

Next Ord: 1807-14
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

November 25, 2014

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar 1-22

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 #180428 to #180511 plus EFT's in the amount of \$221,636.08
 - Payroll Checks #58362 to #58376 plus EFT's in the amount of \$184,523.06
- d. Ordinance 1806-14 – 2014 Budget Amendment #3
- 4. Public Comment.....23

PUBLIC HEARING

- 5. Ordinance – 2015 Budget (2nd reading).....25-41
- 6. Ordinance to consider forming a Transportation Benefit District (TBD) for street maintenance and improvement projects within the City (2nd reading).....43-57

UNFINISHED BUSINESS

- 7. Property Tax Levy Ordinances (3rd reading).....59-77

NEW BUSINESS

- 8. Pedestrian Interference Ordinance (1st reading).....79-85

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

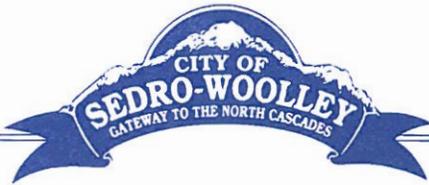
- 9. Minor contracts approved under SWMC 2.104.060.....87-118

EXECUTIVE SESSION/YES

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

NOV 25 2014

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



DATE: November 25, 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 November 25, 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.

NOV 25 2014

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
November 12, 2014 – 7:00 P.M. – Council Chambers

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting (Including November 5, 2014 Worksession)
- Finance
 - Claim Checks #180282 – 180427 in the amount of \$665,122.10
 - Payroll Checks #58341 to #58361 Plus EFT's in the amount of \$260,328.84
- Final Acceptance – Contract 2013-PW-03 2014 Thirst Street Sidewalk and Pavement Improvements Project – Strider Construction, Inc.
- Interlocal Agreement with Skagit County – Provision of Community Services for 2015
- Setting Public Hearing – 2015 Budget Ordinance
- Use of MRSC's Statewide Vendor Roster – Approving the MRSC Small Works, Consultant and Vendor Roster Contract and Ordinance 1798-14 Establishing Procedures Relating to Purchasing and Establishing a Vendor List Process for the Purchasing of Supplies, Materials and Equipment

Councilmember Galbraith moved to approve the consent calendar A through G. Seconded by Councilmember Kornegay. Motion carried (6-0).

Councilmember Kinzer arrived at 7:03 P.M.

Public Comment

No comments received.

PUBLIC HEARING

Property Tax Levy Ordinances

Finance Director Nelson reviewed the voter approved bond tax revenues for the Public Safety Building and the General Property Tax. She also reviewed three ordinances for 1% increase, 0% increase and the maximum 2.44% increase and addressed past banking of tax, noting that November 30th is the deadline for submitting to Skagit County. She

reported on the Upper Skagit Indian withdrawal of tax exempt status for 2015 as well as the new development with Skagit Valley Medical's request for tax exempt status and the impact it will have on the City budget due to a refund of property taxes the hospital has paid within the past four years of approximately \$44,000. Finance Director Nelson recommended the public hearing be held but postpone any vote until the next meeting to give time for more definitive and a better understanding of the consequences on the budget as well as the taxpayers of the city.

A discussion ensued regarding providing services not being paid for, history of the request, discussion with hospital administrators and lease excise tax.

Councilmember Galbraith moved to open the public hearing and vote on the property tax levy at the next meeting. Seconded by Councilmember Kornegay. Motion carried (7-0).

The Mayor opened the public hearing at 7:14 P.M.

Howard Green – 309 Reed Street, spoke in opposition of any tax increase. He noted he was on a fixed income and stated to cut budgets like he has to.

Mayor Anderson closed the public hearing at 7:15 P.M.

Councilmember Loy clarified the deadline date.

City Supervisor/Attorney Berg spoke on the impact of the tax exempt status to a 0% tax increase.

Ordinance Increasing Utility Rates by the Consumer Price Index (CPI)

- a. *Sewer*
- b. *Storm Drainage*
- c. *Solid Waste*

City Supervisor/Attorney Berg introduced Utility Rate Increases for Sewer, Storm Drainage and Solid Waste by the Consumer Price Index. He spoke of a tight budget for uncontrolled costs such as PERS contribution, Unemployment, L&I rates and medical rates as part of a bargaining unit contract. Berg noted the amount of the CPI does not fully fund the utilities without having to subsidize and next year Council will not have this option.

Discussion was held regarding future rate increases and the pilot project for Solid Waste.

Mayor Anderson opened the public hearing on Sewer, Storm Drainage and Solid Waste at 7:22 P.M.

Howard Green – 309 Reed St., addressed the Council again in opposition of any increases and inquired about the cost of medical insurance for City employees.

Discussion ensued regarding the actual amount of the increase for each utility.

Harold Beitler – 1017 Wicker Road, addressed the Council regarding volume based billing for sewer. He noted it has been discussed numerous times over the years.

Discussion ensued regarding software programs between the City and PUD not aligned, rate analysis review within the 2015 budget, summer water use and rainwater collection.

Mayor Anderson closed the public hearing at 7:35 P.M.

a. Sewer

Councilmember Wagoner moved to approve Ordinance No. 1799-14 An Ordinance Increasing the Fees and Charges for Use of the City of Sedro-Woolley Sanitary Sewer System by the Consumer Price Index. Seconded by Councilmember Kornegay. Motion carried (6-1, Councilmember Loy opposed).

b. Stormwater

Councilmember Wagoner moved to approve Ordinance No. 1800-14 An Ordinance Amending the Fees and Charges for Use of the City of Sedro-Woolley Storm and Surface Water Utility System by the Amount of the Consumer Price Index. Seconded by Councilmember Kornegay. Motion carried (6-1, Councilmember Loy opposed).

c. Solid Waste

Councilmember Wagoner moved to approve Ordinance No. 1801-14 An Ordinance Amending Section 8.04.075 of the Sedro-Woolley Municipal Code to Increase Solid Waste Utility Rates and Charges by the Consumer Price Index. Seconded by Councilmember Kornegay. Discussion held. Motion carried (6-1, Councilmember Loy opposed).

Ordinance Amending SWMC 5.06.020 Imposing the City Utility Tax on Domestic Water

City Supervisor/Attorney Berg reviewed the *Wenatchee v. Chelan County PUD* case and reviewed the proposal to implement a city tax on water with a portion of the proceeds to pay down the refunded bonds for city hall. The recommendation for the remaining funds would be to place it in a council-restricted reserve fund for critical infrastructure which could include infrastructure to support economic development and job creation, be match for a state or federally funded infrastructure project, or to address failing infrastructure that could result in liability for the taxpayers.

Mayor Anderson opened the public hearing at 7:47 P.M.

Harold Green – expressed opposition to the tax.

George Wolner – Hwy 9, commented on the effect of increases on the senior citizens and inquired if there was a way of giving relief to lower income seniors.

It was noted that the City of Sedro-Woolley does have an exemption for qualified seniors for their City utilities.

Bob Powell – PUD General Manager noted that PUD's do have the ability to offer a senior exemption but the currently do not offer such an exemption.

Discussion ensued regarding determination of the 7.5%, utility rate on other utilities, and neighboring cities tax rate.

Tina Wolner – 1641 State Route 9, questioned PUD General Manager Powell regarding the ability for a senior exemption.

Mayor Anderson closed the public hearing at 7:55 P.M.

Council discussion ensued regarding use of the tax to save money, user tax, remainder into a designated fund and the average water billing for a family of 4.

Bob Powell – PUD General Manager addressed the Council regarding looking at the percentage figure in actual dollars and cents based on the bill. He noted PUD is neutral on the tax and it would be handled as a pass through line item.

Council discussion continued regarding not being the highest and current utility tax rates.

Councilmember Galbraith moved to approve Ordinance 1802-14 An Ordinance Amending SWMC 5.06.020 to Impose the City Utility Tax on Domestic Water at 6%. Motion carried (6-1, Councilmember Loy opposed).

UNFINISHED BUSINESS

Ordinances Amending SWMC 9.42.010 and SWMC 9.46.020 Regarding Disorderly Conduct

City Supervisor/Attorney Berg reviewed the second reading of a request from the City Prosecutor. Berg reviewed the changes to specific codes in order to address noise violations within residential neighborhoods from 10:00 P.M. to 6:00 A.M.

Discussion ensued regarding what brought on the requested change,

George Wolner – addressed offensive language and politically correct language becoming a cultural matter and limits to the ordinance.

Councilmember Sandström moved to approve Ordinance 1803-14 An Ordinance of the City of Sedro-Woolley Amending Sedro-Woolley Municipal Code 9.46.020. Councilmember Kornegay seconded. Motion carried (7-0).

Councilmember Sandström moved to approve Ordinance No. 1804-14 An Ordinance of the city of Sedro-Woolley Amending Sedro-Woolley Municipal Code 9.42.010 to Protect Free Speech. Seconded by Councilmember Galbraith. Motion carried (7-0).

Ordinance Adding a New Section to SWMC 10.44 Regarding No Parking on Grass in City Rights-of-Way and Unattended Trailers

City Supervisor/Attorney Berg reviewed the second reading of the proposed ordinance regarding no parking on grass in City Rights-of-Way and Unattended Trailers.

Council discussion took place to include the penalty, notification period and visitors overstaying the 72 hours. Police Chief Tucker noted the penalty would be a parking ticket and there would be a period of time to notify offenders.

Councilmember Wagoner moved to approve Ordinance No. 1805-14 An Ordinance Adding a New Section to SWMC 10.44 Regarding No Parking on Grass in City Rights-of-Way and Unattended Trailers. Councilmember Galbraith seconded. Motion carried (7-0).

NEW BUSINESS

Ordinance to Consider Forming a Transportation Benefit District (TBD) for Street Maintenance and Improvement Projects within the City

City Supervisor/Attorney Berg reviewed the draft ordinance for consideration of a Transportation Benefit District (TBD). He noted a public hearing has been scheduled for November 25th. Berg listed the improvement projects the city has completed over the past seven years. The purpose of the TBD would be to fund street maintenance and improvement projects within the city. He also pointed out the downfall of not having funds for grant match.

Council discussion was held regarding Transportation Improvement Board projects and funding and the pitfalls of turning a project away.

Tony Splane – 714 Sapp Road, addressed Council noting he has a family car that is seldom used and noted there should be an exemption for seldom used cars or cars of certain age.

City Supervisor/Attorney Berg read a listing of vehicles that would be considered exempt.

A discussion was held on round about designs.

2015 Budget

Finance Director Nelson reviewed the proposed budget ordinance which details each fund as presented and discussed at the November worksession. She noted all funds were balanced prior to notification of the refund due to Skagit Valley Hospital and utility tax on water. Minor changes will have to be made to the budget to include these items.

City Supervisor/Attorney Berg requested any Council changes in the next draft. Discussion ensued regarding the amount budgeted for the Riverfront Caretakers Cottage,

crew time being a premium, amount for budget, fence at Bingham Park and the purpose of the repair and maintenance fund.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Tucker – reported on the completion of oral boards for new hires. He also presented a timeline of officers with fully functioning officers by September/October of next year and noted there are some good candidates. He also reported that Officer Vollans will be leaving for the Secret Service and stated he looks forward to his success. Tucker stated he will be working again at The Place. He feels the more focus to the kids the less problems there are.

Planning Director Coleman – reported they are gearing up for a big year in planning with some big land use issues. The Building Department has also been very busy up at Sauk Mountain View Estates. Six houses currently in process with more to start.

City Supervisor/Attorney Berg – stated the agenda for the next meeting included a first read on the pedestrian interference ordinance. He also requested Council action for the State of Washington Amendment 1, for fire service provided to the North Cascades Gateway Center.

Councilmember Wagoner moved to authorize the Mayor to sign an amendment to the State of Washington Contract No. 2009-NCG-001. Seconded by Councilmember Galbraith. Motion carried (7-0).

Councilmember Loy – questioned the number of officers needing to be hired.

Councilmember Wagoner – announced the upcoming playoff game for the Sedro-Woolley Cubs on Friday night.

Councilmember Sandström – addressed a letter received regarding empty buildings that are doing the City a disservice. He referred to a program on code enforcement to go after some of these buildings.

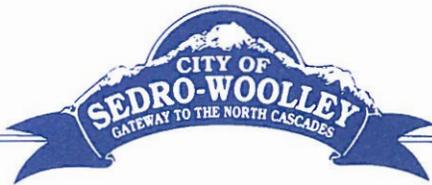
Harold Beitler – told the Council some history of the Police Department budget from 1955. He noted the police budget was \$35,000 with 4 members of the department and 1 radio.

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

The meeting adjourned at 9:12 P.M.

NOV 25 2014

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



DATE: November 25, 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 November 25, 2014.

Motion to approve Claim Checks #180428 to #180511 plus EFT's in the amount of \$221,636.08.

Motion to approve Payroll Checks #58362 to #58376 plus EFT's in the amount of \$184,523.06.

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

11/25/2014 To: 11/25/2014

Time: 08:37:05 Date: 11/21/2014

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8690	11/25/2014	Claims	2		EFT US Bank -- Purchase Cards	5,037.49	
					001 - 513 10 43 000 - Meals/Travel	18.63	
					001 - 513 10 43 000 - Meals/Travel	18.73	
					001 - 515 30 41 000 - Professional Services	379.52	
					001 - 515 30 43 000 - Travel/Meals	240.50	
					001 - 517 90 49 003 - Employee Wellness (supplies)	8.98	
					001 - 517 90 49 003 - Employee Wellness (supplies)	94.00	
					001 - 518 80 31 000 - Office/Operating Supplies	65.29	
					001 - 518 80 31 000 - Office/Operating Supplies	44.44	
					001 - 518 80 35 000 - Small Tools/Minor Equip	29.26	
					001 - 521 10 41 000 - Professional Services	40.63	
					001 - 521 20 31 010 - Printing/Publications	654.91	
					001 - 521 20 32 000 - Auto Fuel	27.48	
					001 - 521 40 43 000 - Travel	25.00	
					001 - 521 40 43 000 - Travel	240.41	
					001 - 521 40 43 000 - Travel	670.35	
					001 - 521 40 43 000 - Travel	275.16	
					001 - 521 40 43 000 - Travel	5.50	
					001 - 522 20 31 000 - Operating Supplies	20.00	
					001 - 522 20 32 000 - Auto Fuel/Diesel	144.94	
					001 - 522 45 43 000 - Travel & Meals	17.26	
					001 - 522 45 43 000 - Travel & Meals	91.38	
					001 - 523 20 31 000 - Office/Operating Supplies	124.75	
					001 - 523 20 31 000 - Office/Operating Supplies	16.25	
					001 - 523 20 31 000 - Office/Operating Supplies	9.35	
					401 - 535 80 49 030 - Misc-Tuition/Registration	280.00	
					102 - 536 20 49 020 - Miscellaneous	135.76	
					105 - 572 20 34 001 - Early Literacy Program	79.19	
					105 - 572 20 42 010 - Postage	98.00	
					105 - 572 20 49 010 - Tuition/registration	50.00	
					101 - 576 80 48 021 - Equipment	100.39	
					501 - 594 18 64 501 - Vehicles - Admin	49.25	
					501 - 594 21 64 501 - Vehicles - Public Safety	97.50	
					105 - 594 72 64 001 - Books - Skagit County	281.09	
					105 - 594 72 64 001 - Books - Skagit County	72.70	
					105 - 594 72 64 001 - Books - Skagit County	50.84	
					105 - 594 72 64 001 - Books - Skagit County	9.93	
					105 - 594 72 64 001 - Books - Skagit County	444.71	
					001 - 595 10 43 000 - Travel	9.87	
					001 - 595 10 49 011 - Safety Meetings	15.54	
8691	11/25/2014	Claims	2		EFT WA State Dept Of Revenue	11,159.14	
					001 - 521 20 31 002 - Office/Operating Supplies	17.92	
					001 - 522 20 26 000 - Uniforms	26.26	
					001 - 522 20 31 000 - Operating Supplies	16.45	
					401 - 535 80 31 000 - Office Supplies	30.26	
					401 - 535 80 44 010 - Taxes & Assessments	5,010.47	
					102 - 536 20 44 010 - Taxes And Assessments	189.60	
					412 - 537 80 31 000 - Operating Supplies	35.91	
					412 - 537 80 44 001 - Taxes & Assessments	5,725.16	
					105 - 572 20 31 000 - Operating Supplies	47.10	
					105 - 572 20 44 010 - Taxes & Assessments	9.16	
					101 - 576 80 44 010 - Taxes And Assessments	31.73	
					105 - 594 72 64 000 - Books & Materials	19.12	
8692	11/25/2014	Claims	2	180428	All-Phase Electric	202.02	
					101 - 576 80 31 001 - Operating Sup - Riverfront	17.58	
					101 - 576 80 31 006 - Operating Sup - City Hall	184.44	
8693	11/25/2014	Claims	2	180429	Alpine Fire & Safety	95.76	
					001 - 514 23 31 000 - Supplies	95.76	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

