

Next Ord: 1797-14
Next Res: 906-14

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

September 24, 2014

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar1-28

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

- a. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
 - Claim Checks #180022 to #180101 plus EFT's in the amount of \$243,167.63
 - Payroll Checks #58289 to #58302 plus EFT's in the amount of \$183,357.30
- d. Professional Services Agreement – First Insurance Agency

4. Public Comment.....29

UNFINISHED BUSINESS

NEW BUSINESS

5. Ordinance amending Section 8.04.075 of the Sedro-Woolley Municipal Code to allow for Every Other Week Residential Garbage Service (*1st reading*).....31-37

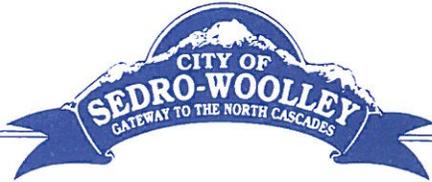
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

SEP 24 2014

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



DATE: September 24, 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 September 24, 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.

SEP 24 2014

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
September 10, 2014 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Councilmembers: Kevin Loy, Brenda Kinzer, Germaine Kornegay, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Leo Jacobs, Solid Waste Supervisor, and Fire Chief Klinger.

City Supervisor/Attorney Berg informed the Council in the absence of the Mayor and Mayor Pro Tem, RCW 35A .12.110 establishes a process for the Council to pick its own member to preside over the meeting.

Councilmember Lemley moved to appoint Kevin Loy to conduct the meeting. Seconded by Councilmember Kinzer. Motion carried (6-0).

Councilmember Loy took the presiding chair.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #179927 – 180021 in the amount of \$225,670.43
 - Payroll Checks #58266 plus EFT's in the amount of \$13,953.42
 - Payroll Checks #58267 to #58287 Plus EFT's in the amount of \$260,706.23 (Void Check #58269)
- Resolution 905-14 Appointing Members to the Lodging Tax Advisory Committee

Councilmember Lemley moved to accept the updated consent calendar. Seconded by Councilmember Galbraith. Motion carried (6-0).

Public Comment

Ed Blanton – 309 Hawthorne St., addressed the Council regarding his concerns on the lack of left turn lanes on Highway 20 and Cook Road. He also questioned who from the Washington State Department of Transportation made the decision.

It was noted the Washington State Department of Transportation is managed by the Northwest Region, Mount Baker office out of Burlington and the decision regarding the left turn lanes was a condition of the project. Discussion ensued to include Mr. Blanton and Councilmembers on the role of the Council and signage.

UNFINISHED BUSINESS

NEW BUSINESS

Solid Waste Division Draft Pilot Project for Every Other Week Garbage Collection

City Supervisor/Attorney Berg reviewed a proposal from the Utility Committee regarding the expiration of the contract with Waste Management in September, 2015. The proposal is to run a 6 month pilot project for every other week garbage service. The pilot area would be Talcott Street from Walley to Railroad, Brickyard Lane and Brickyard Boulevard areas. The goal would be to run garbage and recycling with City Staff on an every other week period. He noted the goal will be to show the benefit of reduced truck traffic and to increase the amount of recycling. There would be no change to the recycling or yard waste program during the pilot project. Berg noted this would be a good hedge in future rate increases.

A proposed ordinance will be brought to the next meeting for Council action.

City Supervisor/Attorney Berg also reported on illegal dumping in city dumpsters. He noted staff will be reviewing the public can placement.

Some discussion ensued regarding recycle bins placed throughout town and at the skate park. Solid Waste Foreman Leo Jacobs noted the bins are not used well.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Sgt. Harris – reported on the lock down at two squatter houses. He noted they are keeping watch on vacant foreclosure houses.

Fire Chief Klinger – reported on an upcoming training session scheduled for September 27. It will be an all day event and will be a railcar derailment and oil spill training drill. He also reported on pump tests to be conducted next week. Klinger stated he had an opportunity to rent the small shelter at Riverfront Park and commended the caretaker for the great job he is doing.

City Supervisor/Attorney Berg – noted there will be an Executive Session for the purpose of real estate with possible action under RCW 42.30.110 1b. He also noted there is forward movement on the ball field and reviewed field placement and wetland issues.

Finance Director Nelson – reported the State Auditor's office is still on site. The financial audit is complete and they are now working on the accountability audit. She noted areas they are looking at are public works contracts, bidding and procurement and utility billing. They were very impressed with the police evidence building and will be wrapping up their work on site at the end of the week.

Councilmember Kornegay – reported on her attendance at the ribbon cutting for Bingham Park. She noted she was astounded of all the work that went into the project.

Councilmember Galbraith – questioned enforcement issues at the corner of Sapp and Hwy 9, noting he has received a lot of complaints.

Councilmember Lemley – reminded Council of the upcoming Founders Day celebration with the final bank robbery reenactment. The Janicki family is being honored after the reenactment and the car show will be on Sunday at Riverfront Park with the anticipation of 300 cars.

Councilmember Sandström – discussed a recent letter to the Editor by Don Smith regarding train activity. He has inquired and has an answer regarding the loud noises referenced in the letter. He also requested enforcement action to the County for cleanup of the County trestle property behind high school.

Councilmember Galbraith – reported as a personal point of interest his family connection to the 1914 bank robbery. He noted the robbers fled to Acme to hide out and his great grandfather was shot and killed by the robbers.

Councilmember Loy – reported on the 2nd Annual Skate Board Challenge. He also reported on his visit to a marijuana store in Conway and showed pictures and explained pricing of the products.

Discussion ensued regarding potential grow facilities.

EXECUTIVE SESSION

The meeting adjourned to executive session at 7:55 P.M. for approximately 10 minutes.

The meeting reconvened at 8:10 P.M.

Councilmember Galbraith moved to authorized the issuance of a manual check in the amount of \$27,500 (plus the city's closing costs) payable to Land Title & Escrow and authorize the mayor to sign related documents to close the purchase of this property. Seconded by Brett Sandström. Motion carried (6-0).

