

Next Ord: 1856-16
Next Res: 947-16

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 12, 2016

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar.....4-47
 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 5, 2016 Worksession Minutes)
 - c. Finance
 - Claim Checks #184671 to #184766 in the amount of \$202,954.51
 - Payroll Checks #59056 to #59072 plus EFT's in the amount of \$292,497.77
 - d. Agreement with Seahurst Electric Inc. – Professional Services Agreement 2016-PS-22
 - e. Request for Out of State Travel to accept Planning Award on behalf of Sedro-Woolley
4. Special Presentation – Skagit Watershed Council – Richard Brocksmith
5. Public Comment.....48

PUBLIC HEARING

UNFINISHED BUSINESS

NEW BUSINESS

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

6. Written Reports to Council.....49-54
7. Informational Items.....55-68

EXECUTIVE SESSION

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

Next Meeting:

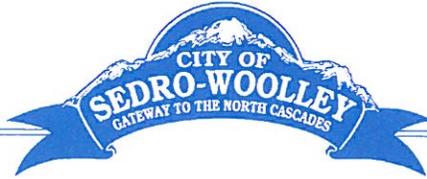
**October 26, 2016 Council Meeting
Council Chambers
325 Metcalf Street
7:00 PM**

**COMMITTEE ASSIGNMENTS
2016**

Public Safety	Chuck Owen, Chair Brenda Kinzer Germaine Kornegay
Utilities	Judith Dunn Lee, Chair Julia Johnson Brenda Kinzer
Finance & Personnel	Rick Lemley, Chair Germaine Kornegay Judith Dunn Lee
Parks & Recreation	Germaine Kornegay, Chair Brenda Kinzer Brett Sandström
Planning	Brett Sandström, Chair Rick Lemley Julia Johnson
Business Development	Julia Johnson, Chair Brett Sandström Chuck Owen
Mayor Pro-tem	Brenda Kinzer

OCT 12 2016

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



DATE: October 12, 2016
TO: Mayor Wagoner 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 12, 2016 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Judith Dunn Lee
___ Ward 2 Councilmember Germaine Kornegay
___ Ward 3 Councilmember Brenda Kinzer
___ Ward 4 Councilmember Julia Johnson
___ Ward 5 Councilmember Chuck Owen
___ 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 12 2016

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
September 28, 2016 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Keith Wagoner; Councilmembers: Judith Dunn Lee, Germaine Kornegay, Brenda Kinzer, Julia Johnson, Chuck Owen, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director Coleman, Fire Chief Klinger and Police Chief Tucker.

The meeting was called to order at 7:00 P.M. by Mayor Wagoner and held a moment of silence for the victims of the Cascade Mall Shootings.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meetings
- Finance
 - Claim Checks #184601 to #184670 plus EFT's in the amount of \$733,532.97.
 - Payroll Checks #59044 to #59055 plus EFT's in the amount of \$219,688.28
- Interlocal Agreement with Skagit County District Court Probation 2017-2019
- Postage Meter Contract
- Amendment #1 to Agreement #C20160052 – SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South
- Agreement between SWPD and Job Corps
- Possible Contract Award – 2016 Klinger Street Bridge Shotcrete Project – Contract 2016-PW-24 – Combined Construction, Inc.
- Loggerodeo, Inc., Lease Agreement

Councilmember Lemley moved to approve the consent calendar items A through I. Seconded by Councilmember Johnson. Councilmember Sandström recused himself from item I – Loggerodeo, Inc., Lease Agreement. Motion carried (7-0).

Special Presentation – PSE Storm Preparations with Lynn Murphy

Lynn Murphy, Local Government Affairs from Puget Sound Energy presented a powerpoint presentation on Safety and Storm Preparedness. She noted PSE is a safety culture company and held a brief safety moment reminding everyone it is planting season and to call 811 before digging and to have preparedness kit and communications plan in place.

Special Presentation – YMCA Update with Renata Maybruck

Bob Shrum, Executive Director of the YMCA, gave a presentation on the YMCA to include facility history, Board of Directors, Board of Governors, Capital Campaign Planning Committee, programs and the Oasis Teen Shelter. He reviewed future plans to build a 60,000 sq. ft. facility that will include an early learning center, aquatics center with lap pool and family swimming area, gymnasium, age specific activity rooms, indoor track, wellness/fitness studios and will be ADA compliant. He also reviewed funding sources for the project and the project timeline. Shrum then entertained questions from the council.

Public Comment

Teresa Johnson – 8596 Garden of Eden Rd., an employee of the Library for 34 years, addressed the Central Skagit Library reasoning on limiting representation on their board with their unwillingness for a formulated approach for trustees. Johnson reviewed information from the State Library on a potential shift in representation based on population when the district valuation is still the highest. She noted this deserves the question when in the United States is representation based on tax money rather than population. She stated our country was founded on ideals of fairness and a representative government and affluence should not buy influence and anything done with the Library should be done with a vote of the people. She then addressed the collection at the Library, summer reading program and other great programs provided.

PUBLIC HEARING

UNFINISHED BUSINESS

Proposed Ordinance amending Stormwater Management Ordinance SWMC Ch. 3.36 and Stormwater Maintenance Ordinance SWMC 13.40 for incorporation of the 2014 Stormwater Management Manual for Western WA

City Supervisor/Attorney Berg reviewed administrative changes to the ordinance establishing an effective date of December 31, 2016 and a severability clause.

Public Works Director Freiburger pointed out a couple of typographical errors within the document that will need to be corrected in the final document.

Councilmember Dunn Lee moved to adopt Ordinance No. 1855-16 Amending Stormwater Management Ordinance SWMC Ch. 13.36, and Stormwater Maintenance Ordinance SWMC Ch. 13.40, providing for incorporation of the 2014 Stormwater Management Manual for Western Washington, and amending sections of the SWMC Ch. 13.32, SWMC Ch. 15.40, SWMC Ch. 15.48, and SWMC Ch. 15.52, to require consistency with these updates to the Stormwater Management Ordinance and Stormwater Maintenance Ordinance. Councilmember Owen seconded. Motion carried (7-0).

Late Material – Interlocal Cooperative Agreement for Library Services.

Debra Peterson, Librarian presented information for the Interlocal cooperative agreement with Skagit County. The agreement provides for Skagit County to augment the City Library for books and materials to provide services to non-resident users of the library. Peterson stated this year's funding will be \$9,471.00.

Councilmember Sandström moved to authorize the Mayor to sign the agreement for Interlocal Cooperative Services. Seconded by Councilmember Johnson. Motion carried (7-0).

Peterson thanked the council for their approval and announced the upcoming schedule for Skagit Read with the book "I am Malala". She reported on other upcoming events through October as well.

NEW BUSINESS

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Tucker – reported that Officer Eddy is out doing commercial vehicle enforcement. He also updated the Council on the events of the Cascade Mall Shooting and the department's response with assistance. Chief Tucker reported on an incident near the high school today.

Fire Chief Klinger – announced CERT training is in its second week with 23 people involved. Pump tests will start next week and the annual Give Burns the Boot event will be October 1st with tickets still available.

Mayor Wagoner announced the Sub Area Plan for the Center for Innovation and Technology of the Pacific Northwest (now known as the SWIFT Center) has won 1st Place in Comprehensive Planning for Small Cities through the American Planning Association and Planners Association of Washington. He congratulated John Coleman and staff on the award.

Planning Director Coleman – spoke on the award received and lots of good things going on in the department. He reported on development activity and requests for three story buildings. The Planning Commission will be addressing the differences between the zoning and building codes on the building heights.

Public Works Director Freiburger – reported the Jameson Street Arterial Extension striping was completed today.

Finance Director Nelson – reported the State Auditors have arrived and will be onsite through October 20th. Councilmembers will be contacted with the date and time of the entrance and exit interviews. She requested Councilmembers respond so we can schedule appropriately so we do not violate any open public meeting act.

Councilmember Kornegay – reported on a food share program at the Boys and Girls Club in conjunction with the Food Bank. She also announced the upcoming Festival of Family Farms

and expressed condolences to family and friends at the passing of Terry Belcoe, former Community Action Boardmember.

Councilmember Kinzer – gave her thanks to the Police Department and announced the upcoming Northern State Hospital Cemetery Restoration meeting on October 2nd.

Councilmember Lemley – gave his congratulations to Coleman on the award and to the Police Department for their continued efforts.

Councilmember Sandström – said he was requested to get information regarding the Central Library Board decision. He stated it was not to choose one option over the other but to keep the option open for the future. He encouraged anyone with questions to speak with Jeannie at the Central Library.

Mayor Wagoner – reported on the kick off for the vision of the new Job Corps at the SWIFT Center.

Fire Chief Klinger – reminded everyone this is Homecoming week with the parade on Friday at 6:00 P.M.

Councilmember Owen moved to adjourn. Seconded by Councilmember Kornegay. Motion carried (7-0).

The meeting adjourned at 8:27 P.M.

OCT 12 2016

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

CITY OF SEDRO-WOOLLEY

Council Worksession
October 5, 2016
Public Safety Training Room

The worksession was called to order at 7:00 P.M. by Mayor Keith Wagoner.

Flag Salute

ROLL CALL: Present: Mayor Keith Wagoner, Councilmembers: Judith Dunn Lee, Germaine Kornegay, Brenda Kinzer, Julia Johnson, Chuck Owen, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg and Finance Director Nelson.

Status of 2016 Estimated Revenues and 2017 Preliminary Estimated Revenues and Expenditures

- Finance Director Nelson led a discussion on the City's current financial status and the 2017 financial outlook.

Department Update – Finance

- Finance Director Nelson reviewed the various duties of the Finance Department as well as providing information on the City's various operating and savings funds, debt and investments.

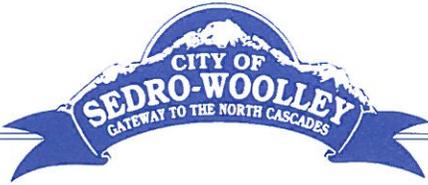
Council Roundtable

- Councilmember Owen inquired on the status of replacing the tile in the Senior Center restrooms.
- Councilmember Kinzer reported on the Northern State Cemetery renovation project.
- Councilmember Sandström commented on the City of Burlington's condemnation of a motel and inquired on the process if that were to occur in our city.
- Councilmember Johnson shared information on an upcoming Community Action Agency event and a possible grant opportunity.
- Mayor Wagoner and City Supervisor/Attorney Berg presented an update on conversations with Dike District 12 and issues facing Sedro-Woolley if the dikes are raised.
- Mayor Wagoner also reported on the YMCA fundraising program and status.

The worksession adjourned at 9:00 P.M.

OCT 12 2016

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



DATE: October 12, 2016
TO: Mayor Wagoner 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 12, 2016.

Motion to approve Claim Checks #184671 to #184766 in the amount of \$202,954.51.

Motion to approve Payroll Checks #59056 to #59072 plus EFT's in the amount of \$292,497.77.

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

09/29/2016 To: 10/12/2016

Time: 14:17:39 Date: 10/06/2016
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7786	10/12/2016	Claims	2	184671	A WorkSAFE Service, Inc.	52.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	52.00	
7787	10/12/2016	Claims	2	184672	A-1 Mobile Lock & Key	135.63	
					101 - 576 80 48 021 - Equipment	135.63	
7788	10/12/2016	Claims	2	184673	All-Phase Electric	46.18	
					101 - 576 80 48 005 - Senior Center	46.18	
7789	10/12/2016	Claims	2	184674	Aramark Uniform Services	25.80	
					401 - 535 80 49 000 - Laundry	14.17	
					102 - 536 20 49 030 - Misc-laundry	1.04	
					103 - 542 30 49 000 - Misc-Laundry	10.59	
7790	10/12/2016	Claims	2	184675	Assoc Petroleum Products	3,874.97	
					001 - 518 20 32 000 - Auto Fuel	84.97	
					401 - 535 80 32 000 - Auto Fuel/Diesel	64.39	
					102 - 536 20 32 000 - Auto Fuel/Diesel	103.18	
					412 - 537 80 32 000 - Auto Fuel/Diesel	308.78	
					412 - 537 80 32 000 - Auto Fuel/Diesel	2,054.33	
					412 - 537 80 32 000 - Auto Fuel/Diesel	634.87	
					103 - 542 30 32 000 - Auto Fuel/Diesel	217.61	
					103 - 542 30 32 000 - Auto Fuel/Diesel	100.71	
					103 - 542 30 32 000 - Auto Fuel/Diesel	72.70	
					103 - 542 30 32 000 - Auto Fuel/Diesel	187.04	
					101 - 576 80 32 000 - Auto Fuel/Diesel	46.39	
7791	10/12/2016	Claims	2	184676	BBC Science Focus	74.99	
					105 - 594 72 64 000 - Books & Materials	74.99	
7792	10/12/2016	Claims	2	184677	Bay City Supply	691.19	
					101 - 576 80 31 001 - Operating Sup - Riverfront	419.33	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	271.86	
7793	10/12/2016	Claims	2	184678	Berg Vault Company	96.13	
					103 - 542 30 31 000 - Operating Supplies	96.13	
7794	10/12/2016	Claims	2	184679	Birch Equipment Co Inc	3,175.54	
					401 - 535 80 45 000 - Equipment Rental	3,029.86	
					101 - 576 80 45 001 - Equipment Rental	145.68	
7795	10/12/2016	Claims	2	184680	Bloomberg Businessweek	85.20	
					105 - 594 72 64 000 - Books & Materials	85.20	
7796	10/12/2016	Claims	2	184681	Blumenthal Uniform & Equip	59.27	
					001 - 521 20 26 000 - Uniforms/Accessories	59.27	
7797	10/12/2016	Claims	2	184682	Capital One Commercial	1,292.22	
					001 - 517 90 49 003 - Employee Wellness (supplies)	219.49	
					001 - 521 20 31 002 - Office/Operating Supplies	28.35	
					001 - 521 20 49 010 - Dues/Subscriptions	110.00	
					001 - 522 20 31 000 - Operating Supplies	387.18	
					412 - 537 80 31 000 - Operating Supplies	547.20	
7798	10/12/2016	Claims	2	184683	Carl's Towing Inc	194.22	
					001 - 521 20 41 001 - Professional Services	194.22	
7799	10/12/2016	Claims	2	184684	Cascade Columbia Distribution	950.35	
					401 - 535 80 31 020 - Op Supplies-Chemicals	950.35	
7800	10/12/2016	Claims	2	184685	Cascade Natural Gas Corp	183.69	
					401 - 535 80 47 000 - Public Utilities	13.34	
					412 - 537 80 47 000 - Public Utilities	46.30	
					103 - 542 63 47 000 - Public Utilities	10.60	
					103 - 542 63 47 000 - Public Utilities	3.18	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			105 - 572 20 47 000		Public Utilities	13.64	
			101 - 576 80 47 010		Community Center	31.93	
			101 - 576 80 47 020		Senior Center	43.64	
			101 - 576 80 47 050		Hammer Square	13.64	
			101 - 576 80 47 052		Bingham Caretaker	7.42	
7801	10/12/2016	Claims	2	184686	City of Portland		60.00
			001 - 521 40 49 000		Tuition/Registration	60.00	
7802	10/12/2016	Claims	2	184687	Code Publishing Inc		298.81
			001 - 511 30 34 000		Code Book	298.81	
7803	10/12/2016	Claims	2	184688	John Coleman		257.92
			001 - 558 60 43 000		Travel	257.92	
7804	10/12/2016	Claims	2	184689	Comcast		151.12
			001 - 518 80 42 021		Internet Services	151.12	
7805	10/12/2016	Claims	2	184690	Community Action Of Sk County		428.81
			001 - 562 00 51 030		Skagit Comm Action Agency	428.81	
7806	10/12/2016	Claims	2	184691	Crawford Garage Doors Inc		1,757.70
			101 - 576 80 48 016		City Hall	1,757.70	
7807	10/12/2016	Claims	2	184692	E & E Lumber		858.82
			001 - 523 20 31 000		Office/Operating Supplies	183.71	
			001 - 523 20 31 000		Office/Operating Supplies	69.82	
			425 - 531 50 48 000		Repairs/Maintenance	202.85	
			401 - 535 50 48 050		Maint Of General Equip	17.12	
			102 - 536 20 31 010		Operating Supplies	5.39	
			102 - 536 20 35 000		Small Tools/Minor Equip	30.37	
			102 - 536 20 35 000		Small Tools/Minor Equip	141.04	
			102 - 536 20 48 030		Repair/Maintenance-Land	20.96	
			101 - 576 80 31 000		Operating Sup - Tesarik Park	4.88	
			101 - 576 80 48 005		Senior Center	7.43	
			101 - 576 80 48 006		Memorial Park	44.38	
			101 - 576 80 48 016		City Hall	9.15	
			101 - 576 80 48 017		Museum	121.72	
7808	10/12/2016	Claims	2	184693	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	
7809	10/12/2016	Claims	2	184694	Paul Eaton		126.00
			001 - 521 40 43 000		Travel	126.00	
7810	10/12/2016	Claims	2	184695	Edge Analytical Inc		579.00
			401 - 535 80 41 000		Professional Services	139.00	
			401 - 535 80 41 000		Professional Services	188.00	
			401 - 535 80 41 000		Professional Services	49.00	
			401 - 535 80 41 000		Professional Services	154.00	
			401 - 535 80 41 000		Professional Services	49.00	
7811	10/12/2016	Claims	2	184696	Fastenal Company		1,439.13
			425 - 531 50 48 000		Repairs/Maintenance	20.34	
			412 - 537 50 48 000		Repairs/maint-equip	3.73	
			412 - 537 80 31 000		Operating Supplies	44.52	
			412 - 537 80 31 000		Operating Supplies	98.74	
			412 - 537 80 31 000		Operating Supplies	109.69	
			412 - 537 80 31 000		Operating Supplies	78.19	
			412 - 537 80 35 000		Small Tools & Minor Equip	1,083.92	
7812	10/12/2016	Claims	2	184697	Frontier		729.59

