

Topic: Sedro-Woolley City Council

Join Zoom Meeting

<https://zoom.us/j/91786850179?pwd=Vys0Y29XalZmQTRmemJBM2txVDIUQT09>

Meeting ID: 917 8685 0179

Passcode: 091845

OR One tap mobile

+12532158782,,91786850179#,,,*091845# US (Tacoma)

+16699006833,,91786850179#,,,*091845# US (San Jose)

OR Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

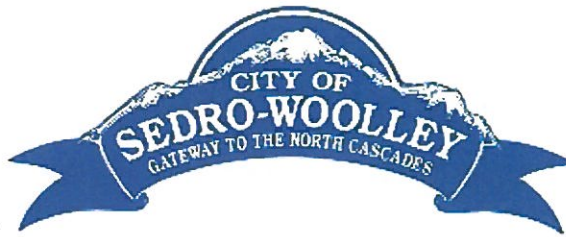
+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

Meeting ID: 917 8685 0179

Passcode: 091845



Next Ord: 1978-21
Next Res: 1061-21

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

January 27, 2021

6:00 PM Via Zoom

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- a. Call to Order**
- b. Pledge of Allegiance**
- c. Roll Call**
- d. Approval of Agenda**
- e. Consent Agenda.....8-46**

Note: Items on the Consent Agenda 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 Agenda.

- 1. Minutes from Previous Meeting (including January 6, 2021 Study Session)
- 2. Finance
 - Claim Checks #194542 to #194607 plus EFT's in the amount of \$335,313.24 (Void Check #194599)
 - Claim Checks #194608 to #194668 in the amount of \$191,667.73
 - Payroll Checks #60266 to #60279 plus EFT's in the amount of \$366,279.32
- 3. Ratification and Confirmation – Emergency Declaration for Emergency Tree Service Services (2021-PW-06)

f. Introduction of Special Guests and Presentations

- 1. Community Court Presentation with Letty Nunez, Skagit County Community Court Development Coordinator, Jenifer Howson, Skagit County District Court Judge and Sedro-Woolley Municipal Court Judge, Brock Stiles
- 2. Possible Future Code Amendment: Hearing Examiner Presentation with Nikki Thompson, City Attorney

g. Staff Reports

h. Councilmember and Mayor's Reports

i. Proclamation(s) (none scheduled as of the date of this agenda)

j. Public Comments.....47

The public comment period will be closed. However, you may provide written questions or comments via email, or by letter.

- k. Public Hearing(s)**
 - 1. Valley High Investments, Inc. Annexation Request – Possible adoption of a Resolution accepting annexation boundaries & forwarding annexation petition to Boundary Review Board - File # ANNX-2019-005 (*action requested*)48-59
- l. Unfinished Business**
 - 1. 2021 Athletic Field & RV Park Fee Ordinance (*2nd reading - Ordinance 1976-21*) ...
.....60-71
- m. New Business**
 - 1. Agreement with BNSF Railway for the Jones-John Liner BNSF Undercrossing (*late materials*)
 - 2. Filming Fees Ordinance (*1st reading - Ordinance No. 1977-21*)72-76
- n. Information Only Items (*none*)**
- o. Good of the Order**
- p. Executive Session**
 - 1. To consider the acquisition of real estate where public knowledge of the consideration would cause a likelihood of increased price under RCW 42.30.110(1)(b)
- q. Adjournment**

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

Next Meeting(s)

February 3, 2021	Study Session	6:00 PM	Public Safety Training Room Via Zoom
February 10, 2021	Council Meeting	6:00 PM	Council Chambers Via Zoom

**COMMITTEE ASSIGNMENTS
2021**

Public Safety	Chuck Owen, Chair JoEllen Kesti Karl de Jong <i>Staff liaison: Chief Tucker & Chief Klinger</i>
Utilities	JoEllen Kesti, Chair Glenn Allen Kevin Loy <i>Staff liaison: Mark Freiburger</i>
Finance, Personnel & Risk Management	Brenda Kinzer, Chair Chuck Owen Brendan McGoffin <i>Staff liaison: Doug Merriman</i>
Parks & Recreation	Glenn Allen, Chair Kevin Loy Brendan McGoffin <i>Staff liaison: Nathan Salseina</i>
Planning	Brendan McGoffin, Chair Brenda Kinzer Chuck Owen <i>Staff liaison: John Coleman</i>
Business Development	Karl de Jong, Chair Brenda Kinzer Glenn Allen <i>Staff liaison: Doug Merriman</i>
Technology	Kevin Loy, Chair JoEllen Kesti Karl de Jong <i>Staff liaison: Bill Chambers</i>
Mayor Pro-tem	JoEllen Kesti

COUNCIL COMMITTEE ASSIGNMENTS

II. Council Committees

A. Annually, at the first meeting of the year, the Mayor shall appoint two councilmembers and a council chairperson to each standing committee of the Council, subject to confirmation by the city council.

B. Standing Committees

1. **Public Safety:** To consider issues and make recommendations to the full Council related to the police department, fire department, municipal court and public policies relevant to those departments.

2. **Utilities:** To consider issues and make recommendations to the full Council related to the City's sewer, storm water and solid waste utilities including operational policies, rates and related policies.

3. **Finance, Personnel & Risk Management:** To consider issues and make recommendations to the full Council related to financial management policies, financial reports and personnel issues including personnel policies.

4. **Parks & Recreation:** To consider issues and make recommendations to the full Council related to the parks department and the provisioning of parks and recreation programming in the City.

5. **Business Development:** To consider issues and make recommendations to the full Council related to the attraction of new businesses and the retention of existing businesses within the City.

6. **Planning:** To consider issues and make recommendations to the full Council related to long-term planning and growth in the City.

7. **Technology:** To consider issues and make recommendations to the full Council related to long-term planning for technology in the City.

C. The Role of City Council Committees

1. City Council Committees are intended to enhance communication between the Legislative Branch and the Executive Branch at the early phase of the development of significant items affecting public policy questions.

2. These Committees will enable City administration to obtain early feedback from representative members of the City Council on issues affecting public policy prior to their presentation, as necessary, to the full City Council.

3. City Council Committee members develop and maintain a deeper level of knowledge on matters of a technical nature which might affect public policy in order to increase the positive exchange of information and discussions between City Council members, City staff, and the public.
4. When appropriate, items may be considered by a City Council Committee before a final recommendation from the appropriate City Board or Commission (i.e., Planning Commission, Parks Board).
5. City Council Committees do not replace the City Council as final decision makers on behalf of the full City Council. Council Committees make no staff direction on administrative matters, specific assignments, or work tasks. If Committee members seek additional information from an outside party or consultant resulting in additional cost to the City, approval to incur such cost must be approved by the full City Council.
6. Any discussion or feedback expressed or received at a Committee meeting should not be construed or understood to be a decision by or for the City Council. Further, any recommendation the Committee may make to the City Council is based on information possessed by the Committee at the time the recommendation is made and may be revised or amended upon receipt by the Committee of additional or newer information.

D. Operational Guidelines and Functional Structure

1. City Council Committees consist of three Council members one of whom is the committee chair. The Mayor may attend and participate in all Committee meetings.
2. No member of the City Council may serve on more than three Committees.
3. Council Committees will meet at least quarterly.
4. Council Committees have no delegated authority from the City Council and shall not take testimony from the public.
5. The Staff Liaison will coordinate with the Mayor and City Supervisor on the preparation of the agenda to determine whether items will be presented to a Committee or placed on the Council's regular agenda to be considered by the full City Council. Any item may be referred to the full Council by the Committee considering that item.
6. The full City Council by majority vote may refer any item on its agenda to an appropriate Committee for further review and recommendation.
7. Committee meetings are intended to allow regular attendance by City Council Committee members, as well as the Staff Liaison, staff, the Mayor and the City Supervisor, as necessary. In order to prevent inadvertent violations of the Open Public Meetings Act, attendance by non-member Council members that will result in a quorum of the full City Council is prohibited.

8. The regular Council meeting agenda shall include an opportunity for Committee reports at which time any appointed Committee member may report to the Mayor and City Council on pertinent and timely issues before a Committee.

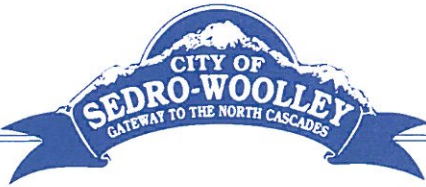
E. City Liaison Role

1. The City Supervisor serves as an advisor to each City Council Committee; however, each Committee has an identified staff liaison at the Director-level. The responsibilities of the Staff Liaison are as follows:

- a. Attend all meetings of the City Council Committee.
- b. Research information and prepare reports and correspondence as required for the Committee.
- c. Provide administrative support to the Committee, including distribution of documents to the Committee as required.
- d. Coordinate with the Committee chair to prepare agendas.
- e. Schedule meetings.
- f. Prepare Committee minutes within one week of the meeting and submit to the City Clerk for posting and distribution to the full City Council.
- g. Serve as the communication link between the Committee and City administration, City departments, and Council as appropriate.

JAN 27 2021

5:00 P.M. COUNCIL CHAMBER
AGENDA NO. a-e



DATE: January 27, 2021
TO: Mayor and City Council
FROM: Jill Scott, Finance Manager
SUBJECT: a) CALL TO ORDER; b) PLEDGE OF ALLEGIANCE; c) ROLL CALL;
d) APPROVAL OF AGENDA; e) CONSENT AGENDA;

- a. CALL TO ORDER - The Mayor will call the January 27, 2021 Meeting to Order
- b. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
- c. ROLL CALL - The Recorder will note those in attendance and those absent.

___ Ward 1	Councilmember Brendan McGoffin
___ Ward 2	Councilmember JoEllen Kesti
___ Ward 3	Councilmember Brenda Kinzer
___ Ward 4	Councilmember Glenn Allen
___ Ward 5	Councilmember Chuck Owen
___ Ward 6	Councilmember Karl de Jong
___ At-Large	Councilmember Kevin Loy

- d. APPROVAL OF AGENDA
- e. CONSENT AGENDA - Mayor will ask for Council approval of Consent Agenda items.

JAN 27 2021

CITY OF SEDRO-WOOLLEY
COUNCIL STUDY SESSION

January 6, 2021, Via ZOOM meeting

:00 P.M. COUNCIL CHAMBER,
AGENDA NO. e-1

Mayor Johnson called the study session to order at 6:00 P.M.

Roll Call: Mayor Julia Johnson, Council Members: Glenn Allen, Chuck Owens, Brenda Kinzer, JoEllen Kesti, Brendan McGoffin, and Karl de Jong. Staff Members: Planning Director John Coleman, City Supervisor/Finance Director Doug Merriman, Police Chief Tucker, Fire Chief Klinger, Asst Fire Chief Wagner, IT Director Bill Chambers, Finance Manager Jill Scott, and Glen Gardner. Applicants for the positions of Council Member At Large position: Judith Dunn, Kevin Loy, William C. Holt, Jr., Jeannette Sosa, Lewis A. Paul, Jr. (withdrawn earlier in the day), Corrin Hamburg, K. David Bates, Kimm Layland, Richard Waits, Josepha John Burns (absent), Sarah Diamond, and Linda Markiewicz (absent).

Mayor Johnson reviewed the structure of the meeting and explained that each applicant would have approximately three (3) minutes to introduce themselves and then each council member would ask one question. After all interviews have been conducted, the council will go into Executive Session for evaluation of the applicants and then return to vote for the next council member at large.

Interviews for the position of Council Member At Large

All present applicants went in order to introduce themselves and then answer the following questions from council members:

Council Member Karl de Jong: deferred questioning

Council Member Brendan McGoffin: Recently the city council raised both property taxes and utility rates. Do you believe the council made the right decision?

Council Member JoEllen Kesti: The city of Sedro-Woolley needs infrastructure improvements such as road repairs and sidewalks but with a tight budget already, what ideas do you have to generate new revenue for the infrastructure needs?

Council Member Brenda Kinzer: What is the number one issue the city council should tackle and how would you take on that issue?

Council Member Chuck Owen: The Senior Center is providing 80-90 meals each day through Meals on Wheels at a cost of about \$600 per day. With this being the main source of nutrition for many seniors, would you be willing to help find money to help support Meals on Wheels and the Senior Center?

Council Member Glenn Allen: The state of Washington has a problem with homelessness. While the city of Sedro-Woolley doesn't have a big problem with homelessness now, what would you do to help if it became an issue within the city? *Council Member Allen later clarified the definition of "homelessness" he was speaking of are people who live under tarps/tents and in cars and RVs, etc.

Extension of Session

At 7:55 P.M., Mayor Johnson proposed moving into the 8:30 P.M. hour. There were no objections. The council members then went into Executive Session for approximately 20 minutes.

Executive Session

At 8:20 P.M., the study session resumed. The mayor thanked all of the applicants for taking time to apply to serve the community and be part of the democratic process.

Mayor Johnson then asked if anyone would like to make a motion and Council Member McGoffin made a motion to nominate David Bates and Council Member Allen seconded the nomination.

Council Member de Jong asked for discussion and proceeded to thank the staff and city staff for their help with preparing materials and answering phones and questions with regard to the applications for the position of Council Member At Large. He stated it was great to see such a diverse group of applicants.

Mayor Johnson then moved to vote on David Bates for the position of Council Member At Large.

Council Members Allen, Kesti, and McGoffin voted in favor of Mr. Bates.
Council Members Kinzer, Owen, and de Jong voted in opposition to Mr. Bates.

Realizing the votes were three and three, Mayor Johnson asked if she serves as the tie-breaking vote. It was confirmed that per RCW 35A.12.100, she does serve as the tie-breaking vote. At that point Mayor Johnson voted in opposition to Mr. Bates.

Council Member Kinzer then makes a motion to vote for Kevin Loy for the position of Council Member At Large.

Council Members Kinzer, Owen, and de Jong voted in favor of Mr. Loy. Council Members Allen, Kesti, and McGoffin voted in opposition. Mayor Johnson broke the tie vote by voting in favor of Mr. Loy.

Mr. Loy was sworn into the new City Council member – At Large position.

Study Session was adjourned by Mayor Johnson at 8:30 P.M.

ATTEST:

APPROVED:

JAN 27 2021

6:00 P.M. COUNCIL CHAMBERS
AGENDA NO. e-1

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
January 13, 2021– 6:00 P.M. – Via ZOOM

Call to Order

Mayor Julia Johnson called the meeting to order at 6:00 P.M.

Pledge of Allegiance

ROLL CALL: Present: Mayor Julia Johnson, Councilmembers: Kevin Loy, Chuck Owen, Brendan McGoffin, Karl de Jong, Glenn Allen, JoEllen Kesti and Brenda Kinzer. Staff: Finance Manager Scott, Recorder Wolf, City Supervisor/Finance Director Merriman, IT Director Chambers, Planning Director Coleman, Public Works Director Freiburger, Fire Chief Klinger, Police Chief Tucker, Police Lt. McIlraith and City Attorney Thompson.

