

Next Ord: 1796-14  
Next Res: 903-14

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**

**July 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 .....1-49

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

- a. Approval of Agenda
- b. Minutes from Previous Meeting (Including July 9, 2014 Special Meeting)
- c. Finance
  - Claim Checks #179615 to #179721 plus EFT's in the amount of \$996,930.22
  - Payroll Checks #58214 to #58230 plus EFT's in the amount of \$219,913.52
- d. Amendment #1 to Agreement #C20140238 with Skagit County to add a GIS Component for Sewer and Stormwater Mapping Upgrades
- e. Possible Bid Award – Public Works Agreement No. 2014-PW-19 – 2014 Police Evidence Garage Repainting Project – 5 Star Services Inc.
- f. Possible Bid Award – Eterra Power Screen Model No. EPS01-86 – Skid Steer Solutions Inc.
4. Public Comment.....51

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

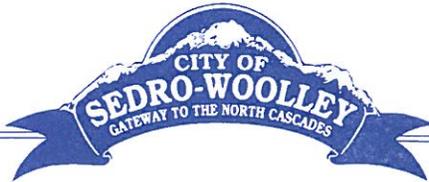
5. Minor Contracts approved under SWMC 2.104.060.....53-63  
(Information only)
  - a. ThyssenKrupp Elevator – Contract No. US54293 Maintenance Agreement Addendum

**EXECUTIVE SESSION**

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

JUL 23 2014

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



DATE: July 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 July 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.

JUL 23 2014

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

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CITY OF SEDRO-WOOLLEY  
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Special Meeting of the City Council  
July 9, 2014 – 6:00 P.M. – Council Chambers

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

The Special Meeting of the City Council was called to order at 6:00 P.M. by Mayor Anderson.

The meeting was immediately adjourned to Executive Session to discuss potential litigation under RCW 42.30.110(1)(i), real estate under RCW 42.30.110(1)(b) and collective bargaining under RCW 42.30.140(4).

Attorney Mike Tierney attended a portion of the meeting via telephone.

The special meeting reconvened and adjourned at 6:59 P.M.

JUL 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  
July 9, 2014 – 7:00 P.M. – Council Chambers

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

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 #179545 – 179614 in the amount of \$140,219.30
  - Payroll Checks #58193 to #58213 plus EFT's in the amount of \$286,012.61
- Funding Agreement with Skagit County for Distribution of Economic Development Funds for the Year 2014
- Possible Contract Award – Contract 2014-PW-16 2014 On-Call Drainage Ditch Mowing and Cleaning – Industrial Mowing & Spraying
- Proposed Resolution 901-14 Local Agency Agreement with WSDOT for Design Phase Federal Funding Obligation for the Jameson Arterial Extension to SR9 Project

Councilmember Galbraith moved to approve the consent calendar Items A through F. Seconded by Councilmember Wagoner. Motion carried (6-1, Councilmember Sandström opposed).

Swearing-in of Officer Dan Eddy

Mayor Anderson administered the oath of Office to Dan Eddy as Police Officer. Eddy's son Sterling had the honor of pinning on his badge. He was greeted with a round of applause.

Public Comment

Dennis O'Neil – 109 Talcott St., addressed maintenance issues on the streets, specifically pointing out the corner of Walley and Talcott. He noted a pot hole and overgrown brush creating a vision triangle. He also addressed cross walk markings in front of the Sparkle Shop that are misleading.

## UNFINISHED BUSINESS

### Resolution Commenting on the Draft EIS for the Skagit River GI Study

City Supervisor/Attorney Berg presented a draft document for gaining public comment and reviewed information gathered since the last meeting. He noted they have not modeled the transfer of risk in a post project condition, discussed pre and post project maps, protecting high value urban core with the least expensive alternative, the unknown extent of water back up and the huge potential consequences. Sedro-Woolley's comment is to have them do the modeling and then ask for public comment.

A lengthy discussion was held regarding emphasis on money not on people, ring diking, modifications to the Wastewater Treatment plant to keep water out, maps seem to show significant transfer of risk, federal flood insurance, funding, and other related comments.

Public Works Director Freiburger addressed issues with the wastewater treatment plant with the proposed plan.

Councilmember Wagoner moved to approve Resolution #902-14 A Resolution of the City of Sedro-Woolley, Washington Commenting on the Draft Feasibility Report and Environmental Impact Statement for the Skagit River Flood Risk Management General Investigation. Seconded by Councilmember Kinzer. Motion carried (7-0).

City Supervisor/Attorney Berg reviewed packet items for door to door distribution to residents and property owners within the southern part of the city to encourage residents to comment. He noted the deadline for comment is July 21, 2014.

Further discussion ensued regarding risks to schools, fair waters act, waste water ring dike and gravity collection system.

### Resolution Authorizing an Interlocal Agreement with other Municipalities in Skagit, Whatcom and Island County to Participate as a Member of a HOME Consortium

City Supervisor/Attorney Berg reintroduced the Regional Housing Affordability HOME Consortium that was addressed at the last meeting. He noted the model resolution was revised to fit the city format and introduced consultant Paul Schissler to answer Council questions.

Paul Schissler entertained questions from the Council regarding matching funds, types of homes, ownership, County as the lead agency, consortium membership, estimated funding amount, types of uses, regional cooperation can equal good outcomes, cycle of funds, vague rules of organization, financial training, use of Community Action, distribution of funds based on population, coordinated effort on housing issues and various points of view.

Councilmember Wagoner moved to table the Regional Cooperation for Housing Affordability for one year. Seconded by Councilmember Loy.

Further discussion took place.

Motion carried (5-2, Councilmember's Sandström and Kornegay opposed).

City Supervisor/Attorney Berg noted that John Coleman is the City's representative on the Affordable Housing Task Force and wondered if there was a Councilmember that would like to attend with Coleman.

## **NEW BUSINESS**

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

Police Chief Tucker – reported on some large and significant events coming up on Saturday. The memorial service for JB Bryson which is a significant event with some street closures. Also, on the same day is a memorial service for Francine Geoghegan a volunteer at the front office in the Police Department. Chief Tucker updated the Council on the Cook Road problem house which was lost to fire and is a suspected arson. He also noted Officer Dan Eddy will be starting next week and Officer Chris Rogers started this week.

Fire Chief Klinger – stated the Fire Department will also be involved in the services for JB Bryson. He noted they had a very busy 4<sup>th</sup> of July with structure fires and med calls. Chief Klinger commended the volunteers for the outstanding job during such a busy time. He reported as good news the trucks authorized back in February have been ordered and the Fire trucks are currently undergoing ladder testing.

Planning Director Coleman – reported the Woolley Market was given permission for a temporary opening for weekend, their Grand Opening is scheduled for July 26<sup>th</sup>. He also noted that Windermere Realty will be opening an office next week on Cook Road and provided information regarding an Army Corps of Engineers public announcement on the Shell Puget Sound construction rail project.

Public Works Director Freiburger – reported on the SR20/Cook Road project which is moving along on schedule. He stated a ribbon cutting event is being scheduled for the last week of August. He also reported on some upcoming road closures and detours for the project. Freiburger reported on the progress of the PSE LED retrofit project and of various grant opportunity deadlines. Freiburger requested Council support for grant applications which require matching funds.

Councilmember Sandström moved to proceed with grant opportunities. Councilmember Lemley seconded. Motion carried (7-0)

City Supervisor/Attorney Berg – reported on a successful Loggerodeo stating the staff did great job. He acknowledged receipt of a donation from the Skagit Community Foundation in the amount of \$15,000 towards the Babe Ruth Ball Field. Berg also addressed parking enforcement in the downtown area. The emphasis has been on the Metcalf Parking Lot. Discussion followed regarding parking enforcement and other code enforcement items. He reported the SCOG interlocal has gone live and commented on the proposed bylaws for the technical advisory committee. He also announced he will be absent from the next meeting.

Finance Director Nelson – announced the June utility bills is the first month with the increased utility tax for additional police officers.

Councilmember Kornegay – reported on a write up in the Seattle PI on the Rodeo.

Councilmember Wagoner – commented the LED lights look nice and noted the great job the City staff did during Loggerodeo.

Councilmember Galbraith – commented he has been attending the parade since 1970 and felt this year's parade has been the best parade in all those years and stated the community should be very proud. He also announced the upcoming fundraiser for the Sedro-Woolley Arts Council and encouraged support of the Arts Council as it is a piece missing in the community.

Councilmember Lemley – acknowledged Janicki Industries for building the Bank Robbery float. He noted this year will be the 100<sup>th</sup> anniversary of the robbery. He also commented that he was amazed by the number of people in town.

Councilmember Sandstorm – thanked everyone for the support of Loggerodeo. He also questioned bike racks at the new park and ride.

Public Works Director Freiburger noted there are plans for the placement of two transit kiosks and bike racks as part of the project.

Councilmember Sandström also announced the upcoming Arts Council event scheduled for August 7, 2014.

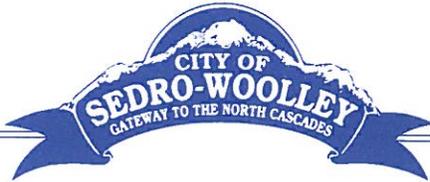
City Supervisor/Attorney Berg – reported he is meeting with County Administrator Holloran regarding the UGA expansion.