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					001 - 521 20 42 020 - Telephone	68.98	
					001 - 521 20 42 020 - Telephone	59.73	
					401 - 535 80 42 020 - Telephone	211.06	
					102 - 536 20 42 020 - Telephone	77.31	
					412 - 537 80 42 020 - Telephone	59.95	
					105 - 572 20 42 020 - Telephone	114.58	
					101 - 576 80 47 070 - City Hall	137.98	
7813	10/12/2016	Claims	2	184698	Gall's LLC		69.00
					001 - 521 20 26 000 - Uniforms/Accessories	69.00	
7814	10/12/2016	Claims	2	184699	Guardian Security		1,215.00
					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	300.00	
7815	10/12/2016	Claims	2	184700	HB Jaeger Co LLC		1,265.85
					401 - 535 50 48 010 - Maintenance Of Lines	1,265.85	
7816	10/12/2016	Claims	2	184701	Hanson Consulting LLC		4,975.00
					001 - 558 70 41 010 - Professional Services	4,525.00	
					101 - 576 80 41 000 - Professional Services	450.00	
7817	10/12/2016	Claims	2	184702	Glenn Hoff		153.50
					001 - 515 93 41 001 - Indigent Defense Conflict Co	51.50	
					001 - 515 93 41 001 - Indigent Defense Conflict Co	102.00	
7818	10/12/2016	Claims	2	184703	Kerig Holmberg		225.00
					001 - 521 20 26 000 - Uniforms/Accessories	225.00	
7819	10/12/2016	Claims	2	184704	Ingram Library Services		177.18
					105 - 594 72 64 000 - Books & Materials	161.78	
					105 - 594 72 64 000 - Books & Materials	15.40	
7820	10/12/2016	Claims	2	184705	JNR Paving Inc.		1,708.88
					103 - 595 30 63 020 - Contracted Overlay	1,708.88	
7821	10/12/2016	Claims	2	184706	Lakeside Industries		192.92
					103 - 542 30 48 003 - Asphalt Materials	192.92	
7822	10/12/2016	Claims	2	184707	Language Exch Inc (The)		17.40
					001 - 521 20 41 001 - Professional Services	17.40	
7823	10/12/2016	Claims	2	184708	Lochner		4,417.61
					104 - 595 10 63 010 - Eng Fruitdale	4,417.61	
7824	10/12/2016	Claims	2	184709	Loggers And Contractors		150.89
					425 - 531 50 48 000 - Repairs/Maintenance	150.89	
7825	10/12/2016	Claims	2	184710	Lou's Gloves Inc.		445.00
					401 - 535 80 31 010 - Operating Supplies	445.00	
7826	10/12/2016	Claims	2	184711	Mallory Safety & Supply LLC		201.09
					001 - 522 20 35 000 - Small Tools & Minor Equip	201.09	
7827	10/12/2016	Claims	2	184712	Materials Testing &		4,481.72
					104 - 595 30 63 040 - Const-Jameson/SR9	4,481.72	
7828	10/12/2016	Claims	2	184713	Miles Sand & Gravel		436.45
					401 - 535 50 48 010 - Maintenance Of Lines	436.45	
7829	10/12/2016	Claims	2	184714	Money Magazine		69.00
					105 - 594 72 64 000 - Books & Materials	69.00	

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City Of Sedro-Woolley
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7830	10/12/2016	Claims	2	184715	NW Relining LLC	332.21	
					425 - 531 50 48 000 - Repairs/Maintenance	332.21	
7831	10/12/2016	Claims	2	184716	Patsy Nelson	597.35	
					001 - 514 23 43 000 - Meals/Travel	597.35	
7832	10/12/2016	Claims	2	184717	New Pig Corporation	433.53	
					412 - 537 80 31 000 - Operating Supplies	433.53	
7833	10/12/2016	Claims	2	184718	North Hill Resources Inc	1,634.14	
					412 - 537 60 47 020 - Site Yard Waste Disposal	206.24	
					412 - 537 60 47 020 - Site Yard Waste Disposal	1,020.00	
					101 - 576 80 48 003 - Bingham Caretaker	331.09	
					103 - 595 30 63 020 - Contracted Overlay	76.81	
7834	10/12/2016	Claims	2	184719	Oasys	551.81	
					001 - 514 23 45 000 - Operating Rentals/Leases	551.81	
7835	10/12/2016	Claims	2	184720	Office Depot	67.61	
					001 - 524 20 31 000 - Off/Oper Supps & Books	2.21	
					001 - 524 20 31 000 - Off/Oper Supps & Books	10.95	
					001 - 558 60 31 000 - Supplies/Books	2.22	
					001 - 558 60 31 000 - Supplies/Books	31.33	
					001 - 595 10 31 000 - Supplies	9.94	
					001 - 595 10 31 000 - Supplies	10.96	
7836	10/12/2016	Claims	2	184721	Oliver-Hammer Clothes	290.74	
					412 - 537 80 31 000 - Operating Supplies	117.16	
					103 - 542 30 35 010 - Safety Equipment	173.58	
7837	10/12/2016	Claims	2	184722	Pape Machinery	2,134.61	
					401 - 535 50 48 040 - Maintenance Of Vehicles	2,134.61	
7838	10/12/2016	Claims	2	184723	Partsmaster	258.11	
					401 - 535 80 31 010 - Operating Supplies	258.11	
7839	10/12/2016	Claims	2	184724	Pat Rimmer Tire Ctr Inc	392.49	
					001 - 521 20 48 010 - Repair & Maint - Auto	392.49	
7840	10/12/2016	Claims	2	184725	Petty Cash-Debra Peterson	74.56	
					105 - 572 20 31 010 - Supplies	23.75	
					105 - 572 20 42 010 - Postage	1.14	
					105 - 572 20 49 010 - Tuition/registration	15.00	
					105 - 594 72 64 000 - Books & Materials	34.67	
7841	10/12/2016	Claims	2	184726	Point Blank Enterprises, Inc.	707.58	
					001 - 521 20 26 020 - Ballistic Vests	707.58	
7842	10/12/2016	Claims	2	184727	Popular Science	18.00	
					105 - 594 72 64 000 - Books & Materials	18.00	
7843	10/12/2016	Claims	2	184728	Proquest	913.00	
					105 - 572 20 51 000 - WA Library System	913.00	
7844	10/12/2016	Claims	2	184729	Public Surplus	388.50	
					621 - 386 00 00 001 - Public Surplus Fees	-388.50	
7845	10/12/2016	Claims	2	184730	Public Utility Dis No1	104.26	
					401 - 535 80 47 000 - Public Utilities	104.26	
7846	10/12/2016	Claims	2	184731	Puget Sound Energy	24,229.51	
					001 - 521 20 47 000 - Public Utilities	106.87	
					001 - 522 50 47 000 - Public Utilities	127.64	
					425 - 531 50 47 000 - Public Utilities	142.05	
					401 - 535 80 47 000 - Public Utilities	9,741.99	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

09/29/2016 To: 10/12/2016

Time: 14:17:39 Date: 10/06/2016
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			102 - 536 20 47 000		Public Utilities	44.77	
			412 - 537 80 47 000		Public Utilities	104.60	
			103 - 542 63 47 000		Public Utilities	4.63	
			103 - 542 63 47 000		Public Utilities	96.35	
			103 - 542 63 47 000		Public Utilities	9,079.76	
			103 - 542 63 47 000		Public Utilities	78.84	
			108 - 557 30 41 000		Advertising	20.33	
			105 - 572 20 47 000		Public Utilities	408.60	
			101 - 576 80 47 000		Riverfront	768.72	
			101 - 576 80 47 010		Community Center	147.08	
			101 - 576 80 47 020		Senior Center	380.15	
			101 - 576 80 47 030		Museum Apartments	64.66	
			101 - 576 80 47 040		Train	44.87	
			101 - 576 80 47 050		Hammer Square	188.36	
			101 - 576 80 47 051		Bingham / Memorial	94.97	
			101 - 576 80 47 052		Bingham Caretaker	101.79	
			101 - 576 80 47 052		Bingham Caretaker	10.81	
			101 - 576 80 47 053		Other Utilities	10.81	
			101 - 576 80 47 070		City Hall	2,460.86	
7847	10/12/2016	Claims	2	184732	Pumpstech Inc		9,558.85
					401 - 594 35 64 401 - Machinery & Equip	9,558.85	
7848	10/12/2016	Claims	2	184733	Robert L. Pyritz		396.00
					104 - 595 30 63 040 - Const-Jameson/SR9	396.00	
7849	10/12/2016	Claims	2	184734	Revize LLC		2,188.00
					001 - 518 80 42 021 - Internet Services	2,188.00	
7850	10/12/2016	Claims	2	184735	Ricoh USA Inc		364.77
					001 - 521 20 48 000 - Repairs & Maintenance	75.95	
					001 - 521 20 48 000 - Repairs & Maintenance	106.43	
					001 - 522 20 45 000 - Equipment Lease	75.95	
					001 - 522 20 48 000 - Repairs/Maint-Equip	106.44	
7851	10/12/2016	Claims	2	184736	Romantic Homes		44.95
					105 - 594 72 64 000 - Books & Materials	44.95	
7852	10/12/2016	Claims	2	184737	Sedro-Woolley Auto Parts		585.45
					001 - 518 20 48 000 - Repair & Maintenance	56.38	
					001 - 518 20 48 000 - Repair & Maintenance	101.98	
					001 - 521 20 48 010 - Repair & Maint - Auto	5.48	
					001 - 522 20 48 000 - Repairs/Maint-Equip	7.55	
					412 - 537 50 48 000 - Repairs/maint-equip	8.30	
					412 - 537 50 48 000 - Repairs/maint-equip	93.42	
					412 - 537 80 31 000 - Operating Supplies	138.71	
					412 - 537 80 31 000 - Operating Supplies	11.38	
					412 - 537 80 31 000 - Operating Supplies	29.28	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	16.38	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	5.14	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	67.79	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	43.66	
7853	10/12/2016	Claims	2	184738	Sedro-Woolley Chamber Of		1,383.71
					108 - 557 30 41 011 - Chamber Of Commerce	1,383.71	
7854	10/12/2016	Claims	2	184739	Sedro-Woolley Volunteer		11,558.00
					001 - 522 20 11 010 - Salaries-Volunteers	11,558.00	
7855	10/12/2016	Claims	2	184740	Shred It		218.16
					001 - 511 30 34 000 - Code Book	44.78	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 514 23 31 000 - Supplies	22.39	

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City Of Sedro-Woolley
MCAG #: 0647

09/29/2016 To: 10/12/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					001 - 514 23 31 000 - Supplies	22.39	
					001 - 521 20 31 002 - Office/Operating Supplies	44.78	
					001 - 524 20 31 000 - Off/Oper Supps & Books	6.51	
					001 - 524 20 31 000 - Off/Oper Supps & Books	6.51	
					001 - 558 60 31 000 - Supplies/Books	6.51	
					001 - 558 60 31 000 - Supplies/Books	6.51	
					001 - 595 10 31 000 - Supplies	6.50	
					001 - 595 10 31 000 - Supplies	6.50	
7856	10/12/2016	Claims	2	184741	Sirchie Finger Print		80.06
					001 - 521 20 31 002 - Office/Operating Supplies	80.06	
7857	10/12/2016	Claims	2	184742	Skagit Co Public Works		48,906.88
					412 - 537 60 47 000 - Solid Waste Disposal	48,906.88	
7858	10/12/2016	Claims	2	184743	Skagit County Treasurer		35,984.32
					114 - 523 60 51 022 - Jail Sales Tax Pass Through 2	35,881.26	
					001 - 586 00 00 001 - Crime Victim & Witnss Prog	103.06	
7859	10/12/2016	Claims	2	184744	Skagit Farmers Supply		82.41
					001 - 521 20 31 002 - Office/Operating Supplies	35.79	
					001 - 521 20 31 002 - Office/Operating Supplies	28.20	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	18.42	
7860	10/12/2016	Claims	2	184745	Skagit Publishing		253.21
					001 - 511 60 31 001 - Legal Publications	47.48	
					001 - 511 60 31 001 - Legal Publications	63.30	
					001 - 558 60 41 011 - Advertising Reimbuseable	142.43	
7861	10/12/2016	Claims	2	184746	Skagit Surveyors &		2,345.69
					104 - 595 30 63 040 - Const-Jameson/SR9	2,345.69	
7862	10/12/2016	Claims	2	184747	Skagit Valley Signs		155.43
					001 - 522 20 31 000 - Operating Supplies	155.43	
7863	10/12/2016	Claims	2	184748	Solid Waste Systems Inc		443.23
					412 - 537 80 34 000 - Containers - Garbage	443.23	
7864	10/12/2016	Claims	2	184749	Heather Sorsdal-Hirota		84.00
					001 - 521 40 43 000 - Travel	84.00	
7865	10/12/2016	Claims	2	184750	Staples Business Advantage		255.11
					001 - 521 20 31 002 - Office/Operating Supplies	80.62	
					001 - 521 20 31 002 - Office/Operating Supplies	174.49	
7866	10/12/2016	Claims	2	184751	Nathan Storms		200.00
					412 - 537 80 31 000 - Operating Supplies	200.00	
7867	10/12/2016	Claims	2	184752	Swissphone LLC		161.95
					001 - 522 20 48 000 - Repairs/Maint-Equip	161.95	
7868	10/12/2016	Claims	2	184753	Taste Of Home		32.98
					105 - 594 72 64 000 - Books & Materials	32.98	
7869	10/12/2016	Claims	2	184754	Taunton Direct		69.95
					105 - 594 72 64 000 - Books & Materials	69.95	
7870	10/12/2016	Claims	2	184755	True Value		247.90
					001 - 523 20 31 000 - Office/Operating Supplies	50.41	
					401 - 535 80 31 010 - Operating Supplies	10.30	
					102 - 536 20 31 010 - Operating Supplies	8.13	
					412 - 537 80 31 000 - Operating Supplies	104.12	
					412 - 537 80 31 000 - Operating Supplies	26.66	
					103 - 542 30 31 000 - Operating Supplies	2.66	
					103 - 542 30 31 000 - Operating Supplies	5.20	

