

Topic: Sedro-Woolley City Council

Join Zoom Meeting

<https://zoom.us/j/91786850179?pwd=Vys0Y29XaIZmQTRmemJBM2txVDIUQT09>

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)

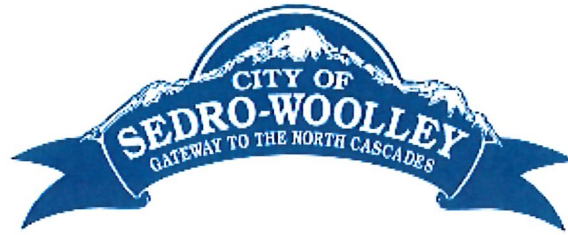
+1 929 205 6099 US (New York)

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

+1 312 626 6799 US (Chicago)

Meeting ID: 917 8685 0179

Passcode: 091845



Next Ord: 1981-21

Next Res: 1066-21

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

March 10, 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.....8-77**

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
- 2. Finance
 - Claim Checks #194852 to #194945 plus EFT's in the amount of \$726,584.16
 - Payroll Checks #60304 to #60317 plus EFT's in the amount of \$415,559.79
- 3. Lease Agreement with Sedro-Woolley Youth Football & Cheer
- 4. Resolution No. 1063-21 - Possible Surplus of Units
- 5. Surplus Resolution No. 1064-21 for Controlled Property
- 6. Reimbursement Resolution No. 1065-21
- 7. Council Chambers Audio Upgrade
- 8. Central Washington University - Paramedic Student Preceptorship
- 9. Out of State Travel/Training Request - Police Department

f. Introduction of Special Guests and Presentations

- 1. Sedro-Woolley Child Care Taskforce Presentation with Ian Faley, Boys & Girls Club Executive Vice President & Chief Development Officer

g. Staff Reports

h. Councilmember and Mayor's Reports

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

j. Public Comments.....78

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

k. Public Hearing(s) (none scheduled as of the date of this agenda)

- l. Unfinished Business**
 - 1. Proposed Comprehensive Plan Amendments - 2021 Docket (*2nd reading*).....79
- m. New Business**
 - 1. Ordinance No. 1980-21 - Animal Code Updates.....80-100
 - 2. Solid Waste Recycling Program Review and Recommendation.....101-107
- n. Information Only Items**
 - 1. Fire Department Monthly Incident Data - February 2021.....108
- o. Good of the Order**
- p. Executive Session** (*none scheduled as of the date of this agenda*)
- q. Adjournment**

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

Next Meeting(s)

March 24, 2021	Council Meeting	6:00 PM	Council Chambers Via Zoom
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**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

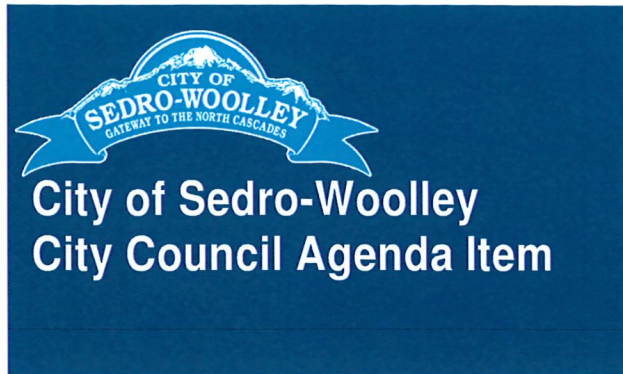
1. City Council Committees consist of three Council members one of whom is the committee chair. The Mayor may attend and participate in all Committee meetings.
2. No member of the City Council may serve on more than three Committees.
3. Council Committees will meet at least quarterly.
4. Council Committees 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.



Agenda Item No. a-e

Date: March 10, 2021

Subject: Call to Order; Pledge of Allegiance; Roll Call;
Approval of Agenda; Consent Agenda;

TO: Mayor and City Council

FROM: Doug Merriman, City Supervisor

- a. CALL TO ORDER - The Mayor will call the March 10, 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.

MAR 10 2021

6:00 P.M. COUNCIL CHAMBER
AGENDA NO. 2-1

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
February 24, 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: Glenn Allen, Brendan McGoffin, Karl de Jong, Chuck Owen, JoEllen Kesti, Brenda Kinzer, and Kevin Loy. Staff: Public Works Director Mark Freiburger, Police Chief Lin Tucker, IT Director Bill Chambers, Fire Chief Dean Klinger, IT Specialist Glen Gardner, City Supervisor/Finance Director Doug Merriman, Finance Manager Jill Scott, Planning Director John Coleman, City Attorney Nikki Thompson, County Commissioner Lisa Janicki and Recorder Trina Wolf.

Approval of Agenda

Mayor Johnson requested motion to approve the agenda.

Councilmember McGoffin moved to approve the agenda. Seconded by Councilmember Allen. Motion carried (7-0).

Consent Agenda

1. Minutes from Previous Meeting (Including February 3, 2021 Study Session)
2. Finance - Claim Checks #194766 to #194851 plus EFT's in the amount of \$222,149.41 - Payroll Checks #60294 to #60303 plus EFT's in the amount of \$316,350.11
3. Wooden Picnic Table Surplus (Resolution No. 1062-21)
4. Ratification and Confirmation - Emergency Declaration for Emergency Roof Repair Services – Axiom - Division 7 Inc.
5. Central Skagit Library Interlocal Agreement for Maintenance

Councilmember Kinzer moved to approve the consent agenda items 1 thru 5. Councilmember Owen seconded. Motion carried (7-0).

Staff Reports

Fire Chief Dean Klinger – closed 2018 FEMA Grant. Submitted Monday and Tuesday notified we were approved and the check is in the mail. Haven't heard anything about Phase 3 yet.

Police Chief Tucker – last of Police Dept staff received 2nd dose of vaccine. Officer McGaughey finishes up training next week. A few more after that. Officer Cates is headed to military deployment. Social Media will have full video of the 8-10 people doing the Polar Plunge up at Fire Station 2. Swearing in of three new officers will happen in about a month.

Planning Director John Coleman – planning commission met last week about the electronic reader boards in the central business district. Held first of two periodic updates to the Shoreline Master Program. Next week will be a joint meeting with planning commission and city council during the city council work session to go over the 2021 Comprehensive Plan Update Cycle.

Director of Public Works Mark Freiburger – ADA Transition Plan is getting close to final draft. Should have a first read on April 14th. Hwy20/SR9 Township project is moving along. The BNSF undercrossing details worked out but have not received the contract yet. Eastern Ave will have an overlay applied and ADA ramps done as part of streets project. Crew is removing old BNSF tracks near new library and going to grade it out and put some topsoil on and seed it. We were asked to put in LED stop sign at Township/Jameson intersection to help control traffic and that is quite affordable and looks to be a good addition there.

IT Director Bill Chambers – Still working on outfitting city vehicles. Reviewing AV upgrade to Council Chambers, new leased copiers for Finance and BPE arrive next Tuesday.

Finance Manager Jill Scott – continuing to work on 2020 wrap-up, Mark Roberts is set to arrive soon and we are working with IT and other departments to be sure he is set up to start working.

City Attorney Nikki Thompson -- working on new ordinances and PSE renewal, but nothing much of interest tonight.

City Supervisor Doug Merriman – public records training is needed for more in-depth record policies. Leadership training for managerial staff would be a good idea to brush up on for the staff. Coming up soon we will be doing performance evaluations and getting input from staff. Personnel policy manual is being revised from the current version that was written in 1990. Tony Niskanen has given notice to leave his position. Mark Freiburger has been working with Legislative representatives and want to thank Mark for representing the city so well. Mark Roberts coming up from National City, CA and has a start date tentatively of March 1st. Library project has substantial project completion list signed off on. Down to the final things to finish up with the contractors. We are now working with Jean on the moving process. USDA reports and year end reports with end of the year getting wrapped up.

Councilmember and Mayor's Reports

Councilmember Kevin Loy – nothing to say

Councilmember Glen Allen – asked if there really is a problem at Jameson and Township? Public Works Director Mark Freiburger ---4000 vehicles a day on Jameson. Several people have noted accidents and running of stop sign. Cost of the sign is minimal for the improvement of traffic control.

Councilmember McGoffin – no report tonight

Councilmember Karl de Jong – lots of wind lately. Good to hear about the intersection at Jameson and Township.

Councilmember Chuck Owen – nothing tonight

Councilmember JoEllen Kesti -- had a utilities commission meeting tonight with Mark Freiburger.

Public Works Director Mark Freiburger —discussed timing of fees of collection at time of permitting. Looking at possibly moving Impact fee payment timing would come to full review before Council before being implemented.

Councilmember Kinzer – Email from constituent. Advised them to bring to council during the public comments. Email regarding neighborhood around Nelson and Rita streets was read anonymously by Councilmember Kinzer. Discussion followed regarding speeding and possible installation of speed bumps in the area.

Mayor Johnson -- Have been meeting with legislators. Ongoing conversations with Senator Wagner about bills that need some support in legislature. Council retreat will be in April. Skagit Public Health COVID-19 test sites will close after March 12th. There are other testing sites available within the community and a full listing of those sites are listed at the Skagit County Health Department's website.

Public Comments

6:51 P.M.—open to public comments

6:52 P.M. – closed to public comments

Unfinished Business

Planning Director John Coleman ---council was concerned about garage doors in CBD....and consensus was that was not a good thing and business did not get design review application ahead of time to do that modification. A moratorium was discussed at last council meeting. However, design review standards are in place to prevent modifications like that. Based on that information, there is no need for a moratorium on design standards. Education is needed for the Central Business District to inform that there is a need to have any modifications to the exterior of the buildings in the CBD. Will educate staff as well to what is required and acceptable when businesses come in for a design review and the standards applied to the CBD.

Discussion followed regarding what the vision for the CBD should look like and what it means to maintain the historical feel of the city. There were also concerns about balancing the needs of business owners to protect their investments and still maintain the historical feel of the Central Business District.

Mayor Johnson asked for motion for moratorium. Councilmember Brenda Kinzer made a motion to move forward with the moratorium. Hearing no second, the motion is dead.

Planning Director John Coleman -- Amendments to CBD Parking Regulations (2nd read) Is a proposed ordinance for making more parking in the CBD. Planning commission recommends amending parking regulations for mixed use buildings/businesses in the Central Business District with retail below and living spaces above. Now have a 2 tiered system for new development and does not affect existing businesses downtown. Discussion followed regarding why the regulations pertain to only new development and not the existing buildings if they were to renovate existing buildings to have residential units over the businesses.

Councilmember Owen makes a motion to adopt 1979-21, seconded by Councilmember de Jong. Motion carried 0-7.

Public Works Director Mark Freiburger – (First Read) This is a Interlocal Cooperative Agreement between the city and the county. Asking to authorize the Mayor to execute the proposed ILA to put a pedestrian crossing at Cook and Prospect from the sub-divisions to the north to get to the Janicki Playfields. Traffic is in the area of 16, 000 vehicles per day and requires signaling due to the high volume of the traffic in that area. Discussion and questions followed regarding the need for signal vs just a cross-walk as well as defining the area where the crosswalk would be placed.

Councilmember McGoffin makes a motion in regards to the seconded by Councilmember Kesti. Motion carried (7-0).

Good of the Order

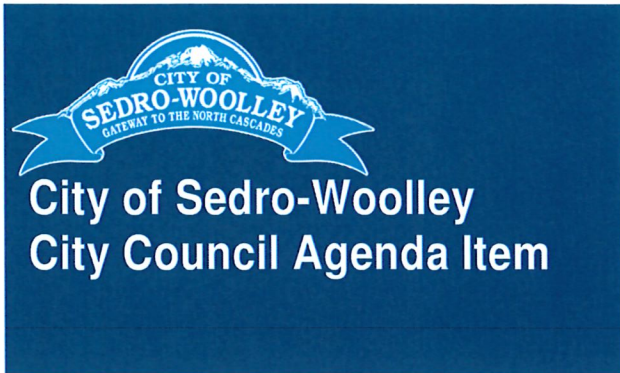
Mayor Johnson stated that Mayor Sexton in Burlington was interested in seeing if the council would like to put some of the funds toward the shelter they are building This will be 45 different units off of Pease Rd to create housing for those who are homeless. This will be brought to council at a future date.

Adjournment

The meeting adjourned at 7:44 P.M.

ATTEST:

APPROVED:



Agenda Item No. e-2

Date: March 10, 2021

Subject: Finance - Claims

TO: Mayor and City Council
FROM: Jill Scott, Finance Manager

Attached you will find the Claim Checks register proposed for payment for the period ending March 10, 2021.

Motion to approve Claim Checks #194852 to #194945 plus EFT's in the amount of \$726,584.16.

Motion to approve Payroll Checks #60304 to #60317 plus EFT's in the amount of \$415,559.79.

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: 13:52:13 Date: 02/12/2021

02/12/2021 To: 02/12/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1617	02/12/2021	Claims	2	EFT	WA St Dept Of Prof Licen	240.00	
			001 - 521 20 41 040 - Intergov Svc-Gun Permits			240.00	
			001 Current Expense Fund			240.00	
						240.00	Claims: 240.00

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: 11:11:04 Date: 03/04/2021

02/17/2021 To: 02/23/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1503	02/22/2021	Claims	2	194852	Columbia Ford	38,376.85	
			501 - 594 35 64 501 - Equip & Vehicles - Sewer			38,376.85	
1504	02/22/2021	Claims	2	194853	EWB Properties LLC	2,215.00	
			104 - 595 10 63 076 - Eng-SR20/SR9-Township Int Im			2,215.00	
			104 Arterial Street Fund			2,215.00	
			501 Equipment Replacement Fund			38,376.85	
						<u>40,591.85</u>	Claims: 40,591.85

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: 11:12:48 Date: 03/04/2021

02/25/2021 To: 03/02/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1570	02/25/2021	Claims	2	EFT	WA State Dept Of Revenue	18,545.37	2021-01 REMIT
		001 - 521 20 41 001 - Professional Services				121.38	
		001 - 522 21 31 000 - Operating Supplies - Medical				2.25	
		425 - 531 50 44 000 - Taxes & Assessments				1,169.08	
		401 - 535 80 44 010 - Taxes & Assessments				7,014.90	
		102 - 536 20 44 010 - Taxes And Assessments				151.41	
		106 - 536 30 44 010 - Taxes and Assessments				8.75	
		412 - 537 80 44 001 - Taxes & Assessments				10,005.27	
		101 - 576 80 44 010 - Taxes And Assessments				8.58	
		102 - 589 30 11 102 - Sales Tax Remittance				63.75	
		001 Current Expense Fund				123.63	
		101 Parks & Facilities Fund				8.58	
		102 Cemetery Fund				215.16	
		106 Cemetery Endowment Fund				8.75	
		401 Sewer Operations Fund				7,014.90	
		412 Solid Waste Operations Fund				10,005.27	
		425 Stormwater Operations				1,169.08	
						18,545.37	Claims: 18,545.37

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: 13:42:12 Date: 03/10/2021

03/10/2021 To: 03/10/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1809	03/10/2021	Claims	2	194854	A Clean Carpet Company	784.60	
					101 - 576 80 48 500 - Contracted Heavy Duty Cleanir	300.00	
					101 - 576 80 48 500 - Contracted Heavy Duty Cleanir	484.60	
1810	03/10/2021	Claims	2	194855	A-1 Mobile Lock & Key	558.78	
					001 - 522 50 48 020 - Repair/Maint-Garage	292.95	
					101 - 576 80 48 009 - Hammer Square	265.83	
1811	03/10/2021	Claims	2	194856	All-Phase Electric Supply Co.	38.84	
					103 - 542 30 31 000 - Operating Supplies	38.84	
1812	03/10/2021	Claims	2	194857	Assoc Petroleum Products	3,177.07	
					001 - 518 20 32 000 - Auto Fuel	58.82	
					425 - 531 50 32 000 - Vehicle Fuel	76.85	
					401 - 535 80 32 000 - Auto Fuel/Diesel	183.16	
					102 - 536 20 32 001 - Propane	73.33	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,149.84	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,513.50	
					103 - 542 30 32 000 - Auto Fuel/Diesel	121.57	
1813	03/10/2021	Claims	2	194858	Axon Enterprise, Inc.	375.00	
					001 - 521 40 49 000 - Tuition/Registration	375.00	
1814	03/10/2021	Claims	2	194859	Beaver Lake Quarry	597.33	
					103 - 542 30 48 002 - Crushed Aggregate	597.33	
1815	03/10/2021	Claims	2	194860	Bio Bug Pest Management	162.76	
					101 - 576 80 48 001 - Riverfront	70.53	
					101 - 576 80 48 005 - Senior Center	92.23	
1816	03/10/2021	Claims	2	194861	Board For Volunteer Firefighters	2,340.00	
					001 - 522 20 23 002 - Pension-Volunteer Firemen	2,340.00	
1817	03/10/2021	Claims	2	194862	Bonner Electrical Contracting LLC	2,496.87	
					101 - 576 80 48 004 - Community Center	496.87	
					101 - 576 80 48 020 - Resource Conservation	2,000.00	
1818	03/10/2021	Claims	2	194863	Boulder Park Inc	11,059.37	
					401 - 535 80 35 020 - Solids Handling	11,059.37	
1819	03/10/2021	Claims	2	194864	Brim Tractor Company Inc	779.69	
					425 - 531 50 48 000 - Repairs/Maintenance	779.69	
1820	03/10/2021	Claims	2	194865	Brown & Caldwell	1,513.36	
					401 - 594 35 63 000 - Engineering Services	1,513.36	
1821	03/10/2021	Claims	2	194866	Bruce G Lisser, DBA	437.50	
					104 - 595 10 63 044 - Eng-Wicker Rd Overlay	437.50	
1822	03/10/2021	Claims	2	194867	Carl's Towing	199.64	
					001 - 521 20 41 001 - Professional Services	199.64	
1823	03/10/2021	Claims	2	194868	Carletti Architects Ps	3,240.00	
					505 - 594 48 60 000 - Eng - PW Building	3,240.00	
1824	03/10/2021	Claims	2	194869	Robert Castilleja	92.00	
					412 - 537 80 31 000 - Operating Supplies	92.00	
1825	03/10/2021	Claims	2	194870	Cities Insurance Assoc	647.86	
					401 - 535 80 46 000 - Insurance	647.86	
1826	03/10/2021	Claims	2	194871	Code Publishing LLC	947.34	
					001 - 511 30 34 000 - Code Book	947.34	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:42:12 Date: 03/10/2021