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

The Meeting adjourned at 8:32 P.M.

JUL 23 2014

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



DATE: July 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 July 23, 2014.

Motion to approve Claim Checks #179615 to #179721 plus EFT's in the amount of \$996,930.22.

Motion to approve Payroll Checks #58214 to #58230 plus EFT'S in the amount of \$219,913.52.

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

07/23/2014 To: 07/23/2014

Time: 13:27:43 Date: 07/18/2014  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>5438</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>US Bank -- Purchase Cards</b>	<b>9,125.21</b>	
					001 - 513 10 43 000 - Meals/travel	284.50	
					001 - 513 10 49 000 - Tuition/registration	325.00	
					001 - 514 23 49 030 - Misc-tuition/registration	450.00	
					001 - 517 90 49 001 - Employee Wellness (educ)	125.00	
					001 - 518 80 35 000 - Small Tools/minor Equip	69.46	
					001 - 518 80 41 000 - Professional Services	795.00	
					001 - 518 80 41 000 - Professional Services	2,583.10	
					001 - 521 20 31 002 - Office/operating Supplies	24.98	
					001 - 521 20 31 002 - Office/operating Supplies	10.00	
					001 - 521 20 31 002 - Office/operating Supplies	10.83	
					001 - 521 20 42 010 - Postage	58.54	
					001 - 521 40 43 000 - Travel	56.32	
					001 - 521 40 43 000 - Travel	-54.81	
					001 - 521 40 49 000 - Tuition/registration	300.00	
					001 - 522 20 41 000 - Professional Services	10.00	
					001 - 522 45 43 000 - Travel & Meals	17.55	
					001 - 523 20 31 000 - Office/operating Supplies	206.09	
					425 - 531 50 41 000 - Professional Services	59.73	
					401 - 535 80 32 000 - Auto Fuel/diesel	41.99	
					401 - 535 80 41 000 - Professional Services	85.00	
					401 - 535 80 43 000 - Meals/travel	23.53	
					412 - 537 80 31 000 - Operating Supplies	99.96	
					103 - 542 30 48 010 - Repair/maintenance-equip	320.67	
					105 - 572 20 31 010 - Supplies	74.10	
					105 - 572 20 41 002 - WA Rural Heritage CL	321.43	
					105 - 572 20 42 010 - Postage	58.55	
					105 - 572 20 43 000 - Travel	120.96	
					105 - 572 20 49 000 - Subscriptions	39.00	
					101 - 576 80 35 000 - Small Tools & Minor Equip	205.42	
					101 - 576 80 42 020 - Telephone	54.24	
					001 - 594 18 64 001 - Network Hardware	69.50	
					001 - 594 18 64 001 - Network Hardware	64.15	
					001 - 594 18 64 001 - Network Hardware	1,410.49	
					001 - 594 18 64 001 - Network Hardware	216.97	
					401 - 594 35 64 001 - Portable Equipment	243.00	
					105 - 594 72 64 000 - Books & Materials	93.76	
					105 - 594 72 64 000 - Books & Materials	154.22	
					105 - 594 72 64 000 - Books & Materials	41.08	
					001 - 595 10 31 000 - Supplies	55.90	
<b>5439</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>WA State Dept Of Revenue</b>	<b>12,562.32</b>	
					001 - 521 20 31 002 - Office/operating Supplies	21.06	
					001 - 522 20 31 000 - Operating Supplies	34.13	
					001 - 522 20 35 000 - Small Tools & Minor Equip	82.97	
					001 - 522 20 48 000 - Repairs/maint-equip	3.30	
					401 - 535 50 48 000 - Maintenance Contracts	146.63	
					401 - 535 80 44 010 - Taxes & Assessments	5,081.42	
					102 - 536 20 44 010 - Taxes And Assessments	482.50	
					412 - 537 80 44 001 - Taxes & Assessments	5,573.00	
					105 - 572 20 34 000 - Summer Reading Program	13.81	
					105 - 572 20 44 010 - Taxes & Assessments	7.06	
					101 - 576 80 44 010 - Taxes And Assessments	97.76	
					001 - 594 18 64 001 - Network Hardware	382.81	
					401 - 594 35 64 001 - Portable Equipment	242.57	
					105 - 594 72 64 000 - Books & Materials	2.30	
					101 - 594 76 61 000 - Riverfront Park	391.00	
<b>5440</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179615</b>	<b>A WorkSAFE Service, Inc.</b>	<b>208.00</b>	
					401 - 535 80 41 000 - Professional Services	104.00	
					101 - 576 80 49 020 - Misc-dues/CDL/background	52.00	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/23/2014 To: 07/23/2014

Time: 13:27:43 Date: 07/18/2014  
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 595 10 41 000		Professional Services	52.00	
<b>5441</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179616</b>	<b>AT &amp; T</b>		<b>140.25</b>
			001 - 512 50 42 020		Telephone	0.70	
			001 - 513 10 42 020		Telephone	1.40	
			001 - 514 23 42 020		Telephone	19.63	
			001 - 515 30 42 001		Telephone	9.82	
			001 - 521 20 42 020		Telephone	63.11	
			001 - 522 20 42 020		Telephone	16.83	
			001 - 524 20 42 020		Telephone	0.70	
			401 - 535 80 42 020		Telephone	4.20	
			412 - 537 80 42 020		Telephone	2.81	
			001 - 558 60 42 020		Telephone	9.82	
			105 - 572 20 42 020		Telephone	2.81	
			001 - 595 10 42 020		Telephone	8.42	
<b>5442</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179617</b>	<b>American Fleet Main LLC</b>		<b>134.54</b>
			001 - 522 20 48 000		Repairs/maint-equip	134.54	
<b>5443</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179618</b>	<b>American Planning Assoc</b>		<b>400.00</b>
			001 - 558 60 49 010		Dues/subscript/membership	400.00	
<b>5444</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179619</b>	<b>Andgar</b>		<b>2,289.81</b>
			101 - 576 80 48 004		Community Center	119.35	
			101 - 576 80 48 005		Senior Center	327.67	
			101 - 576 80 48 007		Bingham Park	115.01	
			101 - 576 80 48 008		North Township	163.83	
			101 - 576 80 48 015		Library	145.39	
			101 - 576 80 48 016		City Hall	954.80	
			101 - 576 80 48 016		City Hall	81.38	
			101 - 576 80 48 016		City Hall	382.38	
<b>5445</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179620</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	
			103 - 542 30 49 000		Misc-laundry	4.61	
			103 - 542 30 49 000		Misc-laundry	4.61	
<b>5446</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179621</b>	<b>Assoc Petroleum Products</b>		<b>10,376.98</b>
			001 - 518 20 32 000		Auto Fuel	117.64	
			001 - 521 20 32 000		Auto Fuel	1,513.64	
			001 - 522 20 32 000		Auto Fuel/diesel	964.95	
			001 - 523 20 32 000		Auto Fuel	87.16	
			401 - 535 80 32 000		Auto Fuel/diesel	100.87	
			401 - 535 80 32 000		Auto Fuel/diesel	260.13	
			401 - 535 80 32 000		Auto Fuel/diesel	213.78	
			412 - 537 80 32 000		Auto Fuel/diesel	2,077.35	
			412 - 537 80 32 000		Auto Fuel/diesel	1,642.93	
			412 - 537 80 32 000		Auto Fuel/diesel	138.62	
			103 - 542 30 32 000		Auto Fuel/diesel	313.88	
			103 - 542 30 32 000		Auto Fuel/diesel	410.16	
			103 - 542 30 32 000		Auto Fuel/diesel	370.11	
			103 - 542 30 32 000		Auto Fuel/diesel	304.22	
			103 - 542 30 32 000		Auto Fuel/diesel	667.21	
			101 - 576 80 32 000		Auto Fuel/diesel	604.35	
			101 - 576 80 32 000		Auto Fuel/diesel	250.45	
			101 - 576 80 32 000		Auto Fuel/diesel	339.53	
<b>5447</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179622</b>	<b>Association Of WA Cities</b>		<b>2,566.20</b>
			001 - 521 20 27 000		Retired Medical	2,566.20	
<b>5448</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179623</b>	<b>Bay City Supply</b>		<b>136.72</b>
			401 - 535 80 31 010		Operating Supplies	28.75	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/23/2014 To: 07/23/2014

