

Next Ord: 1819-15  
Next Res: 926-15

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**

**August 12, 2015**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar.....3-66

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

- a. Approval of Agenda
  - b. Minutes from Previous Meeting (Including July 22, 2015 Special Meeting)
  - c. Finance
    - Claim Checks #181988 to #182108 in the amount of \$522,137.29
    - Payroll Checks #58634 to #58651 plus EFT's in the amount of \$290,264.85
  - d. Skagit Soils Contract
  - e. Police Vehicle Purchases
  - f. Proposed Resolution 924-15 - Smith & Loveless Duplex Sanitary Sewer Pump Station
  - g. Request for Approval of Interagency Agreement – FY 2015-2016 Puget Sound Local Source Control Specialists Partnership
  - h. Proposed Resolution 925-15 - Local Agency Agreement with WSDOT for design phase federal funding obligation for the SR20/Cascade Trail West Extension Phase 1B Hodgkin Road to Trail Road
  - i. Library Board Request – Non-Resident Library Card Fees
- 4. Swearing-in of Officer Katie Wilson
  - 5. Public Comment.....67

**PUBLIC HEARING**

**UNFINISHED BUSINESS**

- 6. Agreement with Waste Management for accepting and processing recyclables.....68-80
- 7. Transportation Grant Approval and Match Requirements – 2015 TIB Applications.....81-82
- 8. Proposed Amendments to the Sedro-Woolley Municipal Code, Chapter 16.28 Binding Site Plan  
(2nd reading).....83-117

**NEW BUSINESS**

- 9. Parking Ordinance (1st reading).....118-122

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

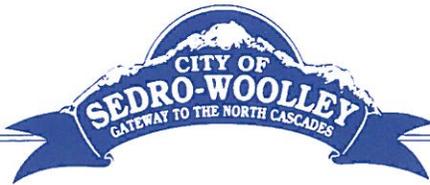
- 10. Report of Contracts approved under SWMC 2.104.060.....123

**EXECUTIVE SESSION**

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

AUG 12 2015

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



DATE: August 12, 2015  
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 August 12, 2015 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.

AUG 12 2015

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

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CITY OF SEDRO-WOOLLEY  
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Special Meeting of the City Council  
July 22, 2015 – 6:00 P.M. – Fire Training Room

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner and Rick Lemley. Staff: Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger and WWTP Supervisor Allen.

Mayor Anderson opened the meeting with the flag salute at 6:00 P.M.

**Volume Based/Strength Based Billing Options**

- The Council continued discussion from a previous meeting regarding Volume Based/Strength Based Billing Options with Katy Isaksen of Katy Isaksen & Assoc. in attendance. No decision was reached nor was there any direction given to staff. The Council chose to ponder the issue and continue discussions when all councilors are present.

The meeting adjourned at 6:55 P.M. and moved locations for the Regular Council meeting.

AUG 12 2015

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
July 22, 2015 – 7:00 P.M. – Council Chambers

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

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #181893 to #181987 plus EFT's in the amount of \$315,257.76
  - Payroll Checks #58619 to #58633 plus EFT's in the amount of \$243,451.22

Councilmember Wagoner moved to approve the consent calendar items A through D. Seconded by Councilmember Kornegay. Motion carried (5-0).

Swearing-in of Officers Zach Carroll, Jed Cates, Bryan Hull and Austin McCombs

Police Chief Tucker introduced new officers Zach Carroll, Jed Cates, Bryan Hull and Austin McCombs. Mayor Anderson then administered the Oath of Office which was followed by a round of applause and photos.

City Supervisor/Attorney Berg gave recognition to Teresa Neshiem for her role in the hiring process of the new officers and other related duties she has taken on.

Special Recognition honoring Don Wick, Executive Director of EDASC (Resolution 922-15)

Mayor Anderson read Resolution #922-15 Honoring and Recognizing Don Wick for 28 Years of Service upon his retirement as Executive Director of EDASC.

Councilmember Lemley moved to approve Resolution No. 922-15 A Resolution Honoring and Recognizing Don Wick. Seconded by Councilmember Kornegay. Motion carried (5-0).

Don Wick addressed the Council and audience members and spoke of his love for Sedro-Woolley and the community.

## Public Comment

Corrienne Jensen -- 739 Sapp Road, Vice President of the Sedro Woolley Arts Council addressed the Council with an idea for a community arts project at the Skate Park. She said she would also like to help with promotions for the Skate Park competition.

## **PUBLIC HEARING**

### Solid Waste Rate Changes Relating to Commercial Recycling and Curbside Food & Yard Waste

City Supervisor/Attorney Berg reviewed the changes from the last meeting. The changes were in the organization of the rate table. Berg reported on the progress and that things are moving quickly. He reiterated that there are no changes in the rates but the ordinance will allow the City to participate in commercial recycling and curbside food and yard waste. He also noted the plans to rewrite the chapter in the near future to make it more user friendly.

Mayor Anderson opened the public hearing at 7:20 P.M.

Council questioned the publication date of the public hearing. It was noted it was published on July 6 and 13<sup>th</sup>.

Mayor Anderson closed the public hearing at 7:20:30

Councilmember Wagoner moved to adopt 1818-15 An Ordinance Amending and Adding Sections to the Chapter 8.04 of the Sedro-Woolley Municipal Code to Establish Solid Waste Utility Rates and Charges for Commercial Recycling and Residential Food and Yard waste. Seconded by Councilmember Lemley. Motion carried (5-0).

## **UNFINISHED BUSINESS**

### Port of Skagit Proposal Regarding Northern State

City Supervisor/Attorney Berg noted the attendance of Ann Sweeney from DES in the audience. He addressed the late materials that includes a two page executive summary and a request for the support of the proposal as outlined in the executive summary. Berg noted the goal is to have it to DES by the end of July. Discussion ensued with Council questions.

Councilmember Wagoner moved to support and endorse the Proposal from Port of Skagit to the State of Washington Department of Enterprise Services (DES) for the Transition of the Northern State Property as outlined in the Executive Summary presented at the joint meeting of Skagit County, Port of Skagit and City of Sedro-Woolley held on July 17, 2015. Seconded by Councilmember Kornegay. Motion carried (5-0).

## **NEW BUSINESS**

### Skagit Soils Contract

City Supervisor/Attorney Berg introduced a proposed contract with Skagit Soils that would allow the City to take yard waste, food and compost to Skagit Soils. With no objections, it will be placed on the consent calendar for the next meeting.

### STP Call for Projects Grant Application for the SR20/SR9N-Township Intersection Improvements Project

Public Works Director Freiburger explained the emergency call for applications under the STP program. The project recommended is the SR20/SR9N-Township Intersection Improvements Project. This would be for the design phase of the project.

Councilmember Kornegay moved to authorize the Mayor to sign and staff to submit the STP Call for Projects grant application for the SR20/SR9N-Township Intersection Improvements Project. Seconded by Councilmember Loy. Motion carried (5-0).

### Jail Medical & Amendment to the Jail Interlocal

- Motion to Approve and Ratify Jail Medical Agreement Effective July 1, 2015
- Motion to Approve Amendment to the Jail Interlocal Agreement

City Supervisor/Attorney Berg reviewed the Jail medical and amendment to the Jail Interlocal. The proposed changes would be a risk sharing model. Berg detailed several examples. He noted the agreement was a result of a collection of discussions with the agreement being the outcome. Berg requested action.

Councilmember Wagoner moved to approve and ratify the attached agreement on jail medical effective July 1, 2015. Seconded by Councilmember Kinzer. Motion carried (5-0).

Councilmember Wagoner moved to approve the attached amendment to the jail interlocal agreement. Seconded by Councilmember Lemley. Motion carried (5-0).

### Late Material – Ambulance Transport Fees and Collection Policy

City Supervisor/Attorney Berg reported the City has received their Medicare number and the National Provider number. The proposed resolution adopts the countywide fee schedule, which the City agreed to within the interlocal agreement approved last month. Also to be considered is an agreement with Central Valley Ambulance Authority (CVAA) for billing.

Fire Chief Klinger stated the contract is consistent with other cities and the CVAA is a good outfit.

Discussion ensued regarding call charges for transport, anticipated number of transports, cost objective is to take the funds and allocate to current staffing costs.

Councilmember Wagoner moved to adopt Resolution No. 923-15 A Resolution Adopting Fees for Ambulance Transports and Adopting a Policy for Collecting Those Fees . Seconded by Councilmember Lemley. Motion carried (5-0).

Councilmember Wagoner moved to approve the attached agreement for billing with Central Valley Ambulance Authority. Seconded by Councilmember Lemley. Motion carried (5-0).

#### Proposed Amendments to the Sedro-Woolley Municipal Code, Chapter 16.28 Binding Site Plan

Planning Director Coleman reviewed proposed changes to the SWMC Chapter 16.28 (Binding Site Plan) which will result in consistency with Chapter 2.90 (Consolidated Planning Procedures). He noted this is a first read and will be on the agenda for a vote at the next meeting.

### **COMMITTEE REPORTS AND REPORTS FROM OFFICER**

Police Chief Tucker – reported the new officers now on duty and going through their training.

Fire Chief Klinger – announced three more of the Firefighters leaving the Department to go to Boeing and Bellingham. He also announced the hiring of two new Firefighters.

Planning Director Coleman – reported that the Building Department is very busy. He also reported the Planning Commission is reviewing the Buildable Lands Analysis which is in its final draft form. He then went on to address a shortage of industrial and commercial land within the UGA. Coleman addressed the next steps of finding where to place the area. He also noted a public hearing will be held in August on the issue.

Discussion was held regarding the process for Councilmembers interested in attending Planning Commission meetings.

Public Works Director Frieberger – updated the Council on the Public Works activities to include the Greenstreet Sewer Project, 137 N. Central Ditch Line Construction, 205 N. Reed Project and Janicki Fields Grading Project. Frieberger also addressed several grant opportunities, as well as an update was presented on the Tesarik Ballfield project.

City Supervisor/Attorney Berg – reported that it has been a busy summer. He reviewed a request from the EMS to establish a work group to review alternatives for service delivery and requested a Council motion to approve the City’s participation in the workgroup.

Councilmember Kornegay moved to for Sedro-Woolley to participate in the workgroup. Seconded by Councilmember Kinzer. Motion carried (5-0).

Finance Director Nelson – stated she was pleased to witness the swearing in of the four officers.

Councilmember Lemley – thanked the Public Works Department of highlighting the ADA curbs.

Councilmember Wagoner – reported he attended the first free Rotary Concert at Riverfront Park. The next concert is scheduled for Sunday, August 2<sup>nd</sup>.

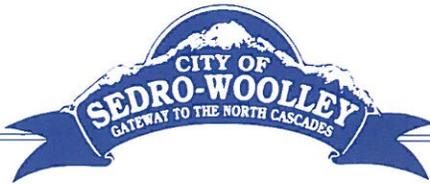
Councilmember Kinzer – brought up finding needles at the ball field.

Councilmember Loy moved to adjourn. Seconded by Councilmember Lemley. Motion carried (5-0).

The meeting adjourned at 8:27 P.M.

AUG 12 2015

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



DATE: August 12, 2015  
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 August 12, 2015.

Motion to approve Claim Checks #181988 to #182108 in the amount of \$522,137.29.

Motion to approve Payroll Checks #58634 to #58651 plus EFT's in the amount of \$290,264.85.

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

08/01/2015 To: 08/31/2015

Time: 15:59:58 Date: 08/06/2015  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5495	08/12/2015	Claims	2	181988	A WorkSAFE Service, Inc.	104.00	
					001 - 521 20 41 001 - Professional Services	104.00	
5496	08/12/2015	Claims	2	181989	A-1 Mobile Lock & Key	78.66	
					103 - 542 64 31 002 - Traffic Signal Supplies	78.66	
5497	08/12/2015	Claims	2	181990	AT & T	181.44	
					001 - 512 50 42 020 - Telephone	0.92	
					001 - 513 10 42 020 - Telephone	0.92	
					001 - 514 23 42 020 - Telephone	16.33	
					001 - 515 30 42 001 - Telephone	16.33	
					001 - 518 80 42 020 - Telephone	3.63	
					001 - 521 20 42 020 - Telephone	70.78	
					001 - 522 20 42 020 - Telephone	29.04	
					001 - 524 20 42 020 - Telephone	5.44	
					401 - 535 80 42 020 - Telephone	1.76	
					412 - 537 80 42 020 - Telephone	3.63	
					001 - 558 60 42 020 - Telephone	16.33	
					105 - 572 20 42 020 - Telephone	3.63	
					001 - 595 10 42 020 - Telephone	12.70	
5498	08/12/2015	Claims	2	181991	ATV Signs	8,117.97	
					412 - 537 80 31 000 - Operating Supplies	379.75	
					412 - 537 80 31 000 - Operating Supplies	1,757.70	
					412 - 537 80 31 000 - Operating Supplies	5,859.00	
					001 - 595 10 31 001 - Address & Street Signs-Reiml	121.52	
5499	08/12/2015	Claims	2	181992	Advanced Analytical Solutions	67.00	
					401 - 535 80 41 000 - Professional Services	67.00	
5500	08/12/2015	Claims	2	181993	American Fleet Main LLC	149.73	
					001 - 522 20 48 000 - Repairs/Maint-Equip	149.73	
5501	08/12/2015	Claims	2	181994	American Girl	39.95	
					105 - 594 72 64 000 - Books & Materials	39.95	
5502	08/12/2015	Claims	2	181995	Anacortes Printing	97.65	
					001 - 521 20 31 010 - Printing/Publications	97.65	
5503	08/12/2015	Claims	2	181996	Andgar	1,775.06	
					401 - 535 50 48 050 - Maint Of General Equip	1,775.06	
5504	08/12/2015	Claims	2	181997	Aramark Uniform Services	44.82	
					401 - 535 80 49 000 - Laundry	8.22	
					401 - 535 80 49 000 - Laundry	8.22	
					401 - 535 80 49 000 - Laundry	8.22	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
5505	08/12/2015	Claims	2	181998	Assoc Petroleum Products	7,849.39	
					001 - 518 20 32 000 - Auto Fuel	33.92	
					001 - 518 20 32 000 - Auto Fuel	138.54	
					001 - 521 20 32 000 - Auto Fuel	1,378.39	
					001 - 522 20 32 000 - Auto Fuel/Diesel	655.59	
					401 - 535 80 32 000 - Auto Fuel/Diesel	130.65	
					401 - 535 80 32 000 - Auto Fuel/Diesel	49.81	
					401 - 535 80 32 000 - Auto Fuel/Diesel	53.54	
					102 - 536 20 32 000 - Auto Fuel/Diesel	181.28	
					412 - 537 80 32 000 - Auto Fuel/Diesel	149.06	
					412 - 537 80 32 000 - Auto Fuel/Diesel	187.54	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,672.90	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,998.37	
					103 - 542 30 32 000 - Auto Fuel/Diesel	42.20	

# CHECK REGISTER

City Of Sedro-Woolley  
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08/01/2015 To: 08/31/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 30 32 000		- Auto Fuel/Diesel	191.77	
			103 - 542 30 32 000		- Auto Fuel/Diesel	380.90	
			103 - 542 30 32 000		- Auto Fuel/Diesel	250.86	
			103 - 542 30 32 000		- Auto Fuel/Diesel	252.75	
			101 - 576 80 32 000		- Auto Fuel/Diesel	30.82	
			101 - 576 80 32 000		- Auto Fuel/Diesel	41.20	
			101 - 576 80 32 000		- Auto Fuel/Diesel	29.30	
<b>5506</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>181999</b>	<b>Bay City Supply</b>		<b>915.46</b>
			101 - 576 80 31 001		- Operating Sup - Riverfront	410.35	
			101 - 576 80 31 007		- Operating Sup - Library	110.67	
			101 - 576 80 31 007		- Operating Sup - Library	148.43	
			101 - 576 80 31 012		- Operating Sup - Hammer	246.01	
<b>5507</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182000</b>	<b>Reginald Dave Bell</b>		<b>138.13</b>
			621 - 389 50 00 000		- Unapplied Cash - Suspense	-138.13	
<b>5508</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182001</b>	<b>Berg Vault Company</b>		<b>1,745.00</b>
			102 - 536 20 34 000		- Liners	1,745.00	
<b>5509</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182002</b>	<b>Eron Berg</b>		<b>150.00</b>
			001 - 513 10 28 000		- Employee Wellness	150.00	
<b>5510</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182003</b>	<b>Blumenthal Uniform &amp; Equip</b>		<b>1,607.37</b>
			001 - 521 20 26 000		- Uniforms/Accessories	106.56	
			001 - 521 20 26 000		- Uniforms/Accessories	120.55	
			001 - 521 20 26 000		- Uniforms/Accessories	501.70	
			001 - 521 20 26 000		- Uniforms/Accessories	146.46	
			001 - 521 20 26 000		- Uniforms/Accessories	10.85	
			001 - 521 20 26 000		- Uniforms/Accessories	365.16	
			001 - 522 20 26 000		- Uniforms	258.66	
			001 - 594 21 64 000		- Machinery & Equipment	97.43	
<b>5511</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182004</b>	<b>Brown &amp; Cole Stores</b>		<b>62.19</b>
			001 - 521 20 31 002		- Office/Operating Supplies	11.97	
			401 - 535 80 31 010		- Operating Supplies	50.22	
<b>5512</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182005</b>	<b>CPI Plumbing &amp; Heating</b>		<b>547.03</b>
			401 - 535 50 48 050		- Maint Of General Equip	547.03	
<b>5513</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182006</b>	<b>Capital One Commercial</b>		<b>585.06</b>
			001 - 517 90 43 001		- Employee Recognition	34.67	
			001 - 517 90 49 003		- Employee Wellness (supplies)	342.56	
			001 - 521 20 31 002		- Office/Operating Supplies	67.95	
			401 - 535 80 31 010		- Operating Supplies	139.88	
<b>5514</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182007</b>	<b>Cascade Natural Gas Corp</b>		<b>130.32</b>
			401 - 535 80 47 000		- Public Utilities	16.67	
			412 - 537 80 47 000		- Public Utilities	15.66	
			103 - 542 63 47 000		- Public Utilities	10.60	
			103 - 542 63 47 000		- Public Utilities	3.18	
			105 - 572 20 47 000		- Public Utilities	10.60	
			101 - 576 80 47 010		- Community Center	16.67	
			101 - 576 80 47 020		- Senior Center	34.87	
			101 - 576 80 47 050		- Hammer Square	14.65	
			101 - 576 80 47 052		- Bingham Caretaker	7.42	
<b>5515</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182008</b>	<b>Central Welding Supply</b>		<b>75.34</b>
			412 - 537 80 31 000		- Operating Supplies	75.34	
<b>5516</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182009</b>	<b>Cenveo</b>		<b>328.54</b>
			001 - 521 20 31 002		- Office/Operating Supplies	328.54	
<b>5517</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182010</b>	<b>Collins Office Supply Inc</b>		<b>81.56</b>
			001 - 514 23 31 000		- Supplies	81.56	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

08/01/2015 To: 08/31/2015

Time: 15:59:58 Date: 08/06/2015  
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5518	08/12/2015	Claims	2	182011	Comcast	148.95	
					001 - 518 80 42 021 - Internet Services	148.95	
5519	08/12/2015	Claims	2	182012	Community Action Of Sk County	1,256.62	
					001 - 562 00 51 030 - Skagit Comm Action Agency	1,256.62	
5520	08/12/2015	Claims	2	182013	Costco Membership	110.00	
					001 - 514 23 49 010 - Misc-Dues/Subscriptions	36.67	
					001 - 521 20 49 010 - Dues/Subscriptions	36.67	
					001 - 522 20 49 010 - Misc-Dues	36.66	
5521	08/12/2015	Claims	2	182014	Credo Graphics	170.00	
					412 - 537 80 31 000 - Operating Supplies	170.00	
5522	08/12/2015	Claims	2	182015	Cricket Media	29.95	
					105 - 594 72 64 000 - Books & Materials	29.95	
5523	08/12/2015	Claims	2	182016	Data Base Records Destruction LLC	131.47	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 514 23 31 000 - Supplies	44.78	
					001 - 524 20 31 000 - Off/Oper Supps & Books	44.78	
					001 - 524 20 31 000 - Off/Oper Supps & Books	6.51	
					001 - 558 60 31 000 - Supplies/Books	6.51	
					001 - 595 10 31 000 - Supplies	6.50	
5524	08/12/2015	Claims	2	182017	Databar	1,651.46	
					412 - 537 80 31 000 - Operating Supplies	414.68	
					412 - 537 80 31 000 - Operating Supplies	17.45	
					412 - 537 80 31 000 - Operating Supplies	1,219.33	
5525	08/12/2015	Claims	2	182018	Day Wireless Systems Inc	66,309.72	
					001 - 521 20 41 001 - Professional Services	211.58	
					001 - 594 21 64 001 - SWPD Repeater Tower	66,098.14	
5526	08/12/2015	Claims	2	182019	Dept of Enterprise Services	11,072.00	
					621 - 389 50 00 000 - Unapplied Cash - Suspense	-11,072.00	
5527	08/12/2015	Claims	2	182020	E & E Lumber	559.29	
					001 - 522 45 49 000 - Training Facilities	73.17	
					412 - 537 80 31 000 - Operating Supplies	59.35	
					103 - 542 30 35 000 - Small Tools/Minor Equip	14.27	
					103 - 542 30 35 000 - Small Tools/Minor Equip	31.39	
					103 - 542 64 31 001 - Painting & Striping Supplies	3.05	
					103 - 542 64 31 001 - Painting & Striping Supplies	51.24	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	19.53	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	6.11	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	67.56	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	16.31	
					101 - 576 80 31 006 - Operating Sup - City Hall	16.30	
					101 - 576 80 31 009 - Operating Sup - Bingham Par	6.11	
					101 - 576 80 35 000 - Small Tools & Minor Equip	36.68	
					101 - 576 80 35 000 - Small Tools & Minor Equip	39.75	
					101 - 576 80 35 000 - Small Tools & Minor Equip	81.38	
					101 - 576 80 48 001 - Riverfront	8.16	
					101 - 576 80 48 001 - Riverfront	13.76	
					101 - 576 80 48 012 - Harry Osborne	15.17	
5528	08/12/2015	Claims	2	182021	Edge Analytical Inc	129.00	
					401 - 535 80 41 000 - Professional Services	35.00	
					401 - 535 80 41 000 - Professional Services	47.00	
					401 - 535 80 41 000 - Professional Services	47.00	