11/25/2014 To: 11/25/2014

Time: 08:37:05 Date: 11/21/2014
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8694	11/25/2014	Claims	2	180430	Andgar	1,166.38	
					401 - 535 50 48 050 - Maint Of General Equip	1,166.38	
8695	11/25/2014	Claims	2	180431	Aramark Uniform Services	25.68	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.22	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
					103 - 542 30 49 000 - Misc-Laundry	4.62	
8696	11/25/2014	Claims	2	180432	Assoc Petroleum Products	8,069.85	
					001 - 518 20 32 000 - Auto Fuel	71.34	
					001 - 518 20 32 000 - Auto Fuel	117.27	
					001 - 521 20 32 000 - Auto Fuel	1,285.97	
					001 - 522 20 32 000 - Auto Fuel/Diesel	777.48	
					001 - 523 20 32 000 - Auto Fuel	35.47	
					001 - 523 20 32 000 - Auto Fuel	41.90	
					425 - 531 50 32 000 - Vehicle Fuel	141.21	
					401 - 535 80 32 000 - Auto Fuel/Diesel	97.45	
					401 - 535 80 32 000 - Auto Fuel/Diesel	112.87	
					401 - 535 80 32 000 - Auto Fuel/Diesel	37.86	
					412 - 537 80 32 000 - Auto Fuel/Diesel	362.33	
					412 - 537 80 32 000 - Auto Fuel/Diesel	135.12	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,923.87	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,657.97	
					412 - 537 80 32 000 - Auto Fuel/Diesel	181.46	
					103 - 542 30 32 000 - Auto Fuel/Diesel	242.66	
					103 - 542 30 32 000 - Auto Fuel/Diesel	249.01	
					103 - 542 30 32 000 - Auto Fuel/Diesel	107.20	
					103 - 542 30 32 000 - Auto Fuel/Diesel	206.51	
					101 - 576 80 32 000 - Auto Fuel/Diesel	79.38	
					101 - 576 80 32 000 - Auto Fuel/Diesel	205.52	
8697	11/25/2014	Claims	2	180433	Association Of WA Cities	3,079.44	
					001 - 521 20 27 000 - Retired Medical	3,079.44	
8698	11/25/2014	Claims	2	180434	Bay City Supply	87.34	
					101 - 576 80 31 006 - Operating Sup - City Hall	87.34	
8699	11/25/2014	Claims	2	180435	Bioscience Inc	1,150.00	
					401 - 535 50 48 010 - Maintenance Of Lines	1,150.00	
8700	11/25/2014	Claims	2	180436	Blumenthal Uniform & Equip	320.08	
					001 - 522 20 26 000 - Uniforms	320.08	
8701	11/25/2014	Claims	2	180437	Boulder Park Inc	1,845.09	
					401 - 535 80 35 020 - Solids Handling	1,845.09	
8702	11/25/2014	Claims	2	180438	Brown & Cole Stores	2.57	
					001 - 521 10 41 000 - Professional Services	2.57	
8703	11/25/2014	Claims	2	180439	Cabling Dynamix	866.32	
					001 - 522 45 31 000 - Supplies & Books	866.32	
8704	11/25/2014	Claims	2	180440	Carl's Towing Inc	194.22	
					001 - 521 20 41 001 - Professional Services	194.22	
8705	11/25/2014	Claims	2	180441	Cascade Natural Gas Corp	528.58	
					001 - 521 20 47 000 - Public Utilities	11.55	
					101 - 576 80 47 070 - City Hall	517.03	
8706	11/25/2014	Claims	2	180442	Cedra Emergency Physicians	704.90	
					001 - 523 60 51 000 - Prisoners	704.90	
8707	11/25/2014	Claims	2	180443	Columbia Ford	35,776.18	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			501 - 594 21 64 501		Vehicles - Public Safety	35,976.18	
			501 - 594 21 64 501		Vehicles - Public Safety	-200.00	
8708	11/25/2014	Claims	2	180444	Community Action Of Sk County	3,337.63	
			001 - 562 00 51 030		Skagit Comm Action Agency	3,337.63	
8709	11/25/2014	Claims	2	180445	Crystal Springs	39.83	
			401 - 535 80 31 010		Operating Supplies	39.83	
8710	11/25/2014	Claims	2	180446	Daily Journal Of Commerce	96.60	
			001 - 515 30 41 000		Professional Services	96.60	
8711	11/25/2014	Claims	2	180447	Databar	2,255.36	
			425 - 531 50 42 010		Postage	90.20	
			401 - 535 80 42 015		Postage	1,465.99	
			412 - 537 80 42 010		Postage	699.17	
8712	11/25/2014	Claims	2	180448	David Evans & Assoc Inc	1,444.79	
			104 - 595 30 63 080		Const-SR20 Cook Realign TI	1,444.79	
8713	11/25/2014	Claims	2	180449	Dimensional Comm Inc	92.23	
			001 - 518 80 41 000		Professional Services	92.23	
8714	11/25/2014	Claims	2	180450	Dwayne Lane's North Cascade Ford	1,426.20	
			001 - 521 20 48 010		Repair & Maint - Auto	1,379.40	
			001 - 521 20 48 010		Repair & Maint - Auto	46.80	
8715	11/25/2014	Claims	2	180451	Dykstra Farms LLC	300.00	
			412 - 537 60 47 020		Recycling - Yard Waste	300.00	
8716	11/25/2014	Claims	2	180452	E & E Lumber	1,067.46	
			425 - 531 50 31 000		Operating Supplies	32.53	
			401 - 535 80 31 010		Operating Supplies	34.03	
			412 - 537 50 48 010		Repairs/Maint-Building	204.89	
			103 - 542 30 31 000		Operating Supplies	8.68	
			101 - 576 80 31 002		Operating Sup - RV Park	43.40	
			101 - 576 80 31 003		Operating Sup - Parks Shop	2.54	
			101 - 576 80 31 003		Operating Sup - Parks Shop	9.35	
			101 - 576 80 31 003		Operating Sup - Parks Shop	8.15	
			101 - 576 80 31 006		Operating Sup - City Hall	-42.98	
			101 - 576 80 31 006		Operating Sup - City Hall	271.68	
			101 - 576 80 31 006		Operating Sup - City Hall	14.05	
			101 - 576 80 35 010		Safety Equipment	22.43	
			101 - 576 80 35 010		Safety Equipment	14.06	
			101 - 576 80 48 005		Senior Center	-27.33	
			001 - 594 32 64 000		Office Equipment	471.98	
8717	11/25/2014	Claims	2	180453	Edge Analytical Inc	698.00	
			401 - 535 80 41 000		Professional Services	35.00	
			401 - 535 80 41 000		Professional Services	499.00	
			401 - 535 80 41 000		Professional Services	35.00	
			401 - 535 80 41 000		Professional Services	129.00	
8718	11/25/2014	Claims	2	180454	Environmental Abatement Svc. Inc.	3,146.50	
			425 - 594 31 61 000		Land Acquisition	3,146.50	
8719	11/25/2014	Claims	2	180455	Eutek Systems	839.51	
			401 - 535 50 48 050		Maint Of General Equip	839.51	
8720	11/25/2014	Claims	2	180456	Faber Crane Services LLC	813.75	
			401 - 535 80 45 000		Equipment Rental	813.75	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8721	11/25/2014	Claims	2	180457	Fastenal Company	6.42	
					412 - 537 80 31 000 - Operating Supplies	6.42	
8722	11/25/2014	Claims	2	180458	Frontier	928.51	
					001 - 512 50 42 020 - Telephone	38.52	
					001 - 513 10 42 020 - Telephone	57.78	
					001 - 514 23 42 020 - Telephone	57.78	
					001 - 515 30 42 001 - Telephone	25.68	
					001 - 518 80 42 020 - Telephone	19.26	
					001 - 521 20 42 020 - Telephone	192.16	
					001 - 522 20 42 020 - Telephone	70.62	
					001 - 522 20 42 020 - Telephone	156.08	
					001 - 524 20 42 020 - Telephone	19.26	
					401 - 535 80 42 020 - Telephone	51.36	
					412 - 537 80 42 020 - Telephone	25.68	
					103 - 542 30 42 020 - Telephone	6.42	
					001 - 558 60 42 020 - Telephone	19.26	
					105 - 572 20 42 020 - Telephone	32.10	
					101 - 576 80 42 020 - Telephone	12.84	
					101 - 576 80 47 010 - Community Center	98.77	
					001 - 595 10 42 020 - Telephone	44.94	
8723	11/25/2014	Claims	2	180459	Glenn Gardner	2,271.99	
					101 - 576 80 48 021 - Equipment	379.75	
					501 - 594 21 64 501 - Vehicles - Public Safety	1,892.24	
8724	11/25/2014	Claims	2	180460	Humane Society Of Skagit	132.00	
					001 - 521 20 41 021 - Humane Society	132.00	
8725	11/25/2014	Claims	2	180461	Ingram Library Services	1,107.73	
					105 - 594 72 64 001 - Books - Skagit County	627.63	
					105 - 594 72 64 001 - Books - Skagit County	10.54	
					105 - 594 72 64 001 - Books - Skagit County	212.24	
					105 - 594 72 64 001 - Books - Skagit County	24.81	
					105 - 594 72 64 001 - Books - Skagit County	12.85	
					105 - 594 72 64 001 - Books - Skagit County	64.22	
					105 - 594 72 64 001 - Books - Skagit County	155.44	
8726	11/25/2014	Claims	2	180462	Jet City Equipment Rental	1,495.13	
					412 - 537 80 45 000 - Equipment Rental	1,495.13	
8727	11/25/2014	Claims	2	180463	Joys Bakery & Cafe	339.88	
					001 - 517 90 43 002 - Employee Wellness (meals)	339.88	
8728	11/25/2014	Claims	2	180464	Teresa Keene	2,823.97	
					001 - 515 30 41 001 - Prosecuting Attorney	323.97	
					001 - 515 30 41 001 - Prosecuting Attorney	2,500.00	
8729	11/25/2014	Claims	2	180465	Leadsonline	1,428.00	
					001 - 521 20 41 001 - Professional Services	1,428.00	
8730	11/25/2014	Claims	2	180466	Louis Auto Glass	1,106.72	
					412 - 537 50 48 000 - Repairs/maint-equip	254.98	
					412 - 537 50 48 000 - Repairs/maint-equip	248.47	
					412 - 537 50 48 000 - Repairs/maint-equip	348.29	
					412 - 537 50 48 000 - Repairs/maint-equip	254.98	
8731	11/25/2014	Claims	2	180467	William R McCann	3,000.00	
					001 - 515 93 41 000 - Indigent Defender	3,000.00	
8732	11/25/2014	Claims	2	180468	McLoughlin & Eardley Corp	2,661.94	
					001 - 594 21 64 010 - Vehicles	-154.08	
					501 - 594 21 64 501 - Vehicles - Public Safety	89.56	
					501 - 594 21 64 501 - Vehicles - Public Safety	1,373.27	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			501 - 594 21 64	501	- Vehicles - Public Safety	911.43	
			501 - 594 21 64	501	- Vehicles - Public Safety	270.62	
			501 - 594 21 64	501	- Vehicles - Public Safety	171.14	
8733	11/25/2014	Claims	2	180469	Measurement Specialties Inc	1,989.68	
			401 - 535 50 48	020	- Maint Of Pumping Equip	1,989.68	
8734	11/25/2014	Claims	2	180470	Jack R Moore	569.94	
			001 - 524 20 41	000	- Professional Services	569.94	
8735	11/25/2014	Claims	2	180471	Municipal Emergency Services Inc	176.00	
			001 - 522 20 48	000	- Repairs/Maint-Equip	176.00	
8736	11/25/2014	Claims	2	180472	Serena Mynatt	34.10	
			001 - 514 23 43	000	- Meals/Travel	34.10	
8737	11/25/2014	Claims	2	180473	Northstar Chemical Inc	2,535.63	
			401 - 535 80 31	020	- Op Supplies-Chemicals	1,704.32	
			401 - 535 80 31	020	- Op Supplies-Chemicals	-57.31	
			401 - 535 80 35	020	- Solids Handling	888.62	
8738	11/25/2014	Claims	2	180474	Northwest Performance Firearms	953.72	
			001 - 594 21 64	000	- Machinery & Equipment	953.72	
8739	11/25/2014	Claims	2	180475	Oliver-Hammer Clothes	102.51	
			001 - 522 20 26	000	- Uniforms	102.51	
8740	11/25/2014	Claims	2	180476	Pacific Power Batteries	421.97	
			412 - 537 80 31	000	- Operating Supplies	38.89	
			412 - 537 80 31	000	- Operating Supplies	-32.00	
			412 - 537 80 31	000	- Operating Supplies	-51.00	
			501 - 548 30 31	000	- Operating Supplies	466.08	
8741	11/25/2014	Claims	2	180477	Pape Machinery	1,247.02	
			103 - 542 30 48	010	- Repair/Maintenance-Equip	1,247.02	
8742	11/25/2014	Claims	2	180478	Public Utility Dis No1	639.81	
			001 - 522 50 47	000	- Public Utilities	196.16	
			401 - 535 80 47	000	- Public Utilities	83.20	
			101 - 576 80 47	010	- Community Center	61.94	
			101 - 576 80 47	020	- Senior Center	298.51	
8743	11/25/2014	Claims	2	180479	Puget Sound Energy	14,477.71	
			103 - 542 63 47	000	- Public Utilities	9,957.93	
			104 - 595 30 63	080	- Const-SR20 Cook Realign TI	1,868.77	
			104 - 595 61 63	050	- Const SR20/Cook Sidewalks	2,651.01	
8744	11/25/2014	Claims	2	180480	Ronk Brothers Inc	234.90	
			101 - 576 80 31	006	- Operating Sup - City Hall	234.90	
8745	11/25/2014	Claims	2	180481	Scientific Supply	291.79	
			401 - 535 80 31	010	- Operating Supplies	255.29	
			401 - 535 80 31	010	- Operating Supplies	36.50	
8746	11/25/2014	Claims	2	180482	Sedro-Woolley Auto Parts	718.07	
			001 - 518 20 48	000	- Repair & Maintenance	14.84	
			001 - 521 20 31	002	- Office/Operating Supplies	11.91	
			401 - 535 50 48	040	- Maintenance Of Vehicles	23.86	
			102 - 536 20 31	010	- Operating Supplies	16.26	
			102 - 536 20 48	040	- Repair/Maint-Equip & Bldg	92.21	
			102 - 536 20 48	040	- Repair/Maint-Equip & Bldg	14.65	
			102 - 536 20 48	040	- Repair/Maint-Equip & Bldg	43.04	
			103 - 542 30 48	010	- Repair/Maintenance-Equip	259.66	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			501 - 548 30 31 000		- Operating Supplies	111.45	
			001 - 594 21 64 000		- Machinery & Equipment	130.19	
8747	11/25/2014	Claims	2	180483	Seven Sisters Inc	709.24	
			401 - 535 50 48 050		- Maint Of General Equip	709.24	
8748	11/25/2014	Claims	2	180484	Simple Box Storage LLC	813.75	
			412 - 537 50 48 010		- Repairs/Maint-Building	813.75	
8749	11/25/2014	Claims	2	180485	Skagit CD	880.26	
			425 - 531 50 41 002		- Contracted Services	880.26	
8750	11/25/2014	Claims	2	180486	Skagit Co Public Works	52,524.56	
			412 - 537 60 47 000		- Solid Waste Disposal	52,524.56	
8751	11/25/2014	Claims	2	180487	Skagit County Sheriff Office	2,044.53	
			001 - 523 60 51 001		- Prisoner Medical	2,044.53	
8752	11/25/2014	Claims	2	180488	Skagit Farmers Supply	19.51	
			401 - 535 50 48 010		- Maintenance Of Lines	19.51	
8753	11/25/2014	Claims	2	180489	Skagit Law Group, PLLC	2,017.00	
			425 - 531 50 31 000		- Operating Supplies	10.40	
			425 - 531 50 31 000		- Operating Supplies	8.00	
			425 - 531 50 31 000		- Operating Supplies	5.70	
			425 - 531 50 31 000		- Operating Supplies	7.20	
			425 - 531 50 31 000		- Operating Supplies	21.98	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	169.00	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	130.00	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	92.62	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	117.00	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	357.17	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	80.60	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	62.00	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	44.18	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	55.80	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	170.35	
			109 - 594 21 62 000		- Seizure - Real Property	685.00	
8754	11/25/2014	Claims	2	180490	Skagit Publishing	404.88	
			001 - 511 60 31 001		- Legal Publications	82.00	
			001 - 511 60 31 001		- Legal Publications	148.63	
			001 - 511 60 31 001		- Legal Publications	174.25	
8755	11/25/2014	Claims	2	180491	Skagit Surveyors &	818.75	
			425 - 531 50 41 000		- Professional Services	818.75	
8756	11/25/2014	Claims	2	180492	Skagit Valley Herald	182.00	
			001 - 521 20 49 010		- Dues/Subscriptions	182.00	
8757	11/25/2014	Claims	2	180493	Solid Waste Systems Inc	119.84	
			412 - 537 50 48 000		- Repairs/maint-equip	119.84	
8758	11/25/2014	Claims	2	180494	Sparkle Shop Laundries	5.97	
			001 - 522 20 49 030		- Misc-Laundry	5.97	
8759	11/25/2014	Claims	2	180495	Staples Business Advantage	322.91	
			001 - 514 23 31 000		- Supplies	63.19	
			401 - 535 80 31 000		- Office Supplies	240.69	
			401 - 535 80 31 000		- Office Supplies	19.03	
8760	11/25/2014	Claims	2	180496	State Auditor's Office	2,382.60	
			001 - 514 23 41 000		- State Auditing	2,382.60	
8761	11/25/2014	Claims	2	180497	Stiles & Stiles	2,864.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 512 50 41 010		- Municipal Court Judge	2,864.00	
8762	11/25/2014	Claims	2	180498	Tellus	12,537.72	
			401 - 594 35 63 010		- Other Improvements	12,537.72	
8763	11/25/2014	Claims	2	180499	The Plant Man	400.00	
			425 - 531 50 41 001		- Stormwater Plan	400.00	
8764	11/25/2014	Claims	2	180500	Payment Center Thomson Reuters -- West	249.60	
			001 - 515 30 41 002		- Westlaw Services	249.60	
8765	11/25/2014	Claims	2	180501	Truck Toys Inc	515.37	
			101 - 576 80 48 021		- Equipment	515.37	
8766	11/25/2014	Claims	2	180502	True Value	324.07	
			001 - 521 20 31 002		- Office/Operating Supplies	29.78	
			401 - 535 80 31 010		- Operating Supplies	12.54	
			401 - 535 80 31 010		- Operating Supplies	39.31	
			102 - 536 20 31 010		- Operating Supplies	5.93	
			501 - 548 30 31 000		- Operating Supplies	10.81	
			501 - 548 30 31 000		- Operating Supplies	210.44	
			101 - 576 80 31 003		- Operating Sup - Parks Shop	11.47	
			101 - 576 80 48 000		- Repairs/Maintenance	3.79	
8767	11/25/2014	Claims	2	180503	USI Education & Gov't Sales	240.14	
			412 - 537 80 31 010		- Office Supplies	240.14	
8768	11/25/2014	Claims	2	180504	Util Underground Loc Ctr	75.46	
			401 - 535 80 31 010		- Operating Supplies	75.46	
8769	11/25/2014	Claims	2	180505	Valley Freightliner Inc	459.26	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	459.26	
8770	11/25/2014	Claims	2	180506	WA State Dept Of Ecology	90.00	
			401 - 535 80 49 010		- Misc-Dues/Subscriptions	30.00	
			401 - 535 80 49 010		- Misc-Dues/Subscriptions	30.00	
			401 - 535 80 49 010		- Misc-Dues/Subscriptions	30.00	
8771	11/25/2014	Claims	2	180507	WA State Dept Of Revenue	105.94	
			001 - 514 23 41 013		- Licensing Fees	105.94	
8772	11/25/2014	Claims	2	180508	Washington State Patrol	99.00	
			001 - 521 20 51 000		- Intergov Svc-Gun Permits	99.00	
8773	11/25/2014	Claims	2	180509	Washington Tractor	243.45	
			101 - 576 80 48 021		- Equipment	13.11	
			101 - 576 80 48 021		- Equipment	27.49	
			101 - 576 80 48 021		- Equipment	202.85	
8774	11/25/2014	Claims	2	180510	Waste Management Of Skgt	11,503.98	
			412 - 537 60 47 010		- Recycling - Household	11,503.98	
8775	11/25/2014	Claims	2	180511	Wood's Logging Supply Inc	1,118.25	
			001 - 522 20 35 000		- Small Tools & Minor Equip	26.00	
			401 - 535 50 48 010		- Maintenance Of Lines	5.48	
			401 - 535 50 48 010		- Maintenance Of Lines	911.36	
			401 - 535 50 48 010		- Maintenance Of Lines	115.17	
			401 - 535 50 48 050		- Maint Of General Equip	33.58	
			412 - 537 50 48 010		- Repairs/Maint-Building	26.66	
			001		Current Expense Fund	35,295.64	
			101		Parks & Facilities Fund	3,399.55	
			102		Cemetery Fund	497.45	
			103		Street Fund	12,753.58	

