

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 11 2006

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

DATE: January 11, 2006
TO: Mayor Dillon and City Council
FROM: Patsy Nelson, Clerk-Treasurer
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the January 11, 2006 Regular Meeting to Order. The Clerk-Treasurer will note those in attendance and those absent.

 ___ Ward 1 Councilmember Ted Meamber
 ___ Ward 2 Councilmember Tony Splane
 ___ Ward 3 Councilmember Louie Requa
 ___ Ward 4 Councilmember Pat Colgan
 ___ Ward 5 Councilmember Hugh Galbraith
 ___ Ward 6 Councilmember Rick Lemley
 ___ At-Large Councilmember Mike Anderson
2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

JAN 11 2006

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
December 14, 2005 – 7:00 P.M. – Community Center

The Meeting was called to order at 7:00 P.M.

Pledge of Allegiance

ROLL CALL: Present: Mayor Sharon Dillon, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Mike Anderson.
Staff: Clerk/Treasurer Nelson, Planner Rozema, Engineer Blair, Police Chief Wood and Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #56007 to #56153 for \$422,353.37
 - Payroll Warrants #36895 to #36985 for \$205,467.87
- Waiver of Fees – SW Community Center – Central Elementary Parents – March 3, 2006
- Waiver of Fees – SW Community Center – SW Cooperative Preschool – March 17, 2006
- Aid Car Replacement /Out of State Travel – Fire Department
- Agreement – City of SW & Skagit 911 Council for Fire & EMS Radio Infrastructure
- Request of Waiver of ULID Penalties – Uli Barfuse
- Letter of Understanding – City of SW & National Biosolids Partnership for Environmental Management System

Councilmember Storrs moved to approve the consent calendar Items A through H. Seconded by Councilmember Splane. Councilmember Lemley stated he was abstaining from warrant number 56069. Motion carried.

Public Comment

No comments received.

Special Presentation

Mayor Dillon did a special presentation recognizing the efforts of Bill and Eloise Stendal for their work on the Community Thanksgiving Dinner for the past 25 years.

Bill Stendal addressed the Council and audience members telling them the story of how the dinner first came about. Stendal gave credit to all the volunteers who without them it could not take place.

PUBLIC HEARINGS

2005 Budget Amendment

Clerk/Treasurer Nelson reviewed the budget amendments and noted that most of the necessary adjustments are because of grants and donations received. She stated that approximately \$250,000 was given to the City in grant monies that had not been budgeted for.

Councilmember Meamber questioned the Ecology grant and other funding available.

Mayor Dillon opened the public hearing at 7:11 P.M.

No public input received.

Mayor Dillon closed the public hearing at 7:11:30 P.M.

Councilmember Storrs moved to approve Ordinance No. 1533-05 An Ordinance Amending Ordinance No. 1490-04 and No. 1509-05, "An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2005." Councilmember Meamber seconded.

Roll Call Vote: Councilmember Meamber – Yes, Splane – Yes, Storrs – Yes, Colgan – Yes, Galbraith – Yes, Lemley – Yes and Anderson – Yes. Motion carried.

OLD BUSINESS

None

NEW BUSINESS

Interlocal Agreement – Skagit River Impact Partnership

Mayor Dillon reviewed the proposal for the Skagit River Impact Partnership. If the City chooses to be involved the Interlocal Agreement needs to be signed. Mayor Dillon noted that Engineer Blair has been filling a position on the steering committee.

Council discussion ensued to include the importance of the City being on both the steering committee and the executive committee and concern of being left out of plans.

Engineer Blair reviewed the purpose of the committee and his involvement on the committee and also the need to be represented.

Further Council discussion took place to include having an equal partnership on the committee, the need for Sedro-Woolley to be on board for government funding requests and the need for equal rights.

Councilmember Colgan moved to enter into the Skagit River Impact Partnership as long as the City of Sedro-Woolley is a part of the executive committee and the steering committee. Seconded by Councilmember Galbraith. Motion carried.

Ordinance – Jake Brakes – Changing from Criminal Charge to Infraction

Mayor Dillon reviewed the proposed ordinance changing the use of compressed air brakes to an infraction rather than a misdemeanor.

Police Chief Wood also reviewed the benefits of changing the ordinance.

Discussion was held to include number of violators on Hwy 9 and the effect on Canadian drivers.

Councilmember Storrs moved to approve Ordinance No. 1534-05 An Ordinance Amending the Penalty for Using Compressed Air Brakes, Making Violation of SWMC Chapter 10.69 An Infraction Rather Than a Misdemeanor, Punishable By a Penalty of Not More Than Three Hundred Dollars. Councilmember Lemley seconded.

Roll Call Vote: Councilmember Anderson – Yes, Lemley – Yes, Galbraith – Yes, Colgan – Yes, Storrs – Yes, Splane – Yes and Meamber – Yes. Motion carried.

Ordinance – 2006 Salaries & Wages

Mayor Dillon introduced the proposed 2006 Salary Ordinance.

Councilmember Storrs moved that the Salary increase for Councilmembers would only take effect after a Councilmember has been elected to his second term. Councilmember Colgan seconded.

Councilmember Anderson commented that part of the reasoning for increasing rates was as an attraction for people to run.

Mayor Dillon restated the motion.

Councilmember Galbraith stated that it was his belief to pay for quality and increase the salaries in order to entice people to run for office.

Motion carried 6-1. (Councilmember Galbraith opposed).

Councilmember Storrs moved to approve Ordinance No. 1535-05 An Ordinance Establishing the Salaries and Wages for Elected Officials, Union (Guild) and Non-Union Employees of the City of Sedro-Woolley, Washington, for the Fiscal Year Beginning January 1, 2006 with the amendment passed previously. Seconded by Councilmember Colgan.

Roll Call Vote: Councilmember Meamber – Yes, Splane – Yes, Storrs – Yes, Colgan – Yes, Galbraith – Yes, Lemley – Yes and Anderson – No. Motion carried 6-1 (Councilmember Anderson opposed).

Ordinance – Establishing the 2006 City Council & Planning Commission Schedules

Mayor Dillon introduced the proposed meeting schedule for 2006 for the City Council and Planning Commission.

Councilmember Lemley moved to approve Ordinance No. 1536-05 An Ordinance of the City of Sedro-Woolley Establishing the 2006 City Council and Planning Commission Meeting Schedule. Councilmember Splane seconded.

Roll Call Vote: Councilmember Anderson – Yes, Lemley – Yes, Galbraith – Yes, Colgan – Yes, Storrs – Yes, Splane – Yes and Meamber – Yes.

Elect Mayor Pro-Tem

Councilmember Meamber moved to appoint Councilmember Lemley as Mayor Pro Tem for the period of January 1, 2006 through December 31, 2006. Seconded by Councilmember Storrs. Motion carried.

Mayor Dillon presented outgoing Councilmember Storrs with a plaque of appreciation for his service as a Councilmember from 2000 to 2005. Councilmember Storrs was thanked with a round of applause.

COMMITTEE REPORTS & REPORTS FROM OFFICER

Mayor Dillon – announced the annual City wide Safety Meeting to be held at 1:00 P.M. at the Community Center for all staff and Councilmembers. She also announced the closure of City Hall on December 23rd and December 26th and wished everyone a Happy Holiday season.

Fire Chief Klinger – expressed concern of people crossing on Highway 20 and questioned the possibility of working with DOT to get a crosswalk for safety purposes.

Councilmember Lemley – wished a Happy Holidays to everyone.

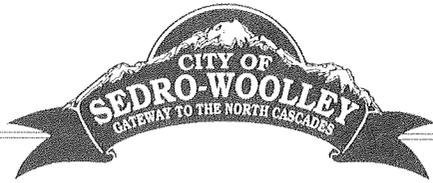
Councilmember Storrs – thanked everyone for the opportunity to serve on the Council.

Councilmember Meamber – commented on the Star on the tree and wondered if it could be fixed.

Mayor Dillon – thanked Allen Rozema and Patsy and Bert Nelson for their help at the Santa Breakfast. Mayor Dillon also commented on the excellent job on the floor of the Community Center which was polished by the City's Custodian, Ray Fox.

Councilmember Storrs moved to adjourn. Seconded by all. Motion carried.

Mayor Dillon adjourned the meeting with a Merry Christmas at 7:50 P.M.



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 11 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 36

DATE: January 11, 2006
TO: Mayor Dillon and City Council
FROM: Patsy Nelson, Clerk-Treasurer
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers and Payroll Warrants proposed for payment for the period ending January 11, 2006.

Motion to approve Claim Vouchers #56154 to #56291 in the amount of \$293,327.88.

Motion to approve Payroll Warrants #36986 to #37075 in the amount of \$131,622.24 & #37076 to #37164 in the amount of \$187,792.03.

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

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/31/2005 (Printed 01/06/2006 08:22)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56154	BANK OF NEW YORK	BOND INTEREST-G/O BONDS		303.50
		WARRANT TOTAL		303.50
56155	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	275.44
		POSTAGE	SAN	275.44
		WARRANT TOTAL		550.88
56156	ALL-PHASE ELECTRIC	SAFETY EQUIPMENT	ST	95.56
		WARRANT TOTAL		95.56
56157	ALLEN, DEBRA	PORTABLE EQUIPMENT	SWR	712.11
		WARRANT TOTAL		712.11
56158	ALLIANCE OFFICE PRODUCTS	SUPPLIES	JUD	264.97
		WARRANT TOTAL		264.97
56159	ALPINE PRODUCTS INC	OPERATING SUPPLIES	ST	1,263.03
		WARRANT TOTAL		1,263.03
56160	ALPINE FIRE & SAFETY	REPAIR/MAINT COMM CTR	PK	93.55
		REPAIR/MAINT-SENIOR CTR	PK	104.29
		SAFETY EQUIPMENT	ST	44.13
		WARRANT TOTAL		241.97
56161	APEX TOWING	PROFESSIONAL SERVICES	PD	145.67
		WARRANT TOTAL		145.67
56162	APPLIED INDUSTRIAL TECH	REPAIR/MAINTENANCE-EQUIP	ST	99.52
		WARRANT TOTAL		99.52
56163	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	919.83
		AUTO FUEL/DIESEL	FD	226.94
		AUTO FUEL/DIESEL	CEM	108.84
		OPERATING SUPPLIES	ST	235.10
		AUTO FUEL/DIESEL	ST	478.01
		AUTO FUEL/DIESEL	ST	364.66
		AUTO FUEL/DIESEL	SWR	240.02
		AUTO FUEL/DIESEL	SAN	1,204.96
		AUTO FUEL/DIESEL	SAN	341.23
		WARRANT TOTAL		4,119.59
56164	AT & T	TELEPHONE	PD	22.43
		WARRANT TOTAL		22.43
56165	CINGULAR	TELEPHONE	PD	656.49
		WARRANT TOTAL		656.49
56166	BANK OF AMERICA	MEALS/TRAVEL-EXTRADITION	PD	140.19
		WARRANT TOTAL		140.19
56167	BARNETT IMPLEMENT CO. INC	REPAIR/MAINT-EQUIP & BLDG	CEM	16.19
		REPAIR/MAINTENANCE-EQUIP	ST	97.06

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		113.25
56168	BANK OF AMERICA	TUITION/REGISTRATION	EXE	110.00
		WARRANT TOTAL		110.00
56169	BAY CITY SUPPLY	OPERATING SUPPLIES	CS	219.46
		OPERATING SUPPLIES	PK	178.76
		OPERATING SUPPLIES	PK	289.73
		WARRANT TOTAL		687.95
56170	BLARG! ONLINE SVC. INC.	TELEPHONE	FD	19.95
		WARRANT TOTAL		19.95
56171	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	725.15
		UNIFORMS/ACCESSORIES	PD	72.84
		UNIFORMS/ACCESSORIES	PD	33.62
		UNIFORMS/ACCESSORIES	PD	21.71
		UNIFORMS/ACCESSORIES	PD	38.03
		WARRANT TOTAL		891.35
56172	BOULDER PARK, INC	MAINT - SOLIDS HANDLING	SWR	4,139.23
		WARRANT TOTAL		4,139.23
56173	BROWN & COLE STORES	OFFICE/OPERATING SUPPLIES	PD	21.76
		REPAIRS/MAINT-DORM	FD	85.90
		OFF/OPER SUPPS & BOOKS	INSP	47.67
		WARRANT TOTAL		155.33
56174	C-N-I LOCATES, LTD	ENGINEERING - SR20 LINE	PWT	3,027.46
		WARRANT TOTAL		3,027.46
56175	CAL-PACIFIC PRODUCTS	MAINTENANCE OF LINES	SWR	262.01
		MAINTENANCE OF LINES	SWR	314.70
		WARRANT TOTAL		576.71
56176	CARLETTI ARCHITECTS P.S.	CITY HALL DESIGN		5,984.94
		WARRANT TOTAL		5,984.94
56177	CASCADE CONCRETE	REPAIRS/MAINTENANCE	ST	324.78
		WARRANT TOTAL		324.78
56178	CINTAS CORPORATION #460	UNIFORMS	FD	59.93
		UNIFORMS	FD	62.24
		UNIFORMS	FD	62.24
		UNIFORMS	FD	62.24
		WARRANT TOTAL		246.65
56179	CITIES INSURANCE ASSOC.	MISC-DUES/SUBSCRIPTIONS	ST	1,000.00
		WARRANT TOTAL		1,000.00
56180	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	34.38
		SUPPLIES/BOOKS	PLN	338.02

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OFFICE/OPERATING SUPPLIES	PD	47.96
		OFFICE/OPERATING SUPPLIES	PD	20.49
		OFFICE/OPERATING SUPPLIES	PD	25.53
		OFFICE/OPERATING SUPPLIES	PD	15.10
		OFFICE/OPERATING SUPPLIES	PD	34.18
		OFF/OPER SUPPS & BOOKS	INSP	338.02
		OFF/OPER SUPPS & BOOKS	INSP	427.26
		WARRANT TOTAL		1,280.94
56181	COMMERCIAL FIRE PROTECTION INC.	REPAIR/MAINT-GARAGE	FD	154.16
		WARRANT TOTAL		154.16
56182	CONCRETE NOR'WEST, INC.	OPERATING SUPPLIES	ST	380.09
		WARRANT TOTAL		380.09
56183	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	30.48
		REPAIR & MAINT - AUTO	PD	28.05
		WARRANT TOTAL		58.53
56184	SKAGIT WEEKLY NEWS GROUP	SUPPLIES	FIN	345.28
		PRINTING/PUBLICATIONS	PD	66.90
		WARRANT TOTAL		412.18
56185	CREIGHTON ENGINEERING INC	PROFESSIONAL SERVICES	INSP	292.50
		WARRANT TOTAL		292.50
56186	CUES	MAINTENANCE OF LINES	SWR	162.27
		MAINTENANCE OF LINES	SWR	29.49-
		WARRANT TOTAL		132.78
56187	DATA BASE	PROFESSIONAL SERVICES	JUD	30.00
		SUPPLIES	FIN	15.00
		OFFICE/OPERATING SUPPLIES	PD	45.00
		WARRANT TOTAL		90.00
56188	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE	PD	351.19
		MACHINERY & EQUIPMENT	PD	118.69
		VEHICLES	PD	1,586.03
		REPAIRS/MAINT-EQUIP	FD	32.37
		WARRANT TOTAL		2,088.28
56189	DETROIT INDUSTRIAL TOOL	OPERATING SUPPLIES	ST	249.99
		WARRANT TOTAL		249.99
56190	DESTINATION WIRELESS	CELL PHONES	PK	16.17
		TELEPHONE	ST	16.17
		WARRANT TOTAL		32.34
56191	DIETRICH & SMITH	PROFESSIONAL SERVICES	PD	125.00
		WARRANT TOTAL		125.00
56192	DISPLAY SALES	ADVERTISING	HOT	1,400.00

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,400.00
56193	DIVERSINT	REPAIR & MAINTENANCE	FIN	43.12
		WARRANT TOTAL		43.12
56194	E & E LUMBER	REPAIR & MAINTENANCE	CS	21.59
		REPAIR & MAINTENANCE	CS	139.33
		OPERATING SUPPLIES	RV	128.40
		OPERATING SUPPLIES	RV	9.88
		OPERATING SUPPLIES	RV	7.95
		OPERATING SUPPLIES	RV	28.92
		REPAIR/MAINT-EQUIP & BLDG	CEM	97.21
		SAFETY EQUIPMENT	ST	387.22
		SAFETY EQUIPMENT	ST	37.77
		OPERATING SUPPLIES	ST	14.33
		OPERATING SUPPLIES	ST	38.74
		MISCELLANEOUS	S-C	71.87
		MISCELLANEOUS	S-C	31.31
		MISCELLANEOUS	S-C	9.70
		MISCELLANEOUS	S-C	29.10
		MISCELLANEOUS	S-C	17.75
		OPERATING SUPPLIES	SWR	34.51
		OPERATING SUPPLIES	SWR	18.84
		OPERATING SUPPLIES	SWR	9.64
		OPERATING SUPPLIES	SWR	27.24
		OPERATING SUPPLIES	SWR	33.40
		REPAIRS/MAINT-BUILDING	SAN	33.22
		REPAIRS/MAINT-BUILDING	SAN	27.20
		OPERATING SUPPLIES	SAN	42.38
		WARRANT TOTAL		1,297.50
56195	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
56196	ENGINEERED PRODUCTS, INC.	PORTABLE EQUIPMENT	SWR	1,918.98
		WARRANT TOTAL		1,918.98
56197	EXPERT SECURITY, LLC	OFFICE/OPERATING SUPPLIES	PD	14.03
		WARRANT TOTAL		14.03
56198	FEI #3023	MAINT OF GENERAL EQUIP	SWR	181.27
		WARRANT TOTAL		181.27
56199	FIDALGO NETWORKING	TELEPHONE	SAN	55.00
		WARRANT TOTAL		55.00
56200	GLENN B. ALLEN JEWELERS	SUPPLIES	LGS	35.98
		SUPPLIES	LGS	6.47
		WARRANT TOTAL		42.45
56201	GREAT AMERICA LEASING CDR	EQUIPMENT LEASES	CS	269.64
		EQUIPMENT LEASES	CS	308.70

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		578.34
56202	GRIZZLY INDUSTRIAL INC.	REPAIR & MAINTENANCE	ENG	1,058.36
		REPAIR & MAINTENANCE	ENG	1,294.02
		WARRANT TOTAL		2,352.38
56203	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	30.00
		WARRANT TOTAL		30.00
56204	HACH COMPANY	OPERATING SUPPLIES	SWR	179.51
		WARRANT TOTAL		179.51
56205	HARRIS	MACHINERY/EQUIPMENT	FIN	5,500.00
		WARRANT TOTAL		5,500.00
56206	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	243.59
		WARRANT TOTAL		243.59
56207	HSCB BUSINESS SOLUTIONS	SMALL TOOLS & MINOR EQUIP	SAN	285.98
		WARRANT TOTAL		285.98
56208	HSBC BUSINESS SOLUTIONS	SUPPLIES	LGS	85.48
		OFFICE SUPPLIES	SAN	277.88
		WARRANT TOTAL		363.36
56209	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	785.00
		WARRANT TOTAL		785.00
56210	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	64.99
		WARRANT TOTAL		64.99
56211	INFORMATION TODAY INC	BOOKS SKAGIT COUNTY	LIB	188.00
		WARRANT TOTAL		188.00
56212	INTERWEST CONSTRUCTION	OTHER IMPROVEMENTS	SWR	6,021.94
		WARRANT TOTAL		6,021.94
56213	KESTI, KEVIN	OPERATING SUPPLIES	RV	161.80
		WARRANT TOTAL		161.80
56214	L N CURTIS & SONS	OPERATING SUPPLIES	FD	95.75
		WARRANT TOTAL		95.75
56215	LAW SEMINARS INTERNATIONAL	MISC-TUITION/REGISTRATION	PLN	297.50
		WARRANT TOTAL		297.50
56216	LOGGERS AND CONTRACTORS	SMALL TOOLS & MINOR EQUIP	FD	15.21
		MAINTENANCE OF LINES	SWR	22.44
		MAINTENANCE OF LINES	SWR	21.04
		MAINTENANCE OF LINES	SWR	26.71
		MAINTENANCE OF LINES	SWR	7.94
		REPAIRS/MAINT-EQUIP	SAN	46.22

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		139.56
56217	LOWELL, DAVID D.	ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		150.00
56218	MARTIN MARIETTA MATERIALS	CONTRACTED OVERLAY	ST	741.73
		WARRANT TOTAL		741.73
56219	MID-AMERICAN	MAINTENANCE OF LINES	SWR	288.59
		MAINTENANCE OF LINES	SWR	288.59
		WARRANT TOTAL		577.18
56220	MOBILE MERCHANDISERS, INC.	MISCELLANEOUS	S-C	504.78
		WARRANT TOTAL		504.78
56221	MOUNT VERNON, CITY OF	OPERATING LEASE-COMPUTER	PD	1,319.73
		WARRANT TOTAL		1,319.73
56222	NORTH CASCADE FORD	REPAIRS/MAINTENANCE	PK	393.29
		WARRANT TOTAL		393.29
56223	NORTHWEST BIOSOLIDS MGMT	MISC-DUES/SUBSCRIPTIONS	SWR	414.00
		WARRANT TOTAL		414.00
56224	NORTHWEST HOT SPRING SPAS	OP SUPPLIES-CHEMICALS	SWR	399.23
		WARRANT TOTAL		399.23
56225	OFFICE DEPOT	SUPPLIES	FIN	203.45
		OFFICE/OPERATING SUPPLIES	PD	100.34
		OFFICE/OPERATING SUPPLIES	PD	39.12
		OPERATING SUPPLIES	FD	29.38
		OFFICE SUPPLIES	FD	69.39
		WARRANT TOTAL		441.68
56226	OFFICE SYSTEMS	REPAIRS & MAINTENANCE	PD	199.68
		OFFICE SUPPLIES	FD	199.67
		WARRANT TOTAL		399.35
56227	OLIVER-HAMMER CLOTHES	CLOTHING	ST	15.63
		CLOTHING	ST	78.35
		CLOTHING	SWR	74.43
		CLOTHING	SWR	32.78
		CLOTHING	SWR	87.13
		CLOTHING	SAN	74.29
		WARRANT TOTAL		362.61
56228	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	24.48
		MISC-LAUNDRY	PK	29.35
		MISC-LAUNDRY	PK	29.35
		MISC-LAUNDRY	PK	29.35
		MISC-LAUNDRY	CEM	15.18
		MISC-LAUNDRY	CEM	14.64

