

Next Ord: 2002-21
Next Res: 1084-21

CITY COUNCIL AGENDA
November 23, 2021
6:00 PM
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**

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 Regular City Council Meeting held on November 10, 2021
- 2. Finance - Claims Checks and Payroll Checks
- 3. Professional Services Agreement: J&J Hanson Consulting, LLC
- 4. Interlocal Agreement - FEMA Assistance to Firefighters Grant
- 5. Ordinance No. 1996-21 SWMC Amendment adopting Title 9 RCW
- 6. Resolution No. 1077-21 Municipal Court Services Agreement
- 7. Confirmation of Mayoral Reappointment Of Reta Stephenson to the Sedro-Woolley Housing Authority Commission.

f. Introduction of Special Guests and Presentations:

- 1. Swearing in of previously appointed City Councilmembers who have been elected to new terms beginning 1/1/2022.
- 2. Presentation and Update on Skagit First Step Center - Tina Tate

g. Staff Reports

h. Councilmember and Mayor's Report

i. Proclamation(s)

j. Public Comments

Written comments or questions will be accepted by letter or via email at finance@sedro-woolley.gov

k. Public Hearing(s)

- 1. Public Hearing and 2nd Read: Utility Rate Ordinances for 2022
- 2. Public Hearing on Proposed 60-acre Annexation Submitted by Laura Hanson and Possible Adoption of Resolution 1082-21

l. Unfinished Business

m. New Business

- 1. Closed Session Discussion and Request for Approval of the 2022-2023 AFSCME Collective Bargaining Agreement

2. 1st Read - Ordinance No. 2000-21 Amendment to SWMC Chapters 2.12 City Attorney and City Prosecutor
3. 1st Read - Ordinance No. 2001-21 PSE Franchise Agreement Renewal
4. 1st Read: Resolution No. 1080-21 Surplus of fire department equipment
5. Resolution 1083-21 Ratifying the November 17, 2021 Proclamation of Emergency.

n. Information Only Items- Purchased Services Agreement NO. 2021-PS-33

1. Purchased Services Agreement NO. 2021-PS-33

o. Good of the Order

p. Executive Session

q. Adjournment

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

Next Meeting(s) December 1st, 2021

The City of Sedro-Woolley assures that no person shall on the grounds of race, color, national origin, sex, age, disability, income, or Limited English Proficiency (LEP) as provided by Title VI of the Civil Right Act of 1964, Title II of the American with Disabilities Act of 1990, and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City of Sedro-Woolley sponsored program or activity. The City of Sedro-Woolley will make every effort to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

Topic: Sedro-Woolley City Council Meeting

Join Zoom Meeting

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

Meeting ID: 917 8685 0179

Passcode: 091845

OR One tap mobile

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

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

OR Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 917 8685 0179

Passcode: 091845



Agenda
Item No.

Date:

Subject:

November 23, 2021

Minutes from Regular City Council
Meeting held on November 10, 2021

FROM:

Debbie Burton, Finance Director

RECOMMENDED ACTION:

For review only.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. City Council Minutes 11-10-2021

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
November 10, 2021– 6:00 P.M.

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, Councilmember Kevin Loy, Councilmember Brendan McGoffin, Councilmember JoEllen Kesti, Councilmember Sarah Diamond, Councilmember Chuck Owen, and Councilmember Karl deJong. Absent at rollcall: Councilmember Glenn Allen, but arrived at 6:06 P.M.

Approval of Agenda

Motion made by Councilmember Kesti, seconded by Councilmember Owen to approve the agenda. Motion carried (6-0).

Consent Agenda

1. Minutes from Regular City Council Meeting held October 27, 2021
2. Minutes from Study Session held on November 3, 2021
3. Finance - Claims Checks and Payroll Checks
4. Possible Contract Award - Lenz Enterprises
5. Final Acceptance - Contract 2020-PW- 03 2020 WWTP Electrical Improvements Project
6. Possible Bid Award - SR20/SR9-Township Intersection Improvements Project
7. Ordinance No. 1995-21 Establishment of a Salary Commission

Motion made by Councilmember de Jong, seconded by Councilmember McGoffin to approve the consent agenda. Motion carried (6-0).

Introduction of Special Guests and Presentations

Staff Reports

Fire Chief Frank Wagner, Police Chief Lin Tucker, Planning Director John Coleman, IT Director Bill Chambers, Finance Director Debbie Burton, City Attorney Nikki Thompson, and City Administrator Charlie Bush, City Supervisor Doug Merriman gave updates for each of their respective departments.

Councilmember and Mayor's Reports

Councilmembers spoke of upcoming weather concerns including the atmospheric river coming tomorrow, a state softball tournament, community CPR training in light of COVID numbers and the diversions at local hospitals. Many councilmembers thanked local veterans for their service and spoke of local traffic concerns at schools. Councilmember Diamond made a motion that was seconded by Councilmember McGoffin to excuse Councilmember deJong from the November 23, 2021 City

Council Meeting. Motion carried (6-0). Mayor Johnson thanked Councilmember Loy for his service to the community, also the Veteran's that have served their community and our country. November 23rd from 10am to 1pm, there will be a farewell reception for Doug Merriman, who will be retiring. Also spoke of a runner from Sedro-Woolley who helped raise \$130,000 for Camp Korey while completing the New York City Marathon. Shayla Driscoll from Sedro-Woolley and Katie Rhoden from Mount Vernon raised those funds for Camp Korey.

Public Comments

6:37 P.M.— Mayor Johnson opened the meeting for Public Comments.

6:38 P.M.— Public comments closed by Mayor Johnson.

Public Hearing(s)

1. 2nd Read - Ordinance 1993-21: Franchise Renewal with Comcast Cable Communications Management, LLC Motion made by de Jong, seconded by McGoffin. Motion carried (7-0)
2. 2nd Read - 2022 Property Tax Levy. A public hearing was held. After some discussion, Councilmember Kesti made a motion to adopt Ordinance 1994-21 including a 1% Increase in the Property Tax levy. Councilmember Owen seconded the motion. Motion failed (3-4). Second Motion made by Councilmember Allen and seconded by Councilmember Owen to adopt a 0% increase in 2022 Property Tax Levy in Ordinance 1994-21. Motion carried (4-3).

New Business

1. 1st Read: Utility Rate Ordinances for 2022
2. 1st Read - Resolution No. 1077-21 Appointment of Municipal Court Judge and Services Agreement (Exhibit A)
3. 1st Read - Ordinance 1996-21 SWMC Amendment adopting Title 9 RCW

Information Only Items

1. Monthly Fire Department Data
2. Letter from Chamber of Commerce - request for assistance

Executive Session

Adjournment

The meeting adjourned at 7:27 P.M.

ATTEST:

APPROVED:



Agenda
Item No.

Date:

November 23, 2021

Subject:

Finance - Claims Checks and Payroll
Checks

FROM:

Debbie Burton, Finance Director

RECOMMENDED ACTION:

For your review.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Claims checks #196501 through #196589, plus EFT's and Payroll Checks #60530 through #60540, plus EFT's.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks and EFT's totaling \$209,876.26, Payroll Checks and EFT's totaling \$321,047.86.

ATTACHMENTS:

1. 2021-11-24 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 14:35:41 Date: 11/16/2021

11/11/2021 To: 11/30/2021

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
10310	11/22/2021	Claims	2	EFT	Public Utility Dis No1	41.45	
					101 - 576 80 47 053 - Other Utilities	41.45	
10311	11/22/2021	Claims	2	EFT	Public Utility Dis No1	340.81	
					101 - 576 80 47 000 - Riverfront	340.81	
10312	11/22/2021	Claims	2	EFT	Public Utility Dis No1	71.00	
					412 - 537 80 47 000 - Public Utilities	71.00	
10313	11/22/2021	Claims	2	EFT	Public Utility Dis No1	223.93	
					401 - 535 80 47 000 - Public Utilities	223.93	
10314	11/22/2021	Claims	2	EFT	Public Utility Dis No1	76.84	
					103 - 542 63 47 000 - Public Utilities	76.84	
10315	11/22/2021	Claims	2	EFT	Public Utility Dis No1	305.74	
					101 - 576 80 47 070 - City Hall	305.74	
10316	11/22/2021	Claims	2	EFT	Public Utility Dis No1	164.50	
					101 - 576 80 47 053 - Other Utilities	164.50	
10317	11/22/2021	Claims	2	EFT	Public Utility Dis No1	111.90	
					101 - 576 80 47 051 - Bingham / Memorial	111.90	
10318	11/22/2021	Claims	2	EFT	Public Utility Dis No1	35.61	
					101 - 576 80 47 040 - Train	35.61	
10319	11/22/2021	Claims	2	EFT	Public Utility Dis No1	32.36	
					101 - 576 80 47 070 - City Hall	32.36	
10320	11/22/2021	Claims	2	EFT	Public Utility Dis No1	100.21	
					101 - 576 80 47 050 - Hammer Square	100.21	
10321	11/22/2021	Claims	2	EFT	Public Utility Dis No1	35.61	
					401 - 535 80 47 000 - Public Utilities	35.61	
10322	11/22/2021	Claims	2	EFT	Public Utility Dis No1	35.61	
					001 - 521 20 47 000 - Public Utilities	35.61	
10323	11/22/2021	Claims	2	EFT	Public Utility Dis No1	59.31	
					401 - 535 80 47 000 - Public Utilities	59.31	
10324	11/22/2021	Claims	2	EFT	Public Utility Dis No1	59.31	
					401 - 535 80 47 000 - Public Utilities	59.31	
10325	11/22/2021	Claims	2	EFT	Public Utility Dis No1	153.05	
					101 - 576 80 47 010 - Community Center	153.05	
10326	11/22/2021	Claims	2	EFT	Public Utility Dis No1	324.17	
					101 - 576 80 47 020 - Senior Center	324.17	
10327	11/22/2021	Claims	2	EFT	Public Utility Dis No1	188.86	
					101 - 576 80 47 000 - Riverfront	188.86	
10503	11/24/2021	Claims	2	EFT	Public Utility Dis No1	71.78	
					101 - 576 80 47 053 - Other Utilities	71.78	
10504	11/24/2021	Claims	2	EFT	Public Utility Dis No1	172.55	
					001 - 522 50 47 000 - Public Utilities	172.55	
10505	11/24/2021	Claims	2	EFT	Public Utility Dis No1	71.78	
					001 - 522 50 47 000 - Public Utilities	71.78	
10506	11/24/2021	Claims	2	EFT	Public Utility Dis No1	64.72	
					001 - 522 50 47 000 - Public Utilities	64.72	
10507	11/24/2021	Claims	2	EFT	US Bank -- Purchase Cards	14,736.66	

CHECK REGISTER

City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 512 50 31 000 - Supplies				293.42	
		001 - 512 50 31 000 - Supplies				387.48	
		001 - 512 50 31 000 - Supplies				70.50	
		001 - 512 50 41 000 - Professional Services				16.26	
		001 - 513 10 41 000 - Professional Services-Other				16.26	
		001 - 513 10 41 001 - Professional Services-HR				50.00	
		001 - 513 10 41 001 - Professional Services-HR				50.00	
		001 - 514 23 31 000 - Supplies				14.95	
		001 - 514 23 31 000 - Supplies				17.37	
		001 - 514 23 31 000 - Supplies				65.63	
		001 - 514 23 31 000 - Supplies				26.95	
		001 - 514 23 31 000 - Supplies				17.29	
		001 - 514 23 31 000 - Supplies				47.74	
		001 - 514 23 41 011 - Professional Services				30.00	
		001 - 514 23 49 030 - Misc-Tuition/Registration				35.00	
		001 - 514 23 49 030 - Misc-Tuition/Registration				100.00	
		001 - 517 90 43 001 - Employee Recognition				139.30	
		001 - 517 90 43 002 - Employee Wellness (lunch & L				399.03	
		001 - 517 90 49 003 - Employee Wellness (supplies)				262.44	
		001 - 518 80 28 001 - Employee Wellness				15.08	
		001 - 518 80 35 000 - Small Tools/Minor Equip				94.51	
		001 - 518 80 41 000 - Professional Services				864.54	
		001 - 518 80 41 000 - Professional Services				2.03	
		001 - 518 80 49 000 - Software Maint & Support				32.54	
		001 - 521 20 26 000 - Uniforms/Accessories				38.99	
		001 - 521 20 31 002 - Office/Operating Supplies				43.39	
		001 - 521 20 31 002 - Office/Operating Supplies				81.63	
		001 - 521 20 31 002 - Office/Operating Supplies				15.98	
		001 - 521 20 31 002 - Office/Operating Supplies				16.28	
		001 - 521 20 31 002 - Office/Operating Supplies				21.22	
		001 - 521 20 31 002 - Office/Operating Supplies				47.16	
		001 - 521 20 31 002 - Office/Operating Supplies				8.48	
		001 - 521 20 31 002 - Office/Operating Supplies				36.23	
		001 - 521 20 31 002 - Office/Operating Supplies				94.92	
		001 - 521 20 31 002 - Office/Operating Supplies				69.44	
		001 - 521 20 31 002 - Office/Operating Supplies				29.15	
		001 - 521 20 31 002 - Office/Operating Supplies				22.79	
		001 - 521 20 31 002 - Office/Operating Supplies				81.41	
		001 - 521 20 31 002 - Office/Operating Supplies				15.08	
		001 - 521 20 31 002 - Office/Operating Supplies				116.93	
		001 - 521 20 31 002 - Office/Operating Supplies				45.19	
		001 - 521 20 31 002 - Office/Operating Supplies				40.15	
		001 - 521 20 31 002 - Office/Operating Supplies				54.34	
		001 - 521 40 43 000 - Travel				151.99	
		001 - 521 40 49 000 - Tuition/Registration				1,525.15	
		001 - 521 40 49 000 - Tuition/Registration				50.00	
		001 - 521 40 49 000 - Tuition/Registration				915.09	
		001 - 522 20 31 001 - Flags				303.44	
		001 - 522 20 35 000 - Small Tools & Minor Equip				19.84	
		001 - 522 20 35 000 - Small Tools & Minor Equip				93.30	
		001 - 522 20 35 000 - Small Tools & Minor Equip				906.00	
		001 - 522 20 41 000 - Professional Services				16.26	
		001 - 522 20 41 030 - Investigation				22.00	
		001 - 522 45 49 010 - Tuition/Registration				500.00	
		001 - 522 45 49 010 - Tuition/Registration				21.70	
		001 - 522 50 48 020 - Repair/Maint-Garage				496.24	
		001 - 524 20 31 000 - Off/Oper Supps & Books				12.07	
		401 - 535 50 48 020 - Maint Of Pumping Equip				189.26	
		401 - 535 80 43 000 - Meals/Travel				33.27	
		103 - 542 30 31 010 - Operating Supplies-Propane				79.75	
		103 - 542 30 35 000 - Small Tools/Minor Equip				434.79	
		103 - 542 30 35 010 - Safety Equipment				141.04	
		103 - 542 30 48 010 - Repair/Maintenance Equip				105.99	
		001 - 558 60 31 000 - Supplies/Books				36.22	

CHECK REGISTER

City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 558 60 41 010 - Advertising			551.32	
			001 - 558 60 41 010 - Advertising			2.41	
			001 - 558 60 42 010 - Postage			12.50	
			001 - 558 60 49 010 - Dues/Subscript/Membership			32.53	
			101 - 576 80 48 004 - Community Center			326.91	
			101 - 576 80 48 016 - City Hall			28.19	
			001 - 594 18 64 001 - Network Hardware			37.41	
			001 - 594 18 64 001 - Network Hardware			96.22	
			001 - 594 18 64 001 - Network Hardware			65.59	
			001 - 594 18 64 001 - Network Hardware			216.99	
			001 - 594 18 64 001 - Network Hardware			531.64	
			001 - 594 18 64 001 - Network Hardware			1,139.80	
			001 - 594 18 64 001 - Network Hardware			368.88	
			401 - 594 35 64 001 - Portable Equipment			1,329.53	
			001 - 595 10 49 020 - Software Licenses/Support			16.26	
10508	11/24/2021	Claims	2	EFT	WA St Dept of Revenue	18,599.14	
			425 - 531 50 44 000 - Taxes & Assessments			1,258.80	
			401 - 535 80 31 010 - Operating Supplies			53.38	
			401 - 535 80 31 010 - Operating Supplies			25.93	
			401 - 535 80 44 010 - Taxes & Assessments			6,997.20	
			102 - 536 20 44 010 - Taxes And Assessments			133.79	
			412 - 537 80 44 001 - Taxes & Assessments			9,815.12	
			101 - 576 80 44 010 - Taxes And Assessments			29.75	
			635 - 589 30 01 635 - Sales Tax Remittance			266.90	
			001 - 594 21 64 000 - Machinery & Equipment			18.27	
10509	11/24/2021	Claims	2	196501	A WorkSAFE Service, Inc.	110.00	
			001 - 514 23 41 010 - Bank Fees			55.00	
			101 - 576 80 49 020 - Misc-Dues/CDL/Background			55.00	
10510	11/24/2021	Claims	2	196502	Rick Severson, dba ATV Signs	824.60	
			001 - 595 10 31 001 - Address & Street Signs-Reimb			260.40	
			001 - 595 10 31 001 - Address & Street Signs-Reimb			564.20	
10511	11/24/2021	Claims	2	196503	AWC - Employee Benefit Trust	2,970.00	
			001 - 521 20 27 000 - Retired Medical			2,970.00	
10512	11/24/2021	Claims	2	196504	Aramark Uniform & Career Apparel Group	55.96	
			401 - 535 80 49 000 - Laundry			14.18	
			401 - 535 80 49 000 - Laundry			14.18	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
10513	11/24/2021	Claims	2	196505	Axiom Division 7 Inc.	1,095.85	
			101 - 576 80 48 016 - City Hall			1,095.85	
10514	11/24/2021	Claims	2	196506	Berg Vault Company	1,744.00	
			102 - 536 20 34 000 - Liners			1,744.00	
10515	11/24/2021	Claims	2	196507	Bonner Electrical Contracting LLC	1,254.16	
			101 - 576 80 48 016 - City Hall			1,254.16	
10516	11/24/2021	Claims	2	196508	Boulder Park Inc	6,489.11	
			401 - 535 80 35 020 - Solids Handling			6,489.11	
10517	11/24/2021	Claims	2	196509	Brown & Caldwell	1,168.90	
			401 - 594 35 63 000 - Engineering Services			1,168.90	
10518	11/24/2021	Claims	2	196510	Yazmin Camacho	1,000.00	

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City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 582 10 01 101		Community Center Deposit Re	1,000.00	
10519	11/24/2021	Claims	2	196511	C.Hlth130, dba Cardinal Health 112 LLC	7.60	
			001 - 522 21 31 000		Operating Supplies - Medical	7.60	
10520	11/24/2021	Claims	2	196512	Carletti Architects Ps	3,858.50	
			505 - 594 35 60 010		Const - WWTP Lab/Ops Bldg	1,299.50	
			505 - 594 48 60 010		Const - PW Building	2,559.00	
10521	11/24/2021	Claims	2	196513	Cascade Natural Gas Corp	1,586.57	
			001 - 521 20 47 000		Public Utilities	21.90	
			001 - 522 50 47 000		Public Utilities	58.72	
			401 - 535 80 47 000		Public Utilities	112.46	
			412 - 537 80 47 000		Public Utilities	250.10	
			103 - 542 63 47 000		Public Utilities	15.63	
			101 - 576 80 47 010		Community Center	71.31	
			101 - 576 80 47 020		Senior Center	163.80	
			101 - 576 80 47 050		Hammer Square	18.32	
			101 - 576 80 47 052		Bingham Caretaker	38.99	
			101 - 576 80 47 053		Other Utilities	31.80	
			101 - 576 80 47 070		City Hall	803.54	
10522	11/24/2021	Claims	2	196514	Central Welding Supply	117.23	
			001 - 522 21 31 000		Operating Supplies - Medical	117.23	
10523	11/24/2021	Claims	2	196515	Chuckanut Valley Veterinary Clinic	16.00	
			001 - 521 20 41 020		Veterinary Services	16.00	
10524	11/24/2021	Claims	2	196516	City of Sedro-Woolley	99.93	
			305 - 572 20 47 305		Libraries - Utility Services	86.75	
			101 - 576 80 47 053		Other Utilities	13.18	
10525	11/24/2021	Claims	2	196517	Coastal Administrative Services	426.07	
			001 - 342 60 00 000		Fire Transport Fees	-19.22	
			001 - 342 60 00 000		Fire Transport Fees	-406.85	
10526	11/24/2021	Claims	2	196518	Comcast	484.87	
			001 - 518 80 42 021		Internet Services	404.92	
			101 - 576 80 47 020		Senior Center	79.95	
10527	11/24/2021	Claims	2	196519	Databar, Inc	2,627.68	
			425 - 531 50 42 010		Postage	105.10	
			401 - 535 80 42 015		Postage	1,708.00	
			412 - 537 80 42 010		Postage	814.58	
10528	11/24/2021	Claims	2	196520	Travis Dills	92.00	
			412 - 537 80 31 000		Operating Supplies	92.00	
10529	11/24/2021	Claims	2	196521	Donald Coggins	106.33	
			001 - 514 23 31 000		Supplies	69.44	
			001 - 514 23 31 000		Supplies	36.89	
10530	11/24/2021	Claims	2	196522	E & E Lumber, Inc.	624.29	
			412 - 537 80 31 000		Operating Supplies	22.76	
			103 - 542 30 31 000		Operating Supplies	1.74	
			103 - 542 30 31 000		Operating Supplies	181.74	
			103 - 542 67 48 000		Repairs/Maint-Equip	38.89	
			101 - 576 80 31 002		Operating Sup - RV Park	22.89	
			101 - 576 80 31 004		Operating Sup - Comm Center	54.13	
			101 - 576 80 31 006		Operating Sup - City Hall	18.30	
			101 - 576 80 31 006		Operating Sup - City Hall	44.78	
			101 - 576 80 31 006		Operating Sup - City Hall	3.95	
			101 - 576 80 31 009		Operating Sup - Bingham Park	18.73	
			101 - 576 80 48 012		Harry Osborne	7.90	

CHECK REGISTER

City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 48 015 - Library			208.48	
10531	11/24/2021	Claims	2	196523	Emergency Medical Products Inc	312.68	
			001 - 521 20 31 002 - Office/Operating Supplies			312.68	
10532	11/24/2021	Claims	2	196524	Enterprise Office Systems, Inc.	31.27	
			001 - 514 23 31 000 - Supplies			31.27	
10533	11/24/2021	Claims	2	196525	Equinox Research and Consulting	5,259.39	
			102 - 594 36 61 050 - Northern State Cemetery Capit			5,259.39	
10534	11/24/2021	Claims	2	196526	Express Services Inc	420.48	
			001 - 514 23 41 011 - Professional Services			420.48	
10535	11/24/2021	Claims	2	196527	Federal Certified Hearing	90.00	
			001 - 513 10 41 001 - Professional Services-HR			45.00	
			101 - 576 80 41 000 - Professional Services			45.00	
10536	11/24/2021	Claims	2	196528	Gear Guy, LLC	1,542.79	
			001 - 522 20 48 000 - Repairs/Maint-Equip			1,542.79	
10537	11/24/2021	Claims	2	196529	Good to Go!	2.75	
			001 - 521 40 43 000 - Travel			2.75	
10538	11/24/2021	Claims	2	196530	Guardian Security Systems, Inc.	603.26	
			001 - 521 20 41 001 - Professional Services			30.38	
			001 - 522 50 49 050 - Fire/Theft Protection			43.40	
			401 - 535 50 48 060 - Maintenance Of Buildings			162.75	
			401 - 535 50 48 060 - Maintenance Of Buildings			162.75	
			401 - 535 80 31 010 - Operating Supplies			30.38	
			101 - 576 80 41 010 - Alarm Monitoring			173.60	
10539	11/24/2021	Claims	2	196531	Cliff Hodgins	92.00	
			412 - 537 80 31 000 - Operating Supplies			92.00	
10540	11/24/2021	Claims	2	196532	Humane Society Of Skagit	634.00	
			001 - 521 20 41 021 - Humane Society			634.00	
10541	11/24/2021	Claims	2	196533	Janicki Industries	1,000.00	
			101 - 582 10 01 101 - Community Center Deposit Re			1,000.00	
10542	11/24/2021	Claims	2	196534	L N Curtis & Sons	31.89	
			001 - 521 20 26 000 - Uniforms/Accessories			31.89	
10543	11/24/2021	Claims	2	196535	The Language Exchange, Inc	1,410.75	
			001 - 512 50 41 040 - Language Interpreter			1,220.00	
			001 - 521 20 41 001 - Professional Services			56.00	
			001 - 521 20 41 001 - Professional Services			52.50	
			001 - 521 20 41 001 - Professional Services			82.25	
10544	11/24/2021	Claims	2	196536	Lenz Enterprises, Inc	536.31	
			412 - 537 60 47 021 - Curbside Yard Waste Disposal			536.31	
10545	11/24/2021	Claims	2	196537	Life Assist Inc.	626.73	
			001 - 522 21 31 000 - Operating Supplies - Medical			-18.39	
			001 - 522 21 31 000 - Operating Supplies - Medical			305.32	
			001 - 522 21 35 011 - EMS Minor Equipment			339.80	
10546	11/24/2021	Claims	2	196538	Lil John Sanitary Services Inc.	271.25	
			101 - 576 80 48 004 - Community Center			271.25	
10547	11/24/2021	Claims	2	196539	Mancilas, Dennise & Medina-Perez, Oscar	100.00	
			101 - 582 10 01 101 - Community Center Deposit Re			100.00	

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10548	11/24/2021	Claims	2	196540	William R McCann	4,130.00	
		001 - 512 50 41 000 - Professional Services				630.00	
		001 - 515 93 41 000 - Indigent Defender				3,500.00	
10549	11/24/2021	Claims	2	196541	McKesson Medical Surgical, Inc.	817.07	
		001 - 522 21 31 000 - Operating Supplies - Medical				108.50	
		001 - 522 21 31 000 - Operating Supplies - Medical				572.80	
		001 - 522 21 31 000 - Operating Supplies - Medical				75.67	
		001 - 522 21 31 000 - Operating Supplies - Medical				60.10	
10550	11/24/2021	Claims	2	196542	McLoughlin & Eardley Corp	520.99	
		501 - 594 21 64 501 - Equip & Vehicles - Police				520.99	
10551	11/24/2021	Claims	2	196543	Motorola Solutions	2,738.91	
		501 - 594 21 64 501 - Equip & Vehicles - Police				1,986.46	
		501 - 594 21 64 501 - Equip & Vehicles - Police				752.45	
10552	11/24/2021	Claims	2	196544	North Hill Resources Inc	1,140.00	
		412 - 537 60 47 020 - Site Yard Waste Disposal				1,140.00	
10553	11/24/2021	Claims	2	196545	Office Depot Inc.	26.45	
		001 - 524 20 31 000 - Off/Oper Supps & Books				8.82	
		001 - 558 60 31 000 - Supplies/Books				8.82	
		001 - 595 10 31 000 - Supplies				8.81	
10554	11/24/2021	Claims	2	196546	Kali Ortiz	100.00	
		101 - 582 10 01 101 - Community Center Deposit Re				100.00	
10555	11/24/2021	Claims	2	196547	PNW Emergency Equip. Co.	365.10	
		001 - 522 20 48 000 - Repairs/Maint-Equip				365.10	
10556	11/24/2021	Claims	2	196548	Pacific Air Control	840.69	
		101 - 576 80 48 016 - City Hall				840.69	
10557	11/24/2021	Claims	2	196549	Pacific Landscape Architecture LLC	7,018.00	
		101 - 594 76 63 025 - Olmsted Park				7,018.00	
10558	11/24/2021	Claims	2	196550	Pacific Style Lawn Maint. Inc.	531.66	
		101 - 576 80 48 007 - Bingham Park				265.83	
		101 - 576 80 48 013 - Tesarik Park				265.83	
10559	11/24/2021	Claims	2	196551	Pacific Trade Sys, Inc,	132.18	
		001 - 522 20 48 000 - Repairs/Maint-Equip				132.18	
10560	11/24/2021	Claims	2	196552	Pape' Group, dba Pape' Machinery Inc.	169.99	
		103 - 542 30 48 010 - Repair/Maintenance-Equip				169.99	
10561	11/24/2021	Claims	2	196553	Pitney Bowes	122.65	
		001 - 514 23 31 000 - Supplies				122.65	
10562	11/24/2021	Claims	2	196554	Proforce Law Enforcement	2,705.29	
		001 - 521 20 31 015 - Ammunition				-5,028.59	
		001 - 521 20 31 015 - Ammunition				7,733.88	
10563	11/24/2021	Claims	2	196555	Protek, Inc. dba	1,928.99	
		001 - 522 20 48 000 - Repairs/Maint-Equip				68.36	
		001 - 522 20 48 000 - Repairs/Maint-Equip				20.13	
		001 - 522 20 48 000 - Repairs/Maint-Equip				1,840.50	
10564	11/24/2021	Claims	2	196556	Puget Sound Energy	10,006.54	
		103 - 542 63 47 000 - Public Utilities				10,006.54	
10565	11/24/2021	Claims	2	196557	Quiring Monuments Inc	180.00	
		102 - 536 20 34 000 - Liners				180.00	

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10566	11/24/2021	Claims	2	196558	Ricoh USA, Inc	124.73	
		001 - 514 23 31 000 - Supplies				124.73	
10567	11/24/2021	Claims	2	196559	Ricoh USA, Inc	230.86	
		001 - 514 23 45 000 - Operating Rentals/Leases				230.86	
10568	11/24/2021	Claims	2	196560	Sedgwick Claims	2,472.65	
		001 - 511 60 21 001 - Industrial Insurance				1.57	
		001 - 512 50 21 001 - Industrial Insurance				1.84	
		001 - 513 10 21 001 - Industrial Insurance				5.36	
		001 - 514 23 21 001 - Industrial Insurance				21.19	
		001 - 518 80 21 001 - Industrial Insurance				4.56	
		001 - 521 10 21 001 - Industrial Insurance				49.31	
		001 - 521 20 21 001 - Industrial Insurance				731.52	
		001 - 522 20 21 001 - Industrial Insurance				463.30	
		001 - 522 21 21 001 - Industrial Insurance				490.02	
		001 - 523 20 21 001 - Industrial Insurance				2.39	
		001 - 524 20 21 001 - Industrial Insurance				10.92	
		425 - 531 50 21 001 - Industrial Insurance				75.24	
		401 - 535 80 21 001 - Industrial Insurance				166.94	
		102 - 536 20 21 001 - Industrial Insurance				31.48	
		412 - 537 80 21 001 - Industrial Insurance				146.75	
		103 - 542 30 21 001 - Industrial Insurance				78.26	
		501 - 548 30 21 001 - Industrial Insurance				22.21	
		001 - 558 60 21 001 - Industrial Insurance				5.69	
		101 - 576 80 21 001 - Industrial Insurance				114.26	
		001 - 595 10 21 001 - Industrial Insurance				49.84	
10569	11/24/2021	Claims	2	196561	Sedro-Woolley Auto Parts Inc	293.62	
		001 - 522 20 48 000 - Repairs/Maint-Equip				9.90	
		001 - 522 20 48 000 - Repairs/Maint-Equip				57.46	
		102 - 536 20 48 040 - Repair/Maint-Equip & Bldg				44.21	
		102 - 536 20 48 040 - Repair/Maint-Equip & Bldg				-13.66	
		103 - 542 30 31 000 - Operating Supplies				52.83	
		103 - 542 30 31 000 - Operating Supplies				24.41	
		103 - 542 30 31 000 - Operating Supplies				14.99	
		101 - 576 80 48 021 - Equipment				103.48	
10570	11/24/2021	Claims	2	196562	Sedro-Woolley Chamber of Commerce	1,958.30	
		001 - 513 10 41 000 - Professional Services-Other				1,000.00	
		108 - 557 30 41 011 - Chamber Of Commerce				958.30	
10571	11/24/2021	Claims	2	196563	Skagit 911	5,572.89	
		001 - 522 20 41 020 - Central Dispatch				5,572.89	
10572	11/24/2021	Claims	2	196564	Skagit Cnty Auditor	16,364.60	
		001 - 514 90 41 000 - Voter Registration Costs				16,364.60	
10573	11/24/2021	Claims	2	196565	Skagit Cnty Public Health	936.11	
		001 - 566 00 41 000 - Skagit Co Public Health-2% Lic				936.11	
10574	11/24/2021	Claims	2	196566	Skagit Cnty Treasurer	80.87	
		635 - 589 30 05 635 - County Crime Victim Witness F				80.87	
10575	11/24/2021	Claims	2	196567	Skagit Conservation District	1,033.73	
		425 - 531 50 41 002 - Contracted Services				1,033.73	
10576	11/24/2021	Claims	2	196568	Skagit Council Of Governments	706.80	
		104 - 544 40 41 010 - MPO RTPO Match				706.80	
10577	11/24/2021	Claims	2	196569	Skagit Farmers Supply	121.95	
		412 - 537 80 31 000 - Operating Supplies				11.65	
		412 - 537 80 31 000 - Operating Supplies				40.23	
		412 - 537 80 31 000 - Operating Supplies				25.97	