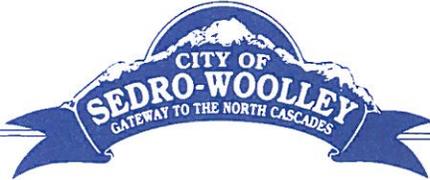
Phil Fusselman - 710 Sterling St. addressed the Council regarding the proposed garbage pickup.

Councilmember Lemley moved to adjourn. Seconded by Councilmember Galbraith. Motion carried (6-0).

The meeting adjourned at 8:12 P.M.

SEP 24 2014

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



DATE: September 24, 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 September 24, 2014.

Motion to approve Claim Checks #180022 to #180101 plus EFT'S in the amount of \$243,167.63.

Motion to approve Payroll Checks #58289 to #58302 plus EFT's in the amount of \$183,357.30.

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

09/11/2014 To: 09/24/2014

Time: 13:54:39 Date: 09/19/2014
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7126	09/24/2014	Claims	2	EFT	US Bank -- Purchase Cards	6,230.06	
					621 - 389 50 00 000 - Unapplied Cash - Suspense	70.56	
					621 - 389 50 00 000 - Unapplied Cash - Suspense	75.00	
					001 - 513 10 43 000 - Meals/Travel	569.00	
					001 - 515 30 43 000 - Travel/Meals	240.50	
					001 - 515 30 49 001 - Tuition/Registration	220.00	
					001 - 518 80 31 001 - Repair & Maintenance Sup	36.46	
					001 - 518 80 31 001 - Repair & Maintenance Sup	25.98	
					001 - 518 80 31 001 - Repair & Maintenance Sup	4.65	
					001 - 518 80 31 001 - Repair & Maintenance Sup	66.16	
					001 - 518 80 42 021 - Internet Services	54.80	
					001 - 518 80 49 000 - Software Maint & Support	86.79	
					001 - 521 20 31 002 - Office/Operating Supplies	14.98	
					001 - 521 40 43 000 - Travel	504.07	
					001 - 521 40 43 000 - Travel	243.62	
					001 - 521 40 49 000 - Tuition/Registration	400.00	
					001 - 522 20 31 000 - Operating Supplies	275.00	
					001 - 522 20 31 000 - Operating Supplies	275.00	
					001 - 522 20 35 000 - Small Tools & Minor Equip	375.84	
					001 - 522 20 41 030 - Investigation	10.00	
					001 - 522 20 48 000 - Repairs/Maint-Equip	354.08	
					401 - 535 80 31 010 - Operating Supplies	73.75	
					401 - 535 80 41 000 - Professional Services	85.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	149.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	15.00	
					412 - 537 80 31 000 - Operating Supplies	113.76	
					412 - 537 80 31 000 - Operating Supplies	15.96	
					412 - 537 80 31 000 - Operating Supplies	-16.26	
					412 - 537 80 31 010 - Office Supplies	22.55	
					412 - 537 80 49 015 - Training	185.63	
					105 - 572 20 31 010 - Supplies	387.24	
					105 - 572 20 43 000 - Travel	358.05	
					101 - 576 80 31 001 - Operating Sup - Riverfront	144.64	
					101 - 576 80 31 001 - Operating Sup - Riverfront	54.43	
					001 - 594 21 64 000 - Machinery & Equipment	66.15	
					109 - 594 21 64 109 - Equipment	368.82	
					109 - 594 21 64 109 - Equipment	43.92	
					105 - 594 72 64 000 - Books & Materials	10.84	
					105 - 594 72 64 001 - Books - Skagit County	206.89	
					105 - 594 72 64 001 - Books - Skagit County	203.12	
					001 - 595 10 31 000 - Supplies	120.43	
					001 - 595 10 31 000 - Supplies	9.77	
7127	09/24/2014	Claims	2	EFT	WA State Dept Of Revenue	10,856.15	
					001 - 522 20 31 000 - Operating Supplies	44.45	
					401 - 535 80 44 010 - Taxes & Assessments	4,914.15	
					102 - 536 20 44 010 - Taxes And Assessments	260.40	
					412 - 537 80 44 001 - Taxes & Assessments	5,488.21	
					105 - 572 20 44 010 - Taxes & Assessments	7.55	
					101 - 576 80 44 010 - Taxes And Assessments	127.26	
					105 - 594 72 64 000 - Books & Materials	14.13	
6959	09/15/2014	Claims	2	180022	Land Title & Escrow Co.	2,000.00	
					425 - 597 00 25 425 - Stormwater Reserve	2,000.00	
7128	09/24/2014	Claims	2	180023	American Fleet Main LLC	533.49	
					001 - 522 20 48 000 - Repairs/Maint-Equip	533.49	
7129	09/24/2014	Claims	2	180024	Andgar	488.05	
					101 - 576 80 48 015 - Library	488.05	
7130	09/24/2014	Claims	2	180025	Aramark Uniform Services	25.68	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			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	
7131	09/24/2014	Claims	2	180026	Assoc Petroleum Products		9,231.28
			001 - 518 20 32 000		Auto Fuel	61.11	
			001 - 521 20 32 000		Auto Fuel	1,625.89	
			001 - 522 20 32 000		Auto Fuel/Diesel	934.48	
			001 - 523 20 32 000		Auto Fuel	124.74	
			425 - 531 50 32 000		Vehicle Fuel	139.08	
			401 - 535 80 32 000		Auto Fuel/Diesel	99.60	
			401 - 535 80 32 000		Auto Fuel/Diesel	238.95	
			102 - 536 20 32 000		Auto Fuel/SDiesel	110.89	
			102 - 536 20 32 000		Auto Fuel/SDiesel	63.83	
			412 - 537 80 32 000		Auto Fuel/Diesel	2,315.24	
			412 - 537 80 32 000		Auto Fuel/Diesel	1,631.52	
			103 - 542 30 32 000		Auto Fuel/Diesel	208.80	
			103 - 542 30 32 000		Auto Fuel/Diesel	188.00	
			103 - 542 30 32 000		Auto Fuel/Diesel	276.77	
			103 - 542 30 32 000		Auto Fuel/Diesel	359.93	
			101 - 576 80 32 000		Auto Fuel/Diesel	180.80	
			101 - 576 80 32 000		Auto Fuel/Diesel	671.65	
7132	09/24/2014	Claims	2	180027	Association Of WA Cities		3,079.44
			001 - 521 20 27 000		Retired Medical	3,079.44	
7133	09/24/2014	Claims	2	180028	Bay City Supply		1,944.33
			101 - 576 80 31 001		Operating Sup - Riverfront	171.88	
			101 - 576 80 31 003		Operating Sup - Parks Shop	171.93	
			101 - 576 80 31 004		Operating Sup - Comm Cente	257.82	
			101 - 576 80 31 005		Operating Sup - Senior Ctr	257.82	
			101 - 576 80 31 006		Operating Sup - City Hall	515.65	
			101 - 576 80 31 006		Operating Sup - City Hall	30.65	
			101 - 576 80 31 006		Operating Sup - City Hall	121.76	
			101 - 576 80 31 007		Operating Sup - Library	171.88	
			101 - 576 80 31 008		Operating Sup - Memorial	85.94	
			101 - 576 80 31 009		Operating Sup - Bingham Par	85.94	
			101 - 576 80 48 021		Equipment	73.06	
7134	09/24/2014	Claims	2	180029	Blumenthal Uniform & Equip		637.10
			001 - 521 20 26 000		Uniforms/Accessories	604.77	
			001 - 521 20 26 000		Uniforms/Accessories	32.33	
7135	09/24/2014	Claims	2	180030	Boulder Park Inc		1,463.95
			401 - 535 80 35 020		Solids Handling	1,463.95	
7136	09/24/2014	Claims	2	180031	CPI Plumbing & Heating		231.85
