

CITY COUNCIL LATE MATERIALS

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Leo Jacobs,
Solid Waste & Fleet Supervisor

LATE MATERIALS - AMENDED DUE TO TYPO IN ORIGINAL MEMO

MEMO TO: City Council and Mayor Wagoner

FROM: Leo Jacobs, Solid Waste & Fleet Supervisor

RE: **Possible Bid Awards**
2016 Wheeled Carts
2016 Commercial Front Load Dumpsters
2016 Roll-off Containers

DATE: March 22, 2016 (for Council action March 23, 2016)

ISSUE:

Shall council move to award and authorize the Public Works Director to issue a purchase order for **Wheeled Carts** with Toter LLC., of Statesville, NC for the purchase of solid waste wheeled carts in the amount not to exceed \$41,437.78?

Shall council move to award and authorize the Public Works Director to issue a purchase order for **Commercial Front Load Dumpsters** with Toter LLC., of Statesville, NC for the purchase of solid waste commercial front load dumpsters in the amount not to exceed \$26,345.32?

Shall council move to award and authorize the Public Works Director to issue a purchase order for **Roll-Off Containers** with Wastequip Mfg. Co. LLC of Statesville, NC for the purchase of solid waste roll-off containers in the amount not to exceed \$53,019.61?

BACKGROUND/DISCUSSION:

Solid Waste budgets and purchases a variety of its Wheel Carts, Commercial Front Load Dumpsters, and Roll-Off Containers every year to replace the broken and un-repairable ones. Based on expected replacement needs, bid specifications were prepared and advertised on February 25, 2016. The Specifications noted that different classifications of carts, dumpsters, and containers and could be bid and may be awarded separately based on price and performance. Bids closed for all three on March 10, 2016. Bid results are attached. Bids received were compared based on expected replacement needs. The bid from Toter Inc. was the low bid for the majority of our solid waste wheeled carts. No bid was received for our 195 gallon carts. Toter Inc. also bid on our commercial front load dumpsters and gave two options of their bid - assembled and unassembled. We have selected the unassembled option for budget purposes. The bid from Wastequip Mfg. Co. LLC was the only bid received for roll-off containers and meets our budget needs.

FINANCIAL:

The 2016 Solid Waste Budget under Account 537.80.34.000.412 includes \$70,000 for purchase of replacement containers of all types. Separate purchase orders for Wheeled Carts, Commercial Front Load Dumpsters and Roll-Off containers will be issued to remain within the budget. If additional orders are needed to meet replacement needs, funds will be shifted from other line items in the Solid Waste budget.

MOTION:

Move to award and authorize the Public Works Director to issue a purchase order for Wheeled Carts with Toter LLC., of Statesville, NC for the purchase of solid waste wheeled carts in the amount not to exceed \$41,437.78.

Move to award and authorize the Public Works Director to issue a purchase order for Commercial Front Load Dumpsters with Toter LLC., of Statesville, NC for the purchase of solid waste commercial front load dumpsters in the amount not to exceed \$26,345.32.

Move to award and authorize the Public Works Director to issue a purchase order for Roll-Off Containers with Wastequip Mfg. Co. LLC of Statesville, NC for the purchase of solid waste roll-off containers in the amount not to exceed \$53,019.61.

City of Sedro-Woolley

Wheeled Carts, BID

Bid Tabulation - FINAL

Bid Date: March 10, 2016, 2:00 PM



By: Leo Jacobs		ESTIMATE				Toter LLC (Primary Bid) Statesville, NC				Rehrig Pacific Company Los Angeles, CA				OTTO Environmental Charlotte, NC			
Type	Estimated Quantity	Base Unit Price (minimum 1 each)	Quantity Discount if applicable (state minimum required)	Price Per Unit (with quantity discount)	Total	Base Unit Price (minimum 1 each)	Quantity Discount if applicable (state minimum required)	Price Per Unit (with quantity discount)	Total	Base Unit Price (minimum 1 each)	Quantity Discount if applicable (state minimum required)	Price Per Unit (with quantity discount)	Total				
Wheeled Carts Plastic																	
20 gallon <i>inserts</i>	75	25.22	75	25.22	\$ 1,891.50	100.00	75	28.00	\$ 2,100.00	No bid			No bid				
32 gallon	150	41.61	75	41.61	\$ 6,241.50	150.00	150	45.08	\$ 6,762.00	No bid			No bid				
45 gallon	75	45.61	75	45.61	\$ 3,420.75	No bid		No bid	-	No bid			No bid				
68 gallon	75	47.01	75	47.01	\$ 3,525.75	104.00	75	53.99	\$ 4,049.25	No bid			No bid				
95 gallon	450	51.36	450	51.36	\$23,112.00	111.00	450	58.85	\$26,482.50	No bid			No bid				
195 gallon	10	No Bid		No Bid	\$ -	No bid		No bid	-	No bid			No bid				
SUBTOTAL					\$38,191.50				\$39,393.75				\$ -				
WSST AT 8.5%					\$ 3,246.28				\$ 3,348.47				\$ -				
TOTAL					\$41,437.78				\$42,742.22				\$ -				
NOTES:																	
Subtotal 20, 32, 68 and 95 Gal					\$34,770.75						\$39,393.75	No Bid					
Subtotal 45 Gal					\$ 3,420.75						No Bid	No Bid					
Subtotal 195 Gal					No Bid						No Bid	No Bid					