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			412 - 537 80 31 000 - Operating Supplies			11.65	
			103 - 542 30 31 010 - Operating Supplies-Propane			23.80	
			101 - 576 80 31 006 - Operating Sup - City Hall			8.65	
10578	11/24/2021	Claims	2	196570	PNG Media LLC, dba Skagit Publishing	649.00	
			001 - 511 60 31 001 - Legal Publications			75.32	
			001 - 511 60 31 001 - Legal Publications			129.12	
			001 - 511 60 31 001 - Legal Publications			64.56	
			401 - 535 80 41 000 - Professional Services			380.00	
10579	11/24/2021	Claims	2	196571	Stiles & Lehr Law Inc., PS	3,960.00	
			001 - 512 50 41 010 - Municipal Court Judge			3,960.00	
10580	11/24/2021	Claims	2	196572	Streuli Public Affairs LLC	2,000.00	
			001 - 513 10 41 001 - Professional Services-HR			2,000.00	
10581	11/24/2021	Claims	2	196573	Systems Design West, LLC	2,826.52	
			001 - 522 21 41 000 - EMS Professional Services-Sys			2,826.52	
10582	11/24/2021	Claims	2	196574	Shelley Thompson	100.00	
			101 - 582 10 01 101 - Community Center Deposit Re			100.00	
10583	11/24/2021	Claims	2	196575	Jill Tripp	100.00	
			101 - 582 10 01 101 - Community Center Deposit Re			100.00	
10584	11/24/2021	Claims	2	196576	Uline, Inc.	260.68	
			101 - 576 80 31 006 - Operating Sup - City Hall			260.68	
10585	11/24/2021	Claims	2	196577	UniFirst Corp.	293.08	
			001 - 522 20 26 000 - Uniforms			293.08	
10586	11/24/2021	Claims	2	196578	Universal Field Services, Inc.	714.00	
			104 - 595 20 63 082 - RW Trail Road Extension			714.00	
10587	11/24/2021	Claims	2	196579	Util Underground Loc Ctr	167.86	
			401 - 535 80 31 010 - Operating Supplies			167.86	
10588	11/24/2021	Claims	2	196580	Marcoo Inc., dba Valley Auto Supply	28.85	
			001 - 522 20 48 000 - Repairs/Maint-Equip			13.90	
			001 - 522 20 48 000 - Repairs/Maint-Equip			14.95	
10589	11/24/2021	Claims	2	196581	WA St Dept of Ecology	10,232.34	
			425 - 531 50 41 010 - DOE NPDES Permit			4,536.42	
			401 - 535 80 41 060 - DOE Discharge Permit			5,695.92	
10590	11/24/2021	Claims	2	196582	WA St Off of Treasurer	4,893.93	
			635 - 586 30 00 635 - State Court Fees Remittance			4,893.93	
10591	11/24/2021	Claims	2	196583	WA St Patrol	75.00	
			001 - 514 23 41 010 - Bank Fees			11.00	
			001 - 521 20 41 040 - Intergov Svc-Gun Permits			53.00	
			101 - 576 80 49 020 - Misc-Dues/CDL/Background			11.00	
10592	11/24/2021	Claims	2	196584	WM of Washington Inc.	21,788.07	
			412 - 537 60 47 010 - Curbside Recycling Disposal			21,788.07	
10593	11/24/2021	Claims	2	196585	Weed, Graafstra & Assoc. Inc. PS	9,414.70	
			001 - 515 41 41 000 - Ext Legal-City Attorney			8,605.00	
			001 - 515 41 41 000 - Ext Legal-City Attorney			809.70	
10594	11/24/2021	Claims	2	196586	Whidbey Island Sign Solns, LLC	743.73	
			001 - 521 20 41 001 - Professional Services			474.69	
			101 - 576 80 31 006 - Operating Sup - City Hall			269.04	

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10595	11/24/2021	Claims	2	196587	World Kinect Energy Services, dba	10,440.57	
					001 - 518 20 32 000 - Auto Fuel	127.32	
					001 - 518 20 32 000 - Auto Fuel	39.40	
					001 - 521 20 32 000 - Auto Fuel	3,178.72	
					001 - 521 20 32 000 - Auto Fuel	3,132.80	
					001 - 522 20 32 000 - Auto Fuel/Diesel	1,767.34	
					425 - 531 50 32 000 - Vehicle Fuel	309.46	
					401 - 535 80 32 000 - Auto Fuel/Diesel	113.96	
					412 - 537 80 32 000 - Auto Fuel/Diesel	851.24	
					412 - 537 80 32 000 - Auto Fuel/Diesel	151.34	
					103 - 542 30 32 000 - Auto Fuel/Diesel	62.53	
					103 - 542 30 32 000 - Auto Fuel/Diesel	165.57	
					101 - 576 80 32 000 - Auto Fuel/Diesel	481.99	
					101 - 576 80 32 000 - Auto Fuel/Diesel	58.90	
10596	11/24/2021	Claims	2	196588	NW Fiber LLC, dba Ziply Fiber	1,892.91	
					001 - 512 50 42 020 - Telephone	52.21	
					001 - 513 10 42 020 - Telephone	78.32	
					001 - 514 23 42 020 - Telephone	78.32	
					001 - 515 31 42 001 - Telephone	34.81	
					001 - 518 80 42 020 - Telephone	26.11	
					001 - 521 20 42 020 - Telephone	128.91	
					001 - 521 20 42 020 - Telephone	110.75	
					001 - 521 20 42 020 - Telephone	261.07	
					001 - 522 20 42 020 - Telephone	95.73	
					001 - 524 20 42 020 - Telephone	26.11	
					401 - 535 80 42 020 - Telephone	397.03	
					401 - 535 80 42 020 - Telephone	69.61	
					102 - 536 20 42 020 - Telephone	124.26	
					412 - 537 80 42 020 - Telephone	34.81	
					103 - 542 30 42 020 - Telephone	8.70	
					001 - 558 60 42 020 - Telephone	26.11	
					101 - 576 80 42 020 - Telephone	17.40	
					101 - 576 80 47 070 - City Hall	261.73	
					001 - 595 10 42 020 - Telephone	60.92	
10597	11/24/2021	Claims	2	196589	Zoll Medical Corporation	121.30	
					001 - 522 21 31 000 - Operating Supplies - Medical	121.30	
					001 Current Expense Fund	87,610.23	
					101 Parks & Facilities Fund	19,127.68	
					102 Cemetery Fund	7,505.55	
					103 Street Fund	11,701.61	
					104 Arterial Street Fund	1,420.80	
					108 Lodging Tax Fund	958.30	
					305 Library Construction Fund	86.75	
					401 Sewer Operations Fund	25,860.76	
					412 Solid Waste Operations Fund	35,903.52	
					425 Stormwater Operations	7,318.75	
					501 Equipment Replacement Fund	3,282.11	
					505 Public Works Facility Fund	3,858.50	
					635 Custodial Fund	5,241.70	
					* Transaction Has Mixed Revenue And Expense Accounts	209,876.26	Claims: 209,876.26

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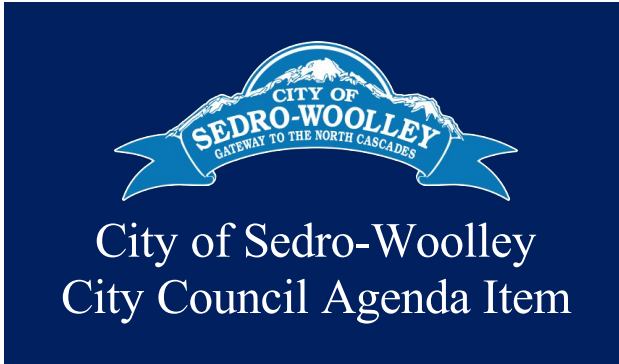
CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment 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
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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Agenda
Item No.

Date:

November 23, 2021

Subject:

Professional Services Agreement: J&J
Hanson Consulting, LLC

FROM:

Doug Merriman, Phd. City Administrator

RECOMMENDED ACTION:

A motion to approve the Professional Services Agreement with J&J Hanson Consulting, LLC

ISSUE:

Should the Mayor execute the attached three year Professional Services Agreement with J&J Hanson Consulting Inc?

BACKGROUND/SUMMARY INFORMATION:

The city has utilized the services of J & J Hanson Consulting Inc for various economic development projects over the years. One in particular is our City Scene magazine. The attached three year proposed professional service agreement for J & J Hanson Consulting Inc is one of our continued on-call professional service agreements.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. PSA J&J Hanson Consulting, LLC



PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this 1st day of **January, 2022**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **J & J Hanson Consulting Inc.** whose address is **17446 Mallard Cove Lane, Mt. Vernon, WA 98274**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to provide **economic development coordinator services** as requested by the City Administrator.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

☐ on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor **\$50.00/hour for labor, plus expenses** for economic development coordinator services. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor and/or Sub-Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$60,000.00** without prior approval of the City Administrator.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2024**.

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

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

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

12. Indemnification.

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

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

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

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

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

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 million minimum**) as are acceptable to the City. (*Waived by City*)

The Contractor shall provide proof to the City that it is insured under automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, (*Waived by City*) and **general comprehensive liability** insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (**\$1 million minimum**) as are acceptable to the City.

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

- a. Have any of the workers providing services to the City of Sedro-Woolley through your company retired under the 2008 early retirement factors? Yes ☐ No ☐ N/A ☐
- b. Is your company owned by an individual who retired using the 2008 Early Retirement Factors? Yes ☐ No ☐ N/A ☐

25. Debarment.

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

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Julia Johnson, Mayor

Attest:

Debbie Burton, Finance Director

Approved as to Form:

Nikki Thompson, City Attorney

CONTRACTOR:

J & J Hanson Consulting Inc.

By: _____



Agenda
Item No.

Date: November 23, 2021

Subject: Interlocal Agreement - FEMA
Assistance to Firefighters Grant

FROM:

Frank Wagner, Fire Chief

RECOMMENDED ACTION:

A motion to approve the Interlocal Cooperative Purchasing agreement for a grant that is being submitted for Skagit County Fire Districts #4, #8, #10, #16 and #19 for communication equipment.

ISSUE:

The Fire Department has a growing need to replace our communications for our apparatus for safety and compliance with our partners in the county fire and emergency services system.

BACKGROUND/SUMMARY INFORMATION:

The Fire Department has not completed an upgrade of our communications equipment for over 14 years. We have replaced items as they have worn or broken over the years. However, with the technology in mobile radios, portable radios, GPS needs and wireless internet utilization advancing each and every year we have found ourselves and partnering fire districts around us in need of upgrades that are costly but necessary. In collaboration with the aforementioned Fire Districts; which include Clear Lake, Day Creek, Prairie, Hickson, Lyman, Punkin Center, Grassmere and Newhalem Fire Departments we are drafting a grant for the purchase of this equipment. If awarded the grant would cover 90% of the cost of this entire project, up to one million dollars. Fire District 8 has graciously agreed to be the 'host agency', and will handle the oversight and administration of the grant. The grant writer has suggested that we sign this agreement for a show of good faith to the awarding committee that we are working together and serious in our request.

FISCAL IMPACT, IF APPROPRIATE:

There is no fiscal impact at this time, however if we were to be awarded this grant our share of the grant would be a 10% match of the total cost of the equipment we order. At this current time the quotes of our needed equipment is approximately \$270,000, making our payment \$27,000. These grants usually take some time for processing, and may not even be awarded or funded until Spring/Summer of 2022.

ATTACHMENTS:

1. Interlocal Cooperative Purchase Agreement

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Agreement is entered into between the Skagit County Fire Districts No. 4, 8, 16, 10, 19, and the City of Sedro-Woolley, municipal corporations of the State of Washington.

It is the purpose of this Agreement to provide for the cooperative application and administration of the FEMA Assistance to Firefighters Grant and for purchase of materials, supplies and equipment by the parties to this Agreement when determined by the legislative body of a participating party to be in the best interest of such party. This Agreement is entered into under the authority of the Inter-local Cooperation Act, chapter 39.34 RCW.

It is agreed by the parties as follows:

1. **Term.** The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by all parties and shall remain in effect until terminated by either party as provided in paragraph 7 of this Agreement.
2. **Cooperative Purchase.** The determination of whether or not a party to this Agreement shall purchase materials, supplies or equipment under the terms and conditions of any purchase contract available to, or entered into, by another party shall be made by the legislative body of the party desiring to make such purchase.
3. **Financial Responsibility.** Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies, equipment, matching funds if applicable and received by such party under the terms of this Agreement.
4. **Financial Management.** Skagit County Fire District #8 shall be the HOST Agency and Managing Partner of the grant. All matching grant funds shall be paid in full upon receipt of equipment. Responsibilities of the managing partner shall include ordering, receiving, and the distributing of equipment. Additionally, the managing partner will be responsible for the management of the funds received from the grant, funds distribution, accounting of all assets purchased, grant reporting, and grant closeout, as per the Grant Agreement attached as Exhibit A.
5. **Records Retention.** The managing partner shall be responsible for record retention, all records shall be retained for a minimum of three years following the grant closeout date.
Types of records to retain,
 - Specifications
 - Solicitations
 - Competitive quotes or proposals
 - Basis for selective decisions
 - Purchase orders
 - Contracts
 - Invoices
 - Canceled checks
6. **Ownership.** Title to all items purchased by either party to this Agreement shall remain in the name of such party.

7. **Termination.** A party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 10 (ten) days written notice of such intent to terminate.
8. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement but shall restrict their actions to providing in contracts, orders, bid proposals and specifications appropriate language to require, authorize and permit the other party to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party.
9. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.
10. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
11. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other parties to participate in the activity.
12. **Hold Harmless.** Each party shall indemnify, defend and hold the other parties harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

Dated: _____, 2021.

SKAGIT COUNTY FIRE PROTECTION
DISTRICT No. 8
EIN # _____

By : _____
Jim Kennedy, Commissioner

Jon LaCount, Commissioner

Chester Griffith, Commissioner

SKAGIT COUNTY FIRE PROTECTION
DISTRICT No. 19
EIN# _____

By: _____
Lee Fenley, Commissioner

Robert Garrison, Commissioner

Clay Norris, Commissioner

SKAGIT COUNTY FIRE PROTECTION

DISTRICT No. 4

EIN# _____

By: _____

Tami Mattox, Commissioner

Gary Friend, Commissioner

John Matterand, Commissioner

SKAGIT COUNTY FIRE PROTECTION

DISTRICT No. 16

EIN# _____

By : _____

Kristine Van Notric, Commissioner

Jared Couch, Commissioner

Jim Haehn, Commissioner

SKAGIT COUNTY RE PROTECTION

DISTRICT No. 10

EIN# _____

By : _____

Albert Zartman, Commissioner

Joe Frank, Commissioner

Rick Taylor, Commissioner

CITY OF SEDRO-WOOLLEY

EIN# _____

By : _____

Charlie Bush, City Administrator



Agenda
Item No.

Date:

November 23, 2021

Subject:

Ordinance No. 1996-21 SWMC

Amendment adopting Title 9 RCW

FROM:

Nikki Thompson, City Attorney

RECOMMENDED ACTION:

A motion to adopt Ordinance No. 1996-21.

ISSUE:

Should the City adopt Ordinance No. 1996-21 to adopt the state criminal code found in Title 9 RCW?

BACKGROUND/SUMMARY INFORMATION:

Title 9 - Public Peace, Morals, and Welfare of the Sedro-Woolley Municipal Code has not been updated in many years. A review of the components of SWMC Title 9 has resulted in the finding that many changes to the law have occurred that are not captured within the City's current criminal code. One notable absence is the adoption, by reference, of the state criminal laws as outlined in Title 9 of the Revised Code of Washington (RCW). The difficulty this presents is that municipalities cannot file criminal charges under the Revised Code of Washington (RCWs) unless they have actually adopted the RCWs by references.

The City of Sedro-Woolley has language similar to many RCWs, but has not adopted many provisions of the RCW that would be beneficial to include. Accordingly, using Ordinance No. 1996-21 to adopt the appropriate RCWs by reference will create consistency between the State and own local criminal justice system, and will permit our local law to change without the necessity of amending the Sedro-Woolley municipal code each time.

City Council first reviewed this agenda item on November 10, 2021.

FISCAL IMPACT, IF APPROPRIATE:

There is no fiscal impact to this action.

ATTACHMENTS:

1. Ordinance 1996-21 Repealing SWMC Title 9
2. Exhibit A to Ordinance 1996-21

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY REPEALING TITLE 9
“PUBLIC PEACE, MORALS, AND WELFARE” OF THE SEDRO-WOOLLEY
MUNICIPAL CODE AND ADOPTING TITLE 9A “CRIMINAL CODE.”**

WHEREAS, the Sedro-Woolley criminal code has not been updated in many years; and

WHEREAS, changes to the law have occurred that are not captured within the current code;
and

WHEREAS, municipalities cannot file criminal charges under the Revised Code of
Washington (RCWs) unless they have adopted the RCWs by references; and

WHEREAS, Sedro-Woolley has language similar to many RCWs, but has not adopted many
provisions of the RCW that would be beneficial to include; and

WHEREAS, adopting RCWs by reference creates consistency between state and local criminal
justice systems and permits the law to change without the necessity of changing the Sedro-Woolley
Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF SEDRO-WOOLLEY, WASHINGTON DO HEREBY ORDAIN THAT:**

SECTION 1.

Title 9 “Public Peace, Morals, and Welfare” of the Sedro-Woolley Municipal Code is repealed in its
entirety.

SECTION 2.

The Sedro-Woolley is hereby amended to add Title 9A “Criminal Code” as outlined in Exhibit A,
hereto attached.

SECTION 3.

Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the
official newspaper of the City and shall take effect and be in full force five (5) days after publication.

Passed by the City Council of the City of Sedro-Woolley this ____ day of _____, 2021.

Approved by the Mayor of the City of Sedro-Woolley this ____ day of _____, 2021.

Julia Johnson, Mayor

ATTEST/AUTHENTICATED

Debbie Burton, Finance Director

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

Title 9A
CRIMINAL CODE

Chapters:

9A.04	Preliminary Articles
9A.08	Principles of Liability
9A.12	Insanity
9A.16	Defenses
9A.20	Classification of Crimes
9A.28	Anticipatory Offenses
9A.36	Assault
9A.40	Custodial Interference
9A.42	Criminal Mistreatment
9A.44	Sex Offenses
9A.46	Harassment
9A.48	Reckless Burning and Malicious Mischief
9A.49	Lasers
9A.50	Interference with Health Care Facilities or Providers
9A.52	Trespass
9A.56	Theft
9A.60	Fraud
9A.61	Defrauding a Public Utility
9A.72	Perjury and Interference with Official Proceedings
9A.76	Obstructing Governmental Operation
9A.80	Abuse of Office
9A.84	Public Disturbance
9A.86	Disclosing Intimate Images
9A.88	Indecent Exposure – Prostitution
9A.200	Offenses Involving Alcohol
9A.210	Offenses Involving Drugs and Controlled Substances
9A.220	Offenses Involving Minors and Schools
9A.230	Violation of Court Orders
9A.240	Miscellaneous Crimes

**Chapter 9A.04
PRELIMINARY ARTICLES**

9A.04.001 Title, application and caption.

- (1) This title shall be known as, and may be cited as, the criminal code.
- (2) The provisions of this code do not apply to, or govern, the construction of and punishment for any offense committed prior to _____, or to the construction and application of any defense to a prosecution for such an offense. Such an offense must be construed and punished according to the provisions of law existing at that time.
- (3) Section captions are for organizational purposes only and shall not be construed as part of this code.

9A.04.002 Adoption of sections of the Revised Code of Washington (RCW) – Filing of Code

One copy of the text of every section of the Revised Code of Washington (referred to as the “RCW” herein) which is adopted by reference in this title, as now in effect and as may be subsequently amended, is on file with the city clerk prior to the introduction of the ordinance codified in this chapter and shall continue to be on file as required by RCW 35A.12.140 and made available for public use.

9A.04.003 Definitions

As used throughout this title, the following acronyms shall have the corresponding meanings:

- (1) “SWMC” is Sedro-Woolley Municipal Code;
- (2) “RCW” is Revised Code of Washington; and
- (3) “City” is the city of Sedro Woolley

9A.04.005 Preliminary articles adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk’s office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as preliminary articles:

Title	RCW Section (Source of Adopted Law)
Purposes – Principles of construction	9A.04.020
People capable of committing crimes – Capability of children	9A.04.050
Common law to supplement ordinance	9A.04.060
Who amenable to criminal ordinances	9A.04.070
Application of general provisions of the code	9A.04.090
Proof beyond a reasonable doubt	9A.04.100
Definitions	9A.04.110

9A.04.030 City criminal jurisdiction.

The following persons are liable to punishment:

- (1) A person who commits in the city any crime, as defined by city ordinance, in whole or in part.
- (2) A person who commits out of the city any act which, if committed within it, would be theft and is afterward found in the city with any of the stolen property.
- (3) A person who, being out of the city, counsels, causes, procures, aids or abets another to commit a crime in this city.
- (4) A person who commits an act out of the city which affects persons or property within the city, which, if committed within the city, would be a crime.
- (5) A person who, being out of the city, makes a statement, declaration, verification, or certification under RCW 9A.72.085 which, if made within the city, would be perjury.

(6) A person who commits an act on board a conveyance within the city of Sedro-Woolley, including the airspace over the city of Sedro-Woolley, that subsequently lands, docks, or stops within the city which, if committed within the city, would be a crime.

9A.04.040 Classes of crimes.

(1) An offense defined by this title or by any other statute of this city, for which a sentence of imprisonment is authorized constitutes a violation of city ordinance and a crime. For purposes of this title, the two terms shall have the same meaning and may be used interchangeably. Violations of city ordinances under this title are classified as gross misdemeanors or misdemeanors.

(2) A violation of a city ordinance under this title is a gross misdemeanor, if not otherwise designated by this code, and persons convicted thereof may be sentenced to imprisonment for a term not in excess of 364 days. A violation of city ordinance is a misdemeanor, if so designated in this code, and persons convicted thereof may be sentenced to imprisonment for a term not in excess of 90 days.

9A.04.080 Limitations of actions.

(1) No violation of city ordinance which is classified as a gross misdemeanor may be prosecuted more than two years after its commission. No violation of city ordinance classified as a misdemeanor may be prosecuted more than one year after its commission.

(2) The periods of limitation prescribed herein do not run during any time when the person charged is not usually and publicly residing within this state.

(3) If, before the end of a period of limitation prescribed herein, a complaint or information has been filed, and the complaint or information is set aside, then the period of limitation is extended by a period equal to the length of time from the filing to the setting aside.

Chapter 9A.08 PRINCIPLES OF LIABILITY

9A.08.005 Principles of liability adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as principles of liability:

Title	RCW Section (Source of Adopted Law)
General requirements of culpability	9A.08.010
Liability for conduct of another – Complicity	9A.08.020
Corporate and personal liability	9A.08.030
Diminished capacity – Victim Identity	9A.08.040

Chapter 9A.12 INSANITY

9A.12.005 Defense of insanity adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as an affirmative defense:

Title	RCW Section (Source of Adopted Law)
Insanity	9A.12.010

Chapter 9A.16 DEFENSES

9A.16.005 Defenses adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as defenses to crimes:

Title	RCW Section (Source of Adopted Law)
Definitions	9A.16.010
Use of force – When lawful	9A.16.020
Use of force – When unjustified – Victim Identity	9A.16.025
Justifiable homicide or use of deadly force by public officer, peace officer, person aiding	9A.16.040
Duress	9A.16.060
Entrapment	9A.16.070
Action for being detained on mercantile establishment premises for investigation – “Reasonable grounds” as defense	9A.16.080
Intoxication	9A.16.090
Use of force on children – Policy – Actions presumed unreasonable	9A.16.100

Chapter 9A.20 CLASSIFICATION OF CRIMES

9A.20.005 Classification of crimes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as classification of crimes:

Title	RCW Section (Source of Adopted Law)
Classification and designation of crimes	9A.20.010
Alternative to a fine - Restitution	9A.20.030

Chapter 9A.28 ANTICIPATORY OFFENSES

9A.28.005 Anticipatory offenses adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as anticipatory offenses:

Title	RCW Section (Source of Adopted Law)
Criminal attempt	9A.28.020
Criminal solicitation	9A.28.030
Criminal conspiracy	9A.28.040

Chapter 9A.36 ASSAULT

9A.36.005 Assault and other crimes against persons adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as assaults and crimes against persons:

Title	RCW Section (Source of Adopted Law)
Assault in the fourth degree	9A.36.041
Reckless endangerment	9A.36.050
Coercion	9A.36.070
Interfering with the reporting of domestic violence	9A.36.150
Failing to summon assistance	9A.36.160
Penalty for failing to summon assistance	9A.36.161

Chapter 9A.40 CUSTODIAL INTERFERENCE

9A.40.005 Custodial interference statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against governmental operations:

Title	RCW Section (Source of Adopted Law)
Definitions	9A.40.010
Custodial interference in the second degree	9A.40.070
Custodial interference – Assessment of costs – Defense – Consent defense restricted	9A.40.080

Chapter 9A.42 CRIMINAL MISTREATMENT

9A.42.005 Criminal mistreatment statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against persons:

Title	RCW Section (Source of Adopted Law)
Definitions	9A.42.010

Criminal mistreatment in the third degree	9A.42.035
Criminal mistreatment in the fourth degree	9A.42.037
Arresting officer, notification by	9A.42.039
Withdrawal of life support systems	9A.42.040
Palliative care	9A.42.045
Defense of financial inability	9A.42.050
Abandonment of a dependent person in the third degree – Exception	9A.42.080
Abandonment of a dependent person – Defense	9A.42.090
Leaving a child in the care of a sex offender	9A.42.110

Chapter 9A.44 SEX OFFENSES

9A.44.005 Sex offenses adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against persons:

Title	RCW Section (Source of Adopted Law)
Definitions	9A.44.010
Testimony – Evidence – Written motion – Admissibility	9A.44.020
Defense to prosecutions under this chapter	9A.44.030
Sexual misconduct with a minor in the second degree	9A.44.096
Voyeurism	9A.44.115
Admissibility of child's statement – Conditions	9A.44.120
Failure to register as a sex offender or kidnapping offender	9A.44.132
Testimony of child by closed circuit TV	9A.44.150
Custodial sexual misconduct in the second degree	9A.44.170
Custodial sexual misconduct – Defense	9A.44.180

**Chapter 9A.46
HARASSMENT**

9A.46.005 Harassment offenses adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against persons:

Title	RCW Section (Source of Adopted Law)
Definition – Penalties	9A.46.020
Place where committed	9A.46.030
Court-ordered requirements upon person charged with crime – Violation	9A.46.040
Arraignment – No-contact order	9A.46.050
Crimes included in harassment	9A.46.060
Enforcement of orders restricting contact	9A.46.070
Order restricting contact – Violation	9A.46.080
Stalking no-contact orders	9A.46.085
Nonliability of peace officer	9A.46.090
“Convicted,” time when	9A.46.100
Stalking	9A.46.110

**Chapter 9A.48
RECKLESS BURNING AND MALICIOUS MISCHIEF**

9A.48.005 Reckless burning and malicious mischief adopted by references.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against property:

Title	RCW Section (Source of Adopted Law)
Definitions	9A.48.010

Reckless burning in the second degree	9A.48.050
Reckless burning – Defense	9A.48.060
Malicious mischief in the third degree	9A.48.090
Malicious mischief – “Physical damage” defined	9A.48.100
Criminal street gang tagging and graffiti	9A.48.105
Defacing a state monument	9A.48.110

Chapter 9A.49 LASERS

9A.49.005 Unlawful use of lasers.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk’s office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against persons:

Title	RCW Section (Source of Adopted Law)
Definitions	9A.49.010
Unlawful discharge of a laser in the second degree	9A.49.030
Civil infraction, when	9A.49.040
Exclusions	9A.49.050

Chapter 9A.50 INTERFERENCE WITH HEALTH CARE FACILITIES OR PROVIDERS

9A.50.005 Interference with health care facilities or providers statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk’s office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against persons and property:

Title	RCW Section (Source of Adopted Law)
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Definitions	9A.50.010
Interference with a health care facility	9A.50.020
Penalty	9A.50.030
Informational picketing	9A.50.060
Protection of health care patients and providers	9A.50.070
Construction	9A.50.900

Chapter 9A.52 TRESPASS

9A.52.005 Trespass statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against property:

Title	RCW Section (Source of Adopted Law)
Definitions	9A.52.010
Making or having burglary tools	9A.52.060
Criminal trespass in the first degree	9A.52.070
Criminal trespass in the second degree	9A.52.080
Criminal trespass – Defenses	9A.52.090
Vehicle prowling in the second degree	9A.52.100
Computer trespass in the second degree	9A.52.120
Computer trespass – Commission of other crime	9A.52.130

Chapter 9A.56 THEFT

9A.56.005 Theft statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter

amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against property:

Title	RCW Section (Source of Adopted Law)
Definitions	9A.56.010
Theft – Definition, defense	9A.56.020
Theft in the third degree	9A.56.050
Unlawful issuance of checks or drafts	9A.56.060
Theft of rental, leased, or lease-purchased property	9A.56.096
Theft and larceny equated	9A.56.100
Possessing stolen property – Definition – Presumption	9A.56.140
Possessing stolen property in the third degree	9A.56.170
Obscuring the identity of a machine	9A.56.180
Theft of subscription television services	9A.56.220
Forfeiture and disposal of device used to commit violation	9A.56.240
Connection of channel converter	9A.56.260
Shopping cart theft	9A.56.270
Possession of another’s identification	9A.56.330

Chapter 9A.60 FRAUD

9A.60.005 Fraud statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk’s office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against persons:

Title	RCW Section (Source of Adopted Law)
Definitions	9A.60.010
Criminal impersonation in the second degree	9A.60.045
False certification	9A.60.050
False academic credentials – Unlawful issuance or use – Definitions – Penalties	9A.60.070

Chapter 9A.61
DEFRAUDING A PUBLIC UTILITY

9A.61.005 Fraud on public utility statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against property and businesses:

Title	RCW Section (Source of Adopted Law)
Definitions	<u>9A.61.010</u>
Defrauding a public utility	<u>9A.61.020</u>
Defrauding a public utility in the third degree	<u>9A.61.050</u>
Restitution and costs	<u>9A.61.060</u>
Damages not precluded	<u>9A.61.070</u>

Chapter 9A.72
PERJURY AND INTERFERENCE WITH OFFICIAL PROCEEDINGS

9A.72.005 Perjury statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against proceedings:

Title	RCW Section (Source of Adopted Law)
Definitions	<u>9A.72.010</u>
False swearing	<u>9A.72.040</u>
Perjury and false swearing – Inconsistent statements – Degree of crime	<u>9A.72.050</u>
Perjury and false swearing – Retraction	<u>9A.72.060</u>
Perjury and false swearing – Irregularities no defense	<u>9A.72.070</u>
Statement of what one does not know to be true	<u>9A.72.080</u>

Jury tampering	9A.72.140
Tampering with physical evidence	9A.72.150

Chapter 9A.76
OBSTRUCTING GOVERNMENTAL OPERATION

9A.76.005 Obstructing and resisting law enforcement officer statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against governmental operations:

Title	RCW Section (Source of Adopted Law)
Definitions	9A.76.010
Obstructing a law enforcement officer	9A.76.020
Refusing to summon aid for a police officer	9A.76.030
Resisting arrest	9A.76.040
Rendering criminal assistance – Definition of term	9A.76.050
Relative defined	9A.76.060
Rendering criminal assistance in the first degree	9A.76.070
Rendering criminal assistance in the second degree	9A.76.080
Rendering criminal assistance in the third degree	9A.76.090
Compounding	9A.76.100
Escape in the third degree	9A.76.130
Introducing contraband in the third degree	9A.76.160
Bail jumping	9A.76.170
Making a false or misleading statement to a public servant	9A.76.175
Failure to appear or surrender – Affirmative defense - Penalty	9A.76.190

Chapter 9A.80
ABUSE OF OFFICE

9A.80.005 Abuse of public office statute adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against public office:

Title	RCW Section (Source of Adopted Law)
Official misconduct	9A.80.010

Chapter 9A.84 PUBLIC DISTURBANCE

9A.84.005 Public disturbance statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against public order:

Title	RCW Section (Source of Adopted Law)
Criminal Mischief	9A.84.010
Failure to disperse	9A.84.020
Disorderly conduct	9A.84.030
False reporting	9A.84.040

Chapter 9A.86 DISCLOSING INTIMATE IMAGES

Chapter 9A.88 INDECENT EXPOSURE – PROSTITUTION

9A.88.005 Prostitution offenses and indecent exposure prohibition statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first

column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against public order and against persons:

Title	RCW Section (Source of Adopted Law)
Indecent exposure	9A.88.010
Prostitution	9A.88.030
Prosecution for prostitution under RCW 9A.88.030 – Affirmative defense	9A.88.040
Prostitution – Sex of parties immaterial – No defense	9A.88.050
Promoting prostitution – Definitions	9A.88.060
Permitting prostitution	9A.88.090
Patronizing a prostitute	9A.88.110
Additional fee assessments	9A.88.120
Additional requirements	9A.88.130
Vehicle impoundment	9A.88.140

Chapter 9A.200 OFFENSES INVOLVING ALCOHOL

9A.200.005 Alcohol offenses adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the SWMC section number is listed in the first column, the title of the adopted SWMC section and the RCW is listed in the second column and the reference to the RCW section number is listed in the third column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as alcohol control offenses:

SWMC Section	Title	RCW Section (Source of Adopted Law)
9A.200.010	Definitions	66.04.010
9A.200.020	Purchases prohibited under canceled, suspended permit or another's permit	66.20.150
9A.200.030	"Card of identification," "licensee," "store employee" defined for certain purposes	66.20.160
9A.200.040	Card of identification may be accepted as identification card and evidence of legal age	66.20.170

9A.200.050	Card of identification to be presented on request of licensee	66.20.180
9A.200.060	Identification card holder may be required to sign certification card	66.20.190
9A.200.070	Unlawful acts relating to identification or certification card	66.20.200
9A.200.080	Licensee's immunity to prosecution or suit	66.20.210
9A.200.090	Alcohol servers – Definitions	66.20.300
9A.200.100	Alcohol servers – Permits – Requirements	66.20.310
9A.200.110	Alcohol servers – Violation of rules – Penalties	66.20.340
9A.200.120	Licensed premises or banquet permit premises open to inspection – Failure to allow, violation	66.28.090
9A.200.130	Possession of contraband liquor	66.32.010
9A.200.140	Search warrant – Search and seizure	66.32.020
9A.200.150	Service of warrant – Receipt for seized property	66.32.030
9A.200.160	Forfeiture of liquor directed if kept unlawfully	66.32.040
9A.200.170	Hearing	66.32.050
9A.200.180	Claimants may appear	66.32.060
9A.200.190	Judgment of forfeiture – Disposition of proceeds of property sold	66.32.070
9A.200.200	Forfeiture action no bar to criminal prosecutions	66.32.080
9A.200.210	Seized liquor to be reported to board	66.32.090
9A.200.220	Local officers to enforce law	66.44.010
9A.200.230	Sufficiency of description of offense in complaints	66.44.040
9A.200.240	Description of offense in words of statute	66.44.050
9A.200.250	Proof of unlawful sale establishes prima facie intent	66.44.060
9A.200.260	Certified analysis is prima facie evidence of alcoholic content	66.44.070
9A.200.270	Service of process on corporation	66.44.080
9A.200.280	Acting without a license	66.44.090
9A.200.290	Opening or consuming liquor in a public place – Penalty	66.44.100
9A.200.300	Unlawful use of seal	66.44.120
9A.200.310	Sales of liquor by drink or bottle	66.44.130
9A.200.320	Unlawful sale, transportation of spirituous liquor without stamp or seal	66.44.140
9A.200.330	Buying liquor illegally	66.44.150
9A.200.340	Illegal possession, transportation of alcoholic beverages	66.44.160
9A.200.350	Illegal possession of liquor with intent to sell	66.44.170
9A.200.360	General penalties – Jurisdiction for violations	66.44.180

