9.2 Service Compensation**

Compensation shall be the total cost of incurred in the operation of the data center multiplied by the ratio of the space in the data center used by the service divided by the total available space utilized by all services.

#### **9.3 Service Classification**

This service is rated to process Category 4 information.

#### **9.4 Service Specific Terms and Conditions**

This service relies on the following Indirect Technical Services:

- Security Camera Service
- Access Control Service

APR 23 2014

**FIRST AMENDED**  
**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY**  
**AND SKAGIT TRANSIT**

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

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_ 2014, by and between the City of Sedro-Woolley, a Washington Municipal Corporation, hereinafter referred to as “City,” and the Skagit Transit System, hereinafter referred to as “Skagit Transit”.

**WHEREAS**, the City and Skagit Transit entered an Interlocal Agreement on September 20, 2012 for the City to design and construct a Transfer Station for Skagit Transit in conjunction with the City’s SR20-Cook Road Realignment and Extension Project hereinafter referred to as “Project”; and

**WHEREAS**, the City has completed the design and design engineering of the Transfer Station and has awarded the construction contract for the Project at the bid prices noted in Exhibit A attached hereto; and

**WHEREAS**, the Parties entered into a separate Interlocal Agreement on October 15, 2013 for the construction, use and maintenance of the Project to define Skagit Transit’s responsibilities for the Transfer Station to be constructed as part of the Project; and

**WHEREAS**, the scope of that project has changed to broaden the project from a bus stop facility to a park and ride facility as described in Exhibit B attached hereto; and

**WHEREAS**, the Parties desire to amend that Interlocal Agreement (dated October 15, 2013) to include the additional scope as part of the Project.

**NOW, THEREFORE**, pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, the above recitals that are incorporated herein as if fully set below, and in consideration of the terms, conditions, and performances contained herein, or attached and incorporated and made a part hereof, the Parties agree as follows:

**IT IS MUTALLY AGREED AS FOLLOWS:**

**1. STATEMENT OF WORK**

1.1 The City, on behalf of Skagit Transit, will undertake and cause to be performed the construction engineering and construction work for the Transfer Station facility and Park & Ride facility that is part of the City’s Project which includes widening a portion of Western Street 12 feet wide by approximately 170 feet long plus acceleration and deceleration tapers for a bus pullout area, allowing parking for up to four buses, including drainage, grading, base, asphalt paving, pedestrian crossing markings, curb, 8 foot sidewalk, two bus shelter foundations, two bicycle racks, and illumination and drainage, grading, asphalt paving, bicycle parking, pavement markings, landscape work and fencing for the Park & Ride Facility.

1.2 The City will administer the construction contract for the Project. Skagit Transit may at all times consult with and inquire of the City’s Project Manager identified below, attend all meetings, and have access to all documentation concerning the Project. Skagit Transit shall not provide direction, directly or indirectly, to the City’s contractor. All formal contacts between Skagit Transit and the contractor shall be through the City.

1.3 If it becomes known that field changes or conditions will result in an increase in costs for the Project exceeding the total amount available for the Transfer Station facility, the City shall within three (3) working days consult with Skagit Transit. Both Parties mutually agree to review all available options at that time to move the Project forward.

1.4 Skagit Transit may inspect the Project. All contact between Skagit Transit's inspector and the contractor shall be only through the City's inspector or the City's Project Manager.

1.5 Record Drawings prepared for or by the City specifically for the Transfer Station, upon payment for the work performed by the City, shall become the property of Skagit Transit but will remain available for use by the City.

## **2. CONTRACT CHANGES**

2.1 Contract changes are subject to and contingent upon the total availability of the TIB grant funding to pay for any changes to the Project contract. If increases in costs as a result of required or elective changes exceed the available grants as provided herein, the City shall initiate Project modifications or take such other steps to maintain Project contract costs within the total available grant funding.

2.2 Changes to the Project contract will be documented by Change Order in accordance with the City's construction contract. Skagit Transit authorizes the City to initiate all required changes affecting the Transfer Station and to negotiate, document and execute the associated change orders.

2.3 The City will advise Skagit Transit of any proposed changes affecting the Transfer Station and Park & Ride facility construction as soon as possible and provide Skagit Transit with an opportunity, if time permits, to review the change before implementation. The City will determine the length of the review time based upon the need to expedite the change to avoid delay to the Project contract.

2.4 Skagit Transit may request additions to the Project regarding the Transfer Station and Park & Ride facility through the City in writing. The City will implement the requested changes as elective changes, provided that a change complies with the terms and conditions of the construction contract, Project permits, State or federal laws, applicable rules and regulations, and City design policies, does not unreasonably delay critically scheduled Project contract activities, and complies with the funding structures identified in Section 2.1.

2.5 All elective changes affecting the Transfer Station and Park & Ride facility shall be approved in writing by Skagit Transit before the City directs the contractor to implement the change. Skagit Transit agrees to pay for the increases in cost, if any, for such elective changes requested by Skagit Transit, subject to available funding, and in accordance with Section 4.

2.6 The City will make available to Skagit Transit all Change Order documentation related to the Transfer Station and Park & Ride facility.

2.7 In the event it is determined that Skagit Transit does not have sufficient funds to complete the Transfer Station and Park & Ride facility, both Parties mutually agree to determine the future of the Project or possible modifications or downsizing of the Project to the minimum level of the Project scope as submitted for grant award. Any downsizing or modifications to the Project must be approved by the TIB. If it is determined

that the Project cannot proceed, the Project shall be brought to a level that is safe for public use and the City will terminate the remainder of the Project contract. In the event the Project is terminated, Section 3 shall apply for that portion of the Project completed up to the time of termination. Skagit Transit agrees to pay all costs associated with termination.

### 3. ACCEPTANCE

3.1 Prior to Project acceptance, the Parties will perform a joint final inspection. Skagit Transit agrees, upon satisfactory completion of the Project constructed in accordance with the PS&E and receipt of a Notice of Physical Completion, as determined by the City, and the close out of the Project by the City in accordance with applicable State or federal regulations, to deliver a letter of acceptance for the Transfer Station and Park & Ride facility which shall include a release of the City from all future claims or demands of any nature resulting from the performance in constructing the Transfer Station and Park & Ride facility portion of the Project.

3.2 If a letter of acceptance is not received by the City within ninety (90) calendar days following delivery of a Notice of Physical Completion and close out of the Project, the Transfer Station and Park & Ride facility shall be considered accepted by Skagit Transit and the City shall be released from all future claims and demands of any nature resulting from the performance in constructing the Transfer Station and Park & Ride facility portion of the Project, subject to any contractor claims caused by the negligent acts or omissions of the City in administering the Project.

3.3 Skagit Transit may withhold its acceptance of the Transfer Station and Park & Ride facility portion of the Project by submitting written notification to the City within sixty (60) calendar days following delivery of a Notice of Physical Completion of the Project and close out of the Project. This notification shall include the reason(s) for withholding acceptance. The Parties shall then work together to resolve the outstanding issues identified in Skagit Transit's written notification.

### 4. COMPENSATION

Skagit Transit agrees to pay the City, as match for the project funding, 15% of the Project Cost for the Transfer Project (Project Costs include construction engineering and construction work but shall not include City employees' time) for a maximum Not-To-Exceed amount of **Ten Thousand Three Hundred Seventy Two and 00/100 Dollars (\$10,372.00)** without further authorization by Skagit Transit. Skagit Transit agrees to pay the City the full cost for the construction work for the Park & Ride facility (Project Costs include construction engineering and construction work but shall not include City employees' time) for a maximum Not-to Exceed amount of **One Hundred Ten Thousand Dollars (\$110,000)** without further authorization by Skagit Transit. The total cost for combined Transfer Station and Park & Ride facility is maximum Not-To-Exceed **One Hundred Twenty Thousand Three Hundred Seventy Two and 00/100 Dollars (\$120,372.00)** without further authorization by Skagit Transit.

Requests by Skagit Transit for any other services by the City shall be negotiated as a mutually agreed Amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended to authorize additional compensation.

**5. PAYMENT PROCEDURE**

The City shall submit invoices to Skagit Transit on a monthly basis. Payment shall be made by warrant or account transfer by Skagit Transit to the City within thirty (30) days of receipt of the invoice. Details of payment process shall be determined by Skagit Transit and the City's respective financial offices.

**6. OWNERSHIP, OPERATION AND MAINTENANCE**

6.1 Upon Skagit Transit's acceptance of the Transfer Station facility and Park & Ride facility as provided in Section 3, the City shall be the owner of the Project improvements constructed on City-owned Right of Way, except for: passenger shelters, kiosks, transit signage and related hardware, litter receptacles, benches, dedicated street lights and other transit related items as agreed to in writing by the Parties.

6.2 Skagit Transit and the City agree that as a condition for executing this Agreement, the City shall own the underlying Right of Way property and Skagit Transit shall have the exclusive right, use and possession of the Project property during the term and renewal periods of this Agreement to operate, manage and maintain the Transfer Station and Park & Ride facility, subject to the provisions of this Agreement. Skagit Transit shall be responsible for repairs and maintenance of the improvements identified on Exhibits A and B, attached hereto.

6.3 Skagit Transit and the City agree that the City will have the right to utilize available parking spaces in the Park & Ride facility during special events at the Bingham Park facility located north of Cook Road. The City will notify Skagit Transit of any such scheduled special event that would result in such use, and will provide additional cleanup if required.

**7. TERM OF AGREEMENT**

The term of this Agreement shall commence as of the date this Agreement is fully executed. The construction Project shall terminate twelve months after project completion and the ownership, operation and maintenance of the Project property ("Premises") shall automatically commence upon termination of said construction Project and shall continue for twenty (20) years and may be renewed for two additional terms of twenty (20) years upon written consent of both parties.

**8. INDEPENDENT CAPACITY**

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

**9. LEGAL RELATIONS**

Neither Skagit Transit nor the City shall be liable for damage or claims which arise from or relate to the performance or non-performance of this Agreement by any other party. Skagit Transit and the City shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

10. **ASSIGNMENT**

Skagit Transit understands that the City will contract for services to be provided under this Agreement and amendments thereto; however, neither Skagit Transit nor the City shall assign or convey its interests or obligations under this Agreement without the written consent of the other. There are no third-party beneficiaries of this Agreement.

11. **DISPUTES**

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

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

12. **AMENDMENT**

This Agreement shall be amended only by written mutual consent of Skagit Transit and the City. Amendments to this Agreement may be initiated by Skagit Transit or the City and will become final after agreement by Skagit Transit and the City and appropriate signatories are attached.

13. **TERMINATION**

This Agreement is effective from the date of signature by Skagit Transit and the City and remains in effect until modified by written mutual consent or terminated. Termination other than under Paragraph 7 shall occur upon one year's written notice of breach or non-performance provided that disputes first must be addressed under Paragraph 11. ~~Either party may terminate this Agreement upon one year's written notification to the other party. If this Agreement is so terminated during the construction project, Skagit Transit shall be responsible to the City for performance rendered or costs incurred or contracted for in accordance with the terms of this Agreement prior to the effective date of termination, including the cost of any work contracted for by the City or the cost to the City to terminate the contract for said work, but in no event shall the cost to Skagit Transit (including any costs incurred by the City to terminate the City's contract) exceed **One Hundred Twenty Thousand Three Hundred Seventy Two and 00/100 Dollars (\$120,372.00)** as set forth in Section 4 above. If this Agreement is terminated during the term for Skagit Transit's ownership, operation and maintenance of the Premises, Skagit Transit will discontinue its use of the Premises and, at its sole cost and expense, will remove its Improvements from the Premises and will repair any damage to the Premises in as good condition or better, less normal wear and tear, as existed prior to the placement of the Improvements or the execution of this Agreement, whichever came first.~~

14. **PROJECT MANAGEMENT**

The Project Manager shall be the persons listed below. The Project Manager for each party shall be responsible for and shall be the contact person for all notices and communications regarding the work to be performed under this Agreement.

Dale O'Brien  
Executive Director  
Skagit Transit  
600 County Shop Lane  
Burlington, WA 98233  
(360) 757-8801  
dobrien@skagittransit.org

Mark A. Freiburger, PE  
Director of Public Works  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
(360) 855-9933  
mfreiburger@ci.sedro-woolley.wa.us

**15. GOVERNANCE**

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

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

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

**16. WAIVER**

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

**17. SEVERABILITY**

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

**18. ALL WRITINGS CONTAINED HEREIN**

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

**19. ADDITIONAL PROVISIONS**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF SEDRO-WOOLLEY**

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

ATTEST:

APPROVED AS TO FORM:

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

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

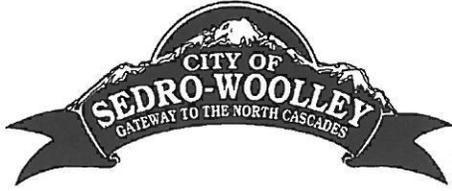
**SKAGIT TRANSIT SYSTEM**

\_\_\_\_\_  
Dale S. O'Brien, Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard J. Langabeer, Skagit Transit Attorney





CITY COUNCIL AGENDA  
REGULAR MEETING

APR 23 2014

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

**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 Adoption – Resolution \_\_\_\_\_ Accident Prevention Program**

DATE: April 16, 2014 (for Council review April 23, 2014)

**ISSUE**

Should council approve Resolution \_\_\_\_\_ adopting the updated Accident Prevention Program?

**BACKGROUND/DISCUSSION**

Council adopted the current Accident Prevention Policies (APP) under Resolution 807-09 on August 12, 2009. Recent developments, most notably the Washington Dept. of Labor & Industries citation 316965276 received on March 18, 2014, have required an extensive review and update of the APP to bring it into compliance with state and federal regulations. The attached tracked version of the APP denotes recommended revisions to bring the APP into compliance.

Significant revisions are as follows:

- Revise the title from Accident Prevention Policies to Accident Prevention Program
- Revise Section 1.01 to clarify the purpose of the Program.
- Revise Sections 1.04 - 1.06 to clarify roles of the Department Supervisor, Lead and Employee.
- Revise Section 1.08 to require annual review and update as needed by the Safety Committee, and authorizing reissuance without council action.
- Revise Appendices A.01 to A.08 to update forms and better coordinate them with the APP.
- Add Appendices A.09 to A.17 to incorporate various detailed programs previously included in individual department safety plans into the APP.
  - Includes Appendix A.09 Bloodborne Pathogen Exposure Control Plan implementation for all Public Works departments as required by the recent WA L&I Citation.

The APP has also been submitted to the Safety Committee for review, with comments incorporated into the draft.

Parallel actions to meet the other requirements of the L&I citation have been completed and will be posted as required by April 20, 2014.

**MOTION**

**Move adoption of Resolution \_\_\_\_\_ adopting the updated Accident Prevention Program.**

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY ADOPTING CERTAIN  
PERSONNEL POLICIES

WHEREAS, the City has by Resolution No. 807-09 established an Accident Prevention Policy; and

WHEREAS, revisions to the Washington Administrative Code and other administrative matters have made necessary updates to the Accident Prevention Policy, and:

WHEREAS, the City's Safety Committee has updated the Accident Prevention Policy (renamed Accident Prevention Program) and recommends to the City Council approval of the Accident Prevention Program;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sedro-Woolley as follows:

Section 1. The City of Sedro-Woolley hereby adopts the attached personnel policy:

Policy \_\_\_\_\_ Accident Prevention

This policy is effective immediately upon approval by the City Council.

Section 2. The Accident Prevention Program may be preempted by the Standard Operating Guidelines of the Sedro-Woolley Fire Department (SOG) or by the Standard Operating Policies (SOP) of the Sedro-Woolley Police Department.

PASSED by the majority vote of the members of the Sedro-Woolley City Council this 23rd day of April, 2014.

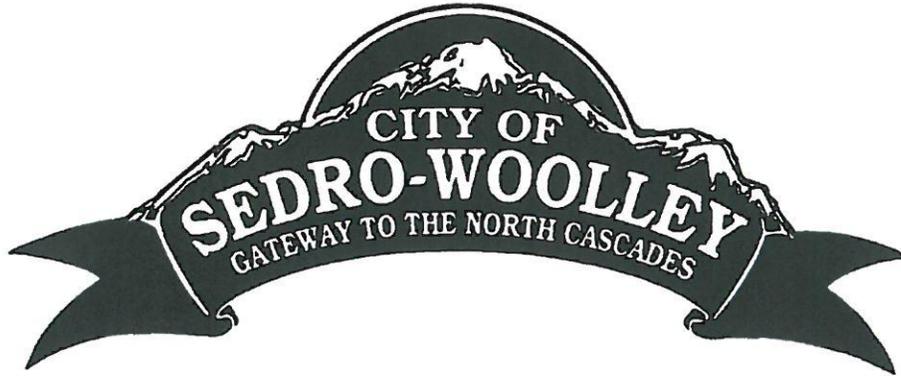
\_\_\_\_\_  
Mayor Mike Anderson

ATTEST:

APPROVED AS TO FORM:

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

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



**CITY OF SEDRO-WOOLLEY**

**ACCIDENT PREVENTION**

**POLICES PROGRAM**

**ADOPTED AUGUST 12, 2009**

**UPDATED APRIL 23, 2014**

**RESOLUTION 807-09**

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## Section I

### Introduction

#### 1.01 Safety Policy Purpose

- a) ~~The accident prevention regulations herein set forth are for the purpose of preventing injury to persons and property.~~
- b) ~~Accident prevention is of paramount importance to employee health and safety and the continued high level of service provided to City residences and business.~~
- a) In accordance with the requirements of WAC 296-800-140 the City of Sedro-Woolley establishes this Accident Prevention Program. The City of Sedro-Woolley places a high value on the safety of its employees. The City is committed to providing a safe work place for all employees and has developed this program for injury prevention to involve management, supervisors, and employees in identifying and eliminating hazards that may develop during our work process.
- b) It is the basic policy of the City that no task is so important that an employee must violate a safety rule or take a risk of injury or illness in order to get the job done.
- c) Employees are required to comply with all City safety rules and are encouraged to actively participate in identifying ways to make our City a safer place to work. We believe that each employee has the right to obtain personal satisfaction from his/her job. Because the prevention of occupational illness or injury is crucial to this belief, it will be given top priority at all times.
- d) Supervisors are responsible for the safety of their employees and as a part of their daily duties must check the workplace for unsafe conditions, watch employees for unsafe actions and take prompt action to eliminate any hazards. It is the City of Sedro-Woolley's intention to initiate and maintain complete accident prevention and safety training programs. Each individual employed by the City plays an important role in those programs. By accepting mutual responsibility to operate safely and healthfully, we will each contribute to the wellbeing of our co-workers.
- e) Management will do its part by devoting the resources necessary to support the Safety Committee composed of management and elected employees, and governed by the Safety Committee Bylaws, current edition. We will develop a system for identifying and correcting hazards. We will plan for foreseeable emergencies. We will provide initial and ongoing training for

employees and supervisors. And, we will establish a disciplinary policy to ensure that City safety policies are followed.

e)f) Safety is a team effort – Let us all work together to keep this City a safe and healthy workplace.