Approval of Agenda

Mayor Johnson requested motion to approve the agenda.

Councilmember Kinzer moved to approve the agenda. Seconded by Councilmember McGoffin. Motion carried (6-0).

Consent Calendar

1. Minutes from Previous Meeting
2. Finance
 - Claim Checks #194356 to #194455 plus EFT's in the amount of \$719,213.92
 - Claim Checks #194456 to #194540 in the amount of \$746,404.06
 - Payroll Checks #60240 to #60250 plus EFT's in the amount of \$314,854.42
 - Payroll Checks #60251 to #60265 plus EFT's in the amount of \$548,166.30
3. Peace Health United General Clinical Contract - Amendment
4. Final Acceptance of the 2020 SR20 West Lane Widening & Safety Improvement Project - Contract No. 2020-PW-01
5. Purchase Order Approval - 2020-PO-28
6. Recommendation from the Lodging Tax Advisory Committee for the 2021 Lodging Tax Grant Program

Councilmember Kinzer moved to approve the consent agenda items 1 thru 6. Councilmember Owen seconded. Motion carried (6-0).

Introduction of Special Guests and Presentations

Mayor Johnson spoke of the honor and privilege of swearing in new officers and asked Lt. McIlraith if he would like to say a few words. Lt. McIlraith spoke of the challenges the new class of officers faced in the midst of the COVID pandemic and the lack of a formal graduation ceremony to be sworn in to service in front of family and friends. He briefly introduced the new officers and listed their graduation dates.

Mayor Johnson swore in the following officers:

- Ruben J. Fortuna
- Keira G. Foster
- Harrison A. McGaughey
- Cody T. Velthuisen
- Deion C. Whitt

Police Chief Tucker spoke after the swearing in regards to the planned increase in police officer staffing due to replacing members leaving the force. Emphasized new crew is full of really good officers and that the council is looking at the future of the police force for Sedro-Woolley.

Presentation by city attorney, Nikki Thompson, regarding a possible future code amendment for a Hearing Examiner Decision Making in Quasi-Judicial Matters for Land Use processes.

There was discussion about how much it would cost the city and whether the council would remain a part of the process. Attorney Thompson stated that there is a trend towards eliminating Council decision making.

It is being recommended to amend the Sedro-Woolley Municipal Code (SWMC 2.90, 2.34) to make the Hearing Examiner the final decision maker in quasi-judicial matters as authorized by State Law with appeal to the Superior Court.

Attorney Thompson clarified that the Council sets the rules and laws that will apply to these applications. Council still determines how they want the city to look and function by implementing those rules and laws. The Hearing Examiner would decide whether Land Use proposals met the requirements and adhered to all ordinances that the Council has in place.

Mayor Johnson clarified with Attorney Thomson that the Hearing Examiner is an expert on the law in regards to land use applications and with the increase in applications to the City of Sedro-Woolley, the Council would essentially need to be as well versed in the laws and regulations as the Hearing Examiner to be able to participate in that decision making, if the Hearing Examiner is not utilized. She advised Council this was just an informative presentation and at a later date, it will be brought before Council for a decision based on the information given.

Staff Reports

Fire Chief Klinger – gave a Covid update noting there are 96 new cases today in Skagit Co. Spoke of Washington's Healthy Roadmap to Recovery and stated that Skagit, Whatcom, Island and San Juan

Counties are judged as a group. As a group, we must hit 4 out of 4 objectives to move to Level 2. With what is going on in Whatcom County, it doesn't appear that will happen soon. Will work with IT Director Chambers to get that info up on the city website.

Councilmember de Jong asked about the vaccine roll-out and if the staff of the Fire Dept are taking them. Chief Klinger advised that out of the 47 members of his department, 20 chose to have the vaccine. 2nd dose is scheduled to be on the 27th. It was asked if there had been anyone experiencing side effects from the vaccine and Chief Klinger said no. Clarification was made that only 20 employees wanted the vaccine, if more had wanted it, it would have been provided to more staff.

Police Chief Tucker – spoke of an incident where someone was locked in a public restroom and had to call 9-1-1 and the police were able to assist. He also updated on the body-worn cameras, noting that we are the only ones with body-worn cameras. Said the cameras are for both the safety of the officers but also for the accountability and transparency to the people we serve. New system to upgrade the cameras was about \$15,000 but that allows for unlimited storage, tech assistance, upgrades and replacements. Advised Police Dept will be able to start scheduling their COVID vaccinations next week, per the Health Dept. Will have Max and Brady coming out of the Academy soon. Sgt. Jason Harris retired at the end of 2020. Det. Hannawalt is moving to Florida. Will need to replace both of those officers. At the beginning of March, also losing another senior officer to military duty for a year. Result will be that in 2022, there will be 10 or 11 “new” officers that weren't on the force in 2019 or just starting in 2020.

Planning Director Coleman – Planning commission will start to review the regulations for the electronic reader boards in the central business district in the January 19th meeting. Also in that meeting, they will begin work on a State required periodic review of the shoreline management program. Mostly applies to the city park since it is in the flood plain. This is required by the Dept of Ecology. Also received this week the formal annexation petition for the annexation just south of Bassett Road, towards the northern part of the city. City Council has already reviewed and approved for the applicants to submit formal petition.

Public Works Director Freiburger – has four projects under design right now: 1. Resignalization project at Hwy 20 and Hwy9/Township. That is getting close to final design and hope to have out to bid in next couple of months. 2. Electrical upgrade project at the water treatment plant is finishing submittals and should be ready to start construction in March. 3. Working with Burlington Northern Santa Fe Railroad to build a rail crossing to support the Jonestown Liner Trail project. Have had a major breakthrough with them and we have an agreement being reviewed by them and have another meeting on Friday and they have started on the design of the undercrossing itself. Should be complete by June 2021. Will talk a little later about last project.

Councilmember de Jong made a comment that neighbors have approached him in regards to the intersection of Township and Jameson, stating that many drivers don't stop at the stop sign and they were wondering if there was something that could be done with enforcement patrols or make the stop sign a little more visible, proposing flashing lights.

IT Director Chambers – calling from the road. Glen is working a lot with the police and fire vehicles for new hires and new vehicles. Assisting with the WIMS software install out at the wastewater treatment plant and will be assisting with the financial web-based software upgrade.

Finance Manager Scott –will be converting to web-based version of current software called BIAS and will allow for secure and better flexibility when working remotely and should be happening within the next two weeks. Also working with John and our online bill pay vendor to accept online payments for the planning dept so that is also coming soon and will allow for planning customers to go online and make payment which will streamline things for the planning dept. Introduced new AP clerk, Trina Wolf, who has been here about 3 weeks and will be taking the minutes now for the council meetings. January is always a busy time of the year trying to close out the prior year.

City Attorney Thompson – didn't have anything to add after giving presentation earlier in the meeting.

City Supervisor/Finance Director Merriman – Library project is looking good. Next 2 weeks will show substantial completion and project is coming in under budget and relatively on time, considering the challenges of COVID. Construction will be done by the end of the month and then will begin moving in of the furniture, books and equipment. Skagit PUD is going to sign a Quit Claim Deed to transfer the property of the ball fields. It has to remain ball fields or property will revert back to the Skagit PUD. Just need to finish up some easement issues and then close on the property. Updated on the search for Finance Director. Received 14 applications, interviewed four and narrowed the list to two people. Plan on grilling them hard on financial questions to test aptitude and then looking to make selection of the next Financial Director. Also looking at implementing Agendase which is a software to streamline the workload on Cristine in the Finance Dept putting together all the materials for the agenda packets. Software will allow each dept to upload their materials and it sends an email for review, then Christine does some administrative work and the software puts the package together, numbers it and emails it to everybody automatically. So this will be a great time savings and a few less trees get dropped. Last thing is a congratulations to all of us for qualifying for the AWC Wellness Award. We met the 50% participation requirement that allows for a 2% reduction on our health insurance premiums that the city pays for the employees, which works out to be around \$25,000 in savings.

Mayor Johnson prompted City Supervisor Merriman to mention the auditor.

City Supervisor/Finance Director Merriman –today we had an exit conference with the state auditor's office. This is for auditing the year 2019. We came out with a clean audit opinion. We usually take a more proactive approach and keep a good working relationship with the auditor and ask questions and ask for updates/reviews prior to the audits. A couple of recommendations were given this year. One is the court. Heidi works all by herself but we want to give her some backup and support so finance will be working with her to maybe split up some of the money collecting functions. This will help to get internal controls where they need to be and also allowing for cross-training for days Heidi is out of the office. Audit was done over Zoom.

Mayor Johnson said the auditors stated that working with Sedro-Woolley was phenomenal in that we were very transparent and we offered everything they asked for and then some. Said we usually offered before they even asked so it was very efficient and thorough with great teamwork on our part to make that all happen. Then the mayor thanked Doug and Jill and the Finance Dept for working so hard for a clean audit that came with kudos.

Councilmember and Mayor's Reports

Councilmember Loy – present and ready to go.

Councilmember Owen – welcome to Councilmember Loy and the new police officers.

Councilmember McGoffin – welcome to Councilmember Loy and the new police officers

Councilmember de Jong – welcomed Councilmember Loy, AP Clerk Wolf and all new officers. Questioned the tree work at Township and State intersection and how long the street would be closed. Again brought up safety concern of enforcement spot #53 at Township and Jameson and hoped engineering could help make the stop sign more noticeable. Reported he had been to Riverfront Park at 10:00 a.m. and the river was quite high but not at flood level. Asked for clarification as to why only 20 COVID vaccines were coming to front line workers.

Mayor Johnson stated that not a lot of vaccines are coming into Skagit County.

Fire Chief Klinger added that only 20 out of 47 people in his department wanted to take the vaccine and the rest chose not to get it. He is hoping they will change their minds later.

Public Works Supervisor Nathan Salseina answered the question about the tree work at Township and State intersection reporting that the damage was about 70' high and the bucket only goes to 60'. Said there is a widow-maker about 20" diameter at that 70ft level. City has hired tree service but they could not get to it until tomorrow. Estimated to only take about two hours once work begins to open the street back up to traffic.

Councilmember Allen – wanted to offer personal thank you to the citizens of Sedro-Woolley, including Police Chief Tucker, for passing Prop. 1.

Councilmember Kesti – wanted to welcome everybody and hope to one day meet all in person.

Councilmember Kinzer – want to welcome all the new officers as well. Welcome to Councilmember Kevin Loy. Just wanted to update on the COVID vaccine. Has been working to administer in Anacortes to tribal elders, first responders and front line workers. Anyone that has requested a vaccine has received the vaccine and no one has been denied. Will eliminate the possibility of at least 100 new cases by taking the vaccine. Hoped city would extend well-wishes to the upriver communities that were hit very hard by the wind storm. Many without electricity and will be for several days.

Mayor Johnson – mentioned that PSE sent out a report that there were 64 mph winds and heavy rains that caused extensive damage. They were reporting 114 outages that equated about 20,000 customers without electricity. Then Mayor Johnson reported that she received an email that there had been more vandalism up at the State Hospital Cemetery in the form of spray painting and graffiti. We will be working with Skagit County Parks and Public Works Supervisor Salseina, decided to put up ecology blocks and cabling to help keep cars and people out. Asked if the blocks had been installed yet.

Public Works Supervisor Salseina – said that between the storm and other projects, he had not had the opportunity yet to get up there to get the blocks installed. Informed the Mayor that it will take one full day of sandblasting to remove the graffiti and spray paint.

Councilmember Kinzer – suggested getting a security camera to catch vandals and prosecute them.

PW Supervisor Salseina – could get game camera up there and try to catch the criminals.

Councilmember Kinzer -- thinks it would be very beneficial and would probably pay for itself with all of the damage occurring.

Mayor Johnson –wanted to comment on the Outstanding Merit Award that the wastewater treatment plant once again received. Great team and great staff working there.

Proclamation(s): none for this meeting

Public Comments

Mayor Johnson announced that Daniel Downs has requested 3 minutes to make a public comment. When asked if he was present, there was no response. Mayor noted that he was also not listed as a participant of the Zoom meeting.

Mayor Johnson states that she has two letters that were received by the city. One was from Elizabeth Waldren and the mayor read the letter aloud. It was urging the city to open fully and gave the example of the town of Mossy Rock opening.

Mayor Johnson made a side note that she did call the city hall of Mossy Rock and asked to speak with Mayor Sasser. The mayor was not available but his assistant was. They did pass an ordinance that stated if they wanted to open their businesses, they could. When asked how many businesses opened, the assistant said one did open and the state came in and gave a warning to close or get a fine and the business closed.

Mayor Johnson then read aloud the second letter sent to the City Council. That letter was from George Henson. And afterward, she mentioned that both letters were available on the website for anyone who wants to read them.

New Business

Mayor Johnson noted the time was currently 7:36 P.M. and not a lot of time was remaining in the allotted schedule. Three items of new business:

1. The 2021 Athletic Field and RV Park Fee Ordinance—this is a first read. Public Works Supervisor Salseina said this is an ordinance proposing to amend the Sedro-Woolley Municipal Code, Section 12.36.020. It addresses RV Park rate increase. Haven't been increased for many years. Second item addresses the length of stay. And last is the change to charge fees for the city owned athletic facilities. With addition of Winnie Houser Park, and very close to adding the new baseball fields down at Riverfront Park, but staffing hasn't

grown. The fees will help to hire one person as a seasonal employee for 4-5 months of the year to help with maintenance.

Councilmember de Jong asked for clarification if it was 5 seasonal employees.

Public Works Supervisor Salseina clarified that it was one person to work for 4 or 5 months.

Councilmember de Jong noted that the plans no longer included tent spaces at Riverfront Park.

Public Works Supervisor Salseina explained that there is no sanitary way to deal with tent campers due to the lack of shower and sewer facilities.

Councilmember de Jong said that many cyclists stop on their way east from Anacortes and that Sedro-Woolley was a major stop for many of those cyclists.

Public Works Supervisor Salseina stated that many of the cyclists and other tent campers were bathing in the restroom sinks and making a huge mess that was taking extra time to clean up and maintain.

Moved on to the proposed revision to Sedro-Woolley Municipal Code 15.04 Local Amendments to Adopt State Building Codes.

Planning Director Coleman – every 3 years the state requires all jurisdictions to adopt the most up to date building codes and then the state makes some amendments to it in order to make it more specific to the state of Washington. They go into effect 02/01/21 with or without city action. But this proposal would serve to formally adopt the state of Washington codes in our ordinance under chapter 15.04. Just proposing to update the 2018 codes to the new 2021 codes. Really just a formality.

Councilmember McGoffin makes a motion to approve ordinance 1975.21. Councilmember Kesti seconded. Motion carried (6-0).