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MISC-LAUNDRY	ST	17.44
		MISC-LAUNDRY	ST	16.90
		MISC-LAUNDRY	ST	16.90
		MISC-LAUNDRY	ST	16.90
		LAUNDRY	SWR	18.96
		LAUNDRY	SWR	18.96
		LAUNDRY	SWR	18.96
		WARRANT TOTAL		267.37
56229	OUTWEST UNLIMITED	MISCELLANEOUS	CEM	150.00
		WARRANT TOTAL		150.00
56230	PARK, BOB	OFFICE/OPERATING SUPPLIES	PD	14.02
		WARRANT TOTAL		14.02
56231	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	88.42
		REPAIR & MAINT - AUTO	PD	88.42
		REPAIRS/MAINT-EQUIP	FD	99.21
		REPAIR/MAINT-EQUIP & BLDG	CEM	708.16
		REPAIR/MAINTENANCE-EQUIP	ST	18.83
		WARRANT TOTAL		1,003.04
56232	PETTY CASH-DEBRA PETERSON	OPERATING SUPPLIES	LIB	4.20
		SUPPLIES	LIB	28.60
		WARRANT TOTAL		32.80
56233	PITTMAN, HAROLD	RETIRED MEDICAL	PD	34.00
		WARRANT TOTAL		34.00
56234	PRINTWISE, INC.	SUPPLIES	JUD	213.64
		WARRANT TOTAL		213.64
56235	PUGET SOUND ENERGY	PUBLIC UTILITIES	FD	4,734.53
		WARRANT TOTAL		4,734.53
56236	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	473.28
		WARRANT TOTAL		473.28
56237	REICHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	160.66
		PROFESSIONAL SERVICES	AST	160.66
		PROFESSIONAL SERVICES	AST	205.00
		ROADWAY - ARTERIAL MAINT	AST	8,640.62
		ENGINEERING - METCALF LINE	PWT	2,455.18
		ENGINEERING-TOWNSHIP LINE	PWT	2,455.18
		ENGINEERING-TOWNSHIP LINE	PWT	2,440.28
		IMPROVEMENT- SR 20	SWR	401.65
		IMPROVEMENT-GARDEN OF EDEN SWR		478.00
		IMPROVEMENT-METCALF LINE	SWR	5,653.47
		WARRANT TOTAL		23,050.70
56238	RINKER MATERIALS	CONTRACTED OVERLAY	ST	1,171.96
		CONTRACTED OVERLAY	ST	6,065.55

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		CONTRACTED OVERLAY	ST	144.76
		CONTRACTED OVERLAY	ST	210.85
		CONTRACTED OVERLAY	ST	133.16
		WARRANT TOTAL		7,726.28
56239	RJS AND ASSOCIATES	NEGOTIATIONS	FIN	1,055.70
		WARRANT TOTAL		1,055.70
56240	RONK BROTHERS, INC.	REPAIR & MAINTENANCE	CS	423.87
		WARRANT TOTAL		423.87
56241	ROMAC INDUSTRIAL PARTS	OPERATING SUPPLIES	ST	834.00
		WARRANT TOTAL		834.00
56242	RODDA PAINT CO.	OPERATING SUPPLIES	RV	14.80
		WARRANT TOTAL		14.80
56243	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	73.30
		OPERATING SUPPLIES	SWR	74.99
		OPERATING SUPPLIES	SWR	63.99
		PORTABLE EQUIPMENT	SWR	3,421.07
		WARRANT TOTAL		3,633.35
56244	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	RV	5.40
		REPAIR/MAINT-EQUIP & BLDG	CEM	30.87
		OPERATING SUPPLIES	ST	120.59
		REPAIR/MAINTENANCE-EQUIP	ST	27.36
		REPAIR/MAINTENANCE-EQUIP	ST	15.53
		REPAIR/MAINTENANCE-EQUIP	ST	28.90
		MISCELLANEOUS	S-C	1,401.62
		MAINTENANCE OF VEHICLES	SWR	5.05
		REPAIRS/MAINT-EQUIP	SAN	135.07
		REPAIRS/MAINT-EQUIP	SAN	7.73
		REPAIRS/MAINT-EQUIP	SAN	10.35
		REPAIRS/MAINT-EQUIP	SAN	12.59
		WARRANT TOTAL		1,801.06
56245	SEDRO-WOOLLEY BENEVOLENT FUND	MEALS/TRAVEL-EXTRADITION	PD	36.81
		WARRANT TOTAL		36.81
56246	SEDRO-WOOLLEY CHAMBER OF	ADVERTISING-CHAMBER/COMERC	HOT	8,500.00
		WARRANT TOTAL		8,500.00
56247	SEDRO-WOOLLEY FAMILY	MISCELLANEOUS	CEM	100.00
		FEES-CDL ENDORCEMENT	ST	100.00
		WARRANT TOTAL		200.00
56248	SEDRO-WOOLLEY LOGGERSDEO	ADVERTISING-LOGGERSDEO	HOT	6,000.00
		WARRANT TOTAL		6,000.00
56249	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		26,130.00
		SCHOOL GMA IMPACT FEES		2,010.00

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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	28,140.00
56250	SEVEN SISTERS, INC.	PLANT EQUIPMENT UPGRADES SWR	379.18
		PLANT EQUIPMENT UPGRADES SWR	1,236.20
		WARRANT TOTAL	1,615.38
56251	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH HLT	205.51
		WARRANT TOTAL	205.51
56252	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB. JUD	2,212.08
		WARRANT TOTAL	2,212.08
56253	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES FIN	1,963.93
		PROFESSIONAL SERVICES FIN	2,447.58
		PROFESSIONAL SERVICES LGL	915.57
		PROFESSIONAL SERVICES LGL	1,392.67
		PROFESSIONAL SERVICES PLN	960.63
		PROFESSIONAL SERVICES PLN	1,444.97
		PROFESSIONAL SERVICES ENG	1,413.98
		PROFESSIONAL SERVICES ENG	2,477.46
		PROFESSIONAL SERVICES PD	1,640.86
		PROFESSIONAL SERVICES PD	3,275.82
		PROFESSIONAL SERVICES FD	1,915.06
		PROFESSIONAL SERVICES FD	2,072.47
		PROFESSIONAL SERVICES INSP	507.27
		PROFESSIONAL SERVICES INSP	696.33
		PROFESSIONAL SERVICES PK	471.04
		PROFESSIONAL SERVICES PK	696.33
		PROFESSIONAL SERVICES SWR	1,360.07
		PROFESSIONAL SERVICES SWR	2,425.29
		PROFESSIONAL SERVICES SAN	683.33
		PROFESSIONAL SERVICES SAN	711.27
		WARRANT TOTAL	29,471.93
56254	SKAGIT CO HEALTH DEPT	PROFESSIONAL SERVICES FIN	170.46
		PROFESSIONAL SERVICES PLN	42.60
		PROFESSIONAL SERVICES ENG	42.60
		PROFESSIONAL SERVICES PD	397.74
		PROFESSIONAL SERVICES FD	142.05
		MISCELLANEOUS CEM	28.40
		PROFESSIONAL SERVICES ST	85.23
		PROFESSIONAL SERVICES LIB	113.64
		PROFESSIONAL SERVICES SWR	170.46
		PROFESSIONAL SERVICES SAN	56.82
		WARRANT TOTAL	1,250.00
56255	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL SAN	36,951.19
		WARRANT TOTAL	36,951.19
56256	SKAGIT CO. PUBLIC WORKS	CONTRACTED OVERLAY ST	1,459.06
		WARRANT TOTAL	1,459.06

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56257	SKAGIT COUNTY SHERIFF	PRISONERS	PD	4,303.44
		PRISONERS	PD	6,355.10
		WARRANT TOTAL		10,658.54
56258	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	74.99
		WARRANT TOTAL		74.99
56259	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES--PROPANE	ST	14.42
		OPERATING SUPPLIES--PROPANE	ST	12.53
		WARRANT TOTAL		26.95
56260	SKAGIT DOMESTIC VIOLENCE	PROFESSIONAL SERVICES	JUD	600.00
		PROFESSIONAL SERVICES	PD	2,236.00
		WARRANT TOTAL		2,836.00
56261	SKAGIT READY MIX, INC.	MAINTENANCE OF LINES	SWR	181.27
		WARRANT TOTAL		181.27
56262	SKAGIT RIVER STEEL	MAINTENANCE OF LINES	SWR	450.08
		WARRANT TOTAL		450.08
56263	SKAGIT VALLEY HERALD	DUES/SUBSCRIPTIONS	PD	117.00
		BOOKS SKAGIT COUNTY	LIB	117.00
		WARRANT TOTAL		234.00
56264	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	26.00
		LEGAL PUBLICATIONS	LGS	20.80
		LEGAL PUBLICATIONS	LGS	20.80
		LEGAL PUBLICATIONS	LGS	132.60
		LEGAL PUBLICATIONS	LGS	18.20
		WARRANT TOTAL		218.40
56265	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP	SAN	64.80
		REPAIRS/MAINT-EQUIP	SAN	256.33
		WARRANT TOTAL		321.13
56266	SPOKANE CO. LIBRARY DIST.	TRAVEL	LIB	117.00
		WARRANT TOTAL		117.00
56267	STEPHENSON, RETA	SUPPLIES	FIN	29.67
		SUPPLIES	FIN	132.16
		WARRANT TOTAL		161.83
56268	THUNDERBIRD LUBRICATIONS	AUTO FUEL/DIESEL	ST	108.06
		AUTO FUEL/DIESEL	ST	118.07
		WARRANT TOTAL		226.13
56269	TRAIL ROAD SHELL	REPAIRS & MAINTENANCE	PD	31.06
		REPAIR/MAINTENANCE-EQUIP	ST	37.17
		REPAIR/MAINTENANCE-EQUIP	ST	30.16
		REPAIR/MAINTENANCE-EQUIP	ST	30.16
		REPAIR/MAINTENANCE-EQUIP	ST	34.47

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR/MAINTENANCE-EQUIP	ST	30.16
		WARRANT TOTAL		193.18
56270	TRUE VALUE	REPAIR & MAINTENANCE	CS	18.85
		SMALL TOOLS & MINOR EQUIP	FD	12.16
		REPAIRS/MAINT-DORM	FD	36.11
		OPERATING SUPPLIES	RV	14.83
		OPERATING SUPPLIES	RV	27.28
		OPERATING SUPPLIES	RV	13.55
		OPERATING SUPPLIES	RV	8.84
		OPERATING SUPPLIES	RV	14.83
		OPERATING SUPPLIES	PK	26.17
		OPERATING SUPPLIES	PK	2.14
		OPERATING SUPPLIES	PK	11.86
		REPAIR/MAINT-EQUIP & BLDG	CEM	11.26
		OPERATING SUPPLIES	ST	34.50
		REPAIRS/MAINTENANCE	ST	2.85
		OPERATING SUPPLIES	ST	14.01
		OPERATING SUPPLIES	LIB	37.73
		OPERATING SUPPLIES	LIB	23.26
		MAINTENANCE OF LINES	SWR	145.14
		MAINTENANCE OF LINES	SWR	7.53
		OPERATING SUPPLIES	SWR	34.50
		OPERATING SUPPLIES	SWR	4.31
		OPERATING SUPPLIES	SWR	4.31
		OPERATING SUPPLIES	SWR	10.77
		OPERATING SUPPLIES	SWR	5.92
		OPERATING SUPPLIES	SWR	21.57
		OPERATING SUPPLIES	SWR	7.86
		OPERATING SUPPLIES	SWR	19.39
		OPERATING SUPPLIES	SWR	7.53
		OPERATING SUPPLIES	SWR	53.74
		OPERATING SUPPLIES	SWR	2.04
		OPERATING SUPPLIES	SWR	12.94
		OPERATING SUPPLIES	SWR	8.55
		OPERATING SUPPLIES	SAN	3.01
		OPERATING SUPPLIES	SAN	12.48
		WARRANT TOTAL		671.82
56271	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
56272	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
56273	PACIFIC AM. COMMERCIAL CO	PLANT EQUIPMENT UPGRADES	SWR	21,174.66
		WARRANT TOTAL		21,174.66
56274	UNITED LABORATORIES	MAINT OF GENERAL EQUIP	SWR	222.11
		WARRANT TOTAL		222.11
56275	UNIVAR USA INC	MAINT - SOLIDS HANDLING	SWR	575.29

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OP SUPPLIES-CHEMICALS	SWR	1,588.48
		WARRANT TOTAL		2,163.77
56276	UNIVERSAL FIELD SVC INC	ENGINEERING - SR20 LINE	PWT	2,305.97
		WARRANT TOTAL		2,305.97
56277	USA BLUE BOOK	OPERATING SUPPLIES	SWR	416.45
		PORTABLE EQUIPMENT	SWR	93.22
		WARRANT TOTAL		509.67
56278	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	39.10
		WARRANT TOTAL		39.10
56279	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	18.33
		OPERATING SUPPLIES	RV	7.54
		MAINTENANCE OF VEHICLES	SWR	53.16
		MAINTENANCE OF VEHICLES	SWR	72.21
		MAINTENANCE OF VEHICLES	SWR	8.52-
		MAINTENANCE OF VEHICLES	SWR	340.85
		MAINTENANCE OF VEHICLES	SWR	14.57
		MAINTENANCE OF VEHICLES	SWR	80.04
		OPERATING SUPPLIES	SWR	4.31
		PORTABLE EQUIPMENT	SWR	294.94
		SMALL TOOLS & MINOR EQUIP	SAN	97.10
		SMALL TOOLS & MINOR EQUIP	SAN	18.93
		SMALL TOOLS & MINOR EQUIP	SAN	24.12
		WARRANT TOTAL		1,017.58
56280	VALVE & FILTER CORP.	MAINT OF GENERAL EQUIP	SWR	327.56
		WARRANT TOTAL		327.56
56281	VIKING OFFICE PRODUCTS	MACHINERY & EQUIPMENT	PD	42.05
		SUPPLIES	LIB	327.36
		WARRANT TOTAL		369.41
56282	VISTEN, LESLIE	RETIRED MEDICAL	PD	83.00
		WARRANT TOTAL		83.00
56283	WAKEMAN, SCOTT	PROF SERVICES-HANDY MAN	CS	412.50
		WARRANT TOTAL		412.50
56284	WASHINGTON LAND	ROADWAY - ARTERIAL MAINT	AST	9,100.00
		RECYCLING FEE - YARD WASTE	SAN	4,900.00
		WARRANT TOTAL		14,000.00
56285	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	432.74
		WARRANT TOTAL		432.74
56286	WA ST DEPT OF NATURAL RES	MISC-PERMITS & LICENSES	PK	14.00
		WARRANT TOTAL		14.00
56287	WA STATE DEPT OF REVENUE	TAXES AND ASSESSMENTS	PK	16.88

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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		TAXES AND ASSESSMENTS	CEM 344.52
		TAXES AND ASSESSMENTS	LIB 4.71
		BOOKS SKAGIT COUNTY	LIB 2.37
		MAINT OF GENERAL EQUIP	SWR 114.47
		TAXES AND ASSESSMENTS	SWR 3,517.06
		TAXES & ASSESSMENTS	SAN 4,510.06
		WARRANT TOTAL	8,510.07
56288	WA STATE DEPT OF REVENUE	RENTS, LEASES, CONCESSIONS	107.85
		WARRANT TOTAL	107.85
56289	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	4,125.75
		WARRANT TOTAL	4,125.75
56290	WASHINGTON GUTTER SERVICE	REPAIR/MAINTENANCE-EQUIP	ST 449.51
		WARRANT TOTAL	449.51
56291	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD 5.37
		POSTAGE	FD 5.63
		SAFETY EQUIPMENT	CEM 7.50
		REPAIR/MAINT-EQUIP & BLDG	CEM 93.82
		WARRANT TOTAL	112.32
		RUN TOTAL	293,327.88

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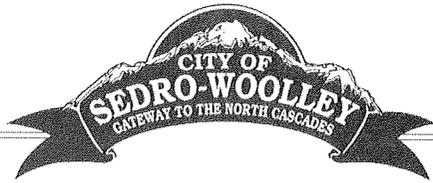
FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	73,292.86
101	PARK FUND	2,846.28
102	CEMETERY FUND	1,726.59
103	STREET FUND	17,361.86
104	ARTERIAL STREET FUND	18,106.28
105	LIBRARY FUND	1,028.86
108	STADIUM FUND	15,900.00
230	1996 G/O BOND REDEMPTION FUND	303.50
302	RES FOR CURR EXP CAP OUT FUND	5,984.94
331	SEWER TREATMENT CONST FUND	2,066.13
332	PWTF SEWER CONSTRUCTION FUND	12,684.07
401	SEWER FUND	62,767.53
412	SOLID WASTE FUND	51,118.98
621	SUSPENSE FUND	28,140.00
TOTAL		293,327.88

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DEPARTMENT	AMOUNT
001 000 000	4,233.60
001 000 011	346.33
001 000 012	3,470.69
001 000 013	110.00
001 000 014	11,881.39
001 000 015	2,383.23
001 000 018	1,838.42
001 000 019	3,083.72
001 000 020	6,447.08
001 000 021	26,767.55
001 000 022	10,216.29
001 000 024	2,309.05
001 000 062	205.51
FUND CURRENT EXPENSE FUND	73,292.86
101 000 076	2,846.28
FUND PARK FUND	2,846.28
102 000 036	1,726.59
FUND CEMETERY FUND	1,726.59
103 000 042	17,361.86
FUND STREET FUND	17,361.86
104 000 042	18,106.28
FUND ARTERIAL STREET FUND	18,106.28
105 000 072	1,028.86
FUND LIBRARY FUND	1,028.86
108 000 019	15,900.00
FUND STADIUM FUND	15,900.00
230 000 082	303.50
FUND 1996 6/0 BOND REDEMPTION FUND	303.50
302 000 000	5,984.94
FUND RES FOR CURR EXP CAP OUT FUND	5,984.94
331 000 082	2,066.13
FUND SEWER TREATMENT CONST FUND	2,066.13
332 000 082	12,684.07
FUND PWTF SEWER CONSTRUCTION FUND	12,684.07
401 000 035	62,767.53
FUND SEWER FUND	62,767.53
412 000 037	51,118.98
FUND SOLID WASTE FUND	51,118.98
621 000 000	28,140.00

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VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE
	FUND SUSPENSE FUND		28,140.00	
	TOTAL		293,327.88	



CITY OF SEDRO-WOOLLEY

Public Works and Engineering Department
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

December 14, 2005

**CITY COUNCIL AGENDA
REGULAR MEETING**

TO: Mayor Dillon and City Council

JAN 11 2006

FROM: STAFF

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

SUBJECT: Supplement Agreements No. 3 and No. 4 for David Evans and Associates

Situation:

Staff is requesting City Council approval for the Mayor to sign Supplement Agreements No. 3 and No. 4 between the City of Sedro-Woolley and David Evans and Associates (DEA) for additional engineering services totaling \$86,813.33, raising the total contract amount by about \$70,000. There is roughly \$20,000 unspent in the previous contract total. This amount covers all work previously done and will complete a package to get the F&S Grade / SR-20 intersection and access into the Skagit Industrial Site ready for construction.

Background:

This project has been a long time in progress, and we need to get the approx \$700,000 remaining in the grants spent ASAP. Unfortunately, due to circumstances between funding, the WSDOT, and the adjacent landowner, it is impossible to complete the entire project at this time.

SR-20 Munro Vic. To BNSF Undercrossing:

This is to design the project in 2 phases. "Phases I and II" will be designed to coordinate major features of the project into a current and future construction phased project.

"Current" (Phase I) will construct all stormwater facilities, improve the intersection with F&S Grade road and prepare it for a signal installation, widen SR-20 from Munro Street Vicinity through the intersection, and widen SR-20 between the end of the new curve and the undercrossing the BNSF Railroad Trestle where Sapp Road was recently closed.

"Future" (Phase II) will construct the signal installation and improve the curve at 'Bendix Corner' with an increased radius curve and 35 mph design speed.

Recommended Action:

Motion to authorize the Mayor to sign and execute Supplemental Agreements No. 3 and No. 4 with DEA, in the amount not to exceed \$86,813.33.

RJB:rjb

Exhibit B-1(A)
SCOPE OF WORK

SKAGIT MANUFACTURING ACCESS AND SIGNALIZATION FEASIBILITY
Amendment #3
Phase 1 PS&E

INTRODUCTION

This project involves the survey, environmental, and engineering work necessary for preparation of the Plans, Specifications, and Estimate (PS&E) for signalization of the SR 20/F&S Grade Road intersection. The initial project limits include SR 20 for a distance of 600 feet north, south, and northwest of the intersection and for a distance of 150 feet southeast of the intersection. Additional improvement areas may include Munro Street between SR 20 and F&S Grade Road and Moore Street between SR 20 and F&S Grade Road.

The City has requested DEA to modify the design so that the project can be construction in two phases, which will require two separate PS&E packages.

Phase 1 PS&E package will improve the SR 20/F&S Grade Road Intersection, Moore Street, and build the detention pond to its ultimate configuration.

Phase 2 PS&E package will build a signal at F&S grade road and widen SR 20 with a flatter horizontal curve around Bendix Corner, and provide for a right-in right-out entry on the North side of the Skagit Manufacturing parcel.

The PS&E packages will be updated to the 2006 WSDOT specifications.

This scope of work is for Phase 1. A separate scope of work is developed for Phase 2.

PHASE 1-SR 20/F&S GRADE ROAD AND MOORE STREET PS&E

Work Item 1 – Project Management

Direction of CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing the monthly progress reports, invoicing, attending CONSULTANT staff meetings, scheduling staff, and planning work items for the following month. Additional project management time is required due to the extra work requested by the City

Deliverables:

Monthly invoices and progress reports.

Work Item 2 – Quality Control/Quality Assurance Review

This task is for QC/QA review of CONSULTANT deliverables by a designated QC/QA staff of the CONSULTANT team. The review shall cover documents, reports, plans, specifications and cost estimates and pertinent information on an ongoing basis. The QC/QA program entails the periodic review of study criteria, design, assumptions, concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

Work Item 3 – Channelization Plans for Approval:

The CONSULTANT shall revise the channelization plans to reflect the decreased roadway widening and submit the channelization plan to WSDOT for review. Once comments are received from WSDOT the CONSULTANT shall address the comments and submit one final channelization plan to WSDOT.

This scope of work provides for the development and submittal of one deviation to WSDOT.

Work Item 4 - Storm Drainage/Water Quality

The CONSULTANT shall modify the drainage design due to the revised project limits (reduction in paving).

The detention/water quality pond (Pond) shall be designed to its ultimate capacity. The Pond configuration will be changed due to the relocation of the Moore Street intersection with F&S Grade Road. This will result in more pond area to the east of Moore Street adjacent to F&S Grade Road. It is assumed that no additional capacity will be required for the Pond due to the relocated design.

The stormwater analysis and report will be modified to reflect the reduction in paving and drainage conveyance.

Work Item 5 - Environmental Documentation

The consultant shall update the environmental documentation to reflect the project changes. It is assumed that this will only require minor text changes and no further studies will be required.

Work Item 6 - Plans, Specifications, and Estimate (PS&E)

PS&E:

Phase 1 of the project will include channelization improvements at the intersection of F&S Grade Road as developed previously except with the following modifications:

- The east leg of the intersection will be truncated at the R/W line and will not be opened until a future phase
- Curb gutter and sidewalk will be installed in accordance with the previous plans
- The north leg of the intersection will be improved so that the future three lane section can be constructed without modifying the intersection. The intersection will be built to its ultimate configuration to the radius returns on the north side then tapered back to match existing roadway.
- Moore Street will be overlaid and realigned at the intersection of F&S Grade Road to facilitate operations on this street. The detention pond will be relocated and reconfigured to facilitate the realignment of Moore Street
- The traffic signal will not be constructed at F&S Grade Road. However conduit for the future signal and illumination system will be installed at the intersection.