			101 - 576 80 48 005		Senior Center	231.85	
7137	09/24/2014	Claims	2	180032	Carl's Towing Inc		193.13
			001 - 521 20 41 001		Professional Services	193.13	
7138	09/24/2014	Claims	2	180033	Cascade Natural Gas Corp		331.54
			001 - 521 20 47 000		Public Utilities	10.60	
			001 - 522 50 47 000		Public Utilities	36.21	
			401 - 535 80 47 000		Public Utilities	33.52	
			412 - 537 80 47 000		Public Utilities	12.50	
			101 - 576 80 47 010		Community Center	10.60	
			101 - 576 80 47 052		Bingham Caretaker	16.29	
			101 - 576 80 47 070		City Hall	211.82	
7139	09/24/2014	Claims	2	180034	Chemsearch		356.13
			401 - 535 50 48 050		Maint Of General Equip	356.13	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7140	09/24/2014	Claims	2	180035	Code Publishing Inc	175.91	
					001 - 511 30 34 000 - Code Book	175.91	
7141	09/24/2014	Claims	2	180036	Community Action Of Sk County	505.67	
					001 - 562 00 51 030 - Skagit Comm Action Agency	505.67	
7142	09/24/2014	Claims	2	180037	Crystal Springs	29.33	
					401 - 535 80 31 010 - Operating Supplies	29.33	
7143	09/24/2014	Claims	2	180038	Cues	694.77	
					401 - 535 50 48 010 - Maintenance Of Lines	694.77	
7144	09/24/2014	Claims	2	180039	Data Base Records Destruction LLC	109.08	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 514 23 31 000 - Supplies	22.39	
					001 - 521 20 31 002 - Office/Operating Supplies	44.78	
					001 - 524 20 31 000 - Off/Oper Supps & Books	6.50	
					001 - 558 60 31 000 - Supplies/Books	6.51	
					001 - 595 10 31 000 - Supplies	6.51	
7145	09/24/2014	Claims	2	180040	Databar	2,255.26	
					425 - 531 50 42 010 - Postage	90.21	
					401 - 535 80 42 015 - Postage	1,465.92	
					412 - 537 80 42 010 - Postage	699.13	
7146	09/24/2014	Claims	2	180041	David Evans & Assoc Inc	11,689.38	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	10,570.84	
					104 - 595 61 63 050 - Const SR20/Cook Sidewalks '	1,118.54	
7147	09/24/2014	Claims	2	180042	Decatur Electronics	1,320.00	
					001 - 594 21 64 000 - Machinery & Equipment	1,320.00	
7148	09/24/2014	Claims	2	180043	Dwayne Lane's North Cascade Ford	1,860.97	
					001 - 521 20 48 010 - Repair & Maint - Auto	675.37	
					001 - 521 20 48 010 - Repair & Maint - Auto	45.21	
					001 - 521 20 48 010 - Repair & Maint - Auto	221.08	
					001 - 521 20 48 010 - Repair & Maint - Auto	919.31	
7149	09/24/2014	Claims	2	180044	Dykstra Farms LLC	270.00	
					412 - 537 60 47 020 - Recycling - Yard Waste	270.00	
7150	09/24/2014	Claims	2	180045	E & E Lumber	517.41	
					001 - 522 20 31 000 - Operating Supplies	16.31	
					001 - 522 20 31 000 - Operating Supplies	5.90	
					001 - 523 20 31 000 - Office/Operating Supplies	10.16	
					412 - 537 80 31 000 - Operating Supplies	139.29	
					412 - 537 80 31 000 - Operating Supplies	59.87	
					103 - 542 30 31 000 - Operating Supplies	10.19	
					101 - 576 80 31 006 - Operating Sup - City Hall	21.42	
					101 - 576 80 31 008 - Operating Sup - Memorial	8.15	
					101 - 576 80 35 000 - Small Tools & Minor Equip	19.68	
					101 - 576 80 35 000 - Small Tools & Minor Equip	43.40	
					101 - 576 80 48 006 - Memorial Park	30.37	
					101 - 576 80 48 007 - Bingham Park	4.77	
					101 - 576 80 48 007 - Bingham Park	22.81	
					101 - 576 80 48 007 - Bingham Park	40.87	
					101 - 576 80 48 022 - Evidence Garage	19.99	
					101 - 594 76 64 001 - Holiday Displays	64.23	
7151	09/24/2014	Claims	2	180046	Edge Analytical Inc	1,154.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 41 000		Professional Services	47.00	
			401 - 535 80 41 000		Professional Services	35.00	
			401 - 535 80 41 000		Professional Services	35.00	
			401 - 535 80 41 000		Professional Services	129.00	
			412 - 537 80 41 000		Professional Services	454.00	
			412 - 537 80 41 000		Professional Services	454.00	
7152	09/24/2014	Claims	2	180047	Edm Publishers		99.49
			001 - 524 20 49 010		Misc-Dues	99.49	
7153	09/24/2014	Claims	2	180048	Enterprise Office Systems		57.27
			001 - 514 23 31 000		Supplies	8.34	
			001 - 514 23 31 000		Supplies	42.91	
			001 - 521 20 31 002		Office/Operating Supplies	6.02	
7154	09/24/2014	Claims	2	180049	FEI		64.53
			101 - 576 80 48 006		Memorial Park	64.53	
7155	09/24/2014	Claims	2	180050	Fastenal Company		10.95
			401 - 535 50 48 050		Maint Of General Equip	10.95	
7156	09/24/2014	Claims	2	180051	Firecom		1,041.60
			001 - 522 20 48 000		Repairs/Maint-Equip	1,041.60	
7157	09/24/2014	Claims	2	180052	First Insurance Agency Inc		3,500.00
			001 - 512 50 46 000		Insurance & Bonds	35.00	
			001 - 514 23 46 000		Insurance & Bonds	70.00	
			001 - 515 30 46 000		Insurance	17.50	
			001 - 521 20 46 000		Insurance	1,050.00	
			001 - 522 50 46 000		Insurance	420.00	
			001 - 524 20 46 000		Insurance	17.50	
			425 - 531 50 46 000		Insurance	175.00	
			401 - 535 80 46 000		Insurance	630.00	
			102 - 536 20 46 000		Insurance	35.00	
			412 - 537 80 46 000		Insurance	385.00	
			103 - 543 30 46 000		Insurance	105.00	
			001 - 558 60 46 000		Insurance	70.00	
			105 - 572 20 46 000		Insurance	240.00	
			101 - 576 80 46 000		Insurance	175.00	
			001 - 595 10 46 000		Insurance	75.00	
7158	09/24/2014	Claims	2	180053	Frontier Building Supply		54.25
			103 - 542 64 31 001		Painting & Striping Supplies	54.25	
7159	09/24/2014	Claims	2	180054	Frontier		922.55
			001 - 512 50 42 020		Telephone	38.46	
			001 - 513 10 42 020		Telephone	57.69	
			001 - 514 23 42 020		Telephone	57.69	
			001 - 515 30 42 001		Telephone	25.64	
			001 - 518 80 42 020		Telephone	19.23	
			001 - 521 20 42 020		Telephone	192.60	
			001 - 522 20 42 020		Telephone	70.51	
			001 - 522 20 42 020		Telephone	150.55	
			001 - 524 20 42 020		Telephone	19.23	
			401 - 535 80 42 020		Telephone	51.28	
			412 - 537 80 42 020		Telephone	25.64	
			103 - 542 30 42 020		Telephone	6.41	
			001 - 558 60 42 020		Telephone	19.23	
			105 - 572 20 42 020		Telephone	32.05	
			101 - 576 80 42 020		Telephone	12.82	
			101 - 576 80 47 010		Community Center	98.65	
			001 - 595 10 42 020		Telephone	44.87	
7160	09/24/2014	Claims	2	180055	Generator Services NW		6,922.06

