

Next Ord: 1823-15
Next Res: 929-15

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

October 14, 2015

7:00 PM

**Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar.....3-47

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 October 7, 2015 Work Session)
- c. Finance
 - Claim Checks #182368 to #182492 in the amount of \$345,241.55
 - Payroll Checks #58696 to #58712 plus EFT's in the amount of \$284,912.99
- d. Professional Services Agreement No. 2015-PS-07 On-Call Traffic Modeling
- e. Amendment to the Interlocal Agreement dated 10/18/2011 with Skagit County Conservation District Public Education & Involvement Project in support of the NPDES Phase II Stormwater Permit WAR-04-5555
- f. Interlocal Agreement between the City, County and Port regarding Northern State
- g. Interlocal Agreement with Skagit County for Provision of Community Services – 2016

- 4. Public Comment.....48

PUBLIC HEARING

- 5. Transportation Benefit District – Ordinance assuming the rights, powers, functions and obligations of the TBD.....49-52

UNFINISHED BUSINESS

- 6. Possible revisions to SWMC Title 6 (City Animal Code).....53-69

NEW BUSINESS

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

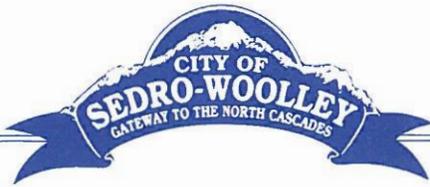
7. Minor contracts approved under SWMC 2.104.060.....70

EXECUTIVE SESSION

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

OCT 14 2015

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



DATE: October 14, 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 October 14, 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.

OCT 14 2015

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
September 23, 2015 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Pro Tem Keith Wagoner; Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Hugh Galbraith, Rick Lemley and Brett Sandström 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 Pro Tem Wagoner

Pledge of Allegiance

Mayor Pro Tem Wagoner expressed condolences on behalf of the Council to Councilmember Lemley on the passing of his father.

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting (Including September 10, 2015 Special Meeting)
- Finance
 - Claim Checks #182281 to #182367 plus EFT's in the amount of \$356,570.42
 - Payroll Checks #58683 to #58695 plus EFT's in the amount of \$209,696.29

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

Public Comment

PUBLIC HEARING

No comment received.

UNFINISHED BUSINESS

NEW BUSINESS

Fire District 8 Agreement for Fire & Emergency Services and Joint Operation of Facilities

Fire Chief Klinger reported on the Fire District 8 Agreement. The current agreement is set to expire at the end of the year. The new agreement would be an extension of the current agreement with some minor changes. Fire Chief Klinger reviewed the changes.

Councilmember Lemley moved to approve the attached agreement with Skagit County Fire District 8 for Fire and Emergency Medical Services and Joint Operation of Facilities. Seconded by Councilmember Kornegay. Motion carried (7-0).

Memorial Park Caretaker Position Proposal

City Supervisor/Attorney Berg introduced the Memorial Park topic and turned it over to Nathan Salsenia, Public Works Operations Supervisor who presented some pictures of malicious activity that has been happening at the park. Berg noted the Library has also been affected by the activities.

Council questions were entertained and answered by city staff.

Councilmember Galbraith moved to accept the Memorial Park caretaker position. Seconded by Councilmember Kornegay.

Patsy Burke – 286 Klinger St., thanked the Council for the decision on the park. She addressed some ideas which she will assemble and present them at a later date. She also addressed the caretaker application process and thanked the Police and Fire Departments for all they do.

Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Minor Contracts Approved Under SWMC 2.104.060

Police Chief Tucker – noted that the City has taken jurisdiction on the Northern State annexation area. He has made contact with the facilities managers and tenants regarding the change and is working on an active shooter presentation for Job Corps. Chief Tucker updated the progress on new officers. He also spoke of the upcoming department clean up on Memorial Park. Sgt. Harris has been working on the quality of life issues and posting courtesy notices of the offense.

Planning Director Coleman – reported the Draft EIS was released on September 18th for public comment. A public hearing is scheduled on September 29th. The Planning Commission is reviewing the sub area plan for the Northern State area with a presentation from Maul Foster on October 20th. He also reported the SCOG steering committee had a review on requested docket items for the 2016 comprehensive plan process and employment projections. He noted they allotted the City additional employment projections. The Planning Commission continues to work on the urban growth area expansion and zoning changes. The Building Department continues to be busy. Colman updated the Council on the Plans Examiner/Building Inspector position.

Public Works Director Freiberger – reported the Greenstreet project is complete, work is happening on Heather Lane to eliminate some water ponding and TIB applications have been submitted. Freiberger noted he has been busy working on the 2016 budget requests and getting ready for the transportation plan update.

City Supervisor/Attorney Berg – reported on the Candidates Forum to be held on October 15th which will include the school board candidates. He gave a quick Northern State update noting the cities role will begin to become more active with the implementation of a planned action ordinance. Berg also reported on the development of the Winnie Houser Field and the police repeater project.

Finance Director Nelson -- announced it is once again budget time. Initial budget discussions will be held at the next worksession with general information on the 2015 actuals and the 2016 requests.

Councilmember Loy – reported on the Skate Board Challenge with approximately 250 in attendance. He noted the Pro judges have already committed to next year.

Councilmember Kornegay – requested clarification of the forum date and time. She also mentioned the upcoming ribbon cutting for the Hansen Creek Bridge to be held on October 14th.

Councilmember Galbraith – questioned the missing swing at Memorial Park. Some discussion followed regarding the master plan for Memorial Park.

Councilmember Lemley – Thanked everyone for their condolences and calls. He noted the loss of his father Richard “Dick” Lemley, a former Councilmember and civic leader is a great loss for the community.

Councilmember Wagoner – addressed the fence gate at Bingham Park. He also commented on the letter in the Council packet recognizing the good work of Laura Carr, Code Enforcement Officer.

EXECUTIVE SESSION

The meeting adjourned to executive session at 8:09 P.M. for approximately 5 minutes under RCW 42.30.110 (1)(b) for the purpose of real estate acquisition with no action anticipated.

The meeting reconvened at 8:22 P.M.

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

OCT 14 2015

CITY OF SEDRO-WOOLLEY

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

Council Worksession

October 7, 2015 – 7:00 P.M. – Public Safety Training Room

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

Flag Salute

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandstrom. Staff: City Supervisor/Attorney Berg, Finance Director Nelson and Code Enforcement Officer Carr.

- **Status of 2015 Estimated Revenues and 2016 Preliminary Estimated Revenues and Expenditures**

Finance Director Nelson lead the presentation and discussion on existing revenue streams, retail sales tax, construction related revenues and property tax for 2015 and 2016 estimates. 2015 expenditures and 2016 requests were also discussed.

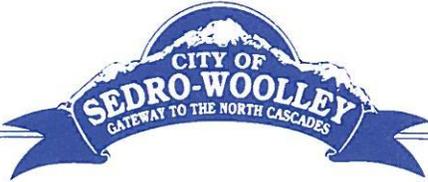
- **Possible Revision to SWMC Title 6 (City Animal Code)**

City Attorney/Supervisor Berg and Code Enforcement Officer Carr reviewed the proposed changes and additions to the code. They entertained questions and discussion was held. The ordinance will be placed on the October 14th Council agenda as a second read.

There being no further business the worksession adjourned at 9:02 P.M.

OCT 14 2015

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



DATE: October 14, 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 October 14, 2015.

Motion to approve Claim Checks #182368 to #182492 in the amount of \$345,241.55.

Motion to approve Payroll Checks #58696 to #58712 plus EFT's in the amount of \$284,912.99.

If you have any comments, questions or concerns, please contact me for information during the working day at 855-1661. This will allow me to look up the invoices that are stored in our office.

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

09/24/2015 To: 10/14/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7084	10/01/2015	Claims	2	182368	Paul Eaton	108.00	
					001 - 521 40 43 000 - Travel	108.00	
7159	10/14/2015	Claims	2	182369	A WorkSAFE Service, Inc.	52.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	52.00	
7160	10/14/2015	Claims	2	182370	A-1 Mobile Lock & Key	350.46	
					501 - 548 30 31 000 - Operating Supplies	84.63	
					101 - 576 80 48 013 - Metcalf Park	265.83	
7161	10/14/2015	Claims	2	182371	AT & T	154.63	
					001 - 514 23 42 020 - Telephone	20.10	
					001 - 515 30 42 001 - Telephone	1.55	
					001 - 518 80 42 020 - Telephone	4.64	
					001 - 521 20 42 020 - Telephone	83.50	
					001 - 522 20 42 020 - Telephone	7.73	
					001 - 524 20 42 020 - Telephone	17.01	
					401 - 535 80 42 020 - Telephone	1.55	
					412 - 537 80 42 020 - Telephone	3.09	
					001 - 558 60 42 020 - Telephone	3.09	
					105 - 572 20 42 020 - Telephone	1.55	
					001 - 595 10 42 020 - Telephone	10.82	
7162	10/14/2015	Claims	2	182372	ATV Signs	1,043.77	
					412 - 537 80 31 000 - Operating Supplies	607.60	
					412 - 537 80 31 000 - Operating Supplies	436.17	
7163	10/14/2015	Claims	2	182373	All-Phase Electric	477.18	
					101 - 576 80 48 020 - Resource Conservation	477.18	
7164	10/14/2015	Claims	2	182374	American Mobile Home Service Inc	504.50	
					001 - 322 10 03 000 - Building Permits	-500.00	
					001 - 386 01 00 000 - Building Code Fees	-4.50	
7165	10/14/2015	Claims	2	182375	American Society Of Civil	520.00	
					001 - 595 10 49 000 - Dues/Memberships	260.00	
					001 - 595 10 49 000 - Dues/Memberships	260.00	
7166	10/14/2015	Claims	2	182376	Anacortes Printing	82.46	
					001 - 521 20 31 010 - Printing/Publications	82.46	
7167	10/14/2015	Claims	2	182377	Andgar	271.25	
					101 - 576 80 48 016 - City Hall	271.25	
7168	10/14/2015	Claims	2	182378	Aramark Uniform Services	29.88	
					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	
7169	10/14/2015	Claims	2	182379	Assoc Petroleum Products	11,318.92	
					001 - 518 20 32 000 - Auto Fuel	90.33	
					001 - 518 20 32 000 - Auto Fuel	157.35	
					001 - 521 20 32 000 - Auto Fuel	1,164.73	
					001 - 521 20 32 000 - Auto Fuel	1,144.25	
					001 - 522 20 32 000 - Auto Fuel/Diesel	443.89	
					001 - 522 20 32 000 - Auto Fuel/Diesel	372.51	
					001 - 523 20 32 000 - Auto Fuel	21.64	
					001 - 523 20 32 000 - Auto Fuel	48.03	
					401 - 535 80 32 000 - Auto Fuel/Diesel	124.75	
					401 - 535 80 32 000 - Auto Fuel/Diesel	38.10	
					401 - 535 80 32 000 - Auto Fuel/Diesel	50.43	
					401 - 535 80 32 000 - Auto Fuel/Diesel	114.42	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			102 - 536 20 32 000		- Auto Fuel/Diesel	154.92	
			102 - 536 20 32 000		- Auto Fuel/Diesel	53.86	
			412 - 537 80 32 000		- Auto Fuel/Diesel	265.03	
			412 - 537 80 32 000		- Auto Fuel/Diesel	44.98	
			412 - 537 80 32 000		- Auto Fuel/Diesel	296.32	
			412 - 537 80 32 000		- Auto Fuel/Diesel	63.43	
			412 - 537 80 32 000		- Auto Fuel/Diesel	302.30	
			412 - 537 80 32 000		- Auto Fuel/Diesel	1,270.38	
			412 - 537 80 32 000		- Auto Fuel/Diesel	1,757.65	
			412 - 537 80 32 000		- Auto Fuel/Diesel	4.91	
			412 - 537 80 32 000		- Auto Fuel/Diesel	66.58	
			412 - 537 80 32 000		- Auto Fuel/Diesel	1,582.00	
			412 - 537 80 32 000		- Auto Fuel/Diesel	188.15	
			103 - 542 30 32 000		- Auto Fuel/Diesel	166.67	
			103 - 542 30 32 000		- Auto Fuel/Diesel	64.89	
			103 - 542 30 32 000		- Auto Fuel/Diesel	168.46	
			103 - 542 30 32 000		- Auto Fuel/Diesel	86.19	
			103 - 542 30 32 000		- Auto Fuel/Diesel	241.76	
			103 - 542 30 32 000		- Auto Fuel/Diesel	128.23	
			103 - 542 30 32 000		- Auto Fuel/Diesel	10.99	
			103 - 542 30 32 000		- Auto Fuel/Diesel	171.00	
			103 - 542 30 32 000		- Auto Fuel/Diesel	51.83	
			101 - 576 80 32 000		- Auto Fuel/Diesel	38.66	
			101 - 576 80 32 000		- Auto Fuel/Diesel	268.45	
			101 - 576 80 32 000		- Auto Fuel/Diesel	15.23	
			101 - 576 80 32 000		- Auto Fuel/Diesel	45.78	
			101 - 576 80 32 000		- Auto Fuel/Diesel	39.84	
7170	10/14/2015	Claims	2	182380	Bay City Supply		1,834.89
			101 - 576 80 31 001		- Operating Sup - Riverfront	200.00	
			101 - 576 80 31 002		- Operating Sup - RV Park	100.00	
			101 - 576 80 31 004		- Operating Sup - Comm Cente	66.84	
			101 - 576 80 31 004		- Operating Sup - Comm Cente	300.00	
			101 - 576 80 31 005		- Operating Sup - Senior Ctr	100.00	
			101 - 576 80 31 006		- Operating Sup - City Hall	400.00	
			101 - 576 80 31 007		- Operating Sup - Library	26.96	
			101 - 576 80 31 007		- Operating Sup - Library	37.75	
			101 - 576 80 31 007		- Operating Sup - Library	200.00	
			101 - 576 80 31 009		- Operating Sup - Bingham Par	99.66	
			101 - 576 80 31 012		- Operating Sup - Hammer	82.07	
			101 - 576 80 31 012		- Operating Sup - Hammer	21.61	
			101 - 576 80 31 012		- Operating Sup - Hammer	200.00	
7171	10/14/2015	Claims	2	182381	Berg Vault Company		692.88
			425 - 531 50 31 000		- Operating Supplies	532.30	
			425 - 531 50 31 000		- Operating Supplies	160.58	
7172	10/14/2015	Claims	2	182382	Brat Wear		1,873.79
			001 - 521 20 26 000		- Uniforms/Accessories	853.35	
			001 - 521 20 26 000		- Uniforms/Accessories	1,020.44	
7173	10/14/2015	Claims	2	182383	Capital One Commercial		327.14
			001 - 522 20 31 000		- Operating Supplies	327.14	
7174	10/14/2015	Claims	2	182384	Carl's Towing Inc		194.22
			001 - 521 20 41 001		- Professional Services	194.22	
7175	10/14/2015	Claims	2	182385	Cascade Natural Gas Corp		166.91
			401 - 535 80 47 000		- Public Utilities	30.32	
			412 - 537 80 47 000		- Public Utilities	24.26	
			103 - 542 63 47 000		- Public Utilities	3.43	
			103 - 542 63 47 000		- Public Utilities	10.60	
			311 - 576 80 41 311		- Professional Services	11.45	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 010		Community Center	21.72	
			101 - 576 80 47 020		Senior Center	43.14	
			101 - 576 80 47 050		Hammer Square	13.97	
			101 - 576 80 47 052		Bingham Caretaker	8.02	
7176	10/14/2015	Claims	2	182386	Chemsearch		195.19
			412 - 537 80 31 000		Operating Supplies	195.19	
7177	10/14/2015	Claims	2	182387	Code Publishing Inc		276.69
			001 - 511 30 34 000		Code Book	276.69	
7178	10/14/2015	Claims	2	182388	Comcast		148.95
			001 - 518 80 42 021		Internet Services	148.95	
7179	10/14/2015	Claims	2	182389	Community Action Of Sk County		426.35
			001 - 562 00 51 030		Skagit Comm Action Agency	426.35	
7180	10/14/2015	Claims	2	182390	Concrete Nor'west Inc		182.39
			412 - 537 60 47 010		Curbside Recycling Disposal	182.39	
7181	10/14/2015	Claims	2	182391	Country Living		56.22
			105 - 594 72 64 000		Books & Materials	56.22	
7182	10/14/2015	Claims	2	182392	Cypher, tracy		187.63 Refund inactive customer credit balance
			001 - 316 49 31 000		Utility Tax On Stormwater	-1.35	
			001 - 316 49 35 000		Utility Tax On Sewer	-4.24	
			001 - 316 49 37 000		Utility Tax On Solid Waste	-0.67	
			425 - 343 10 00 000		Stormwater Fees	-11.48	
			401 - 343 50 00 000		Sewer Service Charges	-169.89	
7183	10/14/2015	Claims	2	182393	Dalco Inc		762.44
			412 - 537 80 31 000		Operating Supplies	14.65	
			412 - 537 80 31 000		Operating Supplies	506.94	
			412 - 537 80 31 000		Operating Supplies	240.85	
7184	10/14/2015	Claims	2	182394	Databar		2,122.04
			001 - 513 10 42 000		Communication	359.46	
			425 - 531 50 42 010		Postage	23.50	
			425 - 531 50 42 010		Postage	6.11	
			401 - 535 80 42 015		Postage	381.81	
			401 - 535 80 42 015		Postage	99.34	
			412 - 537 80 31 000		Operating Supplies	1,022.35	
			412 - 537 80 42 010		Postage	182.09	
			412 - 537 80 42 010		Postage	47.38	
7185	10/14/2015	Claims	2	182395	Drager Safety Inc.		203.10
			001 - 522 20 48 000		Repairs/Maint-Equip	203.10	
7186	10/14/2015	Claims	2	182396	Dwayne Lane's North Cascade Ford		1,695.79
			001 - 521 20 48 010		Repair & Maint - Auto	74.24	
			001 - 521 20 48 010		Repair & Maint - Auto	442.25	
			001 - 521 20 48 010		Repair & Maint - Auto	105.03	
			001 - 521 20 48 010		Repair & Maint - Auto	385.51	
			001 - 521 20 48 010		Repair & Maint - Auto	205.78	
			001 - 522 20 48 000		Repairs/Maint-Equip	482.98	
7187	10/14/2015	Claims	2	182397	E & E Lumber		314.95
			412 - 537 80 31 000		Operating Supplies	76.62	
			103 - 542 30 31 000		Operating Supplies	17.01	
			101 - 576 80 48 002		RV Park	11.74	
			101 - 576 80 48 002		RV Park	-2.04	
			101 - 576 80 48 005		Senior Center	15.96	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 48 007 - Bingham Park			176.42	
			101 - 576 80 48 009 - Hammer Square			19.24	
7188	10/14/2015	Claims	2	182398	E.D. Hovee & Company, LLC	750.00	
			001 - 558 60 41 000 - Professional Services			750.00	
7189	10/14/2015	Claims	2	182399	EDM Publishers	99.00	
			001 - 524 20 49 010 - Misc-Dues			99.00	
7190	10/14/2015	Claims	2	182400	ESRI	1,844.50	
			401 - 535 50 48 000 - Maintenance Contracts			1,012.66	
			001 - 558 60 31 000 - Supplies/Books			253.17	
			001 - 595 10 49 020 - Software Licenses/Support			578.67	
7191	10/14/2015	Claims	2	182401	Edge Analytical Inc	992.00	
			401 - 535 80 41 000 - Professional Services			47.00	
			401 - 535 80 41 000 - Professional Services			47.00	
			401 - 535 80 41 000 - Professional Services			546.00	
			401 - 535 80 41 000 - Professional Services			176.00	
			401 - 535 80 41 000 - Professional Services			129.00	
			401 - 535 80 41 000 - Professional Services			47.00	
7192	10/14/2015	Claims	2	182402	Enterprise Office Systems	145.87	
			001 - 512 50 31 000 - Supplies			36.88	
			001 - 512 50 31 000 - Supplies			34.60	
			001 - 514 23 31 000 - Supplies			62.04	
			001 - 521 20 31 002 - Office/Operating Supplies			12.35	
7193	10/14/2015	Claims	2	182403	Environmental Products & Access LLC	379.73	
			401 - 535 50 48 010 - Maintenance Of Lines			379.73	
7194	10/14/2015	Claims	2	182404	FEI-Seattle WW #1539	357.96	
			425 - 531 50 31 000 - Operating Supplies			357.96	
7195	10/14/2015	Claims	2	182405	Faber Crane Services LLC	954.80	
			401 - 535 80 45 000 - Equipment Rental			954.80	
7196	10/14/2015	Claims	2	182406	Fastenal Company	865.08	
			401 - 535 80 31 010 - Operating Supplies			36.56	
			401 - 535 80 31 010 - Operating Supplies			109.68	
			412 - 537 50 48 000 - Repairs/maint-equip			40.52	
			412 - 537 80 31 000 - Operating Supplies			144.77	
			412 - 537 80 31 000 - Operating Supplies			48.84	
			412 - 537 80 31 000 - Operating Supplies			325.89	
			412 - 537 80 31 000 - Operating Supplies			158.82	
7197	10/14/2015	Claims	2	182407	Frontier Building Supply	129.08	
			103 - 542 30 31 000 - Operating Supplies			129.08	
7198	10/14/2015	Claims	2	182408	Frontier	1,726.44	
			001 - 512 50 42 020 - Telephone			39.06	
			001 - 513 10 42 020 - Telephone			58.59	
			001 - 514 23 42 020 - Telephone			58.59	
			001 - 515 30 42 001 - Telephone			26.04	
			001 - 518 80 42 020 - Telephone			19.53	
			001 - 521 20 42 020 - Telephone			195.13	
			001 - 521 20 42 020 - Telephone			72.97	
			001 - 521 20 42 020 - Telephone			61.80	
			001 - 522 20 42 020 - Telephone			71.61	
			001 - 522 20 42 020 - Telephone			128.66	
			001 - 524 20 42 020 - Telephone			19.53	
			401 - 535 80 42 020 - Telephone			52.08	
			401 - 535 80 42 020 - Telephone			219.98	