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City Of Sedro-Woolley
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		104 Arterial Street Fund				5,964.57	
		105 Library Fund				2,301.67	
		109 Special Investigation Fund				685.00	
		401 Sewer Fund				34,288.34	
		412 Solid Waste Fund				79,457.58	
		425 Stormwater				5,562.73	
		501 Equipment Replacement Fund				41,429.97	
						<hr/>	Claims: 221,636.08
						221,636.08	

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Sedro-Woolley and that I am authorized to authenticate and certify to said claim.

Finance Director

Date

Finance Committee Member

Date

Finance Committee Member

Date

Finance Committee Member

Date

Memorandum

NOV 25 2014

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

To: Mayor Anderson and City Council

From: Patsy Nelson 

Date: 11/14/2014

Re: 2014 Budget Amendment #3

Issue: Should the Council adopt the attached ordinance which amends the 2014 budget?

Background information: The proposed changes to the 2014 Budget are due to the receipt of grants, addition of 2 police officers, Bingham Park Improvement Project and the purchase of land for stormwater purposes.

	<u>Revenue</u>	<u>Expenditures</u>
<u>General Fund</u>		
<i>(Reallocation of SRTS grant expenditures, transfer SEPA funds related to repeater tower, increase police salaries & benefits/taxes and related increase in City utility tax revenues for half year)</i>		
316.49.31.000 001 Utility Tax on Stormwater	7,320	
316.49.35.000 001 Utility Tax on Sewer	64,800	
316.49.37.000 001 Utility Tax on Solid Waste	32,400	
397.00.00.310 001 Transfer Police SEPA	12,000	
397.00.00.104 001 Arterial Streets Transfer	-10,000	
521.20.11.000 001 Police Salaries		68,000
521.20.21.001 001 Industrial Insurance		2,225
521.20.22.001 001 Social Security		5,200
521.20.23.005 001 LEOFF Retirement		3,550
521.20.24.001 001 Unemployment		545
521.20.25.001 001 Medical/Dental/Vision		25,000
521.20.13.001 001 Overtime – Arterial Street Projects		-10,000
594.21.64.001 001 SWPD Repeater Tower		15,200
508.80.00.001 001 Ending Cash & Investments		-3,200
<u>Parks</u>		
<i>(Loggerodeo donation to flower program and additional funds for Bingham Park)</i>		
367.10.00.101 101 Donation – Flower Baskets	3,000	
397.00.00.302 101 Capital Projects Transfer	32,500	
594.76.61.001 101 Bingham Park		32,500
594.76.64.001 101 Holiday Displays/Flowers		3,000

Parks Reserve

*(The Skagit Community Foundation Clarence Steward Fund
Grant Babe Ruth diamond at Janicki Fields)*

367.00.00.107	107	Donation	15,000	
508.10.00.107	107	Ending Cash		15,000

Streets

(Move sidewalk & contracted overlay budget from Streets to Parks)

397.00.00.103	103	Capital Projects Transfer	-32,500	
542.61.48.000	103	Repair & Maintenance Sidewalks –REET		-25,000
595.30.63.020	103	Contracted Overlay		-7,500

Arterial Streets

(TIB SR20/Cook sidewalk grant & SKAT park & ride)

333.20.20.000	104	STPUS Jameson/SR9	50,000	
595.10.63.040	104	Eng-Jameson/SR9		56,750
595.10.63.001	104	Eng-SR9 Lucas/Park Cottage SRTS		15,000
597.00.00.104	104	Transfer to General Fund		-10,000
508.80.00.104	104	Ending Cash		-11,750

Capital Projects Reserve

(Move REET sidewalk & overlay monies from Streets to Parks)

597.00.00.302	302	Transfer to Parks		32,500
597.00.03.302	302	Transfer to Streets		-32,500

Police Mitigation Reserve Fund

(Transfer to General Fund for Repeater Tower)

597.00.03.310	310	General Fund		12,000
508.10.00.310	310	Ending Cash		-12,000

Stormwater

(Purchase of North Reed Street parcel)

597.00.25.425	425	Transfer to Reserve		-28,300
594.31.61.000	425	Land Acquisition & Preparation		28,300

Stormwater Reserve

(Funding of North Reed Street parcel)

397.00.00.426	426	Stormwater Operations Transfer	-28,300	
508.10.00.426	426	Ending Cash		-28,300

Recommendation: Approve Ordinance # _____-14 an Ordinance amending Ordinance No. 1783-13 entitled, “An Ordinance adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2014.”

ORDINANCE NO. -14

AN ORDINANCE AMENDING ORDINANCE 1783-13 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2014 Budget.

NOW, THEREFORE, the City Council of the City of Sedro-Woolley do ordain as follows:

Section 1. The 2014 Budget, adopted by Ordinance 1783-13, and passed by the City Council on November 26, 2013 and is hereby amended as set forth in this Ordinance.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2014 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2014 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	5,291,440
101 PARKS FUND	721,552
102 CEMETERY FUND	177,370
103 STREET FUND	853,663
104 ARTERIAL STREET FUND	3,341,139
105 LIBRARY FUND	336,247
106 CEMETERY ENDOWMENT FUND	124,346
107 PARKS RESERVE FUND	15,651
108 LODGING TAX FUND	43,087
109 SPECIAL INVESTIGATIONS FUND	25,258
111 DOG FUND	1,587
112 CODE ENFORCEMENT FUND	29,082
113 PATHS AND TRAILS FUND	41,663
205 G/O BOND REDEMPTION FUND 2008	238,772
206 G/O BOND 2008 RESERVE FUND	150,000
230 G/O BOND 1996 REDEMPTION FUND	277,376
302 CAPITAL PROJECTS RESERVE FUND	307,418
303 BUILDING MAINTENANCE RESERVE FUND	246,880

310 POLICE MITIGATION RESERVE FUND	11,672
311 PARKS IMPACT FEE RESERVE FUND	31,361
312 FIRE IMPACT FEE RESERVE FUND	7,124
401 SEWER OPERATIONS FUND	3,716,423
402 SEWER OPERATIONS RESERVE FUND	769,675
407 98 SEWER REV BOND REDEPTION FUND	822,141
410 SEWER FACILITES RESERVE FUND	2,748,842
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,952,924
413 SOLID WASTE RESERVE FUND	260,516
425 STORMWATER FUND	639,440
426 STORMWATER RESERVE FUND	148,392
501 EQUIPMENT REPLACEMENT FUND	674,876
621 SUSPENSE (SWSD)	41,950
 TOTAL ALL FUNDS	 24,424,349

Section 3. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 25TH DAY OF NOVEMBER, 2014.

Mike Anderson, Mayor

ATTEST:

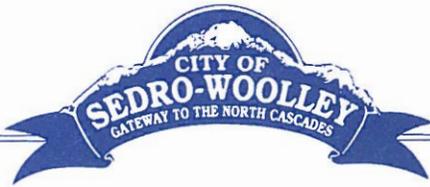
APPROVED AS TO FORM:

Finance Director

City Attorney

NOV 25 2014

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

NOV 25 2014

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

Memorandum

To: Mayor Anderson and City Council

2ND READING

From: Patsy Nelson *Patsy*

Date: 11/20/14

Re: Public Hearing 2015 Budget (second reading)

The attached ordinance summarizes the budget amounts for each fund as detailed in the Mayor's Revised 2015 Preliminary Budget as presented and discussed at the November worksession. All funds are balanced according to State law.

The following revisions were made to the preliminary budget as the result of Council action and/or discussion:

- Add the Council Strategic Reserve Fund which will receive the recently imposed utility tax on domestic water
- Increase debt reduction on the City Hall bond as a result of the domestic water utility tax
- Repair rather than replace the Riverfront Caretaker's cottage
- Adjust 911 and DEM fees according to newly provided information
- Adjust beginning cash due to the recent property tax exemptions. The majority of adjustments will be made to the 2014 budget.
- Inclusion of Bingham Park fencing

Recommendation

Move to approve Ordinance no. _____-14 An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2015.

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2015.

WHEREAS, the Mayor of the City of Sedro-Woolley, Washington, completed and placed on file with the City Finance Director, a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses for the City of Sedro-Woolley for the fiscal year ending December 31, 2015, and a notice was published that the Sedro-Woolley City Council would meet on the 25th day of November, 2014, at the hour of 7:00 P.M., at the Sedro-Woolley City Hall, for the purpose of making and adopting a budget for the year 2015, and giving taxpayers within the city limits of Sedro-Woolley an opportunity to be heard upon said budget; and

WHEREAS, the Sedro-Woolley City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Sedro-Woolley for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of said City during said period.

NOW, THEREFORE, the City Council of the City of Sedro-Woolley do ordain as follows:

Section 1. The budget for the City of Sedro-Woolley, Washington, for the year 2015 is hereby adopted at the fund level in its final form and content as set forth in the document entitled City of Sedro-Woolley 2015 Annual Budget, which are on file in the Office of the Finance Director or available on the City's website.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2015 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2015 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	5,315,688
101 PARKS FUND	748,470
102 CEMETERY FUND	133,540
103 STREET FUND	891,700
104 ARTERIAL STREET FUND	1,406,175
105 LIBRARY FUND	326,630
106 CEMETERY ENDOWMENT FUND	93,500
107 PARKS RESERVE FUND	15,654
108 LODGING TAX FUND	36,800
109 SPECIAL INVESTIGATIONS FUND	24,820
112 CODE ENFORCEMENT FUND	44,115
113 PATHS AND TRAILS FUND	42,125
114 LAW ENFORCEMENT SALES TAX	362,500
115 CITY COUNCIL STRATEGIC RESERVE FUND	77,750
205 G/O BOND REDEMPTION FUND 2008	343,300
206 G/O BOND 2008 RESERVE FUND	150,000
230 G/O BOND 1996 REDEMPTION FUND	251,800
302 CAPITAL PROJECTS RESERVE FUND	212,700
303 BUILDING MAINTENANCE RESERVE FUND	295,675
310 POLICE MITIGATION RESERVE FUND	14,515
311 PARKS IMPACT FEE RESERVE FUND	22,835
312 FIRE IMPACT FEE RESERVE FUND	9,210
401 SEWER OPERATIONS FUND	4,117,151
402 SEWER OPERATIONS RESERVE FUND	695,675
407 98 SEWER REV BOND REDEPTION FUND	832,690
410 SEWER FACILITES RESERVE FUND	2,634,855
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,961,726
413 SOLID WASTE RESERVE FUND	287,835
425 STORMWATER FUND	569,809
426 STORMWATER RESERVE FUND	146,443
501 EQUIPMENT REPLACEMENT FUND	1,048,860
621 SUSPENSE (SWSD)	40,000
TOTAL ALL FUNDS	23,531,028

Section 3. The City Finance Director is directed to transmit a certified copy of the budget hereby adopted to the Washington State Auditor's Office.

Section 4. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 25th DAY OF, NOVEMBER, 2014.