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 522 20 48 000		Repairs/Maint-Equip	436.72	
			001 - 522 50 48 030		Repair/Maint-Station	436.72	
			425 - 531 50 48 000		Repairs/Maintenance	436.72	
			401 - 535 50 48 000		Maintenance Contracts	4,367.25	
			401 - 535 50 48 050		Maint Of General Equip	478.47	
			401 - 535 50 48 050		Maint Of General Equip	766.18	
7161	09/24/2014	Claims	2	180056	Geotest Services Inc	2,001.75	
			104 - 595 30 63 030		Const Third St Overlay TIB	2,001.75	
7162	09/24/2014	Claims	2	180057	Graphic Equipment Corp	723.05	
			401 - 535 50 48 050		Maint Of General Equip	723.05	
7163	09/24/2014	Claims	2	180058	Guardian NW Title & Escrow	325.50	
			112 - 515 30 41 112		Legal Services	325.50	
7164	09/24/2014	Claims	2	180059	Guardian Security	1,279.84	
			101 - 576 80 48 004		Community Center	477.40	
			101 - 576 80 48 005		Senior Center	637.44	
			101 - 576 80 48 015		Library	165.00	
7165	09/24/2014	Claims	2	180060	Hach Company	202.16	
			401 - 535 80 31 010		Operating Supplies	202.16	
7166	09/24/2014	Claims	2	180061	Honey Bucket	50.00	
			101 - 576 80 47 090		Portable Toilets	50.00	
7167	09/24/2014	Claims	2	180062	Ingram Library Services	20.95	
			105 - 594 72 64 001		Books - Skagit County	20.95	
7168	09/24/2014	Claims	2	180063	JJ's Cruisers	175.00	
			108 - 557 30 41 000		Advertising	75.00	
			108 - 557 30 41 000		Advertising	100.00	
7169	09/24/2014	Claims	2	180064	Michael Jones	725.00	
			101 - 362 40 00 000		Community Center	-525.00	
			101 - 362 40 02 000		Community Center Cleaning	-200.00	
7170	09/24/2014	Claims	2	180065	Teresa Keene	2,500.00	
			001 - 515 30 41 001		Prosecuting Attorney	2,500.00	
7171	09/24/2014	Claims	2	180066	Language Exch Inc (The)	116.00	
			001 - 512 50 41 040		Language Interpreter	116.00	
7172	09/24/2014	Claims	2	180067	MAILFINANCE	800.99	
			001 - 514 23 45 000		Operating Rentals/Leases	133.50	
			001 - 521 20 42 010		Postage	133.50	
			001 - 522 20 42 010		Postage	133.50	
			001 - 524 20 42 000		Postage	133.49	
			001 - 558 60 42 010		Postage	133.50	
			001 - 595 10 42 000		Postage	133.50	
7173	09/24/2014	Claims	2	180068	William R McCann	3,000.00	
			001 - 515 93 41 000		Indigent Defender	3,000.00	
7174	09/24/2014	Claims	2	180069	Micro Data	1,437.16	
			001 - 521 20 31 002		Office/Operating Supplies	726.65	
			001 - 521 20 31 002		Office/Operating Supplies	710.51	
7175	09/24/2014	Claims	2	180070	Jack R Moore	3,922.19	
			001 - 524 20 41 000		Professional Services	3,922.19	
7176	09/24/2014	Claims	2	180071	Newman Signs Inc	553.05	
			103 - 542 64 31 004		Street Sign Materials	553.05	
7177	09/24/2014	Claims	2	180072	North Cascade Quick Lube	40.00	