9A.200.370	Sales to persons apparently under the influence of liquor	66.44.200
9A.200.380	Obtaining liquor for ineligible person	66.44.210
9A.200.390	Drinking in public conveyance – Penalty against carrier	66.44.240
9A.200.400	Drinking in public conveyance – Penalty against individual	66.44.250
9A.200.410	Candidates giving or purchasing liquor on election day prohibited	66.44.265
9A.200.420	Furnishing liquor to minors – Possession, use – Penalties	66.44.270
9A.200.430	Minor purchasing or attempting to purchase liquor – Penalty	66.44.290
9A.200.440	Sales to minors by licensee or employee – Board notification to prosecutor	66.44.292
9A.200.450	Treats, gifts, purchases of liquor for or from minor, or holding out minor as at least 21, in public place where liquor sold	66.44.300
9A.200.460	Minors frequenting off-limits area – Misrepresentation of age – Penalty	66.44.310
9A.200.470	Certain persons 18 years and over permitted to enter and remain upon licensed premises during employment	66.44.316
9A.200.480	Employees aged 18 to 21 stocking, merchandising, and handling beer and wine	66.44.318
9A.200.490	Unlawful transfer to minor of age identification	66.44.325
9A.200.500	Preparation or acquisition and supply to persons under age 21 of facsimile of official identification card – Penalty	66.44.328
9A.200.510	Prosecutions to be reported by prosecuting attorney and police court	66.44.330
9A.200.520	Employees 18 years and over allowed to sell and handle beer and wine for certain licensed employers	66.44.340
9A.200.530	Employees 18 years and over allowed to serve and carry liquor, clean up, etc., for certain licensed employers	66.44.350
9A.200.540	Juvenile driving privileges – Alcohol or drug violations	66.44.365
9A.200.550	Resisting or opposing officers in enforcement of title	66.44.370

Chapter 9A.210

OFFENSES INVOLVING DRUGS AND CONTROLLED SUBSTANCES

9A.210.005 Controlled substances and legend drug offenses adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the SWMC section number is listed in the first column, the title of the adopted SWMC section and the RCW is listed in the second column and the reference to the RCW section number is listed in the third column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as drug offenses:

SWMC Section	Title	RCW Section (Source of Adopted Law)
9A.210.010	Definitions	69.41.010
9A.210.020	Sale, delivery, or possession of legend drug without prescription or order prohibited – Exceptions	69.41.030
9A.210.030	Prescription of legend drugs by dialysis programs	69.41.032
9A.210.040	Prescription requirements – Penalty	69.41.040
9A.210.050	Labeling requirements – Penalty	69.41.050
9A.210.060	Search and seizure	69.41.060
9A.210.070	Search and seizure at rental premises – Notification of landlord	69.41.062
9A.210.080	Violations – Juvenile driving privileges	69.41.065
9A.210.090	Violations of Chapter 69.50 RCW not to be charged under Chapter 69.41 RCW – Exception	69.41.072
9A.210.100	Rules – Availability of lists of drugs	69.41.075
9A.210.110	Definitions	69.41.300
9A.210.120	Rules	69.41.310
9A.210.130	Practitioners – Restricted use – Medical records	69.41.320
9A.210.140	Public warnings – School districts	69.41.330
9A.210.150	Student athletes – Violations – Penalty	69.41.340
9A.210.160	Penalties	69.41.350
9A.210.170	Definition	69.50.101
9A.210.180	Drug paraphernalia – Definitions	69.50.102
9A.210.190	Prohibited acts: A – Penalties	69.50.401
9A.210.200	Possession of 40 grams or less of marihuana – Penalty	69.50.4014
9A.210.210	Penalties under other laws	69.50.404
9A.210.220	Prohibited acts: E – Penalties	69.50.412
9A.210.230	Drug paraphernalia – Selling or giving – Penalties	69.50.4121
9A.210.240	Violations – Juvenile driving privileges	69.50.420
9A.210.250	Seizure and forfeiture	69.50.505
9A.210.260	Burden of proof, liabilities	69.50.506
9A.210.270	Search and seizure of controlled substances	69.50.509
9A.210.280	Search and seizure at rental premises – Notification of landlord	69.50.510

Chapter 9A.220
OFFENSES INVOLVING MINORS AND SCHOOLS

9A.220.005 Crimes relating to schools and/or minors adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the SWMC section number is listed in the first column, the title of the adopted SWMC section and the RCW is listed in the second column and the reference to the RCW section number is listed in the third column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against minors or schools:

SWMC Section	Title	RCW Section (Source of Adopted Law)
9A.220.010	Unlawful harboring of a minor – Penalty – Defense – Prosecution of an adult for involving a child in commission of offenses	<u>13.32A.080</u>
9A.220.020	Providing shelter to minor – Requirement to notify parent, law enforcement, or department	<u>13.32A.082</u>
9A.220.030	Providing shelter to minor – Immunity from liability	<u>13.32A.084</u>
9A.220.040	Selling or giving tobacco to minor – Belief of representative capacity, no defense – Penalty	<u>26.28.080</u>
9A.220.050	Abusing or insulting teachers, liability for – Penalty	<u>28A.635.010</u>
9A.220.060	Willfully disobeying school administrative personnel or refusing to leave public property, violations, when – Penalty	<u>28A.635.020</u>
9A.220.070	Disturbing school, school activities or meetings – Penalty	<u>28A.635.030</u>
9A.220.080	Examination questions – Disclosing – Penalty	<u>28A.635.040</u>
9A.220.090	Certain corrupt practices of school officials – Penalty	<u>28A.635.050</u>
9A.220.100	Defacing or injuring school property – Liability of pupil, parent or guardian – Withholding grades, diploma, or transcripts – Suspension and restitution – Voluntary work program as alternative – Rights protected	<u>28A.635.060</u>
9A.220.110	Property, failure of officials or employees to account for – Mutilation by – Penalties	<u>28A.635.070</u>
9A.220.120	Interference by force or violence – Penalty	<u>28A.635.090</u>
9A.220.130	Intimidating any administrator, teacher, classified employee, or student by threat of force or violence unlawful – Penalty	<u>28A.635.100</u>
9A.220.140	Violations under RCW 28A.635.090 and 28A.635.100 – Disciplinary authority exception	<u>28A.635.110</u>

Chapter 9A.230 VIOLATION OF COURT ORDERS

9A.230.005 Court orders of protection or restraint offenses adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the SWMC section number is listed in the first column, the title of the adopted SWMC section and the RCW is listed in the second column and the reference to the RCW section number is listed in the third column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against governmental operations:

SWMC Section	Title	RCW Section (Source of Adopted Law)
9A.230.010	Disobedience of order – Penalties (anti-harassment)	<u>10.14.120</u>
9A.230.020	Criminal penalty (anti-harassment)	<u>10.14.170</u>
9A.230.030	Duties of court – No-contact order	<u>10.99.040</u>
9A.230.040	Victim contact (no-contact)	<u>10.99.050</u>
9A.230.050	Restraining orders (dissolution)	<u>26.09.300</u>
9A.230.060	Temporary restraining order (abuse of children)	<u>26.44.063</u>
9A.230.070	Temporary restraining order (abuse of children)	<u>26.44.067</u>
9A.230.080	Definitions (foreign protection orders)	<u>26.52.010</u>
9A.230.090	Foreign protection orders – Validity	<u>26.52.020</u>
9A.230.100	Violation of foreign orders – Penalties	<u>26.52.070</u>
9A.230.110	Definitions (vulnerable adults)	<u>74.34.020</u>
9A.230.120	Protection of vulnerable adults – Notice of criminal penalties for violation	<u>74.34.145</u>
9A.230.130	Violation of order – Penalties	<u>26.50.110</u>

Chapter 9A.240

MISCELLANEOUS CRIMES

9A.240.005 Hotel Offense.

The section of this chapter is hereby adopted in table form in which each row of the table represents a separate section in which the SWMC section number is listed in the first column, the title of the adopted SWMC section and the RCW is listed in the second column and the reference to the RCW section number is listed in the third column. Copies of the adopted code section of this chapter is on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as miscellaneous crimes:

SWMC Section	Title	RCW Section (Source of Adopted Law)
9A.240.010	Obtaining hotel by fraud	<u>19.48.110</u>



Agenda
Item No.

Date: November 23, 2021

Subject: Resolution No. 1077-21 Municipal
Court Services Agreement

FROM:

Doug Merriman, Ph.D, City Administrator

RECOMMENDED ACTION:

A motion to adopt Resolution No. 1077-21 appointing Brock Stiles as Municipal Court Judge, and authorizing the Mayor to sign a Municipal Court Services Agreement, as evidenced by Exhibit A to the Resolution.

1st read of Resolution No. 1077-21 was provided on November 10, 2021

ISSUE:

Should the City Council pass a resolution confirming the Mayor's appointment of Brock Stiles as Municipal Court Judge for the years 2022-2025?

BACKGROUND/SUMMARY INFORMATION:

Per RCW 3.50.040, a municipal judges are appointed for four-year terms. Appointments shall be made on or before December 1 of the year next preceding the year in which the terms commence.

Judge Brock Stiles will be completing his current four-term term on January 1, 2022. Mayor Johnson desires to reappoint Judge Stiles to a four-year term beginning January 1, 2022, and , accordingly, seeks City Council confirmation of this appointment per SWMC 2.16.030(A).

Resolution No. 1077-21 is presented to confirm the appointment. Exhibit A to the Resolution represents the Municipal Court Services Agreement outlining the terms and conditions of the Judge's responsibilities.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Resolution 1077-21 with Municipal Court Services Agreement
2. RCW 3.50,040

RESOLUTION NO. 1077-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SEDRO-WOOLLEY, SKAGIT COUNTY, WASHINGTON,
CONFIRMING THE MAYOR'S APPOINTMENT OF BROCK
STILES AS MUNICIPAL COURT JUDGE AND AUTHORIZING
THE MAYOR TO EXECUTE A JUDICIAL SERVICES
AGREEMENT**

WHEREAS, pursuant to SWMC 2.16.030, the Mayor has the authority to appoint the municipal court judge, subject to confirmation by the City Council, for a term of four years; and

WHEREAS, the current municipal court judge appointment expires on December 31, 2021; and

WHEREAS, the City Council desires to confirm the Mayor's reappointment of Brock Stiles as Judge of the Sedro-Woolley Municipal Court; and

WHEREAS, the Council supports the Mayor's appointment of Brock Stiles and finds the proposed agreement to be fair and reasonable;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of Sedro-Woolley, Washington, does the hereby confirm the Mayor's appointment of Brock Stiles as Municipal Court Judge for the four-year term of January 1, 2022 through December 31, 2025, and authorizes the Mayor, on behalf of the City, to execute a Judicial Services Agreement substantially in the form attached the hereto as Exhibit A.

PASSED by the City Council of the City of Sedro-Woolley, Washington, and approved by its Mayor at a regular meeting of said Council held on the 8th day of December, 2021.

Julia Johnson, Mayor

Attest:

Debbie Burton, Finance Director

Approved as to form:

Nikki Thompson, City Attorney

EXHIBIT A

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT

This agreement (the "Agreement") is by and between the City of Sedro-Woolley, a municipal corporation operating as a non-charter code city under the laws of the state of Washington (the "City"), and Brock Stiles ("Contractor"), and is dated the 23rd day of November, 2021.

RECITALS

- A. The City operates a Municipal Court pursuant to SWMC Chapter 2.16 and Chapter 3.50 RCW.
- B. The Contractor meets the judicial qualifications set forth at SWMC 2.16.030.
- C. The Contractor is willing and able to serve as the City's Municipal Court Judge for the four-year term ending December 31, 2025.
- D. The City and Contractor desire to enter into an agreement setting forth the relative rights, duties and obligation of the parties;

Now, therefore, in consideration of the mutual promises and covenants set forth below, the sufficiency of which is acknowledged by the parties, it is agreed as follows:

- 1. Appointment** - Effective November 23, 2021, and subject to confirmation by the Sedro-Woolley City Council, Contractor is appointed to be the Judge of the Sedro-Woolley Municipal Court.
- 2. Term** — The term of this agreement shall be from January 1, 2022 through December 31, 2025, unless sooner terminated as may be provided by law.
- 3. Duties** — Contractor agrees to serve as the Municipal Court Judge for the City of Sedro-Woolley with all the powers, duties, privileges and obligations which said office confers and in accordance with this Agreement and as required by the City's ordinances, the constitutions and laws of the state of Washington and the United States, and all other applicable laws and treaties. Contractor shall abide by the Rules of Judicial Conduct as promulgated by the Washington Supreme Court. Contractor shall at all times maintain his status as a licensed attorney in the state of Washington in the status of either active or judicial. The services to be provided will include regularly scheduled court sessions and any administrative work and out-of-court work done by the Municipal Court Judge, and all time expended for judicial education. In addition to regularly scheduled sessions of the Sedro-Woolley Municipal Court, the Judge shall conduct arraignments, probable cause hearings, drug forfeiture hearings, bail hearings, jury trials, or other court hearings as may

be necessary, and shall otherwise be available, as needed, to provide the Municipal Court services in accordance with SWMC Chapter 2.16 and state statute. Contractor shall also use the Contractor's best efforts to improve the City's Court by advancing the causes of justice, impartiality, fairness and efficiency in all of the Court's business.

4. Compensation — The parties acknowledge that compensation is based upon the assumption that the Contractor will attend all regularly scheduled court appearance calendars each month, provide office hours to perform administrative duties of the Court, in addition to occasional phone calls with court staff and the police department. Based upon the foregoing, the City shall compensate Contractor in accordance with the City's salary ordinance for all the Contractor's time, both judicial and administrative. The rate of compensation may be adjusted annually by ordinance.

5. Interaction with City:

A. The City Administrator for the City shall be responsible for managing this contract on behalf of the City.

B. The Contractor, at such times and such form as the City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this agreement.

6. Judges Pro Tem — In the event the Contractor is unable to serve due to disability, illness and/or absence, an actual conflict, or an affidavit of prejudice, it shall be the Contractor's responsibility to so notify the Court Clerk who shall make arrangements for the presence of a Judge pro tem. All Judges pro tem shall be qualified to hold the position of Judge of the Municipal Court, as provided the herein. Judges pro tem shall be paid by the City. The City will be responsible for compensating the pro tempore judge; provided that, when a judge pro tempore serves when Contractor is unable to serve due to disability, illness and/or absence, the City shall deduct pro-tem costs dollar-per-dollar from the flat base rate of compensation per month paid to the judge.

7. Status — Contractor will be an independent contractor, and shall pay all of the Contractor's own withholding taxes, social security taxes, and any other payroll taxes.

The Contractor, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Contractor shall maintain a professional liability policy to protect Contractor and the City from losses and claims which may arise out of or result from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

- 8. Termination** — This agreement shall be in effect during the term specified in paragraph 2 unless terminated by mutual agreement or according to law. The City shall release Contractor from the Contractor's obligations under this Municipal Court Judicial Services Agreement if Contractor accepts a full-time judicial appointment, in which case Contractor will release the City from its obligations.
- 9. General Rule 29** —The parties agree that the provisions of Washington State Rules of Court General Rule 29, which governs the election, term, vacancies, removal, selection, responsibilities and authorities of presiding judges in courts of limited jurisdiction, shall be applicable to all court operations and personnel.
- 10. Qualification** — Contractor declares that the Contractor is, and shall at all times during the term of this Agreement be, qualified to serve as a Municipal Court Judge in that the Contractor is a citizen of the United States and of the State of Washington, resides in Skagit County, and an attorney admitted to practice law before the courts of record of the State of Washington
- 11. Indemnity Agreement** — The City shall defend, indemnify and hold Contractor and/or pro tem judges that may serve in the Contractor's absence, harmless from any and all claims arising out of the good faith performance of the Contractor's duties and functions as the Sedro-Woolley Municipal Court Judge.
- 12. Non-discrimination** — The Contractor agrees to take all necessary and affirmative steps to ensure compliance with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Contractor shall not discriminate in any employment action or in the representation of any client because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap.
- 13. Conflict of Interest** — In addition to Rule of Professional Conduct 1.7, the Contractor shall comply with all federal and state conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement, applicable court rules and the Canons of Judicial Conduct promulgated by the Washington Supreme Court.

14. Interpretation and Venue:

- A. Washington law shall govern the interpretation of this Agreement. Skagit County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

C. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF SEDRO-WOOLLEY

STILES LAW, INC., P.S.

By _____
Mayor Julia Johnson

By _____
Brock Stiles, WSBA No. 15707
P.O. Box 228
Sedro-Woolley, WA 98284
Tax ID # _____

Attest:

Debbie Burton, Finance Director

Approved as to Form:

Nikki Thompson, City Attorney

RCW 3.50.040**Municipal judges—Appointed—Terms, qualifications—District judge as part-time municipal judge.**

Within thirty days after the effective date of the ordinance creating the municipal court, the mayor of each city or town shall appoint a municipal judge or judges of the municipal court for a term of four years. The terms of judges serving on July 1, 1984, and municipal judges who are appointed to terms commencing before January 1, 1986, shall expire January 1, 1986. The terms of their successors shall commence on January 1, 1986, and on January 1 of each fourth year thereafter, pursuant to appointment or election as provided in this chapter. Appointments shall be made on or before December 1 of the year next preceding the year in which the terms commence.

The legislative authority of a city or town that has the general power of confirmation over mayoral appointments shall have the power to confirm the appointment of a municipal judge.

A person appointed as a full-time or part-time municipal judge shall be a citizen of the United States of America and of the state of Washington; and an attorney admitted to practice law before the courts of record of the state of Washington: PROVIDED, That in a municipality having a population less than five thousand persons, a person who has taken and passed by January 1, 2003, the qualifying examination for a lay candidate for judicial officer as provided by rule of the supreme court may be the judge. Any city or town shall have authority to appoint a district judge as its municipal judge when the municipal judge is not required to serve full time. In the event of the appointment of a district judge, the city or town shall pay a pro rata share of the salary.

[**2002 c 136 § 2**; **1984 c 258 § 106**; 1975-'76 2nd ex.s. c 35 § 1; **1961 c 299 § 53**.]

NOTES:

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW **3.30.010**.

Application—1984 c 258 §§ 101-139: See note following RCW **3.50.005**.



Agenda
Item No.

Date:

November 23, 2021

Subject:

Confirmation of Mayoral
Reappointment Of Reta Stephenson to
the Sedro-Woolley Housing Authority
Commission.

FROM:

Doug Merriman, Ph.D, City Administrator

RECOMMENDED ACTION:

A motion to confirm the reappointment of Reta Stephenson to the Sedro-Woolley Housing Authority Commission.

ISSUE:

Should the Council confirm the Mayor's appointment to the Sedro-Woolley Housing Authority Commission?

BACKGROUND/SUMMARY INFORMATION:

The Sedro-Woolley Housing Authority Commission has one position that is open as a result of the passage of time. The following is a list of the current members and their terms of service:

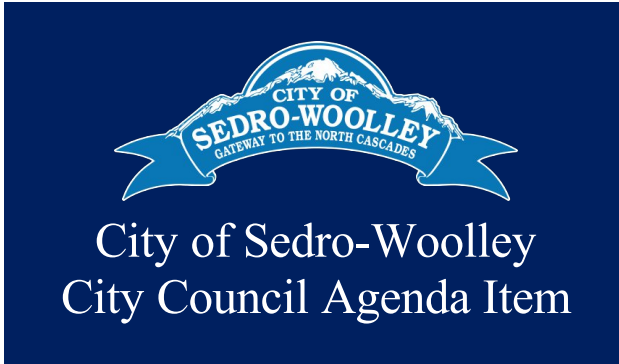
<u>Current Member</u>	<u>Expiration Date</u>
Laurie Fellers (Chair)	12/31/2024
Kacy Johnson	12/31/2025
Lee Elliott	12/31/2026
Reta Stephenson	12/31/2027
Dona Cowan	12/31/2028

SWMC Chapter 2.36 empowers the mayor to appoint and the council to confirm the appointment. A member's term is five years; the mayor has reappointed Reta Stephenson to a new term as follows:

<u>Appointee</u>	<u>Expiration Date</u>
Reta Stephenson	12/31/2027

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:



Agenda Item No.	
Date:	November 23, 2021
Subject:	Swearing in of previously appointed City Councilmembers who have been elected to new terms beginning 1/1/2022.

FROM:

Doug Merriman, PhD, City Administrator

RECOMMENDED ACTION:

Administer the Oath of Office to the following newly elected City Council members for positions previously filled by appointees:

JoEllen Kesti, Ward Two

Sarah Diamond, Ward Three

Nicholas Lavacca, At Large

ISSUE:

The topic is the administering of the Oath of Office to newly elected officials for positions previously filled by appointees due to vacancies. This Oath of Office is for the "short period" beginning the date of the Oath of Office until January 1, 2022. The Oath of Office will again be presented to these same council members for the 4-year regular term beginning January 1, 2022.

BACKGROUND/SUMMARY INFORMATION:

Process for newly elected officials who have been filling a position that is currently occupied by an appointee?

Those who are elected to fill a position that had been filled by a person appointed to it (i.e., to fill a vacancy) may take the oath of office and assume the position as soon as election results are certified. This newly elected official then fills what is called the "short term," from taking the oath of office until January 1. However, for the next full term, which begins January 1, that same official should take the oath of office again.

The oath of office may be administered by any notary public or by any other officer authorized by statute to administer oaths per [RCW 29A.04.133\(3\)](#).

FISCAL IMPACT, IF APPROPRIATE:

There is no fiscal impact to this action.

ATTACHMENTS:



Agenda
Item No.

Date:

Subject:

November 23, 2021

Presentation and Update on Skagit First
Step Center - Tina Tate

FROM:

RECOMMENDED ACTION:

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:



Agenda
Item No.

Date: November 23, 2021

Subject: Public Hearing and 2nd Read: Utility
Rate Ordinances for 2022

FROM:

Debbie Burton, Finance Director

RECOMMENDED ACTION:

Hold a Public Hearing and following the Hearing take action to Approve Ordinances No. 1997-21, 1998-21, and 1999-21 for 2022 utility rates.

ISSUE:

To balance the 2022 utility budgets, to fund the City Council's priorities, and to meet the City's Capital Facilities Plan requirements, the City Council needs to consider the City's utility rates for sewer, storm water and garbage and recycling services, effective January 1, 2022.

BACKGROUND/SUMMARY INFORMATION:

After considerable work by all the departments and discussion by Council at the November 3, 2021 Study Session and the November 10, 2021 council meeting, the 2022 Rate Ordinances are a reflection of the level of service demands and the related market conditions of our three utilities. In a general sense, city utilities are run as Enterprise Funds, meaning they have to operate almost as competitive businesses as they have the same market pressures and business environments as private companies. The differences are that our utility funds operate as 'break even' entities — we do not generate profit margins or excess surpluses of cash. Accordingly, where private companies may have relatively larger reserves to tap into to flex with market conditions, municipal utilities may not have that same level of flexibility. Rate adjustments are required to ensure that we keep our businesses solvent and able to provide a proper level of service to our customers.

What this means, though, is that our businesses will be more sensitive to changes in the economy and require rate adjustments to remain solvent. The rate adjustments we do on an annual basis are primarily for: 1) the costs of inflation on goods and services (CPI-U increased Sedro-Woolley 5.5%), 2) the cost of increased regulation by State Agencies, and 3) the cost to replace equipment and infrastructure that deteriorates over time. The proposed rate adjustment for 2022 is a utility rate increase of 2.3% which is the same increase approved in 2021 and amount included in the 2021-2022 Approved Budget.

This agenda item is to hold a Public Hearing to receive public testimony and take action on the proposed Ordinances.

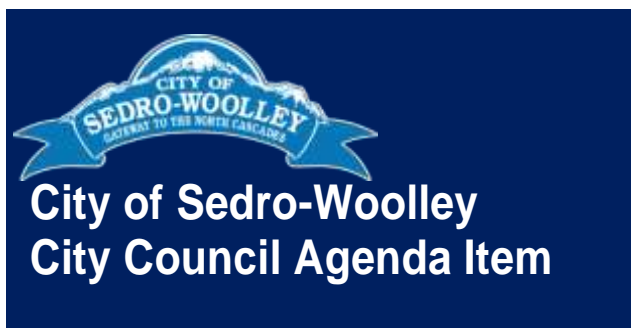
FISCAL IMPACT, IF APPROPRIATE:

Fund 401 Sanitary Sewer Est. Rate Revenue Increase \$89,300
Fund 412 Solid Waste Est. Rate revenue increase \$37,330
Fund 425 Stormwater Est Rate revenue increase \$19,627

Total Revenue Increase \$146,257

ATTACHMENTS:

1. 11/3/21 Council Workshop Memo re Utility Rate Adjustments
2. 2022 Sewer Rate Ordinance No. 1997-21
3. 2022 Storm Rate Ordinance 1998-21
4. 2022 Solid Waste Rate Ordinance 1999-21



Agenda Item No. _____

Date: November 3, 2020

Subject: Work Session
2022 Utility Rate Ordinances

Work Session

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

RECOMMENDED ACTION: FIRST READING 11/10/2021 – NO ACTION REQUIRED

1. A motion to adopt Ordinance No. ____-21 increasing the 2022 Fees and Charges for the use of the City of Sedro-Woolley Sanitary Sewer System
2. A motion to adopt Ordinance No. ____-21 amending Section 8.04.075 of the Sedro-Woolley Municipal Code to Increase 2022 Solid Waste Utility Rates and Charges
3. A motion to adopt Ordinance No. ____-21 amending the 2022 Fees and Charges for the use of the City of Sedro-Woolley Storm and Surface Water Utility System

ISSUE:

Shall Council adopt ordinances amending the Fees and Charges for use of the Sedro-Woolley Sewer, Solid Waste and Stormwater Utilities?

BACKGROUND / SUMMARY INFORMATION:

Staff annually reviews the Sanitary Sewer, Solid Waste and Storm Water Utility rates to determine the need for rate adjustments to reflect inflation, increased operation and maintenance costs and capital improvement costs. The ordinances amending the 2021 Fees and Charges for use of the Sedro-Woolley Sewer, Storm Water and Solid Waste Utilities each provide for annual adjustment of the charges and fees based on the Consumer Price Index – Urban for Seattle-Tacoma-Bellevue. The rates were last amended under Ordinance 1965-20 Sanitary Sewer System adopted November 12, 2020, and Ordinance 1966-20 Solid Waste and 1967-20 Storm and Surface Water Utility System, each adopted November 24, 2020. All three ordinances were effective on January 1, 2021. The 2021 increases for all three utilities were 2.3%.

Following are comments general to all three funds, followed by specific notes on the individual utilities.

GENERAL COMMENTS

Consumer Price Index – Urban (CPI-U)

Annual rate adjustment in recent years have used the Consumer Price Index – Urban for Seattle/Tacoma/Bremerton as reference. Following is a breakdown of the past three years. A more detailed chart is also attached. Recent Covid-19 impacts to the supply chain have resulted in an ongoing spike in CPI-U.

TIMELINE

June 2018 – June 2019

CPI-U

2.3%

SW Adopted

2.3%

June 2019 - June 2020	0.95%	2.3%
June 2020 – June 2021	5.5%	2.3%

While the most recent rate is 5.5%, the previous year actual was 0.95%. The two year average would be 3.2%. The recent spike is ongoing as of September 2021, and likely to continue into 2022.

What the Utility Rate Structure supports

The utility rate structure is designed to support ongoing operations and maintenance (OM) of each utility, support the Equipment Repair and Replacement Fund (ERR), and support for the city's planned Capital Improvements (CIP) related to each utility. Each of these functions is addressed in turn.

Operations and Maintenance. OM includes the annual increases in salaries and benefits. Salaries have increased on average 2% per year in recent years, driven by our AFSCME collective bargaining agreement. The AFSCME agreement is currently under negotiation, and an increase beyond the 2% level is in discussion. Benefits have also increased 7-8% due to ongoing health care premium increases from our provider. General operating expenses are also subject to ongoing price inflation for services, fuel, materials and equipment to support the utility.

Equipment Repair and Replacement. Equipment replacement costs continue to increase at levels near or exceeding the CPI. Staff adjusts the ERR on an annual basis to reflect the actual cost on new equipment, and adjusts deposits from each fund to the fund 501 ERR account accordingly. It should be noted that the general fund departments are experiencing this same level of inflation. Police and Fire in particular have seen recent increases on new vehicles and apparatus on the order of 5% to 6% per year. The ERR was adjusted in 2020 to reflect the higher Public Safety inflation rates.

Capital Improvement Program. Utility rate revenue funds support required infrastructure improvements to maintain our existing Wastewater, Solid Waste and Stormwater infrastructure. Expansion of the system to support growth is handled primarily through the sewer General Facilities Charges (GFC) or Impact Fees paid by new development. The Sewer Fund includes GFC collection to address growth impacts to the system. The Stormwater and Solid Waste Utilities currently does not include a GFC or Impact Fee. The Sewer Utility GFC was last adjusted by 2.3% in conjunction with the 2021 rate adjustment.

City Council adopted Comprehensive Financial Management Policies. Council has adopted the GFOA best practices recommendation for Ending Fund Balances at 16.67% of Cash Balance plus Revenues. This is reflected in the comments below. Finance plans to review this practice later in the year.

FUND 401 SEWER UTILITY

Council adopted the 2021 rate and General Facilities Charge (GFC) adjustment on 11/12/2020 under Ordinance 1965-20 effective 1/1/ 2021. The 2021 adjustment was 2.3% for both monthly rates and GFC.

This utility is regulated under a WA Department of Ecology Wastewater Permit. The system includes the Wastewater Treatment Plant, 12 Pump Stations and 262,540 LF of collection piping. Seven field Full Time Employees (FTE) maintain this system.

2021 Revenue is budgeted at \$4,327,316, excluding a \$2,000,000 transfer from Fund 410 for CIP. 2021 Operating Expenses (including debt, transfers and \$2,804,000 CIP Projects) are budgeted at \$4,768,216. 2021 Ending Fund Balance target is \$1,888,439, which meets the target EFB of \$1,109,664. Fund 410 Sewer Reserve 2021 EFB is \$3,552,718, well in excess of the target of \$1,000,000. These numbers assume that most of the recently awarded WWTP Lab/Ops Building Project construction will happen in 2022.

The **General Sewer System Plan Update** was adopted by council on 12/9/2020 and approved by Ecology on 7/9/2021. The Plan reviews Capital Improvements (CIP) planned over the next ten years to maintain and improve the Wastewater Treatment Plant and the sewer collection system. These projects include an anticipated WWTP upgrade near the end of the study period estimated at a cost of over \$20,000,000. Collection system rehabilitation projects average \$400,000 per year over this period.

As noted in the Sewer Comprehensive Plan and the related **2021 Sewer Outlook** incorporated in the Plan, annual adjustments to the Sewer utility rate are vital to the support of both OM and the CIP. The Plan recommends 2.3% annual rate increases for both rates and GFC throughout the planning horizon. With this assumption, the Sewer Utility can construct CIP prior to the WWTP expansion without new debt, and pay off the remaining PWTF loans used to reconstruct the trunk sewer system incurred between 2006 and 2009. New debt will be required when the WWTP expansion is built (estimated for 2026-2027); but with the assumption of continuing annual rate increases, and retirement of the PWTF loan, major rate increases are avoided. Conversely reduction in the recommended annual rate increases would only result in significantly larger required increases in future years.

Katy Isaksen (KIA) has updated the 2021 Sewer Outlook to reflect actual 2020 revenues and costs, and to reflect the recent CPI-U costs on the expenditure side of the utility. The attached 10/21/21 version is the result. Katy will be present at the work session via videoconference to review the updated Outlook.

As noted above, the June 2020-June 2021 CPI-U for Seattle-Tacoma-Bellevue is estimated at approximately 5.5%. Revisions made in late 2020 to the methodology for charging the utility for indirect cost allocations (IDCA) will lower the 2021 costs to the utility by approximately \$468,486 for 2021 (14.4% of budgeted revenue). This cushion would allow the utility to absorb the 2021 CPI-U difference (approx. \$104,800), while improving the Ending Fund Balance for the utility. This adjustment results in the utility (both Fund 401 and 410) remaining within planned ending fund balances through the ten year planning window.

With these factors considered, staff recommends remaining with the 2.3% escalator for 2022 for both the Sewer monthly charge and GFC.

FUND 412 SOLID WASTE UTILITY

The 2021 adjustment for Solid Waste was adopted by council 11/24/20 under Ordinance 1966-20 effective 1/1/2021. The Solid Waste container rates were increased by 2.3% with the 2021 adjustment.

Seven field FTE operate this system.

2021 Revenue is budgeted at \$3,079,179. 2021 Operating Expenses (including transfers) are budgeted at \$3,118,133. 2021 Ending Fund Balance budget is \$78,402, which is below the recommended EFB of \$532,862. Fund 413 Solid Waste Reserve 2021 EFB is \$531,078.

It is expected that operating costs and county tipping fees will increase in 2022 in conjunction with the effects of Covid-19 and normal inflation as evidenced by the CPI -U changes. This utility generally runs pretty close to budget, and has a minimal budgeted ending fund balance. As with the Sewer utility, there is a onetime indirect cost allocation revision in 2021 with an estimated savings of \$91,237 (5.6% of budgeted rate revenue). This cushion would allow the utility to absorb the 2021 CPI-U difference (approx. \$51,800), while slightly improving the Ending Fund Balance for the utility.

With these factors considered, staff recommends remaining with the 2.3% escalator for 2022 for both the Solid Waste utility charges.

FUND 425 STORMWATER UTILITY

The 2021 adjustment for Stormwater was adopted by council 11/24/20 under Ordinance 1967-20 effective 1/1/2021. Stormwater utility rates were increased by 2.3% with the 2021 adjustment.

This system is regulated under a WA Ecology Stormwater Permit similar to the Sewer system. The system includes two pump stations, 26 flow control or water quality systems and 216,820 LF of collection pipe and culverts, and 37,950 LF of ditch and 4.5 miles of Brickyard Creek. For comparison purposes, the Stormwater System has approximately the same footage of collection system piping as the Sanitary Sewer system. The Stormwater utility does not include a centralized treatment system like the WWTP but relies rather a system of regional treatment ponds, detention pipes and infiltration. Two field FTE maintain this system.

2021 Revenue is budgeted at \$950,831. 2021 Operating Expenses (including transfers) are budgeted at \$1,201,011. 2021 Ending Fund Balance budget is \$335,439, above the recommended EFB of \$256,126. Fund 426 Stormwater Reserve 2021 targeted EFB is \$269,815.