Mike Anderson, Mayor

ATTEST:

Finance Director

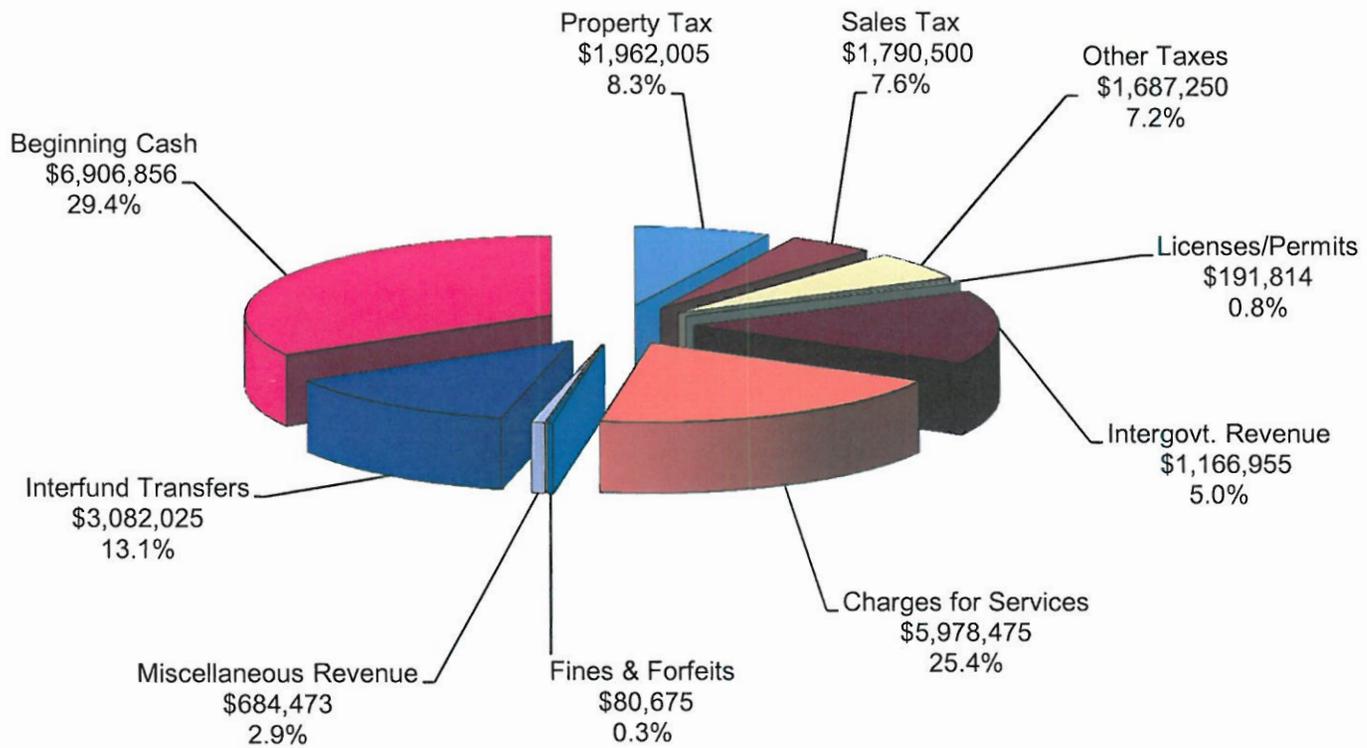
APPROVED AS TO FORM:

City Attorney

**City of Sedro-Woolley 2015 Budget
Revenue Projections - All City Funds (by source)**

Fund Name	Property Tax	Sales Tax	Other Taxes	Licenses/ Permits	Intergovt. Revenue	Charges for Services	Fines Forfeits	Misc. Revenue	Interfund Transfers	Beginning Cash	Total
General	747,095	1,120,000	1,253,500	191,814	255,080	329,055	73,675	12,250	384,350	948,869	5,315,688
Parks	382,600	40,000	-	-	-	90,520	-	-	131,000	104,350	748,470
Cemetery	22,510	-	-	-	-	90,000	-	2,650	-	18,380	133,540
Streets	292,800	165,000	-	-	214,200	-	-	70,600	86,000	63,100	891,700
Arterial Streets	-	-	-	-	644,600	-	-	300	505,400	255,875	1,406,175
Library	261,150	-	-	-	-	6,300	4,500	30	-	54,650	326,630
Cemetery Endowment	-	-	-	-	-	3,600	-	-	-	89,900	93,500
Parks Reserve Fund	-	-	-	-	-	-	-	500	-	15,154	15,654
Lodging Tax (Tourism)	-	-	31,000	-	-	-	-	20	-	5,780	36,800
Special Investigations	-	-	-	-	-	-	-	7,520	-	17,300	24,820
Code Enforcement	-	-	-	-	-	-	2,500	35	-	41,580	44,115
Paths & Trails	-	-	-	-	1,075	-	-	50	-	41,000	42,125
Law Enforcement Sales Tax	-	362,500	-	-	-	-	-	-	-	-	362,500
City Council Strategic Reserve	-	-	77,750	-	-	-	-	-	-	-	77,750
2008 GO Bond	-	-	195,000	-	-	-	-	300	50,000	98,000	343,300
2008 GO Bond Reserve	-	-	-	-	-	-	-	-	-	150,000	150,000
1996 GO Bond	205,000	-	-	-	-	-	-	115	-	46,685	251,800
Capital Projects Reserve	-	-	130,000	-	-	-	-	300	-	82,400	212,700
Building Maintenance Reserve	-	-	-	-	-	2,225	-	250	55,000	238,200	295,675
Police Mitigation Reserve	-	-	-	-	-	1,000	-	15	-	13,500	14,515
Parks Impact Fees	-	-	-	-	-	-	-	35	-	22,800	22,835
Fire Impact Fees	-	-	-	-	-	-	-	10	-	9,200	9,210
Sewer Operations	-	-	-	-	-	3,261,000	-	13,700	271,700	570,751	4,117,151
Sewer Operations Reserve	-	-	-	-	-	-	-	850	-	694,825	695,675
Sewer Debt Service	-	-	-	-	-	4,000	-	1,250	430,000	397,440	832,690
Sewer Facilities Reserve	-	-	-	-	-	66,850	-	512,690	627,615	1,427,700	2,634,855
Sewer Bond Reserve	-	-	-	-	-	-	-	-	-	376,482	376,482
Solid Waste Operations	-	-	-	-	-	1,733,700	-	13,900	-	214,126	1,961,726
Solid Waste Reserve	-	-	-	-	-	-	-	285	27,000	260,550	287,835
Stormwater Operations	50,850	-	-	-	52,000	390,225	-	6,478	-	70,256	569,809
Stormwater Reserve	-	-	-	-	-	-	-	140	-	146,303	146,443
Suspense (SWSD)	-	-	-	-	-	-	-	40,000	-	-	40,000
Equipment Replacement & Fleet	-	103,000	-	-	-	-	-	200	513,960	431,700	1,048,860
TOTAL	1,962,005	1,790,500	1,687,250	191,814	1,166,955	5,978,475	80,675	684,473	3,082,025	6,906,856	23,531,028

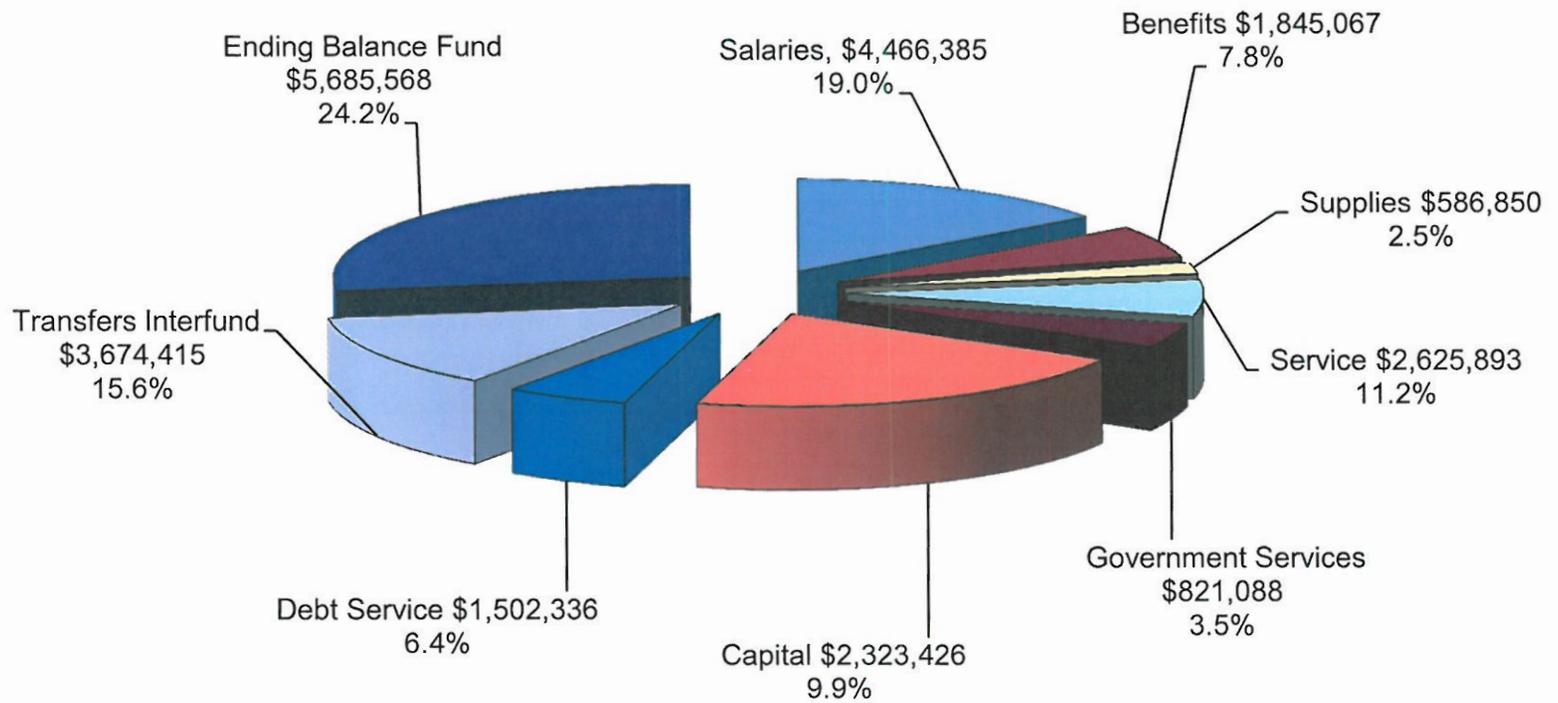
**2015
Revenue Projections
All City Funds by source
\$23,531,028**



**City of Sedro-Woolley 2015 Budget
Expenditures by Category - All Funds**

Fund Name	Salaries	Benefits	Supplies	Service Charges	Gov't Services	Capital	Debt Service	Transfers Interfund	End. Fund Balance	Total
General	2,471,075	976,070	164,100	605,463	381,413	141,550	-	150,550	425,467	5,315,688
Parks	204,400	54,585	41,500	203,360	-	161,200	10,000	12,896	60,529	748,470
Cemetery	58,235	25,605	13,050	13,070	-	-	-	12,896	10,684	133,540
Streets	210,875	111,680	63,600	196,035	-	155,810	-	82,058	71,642	891,700
Arterial Streets	-	-	-	-	2,875	488,366	-	500,000	414,934	1,406,175
Library	189,000	50,450	6,900	40,400	3,700	10,000	-	-	26,180	326,630
Cemetery Endowment	-	-	-	-	-	-	-	-	93,500	93,500
Parks Reserve Fund	-	-	-	500	-	-	-	15,000	154	15,654
Lodging Tax (Tourism)	-	-	-	30,650	-	-	-	5,850	300	36,800
Special Investigations	-	-	-	3,000	1,000	10,000	-	-	10,820	24,820
Code Enforcement	-	-	-	20,000	-	-	-	-	24,115	44,115
Paths & Trails	-	-	-	-	-	5,000	-	27,250	9,875	42,125
Law Enforcement Sales Tax	-	-	-	-	362,500	-	-	-	-	362,500
City Council Strategic Reserve	-	-	-	-	-	-	-	50,000	27,750	77,750
2008 GO Bond	-	-	-	-	-	-	200,550	55,000	87,750	343,300
2008 GO Bond Reserve	-	-	-	-	-	-	-	-	150,000	150,000
1996 GO Bond	-	-	-	-	-	-	228,000	-	23,800	251,800
Capital Projects Reserve	-	-	-	-	-	-	-	147,000	65,700	212,700
Building Maintenance Reserve	-	-	-	-	-	-	-	90,000	205,675	295,675
Police Mitigation Reserve	-	-	-	-	-	-	-	13,500	1,015	14,515
Parks Impact Fees	-	-	-	-	-	-	-	10,000	12,835	22,835
Fire Impact Fees	-	-	-	-	-	-	-	-	9,210	9,210
Sewer Operations	741,575	352,500	141,200	568,200	19,500	800,000	-	1,163,849	330,327	4,117,151
Sewer Operations Reserve	-	-	-	-	-	-	-	-	695,675	695,675
Sewer Debt Service	-	-	-	-	-	-	425,600	-	407,090	832,690
Sewer Facilities Reserve	-	-	-	-	-	-	627,611	1,007,240	1,000,004	2,634,855
Sewer Bond Reserve	-	-	-	-	-	-	-	-	376,482	376,482
Solid Waste Operations	334,500	157,395	142,500	849,400	-	67,500	-	240,467	169,964	1,961,726
Solid Waste Reserve	-	-	-	-	-	-	-	-	287,835	287,835
Stormwater	206,625	100,187	10,000	95,815	10,100	-	10,575	90,859	45,648	569,809
Stormwater Reserve	-	-	-	-	-	-	-	-	146,443	146,443
Suspense (SWSD)	-	-	-	-	40,000	-	-	-	-	40,000
Equipment Replacement & Fleet	50,100	16,595	4,000	-	-	484,000	-	-	494,165	1,048,860
TOTAL	4,466,385	1,845,067	586,850	2,625,893	821,088	2,323,426	1,502,336	3,674,415	5,685,568	23,531,028

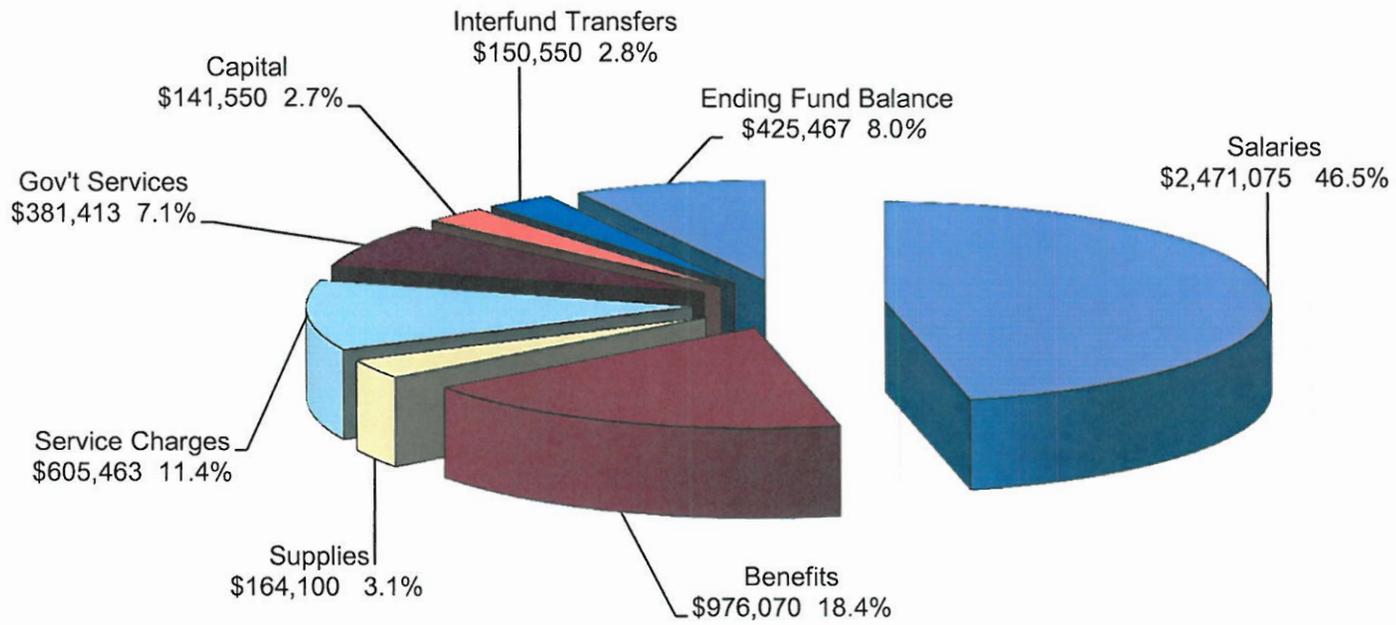
**2015 All Funds
Expenditures - by Purpose
\$23,531,028**



City of Sedro-Woolley 2015 Budget
Expenditures by Category - General Fund Departments

Department Name	Salaries	Benefits	Supplies	Service Charges	Gov't Services	Capital	Transfers Interfund	Total	%
Legislative	42,000	3,335	7,350	3,000	17,000	-	-	72,685	1.37%
Judicial	40,000	7,445	4,000	50,054	13,827	500	-	115,826	2.18%
Executive	64,550	22,405	-	44,200	-	-	-	131,155	2.47%
Finance	54,550	24,655	10,000	33,755	-	1,000	-	123,960	2.33%
Legal	59,605	28,752	6,300	92,270	1,400	-	-	188,327	3.54%
Civil Service	-	-	-	3,000	-	-	-	3,000	0.06%
Information Technologies	66,900	18,955	3,500	27,600	-	7,000	-	123,955	2.33%
Central Services	-	-	3,700	5,000	-	-	10,550	19,250	0.36%
Planning	46,600	15,795	2,300	27,825	4,590	600	-	97,710	1.84%
Engineering	54,550	26,095	3,500	29,871	-	500	-	114,516	2.15%
Police	1,513,100	686,208	62,250	146,693	247,125	131,350	46,200	2,832,926	53.29%
Fire	481,600	126,270	59,000	109,320	30,750	-	93,800	900,740	16.94%
Building	47,620	16,155	2,200	32,875	-	600	-	99,450	1.87%
Emergency Services	-	-	-	-	22,585	-	-	22,585	0.42%
Pollution Control	-	-	-	-	3,715	-	-	3,715	0.07%
Economic Development	-	-	-	-	7,000	-	-	7,000	0.13%
Aging	-	-	-	-	20,441	-	-	20,441	0.38%
Public Health	-	-	-	-	12,980	-	-	12,980	0.24%
Ending Fund Balance	-	-	-	-	-	-	-	425,467	8.00%
TOTAL	2,471,075	976,070	164,100	605,463	381,413	141,550	150,550	5,315,688	100.00%

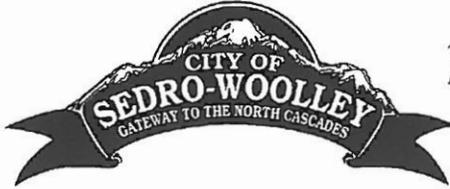
**2015
Expenditures by Category
General Fund Departments
\$5,315,688**



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 25 2014

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



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

2ND READING

Eron Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Transportation Benefit District
FOR MEETING ON: November 25, 2014

ISSUE: Should the Council consider the formation of a Transportation Benefit District (TBD) to fund street maintenance and improvement projects within the city?