Mayor Johnson – Last item of new business is Amendment 4, 2018-PS-12

Public Works Director Freiburger presented a powerpoint presentation in regards to all phases of the Wastewater Treatment Plant expansion. This was to authorize the Director of Public Works to execute Amendment 4 to Professional Services Agreement 2018-PS-12 with Carletti Architects P.S. of Mount Vernon, WA to add final design work and construction phase services for the Solid Waste/Fleet and Public Works Operations Building at a cost not to exceed \$192,075.

During the presentation, at 8:06 P.M., Councilmember de Jong proposed to extend to 8:15 P.M.. Mayor Johnson asked for objections and no objections were made. Then the presentation continued.

Motion to Authorize Public Works Director to execute Amendment 4, 2018-PS-12 was made by Councilmember de Jong and seconded by Councilmember Allen. Motion carried (6-0).

Mayor Johnson reminded everyone that the next City Council Meeting will be January 27, 2021 at 6:00 P.M.

Adjournment

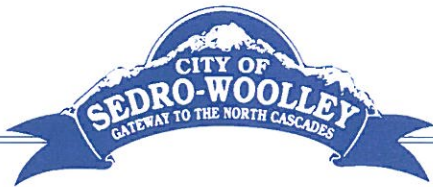
The meeting adjourned at 8:30 P.M.

ATTEST:

APPROVED:

JAN 27 2021

5:00 P.M. COUNCIL CHAMBER
AGENDA NO. 2-2



DATE: January 27, 2021
TO: Mayor and City Council
FROM: Jill Scott, Finance Manager
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending January 27, 2021.

Motion to approve Claim Checks #194542 to #194607 plus EFT's in the amount of \$335,313.24. (Void Check #194599)

Motion to approve Claim Checks #194608 to #194668 in the amount of \$191,667.73.

Motion to approve Payroll Checks #60266 to #60279 plus EFT's in the amount of \$366,279.32.

If you have any comments, questions or concerns, please contact me for information during the working day at 360-855-1661. This will allow me to look up the invoices that are stored in our office.

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:34:58 Date: 01/22/2021

12/31/2020 To: 12/31/2020

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
10541	12/31/2020	Claims	2	EFT	WA State Dept Of Revenue	16,157.25	
					001 - 521 20 26 000 - Uniforms/Accessories	18.95	
					401 - 535 50 48 010 - Maintenance Of Lines	97.74	
					401 - 535 80 44 010 - Taxes & Assessments	6,862.84	
					102 - 536 20 44 010 - Taxes And Assessments	233.32	
					412 - 537 80 44 001 - Taxes & Assessments	8,937.57	
					101 - 576 80 44 010 - Taxes And Assessments	6.83	
10608	12/31/2020	Claims	2	EFT	US Bank -- Purchase Cards	15,170.28	
					001 - 515 31 41 000 - Legal - Professional Services	65.10	
					001 - 517 90 49 003 - Employee Wellness (supplies)	269.68	
					001 - 517 90 49 003 - Employee Wellness (supplies)	292.95	
					001 - 517 90 49 003 - Employee Wellness (supplies)	3,384.10	
					001 - 518 80 41 000 - Professional Services	2.03	
					001 - 518 80 41 000 - Professional Services	7.87	
					001 - 518 80 41 000 - Professional Services	59.67	
					001 - 518 80 41 000 - Professional Services	200.00	
					001 - 518 80 49 000 - Software Maint & Support	161.67	
					001 - 521 20 26 000 - Uniforms/Accessories	56.44	
					001 - 521 20 26 000 - Uniforms/Accessories	108.43	
					001 - 521 20 31 002 - Office/Operating Supplies	19.99	
					001 - 521 20 31 002 - Office/Operating Supplies	71.68	
					001 - 521 20 31 002 - Office/Operating Supplies	145.32	
					001 - 521 20 31 002 - Office/Operating Supplies	142.29	
					001 - 521 20 31 002 - Office/Operating Supplies	8.66	
					001 - 521 20 31 002 - Office/Operating Supplies	17.35	
					001 - 521 20 31 002 - Office/Operating Supplies	212.17	
					001 - 521 20 31 002 - Office/Operating Supplies	14.37	
					001 - 521 20 31 002 - Office/Operating Supplies	24.10	
					001 - 521 20 31 002 - Office/Operating Supplies	137.80	
					001 - 521 20 31 002 - Office/Operating Supplies	35.11	
					001 - 521 20 31 002 - Office/Operating Supplies	84.65	
					001 - 521 20 31 002 - Office/Operating Supplies	41.22	
					001 - 521 20 31 002 - Office/Operating Supplies	13.99	
					001 - 521 20 48 000 - Repairs & Maintenance	60.72	
					001 - 521 20 48 010 - Repair & Maint - Auto	28.40	
					001 - 521 20 48 010 - Repair & Maint - Auto	976.50	
					001 - 521 20 48 010 - Repair & Maint - Auto	17.35	
					001 - 521 20 48 010 - Repair & Maint - Auto	182.17	
					001 - 521 20 48 010 - Repair & Maint - Auto	202.35	
					001 - 521 20 48 010 - Repair & Maint - Auto	45.86	
					001 - 522 20 31 000 - Operating Supplies	63.57	
					001 - 522 20 31 010 - Office Supplies	50.88	
					001 - 522 20 35 000 - Small Tools & Minor Equip	353.00	
					001 - 522 20 48 000 - Repairs/Maint-Equip	83.00	
					001 - 522 20 48 000 - Repairs/Maint-Equip	24.76	
					001 - 524 20 49 010 - Misc-Dues	125.00	
					001 - 524 20 49 030 - Misc-Tuition/Registration	35.00	
					001 - 524 20 49 030 - Misc-Tuition/Registration	165.00	
					401 - 535 80 31 010 - Operating Supplies	91.93	
					401 - 535 80 49 030 - Misc-Tuition/Registration	100.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	200.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	200.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	840.00	
					412 - 537 80 31 010 - Office Supplies	35.52	
					412 - 537 80 31 010 - Office Supplies	909.23	
					412 - 537 80 31 010 - Office Supplies	164.69	
					412 - 537 80 31 010 - Office Supplies	54.20	
					412 - 537 80 35 000 - Small Tools & Minor Equip	1,304.40	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	71.65	
					001 - 558 60 49 030 - Tuition/Registration	62.52	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:34:58 Date: 01/22/2021

12/31/2020 To: 12/31/2020

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					101 - 576 80 35 000 - Small Tools & Minor Equip	66.03	
					101 - 576 80 48 004 - Community Center	32.43	
					101 - 576 80 48 005 - Senior Center	1,461.91	
					101 - 576 80 48 005 - Senior Center	1,461.91	
					001 - 594 58 64 000 - Office Equipment	59.66	
					001 - 597 00 13 001 - Equipment Replacement Func	64.00	
10542	12/31/2020	Claims	2	194542	A WorkSAFE Service, Inc.	55.00	
					001 - 514 23 41 011 - Professional Services	55.00	
10543	12/31/2020	Claims	2	194543	AA Asphaltting LLC	7,735.50	
					103 - 595 30 63 020 - Resurfacing Projects	7,735.50	
10544	12/31/2020	Claims	2	194544	All Phase Heating and A/C Inc	85.24	
					101 - 576 80 31 001 - Operating Sup - Riverfront	85.24	
10545	12/31/2020	Claims	2	194545	Aramark Uniform Services	139.85	
					401 - 535 80 49 000 - Laundry	14.17	
					401 - 535 80 49 000 - Laundry	14.17	
					401 - 535 80 49 000 - Laundry	14.17	
					401 - 535 80 49 000 - Laundry	14.17	
					401 - 535 80 49 000 - Laundry	14.17	
					102 - 536 20 49 030 - Misc-laundry	1.04	
					102 - 536 20 49 030 - Misc-laundry	1.04	
					102 - 536 20 49 030 - Misc-laundry	1.04	
					102 - 536 20 49 030 - Misc-laundry	1.04	
					102 - 536 20 49 030 - Misc-laundry	1.04	
					102 - 536 20 49 030 - Misc-laundry	1.04	
					412 - 537 80 49 000 - Misc-Laundry	3.97	
					412 - 537 80 49 000 - Misc-Laundry	3.97	
					412 - 537 80 49 000 - Misc-Laundry	3.97	
					412 - 537 80 49 000 - Misc-Laundry	3.97	
					412 - 537 80 49 000 - Misc-Laundry	3.97	
					103 - 542 30 49 000 - Misc-Laundry	8.79	
					103 - 542 30 49 000 - Misc-Laundry	8.79	
					103 - 542 30 49 000 - Misc-Laundry	8.79	
					103 - 542 30 49 000 - Misc-Laundry	8.79	
					103 - 542 30 49 000 - Misc-Laundry	8.79	
10546	12/31/2020	Claims	2	194546	Assoc Petroleum Products	8,501.22	
					001 - 518 20 32 000 - Auto Fuel	60.17	
					001 - 518 20 32 000 - Auto Fuel	185.73	
					001 - 521 20 32 000 - Auto Fuel	3,123.67	
					001 - 522 20 32 000 - Auto Fuel/Diesel	2,598.30	
					425 - 531 50 32 000 - Vehicle Fuel	197.56	
					401 - 535 80 32 000 - Auto Fuel/Diesel	445.29	
					412 - 537 80 32 000 - Auto Fuel/Diesel	865.23	
					412 - 537 80 32 000 - Auto Fuel/Diesel	155.47	
					103 - 542 30 32 000 - Auto Fuel/Diesel	512.03	
					101 - 576 80 32 000 - Auto Fuel/Diesel	357.77	
10547	12/31/2020	Claims	2	194547	Bay City Supply	173.60	
					101 - 576 80 31 001 - Operating Sup - Riverfront	173.60	
10548	12/31/2020	Claims	2	194548	Beaver Lake Quarry	5,119.47	
					103 - 542 30 48 003 - Asphalt Materials	5,119.47	
10549	12/31/2020	Claims	2	194549	Blythe Plumbing & Heating Inc	295.39	
					101 - 576 80 48 001 - Riverfront	295.39	
10550	12/31/2020	Claims	2	194550	Bound Tree Medical LLC	132.50	
					001 - 522 21 31 000 - Operating Supplies - Medical	132.50	
10551	12/31/2020	Claims	2	194551	Brown & Caldwell	3,495.49	
					401 - 594 35 63 000 - Engineering Services	3,495.49	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:34:58 Date: 01/22/2021

12/31/2020 To: 12/31/2020

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
10552	12/31/2020	Claims	2	194552	Carletti Architects Ps	7,154.53	
					412 - 537 80 41 000 - Professional Services	431.60	
					401 - 594 35 63 000 - Engineering Services	1,485.00	
					401 - 594 35 63 000 - Engineering Services	1,040.40	
					401 - 594 35 63 000 - Engineering Services	4,197.53	
10553	12/31/2020	Claims	2	194553	Cascade Natural Gas Corp	4,330.14	
					001 - 521 20 47 000 - Public Utilities	60.54	
					001 - 522 50 47 000 - Public Utilities	270.81	
					401 - 535 80 47 000 - Public Utilities	422.67	
					401 - 535 80 47 000 - Public Utilities	15.62	
					401 - 535 80 47 000 - Public Utilities	19.23	
					412 - 537 80 47 000 - Public Utilities	531.40	
					103 - 542 63 47 000 - Public Utilities	72.23	
					101 - 576 80 47 010 - Community Center	163.88	
					101 - 576 80 47 020 - Senior Center	391.22	
					101 - 576 80 47 050 - Hammer Square	48.86	
					101 - 576 80 47 052 - Bingham Caretaker	70.45	
					101 - 576 80 47 070 - City Hall	519.70	
					101 - 576 80 47 070 - City Hall	1,743.53	
10554	12/31/2020	Claims	2	194554	Chuckanut Valley Veterinary Clinic	251.93	
					001 - 521 20 41 020 - Veterinary Services	156.50	
					001 - 521 20 41 020 - Veterinary Services	95.43	
10555	12/31/2020	Claims	2	194555	City of Sedro-Woolley	136.39	
					305 - 572 20 47 305 - Libraries - Utility Services	136.39	
10556	12/31/2020	Claims	2	194556	Comcast	490.11	
					001 - 518 80 42 021 - Internet Services	420.16	
					101 - 576 80 47 020 - Senior Center	69.95	
10557	12/31/2020	Claims	2	194557	Databar	6,010.90	
					001 - 513 10 42 000 - Communication	139.88	
					425 - 531 50 42 010 - Postage	97.71	
					425 - 531 50 42 010 - Postage	137.12	
					401 - 535 80 42 015 - Postage	1,587.83	
					401 - 535 80 42 015 - Postage	2,228.34	
					412 - 537 80 42 010 - Postage	757.27	
					412 - 537 80 42 010 - Postage	1,062.75	
10558	12/31/2020	Claims	2	194558	E & E Lumber	34.98	
					001 - 521 20 48 000 - Repairs & Maintenance	34.98	
10559	12/31/2020	Claims	2	194559	Edco Inc	320.08	
					401 - 535 50 48 020 - Maint Of Pumping Equip	320.08	
10560	12/31/2020	Claims	2	194560	Edge Analytical Inc	201.00	
					401 - 535 80 41 000 - Professional Services	52.00	
					401 - 535 80 41 000 - Professional Services	149.00	
10561	12/31/2020	Claims	2	194561	Enterprise Office Systems	114.74	
					001 - 514 23 31 000 - Supplies	53.56	
					412 - 537 80 31 000 - Operating Supplies	26.28	
					101 - 576 80 48 010 - Office Equip	34.90	
10562	12/31/2020	Claims	2	194562	Clear Valley Environmental Farm, LLC	7,560.00	
					104 - 595 30 63 052 - Const-SR20 W Lane Widenin	7,560.00	
10563	12/31/2020	Claims	2	194563	Fisher Construction Group LLC	15,029.40	
					401 - 535 50 48 050 - Maint Of General Equip	15,029.40	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:34:58 Date: 01/22/2021