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City Of Sedro-Woolley
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			102 - 536 20 42 020		Telephone	133.67	
			412 - 537 80 42 020		Telephone	26.04	
			412 - 537 80 42 020		Telephone	96.15	
			103 - 542 30 42 020		Telephone	6.51	
			001 - 558 60 42 020		Telephone	19.53	
			105 - 572 20 42 020		Telephone	32.55	
			105 - 572 20 42 020		Telephone	127.92	
			101 - 576 80 42 020		Telephone	13.02	
			101 - 576 80 47 010		Community Center	55.95	
			101 - 576 80 47 070		City Hall	145.96	
			001 - 595 10 42 020		Telephone	45.57	
7199	10/14/2015	Claims	2	182409	G.W. Inc. Law Enforcement & Safety Eq.		6,756.87
			001 - 594 21 64 000		Machinery & Equipment	2,437.78	
			001 - 594 21 64 000		Machinery & Equipment	943.92	
			001 - 594 21 64 000		Machinery & Equipment	3,375.17	
7200	10/14/2015	Claims	2	182410	Generator Services NW		9,048.77
			001 - 521 20 48 000		Repairs & Maintenance	138.34	
			001 - 522 50 48 030		Repair/Maint-Station	436.72	
			425 - 531 50 48 000		Repairs/Maintenance	436.72	
			401 - 535 50 48 000		Maintenance Contracts	4,367.25	
			401 - 535 50 48 050		Maint Of General Equip	1,977.13	
			401 - 535 50 48 050		Maint Of General Equip	339.06	
			401 - 535 50 48 050		Maint Of General Equip	916.83	
			101 - 576 80 48 016		City Hall	436.72	
7201	10/14/2015	Claims	2	182411	Guardian Security		1,185.00
			001 - 521 20 41 001		Professional Services	210.00	
			001 - 522 50 49 050		Fire/Theft Protection	165.00	
			401 - 535 80 31 010		Operating Supplies	210.00	
			101 - 576 80 31 004		Operating Sup - Comm Cente	165.00	
			101 - 576 80 31 005		Operating Sup - Senior Ctr	165.00	
			101 - 576 80 31 006		Operating Sup - City Hall	270.00	
7202	10/14/2015	Claims	2	182412	Hanson Consulting LLC		5,350.00
			001 - 558 70 41 010		Professional Services	5,350.00	
7203	10/14/2015	Claims	2	182413	Patrick Hayden		170.16
			425 - 531 50 41 000		Professional Services	170.16	
7204	10/14/2015	Claims	2	182414	Herb's LLC		83.36
			101 - 576 80 32 000		Auto Fuel/Diesel	83.36	
7205	10/14/2015	Claims	2	182415	F.W. Holmes		20.00
			630 - 386 00 00 630		TDB Fees	-20.00	
7206	10/14/2015	Claims	2	182416	R.W. Holmes		20.00
			630 - 386 00 00 630		TDB Fees	-20.00	
7207	10/14/2015	Claims	2	182417	Travis Holmes		20.00
			630 - 386 00 00 630		TDB Fees	-20.00	
7208	10/14/2015	Claims	2	182418	Honey Bucket		150.00
			101 - 576 80 47 090		Portable Toilets	75.00	
			101 - 576 80 47 090		Portable Toilets	75.00	
7209	10/14/2015	Claims	2	182419	Ingram Library Services		1,054.39
			105 - 594 72 64 000		Books & Materials	7.67	
			105 - 594 72 64 000		Books & Materials	94.90	
			105 - 594 72 64 000		Books & Materials	648.33	
			105 - 594 72 64 000		Books & Materials	90.25	
			105 - 594 72 64 000		Books & Materials	20.43	

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			105 - 594 72 64 000		Books & Materials	7.42	
			105 - 594 72 64 000		Books & Materials	63.33	
			105 - 594 72 64 000		Books & Materials	122.06	
7210	10/14/2015	Claims	2	182420	JNR Paving Inc.		1,768.55
			103 - 542 30 48 000		Repair/Maint-Streets	1,768.55	
7211	10/14/2015	Claims	2	182421	Ralph Kennedy		102.00
			401 - 535 80 49 010		Misc-Dues/Subscriptions	102.00	
7212	10/14/2015	Claims	2	182422	Lakeside Industries		9,602.21
			103 - 542 30 48 000		Repair/Maint-Streets	77.63	
			103 - 542 30 48 000		Repair/Maint-Streets	9,524.58	
7213	10/14/2015	Claims	2	182423	Language Exch Inc (The)		240.00
			001 - 512 50 41 040		Language Interpreter	240.00	
7214	10/14/2015	Claims	2	182424	Law Office of Glen Hoff		165.00
			001 - 515 93 41 001		Indigent Defense Conflict Co	5.50	
			001 - 515 93 41 001		Indigent Defense Conflict Co	16.50	
			001 - 515 93 41 001		Indigent Defense Conflict Co	143.00	
7215	10/14/2015	Claims	2	182425	Law Office of Scott G. Thomas		1,592.50
			001 - 515 30 41 000		Professional Services	1,592.50	
7216	10/14/2015	Claims	2	182426	Library Journal		157.99
			105 - 594 72 64 000		Books & Materials	157.99	
7217	10/14/2015	Claims	2	182427	Lochner		5,118.50
			104 - 595 10 63 040		Eng-SR9 Jameson	5,118.50	
7218	10/14/2015	Claims	2	182428	Loggers And Contractors		40.54
			103 - 542 30 48 010		Repair/Maintenance-Equip	40.54	
7219	10/14/2015	Claims	2	182429	Materials Testing &		2,657.25
			401 - 594 35 63 010		Other Improvements	2,657.25	
7220	10/14/2015	Claims	2	182430	McLoughlin & Eardley Corp		657.81
			501 - 594 21 64 501		Vehicles - Police	657.81	
7221	10/14/2015	Claims	2	182431	Mid-American Research Chem		134.50
			103 - 542 30 31 000		Operating Supplies	134.50	
7222	10/14/2015	Claims	2	182432	Jack R Moore		2,099.96
			001 - 524 20 41 000		Professional Services	2,099.96	
7223	10/14/2015	Claims	2	182433	Motor Trucks Inc		5,142.84
			425 - 531 50 48 000		Repairs/Maintenance	839.27	
			412 - 537 50 48 000		Repairs/maint-equip	4,303.57	
7224	10/14/2015	Claims	2	182434	N C Machinery Co		1,503.40
			103 - 542 30 48 010		Repair/Maintenance-Equip	1,503.40	
7225	10/14/2015	Claims	2	182435	National Geographic		34.00
			105 - 594 72 64 000		Books & Materials	34.00	
7226	10/14/2015	Claims	2	182436	Patsy Nelson		342.13
			001 - 514 23 43 000		Meals/Travel	342.13	
7227	10/14/2015	Claims	2	182437	North Hill Resources Inc		2,093.71
			412 - 537 60 47 020		Site Yard Waste Disposal	660.00	
			412 - 537 60 47 020		Site Yard Waste Disposal	1,200.00	
			101 - 576 80 31 000		Operating Sup - Metcalf Park	233.71	
7228	10/14/2015	Claims	2	182438	Nuca Of Washington		1,410.00
			401 - 535 80 49 030		Misc-Tuition/Registration	375.00	

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					103 - 542 30 49 030 - Misc-Tuition/Registration	375.00	
					103 - 542 30 49 030 - Misc-Tuition/Registration	660.00	
7229	10/14/2015	Claims	2	182439	Oasys		2,621.94
					001 - 514 23 45 000 - Operating Rentals/Leases	1,340.33	
					001 - 524 20 31 000 - Off/Oper Supps & Books	330.38	
					001 - 558 60 31 000 - Supplies/Books	330.38	
					105 - 572 20 48 020 - Repair/Maintenance-Equip	290.47	
					001 - 595 10 31 000 - Supplies	330.38	
7230	10/14/2015	Claims	2	182440	Office Depot		76.91
					001 - 558 60 31 000 - Supplies/Books	76.91	
7231	10/14/2015	Claims	2	182441	Oliver-Hammer Clothes		292.90
					103 - 542 30 35 010 - Safety Equipment	146.45	
					103 - 542 30 35 010 - Safety Equipment	146.45	
7232	10/14/2015	Claims	2	182442	Orca Pacific Inc		650.73
					401 - 535 80 31 020 - Op Supplies-Chemicals	650.73	
7233	10/14/2015	Claims	2	182443	Robert Osborne		1,575.00
					001 - 524 20 41 000 - Professional Services	1,575.00	
7234	10/14/2015	Claims	2	182444	Pat Rimmer Tire Ctr Inc		1,655.18
					412 - 537 50 48 000 - Repairs/maint-equip	52.10	
					412 - 537 50 48 000 - Repairs/maint-equip	297.33	
					412 - 537 50 48 000 - Repairs/maint-equip	1,119.74	
					412 - 537 50 48 000 - Repairs/maint-equip	21.70	
					412 - 537 50 48 000 - Repairs/maint-equip	114.74	
					101 - 576 80 48 021 - Equipment	15.19	
					101 - 576 80 48 021 - Equipment	34.38	
7235	10/14/2015	Claims	2	182445	Port of Skagit County		25,000.00
					001 - 558 70 41 010 - Professional Services	25,000.00	
7236	10/14/2015	Claims	2	182446	Protech Automotive		1,041.71
					103 - 542 30 48 010 - Repair/Maintenance-Equip	1,041.71	
7237	10/14/2015	Claims	2	182447	Public Utility Dis No1		1,557.15
					001 - 521 20 47 000 - Public Utilities	23.35	
					401 - 535 80 47 000 - Public Utilities	338.48	
					102 - 536 20 47 000 - Public Utilities	38.68	
					412 - 537 80 47 000 - Public Utilities	45.78	
					103 - 542 63 47 000 - Public Utilities	49.62	
					105 - 572 20 47 000 - Public Utilities	50.18	
					101 - 576 80 47 000 - Riverfront	280.02	
					101 - 576 80 47 040 - Train	23.35	
					101 - 576 80 47 050 - Hammer Square	107.12	
					101 - 576 80 47 051 - Bingham / Memorial	80.29	
					101 - 576 80 47 053 - Other Utilities	57.29	
					101 - 576 80 47 070 - City Hall	462.99	
7238	10/14/2015	Claims	2	182448	Puget Sound Energy		22,182.97
					001 - 521 20 47 000 - Public Utilities	63.57	
					001 - 522 50 47 000 - Public Utilities	136.33	
					425 - 531 50 47 000 - Public Utilities	107.36	
					401 - 535 80 47 000 - Public Utilities	9,246.02	
					102 - 536 20 47 000 - Public Utilities	44.97	
					412 - 537 80 47 000 - Public Utilities	108.13	
					103 - 542 63 47 000 - Public Utilities	74.24	
					103 - 542 63 47 000 - Public Utilities	6.60	
					103 - 542 63 47 000 - Public Utilities	89.70	
					103 - 542 63 47 000 - Public Utilities	7,703.71	
					108 - 557 30 41 000 - Advertising	21.40	

