

Next Ord: 1541-06
Next Res: 723-06

MISSION STATEMENT

The mission of the Sedro-Woolley City government is to provide selected services that are not traditionally offered by the private sector. This will be achieved through providing the highest quality services we can within the resources with which we're provided; involving residents in all aspects of planning and operations; serving as a clearinghouse for public information; and operating facilities which meet the legitimate, identified concerns of the residents of and visitors to our community.

We believe in being community-centered, consistently contributing to the quality of life in our area and as fully deserving of the public's trust through the consistent expression of positive values and acceptance of accountability for producing meaningful results.

CITY COUNCIL AGENDA

March 8, 2006

7:00 PM

Sedro-Woolley Community Center
703 Pacific Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the Council by a single motion, unless any Councilmember or a member of the audience wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

- a. Minutes from Previous Meeting
 - b. Finance
 - Claim Vouchers #56711 to #56848 for \$157,161.52
 - Payroll Warrants #37432 to #37521 for \$182,597.38
 - c. Waiver of Fees - Memorial Park - SWHS Alumni Assoc. - May 6, 2006
 - d. Request for Out of State Training - Police Department
 - e. Donation of Emergency Response Vehicle to Skagit Co. Hostage Negotiations Team
 - f. Employment Contract - Fire Chief
 - g. Interlocal Agreement - Easement to Public Utility District No. 1 of Skagit County
 - h. Hamilton Property Purchase
4. Proclamation - Women's History Month
 5. Public Comment (Please limit your comments to 3-5 minutes)

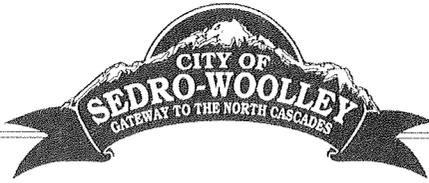
PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

6. Contract - Semrau for Engineering & Surveying Services
7. Contract - Northwest Datum & Design, Inc for Engineering & Surveying Services
8. Contract - Lee Johnson & Sons Contracting for On-Call Services

EXECUTIVE SESSION/YES



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 08 2006

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

DATE: March 8, 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 March 8, 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.

MAR 08 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 30

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
February 22, 2006 – 7:00P.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 (Late), Tony Splane, Pat Colgan, Rick Lemley and Mike Anderson. Staff: Clerk/Treasurer Nelson, Planner Rozema, Attorney Hayden, Engineer Blair, Lt. Tucker and Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #56593 to #56710 for \$253,386.69
 - Payroll Warrants #37343 to #37431 for \$134,164.42
- Waiver of Fees – Riverfront Park – Valley Baptist Church – April 16, 2006
- Waiver of Fees – Community Center – Skagit Co. Parks & Rec. – March 28, 2006

Councilmember Splane moved to adopt the consent calendar Items A through D.
Seconded by Councilmember Lemley. Motion carried.

Planner Rozema introduced Eric Potash as the new building inspector.

Public Comment

Dennis Klinger – 24051 Mosier Rd., addressed the Council regarding a collapsed drainage pipe in the vicinity of 707 F & S Grade Road.

Ginny Good – 24250 Alexander St., thanked the Council for their input on the relocation for the Farmer's Market. Good stated that they have decided to use the location of Hammer Heritage Square and believe this will be a good location for the market and convenient for patrons.

Ned Currence – 28671 Utopia Rd., spoke on behalf of the Farmers Market, reiterated Good's statements and thanked the City for their support. He stated he believes Hammer Heritage Square will be a great location for the Market.

Richard Nevitt – 6814 Lakeside St. SW, Olympia, WA, addressed the Council regarding a parcel of property on F & S Grade and Jones Road. He expressed his dissatisfaction with some of the staff members and believes he has been treated unfairly. He

volunteered to discuss the situation in further detail with the Mayor and Council in a more private setting.

PUBLIC HEARINGS

None

OLD BUSINESS

Adoption of I-901 as a City Ordinance for Enforcement Purposes

Lt. Tucker reviewed the proposed ordinance which allows the police department to assist business owners at their request with patrons who are not complying with the new law. Tucker noted the health department will be responsible for monitoring that the businesses are in compliance with the law.

Discussion took place with examples of situations where the ordinance would be enforced, receptacles for remnants of cigarettes and enforcement.

Councilmember Anderson moved to adopt Ordinance #1540-06 An Ordinance Adding a New Chapter to Sedro-Woolley Municipal Code Title 8, Health and Safety, Providing for Codification of I-901 to Facilitate Enforcement in Municipal Court as an Infraction. Seconded by Councilmember Colgan.

Roll Call Vote: Councilmember Meamber – Yes, Splane – No, Colgan – Yes, Lemley – Yes and Anderson – Yes. Motion carried 4-1 (Councilmember Splane opposed).

NEW BUSINESS

Approval of Appointments to the Building Board of Appeals

Mayor Dillon and Planner Rozema reviewed the implementation of a Building Board of Appeals. Rozema stated that they are putting together a list of five members to draw a panel of three for the different appeals, depending on the type of appeal.

Councilmember Meamber expressed concern of not having the opportunity to meet the proposed members of the board prior to affirming the appointments.

Councilmember Anderson moved to affirm the above listed appointments to the City of Sedro-Woolley's Building Board of Appeals. Councilmember Splane seconded. Motion carried.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Mayor Dillon – noted there is an opening on the Planning Commission, the position has been advertised with no response, if anyone has interest or knows of someone who would

be interested please let her know. She also noted a draft letter to the Skagit River Impact Partnership for Council review. The Mayor also commended the Street and Parks crew for their extra work through all the wind storms.