Time: 13:27:43 Date: 07/18/2014  
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 31 006		Operating Sup - City Hall	15.55	
			101 - 576 80 31 006		Operating Sup - City Hall	92.42	
5449	07/23/2014	Claims	2	179624	Bioscience Inc	1,150.00	
			401 - 535 50 48 010		Maintenance Of Lines	1,150.00	
5450	07/23/2014	Claims	2	179625	Blumenthal Uniform & Equip	573.25	
			001 - 521 20 26 000		Uniforms/accessories	573.25	
5451	07/23/2014	Claims	2	179626	Bon Appetit	44.00	
			105 - 594 72 64 000		Books & Materials	44.00	
5452	07/23/2014	Claims	2	179627	Brown & Cole Stores	15.54	
			001 - 522 20 31 000		Operating Supplies	15.54	
5453	07/23/2014	Claims	2	179628	Capital One Commercial	1,283.81	
			001 - 517 90 43 001		Employee Recognition	368.22	
			001 - 517 90 43 002		Employee Wellness (meals)	236.52	
			001 - 522 20 31 000		Operating Supplies	402.36	
			001 - 524 20 31 000		Off/oper Supps & Books	2.75	
			401 - 535 80 31 010		Operating Supplies	82.60	
			102 - 536 20 31 010		Operating Supplies	20.65	
			412 - 537 80 31 000		Operating Supplies	82.60	
			103 - 542 30 31 000		Operating Supplies	41.30	
			001 - 558 60 31 000		Supplies/books	2.75	
			101 - 576 80 31 000		Operating Supplies	41.30	
			001 - 595 10 31 000		Supplies	2.76	
5454	07/23/2014	Claims	2	179629	Cascade Natural Gas Corp	489.05	
			001 - 521 20 47 000		Public Utilities	10.60	
			001 - 522 50 47 000		Public Utilities	59.92	
			401 - 535 80 47 000		Public Utilities	45.09	
			412 - 537 80 47 000		Public Utilities	27.68	
			103 - 542 63 47 000		Public Utilities	10.60	
			103 - 542 63 47 000		Public Utilities	26.01	
			105 - 572 20 47 000		Public Utilities	11.55	
			101 - 576 80 47 010		Community Ctr	50.43	
			101 - 576 80 47 020		Senior Center	35.26	
			101 - 576 80 47 050		Hammer Square	19.13	
			101 - 576 80 47 052		Bingham Caretaker	11.14	
			101 - 576 80 47 052		Bingham Caretaker	21.98	
			101 - 576 80 47 070		City Hall	159.66	
5455	07/23/2014	Claims	2	179630	Cities Insurance Assoc	270.17	
			103 - 543 30 46 000		Insurance	270.17	
5456	07/23/2014	Claims	2	179631	Collins Office Supply Inc	181.92	
			412 - 537 80 31 000		Operating Supplies	181.92	
5457	07/23/2014	Claims	2	179632	Comcast	130.70	
			001 - 518 80 42 021		Internet Services	130.70	
5458	07/23/2014	Claims	2	179633	Community Action Of Sk County	250.00	
			001 - 562 00 51 030		Skagit Comm Action Agency	250.00	
5459	07/23/2014	Claims	2	179634	Crawford Garage Doors Inc	423.15	
			001 - 522 20 48 000		Repairs/maint-equip	423.15	
5460	07/23/2014	Claims	2	179635	Crystal Springs	30.93	
			401 - 535 80 31 010		Operating Supplies	30.93	
5461	07/23/2014	Claims	2	179636	Cues	817.86	
			401 - 535 50 48 010		Maintenance Of Lines	312.98	
			401 - 535 50 48 010		Maintenance Of Lines	504.88	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/23/2014 To: 07/23/2014

Time: 13:27:43 Date: 07/18/2014  
Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5462	07/23/2014	Claims	2	179637	Data Base Records Destruction LLC	262.94	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 514 23 31 000 - Supplies	67.17	
					001 - 514 23 31 000 - Supplies	22.39	
					001 - 521 20 31 002 - Office/operating Supplies	44.78	
					001 - 521 20 31 002 - Office/operating Supplies	44.78	
					001 - 524 20 31 000 - Off/oper Supps & Books	6.50	
					001 - 524 20 31 000 - Off/oper Supps & Books	6.50	
					001 - 558 60 31 000 - Supplies/books	6.51	
					001 - 558 60 31 000 - Supplies/books	6.51	
					001 - 595 10 31 000 - Supplies	6.51	
					001 - 595 10 31 000 - Supplies	6.51	
5463	07/23/2014	Claims	2	179638	Databar	2,268.56	
					425 - 531 50 42 010 - Postage	90.73	
					401 - 535 80 42 015 - Postage	1,474.57	
					412 - 537 80 42 010 - Postage	703.26	
5464	07/23/2014	Claims	2	179639	David Evans & Assoc Inc	42,868.93	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	30,841.48	
					104 - 595 61 63 050 - Const SR20/Cook Sidewalks	11,831.74	
					104 - 595 65 63 000 - Const Park & Ride SR20/Coc	195.71	
5465	07/23/2014	Claims	2	179640	Dykstra Farms LLC	660.00	
					412 - 537 60 47 020 - Recycling - Yard Waste	660.00	
5466	07/23/2014	Claims	2	179641	E & E Lumber	856.51	
					425 - 531 50 31 000 - Operating Supplies	15.29	
					401 - 535 80 31 010 - Operating Supplies	16.38	
					412 - 537 80 31 000 - Operating Supplies	37.00	
					103 - 542 30 31 000 - Operating Supplies	8.09	
					103 - 542 30 31 000 - Operating Supplies	19.44	
					103 - 542 30 35 010 - Safety Equipment	39.91	
					101 - 576 80 31 001 - Operating Sup - Riverfront	37.73	
					101 - 576 80 31 001 - Operating Sup - Riverfront	40.79	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	34.67	
					101 - 576 80 31 006 - Operating Sup - City Hall	20.34	
					101 - 576 80 31 008 - Operating Sup - Memorial	10.18	
					101 - 576 80 31 008 - Operating Sup - Memorial	20.35	
					101 - 576 80 31 009 - Operating Sup - Bingham Par	129.38	
					101 - 576 80 35 000 - Small Tools & Minor Equip	32.85	
					101 - 576 80 35 000 - Small Tools & Minor Equip	55.84	
					101 - 576 80 35 000 - Small Tools & Minor Equip	117.62	
					101 - 576 80 48 001 - Riverfront	-65.26	
					101 - 576 80 48 001 - Riverfront	71.38	
					101 - 576 80 48 001 - Riverfront	48.24	
					101 - 576 80 48 001 - Riverfront	8.66	
					101 - 576 80 48 006 - Memorial Park	23.61	
					101 - 576 80 48 006 - Memorial Park	51.13	
					101 - 576 80 48 007 - Bingham Park	17.82	
					101 - 594 76 64 001 - Holiday Displays	65.07	
5467	07/23/2014	Claims	2	179642	EBSCO	1,273.37	
					105 - 572 20 51 000 - Wa Library System	2,053.37	
					105 - 572 20 51 000 - Wa Library System	-780.00	
5468	07/23/2014	Claims	2	179643	Edge Analytical Inc	396.00	
					401 - 535 80 41 000 - Professional Services	168.00	
					401 - 535 80 41 000 - Professional Services	146.00	
					401 - 535 80 41 000 - Professional Services	47.00	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/23/2014 To: 07/23/2014

Time: 13:27:43 Date: 07/18/2014  
Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 41 000		Professional Services	35.00	
5469	07/23/2014	Claims	2	179644	Emergency Medical Products Inc	231.20	
			001 - 522 20 31 000		Operating Supplies	199.60	
			001 - 522 20 31 000		Operating Supplies	31.60	
5470	07/23/2014	Claims	2	179645	Enterprise Office Systems	296.12	
			001 - 512 50 31 000		Supplies	65.08	
			001 - 513 10 31 000		Supplies	43.38	
			001 - 514 23 31 000		Supplies	187.66	
5471	07/23/2014	Claims	2	179646	Fastenal Company	446.44	
			425 - 531 50 31 000		Operating Supplies	72.72	
			401 - 535 80 31 010		Operating Supplies	29.33	
			412 - 537 80 31 000		Operating Supplies	12.39	
			412 - 537 80 31 000		Operating Supplies	236.17	
			412 - 537 80 31 000		Operating Supplies	63.21	
			103 - 542 30 31 000		Operating Supplies	32.62	
5472	07/23/2014	Claims	2	179647	Federal Certified Hearing	20.00	
			001 - 521 20 41 001		Professional Services	20.00	
5473	07/23/2014	Claims	2	179648	Federal Express Corp	44.90	
			104 - 595 10 63 010		Eng-SR20/Cook Realign Side	22.45	
			104 - 595 10 63 010		Eng-SR20/Cook Realign Side	22.45	
5474	07/23/2014	Claims	2	179649	Glenn Gardner	86.80	
			001 - 521 20 48 010		Repair & Maint - Auto	86.80	
5475	07/23/2014	Claims	2	179650	Gaylord Bros	179.61	
			105 - 572 20 31 010		Supplies	102.79	
			105 - 572 20 31 010		Supplies	76.82	
5476	07/23/2014	Claims	2	179651	Great America Financial Svcs	125.69	
			105 - 572 20 48 020		Repair/maintenance-equip	125.69	
5477	07/23/2014	Claims	2	179652	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	
5478	07/23/2014	Claims	2	179653	HB Jaeger Co LLC	817.76	
			425 - 531 50 31 000		Operating Supplies	21.35	
			401 - 535 50 48 010		Maintenance Of Lines	796.41	
5479	07/23/2014	Claims	2	179654	Hach Company	139.87	
			401 - 535 80 31 010		Operating Supplies	139.87	
5480	07/23/2014	Claims	2	179655	Hepburn Superior	617.96	
			102 - 536 20 34 000		Liners	617.96	
5481	07/23/2014	Claims	2	179656	Elliott Hofferth	250.00	
			105 - 572 20 34 000		Summer Reading Program	250.00	
5482	07/23/2014	Claims	2	179657	Humane Society Of Skagit	132.00	
			001 - 521 20 41 021		Humane Society	132.00	
5483	07/23/2014	Claims	2	179658	Ingram Library Services	1,517.72	
			105 - 594 72 64 000		Books & Materials	37.75	
			105 - 594 72 64 000		Books & Materials	363.73	
			105 - 594 72 64 000		Books & Materials	19.15	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/23/2014 To: 07/23/2014