## **1.02 Scope and Applicability**

a) These accident prevention policies shall be effective as of the date of issuance or revision and every employee of the City shall comply with them under every circumstance where they are applicable

a)b) Employees acting in a supervisory capacity shall require all employees working under their jurisdiction to comply with all applicable safety instructions and safe practices.

b)c) If a difference of opinion arises in the application or interpretation of these regulations, the decision of the employee in charge of the job shall be followed.

e)d) Departments and divisions may promulgate additional safety regulations to be followed by those persons working or operating under the jurisdiction of those departments. Employees assigned to work at work sites outside their home department will follow the safety procedures of the site at which they are working. The jurisdictional department/division will instruct the employee in the safety procedures specific to their areas of responsibility.

## **1.03 Enforcement**

- a) Disciplinary action covering violations of these safety regulations can be carried out in accordance with personnel policies and state and federal laws.
- b) Whenever there is a difference of opinion between the employee and the supervisor/foreman as to whether or not a particular assignment is safe, the judgment of the department head/supervisor/foreman will prevail. The employee may file a grievance regarding the situation in accordance with City grievance procedures.
- c) Oral notice will be given to an employee for violating safety or health standards (WISHA and OSHA). The violator will acknowledge the notice in writing and a copy will be retained in his/her personnel file. No specific details will be recorded on the first notice other than the reason for the violation.
- d) After review by the Safety Officer and/or Safety Committee, any employee found to be negligent by not using provided safety equipment might be appropriately disciplined. After oral notice, as provided above, a written notice

will be issued stating the violation. City personnel policies and procedures will be followed as outlined in said book.

- e) No City employee is exempt from these enforcement standards. A department manager may be found in violation of a safety or health standard (WISHA and OSHA) as well as any other employee. Possible violations could include neglecting to ensure that employees are properly protected from accident or injury, or neglecting to maintain a safe work area.

#### 1.04 Management /Supervisor Responsibility

- a) Each ~~Department/division manager~~/Supervisor (hereinafter called Supervisor) shall make certain a copy of the current safety regulations are kept in a conspicuous place and available to all employees.
- a)b) Each Supervisor shall make certain that all employees under his or her jurisdiction are familiar with these regulations and their application and that each employee has received an initial orientation before beginning work. That orientation must be documented on the New Employee Safety Orientation Checklist (Appendix A.03). A copy of the Checklist shall be forwarded to the Finance Department for inclusion in the employee's file.
- c) Each Supervisor shall ensure that a Job Hazard Analysis is prepared and updated as appropriate each specific job or recurring maintenance activity for all division operations. A job specific Job Hazard Analysis shall also be prepared for non-recurring, project specific operations and reviewed with personnel involved with the project prior to start of work. Document all hazard analysis on the Job Hazard Analysis form (Appendix A.08). Retain documentation in the Department Safety file.
- b)d) Each ~~manager~~Supervisor shall conduct ~~monthly~~weekly safety meetings to cover selected safety topics and to discuss accidents and near-miss reports. Any changes to the safety regulations will be announced at this meeting. Meeting minutes will be recorded on the Weekly Safety Meeting Documentation Form (Appendix A.04 or the equivalent Standard Subscription form). A copy of the safety meeting minutes shall be forwarded to Public Works Department for recording.
- e)e) Management Supervisors shall conduct a periodic review of will schedule any employee training required by this Program ese regulations and/or employee job descriptions and schedule such training as needed. Supervisor shall coordinate keep-record keeping of such training with Public Works Department.s of training.

- e)f) Supervisor Management, in participation with the Safety Officer and/or Safety Committee, shall conduct a monthly review of the training records and crew safety minutes.
- e)g) Public Works Department Management and Department Supervisors will actively participate in and support safety and health programs.
- f)h) At least one manager Supervisor (as designated by Safety Officer and/or Safety Committee and rotated every other year) will participate in project safety and health meetings, accident investigations and job site inspections.
- g)i) Each Supervisor will establish realistic goals for accident reduction in his/her area of responsibility and establish the necessary implementing instructions for meeting those goals. Goals and instructions shall be within the framework established by this document.
- h)j) Each manager Supervisor will make sure that a safety bulletin board is in place with, at a minimum, all Department of Labor & Industries required notices.
- i)k) It is the manager Supervisor's responsibility to have the appropriate items stocked in first aid kits in accordance with WAC 296-24-06160 Appendix 2 for each workplace.
- j)l) It is the Supervisor's responsibility to ensure that a least one out of three City employees on job shall be trained and qualified in first aid/CPR. Emergency first aid should be applied with judgement judgment to prevent further injury to the injured.
- k)m) It is the Supervisor's responsibility to ensure that a All City employees with occupational exposure shall receive Bloodborne Pathogen training (per the City Bloodborne Pathogen Exposure Control Plan, Appendix A.09).

### **1.05 Supervisor/ForemanLead Responsibility**

- ~~l) Each supervisor or foreman shall make certain that all employees under his or her jurisdiction are familiar with these regulations and their application and that each employee has received an initial orientation before beginning work. That orientation must be documented.~~
- a) Each Lead shall e Ensure each employee supervised is competent and receives training on safe operation of specific equipment or tasks before starting work on that equipment or job.
- b) Lead shall e Ensure each employee has been issued and trained in the care and use of personal protection equipment (PPE) before starting work

requiring PPE. The proper care and use of all needed PPE will be the employee's responsibility. See Section 3.04 and Appendices A.08 Job Hazard Analysis for Personal Protective Equipment, A.12 Respiratory Protection Program, A.13 Silica Exposure Control Program, A.14 Trenching Program, A.15 Confined Space Program, A.16 Fall Protection Work Plan and A.17 Lockout/Tagout Program for specific training documentation requirements.

- c) Lead shall eEnsure that a complete daily walk-through safety check of work area is conducted and that any hazards are corrected. Identify and eliminate job hazards efficiently through jJob ~~safety~~ Hazard Aanalysis procedures.
- d) Lead shall pPeriodically observe work performance of employees for compliance with safety rules referenced and contained in this program and any department-specific safety guidelines. Provide training and take corrective action as necessary. Document observance of all work-related safety rules in employees' annual performance evaluation.
- e) Lead shall sSet good examples by following established safety rules and attending mandatory training.
- f) Lead shall pProvide management with information suggesting work practice changes or equipment that would improve employee safety.
- g) Lead shall inform and train all employees on the hazardous chemicals they may encounter under normal working conditions or during an emergency situation. See the Hazard Communication Program (Section 6 and Appendix A.10) for additional details.
- h) Lead shall insure that aAll injuries, serious or minor, as well as near misses ~~shall be~~ reported on the *Employee's Incident/Near Miss Report* form (Appendix A.01).
- i) Lead shall cConduct crew/~~leader~~ meetings, possibly the first five minutes of each work shift, to discuss safety matters and work plans for the day. Review the Job Hazard Analysis for the task if applicable. Discuss any accidents or near misses of previous day. Make written notes of any significant issues and forward with reports to the Supervisor.
- j) Lead shall pParticipate in investigations and inspections on safety and health related matters.

## 1.06 Employee Responsibility

- a) Each employee of the City shall be required to know and understand each of the safety regulations that apply to the work he or she is performing for the City.
- b) Report any unsafe or unhealthy actions or conditions to your supervisor or Safety Officer and/or Safety Committee representative as soon as possible.
- c) Report all injuries promptly to your supervisor, no matter how minor. **All injuries shall be reported on the Employee's Accident/Incident Report form (Appendix A.01).**
- e)d) Report all near-miss accidents immediately to your supervisor. All near misses shall be reported on the Employee's Accident/Incident/Near Miss Report form (Appendix A.01).
- d)e) Always use personal protective equipment (PPE) in good condition where it is required.
- e)f) Never remove or defeat any safety device or safeguard provided for protection of employees.
- f)g) Encourage co-workers, by your behavior and words, to use safe work practices.
- g)h) Make suggestions to your safety representative, supervisor, or management about changes to equipment or work practices that you think will improve employee safety and health.

### **1.07 Interpretation of the Regulations**

- a) These regulations shall be strictly interpreted. However, when lawful and applicable WISHA and OSHA regulations are contrary to these regulations, such governmental regulations will control.

### **1.08 Revisions**

- a) These regulations shall be strictly interpreted. However, when lawful and applicable WISHA and OSHA regulations are contrary to these regulations, such governmental regulations will control.
- b) The Safety Committee shall review these accident prevention policies annually for compliance with applicable state and federal regulations and update them accordingly. The Safety Committee is authorized to issue revisions to the Accident Prevention Program without further action by City Council.

### **1.09 Governmental Safety Standards**

- a) In addition to its own safety instructions and practices, the City and its employees in the performance of their work are subject to regulations of various other governmental agencies. Supervisors shall make certain that all applicable provisions of governmental regulations are followed.

### **1.10 Safety Bulletin Board**

- a) Purpose: Increase employees' safety awareness and convey City's safety message. Designated safety only.

- b) The following items are required to be posted:

- WISHA poster F416-081-00 (required)
- Industrial Insurance poster (required)
- NOTICE (to report all injuries) (recommended)
- Violation Citation and Notice (as appropriate)
- Emergency Telephone Numbers Posted (as appropriate)
- OSHA 200 Summary (required during February of each year)

- c) Suggested Items:

- Safety posters
- Safety Officer and/or Safety Committee minutes
- Monthly and Annual Safety Committee Inspection Reports
- Pertinent safety items
- Have a required reading board for minutes with an initial sheet for each employee in the department

### **~~1.11 Supervisor/Foreman Meetings~~**

- ~~a) Purpose: To assist in the detection and elimination of unsafe conditions and work procedures.~~

- ~~b) Monthly meetings: Meetings should be held in accordance with the various circumstances involved or when necessary. No set pattern will suit all cases.~~
- ~~▪— Safety meetings shall be held at least once a month.~~
  - ~~▪— The attendance and subjects discussed shall be documented and maintained on file for one year.~~
  - ~~▪— Copies of the minutes should be made available to the employees by posting or other means.~~
- ~~c) Scope of activities: Certain employees may be designated by their supervisors to assist~~
- ~~▪— Conduct in-house safety inspections with their supervisor concerned.~~
  - ~~▪— Accident investigation to uncover trends.~~
  - ~~▪— Review accident reports to determine means of elimination.~~
  - ~~▪— Accept and evaluate employee suggestions.~~
  - ~~▪— Review job procedures and recommended improvements.~~
  - ~~▪— Monitor the safety program's effectiveness.~~
  - ~~▪— Promote and publicize safety.~~
- ~~d) Documentation: *Crew Leader Safety Meetings* form is available to assist in documentation activities of crew/leader meetings (see your department secretary).~~

## Section II

### Accidents and Injuries

#### 2.01 *Employee Responsibility*

- a) Regardless of severity, every City employee must report immediately to his or her supervisor all injuries, accidents and near misses incurred in the performance of duties. This policy will correct current deficiencies and prevent accidents in the future. Prompt reporting of injuries is a requirement of state and federal law. Failure to report an injury promptly could make the injured person ineligible for industrial compensation. All injuries, serious or minor, as well as near misses shall be reported on the *Employee's Accident/Incident Report* form (Appendix A.01).
- b) Report all equipment damage to your supervisor or foreman-lead immediately.
- c) Use your safety equipment as directed – DON'T TAKE CHANCES.
- d) Ask questions when in doubt about any phase of your operation – FOLLOW INSTRUCTIONS.
- e) Report to your supervisor or lead all unsafe situations or conditions that are potentially hazardous.
- f) ONLY operate equipment you are qualified to operate. When in doubt, ask questions.
- g) Talk to management, your /supervisor/s/foremen or lead at any time about problems that affect your safety or work conditions.
- h) The most important part of this program is the individual employee – YOU! Without your cooperation, the most stringent program can be ineffective. Protect yourself and your fellow workers by following the rules. REMEMBER: work safely so you can go home to your family and friends – they need you.

#### 2.02 *Personal Injury and Emergency*

- a) Minor injury steps:
  - Administer first aid, transport if necessary.
  - Notify supervisor immediately.

b) Emergency and serious injury steps:

- Unless your job description specifically states otherwise (i.e., paramedic), providing first aid and/or CPR is **not** a job requirement. An employee certified in first aid/CPR may choose to render such assistance under the provisions of the “Good Samaritan” Act.
- Notify supervisor/manager immediately.
- The supervisor/manager will decide whether to:
  - Transport the victim to the nearest hospital emergency room
  - Call 911 ~~(If using a Nextel phone, use speed dial #91 or direct dial 336-3131)~~
  - Appoint accident investigation team
  - If 911 is called, give the exact location and explain the situation to the best of your ability
  - If possible, designate a person to meet and direct emergency personnel

### **2.03 Release for Work after Injury**

In all cases of industrial injury requiring the services of a physician, it is the responsibility of the employee to obtain from the physician a release authorizing return to work and any limitations placed on the employee’s physical abilities. Upon request from the employee, the Clerk/Treasurer/Human Resources employee will send a letter, job description and release form to the physician of injured employee. The release shall indicate the date upon which the employee may return to work. No employee shall be allowed to return to work without a properly signed release from his or her physician.

### **2.04 Return to Work Program**

The City has established a Return to Work Program. Provisions of the program are detailed in the City of Sedro-Woolley Personnel Policies and Procedures manual.

### **2.05 Vehicle Accidents**

- a) All motor vehicle accidents involving City-owned or other vehicles used in City business shall be reported immediately to the police department; call 911 to report. Do not move vehicles or otherwise alter the scene of the accident, unless instructed by the police. Also immediately your supervisor or lead of the accident.

- b) Prior to the arrival of police, attempt to reconstruct the accident. Write down pertinent information that has a bearing on the accident, however minor. Written information should include time, place, speeds, names of witnesses, etc. Take photographs if possible.
- c) Do not make statements pertaining to responsibility to anyone except your supervisors. Report the accident to your supervisor promptly.
- d) ~~In all vehicle-to-vehicle accidents, regardless of the estimated value of damages or whether there are injuries as a result of the accident, a Washington State Patrol Report form (call extension 204-22 to obtain the form) must be submitted to the equipment rental/maintenance manager by the next business day. Employee will complete and submit to their Supervisor the Employee's Accident/Incident Report (Appendix A.01) as soon as possible after the accident.~~
- e) After all reports are completed and safety measures are met the Supervisor will take the employee to get a drug test.
- f) Following the driving accident the Supervisor will speak with employee, the employee is to give his or her account of the incident. The supervisor will when speak with the Public Works Director and a course of action will be discussed and employee informed. ~~Since each incident is unique a set response is hard to set in stone.~~

## 2.06 Disaster Emergency

- ~~a) No building, equipment, or material of any kind is worth a human life.~~
- ~~b) Any municipal building disaster: Follow the Building Evacuation Plan for each individual building.~~
  - ~~\* Site specific plans will conform to WAC 296-24-567 and WAC 296-24-56701 which include the location of evacuation exits, fire extinguishers, emergency lighting, first aid and BBP kits, medical O<sub>2</sub> bottles, emergency eye wash stations and showers shall be clearly marked.~~
- a) Emergency Response Plan. Each Division or Department shall prepare a Department specific Emergency Response Plan. Department plans shall be included in the City of Sedro Woolley Comprehensive Emergency Management Plan (CEMP), current edition.
- b) No building, equipment, or material of any kind is worth a human life.
- c) Any municipal building disaster: Follow the Building Evacuation Plan for each individual building.

- Site specific plans will conform to WAC 296-24-567 and WAC 296-24-56701 which include the location of evacuation exits, fire extinguishers, emergency lighting, first aid and BBP kits, medical O<sub>2</sub> bottles, emergency eye wash stations and showers shall be clearly marked.

e)d) Steps for a general disaster:

- Remove injured people, if any, from danger area. Warn people in area of danger, control crowds. Assist any physically or visually impaired from area.
- Assign a person to call the Fire Department – 911. ~~(If using the Nextel phone, use speed dial #91.)~~ Report exact locations of disaster (fire, etc.) and answer all questions calmly.
- Confine the dangers, if possible.
- Designate a person to go to the street entrance and direct emergency personnel.
- In the case of fire, be sure to use extinguishers suitable for the specific type of fire.
- See the Department Emergency Response Plan and CEMP for further details.

## **2.07 Accident Investigation**

- a) Whenever there is an accident that results in serious injuries, a preliminary investigation will be conducted by the immediate supervisor of the injured person(s), a person designated by management, an employee representative of the Safety Officer and/or Safety Committee and any other persons whose expertise would aid the investigation.
- b) The investigation team will take written statements from witnesses, photograph the accident scene and equipment involved, and note the conditions of equipment and the work area that may have had a bearing on the accident as soon as possible after the accident. The team will make a written report of its findings including a sequence of events leading up to the accident, conclusions about the accident and any recommendations to prevent a similar accident from occurring. The Safety Officer and/or Safety Committee will review the report at its next regularly scheduled meeting.
- c) In the event of a fatality, probable fatality, or when an employee is admitted to the hospital as a result of an accident, the City will contact the Department of Labor and Industries within eight (8) hours after becoming aware of the accident. During weekends and evenings, the toll-free notification number is

1-800-321-6742. The notification must be a verbal conversation with a representative of the department. Fax and answering machine notifications are not acceptable. The notification must report the city name, location and time of the accident, number of employees involved, the extent of injuries or illness, a brief description of what happened and the name and phone number of a contact person.

- d) When an employee injury is not serious enough to warrant a team investigation, as described above, the supervisor/foreman will prepare a Supervisor's Accident/Incident/Near Miss Report (Appendix A.02). The ~~S~~supervisor/~~foreman~~ Lead will forward this report and the Employee's Accident/Incident/Near Miss Report (Appendix A.01) to the Human Resources Director.
- e) Whenever there is a near-miss incident (one that did not, but could have resulted in serious injury to an employee), the incident will be investigated by the supervisor or a team depending on the seriousness of the injury that could have occurred. The Supervisor's Accident/Incident/Near Miss Report form (Appendix A.02) will be used to report the near miss. The form will be clearly marked to indicate that it was a near miss and that no actual injury occurred. The Human Resources Department will forward the report to the Safety Officer and/or Safety Committee to record.