The 90% plan will be revised and submitted to the City for review including the following:

- Title Sheet
- Typical Roadway Sections
- Plan/Profile plans
- Drainage plans
- Final Stormwater Analysis report revisions
- Striping Plans/Signing
- Illumination plans
- Erosion Control Plans
- Details
- Special Provisions
- Cost Estimate
- Bid Item List

After the CITY reviews the 90% plans, the CONSULTANT shall prepare the final plans, bid items, quantities and construction cost estimate for two sets (1 full size and 1 half-size) of signed and reproducible construction contract documents. The engineer's estimate of the proposed project will include the estimated quantity and estimated unit price for each proposed work item.

The CITY will arrange for reproduction and distribution of the contract documents and any required amendments to plan centers and prospective bidders.

Utility Relocation and Coordination:

The CONSULTANT shall coordinate with utility companies for potential utility relocation with roadway and related construction. Utility companies will be asked to commit to a time schedule for relocation and/or new facility installation to avoid conflicts with the project contractor's schedule.

Deliverables:

- Draft submittals of full-sized plans (two sets for each review) for the 90% design completions
- Final contract reproducible documents, two sets (1 full-size and 1 half-size), sealed by a registered Professional Engineer in the State of Washington. All plan drawings will also be provided in electronic form in a DWG format compatible with AutoCAD Release 2000i. All contract text and specifications will also be provided in electronic form in MS Word files.

Work Item 7 - Signalization and Illumination Plans

The CONSULTANT shall delete the signal work from the current drawings and install an illumination system for the revised intersection. The conduit and junction boxes for the signal system will be kept in the design.

Schedule

The contract date shall be extended and all work shall be completed by December 31, 2006.

The channelization plans shall be resubmitted to within five weeks after receiving notice to proceed.

The 90 percent PS&E shall be submitted to the City seven weeks after receiving notice to proceed. The final contract documents shall be submitted to the City four weeks after DEA receives final review comments.

**SKAGIT MANUFACTURING ACCESS AND SIGNALIZATION FEASIBILITY
Amendment #3 - Phase 1 PS
HOURS ESTIMATE**

Skagit Manufacturing Access and Signalization Feasibility Intersection only-No Signal Separate PS&E package		PIC	PM	Sr. Engr.	Sr. Des. Engr.	Design Engr.	Sr. CADD Tech	CADD Tech	Traffic Engr.	Admin. Clerk	PLS	Survey Tech	2-Man Crew	Sr. Enviro Spec.	Enviro Spec.	
Item 1:	Project Administration															
	Monthly Progress Reports		8							4						448.00
	Agency Meetings/Project Coordination		4		4	4				4					8	4
Item #2	QA/QC			32												
	Hours:	0	12	32	4	4	0	0	0	8	0	0	0	0	8	4
	Direct Labor \$:	0	540	1,280	152	100	0	0	0	176	0	0	0	304	112	2,664.00
	Reduce PS&E To Intersection Only															
Item 3	Deviation Request		2		8			4		2						
Item 3	Revise Channelization Plan		4			16		12								
Item 6	Revise Paving plan		1			12		8								
Item 6	Revise Moore Street Alignment		1			10		8								
Item 6	Revise pond Design		1		2	10		8								
Item 6	Revise Striping and Signing		1		1	10		6	4							
Item 7	Revise Signal and Lighting		1					4	8							
Item 6	Revise details		1		2	8										
Item 6	Revising Drainage Design		2		16			12								
	Hours:	0	14	0	29	66	0	62	12	2	0	0	0	0	0	185.00
	Direct Labor \$:	0	630	0	1,102	1,650	0	1,612.00	384	44	0	0	0	0	0	5,422.00
Item 4	Stormwater Analysis															
	Revise Stormwater Analysis		1		8					1						371.00
	Revise Stormwater Analysis Report		2		6	4		8		2						670.00
	Hours:	0	3	0	14	4	0	8	0	3	0	0	0	0	0	32.00
	Direct Labor \$:	0	135	0	532	100	0	208.00	0	66	0	0	0	0	0	1,041.00
Item 5:	Environmental Documentation (TASK AMENDED)															
	Supplement Biological Assessment		2													394.00
	Revise SEPA Checklist		1											4	0	197.00
	Revise Permit Applications		1					0	0	0				8	0	348.00
	Hours:	0	4	0	0	0	0	0	0	0	0	0	0	20	0	24.00
	Direct Labor \$:	0	180	0	0	0	0	0	0	0	0	0	0	760	0	940.00
Item 6:	Plans, Specifications, and Estimate (TASK AMENDED)															
	Update Bid Items		1		4	8										
	Update Specs to 2006 book		4		24											
	Final PS&E (After Review)		16		16	32	0	32	12	6				8		3,780.00
	Hours:	0	21	0	44	40	0	32	12	14	0	0	0	8	0	171.00
	Direct Labor \$:	0	945	0	1,672	1,000	0	832.00	384	308	0	0	0	304	0	5,445.00
Direct Labor Totals:																
	Hours	0	54	32	91	114	0	102	24	27	0	0	0	36	4	484.00
	Dollars	0	2,430	1,280	3,458	2,850	0	2,652.00	768	594	0	0	0.00	1,368	112	15,512.00
															Direct Salary Cost:	\$15,512.00
															Total Direct Labor	\$15,512.00
															Direct Labor Rate:	100.00%
															Audited Overhead Rate:	173.92%
															Profit:	33.00%
															Composite Multiplier:	3.0692
															Total Labor Fee:	\$47,609.43
															SubConsultant:	
															Geotech Engineer	\$0.00
															Expenses:	
															Deliveries, Mail	\$100.00
															Travel - Personal Miles	\$100.00
															Speed Study	\$0.00
															Research Information	\$0.00
															TOTAL:	\$47,809.43

Exhibit B-1(B)
SCOPE OF WORK

SKAGIT MANUFACTURING ACCESS AND SIGNALIZATION FEASIBILITY
Amendment #4
Phase 2 PS&E

INTRODUCTION

This project involves the survey, environmental, and engineering work necessary for preparation of the Plans, Specifications, and Estimate (PS&E) for signalization of the SR 20/F&S Grade Road intersection. The initial project limits include SR 20 for a distance of 600 feet north, south, and northwest of the intersection and for a distance of 150 feet southeast of the intersection. Additional improvement areas may include Munro Street between SR 20 and F&S Grade Road and Moore Street between SR 20 and F&S Grade Road.

The City has requested DEA to modify the design so that the project can be constructed in two phases, which will require two separate PS&E packages.

The first PS&E package will improve the SR 20/F&S Grade Road Intersection, Moore Street, and build the detention pond to its ultimate configuration.

The second PS&E package will build a signal at F&S grade road and widen SR 20 with a flatter horizontal curve around Bendix Corner, and provide for a right-in right-out entry on the north side of the Skagit Manufacturing parcel.

The PS&E packages will be updated to the 2006 WSDOT Standard Specifications.

This scope of work is for phase 2 of the project.

PHASE 2-SR 20-F&S GRADE ROAD TO BNSF UNDERCROSSING

WORK ITEM 1 – PROJECT MANAGEMENT

Direction of CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing the monthly progress reports, invoicing, attending CONSULTANT staff meetings, scheduling staff, and planning work items for the following month. More project management time is required due to the extra work requested by the City

Deliverables:

Monthly invoices and progress reports.

Work Item 2- – Quality Control/Quality Assurance Review

This task is for QC/QA review of CONSULTANT deliverables by a designated QC/QA staff of the CONSULTANT team. The review shall cover documents, reports, plans, specifications and cost estimates and pertinent information on an ongoing basis. The QC/QA program entails the periodic review of study criteria, design, assumptions, concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

Work Item 3 – Channelization Plans for Approval:

The CONSULTANT shall revise the channelization plans to modified access locations and new location of right-in right-out entrance at the north end of Skagit Manufacturing property. The CONSULTANT shall submit the channelization plan to WSDOT for review. Once comments are received from WSDOT the CONSULTANT shall address the coments and submit one final channelization plan to WSDOT for approval.

Work Item 4 - Storm Drainage/Water Quality

The CONSULTANT shall modify the drainage design to accommodate the access location and revised right-in right-out driveway for the Skagit Manufacturing north entrance.

Work Item 5 - Environmental Documentation

Work for updating environmental documentation is outlined in Phase 1 (Amendment #3) scope of work.

Work Item 6 - Plans, Specifications, and Estimate (PS&E)

PS&E:

Phase 2 of the project will include a signal improvements at the intersection of F&S Grade Road and the full widening of the project as specified in the original agreement with following modifications:

- The plans will include the modifications specified in phase 1 of the project.
- Curb gutter and sidewalk will be installed in accordance with the previous plans
- Access revisions on the north side of SR 20.
- The right-in right-out north access to Skagit Manufacturing will be relocated as directed by the City.

The 90% plan will be revised and submitted to the City for review including the following:

- Cover Sheet
- Typical Roadway Sections
- Plan/Profile plans
- Drainage plans
- Striping/Signing Plans
- Signal and Illumination plans
- Erosion Control Plans
- Details
- Special Provisions
- Cost Estimate
- List of Bid Items

After the CITY reviews the 90% plans, the CONSULTANT shall prepare the final plans, bid items, quantities and construction cost estimate for two sets (1 full size and 1 half-size) of signed and

reproducible construction contract documents. The engineer's estimate of the proposed project will include the estimated quantity and estimated unit price for each proposed work item.

The CITY will arrange for reproduction and distribution of the contract documents and any required amendments to plan centers and prospective bidders.

Utility Relocation and Coordination:

The CONSULTANT shall coordinate with utility companies for potential utility relocation with roadway and related construction. Utility companies will be asked to commit to a time schedule for relocation and/or new facility installation to avoid conflicts with the project contractor's schedule.

Deliverables:

- Draft submittals of full-sized plans (two sets for each review) for the 90% design completions
- Final contract reproducible documents, two sets (1 full-size and 1 half-size), sealed by a registered Professional Engineer in the State of Washington. All plan drawings will also be provided in electronic form in a DWG format compatible with AutoCAD Release 2000i. All contract text and specifications will also be provided in electronic form in MS Word files.

Work Item 7 - Signalization and Illumination Plans

The CONSULTANT shall include the the signal work from the current drawings, except that the traffic signal will be updated to current WSDOT design standards. The illumination system previously designed will be modified to fit with the new traffic signal design.

Schedule

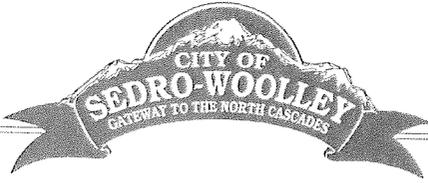
The Contract date shall be extended and all work shall be completed by December 31, 2006.

The channelization Plans shall be resubmitted to WSDOT five weeks after receiving notice to proceed.

The 90 percent PS&E shall be submitted to the City seven weeks after receiving notice to proceed. The Final PS&E AD-ready documents shall be submitted to the City four weeks after DEA receives final review comments.

SKAGIT MANUFACTURING ACCESS AND SIGNALIZATION FEASIBILITY
Amendment 4
PHASE II: PS
HOURS ESTIMATE

Skagit Manufacturing Access and Signalization Feasibility																	
Bendix Corner-With Signal																	
Separate PS&E package		PIC	PM	Sr. Engr.	Sr. Des. Engr.	Design Engr.	Sr. CADD Tech	CADD Tech	Traffic Engr.	Admin. Clerk	PLS	Survey Tech	2-Man Crew	Sr. Enviro Spec.	Enviro Spec.		
A00	Item 1: Project Administration																
	Monthly Progress Reports		8							6							492.00
A40	Agency Meetings/Project Coordination		4		4	4				4					8	4	936.00
	Hours:	0	12	0	4	4	0	0	0	10	0	0	0	0	8	4	42.00
	Direct Labor \$:	0	540	0	152	100	0	0	0	220	0	0	0	0	304	112	1,428.00
	PS&E For Phase 2																
	Item 3: Revise Channelization Plan		4			16		12	2								
	Item 6: Utility Coordination		4			6											
	Item 6: TESC Plan		2			8											
	Item 6: Revise Paving plan		1			10		4									
	Item 4, 6: Revise pond Design		1		2	8		4									
	Item 6: Revise Striping and Signing		1		1	12		8	8								
	Item 7: Revise Signal and Lighting		4					16	20								
	Item 6: Revise details		1		2	8		8									
	Item 6: Revise Access Design		2		1	8		8									
	Item 4, 6: Revising Drainage Design		2		8	8		8									
	Hours:	0	22	0	14	84	0	68	30	0	0	0	0	0	0	0	218.00
	Direct Labor \$:	0	990	0	532	2,100	0	1,768.00	960	0	0	0	0	0	0	0	6,350.00
	Item 6: Plans, Specifications, and Estimate (TASK AMENDED)																
	Update Bid Items		1		4	4											
	Update Specs to 2006 book		4		16												
T80	Final PS&E (After Review)		16		16	32	0	32	12	6					8		3,780.00
	Hours:	0	21	0	36	36	0	32	12	6	0	0	0	0	8	0	151.00
	Direct Labor \$:	0	945	0	1,368	900	0	832.00	384	132	0	0	0	0	304	0	4,865.00
	Direct Labor Totals:																
	Hours	0	55	0	54	124	0	100	42	16	0	0	0	0	16	4	411.00
	Dollars	0	2,475	0	2,052	3,100	0	2,600.00	1,344	352	0	0	0.00	0	608	112	12,643.00
	Direct Salary Cost:																\$12,643.00
	Total Direct Labor																\$12,643.00
	Direct Labor Rate:																100.00%
	Audited Overhead Rate:																173.92%
	Profit:																33.00%
	Composite Multiplier:																3.0692
	Total Labor Fee:																\$38,803.90
	SubConsultant:																
	Geotech Engineer																\$0.00
	Expenses:																
	Deliveries, Mail																\$100.00
	Travel - Personal Miles																\$100.00
	Speed Study																\$0.00
	Research Information																\$0.00
	TOTAL:																\$39,003.90



CITY OF SEDRO-WOOLLEY

Public Works and Engineering Department
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

December 14, 2005

TO: Mayor Dillon and City Council

FROM: STAFF

SUBJECT: Supplement Agreement No. 7 for CH2M Hill

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 11 2006

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

Situation:

Staff is requesting City Council approval for the Mayor to sign Supplement Agreement No. 7 between the City of Sedro-Woolley and CH2M Hill for additional engineering services, raising the total contract by \$242,283.97 to an amount not to exceed \$781,354.97. This amount covers all the the SR-20 feasibility study, the Garden of Eden feasibility study, the Garden of Eden area sewer design (Jones Pump station), the Mountain View Pump Station improvements, and all of the SR-20 sewer design, including the 3 pump stations.

Background:

The City of Sedro-Woolley has identified various sewer projects that are to be completed in 2006. This supplement with CH2M Hill will allow for the plans and specifications for one of those projects to be prepared, as well as providing United General Hospital with a design for a City-owned pump station (Pump Station "C" from the SR-20 Sewer Feasibility Study) which they will install, and the City can count as credit towards our match on the PWTF loan.

SR-20 Sewer Improvements.

This is to design "Phases 2b and 3" of the SR-20 sewer improvement plan, and includes a pump station to be placed approximately 800-feet south of Holtcamp Road (at the Life Care Center) and a pump station located near the new Hospital "Pavilion" Medical Office Building. City Council approved the SR-20 Feasibility Study which identifies this work some time ago.

Recommended Action:

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 7 with CH2M Hill, raising the total contract to an amount not to exceed \$781,354.97.

RJB:rjb



CH2MHILL

CH2M HILL

1100 112th Avenue NE

Suite 400

Bellevue, WA 98004-4504

P.O. Box 91500

Bellevue, WA 98009-2050

Tel 425.453.5000

December 12, 2005

161052

Rick Blair, P.E.
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

Subject:

SR 20 Sanitary Sewer Improvements and Mountain View Estates Pump Station
Improvements - Supplemental Agreement No. 7

Dear Rick:

Enclosed are three signed copies of Supplemental Agreement No. 7 that covers:

- Adjustment of budgets to correspond to the amounts invoiced for the following tasks that have been completed:
 - Task WSSPS-1: Final Design and PS&E for West State Pump Station Influent Sewer and Force Main Improvements, and Task WSSPS-2: Railroad Permits for West State Pump Station Influent Sewer and Force Main Improvements
 - Task SR20-4: Final Design and PS&E for Phase 1 SR 20 Sewer Improvements
 - Task WSSPS-3: Bidding and Award Phase and Construction Phase Services for West State Pump Station Influent Sewer and Force Main Improvements
 - Task SR20-5: Bidding and Award Phase and Construction Phase Services for Rhodes Road Pump Station and Force Main
 - Task SR20-6: Bidding and Award Phase and Construction Phase Services for Phase 1 SR 20 Gravity Sewer Improvements
 - Task SR20-4A3: Biological Evaluation For Phase 2 SR 20 Gravity Sewer Improvements
 - Task GE-2: Final Design and PS&E For Initial Construction of Garden of Eden Road Area Sewage Facilities, and Task GE-3, Geotechnical Investigation For Initial Construction of Garden of Eden Road Area Sewage Facilities
 - Task GE-4: Environmental Review and Permitting For Initial Construction of Garden of Eden Road Area Sewage Facilities
 - Task GE-5: Biological Evaluation For Initial Construction of Garden of Eden Road Area Sewage Facilities
 - Task GE-6: Bidding and Award Phase and Construction Phase Services For Initial Construction of Garden of Eden Road Area Sewage Facilities
- Completion of Task SR20-4A1: Final Design and PS&E For Phase 2 SR 20 Gravity Sewer Improvements.

Rick Blair, P.E.

Page 2

December 12, 2005

SR 20 Sanitary Sewer Improvements and Mountain View Estates Pump Station
Improvements - Supplemental Agreement No. 7

- Completion of Task SR20-4A2: Environmental Review and Permitting For Phase 2 SR 20 Gravity Sewer Improvements.
- Completion of Task SR20-7: Bidding and Award Phase and Construction Phase Services For Phase 2 SR 20 Gravity Sewer Improvements.
- Task SR20-4B1: Final Design and PS&E For Phase 3 SR 20 Gravity Sewer Improvements.
- Task SR20-4B2: Environmental Review and Permitting For Phase 3 SR 20 Gravity Sewer Improvements.
- Task SR20-8: Bidding and Award Phase and Construction Phase Services For Phase 3 SR 20 Gravity Sewer Improvements.

Please return one fully executed copy of the supplemental agreement.

Sincerely,

CH2M HILL



Marion H. (Bud) VanDerAa, P.E.
Project Manager

Enclosures

SUPPLEMENTAL AGREEMENT No. 7

Project No. NA
Agency City of Sedro-Woolley, Washington
Name of Project SR 20 Sanitary Sewer Improvements and Mountain View Estates Pump Station Improvements
Agreement No. NA

Gentlemen:

The Local Agency of the City of Sedro-Woolley, Washington ("AGENCY") desires to supplement the agreement entered into with CH2M HILL, INC. ("CONSULTANT") and executed on September 14, 2000.

All revisions to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed as follows:

Task SR20-4: Final Design And PS&E

CONSULTANT was authorized by Supplemental Agreement No. 2 to proceed with final design and preparation of plans, specifications, and contract documents for the new gravity sewer between Existing MH 5 and the Connection to Existing Trail Road Sewer Manhole as generally shown on Figure 2 of the *SR 20 Sanitary Sewer Improvements Feasibility Study Report*, dated, May 9, 2001 (designated in Supplemental Agreement No. 2 as Phase 1 SR20 Gravity Sewer Improvements). The Phase 1 SR 20 Gravity Sewer Improvements construction contract was to include the West State Street Pump Station Influent Sewer and Force Main Improvements (Task WSSPS-1). Changes to Phase 1 SR 20 Gravity Sewer Improvements included:

- The horizontal alignment at Trail Road was changed. This change is addressed in Supplemental Agreement No. 5.
- The West State Street Pump Station Force Main Improvements (Task WSSPS-1) were included in a separate construction contract.
- A sewer in Raby Lane was added.
- Phase 2 SR 20 Gravity Sewer Improvements (Task SR 20-4A1) were combined with Phase 1 SR 20 Gravity Sewer Improvements in a single construction contract.
- Phase 2 SR 20 Gravity Sewer Improvements (Task SR 20-4A1) and Phase 1 SR 20 Gravity Sewer Improvements were redivided into separate construction contracts except that gravity sewers between Brickyard Creek and Pump Station A (aka Rhodes Road Pump and Hodgkin Road Pump Station) that were originally to be part of Phase 2 SR 20 Gravity Sewer Improvements (Task SR 20-4A1) were included in the Phase 1 SR 20 Gravity Sewer Improvements construction contract.

Task WSSPS-1: Final Design And PS&E

CONSULTANT was authorized by Supplemental Agreement No. 2 to proceed with final design and preparation of plans, specifications, and contract documents, for the West State Street Pump Station Influent Sewer and Force Main Improvements. Both improvements were to be included in a single construction contract with the Phase 1 SR 20 Gravity Sewer Improvements. However, separate drawings, specifications, and contract documents were prepared for the force main improvements.

Task WSSPS-3: Bidding and Award Phase and Construction Phase Services for West State Street Pump Station Influent Sewer and Force Main Improvements

CONSULTANT was authorized by Supplemental Agreement No. 4 to proceed with Bidding and Award Phase and Construction Phase Services for the West State Street Pump Station Influent Sewer and Force Main Improvements. Both improvements were to be included in a single construction contract with the Phase 1 SR 20 Gravity Sewer Improvements. However, the force main improvements were constructed under a separate construction contract.

Task SR20-6: Bidding and Award Phase and Construction Phase Services for Phase 1 SR 20 Gravity Sewer Improvements

CONSULTANT was authorized by Supplemental Agreement No. 4 to proceed with Bidding and Award Phase and Construction Phase Services for Phase 1 SR 20 Gravity Sewer Improvements. See Task SR20-4: Final Design and PS&E above for changes to Phase 1 SR 20 Gravity Sewer Improvements.

Task SR20-4A1: Final Design And PS&E For Phase 2 SR 20 Gravity Sewer Improvements

CONSULTANT was authorized by Supplemental Agreement No. 5 to proceed with final design and preparation of plans, specifications, and contract documents for Phase 2 SR 20 Gravity Sewer Improvements. Gravity sewers between MH B3W at Holtcamp Road and the new Pump Station B (aka Holtcamp Pump Station) as generally shown on Figure 2 of the *SR 20 Sanitary Sewer Improvements Feasibility Study Report*, dated, May 9, 2001, were subsequently added to Phase 2. The gravity sewers between Holtcamp Road and the new Pump Station B are as generally shown on Figure 2 of the *SR 20 Sanitary Sewer Improvements Feasibility Study Report*, dated, May 9, 2001. Phase 2 SR 20 Gravity Sewer Improvements were combined with Phase 1 SR 20 Gravity Sewer Improvements (Task SR 20-4) in a single construction contract but were later redivided into separate construction contracts except that gravity sewers between Brickyard Creek and Pump Station A (aka Rhodes Road Pump and Hodgkin Road Pump Station) that were originally to be part of Phase 2 SR 20 Gravity Sewer Improvements were included in the Phase 1 SR 20 Gravity Sewer Improvements construction contract. Preparation of plans, specifications, and contract documents for the remainder of the Phase 2 was suspended in 2004 to allow the AGENCY time to negotiate required easements. AGENCY now authorizes completion of design and preparation of plans, specifications, and contract documents for Phase 2 SR 20 Gravity Sewer Improvements as it is currently defined. The budget shown in Exhibit D attached to this Supplemental Agreement No. 7 is for completing the unfinished work under this task.