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5529	08/12/2015	Claims	2	182022	Emergency Medical Products Inc	638.06	
					001 - 522 20 31 011 - EMS Supplies	295.47	
					001 - 522 20 31 011 - EMS Supplies	342.59	
5530	08/12/2015	Claims	2	182023	Enterprise Office Systems	182.89	
					001 - 514 23 31 000 - Supplies	122.80	
					101 - 576 80 31 002 - Operating Sup - RV Park	60.09	
5531	08/12/2015	Claims	2	182024	FEI-Seattle WW #1539	480.19	
					401 - 535 50 48 050 - Maint Of General Equip	480.19	
5532	08/12/2015	Claims	2	182025	Faber Crane Services LLC	954.80	
					401 - 535 80 45 000 - Equipment Rental	954.80	
5533	08/12/2015	Claims	2	182026	Fastenal Company	77.60	
					401 - 535 80 31 010 - Operating Supplies	54.84	
					412 - 537 80 31 000 - Operating Supplies	22.76	
5534	08/12/2015	Claims	2	182027	Federal Certified Hearing	40.00	
					001 - 521 20 41 001 - Professional Services	40.00	
5535	08/12/2015	Claims	2	182028	Fisher Construction	72,986.81	
					401 - 594 35 63 010 - Other Improvements	69,885.25	
					401 - 594 35 63 010 - Other Improvements	3,101.56	
5536	08/12/2015	Claims	2	182029	Frontier Building Supply	72.68	
					101 - 576 80 35 000 - Small Tools & Minor Equip	72.68	
5537	08/12/2015	Claims	2	182030	Frontier	1,258.72	
					001 - 521 20 42 020 - Telephone	73.54	
					001 - 521 20 42 020 - Telephone	65.53	
					001 - 522 20 42 020 - Telephone	160.62	
					401 - 535 80 42 020 - Telephone	282.78	
					102 - 536 20 42 020 - Telephone	88.32	
					412 - 537 80 42 020 - Telephone	104.90	
					105 - 572 20 42 020 - Telephone	153.70	
					101 - 576 80 47 010 - Community Center	103.98	
					101 - 576 80 47 070 - City Hall	78.28	
					101 - 576 80 47 070 - City Hall	147.07	
5538	08/12/2015	Claims	2	182031	Gall's LLC	146.49	
					001 - 521 20 31 002 - Office/Operating Supplies	146.49	
5539	08/12/2015	Claims	2	182032	General Fire Apparatus	101.99	
					001 - 522 20 35 000 - Small Tools & Minor Equip	101.99	
5540	08/12/2015	Claims	2	182033	Generator Services NW	3,534.18	
					001 - 522 50 48 030 - Repair/Maint-Station	220.53	
					425 - 531 50 48 000 - Repairs/Maintenance	220.53	
					401 - 535 50 48 000 - Maintenance Contracts	2,205.31	
					401 - 535 50 48 050 - Maint Of General Equip	667.28	
					101 - 576 80 48 016 - City Hall	220.53	
5541	08/12/2015	Claims	2	182034	Great America Financial Svcs	125.69	
					105 - 572 20 48 020 - Repair/Maintenance-Equip	125.69	
5542	08/12/2015	Claims	2	182035	Pamela M Green	125.00	
					101 - 362 40 20 000 - Space/Facility Rent-Riverfron	-125.00	
5543	08/12/2015	Claims	2	182036	Guyline Construction Inc	4,241.23	
					102 - 594 36 61 000 - Site Improvements	4,241.23	
5544	08/12/2015	Claims	2	182037	HB Jaeger Co LLC	2,742.48	
					425 - 531 50 31 000 - Operating Supplies	580.87	

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			401 - 535 50 48 010		Maintenance Of Lines	1,910.71	
			401 - 535 50 48 020		Maint Of Pumping Equip	250.90	
5545	08/12/2015	Claims	2	182038	Hach Company	299.53	
			401 - 535 80 31 010		Operating Supplies	100.79	
			401 - 535 80 31 010		Operating Supplies	109.66	
			401 - 535 80 31 010		Operating Supplies	89.08	
5546	08/12/2015	Claims	2	182039	Prometheus (Molly) Herod	20.00	
			101 - 362 40 10 000		Space Rent-RV Park - Riverfr	-20.00	
5547	08/12/2015	Claims	2	182040	Honey Bucket	3.75	
			101 - 576 80 47 090		Portable Toilets	75.00	
			101 - 576 80 47 090		Portable Toilets	-52.50	
			101 - 576 80 47 090		Portable Toilets	-18.75	
5548	08/12/2015	Claims	2	182041	Humane Society Of Skagit	228.00	
			001 - 521 20 41 021		Humane Society	228.00	
5549	08/12/2015	Claims	2	182042	Ingram Library Services	321.54	
			105 - 594 72 64 000		Books & Materials	10.40	
			105 - 594 72 64 000		Books & Materials	15.05	
			105 - 594 72 64 000		Books & Materials	31.25	
			105 - 594 72 64 000		Books & Materials	35.40	
			105 - 594 72 64 000		Books & Materials	229.44	
5550	08/12/2015	Claims	2	182043	Pam Jeannin	60.00	
			101 - 362 40 10 000		Space Rent-RV Park - Riverfr	-60.00	
5551	08/12/2015	Claims	2	182044	Katy Isaksen Associates	7,792.00	
			401 - 535 80 41 000		Professional Services	7,792.00	
5552	08/12/2015	Claims	2	182045	Law Office of Glen Hoff	154.00	
			001 - 515 93 41 001		Indigent Defense Conflict Co	11.00	
			001 - 515 93 41 001		Indigent Defense Conflict Co	71.50	
			001 - 515 93 41 001		Indigent Defense Conflict Co	49.50	
			001 - 515 93 41 001		Indigent Defense Conflict Co	22.00	
5553	08/12/2015	Claims	2	182046	Denise L. Liedkie	80.23	
			412 - 343 74 00 000		Equipment Rental	-80.23	
5554	08/12/2015	Claims	2	182047	Lithtex NW	455.79	
			001 - 512 50 31 000		Supplies	104.20	
			001 - 522 20 31 010		Office Supplies	189.88	
			001 - 522 20 31 010		Office Supplies	34.22	
			412 - 537 80 31 000		Operating Supplies	127.49	
5555	08/12/2015	Claims	2	182048	Lochner	25,095.45	
			104 - 595 10 63 040		Eng-SR9 Jameson	25,095.45	
5556	08/12/2015	Claims	2	182049	Martin Marietta Materials	739.82	
			401 - 535 50 48 010		Maintenance Of Lines	366.97	
			103 - 542 30 48 000		Repair/Maint-Streets	372.85	
5557	08/12/2015	Claims	2	182050	Mike Hawkings Trucking LLC	2,170.00	
			412 - 537 80 34 000		Containers - Garbage	2,170.00	
5558	08/12/2015	Claims	2	182051	Jack R Moore	969.24	
			001 - 524 20 41 000		Professional Services	969.24	
5559	08/12/2015	Claims	2	182052	Motorola	1,992.06	
			001 - 594 21 64 000		Machinery & Equipment	1,992.06	
5560	08/12/2015	Claims	2	182053	Serena Mynatt	120.00	
			001 - 514 23 28 000		Employee Wellness	120.00	

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5561	08/12/2015	Claims	2	182054	N C Machinery Co	519.99	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	519.99	
5562	08/12/2015	Claims	2	182055	Nat'l Geographic Traveler	8.00	
					105 - 594 72 64 000 - Books & Materials	8.00	
5563	08/12/2015	Claims	2	182056	Nelson Petroleum	478.10	
					001 - 522 20 35 000 - Small Tools & Minor Equip	478.10	
5564	08/12/2015	Claims	2	182057	North Central Laboratories	701.64	
					401 - 535 80 31 010 - Operating Supplies	701.64	
5565	08/12/2015	Claims	2	182058	Northwest Travel & Life	26.95	
					105 - 594 72 64 000 - Books & Materials	26.95	
5566	08/12/2015	Claims	2	182059	Oliver-Hammer Clothes	288.02	
					001 - 522 20 26 000 - Uniforms	102.51	
					401 - 535 80 35 010 - Safety Equipment	185.51	
5567	08/12/2015	Claims	2	182060	Otto Environmental Systems	1,086.09	
					412 - 537 80 34 000 - Containers - Garbage	1,086.09	
5568	08/12/2015	Claims	2	182061	P & P Excavating LLC	10,256.69	
					401 - 535 50 48 010 - Maintenance Of Lines	10,256.69	
5569	08/12/2015	Claims	2	182062	Pat Rimmer Tire Ctr Inc	6,393.76	
					001 - 522 20 48 000 - Repairs/Maint-Equip	903.09	
					001 - 523 20 31 000 - Office/Operating Supplies	441.14	
					401 - 535 50 48 040 - Maintenance Of Vehicles	69.11	
					412 - 537 50 48 000 - Repairs/maint-equip	485.04	
					412 - 537 50 48 000 - Repairs/maint-equip	136.71	
					412 - 537 50 48 000 - Repairs/maint-equip	54.25	
					412 - 537 50 48 000 - Repairs/maint-equip	97.65	
					412 - 537 50 48 000 - Repairs/maint-equip	44.50	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	3,364.44	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	776.13	
					101 - 576 80 48 021 - Equipment	21.70	
5570	08/12/2015	Claims	2	182063	Petty Cash-Debra Peterson	96.98	
					105 - 572 20 31 010 - Supplies	20.38	
					105 - 572 20 34 000 - Summer Reading Program	56.21	
					105 - 572 20 41 000 - Professional Services	13.00	
					105 - 594 72 64 000 - Books & Materials	7.39	
5571	08/12/2015	Claims	2	182064	Proquest	173.64	
					105 - 572 20 51 001 - Library Info Databases	173.64	
5572	08/12/2015	Claims	2	182065	Psychology Today	29.97	
					105 - 594 72 64 000 - Books & Materials	29.97	
5573	08/12/2015	Claims	2	182066	Public Safety Testing	200.00	
					001 - 521 20 41 001 - Professional Services	200.00	
5574	08/12/2015	Claims	2	182067	Public Surplus	257.25	
					621 - 386 00 00 001 - Public Surplus Fees	-257.25	
5575	08/12/2015	Claims	2	182068	Public Utility Dis No1	2,785.80	
					001 - 521 20 47 000 - Public Utilities	23.35	
					001 - 522 50 47 000 - Public Utilities	236.56	
					401 - 535 80 47 000 - Public Utilities	356.15	
					102 - 536 20 47 000 - Public Utilities	65.52	
					412 - 537 80 47 000 - Public Utilities	49.62	
					103 - 542 63 47 000 - Public Utilities	141.62	
					001 - 553 70 51 000 - NW Air Pollution	153.12	
					105 - 572 20 47 000 - Public Utilities	38.68	

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			101 - 576 80 47 000		Riverfront	603.74	
			101 - 576 80 47 040		Train	138.35	
			101 - 576 80 47 051		Bingham / Memorial	283.47	
			101 - 576 80 47 053		Other Utilities	45.78	
			101 - 576 80 47 070		City Hall	649.84	
<b>5576</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182069</b>	<b>Puget Sound Energy</b>		<b>27,603.92</b>
			001 - 521 20 47 000		Public Utilities	73.94	
			001 - 522 50 47 000		Public Utilities	132.31	
			425 - 531 50 47 000		Public Utilities	86.69	
			401 - 535 80 47 000		Public Utilities	9,112.31	
			102 - 536 20 47 000		Public Utilities	42.68	
			412 - 537 80 47 000		Public Utilities	110.12	
			103 - 542 63 47 000		Public Utilities	62.82	
			103 - 542 63 47 000		Public Utilities	5.75	
			103 - 542 63 47 000		Public Utilities	122.56	
			103 - 542 63 47 000		Public Utilities	12,941.61	
			108 - 557 30 41 000		Advertising	21.40	
			105 - 572 20 47 000		Public Utilities	389.30	
			101 - 576 80 47 000		Riverfront	806.65	
			101 - 576 80 47 010		Community Center	147.94	
			101 - 576 80 47 020		Senior Center	610.12	
			101 - 576 80 47 040		Train	40.27	
			101 - 576 80 47 050		Hammer Square	163.75	
			101 - 576 80 47 051		Bingham / Memorial	43.20	
			101 - 576 80 47 052		Bingham Caretaker	99.99	
			101 - 576 80 47 052		Bingham Caretaker	13.42	
			101 - 576 80 47 053		Other Utilities	10.86	
			101 - 576 80 47 070		City Hall	2,566.23	
<b>5577</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182070</b>	<b>Republic Services Inc.</b>		<b>10,895.25</b>
			412 - 537 80 34 000		Containers - Garbage	10,895.25	
<b>5578</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182071</b>	<b>Patt Richardson</b>		<b>14.50</b>
			101 - 362 40 10 000		Space Rent-RV Park - Riverfr	-0.50	
			101 - 362 40 10 000		Space Rent-RV Park - Riverfr	-13.50	
			001 - 514 23 41 010		Bank Fees	0.50	
<b>5579</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182072</b>	<b>Rick's Refrigeration Inc</b>		<b>362.39</b>
			412 - 537 80 31 000		Operating Supplies	362.39	
<b>5580</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182073</b>	<b>Ricoh USA Inc</b>		<b>283.26</b>
			001 - 521 20 48 000		Repairs & Maintenance	65.68	
			001 - 521 20 48 000		Repairs & Maintenance	75.95	
			001 - 522 20 45 000		Equipment Lease	75.95	
			001 - 522 20 48 000		Repairs/Maint-Equip	65.68	
<b>5581</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182074</b>	<b>Rodda Paint Co</b>		<b>661.65</b>
			103 - 542 64 31 001		Painting & Striping Supplies	901.37	
			103 - 542 64 31 001		Painting & Striping Supplies	-600.92	
			103 - 542 64 31 001		Painting & Striping Supplies	361.20	
<b>5582</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182075</b>	<b>SK Co Dept Of Emerg Mgmt</b>		<b>5,645.82</b>
			001 - 525 10 51 000		Dept Of Emerg Management	5,645.82	
<b>5583</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182076</b>	<b>Sedgwick CMS</b>		<b>1,589.16</b>
			001 - 511 60 21 001		Industrial Insurance	1.47	
			001 - 512 50 21 001		Industrial Insurance	2.82	
			001 - 513 10 21 001		Industrial Insurance	2.82	
			001 - 514 23 21 001		Industrial Insurance	3.37	
			001 - 515 30 21 001		Industrial Insurance	0.74	
			001 - 518 80 21 001		Industrial Insurance	2.94	
			001 - 521 10 21 001		Industrial Insurance	36.96	

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			001 - 521 20 21 001		Industrial Insurance	504.18	
			001 - 521 20 21 001		Industrial Insurance	3.07	
			001 - 522 20 21 001		Industrial Insurance	300.55	
			001 - 523 20 21 001		Industrial Insurance	54.74	
			425 - 531 50 21 001		Industrial Insurance	80.60	
			401 - 535 80 21 001		Industrial Insurance	242.89	
			102 - 536 20 21 001		Industrial Insurance	27.60	
			412 - 537 80 21 001		Industrial Insurance	122.37	
			103 - 542 30 21 001		Industrial Insurance	99.36	
			103 - 543 30 21 001		Industrial Insurance	0.80	
			501 - 548 30 21 001		Industrial Insurance	22.39	
			001 - 558 60 21 001		Industrial Insurance	2.94	
			105 - 572 20 21 001		Industrial Insurance	17.17	
			101 - 576 80 21 001		Industrial Insurance	49.81	
			001 - 595 10 21 001		Industrial Insurance	9.57	
<b>5584</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182077</b>	<b>Sedro-Woolley Auto Parts</b>		<b>1,225.63</b>
			401 - 535 50 48 040		Maintenance Of Vehicles	36.42	
			401 - 535 50 48 040		Maintenance Of Vehicles	100.61	
			401 - 535 50 48 040		Maintenance Of Vehicles	70.16	
			401 - 535 50 48 040		Maintenance Of Vehicles	-70.16	
			401 - 535 50 48 050		Maint Of General Equip	46.64	
			412 - 537 50 48 000		Repairs/maint-equip	-22.97	
			412 - 537 50 48 000		Repairs/maint-equip	56.58	
			412 - 537 50 48 000		Repairs/maint-equip	464.23	
			412 - 537 80 31 000		Operating Supplies	18.98	
			103 - 542 30 48 010		Repair/Maintenance-Equip	85.07	
			103 - 542 30 48 010		Repair/Maintenance-Equip	60.35	
			103 - 542 30 48 010		Repair/Maintenance-Equip	10.84	
			103 - 542 30 48 010		Repair/Maintenance-Equip	2.13	
			103 - 542 30 48 010		Repair/Maintenance-Equip	78.55	
			103 - 542 30 48 010		Repair/Maintenance-Equip	6.39	
			103 - 542 30 48 010		Repair/Maintenance-Equip	10.96	
			101 - 576 80 48 021		Equipment	228.49	
			101 - 576 80 48 021		Equipment	42.36	
<b>5585</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182078</b>	<b>Sedro-Woolley Chamber Of</b>		<b>2,542.08</b>
			108 - 557 30 41 011		Chamber Of Commerce	2,542.08	
<b>5586</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182079</b>	<b>Sedro-Woolley Volunteer</b>		<b>15,415.50</b>
			001 - 522 20 11 010		Salaries-Volunteers	15,415.50	
<b>5587</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182080</b>	<b>Seven Sisters Inc</b>		<b>4,540.53</b>
			001 - 522 50 48 030		Repair/Maint-Station	424.41	
			425 - 531 50 48 000		Repairs/Maintenance	283.77	
			401 - 535 50 48 000		Maintenance Contracts	3,451.69	
			101 - 576 80 48 016		City Hall	380.66	
<b>5588</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182081</b>	<b>Skagit 911</b>		<b>58,208.82</b>
			001 - 521 20 51 030		911 Contracted Services	24,780.95	
			001 - 522 20 51 000		Central Dispatch	6,532.03	
			001 - 522 20 51 000		Central Dispatch	626.57	
			001 - 594 21 64 001		SWPD Repeater Tower	26,269.27	
<b>5589</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182082</b>	<b>Skagit Co Dist Court</b>		<b>2,050.00</b>
			001 - 512 50 51 000		Municipal Court Prob.	2,050.00	
<b>5590</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182083</b>	<b>Skagit Co District Court</b>		<b>1,457.00</b>
			001 - 512 50 51 001		District Court Surcharge	1,457.00	
<b>5591</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182084</b>	<b>Skagit County Treasurer</b>		<b>34,532.60</b>
			114 - 523 60 51 022		Jail Sales Tax Pass Through 2	34,257.37	
			001 - 586 00 00 001		Crime Victim & Witnss Prog	147.64	

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			001 - 586 00 00 001		- Crime Victim & Witnss Prog	127.59	
5592	08/12/2015	Claims	2	182085	Skagit Farmers Supply	120.65	
			111 - 521 20 31 111		- Supplies - Kennel	20.95	
			001 - 522 50 48 010		- Repairs/Maint-Dorm	6.50	
			101 - 576 80 31 000		- Operating Sup - Metcalf Park	22.75	
			101 - 576 80 31 001		- Operating Sup - Riverfront	48.79	
			101 - 576 80 48 010		- Office Equip	21.66	
5593	08/12/2015	Claims	2	182086	Skagit Publishing	295.40	
			001 - 511 60 31 001		- Legal Publications	94.95	
			001 - 511 60 31 001		- Legal Publications	52.75	
			425 - 531 50 41 002		- Contracted Services	147.70	
5594	08/12/2015	Claims	2	182087	Skagit River Steel	811.28	
			412 - 537 80 31 000		- Operating Supplies	811.28	
5595	08/12/2015	Claims	2	182088	Skagit Surveyors &	5,006.25	
			401 - 594 35 63 010		- Other Improvements	5,006.25	
5596	08/12/2015	Claims	2	182089	Sparkle Shop Laundries	30.32	
			001 - 521 20 26 010		- Uniform Cleaning	30.32	
5597	08/12/2015	Claims	2	182090	Staples Business Advantage	347.01	
			001 - 521 20 31 002		- Office/Operating Supplies	46.77	
			001 - 521 20 31 002		- Office/Operating Supplies	107.02	
			001 - 521 20 31 002		- Office/Operating Supplies	193.22	
5598	08/12/2015	Claims	2	182091	Surety Pest Control	146.48	
			112 - 515 30 47 000		- Disposal Costs	146.48	
5599	08/12/2015	Claims	2	182092	Technology Review	29.95	
			105 - 594 72 64 000		- Books & Materials	29.95	
5600	08/12/2015	Claims	2	182093	Payment Center Thomson Reuters -- West	257.08	
			001 - 515 30 41 002		- Westlaw Services	257.08	
5601	08/12/2015	Claims	2	182094	True Value	717.06	
			401 - 535 80 31 010		- Operating Supplies	9.75	
			412 - 537 80 31 000		- Operating Supplies	296.15	
			103 - 542 64 31 001		- Painting & Striping Supplies	36.33	
			101 - 576 80 31 009		- Operating Sup - Bingham Par	20.58	
			101 - 576 80 31 009		- Operating Sup - Bingham Par	18.97	
			101 - 576 80 31 012		- Operating Sup - Hammer	5.20	
			101 - 576 80 48 009		- Hammer Square	52.04	
			101 - 576 80 48 016		- City Hall	244.33	
			001 - 594 21 64 000		- Machinery & Equipment	28.51	
			001 - 594 21 64 000		- Machinery & Equipment	5.20	
5602	08/12/2015	Claims	2	182095	UPS	14.14	
			401 - 535 80 31 010		- Operating Supplies	14.14	
5603	08/12/2015	Claims	2	182096	USA Blue Book	80.34	
			401 - 535 80 31 010		- Operating Supplies	80.34	
5604	08/12/2015	Claims	2	182097	United Laboratories	452.21	
			401 - 535 80 31 010		- Operating Supplies	452.21	
5605	08/12/2015	Claims	2	182098	Util Underground Loc Ctr	83.16	
			401 - 535 80 31 010		- Operating Supplies	83.16	
5606	08/12/2015	Claims	2	182099	Verizon Wireless	3,049.79	
			001 - 513 10 42 020		- Telephone	92.40	
			001 - 514 23 42 020		- Telephone	55.28	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

08/01/2015 To: 08/31/2015

Time: 15:59:58 Date: 08/06/2015  
Page: 10

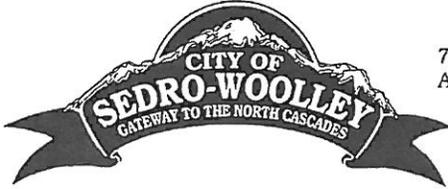
Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 515 30 42 001		- Telephone	55.28	
			001 - 518 80 42 020		- Telephone	79.28	
			001 - 521 20 42 020		- Telephone	482.50	
			001 - 521 20 42 020		- Telephone	153.33	
			001 - 521 20 42 020		- Telephone	947.20	
			001 - 522 20 42 020		- Telephone	327.83	
			001 - 522 20 42 020		- Telephone	73.04	
			401 - 535 80 42 030		- Nextel Cell Phones	44.64	
			401 - 535 80 42 030		- Nextel Cell Phones	168.17	
			102 - 536 20 42 020		- Telephone	36.52	
			412 - 537 80 42 025		- Nextel Cell Phones	19.46	
			412 - 537 80 42 025		- Nextel Cell Phones	165.84	
			103 - 542 30 42 020		- Telephone	91.55	
			101 - 576 80 42 020		- Telephone	73.04	
			101 - 576 80 42 020		- Telephone	55.28	
			001 - 595 10 42 025		- Cell Phones	18.59	
			001 - 595 10 42 025		- Cell Phones	110.56	
<b>5607</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182100</b>	<b>WA St Dept Of Prof Licen</b>	<b>126.00</b>	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	126.00	
<b>5608</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182101</b>	<b>WA St Off Of Treasurer</b>	<b>17,132.72</b>	
					001 - 386 90 00 000 - State Remittances-Court	-9,287.44	
					001 - 386 90 00 000 - State Remittances-Court	-7,845.28	
<b>5609</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182102</b>	<b>WM H Reilly &amp; Co</b>	<b>618.31</b>	
					401 - 535 50 48 050 - Maint Of General Equip	618.31	
<b>5610</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182103</b>	<b>Washington State Patrol</b>	<b>20.00</b>	
					401 - 535 80 41 000 - Professional Services	10.00	
					101 - 576 80 49 000 - Misc-Tuition/Registration	10.00	
<b>5611</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182104</b>	<b>Waste Management Of Skgt</b>	<b>9,654.12</b>	
					412 - 537 60 47 010 - Curbside Recycling Disposal	9,654.12	
<b>5612</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182105</b>	<b>Wastequip, LLC</b>	<b>57,787.10</b>	
					412 - 537 80 34 000 - Containers - Garbage	21,727.95	
					412 - 537 80 34 000 - Containers - Garbage	36,059.15	
<b>5613</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182106</b>	<b>Wood's Logging Supply Inc</b>	<b>286.67</b>	
					001 - 522 20 35 000 - Small Tools & Minor Equip	158.85	
					401 - 535 50 48 010 - Maintenance Of Lines	7.07	
					401 - 535 80 31 010 - Operating Supplies	20.46	
					102 - 536 20 31 010 - Operating Supplies	97.64	
					102 - 536 20 48 040 - Repair/Maint-Equip & Bldg	22.52	
					412 - 537 50 48 000 - Repairs/maint-equip	43.93	
					103 - 542 30 31 000 - Operating Supplies	55.75	
					103 - 542 30 35 010 - Safety Equipment	35.79	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	99.76	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	96.33	
					501 - 548 30 31 000 - Operating Supplies	121.48	
					501 - 548 30 31 000 - Operating Supplies	-485.91	
					101 - 576 80 32 000 - Auto Fuel/Diesel	13.00	
<b>5614</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182107</b>	<b>Writers Digest</b>	<b>39.96</b>	
					105 - 594 72 64 000 - Books & Materials	39.96	
<b>5615</b>	<b>08/12/2015</b>	<b>Claims</b>	<b>2</b>	<b>182108</b>	<b>Zoobooks</b>	<b>49.95</b>	
					105 - 594 72 64 000 - Books & Materials	49.95	
						001 Current Expense Fund	186,933.48
						101 Parks & Facilities Fund	9,854.86
						102 Cemetery Fund	6,548.31
						103 Street Fund	21,070.41



CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 22 2015

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 9



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

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2015

Eron M. Berg  
City Supervisor/City Attorney

MEMO TO: City Council  
FROM: Eron Berg  
RE: Skagit Soils contract  
DATE: July 22, 2015

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

**2<sup>ND</sup> READING  
CONSENT CALENDAR**

ISSUE: Should the Council approve the draft contract with Skagit Soils for the acceptance of compostable materials (food & yardwaste)?