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			105 - 572 20 47 000		Public Utilities	337.49	
			101 - 576 80 47 000		Riverfront	931.53	
			101 - 576 80 47 010		Community Center	123.74	
			101 - 576 80 47 020		Senior Center	471.10	
			101 - 576 80 47 040		Train	42.06	
			101 - 576 80 47 050		Hammer Square	171.83	
			101 - 576 80 47 051		Bingham / Memorial	52.14	
			101 - 576 80 47 052		Bingham Caretaker	94.59	
			101 - 576 80 47 052		Bingham Caretaker	15.41	
			101 - 576 80 47 053		Other Utilities	10.81	
			101 - 576 80 47 070		City Hall	2,330.24	
7239	10/14/2015	Claims	2	182449	Quiring Monuments Inc		210.00
			102 - 536 20 34 000		Liners	105.00	
			102 - 536 20 34 000		Liners	105.00	
7240	10/14/2015	Claims	2	182450	Rehrig Pacific Company		1,708.88
			412 - 537 80 34 000		Containers - Garbage	1,708.88	
7241	10/14/2015	Claims	2	182451	Ri-Tec Industrial Products		208.00
			412 - 537 80 31 000		Operating Supplies	208.00	
7242	10/14/2015	Claims	2	182452	Ricoh USA Inc		331.98
			001 - 521 20 48 000		Repairs & Maintenance	90.04	
			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	90.04	
7243	10/14/2015	Claims	2	182453	Rodda Paint Co		161.17
			412 - 537 80 34 000		Containers - Garbage	161.17	
7244	10/14/2015	Claims	2	182454	School Library Journal		136.99
			105 - 594 72 64 000		Books & Materials	136.99	
7245	10/14/2015	Claims	2	182455	Scientific Supply		207.36
			401 - 535 80 31 010		Operating Supplies	207.36	
7246	10/14/2015	Claims	2	182456	Sedro-Woolley Auto Parts		1,797.87
			001 - 521 20 48 010		Repair & Maint - Auto	5.48	
			001 - 522 20 48 000		Repairs/Maint-Equip	38.89	
			401 - 535 50 48 040		Maintenance Of Vehicles	63.45	
			401 - 535 50 48 040		Maintenance Of Vehicles	5.43	
			401 - 535 50 48 040		Maintenance Of Vehicles	141.77	
			401 - 535 50 48 050		Maint Of General Equip	2.98	
			102 - 536 20 31 010		Operating Supplies	20.60	
			102 - 536 20 35 000		Small Tools/Minor Equip	33.72	
			412 - 537 50 48 000		Repairs/maint-equip	14.58	
			412 - 537 50 48 000		Repairs/maint-equip	4.87	
			412 - 537 50 48 000		Repairs/maint-equip	15.97	
			412 - 537 50 48 000		Repairs/maint-equip	433.96	
			412 - 537 50 48 000		Repairs/maint-equip	299.31	
			412 - 537 80 31 000		Operating Supplies	12.99	
			412 - 537 80 31 000		Operating Supplies	2.69	
			103 - 542 30 31 000		Operating Supplies	138.76	
			103 - 542 30 48 010		Repair/Maintenance-Equip	226.75	
			103 - 542 30 48 010		Repair/Maintenance-Equip	116.70	
			103 - 542 30 48 010		Repair/Maintenance-Equip	120.42	
			101 - 576 80 48 021		Equipment	59.22	
			101 - 576 80 48 021		Equipment	39.33	
7247	10/14/2015	Claims	2	182457	Sedro-Woolley School Dist		60,927.00
			621 - 586 00 00 621		School GMA Impact Fees	60,927.00	
7248	10/14/2015	Claims	2	182458	Sedro-Woolley Volunteer		11,754.00

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			001 - 522 20 11 010		Salaries-Volunteers	11,754.00	
7249	10/14/2015	Claims	2	182459	Sjostrom Law Office	2,185.83	
			425 - 531 50 31 000		Operating Supplies	87.43	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	1,420.79	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	677.61	
7250	10/14/2015	Claims	2	182460	Skagit Co Dist Court	2,550.00	
			001 - 512 50 51 000		Municipal Court Prob.	2,550.00	
7251	10/14/2015	Claims	2	182461	Skagit Co District Court	1,457.00	
			001 - 512 50 51 001		District Court Surcharge	1,457.00	
7252	10/14/2015	Claims	2	182462	Skagit Co Public Works	37,956.16	
			412 - 537 60 47 000		Solid Waste Disposal	37,956.16	
7253	10/14/2015	Claims	2	182463	Skagit County Auditor	640.00	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	320.00	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	320.00	
7254	10/14/2015	Claims	2	182464	Skagit County Government	4,526.35	
			001 - 518 80 41 000		Professional Services	1,034.26	
			001 - 521 20 51 020		Spillman System	3,492.09	
7255	10/14/2015	Claims	2	182465	Skagit County Treasurer	37,363.68	
			114 - 523 60 51 022		Jail Sales Tax Pass Through 2	37,363.68	
7256	10/14/2015	Claims	2	182466	Skagit Farmers Supply	405.62	
			001 - 521 20 31 002		Office/Operating Supplies	15.96	
			401 - 535 80 31 010		Operating Supplies	9.94	
			103 - 542 30 31 000		Operating Supplies	379.72	
7257	10/14/2015	Claims	2	182467	Skagit Hydraulics Inc	1,118.31	
			103 - 542 30 48 010		Repair/Maintenance-Equip	1,118.31	
7258	10/14/2015	Claims	2	182468	Skagit Law Group, PLLC	786.24	
			425 - 531 50 31 000		Operating Supplies	10.77	
			425 - 531 50 31 000		Operating Supplies	8.27	
			425 - 531 50 31 000		Operating Supplies	4.00	
			425 - 531 50 31 000		Operating Supplies	4.00	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	175.18	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	134.38	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	65.00	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	65.00	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	83.55	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	64.09	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	31.00	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	31.00	
			109 - 594 21 62 000		Seizure - Real Property	110.00	
7259	10/14/2015	Claims	2	182469	Skagit Publishing	216.28	
			001 - 558 60 41 010		Advertising	216.28	
7260	10/14/2015	Claims	2	182470	Skagit Regional Health	3,177.92	
			104 - 595 10 63 001		Eng SR9 Bike Ped Lucas-Parl	3,177.92	
7261	10/14/2015	Claims	2	182471	Skagit Soils	2,144.65	
			412 - 537 60 47 020		Site Yard Waste Disposal	2,144.65	
7262	10/14/2015	Claims	2	182472	Skagit Valley Signs	591.33	
			501 - 594 21 64 501		Vehicles - Police	591.33	
7263	10/14/2015	Claims	2	182473	Solid Waste Systems Inc	907.72	
			412 - 537 50 48 000		Repairs/maint-equip	907.72	
7264	10/14/2015	Claims	2	182474	Staples Business Advantage	266.52	

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			001 - 521 20 31 002		Office/Operating Supplies	39.89	
			001 - 521 20 31 002		Office/Operating Supplies	51.16	
			001 - 521 20 31 002		Office/Operating Supplies	14.74	
			412 - 537 80 31 000		Operating Supplies	14.79	
			412 - 537 80 31 000		Operating Supplies	145.94	
7265	10/14/2015	Claims	2	182475	Summit Law Group		28.00
			001 - 515 30 41 000		Professional Services	28.00	
7266	10/14/2015	Claims	2	182476	TKE Corp		1,317.62
			101 - 576 80 48 016		City Hall	1,317.62	
7267	10/14/2015	Claims	2	182477	Taste Of Home		31.98
			105 - 594 72 64 000		Books & Materials	31.98	
7268	10/14/2015	Claims	2	182478	Payment Center Thomson Reuters -- West		257.09
			001 - 515 30 41 002		Westlaw Services	257.09	
7269	10/14/2015	Claims	2	182479	Traffic Safety Supply Co		241.69
			103 - 542 30 48 000		Repair/Maint-Streets	241.69	
7270	10/14/2015	Claims	2	182480	True Value		405.20
			001 - 522 20 31 000		Operating Supplies	6.50	
			001 - 522 20 31 000		Operating Supplies	19.52	
			001 - 522 50 48 010		Repairs/Maint-Dorm	24.92	
			001 - 523 20 31 000		Office/Operating Supplies	24.94	
			401 - 535 80 31 010		Operating Supplies	13.00	
			401 - 535 80 31 010		Operating Supplies	2.60	
			401 - 535 80 31 020		Op Supplies-Chemicals	3.23	
			102 - 536 20 31 010		Operating Supplies	15.48	
			412 - 537 80 31 000		Operating Supplies	46.63	
			412 - 537 80 31 000		Operating Supplies	85.09	
			103 - 542 30 48 010		Repair/Maintenance-Equip	11.23	
			101 - 576 80 31 000		Operating Sup - Metcalf Park	-6.18	
			101 - 576 80 31 000		Operating Sup - Metcalf Park	20.59	
			101 - 576 80 31 006		Operating Sup - City Hall	17.27	
			101 - 576 80 31 009		Operating Sup - Bingham Par	32.54	
			101 - 576 80 48 004		Community Center	13.01	
			101 - 576 80 48 004		Community Center	23.85	
			101 - 576 80 48 016		City Hall	50.98	
7271	10/14/2015	Claims	2	182481	US Bank St. Paul CM-9690		850.00
			230 - 592 21 83 230		Bond Interest-GO Bonds	425.00	
			407 - 592 35 83 407		Bond Interest	425.00	
7272	10/14/2015	Claims	2	182482	Univar USA Inc		1,491.88
			401 - 535 80 35 020		Solids Handling	1,491.88	
7273	10/14/2015	Claims	2	182483	Verizon Wireless		2,142.75
			001 - 513 10 42 020		Telephone	8.57	
			001 - 514 23 42 020		Telephone	8.57	
			001 - 515 30 42 001		Telephone	8.57	
			001 - 518 80 42 020		Telephone	10.72	
			001 - 521 20 42 020		Telephone	518.11	
			001 - 521 20 42 020		Telephone	142.00	
			001 - 521 20 42 020		Telephone	132.83	
			001 - 522 20 42 020		Telephone	738.18	
			001 - 522 20 42 020		Telephone	73.16	
			401 - 535 80 42 030		Nextel Cell Phones	44.64	
			401 - 535 80 42 030		Nextel Cell Phones	169.79	
			102 - 536 20 42 020		Telephone	36.87	
			412 - 537 80 42 025		Nextel Cell Phones	18.66	
			412 - 537 80 42 025		Nextel Cell Phones	21.42	

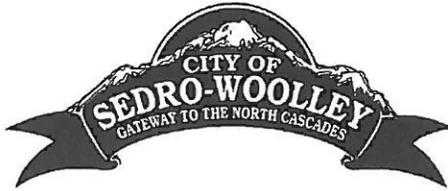
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City Of Sedro-Woolley
MCAG #: 0647

09/24/2015 To: 10/14/2015

Time: 15:16:29 Date: 10/08/2015
Page: 11

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					103 - 542 30 42 020 - Telephone	94.28	
					101 - 576 80 42 020 - Telephone	74.48	
					101 - 576 80 42 020 - Telephone	8.57	
					001 - 595 10 42 025 - Cell Phones	18.33	
					001 - 595 10 42 025 - Cell Phones	15.00	
7274	10/14/2015	Claims	2	182484	Vogue Magazine	49.95	
					105 - 594 72 64 000 - Books & Materials	49.95	
7275	10/14/2015	Claims	2	182485	WA St Dept Of Prof Licen	165.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	165.00	
7276	10/14/2015	Claims	2	182486	Washington State Patrol	534.00	
					001 - 521 10 51 040 - Access Fees	534.00	
7277	10/14/2015	Claims	2	182487	Washington Tractor	222.95	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	47.10	
					101 - 576 80 48 021 - Equipment	52.54	
					101 - 576 80 48 021 - Equipment	123.31	
7278	10/14/2015	Claims	2	182488	Waste Management Of Skgt	8,140.62	
					412 - 537 60 47 010 - Curbside Recycling Disposal	8,140.62	
7279	10/14/2015	Claims	2	182489	Wastequip, LLC	1,872.84	
					412 - 537 80 34 000 - Containers - Garbage	1,872.84	
7280	10/14/2015	Claims	2	182490	Western Peterbuilt	2,432.49	
					412 - 537 50 48 000 - Repairs/maint-equip	2,350.48	
					412 - 537 50 48 000 - Repairs/maint-equip	82.01	
7281	10/14/2015	Claims	2	182491	Womer & Associates Inc	600.00	
					001 - 522 20 41 000 - Professional Services	300.00	
					001 - 522 20 41 000 - Professional Services	300.00	
7282	10/14/2015	Claims	2	182492	Wood's Logging Supply Inc	525.62	
					001 - 522 20 48 000 - Repairs/Maint-Equip	262.77	
					001 - 523 20 31 000 - Office/Operating Supplies	45.57	
					401 - 535 50 48 020 - Maint Of Pumping Equip	182.59	
					102 - 536 20 31 010 - Operating Supplies	34.69	
						001 Current Expense Fund	84,360.43
						101 Parks & Facilities Fund	12,415.21
						102 Cemetery Fund	777.46
						103 Street Fund	27,107.73
						104 Arterial Street Fund	8,296.42
						105 Library Fund	2,361.68
						108 Stadium Fund	21.40
						109 Special Investigation Fund	110.00
						114 Law Enforcement Sales Tax	37,363.68
						230 1996 G/O Bond Redemption Fund	425.00
						311 Parks Impact Fee Reserve Fund	11.45
						401 Sewer Fund	30,483.30
						407 1998 Sewer Revenue Bond Fund	425.00
						412 Solid Waste Fund	76,002.11
						425 Stormwater	2,759.91
						501 Equipment Replacement Fund	1,333.77
						621 Suspense Fund	60,927.00
						630 Transportation Benefit District	60.00
						Claims:	345,241.55
* Transaction Has Mixed Revenue And Expense Accounts						345,241.55	



CITY COUNCIL AGENDA
REGULAR MEETING

OCT. 14 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) 855-0771
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Professional Services Agreement No. 2015-PS-07 On-Call Traffic Modeling**
DATE: October 7, 2015 (for Council action October 14, 2015)

ISSUE

Should Mayor Anderson execute the attached Amendment No. 1 to Professional Services Agreement No. 2015-PS-07 to increase the maximum cost to \$75,000, and to extend the time of completion to December 31, 2016?

Should council authorize Public Works Director Mark Freiberger to issue Task Order No. 2 for the 2016 Transportation Plan Update in the amount not to exceed \$54,539?

BACKGROUND/DISCUSSION On January 1, 2015, the city executed Professional Services Agreement 2015-PS-07 with Transportation Solutions, Inc. in the amount not to exceed \$20,000 to provide on-call traffic modeling services related to the city's transportation plan. TSI is a full services engineering consultant specializing in traffic modeling and analysis.