12/31/2020 To: 12/31/2020

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
10564	12/31/2020	Claims	2	194564	Gall's LLC	1,142.96	
					001 - 522 20 26 000 - Uniforms	285.74	
					001 - 522 20 26 000 - Uniforms	857.22	
10565	12/31/2020	Claims	2	194565	Generator Services NW	2,661.16	
					001 - 521 20 48 000 - Repairs & Maintenance	265.68	
					001 - 522 50 48 030 - Repair/Maint-Station	276.73	
					425 - 531 50 48 000 - Repairs/Maintenance	130.97	
					401 - 535 50 48 000 - Maintenance Contracts	1,722.10	
					101 - 576 80 48 016 - City Hall	265.68	
10566	12/31/2020	Claims	2	194566	Home Depot Credit Services	338.41	
					412 - 537 80 31 000 - Operating Supplies	338.41	
10567	12/31/2020	Claims	2	194567	Humane Society Of Skagit	214.00	
					001 - 521 20 41 021 - Humane Society	214.00	
10568	12/31/2020	Claims	2	194568	Interstate All Battery Center	28.70	
					401 - 535 80 31 010 - Operating Supplies	28.70	
10569	12/31/2020	Claims	2	194569	Katy Isaksen Associates	3,848.00	
					001 - 595 10 41 000 - Professional Services	3,848.00	
10570	12/31/2020	Claims	2	194570	L N Curtis & Sons	646.12	
					001 - 521 20 26 000 - Uniforms/Accessories	416.61	
					001 - 521 20 26 000 - Uniforms/Accessories	229.51	
10571	12/31/2020	Claims	2	194571	Les Schwab Tire Center	3,506.67	
					001 - 521 20 48 010 - Repair & Maint - Auto	1,154.10	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,181.19	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,171.38	
10572	12/31/2020	Claims	2	194572	McKesson Medical Surgical	906.28	
					001 - 522 21 31 000 - Operating Supplies - Medical	4.89	
					001 - 522 21 31 000 - Operating Supplies - Medical	4.87	
					001 - 522 21 31 000 - Operating Supplies - Medical	9.64	
					001 - 522 21 31 000 - Operating Supplies - Medical	-144.85	
					001 - 522 21 31 000 - Operating Supplies - Medical	1,026.87	
					001 - 522 21 31 000 - Operating Supplies - Medical	4.86	
10573	12/31/2020	Claims	2	194573	Monera Technologies Corp.	1,150.00	
					401 - 535 50 48 010 - Maintenance Of Lines	1,150.00	
10574	12/31/2020	Claims	2	194574	Oasys	1,746.93	
					001 - 514 23 45 000 - Operating Rentals/Leases	1,746.93	
10575	12/31/2020	Claims	2	194575	Oliver-Hammer Clothes	455.63	
					412 - 537 80 31 000 - Operating Supplies	146.45	
					412 - 537 80 31 000 - Operating Supplies	216.98	
					101 - 576 80 35 010 - Safety Equipment	92.20	
10576	12/31/2020	Claims	2	194576	Public Utility Dis No1	3,084.57	
					001 - 521 20 47 000 - Public Utilities	35.61	
					001 - 522 50 47 000 - Public Utilities	344.39	
					401 - 535 80 47 000 - Public Utilities	384.00	
					102 - 536 20 47 000 - Public Utilities	275.24	
					412 - 537 80 47 000 - Public Utilities	82.69	
					103 - 542 63 47 000 - Public Utilities	76.84	
					101 - 576 80 47 000 - Riverfront	477.61	
					101 - 576 80 47 010 - Community Center	153.05	
					101 - 576 80 47 020 - Senior Center	277.41	
					101 - 576 80 47 050 - Hammer Square	170.35	
					101 - 576 80 47 051 - Bingham / Memorial	106.06	
					101 - 576 80 47 053 - Other Utilities	304.77	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:34:58 Date: 01/22/2021

12/31/2020 To: 12/31/2020

Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					101 - 576 80 47 070 - City Hall	396.55	
10577	12/31/2020	Claims	2	194577	Puget Sound Energy	10,095.61	
					401 - 535 80 47 000 - Public Utilities	240.11	
					103 - 542 63 47 000 - Public Utilities	9,855.50	
10578	12/31/2020	Claims	2	194578	Pye-Barker Fire & Safety LLC	81.22	
					001 - 521 20 41 001 - Professional Services	81.22	
10579	12/31/2020	Claims	2	194579	Ronk Brothers Inc	63.31	
					101 - 576 80 48 006 - Memorial Park	63.31	
10580	12/31/2020	Claims	2	194580	Sedro-Woolley Auto Parts	123.49	
					412 - 537 50 48 000 - Repairs/maint-equip	123.49	
10581	12/31/2020	Claims	2	194581	Sedro-Woolley Farmers Mkt	2,238.12	
					108 - 557 30 41 014 - S-W Farmers Market	2,238.12	'20 Hotel/motel Tax Award Reimbursement
10582	12/31/2020	Claims	2	194582	Sedro-Woolley Riding Club	2,500.00	
					108 - 557 30 41 013 - S-W Riding Club	2,500.00	
10583	12/31/2020	Claims	2	194583	Sedro-Woolley School Dist	24,339.00	
					001 - 518 65 40 001 - Impact Fee Distribution (scho	24,339.00	
10584	12/31/2020	Claims	2	194584	Sk. Co. Dept of Emerg Mgmt	5,430.10	
					001 - 525 10 41 000 - Dept Of Emerg Management	5,430.10	
10585	12/31/2020	Claims	2	194585	Skagit 911	1,632.37	
					001 - 522 20 41 020 - Central Dispatch	1,632.37	Q3 2020
10586	12/31/2020	Claims	2	194586	Skagit Co Public Works	73,013.34	
					412 - 537 60 47 000 - Solid Waste Disposal	65,464.98	Solid Waste Portion
					101 - 576 80 48 014 - Winnie Houser Park	275.38	Public Works Portion
					103 - 595 30 63 020 - Resurfacing Projects	7,272.98	
10587	12/31/2020	Claims	2	194587	Skagit Conservation District	614.83	
					425 - 531 50 41 002 - Contracted Services	614.83	
10588	12/31/2020	Claims	2	194588	Skagit County Government	8,616.99	
					001 - 518 80 41 000 - Professional Services	1,987.16	
					001 - 521 20 41 020 - Veterinary Services	6,629.83	
10589	12/31/2020	Claims	2	194589	Skagit County Treasurer	47,530.51	
					114 - 523 60 41 022 - Jail Sales Tax Pass Through 2	47,530.51	
10590	12/31/2020	Claims	2	194590	Skagit Farmers Supply	176.69	
					412 - 537 80 31 000 - Operating Supplies	88.84	
					103 - 542 30 31 000 - Operating Supplies	87.85	
10591	12/31/2020	Claims	2	194591	Skagit Publishing	380.00	
					001 - 514 23 41 011 - Professional Services	380.00	
10592	12/31/2020	Claims	2	194592	Skagit Regional Health	316.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	316.00	
10593	12/31/2020	Claims	2	194593	Skagit Soils	601.64	
					412 - 537 60 47 021 - Curbside Yard Waste Dispos	601.64	
10594	12/31/2020	Claims	2	194594	Staples Business Credit	615.96	
					001 - 514 23 31 000 - Supplies	441.54	
					401 - 535 80 31 000 - Office Supplies	35.69	
					412 - 537 80 31 000 - Operating Supplies	138.73	
10595	12/31/2020	Claims	2	194595	State Auditor's Office	3,042.39	
					001 - 514 23 41 000 - State Auditing	3,042.39	
10596	12/31/2020	Claims	2	194596	Systems Design	2,436.75	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:34:58 Date: 01/22/2021

12/31/2020 To: 12/31/2020

Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 522 21 41 000 - EMS Professional Services-S			2,436.75	
10597	12/31/2020	Claims	2	194597	Thermo Fluids Inc.	549.50	
			412 - 537 60 47 011 - Site Recycling Disposal			747.45	
			412 - 537 60 47 011 - Site Recycling Disposal			-419.08	
			412 - 537 60 47 011 - Site Recycling Disposal			221.13	
10598	12/31/2020	Claims	2	194598	Transportation Solutions, Inc.	23,260.25	
			103 - 542 30 41 000 - Professional Services			7,260.25	
			101 - 576 80 41 000 - Professional Services			15,000.00	
			001 - 595 10 41 000 - Professional Services			1,000.00	
10599	12/31/2020	Claims	2	194599	US Bank -- Purchase Cards		THIS WAS AN EFT AND PRINTED AS A CHECK. TLW
10600	12/31/2020	Claims	2	194600	USA Blue Book	101.63	
			401 - 535 80 31 010 - Operating Supplies			101.63	
10601	12/31/2020	Claims	2	194601	Uline	1,358.94	
			001 - 522 20 31 000 - Operating Supplies			614.62	
			101 - 576 80 31 001 - Operating Sup - Riverfront			744.32	
10602	12/31/2020	Claims	2	194602	UniFirst Corp.	215.00	
			001 - 522 20 26 000 - Uniforms			215.00	
10603	12/31/2020	Claims	2	194603	WA Assoc Of Building Off	1,685.44	
			001 - 524 20 31 000 - Off/Oper Supps & Books			1,685.44	
10604	12/31/2020	Claims	2	194604	WA St Dept Of Natural Res	17.40	
			425 - 531 50 44 000 - Taxes & Assessments			17.40	
10605	12/31/2020	Claims	2	194605	WA St Off Of Treasurer	2,191.75	
			109 - 589 30 21 109 - 10% Net Proceeds Forfeited F			2,191.75	
10606	12/31/2020	Claims	2	194606	WA State Dept Of Revenue	1,781.41	2020 Quarter 4 Leasehold Tax
			425 - 362 50 00 425 - Land Rents, Leases			-272.41	SV Farm LLC Rent
			103 - 389 30 00 103 - Collections Of Sales Tax			-609.63	Food Bank Lease
			103 - 389 30 00 103 - Collections Of Sales Tax			-899.37	Food Bank Lease
10607	12/31/2020	Claims	2	194607	Ziply Fiber	1,879.18	
			001 - 512 50 42 020 - Telephone			53.04	
			001 - 513 10 42 020 - Telephone			79.56	
			001 - 514 23 42 020 - Telephone			79.56	
			001 - 515 31 42 001 - Telephone			35.36	
			001 - 518 80 42 020 - Telephone			26.52	
			001 - 521 20 42 020 - Telephone			265.19	
			001 - 521 20 42 020 - Telephone			70.99	
			001 - 521 20 42 020 - Telephone			71.15	
			001 - 522 20 42 020 - Telephone			97.24	
			001 - 522 20 42 020 - Telephone			272.11	
			001 - 524 20 42 020 - Telephone			26.52	
			401 - 535 80 42 020 - Telephone			70.72	
			401 - 535 80 42 020 - Telephone			226.53	
			102 - 536 20 42 020 - Telephone			86.86	
			412 - 537 80 42 020 - Telephone			35.36	
			103 - 542 30 42 020 - Telephone			8.83	
			001 - 558 60 42 020 - Telephone			26.52	
			101 - 576 80 42 020 - Telephone			17.68	
			101 - 576 80 47 010 - Community Center			125.59	
			101 - 576 80 47 070 - City Hall			141.97	
			001 - 595 10 42 020 - Telephone			61.88	
			001 Current Expense Fund			79,912.99	
			101 Parks & Facilities Fund			25,595.53	

City Of Sedro-Woolley

12/31/2020 To: 12/31/2020

Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		102 Cemetery Fund				600.62	
		103 Street Fund				39,626.08	
		104 Arterial Street Fund				7,560.00	
		108 Lodging Tax Fund				4,738.12	
		109 Special Investigation Fund				2,191.75	
		114 Law Enforcement Sales Tax				47,530.51	
		305 Library Construction Fund				136.39	
		401 Sewer Operations Fund				42,910.72	
		412 Solid Waste Operations Fund				83,042.53	
		425 Stormwater Operations				1,468.00	
						<u> </u>	Claims:
		* Transaction Has Mixed Revenue And Expense Accounts				335,313.24	335,313.24

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sedro Woolley, and that I am authorized to authenticate and certify to said claim.

Finance Director	Date
------------------	------

Finance Committee Member	Date
--------------------------	------

Finance Committee Member	Date
--------------------------	------

Finance Committee Member	Date
--------------------------	------

CHECK REGISTER

City Of Sedro-Woolley

Time: 16:22:42 Date: 01/21/2021

01/27/2021 To: 01/27/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
527	01/27/2021	Claims	2	194608	ATV Sign	206.15	
			001 - 595 10 31 001		- Address & Street Signs-Reiml	206.15	
528	01/27/2021	Claims	2	194609	AWC Employee Benefit Trust	3,712.50	
			001 - 521 20 27 000		- Retired Medical	3,712.50	
529	01/27/2021	Claims	2	194610	Aramark Uniform Services	83.91	
			401 - 535 80 49 000		- Laundry	14.17	
			401 - 535 80 49 000		- Laundry	14.17	
			401 - 535 80 49 000		- Laundry	14.17	
			102 - 536 20 49 030		- Misc-laundry	1.04	
			102 - 536 20 49 030		- Misc-laundry	1.04	
			102 - 536 20 49 030		- Misc-laundry	1.04	
			412 - 537 80 49 000		- Misc-Laundry	3.97	
			412 - 537 80 49 000		- Misc-Laundry	3.97	
			412 - 537 80 49 000		- Misc-Laundry	3.97	
			103 - 542 30 49 000		- Misc-Laundry	8.79	
			103 - 542 30 49 000		- Misc-Laundry	8.79	
			103 - 542 30 49 000		- Misc-Laundry	8.79	
530	01/27/2021	Claims	2	194611	Assoc Of Wash Cities	8,582.00	
			001 - 514 23 49 040		- AWC Dues	8,582.00	
531	01/27/2021	Claims	2	194612	Assoc Petroleum Products	2,339.97	
			412 - 537 80 32 000		- Auto Fuel/Diesel	1,396.87	
			412 - 537 80 32 000		- Auto Fuel/Diesel	943.10	
532	01/27/2021	Claims	2	194613	Axon Enterprise, Inc.	15,278.40	
			001 - 594 21 64 000		- Machinery & Equipment	15,278.40	
533	01/27/2021	Claims	2	194614	Bay City Supply	1,201.98	
			401 - 535 80 31 010		- Operating Supplies	195.33	
			401 - 535 80 31 010		- Operating Supplies	64.23	
			101 - 576 80 31 006		- Operating Sup - City Hall	942.42	
534	01/27/2021	Claims	2	194615	Bound Tree Medical LLC	26.50	
			001 - 522 21 31 000		- Operating Supplies - Medical	26.50	
535	01/27/2021	Claims	2	194616	Cardinal Health 112 LLC	186.84	
			001 - 522 21 31 000		- Operating Supplies - Medical	186.84	
536	01/27/2021	Claims	2	194617	Carl's Towing Inc	284.81	
			001 - 522 20 48 000		- Repairs/Maint-Equip	284.81	
537	01/27/2021	Claims	2	194618	Carrot-Top Industries Inc	385.28	
			001 - 522 20 31 010		- Office Supplies	385.28	
538	01/27/2021	Claims	2	194619	Central Welding Supply	241.33	
			001 - 522 21 31 000		- Operating Supplies - Medical	241.33	
539	01/27/2021	Claims	2	194620	Judge Jeffray R Smith DMCJA	175.00	
			001 - 512 50 49 010		- Dues/Subscriptions	175.00	Brock D. Stiles
540	01/27/2021	Claims	2	194621	Dept of Enterprise Services	400.00	
			001 - 521 20 49 010		- Dues/Subscriptions	400.00	LESO Participation Fee 01/01/21-12/31/21
541	01/27/2021	Claims	2	194622	Dept of Labor & Industries	134.10	
			101 - 576 80 48 016		- City Hall	134.10	
542	01/27/2021	Claims	2	194623	Dukes Hill LLC	4,261.20	
			425 - 343 10 00 000		- Stormwater Fees	-4,261.20	
543	01/27/2021	Claims	2	194624	E & E Lumber	516.85	
			401 - 535 50 48 010		- Maintenance Of Lines	79.82	
			412 - 537 80 31 000		- Operating Supplies	15.60	