BACKGROUND: 1<sup>st</sup> reading. This item is one of the necessary steps to implementing our curbside food & yardwaste program. The draft agreement runs for two years and includes a fee of \$28.50 per ton; it also includes the ability for the parties to extend for an additional two years if desired.

This item is a first reading and may include some modifications from Skagit Soils prior to the second reading which is scheduled for August 12<sup>th</sup>.

Our implementation date remains September 1<sup>st</sup>.

RECOMMENDATION: *First reading*. No action requested tonight.

YARD WASTE DISPOSAL AGREEMENT  
SKAGIT SOILS INC., - CITY OF SEDRO-WOOLLEY

This Agreement is made on the \_\_\_\_\_ day of **July, 2015**, between Skagit Soils Inc., a Washington corporation, (“CONTRACTOR”), and the CITY OF SEDRO-WOOLLEY, WASHINGTON, a municipal corporation of the State of Washington (hereinafter “CITY”).

WHEREAS, The CITY, as a result of providing sanitation operations to the City of Sedro-Woolley’s residents, has a need to dispose of yard waste; and

WHEREAS, CONTRACTOR will accept and process large quantities of yard waste at its Skagit County facility;

NOW, THEREFORE, in consideration of the mutual obligations set forth below, the parties agree and will perform as follows:

1. TERM. The term shall be for a period of two (2) years, commencing on **September 1, 2015** and terminating on **August 31, 2017**, unless sooner terminated pursuant to this Agreement. This Agreement may be extended for an additional two-year period upon mutual agreement of the parties. CITY shall neither have nor acquire any right, title, or interest, legal or equitable, in the premises except as acquired by this contract.
2. LIASON. The CITY’S officer responsible for this Agreement is Leo Jacobs, its Solid Waste/Fleet Supervisor. The CONTRACTOR’S responsible person is Craig Culmback.
3. SCOPE OF WORK. CONTRACTOR shall be duly licensed (including Business Registration) and agrees to accept for processing and to fully process in accordance with applicable laws, ordinances, and codes of the State, local and Federal governments at its facility in Skagit County. CITY agrees to deliver waste to CONTRACTOR. Such waste will consist of woody material such as branches and non-woody material such as grass, leaves, plant trimmings, sod, vines, and the like. Every reasonable effort will be made by CITY to ensure that non acceptable material is removed prior to disposal.

4. BILLING PROCEDURES. The City will pay the CONTRACTOR \$28.50 per ton (weighed by CONTRACTOR at time of disposal) delivered to Contractor's facility. CONTRACTOR will provide receipts to the driver each time the CITY disposes of yard waste, and a monthly invoice to CITY'S Finance Department.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within thirty [30] days of receipt of a properly completed invoice by the 10<sup>th</sup> of each preceding month.

5. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

6. ACCOUNTING AND AUDIT. CONTRACTOR agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records pertaining to this Agreement shall be made available to representatives of the CITY or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the CITY shall designate.

7. RELEASE/INDEMNITY/INSURANCE. CONTRACTOR does hereby release, indemnify, and promise to defend and save harmless CITY from and against any and all liability, loss, damage, expense, actions and claims (including without limitation costs and reasonable attorneys' fees incurred by CITY in defense thereof) asserted or arising directly or indirectly, on account of or out of the acts or omissions of CONTRACTOR and/or CONTRACTOR'S agents, servants, employees, contractors, guests, invitees, subtenants, or assigns on or about the premises or in the exercise of the rights granted herein. These hold harmless provisions shall not be effective as to liability, loss or damage caused through the fault of CITY or any other agent, contractor, guest or invitee of CITY. CONTRACTOR will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A.	Worker's Compensation	Statutory Amount
B.	Broad Form Comprehensive General Liability	\$1,000,000
C.	Automobile Liability	\$500,000

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 contract shall not be limited in any way by any

limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph 7 will be submitted to CITY for approval at least annually.

CITY shall remain a covered participant in the Cities Insurance Authority of Washington or similar municipal insurance pool for the duration of this contract.

The CITY hereby disclaims any warranty or representation as to the inclusion of any herbicides, pesticides, fertilizers, and similar chemicals typically utilized in residential applications, provided that this clause applies only to the extent that such pesticides, herbicides, fertilizers, and similar chemicals are latent; this clause shall not apply.

8. ASSIGNMENT. Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

9. NOTICES. Notices given under this contract shall be given as follows: If to CITY, 325 Metcalf Street, Sedro-Woolley, WA 98284; if to CONTRACTOR: Craig Culmbach, Skagit Soils, 1326 Ball Road, Mount Vernon, WA 98273. Notices shall be deemed effective, if mailed, upon the third day following deposit thereof in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices shall be given by giving notice as herein provided.

10. DEFAULT. Should either party hereto believe the other has defaulted in any their obligations under this contract, or shall violate any term or provision of this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination CONTRACTOR shall be paid actual costs incurred by CONTRACTOR in performing the project work to the date of termination.

11. SUSPENSION/TERMINATION. Either party may suspend or terminate this Agreement upon giving the other party any notice required by law. Written notice must be supplied to the parties at the addresses contained in paragraph 9.

12. LIABILITY NOT DISCHARGED. The expiration or earlier termination of this contract shall not release or discharge either party from any liability or obligation with respect to any matter occurring prior to or upon such expiration or termination.

13. VENUE STIPULATION. This Agreement has been made and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court, Sedro-Woolley, Washington.

14. ATTORNEY'S FEES. In the event that any suit or action is instituted to enforce this contract, or make any claim arising hereunder, the prevailing party shall be entitled to an award for its costs and reasonable attorney fees.

15. STATUS OF CONTRACTOR. Neither CONTRACTOR nor personnel employed by CONTRACTOR shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of CITY for any purpose other than as specified herein. CONTRACTOR shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, CONTRACTOR represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

16. NONWAIVER. No failure of CONTRACTOR to insist upon the strict performance of any provision of this contract shall be construed as depriving CITY of the right to insist on strict performance of such provision or any other provision of the future. No waiver by CITY of any provision of this contract shall be deemed to have been made unless expressed in writing and signed by CONTRACTOR. No acceptance of rent or any other payment by CONTRACTOR from CITY after any default by CITY shall constitute a waiver of any such default or any other default. Consent by CONTRACTOR in any one instance shall not dispense with the necessity of consent by CONTRACTOR in any other instance.

17. ENTIRE AGREEMENT. This contract contains the entire and integrated agreement of the parties and may not be modified or amended except in writing signed by the parties.

18. AUTHORITY/BINDING AGREEMENT. Each person signing this contract on behalf of CONTRACTOR warrants respectively that:

- a) All corporate or other action necessary for the authorization, execution, delivery and performance of this contract has been duly taken
- b) Such person is fully authorized to sign this contract, and
- c) This contract has been duly authorized, executed, and delivered and is the legal, valid, and binding agreement of the party on whose behalf such person has signed the contract.

19. GOVERNING LAW. This agreement is made subject to, and shall be construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the \_\_\_\_\_ day of July, 2015.

CONTRACTOR

BY: \_\_\_\_\_ CITY OF SEDRO-WOOLLEY

BY: \_\_\_\_\_  
MIKE ANDERSON, Mayor

ATTEST: \_\_\_\_\_  
PATSY NELSON, Finance Director

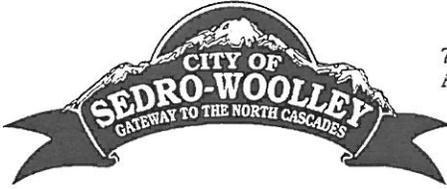
Approved as to form:

\_\_\_\_\_  
ERON BERG, City Attorney

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2015

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 20



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

Eron M. Berg  
City Supervisor/City Attorney

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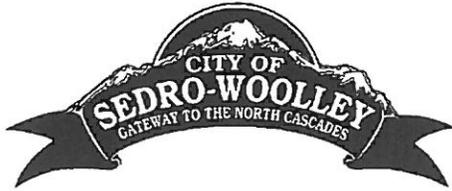
MEMO TO: City Council  
FROM: Eron Berg  
RE: Police Vehicle purchases  
DATE: August 12, 2015

ISSUE: Should the Council authorize staff to order two (2) 2016 Ford police interceptors for delivery in January 2016?

BACKGROUND: With the recent growth in the police department, cars are becoming a little scarce. We have established a pattern of purchasing two cars each year with funding from our 1/10<sup>th</sup> of 1% sales tax that was approved by the voters. I would like to order the 2016 cars now, for delivery in January of 2016, so they can be put into service sooner than the usual midyear timeframe.

Because this expenditure is not yet in an approved budget (but will be in the mayor's draft balanced budget that will be presented this fall), council authorization to order the vehicles is needed.

RECOMMENDATION: Motion to authorize the purchase of two (2) 2016 Ford police interceptors for delivery in January of 2016.



CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2015

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 22

CITY OF SEDRO-WOOLLEY

Wastewater Treatment Plant  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 856-1100  
Fax (360) 856-5269

Debbie Allen  
Wastewater Treatment Supervisor

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DATE: August 5, 2015 (for Council action August 12, 2015)

MEMO TO: Mark Freiberger, Public Works Director  
City Council and Mayor Mike Anderson

FROM: Debbie Allen, Wastewater Treatment Supervisor

**SUBJECT: Smith & Loveless Duplex Sanitary Sewer Pump Station**

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**Issue:**

Should Council move to approve Resolution No. 924-15 attached hereto, waiving competitive bidding requirements for the purchase of a Duplex Sanitary Sewer Pump Station Package, manufactured by Smith & Loveless for the purpose of replacing worn equipment in the John Liner Road Lift station and to authorize Mark Freiberger, PE to sign the parts quote from Smith & Loveless for replacement equipment in the amount of \$56,287.00 plus tax, FOB factory.

**Background Information:**

The Wastewater Treatment Plant has a Smith & Loveless (S & L) pump station located on John Liner Road that went on line in 1989. This station was installed as an above-ground station with a fiberglass lid that covered the pumps, motors and control panel. Subsequent to the installation, a building was constructed around it. This building also houses the stand-by generator.

Over the last 25 years development in the area served by this station has grown significantly and flows handled by the station have increased accordingly. With the increase in flow has come an increase in transported grease. The pumps at the station operate on a vacuum prime system. The grease in the system is causing problems with the vacuum system priming sensors requiring weekly cleaning to keep the pumps operating properly. One of the motors and the pump impellers have also been replaced. The pumps and motors are basically at the end of their life.

The Engineering Department looked into replacing the vacuum prime system with self-priming pumps to eliminate the problems associated with the vacuum system sensors. Both Hydromatic and Gorman-Rupp self-priming systems were looked at and budget estimates received for both. The estimated cost for the Hydromatic pump system was given at \$81,000 and the Gorman-Rupp estimate was \$45,500. Neither estimate included installation, electrical or pipe replacement costs. And because the building was built around the S & L system, both of these options would require significant modifications to the building. The proposed S & L system is essentially the same size as the existing and will fit with no building modifications.

The S & L replacement for these pumps is sole source and will cost \$56,287.00 plus tax, FOB factory (also not including the installation). This expense will be charged to the Sewer Operations Reserve

Fund 594.35.64.401, Plant Upgrades. This quote is for the pump system package only and does not include installation, which will likely be a Small Works Roster project.

**Recommended Action:**

Move to approve Resolution No. 924-15 attached hereto, waiving competitive bidding requirements for the purchase of a Duplex Sanitary Sewer Pump Station Package, manufactured by Smith & Loveless for the purpose of replacing worn equipment in the John Liner Road Lift station and to authorize Mark Freiberger, PE to sign the parts quote from Smith & Loveless for replacement equipment in the amount of \$56,287.00 plus tax, FOB factory.



Smith & Loveless, Inc.  
 14040 Santa Fe Trail Drive  
 Lenexa, Kansas 66215  
 913/888-5201

Name and Address:

Quotation Date: 8/4/2015

Inquiry Number 23123

Engineer:

Job Location: Sedro-Woolley, WA

Smith & Loveless, Inc., having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment subject to all of the provisions set forth in this Sales Agreement. *The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.*

ONE Smith & Loveless Factory-Built Automatic Classic Pumping Station complete with fiberglass housing and structural steel base suitable for installation on top of a 6'-0" inside diameter wet well opening. The principal items of equipment include two vertical, close-coupled, vacuum-primed, 4", 4B2X\*1 Smith & Loveless non-clog pumps; each capable of delivering 350 GPM at 23' TDH with a maximum static suction lift of 15', and each driven by 5 HP, 1170 RPM, 3 phase, 60 cycle, 480 volt motor; valves, 4" internal piping; central control panel with circuit breakers; motor starters and automatic pumping level controls; heater; priming pumps; ventilator and all internal wiring.

Standard Equipment Included:

- UL NEMA 1 station control panel
- Automatic alternator
- Vacuum priming system with **SONIC START®**
- Prime mode selector – Constant or On-Demand
- Control circuit breakers
- Duplex GFI convenience receptacle
- Individual running time meters
- Pump failure/prime failure via common alarm relay
- High water alarm (float switch)

Optional Equipment Items Included:

- 120 volt alarm light and horn
- Remote alarm contacts
- Glycerin-filled compound protected gauges
- Vacuum release system
- DURO-LAST®** stainless steel baseplate
- 3 KVa transformer
- Baseplate to match 1989 design
- Intrinsically safe switches
- HMI using AB Micrologix 1100 PLC

Specifically Excluded Items:

Precast concrete wet well with 6'-0" diameter top opening  
 Concrete embedded items/anchor bolts  
 Piping connections or any piping outside the pump station  
 Electrical wiring and conduit outside the pump station  
 Service entrance rated main disconnect switch/main circuit breaker  
 Transducer level control with microprocessor pump controller  
 Standby generator set and controls  
 Generator receptacle  
 Auto transfer switch  
 Remote telemetry equipment (SCADA system, autodialer, alarm panel, etc.)  
 Surge protection device  
 Manway access, hood and blower  
 PLC Program Copy (if applicable)

Smith & Loveless, Inc. will provide one electronic copy of the O&M on CD in PDF format and four hard copies of the O&M. Additional copies can be provided for \$50 per copy.

**PRICE, SUBMITTAL DATA & DELIVERY:**

**\$56,287.00**

F.O.B. factory plus any taxes, which may apply. Truck/Rail freight allowed to the job site, rail siding or nearest unloading area-unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Smith & Loveless at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

One day supervision of initial operation over one trip is included. If additional days are required, Seller will furnish a factory-trained supervisor for \$850 per day including travel time plus actual travel expenses.

With continuing approval of the Smith & Loveless Credit Department, payments terms are 100% Net 30 days from date of shipment, or at time of start-up, whichever occurs first.

Seller to send Submittal Data for approval 4-6 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated 8-10 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved and inserted into the manufacturing documents by the Seller. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment.

**ADDITIONAL TERMS AND CONDITIONS**

1. **GENERAL A.** Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for sixty (60) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within sixty (60) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment, but will not exceed 1-1/2% per month.

**B.** THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.

**C.** This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a

written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.

D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.

E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.

F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

- 2. NOTICE TO PROCEED-** Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Seller's estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.
- 3. EXCUSED PERFORMANCE-** Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.
- 4. CREDIT APPROVAL-** The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.
- 5. PAYMENT-** Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.
- 6. SECURITY INTEREST-** Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.
- 7. WARRANTY & LIABILITY-** Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.
- 8. CLAIM PERIOD-** Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.
- 9. CANCELLATION-** Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.
- 10. SEVERABILITY** – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 11. STORAGE-** If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.
- 12. DRAWINGS, ILLUSTRATIONS AND MANUALS-** Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance

and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.

**13. PERMITS, LICENSES-** Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

**14. PATENT INDEMNIFICATION-** Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Buyer

By \_\_\_\_\_  
Print Name

By \_\_\_\_\_  
Authorized Signature

Address \_\_\_\_\_

Is this purchase tax exempt? Yes \_\_\_ No \_\_\_

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
at Lenexa, KS.

**SMITH & LOVELESS, INC.**

By \_\_\_\_\_  
Authorized Signature

Prepared by \_\_\_\_\_  
Sales Representative

**NOTE:** The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.

**Smith & Loveless, Inc.**

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14040 Santa Fe Trail Drive  
Lenexa, Kansas 66215-1284  
United States of America  
Phone: (913) 888-5201  
Fax: (913) 888-2173

July 30, 2015

To Whom It May Concern:

Smith & Loveless, Inc., is the manufacturer of several types of sewage treatment and transfer equipment. When complete new units or replacement parts are needed for municipal projects in Sedro-Woolley, Washington, these will be supplied thru APSCO, Inc.

This is to certify that APSCO, Inc. is the exclusive municipal representative of Smith & Loveless products for water and wastewater treatment and transfer projects in Sedro-Woolley, Washington. In this capacity, they function as our local sole source supplier for all new and replacement Smith & Loveless equipment.

We do thank you for allowing Smith & Loveless products in your City.

Best regards,

A handwritten signature in black ink, appearing to read 'Alex Tabb', is written in a cursive style.

Alex Tabb  
Manager, Pumping Systems

cc: APSCO, Inc.

## Resolution No. 924-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE OF A DUPLEX SANITARY SEWER PUMP STATION, MANUFACTURED BY SMITH & LOVELESS, INC., FOR THE PURPOSE OF REPLACING WORN EQUIPMENT AT THE JOHN LINER ROAD LIFT STATION.**

**WHEREAS**, in Smith v. Seattle, 192 Wn.2d 64, 72 P.2d 588 (1937), the Washington Supreme Court held that cities have the right to specify a particular brand of article for purchase by public contract, even where such article is held in a monopoly by a single supplier; and

**WHEREAS**, the Sedro-Woolley Wastewater Treatment Department has requested that the City Council authorize the purchase of a Duplex Sanitary Sewer Pump Station, manufactured by Smith & Loveless, Inc., to replace worn equipment John Liner Road Lift Station; and

**WHEREAS**, the Sedro-Woolley John Liner Road Lift Station manufactured by Smith & Loveless, Inc. includes worn equipment; and

**WHEREAS**, there is only one source of supply for the Smith & Loveless, Inc. of Lenexa, Kansas; and

**WHEREAS**, RCW 35.23.352(9), as amended by chapter 120, laws of 1987, authorizes the City Council to waive competitive bidding requirements for purchasing when the purchase is clearly and legitimately limited to a single source of supply in the near vicinity

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** Based upon the preceding legislative findings, the City Council hereby declares that the purchase of the Smith & Loveless, Inc. replacement equipment is clearly and legitimately limited to a single source of supply and that the sole source of supply is Smith & Loveless, Inc. of Lenexa, Kansas.

**Section 2.** Based upon the preceding legislative findings, the competitive bidding requirements for the City of Sedro-Woolley are hereby waived and the Sedro-Woolley Wastewater Department is authorized to purchase the Duplex Sanitary Sewer Pump Station manufactured by Smith & Loveless, Inc.

**Section 3.** This resolution shall take effect immediately upon passage.

RESOLVED this 12th day of August, 2015 and signed in authentication of its passage this 12th day of August, 2015

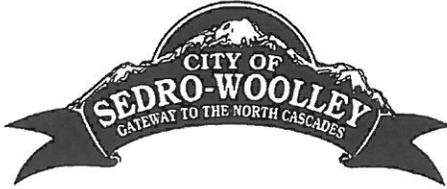
\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
FINANCE DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2015

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

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9933  
Fax (360) 855-0707

Mark A. Freiberger, PE  
Director of Public Works

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MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE  
Director of Public Works

RE: **Request for Approval of Interagency Agreement**  
FY 2015--2016 Puget Sound Local Source Control Specialists Partnership

DATE: July 23, 2015 (for Council review August 12, 2015)

**ISSUE**

Shall council move to authorize Mayor Anderson to sign the attached Interagency Agreement for the FY 2015-2016 Puget Sound Local Source Control Specialists Partnership?

**BACKGROUND/DISCUSSION**

The city participated in Ecology's Puget Sound Local Source Control Specialists Partnership during the Fiscal Year 2012-2013 and the 2013-2014 periods, providing \$46,638.48 and \$63,693.06 respectively for those years. The program previously provided funding for a 0.33 Full Time Employee (FTE) for the LSCS position. Attached is a copy of our proposal for the FY2015-2016 period, which summarizes the program accomplishments for the most recent grant period, and our proposal for continuance of the position for FY2015-2016.

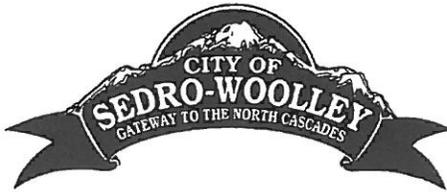
Also attached is the proposed Interagency Agreement with the Washington State Department of Ecology to participate in the Local Source Control Program for Fiscal Years 2015-2016 (July 1, 2015 to June 30, 2017), including Appendix A and B.

The activities to be done under the proposed agreement will continue to fit very well with other requirements of our NPDES Phase 2 Stormwater Permit, and will allow us to leverage LSCS activities to meet Permit requirements.