Councilmember Meamber – also thanked the Street and Parks departments for their hard work with replacement of street signs that have been knocked down in the wind storms. Meamber also expressed concern of the condition and length of project time of F & S Grade Road. Meamber questioned the reasoning of not placing a temporary road surface and lack of progress.

Discussion ensued on the timing of projects, contractor responsibility for maintaining the road, City pressure to enforce maintenance and road closed signs.

Councilmember Colgan – read a letter he received regarding an alley way located in the 700 & 800 Block of Talcott and Nelson Streets. The alley is used for pick up of school children and children walking down the alley. The letter requested the alley be paved with placement of speed bumps in order for some speed control in the alley. Colgan stated the letter is signed by over 20 citizens and the principals of both nearby schools.

Engineer Blair noted that he had received a copy of the letter and he is looking into a solution of chip sealing the road with speed bumps.

Planner Rozema – noted the reorganization of the department is continuing which included some moving of staff, hiring of the building inspector, and commended the efforts of Joanne Lazon for maintaining some semblance to the department during the transition.

Attorney Hayden – noted a public announcement announcing the deadline for long-term planning issues to include code revisions, text revisions and map amendments. The deadline is March 17, 2006, this would include Council requests for these types of items as well.

Lt. Tucker – noted new officer testing is scheduled for March 5, 2006 and updated the Council on the status of Officer Benson who has about 1 month left of the academy.

Councilmember Meamber – congratulated the Sedro-Woolley High School wrestling team for their 5-peat of a state championship.

Robert Messer – 1017 Raby Dr., addressed the Council regarding the fence between his property and Cascade Pizza. Messer noted the fence has fallen down and requests it be replaced. He noted the original fence issue was addressed at a Council meeting approximately 8 years ago.

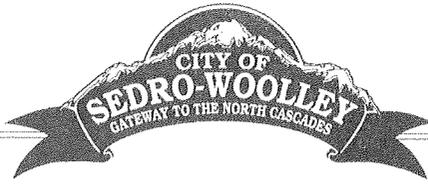
EXECUTIVE SESSION

The meeting was adjourned at 7:58 P.M. to Executive Session for the purpose of discussion of personnel with no decision anticipated.

The meeting reconvened at 8:31 P.M.

Councilmember Splane moved to adjourn. Seconded by Councilmember Colgan. Motion carried.

The meeting adjourned at 8:31 P.M.



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 08 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 35

DATE: March 8, 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 March 8, 2006.

Motion to approve Claim Vouchers #56711 to #56848 in the amount of \$157,161.52.

Motion to approve Payroll Warrants #37432 to #37521 in the amount of \$182,597.38.

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.

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56711	DEPARTMENT OF LICENSING	FIRE TRUCK	FD	7,822.74
		WARRANT TOTAL		7,822.74
56712	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	285.45
		POSTAGE	SAN	285.45
		WARRANT TOTAL		570.90
56713	A-SKAGIT APPLIANCE SVC INC	MISC-LAUNDRY	SAN	430.52
		WARRANT TOTAL		430.52
56714	ALLELUJAH BUSINESS SYSTEMS	OPERATING SUPPLIES	SWR	12.95
		WARRANT TOTAL		12.95
56715	ALLEN, DEBRA	MEALS/TRAVEL	SWR	11.00
		WARRANT TOTAL		11.00
56716	ALLIANCE OFFICE PRODUCTS	SUPPLIES	JUD	56.01
		WARRANT TOTAL		56.01
56717	ARCHAEOLOGY	BOOKS, PERIOD, RECORDS	LIB	21.95
		WARRANT TOTAL		21.95
56718	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	40.31
		AUTO FUEL	PD	946.48
		AUTO FUEL/DIESEL	FD	438.74
		AUTO FUEL/DIESEL	FD	18.73-
		OPERATING SUPPLIES	PL	16.95-
		OPERATING SUPPLIES	PL	139.35
		VEHICLE FUEL / DIESEL		440.64
		AUTO FUEL/DIESEL	SWR	386.91
		AUTO FUEL/DIESEL	SWR	15.55-
		AUTO FUEL/DIESEL	SAN	1,225.89
		AUTO FUEL/DIESEL	SAN	77.68-
		WARRANT TOTAL		3,489.41
56719	AUTOMATION, CONTROLS,	PROFESSIONAL SERVICES	SWR	890.00
		WARRANT TOTAL		890.00
56720	BANK OF AMERICA	CAP OUTLAY-GRANT FOR HHS	PKR	52.55
		OPERATING SUPPLIES	PL	165.73
		WARRANT TOTAL		218.28
56721	BIRCH EQUIPMENT CO INC	EQUIPMENT RENTAL	SWR	415.42
		WARRANT TOTAL		415.42
56722	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	5.44
		BALISTIC VESTS	PD	745.82
		WARRANT TOTAL		751.26
56723	BOULDER PARK, INC	MAINT - SOLIDS HANDLING	SWR	3,689.05
		WARRANT TOTAL		3,689.05