CHECK REGISTER

City Of Sedro-Woolley

Time: 16:22:42 Date: 01/21/2021

01/27/2021 To: 01/27/2021

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 31 000 - Operating Supplies			44.53	
			101 - 576 80 31 002 - Operating Sup - RV Park			30.20	
			101 - 576 80 48 001 - Riverfront			22.46	
			101 - 576 80 48 001 - Riverfront			59.51	
			101 - 576 80 48 001 - Riverfront			145.00	
			101 - 576 80 48 009 - Hammer Square			119.73	
544	01/27/2021	Claims	2	194625	Enterprise Office Systems	353.62	
			001 - 514 23 31 000 - Supplies			119.28	
			001 - 514 23 31 000 - Supplies			234.34	
545	01/27/2021	Claims	2	194626	Fastenal Company	54.72	
			412 - 537 80 31 000 - Operating Supplies			23.10	
			412 - 537 80 31 000 - Operating Supplies			15.94	
			412 - 537 80 31 000 - Operating Supplies			15.68	
546	01/27/2021	Claims	2	194627	Ferguson Enterprises #3007	225.25	
			101 - 594 76 31 000 - Buildings & Structures			130.17	
			101 - 594 76 31 000 - Buildings & Structures			95.08	
547	01/27/2021	Claims	2	194628	Gall's LLC	199.28	
			001 - 521 20 26 000 - Uniforms/Accessories			199.28	
548	01/27/2021	Claims	2	194629	Peter Gilbert	4,000.00	
			001 - 515 31 41 001 - Prosecuting Attorney			4,000.00	
549	01/27/2021	Claims	2	194630	HID Cross Match Tech Inc.	1,030.75	
			001 - 594 21 64 000 - Machinery & Equipment			1,030.75	
550	01/27/2021	Claims	2	194631	Bryan Hull	110.67	
			001 - 521 20 26 000 - Uniforms/Accessories			110.67	
551	01/27/2021	Claims	2	194632	Ideal Rent All	235.87	
			101 - 594 76 31 000 - Buildings & Structures			235.87	
552	01/27/2021	Claims	2	194633	Iworq Systems	1,200.00	
			001 - 524 20 41 000 - Professional Services			400.00	Feb2021-Jan 2022
			001 - 558 60 41 000 - Professional Services			400.00	Feb2021-Jan 2022
			001 - 595 10 49 020 - Software Licenses/Support			400.00	Feb2021-Jan 2022
553	01/27/2021	Claims	2	194634	LN Curtis & Sons	350.31	
			001 - 521 20 26 000 - Uniforms/Accessories			350.31	
554	01/27/2021	Claims	2	194635	LeadsOnline LLC	1,428.00	
			001 - 521 20 41 001 - Professional Services			1,428.00	Svc Dates 01/01-12/31/21
555	01/27/2021	Claims	2	194636	Leavitt Machinery	30,000.25	
			401 - 594 35 64 401 - Machinery & Equip			30,000.25	
556	01/27/2021	Claims	2	194637	Les Schwab Tire Center	4,076.09	
			001 - 522 20 48 000 - Repairs/Maint-Equip			823.50	
			412 - 537 50 48 000 - Repairs/maint-equip			514.34	
			412 - 537 50 48 000 - Repairs/maint-equip			1,782.83	
			412 - 537 50 48 000 - Repairs/maint-equip			37.98	
			412 - 537 50 48 000 - Repairs/maint-equip			727.56	
			412 - 537 60 47 011 - Site Recycling Disposal			189.88	
557	01/27/2021	Claims	2	194638	William R McCann	3,500.00	
			001 - 515 93 41 000 - Indigent Defender			3,500.00	
558	01/27/2021	Claims	2	194639	McLoughlin & Eardley Corp	1,302.33	
			109 - 594 21 64 109 - Equipment			56.42	
			501 - 594 21 64 501 - Vehicles - Police			740.86	
			501 - 594 21 64 501 - Vehicles - Police			219.64	
			501 - 594 21 64 501 - Vehicles - Police			56.42	

CHECK REGISTER

City Of Sedro-Woolley

Time: 16:22:42 Date: 01/21/2021

01/27/2021 To: 01/27/2021

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			501 - 594 22 64	501 -	Vehicles - Fire	228.99	
559	01/27/2021	Claims	2	194640	Motor Trucks	1,157.18	
			401 - 535 50 48	040 -	Maintenance Of Vehicles	20.06	
			412 - 537 50 48	000 -	Repairs/maint-equip	737.37	519
			412 - 537 50 48	000 -	Repairs/maint-equip	399.75	
560	01/27/2021	Claims	2	194641	Municipal Emergency Services Inc	902.14	
			001 - 522 20 48	000 -	Repairs/Maint-Equip	902.14	
561	01/27/2021	Claims	2	194642	Nelson Petroleum	788.69	
			412 - 537 80 32	010 -	Fuel Additive - DEF	241.46	
			501 - 548 30 31	000 -	Operating Supplies	547.23	
562	01/27/2021	Claims	2	194643	Northwest Clean Air Agency	4,091.50	
			001 - 553 70 41	000 -	NW Air Pollution	4,091.50	Per Capita Fee 2021
563	01/27/2021	Claims	2	194644	Oasys	936.29	
			001 - 514 23 31	001 -	Supplies - EMS Billing	91.86	Carole's Copier KM C224E
			001 - 524 20 31	000 -	Off/Oper Supps & Books	281.47	
			001 - 558 60 31	000 -	Supplies/Books	281.48	
			001 - 595 10 31	000 -	Supplies	281.48	
564	01/27/2021	Claims	2	194645	Office Depot Inc.	53.52	
			001 - 524 20 31	000 -	Off/Oper Supps & Books	8.70	
			001 - 524 20 31	000 -	Off/Oper Supps & Books	13.71	
			001 - 558 60 31	000 -	Supplies/Books	8.70	
			001 - 558 60 31	000 -	Supplies/Books	13.71	
			001 - 595 10 31	000 -	Supplies	8.70	
565	01/27/2021	Claims	2	194646	Oliver-Hammer Clothes	206.11	
			401 - 535 80 35	010 -	Safety Equipment	206.11	
566	01/27/2021	Claims	2	194647	Platt	106.38	
			401 - 535 50 48	050 -	Maint Of General Equip	106.38	
567	01/27/2021	Claims	2	194648	Protech Automotive	70.68	
			001 - 521 20 48	010 -	Repair & Maint - Auto	70.68	
568	01/27/2021	Claims	2	194649	RagnaSoft, Inc.	1,350.00	
			001 - 521 20 41	001 -	Professional Services	1,350.00	PlanIt Police 1 Yr Subscription
569	01/27/2021	Claims	2	194650	Rene's World	15.19	
			001 - 514 23 31	000 -	Supplies	15.19	
570	01/27/2021	Claims	2	194651	Ricoh USA Inc	1,161.62	
			001 - 518 80 41	000 -	Professional Services	115.68	
			001 - 518 80 41	000 -	Professional Services	1,045.94	
571	01/27/2021	Claims	2	194652	Ridgecrest Products, Inc.	423.95	
			001 - 522 20 31	000 -	Operating Supplies	423.95	
572	01/27/2021	Claims	2	194653	SBA Structures, LLC	1,052.66	
			001 - 591 28 64	000 -	Lease - SBA	263.16	
			001 - 591 28 64	000 -	Lease - SBA	263.16	
			401 - 591 28 64	010 -	Lease - SBA	263.17	
			401 - 591 28 64	010 -	Lease - SBA	263.17	
573	01/27/2021	Claims	2	194654	SWANA	268.00	
			412 - 537 80 49	010 -	Misc-Dues/Subs & Tuitn/Reg	268.00	03-1-21 Thru 02/28/22
574	01/27/2021	Claims	2	194655	Safety Vision	1,052.25	
			412 - 537 50 48	000 -	Repairs/maint-equip	1,052.25	
575	01/27/2021	Claims	2	194656	Sedro-Woolley Auto Parts	652.59	

CHECK REGISTER

City Of Sedro-Woolley

Time: 16:22:42 Date: 01/21/2021

01/27/2021 To: 01/27/2021

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					401 - 535 50 48 020 - Maint Of Pumping Equip	25.30	
					401 - 535 50 48 020 - Maint Of Pumping Equip	48.79	
					401 - 535 50 48 020 - Maint Of Pumping Equip	47.94	
					401 - 535 50 48 040 - Maintenance Of Vehicles	196.08	
					401 - 535 50 48 060 - Maintenance Of Buildings	57.03	
					102 - 536 20 31 010 - Operating Supplies	11.20	
					412 - 537 50 48 000 - Repairs/maint-equip	29.35	
					412 - 537 80 31 000 - Operating Supplies	112.75	
					412 - 537 80 31 000 - Operating Supplies	1.09	
					412 - 537 80 31 000 - Operating Supplies	4.11	
					412 - 537 80 31 000 - Operating Supplies	30.96	
					412 - 537 80 31 000 - Operating Supplies	8.67	
					412 - 537 80 48 000 - Repair/Maintenance	53.38	#604
					101 - 576 80 31 003 - Operating Sup - Parks Shop	25.94	
576	01/27/2021	Claims	2	194657	Sedro-Woolley Rotary Club	7,420.34	
					101 - 594 76 31 000 - Buildings & Structures	7,420.34	
577	01/27/2021	Claims	2	194658	Skagit 911	43,506.00	
					001 - 521 20 41 055 - 911 Contracted Services	38,981.00	
					001 - 522 20 41 020 - Central Dispatch	4,525.00	
578	01/27/2021	Claims	2	194659	Skagit Council Of Governments	8,417.00	
					104 - 544 40 41 010 - MPO RTPO Match	8,417.00	
579	01/27/2021	Claims	2	194660	Skagit Farmers Supply	345.65	
					401 - 535 50 48 010 - Maintenance Of Lines	156.32	
					412 - 537 80 31 000 - Operating Supplies	145.32	
					103 - 542 30 31 000 - Operating Supplies	26.00	
					103 - 542 30 31 000 - Operating Supplies	-19.50	
					103 - 542 30 31 000 - Operating Supplies	37.51	
580	01/27/2021	Claims	2	194661	Solid Waste Systems Inc	11,540.77	
					412 - 537 50 48 000 - Repairs/maint-equip	261.89	
					412 - 537 50 48 000 - Repairs/maint-equip	11,278.88	
581	01/27/2021	Claims	2	194662	Springbrook Holding Company LLC	14,936.56	
					001 - 514 23 41 011 - Professional Services-Agende	268.00	
					001 - 514 23 41 011 - Professional Services-Agende	329.45	
					425 - 531 50 41 000 - Professional Services	469.01	
					425 - 531 50 41 000 - Professional Services	576.55	
					401 - 535 50 48 000 - Maintenance Contracts	5,518.43	
					401 - 535 50 48 000 - Maintenance Contracts	4,489.07	
					412 - 537 80 41 000 - Professional Services	1,812.03	
					412 - 537 80 41 000 - Professional Services	1,474.02	
582	01/27/2021	Claims	2	194663	Stiles Law Inc., PS	3,378.50	
					001 - 512 50 41 010 - Municipal Court Judge	3,378.50	
583	01/27/2021	Claims	2	194664	Tacoma Screw Products Inc.	3.33	
					401 - 535 50 48 040 - Maintenance Of Vehicles	3.33	
584	01/27/2021	Claims	2	194665	Thyssenkrupp Elevator Corp.	1,126.43	
					101 - 576 80 48 016 - City Hall	1,126.43	
585	01/27/2021	Claims	2	194666	UniFirst Corp.	441.38	
					001 - 522 20 26 000 - Uniforms	219.81	
					001 - 522 20 26 000 - Uniforms	221.57	
586	01/27/2021	Claims	2	194667	C/O Richard Valdez Construction	104.06	00 1000 DP - 100 STATE
					425 - 343 10 00 000 - Stormwater Fees	-104.06	

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
587	01/27/2021	Claims	2	194668	Zero Waste Washington	75.00	
		412 - 537 80 49 010 - Misc-Dues/Subs & Tuitn/Reg				75.00	Membership Dues For 2021
		001 Current Expense Fund				99,929.48	
		101 Parks & Facilities Fund				10,487.25	
		102 Cemetery Fund				14.32	
		103 Street Fund				70.38	
		104 Arterial Street Fund				8,417.00	
		109 Special Investigation Fund				56.42	
		401 Sewer Operations Fund				41,783.32	
		412 Solid Waste Operations Fund				23,705.60	
		425 Stormwater Operations				5,410.82	
		501 Equipment Replacement Fund				1,793.14	
						191,667.73	Claims:
		* Transaction Has Mixed Revenue And Expense Accounts				191,667.73	191,667.73

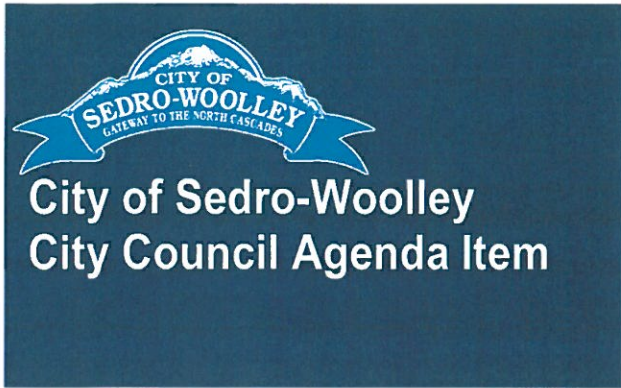
CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sedro Woolley, and that I am authorized to authenticate and certify to said claim.

Finance Director	Date
------------------	------

Finance Committee Member	Date
--------------------------	------

Finance Committee Member	Date
--------------------------	------

Finance Committee Member	Date
--------------------------	------



Agenda Item No. e-3

Date: January 22, 2021

Subject: Ratification and Confirmation -
Emergency Declaration for Emergency
Tree Service Services

Consent Calendar

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

RECOMMENDED ACTION:

Move to ratify and confirmation of an emergency and to approve Public Works Agreement **2021-PW-06** with **A-1 Safety Service** of Sedro-Woolley, WA for emergency tree services located at 839 State Street and others as identified from the recent storm event of January 12, 2021 with a not to exceed amount of \$5,000.