BACKGROUND: *This is a follow up item from the Council's March 5, 2014 meeting and the Council's October 22, 2014 meeting. The Council held a formal first reading on November 12, 2014* At the council's retreat, participants discussed the lack of stable, dedicated funding for street and sidewalk maintenance and projects. As we are in the middle of our 2015 budget process, it is very clear that the slowdown in the development activity, the reduction of impact fees and the deferral of impact fees, as well as our significant recent successes with state and federally funded transportation projects has resulted in a total depletion of available cash to do additional projects. The city is now in the position where it would be very difficult to find match money for new projects, yet valuable and necessary projects exist as do grant programs through which the city could successfully fund 90% or more of the total cost.

One of the potential options available to cities is a local option car tab tax through the formation of a transportation benefit district (TBD). At the retreat, the council asked for additional information for discussion on this topic and this memo with attachments is intended to provide that detail (same information as was provided on March 5, 2014).

Attached are the following documents:

AWC fact sheet on TBD's (1 page);
Listing of current TBD's by year of formation (1 page); and
DOL detail on TBD's including local car tab tax (3 pages)

Note that since we last discussed this, the City of Anacortes has now joined the list and has imposed the \$20.00 per year car tab tax. They are expecting collections to occur in approximately March, about five months after they took action.

A TBD is an independent taxing district that can be formed by the city council for the benefit of city infrastructure and is managed by the city council in a separate role as the governing body of the TBD. TBD funding can come from property taxes, up to .2% sales tax (vehicles not exempt), car tab fees of up to \$100/year with up to \$20/year available without a popular vote, vehicle tolls and transportation impact fees.

The vast majority of TBD's have used the \$20.00 per year vehicle tab tax. In Sedro-Woolley, this would generate \$173,400 in tax revenue dedicated to transportation projects annually (we currently have 8,670 vehicles that would be subject to the car tab tax).

RECOMMENDATION: *Following the public hearing:* MOTION to adopt the attached ordinance, Ordinance ____-14 establishing the Sedro-Woolley Transportation District.

Additional action of the TBD would be needed in the future to actually impose a tab tax.

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY
ESTABLISHING THE SEDRO-WOOLLEY TRANSPORTATION
BENEFIT DISTRICT AND SPECIFYING THAT THE BOUNDARIES OF
THE DISTRICT WILL COINCIDE WITH CITY BOUNDARIES**

WHEREAS, RCW 35.21.225 authorizes the legislative authority of a city to establish a transportation benefit district (“TBD”), for the purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the TBD, subject to the provisions of Chapter 36.73 RCW; and

WHEREAS, transportation improvements are defined in RCW 36.73.015 to include projects contained in the transportation plan of a city, and which also includes investment in new or existing highways of statewide significance, principal arterials of regional significance, high capacity transportation, public transportation, and other transportation projects and programs of regional or statewide significance including transportation demand management (“TBD Projects”); and

WHEREAS, TBD Projects may also include the operation, preservation, and maintenance of the previously mentioned facilities or programs; and

WHEREAS, the City of Sedro-Woolley’ (“City”) Transportation Element of the Comprehensive Plan and Transportation Improvement Program (“TIP”), as they are now existing and as they may exist in the future, constitutes and will constitute a “transportation plan” as contemplated by RCW 36.73.015; and

WHEREAS, the City’s TIP currently includes evidence indicating a need for a coordinated cost efficient approach to street resurfacing improvements and other improvements that may be funded by a TBD (“TIP Projects”); and

WHEREAS, the public works director has regularly reported to the council the significant need for street resurfacing in the City and has identified the establishment of a TBD as a possible mechanism to assist in street preservation; and

WHEREAS, the City Council finds that the TIP Projects are transportation improvements within the meaning of RCW 36.73.015 and therefore also are TBD Projects; and

WHEREAS, on November 25, 2014, the City Council conducted a public hearing in accordance with RCW 36.73.050, after giving proper notice describing the TBD Projects and activities to be funded by the TBD; and

WHEREAS, the Council finds that the City can most effectively undertake TIP Projects if it works in conjunction with a TBD; and

WHEREAS, the City Council finds that establishment of a TBD would enable the City, in conjunction with the process for the adoption of its annual updates to the TIP, to consider and adopt mechanisms to fund required City street resurfacing in a coordinated, efficient manner; and

WHEREAS, the City Council finds it to be in the best interests of the City to establish a citywide TBD to fund and implement TBD Projects consistent with Chapter 36.73 RCW and the City's TIP to enable the TBD to contract with the City for management and staffing of the TBD's operations, and for the mutual undertaking and/or funding of TIP/TBD Projects; and

WHEREAS, the City Council wishes establish a governing body for the TBD comprised of the City Council acting in an *ex officio* and independent capacity and to provide for the continuing operations of the TBD;

NOW THEREFORE, THE CITY OF SEDRO-WOOLLEY CITY COUNCIL DOES ORDAIN:

Section 1: Findings

The City Council finds it is in the public interest to help provide an adequate level of funding for transportation improvements through establishment of a TBD.

Section 2: Formation of a Transportation Benefit District

The City, pursuant to RCW 35.21.225 and Chapter 36.73 RCW, hereby establishes and creates a TBD to be known and referred to as Sedro-Woolley Transportation Benefit District No. 1 ("SWTBD No.1"), subject to the following:

1. Establishment of the Sedro-Woolley Transportation Benefit District – General Authority. There is hereby created SWTBD No. 1 with geographical boundaries comprised of the corporate limits of the City, as those boundaries may be adjusted in the future. SWTBD No. 1 shall be a quasi-municipal corporation and an independent taxing "authority" within the meaning of Article VII, section 1 of the Washington State Constitution, and a "taxing district" within the meaning of Article VII, section 2 of the Washington State Constitution. SWTBD No. 1 shall constitute a body corporate and possess all the usual powers of a corporation for public purposes as well as all other powers that may now or hereafter be specifically conferred by statute, including, but not limited to, the authority to hire employees, staff, and services, to enter into contracts, to acquire, hold, and dispose of real and personal property, and to sue and be sued. Public works contract limits applicable to the City of Sedro-Woolley shall apply to the district.

2. Powers and Operations of SWTBD No. 1.

a. SWTBD No.1 shall possess all of the powers of a transportation benefit district authorized pursuant to Chapter 36.73 RCW, including without limitation, the power to request voter approval of, and thereafter impose and collect, a sales and use tax in accordance with RCW 82.14.0455, a vehicle fee in excess of \$20.00 up to \$100.00 as allowed by RCW 82.80.140. The TBD may impose an *ad valorem* tax pursuant to RCW 36.73.060, issue general obligation and/or revenue bonds in the manner and subject to the restrictions set forth in RCW 36.73.070 and form

a local improvement district and impose assessments therefor, take those actions allowed, and subject to the limitations of, RCW 36.73.0810, contract for street and highway improvements, and for its operations, exercise the power of eminent domain in the same manner as authorized for the City and accept and use gifts and grants.

b. Consistent with RCW 36.73.020(4), the secretary/treasurer of SWTBD No. 1 shall be the City Finance Director. As such, the Finance Director shall establish those funds and accounts on behalf of SWTBD No. 1 as required and shall disburse funds and pay claims as approved by the SWTBD Board and prepare and maintain such accounts are appropriate and/or required by state or federal law.

c. The City Attorney will serve as legal advisor to the SWTBD Board, except where separate counsel is engaged by SWTBD No. 1.

d. Other City employees shall carry out the operations of SWTBD No. 1 as agreed by SWTBD No. 1 and the City. Such employees and the contracts of SWTBD No. 1 shall be overseen and administered by the Mayor and/or her/his designee.

e. SWTBD No. 1 may contract with the City for operations services and materials, office space and equipment, and to undertake and/or fund TIP/TBD Projects undertaken jointly or by one entity or the other.

3. Governing Board.

a. Consistent with RCW 36.73.020(3), the governing board of SWTBD No. 1 (the "SWTBD Board") shall be the members of Sedro-Woolley City Council acting in an independent capacity. The SWTBD Board shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW and other applicable provisions of Washington State law. The SWTBD Board shall also include a Chairperson, who shall be the City's Mayor and whom shall have those duties, rights and obligations of a Mayor as set forth in RCW 35A.12.100.

b. To carry out the purposes of this chapter, and subject to the provisions of RCW 36.73.065, the SWTBD Board is authorized to impose the following taxes, fees, charges, and tolls:

(i) A sales and use tax in accordance with RCW 82.14.0455;

(ii) A vehicle fee in accordance with RCW 82.80.140;

(iii) A fee or charge in accordance with RCW 36.73.120. However, if the City is levying a fee or charge for a transportation improvement, the fee or charge shall be credited against the amount of the fee or charge imposed by the district. Developments consisting of less than twenty (20) residences would be exempt from the fee or charge under RCW 36.73.120; and

(v) An *ad valorem* property tax as provided in RCW 36.73.060.

c. The SWTBD Board may authorize and issue general obligation and/or revenue bonds in the manner and subject to the restrictions set forth in RCW 36.73.070.

d. The SWTBD Board may form a local improvement district and impose assessments therefor and take those actions allowed, and subject to the limitations of RCW 36.73.0810.

e. As required by RCW 36.73.160(1), as the same may be amended from time to time, the SWTBD Board shall develop a material change policy to address major plan changes that affect SWTBD Project delivery or the ability to finance the plan for funding and implementing the SWTBD Projects.

f. Meetings of the SWTBD Board shall be governed by the procedural rules applicable to meetings of the City Council, as those rules may be amended by the City Council from time to time. SWTBD Board actions shall be taken by motion or resolution in the same manner and following the same procedure as for the adoption of City Council resolutions. Meetings of the SWTBD Board shall, whenever possible, take place on the same dates scheduled for City Council meetings; *provided*, that the SWTBD No. 1 meeting shall take place pursuant to its own agenda during a recess or otherwise outside of any regular business meeting or special meeting of the City Council. The SWTBD Board meetings shall comply with the state Open Public Meetings and Public Records Acts and the officials of SWTBD No. 1 shall be subject to Chapter 42.23 RCW, Code of Ethics for Municipal Officers – Contract Interests; *provided*, that the fact that SWTBD Board members and officials and Council members and City officials are simultaneously employed by both entities shall not be deemed a conflict of interest where SWTBD No. 1 and City are parties to contracts and/or agreements.

4. Transportation Improvements Funded. The funds generated by SWTBD No. 1 shall be used for the SWTBD Projects described in this ordinance and/or allowed by state law. The SWTBD Projects may be amended in accordance with the material change policy described in Section 2(c) of this ordinance and in accordance with the notice, hearing and other procedures described in chapter 36.73 RCW, including RCW 36.73.050(2)(b), as the same may be amended from time to time.

5. Annual Report to Public. As required by RCW 36.73.160(2), as the same may be amended from time to time, SWTBD No. 1 shall issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules, to the public and to newspapers of record in SWTBD No. 1.

6. Dissolution of SWTBD No. 1. SWTBD No.1 shall be dissolved pursuant to the procedures set forth in chapter 36.73 RCW, when all indebtedness, if any, of SWTBD No. 1 has been retired and when all of SWTBD No. 1's anticipated responsibilities have been satisfied.

Section 3. Severability; Construction. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of

this ordinance. If the provisions of this ordinance are found to be inconsistent with the provisions of the Sedro-Woolley Municipal Code, this ordinance is deemed to control. This ordinance shall be liberally construed to permit the accomplishment of SWTBD No. 1's purposes and objectives.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2014, and signed in authentication of its passage this ____ day of _____, 2014.

Mike Anderson, Mayor

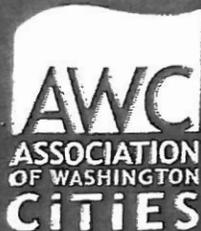
Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Filed with the City Clerk:	November 5, 2014
First Reading:	November 12, 2014
Public Hearing:	November 25, 2014
Second Reading:	November 25, 2014
Passed by the City Council:	
Signed by the Mayor:	
Date of Publication:	



Transportation Benefit Districts

(RCW 36.73)

What is a Transportation Benefit District (TBD)?

A TBD is a quasi-municipal corporation and independent taxing district created for the sole purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district. A TBD is an independent taxing district that can impose specific taxes or fees, either through a vote of the people or through district board action. TBDs are flexible - they allow cities and counties to work independently or cooperatively to address both local and regional transportation challenges.

Who may create a TBD?

The legislative authority of a county or city may create a TBD. The county or city proposing to create a TBD may include other counties, cities, port districts, or transit districts through interlocal agreements.

Who governs the TBD?

The members of the legislative authority (county or city) proposing to establish a TBD serve as the governing body of the TBD. The legislative authority is acting ex officio and independently as the TBD governing body. If a TBD includes additional jurisdictions through interlocal agreements, then the governing body must have at least five members, including at least one elected official from each of the participating jurisdictions.

Why create a TBD if the county or city legislative authority is the governing board?

TBDs have more flexibility to solve specific transportation issues. For example, more than one type of jurisdiction can be part of a TBD and the boundaries can be less than countywide or citywide.

What transportation improvements can be funded by a TBD?

The definition of transportation improvements is fairly broad. This can include maintenance and improvements to city streets, county roads, state highways, public transportation, transportation demand management, and other transportation projects identified in a local, regional or state plan.

What revenue options do TBDs have?

TBDs have several revenue options subject to voter approval:

- Property taxes - a 1-year excess levy or an excess levy for capital purposes;
- Up to 0.2% sales and use tax;
- Up to \$100 annual vehicle fee per vehicle registered in the district; and
- Vehicle tolls.

TBDs have two revenue options that do not require voter approval, but are subject to additional conditions. To impose either fee, the TBD's boundaries must be countywide or citywide, or if applicable, in the unincorporated county. Foregoing a vote is an option. A county or city still has the option of placing either fee to the vote of the people as an advisory vote or an actual requirement of imposition. The two options are:

1. **Annual vehicle fee up to \$20.** This fee is collected at the time of vehicle renewal and cannot be used to fund passenger-only ferry service improvements. (HB 1485 increases this option up to \$40.)
2. **Transportation impact fees on commercial and industrial buildings.** Residential buildings are excluded. In addition, a county or city must provide a credit for a commercial or industrial transportation impact if the respective county or city has already imposed a transportation impact fee.