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56724	CAL-PACIFIC PRODUCTS	MAINTENANCE OF LINES	SWR	313.39
		OPERATING SUPPLIES	SWR	400.05
		WARRANT TOTAL		713.44
56725	CARASOFT TECHNOLOGY CORP	SUPPLIES & BOOKS	FD	328.95
		WARRANT TOTAL		328.95
56726	CHANNING BETE COMPANY INC	MISC-TUITION/REGISTRATION	PL	228.04
		WARRANT TOTAL		228.04
56727	CHINABERRY	BOOKS, PERIOD, RECORDS	LIB	62.74
		WARRANT TOTAL		62.74
56728	CINTAS CORPORATION #460	UNIFORMS	FD	62.24
		UNIFORMS	FD	62.24
		UNIFORMS	FD	62.24
		WARRANT TOTAL		186.72
56729	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	PLN	79.00
		SUPPLIES/BOOKS	PLN	8.99
		SUPPLIES/BOOKS	PLN	68.30
		SUPPLIES	ENG	15.34
		SUPPLIES	ENG	8.98
		SUPPLIES	ENG	68.30
		OFFICE/OPERATING SUPPLIES	PD	75.06
		OFF/OPER SUPPS & BOOKS	INSP	8.99
		OFF/OPER SUPPS & BOOKS	INSP	75.09
		OPERATING SUPPLIES	PL	28.45
		WARRANT TOTAL		379.60
56730	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	498.13
		WARRANT TOTAL		498.13
56731	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	56.38
		WARRANT TOTAL		56.38
56732	SKAGIT WEEKLY NEWS GROUP	MISC-PRINTING & BINDING	PLN	72.29
		PRINTING/PUBLICATIONS	PD	161.75
		WARRANT TOTAL		234.04
56733	DATA BASE	OFFICE/OPERATING SUPPLIES	PD	60.00
		OFFICE/OPERATING SUPPLIES	PD	60.00
		WARRANT TOTAL		120.00
56734	DAY CREEK SAND & GRAVEL	MAINTENANCE OF LINES	SWR	100.63
		WARRANT TOTAL		100.63
56735	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE	PD	351.19
		WARRANT TOTAL		351.19
56736	DESTINATION WIRELESS	TELEPHONE	PD	32.36
		WARRANT TOTAL		32.36

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56737	DIVERSINT	OPERATING SUPPLIES	CS	58.03
		COMPUTER NETWORK	CS	75.51
		WARRANT TOTAL		133.54
56738	E & E LUMBER	OPERATING SUPPLIES	PL	6.31
		OPERATING SUPPLIES	PL	7.09
		OP. SUPPLIES - TRAFFIC	PL	4.32
		OP. SUPPLIES - TRAFFIC	PL	8.03
		OP. SUPPLIES - TRAFFIC	PL	16.19
		REPAIRS/MAINT - EQUIP	PL	32.97
		REPAIRS/MAINT-HEADSTONES	PL	9.88
		REPAIRS/MAINT-SENIOR CENTER	PL	8.70
		OTHER IMPROVEMENTS	PL	12.35
		MAINTENANCE OF LINES	SWR	16.22
		OPERATING SUPPLIES	SWR	26.42
		OPERATING SUPPLIES	SWR	45.39
		OPERATING SUPPLIES	SWR	8.62
		OPERATING SUPPLIES	SWR	11.63
		OPERATING SUPPLIES	SWR	6.75
		OPERATING SUPPLIES	SWR	12.24
		BUILDINGS & STRUCTURES	SWR	149.58
		BUILDINGS & STRUCTURES	SWR	42.94
		WARRANT TOTAL		425.63
56739	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
56740	EDASC	E.D.A.S.C.	DEV	1,000.00
		WARRANT TOTAL		1,000.00
56741	ENTERPRISE SALES, INC.	CONTAINERS	SAN	5,475.93
		WARRANT TOTAL		5,475.93
56742	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	620.00
		WARRANT TOTAL		620.00
56743	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	INSP	15.00
		WARRANT TOTAL		15.00
56744	FIDALGO NETWORKING	TELEPHONE	SAN	55.00
		WARRANT TOTAL		55.00
56745	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	269.64
		EQUIPMENT LEASES	CS	308.70
		WARRANT TOTAL		578.34
56746	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	30.00
		FIRE/THEFT PROTECTION	FD	26.50
		WARRANT TOTAL		56.50
56747	HACH COMPANY	MAINT OF GENERAL EQUIP	SWR	175.60
		WARRANT TOTAL		175.60

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56748	HEWLETT PACKARD CO.	OFFICE EQUIPMENT	ENG	44.24
		WARRANT TOTAL		44.24
56749	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	765.00
		WARRANT TOTAL		765.00
56750	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	13.03
		BOOKS, PERIOD, RECORDS	LIB	28.22
		BOOKS, PERIOD, RECORDS	LIB	22.17
		BOOKS, PERIOD, RECORDS	LIB	6.27
		BOOKS, PERIOD, RECORDS	LIB	6.60
		BOOKS, PERIOD, RECORDS	LIB	9.65
		BOOKS, PERIOD, RECORDS	LIB	54.92
		BOOKS, PERIOD, RECORDS	LIB	9.00
		WARRANT TOTAL		149.86
56751	KENNINK, BARRIE	PROFESSIONAL SERVICES	INSP	717.75
		WARRANT TOTAL		717.75
56752	KESSELRING'S	AMMUNITION	PD	37.76
		WARRANT TOTAL		37.76
56753	KRAMER, STEVE	PROFESSIONAL SERVICES	INSP	569.25
		PROFESSIONAL SERVICES	INSP	990.00
		WARRANT TOTAL		1,559.25
56754	L N CURTIS & SONS	OPERATING SUPPLIES	FD	460.22
		WARRANT TOTAL		460.22
56755	LAZARON, JOANN	TRAVEL	PLN	88.80
		WARRANT TOTAL		88.80
56756	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	SWR	92.15
		REPAIRS/MAINT-EQUIP	SAN	82.00
		REPAIRS/MAINT-EQUIP	SAN	23.78
		REPAIRS/MAINT-EQUIP	SAN	95.82
		WARRANT TOTAL		293.75
56757	LIFE TEK, INC	SUPPLIES & BOOKS	FD	51.98
		WARRANT TOTAL		51.98
56758	MISTER T'S AWARDS & EMB	CAP OUTLAY-GRANT FOR HHS	PKR	76.88
		WARRANT TOTAL		76.88
56759	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	96.53
		PROFESSIONAL SERVICES	INSP	564.19
		PROFESSIONAL SERVICES	INSP	106.15
		WARRANT TOTAL		766.87
56760	MUTUAL MATERIALS CO.	SUPPLIES	ENG	928.88
		WARRANT TOTAL		928.88