This utility also generally runs close to budget. It will also be subject to the one-time indirect cost allocation revision noted for Sewer, with an estimated savings of \$248,396 for 2021 (34.1% of rate revenue). This cushion would allow the utility to absorb the 2021 CPI-U difference (approx. \$23,000), while still improving the Ending Fund Balance / Reserve Fund for the utility.

It should also be noted that there is a need to fund and perform an update of the **1997 Stormwater Management Plan Update**, estimated at \$150,000. This plan update has been deferred for budget and staffing purposes over the past few years. It can be expected that the plan update will include a recommendation to add a general facilities charge to fund Capital Improvement Projects identified in the Plan. The GFC would provide funding for stormwater facility improvements that are needed to provide regional stormwater treatment and retention functions related to growth and infill. The current utility does not collect GFC charges.

With these factors considered, staff recommends remaining with the 2.3% escalator for 2022 for the Stormwater utility fees.

FISCAL IMPACT, IF APPROPRIATE:

Fund 401 Sanitary Sewer Est. Rate Revenue Increase	\$89,300
Fund 412 Solid Waste Est. Rate revenue increase	\$37,330
Fund 425 Stormwater Est Rate revenue increase	\$19,627
Total	\$146,257

ATTACHMENTS:

1. 2021 Sewer Outlook (10/21/2021 Version)
2. Consumer Price Index, Seattle Area - August 2021
3. Draft Ordinance No. ____-21 amending sanitary sewer rates (council meeting only)
4. Draft Ordinance No. ____-21 amending solid waste rates (council meeting only)
5. Draft Ordinance No. ____-21 amending storm water rates (council meeting only)

SEDRO-WOOLLEY SEWER 2021 UPDATED OUTLOOK	Actual 2019	Actual 2020	Budget 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029
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2021 Sedro-Woolley Sewer Outlook

Prepared by Katy Isaksen & Assoc.

Discussion Packet for Utilities Committee, 11/3/21
2021 Sewer Update DRAFT 10/27/21**2021 KEY ASSUMPTION UPDATES:**

1. Updated ERU projections, 100/year in 2021-2024, then 50/year (increased revenue)
2. Reduced Indirect Cost Allocation (reduced cost, more reserves available to WWTP, less to borrow)
3. Assumed GFC & Rates continue to increase at planned 2.3% per year (less than actual CPI cost escalation)
4. Increased CPI cost escalation on operating expenses - from 2.3% to 5.0% in 2022, 4.0% in 2023, 3.0% in 2024+ (increased cost)
5. Updated known capital project estimates, did not change construction cost escalator from 4.0%

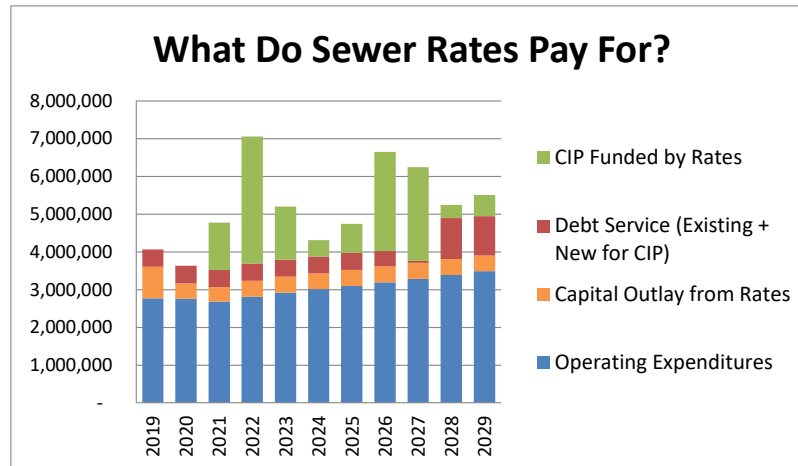
2021 CONCLUSION:

Plan of 2.3% annual increases in GFC & Rates still works, primarily due to reduction in indirect cost methodology.

Must continue to monitor impacts of sharing City costs, actual cost escalation factors, and impacts on construction due to pandemic & other industry factors.

SEDRO-WOOLLEY SEWER OUTLOOK

What Do Sewer Rates Pay For?	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Operating Expenditures	2,767,732	2,765,701	2,681,628	2,814,726	2,926,528	3,013,734	3,103,556	3,196,072	3,291,364	3,389,515	3,490,611
Capital Outlay from Rates	840,316	404,250	387,000	420,000	420,000	420,000	420,000	420,000	420,000	420,000	420,000
Debt Service (Existing + New for CIP)	464,356	464,360	459,900	456,946	453,996	451,045	448,093	406,863	54,103	1,090,092	1,037,000
CIP Funded by Rates	-	-	1,253,926	3,368,315	1,403,268	425,829	771,845	2,630,548	2,486,857	350,000	560,344
Total	4,072,403	3,634,311	4,782,454	7,059,987	5,203,792	4,310,607	4,743,493	6,653,483	6,252,324	5,249,607	5,507,955



SEDRO-WOOLLEY SEWER 2021 UPDATED OUTLOOK	Actual 2019	Actual 2020	Budget 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029
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2021 UPDATED OUTLOOK SUMMARY - increase in ERU's 2021-24, reduce indirect expense**SCEN 21-1: Keep GFC conn. fee & rate increases at 2.3% per year, adjust for higher inflation on the expense side (5% 2022, 4% 2023, 3% 2024+)**

OUTLOOK SUMMARY 10/20/21	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
ASSUMPTIONS:											
New Connections (ERU's)	89	51	100	100	100	100	50	50	50	50	50
Monthly Rate Increase - by year		\$1.46	\$1.50	\$1.53	\$1.57	\$1.60	\$1.64	\$1.68	\$1.72	\$1.76	\$1.80
Single Family Monthly Rate	\$63.45	\$65.08	\$66.58	\$68.11	\$69.68	\$71.28	\$72.92	\$74.60	\$76.32	\$78.08	\$79.88
Connection Fee (GFC)	\$6,995	\$8,495	\$8,690	\$8,890	\$9,094	\$9,303	\$9,517	\$9,736	\$9,960	\$10,189	\$10,423
Sewer Service Charges	3,678,370	3,792,423	3,912,497	4,036,774	4,165,901	4,299,416	4,416,113	4,536,549	4,660,783	4,788,869	4,920,864
Utility Tax Collected	345,910	400,420	409,910	422,930	436,459	450,447	462,674	475,292	488,307	501,727	515,556
Other Revenue & Charges	81,282	39,539	34,800	34,800	34,800	34,800	34,800	34,800	34,800	34,800	34,800
Transfer from Reserve 410	-	-	-	1,700,000	600,000	-	-	1,630,000	1,100,000	-	100,000
Total Operating Revenue - 401	4,105,562	4,232,382	4,357,207	6,194,504	5,237,160	4,784,664	4,913,586	6,676,641	6,283,890	5,325,396	5,571,220
Operating Expenditures	3,608,047	3,169,951	3,068,628	3,234,726	3,346,528	3,433,734	3,523,556	3,616,072	3,711,364	3,809,515	3,910,611
Existing Debt Service	464,356	464,360	459,900	456,946	453,996	451,045	448,093	406,863	54,103	53,092	-
Sewer Capital Improvements (CIP)											
CIP Funded by Rates	-	-	1,253,926	3,368,315	1,403,268	425,829	771,845	2,630,548	2,486,857	350,000	560,344
New Debt for CIP	-	-	-	-	-	-	-	-	-	1,037,000	1,037,000
Total Expenditures - 401	4,072,403	3,634,311	4,782,454	7,059,987	5,203,792	4,310,607	4,743,493	6,653,483	6,252,324	5,249,607	5,507,955
Annual Surplus (Deficit)	34,713	1,418,265	(425,248)	(865,482)	33,368	474,056	170,093	23,158	31,566	75,789	63,265

WW Facilities Reserve Activity

General Facilities Charges from new connections are deposited into the WW Facilities Reserve Fund 410 and will be used as part of the "Transfer from Reserve 410" to fund the CIP and New Debt for CIP. It is anticipated that available funds will be used to reduce the necessary borrowing for the next WWTP upgrade and maintain the target minimum balance of \$2,000,000.

Use of Reserves toward WWTP	-	(2,000,000)	-								
Est. WW Facilities Reserve 410								\$4,255,284	\$1,561,284	\$1,951,734	\$2,392,384
Includes Minimum Target Reserve								\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Estimated WWTP Debt Payment 2029											\$1,037,000

Key Assumptions:

- Estimated # of new connections: 100/year in 2021-24 and 50/year 2025+
- Assumed that \$350,000/year from Other Improvements with manhole improvements was covered by CIP
- Minimum WW Reserve Fund Balance is \$1,000,000

SEDRO-WOOLLEY SEWER	Actual	Actual	Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
2021 UPDATED OUTLOOK	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029

SCEN 21-1: Keep GFC conn. fee & rate increases at 2.3% per year, adjust for higher inflation on the expense side

- Assume cost escalation is 5.0% in 2022, 4.0% in 2023, 3.0% in 2024+
- No longer eligible for Precon Hardship, so do not plan to borrow 50% of WWTP Upgrade design in 2026.
- Borrow for WWTP Upgrade construction less \$2M in 2027 (\$14.7M)
- Ending Balance in WWTP Reserve Fund \$2.4M in 2029 (including \$1M emergency reserve) after WWTP contribution

SCEN: Bump GFC, then by inflation	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
ASSUMPTIONS:											
New Connections (ERU's)	89	51	100	100	100	100	50	50	50	50	50
Monthly Rate Increase - by year			\$1.50	\$1.53	\$1.57	\$1.60	\$1.64	\$1.68	\$1.72	\$1.76	\$1.80
Connection Fee (GFC)	\$6,995	\$8,495	\$8,690	\$8,890	\$9,094	\$9,303	\$9,517	\$9,736	\$9,960	\$10,189	\$10,423
Single Family Monthly Rate	\$63.45	\$65.08	\$66.58	\$68.11	\$69.68	\$71.28	\$72.92	\$74.60	\$76.32	\$78.08	\$79.88
Use of Reserves toward WWTP								-	(2,000,000)	-	
Est. WW Facilities Reserve 410								\$4,285,284	\$1,591,584	\$1,982,334	\$2,423,284
Includes Minimum Target Reserve								\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Estimated WWTP Debt Payment 2029											\$1,037,000

This scenario provides an estimated savings of \$147,000 per year in annual debt payments

Est. annual debt in plan \$1,184,000
 Est. annual debt savings (\$147,000)

2021 OUTLOOK 10-21

SEDRO-WOOLLEY SEWER 2021 UPDATED OUTLOOK	Actual 2019	Actual 2020	Budget 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029
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SEWER CAPITAL IMPROVEMENT PLAN (CIP) SUMMARY

Recommended 10-Year CIP	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Conveyance CIP (escalated)	\$0	\$0	\$782,905	\$613,614	\$425,829	\$771,845	\$447,417	\$486,857	\$350,000	\$560,344
Treatment Plant CIP (escalated)	\$94,915	\$1,253,926	\$2,585,409	\$789,655	\$0	\$0	\$2,183,131	\$16,737,336	\$0	\$0
Total 10-Year CIP (escalated)	\$94,915	\$1,253,926	\$3,368,315	\$1,403,268	\$425,829	\$771,845	\$2,630,548	\$17,224,193	\$350,000	\$560,344

10-Year CIP Funding Sources	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Loans (Ecology, PWTF)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,737,336	\$0	\$0
Rates/Reserves	\$94,915	\$1,253,926	\$3,368,315	\$1,403,268	\$425,829	\$771,845	\$2,630,548	\$2,486,857	\$350,000	\$560,344
Total 10-Year CIP Funding Sources	\$94,915	\$1,253,926	\$3,368,315	\$1,403,268	\$425,829	\$771,845	\$2,630,548	\$17,224,193	\$350,000	\$560,344

Sedro is No Longer Eligible for preconstruction hardship (Aug. 2021) so no reason to borrow for design (was planned to bring in potential 50% subsidy/grant)

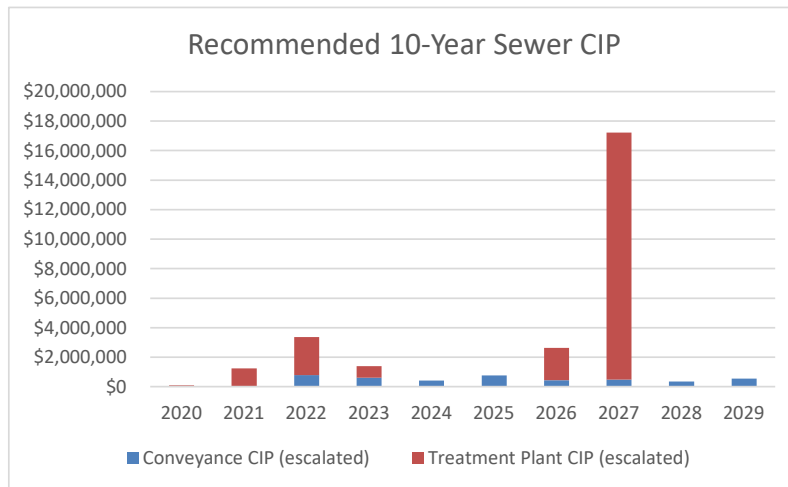


Table A. Seattle-Tacoma-Bellevue, WA, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2017		2018		2019		2020		2021	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	1.0	3.4	0.8	3.3	0.7	2.7	1.0	2.5	1.2	1.7
April	0.8	3.1	0.8	3.3	0.5	2.4	-0.6	1.3	1.1	3.4
June	0.8	3.0	0.8	3.3	0.7	2.3	0.2	0.9	2.2	5.5
August	-0.2	2.5	-0.3	3.1	0.6	3.2	1.4	1.6	1.1	5.2
October	0.5	3.0	0.4	3.1	-0.6	2.2	-0.1	2.1		
December	0.5	3.5	0.2	2.8	0.3	2.2	-0.4	1.4		

ORDINANCE NO. 1997-21

AN ORDINANCE AMENDING CHAPTER 13.30 OF THE SEDRO-WOOLLEY MUNICIPAL CODE TO UPDATE THE 2022 FEES AND CHARGES FOR THE USE OF THE SANITARY SEWER SYSTEM

WHEREAS, the City has established a Sewer Utility; and

WHEREAS, the purpose of this utility is to collect funds to regulate and operate a system of collection and treatment of wastewater; and

WHEREAS, it is recognized that wastewater collection and treatment benefits all citizens of Sedro-Woolley; and

WHEREAS, the cost of doing business continues to increase and one measure of that increase is the Consumer Price Index for Seattle-Tacoma-Bellevue which increased 5.5% from June of 2020 to June of 2021; and

WHEREAS, the Wastewater Treatment Plant requires additional capital investment including additional space, real estate and physical improvements to the plant; and

WHEREAS, the City Council desires to balance the capital investment between rates and debt financing; and

WHEREAS, the City Council desires to balance the financial stability and fiscal sustainability of its utilities with the services needed by the community; and

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

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

Section 1: SWMC Section 13.30.010 is hereby amended to read as follows:

13.30.010 Effective date.

Commencing on January 1, 2022, the sewer service charges specified in this chapter shall take effect. For buildings which have a public sewer available after that date, a sewer service charge shall commence thirty days after such public sewer has been available and notice of such availability is given.

Section 2: SWMC Section 13.30.020 is hereby amended to read as follows:

13.30.020 Residential rates.

Unless exempt from connection to the sewer, there shall be charged to each single residential dwelling unit (including mobile or manufactured homes on individual lots or in a

mobile home park), and to each unit of a residential duplex (two units) or triplex (three units) dwelling, to which sewer service is available a basic monthly sewer service charge as follows:

January 1, 2022 and thereafter: \$68.11

The City Council shall review and adjust these rates annually or as needed.

Section 3: SWMC Section 13.30.040 E is hereby amended to read as follows:

13.30.040 Nonresidential schedule and other provisions.

E. The volume rate shall be as follows:

January 1, 2022 and thereafter \$6.30 per 100
 cubic feet

Section 4: SWMC Section 13.30.130 A is hereby amended to read as follows:

Maximum Charge. The maximum charge for sanitary sewer service under this chapter at a single-family residence owned and occupied by an eligible head of household, as defined in subsection B of this section, shall be sixty-eight dollars and eleven cents (\$68.11) per month, provided however, that no more than one sanitary sewer connection shall be made at such residential parcel without additional charge being made at the regular rate. This discount will not apply to rentals, units of multifamily structures that are not owner-occupied, non-owner occupied units in mixed use structures. This discount is intended to apply only to residential uses, billed separately, for qualified resident/owners.

Section 5. SWMC Section 13.16.035 is hereby amended as follows:

In addition to any permit fees and other charges required by city ordinance or regulation, and not in lieu thereof, at the time of building permit issuance (or, if no building permit, then at time of connection or commencement of use), there shall be a general facilities charge for connection to the city sewer system, which shall be paid in the sum of eight thousand nine hundred dollars (\$8,900.00) per equivalent residential unit (ERU), to be determined as set forth in this section.

Exception: For complete building permit applications, at the time of issuance of any single-family residential building permit for a dwelling unit that is being constructed for resale, the applicant/owner may elect to record a covenant, in a form to be approved by the city attorney, against the property that requires payment of the impact fees and/or general facilities charges due and owed in accordance with this chapter and any other applicable sections of the Sedro-Woolley Municipal Code, by providing for full payment through escrow of the fees due and owed to be paid at the time of closing of sale of the lot or unit; but in no case shall the structure be occupied prior to the required payment. The awarding of credits shall not alter the applicability of this section.

A. "Equivalent residential unit (ERU)" is defined as a common measure for all types of users to put them on an equivalent basis with a single-family residential user. The ERU is determined by

the anticipated water consumption from a connection. One ERU is equal to seven hundred fifty cubic feet of water consumption per month.

B. Single-Family Residential. Each single-family dwelling unit, including single-family (one unit), duplexes (two units), triplexes (three units), condominium unit, and each mobile or manufactured home (one unit) whether on an individual lot or in a mobile home park, is equal to one ERU per dwelling unit.

C. Multiple Residential. Each dwelling unit in a multiple residential structure consisting of four or more dwelling units is equal to one ERU per dwelling unit.

D. Nonresidential, Including Commercial and Industrial Users. The following provisions shall govern the assessment and collection of general facilities charges for nonresidential users, including commercial and industrial units:

1. For each nonresidential unit, there shall be a general facilities charge equal to the sum of:

a. For plumbing fixtures, three hundred seventy dollars (\$370.00) per plumbing fixture unit as described in Table 1 set out at the end of this section, titled Equivalent Fixture Units, plus applicable state sales tax; and

b. For use other than plumbing fixtures, three hundred seventy dollars (\$370.00) per two hundred thirty-four gallons of water consumption per month, as determined by the superintendent or his designee. In making this determination, the superintendent may rely upon industry standards, scientific and engineering data, sewage flow meter data, qualified professional opinions, and any other basis which is in his or her opinion appropriate. The superintendent may adjust this charge based upon evidence that the metered water usage does not accurately reflect the volume of discharge disposed of through the sewer system.

2. If the city enters into a written agreement with users allowing the discharge into the sanitary sewer system of materials set forth in Sections [13.30.080](#)(A)(1) through (A)(4), the superintendent shall determine the general facilities charge for the user, in order that such property owners shall bear their equitable share of the cost of such system. In making this determination, the superintendent may rely upon industry standards, scientific and engineering data, sewage flow meter data, qualified professional opinions, and any other basis which is in his or her opinion appropriate. The superintendent may consider the quality of effluent, that the metered water usage does not accurately reflect the capacity of the capital facilities, including treatment plant capacity, utilized by the connection, and all other relevant information. Nothing in this section shall require the city to accept wastes or waters described in Sections [13.30.080](#)(A)(1) through (A)(4) from any user.

3. An additional general facilities charge shall be assessed and due as provided in this subsection for an existing connection if, in the determination of the superintendent:

a. The number of plumbing fixture units is increased; or

b. The user applies for a permit for improvements which will result in an increase in the average monthly water usage for reason other than an increase in the number of plumbing fixture units; or

c. The user, by agreement with the city, changes the quality of the discharge or wastewater discharged into the sewer system so as to cause the discharge into the sewer system of materials set forth in Sections [13.30.080](#)(A)(1) through (A)(4); or

d. The user converts an existing connection to a different use which increases the demand on the treatment plant or sewer system capacity utilized to transport or treat said discharge.

In making the determination that an additional general facilities charge is due, the superintendent may rely upon industry standards, scientific and engineering data, sewage flow meter data, qualified professional opinions, and any other basis which is in his or her opinion appropriate.

E. In making a determination of the amount of the general facilities charge, an adjustment against the charge may be allowed by the superintendent for a level of previous use of sewer system capacity, as defined by the highest average twelve consecutive months of the preceding sixty months, or fixture units or, if residential, ERUs, unless a general facilities charge or its equivalent was due for such use under this section which was not paid. Any adjustment shall be determined by the superintendent as set forth in this section, who may rely upon industry standards, scientific and engineering data, sewage flow meter data, qualified professional opinions, the billing for the previous sixty months, and any other basis which is in his or her opinion appropriate. No adjustment shall be allowed if the sewer bill has not been paid for the preceding sixty months, which shall constitute abandonment of the right to use the previous sewer capacity without paying the initial or additional general facilities charge. This adjustment shall apply only to the parcel or lot to which service was provided, and may not be assigned or transferred to other property.

F. All proceeds of the general facilities charge shall be placed in the sewer capital improvements fund for the following uses: construction of new sewer facilities, repair, replacement, and maintenance of existing sewer facilities, and debt service of the same.

TABLE 1

Equivalent Fixture Units

Kinds of Fixture	Units
Bathtubs	2
Bidets	2
Clothes washers, private	2
Clothes washers, commercial	6
Dental units or cuspidors	1
Drinking fountains	1
Floor drains	2
Interceptors for grease, oil, solids, etc.	3
Interceptors for sand, auto wash, etc.	6

TABLE 1**Equivalent Fixture Units**

Kinds of Fixture	Units
Laundry tubs	2
Receptors (floor sinks), indirect waste receptors for refrigerators, coffee urns, water stations, etc.	1
Receptors, indirect waste receptors for commercial sinks, dishwashers, air-washers, etc.	3
Showers, single stalls	2
Showers, gang (per head)	1
Sinks, and/or dishwashers (residential) (2" min. waste)	2
Sinks, bar, commercial	2
Sinks, bar, private	1
Sinks, commercial or industrial, schools, etc., including dishwashers, wash up sinks and wash fountains	3
Sinks, flushing rim, clinic	6
Sinks, service	3
Sinks, service (3" trap)	6
Urinals, pedestal, trap arm only	6
Urinals, stall, separate trap	2
Urinals, wall-mounted, blowout, integral trap 2" trap arm only	3
Urinals, wall-mounted, blowout, integral trap 3" trap arm only	6
Urinals, wall-mounted, washdown or siphon jet, integral trap, trap arm only	2
Urinals, wall-mounted, washdown, separate trap (2" min. waste)	2
Wash basins, in sets	2
Wash basins (lavatories) single	1
Water closet, private installation	4

TABLE 1

Equivalent Fixture Units

Kinds of Fixture	Units
Water closet, public installation	6

Section 6. The effective date of this ordinance shall be January 1, 2022, more than 5 days after passage and publication.

Passed and approved this 23rd day of November, 2021.

Julia Johnson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Public Hearing: November 23, 2021
First Reading: November 10, 2021
Second Reading: November 23, 2021
Passed by the City Council:
Date of Publication:
Effective Date: January 1, 2022

ORDINANCE NO. 1998-21

AN ORDINANCE AMENDING CHAPTER 2.45 OF THE SEDRO-WOOLLEY MUNICIPAL CODE TO UPDATE THE FEES AND CHARGES FOR USE OF THE STORM AND SURFACE WATER UTILITY SYSTEM

WHEREAS, the City has established a Stormwater Utility; and

WHEREAS, the purpose of this utility is to collect funds to regulate and operate a system of collection and treatment of storm and surface water; and

WHEREAS, it is recognized that storm and flood control measures benefit all citizens of Sedro-Woolley; and

WHEREAS, State and Federal laws and regulations mandate that the city regulate non-point pollution within the City of Sedro-Woolley; and

WHEREAS, the cost of doing business continues to increase and one measure of that increase is the Consumer Price Index for Seattle-Tacoma-Bellevue which increased 5.5% from June of 2020 to June of 2021; and

WHEREAS, the city is not keeping up with basic maintenance of the stormwater collection infrastructure; and

WHEREAS, the City Council desires to balance the financial stability and fiscal sustainability of its utilities with the services needed by the community; and

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

NOW THEREFORE, THE CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. SWMC 2.46.080 is amended to read as follows:

It is the intention of the city to impose a baseline standard residential storm drainage fee equaling twelve dollars and twenty cents (\$12.20) per month. This equivalent residential unit (ERU) fee is based on the assumption that the average single-family lot equals approximately ten thousand square feet.

The fees for other customer classifications shall use this ten thousand square-foot ERU baseline as the basis for the calculation of the fee.

SECTION 2. SWMC 2.46.090 is amended to read as follows:

The following ERU-derived fees shall apply. The derived ERU-based fees shall be billed in whole units and are billed to the next higher unit (for example, if a parcel has a forty-three thousand five hundred square-foot area, the parcel's owner would be billed for five

ERUs; if a parcel has two thousand square-foot area, the parcel's owner would be billed for one ERU) and in no case shall the ERU-based fee be less than twelve dollars and twenty cents (\$12.20).

Class 1 customers includes all single-family residential units and all multifamily and condominium units with one unit. Class 1 fee: twelve dollars and twenty cents (\$12.20) per month per unit.

Class 2 customers includes all multifamily units and condominium with two or more units. Class 2 fee: fifty percent (50%) of the Class 1 fees on a per-unit basis.

Class 3 customers includes all commercial and industrial customers. Class 3 fee: twelve dollars and twenty (\$12.20) per month for every ten thousand square feet of land area or twenty-four dollars and forty-one cents (\$24.41) per month for every ten thousand square feet of impervious surface.

Class 4 customers includes all public-use customers (schools, hospitals, churches, government buildings, etc.). Class 4 fee: twelve dollars and twenty cents (\$12.20) per month for every ten thousand square feet of land area or twenty-four dollars and forty-one (\$24.41) per month for every ten thousand square feet of impervious surface.

Class 5 customers includes all mixed-use structures. Class 5 fee: twelve dollars and twenty cents (\$12.20) per month per commercial unit for every ten thousand square feet of land area and twelve dollars and twenty cents (\$12.20) per month for every residential unit. However, should there be more than three residential units, the fee shall be fifty percent (50%) of the Class 1 fees on a per-unit basis.

SECTION 4. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

SECTION 5. This ordinance shall be effective January 1, 2022, which is more than five (5) days after passage and publication as provided by law.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 23rd day of November, 2021, and signed in authentication of its passage this _____ day of November, 2021.

Julia Johnson, Mayor

Attest:

| _____
Debbie Burton, Finance Director

Approved as to form:

| _____
Nikki Thompson, City Attorney

| Public Hearing: November 23, 2021
First Reading: November 10, 2021
Second Reading: November 23 ,2021
Passed by the City Council:
Date of Publication: November 8, 2021 and November 15, 2021
Effective Date: January 1, 2022

ORDINANCE NO. 1999-21

AN ORDINANCE AMENDING SECTION 8.04 OF THE SEDRO-WOOLLEY MUNICIPAL CODE TO INCREASE 2021 SOLID WASTE UTILITY RATES AND CHARGES

WHEREAS, the cost of doing business continues to increase and one measure of that increase is the Consumer Price Index for Seattle-Tacoma-Bellevue which increased 5.5% from June of 2020 to June of 2021; and

WHEREAS, the City Council desires to balance the financial stability and fiscal sustainability of its utilities with the services needed by the community; and

WHEREAS, notice of this pending rate change was published in the City's newspaper of record on November 8, 2021 and November 15, 2021 and a public hearing was held on November 23, 2021; and

WHEREAS, the cost of disposing of recyclables has increased significantly as a result of the world market; and

WHEREAS, Skagit County is increases tipping fees for garbage disposal in 2022; and

WHEREAS, the solid waste utility is in dire need of a facility that will safely, securely and effectively accommodate its vehicles, equipment and staffing; and

WHEREAS, the City Council finds that adoption of the user fees, based on a 2.3% cost of living adjustment, set forth in this ordinance will support the operation of the refuse collection system with the lowest possible rates; and

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

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

Section 1: SWMC 8.04.075 is amended to read as follows:

8.04.075 Collection charges.

Charges for refuse and garbage collection and disposal shall be compulsory. Charges not paid within twenty-five days of billing date shall be delinquent and the charge may become a lien against the property which is serviced by the garbage collection and disposal system. The city, at its discretion, may also reduce or eliminate service on delinquent accounts.

A. The charges for regular weekly garbage service shall be as follows:

1. Table 1: Residential.

Monthly Charge with One Pickup Per Week

Type of Service	Garbage	Recycling	Total
Residential, 20-gal. can	\$12.54	\$5.02	\$17.56
Residential, 32-gal. can	\$23.11	\$5.02	\$28.13
Residential, 68-gal. can	\$33.50	\$5.02	\$38.52
Residential, 96-gal. can	\$44.73	\$5.02	\$49.75
Each Additional Recycling Tote		\$5.02	
Residential, low income	80% of applicable residential rate		

2. Residential includes single-family, duplex, triplex and condominium residences. Each living unit of such residences shall be subject to the rates established in this chapter.

3. Table 2: Commercial and Multifamily.

Commercial, 32-gal. can	\$26.17
Commercial, 68-gal. can	\$41.51
Commercial, 95-gal. can	\$56.56
Commercial, 1-yard container	\$114.60
Commercial, 2-yard container	\$151.50
Commercial, 3-yard container	\$225.65
Commercial, 4-yard container	\$297.15
Commercial, 6-yard container	\$438.43
Commercial, 8-yard container	\$586.12
Commercial, 30-yard container	\$230.78 haul fee, actual charges for disposal, and \$71.34 delivery fee, plus rental fee of \$71.34 per month
Multifamily, apartments, cabin courts and trailer park units, etc.	Applicable commercial rate plus \$5.02 per unit for recycling

B. If more than one pickup per week is required on a continuing basis and the customer is utilizing a container smaller than eight-yard capacity, a larger container shall be required. The

city may at its discretion authorize more than one pickup per week under the following conditions:

1. Where the largest container provided by the city is not adequate for the amount of waste generated;
2. Where more than one pickup per week is required to maintain proper health and sanitation;
3. Where a larger container cannot reasonably be placed on the customer's property due to space limitation.
4. Additional scheduled pickups are billed at the same rate as Table 2, above (Example: three pickups/week of a 2-yard container equals \$151.50 x 3/month).

C. In cases where additional pickups (not regularly scheduled under Table 2, above) are requested due to the use of container on construction sites or other temporary uses or to accommodate temporary increases in the amount of waste generated, additional pickups shall be made at the rate set forth as follows for both residential and commercial customers:

1-yard container	\$38.11 for each pickup
2-yard container	\$67.40 for each pickup
3-yard container	\$104.02 for each pickup
4-yard container	\$118.70 for each pickup
6-yard container	\$177.26 for each pickup
8-yard container	\$235.91 for each pickup

D. 1. A residential or commercial can (up to thirty-two gallons) may not contain in excess of sixty-five pounds per can in weight. The city may, in its discretion, empty a can weighing over sixty-five pounds. In that event, an additional fee of (\$5.00) five dollars shall be charged.

2. If the cost to the city for emptying any container shall exceed the charges therefor, due to excessive weight or content, the city may proceed as set forth in subsection G of this section.

E. Yard Trimmings. Yard trimmings, including but not limited to weeds, grass, sod, trees, shrubs, foliage parts, rocks, cement or other material not generally considered regular household refuse, shall be excluded from sanitation collection services unless special arrangements are

made with the sanitation department. Extra charges for such collection shall be determined by the mayor or his designee.

F. Interest Charges. All charges for sanitation services shall be due and payable when rendered. Sanitation service charges shall be delinquent if not paid in full within twenty-five days after the date of billing. Delinquent charges shall bear interest at the rate of eight percent per annum beginning on the first day of the month following delinquency until paid in full. In addition, a late penalty of (\$10.00) ten dollars shall be charged for any solid waste account that is delinquent for more than sixty days.

G. The mayor or his designee may charge any resident or customer such additional service charges when he or she determines that special circumstances make it necessary to do so in order to compensate the city for the actual cost of solid waste collection, disposal and administration, when the foregoing fee schedule is not adequate for this purpose. Any resident or customer may appeal the assessment of this additional charge to the city council. Notice of appeal shall be by written request to the city clerk within ten days of mailing of the bill or receipt of payment for such services by the city, whichever is less. The decision of the city council shall be final.

H. Rates include a three-and-six-tenths-percent state of Washington refuse tax.

Section 2: SWMC 8.04.104(A) is amended to read as follows:

A. The following fees shall be charged for recycling specific items:

Tires	\$5.00 per tire
Refrigerators and freezers	\$25.00
Stoves, washers or dryers	\$15.00
Wood waste	\$12.00 per pickup load
Broken concrete, bricks and approved masonry	\$11.00 per ton

Commercial recycling	Mixed paper	Cardboard	Mixed recycling
95-gallon container	\$20.38	Not available	\$20.38
2-yard container	\$33.95	\$27.17	\$61.10
3-yard container	\$47.52	\$33.95	\$95.05
4-yard container	\$88.25	\$47.52	\$108.61
6-yard container	\$115.40	\$61.10	\$142.57

8-yard container	\$153.07	\$74.67	\$190.08
------------------	----------	---------	----------

Section 3: SWMC 8.04.130 is amended to read as follows:

The charges for regular curbside food and yard waste service are:

Monthly charge (one pickup per week during peak season and one pickup every other week during the nonpeak season):

Residential, ninety-six-gallon can, \$12.17

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

Section 5. This ordinance shall be effective January 1, 2022, which is more than five (5) days after passage and publication as provided by law.

Passed and approved this 23rd day of November, 2021.