Jurisdiction	Vehicle License Fee	Sales Tax
Transportation Benefit Districts passed in 2012		
Bainbridge Island	\$20 (passed 01/09/2012)	
Castle Rock		\$0.002 sales tax (passed, election 11/6/2012)
Eatonville	\$20 (effective 03/01/2013)	
Kelso	\$20 (passed 12/04/2012)	
Kenmore - Has not passed funding provision		
Maple Valley	\$20 (passed 12/10/2012)	
Kittitas	\$20 (effective 12/01/2012)	
Lynden		\$0.002 sales tax (passed, election 11/6/2012)
Royal City	\$20 (effective 11/01/2012)	
Stanwood		\$0.002 sales tax (passed, election 2/12/2013)
Tacoma	\$20	
Toppenish	\$20 (effective 12/01/2012)	
Waitsburg		\$0.002 sales tax (passed, election 4/17/2012)
Wapato	\$20 (effective 04/01/2013)	
Yakima - Has not passed funding provision		
Transportation Benefit Districts passed in 2011		
Auburn - Has not passed funding provision		
Ferndale		\$0.002 sales tax (passed, election 2/14/2012)
Grandview	\$20 (02/01/2012)	
Mabton	\$20 (12/01/2011)	
Mountlake Terrace	\$20 (effective 08/01/2012)	
North Bend		\$0.002 sales tax (passed, election 11/8/2011)
Orting	\$20 (effective 02/01/2013 - 01/31/2015)	
Snohomish County		\$0.002 sales tax (passed 8/16/2011)

Jurisdiction	Vehicle License Fee	Sales Tax
Transportation Benefit Districts passed in 2011 (con't)		
Spokane	\$20 (09/01/2011)	
Walla Walla		\$0.002 sales tax (passed, election 2/14/2012)
Wenatchee	\$20 (effective 08/01/2012)	
Zillah	\$20 (effective 7/12/2012)	
Transportation Benefit Districts passed in 2010		
Bellingham		\$0.002 sales tax (4/01/2011)
King County - No funding designated		
Leavenworth		\$0.002 sales tax (04/01/2011)
Lynnwood	\$20 (07/01/2011)	
Seattle	\$20 (05/01/2011)	
Snohomish		\$0.002 sales tax (01/01/2012)
Snoqualmie	\$20 (03/01/2011)	
Transportation Benefit Districts passed in 2009		
Bremerton	\$20 (12/07/2011 passed, effective 07/01/2012)	
Burien	\$10 (02/01/2010)	
Prosser	\$20 (11/01/2009)	
Shoreline	\$20 (02/01/2010)	
University Place - No funding designated		
Transportation Benefit Districts passed in 2008		
Des Moines	\$20 (09/01/2009)	
Edmonds	\$20 (09/01/2009)	
Lake Forest Park	\$20 (09/01/2009)	
Olympia	\$20 (10/01/2009)	
Ridgefield		Sales tax repealed effective 10/01/2012 - \$0.002 sales tax (04/01/2009)
Sequim		\$0.002 sales tax (04/01/2010)
Transportation Benefit Districts passed prior to 2008		
Liberty Lake (2002)		
Point Roberts, Whatcom County (1992)		Special gas tax \$0.01/gallon (1992)

Local transportation benefit district fees

RCW 36.73.020 allows city or county governments to create transportation benefit districts and impose an additional vehicle registration fee to fund local transportation projects.

Transportation benefit districts and fees

If you live in any of the following locations, you must pay an additional transportation benefit district fee when you renew your vehicle tabs:

Transportation Benefit District	Fee	Effective date (Tabs expiring on or after...)	Location code
Bainbridge Island 206.780.8624	\$20	August 1, 2013	18-04
Bremerton 360.473.5920	\$20	July 1, 2012	18-01
Buckley 360.829.1921, ext. 7801	\$20	February 1, 2014	27-02
Burien No. 1 206.241.4647	\$10	February 1, 2011	17-34
Carbonado 360.829.0125	\$20	November 1, 2013	27-03
Des Moines 206.870.7586	\$20	September 1, 2009	17-09
DuPont 253.964.8121	\$20	September 1, 2013	27-04
Edgewood 253.952.3299	\$20	July 1, 2014	27-20
East Wenatchee 509.884.9515	\$20	August 1, 2013	09-02
Eatonville 360.832.3361	\$20	March 1, 2013	27-05
Electric City 509.633.1510	\$20	May 1, 2013	13-02
Edmonds 425.771.0260	\$20	September 1, 2009	31-04
Grandview 509.882.9200	\$20	February 1, 2012	39-01
Kalama 360.673.4561	\$20	October 1, 2013	08-02
Kelso 360.423.0900	\$20	July 1, 2013	08-03
Kenmore 425.398.8900	\$20	June 1, 2013	17-38
Kittitas 509.968.0220	\$20	December 1, 2012	19-03
Lake Forest Park 206.368.5440	\$20	September 1, 2009	17-17
Lynnwood 425.670.5020	\$20	July 1, 2011	31-10
Mabton 509.894.4096	\$20	December 1, 2011	39-04
Maple Valley 425.413.8800	\$20	July 1, 2013	17-20
Mountlake Terrace 425.744.6272	\$20	August 1, 2012	31-13
Olympia 360.570.3727	\$20	October 1, 2009	34-03

Orting 360.892.2219, ext. 133	\$20	February 1, 2013– January 31, 2015 <small>(Fee applies to all renewals with these registration dates, including renewals paid after Feb. 1, 2015.)</small>	27-10
Prosser 509.786.2332	\$20	November 1, 2009	03-03
Royal City 509.346.2263	\$20	November 1, 2012	13-11
Seattle 206.233.5005	\$20	May 1, 2011	17-26
Shoreline 206.801.2302	\$20	February 1, 2010	17-37
Snogualmie 425.888.1555, ext. 1135	\$20	March 1, 2011	17-28
Soap Lake 509.246.1211	\$20	November 1, 2013	13-12
Spokane 509.625.6252	\$20	September 1, 2011	32-10
Tacoma 253.591.5511	\$20	June 1, 2013	27-17
Toppenish 509.865.4500	\$20	December 1, 2012	39-10
Wapato 509.877.2334	\$20	April 1, 2013	39-12
Wenatchee 509.888.3600	\$20	August 1, 2012	04-05
Zillah 509.829.5151	\$20	July 1, 2012	39-14

Vehicles subject to fees

- Passenger vehicles
- Trucks that weigh 6,000 pounds or less
- Motorcycles
- Commercial passenger vehicles and trucks that weigh 6,000 pounds or less
- Combination trucks that weigh 6,000 pounds or less
- Tow trucks
- House moving dollies
- Trucks used exclusively for hauling logs that weigh 6,000 pounds or less
- Taxicabs
- For-hire or stage vehicles with 6 seats or less
- For-hire or stage vehicles with 7 or more seats that weigh 6,000 pounds or less
- Private use trailers over 2,000 pounds
- Motorcycle trailers
- Travel trailers
- Fixed load vehicles that weigh 6,000 pounds or less
- Mobile homes licensed as vehicles

Exempt vehicles

- All farm vehicles
- Campers
- Off-road vehicles
- Snowmobiles
- Mopeds
- Personal use trailers with a single axle and less than 2,000 pounds scale weight
- Commercial trailers
- Combination trailers
- Trailers used exclusively for hauling logs
- Horseless carriage, collector, or restored-plate vehicles
- Converter gear
- Government vehicles
- Private school vehicles
- Vehicles properly registered to disabled American veterans

How a transportation benefit district works

Once a local transportation benefit district is set up, the district's board of directors may vote to charge a local vehicle licensing fee due when a vehicle owner buys new tabs.

- The transportation benefit district board has the authority to impose a fee of up to \$20 per vehicle without voter approval.
- A transportation benefit district may impose a vehicle renewal fee of up to \$100 per vehicle or seek other sources of funding if approved by voters.

Related laws

- [RCW 36.73: Transportation benefit districts](#)
- [RCW 82.80.140: Vehicle fee — Transportation benefit district — Exemptions](#)

NOV 25 2014

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

Memorandum

To: Mayor Anderson and City Council
From: Patsy Nelson *Patsy*
Date: 11/19/14
Re: Property Tax Levy Ordinances (third reading)

3RD READING
OLD BUSINESS

The Washington State Department of Revenue approved the property tax exemption application of Skagit Valley Hospital/Skagit Regional Clinics for the properties which they own within the City of Sedro-Woolley valued at \$3,848,900. In addition to a tax exemption from current year taxes, three additional years will be removed from the tax rolls. The Skagit County Treasurer's Office collects all property taxes and issued a refund on 11/18/14 from the City's second half property tax receipts.

The 2011-2014 tax adjustments of \$38,844.67 in general property taxes and \$4,713.82 in Voter Approved Bond (Public Safety Building) property taxes totaling \$43,558.49. As the tax roles have not yet been closed for 2015, the taxes formerly paid on this property will be shifted to the remaining taxpayers resulting in an increase of one-half percent (0.5%).

Three sample property tax ordinances are attached showing general property taxes increased at 0%, 1% and 2.44%. A 1% increase is the maximum allowed except in the case of banked capacity. If the City Council were to choose to use the City's entire banked capacity in 2015, it would result in a tax increase of 2.44%. The amount of the voter approved bond tax revenues is the same on all three sample ordinances. November 30 is the deadline for submitting property tax requests to Skagit County.

Sample motions:

I move to approve Ordinance ____-14 an ordinance of the City of Sedro-Woolley approving the property tax levy at an increase of 0%.

I move to approve Ordinance ____-14 an ordinance of the City of Sedro-Woolley approving the property tax levy at an increase of 1%.

I move to approve Ordinance ____-14 an ordinance of the City of Sedro-Woolley approving the property tax levy at an increase of 2.44%.

Katie Jungquist
Treasurer

Alana Pizzuto
Assistant Treasurer



SKAGIT COUNTY
Office of the Treasurer

November 18, 2014

City of Sedro Woolley

RE: Department of Revenue Ruling
P129810—exempt value transferred to P132471

Our office has processed the refund as a result of the Property Tax Exemption Determination from the Washington State Department of Revenue on Parcels 129810 and 132471.

Enclosed is a spreadsheet that shows the refund amount for your district as well as the taxes billed cancelled for your district.

If you have any questions please give me a call.

Sincerely,

Katie Jungquist
Skagit County Treasurer

Department of Revenue
Assessor Modifications
P129810 - P132471

Assessor - Modification

District	Tax Refund 2011-14	**Interest - Refunded	Total Refund	Tax Adjustments 2011-14
Conservation Futures	\$ 739.35	\$ 2.32	\$ 741.67	\$ 854.13
County	\$ 21,773.03	\$ 58.42	\$ 21,831.45	\$ 25,113.50
Hospital 304	\$ 2,394.76	\$ 7.43	\$ 2,402.19	\$ 2,769.63
Medic 1	\$ 4,232.56	\$ 12.48	\$ 4,245.04	\$ 5,002.34
SW School Bond	\$ 13,837.11	\$ 34.29	\$ 13,871.40	\$ 15,310.99
SW School General	\$ 45,463.44	\$ 100.35	\$ 45,563.79	\$ 53,302.02
Port of Skagit	\$ 2,578.74	\$ 7.14	\$ 2,585.88	\$ 3,011.86
State	\$ 33,305.27	\$ 85.15	\$ 33,390.42	\$ 38,250.15
City - SW - Bond	\$ 4,095.37	\$ 11.61	\$ 4,106.98	\$ 4,713.82
City - SW - General	\$ 33,696.52	\$ 85.14	\$ 33,781.66	\$ 38,844.67
	\$ 162,116.15	\$ 404.33	\$ 162,520.48	\$ 187,173.11

** Paid by county
RCW 84.69.100

NOV 12 2014

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

Memorandum

2ND READING

To: Mayor Anderson and City Council

From: Patsy Nelson 

Date: 11/6/14

Re: Public Hearing Property Tax Levy Ordinances (second reading)

Background information: The City of Sedro-Woolley's property taxes have two components. The first is voter approved bond tax revenues and the second is general property tax revenues.

Voter Approved Bond Tax Revenues This part of the ordinance is for the debt service for the Public Safety Building which was previously approved by the voters of Sedro-Woolley. The 2015 tax request is \$210,000 which has been the same since 2009. The final payment on this bond is December 1, 2016.

General Property Tax Revenues The Skagit County Assessor's preliminary assessed valuation report indicate an estimated \$724,276,039 tax base resulting in an maximum levy rate of \$2.53060, well under the statutory maximum of \$3.3750. As the Upper Skagit Indian Tribe has withdrawn its application for 2015 property tax exemptions, the final assessed valuation should be fairly close to the preliminary value. The final assessed valuations and resulting tax rate, will not be known until January/February, 2015.

If the Council were to decide upon a levy increase in the amount of 1%, it would result in \$17,815.61 of additional property tax; and a levy increase at the highest lawful levy would result in \$43,583.25 of additional property tax. The use of this tax increase is not limited to the general fund; it may be restricted for specific items such as the acquisition of land, payment of debt etc.

Process of Banking Property Tax If the Council does not wish to increase general property tax this year and save it as banked capacity for the future; approve an Ordinance with an increase of 1% and instruct the Finance Director to complete the 2015 Budget/Levy Request with a lower percentage increase. The difference between the ordinance and the levy request will be banked for the future.

If the Council does not wish to create banked capacity, either take the 1% tax increase (nothing left to bank) or approve an increase of 0%.

According to the Washington State Department of Revenue, no one has the authority to delete prior banked capacity so the dollar amount which is currently banked will remain available until used.

Three sample property tax ordinances are attached showing general property taxes increased at 0%, 1% and 2.44%. A 1% increase is the maximum allowed except in the case of banked capacity. If the City Council were to choose to use the City's entire banked capacity in 2015, it would result in a tax increase of 2.44%. The amount of the voter approved bond tax revenues is the same on all three sample ordinances. November 30 is the deadline for submitting property tax requests to Skagit County.

Sample motions:

I move to approve Ordinance ____-14 an ordinance of the City of Sedro-Woolley approving the property tax levy at an increase of 0%.

I move to approve Ordinance ____-14 an ordinance of the City of Sedro-Woolley approving the property tax levy at an increase of 1%.

I move to approve Ordinance _____-14 an ordinance of the City of Sedro-Woolley approving the property tax levy at an increase of 2.44%.

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY APPROVING THE PROPERTY TAX LEVY AT AN INCREASE OF 0%.

WHEREAS, The City Council of the City of Sedro-Woolley has properly given notice of the public hearing held November 12, 2014, to consider the City of Sedro-Woolley 2015 Real Estate Property Tax Levy; and

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Sedro-Woolley will not require an increase or decrease in general property tax revenue from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property, addition of properties as a result of annexation and any increase in the value of state assessed property, in order to discharge the expected expenses and obligations of the City of Sedro-Woolley and in its best interest; and

WHEREAS, per a 1996 citizen voted and approved GO Bond issuance, it is necessary to increase property taxes to pay GO Bond principal and interest; and

WHEREAS, the City's actual levy amount from the previous year was \$1,781,561; and

WHEREAS, the population of this City is more than 10,000; and now, therefore,

IT IS HEREBY ORDAINED, by the City Council of the City of Sedro-Woolley, an increase in the regular property tax levy shall not be imposed in addition to the increase resulting from the addition of new construction and improvements to property, addition of properties as a result of annexation and any increase in the value of state-assessed property. It is further ordained that the City Council hereby authorizes the 2015 levy in the amount of an increase of 0.00% from last year, or \$0.00 not to exceed the levy limit as allowed by law.

Also levied here is an amount necessary to fund the debt service of the 1996 G/O Bond Fund (Public Safety Building) in the amount of \$210,000.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 12th DAY OF NOVEMBER, 2014.

Mike Anderson, Mayor

ATTEST:

Finance Director

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. -14

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY APPROVING THE PROPERTY TAX LEVY AT AN INCREASE OF 1%.

WHEREAS, The City Council of the City of Sedro-Woolley has properly given notice of the public hearing held November 12, 2014, to consider the City of Sedro-Woolley 2015 Real Estate Property Tax Levy; and

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Sedro-Woolley will require an increase in general property tax revenue from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property, addition of properties as a result of annexation and any increase in the value of state assessed property, in order to discharge the expected expenses and obligations of the City of Sedro-Woolley and in its best interest; and

WHEREAS, per a 1996 citizen voted and approved GO Bond issuance, it is necessary to increase property taxes to pay GO Bond principal and interest; and

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WHEREAS, the population of this City is more than 10,000; and now, therefore,

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Also levied here is an amount necessary to fund the debt service of the 1996 G/O Bond Fund (Public Safety Building) in the amount of \$210,000.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 12th DAY OF NOVEMBER, 2014.

Mike Anderson, Mayor

ATTEST:

Finance Director

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. -14

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY APPROVING THE PROPERTY TAX LEVY AT AN INCREASE OF 2.44%.