As part of the 2016 Comprehensive Plan Update, the city's 2005 Transportation Plan element will require a complete update. Update of the plan is required before mid-2016. Staff proposes to utilize TSI's services to update the 2005 Transportation Plan. This work is beyond the ability of Staff due to the complex modeling and analysis work involved. TSI was previously engaged by the Port, City and County partnership at the city's recommendation to provide the Sub-Area Transportation Plan for the Northern States Gateway Center (The Center) Environmental Impact Statement. This work has been completed, and included modeling for a significant portion of the city as potentially impacted by the proposed Northern States envisioning process. This work will directly impact the update of the larger Sedro-Woolley Transportation Plan, and greatly assist in it's completion.

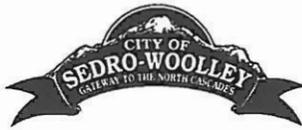
Attached is TSI's proposed Scope of Work and Budget. These have been incorporated into our existing Professional Services agreement as the attached Task Order 2. Also attached is Amendment 1, which increases the contract amount to allow for the Task Order 2 work, and extends the time of completion to December 31, 2016. Previously completed work under the Agreement totals \$3,659. With Task Order 2, the estimated expenses will be \$58,197, leaving \$16,803 for other work yet to be determined.

FINANCE This work will be covered by Account 104 Unrestricted funds. Work in 2015 is estimated at \$28,000, with the balance of \$25,539 in 2016. A budget Amendment will be required to update the 2015 Budget for this expense. The draft 2016 Budget includes the proposed amount for 2016. Both expenses have been addressed in the 2016 Draft Budget.

MOTION:

Move to authorize Mayor Anderson to execute Amendment No. 1 to Professional Services Agreement No. 2015-PS-07 to increase the maximum cost to \$75,000, and to extend the time of completion to December 31, 2016.

Move to authorize Public Works Director Mark Freiberger to issue Task Order 2 to Professional Services Agreement 2015-PS-07 for the 2016 Transportation Plan Update in the amount not to exceed \$54,539.



AMENDMENT NO. 1

To the ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-07
Dated January 1, 2015
Between The City of Sedro-Woolley, Washington
And Transportation Solutions Inc.

This Amendment revises the above contract as follows:

Section 6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates, not to exceed under this agreement
[X] **\$75,000.00** without prior approval of the Director of Public Works/City Engineer.
[X] Pursuant to the schedule set forth on **Exhibit A, "TSI 2015 Hourly Billing Rates"**
The Contractor shall be paid monthly on the basis of invoices for compensation earned by
the Contractor during the billing period, as agreed by the parties. Payment shall be made
within ten (10) days after approval of the voucher by the City council.

Section 8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2016.**

All other terms and conditions remain as per the original agreement.

DATED this **15th** day of **October, 2015.**

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

City Clerk

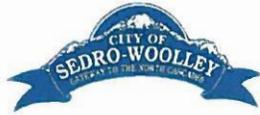
Approved as to Form:

City Attorney

CONTRACTOR:

Transportation Solutions Inc.

By: _____



TASK ORDER
CITY OF SEDRO-WOOLLEY
ON-CALL SERVICES

Task Order No. 2015-PS-07-TO-02

Task Title 2016 Comprehensive Plan Transportation Element update

Consultant Transportation Solutions, Inc.

Consultant Contact Victor Salemann,
PE Phone 425-867-4131 Email victors@tsinw.com

City Contact Mark Freiberger,
PE Phone 360-855-9933 Email mfreiberger@ci.sedro-woolley.wa.us

City Project No. 2016 Transpo Plan Update Budget (BARS) No. Engineering 595.10.41.000.520

Reimbursable? Yes, by _____
 No

DESCRIPTION OF TASK ASSIGNMENT

2016 Comprehensive Plan Transportation Element Update as described in Exhibit A Scope of Services and Exhibit B Fee Estimate.

Per attached scope of work.

Site Address or Location As noted above.

COMPENSATION

LUMP SUM – Compensation for services shall be a lump Sum of _____

TIME AND MATERIAL – Compensation for these services will be on a Time and Materials basis, not to exceed \$54,539 without written authorization.

Approved budget attached (If applicable.)

SCHEDULE The Consultant shall complete the services described above:

By March 31, 2016

In accordance with the attached schedule.

All provisions of the Agreement for On-Call Engineering Services dated January 1, 2015 shall be in full force and effect for this Task Order.

APPROVED

CITY OF SEDRO-WOOLLEY

By Mark Freiberger, PE

Signature _____

Title Director of Public Works

Date October 15, 2015

CONSULTANT

By Victor Salemann, PE

Signature _____

Title Principal

Date _____

Task Order 2015-PS-07-TO-02
Exhibit A
Scope of Services
City of Sedro-Woolley
Transportation Element Update

General

This scope of work is intended to support the City in the 2016 Update of the Comprehensive Plan. It is anticipated that TSI will provide travel demand forecasting, traffic operations analysis, graphics support and impact fee update assistance. TSI and the City will collaborate on the work with City staff assisting with field inventory and final document production.

Task 1 Project Management and QC

This task includes day to day management of staff, ongoing communication with the City, and preparation of monthly invoices and progress reports.

Task 2 Travel Demand Forecasting

This task includes the development of a travel demand forecasting model based upon the SCOG Regional model using VISUM software to forecast the traffic generated by the updated housing and employment forecast for the City.

Task 2.1 Collect and Review Citywide Traffic Counts

TSI completed this task under the 2015 On-call Contract Task Order 1. In addition, traffic counts already collected for the Draft Northern State EIS will be included.

Task 2.2 Collect Land Use Data

TSI will obtain housing, population, and employment data from the City, including the recently completed buildable lands inventory. Current and proposed zoning designations and boundaries will be provided by the City.

Task 2.3 Update 2015 VISUM Model

TSI will refine the SCOG model network adding more local streets to better represent travel patterns in the City. The SCOG model land use will be refined with City provided data. The traffic counts obtained in 2015 will be used to calibrate the 2015 City model.

Task 2.4 Develop Pipeline VISUM Forecasting Model

TSI will build a pipeline forecasting model that will include permitted, yet unbuilt developments to provide a near term assessment of traffic growth. This model will also form the basis for future development review and concurrency testing.

Task 2.5 Develop 2035 VISUM Forecasting Model and Evaluate 2035 City Land Use (3 Alts)

TSI will build a 2035 forecasting model that will include up to three land use alternatives based upon potential changes to land use in the City or its UGA's for a long term assessment of traffic growth.

Task 3 Level of Service Evaluation

This task provides for the development of citywide SYNCHRO operational models to provide Level of Service (LOS) calculations for all counted arterial intersections.

Task 3.1 Update Citywide 2015 Intersection and Link Operational Models

TSI will update the SYNCHRO LOS model developed for the North State EIS and add additional City intersections. 2015 O will be calculated for all counted intersections

Task 3.2 Develop Citywide Pipeline Intersection Operational Model

TSI will build a pipeline SYNCHRO LOS model that will include permitted, yet unbuilt developments to provide a near term assessment of traffic operations. This model will also for the basis for future development review and concurrency testing.

Task 3.3 Develop Citywide 2035 Intersection Operational Model

TSI will build a 2035 forecasting model that will include up to three land use alternatives based upon potential changes to land use in the City or its UGA's for a long term assessment of traffic growth.

Task 4 Transportation Impact Fee Rate Study Update

TSI will assist the city in updating the current impact fee to reflected updated land use and traffic forecasts, revised project needs, and updated project costs.

Task 5 Integrated Traffic Review and Concurrency Management Procedures (Optional)

If requested TIS will develop procedures for concurrency review using the updated travel demand and LOS models to provide a more consistent review of purposed developments in the city. This task is not included in the fee proposal at this time.

Task 6. Transportation Study Update and Comprehensive Plan Support

TSI will support the City in the update of the Transportation Element of the Comprehensive Plan. It is anticipated that TSI's role will focus on technical support and graphics updates for the Transportation Element.

Task 6.1 Document Land Use Assumptions for Model

TSI will document the land use assumptions used in the travel forecasts as required by GMA for internal consistency between the Land Use and Transportation Elements of the Comprehensive Plan.

Task 6.2 Update Inventory of Existing Transportation Facilities

TSI will update the following figures and tables based upon available data:

Study Area

Functional Classification

Current Volumes

Intersection Turning Counts

Non-Motorized Facilities (

Safety (Table 5

Transit Routes/Service

Freight Rail/Air

Task 6.3 Document Actions Needed to Bring Facilities in Compliance

TSI will prepare LOS for 2015 conditions using agreed HCM methodology and identify actions needed to meet LOS (if any) for current conditions. TSI will update text and graphics.

Task 6.4 Document Forecast Future Traffic Based on Land Use

TSI will document the modeling procedures used to generate the 2035 forecast.

Task 6.5 Document Local System and State Needs

TSI will develop an improvement list based upon the results of the 2035 LOS analysis for city and state facilities. TSI will update plan text and figures. Additional needs if any resulting from the Northwestern State EIS will be identified.

Task 6.6 Assist with Multi-Year Financing Plan Multi-Year Financing Plan (Optional)

If requested, TSI will assist with creating multi-year financing plan.

Task 7 Meetings and Public Involvement

TSI will attend up to three public meetings related to the Comprehensive Plan update.

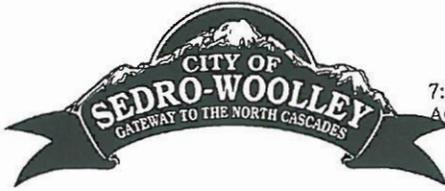
Fee Estimate
City of Sedro Woolley Transportation Element Update

TASK ORDER 2015-PS-07-TO-02

Anticipated Work Task(s)	Estimated Hours							Task Hours	Task Cost
	PIC \$225.00	PM \$235.00	Sr. Engr \$160.00	Engr \$130.00	Tech \$ 95.00	Admin \$ 95.00	Acct \$ 95.00		
Task 1 Project Management and QC	4	12				12	12	40	\$ 6,040.00
Task 2 Travel Demand Forecasting		6	128	0	0	0	0	134	\$ 21,890.00
Task 2.1 Collect and Review Citywide Traffic Counts <i>(Complete under On-call Task Order 1)</i>									\$ -
Task 2.2 Collect Land Use Data		1	12						\$ 2,155.00
Task 2.3 Update 2015 VISUM Model (Refine SCOG Network)		2	40						\$ 6,870.00
Task 2.4 Develop Pipeline VISUM Forecasting Model		1	16						\$ 2,795.00
Task 2.5 Develop 2035 VISUM Forecasting Model and Evaluate 2035 City Land Use (3 Alts)		2	60						\$ 10,070.00
Task 3 Level of Service Evaluation		1.5	0	24	0	0	0	25.5	\$ 3,472.50
Task 3.1 Update Citywide 2014 Intersection and Link Operational Models		0.5		4					\$ 637.50
Task 3.2 Develop Citywide Pipeline Intersection and Link Operational Models		0.5		8					\$ 1,157.50
Task 3.3 Develop Citywide 2035 Link and Intersection Operational Models		0.5		12					\$ 1,677.50
									\$ -
Task 4 Transportation Impact Fee Rate Study Update		12	32					44	\$ 7,984.00
									\$ -
Task 5 Integrated Traffic Review and Concurrency Management Procedures <i>(Optional)</i>									\$ -
									\$ -
Task 6. Transportation Study Update and Comprehensive Plan Support		15	52	0	0	5	0	72	\$ 12,320.00
Task 6.1 Document Land Use Assumptions for Model		4	4			1			\$ 1,675.00
Task 6.2 Update Inventory of Existing Transportation Facilities		2	12			1			\$ 2,485.00
Task 6.3 Document Actions Needed to Bring Facilities in Compliance		4	12			1			\$ 2,955.00
Task 6.4 Document Forecast Future Traffic Based on Land Use		1	12			1			\$ 2,250.00
Task 6.5 Document Local System and State Needs		4	12			1			\$ 2,955.00
									\$ -
Task 7 Meetings and Public Involvement		12						12	\$ 2,832.00
Totals	4	58.5	212	24	0	17	12	327.5	\$ 54,538.50
								Hours Total	Cost Total

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 14 2015



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 28

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9933
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Amendment 6 to the Interlocal Agreement dated 10/18/2011 with Skagit County Conservation District Public Education & Involvement Project in support of the NPDES Phase II Stormwater Permit WAR-04-5555**

DATE: October 7, 2015 (for Council action October 14, 2015)

ISSUE:

Should the Council authorize Mayor Anderson to sign the attached Amendment 6 to the Interlocal Agreement with Skagit County Conservation District for activities related to NPDES Permit compliance in the amount of \$10,182.00, for a new total of \$54,545.00?

BACKGROUND:

The City entered into an Interlocal agreement with Skagit Conservation District on October 18, 2011 to provide public education and outreach efforts in conjunction with the other Skagit County agencies in support of our efforts to fulfill NPDES Stormwater Permit requirements. Utilizing SCD for this purpose fulfills our NPDES Permit obligations for these activities, allowing Staff to concentrate on other permit requirements.

When the SCD Interlocal was negotiated, we anticipated a one year agreement expiring on 12/31/2012, with a one time charge for all tasks, including 1-2 and 2-2. Previous Amendments 2 through 5 have extended the Agreement completion date to 12/31/2015 and increased the total reimbursable to \$44,362, which provided budget for authorized tasks through the fifth year of the Agreement.

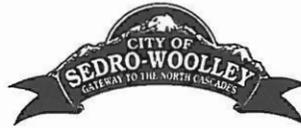
The proposed Amendment 6 will extend the agreement an additional year, through 12/31/2016, and increase the budget by \$10,182.00, for a new total of \$54,545. The estimated amounts per task are the same as allowed in the original agreement. For the past several years, SCD has not expended the full annual budget allowance, resulting in an approximate surplus to date of \$15,000.

ANALYSIS:

Amendment 6 adds additional budget for FY2016 totaling \$10,182.00, for a new agreement total of \$54,545.00. The work will be funded from Stormwater Utility funds or the FY2015-2016 Ecology Capacity Grant if the pending agreement is approved by the state.

MOTION:

Move to authorize Mayor Anderson to execute Amendment 6 to the Interlocal Agreement with Skagit County Conservation District for activities related to NPDES Permit compliance in the amount of \$10,182.00, for a new total of \$54,545.00.



AMENDMENT NO. 6

To the INTERLOCAL COOPERATIVE AGREEMENT
Dated October 18, 2011
Between The City of Sedro-Woolley, Washington
And Skagit Conservation District

This Amendment revises the above contract as follows:

Section 1 – General Purpose is revised added to this agreement as follows:

The City will reimburse the District in an amount not to exceed Fifty-Four Thousand Five Hundred and Forty-Five Dollars (\$54,545).

Section 3 – Terms of Agreement is revised added to this agreement as follows:

The term of this agreement shall be effective October 18, 2011 through December 31, 2016, unless terminated pursuant to the terms herein.

Section 4 – Manner of Payment is revised added to this agreement as follows:

4.3 The maximum funding to be provided by the City to the District pursuant to this Agreement is limited to a total amount not to exceed Fifty -Four Thousand Five Hundred and Forty-Five Dollars (\$54,545).

Exhibit A – Scope of Work and Schedule, Task 1-1 Host Two Private Stormwater Facility Maintenance Workshops is revised as follows:

Total Cost 2011-2016: \$7,500 (maximum annual cost \$1,500)

- Plus 10% Administrative Fee = \$8,250

Exhibit A – Scope of Work and Schedule, Task 1-2 Watershed Masters Volunteer Training Program is revised as follows:

Total Cost 2011-2016: \$9,910 (maximum annual cost \$1,955)

- Plus 10% Administrative Fee = \$10,901

Exhibit A – Scope of Work and Schedule, Task 2-1 Backyard Conservation Stewardship Short Course Program is revised as follows:

Total Cost 2011-2016: \$8,410 (maximum annual cost \$1,955)

- Plus 10% Administrative Fee = \$9,251

Exhibit A – Scope of Work and Schedule, Task 2-2 Resource Materials/Education for Local Schools is revised as follows:

Total Cost 2011-2016: \$6,600

Plus 10% Administrative Fee = \$7,260 (maximum annual cost \$1,100)

Exhibit A – Scope of Work and Schedule, Task 2-3 Stormwater Poster Contest for Local Youth is retitled “Miscellaneous” and is revised as follows:

Total Cost 2011-2016: \$6,662
Plus 10% Administrative Fee = \$7,328 (maximum annual cost \$787)

Exhibit A – Scope of Work and Schedule, Task 2-4 Stormwater Education Brochures and Fact Sheets is revised as follows:

Total Cost 2011-2016: \$9,800 (maximum annual cost \$1,960)
Plus 10% Administrative Fee = \$10,780

All other terms and conditions remain as per the original agreement.