Task SR20-4A2: Environmental Review and Permitting For Phase 2 SR 20 Gravity Sewer Improvements

A draft SEPA checklist and a draft JARPA application were prepared and submitted to the City of Sedro-Woolley. The disposition of those documents and subsequent actions, if any, is uncertain and AGENCY has decided to resume the SEPA and permit processes beginning with the draft checklist and JARPA application. CONSULTANT will review the draft documents, update them as needed for changes that may have occurred subsequent to preparation of the original drafts, and submit the revised drafts to the City of Sedro-Woolley. The remainder of the work for this task for the SEPA and permit processes will follow the original scope. The budget shown in Exhibit D attached to this Supplemental Agreement No. 7 is for completing the unfinished work under this task.

Task SR20-4A3: Biological Evaluation For Phase 2 SR 20 Gravity Sewer Improvements

A Biological Evaluation is not needed because of the U. S. Army Corps of Engineers (COE) determined that a permit from that agency was not needed.

Task SR20-7: Bidding and Award Phase and Construction Phase Services for Phase 2 SR 20 Gravity Sewer Improvements

CONSULTANT was authorized by Supplemental Agreement No. 5 to proceed with Bidding and Award Phase and Construction Phase Services for Phase 2 SR20 Gravity Sewer Improvements. As stated for Task SR20-4A1, a portion of the Phase 2 SR20 Gravity Sewer Improvements has been constructed. The budget shown in Exhibit D attached to this Supplemental Agreement No. 7 is for completing the unfinished work under this task.

Task GE-5: Biological Evaluation For Initial Construction of Gqarden of Eden Road Area Sewage Facilities

A Biological Evaluation is not needed because of the U. S. Army Corps of Engineers (COE) determined that a permit from that agency was not needed.

Task SR20-4B1: Final Design And PS&E For Phase 3 SR 20 Gravity Sewer Improvements (New Task)

This task authorizes CONSULTANT to proceed with final design and preparation of plans, specifications, and construction contract documents for the gravity sewers ,Pump Station C, and force main west of MH B3W at Holtcamp Road, as generally shown on Figure 2 of the *SR 20 Sanitary Sewer Improvements Feasibility Study Report*, dated, May 9, 2001, except:

- Gravity sewers from MH B3W to MH B5W will not be constructed.
- The force main from Pump Station C will be extended and will discharge to MH B3W.
- Pump Station C will be located on a site provided to the AGENCY by the Hospital District. AGENCY will provide CONSULTANT information on the development of the property adjacent to the pump station. If feasible, standby emergency electric power for the pump station will be obtained from the hospital's emergency generator.
- If feasible, gravity sewer service will be provided from Pump Station C to the houses along Cedar Lane and to the church north of the hospital property.
- The gravity sewer configuration west of Pump Station C will include a sewer in Hospital Drive which is currently a private roadway but it is anticipated that it will become a public right-of-way. The sewer along SR 20 may not extend west of Hospital Drive depending on the configuration of existing private sewage facilities in the area. A predesign investigation will determine the detailed configuration of the new facilities.

The pump station, gravity sewers, and force main described above shall be called "Phase 3 SR 20 Gravity Sewer Improvements. It is expected that Pump Station C will be similar to the Holtcamp Pump Station.

Agency intends that Pump Station C will be constructed by the Hospital District in accordance with plans and specifications prepared by CONSULTANT and provided to the Hospital District by AGENCY. It is understood and agreed that the pump station will be constructed in strict accordance with the plans and specifications. Services performed by CONSULTANT, including without limitation, preparing plans and specifications for the Pump Station C, will be for the sole benefit of AGENCY. Nothing, including without limitation, preparation of the plans and specifications by CONSULTANT, AGENCY giving the plans and specifications prepared by CONSULTANT to the Hospital District for construction, or any action by any party, shall be effective in creating a contractual relationship other than between AGENCY and CONSULTANT, or any obligation of CONSULTANT to anyone except AGENCY. AGENCY agrees to include this condition explicitly in all AGENCY's agreements with the Hospital District and all other similar agreements concerning Pump Station C.

Phase 3 sewers and force mains will be included together in a single plan set and construction contract document. This expectation is reflected in the list of drawings to be included and in all other portions of the separate scopes of work and associated budgets. Additional services that

are not included in this scope of work will be required if more than one construction contract are required.

PS&E

The work includes:

- Perform a predesign investigation to define the detailed configuration of the new facilities. Obtain information on the existing privately owned pumps and other sewer facilities. Define how sewer service can be provided to Cedar Lane and to the church north of the hospital property. Prepare a report documenting the investigation and presenting the findings, conclusions, and recommended detailed sewer configuration. Submit a 3 copies of a draft of the report to AGENCY for review. Meet with AGENCY to receive and resolve review comments. Revise the draft report in accordance with the review comments as resolved and provide five copies of the final report to AGENCY.
- Only plans and technical specifications will be prepared for Pump Station C. The plans and specifications will be prepared for the sole purpose of defining the nature of the completed facilities that AGENCY wants the Hospital District to construct, and therefore, will be limited to technical items only, and only to aspects of the work that will affect the completed facilities. Consistent with that focus, the plans and specifications will be “stand-alone” and will not require coordination with plans, specifications, and contract documents prepared by others. Constructability issues, cost, geotechnical conditions, environmental issues, traffic control, surface restoration, temporary erosion and sedimentation control, and other ancillary issues commonly considered, addressed, or included in the design and in the construction contract documents for facilities similar to Pump Station C are not the responsibility of CONSULTANT and are not included in this scope of work. An opinion of probable construction cost will not be prepared. This scope of work is based on the following anticipated drawing list for Pump Station C:

<u>Sheet(s)</u>	<u>Title</u>
1	Vicinity Map, Location Map, and Index to Drawings
2	Legends, Abbreviations and Notes
3	Pump Station Site Plan
4	Pump Station Mechanical and Structural Plan
5	Pump Station Mechanical and Structural Sections
6 through 8	Pump Station Details
9 and 10	Pump Station Electrical

For Phase 3 sewers and force main, prepare plans, specifications, and contract documents including invitation for bids, proposal form, general and special provisions, bond forms, and contract form, as customarily made available for bidding and construction for this type of project. Temporary traffic control plans will not be included in the Plans and the construction contractor will be required by the specifications to provide a temporary traffic control plan and have it approved by the City of Sedro-Woolley. Some minimum requirements for temporary erosion and sediment control will be included on the plans and in the specifications. The construction contractor will be required by the specifications to prepare a complete and comprehensive plan for temporary erosion and sediment control and other environmental requirements. This scope of work is based on the following anticipated drawing list for Phase 3 Sewers and Force Main:

<u>Sheet(s)</u>	<u>Title</u>
1	Vicinity Map, Location Map, and Index to Drawings
2	Legends, Abbreviations and Notes
3	Key Map and Survey Control
04 through 09	Temporary Erosion/Sediment Control Plans
10	Temporary Erosion/Sediment Control Details and Notes
11 through 22	Sewer and Force Main Plan and Profile
23 through 28	Surface Feature Restoration Plan
29 through 33	Sewer Details

- Prepare a review submittal of plans, specifications, and contract documents at the 90% completion stage. Submit three copies of the submittal to AGENCY. AGENCY's review shall specifically include, but shall not be limited to, requirements for insurance, bonds, liquidated damages, payment provisions, and other requirements that may involve AGENCY current practice or policy, legal precedent, or other non-engineering matters. AGENCY has determined that since a pump station and gravity sewer in the area is included in the City of Sedro-Woolley's current Comprehensive Wastewater Plan which was approved by the Washington State Department of Ecology (Ecology), submittal of the plans and specifications to Ecology for review and approval will not be required as provided in Washington Administrative Code (WAC) 173-240-030.
- Prepare an opinion of probable construction cost for the Phase 3 sewers and force main based on the 90% completion plans, specifications and contract documents and transmit it to AGENCY along with the design submittal.
- The CONSULTANT's project manager will meet with AGENCY to review the 90% design submittal and receive and resolve AGENCY review comments. It is expected that this meeting will occur within 14 days of the AGENCY receiving the 90% design submittal.
- Complete the plans, specifications, and contract documents based on AGENCY review comments as resolved. Prepare the final opinion of probable construction cost for Phase 3 sewers and force main based on the final plans, specifications, and contract documents.
- Print the final plans half size (11" x 17" sheet size) and specifications for Pump Station C. Provide AGENCY with 10 copies. Also produce full-size (22" x 34" sheet size) versions of the Plans and provide AGENCY with 10 copies
- Print the final plans half size (11" x 17" sheet size), specifications, and contract documents for Phase 3 sewers and force main for use in bidding and construction. Provide AGENCY with 50 copies. Also produce full-size (22" x 34" sheet size) versions of the Plans and provide AGENCY with 10 copies.
- Provide AGENCY electronic copies all final PS&E documents and plans, including base mapping information.

Plans will use CONSULTANT's standard format, and will be produced using MicroStation CADD software.

Specifications and contract documents will be prepared using the Washington State Department of Transportation and American Public Works Association *Standard Specifications for Road, Bridge, and Municipal Construction*, 2004 English Units edition, standard format, supplemented as required by CONSULTANT.

Surveying and Mapping

No surveying or mapping is included in this scope of work. AGENCY will provide CONSULTANT survey data and base mapping in electronic format. The mapping described in this Scope of Work shall be compatible with, and shall supplement, extend, and update, existing mapping in the project area that was prepared for the Phase 2 SR 20 Gravity Sewer Improvements which CONSULTANT already has in electronic format. It is anticipated that the supplemental, extended, and updated information that will be needed includes but is not necessarily limited to the following:

- Above ground planimetric features such as structures, curbs, sidewalks, trees, edges of pavement, utility poles, utility pedestals, exposed ends of culverts, lawns, planting areas, trees, hedges fences, hydrants, utility valve boxes, sewer and storm drain manhole frames and covers, storm drainage catch basins and inlets, utility castings, pavement markings, signs, mail boxes, and other features and improvements that could affect the design or construction of the proposed facilities.
- Property and right-of-way lines along the routes of the new gravity sewers and force main.
- Existing buried utilities along the routes of the new gravity sewers and force main (shall also be marked on the ground). Sewer and storm drainage manhole covers shall be removed and the location of the center of the manhole and the elevations of all connecting pipes determined.
- The locations of soil test borings.
- Spot elevations at various locations determined by CONSULTANT (a maximum of 60) within the area tributary to the gravity sewers and pump station for use in refining the required configurations and elevations of those facilities.
- Floor elevations and ground elevations at existing building sewers of existing houses and other structures along the route of the new gravity sewers requiring sewer service.
- A baseline and cross sections at the pump station site.

Generally, the areas within 100 feet on both sides of the new sewers and force mains and within 100 feet of the ends of the new sewers and force mains shall be mapped. CONSULTANT shall provide a more detailed definition of the areas to be mapped following the completion of the system configuration determination. Coordinates and elevations shall be provided for all survey points. Horizontal datum and vertical datum shall be the same as used for the Phase 2 SR 20 Gravity Sewer Improvements. Design of the improvements will be based entirely on the information provided by AGENCY.

Survey control points shall be established adjacent to the sewer and force main routes for use in laying out the facilities for construction by the construction contractor's surveyor. Survey control points shall be durable and located to avoid being disturbed prior to or during construction. Descriptions, elevations, and coordinates of the survey control points shall be provided to CONSULTANT for inclusion on the plans.

Easements and Rights-of-Way

AGENCY will acquire the site for the pump station and will acquire all easements, rights-of-way, and rights of entry needed to design and construct the improvements. Specifically without limitation, rights-of-entry may be needed for surveying and reconnaissance to determine the locations, configurations, and elevations of existing facilities and for geotechnical investigation.

The city limits are at the north SR 20 right-of-way line west of Holtcamp Road so a new franchise may need to be obtained from the Washington State Department of Transportation for the new sewers.

Work for acquisition of site, easements, and rights-of-way, is not included in this scope of work.

Geotechnical Investigation

CONSULTANT will perform the following specific services:

- Perform initial site reconnaissance.

- Identify locations for test borings.
- Execute one-call utility location service.
- Complete up to nine (9) test borings including traffic control, surface restoration, and cuttings disposal. One of the borings will be at the site of the pump station and will extend 60 feet below the ground surface. The other borings will extend to a depth of approximately 30 feet (approximately twice the anticipated depth of the sewer excavation). Piezometers will be installed in all of the borings. Water levels in the piezometers will be measured a maximum of 5 times in addition to initial measurements made within 48 hours after the piezometers are installed and the water levels in the borings have stabilized.
- AGENCY will acquire all rights-of entry needed for CONSULTANT to perform the geotechnical investigation.
- AGENCY will provide the necessary permits for the test borings.
- Conduct laboratory testing of selected materials from the test borings. Laboratory testing will consist of moisture content on 20 samples, sieve analysis for grain size on 5 samples, sieve analysis plus hydrometer analysis for grain size on 2 samples, P200 on 15 samples, Atterberg Limits on 5 samples, and 3 falling head permeability tests. Review the samples obtained and assign testing. Review test results.
- Prepare test boring logs and summarize the findings of the field investigation and laboratory testing in a data report. Provide fifty (50) copies of the data report to AGENCY to be issued with plans, specifications, and contract documents for bidding.
- Provide support to the design team on geotechnical issues during preparation of construction documents.

Task SR20-4B2: Environmental Review and Permitting For Phase 3 SR 20 Gravity Sewer Improvements (New Task)

This task authorizes CONSULTANT to proceed with services to assist AGENCY in compliance with the State Environmental Policy Act and obtaining permits required for construction of the Phase 3 SR 20 Sewer System Improvements.

SEPA Checklist

Prepare a State Environmental Policy Act (SEPA) checklist. The budget for this task is based on the following:

- The City of Sedro-Woolley being the lead agency.
- Issuance of a Declaration of Non-significance (DNS) as the threshold determination and no changes after the public comment period.
- One meeting with lead agency.

Wetland Investigation and Delineation

A Critical Areas Determination report was prepared under Task SR20-4A2 that covered the corridor along the north side of SR 20 from Hogdin Road to Collins Road. It is anticipated that further investigation and delineation will not be needed.

Permits

Permits anticipated to be required for construction of the Phase 3 SR 20 Gravity Sewer Improvements are:

- Hydraulic Project Approval / Washington State Department of Fish and Wildlife
- General Permit to Discharge Stormwater Associated with Construction Activity / Washington State Department of Ecology

This scope of work is based on the following:

- Brickyard Creek not considered a “shoreline of the state” and that no Shoreline Management Act permit will be required for work within 200 of the creek.
- There are no wetlands issues as indicated by the work performed in the area under Task SR20-4A2.
- AGENCY will pay all permit fees.
- A single Joint Aquatic Resource Permits Application (JARPA) will be needed for all of the required permits.
- Utilities are an allowed use in sensitive areas in accordance with City of Sedro-Woolley Municipal Code Chapter 17.65.060.
- Information required to prepare the JARPA and to respond to permitting agency questions or public comments will be available from existing information and will not require special or additional analysis or technical studies.
- One office meeting and one field visit with the State of Washington Department of Fish and Wildlife during the application preparation. It is assumed that each of these meetings will not exceed 4 hours in length and that one person from CONSULTANT will attend each meeting.
- A maximum of two meetings with the permitting agencies during the agency review of the permit applications. It is assumed that each of these meetings will not exceed 4 hours in length and that one person from CONSULTANT will attend each meeting.
- No permits from the City of Sedro-Woolley will be needed.

Prepare the JARPA. Provide additional information requested by the permitting agencies.

Issuance of a federal Clean Water Act (CWA) 404 Permit by the U. S. Army Corps of Engineers will not be required for construction of Phase 3 SR 20 Gravity Sewer Improvements.

Task SR20-8: Bidding and Award Phase and Construction Phase Services Phase 3 SR 20 Gravity Sewer Improvements (New Task)

Provide engineering services as requested by AGENCY from time to time during the bidding and construction phases of Phase 3 SR 20 Gravity Sewer Improvements. Services may include, but will not necessarily be limited to, answering questions and preparation of addenda during the bidding period, attending bid opening, tabulation of bids, review of construction Contractor submittals, trips to the site, assistance in resolving conflicts with existing facilities encountered during construction, preparing design revisions. The scope of these engineering services is, however, limited by the budget amount shown in attached Exhibit D. The budget amount is based on the Phase 3 SR 20 Gravity Sewer Improvements being included in a single construction contract.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the completion date to June 30, 2007.

III

Section V, PAYMENT, shall be amended as follows:

The combined budget amount for Task WSSPS-1: Final Design and PS&E for West State Pump Station Influent Sewer and Force Main Improvements, and Task WSSPS-2: Railroad Permits for West State Pump Station Influent Sewer and Force Main Improvements, (Supplemental Agreement No. 2) is changed from \$18,739.00 to \$25,507.92. This task has been completed and the revised budget reflects work that was done and the amounts invoiced.

The budget for the Improvements to SR 20 Sanitary Sewer Task SR20-4: Final Design and PS&E (for SR 20 Sewer Improvements Phase 1, Supplemental Agreement No. 2 and Supplement Agreement No. 5) is changed from \$19,714.00 to \$30,844.25. This task has been completed and the revised budget reflects work that was done and the amounts invoiced.

The budget amount for Task WSSPS-3: Bidding and Award Phase and Construction Phase Services for West State Street Pump Station Influent Sewer and Force Main Improvements (Supplemental Agreement No. 4) is changed from \$6,944.00 to \$8,970.68. This task has been completed and the revised budget reflects work that was done and the amounts invoiced.

The budget for Task SR20-5: Construction Phase Services for Rhodes Road Pump Station and Force Main, (Supplemental Agreement No. 4 and Supplemental Agreement No. 5) is changed from \$28,000.00 to \$25,247.30. This task has been completed and the revised budget reflects work that was done and the amounts invoiced.

The budget for Task SR20-6: Construction Phase Services for Phase 1 SR 20 Gravity Sewer Improvements, (Supplemental Agreement No. 4 is changed from \$6,944.00 to \$12,916.91. This task has been completed and the revised budget reflects work that was done and the amounts invoiced.

The budget amount for Task SR20-4A1: Final Design and PS&E For Phase 2 SR 20 Gravity Sewer Improvements in Exhibit D attached to this Supplemental Agreement No. 7 is for completing the unfinished work under this task. The total budget for this task is changed from \$100,024.00 to \$112,905.63. The revised budget amount is equal to the amount shown in Exhibit D attached to this Supplemental Agreement No. 7 plus the amount previously invoiced.

The budget amount for Task SR20-4A2: Environmental Review and Permitting For Phase 2 SR 20 Gravity Sewer Improvements in Exhibit D attached to this Supplemental Agreement No. 7 is for completing the unfinished work under this task. The total budget for this task is changed from \$34,074.00 to \$25,610.63. The revised budget amount is equal to the amount shown in Exhibit D attached to this Supplemental Agreement No. 7 plus the amount previously invoiced.

The budget amount for Task SR20-4A3: Biological Evaluation For Phase 2 SR 20 Gravity Sewer Improvements in Exhibit D attached to Supplemental Agreement No. 5 is changed from \$15,573.00 to \$13.42. This task was found not to be needed and the revised budget amount reflects the minor amount that has been invoiced.

The budget amount for Task SR20-7: Bidding and Award Phase and Construction Phase Services for Phase 2 SR 20 Gravity Sewer Improvements in Exhibit D attached to this Supplemental Agreement No. 7 is for completing the unfinished work under this task. The total budget for this task is changed from \$19,448.00 to \$33,704.06. The revised budget amount is equal to the amount shown in Exhibit D attached to this Supplemental Agreement No. 7 plus the amount previously invoiced.

The combined budget amount for Task GE-2: Final Design and PS&E For Initial Construction of Garden of Eden Road Area Sewage Facilities, and Task GE-3, Geotechnical Investigation For Initial Construction of Garden of Eden Road Area Sewage Facilities, (Supplemental Agreement No. 6) is changed from \$134,669.00 to \$109,801.41. This task has been completed and the revised budget reflects work that was done and the amounts invoiced.

The budget amount for Task GE-4: Environmental Review and Permitting For Initial Construction of Garden of Eden Road Area Sewage Facilities (Supplemental Agreement No. 6) is changed from \$28,981.00 to \$13,629.05. This task has been completed and the revised budget reflects work that was done and the amounts invoiced.

The budget amount for Task GE-5: Biological Evaluation For Initial Construction of Garden of Eden Road Area Sewage Facilities, (Supplemental Agreement No. 6) as shown in attached Exhibit D to Supplemental Agreement No. 6 is changed from \$15,573.00 to \$0.00. This task was found not to be needed.

The budget amount for Task GE-6: Bidding and Award Phase and Construction Phase Services For Initial Construction of Garden of Eden Road Area Sewage Facilities, (Supplemental Agreement No. 6) is changed from \$26,365.00 to \$41,367.71. This task has been completed and the revised budget reflects work that was done and the amounts invoiced.

A budget is established for Task SR20-4B1: Final Design and PS&E for Phase 3 SR 20 Gravity Sewer Improvements, as shown in attached Exhibit D.

A budget is established for Task SR20-4B2: Environmental Review and Permitting For Phase 3 SR 20 Sewer System Improvements, as shown in attached Exhibit D.

A budget is established for Task SR20-8: Bidding and Award Phase and Construction Phase Services Phase 3 SR 20 Gravity Sewer Improvements, as shown in attached Exhibit D.

The maximum amount payable under this agreement, inclusive of all fees and other costs, is increased from \$539,071.00 to \$781,354.97.

The attached Exhibit D-1 is a summary of changes and budgets from the original agreement to this Supplemental Agreement No. 7, inclusive.

If you concur in this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

Sincerely,



Consultant's Signature

Approving Authority

EXHIBIT D
CONSULTANT FEE DETERMINATION — SUMMARY SHEET
(SPECIFIC RATES OF PAY)
FEE SCHEDULE

PROJECT: Task SR20-4A1: Final Design And PS&E For Phase 2 SR 20 Gravity Sewer Improvements

Based on all work being completed by the end of 2006. Budget will be revised by a future Supplemental Agreement for any work not completed by the end of 2006.

NEGOTIATED HOURLY RATES:

<u>Classification</u>	<u>2005 Hours (Est.)</u>	<u>2006 Hours (Est.)</u>	<u>2005 Rates</u>	<u>2006 Rates</u>	<u>Estimated Cost</u>
Professional 6	-	-	\$167.00	\$173.00	\$ 0.00
Professional 5	17	70	\$150.00	\$156.00	\$13,470.00
Professional 4	1	5	\$121.00	\$126.00	\$ 751.00
Professional 3	6	23	\$102.00	\$106.00	\$3,050.00
Professional 2	2	8	\$91.00	\$94.00	\$ 934.00
Professional 0&1	-	-	\$79.00	\$82.00	\$ 0.00
Technical 5	13	52	\$108.00	\$112.00	\$7,228.00
Technical 4	-	-	\$92.00	\$96.00	\$ 0.00
Technical 3	-	-	\$80.00	\$83.00	\$ 0.00
Technical 2	-	-	\$76.00	\$79.00	\$ 0.00
Office	2	6	\$66.00	\$69.00	\$ 546.00
				Subtotal	\$25,979.00

REIMBURSIBLES:

Computer and CADD Charges	\$933.00
Mileage and Equipment Rentals	\$150.00
Communications Charges (Phone, FAX, etc.)	\$246.00
Health & Safety Charges	\$0.00
Operating Expenses (Printing, postage, misc.)	\$1,945.00
Outside Services	\$0.00
Subtotal	\$3,274.00

ESTIMATED TOTAL THIS PROJECT, THIS SUPPLEMENT:	\$29,253.00
PREVIOUSLY INVOICED:	\$83,652.63
TOTAL TASK BUDGET:	\$112,905.63

PROJECT: Task SR20-4A2: Environmental Review and Permitting For Phase 2 SR 20 Gravity Sewer Improvements

Based on all work being completed by the end of 2006. Budget will be revised by a future Supplemental Agreement for any work not completed by the end of 2006.