WHEREAS, The City Council of the City of Sedro-Woolley has properly given notice of the public hearing held November 12, 2014, to consider the City of Sedro-Woolley 2015 Real Estate Property Tax Levy; and

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Sedro-Woolley will require an increase in general property tax revenue from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property, addition of properties as a result of annexation and any increase in the value of state assessed property, in order to discharge the expected expenses and obligations of the City of Sedro-Woolley and in its best interest; and

WHEREAS, per a 1996 citizen voted and approved GO Bond issuance, it is necessary to increase property taxes to pay GO Bond principal and interest; and

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IT IS HEREBY ORDAINED, by the City Council of the City of Sedro-Woolley, an increase in the regular property tax levy shall be imposed in addition to the increase resulting from the addition of new construction and improvements to property, addition of properties as a result of annexation and any increase in the value of state-assessed property. It is further ordained that the City Council hereby authorizes the 2015 levy in the amount of an increase of 2.44% (estimated) from last year, or \$43,583.25 not to exceed the levy limit as allowed by law.

Also levied here is an amount necessary to fund the debt service of the 1996 G/O Bond Fund (Public Safety Building) in the amount of \$210,000.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 12th DAY OF NOVEMBER, 2014.

Mike Anderson, Mayor

ATTEST:

Finance Director

APPROVED AS TO FORM:

City Attorney

**PRELIMINARY ASSESSED VALUE
FOR COMPUTATION OF PROPERTY
LEVY FOR DISTRICTS WITH
POPULATION MORE THAN 10,000
2014 LEVY FOR 2015 TAXES**

TAXING DISTRICT: CITY OF SEDRO-WOOLLEY

Tax Base for Regular Levy	
1. Preliminary total district taxable value (excluding boats, timber assessed value and senior citizen exemptions from regular levy). Tax base for regular levy:	\$712,411,697
2. 2014 State Assessed Utility value:	\$11,864,342
Preliminary Total Tax Base for Regular Levy	<u>\$724,276,039</u>
Tax Base for Excess and Voted Bond Levies	
3. Less assessed value of the senior citizen/disability exempt property:	
4. Plus 2014 Timber Assessed Value (TAV):	\$0
5. Tax Base for Excess and Voted Bond Levies (1+2-3+4):	<u>\$724,276,039</u>

**PRELIMINARY
LEVY LIMIT CALCULATION
2014 LEVY FOR 2015 TAXES**

A.	Highest regular tax which could have been lawfully levied beginning with the 1985 levy. Year: 2014 \$1,807,073 X 101% = \$1,825,144 (Actual levy taken: \$1781561, \$25512 banked)	
B.	Current year's assessed value of new construction, improvements and wind turbines, solar, biomass and geothermal facilities in original district before the annexation occurred times last years levy rate. A.V. \$3,074,200 X 2.5079291431 / \$1,000 = \$7,710	
C.	Current year's assessed value of state assessed property in original district if annexed, less last years value of state assessed property. The remainder to be multiplied by last year's regular levy rate. \$ _____ - \$ _____ = \$ _____ Current Yr. A.V. Previous Yr. A.V. Remainder \$ _____ X \$.000000000 / \$1,000 = Remainder Last Years Levy Rate	
D.	Refund Levy (Amount levied that was not collected in previous tax years)	\$ -
E.	Regular Property Tax Limit: A+B+C +D=	<u>\$1,832,854</u>

**PRELIMINARY LEVY RATE
COMPUTATION**

Regular Levy	
Type of Taxing District: Partial County Rural Library Dist	
Statutory maximum dollar rate for taxing district:	\$3.3750
The dollar amount of the certified levy divided by the assessed value \$1,832,854 / \$724,276,039 = 2.53060 *	
For Regular Rate, enter the lesser of the statutory maximum dollar rate or the certified levy rate:	\$2.53060
*Not to exceed the Statutory Maximum rate shown above!	

HOW TO USE BANKED CAPACITY

Taxing District #1 had a levy of \$1,781,561.46 for the 2014 tax year. They had the proper resolutions and could have had a levy of \$1,807,073.97. They now have \$25,512.51 in banked capacity available for the 2015 tax year.

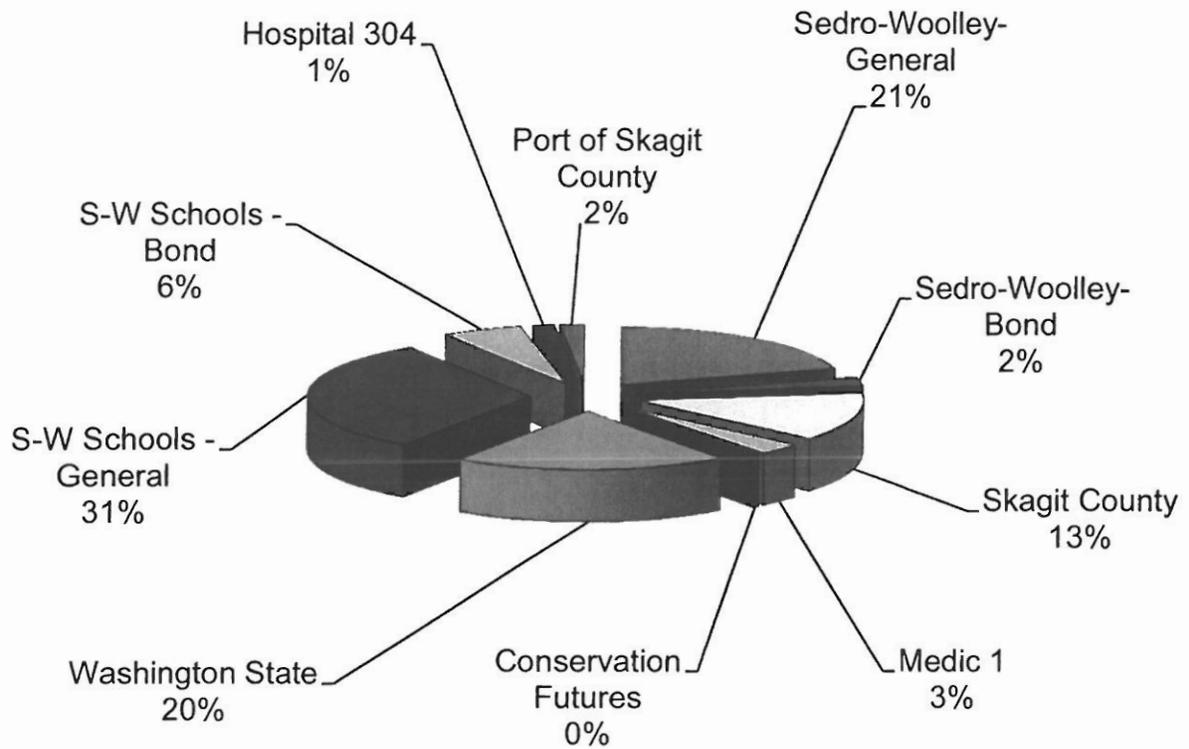
A 1% increase in the highest allowable (\$1,807,073.97) is \$1,825,144.71.

In order to collect the banked capacity the Resolution/Ordinance should request an increase of \$43,583.25 which is an increase of 2.44%.

Highest Allowable Levy	-	\$1,807,073.97
1% Increase	-	+ 18,070.74
2015 Highest Allowable	-	\$1,825,144.71
2015 Highest Allowable Levy	-	\$1,825,144.71
Less 2014 Levy taken	-	1,781,561.46
Increase allowed	-	\$ 43,583.25

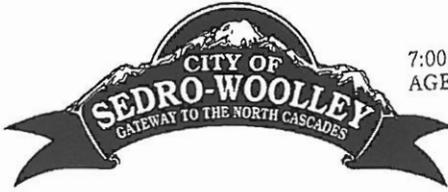
%Calculation 43,583.25 divided by 1,781,561.46 = 2.44%

City of Sedro-Woolley 2014 Property Tax



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 25 2014



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 2

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

Eron Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Pedestrian Interference Ordinance
FOR MEETING ON: November 25, 2014

ISSUE: Should the Council adopt the attached draft ordinance regulating pedestrian interference at key intersections within the city where conflicts exist between cars and people?

BACKGROUND: As requested by the City Council, attached is a draft ordinance dealing with the issue of pedestrian and vehicle safety when pedestrians are interfering with vehicles at key intersection sin Sedro-Woolley. This ordinance is substantially the same as the one Mount Vernon passed some time ago and references Mount Vernon 's legislative record. A full copy of that record will be available for review at the meeting.

This ordinance identifies particular roadways as prohibited roadways within the city where pedestrians are prohibited from entering for the purpose of delivering, receiving or exchanging goods or services or distributing publications to occupants of vehicles. Violations are misdemeanors punishable by a fine of up to \$500.00, imprisonment of up to 30 days or both.

Special events, parades and festivals permitted under SWMC 12.44 are exempt.

Attached is the map showing the prohibited roadways; a larger format version will be on hand Tuesday night.

We are scheduled to hold a public hearing on this ordinance on December 10, 2014.

RECOMMENDATION: *Provide any direction to staff in advance of the public hearing and second reading scheduled for December 10, 2014.*

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, SKAGIT COUNTY,
WASHINGTON, ADOPTING A NEW CHAPTER TO THE SEDRO-WOOLLEY
MUNICIPAL CODE REGULATING PEDESTRIAN CONDUCT IN CERTAIN
LOCATIONS POSING TRAFFIC FLOW AND SAFETY RISKS**

WHEREAS, various federal and state appellate courts recognize that there are evident dangers of physical injury and traffic disruption when individuals step into or stand in busy streets trying to engage drivers for any reason; and

WHEREAS, traffic flow and safety risks are heightened on state routes and certain arterials and collectors, due to traffic volume, speed, and routes commonly used by emergency responders; and

WHEREAS, roadways that feed into state routes and arterials, directly impact traffic flow and safety; and

WHEREAS, there is an increased risk that motor vehicle drivers while in travel approached by pedestrians to exchange goods or services will become distracted, stop suddenly, or linger at traffic control devices thereby causing significant traffic disruption, signal sensor disruption as well as posing a significant risk of physical injury to themselves, other motorists, pedestrians, and delay to emergency responders utilizing those roadways; and

WHEREAS, the distraction of motorists occasioned by the immediate exchange of goods or services between pedestrians and occupants of vehicles while in travel along state highways, certain arterials and collectors not only threatens to impede the orderly flow of traffic, but also raises serious concerns of traffic and public safety; and

WHEREAS, the City Council recognizes, as evidenced by its prior adoption of Chapter 12.44 SPECIAL EVENTS, PARADES AND FESTIVALS and the Model Traffic Ordinance, Chapter 10.44, that there are inherent traffic flow and safety risks associated with pedestrian-vehicle interaction; and

WHEREAS, distracted drivers are more prone to automobile accidents, and evidence was presented that accidents at intersections, along state highways, certain arterials and collectors constitute a substantial traffic safety problem and that the introduction of yet another distraction into the traffic system serves only to exacerbate that problem; and

WHEREAS, the City has a fundamental and substantial interest in traffic flow and safety; and

WHEREAS, the City has a fundamental and substantial interest in: i) lowering crime rates and crime incidents in concentrated areas, ii) reducing pollution, littering, and the public's exposure to dangerous items (e.g. human waste and needles), and ii) reducing a disproportionate use of

City resources in concentrated areas and that such are secondary effects of engaging in the immediate receipt of goods or services with vehicles while in travel along congested and heavily trafficked urban areas in the City; and

WHEREAS, the City conducted a public hearing in which testimony was taken regarding the impacts to motorists, pedestrians, traffic flow, traffic safety and secondary effects, has considered such testimony and has considered the legislative record produced herein and adopted hereto by this reference as well as evidence generated by the City of Spokane Valley adopted hereto by this reference and the legislative record and evidence generated by the City of Mount Vernon which is also adopted hereto by this reference; and

WHEREAS, the City Council seeks to promote the City's interest in traffic flow, public safety, and reduction of secondary effects cited herein by implementing narrowly tailored time, place, and manner regulations on conduct posing traffic flow and safety risks in specific public roadways.

NOW THEREFORE, the City Council of the City of Sedro-Woolley, Skagit County, Washington, do ordain as follows:

Section 1. Recitals. The recitals set forth above are incorporated as if fully set forth herein by this reference.

Section 2. A new chapter is added to Sedro-Woolley Municipal Code title 9 to read as follows:

9. Pedestrian Interference with Vehicular Traffic On Identified Roadways- Prohibited.

A. The purpose of this section is to promote the City's fundamental interest in public peace, health, and safety, by regulating conduct that occurs at locations and under circumstances specified herein which pose substantial risks to traffic flow, vehicular and pedestrian safety, and the public safety as a whole.

B. No person shall enter a prohibited roadway or be physically present within a prohibited roadway when that roadway is open for vehicular travel and deliver, receive, or exchange goods or services or distribute publications for any purpose with occupants of any vehicle unless the vehicle is legally parked.

C. As used in this section:

1. "Enter" means to cross the vertical plane of the edge of a prohibited roadway. It includes crossing the vertical plane by any part of a person's body or any extension thereof.

2. "Prohibited roadway" means a state route, or selected arterials and collector streets, and also the first 100 feet of a road that intersects a state route, or principal arterial, as measured from the edge of the state route, or selected arterial or collector streets.

a. Prohibited roadway:

- i. includes any portion of a road traveled by vehicles up to the sidewalk or curb where there exists a sidewalk or curb;
- ii. includes the first five feet beyond the edge of a paved shoulder where there is no sidewalk;
- iii. includes medians, which may be denoted by a physical barrier or solid yellow pavement markings;
- iv. excludes all sidewalks and curbs.

3. "goods or services" means: any tangible item including but not limited to, financial aid, monetary gifts, any article representing monetary value, or consumer goods, and any work or employment for duties performed by one that results in the benefit to another.

D. Prohibited roadways, with the exception of roadways within 100 feet of a state route, or selected arterials and collector streets, established herein are delineated upon the official map, entitled "Prohibited Roadways as Defined by SWMC 9.____.____ C 2 and Referenced in SWMC 9.____.____ D," as adopted as part of this code as if contained herein. The official map shall be filed in the City Finance Office. It shall be the duty of the City Attorney to cause the official map to be updated and maintained by having changes entered that the City Council may approve.

E. Any person who violates this section is guilty of a misdemeanor and shall be punished by a fine of not more than \$500.00, or by imprisonment not to exceed thirty days, or by both such fine and imprisonment.