03/10/2021 To: 03/10/2021

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1827	03/10/2021	Claims	2	194872	E & E Lumber	569.64	
					001 - 521 20 48 000 - Repairs & Maintenance	103.06	
					001 - 521 20 48 000 - Repairs & Maintenance	54.67	
					412 - 537 80 31 000 - Operating Supplies	26.02	
					412 - 537 80 31 000 - Operating Supplies	14.57	
					103 - 542 30 31 000 - Operating Supplies	61.43	
					103 - 542 61 48 001 - Sidewalk Replacement Partners	46.58	
					101 - 576 80 31 001 - Operating Sup - Riverfront	27.58	
					101 - 576 80 31 001 - Operating Sup - Riverfront	46.35	
					101 - 576 80 31 007 - Operating Sup - Library	14.57	
					101 - 576 80 35 000 - Small Tools & Minor Equip	97.75	
					101 - 576 80 35 010 - Safety Equipment	5.38	
					101 - 576 80 48 004 - Community Center	31.53	
					101 - 576 80 48 016 - City Hall	40.15	
1828	03/10/2021	Claims	2	194873	Edge Analytical Inc	527.00	
					401 - 535 80 41 000 - Professional Services	165.00	
					401 - 535 80 41 000 - Professional Services	149.00	
					401 - 535 80 41 000 - Professional Services	213.00	
1829	03/10/2021	Claims	2	194874	Enterprise Office Systems, Inc.	93.29	
					001 - 514 23 31 000 - Supplies	93.29	
1830	03/10/2021	Claims	2	194875	Ewing Burlington	122.23	
					101 - 576 80 48 013 - Tesarik Park	122.23	
1831	03/10/2021	Claims	2	194876	Fastenal Company	192.50	
					412 - 537 80 31 000 - Operating Supplies	23.22	
					412 - 537 80 31 000 - Operating Supplies	6.15	
					412 - 537 80 31 000 - Operating Supplies	51.82	
					412 - 537 80 31 000 - Operating Supplies	21.03	
					103 - 542 30 31 000 - Operating Supplies	4.56	
					103 - 542 30 35 010 - Safety Equipment	85.72	
1832	03/10/2021	Claims	2	194877	Federal Certified Hearing	90.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	90.00	
1833	03/10/2021	Claims	2	194878	Fisher Construction Group LLC	23,760.79	
					104 - 595 30 63 042 - Const - Jameson Art Overlay	23,760.79	
1834	03/10/2021	Claims	2	194879	Grainger Parts	1,176.58	
					401 - 535 50 48 020 - Maint Of Pumping Equip	1,176.58	
1835	03/10/2021	Claims	2	194880	Health Care Authority	67,245.71	
					001 - 332 93 40 000 - GEMT Payment Program - Mec	-67,245.71	
1836	03/10/2021	Claims	2	194881	Glenn Hoff	135.50	
					001 - 515 93 41 001 - Indigent Defense Conflict Cour	135.50	
1837	03/10/2021	Claims	2	194882	Home Depot Credit Services	855.70	
					101 - 576 80 35 000 - Small Tools & Minor Equip	460.04	
					101 - 576 80 48 005 - Senior Center	108.37	
					101 - 594 76 31 000 - Buildings & Structures	135.55	
					101 - 594 76 31 000 - Buildings & Structures	8.25	
					101 - 594 76 31 000 - Buildings & Structures	143.49	
1838	03/10/2021	Claims	2	194883	Humane Society Of Skagit	223.00	
					001 - 521 20 41 021 - Humane Society	37.00	
					001 - 521 20 41 021 - Humane Society	186.00	
1839	03/10/2021	Claims	2	194884	ICONIX Waterworks (US) Inc	50.59	
					401 - 535 50 48 050 - Maint Of General Equip	50.59	
1840	03/10/2021	Claims	2	194885	Image 360	740.66	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					101 - 576 80 48 002 - RV Park	740.66	
1841	03/10/2021	Claims	2	194886	Keithly Barber Associates	5,106.38	
					305 - 594 72 63 003 - Capital Expenditures/Expenses	5,106.38	
1842	03/10/2021	Claims	2	194887	L N Curtis & Sons	530.17	
					001 - 521 20 26 000 - Uniforms/Accessories	131.14	
					001 - 522 20 31 000 - Operating Supplies	399.03	
1843	03/10/2021	Claims	2	194888	Les Schwab Tire Center	1,232.72	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	1,232.72	
1844	03/10/2021	Claims	2	194889	Lexipol, LLC	8,979.40	
					001 - 521 20 41 001 - Professional Services	8,979.40	
1845	03/10/2021	Claims	2	194890	Lithtex NW	310.87	
					001 - 522 21 31 010 - Office Supplies	310.87	
1846	03/10/2021	Claims	2	194891	Loggers And Contractors	117.18	
					103 - 542 30 31 000 - Operating Supplies	117.18	
1847	03/10/2021	Claims	2	194892	Derick Lowe	696.00	
					001 - 521 40 43 000 - Travel	406.00	
					001 - 521 40 43 000 - Travel	290.00	
1848	03/10/2021	Claims	2	194893	MPH Industries, Inc	1,420.24	
					001 - 594 21 64 000 - Machinery & Equipment	1,420.24	
1849	03/10/2021	Claims	2	194894	William R McCann	800.00	
					001 - 515 93 41 000 - Indigent Defender	800.00	
1850	03/10/2021	Claims	2	194895	McKesson Medical Surgical	716.22	
					001 - 522 21 31 000 - Operating Supplies - Medical	16.96	
					001 - 522 21 31 000 - Operating Supplies - Medical	683.62	
					001 - 522 21 31 000 - Operating Supplies - Medical	15.64	
1851	03/10/2021	Claims	2	194896	McLoughlin & Eardley Corp	1,945.73	
					401 - 535 50 48 040 - Maintenance Of Vehicles	348.64	
					501 - 594 22 64 501 - Vehicles - Fire	1,597.09	
1852	03/10/2021	Claims	2	194897	Municipal Emergency Services Inc	287,986.61	
					001 - 594 22 64 000 - Machinery & Equipment	277,142.64	
					001 - 594 22 64 000 - Machinery & Equipment	10,843.97	
1853	03/10/2021	Claims	2	194898	Nelson Petroleum	96.41	
					001 - 522 20 32 000 - Auto Fuel/Diesel	96.41	
1854	03/10/2021	Claims	2	194899	Northern Safety Co Inc	713.12	
					001 - 522 20 31 000 - Operating Supplies	713.12	
1855	03/10/2021	Claims	2	194900	Walter E Nelson Co. of Northern Washington	2,590.96	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	359.07	
					101 - 576 80 31 001 - Operating Sup - Riverfront	728.95	
					101 - 576 80 31 006 - Operating Sup - City Hall	80.83	
					101 - 576 80 48 021 - Equipment	1,422.11	
1856	03/10/2021	Claims	2	194901	Northwest Biosolids Mgmt	464.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	464.00	
1857	03/10/2021	Claims	2	194902	Oasys	1,077.09	
					001 - 514 23 45 000 - Operating Rentals/Leases	1,077.09	
1858	03/10/2021	Claims	2	194903	Office Depot Inc.	21.94	

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					001 - 524 20 31 000 - Off/Oper Supps & Books	7.31	
					001 - 558 60 31 000 - Supplies/Books	7.32	
					001 - 595 10 31 000 - Supplies	7.31	
1859	03/10/2021	Claims	2	194904	Oliver-Hammer Clothes	97.63	
					401 - 535 80 31 010 - Operating Supplies	97.63	
1860	03/10/2021	Claims	2	194905	PWW Media Inc.	490.00	
					001 - 514 23 49 031 - Misc-Tuition/Registration EMS	490.00	
1861	03/10/2021	Claims	2	194906	Performance Systems Integration LLC	3,008.58	
					001 - 522 50 49 050 - Fire/Theft Protection	546.33	
					401 - 535 50 48 000 - Maintenance Contracts	207.32	
					101 - 576 80 48 004 - Community Center	248.26	
					101 - 576 80 48 005 - Senior Center	300.02	
					101 - 576 80 48 015 - Library	156.44	
					101 - 576 80 48 016 - City Hall	1,550.21	
1862	03/10/2021	Claims	2	194907	Pitney Bowes Inc	1,169.85	
					001 - 514 23 45 000 - Operating Rentals/Leases	292.46	
					001 - 521 20 42 010 - Postage	292.46	
					001 - 522 20 42 010 - Postage	292.46	
					001 - 524 20 42 000 - Postage	97.49	
					001 - 558 60 42 010 - Postage	97.49	
					001 - 595 10 42 000 - Postage	97.49	
1863	03/10/2021	Claims	2	194908	Protech Automotive	1,165.60	
					001 - 518 20 48 000 - Repair & Maintenance	1,091.21	
					001 - 521 20 48 010 - Repair & Maint - Auto	74.39	
1864	03/10/2021	Claims	2	194909	Puget Sound Energy	29,933.56	
					001 - 521 20 47 000 - Public Utilities	34.46	
					001 - 521 20 47 000 - Public Utilities	116.85	
					001 - 522 50 47 000 - Public Utilities	133.11	
					425 - 531 50 47 000 - Public Utilities	167.02	
					425 - 531 50 47 000 - Public Utilities	39.03	
					401 - 535 80 47 000 - Public Utilities	98.10	
					401 - 535 80 47 000 - Public Utilities	348.60	
					401 - 535 80 47 000 - Public Utilities	107.94	
					401 - 535 80 47 000 - Public Utilities	92.78	
					401 - 535 80 47 000 - Public Utilities	71.84	
					401 - 535 80 47 000 - Public Utilities	167.02	
					401 - 535 80 47 000 - Public Utilities	129.83	
					401 - 535 80 47 000 - Public Utilities	189.98	
					401 - 535 80 47 000 - Public Utilities	11,551.02	
					401 - 535 80 47 000 - Public Utilities	248.70	
					102 - 536 20 47 000 - Public Utilities	79.10	
					412 - 537 80 47 000 - Public Utilities	288.45	
					103 - 542 63 47 000 - Public Utilities	71.88	
					103 - 542 63 47 000 - Public Utilities	90.91	
					103 - 542 63 47 000 - Public Utilities	220.25	
					103 - 542 63 47 000 - Public Utilities	77.77	
					103 - 542 63 47 000 - Public Utilities	9,903.68	
					103 - 542 63 47 000 - Public Utilities	160.69	
					101 - 576 80 47 000 - Riverfront	324.78	
					101 - 576 80 47 000 - Riverfront	224.59	
					101 - 576 80 47 000 - Riverfront	14.12	
					101 - 576 80 47 000 - Riverfront	11.05	
					101 - 576 80 47 010 - Community Center	317.35	
					101 - 576 80 47 020 - Senior Center	273.12	
					101 - 576 80 47 030 - Museum Apartments	35.11	

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					101 - 576 80 47 030 - Museum Apartments	7.97	
					101 - 576 80 47 030 - Museum Apartments	13.82	
					101 - 576 80 47 040 - Train	17.62	
					101 - 576 80 47 050 - Hammer Square	215.73	
					101 - 576 80 47 051 - Bingham / Memorial	46.07	
					101 - 576 80 47 051 - Bingham / Memorial	92.12	
					101 - 576 80 47 052 - Bingham Caretaker	171.11	
					101 - 576 80 47 053 - Other Utilities	11.05	
					101 - 576 80 47 053 - Other Utilities	13.68	
					101 - 576 80 47 070 - City Hall	2,401.27	
					305 - 594 72 63 003 - Capital Expenditures/Expenses	1,353.99	
1865	03/10/2021	Claims	2	194910	Pye-Barker Fire & Safety LLC	339.08	
					412 - 537 80 31 000 - Operating Supplies	339.08	
1866	03/10/2021	Claims	2	194911	Red's Mobile 24-Hour Truck & Equip Repai	984.17	
					425 - 531 50 48 000 - Repairs/Maintenance	453.79	
					412 - 537 50 48 000 - Repairs/maint-equip	530.38	
1867	03/10/2021	Claims	2	194912	Return Solutions, Inc.	90.00	
					001 - 522 21 31 000 - Operating Supplies - Medical	90.00	
1868	03/10/2021	Claims	2	194913	Ricoh USA Inc	3,679.45	
					001 - 518 80 49 000 - Software Maint & Support	3,679.45	
1869	03/10/2021	Claims	2	194914	SBA Structures, LLC	526.33	
					001 - 591 28 64 000 - Lease - SBA	263.16	
					401 - 591 28 64 010 - Lease - SBA	263.17	
1870	03/10/2021	Claims	2	194915	Sedro-Woolley Auto Parts Inc	1,253.83	
					001 - 521 20 48 010 - Repair & Maint - Auto	53.82	
					401 - 535 50 48 040 - Maintenance Of Vehicles	30.36	
					102 - 536 20 48 040 - Repair/Maint-Equip & Bldg	39.52	
					412 - 537 50 48 000 - Repairs/maint-equip	100.75	
					412 - 537 50 48 000 - Repairs/maint-equip	98.77	
					412 - 537 50 48 000 - Repairs/maint-equip	98.77	
					412 - 537 50 48 000 - Repairs/maint-equip	114.46	
					412 - 537 50 48 000 - Repairs/maint-equip	85.80	
					412 - 537 80 31 000 - Operating Supplies	9.96	
					412 - 537 80 31 000 - Operating Supplies	51.95	
					103 - 542 30 31 000 - Operating Supplies	174.83	
					103 - 542 30 31 000 - Operating Supplies	2.28	
					103 - 542 30 35 000 - Small Tools/Minor Equip	16.92	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	136.68	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	19.73	
					101 - 576 80 35 000 - Small Tools & Minor Equip	43.93	
					101 - 576 80 35 000 - Small Tools & Minor Equip	13.44	
					101 - 576 80 48 021 - Equipment	16.92	
					101 - 576 80 48 021 - Equipment	52.84	
					101 - 576 80 48 021 - Equipment	24.01	
					101 - 576 80 48 021 - Equipment	30.36	
					101 - 576 80 48 021 - Equipment	29.06	
					101 - 576 80 48 021 - Equipment	8.67	
1871	03/10/2021	Claims	2	194916	Sedro-Woolley Chamber Of	1,916.60	
					108 - 557 30 41 011 - Chamber Of Commerce	958.30	
					108 - 557 30 41 011 - Chamber Of Commerce	958.30	
1872	03/10/2021	Claims	2	194917	Sedro-Woolley Rotary Club	2,511.77	
					101 - 594 76 31 000 - Buildings & Structures	2,511.77	
1873	03/10/2021	Claims	2	194918	Sedro-Woolley Volunteer	18,140.00	

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					001 - 522 20 11 010 - Salaries-Volunteers	18,140.00	
1874	03/10/2021	Claims	2	194919	Shred IT USA	109.09	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 514 23 31 000 - Supplies	22.39	
					001 - 521 20 31 002 - Office/Operating Supplies	44.78	
					001 - 524 20 31 000 - Off/Oper Supps & Books	6.51	
					001 - 558 60 31 000 - Supplies/Books	6.51	
					001 - 595 10 31 000 - Supplies	6.51	
1875	03/10/2021	Claims	2	194920	Skagit Cnty Fire Chiefs Assoc	176.00	
					001 - 522 20 49 010 - Misc-Dues	176.00	
1876	03/10/2021	Claims	2	194921	Skagit Cnty Public Works	66,721.92	
					412 - 537 60 47 000 - Solid Waste Disposal	66,721.92	
1877	03/10/2021	Claims	2	194922	Skagit Cnty Treasurer	54,761.80	
					114 - 523 60 41 022 - Jail Sales Tax Pass Through 2/11	54,681.92	
					001 - 589 30 00 001 - Crime Victim & Witness	79.88	
1878	03/10/2021	Claims	2	194923	Skagit Farmers Supply	334.42	
					001 - 522 50 48 010 - Repairs/Maint-Dorm	19.51	
					401 - 535 80 31 010 - Operating Supplies	34.70	
					412 - 537 80 31 000 - Operating Supplies	39.01	
					103 - 542 30 35 000 - Small Tools/Minor Equip	37.68	
					101 - 576 80 31 001 - Operating Sup - Riverfront	16.21	
					101 - 576 80 31 001 - Operating Sup - Riverfront	27.07	
					101 - 576 80 35 000 - Small Tools & Minor Equip	43.38	
					101 - 576 80 35 000 - Small Tools & Minor Equip	41.21	
					101 - 576 80 48 006 - Memorial Park	6.60	
					101 - 576 80 48 021 - Equipment	69.05	
1879	03/10/2021	Claims	2	194924	Indust Pwr Sup Inc, dba Skagit Hydraulics Inc	109.59	
					412 - 537 50 48 000 - Repairs/maint-equip	109.59	
1880	03/10/2021	Claims	2	194925	Skagit Law Group, PLLC	65.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	65.00	
1881	03/10/2021	Claims	2	194926	Skagit Publishing	64.56	
					001 - 511 60 31 001 - Legal Publications	64.56	
1882	03/10/2021	Claims	2	194927	PNG Media LLC Skagit Valley Herald	72.85	
					001 - 524 20 31 000 - Off/Oper Supps & Books	24.28	
					001 - 558 60 31 000 - Supplies/Books	24.29	
					001 - 595 10 31 000 - Supplies	24.28	
1883	03/10/2021	Claims	2	194928	Springbrook Holding Company LLC	4,451.99	
					001 - 514 23 41 011 - Professional Services	178.08	
					425 - 531 50 41 000 - Professional Services	311.64	
					401 - 535 50 48 000 - Maintenance Contracts	2,982.83	
					412 - 537 80 41 000 - Professional Services	979.44	
1884	03/10/2021	Claims	2	194929	Streuli Public Affairs	4,000.00	
					001 - 513 10 41 000 - Negotiations	2,000.00	
					001 - 513 10 41 000 - Negotiations	2,000.00	
1885	03/10/2021	Claims	2	194930	Suburban Propane LP	48.83	
					103 - 542 30 31 010 - Operating Supplies-Propane	48.83	
1886	03/10/2021	Claims	2	194931	Thomas & Associates	1,189.00	
					305 - 572 20 46 001 - Insurance	1,189.00	

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1887	03/10/2021	Claims	2	194932	Treatment Equipment Co	709.63	
					401 - 535 80 31 010 - Operating Supplies	709.63	
1888	03/10/2021	Claims	2	194933	John Green, dba Trimline Design	2,084.88	
					501 - 594 21 64 501 - Vehicles - Police	2,084.88	
1889	03/10/2021	Claims	2	194934	USA Blue Book	130.65	
					401 - 594 35 64 001 - Portable Equipment	130.65	
1890	03/10/2021	Claims	2	194935	Uline	6,159.02	
					001 - 522 20 31 000 - Operating Supplies	326.12	
					412 - 537 80 31 000 - Operating Supplies	354.81	
					101 - 576 80 31 009 - Operating Sup - Bingham Park	92.04	
					101 - 576 80 31 009 - Operating Sup - Bingham Park	165.22	
					101 - 576 80 48 001 - Riverfront	386.04	
					101 - 594 76 61 000 - Riverfront Park	4,834.79	
1891	03/10/2021	Claims	2	194936	UniFirst Corp.	513.26	
					001 - 522 20 26 000 - Uniforms	254.61	
					001 - 522 20 26 000 - Uniforms	258.65	
1892	03/10/2021	Claims	2	194937	Valley Athletic Field Solns	3,222.45	
					101 - 576 80 48 001 - Riverfront	2,000.00	
					101 - 576 80 48 013 - Tesarik Park	1,222.45	
1893	03/10/2021	Claims	2	194938	Valley Auto Supply	30.42	
					103 - 542 30 31 000 - Operating Supplies	30.42	
1894	03/10/2021	Claims	2	194939	Verizon Wireless	4,427.53	
					001 - 511 60 31 000 - Supplies	41.99	
					001 - 513 10 42 020 - Telephone	148.65	
					001 - 514 23 42 020 - Telephone	82.00	
					001 - 518 80 42 020 - Telephone	122.01	
					001 - 521 20 42 020 - Telephone	841.75	
					001 - 521 20 42 020 - Telephone	1,033.32	
					001 - 522 20 42 020 - Telephone	400.68	
					001 - 522 20 42 020 - Telephone	155.98	
					001 - 524 20 42 020 - Telephone	106.66	
					401 - 535 80 42 030 - Cell Phones	476.03	
					102 - 536 20 42 020 - Telephone	66.65	
					412 - 537 80 42 025 - Cell Phones	293.93	
					103 - 542 30 42 020 - Telephone	249.96	
					001 - 558 60 42 020 - Telephone	82.00	
					101 - 576 80 42 020 - Telephone	241.94	
					001 - 595 10 42 025 - Cell Phones	83.98	
1895	03/10/2021	Claims	2	194940	WA St Dept Of Ecology	5,218.56	
					401 - 535 80 41 060 - DOE Discharge Permit	5,218.56	
1896	03/10/2021	Claims	2	194941	WA St Off Of Treasurer	4,582.49	
					001 - 586 00 00 000 - State Court Fees Remittance	4,582.49	
1897	03/10/2021	Claims	2	194942	Whatcom Electric Co. Inc.	481.86	
					001 - 518 20 48 000 - Repair & Maintenance	538.14	
					501 - 548 30 31 000 - Operating Supplies	-56.28	
1898	03/10/2021	Claims	2	194943	Woods Acquisition Corp	591.46	
					001 - 522 20 32 000 - Auto Fuel/Diesel	54.23	
					401 - 535 50 48 010 - Maintenance Of Lines	60.26	
					412 - 537 50 48 000 - Repairs/maint-equip	42.10	
					412 - 537 80 31 000 - Operating Supplies	63.11	
					103 - 542 30 31 000 - Operating Supplies	53.09	