NEGOTIATED HOURLY RATES:

<u>Classification</u>	<u>2005 Hours (Est.)</u>	<u>2006 Hours (Est.)</u>	<u>2005 Rates</u>	<u>2006 Rates</u>	<u>Estimated Cost</u>
Professional 6	-	-	\$167.00	\$173.00	\$ 0.00
Professional 5	8	31	\$150.00	\$156.00	\$6,036.00
Professional 4	-	-	\$121.00	\$126.00	\$ 0.00
Professional 3	1	-	\$102.00	\$106.00	\$ 102.00
Professional 2	-	-	\$91.00	\$94.00	\$ 0.00
Professional 0&1	5	20	\$79.00	\$82.00	\$2,035.00
Technical 5	2	4	\$108.00	\$112.00	\$ 664.00
Technical 4	-	-	\$92.00	\$96.00	\$ 0.00
Technical 3	-	-	\$80.00	\$83.00	\$ 0.00
Technical 2	-	-	\$76.00	\$79.00	\$ 0.00
Office	2	3	\$66.00	\$69.00	<u>\$ 339.00</u>
				Subtotal	\$9,176.00

REIMBURSIBLES:

Computer and CADD Charges	\$346.00
Mileage and Equipment Rentals	\$250.00
Communications Charges (Phone, FAX, etc.)	\$91.00
Health & Safety Charges	\$0.00
Operating Expenses (Printing, postage, misc.)	\$350.00
Outside Services	<u>\$0.00</u>
Subtotal	\$1,037.00

ESTIMATED TOTAL THIS PROJECT, THIS SUPPLEMENT:	\$10,213.00
PREVIOUSLY INVOICED:	\$15,397.63
TOTAL TASK BUDGET:	\$25,610.63

PROJECT: Task SR20-7: Bidding and Award Phase and Construction Phase Services for Phase 2 SR 20 Gravity Sewer Improvements

Based on all work being completed by June of 2007. Budget will be revised by a future Supplemental Agreement for any work not completed by June of 2007.

NEGOTIATED HOURLY RATES:

<u>Classification</u>	<u>2006 Hours (Est.)</u>	<u>2007 Hours (Est.)</u>	<u>2006 Rates</u>	<u>2007 Rates</u>	<u>Estimated Cost</u>
Professional 6	-	-	\$173.00	\$180.00	\$ 0.00
Professional 5	72	48	\$156.00	\$163.00	\$19,056.00
Professional 4	7	5	\$126.00	\$131.00	\$1,537.00
Professional 3	12	8	\$106.00	\$110.00	\$2,152.00
Professional 2	11	7	\$94.00	\$98.00	\$1,720.00
Professional 0&1	-	-	\$82.00	\$85.00	\$ 0.00
Technical 5	19	13	\$112.00	\$117.00	\$3,649.00
Technical 4	-	-	\$96.00	\$99.00	\$ 0.00
Technical 3	-	-	\$83.00	\$87.00	\$ 0.00
Technical 2	7	5	\$79.00	\$82.00	\$ 963.00
Office	5	3	\$69.00	\$71.00	<u>\$ 558.00</u>
				Subtotal	\$29,635.00

REIMBURSIBLES:

Computer and CADD Charges	\$974.00
Mileage and Equipment Rentals	\$350.00
Communications Charges (Phone, FAX, etc.)	\$266.00
Health & Safety Charges	\$14.00
Operating Expenses (Printing, postage, misc.)	\$250.00
Outside Services	<u>\$0.00</u>
Subtotal	\$1,854.00

ESTIMATED TOTAL THIS PROJECT, THIS SUPPLEMENT:	\$31,489.00
PREVIOUSLY INVOICED:	\$2,215.06
TOTAL TASK BUDGET:	\$33,704.06

PROJECT: Task SR20-4B1: Final Design and PS&E For Phase 3 SR 20 Gravity Sewer Improvements

Based on all work being completed by the end of 2006. Budget will be revised by a future Supplemental Agreement for any work not completed by the end of 2006.

NEGOTIATED HOURLY RATES:

<u>Classification</u>	<u>2005 Hours (Est.)</u>	<u>2006 Hours (Est.)</u>	<u>2005 Rates</u>	<u>2006 Rates</u>	<u>Estimated Cost</u>
Professional 6	1	3	\$167.00	\$173.00	\$ 686.00
Professional 5	60	244	\$150.00	\$156.00	\$47,064.00
Professional 4	18	73	\$121.00	\$126.00	\$11,376.00
Professional 3	86	338	\$102.00	\$106.00	\$44,600.00
Professional 2	-	-	\$91.00	\$94.00	\$ 0.00
Professional 0&1	6	22	\$79.00	\$82.00	\$2,278.00
Technical 5	77	311	\$108.00	\$112.00	\$43,148.00
Technical 4	-	-	\$92.00	\$96.00	\$ 0.00
Technical 3	-	-	\$80.00	\$83.00	\$ 0.00
Technical 2	1	2	\$76.00	\$79.00	\$ 234.00
Office	9	33	\$66.00	\$69.00	<u>\$2,871.00</u>
				Subtotal	\$152,257.00

REIMBURSIBLES:

Computer and CADD Charges	\$5,815.00
Mileage and Equipment Rentals	\$1,400.00
Communications Charges (Phone, FAX, etc.)	\$1,541.00
Health & Safety Charges	\$209.00
Operating Expenses (Printing, postage, misc.)	\$4,410.00
Outside Services	<u>\$19,200.00</u>
	Subtotal
	\$32,575.00

ESTIMATED TOTAL THIS PROJECT, THIS SUPPLEMENT: \$184,832.00

PROJECT: Task SR20-4B2: Environmental Review and Permitting For Phase 3 SR 20 Gravity Sewer Improvements

Based on all work being completed by the end of 2006. Budget will be revised by a future Supplemental Agreement for any work not completed in 2006.

NEGOTIATED HOURLY RATES:

<u>Classification</u>	<u>2005 Hours (Est.)</u>	<u>2006 Hours (Est.)</u>	<u>2005 Rates</u>	<u>2006 Rates</u>	<u>Estimated Cost</u>
Professional 6	-	-	\$167.00	\$173.00	\$ 0.00
Professional 5	9	38	\$150.00	\$156.00	\$7,278.00
Professional 4	-	-	\$121.00	\$126.00	\$ 0.00
Professional 3	1	2	\$102.00	\$106.00	\$ 314.00
Professional 2	-	-	\$91.00	\$94.00	\$ 0.00
Professional 0&1	24	99	\$79.00	\$82.00	\$10,014.00
Technical 5	6	22	\$108.00	\$112.00	\$3,112.00
Technical 4	-	-	\$92.00	\$96.00	\$ 0.00
Technical 3	-	-	\$80.00	\$83.00	\$ 0.00
Technical 2	-	-	\$76.00	\$79.00	\$ 0.00
Office	3	9	\$66.00	\$69.00	<u>\$ 819.00</u>
				Subtotal	\$21,537.00

REIMBURSIBLES:

Computer and CADD Charges	\$969.00
Mileage and Equipment Rentals	\$250.00
Communications Charges (Phone, FAX, etc.)	\$256.00
Health & Safety Charges	\$0.00
Operating Expenses (Printing, postage, misc.)	\$350.00
Outside Services	<u>\$0.00</u>
Subtotal	\$1,825.00

ESTIMATED TOTAL THIS PROJECT, THIS SUPPLEMENT: \$23,362.00

**PROJECT: Task SR20-8: Bidding and Award Phase and Construction Phase Services Phase 3
SR 20 Gravity Sewer Improvements**

Based on all work being completed by June of 2007. Budget will be revised by a future Supplemental Agreement for any work not completed by June of 2007.

NEGOTIATED HOURLY RATES:

<u>Classification</u>	<u>2006 Hours (Est.)</u>	<u>2007 Hours (Est.)</u>	<u>2006 Rates</u>	<u>2007 Rates</u>	<u>Estimated Cost</u>
Professional 6	-	-	\$173.00	\$180.00	\$ 0.00
Professional 5	98	64	\$156.00	\$163.00	\$25,720.00
Professional 4	5	3	\$126.00	\$131.00	\$1,023.00
Professional 3	46	29	\$106.00	\$110.00	\$8,066.00
Professional 2	-	-	\$94.00	\$98.00	\$ 0.00
Professional 0&1	16	11	\$82.00	\$85.00	\$2,247.00
Technical 5	22	14	\$112.00	\$117.00	\$4,102.00
Technical 4	-	-	\$96.00	\$99.00	\$ 0.00
Technical 3	-	-	\$83.00	\$87.00	\$ 0.00
Technical 2	19	13	\$79.00	\$82.00	\$2,567.00
Office	13	9	\$69.00	\$71.00	<u>\$1,536.00</u>
				Subtotal	\$45,261.00

REIMBURSIBLES:

Computer and CADD Charges	\$1,611.00
Mileage and Equipment Rentals	\$1,050.00
Communications Charges (Phone, FAX, etc.)	\$434.00
Health & Safety Charges	\$14.00
Operating Expenses (Printing, postage, misc.)	\$250.00
Outside Services	<u>\$0.00</u>
Subtotal	\$3,359.00

ESTIMATED TOTAL THIS PROJECT, THIS SUPPLEMENT: \$48,620.00

EXHIBIT D-1

SUMMARY OF BUDGETS AND MAXIMUM AMOUNT PAYABLE

Task(s)	Description	Original Agreement	Supplemental Agreements							Total Budgets	
			No. 1	No. 2	No. 3	No. 4	No. 5	No. 6	No. 7		
SR20-1, SR20-2, and SR20-3	SR 20 Sanitary Sewer Improvements Feasibility Study	\$22,560.00				(\$6,786.00)					\$15,774.00
MVE-1	Mountain View Estates Pump Station Improvements	\$21,109.00				(\$1,083.00)					\$20,026.00
SR20-4	Rhodes Road Pump Station and Force Main Final Design and PS&E		\$23,105.00				\$1,979.00				\$25,084.00
GE-1, GE-2, and GE-3	Garden of Eden Road Area Sewage Facilities Feasibility Study, Facilities Final Design And PS&E, and Geotechnical Investigation		\$93,696.00						(\$93,696.00)		\$0.00
SR20-4	SR 20 Sanitary Sewer Improvements Existing MH 5 to Trail Road - PS&E and Railroad Undercrossing Permits			\$15,094.00				\$4,620.00		\$11,130.25	\$30,844.25
WSSPS-1 WSSPS-2	Final Design and PS&E For West State Street Pump Station Influent Sewer and Force Improvements, and Railroad Permits For West State Street Pump Station Influent Sewer and Force Improvements			\$18,739.00						\$6,768.92	\$25,507.92
WSSPS-3	Bidding and Award Phase and Construction Phase Services for West State Street Pump Station Influent Sewer and Force Main Improvements						\$6,944.00			\$2,026.68	\$8,970.68
SR20-5	Construction Phase Services for Rhodes Road Pump Station and Force Main						\$12,876.00	\$15,124.00		(\$2,752.70)	\$25,247.30
SR20-6	Bidding and Award Phase and Construction Phase Services for Phase 1 SR 20 Gravity Sewer Improvements						\$6,944.00			\$5,972.91	\$12,916.91
SR20-4A1	Final Design and PS&E for Phase 2 SR 20 Gravity Sewer Improvements							\$100,024.00		\$12,881.63	\$112,905.63
SR20-4A2	Environmental Review and Permitting for Phase 2 SR 20 Gravity Sewer Improvements							\$34,074.00		(\$8,463.37)	\$25,610.63
SR20-4A3	Biological Evaluation for Phase 2 SR 20 Gravity Sewer Improvements							\$15,573.00		\$15,559.58	\$13.42
SR20-7	Bidding and Award Phase and Construction Phase Services for Phase 2 SR 20 Gravity Sewer Improvements							\$19,448.00		14,256.06	\$33,704.06
GE-1	Garden of Eden Road Area Sewage Facilities Feasibility Study								\$23,139.00		\$23,139.00
GE-2 and GE-3	Garden of Eden Road Area Sewage Facilities Final Design And PS&E and Garden of Eden Road Area Sewage Facilities Geotechnical Investigation								\$134,669.00	(\$24,867.59)	\$109,801.41

EXHIBIT D-1

SUMMARY OF BUDGETS AND MAXIMUM AMOUNT PAYABLE

Task(s)	Description	Original Agreement	Supplemental Agreements							Total Budgets	
			No. 1	No. 2	No. 3	No. 4	No. 5	No. 6	No. 7		
GE-4	Environmental Review and Permitting for Initial Construction of Garden of Eden Road Area Sewage Facilities								\$28,981.00	(\$15,351.95)	\$13,629.05
GE-5	Biological Evaluation for Initial Construction of Garden of Eden Road Area Sewage Facilities								\$15,573.00	\$(15,573.00)	\$0.00
GE-6	Bidding and Award Phase and Construction Phase Services for Initial Construction of Garden of Eden Road Area Sewage Facilities								\$26,365.00	\$(15,002.71)	\$41,367.71
SR20-4B1	Final Design and PS&E for Phase 3 SR 20 Gravity Sewer Improvements									\$184,831.00	\$184,831.00
SR20-4B2	Environmental Review and Permitting for Phase 3 SR 20 Gravity Sewer Improvements									\$23,362.00	\$23,362.00
SR20-8	Bidding and Award Phase and Construction Phase Services for Phase 3 SR 20 Gravity Sewer Improvements									\$48,620.00	\$48,620.00
	Totals	\$43,669.00	\$116,801.00	\$33,833.00	\$20,874.00	\$0.00	\$188,863.00	\$135,031.00	\$242,283.97	\$781,354.97	
	Agreement Maximum	\$43,669.00	\$160,470.00	\$194,303.00	\$215,177.00	\$194,303.00	\$404,040.00	\$539,071.00	\$781,354.97	\$781,354.97	



City of Sedro-Woolley Fire Department

Dean Klinger, Chief
220 Munro St.
Sedro-Woolley, WA 98284

(360) 855-2252 • Fax (360) 855-0196

DATE: December 27, 2005

TO: Mayor Dillon and City Council

FROM: Dean Klinger, Chief *DK*

SUBJECT: City of Kirkland Interlocal & Aid Car Purchase / Surplus

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 11 2006

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

Situation:

Attached is the interlocal for the purchase of a Road Rescue® aid car. The City of Kirkland has asked that we initiate the agreement. Once the agreement is signed by the City they will place it on their next agenda. The interlocal allows us to use the City of Kirkland's bid documents for our purchase.

Once the interlocal is signed we need to sign the purchase agreement for the aid unit with H & W Emergency Vehicles. The amount of the vehicle is that which was stated in the intent to purchase agreement \$95,006.18 plus sales tax. The City Council authorized the Mayor to sign that agreement at the last council meeting. The total purchase price will be \$102,701.68 this is under the budgeted amount.

The last thing that we will need to do is surplus the old aid vehicle. The City Council needs to surplus this piece of property so that we can list it for sale. Once the City surpluses the vehicle we will bring to you the recommended avenue for disposing of the property. We would like to use some of the monies gained from the sale of the property to purchase the radio for the new vehicle, the remainder will be up to the Council's discretion.

Recommended Action:

I would like to recommend that the City Council authorize the Mayor to sign the interlocal with the City of Kirkland and the purchase agreement with H & W Emergency Vehicles for the 2006 Road Rescue ambulance unit for the total of \$102,701.68 also authorize the City to surplus the old aid vehicle the 1995 Ford E350.

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY of SEDRO-WOOLLEY, a Washington State municipal corporation, and the CITY of KIRKLAND, a municipal corporation of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and to dispose of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contract where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. SCOPE: This agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract.
 - C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.
4. DURATION AGREEMENT – TERMINATION: This agreement shall remain in force until canceled by either party in writing.
5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. COMPLIANCE WITH LEGAL REQUIREMENTS: Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property..
7. FINANCING: The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. FILING: Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. INTERLOCAL COOPERATION DISCLOSURE: Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
10. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
11. HOLD-HARMLESS: Each party shall be liable and responsible for the consequence of 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.
12. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or enforceability, without involving the remaining provisions or affecting the validity or enforcement of such provisions.

CITY OF SEDRO-WOOLLEY

CITY OF KIRKLAND

By: _____
Sharon Dillon, Mayor

By: _____
David Ramsay, City Manager

Approved as to form:

Approved as to form:

By: _____
Sedro-Woolley City Attorney

By: _____
Kirkland City Attorney

ATTEST:

ATTEST:

City Clerk

City Clerk

DATE _____

DATE _____

PURCHASE AGREEMENT

**PURCHASE AGREEMENT FOR AID/MEDIC UNITS
(Contract)**

This Purchase Agreement for unit Road Rescue unit #5081, Road Rescue Type III Aid/Medic unit, by and between H&W Apparatus Repair, Inc, an Oregon Corporation doing business as **H&W Emergency Vehicles**, hereinafter referred to as "Seller" and the City of Sedro-Woolley, WA, hereinafter referred to as "Purchaser" is entered into effective this, the 11th day of January, 2006

AGREEMENT

- (1) Seller agree to sell, and Purchaser agrees to buy from Seller, certain Aid/Medic units or equipment, accessories and related items (collectively the "Apparatus"), as outlined in Seller's bid, specifications, proposal, and additional documents attached hereto and incorporated herein, consisting of the following:

PURCHASE AMOUNT

- (2) The purchase amount will be Ninety Five Thousand, and Six Dollars, and 18/100 (\$95,006.18) total for the unit listed, FOB Sedro-Woolley, Washington, not including Sales Tax. Sales tax will be paid by the Purchaser at the prevailing rate at the time the Purchaser titles and licenses the unit. The purchase price may be adjusted by an amount equal to the costs to the Sellers arising from addition of any element to and/or change to the Apparatus required by any law, regulation or standard, or any change orders presented by the Purchaser after the date of this Agreement.

PAYMENT TERMS

- (3.1) **Deposit.** The Purchaser agrees to deposit the sum of 100% of the value of the contract (\$95,006.18) at the time the unit is completed and delivered to the Purchaser's location. This will be paid directly to H&W Emergency Vehicles and will be invoiced approximately 30 days prior to unit's completion.
- (3.2) If payments are not made when due, a late charge of one and one-half percent (1-1/2%) per month (18% annually), may be assessed by Sellers for any past due amount, and such late charge will be in addition to, not in lieu of, any remedies available to the Sellers.

PURCHASE AGREEMENT

- (3.3) Default.** If the Purchaser defaults or fails to pay the balance due, without reasonable justification, Seller will not deliver the Title (MSO) to the unit until the impasse is resolved.
- (3.5)** This will be in addition to, not in lieu of , any remedies available to the Seller to enforce payment for the complete Apparatus. The seller shall retain title to the Apparatus and equipment, until the total purchase price has been paid in full, including any notes, obligations and securities given to secure the unpaid balance.

CANCELLATION

- (4)** Purchaser may cancel Purchaser's purchase commitment under this Contract, by notice to Seller, which notice will be effective when actually received by Seller. In the event of cancellation by Purchaser, Purchaser shall be responsible to Seller for the actual costs incurred by Seller prior to receipt of such notice, which costs are not recoverable by Seller within thirty (30) days by Seller's reasonable mitigation measures. At the end of such thirty-day period, any deposit paid by Purchaser shall be applied against the balance of Seller's costs and expenses, and any excess deposit shall be promptly refunded to Purchaser. In the event Purchaser's deposit is insufficient to cover Seller's costs and expenses described herein, the unpaid portion thereof shall be immediately payable by Purchaser upon notice from Seller.

DELIVERY TERMS

- (5)** Seller shall complete the Apparatus and make the same ready for delivery within approximately 30-45 days after receipt of the signed agreement & approved building instructions. The completed Apparatus shall be delivered to the Purchasers location by the Seller at the Seller's expense.

WARRANTIES

- (6.1)** All warranties are more particularly described in Seller's bid attached hereto. Subject to the foregoing, the body is warranted to the original owner against structural defects for the life of the unit, and the unit is otherwise generally warranted against defects in workmanship and materials for a period of one (1) year from delivery.
- (6.2)** The following additional warranties apply to certain items of equipment: Chassis as outlined in the commercial chassis warranty.

PURCHASE AGREEMENT

(6.3) Subject to the above, the Apparatus and equipment are sold "AS IS" without any other representations or warranties. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIABILITY

(7) Seller shall not be responsible to the Purchaser for any loss or damage directly or indirectly arising from the use of the Apparatus, defects, or from any delay in delivery of the completed Apparatus or delay of any component, due to strikes, fires, accidents, natural disasters, acts of war, inability to obtain parts or materials, or other circumstances beyond Seller's control which may prohibit the Apparatus from being delivered.

In any event, Seller's liability under this Agreement is limited to the purchase amount stated in Section 2 above, and under no circumstances will Seller be liable to Purchaser or any other parties for amounts in excess thereof, for any claims, damages or expenses related to or involving this Agreement or the Apparatus.

AUTHORIZATION

(8) Purchaser shall furnish to the Seller's satisfaction, evidence that Purchaser's entry into this Agreement has been duly authorized by all necessary authorities and governing bodies, and that the official(s) executing this Agreement on behalf of the Purchaser are duly authorized to obligate the Purchaser to the terms this Agreement. This Agreement shall not become valid unless signed by a duly authorized officer of Seller, and countersigned by the authorized representative of the Purchaser.

GENERAL PROVISIONS

(9.1) Jurisdiction/Validity. If any provisions of this Agreement is deemed invalid, it shall not affect the validity of any other provision of this Agreement. This Agreement, incorporating all attached items, represents the final and complete expression of the Seller and Purchaser, and all other agreements, either written or verbal are hereby abrogated. In the event of any litigation's arising from this Agreement, it shall be subject to the laws of the State of Oregon.

(9.2) Attorney Fees. The prevailing party in any action to collect a balance owing under this Contract shall be awarded reasonable attorney fees at trial, on appeal, and for post-judgment collection.

PURCHASE AGREEMENT

- (9.3) **Nonassignment.** Neither this Agreement nor any interest herein shall be sold, assigned, transferred, or encumbered by either party without the consent of the other, and any attempt to do so in violation of this Agreement shall be null and void.
- (9.4) **Waiver.** No delay or failure by any party to exercise any right, power or remedy with regard to any breach or default by such party under this Agreement, or to insist upon strict performance of any of the provisions hereof, shall impair any right, power or remedy of such party, and shall not be constructed to be a waiver of any breach or default of the same or any other provisions of this Agreement.
- (9.5) **Limitation.** Any legal action based on this Agreement must be commenced within the time allowed by the applicable statute of limitations.
- (9.6) **Notices.** All notices under this Agreement shall be in writing and mailed by certified mail/return receipt requested to the parties hereto at their respective addresses as set forth below, or at such other address as may be designated by the parties in writing.