Time: 13:27:43 Date: 07/18/2014  
Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			105 - 594 72 64 000		Books & Materials	17.90	
			105 - 594 72 64 000		Books & Materials	633.06	
			105 - 594 72 64 000		Books & Materials	53.50	
			105 - 594 72 64 000		Books & Materials	89.70	
			105 - 594 72 64 000		Books & Materials	302.93	
5484	07/23/2014	Claims	2	179659	Ronald John	344.00	
			001 - 521 20 27 000		Retired Medical	344.00	
5485	07/23/2014	Claims	2	179660	Teresa Keene	2,500.00	
			001 - 515 30 41 001		Prosecuting Attorney	2,500.00	
5486	07/23/2014	Claims	2	179661	Kesselring Tactical Supply	908.15	
			001 - 521 20 31 015		Ammunition	908.15	
5487	07/23/2014	Claims	2	179662	Pam Kugel	84.13	Refund inactive customer credit balance
			001 - 316 49 31 000		Utility Tax On Stormwater	-0.41	
			001 - 316 49 35 000		Utility Tax On Sewer	-1.10	
			001 - 316 49 37 000		Utility Tax On Solid Waste	-1.33	
			425 - 343 10 00 000		Stormwater Fees	-5.47	
			401 - 343 50 00 000		Sewer Service Charges	-55.45	
			412 - 343 70 00 000		Garbage/solid Waste Fees	-16.42	
			412 - 343 73 00 000		Curbside Recycling Fee	-2.60	
			412 - 343 75 00 000		Fuel Surcharge	-1.35	
5488	07/23/2014	Claims	2	179663	LEIRA	225.00	
			001 - 521 40 49 000		Tuition/registration	50.00	
			001 - 521 40 49 000		Tuition/registration	175.00	
5489	07/23/2014	Claims	2	179664	Lakeside Industries	3,289.94	
			103 - 595 30 63 020		Contracted Overlay	3,289.94	
5490	07/23/2014	Claims	2	179665	Lithtex NW	222.78	
			001 - 512 50 31 000		Supplies	133.10	
			412 - 537 80 31 000		Operating Supplies	89.68	
5491	07/23/2014	Claims	2	179666	Loggers And Contractors	4.35	
			412 - 537 80 31 000		Operating Supplies	4.35	
5492	07/23/2014	Claims	2	179667	Martin Marietta Materials	327.20	
			103 - 542 30 48 000		Repair/maint-streets	327.20	
5493	07/23/2014	Claims	2	179668	William R McCann	3,000.00	
			001 - 515 93 41 000		Indigent Defender	3,000.00	
5494	07/23/2014	Claims	2	179669	McLoughlin & Eardley Corp	1,552.17	
			501 - 594 21 64 501		Vehicles - Public Safety	1,552.17	
5495	07/23/2014	Claims	2	179670	Jack R Moore	1,015.20	
			001 - 524 20 41 000		Professional Services	1,015.20	
5496	07/23/2014	Claims	2	179671	Serena Mynatt	54.83	
			001 - 517 90 49 003		Employee Wellness (supplies)	54.83	
5497	07/23/2014	Claims	2	179672	Nat'l Parks/conservation	65.00	
			105 - 594 72 64 000		Books & Materials	65.00	
5498	07/23/2014	Claims	2	179673	O'Reilly Auto Parts	26.03	
			001 - 522 20 48 000		Repairs/maint-equip	26.03	
5499	07/23/2014	Claims	2	179674	Oasys	2,791.78	
			001 - 514 23 45 000		Operating Rentals/leases	867.57	
			001 - 524 20 31 000		Off/oper Supps & Books	536.92	
			001 - 558 60 31 000		Supplies/books	536.92	
			105 - 572 20 48 020		Repair/maintenance-equip	313.45	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/23/2014 To: 07/23/2014

Time: 13:27:43 Date: 07/18/2014  
Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 595 10 31 000		- Supplies	536.92	
5500	07/23/2014	Claims	2	179675	Oliver-Hammer Clothes	190.83	
			102 - 536 20 35 010		- Safety Equipment	190.83	
5501	07/23/2014	Claims	2	179676	Owen Equipment Company	483.37	
			412 - 537 80 49 015		- Training	483.37	
5502	07/23/2014	Claims	2	179677	Pacific Power Batteries	6.22	
			401 - 535 80 31 010		- Operating Supplies	6.22	
5503	07/23/2014	Claims	2	179678	Pat Rimmer Tire Ctr Inc	4,272.34	
			001 - 522 20 48 000		- Repairs/maint-equip	162.70	
			001 - 522 20 48 000		- Repairs/maint-equip	863.00	
			412 - 537 50 48 000		- Repairs/maint-equip	1,533.15	
			412 - 537 50 48 000		- Repairs/maint-equip	27.13	
			412 - 537 50 48 000		- Repairs/maint-equip	90.09	
			412 - 537 50 48 000		- Repairs/maint-equip	862.49	
			103 - 542 30 48 010		- Repair/maintenance-equip	571.99	
			103 - 542 30 48 010		- Repair/maintenance-equip	16.46	
			101 - 576 80 48 021		- Equipment	145.33	
5504	07/23/2014	Claims	2	179679	Petty Cash-Debra Peterson	68.79	
			105 - 572 20 31 010		- Supplies	27.90	
			105 - 572 20 34 000		- Summer Reading Program	15.38	
			105 - 572 20 41 000		- Professional Services	13.00	
			105 - 572 20 42 010		- Postage	1.71	
			105 - 594 72 64 000		- Books & Materials	10.80	
5505	07/23/2014	Claims	2	179680	Platt	28.86	
			401 - 535 50 48 050		- Maint Of General Equip	28.86	
5506	07/23/2014	Claims	2	179681	Proquest	173.86	
			105 - 572 20 51 001		- Library Info Databases	173.86	
5507	07/23/2014	Claims	2	179682	Protech Automotive	130.87	
			001 - 518 20 48 000		- Repair & Maintenance	130.87	
5508	07/23/2014	Claims	2	179683	Public Utility Dis No1	2,123.83	
			001 - 521 20 47 000		- Public Utilities	20.80	
			001 - 522 50 47 000		- Public Utilities	196.16	
			401 - 535 80 47 000		- Public Utilities	227.45	
			102 - 536 20 47 000		- Public Utilities	78.43	
			412 - 537 80 47 000		- Public Utilities	44.02	
			103 - 542 63 47 000		- Public Utilities	54.19	
			105 - 572 20 47 000		- Public Utilities	30.97	
			101 - 576 80 47 000		- Riverfront	280.60	
			101 - 576 80 47 010		- Community Ctr	85.67	
			101 - 576 80 47 020		- Senior Center	284.95	
			101 - 576 80 47 040		- Train	20.80	
			101 - 576 80 47 050		- Hammer Square	135.55	
			101 - 576 80 47 051		- Bingham / Memorial	105.04	
			101 - 576 80 47 053		- Other Utilities	43.97	
			101 - 576 80 47 070		- City Hall	515.23	
5509	07/23/2014	Claims	2	179684	Puget Sound Energy	16,829.12	
			103 - 542 63 47 000		- Public Utilities	16,829.12	
5510	07/23/2014	Claims	2	179685	Rohlinger Enterprises Inc	21.94	
			401 - 535 80 31 010		- Operating Supplies	21.94	
5511	07/23/2014	Claims	2	179686	Seawestern Fire Fighting Equip	886.63	
			001 - 522 20 48 000		- Repairs/maint-equip	786.63	
			001 - 522 20 48 000		- Repairs/maint-equip	100.00	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/23/2014 To: 07/23/2014