The current agreement totals \$51,395, and will provide funding for a 0.25 FTE for the Local Source Control Specialist position for the period July 1, 2015 to June 30, 2017. It will also provide funding for 0.014 FTE (approximately 2 hours per month) for supervision from David Lee's position, and from Julie Rosario's position, plus 0.012 FTE for Bill Chamber's position to provide IT support, plus travel expenses and material and equipment costs associated with the program, and 10% of salaries and benefits for administrative costs. It also provides \$2,000 for subcontract costs for Skagit Conservation District education and encouragement programs supporting the Local Source Control Program under our agreement with SCD. The amount is reduced from the previous biennium as we have completed the inspections of many of the subject facilities, and are moving into more of a follow up role.

**MOTION:**

***Move to authorize Mayor Anderson to sign the attached Interagency Agreement for the FY 2015-2016 Puget Sound Local Source Control Specialists Partnership in the amount of \$51,395.***



**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

Mark A. Freiberger, PE  
Director of Public Works

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State of Washington  
Department of Ecology  
PO Box 47600  
Olympia, WA 98504-7600

Attention: Jane Dewell  
Local Source Control Program Coordinator

**SUBJECT: FY2015-2017 LSC Program Partner Proposal**

**DATE:** April 24, 2015

Dear Julia,

The following is a short summary and review of our jurisdiction's 2013-15 accomplishments under the FY2013-2015 Local Source Control Agreement, as well as our Partner Proposal for FY2015-2017, should you choose to renew the contract.

**2013-15**

**(July 1, 2013-Present)**

- 115 (+/-) total site visits to date, including 58 initial visits
- Resources posted to city web page for public access(as well as distributed):
  - LSC Program Information Pamphlet
  - Spill Response & Clean Up Plan
  - MSDS-Getting Started
  - ShopTalk(Online Link)
  - EnviroStars Information Brochure and Application/Worksheet
  - Tips to Handling Wastewater
  - Fact Sheets for Mobile Businesses
  - Automotive Industry(Tips and Posters)
- Heightened public (businesses, etc.), self, and inter-departmental awareness of pollution issues through site visits, public outreach, and inter-departmental meetings.
- Great response in clean up and maintenance of various business site components such as understanding their site (drainage, etc.), storage, containment, materials handling, waste disposal, etc.
- Enhanced personal (as a LSCS) as well as public knowledge of pollution problems and causes, hidden dangers, and various other aspects of

business' impact on pollution generation in relation with products and wastes used and produced within different sectors.

- Increased resources (and knowledge) to pass along to businesses (and public in general. As a result, somewhat of a network in sharing resources, contacts, knowledge between businesses of the same types in regards to issues such as recycling, suppliers, product info, waste disposal, etc. has started to come about.

**2013-15**  
(Intentions)

- Allocate 1/4 (0.25 FTE) of Wally Hoyt's time as LSCS
- Perform 70 Site Visits, with 60% new and 40% revisit
- **Sector focus:** Restaurants ( Main Focus); Follow Up/ Re-Visit Automotive/Manufacturing/Medical/Etc.(Secondary Focus), remainder property managers, medical/dental.

**\*\*NOTE:** Propose to coordinate a Seminar/Workshop covering LSC program overview with either schools and/or general public in an effort to be pro-active with prospective and future business owners\*\*

- Trainings Wally Hoyt as a "new" specialist
- Our budget estimate for this work for the period July 1, 2015 to June 30, 2017 (two years) is \$52,220. See the attached *Invoice and Budget Detail* form for details on the estimate.

We have appreciated the opportunity to work with you and your staff in assisting Ecology with this important project. We look forward to a continued effort to improve the waters of our state!

Sincerely,

Mark A. Freiberger, PE  
Director of Public Works

Cc: Wally Hoyt, Engineering Technician/LSCS  
David Lee, P.E., City Engineer



DEPARTMENT OF  
**ECOLOGY**  
State of Washington  
**IAA No. C160024**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**THE CITY OF SEDRO-WOOLLEY**

**THIS INTERAGENCY AGREEMENT** is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and the THE CITY OF SEDRO-WOOLLEY hereinafter referred to as the "CONTRACTOR," pursuant to the authority granted by Chapter 39.34 RCW. State funding is from the Environmental Legacy Stewardship Account (ELSA), part of the Model Toxics Control Act (MTCA) (RCW 70.105d).

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide funding for the CONTRACTOR to hire "Local Source Control" (LSC) specialist(s) who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state. The LSC specialist will make referrals to ECOLOGY as needed, and report measurable environmental results.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

The CONTRACTOR will conduct multimedia source control site visits and pollution prevention activities to Small Quantity Generators (SQG) of dangerous and/or hazardous waste and other businesses and organizations that may have potential to pollute stormwater. The site visits and pollution prevention activities will be designed to reduce or eliminate hazardous waste and pollutants at the source.

ECOLOGY will coordinate this partnership and support collaborative efforts to protect and restore Puget Sound and the Spokane River Watershed.

**1) STATEMENT OF WORK**

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, Statement of Work, attached hereto and incorporated herein.

**2) PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this IAA shall commence on **July 1, 2015** and be completed by **June 30, 2017**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

### 3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130, and in accordance with Governor's Executive Order 10-07 and RCW 39.26.180(3). This is a performance-based contract, in which payment is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed **\$51,395.00**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Appendix A, Statement of Work, and Appendix B, Invoice & Budget Detail, which is attached hereto and incorporated herein. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

Travel expenses for state and federally funded partners (meals, lodging, mileage) will be reimbursed according to current state rates at the time of travel (see: <http://www.ofm.wa.gov/resources/travel.asp>). Purchase of source control tools for distribution to businesses must be done in accordance with a separate 'voucher' or other contract agreement, and is not allowed under this contract. Any purchases of equipment or goods and services over \$1,000.00 must be pre-approved by ECOLOGY.

ECOLOGY prefers that overhead and indirect charges be applied to Salaries and Benefits only. If the CONTRACTOR calculates this on a different basis, provide an explanation of the items included in the base. Indicate the applicable rate on Appendix B, Invoice & Budget Detail.

ECOLOGY recognizes annual adjustment to indirect rates. CONTRACTOR is required to notify ECOLOGY of any changes and indicate the rate on Appendix B at the time of billing.

### 4) BILLING PROCEDURE

CONTRACTOR shall submit state form, Invoice Voucher A19-1A for payment requests. Payment will be made within thirty (30) days of receipt of a properly completed invoice, form A19-1A, with supportive documentation. Each invoice shall reference this Agreement (IAA) number and clearly identify the items related to performance under this Agreement. All expenses invoiced shall be supported with copies of invoices paid. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Invoices are to be sent to:

State of Washington Department of Ecology Attn: Jane Dewell, HWTR Program P.O. Box 47600 Olympia, WA 98504-7600
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Invoices may be submitted on a **quarterly** basis or at the completion of the work. For quarterly billing, invoices must be submitted within forty (40) days of the end of the quarter.

Payment for approved and completed work will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must be registered as a state-wide vendor. To register, submit a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you

have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).

#### **5) ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **6) SUBCONTRACTORS**

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional subcontractor requirements and reporting.

Prior to performance, CONTRACTOR shall identify subcontractor(s) who will perform services in fulfillment of Agreement requirements, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract.

#### **7) ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **8) DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

#### **9) FUNDING AVAILABILITY**

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

#### **10) GOVERNING LAW AND VENUE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

### **11) INDEPENDENT CAPACITY**

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

### **12) ORDER OF PRECEDENCE**

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

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed written amendments to this Agreement.
- c. This Agreement.
- d. Statement of Work and Budget.
- e. Any other provisions of this Agreement, including materials incorporated by reference.

### **13) RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **14) RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

### **15) SEVERABILITY**

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

**16) TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**17) TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**18) WAIVER**

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

**19) AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Jane Dewell, HWTR Address: PO Box 47600 Olympia, WA 98504-7600  Phone: (360) 470-6850 Email: jane.dewel@ecy.wa.gov Fax: (360) 407-6715	Name: David E. Lee, City Engineer Address: 325 Metcalf Street Sedro-Woolley, WA 98284  Phone: 360-855-3219 Email: dlee@ci.sedro-woolley.wa.us Fax: 360-855-0733



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## 2015-2017 Biennial Contract

### Appendix A, Statement of Work CITY OF SEDRO-WOOLLEY

#### I. Introduction

This appendix provides the 'Statement of Work' in support of the 2015-2017 biennial contract for the Local Source Control (LSC) Partnership, which is overseen by the Washington Department of Ecology (Ecology) Hazardous Waste and Toxics Reduction Program.

The goal of the LSC Partnership is to provide hands-on pollution prevention advice and regulatory assistance to businesses and other organizations that generate small quantities of dangerous waste. By helping business owners do their part, we also help prevent polluted runoff from damaging Washington's streams, rivers, and the Puget Sound.

The LSC work is expected to fall within these general proportions:

- 70-75% technical assistance visits (see Sections III and IV)
- 15-20% unique program elements (see Section II)
- 10% networking/training (see Section V)

Key staff and their roles are identified in Table 1.

**Table 1: Key Staff**

Staff Name	Estimated FTE	Role
Wally Hoyt, LSCS/Engineering Technician	0.25	LSC Specialist
David E. Lee, City Engineer/Stormwater Manager	0.014	Manager/Supervisor
Bill Chambers, IT Manager	0.012	Database/IT Support
Julie Rosario, PW Assistant	0.014	Billing
Skagit Conservation District	--	Sub-Contractor

#### II. Unique Program Elements

Unique contractor elements for the LSC program are outlined in Table 2.

**Table 2: Unique Program Elements**

Program Element	Deliverable(s)	Timeframe
Element 1: Business Education/Outreach	In conjunction with Skagit Conservation District, develop brochures and other educational materials targeting private stormwater system maintenance practices, and organize one seminar to provide education and training in proper system maintenance. Est. 2% of LSC time.	July 2015 – June 2017
Element 2: Business Education/Outreach	Adapt Fats, Oils and Grease Program to target practices that may the impact MS4 System. Target restaurants and commercial kitchens citywide. Est. 5% of LSC time.	July 2015 – June 2017

Program Element	Deliverable(s)	Timeframe
Element 3 – Business Education/Outreach	Locate and map existing private stormwater systems in parking lots citywide and educate owners in proper maintenance of catch basins and oil-water separators. Est. 5% of LSC time.	July 2015 – June 2017
Element 4 – Database App – Field Testing	Work with other LSC agencies to adapt and implement field tablet app for LSC database. Est. 2% of LSC time, with support from IT Services as needed (est. 1.2% or 0.012 FTE).	July 2015 – June 2017
EnviroStars	Include EnviroStars as outreach/technical assistance element to program.	July 2015 – June 2017

### III. Technical Assistance Visits

The contractor will conduct technical assistance visits to small generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Depending upon a jurisdiction’s conditions, approximately 60% of the visits will be initial (i.e., small businesses or organizations that have never been visited, or have not received a LSC visit within two or more years). The balance of visits will be return visits to resolve high priority environmental issues; see Table 3.

**Table 3: Number of Technical Assistance Visits**

Visit Type	Number
Total Visits	85
<i>Target for Initial Visits (new visits or revisits over two years old)</i>	<i>85 * 0.60 = 51</i>
<i>Target for follow-up Visits (new visits)</i>	<i>85 * 0.40 = 34</i>

Business sectors, organizations, waste streams, and/or regions that will provide a focus for the 2015-2017 technical assistance visits are listed in Table 4.

**Table 4: Technical Assistance Targets**

Target	Rationale	Timeframe
Restaurants & Commercial Kitchens (schools, hospital, nursing homes, etc.)	Perform initial and follow up visits for new facilities visited over two years ago. Coordinate with fats, oils & grease (FOG) program inspectors.	July 2015 – June 2017
Apartments & Condominiums	Perform initial and follow up visits for new facilities visited over two years ago. Coordinate with private stormwater system identification connections with focus on parking and driveway area drainage system maintenance to prevent illicit discharges to MS4.	July 2015 – June 2017
Automotive/Vehicle Maintenance	Perform initial and follow up visits for new facilities visited over two years ago. Coordinate with FOG program inspectors.	July 2015 – June 2017
Medical/Dental Facilities	Perform initial and follow up visits for new facilities visited over two years ago.	July 2015 – June 2017

Target	Rationale	Timeframe
Manufacturing	Perform initial and follow up visits for new facilities and visited over two years ago.	July 2015 – June 2017

### **High Priority Environmental Issues**

The following are Ecology's nine high priority environmental issues. When found, these issues justify return visits to a business. A return visit to a business for other issues is at the discretion of the jurisdiction.

- **Hazardous Waste**
  1. Properly designate waste
  2. Properly dispose of waste
  3. Properly store products/wastes
  4. Repair or replace degraded open chemical containers
- **Stormwater**
  5. Correct illegal plumbing connection
  6. Halt discharges of process wastewaters to storm drain
  7. Properly store containerized materials
  8. Properly store non-containerized materials
  9. Clean and eliminate leaks and spills from storage areas

When unable to resolve high priority environmental issues, the LSC Specialists are to follow Ecology's referral policy, outlined in the 'LSC Program Contact and Referral Guide' (available on the LSC SharePoint site: <https://sp.ecy.wa.gov/sites/HWTR/IALSC/default.aspx>).

In addition, Ecology may direct a portion of technical assistance visits toward specific priority sources or contaminants.

### **Visit Guidance**

The following guidance applies to technical assistance visits, unless otherwise discussed with Ecology:

- Coordinate with respective Ecology Regional Offices to ensure that:
  - Business is not a Medium or Large Quantity (dangerous waste) Generator
  - Business is not currently being visited by other Source Control or Urban Waters staff
- Research site and issues prior to the visit using a combination of data sources
- Provide technical assistance on waste and toxics reduction, storage, disposal, spill prevention, and pollution prevention
- Provide written follow-up via correspondence or e-mail to document the results of an initial site visit
- Coordinate and collaborate with Ecology technical staff and other partner agencies when developing technical assistance messages and outreach materials
- Coordinate, when applicable, with fire marshal, code enforcement, stormwater, wastewater treatment, and moderate risk waste staff

- When complaints arise from hazardous waste generators, coordinate with local jurisdictions and Ecology Regional Offices in a timely manner (i.e., within one week)
- Encourage businesses to participate in local green business programs, such as the EnviroStars business certification program (<http://envirostars.org/>)

When unique outreach or educational materials are developed by your jurisdiction, provide copies to Ecology within 30 days of completion of the piece.

#### **IV. LSC Checklist & Database**

Information gathered during technical assistance visits must align with the LSC checklist (v4.0.3, dated 12/18/2012) and be entered into the LSC database, which is managed and maintained by Ecology. The following guidance applies to all technical assistance visits, unless otherwise discussed with Ecology:

- Complete a LSC checklist for each site visit and enter it into Ecology's LSC database within 15 work days of the visit for initial, return, or screening visits, or referrals to a regulatory agency
- Ensure that data entry is thorough, complete, and accurate
- Refer to the LSC database instructions, or contact Ecology support staff, for assistance with database entry and reporting
- Maintain the original checklist documents for purposes of public disclosure requests and as historic records, and in accordance with local and state public disclosure laws

#### **V. Training**

Ecology provides training to LSC partners to ensure that new staff are properly trained and supported, and that experienced staff are exposed to new information and have opportunities to share their expertise for the benefit of the LSC Partnership. The following types of training are provided, and Table 5 contains an annual training schedule.

##### **New Staff Mentoring and Training**

New LSC Specialists are provided a variety of training support from Ecology staff and from experienced LSC Specialists, as assigned by Ecology. Details of the trainings, briefly outlined below, are available in the LSC SharePoint 'New Specialists' tab.

##### **1. SharePoint 'New Specialists' Resources**

The LSC SharePoint site contains a presentation and self-test for new LSC Specialists. A new hire should complete the self-test and presentation review within the first two weeks of work as a LSC Specialist.

##### **2. Field Mentoring & Training Review**

Ecology will assign an experienced LSC Specialist as a mentor to provide field training and support to a new hire; this will be set-up within the first two weeks of work for the new hire.

Field mentoring will involve a series of accompanied field visits designed by the mentor and Ecology staff to support the needs of the new hire. This training will generally take place over three months. When

the mentor and new hire deem they are ready, an Ecology staff will administer a field training/test. This will involve the new hire and Ecology staff spending a day conducting technical assistance visits, and reviewing specific information on hazardous and dangerous wastes, other types of wastes, spills prevention, storm water pollution prevention, and hazard / toxics reduction opportunities.

Ecology staff, along with the mentor, will determine when field training is complete and the new LSC Specialist is ready to conduct technical assistance visits on their own.

### **3. In-person New Staff Training**

A New Staff in-person training will be offered the second Wednesday and Thursday in December. This training will be planned and conducted by Ecology staff and experienced LSC Specialists.

Topics for the in-person training may include the following:

- SharePoint Orientation
- Checklist & Database Basics
- Waste & Stormwater Overviews
- Technical Assistance Visits
- Health & Safety
- Toxics Reduction Opportunities
- Customer Service
- LSC Internal Resources

#### **In-person Trainings**

The In-person Trainings will be planned and conducted by teams of three to four LSC Specialists from at least two to three LSC partners. Training topics are intended to help new LSC staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. Ecology staff will help define and schedule the teams, review agendas, and provide support for planning and logistics.

Schedule: Held the second Wednesday in September, March and June, these are typically scheduled between 9 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions that need the extra time to attend the trainings.

Attendance Requirement: Mandatory for at least one LSC Specialist who is responsible for disseminating information back to the LSC Specialists from that jurisdiction; LSC managers are welcome but not required to attend. Ecology staff must approve absences (non-emergency) at least two weeks prior. No training substitutions (i.e., HAZWOPER, conferences) are allowed for the In-person Training.

#### **WebEx Trainings**

Ecology will plan and conduct WebEx trainings during the months that do not have In-person Trainings. These sessions are intended to expose LSC Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from LSC partners.

Schedule: These are one and a half hour sessions, held on a second Wednesday of the month, except during the months when In-person Trainings are held. Up to six WebEx Trainings will be scheduled each year.

Attendance Requirement: Mandatory for at least one LSC Specialist from each partner to attend at least four of the six WebEx Trainings each year.

Another type of training that is relevant to LSC specialists' work may be substituted for up to two of the six WebEx Trainings. Notification of the substitution must be provided to Ecology at least two weeks in advance of the WebEx Training.

**Table 5: Annual Training Schedule**

<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>
No LSC training	2 <sup>nd</sup> Wed, WebEx	2 <sup>nd</sup> or 3 <sup>rd</sup> Wed, In-person (due to school schedules)	2 <sup>nd</sup> Wed, WebEx
<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>
2 <sup>nd</sup> or 3 <sup>rd</sup> Wed, WebEx (due to Veterans' Day)	2 <sup>nd</sup> Wed & Thurs, New Staff In-person	No LSC training	2 <sup>nd</sup> Wed, WebEx
<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
2 <sup>nd</sup> Wed, In-person	2 <sup>nd</sup> Wed, WebEx	2 <sup>nd</sup> Wed, WebEx	2 <sup>nd</sup> Wed, In-person

**VI. Reporting and Contract Changes**

An annual report, briefly summarizing contract status (e.g., site visits, unique elements, budget) and providing information on shortfalls shall be provided to Ecology by July 31, 2016 and 2017. The report shall include two to three 'case studies' of a business or organization that benefitted from the LSC site visits or education/outreach, with a few photos of the business or activities.

Any of the following changes shall be reported to the LSC Program Coordinator within 10 business days:

- Key personnel changes (staff leaving, new hires, etc.)
- Any potential program, contract, or small business client problems and resolutions
- Initiation of or changes to a subcontract

**VII. Invoicing**

Invoice (billing) procedures are outlined in the Interagency Agreement (IAA), to which this document is an appendix (see IAA Section 4). In addition to directions in the IAA, the following information is provided:

- Support documents may be submitted on a CD rather than as a paper copy.
- Quarterly invoicing will follow the schedule in Table 6.

**Table 6: Invoicing Schedule**

<b>Quarter</b>	<b>Months</b>	<b>Due Date</b>
1	July, August, September 2015	November 10, 2015
2	October, November, December 2015	February 10, 2016
3	January, February, March 2016	May 10, 2016
4	April, May, June 2016	August 10, 2016
5	July, August, September 2016	November 10, 2016
6	October, November, December 2016	February 10, 2017
7	January, February, March 2017	May 10, 2017
8	April, May, June 2017	August 10, 2017

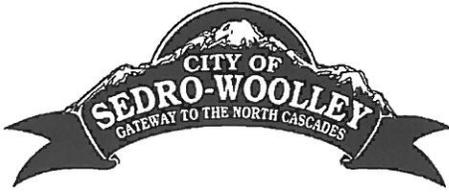
**APPENDIX B  
 INVOICE & BUDGET DETAIL**

**Department of Ecology - Local Source Control Partnership** *(updated 06/2015)*

Contractor:	City of Sedro-Woolley		IAA No:	C1600024	
Current Invoice Period: Qtr/YR:			Invoice No:		
	Current Invoice	Total Cumulative Invoices to-date*	Budget 2015-17	Remaining Budget	notes
Salaries			27,344.00	27,344.00	
Benefits			11,877.00	11,877.00	
Subcontracts			2,000.00	2,000.00	
Goods & Services			1,440.00	1,440.00	
Equipment			1,000.00	1,000.00	
Travel / Training			3,812.00	3,812.00	
Subtotal Direct Costs	0.00	0.00	47,473.00	47,473.00	
Indirect Costs (@ Rate 10%)			3,922.00	3,922.00	
<b>Total Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,395.00</b>	<b>\$ 51,395.00</b>	

*\*Total Cumulative includes current invoice amounts*

Staff Name / Expense Description <i>(attach copy of internal record reflecting all staff paid through contract &amp; copy of each invoice paid)</i>	Salaries	Benefits	Subcontracts	Goods & Services	Equipment	Travel / Training	Indirect Costs
Subtotals							
<b>Total = Current Invoice</b>							



CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2015

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

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

Mark A. Freiberger, PE  
Director of Public Works

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**MEMO TO:** Mayor Anderson and City Council Members

**FROM:** Mark A. Freiberger, PE, Director of Public Works

**RE:** **Proposed Resolution \_\_\_-15 Local Agency Agreement between the City of Sedro-Woolley and the Washington State Department of Transportation for Design Phase federal funding obligation for the SR20/Cascade Trail West Extension Phase 1B Hodgkin Road to Trail Road**

**DATE:** July 24, 2015 (for Council action August 12, 2015)

**ISSUE:**

Shall council move to approve Resolution \_\_\_-15 authorizing Mayor Anderson to sign and submit the attached Local Agency Agreement between the City of Sedro-Woolley and the Washington State Department of Transportation for the design phase of the SR20/Cascade Trail West Extension Phase 1B Hodgkin Road to Trail Road, totaling \$25,000, including a local match requirement of \$3,375?

**BACKGROUND/DISCUSSION:**

On July 21, 2015, Skagit Council of Governments awarded the city \$21,625 and \$227,495 in federal STPUS funding for the design and construction phases respectively for the SR20/Cascade Trail West Extension Phase 1B Hodgkin Road to Trail Road. The attached federal aid Prospectus and Agreement documents will lead to obligation of the design phase federal funds. The city has committed to obligation of the design phase by September 30, 2015 to meet SCOG obligations to the state.