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City Of Sedro-Woolley
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 48 021		- Equipment	40.00	
7178	09/24/2014	Claims	2	180073	Oliver-Hammer Clothes	131.24	
			101 - 576 80 35 010		- Safety Equipment	131.24	
7179	09/24/2014	Claims	2	180074	Public Utility Dis No1	590.51	
			001 - 522 50 47 000		- Public Utilities	206.33	
			101 - 576 80 47 010		- Community Center	106.01	
			101 - 576 80 47 020		- Senior Center	278.17	
7180	09/24/2014	Claims	2	180075	Puget Sound Energy	10,041.43	
			103 - 542 63 47 000		- Public Utilities	10,041.43	
7181	09/24/2014	Claims	2	180076	Rohlinger Enterprises Inc	21.90	
			401 - 535 50 48 000		- Maintenance Contracts	21.90	
7182	09/24/2014	Claims	2	180077	Scientific Supply	553.06	
			401 - 535 80 31 010		- Operating Supplies	553.06	
7183	09/24/2014	Claims	2	180078	Sedro-Woolley Auto Parts	67.66	
			102 - 536 20 31 010		- Operating Supplies	5.88	
			412 - 537 50 48 000		- Repairs/maint-equip	43.38	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	18.40	
7184	09/24/2014	Claims	2	180079	Sjostrom Law Office	1,716.10	
			425 - 531 50 31 000		- Operating Supplies	68.64	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	1,115.47	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	531.99	
7185	09/24/2014	Claims	2	180080	Skagit CD	455.07	
			425 - 531 50 41 002		- Contracted Services	455.07	
7186	09/24/2014	Claims	2	180081	Skagit County Auditor	76.00	
			112 - 515 30 41 112		- Legal Services	76.00	
7187	09/24/2014	Claims	2	180082	Skagit Farmers Supply	348.01	
			412 - 537 80 31 000		- Operating Supplies	23.86	
			103 - 542 30 31 000		- Operating Supplies	141.99	
			103 - 542 30 31 010		- Operating Supplies-Propane	12.97	
			101 - 576 80 48 007		- Bingham Park	19.49	
			101 - 576 80 48 007		- Bingham Park	52.06	
			103 - 595 30 63 020		- Contracted Overlay	97.64	
7188	09/24/2014	Claims	2	180083	Skagit Law Group, PLLC	7,071.50	
			425 - 531 50 31 000		- Operating Supplies	7.80	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	126.75	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	60.45	
			109 - 594 21 62 000		- Seizure - Real Property	6,876.50	
7189	09/24/2014	Claims	2	180084	Skagit Publishing	46.13	
			001 - 511 60 31 001		- Legal Publications	46.13	
7190	09/24/2014	Claims	2	180085	Skagit Regional Clinics	145.00	
			001 - 522 20 41 010		- Prof Service-Medical Exams	145.00	
7191	09/24/2014	Claims	2	180086	Skid Steer Solutions, Inc.	15,732.50	
			412 - 594 37 61 000		- Other Improvements	15,732.50	
7192	09/24/2014	Claims	2	180087	Sparkle Shop Laundries	12.48	
			001 - 521 20 26 010		- Uniform Cleaning	6.51	
			001 - 522 20 49 030		- Misc-Laundry	5.97	
7193	09/24/2014	Claims	2	180088	Staples Business Advantage	208.34	
			001 - 521 20 31 002		- Office/Operating Supplies	106.68	
			001 - 521 20 31 002		- Office/Operating Supplies	97.87	
			001 - 521 20 31 002		- Office/Operating Supplies	3.79	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7194	09/24/2014	Claims	2	180089	Heidi Stendal	228.26	
					001 - 594 12 64 000 - Office Equipment	228.26	
7195	09/24/2014	Claims	2	180090	Stiles & Stiles	2,864.00	
					001 - 512 50 41 010 - Municipal Court Judge	2,864.00	
7196	09/24/2014	Claims	2	180091	Strider Const Co Inc	101,062.47	
					101 - 594 76 61 001 - Bingham Park	791.35	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	72,419.05	
					104 - 595 30 63 082 - Const-SR20 Cook Realign SK	1,900.00	
					104 - 595 61 63 050 - Const SR20/Cook Sidewalks '	24,372.79	
					104 - 595 65 63 000 - Const Park & Ride SR20/Co	1,579.28	
7197	09/24/2014	Claims	2	180092	Payment Center Thomson Reuters -- West	249.60	
					001 - 515 30 41 002 - Westlaw Services	249.60	
7198	09/24/2014	Claims	2	180093	Traffic Safety Supply Co	3,287.00	
					103 - 542 64 31 001 - Painting & Striping Supplies	3,287.00	
7199	09/24/2014	Claims	2	180094	True Value	433.48	
					401 - 535 50 48 050 - Maint Of General Equip	28.20	
					401 - 535 50 48 060 - Maintenance Of Buildings	147.56	
					401 - 535 80 31 010 - Operating Supplies	13.02	
					102 - 536 20 31 010 - Operating Supplies	23.85	
					103 - 542 30 31 000 - Operating Supplies	29.26	
					101 - 576 80 31 001 - Operating Sup - Riverfront	6.51	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	36.74	
					101 - 576 80 31 006 - Operating Sup - City Hall	9.31	
					101 - 576 80 31 008 - Operating Sup - Memorial	8.88	
					101 - 576 80 35 000 - Small Tools & Minor Equip	39.04	
					101 - 576 80 48 021 - Equipment	21.69	
					101 - 594 76 64 001 - Holiday Displays	69.42	
7200	09/24/2014	Claims	2	180095	Util Underground Loc Ctr	49.28	
					401 - 535 80 31 010 - Operating Supplies	49.28	
7201	09/24/2014	Claims	2	180096	WA State Dept Of Ecology	2,416.40	
					401 - 535 80 51 020 - DOE Discharge Permit	2,416.40	
7202	09/24/2014	Claims	2	180097	Wapato Police Department	100.00	
					001 - 523 60 51 000 - Prisoners	100.00	
7203	09/24/2014	Claims	2	180098	Washington Federal	5,319.08	
					101 - 594 76 61 001 - Bingham Park	41.65	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	3,811.53	
					104 - 595 30 63 082 - Const-SR20 Cook Realign SK	100.00	
					104 - 595 61 63 050 - Const SR20/Cook Sidewalks '	1,282.78	
					104 - 595 65 63 000 - Const Park & Ride SR20/Co	83.12	
7204	09/24/2014	Claims	2	180099	Washington State Patrol	99.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	99.00	
7205	09/24/2014	Claims	2	180100	Wood's Logging Supply Inc	625.65	
					001 - 522 20 48 000 - Repairs/Maint-Equip	109.20	
					102 - 536 20 31 010 - Operating Supplies	7.58	
					113 - 595 62 63 000 - Trail Construction	508.87	
7206	09/24/2014	Claims	2	180101	Xylem Water Solutions USA, Inc.	487.18	
					401 - 535 50 48 050 - Maint Of General Equip	487.18	
						35,805.10	
						8,414.81	