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56761	NATIONAL BARRICADE CO LLC	OP. SUPPLIES - TRAFFIC	PL	482.82
		WARRANT TOTAL		482.82
56762	NATIONAL NEIGHBORHOOD WATCH INST	PUBLIC EDUC. SUPPLIES	PD	129.00
		WARRANT TOTAL		129.00
56763	NEW PIG CORPORATION	CONTAINERS	SAN	124.37
		CONTAINERS	SAN	270.19
		CONTAINERS	SAN	112.00
		WARRANT TOTAL		506.56
56764	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	80.37
		TELEPHONE	LGL	26.80
		TELEPHONE	PLN	35.71
		NEXTEL CELL PHONES		62.50
		TELEPHONE	PD	482.22
		TELEPHONE	FD	187.53
		TELEPHONE	INSP	62.50
		TELEPHONE	PL	348.29
		NEXTEL CELL PHONES		160.80
		NEXTEL CELL PHONES	SAN	160.80
		WARRANT TOTAL		1,607.52
56765	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	171.57
		REPAIRS/MAINT-EQUIP	FD	65.47
		WARRANT TOTAL		237.04
56766	NORTH COAST ELECTRIC CO.	MAINT OF GENERAL EQUIP	SWR	69.11
		WARRANT TOTAL		69.11
56767	NORTHWEST HOT SPRING SPAS	OP SUPPLIES-CHEMICALS	SWR	785.17
		WARRANT TOTAL		785.17
56768	OFFICE DEPOT	OFFICE/OPERATING SUPPLIES	PD	222.24
		OFFICE/OPERATING SUPPLIES	PD	48.93
		OFFICE/OPERATING SUPPLIES	PD	16.63
		OFFICE/OPERATING SUPPLIES	PD	23.00
		OFFICE SUPPLIES	SWR	103.14
		WARRANT TOTAL		380.68
56769	OFFICE SYSTEMS	SUPPLIES/BOOKS	PLN	270.04
		SUPPLIES	ENG	270.04
		REPAIRS & MAINTENANCE	PD	97.26
		OFFICE SUPPLIES	FD	97.27
		OFF/OPER SUPPS & BOOKS	INSP	270.04
		WARRANT TOTAL		1,004.65
56770	OLD-HOUSE MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	59.00
		WARRANT TOTAL		59.00
56771	OLIVER-HAMMER CLOTHES	CLOTHING	SAN	190.25
		CLOTHING	SAN	174.78

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	365.03
56772	OVERALL LAUNDRY SERV INC	LAUNDRY CS	26.64
		MISC-LAUNDRY PL	31.51
		MISC-LAUNDRY PL	19.06
		LAUNDRY SWR	21.12
		WARRANT TOTAL	98.33
56773	OSBORNE, ROBERT	PROFESSIONAL SERVICES INSP	990.00
		WARRANT TOTAL	990.00
56774	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP SAN	168.32
		WARRANT TOTAL	168.32
56775	PETTY CASH	SUPPLIES JUD	10.01
		REPAIR & MAINTENANCE ENG	16.17
		FIRE TRUCK FD	48.00
		REPAIRS/MAINTENANCE INSP	15.00
		POSTAGE SWR	4.87
		MISC-FILING FEES/LIEN EXP SWR	1.50
		POSTAGE SAN	4.88
		MISC-FILING FEES/LIEN EXP SAN	1.50
		WARRANT TOTAL	101.93
56776	PETTY CASH-DEBRA PETERSON	OPERATING SUPPLIES LIB	14.77
		SUPPLIES LIB	47.47
		WARRANT TOTAL	62.24
56777	PITNEY BOWES	POSTAGE PD	144.68
		POSTAGE FD	144.67
		WARRANT TOTAL	289.35
56778	PITTMAN, HAROLD	RETIRED MEDICAL PD	41.62
		WARRANT TOTAL	41.62
56779	PRESTON GATES & ELLIS LLP	PROFESSIONAL SERVICES ENG	90.00
		WARRANT TOTAL	90.00
56780	PUGET SOUND ENERGY	PUBLIC UTILITIES CS	1,113.81
		PUB UTILITIES-MALL CS	6.91
		PUB UTILITIES-MALL CS	56.81
		PUBLIC UTILITIES FD	1,129.61
		PUBLIC UTILITIES LIB	196.66
		ADVERTISING HOT	39.99
		PUBLIC UTILITIES PL	78.93
		PUBLIC UTILITIES PL	221.86
		PUBLIC UTIL - STREETLIGHTS PL	71.05
		PUBLIC UTIL - STREETLIGHTS PL	310.71
		PUBLIC UTIL - CAMPGROUND PL	685.83
		PUBLIC UTIL - COMM CENTER PL	156.11
		PUBLIC UTIL - SENIOR CENTER PL	341.41
		PUBLIC UTIL - TRAIN PL	81.93