## **2.08 First Aid – Bloodborne Pathogen**

- a) The City has established a Bloodborne Pathogen Control Plan. Refer to Appendix A.09 for plan details. Job classifications identified in the BBP Control Plan as at risk (including interns and part-time employees) shall receive BBP training on initial assignment, at least annually thereafter, and when new or modified tasks or procedures affect a worker's occupational exposure. Training may be in the form of classroom instruction by a certified instructor, typically performed on a biennial basis in conjunction with First Aid certification training, or by on-line certification at <http://ehs.okstate.edu/modules/bbp/> when performed between scheduled training sessions. Training records shall be maintained by the Public Works Department, with a copy to the Personnel/Finance Dept. Employee file.
- a)b) All work places shall have the type and size first aid kit and blood borne pathogen kit required by the General Safety and Health Standards of the State of Washington. Reference – City Emergency ~~Response~~ Plan, Bloodborne Pathogen Exposure Control Plan ~~and Safety Plan~~.
- c) All City vehicles or motorized riding equipment shall be required to carry not less than one (1) ten-unit first aid kit and blood borne pathogen kit. The kits shall be kept in such a manner as to make it readily available in case of emergency.

b)d) All work sites were the potential of contact with a syringe, needles new or used, or broken glass will be equipped with a puncture proof sharps container as noted in the BBP Exposure Control Plan. Disposal of containers shall be as per the BBP Exposure Control Plan.

e)e) A minimum of one for every three permanent City employees per job site will be certified in first aid and will also receive Bloodborne Pathogen training as noted in Part a above. . Training records shall be maintained by the Public Works Department, with a copy to the Personnel/Finance Department Employee file. All part-time employees with occupational exposure shall receive Bloodborne Pathogen training within 10 days of employment.

## Section III

### General Safety

#### 3.01 *Personal Conduct*

- a) All employees shall conduct themselves in a manner that assures maximum safety to all persons affected by their actions.
- b) At no time shall employees engage in practical jokes, scuffling, horseplay, or misuse of City equipment.
- c) The use of alcohol or drugs (except as prescribed by a qualified physician) during working hours is prohibited. Violation of this policy is sufficient cause for termination of employment.
- d) Any source of ignition, including smoking, is prohibited in any area where a match, flame, spark or careless disposal of lighted material constitutes a fire hazard.
- e) Personal work clothing shall be suitable for the individual job and be of the type offering maximum protection from accidental injury. Use good judgment about loose clothing, jewelry, or hanging objects worn while working around moving equipment. No shorts or sleeveless shirts will be worn. Long sleeve shirts will be worn when suitable to protect employee.
- f) Hard hats will be worn in construction sites, in electrical substations, in any work area where there is a potential hazard from falling objects, and by all certified traffic flaggers.
- g) Proper eye protection will be worn when you are exposed to flying objects, dust, harmful rays, chemicals, flying particles, etc.
- h) Proper footwear will be worn as necessary for the particular job, in accordance with WISHA and OSHA.
- i) Gloves, aprons and/or other protective clothing will be used when handling chemicals, hot or cold materials or rough materials.

#### 3.02 *Job Hazards*

- a) Every employee shall be alert for possible hazards that could result in an accident, and act promptly to eliminate the hazard. If the hazard cannot be corrected immediately, report the problem to the immediate supervisor.

- b) Report all accidents, injury or non-injury, to your immediate supervisor. When you have been involved in an accident, a lesson has been learned. This lesson is of valuable use to others to prevent their suffering a similar accident. The investigation shall focus on finding the cause, so that future preventative measures can be explored.
- c) Supervisors/foremen shall promptly investigate all reported hazards and accidents. Hazards that could cause or contribute to accidents shall be immediately corrected. After correction, a follow-up inspection and report shall be scheduled to assure that corrections remain effective.
- d) A copy of each reported hazard or accident shall be sent to the Human Resources Director for coordination with other departments and review.

e) Each department or division within the City shall have Job Hazard Analysis control plans (see Appendix A.08 for format -or other specialized plans as per Appendices A.09 through A.17) in place that coincides with specific jobs or recurring maintenance activities. All employees shall be trained in their individual work area hazards and be aware of said plan/policies (i.e., the Appendix A.17 Lockout/Tagout Program for the Control of Hazardous Energy (Lock-out/Tag-out) Policy at the Sedro Woolley Water Treatment Plant). Documentation of training shall be maintained in the Department Safety file.

e)f) For jobs that involve building, structure or equipment modifications requiring demolition and disposal of potentially contaminated materials and exposure of workers, the Job Hazard Analysis will include preparation of a written Asbestos report and a written Lead Based Paint survey prepared by accredited inspectors in compliance with state and federal requirements. Recommendations from the surveys shall be included in the final Job Hazard Analysis, incorporated in employee training plan for the job, and followed during performance of the work. Reference WAC Chapter 296-62-077, 296-65 and 296-155 for Asbestos and WAC Chapter 296-62-07521 and 365-230 for Lead based paint.

### **3.03 Housekeeping**

- a) Loose materials or waste shall not be allowed to accumulate in the work area. This is particularly important in aisles and in the vicinity of ladders, ramps, stairs, machinery and equipment.
- b) All aisles shall be clearly defined and kept free of any hazardous obstructions.
- c) Aisles in storage areas shall be kept clear for easy access to fire-fighting equipment and to enable firefighters to reach a fire. Areas shall be kept clear around sprinkler control valves, fuse boxes and electrical panels. These areas

shall be clearly identified, as governed by WAC 296-24-73505 and UFC codes.

- d) Oil, grease, gasoline and other slippery substances spilled on floors and walkways shall be cleaned up immediately. Approved non-combustible absorbents shall be used to dry up spills before cleaning. Flammable liquids shall not be used.
- e) Tools shall not be allowed to accumulate unnecessarily in the work area or left on overhead platforms where they could be kicked off on persons or materials.
- f) All materials shall be neatly stacked and easily reached by adequate aisles. Cross ties, separators or dunnage shall be used to guard against falling.
- g) Materials shall not be stacked within 24 inches of ceiling fire sprinkler heads and also shall not be stacked in such a manner as to project into aisles, to cause tripping hazards.
- h) Combustible waste and flammable materials subject to spontaneous combustion shall be deposited only in non-combustible, metal containers with self-closing lids.

#### **3.04 Personal Protective Equipment**

- a) Prescribed protective equipment shall be used at all times in work areas as designated by safety procedures. Long sleeve shirts will be worn when employer feel protection is needed.
- b) Approved hard hats shall be worn when the employee is exposed to a potential hazard from falling objects, when working in a construction area or an electrical substation.
- c) Approved hard hats will be required in work areas where possible hazards from falling objects are not present, but protection from bumping type injuries is required.
- d) WAC 296-24-088 and City policy require employees to wear steel-toe safety shoes where there may be a risk of foot injury and/or in any area that requires hardhats.
- e) Goggles, face shields and other suitable protection devices shall be worn when employees are exposed to possible flying particles or possible splashing from chemicals.

- f) Approved respiratory masks should be used when employees are exposed to concentrations of dust, fumes, vapors, gases or airborne pathogens. See Appendix A.12 Respiratory Protection Program for specific training and documentation requirements for respiratory PPE. See Appendix A.13 Silica Exposure Control Program for specific training and documentation requirements related to activities involving activities generating rock dust. Documentation of training shall be maintained at the Department level.
- g) Approved hearing protectors must be worn when working in areas having high noise levels. See Appendix A.11 for Hearing Conservation Program details. Documentation shall be maintained by the Personnel/Finance Department
- h) Safety devices and guarding provided to protect the employee from injury shall be used at all times and shall not be removed or blocked by operating personnel.
- i) Protective equipment shall be kept clean and free from damage. Frequent inspections shall be performed to assure protective equipment offers maximum protection. Damaged or defective protective equipment or clothing shall not be used and shall be replaced or repaired prior to use.

### **3.05 Handling of Materials**

WAC 296-62-05105 "What is a caution zone job"? A caution zone job is where an employee's typical work activities include any of the specific physical risk factors listed below. Typical work activities are those that are a regular and foreseeable part of the job and occur on more than one day per week, and more frequently than one week per year. Heavy, frequent or awkward lifting follows these guidelines:

- a) Lifting objects weighing more than 75 pounds once per day or more than 55 pounds more than 10 times per day.
- b) Lifting objects weighing more than 10 pounds if done more than twice per minute more than 2 hours total per day.
- c) Lifting objects weighing more than 25 pounds above the shoulders, below the knees or at arms length more than 25 times per day.
- d) Where possible, mechanical equipment should be used to lift heavier materials.
- e) All employees are responsible to know and practice proper lifting techniques.

- f) Safety is the first priority in determining the methods and procedures used to handle and/or transport materials.

### **3.06 Motor Vehicles**

- a) Operators of City-owned vehicles shall be responsible for checking all vehicles on a monthly basis. Any safety defects found shall be reported and the vehicle will not be operated until the safety defect has been corrected.
- b) Only fully qualified and properly licensed operators shall be permitted to drive or operate City vehicles.
- c) All drivers of City vehicles shall comply with all state, county and local rules/regulations governing the safe and legal operations of vehicles.
- d) Seat belts shall be worn and secured at all times when the vehicle is moving.
- e) The driver shall be responsible for assuring that all passengers are seated and properly secure before moving the vehicle. Under no circumstances shall passengers ride on fenders, running boards, the tops of vehicles or any place not designed for a passenger.
- f) Trucks, when used for transportation of employees shall be provided with facilities which will afford safe seating and the truck shall be protected on sides and ends to prevent falls from the vehicle.
- g) Trucks transporting materials shall follow these guidelines:
  - Maximum vehicle width: 102 inches
  - Maximum vehicle height: 14 feet
  - Single unit maximum length: 45 feet
  - Truck-trailer combination maximum length: 70 feet
  - Truck tractor-semi-trailer combination maximum length: 65 feet when operated on highways not on the National Network
  - Semi-trailer maximum length: at least 48 feet on the National Network (Grandfather lengths greater than 48 feet may apply on the National Network)
  - The maximum load per tire measure by pounds per inch of tire width shall be:

- Steering axle: 600 lb/in
  - All other axles: 500 lb/in
- Except for the steering axles or wide base single tires described below, all axles weighing more than 10,000 pounds shall have at least four tires per axle.
  - In lieu of four tires per axle, an axle may be equipped with wide base tires, limited to 500 pounds per inch of tire width.
  - Every state reserves the right to permit or otherwise establish limits in excess of those described above for use vehicle configurations designed to address specific safety or economic concerns.
  - Each state shall determine effective dates based upon local economic, safety and technological considerations. Amortization of investment and phasing out of single tires to minimize economic and operating disruption of individual companies and effected industries shall be considered factors.
  - Axle and Gross Weights: The maximum single axle weight shall be 20,000 pounds. The maximum tandem axle weight shall be 34,000 pounds. The maximum gross weight of a vehicle or combination of vehicles computed in accordance with Axle Group Weights (below), shall be 80,000 pounds.
  - Axle Group Weights: The total gross weight in pounds imposed on the highway by any group of two or more consecutive axles on a vehicle or combination of vehicles, shall not exceed the values computed by federal bridge formula "B" as follows:

$$W = 500 ((LN/N-L)+12N+36)$$

Where:

W = Maximum weight in pounds carried on any group of two or more axles computed to the nearest 500 pounds.

L = Distance in feet between the extremities of any group of two or more consecutive axles.

N = Number of axles in the group under consideration.

Exceptions to the axle group weights specified above which are federally mandated should be provided for by individual state code. (For additional information on DOT guidelines for material hauling, contact the Street Department at extension 204-26.)

- h) All materials shall be tightly secured to prevent movement in transport. All cargo that extends beyond the end of the bed shall be clearly marked with a red cloth not less than 16 inches square. At night, red lights shall be used.
- i) All drivers of City vehicles shall strictly observe speed limits on public roads and highways.
- j) Speeds in parking lots, maintenance yards or in close proximity to persons or equipment shall be reduced as conditions warrant and are not to exceed 15 m.p.h. Lower speed limits may be imposed in selected areas.

### **3.07 Fire Prevention**

- a) While the Fire Department has the primary responsibility for fighting fires, each employee has the responsibility of being alert for possible fire hazards. In the time period between reporting and arrival of fire equipment, the employee may be required to participate in initial fire fighting activities.
- b) As many employees as possible shall be trained in the proper use of fire extinguishers.
- c) All fire-fighting apparatus shall be kept in a ready condition and be accessible at all times.
- d) Types of Fires:
  - CLASS "A" FIRES - WOOD, TEXTILES, PAPER, RUBBISH: The quenching and cooling of water is of the greatest importance. Fire extinguishers employing the following substances may be used: water through hose lines using either stream or fog nozzles, soda-acid (chemical) pressurized water, knapsack A-B-C multi-purpose dry chemical pump extinguishers, hand and buggy type water extinguishers. Foam extinguishers may be used, but are not the most effective since foam does not have the cooling effect required.
  - CLASS "B" FIRES - FLAMMABLE LIQUIDS, GASOLINE, OILS, ETC.: Smothering or blanketing effect of the extinguishing agent is of the greatest importance, especially fires in pools, tanks, etc. Fire extinguishers employing the following substances may be used: foam carbon dioxide (CO<sub>2</sub>) and dry powder.
  - CLASS "C" FIRES – ELECTRICAL EQUIPMENT: Fire extinguishers employing the following substances may be used on electrical equipment fires: dry powder rated for class B-C or multi-purpose dry chemical pump extinguishers rated A-B-C.

- e) When removing supplies of paints, solvents or other flammables from storage, only the minimum supply to do the job shall be taken. Any unused portions should be returned to storage area. All containers shall be properly labeled as to contents and hazards pertaining to contents.
- f) Combustible products of rubbish waste or other residues shall not be allowed to accumulate. Oil soaked rags and similar materials subject to spontaneous combustion shall only be stored in non-combustible containers with self-closing lids.
- g) Flammable liquids shall not be stored in aisles or walkways and shall be so located that there will be no interference with evacuation of the area in case of fire.
- h) Cigarette butts, matches or other similar materials shall not be discarded without fully extinguishing the substance.
- i) Ashtrays, cigarette butts or matches shall only be disposed of in approved non-combustible containers.
- j) Striking of matches or other sources of ignition shall not be permitted within "NO SMOKING" areas.
- k) All gasoline or flammable solvents or liquids shall not be stored inside building in other than approved flammable storage containers.

### **3.08 Safety Inspection Procedures**

- a) The City is committed to aggressively identifying hazardous conditions and practices that could result in injury or illness to employees and will take immediate action to eliminate those hazardous conditions. In addition to investigating accidents for their causes and reviewing injury/accident records, management and the Safety Officer and/or Safety Committee shall have implemented several methods for identifying hazardous conditions before they result in injury to employees/workers.
- b) Annual ~~Safety Inspection~~ Survey: At least ~~Once~~ a year an inspection team made up of members of the Safety Officer and/or Safety Committee will conduct a thorough walk through inspection of each Department work site. They will list any safety hazards or potential hazards at the walk through. Results of these inspections will be used to control obvious hazards, target certain work areas for more intensive investigation, ~~assist~~ assist in revising checklists used during regular monthly safety inspections and as part of annual review of the effectiveness of our accident prevention program. Document the Annual Safety Inspection using the Appendix A.07 Annual/Monthly Safety Inspection Checklist and retain the records in the

Safety Committee records. Results of the survey will be provided to the appropriate Department Supervisor and a copy posted on the Department bulletin board. Documentation shall be maintained by the Safety Committee.

- c) Periodic Change Survey: Any time a new piece of equipment is received, a change is made in work procedures or changes are made to building structures that may have safety ramifications, Safety Officer and/or Safety Committee representatives shall examine the changed conditions. They will make recommendations to eliminate or control hazards that may be created as a result of the change. Equipment Rental will coordinate with the Safety Officer and/or Safety Committee.
- d) Monthly Safety Inspection: Each month before the regularly scheduled Safety ~~Officer and/or Safety~~ Committee meeting, each member will inspect their respective Department-area for hazards using the ~~standard~~-Annual/Monthly Safety Inspection Checklist (Appendix A.07) and talk to co-workers regarding their safety concerns. The committee member will report any hazards or concerns expressed to the whole committee for consideration. Results of area inspections and any actions taken shall be posted ~~in-affected-areason the~~ respective Department bulletin board. Committee members may, periodically, agree to inspect each other's areas to provide a different perspective. The ~~standard Safety Inspection Checklist (Appendix A.07) will be updated as needed.~~ Documentation shall be maintained by the Safety Committee.
- e) Job Hazard Analysis: Work areas or tasks may be identified as potentially hazardous as the result of a review of injury records, a note on the annual site survey or a reasonable concern expressed by a City employee. In that case, the Safety Office will advise the Department Supervisor that a hazard analysis will be scheduled as soon as possible. ~~A group from the Safety Officer and/or Safety Committee~~ The Department Supervisor will conduct the study using the *Job Hazard Analysis* (Appendix A.08) form and instructions. The job will be modified as needed to control or eliminate the hazard and employees will be trained in revised operation. Results of the hazard analysis will be provided for review by the Safety Officer and/or Safety Committee. ~~The Safety Officer and/or Safety Committee~~ Department Supervisor will update the *Job Hazard Analysis* form (Appendix A.08) as needed. Documentation of training shall be maintained at the Department level.

## **Section IV**

### **Work Area Safety**

#### **4.01 Work Area**

- a) Employees shall not be required to work in areas or situations where they may be adversely affected by working under these types of conditions (i.e., extreme heights, underground, closed areas, etc.) without proper protective devices.
- b) Always store materials in a safe manner. Tie down or support piles if necessary to prevent shifting, falling or rolling.
- c) Shavings, dust, scraps, oil or grease should not be allowed to accumulate.
- d) Any refuse must be removed as soon as possible. It is a safety and fire hazard.
- e) Remove any loose materials from stairs, ramps, walkways, platforms, etc.
- f) Do not block traffic lanes, aisles, fire exits, stairs, etc.
- g) Avoid shortcuts – use stairs, walkways, ramps, ladders, etc.
- h) Erect proper barriers around floor openings (WAC 296-24-750) and excavations (WAC 296-155-655).

#### **4.02 Office and Clerical Safety**

- a) Personnel should not run on walkways or stairways. All personnel shall enter and leave buildings in an orderly manner.
- b) All personnel shall observe safe lifting and carrying procedures (refer to Section 3.05) when moving boxes, office machines or other heavy materials. Large boxes or materials shall be moved with mechanical equipment or repacked in smaller parcels. Bulky materials shall not be carried when the view ahead is obstructed or when the materials interfere with stairway handrails.
- c) Water, oil or other slippery substances shall be removed at once to eliminate slipping hazards. Extension cords, wastebaskets and other materials shall be kept out of walkways or aisles to prevent tripping hazards. Standing on chairs, boxes or makeshift supports to reach overhead objects is prohibited. Doors

shall always be opened with caution to avoid striking someone on the other side. Keep to the right when walking to avoid collisions. Handrails should be used at all times when ascending or descending stairways.