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			103 - 542 30 32 000 - Auto Fuel/Diesel			112.58	
			103 - 542 30 35 010 - Safety Equipment			31.87	
			101 - 576 80 48 021 - Equipment			86.72	
			101 - 576 80 48 021 - Equipment			87.50	
1899	03/10/2021	Claims	2	194944	Ziply Fiber	846.11	
			001 - 512 50 42 020 - Telephone			50.77	
			001 - 513 10 42 020 - Telephone			76.15	
			001 - 514 23 42 020 - Telephone			76.15	
			001 - 515 31 42 001 - Telephone			33.84	
			001 - 518 80 42 020 - Telephone			25.38	
			001 - 521 20 42 020 - Telephone			253.85	
			001 - 522 20 42 020 - Telephone			93.07	
			001 - 524 20 42 020 - Telephone			25.38	
			401 - 535 80 42 020 - Telephone			67.69	
			412 - 537 80 42 020 - Telephone			33.84	
			103 - 542 30 42 020 - Telephone			8.46	
			001 - 558 60 42 020 - Telephone			25.38	
			101 - 576 80 42 020 - Telephone			16.92	
			001 - 595 10 42 020 - Telephone			59.23	
1900	03/10/2021	Claims	2	194945	Zoll Medical Corporation	760.88	
			001 - 522 21 31 000 - Operating Supplies - Medical			760.88	
			001 Current Expense Fund			416,682.99	
			101 Parks & Facilities Fund			26,437.48	
			102 Cemetery Fund			258.60	
			103 Street Fund			14,113.51	
			104 Arterial Street Fund			24,198.29	
			108 Lodging Tax Fund			1,916.60	
			114 Law Enforcement Sales Tax			54,681.92	
			305 Library Construction Fund			7,649.37	
			401 Sewer Operations Fund			39,320.20	
			412 Solid Waste Operations Fund			73,254.27	
			425 Stormwater Operations			1,828.02	
			501 Equipment Replacement Fund			3,625.69	
			505 Public Works Facility Fund			3,240.00	
						Claims:	667,206.94
			* Transaction Has Mixed Revenue And Expense Accounts			667,206.94	

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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

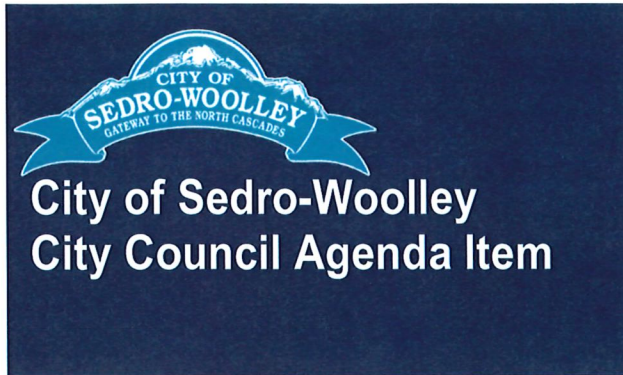
Date

Finance Committee Member

Date

Finance Committee Member

Date



Agenda Item No. e-3

Date: March 10th 2021

Subject: Lease Agreement with S-W Youth Football & Cheer

FROM: Nathan Salseina, Public Works Operations Division Supervisor

RECOMMENDED ACTION:

Staff recommends council approval of the attached Lease Agreement with Sedro-Woolley Youth Football & Cheer.

ISSUE:

Should the council approve the attached lease agreement with Sedro-Woolley Youth Football & Cheer?

BACKGROUND / SUMMARY INFORMATION:

Sedro-Woolley Youth Football & Cheer has leased a portion of the Union Cemetery Property Located off Fruitdale Rd since 2011. With approval of the council, the group developed at their own expense what has become known as Denny Engberg Memorial Field. The group has maintained the field at their own expense since then. The original 5-year lease was extended in by the city council in 2016, and is now set to expire on April 30th of this year. As open space for outdoor recreation becomes limited, Engberg Field has become an asset to the community, and is used by several hundred kids from throughout the Sedro-Woolley School District for youth programs.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

Lease Agreement :

LEASE AGREEMENT

This lease made and entered into this ____ day of _____, 2021 by and between the CITY OF SEDRO-WOOLLEY, a Washington municipal corporation, hereinafter referred to as "Lessor", and Sedro-Woolley Youth Football & Cheer, a nonprofit corporation, hereinafter referred to as "Lessee".

Whereas, Lessor owns certain real property described below and located within the city limits of the City of Sedro-Woolley, Washington; and

Whereas, Lessee is a nonprofit organization that operates a youth football and cheer program that provides and maintains facilities, equipment, uniforms, etc., for use by participating boys and girls, from public schools and the general public; and

Whereas, Lessor has the power and authority to (i) own and lease real property for municipal purposes under the provisions of RCW 35.23.440 (20) and RCW 35.23.452, and (ii) to provide and improve public parks under the provisions of RCW 35.23.440(43), and (iii) to provide for the general welfare under the provisions of RCW 35.23.440 (3); and

Whereas, Lessee is desires to lease from Lessor the real property described below for the purpose of providing additional facilities for the benefit of its programs and the general public; and

Whereas, Lessor plans to use this land for expansion of the City's cemetery, but has no current use for the real property described below and desires Lessee to provide said community youth and recreational opportunities and facilities in order to fulfill Lessor's municipal authority and obligation to provide the same.

NOW, THEREFORE, based upon the mutual benefits derived and to be derived herefrom, the parties agree as follows:

1. DESCRIPTION OF PROPERTY. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described real property, situated in Sedro-Woolley, Skagit County, Washington, to wit:

Legal description and map attached as Exhibit A

SUBJECT TO: Restrictions, easements, and reservations of record, if any, as of the date of signing of the lease.

RESERVING: A non-exclusive easement over and across the premises to provide ingress and egress to any and all such buildings and areas and other adjacent properties owned by Lessor.

2. CONDITION OF PREMISES. Lessee accepts the premises in their present condition and is not relying upon any covenants, warranties or representations of Lessor as to its condition or usability, except Lessor's right to grant a lease of the premises.

3. TERM. The lease shall be for a period of five (5) years beginning on the 1st day of May, 2021 and ending on the 30th day of April, 2026. This lease may be terminated by either party upon written notice of one hundred eighty (180) days to the other party.

4. RENTAL. The Parties agree and recognize that there is a public benefit created by this Agreement. Lessee provides athletic opportunities for youth within the City that the City itself is unable to provide. Lessee agrees to pay Lessor the sum of one dollar and 00/100 cents (\$1.00) per year for the leased premises, plus leasehold tax, if any, payable on or before the fifteenth day of April of each year this lease is in effect; and to keep the premises in mowed and maintained condition during the period of this lease.

5. HOLD HARMLESS PROVISIONS. LIABILITY AND INDEMNITY. The Lessor, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Lessee or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to the premises or related in any way to the Lessee's use of the premises or Lessee's performance under this lease, except to the extent of such damage caused by negligence of the Lessor. Lessee agrees to defend and hold and save the Lessor, its officers, employees and agents, harmless from any and all liability or expense (including expense of litigation) in connection with any such items of actual or alleged injury or damage. In addition, the Lessee shall, at its own expense, maintain throughout the term of this lease, proper liability insurance with a reputable insurance company or companies satisfactory to the Lessor in the minimum of \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate (and hereafter in such increased amounts to be comparable and consistent with the going or standard coverage in the area for comparable recreational activities), to indemnify both the Lessor and Lessee against any such liability or expense. The Lessor shall be named as one of the insured, and shall be furnished a copy of such policy or policies of insurance or certificate of such insurance coverage by the Lessee, or both, at the Lessor's election. Each certificate of insurance shall provide that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice of such cancellation having been first given to the Lessor.

6. USE AND TYPE OF ACTIVITY. It is understood and agreed that lessee intends to use the premises for the purpose of youth football and activities incidental and related thereto. It is further understood that the above activities are the only types of activity to be conducted upon the premises by the Lessee. Failure to perform the above type of activities or cessation of such activities or carrying on of other activities without first obtaining a lease modification with Lessor's written approval of such other activities shall constitute a default by Lessee of this lease.

The leased premises shall be open and available for use by the general public in a manner and at such times that are not inconsistent with the use contemplated herein by Lessee. Use of the leased premises by Lessee and the general public shall comply with all the ordinances, rules and regulations of the Lessor.

7. CONSTRUCTION OF IMPROVEMENTS. Lessee will not construct any improvements upon the premises without the prior consent of the Lessor. Lessor consents to re-grading and planting of field and the addition of goal posts.

8. DISPOSITION OF IMPROVEMENTS AT END OF LEASE. Lessee shall have the right to remove all equipment, personal property and improvements which may have been placed upon the premises by Lessee during the period of this lease, provided that the same are removed upon conclusion of the lease and that the lease is in good standing. Any such equipment, personal property and improvements not removed from the premises by the conclusion of the lease shall revert to Lessor. If Lessee does not remove all equipment, personal property and improvements which have been placed on the premises by Lessee during the period of this lease and Lessor wants the property removed, then same shall be removed and stored at Lessee's expense and Lessor shall recover any costs and expenses from the Lessee resulting from the removal. Following removal of said described property, the premises shall then be restored by Lessee to their condition existing at the commencement of the lease or to a condition satisfactory to Lessor, prior to termination of the lease, normal depreciation, loss by unavoidable fire or unavoidable casualty excepted.

9. LESSEE WILL OBTAIN PERMITS. Lessee agrees to obtain and comply with all necessary permits for the operation and conduct of Lessee's business. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all costs incurred by the City of Sedro-Woolley, including actual attorney's fees, occasioned by Lessee failing to obtain and/or comply with such permits. Lessee agrees to hold the Lessor harmless from any liability and to fully reimburse expenses of the Lessor for Lessee's failure to obtain and/or fully comply with any necessary permit.

10. MAINTENANCE OF FACILITIES. Lessee shall be responsible for all maintenance and/or repair of the leased premises and all improvements thereon. The premises shall be maintained in such condition so as not to create a hazard nor be unsightly, and shall at all times conform to existing laws.

11. UTILITIES. Lessee agrees to pay for all public utilities which shall be used in or charged against the premises, and to hold the Lessor harmless from such charges.

12. ADVERTISING AND SIGNS. No signs or other advertising matter, symbols, canopies or awnings shall be installed, attached to or painted on the premises without the prior consent of the Lessor.

13. LIENS AND INSOLVENCY. Lessee shall keep the leased premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at Lessor's option.

14. TAXES. Lessee shall be liable for, and shall pay throughout the term of this lease, all license fees and excise taxes payable for, or on account of, the activities conducted on the premises and all taxes on the property of Lessee on the premises and any taxes on the premises and/or on the leasehold interest created by this lease and/or any taxes levied in lieu of a tax on said leasehold interest and/or any taxes levied on, or measured by, the rental payable hereunder, whether imposed on Lessee or on the Lessor. With respect to any such taxes payable by the Lessor which are on or measured by the rent payments hereunder, Lessee

shall pay to the Lessor with each rent payment an amount equal to the tax on, or measured by, that particular payment. All other tax amounts for which the Lessor is or will be entitled to reimbursement from Lessee shall be payable by Lessee to the Lessor at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Lessee shall be entitled to a minimum of ten (10) days written notice of the amounts payable by it.

15. **LAWS AND REGULATIONS.** The Lessee agrees to conform to and abide by all lawful rules, codes, laws and regulations of the United States, the State of Washington, and any municipality or agency of any of said entities, including rules and regulations of Lessor, where applicable to the Lessee's use and operation of said premises, including the construction of any improvements thereon, and not to permit said premises to be used in violation of any said rules, codes, laws or regulations. Lessee specifically agrees to abide by any and all athletic safety protocols put in place by any league or parent organization of which it is a member. This includes, but is not limited to, concussion protocols.

16. **ALTERATIONS.** Lessee shall not make alterations to the leased premises without first obtaining the consent of the Lessor.

17. **COMMIT NO WASTE.** Lessee agrees not to allow conditions of waste and refuse to exist on the premises and to keep the premises in a neat, clean, and orderly condition and to be responsible for all damages caused by the premises by Lessee, its agents or any third party.

18. **COSTS AND ATTORNEYS' FEES.** In the event it is necessary for either party herein to bring an action to enforce the terms, conditions or covenants of this lease, then the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements.

19. **EQUAL OPPORTUNITY.** Lessee agrees that in the conduct of activities on the premises it will be an equal opportunity employer in accordance with Titles 6 and 9 of the 1964 Civil Rights Act, as amended.

20. **NON-DISCRIMINATION.** Lessee agrees to conduct activities in such a manner as not to discriminate against participants, parents, volunteers, employees, or applicant for employment, on the basis of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap, or any other status protected by State or Federal law.

21. **BACKGROUND CHECKS.** Lessee agrees that all of its employees and volunteers shall be subject to, and will undergo, a background check pursuant to RCW 43.43.830 prior to commencing contact with youth participants.

22. **TERMINATION.** Upon termination of this lease or any extension thereof, whether by expiration of the stated term or sooner termination thereon as herein provided, Lessee shall surrender to Lessor said premises peaceably and quietly and in the condition required under paragraph 10 herein.

23. **DEFAULT AND RE-ENTRY.** Time is of the essence of this agreement. (i) If (a) any rent or other payment due from Lessee hereunder remains unpaid for more than ten (10) days after the date it is due; (b) Lessee files a voluntary petition in bankruptcy or makes a general

assignment to the benefit of, or a general arrangement with, creditors; (c) there is an involuntary bankruptcy filed against Lessee that has not been dismissed within thirty (30) days of filing; (d) Lessee becomes insolvent; or (e) a receiver, trustee, or liquidating officer is appointed for Lessee's business; or (ii) If Lessee violates or breaches any of the other covenants, agreements, stipulations or conditions herein, and such violation or breach shall continue for a period of thirty (30) days after written notice of such violation or breach is sent to Lessee, then Lessor may at its option, declare this lease forfeited and the term hereof ended, or without terminating this lease elect to re-enter and attempt to relet, in which event Lessee authorizes Lessor to relet the premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion deems advisable. Upon each such reletting, all rentals received by Lessor from such reletting shall be applied, first, to the payment of any amounts other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and renovation, including brokerage fees and attorneys' fees; third, to the payment of rent due and unpaid hereunder, and the residue, if any shall be held by Lessor and applied to payment of future rent as the same may become due and payable hereunder. If rental received from such reletting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor, and Lessee covenants and agrees to pay Lessor for all other expenses resulting from its default, including, but not limited to, brokerage commissions, attorneys fees and the reasonable cost of converting the premises for the benefit of the next Lessee. Delinquent rental and other payments shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. In the event of any default hereunder and entry in, or taking possession of, the premises, Lessor shall have the right, but not the obligation, to remove from the premises all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, with the proceeds of such sale to be applied to the cost of such sale and to the payment of charges for storage, and to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof.

24. ASSIGNMENT AND SUBLEASE. Lessee shall not, by operation of law or otherwise, assign or sublet any portion of the lease premises.

25. LESSOR'S RIGHT TO ENTER PREMISES. Lessor and/or its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes:

- a. To determine whether or not the premises are in good condition or whether the Lessee is complying with its obligations under this lease;
- b. To do any necessary maintenance and to make any restoration to the premises that the Lessor has the right or obligation to perform;
- c. To post "For Rent" or "For Lease" signs during any period that the Lessee is in default;
- d. To repair, maintain or improve the premises; and
- e. To do any other act or thing necessary for the safety or preservation of the premises.

Lessor shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the Lessor's entry onto the premises as provided in this paragraph. Lessor shall conduct its activities on the premises as provided herein in a manner that will cause the least inconvenience, annoyance or disturbance to the Lessee.

26. RIGHT OF QUIET ENJOYMENT. Lessor acknowledges that it has ownership of the premises heretofore described and that it has the legal authority to lease said premises unto Lessee. Lessor covenants that Lessee's right of occupancy shall not be disturbed during the term of this lease so long as the terms are complied with by Lessee and subject to the provisions of paragraph 23.

27. TIME IS OF THE ESSENCE. It is mutually agreed and understood that time is of the essence of this lease and that a waiver of any default of Lessee shall not be construed as a waiver of any subsequent default, and that any notice required to be given under this lease may be given by United States Mail addressed to the party identified in paragraph 30 of this lease.

28. WAIVER OF SUBROGATION. Lessor hereby releases Lessee from any and all right, claim and demand that Lessor may hereafter have against Lessor, or Lessee's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Lessee arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and sustained by Lessor in or around the premises. Lessee hereby releases Lessor from any and all right, claim and demand that Lessee may hereafter have against Lessee or Lessee's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtained from the insurance carriers concerned.

29. NOTICES. All notices or payment hereunder may be delivered or mailed. If mailed, they should be sent to the following respective addresses:

LESSOR:

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

LESSEE:

Sedro-Woolley Youth Football & Cheer
826 Metcalf St PMB #43
Sedro-Woolley, WA 98284

30. LESSEE'S FIRE INSURANCE COVERAGE. Lessee shall at Lessee's expense maintain on all of Lessee's personal property and leasehold improvements and alterations on the premises, a policy of standard fire insurance, with extended coverage in the amount of their replacement value.

Dated this ____ day of _____, 2021.

Sedro-Woolley Youth Football & Cheer

By: _____

City of Sedro-Woolley, a Washington
Municipal Corporation

By: _____

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me _____ to me known to be the _____ of the Sedro-Woolley Youth Football & Cheer described herein, and who executed the within and foregoing instrument on behalf of said nonprofit corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2021.

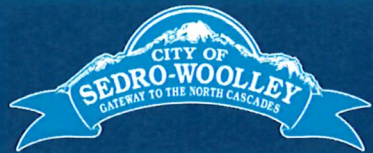
Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____
Print Name: _____

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me _____ to me known to be the _____ of the City of Sedro-Woolley described herein, and who executed the within and foregoing instrument on behalf of said municipal corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____,
2021.

Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____
Print Name: _____



City of Sedro-Woolley Council Meeting Agenda Item

Agenda Item No. e-4

Date: March 10, 2021

Subject: Possible Surplus of Units

Consent Calendar

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

RECOMMENDED ACTION:

Authorize Mayor Johnson to declare as surplus the attached list under Resolution 1063-21 and offer the items for sale to the highest bidder(s).

ISSUE:

Shall City Council authorize Mayor Johnson to declare as surplus Unit 15 1B7JE26Y1M5310389 1990 Dodge Ram 250, Unit 242 2FAFP71W97X105848 2007 Crown Vic, Unit 421 R1703399 1986 Yard Goat from (WWTP department), Unit 505 1FDYH80V1GVA04905 1986 Ford chassis with chain hoist, Unit 509 Chassis VCHC6BEX5H201390 Body WFL40YD66163 2005 auto car garbage truck, Unit 517 1FTZR15U7WPA72795 1998 Ford Ranger, Unit 602 658626 Gorman Rupp towable 6-inch pump model # 1602-5034, Line laser paint striper unknown Model GM 3500, Large cooling unit 078P4F3M1546 CS6-36-VD, Jet Drill Press 43 Jet-14M, 12 speed Grizzly 10 inch table saw 000394, G0478 10 inch hybrid Grizzly 10 inch table saw 325234 G1023S110 as noted on the attached Resolution 1063-21 and offer the items for sale to the highest bidder(s)?

BACKGROUND / SUMMARY INFORMATION:

Unit 15 has been handed down from department to department for many years. It has numerous issues that makes it an unusable vehicle for the cities use. Unit 421 is being replaced with a newer used unit. Unit 505 has been our back-up roll off truck now that a new roll-off truck is ordered the current one will be used as a back-up with the oldest back-up being surplus. Unit 509 has been a good back-up but is starting to show signs of wear and tear and has started to have electrical issues. 517 has been a parts pick-up vehicle, it is having many mechanical issues and before it fails completely we should surplus it to get some value from it. Unit 602 has been a storm water back-up pump, a hand me down from the waste water treatment plant which received it from the national guard in the 80s. It won't pump water and the repair exceeds the value of this unit. The line laser striper was our frontline strip painter for streets but they got a replacement several years ago and this is no longer needed. The large cooling unit was for the senior center but did not work for the application that it was intended for, and therefore is no longer needed. The Jet drill press has been replaced and has been stored for a few years and is no longer needed. Both table saws G0478 and the second table saw G1023S110 have been replaced by newer and better table saws.

FISCAL IMPACT, IF APPROPRIATE:

We may receive monies to put back into the ERR the amount is unknown and depends on market value at the time of sale.

ATTACHMENTS:

Resolution 1063-21

RESOLUTION NO. 1063-21

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION

WHEREAS, the City has purchased the property and/or equipment identified herein; and

WHEREAS, the property and/or equipment identified is surplus to the needs of the City; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:

Section 1. The City Council does hereby declare the following to be surplus:

PUBLIC WORKS DEPARTMENT:

Equipment:

Item	VIN/Serial #	Description	Prop #
Unit 15	1B7JE26Y1MS310389	1991 dodge Ram 250	N/A
Unit 242 (20)	2FAFP71W97X105848	2007 Crown Vic	N/A
Unit 517	1FTZR15U7WPA72795	1998 ford ranger	N/A
Unit 509	Chassis 5VCHC6BEX5H201390 Body WFL40YD66163	2005 auto car garbage truck	N/A
Line laser paint striper	unknown	Model GM 3500	1801
Unit 421	R1703399	1986 Yard Goat from (WWTP department)	N/A
Large cooling unit	078P4F3M1546	CS6-36-VD	N/A
Unit 602	658626	Gorman Rupp towable 6-inch pump model # 1602-5034	N/A
Unit 505	1FDYH80V1GVA04905	1986 ford chassis with chain hoist	N/A
Jet Drill Press	43	Jet-14M 12 speed	N/A
Grizzly 10 inch table saw	000394	G0478 10 inch hybrid	N/A
Grizzly 10 inch table saw	325234	G1023S110	N/A

Section 2. The Mayor is directed to sell or trade-in the surplus property for additional property or for the best available price in any manner he determines to be in the best

interest of the City and execute any necessary paperwork to effectuate the transfer. For surplus property with little or no value, the Mayor is authorized to recycle or dispose of the property in an environmentally responsible manner with the least cost to the City.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 10th day of March, 2021.

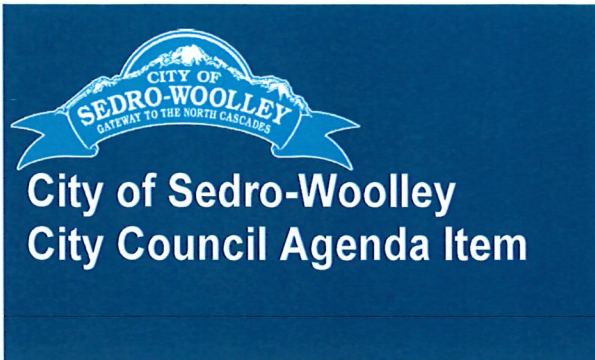
MAYOR

ATTEST:

FINANCE DIRECTOR

APPROVED AS TO FORM:

CITY ATTORNEY



Agenda Item No. e-5

Date: March 10, 2021

Subject: Surplus Resolution for Controlled Property

FROM: Bill Chambers, IT Director

RECOMMENDED ACTION:

Motion to approve the resolution.

ISSUE:

Should the City Council approve the attached resolution declaring a list of controlled property and authorizing the Mayor to sell/dispose of them?

BACKGROUND / SUMMARY INFORMATION:

All items on the list are no longer needed by the City and have been replaced as required.

FISCAL IMPACT, IF APPROPRIATE:

There is no anticipated fiscal impact.

ATTACHMENTS:

1. A Resolution of the City of Sedro-Woolley Declaring Certain Property as Surplus and Authorizing its Disposition

RESOLUTION NO. 1064-21

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION

WHEREAS, the equipment identified and listed below has been determined by the Director of Information Technology to no longer be critical to the City of Sedro-Woolley's needs or operational use, and

WHEREAS, the City Council of the City of Sedro-Woolley has determined that it is in the best interest of City to declare as surplus the equipment, and

WHEREAS, The City Council is authorized to declare as surplus those items no longer deemed to be necessary to the City's service requirements under RCW 35.22.280 (B), and

WHEREAS, the City Council delegates to the Director of Information Technology the authority to dispose of the property by auction, private sale, sealed bid, through a broker or agent, or other lawful means.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:

Section 1. The City Council does hereby declare the following to be surplus:

ITEM	TAG	SERIAL	MAKE	MODEL	DESCRIPTION
1	3365	U62341L0J580167	BROTHER	MFC-8680DN	MFC PRINTER
2	3179	70767125F-25FE	WATCHGUARD	X55E EDGE	NETWORK FIREWALL
3	3191	8B0832R34078	APC	BACK-UPS XS 1300	UPS
4	3048	MXL70608JR	HP COMPAQ	EVO73AV/NC6320	LAPTOP
5	NONE	R32C507SN2Z	SAMSUNG	GT-P5113TS	TABLET
6	3656	T4GD7Z3729W8	RCA	W101SA23T1	TABLET
7	3657	T4GD7Z3720W7	RCA	W101SA23T1	TABLET
8	3173	MXL8240S2R	HP	Ka534ut#aba	DESKTOP PC
9	3148	CND7490FBP	HP	KD097AT#ABA	LAPTOP
10	3428	A0ED011006115	KONICA	BIZHUB 360	MFC PRINTER
11	NONE	A0ED011006376	KONICA	BIZHUB 360	MFC PRINTER
12	3208	U61874L9J465899	BROTHER	MFC-9840CDW	MFC PRINTER
13					
14					
15					
16					
17					
18					
19					
20					
21					

ITEM	TAG	SERIAL	MAKE	MODEL	DESCRIPTION
22	NONE				
23	NONE				
24	NONE				
25	NONE				
26	NONE				
27	NONE				
28	NONE				
29	NONE				
30	NONE				
31	NONE				
32	NONE				
33	NONE				
34	NONE				
35	NONE				
36	NONE				
37	0930				
38	NONE				
39	NONE				
40	NONE				

PASSED by majority vote of the members of the Sedro-Woolley City Council this 10th day of March, 2021

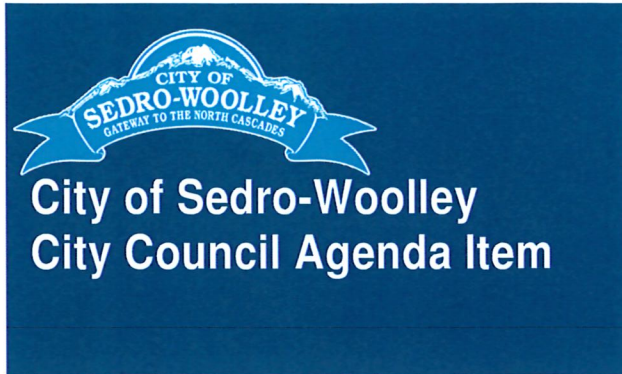
Julia Johnson, Mayor

Attest:

Doug Merriman, Finance Director

Approved as to form:

Nikki Thomas, City Attorney



Agenda Item No. e-6

Date: March 10, 2021

Subject: Reimbursement Resolution No. 1065-21

FROM: Doug Merriman, City Supervisor

RECOMMENDED ACTION:

A motion to adopt Resolution No. 1065-21

ISSUE:

Should the City adopt a Reimbursement Resolution for the purpose of capturing expenditures for capital project prior to issuance of general obligation bonds?

BACKGROUND / SUMMARY INFORMATION:

When the City is in the process of constructing capital outlay projects, one of the funding possibilities is the issuance of Revenue or General Obligation Bonds. As a fiscally prudent first step in the bond issuance process, the City should adopt a Reimbursement Resolution. A reimbursement resolution allows the City to capture any costs of the project incurred prior to the closing date of the bond issuance, and to subsequently pay for these costs using the bond proceeds.

For example, a City may incur design or other upfront costs which assist in determining the final cost of the project. Once the cost of the project is known, the amount of bonds to be issued can be determined. A reimbursement allows the City to use bond proceeds to pay for these initial, upfront costs that are incurred prior to the closing date of the new bonds

This Resolution designates the Finance Director to file a declaration of official intent to reimburse expenditures using the proceeds of bonds to be issued at a future date.

FISCAL IMPACT, IF APPROPRIATE:

There is no fiscal impact of this action.

ATTACHMENTS:

1. Resolution No. 1065-21
2. Certification of Resolution

RESOLUTION NO. 1065-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, DESIGNATING THE FINANCE DIRECTOR AS THE OFFICIAL AUTHORIZED TO MAKE DECLARATIONS OF OFFICIAL INTENT TO REIMBURSE CERTAIN FUNDS ADVANCED FOR PROJECTS ON BEHALF OF THE CITY, RATIFYING AND CONFIRMING CONSISTENT ACTIONS, AND REPEALING ANY PRIOR SUCH DECLARATIONS.

WHEREAS, the City of Sedro-Woolley, Washington (the "City"), from time to time may reasonably expect to make expenditures for capital projects (or certain extraordinary working capital expenditures) from funds that are available but that are not (and are not reasonably expected to be) reserved, allocated on a long-term basis or otherwise set aside for those expenditures, and would reasonably expect to be reimbursed for those expenditures from proceeds of bonds or other obligations issued to finance those expenditures; and

WHEREAS, certain federal regulations (the "federal reimbursement regulations") relating to the use of proceeds of tax exempt bonds or other obligations ("bonds") to reimburse the issuer of the bonds for expenditures made before the issue date of the bonds require, among other things, that not later than 60 days after payment of the original expenditure the City (or any person designated by the City to do so on its behalf) declare a reasonable official intent to reimburse those expenditures from proceeds of bonds; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, as follows:

Section 1. Designation of Official to Declare Official Intent. The Finance Director of the City is designated to make declarations of official intent, substantially in the form attached to this resolution as Exhibit A or in such other form as shall be prescribed by Treasury Regulation Section 1.103-18, on behalf of the City as may be necessary or appropriate from time to time for any purpose under, and in compliance with, the requirements of the federal reimbursement regulations.

Section 2. Ratification and Confirmation. Any actions of the City or its officers prior to the date thereof and consistent with the terms of this resolution are ratified and confirmed.

Section 3. Repealer. Any prior designations of City officials authorized to make declarations of intent pursuant to the federal reimbursement regulations are repealed.

Section 4. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Sedro-Woolley, Washington, at a regular open public meeting thereof this 10th day of March, 2021.

JULIA JOHNSON, Mayor

ATTEST:

CHRISTINE SALSEINA, Deputy City Clerk

FORM APPROVED:

NIKKI THOMPSON, City Attorney

EXHIBIT A

Declaration of Official Intent to Reimburse Expenditures from Proceeds of Bonds

I, the undersigned, am the duly appointed, qualified and acting Finance Director of the City of Sedro-Woolley, Washington (the "City"), and, as such, have been designated by the City to make declarations of official intent on behalf of the City when necessary or appropriate for any purpose under, and in compliance with, the requirements of certain federal regulations (the "federal reimbursement regulations") relating to the use of proceeds of tax exempt bonds or other obligations ("bonds") to reimburse the City for capital expenditures (and certain extraordinary working capital expenditures) made by the City before the issue date of the bonds. On behalf of the City, I make the following declaration of official intent under the federal reimbursement regulations:

1. Description of Project for Which Expenditures are to be Made. The City intends to make (and/or, not more than 60 days before the date of this declaration, has made) expenditures, and reasonably expects to reimburse itself for those expenditures from proceeds of bonds, for the following project, property, or program (the "Project"):

[Insert general functional description of the Project or, alternatively, identify the name and functional purpose of the fund or account from which the expenditures will be made:]

2. Maximum Principal Amount of Obligations Expected to be Issued for the Project. The City expects that the maximum principal amount of bonds that will be issued to finance the Project will be \$_____.

3. Declaration Reasonable. I have reviewed the existing and reasonably foreseeable budgetary and financial circumstances of the City, and have determined that the City reasonably expects to reimburse itself for expenditures for the Project from proceeds of bonds because the City has no funds available that already are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City for those expenditures on the Project.

4. Limitations on Uses of Reimbursement Amounts. The City will not, within 1 year after the expected reimbursement, use amounts corresponding to proceeds received from bonds issued in the future to reimburse the City for previously paid expenditures for the Project in any manner that results in those amounts being treated as replacement proceeds of any tax exempt bonds, i.e., as a result of being deposited in a reserve fund, pledged fund, sinking fund, or similar fund (other than a bona fide debt service fund) that is expected to be used to pay principal of or

interest on tax exempt bonds. Nor will the City use those amounts in any manner that employs an abusive arbitrage device to avoid arbitrage restrictions.

5. Date of Declaration. This declaration of official intent is made and dated on the ____ day of _____, 20__.

CITY OF SEDRO-WOOLLEY, WASHINGTON

By _____
DOUGLAS A. MERRIMAN, Finance Director

CERTIFICATION

I, the undersigned, City Clerk of the City of Sedro-Woolley, Washington (the "City"), hereby certify as follows:

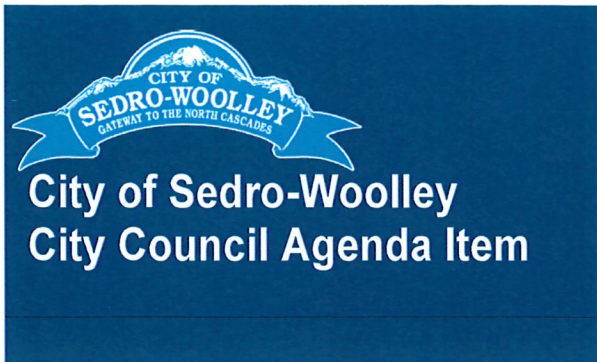
1. The attached copy of Resolution No. 1065-21 (the "Resolution") is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council of the City held at the regular meeting place thereof on March 10, 2021, as that Resolution appears on the minute book of the City; and the Resolution will be in full force and effect following its approval and adoption.

2. A quorum of the members of the City Council was present throughout the meeting and a majority of those members present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of March 2021.

CITY OF SEDRO-WOOLLEY,
WASHINGTON

_____, Finance Director



Agenda Item No. e-7

Date: March 10, 2021

Subject: Council Chambers Audio Upgrade

FROM: Bill Chambers, IT Director

RECOMMENDED ACTION:

Motion to authorize the Mayor to approve the contract with AVIDEX INDUSTRIES, LLC, for upgrading the Council Chambers audio system.

ISSUE:

Should the City Council permit City staff to move forward with the next phase of the Council Chambers A/V system upgrade?

BACKGROUND / SUMMARY INFORMATION:

The IT Department began getting estimates for upgrading the Council Chambers A/V system in 2019. Council authorized phase one of the upgrade for the core video components in April of 2020 and that phase was completed. The core audio components now require upgrading.

FISCAL IMPACT, IF APPROPRIATE:

The proposal is for \$36,164.90 under State of Washington contract. This phase was included in the Mayor's 2021 Budget Message, and will require a Budget Amendment to the Legislative Department of the General Fund for the cost of the equipment. The funding source will be an operating transfer-in from the City Council Strategic Reserve Fund #115.

ATTACHMENTS:

1. Audiovisual Solution Proposal 210030 from AVIDEX INDUSTRIES, LLC

City of Sedro Woolley
Municipal Courtroom-Council Chambers
Audio System Modification

AUDIOVISUAL SOLUTION PROPOSAL

210030

Version 1



STATE OF WASHINGTON
DES MASTER CONTRACT NO. 03418

Submitted by
Dave Grace
425-274-7916
dcrace@avidex.com



13555 Bel-Red Road, Suite #226 | Bellevue, WA 98005 | 425.643.0330
AVIDEX INDUSTRIES, LLC
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Modification

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210030

February 10, 2021
City of Sedro Woolley
Municipal Courtroom-Council Chambers Audio System

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For the purposes of this proposal, Avidex Industries, LLC will be referred to as “Avidex” and City of Sedro Woolley shall be referred to as “Client”.

INTRODUCTION

Avidex is an award-winning team of AV industry veterans specializing in the design and integration of innovative, custom, AV, and IT solutions. Our systems incorporate a broad range of cutting-edge technologies that empower our clients to effectively communicate their message. From digital signage to video conferencing, distance learning rooms, and presentation systems, we bring the most user-friendly and effective solutions to our clients. Avidex is a PSNI Global Alliance affiliate and the 5th largest AV integrator in the U.S. Avidex is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

Avidex delivers innovative AV solutions that enable organizations and enterprises to collaborate, create, and share ideas through state-of-the-art audio visual and unified communication technologies. Avidex specializes in creating an unparalleled client experience in the use of collaborative audiovisual solutions as a national AV and UC integrator providing design, build, and service excellence.

Our work will be completed at 325 Metcalf Street, Sedro Woolley, WA 98284 in the following rooms/spaces:

- Municipal Courtroom/ Council Chambers

SCOPE

Overview

The City of Sedro Woolley is currently experiencing audio video (AV) system hardware failure in the Municipal Courtroom. There is an audio digital signal processor (DSP) that is no longer functioning as expected and must be replaced. This proposal provides a description of the hardware replacement, notes other parts of the AV system that will be affected, and notes where additional supporting hardware is required to preserve the functionality that supports the client's defined use cases.