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTIL - HHS	PL	261.94
		PUBLIC UTILITIES	SWR	7,123.64
		PUBLIC UTILITIES	SWR	148.71
		PUBLIC UTILITIES	SAN	239.24
		WARRANT TOTAL		12,265.15
56781	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	965.93
		WARRANT TOTAL		965.93
56782	RINKER MATERIALS	ROADWAY - ARTERIAL MAINT	AST	10,578.21
		ROADWAY - ARTERIAL MAINT	AST	4,727.93
		WARRANT TOTAL		15,306.14
56783	RIGHT WAY PLUMBING	MAINT OF GENERAL EQUIP	SWR	275.42
		WARRANT TOTAL		275.42
56784	RODDA PAINT CO.	BUILDINGS & STRUCTURES	SWR	322.23
		WARRANT TOTAL		322.23
56785	SALYER, DOUGLAS	RETIRED MEDICAL	PD	15.00
		WARRANT TOTAL		15.00
56786	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	55.15
		OPERATING SUPPLIES	SWR	24.01
		WARRANT TOTAL		79.16
56787	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	92.48
		WARRANT TOTAL		92.48
56788	SEDRO-WOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	3.99
		OPERATING SUPPLIES	PL	103.54
		OP. SUPPLIES - TRAFFIC	PL	40.12
		SMALL TOOL & MINOR EQUIP	PL	23.48
		REPAIRS/MAINT - EQUIP	PL	3.40
		REPAIRS/MAINT - EQUIP	PL	24.33
		REPAIRS/MAINT - EQUIP	PL	47.53
		OPERATING SUPPLIES	SWR	15.63
		REPAIRS/MAINT-EQUIP	SAN	55.20
		REPAIRS/MAINT-EQUIP	SAN	41.65
		OPERATING SUPPLIES	SAN	69.68
		WARRANT TOTAL		428.55
56789	SEDRO-WOLLEY LOCK & KEY	OPERATING SUPPLIES	SAN	498.50
		WARRANT TOTAL		498.50
56790	SEDRO-WOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		32,160.00
		WARRANT TOTAL		32,160.00
56791	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	13,453.00
		WARRANT TOTAL		13,453.00
56792	SEWER EQUIP CO OF FLORIDA	MAINTENANCE OF LINES	SWR	827.18

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		827.18
56793	SKAGIT MOTEL	SPECIAL INVESTIGATIONS	PD	90.00
		WARRANT TOTAL		90.00
56794	SKAGIT PUD NO. 1	OTHER IMPROVEMENTS	SWR	2,600.00
		WARRANT TOTAL		2,600.00
56795	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	73.98
		WARRANT TOTAL		73.98
56796	SKAGIT CO HEALTH DEPT	MISC-PERMITS & LICENSES	PL	85.00
		WARRANT TOTAL		85.00
56797	SKAGIT COUNTY SHERIFF	PRISONERS	PD	721.58
		WARRANT TOTAL		721.58
56798	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	56.44
		WARRANT TOTAL		56.44
56799	SKAGIT COUNTY TREASURER	DUES/SUBSCRIPTIONS	PD	35.86
		MISC-DUES	FD	35.87
		TAXES & ASSESSMENTS	PL	177.76
		TAXES & ASSESSMENTS	SAN	21.22
		WARRANT TOTAL		270.71
56800	SKAGIT FARMERS SUPPLY	OTHER IMPROVEMENTS	PL	69.85
		WARRANT TOTAL		69.85
56801	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP	SAN	37.27
		WARRANT TOTAL		37.27
56802	SKAGIT READY MIX, INC.	OTHER IMPROVEMENTS	PL	133.26
		OTHER IMPROVEMENTS	PL	266.51
		WARRANT TOTAL		399.77
56803	SKAGIT SURVEYORS &	ENGINEERING - SR20 LINE	PWT	10,663.75
		ENGINEERING - SR20 LINE	PWT	1,518.75
		ENGINEERING METCALF LINE	SWR	711.25
		WARRANT TOTAL		12,893.75
56804	SKAGIT VALLEY HOSPITAL	PRISONERS	PD	85.00
		WARRANT TOTAL		85.00
56805	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	20.80
		LEGAL PUBLICATIONS	LGS	20.80
		WARRANT TOTAL		41.60
56806	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP	SAN	39.66
		WARRANT TOTAL		39.66
56807	STILES & STILES	PROFESSIONAL SERVICES	CIV	103.08

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	103.08
56808	SUMMIT LAW GROUP	PROFESSIONAL SERVICES PD	73.50
		WARRANT TOTAL	73.50
56809	SUNDOWNER KUSTOM KLEANING	REPAIR & MAINTENANCE CS	125.00
		WARRANT TOTAL	125.00
56810	TASTE OF HOME	BOOKS, PERIOD, RECORDS LIB	28.98
		WARRANT TOTAL	28.98
56811	TOMARK INC.	OTHER IMPROVEMENTS PL	259.90
		OTHER IMPROVEMENTS PL	304.75
		WARRANT TOTAL	564.65
56812	TRAFFIC SAFETY SUPPLY CO.	OP. SUPPLIES - TRAFFIC PL	1,922.24
		WARRANT TOTAL	1,922.24
56813	TRANSPO GROUP INC (THE)	PROFESSIONAL SERVICES AST	5,604.14
		WARRANT TOTAL	5,604.14
56814	TRUE VALUE	OPERATING SUPPLIES CS	5.09
		OPERATING SUPPLIES CS	19.93
		OPERATING SUPPLIES CS	29.94
		REPAIR & MAINTENANCE CS	8.50
		REPAIR & MAINTENANCE CS	21.02
		OPERATING SUPPLIES PL	30.20
		OPERATING SUPPLIES PL	34.77
		OPERATING SUPPLIES PL	6.69
		OPERATING SUPPLIES PL	17.77
		OPERATING SUPPLIES PL	9.16
		SUPPLIS - COMMUNITY CENTER PL	16.16
		SUPPLIS - COMMUNITY CENTER PL	14.40
		SUPPLIS - COMMUNITY CENTER PL	3.20
		SMALL TOOL & MINOR EQUIP PL	37.74
		REPAIRS/MAINT - EQUIP PL	3.77
		REPAIRS/MAINT-SENIOR CENTER PL	22.63
		REPAIRS/MAINT-SENIOR CENTER PL	11.32
		OPERATING SUPPLIES SWR	18.33
		OPERATING SUPPLIES SWR	51.78
		OPERATING SUPPLIES SWR	6.44
		OPERATING SUPPLIES SWR	6.46
		OPERATING SUPPLIES SWR	11.31
		OPERATING SUPPLIES SWR	24.56
		OPERATING SUPPLIES SWR	1.94
		AUTO FUEL/DIESEL SWR	96.00
		OPERATING SUPPLIES SAN	45.30
		WARRANT TOTAL	554.41
56815	TRUE VALUE	VOIDED WARRANT	.00
		WARRANT TOTAL	.00