Julia Johnson, Mayor

Attest:

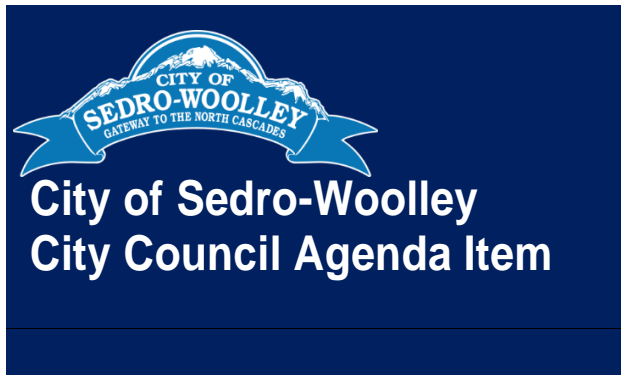
Finance Director

Approved as to form:

City Attorney

Public Hearing:	November 23, 2021
First Reading:	November 10, 2021
Second Reading:	November 23, 2021
Passed by the City Council:	November 23, 2021

Date of Publication:	November 8, 2021 and November 15, 2021
Effective Date:	January 1, 2022



Agenda Item No. _____

Date: November 23, 2021

Subject: Hanson Annexation Request Public Hearing and Resolution – action requested

FROM: John Coleman, AICP, Planning Director

RECOMMENDED ACTION:

Make a motion to pass Resolution 1082-21, a resolution stating the intent to annex approximately 60 acres of real property contiguous to the northern portion of the city and directing staff to forward required annexation materials to the Skagit County Boundary Review Board.

ISSUE:

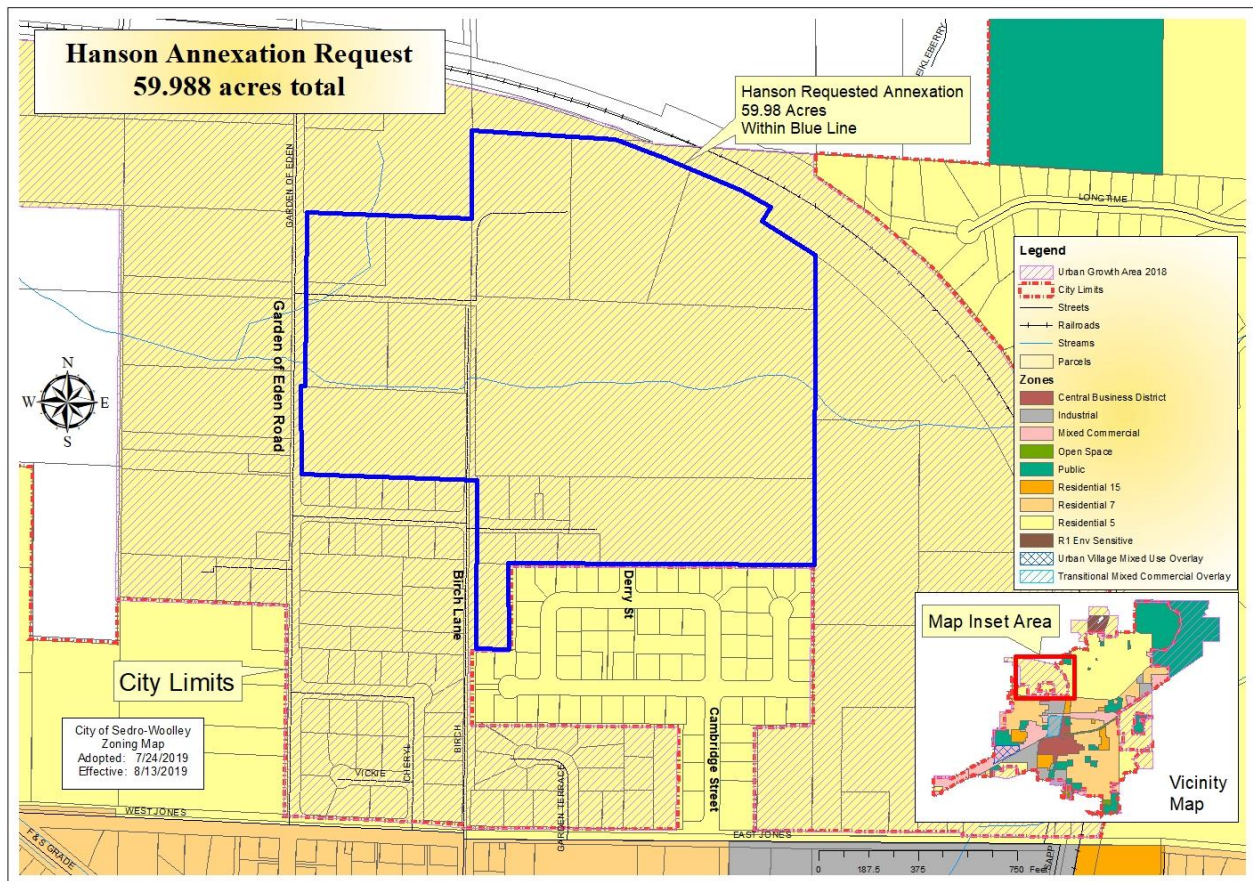
After holding a public hearing, should the City Council pass Resolution 1082-21 stating the City's intent to annex the proposed approximately 60-acre annexation and approve the annexation petition to be forwarded to the Skagit County Boundary Review Board?

BACKGROUND / SUMMARY INFORMATION:

The City Council reviewed an intent-to-annex petition from Laura Hanson on September 23, 2020. At that meeting the Council determined that the City would entertain the full petition request and notified the applicant that she may submit a complete annexation petition. The Council instructed that the applicant shall include in the annexation area nine parcels owned by Mumford and allowed the applicant to include other contiguous properties in the annexation area so long as the annexation area meet the requirements that owners of not less than 60% assessed valuation sign the petition. The Mumford parcels were necessary to make the annexation area contiguous to the city and the Mumford's signed an Agreement Regarding Annexation and ULID/LID Waiver of Protests for Development that allows the city to sign an annexation petition on their behalf.

The applicant submitted a complete annexation petition on December 21, 2021 and the Mayor signed on behalf of the Mumford parcels as allowed by Council and the Agreement Regarding Annexation and ULID/LID Waiver of Protests for Development within the UGA of the City of Sedro-Woolley filed under Auditor File #200304240148. The proposed annexation area includes nineteen parcels: P36482, P127103, P127102, P127101, P36639, P36653, P36477, P120256, P120257, P103826, P120258, P36478, P103825, P120259, P120260, P36652, P36651, P36638 and P36481. Figure 1 is a map showing the proposed annexation area.

At today's meeting, the Council will hold a public hearing on the proposed annexation. A proposed Resolution stating the city's intent to annex the roughly 60 acre area is included as Attachment 1 to this memo. The legal description of the annexation area is included as Exhibit A to the Resolution and maps showing the boundary of the area are included as Exhibits B & C to the Resolution.



In accordance with RCW 35A.14.120, the petition was forwarded to the Skagit County Assessor for verification of the signatures and verification that the signatures represent the necessary 60% of the assessed value of the area. The City received the Assessor's Determination of Sufficiency on October 26, 2021 which verifies that the petition contains the required number of owner signatures. The annexation petition is attached as Attachment 2 to this memo and the Assessor's Determination of Sufficiency is attached as Attachment 3 to this memo.

The notice of public hearing was mailed to all owners of property within the proposed annexation area. The notice was also posted in three places along the edge of the proposed annexation area and published in the November 10, 2021 Skagit Valley Herald.

The proposed annexation area is within the Sedro-Woolley urban growth area (UGA) and the entire annexation area will be zoned Residential 5 if annexed into the city. The Residential 5 zone is primarily for single family homes on lots of 8,400 square feet or more. Before the area was added to the UGA, the area was studied to make sure that the city can provide services (including sewer, police and fire services) to the area. Staff recommends that the City Council confirm its interest in annexing the annexation area as proposed in the Annexation Petition by passing the attached Resolution. If the Council approves the attached resolution, the annexation petition will be forwarded to the Skagit County Boundary Review Board (BRB). If the BRB approves the annexation, then the City Council will be asked in the future to pass an ordinance enacting the annexation.

ATTACHMENTS:

1. Resolution 1082-21, including legal description and maps
2. Annexation petition, including signatures
3. Assessor's Determination of Sufficiency

Attachment 1

To Council Memo

Annexation Resolution 1082-21, including a legal description of the annexation area & maps

RESOLUTION NO. 1082-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,
STATING INTENT TO ANNEX APPROXIMATELY 60 ACRES OF REAL PROPERTY
CONTIGUOUS TO THE NORTHERN PORTION OF THE CITY

WHEREAS, Laura Hanson owns real property within the Sedro-Woolley urban growth area; and

WHEREAS, Laura Hanson initiated proceedings to annex the real property to the City by filing a notice of intent to commence annexation proceedings on July 28, 2020; and

WHEREAS, the City Council held a meeting on September 23, 2020 with the initiating parties as required by RCW 35A.14.120; and

WHEREAS, the City Council agreed to accept a Petition for Annexation between the initiating parties and the City and Council agreed that the City sign the Petition for Annexation on behalf of the owners of nine properties that signed an Agreement Regarding Annexation and ULID/LID Waiver of Protests for Development within the UGA of the City of Sedro-Woolley; and

WHEREAS, the initiating parties filed a Petition for Annexation with the City and the City signed the Petition for Annexation on behalf of the owners of the nine properties to which the Agreement Regarding Annexation and ULID/LID Waiver of Protests for Development within the UGA applies; and

WHEREAS, the Skagit County Assessor issued a Determination of Sufficiency on October 22, 2021 certifying that the Petition for Annexation meets the 60% ownership criteria of RCW 35A.14.120 and the City received said Determination on October 26, 2021; and

WHEREAS, on November 23, 2021 pursuant to notice required by law, the City Council held a public hearing on the proposed annexation; and

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

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

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

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

Legally described on the attached Exhibit A, and illustrated and the attached maps in Exhibits B and C.

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

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

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

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

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this 23rd day of November, 2021, and signed in authentication of its passage this _____ day of November, 2021.

MAYOR JULIA JOHNSON

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY NIKKI THOMPSON

EXHIBIT A

(ANNEXATION AREA LEGAL DESCRIPTION)

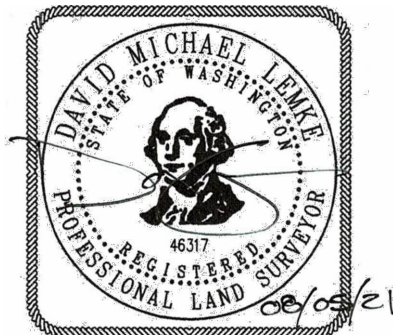
THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING SOUTHERLY OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY AND NORTHERLY OF JONES ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 201907160029;

EXCEPT ALL THOSE PORTIONS OF BIRCH LANE LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13;

TOGETHER WITH THE SOUTH THREE QUARTERS OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF GARDEN OF EDEN ROAD;

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

INCLUDED TAX PARCEL NUMBERS: P36638, P127101, P127102, P127103, P36639, P36482, P36651, P36652, P36653, P36477, P36478, P120258, P120259, P120260, P120257, P120256, P103825, P103826 AND PP36481.



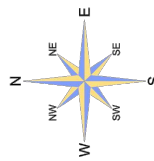
Skagit County

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36


T 35 N R 04 E

ATTENTION

THIS MAP CONTAINS A PARCEL ACCOUNT THAT HAS BEEN PLACED WITH THE BEST AVAILABLE INFORMATION. THE EXACT LOCATION OF THIS PARCEL IS UNKNOWN.



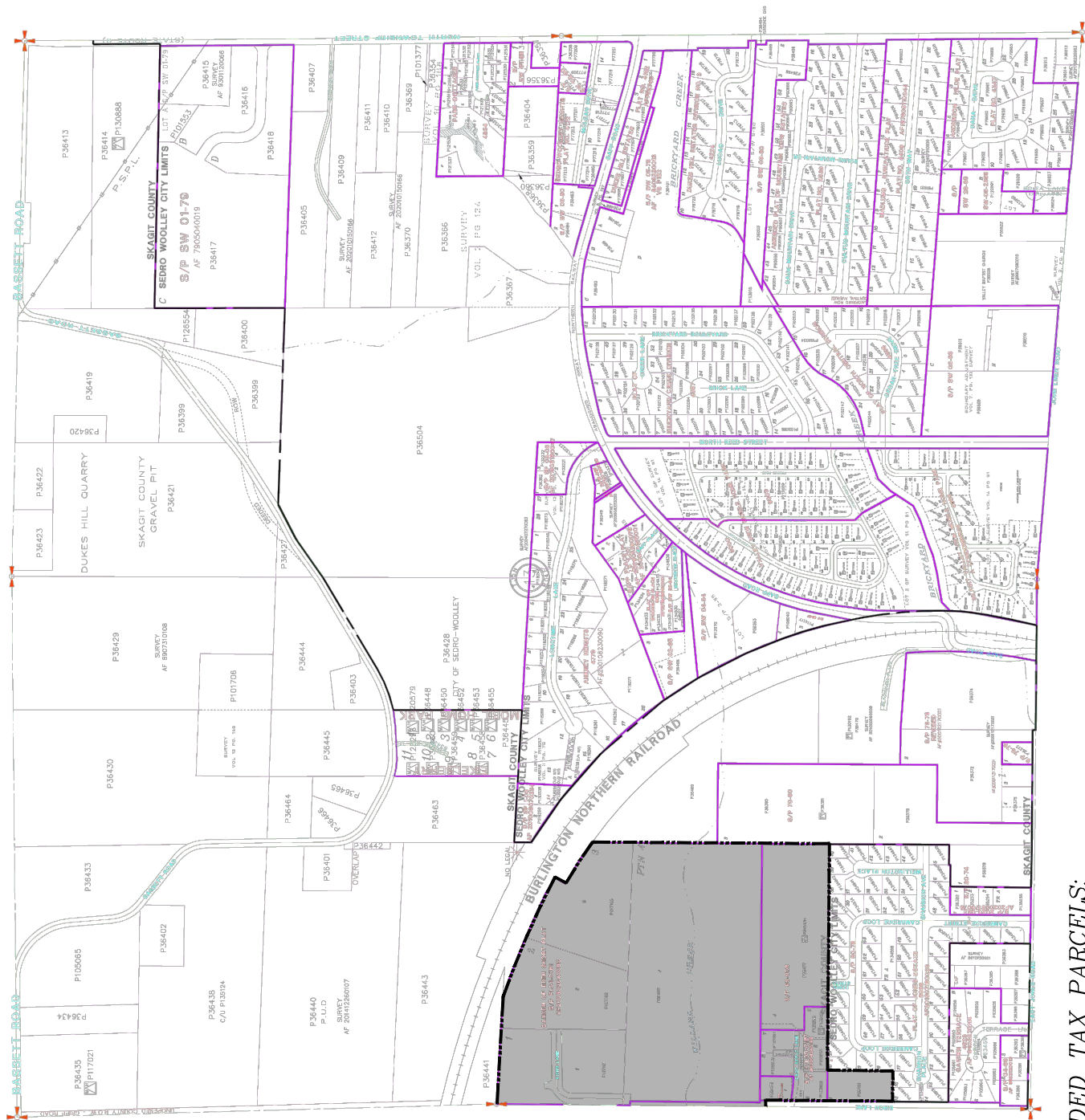
Scale in feet



These maps were created from available public records and existing map sources, not from field surveys. Map features from all sources have been adjusted to achieve a "best fit" registration to the Ownership Parcel map. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. The relative positioning of map features to one another results from combining different map sources without full "ground truthing".

	DATE	INIT.
DRAWN BY	10/30/98	LHS
REVISED	6/11/21	RV
PLOTTED	6/11/21	RV
MAP PRODUCED BY SKAGIT		

Section 13
T 35 N R 04 E



INCLUDED TAX PARCELS:
P127101, P127102, P127103, P36477, P36478, P120258, P120259,
P120260, P120257, P120256, P103825, P103826, P36481

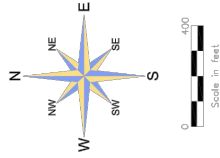
EXHIBIT C



6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

T 35 N R 04 E

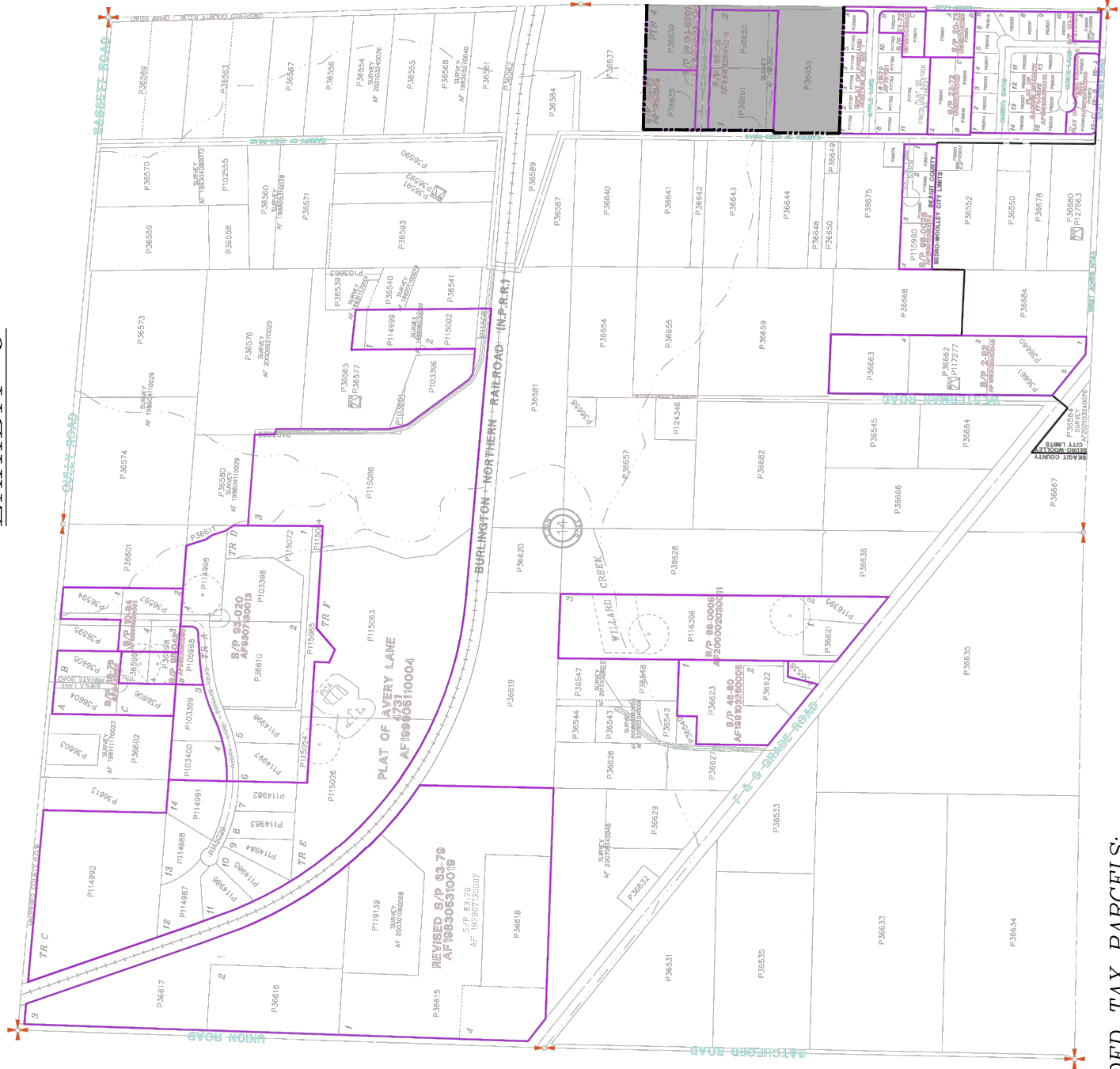
*** ATTENTION ***
THIS MAP CONTAINS A PARCEL ACCOUNT THAT HAS BEEN PLACED WITH THE BEST AVAILABLE INFORMATION. THE EXACT LOCATION OF THIS PARCEL IS UNKNOWN.



These maps were created from available public records and existing map sources, not from field surveys. The maps are not intended to be used as a substitute for a field survey. In the process, more than one source of information was used. The relative positioning of map features to one another cannot be guaranteed. This map is not a substitute for a field survey.

DRAWN BY	DATE	INIT.
3/2/20	RV	
4/26/21	RV	
4/26/21	RV	
MAP PRODUCED BY SKAGIT COUNTY MAPPING SERVICES		

Section 14
T 35 N R 04 E



INCLUDED TAX PARCELS:
P36638, P36639, P36651, P36652, P36653

Attachment 2

To Council Memo
Annexation petition

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

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

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

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

The City Council of the City of Sedro-Woolley met with the initiating parties at a meeting on **September 23**, 20 **20** and did determine that the city would consider the proposed annexation. As disclosed in the minutes of said Council meeting, the City Council did also determine that:

- The city will geographically modify the proposed annexation;
- All property within the territory hereby sought to be annexed shall, upon annexation, be assessed and taxed at the same rate and on the same basis as the property within the City of Sedro-Woolley is assessed and taxed to pay for all or any portion of the outstanding indebtedness of the City of Sedro-Woolley, which indebtedness has been approved by the voters, contracted for or incurred prior to, or existing at, the date of annexation; and
- The territory sought to be annexed shall, upon annexation, shall be assigned the zoning designation(s) Residential 5, consistent with the City of Sedro-Woolley Comprehensive Plan;

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

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

Proposed Hanson Annexation – Petition to Annex



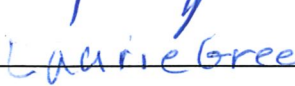
Signatures	Printed Name & Address	Date	Parcel #	Assessed Value
1 <u>Laura Hanson</u>	<u>Laura Hanson</u>	<u>9.16.21</u>	<u>P127101</u>	<u>119.400</u>
2 <u>Laura Hanson</u>	<u>Laura Hanson</u>	<u>9.16.21</u>	<u>P127102</u>	<u>118.300</u>
3 <u>Laura Hanson</u>	<u>Laura Hanson</u>	<u>9.16.21</u>	<u>P127103</u>	<u>118.800</u>
4 <u>Laura Hanson</u>	<u>Laura Hanson</u> <u>81637/41 Birch Ln</u>	<u>9.16.21</u>	<u>P36482</u>	<u>237.500</u>
5 <u>Laura Hanson</u>	<u>Laura Hanson</u>	<u>9.16.21</u>	<u>P36639</u>	<u>105.300</u>
6 <u>Laura Hanson</u>	<u>Laura Hanson</u> <u>5759 Garden of Eden</u>	<u>9.16.21</u>	<u>P36663</u>	<u>372.500</u>
7				
8				
9	<u>Laura Hanson</u> <u>18162 Milltown Rd.</u>	<u>9.16.21</u>		
10	<u>Wt Vernon Wa.</u> <u>98273</u>			

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

WARNING

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

Proposed Laura Hansen Annexation – Petition to Annex


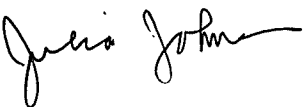

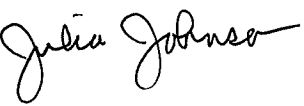


Signatures	Printed Name & Address	Date	Parcel #	Assessed Value
1 	Cynthia Wiese 8861 Birch Lane	1/28/2021	P36481	\$389,400 -
2 	Craig Greenough 8632 Birch LN	3/22/21	P36652	350,000
3 	Laurie Greenough	3-22-2021		
4				
5				
6				
7				
8				
9				
10				

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


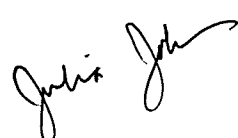
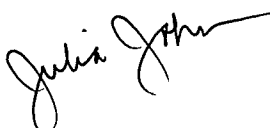
WARNING

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

Proposed Hanson Annexation – Petition to Annex

Signatures	Printed Name & Address	Date	Parcel #	Assessed Value
1 	Mayor Julia Johnson 325 Metcalf Street, Sedro-Woolley, WA 98284 for James R. and Deborah Mumford per AF#200304240148		P36477	813,700.00
2 	Mayor Julia Johnson 325 Metcalf Street, Sedro-Woolley, WA 98284 for James R. and Deborah Mumford per AF#200304240148		P120256	114,000.00
3 	Mayor Julia Johnson 325 Metcalf Street, Sedro-Woolley, WA 98284 for James R. and Deborah Mumford per AF#200304240148		P120257	99,000.00
4 	Mayor Julia Johnson 325 Metcalf Street, Sedro-Woolley, WA 98284 for James R. and Deborah Mumford per AF#200304240148		P103826	366,600.00
5 	Mayor Julia Johnson 325 Metcalf Street, Sedro-Woolley, WA 98284 for James R. and Deborah Mumford per AF#200304240148		P120258	99,000.00
6 	Mayor Julia Johnson 325 Metcalf Street, Sedro-Woolley, WA 98284 for James R. and Deborah Mumford per AF#200304240148		P36478	290,000.00

Proposed Hanson Annexation – Petition to Annex

Signatures	Printed Name & Address	Date	Parcel #	Assessed Value
1 	Mayor Julia Johnson 325 Metcalf Street, Sedro-Woolley, WA 98284 for James R. and Deborah Mumford per AF#200304240148		P103825	315,900.00
2 	Mayor Julia Johnson 325 Metcalf Street, Sedro-Woolley, WA 98284 for James R. and Deborah Mumford per AF#200304240148		P120259	0.00
3 	Mayor Julia Johnson 325 Metcalf Street, Sedro-Woolley, WA 98284 for James R. and Deborah Mumford per AF#200304240148		P120257	0.00
4				
5				
6				

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

WARNING

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

Attachment 3
To Council Memo
Assessor's Certification

David M. Thomas
Assessor

Annette M. DeVoe
Chief Deputy Assessor



SKAGIT COUNTY

Office of the Assessor

Administration Building, Room 204

700 South Second Street

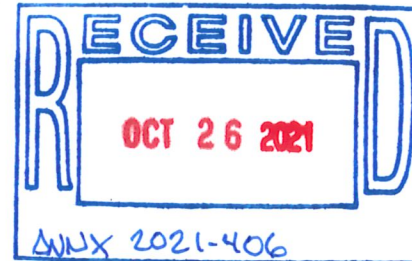
Mount Vernon, WA 98273

Phone: (360) 416-1780 Fax: (360) 416-1790

E-mail: assessor@co.skagit.wa.us

October 22, 2021

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



RE: Assessor Determination of Sufficiency

Dear John,

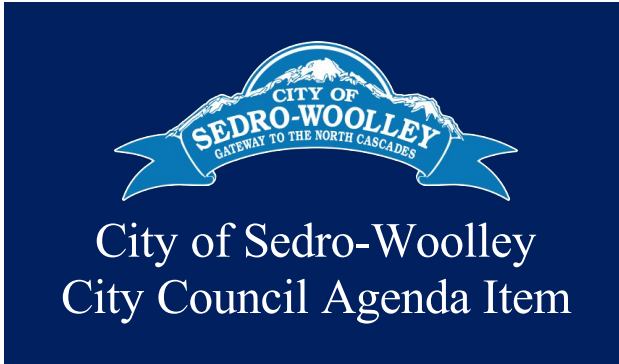
This letter serves notice that the petition for annexation of parcels listed on the accompanying sheet into the Sedro Woolley city limits submitted with your letter of October 18, 2021, meets the sufficiency requirements of sixty percent (60%) of property value in the proposed area of annexation. Per RCW.35A.01.040, I do hereby certify the sufficiency of petitions.

		acres		%value	%land
Petitioner	2021 value of proposed area				
Yes	Errol and Laura Hanson	\$1,307,900	42.76	22.53%	70.98%
Yes	James and Debora Mumford	\$2,484,700	9.26	42.80%	15.37%
Yes	Cynthia Wiese	\$465,300	1.18	8.01%	1.96%
	TCCROV - Erin Kaplan	\$731,900	2	12.61%	3.32%
	David & Teresa Johnson	\$398,700	2.36	6.87%	3.92%
Yes	Graig Greenough	\$417,200	2.2	7.19%	3.65%
				100.00%	
Petitioners assessed value		\$4,675,100	% of total	80.53%	

Sincerely,

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

David M. Thomas
Skagit County Assessor



Agenda Item No.	
Date:	November 23, 2021
Subject:	Closed Session Discussion and Request for Approval of the 2022-2023 AFSCME Collective Bargaining Agreement

FROM:

Doug Merriman, Ph.D, City Administrator

RECOMMENDED ACTION:

- 1) Closed Session: Discussion of AFSCME Collective Bargaining Agreement negotiations.
- 2) A motion to approve the 2022-2023 AFSCME Collective Bargaining Agreement and authorize the Mayor to sign.

ISSUE:

City Council will be taking action on the 2022-2023 Collective Bargaining Agreement between the City of Sedro-Woolley and the American Federation of State, County and Municipal Employees (AFSCME), Local 176-SW. Given the uncertainty in 2020 and 2021 caused by the COVID pandemic, the City offered, and AFSCME agreed, to execute a two-year agreement rather than a three-year contract.

BACKGROUND/SUMMARY INFORMATION:

AFSCME Local 176-SW represents the largest number of employees at the City of Sedro-Woolley. Our AFSCME employees play an important role in nearly every aspect of the City's provision of services to the citizens and businesses of Sedro-Woolley. Their job responsibilities include, but are not limited to, engineering, building and construction inspection, permitting, financial and policy analysis, parks, the City's three utilities, streets and arterials, project and program coordination, administrative support, and much more. Our AFSCME employees provide the backbone and the support for all of the City's non-public safety functions. Our AFSCME employees are well respected and their work is much appreciated.

The following are some highlights of this two-year agreement:

- Cost of Living Adjustment (COLA) of three point seven five percent (3.75%) effective January 1, 2022;
- Clarification of the definitions of the standard work week schedule;
- Clarification of the inventory of employer-provided safety equipment;
- The implementation of a mandatory call out/standby list that will provide a designated contact person to take calls from the public;
- The agreement contains an opener regarding salaries and wages for a wage and salary survey for members. The results of the survey will be effective January 1, 2022.

Members of both Negotiation Teams warrant commendation for their considerate and collaboration spirit throughout this bargaining process. As a result, we are rewarded with a better work product in the contract language we bargained while at the same time, built trust and respect on both sides. On November 18, 2021, the bargaining unit ratified the negotiated agreement. Staff is pleased to recommend to City Council the ratification and adoption of the attached labor agreement with the AFSCME, Local 176-SW.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. 2022-2023 CBA

AGREEMENT
by and between
CITY OF SEDRO-WOOLLEY, WASHINGTON
and
LOCAL 176-SW, WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
(Representing the Non-Uniformed Employees)
January 1, 2022 through December 31, 2023

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(Representing the Non-Uniformed Employees)

January 1, 2022 through December 31, 2023

THIS AGREEMENT is between the City of Sedro-Woolley, Washington (City) and the Local 176-SW of the Washington State Council of County and City Employees, the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the (Union), do hereby reach agreement for the purpose of enhancing the Employer-Employee relationship and to promote the general efficiency, morale and security of the employees.

ARTICLE 1- RECOGNITION

1.1 Recognition - The City recognizes the Union as the sole and exclusive collective bargaining representative for the job classifications listed in Appendix A. Seasonal employees may become members of the bargaining unit after successful completion of their first seasonal period, and upon the first day of work of the second consecutive season.

ARTICLE 2 - UNION MANAGEMENT RELATIONS

2.1 All collective bargaining with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

2.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the designated representatives of the Union and the Employer.

2.3 The Parties recognize the City has adopted certain provision in Sedro-Woolley Municipal Code Title 2, "Administration and Personnel"
(<https://www.codepublishing.com/WA/SedroWoolley/#!/SedroWoolley02/SedroWoolley02.html>), along with an Employee Policy Manual (EPM) adopted in _____ providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy, this Agreement shall prevail as to any conflicting provisions. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy.

In the event the Employer shall desire to modify City Policy or adopt new Policies applicable to Bargaining Unit employees where such modification or adoption shall, pursuant to RCW 41.56, require the Employer to bargain regarding such modification or adoption the Employer shall give not less than thirty (30) days' notice to the Union and upon request satisfy the Employer's duty as required by RCW 41.56 prior to such modification or adoption being applied to bargaining unit employees.

ARTICLE 3 - UNION MEMBERSHIP

3.1 Union Membership. All employees that are members of a collective bargaining unit covered by this Agreement may choose whether or not to become a member of the Union. Written authorization is necessary for the payroll deduction of union dues or alternative payments as set forth below.

3.2 Deduction of Union Dues. Upon receipt of written authorization of the employee, the Employer shall deduct all dues and fees uniformly levied against Union members, once each month, from all members and transfer that amount to the Union Treasurer. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the authorization is revoked as outlined below.

3.3 Revocation of Dues Deduction. An employee may revoke authorization for payroll deductions of payments to the Union by written notice to the Employer and the Union. If the Employer determines the employee has revoked his or her authorization, the deduction will end as soon as administratively feasible.

3.4 New Employee Orientation. The Employer shall notify the Staff Representative and Local President of any scheduled New Hire Orientation. One union official shall, on paid time, be given the opportunity to present for no more than thirty (30) minutes, a basic overview of the employee's rights and responsibilities and collect any Union dues deduction cards and/or insurance cards. The Employer, at least two (2) working days prior to the orientation, shall make available a list of participants in electronic format with corresponding job titles and Departments they work in to the Union including the Staff Representative. In event of a holiday that occurs on a Monday, the information shall be made available the morning one (1) work day before the orientation.

3.5 Indemnification. The Union agrees that it may not state or imply in any way that an employee must join the Union or pay a fee as a condition of employment or to maintain Union representation. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer pursuant to the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

ARTICLE 4 - HOURS OF WORK, OVERTIME AND WORKING CONDITIONS

4.1 Hours of Work - The work week shall be forty (40) hours of work for all employees, exclusive of meal period. The work week shall be five (5) consecutive eight (8) hour days or four

(4) ten (10) hour days, Sunday through Saturday, recognizing that a typical work week is Monday through Friday, except for specified employees working the Wastewater Treatment Department, Parks and Recreation Department or as otherwise agreed by the City and Union. Employees shall be given notice of ten (10) working days prior to any schedule change. Employees in the Parks and Recreation Department shall work no split shifts, shall have consecutive days off and shall be able to bid shifts.

4.1.1 Full-Time Alternative Work Schedules — Alternative work schedules for full-time employees are subject to a supervisor's approval. Sick leave and vacation leave will continue to accrue at the regular rate. When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours.

When a paid holiday falls on an employee's regularly scheduled work day, the employee will be paid eight (8) hours of holiday pay. If the regularly scheduled work day is greater than eight (8) hours, the employee may be required to use either vacation or compensatory time earned to make up for the additional time the employee was scheduled to work in excess of the eight (8) hours of holiday pay. In lieu of using other accrued leave, the employee may have the option of working additional hours during the same pay period as the scheduled holiday. When a paid holiday falls on an employee's regularly scheduled day off, the employee will be credited with eight (8) hours of holiday paid leave which may be used at a later date.