The client has provided Avidex with a copy of the current system's As-Built drawings. These drawings have been referenced during the design of the proposed system and are assumed to be accurate.

Audio

Audio DSP

The existing audio digital signal processor, (DSP) will be replaced with a new DSP and expander unit that will accommodate all the existing audio inputs and outputs, as well as offer four (4) additional channels as needed in the future. The system will be programmed to function as a 'mix-minus' system, meaning that microphone and speaker system level adjustments will be made in order to maximize loudness, intelligibility, and clarity at the critical listening area locations.

In-Room PC Audio Input

There is an existing, client furnished PC located at the Dais which hosts audio recording software. One (1) stereo audio feed from the audio DSP will be provided, and a 3.5mm cable will be run to the PC and connected to provide an audio signal. Please note that further coordination between Avidex and the client is required to determine what the mix requirements are for the audio recording.

Audio Amplifier and Speaker System

No changes to the amplifier or speaker system are planned for at this time.

Control

The uncompiled control code is not available for modification and the hardware has been discontinued so the control system will be upgraded.

Control Processor

One (1) new control processor will be provided and will retain the exact same connectivity as the existing system. A new program will be created that will allow for finer tuning and control of the system.

Control Touch Panel

One (1) new, 10", black, wall mounted control touch panel will be installed at the existing touch panel's location just outside the AV Storage Room. The control panel will offer the following control functionality:

- System On
 - Projector on, projection screen down
 - Display #1 On
 - Display #2 On
- System Off
 - Projector on, projection screen up
 - Display #1 Off
 - Display #2 Off
- Hard Disk Recorder Control

- Record start/stop
- Speaker level adjustment
 - Council Area #1 Speaker Zone
 - Volume up/down/mute
 - Council Area #2 Speaker Zone
 - Volume up/down/mute
 - Prosecutor/Defense Speaker Zone
 - Volume up/down/mute
 - Seating/Jury Area Speaker Zone
 - Volume up/down/mute
 - Hallway Speaker Zone (*also has existing physical volume control plate*)
 - Volume up/down/mute
- Audio adjustments
 - Microphone adjustment page
 - Microphone volume up/down/mute (*17 microphones total*)
 - Mute all microphones button
 - Audio to hard disk recorder adjustments
 - Signal gain up/down/mute
 - Audio to PC- Audio recording software
 - Signal gain up/down/mute
 - Audio to Assisted Listening System
 - Signal gain up/down/mute

Please note that some user interface pages will appear as an 'Advanced Controls' subsection to simplify the default interface. Further coordination between the client, Avidex, and the programming team is required to identify security requirements (i.e., password protected), graphic and theme preferences, and any other custom implementation requests.

Training

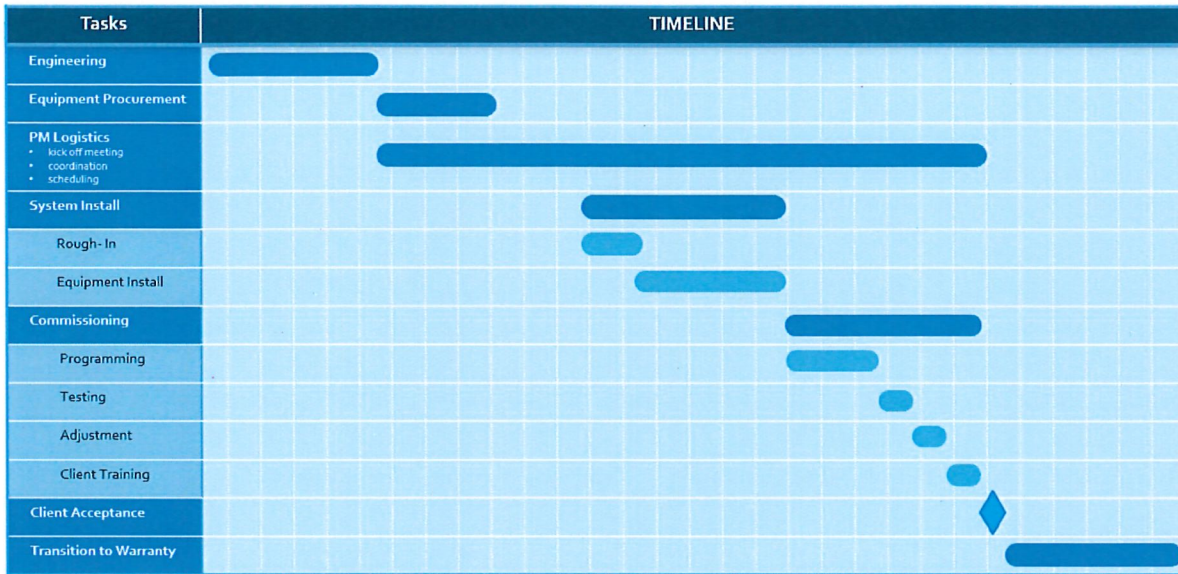
The closeout field engineers will provide the client with a one hour training session to go over system and control touch panel operation.

CAD Drawing Set

There is no existing electronic As-Built drawing set available to modify. Due to the complexity of the system, a new drawing set will be generated, and an electronic As-Built set will be provided to the client at closeout. This will improve the installation's team efficiency and understanding of the system and will provide a record set of the most recent changes for future modification if needed.

SCHEDULE

We will work with you to finalize a schedule that meets the implementation requirements of the project. The chart below identifies various phases in the overall process. Please note that each job is unique and will have its own installation schedule that will be agreed upon between Avidex and the client.



This project is anticipated to take approximately 6 week(s) from receipt of a valid Purchase Order or an executed contract referring to this proposal document. This is not a guarantee of delivery or installation time. Actual delivery and installation schedules will be finalized after receipt of the purchase order and mobilization payment.

PRICING

EQUIPMENT AND MATERIALS	\$7,038.40
MANUFACTURER EQUIPMENT AND SOFTWARE MAINTENANCE	\$244.00
TECHNICAL SERVICES – includes project administrator, project management, audiovisual design & engineering, senior design engineer, CAD, on-site installation, programming, field engineering, system testing, programming, G&A and New System Warranty. This proposal includes non-union labor for all activities.	\$24,277.92
360° SERVICE PLAN - 3 Year Essential Plan	\$1,869.00
PROJECT SUBTOTAL	<hr/> \$33,429.32
SHIPPING ESTIMATE - *Ground shipping included per DES contract.	\$0.00
SALES TAX ESTIMATE Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	\$2,735.58
PROJECT TOTAL	<hr/> <hr/> \$36,164.90

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210030
City of Sedro Woolley
Municipal Courtroom-Council Chambers Audio System

DES STATE OF WASHINGTON CONTACT NO. 03418 PRICING

1. Equipment Pricing

Equipment pricing will be calculated on a 13.00% cost plus mark-up based on the manufacturer's current published dealer unit cost.

- Shipping and Handling (Ground Delivery) included.
- Avidex will accept returned equipment within 30 days of delivery in original factory sealed packaging and may be subject to manufacturer re-stocking fees.

2. Hourly Rates

Hourly not to exceed service rates to be used to support design engineering, CAD drafting, project management, control system programming, wiring, cabling, installation, and training.

Electronic Technician – 200% of Prevailing Wage Hourly Rate

TECHNICAL SERVICES

The integration process incorporates everything needed to provide a complete, “turn-key” audiovisual solution and includes equipment, materials, labor, and the services required to complete the system integration as outlined within this document.

Avidex follows industry-certified and documented processes which have been proven successful in assuring that each system is installed as intended.

The following describes our scope of work and project deliverables for Integration Services.

PROJECT MANAGEMENT

- Responsible for client communication throughout the project duration.
- Coordinate all activities with designated client representative.
- Monitor project implementation.
- Provide scheduling for and oversight of the Avidex team.
- Coordinate project equipment ordering, staging and pre-installation fabrication of equipment for the project.
- Coordinate any site conditions that may necessitate audiovisual system changes.
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration.
- Coordinate audiovisual system connections and interfaces as they relate to any lighting, electrical, or mechanical systems.
- Verify project completion.
 - Confirm completion of system testing.
 - Assure completion of any punch list items.

ENGINEERING

- Prepare all system documentation necessary for the installation of the project.
- Provide and implement control systems programming.
- Test and debug system.
- Oversee final systems testing and commissioning.
- Adjust and balance system settings.
- Mark and record final system settings.
- Assure the finished system meets the design criteria and functions per the developed content.

CONTROL SYSTEM PROGRAMMING

- Create AV control system code.
- Design and create user interface (UI).
- Test and debug control system.

INTEGRATION LABOR

- Pull, terminate, and label all low voltage cables.
- Install structural mounting systems for all audio-visual equipment.
- Mount and terminate all AV connection plates.
- Install all AV equipment.
- Site clean-up and trash disposal, etc.
- Assure that all installed systems are operating as proposed.
- Assist engineering with systems testing and debugging.
- Provide or assist in providing end-user training.

TRAINING & DOCUMENTATION

Training will be provided to operational and maintenance personnel at the end of the project. This training will provide the users with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system.

Maintenance manuals for most electronic components are only available to factory certified and trained personnel. Maintenance manuals are not included in final documentation.

PROVISIONS

- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, the room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. "Normal Business Hours" are defined as Monday through Friday, 8:00am to 5:00pm.
- Client will provide all electrical outlets floor boxes, conduits, and core drills in the area(s) where audiovisual equipment is to be installed as specified by Avidex prior to Avidex beginning on-site work.
- Jobsite building structures including ceilings, walls, and floors used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- Client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by the client.
- Existing hardware, wiring, programming, or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, they shall obtain, at Client's expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to the structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job, and is not used as a result of any customer changes to the design, or refused by the client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to a 100% of the sales price restocking fee, plus any incurred freight.
- The agreed upon completion date may be moved, and a change order with incurred costs may be provided if Avidex is delayed for any of the following reasons, including but not limited to, equipment/material changes initiated by the Client beyond the original approved design, labor disputes, delivery or construction delays, unavoidable casualties, or causes beyond Avidex's control.

- Avidex's proposals for installation costs are based upon 8-hour days and 40-hour workweeks, Monday through Friday, between the hours of 8:00AM and 5:00PM. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power, structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.
- Freight fees are estimated for ground freight service. Expedited freight, as required by the client, will be prepaid and added to invoices.
- The pricing information provided in this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require a credit and contract term review, an approval and pricing confirmation for the new contract terms by Avidex.
- The Client will furnish Avidex such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall be proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the internal credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms. Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.
- Where applicable, Avidex Industries LLC provides the Client non-exclusive, royalty-free, non-transferable use of the 'software' included within the systems provided (if an integral component of the audiovisual system). Some software provided is Proprietary and deemed Confidential information of Avidex Industries LLC and may not be altered, reused, reverse-engineered or disseminated under any conditions. Tampering or misuse of any software resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor that is necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines that an increase or decrease in the project fees or change in timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule, and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client cancel the project in whole or in part prior to completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)

- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall mounted equipment including display, loudspeakers, camera, et cetera.
- Painting, patching, or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Work in asbestos treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of client furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing

NEW SYSTEM WARRANTY

Avidex warrants the integrated system(s) furnished are free of defects in workmanship and materials for a period of one year from the date of acceptance or date of first beneficial use whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled as expeditiously as is feasible during normal business hours and days of operation.

Under this warranty, Avidex will troubleshoot, uninstall, and reinstall any equipment that is part of the Avidex audiovisual system. The cost to service and/or repair Client Furnished Equipment or equipment out of the manufacturer's warranty is not included. Avidex will broker and process the repair of that equipment at the standard Avidex rate.

Avidex reserves the right to charge for a service visit at standard Avidex service time and material rates (minimum of 2 hours onsite plus travel) if a service call results in a No Fault Found (NFF) or No Trouble Found (NTF) during a dispatched site visit.

Avidex Services Provided Under the New System Warranty

- Avidex will respond to requests for assistance due to client-reported issues and, if warranted, dispatch a technician during normal business hours (8:00AM to 5:00PM Pacific Time, Monday – Friday, excluding Avidex holidays) to troubleshoot the AV system problem based on our available resources
- Avidex will identify and uninstall the defective equipment and return such equipment to the manufacturer or authorized repair center for warranty processing
- Avidex will reinstall the repaired or replaced equipment and test the system
- Avidex will pay the shipping costs associated with the repair of the equipment, except for Client Furnished Equipment and/or equipment out of manufacturer warranty

Avidex Services Not Provided Under the New System Warranty

- Extend or provide additional repair services for manufacturer warranty coverage
- Repair of Client Furnished Equipment
- After hours 24x7 Helpdesk support
- Guaranteed on-site response time
- Remote system monitoring, management, and reporting
- Before- or after-hours on-site response
- Proactive support or preventive maintenance
- Training
- Spare or loaner equipment during equipment repair period
- Warranty coverage for client acts of negligence or misuse

360° SERVICE PLAN SM

Avidex recommends the Essential 360° Service Plan less remote monitoring for this project. Avidex 360° Service enhances the new systems warranty coverage with proactive support services for worry-free operation. See Appendix A for further details on the proposed 360° Service Plan.



360° Coverage	Essential	Advanced	Elite
Help Desk Support Availability	8x5*	24x7	24x7
Priority Call Response Time SLA	4 hours	2 hours	1 hour
Priority On-Site Response Time SLA	2 business days	1 business day	4 business hours*
RMA Management of OEM Hardware	•	•	•
Annual Preventive Maintenance & Reporting	One	One	One
Assigned Service Management with Escalation Access		•	•
On-Site AV Service Assurance Technician	Optional	Optional	Optional
Emergency Loaners for Business-Critical Devices			•
The below items: Remote Monitoring, Fault Detection, Analytics & Reporting of Devices may require the implementation of hardware and software applications. Refer to the proposed scope of work to confirm if these features have been included.			
Remote Monitoring with Fault Detect & Reporting	•	•	•
Remote Monitoring with Fault Diagnoses & Troubleshooting		•	•
AV Solution Analytics & Reporting		•	•
Management of Device Firmware, Configurations & Changes			•

* Standard Business Hours in Pacific Time

Initial Term and Automatic Renewal

The initial term of the specified 360° Service Plan Agreement is identified in the pricing section. Unless written termination is requested by either party thirty (30) days in advance of the anniversary expiration date of the current 360° Service Plan term, the Agreement between the parties shall automatically renew for successive one (1) year periods. Written termination requests by the client should be sent to: Attn. Contract Admin 13555 Bel-Red Road, Bellevue, WA, 98005.

At any time within the current term or renewal period should adjustments in work responsibilities and/or price be deemed necessary, proposal and agreement revisions shall be exchanged between the parties, be mutually agreed upon in writing and once executed become part of the current Agreement or understanding between the parties.

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Municipal Courtroom-Council Chambers Audio System

PAYMENT TERMS

This proposal is valid for 60 days from the date appearing on the cover page.

- Monthly progress invoices will be issued with net 30-day terms.
- The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- Freight for ground shipping included. *Per DES contract.
- Sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- Avidex reserves the right to charge for stored materials and/or equipment.
- Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

AUTHORIZATION TO PROCEED – INTEGRATION SERVICES

Avidex will begin the implementation phase of this project upon receipt of the client purchase order or executed contract referring to this proposal and the mobilization fee.

I have reviewed the available post-installation 360° Service Plan offerings with my account executive.

☐ I, the client, elect to decline the 360° Service Plan offering. By checking this box, I understand that I am declining the proposed service and support coverage for my audiovisual system.

Submitted by: Avidex Industries, LLC

_____	_____	02/10/2021
Name	Signature	Date

Client Approval:

_____	_____	_____
Client Name/Title	Signature	Date

Internal Avidex Approval:

_____	_____	_____
Name	Signature	Date

Attachments:

Terms & Conditions
Appendix A – Support Agreement
Appendix B – Equipment List

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February 10, 2021

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City of Sedro Woolley
Municipal Courtroom-Council Chambers Audio System

TERMS & CONDITIONS

The Terms & Conditions are based on State of Washington DES Master Contract No. 0318.

<https://apps.des.wa.gov/DESContracts/Home/ContractSummary/03418>

APPENDIX A: 360° SERVICE PLANSM

ESSENTIAL (INCLUDED AND PRICED)

Under Essential coverage, Avidex warrants the furnished integrated system(s) are free of defects for the priced term period from the date of acceptance or date of first beneficial use, whichever occurs first. This coverage includes the remote monitoring, troubleshooting, uninstallation, and reinstallation of the equipment integrated by Avidex. Remedy for such defects during the coverage period shall be provided at no additional expense to the client. The following services are included under this coverage:

REACTIVE SUPPORT

Avidex 360° Service Helpdesk will:

- Provide a dedicated toll-free number to report and request technical support for the integrated equipment.
- Operate during the standard Avidex business hours of Monday – Friday 8:00AM to 5:00PM Pacific Time except for Avidex holidays
- Respond to the initial support request within 4 business hours
- Contact the client to resolve the issue remotely to ensure the quickest possible resolution
- Use the integrated remote monitoring equipment to assist with fault detection and reporting, dependent upon the specific scope of the proposed project.
- Administer the repair process for defective or broken equipment including processing of any manufacturer RMA.

On-Site Support will:

- Provide a qualified Field Support Technician during standard Avidex working hours within two business days of the support request
- Troubleshoot the system and make the best effort to resolve the issue(s) while at the client site.
- Return defective equipment to an authorized repair center or directly to the manufacturer for warranty repair or exchange. All fees related to shipping are included.
- Provide a suitable replacement for defective equipment to ensure full system operability if an item is no longer repairable.

AVIDEX INDUSTRIES, LLC
Confidential

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February 10, 2021

Modification

210030
City of Sedro Woolley
Municipal Courtroom-Council Chambers Audio System

- Install the repaired or replacement equipment and test to ensure the system is operable per the original system intent.

Lamp Replacement:

- Labor (only) is covered under this support agreement.

PROACTIVE SUPPORT

Preventive Maintenance

- Avidex will perform periodic maintenance for your integrated audiovisual system including system check, cleaning, and tweaking of all appropriate equipment. Avidex will also provide a summary report detailing the status of the audiovisual system and troubleshoot and repair any discovered audiovisual problems.
- This proposal includes one (1) preventive maintenance visit per year of the agreement.
- Upon completion of each preventive maintenance visit, the Field Support Technician will conduct a system operation training session if requested.