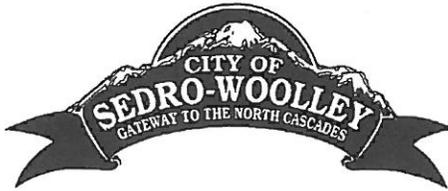
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City Of Sedro-Woolley
MCAG #: 0647

09/29/2016 To: 10/12/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 31 008 -		Operating Sup - Memorial	9.75	
			101 - 576 80 48 006 -		Memorial Park	2.48	
			101 - 576 80 48 009 -		Hammer Square	28.19	
7871	10/12/2016	Claims	2	184756	UPS		42.78
			001 - 521 20 42 010 -		Postage	29.71	
			001 - 522 20 42 010 -		Postage	0.32	
			001 - 522 20 42 010 -		Postage	12.75	
7872	10/12/2016	Claims	2	184757	Van's Equipment Rent Inc		878.85
			425 - 531 50 45 000 -		Rental Equipment	878.85	
7873	10/12/2016	Claims	2	184758	Verizon Wireless		2,951.07
			001 - 513 10 42 020 -		Telephone	35.81	
			001 - 513 10 42 020 -		Telephone	10.02	
			001 - 514 23 42 020 -		Telephone	55.44	
			001 - 515 30 42 001 -		Telephone	55.44	
			001 - 515 30 42 001 -		Telephone	10.02	
			001 - 518 80 42 020 -		Telephone	61.60	
			001 - 521 20 42 020 -		Telephone	56.75	
			001 - 521 20 42 020 -		Telephone	922.85	
			001 - 521 20 42 020 -		Telephone	522.58	
			001 - 522 20 42 020 -		Telephone	44.91	
			001 - 522 20 42 020 -		Telephone	283.16	
			001 - 524 20 42 020 -		Telephone	55.44	
			401 - 535 80 42 030 -		Nextel Cell Phones	69.82	
			401 - 535 80 42 030 -		Nextel Cell Phones	110.88	
			401 - 535 80 42 030 -		Nextel Cell Phones	44.64	
			102 - 536 20 42 020 -		Telephone	8.69	
			102 - 536 20 42 020 -		Telephone	55.44	
			412 - 537 80 42 025 -		Nextel Cell Phones	11.06	
			412 - 537 80 42 025 -		Nextel Cell Phones	166.32	
			412 - 537 80 42 025 -		Nextel Cell Phones	10.02	
			103 - 542 30 42 020 -		Telephone	37.40	
			101 - 576 80 42 020 -		Telephone	43.45	
			101 - 576 80 42 020 -		Telephone	110.88	
			001 - 595 10 42 025 -		Cell Phones	17.40	
			001 - 595 10 42 025 -		Cell Phones	110.88	
			001 - 595 10 42 025 -		Cell Phones	40.17	
7874	10/12/2016	Claims	2	184759	WA St Dept Of Prof Licen		222.00
			001 - 521 20 51 000 -		Intergov Svc-Gun Permits	222.00	
7875	10/12/2016	Claims	2	184760	WA St Off Of Treasurer		6,641.19
			001 - 386 90 00 000 -		State Remittances-Court	-6,641.19	
7876	10/12/2016	Claims	2	184761	WA State Dept Of Ecology		1,302.95
			401 - 535 80 51 020 -		DOE Discharge Permit	1,302.95	
7877	10/12/2016	Claims	2	184762	WA State Patrol		534.00
			001 - 521 10 51 040 -		Access Fees	534.00	
7878	10/12/2016	Claims	2	184763	Waterclear Co Inc (the)		988.76
			401 - 535 80 35 020 -		Solids Handling	988.76	
7879	10/12/2016	Claims	2	184764	Ariel Wesson		33.00
			001 - 521 20 32 000 -		Auto Fuel	33.00	
7880	10/12/2016	Claims	2	184765	Wood's Logging Supply Inc		815.92
			425 - 531 50 48 000 -		Repairs/Maintenance	815.92	
7881	10/12/2016	Claims	2	184766	John Wright		144.70
			001 - 342 40 03 000 -		Building Inspections	-144.70	



CITY COUNCIL AGENDA
REGULAR MEETING

OCT 12 2016

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

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 Keith Wagoner
FROM: Mark A. Freiberger, PE
RE: Agreement with Seahurst Electric, Inc.
Professional Services Agreement 2016-PS-22
DATE: September 23, 2016 (for Council review October 12th, 2016)

ISSUE

Shall City Council authorize Mayor Wagoner to execute the attached Professional Services Agreement 2016-PS-22 to Seahurst Electric Inc., of Everett, WA in the amount of \$46,325?

BACKGROUND/RECOMMENDATION:

The attached Professional Service Agreements includes performing an Arc Flash Study at the WWTP in 2016; Electrical Preventive Maintenance (EPM) work at the WWTP in 2016; De-energized Preventive Maintenance (DPM) work at the WWTP in 2017 and EPM work at the City's twelve pump stations in 2017.

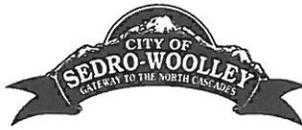
An Arc Flash Study has never been performed and was recommended in the Brown and Caldwell (B&C) Condition Assessment Report as needing to be done within one year. De-energized work is recommended every 3-5 years and was last performed in 2012. EPM work is recommended annually and was last performed in 2014.

The City previously contracted with an authorized TEGG Service group, but switched to a different provider as a cost savings measure. While the overall fees were lower, the new Company did not provide Asset Management reporting or software tracking, a feature also called out in the B&C report as needing to be addressed in the next 1-5 years. Returning to a TEGG Service group will be more cost effective than hiring a separate consultant to provide an Asset Management System for our electrical components.

Funding for the DPM and EPM work will come from the 401 Sewer Fund, BARS #535.50.48.000, Maintenance of Contracts. The Arc Flash Study will be funded from BARS #594-35-63-010, Other Improvements. This work is considered a Professional Service and therefore does not require competitive bidding.

MOTION

Move to authorize Mayor Wagoner to execute the attached Professional Services Agreement 2016-PS-22 to Seahurst Electric, Inc. of Everett, WA in the amount of \$46,325.



PROFESSIONAL SERVICES AGREEMENT No. 2016-PS-22
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this ____ day of October, 2016 by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Seahurst Electric Inc.**, whose address is **2915 Chestnut Street, Everett, WA 98201**, hereinafter referred to as the “Contractor”.

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as design phase services for the **2016-2017 Electrical Preventive Maintenance and Arc Flash Study Project as defined in Exhibits A and B attached hereto** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City’s office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

3. Time of Performance.

The service of the Contractor is to commence

on or before **November 1, 2016**

as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

not later than **December 31, 2017**

pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

6. Compensation and Schedule of Payments.

City shall pay the pursuant to the schedule set forth on **Exhibits A and B, TEGG Basic Agreements, lump sum per work scope items.**

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.

Cost not to exceed **\$46,325** without prior approval of the Director of Public Works.

7. Ownership of Records and Documents.

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2017.**

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

a) Material violation of this agreement.

b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

9. Evaluation and Compliance with the Law.

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

12. Indemnification.

The Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

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

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

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

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

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$2.0 Million**) as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (**\$2.0 Million**) as are acceptable to the City.

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

14. Employment Security.

The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

15. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Assignability.

This agreement is not assignable by either party, without written consent of the other party.

19. Notices.

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

20. Choice of Law/Venue.

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

23. MRSC Roster Registration.

The Contractor shall register or maintain registration on the MRSC Consultant Roster.

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. Debarment.

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

DATED this _____ day of October, 2016.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Name of Professional Business

By: _____



This **TEGG Service Electrical Solution Agreement** dated September 22, 2016 by and between:

City of Sedro Woolley

and

Seahurst Electric, Inc.
2915 Chestnut Street
Everett, WA 98201

Sedro-Woolley, WA 98284

constitutes the entire Agreement between the aforementioned parties and includes scope of service, equipment covered, guarantees, terms and conditions, pricing and payment responsibilities for electrical services provided at:

City of Sedro Woolley: Waste Water Treatment Plant
401 Alexander Street
Sedro Woolley, WA 98284-1969

Solution No.: BAS709176JB
Agreement No.: BAS709176JB

The Scope of Service provided under this Agreement shall include the selected Service Option below. (See Service Options for details.)

- TEGGPrime: A Full Service Guaranteed Maintenance Solution**
- TEGGPremium: A Predictive and Proactive Testing & Service Guaranteed Solution**
- TEGGBasic: A Thermographic and Ultrasonic Guaranteed Solution**
- TEGGBuilders: A New Construction Extended Guarantee Solution**
- TEGGStandard: Energized and/or De-Energized Testing and Service Solution**

This Agreement takes effect on August 30, 2016 and will continue for an original term of 36 months. Unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date, it shall thereafter renew on a year-to-year basis and the service intervals shall repeat. All renewals are subject to the Terms and Conditions of this Agreement.

Agreement Price and Payment Terms:

Your annual Agreement Price based upon the work detailed in the Service Option is:

BASIC AGREEMENT			
	EPM WORK SCOPE (ST LABOR)	DPM WORK SCOPE (ST LABOR)	(OPT. ADDER) SHORT CIRCUIT, COORDINATION & ARC FLASH STUDY
FIRST YEAR: 2016	\$6,250.00	-	\$19,675.00
SECOND YEAR: 2017	-	\$12,950.00	

Payment for these services shall be made Annually in accordance with the Terms and Conditions of this Agreement. This annual Agreement Price is subject to adjustment on each commencement anniversary to reflect increases/decreases in labor, material and other costs.

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement or an approved Addendum.

Authorized For:
City of Sedro-Woolley

Authorized For:
Seahurst Electric, Inc.

Date

Date

Signature

Signature

Debbie Allen
Waste Water Treatment Foreman
City of Sedro-Woolley

Joanna Bowers
TEGG Service General Manager
Seahurst Electric, Inc.

TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:

PO NUMBER _____ DATE OF ISSUE _____ CUSTOMER SIGNATURE _____

NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.



DEFINITIONS

You should note the following words have special meaning throughout the Agreement:

1. "You" and "Your" mean **City of Sedro Woolley: WWTP** and all of its internal and external representatives.
2. "We", "Our", "Ours" and "Us" mean **Seahurst Electric, Inc.** and all of its internal and external representatives.
3. "EDS" means your Electrical Distribution System as defined in the Terms and Conditions.
4. "Covered Components" means those components of the EDS that are listed in the System Components and Planned Service Interval Schedule of this agreement.
5. "Guarantee" means a repair or replacement provision for Covered Components of your EDS as stipulated in the Service Option and defined in the TEGG Service Guarantees section.
6. "Sudden and Accidental Breakdown" means an unexpected event during normal operation that causes direct physical damage to a Covered Component by artificially generated current, including arcing, that damages electrical devices, appliances, or wires, and necessitating repair before being returned to service.

SERVICE OPTIONS

TEGGPrime includes predictive and proactive testing, including infrared thermography, ultrasonic inspection, voltage-ampere diagnostics, power quality measurement, visual inspection, with energized and de-energized maintenance service on a regularly scheduled basis on Covered Components of your EDS, and a full repair or replacement service Guarantee against any Sudden and Accidental Breakdown of Covered Components of your EDS that are satisfactorily tested and accepted by us into the program. This Guarantee includes downstream resultant damage protection for your EDS, overtime, and temporary power while repairs are undertaken. See Terms and Conditions for more details

TEGGPremium includes predictive and proactive testing and analysis, including infrared thermography, ultrasonic inspection, voltage-ampere diagnostics, power quality measurement, visual inspection, and minor energized service maintenance of Covered Components of your EDS. Minor service maintenance includes such tasks as replacing knockouts, external cleaning of enclosures, etc. that can be performed safely while in an energized mode. TEGG Premium includes a full repair or replacement Guarantee against any Sudden and Accidental Breakdown of any Covered Components of your EDS that are satisfactorily tested and accepted by us into the program. See Terms and Conditions for more details.

TEGGBasic includes complete infrared thermography, ultrasonic testing, and visual inspection of the Covered Components of your EDS. TEGG Infrared includes a full 90-day repair or replacement Guarantee against any Sudden and Accidental Breakdown of Covered Components of your EDS that are satisfactorily tested and accepted by us into the program. See Terms and Conditions for more details

TEGGBuilders includes predictive and proactive testing, including infrared thermography, ultrasonic inspection, voltage-ampere diagnostics, power quality measurement, visual inspection, with energized service on a regularly scheduled basis on Covered Components of your EDS. Further, it includes a full 36-month repair or replacement service Guarantee against any Sudden and Accidental Breakdown of Covered Components of your EDS that are satisfactorily tested and accepted by us into the program. This Guarantee includes downstream resultant damage protection for your EDS, overtime, and temporary power while repairs are undertaken. See Terms and Conditions for more details. At the conclusion of this Agreement, you may roll this Agreement into a TEGGPrime Agreement.

TEGG Standard may include, but not limited to, predictive and proactive testing, including infrared thermography, ultrasonic inspection, voltage-ampere diagnostics, power quality measurement, visual inspection, minor energized service maintenance and de-energized service of the scheduled components of your EDS. **TEGG Standard does not include a repair or replacement Guarantee.**

SERVICE DELIVERABLES

Preventive Maintenance

- Energized Maintenance Service
- De-energized Maintenance Service

Testing and Analysis

- Predictive Proactive Testing
- Energized Analysis
- De-energized Analysis
- True RMS Voltage and Current
- Harmonics Voltage and Current

Infrared Thermography and Ultrasonic Testing

- Infrared Thermography
- Ultrasonic Testing
- Visual & Mechanical Inspection



OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional Predictive and Proactive Services as specified on the System Planned Service Interval Schedule.
2. If included, provide consultative input for developing the Capital Asset Management Plan for your EDS.
3. Utilize TEGGTask®, a customized, task-oriented, computer-based asset management program developed exclusively for TEGG Service Customers.
4. Tag and assign a unique identification (ID) number to each component to be serviced.
5. Make appropriate notations and corrections on your existing one-line electrical drawings (if available).
6. Assure that only Certified TEGG Technicians and/or Certified TEGG Electricians (as appropriate) perform the services provided in this Agreement.
7. Assure that our staff always check-in and checkout with you and provide you with a copy of the detailed TEGG Service Report at the conclusion of each visit.
8. Assign a Lead Technician/Electrician to have Primary Responsibility for work to be performed within your facility.
9. Coordinate all work with your staff to assure safety and minimal disruption of your operations.
10. Redeem all commitments made to you in a professional and timely manner, in compliance with both the applicable electrical code and TEGG Corporation's Standards of Performance.
11. Provide you with our Preferred Service Customer Discount for any electrical labor requirements above and beyond the scope of this Agreement.
12. Assist you in coordinating the de-energizing of your EDS, as required, with the appropriate utility company.
13. Repair or replace any EDS Covered Component per the applicable Service Option and Guarantee selected.