CITY OF Sedro-Woolley
PROFESSIONAL SERVICES AGREEMENT
Insurance Broker

SEP 24 2014

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

THIS AGREEMENT made and entered into on this 1st day of September, 2014, by and between the **CITY OF Sedro-Woolley**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and First Insurance Agency, Inc., hereinafter referred to as the "Contractor."

Contractor Business: First Insurance Agency
Contractor Address: P.O. Box 68, Mount Vernon, WA 98273
Contractor Phone: (360) 424-4559
Contractor Fax: (360) 424-7681
Contact Name Glenn Ash
Contractor e-mail: glenn@firstinsurance.com
Federal Employee ID No.: 91-0827259

Authorized City Representative for this contract:

WHEREAS, the City desires to engage the Contractor to provide Risk Management, Claim, and Insurance Brokerage Services for the City of Sedro-Woolley; and

WHEREAS, Contractor represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner; and

WHEREAS, Sedro-Woolley does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Contractor to provide the necessary services; and

WHEREAS, Contractor represents that it is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish the services to Sedro-Woolley; and

WHEREAS, funds for this purpose are authorized through Sedro-Woolley's budget appropriation;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Contractor.** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A – Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Contractor shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Contractor's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of the Agreement, then the Contractor expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Contractor.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Sedro-Woolley, belong to the City of Sedro-Woolley. Contractor retains any intellectual property rights in documents and intangible property

created by Contractor prior to engagement, or not created by Contractor for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by ~~August 31, 2015.~~

October 31,

4. **Compensation.**

A. The Contractor shall be paid by the City for Work and services which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Contractor shall be paid such amounts and in such manner as described in Exhibit B.

C. Contractor may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Contractor incurring the expense.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Three Thousand Five Hundred Dollars (\$3,500.00).

5. **Method of Payment.**

A. To obtain payment, the Contractor shall (a) file its request for payment; (b) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (c) comply with all applicable provisions of this Agreement.

B. All requests for payment should be sent to:

City of Sedro-Woolley

Attn: Eron Berg-City Supervisor

325 Metcalf Street

Sedro-Woolley, WA 98284

6. **Submission of Reports and Other Documents.** The Contractor shall submit all reports and other documents specified in Exhibit A. Contractor is specifically required to submit all information required in this Agreement not later than February 15 of each year. Said information shall be subject to review by the City, and if found to be unacceptable, Contractor shall correct and deliver to the City any deficient Work at Contractor's expense with all practical dispatch. Contractor shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Contractor ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Contractor (whether by fax, mail, delivery or other method reasonably calculated to be received by Contractor in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid in full. The Notice shall be sent by the United States Mail to Contractor's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Contractor actual notice in a timely manner, such as fax. The City does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement.

8. Changes. The City may, from time to time, unilaterally change the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by the authorized City representative for this contract, (b) be explicitly identified as a Change Order and (c) become a part of this Agreement.

9. Subletting/Assignment of Contracts. Contractor shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. Indemnification. Except as otherwise provided in this paragraph, the Contractor hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Contractor (or its employees, agents, representatives subcontractors/subconsultants) relating to this Agreement. The Contractor shall not indemnify the City for Claims caused solely by the negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) the bodily injury or damage to property for which the Contractor is to indemnify the City is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City, then the Contractor's duty to indemnify shall be valid and enforceable only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Contractor specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Contractor recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Contractor employs or engages subconsultants or subcontractors, then Contractor shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

11. Insurance.

A. Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M.Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Contractor shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$4,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$2,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Contractor providing

Professional Errors and Omissions Insurance, this paragraph may be stricken and initialed by both parties.

B. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

C. Upon written request to the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Contractor performing any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Sedro-Woolley, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

E. If the policy listed in paragraph 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This paragraph shall not apply if paragraph 11.A.4. above is stricken.)

F. Contractor certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Contractor, such types of insurance in the name of the Contractor, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the City for such cost.

12. Independent Contractor.

A. It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, and since the Contractor is an independent contractor, Contractor shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workers' Compensation), and that the Contractor agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of these obligations.