SERVICES NOT PROVIDED UNDER THIS COVERAGE

- Repair to Client Furnished Equipment and/or components unless included in Appendix B
- Before or after-hours on-site support
- Repairs due to customer acts of negligence or misuse
- Coverage for projection screen material, plasma glass assembly, lamps, bulbs, furniture, display panels, optical engines, batteries, and accessories. Such parts will be provided at a 10% discount off our list price
- Image burn-in caused by static images displayed over an extended period of time on any display device

APPENDIX B: EQUIPMENT LIST

Bill of Materials

<u>Audio</u>				
<u>Manufacturer</u>	<u>Item Code</u>	<u>Device ID</u>	<u>Description</u>	<u>Qty</u>
QSC	Core 110F		Audio DSP	1
QSC	I/O 8 FLEX		I/O Expander- 8 Channel	1

<u>Control</u>				
<u>Manufacturer</u>	<u>Item Code</u>	<u>Device ID</u>	<u>Description</u>	<u>Qty</u>
Crestron	CP4		Control processor	1
Crestron	TSW-1070-B-S		10" wall mounted touch screen	1

<u>Misc. Materials</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>
Avidex		Misc Materials, Cabling & Wiring	1

<u>Other Expenses</u>				
<u>Manufacturer</u>	<u>Item Code</u>	<u>Device ID</u>	<u>Description</u>	<u>Qty</u>
QSC	SL-QSE-110-P		Q-SYS Core 110 Scripting Engine Software License, Perpetual.	1

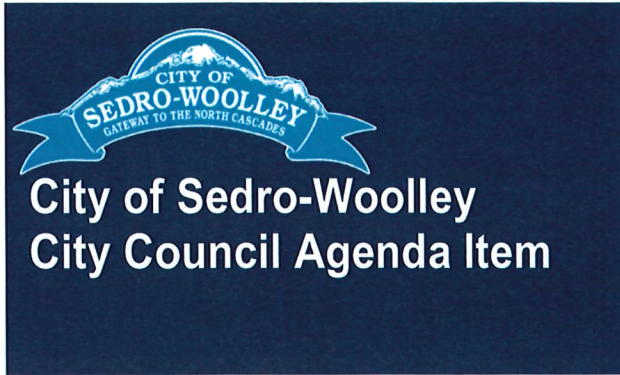
AVIDEX INDUSTRIES, LLC
Confidential

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February 10, 2021

Modification

210030
City of Sedro Woolley
Municipal Courtroom-Council Chambers Audio System



Agenda Item No. e-8

Date: March 24, 2021

Subject: CWU- Paramedic Student Preceptorship

FROM: Assistant Chief Frank Wagner

RECOMMENDED ACTION:

Motion to approve the contract with Central Washington University to allow their paramedic students to work with the Fire Department on their practical skills and evaluations.

ISSUE:

This contract will allow students from CWU Paramedic program to gain the necessary practical skills and educational requirements they need to graduate.

BACKGROUND / SUMMARY INFORMATION:

Paramedic students are required to obtain a number of hours to obtain the certification necessary to work as a Nationally Registered EMT-Paramedic. We currently have three employees who have graduated from this program and others looking to apply. This is a great opportunity to collaborate with CWU to assist our current and future employees interested in furthering their education. While also allowing the Paramedics interested in being preceptors to utilize this opportunity to hone their skills through mentoring and teaching.

FISCAL IMPACT, IF APPROPRIATE:

There is currently no fiscal impact the City for this program, as the preceptors are voluntarily participating.

ATTACHMENTS:

1. CWU Contract

**AFFILIATION AGREEMENT BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
CITY OF SEDRO-WOOLLEY**

This Agreement is made and entered into between Central Washington University ("School"), located at 400 E. University Way, Ellensburg, Washington, 98926-7480, and the City of Sedro-Woolley ("Training Site"), located at 325 Metcalf Street, Sedro-Woolley, WA 98284. The purpose of this Agreement is for Training Site to provide desirable learning experiences ("the education program") for School's students who are enrolled in School's educational/clinical programs. In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

I. GENERAL PROVISIONS

A. School and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Training Site to formalize operational details of the education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the education program);
- Number of students eligible to participate in the education program;
- Specific days, hours and locations for the education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

B. School and Training Site will jointly plan the education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. School and Training Site will instruct their respective faculty, staff, and students participating in the education program to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Training Site.

D. There will be no payment of charges or fees between School and Training Site.

E. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will School or Training Site engage in such discrimination in their employment or personnel policies.

II. SCHOOL'S RESPONSIBILITIES

A. School will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. School will be responsible for instruction and administration of the students' academic education program. School will notify Training Site in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

B. School's faculty will meet with the Training Site education Supervisor Preceptors, if any, at the beginning and end of the education program to discuss and evaluate the education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

C. School will provide the names and information pertaining to relevant education and training for all students enrolled in the education program at least four weeks before the beginning date of the education program. School is responsible for supplying any additional information required by Training Site as set forth in this Agreement, prior to the arrival of students. School will notify Training Site in writing of any change or proposed change in a student's status.

D. School will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunity status, documented by a protective titer, for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chickenpox will be advised to get an immune titer. School will require yearly PPD testing or follow-up as recommended if the students are PPD-positive or have had BCG. School will provide information to Training Site regarding student status concerning the above requirements.

E. School will assign to Training Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

F. School shall ask each student who may be placed in Training Site to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW

43.43.834 and RCW 43.43.838, to release a copy of that record to the School, and to authorize the School to transmit that record or copy thereof to Training Site. School shall also ask each student who may be placed in Training Site to obtain the following list of criminal history background records from Castle Branch at <https://mycb.castlebranch.com/>, to release a copy of the records to the School, and to authorize the School to transmit those records or copies thereof to Training Site:

- Social security Check
- Residency History
- Criminal records
- Federal Criminal Records
- Sex Offender index search
- NW Healthcare Fraud & Abuse Scan
- Washington State patrol Watch System

Before the start of training, School will provide Training Site with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Training Site. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Training Site, Training Site may conduct the background inquiries directly and the Training Site may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

Training Site understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Training Site.

G. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site. School will notify each student of his/her status and responsibilities pursuant to this Agreement.

H. School will encourage each student participating in the education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

III. TRAINING SITE'S RESPONSIBILITIES

A. Training Site will provide students with a desirable education experience within the scope of services provided by Training Site. Training Site will designate in writing Preceptors, if any, to be responsible for the education program, and will designate in writing one person as the education Supervisor, who will maintain contact with the School-designated

Liaison to assure mutual participation in and review of the education program and student progress. Training Site will submit in writing to School the professional and academic credentials for the Preceptors and education Supervisor. Training Site will notify School in writing of any change or proposed change of the Preceptors or education Supervisor.

B. Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

C. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the education program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.

D. Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

E. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' training activities for staffing purposes.

F. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Training Site's education Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Training Site provides for School; however, Training Site reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

G. On any day when a student is participating in the education program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of any and all care.

H. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

IV. STUDENTS' STATUS AND RESPONSIBILITIES

A. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the education program.

B. Students are required to adhere to the standards, policies, and regulations of Training Site during their education program.

C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their education program at Training Site.

D. Students assigned to Training Site will be and will remain students of School, and will in no sense be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to School or its students by virtue of this Agreement.

V. LIABILITY COVERAGE PROVISIONS

A. Each party to this Agreement shall be responsible for its own acts or omissions and for those of its officers, employees, and agents. Neither party shall be responsible for the acts or omissions of persons or entities not a party to this Agreement.

B. School, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including chapter 4.92 RCW and RCW 43.19.760 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against School and its officers, employees, and agents acting as such, and all such claims must be filed and processed as provided therein. School shall make general liability insurance and medical professional liability coverage available for purchase by its students. School shall provide students who purchase insurance through it with proof of insurance. In addition, the limits of the liability policy shall be at the minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate per school annual aggregate. Students shall provide Clinical Facility with proof of insurance prior to placement.

C. Training Site maintains professional liability insurance coverage with a minimum of \$1,000,000 per occurrence. Through that coverage, Training Site provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

VI. TERM

A. This Agreement is effective beginning February 2, 2021, and will continue thereafter from year to year. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party. School and Training Site will jointly plan student placement in advance of each year's beginning, taking into account the needs of the

school for student placement, maximum number of students for whom Training Site can provide a desirable education experience, and the needs of other disciplines or schools requesting student placements.

B. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the education program if such termination prevents completion of their requirements for completion of the education program.

VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

A. School certifies that it has trained each student it sends to Training Site in universal precautions and transmission of blood-borne pathogens and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. School has recommended the Hepatitis B (HBV) screening to all education program students before assignment to Training Site. Students may waive the HBV series, but are required to have a TB screening and be up-to-date on all other immunizations. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

B. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the education program at Training Site, Training Site agrees to provide the following services:

- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

The student will be responsible for the costs of any and all care, testing, counseling, and obtaining necessary follow-up care.

C. The source patient's HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible.

VIII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

D. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

(a) To School:

Central Washington University
400 E. University Way
Ellensburg, WA 98926-7480

(b) To Training Site:

City of Sedro-Woolley
325 Matcalf Street
Sedro-Woolley, WA 98284

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

F. Survival. School and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

H. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

I. Inspection. Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

J. HIPAA. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Training Site will provide additional training on Training Site’s specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of Training Site. No protected healthcare information (PHI) is anticipated to be exchanged between Training Site and School. Solely for the purpose of defining students’ role in relation to the use and disclosure of Training Site’s PHI, students acting pursuant to this Agreement are defined as members of Training Site’s workforce. However, School’s students and faculty shall not be considered to be employees of Training Site.

CENTRAL WASHINGTON UNIVERSITY

CITY OF SEDRO-WOOLLEY

LH 2/26/21

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SEDRO-WOOLLEY POLICE DEPT

Memo

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 10 2021

5:00 P.M. COUNCIL CHAMBERS
AGENDA NO. e-9

To: City Council
From: Lieutenant Dan McIlraith
CC:
Date: 3/2/2021
Re: Out of State Travel/Training Request

I am requesting Ofc Derick Lowe be able to attend out of state training in Idaho from 4/10-4/14/21. Ofc Lowe was presented an opportunity to attend the 2021 WSNIA Wa State Narcotics Investigators Association Training Summit. The Skagit County Sheriff Office has offered this opportunity to Ofc Lowe for his participation with the inter local drug task force. The Skagit County Sheriff Office will be handling the Lodging and course registration costs. The only known cost for the City of Sedro Woolley would be meals totaling \$290. Other potential cost could be fuel, but it is likely that carpooling may occur with the other Skagit County attendees.

On a separate note, this training summit is generally held in Washington State. With the current restrictions due to Covid 19 in Washington state, the summit was moved to Idaho to accommodate the summit.

Respectfully Submitted,



Lieutenant Dan McIlraith

City of Sedro Woolley

ADVANCE TRAVEL REQUEST/REIMBURSEMENT FORM

FROM: Derick Lowe

DATE: 2/8/21

Please approve funds/per diem for the following:

DATE OF TRAVEL: 4/10/21 – 4/14/21

LOCATION: The Coeur d'Alene Resort
115 S 2nd St, Coeur d'Alene, ID 83814

PURPOSE: WSNIA training summit

ESTIMATE OF EXPENSES:

MEALS: \$58 x 5 days= \$290.00

LODGING: Registration and Lodging being handled by Skagit County.

TRAVEL: PATROL CAR OR CARPOOLING w/OTHER ATTENDEES

OTHER: CHECKOUT CREDIT CARDS FOR FUEL

TOTAL REQUESTED : \$290 check to Derick Lowe

SIGNATURE: _____

CHECK NUMBER: _____

DATE: _____

ACTUAL EXPENDITURES: _____

DATE RETURNED: _____

DUE FROM EMPLOYEE: _____

DATE RETURNED: _____

TOTAL RETURNED: _____

CITY OF SEDRO-WOOLLEY
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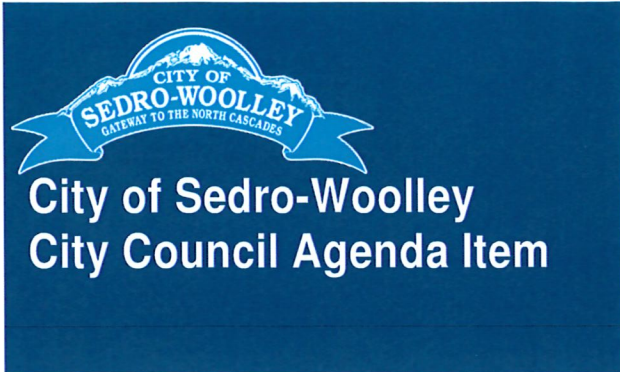
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INITIALS: DL

POSTED

PD. TRAVEL EXP

521.40.43.000



Agenda Item No. j

Date: March 10, 2021

Subject: Public Comments

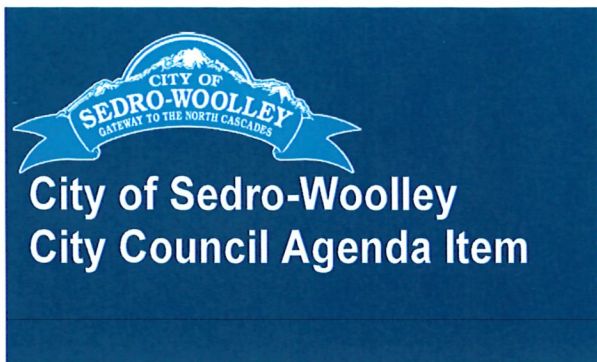
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Agenda Item No. 1-1

Date: March 10, 2021

Subject: Proposed Comprehensive Plan
Amendments – 2021 Docket

FROM: John Coleman, AICP, Planning Director

RECOMMENDED ACTION:

Make a motion to adopt the 2021 Comprehensive Plan Docket which includes two rezone requests identified as file # 2021-038 (Bucko Family) and file # 2020-012 (Ruby – Golf Course).

ISSUE:

Identifying the items on the 2021 Comprehensive Plan Docket and adopting the 2021 Docket – 2nd Read

BACKGROUND / SUMMARY INFORMATION:

Per the Growth Management Act (Chapter 36.70A RCW), changes to the Sedro-Woolley Comprehensive Plan may be considered no more than once per year. Amendments may be suggested by citizens, staff or elected officials. All proposed amendments to the Comprehensive Plan must be considered at one time; this list of proposed amendments is termed the "Docket." The City Council determines what items are included on the annual Docket. Any amendments to the city's Comprehensive Plan, zoning map or development regulations that would require changes to the Comprehensive Plan shall be reviewed as part of the Docket.

At the March 3, 2021 Worksession, the Council discussed their desired comprehensive plan and zoning map changes. Staff requested that the two rezone requests be placed on the 2021 Docket. Council deliberated on other possible items to place on the 2021 Docket, but did not request that any other Comprehensive Plan or zoning amendments be pursued. Staff does not have any recommended amendments to the Comprehensive Plan as part of the 2021 Docket. Therefore, unless the council chooses to add any work items to the Docket at this meeting, the only proposed items for the 2021 Docket are the two rezone requests.

The proposed items on the 2021 Docket include:

- 1) Requested amendments to the zoning map.
 - a. Request from the Bucko Family Trust to change the zoning designation of two parcels totaling roughly 5.21 acres from Mixed Commercial to Residential 15. The application was assigned file # 2021-038.
 - b. Request from Bob Ruby to change the zoning designation of roughly 3 acres of land from Mixed Commercial to Residential 5 (originally on 2020 Docket) File # 2020-012.

MAR 10 2021

:00 P.M. COUNCIL CHAMBER.
AGENDA NO. m-1

ORDINANCE NO. 1980-21

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY AMENDING TITLE 6 OF THE SEDRO-WOOLLEY MUNICIPAL CODE TO PROVIDE NECESSARY UPDATES TO THE ANIMAL CODE, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Sedro-Woolley Municipal Code contains provisions relating to the regulation and care of animals that is outdated; and

NOW, THEREFORE,

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

Section One. Chapter 6.04 Amended. Sedro-Woolley Municipal Code Chapter 6.04 "Preliminary Article" is hereby amended as provided in "**Exhibit A**".

Section Two. Chapter 6.08 Amended. Sedro-Woolley Municipal Code Chapter 6.08 "Animal Control and Protection" is hereby amended as provided in "**Exhibit B**".

Section Three. SWMC 6.16.010(B) Amended. Sedro-Woolley Municipal Code Chapter 6.16.010(B) "Definitions – Animal control official" is hereby amended as follows:

B. "Animal control official" means any person or persons appointed by the police chief, in accordance with the laws and ordinances of the city and the provisions of RCW Title 16 to: issue licenses; restrain, collect, transport, impound, sell, surrender, or dispose of animals; or to give notice or to do any other acts, duties or functions prescribed by this title relating to the animals herein regulated. In addition, any city police officer shall be an ex officio animal control official and have like enforcement authority.

Section Four. Chapter 6.20 Amended. Sedro-Woolley Municipal Code Chapter 6.20 "Keeping of Animals" is hereby amended as provided in "**Exhibit C**".

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

Section Six. Authority to make necessary corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance and attachments including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section Seven. Effective Date. This ordinance shall be effective five days after adoption and publication by summary.

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: _____

EXHIBIT A

Chapter 6.04

PRELIMINARY ARTICLE

Sections:

6.04.010 Administration and enforcement.

6.04.020 Purpose—Immunity.

6.04.030 Definitions.

6.04.010 Administration and enforcement.

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

6.04.020 Purpose—Immunity.

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

6.04.030 Definitions.

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

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

“Animal” means any member of the classes of reptile, amphibian, arachnid, bird, fish, or nonhuman mammal. ~~shall have its customary common meaning and shall include dogs where applicable.~~

“Animal control authority” means the Sedro-Woolley police department.

“Animal control official” means any person or persons appointed by the police chief, in accordance with the laws and ordinances of the city and the provisions of RCW Title 16 to: issue licenses; restrain, collect, transport, impound, ~~sell~~, rehome, surrender, or dispose of animals; or to give notice or to do any other acts, duties or functions prescribed by this title relating to the animals herein regulated. In addition, any city police officer shall be an ex officio animal control official and have like enforcement authority.

“Animal shelter” means a facility which is used to temporarily house or contain stray, homeless, abandoned, or unwanted animals, for a period of time not to exceed six months, and which is

~~owned, operated, or maintained by a public body, an established humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of animals. any facility operated by a humane society, or municipal agency, or its authorized contractors or agents for the purpose of impounding or caring for animals held under the authority of this chapter or state law.~~

~~“At large” means off the premises or outside the vehicle of the owner or keeper of the animal and not under restraint by a leash, tether, or other physical control device. When a dog is within the fenced perimeter of the Sedro-Woolley Bark Park, “dog at large” means unattended and not under the control of an authorized person over the age of twelve years old.~~

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

“Dangerous dog” means any dog that:

- A. Inflicts severe injury upon a human being without provocation on public or private property; or
- B. Kills a domestic animal without provocation while the dog is off the owner’s property; or
- C. Has been previously found to be potentially dangerous because of an injury inflicted on a human, the owner having received notice of such and the dog again bites, attacks, or endangers the safety of humans; or
- D. Has been previously declared a dangerous dog in any other city, county, state, or foreign country.

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

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

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

“Domestic animal” means any animal other than livestock that lives and breeds in a tame condition. For the purposes of this chapter, this generally refers to dogs and cats. a dog or cat kept as a pet.

“EAID” means an Electronic Animal Identification Device, such as a microchip implant.

“Exotic animal” means any member of the animal kingdom which is not commonly domesticated or which is not common to North America, or which, irrespective of geographic origin, is of wild or predatory nature, or any animal except livestock and domesticated animals which due to size, habits, natural propensities, instinct, handling or training presents a danger or potential danger to human beings, animals, or property if not kept, maintained or confined in a safe and secure manner. -animal that is not native or usually found in the United States.

~~“Feral” means any animal, normally classified as domestic, which has escaped domestication and become wild, or, the offspring of outdoor intact domestic animals, owned or abandoned.~~

~~“Food” means feed appropriate to the species for which it was intended.~~

“Fowl” includes all feathered birds.