YOUR RESPONSIBILITIES INCLUDE:

1. Assign a Primary Contact with whom we should work to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all electrical one-line drawings or prints.
3. Assign, if required, an escort to provide our Certified TEGG Service personnel with appropriate access to electrical components and/or areas.
4. Provide us with your protocols and regulations regarding working within your facility, such as: parking, sign-in/sign-out and security procedures, emergency contacts, and other appropriate information.
5. Permit only our representatives to perform work on the covered electrical components, as we will only Guarantee our work and not the work of other parties.
6. Assure that the applicable electrical components are under load when our energized service and/or predictive and proactive testing services take place.
7. If de-energized work is scheduled within your facility, assure that the necessary occupants are provided with advance notification of the impending electrical outage and its anticipated duration.
8. Coordinate the de-energizing of your electrical system, as required, with the appropriate utility.
9. Bear the cost to repair or replace of any Covered Component deemed by us to be in a worn or doubtful condition. Should you choose to not make the required repair or replacement, the component shall continue to receive regular service, but is automatically removed from the repair or replacement Guarantee provisions of this Agreement.
10. If included, work with us to help you develop a Capital Asset Management Plan for your electrical distribution system.
11. Provide us with your critique of our services and suggestions for on-going improvements as part of our Customer Assurance Review and Evaluation program.

TEGG SERVICE GUARANTEES

TEGGPrime Guarantee shall become effective upon the satisfactory initial tests and inspection of the Covered Components and acceptance by us. Our Guarantee is conditional on the initial and annual energized and de-energized maintenance service inspections, regardless of lapse time and expires upon cancellation or termination of this agreement.

If worn or doubtful components are discovered during any regularly scheduled energized and de-energized service inspection, and these Covered Components have not incurred a Sudden and Accidental Breakdown, these components must be repaired or replaced by you for the Guarantee to remain in effect. If you decide not to repair or replace these components, they will continue to receive regular scheduled service, but shall be automatically removed from the Guarantee provisions.

If as a direct result of a Sudden and Accidental Breakdown of a Covered Component there is any additional damage to your EDS, which was caused directly by the Covered Component breakdown, we will repair or replace, whichever is less, the additional damaged electrical equipment of the EDS at no charge to you.

Further, we will provide 24X7 emergency response and reasonable expediting services, such as overtime, express shipment, temporary repairs, etc., and provide emergency temporary power if required.



TEGG Premium Guarantee shall become effective upon the satisfactory initial tests and inspection of the Covered Components and acceptance by us. Our Guarantee is conditional on the initial and annual energized maintenance service inspections, regardless of lapse time and expires upon cancellation or termination of this agreement.

If worn or doubtful components are discovered during any regularly scheduled energized and de-energized service inspection, and these Covered Components have not incurred a Sudden and Accidental Breakdown, these components must be repaired or replaced by you for the Guarantee to remain in effect. If you decide not to repair or replace these components, they will continue to receive regular scheduled service, but shall be automatically removed from the Guarantee provisions.

Further, we will provide 24X7 emergency response and overtime services as necessary to expedite the repair.

TEGG Basic Guarantee shall become effective upon the satisfactory results of our testing and inspection of the Covered Components and shall continue for 90-days or until this agreement is terminated. All repairs shall be completed during our normal business hours. If worn or doubtful components are discovered during any subsequent regularly scheduled reinspection and these Covered Components have not incurred a Sudden and Accidental Breakdown, these components must be repaired or replaced by you for the Guarantee to renew for another 90 days.

TEGG Builders Guarantee is a 36-month Guarantee and shall become effective at the end of the regular warranty period of new construction projects. It is dependent upon the satisfactory initial tests and inspection of the Covered Components and acceptance by us.

If worn or doubtful components are discovered during initial scheduled energized service inspection, these Covered Components must be repaired or replaced under warranty by the installing contractor before the Guarantee becomes effective. If you decide not to repair or replace these components, they will continue to receive regular scheduled service, but shall be automatically removed from the Guarantee provisions.

If as a direct result of a Sudden and Accidental Breakdown of a Covered Component there is any additional damage to your EDS, which was caused directly by the Covered Component breakdown, we will repair or replace, whichever is less, the additional damaged electrical equipment of the EDS at no charge to you.

Further, we will provide 24X7 emergency response and reasonable expediting services, such as overtime, express shipment, temporary repairs, etc., and provide emergency temporary power if required.

ELECTRICAL SYSTEM ANALYSIS REPORT:

Your authorized representative will be immediately informed, while we are on site, of any serious condition or safety hazard that we identify.

At the completion of our predictive and proactive service visits, we will compile the results of all inspections, measurements, surveys, and predictive and proactive service activities. We will then analyze these results to ascertain the condition of the Covered Components. The analysis will be documented in a TEGG Service Electrical Systems Analysis (ESA) report, which will be shared only with your authorized representative(s).

The Electrical Systems Analysis report will be reviewed with you, and include any recommended repairs, solutions, opportunities for improved electrical system efficiency, reduced electrical utility costs, improved safety conditions and/or minimize the risk of downtime. If any Covered Component under this Agreement is found to be in a worn or doubtful condition, we will provide you with the options and associated costs to either: (1) repair or replace the doubtful component; or (2) automatically remove the doubtful component from the Guarantee repair or replacement provision of this Agreement.

AGE AND OBSOLESCENCE OF EQUIPMENT:

At our initial and annual re-inspection service visits we will identify any Covered Components that have reached or exceeded their useful life expectancy or are in a worn and doubtful condition necessitating a recommended repair, refurbishment, upgrade or replacement. Upon such discovery, we will provide you with a separate proposal for repairs with associated cost. Should you choose to not make the required repair or replacement, the component shall continue to receive regular service, but is automatically removed from the repair or replacement Guarantee provisions of this Agreement.

If the Customer elects to have any repairs or replacements of Covered Components performed by someone other than the Authorized TEGG Service Provider, the Covered Components must be re-certified by the Authorized TEGG Service Provider at the customer's expense, prior to extending the Guarantee provisions.

TERMS AND CONDITIONS:

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the price guaranteed in this Agreement, you agree to permit us free and timely access to areas, electrical system(s), circuit(s) and/or equipment, and allow us to energize and de-energize the electrical system and/or circuits and to start and stop the equipment as necessary. No equipment will be turned off without your prior approval. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Acceptance of Equipment: The annual Agreement Price is conditioned upon the Covered Components being in a satisfactory condition with no worn or doubtful components. If the initial and annual predictive and proactive inspection visit and the resulting Electrical Systems Analysis indicates that a repair or replacement of worn or doubtful components is required, a firm quotation for this repair or replacement will be provided to you for approval. Should you not authorize the repair or replacement, those worn and doubtful component(s) are automatically removed from the Guarantee repair or replacement provisions of this Agreement. We will continue to provide all maintenance services on these components per the Service Option exclusive of the repair and replacement Guarantee.

Electrical Distribution System: For the purpose of this Agreement, the electrical distribution system (EDS) is defined as all wiring, cables, bus structure, conductors and components within the Customer's premises used for the distribution of electricity from the point of attachment to the utility to the connection at the line side of any final installed load and includes all of the Customer's switchgear, breakers, disconnects, auto transfer devices, batteries, power conditioners, capacitors, power distribution centers, relays, motor control centers, and motor controllers that are used to distribute power within the Customer's facility, but does not include any rotating electrical equipment. If rotating electrical equipment is included in the Agreement, the scope of this Agreement then applies only to the electrical components of such rotating equipment and does not include any prime mover or driven equipment, such as an engine, turbine, compressor, pump or machine.

Exclusions: This Agreement does not include responsibility for the design of the system; obsolescence of equipment or parts; non-maintainable parts (such as conduit, fuses, etc.) repair or replacement necessitated by action of the elements or forces of nature (such as lightning and electrical storms), vandalism, fire, misuse or abuse of the system(s); work performed on the system(s) by anyone other than our representatives; negligence of others (including you); your failure to properly operate the system (such as overloading of circuits); requirements of governmental, regulatory or insurance agencies; electrical utility power deficiencies (such as surges, phase loss or power loss); the operation of a safety device, the depletion of a battery charge or the inability of batteries to hold a charge; or other causes beyond our control. The Guarantee repair or replacement provisions shall not apply to feeder cables, wires outside the Covered Component, conduit, fuses or any components rated at greater than 38kV.

Payment Terms: The Customer shall be invoiced upon signing this Agreement and prior to service delivery. You agree to promptly pay invoices within thirty (30) days of receipt. Should a payment become forty-five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or terminate this Agreement. If this happens, the entire Agreement Price (less prior payments) will become due and payable immediately upon demand.

In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials provided.

Extra Work: If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge over this Agreement price.

Structures & Buildings: Unless otherwise stated elsewhere in this Agreement, we will not be required to move, replace or alter any part of the building or structures in the performance of this Agreement.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than our representatives. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the scope of this Agreement. Should anyone other than our representatives perform such work, we may, at our option, terminate this Agreement or eliminate the involved component(s) from the Guarantee repair or replacement provision of this Agreement.

Urgent Call Out: If an Urgent Service call is made at your request and inspection indicates a condition, which is not covered under this Agreement, we may charge you for our services at the rate then in effect.

Temporary Power: Except as provided under the Guarantee provisions in a TEGGPrime and TEGGBuilders program, this agreement price does not include any provision for temporary power. If temporary power or emergency generators are requested, these services will be provided and charged to you at the rate then in effect.

Responsibility for Tools & Equipment: If you request a multi-day power quality monitoring service, we may have to leave materials, tools, instruments, and/or equipment at your premises, and you agree to be responsible for any loss or damage to our materials, tools, instruments, and/or equipment while stored on your premises. You also agree to bear the risk of any loss or damage to the work that has been completed by us.



Hold Harmless: In the unlikely event that there is a claim, damage, loss or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you or for anyone for whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Hazardous Communications: In order to comply with OSHA Hazard Communication Standard Regulations, you agree to make available to our personnel all pertinent Material Safety Data Sheets (MSDS) if required.

Hazardous Substances: Our obligations under this proposal and any Agreements do not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, our sole obligation will be to notify you of the existence of such products and materials. We will have the right thereafter to suspend our work until such products or materials and resultant hazards are removed. The time for completion of the work under this Agreement shall be extended to the extent caused by the suspension of work, and the Agreement Price will be equitably adjusted.

Delays Outside Our Control: In the unlikely event that there is a delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes (including those by our representatives), lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will we be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect or consequential damages.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted trade practices for similar services. In no event will our liability exceed the total amount of compensation we receive for the services rendered, except for the cost of repair or replacement of equipment covered under the Guarantee Repair or Replacement provision of this Agreement. Said Repair or Replacement Guarantee shall be limited to a maximum \$5,000,000 Limit of Loss with a \$100,000 Sub Limit for Overtime, Express Shipments and Temporary Power.

Dispute Resolution: Should a dispute arise between you and us that remains unresolved, then either party may seek exclusive relief through the procedures of the American Arbitration Association (AAA), Commercial Arbitration and Mediation Center for the Americas (CAMCA), or any equivalent recognized independent arbitrating organization. A single arbitrator shall decide all disputes. The arbitrator shall render a decision no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute. A prevailing party is a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it.

We both agree that any action through arbitration against either of us relating to any breach of this Agreement must be commenced within one (1) year from the date of the work.

Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that parts repaired or replaced by us will be free from defects in workmanship and material for one year. **WE DISCLAIM ALL OTHER WARRANTIES ON THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Purchase Orders: You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in your purchase order will have any force or effect.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Early Termination: In the event you terminate this Agreement for any reason other than our breach before its intended expiration date, you agree to pay the entire stated price for the year of cancellation or reimburse all costs for the work performed to date, whichever is greater.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective, will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

SYSTEM COMPONENTS & PLANNED SERVICE INTERVAL SCHEDULE

WASTE WATER TREATMENT PLANT		<u>FIRST YEAR</u> 2016			<u>SECOND YEAR</u> 2017		
QTY	ELECTRICAL DISTRIBUTION SYSTEM COMPONENT	EPM	DPM	IR/UE	EPM	DPM	IR/UE
8	Branch Circuit Panel			8		-	
12	Motor Control Center Section			12		12	
37	MCC: Combination Motor Starter			37		37	
10	MCC: Safety Disconnect			10		10	
2	Individual Disconnect/Safety Switch			2		-	
1	Individual Molded Case Breaker			1		-	
7	Transformer (Dry)			7		7	
2	Auto Transfer Switch			2		2	
4	Control Panel / Cabinet			4		-	
1	Generator			-		-	
1	(MV) Disconnect/Safety Switch (Encl)			1		1	
1	(MV) Oil Filled Transformer			1		1	
1	(MV) Utility Transformer			-		-	
BASIC AGREEMENT PRICE PER YEAR (EXCLUDING TAX)		\$6,250.00			-		
- DPM Scope of Work: ST (Straight Time) Labor Rate		-			\$12,950.00		
- Optional Adder: Short Circuit, Coordination, & Arc Flash Study Completion		\$19,675.00					



ATTACHMENT A

SHORT-CIRCUIT, COORDINATION, AND ARC FLASH HAZARD ANALYSIS STUDIES FOR SEDRO-WOOLLEY WWTP

In order to provide a complete arc flash analysis, a system model will be created for each building using the SKM Systems Analysis software. This model will represent the system from the utility connection points down to and including all major equipment locations such as panelboards, motor control centers (MCCs), switchboards and switchgear described within the 'Seahurst Electric, Inc. TEGG Maintenance Agreement Equipment Inventory'. The model will include the impedance model (cables, transformers, etc.), sources of short circuit contribution (utility, source, large motors, etc.) and the tripping characteristics of the overcurrent protection.

The arc flash analysis will be performed according to the IEEE 1584 equations that are presented in NFPA70E-2015, Informative Annex D. The short circuit calculations and the clearing times of the devices will be retrieved from the system model.

For the arc flash calculations, the *worst-case* scenario is not always described by the greatest magnitude of fault current. An innovative method of considering several scenarios and providing a *worst-case* scenario for each system location will be used. The arc flash analysis will, therefore, include calculations for maximum and minimum contributions of fault current magnitude. The range of available fault currents from the various shore power facilities, generator scenarios and motor contribution will be addressed.

SCOPE OF WORK/SPECIFICATIONS TO BE COMPLETED FOR EACH FACILITY STUDY:

Short-Circuit Study / Coordination Study

Background

The best-designed electrical distribution systems will occasionally experience short circuits. Overcurrent protective devices such as fuses and circuit breakers should isolate the fault current at desired locations safely with minimal equipment damage and minimal disruption of facilities processes. Other components of the distribution system, such as transformers, cables, and disconnect switches, must be able to withstand the mechanical and thermal stresses produced by the fault current flowing through them. The magnitudes of short circuit current are determined by calculation, and electrical equipment ratings are selected based upon the calculation results.

Procedures

The study input data shall include the utility short circuit contribution, resistance, and reactance components of the branch impedances, the X/R ratios, motor and generator contributions, base quantities selected, and other source impedances down to and including all equipment listed in the scope of work.

The maximum available fault current at each significant location throughout the system will be calculated. The short circuit tabulations shall include symmetrical fault currents and X/R ratios, for both momentary and interrupting conditions. For each fault location, the total duty on the bus, as well as the individual contribution from each connected branch, shall be included with its respective X/R ratio.