PURCHASE AGREEMENT

SELLER:

H&W APPARATUS REPAIR, INC., an
Oregon Corporation, d/b/a
H&W EMERGENCY VEHICLES

Date Signed: _____

By: _____

Steven L. Jahn, National Sales Manager

Address: 3150 SW 234th, Suite 100
Hillsboro, OR 97123

PURCHASER:

City of Sedro-Woolley
P.O. Box 659
Sedro-Woolley, WA 98284

Date Signed: _____

By: _____

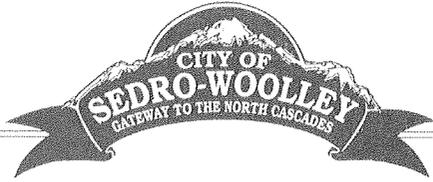
Name: _____

Title: _____

PURCHASE AGREEMENT

Addendum "A"-Change orders

Note: This order is via Interlocal Cooperative Agreement with Kirkland, WA bid proposal for Aid Vehicles. The Interlocal papers are the responsibility of the Purchaser.



**CITY COUNCIL AGENDA
REGULAR MEETING**

JAN 11 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 34

DATE: January 3, 2006

TO: Mayor Dillon & City Council

FROM: Patsy Nelson

SUBJECT: MISC. ANNUAL CONTRACTS/AGREEMENTS

Recommended Action:

Staff recommends that as part of the consent calendar, the Council approve the following:

1. Sedro-Woolley Riding Club \$750.00
2. Skagit Valley Tulip Festival \$500.00
3. Volunteers of America \$1200.00
4. Skagit Domestic Violence & Sexual Assault Services \$2000.00
5. Loggerodeo \$6000.00
6. Economic Development Association of Skagit County \$2000.00
7. Sedro-Woolley Chamber of Commerce \$8500.00
8. Skagit County Community Action Agency \$5000.00
9. Sedro-Woolley Farmers Market \$1500.00
10. Sedro-Woolley Museum \$2000.00
11. Skagit County Senior Services \$18,350.00

AGREEMENT

This Agreement, entered into this 11th day of January, 2006 by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Riding Club, Inc.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2006 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$750.00 from the 2006 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts, or to operate the Visitor and Information Center; however, no part of these funds shall be spent on capital improvements.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: President
Sedro-Woolley Riding Club

Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2006, and shall expire on December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Sharon D. Dillon
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY RIDING CLUB

Bill Geiger
President

AGREEMENT

This Agreement, entered into this 11th day of January, 2006, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Skagit Valley Tulip Festival.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2006 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$500.00 from the 2006 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, however, no part of these funds shall be spent on capital improvements.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: Executive Director
Skagit Valley Tulip Festival
P. O. Box 1784
Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2006 and shall expire on December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Sharon D. Dillon
Mayor, City of Sedro-Woolley

SKAGIT VALLEY TULIP FESTIVAL

Executive Director

AGREEMENT

This Agreement, entered into this 11th day of January, 2006, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Volunteers of America Western Washington{Grantee}.

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1200.00 from the 2006 fiscal year budget.
2. Grantee shall use such funds to help pay for the cost of providing a Community Information Line Service to all residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, an such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: Volunteers of America
PO Box 839
Everett, WA 98206-0839

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2006, and shall expire on December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Sharon D. Dillon
Mayor, City of Sedro-Woolley

VOLUNTEERS OF AMERICA
WESTERN WASHINGTON

Thomas D. Robinson
CEO, Volunteers of America
Western Washington

AGREEMENT

This Agreement, entered into this 11th day of January, 2006, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit Domestic Violence & Sexual Assault Services, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$2,000.00 from the 2006 fiscal year budget.
2. Grantee shall use such funds to make available counseling, intervention, referral and residential services for battered persons and victims of rape who are residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity

shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 720 Murdock Street Sedro-Woolley, WA 98284
Grantee:	Executive Director/President Skagit Domestic Violence & Sexual Assault Services PO Box 301 2121-B East College Way Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2006, and shall expire on December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Sharon D. Dillon
Mayor, City of Sedro-Woolley

SKAGIT DOMESTIC VIOLENCE &
SEXUAL ASSAULT SERVICES

Executive Director

AGREEMENT

This Agreement, entered into this 11th day of January, 2006, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Loggerodeo, Inc.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2006 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$6,000.00 from the 2006 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts, or to operate the Visitor and Information Center; however, no part of these funds shall be spent on capital improvements.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: President
Loggerodeo, Inc.
P. O. Box 712
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2006 and shall expire on December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Sharon D. Dillon
Mayor, City of Sedro-Woolley

LOGGERODEO, INC.

President



October 12, 2005

The Honorable Sharon Dillon and City Council
City of Sedro-Woolley
720 Metcalf Street
Sedro-Woolley, WA 98284

Dear Mayor Dillon and Council Members:

Thank you so much for your continued strong support and cooperation on economic development projects and issues during 2005.

For the year 2006, EDASC is asking that our contract with the City of Sedro-Woolley be at the level of \$4,000.

The funding is used to carry out economic development services that include:

- ❖ Pro-actively market Sedro-Woolley to potential business and industry, including marketing specific sites and conducting tours;
- ❖ Work with Sedro-Woolley businesses on expansion projects and provide assistance in business retention efforts to maintain the employment base;
- ❖ Provide on-going, confidential business counseling and technical assistance to businesses in order to create jobs;
- ❖ Enroll businesses in EDASC's Procurement program which assists business in bidding on federal, state, and local, government contracts;
- ❖ Continue to seek resources to provide technical assistance to the Sedro-Woolley Latino business community;
- ❖ Prospect for trade development in the Sedro-Woolley area through local seminars and identify local manufacturers of products with export potential;
- ❖ Maintain an industrial site inventory for the Sedro-Woolley area that contains necessary information for potential businesses evaluating site locations.
- ❖ Provide administrative and marketing services for special economic development projects identified by EDASC or solicited by the community;
- ❖ Represent the region by on-going participation and cooperation with the Office of Trade and Economic Development;

Mayor Dillon and Council Members
Page 2
October 12, 2005

- ❖ Establish and coordinate workshops and seminars associated with business development, business retention, and international trade;
- ❖ Continue to assist companies in securing various business incentives;

We appreciate your consideration of this matter.

Again, thank you so much for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to be "Don Wick", written in a cursive style.

Don Wick
Executive Director

Cc: Patsy Nelson

**AGREEMENT
BETWEEN
ECONOMIC DEVELOPMENT ASSOCIATION OF SKAGIT COUNTY
AND
CITY OF SEDRO-WOOLLEY**

THIS AGREEMENT made and entered into this ___ day of _____, 20___, by and between the City of Sedro-Woolley (hereinafter referred to as the City) and the Economic Development Association of Skagit County (EDASC) (hereinafter referred to as Provider) WITNESSES THAT:

WHEREAS, the City received significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues, and

WHEREAS, the City does not have the expertise or resources to adequately promote economic investment, and

WHEREAS, the provider is a nonprofit organization formed for the express purpose of promoting and attracting new business, expanding existing business and enhancing trade opportunities for all of Skagit County, and

WHEREAS, the Scope of Work included in this contract is consistent with the purpose and state law, and

WHEREAS, the City and the Provider are desirous of entering into a contract to formalize their relationship.

1. Services to be Provided by the Parties:

- a. The Provider shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work.
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

2. Scope of Work:

The Provider shall:

- a. Pro-actively market Sedro-Woolley to potential business and industry.
- b. Provide administrative and marketing services for special development projects identified by EDASC or solicited by the community, Sedro-Woolley or local associations.
- c. Establish and coordinate services, workshops, seminars and technical assistance associated with business development, business retention and international trade.

d. Work with Sedro-Woolley businesses on expanding employment base and on business retention efforts.

e. Maintain an industrial site inventory for Sedro-Woolley that contains necessary information for potential businesses evaluating site locations.

3. Time of Performance:

All activities described under Scope of Work shall be conducted over the course of the current budget year, January 1, 2006 through December 31, 2006.

4. Consideration:

As consideration for services provided, as specified in paragraph 2, the City will reimburse the Provider the sum of \$2,000.00.

5. Relationship:

The City and Provider intend that an independent contractual relationship be created by this contract. Provider is not considered to be an employee of the City for any purpose and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including, but not limited to, health insurance, sick or annual leave, or workers compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that Provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

6. Suspension, Termination, and Close Out:

If the Provider fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed hereunder.

8. Assignability:

The Provider shall not assign any interest on this contract, and shall not transfer any interest on the contract (whether by assignment or novation), without prior written consent of the City.

9. Reports and Information:

The Provider, at such times as and in such form as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work of services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

10. Compliance With Local Laws:

The Provider shall comply with all applicable laws, ordinances, and codes of the state and local government and the Provider shall hold and save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

11. Audits and Inspections:

The City or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the contract by whatever legal and reasonable means are deemed expedient by the City.

12. Hold Harmless:

The Provider agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Provider's and its agents' negligent performance of work associated with this agreement.

This agreement contains all terms and conditions agreed to by the City and the Provider.

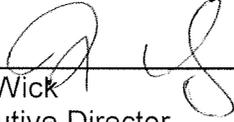
IN WITNESS WHEREOF, the City and the Provider have executed this contract agreement as of the date and year last written below:

CITY OF SEDRO-WOOLLEY:

Sharon Dillon
Mayor of Sedro-Woolley

Date

**ECONOMIC DEVELOPMENT ASSOCIATION
OF SKAGIT COUNTY:**



Don Wick
Executive Director

10-12-05

Date

ATTEST:

City Clerk

AGREEMENT

This Agreement, entered into this 11th day of January, 2006, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and the Sedro-Woolley Chamber of Commerce, (Grantee.)

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2006 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$8,500.00 from the 2006 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, an such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: Executive Director/President
Sedro-Woolley Chamber of Commerce
714 - B Metcalf Street
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2006, and shall expire on December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Sharon D. Dillon
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY CHAMBER
OF COMMERCE

Executive Director

AGREEMENT

This Agreement, entered into this 11th day of January, 2006, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit County Community Action Agency, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding by the City; and

WHEREAS, City desires to provide proceeds from the 2006 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$5,000.00 from the 2006 fiscal year budget.
2. Grantee shall use such funds to provide and maintain services to low income residents of the City, consisting of energy assistance, emergency food and shelter, health and other social services as necessary, within budget limitations.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: Skagit County Community Action Agency
330 Pacific Place/P.O. Box 1507
Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2006, and shall expire on December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Sharon D. Dillon
Mayor, City of Sedro-Woolley

SKAGIT COUNTY COMMUNITY
ACTION AGENCY

Executive Director

AGREEMENT

This Agreement, entered into this 11th day of January, 2006, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Farmers Market, a non-profit corporation.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2006 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1,500.00 from the 2006 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley; however, no part of these funds shall be spent on capital improvements.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: _____
Sedro-Woolley Farmers Market

Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2006, and shall expire on December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Sharon D. Dillon
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY FARMERS MARKET

By _____
President

AGREEMENT

This Agreement, entered into this 11th day of January, 2006, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Museum.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2006 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$2,000.00 from the 2006 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley; or for the production of special events with visitor appeal, however, no part of these funds shall be spent on capital improvements.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor
720 Murdock Street
Sedro-Woolley, WA 98284

Grantee: Carolyn Freeman, President
Sedro-Woolley Museum
725 Murdock Street
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2006, and shall expire on December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

City Clerk

Sharon D. Dillon
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY MUSEUM

By _____
President

Skagit County Senior Services

August 9, 2005

The Honorable Sharon Dillon
Mayor of the City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

Dear Mayor Dillon:

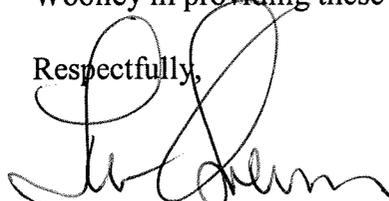
Services to older people of the Sedro-Woolley community have increased significantly over the past few years. You can be proud of the diverse programs and services you help provide to our growing Senior Citizen population. These include increased home delivered meals and meals served at the Senior Center, more visits and assistance to homebound seniors by outreach workers, increased Retired Senior Volunteer service and an expanding Senior Center program.

In formulating our year 2006 budget for Senior Services, we respectfully request a three percent increase in the cash contribution from the City of Sedro-Woolley. This would amount to a cash contribution of \$18,350 for the provision of services in the year 2006.

Attached you will find two copies of the 2006 Sedro-Woolley City Contract with Skagit County Senior Services. This contract outlines specific levels of services, funding and payment procedures. We would be more than willing to review this information with you at your convenience. If this contract is acceptable, please sign both copies and return to us for final signatures. We will forward an executed copy to you.

Once again, I'd like to personally thank the City of Sedro-Woolley for your continued generous support of community-based programs for senior citizens. We would also like to acknowledge and thank the City of Sedro-Woolley for your outstanding efforts to maintain and support the Sedro-Woolley Senior Center facility. We are proud to be partners with the City of Sedro-Woolley in providing these quality services.

Respectfully,



Tim Holloran, Director

Enclosures (2)

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, SUITE 100
MOUNT VERNON, WA 98273

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
THE CITY OF SEDRO-WOOLLEY

PROVISION OF SENIOR SERVICES
Calendar Year 2006

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County has operated a **Senior Services Department**, and in connection therewith employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to Senior Citizens. For the purpose of this Contract, a Senior Citizen will be defined as any person 55 years of age or older. As a result of other contractual agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an agreement whereby the County will furnish to the City certain administrative and professional services and the City will pay for the services so performed. This contract is general in nature and reflects the broad responsibilities the County has for the provision of services to the Senior Citizen. Attached to this contract and incorporated by reference is an addendum relating the specific

responsibilities of the County and the City to make provisions for the delivery of services to the Senior Program.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this agreement, the County will furnish administrative and professional services to the City; said services to consist primarily of the following:

PROGRAM SERVICES FOR SENIOR CITIZENS

A. Nutritional Services

1. Congregate meals: hot, nutritionally balanced noon-time meals are served at the Senior Centers.
2. Home-delivered meals: Senior Citizens over the age of 60 who are homebound and unable to prepare meals for themselves or attend Senior Centers may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound Senior Citizens weekdays.

The meal delivery can be a temporary or an on- going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service. Periodic reassessments are conducted to re-evaluate need.

3. Liquid food supplements are available to seniors with special nutritional needs.

B. Senior Center

The County provides comprehensive Senior Service programs at community focal points identified as Community/Senior Centers. The Center Coordinator shall coordinate social and health care services for Senior Citizens (Nutrition, Transportation, Retired Senior Volunteer Program, Health Screens, etc.) as well as develop a program of social and recreational activities, including special events and trips. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local Senior Citizens in the formulation of programs.

C. Retired Senior Volunteer Program (RSVP)

RSVP provides the Senior Citizen over 55 years of age the opportunity to contribute their special abilities and expertise to the community. These individuals are placed at qualified stations throughout Skagit County. Various nonprofit and municipal organizations in the community will benefit from these volunteers' services. The RSVP program provides training, insurance coverage, and limited reimbursement for volunteer mileage and meal costs incurred during service.

D. Coordination and Delivery of Supportive Services

The County provides the Senior Citizen with technical assistance in obtaining various human care and economic relief services. The Information and Assistance / Case Management office, through its trained staff, refers and coordinates the provision of these services to the Senior Citizen. These programs currently include legal services, social security information, tax relief, home winterization, chore services, foot care, blood pressure clinics, Medicaid and Medicare assistance, Transportation, among others.

E. Utilization of Media

Local media and websites will be utilized to inform the Seniors of activities and services provided by the County. Senior Services staff will provide weekly announcements to the local newspapers and radio stations.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2006 through December 31, 2006.

4. MANNER OF FINANCING: The City shall pay for the services provided for this agreement the sum of eighteen thousand three hundred and fifty dollars (\$18,350.00). One fourth of the amount shall be due at the end of each quarter, that is March 31, June 30, September 30, December 31, 2006, and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at the first quarter as desired by the City.

5. ADMINISTRATION: Senior programs will function according to policies and procedures of Skagit County and in accordance with the Federal guidelines for Older Americans Act and Senior Citizen Service Act grants. These policies, guidelines and budgets will be monitored and evaluated by County Administrative staff. The County will provide supervisory and general staff to conduct and coordinate comprehensive Senior Services. Inasmuch as with the signing of this intergovernmental contract, the delivery of programs to senior citizens is a function of the County, managed by the Department of Senior Services.

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Director of Senior Services and the Senior Center Coordinator..

5.2 The City's representative shall be _____ and _____.

6. OPERATIONS: The County will be responsible for all related operational expenses associated in providing direct senior services as outlined in this contract. The City will provide an appropriate site for the delivery of Senior Center Services. Sites will be obtained through facility donations, building rental or acquisition. The City will be responsible for all costs associated with the facility maintenance, utilities, repairs and custodial services to appropriate levels as determined by the City. The County will ensure that the site is maintained at a reasonable level of upkeep during normal, daily operations of the Senior Center. The County will be responsible for all costs incurred relating to the Senior Center telephone service.

7. NO SUBLETTING: The County shall not rent or sublet the Sedro-Woolley Senior Center to third parties without consent of the City. Any lease or rental payments shall be payable to the City of Sedro-Woolley and deposited in the City general fund.

8. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

9. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party

harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

10. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided that no party hereto may assign the terms as obligation of this Agreement without the prior consent of the other party, which consent shall not be reasonable delayed or withheld.

14. OTHER PROVISIONS:

A. Reports

Senior Service reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in Senior Service Programs. The statistical information included in this report will define hours and/or units of service provided to the Seniors and the cost for service provision. Annual reports will contain program narratives describing Senior Citizen Services.

B. Program Evaluation

1. Evaluation Committee - A committee of the two designated representatives from the City and the County shall meet annually to evaluate the existing program services. This committee shall make recommendations to the City and the County for the modification of Senior Services specified in the attached addendum.
3. Audit - The City may audit the records to assure that it will receive full value in services for the consideration of services recited herein.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____,
_____.

CITY OF SEDRO-WOOLLEY

Sharon D. Dillon

Mayor Sharon Dillon

(Date 12-7-05)

Sharon D. Dillon

Print Name of Signatory

Mailing Address:
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Don Munks, Chairman

Ken Dahlstedt, Commissioner

Ted W. Anderson, Commissioner

For Agreements under \$5000

Gary Rowe, County Administrator
(Authorization per Resolution #R20030146)

Recommended:

By: Tim Holloran
Tim Holloran, Department Head

By: _____
Trisha Logue, Budget & Finance Director

Approved as to Indemnification:

By: _____
Billie Kadmas, Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

Attest:

By: _____
JoAnne Giesbrecht, Clerk of the Board

CONTRACT ADDENDUM
PROVISION OF SENIOR SERVICES FOR
THE SEDRO-WOOLLEY SENIOR CENTER
COMMENCING JANUARY 1, 2006 - ENDING DECEMBER 31, 2006

PROGRAM SERVICES

1. NUTRITION

Skagit County Nutrition Project
315 South Third Street
Mount Vernon, WA 98273
Phone: (360) 336-9315

Sedro-Woolley Senior Center
715 Pacific Street
Sedro-Woolley, WA 98284
Phone: (360) 855-1531

Operating Hours: Congregate - M - F 12:00 noon
Home-Delivered – M - F 12:00 noon (frozen weekend meal available)

Congregate Meals: Nutritionally balanced meals for senior citizens 60 years of age and older are served at 12:00 noon at the senior centers. Participants are requested to reserve their meals in advance and to indicate any special requests for diabetic dessert option.

Estimated total congregate meals per year countywide: 26,000

Home-Delivered Meals: Senior citizens over the age of 60 who are unable to prepare nutritionally adequate meals for themselves and whom are homebound and unable to attend a Senior Center may have noon-time meals delivered to their homes. A staff member from the Skagit Nutrition Project makes an initial home visit to assess program eligibility of the homebound senior citizen, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual reassessments are conducted to re-evaluate eligibility. Frozen meals are available for weekends, holidays, and special requests.

Estimated total home-delivered meals per year countywide: 56,000.

Liquid Meal Supplement: The Skagit Nutrition Project has Ensure Plus available at the Skagit County Senior Centers, which is available to senior citizens. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions can be kept on file with the nutrition program and must be renewed every 6 months.

Estimated total liquid food supplement meals distributed per year countywide: 18,400.

2. ADMINISTRATION and SENIOR CENTER

Skagit County Senior Services
315 South Third Street
Mount Vernon, WA 98273
Phone: (360) 336-9315

Sedro-Woolley Senior Center
715 Pacific Street
Sedro-Woolley, WA
Phone: (360) 855-1531

Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

Senior Center serves as a community focal point where Senior Citizens can conveniently access services and activities which support their independence, enhance their dignity and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Senior Services programs will take place within and emanate from this facility.

Estimated total senior visits per year 22,088.
Estimated total senior health screen participants 450.
Estimated total senior program participants 18,500.

3. **RETIRED SENIOR VOLUNTEER PROGRAM**

Skagit County Retired Senior Volunteer Program
315 South Third Street
Mount Vernon, WA 98273
Phone: 336-9315

Operating Hours: Monday - Friday 8:00 a.m. - 4:00 p.m.

This program offers meaningful volunteer opportunities for persons age 55 and older to serve in a variety of public and non-profit organizations throughout Skagit County. The program provides training, placement, insurance coverage, and limited mileage and meal reimbursement. Gas coupon reimbursement is also utilized.

Estimated active volunteers per year 235.
Estimated number volunteer stations 19.
Estimated RSVP hours per year 40,000.
Estimated RSVP reimbursement per year \$7,200.00.

4. **SKAGIT INFORMATION AND ASSISTANCE/CASE MANAGEMENT**

Northwest Regional Council
Skagit Information and Assistance/Case Management
315 South Third Street
Mount Vernon, WA 98273
Phone: (360) 336-9345

Operating Hours: Monday - Friday 8:00 a.m. - 5:00 p.m.

This program offers information, assistance and case management referrals for clients. Information and Assistance services include specific information on various programs available in Skagit County being provided upon request to client, client's family or client representative. Assistance includes providing referrals to other agency or community services on behalf of the client. Case management services include ongoing assessment of needs, care plan development and monitoring of care plan implementation.

Countywide information contacts 3,750.
Countywide assistance 3,560 contacts for 375 clients.
Countywide case management – 470/month client caseload.

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 11 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 39

CITY OF SEDRO-WOOLLEY
RECEIVED ON

JAN 04 2006

Time: _____
Initials: _____

January 02, 2006
From Cub Scout Pack 4067

To the Mayor of Sedro-Woolley

Cub Scout Pack 4067 requests the use of the Sedro-Woolley Community Center for a reduced fee rate on Saturday February 4, 2006 for our annual Pine Wood Derby race. Cub Scout Pack 4067 is a nonprofit organization servicing 1-5th grade boys through out the Sedro-Woolley School District. Any reduction in the Community Center usage fee would greatly benefit our program. The races are scheduled to start at 10:00 AM and last until 1:30 PM on Saturday February 4, 2006. You are welcome to attend.