ISSUE:

On the evening of January 12, 2021 high winds blew through most of Western Washington leaving many without power and downed trees as a result. For the most part, Sedro-Woolley sustained minimal damage with the exception of some larger trees, if left unattended would have most likely resulted in material loss or damage to property, bodily injury, or loss of life if immediate action was not taken. Identified hazard trees so far are: three large Douglas fir trees on private property located adjacent to Township Street at 839 State, and a large evergreen tree located near the Caretaker's residence at Bingham Park.

BACKGROUND / SUMMARY INFORMATION:

The Public Works Director declared an Emergency for this project under RCW 39.04.280 and Chapter 2.40 SWMC. The city solicited a tree removal contractor from our Small Works Roster, hosted by MRSC and entered into the attached agreement in accordance with the terms and conditions of the agreement on January 13, 2021 as a result of this declaration.

FISCAL IMPACT, IF APPROPRIATE:

The work will be funded by the Streets Fund 103 and Parks Fund 101, as appropriate.

ATTACHMENTS:

1. Public Works Agreement 2021-PW-06



**SMALL PUBLIC WORKS AGREEMENT NO. 2021-PW-06
(For Projects Under \$350,000)**

THIS SMALL PUBLIC WORKS AGREEMENT ("Contract") is made and entered into this 13th day of January, 2020, by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and **A-1 Safety Tree Service LLC**, a Washington 26825 Paramount Lane, Sedro-Woolley, WA 98284 ("Contractor")

WHEREAS, the City desires to accomplish certain public works entitled **2021 Emergency Tree Service** ("the Project") having an estimated cost \$350,000 or less; and

WHEREAS, the City declared an Emergency for the Project under RCW 39.04.280 and Chapter 2.40 SWMC.

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the **2021 Emergency Tree Service for the service address of 839 State Street and others as identified from the current storm event as declared** ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than **January 31, 2021**.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- A. Invitation for Bid
- B. Plans and Contract Drawings.
- C. Scope of Work.
- D. Proposal/Bid Submittal (attached).
- E. Current Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- F. WSDOT Amendments to the Standard Specifications (referenced but not attached)
- G. Current APWA Supplement General Special Provisions (referenced but not attached).
- H. City Engineering Standards (referenced but not attached)
- I. Addenda (**if any**)
- J. Payment and Performance Bond (attached if applicable).
- K. Retainage Bond (optional-see Section 5).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a license to do business in the project location.
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

A. **Total Contract Sum for Project.** Excluding approved changes orders, the City shall pay the Contractor on a Time and Material basis for satisfactory completion of the Project with a Contract Sum not to exceed **\$5,000.00 (Five thousand dollars and no/100)** in accordance with the contractor's rate schedule, bid price in the bid Proposal, or proposal price in the Proposal, and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. **Payments shall be for Performance of Project Work.** Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. **Right to Withhold Payments if Work is Unsatisfactory.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. **Payments.** Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. **Payments for Alterations and/or Additions.** Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. **Final Payment.** Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract when payment and performance bonds are required. For Small Works Roster projects under \$150,000; payment and performance bonds may be waived and the sum equal to ten percent (10%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

For Small Works Roster projects under \$50,000 the City may waive the payment and performance bond requirements of RCW Chapter 39.08 and the retainage requirements of RCW Chapter 60.28.011(1) (a) for contracts solicited and awarded through the limited public works process as outlined in RCW Chapter 39.04.155(3).

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or
2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
2. A release has been obtained from the Washington State Department of Revenue.
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. A release has been obtained from the Washington State Department of Labor and Industries.
5. All claims, as provided by law, filed against the retainage have been resolved.
6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. **Final Acceptance.** Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. **Payment in the Event of Termination.** In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. **Maintenance and Inspection of Financial Records.** The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and subcontracts shall impose similar duties on the subcontractors.

6. **Term of Contract.**

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. **Termination of Contract.**

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a Sedro-Woolley business license prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. **General Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. **Trench Safety Systems.** The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and

other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance with Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he or she has familiarized himself or herself with all existing conditions and other contingencies likely to affect the work, and has made his or her bid accordingly, and that he or she shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities,

losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

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

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils

policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. **City Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provisions.**

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. **Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ **Required.** Before any exposure to loss may occur, the Contractor shall file with the City a copy of the **Builders Risk** insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ **Required.** Before any exposure to loss may occur, the Contractor shall file with the City a copy of the **Pollution Liability** insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. **Contractor's Insurance for Other Losses.**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. **Subcontractors.**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. **Notice of Cancellation of Insurance.**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. **Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. Assignment and Subcontractors.

- A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.
- B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.
- C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees specifically to meet Standard Specification 1-08.1, performing at least thirty percent (30%) of the contract work and to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.
- D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.
- E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.
- F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

- A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the **Nathan Salseina, Public Works Operations Supervisor** and shall be administered for the Contractor by the Contractor's Contract Representative, **Randy Hannan, Owner**. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

Director of Public Works
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Telephone Number: 360-855-0771

To Contractor:

Randy Hannan, Owner
A-1 Safety Tree Service LLC
26825 Paramount Lane
Sedro-Woolley, WA 98284
Telephone Number: 360-856-0868

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Skagit County, Washington.

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

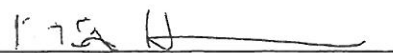
35. Debarment and Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit , if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

City of Sedro-Woolley

A-1 Safety Tree Service LLC

By 
Director of Public Works

By 

ATTACHMENTS:

Retainage Investment Option

RETAINAGE INVESTMENT OPTION

CONTRACTOR: A-1 Safety Tree Service LLC

PROJECT NAME: 2021 Emergency Tree Service

DATE: 1-13-21

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

- X 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% or 10% retainage amount. Such bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

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

Kristen H

(Contractor's Signature)

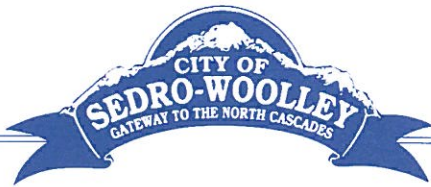
1-13-21

Date

Title

JAN 27 2021

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



SUBJECT: PUBLIC COMMENTS

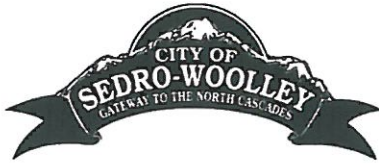
Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 27 2021

:00 P.M. COUNCIL CHAMBER
AGENDA NO. K-3

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

MEMO:

To: City Council
Mayor Johnson

From: John Coleman, AICP
Planning Director / Building Official

Date: January 27, 2021

Subject: Valley High Investments, Inc. Annexation Request – Public Hearing and Possible Adoption of a Resolution Accepting Annexation Boundaries & Forwarding Annexation Petition to Boundary Review Board – file # ANNEX-2019-005 – *Action Requested*

ISSUE

After holding a public hearing, should the City Council pass a resolution stating the City's intent to annex the proposed 20.8 acre annexation and approve the annexation petition to be forwarded to the Skagit County Boundary Review Board?

DESCRIPTION / HISTORY

The City Council reviewed an intent-to-annex petition for the 20.8 acre property at the southwest corner of Township Street and Bassett Road on October 28, 2020. At that meeting the Council determined that the City would entertain the full petition request and notified the applicant that he may submit a complete annexation petition. The applicant submitted a complete annexation petition on December 21, 2020. The proposed annexation area includes three parcels: P36413, P36414 and P126554.

At today's meeting, the Council will hold a public hearing on the proposed annexation. A proposed Resolution stating the city's intent to annex the 20.8 acre property is included as Attachment 1 to this memo. The legal description of the annexation area is included as Exhibit A to the Resolution and a map showing the boundary of the area is included as Exhibit B to the Resolution.

In accordance with RCW 35A.14.120, the petition was forwarded to the Skagit County Assessor for verification of the signatures and verification that the signatures represent the necessary 60% of the assessed value of the area. The City received the Assessor's Determination of Sufficiency on January 6, 2021 which verifies that the petition contains the required number of owner signatures. The annexation petition is attached as Attachment 2 to this memo and the Assessor's Determination of Sufficiency is attached as Attachment 3 to this memo.

The proposed annexation area is within the Sedro-Woolley urban growth area (UGA). Before the area was added to the UGA, the area was studied to make sure that the city can provide services (including sewer, police and fire services) to the area. Staff recommends that the City Council confirm its interest in annexing the three parcels owned by Valley High Investments, Inc. as

proposed in the Annexation Petition by passing the attached Resolution. If the Council approves the attached resolution, the annexation petition will be forwarded to the Skagit County Boundary Review Board (BRB). If the BRB approves the annexation, then the City Council will be asked in the future to pass an ordinance enacting the annexation.

ATTACHMENT

Attachment 1 – Resolution, including legal description and map

Attachment 2 – Annexation petition, including signatures

Attachment 3 – Assessor's Determination of Sufficiency

RECOMMENDED ACTION

Make a motion to pass Resolution _____-21 to approve proceeding with the annexation of the 20.8 acre property as shown on the annexation map (Exhibit B to the Resolution) and forward required materials to the Boundary Review Board.

Attachment 1

To Council Memo

Annexation Resolution NO. _____-21, legal description and map

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,
STATING INTENT TO ANNEX 20.8 ACRES OF REAL PROPERTY CONTIGUOUS TO THE
NORTHERN PORTION OF THE CITY

WHEREAS, Valley High investments, Inc. owns real property contiguous to the City limits and within the Sedro-Woolley urban growth area; and

WHEREAS, Valley High investments, Inc. initiated proceedings to annex the real property to the City by filing a notice of intent to commence annexation proceedings on October 20, 2020; and

WHEREAS, the City Council held a meeting on October 28, 2020 with the initiating parties as required by RCW 35A.14.120; and

WHEREAS, the City Council agreed to accept a Petition for Annexation between the initiating parties and the City; and

WHEREAS, the initiating parties filed a Petition for Annexation with the City; and

WHEREAS, the Skagit County Assessor issued a Determination of Sufficiency on December 30, 2020 certifying that the Petition for Annexation meets the 60% ownership criteria of RCW 35A.14.120; and

WHEREAS, on January 27, 2020 pursuant to notice required by law, the City Council held a public hearing on the proposed annexation; and

WHEREAS, the City Council determined that the Petition for Annexation meets the requirements of RCW 35A.14.120-150 and is sufficient according to the requirements of RCW 35A.14.120; and

WHEREAS, the City Council determined that the best interests and general welfare of the City and the real property will be served by the annexation; now therefore,

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

Section 1. The City hereby declares its intention to annex and make part of the City of Sedro-Woolley, Washington, that portion of Skagit County, Washington not heretofore incorporated as any part of a city or town, lying north of the City limits, being the following described real property, situated in Skagit County, Washington, to wit:

Legally described on the attached Exhibit A, and illustrated and the attached Exhibit B (map).

Section 2. The City Clerk is authorized and directed to prepare and file a notice of intention to annex with the Skagit County Boundary Review Board, and to carry out all the requirements of state law with regard to the proposed annexation.

Section 3. When annexed property is accepted by future ordinance, said annexation shall be subject to the following conditions:

A. The property proposed for annexation shall be subject to the laws and regulations of the City of Sedro-Woolley, as now and hereafter adopted.

B. The property proposed for annexation shall be subject to and assume a pro-rata share of indebtedness of the City which has been approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

C. The property proposed for annexation shall be subject to the Residential-5 and Mixed Commercial land use classifications and zoning designations as set forth on the current Sedro-Woolley Comprehensive Plan and Zoning maps.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of January, 2021, and signed in authentication of its passage this _____ day of January, 2021.

MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit "A"

Annexation Description

The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 35 North, Range 4 East, W.M.

EXCEPT road rights-of-way.

TOGETHER WITH that portion of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 13, Township 35 North, Range 4 East, W.M. lying Southeasterly of the Southeasterly margin of Bassett Road, as shown on that certain right-of-way map labeled County Road Project No. 6345, Bassett Road Revision, Dated February 10, 1938 and Northerly of the following described line:

BEGINNING at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 13;
thence North 0°23'24" West (called North 2°56'15" West on previous description) along the North-South centerline of said Northeast 1/4 for a distance of 440.57 feet to the POINT OF BEGINNING of said line;
thence North 87°40'47" West (called South 89°45' West on previous descriptions) parallel with the East-West centerline of said Northeast 1/4 for a distance of 201.58 feet, more or less, to said Southeasterly margin of Bassett Road and the terminus of said line.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 20.8 acres

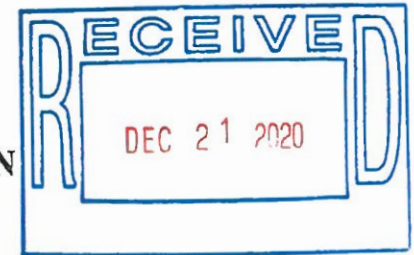


[illegible]

Attachment 2

To Council Memo
Annexation petition

**PETITION FOR ANNEXATION (60% METHOD)
TO THE CITY OF SEDRO-WOOLLEY, WASHINGTON**



TO THE HONORABLE MAYOR AND CITY COUNCIL OF
THE CITY OF SEDRO-WOOLLEY, WASHINGTON:

We, the undersigned being the owners of not less than sixty percent (60%) in value (according to the assessed valuation for general taxation of the property for which annexation is proposed) of the real property herein described and lying contiguous to the City of Sedro-Woolley, Washington, do hereby petition that such territory be annexed to and made a part of the City of Sedro-Woolley under the provisions of RCW 35A.14.120, et seq., and any amendments thereto, of the State of Washington.

A map and legal description of the territory proposed for annexation is attached to this petition.

The City Council of the City of Sedro-Woolley met with the initiating parties at a meeting on October 28, 2020 and did determine that the city would consider the proposed annexation. As disclosed in the minutes of said Council meeting, the City Council did also determine that:

- The city will accept and not require the proposed annexation area be geographically modified;
- All property within the territory hereby sought to be annexed shall, upon annexation, be assessed and taxed at the same rate and on the same basis as the property within the City of Sedro-Woolley is assessed and taxed to pay for all or any portion of the outstanding indebtedness of the City of Sedro-Woolley, which indebtedness has been approved by the voters, contracted for or incurred prior to, or existing at, the date of annexation; and
- The territory sought to be annexed shall, upon annexation, shall be assigned the zoning designation(s) Residential 5 and Mixed Commercial, consistent with the City of Sedro-Woolley Comprehensive Plan;

Wherefore, we the undersigned petition the Honorable City Council and ask:

- A. That appropriate action be taken to entertain this petition, fixing a date for a public hearing, causing notice to be published and posted, specifying that time and place of such hearing, and inviting all persons interested to appear and voice approval or disapproval of such annexation; and
- B. That following such hearing, the City Council determine by ordinance that such annexation shall be made, and declaring the date whereon such annexation shall be effective; and that property so annexed shall become a part of the City of Sedro-Woolley, Washington, subject to its laws and ordinances then and thereafter in force.