4.2 Wastewater Treatment Department employees shall receive twelve (12) hours time off for each weekend worked. Weekend hours shall be Saturday, 8 A.M. to 12 Noon; Sunday, 8 A.M. to 12 Noon. Weekend time off shall be taken as follows: Eight (8) hours taken the Friday

following the weekend work and four (4) hours placed in a Weekend Compensatory Time (WCT) Bank to be used upon the employee's request and with the approval of the employer, *provided*, that WCT must be used within the calendar year in which it is earned except for WCT earned in the month of December which may be carried to the following year. Weekend Compensatory Time will not be cashed out.

4.3 Overtime - Each Employee shall be paid at one-and-one-half ($1\frac{1}{2}$) times the employee's regular straight time hourly rate of pay. The regular straight time hourly rate of pay shall be determined by dividing the employee's regular monthly salary by one hundred seventy three and one-third (173.33) hours. Overtime shall be paid for the following:

4.3.1 All work performed in excess of forty (40) hours in any work week. For purposes of overtime, the normal work week is Sunday at midnight to 11:59 p.m. the following Sunday.

4.3.2 All work performed in excess of eight (8) hours in any work day for employees working a regular eight (8) hour shift and in excess of ten (10) hours in any work day for employees working a regular ten (10) hour shift.

4.3.3 All work performed on Saturday, except specified shift work in the Wastewater Treatment Department and the Parks and Recreation Department.

4.4 Sunday Overtime: Each employee shall receive two (2) times their regular straight time hourly rate of pay for all work performed on Sunday, except specified shift work in the Wastewater Treatment Department and the Parks and Recreation Department.

4.5 Compensatory Time - In lieu of paid overtime, compensatory time off may be utilized upon the request of the employee subject to scheduling by the Mayor or designee. Compensatory time may be accrued to a maximum of sixty (60) hours. Compensatory time usage and accrual shall be limited to one hundred twenty (120) hours per year, except for employees working specified shift work in the Wastewater Treatment Department. Each December 31st, all compensatory time on the books shall be automatically cashed out and paid to the employee. Compensatory time shall be converted at the appropriate rate prior to placement in the compensatory time bank. (Example: one (1) hour overtime at time and one half (1-1/2) equals one and one half (1-1/2) hours added to the Compensatory bank).

4.6 Call Back - Employees called back to work outside of their regular scheduled shift shall be paid not less than two (2) hours, except for phone calls, emails and text messages shall be compensated at a minimum increment of 15 minutes.

4.7 Employees working in the Cemetery who receive less than forty-eight (48) hours' notice of Saturday or Sunday work shall receive double time for all hours worked on that day.

4.8 On-Call Assignments:

Wastewater Division: A qualified employee assigned to operate the Wastewater Treatment Plant shall receive an additional three hundred dollars (\$300.00) as stand-by compensation for being on call for seven (7) consecutive days.

Public Works Operations Division: A qualified employee assigned to respond to afterhours emergency call outs shall receive an additional one hundred forty dollars (\$140.00) as stand-by compensation for being on call for seven (7) consecutive days.

The Supervisor of each division shall prepare and post for employees an on-call schedule specifying the date, hours of on-call status, and employee name on a quarterly basis. The on-call schedule for subsequent quarters shall be posted not less than one (1) calendar month prior to the effective date of the new schedule.

Division employees may trade assignments of on call shifts with other employees in their division with approval of the supervisor or designee. Such trades shall not be less than a complete 7-day shift.

In the event of a personal emergency that precludes the on-call employee's ability to report to work for on-call duties or to respond to emergency after hours calls for service, the employee must notify the supervisor to ensure the City's ability to respond to emergencies.

4.9 Probation Period - A new employee shall be subject to a six (6) month probation period, commencing with the employee's most recent date of hire. During this period, the employee is working on a trial basis, subject to dismissal at any time at the sole discretion of the Mayor or designee. The City shall not discharge or otherwise discipline an employee for protected Union

activity as provided by law. The employee discharged during his or her probation period has no recourse through a grievance procedure.

4.9.1 Promotional and other Probation: Employees promoted to a higher classification or in the event of layoff reassigned to another classification for which they meet the minimum qualifications and for which the employee has not previously served a probationary period shall serve six (6) months' probation in the new classification. If the promoted employee is not able to successfully complete the promotional probation period, the employee shall be returned to their former position and step and no break in continuous service shall be recorded. If in the event of layoff the employee has been reassigned to another classification for which they meet the minimum qualifications-and is not able to successfully complete the probation period, the employee shall be returned to the status he/she held prior to the reassignment.

4.10 Seniority: - The City recognizes the principle of seniority. Seniority shall be defined as that period from the employee's most recent date of hire within the bargaining unit.

4.10.1 Employees seniority is broken so that no prior period of employment is counted and the employee's seniority shall cease upon:

- Discharge for just cause;
- Voluntary quit;
- Failure of the employee to return to work after expiration of a temporary disability leave;
- Leaving the bargaining unit to accept a position with the City outside of the bargaining unit;
- Failure of the employee to notify the City of his/her willingness to return to work upon recall from an indefinite layoff within five (5) working days after receipt of written notice from the City at his/her last known address appearing on the City's records; or
- Layoff (a reduction-in-force) exceeding twelve (12) months.

4.10.2 In layoff, recall, and filling permanent job vacancies the City shall consider seniority as a tiebreaker such that when two equally qualified employees apply for a permanent job vacancy, the most senior candidate will be selected. In applying this provision, it is the intent of the City to provide the most qualified employees with promotional opportunities and the City with efficient operations.

4.10.3 Layoff shall be by seniority within classification by department. The least senior employee in the affected classification shall be laid off first. The employee to be laid off will be eligible to exercise his/her right to bump the least senior employee by bargaining unit seniority in a previously held classification in any department for which they meet the minimum qualifications. If no such classification exists, the laid off employee shall bump the least senior employee, by bargaining unit seniority in the next lower classification in pay for which the laid off employee meets the minimum qualifications.

4.10.4 In case of a layoff, no regular employee shall be laid off if a temporary, probationary and/or seasonal employee or Offender Work Program community service worker is still working within the affected department.

4.10.5 A temporary employee is defined as an employee appointed to fill in for a regular employee who is on leave or hired for a special project that is limited in duration. Temporary appointments shall normally not exceed six (6) months. Temporary employees shall not accrue seniority, shall receive no fringe benefits (unless otherwise required by law), and shall be paid within the salary range of the job classification.

4.10.6 The seasonal period shall be nine (9) months. March 1st to November 30th, unless otherwise agreed upon by the City and the Union. Employees appointed to seasonal positions shall serve for no more than eight hundred sixty-five (865) hours and shall work only during the defined seasonal period. Exceptions may be agreed to on a case-by-case basis.

4.11 In the case of recall, those employees laid off last shall be recalled first. An employee on layoff must keep both the City and the Union informed of the address and telephone number where he or she may be contacted.

4.11.1 When the City is unable to contact an employee who is on layoff for recall, the City shall notify the Union in writing. If neither the Union nor the City are able to contact the employee within five (5) working days from the time the Union is notified, the City's obligation to recall the employee shall cease. A recalled employee shall have five (5) working days to accept or reject an offer of reemployment. The City shall have no obligation to recall an employee after he has been on continuous layoff for a period of twelve (12) months. Should an employee not return to work within ten (10) working days after accepting a recall the City shall have no further obligation to the employee to recall.

4.12 The provisions of sections 4.9 through 4.11.1 shall not apply to employees that are hired under federally funded programs or programs where the federal government provides the majority of funding. These employees will be treated in accordance with federal rules and regulations applicable to that particular federal program.

4.13 The cost of C.D.L. endorsements necessary for the performance of job assignments shall be borne by the Employer. This shall include any statutory physical examinations.

4.14 Work in higher classification - In the event an employee performs all job related functions of a higher classification except Foreman/supervisor for which he/she is fully qualified to perform due to the absence of the higher classification employee, and not for the purposes of training, he/she shall be paid at the lowest step of the higher classification's pay range or one hundred dollars (\$100.00) per month, prorated on an hourly basis, over his/her present rate of pay, whichever is greater; provided the employee has worked a minimum of six (6) hours performing such work during a workday. Provided further, the authorization for additional compensation for the higher classification work shall be approved in advance by the Mayor or designee.

4.14.1 The Mayor or designee in cooperation with the Foreman/supervisor shall designate a person who has experience and knowledge to act as lead person in the Foreman/supervisor's

absence. In the event this person performs the duties-of the Foreman/supervisor for periods of three (3) consecutive work days or more, the employee shall be paid at the lowest step of the Foreman/supervisor's pay range which amounts to an increase above the employees present rate of pay or one hundred dollars (\$100.00) per month, prorated on an hourly basis, whichever is greater.

4.14.2 Current employees in positions requiring a license or certification necessary to perform the job duties shall make a good faith effort to obtain appropriate licenses and/or certifications within twelve (12) months from the date of hire. The costs of obtaining and maintaining required licenses and/or certifications shall be borne by the Employer. Once obtained, such licenses and certifications shall be maintained as a condition of employment in said positions. Accommodations for documented physical/mental/learning disabilities shall be in accordance with the Americans with Disabilities Act.

4.15 Contracting for services – Should the City determine that it is in its best interest to contract outside the City for services currently provided by bargaining unit members, the City will make good faith efforts to relocate those employees within the bargaining unit. In the event that the City is unable to do so, it will provide severance pay to each of the laid off/terminated employees as follows:

- a. 0-4 years of service will result in 4 weeks of severance pay.**
- b. 05-09 years of service will result in 5 weeks of severance pay.**
- c. 10 + years of service will result in 6 weeks of severance pay.**

4.16 Lateral Transfers – An employee that transfers to a classification that is in the same or lower pay range will remain at their current salary until their current salary falls within the established pay range of the new classification.

4.17 Vehicle take home policy – Public Works Division Supervisors may take their assigned city vehicle home, providing that they reside within the boundaries of the City.

ARTICLE 5 – HOLIDAYS

New Year's Day	1 st of January
Martin Luther King's Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19 th of June
Independence Day	4 th of July
Labor Day	1 st Monday of September
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday of November
Day following Thanksgiving	Day after Thanksgiving
Christmas Day	25 th of December (Observed Dec. 26 in 2022)

Additional Christmas Holiday

December 23,2022 and Dec 22.2024

Floating Holiday to be taken at employee's discretion with approval of the Mayor or designee.

5.2 If a holiday occurs awhile an employee is on vacation or sick leave, the holiday shall not be charged to such vacation or sick leave.

5.3 If the date of any of the afore-referenced holidays should be changed, the new date shall be deemed a holiday. For regular work week employees, any other holiday falling on a Sunday shall be observed the next scheduled workday. For regular work week employees, any other holiday falling on a Saturday shall be observed on the preceding scheduled workday. Unless covered by Article 4.1.1, if a holiday falls on an employee's regular day off, the holiday shall be observed on either their preceding scheduled workday or their next scheduled work day, as agreed by the employee and supervisor.

5.4 Employees required to work on a holiday shall be paid at two (2) times their regular straight time hourly rate of pay for all hours worked in addition to holiday pay as defined in Article 5.1.

5.5 Should an employee terminate prior to completing the current year of service, any unused floating holiday shall be paid on a pro-rated basis (Example: seven (7) months service = seven twelfths (7/12) of the floating holiday).

ARTICLE 6 – VACATIONS

6.1 Employees in the bargaining unit shall accrue vacation in accordance with the following schedule. Vacation leave is accrued buy may not be taken until the employee has six (6) months of continuous service.

BEGINNING YEAR			HOURS PER PAY PERIOD
0	through	2	4.00 hours
3	through	4	4.33 hours
5	through	9	5.00 hours
10	through	14	6.67 hours
15	through	19	7.67 hours
20	through	24	8.67 hours
25	through	29	9.00 hours
30 +			9.33 hours

6.1.1 An employee must use vacation leave in one-half (1/2) hour increments. Vacations shall be scheduled so that it does not disrupt the normal operations of the Employer. Departmental seniority shall prevail if conflicts arise in vacation scheduling.

6.1.2 Earned vacation shall be allowed to accrue no more than two hundred eighty (280) hours and in no case will an employee be allowed to cash out vacation over two hundred eighty (280) hours.

6.1.3 Should the employee's vacation accrual exceed the maximum accrual through no demonstrable fault of the employee, the employer will allow the employee to reschedule the vacation.

6.2 The parties agree that taking vacations each year is important and strongly encourage employees to use their vacation leave. Therefore, each year employees shall schedule and take not less than one-half (1/2) of the vacation earned in the previous year.

6.3 Utilization of accrued vacation for an emergency nature shall be approved on a case by case basis.

6.4 Employees may not schedule more than four (4) consecutive weeks of vacation without permission of the Mayor or designee.

ARTICLE 7 - SICK LEAVE

7.1 All employees shall be entitled to sick leave to be used in the extent the employee is sick or injured or has medical or dental appointments. Employees may use accrued sick leave to care for dependents when they have a health condition that requires supervision or treatment, in accordance with the Federal Family and Medical Leave Act, the Washington State Family Care Act, and Washington State Sick Leave.

7.1.1 Full-time employees shall accrue leave at the rate of eight (8) hours per month of consecutive and continuous employment, up to a maximum accrual of one thousand four hundred forty hours (1,440) for use for any recognized sick leave. Mandated state sick leave accrual will be tracked and administered in accordance with applicable state law. Mandated state sick leave is part of and not in addition to the eight (8) hour accrual per month.

7.1.2 Sick leave time which is used by an employee shall be deducted from his/her accumulated sick leave time. However, employees may use vacation or other earned compensatory time to supplement sick leave. The City may require a doctor's certificate if the absence exceeds three (3) days or a shorter period if allowed by law.

7.1.3 SICK LEAVE DURING VACATION - When a condition listed under section 7.1 arises while the employee is on vacation leave or compensatory time, the employee shall be granted accrued sick leave as provided above provided the employee notifies the employer immediately, and a physician's certificate shall be furnished upon the Employer's request.

7.1.4 The Employer has adopted the HRA VEBA Medical Reimbursement Plan for Public Employees in the Northwest ("Plan"). Employer agrees to contribute to the Plan on behalf of all employees in the collective bargaining group ("Group") defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

Upon the retirement of an employee, said employee shall receive twenty-five percent (25%) of the employee's then accrued and unused sick leave as a contribution to the employee's **HRA** VEBA Plan account. If payments to the VEBA could trigger the Affordable Care Act excise tax beginning in 2020, the City may modify this program by directing the payments to employees' deferred compensation accounts, with prior notice to the Union.

7.1.5 Upon the death of an employee, said employee shall receive twenty-five percent (25%) of the then accrued and unused sick leave in cash in addition to the last regular paycheck due.

7.2 An employee who is eligible for State Industrial Insurance because of an on-the-job injury shall receive sick leave for the difference between his/her regular day's pay and the amount paid by State Industrial Insurance after the first three (3) days off the job. The full amount of sick leave shall be paid for the first three (3) days off the job. If an employee is reimbursed by State Industrial Insurance for the first three (3) days off the job, such amount shall be returned to the Employer and the employee shall be credited an amount of sick leave equal to the amount reimbursed to the Employer.

7.3 **FAMILY LEAVE** — Employees shall be granted family leave in accordance with applicable federal and state laws.

7.4 **DISABILITY LEAVE** - Disability leave shall be granted for the period of time that an employee is temporarily disabled up to a maximum of six (6) months. The employee shall be allowed to use accrued sick leave, vacation or leave without pay at their option during the disability leave. Seniority shall not accrue during disability leave. A doctor's certification of disability shall be provided by the employee and a doctor shall certify that the employee is medically released to return to work.

7.5 **LEAVE WITHOUT PAY**- Leave without pay or benefits shall be granted to employees who have exhausted sick leave, annual vacation, compensatory time, and industrial insurance (where applicable), for the following reasons:

- a. Serious illness of the employee;
- b. Serious illness in the immediate family;
- c. Non-work related accident or illness requiring an absence from work;
- d. Occupational injury and/or accident or illness; or
- e. Compliance with the Washington Family Leave Act (RCW 49.12. the Federal Family and Medical Leave Act of 1993 and the Washington State Family Care Act.

7.5.1 Requests for leave without pay or benefits must be in writing and submitted to the Mayor or designee.

7.5.2 Leave shall only be granted for the period authorized and shall not exceed one year unless otherwise specified by the Mayor or designee.

ARTICLE 8 - BEREAVEMENT LEAVE

8.1 In the case of death in an employee's immediate family, the employee shall be granted the necessary paid time off, not to exceed three (3) days, for making arrangements and attending the funeral. In special circumstances and where travel distance requires additional time, the Mayor or designee may grant an additional two (2) days off with pay.

8.1.1 Members of an employee's immediate family are limited to the employee's spouse, sons, daughters, mother, father, brothers, sisters, step-children and step-parents, grandparents, grandchildren or like relatives of the employee's spouse, and persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another.

8.1.2 The employee shall notify and make arrangements with the Employer for any requested bereavement leave.

ARTICLE 9 – OTHER LEAVES

9.1 JURY DUTY - An employee called for jury duty shall be compensated at his or her regular straight time rate for the actual hours lost from work, not to exceed eight (8) hours per day.

ARTICLE 10 - HEALTH & WELFARE

10.1 Effective January 1, 2022, employees will be offered employee and dependent health and welfare coverage through the Association of Washington Cities. Regence BlueShield Health First 250 or Regence BlueShield High Deductible Health Plan with a Health Savings Account; Delta Dental PPO –Plan F; Vision Service Plan.

10.2 For the term of this Agreement, the employee shall contribute to the cost of these insurance premiums through payroll deduction as follows:

Employer will pay 90% and employee will pay 10% of the employee's total premiums.

10.3 For the term of this agreement, the City agrees to pay the premium for a \$10,000 basic life insurance policy. Such policy shall be provided through the Association of Washington Cities Standard Insurance group life insurance plan. Employees may purchase, at their own expense, supplemental life insurance per the policy's guidelines. Supplemental life insurance shall be paid by the employee through a payroll deduction.

10.4 The parties agree to cooperate in exploring alternative insurance carriers and plans through a joint health insurance committee. Either party may reopen Article 9 to bargain changes based on the results of the committee's work.

ARTICLE 11 - GRIEVANCE

11.1 A grievance is defined as a dispute involving the interpretation and application of the provisions of this agreement.

11.2 Grievances shall be processed and settled in the following manner:

11.2.1 Should the employee fail to resolve the matter informally, the employee shall submit the grievance in writing setting forth the specific section(s) allegedly violated, the facts and circumstances of the alleged violation, and the remedy requested, to the Department Director within fifteen (15) working days of the occurrence or reasonable knowledge of the occurrence.

11.2.2 The Department Director shall then attempt to adjust the matter and shall respond to the Union within ten (10) working days.

11.2.3 If the grievance has not been settled satisfactorily by the Department Director, it shall be presented by the Union to the Mayor or designee, in writing, within ten (10) working days. The Mayor or designee shall respond to the Union in writing within twenty (20) working days.

11.2.4 If the Union and the Mayor or designee fail to reach a satisfactory adjustment, the Union may request that the matter be submitted to an arbitrator as hereinafter provided:

Written notice of a request for arbitration shall be made to the Mayor within twenty (20) working days of receipt of the Mayor's or designee's written response. Arbitration shall be limited to issues involving the interpretation or application of specific terms of this Agreement. If the parties cannot mutually agree to an arbitrator, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbitrators who practice in Washington and Oregon. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbitrators is received, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name from the panel shall be determined by coin flip.

Arbitration proceedings shall be in accordance with the following:

The arbitrator, once appointed, will inform the parties as to the procedures which will be followed.

The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbitrator deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.

The arbitrator shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.

Each party shall bear the expense of presenting its own case, including attorney's fees. The expenses of the arbitrator shall be borne equally by the City and the Union.

The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

11.3 Time limits in this Article may be extended only by written agreement of the parties.

ARTICLE 12 - UNION BUSINESS

12.1 Union Visitation: The Union Business Representative shall be allowed access to all facilities of the Employer wherein the employees covered under this Agreement may be working for the purpose of conducting necessary Union business, and investigating grievances; provided, such representative does not interfere with the normal work processes.

12.2 The employer agrees that any employee serving as a Union shop steward or on a negotiating committee, shall be allowed to conduct Union business with the Employer during working hours without loss of pay.

ARTICLE 12 - MANAGEMENT RIGHTS

12.1 The Union recognizes the prerogative of the City to operate and manage the municipal services in the most efficient, effective manner.

12.2 The Union recognizes the exclusive right of the City to establish reasonable rules and policies for the operation of its business, subject to statutory limitations and/or decisions of tribunals of competent jurisdiction.

12.3 The Union recognizes the exclusive right of the City to establish methods and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of new, improved or automated methods or equipment.

12.4 The Union recognizes the exclusive right of the City to assign employees to specific jobs within the bargaining unit in accordance with their job classification or title.

12.5 The Union recognizes the exclusive right of the City to recruit, hire, promote, transfer, appoint, and assign employees; and to lay off employees for lack of work or funds.

12.6 The Union recognizes the exclusive right of the City to determine staffing levels.

12.7 The Union recognizes the exclusive right of the City to determine performance standards.

12.8 The Union recognizes the exclusive right of the City to control the City Budget.

12.9 The Union recognizes the exclusive right of the City to take action in the event of an emergency.

ARTICLE 13 - UNION RELATIONS

13.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. At no time shall employees be required to act as strike breakers or to cross a picket line. However, the City and the Union agree to meet and establish temporary procedures during emergency situations.

ARTICLE 14 PUBLIC WORKS SAFETY EQUIPMENT AND CLOTHING ALLOWANCE

14.1 The City shall furnish safety equipment, including but not limited to rain gear, gloves, boots, and other equipment as necessary and required by State and Federal regulations. Boots shall be purchased no more than once per year, except under extraordinary circumstances where a second purchase determined to be necessary by the Department Head.

14.2 The employer shall provide Two Hundred Seventy-Five Dollars (\$275.00) per Public Works Department employee and Building Inspector per year towards the purchase of work clothing, excluding boots. The cost of required embroidery and/or affixing logos on clothing shall be paid by the City. The Clothing Allowance shall be paid once per calendar year, either with the pay period ending March 15th, or for new employees, with the first pay period following hire.

ARTICLE 15 - ACCIDENT OR INJURY REPORT

15.1 It is the responsibility of the employee to report all property damage, accidents, or injuries, regardless of severity, to their immediate supervisor, who shall write a report during the shift, and file it with the Mayor or designee immediately.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

16.1. The Employer and the Union recognize that the intent of corrective action is for the purpose of modifying inappropriate behavior. While the Employer will attempt to modify inappropriate behavior through various means using progressive discipline, the Employer reserves the right to issue corrective action and/or discharge employees on the merits of each situation as presented and identified through the course of an investigation. Said actions shall state in writing to the employee and the Union the reason(s) for such action. If the employee and/or the Union believe such action to be unjustified, the matter may be pursued through the grievance provisions of this Agreement. The Employer shall not discharge nor suspend an employee except for just cause. The Employer agrees with the principles of progressive discipline.

16.2 An employee shall be given the opportunity to respond to and sign all disciplinary items placed in their personnel file. If an employee refuses to sign a disciplinary item, the Employer may submit the document to a Union representative for signature as to form.

ARTICLE 17 — SEASONAL EMPLOYEES

17.1 Seasonal employees are those workers who do not work for the City year round, and work according to provisions of 4.10.6 of this agreement.

17.2 Articles 4, 5, 6, 7, 8, 9, 10, 14, and 16 shall not apply to seasonal employees, *provided*, when the City fills a permanent job vacancy, after the first day of their second season, seasonal

employees shall be eligible to apply for the vacancy in accordance with 4.10.2. These seasonal employees may grieve the application of Section 4.10.2 under Article 10.

17.3 Seasonal employees shall be paid according to their experience and Appendix A.8 of this agreement and approved by the Mayor or designee. Seasonal employees shall be paid longevity in accordance with A.4, provided, that seasonal employees' years of service are computed as two seasons equal one year of service.

17.4 Seasonal employees shall be discharged without cause when seasonal work is reduced, and the City feels that the need for that employee is no longer present.

17.5 Seasonal employees shall be "at will" employees during their employment with the City.

ARTICLE 18 - MATTERS COVERED AND COMPLETE AGREEMENT

18.1 The parties agree that this document contains the complete agreement on all bargainable issues.

ARTICLE 19 - SEPARABILITY AND SAVINGS

19.1 Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 20 – WAGES

20.1 The classifications of work and wage scales for employees covered by this Labor agreement shall be as set forth in Appendix A of this Agreement and is incorporated by reference.

ARTICLE 21 - DURATION

21.1 This Agreement is effective January 1, 2022, and shall remain in full force and effect through December 31, 2023, and shall remain in effect during the course of negotiations on a successor Labor Agreement.

Dated this ____ day of November, 2021.

SIGNED:

SIGNED:

APPENDIX A
to the
AGREEMENT
By and Between
CITY OF SEDRO-WOOLLEY, WASHINGTON
and
LOCAL 176-SW, WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

January 1, 2022 through December 31, 2023

THIS APPENDIX is supplemental to the AGREEMENT by and between the City of Sedro-Woolley, Washington, (Employer) and Local 176-SW, Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, (Union).

A.1 Effective January 1, 2022, the classifications of work and the monthly rates of pay for each classification covered by this Agreement shall be as follows, which represent a 3.75% cost of living increase and adjustments based on a salary survey:

2022						
CLASSIFICATION	STEP A 00-06M	STEP B 07-12M	STEP C 13-24M	STEP D 25-36M	STEP E 37-48M	STEP F 49+M
Utility Worker/Equipment Operator I Streets, Cemetery, Parks, Solid Waste	4,069	4,273	4,489	4,713	4,950	5,196
Utility Worker/Equipment Operator II Streets, Cemetery, Parks, Solid Waste	4,387	4,608	4,837	5,080	5,334	5,598
Lead Utility Worker/Equipment Operator Streets, Cemetery, Parks, Solid Waste	4,940	5,186	5,449	5,721	6,006	6,306
Foreman/supervisor Streets, Cemetery, Parks, Solid Waste	5,613	5,893	6,190	6,498	6,823	7,165
Custodian	3,394	3,562	3,740	3,927	4,122	4,329
Offender Work Program Supervisor (F/T)	3,800	3,987	4,188	4,395	4,616	4,848
Offender Work Program Supervisor (PIT) Hourly	22	23	24	25	27	28
Mechanic (P/T) Hourly	\$23.72-\$36.91					
Deputy Clerk	4,097	4,300	4,515	4,746	4,981	5,230
Accounting Clerk	3,885	4,078	4,283	4,494	4,723	4,958
Accounting Clerk /HR Assistant	4,069	4,279	4,482	4,704	4,931	5,182
Secretary Clerk	3,531	3,706	3,893	4,087	4,288	4,505
EMS Billing/Medicare Compliance Clerk	4,069	4,279	4,482	4,704	4,931	5,182

Permitting Technician	4,162	4,373	4,589	4,818	5,061	5,310
Public Works Assistant	4,729	4,965	5,213	5,473	5,749	6,035
Building Inspector	5,095	5,350	5,619	5,900	6,195	6,504
Engineering/Planning Technician	3,872	4,069	4,272	4,483	4,707	4,944
Collection Specialist	4,451	4,676	4,913	5,165	5,420	5,693
WWTP OIT						
Plant Operator	00-12M	13+M				
Class I Plant	5,055	5,306				
Class II Plant	5,699	5,983				
Class III Plant	6,204	6,516				
Lead Operator	00-12M	13+M				
Class II Plant	6,204	6,516				
Class III Plant	7,029	7,166				
Supervisor	00-12M	13-24M	25+M			
Class III Plant	7,524	7,666	7,847			

A.1.1 Step increases identified in section A.1 shall become effective on the employee's anniversary date.

A.2 It is agreed that the City will engage the services of an independent consultant to perform a job description review and compensation survey for all AFSCME bargaining unit covered positions. It is agreed that the parties will meet and bargain the impacts of the survey no later than October 31, 2022. It is agreed that the impacts of this survey and bargaining will be retroactive to January 1, 2022. Effective January 1, 2023, the rates of pay set forth above shall be increased by ninety percent (90%) of the All Urban Consumer Price Index (CPI-U) for the Seattle Tacoma Bremerton area for that period from June 2021 to June 2022, as specified by the Bureau of Labor Statistics, United States Department of Labor. The increase shall be a minimum of 2% and a maximum of 4%.

A.5 Longevity. In addition to the rates of pay identified in section A.1, each employee who is qualified shall receive longevity pay based on the following years of service:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY</u>
Beginning 5 th	\$25.00 per mo.
Beginning 6 th	\$30.00 per mo.
Beginning 7 th	\$35.00 per mo.
Beginning 8 th	\$40.00 per mo.
Beginning 9 th	\$45.00 per mo.
Beginning 10 th	\$50.00 per mo.
Beginning 11 th	\$55.00 per mo.
Beginning 12 th	\$60.00 per mo.
Beginning 13 th	\$65.00 per mo.

Beginning 14 th	\$70.00 per mo.
Beginning 15 th	\$75.00 per mo.
Beginning 16 th	\$80.00 per mo.
Beginning 17 th	\$85.00 per mo.
Beginning 18 th	\$90.00 per mo.
Beginning 19 th	\$95.00 per mo.
Beginning 20 th	\$100.00 per mo.
Beginning 21 st	\$105.00 per mo.
Beginning 22 nd	\$110.00 per mo.
Beginning 23 rd	\$115.00 per mo.
Beginning 24 th	\$120.00 per mo.
Beginning 25 th	\$125.00 per mo.
Beginning 26 th	\$130.00 per mo.
Beginning 27 th	\$135.00 per mo.
Beginning 28 th	\$140.00 per mo.
Beginning 29 th	\$145.00 per mo.
Beginning 30 th	\$150.00 per mo.
Beginning 31 st	\$155.00 per mo.
Beginning 32 nd	\$160.00 per mo.
Beginning 33 rd	\$165.00 per mo.
Beginning 34 th	\$170.00 per mo.
Beginning 35 th	\$175.00 per mo.

A.6 All new hires shall begin at Step A of the appropriate pay range. Exceptions shall be by explicit agreement between the Employer and the Union. This language shall not apply to promotions and transfers.

A.7 Should an employee be promoted to a higher classification the employee shall be placed into the step of the higher classification that reflects an increase over the previous step.

A.8 Prior continuous service with the city shall be granted to all employees toward their longevity.

A.9 For the term of this agreement, the hourly rate for Seasonal Workers shall be \$14.00 - \$22.00.

A.10 OPENER FOR SALARY REVIEW AND JOB DESCRIPTION ANALYSIS DURING 2022:

APPENDIX B

DRUG AND ALCOHOL POLICY

B.1 Statement of Purpose - The City and the Union agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize drug and alcohol dependency as illnesses and major health problems. Employees needing help in dealing with such problems are encouraged to use the City's health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel record, so long as disciplinary matter is not pending.

B.1.1 Definitions

B.1.1.1 Accident: Accident means an incident:

- a) resulting in the death of a human being; or
- b) resulting in bodily injury to a person; or
- c) resulting in one or more vehicles incurring damage (a minimum of \$500 to each vehicle) or causing other property damage as a result of the accident; for the purposes of this sub-section, accident does not include incidents such as:

damage occurring as the result of thrown rocks from the normal use of equipment;

damage to unmarked or improperly marked utilities;

damage to overhead utility lines occurring as a result of regular operations and activities.

(The Union and the City agree to meet as needed to review and discuss this sub-section.)

B.1.1.2 Alcohol Concentration: The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath.

BA .1.3 Commercial motor vehicle: A motor vehicle or combination of vehicles used in commerce if the motor vehicle:

- 1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- 2) Has a gross vehicle weight rating of 26,001 or more pounds; or
- 3) Is designed to transport 16 or more passengers, including the driver; or
- 4) Is of any size used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded.

B.1.1.4 Driver: Any person who operates a commercial motor vehicle, including but not limited to full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operated contractors who are either employed by or under lease to an employer or who operate a commercial motor vehicle at the direction or with the consent of the Employer.

B.1.1.5 Performing: (a safety-sensitive function). A driver is considered to be performing a safety-sensitive function during periods in which he or she is actually performing, ready to perform, or immediately available to perform any of those on-duty functions (a) through (g) listed in the definition of safety-sensitive function.

B.1.1.6 Safety-sensitive function: Any of those on-duty functions listed below. On-duty time means all time from the time the driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and includes:

- a) All time at a facility waiting to be dispatched, unless the driver has been relieved from duty;
- b) All time inspecting equipment as required by federal regulations or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- c) All time driving;
- d) All time, other than driving time, in or upon any commercial motor vehicle, except time spent resting in a sleeper berth;
- e) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving receipts for shipments loaded or unloaded.
- f) All time spent performing the driver requirements related to an accident; and
- g) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

B.1.2 Prohibitions

B.1.2.1 Alcohol: With respect to alcohol use, no employee shall:

- a) Report to duty or remain on duty while having an alcohol concentration of 0.04 or higher;
- b) Possess alcohol while on duty;
- c) Use alcohol while performing safety-sensitive functions;
- d) Perform safety-sensitive functions within 4 hours after using alcohol;
- e) Use alcohol for 8 hours after an accident, or until he/she undergoes an alcohol test; or
- f) Refuse to submit to a required alcohol test.

B.1.2.2 Controlled Substances - An employee is not allowed to report to duty when he/she uses any controlled substance, except when the use is prescribed by a physician who has advised the employee the substance does not adversely affect the ability to operate a vehicle or machinery.

B.1.3 Required Alcohol and Controlled Substances Tests -Employees will be tested for alcohol and/or controlled substances use under the following circumstances:

B.1.3.1 Pre-employment: Prior to the first time an employee performs a safety sensitive function, the individual must undergo testing.

B.1.3.2 Post-accident: Following an incident that meets the definition of an accident as used in this policy, each surviving driver will submit to a post-accident test.

B.1.3.3 Reasonable Suspicion:

a) Employer representatives may direct an employee to submit to an alcohol and/or controlled substances test when that supervisor has reasonable suspicion to believe an employee has violated the prohibitions in the Prohibition section above. The belief must be based on specific, contemporaneous, articulable observations made by the employer representative making the reasonable suspicion determination concerning the appearance, behavior, speech, or body odors of the employee.

b) Document reasonable suspicion: Designated employer representatives' recommendations to test employees will be in writing and describe the behavior and circumstances observed by that employer representative that is the basis for recommending that an employee be tested. The record of facts and observations will be made as soon as is practical and without delaying the testing process. The record will include a description of the factors such as the employee's appearance, behavior, speech and witnesses to these factors.