CITY OF SEDRO-WOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56816	TRUE VALUE	OPERATING SUPPLIES	FD	60.89
		WARRANT TOTAL		60.89
56817	ULTI-MEDIA, LLC	CAP OUTLAY-GRANT FOR HHS	PKR	1,888.57
		WARRANT TOTAL		1,888.57
56818	UNIVERSAL FIELD SVC INC	ENGINEERING - SR20 LINE	PWT	2,628.79
		WARRANT TOTAL		2,628.79
56819	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	SAN	9.38
		REPAIRS/MAINT-EQUIP	SAN	18.52
		SMALL TOOLS & MINOR EQUIP	SAN	257.59
		WARRANT TOTAL		285.49
56820	VERIZON WIRELESS	TELEPHONE - CAMPGROUND	PL	34.62
		WARRANT TOTAL		34.62
56821	VERIZON NORTHWEST	TELEPHONE	JUD	62.50
		TELEPHONE	FIN	64.41
		TELEPHONE	PLN	32.04
		TELEPHONE	ENG	32.04
		TELEPHONE	PD	80.93
		TELEPHONE	INSP	32.04
		TELEPHONE	LIB	147.14
		TELEPHONE	PL	308.74
		TELEPHONE - CAMPGROUND	PL	109.00
		TELEPHONE	SWR	589.20
		TELEPHONE	SWR	31.16
		TELEPHONE	SAN	184.96
		WARRANT TOTAL		1,674.16
56822	VIKING OFFICE PRODUCTS	REPAIR/MAINT-COMPUTER	LIB	163.97
		WARRANT TOTAL		163.97
56823	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		3,114.57
		WARRANT TOTAL		3,114.57
56824	WASTE AGE	MISC-DUES/SUBS & TUITN/REG	SAN	59.00
		WARRANT TOTAL		59.00
56825	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES	SAN	43.15
		WARRANT TOTAL		43.15
56826	CHASSANIOL, SAMANTHA LYNN	JURY/WITNESS FEES	JUD	10.45
		WARRANT TOTAL		10.45
56827	FLAIG, DEAN	TUITION/REGISTRATION	JUD	12.23
		WARRANT TOTAL		12.23
56828	FUTRELLE, D. LOUISE	TUITION/REGISTRATION	JUD	12.23
		WARRANT TOTAL		12.23

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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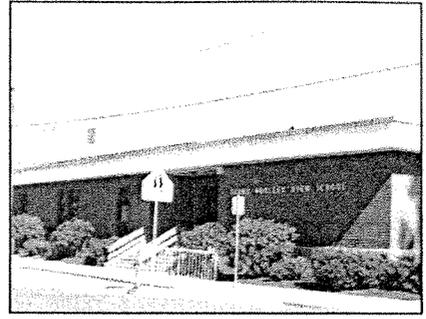
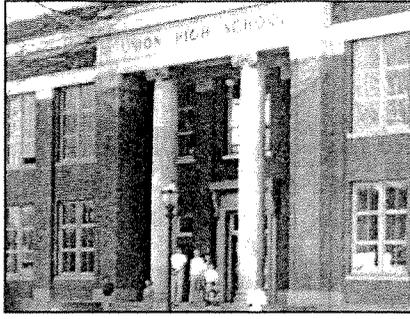
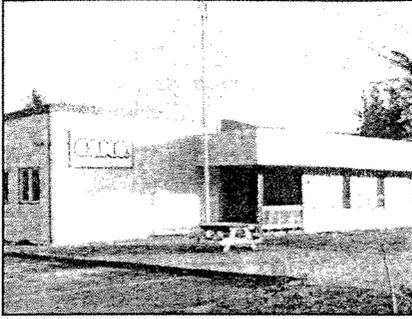
WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56829	GAINES, DAVID E.	TUITION/REGISTRATION	JUD	14.01
		WARRANT TOTAL		14.01
56830	GRINTON, JOHN WILLIAM	TUITION/REGISTRATION	JUD	17.12
		WARRANT TOTAL		17.12
56831	HARTMAN, WILLIAM E.	TUITION/REGISTRATION	JUD	10.89
		WARRANT TOTAL		10.89
56832	HICKMAN, LEANNE	TUITION/REGISTRATION	JUD	10.89
		WARRANT TOTAL		10.89
56833	HODGIN, SARA FRANCES	TUITION/REGISTRATION	JUD	10.00
		WARRANT TOTAL		10.00
56834	JOHNSON, TERESA JANE	TUITION/REGISTRATION	JUD	12.23
		WARRANT TOTAL		12.23
56835	KILCUP, ANGELA	TUITION/REGISTRATION	JUD	15.34
		WARRANT TOTAL		15.34
56836	KNOWLES, JAMES D.	TUITION/REGISTRATION	JUD	10.89
		WARRANT TOTAL		10.89
56837	LINDSAY, RYAN C.	TUITION/REGISTRATION	JUD	14.45
		WARRANT TOTAL		14.45
56838	LUBANSKI, DEBORAH	TUITION/REGISTRATION	JUD	10.45
		WARRANT TOTAL		10.45
56839	MASSINGALE, KELSAY ANN	TUITION/REGISTRATION	JUD	12.23
		WARRANT TOTAL		12.23
56840	MATTHEWS, DALE J.	TUITION/REGISTRATION	JUD	17.12
		WARRANT TOTAL		17.12
56841	MATTSON, BILL	TUITION/REGISTRATION	JUD	10.00
		WARRANT TOTAL		10.00
56842	MIDDLETON, MICHELINE M.	TUITION/REGISTRATION	JUD	14.45
		WARRANT TOTAL		14.45
56843	POTTS, ROSEMARIE	TUITION/REGISTRATION	JUD	18.90
		WARRANT TOTAL		18.90
56844	RAUCH, KENNETH J.	TUITION/REGISTRATION	JUD	22.02
		WARRANT TOTAL		22.02
56845	RIEDEL, JENEE	TUITION/REGISTRATION	JUD	10.00
		WARRANT TOTAL		10.00
56846	TROUT, SUSAN J.	TUITION/REGISTRATION	JUD	13.56