- d) Desk and filing drawers shall be kept closed at all times when not in use. Caution should be observed in opening top file drawers to avoid tipping the cabinet. Only one drawer shall be opened at any one time. When possible, drawers of file cabinets should not open towards a workspace (i.e., desk, chairs, etc.).
- e) Spindles and other sharp or pointed objects on desks to fasten papers are prohibited. Special care must be observed in disposing of broken glass or other sharp objects.

#### **4.03 Elevated Positions**

- a) Employees shall use approved safety belts, lifelines or other devices that are adequate for maximum protection while working at heights. No person, material or equipment shall be lifted from the ground by supports inadequate for the job. The supports or lines shall be approved supports, sufficiently strong and properly secured in place.
- b) All ladders used shall be of good quality, securely placed, held or tied to prevent slipping or falling as per WAC 296-24-780. Ladders shall not be placed in front of doorways unless the door is open, locked or guarded. Employees shall face the ladder when ascending or descending. Materials that interfere with the free use of both hands shall not be carried up or down the ladder.
- c) Wooden or non-conducting ladders shall be used by electrical workers and others working near electrical equipment. Straight and/or extension ladders shall have safety feet.
- d) Scaffolding shall be built as per WAC 296-24-860.
- e) ~~Additional policies that are specific to the department or the project may be established and are applicable~~ A Fall Protection Work Plan (Appendix A.16) shall be prepared by the Department Supervisor or competent designee prior to starting projects requiring fall protection. Documentation of training shall be maintained at the Department level.

#### **4.04 Underground Installations**

- a) Underground installations include tanks, pits, pipes, sewers or any underground facility workers may enter to perform maintenance or inspections. Workers must follow the Confined Space Program (Appendix

~~A.15) procedures and entry policies developed for the particular department, conforming to state and federal laws regulating confined space entry prior to entry of any confined space. Documentation of training shall be maintained at the Department level.~~

- ~~b) Warning signs and barriers shall be placed around open manholes to provide sufficient warning of the opening and to prevent unauthorized traffic from entering the area.~~
- ~~c) Workers shall not enter sewers or other underground installations without leaving a safety observer in attendance on the outside. The safety observer shall frequently monitor the operation and approaching traffic.~~
- ~~d) Before entering underground structures, the atmosphere of the structure shall be tested with an approved testing device (tested and calibrated within the required time period) to detect the presence of explosive gases, Hydrogen Sulfide or oxygen deficiencies.~~
- ~~e) Personnel shall not enter or work in underground facilities where concentrations of fumes, vapors, gases or oxygen deficiencies are present, without protective devices.~~
- ~~f) Smoking, open flames and spark-producing equipment shall not be permitted in or within 25 feet of any manhole.~~
- ~~g) A lifeline must be worn at all times by persons working in a manhole.~~
- ~~h) WAC Code 296-62-145 and individual department policies will be followed.~~

#### **4.05 Sewers, Pits and Treatment Plants**

- a) Hydrogen Sulfide is normally present in sewer lines and treatment plants. Hydrogen Sulfide is extremely toxic when inhaled and explosive when mixed with air.
- b) Methane Gas is highly flammable, explosive and displaces oxygen in confined or poorly ventilated areas.
- c) Carbon Dioxide is formed in large quantities in the sludge digesting process. While not explosive, Carbon Dioxide is an asphyxiating gas and should not be inhaled.
- d) The gases produced by digesting sewage sludge may be explosive, toxic or suffocating.

- e) ~~Before working in any confined space, Confined Space Program (Appendix A.15) requirements shall be met. Documentation of training shall be maintained at the Department level. the air shall be tested by approved testing devices and retested at periodic intervals to assure that hazardous accumulations of gas do not occur. Forced air ventilation shall be used when necessary to prevent accumulations of hazardous gases.~~
- f) ~~Personal protective equipment to be used in and around confined spaces shall be as prescribed by department policy required by WAC Code 296-24-075.~~ All personnel working in or around sewage facilities shall be familiar with the proper use and care of protective equipment.
- g) Sewage normally contains harmful bacteria capable of causing serious disease if precautions are not observed.
- h) All cuts, scratches and breaks in the skin shall be cleaned and treated immediately.
- i) Food and beverages shall not be permitted in areas where they may become contaminated. Laboratory glassware shall never be used to drink from.
- j) Smoking, open flames and spark producing equipment shall be strictly prohibited where flammable or explosive gases are present.
- k) WAC Code 296-62-145 and individual department policies will be followed.

#### **4.06 Electrical Facilities**

- a) Only qualified and properly authorized maintenance personnel shall be permitted to install and maintain electrical facilities and equipment.
- b) Each department shall ~~follow~~ have the Appendix A.17 Lockout/Tagout Program for Control of Hazardous Energy as appropriate to their operations (Lock-out/Tag-out) Policies to be followed as per WAC Code 296-24-110 and OSHA regulations. Documentation of training shall be maintained at the Department level.
- c) Personnel working with electrical circuits shall not wear rings, watches or metallic objects that could act as conductors of electricity. Hard hats will be worn in areas of high voltage.
- d) Metal ladders and uninsulated tools shall not be used while working with electrical circuits and equipment.

- e) Electrical equipment and lines shall always be considered “live” until proven “dead.” Before beginning work, each electrical circuit shall be inspected and tested and, where possible, isolated from the power source. Extreme care shall be exercised as wires designed to operate at ground potential may become energized by faulty or inadequate connections. The Control of Hazardous Energy (Lock-out/Tag-out) Policies and Procedures shall be applied/adhered to.
- f) All electrical cords and portable extension cords shall be equipped with a non-conducting plug and outer socket shell. All electrical cords shall be equipped with the three-prong grounding plug.
- g) Electrical cords shall be heavily insulated and not subjected to excessive bending, stretching and kinking. All cords and wires shall be frequently inspected for signs of defects. Damaged or frayed electric wires, cords and plugs shall be immediately replaced by properly trained maintenance personnel determined by specific department policy.
- h) Adequate warning signs and barriers shall be installed in plain sight, in all areas where hazardous electrical facilities exist.
- i) Overloading of electrical circuits is extremely hazardous and shall not be permitted at any time. The replacement of fuses or circuit breakers with makeshift materials or over-capacity fuses is strictly prohibited.
- j) The type of circuit and other conditions shall determine the type of protective equipment required. Rubber gloves, sleeves, blankets, mats and insulated platforms shall be used as required.
- k) All insulated protective equipment shall be continuously inspected for defects or damage. Any defective equipment shall be replaced before use.
- l) Testing schedules for insulation qualities shall be established for protective equipment and strictly complied with. All users shall verify that equipment has been satisfactorily tested prior to use.

#### **4.07 Traffic Control**

- a) The intent of this section is to create a safe work area for those employees with their work locations being in/on any street, road, alley or highway.
- b) Barricading procedures and traffic control shall comply with state laws and any existing City policy.
- c) When it is necessary for an employee or vehicle to work in/on any street, road or highway, proper traffic control will be in place. This control shall consist of

coning, coning and flagmen, emergency lighting, signs, or if needed, all of these methods.

- d) At locations where flagging or coning is established, there will be an employee with State of Washington Traffic Flagman certification.
- e) On-site orientation – The employer must conduct an on-site orientation when flaggers start a new job. This orientation must include, but not be limited to, the flagger's role and location on the job site, equipment, traffic patterns, communications and hazards specific to the work site.
- f) Additional warning sign – On roads allowing speeds of at least 45 mph, the employer must provide an additional warning sign marked "Be Prepared to Stop" or "Flagger Ahead". (This is in addition to the advanced warning signs required by the Manual on Uniform Traffic Control Devices.)
- g) Highly visible clothing during daylight hours – While flagging during the day, a flagger must wear:
  - A high visibility-warning garment designed in accordance with ANSI-SEA 107-1999; and
  - A high visibility hard hat
- h) High visibility clothing during nighttime hours – While flagging at night, a flagger must wear:
  - A high visibility warning garment designed according to ANSI-SEA 107-1999 specifications over white coveralls or other coveralls or trousers designed according to ANSI-SEA 107-1999; and
  - A high visibility hard hat that is iridescent or marked with reflectorized material
- i) During inclement weather, yellow rain gear may be substituted for white coveralls.
- j) The rest – Employers must ensure that:
  - Flagger workstations are illuminated at night.
  - Warning signs reflect the actual condition of the work zone.
  - Flaggers are not assigned other duties while flagging.

- Flaggers do not use devices (i.e., cell phones, pagers, radio headphones, etc.) that can distract their vision, hearing or attention. Devices such as two-way radios used by flaggers for communications, directing traffic or ensuring flagger safety are acceptable.

#### **4.08 *Transporting of Equipment***

- a) Transporting of equipment to the job site shall be accomplished in accordance with all state and local laws governing traffic control.
- b) Mobile equipment operated on streets and highways shall conform to all state and local laws governing motor vehicles. All regulations concerning speeds and load limits shall be strictly observed by personnel operating mobile equipment.
- c) When mobile equipment is hazardous to other vehicles on the road, the traffic shall be controlled by flagpersons, signs or temporary barriers.
- d) When equipment is to be towed to the job site, use WSP standard safety chains in addition to towing hooks or tow bars. Operators with DOT commercial driver's licenses should be trained in visual inspection procedures for safety chains.
- e) Personnel shall never stand or ride on the tow bar while equipment is being towed.
- f) Towing should not be scheduled after dark. When emergency needs require nighttime towing, fully operating lights shall be placed at the rear of the tow.
- g) When equipment is to be transported by trailer, extreme care shall be taken to prevent equipment from tipping while loading or traveling.
- h) Clearance heights along the proposed route shall be reviewed for low-hanging objects and operators shall keep a close watch to avoid striking low-hanging objects with the equipment.
- i) Equipment shall be secured and lashed to the trailer with the wheels blocked to prevent movement.
- j) All trailers shall be equipped with fully operating stop and directional lights and they shall be checked for operation prior to transporting equipment.

#### **4.09 *Trenching and Excavating***

- ~~a) The City of Sedro-Woolley has established a Trenching Program for Departments that have trenching responsibilities. See Appendix A.14 for the complete Program. All trenching activities shall comply with Program requirements. Documentation of training shall be maintained at the Department level. Determination of the angle of repose and design of the supporting system shall be based on careful evaluation of pertinent factors such as:~~
- ~~b) Depth and/or cut soils classification~~
- ~~c) Possible variation in water content of the soil.~~
- ~~d) Anticipated changes in materials from exposure to air, sun, water or freezing.~~
- ~~e) Loading imposed by structures, equipment, overlaying material or stored material.~~
- ~~f) Vibration from equipment, blasting, traffic or other sources.~~
- ~~g) Bridges/walkways with standard railings will be provided when employees or equipment are required to cross over excavations.~~
- ~~h) Walls or faces of ALL excavations in which employees are exposed to danger from moving ground shall be guarded by a shoring system, sloping of the ground or some other equivalent means in compliance with WAC Code 296-155-655.~~
- ~~i) No person shall be permitted under loads handled by power shovels, derricks or hoists.~~
- ~~j) All employees shall be protected with appropriate PPE for the protection of head, hands, feet and other body parts.~~
- a)
- k)b) For other rules and regulations see Washington State Department of Labor and Industries, Division of Industrial Safety and Health Construction Safety Standards – Trenching and Excavating WAC Code 296-155-650.

## **Section V**

### **Equipment Safety**

#### **5.01 Drill Presses**

- a) Stock to be drilled shall be secured to the press to prevent material from spinning during drilling.
- b) The drill shall be completely shut down and stopped before attempting to clear jammed work.
- c) When holes are to be drilled beyond the flutes of the drill, the drill shall be removed and cleaned out frequently to prevent jamming or freezing.

#### **5.02 Abrasive Grinders**

- a) Sight protection shall be used at all times while operating grinding or polishing tools regardless of size, speed or whether the tools are equipped with transparent protection guards.
- b) Grinders, polishers, buffers and other equipment generating dust should be equipped with local ventilation capable of removing all dust. When exhaust ventilation is insufficient to remove all grinding dust, the operator shall use approved respiratory equipment.
- c) Hand-grinding operations shall not be attempted without using the machine tool rest. Adjust distance between wheel and tool rest to maintain 1/8" or less separation as the diameter of the wheel decreases with use. Distance between wheel and spark breaker must be kept adjusted not to exceed 1/4".
- d) Work shall never be ground on the side of the wheel. Grinding work on the side can weaken the wheel, may cause premature failure and could result in injury from wheel separation.

#### **5.03 Powered Machine Tools**

- a) Powered machine tools include all power driven tools and equipment used in the cutting, shaping, forming or polishing of materials.
- b) Material to be worked on shall be secured prior to bringing the material in contact with machinery under power. Movable material shall be secured by jigs, fixtures or other hold-down devices prior to contact with machine cutting surfaces.

- c) Burrs, sharp edges or projections that could cause injury or difficulty in processing shall be removed prior to performing additional operations.
- d) Cutting edges of tools shall be kept sharp at all times and checked for defects before each operation.
- e) Cutting tools shall not be set or adjusted while the machinery is in operation or when the power is on.
- f) Operators shall allow all machinery to stop turning of its own accord. Hand pressure shall never be used to slow down or stop turning machinery.
- g) Materials or stock being processed or worked shall not be measured or calibrated while in motion. Measurement of material in machinery shall only be accomplished when the machinery is stopped with the switch in the "off" position.
- h) Machinery shall only be operated at the recommended speeds for the material being worked and shall not be speeded up to expedite operations.
- i) The speed of machinery or rate of material feeding shall not be changed while material is being worked.
- j) Operating personnel shall remove chuck keys, wrenches and drifts from the machine and place them in a safe location before starting the operation. Adjustments with these devices shall not be attempted while the machinery is in motion.

#### **5.04 *Portable Power Tools***

- a) Portable power tools receive power from electricity, air pressure, explosive charges or rotating flexible cable. Portable power tools are frequently more hazardous to use than stationary equipment because their mobility and smaller size make protective guarding difficult.
- b) Cords, hoses and cables supplying power to portable power tools shall be routed in such a manner as to prevent tripping hazards.
- c) Operating personnel shall avoid abusing power supply lines of portable equipment. Excessive scraping, kinking, stretching and exposure to grease and oils will damage lines, cause premature failure and possible injury to the operator or fellow workers.
- d) Cords, hoses and cables shall be frequently inspected to detect wear or deterioration. Defective power supply lines shall be replaced before use.

- e) Electrical powered tools shall not be used near flammable materials or explosive atmospheres unless they are of the explosion-proof type, meeting the National Electrical Code for explosive areas.
- f) At no time will electrical power equipment be operated without proper grounding. All electrical cords and cables shall be of the type that includes a third wire ground.
- g) Operation of electrical tools in wet or damp areas is strictly prohibited except in unusual emergency circumstances. When operation is required in wet or damp conditions, extreme care will be exercised to assure effective grounding of equipment and proper use of protective equipment.
- h) Electrical cords shall be frequently inspected for damaged or frayed surfaces. Damaged or frayed electrical cords shall not be used until repaired or replaced by maintenance personnel.

#### **5.05 Mechanized Equipment**

- a) Mechanized equipment in use by the City ranges from grass cutting to heavy construction equipment. The following general rules apply to all types of mechanized equipment.
- b) Only fully trained, properly authorized personnel shall be permitted to operate mechanized equipment. Equipment operators shall be certified as required by the applicable Job Description and trained as per division/departement policy.) Heavy equipment operators shall be trained and qualified as per department policy. Documentation of training shall be maintained at the Department level.
- c) Operators shall never leave their equipment with the engine running. When leaving the equipment, the engine shall be completely shut down and all blades and lifts lowered to the full "down" position.
- d) No person shall ever attempt to get on or off moving equipment. Unauthorized persons shall not be permitted to ride on equipment at any time.
- e) Each individual job condition shall determine the safe operating speed. The speed shall be the minimum required for safe operation and to minimize dust. When excessive dust or glare is present, operators shall wear protective goggles.
- f) Particular care shall be exercised in starting, turning and stopping of equipment. Operators shall exercise maximum caution to avoid contacting electrical lines with equipment.

- g) Servicing of equipment shall not be performed while the equipment is running or in operation.
- h) Fuel for equipment shall be kept in safety cans plainly marked (i.e., Gasoline, Diesel, 2-Stroke, etc.) and the fuel shall be kept isolated from all possible sources of ignition. Servicing shall not be attempted until the engine has cooled.
- i) Maintenance or adjustments of equipment shall only be performed by maintenance personnel. When performing maintenance, the equipment shall be completely shut down with all lifts or blades lowered to the full "down" position.

#### **5.06 Mechanical Handling Equipment**

a) Forklift operators are to be certified by a qualified trainer for forklift operation. Certification shall be documented by the Public Works Department.

a)b) Prior to using forklift, complete forklift safety checklist.

b)c) Mechanical materials-handling equipment such as hand trucks and forklifts shall be used when loads are too heavy or bulky to be carried efficiently or safely by hand.

c)d) Hand trucks shall be pushed rather than pulled. Truck handles that expose hands to possible injury shall be equipped with knuckle guards.

d)e) On handling equipment, the load center of gravity shall be kept low by placing the heavier objects on the bottom and lighter objects at the top.

e)f) Side stakes, straps or lashing materials shall be used on high loads where there is a possibility of material toppling. Maximum load limits shall be established for material handling equipment and strictly enforced.

f)g) Floors and other surfaces used in transporting materials shall be kept free of slippery substances, cracks, bumps and other defects that interfere with the safe movement of materials.

g)h) Equipment shall not be moved until the load is properly stacked and secured.

h)i) Operators shall be particularly careful when approaching doorways, aisle crossings and other intersections.

i)j) When self-propelled equipment is parked, the brakes shall be set and the ignition turned off with the transmission placed in low gear or park position.

j)k) Forklift operators shall travel with forks close to the floor to prevent accidental damage of other materials when turning too sharply. When traveling with a load, forks close to the floor will prevent obstruction of vision. When the load obstructs the forward view, the operator shall only travel in reverse for a clear field of vision.

k)l) Forklift operators will refuse to lift or move unsafe loads. If an operator believes the load is too heavy or improperly stacked, he will refuse the load and report to his supervisor.

l)m) Forklifts and other equipment shall not be left unattended while the equipment is running. When leaving the equipment, the engine shall be shut down and the lifts lowered to the floor.

m)n) Gasoline powered equipment shall not be fueled in buildings, but only at authorized, outdoor points. Equipment shall not be serviced, cleaned or repaired while the equipment is running.