The May 5, 2015 memo to council summarizing the final costs for the SR20/Cook Road Realignment and Extension Project noted that sufficient funds were available from the Account 104 Unrestricted funds account for the SR20/Cascade Trail West Phase 1A Trail Road to SR9 South project and for the Jameson Arterial Extension to SR9 Project estimated match. Remaining Account 104 Unrestricted funds total \$22,614 after these projects. The GMA Impact Fee fund has also accumulated \$21,700 since the beginning of 2015. Either of these sources will provide sufficient funding to obligate the design phase only of the SR20/Cascade Trail West Phase 1B Project.

The attached Resolution authorizes the mayor to sign the agreement, and commits the city to providing the required match funds for the design phase, as well as agreeing to the terms of financing noted in page 2 of the Agreement. The Agreement as attached only shows design phase funding. Under federal rules, a supplemental agreement will be required to request obligation of the construction phase funding after completion of the design phase and environmental clearance. The proposed Resolution references both design and construction phase funding totals, but obligates the city for the design phase match only.

**MOTION:**

***Move to approve Resolution \_\_\_-15 authorizing Mayor Anderson to sign and submit the attached Local Agency Agreement between the City of Sedro-Woolley and the Washington State Department of Transportation for the design and construction phases of the SR20/Cascade Trail West Extension Phase 1B Hodgkin Road to Trail Road, totaling \$25,000, including a local match requirement of \$3,375?***

RESOLUTION \_\_\_-15

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY AUTHORIZING MAYOR ANDERSON TO ENTER INTO AN AGREEMENT WITH WSDOT FOR THE SR20/CASCADE TRAIL WEST EXTENSION PHASE 1B HODGIN ROAD TO TRAIL ROAD

WHEREAS, the City authorized the Director of Public Works to submit a funding application to the Skagit Council of Governments for federal funding for the design and construction phases of the SR20/Cascade Trail West Extension Phase 1B Hodgkin Road to Trail Road Project (Project); and

WHEREAS, the Skagit Council of Governments on July 21st, 2015 awarded \$249,120 in Surface Transportation Program funds, including \$21,625 for the design phase and \$227,495 for the construction phase of the Project, and

WHEREAS, the Washington State Department of Transportation (WSDOT) requires execution of a Local Agency Federal Aid Prospectus and Local Agency Agreement prior to obligation of federal funds,

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

Council authorizes Mayor Anderson to sign the abovementioned agreements for submission to WSDOT, and

Council authorizes use of Account 104 Unrestricted or GMA Impact Fee funds totaling \$3,375 for the design phase for the project, and

Council agrees to the Local Ad and Award Method C financing requirements as noted on Page 2 of the Local Agency Agreement.

PASSED by the majority vote of the members of the Sedro-Woolley City Council this 12th day of August, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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



Prefix		Route	( )	Date	8/13/2015
Federal Aid Project Number		SR20		DUNS Number	878469774
Local Agency Project Number	2015-PW-27		(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001361

Agency Sedro-Woolley	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title SR20/Cascade Trail West Extension - Phase 1B Hodgins Road to Trail Road		Start Latitude N 48.500813	Start Longitude W 122.258398		
		End Latitude N 48.50287	End Longitude W 122.252734		
Project Termini From - To Hodgins Road Trail Road		Nearest City Name Sedro-Woolley		Project Zip Code (+ 4) 98284	
Begin Mile Post 64.21	End Mile Post 64.51	Length of Project 0.30 miles		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID SR20	Begin Mile Point 64.21	End Mile Point 64.51	City Number 1150	County Number 29	County Name Skagit
WSDOT Region Northwest Region	Legislative District(s) 39		Congressional District(s) 2	Urban Area Number 30	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$25,000	\$3,375	\$21,625	12/2015
R/W				
Const.				
<b>Total</b>	<b>\$25,000</b>	<b>\$3,375</b>	<b>\$21,625</b>	

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width  
60' to 70'

Number of Lanes  
3 to 4

SR20 is an Urban Other Principal Arterial FC UI with roadway width from 45 to 60 foot wide with two travel lanes, a center turn lane and periodic right turn lanes on the north side in this vicinity. The right of way is 67 feet wide north of the centerline, and 33 feet wide south of the centerline. The north side of the route includes a combination of paved driveway approaches and grassed swales, with some sections of curb and gutter near the intersections. 760 linear feet of 5 foot wide sidewalk is located east of Hodgins Road. A 390 linear foot segment of 30 inch storm drain with periodic catch basins is located under the proposed route west of Trail Road.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Construct a shared use path along the north side of SR20.

Local Agency Contact Person Mark A. Freiberger, PE	Title Director of Public Works	Phone 360-855-9933
Mailing Address 325 Metcalf Street	City Sedro-Woolley	State WA
		Zip Code 98284

Project Prospectus Approval

By \_\_\_\_\_ Approving Authority

Title Director of Public Works Date 8/13/2015

Agency Sedro-Woolley	Project Title SR20/Cascade Trail West Extension - Phase 1B	Date 8/13/2015
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Reconstruction <input type="checkbox"/> Railroad <input type="checkbox"/> Bridge	<input checked="" type="checkbox"/> Path / Trail <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> Parking	<input type="checkbox"/> 3-R <input type="checkbox"/> 2-R <input type="checkbox"/> Other

Geometric Design Data			
Description	Through Route	Crossroad	
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
	Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35		
Design Speed	35		
Existing ADT	10,000		
Design Year ADT	10,000		
Design Year	2016		
Design Hourly Volume (DHV)	960		

Performance of Work		
Preliminary Engineering Will Be Performed By Sedro-Woolley Engineering with consultant surveying and geotechnical	Others 10 %	Agency 90 %
Construction Will Be Performed By Contract for construction, with CM by Sedro-Woolley Engineering	Contract 80 %	Agency 20 %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

The proposed project is located in a combination of existing grassed swale and paved driveways on the north side of SR20. The project will replace an existing undersized storm drain for 390 lf of the project. There are no known critical areas within the project area.

Agency Sedro-Woolley	Project Title SR20/Cascade Trail West Extension - Phase 1B	Date 8/13/2015
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<b>Right of Way</b>		
<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

<b>Utilities</b>	<b>Railroad</b>
<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

The existing storm drain line located in the grassed swale and driveways on the north side of SR20 within the project limits will be upgraded as part of the project. Minor utility adjustments may be required to relocate conflicting utility poles, street lights and underground utility cables, gas and water lines.

<b>FAA Involvement</b> Is any airport located within 3.2 kilometers (2 miles) of the proposed project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Sedro-Woolley

Date \_\_\_\_\_

By \_\_\_\_\_  
 Mayor/Chairperson

# Local Agency Agreement

Agency Sedro-Woolley  
 Address 325 Metcalf Street  
Sedro-Woolley, WA 98284

**CFDA No. 20.205**  
 (Catalog of Federal Domestic Assistance)  
 Project No. \_\_\_\_\_  
 Agreement No. \_\_\_\_\_  
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

**Project Description**

Name SR20/Cascade Trail West Extension - Phase 1B Hodgin Road to Trail Road Length 0.30 miles  
 Termini SR20 MP 64.21 Hodgin Road to 64.51 Trail Road

**Description of Work**

Project Agreement End Date: 1/1/2021  
 Proposed Advertisement Date: \_\_\_\_\_

Claiming Indirect Cost Rate  
 Yes  No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
<b>PE</b>			
_____ % Federal Aid Participation Ratio for PE			
a. Agency	15,000.00	2,025.00	12,975.00
b. Other Consultant Survey	5,000.00	675.00	4,325.00
c. Other Consultant Environmental	4,000.00	540.00	3,460.00
d. State	1,000.00	135.00	865.00
e. Total PE Cost Estimate (a+b+c+d)	<b>25,000.00</b>	<b>3,375.00</b>	<b>21,625.00</b>
<b>Right of Way</b>			
_____ % Federal Aid Participation Ratio for RW			
f. Agency			
g. Other			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
<b>Construction</b>			
_____ % Federal Aid Participation Ratio for CN			
k. Contract			
l. Other			
m. Other			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	<b>25,000.00</b>	<b>3,375.00</b>	<b>21,625.00</b>

**Agency Official**

**Washington State Department of Transportation**

By \_\_\_\_\_

By \_\_\_\_\_

Title Mayor

Director, Local Programs

Date Executed \_\_\_\_\_

**Construction Method of Financing** (Check Method Selected)

**State Ad and Award**

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

**Local Force or Local Ad and Award**

- Method C - Agency cost incurred with partial reimbursement  
 The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on  
 \_\_\_\_\_ August 12 \_\_\_\_\_, 2015 \_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_ XXX-15

**Provisions**

**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

**II. Delegation of Authority**

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

**III. Project Administration**

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

**IV. Availability of Records**

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

**V. Compliance with Provisions**

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

## **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

### **I. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

## **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States: WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## **IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

## **X. Traffic Control, Signing, Marking, and Roadway Maintenance**

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

## **XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

## **XII. Nondiscrimination Provision**

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

## **XIII. Liquidated Damages**

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

#### **XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

#### **XV. Venue for Claims and/or Causes of Action**

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

#### **XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **XVII. Assurances**

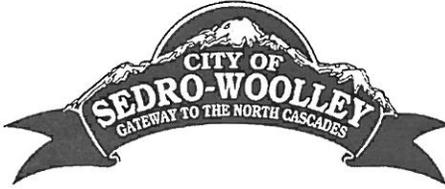
Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

### **Additional Provisions**

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2015

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 31



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

Eron M. Berg  
City Supervisor/City Attorney

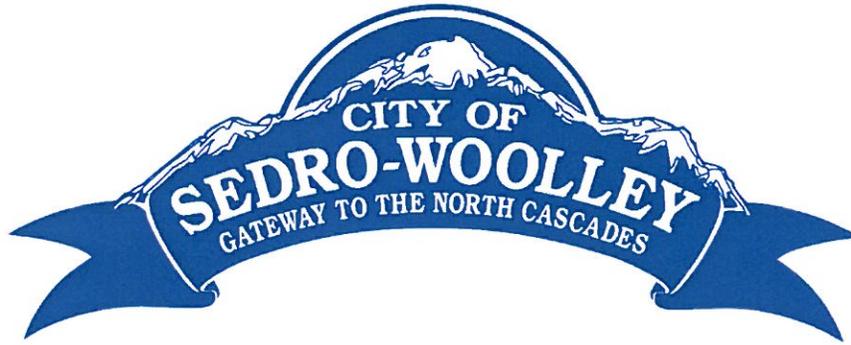
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MEMO TO: City Council  
FROM: Eron Berg  
RE: Library Board request  
DATE: August 12, 2015

ISSUE: Should the Council approve the library board's request to raise the non-resident library card fees as outlined in the attached memo from the board?

BACKGROUND: Attached is a memo from the SW Library board with a request regarding non-resident library cards.

RECOMMENDATION: Motion to approve the requested rate increase for non-resident library cards.



## **Sedro-Woolley Public Library**

**802 Ball Street, Sedro-Woolley, WA 98284-2008**

**PH: (360) 855-1166**

### **2015 Non-Resident Fee Increase**

We, the **Library Board** of the **Sedro-Woolley Public Library**, recognizing that our fees have remained unchanged since January of 2000, are recommending to the **Sedro-Woolley City Council** that our non-resident Library fees be raised to **\$72** per year (**\$36** for **6 months**; **\$18** for **3 months**) per household; and **\$48** for **seniors, ages 65+** (**\$24** for **6 months** – with a **limit of 2 cards per household**). This rate change, with **City Council** approval, will take effect on *Monday, November 2<sup>nd</sup>, 2015*. Thank-you.

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

@ their regularly scheduled July Board Meeting – July 29<sup>th</sup>, 2015:

*Beverly Ringhouse*

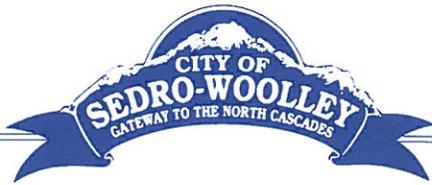
*Dagui Cole*

*Robert A. Adams*

*Murjean Burke*

AUG 12 2015

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

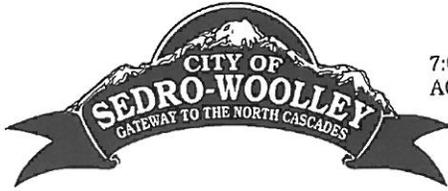


SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2015



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO.     9    

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Agreement with Waste Management for accepting and processing recyclables  
DATE: August 12, 2015

ISSUE: Should the Council adopt the attached agreement with WM for the acceptance and processing of recyclables?

BACKGROUND: This item is a follow up to the council's decisions regarding commercial recycling and curbside food & yard waste. Our implementation date of September 1<sup>st</sup> is rapidly approaching and this agreement is necessary so the city has a place to take its recyclables. This is a three year agreement with an initial cost of \$40/ton that will increase annually by the CPI. Under the agreement, the city will be able to deliver recyclable materials to WM's Bayview facility (and is obligated to deliver all commingled recyclables for the term of the agreement).

Because the implementation date is September 1<sup>st</sup>, council approval tonight would be appreciated.

RECOMMENDATION: Motion to approve the attached agreement with Waste Management for the acceptance and processing of recyclables.

## RECYCLING AGREEMENT

This RECYCLING AGREEMENT (“Agreement”) is made and entered into as of September 1st, 2015 (the “Effective Date”), by and between Waste Management of Washington, Inc., a Washington corporation (“WM”) and the City of Sedro-Woolley, a municipality (“City”). WM and City may be referred to herein collectively as the Parties and individually as a Party.

### RECITALS

- A. WM owns and operates Waste Management of Skagit located at 12122 Bay Ridge Dr., Burlington, WA 98230.
- B. Effective September 1, 2015, the City will collect Recyclables from residential premises within the City.
- C. City and WM desire to enter into this Agreement to provide for the receipt, processing, recycling, and disposal (of residue) of Recyclables by or on behalf of the City.

### AGREEMENT

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

1.1 “Base Rate” means the initial per ton fee to be paid by City to WM as compensation for Recyclables delivered to the WM Facility, which fee may be adjusted pursuant to Section 3.

1.2 “Equipment” means any and all containers, tractors, trailers, motor vehicles, cranes, top pickers and other equipment utilized by City and/or WM for the collection, transportation, handling, processing, disposal, and disposal of Recyclables pursuant to this Agreement.

1.3 “Excluded Materials” mean radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and

Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by WM. Furthermore, deliveries of materials which contain more than 15% materials not included in the list of Recyclables in Exhibit A shall be deemed Excluded Materials.

1.4 “Recyclables” mean the materials described as such in Exhibit A attached hereto.

1.5 “Uncontrollable Circumstances” mean acts of God, including landslides, lightning, storms, floods, freezing, and earthquakes; forest fires; civil disturbances; strikes, lockouts or other industrial disturbances; acts of the public enemy; wars; blockades; public riots; breakage; explosions; accident to machinery, pipelines or materials; power failure; governmental restraint; damage to or destruction of the WM Facility as a result of events such as those described herein; or other causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the Party whose ability to perform under this Agreement is impaired or prevented by the Uncontrollable Circumstances event.

## 2. DELIVERY AND ACCEPTANCE OF RECYCLABLES.

2.1 Beginning on the Effective Date, and throughout the term of this Agreement and any extension hereof, City shall deliver to the WM Facility all commingled Recyclables collected from its residential curbside recycling program and commercial customers, as well as other Recyclables agreed upon by the City and WM.

2.2 Beginning on the Effective Date and throughout the term of this Agreement, WM shall, subject to volume and permit limitations, accept at the WM Facility all Recyclables received, collected, handled, transported and/or processed by City and required to be delivered pursuant to this Section 2. WM shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such residue left after appropriate processing of the Recyclables. Company makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists or if delivered materials contain more than 15% non-Recyclables.

2.3 City acknowledges that the WM Facility has strict daily tonnage limitations and that WM has disposal commitments to other customers and the public which require the Parties to cooperate with each other and coordinate with other users of the WM Facility to work within such limits and maximize the use of available daily capacity.

## 3. WM COMPENSATION.

3.1 Base Rates. City shall pay WM \$40.00 per ton (the “Base Rate”) of Recyclables delivered to the WM Facility.

3.2 Annual Rate Adjustments. Commencing on September 1, 2016, and on the same date annually thereafter (the “Adjustment Date”), the Base Rate, as adjusted hereunder, shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services (“CPI”), as published by the Bureau of Labor Statistics, for the 12-month period ending nearest, but at least sixty (60) days prior to, the Adjustment Date. At least thirty (30) days prior to the Adjustment Date, WM shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Contractor’s service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

3.3 Extraordinary Rate Adjustments. WM may increase the Base Rate to reflect WM’s actual increased costs to perform under this Agreement due to changes in federal, state, county or local laws, statutes, rules, regulations, ordinances or permit conditions occurring after the Effective Date. WM may also increase the Base Rate for any tax, tariff, fee, assessment or other government charge levied or assessed on the storage, handling, transportation, disposal, or recycling of the Recyclables after the Effective Date. All rate adjustments under this Section 3.3 shall take effect upon ninety (90) days’ written notice from WM.

3.4 Contamination Surcharge. Once per year (or more frequently if WM identifies consistently higher levels of contamination since the last audit), WM will perform a composition audit of material delivered to the WM Facility under this Agreement. The composition audits will be performed pursuant to the protocol set forth in Exhibit B attached hereto. If a composition audit results in more than 5% contamination (i.e., non-Recyclable Materials), then there will be a contamination surcharge added to each monthly WM invoice. Said surcharge is in addition to any other adjustments to the Base Rate.

- (a) Subtract 5% from the actual contamination percentage identified in the composition audit (the “Percentage Differential”)
- (b) Multiply the Percentage Differential by the tons of Recyclables delivered during the applicable billing cycle
- (c) Multiply the result from (b) above by \$110.00
- (d) The result from (c) above will be the contamination surcharge added to the applicable WM invoice.

The following is an example where actual contamination identified in a composition audit is 10% and there was 100 tons delivered in the previous month.

- (a)  $10\% - 5\% = 5\%$
- (b)  $5\% \times 100 \text{ tons} = 5 \text{ tons}$

(c) 5 x \$110.00 = \$550.00 contamination surcharge

In this example, a \$550.00 contamination surcharge would be added to the WM invoice to the City.

3.5 Payment. On a monthly basis during the term of this Agreement, WM shall invoice the City for the actual tons of Recyclables delivered by or on behalf of the City during the preceding month. City shall pay the full amount of each invoice to WM within 30 days of the date of each invoice. City shall pay a late fee and service charge on all past due amounts accruing from the date of the invoice at a rate of twelve percent (12%) per annum, except WM shall not charge a late fee if paid within 45 days and the reason for late payment is due to City Council scheduling issues. WM may suspend performance hereunder due to non-payment of invoices.

4. **EXCLUDED WASTE; INSPECTION, REJECTION.** City shall not deliver any Excluded Materials to the WM Facility. WM shall have the right to inspect, analyze or test any waste delivered by City. WM shall have the right to reject, refuse or revoke acceptance of any waste if, in the opinion of WM, the waste or tender of delivery fails to conform to, or City fails to comply with, the terms of this Agreement, including the delivery of waste meeting the definition of Recyclables hereunder. In the event WM, by notice to City, rejects or revokes acceptance of waste hereunder, City shall, at its sole cost, immediately remove or arrange to have the rejected waste removed from WM's control or property. If the rejected waste is not removed within twenty-four (24) hours from receipt of notice, WM shall have the right and authority to handle and dispose of the rejected or Excluded Waste. City shall pay and/or reimburse WM for any and all costs, damages and/or fines incurred as a result of or relating to City's tender or delivery of Excluded Waste or other failure to comply or conform to this Agreement, including, without limitation, costs of inspection, testing, analysis, handling and disposal of Excluded Waste. Title to, ownership of and liability for Excluded Waste shall at all times remain with City.

5. **COMPLIANCE WITH LAWS.** City and WM shall fully comply with all federal, state and local statutes, regulations, permits, approvals and restrictions, any legal entitlement and any other rule, regulation, requirement, guideline, permit, action, determination or order of any governmental body having jurisdiction, that is/are applicable to this Agreement.

6. **TERM OF AGREEMENT.** Except as otherwise provided herein, the term of this Agreement shall commence on the Effective Date and terminate on August 31<sup>st</sup>, 2018.

7. **LIMITED LICENSE TO ENTER.** City and its agents, assignees and subcontractors shall have a limited license to enter the WM Facility for the sole purpose of off-loading Recyclables at an area designated, and in the manner directed, by WM. City shall, and shall ensure that its agents, assignees, and subcontractors, comply in all material respects with all rules and regulations of the WM Facility, including those relating to the use and operation of the WM Facility and conduct of persons on the premises of the WM Facility, as the same may be

amended by WM from time to time. WM may reject Recyclables, deny City or its agents, assignees and subcontractors entry to the WM Facility and/or terminate this Agreement, subject to Section 10 hereof, in the event of City's or its agents, assignees or subcontractors' failure to follow such rules and regulations.

8. TIME OF DELIVERY. City shall be entitled to deliver Recyclables to the WM Facility during normal business hours, which hours are subject to change from time to time as WM deems appropriate upon 30 days written notice to City.

9. UNCONTROLLABLE CIRCUMSTANCES. Provided that the requirements of this Section 9 are met, neither Party shall be considered in default in the performance of its obligations under this Agreement (not including the obligation to make payments on time) to the extent that such performance is prevented or impaired by the occurrence of Uncontrollable Circumstances. If, as a result of an event of Uncontrollable Circumstances, either Party is wholly or partially unable to meet its obligations under this Agreement, then it shall give the other Party prompt written notice of such event, describing it in reasonable detail. The obligations under this Agreement of the affected Party shall be suspended, other than for payment of monies due, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists; provided, however, that WM shall have a reasonable time during which to assess the impacts caused by an event of Uncontrollable Circumstances and sole discretion to determine whether it will make repairs and resume all or part of the operations or whether it will terminate all operations at the WM Facility.

10. TERMINATION; DEFAULT. Either Party shall have the right to terminate this Agreement upon giving the other Party written notice if the other Party (i) fails to make any payment required hereunder, not disputed in good faith, within thirty (30) days after receiving notice of nonpayment from the non-defaulting Party, or (ii) materially breaches any of its representations and warranties set forth in Sections 11 or 12 below, or (iii) materially fails to comply with any federal, state or local laws, rules, orders or ordinances, or regulations that pertain to this Agreement, or (iv) breaches any other material obligation under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-breaching Party, provided, that, with regard to breaches identified in clauses (iii) or (iv) above, in the event the breaching Party shows good cause why it should be entitled to reasonable additional time to cure the breach, the non-breaching Party shall allow such reasonable additional time not to exceed ninety (90) days. In addition, WM shall have the right to terminate this Agreement upon ninety (90) days' written notice to City if the laws, regulations or orders of any governmental body having jurisdiction over WM prohibit WM from operating the WM Facility as contemplated in this Agreement.

11. WARRANTIES OF CITY OF SEDRO-WOOLLEY. City of Sedro-Woolley warrants and represents that:

11.1 The materials delivered to the WM Facility from City's transfer station,

collection vehicles or otherwise by City or its agents or subcontractors shall conform to the definition of Recyclables set forth in this Agreement and shall not contain any Excluded Materials;

11.2 City shall establish and maintain a program of operating and monitoring procedures for its transfer station(s), material recovery facility(ies) and any of its Recyclables collection activities to prevent the transportation or delivery to the WM Facility of Excluded Materials;

11.3 City possesses the Equipment, plant and employee or subcontractor resources required to meet its obligations required under this Agreement, and the Equipment shall, at all times relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for use;

11.4 City has advised its drivers and its transfer station operators of WM's prohibition on delivery of Excluded Materials and of the definition of Recyclables herein.