Sincerely,



Dan J Long
Cub Master Pack 67
Ph# 854-0148

CITY COUNCIL AGENDA
REGULAR MEETING

CITY OF SEDRO-WOOLLEY
RECEIVED ON

JAN 04 2006

Time: _____
Initials: _____

January 02, 2006
From Cub Scout Pack 4067

JAN 11 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 36

To Mayor of Sedro-Woolley

Cub Scout Pack 4067 would like to request to use the Sedro Woolley River Front Park Covered Group Picnic Area at the reduced fee rate on Thursday, June 15, 2006 for our annual End of year picnic and Rain Gutter Regatta race. Cub Scout Pack 4067 is a nonprofit organization servicing 1-5th grade boys through out the Sedro-Woolley School District. Any reduction in the Group Picnic Area usage fee would greatly benefit our program. The Picnic is scheduled to start at 5:00 PM and last until 8:30 PM on Thursday June 15, 2006. You are welcome to attend.

Sincerely



Dan J Long
Cub Master Pack 67
Ph# 854-0148



PETER BROWNING, DIRECTOR
HOWARD LEIBRAND, HEALTH OFFICER

700 SOUTH SECOND STREET #301, P.O. BOX 91071, MOUNT VERNON, WA 98273-1071, TEL (360) 336-9380

FAX (360) 336-9401

CITY COUNCIL AGENDA
REGULAR MEETING

January 3, 2006

JAN 11 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 31

Mayor Sharon Dillon
City of Sedro Woolley
720 Murdock Street
Sedro Woolley, WA 98284

Dear Mayor Dillon,

Enclosed is the Skagit County Public Health Department's application to use the Community Center March 23, 2006 in order to provide a Septics 101 Clinic that evening from 7 to 9 p.m. I request you waive the rental fee since the Septics class is provided as a public service and is free of charge. Also enclosed is a flyer similar to the one that we will distribute to advertise the Septics 101 March 23.

Thank you for your consideration and opportunity to promote septic system care and maintenance at the Sedro Woolley Community Center. If you have any questions or need to contact me please call me directly at 360-419-3405.

Sincerely,

Steve Olsen
Environmental Health Specialist II

Steve Olsen

~~11/9/05~~

1/03/06

NAME TODAY'S DATE

SKAGIT CO. PUBLIC HEALTH DEPT

GROUP/ORGANIZATION/EVENT COMMUNITY CENTER REPRESENTATIVE

700 SOUTH 2nd ST #301 WA MV WA 98273

ADDRESS STATE ZIP PHONE

360 336-9380 x3407

I, Steve Olsen, CERTIFY UNDER PENALTY OF PERJURY THAT THE ADDRESS GIVEN IS CORRECT AND INSIDE OUTSIDE OF THE CITY LIMITS OF THE CITY OF SEDRO-WOOLLEY.

Please note attached

RENT CHARGE

No alcohol, live music or dancing

- \$ 100.00 Resident Monday through Thursday
- \$ 150.00 Resident Friday through Sunday
- \$ 250.00 Non-Resident Monday through Thursday
- \$ 300.00 Non-Resident Friday through Sunday

Alcohol, live music or dancing

- \$ 250.00 Resident Monday through Thursday
- \$ 300.00 Resident Friday through Sunday
- \$ 400.00 Non-Resident Monday through Thursday
- \$ 500.00 Non-Resident Friday through Sunday

Kitchen Use

Stove Use

\$ 25.00 (Please check if using)

MINIMUM USE FEE/NO KITCHEN \$ 25.00

MINIMUM USE FEE/KITCHEN \$ 50.00

TOTAL RENT

RECEIPT NO.

DEPOSIT CHARGE

- \$ 2,000.00 if alcohol is served or permitted
- \$ 2,000.00 if dancing or live music is permitted
- \$ 100.00 if alcohol, dancing and live music not permitted

TOTAL DEPOSIT

RECEIPT NO.

BOND FILED

TOTAL SECURITY

RECEIPT NO.

TO BE FILLED OUT IF RENTER (S) ARE HAVING ALCOHOL, LIVE MUSIC OR DANCING

Renter's Initials

Date

Initials

Police Dept. Date

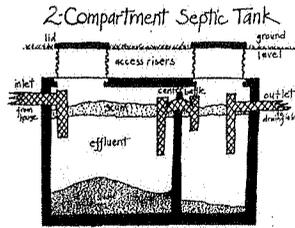
Alcohol	_____	_____	_____	_____
Live Music	_____	_____	_____	_____
Dancing	_____	_____	_____	_____
Police Officers	_____	_____	_____	_____

MARCH 23, 2006

6:00 P.M. TO 9:30 P.M.

RENTAL DATE

Septics 101



Learn How Your Septic System Works And How to Take Care of It

Presented by The Skagit County Health Department

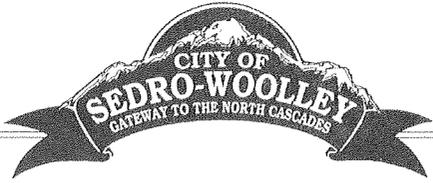
The purpose of the **FREE** Septics Clinic is to inform homeowners about how septic systems work, how to monitor their function, and how to maintain them in order to prevent problems. In addition each clinic provides information about composting and hazardous waste disposal options.

Next Clinics

Friday, January 20, 2006, 1:00-3:00 p.m.
Skagit PUD Aqua Hearing Room
1415 Freeway Drive, Mount Vernon.

Thursday, February 16, 2006, 7:00-9:00 p.m.
Samish Island Community Center
11292 Blue Heron Road, Samish Island (Bow)

Pre-registration is recommended for Septics 101. You can also request a copy of your septic system "As-Built", a map drawn by the septic system designer at the time of the system's completion after installation. It will be provided if available. To register, or for further information, contact the Skagit County Health Department at **360-336-9380**.



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 11 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 4

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

NEW BUSINESS

CITY OF SEDRO-WOOLLEY

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-1661

Memorandum

**CITY COUNCIL AGENDA
REGULAR MEETING**

JAN 11 2006

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

To: Mayor and City Council
From: Staff / PMH
Date: 1/5/2006
Re: 2005 UGA Boundary Amendments

The purpose of this memo is to update the City Council on the status of the proposed 2005 UGA boundary amendment proposals which the City of Sedro-Woolley sent to Skagit County.

A decision by the Western Washington Growth Management Hearing Board, Futurewise v. Skagit County, WWGMHB Case No. 05-2-0012 (9/21/05) denied a 2004 addition to Mount Vernon's UGA boundary because a need for the inclusion of additional lands into the UGA was not demonstrated based on population allocations.

Skagit County concluded that additions to UGA will need to meet the standard of this case, and essentially sidelined all the requests for municipal UGA boundary amendments which would have added new lands to the UGA for residential development. The County is recommending denial of both city and private requests this year.

The County is proposing to work with cities to develop procedures and criteria for UGA boundary amendments in 2006. After these standards are adopted, the County would expect to process new requests for additional lands in the UGA that meet the proposed criteria.

The City of Sedro-Woolley requested that two small areas in the floodway, consisting of about 14 acres, be removed from the UGA. These requests are being supported by Skagit County.

For the most part, the County decision does not affect City plans. Several private developers will be aggrieved by the County plan. These parties may appeal the final decision of the County to the GMA Hearing Board. The City staff does not plan to spend City funds opposing nor supporting these private requests.

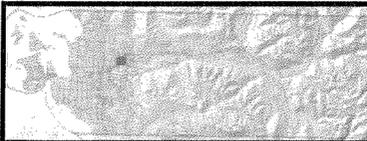
The County decision has three (3) impacts on the City that the Council should know about:

1. The City is aggrieved in that one of the proposed amendments which the County declines to support is the inclusion of five (5) acres owned by the City between Cook Road and SR 20, West of Brickyard Creek. This property is sought to be included in the City UGA for purposes of developing an arterial street and utility corridor, and a wetlands area along Brickyard Creek. This parcel is need for

transportation infrastructure, and has nothing to do with residential lands capacity. Inclusion of this parcel is important to the long range development of our transportation network. The City staff intends to pursue the inclusion of this parcel in the UGA.

2. In order to develop a population / lands capacity analysis that will support the inclusion of any significant acreage into the UGA, the City will have to hire an outside consultant to do a lot of work in 2006 and 2007. Even if we spend the money, the study is unlikely to show a need for additional residential lands until the sanitary sewer moratorium is lifted, and our reserve residential land is further developed. Therefore, it would probably be a waste of money to do the study until 2008 or 2010. This may delay additional to the UGA until then.

3. Finally, before the City spends money to justify the expansion of the UGA, the City Planning Commission and City Council need to decide if that is something they want to support. It may be that the better policy would be to not seek a larger UGA, and focus on development of the lands within the present UGA, perhaps coupled with a farmlands preservation program. We have several alternatives to increasing the UGA. Staff would like to hear the Council discuss this matter further.



City of Sedro-Woolley
 Rural Reserve (RRV) to Sedro-Woolley UGA (Public)

Request Number
 CPA05-102

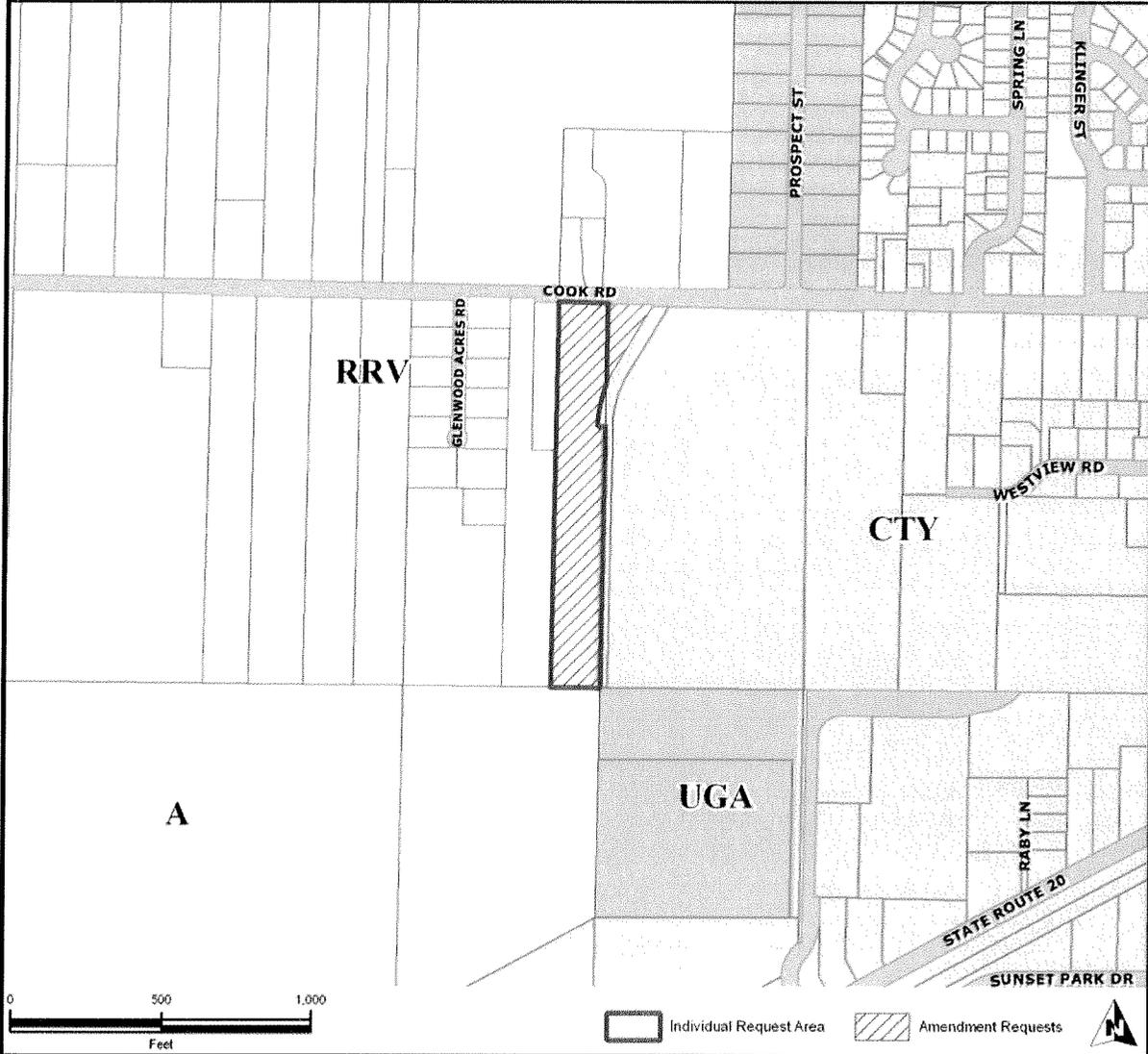
General Location

Summary:

City initiated request to include 4.3 acre parcel in Sedro-Woolley UGA in the urban "Public" zone for future street extension and utility corridor.

Recommendation:

Recommend denial. Refer to joint city-county UGA transportation interlocal agreement process for further review and consideration.



City Property



PLANNING & DEVELOPMENT SERVICES

GARY R. CHRISTENSEN, AICP, DIRECTOR

OSCAR GRAHAM, DEPUTY DIRECTOR

PATTI CHAMBERS
Administrative Coordinator

BILL DOWE, CBO
Building Official

MEMORANDUM

To: Board of County Commissioners
From: Kirk Johnson and Guy McNally
Date: November 14, 2005
Re: Review and Discussion of Citizen-Initiated Map Amendments through the 2005 GMA Update

Executive Summary:

An important element of the 2005 GMA Update is review of the Comprehensive Plan/Zoning Map. The Department received 106 map amendment requests from citizens, cities and towns by last fall's deadlines. These proposals will be referred to here as "citizen-initiated amendment requests." The requests have been reviewed by Department staff based on the Comprehensive Plan policies and designation criteria proposed for adoption through the 2005 Update. (There are very few recommended changes in those designation criteria from the current Comprehensive Plan.)

The Department is recommending approval of **23 of the 106** citizen-initiated map amendment requests. Amendments recommended for approval have been placed on a draft "Preferred Alternative" map, along with certain other proposed changes that have originated with the Department or various Natural Resource Land advisory bodies. Citizen-initiated amendments not recommended for approval will still move through the public review and comment process, as part of a "Non-Preferred Alternative" map.

All recommendations are preliminary and may change through the course of review by the Planning Commission and Board of County Commissioners (Board).

The Department will present these recommendations to the Board on Monday, November 14, along with a report summarizing each proposal and providing the Department's recommendation and a brief rationale. In early December, the Department will meet again with the Board to discuss any desired modifications to the recommendations prior to release of the map as part of the overall 2005 GMA Update proposal in January, 2006. We expect the entire review and adoption process to be completed by June, 2006.

The Department's recommendations on the citizen-initiated amendment requests may be summarized as follows. The tables on pages 3 and 4 present similar information.

Urban Growth Area (UGA) Requests:

Received: 35

Recommended for approval: 3

Generally, the Department recommends denial of proposals to expand UGAs at this time, to allow more comprehensive consideration of UGA boundaries in 2006. Many of the expansion proposals would affect lands designated Agriculture-NRL and located in the flood plain. The recent Western Washington Growth Management Hearings Board (Hearings Board) ruling in *Futurewise v. Skagit County* (Case No. 05-2-0012), points to the need for more detailed standards and more thorough documentation of the need for UGA expansions. Two of the three proposals recommended for approval would remove small areas from the Sedro-Woolley UGA that the Department believes were originally mis-designated.

Rural Designation Requests (including requests to move from a Natural Resource Land, Urban, or other Rural designation)

Received: 53

Recommended for approval: 11

The most requested Rural designations are Rural Intermediate and Rural Reserve. In the Department's judgment, very few of these requests meet the designation criteria (one and two, respectively). The Department is pleased to recommend approval of seven rural commercial or industrial requests. These recommendations are enabled by proposed changes in certain Countywide Planning Policies that should remove a prior barrier to such designations.

Natural Resource Land Requests (from Rural, other Natural Resource Land, or Urban designations)

Received: 15

Recommended for approval: 10

The most requested Natural Resource Land designation is Mineral Resource Overlay (MRO). The Department recommends approval of all nine of the MRO requests, based in part on the new mineral resource analysis which supports a significant expansion of the MRO countywide.

Natural Resource Land De-Designation Requests (from a NRL designation to a non-NRL designation)

Received: 41

Recommended for approval: 8

The largest category of Natural Resource Land de-designation requests is from Ag-NRL, and many of those subject properties are proposed to be added to UGAs. The Department recommends approval of very few of the NRL de-designation requests overall, because of the high threshold in the Comprehensive Plan and GMA for taking land out of an NRL category once it is so designated.

* * *

**Skagit County
 2005
 Citizen-Initiated Comprehensive Plan Land Use Map Amendment Requests**

<i>Requested Zoning</i>	<i>Number of Applications</i>
UGA Designation (from Rural to UGA)	29
• Anacortes	2
• Bayview Ridge	2
• Burlington	6
• Hamilton	1
• La Connor	1
• Mount Vernon	9
• Sedro-Woolley	7
• Swinomish	1
UGA De-designation (from UGA to Rural)	6
• Mount Vernon	3
• Sedro-Woolley	3
Master Planned Resort (MPR)	2
Rural Freeway Service (RFS)	3
Rural Business (RB)	4
Cottage Industry/Small-Scale Business (CSB)	1
Small-Scale Recreation & Tourism (SRT)	1
Rural Village Commercial (RVC)	3
Rural Village Residential (RVR)	8
Rural Intermediate (RI)	14
Rural Reserve (RRv)	15
Natural Resource Industrial (NRI)	1
Mineral Resource Overlay (MRO)	
• Designate MRO	9*
• De-designate MRO	5*
Secondary Forest (SF-NRL)	6
Open Space of Statewide or Regional Significance (OSRSI)	2
TOTAL	106

*MRO proposals may be incorporated with certain other land use redesignation proposals thus appearing to alter the total number of applications. Total number of applications is 106.

Rural Designation Requests

From other Rural, Natural Resource Land, or UGA designations

<i>Requested Zoning</i>	<i>No. of Applications</i>	<i>Recommended for Approval</i>
Master Planned Resort (MPR)	2	2
Rural Freeway Service (RFS)	3	0
Rural Business (RB)	4	1 ¹
Cottage Industry/Small-Scale Business (CSB)	1	1
Small-Scale Recreation & Tourism (SRT)	1	1
Rural Village Commercial (RVC)	3	2 ²
Rural Village Residential (RVR) ³	8	0
Rural Intermediate (RI)	14	1
Rural Reserve (RRv)	15	2
Open Space of Statewide or Regional Significance (OSRSI)	2	1

¹ Existing RB designation would be transferred to adjacent property with same owner to accommodate SR 20 widening.

² Both are within existing Rural Village outer boundaries.

³ All proposals would expand Rural Village outer boundaries.

Natural Resource Land Designation Requests

From Rural, other Natural Resource Land, or Urban designations

<i>Requested Designation</i>	<i>No. of Applications</i>	<i>Recommended for Approval</i>
Agriculture-NRL (Ag-NRL)	0	0
Mineral Resource Overlay (MRO)	9	9
Industrial Forest-NRL (IF-NRL)	0	0
Secondary Forest-NRL (SF-NRL) ¹	6	1
Rural Resource-NRL (RRc-NRL)	0	0

¹ All from Industrial Forest-NRL.

Natural Resource Land De-Designation Requests

From NRL to Non-NRL designations

<i>Requesting De-Designation from:</i>	<i>No. of Applications</i>	<i>Recommended for Approval</i>
Rural Resource – NRL (RRc-NRL)	9	2
Agriculture-NRL (Ag-NRL)	20	3
Industrial Forest-NRL (IF-NRL)	2	0
Secondary Forest-NRL (SF-NRL)	6	0
Mineral Resource Overlay (MRO)	4	3

Note: Total of all proposals may not equal 106 due to possible overlaps and gaps in table categories.

Report and Analysis

One of the significant elements of the 2005 GMA Update is a renewed look at the Comprehensive Plan/Zoning Map. As with plan policies and development regulations, the goal of this review is to ensure that the land use map addresses local needs and circumstances, is consistent with new population and other land use data, and keeps pace with changes to GMA and other applicable laws since the last major Comprehensive Plan update in 2000.

The public was invited to assist in the map review by suggesting amendments they felt were consistent with the goals of the overall Comprehensive Plan review process. For proposed amendments to be considered in a timely manner, the County required Comprehensive Plan Map Amendment requests to be submitted by September, 15, 2004, if proposing a change to a city urban growth area boundary, or by November 15, 2004 for all other policy and map amendment proposals.

Proposed Urban Growth Area (UGA) mapping changes were coordinated with the incorporated cities and towns. Each city or town reviewed the proposals that would affect their UGA boundaries, and then forwarded a recommendation to the County.

Planning and Development Services received 106 Citizen-Initiated Comprehensive Plan/Zoning Map Amendment (CPA) applications by the deadlines established for the 2005 GMA Update.

The Department performed an initial review of the proposals following their receipt. However, recommendations were not finalized until after the Growth Management Act Update and Public Outreach Steering Committee had finished its work reviewing Comprehensive Plan land use policies and designation criteria. It was also important to receive the mapping recommendations of the Agricultural Advisory Board (AAB), the Forest Advisory Board (FAB), and the Mineral Resource Overlay review process, to compare against citizen-initiated map proposals affecting natural resource lands.

Review and Evaluation Criteria

Department staff reviewed each citizen-initiated map amendment for consistency with the appropriate Comprehensive Plan land use designation criteria, including any amendments recommended by the GMA Update Steering Committee that would affect land use designation criteria. The Department has recommended approval of amendment proposals that are consistent with:

1. The adopted Skagit County Comprehensive Plan;
2. The County's overall work program obligations and its GMA implementation strategy; and
3. Statutory GMA requirements.

Amendment proposals receiving a positive recommendation have been placed on a map representing the County's "Preferred Map Alternative." Those recommendations are, of course, subject to Board of County Commissioner approval prior to public release. Also on the Preferred Map Alternative are recommended Natural Resource Lands map amendments and County-initiated map proposals, as generated by the Department and various Natural Resource Lands advisory bodies.

Citizen-initiated map amendments not placed on the Preferred Map Alternative will still move forward for review under the State Environmental Policy Act (SEPA), and for public review and comment, as part of a “Non-Preferred Map Alternative.” The Department has reviewed these proposals and found them not to be consistent with the consideration factors listed above. Nonetheless, supporters of these proposals will have an opportunity to make their case before the Planning Commission and, through the public record, the Board.

It is important to note that all recommendations – whether to place proposals in the Preferred or Not-Preferred categories – are preliminary at this time. Recommendations are subject to change based on continued Department review, Board direction, and new information brought to light through SEPA review and the public review and comment periods.

As discussed with the Board recently, the Department expects to release the entire 2005 GMA Update proposal – including the Comprehensive Plan, Development Regulations, and Land Use Map – in January, 2006. Public review and Planning Commission hearings and deliberation will take place during winter and spring of 2006, with final action by the Board anticipated by June, 2006.