#### **5.07 Mechanical Lifting and Aerial Equipment**

- a) Mechanical lifting devices and aerial equipment includes a wide variety of cranes, derricks, hoist, slings, baskets and platforms. Their use is subject to certain hazards, impossible to safeguard by mechanical means. The safe operation of mechanical lifting devices requires intelligence, care and observance of safety rules.
- b) Operation of mechanical lift devices or aerial equipment shall be restricted to personnel who have been trained in the safe use of each type of equipment.
- c) Inspection and test schedules shall be established for all mechanical lifting devices and all operators shall be familiar with the inspection schedules of each type of equipment. Prior to use, the operator shall verify that the equipment to be used has been inspected and tested in accordance with the established schedule. This is in the manufacturer's operations and maintenance book. Department policies will be followed.
- d) Operators shall never leave a crane, hoist or derrick while the load is still suspended unless the load is suspended over a barricaded area or is blocked up or otherwise supported from the ground.
- e) Before entering or leaving the vehicle, each operator shall assure that boom baskets and platforms do not contact electrical equipment.

- f) Operators of all vehicles equipped with aerial baskets and outriggers shall lower the outriggers to a firm foundation before the aerial equipment is operated.
- g) Before moving the stabilizers, outriggers or hydraulic jacks, the operator shall determine that no one is in a position to be injured. Before operation, outriggers' brakes shall be checked for safe operation prior to lifting a load.
- h) Servicing of equipment shall never be performed while the equipment is in operation. Maintenance shall be performed by only qualified maintenance personnel and checked for performance after repair.
- i) Vehicles with aerial equipment shall not be moved from one working location to another with the equipment in the raised position.
- j) Drivers of aerial equipment trucks shall be constantly alert to the fact that the vehicle has exposed equipment above the truck and allow for necessary clearance.
- k) The specified safe loading capacity shall not be exceeded. The manufacturer's suggested safe load requirements shall be observed for all loads to be lifted.
- l) All controls shall be checked daily before operation to assure that they operate freely and properly.
- m) Upper and lower controls are required for extensible and articulating boom platforms that are primarily designed as personnel carriers. Both controls must be operable and the lower control must be able to override the upper control.
- n) No part of a lifting device shall be operated within ten feet of electrical lines except when the lines have been de-energized and visibly grounded at the point of work, or where insulating barriers have been erected to prevent contact with the lines. The only exemption from this rule will be when the work is performed from a device insulated for the work and is performed by either telecommunications employees, line-clearance tree trimming employees or electric utility employees who have been trained in working around exposed electrical lines.
- o) Belting off to an adjacent pole, structure or equipment while working from an aerial lift shall not be permitted.
- p) Personnel shall never be lifted off the ground without being secured to the equipment by an approved body belt and lanyards.

- q) An aerial lift truck may not be moved when the boom is elevated in a working position with men in the basket, except where the equipment is specifically designed for such an operation.

### **5.08 Hand Tools**

- a) Many persons are under the impression that hand tools are simple devices not requiring caution or training in safe operation. This impression is false. Hand tools are responsible for a wide variety of industrial injuries and property damage.
- b) The use of tools shall be confined to the purpose for which intended.
- c) Protect tools from corrosion damage. Wipe off accumulated grease and dirt. Moving and adjustable parts shall be frequently lubricated to prevent wear and misalignment.
- d) All damaged or worn tools shall be promptly repaired. All tools with mushroomed heads, split or defective handles shall be repaired prior to use. Temporary or makeshift repairs shall be prohibited. Discard all tools that cannot be safely repaired on the job or at the factory.
- e) When not in use, tools shall be stored in suitable boxes or containers. Loose tools shall not be stored on ledges or where they will roll off benches or tables. Tools shall be picked up when a job is completed and not be allowed to accumulate in the work area.
- f) Metal hand tools are good conductors of electricity. Do not use conducting tools around electrical facilities. Insulated tools approved for electrical work shall be tested frequently for proper insulation.
- g) Select the correct size and type of wrench for each job. Wrench handles shall not be extended with pipe or cheaters because the jaws will spread.
- h) Use personal protective equipment where applicable and when WAC Code 296-24-650 or department policy calls for it.

### **5.09 Battery Maintenance (WACs 296-155-437, 296-56-60245 & 296-24-23015)**

- a) When performing battery charging or battery maintenance activities, operators are exposed to possible hazards from burns and explosive gases. To reduce exposure to other personnel, all battery charging operations shall be separated from other activities, except when fast-charging an installed battery.

- b) Batteries of the unsealed type shall be located in enclosures with outside vents or in well ventilated rooms and shall be arranged so as to prevent the escape of fumes, gases, or electrolyte spray into other areas.
- c) Ventilation shall be provided to ensure diffusion of the gases from the battery and to prevent the accumulation of an explosive mixture.
- d) Racks and trays shall be substantial and shall be treated to make them resistant to the electrolyte.
- e) Floors shall be of acid resistant construction unless protected from acid accumulations.
- f) Facilities shall be provided for flushing and neutralizing spilled electrolyte and for fire protection.
- g) Metallic objects shall not be placed on uncovered batteries.
- h) Face shields, aprons, and rubber gloves shall be provided for and worn by workers handling acids or batteries.
- i) Facilities for quick drenching of the eyes and body shall be provided within 25 feet (7.62 m) of battery handling areas.
- j) Filler caps shall be in place when batteries are being moved.
- k) Facilities for flushing the eyes, body and work area with water shall be provided wherever electrolyte is handled, except when employees are only checking battery electrolyte levels or adding water.
- l) Carboy tilters or siphons shall be used to handle electrolyte in large containers.
- m) Battery handling equipment which could contact battery terminals or cell connectors shall be insulated or otherwise protected.
- n) Batteries shall be free of corrosion buildup and cap vent holes shall be open.
- o) When a jumper battery is connected to a battery in a vehicle, the ground lead shall connect to ground away from the vehicle's battery. Ignition, lights and accessories on the vehicle shall be turned off before connections are made.
- p) Parking brakes shall be applied before batteries are charged or changed.

- q) Chargers shall be turned off when leads are being connected or disconnected.
- r) Battery charging installations shall be located in areas designated for that purpose.
- s) Charging apparatus shall be protected from damage by trucks.
- t) When batteries are being charged, the vent caps shall be kept in place to avoid electrolyte spray. Vent caps shall be maintained in functioning condition.
- u) Adequate ventilation shall be provided during charging.
- v) Installed batteries shall be secured to avoid physical or electrical contact with compartment walls or components.
- w) Smoking and open flames shall be strictly prohibited while working in or around batteries. Electrical equipment used shall be explosion proof and effectively grounded at all times.

#### **5.10 *Welding and Brazing***

- a) Welding or open flames shall be prohibited where flammable gases or liquids may be ignited until the possibility of explosion or fire has been eliminated. In confined spaces where ventilation is inadequate, welding itself may produce flammable or explosive gases. Follow department policies regarding hot work.
- b) Welding, open flames or external heat shall not be brought into contact with a vessel that may have contained a flammable substance until that vessel has been thoroughly purged or filled with an inert gas or water.
- c) Oxygen cylinders and valves shall be kept free from oil and grease. Oxygen under pressure can release sufficient heat to ignite and explode oil and grease on contact.
- d) Heating and welding of galvanized and cadmium-coated material shall only be done under controlled, ventilated conditions. The fumes shall be vented away from the operator and persons within the vicinity.
- e) Before starting a welding operation, welders shall protect themselves with suitable protective equipment. Welders shall wear helmets, shields, aprons, gloves, gauntlets and other protective equipment as required. Goggles, helmets and shields shall be carefully selected for proper lens shade.

- f) Arc welders shall place protective screens around the work area to prevent eye flash burns to other personnel in the area. Welders shall protect their eyes when chipping scarf or metal fragments.
- g) Cylinders shall be handled with extreme care. Cylinders shall be stored in the upright position and securely lashed to prevent falling. Compressed gas cylinders shall never be treated roughly. Any damage, suspected or obvious, shall be reported immediately.

### **5.11 Compressed Air and Gas Safety**

- a) For general shop and field use, compressed air shall be adjusted for not more than 30 PSI of pressure. For equipment operation requiring higher pressures, only the minimum pressure required to operate the equipment shall be used.
- b) Do not use compressed air to clean dirt or debris from equipment. Do not direct compressed air from hoses/nozzles towards persons. Compressed air shall never be used to clean workbenches or other surfaces.
- c) Compressed gas cylinders shall only be stored in designated areas away from external heat. The storage area should be away from traffic to minimize possible danger from damage.
- d) All cylinders should be stored upright in racks and securely lashed to prevent falling. Adapter covers shall remain in place until removed for use.
- e) Oxygen cylinders in storage shall be separated from fuel/gas cylinders and combustible materials by a minimum distance of 20 feet or by a noncombustible barrier at least five feet high.
- f) Oxygen cylinders shall be kept free from oil and grease. Oxygen under pressure will produce sufficient heat to cause explosion or fire when released under pressure.
- g) Cylinders shall never be dropped or treated roughly. Any damaged cylinders, suspected or obvious, shall be reported immediately.
- h) When moving cylinders, adapter covers shall be in place to protect valves. In moving cylinders, valves or caps shall not be used as hand holds.
- i) For raising or lowering, use a suitable sling, boat, cradle or platform. Cylinders shall not be raised by electric magnets.
- j) When transporting cylinders by hand truck, or truck, the cylinders shall be securely lashed to prevent falling.

### 5.12 *Compressed Air Tools*

- a) In compressed air tools, air is supplied under high pressure. Only the best quality air hoses, equipped with secure couplings, shall be used.
- b) Air supply hoses shall be protected from damage from vehicles or materials at all times. When used across walks or roadways, hoses shall be enclosed in channel-ways.
- c) Operators shall turn the air pressure off at the inlet control valve before changing or connecting compressed air tools.
- d) Pressure hoses shall be connected by safety chains to prevent hose whipping in the event couplings become disconnected or break.
- e) Compressed air tools shall never be pointed at other personnel.
- f) Always wear personal protective equipment when using compressed air tools.

### 5.13 *Explosive Activated Tools*

- a) Explosive or powder-activated tools represent hazards normally encountered from ammunition or other explosives.
- b) Only fully trained and authorized personnel shall operate explosive actuated tools. Authorized personnel shall only be designated after being trained and certified in use of ~~in~~ explosive tools. Documentation of training shall be maintained at the Department level.
- c) Only explosive tools bearing the manufacturer's label and approved by the "Industrial Code of Explosive Powered Tools" shall be used.
- d) Loaded tools shall never be carried away from the work site. Tools shall always be left unloaded until ready for use.
- e) Tools shall be held firmly against, and perpendicular to, the surface prior to firing.
- f) Fasteners of any kind shall not be forced into masonry closer than three inches to the edge, unless special guards are used to prevent flying particles. Fasteners shall not be fired into steel closer than one-half inch to an edge or joint.

- g) No tool of this type shall be used to fire projectiles into hardened steel, high tensile steel, cast iron, glazed brick, tile, marble, glass or other extra hard materials.
- h) Powder-actuated tools shall not be used in flammable or explosive area.
- i) Tools and explosive charges shall be stored separately in portable containers and explosives in locked metal boxes.
- j) Misfired cartridges shall be disposed of in a manner that prevents further handling by fellow employees or the general public.

#### **5.14 Power Saws/Chainsaws**

- a) Blade guards shall be kept in good condition and not removed or blocked by operating personnel.
- b) Blades shall be frequently inspected to detect cracks or other defects. Defective blades shall not be used. If they cannot be restored by repair or sharpening, they must be discarded.
- c) When selecting blades, use the correct blade for the job. Substitution of blades that are not right for the job is strictly prohibited.
- d) Saws shall not be jammed or crowded into the work surface. Green or wet material shall be cut slowly and with extra caution.
- e) When a portable saw is adaptable to bench top use, it shall be securely clamped down before using.
- f) When using table type or bench saws for ripping short stock, the hands shall not be used for pushing the stock. A pusher stick must be used.
- g) When changing blades, disconnect the saw from the power source to prevent accidental restarting.
- h) Approved personal protective equipment shall be used at all times when operating saws. Ballistic nylon chaps and other appropriate personal protection equipment shall be used when operating chain saws.

#### **5.15 Painting**

- a) Painting operations produce highly flammable mists and vapors that are easily ignited. For maximum safety, painting operations should be isolated

from all other activities. When isolation is impractical, painting operations shall be separated by fire resistant walls.

- b) Paint spray booths shall be constructed and maintained in accordance with the State Safety Code or WAC Code 296-155-170. Paint booths shall be kept clean and equipment stored in an orderly manner. Walls and floors of paint booths may be protected with papers to prevent accumulations of paint deposits. The paper shall be removed and destroyed when contaminated.
- c) Paints, paint thinner and solvents shall not be stored in paint booths. All flammable materials shall be stored in approved fire resistant cabinets. Clothing that is saturated with painting materials shall be worn only during painting operations and then removed and stored in well-ventilated metal cabinets.
- d) Forced-air ventilation shall be provided in all spray booths where painting is being accomplished. When forced-air ventilation is impracticable, such as for touch-up painting, operating personnel shall wear suitable respirators.
- e) All sources of ignition shall be removed from painting operations. Electrical equipment and fixtures used shall be explosion proof and effectively grounded. Mist and vapors produced by painting may be violently exploded by accidental ignition.
- f) Paints and solvents may contain toxic substances such as lead or benzol that are harmful if inhaled or ingested. Eating and drinking shall be prohibited around painting areas.
- g) Rags and other waste materials saturated with paint or solvents shall be disposed of in covered metal cans or approved safety cans and emptied daily.
- h) WAC and departmental policies shall be followed and personal protective equipment used for all listed above.

#### **5.16 Chemical Spraying**

- a) Chemical spraying programs, where applicable, will be formulated individually by each City department under the guidelines set by the WAC.
- b) All employees of each particular department will follow their department's chemical spraying program. Only employees properly certified and trained in chemical application will perform those tasks. Certification records shall be maintained by the Public Works Department.

#### **5.17 Stationary Equipment**

- a) Each department supervisor/foreman will be responsible for the training of employees on equipment used or worked on by them.
- b) Each department can write equipment policies so that proper operation, maintenance and training are consistent.

**5.18 Mobile Equipment**

- a) Every department supervisor/foreman will be responsible for the training of employees on any and all equipment used in their respective departments.
- b) Written policies are required for reference and training on the proper and safe operation of all equipment.

## Section VI

### Hazardous Communications

#### 6.01 Purpose

~~6.02—To ensure that all Employees are informed of the dangers of worksite chemicals prior to their use, The purpose of the Hazardous Communication Program detailed in Appendix A.10 has been established. is to ensure that the hazards of all chemicals imported or produced by chemical manufacturers or importers are evaluated and that information concerning their hazards is transmitted to affected employers and employees before they use products.~~

#### ~~6.03~~6.02 Procedure

- a) **Chemical** Inventory Lists – Know hazardous chemicals in your workplace that are a potential health or physical hazard. Make an inventory list of these chemicals. This list must be a part of your written program.
- b) MSDS – Make sure there is a Material Safety Data Sheet (MSDS) for each chemical and that the inventory list and labeling system reference the corresponding MSDS for each chemical.
- c) Labeling System – Each container entering the workplace must be properly labeled with the identity of the product, the hazardous warning and the name and address of the manufacturer.
- d) ~~All new employees are to receive training as per the Program prior to start of work. Training shall be documented as outlined in the Program. Documentation of training shall be maintained at the Department level. Information and Training—Determine appropriate ways in which to train and inform employees on the specific chemicals in your workplace and their hazards.~~
- e) ~~Written Program—Develop, implement and maintain a comprehensive written hazard communication program at the workplace that includes provisions for container labeling, material safety data sheets and employee training.~~
- f)e) Employees must be made aware of where hazardous chemicals are used in their work areas. They must be informed of the requirements of the Hazard Communication Standard, availability and location of the written program, the list of hazardous chemicals and material safety data sheets.

- g)f) The code specifically requires employers to train employees in the protective practices implemented in their work areas, the labeling system used, how to obtain and use MSDSs, physical and health hazards of the chemicals and recognition, avoidance and prevention of accidental entrance of hazardous chemicals into the work environment.

## Section VII

### Fall Protection/Rescue

#### **7.01 Where applicable, prepare a Fall Protection Work Plan per Appendix A.17**

##### **7.017.02 Fall Restraint (WAC 296-155-24510)**

- a) Guardrails – scaffolding or other work platforms with standard guardrails.
- b) Safety belts/harnesses – with lanyards attached to secure anchorage points.
- c) Refer to WAC for applications.

##### **7.027.03 Fall Arrest (WAC 296-45-25510)**

- a) When stopping or arresting a fall, personal fall arrest systems shall limit the maximum arresting force on an employee to 1800 pounds (8 kN) if used with a body harness.
- b) Personal fall arrest systems shall be rigged such that an employee can neither free fall more than 6 feet (1.8 m) nor contact any lower level.
- c) If vertical lifelines or droplines are used, not more than one employee may be attached to any one lifeline.
- d) Snaphooks may not be connected to loops made in webbing-type lanyards.
- e) Snaphooks may not be connected to each other.
- f) Refer to WAC 296-304-09021 for personal fall protection system requirements.

##### **7.037.04 Fall Hazards**

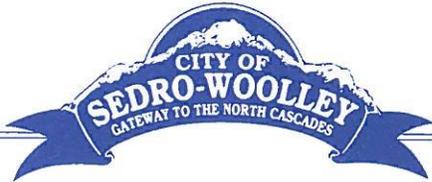
- a) List of those in work areas ten feet or more above ground, other work surface or water.
- b) See WAC 296-155-245 for specific safety codes.



APR 23 2014

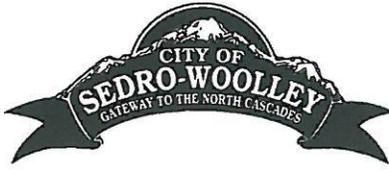
7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 4

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SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:



CITY COUNCIL AGENDA  
REGULAR MEETING

APR 23 2014

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

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

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## MEMO:

**To:** Sedro-Woolley City Council  
Mayor Anderson

**From:** John Coleman, AICP   
Planning Director

**Date:** April 23, 2014

**Subject:** 2013 Comprehensive Plan Docket (1<sup>st</sup> read)

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### ISSUES

1. Should the City Council adopt the proposed *Comprehensive Plan* amendments for 2013?
2. Should the City Council adopt the proposed *Sedro-Woolley Municipal Code* modifications to enact the 2013 *Comprehensive Plan* amendments?
3. Should the City Council adopt fees associated with the proposed modifications to the SWMC concerning accessory dwelling units?

### PROJECT DESCRIPTION / HISTORY

The City of Sedro-Woolley Comprehensive Plan is a guiding policy for how the city will manage and/or address issues associated with growth and development in Sedro-Woolley. The Comprehensive Plan may be updated only once per year, and all of the changes must be made at one time. The items included in this review cycle are collectively called the Docket.