Exhibit A – TOTAL ESTIMATED COSTS 2011-2015 ALL TASKS	\$44,362
Exhibit A – TOTAL ESTIMATED COST 2016 ONLY	\$10,182
Exhibit A – TOTAL ESTIMATED COSTS 2011-2016 ALL TASKS	\$54,545

DATED this ___th day of **October 2015**

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mike Anderson, Mayor

CONTRACTOR:

Skagit Conservation District

By: _____
Paul Blau, Chair

Mark Freiberger

From: Kristi <kristi@skagitcd.org>
Sent: Wednesday, September 30, 2015 11:46 AM
To: Mark Freiberger
Subject: Re: SCD Interlocal - NPDES Program Public Involvement and Education

Hello Mark! Thank you so much for the reminder - I have been meaning to get back to you. It looks like we should come very close to the \$10,182 by the end of the year with Watershed Masters in progress and I am planning on getting another brochure/fact sheets out. And, yes, we would be interested in continuing the partnership next year as well. We just renewed these contracts with Skagit County and Anacortes for a couple more years (those contracts were on a different cycle and expired in August). There is one change that we have made on the other contracts. Cindy, my co-worker, hasn't had very good response for the poster contests. I think the reason is because we actually host another poster contest each year through our national association of conservation districts. The topic rotates each year with the following categories: soils, water, forests, and habitat, thus a similar theme. Thus, with the other cities & county we changed Task 2.3 to "**Miscellaneous**" - this will allow us to support activities that sometimes arise through the STORM group, such as the "Don't Drip and Drive" campaign or other priorities that come up. There has been discussion about hosting some educational forums for contractors to provide information on the 2016 LID requirements also. Thus, it would be great if we could make the same change on the Sedro-Woolley contract so they are all the same. Wording for Task 2.3 incorporated into our new County NPDES Education contract is provided below:

Task 2.3 Miscellaneous

Assist (Skagit County) with other related programs or tasks on an as needed basis upon mutual agreement between (Skagit County) and Skagit Conservaiton District

Required Tasks & Deliverables

To be determined as agreed to between the parties

This wouldn't change the amount of funds allocated to that task or to the overall contract. Let me know if that sounds okay to you. And, if you have questions, don't hesitate to contact me. Thanks so much, Mark!

Kristi Carpenter
Skagit Conservation District
2021 E. College Way, Suite #203
Mount Vernon, WA 98723
(360) 428-4313

On 9/30/2015 8:58 AM, Mark Freiberger wrote:
Good morning, Kristi,

Can you respond to the email below?

Thanks,

Mark A. Freiberger, PE
Director of Public Works
325 Metcalf
Sedro-Woolley, Washington 98284
Telephone: 360-855-9933
Cel: 360-661-6445

From: Mark Freiberger
Sent: Friday, September 18, 2015 3:52 PM
To: 'Kristi'
Cc: Julie Rosario; Carolyn Kelley (carolyn@skagitcd.org)
Subject: SCD Interlocal - NPDES Program Public Involvement and Education

Good afternoon, Kristi,

I am working on our 2016 Budget and wanted to touch base with you on the ILA. At this time, I show the following:

Contract Total through Amendment 5.....\$44,362
Expenditures through August 2015.....\$28,679.45
Balance Remaining.....\$15,682.55
Contract Expiration DateDecember 31, 2015

We have been budgeting about \$10,1852 per year. Actual billings have been somewhat less, with 2014 coming in at \$7,360. Billings in 2015 total \$5,804.67 to date.

Please take a look at the budget and let me know how much additional expense you anticipate for 2015.

Also, I am willing to issue another amendment to extend the agreement through 2016 if that works for you. Please look at the agreement and let me know if we need to adjust any of the tasks. It looks like Tasks 2-1 and 2-5 are somewhat over budget, but overall the contract is fine.

Thank you,

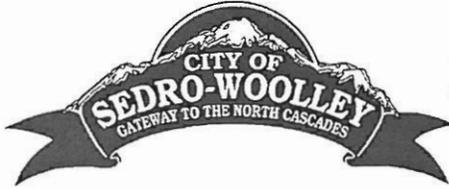
Mark A. Freiberger, PE
Director of Public Works
325 Metcalf
Sedro-Woolley, Washington 98284
Telephone: 360-855-9933
Cel: 360-661-6445

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 14 2015

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

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



Eron M. Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Interlocal Agreement between the City, County and Port regarding Northern State
DATE: October 14, 2015

ISSUE: Should the Council approve the attached amended interlocal agreement and authorize the Mayor to sign it?

BACKGROUND: The collaboration between the Port, Skagit County, the City and the State continue with the redevelopment of the old Northern State campus. The attached first amended interlocal adds a new provision to our existing interlocal agreement to jointly fund the design phase work on Fruitdale Road. Specifically, the project limits would run from McGarigle on the south to SR 9 Kalloch Road on the north. The project will include shoulder and sight distance improvements from SR 9 to the city's limits, arterial reconstruction from the city's limits to the entrance to the campus, a new roundabout intersection at the entrance to the campus and sidewalks on both sides of Fruitdale Road from the campus to McGarigle Road.

Skagit County and the Port have each committed to \$60,000 in design phase funding for this project with another \$120,000 expected from the developer (design phase budget is \$300,000). The city is committed to \$30,000 in cash (from our Portobello area special impact fees) and another \$30,000 in in-kind support from Mark and David. Additionally, the city expects to spend as much as an additional \$100,000 in special traffic fees to actually build the portion of this project that runs from the entrance of Northern State to McGarigle Road.

The timeline is tight as we need to have a design selection process and design underway to allow adequate time to have the design completed, ROW certified and environmental review complete in time for a possible TIB application next August. Additionally, I am expecting that one or more of the parties will seek 9/10th funds from Skagit County during a spring call for projects. These improvements are necessary for the redevelopment of the Northern State campus.

REQUEST FOR ACTION:

1. Motion to authorize the Mayor to sign the attached amended interlocal agreement with the Port of Skagit and Skagit County regarding Northern State, subject to final review and revisions by the city attorney.

**FIRST AMENDMENT TO
AMENDED INTERLOCAL AGREEMENT
REGARDING NORTHERN STATE**

THIS FIRST AMENDMENT TO THE AMENDED INTERLOCAL AGREEMENT REGARDING NORTHERN STATE (“**Agreement**”) is made and entered into as of this _____ day of _____, 2015 (the “**Effective Date**”), by and between the PORT OF SKAGIT COUNTY (“**Port**”), SKAGIT COUNTY (“**County**”) and the CITY OF SEDRO-WOOLLEY (“**City**”) (hereinafter referred to individually each as the “**Party**” and collectively as the “**Parties**”).

RECITALS

A. RCW 39.34.010 envisions that local government will cooperate with the goal of providing services and facilities that meet the needs of the community.

B. RCW 39.34.080 authorizes public agencies to enter into contracts with one another to “perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform.”

C. The Port, County, and City entered into an Amended Interlocal Agreement Regarding Northern State (“Amended Agreement”) effective February 27, 2015, the purpose of which was to create a cooperative relationship aimed at the Port’s review and study of the Northern State property (herein after referred to as “The Center for Innovation and Technology in the Pacific Northwest”¹ or “the Center”) with the goal of establishing a collective, long-range vision for the Center that will meet the needs of the community served by the Parties.

D. Pursuant to the Amended Agreement, the City initiated annexation procedures upon request by the Department of Enterprise Services (DES) and annexation is now complete.

E. Pursuant to the Amended Agreement, using funding provided the Parties and an Advanced Planning Grant awarded by the Washington State Department of Commerce, the Parties have completed technical studies and have prepared planning documents for the Center,

¹ This is a placeholder name at this time.

including a draft Subarea Plan and draft Planned Action Environmental Impact Statement which draft documents were released on September 18, 2015 for public review and comment.

F. Completion of the technical studies and preparation of draft planning documents have identified the following as necessary for future development at the Center:

- Improvements to Fruitdale Road from SR 9 to McGarigle, including a new intersection at the entrance to the Center and sidewalks from that intersection to McGarigle;
- Maintenance of an existing on-site service road for use as emergency access; and
- Update to Skagit County Parks Comprehensive Plan for the Northern State Recreation Area (NSRA) to include passive recreation trail connectivity of the current NSRA to the Center area to be annexed.

G. The Parties desire to work collaboratively to plan for and implement the necessary improvements identified above and are therefore amending the Amended Agreement to address these needs; all other terms of the Amended Agreement shall remain the same.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants in this Agreement, the Parties agree as follows:

1. Parties. The Parties' roles and responsibilities with respect to this First Amendment to the Amended Interlocal Agreement regarding the Center for Innovation and Technology in the Pacific Northwest, are as follows:

- a. **Port.** The Port does not presently own or manage any part of the Center, but it has submitted a proposal to the DES proposing to obtain control of the property utilizing leases and eventual transfer of ownership to the Port in logical phases to accommodate forecasted demand for facilities and real property. The Port will:
 - i. Provide and install a gate at the Fruitdale Road entrance to the existing service road at the Center so as to allow for emergency access.
 - ii. Seek funding from the legislature for design and construction of maintenance work necessary for the existing service road at the Center.
 - iii. Provide funding to the City for design of improvements to Fruitdale Road as detailed in Exhibit A attached.
 - iv. Support the City and or County in any funding applications submitted for Fruitdale Road improvements.

b. **County.** The County does not presently own or manage any part of the Center, but does own and manage the adjacent Northern State Recreation Area (NSRA),

FIRST AMENDMENT TO AMENDED INTERLOCAL AGREEMENT REGARDING NORTHERN STATE
PORT OF SKAGIT COUNTY
SKAGIT COUNTY
CITY OF SEDRO-WOOLLEY

a portion of which is included in the designated Northern State Hospital Historic District listed on the National Register of Historic Places. The County will:

- i. Collaborate with the City on preparation of design of improvements to Fruitdale Road, specifically the portion of Fruitdale located from the city's limits to Kalloch Road and Kalloch to SR 9.
 - ii. Provide funding for the design of improvements to Fruitdale Road as detailed in Exhibit A attached.
 - iii. Collaborate with the City to develop and implement a funding strategy for construction of Fruitdale Road improvements.
 - iv. Execute a subsequent agreement with the City to address the construction phase work for the improvements to Fruitdale Road that are outside of the City.
 - v. Update its Skagit County Parks Comprehensive Plan for the NSRA to include passive recreation trail connectivity of the current NSRA to the Center area to be annexed.
- c. **City.** The City does not presently own or manage any portion of the Center, but the Center is now within the city limits of the City, following approval of annexation by the City Council on September 9, 2015. The City will:
- i. Collaborate with the County on preparation of design of improvements to Fruitdale Road.
 - ii. Select and hire a qualified professional(s) to complete design of improvements to Fruitdale Road.
 - iii. Provide funding for the design of improvements to Fruitdale Road as detailed in Exhibit A attached.
 - iv. Collaborate with the County to develop and implement a funding strategy for construction of Fruitdale Road improvements.
 - v. Execute a subsequent agreement with the County to address the construction phase work for the improvements to Fruitdale Road that are outside of the City.

2. **Assumptions.** In entering into this Agreement the Parties recognize the following collective assumptions which serve as a framework for this Agreement:

- a. Design of the following necessary improvements to Fruitdale Road as identified in the Transportation Analysis prepared by TSI and by City and County staff is roughly estimated to cost \$300,000:
 - a. Realignment of the road at the existing slide area north of the Center and improvement to arterial standards;
 - b. Complete sidewalks on both sides of the road south of the Center to McGarigle Road;

- c. Realignment of the entrance to the Center from Fruitdale Road with a new intersection; and
 - d. Improved road shoulders and sight distance improvements to the north of the Center on Fruitdale to Kalloch and on Kalloch to SR 9.
- b. Fruitdale Road will be reclassified as a designated arterial for the purpose of obtaining a federal route identification number. This reclassification will be accomplished outside of the design and construction of the Fruitdale Road improvements contemplated in this Agreement.
 - c. The funding plan detailed in Exhibit A is for preliminary design of the Fruitdale Road improvements. It is contingent on Janicki Bioenergy sharing in design expenses of \$120,000 for full design of Fruitdale Road improvements arising from this Agreement, including consultant and professional fees and costs. Janicki Bioenergy's contribution to the design of the Fruitdale Road improvements will be recognized as developer required costs, but is in addition to and separate from any impact fees that may be imposed by the City.
 - d. Upon Completion of design of the Fruitdale Road improvements, the City and County will collaborate to implement their jointly-developed funding strategy for construction of the road improvements. An element of the funding strategy is anticipated to be the State granting the City necessary right of way for the entry road realignment.
 - e. DES will cooperate with the Parties for maintenance of the existing access road by providing access to the area and a staging area for use during maintenance.
 - f. The Parties will each share in the expenses arising from this Agreement, including consultant and professional fees and costs, as set forth in Exhibit A, or as otherwise agreed in writing by the Parties.

3. Term and Termination. This Agreement takes effect upon execution of this Agreement by the Parties and continues through December 31, 2016, unless sooner terminated pursuant to the terms herein. Thereafter, this Agreement will automatically extend for additional terms of one (1) year each, unless one Party provides notice to the other Parties of its intent to withdraw from the Agreement no later than sixty (60) days prior to the end of the then-current term. The initial term and each subsequent term are subject to earlier termination by any Party, at any time with or without cause, upon providing forty-five (45) days' notice to the other Party.

4. Budget; Funding. The Parties have established a budget for the work identified in this Agreement. The cost sharing schedule for the work identified in this Agreement is attached as Exhibit A. Any costs incurred by any Party on behalf of the Parties, including but not limited to, the cost of carrying out the activities described in this Agreement in excess of the

amounts detailed in Exhibit A must be approved by the Parties in advance and shall be allocated among the Parties on the basis of a methodology agreed upon by the Parties.

5. Schedule. The Parties have established a schedule for the work identified in this Agreement which schedule is attached as Exhibit A.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date set forth above.

PORT OF SKAGIT

CITY OF SEDRO-WOOLLEY

Bill Shuler, Commissioner

By: _____
Mike Anderson, Mayor

Steve Omdal, Commissioner

ATTEST

Kevin Ware, Commissioner

Patsy Nelson, Finance Director

APPROVED AS TO FORM:

Eron Berg, City Supervisor/Attorney

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

Kenneth A. Dahlstedt, Chairman

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

FIRST AMENDMENT TO AMENDED INTERLOCAL AGREEMENT REGARDING NORTHERN STATE
PORT OF SKAGIT COUNTY
SKAGIT COUNTY
CITY OF SEDRO-WOOLLEY

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"

COST SHARING SCHEDULE

Design of Fruitdale Road Improvements:

Port	\$60,000
County	\$60,000
City	\$60,000*
Janicki BioEnergy	\$120,000

*Fifty percent of which will be cash contribution, and fifty percent will be City staff professional engineer time for project management.