City of Sedro-Woolley
Commercial Front Load Dumpsters

Bid Tabulation - FINAL
Bid Date: March 10, 2016, 2:00 PM



By: Leo Jacobs		Toter LLC (Unassembled Pricing) Statesville, NC				Rehrig Pacific Company (Assembled Pricing) Los Angeles, CA				Toter LLC (Assembled Pricing) Statesville, NC				OTTO Equipment North Carolina			
Dumpster Size	Estimated Quantity	Base Unit Price (minimum 1 each)	Quantity Discount If applicable (state minimim required)	Price Per Unit (with quantity discount)	Total	Base Unit Price (minimum 1 each)	Quantity Discount If applicable (state minimim required)	Price Per Unit (with quantity discount)	Total	Base Unit Price (minimum 1 each)	Quantity Discount If applicable (state minimim required)	Price Per Unit (with quantity discount)	Total	Base Unit Price (minimum 1 each)	Quantity Discount If applicable (state minimim required)	Price Per Unit (with quantity discount)	Total
BASE BID, PLASTIC																	
2 Yard Dumpster - Plastic	18	484.20	0.00	484.20	\$ 8,715.60	865.00	18.00	546.00	\$ 9,828.00	596.90	0.00	596.90	\$10,744.20	No Bid			No Bid
3 Yard Dumpster - Plastic	12	564.20	0.00	564.20	\$ 6,770.40	960.00	12.00	641.00	\$ 7,692.00	676.90	0.00	676.90	\$ 8,122.80	No Bid			No Bid
4 Yard Dumpster - Plastic	12	724.20	0.00	724.20	\$ 8,690.40	1050.00	12.00	736.00	\$ 8,832.00	836.90	0.00	836.90	\$10,042.80	No Bid			No Bid
6 Yard Dumpster - Plastic	8	No Bid	0.00	No Bid	\$ -	1838.00	8.00	1285.00	\$ 10,280.00	No Bid			\$ -	No Bid			No Bid
8 Yard Dumpster - Plastic	4	No Bid	0.00	No Bid	\$ -	1936.00	4.00	1385.00	\$ 5,540.00	No Bid			\$ -	No Bid			No Bid
Options																	
Gravity Lock with Bar / Auto Locks	1	105.00	0.00	105.00	\$ 105.00	120.00	6.00	100.00	\$ 100.00	110.00	0.00	110.00	\$ 110.00				
Bolt on Pads for Casters	1	Included	0.00	Included	\$ -	No Bid	0.00	No Bid	\$ -	Included	0.00	Included	\$ -				
Lid Props	1	No Bid	0.00	No Bid	\$ -	No Bid	0.00	No Bid	\$ -	No Bid	0.00	No Bid	\$ -				
Casters Swivel Only	1	10.00	0.00	10.00	\$ 10.00	No Bid	0.00	No Bid	\$ -	10.00	0.00	10.00	\$ 10.00				
Drain and Plug	1	20.00	0.00	20.00	\$ 20.00	15.00	1.00	15.00	\$ 15.00	20.00	0.00	20.00	\$ 20.00				
SUBTOTAL					\$ 24,281.40				\$ 42,272.00				\$29,019.80				\$ -
WSST AT 8.5%					\$ 2,063.92				\$ 3,593.12				\$ 2,466.66				\$ -
TOTAL					\$ 26,345.32				\$ 45,865.12				\$31,486.46				\$ -
NOTES:																	
Other Options: Manual Lock	1				\$ 65.00								\$ 75.00				