Per the Washington State Growth Management Act (GMA), Sedro-Woolley is required to update the entire Comprehensive Plan by June of 2016. In order to meet this mandate, the City Council requested that the Planning Commission review and update the Housing Element as part of the 2013 Docket. While the Planning Commission was studying housing issues, the Council also requested that the Planning Commission review the potential benefits and negative impacts of allowing accessory dwelling units (ADUs) in the neighborhoods of Sedro-Woolley. The project was assigned file #CPA-1-14. The Planning Commission held three public meetings and one public hearing on ADUs and the Housing Element update. The attached Planning Commission *Findings of Fact and Recommendation (Findings)* includes the procedural history of the ADU discussion and the Housing Element update process.

After reviewing the potential impacts, comparing ordinances from other jurisdictions and hearing public testimony, the Planning Commission found that ADUs can be a beneficial housing option in Sedro-Woolley if regulated in such a way to address parking and density impacts. The Planning Commission drafted regulations to allow ADUs in the Residential 5 (R-5) and Residential 7 (R-7) zones. The recommended draft amendments would require changes to the zoning code (Title 17 SWMC) and the Consolidated Planning Procedures (Chapter 2.90 SWMC); those draft amendments are found in Attachment B of the Planning Commission *Findings*. Amendments to the Housing Element would also be necessary; the recommended changes to the Housing Element to

address ADUs, as well as several other updates to the Housing Element that are not related to ADUs, are included in Attachment A of the *Findings*.

The Planning Commission did not address permit fees or impact fees for ADUs. If the City Council chooses to adopt a system to allow ADUs, then the Council will need to set fees for ADU permits and determine if ADUs shall pay impact fees, sewer connection fees and/or separate monthly utility bills (sewer, garbage and stormwater). Staff will produce a separate resolution and/ordinance addressing fees based on the Council's discussion at today's meeting.

## **EXHIBITS**

Planning Commission's *Findings of Fact, Conclusions and Recommendations* including draft updates to Housing Element (Attachment A of *Findings*) and Draft development regulations to allow ADUs (Attachment B of *Findings*)

## **CITY COUNCIL ACTION OPTIONS**

The City Council may decide whether the proposed amendments should be approved, approved with modifications, or rejected. Specifically, the Council may:

1. Adopt an ordinance that includes the amendments to the Municipal Code as recommended by the Planning Commission; AND adopt an ordinance that includes amendments to the Comprehensive Plan as recommended by the Planning Commission; AND adopt a resolution amending the fee schedule to include fees for accessory dwelling units.
2. Refer the documents back to the Planning Commission for further review and modification of their recommendation.
3. Adopt the ordinance and resolution with additional changes made by the City Council.
4. Reject the proposed changes.

## **RECOMMENDATION**

No action requested at this time (1<sup>st</sup> read).

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

**File #s – Requested by:**

**CPA-1-13 – City Sponsored**

**2013 COMPREHENSIVE PLAN  
AMENDMENT REQUESTS  
– 2013 DOCKET –**

**PLANNING COMMISSION  
FINDINGS OF FACT,  
CONCLUSIONS AND  
RECOMMENDATION**

**Description of proposed amendments to the Comprehensive Plan & Land-Use Map**

Per the Growth Management Act (Chapter 36.70A RCW), changes to the Sedro-Woolley Comprehensive Plan may be considered no more than once per year. Amendments may be suggested by citizens, staff or elected officials. All proposed amendments to the Comprehensive Plan must be considered at one time. The list of proposed amendments is termed the “Docket.” One proposal for Comprehensive Plan, Zoning/Land Use Maps and development regulation changes were requested for inclusion on the 2013 Comprehensive Plan Docket; all proposed by the City of Sedro-Woolley. The proposal was docketed and reviewed by the Planning Commission in accordance with Growth Management Act and Chapters 2.88 and 2.90 of the Sedro-Woolley Municipal Code (SWMC). The three items on the 2013 Docket are described below.

**CPA-1-13 – Housing Element Update and Associated Zoning Code Amendments**

The Planning Commission completed a review of the Housing Element of the Comprehensive Plan during the 2013 Docket cycle and has recommended updates to the Element. The updates recommended by the Planning Commission will require amendments to the Housing Element of the Comprehensive Plan and amendments to the zoning code. The Sedro-Woolley Planning Department (Planning) requested that the Housing Element of the Sedro-Woolley Comprehensive Plan be updated in anticipation of the required 2016 deadline to update each of the elements of the Comprehensive Plan.

As part of the Housing Element update, the City Council requested that the Planning Commissions study and recommend amendments to the Comprehensive Plan and development regulations that would allow accessory dwelling units (ADUs) in the city. The City Council will review the recommendations to determine a system to allow ADUs is in the best interest of the residents of Sedro-Woolley. Along with the updates to the Housing Element, the Planning Commission recommended amendments to the zoning code that would create rules to allow and regulate ADUs in the Residential 5 (R-5) and Residential 7 (R-7) zoning designations.

## Planning Commission Finding of Fact

### Conformance with Growth Management Act

1. Per the GMA, the Sedro-Woolley Comprehensive Plan must be updated by June 30, 2016. Individual elements of the Plan may be adopted prior to the 2016 deadline.
2. On December 26, 2012 and January 9, 2013, the City of Sedro-Woolley advertised in the Skagit Valley Herald that the deadline for accepting applications and proposals for Land Use Plan and Zoning Map Amendments or text amendments to the City's development regulations will be January 21, 2013.
3. No requests for Land Use Map, Zoning Map or Comprehensive Plan amendments were received from the public at-large.
4. On February 6, 2013 the City Council reviewed two proposed items for inclusion on the 2013 Comprehensive Plan Docket. Both items were city-sponsored. The City Council placed one item, the Housing Element Update, on the 2013 Docket. The City Council directed the Planning Commission to study the positive and negative impacts of Accessory Dwelling Units (ADUs) as part of the Housing Element update. Council also directed the Planning Department to leave the Comprehensive Plan application period open until June for zoning map amendments (No zoning map amendments were received). The Council directed the Planning Commission to hold public hearings on the Docket items and recommend amendments for the Council to consider.
5. Per RCW 36.70A.106, notice of the proposed zoning and Comprehensive Plan amendments were sent to the Washington State Department of Commerce for 60-day review on December 19, 2013. The review period expired February 17, 2014 and no Department of Commerce comments were received.
6. A SEPA DNS for the 2013 Docket was issued on January 23, 2014.

### CPA-1-13 – Update of the Housing Element of the Comprehensive Plan

7. At its February 6, 2013 worksession, the City Council placed the update of the Housing Element on the 2013 Docket. The Council directed staff and the Planning Commission to examine the potential impacts of ADUs and, if appropriate, propose amendments to the Housing Element and development regulations to allow ADUs.
8. On July 6, 2013, in compliance with Chapters 17.60 and 2.90 SWMC, notice of a July 16, 2013 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. No public comments on the proposed amendments to the Housing Element of the Comprehensive Plan were received in advance of the hearing.
9. On July 16, 2013 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. A staff report dated July 16, 2013 was submitted to and reviewed by the Planning Commission prior to the public hearing. The report included ADU ordinances from two local communities that allow ADUs. The staff report was also available to the public ahead of the hearing date. At the hearing, staff reviewed the existing Housing Element and made a recommendation that the Planning Commission review the existing element, hold public meetings to receive public input

- and propose amendments for the City Council to consider later in the year. One member of the public spoke at the hearing. He spoke in favor of an ADU approval system.
10. The Planning Commission discussed the possible impacts of ADUs on the neighboring residential areas and the positive impacts on housing affordability. The Planning Commission concluded that ADUs can be an asset to the community if they are regulated in such a manner as to mitigate any potential negative impacts. With comprehensive development regulations in place to address the negative impacts, ADUs can benefit the city and not have an adverse effect on neighbors.
  11. The Planning Commission did not discuss any associated fees or permit prices as part of their discussion. The City Council is better suited to address that issue.
  12. At the October 15, 2013 Planning Commission meeting, the Planning Commission discussed further possible amendments to the Element. In the staff memo for this meeting included ADU ordinances from two other communities that allow ADUs. One member of the public made written and oral comments.
  13. The Planning Commission continued review of CPA-2-10 at its November 19, 2013 meeting. Staff provided draft amendments to the Comprehensive Plan Element and the development regulations that reflected recommendations of the Planning Commission. The draft updates included amendments to allow ADUs in the Residential 5 and Residential 7 zones. One member of the public spoke on the Housing Element update at the meeting.
  14. The Planning Commission held one final meeting on the Housing Element update and ADU rules on December 17, 2013; staff submitted revised draft amendments in a memo in advance of that meeting. That memo was available for public review ahead of the December 17 meeting.
  15. The Planning Commission concluded its discussion of CPA-1-13 and made a motion to recommend approval of the proposed changes to the Housing Element of the Comprehensive Plan and amendments to Title 17 SWMC – Zoning and Chapter 2.90 SWMC – Consolidated Planning Procedures, to create a system to allow ADUs under certain conditions.
  16. Specific proposed amendments to the Sedro-Woolley Municipal Code include:
    - A. A new chapter in Title 17 – Zoning to address ADUs;
    - B. A definition for ADU is proposed to be added to 17.04.030 SWMC;
    - C. Use Restrictions in the R-5 zone (SWMC 17.08.010) are proposed to be amended to include ADUs as an allowed use;
    - D. Use Restrictions in the R-7 zone (SWMC 17.12.010) are proposed to be amended to include ADUs as an allowed use; and
    - E. SWMC 2.90.070.G is proposed to be amended to define attached ADUs as a Type I permit type and define detached ADUs as a Type II permit.
  17. The motion to amend the Housing Element of the Sedro-Woolley Comprehensive Plan and the SWMC to allow ADUs carried 5-0. The Planning Commission's recommended amendments to the Housing Element of the Comprehensive Plan are shown in Attachment A and the recommended amendments to the development regulations are shown in Attachment B of these Findings.

**Planning Commission Recommendations**

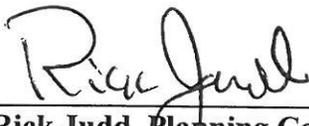
**CPA-1-13 – Update of the Housing Element of the Comprehensive Plan**

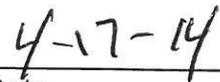
Based on the findings of fact and testimonies received by the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Housing Element of the Comprehensive Plan as shown in Attachment A and the amendments to the zoning code as shown in Attachment B.

**ATTACHMENTS**

- Attachment A – Recommended amendments to the Housing Element of the Sedro-Woolley Comprehensive Plan.
- Attachment B – Recommended amendments to Title 17 SWMC – Zoning.

**CERTIFICATION**

  
\_\_\_\_\_  
**Rick Judd, Planning Commission Chairman**

  
\_\_\_\_\_  
**Date**

**Attachment A**  
**To Finding of Fact & Recommendation**

**Chapter 5**

**HOUSING ELEMENT**

- 5.04 Housing Under the Growth Management Act**
- 5.08 Inventory and Analysis of Housing in Sedro-Woolley and the Urban Growth Area**
- 5.12 Inventory of Lands**
- 5.16 Optional and Affordable Housing**
- 5.20 Goals, Policies and Actions**

## 5.04

### HOUSING UNDER THE GROWTH MANAGEMENT ACT

For all cities which fall under the requirements of the Growth Management Act (GMA), the provision of adequate and safe housing is one of the thirteen major goals. The housing goal of the GMA is stated as follows:

Housing: Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities, and housing types, and encourage preservation of existing housing stock.

The housing element must address the current and projected housing needs of resident households with a full range of incomes. Specifically, the requirements of the housing element are as follows:

The housing element recognizes the vitality and character of established residential neighborhoods that: (a) includes an inventory and analysis of existing and projected housing needs; (b) includes a statement of goals, policies and objectives for the preservation, improvement, and development of housing; (c) identifies sufficient land for housing, including, but not limited to, government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, and group homes and foster care facilities; and (d) makes adequate provisions for existing and projected needs of all economic segments of the community.

In addition, the GMA requires the cities within a county to jointly develop county-wide housing policies which consider the county-wide need for housing affordable to all economic segments of the population and how the housing will be distributed.

This housing element for the city of Sedro-Woolley will present a discussion of the GMA requirements and the innovative ways in which Sedro-Woolley will accomplish its housing tasks in a manner complimentary to the overall comprehensive plan. As set forth, this element will demonstrate Sedro-Woolley's commitment to all types of housing over a broad economic strata, but most especially to affordable housing.

First, an inventory and analysis of existing and projected housing will be presented. Second, a summary of an inventory of sufficient land for housing, including but not limited to government-assisted housing, multi-family housing, group homes and foster care facilities will be presented, which includes adequate provision for existing and projected needs of all economic segments of the community. Third, a discussion will be presented as to how Sedro-Woolley's land use classifications and zoning will create the opportunity for the development of a variety of housing types for residents of various economic strata. Finally, a statement of the city's goals, policies and objectives for the preservation, improvement, and development of housing will be documented.

(Ord. 1524-05 (Exh. E)(part))

## INVENTORY AND ANALYSIS OF HOUSING IN SEDRO-WOOLLEY AND THE URBAN GROWTH AREA

Statewide Housing Market Study/Housing Needs Analysis prepared for the Washington State Housing Finance Commission by the Washington Center for Real Estate Research, Washington State University dated March 9, 2001.

In 1999, the city of Sedro-Woolley Housing Needs Assessment Report was conducted. That assessment has been summarized in this subsection and the data has been updated for the 2016 Comprehensive Plan update. The following is a summary of summarized the results of a comprehensive review of demographic, housing, economic, and land use data for the city of Sedro-Woolley. The assessment was intended to be a tool to help local officials, planners and citizens formulate policies and appropriate local approaches to address the housing goals of the GMA, including “making adequate provisions for the existing and projected needs of all economic segments of the community.”

### POPULATION AND HOUSING CHARACTERISTICS

#### Population Demographics

The size and composition of the population is an important factor in the determinant of housing demand. The size of the housing units needed, location design desired and required by residents, and population rate of increase all influence what the housing market should supply.

According to the 2000-2010 Census data, the population of Skagit County increased from seventy-nine thousand five hundred fifty-five (79,555) 102,979 persons in 1990 to one hundred two thousand nine hundred seventy-nine (102,979) 111,901 persons in 2000-2010, an increase of twenty-nine (29) 13.52 per-

cent. The 2005 April 1, 2013 Washington State Office of Financial Management (OFM) figures shows the county population at one hundred thirteen thousand one hundred thirty-six (113,136) 118,600, representing an increase of ten (10) 15.17 percent since 2000. The 2000-2010 Census showed that the population of Sedro-Woolley increased from 8,658 six thousand three hundred thirty-three (6,333) persons to eight thousand six hundred fifty-eight (8,658) 10,540 persons, an increase of thirty-seven (37) 21.74 percent from 1990 to 2000 to 2010. The 2005 April 1, 2013 OFM update shows this figure as nine thousand four hundred fifty (9,450) 10,610. This represents an increase in population of 22.55 percent nine percent in comparison to from 2000 to 2013.

The 2000-2010 Census figures indicate Sedro-Woolley has eight-nine percent of the population distribution of Skagit County by jurisdiction (both cities and unincorporated area). This is up from 8 percent in 2000. OFM future projections show in 2005, based on OFM projections, Skagit County adopted a projected population growth figure of 149,080 with a population one hundred sixty-four thousand seven hundred ninety-seven (164,797) by the year 2025. Of this figure, Skagit County has designated an additional population of five thousand two hundred sixty (5,260) 5,260 to the Sedro-Woolley UGA over a period of twenty (20) years for a total population of approximately fifteen thousand (15,000) residents (in the existing city limits and presently unincorporated Urban Growth Area).

The According to the 2010 census, the average household size in in Sedro-Woolley is 2.59 persons per household; slightly more than the Skagit County is rate of 2.6 2.53 persons per household. The largest age group in Skagit County is between twenty-five (25) and forty-four (44) 50 to 54 years of age. The 2000-2010 census ranks Skagit County as eleventh (11th) out of thirty-nine (39) 39 Washington counties in total population. With a total population of 10,610 in 2010, Sedro-Woolley is ranked one hundred fourteenth (114th) 77th out of five hundred twenty two (522) 281 Washington cities with a total population

of eight thousand six hundred fifty eight (8,658) in 2000.

### Housing Stock

In 2000, there were forty two thousand six hundred eighty one (42,681) 42,681 housing units in Skagit County, comprised of thirty thousand seven hundred thirty one (30,731) 30,731 single-family units, five thousand six hundred fifty five (5,655) 5,655 multi-family units and five thousand twenty-two (5,022) 5,022 mobile home units. In 2010 there were 51,473 total housing units in Skagit County; 37,115 single family units, 7,913 multi-family units and 6,445 mobile homes. Between 1990 to and 2000, eleven thousand four (11,004) 11,004 new housing units were constructed in Skagit County. Another 8,792 units were constructed in Skagit County between 2000 and 2010.

1,033 new units were constructed in Sedro-Woolley between 2000 and 2010. As of 2000, there were three thousand two hundred seventy (3,270) 3,270 residential units in Sedro-Woolley, of which two thousand two hundred fifty seven (2,257) 2,257 units were single-family, six hundred sixty (660) 660 were multi-family and three hundred fifty three (353) 353 were mobile home units. In 2010 there were 4,303 total housing units; 2,874 single family units, 1,025 multi-family units and 404 mobile homes.

Per the 2010 Census, Sedro-Woolley has 8.35 percent of the total housing stock in Skagit County. As a percentage of the various types of housing units in the county, Sedro-Woolley has seven-7.74 percent of the single-family units, twelve (12) 12.95 percent of

the multi-family units and seven-6.23 percent of the mobile home units.

### Housing Quality

In The 1999 Housing Needs Assessment Report found that in six of the eight Skagit County cities, ten (10) percent or more of the single family housing stock were ranked as low quality construction or below, with two hundred eighty six (286) 286 (or thirteen (13) 13 percent) of Sedro-Woolley's housing ranked in this category. Of the remainder of the single-family residential units, under the category of construction quality, nine hundred sixty five (965) 965 (forty six (46) 46 percent) of the units were ranked fair, eight hundred fourteen (814) 814 (thirty-eight (38) 38 percent) of the units were ranked average, and fifty four (54) 54 (three percent of the units were ranked good, very good, special or excellent. Within Sedro-Woolley, sixty eight (68) 68 percent of the housing units were built prior to 1980.

The adequacy of housing can also be gauged by types of facilities in residential units and the extent of overcrowding. Between 1980 and 1990, Skagit County experienced a decline in the number of units which lacked complete plumbing facilities, from six hundred fifty-seven (657) units to six hundred ten (610) units. Overcrowded units, defined as more than one person per room, has increased, however, by thirty-nine (39) percent from seven hundred twenty-three (723) units to one thousand four (1,004) units. Current data is not available for this metric. Overcrowding increases when households are having difficulty affording or finding housing.