TIME SCHEDULE

October 13, 2015	Sign First Amendment to Amended Interlocal	Port
October 14, 2015	Sign First Amendment to Amended Interlocal	City
October 19, 2015	Sign First Amendment to Amended Interlocal	County
November 30, 2015	Budget request submitted to State Legislator(s) for emergency access road maintenance	Port
November 30, 2015	Janicki sign lease agreeing to contribute necessary funds	Port
November 30, 2015	Consultant under contract for design of Fruitdale Road improvements	City
July 1, 2016	Design of Fruitdale Road improvements complete	City
August 2016	Applications for funding submitted for Fruitdale Road improvement construction pursuant to the City and County jointly developed funding plan	City / County

OCT 14 2015

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 29

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 Continental Place, Suite 100
MOUNT VERNON, WA 98273

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY
AND
THE CITY OF SEDRO WOOLLEY
PROVISION OF COMMUNITY SERVICES
Calendar Year 2016

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

1. **PURPOSE:** The County operates a **Senior Services Program, within the department of Public Health**, and employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to seniors. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older. As a result of other contractual Agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an Agreement whereby the County will furnish to the City certain administrative and professional services and the City will pay for the services so performed. This Agreement is general in nature and reflects the broad responsibilities the County has for the provision of services to seniors. Attached to this Agreement and incorporated by reference is **Exhibit "A" Provision of Community Services for the Sedro Woolley Senior Center** relating to the specific provisions for the delivery of services to the Senior Services program.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this Agreement, the County will furnish administrative and professional services to the City; said services to consist primarily of the following **Program Services for Seniors:**

A. Nutritional Services

1. Congregate meals: Hot, nutritionally balanced noon-time meals are served at the Senior Center.
2. Home-delivered meals: Seniors over the age of 60 who are homebound and unable to prepare meals for themselves or attend a Senior Center may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound seniors on weekdays. Meal delivery can be a temporary or an on-going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition program make initial home visits to assess the extent of the need for home-delivered meal service. Periodic reassessments are conducted to re-evaluate need.
3. A liquid food supplement is available to seniors with special nutritional needs.

B. Senior Center

1. The County provides comprehensive Senior Service programs at community focal points identified as Community/Senior Centers. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local senior citizens in the formulation of programs.
3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2016 through December 31, 2016.
4. MANNER OF FINANCING AND INSURANCE: The City shall pay for the services provided in this Agreement the sum of **twenty thousand four hundred forty-one dollars (\$20,441.00)**. One-fourth of the amount shall be due at the end of each quarter, that being March 31, June 30, September 30, December 31, 2016 and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at any time, if desired by the City.
5. ADMINISTRATION: Senior programs will function according to policies and procedures of Skagit County and in accordance with the Federal guidelines for Older Americans Act and Senior Citizen Service Act grants. These policies, guidelines and budgets will be monitored and evaluated by County Administrative staff. The County will provide supervisory and general staff to conduct and coordinate comprehensive Senior Services. With the signing of this intergovernmental Agreement, the delivery of programs to seniors shall be a function of the County, managed by the Department of Public Health.

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- A. The County's representatives shall be the Director of Public Health, Community Services Manager and the Senior Center Coordinator.
 - B. The City's representative shall be _____ and _____.
6. OPERATION: The County will be responsible for locating an appropriate site for the delivery of direct senior services. Sites will be obtained through facility donations, building rental or acquisition. The County will be responsible to purchase necessary supplies for the efficient operation of site offices.
- A. The County will provide necessary general liability insurance for County-owned facilities utilized in the Senior Services program.
 - B. The County will maintain an active Countywide Communications Network to aid the seniors in securing services, assistance and information.
7. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
8. INDEMNIFICATION: County covenants and agrees to hold the City harmless from and to pay and defend any claims, causes of action, and suits for damage occurring as a result of the use of the leased premises for the operation of this agreement except of such claims, causes of action and suits for damages based on negligence of the City. It is further understood and agreed that the County and its employees are acting as independent contractors in the performance of the agreement and are in no way employees or agents of the City of Sedro-Woolley. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County or City by reason of entering into this contract except as expressly provided herein.
9. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
10. CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS: This Agreement may be changed, modified, amended or waived only by written Agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

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

13. OTHER PROVISIONS:

A. Reports - Public Health reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in senior programs. The statistical information included in this report will define hours and/or units of service provided to the seniors and the cost for service provision. Annual reports will contain program narratives describing senior services.

B. Audit - The City may audit the records to assure that it is receiving full value in services for the consideration of services recited herein.

CITY OF SEDRO WOOLLEY:

Mike Anderson, Mayor

(Date _____)

Mailing Address:

City of Sedro Woolley
325 Metcalf Street
Sedro Woolley, WA 98284

DATED this ____ day of _____, 2015.

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

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

INTERLOCAL AGREEMENT
Page 5

EXHIBIT "A"
PROVISION OF COMMUNITY SERVICES FOR
THE SEDRO WOOLLEY SENIOR CENTER
COMMENCING JANUARY 1, 2016 - ENDING DECEMBER 31, 2016

PROGRAM SERVICES

1. **NUTRITION**

Skagit County Public Health
700 So. 2nd Street
Administration Bldg, Rm 301
Mount Vernon, WA 98273
Phone: (360) 416-1500

Sedro Woolley Senior Center
715 Pacific Street
Sedro Woolley, WA 98284
Phone: (360) 855-1531

Operating Hours: Congregate – M-F 12:00 p.m. – 1:00 p.m.
Home-Delivered – M-F 12:00 noon
(frozen weekend meals available)

Congregate Meals: Nutritionally balanced meals for seniors who are 60 years of age and older are served at 12:00 p.m. - 1:00 p.m. at the senior center. No reservations needed.

Estimated total congregated meals per year countywide: 48,000

Home-Delivered Meals: Seniors over the age of 60 who are unable to prepare nutritionally adequate meals for themselves and whom are homebound and unable to attend a Senior Center may have noon-time meals delivered to their homes. A staff member from the Skagit Nutrition Program makes an initial home visit to assess program eligibility of the homebound senior, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual reassessments are conducted to re-evaluate eligibility. Frozen meals are available for weekends, holidays, and special requests.

Estimated total home-delivered meals per year countywide: 65,500.

Liquid Meal Supplement: The Skagit Nutrition Program has Ensure Plus available at the Skagit County Senior Centers, which is available to seniors. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions can be kept on file with the nutrition program and must be renewed every 6 months.

Estimated total liquid food supplement meals distributed per year countywide:
10,700

2. ADMINISTRATION and SENIOR CENTER

Skagit County Public Health
700 So. 2nd Street
Administration Bldg, Rm 301
Mount Vernon, WA 98273
Phone: (360) 416-1500

Sedro Woolley Senior Center
715 Pacific Street
Sedro Woolley, WA 98284
Phone: (360) 855-1531

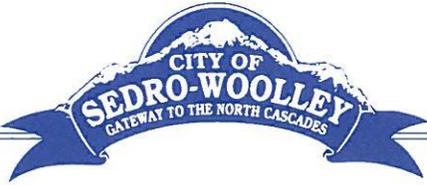
Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

Senior Center serves as a community focal point where seniors can conveniently access services and activities which support their independence, enhance their dignity and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Senior Services programs will take place within and emanate from this facility.

Estimated total senior visits per year countywide:	100,000
Estimated total senior health screen participants countywide:	19,315
Estimated total senior program participants countywide:	120,700

OCT 14 2015

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



SUBJECT: PUBLIC COMMENT

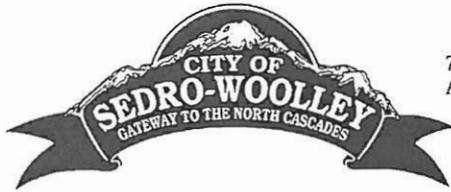
Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 14 2015

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

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



Eron Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Transportation Benefit District
FOR MEETING ON: October 14, 2015

ISSUE: Should the Council adopt an ordinance assuming the Sedro-Woolley Transportation Benefit District (TBD)?

BACKGROUND: Second Engrossed Substitute Senate Bill 5987 authorized cities and counties with TBDs that share the same boundaries to be assumed by the entity that created it. We are a perfect fit as the Sedro-Woolley TBD's boundaries are exactly the same as the City of Sedro-Woolley. This bill allows the city to assume all of the powers, rights, responsibilities, etc., as the TBD but will allow you to exercise that authority without utilizing a second board of directors or needing a second budget, second audit, etc.

This process allows for the same outcome but with less expense and administrative overhead; delivering more resources to transportation projects.

Resolution 928-15 was adopted by the City Council on September 9, 2015 and it expresses your intent to assume the TBD and set a public hearing for October 14th, 2015. Following the public hearing, you will be able to take action to assume the TBD through the adoption of the attached ordinance.

RECOMMENDATION: MOTION to adopt the attached ordinance, Ordinance ____-15 assuming the Sedro-Woolley Transportation Benefit District.

CITY OF SEDRO-WOOLLEY, WASHINGTON
ORDINANCE NO. ____-15

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ASSUMING THE RIGHTS, POWERS, FUNCTIONS AND OBLIGATIONS OF THE SEDRO-WOOLLEY TRANSPORTATION BENEFIT DISTRICT (TBD) AS ALLOWED BY SECOND ENGROSSED SUBSTITUTE SENATE BILL 5987, SECTION 302 AND ABOLISHING THE TBD GOVERNING BOARD FOLLOWING ITS ASSUMPTION

WHEREAS, the City Council of the City of Sedro-Woolley adopted Ordinance No. 1808-14 creating the Sedro-Woolley Transportation Benefit District with the same boundaries as the City limits; and

WHEREAS, Second Engrossed Substitute Senate Bill 5987, in Section 302, which took effect on July 15, 2015, provides that “the assumption of the rights, powers, functions and obligations of a transportation benefit district may be initiated by the adoption of an ordinance or resolution by the city or county legislative authority indicating its intention to conduct a hearing concerning the assumption of such rights, powers, functions and obligations”; and

WHEREAS, the City of Sedro-Woolley adopted Resolution 928-15, a resolution expressing the city’s intent to assume the TBD on September 9, 2015; and

WHEREAS, Resolution 928-15 set a public hearing for October 14, 2015 and notice of said resolution was published in the Skagit Valley Herald twice in the two weeks prior to the scheduled hearing; and

WHEREAS, the City Council held a public hearing and took testimony from all parties on the assumption of the rights, powers, functions and obligations of the transportation benefit district on October 14, 2015; and

WHEREAS, the City Council finds that the public interest and welfare is satisfied by the city assuming the rights, powers, immunities, functions, and obligations of the Sedro-Woolley Transportation District; and

WHEREAS, the City Council desires to continue the work and functions of the TBD as defined in state law and Ordinance No. 1808-14 without the necessity of maintaining a separate entity;

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

SECTION 1. Findings. The recitals listed herein are incorporated as findings.

SECTION 2. TBD Assumed. The rights, powers, immunities, functions, and obligations of the Sedro-Woolley Transportation Benefit District are hereby assumed by the City of Sedro-Woolley which is hereby vested with every right, power, immunity, function, and obligation currently granted to or possessed by the TBD.

SECTION 3. TBD Governing Body Abolished. Immediately following the assumption of the TBD by the city, the Sedro-Woolley Transportation Benefit District Board of Directors is abolished as required by Section 303 (2) of Second Engrossed Substitute Senate Bill 5987.

SECTION 4. Effective date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days of the date of publication as provided by law.

SECTION 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2015, and signed in authentication of its passage this ____ day of _____, 2015.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

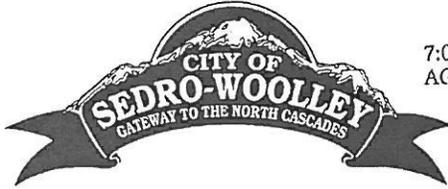
Approved as to form:

Eron Berg, City Attorney

First Reading:	September 9, 2015 (Resolution 928-15)
Public Hearing;	October 14, 2015
Second Reading:	October 14, 2015
Passed by the City Council:	
Signed by the Mayor:	
Date of Publication:	

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 14 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/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Animal Code update
DATE: October 14, 2015

ISSUE: Should the City Council adopt a revision to the city's animal code?

BACKGROUND: *This is a follow up item from the first reading on October 7, 2015. The city's animal code is a conglomeration of regulations that span 110 years. Most of the significant provisions were adopted in the 1980's and 1990's and were borrowed from neighboring jurisdictions. Laura Carr performed an extensive review and update of the code, which is what is attached for your review and consideration.*

Two changes are included following the last council meeting: the removal of the word "business" in reference to days under SWMC 6. ____.220 and the revision of the word "slain" under SWMC 6. ____.250 C. to "killed".

RECOMMENDATION: MOTION to approve the attached ordinance which repeals the current animal code and adopts a new code in its place to address the safety, welfare and regulation of animals within the City of Sedro-Woolley.

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY REPEALING AND REENACTING SECTIONS OF THE SEDRO-WOOLLEY MUNICIPAL CODE TITLE 6 RELATING TO THE KEEPING OF ANIMALS AND ANIMAL TREATMENT WITHIN THE CITY

WHEREAS, the City Council of the City of Sedro-Woolley hereby finds that it is necessary to review and comprehensively update its code regarding animals, some of which date back to 1905; and

WHEREAS, the city council of the City of Sedro-Woolley has the authority to regulate the treatment of animals within the City of Sedro-Woolley; and

WHEREAS, the City Council of the City of Sedro-Woolley desires to adopt revisions to existing code and additional code provisions to regulate the keeping of, treatment and welfare of animals within the city; and

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

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

SECTION 1. Chapter 6.____. A new chapter of the Sedro-Woolley Municipal Code is hereby adopted to be known as **Preliminary Article**, to read as follows:

6.____.010 Administration and enforcement.

Administration and enforcement of the provisions of this title shall be the responsibility of the police chief. The police chief shall have the power to appoint an animal control official. In addition, any city police officer shall be an *ex officio* animal control official and shall have like enforcement authority.

6.____.020 Purpose – Immunity.

The purpose of this title is to provide regulations to control animal behavior and to delineate the responsibilities of animal owners and keepers within the city of Sedro-Woolley. Sedro-Woolley, the animal control authority, and any animal control officer shall be immune from any and all civil liability for any actions taken pursuant to this chapter, or for any failure to take action to enforce the provisions of this chapter. This title has been enacted for the welfare of the public as a whole.

6.____.030 Definitions.

As used in this chapter, unless the context otherwise indicates, the following words and terms shall have the following meanings:

“Allow” means to permit by neglecting to restrain or prevent.

“Animal” shall have its customary common meaning and shall include dogs where applicable.

“Animal control authority” means the Sedro-Woolley Police Department.

“Animal control official” means any person or persons appointed by the police chief, in accordance with the laws and ordinances of the city to: issue licenses; restrain, collect, transport, impound, sell, rehome, surrender, or dispose of animals; or to give notice or to do any other acts, duties or functions prescribed by this title relating to the animals herein regulated. In addition, any city police officer shall be an ex officio animal control official and have like enforcement authority.

“Animal shelter” means any facility operated by a humane society, or municipal agency, or its authorized contractors or agents for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

“Barking dog” means any dog which by frequent or habitual howling, yelping, or barking unreasonably annoys or disturbs other persons in the vicinity.

“Dangerous Dog” means any dog that:

A. Inflicts severe injury upon a human being without provocation on public or private property; or

B. Kills a domestic animal without provocation while the dog is off the owner’s property; or

C. Has been previously found to be potentially dangerous because of an injury inflicted on a human, the owner having received notice of such and the dog again bites, attacks, or endangers the safety of humans; or

D. Has been previously declared a Dangerous Dog in any other city, county, state, or foreign country.

“Dog” means any member of one or more species of the genus *Canis*.

“Dog at large” means to be off the premises of the owner or keeper, and not under the control of an authorized person over twelve years of age, either by leash or otherwise. When a dog is within the fenced perimeter of the S-W Bark Park, “dog at large” means unattended and not under the control of an authorized person over the age of twelve years.

“Dog license” means the metal identification tag, stamped with a unique number, issued by the police department.

“Domestic animal” means a dog or cat kept as a pet.

“Exotic animal” means any animal that is not native or usually found in the United States.

“Fowl” includes all feathered birds.

“Guard or attack dog” means any dog, except those dogs owned or used by a governmental agency for law enforcement purposes, which has been trained and is used for the purposes of protection of persons or property by exhibiting hostile or aggressive propensities, or which will attack on signal or command.

“Harboring” Any occupant of any premises on which an animal remains or to which it customarily returns daily for food and care for a period of 10 days is presumed to be harboring or keeping the animal within the meaning of this chapter.

“Hybrid” means an animal whose parents or ancestors belong to a different species.

“Kennel” means an establishment, other than a veterinary hospital, wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs; or premises where more than four dogs over four months of age are harbored.

“Leash” means a cord, strap, or chain of sufficient strength so that the animal is controlled by the person accompanying it.