Proposed Valley High Annexation – Petition to Annex

Signatures	Printed Name & Address	Date	Parcel #	Assessed Value
1 <i>William L. Massey</i>	William L. Massey, President Valley High Investments, Inc. 41 NE Midway Blvd, #101 Oak Harbor, WA 98277	12/17/2020	P36413	\$186,900.00
2 <i>William L. Massey</i>	William L. Massey, President Valley High Investments, Inc. 41 NE Midway Blvd, #101 Oak Harbor, WA 98277	12/17/2020	P36414	\$159,900.00
3 <i>William L. Massey</i>	William L. Massey, President Valley High Investments, Inc. 41 NE Midway Blvd, #101 Oak Harbor, WA 98277	12/17/2020	P126554	\$8,600.00
4				
5				
6				
7				
8				
9				
10				

(Names of petitioners should be in identical form as the same appear on record in the chain of title to the real estate. Both husbands and wives must sign).

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

Attachment 3
To Council Memo
Assessor's Certification

David M. Thomas
Assessor

Annette M. DeVoe
Chief Deputy Assessor



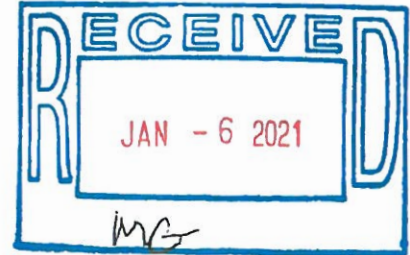
SKAGIT COUNTY

Office of the Assessor

Administration Building, Room 204
700 South Second Street
Mount Vernon, WA 98273
Phone: (360) 416-1780 Fax: (360) 416-1790
E-mail: assessor@co.skagit.wa.us

December 30, 2020

Mr. John Coleman, Planning Director
City of Sedro Woolley
325 Metcalf Street
Sedro Woolley, WA 98284



RE: Assessor Determination of Sufficiency

Dear John,

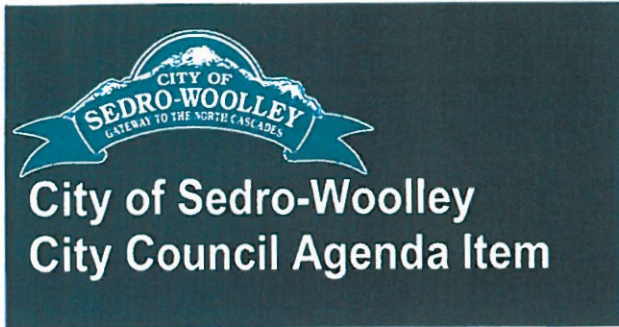
This letter serves notice that the petition for annexation of parcels P36413, P36414 and P126554 into the Sedro Woolley city limits submitted with your letter of December 23, 2020, meets the sufficiency requirements of sixty percent (60%) of property value in the proposed area of annexation. Per RCW.35A.01.040, I do hereby certify the sufficiency of petitions.

Sincerely,

A handwritten signature in blue ink that reads "David M. Thomas".

David M. Thomas
Skagit County Assessor

JAN 27 2021



Agenda Item No. :00 P.M. COUNCIL CHAMBER
AGENDA NO. 1-1

Date: January 13, 2021

Subject: First Reading:
2021 Athletic Field & RV Park
Fee Ordinance

New Business

2ND READING
OLD BUSINESS

FROM: Nathan Salseina, Public Works Operations Division Supervisor

RECOMMENDED ACTION:

1. Motion to authorize approval of the 2021 User fee ordinance for Athletic Fields and R.V. Parks.

ISSUE:

First reading with possible action at the January 27, 2021 Council meeting: Shall the council approve the 2021 User fee ordinance for Athletic Fields and R.V. Parks?

BACKGROUND / SUMMARY INFORMATION:

Staff has been working with user groups for the past few months on a policy that would enable the city to begin to charge user groups for using city owned athletic fields. The city has not previously charged these types of fees in the past. The new user fees will cover use at Riverfront Park, Winnie Houser Park, and Tesarik Field. These new fees will help with offsetting the routine and ongoing maintenance costs of operating these facilities. The fees, and attached policy will enable the city and user groups to work together collaboratively on issues relating to our limited field space. Additionally, staff has performed a survey of local RV facilities and found that our current pricing for city owned RV parks was under market. The proposed ordinance will bring the fees closer to market rate. Staff is also proposing in the ordinance to eliminate tent camping at the RV Parks and limit the length of stay at both of the RV Parks to 5 nights. Tent camping has proved to be an issue for staff, as the parks do not have adequate shower facilities to support it resulting in unsanitary conditions.

FISCAL IMPACT, IF APPROPRIATE:

Staff estimates the new fees will bring in around \$15,000 new dollars which will enable the city to hire an additional 4 month seasonal employee to assist with field maintenance duties.

ATTACHMENTS:

1. 2021 User fee ordinance for Athletic Fields and R.V. Parks – tracked changes
2. 2021 User fee ordinance for Athletic Fields and R.V. Parks – final
3. Athletic Field Usage Policy

ORDINANCE NO. -210

Formatted: Font: Bold

AN ORDINANCE AMENDING SWMC 12.36.020

Formatted: Justified

AN ORDINANCE AMENDING SWMC 12.36.020 TO ADDRESS FEES FOR ATHLETIC FIELD USAGE AT RIVERFRONT PARK AND WINNIE HOUSER PARK. AND TO ADDRESS FEES FOR RV USAGE AT RIVERFRONT PARK AND BINGHAM PARK

Formatted: Heading 3, Justified, Space After: 12 pt, Font Alignment: Baseline, Border: Left: (Single solid line, Gray-45%, 2.25 pt Line width, From text: 11 pt Border spacing:), Pattern: Clear (Custom Color(RGB(247,247,247)))

Whereas, SWMC 12.36.020 sets fees for use of the City's Recreational Vehicle Park and covered areas, and open spaces;

Formatted: Font: Bold

Whereas, the Council desires to create a fee schedule for RV parking that more closely reflects the market value,

Formatted: Font: Bold

Whereas, the City of Sedro-Woolley has experienced an increase in demand for athletic field space, and has recently acquired and developed new athletic fields at Riverfront Park, and Winnie Houser Park;

Formatted: Font: Bold

Whereas, the Council desires to create a fee schedule for field usage to enable the city to adequately maintain these fields, now therefore,

Formatted: Font: Bold

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

Section 1. SWMC 12.36.020 is amended as follows:

12.36.020 Recreational vehicle facilities, and covered areas and athletic fields.

Formatted: Font: 14 pt

Formatted: Font: (Default) Times New Roman, 14 pt

Formatted: Font: 14 pt

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of recreational vehicle facilities and covered areas and shelters, and athletic fields:

A. Length of Stay. No person shall use the Riverfront Park recreational vehicle facility more than five consecutive days. No person shall use the Bingham Park recreational vehicle facility more than five consecutive days. No person shall leave a recreational vehicle unattended for longer than forty-eight hours. Extension of time limit is subject to availability. The city reserves the right to remove unattended vehicles during times of flood or other natural disaster at the owner's expense. The city reserves the right to deny usage to any person. The Riverfront Park recreational vehicle facility is closed seasonally to minimize risk during flood season. Closure dates are established by the Public Works Operations Division Supervisor annually.

B. Recreational Vehicle Park Fees.

1. A fee of ~~thirty-five \$35.00~~ twenty-five dollars per night shall be charged in advance for each space rented that does not have full sewer hook-ups.

2. A fee of ~~forty \$40.00~~ thirty-dollars per night shall be charged in advance for each space rented that has full sewer hook-ups.

3. A fee of ten dollars per night shall be charged in advance for each tent site.

C. Athletic Field User Fees - Reservations:

FACILITY	WEEKLY RATE	DAILY RATE
RIVERFRONT 1 - East	90	25
RIVERFRONT 2 - West	90	25
RIVERFRONT - Rockie - South	50	15
RIVERFRONT - T-Ball - North	50	15
TESAKK	90	25
WINNIE HOUSE	200	60
LARRY ENGLISH	150	45

Formatted: Indent: First line: 0", Space After: 15 pt, Font Alignment: Baseline, Pattern: Clear (White)

Formatted: Font color: Custom Color(RGB(33,37,41)), English (United States)

D. Reservations

1. For purposes of this section, "resident" and "all others" are defined in Section 12.36.030(C)(2) and (3).

Formatted: Font: (Default) Times New Roman, 12 pt

2. Reservations for the Riverfront Park recreational vehicle facility may be made up to one year in advance at City Hall. Ten spaces will be designated available for reservation. These spaces may be reserved by paying a nonrefundable administrative fee of fifteen dollars plus the daily fee established in subsection B of this section for the period being reserved at the time the reservation is made.

3. The large covered eating area at the Riverfront Park may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred seventy-five dollars; and for all others, two hundred fifty dollars.

4. The small covered eating area at the Riverfront Park may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred twenty-five dollars; and for all others, two hundred dollars.

5. The Memorial Park shelter may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred dollars; and for all others, one hundred fifty dollars.

6. The Bingham Park shelter may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred dollars; and for all others, one hundred fifty dollars.

7. The Hammer Heritage Square may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred dollars; and for all others, two hundred dollars, except, that the city council may authorize the use of this facility free of charge to the Sedro-Woolley Farmers Market on an annual basis.

8. If the reservation for park facilities is not canceled at least sixty days before the reservation date, it will not be refunded without approval of the mayor, or his/her designee. If the covered eating area is not reserved, it is available to the public without charge on a first-come, first-served basis. Reservations may be made at the city clerk's office. (Ord. 1857-16 § 1, 2016; Ord. 1796-14 §§ 1, 2, 2014; Ord. 1643-09 § 1, 2009; Ord. 1596-07 §§ 1, 2, 2007; Ord. 1566-07 § 1, 2007; Ord. 1403-01 § 1, 2001; Ord. 1396-00 § 1, 2000; Ord. 1347-99 § 1, 1999; Ord. 1258-96 § 1, 1996; Ord. 1202 § 1, 1994; Ord. 1126 § 2, 1993)

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

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

PASSED by majority vote of the members of the Sedro-Woolley City Council
this ____ day of _____, 20214, and signed in authentication of its passage this ____
day of _____, 20214.

Julia Johnson, Mayor

Attest:

Douglas Merriman, Finance Director

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Space After: 15 pt, Font Alignment: Baseline, Pattern: Clear (White)

Approved as to form:

Nikki Thompson, City Attorney

Published:

AN ORDINANCE AMENDING SWMC 12.36.020 TO ADDRESS FEES FOR ATHLETIC FIELD USAGE AT RIVERFRONT PARK AND WINNIE HOUSER PARK. AND TO ADDRESS FEES FOR RV USAGE AT RIVERFRONT PARK AND BINGHAM PARK

Whereas, SWMC 12.36.020 sets fees for use of the City's Recreational Vehicle Park and covered areas, and open spaces;

Whereas, the Council desires to create a fee schedule for RV parking that more closely reflects the market value,

Whereas, the City of Sedro-Woolley has experienced an increase in demand for athletic field space, and has recently acquired and developed new athletic fields at Riverfront Park, and Winnie Houser Park;

Whereas, the Council desires to create a fee schedule for field usage to enable the city to adequately maintain these fields.

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

Section 1. SWMC 12.36.020 is amended as follows:

12.36.020 Recreational vehicle facilities, covered areas and athletic fields

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of recreational vehicle facilities and covered areas and shelters, and athletic fields

A. Length of Stay. No person shall use the Riverfront Park recreational vehicle facility more than five consecutive days. No person shall use the Bingham Park recreational vehicle facility more than five consecutive days. No person shall leave a recreational vehicle unattended for longer than forty-eight hours. Extension of time limit is subject to availability. The city reserves the right to remove unattended vehicles during times of flood or other natural disaster at the owner's expense. The city reserves the right to deny usage to any person. The Riverfront Park recreational vehicle facility is closed seasonally to minimize risk during flood season. Closure dates are established by the Public Works Operations Division Supervisor annually.

B. Recreational Vehicle Park Fees.

1. A fee of thirty-five \$35.00 dollars per night shall be charged in advance for each space rented that does not have full sewer hook-ups.

2. A fee of forty \$40.00 dollars per night shall be charged in advance for each space rented that has full sewer hook-ups.

C. Athletic Field User Fees

FACILITY	WEEKLY RATE	DAILY RATE
RIVERFRONT 1 – East	\$90.00	\$25.00
RIVERFRONT 2 – West	\$90.00	\$25.00
RIVERFRONT - Rookie - South	\$50.00	\$15.00
RIVERFRONT - T-Ball – North	\$50.00	\$15.00
TESARIK	\$90.00	\$25.00
WINNIE HOUSER	\$200.00	\$60.00
DENNY ENGBERG	\$150.00	\$45.00

D. Reservations

1. For purposes of this section, “resident” and “all others” are defined in Section 12.36.030(C)(2) and (3).
2. Reservations for the Riverfront Park recreational vehicle facility may be made up to one year in advance at City Hall. Ten spaces will be designated available for reservation. These spaces may be reserved by paying a nonrefundable administrative fee of fifteen dollars plus the daily fee established in subsection B of this section for the period being reserved at the time the reservation is made.
3. The large covered eating area at the Riverfront Park may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred seventy-five dollars; and for all others, two hundred fifty dollars.
4. The small covered eating area at the Riverfront Park may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred twenty-five dollars; and for all others, two hundred dollars.
5. The Memorial Park shelter may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred dollars; and for all others, one hundred fifty dollars.
6. The Bingham Park shelter may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred dollars; and for all others, one hundred fifty dollars.
7. The Hammer Heritage Square may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred dollars; and for all others, two hundred dollars, except, that the city council may authorize the use of this facility free of charge to the Sedro-Woolley Farmers Market on an annual basis.

8. If the reservation for park facilities is not canceled at least sixty days before the reservation date, it will not be refunded without approval of the mayor, or his/her designee. If the covered eating area is not reserved, it is available to the public without charge on a first-come, first-served basis. Reservations may be made at the city clerk's office. (Ord. 1857-16 § 1, 2016; Ord. 1796-14 §§ 1, 2, 2014; Ord. 1643-09 § 1, 2009; Ord. 1596-07 §§ 1, 2, 2007; Ord. 1566-07 § 1, 2007; Ord. 1403-01 § 1, 2001; Ord. 1396-00 § 1, 2000; Ord. 1347-99 § 1, 1999; Ord. 1258-96 § 1, 1996; Ord. 1202 § 1, 1994; Ord. 1126 § 2, 1993

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

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

PASSED by majority vote of the members of the Sedro-Woolley City Council
this _____ day of _____, 2021, and signed in authentication of its passage this _____
day of _____, 2021.