City of Sedro-Woolley



Roll Off Containers

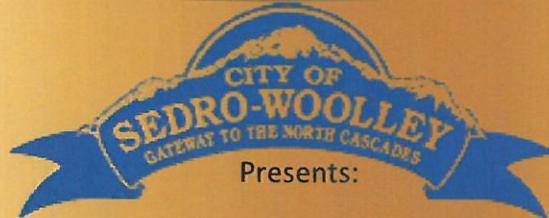
Bid Tabulation - FINAL

Bid Date: March 10, 2016, 2:00 PM

By: Leo Jacobs

Wastequip Mfg. Co. LLC
Statesville, NC

Dumpster Type	Estimated Quantity	Base Unit Price (minimum 1 each)	Quantity discount if applicable (state minimum required)	Price per unit (with quantity discount)	Total
12-15 Yard Rock Container	1	3295.00	N/A	3295.00	\$ 3,295.00
20 Yard Container	1	3775.00	N/A	3775.00	\$ 3,775.00
30 Yard Container	4	4625.00	N/A	4625.00	\$ 18,500.00
40 yard Container	4	5025.00	N/A	5025.00	\$ 20,100.00
Options					
Dome Style Solid Lid 30 Yard	1	1598.00	N/A	1598.00	\$ 1,598.00
Dome Style Solid Lid 40 Yard	1	1598.00	N/A	1598.00	\$ 1,598.00
SUBTOTAL					\$ 48,866.00
WSST AT 8.5%					\$ 4,153.61
TOTAL					\$ 53,019.61



Presents:

CITY WORKS DAY

WHEN: TUESDAY, APRIL 19TH 2016

TIME: 11:00 A.M.-2:00 P.M.

WHERE: MEMORIAL PARK (NEXT TO THE LIBRARY)

**JOIN THE CITY OF SEDRO-WOOLLEY'S WORKERS
FOR A HANDS ON EVENT! GET TO KNOW THE HARD
WORKING MEN AND WOMEN WHO SERVE, PROTECT,
AND KEEP OUR TOWN IN TOP CONDITION.**

WALKING FIELD TRIPS WELCOME!

HIGH TECH EQUIPMENT

DUMP TRUCKS

POLICE DEPARTMENT

SEE S.T.E.M.

IN ACTION!

FIRE DEPARTMENT

GARBAGE TRUCKS

TRACTORS

**VIEW THE NEW SPLASH PARK
PROPOSAL AND MUCH MORE!**

March 21, 2016

TO: Mayor and City Council Members of Sedro Woolley

FR: Loretta Saarinen

RE: Library Proposal

I'm opposed to the Library Proposal for the reasons established as follows:

At the Skagit County Library District, (SCLD), board meeting on March 17, 2016, it was reported by SCLD Attorney Dan Gottlieb that the City offered to build a new library that would be tied to a 20 year debt. Debt service and maintenance was estimated at \$300,000, give or take. Costs were not realistically addressed in the mayor's proposal.

In a written exploratory inquiry report, Dan Gottlieb reported on his discussion with City Attorney, Aaron Berg. In the document it states that they want a smaller library than the Mayor reported, that the SCLD is not interested in a City advisory board yet they will happily take our library offered to them, and city residents will fund the debt to build a new one, and then we'll contract with them so city residents can use their services.

The mayor cites duplication of services. I agree. If this is the only option as proposed, the SCLD can contract with our library to serve their rural residents. It's more cost effective and efficient to update and expand our current library and have SCLD contract with the city since they want a library located in Sedro Woolley. It's a win/win.

Misinformation note: It's too often falsely reported that residents who live outside of the city can't use our library. Our library can be used by county families by paying a \$6 monthly fee or \$72 a year. This modest fee is fair and helps with the library expenses. It's the City taxpayers that paid for and continue to fund the library.

As a supporter of a county library system I did not envision the loss of our City Library as proposed by the Mayor. Instead I thought we'd have two viable and valuable systems that work together cooperatively to serve all of the residents of Skagit County. We have two wonderful examples of city

and county libraries working effectively together in our neighboring counties of Snohomish and Whatcom. I think their model should be used.

Respectfully, morally, ethically, this flawed proposal to fund a new library that will be handed to the SCLD and funded by City taxpayers requires a vote. They will pay for million dollars of debt incurred than forever have to pay contract fees to access the County Library funded by them.