Time: 13:27:43 Date: 07/18/2014  
Page: 8

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5512	07/23/2014	Claims	2	179687	Sedro-Woolley Auto Parts	70.80	
					001 - 522 20 31 000 - Operating Supplies	36.86	
					412 - 537 80 31 000 - Operating Supplies	11.23	
					412 - 537 80 31 000 - Operating Supplies	22.71	
5513	07/23/2014	Claims	2	179688	Sedro-Woolley Veterinary Care	105.00	
					001 - 521 20 41 001 - Professional Services	105.00	
5514	07/23/2014	Claims	2	179689	Seven Sisters Inc	4,166.62	
					001 - 522 50 48 010 - Repairs/maint-dorm	335.61	
					001 - 522 50 48 030 - Repair/maint-station	335.61	
					425 - 531 50 48 000 - Repairs/maintenance	326.78	
					401 - 535 50 48 000 - Maintenance Contracts	3,168.62	
5515	07/23/2014	Claims	2	179690	Sjostrom Law Office	2,476.00	
					425 - 531 50 31 000 - Operating Supplies	99.04	
					401 - 535 80 49 040 - Misc-filing Fees/lien Exp	1,609.40	
					412 - 537 80 49 020 - Misc-filing Fees/lien Exp	767.56	
5516	07/23/2014	Claims	2	179691	Skagit 911	25,622.43	
					001 - 521 20 51 030 - 911 Contracted Services	20,143.86	
					001 - 522 20 51 000 - Central Dispatch	5,478.57	
5517	07/23/2014	Claims	2	179692	Skagit CD	360.85	
					425 - 531 50 41 002 - Contracted Services	360.85	
5518	07/23/2014	Claims	2	179693	Skagit Co District Court	2,119.00	
					001 - 512 50 51 000 - Municipal Court Prob.	950.00	
					001 - 512 50 51 001 - District Court Surcharge	1,169.00	
5519	07/23/2014	Claims	2	179694	Skagit County Auditor	384.00	
					401 - 535 80 49 040 - Misc-filing Fees/lien Exp	192.00	
					412 - 537 80 49 020 - Misc-filing Fees/lien Exp	192.00	
5520	07/23/2014	Claims	2	179695	Skagit DV & SA Services	647.52	
					001 - 565 50 51 000 - Sk Domestic Violence	647.52	
5521	07/23/2014	Claims	2	179696	Skagit Farmers Supply	53.02	
					103 - 542 30 31 010 - Operating Supplies-propane	53.02	
5522	07/23/2014	Claims	2	179697	Skagit Regional Clinics	175.00	
					001 - 522 20 41 010 - Prof Service-medical Exams	90.00	
					401 - 535 80 41 000 - Professional Services	85.00	
5523	07/23/2014	Claims	2	179698	Skagit Surveyors &	1,630.00	
					104 - 595 30 63 030 - Const Third St Overlay TIB	390.00	
					104 - 595 30 63 031 - Const Third St Overlay PUD	1,107.50	
					104 - 595 61 63 035 - Const Third St Sidewalks TIB	132.50	
5524	07/23/2014	Claims	2	179699	Solid Waste Systems Inc	500.41	
					412 - 537 50 48 000 - Repairs/maint-equip	500.41	
5525	07/23/2014	Claims	2	179700	Sparkle Shop Laundries	171.98	
					001 - 521 20 26 010 - Uniform Cleaning	27.12	
					001 - 521 20 26 010 - Uniform Cleaning	120.98	
					001 - 522 20 49 030 - Misc-laundry	23.88	
5526	07/23/2014	Claims	2	179701	Staples Business Advantage	46.43	
					001 - 521 20 31 002 - Office/operating Supplies	46.43	
5527	07/23/2014	Claims	2	179702	Stiles & Stiles	2,914.00	
					001 - 512 50 41 010 - Municipal Court Judge	2,864.00	
					001 - 521 20 41 001 - Professional Services	50.00	
5528	07/23/2014	Claims	2	179703	Strider Const Co Inc	742,479.42	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/23/2014 To: 07/23/2014

Time: 13:27:43 Date: 07/18/2014  
Page: 9

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					101 - 594 76 61 001 - Bingham Park	11,463.33	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	637,521.93	
					104 - 595 30 63 081 - Const-SR20 Cook Realign PU	48,018.81	
					104 - 595 61 63 050 - Const SR20/Cook Sidewalks '	37,454.66	
					104 - 595 65 63 000 - Const Park & Ride SR20/Coc	8,020.69	
5529	07/23/2014	Claims	2	179704	Summit Law Group	27.00	
					001 - 513 10 41 000 - Negotiations	27.00	
5530	07/23/2014	Claims	2	179705	Paul Taylor	93.45	
					001 - 521 20 27 000 - Retired Medical	93.45	
5531	07/23/2014	Claims	2	179706	Payment Center Thomson Reuters -- West	249.60	
					001 - 515 30 41 002 - Westlaw Services	249.60	
5532	07/23/2014	Claims	2	179707	Traffic Safety Supply Co	3,708.97	
					103 - 542 64 31 001 - Painting & Striping Supplies	1,004.20	
					101 - 594 76 61 001 - Bingham Park	2,704.77	
5533	07/23/2014	Claims	2	179708	True Value	875.03	
					001 - 521 20 31 002 - Office/operating Supplies	2.80	
					001 - 522 20 31 010 - Office Supplies	44.44	
					001 - 522 20 48 000 - Repairs/maint-equip	41.19	
					001 - 522 50 48 010 - Repairs/maint-dorm	71.59	
					001 - 522 50 48 010 - Repairs/maint-dorm	18.97	
					401 - 535 80 31 010 - Operating Supplies	29.28	
					401 - 535 80 31 010 - Operating Supplies	15.18	
					401 - 535 80 31 010 - Operating Supplies	11.91	
					401 - 535 80 31 010 - Operating Supplies	67.77	
					102 - 536 20 48 030 - Repair/maintenance-land	27.11	
					412 - 537 80 31 000 - Operating Supplies	21.12	
					412 - 537 80 31 000 - Operating Supplies	44.43	
					412 - 537 80 31 000 - Operating Supplies	26.88	
					103 - 542 30 31 000 - Operating Supplies	13.00	
					101 - 576 80 31 001 - Operating Sup - Riverfront	3.79	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	97.64	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	14.63	
					101 - 576 80 32 000 - Auto Fuel/diesel	19.51	
					401 - 594 35 64 001 - Portable Equipment	303.79	
5534	07/23/2014	Claims	2	179709	Uline	359.42	
					412 - 537 80 31 000 - Operating Supplies	359.42	
5535	07/23/2014	Claims	2	179710	United Laboratories	293.22	
					103 - 542 30 31 000 - Operating Supplies	293.22	
5536	07/23/2014	Claims	2	179711	Util Underground Loc Ctr	86.24	
					401 - 535 80 31 010 - Operating Supplies	86.24	
5537	07/23/2014	Claims	2	179712	WA St Dept Of Transport	5,998.79	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	5,998.79	
5538	07/23/2014	Claims	2	179713	Wapato Police Department	1,500.00	
					001 - 523 60 51 000 - Prisoners	1,500.00	
5539	07/23/2014	Claims	2	179714	Washington Federal	38,837.32	
					101 - 594 76 61 001 - Bingham Park	603.33	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	33,508.53	
					104 - 595 30 63 081 - Const-SR20 Cook Realign PU	2,332.02	
					104 - 595 61 63 050 - Const SR20/Cook Sidewalks '	1,971.30	
					104 - 595 65 63 000 - Const Park & Ride SR20/Coc	422.14	
5540	07/23/2014	Claims	2	179715	Washington State Patrol	102.50	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/23/2014 To: 07/23/2014

Time: 13:27:43 Date: 07/18/2014  
Page: 10

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo	
			001 - 521 20 51 000		Intergov Svc-gun Permits	82.50		
			401 - 535 80 41 000		Professional Services	20.00		
<b>5541</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179716</b>	<b>Washington Tractor</b>		<b>1,024.58</b>	
			102 - 536 20 48 040		Repair/maint-equip & Bldg	14.98		
			103 - 542 30 48 010		Repair/maintenance-equip	566.91		
			501 - 548 30 31 000		Operating Supplies	33.58		
			501 - 548 30 31 000		Operating Supplies	13.11		
			101 - 576 80 48 021		Equipment	396.00		
<b>5542</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179717</b>	<b>Waste Management Of Skgt</b>		<b>8,245.06</b>	
			412 - 537 60 47 010		Recycling - Household	8,245.06		
<b>5543</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179718</b>	<b>Widener And Associates</b>		<b>1,447.60</b>	
			001 - 595 10 41 000		Professional Services	1,447.60		
<b>5544</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179719</b>	<b>Wood's Logging Supply Inc</b>		<b>415.01</b>	
			001 - 521 20 31 002		Office/operating Supplies	94.36		
			001 - 521 20 48 000		Repairs & Maintenance	24.71		
			001 - 522 20 35 000		Small Tools & Minor Equip	24.93		
			001 - 522 20 35 000		Small Tools & Minor Equip	22.20		
			001 - 522 20 35 000		Small Tools & Minor Equip	22.77		
			401 - 535 50 48 010		Maintenance Of Lines	48.83		
			102 - 536 20 31 010		Operating Supplies	22.23		
			102 - 536 20 31 010		Operating Supplies	27.11		
			102 - 536 20 35 010		Safety Equipment	21.65		
			103 - 542 30 31 000		Operating Supplies	8.84		
			103 - 542 30 31 000		Operating Supplies	36.24		
			103 - 542 30 48 010		Repair/maintenance-equip	48.16		
			101 - 576 80 35 010		Safety Equipment	12.98		
<b>5545</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179720</b>	<b>Carol Worthen</b>		<b>9,803.26</b>	
			425 - 531 50 41 002		Contracted Services	9,803.26		
<b>5548</b>	<b>07/23/2014</b>	<b>Claims</b>	<b>2</b>	<b>179721</b>	<b>Laura Recker</b>		<b>10.00</b>	
			101 - 362 40 10 000		Space/facility Rent-rv Parks	-10.00		
			001 Current Expense Fund			66,602.17		
			101 Parks & Facilities Fund			22,994.95		
			102 Cemetery Fund			1,503.45		
			103 Street Fund			25,956.10		
			104 Arterial Street Fund			819,792.70		
			105 Library Fund			4,983.09		
			401 Sewer Fund			17,759.31		
			412 Solid Waste Fund			24,884.37		
			425 Stormwater			10,855.22		
			501 Equipment Replacement Fund			1,598.86		
			* Transaction Has Mixed Revenue And Expense Accounts			996,930.22	Claims:	996,930.22





JUL 23 2014

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

**AMENDMENT #1  
ORIGINAL AGREEMENT #C20140238**

City of Sedro-Woolley, hereinafter called "Agency", and Skagit County, hereinafter called "County", agree to amend Agreement No. C20140238, as set forth below under "Terms of Amendment". All other terms and conditions of the original contract shall remain in effect.