~~“Guard or attack dog” means any type of dog specifically trained and used for the purpose of defending, patrolling or protecting property or life. The term “guard dog” shall exclude police dogs and dogs used primarily for handling and controlling livestock or farm animals. dog, except those dogs owned or used by a governmental agency for law enforcement purposes, which has been trained and is used for the purposes of protection of persons or property by exhibiting hostile or aggressive propensities, or which will attack on signal or command.~~

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

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

“Kennel” means an establishment, other than a veterinary hospital, wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs; or premises where four or more dogs over four months of age are harbored. Kennels require land use permitting under SWMC Title 17.

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

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

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

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

“Potentially dangerous dog” means any dog that when unprovoked:

- A. Inflicts a bite upon a human or a domestic animal, either on public or private property; or
- B. Chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or
- C. Has a known propensity, tendency or disposition to attack unprovoked, or to cause injury or otherwise to threaten the safety of humans or domestic animals; or

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

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

“Rabies quarantine” means the keeping of a biting animal or the suspected biting animal separate and apart from other animals and people for a period of at least ten days.

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

“Service animal” is an animal that is individually trained to do work or perform tasks for people with disabilities. The work or task an animal has been trained to provide must be directly related to the person’s disability. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

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

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

“Stray” means any dog wandering or roaming without an apparent owner or home.

“Tether” means:

- A. To restrain an animal by tying or securing the animal to any object or structure; and
- B. A device, including but not limited to a chain, rope, cable, cord, tie-out, pulley, or trolley system for restraining an animal.

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

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

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

“Wolf” means any of various forms of the species *Canis lupus*.

EXHIBIT B

Chapter 6.08

ANIMAL CONTROL AND PROTECTION

Sections:

- 6.08.010 Dog license—Required.
- 6.08.020 Dog license—Application.
- 6.08.030 Dog license—Expiration.
- 6.08.040 Dog license tag—Required.
- 6.08.050 Dog license tag—Lost.
- 6.08.060 Dog license—Transfer of ownership.
- 6.08.070 Animal waste.
- 6.08.080 Guard dogs – Special requirements.
- 6.08.100 Dog at large.
- 6.08.110 Dog at large—Parks.
- 6.08.120 Unlawful tethering.
- 6.08.130 Animal entering places where food is stored, served or prepared.
- 6.08.140 Animal noise control.
- 6.08.145 Household pets—Maximum number kept.
- 6.08.150 Dog chasing vehicles.
- 6.08.160 Injuring animal with vehicle.
- 6.08.170 Cruelty to animals.
- 6.08.180 Found stray animal.
- 6.08.200 Impoundment procedure—Generally.
- 6.08.210 Impoundment—Entry of premises.
- 6.08.220 Impoundment—Fees.
- 6.08.230 Impoundment—Redemption—Disposition.
- 6.08.240 Unable to safely impound.
- 6.08.250 Control of rabid or potentially rabid dogs.
- 6.08.300 Infractions—Penalty.
- 6.08.310 Misdemeanors—Penalty.

6.08.010 Dog license—Required.

Dogs over four months of age that are kept or harbored within the city are required to have a dog license issued by the police department. Guard dogs must be licensed pursuant to SWMC

6.08.080.

6.08.020 Dog license—Application.

Application for such license shall be made upon forms provided by the police department. The application shall list the name, address, and telephone number of the owner(s) (must be over the age of eighteen years); the name, breed, color, age and sex of the dog. All applications must include proof of current rabies vaccination by a licensed veterinarian, and EAID information, if

applicable. Such information shall be kept conveniently by the issuing official and indexed by the unique number of the license tag issued.

6.08.030 Dog license—Expiration.

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

6.08.040 Dog license tag—Required.

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

6.08.050 Dog license tag—Lost.

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

6.08.060 Dog license—Transfer of ownership.

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

6.08.070 Animal waste.

A. It is unlawful for the owner or keeper of any dog, either willfully or by failure to exercise due care, to permit such dog to commit a public nuisance by defecating upon private property without the permission of the owner or custodian thereof, upon the public sidewalk, in or upon any public street, or any other public place. It shall be a defense to a charge under this section that the owner or the keeper of the animal possessed the appropriate device for removal of waste and did immediately remove and properly dispose of the waste; provided, that this subsection shall not apply to a person whose visual or physical condition is an impediment to compliance with this section.

B. It is unlawful for any owner or keeper to allow waste to accumulate on said owner's or keeper's property to the extent that neighbors are adversely affected by odor or runoff.

6.08.100 Dog at large.

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

6.08.080 Guard dogs – Special requirements.

Guard dog owners and guard dog services shall register all dogs used within the city, regardless of owner address. In addition to information required by SWMC 6.08.020, the registration shall include:

A. EAID number:

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1. EAID type;

2. Proof of ownership of EAID (bill of sale, veterinarian affidavit, etc.).

B. Guard dogs, newly acquired by owners or guard dog services, shall be vaccinated against rabies and registered with the city no later than 10 days from acquisition and in no case shall such animal be placed in service prior to vaccination.

C. Guard dogs shall be registered annually with the city.

D. Each guard dog shall have an implanted EAID readable by the city's equipment.

E. The escape or disappearance of a guard dog shall, in the interest of public safety, be reported immediately to the local emergency dispatch center.

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F. It shall be a condition of registration that animal control officers shall at any reasonable time, unannounced, have the right to enter the premises and inspect all animal health records, dogs, and kennels housing guard dogs and other premises where such dogs are kept. Refusal to allow inspection shall be prima facie evidence of a violation of this chapter.

G. The vehicle of every guard dog service transporting any guard dog must be clearly marked, showing that it is transporting an aggressive dog. A compartment separate from the driver is required and shall be arranged to ensure maximum ventilation for the animal. No guard dog shall be transported in the trunk of a car or on an open bed truck.

H. Each business which hires or uses a guard dog to patrol the premises after business hours shall provide adequate fencing or some other confining structure to keep the guard dog within the enclosed area.

I. Each business which hires or uses a guard dog that is present during business hours shall have the dog confined in such a manner so as not to pose a danger to the public. Confinement shall, at a minimum, prevent deliberate or inadvertent physical contact by the public.

J. At each entry point and at each 50-foot interval along the fence perimeter, if applicable, a sign shall be posted including the words "Guard Dog" in three inch letters. All entry points shall be double-gated.

K. Entry points shall have a sign posted with the telephone number of the dog's handler and/or owner in case of an emergency.

L. Dogs used for guarding businesses shall be given a humane existence, including adequate shelter, food, water, sanitation and exercise. Dogs confined to a cage or kennel shall be able to stand freely and turn without restriction and shall be permitted daily exercise for an appropriate length of time, as determined by their size and age in a yard or other area suitable for that purpose.

M. No dog which has been declared a dangerous dog by the city shall be used as a guard dog.

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6.08.110 Dog at large—Parks.

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

6.08.120 Unlawful tethering.

- A. Any animal that is restrained by a tether must be restrained in compliance with this section.
- B. If chain is used for tethering, it must have links of five-sixteenths of an inch or smaller.
- C. The use of chains or choke chains as collars is prohibited. This subsection does not apply to choke chains used for training purposes when a person is present at all times and actively engaged in training the animal.
- D. Any tether must be connected to a collar or harness on a swivel or in a manner that prevents the tether from tangling.
- E. The tether may be connected to the animal only by a buckle-type or snap-on collar or a body harness made of nylon or leather. Any collar or harness must fit the animal properly.
- F. Any tether must be at least ten feet in length, and the animal must have access to clean water and adequate shelter while tethered. The shelter and water vessel must be constructed or attached in such a way that the animal cannot knock over the shelter or water vessel.
- G. If there are multiple animals tethered, each animal must be on a separate tether and not secured to the same fixed point.
- H. It is a violation:
 - 1. To tether any animal in such a manner as to permit the animal to leave the owner's property;
 - 2. To tether any animal in such a manner that allows the animal to be within ten feet of any public right-of-way;
 - 3. To tether any animal in such a manner that the animal can become entangled with any obstruction or any other tethered animal or be able to partially or totally jump over any fence;
 - 4. To tether any animal in a manner that prevents it from lying, sitting, and standing comfortably, and without the restraint becoming taut;

5. To tether any animal that is sick, injured, or in distress, in the advanced stages of pregnancy, or under six months of age;
6. To tether any animal during any severe weather advisories, warnings, or emergencies that have been issued or declared by the National Weather Service for the location at which the animal is tethered, unless the animal is provided with natural or manmade shelter that is adequate to keep it safe, dry, and protected under such conditions;
7. To tether any animal in a manner that results in the animal being left in unsafe or unsanitary conditions, or that forces the animal to stand, sit, or lie down in its own excrement or urine; or otherwise endangers the health or safety of the animal;
8. To tether any animal between the hours of eleven p.m. and five a.m.

6.08.130 Animal entering places where food is stored, served or prepared.

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

6.08.140 Animal noise control.

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

6.08.145 Household pets—Maximum number kept.

No person shall own or keep within the city limits of Sedro-Woolley more than three dogs of licensing age. This limit shall not include suckling young.

Any person intending to keep more than three dogs of licensing age as referred to in this chapter shall do so only as a properly licensed kennel or veterinary clinic.

In addition to pet limitations outlined in this section, any persons due to unforeseen or emergency circumstances may temporarily shelter a total of two additional dogs in any combination for a period not to exceed six months. Such animals shall be disclosed to the animal control officer.

6.08.150 Dog chasing vehicles.

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

6.08.160 Injuring animal with vehicle.

No person shall willfully injure, beat, abuse or run down any animal with a vehicle. Any person who kills or injures an animal while driving a vehicle shall stop at the scene of the accident and render such assistance as practicable, shall make a reasonable effort to locate and identify himself to the owner or any person having custody of the animal, and shall report the accident immediately to the police department.

6.08.170 Cruelty to animals.

It is unlawful for any person within the city to intentionally, knowingly, recklessly or with criminal negligence commit, singly or together, any of the following acts or omissions, or to aid

or abet another person in the commission of such acts or omissions, which are deemed to constitute cruel treatment of animals:

A. To cause or allow any animal to endure pain, suffering, or injury or to fail or neglect to aid or attempt to alleviate pain, suffering, or injury which the person has caused to any animal. Such aid shall include provision of needed veterinary care;

B. To fail to provide minimum care to any animal within the person's care, custody or control; for the purpose of this section, "minimum care" means care sufficient to preserve the health and well-being of an animal and, except for emergencies or circumstances beyond the reasonable control of the owner or keeper, includes, but is not limited to, the following requirements:

1. In each period of twenty-four consecutive hours, to provide food of sufficient quantity and quality to allow for normal growth or maintenance of body weight;
2. In each of twenty-four consecutive hours, to provide open or adequate access to potable water in sufficient quantity to satisfy the animal's needs. Neither ice nor snow is an adequate water source;
3. In the case of domestic animals, to provide a barn, dog house or other enclosed structure sufficient to protect the animal from wind, rain, snow or sun, and which has adequate bedding to protect against cold or dampness;
4. To provide veterinary care deemed necessary by a reasonably prudent person to relieve distress from injury, neglect or disease;
5. No domestic animal shall be confined to an area without adequate space for exercise necessary for the health of the animal or which does not allow access to a dry place for the animal to rest. The air temperature in a confinement area must be suitable for the animal involved. Confinement areas must be kept reasonably clean and free from excess mud, waste or other contaminants which could affect the animal's health;

C. To tether, confine or restrain any animal in such a way as to permit said animal to become frequently entangled in such tether, or to render such animal incapable of consuming food or water or of using shelter provided for it, while at the same time allowing adequate space for freedom of movement;

D. To abandon any animal by dropping off or leaving such animal on a street, road or highway, or in a public place, or on the private property of another person;

E. To confine an animal within or on a motor vehicle or other structure or enclosure at any location when unattended and under such circumstances as may endanger the health and well-being of the animal. Such conditions include, but are not limited to, dangerous temperature, lack of food or water, and confinement with a vicious animal;

F. To transport or confine any living animal on the outside part of a motor vehicle except where attached to the vehicle by a suitable harness, leash, cage or other enclosure that protects the animal from falling or being thrown therefrom and which prevents the animal from leaving the vehicle while unattended. The outer part of the vehicle includes the running board, fender or

hood of any motor vehicle or the flat bed of a truck and/or the open portion (bed) of a pickup truck;

G. To place any food, drink or other substance of any description containing poisonous or other injurious ingredients in any area reasonably likely to be accessible to domestic animals. Care shall be taken to avoid open containers or spills of antifreeze or other toxic substances;

H. To knowingly and intentionally, whether for amusement of self or others, or for financial gain, cause any animal to fight or injure any other animal, cause it to be fought or be injured by any animal or to train or keep for the purpose of training any animal with the intent that the animal shall be exhibited combatively with any other animal. Anyone who permits such conduct on premises under that person's control and any person present as a spectator at that exhibition shall be considered a violator of this subsection;

I. To abandon or transfer to another person by gift, sale or exchange for consideration any animal in or upon any sidewalk, street, alley, lane, public right-of-way, park or any other public property except when the transfer takes place at a sale conducted by a public body or public officer, when the transfer takes place at an animal show or exhibition conducted by or for persons who regularly engage in the practice of breeding animals for show or exhibition, or when one of the parties to the transfer is a member of an animal welfare organization and is acting on behalf of the animal welfare organization.

Violation of any of the provisions of this section under circumstances not amounting to animal cruelty in the first degree (RCW 16.52.205) shall constitute a misdemeanor, and may be punished by the laws of the state and Section 1.20.010.

~~In any prosecution of animal cruelty other than in the first degree, it shall be an affirmative defense, if established by the defendant by a preponderance of the evidence, that the defendant's failure was due to economic distress beyond the defendant's control.~~

6.08.180 Found stray animal.

~~It is the duty of any person who takes a stray animal, as defined in this chapter, into his or her possession to notify the city animal control authority at once, and to release such animal to said authority upon demand and without charge.~~

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6.08.200 Impoundment procedure—Generally.

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

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1. Dog at Large—Failure to Restrain. When a dog is off the premises of its owner or keeper and not under the control of its owner, keeper or other authorized person; this prohibition shall not apply to areas designated by the city for off leash training or exercise; or
2. Dog at Large—Trespass. If any dog, licensed or not, is on public property or the private property of another, and the caretaker or said private property owner requests that the dog be removed; provided, that the owner or keeper of the dog(s) cannot be located in a timely manner or is unknown; or

3. Dog at Large. When any dog, licensed or unlicensed, is found wandering and off the owner's property, whether or not the identity of the owner is known; or
4. Dog at Large and Found by Citizen. When a dog is brought to the animal control authority by a private citizen who has found the dog; or
5. Dog in Violation of Declared Restrictions. When a dog has been declared potentially dangerous or dangerous pursuant to this chapter and/or state law, and the dog is at large, or has otherwise violated the restrictions placed upon it; or
6. Cruelty or Neglect. When any animal has been subjected to neglectful or cruel treatment as defined by Chapter 16.52 RCW and/or the provisions of this title; provided, that removal is necessary for the immediate safety and well-being of the animal; or
7. Owner Emergency. When the animal's owner or keeper is incapable or unable to continue to care for it because of incarceration, severe illness, death, house fire or other emergency circumstances and an agent for the owner cannot be readily located; or
8. Owner Unable to Safely Quarantine. When a dog, cat or ferret has bitten a person, breaking or puncturing the skin, and the owner and/or keeper is unable, incapable or unwilling to provide the ten-day quarantine requirements; if such an animal is found at large the owner will be deemed unable to quarantine and the animal can be impounded.

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

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

6.08.210 Impoundment—Entry of premises.

An animal control official, or other law enforcement officer, in hot pursuit of a dog known to be dangerous or potentially dangerous, or reasonably suspected of being dangerous to persons other than wrongful trespassers upon his owner's premises, may enter the premises of the owner and demand possession of such dog. If, after request therefor, the owner or keeper of the dog shall refuse to deliver the dog to the official and the official cannot with reasonable safety catch the animal, the official may cause it to be killed, provided, such official shall not enter the residence of the owner without permission or a warrant.

6.08.220 Impoundment—Fees.

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

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

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

6.08.230 Impoundment—Redemption—Disposition.

A. The owner of any animal impounded pursuant to the provisions of this chapter may redeem the animal according to the procedures set out in this chapter; provided, that subject to the appeal procedures of this chapter, redemption may be denied to an owner who has cruelly treated an animal as defined in this chapter; and provided, that such owner file an appeal from a denial of redemption with the municipal court before closure of such office on the seventh business day following service of the notice of the denial. If service by mail, service shall be deemed complete upon the third business day following the day upon which notice is placed in the mail.

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

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

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

E. Adjudication of Grievances. Any owner or keeper aggrieved as the result of an impoundment, condition for redemption, or deprivation pursuant to the provisions of this chapter may request a hearing before the municipal court judge to determine the justification of such classification, or the requirements imposed as a condition of redeeming the animal, per impoundment, or any determination, that the animal has been cruelly treated, neglected or abandoned. In the event the court confirms the classification and/or requirements, or determination that the animal has been cruelly treated, neglected or abandoned, the owner or keeper shall pay the costs of such hearing including the filing fee and the fees for witnesses called in support of the official action. Said hearing must be requested to the court no later than forty-eight hours, not including Saturdays, Sundays or legal holidays, from the date of the

impoundment, or five business days from the date of any notice of conditions for redemption or deprivation.

6.08.240 Unable to safely impound.

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

6.08.250 Control of rabid or potentially rabid cats, dogs, and ferrets.

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

A. Ten-Day Quarantine Mandatory. A cat, dog, or ferret dog which may transmit disease through its bite, which bites and breaks the skin of any person, shall be quarantined for a ten-day period to determine if the animal is infected with a disease. The place of quarantine shall be established by the animal control authority, and the animal control authority may, in its discretion, allow the owner and/or keeper of the animal to maintain the quarantine.

B. Quarantine Procedure.

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

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

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

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

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

6.08.300 Infractions—Penalty.

A violation of any of the provisions of this chapter shall constitute a civil infraction and shall subject the violator to a civil penalty not to exceed one hundred fifty dollars, and upon a fourth violation, a civil penalty of one hundred fifty dollars plus forfeiture of the dog causing the violation.

6.08.310 Misdemeanors—Penalty.

Any violation of the following provisions shall constitute a misdemeanor and shall be punishable by the laws of the state and Section 1.20.010:

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

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

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

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

E. It is unlawful for any person to knowingly, recklessly, or with criminal negligence inflict unnecessary suffering or pain upon an animal.

In addition to any civil penalty or criminal sentence as provided by this chapter, the owner of the animal, whether the animal is licensed or not, shall be liable for actual expenses for boarding the animal, including any reasonable charges by the impounding authority, and if necessary, for the cost of its destruction.

EXHIBIT C

Chapter 6.20

KEEPING OF ANIMALS

Sections:

- 6.20.010 Keeping of animals.
- 6.20.020 Small animals.
- 6.20.030 Chickens and ducks.
- 6.20.040 Beekeeping.
- 6.20.050 Performance criteria.
- 6.20.060 Compliance—Violations—Appeals.

6.20.010 Keeping of animals.

The keeping of small animals, ~~ehiekenshens~~, ducks and bees outdoors is permitted outright in all zones as an accessory use to any principal use permitted outright or to a permitted conditional use, in each case subject to the standards of this chapter. This chapter shall not apply to the keeping of common household pets (dogs, cats, rodents, reptiles) or other pets that are primarily kept indoors.