### Types of Housing Units in Sedro-Woolley

	Total	1 Unit	2 + Units	3+4 Unit	5+ Units	Mh/Tr	Special
1990	2,530	2,019	89 384	64	231	104	23
1991	71 3,270	31 2,257	6 660	0	34	0 353	
2000							

	<b>Total</b>	<b>1 Unit</b>	<b>2 + Units</b>	<b>3 + 4 Unit</b>	<b>5+ Units</b>	<b>Mh/Tr</b>	<b>Special</b>
1992 2010	39 4,303	35 2,874	1,025	0	0	0 404	
1993	148	39	2	1	106	92	
1994	60	46	4	4	6	100	
1995	91	19	22	12	0	38	
2000	3,270	2,257	147	127	386	353	0

## OCCUPANT CHARACTERISTICS

### Ownership Characteristics

According to the 2000 Census, there were approximately one thousand five hundred eighty four (1,584) owner-occupied units in Sedro-Woolley with a median value of one hundred twenty three thousand four hundred dollars (\$123,400.00). According to the US Census's 2007-2011 American Community Survey 5-Year Estimates, there were 2,566 owner-occupied units in Sedro-Woolley. The median value of those units was \$219,800.

Information from the Economic Development Association of Skagit County shows the number of homes sold in 2004, the average price, and the number of days the homes were listed for sale. Homes in Sedro-Woolley were the fastest selling homes and sold for, on average, ~~seventy-nine (79)~~ 79 percent of the overall Skagit County average home price. 2013 housing sales data and rental data were not accessible.

### 2004 Housing Sales Data – Skagit County (data from EDASC)

<b>Area</b>	<b>Houses &amp; Condos Sold</b>	<b>Average Price</b>	<b>Days on Market</b>
Anacortes	535	\$320,806	88
Burlington	284	\$218,558	74
Concrete & East	78	\$140,482	112
La Conner	105	\$304,811	91
Lyman/Hamilton	14	\$171,596	112
Mount Vernon	718	\$215,272	86
Sedro-Woolley	410	\$174,085	69
Total Sales	2,144	\$220,080	90

According to the 2000–2010 Census, the total number of occupied housing units was ~~three thousand two hundred five (3,205)~~ 3,995 which is approximately ~~ninety six (96)~~ 92.8 percent of the total number of housing units. Of those, ~~one thousand nine hundred twenty eight (1,928)~~ units were owner-occupied (approximately ~~sixty (60)~~ percent), and ~~one thousand two hundred seventy seven (1,277)~~ were renter-occupied (approximately ~~forty (40)~~ percent).

### Rental Unit Characteristics

According to information available from the Economic Development Association of Skagit County, the typical price range for rental property in Skagit County is as follows:

### 2004 Average Housing Rentals

0-1 Bedroom	\$400.00-600.00
2 Bedroom	\$600.00-850.00
3 Bedroom	\$850.00-1100.00
4+ Bedroom	\$900.00-1200.00

### 2004 Average Apartment Rental

0-Studio	\$350.00-500.00
1 Bedroom	\$450.00-600.00
2 Bedroom	\$600.00-800.00
3 Bedroom	\$750.00-1200.00

Sedro-Woolley rents are usually lower than Mount Vernon and Burlington, but are catching up because of increased consumer desire to live in the Sedro-Woolley area. Some single family rentals are changing to owner-occupied units.

Subsidized rental housing is provided through permanent housing complexes which are either privately or publicly-owned and through the Section 8 Certificate/Voucher Program. Future funding for such housing appears limited with funding for new projects favoring other counties. Under the classification of publicly-owned housing, Sedro-Woolley has one of three public housing authorities in Skagit County.

Households with incomes below fifty (50) percent of the county median income are eligible for certificates and/or vouchers to subsidize the cost of renting privately-owned units. The majority of households on the list are families, followed by disabled households and elderly households. Statistically, elderly households are better served by subsidized housing than families, which are the least well served.

### **Special Needs Populations**

The special housing needs of the homeless, persons with disabilities, victims of domestic violence,

youth, the aged and farmworkers has increased within Skagit County. In early 1997, a forty-two (42) room special needs facility opened within the city. It is anticipated that Sedro-Woolley will absorb a percentage of these special needs populations, however, more likely, these populations will tend to locate in higher population areas with better transportation capabilities or closer to the larger farms (in the case of farmworkers). Sedro-Woolley can, however, make itself more amenable to the special needs populations through the development of regulations which encourage the use of special needs projects, group homes, accessory housing and in the encouragement of developer participation in the construction of units which meet the requirements of the Americans with Disabilities Act.

### **HOUSEHOLD INCOME**

#### **Household Income**

~~According to the US Census's 2007-2011 American Community Survey 5-Year Estimates, the median household income was \$52,228 in Sedro-Woolley and \$55,555 in Skagit County. In 1999, the median household income in Skagit County was forty two thousand three hundred eighty one dollars (\$42,381.00). Within Skagit County, two thousand one hundred sixty one (2,161) 12.0 percent of families are classified as below the poverty level. The same figure for Sedro-Woolley is 10.1 percent. There are over six thousand (6,000) households earning less than fifty (50) percent of the household median income (twenty one thousand one hundred ninety dollars (\$21,190.00)). Households earning less than the median income usually have more difficulty affording and sustaining housing and may live in housing which is in poor or overerowed conditions. In Sedro-Woolley, approximately fifteen (15) percent of the households had incomes below fifty (50) percent of the median income.~~

#### **Economic Trends**

~~According to the Annual Demographic Information, 1991, published by the Washington State Employment Security Department, Skagit County~~

was hit hard by the 1980-82 recession, expanded moderately in the mid-80's, and then experienced a boom at the end of the decade.

—During the decade, total manufacturing employment increased by twenty (20) percent, but with different results depending on the industry. While seafood processing, transportation equipment, printing and miscellaneous manufacturing were net job creators—lumber, wood products and machinery suffered employment declines. Non-manufacturing employment grew by fifty (50) percent. Likewise, the retail sector also grew. Finally, the service sector was another major generator of jobs, particularly in the areas of social services, lodging and business and professional services.

—Skagit County is classified as a distressed county because its unemployment rate has experienced a three-year average unemployment rate that is twenty-nine (29) percent above the state's average rate. However, the state's prognosis for Skagit County prospects is good. This attractiveness stems from its location on the Interstate and its proximity to the rapidly growing Seattle-Everett area, and should continue to be attractive to commuters and new investment alike.

### **Relationship of Types of Employment to Housing Costs**

As the data will indicate, a large number of Skagit County residents already experience an affordability problem. A question related to projections of future housing affordability is whether the type of job growth is going to contribute to higher incomes and improved housing affordability or lower incomes and lower affordability. If employment trends hold steady, much of the job growth will occur in service sector and in food service occupations which generally have lower paying jobs. Many of these households will not be able to afford home ownership or market rate rental housing.

## **HOUSING AFFORDABILITY**

### **Housing Cost as a Percentage of Income**

According to the US Census's 2007-2011 American Community Survey 5-Year Estimates, 43.5 percent of property owners with a mortgage (estimated 755 households) in Sedro-Woolley paid more than 30 percent of their income on housing. In Skagit County 46.8 percent of property owners with a mortgage (estimated 9,800 households) paid more than 30 percent of their income on housing. Within Skagit County, four thousand seven hundred seventy three (4,773) or 41.6 percent of all renters, paid more than thirty (30) percent of their income for gross rent (including utilities).

—Within Sedro-Woolley, 39.939.1 percent of all renters paid more than thirty (30)30 percent of their incomes for gross rent (estimated 571 households). Within Skagit County, 51.0 percent of renters paid more than 30 percent of their incomes for gross rent (estimated 6,812 households). Data identifying the number of households earning less than eighty (80) percent of the median income and paying more than thirty (30) percent of income for household costs has not yet been identified, however, it can be presumed that many household paying more than thirty (30) percent of their income for housing are likely to be identified as households in need of housing assistance.

In Skagit County, resources are available to assist first-time homebuyers with home purchase and to assist existing homeowners with the cost of weatherization and home repair. Funding for all three types of assistance is severely limited and demand is high. The Rural Development Administration (RDA), formerly FmHA, US Department of Agriculture Rural Development provides loan and grant assistance to income eligible households.

### **Single-Family Market**

Regarding new construction of single family housing, developers are currently building for two housing markets—the “starter”/”step-up” buyers and the “custom” buyer. Sedro-Woolley is one of the most affordable markets for “starter” homes. These homes

are marketed to families already owning a home and looking to transfer their equity to a new home and to step up in the market place. The home is also marketed to "commuter" households.

### **Multi-family Market**

There are no significant multi-family development opportunities in East Skagit County due to the lack of infrastructure, especially sewer. Historically, the strongest markets for such housing are in Mount Vernon and Burlington. Land costs for multi-family development vary throughout the county, with the price of the land dependent on the availability of services, zoning, existing permits and the cost of the impact fees. If sufficient land is available and developable, and if financing is available at acceptable terms, existing private developers have the capacity to provide market-rate rental and ownership development in amounts sufficient to meet expected demand.

## **SUMMARY OF THE ANALYSIS AND INVENTORY**

The analysis and inventory performed in the Skagit County Housing Needs Assessment illustrates that while the housing needs and availability, especially those of affordable housing, may not be as critical as other areas of the county, housing concerns still exist within the Sedro-Woolley urban growth area.

The ability to address these needs is vital to the social and economic vitality of the community. Shortages in the amount of housing may cause a potential employer not to locate to the community. Shortages of quality, affordable housing causes distress to the individual and ultimately to the community.

### **Number of Units**

—While the availability of single family units has improved, the availability of multi family housing and rentals is still rather tight. The response from developers has been the construction of a steady stream of new single family units and multi family

units (in the form of duplexes). The time period for the occupancy of the duplex units after construction is short. There is some unit availability in older single family housing. The potential exists for the development of more multi family rental units in the near future, however, overall, the interest in that type of housing by developers seems to be limited.

### **Quality of Housing**

—While quality is sufficient for newly constructed units, the data indicates that the majority of the older housing units occupied by both owners and renters are in fair or low quality condition. With sixty six (66) percent of the housing units being constructed before 1970, a need exists for the provision of owner-occupied or renter-occupied housing assistance for the upgrade of residential units.

5.12

INVENTORY OF LANDS

The projected population of Sedro-Woolley inside the city limits and within the UGA by the year 2025 is fifteen thousand (15,000).

~~Acres available within the residentially zoned areas are as follows~~ There are roughly 1,995 acres of residentially zoned land (not excluding right-of-ways) in the city and its urban growth area. The approximate acreage in each of the three residential zones – Residential 15 (R15), Residential 7 (R7) and Residential 5 (R5) – is as follows:

R15	R7	R5
9590	859745	1,2051,160

The following densities are allowed in these zones:

R5: ~~maximum~~-minimum lot size of 8,400 square feet – roughly 5 dwelling units per acre

R7: ~~maximum~~-minimum lot size of 6,000 square feet for single family residences, 9,000 square feet for duplexes – roughly 7 dwelling units per acre

R15: maximum 15 dwelling units per acre

~~Group homes and foster care facilities are allowed in the multi-family zones as a permitted use and as a conditional use in the single-family residential zones.~~

~~The planning commission and city council are considering allowing accessory dwelling units in the single-family zones on lots which meet certain minimum standards. Accessory dwellings units can provide infill development in existing neighborhoods and can help off-set homeowner costs.~~

Accessory dwelling units can accommodate infill development in existing neighborhoods and can help homeowners off-set the costs of property-ownership. ADUs are allowed in the Residential 5 and Residential 7 zoning designations on lots which meet certain minimum standards.

Sufficient acreage has been set aside for residential development even with the discounting of developed property and minus infrastructure and critical area allowances. The city should continue to update the land use data in order to more accurately track and record land availability data for housing development. This data ~~will~~ should be incorporated into the comprehensive plan during annual amendments.

(Ord. 1524-05 (Exh. E)(part))

## OPTIONAL AND AFFORDABLE HOUSING

Through its housing element goals and policies, the city of Sedro-Woolley hopes to address both the provision of optional housing and affordable housing. Optional housing allows for a wide variety of housing types which are ~~appealable-affordable~~ to individuals in the community. Affordable housing is housing that is affordable to individuals in all economic sectors of the community.

### Optional Housing

The housing element recognizes that different households prefer various types of housing. While the majority of property owners prefer direct ownership of a single-family dwelling on a parcel of property, some households prefer housing which requires little upkeep or maintenance. In addition, some households prefer, or ~~through due to~~ economic necessity, must rent a dwelling unit as opposed to outright ownership. Therefore, the Sedro-Woolley housing element encourages the following housing policies:

1. Parcels of property which support single-family homes (permitted uses in the R5, ~~and R7 and R15~~ zones, conditional uses in other zones).
2. Zoning which supports development for townhouses and condominiums.
3. Zoning which allows for the conversion of second floors in the CBD zone into residential dwellings.
4. Zoning which allows for a variety of multi-family housing which can be blended into the community (duplex units as a permitted use in the R7 zone on lots over nine thousand (9,000) square feet, accessory dwelling units (ADUs), planned residential developments, mixed commercial zoning which allows limited residential development, and live/work units in the industrial zone).

### Affordable Housing

As indicated earlier in the housing element, the provision of affordable housing across all of the economic sectors may be difficult especially for the lower income economic sectors of the population. Therefore, the Sedro-Woolley housing element encourages the following housing practices:

1. Lot sizes which support various types of single-family housing (minimum six thousand (6,000) square foot lots in the R7 zone, minimum eight thousand four hundred (8,400) square foot lots in the R5 zone.
2. Zoning which allows for a variety of multi-family housing (duplex units as a permitted use in the R7 zone on lots over nine thousand (9,000) square feet.
3. Work to achieve the city's fair share of affordable low-income housing within Skagit County.
4. Support of programs which provide low-income and special needs housing.
5. Support of programs which encourage rental and owner rehabilitation and weatherization of existing dwelling units.
6. On-going reevaluation of development regulations and impact fee alternatives which support the construction of affordable housing.
7. Zoning which allows for accessory dwelling units.

(Ord. 1524-05 (Exh. E)(part))

## GOALS, POLICIES AND ACTIONS

The goals, policies, and strategies of this housing element describe how Sedro-Woolley proposes to address the identified needs for future housing development. These goals, policies and strategies articulate the city's priorities for allocation of resources, production of specific housing types, housing affordability, and the preservation of existing housing stock.

### **Goal H1: To provide sound, adequate housing for all current and future Sedro-Woolley residents.**

Policy H1.1: Install supporting infrastructure in areas of higher density housing as a public, private, or public/private driven effort.

Policy H1.2: Secure federal and/or state funds to provide housing to special needs populations. (Including, but not limited to: disabled, low-income, homeless.)

Policy H1.3: Protect historically significant housing sites and structures.

Policy H1.4: Establish joint home conservation programs and campaigns with Puget Power. Provide support for weatherization and home repair programs.

Policy H1.5: Work to develop an incentive-based city-wide home improvement program.

Policy H1.6: Encourage sustainable housing practices to provide energy efficiency and environmentally responsive design.

### **Goal H2: To provide affordable housing for all current and future Sedro-Woolley residents.**

Policy H2.1: Encourage affordable housing for the elderly. As an alternative, the elderly should be ac-

commodated in safe, well-maintained multiple-unit structures.

Policy H2.2: Encourage affordable housing for those with special needs. (Including, but not limited to: disabled, low-income, homeless).

Policy H2.3: Encourage affordable housing for all household types, including seasonal workers, single parents, extended families, and group homes.

Policy H2.4: Encourage affordable housing types, such as accessory dwelling units and revitalization of unused residential spaces above the retail buildings in the historic downtown area.

Policy H2.45: Together with appropriate agencies, encourage the development of housing for low-income and first-time homebuyers. Encourage public, private and non-profit associations efforts (i.e. Habitat for Humanity, Self-Help Housing) within the low- and moderate-income housing market.

Policy H2.56: Evaluate local development regulations for effects on housing costs. Change development regulations that unnecessarily add to housing costs.

Policy H2.67: Maintain easy access to the permitting process.

Policy H2.78: Strive to have constructed the city's fair share of affordable housing.

### **Goal H3: To benefit social welfare well-being and health through housing design.**

Policy H3.1: Require usable outdoor recreation space as part of all residential developments.

Policy H3.2: Require semi-public indoor space accessible to community groups as part of multi-family residential developments.

Policy H3.3: Coordinate common recreation space consistent with surrounding residential density. Over-allocate common recreation space in densely populated areas.

Policy H3.4: Coordinate common areas of linked open space between multi-family developments. Maintain these spaces through a public-private partnership.

Policy H3.5: Require clearly mark access for fire protection, parking, and solid waste collection. Use a universal design for these markings.

Policy H3.6: Encourage “cluster” single-family residential development within the R7 and R5 land use designations. Cluster developments are characterized by areas of common open space shared and maintained by residents of the development.

Policy H3.7: Allow planned ~~unit~~-residential developments (~~PUD~~’s/~~PRD~~’s) within the R7 and R5 land use designation as a conditional use. ~~PUD-PRD~~ developments are characterized by a variety of housing products and provide indoor and outdoor common space for residents.

Policy H3.8: Work to develop multi-family and single-family residential design recommendations based on a participatory design process with community residents.

Policy H3.9: Encourage the development of housing which meets certification standards such as Leadership in Energy and Environmental Design (LEED) or Green Builders Association.

Policy H3.10: Encourage the use of sustainable, alternative housing designs within the city.

Policy H3.11: Promote and encourage community gardens in residential developments.

Policy H3.12: Prioritize the development of new community garden sites in low-income and underserved neighborhoods.

**Goal H4: To conserve the social characteristics of existing residential development and maintain a natural balance with the environment.**

Policy H4.1: Develop a mix of multi-family residential units and single-family units throughout the community.

Policy H4.2: Encourage retail-compatible mixed uses (including residences) on the second floor in the central business district.

Policy H4.3: Encourage the development of residential structures that respect existing view of the natural features, and the right of everyone to enjoy them.

Policy H4.4: Explore the adoption of a city-wide incentive program for residential maintenance.

Policy H4.5: Require that developed and designed residential structures comply with the critical areas ordinances such as wetlands, frequently flooded areas, drainage, steep slopes, aquifer recharge areas, migratory routes and natural wildlife habitat.

**Goal H5: To create and approve processes that allow for bold innovation and diversity.**

Policy H5.1: Explore a design review process in the residential land use designations.

Policy H5.2: Allow permits for home businesses that have little impact on surrounding developments.

Policy H5.3: Create non-discriminatory zoning regulations for group homes, consistent with the Federal Fair Housing Act.

Policy H5.4: Establish standards for factory-built homes within single-family land use areas, consistent

with WAC 296-150B. (Design standards and inspection procedures for mobile homes.)