12. WARRANTIES OF WM. WM warrants and represents that:

12.1 It possesses the Equipment, plant and employee resources required to meet its obligations required under this Agreement, and the Equipment shall, at all times relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for use;

12.2 The WM Facility has been issued, and WM will maintain throughout the term of this Agreement, all permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the WM Facility to accept the Recyclables; and

12.3 It will handle the Recyclables in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations.

13. INSURANCE. WM and City each warrant that it shall, and shall ensure that its agents, Affiliates and subcontractors, secure and maintain in full force and effect throughout the term of this Agreement insurance coverage for commercial general liability (bodily injury and property damage), automobile liability and workers' compensation insurance with limits that are required by appropriate regulatory agencies or the following limits, whichever are greater: commercial general liability, \$2,000,000 combined single limit per occurrence and aggregate; automobile liability, \$2,000,000 combined single limit per occurrence and aggregate; and, workers' compensation, statutory limit. The City shall be named an Additional Insured on the commercial General Liability and Auto Liability policies regarding activities by or on behalf of WM and shall provide the City with a certificate of said coverage annually.

14. INDEMNITY.

14.1 Indemnity. Each Party (“Indemnitor”) shall defend, indemnify and hold harmless the other Party, its affiliates, and their respective employees, officers, directors, agents and subcontractors (collectively, “Indemnitees”), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including reasonable attorneys’ fees (collectively, “Damages”), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out as a result of personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent directly or indirectly caused by, or arising from or in connection with the breach of any representations and warranties of the Indemnitor set forth above, or any negligent actions or omissions of Indemnitor, its affiliates, employees, officers, directors, agents or subcontractors, in the performance of this Agreement. Such indemnity shall be limited to exclude Damages to the extent they arise as a result of any negligent actions or omissions of any of the Indemnitees. Notwithstanding the foregoing or anything else in this Agreement to the contrary, City shall be liable and shall defend, indemnify and hold harmless WM for Damages (including, but not limited to, reasonable investigation and legal expenses) arising from, related to or caused by the presence, handling or disposal of Excluded Materials delivered by City or its affiliates, its agents or subcontractors.

14.2 Notice, Defense. In the event of any suit against any Indemnitee under this Section 14, the Indemnitor shall appear and defend such suit provided that the Indemnitor is notified in a timely manner of the suit. The Indemnitee shall have the right to approve counsel chosen by the Indemnitor to litigate such suit which approval shall not be unreasonably withheld. In the event a dispute exists over whether a Party is entitled to indemnification, each Party shall defend itself until the dispute is resolved. Upon resolution of the indemnification dispute, the prevailing Party shall be entitled to indemnification for its defense costs incurred prior to resolution.

14.3 Insurance. The indemnification obligation hereunder shall arise only in excess of any available and collectible insurance proceeds and the Party indemnifying the other Party shall be liable hereunder to pay only its share of the amount of Damages, if any, that exceeds the total amount that all insurance has paid for the Damages, plus the total amount of all deductible and self-insured expenses paid under all insurance policies.

15. **BINDING EFFECT, ASSIGNMENT**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns provided that the rights, obligations and duties of each Party as specified in this Agreement may not be transferred, assigned or otherwise vested in any other entity or person without the prior written approval of the other Party, which approval shall not be unreasonably withheld. For the purposes of this Section, a “successor” shall include but not be limited to any one acquiring all or

any material part of the assets of City or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, installment sale contract, leasehold interest, lease-option contract, or by sale assignment, or transfer of any beneficial interest in or to any material part of the assets of City, or by any other method of conveyance. In such event, City shall ensure that any such successor shall assume all of City's obligations under this Agreement with the consent of WM as provided herein. Notwithstanding the foregoing, WM may assign or transfer its rights and obligations hereunder to an affiliate of WM or a subsidiary of WM's parent company without seeking or obtaining the approval of City.

16. NOTICES. All notices required under this Agreement shall be personally delivered or mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight carrier, or confirmed facsimile to the Parties' addresses on the signature page hereto, or to such other address as either Party shall specify by written notice so given. Any notice sent by mail in the manner set forth above shall be deemed given and received three (3) business days after the date deposited in the United States mail. Any notice or communication given by personal delivery or sent by overnight carrier or confirmed facsimile in the manner set forth above shall be deemed given upon receipt.

17. INDEPENDENT CONTRACTOR. Each Party hereto is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other Party.

18. NON-WAIVER. The failure of either Party to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

19. ENTIRE AGREEMENT; AMENDMENT. The Recitals are incorporated into and form a part of this Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by a writing signed by both Parties hereto.

20. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed to be severed from this Agreement and shall not affect the remainder hereof, which shall remain in full force and effect; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed by law, to the intent and meaning of the severed provision.

21. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington regardless of any conflict of law provisions.

[Signatures on following page]

BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF THE PARTY SET FORTH.

Waste Management of Washington, Inc.

City of Sedro-Woolley

By: \_\_\_\_\_  
Jason Rose, President

By: \_\_\_\_\_  
Mike Anderson, Mayor

Address for Notice:

720 4<sup>th</sup> Avenue, Suite 400  
Kirkland, WA 98033  
Attn. Legal Department

ATTEST:

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

APPROVED AS TO FORM:

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

Address for Notice:

325 Metcalf Street  
Sedro-Woolley, WA 98284  
\_\_\_\_\_

**EXHIBIT A  
SPECIFICATIONS**

**RECYCLABLES** shall be loose, not bagged, and includes the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastic containers with symbols #3, #4, #5, #6, #7 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

Recyclables may be added or deleted upon mutual consent of the Parties.

**RECYCLABLES do not include the following:**

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

## **EXHIBIT B COMPOSITION AUDITS**

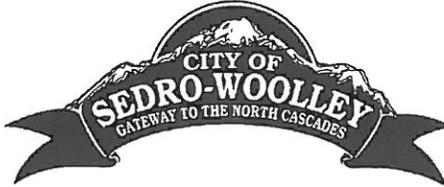
“Composition Audits” of Recyclables will determine the percentage of each category of material found in the materials delivered by or on behalf of City. The protocol for conducting audits will consist of the following standards:

- a) WM will weigh each receptacle before the Composition Audit begins to establish an accurate tare weight for each receptacle before weighing each component sample. City’s drivers will be instructed by WM’s scale clerk and traffic controllers where to empty loads of Recyclables. After the vehicle empties the entire load onto the tip floor, a random sample will be selected from the pile, from which a minimum two-hundred (200) pound (approximately 3 cubic yards), random sample will be removed. Ten (10), two-hundred (200) pound, random samples of Recyclables (from different routes, different times of day, and different days of the week) will be segregated, sorted, and weighed (each, an “audit”). The samples will then be transported to the sorting area and hand sorted. Components will be sorted into bins and/or carts based on the material type and size, and each material will be weighed to the nearest tenth of a pound. After all samples have been collected, weighed, and recorded, composition and quantity estimates of the Recyclables are calculated and recorded. The results of the audits of such samples shall be averaged and used to calculate the inbound composition of the Recyclables.
- b) WM will notify City in advance of all prospective Composition Audit dates and times at least one (1) week prior to undertaking a Composition Audit. City may have a representative present at the Composition Audit.

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2015

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



CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

Mark A. Freiberger, PE  
Director of Public Works

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**Memorandum**

Date: August 4, 2015 (for Council review August 12, 2015)  
To: Mayor Anderson and City Council Members  
From: Mark A. Freiberger, PE, Director of Public Works  
Subject: **Transportation Grant Approval and Match Requirements – 2015 TIB Applications**

**ISSUE:**

Should council authorize staff to apply for or commit to the following grants, along with commitment of the suggested Account 104 funding noted below as local match?

1. **2015 TIB Urban Arterial Program** due August 21, 2015. Administered by TIB, \$9.1 million available for 2016 projects in the Northwest Region. Project Name: Jameson Arterial Extension to SR9. Preliminary estimate \$2,248,000. Match requirements 10% minimum.
2. **2015 TIB Urban Sidewalk Program** due August 21, 2015. Administered by TIB, \$2.21 million available for 2016 projects in the Puget Sound Region. Project Name: Ferry Street, SR20 to Rita and Jameson Street, Tennis Courts to 3<sup>rd</sup> Street. Preliminary estimate \$125,000. Match requirements 20% minimum.
3. **2015 TIB Arterial Preservation Program** due August 21, 2015. Administered by TIB, \$14 million available for 2016 projects statewide. Project Name: Ferry Street, SR20 to Metcalf and Township, SR20 to Waldron. Preliminary estimate \$355,000. Match requirements 10% minimum.

**BACKGROUND/DISCUSSION:** City staff continues to search for grant opportunities that fit City projects and needs. This memo details three opportunities involving three potential projects that could improve infrastructure and quality of life in Sedro-Woolley. Each project is described below in greater detail.

1. **Jameson Arterial Extension to SR9.** This project is in final design. The project will add a new roundabout intersection to directly connect Jameson Street and Rhodes Road to SR9, replacing the existing stop controlled intersection at SR9/West Nelson/Rhodes Road. This project has been under development since 2008. The owner of the former Weyerhaeuser Lumber Mill site is committed to donate the right of way for the roadway across that property. If funded, the project will construct in 2016. The preliminary estimate for the construction phase cost is \$2,248,000. Match funding is available from a \$700,000 federal STPUS grant through the Skagit Council of Governments. The RW donation, valued at \$450,000, also counts as local match. Additional local match from city sources is presently estimated at \$0. The proposed source for local funds if needed would be a combination of GMA Impact Fees, Account 104 Unrestricted, or TBD funds.
2. **Ferry Street, SR20 to Rita and Jameson Street, Tennis Courts to 3<sup>rd</sup> Street Sidewalk Project.** This project will add a 6' sidewalk on the south side of Ferry Street from SR20 to match existing sidewalks east of Rita Street, and will add a 10' shared use path on Jameson Street to extend the improvements under the Jameson Arterial Extension to SR9 project to 3<sup>rd</sup> Street. The preliminary estimated project cost, including design, construction and construction engineering is \$125,000. The local match requirement is 20%, or \$25,000. The proposed source for local funds if needed would be a combination of GMA Impact Fees, Account 104 Unrestricted, or TBD funds.

3. **Ferry Street, SR20 to Metcalf and Township, SR20 to Waldron.** This project will provide a 2 inch hot mix asphalt overlay for Ferry Street from SR20 to Metcalf Street, and on Township Street from SR20 south to Waldron. The work includes grinding the existing asphalt surface at the curb lines, and replacement of pavement markings. The Ferry Street intersection will be reconfigured to remove the existing right turn lane south and east of the BNSF Railroad crossing. The preliminary estimated cost of the project is \$355,000. The local match requirement is 10%, or \$35,500. The proposed source for local funds if needed would be a combination of GMA Impact Fees, Account 104 Unrestricted, or TBD funds.

**ANALYSIS:**

Following is an estimate of funds available and project match requirements for the above projects:

<b>FUNDS AVAILABLE FOR LOCAL MATCH</b>	<b>BALANCE</b>	
GMA Impact Fee Fund balance at 6/30/2015	\$ 21,700	
Account 020 Salaries for Jameson	\$ 35,000	
Account 104 Unrestricted Fund balance at 6/30/2015	\$ 52,541	
Transportation Benefit District funds	\$ 0	
Account 103 Repair/Maintenance Sidewalks (REET)	\$ 25,000	
Account 113 Paths & Trails Fund	\$ 40,360	
Account 425 Salaries for Cascade Trail projects	\$ 20,000	
Account 426 Stormwater Reserve	\$146,000	
<b>TOTAL FUNDING</b>		<b>\$341,090</b>

<b>Previously committed projects:</b>	<b>EST COST</b>
SR20/Cascade Trail West Ext Phase 1A PE	\$ 5,400
SR20/Cascade Trail West Ext Phase 1A CN Phase – Acct 104	\$ 41,850
SR20/Cascade Trail West Ext Phase 1A CN Phase – Acct 425	\$223,000
SR20/Cascade Trail West Ext Phase 1B PE	\$ 3,375
Jameson Arterial Extension to SR9 PE Phase	\$ 35,116
Jameson Arterial Extension to SR9 RW Phase	\$ 6,750
SR20/SR9N-Township Intersection Improvements PE Phase	\$ 16,200

<b>Current Grant Applications:</b>	
Jameson Arterial Extension to SR9 Project CN Phase	\$ 0
Ferry Street/Jameson Street Sidewalk Project PE/CN	\$ 25,000
Ferry Street/Township Street Overlay Project	\$ 35,500
<b>TOTAL ESTIMATE LOCAL MATCH</b>	<b>\$388,141</b>

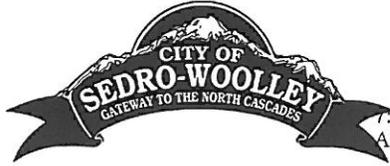
<b>DIFFERENCE</b>	<b>\$ 47,051</b>
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The figures noted above for the 2015 Grant Applications are preliminary and subject to change, as the grant applications are not yet complete. Final figures will be reported at a future council meeting.

We do not anticipate that all the projects will be funded in 2016. We do expect that additional funds will accumulate in the GMA Impact Fee fund prior to the start of construction in 2016. At the present pace of building in the city, this could be up to \$40,000. Transportation Benefit District (TBD) fund deposits are estimated at \$173,400 per year; and will start accumulating as of 7/1/2015. Other potential sources of funds are the PUD Water Utility Tax, and the Real Estate Excise Tax, with \$130,000 budgeted for 2015.

**MOTION:**

*Move to authorize staff to apply for the grants identified in this memo and to commit the local match dollars identified in this memo.*



CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2015

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 8

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

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**MEMO:**

**To:** City Council  
Mayor Anderson

**2<sup>ND</sup> READING  
OLD BUSINESS**

**From:** John Coleman

**Date:** August 12, 2015

**Subject:** Proposed Amendments to the Sedro-Woolley Municipal Code, Chapter 16.28  
Binding Site Plan – **2<sup>nd</sup> Read**

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**ISSUE**

Proposed are amendments to the Sedro-Woolley Municipal Code (SWMC) Chapter 16.28 (Binding Site Plan) which will result in consistency with Chapter 2.90 (Consolidated Planning Procedures).

**PROJECT DESCRIPTION / HISTORY**

Staff is continuously looking for ways to improve our municipal code. As staff applies our current code to projects, discrepancies are found and better ways to apply the code are discussed and eventually brought forward to the Planning Commission and City Council.

The City is currently working together with the Port of Skagit, Skagit County and a team of consultants to develop plans, procedures and processes to facilitate the redevelopment of the Northern State Property that is under the current ownership of the State of Washington and managed by the Department of Enterprise Services. The plans and uses envisioned for the site include research & development facilities, manufacturing, hospitality and general commercial uses.

In order to support future redevelopment activities, several of the City's development regulations require updating. The Binding Site Plan code establishes an alternative process to subdividing and short platting. Binding site plan legislation was originally established (RCW 58.17.040) to provide a more streamlined and flexible method for commercial/industrial properties to be sold and leased. The City's existing code reflects state law and outlines a process for review and approval. The binding site plan tool will likely be utilized in the redevelopment and reuse of the Northern State Campus.

Chapter 16.28 outlines a process for review that is inconsistent with the City's Consolidated Planning Procedures (Chapter 2.90) which provides the processes for all land use permits and actions. Chapter 2.90 is the most current of the ordinances and would therefore prevail as the code that will govern processing of a binding site plan.

To avoid confusion when administering the City's codes, it is recommended that Chapter 16.28 be amended so that it is consistent with Chapter 2.90. Currently, under Chapter 16.28 review of binding site plans is a Type III permit (Hearing Examiner review). Chapter 2.90 lists binding site plan review as a Type II (Administrative review).

Staff recommends amending the Municipal Code as proposed.

**ATTACHMENTS**

Attachment 1 – Proposed Ordinance No. \_\_\_\_\_ regarding amendments to Chapter 16.28 SWMC

Attachment 2 – Planning Commission Findings and Recommendation

**REQUESTED ACTION**

Council is requested to make a motion on the following ordinance:

Motion to approve Ordinance No. \_\_\_\_\_ approving amendments to Chapter 16.28 SWMC

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
RELATING TO AMENDMENTS TO CHAPTER 16.28 SWMC BINDING SITE PLANS.**

**WHEREAS** the requisite public hearing before the Planning Commission on June 16, 2015 were preceded with appropriate notice published on June 5, 2015; and

**WHEREAS**, the City is currently working together with the Port of Skagit, Skagit County and a team of consultants to develop plans, procedures and processes to facilitate the redevelopment of the Northern State Property that is under the current ownership of the State of Washington and managed by the Department of Enterprise Services. The plans and uses envisioned for the site include research & development facilities, manufacturing, hospitality and general commercial uses; and

**WHEREAS**, in order to support future redevelopment activities, several of the City codes will be reviewed and updates will be proposed as needed; and

**WHEREAS**, binding site plan legislation was established (RCW 58.17.040) to provide a more streamlined and flexible method for commercial/industrial properties to be sold and leased. The City's existing code reflects state law and outlines a process for review and approval. The binding site plan tool will likely be utilized in the redevelopment and reuse of the Northern State Campus; and

**WHEREAS**, Chapter 16.28 outlines a process for review that is inconsistent with the City's Consolidated Planning Procedures (Chapter 2.90) which provides the processes for all land use permits and actions. To avoid confusion when administering the City's codes, it is recommended that Chapter 16.28 be amended so that it is consistent with Chapter 2.90. Currently, under Chapter 16.28 review of binding site plans is a Type III permit (Hearing Examiner review). Chapter 2.90 lists binding site plan review as a Type II (Administrative review); and

**WHEREAS**, The City utilized the State Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property for evaluating constitutional issues, in conjunction with and to inform its review of the Ordinance. The City has utilized the process, a process protected under Attorney-Client privilege pursuant to law including RCW 36.70A.370(4), with the City Attorney's Office which has reviewed the Advisory Memorandum has discussed this Memorandum, including the "warning signals" identified in the Memorandum, with decisions makers, and conducted an evaluation of all constitutional provisions potentially at issue and advised of the genuine legal risks, if any, with the adoption of this Ordinance to assure that the proposed regulatory or administrative actions did not result in an unconstitutional taking of private property, consistent with RCW 36.70A.370(2).

**NOW, THEREFORE, THE CITY COUNCIL OF SEDRO-WOOLLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City council adopts and incorporates the foregoing recitals as findings as if set forth fully herein.

**SECTION 2.** The City Council makes the following findings:

- A. The proposed ordinance is procedural.
- B. The proposed amendments will correct the conflict between Chapter 2.90 and Chapter 16.28.
- C. The proposed amendments will support future redevelopment at the Northern State Campus.
- D. Pursuant to Washington Administrative Code (WAC) 197-11-800(19), the proposed ordinance is categorically exempt from review under the State Environmental Policy Act (SEPA).
- E. The proposed ordinance is in the best interest of City of Sedro-Woolley citizens and promotes the health, safety and welfare of the citizens of the City of Sedro-Woolley.
- F. The proposed ordinance has been disseminated and opportunities have been provided for written comments and public hearing after effective notice.

**SECTION 3.** That Chapter 16.28 of the Sedro-Woolley Municipal Code is hereby amended as follows:

**EXHIBIT A.**

**SECTION 4. Severability.** If any section, subsection, sentence, clause, chapter, provision, or phrase of this ordinance or its application to any person or circumstance is found to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of the ordinance, chapter, or the application or the provisions to other persons or circumstances.

**SECTION 5. Effective Date.** This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MIKE ANDERSON, Mayor

\_\_\_\_\_  
PATSY NELSON, Finance Director

Approved as to form:

\_\_\_\_\_  
ERON BERG, City Attorney

## Chapter 16.28 BINDING SITE PLAN

Sections:

- 16.28.010 General provisions.
- 16.28.020 Review procedures—Preliminary binding site plan.
- 16.28.030 Improvements and security—Methods and procedure.
- 16.28.040 Final review—Recording—Revisions.
- 16.28.050 Criteria/development standards.
- 16.28.060 Application requirements.

### 16.28.010 General provisions.

A. Purpose and Applicability. The purpose of this chapter is to establish an alternative process to subdividing and short subdividing of land. Any person, or entity, who seeks to divide commercial, **industrial, or industrial public** zoned property as provided in RCW 58.17.040(4); divide property for lease as provided in RCW 58.17.040(5) for an approved mobile home park, whether currently constructed or not constructed; and divide property as provided in Section 58.17.040(7), whether currently constructed or not constructed, may apply for a binding site plan division under the provisions of this chapter in lieu of the provisions for subdivisions.

B. Compliance Required.

1. All development must be in compliance with the recorded final binding site plan. All provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the purchaser or any other person acquiring a lease or other ownership interest of any lot, parcel or tract created pursuant to the binding site plan.
2. No person shall sell, lease, or transfer the ownership of or offer for sale, lease or transfer of ownership any real property that is subject to this chapter without full compliance with the provisions of this chapter and Chapter 58.17 RCW except that, following preliminary binding site plan approval, performance of such offer or agreement may be permitted provided that such offer or agreement is expressly conditioned on the recording of the final binding site plan, and compliance with all conditions thereto. (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

### **16.28.020 Review procedures—Preliminary binding site plan.**

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The general binding site plan (preliminary binding site plan) shall be processed as a **Type III** Land Use permit under Chapter 2.90. The approval for improvements and finalization of specific individual lots (final binding site plan) shall be done by administrative approval as a Type I(B) land use permit under Chapter 2.90. (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

### **16.28.030 Improvements and security—Methods and procedure.**

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If the preliminary binding site plan is approved, the city may establish a method providing for and securing to the city the actual construction and installation of required improvements in accordance with the provisions of this chapter as follows:

- A. By requiring that all required improvements be installed and constructed prior to issuance of building permits for structures or sale or lease of lots within the development;
- B. By accepting a condition that no certificate of occupancy shall be issued for any structure within a binding site plan until improvements have been constructed or other security is provided pursuant to subsections (C) through (F) of this section. Any such condition shall be inscribed on the face of the original final binding site plan filed and of record pursuant to Section [16.28.060\(B\)\(7\)](#);
- C. By furnishing the city with a performance bond satisfactory to the city attorney, in which guarantee is given the city that the installation of the required improvements will be carried out within one year;
- D. By a cash deposit with the city or suitable escrow;
- E. By a combination of these methods; or
- F. By such other reasonable guarantee acceptable to the city attorney. (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

### **16.28.040 Final review—Recording—Revisions.**

---

A. Final Binding Site Plan Review. After approval of the preliminary binding site plan, and within the time limits set forth in SWMC 2.90, the applicant shall submit a final binding site plan and supplementary materials as required under Section [16.28.060\(B\)](#). The planning director, building official and city engineer, in consultation with appropriate city staff, shall:

1. Inspect the detail and computation of the final binding site plan for compliance with the specifications and standards of this chapter;
2. Inspect the final binding site for compliance with the preliminary binding site plan approved by the city and the conditions made a part of that approval;
3. Determine either that all required improvements have been installed in accordance with these regulations or that certain improvements may properly be deferred as per Section [16.28.030](#);
4. The mayor, planning director, building official, and city engineer shall signify approval by signing the original mylar copy of the final plan.

B. Filing and Recording Final Binding Site Plan. The applicant shall file the original mylar drawing of the final binding site, satisfying the provisions of Section [16.28.060\(B\)](#) for recording as a short or long plat with the Skagit County Auditor, with copies to the county assessor, treasurer, and public works office. One reproducible full copy on mylar or sepia material shall be furnished to the city planning department.