“Licensed dog” means a dog wearing a collar or harness to which a dog license tag is affixed and discernible to a person of normal vision at not less than ten feet.

“Owner” or “keeper” means any person (over the age of eighteen), firm, association, or corporation owning, keeping, or harboring a dog, or their agents or persons acting with their permission. Any actions exercisable against an owner in this chapter shall also be exercisable against a keeper. If the dog is under the care of a “keeper”, the term “owner” shall also refer to the current “keeper” of the dog.

“Pet shop” is any establishment or premises duly licensed and maintained for the purchase, sale, or exchange of pets of any type.

“Potentially Dangerous Dog” means any dog that when unprovoked:

A. Inflicts a bite upon a human or a domestic animal, either on public or private property; or

B. Chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

C. Has a known propensity, tendency or disposition to attack unprovoked, or to cause injury or otherwise to threaten the safety of humans or domestic animals; or

D. Has been previously declared a potentially dangerous dog in any other city, county, state, or foreign country.

“Premises” means all the real property under one’s ownership and inside the inner line of a sidewalk or, if there is no sidewalk, inside of the curb, ditch, or shoulder marking the edge of the used public right-of-way; may also mean the inside of a closed motor vehicle.

“Restrained” means to be controlled by a leash held by a person over the age of twelve years, or attached to a leash that is securely affixed to a fixed object, or is confined within a suitable fence or enclosure that prevents escape.

“Service animals” are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person’s disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

“Severe injury” means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

“Tether” means:

A. to restrain an animal by tying or securing the animal to any object or structure; and

B. a device, including but not limited to a chain, rope, cable, cord, tie-out, pulley, or trolley system for restraining an animal.

“Under control” means that the owner, by means of a leash, restrains the dog to the owner’s immediate proximity, preventing the dog from trespassing upon property or annoying or chasing other persons, animals, or vehicles of any sort.

“Veterinary hospital” means and includes any establishment maintained and operated by a licensed veterinarian for the diagnosis, treatment and care of diseased or injured animals, and for their care and training.

“Wild animal” means any animal living in its natural state and native to the United States and not normally domesticated, raised, or bred by humans.

“Wolf” means any of various forms of a species *Canis Lupus*.

SECTION 2. Chapter 6. A new chapter of the Sedro-Woolley Municipal Code is hereby adopted to be known as **Dogs**, to read as follows:

6. .010 License – required.

Dogs over four months of age that are kept or harbored within the city are required to have a dog license issued by the police department.

6. .020 License – application.

Application for such license shall be made upon forms provided by the police department. The application shall list the name, address, and telephone number of the owner(s) (must be over the age of eighteen years); the name, breed, color, age and sex of the dog. Such information shall be kept conveniently by the issuing official and indexed by the unique number of the license tag issued.

6. .030 License – expiration.

The dog license shall be valid during the life of the dog, but shall not be transferred to another owner or keeper; *provided*, that the city council may impose a license fee by resolution.

6. .040 License Tag – required.

Each licensed dog shall be provided by the owner or keeper with a suitable collar or harness which shall be worn by the dog at all times when not upon the premises of its owner or keeper. A license tag provided by the police department shall be affixed to the collar. The tag shall be so affixed as to hang and be discernible to a person of normal vision at not less than 10 feet. Tags may be temporarily removed during officially sanctioned dog training, dog shows and dog matches. The license tag shall be stamped with a unique number. It is unlawful for any person other than the owner, his agent, or the animal control authority to remove the license tag from the dog.

6. .050 License Tag – lost.

Any owner or keeper of a licensed dog, whose tag has been lost, shall within seven (7) days, complete a new application form and obtain a new license tag from the animal control authority.

6. .060 License – transfer of ownership.

Whenever the ownership of a dog changes, the new owner shall notify the animal control authority within seven (7) days whereupon the owner records shall be updated and the previously issued license tag and number shall remain valid for the remainder of the dog's life.

6. .100 Dog at large.

It is unlawful for the owner, keeper or his agent to permit any dog to run at large within the city at any time.

6. .110 Dog at large - parks.

It is unlawful for the owner or keeper to permit any dog in public parks except when restrained on a leash by a person over the age of twelve years and capable of restraining the dog, and subject to all applicable rules and regulations relating to the use of parks. When a dog is within the fenced perimeter of the S-W Bark Park, it is unlawful for the owner or keeper to permit any dog in the S-W Bark Park except when attended and under the control of an authorized person over the age of twelve years and capable of

restraining the dog, and subject to all applicable rules and regulations relating to the use of the S-W Bark Park.

6. ___ .120 Unlawful tethering.

- (a) Any animal that is restrained by a tether must be restrained in compliance with this section.
- (b) If chain is used for tethering, it must have links of 5/16 of an inch or smaller.
- (c) The use of chains or choke chains as collars is prohibited. This subsection does not apply to choke chains used for training purposes when a person is present at all times and actively engaged in training the animal.
- (d) Any tether must be connected to a collar or harness on a swivel or in a manner that prevents the tether from tangling.
- (e) The tether may be connected to the animal only by a buckle-type or snap-on collar or a body harness made of nylon or leather. Any collar or harness must fit the animal properly.
- (f) Any tether must be at least ten feet in length, and the animal must have access to clean water and adequate shelter while tethered. The shelter and water vessel must be constructed or attached in such a way that the animal cannot knock over the shelter or water vessel.
- (g) If there are multiple animals tethered, each animal must be on a separate tether and not secured to the same fixed point.
- (h) It is a violation:
 - (1) To tether any animal in such a manner as to permit the animal to leave the owner's property;
 - (2) To tether any animal in such a manner that allows the animal to be within ten feet of any public right-of-way;
 - (3) To tether any animal in such a manner that the animal can become entangled with any obstruction or any other tethered animal or be able to partially or totally jump over any fence;
 - (4) To tether any animal in a manner that prevents it from lying, sitting, and standing comfortably, and without the restraint becoming taut;
 - (5) To tether any animal that is sick, injured, or in distress, in the advanced stages of pregnancy, or under six months of age;
 - (6) To tether any animal during any severe weather advisories, warnings, or emergencies that have been issued or declared by the national weather service for the location at which the animal is tethered, unless the animal is provided with natural or manmade shelter that is adequate to keep it safe, dry, and protected under such conditions;
 - (7) To tether any animal in a manner that results in the animal being left in unsafe or unsanitary conditions, or that forces the animal to stand, sit, or lie down in its own excrement or urine; or otherwise endangers the health or safety of the animal.
 - (8) To tether any animal between the hours of 11 pm and 5 am.

6. ___ .130 Entering places where food is stored, served or prepared.

It is unlawful for the owner or keeper to permit a dog to enter a store, market or other place where food is stored, prepared, served or sold to the public. Service animals are exempted from this section.

6. ___ .140 Barking dog.

It is unlawful to harbor or keep a dog which by frequent or habitual howls, barks, or other loud noises, unreasonably annoys or disturbs another resident in the immediate neighborhood.

6. ____ .150 Dog chasing vehicles.

It is unlawful to permit any dog to chase cars, motorcycles, bicycles or any other vehicle.

6. ____ .200 Impoundment procedure – generally.

A. Dogs may be taken into the care and custody of the animal control authority in any of the following situations:

1. At large - failure to restrain. When a dog is off the premises of its owner or keeper and not under the control of its owner, keeper or other authorized person; this prohibition shall not apply to areas designated by the city for off leash training or exercise; or

2. At large - trespass. If any dog, licensed or not, is on public property or the private property of another, and the caretaker or said private property owner requests that the dog be removed; provided, that the owner or keeper of the dog(s) cannot be located in a timely manner or is unknown; or

3. At large. When any dog, licensed or unlicensed, is found wandering and off the owner's property, whether or not the identity of the owner is known; or

4. At large and found by citizen. When a dog is brought to the animal control authority by a private citizen who has found the dog; or

5. In violation of declared restrictions. When a dog has been declared Potentially Dangerous or Dangerous pursuant to this chapter and/or state law, and the dog is at large, or has otherwise violated the restrictions placed upon it; or

6. Cruelty or neglect. When any dog has been subjected to neglectful or cruel treatment as defined by RCW 16.52.070 and/or the provisions of this title; provided that removal is necessary for the immediate safety and wellbeing of the animal; or

7. Owner emergency. When the dog's owner or keeper is incapable or unable to continue to care for it because of incarceration, severe illness, death, house fire or other emergency circumstances and an agent for the owner cannot be readily located; or

8. Owner unable to safely quarantine. When a dog has bitten a person, breaking or puncturing the skin, and the owner and/or keeper is unable, incapable or unwilling to provide the 10-day quarantine requirements; if such a dog is found at large the owner will be deemed unable to quarantine and the dog can be impounded.

B. Forthwith, following impoundment, the animal control authority shall notify the owner or keeper, if known, of its impoundment, using whatever reasonable means possible. If the dog's owner is unknown or cannot be located, the information and description of the animal shall be available at the animal control authority during regular business hours.

C. All owners or keepers claiming impounded animals of any kind shall provide personal identification. No animal shall be released to any person under the age of eighteen. If a dog is unlicensed, the owner or keeper shall obtain a dog license and identifying tag for the redeemed dog within 72 hours to prevent the violation of failure to license.

6. ____ .210 Impoundment – entry of premises.

An animal control official, or other law enforcement officer, in hot pursuit of a dog known to be Dangerous or Potentially Dangerous, or reasonably suspected of being dangerous to persons other than wrongful trespassers upon his owner's premises, may enter the premises of the owner and demand possession of such dog. If, after request therefor, the owner or keeper of the dog shall refuse to deliver the dog to the official and the official cannot with reasonable safety catch the animal, the official may cause it

to be killed, provided, such official shall not enter the residence of the owner without permission or a warrant.

6. ___ .220 Impoundment – fees.

A. For every dog impounded and held for safekeeping in the temporary holding kennels at the city police department, pursuant to this chapter, there shall be paid to the animal control authority, by any person desiring to redeem such animal, an impoundment fee of \$25.00 plus \$10.00 per day for any dog that remains unclaimed for more than two days.

B. If circumstances arise whereby the animal control authority deems it necessary to transfer an impounded dog to another suitable animal shelter, veterinary hospital, or other boarding establishment, in addition to the impoundment fee, the city may require reimbursement for such actual costs for feeding, veterinary treatment, and care of such dogs as shall be imposed by the authorized agency selected by the animal control authority to care for the impounded dog.

C. Fees provided for in this section can be waived or reduced at the discretion of the animal control authority, upon a written finding that the owner did not otherwise violate the terms of this chapter.

6. ___ .230 Impoundment – Redemption – Disposition.

A. Redemption of dog. Unless otherwise provided for in this chapter, the owner or keeper of an impounded dog may claim the same at any time prior to the sale, rehoming, surrender or disposal of the dog by the animal control authority, and shall be entitled to possession thereof upon payment of all legal charges and expenses incidental to the impoundment, boarding, and keeping of the dog.

B. Disposition of unclaimed dog. Any dog not redeemed by its owner or keeper within 48 hours of the impoundment, not including Saturdays, Sundays or legal holidays, may be humanely destroyed by an approved method, or may be surrendered to another authorized adoption agency, or may be placed for adoption with a new owner; provided that the new owner agrees that the dog will not be used, sold, or donated for experimental purposes.

C. Disposition of sick or injured dog. When, in the judgment of a licensed veterinarian or the animal control authority, a dog that has been impounded should be destroyed for humane reasons, the dog may be destroyed by an approved method before the expiration of the required holding period. Such cases must be documented in writing by the animal control authority.

6. ___ .240 Unable to safely impound.

If any dog that is posing an immediate threat to the safety of humans or other domesticated animals cannot be safely captured and impounded, such dog may be slain by the animal control authority or an authorized agent of the animal control authority.

6. ___ .250 Control of rabid or potentially rabid dogs.

It is unlawful for the owner of any animal when notified that such animal has bitten any person or has so injured any person as to cause an abrasion or puncture of the skin, to kill, sell, or give away such animal or to permit or allow such animal to be taken beyond the limits of the city, except to a veterinary hospital. It shall be the duty of the owner of the animal to immediately notify in person or by telephone the police or health department of the bite. It shall be the duty of the animal control authority to submit an Animal Bite Report to the county public health authority.

A. 10-day quarantine mandatory. A dog which may transmit disease through its bite, which bites and breaks the skin of any person, shall be quarantined for a 10-day period to determine if the animal is infected with a disease. The place of quarantine shall be established by the animal control authority, and

the animal control authority may, in its discretion, allow the owner and/or keeper of the animal to maintain the quarantine.

B. Quarantine Procedure.

1. Any dog that has bitten a human and broken the skin, regardless of provocation or previous inoculation for diseases, shall be contained for a period of not less than ten (10) days, in such a manner that it is segregated from any other animals and the possibility of coming into contact with other animals and humans except for the caretaker.

2. If the owner and/or keeper is unable or unwilling to confine the dog, or if the animal control authority determines from the prior history of the dog that confinement is not likely, the dog may be quarantined at an animal shelter, or a veterinarian, or a boarding kennel of the owner's choice; provided, that the costs to board the dog shall be borne by the owner if in a location other than the owner's residence.

3. Should the dog, during the observation period, manifest any unusual behavior or develop symptoms of any illness or die, the owner, keeper or veterinarian shall immediately notify the animal control authority or the county public health authority of that condition.

C. Suspected dog is slain or dies. In all cases where any dog which has bitten a person or caused an abrasion or puncture of the skin, is killed by any person or dies by other means, and a period of ten (10) days has not elapsed since the day of the bite, it shall be the duty of any person killing such animal or the owner, to forthwith deliver intact the head of such animal to the county public health authority. The animal control authority shall be notified in such cases.

D. It shall be the duty of every medical doctor, hospital, or other applicable health official to report all dog bites that break the skin, regardless of provocation factors or previous inoculations record of the animal. Such report shall be made to the animal control authority as promptly as possible so that quarantine procedures can be instituted in a timely fashion.

6. .300 Infractions – penalty.

A violation of any of the provisions of this Chapter shall constitute a civil infraction and shall subject the violator to a civil penalty not to exceed \$150.00, and upon a fourth violation, a civil penalty of \$150.00 plus forfeiture of the dog causing the violation.

6. .310 Misdemeanors – penalty.

Any violation of the following provisions shall constitute a misdemeanor and shall be punishable by the laws of the state and SWMC Section 9.86.010:

A. It is unlawful for any person to prevent, obstruct, or hinder the impoundment of a dog, or any other enforcement duties of the animal control authority pursuant to this chapter.

B. It is unlawful for an owner or keeper to refuse to quarantine or permit the quarantine of any dog when and as required by state law and this chapter.

C. It is unlawful for the owner of any dog, when notified that such dog has bitten any person or has so injured any person as to cause abrasion or puncture of the skin and is subject to quarantine, to sell, kill, or give away such dog to be taken beyond the city limits, except to a veterinary hospital.

D. It is unlawful for the owner of any dog that has bitten any person or has so injured any person as to cause abrasion or puncture of the skin, to fail to notify the animal control authority of the bite and the location of the dog immediately upon knowledge of the incident.