Department Recommendations

Urban Lands

* [Proposals to modify Urban Growth Area (UGA) boundaries were first considered by the respective cities and towns, prior to being forwarded to the County with a recommendation from the city or town by November 15, 2004. Thirty-five of the 106 proposed map amendments affect UGAs — 29 requests to expand UGAs and 6 requests to convert existing UGA parcels to rural zoning. Almost all of the proposed UGA map amendments lack sufficient supporting land capacity analysis to determine whether the requested expansion is necessary at this time. Such documentation is especially important given the recent *Futurewise v. Skagit County* decision, in which the Western Washington Growth Management Hearings Board (Hearings Board) found the addition of property to the Mount Vernon UGA to be non-compliant due to a lack of sufficient documentation of need (WWGMHB Case No. 05-2-0012, September 21, 2005).

The Department recommends that all but three UGA map amendment requests be denied at this time. While several of the proposals may have merit, it would be better to take them up in the County’s 2006 Comprehensive Plan Amendment process. This would allow the cities and towns to complete their own 2005 GMA Updates, including the completion of land capacity analyses.

The Department is recommending approval of the UGA expansion requested by the Town of La Connor. This proposal only addresses existing public facilities, including the town’s sewer and storm water treatment facilities, its public works yard, and a regional fire hall. The land on which it is located does not meet the Ag-NRL designation criteria. The other two requests recommended for approval are two City of Sedro-Woolley UGA de-designation requests. The original placement of these properties in the Sedro-Woolley UGA resulted from improper application of designation criteria, therefore capacity analysis is not required to remove them at this time.

The following additional information should also be available in time for the County's consideration of UGA amendments through its 2006 Comprehensive Plan Amendment process:

1. The County intends to develop, with the cities and towns, a more detailed set of procedures, criteria, and documentation requirements for proposals to amend UGA boundaries. This work will take place during the first half of 2006, and will facilitate the review of UGA amendment proposals processed as part of the 2006 annual Comprehensive Plan amendment cycle.
2. The Department also recommends, contingent on the availability of funding, that the County study the status of the local agricultural sector, including threats to its economic viability. One aspect of this study would be a review of agricultural land needs and utilization, which would help the County to develop a comprehensive policy on the protection of designated agricultural lands on the urban fringe.

Rural Lands

Fifty three of the 106 citizen-initiated requests seek a Rural land use designation (including two requesting Open Space of Statewide/Regional Importance). **The Department is recommending approval of 11 of these requests through the 2005 GMA Update.**

The Department recommends approval of requests that are consistent with Comprehensive Plan land use designation criteria and GMA requirements, and those deemed subject to a mapping error in their original Comprehensive Plan designation. The Department has given close scrutiny to proposals to expand Rural Intermediate (RI) and Rural Village designations, as well as other County land use designations considered to be Limited Areas of More Intensive Rural Development (LAMIRDs) under the Comprehensive Plan. Recent Hearings Board decisions have emphasized the need to carefully document that these LAMIRD designations are consistent with the requirements of RCW 36.70A.070(5)(d). Certain proposals were not recommended for approval if the Department concluded they would be better addressed through a community planning process.

Resource Lands

Fifteen of the 106 citizen-initiated proposals request designation as a Natural Resource Land or Mineral Resource Overlay. Nine would designate parcels as Mineral Resource Overlay (MRO), and six would redesignate parcels from Industrial Forest (IF-NRL) to Secondary Forest (SF-NRL). **The Department is recommending approval of 10 of the Natural Resource Land redesignation requests.** The resource land redesignation proposals not recommended for approval were found to be inconsistent with:

- Skagit County Comprehensive Plan resource land policies and designation criteria
- Recommendations of the Forest Advisory board, Agricultural Advisory Board, or Mineral Resource Overlay review process.
- GMA statutes, and Hearings Board interpretations and directives.

Master Planned Resorts

Two of the 106 citizen-initiated requests are applications for Master Planned Resort (MPR) designations. Both have been granted a tentative recommendation for approval based on general consistency with the MPR designation criteria, provided that the applicants provide additional information as requested by the Department in a timely manner in advance of public release of the County's overall GMA Update proposal.

Individual Map Amendment Request Recommendations

Department recommendations on individual citizen-initiated map amendment requests follow. The one-page summaries include a map, a brief description of the proposal, the Department's recommendation, and the rationale for that recommendation. In developing its recommendations, the Department reviewed all of the documentation submitted with each proposal, as well as other data gathered through a variety of sources, including site visits, the Assessor's data base, and various GIS data sources.

CTED Competitive Grant to Develop a Framework for Analyzing UGA Modification Proposal

Goal: Define a joint framework for evaluating UGA boundary modification proposals

Actions:

1. Survey Comprehensive Plans and Countywide Planning Policies for Skagit County and other jurisdictions (including buildable lands counties) to identify relevant UGA designation requirements and amendment procedures.
2. Conduct interviews with city/town/county staff and other stakeholders to identify UGA boundary modification issues, procedures, and deficiencies.
3. Work with SCOG to define broad objectives that all UGA modification proposals should achieve, including
 - a transparent means of analysis (“show your work” test)
 - a standardized and easily reportable format
4. Define minimum requirements and criteria for future UGA modification proposals, including:
 - requirements for land capacity analysis
 - requirements for achieving “plan-level” concurrency
 - identification of reasonable efforts to encourage UGA infill
5. Identify a menu of alternative approaches or techniques that cities and towns (and other applicants) can use to meet the minimum criteria for analysis and documentation.
6. Identify the procedural requirements for the review of UGA boundary modification proposals, including city/town, county, SEPA, and GMA Steering Committee.
7. Develop draft recommendations for amendments to Skagit County Comprehensive Plan, Development Regulations and/or Countywide Planning Policies, and conduct outreach and review process.
8. Present final recommended amendments to the Board of County Commissioners and/or GMA Steering Committee for review and adoption.

Proposed Timeline:

Start date: January, 2006

End date: October, 2006 (with any proposed amendments to County Comprehensive Plan policies or development regulations to be processed through 2006 annual update cycle)

CITY OF SEDRO-WOOLLEY

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-0771

Memorandum

**CITY COUNCIL AGENDA
REGULAR MEETING**

JAN 11 2006

To: Mayor and City Council

From: STAFF *R. B. C.*

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

Date: 1/06/06

Re: Garden of Eden Sewer Project – Contract Total Amendment

Background

Previously, the contract amount was amended to \$1,656,795.06. Somewhere along the way, a mistake was made, which needs to be corrected. The amount of \$1,656,795.06 did not represent the true final amount for the project. Retainage held as security (required by bidding laws) was not included in that number, so we now need to increase the total contract amount by the amount of that retainage, which is \$80,505.11. Staff apologizes for this blunder.

The City is not allowed to release this retainage until this amendment to the contract total is made.

Recommended Action

Motion to increase the current contract limit of 1,656,795.06 by \$80,505.11, increasing the contract total to 1,737,300.17.

RJB:agc

Contractor's Registration No. (UBI No.) 600 335 529

Date 11/22/05

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

From:

Name & Address of Public Agency
City of Sedro Woolley 720 Murdock St Sedro Woolley, WA 98284

Department Use Only
Assigned To _____
Date Assigned _____

Notice is hereby given relative to the completion of contract or project described below

Description of Contract		Contract Number
Lift Station, Forcemain & Gravity Sewer		N/A
Contractor's Name		Telephone Number
TRICO		360-757-2373
Contractor's Address		
15066 Josh Wilson Road, P.O. Box 709, Burlington, WA 98233		
Date Work Commenced	Date Work Completed	Date Work Accepted
10/16/04	10/8/05	10/8/05
Surety or Bonding Company		
First Nationa Insurance Co. of America		
Agent's Address		
P.O. Box 34526, Seattle, WA 98124		

Contract Amount	\$ 1,507,076.00		
Additions	\$ + 103,026.10	Liquidated Damages	\$
Reductions	\$ -		
Sub-Total	\$ 1,610,102.10	Amount Disbursed	\$ 1,656,795.06
Amount of Sales Tax Paid at <u>7.9 %</u>	\$ 127,198.07	Amount Retained	\$ 80,505.11
<i>(If various rates apply, please send a breakdown.)</i>			
TOTAL	\$ 1,737,300.17	TOTAL	\$ 1,737,300.00

Comments:

Disbursing Officer

Signature _____

Type or Print Name _____

Phone Number _____

The Disbursing Officer must complete and mail **THREE** copies of this notice to the Department of Revenue, PO Box 47474, Olympia, WA 98504-7474, immediately after acceptance of the work done under this contract. **NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS** until receipt of Department's certificate, and then only in accordance with said certificate.

To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 753-3217. Teletype (TTY) users please call (800) 451-7985. You may also access tax information on our Internet home page at <http://dor.wa.gov>.

TRICO CONTRACTING, INC
 GARDEN OF EDEN ROAD AREA SEWAGE FACILITIES INITIAL CONSTRUCTION
 JOB 1705
 ESTIMATE # 10
 9/8/2005

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	TOTAL QUANTITY	TOTAL AMOUNT	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	Amount Difference
1	MOBILIZATION	1	LS	\$ 130,000.00	\$ 130,000.00	1.00	\$ 130,000.00	1.00	\$ 130,000.00	0.00	\$ -	\$ -
2	TEMP. TRAFFIC CONTROL	1	LS	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	1.00	\$ 40,000.00	0.00	\$ -	\$ -
3	TESC	1	LS	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	0.00	\$ -	\$ -
4	SURVEYING	1	LS	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	0.95	\$ 28,500.00	0.05	\$ 1,500.00	\$ -
5	PAVEMENT REMOVAL	1	LS	\$ 45,000.00	\$ 45,000.00	1.00	\$ 45,000.00	1.00	\$ 45,000.00	0.00	\$ -	\$ -
6	TRENCH F. STABILIZATION	550	CY	\$ 30.00	\$ 16,500.00	767.97	\$ 23,039.10	767.97	\$ 23,039.10	0.00	\$ -	\$ -
7	C5BC	4,800	TON	\$ 14.00	\$ 67,200.00	102,798.78	\$ 1,427,987.88	102,798.78	\$ 1,427,987.88	0.00	\$ -	\$ -
8	C5TC	3,410	TON	\$ 16.00	\$ 54,560.00	3,793.80	\$ 60,700.80	3,793.80	\$ 60,700.80	0.00	\$ -	\$ -
9	HMA CL. 1/2" PG 58-22	2,130	TON	\$ 47.00	\$ 100,110.00	1,805.22	\$ 84,845.34	1,805.22	\$ 84,845.34	0.00	\$ -	\$ -
10	MH 48" DIAM	13	EA	\$ 4,000.00	\$ 52,000.00	18.00	\$ 72,000.00	16.00	\$ 64,000.00	0.00	\$ -	\$ -
11	PVC SWR 6"	911	LF	\$ 4.50	\$ 4,099.50	1,221.00	\$ 5,494.50	1,221.00	\$ 5,494.50	0.00	\$ -	\$ -
12	PVC SWR 8"	1,507	LF	\$ 129.00	\$ 194,403.00	1,752.00	\$ 226,008.00	1,752.00	\$ 226,008.00	0.00	\$ -	\$ -
13	PVC SWR 12"	1,597	LF	\$ 140.00	\$ 223,580.00	1,708.00	\$ 239,120.00	1,708.00	\$ 239,120.00	0.00	\$ -	\$ -
14	PVC FORCE MAIN 4"	2,865	LF	\$ 15.00	\$ 42,975.00	2,871.00	\$ 43,065.00	2,871.00	\$ 43,065.00	0.00	\$ -	\$ -
15	PVC FORCE MAIN 8"	3,096	LF	\$ 18.00	\$ 55,728.00	3,108.00	\$ 55,944.00	3,108.00	\$ 55,944.00	0.00	\$ -	\$ -
16	AIR VALVE STATION	1	EA	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	1.00	\$ 6,000.00	0.00	\$ -	\$ -
17	TRENCH SAFETY SYSTEMS	1	LS	\$ 100.00	\$ 100.00	1.00	\$ 100.00	1.00	\$ 100.00	0.00	\$ -	\$ -
18	EXPLORATORY EXCAVATIONS	1	LS	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	1.00	\$ 2,500.00	0.00	\$ -	\$ -
19	TRENCH SAFETY FOR EXPLOR. EX	1	LS	\$ 100.00	\$ 100.00	1.00	\$ 100.00	1.00	\$ 100.00	0.00	\$ -	\$ -
20	SIDE SEWER C.O.	30	EA	\$ 500.00	\$ 15,000.00	37.00	\$ 18,500.00	37.00	\$ 18,500.00	0.00	\$ -	\$ -
21	CONNECT TO EXISTING MH	1	LS	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00	1.00	\$ 1,200.00	0.00	\$ -	\$ -
22	SEED & FERTILIZER	2,550	SY	\$ 0.50	\$ 1,275.00	559.00	\$ 279.50	559.00	\$ 279.50	0.00	\$ -	\$ -
23	T.E.C. BLANKET	2,550	SY	\$ 5.00	\$ 12,750.00	2,550.00	\$ 12,750.00	2,550.00	\$ 12,750.00	0.00	\$ -	\$ -
24	BRICKYARD CRK. UNDERCROSSIN	1	LS	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	1.00	\$ 30,000.00	0.00	\$ -	\$ -
25	PUMP STATION	1	LS	\$ 275,000.00	\$ 275,000.00	1.00	\$ 275,000.00	0.90	\$ 247,500.00	0.10	\$ 27,500.00	\$ -
26	TRENCH SAFETY - PUMP STATION	1	LS	\$ 100.00	\$ 100.00	1.00	\$ 100.00	1.00	\$ 100.00	0.00	\$ -	\$ -
27	FORCE ACCOUNT	1	ALLOW	\$ 50,000.00	\$ 50,000.00	0.88	\$ 44,106.58	0.53	\$ 26,307.62	0.36	\$ 17,798.96	\$ (5,893.42)
COP 5	F. A. - Trench Fabric (ADDITIONAL)			\$ 7,461.92			\$ 7,461.92		\$ 7,461.92		\$ -	\$ -
COP 13	LS - Overrun Temp. traffic Control (ADDITIONAL)			\$ 7,739.97			\$ 7,739.97		\$ 7,739.97		\$ -	\$ -
COP 8	Yard Hydrant at Pump Station Area (New Item)			\$ 1,573.81			\$ 1,573.81		\$ 1,573.81		\$ -	\$ -
COP 9	Phone Cable at Pump Station - Different Loc.			\$ 1,023.26			\$ 1,023.26		\$ 1,023.26		\$ -	\$ -

SUBTOTAL ORIGINAL CONTRACT					\$ 1,507,076.00	\$ 1,610,102.10	\$ 1,550,553.14	\$ 59,548.96
SUB TOTAL					\$ 1,507,076.00	\$ 1,610,102.10	\$ 1,550,553.14	\$ 59,548.96
7.9% WSSST					\$ 119,059.00	\$ 127,198.07	\$ 122,493.70	\$ 4,704.37
RETAINAGE					\$ 1,626,135.00	\$ 80,505.11	\$ 77,527.66	\$ 2,977.45
TOTAL AMOUNT					\$ 1,626,135.00	\$ 1,856,795.06	\$ 1,595,519.18	\$ 61,275.88

SUB TOTAL					\$ 1,507,076.00	\$ 1,610,102.10	\$ 1,550,553.14	\$ 59,548.96
7.9% WSSST					\$ 119,059.00	\$ 127,198.07	\$ 122,493.70	\$ 4,704.37
RETAINAGE					\$ 1,626,135.00	\$ 80,505.11	\$ 77,527.66	\$ 2,977.45
TOTAL AMOUNT					\$ 1,626,135.00	\$ 1,856,795.06	\$ 1,595,519.18	\$ 61,275.88

Pay Estimate 1	\$ 77,277.90	Contract Amount	1,507,076.00
Pay Estimate 2	\$ 23,924.25	Additions	103,026.10
Pay Estimate 3	\$ 162,277.75	Reductions	0.00
Pay Estimate 4	\$ 201,715.47	Subtotal	1,610,102.10
Pay Estimate 5	\$ 286,164.41	Sales Tax 7.9	127,198.07
Pay Estimate 6	\$ 298,935.66	Total	1,737,300.17
Pay Estimate 7	\$ 336,467.06		
Pay Estimate 8	\$ 185,961.48		
Pay Estimate 9	\$ 22,795.21		
Pay Estimate 10	\$ 61,275.88		
	\$ 1,656,795.06		

Amount Disbursed 1,656,795.06
 Amount Retained 80,505.11
 Total 1,737,300.17

CITY OF SEDRO-WOOLLEY

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-1661

Memorandum

**CITY COUNCIL AGENDA
REGULAR MEETING**

JAN 11 2006

To: Mayor and City Council

From: Staff / PMH

Date: 1/5/2006

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

Re: Purchase of Parking Lot Property at Munro and Metcalf

I. Issue: Shall the City proceed with the purchase of parking lot property at Munro and Metcalf for \$100,000 plus costs?

II. Background: The City Council tentatively approved the execution of an option agreement to purchase property from Tamara Hamilton across the street from the police station. Ms. Hamilton wishes to enter into an outright sale at this time, for the full price plus costs. This is a previously approved action. Further discussion, if any, should be in executive session.

The purchase should be authorized by the accompanying ordinance, which will provide tax benefits to the City and seller.

III. Proposed Action: Passage of the accompanying ordinance titled:

AN ORDINANCE AUTHORIZING THE MAYOR FOR THE CITY OF SEDRO-WOOLLEY TO ACQUIRE BY NEGOTIATION AND/OR TO PROSECUTE AN ACTION IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR SKAGIT COUNTY UNDER THE RIGHT OF EMINENT DOMAIN FOR ACQUISITION OF CERTAIN REAL ESTATE FOR THE PURPOSED OF IMPROVEMENTS FOR THE CITY HALL AND PUBLIC SAFETY FACILITY, INCLUDING PARKING, FOR THE TAKING OF SAID LANDS CONSISTENT WITH THESE PURPOSES WITH FAIR COMPENSATION.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR FOR THE CITY OF SEDRO-WOOLLEY TO ACQUIRE BY NEGOTIATION AND/OR TO PROSECUTE AN ACTION IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR SKAGIT COUNTY UNDER THE RIGHT OF EMINENT DOMAIN FOR ACQUISITION OF CERTAIN REAL ESTATE FOR THE PURPOSES OF IMPROVEMENTS FOR THE CITY HALL AND PUBLIC SAFETY FACILITY, INCLUDING PARKING, FOR THE TAKING AND/OR DAMAGING OF SAID LANDS CONSISTENT WITH THESE PURPOSES, WITH FAIR COMPENSATION.

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY:

Section 1. That the Mayor of the City of Sedro-Woolley is hereby authorized and directed to acquire by negotiation, to purchase, for the appraised value of \$100,000.00 together with costs, and/or to institute and prosecute to determination in the Superior Court of the State of Washington in and for Skagit County an action in the name of City of Sedro-Woolley for acquisition and condemnation of certain property and property interests, as they appear of record, legally described on the attached Exhibit A, for purposes of construction of improvements for the fire station, public safety facilities, and a future city hall site, including parking. This authorization includes the authority to sign an earnest money agreement, closing documents, and escrow instructions, and to pay earnest money up to \$1,000.00 to be credited against the sale price.

Section 2. The City Council hereby finds and declares that the acquisition of the rights herein described is for public use and are necessary for public purposes.

Section 3. Nothing in this ordinance shall be construed as a waiver by the City of Sedro-Woolley of its right to decline to take and pay for such rights of properties in lands herein described, should it so elect, after the amount of damages has been ascertained and within the time allowed by law.

Section 4. That compensation for the lands, rights, and easements herein to be taken, and/or damaged, shall be paid for from the appropriate account, all in the manner provided by law.

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

Adopted this ____ day of _____, 2006.

MAYOR

Attest:

City Clerk:

Approved as to form:

City Attorney:

Schedule "C"
Legal description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

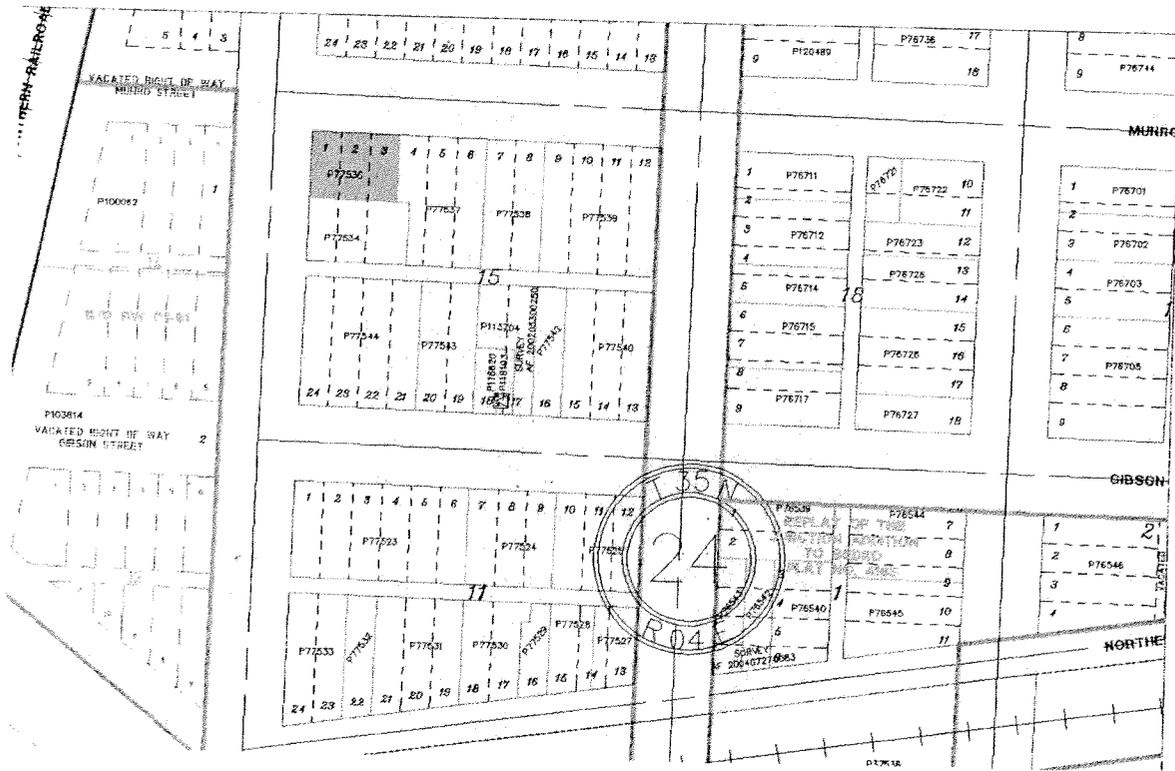
Lots 1, 2 and 3, Block 15 "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington. EXCEPT the South 65 feet thereof.

Exhibit A



Telephone 360-424-0115 / Fax 360-424-5885

Order # 86600



NOTICE: This sketch is furnished by First American Title Insurance Company, and its agents as a courtesy only. This sketch is not part of any commitment for title insurance or policy of title insurance. This sketch is furnished solely for the purpose of assisting in locating the premises, it does not purport to be a survey of the premises, to show all highways, to show all roads and/or easements affecting the subject premises. No reliance should be placed upon this sketch for dimensions of the premises. No liability is assumed by First American Title as to the correctness depicted herein.