C. Expiration. Any final binding site plan not filed for recording within sixty days after the city approval shall be null and void. To be reactivated, the binding site plan must be resubmitted as a new preliminary binding site plan.

D. Binding Site Plan Revisions. Alteration of a preliminary or final binding site plan shall be accomplished by application and shall be subject to all procedures and requirements established in this chapter, except that minor modifications may be allowed as provided for under subdivisions (1) through (4) of this subsection, below:

1. The final building site plan shall conform to the preliminary binding site plan approved by the city, and to any conditions that may have been part of the approval, except as provided under subdivision (2) of this subsection.
2. Minor modifications to the approved preliminary plan, or approved final binding site plan, may be allowed if the city planning director, engineer, attorney, and other affected city departments or utility companies, and the mayor determine such modifications are necessary because of unforeseen technical problems and such modifications comply with the spirit and intent of the preliminary approval and will not be detrimental to the public health, safety or

welfare or injurious to other properties in the area. Examples of minor modifications are, but are not limited to:

- a. Modification of lot lines which do not violate any development codes or regulations of the city or this chapter;
  - b. Reconfiguration of parking lots or landscape areas that are approved by the city planning director;
  - c. Relocation of fire lands, hydrants or water lines that would conform to city regulations and are approved by the fire chief;
  - d. Relocation of utilities that would conform to city regulations as approved by the city engineer;
  - e. Modification of building configurations that do not significantly increase the floor area, reduce required parking ratios, reduce landscaped area, or violate any city regulations.
3. A minor modification to the preliminary binding site plan, approved under subdivision (2) of this subsection shall be reflected in the final binding site plan.
  4. A minor modification to the final recorded binding site plan, approved under subdivision (2) of this subsection, shall be noted by a written statement, and illustrated, on the appropriate maps and mylars, signed by the planning director, city engineer, city attorney, the head of any affected city department, and mayor, and recorded in the county auditor's office as an amendment to the original recorded binding site plan, with copies to the county assessor, treasurer and public works departments. A reproducible copy of the amendment shall be provided to the city planning department. (Ord. 1487-04 § 7 (part), 2004: Ord. 1450-03 § 2 (part), 2003)

**16.28.050 Criteria/development standards.**

---

A. Factors to be Considered in the Preliminary Binding Site Plan Review. The approving authority's decision may be to grant or deny an application or to require of the applicant such conditions, modifications and restrictions as are found necessary to insure that the development:

1. Is consistent with the projected environmental impacts, or lack of impacts, as described by the applicant in the environmental assessment documents, and complies with all mitigation

measures and conditions of a determination of nonsignificance issued for the proposed binding site plan;

2. Conforms to the following codes, programs and policies:

- a. The comprehensive plan and zoning code, Title 17 of this code,
- b. The design and development standards and requirements of this title and Chapter 15.40 of this code,
- c. The city's six-year transportation and improvement plan,
- d. The city's storm drainage and sewer service plans and policies,
- e. The compatibility of the binding site plan with existing adjacent developments, or potential developments if the adjacent land is zoned for residential use,
- f. Other plans and programs as the city may adopt.

3. Includes appropriate provisions for the public health, safety and general welfare; open space; storm drainage; streets or roads; alleys; sidewalks and trails; transit stops; and other public ways; open space; potable water supplies; fire protection; and sanitary and solid waste disposal.

B. Design and Development Standards.

1. Streets—Realignment, Dedication or Widening. If the city concludes that the street right-of-way adjacent to a proposed binding site plan is inadequate for widening and/or realignment of the existing street, as determined by the comprehensive plan, traffic impact study, or the public works construction standards, then the city may require a dedication of necessary right-of-way and improvement of that right-of-way and provision of attendant traffic control devices.

2. Natural Features. The design of the project shall minimize disturbance to natural drainage and wetlands, and shall preserve as much as practical existing significant trees and the natural grades around such trees.

3. Grading/Erosion Control. Before any site modification where existing natural features, including topsoil, would be removed or disturbed, a grading and erosion control plan showing

the extent of the proposed modification must be submitted to and approved by the city. Debris, junk, rubbish, or other waste materials of any kind shall not be buried in any land or deposited in any surface water.

4. Existing Structures. All existing structures and uses shall comply with the standards of the city codes and zoning requirements.

5. Floodplain. The proposed development shall comply with the Sedro-Woolley Floodplain Ordinance codified under Chapter 17.66 of this code.

6. Landscaping. All developments shall provide landscaping to satisfy the landscaping ordinance, and the following objectives, as determined by the planning director: to provide an attractive appearance; to soften the impact of and break up parking areas; to reduce the amount of impermeable surface and improve drainage; to provide a streetscape along roadways; to buffer uses from adjacent residential properties; to screen loading and outdoor storage areas; to provide an attractive environment in which to work or shop; and to establish and maintain property values within the business, commercial and industrial areas of the city. Plans shall include irrigation, and provide for maintenance of the landscaped areas.

7. Parking. The number of parking stalls provided for each use within the binding site plan shall comply with the requirements of the zoning ordinance. In most cases, cross-easement between lots, or common use tracts, shall be required for parking and parking area circulation roads.

8. Loading. Loading areas shall be provided and outdoor storage areas shall be fully screened.

9. Lot Configuration. Lot arrangement shall provide for suitable building sites. Lots in a binding site plan must also meet the lot dimensional and road frontage requirements of the underlying zoning district, mobile home park ordinance, or subdivision ordinance.

10. Setbacks. Around the outer perimeter of the planned development, setbacks for structures shall comply with the provisions of the zoning district, except that no structure shall be less than ten feet from a perimeter line. Setbacks from other lines within the building site plan need not satisfy the zoning district requirements, provided that construction meets building and fire codes.

11. Fire Hydrants. Hydrants shall be installed as required by the city fire chief. Water pressure and flow shall be adequate to provide for fire protection to all areas of the site.

12. Access. Ingress and egress shall be approved by the planning director and city engineer. The site design shall provide for joint access easements and lot configurations which will reduce the number of ingress/egress points from existing city, county or state roads; provided, however, that adequate access for emergency services is included.

13. Pipe Utilities. All storm drainage improvements, sanitary sewer improvements, and water improvements, and associated easements, shall be approved by the city engineer and sewer plant manager and PUD. Easements and cross-easements for utilities shall be provided as necessary. Provision for utility line extension beyond the boundary of the project may be required, along with any necessary easements for maintenance, or dedications.

14. Wire Utilities. All projects shall have all power lines, telephone wires, television cables, fire alarm systems and other communication wires, cables or lines placed underground. All such underground installations or systems shall be approved by the appropriate utility company. If the appropriate utility company determines that an underground system, as required above, cannot reasonably be installed according to accepted engineering practices, this requirement may be waived upon receipt of a written notice from such utility to the planning director. Utility easements shall be provided within a proposed binding site plan and shall be approved by the appropriate utility company before final acceptance of the binding site plan, and shall be shown in their exact location on the final drawing of such plan.

15. Covenants and Restrictions. All development within a binding site plan shall be governed by covenants and restrictions, reviewed and approved by the city planning director and attorney prior to final approval. At a minimum, the covenants and restrictions shall: specify standards for construction and design; control operational standards and impacts of various uses; specify maintenance and easement of responsibilities and obligations; and provide a mechanism for enforcement of the covenants and restrictions. These covenants and restrictions shall be recorded and referenced on the face of the final binding site plan, and attached as a permanent deed restriction to each lot within the binding site area. (Ord. 1520-05 § 3, 2005: Ord. 1487-04 § 7 (part), 2004: Ord. 1450-03 § 2 (part), 2003)

**16.28.060 Application requirements.**

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A. Preliminary Binding Site Plan Application Requirements. The applicant shall submit the following materials to the city, which shall comprise a complete application:

1. Completed application form provided by the city;
2. Environmental impact assessment information;
3. Payment of required fees for binding site plan application:
  - a. Environmental review: as set by the Sedro-Woolley city council,
  - b. SEPA checklist review: as most recently adopted by the city council,
  - c. EIS review: as most recently adopted by the city council.
4. Names and addresses of all owners of property located within five hundred feet of the proposed binding site plan property, and any other contiguous property owned by the applicant, exclusive of rights-of-way;
5. Twelve paper copies of the binding site plan map(s), which shall be prepared by a registered land surveyor of the state of Washington, on a map or maps eighteen inches by twenty-four inches with the following information:
  - a. The name of the binding site plan,
  - b. The names and addresses of the owners of the property, and the developer(s) of the planned development,
  - c. The existing zoning classification of the subject land and all adjacent properties, including those properties across streets,
  - d. The legal description of the boundaries of the land and actual dimensions of the tract to be divided,
  - e. A vicinity map showing the boundary of the land in relation to the section(s) in which it is located. This information shall be drawn as an insert at a convenient scale,

- f. The Date, Scale, and North Arrow. The desired scale shall be one inch equals one hundred feet, but no more than one inch equals four hundred feet, unless otherwise approved by the planning director,
- g. Existing conditions, including the location, width, and names of all existing or platted streets or other public ways or easements within or adjacent to the proposed development, and all other features such as existing buildings, utilities, watercourses, significant trees or other natural features, power lines, and section lines,
- h. Proposed finished contours, at two foot intervals, along with benchmarks of existing ground elevation, which shall be referenced to mean sea level datum,
- i. The number and dimensions of all lots including bearings of all lines,
- j. The layout of the site, or portion(s) thereof, including lot design, building "footprints," street and pedestrian circulation, location of landscape areas and islands, and private and public road right-of-way widths. Street and pedestrian layout shall identify location and width of vehicular and pedestrian ways and indicate the status of ownership and method of maintenance,
- k. All adjacent areas or lots outside of the binding site plan area which are reserved for future development and which are under the ownership of the applicant,
- l. Building setback lines, proposed loading and storage areas,
- m. Off-street parking layout and traffic circulation plan,
- n. A preliminary layout of all proposed underground utility services, including proposed easements, and the names of utility companies which will serve the site,
- o. Name of water district, and a preliminary layout of proposed water service and fire hydrants, including pipe dimensions and type and estimated fire flow, and any proposed easements,
- p. Proposed road and traffic improvements to existing or proposed city, county or state roads, including any traffic signal installation or relocation, or proposed right-of-way dedications.

- q. Open space areas, and all parcels or tracts being dedicated or reserved as parks, playgrounds, streets, alleys, easements or other public and semi-public uses, if any;
6. A floodplain development permit application, if applicable;
7. A grading, fill, preload, and erosion control plan, if applicable;
8. Letters from affected utility districts and companies indicating whether or not they are able to serve the proposed development, including any major improvements that may be required of the developer;
9. A preliminary conceptual landscape plan, identifying areas to be landscaped, general types of plant material to be used, areas to be buffered or screened with landscaping, proposed berming and contouring. These plans shall address the objectives stated under Section [16.28.050\(B\)\(5\)](#);
10. Preliminary storm drainage plans, including location of catch basins, drain pipes (and sizes) oil/water separators, and grades of proposed roads, sidewalks, parking and loading areas, and detention or retention areas. Preliminary drainage calculations shall be included with these plans;
11. A master plan and schedule of construction and proposed phasing of improvements if applicant intends to develop site in phases.
12. Draft covenants and restrictions for the development addressing the requirements under Section [16.28.050\(B\)\(14\)](#).

B. Final Binding Site Plan Submittal Requirements. The final binding site plan submittal shall include:

1. The original mylar drawing(s), one reproducible copy, and twelve paper copies of eighteen inch by twenty-four inch map(s) of the final binding site plan, prepared by a registered land surveyor of the state of Washington, showing the same information as required for the preliminary binding site plan under subsection (A) of this section, above, modified to include:
  - a. All changes made pursuant to the conditions of preliminary binding site plan review and approval,
  - b. A complete survey map with the following information:

- i. The lines and names of all streets or other public ways, parks, playgrounds, and all easements to be dedicated for public use, or for access, or for utilities within the binding site plan,
- ii. Formal, irrevocable offers of dedication to the public, or appropriate utility agency, of all of the above-described rights-of-way or easements, and space for appropriate acknowledgements, endorsements and certifications.
- iii. Identification of all parcels or tracts to be reserved in the deeds for common use of property owners within the binding site plan area,
- iv. Reference to covenants and restrictions recorded with the final binding site plan, and attached to the deeds of all lots within the development,
- v. The lines and names of all existing or platted streets or other public ways, parks, playgrounds, and easements adjacent to the final binding site plan, including municipal boundaries, township and range lines, and section lines,
- vi. The lengths and bearings of all straight lines, curb radii, arcs and semi-tangents of all curves,
- vii. All dimensions along the lines of each lot, with the bearings plus any other data necessary to the location of any lot lines or corners in the field,
- viii. Suitable primary control points, or descriptions and ties to such control point, to which all dimensions, angles, bearings and similar data given to the plat shall be referred,
- ix. The name of all subdivisions immediately adjacent thereof,
- x. The date, north point, and scale,
- xi. The boundary of the tract, with courses and distances marked thereon, as determined by a field survey made by a registered land surveyor of the state of Washington,
- xii. A certificate from the county treasurer indicating that all taxes on said property included in the binding site plan or dedication have been paid,

xiii. A certificate from the city treasurer indicating that all assessments on the subject have been paid,

xiv. Signature blocks for approval by the planning director, city engineer, city building official, and the mayor, and date thereof, when the development complies with all conditions;

2. A declaration by a registered land surveyor shall be placed on the above binding site plan map and shall declare that the boundaries of the land have been surveyed and monumented and that all distances and bearings on the binding site plan are accurate, and the survey is retraceable based on the subdivision of the section(s). The minimum standard of work shall be as set forth in the most recently adopted Washington Administrative Code establishing land surveying standards;

3. A copy of final covenants and restrictions, and descriptions of common use tracts or easements, to be attached to the deeds of all lots within the development;

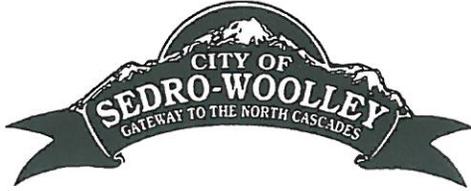
4. Final approved landscape, irrigation and maintenance plans;

5. Final approved storm drainage and grading plans;

6. Compliance with the requirements of the utility departments and companies as evidenced by letters of approval from same.

7. If required improvements have not been completed, a preoccupancy condition, performance bond, cash security, or other security shall be provided as per Section [16.28.030](#), and such condition shall be stated on the final binding site plan map.

8. A notarized certificate signed by the contract purchaser or owner of record stating that the decision to finalize the binding site plan is their free act and deed, and that: "A binding site plan number and date of approval shall be included in all deeds and contracts." (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)



**CITY OF SEDRO-WOOLLEY**  
**PLANNING DEPARTMENT**  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

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## TRANSMITTAL & REPORT MEMORANDUM

DATE: June 16, 2015

TO: Sedro-Woolley Planning Commission

REGARDING Proposed Amendments to Chapter 16.28 (Binding Site Plan ) of the Sedro-Woolley Municipal Code

FROM:   
John Coleman, Planning Director

The following amendments are proposed and submitted by the Planning Department. This report serves as the staff report for the proposed amendments and was submitted in accordance with Chapter 2.90 of the SWMC.

### FINDINGS OF FACT

#### PROPOSAL

Proposed are amendments to the Sedro-Woolley Municipal Code (SWMC) Chapter 16.28 (Binding Site Plan) which will result in consistency with Chapter 2.90 (Consolidated Planning Procedures).

Please see the attached code labeled as **Exhibit A**, formatted in a tracking program, so that the proposed changes to the code are easily identifiable.

#### BACKGROUND

Staff is continuously looking for ways to improve our municipal code. As staff applies our current code to projects, discrepancies are found and better ways to apply the code are discussed and eventually brought forward to the Planning Commission and City Council.

The City is currently working together with the Port of Skagit, Skagit County and a team of consultants to develop plans, procedures and processes to facilitate the redevelopment of

the Northern State Property that is under the current ownership of the State of Washington and managed by the Department of Enterprise Services. The plans and uses envisioned for the site include research & development facilities, manufacturing, hospitality and general commercial uses.

In order to support future redevelopment activities, several of the City's development regulations require updating. The Binding Site Plan code establishes an alternative process to subdividing and short platting. Binding site plan legislation was originally established (RCW 58.17.040) to provide a more streamlined and flexible method for commercial/industrial properties to be sold and leased. The City's existing code reflects state law and outlines a process for review and approval. The binding site plan tool will likely be utilized in the redevelopment and reuse of the Northern State Campus.

Chapter 16.28 outlines a process for review that is inconsistent with the City's Consolidated Planning Procedures (Chapter 2.90) which provides the processes for all land use permits and actions. Chapter 2.90 is the most current of the ordinances and would therefore prevail as the code that will govern processing of a binding site plan.

To avoid confusion when administering the City's codes, it is recommended that Chapter 16.28 be amended so that it is consistent with Chapter 2.90. Currently, under Chapter 16.28 review of binding site plans is a Type III permit (Hearing Examiner review). Chapter 2.90 lists binding site plan review as a Type II (Administrative review).

Staff recommends amending the Municipal Code as proposed.

#### **PROPOSAL REVIEW PROCESS**

- A SEPA threshold Determination of Non-Significance was not required for the procedural amendments.
- Public Notice of the Planning Commission Hearing was published on June 5, 2015.
- The State Department of Commerce (COMM) was notified of the proposed amendments on June 3, 2015, an acknowledgment letter of the receipt of that notice was received June 3, 2015 (COMM material ID #21320). Expedited review of the proposed amendments was granted via email on JUNE 18, 2015.

#### **RECOMMENDATION**

Staff Recommends that the Planning Commission review the proposed amendments to Chapter 16.28 (Binding Site Plan), hold a public hearing and make a recommendation to the City Council to adopt the amendments (with PC recommended amendments if applicable).

NOTICE OF HEARING PUBLISHED IN THE SKAGIT VALLEY HERALD: June 5, 2015

EXHIBITS:

- A. Chapter 16.28 Proposed Code Amendments Formatted in Tracking Program
- B. Procedural Items: Notice of Public Hearing, and Commerce materials

CONCLUSIONS

The Planning Commission, having reviewed the Planning Department Transmittal and Report Memorandum and hearing public testimony, makes the following conclusions:

- 1. Adoption of the proposed amendments to Chapter 16.28 of the SWMC comply with the State GMA, have been approved by the State Department of Commerce, and have been adequately vetted through the public review process; and

DECISION

Based upon the foregoing, the Planning Commission recommends approval of amendments to Chapter 16.28 of the SWMC, found herein as Exhibits A.

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of amendments to Chapter 16.28 SWMC to correct an inconsistency with Chapter 2.90, at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, June 16, 2015**, at which time a quorum was present and the decision was for approval by a vote of 5 FOR, 0 AGAINST, and 0 ABSTENTIONS.

ERIC JOHNSON PRO-TEM  Date 6/16/15  
FOR Patrick Huggins, Planning Commission Chair

## Chapter 16.28 BINDING SITE PLAN

Sections:

- 16.28.010 General provisions.
- 16.28.020 Review procedures—Preliminary binding site plan.
- 16.28.030 Improvements and security—Methods and procedure.
- 16.28.040 Final review—Recording—Revisions.
- 16.28.050 Criteria/development standards.
- 16.28.060 Application requirements.

### **16.28.010 General provisions.**

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A. Purpose and Applicability. The purpose of this chapter is to establish an alternative process to subdividing and short subdividing of land. Any person, or entity, who seeks to divide commercial, industrial, or industrial public zoned property as provided in RCW 58.17.040(4); divide property for lease as provided in RCW 58.17.040(5) for an approved mobile home park, whether currently constructed or not constructed; and divide property as provided in Section 58.17.040(7), whether currently constructed or not constructed, may apply for a binding site plan division under the provisions of this chapter in lieu of the provisions for subdivisions.

B. Compliance Required.

1. All development must be in compliance with the recorded final binding site plan. All provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the purchaser or any other person acquiring a lease or other ownership interest of any lot, parcel or tract created pursuant to the binding site plan.
2. No person shall sell, lease, or transfer the ownership of or offer for sale, lease or transfer of ownership any real property that is subject to this chapter without full compliance with the provisions of this chapter and Chapter 58.17 RCW except that, following preliminary binding site plan approval, performance of such offer or agreement may be permitted provided that such offer or agreement is expressly conditioned on the recording of the final binding site plan, and compliance with all conditions thereto. (Ord. 1487-04 § 7 (part), 2004: Ord. 1450-03 § 2 (part), 2003)

### **16.28.020 Review procedures—Preliminary binding site plan.**

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The general binding site plan (preliminary binding site plan) shall be processed as a Type ~~III~~ II Land Use permit under Chapter 2.90. The approval for improvements and finalization of specific individual lots (final binding site plan) shall be done by administrative approval as a Type I(B) land use permit under Chapter 2.90. (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

### **16.28.030 Improvements and security—Methods and procedure.**

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If the preliminary binding site plan is approved, the city may establish a method providing for and securing to the city the actual construction and installation of required improvements in accordance with the provisions of this chapter as follows:

- A. By requiring that all required improvements be installed and constructed prior to issuance of building permits for structures or sale or lease of lots within the development;
- B. By accepting a condition that no certificate of occupancy shall be issued for any structure within a binding site plan until improvements have been constructed or other security is provided pursuant to subsections (C) through (F) of this section. Any such condition shall be inscribed on the face of the original final binding site plan filed and of record pursuant to Section [16.28.060\(B\)\(7\)](#);
- C. By furnishing the city with a performance bond satisfactory to the city attorney, in which guarantee is given the city that the installation of the required improvements will be carried out within one year;
- D. By a cash deposit with the city or suitable escrow;
- E. By a combination of these methods; or
- F. By such other reasonable guarantee acceptable to the city attorney. (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

### **16.28.040 Final review—Recording—Revisions.**

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A. Final Binding Site Plan Review. After approval of the preliminary binding site plan, and within the time limits set forth in SWMC 2.90, the applicant shall submit a final binding site plan and supplementary materials as required under Section [16.28.060\(B\)](#). The planning director, building official and city engineer, in consultation with appropriate city staff, shall:

1. Inspect the detail and computation of the final binding site plan for compliance with the specifications and standards of this chapter;
2. Inspect the final binding site for compliance with the preliminary binding site plan approved by the city and the conditions made a part of that approval;
3. Determine either that all required improvements have been installed in accordance with these regulations or that certain improvements may properly be deferred as per Section [16.28.030](#);
4. The mayor, planning director, building official, and city engineer shall signify approval by signing the original mylar copy of the final plan.

B. Filing and Recording Final Binding Site Plan. The applicant shall file the original mylar drawing of the final binding site, satisfying the provisions of Section [16.28.060\(B\)](#) for recording as a short or long plat with the Skagit County Auditor, with copies to the county assessor, treasurer, and public works office. One reproducible full copy on mylar or sepia material shall be furnished to the city planning department.

C. Expiration. Any final binding site plan not filed for recording within sixty days after the city approval shall be null and void. To be reactivated, the binding site plan must be resubmitted as a new preliminary binding site plan.