B. Any and all employees of the Contractor, while engaged in the performance of any Work, shall be considered employees of only the Contractor and not employees of the City. The Contractor shall be solely liable for any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or Contractor, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the Work.

C. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as

applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

D. Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the Work and Contractor shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. **Employment.** The Contractor warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for the City's examination all of the Contractor's records and documents with respect to all matters covered by this Agreement and, furthermore, the Contractor will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement..

15. **State of Washington Requirement.** Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

16. **Compliance with Federal, State and Local Laws.** Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

17. **Waiver.** Any waiver by the Contractor or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

18. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

19. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Contractor.

20. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

21. **Notices.**

A. Notices to the City of Sedro-Woolley shall be sent to the following address:

City of Sedro-Woolley
Attn: Eron Berg, City Supervisor, 325 Metcalf Street
Sedro-Woolley, WA 98284

B. Notices to the Contractor shall be sent to the following address:

First Insurance Agency
Attn: Glenn Ash
P.O. Box 68 / 1501 Riverside Dr.
Mount Vernon, WA 98273

22. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Skagit County.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first above written

	<i>CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.</i>
CITY OF Sedro-Woolley WASHINGTON	<i>Corporation</i> First Insurance Agency, Inc.
By: _____ Mike Anderson, Mayor	By: _____
_____	Typed/Printed Name: Duane Henson
Date	Its _____
	Date: _____
ATTEST:	

Patsy K. Nelson, Finance Director	
Date: _____	
APPROVED AS TO FORM:	

Eron Berg, City Attorney	
Date: _____	

EXHIBIT A
SCOPE OF WORK

Exhibit A
Scope of Work

Assist the City with a quality Risk Management & Loss Control Program

- Advise the City on Risk Management and Loss Control issues as they arise. Work with the insurance pool personnel on Risk Management issues which need carrier input.
- Serve as a coordinator between insurance carrier, risk managers and the City.

Market the City's Insurance needs

- Assist with completion of documents necessary for the procuring of the City's insurance coverage.
- Solicit quotes from insurance carriers, which could include conventional insurance companies and risk sharing groups.
- Review available quotes and coverage's, and advise the City on the options available along with the options for short and long term implications.
- Analyze various options for insuring deductibles, self-insured retentions, and "no-insurance".
- Continually advise the City as to the state of the insurance market place or risk sharing groups and recommend insurance programs on at least an annual basis.
- Maintain all schedules and values for the City's properties along with assisting the City with establishing values for each. The schedules shall include Real and Personal Property, Vehicles, Mobile Equipment, and other Inland Marine Schedules as needed.

Assist the City with Claims Handling

- Submit completed claim reporting form for each claim to the risk management administration.
- On all first party claims, assist with negotiations on behalf of the City with the adjuster assigned by the insurance carrier. Advise the City as to best possible settlement the City should expect to receive from the insurance carrier. Negotiate based on the plan of settlement agreed to by the City.
- If any claim generates any need for a claims review committee the Broker shall, at the City's request, serve on such a committee as an advisor to the City.
- In the event of third party claims, Broker will, at the City's request, advise the City from an insurance point of view and serve as a coordinator with claims adjusters, attorneys, and insurance carrier claims representatives.

Miscellaneous Services

- Obtain Certificates of Insurance.
- Review contracts and lease agreements regarding insurance requirements.
- Review all coverage forms and advise the City on coverage interpretations.
- Review any building plans for new or remodel construction and advise the City of changes needed to bring about the best possible insurance rate while also minimizing potential loss.
- Advise the City in coverage determinations.
- Perform any additional reasonable, related services and/or duties as may be needed during the term of this contract.

EXHIBIT B
COMPENSATION

Exhibit B

Compensation:

The City shall pay the Contractor a fixed sum of Three thousand, Five Hundred Dollars a year (\$3,500.00).

EXHIBIT C
REIMBURSABLE EXPENSES

Exhibit C

Eligible Expenses:

No reimbursable expenses are allowed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Insurance Agency Inc 1501 Riverside Dr/PO Box 68 Mount Vernon, WA 98273	CONTACT NAME: Glenn Ash	
	PHONE (A/C, No. Ext): 360-424-4559 FAX (A/C, No): 360-424-7681	
	E-MAIL ADDRESS: glenn@firstinsurance.com	
INSURED First Insurance Agency Inc WA PO Box 68 Mount Vernon, WA 98273	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Allied Insurance	42579
	INSURER B: Allied Group	
	INSURER C: Allied Insurance	
	INSURER D: Westport Insurance Corp	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 00011739-258544 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	ACPBPO7553418511	05/02/2014	05/02/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			ACP BPO 7553418511	05/02/2014	05/02/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ACPBPO7553418511	05/02/2014	05/02/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions L			WED4WA010631401	06/09/2014	06/09/2015	per person \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Sedro-Woolley 325 Metcalf Street Sedro Woolley, WA 98284	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Glenn C Ash</i> (GCA)
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ACORD 25 (2010/05)

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Printed by GCA on September 08, 2014 at 12:16PM

First Insurance Agency Inc
 1501 Riverside Dr/PO Box 68
 Mount Vernon, WA 98273

Invoice

DATE	INVOICE #
09/08/2014	2151

BILL TO
City of Sedro-Woolley Attn: Eron Berg 325 Metcalf St Sedro Woolley, WA 98284

TOTAL	ENCLOSED
\$3,500.00	

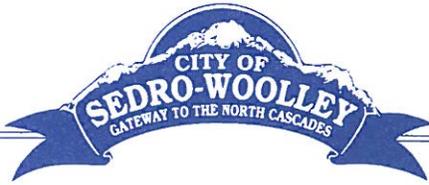
AGENT	DUE DATE
GCA	09/25/2014

DESCRIPTION	AMOUNT
Broker Fee agency	3,500.00
<i>Annual Broker Fee- Payable to First Insurance Agency, PO Box 68, Mount Vernon, WA 98273</i>	
TOTAL	\$3,500.00

Please remit to:
 First Insurance Agency Inc
 1501 Riverside Dr/PO Box 68
 Mount Vernon, WA 98273
 360-424-4559
 License Number:

SEP 24 2014

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

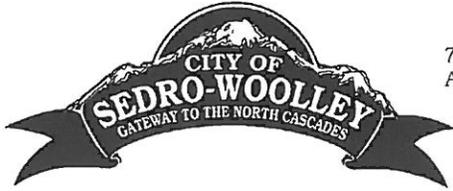


SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

SEP 24 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) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Solid Waste Rate changes
DATE: September 24, 2014

ISSUE: Should the Council adopt the draft ordinance adjusting solid waste rates to accommodate residential every other week service?