F. The following are not violations under this section:

- 1. Activity authorized pursuant to Chapter 12.44 SPECIAL EVENTS, PARADES AND FESTIVALS.
- 2. A person summoning, delivering, or receiving aid in an emergency situation.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective five days after publication of the Ordinance, or a summary thereof, in the official newspaper of the City.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2014, and signed in authentication of its passage this ____ day of _____, 2014.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

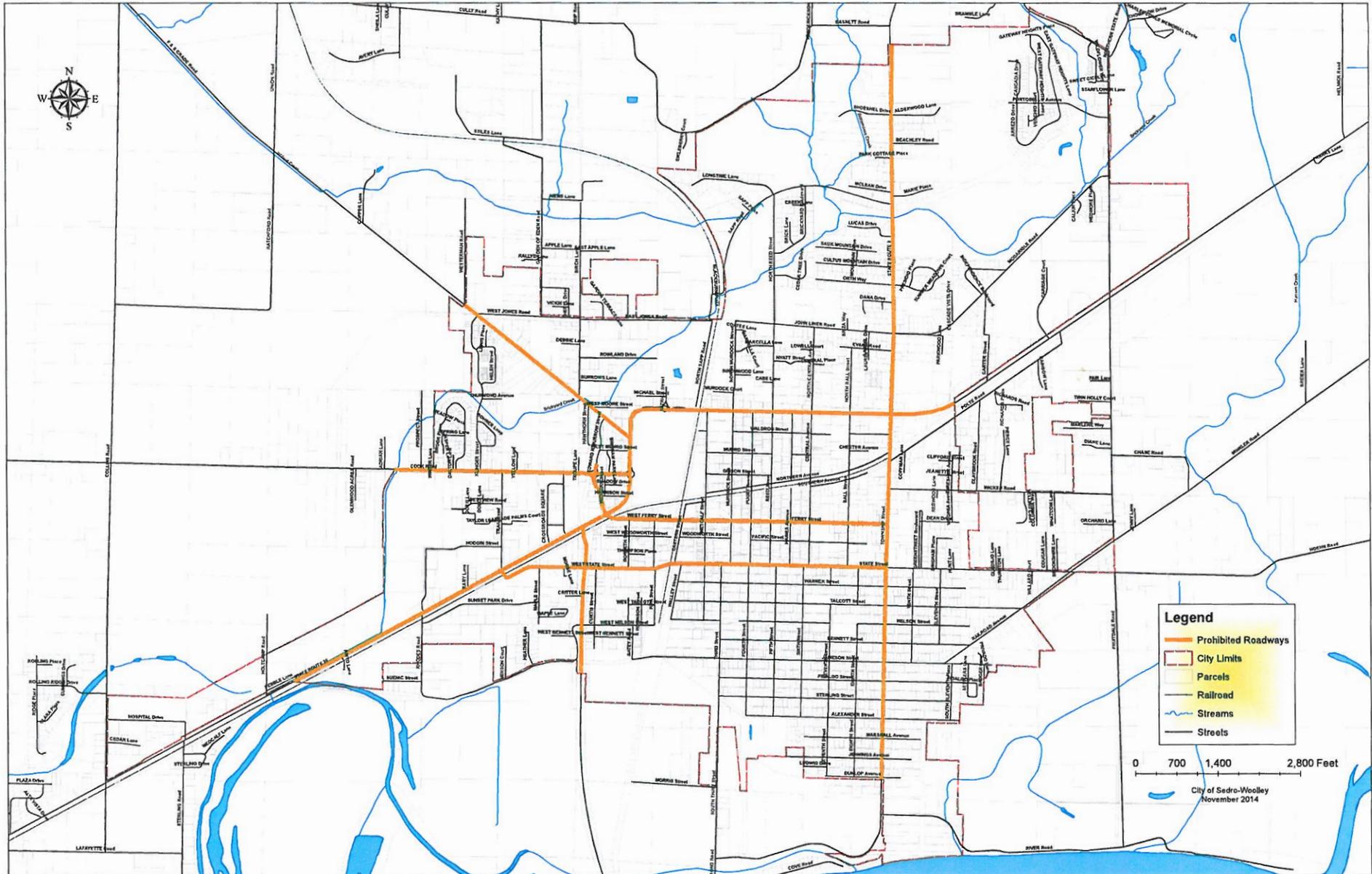
Approved as to form:

Eron Berg, City Attorney

Filed with the City Clerk:	November 7, 2014
First Reading:	November 25, 2014
Public Hearing:	December 10, 2014
Second Reading:	December 10, 2014
Passed by the City Council:	
Signed by the Mayor:	
Date of Publication:	

CITY OF SEDRO-WOOLLEY

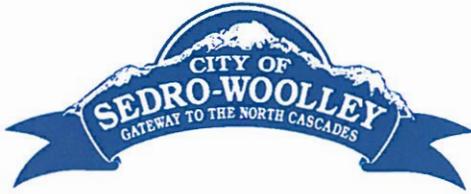
Prohibited Roadways as Defined by SWMC 9.____C 2 and Referenced in SWMC 9.____D



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 25 2014

CITY OF SEDRO-WOLLEY



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building
AGENDA NO. 9 325 Metcalf Street

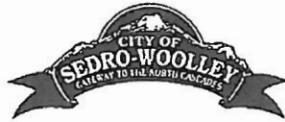
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Christine Salseina
Deputy Clerk

MEMO TO: City Council
FROM: Christine Salseina, Deputy Clerk
RE: **Reports of Contracts approved under SWMC 2.104.060**
DATE: November 25, 2014

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

<u>Contract</u> <u>Dollar Amount</u>	<u>Purpose</u>	<u>Date</u>
1. Feller Heating & Air Conditioning Inc. \$1,200.00	HVAC Preventative Maintenance	02/11/2014
2. Accuwest Pacific, LLC dba Apollo Gutters & Decks \$3,500.00	Gutters for Library & other locations	10/02/2014
3. Environmental Abatement Services Inc. \$3,500.00	205 N. Reed Street	11/20/2014
4. BIAS Software \$6,375.26	Annual Software Support for 2015	10/27/2014



ORIGINAL

PUBLIC WORKS AGREEMENT 2014-PW-10

Project Name: 2014 Sanitary Sewer Heating and Air Conditioning Maintenance

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Feller Heating and Air Conditioning Inc., 501 Virginia Street, Bellingham, WA 98225**, (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: **Provide bi-annual preventative maintenance service on City owned Sanitary Sewer HVAC systems.**

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 **Debbie Allen** as its Project Manager. Contractor designates _____ as its Project Manager.

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

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

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

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

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

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

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

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

III. PAYMENT

A. The maximum payable hereunder is **\$1200.00**.

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

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

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

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

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

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

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

C. Scope of project: **Provide bi-annual preventative maintenance service on City owned Sanitary Sewer HVAC systems.**

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

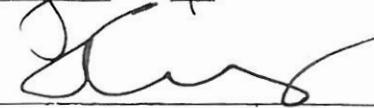
I. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the 11th day of February, 2014, for the Contractor, Feller Formy & LLC



, Contractor

EXECUTED, this the 7 day of February, 2014, for the CITY OF SEDRO-WOOLLEY:



City Supervisor

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

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

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

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

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

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

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

Designate below the type of investment selected:

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____

Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY

City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____

EXHIBIT A



501 Virginia St.
Bellingham WA 98225
Phone 360.733.4827
Fax 360.733.5934
www.fellerheating.com

LABOR AND EQUIPMENT RATE SHEET

2014

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (4)
Labor Rates		
Journeyman HVAC Technician	\$103.00	\$152.00
Priority Protection Contract (Preventative Maintenance)	\$285/Complete	\$190/Filter Service
Material Markup Rate, %		
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley		
Equipment Rates		
	Unit Cost	Unit
Service Truck with tools		Per Hour

Trip Charge

NOTES:

0-\$25 X 3.5
\$26 - \$50 X 3.5
\$51 - \$100 X 2.5
\$101 - \$150 X 2.25
\$151 - \$200 X 2
\$201 AND UP IS 1.65



PUBLIC WORKS AGREEMENT 2014-PW-22

Project Name: 2014 On-Call Gutter Installation and Repair

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and Accuwest Pacific LLC, dba Apollo Gutters & Decks, 215 Township Street, Sedro-Woolley, WA 98284, (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: **Install approximately 361 lf of new 5k style aluminum continuous gutter at Sedro-Woolley Library and other locations to be determined as requested by task order per Request for Proposals dated September 11, 2014.**

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 (360-661-6492)** as its Project Manager. Contractor designates DAN ESTERBROOK as its Project Manager.

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

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

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

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

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

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

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

III. PAYMENT

A. The maximum payable hereunder is **\$3,500.00**.

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

C. 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.

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 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: **Install approximately 361 lf of new 5k style aluminum continuous gutter at Sedro-Woolley Library and other locations to be determined as requested by task order per Request for Proposals dated September 11, 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

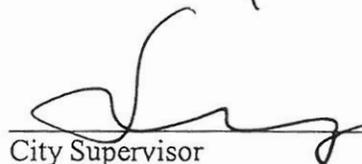
I. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the 2 day of October, 2014, for the Contractor, ACCUWEST PACIFIC LLC, dba APOLLO GUTTERS & DECKS:



, Contractor

EXECUTED, this the 2 day of October, 2014, for the CITY OF SEDRO-WOOLLEY:



City Supervisor

RETAINAGE INVESTMENT OPTION

CONTRACTOR: ACCUWEST PACIFIC LLC dba APOLLO GUTTERS & DECKS

PROJECT NAME: SEDRO-WOOLLEY LIBRARY

DATE: OCT 01, 2014

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

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

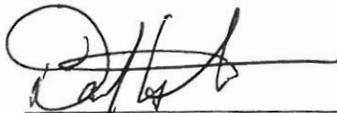
**BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-
WOOLLEY:**

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

Designate below the type of investment selected:

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

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



(Contractor's Signature)

10-1-14

Date

OWNER

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

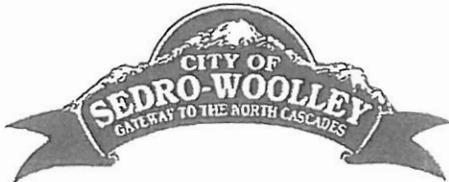
City Attorney

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

Bank or Trust Company

By: _____

EXHIBIT A



2014 On-Call Gutter Installation and Repair PROPOSAL

Proposals due by 2 pm, September 25, 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 rosario@ci.sedro-woolley.wa.us.

We, the undersigned, hereby agree to bid the following per the "Request for Proposals" – 2014 On-Call Gutter Installation and Repair":

SCHEDULE 1: Gutter Installation – Lump Sum:

1. Sedro-Woolley Library, LS Gutter Installation (361 lf of new 5K Style, Aluminum continuous gutters, 7 downspouts)	<u>\$2116.00</u>
SUBTOTAL	<u>\$2116.00</u>
SALES TAX AT 8.5%	<u>\$179.86</u> ✓
TOTAL SCHEDULE 1	<u>\$2295.86</u> ✓

SCHEDULE 2: Miscellaneous Gutter Repair – Hourly Basis:

2. Miscellaneous Gutter Repair – Hourly Basis; Estimated 8 hours for bid purposes.

Gutter Installer	<u>\$ 48.53</u> per hour
Straight Time	
Service Vehicle including tools	<u>\$ 32.00</u> per hour
Estimated Mobilization per service call	<u>\$</u> per service call
Markup on Materials (\$200 material value to be used for bid purposes)	<u>20</u> %

BIDDER NAME: ACUWEST PACIFIC LLC
dan APOLLO GUTTERS + DECKS

ADDRESS: 215 TOWNSHIP ST.
SEDRO-WOOLLEY WA 98284

CONTACT: DAN ESTABROOK

TELEPHONE: 360-855-0396

UBI NO.: 600-669-774

REQUIRED ENCLOSURE(S):
Statement of Bidder's Qualifications ATTACHED



PUBLIC WORKS AGREEMENT 2014-PW-23

Project Name: 2014 Environmental Abatement Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Environmental Abatement Services Inc.**, P.O. Box 2503, 18365 W. Lincoln Street, Mount Vernon, WA 98273, (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **Removal of kitchen floor and 5 windows and 160 sq. ft. of cab skirting at 205 N. Reed Street, Sedro-Woolley, WA**

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 (360-661-6492)** as its Project Manager. Contractor designates Catherine M. [Signature] as its Project Manager.

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

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

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

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

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

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

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

III. PAYMENT

A. The maximum payable hereunder is **\$3,500.00**.

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, Bid Proposal or agreed Lump Sum Price.

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 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: **Removal of kitchen floor and 5 windows and 160 sq. ft. of cab skirting at 205 N. Reed Street, Sedro-Woolley, WA**

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 17th day of October, 2014, for the Contractor, ENVIRONMENTAL ABATEMENT SERVICES INC:


_____, Contractor

EXECUTED, this the 20 day of October, 2014, for the CITY OF SEDRO-WOOLLEY:



City Supervisor

RETAINAGE INVESTMENT OPTION

CONTRACTOR: **ENVIRONMENTAL ABATEMENT SERVICES INC.**

PROJECT NAME: **2014 ENVIRONMENTAL ABATEMENT SERVICES**

DATE: October 17, 2014

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

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

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

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

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

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

Designate below the type of investment selected:

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

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



(Contractor's Signature)

10/17/14

Date

Title

EXHIBIT A

Environmental Abatement Services, Inc.

P.O. Box 2503 / 18365 W. Lincoln Street
Mount Vernon, WA 98273
Office: 360-755-1085
Josh Cell: 425-350-0353
Fax: 360-588-4180
E-Mail: asbestoseas@aol.com

MWBE/DBE

Proposal Submitted To:		Work to be Performed At:	
Name:	NATHAN	Street:	205 N REED ST
Company:	CITY OF SEDRO WOOLLEY	City/State/Zip:	SEDRO WOOLLEY
Street:		Bid Date:	10-16-14
City/State/Zip:		Project:	ABATEMENT FOR DEMO
Phone:			DEMO
Cell:	360-661-6492		
Fax:	Nsaiseina@ci.sedro-woolley.wa.us		

TERMS OF PROPOSAL: Environmental Abatement Services, Inc. (EAS), operating under the laws of the State of Washington, in the City of Mount Vernon, hereby proposes to furnish the materials and perform the labor necessary for the completion of

Removal of kitchen floor & 5 windows and 160 sq ft of cab skirting. The brush need to be cleaned around the house to get to the cab skirting removed. Total amount \$2900.00

TCLP FOR LEAD DISPOSAL FOR DEMO \$275.00 FOR A 10 DAY TURN AROUND

If the proposal is found acceptable, please sign at the bottom of the page and complete the information requested below for the filing of notices with NWCAA/PSCA and the Washington State Department of Labor and Industries:

Age of Structure: _____ Property Owner: _____
Size of Structure (sf): _____ Owners Phone: _____
Number of Floors: _____ Owner Address: _____

CONDITIONS, TERMS & QUALIFICATIONS:

All removal and disposal methods conform with local, state, and federal regulations applicable to the removal of ACM materials. All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications provided for the above work. Contractor will supply all labor, supervision, materials, equipment, agency notices, abatement permits, air monitoring and lab analysis, and site safety provisions.

Environmental Abatement Services, Inc., is a licensed general contractor (ENVIRAS014RA), and a licensed asbestos abatement contractor (1279) will utilize certified asbestos workers under the direction of a certified asbestos supervisor and agrees to complete the above work in a substantial workmanlike manner for the sum of:

dollars

With payments to be made as follows: **Standard payment procedures – due upon completion**

If the invoice is not paid in full within 30 days of the invoice date a 12% annual finance charge will be assessed monthly to the invoice amount. Under Washington State law, those who furnish labor, professional services, materials, or equipment for the construction, repair, remodel or alternation of your property have a right to file a lien against this property if they are not paid. Please be aware that we will file such a lien if we are not paid in full within 60 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents, or delays beyond our control.

Respectfully submitted: CATHERINE MARQUEZ Title: Owner

NOTE: This proposal may be withdrawn by EAS if not accepted within 60 days

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are Authorized to do the work as specified. Payments will be made as outlined above.

Signature

Title

Date

Order form for: **City of Sedro-Woolley**

Prepared on: **October 9, 2014**

Account Contact **Patsy Nelson**

2015 Annual Service Fee: \$6,375.26

ORDER FORM

Order Prepared For:

Order Prepared By:

Company: **City of Sedro-Woolley**
 Contact: **Patsy Nelson**
 Address: **325 Metcalf St.**
 Sedro-Woolley, Washington 98284
 Phone: **(360) 855-9925**
 Email: **pnelson@ci.sedro-woolley.wa.us**

Company: **BIAS Software**
 Contact: **Mark Felchlin**
 Address: **327 E Pacific**
 Spokane, Washington 99202
 Phone: **509.443.3332**
 Email: **mark@biassoftware.com**

ORDER DETAILS

Professional Services				
Product	Modules	Qty.	Sub-total	Extended Price
2015 Annual Support	Financial	1	\$1,350.00	\$1,350.00
2015 Annual Support	Payroll	1	\$1,552.50	\$1,552.50
2015 Annual Support	Cash Receipting	1	\$1,350.00	\$1,350.00
2015 Annual Support	Utilities	1	\$1,912.50	\$1,912.50
Total IT Services:				\$0.00
Total Cloud Licenses:				\$0.00
Other Fees:				
SIGN & RETURN BY				
11.30.14				
Discounts:				(\$300.00)
Tax				\$510.26
Grand Total				\$6,375.26
(Tax Included)				

Enhancements

YOU'RE INVITED
2015 BIAS Rally
 Come see what BIAS Community is all about!
 Tuesday, February 17th – Friday, February 20th
 The Davenport Hotel | Spokane, WA
 more info www.biassoftware.com/rally
Sign Up: Contact Sue at 509.443.3332

Contract Special Terms

During the Contract Term and for one year thereafter, Customer shall not disclose the pricing or terms hereunder to any third party without Customer notifying BIAS in writing prior to disclosure.

PAYMENT:

Annual Support Fee is due on the contract year by January 31st. Invoice will be generated upon receiving signed Order Form.

Remarks

WINDOWS XP

BIAS will no longer install BIAS Software on XP computers. Microsoft discontinued support for Windows XP in April of 2014. Since then we have continued to support Windows XP, however the risks involved in maintaining an unsupported OS in today's environment is great. Therefore we will be discontinuing support for Windows XP as of the end of 2014. This means we will no longer install BIAS software on XP machines and we will provide a very limited if any troubleshooting for existing XP machines.

BIAS offers several installation options including: Stand alone, Workgroup, Client-server, and **(new!)** Hosted. Our IT staff will work with you to find the right fit for your organization.

Please feel free to contact us if you have any questions about the Order Form details.

Upon signature by Customer and submission to BIAS, this Order Form shall become legally binding and governed by the Master Subscription Agreement between BIAS and Customer unless otherwise agreed by BIAS and Customer.

Name: BRON BELL
Title: CITY SUPERVISOR
Date: 10/27/14

Signature: 

Please sign digitally or print and fax to 888.228.0030 or email to sue@biassoftware.com.