D. Binding Site Plan Revisions. Alteration of a preliminary or final binding site plan shall be accomplished by application and shall be subject to all procedures and requirements established in this chapter, except that minor modifications may be allowed as provided for under subdivisions (1) through (4) of this subsection, below:

1. The final building site plan shall conform to the preliminary binding site plan approved by the city, and to any conditions that may have been part of the approval, except as provided under subdivision (2) of this subsection.
2. Minor modifications to the approved preliminary plan, or approved final binding site plan, may be allowed if the city planning director, engineer, attorney, and other affected city departments or utility companies, and the mayor determine such modifications are necessary because of unforeseen technical problems and such modifications comply with the spirit and intent of the preliminary approval and will not be detrimental to the public health, safety or

welfare or injurious to other properties in the area. Examples of minor modifications are, but are not limited to:

- a. Modification of lot lines which do not violate any development codes or regulations of the city or this chapter;
  - b. Reconfiguration of parking lots or landscape areas that are approved by the city planning director;
  - c. Relocation of fire lands, hydrants or water lines that would conform to city regulations and are approved by the fire chief;
  - d. Relocation of utilities that would conform to city regulations as approved by the city engineer;
  - e. Modification of building configurations that do not significantly increase the floor area, reduce required parking ratios, reduce landscaped area, or violate any city regulations.
3. A minor modification to the preliminary binding site plan, approved under subdivision (2) of this subsection shall be reflected in the final binding site plan.
4. A minor modification to the final recorded binding site plan, approved under subdivision (2) of this subsection, shall be noted by a written statement, and illustrated, on the appropriate maps and mylars, signed by the planning director, city engineer, city attorney, the head of any affected city department, and mayor, and recorded in the county auditor's office as an amendment to the original recorded binding site plan, with copies to the county assessor, treasurer and public works departments. A reproducible copy of the amendment shall be provided to the city planning department. (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

**16.28.050 Criteria/development standards.**

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A. Factors to be Considered in the Preliminary Binding Site Plan Review. The approving authority's decision may be to grant or deny an application or to require of the applicant such conditions, modifications and restrictions as are found necessary to insure that the development:

1. Is consistent with the projected environmental impacts, or lack of impacts, as described by the applicant in the environmental assessment documents, and complies with all mitigation

measures and conditions of a determination of nonsignificance issued for the proposed binding site plan;

2. Conforms to the following codes, programs and policies:

- a. The comprehensive plan and zoning code, Title 17 of this code,
- b. The design and development standards and requirements of this title and Chapter 15.40 of this code,
- c. The city's six-year transportation and improvement plan,
- d. The city's storm drainage and sewer service plans and policies,
- e. The compatibility of the binding site plan with existing adjacent developments, or potential developments if the adjacent land is zoned for residential use,
- f. Other plans and programs as the city may adopt.

3. Includes appropriate provisions for the public health, safety and general welfare; open space; storm drainage; streets or roads; alleys; sidewalks and trails; transit stops; and other public ways; open space; potable water supplies; fire protection; and sanitary and solid waste disposal.

B. Design and Development Standards.

1. Streets—Realignment, Dedication or Widening. If the city concludes that the street right-of-way adjacent to a proposed binding site plan is inadequate for widening and/or realignment of the existing street, as determined by the comprehensive plan, traffic impact study, or the public works construction standards, then the city may require a dedication of necessary right-of-way and improvement of that right-of-way and provision of attendant traffic control devices.

2. Natural Features. The design of the project shall minimize disturbance to natural drainage and wetlands, and shall preserve as much as practical existing significant trees and the natural grades around such trees.

3. Grading/Erosion Control. Before any site modification where existing natural features, including topsoil, would be removed or disturbed, a grading and erosion control plan showing

the extent of the proposed modification must be submitted to and approved by the city. Debris, junk, rubbish, or other waste materials of any kind shall not be buried in any land or deposited in any surface water.

4. Existing Structures. All existing structures and uses shall comply with the standards of the city codes and zoning requirements.

5. Floodplain. The proposed development shall comply with the Sedro-Woolley Floodplain Ordinance codified under Chapter 17.66 of this code.

6. Landscaping. All developments shall provide landscaping to satisfy the landscaping ordinance, and the following objectives, as determined by the planning director: to provide an attractive appearance; to soften the impact of and break up parking areas; to reduce the amount of impermeable surface and improve drainage; to provide a streetscape along roadways; to buffer uses from adjacent residential properties; to screen loading and outdoor storage areas; to provide an attractive environment in which to work or shop; and to establish and maintain property values within the business, commercial and industrial areas of the city. Plans shall include irrigation, and provide for maintenance of the landscaped areas.

7. Parking. The number of parking stalls provided for each use within the binding site plan shall comply with the requirements of the zoning ordinance. In most cases, cross-easement between lots, or common use tracts, shall be required for parking and parking area circulation roads.

8. Loading. Loading areas shall be provided and outdoor storage areas shall be fully screened.

9. Lot Configuration. Lot arrangement shall provide for suitable building sites. Lots in a binding site plan must also meet the lot dimensional and road frontage requirements of the underlying zoning district, mobile home park ordinance, or subdivision ordinance.

10. Setbacks. Around the outer perimeter of the planned development, setbacks for structures shall comply with the provisions of the zoning district, except that no structure shall be less than ten feet from a perimeter line. Setbacks from other lines within the building site plan need not satisfy the zoning district requirements, provided that construction meets building and fire codes.

11. Fire Hydrants. Hydrants shall be installed as required by the city fire chief. Water pressure and flow shall be adequate to provide for fire protection to all areas of the site.

12. Access. Ingress and egress shall be approved by the planning director and city engineer. The site design shall provide for joint access easements and lot configurations which will reduce the number of ingress/egress points from existing city, county or state roads; provided, however, that adequate access for emergency services is included.

13. Pipe Utilities. All storm drainage improvements, sanitary sewer improvements, and water improvements, and associated easements, shall be approved by the city engineer and sewer plant manager and PUD. Easements and cross-easements for utilities shall be provided as necessary. Provision for utility line extension beyond the boundary of the project may be required, along with any necessary easements for maintenance, or dedications.

14. Wire Utilities. All projects shall have all power lines, telephone wires, television cables, fire alarm systems and other communication wires, cables or lines placed underground. All such underground installations or systems shall be approved by the appropriate utility company. If the appropriate utility company determines that an underground system, as required above, cannot reasonably be installed according to accepted engineering practices, this requirement may be waived upon receipt of a written notice from such utility to the planning director. Utility easements shall be provided within a proposed binding site plan and shall be approved by the appropriate utility company before final acceptance of the binding site plan, and shall be shown in their exact location on the final drawing of such plan.

15. Covenants and Restrictions. All development within a binding site plan shall be governed by covenants and restrictions, reviewed and approved by the city planning director and attorney prior to final approval. At a minimum, the covenants and restrictions shall: specify standards for construction and design; control operational standards and impacts of various uses; specify maintenance and easement of responsibilities and obligations; and provide a mechanism for enforcement of the covenants and restrictions. These covenants and restrictions shall be recorded and referenced on the face of the final binding site plan, and attached as a permanent deed restriction to each lot within the binding site area. (Ord. 1520-05 § 3, 2005: Ord. 1487-04 § 7 (part), 2004: Ord. 1450-03 § 2 (part), 2003)

**16.28.060 Application requirements.**

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A. Preliminary Binding Site Plan Application Requirements. The applicant shall submit the following materials to the city, which shall comprise a complete application:

1. Completed application form provided by the city;
2. Environmental impact assessment information;
3. Payment of required fees for binding site plan application:
  - a. Environmental review: as set by the Sedro-Woolley city council,
  - b. SEPA checklist review: as most recently adopted by the city council,
  - c. EIS review: as most recently adopted by the city council.
4. Names and addresses of all owners of property located within five hundred feet of the proposed binding site plan property, and any other contiguous property owned by the applicant, exclusive of rights-of-way;
5. Twelve paper copies of the binding site plan map(s), which shall be prepared by a registered land surveyor of the state of Washington, on a map or maps eighteen inches by twenty-four inches with the following information:
  - a. The name of the binding site plan,
  - b. The names and addresses of the owners of the property, and the developer(s) of the planned development,
  - c. The existing zoning classification of the subject land and all adjacent properties, including those properties across streets,
  - d. The legal description of the boundaries of the land and actual dimensions of the tract to be divided,
  - e. A vicinity map showing the boundary of the land in relation to the section(s) in which it is located. This information shall be drawn as an insert at a convenient scale,

- f. The Date, Scale, and North Arrow. The desired scale shall be one inch equals one hundred feet, but no more than one inch equals four hundred feet, unless otherwise approved by the planning director,
- g. Existing conditions, including the location, width, and names of all existing or platted streets or other public ways or easements within or adjacent to the proposed development, and all other features such as existing buildings, utilities, watercourses, significant trees or other natural features, power lines, and section lines,
- h. Proposed finished contours, at two foot intervals, along with benchmarks of existing ground elevation, which shall be referenced to mean sea level datum,
- i. The number and dimensions of all lots including bearings of all lines,
- j. The layout of the site, or portion(s) thereof, including lot design, building "footprints," street and pedestrian circulation, location of landscape areas and islands, and private and public road right-of-way widths. Street and pedestrian layout shall identify location and width of vehicular and pedestrian ways and indicate the status of ownership and method of maintenance,
- k. All adjacent areas or lots outside of the binding site plan area which are reserved for future development and which are under the ownership of the applicant,
- l. Building setback lines, proposed loading and storage areas,
- m. Off-street parking layout and traffic circulation plan,
- n. A preliminary layout of all proposed underground utility services, including proposed easements, and the names of utility companies which will serve the site,
- o. Name of water district, and a preliminary layout of proposed water service and fire hydrants, including pipe dimensions and type and estimated fire flow, and any proposed easements,
- p. Proposed road and traffic improvements to existing or proposed city, county or state roads, including any traffic signal installation or relocation, or proposed right-of-way dedications.

- q. Open space areas, and all parcels or tracts being dedicated or reserved as parks, playgrounds, streets, alleys, easements or other public and semi-public uses, if any;
6. A floodplain development permit application, if applicable;
7. A grading, fill, preload, and erosion control plan, if applicable;
8. Letters from affected utility districts and companies indicating whether or not they are able to serve the proposed development, including any major improvements that may be required of the developer;
9. A preliminary conceptual landscape plan, identifying areas to be landscaped, general types of plant material to be used, areas to be buffered or screened with landscaping, proposed berming and contouring. These plans shall address the objectives stated under Section [16.28.050\(B\)\(5\)](#);
10. Preliminary storm drainage plans, including location of catch basins, drain pipes (and sizes) oil/water separators, and grades of proposed roads, sidewalks, parking and loading areas, and detention or retention areas. Preliminary drainage calculations shall be included with these plans;
11. A master plan and schedule of construction and proposed phasing of improvements if applicant intends to develop site in phases.
12. Draft covenants and restrictions for the development addressing the requirements under Section [16.28.050\(B\)\(14\)](#).

B. Final Binding Site Plan Submittal Requirements. The final binding site plan submittal shall include:

1. The original mylar drawing(s), one reproducible copy, and twelve paper copies of eighteen inch by twenty-four inch map(s) of the final binding site plan, prepared by a registered land surveyor of the state of Washington, showing the same information as required for the preliminary binding site plan under subsection (A) of this section, above, modified to include:
  - a. All changes made pursuant to the conditions of preliminary binding site plan review and approval,
  - b. A complete survey map with the following information:

- i. The lines and names of all streets or other public ways, parks, playgrounds, and all easements to be dedicated for public use, or for access, or for utilities within the binding site plan,
- ii. Formal, irrevocable offers of dedication to the public, or appropriate utility agency, of all of the above-described rights-of-way or easements, and space for appropriate acknowledgements, endorsements and certifications.
- iii. Identification of all parcels or tracts to be reserved in the deeds for common use of property owners within the binding site plan area,
- iv. Reference to covenants and restrictions recorded with the final binding site plan, and attached to the deeds of all lots within the development,
- v. The lines and names of all existing or platted streets or other public ways, parks, playgrounds, and easements adjacent to the final binding site plan, including municipal boundaries, township and range lines, and section lines,
- vi. The lengths and bearings of all straight lines, curb radii, arcs and semi-tangents of all curves,
- vii. All dimensions along the lines of each lot, with the bearings plus any other data necessary to the location of any lot lines or corners in the field,
- viii. Suitable primary control points, or descriptions and ties to such control point, to which all dimensions, angles, bearings and similar data given to the plat shall be referred,
- ix. The name of all subdivisions immediately adjacent thereof,
- x. The date, north point, and scale,
- xi. The boundary of the tract, with courses and distances marked thereon, as determined by a field survey made by a registered land surveyor of the state of Washington,
- xii. A certificate from the county treasurer indicating that all taxes on said property included in the binding site plan or dedication have been paid,

xiii. A certificate from the city treasurer indicating that all assessments on the subject have been paid,

xiv. Signature blocks for approval by the planning director, city engineer, city building official, and the mayor, and date thereof, when the development complies with all conditions;

2. A declaration by a registered land surveyor shall be placed on the above binding site plan map and shall declare that the boundaries of the land have been surveyed and monumented and that all distances and bearings on the binding site plan are accurate, and the survey is retracable based on the subdivision of the section(s). The minimum standard of work shall be as set forth in the most recently adopted Washington Administrative Code establishing land surveying standards;

3. A copy of final covenants and restrictions, and descriptions of common use tracts or easements, to be attached to the deeds of all lots within the development;

4. Final approved landscape, irrigation and maintenance plans;

5. Final approved storm drainage and grading plans;

6. Compliance with the requirements of the utility departments and companies as evidenced by letters of approval from same.

7. If required improvements have not been completed, a preoccupancy condition, performance bond, cash security, or other security shall be provided as per Section [16.28.030](#), and such condition shall be stated on the final binding site plan map.

8. A notarized certificate signed by the contract purchaser or owner of record stating that the decision to finalize the binding site plan is their free act and deed, and that: "A binding site plan number and date of approval shall be included in all deeds and contracts." (Ord. 1487-04 § 7 (part), 2004: Ord. 1450-03 § 2 (part), 2003)

**EXHIBIT B**  
**Procedural Items**

# NOTICE OF PUBLIC HEARING

## CITY OF SEDRO-WOOLLEY

### Amendments to Development Regulations

The City of Sedro-Woolley Planning Commission will hold a public hearing on **June 16, 2015 at 6:30 PM**, at the Sedro-Woolley Council Chambers located at 325 Metcalf Street, to hear testimony regarding following proposed amendments to the City Development Regulations:

1. Proposed amendments to the Sedro-Woolley Municipal Code Chapter 16.28 (Binding Site Plans) will result in consistency with the Consolidated Planning Procedures, Chapter 2.90.

Interested parties can comment on the proposed changes in writing or at the hearing. **Written comments must be received by 4:30 PM June 16, 2015** to be considered at this public hearing. Send written comments to: Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, WA 98284. Complete project files are available for review at the Planning Department between the hours of 8:00 AM to 5:00 PM, Monday through Friday.

Published in the Skagit Valley Herald: June 5, 2015



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
www.commerce.wa.gov

June 3, 2015

John Coleman  
Planning Director  
City of Sedro Woolley  
325 Metcalf Street  
Sedro-Woolley, Washington 98284

Dear Mr. Coleman:

Thank you for sending the Washington State Department of Commerce (Commerce) the following materials as required under RCW 36.70A.106. Please keep this letter as documentation that you have met this procedural requirement.

**City of Sedro-Woolley - Proposed amendment to Chapters 15.44, 16.28, 17.32, 17.36, 17.40, and 17.50. Proposed changes will reflect projects reviewed under a Planned Action ordinance and provide consistency with other chapters within the SWMC. These materials were received on June 03, 2015 and processed with the material ID # 21320. Expedited Review is requested under RCW 36.70A.106(3)(b).**

If this submitted material is an adopted amendment, then please keep this letter as documentation that you have met the procedural requirement under RCW 36.70A.106.

If you have submitted this material as a draft amendment requesting expedited review, then we have forwarded a copy of this notice to other state agencies for expedited review and comment. If one or more state agencies indicate that they will be commenting, then Commerce may deny expedited review and the standard 60-day review period will end on August 02, 2015. Commerce will notify you by e-mail regarding of approval or denial of your expedited review request. If approved for expedited review, then final adoption may occur no earlier than June 17, 2015. Please remember to submit the final adopted amendment to Commerce within ten (10) days of adoption.

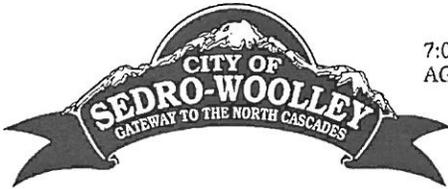
If you have any questions, please contact Growth Management Services at [reviewteam@commerce.wa.gov](mailto:reviewteam@commerce.wa.gov), or call Dave Andersen (509) 434-4491.

Sincerely,

Review Team  
Growth Management Services

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2015



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

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

Eron M. Berg  
City Supervisor/Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Parking Ordinance (First Reading)  
DATE: August 12, 2015

ISSUE: Should the council adopt the attached ordinance prohibiting parking for more than 10 days on city streets and rights-of-ways and updating the enforcement process?

BACKGROUND: This is a follow up to the request made to the city council about a month ago regarding Brickyard Boulevard and would provide an additional tool to address complaints of vehicles that are parked for extended periods of time without moving. It would also allow the more efficient cleaning of streets (some vehicles have not been moved in years, but are not classified as abandoned).

The second part of this ordinance revises the enforcement process for parking to provide more clarity to the process and add the ability for the SWPD to impound vehicles that are parked illegally and have three or more unpaid, uncontested parking tickets.

RECOMMENDATION: 1<sup>st</sup> reading only – no action requested tonight other than comments and direction, if any.

AN ORDINANCE ADDING NEW SECTION TO SWMC 10.44 REGARDING TIME LIMITS FOR PARKING ON CITY RIGHTS-OF-WAY AND UPDATING THE ENFORCEMENT PROCESS

**Whereas**, the City public works crews sweep streets two to three days per week in an effort to keep streets tidy and remove dirt, debris, grit and other contaminants from the City's stormwater collection system; and

**Whereas**, parked vehicles make it difficult to effectively and efficiently sweep the full street as the vehicles become an impediment to the sweeper's operation on the day of sweeping and sometimes for weeks or longer; and

**Whereas**, SWMC 10.44 includes an enforcement process that is pretty basic; and

**Whereas**, the City Council desires to establish a time limit for vehicles parked on city streets as well as an update to the enforcement process to provide more clarity and enforcement options for the Sedro-Woolley Police Department, now therefore,

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

**Section 1.** New sections are added to SWMC 10.44 as follows:

SWMC 10.44, \_\_\_\_ : Time Limits for Parking on City Rights-of-Way.

It is unlawful for any person to stop, stand or park a vehicle for a consecutive period of longer than two hundred forty hours (ten days) in any one location on any city street or right-of-way.

**Section 2.** SWMC 10.44.210 is amended to read as follows:

10.44.210 Enforcement of parking regulations.

- A. The parking regulations set forth in this chapter shall be enforced by the chief of police or her/his designee(s).
- B. Failure to perform any act required or the performance of any prohibited act by this chapter is designated as an infraction pursuant to RCW 46.63 and shall not constitute a criminal offense. The penalty shall be as set forth by local court rule and the Infraction Rules for Courts of Limited Jurisdiction, Washington Court Rules, as adopted by the Washington State Supreme Court, and amendments thereto.
- C. The chief of police or her/his designee(s) has the authority to issue an infraction when the parking violation is committed in the officer's presence.

D. If any vehicle is found parked, or stopped in violation of this chapter, or otherwise violates the provisions of this chapter, the chief of police or her/his designee(s) finding the vehicle shall take its regulation number (license number) and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to the vehicle a parking violation. A parking infraction represents a determination that a parking violation has been committed. The determination will be final unless contested as provided by the Revised Code of Washington, Court Rules and provided on the back of the infraction.

E. The chief of police or her/his designee(s) enforcing the parking regulation of the city shall, and are hereby authorized to, mark such vehicles parked from time to time to aid in the enforcement of this chapter. Such mark shall be in chalk upon the tires of said vehicle or by some other convenient method which does not damage the vehicle. It shall constitute a parking violation to interfere with, conceal, obliterate or erase any mark in violation of this section.

F. Whenever any vehicle or person is in violation of the provisions of this chapter, the department shall deliver a notice of parking infraction to the violator, or, in cases where a vehicle is found without a driver, shall conspicuously affix such notice to the vehicle. Such notice of parking infraction shall be on a form approved by the chief and shall indicate the charge, time of issuance, license number of the vehicle, identify the street upon which the violation occurred, and direct the violator to present the notice at the police department or such other location as may be designated and pay the specified fine or request a hearing as may be specified on the notice.

G. A separate violation of this chapter shall be deemed to have occurred when, after issuance of an infraction, eight or more consecutive hours pass and there has been no change in the status of the offending vehicle.

H. Impoundment. The chief of police or her/his designee(s) may take custody of a vehicle and provide for its prompt removal to a place of safety whenever: (i) a vehicle is parked in a public right-of-way or on other publicly owned or controlled property in violation of any law, ordinance or regulation, and (ii) there are three or more Sedro-Woolley parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay.

1. If a vehicle is impounded pursuant to this subsection (H), then in addition to any applicable impoundment and storage fees, the registered owner or his/her representative shall pay all outstanding fines for parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay. Proof of payment shall be provided directly to the Sedro-Woolley Police Department prior to the vehicle being released by the impound facility to the registered owner.

2. When a vehicle is impounded pursuant to this subsection (H), the impound facility shall not release the vehicle unless it has received authorization from the Sedro-Woolley Police Department. The impounded vehicle may not be redeemed without this authorization. All applicable RCW and/or WAC provisions governing the storage and disposal of impounded vehicles shall apply if the vehicle is not redeemed pursuant to the applicable timeline requirements for the towing company.

3. When a vehicle is impounded pursuant to this subsection (H), the officer directing the impound shall notify the registered owner that the impounded vehicle may not be redeemed without authorization from the Sedro-Woolley Police Department. A diligent attempt to notify the registered owner shall be made within 24 hours at the address on the vehicle's registration if the address is within the city of Sedro-Woolley. If the registered owner's address is outside the city limits, notification will be provided by certified mail.

**Section 3.** This ordinance shall be effective five (5) days after passage and publication as provided by law.

**Section 4.** The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_\_ day of August, 2015, and signed in authentication of its passage this \_\_\_\_\_ day of August, 2015.

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

Attest:

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

Approved as to form:

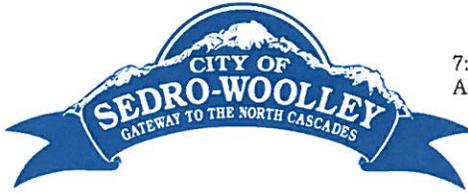
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Eron Berg, City Attorney

Filed with the City Clerk: August 6, 2015  
Public Hearing: n/a  
First Reading: August 12, 2015  
Second Reading:  
Passed by the City Council:  
Signed by the Mayor:  
Date of Publication:

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 12 2015



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 10

**CITY OF SEDRO-WOOLLEY**

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

Christine Salseina  
Deputy Clerk

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MEMO TO: City Council  
FROM: Christine Salseina, Deputy Clerk  
RE: **Report of Contracts approved under SWMC 2.104.060**  
DATE: August 12, 2015

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

<u>Contract</u>	<u>Purpose</u>	<u>Date</u>	<u>Dollar Amount</u>
1. Public Works Agreement 2015-PW-25 Guyline Construction	Cemetery Fencing Project	7/14/2015	\$4,241.23
2. Thomson Reuters Westlaw	Subscription	7/27/2015	Per Contract

*Contract(s) available in their entirety at the Finance Department*