BACKGROUND: This item was discussed at the September 10, 2014 meeting and is on your agenda tonight for a first reading. Unless the council directs otherwise, this ordinance is noted for a public hearing and possible action on October 8, 2014.

The city's contract with Waste Management for curbside recycling terminates at the end of August, 2015. Between now and then, the City Council will have to decide the best approach to recycling within the city.

Leo Jacobs has presented a proposal to offer garbage services on an every other week basis and to test that idea in a pilot project that would commence later this fall and run through next spring. The concept is that the city could use its existing crews and trucks to handle both garbage and recycling if we alternate those services. The savings would accrue both to our streets through less use and to our garbage utility rates by keeping costs down. The pilot project would be used to determine the feasibility of every other week service in Sedro-Woolley.

The draft ordinance includes a new rate schedule for every other week service.

RECOMMENDATION: *Following the public hearing:* Motion to adopt Ordinance ____-14, an ordinance amending the residential rate schedule to include an every other week rate.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8.04.075 OF THE SEDRO-WOOLLEY MUNICIPAL CODE TO ALLOW FOR EVERY OTHER WEEK RESIDENTIAL GARBAGE SERVICE

WHEREAS, the cost of doing business continues to increase; and

WHEREAS, the City's contract for recycling service expires next year resulting in the question of the best approach to recycling; and

WHEREAS, the solid waste division of public works has requested the opportunity to pilot every other week garbage service to determine if it would be feasible as a means to absorbing the recycling service in an efficient and cost effective manner; and

WHEREAS, the City Council desires to balance the financial stability and fiscal sustainability of its utilities with the services needed by the community; and

WHEREAS, pursuant to RCW 35.21.157, notice of this pending rate change was published in the City's newspaper of record on September 29, 2014 and October 6, 2014 and a public hearing was held on October 8, 2014; and

WHEREAS, the City Council finds that adoption of the user fees set forth in this ordinance will support the operation of the refuse collection system with the lowest possible rates; and

WHEREAS, the City Council finds that it is in the interests of the public health, safety and welfare to adopt the fee schedules set forth below, now therefore;

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

Section 1: SWMC 8.04.075A is amended to read as follows:

8.04.075 Collection charges.

Charges for refuse and garbage collection and disposal shall be compulsory. Charges not paid within twenty-five days of billing date shall be delinquent and the charge may become a lien against the property which is serviced by the garbage collection and disposal system. The city, at its discretion, may also reduce or eliminate service on delinquent accounts.

A. Residential:

1. Table 1: The charges for regular weekly garbage service shall be as follows:

Monthly Charge with One Pickup Per Week

Type of Service	Garbage	Recycling	Total
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Monthly Charge with One Pickup Per Week

Type of Service	Garbage	Recycling	Total
Residential, 20-gal. can	\$ 8.68	\$2.60	\$11.28
Residential, 32-gal. can	16.42	2.60	19.02
Residential, 68-gal. can	23.81	2.60	26.41
Residential, 96-gal. can	31.80	2.60	34.40
Residential, low income	80% of applicable residential rate		

Table 2: The charges for regular every other week garbage service shall be as follows:

Monthly Charge with One Pickup Every Other Week

Type of Service	Garbage	Recycling	Total
Residential, 20-gal. can	\$ 4.34	\$2.60	\$6.94
Residential, 32-gal. can	8.21	2.60	10.81
Residential, 68-gal. can	11.91	2.60	14.51
Residential, 2 68-gal cans	23.82	2.60	26.42
Residential, 96-gal. can	15.90	2.60	18.50
Residential, 2 96-gal cans	31.80	2.60	34.40
Residential, low income	80% of applicable residential rate		

Section 2. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

Section 3. The effective date of this Ordinance shall be November 30, 2014, which is more than 45 days following the published notice to ratepayers.

Passed and approved this ____ day of _____, 2014.

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Filed with the City Clerk:	September 18, 2014
Public Hearing:	October 8, 2014
First Reading:	September 24, 2014
Second Reading:	October 8, 2014
Passed by the City Council:	
Date of Publication:	
Effective Date:	

SEP 10 2014

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

TO: Mark Freiberger, DIRECTOR OF PUBLIC WORKS
FROM: Leo Jacobs, Solid Waste & Fleet Supervisor
DATE: September 4, 2014
RE: Draft pilot project to collect Garbage Every Other Week or (EOW)

Mark,

In our recent discussions over the last several Months we are considering collecting our own curbside recycling and yard waste when the contract expires in September of 2015. With that in mind, we would like to propose a pilot project. The project is a test to see if we can collect garbage on an every other week basis. If we are successful at collecting the garbage we could then alternate with recycling services thus saving our roads and monies for our customers.

Pilot Project Overview:

The Solid Waste Department proposes to do a pilot project for the months of October 2014 thru March of 2015 for every other week garbage service in these select locations around the city, totaling 100-150 customers. The areas we are considering are Talcott Street from Walley to Railroad. Brickyard Lane and Brick Yard Blvd areas.

During this pilot project we will evaluate the operational and customer impacts of EOW residential garbage pickup. If the pilot is approved. We would propose the time frame to be from October 2014 thru March of 2015 this shall give us the proper amount of time to inform our citizens with proper notifications to the affected customers.

The emphasis will be to show the benefits of reduced truck traffic and increase the amount of recycling. There will be no change to the Recycling or Yard waste program.

During the pilot we will accommodate customers' requests for bigger cans and or extra service if they cannot make it at any time during the pilot.

We will ask that the customer in the pilot do a survey at the end of the pilot to let us know what they think of the new program.