All short circuit calculations will be made in accordance with the latest standards adopted by the American National Standards Institute (ANSI) and the National Electrical Code (NEC). Each interrupting protective device will be analyzed to determine if its interrupting and momentary ratings can withstand the calculated interrupting and momentary duties. If the study reveals problem areas, the study will recommend changes to improve system performance.

Results

At the conclusion of the Short Circuit Study, the following will be submitted for each circuit condition analyzed:

- Fault current calculation summary listing momentary and interrupting duties with their respective X/R ratios,
- Tabulated summaries listing circuit breaker, fuse and other protective device interrupting and momentary duties in percent of their respective ratings,
- Complete fault current magnitudes, including individual branch current contributions, for each bus in the electrical distribution system,
- Complete tabulation of circuit breaker, fuse and other protective device momentary and interrupting ratings versus calculated short circuit duties for every protective device in the scope of the Short Circuit Analysis,
- Recommendations for replacement or retrofit of overdutied protective devices
- Definitions of terms and guidelines for interpretation of computer printout.

Protective Device Coordination Study

Background

A protective device coordination study determines the characteristics, ratings, and settings of overcurrent protective devices that will ensure that the minimum unfaulted load is interrupted when the protective devices isolate a fault or overload anywhere in the distribution system. At the same time, the devices and settings are selected to provide satisfactory protection against overloads on equipment and interrupt short circuits as rapidly as possible.

The coordination study evaluates current transformer ratios, protective relay characteristics and settings, fuse ratings, and low-voltage circuit breaker ratings, characteristics, and trip settings. It also provides other information pertinent to the provision of optimum protection and selectivity in coordination of devices.

Study Procedure

Using the SKM Systems Analysis Computer Program, the protective device coordination will be evaluated. Revised time-current coordination curves showing the recommended phase and ground-fault protective device time-current characteristics will be plotted. Time current curves for the protective devices that do not require change will also be plotted. The curves will illustrate the coordination among the devices shown on the system one-line diagram.

The coordination curves will include, as a minimum, the following information:

- Appropriate NEC and ANSI protection criteria for equipment.
- Magnetizing inrush points of transformers.
- A simplified one-line diagram identifying the devices plotted.
- Short-circuit current levels used for coordination.
- Motor starting characteristics, where applicable.

Results

- Detailed recommendations for new and replacement protective devices when the study determines those existing devices do not provide proper protection or coordination.
- Time-current coordination curves with the information described above,
- Tabulations of recommended protective device settings identified by location, equipment number, function number and adjustable range

Arc Flash Hazard Analysis

Background

NFPA 70E-2015, Article 110.3(F) states that an electrical safety program shall include a hazard identification and risk evaluation procedure to be used before work is started within the limited approach boundary or within the arc flash boundary of energized electrical conductors operating at 50 volts or more or where an electrical hazard exists. This analysis will present only the results of an incident energy evaluation conducted in accordance with NFPA 70E-2015 130.5(B)(1). Risk will be evaluated by engineering as the risk depends on a number of factors. These include the nature of the task being performed and the condition of the equipment. Selection of personal protective equipment (PPE) must be made based on the incident energy level that is presented in the final report and a risk assessment to be made by the qualified person. NFPA 70E-2015, Article 130.7(A) states that employees working in areas where electrical hazards are present shall be provided with, and shall use, protective equipment that is designed and constructed for the specific part of the body to be protected and for the work to be performed. NFPA 70E-2015, Table H.3(b) provides guidance for the selection of PPE based on calculated incident energy exposure.

NFPA 70E-2015 and IEEE Std 1584-2002 provide equations and methods to accurately calculate the arc flash boundary and incident energy at specific locations within a facility's electrical system. Any location where work may be performed on or near energized electrical conductors and circuit parts is subject to the arc flash standards. PPE used to guard against arc flash hazard should be considered the last line of defense. It is also important to note that the use of PPE is not intended to prevent all injuries from an arc flash. The goal of determining PPE levels using an incident energy analysis is to identify the level of protection required to limit the injury to the onset of a second degree burn in the event of an arc flash while avoiding the use of more protection than is needed so as to minimize risk of heat stress, reduced visibility and limited body movement.

Procedure

In accordance with NFPA 70E and IEEE 1584, SKM Systems Analysis software provides the calculation of these values. The equations used in these calculations are based on actual test values. These tests measured the calories per square centimeter (cal/cm^2) radiating from a simulated arcing fault. The measurements were performed at a theorized working distance of 18 inches.

The intent of the NFPA 70E and IEEE 1584 guidelines is to establish standard calculations to determine an Approach Boundary and incident energy exposure at the associated working distance, which are used to determine the minimum arc rating of PPE that will limit the injury to the onset of a second-degree burn to the face and the torso of the worker. An incident energy of $1.2 \text{ cal}/\text{cm}^2$ represents the onset of a second-degree burn.

NFPA 70E-2015 Article 130.7 (A) Informational Note 3 states that when incident energy exceeds $40 \text{ cal}/\text{cm}^2$ at the working distance, greater emphasis may be necessary with respect to de-energizing before working within the limited approach boundary of the exposed electrical conductors or circuit parts.

The Arc Flash analysis considers each medium and low voltage system location within the scope of the work. IEEE Std 1584TM-2002 states that equipment below 240 V need not be considered unless it involves at least one 125 kVA or larger low-impedance transformer in its immediate power supply. Therefore, no detailed calculations will be performed for 120/208V locations supplied by a transformer smaller than 125kVA, however labels will be provided for these locations and will be labeled as less than $1.2 \text{ cal}/\text{cm}^2$. For the detailed calculations, the SKM Systems Analysis software determines the available fault currents for each location and the clearing time of the device protecting the same location. From these determinations, the potential incident energy is calculated for each location. Arc flash computations shall include both line and load side of main breaker calculations, where necessary.

The results of this study will be based on a protective device clearing time that is capped at 2 seconds. This is based on IEEE Std 1584TM-2002, Annex B, Instructions and Examples, page 76, which states *"If the time is longer than two seconds, consider how long a person is likely to remain in the location of the arc flash. It is likely that a person exposed to an arc flash will move away quickly if it is physically possible and two seconds is a reasonable maximum time for calculations. A person in a bucket truck or a person who has crawled into equipment will need more time to move away."*

Results

At the conclusion of the Arc Flash Hazard Study, Eaton will submit the following for each circuit condition and work location analyzed:

- Arcing fault magnitude
- Device clearing time
- Duration of arc
- Arc flash boundary
- Working distance
- Incident energy
- General recommendations for arc flash hazard reduction.

Recommendations for new equipment and/or system changes necessary to reduce the calculated arc flash energy level below 40 cal/cm², where possible, will also be provided.

Many solutions are available including, but not limited to, deenergized work, Arc Flash Reduction Maintenance Systems or other multiple settings group solutions, adjusting settings on existing circuit breakers, Lock Out Tag Out (LOTO) procedures, and new circuit breakers with more flexible adjustable trip settings. The preferred solution is working on the equipment deenergized. However, NFPA 70E Article 130.1-A-1 & 2 state:

(1) Greater Hazard. Energized work shall be permitted where the employer can demonstrate that deenergizing introduces additional or increased hazards.

(2) Infeasibility. Energized work shall be permitted where the employer can demonstrate that the task to be performed is infeasible in a deenergized state due to equipment design or operational limitations.

Please note that Arc Flash Hazard mitigation is possible for most, but not all electrical systems. This quote is not a guarantee that a solution is available.

Arc Flash Labels

Arc flash warning labels will be provided in the following manner.

- For each low voltage panelboard, one arc flash label will be provided.
- For each motor control center, one arc flash label will be provided.
- For each low voltage switchboard, one arc flash label will be provided.
- For each low and/or medium voltage switchgear, one flash label will be provided.
- For medium voltage switches one arc flash label will be provided
- Additional labels will require advance notification in writing and an appropriate change order.

All labels will be based on recommended overcurrent device settings and will be provided after the results of the analysis have been presented to the customer and after any system changes, upgrades or modifications have been incorporated in the system.

Labels will be 4 in. x 4 in. thermal transfer type label of high adhesion polyester for each work location analyzed and will be machine printed, with no field markings. The label shall have an orange header with the wording, "WARNING, SHOCK & ARC FLASH HAZARD", and shall include the following information (see example label on following page). :

- Location designation
- Nominal voltage
- Arc flash boundary
- Incident energy
- Working distance
- Shock Boundaries
- Engineering report number, revision number and issue date.

(sample label provided on following page)

FIGURE 1: SAMPLE 4" X 4" ARC FLASH WARNING LABEL

 <h1 style="margin: 0;">WARNING</h1> <h2 style="margin: 0;">SHOCK & ARC FLASH HAZARD</h2>		
 <small>Powering Business Worldwide</small>	Location: REEFER PWR CTR 4 Report #: TQSISE0007429.3 Rev. 0	Label #146 Issued: AUG-2012
LINE SIDE of MAIN	24' - 8" <hr/> ARC FLASH BOUNDARY	<p>GREATER THAN 40 cal/cm² CALCULATED INCIDENT ENERGY AT 1' - 6" WORKING DISTANCE. REFER TO STUDY REPORT AND SITE SAFETY PROGRAM FOR ADDITIONAL SAFETY INFORMATION.</p>
LOAD SIDE of MAIN	4' - 2" <hr/> ARC FLASH BOUNDARY	<p>6.4 cal/cm² CALCULATED INCIDENT ENERGY AT 1' - 6" WORKING DISTANCE</p>
480 V Shock Hazard Min. Glove Class: 00		Limited Approach Boundary: 3' - 6" Restricted Approach Boundary: 1' - 0" Prohibited Approach Boundary: 0' - 1"

Study OneLine Diagrams

A one-line diagram of the electrical distribution system will be provided to support the system evaluation and analysis only. The one-line should not be used as an "as-built" drawing, for system trouble-shooting or as an aid in maintenance switching plans and/or procedures.

The one-line diagram will show the power system starting at the Snohomish County PUD transformer down to and including all major equipment locations such as switchboards and panelboards illustrated on the one-line diagram listed above.

The one-line diagram will show the identification and ratings of electrical equipment covered in this study, such as: transformers, cables, motors, circuit breakers, protective relays, fuses, current transformers, etc.

System Review, Recommendations and Report

The study report for each building will be submitted individually, with the lead-time being 6-8 weeks after all necessary data is collected/obtained (including the utility information) for each individual building.

A TEGG ESA Report, both in hard-copy and in electronic interactive TEGGPro formats, will be submitted, inclusive of all equipment data collected (equipment nameplate information, equipment fed-by/equipment tree one-lines) and any/all test results/anomalies found.

An on-site presentation and discussion of study and TEGG testing results and recommendations will be held at the customer's site. During the on-site study presentation, all questions and concerns regarding the study and testing results will be addressed. *(Should it be determined that system changes, upgrades or modifications will be incorporated in order to eliminate dangerous locations or reduce the hazard class at any location in the power system, the resulting study revision will be quoted and performed under a separate order.)*



This **TEGG Service Electrical Solution Agreement** dated September 22, 2016 by and between:

City of Sedro Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

and

Seahurst Electric, Inc.
2915 Chestnut Street
Everett, WA 98201

constitutes the entire Agreement between the aforementioned parties and includes scope of service, equipment covered, guarantees, terms and conditions, pricing and payment responsibilities for electrical services provided at:

City of Sedro-Woolley
Waste Water Treatment Plant: Pump Station Sites

Solution No.: BAS709237JB
Agreement No.: BAS709237JB

The Scope of Service provided under this Agreement shall include the selected Service Option below. (See Service Options for details.)

- TEGGPrime: A Full Service Guaranteed Maintenance Solution
- TEGGPremium: A Predictive and Proactive Testing & Service Guaranteed Solution
- TEGGBasic: A Thermographic and Ultrasonic Guaranteed Solution
- TEGGBuilders: A New Construction Extended Guarantee Solution
- TEGGStandard: Energized and/or De-Energized Testing and Service Solution

This Agreement takes effect on March 8, 2016 and will continue for an original term of 36 months. Unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date, it shall thereafter renew on a year-to-year basis and the service intervals shall repeat. All renewals are subject to the Terms and Conditions of this Agreement.

Agreement Price and Payment Terms:

Your annual Agreement Price based upon the work detailed in the Service Option is:

- WWTP PUMP STATIONS - BASIC AGREEMENT		
FIRST YEAR:	2016	-
SECOND YEAR:	2017	\$7,450.00

Payment for these services shall be made Annually in accordance with the Terms and Conditions of this Agreement. This annual Agreement Price is subject to adjustment on each commencement anniversary to reflect increases/decreases in labor, material and other costs.

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement or an approved Addendum.

Authorized For:
City of Sedro-Woolley

Authorized For:
Seahurst Electric, Inc.

Date

Date

Signature
Debbie Allen
Waste Water Treatment Foreman
City of Sedro-Woolley

Signature
Joanna Bowers
TEGG Service General Manager
Seahurst Electric, Inc.

TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:

PO NUMBER _____ DATE OF ISSUE _____ CUSTOMER SIGNATURE _____

NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.



DEFINITIONS

You should note the following words have special meaning throughout the Agreement:

1. "You" and "Your" mean **City of Sedro Woolley WWTP: Pump Stations** and all of its internal and external representatives.
2. "We", "Our", "Ours" and "Us" mean **Seahurst Electric, Inc.** and all of its internal and external representatives.
3. "EDS" means your Electrical Distribution System as defined in the Terms and Conditions.
4. "Covered Components" means those components of the EDS that are listed in the System Components and Planned Service Interval Schedule of this agreement.
5. "Guarantee" means a repair or replacement provision for Covered Components of your EDS as stipulated in the Service Option and defined in the TEGG Service Guarantees section.
6. "Sudden and Accidental Breakdown" means an unexpected event during normal operation that causes direct physical damage to a Covered Component by artificially generated current, including arcing, that damages electrical devices, appliances, or wires, and necessitating repair before being returned to service.

SERVICE OPTIONS

TEGGPrime includes predictive and proactive testing, including infrared thermography, ultrasonic inspection, voltage-ampere diagnostics, power quality measurement, visual inspection, with energized and de-energized maintenance service on a regularly scheduled basis on Covered Components of your EDS, and a full repair or replacement service Guarantee against any Sudden and Accidental Breakdown of Covered Components of your EDS that are satisfactorily tested and accepted by us into the program. This Guarantee includes downstream resultant damage protection for your EDS, overtime, and temporary power while repairs are undertaken. See Terms and Conditions for more details

TEGGPremium includes predictive and proactive testing and analysis, including infrared thermography, ultrasonic inspection, voltage-ampere diagnostics, power quality measurement, visual inspection, and minor energized service maintenance of Covered Components of your EDS. Minor service maintenance includes such tasks as replacing knockouts, external cleaning of enclosures, etc. that can be performed safely while in an energized mode. TEGG Premium includes a full repair or replacement Guarantee against any Sudden and Accidental Breakdown of any Covered Components of your EDS that are satisfactorily tested and accepted by us into the program. See Terms and Conditions for more details.

TEGGBasic includes complete infrared thermography, ultrasonic testing, and visual inspection of the Covered Components of your EDS. TEGG Infrared includes a full 90-day repair or replacement Guarantee against any Sudden and Accidental Breakdown of Covered Components of your EDS that are satisfactorily tested and accepted by us into the program. See Terms and Conditions for more details

TEGGBuilders includes predictive and proactive testing, including infrared thermography, ultrasonic inspection, voltage-ampere diagnostics, power quality measurement, visual inspection, with energized service on a regularly scheduled basis on Covered Components of your EDS. Further, it includes a full 36-month repair or replacement service Guarantee against any Sudden and Accidental Breakdown of Covered Components of your EDS that are satisfactorily tested and accepted by us into the program. This Guarantee includes downstream resultant damage protection for your EDS, overtime, and temporary power while repairs are undertaken. See Terms and Conditions for more details. At the conclusion of this Agreement, you may roll this Agreement into a TEGGPrime Agreement.