**TERMS OF AMENDMENT:**

In addition to services defined in the original Agreement, Geographic Information Professional Services shall be added to the Technical Services Section (Exhibit B). Geographic Information Professional Services are defined as follows:

**10 Geographic Information Professional Services [66]**

**10.1 Scope**

County will provide geographic services to the Customer on a per project basis as requested by the Customer. These services may include the following tasks:

- project administration
- data collection
- data acquisition
- data creation
- data formatting
- data analysis
- data maintenance
- writing legal descriptions
- creating statistical reports
- software development
- database development
- training
- map creation

**10.2 Assumptions**

**Establishing Work Orders:** Each project shall fully specify the services and deliverables to be provided in a work order. The work order shall also indicate the estimated cost and any other additional terms and conditions applicable to the service. The work estimates are only estimates and may not reflect the actual cost to complete the work order. The County will promptly inform the Customer if actual costs will exceed the work order estimate by 20% or more. Work will commence only after both the service specification and the cost estimate have been agreed to and approved by the Customer. Costs resulting from changes (Change Orders) to the service specification contained on a work order will be amended on the work order and approved by both parties. All work orders are to be governed by the terms of this Agreement.

**Change Orders:** Any modifications or supplements to an existing work order shall be considered as a Change Order. All Change Orders shall be mutually agreed upon, in writing, in advance of the effective date of the requested change(s).

**Acceptance of Completed Work:** Upon completion of the work order, the product shall be delivered to the Customer for final inspection. The Customer has ten calendar days to inspect the product and notify, in writing, the County of any product errors, omissions, flaws, or incomplete work. If no errors are brought to the attention of the County within ten calendar days, the work order shall be considered complete and the Customer becomes solely responsible for the product. It shall be the County's responsibility to resolve product errors reported within the ten day inspection period at the County's expense. In situations where the error occurred due to a vague or ill-defined work order, the error shall be considered a change order and the Customer shall pay for the corrections to be made.

**Delegation of Work Order Assignments:** The County shall have the sole discretion to assign projects to the appropriate personnel considering personnel strengths, experience, work schedule and work load.

**Time Tracking and Reporting:** The County will track employee, time, and cost for each unique issue or work request. Each time the Customer communicates with the Provider to identify an issue or task that needs to be performed, a work order is created by the County. The Customer acknowledges that the County may give priority to completing its tasks and work assignments as a Skagit County Department and the Customer understands that its work order may be interrupted and delayed due to priority County business needs.

### 10.3 Compensation

**Service Rates:** Rates are based on actual costs for services not fixed rates. Actual costs include overtime salary, benefits, and material costs. Employees are paid at different rates depending on their job classification and seniority. The County shall assign personnel based on the complexity of the task and resource availability. All efforts shall be made by the County to minimize costs to the Customer where possible. Labor rates may also change due to natural step increases or unexpected changes outside the budget process, such as, union negotiations, change in personnel, change in the County employee's salary and benefits, or other unexpected costs. If requested, the County will make available to the Customer a copy of the detailed expense report generated from the Providers' financial system. Before any work shall commence, a work order must be completed and submitted to the Provider.

**Overhead Costs:** Skagit County has an objective to ensure all costs of services provided to partner agencies are billed in full, including an indirect cost rate to cover overhead. The rate for the provided services is set at 14.1% for 2014. Invoices sent to the Customer shall include the salary and benefits, materials, and a 14.1% overhead cost. The overhead percentage shall be applied to the salary and benefits portion of the invoice. The rate may change periodically as new adjustments are applied and this contract shall use whatever is most current at the time of invoicing.

### 10.4 Service Specific Terms and Conditions

**Product Archival and Retention:** The Provider is not responsible for the backup, retention, or archive of products provided to the Customer. It is the Customers' responsibility to define the deliverables in the work order and maintain any hard copy or digital records furnished by the County. In the event that the Customer requests from the County another copy of the product(s), and the County is able to do so, the County shall be financially compensated for their actual costs to create and deliver a copy of the product(s).

**Map and Data Limitations:** The County makes no warranty, expressed or implied, concerning the map or data's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the products provided to the Customer. All products and data is expressly provided "as is" and with all faults. The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any maps or data.

**Spatial Map Accuracy Limitations:** Electronic spatial data can be printed or represented at various scales other than the original source of the data. The Customer is responsible for adhering to industry standard mapping practices when using data received from the County. These practices specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets.

**Data Updates:** In situations where the County is asked by Customer to maintain digital data sets, it is the Customers' responsibility to notify the County when changes need to be made to a specific data set. It is also the Customers' responsibility to supply the County with the necessary documentation prior to posting the revision to the data set.

**Data Interpretation:** Data created by the County is developed and maintained solely for specific business functions. Use or interpretation of this data by the Customer or others is solely their responsibility.

#### **10.5 Indirect Technical Services**

There are no indirect technical services that this service relies upon.

#### **10.6 Security Level of this Service**

This service is a professional service. Therefore, no classification rating is required.

GOVERNMENT AGENCY:

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Title of Signatory

(Date \_\_\_\_\_)

---

Print Name of Signatory

Mailing Address:

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

\_\_\_\_\_  
Skagit County Treasurer

\_\_\_\_\_  
Geoffrey Almvig, Geographic Information Services

Approved as to form:

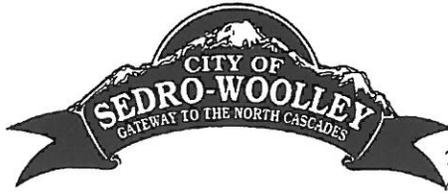
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

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

Approved as to budget:

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



CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 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

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MEMO TO: City Council and Mayor Mike Anderson  
FROM: Mark Freiberger, PE, Director of Public Works  
RE: **Possible Bid Award  
Public Works Agreement No. 2014-PW-19  
2014 Police Evidence Garage Repainting Project**  
DATE: July 17, 2014 (for Council action July 23, 2014)

**ISSUE:**

Shall the council move to award and authorize the mayor to execute the attached Public Works Agreement No. 2014-PW-19 for the 2014 Police Evidence Garage Repainting Project to 5 Star Services Inc. of Burlington, WA in the amount of \$2,159.12 (including sales tax)?

**BACKGROUND:**

On July 8, 2014, bids closed for the 2014 Police Evidence Garage Repainting Project. Four bids were received for the project. The Final Bid Comparison prepared by our office is attached.

**DISCUSSION:**

The apparent low bidder is 5 Star Services Inc. of Burlington, WA with a bid of \$2,159.12 (including sales tax). Based on the final bid comparison as attached and a review of references we recommend award of the bid.

**FINANCIAL:**

Funds for this project are available from Account 101 Repairs/Maintenance line item, budgeted at \$2,500.

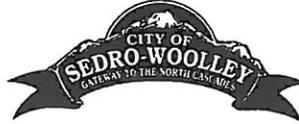
**MOTION:**

***Move to award and authorize the Mayor to execute the attached Public Works Agreement No. 2014-PW-19 for the 2014 Police Evidence Garage Repainting Project to 5 Star Services Inc. of Burlington, WA in the amount of \$2,159.12 (including sales tax).***



**2014 POLICE EVIDENCE GARAGE REPAINTING PROJECT  
FINAL BID COMPARISON**

<b>Bid Date: JULY 8, 2014, 2:00PM</b>		<b>5 Star Services Inc.</b>		<b>Kaplan Homes Unlimited</b>		<b>Satisfaction Guaranteed Painting Co., LLC.</b>		<b>Lower 48 Contracting/Painting Inc.</b>			
By: Mark Freiberger, PE, Director of Public Works		<b>Burlington, WA</b>		<b>Sedro-Woolley, WA</b>		<b>Deming, WA</b>		<b>Redmond, WA</b>			
	QUANT	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
Police Evidence Garage Repainting Project		1.00	LS	1,989.97	1,989.97	6,717.51	6,717.51	8,700.00	8,700.00	9,910.00	9,910.00
<b>SUBTOTAL</b>					1,989.97		6,717.51		8,700.00		9,910.00
<b>TAX 8.5%</b>					169.15		570.99		739.50		842.35
<b>TOTAL BID</b>					<b>2,159.12</b>		<b>7,288.50</b>		<b>9,439.50</b>		<b>10,752.35</b>
<b>NOTES:</b>											
1. MRSC											
2. CORRECTIONS											
				Yes		Yes		Yes		Yes	
				Yes		Yes		No		No	



## PUBLIC WORKS AGREEMENT 2014-PW-19

### Project Name: 2014 Police Evidence Garage Repainting Project

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **5 Star Services Inc.**, 9455 Chuckanut Drive, Burlington, WA 98233 (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **Police Evidence Garage Repainting**

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

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

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

and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

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

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

### III. PAYMENT

A. The City agrees to pay the Contractor **\$2,159.12**

B. The Contractor will be paid on the basis of invoices for work satisfactorily completed per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

C. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

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

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

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

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **August 31, 2014**.