Loretta Saarinen
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Skagit County Library Budgets 2016

(National average for communities is 2-3% of their gross budget)

Mount Vernon -- overall budget = \$53,000,000; library = \$1,232,000 **2.3%**

Burlington – overall budget = \$32,000,000; library = \$756,000 **2.4%**

Anacortes – overall budget = \$51,400,000; library = \$1,352,000 **2.6%**

Sedro-Woolley -- overall budget = \$25,000,000; library = \$360,000 **1.4%**

Mount Vernon Library: 89,000 materials; 25 employees

Burlington Library: 50,000 materials; 12 employees

Anacortes Library: 135,000 materials; 19 employees

Sedro-Woolley City Library: 62,000 materials; 7 employees

Central Skagit District Library: 2,500 materials; 2 employees

These statistics do not count electronic materials; only physical on-site materials have been included.

All figures are from online public websites and actual counts obtained from each library via telephone.

MEMORANDUM*Confidential; Attorney-Client Privileged*

Date: February 9, 2016

To: Jeanne Williams, Library Director, Central Skagit Rural Partial County Library District

From: Dan Gottlieb, Hillis Clark Martin & Peterson P.S.

Subject: Library Partnership Concept Proposal by City of Sedro-Woolley Mayor Keith Wagoner

This memo responds to your request for our observations and comments on the Library Partnership Concept proposal, dated January 21, 2016, made to the Central Skagit Rural Partial County Library District (the "Library District") by Mayor Keith Wagoner of the City of Sedro-Woolley (the "City").

BACKGROUND

The Library District was formed in 2012 and serves the residents of the unincorporated areas of Skagit County within the same boundaries as the Sedro-Woolley School District. To date, none of the City or the Towns of Hamilton or Lyman have chosen to annex into the Library District. All three incorporated entities are authorized by Washington state law to establish and operate their own public libraries, but only the City has done so to date; neither Hamilton nor Lyman has a public library. State law also permits any of those entities to contract to receive library services from another library, such as the Library District. Such library service contracts are common around the State.

The typical parties to a library service contract are, as provider, a governmental entity that only provides library services, such as a rural partial county library district, a rural county library district, an intercounty rural library district or a regional library (each, a "library district"), and as recipient, an incorporated city or town. By law, existing incorporated municipalities are left out of library districts when they are established, but most may subsequently annex into a contiguous library district with the approval of the city's voters (among other things). Some of these library service contracts are intended to bring library services to residents of such omitted municipalities, particularly those cities that never chose to establish their own public libraries. Other such contracts involve the delivery of library services to cities that have decided for one reason or another to cease operating their own libraries. Mayor Wagoner's proposal seems to be of this ilk. Such arrangements are often precursors to an effort to annex into the library district.

For purposes of this memo, we reviewed a number of such library service contracts between other Washington library districts and various cities and towns. The following observations and comments are based on such review.

THE MAYOR'S PROPOSAL

Mayor Wagoner proposes a 20 year agreement pursuant to which the City would provide the Library District with a building within the City to serve as a library facility, which the Library District would operate for the benefit of both its own residents and residents of the City. The City would close the current City library, cease providing library services, and transfer its existing collection and, to the extent it would be useful, equipment and furnishings, to the new library. The Mayor also proposes that the Library District hire the city's existing library staff, presumably to help operate the new facility.

Under the Mayor's proposal, the City would provide an annual "economic commitment" to the new library equal to the amount that the Library District could have collected in the City if the City had annexed into the Library District (i.e., an amount in each year equal to the Library District's actual millage rate for that year multiplied by the City's assessed valuation). The City has estimated that amount would have been \$360,005 for 2015. However, before paying such amount to the Library District, the City would first deduct annually the amount necessary to pay debt service on councilmanic debt incurred by the City to acquire and remodel the new library building. The City has estimated annual debt service to be \$207,000, close to 60% of the total. The City has further proposed that the remainder of such funds be specifically used for maintenance, a building major repair reserve fund and other operating costs, in that order.

While the Library District would operate the proposed new library, which would be branded as part of the Library District, the Mayor proposes that the parties form a joint advisory committee to consider library operations and make recommendations to the Library District Board of Trustees (the "Library District Board"). He also suggests that the Library District Board report annually to the City Council regarding the prior year's operations and the plans for the future year.