Policy H5.5: Encourage the development of diverse housing for a variety of families throughout the community.

### Objectives

As part of the ongoing process to update the comprehensive plan, the city will conduct an Affordable Housing Assessment to thoroughly evaluate the affordability of housing in the city.

— To promote a wide variety of residential densities and housing types to create an adequate choice of attractive living accommodations for persons desiring to reside in Sedro-Woolley.

— To promote fair and equal access to housing for all persons regardless of race, color, religion, gender, sexual orientation, age, national origin, family status, source of income, or disability.

— To promote strong residential neighborhoods through public investments in physical improvements intended to enhance neighborhood identity and through public policy decisions intended to protect and preserve existing neighborhoods.

— To encourage the availability of affordable housing to all economic segments of the population of the city.

— To encourage the maintenance and creation of healthy residential neighborhoods as well as the revitalization of those that are declining.

— Encourage small-scale multifamily (four units or less) within existing single family neighborhoods. Such structures should be designed to compliment existing neighborhoods.

— Encourage a high level of design and architectural amenities in all housing designs.

— Provide for a range of densities to ensure maximum choice in housing options for persons desiring to live in Sedro-Woolley.

— Promote single-family and multiple-family housing design, including subdivision, site and building design, which enhances the community image and ensures compatibility with surrounding development.

— Promote residential development in commercial areas where combining such uses would promote the vitality and economic viability of the area.

— Promote the development of live/work units in industrial areas where such uses would act as a transition with single-family uses and where the degree of industrial activity will not significantly impact the residents.

— Schedule regular infrastructure maintenance in residential areas to preserve the character and ensure the continued vitality of existing neighborhoods.

— Through the subarea planning process, consult with neighborhoods regarding desired improvements to enhance the identity of their area. Such improvements may include, but are not limited to: park facilities, transportation system improvements, special neighborhood signage, special lighting, and street furniture such as benches and information kiosks.

— Assist non-profit agencies and groups to plan and develop low- and moderate-income housing and support services.

— Explore the amendment of the zoning ordinance to provide density bonuses to those who will agree to build affordable housing.

— Identify future areas for high density housing in developed zones of the city consistent with the general neighborhood's land use characteristics.

— Explore the amendment of the zoning ordinance to prohibit construction of housing units that would prohibit children unless the project is for defined target populations (e.g. the elderly).

— Coordinate with the Sedro-Woolley Housing Authority, Skagit County planning department, human services agencies, and other appropriate agencies to determine an equitable distribution of affordable housing and housing for special populations.

— Explore strategies to promote the development of non-assisted affordable housing in the private sector. Such strategies may include, but are not limited to the following:

- Requiring a certain percentage of dwelling units in a development to meet affordability criteria;
- Providing density incentives within a development if a certain percentage of affordable units are constructed;
- Rezoning land to allow higher densities;
- Eliminating any current occupancy restrictions on accessory dwelling units;
- Allowing residential uses in commercial and industrial zones;
- Providing for more flexible dimensional standards (such as street widths, setbacks, and lot coverage).
  - Allowing accessory dwelling units.

— Support development of government-assisted housing providing that it is dispersed throughout the community rather than concentrated, and adheres to high design standards within funding constraints.

— Undertake efforts to support maintenance and revitalization of older housing in the city in an effort to reduce long-term decline in Sedro-Woolley's older neighborhoods.

— Manufactured housing which meets the State Labor and Industries Code shall be permitted in any

zoning districts in the city where single-family dwellings are allowed.

— In compliance with state regulations, Group group homes and foster care facilities should be permitted in any zoning districts in the city which allows residential development, subject to conditions to ensure compatibility with surrounding development in terms of bulk and scale of buildings and operational aspects such as parking, noise, and light and glare generation.

— The city will explore development of site selection criteria for the location of housing for the elderly. In so doing, the city will encourage the provision of smaller units (with one or two bedrooms) and more compact housing types (cluster, town house, apartment, or condominiums). In siting development for the elderly, the city will also review the proximity to shopping, hospitals, public transportation routes, retail and service centers, and parks.

— The city will continue its primary role in the conservation of housing through public investment in the infrastructure servicing the area (storm drainage, sewer, street paving, recreation) and zoning to prevent incompatible land uses and depreciation of property value.

— The city will continue to implement its code enforcement program and will attempt to motivate owners to repair and improve maintenance of their structures.

(Ord. 1524-05 (Exh. E)(part))

# Attachment B

## To Findings of Fact & Recommendation

### Accessory Dwelling Units (ADUs) – Chapter 17.XX SWMC (new chapter)

#### Sections:

- 17.XX.010 Purpose and intent.
- 17.XX.020 Permit required.
- 17.XX.030 Standards and criteria.

#### 17.XX.010 Purpose and intent.

The purpose of an accessory dwelling unit is to:

1. Add affordable units to existing housing and make housing units available to moderate-income people who might otherwise have difficulty finding homes within the city;
2. Develop housing units in single-family neighborhoods that are appropriate for people at a variety of stages in the life cycle;
3. Provide homeowners with a means of obtaining, through tenants in either the accessory dwelling unit or the principal residence, rental income, companionship, or security;
4. Protect neighborhood stability, property values, and the single-family residential appearance of the neighborhood by ensuring that accessory dwelling units are installed under the conditions of this title.

#### 17.XX.020 Permit Required.

A development authorization application is required for all accessory dwelling units. An application for an attached accessory dwelling unit is subject to Type I review. An application for a detached accessory dwelling unit is subject to Type II review. Application for an ADU shall be made in accordance with the permit procedures established in Chapter 2.90 SWMC.

#### 17.XX.030 Standards and Criteria.

Accessory dwelling units shall meet the following criteria:

1. Accessory dwelling units are subject to the codes, regulations, and statutes adopted by reference in Chapter 15.04 SWMC. The design and size of the accessory dwelling unit shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes.

When there are practical difficulties involved in carrying out the provisions of this title, the director or his designee may recommend modifications that will meet the intent of these codes. Such modifications shall be processed as a variance under this title.

2. An accessory dwelling unit may be attached or detached from the principal unit. Per section 17.XX020, an application for an attached accessory dwelling unit is subject to Type I review; an application for a detached accessory dwelling unit is subject to Type II review.
3. Only one accessory dwelling unit may be created per residence.
4. Accessory dwelling units shall not be permitted on lots smaller than the minimum lot size for the zoning designation within which the property is located. Accessory dwelling units are not allowed in subdivisions platted as a Planned Residential Development (PRD).
5. An accessory dwelling unit may be established in an existing single-family dwelling unit or in a detached structure on a legal building lot by any one or by a combination of the following methods:
  - a. Alteration of interior space of the dwelling; or
  - b. Conversion of an attic, basement, attached or detached private garage, or other previously uninhabited portion of a dwelling; or
  - c. Addition of attached living area onto an existing dwelling; or
  - d. Construction of a detached living area.
6. The maximum size of an accessory dwelling shall be eight hundred square feet.
7. There shall be only one entrance on the front of a house. Separate entrances to an accessory dwelling unit are permitted at the side or rear of the principal dwelling unit.
8. Any additions to an existing building shall not exceed the allowable lot coverage or encroach into required setbacks. The director shall not have the power to vary this provision.
9. The primary unit, together with the accessory dwelling, may not occupy more than 40 percent of the total site area and must be designed so that, to the degree reasonably feasible, they will appear as one primary residence.
10. One off-street parking space is required in addition to the off-street parking spaces required for the principal residence. Parking must be provided on the subject property, either off of an alley or on a driveway. When the property abuts an alley, the off-street parking space for the accessory dwelling unit shall gain access from the alley.

11. The property owner, which shall include title holders and contract purchasers, must occupy either the principal unit or the accessory dwelling unit as their permanent residence, but not both, for more than six months out of each year, and at no time receive rent for the owner-occupied unit. The owner shall file a certification or owner-occupancy with the planning department prior to the issuance of the permit to establish an accessory dwelling unit.
12. The owner of a single-family dwelling with an accessory dwelling unit shall file an owner's certificate of occupancy in a form acceptable to the city attorney no later than April 1st of each year. Any person who falsely certifies that he or she resides in a dwelling unit at the stated address to satisfy the requirements of this section shall be subject to the violation and penalty provisions of Chapter 17.80 SWMC.
13. All accessory dwelling units shall also be subject to the condition that such a permit shall automatically expire whenever:
  - a. The accessory dwelling unit is substantially altered and is thus no longer in conformance with the approved plans; or
  - b. The subject lot ceases to maintain at least three off-street parking spaces;  
or
  - c. The applicant ceases to own or reside in either the principal or the accessory dwelling unit.
14. The applicant shall provide a covenant in a form acceptable to the city attorney and suitable for recording with the county auditor, providing notice to future owners or long-term lessors of the subject lot that the existence of the accessory dwelling unit is predicated upon the occupancy of either the accessory dwelling unit or the principal dwelling by the person to whom the accessory dwelling unit permit has been issued. The covenant shall also require any owner of the property to notify a prospective buyer of the limitations of this section and to provide for the removal of improvements added to convert the premises to an accessory dwelling unit and the restoration of the site to a single-family dwelling in the event that any condition of approval is violated.
15. Recreational vehicles or temporary housing shall not be utilized as an accessory dwelling unit.
16. The accessory and principal dwelling unit shall comply with all applicable requirements of the International Building Code and zoning ordinance as adopted or amended by the city.
17. A permit for an accessory dwelling unit shall not be transferable to any lot other than the lot described in the application.

**SWMC 17.04.030 – Definitions** (new text underlined)

...

“Accessory dwelling unit” means a habitable living unit that provides the basic requirements of shelter, heating, cooking and sanitation and meets the standards provided in this code.

...

**SWMC 17.08.010 Use restrictions** (new text underlined)

Use restrictions in the residential R-5 zone shall be as follows:

- A. Permitted Uses.
  - 1. One single-family residence per lot;
  - 2. Low-intensity agriculture;
  - 3. Home occupations in compliance with Chapter 17.68;
  - 4. Child day care centers meeting state requirements;
  - 5. Adult or family day care facilities meeting state requirements;
  - 6. Accessory dwelling units in compliance with Chapter 17.XX.

...

**SWMC 17.12.010 Use restrictions** (new text underlined)

Use restrictions in the residential R-7 zone shall be as follows:

- A. Permitted Uses.
  - 1. One single-family residence per lot;
  - 2. Low-intensity agriculture;
  - 3. Home occupations in compliance with Chapter 17.68;

4. One duplex per lot with nine thousand square foot minimum lot size, in compliance with the requirements set forth in this Chapter 17.12, which meet the following requirements, in addition to any other requirements imposed by ordinance:

i. Be situated on a lot of not less than nine thousand square foot minimum size, with a minimum width of eighty feet at the building line, a minimum depth of one hundred feet, and a minimum lot frontage on a public street of twenty feet;

ii. Provide off-street parking for four vehicles;

iii. Be designed to resemble a single-family residence so as to blend in with the design and appearance of the surrounding residences in the neighborhood;

iv. No more than one duplex shall be allowed per any three successive lots adjoined by side property lines as defined in Section 17.04.030.

Exception: Lots which have twenty feet or less frontage on the public street shall not be required to be counted on a successive lot. This exception is intended to allow successive duplexes if located behind single-family lots.

5. Child day care centers meeting state requirements;

6. Adult or family day care facilities meeting state requirements.

7. Accessory dwelling units in compliance with Chapter 17.XX.

...

**SWMC 2.90.070.G – Permit Classifications** (new text underlined)

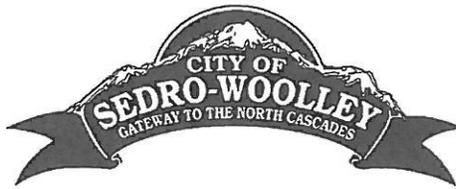
G. Land Use Permit Procedures.

1. Permit Classification Table.

Land Use Permit/Action	Permit Type					
	I	II	III	IV	V	VI
<u>Accessory Dwelling Unit - Attached</u>	X					
<u>Accessory Dwelling Unit - Detached</u>		X				
Administrative Determination	X					
Binding Site Plan		X				
Boundary Line Adjustment	X					

Building Permit SEPA Exempt	X					
Code Interpretation	X					
Comprehensive Plan Map (and Rezone) or Text Amendments						X
Conditional Use Permit			X			
Design Review with Building Permit	X					
Design Review with Hearing Examiner Land Use Permit			X			
Development Agreement					X	
Development Regulation Text Amendments Referred to Planning Commission						X
Development Regulation Text Amendments Not Referred to Planning Commission					X	
Environmental Review		X				
Fence or Wall Permit	X					
Fill and Grade Permit	X					
Floodplain District Development Permit or Variance				X		
Home Occupation	X					
Landscape Modifications	X					
Major Modification PRD				X		
Master Plan Approval				X		
Minor Modifications	X					
Nonconforming Use—Ordinary Maintenance or Repair	X					
Nonconforming Use—Certificate of Use or Occupancy	X					
Nonconforming Use—Special Permission to Enlarge, Expand, or Reconstruct			X			
Plat, Preliminary				X		
Plat, Final					X	
Planned Residential Development				X		
Rezoning Consistent with Comprehensive Plan				X		
Shoreline Conditional Use Permit			X			
Shoreline Exemption	X					

Shoreline Substantial Development Permit			X			
Shoreline Variance			X			
Short Plat		X				
Short Plat—When Hearing Requested			X			
Site Plan Approval	X					
Special Use Permit			X			
Street Vacations				X		
Street Design Modifications	X					
Temporary Use Permit		X				
Variances			X			
Zoning Waivers				X		



APR 23 2014

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

## Offender Work Program

### Program at a glance:

The OWP was started in 2010 in an effort to find an alternative to the overcrowded jail in Mount Vernon. Offenders were being sentenced to jail time, but were unable to fulfill their sentences resulting in delayed or permanently deferred justice. The OWP was intended to provide an alternative to outsourcing inmates to Wapato and to save the city money through reduced jail bed costs, jail medical costs as well as and most importantly, to provide a mechanism for justice.

The following findings were adopted by the city council as part of Ordinance 1667-10 and provide some insight as to the purpose of the program.

**Whereas**, the City Council of the City of Sedro-Woolley finds that the Skagit County Jail is overpopulated which results in conditions that do not always allow criminal offenders sentenced in The Municipal Court of Sedro-Woolley to serve any time for their crimes, and

**Whereas**, the City Council finds that it is detrimental to the administration of justice and counterproductive to the City's lawful exercise of police powers to maintain the health, welfare and safety of the community for criminal offenders to face little or no sanctions for their actions; and

**Whereas**, the City Council desires to add an additional option for the Municipal Court's use that would allow offenders to serve their time by working on a crew, supervised by a City employee, on projects that clean up the community; and

**Whereas**, to effectuate this objective, the City Council desires to create a new position and authorize the establishment of this new program through the promulgation of rules by the Mayor or his designee.

The program began with a part-time OWP supervisor and an initial annual budget of \$35,000. The OWP Director was made a full-time position in 2013. Direct costs for the OWP are budgeted at \$63,335 for 2014. The OWP Director reports to the City Supervisor.

Worker hours are tracked with the total annual worker hours as follows:

2011	4,990 hours
2012	5,497.5 hours
2013	6,012 hours

Workers are sentenced to time on the work crew and come primarily from the Sedro-Woolley Municipal Court (approx.. 70%). The other 30% of workers come from a variety of sources including district court, juvenile justice system and other counties. All of these workers have a Sedro-Woolley connection with

the vast majority actually residing in Sedro-Woolley which is the reason they seek to work on the Sedro-Woolley crew.

Workers check in to work at 07:00 for a seven hour work day that concludes at 14:00 and are given two 15 minute breaks during the day. They are allowed to smoke, text and make phone calls on their breaks.

Effective March of 2014, the city no longer pays a jail bed rate pursuant to interlocal agreement with Skagit County. Effective April 10, 2014, the city will no longer pay Skagit County jail booking fees so long as it maintains an OWP with a full-time employee to manage the program (2012 booking fees were \$9,637.00). A new jail is expected to be built in 2017.

OWP Functions (Typical; special projects, by request):

1. City Hall weeding, mowing, pruning and trash retrieval outside of building. Police car washing and routine kennel cleaning. Skate Park trash pick-up daily. Pressure wash sidewalks from moss and debris.
2. Inside the City Hall building: Cleaning bathrooms and trash pick-up from offices during the on-duty janitor's sick leave/vacation periods. Washing windows and cleaning kitchens, including the Community Center, Library, Police and Fire Stations.
3. Snow and ice removal during winter months, outside buildings at City Hall, Senior Center, Library and Community Center.
4. Downtown clean up, sidewalks, flower barrels, alleys, unclog water drains from leaves and debris. Hammer Heritage Square weeding and sweeping.
5. Roadside Litter pick up areas:
  - a. Northern Avenue from Metcalf Street to Township Street;
  - b. Hwy. 20 from Dairy Queen to Fruitdale Road;
  - c. Hwy. 20 from Ferry Street to western city limits;
  - d. Hwy. 20 from Harry Osborn Park to BNSF train trestle;
  - e. Walley Street from State to Sedro-Woolley High School;
  - f. Rita Street from State to Batey;
  - g. Hwy. 9 from Hwy. 20 south to city limits;
  - h. Hwy. 9 from Hwy. 20 north to city limits.
6. Parks weeding and litter pick up areas:
  - a. Bingham Park;
  - b. Tesarick Park;
  - c. Memorial Park (includes Senior Center, Library, Community Center);

- d. Metcalf Ballpark;
- e. Lion's Park;
- f. Riverfront Park (including Dog Park).

7. Maintaining stormwater detention ponds, including ditches and related pumping stations at the following locations:

- a. Sapp Road Sampling Station;
- b. Brickyard Creek Sampling Station;
- c. 4<sup>th</sup> and Sterling Streets Retention Pond;
- d. Hodgkin Street and SR20 Pump Station;
- e. McGarigle Road Pump Station;
- f. Hodgkin Street Pond and Ditch;
- g. Cook Road/Prospect Street Pond and Ditch;
- h. Cook Road/Tesarik Field Pond and Ditch;
- i. SR 20/Rite Aid Pond;
- j. F&S Grade Road East and West Ponds;
- k. McGarigle/Fruitdale Road Pond.

8. Other Projects as requested; examples of those projects are as follows:

- a. Painting Fire Hydrants and tables and benches;
- b. Build/maintain Dog Kennel by the Sedro-Woolley Police Station;
- c. Assisting in landscaping the new Boys & Girls Club;
- d. Removing rocks and weeds from Play Field prior to hydro seeding;
- e. Installing Security Wire System in offices at Police Station;
- f. Assisting workers during the construction of the Skate Park;
- g. Assisting in graffiti removal;
- h. Pressure wash moss out of Cemetery headstones.