B.1.3.4 Return-to-duty: An employee who has violated a prohibition in the Prohibition section must undergo a return-to-duty alcohol test with a result of under 0.02 before returning to duty if the violation was for alcohol; and/or must undergo a controlled substances test with a result indicating a negative result if the violation was for controlled substances use.

B.1.3.5 Follow-up testing: An employee who has been identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use is subject to follow-up testing. Follow-up testing consists of at least six unannounced tests in the first 12 months following the employee's return to duty. Additional testing during the initial 12 month period or additional testing during a period as long as 60 months may be required by a substance abuse professional.

B.1.4 Alcohol Testing Procedures: All alcohol tests, except for post-accident tests, shall be conducted by a breath alcohol technician (BAT) using an evidential breath testing device (EBT) that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on its Conforming Products List of Evidential Breath Measurement Devices. A BAT-qualified supervisor of an employee may only conduct the alcohol test for that employee if there is no other BAT-qualified supervisor available. For post-accident tests, alcohol tests may be conducted using an evidential breath testing device as described above or by a blood test.

B.1.5 Controlled Substances Testing Procedures:

B.1.5.1 Tests for controlled substances shall be conducted only by urinalysis, except for post-accident tests, and shall be performed by a laboratory certified by the Department of Health and Human Services (DHHS) to conduct such testing. For post-accident tests, tests for controlled substances may be conducted by urinalysis or by a blood test.

B.1.5.2 Specimens will only be tested for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

B.1.5.3 Urination will not be observed except as required by federal regulations. When visual observation is required, the observer shall be of the same gender as the employee.

B.1.5.4 The Employer shall pay for all controlled substances testing, except re-testing of the split sample requested by an employee unless the second test invalidates the original test.

B.1.5.5 The Employer shall not require an employee to inform the Employer of any over-the-counter medication or other therapeutic drug use except when the use of a controlled substance is prescribed by a physician who has advised the employee that the substance may adversely affect the employee's ability to operate a vehicle or other machinery. At the collection site, the employee may, though it is not required, list any medications they are taking only on the back of the employee copy of the chain-of custody form to serve as a memory aid.

B.1.5.6 Prior to making a final decision to verify or report a positive test result, the medical review officer (MRO) shall give the employee an opportunity to discuss the test results. If the MRO determines there is a legitimate medical explanation for the positive test result, he or she shall take no further action and report the test result as negative.

B.1.6 Pay-status - Employees shall be paid for all time pertaining to the administration of alcohol and controlled substances tests, including overtime. All time used by employees under this section will be considered time worked for purposes of wages, overtime, seniority, and other benefits.

B.1.7 Referral, Evaluation and Treatment:

B.1.7.1 Any employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40 will be evaluated by a Substance Abuse Professional (SAP). A SAP is a licensed physical psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

Assessment by a SAP does not shield an employee from disciplinary action or reinstatement with the City. The Mayor or his/her designee should be consulted to determine the penalty for performance-based infractions and violation of policy provisions.

If an employee is allowed to return to duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the employee must pass return-to-duty drug and alcohol tests, and be subject to unannounced follow-up tests for a period of one to five years. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

B.1.7.2 Selection of SAP: The SAP shall meet the qualifications established in federal regulations and will be mutually acceptable to both parties.

B.1.7.3 Rehabilitation: Rehabilitation programs will be available through established health insurance programs.

a) **Continuation of Pay:** A leave of absence shall be allowed for treatment on an in-patient or out-patient basis. Employees participating in rehabilitation programs shall be entitled to use their accumulated vacation, holiday, and other accrued leave time.

b) **Return to non-safety-sensitive duties:** The Employer shall make reasonable efforts to re-assign employees who are participating in an out-patient rehabilitation program to duties within their job description which do not require the performance of safety-sensitive functions, or to another position for which he/she is qualified that does not require the performance of safety-sensitive functions.

B.1.8 Consequences for Employees:

B.1.8.1 The Employer may take appropriate disciplinary action up to and including termination against employees for a violation of the prohibitions listed in the Prohibition section.

B.1.8.2 An employee who has tested positive for alcohol (.04 or greater) or controlled substances and is consequently prohibited from performing a safety-sensitive function shall be given a verbal explanation of the charges and the factual basis prior to being removed from the safety-sensitive function. Said employee shall be placed in Suspension with Pay status pending the completion of the investigation.

B.1.8.3 No employee shall refuse to take a directed alcohol or drug test or to provide urine. If the employee should refuse to take an alcohol test, there will be a presumption that the employee has a positive reading of .04 or greater alcohol concentration. If the employee should refuse to take a drug test or to provide urine, there shall be a presumption that the employee tests positive for one of the five controlled substances. Any employee refusing to take a drug and alcohol test will be subject to termination.

Providing False Information and/or Attempting to Contaminate or Alter a Urine Specimen: Any employee providing false information about a urine specimen and/or attempting to contaminate a urine specimen will be subject to termination.

Refusal or Failure to Comply with Treatment Recommendations: Any employee refusing or failing to comply with treatment and after-care recommendations will be subject to termination.

B.1.8.4 An employee who receives an alcohol reading in the .02 to .039 range shall be retested at 15 minute intervals thereafter.

An employee who receives a final alcohol reading in the .02 to .039 range, shall be assigned to a non-safety sensitive position for the duration of the shift.

B.1.9 Call-in Procedure - With the exception of employees on call, employees who are called in to work outside of their regularly scheduled hours shall be provided the opportunity to acknowledge they have consumed alcohol within the previous four hours or have reason to believe that their alcohol concentration level would be 0.02 or greater. These employees will not be required to submit to an alcohol test, be subject to disciplinary action, or be assigned to perform a safety-sensitive function.

B.1.10 Union Representation - The Employer shall afford employees the right to union representation, if requested, whenever an employee is directed to submit to an alcohol or controlled substances test. All discipline stemming from this policy is subject to the grievance and arbitration procedures in the collective bargaining agreement.

FOR EMPLOYEES COVERED BY FEDERAL ALCOHOL AND CONTROLLED SUBSTANCES REGULATIONS

B.2 Statement of Purpose: - The provisions of this section are intended to comply with the Omnibus Transportation Employees Testing Act of 1991 (the Act) and relevant Department of Transportation regulations, including those of the Federal Highway Administration (FHA).

B.2.1 Required Random Alcohol and Controlled Substance Tests: In addition to the circumstances described in section B.1.3 above, drivers covered by federal alcohol and controlled substances testing regulations will be tested for alcohol and/or controlled substances use on a random basis as follows:

B.2.1.1 a) Rate of testing: The employer will conduct random alcohol and controlled substances testing of covered employees as a participant in the Association of Washington Cities' Consortium. The AWC will determine the rate of testing in accordance with law.

b) Selection method: The selection of drivers shall be determined by a random number table of a computer-based random number generator that is matched with a driver's unique identification number. Each driver shall have an equal chance of being tested each time the selections are made. The dates for random testing will also be selected on a random basis.

c) Restrictions on random alcohol testing: A driver shall only be randomly tested for alcohol while the driver is performing safety-sensitive functions (items a. through g. defined in the Definition section above), just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

d) Application to drivers on leave: When drivers are off work due to long-term lay-offs, illnesses, injuries or vacations, the Employer will skip that employee and select the next person appearing on the list of individuals selected at random. The Employer shall not notify any driver to submit to a test while the driver is off work due to these extended leave periods.

B.2.2 Notice Requirements:

B.2.2.1 For each employee covered by federal alcohol and controlled substances testing regulations, the Employer shall provide detailed educational materials to each covered employee that explains federal regulations and the Employer's policies. At a minimum, the materials shall include:

- a) The categories of drivers who are subject to these regulations;
- b) Information about safety sensitive functions to make clear what period of the work day the driver is required to be in compliance;
- e) Specific information on conduct that is prohibited;
- d) The circumstances under which an employee may be tested for alcohol and/or controlled substances;
- e) The procedures that will be used to test for the presence of alcohol or controlled substances;
- g) The requirement that a driver submit to a test;
- h) An explanation of what constitutes a refusal to submit to a test;
- i) The consequences for drivers found to have violated a prohibition in this policy; including the requirement that the driver be immediately removed from safety sensitive functions;
- j) The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04;
- k) Information on the effects of alcohol and controlled substances;

The person designated by the Employer to be contacted for questions or additional information; and,

- 1) The employees' right to representation in relation to alcohol and controlled substances testing under the collective bargaining agreement.

B.2.2.2 The Employer shall ensure that each covered employee is informed of these requirements and that the Employer retains a statement signed by each covered employee that he or she has received a copy of the materials described in this section.



Agenda
Item No.

Date:

November 23, 2021

Subject:

1st Read - Ordinance No. 2000-21
Amendment to SWMC Chapters 2.12
City Attorney and City Prosecutor

FROM:

Doug Merriman, PhD, City Administrator

RECOMMENDED ACTION:

1st read - A motion to approve Ordinance No. 2000-21 SWMC Chapter 2.12 City Attorney and City Prosecutor.

ISSUE:

Should the City amend the Sedro-Woolley Municipal Code to establish the reporting relationship between the City Prosecutor and the City Attorney?

BACKGROUND/SUMMARY INFORMATION:

SWMC Chapter 2.12 City Attorney and City Prosecutor - The current language in Chapter 2.12 delineates the functions between the City Attorney and the City prosecutor. While this format provides a general description of these two functions, absent are the establishment of the Legal Department, the reporting and supervisory relationship between the City attorney and the City Prosecutor, as well as specific details as to what the duties and functional requirements are of the two positions.

Accordingly, the repeal and subsequent rewrite of Chapter 2.12 provides a comprehensive and specific description of the duties required of the City Attorney, as well as the establishment of the prosecutorial function of the department under the review and management of the City Attorney. In effect, the City Prosecutor will report to the City Attorney. This realignment provides for better coordination of the legal functions of the City.

FISCAL IMPACT, IF APPROPRIATE:

There is no fiscal impact to this action.

ATTACHMENTS:

1. Ordinance No. 2000-21
2. Ordinance No. 2000-21 Exhibit A

ORDINANCE NO. 2000-21

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY AMENDING TITLE 2 “ADMINISTRATION AND PERSONNEL” OF THE SEDRO-WOOLLEY MUNICIPAL CODE BY REPEALING AND REPLACING CHAPTER 2.12 “CITY ATTORNEY AND CITY PROSECUTOR”.

WHEREAS, the Sedro-Woolley Administrative and Personnel Code has not been updated in many years; and

WHEREAS, the existing codes do not provide adequate and up to date descriptions of the roles of various roles within the City’s administration.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON DO HEREBY ORDAIN THAT:

SECTION 1.

Chapter 2.12 “City Attorney and City Prosecutor” of the Sedro-Woolley Municipal Code is hereby repealed in its entirety and replaced with Chapter 2.12 “City Attorney” as outlined in Exhibit A, hereto attached.

SECTION 2.

If any section, sentence, clause, or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any section, sentence, clause, or phrase of this Ordinance.

SECTION 3.

Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication.

Passed by the City Council of the City of Sedro-Woolley this 8th day of December, 2021.

Approved by the Mayor of the City of Sedro-Woolley this 8th day of December, 2021.

Julia Johnson, Mayor

ATTEST/AUTHENTICATED

Debbie Burton, Finance Director

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

EXHIBIT “A”

Chapter 2.12 City Attorney

- 2.12.010** Creation of department.
- 2.12.020** City attorney – Appointment and Confirmation
- 2.12.030** City attorney – Duties and Responsibilities.

2.12.010 Creation of department.

There is established in the city a department known as the legal department which shall be under the supervision of the city attorney, subject to the direction of the mayor and/or city administrator.

2.12.020 City attorney – Appointment and Confirmation.

A. There is hereby created the position of city attorney. The city attorney shall be appointed by the mayor, subject to confirmation by a majority of the city council. The city attorney shall serve at the pleasure of the mayor.

B. The city attorney shall have any combination equivalent to a law degree with admission to practice law in the state of Washington and comprehensive municipal experience in criminal and civil matters including increasingly responsible legal management and administrative duties.

2.12.030 City attorney – Duties and Responsibilities.

A. Duties and Responsibilities. The office of city attorney shall be the legal advisor to the mayor and council and of all of the officers, commissions and boards of the city in relation to matters pertaining to their operations in a governmental capacity. The city attorney shall:

1. Represent the city in litigation, as assigned, in all courts in which the city is a party or directly interested and shall act generally as attorney for the city and the several departments of the city government, together with such additional duties as the council may prescribe by ordinance from time to time.
2. In addition to the duties prescribed by the laws of the state of Washington, as hereinabove set forth, the city attorney shall: attend all regular and special meetings of the council; review and approve, as to form, all proposed ordinances, resolutions, leases, instruments of conveyances, contracts and agreements, and such other and similar instruments as may be required by the business of the city when requested to do so by the council, mayor, city administrator, or department head.
3. Advise the council, boards, commissions, department heads and other city officials and officers including the rendering of formal opinions when so requested, or when it appears to the attorney advisable to do so; consult with and participate with other city officials or representatives of the city concerning settlement of claims against the city or its officials, officers and employees while acting in their official, governmental capacities; and attend, when requested to do

so, official meetings of any board or commission in connection with the proposed drafting of any ordinances, resolutions or contracts.

4. Prosecute in the court of criminal jurisdiction, and on appeal in appellate courts, all alleged violations of City ordinances including, but not limited to, domestic violence, DUI, theft, assault in all courts;
5. Perform the following risk management and insurance administration: receive all claims for damages and respond or forward to the insurance carrier; receive all lawsuits, notify the insurance carrier; coordinate claims of damage to city property and process for restitution or subrogation; maintain current inventory of insured property to ensure insurance coverage.
6. When a conflict of interest occurs in any city matter coming to their attention, advise and request the mayor to appoint a temporary substitute city attorney as to any such matter.



Agenda
Item No.

Date:

November 23, 2021

Subject:

1st Read - Ordinance No. 2001-21 PSE
Franchise Agreement Renewal

FROM:

Nikki Thompson, City Attorney

RECOMMENDED ACTION:

A motion to adopt Ordinance No. 2001-21 authorizing and granting Puget Sound Energy (PSE), a non-exclusive franchise to construct, maintain, operate, repair and replace its facilities within public rights-of-way.

ISSUE:

Council is asked to consider the renewal of the Franchise Agreement with PSE.

State law requires two readings of a franchise agreement before it can be adopted. The first reading of the Puget Sound Energy (PSE) Franchise Renewal Agreement is being reviewed by the Council on November 23, 2021. At this meeting, the City Attorney will give an overview of the ordinance and the franchise negotiation process.

BACKGROUND/SUMMARY INFORMATION:

The PSE Franchise Agreement is a contract which grants PSE the right to use the City's ROW for the installation, maintenance and repair of its transmission and distribution lines on poles and underground, including associated wires, conduit, vaults, and the like. The franchise covers topics such as permitting procedures, notice requirements before working in the ROW, insurance and indemnification, length of the franchise and any applicable costs, fees or tax arrangements. The franchise also protects City-owned assets from impact and provides a framework for coordinating the relocation of facilities in the ROW.

The ordinance adopts a new fifteen (15) year franchise agreement with PSE to provide energy services to the residents of Sedro-Woolley.

Terms of the franchise include:

- Non-exclusive right to use the City right-of-way for utility purposes
- PSE is responsible for all operations, maintenance and repairs of their facilities
- PSE is responsible for relocating their facilities, at no cost to the City, with adequate notice of a City capital improvement project
- Permits and noticing are required for all work within the right-of-way which include right-of-way permits and traffic control plans
- PSE shall carry adequate insurance to cover damages and / or liability within the franchise area.
- A provision for City use of PSE poles for commercial and noncommercial purposes.
- PSE shall cover the administrative costs incurred in administering this franchise and consistent with RCW 35.21.860, including attorney's fees related to franchise negotiations.

FISCAL IMPACT, IF APPROPRIATE:

State law prohibits the City from imposing a franchise fee on electrical power or gas companies; however, the City does collect a 6% utility tax per SWMC 5.06.035(A)2:

"There is levied a tax on the sale, delivery or distribution of electricity and electrical energy, and for the privilege of carrying on said business such tax shall be equal to six percent of the total gross revenue derived from sales of such electricity to ultimate users within the city; provided, however, that there shall not be any tax levied for the installation charges of electrical units".

ATTACHMENTS:

1. Ordinance 2001-21 PSE Franchise Agreement

ORDINANCE NO. 2001-21

AN ORDINANCE of the City of Sedro-Woolley granting Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of energy for power, heat and light, and any other purposes for which energy may be used.

WHEREAS, RCW 35A.11.020 grants the City authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 authorizes the City “to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for ... poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy...”; and

WHEREAS, the Council finds that it is in the best interests of the health, safety and welfare of residents of the City of Sedro-Woolley to grant a non-exclusive franchise to Puget Sound Energy for the operation of electric distribution and electric transmission facilities within the Franchise Area;

NOW, THEREFORE,

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

Section 1. Definitions.

1.1 Where used in this franchise (the “Franchise”) the following terms shall mean:

1.1.1 “City” means the City of Sedro-Woolley, a non-charter code city of the State of Washington, and its successors and assigns.

1.1.2 “Decommissioned Pole” means a PSE owned utility pole located in the Franchise Area which is no longer needed to provide Regulated Service.

1.1.3 “Dispute” means any and all claims, controversies or disputes arising between the Parties relating to or in connection with this Franchise.

1.1.4 “Environmental Laws” means and includes any Law relating to the protection of human health and the environment, including those relating to the generation, use, handling, transportation, storage, release, discharge or disposal of Hazardous Substances, such as the Model Toxics Control Act, RCW Chapter 70.105D.

1.1.5 “Franchise Area” means the surface of and the space along, above, and below any, every and all of the roads, streets, avenues, alleys, lanes, courts, boulevards, parkways, drives and highways of the City as now laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys, lanes, courts, boulevards, parkways, drives and highways that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended.

1.1.6 “Facilities” means, collectively, any and all electric transmission and distribution systems, including poles (with or without crossarms), wires, lines, conduits, cables, braces, guys, anchors and vaults, meter-reading devices, and communication systems; and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.7 “Force Majeure” means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that delays or prevents performance by a Party of any of its obligations under this Franchise, but only to the extent that and for so long as the event or circumstance is beyond the reasonable control of the affected Party; and only to the extent that the affected Party has taken commercially reasonable measures to avoid the effect of the event or circumstance on the affected Party’s ability to perform its obligations hereunder and to mitigate the consequences of the event. Force Majeure shall include the following, to the extent also satisfying the criteria specified above: (a) acts of nature, including storms, epidemics, and pandemics; (b) acts of public enemies, terrorism, war, rioting, insurrection or sabotage; (c) any form of compulsory government action or change in Law; (d) accidents or other casualties causing damage, loss or delay; (e) labor disturbances, strikes, lock-outs or other industrial actions affecting the Parties or any of their contractors, subcontractors, agents or employees; and (f) delay in obtaining or denial of any regulatory consents or approvals.

1.1.8 “Hazardous Substances” means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant that is specifically designated as such and regulated by any applicable Environmental Law.

1.1.9 “Law” means any and all applicable federal, state or municipal law, code, statute, ordinance, rule, tariff, regulation or other requirement that is accorded the full force and effect of law and is binding upon the Parties to this Franchise, as such Law exists, is amended, or may be created during the Term.

1.1.10 “Ordinance” means Ordinance No.2002-21, which sets forth the terms and conditions of this Franchise.

1.1.11 “Party” means and is a reference to either PSE or the City, and “Parties” means and is a collective reference to PSE and the City.

1.1.12 “PSE” means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.13 “Public Improvement Project” means a capital improvement undertaken by the City within the Franchise Area that requires the relocation of Facilities within the Franchise Area, and such capital improvement is funded by the City or with other public monies obtained by the City for such capital improvement.

1.1.14 “Regulated Service” mean any utility, telecommunications or similar service that is subject to the jurisdiction of one or more federal or state agencies that regulate the terms and conditions such service (including the Federal Energy Regulatory Commission, the Federal Communications Commission, and the WUTC).

1.1.15 “Term” means the term of this Franchise, as set forth in Section 15 “Franchise Term.”

1.1.16 “WUTC” means the Washington Utilities and Transportation Commission, and any successor agency with jurisdiction over the terms and condition of the services provided by PSE to its customers.

Section 2. Grant of Rights.

2.1 The City hereby grants to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of energy for power, heat, light and such other purposes for which energy may be used.

2.2 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE’s rights under this Franchise. This Franchise shall not limit or constrain the exercise of the City’s police powers, nor shall this Franchise prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof, if so exercised and used in a manner that is consistent with the terms and conditions of this Franchise.

2.3 PSE shall exercise its rights within the Franchise Area in accordance with Law; provided, however, in the event of any conflict or inconsistency between any municipal law, code, statute, ordinance, rule, regulation, policy or other requirement of the City and the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control.

2.4 This Franchise shall not convey any right to PSE to install its Facilities on, under, over or across, or to otherwise use, any City-owned or leased properties of any kind that are located outside the Franchise Area. Further, this Franchise shall not govern or apply to Facilities located on PSE-owned or leased properties or easements (whether inside or outside of the Franchise Area, whether granted by a private or public entity, and whether now existing or hereafter acquired) and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise or pursuant to rights otherwise granted by the City.

Section 3. PSE Use and Occupancy of Franchise Area.

3.1 All work performed on PSE's Facilities within the Franchise Area shall be accomplished in a good and workmanlike manner, by means that to the extent practicable minimize interference with the free passage of pedestrian or vehicle traffic, and by methods that allow for reasonable access to adjoining property, whether public or private. PSE shall post and maintain proper barricades, flags, flaggers, lights, flares, safety devices and other measures as required by Law. If work on PSE's Facilities within the Franchise Area shall impair the lateral support of the Franchise Area or adjacent properties, then PSE shall take such action as is reasonably necessary to restore and maintain the lateral support of the Franchise Area or such adjacent properties.

3.2 Prior to PSE engaging in any work on PSE's Facilities located within the Franchise Area, PSE shall apply for all necessary City permits to do such work, and shall, except to the extent contrary to or inconsistent with the terms and conditions of this Franchise, comply with all requirements and conditions of such permits. In the event of an emergency situation in which PSE's Facilities within the Franchise Area are in such a condition so as to endanger the property, life, health or safety of any individual, PSE may take immediate action to correct the dangerous condition without first obtaining any required City permits, provided that PSE applies for any necessary permit(s) from the City for such work as soon as reasonably practicable thereafter.

3.3 PSE shall, after installation, construction, relocation, maintenance, removal or repair of any of PSE's Facilities within the Franchise Area, restore the effected Franchise Area and any other City property situated within the Franchise Area that may be disturbed or damaged by such work, to at least the same condition as it was immediately prior to any such work. The City shall not impose any fee, fine, charge or other cost or expense on PSE for such damage or disturbance, provided that such restoration work is completed to the reasonable satisfaction of the City. If such restoration work is not completed to the reasonable satisfaction of the City, then within a reasonable period after the City's written notice to PSE of PSE's failure to complete such restoration, the City may undertake the work itself, or hire a contractor to do so, and submit an invoice to PSE for prompt payment of the City's reasonable costs incurred; provided that in no event may the City take any action with respect to PSE's Facilities. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored consistent with Law.

3.4 PSE shall have the right to cut, clear and remove vegetation overhanging or growing into PSE's Facilities within the Franchise Area so as to prevent such vegetation from coming in contact with such Facilities. The exercise of such right shall be subject to the City's prior approval, which shall not be unreasonably withheld, conditioned or delayed.

Section 4. Planning and Coordination.

4.1 The Parties shall each exercise commercially reasonable efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. In so doing, the Parties shall undertake cooperative planning so as to promote the coordinated timing, location and prosecution of such work within the Franchise Area. Upon the request of either Party, but not more often than annually unless otherwise agreed upon by the Parties, the Parties shall meet to discuss and coordinate regarding future construction activities then being planned by either Party within the Franchise

Area. Such discussions and coordination shall be for informational purposes only and shall not obligate either Party to undertake any specific improvements within the Franchise Area.

4.2 The City may, from time to time, request:

4.2.1 copies of any available PSE plan for potential improvements to PSE's Facilities within the Franchise Area if and as such information is needed by the City for its own planning purposes, and

4.2.2 copies of any available drawings in use by PSE showing the location of its Facilities within the Franchise Area if and as such information is needed by the City for right-of-way management purposes.

Any such request by the City shall be reasonable in scope and at intervals that minimize administrative burdens on both Parties. Any release of such information to the City shall be subject to PSE's prior approval, which shall not be unreasonably withheld, conditioned or delayed. Any information so provided by PSE shall be for informational purposes only and shall not obligate PSE to undertake any specific improvements within the Franchise Area, nor shall such information be construed as a proposal to undertake any specific improvements within the Franchise Area.

As to any such information so provided, PSE does not warrant the accuracy thereof and, to the extent the location of Facilities is shown, such Facilities are shown in their approximate location.

4.3 In the event either PSE or the City shall cause excavations to be made within the Franchise Area, the Party causing such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation so long as such joint use does not unreasonably delay the work of the Party causing such excavation, and such joint use is arranged and accomplished upon terms and conditions reasonably satisfactory to the Party causing such excavation. With respect to any excavations by PSE or the City within the Franchise Area, nothing in this Franchise is intended (nor shall be construed) to relieve either Party of their respective obligations arising under Law with respect to determining the location of utility facilities.

Section 5. City Use of PSE Poles in Franchise Area.

5.1 During the Term the City may, subject to PSE's prior consent (which shall not be unreasonably withheld, conditioned or delayed), install and maintain City-owned overhead facilities, including fiber optic cables, on PSE-owned poles within the Franchise Area pursuant to mutual agreement entered into between the City and PSE. Such mutual agreement may address commercial and noncommercial uses of PSE's poles by the City. The City shall install, operate, and maintain such facilities at its sole risk and expense and shall conduct all such activities in accordance with Law and consistent with such reasonable terms and conditions as PSE may specify from time to time (including requirements accommodating Facilities or the facilities of other parties having the right to use PSE's poles). PSE shall have no obligation under Section 10 "Indemnification and Insurance" in connection with any City-owned facilities that are installed or maintained on PSE's poles. PSE shall not charge the City for use of PSE's poles pursuant to this Section 5 for noncommercial purposes, provided however, that nothing herein shall require PSE to bear any cost or expense in connection with any such use by the City.

5.2 Notwithstanding the foregoing, if at any time during the Term the City's use of PSE's poles pursuant to this Section 5 shall be determined to be a Regulated Service, then such use shall be arranged and accomplished in accordance with any Law applicable thereto.

Section 6. Decommissioned Facilities

6.1 As of the Effective Date, PSE and third parties having attachments of wires, devices and other equipment to PSE-owned poles located in the Franchise Area use the National Joint Utilities Notification System ("NJUNS") as the means of providing official notice between them of actions required to be taken and reporting of actions taken by such third parties with respect to such attachments. To the extent consistent with Law and at the request of the City, PSE will use commercially reasonable efforts (subject to the functional capabilities and limitations of NJUNS in place from time to time) to include the City as an interested party to any notification tickets submitted by PSE in NJUNS with respect to any PSE-owned poles located in the Franchise Area that are permanently no longer in use by PSE and which contain third party attachments. The City may monitor activity associated with such third-party attachments through NJUNS.

6.2 If PSE shall determine a PSE-owned pole located within the Franchise Area to be a Decommissioned Pole, then PSE shall so notify the City and such notice shall establish the date by which such Decommissioned Pole shall be removed from the Franchise Area. PSE shall use commercially reasonable efforts to remove such Decommissioned Pole from the Franchise Area within one hundred-eighty (180) days of the date of such notice. If, however, upon receipt of any such notice from PSE the City shall reasonably determine that such Decommissioned Pole unreasonably interferes with the free passage of pedestrian or vehicle traffic, then the City shall so notify PSE and PSE shall use commercially reasonable efforts to remove such Decommissioned Pole from the Franchise Area within thirty (30) days of the date of such notice from the City.

6.3 If the City reasonably determines that a PSE-owned pole located within the Franchise Area is no longer in use by PSE or by any authorized third-party, then the City may request that PSE determine if such pole is a Decommissioned Pole. Upon receipt of such request, PSE shall review the status of the pole in question. If PSE shall determine such pole to be a Decommissioned Pole, then PSE shall give the City notice thereof in accordance with Section 6.1. If PSE shall determine such pole not to be a Decommissioned Pole, then PSE shall so notify the City and such notice shall explain the basis for making such determination. The Parties agree to cooperate and establish mutually agreeable procedures for the implementation of this Section 6.3 that achieve the right-of-way management objectives of the City in a manner that minimizes the administrative burdens on both Parties.

Section 7. Hazardous Substances.

PSE shall only use Hazardous Substances within the Franchise Area incident to PSE's normal business operations, and in all cases (a) limited to such quantities as may be required in its normal business operations, (b) used, transported or stored per manufacturer's instructions, and (c) used, transported or stored only for its intended use. In the event PSE or its contractors cause an unlawful release of Hazardous Substances within the Franchise Area, PSE shall notify the City within twenty-four (24) hours of its discovery. PSE shall act promptly to remediate such release of Hazardous Substances in accordance with Law at PSE's sole cost and expense.

Section 8. Relocation of Facilities.

8.1 Whenever the City causes a Public Improvement Project to be undertaken within the Franchise Area, and such Public Improvement Project requires the relocation of PSE's then existing Facilities within the Franchise Area (for purposes other than those described in Section 8.2 below), the City shall:

8.1.1 provide PSE, within a reasonable time prior to the commencement of such Public Improvement Project, written notice requesting such relocation; and

8.1.2 provide PSE with reasonable plans and specifications sufficient, in PSE's discretion, for initial system design for such Public Improvement Project.

After receipt of such notice and such plans and specifications, PSE shall relocate such Facilities within the Franchise Area at no charge to the City and in accordance with a schedule mutually agreed upon by the City and PSE. If the City requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section 8.1, the City shall bear the entire cost of such subsequent relocation.

8.2 Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement Project, requires the relocation of PSE's Facilities within the Franchise Area to accommodate such development; or (ii) the City requires the relocation of PSE's Facilities within the Franchise Area for the benefit of any person or entity other than the City, then in such event, PSE shall have the right as a condition of such relocation, to require such person or entity to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE's Facilities.

8.3 Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of PSE's Facilities shall be a required relocation for purposes of Section 8.2 above (including any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

8.4 Nothing in this Section 8 "Relocation of Facilities" shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities authorized by easement or other rights not derived from this Franchise, regardless of whether such easement or other rights are on public or private property and regardless of whether such easement or other rights extend to property lying within the Franchise Area.

Section 9. Undergrounding of Facilities.

PSE acknowledges that the City wishes to promote a policy of undergrounding Facilities within the Franchise Area. City acknowledges that PSE provides electric service on a non-preferential basis subject to and in accordance with tariffs on file with the WUTC. Subject to the availability of such service in accordance with such tariffs, if during the Term the City shall direct PSE to underground overhead electric Facilities within the Franchise Area, then such undergrounding shall be arranged and accomplished subject to and in accordance with such tariffs. This Section 9

shall govern all matters related to the undergrounding of PSE's overhead electric Facilities within the Franchise Area.

Section 10. Indemnification and Insurance.

10.1 PSE shall indemnify and hold harmless the City, its officers, officials, and employees from and against any and all claims, suits, and actions, brought against it for injury or death of any person, or for loss or damage to property of another, to the extent such injury, death, loss, or damage arises out of PSE's negligence or intentional misconduct in exercising the rights granted to PSE by this Franchise; provided, however, that in the event any such claims, suits or actions be presented to or filed with the City, the City shall promptly notify PSE thereof, and PSE shall have the right, at its election and at its sole cost and expense, to settle and compromise such claims, suits or actions; provided further, that in the event any claim, suit, or action is brought against the City based upon any such claim, suit or action, the City shall likewise promptly notify PSE thereof, and PSE shall have the right, at its election and its sole cost and expense, to settle and compromise such claim, suit, or action, or defend the same at its sole cost and expense, by attorneys of its own election.

It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided herein, PSE waives its immunity under Industrial Insurance, Title 51 RCW; provided, however, that the foregoing waiver shall not in any way preclude PSE from raising such immunity as a defense against any claim brought against PSE by any of its employees. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10.2 During the Term PSE shall maintain the following liability insurance coverages, insuring PSE and including the City as additional insured against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE in this Franchise:

10.2.1 Commercial General Liability insurance with limits not less than five million dollars (\$5,000,000) per occurrence for bodily injury or death, property damage, and public liability.

10.2.2 Automobile liability for owned, non-owned and hired vehicles with a Combined Single Limit of five million dollars (\$5,000,000) for each accident.

10.2.3 Excess or Umbrella Liability insurance shall be written with limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

10.2.4 Worker's compensation with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000).

10.3 In lieu of the insurance requirements in Section 10.2, PSE may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the City's request, PSE shall provide the City with reasonable written evidence that PSE is maintaining such self-insurance program.

Section 11. Reservation of Easement in Event of Vacation.

In the event the City vacates any portion of the Franchise Area containing PSE's Facilities during the Term the City shall reserve an easement for PSE's Facilities in the manner provided by the City's vacation procedures. The City shall give PSE advance notice of its intent to vacate any portion of the Franchise Area and shall consult with PSE regarding the terms and conditions of the easement to be reserved for PSE's Facilities.

Section 12. Force Majeure.

If performance of this Franchise or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use commercially reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. Notwithstanding the foregoing, the insufficiency of funds, financial inability to perform or changes in such Party's cost of performing its obligations hereunder shall not constitute a Force Majeure event.

Section 13 Dispute Resolution.

13.1 A Dispute shall be resolved in accordance with the dispute resolution procedures set forth in this Section 13. A Party shall inform the other Party promptly following the occurrence or discovery of any item or event that would reasonably be expected to result in a Dispute. The initial mechanism to resolve a Dispute shall be by negotiation between the Parties' representatives, so designated by the Parties by notice given pursuant to this Section 13.1.