TEGG Standard may include, but not limited to, predictive and proactive testing, including infrared thermography, ultrasonic inspection, voltage-ampere diagnostics, power quality measurement, visual inspection, minor energized service maintenance and de-energized service of the scheduled components of your EDS. **TEGG Standard does not include a repair or replacement Guarantee.**

SERVICE DELIVERABLES

Preventive Maintenance

- Energized Maintenance Service
- De-energized Maintenance Service

Testing and Analysis

- Predictive Proactive Testing
- Energized Analysis
- De-energized Analysis
- True RMS Voltage and Current
- Harmonics Voltage and Current

Infrared Thermography and Ultrasonic Testing

- Infrared Thermography
- Ultrasonic Testing
- Visual & Mechanical Inspection



OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional Predictive and Proactive Services as specified on the System Planned Service Interval Schedule.
2. If included, provide consultative input for developing the Capital Asset Management Plan for your EDS.
3. Utilize TEGGTask[®], a customized, task-oriented, computer-based asset management program developed exclusively for TEGG Service Customers.
4. Tag and assign a unique identification (ID) number to each component to be serviced.
5. Make appropriate notations and corrections on your existing one-line electrical drawings (if available).
6. Assure that only Certified TEGG Technicians and/or Certified TEGG Electricians (as appropriate) perform the services provided in this Agreement.
7. Assure that our staff always check-in and checkout with you and provide you with a copy of the detailed TEGG Service Report at the conclusion of each visit.
8. Assign a Lead Technician/Electrician to have Primary Responsibility for work to be performed within your facility.
9. Coordinate all work with your staff to assure safety and minimal disruption of your operations.
10. Redeem all commitments made to you in a professional and timely manner, in compliance with both the applicable electrical code and TEGG Corporation's Standards of Performance.
11. Provide you with our Preferred Service Customer Discount for any electrical labor requirements above and beyond the scope of this Agreement.
12. Assist you in coordinating the de-energizing of your EDS, as required, with the appropriate utility company.
13. Repair or replace any EDS Covered Component per the applicable Service Option and Guarantee selected.

YOUR RESPONSIBILITIES INCLUDE:

1. Assign a Primary Contact with whom we should work to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all electrical one-line drawings or prints.
3. Assign, if required, an escort to provide our Certified TEGG Service personnel with appropriate access to electrical components and/or areas.
4. Provide us with your protocols and regulations regarding working within your facility, such as: parking, sign-in/sign-out and security procedures, emergency contacts, and other appropriate information.
5. Permit only our representatives to perform work on the covered electrical components, as we will only Guarantee our work and not the work of other parties.
6. Assure that the applicable electrical components are under load when our energized service and/or predictive and proactive testing services take place.
7. If de-energized work is scheduled within your facility, assure that the necessary occupants are provided with advance notification of the impending electrical outage and its anticipated duration.
8. Coordinate the de-energizing of your electrical system, as required, with the appropriate utility.
9. Bear the cost to repair or replace of any Covered Component deemed by us to be in a worn or doubtful condition. Should you choose to not make the required repair or replacement, the component shall continue to receive regular service, but is automatically removed from the repair or replacement Guarantee provisions of this Agreement.
10. If included, work with us to help you develop a Capital Asset Management Plan for your electrical distribution system.
11. Provide us with your critique of our services and suggestions for on-going improvements as part of our Customer Assurance Review and Evaluation program.

TEGG SERVICE GUARANTEES

TEGGPrime Guarantee shall become effective upon the satisfactory initial tests and inspection of the Covered Components and acceptance by us. Our Guarantee is conditional on the initial and annual energized and de-energized maintenance service inspections, regardless of lapse time and expires upon cancellation or termination of this agreement.

If worn or doubtful components are discovered during any regularly scheduled energized and de-energized service inspection, and these Covered Components have not incurred a Sudden and Accidental Breakdown, these components must be repaired or replaced by you for the Guarantee to remain in effect. If you decide not to repair or replace these components, they will continue to receive regular scheduled service, but shall be automatically removed from the Guarantee provisions.

If as a direct result of a Sudden and Accidental Breakdown of a Covered Component there is any additional damage to your EDS, which was caused directly by the Covered Component breakdown, we will repair or replace, whichever is less, the additional damaged electrical equipment of the EDS at no charge to you.

Further, we will provide 24X7 emergency response and reasonable expediting services, such as overtime, express shipment, temporary repairs, etc., and provide emergency temporary power if required.



TEGG Premium Guarantee shall become effective upon the satisfactory initial tests and inspection of the Covered Components and acceptance by us. Our Guarantee is conditional on the initial and annual energized maintenance service inspections, regardless of lapse time and expires upon cancellation or termination of this agreement.

If worn or doubtful components are discovered during any regularly scheduled energized and de-energized service inspection, and these Covered Components have not incurred a Sudden and Accidental Breakdown, these components must be repaired or replaced by you for the Guarantee to remain in effect. If you decide not to repair or replace these components, they will continue to receive regular scheduled service, but shall be automatically removed from the Guarantee provisions.

Further, we will provide 24X7 emergency response and overtime services as necessary to expedite the repair.

TEGG Basic Guarantee shall become effective upon the satisfactory results of our testing and inspection of the Covered Components and shall continue for 90-days or until this agreement is terminated. All repairs shall be completed during our normal business hours. If worn or doubtful components are discovered during any subsequent regularly scheduled reinspection and these Covered Components have not incurred a Sudden and Accidental Breakdown, these components must be repaired or replaced by you for the Guarantee to renew for another 90 days.

TEGG Builders Guarantee is a 36-month Guarantee and shall become effective at the end of the regular warranty period of new construction projects. It is dependent upon the satisfactory initial tests and inspection of the Covered Components and acceptance by us.

If worn or doubtful components are discovered during initial scheduled energized service inspection, these Covered Components must be repaired or replaced under warranty by the installing contractor before the Guarantee becomes effective. If you decide not to repair or replace these components, they will continue to receive regular scheduled service, but shall be automatically removed from the Guarantee provisions.

If as a direct result of a Sudden and Accidental Breakdown of a Covered Component there is any additional damage to your EDS, which was caused directly by the Covered Component breakdown, we will repair or replace, whichever is less, the additional damaged electrical equipment of the EDS at no charge to you.

Further, we will provide 24X7 emergency response and reasonable expediting services, such as overtime, express shipment, temporary repairs, etc., and provide emergency temporary power if required.

ELECTRICAL SYSTEM ANALYSIS REPORT:

Your authorized representative will be immediately informed, while we are on site, of any serious condition or safety hazard that we identify.

At the completion of our predictive and proactive service visits, we will compile the results of all inspections, measurements, surveys, and predictive and proactive service activities. We will then analyze these results to ascertain the condition of the Covered Components. The analysis will be documented in a TEGG Service Electrical Systems Analysis (ESA) report, which will be shared only with your authorized representative(s).

The Electrical Systems Analysis report will be reviewed with you, and include any recommended repairs, solutions, opportunities for improved electrical system efficiency, reduced electrical utility costs, improved safety conditions and/or minimize the risk of downtime. If any Covered Component under this Agreement is found to be in a worn or doubtful condition, we will provide you with the options and associated costs to either: (1) repair or replace the doubtful component; or (2) automatically remove the doubtful component from the Guarantee repair or replacement provision of this Agreement.

AGE AND OBSOLESCENCE OF EQUIPMENT:

At our initial and annual re-inspection service visits we will identify any Covered Components that have reached or exceeded their useful life expectancy or are in a worn and doubtful condition necessitating a recommended repair, refurbishment, upgrade or replacement. Upon such discovery, we will provide you with a separate proposal for repairs with associated cost. Should you choose to not make the required repair or replacement, the component shall continue to receive regular service, but is automatically removed from the repair or replacement Guarantee provisions of this Agreement.

If the Customer elects to have any repairs or replacements of Covered Components performed by someone other than the Authorized TEGG Service Provider, the Covered Components must be re-certified by the Authorized TEGG Service Provider at the customer's expense, prior to extending the Guarantee provisions.

TERMS AND CONDITIONS:

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the price guaranteed in this Agreement, you agree to permit us free and timely access to areas, electrical system(s), circuit(s) and/or equipment, and allow us to energize and de-energize the electrical system and/or circuits and to start and stop the equipment as necessary. No equipment will be turned off without your prior approval. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Acceptance of Equipment: The annual Agreement Price is conditioned upon the Covered Components being in a satisfactory condition with no worn or doubtful components. If the initial and annual predictive and proactive inspection visit and the resulting Electrical Systems Analysis indicates that a repair or replacement of worn or doubtful components is required, a firm quotation for this repair or replacement will be provided to you for approval. Should you not authorize the repair or replacement, those worn and doubtful component(s) are automatically removed from the Guarantee repair or replacement provisions of this Agreement. We will continue to provide all maintenance services on these components per the Service Option exclusive of the repair and replacement Guarantee.

Electrical Distribution System: For the purpose of this Agreement, the electrical distribution system (EDS) is defined as all wiring, cables, bus structure, conductors and components within the Customer's premises used for the distribution of electricity from the point of attachment to the utility to the connection at the line side of any final installed load and includes all of the Customer's switchgear, breakers, disconnects, auto transfer devices, batteries, power conditioners, capacitors, power distribution centers, relays, motor control centers, and motor controllers that are used to distribute power within the Customer's facility, but does not include any rotating electrical equipment. If rotating electrical equipment is included in the Agreement, the scope of this Agreement then applies only to the electrical components of such rotating equipment and does not include any prime mover or driven equipment, such as an engine, turbine, compressor, pump or machine.

Exclusions: This Agreement does not include responsibility for the design of the system; obsolescence of equipment or parts; non-maintainable parts (such as conduit, fuses, etc.) repair or replacement necessitated by action of the elements or forces of nature (such as lightning and electrical storms), vandalism, fire, misuse or abuse of the system(s); work performed on the system(s) by anyone other than our representatives; negligence of others (including you); your failure to properly operate the system (such as overloading of circuits); requirements of governmental, regulatory or insurance agencies; electrical utility power deficiencies (such as surges, phase loss or power loss); the operation of a safety device, the depletion of a battery charge or the inability of batteries to hold a charge; or other causes beyond our control. The Guarantee repair or replacement provisions shall not apply to feeder cables, wires outside the Covered Component, conduit, fuses or any components rated at greater than 38kV.

Payment Terms: The Customer shall be invoiced upon signing this Agreement and prior to service delivery. You agree to promptly pay invoices within thirty (30) days of receipt. Should a payment become forty-five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or terminate this Agreement. If this happens, the entire Agreement Price (less prior payments) will become due and payable immediately upon demand.

In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials provided.

Extra Work: If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge over this Agreement price.

Structures & Buildings: Unless otherwise stated elsewhere in this Agreement, we will not be required to move, replace or alter any part of the building or structures in the performance of this Agreement.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than our representatives. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the scope of this Agreement. Should anyone other than our representatives perform such work, we may, at our option, terminate this Agreement or eliminate the involved component(s) from the Guarantee repair or replacement provision of this Agreement.

Urgent Call Out: If an Urgent Service call is made at your request and inspection indicates a condition, which is not covered under this Agreement, we may charge you for our services at the rate then in effect.

Temporary Power: Except as provided under the Guarantee provisions in a TEGGPrime and TEGGBuilders program, this agreement price does not include any provision for temporary power. If temporary power or emergency generators are requested, these services will be provided and charged to you at the rate then in effect.

Responsibility for Tools & Equipment: If you request a multi-day power quality monitoring service, we may have to leave materials, tools, instruments, and/or equipment at your premises, and you agree to be responsible for any loss or damage to our materials, tools, instruments, and/or equipment while stored on your premises. You also agree to bear the risk of any loss or damage to the work that has been completed by us.



Hold Harmless: In the unlikely event that there is a claim, damage, loss or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you or for anyone for whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Hazardous Communications: In order to comply with OSHA Hazard Communication Standard Regulations, you agree to make available to our personnel all pertinent Material Safety Data Sheets (MSDS) if required.

Hazardous Substances: Our obligations under this proposal and any Agreements do not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, our sole obligation will be to notify you of the existence of such products and materials. We will have the right thereafter to suspend our work until such products or materials and resultant hazards are removed. The time for completion of the work under this Agreement shall be extended to the extent caused by the suspension of work, and the Agreement Price will be equitably adjusted.

Delays Outside Our Control: In the unlikely event that there is a delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes (including those by our representatives), lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will we be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect or consequential damages.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted trade practices for similar services. In no event will our liability exceed the total amount of compensation we receive for the services rendered, except for the cost of repair or replacement of equipment covered under the Guarantee Repair or Replacement provision of this Agreement. Said Repair or Replacement Guarantee shall be limited to a maximum \$5,000,000 Limit of Loss with a \$100,000 Sub Limit for Overtime, Express Shipments and Temporary Power.

Dispute Resolution: Should a dispute arise between you and us that remains unresolved, then either party may seek exclusive relief through the procedures of the American Arbitration Association (AAA), Commercial Arbitration and Mediation Center for the Americas (CAMCA), or any equivalent recognized independent arbitrating organization. A single arbitrator shall decide all disputes. The arbitrator shall render a decision no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute. A prevailing party is a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it.

We both agree that any action through arbitration against either of us relating to any breach of this Agreement must be commenced within one (1) year from the date of the work.

Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that parts repaired or replaced by us will be free from defects in workmanship and material for one year. **WE DISCLAIM ALL OTHER WARRANTIES ON THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Purchase Orders: You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in your purchase order will have any force or effect.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Early Termination: In the event you terminate this Agreement for any reason other than our breach before its intended expiration date, you agree to pay the entire stated price for the year of cancellation or reimburse all costs for the work performed to date, whichever is greater.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective, will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.



SYSTEM COMPONENTS & PLANNED SERVICE INTERVAL SCHEDULE

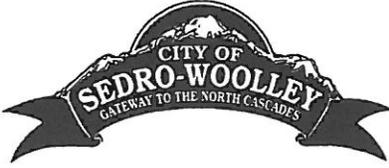
AGREEMENT PUMP STATION LOCATIONS

STATE STREET, HODGIN STREET, COOK ROAD, KLINGER STREET, JONES ROAD, JOHN LEINER STREET,
MOUNTAIN VIEW, HOSPITAL DRIVE, LIFE CARE, FRUITDALE, MCGARIGLE & SAUK MOUNTAIN STORM WATER PUMP STATIONS

- BASIC AGREEMENT		<u>FIRST YEAR</u> 2016			<u>SECOND YEAR</u> 2017		
QTY	ELECTRICAL DISTRIBUTION SYSTEM COMPONENT	EPM	DPM	IR/UE	EPM	DPM	IR/UE
1	Distribution Panel			-			1
11	Branch Circuit Panel			-			11
14	Individual Disconnect Safety Switch			-			14
7	Individual Molded Case Breaker			-			7
13	Transformer (Dry)			-			13
3	Wire Trough / Lg Junction Box			-			3
10	Auto Transfer Switch			-			10
10	Generator <i>(Electrical Connections)</i>			-			10
3	Variable Frequency Drive			-			3
12	Control Panel / Cabinet			-			12
BASIC AGREEMENT PRICE PER YEAR (EXCLUDING TAX)		-			\$7,450.00		

SOME OF THE KEY DEFINING DIFFERENTIALS OF YOUR PROPRIETARY TEGG SERVICE OPTION...