The Mayor also proposes a transitional co-location arrangement while the new library is being readied for service, and unwind provisions allowing the City to reestablish a library if the Library District fails, closes, relocates or terminates the agreement. (The Mayor does not specify what should happen if the City chooses to terminate the agreement or fails to honor its obligations thereunder.)

OBSERVATIONS AND COMMENTS

From afar, the Mayor's proposal looks like a typical library services contract between a city and a library district: city provides a building and the library district operates it as a library for the benefit of residents of both entities for a fee equivalent to the amount the library district might have collected if the city were annexed into the library district. A closer look, however, reveals some unique features:

- Term. The proposed 20 year term, which appears to be tied to the term of City councilmanic debt to be incurred to acquire and remodel the new library facility, is considerably longer than most other library services contracts. The term of such agreements is typically one—five years, with wide variation among renewal options, ranging from no renewal provisions to “one or more years “evergreen provisions,” unless cancelled by either party. The Library District Board should consider carefully the future effects on service throughout the Library District of such a proposed long term arrangement with the City, especially in the absence of any sort of cancellation or opt-out provision.
- Use of contract fees. Most other library services contracts do not attempt to delineate how the fees to be paid by the city to the library district will be used. The Mayor's proposal is very specific with respect to the uses of those funds in ways that might limit the choices that the Library District Board might otherwise make in operating the library.

In particular, the requirement that a majority of the contract fee be used to pay the City's debt service related to the new library facility is unique. Considering how significant this amount is, the Library District might wish to negotiate with the City for title to the facility once the debt is repaid.

- Partnership. Most library services agreements are just that, contracts for services. No partnership of any sort is intended.

The Mayor's proposal is denominated as a “library partnership concept,” and the Mayor references “partnership” or “partner” at least four times. The proposed partnership is best evidenced by the joint advisory committee which would make recommendations to the Library District Board regarding library operations. While the committee is denominated as advisory, the strong implication is that the Library District Board is expected to pay attention to what it has to say. Such an arrangement is uncommon in other library service contracts.

If the parties desire to form something like a partnership, an interlocal agreement, which is also permitted by state law, might be a better vehicle than a library service

Jeanne Williams
February 9, 2016
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contract. Under such an agreement, two (or more) public agencies may jointly exercise any power that each is authorized to exercise alone, such as providing library services. The structure of such agreements is intended to promote cooperative action. Alternatively, the parties could work to organize a "regional library," which is a specific form of contractual arrangement permitted under state law for two or more governmental units authorized to establish, maintain and operate libraries

CHALLENGES

The biggest challenge that the Library District will face in responding to the Mayor's proposal is overcoming the past. The City's response to the Library District's recent efforts to develop a library in Sedro-Woolley may make negotiating any agreement with the City—even one that makes a lot of sense—a difficult proposition in the near term.

ND. 21936.001 4845-2867-3069v1

Report on Exploratory Inquiry – Dan Gottlieb

- A. **City timing:** We asked the city for clarification on their timing, since they are proceeding with an architect selection prior to Central Skagit Library decision or negotiations. Mr. Berg responded that if CSL decides to negotiate, they will slow down the process with the architect.
- B. **Location:** We asked if the city had any flexibility on their desire to locate in city core. The city is reluctant to consider locations outside of downtown, their interests being revitalization and pedestrian access.
- C. **Size/expense of proposed library:** We asked if the city would consider a smaller facility in terms of the CSL's interests in preserving fiscal capacity to provide services in other parts of the district. They are flexible on this but want to be sure it is large enough to provide adequate service. Dan indicates that 15,000-17,000 sq. ft. is a pretty common size for a library serving the population of this area.
- D. **Ownership:** We expressed interest in ownership at some point. City is not opposed to CSL ownership after debt is paid off.
- E. **Major repair fund:** CSL interested in holding the major repair fund vs. the city holding it - city is amenable to that.
- F. **Staffing:** City believes that during a transition period, some current part-time employees may not choose to continue working. Employees should be empowered to obtain technical training if needed. Continued employment would be subject to performance reviews as would be required of all staff.
- G. **Governance:** CSL not interested in advisory board, instead asked if City would consider a city resident representative on the Board. They are amenable, with future potential to increase to 2 residents dependent on population trends.
- H. **Contract vs. partnership:** The City proposal mentions both of these, but CSL would be interested in contract, with the City contracting with the CSL. City agrees.
- I. **In closing,** Dan suggested that if CSL decides to proceed with negotiations, we should take action to authorize a refinement of the original proposal.