SECTION 3. Chapter 6. . A new chapter of the Sedro-Woolley Municipal Code is hereby adopted to be known as **Potentially Dangerous and Dangerous Dogs**, to read as follows:

6.010 Definitions.

When used in this chapter, the definitions in this section shall apply:

- A. "Animal control authority" means the Sedro-Woolley Police Department.
- B. "Animal control official" means any person or persons appointed by the police chief, in accordance with the laws and ordinances of the city to: issue licenses; restrain, collect, transport, impound, sell, surrender, or dispose of animals; or to give notice or to do any other acts, duties or functions prescribed by this title relating to the animals herein regulated. In addition, any city police officer shall be an ex officio animal control official and have like enforcement authority.
- C. "Dangerous Dog" means any dog that:
 - 1. Inflicts severe injury upon a human being without provocation on public or private property; or
 - 2. Kills a domestic animal without provocation while the dog is off the owner's property; or
 - 3. Has been previously found to be potentially dangerous because of an injury inflicted upon a human, the owner having received notice of such and the dog again bites, attacks, or endangers the safety of humans; or
 - 4. Has been previously declared a dangerous dog in any other city, county, state, or foreign country.
- D. "Owner" or "keeper" means any person (over the age of eighteen), firm, association, or corporation owning, keeping, or harboring a dog, or their agents or persons acting with their permission. Any actions exercisable against an owner in this chapter shall also be exercisable against a keeper. If the dog is under the care of a "keeper", the term "owner" shall also refer to the current "keeper" of the dog.
- E. "Potentially Dangerous Dog" means any dog that when unprovoked:
 - 1. Inflicts bites upon a human or a domestic animal either on public or private property; or
 - 2. Chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or
 - 3. Has a known propensity, tendency or disposition to attack unprovoked, or to cause injury or otherwise to threaten the safety of humans or domestic animals; or
 - 4. Has been previously declared a Potentially Dangerous Dog in any other city, county, state, or foreign country.
- F. "Proper enclosure of a Dangerous Dog" means, while on the owner's property, a Dangerous Dog shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, and shall also provide protection from the elements for the dog.
- G. "Severe injury" means any physical injury resulting in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

6.020 Potentially Dangerous Dog – Certificate of Registration required.

- A. It is unlawful for any owner of a Potentially Dangerous Dog, who has been notified by any animal control authority that he or she is the owner of a Potentially Dangerous Dog, to keep such dog within Sedro-Woolley unless such owner has notified the Sedro-Woolley animal control authority and procured a Certificate of Registration from the Sedro-Woolley animal control authority.

B. The animal control authority may find and declare a dog to be a Potentially Dangerous Dog if it has probable cause to believe the dog falls within the definition set forth in this Chapter. The finding must be based upon:

1. The written complaint of a citizen who is willing to testify that the dog has acted in a manner which causes it to fall within the definition of a Potentially Dangerous Dog; or
 2. Dog bite reports filed with the animal control authority as required by this chapter or state law; or
 3. Actions of the dog witnessed by any animal control officer or law enforcement officer;
- or
4. Other substantial evidence admissible in municipal court.

C. The declaration of Potentially Dangerous Dog shall be in writing, and shall be served on the owner in one of the following methods:

1. Certified/Return Receipt mail to the owner or keeper's last known address, if known;
- or
2. Personally; or
 3. If the owner cannot be located by one of the first two methods, by publication in a newspaper of general circulation.
 4. The owner of any animal found to be a Potentially Dangerous Dog under this section shall be assessed all service costs expended under subsection C of this section.

D. The declaration shall state at least:

1. A description of the animal;
2. The name and address of the owner or keeper of the animal, if known;
3. The whereabouts of the animal if it is not in the custody of the owner;
4. The facts upon which the declaration of Potentially Dangerous Dog is based;
5. The restrictions placed on the dog as a result of the declaration;
6. The availability of a hearing in the event the owner or keeper objects to the declaration, if a request is made within five business days;
7. The penalties for violation of the restrictions, including the possibility of destruction of the animal, and imprisonment or fining of the owner.

E. If the owner of the animal wishes to object to the declaration of Potentially Dangerous Dog:

1. The owner may, within five business days of receipt of the declaration, or within five business days of the publication of the declaration pursuant to subsection C(3) of this section, request a hearing before the municipal court by submitting a written request to the clerk of the court.
2. If the court finds that there is insufficient evidence to support the declaration, it shall be rescinded, and the restrictions imposed thereby annulled.
3. If the court finds sufficient evidence to support the declaration, it shall impose court costs on the appellant, and may impose additional restrictions on the animal.
4. In the event the court finds that the animal is not a Potentially Dangerous Dog, no court costs shall be assessed against Sedro-Woolley or the animal control authority.

F. Following service of a declaration of Potentially Dangerous Dog, and pending appeals under this section or to any other court with jurisdiction, the animal control authority may, if circumstances require, impound the animal at the owner's expense, pursuant to the provisions of this chapter, until a court orders either its redemption or destruction.

G. The owner of a Potentially Dangerous Dog shall obtain a Certificate of Registration for such dog from the animal control authority, and shall be required to pay the fee for such registration in the

amount set forth herein, or as hereafter amended. In addition, the owner of a Potentially Dangerous Dog shall pay an annual renewal fee for such registration in the amount set forth herein, or as hereafter amended.

H. The registration fee for each Potentially Dangerous Dog to be registered under this section is two hundred fifty dollars (\$250.00). The annual renewal fee for each Potentially Dangerous Dog registered under this section is fifty dollars (\$50.00).

6. .030 Potentially Dangerous Dogs - restraint requirements.

A. Following a declaration of Potentially Dangerous Dog and pending any appeal of that declaration, the owner must:

1. Conspicuously display a sign with a warning symbol on any premises where the dog is kept that warns children of the presence of a Potentially Dangerous Dog; and
2. While on the owner's property, ensure the dog is securely confined inside a residential or non-residential building as determined by the animal control authority, or a kennel, or pen, or within a fence which has secure sides of sufficient height and strength to prevent the dog's escape; and
3. While off the owner's property, ensure the dog is securely leashed and under the control of a responsible person 18 years of age or older, and physically able to restrain and control the dog; and
4. Ensure the dog has a microchip implant for permanent identification; and
5. Comply with any additional restrictions imposed on the keeping of a Potentially Dangerous Dog by the animal control authority.

B. Any person who violates any of the provisions of this section shall be guilty of a misdemeanor, and the penalty shall be a fine of not more than \$1,000, or imprisonment not exceeding 90 days, or both such fine and imprisonment.

6. .040 Dangerous Dog - Certificate of Registration required.

A. It is unlawful for any owner of a Dangerous Dog, who has been notified by any animal control authority that he/she is the owner of a Dangerous Dog, to keep such dog within Sedro-Woolley unless such owner has notified the Sedro-Woolley animal control authority and procured a Certificate of Registration from the Sedro-Woolley animal control authority.

B. The animal control authority may find and declare a dog to be a Dangerous Dog if it has probable cause to believe that the dog falls within the definition of a Dangerous Dog. The finding must be based upon:

1. The written complaint of a citizen who is willing to testify that the dog has acted in a manner which causes it to fall within the definition of a Dangerous Dog; or
 2. Dog bite reports filed with the animal control authority as required by this chapter or state law; or
 3. Actions of the dog witnessed by any animal control officer or law enforcement officer;
- or
4. Other substantial evidence admissible in municipal court.

C. The declaration of Dangerous Dog shall be in writing, and shall be served on the owner in one of the following methods:

1. Certified/Return Receipt mail to the owner or keeper's last known address, if known;
- or
2. Personally; or

3. If the owner cannot be located by one of the first two methods, by publication in a newspaper of general circulation.

4. The owner of any animal found to be a Dangerous Dog under this section shall be assessed all service costs expended under subsection C of this section.

D. The declaration shall state at least:

1. A description of the animal;
2. The name and address of the owner or keeper of the animal, if known;
3. The whereabouts of the animal if it is not in the custody of the owner;
4. The facts upon which the declaration of Dangerous Dog is based;
5. The restrictions placed upon the dog as a result of the declaration;
6. The availability of a hearing in the event the owner or keeper objects to the declaration, if a request is made within five business days;
7. The penalties for violation of the restrictions, including the possibility of destruction of the animal, and imprisonment or fining of the owner.

E. If the owner of the animal wishes to object to the declaration of Dangerous Dog:

1. The owner may, within five business days of receipt of the declaration, or within five business days of the publication of the declaration pursuant to subsection C(3) of this section, request a hearing before the municipal court by submitting a written request to the clerk of the court.

2. If the court finds that there is insufficient evidence to support the declaration, it shall be rescinded, and the restrictions imposed thereby annulled.

3. If the court finds sufficient evidence to support the declaration, it shall impose court costs on the appellant, and may impose additional restrictions on the animal.

4. In the event the court finds that the animal is not a Dangerous Dog, no court costs shall be assessed against Sedro-Woolley or the animal control authority.

F. Following service of a declaration of Dangerous Dog, and pending appeals under this section or to any other court with jurisdiction, the animal control authority may, if circumstances require, impound the animal at the owner's expense, pursuant to the provisions of this chapter, until a court orders either its redemption or destruction.

G. The owner of a Dangerous Dog shall obtain a Certificate of Registration for such dog from the animal control authority, and shall be required to pay the fee for such registration in the amount set forth herein, or as hereafter amended. In addition, the owner of a Dangerous Dog shall pay an annual renewal fee for such registration in the amount set forth herein, or as hereafter amended.

H. The registration fee for each Dangerous Dog to be registered under this section is five hundred dollars (\$500.00). The annual renewal fee for each Dangerous Dog registered under this section is one hundred dollars (\$100.00).

6. ___ .050 Dangerous Dogs—Restraint requirements.

A. Following a declaration of Dangerous Dog and pending any appeal of that declaration, the owner must:

1. Conspicuously display a sign with a warning symbol on any premises where the dog is kept that informs children of the presence of a Dangerous Dog; and
2. Ensure the dog is securely confined indoors, or inside a locked pen or structure, suitable to prevent the entry of young children and designed to prevent the dog from escaping, with secure sides and a secure top, that also provides protection from the elements for the dog; and

3. Whenever not confined, ensure the dog is securely muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person, 18 years of age or older, and physically able to restrain and control the dog. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal; and

4. Ensure the dog has a microchip implant for permanent identification; and

5. Maintain either:

a. A surety bond issued by a surety insurer qualified under RCW Chapter 48.28 in a form acceptable to the animal control authority in the sum of at least two hundred fifty thousand dollars (\$250,000), payable to any person injured by the dangerous dog; or

b. A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under RCW Title 48 in the amount of at least two hundred fifty thousand dollars (\$250,000), insuring the owner for any personal injuries inflicted by the dangerous dog.

6. ___ .060 Penalties.

A. A violation of 6. ___ .020(A) or 6. ___ .040(A), failure to register or renew, is a civil infraction, however, no such civil infraction may be assessed until five business days have elapsed from the date such owner is notified by the animal control authority that such a registration or renewal is required.

1. For a Potentially Dangerous Dog, the civil infraction carries a penalty of two hundred fifty dollars (\$250.00).

2. For a Dangerous Dog, the civil infraction carries a penalty of five hundred dollars (\$500.00).

B. Failure to comply with 6. ___ .030, the restraint requirements for a Potentially Dangerous Dog, is a misdemeanor.

C. Failure to comply with 6. ___ .050, the restraint requirements for a Dangerous Dog, is a gross misdemeanor.

6. ___ .070 Enforcement.

A. All civil penalties required to be paid by owners for violations of the provisions of this chapter shall be made to the City of Sedro-Woolley Finance Department.

B. The Animal Control Authority may impound:

1. A Potentially Dangerous or Dangerous Dog for which the owner has not obtained a Certificate of Registration; or

2. A Potentially Dangerous or Dangerous Dog that is not in compliance with the restraint restrictions of 6. ___ .030 or 6. ___ .050.

C. The animal control authority may impound, quarantine for the proper length of time, and thereafter destroy in an expeditious and humane manner:

1. A previously declared Dangerous Dog that bites a person or a domestic animal; or

2. A dog that aggressively attacks and causes severe injury or death of a human, regardless of whether there has been any previous determination of whether such dog is potentially dangerous or dangerous.

D. The animal control authority may assess a civil penalty in the amount of \$150.00, plus \$10.00 for each day a Potentially Dangerous or Dangerous Dog is impounded, plus actual costs for any necessary additional care.

E. The animal control authority may destroy, in an expeditious and humane manner, a Potentially Dangerous or Dangerous Dog when the right to appeal has been exhausted or waived and the dog remains impounded for 20 days or more due to the failure of the owner to obtain the Certificate of Registration or pay civil penalties. The animal control authority may assess an additional civil penalty in the amount of \$250.00 for the cost of destroying any such dog.

F. No Potentially Dangerous Dog or Dangerous Dog impounded by the animal control authority may be returned to any owner until such owner has paid all civil penalties assessed against such owner under this chapter.

G. Sedro-Woolley shall have the authority to place a lien upon the real property of any owner of a Dangerous Dog or Potentially Dangerous Dog against whom a civil penalty has been assessed under this chapter, who has been given notice of such civil penalty and has failed to pay such civil penalty; provided, however, that no such lien shall be placed until thirty days has elapsed from the date of any final determination of the validity of such civil penalty.

6.____.080 Hearings.

A. Any owner against whom a civil penalty has been assessed under this chapter may contest such civil penalty by requesting a hearing in the Sedro-Woolley Municipal Court by requesting such hearing within five business days of notification of such civil penalty by the animal control authority.

B. Where an owner has requested a hearing pursuant to subsection A of this section, no Potentially Dangerous Dog or Dangerous Dog which is in the possession of the animal control authority shall be destroyed until the resolution of such hearing; provided, however, that an additional civil penalty in the amount of \$15 per day shall be assessed against any owner whose dog remains in the custody of the animal control authority during any hearings requested under this section where resolution of such hearing is that all or any part of the civil penalty against such owner is found to be properly assessed.

C. Following resolution of any contested hearing regarding a civil penalty as provided herein, the owner of any Dangerous Dog or Potentially Dangerous Dog in the possession of the animal control authority shall pay all civil penalties which may have been assessed as authorized above within ten days of the final resolution of any hearing regarding such civil penalties.

D. Any Dangerous Dog or Potentially Dangerous Dog which has not been picked up from the animal control authority by its owner within ten days of the final resolution of any hearing regarding any civil penalties under this section shall be destroyed in an expeditious and humane manner; provided, however, that an additional civil penalty in the amount of fifty dollars for the cost of destroying such dog shall be assessed against the owner, and may be collected as provided in Section 6.____.050.

6.____.090 Liability limitations.

Sedro-Woolley, the animal control authority and any animal control officer shall be immune from any and all civil liability for any actions taken pursuant to this chapter or for any failure to take action to enforce the provisions of this chapter. It is not the purpose or intent of this chapter to create on the part of Sedro-Woolley or its agents any special duties or relationships with specific individuals. This chapter has been enacted for the welfare of the public as a whole.

6.____.100 Exemption.

The provisions of this chapter shall not apply to any dog kept by any law enforcement agency for law enforcement purposes.

SECTION 4. Chapters 6.04; 6.08 and 6.16; of the Sedro-Woolley Municipal Code are hereby repealed in their entirety. Chapters 6.12 and 6.20 of the Sedro-Woolley Municipal Code shall remain in their entirety in the Sedro-Woolley Municipal Code.

SECTION 5. Effective date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days of the date of publication as provided by law.

SECTION 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

SECTION 7. Short Title & Application. This ordinance shall be known as the Sedro-Woolley Animal Code and may be cited as such. The enforcement provisions of this ordinance shall apply to any offense committed on or after the effective date of this ordinance, which is defined in this ordinance, unless otherwise expressly provided or unless the context otherwise requires, and shall also apply to any defense to prosecution for such an offense. The provisions of this ordinance do not apply to or govern the construction of and punishment for any offense committed prior to the effective date of this ordinance, or to the construction and application of any defense to a prosecution for such an offense. Such an offense must be construed and punished according to the provisions of law existing at the time of the commission thereof in the same manner as if this ordinance had not been enacted.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2015, and signed in authentication of its passage this ____ day of _____, 2015.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

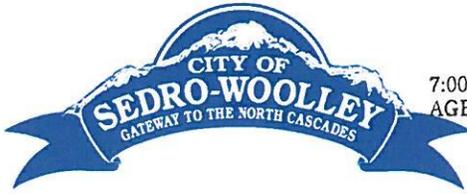
Approved as to form:

Eron Berg, City Attorney

Filed with the City Clerk: September 25, 2015
First Reading: October 7, 2015
Second Reading: October 14, 2015
Passed by the City Council:
Signed by the Mayor:
Date of Publication:

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 14 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) 855-1661
Fax (360) 855-0707

Christine Salseina
Deputy Clerk

MEMO TO: City Council
FROM: Christine Salseina, Deputy Clerk
RE: **Report of Contracts approved under SWMC 2.104.060**
DATE: October 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-26 Schwetz Construction Inc.	Township - Dunlop Traffic Circle Project	10/5/2015	\$3260.00

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