Julia Johnson, Mayor

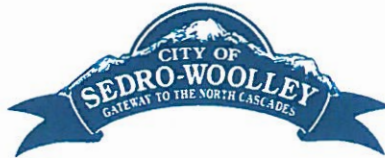
Attest:

Douglas Merriman, Finance Director

Approved as to form:

Nikki Thompson, City Attorney

Published:



ATHLETIC FIELD USAGE POLICY

I. INTRODUCTION:

The City of Sedro-Woolley coordinates the rentals of athletic fields within city parks. The purpose of this policy is to outline procedures and allocation priorities for the permitted use of the City athletic fields. The City has long standing partnerships with youth sports organizations and is committed to maintaining those relationships. The city is dedicated to providing well maintained and safe sports fields for youth sports organizations and the general public. This policy will provide a guide for the equitable allocation, responsible use, and proper care of sports fields. The City may charge to recover costs to operate and maintain the use of athletic fields in City parks. The costs of providing sports services (for field preparation and field maintenance equipment, and staff time) must be shared with the sport user groups that utilize these services.

II. PRIORITY GROUP CLASSIFICATIONS:

There are three group classifications that determine field usage priority. PARTNER GROUPS, and SCHOOL DISTRICT SPONSORED GROUPS, AND 3RD PARTY RENTAL GROUPS. An organization's priority classification determines its priority for field allocations.

1. **Partner Groups** will have first priority for field allocations. The following requirements must be met for an organization to be considered for Partner status:
 - Partner groups must have an affiliation with a state or national sports governing body. Those state and national bodies must have governance over the Partner. This includes all requirements for training (per each league's manual), equipment safety, playing technique safety, financial oversight, and background checks. Background checks must meet the standards of the State - Department of Justice (DOJ) and the National - Federal Bureau of Investigation (FBI) with Live Scan finger printing for coaches, managers, team parents, umpires, board members and anyone in contact with the players. Background checks without fingerprinting are insufficient. Photo ID cards are encouraged for coaches at all interactions with athletes.
 - Partner groups must be a Washington tax-exempt, non-profit 501(c)(3) youth sports organization. The following documents are required to show proof: ▪ A copy of the organization's Articles of Incorporation and Bylaws. ▪ Board of Directors' names, addresses, and phone numbers,
 - An organization must operate entirely on a volunteer basis. No person affiliated with the operation of the organization may be compensated. This includes, but is not limited to, Board members, administrators, and coaches.
2. **School District Sponsored** groups will have second priority for field allocation.
3. **3rd Priority Rental Groups** will have third priority for field allocation. 3rd Priority Rental groups do not meet the standards listed above for Partner and School District groups. These groups get third priority for field allocation. These groups are generally limited to monthly-issued field permits.

III. APPLICATION PROCESS:

Leagues must submit a new application to the city with all required documentation at least (3) months prior to the estimated starting date of the league. Submittal of an application does not guarantee that an organization will be allocated fields. Applications are to be submitted to the City of Sedro-Woolley Finance Department at City Hall, 325 Metcalf Street, Sedro-Woolley, (360-855-1661) A request for field use does not constitute approval.

COMPLETED APPLICATION CONSISTS OF THE FOLLOWING:

- Completed Field Request Form
- Insurance Certificate
- Hold Harmless & Indemnity Agreement
- Copy of group bylaws (partner groups only)
- Proof of Tax Exempt Status (partner groups only)
- List of Leagues Board of Directors (partner groups only)

IV. FIELD ALLOCATION PROCESS:

- Fields will be allocated initially to Partner groups the same as the previous year. For example, the new spring season permit will be equal to previous spring season permit (at the end of season).
- Seasonal priority will be given to traditional primary season sports over secondary season sports. Spring season is primary for t-ball, baseball, softball, and lacrosse. Fall season is primary for football and soccer. Fields used for games will be given priority over fields used for practice. Off-season play (between seasons) will be reviewed after allocations are granted for all other Partner primary season requests.
- When there is a conflict for field space, the groups will be given the opportunity to resolve the conflict. If an agreement cannot be reached, fields will be allocated by city staff.
- Partner groups will receive first priority. School District sponsored groups will receive second priority. 3rd party user groups will be allocated fields after Partner groups are fully allocated. Seasonal priority rules will also apply.
- Rental groups may reserve a field complex for a maximum of sixteen (16) consecutive weeks, with the exception that the city may approve additional week(s) if it determines that there is field availability and the additional week(s).

V. FEES:

All rental fees must be paid in full when the reservation is made. Weekly rate is for 7 days.

FACILITY	WEEKLY RATE	DAILY RATE
RIVERFRONT 1 – East	\$90.00	\$25.00
RIVERFRONT 2 – West	\$90.00	\$25.00
RIVERFRONT - Rookie - South	\$50.00	\$15.00
RIVERFRONT - T-Ball - North	\$50.00	\$15.00
TESARIK	\$90.00	\$25.00
WINNIE HOUSER	\$200.00	\$60.00
DENNY ENGBERG	\$150.00	\$45.00

VI. REFUNDS:

Reservations canceled by the City may be re-scheduled as available or fees paid will be credited to the organization's account or refunded in full.

VII. FIELD MAINTENANCE:

- City maintenance includes turf maintenance, infield dirt care, maintenance of backstops, fencing and dugouts trash pickup and all associated utilities.
- City does not provide field lining, this is the responsibility of the user groups.
- City does not provide bases, or pitchers mounds, and is not responsible for set up before games.
- City does not provide Public Address systems or scoreboards. These are the responsibility of user groups.
- City does not provide portable toilets.
- City does not provide soccer or football goals.
- User groups are expected to clean up after their games and deposit trash in city provided dumpster.
- Any long-term storage is not permitted unless approved in writing by the City.
- User groups are not allowed to alter or change locks on any City facilities.
- No permanent structures or equipment shall be erected on City facilities unless approved in writing by the City.
- Burning lines of fields is prohibited.
- Requests to modify, resize, or make improvements to a City field shall be submitted with conceptual drawings to the City (Parks and Recreation Department) and will be reviewed and approved by the appropriate and corresponding departments.
- All equipment must be removed or locked up at the end of each day.
- No vehicles are allowed on City fields, other than parking lots, without written permission.
- Report hazards and immediate emergencies (broken water lines, leaking sprinkler heads, etc.) to Public Works at 360-855-0771. When calling, identify yourself, your location (park), and the specific nature of the situation so that staff can bring the appropriate repair equipment. After hours, call the Police Department at 911 dispatch. The on-call staff will respond to the emergency.

VIII. GENERAL FIELD RULES

- User groups are expected to leave the premises in the same condition in which they were found or better. Ensure that individual teams clean up the facility after each use, including dugouts, athletic field, and surrounding area.
- It is unlawful for any person to use threatening, abusive, insulting or indecent language in the public parks of the City or to create any nuisance or offense, or to scratch, cut, injure or deface any of the buildings, fences, structures, trees or shrubbery, or to destroy any other improvements.
- No alcoholic beverages, which include beer or liquor, shall be sold or consumed on City park premises or any grounds or parking lots used in conjunction with said facilities. The tournament/activity will be cancelled if this becomes a problem for the City of Sedro-Woolley.
- Smoking, vaping, or use of tobacco products/controlled substances is prohibited on City athletic fields.
- Pets are not allowed on any City athletic fields. They are allowed on leash within City Parks. Postings are at park entrances.

X. OTHER INFORMATION:

- Vendors and Concessions Groups operating concessions are considered first party vendors. A city mobile vendor business license is not required for first party vendors; however, food sales must meet Skagit County Health Department codes and requirement.
- Traffic and Parking. When traffic and/or parking are an issue, or during post-season tournament play, the group or organization must provide volunteers to direct participants and spectators to designated parking areas.
- It is the group's responsibility to alleviate traffic and parking issues. No vehicles are allowed on City fields or property, other than parking lots, without written permission noted on the use permit issued by the City.
- Banners/Signage/Advertisements. A sports partner group can have sponsorship banners from supporting businesses to defray the costs of running the league. The advertisement shall be directed toward the sports viewing audience and not to the passersby on roadways. Banners are generally removed after the playing season is over. Requests for exceptions to this rule can be considered by the Mayor or their designee.
- Users are responsible for any and all damage to facilities that occur in association with their event.
- Portable soccer goal policy: (All soccer groups intending to use portable soccer goals must have them approved prior to use.)

JAN 27 2021

ORDINANCE NO. 1977-21

:00 P.M. COUNCIL CHAMBERS
AGENDA NO. m-2

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY ADDING A NEW CHAPTER 12.45 ENTITLED "FILMING PERMIT" TO TITLE 12 OF THE SEDRO-WOOLLEY MUNICIPAL CODE

WHEREAS, there has been an increase in the number of requests to film for commercial purposes; and

WHEREAS, allowing commercial filming within the City can result in economic benefits to the City and promote tourism; and

WHEREAS, filming for commercial purposes must be regulated to protect public health, safety, and welfare; and

WHEREAS, Special Event Permits are not the most appropriate tool to regulate filming; and

WHEREAS, the Sedro-Woolley Municipal Code does not currently have a process for analyzing and permitting commercial filming.

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY do ordain as follows:

Section One. There is hereby added a new Chapter 12.45 entitled "Filming Permit" to Title 12 of the Sedro-Woolley Municipal Code to read as follows:

**Chapter 12.45
FILMING PERMIT**

Sections:

- 12.45.010 Definitions.
- 12.45.020 Permit and filming agreement required.
- 12.45.030 Application contents and process – Fees.
- 12.45.040 Standards for issuance.
- 12.45.050 Issuance or denial of permit.
- 12.45.060 Hold Harmless Agreement.
- 12.45.070 Duties of permittee.
- 12.45.080 Revocation.
- 12.45.090 Enforcement
- 12.45.100 Appeals.
- 12.45.110 Violations.

12.45.010 Definitions.

- (1) "City" means the City of Sedro-Woolley, Washington.
- (2) "Director" means the finance director of the City of Sedro-Woolley or designee.
- (3) "Film production" means the making of feature films, documentaries, television movies, series and commercials and commercial still photography which impedes the flow of traffic or pedestrians.
- (4) "Permit to film" means a permit as required by this chapter.
- (5) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.

12.45.020 Permit and filming agreement required.

- (1) Permit and filming agreement required. Any person seeking to engage in, participate in, aid, form or start any film production intended for commercial sale or distribution shall first obtain a permit under this chapter and execute a filming agreement with the City. Permit fees are charged on a daily basis.
- (3) No business license required. Applicants only operating business activities under permits issued pursuant to Chapter 12.45 SWMC shall not be required to obtain a business license.

12.45.030 Application contents and process – Fees. A person seeking a filming permit shall file a complete application with the finance department on the forms provided by the city.

- (1) Filing period. An application for a filming permit shall be filed with the finance department not less than 30 days before film production is to take place. Exemptions to the 30-day requirement may be made by the director, in limited circumstances, depending on the scope and impact of the intended project.
- (2) Multi-department review. The finance department shall transmit copies of the application to the city supervisor, director of public works, police chief, city engineer, building official and the fire chief for review.
- (3) Contents. The application for a permit to film shall set forth the following information:
 - (a) The project title, the name, permanent and local address and phone number of the production company seeking to conduct such film production;
 - (b) The name, address and phone number of the authorized and responsible person for the film production;

- (d) The name and phone numbers of the production manager, location manager and publicist for the project;
 - (e) The date(s) and times the preparation, filming and cleanup are to take place;
 - (f) The approximate number of persons and vehicles involved in the production;
 - (g) The exact locations to be used for filming, staging, and preparation;
 - (h) The type and nature of any firearms, dangerous materials, animals, special effects or low flying aircraft required for the project;
 - (i) A traffic control plan or pedestrian control plan, if necessary; and
 - (j) Any other information or documentation required by the director.
- (5) Certificate of Insurance. No permit to film shall be issued until the permittee files with the city clerk a certificate of insurance naming the City of Sedro-Woolley as an additional insured, and an endorsement for general liability in the amount acceptable to the City Attorney. The City of Sedro-Woolley, its corporate authorities, elected officials, officers, attorneys, employees and agents shall be made additional insured with respect to any and all claims which arise out of or are in any way related to the operations of the film production company while present in the city of Sedro-Woolley.
- (6) Fees. An application fee shall be paid at the time of filing the application for a permit to film. A deposit of the daily permit fee per the Master Fee Schedule adopted by resolution of the city council for the estimated time of filming and the estimated cost of services by City forces, if applicable, shall also be paid prior to issuance of the permit.

12.45.040 Standards for issuance. The director may issue a filming permit under the following conditions:

- (1) The conduct of the film production project will not substantially interrupt the safe and orderly movement of traffic and pedestrians within the City;
- (2) As determined by the director, the film production project may require City personnel as to properly assist as needed at location of filming;
- (3) The concentration of persons, animals, vehicles and equipment for operation of the film production project will not interfere with proper police and fire protection or ambulance and medical services within the City;

- (4) The proposed time, date and location of the film production project are reasonable, considering the health, safety and general welfare of all persons residing in, working in, or visiting the City; and
- (5) Any conditions required by the director due to the scope of the project will be implemented by the applicant.

12.45.050 Issuance or denial of permit.

- (1) The director shall review the recommendations of police, fire and development services departments and approve or deny the permit application subject to reasonable conditions of approval.
- (2) If the application is denied, the director shall provide the applicant a notice of such action stating the reasons for the permit denial, including the right to appeal the decision. Upon denial of a permit, an applicant may appeal to the City Council by filing a written notice of appeal for hearing by the City Council at its next meeting. Upon such appeal, the City Council may reverse, affirm, or modify the Director's determination.

12.45.060 Hold Harmless Agreement. The permittee shall indemnify and hold harmless the City of Sedro-Woolley, its officers, elected officials, agents, employees and volunteers from and against any and all claims, actions, suits, proceedings, costs, expenses (including attorney's fees), damages and liabilities claimed by any person, organization, association or otherwise arising from or relating to any act or omission of the permittee, its agents, contractors or employees under this agreement. The permittee further waives, with respect to the City of Sedro-Woolley only, its immunity under RCW Title 51, Industrial Insurance. The indemnification provided for in this permit shall survive any termination or expiration of this agreement. Failure of the permittee to comply with the terms of the City of Sedro-Woolley's permit as described may result in revocation of the permit.

12.45.070 Duties of permittee. A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

12.45.080 Revocation. The director shall have the authority to revoke a permit issued hereunder upon application of the standards for issuance as herein set forth, or for violation of any condition of such permit or violation of any law or ordinance.

12.45.090 Enforcement. The Sedro-Woolley Police Department shall have the administrative authority to implement and enforce this chapter.

12.45.100 Violations. Violations of this chapter shall constitute a civil offense and shall be governed by the procedures of Chapter 18.35 SWMC.

Section Two. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder or the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Three. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication.

PASSED by the City Council this _____ day of _____, 2021.

THE CITY OF SEDRO-WOOLLEY

By _____
Julia Johnson, Mayor

Dated: _____

Attest:

Christine Salseina, Deputy City Clerk

Approved as to Form:

Nikki Thompson, City Attorney

Published: _____