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

C. Scope of project: **Per Request for Proposals dated 6/24/2014 and Bid Proposal form dated 7/8/2014.**

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

E. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and

against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

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

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

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

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

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

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

Approved as to form:

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

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

- \_\_\_\_\_ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
  
- \_\_\_\_\_ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
  
- \_\_\_\_\_ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

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

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

Designate below the type of investment selected:

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- \_\_\_\_\_ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

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

---

(Contractor's Signature)

Date

---

Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

**INSTRUCTIONS**

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

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Signature & Title

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

ATTESTED BY:

\_\_\_\_\_  
City Clerk

Approved as to form:

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

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

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

# EXHIBIT A



## 2014 Police Evidence Garage Repainting Project BID PROPOSAL

Proposals due: July 8, 2014, 2:00 PM

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

We, the undersigned, hereby agree to bid the following per the "Request for Proposals – 2014 Police Evidence Garage Repainting Project":

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Police Evidence Garage Repainting Project	1.00	LS		\$1,989.97
	<b>SUBTOTAL</b>				\$1,989.97
	<b>SALES TAX 8.5%</b>				\$168.89 <i>168.15</i>
	<b>TOTAL BID</b>				\$-2,158.86
					\$ <i>2159.12</i>

### SPECIAL PROVISIONS

- 1 Paint Specified is Benjamin Moore Regal® Select Exterior Paint — MoorLife® Flat Finish (105) or city approved equivalent.
- 2 Main Body color is Texas Leather, Trim Color TBD.
- 3 Caulk to be used is OSI Quad.
- 4 All work to be completed by September 15, 2014.

BIDDER NAME:

5 Star Services Inc.

ADDRESS:

9455 chuckanut dr

Burlington WA 98233

CONTACT NAME:

Anna Ostapchuk

SIGNATURE:

*Anna Ostapchuk*

TELEPHONE:

360-395-8508

EMAIL:

Annaostapchuk@yahoo.com

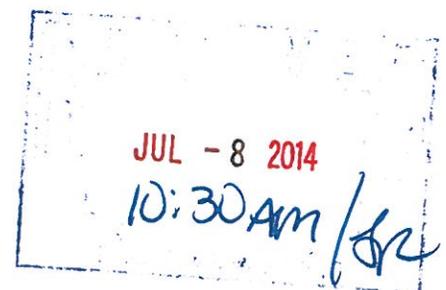
UBI NUMBER:

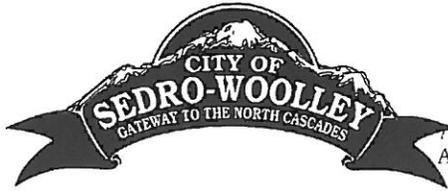
603-300-905

REQUIRED ENCLOSURE(S):

Statement of Bidder's Qualification

*[Signature]*





CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 23 2014

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 38

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

Mark A. Freiberger, PE  
Director of Public Works

---

MEMO TO: City Council and Mayor Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Possible Contract Award**  
**Eterra Power Screen Model No. EPS01-86**  
**Skid Steer Solutions Inc.**  
DATE: July 17, 2014 (for Council action July 23, 2014))

**RECOMMENDATION:**

The Public Works Department Solid Waste Division recommends that a contract in the amount of \$14,500.00, plus sales tax, be awarded to Skid Steer Solutions of Bellingham, WA, for one (1) ETERRA Power Screen Model No. EPS01-86.

**BACKGROUND:**

On June 26, 2014, the city advertised for bids for One (1) ETERRA Power Screen Model No. EPS01-86. Bids closed on July 10, 2014 with one bid received.

The sole bid from Skid Steer Solutions Inc. meets the specifications.

This unit will be used to perform annual screening of street sweeping waste. Currently, the city rents a screener twice a year. Ownership of the unit will allow for better work flow and will pay for itself in rental savings over a period of 6 years. Ownership will also allow us to keep stockpiles at a more manageable level.

**FINANCIAL:**

The purchase is budgeted from our solid waste division budget:

Other Improvements 594.37.61.000.412, with a budget total of \$35,000.00.

The proposed award will total \$14,500.00 plus sales tax which is under the budgeted amount. Delivery and invoicing of the unit will be by the end of the month.

**MOTION:**

***Move to award and authorize the Public Works Director to issue a purchase order in the amount of \$14,500, plus sales tax, to Skid Steer Solutions of Bellingham, WA, for one (1) ETERRA Power Screen Model No. EPS01-86.***



**PURCHASE ORDER  
CITY OF SEDRO-WOOLLEY**

Purchase Order No. 2014-PO-12

Product ETERRA Power Screen Model No. EPS01-86

Vendor Name Skid Steer Solutions Inc.

Vendor Address 2314 East Bakerview Road, Suite 102, Bellingham, WA 98226

Vendor Contact Robert Leib Phone 360-303-6186 Email Rob@skidsteersolutions.com

Ship To City of Sedro-Woolley, 315 Sterling Street, Sedro-Woolley, WA 98284

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

City Contact Leo Jacobs Phone 360-661-6449 Email ljacobs@ci.sedro-woolley.wa.us

City Department Solid Waste Budget (BARS) No. 594.37.61.000.412

**DESCRIPTION OF PRODUCT**

Per Attached Bid Proposal: Skid Steer solutions dated: July 10, 2014

**COMPENSATION**

LUMP SUM – Compensation for the product will be on a Lump Sum price basis, not to exceed \$14,500.00 plus WSST without written authorization.

**Equipment and Selling Price Summary:**

Screener  
ETERRA Power Screen  
Model No. EPS01-86

**Subtotal: \$ 14,500.00 Plus WSST**

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

By 30 days

In accordance with the attached schedule.

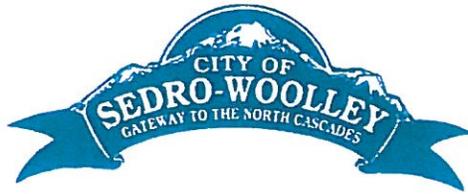
**APPROVED**

CITY OF SEDRO-WOOLLEY

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

Signature \_\_\_\_\_

Date \_\_\_\_\_



**BID PROPOSAL**  
**ETERRA Power Screen MODEL NO. EPS01-86**  
**or Approved Equivalent**  
**Bids due by 2:00PM July 10, 2014**

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

We, the undersigned, hereby agree to furnish the following per the specifications, F.O.B. City of Sedro Woolley: **ETERRA Power Screen MODEL NO. EPS01-86**

Screener Type	Estimated Quantity	Base Unit Price	Price per unit
Screener ETERRA Power Screen MODEL NO. EPS01-86	1	\$14,500.00	\$14,500.00

**BIDDER COMPANY NAME:** Skid Steer Solutions  
**ADDRESS:** 2314 East Baker View Rd. Suite 102  
Brilliant WA 98226  
**TELEPHONE:** 866-966-2538  
**EMAIL:** Sales@SkidSteerSolutions.com  
**LICENSE NO.** \_\_\_\_\_  
**CONTACT:** Robert Leib  
**SIGNATURE:** [Signature]

Prompt Payment Discount (if applicable) \_\_\_\_\_ % \_\_\_\_\_ days, net 30.

Delivery 7 calendar days from receipt of purchase order at prices quoted.

Unit Prices are before 8.5% Sales Tax

Include Shipping in unit pricing

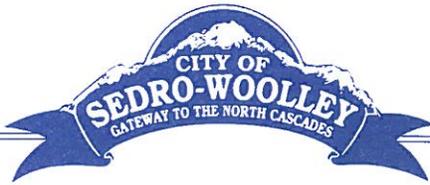
Base Unit Price per units to be based on minimum 1 each

Attach any clarifications or terms as appropriate.

JUL 23 2014

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

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SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

Name:  
Address  
Narrative:

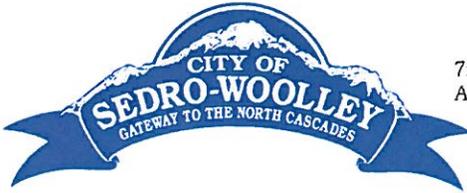
Name:  
Address:  
Narrative:

Name:  
Address:  
Narrative:

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 23 2014



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

**CITY OF SEDRO-WOOLLEY**

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

Christine Salseina  
Deputy Clerk

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MEMO TO: City Council  
FROM: Christine Salseina, Deputy Clerk  
RE: **Reports of Contracts approved under SWMC 2.104.060**  
DATE: July 23, 2014

The following agreement(s) were approved and are provided for your information:

<u>Contract</u>	<u>Purpose</u>	<u>Date</u>
<u>Dollar Amount</u>		
a. ThyssenKrupp Elevator	Mandatory Elevator	7-16-14
Per Contract	Maintenance and Testing	

# FAX

**To: facilities**

Company:

Fax: 3608550707

Phone:

**From:**

Fax:

Phone: (425) 438-0309

E-mail: kael.barnhart@thyssenkrupp.com

---

**NOTES:**

FW: Important/Mandatory Elevator Maintenance and Testing Code Changes  
& Addendum for Review and Signature

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**Date and time of transmission:** Monday, July 14, 2014 10:46:58 AM  
**Number of pages including this cover sheet:** 07

I hope that all is well. The state recently adopted a major code change and it is going to impact all the elevators in the State of Washington.

Please see the attached letter explaining some very important, mandatory code changes the state adopted recently in regards to elevator maintenance and testing. There is also an Addendum to add the new scope of work to your existing contract, and a price increase for the additional scope, labor and documentation.