- TEGGPro interactive online Asset Management System provided / included with your reporting system
- GUARANTEED repair or replacement on all components tested within your agreement that suffer a sudden and accidental breakdown, including all labor and materials, without any additional charges
- Utilization of (WA-01) Licensed Electricians, trained / certified as testing technicians (including, but not limited to, infrared thermography, ultrasonic testing, power quality analysis, etc.), that are knowledgeable of the electrical system, capable of proper diagnostic of anomalies found and qualified by all safety & regulatory standards
- Equipment Nameplate and Trending Analysis is collected, recorded & updated within your TEGGPro system
- Ability to incorporate Arc Flash Data Collection / Review to ensure any / all affected changes are identified / documented as per 2015 NFPA 70E compliance
- Inclusion of Ultrasonic Testing
- Inclusion of Electrical Visual / Mechanical Inspection
- Inclusion of Minor Repairs, without additional costs, that can be performed safely, while energized, without disruption to the facility.
- TEGG Customers receive Priority Emergency Response for any / all electrical needs 24x7 (guaranteed maximum 2 hour response)
- TEGG Service is a Global Network of Contractors and Preferred Vendors which enables unlimited resources



CITY COUNCIL AGENDA
REGULAR MEETING

OCT 12 2016

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

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

MEMO:

To: City Council
Mayor Wagoner

From: John Coleman, AICP
Planning Director

Date: October 12, 2016

Subject: Out of State Travel to Accept Planning Award on Behalf of Sedro-Woolley

Issue

The City of Sedro-Woolley's Subarea Plan for the Center for Innovation and Technology won an award for outstanding Comprehensive Planning – Small Cities and Counties category. The award is being presented at the joint Washington/Oregon American Planning Association Conference in Portland, Oregon. The Planning Director has been invited to attend the conference to accept the award on behalf of the city. Out of state travel requires approval from the City Council.

Request

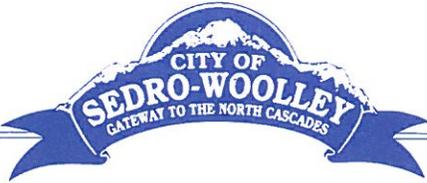
City Council approval for out of state travel to Portland for the Planning Director.

Recommended Action

Approval of out of state travel to Portland, Oregon for the Planning Director to accept an award on behalf of the city.

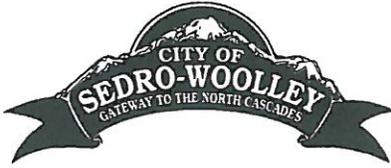
OCT 12 2016

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

OCT 12 2016

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

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

MEMO:

To: City Council
Mayor Wagoner

From: John Coleman, AICP 
Planning Director

Date: October 12, 2016

Subject: Building Permit and Planning Permit Review Status

This status sheet is being provided for your review.

Please let me know if you have any questions.

John

APPLIED BUILDING PERMITS

X = COMPLETE

R = REVISIONS RECEIVED

W = WAITING FOR RESPONSE

NO ENTRY = INITIAL REVIEW NOT COMPLETE

APPL.	PERMIT #	NAME	ADDRESS		REVIEW		COMMENTS
DATE			/ PARCEL #	BLDG	PLNG	ENGR	
7/6/15	2015-152	Frank Bresnan	290 W Moore St	W	W	yes	Carport. EXPIRES 1-6-16.Needs CUP.Staff talked to Frank reference all violations on 6-21-16. violations corrected by September 5.
12/1/15	2015-270	Thai Restaurant	702 Metcalf St #B	W	N/A	N/A	Waiting for plans from Alpine Fire. Inspection pending. Fees paid. [Received 12/10/15]
							Marijuana grow/manf. See Pre-Ap notes. Fire Hydrant, Fire Alarm System, Fire Marijuana permit, Carbon Dioxide permit. WAITING on 3 sets of signed PUD plans 7-18-16. Received revised site plans 7-19-16. Review letter sent 7-20-16. Received 2 sets of revised plans and letter to go with the 2 pages 7-27-16. Received carbon monoxide Alarm info, carbon filter /fans 8-2-16.Received Septic info, HVAC system info 8-10-16. Received additional info from Al Taylor for review 8-15-16. Marijuana Op permit given to applicant 8-16-16.STILL NEED FIRE HYDRANT TO BE INSTALLED. Waiting to find out location of septic lids. There should be one on exterior - west side of building
5/4/16	2016-106	Juan Ortiz/Banano.Buds	211 Rowland Rd	W	W	W	Replacement of Caretaker's manf home.
5/10/16	2016-114	City of Sedro-Woolley-Parks	1001 River Rd	W	W	N/A	New SFR & removal of old manf home. Must remove manf home before final inspection to be shceduled. A separate demolition permit is required for the removal of the manf home - including an asbestos inspection if older than 1980. must use city waste dept for demo. Planning comments sent 6-28-16. Wetlands Report and site plan revisions requested 6-28-16. ON HOLD perDNR 6 year development moratorium. site clearing of forest land 7-14-16.
6/1/16	2016-128	Garrick Sager	1315 N. Township St	W	W	W	#C. Needs Zoning Waiver. Planning comments sent via email 6-24-16. Approved withconditions to improve aesthetics of left side, blank wall.Advised applican to su permit 9-23-16
6/6/16	2016-141	Green Valley Holdings LLC	277 Klinger St	X	X	N/A	New carport/Waiting for plans.
7/7/16	2016-166	George & Phyllis Thompson/Site Services LLC	921 Carriage Court	W	W	N/A	

8/16/16	2016-196	Cordata Green LLC/Grandview North	1620 Gateway Heights Place #6	X	X	N/A	
8/16/16	2016-197	Cordata Green LLC/Grandview North	1616 Gateway Heights Place #8	X	X	N/A	Paved driveway turnaround recommended.
8/16/16	2016-198	Cordata Green LLC/Grandview North	1614 Gateway Heights Place #9	X	X	N/A	
8/16/16	2016-199	Cordata Green LLC/Grandview North	1608 Gateway Heights Place #12	X	X	N/A	Waiver #2016-210.
9/1/16	2016-214	FSC Enterprises	608 Sterling St	X	X	X	new garage. Routed to PW for Stormwater/grading review. Emailed applicant to pu permit 9-19-16.
9/8/16	2016-218	King Co Housing Authority	830 Township St	X/W	N/A	N/A	Re-Roof permit. Waiting for contractor info to issue permit 9-16-16.
9/13/16	2016-224	Banano Buds	211 Rowland Rd	N/A	N/A	N/A	Marijuana Operations permit
9/12/16	2016-221	BYK Const Inc/P Woodmansee	1005 Rita St	W	W		Commerical building. Emailed applicant to pay plan review 9-16-16. Waiting for mech drawings and WSEC evaluation. Planning review sent 10-5-16.
9/12/16	2016-228	BYK Const Inc/P Woodmansee	1005 Rita St #101-316	W	W		3 Story Apt Building. Emailed applicant to pay plan review 9-16-16. Waiting for mech drawings and WSEC forms. Planning review sent 10-5-16.
9/16/16	2016-229	Anthony Hamilton/By the Bay Construction LLC	922 Third St	X/W	W	N/A	New Anytime Fitness remodel. Need (1) floor plan for assessor's. Conditional approval pending structural engineering and WSEC evaluation. Called applicant and architect 9-28-16 asking for exterior colors and materials - CBD - Design Review required. JC
9/20/16	2016-230	Kim Weymouth	701 Township St	X	W/R	N/A	SEPA DNS issued 10-7-16. SEPA appeal period over 10-21-16
9/21/16	2016-232	Carl Garrison	305 Reed Street	W	W		New SFR Waiting for revised driveway (S/B 25') w/paved (or concrete) approach
9/30/16	2016-241	Tricia Handy	1125 E Moore St		W	N/A	New façade sign in existing monument sign. Questions about size, color, lighting (if any) and attachment to frame.
10/3/16	2016-242	Lori Dobbins	813 Chester Ave	X	X		New covered patio
10/5/16	2016-243	Sally Straathof/Brian Straathof	330 N. Central Ave				New SFR - waiting for plan review fees to be paid.

APPLIED PLANNING/ ENGINEERING PERMITS

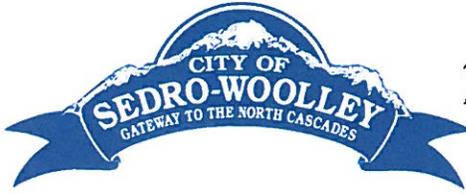
X = COMPLETE R = REVISIONS RECEIVED W = WAITING FOR RESPONSE NO ENTRY = INTIAL REVIEW NOT COMPLETE

APPL. RECEIVED	APPL. COMPLETE	PERMIT #	NAME	ADDRESS/ PARCEL #	REVIEW		COMMENTS
					PLNG	ENGR	
11/14/2005		05-BSP-1	Rimmer Industrial Park	P90024	W	W	Received 4 copies of a revised site lot plan 4-2-10. Sent review letter May 5, 2010.
5/26/2009	6/12/2009	SP-2-09	Ed Knorr/Bayview Survey	603,605,607 Dolly Lane	W	W	Sent Planning review letter 10-20-09. Sent email 1/12/2010.\$93.73 Publication fees owed.
5/26/2009	6/12/2009	SP-3-09	Ed Knorr/Bayview Survey	604,606, 608 Dolly Lane	W	W	Sent Planning review letter 10-20-09 Requested Rec Dwgs 11/10/09. Sent email 1/12/2010.
7/27/2010	8/12/2010	SP-1-10	Larry/Marilyn Nalbach	503 Marshall St	W	W	Sent Planning and Eng review letters and Admin Prelim Plat approval 9-28-10.\$82.50 FEES OWED ON PUBLICATION
2/26/2013	4/11/2013	2013-15 Planning	Eric Chandler/Marianne Manville-Ailles	1318 Talcott St	W	W	Four-lot short plat. Fees Paid. Notice of complte application sent 4-11-13. Commment period complete, planning and Engineering review letter sent 6-7-13. DEPOSIT TAKEN
2/26/2013	NA	2013-18 Engineering	Eric Chandler/Marianne Manville-Ailles	1318 Talcott St	NA	W	Engineering associated with 4 lot short plat. Fees Paid.
10/9/2013	11-27-13 (amended application)	06-SD-2/2014-16	Bob Ruby/Rubicon Development	755 Cook Rd	X	X	OLD FILE-EG-5-08. Council resolution #900-14 on 6-25-14. Notice of Decision issued 7-7-14. ALL FEES PAID 12-11-14. Received final plans for construction. Emailed Bob to set up pre-construction meeting 3-25-15.
5/20/2015		2015-102	Calvary Chapel	639 Sunset Park Drive #101	W		CUP. Deposit taken for mailings & sign 5-20-15. Received revised parking plan. Oct 5, 2016 HEX Hearing.
7/24/2015	7/24/2015	2015-173	FSC Enterprises	608 Sterling St	W		BLA for two buildable lots. Sent review letter 9-21-15 - need to address the parking/garage issue.
10/19/2015	1/28/2016	2015-246	Granite Holdings LLC-Short Plat	665 Cook Rd	W	N/A	Short Plat. Related file 2016-10 (Clear & Grade Permit). SEPA MDNS issued June 6, appeal period over June 20. Planning letter sent 6-29-16.
1/11/2016	NA	2016-10	Granite Holdings LLC-Clear and Grade Permit	665 Cook Rd	W	W	Clear and Grade Permit. Related file 2015-246. Review letter sent 3-15-16. SEPA MDNS issued June 6, appeal period over June 20.Received Fire hydrant info for Dean review 8-12-16.Received (3) sets of large plans,(3) Drainage Analysis books and eng estimate 9-13-16. Planning review sent 10-5-16.
2/18/2016	3/18/2016	2016-30	Dr. Larry Campbell	1342 Moore St	X	N/A	CUP-Commerical. HEX approved. Applicant may submit building permits.

3/11/2016	NA	2016-51	City of SW	1400 Rhodes Rd-Winnie Houser Parking Lot	W	N/A	NOA/SEPA comment period issued 5-10-16. SEPA MDNS issued 5-27-16, appeal period over 6-11-16.
4/19/2016	NA	2016-89	Wildcat Steelhead Club	1805 Thompson Dr	W	N/A	Clear and Grade Permit and SEPA. NOA and SEPA Comment period issued 5-20-16, comment period over 6-3-16.
4/27/2016	5/31/2016	2016-100	Paul Woodmansee-BYK	1005 Rita Street-P37585	W	W	Clear and Grade application and SEPA. SEPA Comment Period and NOA issued 6-3-16. SEPA MDNS issued 7-6-16, appeal over 7-19-16. SWFD APPROVAL 7-27-16.
6/30/2016	8/3/2016	2016-155	Maureen Johnson	1105 N Fruitdale Rd	R	W	4-Lot short plat. Received Water Availability letter 7-26-16, application complete. Still need engineering plans for private driveway, sewer, etc. Cascade Gas main gas line only 4' deep; utilities crossing gas line may not be more than 2' deep per Cascade Gas. Notice of Application issued 8-8-16. Comment period over 8-22-16.
8/12/2016	NA	2016-192	The Falklands	P36480-East Jones Rd	NA		OUTSIDE PLAT Sewer Extension down East Jones Rd.
8/19/2016	not yet	2016-204	Rock & Carol White-SSE	315 West Woodworth St	W	R	2 lot Short Plat with existing apt buildings. Waiting for additional payment on fees, 500' map, list of property owners/addresses & critical areas checklist 9-8-16. Received revised mailing envelopes, list of owners and resident within 500 feet, map, critical area checklist, draft driveway maintenance agreement for track A-9-15-16. Notice of Application issued 10-7-16. Comment period over 10-21-16.
8/19/2016	not yet	2016-201	Jameson Ave LLC	1404 Third Street	R		incomplete. App incomplete - Need 14 copies of SEPA Checklist and SEPA map 9-8-16. received additional info 10-5-16.
8/24/2016	NA	2016-205	Cary Falk-Jones Estates	East Jones Rd	R	R	INSIDE PLAT No civil plans of plat submitted for Planning to review. Waiting for applicant, who indicated they are in a hold-pattern. Received 3 large set of civil & Landscaping plans for review 10-4-16.
9/20/2016	na	2016-230	Kim Weymouth	701 Township St	W/R		New building - SEPA DNS issued 10-7-16, appeal over 10-21-16
9/22/2016	NOT YET	2016-235	Garrick Sager/Alliance Const	1315 N. Township St	W	W	INCOMPLETE APPLICATION. Letter sent 9-30-16. Clear and Grade, Access and SEPA(mitigation)
9/26/2016	NOT YET	2016-236	Grandview North LLC	120-140 N. Township St			Variance & Waiver, SEPA, HEX
9/28/2016	NOT YET	2016-238	Dr. Larry Campbell	1342 E Moore St			Clear and Grade/SEPA

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 12 2016



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 12

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 *CS*
RE: **Report of Contracts approved under SWMC 2.104.060**
DATE: October 12, 2016

The following agreements were approved and are provided for your information:

<u>Contract</u>	<u>Purpose</u>	<u>Date</u>	<u>Dollar Amount</u>
1. Johnson-Klunder	Easement for Stormwater	09/13/2016	N/A
2. Property Trio LLC	Easement for Sewer Lines	09/28/2016	N/A
3. BIAS Software	2017 Annual Support	09/30/2016	\$7,300.56
4. Public Works Agreement 2016-PW-25 Bonner Electrical Cont. LLC	Fire Station 2 Electrical Project	10/03/2016	\$9,382.00

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

Christine Salseina

From: Keith Wagoner
Sent: Friday, October 07, 2016 9:00 AM
To: Christine Salseina
Subject: FW: Thank You for Outstanding Support

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 12 2016

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

Please add to Council packets. Thank you.