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	13.56
56847	URIDIL, CRAIG	TUITION/REGISTRATION JUD	10.00
		WARRANT TOTAL	10.00
56848	MASSEY, STEVE	CAP OUTLAY-GRANT FOR HHS PKR	172.64
		WARRANT TOTAL	172.64
		RUN TOTAL	157,161.52

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	44,732.30
104	ARTERIAL STREET FUND	20,910.28
105	LIBRARY FUND	892.54
107	CUM RESERVE FOR CITY PARK FUND	2,190.64
108	STADIUM FUND	39.99
110	PUBLIC LANDS 110	8,251.48
332	PWTF SEWER CONSTRUCTION FUND	14,811.29
401	SEWER FUND	22,748.88
412	SOLID WASTE FUND	10,424.12
621	SUSPENSE FUND	32,160.00
TOTAL		157,161.52

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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DEPARTMENT	AMOUNT
001 000 000	3,114.57
001 000 011	41.60
001 000 012	417.98
001 000 014	144.78
001 000 015	83.24
001 000 016	103.08
001 000 018	2,165.84
001 000 019	655.17
001 000 020	2,034.62
001 000 021	5,773.00
001 000 022	24,611.91
001 000 024	4,512.53
001 000 051	1,000.00
001 000 062	73.98
FUND CURRENT EXPENSE FUND	44,732.30
104 000 042	20,910.28
FUND ARTERIAL STREET FUND	20,910.28
105 000 072	892.54
FUND LIBRARY FUND	892.54
107 000 076	2,190.64
FUND CUM RESERVE FOR CITY PARK FUND	2,190.64
108 000 019	39.99
FUND STADIUM FUND	39.99
110 000 042	8,251.48
FUND PUBLIC LANDS 110	8,251.48
332 000 082	14,811.29
FUND PWF SEWER CONSTRUCTION FUND	14,811.29
401 000 035	22,748.88
FUND SEWER FUND	22,748.88
412 000 037	10,424.12
FUND SOLID WASTE FUND	10,424.12
621 000 000	32,160.00
FUND SUSPENSE FUND	32,160.00
TOTAL	157,161.52



February 23, 2006

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 08 2006

Mayor Sharon Dillon
Sedro-Woolley City Council
Sedro-Woolley City Hall
Sedro-Woolley, WA 98284

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 30

RE: Reservation of Memorial Park Building

Dear Mayor Dillon,

The Sedro-Woolley High School Alumni Association would appreciate the use of the Memorial Park Building for their geranium and bake sale on May 6, 2006.

We are a non-profit organization with our primary function to provide vocational scholarships for the State Street High School and the Sedro-Woolley Union High School graduates.

Your consideration for the waiver of the charge for the Memorial Park Building would be greatly appreciated. Thank you again for all the times we have been able to use that building and the Riverfront Park.

Yours truly,

Lola Ellestad

Lola Ellestad, Sec.
SEDRO-WOOLLEY HIGH SCHOOL ALUMNI ASSOCIATION

SEDRO-WOOLLEY POLICE DEPARTMENT

Memo

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 08 2006

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

To: City Council
From: Lt. William Tucker
Date: 2/22/2006
Re: Out of State Training

Information:

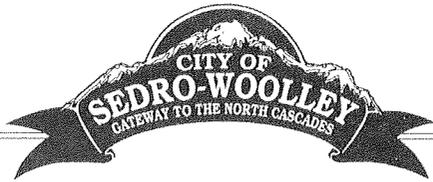
I have been invited to represent local law enforcement by attending a stalking conference in Atlanta, Georgia, March 29-31, 2006, ALL EXPENSES PAID via reimbursement through Skagit DV&SA Services. Pam Crume has made all the reservations and arrangements.

Excerpt from Pam Crume's email:

"Skagit DV&SA Services is a partner in the 2005 Grants to Encourage Arrest and Enforcement of Protection Orders (Oct. 1, 2005 to September 30, 2007). The purpose of our grant project is to strengthen and enhance safety for victims of domestic violence by assisting local communities in screening for and filing felony criminal charges when domestic violence includes instances of sexual assault and/or stalking. Our community DV task force team will help in the development of tools and procedures for prosecution, law enforcement and our agency to use for screening, filing charges and working with battered women who are sexually assaulted and stalked by an abusive intimate. "

Recommended action:

Allow the Mayor to authorize out of state travel and training for Lt. William "Lin" Tucker to attend "Investigating and Prosecuting Intimate Partner Stalking" conference in Atlanta, Georgia, March 29-31, 2006, at no cost to the City of Sedro-Woolley.