13.2 If the Parties cannot resolve a Dispute satisfactorily within fifteen (15) days after receipt of the initial notice in accordance with Section 13.1, either Party may thereafter deliver to the other Party notice initiating the dispute resolution procedures set forth in this Section 13.2. Such notice shall (i) contain a detailed description of the issues in Dispute, (ii) identify the senior officers or administrators authorized to settle the Dispute, and (iii) propose a date or dates, not less than thirty (30) days from the date such notice, that such officers or administrators are available for a meeting to resolve such Dispute. The recipient Party shall, within three (3) business days following receipt of the Dispute notice, provide to the notifying Party a parallel schedule of availability of the recipient Party's senior officers or administrators duly authorized to settle the Dispute. Following delivery of the respective senior officers' or administrators' schedules of availability, the senior officers or administrators so designated shall meet and confer, as often as they deem reasonably necessary during the remainder of the thirty (30) day period, in good-faith negotiations to resolve the Dispute to the satisfaction of both Parties.

13.3 If at any time after the expiration of such thirty (30) day period the City shall determine that continued negotiations with PSE will not result in a resolution of the issue or issues in

Dispute, and if the City reasonably believes that PSE is then in default of its obligations under this Franchise, then the City may serve upon PSE a written order to comply with the provisions of this Franchise pursuant to Section 14 “Default.”

13.4 Except as otherwise provided in Section 13.3, the Parties intend that the procedures for dispute resolution provided by Section 13 be exhausted before a Party exercises any other right or remedy available under this Franchise or Law. The Parties hereby reserve any and all such rights and remedies.

Section 14. Default.

If PSE shall fail to comply with the provisions of this Franchise, the City may serve upon PSE a written order to so comply within sixty (60) days from the date such order is received by PSE. If PSE is not in compliance with this Franchise after expiration of said sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; provided, however, if any failure to comply with this Franchise by PSE cannot be corrected with due diligence within said sixty (60) day period (PSE’s obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which PSE may so comply shall be extended for such time as may be reasonably necessary and so long as PSE commences promptly and diligently to effect such compliance.

Section 15. Franchise Term.

This Franchise is and shall remain in full force and effect for a period of fifteen (15) years from and after the Effective Date.

Section 16. Assignment.

PSE shall not assign this Franchise to any unaffiliated third party without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, PSE shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

Section 17. Miscellaneous.

17.1 Unless otherwise specifically provided by this Franchise, all notices, consents, requests, demands or other communications required or permitted by this Franchise must be in writing and given by personal delivery, email or certified mail and shall be sent to the respective Parties as follows:

To PSE:

Puget Sound Energy
P.O. Box 97034 EST-11W
Bellevue, WA 98009-9734
Attn: Emily Hagin, Municipal Liaison Manager
Emily.hagin@pse.com

With a copy to:

Puget Sound Energy
P.O. Box 90868
Bellevue, WA 98009-0868
Attn: General Counsel

To City:

City of Sedro-Woolley
Attn: Charlie Bush, City Administrator
325 Metcalf Street
Sedro-Woolley, WA 98284
cbush@sedro-woolley.gov

Any such communication by a Party shall be deemed to have been received by the other Party (i) upon the delivery date received by the intended recipient if delivered by hand; (ii) five (5) business days after it is sent by certified mail, postage prepaid; or (iii) if sent by email transmission, when dispatched and acknowledged by the recipient as having been received in full and in legible form. A Party may change its address for purposes of this Section 17.1 by giving written notice of such change to the other Party in the manner provided in this Section 17.1.

17.2 The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs. Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Franchise with initial capitals in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Franchise taken as a whole. “Includes” or “including” shall not be deemed limited by the specific enumeration of items, but shall be deemed without limitation. The term “or” is not exclusive.

17.3 Any provisions of this Franchise prohibited or rendered unenforceable by any law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Franchise. In such event, the remainder of this Franchise will remain valid and enforceable. Upon such determination that any term or other provision is prohibited or rendered unenforceable, the Parties shall negotiate in good faith to modify this Franchise so as to maintain the original intent of the Parties as closely as possible in an acceptable manner to the end that rights and obligations contemplated under this Franchise are fulfilled to the greatest extent possible.

17.4 This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with Law. This Franchise constitutes the entire agreement between the Parties, and supersedes all other prior agreements and understandings, oral and written, between the Parties, with respect to the subject matter hereof.

17.5 As provided by RCW 35.21.860, the City may recover from PSE actual administrative expenses incurred by the City that are directly related to receiving and approving this Franchise.

17.6 Nothing in this Franchise shall be construed to create any rights or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise shall not confer any right or remedy upon any person other than the City and PSE. No action may be commenced or prosecuted against either the City or PSE by any third party claiming as a third-party beneficiary of this Franchise.

17.7 The Parties shall act in good faith and use commercially reasonable efforts to carry out their respective obligations under this Franchise. The failure of either Party to insist on or enforce strict performance of any provision of this Franchise or to exercise any right or remedy under this Franchise or Law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

17.8 This Franchise shall be governed by, subject to and construed under the laws of the State of Washington. This Franchise is subject to the provisions of any applicable tariff on file with the WUTC or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

17.9 All terms and conditions of this Franchise that must be reasonably construed to survive the expiration or termination of this Franchise in order to give full force and effect to the intent of the Parties as set forth herein shall survive the expiration or termination of this Franchise, regardless of whether such survival is expressly specified herein.

Section 19. Effective Date.

This Ordinance shall be effective on _____, 20____, having been: (i) introduced to the City Council not less than five days before its passage; (ii) first submitted to the City Attorney on November 4, 2021; (iii) published at least five days prior to the above-referenced effective date and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the City of Sedro-Woolley by a vote of at least five members of the City Council on _____, 20____. This Franchise shall take effect as of the date of PSE's written acceptance thereof (the "Effective Date").

Signed and approved by the Mayor on the ____ day of _____, 20____.

Julia Johnson, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

Date: _____

In the matter of the application)	
of Puget Sound Energy, Inc., a)	Franchise Ordinance No.2001-21
Washington corporation, for a)	
franchise to construct, operate)	
and maintain facilities in, upon,)	
over under, along, across and)	
through the franchise area of the)	ACCEPTANCE
City of Sedro-Woolley,)	
Washington)	

WHEREAS, a copy of said Ordinance granting said franchise was received by the Puget Sound Energy, Inc. on _____, 20__, from said City of _____, _____ County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of _____, _____ County, Washington.

IN TESTIMONY WHEREOF said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned _____ thereunto duly authorized on this _____ day of _____, 20__.

ATTEST: PUGET SOUND ENERGY, INC.

_____ By:_____

Copy received for City of

On _____, 20__

By: _____

City Clerk



Agenda
Item No.

Date:

November 23, 2021

Subject:

1st Read: Resolution No. 1080-21

Surplus of fire department equipment

FROM:

Frank Wagner, Fire Chief

RECOMMENDED ACTION:

1st Read: Adopt Resolution No. 1080-21 Surplus of Fire Department equipment

ISSUE:

Should the City surplus obsolete or irreparable equipment from the Fire Department?

BACKGROUND/SUMMARY INFORMATION:

Staff is proposing to surplus equipment listed on Resolution No. 1080-21 to be of limited value to the City due to age/condition.

FISCAL IMPACT, IF APPROPRIATE:

There is no fiscal impact to this action.

ATTACHMENTS:

1. Resolution No. 1080-21

RESOLUTION NO. 1080-21

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 Fire Chief 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 Fire Chief 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:

L-08	10011308	Scott	122810	Large	AV 3000 Facepiece
L-09	10011308	Scott	122810	Large	AV 3000 Facepiece
L-10	10011308	Scott	122810	Large	Av 3000 Facepiece
L-11	10011308	Scott	122810	Large	Av 3000 Facepiece
L-01	102505	Scott		Large	AV-3000 Facepiece
L-02	102505	Scott		Large	AV-3000 Facepiece
L-03	102505	Scott		Large	Av-3000 Facepiece
L-04	10011308	Scott		LARGE	AV-3000 Facepiece
L-05	102505	Scott		Large	AV-3000 Facepiece
L-06	102505	Scott		Large	AV-3000 Facepiece
L-07	10011308	Scott	122810	Large	AV-3000 Facepiece
M-01	102505	Scott		Medium	AV-3000 Facepiece
M-03	102505	Scott		Medium	AV-3000 Facepiece
M-05	102505	Scott		Medium	AV-3000 Facepiece
M-07	102505	Scott		Medium	AV-3000 Facepiece
M-08	102505	Scott		Medium	AV-3000 Facepiece
M-09	102505	Scott		Medium	AV-3000 Facepiece
M-10	102505	Scott		Medium	AV-3000 Facepiece
M-11	102505	Scott		Medium	AV-3000 Facepiece
M-12	102505	Scott		Medium	AV-3000 Facepiece

M-13	102505	Scott		Medium	AV-3000 Facepiece
M-15	102505	Scott		Medium	AV-3000 Facepiece
M-18	102505	Scott		Medium	AV-3000 Facepiece
M-19	102505	Scott		Medium	AV-3000 Facepiece
M-20	102505	Scott		Medium	AV-3000 Facepiece
M-21	102505	Scott			AV-3000 Facepiece
M-22	102505	Scott		Medium	AV-3000 Facepiece
M-23	102505	Scott		Medium	AV-3000 Facepiece
M-24	102505	Scott		Medium	AV-3000 Facepiece
M-25	102505	Scott		Medium	AV-3000 Facepiece
M-27	102505	Scott		Medium	AV-3000 Facepiece
M-29	10011307	Scott	080310 FT1006	Medium	AV-3000 Facepiece
M-30	100011307	Scott	080310 FT1006	Medium	AV-3000 Facepiece
M-31	10011307	Scott	080610 FT981	Medium	AV-3000 Facepiece
M-32	10011307	Scott	080610 FT 981	Medium	AV-3000 Facepiece
M-33		Scott		Medium	AV-3000 Facepiece
M-34		Scott		Medium	AV-3000 Facepiece
M-36		Scott		Medium	AV-3000 Facepiece
M-37		Scott		Medium	AV-3000 Facepiece
M-38		Scott		Medium	AV-3000 Facepiece
M-44		Scott		Medium	AV-3000 Facepiece
M-45		Scott		Medium	AV-3000 Facepiece
M-47		Scott		Medium	AV-3000 Facepiece
M-49		Scott		Medium	AV-3000 Facepiece
S-01	102505	Scott		Small	AV-3000 Facepiece
S-02	102505	Scott		small	AV-3000 Facepiece
S-03	102505	Scott		small	AV-3000 Facepiece
S-04	102505	Scott		Small	AV-3000 Facepiece
S-05	102505	Scott		Small	AV-3000 Facepiece
S-06	102505	Scott		Small	AV-3000 Facepiece
S-07	102505	Scott		Small	AV-3000 Facepiece
S-08	102505	Scott		Small	AV-3000 Facepiece
S-10	102505	Scott		Small	AV-3000 Facepiece
S-11	10011306	Scott	031710 FT987	Small	AV-3000 Facepiece
S-12	10011306	Scott	031710 FT987	Small	AV-3000 Facepiece
S-13	10011306	Scott	031710 FT987	Small	AV-3000 Facepiece
S-14	10011306	Scott	031710 FT987		AV-3000 Facepiece
L-15TI		Scott	AV-3000HT	Large	AV-3000HT
L-16TI		Scott	AV-3000HT	Large	AV-3000HT
M-55TI		Scott	AV-3000HT	Med	AV-3000HT
M-56TI		Scott	AV-3000HT	Med	AV-3000HT

M-581		Scott	AV-3000HT	Med	AV-3000HT
254	IL450254	Scott	61	4500	Carbon Wrap 45 Min. Bottle
2661	IL452661	Scott	60	4500	Carbon Wrap 45 Min. Bottle
2688	IL452688	Scott	59	4500	Carbon Wrap 45 Min. Bottle
3329	IL483329	Scott	56	4500	Carbon Wrap 45 Min. Bottle
3331	IL483331	Scott	57	4500	Carbon Wrap 45 Min. Bottle
3354	IL483354	Scott	55	4500	Carbon Wrap 45 Min. Bottle
4649	IL224649	Scott	1	Med	Carbon Wrap 45 Min. Bottle
4665	IL224665	Scott	2	4500	Carbon Wrap 45 Min. Bottle
4672	IL224672	Scott	3	4500	Carbon Wrap 45 Min. Bottle
4681	IL224681	Scott	4	Med	Carbon Wrap 45 Min. Bottle
4682	IL224682	Scott	5	4500	Carbon Wrap 45 Min. Bottle
4734	IL224734	Scott	6	4500	Carbon Wrap 45 Min. Bottle
4736	IL224736	Scott	7	Med	Carbon Wrap 45 Min. Bottle
4740	IL224740	Scott	8	4500	Carbon Wrap 45 Min. Bottle
4741	IL224741	Scott	9	4500	Carbon Wrap 45 Min. Bottle
4745	IL224745	Scott	10	Med	Carbon Wrap 45 Min. Bottle
4746	IL224746	Scott	11	4500	Carbon Wrap 45 Min. Bottle
4747	IL224747	Scott	12	4500	Carbon Wrap 45 Min. Bottle
4751	IL224751	Scott	13	4500	Carbon Wrap 45 Min. Bottle
4758	IL224758	Scott	14	4500	Carbon Wrap 45 Min. Bottle
4759	IL224759	Scott	15	4500	Carbon Wrap 45 Min. Bottle
4764	IL224764	Scott	16	4500	Carbon Wrap 45 Min. Bottle
4766	IL224766	Scott	17	Med	Carbon Wrap 45 Min. Bottle
4767	IL224767	Scott	18	Med	Carbon Wrap 45 Min. Bottle
4808	IL224808	Scott	19	4500	Carbon Wrap 45 Min. Bottle
4851	IL224851	Scott	20	4500	Carbon Wrap 45 Min. Bottle
5753	IL225753	Scott	21	4500	Carbon Wrap 45 Min. Bottle
5762	IL225762	Scott	22	4500	Carbon Wrap 45 Min. Bottle
5763	IL225763	Scott	23	4500	Carbon Wrap 45 Min. Bottle
5765	IL225765	Scott	24	4500	Carbon Wrap 45 Min. Bottle
5766	IL225766	Scott	25	4500	Carbon Wrap 45 Min. Bottle
5769	IL225769	Scott	26	4500	Carbon Wrap 45 Min. Bottle
5770	IL225770	Scott	27	4500	Carbon Wrap 45 Min. Bottle
5771	IL225771	Scott	28	4500	Carbon Wrap 45 Min. Bottle
5772	IL225772	Scott		Med	Carbon Wrap 45 Min. Bottle
5775	IL225775	Scott	30	4500	Carbon Wrap 45 Min. Bottle
5778	IL225778	Scott	31	4500	Carbon Wrap 45 Min. Bottle
5785	IL225785	Scott	32	Med	Carbon Wrap 45 Min. Bottle
5791	IL225791	Scott	33	Med	Carbon Wrap 45 Min. Bottle
5792	IL225792	Scott	34	4500	Carbon Wrap 45 Min. Bottle

5793	IL225793	Scott	35	4500	Carbon Wrap 45 Min. Bottle
5794	IL225794	Scott	36	Med	Carbon Wrap 45 Min. Bottle
5797	IL225797	Scott	37	4500	Carbon Wrap 45 Min. Bottle
5804	IL225804	Scott	39	4500	Carbon Wrap 45 Min. Bottle
5808	IL225808	Scott	41	4500	Carbon Wrap 45 Min. Bottle
5811	IL225811	Scott	42	4500	Carbon Wrap 45 Min. Bottle
5818	IL225818	Scott	43	Med	Carbon Wrap 45 Min. Bottle
5822	IL225822	Scott	44	Med	Carbon Wrap 45 Min. Bottle
5828	IL225828	Scott	45	4500	Carbon Wrap 45 Min. Bottle
5834	IL225834	Scott	46	Med	Carbon Wrap 45 Min. Bottle
5841	IL225841	Scott	47	4500	Carbon Wrap 45 Min. Bottle
5843	IL225843	Scott	48	4500	Carbon Wrap 45 Min. Bottle
5851	IL225851	Scott	49	4500	Carbon Wrap 45 Min. Bottle
6098	IL486098	Scott	58	4500	Carbon Wrap 45 Min. Bottle
6163	IL226163	Scott	51	4500	Carbon Wrap 45 Min. Bottle
6192	IL226192	Scott	53	4500	Carbon Wrap 45 Min. Bottle
6484	IL486484	Scott	54	4500	Carbon Wrap 45 Min. Bottle
501	RED0510020501DA	Scott		LARGE	NXG2
514	RED0510020514DA	Scott		LARGE	NXG2
530	RED0510020530DA	Scott		LARGE	NXG2
531	RED0510020531DA	Scott		LARGE	NXG2
534	RED0510020534DA	Scott		LARGE	NXG2
537	RED0510020537DA	Scott		LARGE	NXG2
538	RED0510020538DA	Scott		LARGE	NXG2
541	RED0510020541DA	Scott		LARGE	NXG2
542	RED0510020542DA	Scott		LARGE	NXG2
543	RED0510020543DA	Scott		LARGE	NXG2
583	RED0510020583DA	Scott		LARGE	NXG2
590	RED0510020590DA	Scott		LARGE	NXG2
591	RED0510020591DA	Scott		LARGE	NXG2
592	RED0510020592DA	Scott		Large	NxG2
595	RED0510020595DA	Scott		LARGE	NXG2
596	RED0510020596DA	Scott		LARGE	NXG2
598	RED0510020598DA	Scott		LARGE	NXG2
601	RED0510020601DA	Scott		Large	NxG2
602	RED0510020602DA	Scott		LARGE	NXG2
607	RED0510020607DA	Scott		LARGE	NXG2
608	RED0510020608DA	Scott		LARGE	NXG2
609	RED0510020609DA	Scott		LARGE	NXG2
610	RED0510020610DA	Scott		LARGE	NXG2
967	RED0509019967DA	Scott		LARGE	NXG2

31	115S0942002031SR	Scott	NxG7		NxG7 w/PakTracker
42	115S0942002042SR	SCOTT	NxG7		NxG7 w/PakTracker
M-02	102505	Scott		Medium	AV-3000 Facepiece
M-04	102505	Scott		Medium	AV-3000 Facepiece
M-06	102505	Scott		Medium	AV-3000 Facepiece
M-14	102505	Scott		Medium	AV-3000 Facepiece
M-16	102505	Scott		Medium	AV-3000 Facepiece
M-17	102505	Scott		Medium	AV-3000 Facepiece
M-28	102505	Scott		Medium	AV-3000 Facepiece
S-09	10011306	Scott		SMALL	AV-3000 Facepiece
S-15	10011306	Scott	031710 FT987		AV-3000 Facepiece
M-57TI		Scott	AV-3000HT	Med	AV-3000HT
606	IL220606	Scott	0	Med	Carbon Wrap 45 Min. Bottle
5802	IL225802	Scott	38	4500	Carbon Wrap 45 Min. Bottle
5807	IL225807	Scott	40 RIT	4500	Carbon Wrap 45 Min. Bottle
5853	IL225853	Scott	50	4500	Carbon Wrap 45 Min. Bottle
6184	IL226184	Scott	52 RIT	4500	Carbon Wrap 45 Min. Bottle
539	RED0510020539DA	Scott		LARGE	NXG2
603	RED0510020603DA	Scott		LARGE	NXG2
612	RED0510020612DA	Scott		LARGE	NXG2
32	115S0942002032SR	SCOTT	NxG7		NxG7 w/PakTracker
RIT 1	70300097Q	Scott		Med	RIT-Pak II
RIT 2	70300104Q	Scott		Med	RIT-Pak II
VA02		SCOTT			Voice Amp
VA03		SCOTT			Voice Amp
VA05		SCOTT			Voice Amp
VA06		SCOTT			Voice Amp
VA07		SCOTT			Voice Amp
VA08		SCOTT			Voice Amp
VA09		SCOTT			Voice Amp
VA10		SCOTT			Voice Amp
VA11		SCOTT			Voice Amp
VA12		SCOTT			Voice Amp
VA13		SCOTT			Voice Amp
VA14		SCOTT			Voice Amp
VA15		SCOTT			Voice Amp
VA16		SCOTT			Voice Amp
VA17		SCOTT			Voice Amp
VA18		SCOTT			Voice Amp
VA19		SCOTT			Voice Amp
VA20		SCOTT			Voice Amp

VA21		SCOTT			Voice Amp
VA22		SCOTT			Voice Amp
VA23		SCOTT			Voice Amp
VA24		SCOTT			Voice Amp
VA25		SCOTT			Voice Amp

PASSED by majority vote of the members of the Sedro-Woolley City Council this 8th day of December, 2021

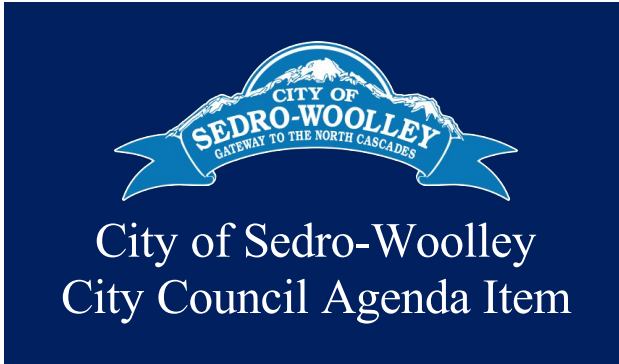
Julia Johnson, Mayor

Attest:

Debbie Burton, Finance Director

Approved as to form:

Nikki Thompson, City Attorney



Agenda
Item No.

Date: November 23, 2021

Subject: Resolution 1083-21 Ratifying the
November 17, 2021 Proclamation of
Emergency.

FROM:

Nikki Thompson, City Attorney

RECOMMENDED ACTION:

Motion to Adopt Resolution 1083-21 Ratifying the November 17, 2021 Proclamation of Emergency.

ISSUE:

Should Council adopt Resolution 1083-21 and ratify the Proclamation of Emergency by Mayor Johnson on November 17, 2021?

BACKGROUND/SUMMARY INFORMATION:

On November 17, 2021, the City experienced a sewer line break that resulted in sewage spilling into the street and entering the storm drain system. This break created an emergency situation that required immediate attention and repair to prevent serious risks to the health and safety of the public.

The Sedro-Woolley Municipal Code and RCW Chapter 38.52 authorize the Mayor to exercise emergency powers and declare an emergency. Mayor Johnson issued a proclamation declaring emergency on November 17, 2021. The exercise of emergency powers must be followed up with a Council resolution ratifying the proclamation and confirming the emergency. Resolution 1083-21 ratifies the action taken by Mayor Johnson on November 17, 2021.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Proclamation of Emergency
2. Resolution 1083-21

OFFICE OF THE MAYOR OF SEDRO-WOOLLEY, WASHINGTON
EMERGENCY PROCLAMATION

WHEREAS, the Revised Code of Washington (RCW) Chapter 38.52 authorizes the Mayor to exercise emergency powers; and

WHEREAS, The City of Sedro-Woolley is experiencing a sewer line break that is causing leaking sewage and needs immediate repair; and

WHEREAS, sewage is in the street and has leaked into the storm drainage system; and

WHEREAS, sewer service for local residents is being impacted; and

WHEREAS, existing conditions of this sewer line event warrant the proclamation of emergency, as defined by Revised Code of Washington (RCW) Section 38.52.010; and

WHEREAS, RCW 36.40.180, RCW 38.52.070(2), and RCW 39.04.280(3), authorize the waiver of the requirements of competitive bidding and public notice with reference to any contract relating to the City's lease or purchase of supplies, equipment, personal services or public works as defined by RCW 39.04.010, or to any contract for the selection and award of professional and/or technical consultant contracts in emergency situations; and

WHEREAS, there is an emergency present which necessitates the utilization of emergency powers granted pursuant to chapter 38.52 RCW and other relevant provisions of state and federal law;

NOW THEREFORE, BE IT DECLARED BY MAYOR JULIA JOHNSON FOR THE CITY OF SEDRO-WOOLLEY:

SECTION 1

It is hereby declared under RCW 38.52.020(1)(b) that a State of Emergency exists in the City of Sedro-Woolley, as a result of the aforementioned conditions, which significantly impacts the life and health of our residents, the economy of the City of Sedro-Woolley, and is a disaster that affects life, health, property, or the public peace.

SECTION 2

I hereby direct designated City departments under this proclamation and those designated within the City's Comprehensive Emergency Management Plan to take actions deemed necessary to otherwise mitigate and prevent impacts and potential impacts upon private property and publicly owned infrastructure, including any necessary actions needed to obtain emergency permitting through municipal, county, state or federal agencies.

SECTION 3


In order to prepare for, prevent and respond to this emergency, pursuant to RCW 36.40.180, RCW 38.52.070(2), and RCW 39.04.280(3), the requirements of competitive bidding and public notice are hereby waived with reference to any contract relating to the City's lease or purchase of supplies, equipment, personal services or public works as defined by RCW 39.04.010, or to any contract for the selection and award of professional and/or technical consultant contracts. Each designated department is hereby authorized to exercise the powers vested in this proclamation in light of the demands of a dangerous and escalating emergency situation without regard to time consuming procedures and formalities otherwise normally prescribed by law (excepting mandatory constitutional requirements).

SECTION 4

A copy of this Proclamation, the extent practicable, shall be posted at the City's regular locations for official notices and shall be made available to members of the local news media and the general public.

DATED this 17th day of November, 2021

MAYOR OF THE CITY OF SEDRO-WOOLLEY



Mayor Julia Johnson

RESOLUTION NO. 1083-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, RATIFYING THE NOVEMBER 17, 2021 PROCLAMATION DECLARING EMERGENCY AND AUTHORIZING THE USE OF EMERGENCY PROCUREMENT PROCEDURES CONSISTENT WITH STATE LAW

WHEREAS, the Revised Code of Washington (RCW) Chapter 38.52 authorizes the Mayor to exercise emergency powers; and

WHEREAS, Sedro-Woolley Municipal Code 2.40.030 empowers the Mayor to proclaim a state of emergency when an incident, whether natural or man-made, requires immediate responsive action to protect life and property; and

WHEREAS, on November 17, 2021, Sedro-Woolley experienced a sewer line break that caused leaking sewage; and

WHEREAS, sewage entered the street and storm drain system; and

WHEREAS, immediate response and repair was required in order to mitigate health and safety risks to the public; and

WHEREAS, RCW 36.40.180, RCW 38.52.070(2), and RCW 39.04.280(3), authorize the waiver of the requirements of competitive bidding and public notice with reference to any contract relating to the City's lease or purchase of supplies, equipment, personal services or public works as defined by RCW 39.04.010, or to any contract for the selection and award of professional and/or technical consultant contracts in emergency situations; and

WHEREAS, there is an emergency present which necessitates the utilization of emergency powers granted pursuant to chapter 38.52 RCW and other relevant provisions of state and federal law; and

WHEREAS, on November 17, 2021 Mayor Julia Johnson signed an Emergency Proclamation declaring a state of emergency exists.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON AS FOLLOWS:

Section 1. That the Emergency Proclamation signed by Mayor Julia Johnson dated November 17, 2021, which among other things declared an emergency and waived competitive bidding requirements is hereby ratified and confirmed and all acts consistent with and prior to the adoption of this Resolution are further ratified and confirmed.

APPROVED AND ADOPTED this ____ day of November, 2021.

Julia Johnson, Mayor

ATTEST:

Debbie Burton, Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney



PURCHASED SERVICES AGREEMENT NO. 2021-PS-33

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and **Barnhart Crane and Rigging Co, aka Sicklesteel Cranes**, whose address is 1021 Sicklesteel Lane, Mount Vernon, WA 98274 hereinafter referred to as the "Consultant".

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City of Sedro-Woolley as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement or amendment to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The Scope of Work deliverables, and all other documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City. Provided however, the Consultant may retain one copy of the work product and documents for its records. Provided further, all images and rights relating to the deliverables referenced in the exhibit

The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** . The term of this Agreement shall be from date at which both parties have completed execution and shall terminate at midnight **December 31, 2021**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.**

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

 X No employees supplying work have ever been retired from a Washington state retirement system.

 Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY.**

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

- (1) Commercial General Liability. Insurance shall be written with limits no less than \$1,000,000 per occurrence; and \$2,000,000 general aggregate.
- (2) Automobile Liability. Insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A: VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII

rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

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

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.**
The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Sedro-Woolley County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant and all approved Subcontractors/Subconsultants shall obtain a business license from the City.

e. **Municipal Research Service Center (MRSC) Roster Registration.**
The Consultant shall register or maintain registration on the MRSC Consultant Roster.

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

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants: N/A

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services **Exhibit A**. In no event shall the compensation paid to Consultant under this Agreement exceed **\$911.40** (Nine hundred eleven dollars and 40/100) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work per the Fee Schedule **Exhibit B**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit an invoice to the City for services performed at completion of the project in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices within ten (10) days after approval by the City Council.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

325 Metcalf Street
Sedro-Woolley, WA 98284

Notices to the Consultant shall be sent to the following address:

1021 Sickelsteel Lane
Mount Vernon, WA 98274

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Skagit County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 17 day of November, 2021.

CITY OF SEDRO-WOOLLEY

Barnhart Crane and Rigging Co., aka Sickelsteel Cranes

By 
City Administrator

By 
Jeff Latture, SVP

Signature of Corporate Officer subject
to exceptions taken; attached hereto
and incorporated herein by reference.

Exhibit A
Scope of Services

See attached "Proposal for Services" dated Friday, November 12, 2021

Exhibit B
Fee Schedule

See attached "Proposal for Services" dated Friday, November 12, 2021



Proposal for Services

Friday, November 12, 2021

Prepared For:	City of Sedro Woolley
Contact:	Nathan Salseina
Email:	nsalseina@sedro-woolley.gov
Phone:	360.856.0151

Barnhart Crane and Rigging
Contact: Gary Furrenes
Email: gfurrenes@barnhartcrane.com
Phone: 360-899-6172

Sedro Woolley, WA 98284

Scope of Services:

Lift Live Tree | Radius: 40 ft. | Load Up: 25 ft. | Load In: 25 ft. | CP From Obstr.: 15 ft. | Load Weight and Dimensions: 10,000 lbs.

55T Donation- Labor Only	\$	-
(6) Hours Labor @ \$140.00 P/Hr.	\$	840

Total Quotation	\$	840
	Location	Plus Tax \$71.40
	2908 .085	\$911.40

Assumptions and Clarifications

1. Lifting or hoisting performed under this offer shall be performed in accordance with the requirements of ASME B30 Series, ASME P30 and 29 CFR 1926 subpart CC and WAC 296-155 including the responsibilities defined therein.
2. CBA Labor Mins: 4/6/8 Hrs. @ \$130.00 Per Hr., Per Person. Site specific training and orientation shall be billed at stated hourly rates.
3. If the load cannot remain in constant full view of the equipment operator a Qualified Signaller is required and may be provided by Barnhart upon request.
4. Changes to the weight or dimensions of the equipment to be handled by Barnhart may affect equipment selection and associated plans resulting in a change of scope and price.
5. Buyer's equipment to be lifted utilizing existing rigging attachment points. If attachment points are unavailable or unsuitable for use Barnhart may assist in alternative method, which may result in
6. All transport times included in this quotation are based upon historical data. Should transport times exceed the established historical norm, due to factors beyond the control of Barnhart, additional cost will

7. Buyer shall provide free and clear access to the work site with sufficient area for assembly and operation of Barnhart equipment. Buyer shall provide suitable ground conditions for the expected equipment.
8. Imposed delays (additional inspections, weather, site access, etc) shall be considered extra work and invoiced at stated hourly rates.

Commercial Terms

1. Net 30 unless otherwise stated

General Terms and Conditions

1. Straight time is defined as 5:00 a.m. – 6:00 p.m. Monday through Friday. Premium rates shall apply in accordance with local labor agreements.
2. Barnhart shall provide Commercial General Liability, Commercial Auto Liability, Pollution, Employer's Liability and Workers' Compensation Insurance with limits of coverage in accordance with Barnhart's
3. Property insurance for the value of Buyer's equipment in the care, custody and control of Barnhart shall be limited to \$100,000 per occurrence unless a higher coverage limit is agreed upon in writing.
4. Barnhart and Buyer shall each indemnify the other party for any claim or action raised by third parties to this agreement. In no case shall Barnhart be liable for the sole fault or negligence of others.
5. Liquidated and Consequential Damages (including loss of use, loss of revenue or any other economic losses) are specifically excluded.
6. This offer is valid for 30 days unless otherwise extended in writing and is subject to resource availability at the time of order.
7. This offer is based upon the conditions of the Barnhart Service Agreement, latest edition.

Accepted and Authorized Customer/Buyer

Sign _____

Name _____

Title _____

Date _____

Barnhart

Sign 

Name Jeff Latture

Title SVP

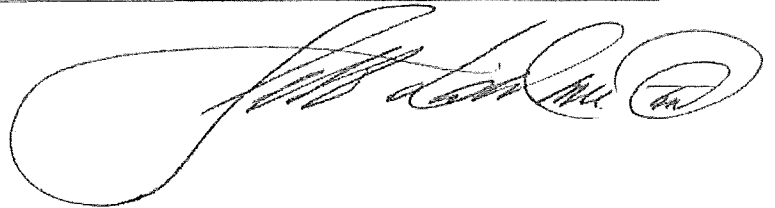
Date November 17, 2021

November 16, 2021

Exceptions Taken to Purchase Service Agreement

City of Sedro Woolley (Contractor)

Item	Exception Taken
	Barnhart Crane and Rigging LLC. (hereafter "Subcontractor")
	Subcontractor's Proposal is incorporated by reference into the Contract Documents for purposes of scope definition and to capture pricing and technical requirements.
III.	Additional time (regular or overtime) required on the project for Subcontractor's labor or equipment caused by delays not attributable to Subcontractor will be invoiced to Contractor at the rates provided in Subcontractor's Proposal.
III.6	<ul style="list-style-type: none">• Subcontractor limits liability to actions, lack of action or events caused by Subcontractor.• Subcontractor does not provide indemnification for any party for damages caused by others.• Subcontractor limits liability for Contractor's property in the care, custody or control of Subcontractor to \$100,000 unless Contractor requests a higher amount of insurance coverage.• Neither Subcontractor nor Contractor shall be liable to the other for any liquidated, consequential, incidental, indirect, punitive or special damages (including loss of use, profits, business or goodwill), from all causes of action of any kind, including, but not limited to, contract, tort, warranty, or otherwise, throughout this agreement, even if advised of the likelihood of such damages.
III.7	Subcontractor limits liability for Contractor's or Owner's property in Subcontractor's care, custody or control to a maximum of \$100,000 per occurrence of Motor Truck Cargo or Riggers Liability insurance. If you require a higher amount, we can provide pricing for the additional coverage.
	End

A large, stylized handwritten signature in black ink, likely belonging to a representative of the City of Sedro Woolley or the Subcontractor.