The resulting code changes are adding about 2 hours of additional labor per year for basic PM tasks, and an additional 4-6 hours labor for a technician and helper to complete the Annual Category 1 Tests each year.

Please review, sign and email or fax back to me at your earliest.

Thank you,

**Kael P. Barnhart**

Senior Service Sales Representative

**ThyssenKrupp Elevator**

917 134th ST SW Suite A-8

Everett, WA 98204

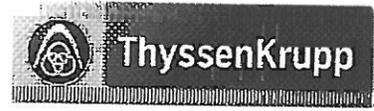
(P) 425-438-0309

(C) 206-510-6627

(F) 866-223-2709

**If you have received an inspection report, please send it in to our Everett Office to the following fax number:**

**Fax: 1-866-223-2709**



## ThyssenKrupp Elevator Americas

July 8th, 2014

Re: Elevator Maintenance - MAINTENANCE CONTROL PROGRAM (MCP)  
A17.1 Code Enforcement

As a valued ThyssenKrupp Elevator maintenance customer we want to advise you about important changes in the enforcement of the Washington State Elevator Code. The State Department of Labor & Industries recently notified the elevator industry that effective July 1, 2013 it would begin enforcement of the ANSI 17.1, 2010 code, which specifically defines an Owner's obligation to have a Maintenance Control Program (MCP) on-site. While the MCP has been required by the code for several years now, the level of enforcement and required documentation has continued to increase. The actual code reads as follows:

*8.6.1.2.1 A written Maintenance Control Program shall be in place to maintain the equipment in compliance with the requirements of 8.6. (d) The Maintenance Control Program shall be accessible to the elevator personnel and shall document compliance with 8.6. Owner; A manual shall be located within the building describing the maintenance procedures as listed in a maintenance control report (log).*

### How Does This Affect You?

- 1) Immediately upon notification of the code enforcement, ThyssenKrupp Elevator initiated extensive efforts to update our current MCP to be compliant with the state's new requirements. As of July 1, 2013 ThyssenKrupp Elevator received approval on our MCP, by the State of Washington - we are operating in full compliance as your service provider. You can see us listed as an approved service providers at: <http://www.lni.wa.gov/TradesLicensing/Elevators/ConResp/MCP/default.asp>
- 2) The MCP is a comprehensive maintenance program with many elements. Therefore we have spent time reviewing all of our Service Agreements to ensure that the service plans in place will meet these requirements. What we found is that many do not address the MCP or the A17.1 code. In order for these requirements to be covered, we need to add this scope to your service agreement.
- 3) The Code provisions listed below are items that ThyssenKrupp Elevator does not include or performed under our Service Agreements, but they are required MCP tasks. As your service provider, we will verify the tasks on the MCP log, but as the Owner, please be aware that you are required to provide the following:

A current set of Wiring Diagrams in the Machine Room (Already Provided by TKE)  
A written Emergency Evacuation Plan.  
A procedure for cleaning glass hoistways  
Quarterly Fire Service Testing (Covered Under your Contract)

Over the last 5 or 6 years Washington State has steadily increased their enforcement and adoption of the MCP section of the A17.1 code. Throughout these years ThyssenKrupp Elevator has worked with the state to meet their requirements. We have worked to alter our maintenance programs in a way so that we included the items the state requires, while NOT passing the costs on to our customers.

Page 2  
July 14, 2014

There is an added cost for the code required testing, inspections, documentation, maintenance and repairs needed to meet the current enforcement of the 2010 17.1 code. Some of the additional items that ThyssenKrupp will need to perform as part of this are:

- Additional people to perform the Annual Fire Service Testing.
- Additional people/ equipment needed to perform the Hydraulic overpressure testing annually.
- Additional documentation of 8.6 and 8.11 tasks will be required by the service tech while on site.
- Emergency Light testing procedure requires more time and additional equipment to test to A17.1 code standards now.
- The testing of the two way communication devices when in a machine room and car requires additional personnel to perform to the A17.1 code standards now.

The added labor is equaling out to about 6-8 additional hours per year for each elevator.

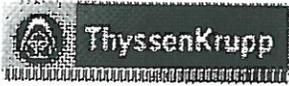
Until now we have been able to find alternate service methods and programs that improved efficiency for our technicians. This provided us the ability to absorb these added costs for our customers. Unfortunately we can no longer continue to do this without some added cost shared with our customers.

Enclosed you will find an Addendum to your Service Agreement. This Addendum will add the additional scope of the MCP to your service agreement. The added cost of the MCP including the items is outlined in the attached Addendum. Please sign and return this Addendum no later than July 25th, 2014.

Please note we will continue to provide you with services according to your existing maintenance agreement if you do not sign the addendum; however, it will be at the same level you received prior to July 2013. Additional tasking or work required due to the MCP requirements and enforcement will be excluded.

Should you have any further questions about the Maintenance Control Program or your agreement, please contact your local ThyssenKrupp Elevator Office, by calling 425-438-0309.

Account Manager : Kael Barnhart  
Branch Manager: Todd Folden  
Service Manager: Robert Pauslen



# Maintenance Agreement Addendum

## Scope Revision to include the Maintenance Control Program

ThyssenKrupp Elevator and Sedro Woolley Municipal Building hereby amend and supplement their duly executed and existing elevator Maintenance agreement dated 9/6/2008 contract number(s) US54293, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

### Amended Scope of Services.

ThyssenKrupp Elevator will perform service in accordance with our written Maintenance Control Program. This program shall meet or exceed the requirements of ASME A17.1-2010 Code, Section 8.6 and 8.11 and the applicable WAC Codes that are in affect at the time of the signing of this Addendum. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided onsite with each controller as required by code. The work shall be completed in accordance with the ThyssenKrupp Elevator maintenance procedures that have been reviewed and approved by the State of Washington, Department of Labor and Industries, Elevator Division as of July 2013. We will also perform the Category 1 testing on hydraulic elevators only outlined in ASME A17.1 - 2010 as part of this agreement, but do not perform any Category 3 or 5 tests as part of this agreement unless such tests are specifically listed as included elsewhere in this agreement.

**Price Adjustment:** To accommodate the additional scope being added to your service agreement, ThyssenKrupp Elevator will increase the price of this service agreement by \$68.98 per elevator, per month, excluding taxes. Price shall become effective as of 7/25/2014 for a new 36 month term. This amount shall be the revised price of your existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

### Acceptance:

Your acceptance of this addendum and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below. No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

### ThyssenKrupp Elevator Corporation:

By: \_\_\_\_\_  
(Signature of Authorized Individual)

Kael P. Barnhart  
Senior Service Sales Rep  
July 7th, 2014  
(Date Submitted)

Sedro Woolley Municipal Building

By: [Signature]  
(Signature of Authorized Individual)

ERON GEM  
(Print or Type Name)

CITY SUPERVISOR  
(Print or Type Title)

7-14-2014  
(Date of Approval)

### ThyssenKrupp Elevator Corporation: Management Approval

By: \_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Title)

\_\_\_\_\_  
(Date of Approval)



STATE OF WASHINGTON  
DEPARTMENT OF LABOR AND INDUSTRIES  
PO Box 44480 • Olympia Washington 98504-4480

## Technical Clarification

### Emergency Evacuation Plans

April 28, 2014

The code requires that every building that has an elevator has an emergency evacuation plan.

What does that mean? It means that if you have an elevator in your building you must have a written plan on how to get someone out of a stalled elevator (not how to get them out of the building).

If your process is to either call 911 or to call the elevator company, then you need to put that in writing and distribute it to on-site personnel. It can be as simple as one sheet of paper titled "Emergency Evacuation Plan", which states to call 911 or the elevator company at xxxxxxxxx.

If you want on-site personnel to evacuate persons from a stalled elevator, your plan will be more in depth and will require documented training and tracking of whom is trained to do the evacuation.

**Since the code requires the evacuation plans to be available to authorized elevator and emergency personnel, you must either:**

- **Have someone on site that will show the inspector the plans;**
- **Post the plan in the machine room; or**
- **Post signage in the machine room to indicate where the plan is located.**

#### **8.6.11.5 Emergency Evacuation Procedures for Elevators**

**8.6.11.5.1** The evacuation of passengers from stalled elevators shall be performed only by authorized, elevator and emergency personnel (see 1.3) in compliance with the procedures specified in 8.6.11.5.2 through 8.6.11.5.6.

**8.6.11.5.2** A written emergency evacuation procedure shall be made and kept on the premises where an elevator is located.

**8.6.11.5.3** The procedure shall identify the hazards. The procedure shall also detail the safety precautions utilized in evacuating passengers from a stalled elevator.

**8.6.11.5.4** All authorized personnel who are assigned to assist in evacuating passengers from a stalled elevator, and all persons who use special purpose personnel elevators, shall be given a copy of these procedures and all necessary training to assure that they understand and comply with the procedures.

**8.6.11.5.5** These procedures shall be available to authorized elevator and emergency personnel.

**8.6.11.5.6** A record of authorized personnel trained, and all persons who use special purpose personnel elevators, as specified in 8.6.11.5.4, shall be kept on the premises where the elevator is located and shall be available to the authority having jurisdiction.

Note (8.6.11.5)

See ASME A17.4, Guide for Emergency Personnel