6.20.020 Small animals.

Up to three small animals (guinea pigs, rabbits and other similar, non-hoofed small animals kept outdoors) may be kept accessory to each dwelling unit on a lot, except as follows:

- A. Up to four small animals are permitted on lots in single-family zones of at least twenty thousand square feet;
- B. One additional small animal is permitted for each five thousand square feet of lot area in excess of twenty thousand square feet in single-family zones;
- C. Nursing offspring may be kept until weaned, no longer than twelve weeks from birth, without violating the limitations of this section.

6.20.030 ~~Chiekens Hens~~ and ducks.

Up to three ~~ehiekens-hens~~ or three ducks may be kept on any lot in addition to the small animals permitted in Section 6.20.020. For each one thousand square feet of lot area in excess of the minimum lot area required for the zone or, if there is no minimum lot area, for each one thousand square feet of lot area in excess of five thousand square feet, one additional ~~ehieken-hen~~ or duck may be kept. The keeping of roosters is prohibited.

6.20.040 Beekeeping.

Beekeeping is permitted outright as an accessory use, when registered with the State Department of Agriculture; provided, that:

- A. No more than two hives, each with only one swarm, shall be kept on lots of less than ten thousand square feet.

B. Hives shall not be located within twenty-five feet of any lot line except:

1. When situated eight feet or more above the grade immediately adjacent to the grade of the lot on which the hives are located; or
2. When situated less than eight feet above the adjacent existing lot grade, the hives must be kept behind a solid fence or hedge six feet high parallel to any property line within twenty-five feet of a hive and extending at least twenty feet beyond the hive in both directions; or
3. When situated less than eight feet above the adjacent existing lot grade, the hives must be enclosed by a solid fence six feet high so as to force the bee to enter and exit the hive area at a height that will not interfere with the passers-by.

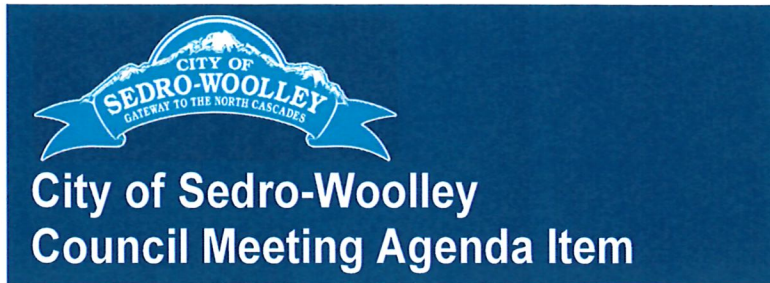
6.20.050 Performance criteria.

The keeping of animals regulated by this chapter is allowed, provided all of the following criteria are met:

- A. A contiguous fenced area shall be available for domestic fowl.
- B. Sheds, shelters or pens shall not be closer than twenty-five feet to the front property line and ten feet from side and rear property lines.
- C. Sheds or shelters shall be kept free from rodents and shall be bedded as necessary with a fresh covering of straw, wood shavings or corn cobs.
- D. Feed shall be kept in a rodent proof container and spillage and leftovers from feedings shall be removed and disposed of to prevent flies, rodents, and odors.
- E. In order to prevent insect and odor problems, manure must be collected on a regular basis at least once per week and placed in concrete or metal fly-proof containers. Manure must be removed from the premises at least once a week or spread as fertilizer upon cultivated ground or lawns unless the city determines that use as fertilizer causes insect or odor problems.
- F. Pen fences, corral fences or similar enclosures must be of sufficient height and strength to retain animals.
- G. The keeping of animals shall conform to all regulations of local and state health authorities.
- H. The area shall be landscaped to harmonize with the surrounding semi-rural residential character.
- I. Animals shall not be kept within fifty feet of any stream or water body, wetland, or environmentally sensitive area, and fencing shall be provided to prohibit animal access to these areas.
- J. Sanitary surfacing, such as wood chips, sand or gravel shall be placed on wet or muddy portions of the property used by animals.
- K. Upon reasonable request, properties housing animals shall be subject to inspection by the city or other local and state health authorities.

6.20.060 Compliance—Violations—Appeals.

Nothing in this chapter excuses compliance with other titles and chapters of the Sedro-Woolley Municipal Code including but not limited to Chapters 8.16 and 15.04, which address conditions that create nuisances and maintenance requirements. In addition to the enforcement provisions in Chapters 8.16 and 15.04, and upon a finding by either the city's enforcement officer or building official that animals are contributing to violations under either of those chapters, either the city's enforcement officer or building official shall have the authority to order the property owner to reduce or eliminate the number of animals kept on that property. Appeals of such an order shall be filed and processed in accordance with SWMC 18.15.040. ~~must be filed within fourteen days of the date of the order in writing to the city clerk's office. Appeals are heard by the city council. The city council's action is final.~~



Agenda Item No. m-2

Date: March 10, 2021

Subject: Recycling Program

Review & Recommendation

New Business

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

RECOMMENDED ACTION:

No action required at this time.

ISSUE:

Should the Solid Waste Recycle Program be retained, modified or terminated due to the apparent collapse of the recyclables market?

BACKGROUND / SUMMARY INFORMATION:

Council requested a review of the Solid Waste Recycling Program in light of the apparent collapse of markets for recyclable products.

At the present time, the city pays the recycler to take recyclable products, with disposal rates increasing yearly. The present Sedro-Woolley Program is solvent, and recycle rates reflects the cost of recyclable disposal and handling. Rates are reviewed on an annual basis and adjusted to maintain a positive cash flow.

Solid Waste Supervisor Leo Jacobs provided the attached review and recommendation for review by the Council Utility Committee at the February 10, 2021 Utility Committee meeting. Supervisor Jacobs compared area programs trends and costs. He also reviewed several options going forward, ranging from slight modification to elimination of the program.

He noted the years of work invested by the city in developing the program, and the success in terms of recyclable program use by the public. Program use continues to increase annually.

His recommendation is that the program be retained and modified slightly to improve revenue and reduce costs. He cautioned that suspension or elimination of the program would make it very difficult to restart if markets improve in the future. Given environmental trends at the national level, recycling could in the future become a requirement rather than an option.

His specific recommendation is that the existing program continue with minor modifications, including:

2021 - Discontinue collection of glass recyclables, or restrict glass recycling to the Recycle Center

2022 – Begin charging for additional recycle containers.

The Utility Committee requested that this information be shared with the full council at a subsequent council work session.

FISCAL IMPACT, IF APPROPRIATE:

2021 – Minor impact; not discernable at this time

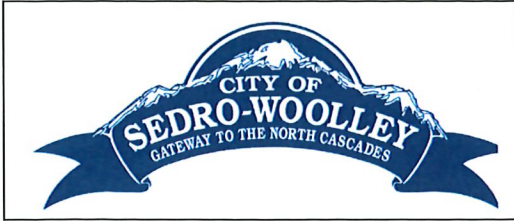
2022 – Additional containers - approximately 600 x 1 ea x \$4.91/each x 12 mo =
\$35,352 additional annual

Total Additional Revenue 2021/2022 **\$ 35,352/yr**

Public Works will continue to monitor revenue and costs for the Recycle Program, and adjust the Recycle cart charge as needed to maintain a positive cash flow.

ATTACHMENTS

1. Solid Waste Supervisor Leo Jacobs memorandum dated February 17, 2021
2. Historical Record of Solid Waste Accounts 2008-2020



City of Sedro-Woolley
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0733

Leo Jacobs
Solid Waste Supervisor

FINAL

February 17, 2021

Mark,

As I have made you aware, world recycling markets have undergone significant changes in recent months with the collapse of the China market and other outfall from that situation. This is affecting us here in the City of Sedro Woolley with increased disposal costs for recyclables. In addition, we are seeing higher recycling rates by our customers. These impacts are being experienced by our sister agencies as well.

Following are six points regarding this situation that I am providing as a starting point for council consideration:

- 1) Should we maintain the Recycling Program and pass on the increased costs on to the rate payers?
- 2) Should we modify or hybrid the program to make it an optional service (similar to the optional Yard/Food Waste program)?
- 3) Should we discontinue Recycle curbside pickup and direct rate payers to the city recycling drop off center?
- 4) Should we suspend the Recycle program altogether and handle all waste disposable, sending it to the landfill, till recycling markets recover.
- 5) Should we modify the Recycle program to only take paper products?

Detailed discussion:

- 1) **Keep the Recycling Program and pass on the cost to the rate payers:** Most of the cities and other jurisdictions are keeping their programs even as the processing rates for recycling the products continues to go up. Other Cities have been in contracts since before the recycling market crash, so they have not been hit with the increases we have been. Some however (like Mount Vernon) are starting to see big increases from their solid waste contractor. Sedro-Woolley's tipping rates are now at \$168.33 per ton. We pick up about 800 tons per year of Recyclables. Our 2021 rate is \$4.94 per unit, up from \$3.49 in 2020. We can always evaluate any part of the recycling programs from year to year and if we need any changes we can adjust it as necessary. One revenue producing option is to bill for each Recycle cart furnished. Our current practice is to furnish one or more Recycle cart per customer (if they request more than one) for the basic Recycle fee. We have about 600 customers that have at least one additional recycling cart and many that have three or more recycling carts. Charging for each cart furnished will increase revenue and offset some of the cost of the service. This may however result in increased waste disposal as customers limit their carts for cost purposes.
- 2) **Modify or hybrid the program to make it an optional service (such as the Yard/Food Waste program):** This program could be modified to be an optional service that the subscribers would pay for. Anyone may subscribe to the service if they want to. **Pros;** it will save some rate payers money, if they have very little or no recycling. The apartment complexes could opt out and save monies for their tenants. **Cons;** we may have to purchase a software program to keep track of the accounts in our trucks, for instance who is signed up and who is not. Stopping and starting services will be demanding on our delivery staff and the billing staff. The price point for this user group may be higher depending on how many subscribers use it. People may opt to put their recycling in the garbage and send it to the landfill. We may need to purchase larger and more containers to accommodate the increase in garbage stream.

- 3) **Direct rate payers to recycling drop off centers:** An idea is to let rate payers opt out of the program and we can direct those people to the city or commercial drop off station(s). Customers would have to follow the rules of separation of their materials at the site they choose to use. We are currently getting some value for some of our products. Cardboard, metal & aluminum for instance is paying us \$20-\$70.00 per ton. Other recyclables are a net loss including mixed paper, glass, and mixed plastics. **Pros;** it will save some rate payers money. **Cons;** we may need to increase staff at our recycling site to help with influx of more recycling.
- 4) **Suspend or discontinue the program until recycling markets recover:** We could opt to put the recycling in the garbage stream. **Pros;** it will save some people money if they are not producing or have very little recycling. **Cons;** the 800 plus tons of recycling has to go somewhere. If it goes into the garbage stream it will cost those people more, because those people will have to do something with their extra materials. 95% of households have 68 gallons of recycling that we pick up 2 times per month. That would have to go into the garbage system so rate payers will have to get bigger garbage containers. For instance, if you have a 32 gallon now you will have to get a 96 gallon to fit all your recyclables. We would have to purchase either more lids or more containers to accommodate this change. We have at least 600 rate payers that have more than one 68-gallon recycling container. The additional solid waste disposal would require us to add an additional residential garbage route, for which we would repurpose the present recycling truck and driver. **If we do suspend or discontinue the program and the markets come back, it may be extremely hard if not impossible to revive the program.**
- 5) **Modify to only take paper products:** We could potentially modify the program to only take paper products. With this change we could work with Skagit River Steel and Recycling to take those products for market rates. Rates for 2020 have been around \$60.00 per ton (our cost to dispose at the Recycle center). This is still lower cost of disposing solid waste at the County transfer station at \$102 per ton. Paper is the heaviest of the recycling products. This may also benefit the city as Skagit River Steel is in Burlington and a shorter trip than the County site, which would save us at least 1 hour per day for staff and truck time. If we went this way, we could direct all other recyclables to drop off sites like ours, or customers could dispose recyclables as trash. This would require lots of training and educational information to get to the customers. This option would likely take about 4- 6 months to be fully operational. **Pros** we could save money and keep our rates lower by doing this. **Cons;** we would need to add staff to our recycling yard to help with the influx of people and materials. **Rate payers may choose to throw there recycling in the trash, which would increase our tipping fee and trucking costs.**

For every action we have a reaction in all these scenarios, except if we continue the recycling program. No matter how we slice it up we have about 800 tons of recycling material per year to go somewhere.

My recommendation: Continue the program as is and make some minor modifications such as remove glass from the recycling program in 2021. In 2022 I would recommend to have any rate payer that has additional recycling carts above one pay for those additional carts.

We have about 600 customers that have, at least one additional recycling cart and many that have three or more recycling carts. As with any service they should pay for their level of service. In regards to glass removal. It has been recommended by the state of Washington to help clean up the curbside recycling stream and it could help us make our product more attractive to other recycling processors in the future. The City of Tacoma has recently taken glass out of their recycling stream. If we move forward we can provide drop off locations for citizens to drop off their glass besides the one at our recycling yard.

1/17/2020			
Rates comparison			Notes
	Recycling	Yard waste	
Anacortes	\$11.50	\$14.05	Anacortes is weekly recycling service Est of EOW \$7.02
Mount Vernon	\$5.92	\$12.69	Mount Vernon has just recently signed a contract for curbside recycling, it is estimated that their rates could be as high as \$10-\$12 per household, begging of May of 2021
Burlington	\$4.03	\$10.51	
Skagit County	\$11.32	\$10.90	
Sedro Woolley	\$3.49	\$11.60	For 2021 we have increased the recycling rate to \$4.91 and Yard Waste to \$12.26 (20 gallon can), total \$17.17.

What are other cities doing with their recycling?

After contacting several of the local cities, they are all keeping their recycling programs and no one indicated any change in the near future. Anacortes said they have a 6-year contract and will honor that contract. WM continues to request price increases.

City of Burlington has been getting requests from WM for an .80 cents increase per residential account, their contract is up in 2022 and they expect to see a much higher price.

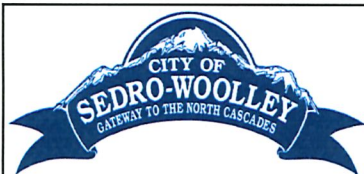
City of Mount Vernon has just renewed their contract and have another 5-7 years no change in their recycling programs but their price has gone up estimated at \$10- \$12 per cart, per rate payer.

Growth Note:

Solid Waste continues to see pressure from residential growth and with the new developments being built and new proposed ones coming into the city. At any given time, there's a possibility of a couple hundred lots open for building in the next 2 plus years. Our residential trucks are at capacity and with this increased growth we will need to add a new driver as soon as early 2022 and a new or used truck by 2023 or 2024, to accommodate this growth.

Even with the added driver and the added truck we will very likely need to move to a 5-day residential pick up schedule with garbage and recycling.

**CITY OF SEDRO-WOOLLEY
SOLID WASTE CUSTOMER BREAKDOWN**



**Fund 412 Solid Waste - Account
Record 2008-2020**

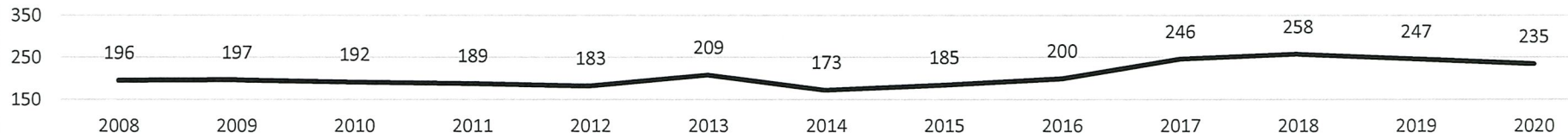
3/4/2021

Year	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Curbside Residential Garbage and Recycling Accounts	3044	3059	2997	3053	3052	3251	3220	3350	3406	3500	3554	3715	3757
Commercial Toters Garbage	92	84	92	93	86	111	99	150	107	109	120	114	115
Commercial Dumpsters Garbage	196	197	192	189	183	209	173	185	200	246	258	247	235
Roll-Off All Services	4	6	5	5	12	7	8	12	14	20	22	21	21
Curbside YW								950	1001	1114	1325	1339	1440
Commercial Recycling All Services								30	60	80	150	95	94

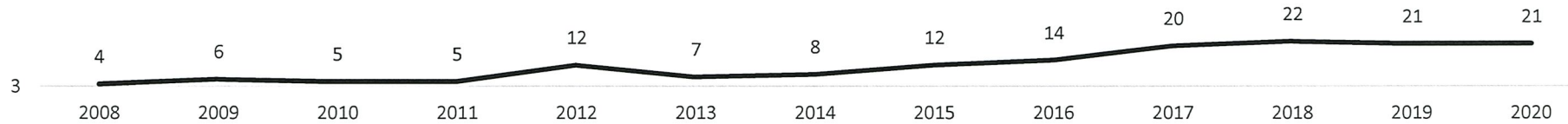


CITY OF SEDRO-WOOLLEY SOLID WASTE CUSTOMER BREAKDOWN

Commercial Dumpsters Garbage



Roll-Off All Services



Curbside YW



Commercial Recycling All Services



City of Sedro-Woolley Fire Department

Monthly Incident Data

FEBRUARY 2021

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 10 2021

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

EMERGENCY RESPONSES	TOTALS
FALSE ALARM (FALSE CALLS)	4
FIRE	5
GOOD INTENT CALLS	30
HAZARDOUS CONDITIONS (NO FIRE)	6
RESCUE & EMERGENCY MEDICAL INCIDENTS	199
SERVICE CALLS	1
SPECIAL INCIDENT TYPE	5
TOTAL	250
TOTAL RESPONSES 2021	509
TRANSPORTS FOR THE MONTH	TOTALS
ISLAND HOSPITAL	0
PEACEHEALTH UNITED GENERAL MEDICAL CENTER	92
SKAGIT VALLEY HOSPITAL	26
St Josephs Bellingham	0
AIRLIFT NW/LIFEFLIGHT	0
Total Month	118
Total Transports for 2021	238
LOCATION / ZONE # INCIDENTS	TOTALS
Anacortes-City of Anacortes	0
Burlington- City of Burlington	5
Town of Concrete	3
Darrington	0
Fire District 2- McLean	0
Fire District 3- Conway/Cedardale	0
Fire District 4- Clear Lake	6
Fire District 5- Allen/Edison/Bow	1
Fire District 6- Bayridge	9
Fire District 7- Lake McMurray	0
Fire District 8E- Outside of City Limits East D8	10
Fire District 8N- Outside of City Limits North D8	17
Fire District 8S- Outside of City Limits South D8	39
Fire District 9- Big Lake	0
Fire District 10- Birdsvie	6
Fire District 11- Mt Erie	0
Fire District 12-Bayview	0
Fire District 13- Hope Island	0
Fire District 14- Alger	2
Fire District 15- Lake Cavanaugh	0
Fire District 16- Day Creek	5
Fire District 19- Marblemount	1
Hamilton- Town of Hamilton	1
LaConner- Town of	0
MV- City of Mount Vernon	7
Newhalem	0
SW- Inside the City of Limits of Sedro-Woolley	138
MONTHLY TOTAL:	250
MUTUAL AID	TOTALS
Given	3
Received	0