Keith L. Wagoner
Mayor, City of Sedro-Woolley
CDR USN (ret)
USNA '84

From: Joseph Vitovec [<mailto:jvitovec@msn.com>]
Sent: Tuesday, October 04, 2016 00:58
To: Keith Wagoner
Cc: Eron Berg; Debra Peterson
Subject: Thank You for Outstanding Support

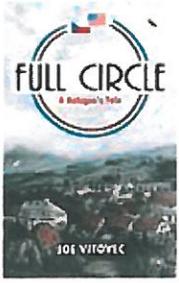
Dear Mr. Mayor,

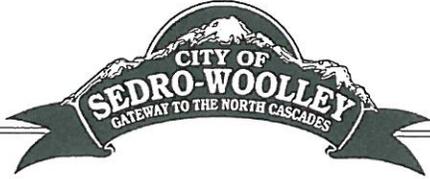
It is with pleasure and gratitude that I wish to make you aware of the outstanding support I received from Ms. Debra Peterson, your Librarian, and her staff, Ms. Mary Andersson and Ms. Teresa Johnson, during my book-signing and reading on 20 September 2016. Not only was I warmly received when I first contacted Ms. Peterson about the possibility of reading and signing my novel, but subsequently she and her staff took steps to advertise and publicize the event, and then skillfully and cheerfully rearranged the layout of the room for maximum efficiency and viewing comfort. In addition, they also provided refreshments to the attendees--a 'homey' gesture and a nice touch that further made the evening a truly pleasurable outing.

I can attest from personal experience that one doesn't encounter very frequently this kind of positive attitude coupled with dedication and professional demeanor when dealing with public servants. I consider the city of Sedro-Woolley fortunate in having such exceptional individuals in its employ and wish to make you aware of their qualities and demeanor as representatives and first contacts with the public. They are a real asset and true ambassadors of your city, and should be recognized and rewarded as such.

Sincerely,

Joseph A. Vitovec
Author,
FULL CIRCLE: A Refugee's Tale





COPY

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

Eron M. Berg
City Supervisor/City Attorney

October 6, 2016

**CITY COUNCIL AGENDA
REGULAR MEETING**

OCT 12 2016

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

Mr. Kevin Chao
Interim Director/Training & Quality Assurance Manager
2911 E. College Way
Mount Vernon, WA 98273

RE: Request for funding authorization
to replace an ambulance

Dear Kevin:

Pursuant to the ILA between the City of Sedro-Woolley and Skagit County for the provision of BLS services, the city requests approval for the replacement of 5529, our 2001 licensed BLS ambulance. This vehicle has been out of service often in 2016 as a result of its age, design, weight of box and other factors. We have considered remounting as an option and find that it is not recommended for this box.

Chief Klinger has been working with Braun on the specifications for a new vehicle and while we do not have the exact quote, it will not exceed a total cost of \$185,000. Under the ILA, 3.17 and Exhibit C, the city is requesting EMS funding for 80% of the replacement as the SWFD ran 1627 calls in the last twelve months. We are eager to get this ordered before the end of the year and therefore request authorization to proceed with the replacement process now so the new vehicle can be delivered in early 2017.

We are excited to be working with Skagit County to provide expanded access to the EMS system and believe that the SWFD and CVAA will prove this to be a valuable and successful part of the countywide EMS system.

Sincerely,

CITY OF SEDRO-WOOLLEY

Eron Berg

OCT 12 2016

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

**THIRD SUPPLEMENT TO
AMENDED INTERLOCAL AGREEMENT
REGARDING NORTHERN STATE**

THIS THIRD SUPPLEMENTAL INTERLOCAL AGREEMENT TO THE AMENDED INTERLOCAL AGREEMENT REGARDING NORTHERN STATE (“**Agreement**”) is made and entered into as of this _____ day of _____, 2016 (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 Interlocal Agreement Regarding Northern State effective January 13, 2014, Skagit County Contract #C20140004, which Interlocal Agreement has been Amended and Supplemented by Amended Interlocal Agreement dated February 27, 2015, Skagit County Contract #C20150116, by 1st Supplemental Agreement dated October 26, 2015, Skagit County Amendment #A20150157, and by 2nd Supplemental Agreement dated January 19, 2016, Skagit County Amendment #A20160005 (collectively, the “Amended Agreement”) the purpose of the Interlocal Agreement and its amendment and supplements have been to work collaboratively to establish and then further the Parties’ goals for redevelopment of the Northern State property (herein after referred to as “The SWIFT Center” which stands for ‘Sedro-Woolley Innovation for Tomorrow’ or “the Center”).¹

D. The Port and Department of Enterprise Services (DES) entered into an Initial North Cascades Gateway Center Development Lease for a portion of the Center property, and a

¹ Based on feedback from local stakeholders and the community, the previous placeholder name of “The Center for Innovation and Technology in the Pacific Northwest” has been replaced with “The SWIFT Center”.

Shared Services and Collaborative Planning Agreement for the entire Center property, both of which became effective January 1, 2016.

E. In March and April of 2015 the Parties, as well as WA Department of Fish and Wildlife and WA Department of Ecology participated in multiple meetings of a workgroup convened by DES to determine an appropriate path forward for the pond at the Center, specifically for dredging of the pond as proposed by the Wildcat Steelhead Club. The County issued a Mitigated Determination of Non Significance (MDNS) for the proposed dredging on April 9, 2015. The Center was annexed into the City after the County issued the MDNS, but before any permit applications were officially submitted, therefore a new SEPA review by the City of Sedro-Woolley was required for the Steelhead Club's proposed dredging activities. The appeal period for the City's threshold determination of MDNS closed on July 12, 2016.

F. The Port has entered into a land Sub-Lease Agreement with Janicki Bioenergy for a portion of the SWIFT Center effective May 16, 2016 through December 2076.

G. The State currently leases buildings at the Center to two entities providing behavioral health services: Pioneer Human Services which operates a 144 bed treatment facility, and North Sound Behavioral Health which contracts with Telecare to operate a 16 bed evaluation and treatment facility. The presence of these facilities is inconsistent with the economic development of the Center due to (1) the facilities' requirements for confidentiality, privacy and security; and (2) the facilities' current physical buildings, the locations and architecture of which are inconsistent with the historic layout of the campus.

H. In March 2015, Skagit County in collaboration with North Sound Behavioral Health Organization and its member counties initiated a cooperative effort for transition of the above- identified behavioral health services to other locations off the Center property. Skagit County and North Sound Behavioral Health Organization conducted two key reports to prepare for the transitioning of services:

1. North Sound Substance Abuse Residential Treatment Community Need Report April 2016
2. Transitioning Behavioral Health Services into the North Sound Community Outlining Strengths, Needs, Community Recommendations and Models for Consideration March 2016

I. The State legislature, pursuant to Chapter 35, Laws of 2016, 2016 1st Special Session (ESHB 2380) granted the Director of Enterprise Services the authority to transfer the SWIFT Center property to the Port upon the Director's determination that such transfer is appropriate and is in the furtherance of the interest of the State and after consultation with Office of Financial Management. The legislative authorization states that should legal requirements to provide behavioral health services at other locations fail to be met, having made diligent efforts to do so, the state may extend the leases with the current behavioral health tenants for the minimum time needed to meet such requirements with due diligence up and until June 30, 2027.

J. The Parties desire to share the fees related to the required new City SEPA review and permitting for the Wildcat Steelhead Club’s proposed dredge activities in furtherance of community interest in juvenile fishing; and

K. The Parties desire to move forward with, and share some of the fees associated with, continued planning and implementation for the transition of behavioral health services off the Center property while supporting a new model for delivery of behavioral health services in the region so as to position the Center for economic development activities and ensure compliance with the legislative authorization for transfer of the Center property to the Port.

The Parties are therefore hereby supplementing the Amended Agreement pursuant to the terms of this Agreement. The terms of the Amended Agreement are hereby incorporated by reference into this Agreement. All other terms of the Amended Agreement shall remain unchanged, unaltered and in full force and effect; *provided*, that in the event of a conflict between the terms hereof and the Amended Agreement, the terms hereof shall prevail..

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 as set forth in the Amended Agreement regarding the SWIFT Center, are supplemented as follows:

- a. **Port.** The Port has entered into a 60 year lease with Department of Enterprise Services (DES) for approximately 110 acres of the Center comprised of the Southern Influence Area and Peripheral Open Space. The Port and DES are negotiating an Option for Transfer for eventual transfer of ownership to the Port in logical phases to accommodate forecasted demand for facilities and real property. The Port will:
 - i. Contract with a consultant to provide government relations and communications support services to the Parties related to the planning and implementation for transition of behavioral health services off the Center and transfer of the Center to the Port, as detailed in the Scope of Work attached hereto as Exhibit “A” and incorporated by reference.
 - ii. Provide within thirty (30) days of the Effective Date of this Agreement: (1) funding for the communications consultant contract in a total amount of \$6,000; and (2) funding to the City for SEPA review and permitting for the proposed dredge of the pond at the Center in a total amount of \$300, as detailed in Exhibit “B” (attached hereto and incorporated by reference).

- iii. Support the County in any funding applications and or state legislative or federal requests related to the transition of behavioral health services off the Center.
- b. **County.** The County does not presently own, manage, or exercise control over any part of the Center, but does own and manage the adjacent Northern State Recreation Area (NSRA), 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. Lead, in collaboration with North Sound Behavioral Health Organization and its member counties, a cooperative effort for transition of the above-identified behavioral health services to other locations off the Center property.
 - ii. Provide within thirty (30) days of the Effective Date of this Agreement: (1) funding to the Port for the communications consultant contract in a total amount of \$54,000; and (2) funding to the City for SEPA review and permitting for the proposed dredge of the pond at the Center in a total amount of \$300, as detailed in Exhibit "B" (attached hereto and incorporated by reference).
- 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. Provide within thirty (30) days of January 1, 2017: (1) funding to the Port for the communications consultant contract in a total amount of \$6,000; and (2) funding for SEPA review and permitting for the proposed dredge of the pond at the Center in a total amount of \$300, as detailed in Exhibit "B" (attached hereto and incorporated by reference).
 - ii. Support the County in any funding applications or state legislative or federal requests related to the transition of behavioral health services off the Center.

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

- a. The Parties will each be individually responsible for compliance with any reporting requirements associated with lobbying activities.

- b. The Parties will each share in the expenses arising from this Agreement, including consultant and professional fees and costs, as set forth in Exhibit “B”, or as otherwise agreed by the Parties by duly authorized and executed subsequent written agreement (or amendment to this Agreement).

3. **Term and Termination.** This Agreement takes effect upon execution of this Agreement by the Parties and continues through December 31, 2027, 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. In the event that 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.

4. **Budget; Funding.** The Parties have established a budget for the work identified in this Agreement. The Parties hereby each agree to share in the expenses arising from this Agreement, including consultant and professional fees and costs pursuant to the cost sharing schedule for the work identified in this Agreement is attached as Exhibit “B” and incorporated by reference. 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 “B” 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 pursuant to the terms of a duly authorized and executed subsequent written agreement (or amendment to this Agreement).

5. **Schedule.** The Parties have established a schedule for the work identified in this Agreement which schedule is attached as Exhibit “C”, attached hereto and incorporated by reference.

[Remainder of page intentionally blank; signatures to follow]

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

PORT OF SKAGIT

Patsy Martin, Executive Director

CITY OF SEDRO-WOOLLEY

By: Keith L Wagoner
Keith Wagoner, Mayor

ATTEST

Patsy K. Nelson
Patsy Nelson, Finance Director

APPROVED AS TO FORM:
Eron Berg
Eron Berg, City Supervisor/Attorney

Dated this ____ day of _____, 2016.

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

Lisa Janicki, Chairperson

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

Attest:

Clerk of the Board

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

Recommended:

County Administrator

Department Head

THIRD SUPPLEMENT TO AMENDED INTERLOCAL AGREEMENT REGARDING NORTHERN STATE

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Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT “A”

COMMUNICATIONS CONSULTANT SCOPE OF WORK AND FEE SCHEDULE Government Relations and Communications

SCOPE OF WORK

Task 1: Communications and Strategic Counsel

Consultant will work with and provide strategic advice to the Port of Skagit and, when directed by the Port, to its community partners, on:

- Messaging that will engage the community, the Legislature, the Governor’s Office, and other important audiences, and that will build positive momentum for the redevelopment of the SWIFT Center (formerly Northern State Hospital (NSH)) site in Sedro–Woolley, including the necessary relocation of the Behavioral Health services currently located on the property.
- Messaging will engage the community, the Legislature, the Governor’s Office, Federal Delegation, and other important audiences, and that will build positive momentum for the support of North Sounds Recovery System of Care and North Sound Behavioral Health Communities Capital Facilities Plan.
- Messaging that will engage the Legislature, the Governor’s Office, the community and other important audiences about transferring the Center property from the State to the Port of Skagit and the subsequent redevelopment of the property.
- How to continue building and engaging its group of community partners to support this effort of transferring the property from the State to the Port of Skagit and its subsequent redevelopment.
- Messaging about the primary and secondary economic benefits of the redevelopment of the Center property.
- Messaging about the experience, skills, and advantages the Port of Skagit has and will apply to the redevelopment effort, and the roles of other partners in the redevelopment.
- Messaging about the values and benefits that the local community will receive from the Port’s redevelopment of the Center property.

Task 2: Government Relations

Consultant will work with and provide strategic advice to the Port of Skagit and, when directed by the Port, its community partners, on:

- Identifying paths to accomplishing the next steps in the transfer of the property from the state to the Port of Skagit including solutions to the Behavioral Health services relocations, and advice on the best path to accomplish those steps in the 2017 Legislative session.
- Represent the Port and partners with the appropriate state legislators, federal officials and other important audiences who will be involved in this effort and who can help achieve the overall goals, and maintain communications and relationships with them through the process.

THIRD SUPPLEMENT TO AMENDED INTERLOCAL AGREEMENT REGARDING NORTHERN STATE

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- Providing tours or other informational and educational opportunities to appropriate legislators and other public sector officials who are important to accomplishing the key steps over the next two years.
- Developing amendment language, as needed, to continue the path toward successful transfer and communicate any changes to key audiences.
- Represent the Port and partners with the Department of Commerce, the Department of Enterprise Services, and any other state agencies. Also represent the Port and partners with Federal agencies.
- Represent the Port and partners with the Governor's Office.
- Stay on top of legislative and other discussions about this effort with legislators and other interested parties in Olympia, Washington D.C., and elsewhere, and promptly communicate to the Port any developments and on-going discussions regarding the project with legislators, other state officials and federal officials.
- Seeking any appropriate financial assistance with any aspect of the transfer of the property now or in future State Legislative and Federal Congressional sessions.

Task 3: Strategic Support

Consultant will provide general strategic support for the Center redevelopment project and will draw on its strong connections with local, state and federal elected officials to help drive the project to success.

FEE SCHEDULE

Consultant services will be billed monthly on a Fixed Fee Basis, not to exceed \$66,000.

EXHIBIT "B"

COST SHARING SCHEDULE

The Parties shall be responsible for the cost of the government relations and communications support and pond dredge SEPA and permit fees in total amounts not to exceed as follows:

	Government Relations & Communications Support	Pond Dredge Fees
Port	\$6,000	\$300
County	\$54,000	\$300
City	\$6,000	\$300

TIME SCHEDULE

September 2016	Contract in place with consultant effective September 2016 through August 2017.	Port
Ongoing	Develop policy and any associated legislative request for support of transition of behavioral health services.	County