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 08 2006

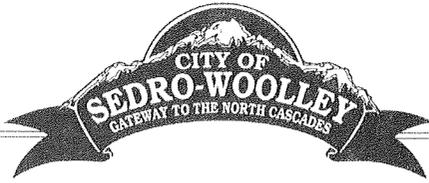
7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3e

To: Sedro-Woolley City Council
From: Mayor Sharon D. Dillon
Date: March 1, 2006
Re: Fire Department Emergency Vehicle

Issue: The disposal of the emergency vehicle that was surplus when the new unit was purchased for the Fire Department

Background: Originally the vehicle was to be sold to another governmental agency, but things changed and the agency decided not to purchase our vehicle. We then discussed with Police/Fire Committee and full Council the request to donate the vehicle to the Hostage Negotiations Team base out of Mount Vernon to be used as a Command Vehicle. Sergeant Mark Wallis from our Department is part of that team. Chief Wood believes that this is an opportunity for us to contribute when often we are the recipient and it is good to be able to give back.

Recommendation: Authorize the donation of the surplus Emergency Response Vehicle to the Skagit County Hostage Negotiations Team to be used as a Command Vehicle.



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 08 2006

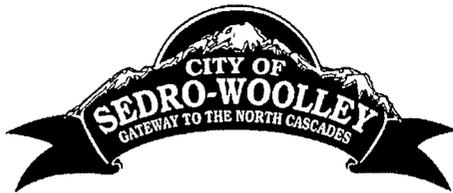
7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3f

To: Sedro-Woolley City Council
From: Mayor Sharon D. Dillon
Date: March 2, 2006
Re: Employment Contract of Dean Klinger, Fire Chief

Issue: Should we enter into another three year employment contract with Dean Klinger, current Fire Chief?

Background: Each exempt employee has a three year renewable contract with the City of Sedro-Woolley. Contract with Chief Klinger expired July 2005. Enclosed is a contract from July 1, 2005 through July 1, 2008. This contract is identical to his last contract; the only changes are the dates and salary.

Recommendation: Motion to allow the Mayor to enter into a three year contract with Dean Klinger to remain Fire Chief for the City of Sedro-Woolley.



CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Patrick M. Hayden
City Attorney

MEMORANDUM

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 08 2006

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

To: Mayor and City Council
From: Pat Hayden
Date: March 2, 2006
Re: Easement to PUD

Issue: Should the City Council authorize Mayor Dillon to execute the attached interlocal agreement and easement on City property?

Background: The City purchased five acres West of Janicki Fields, adjacent to Brickyard Creek. PUD would like to run an easement down the East side of this property for a water line. If we had a road in the ROW and it were in the City limits, they would have the right to do so under their franchise. However, since this is simply fee property, and not a ROW, the franchise does not apply to this property.

The city agreed to give a water line easement in return for a survey of the property. This survey will assist us in designing a roadway and wetlands mitigation area on the site. In addition, there is no real cost to the City, as the buried water line will be in the wetlands area, and not the road ROW area.

The interlocal agreement is more to comply with any requirements of the State Auditor to document the transaction, to avoid any issue of a gift of public funds.

Recommended Action: Motion authorizing Mayor Dillon to execute the interlocal agreement and easement.

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY
AND
CITY OF SEDRO-WOOLLEY

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and Public Utility District No. 1 of Skagit County, ("PUD") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose of this agreement is to provide for a water line utility easement through property held by the City of Sedro-Woolley for future road right-of-way to the PUD. This easement is necessary because, in the absence of the road right of way to be constructed on this property, the franchise over City ROW held by PUD is not yet applicable to the property. The PUD has agreed to provide the City with survey data in exchange for the easement at this time.
2. **RESPONSIBILITIES:** The PUD will provide the City with survey data shown on the attached Exhibit 1, which will assist the City in development of the property for right of way and wetlands mitigation purposes. The City will provide PUD with the easement shown on Exhibit 2.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2006 through December 31, 2006. The obligations of the parties shall be fulfilled during this period.
4. **MANNER OF FINANCING:** Each party shall pay their own costs and expenses herein.
5. **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.
6. **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.
7. **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.

8. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of March, 2006.

APPROVED:

PUD NO. 1 OF SKAGIT COUNTY

CITY OF SEDRO-WOOLLEY

Kenneth K. Kukuk
General Manager

Mayor

Attest:

City Clerk

Approved to form:

Approved as to form:

Warren G. Gilbert

City Attorney

Exhibit 1

Descriptions of Survey DATA to be provided to City of Sedro-Woolley



HDR - Route 2, Cook Road Water Transmission Line
Task Order #003

Task (by Hour)	Principal	Survey Project Manager	Senior Designer/ CAD Tech	Assist Designer/ CAD Tech	Field Crew 2-Man	Jr CAD Tech		Clerical
Scope Element 1: 1.0 Topographic Survey	8	24			60	36		1
Total Hours =	8	24	0	0	60	36	0	1
Hourly Rate =	\$95	\$85	\$70	\$65	\$125	\$60	\$0	\$35
Costs =	\$760	\$2,040	\$0	\$0	\$7,500	\$2,160	\$0	\$35

Total Direct Costs = \$12,495

Total Fee Proposal For Scope Element 1.0 = \$12,495

Task	Principal	Survey Project Manager	Senior Designer/ CAD Tech	Assist Designer/ CAD Tech	Field Crew 2-Man	Jr CAD Tech		Clerical
Scope Element 2: 2.0 Easement and Legal Descriptions		4				4		
Total Hours =	0	4	0	0	0	4	0	0
Hourly Rate =	\$95	\$85	\$70	\$65	\$125	\$60	\$0	\$35
Costs =	\$0	\$340	\$0	\$0	\$0	\$240	\$0	\$0

Total Direct Costs = \$580

Total Fee Proposal For Scope Element 2.0 = \$580

Task	Principal	Survey Project Manager	Senior Designer/ CAD Tech	Assist Designer/ CAD Tech	Field Crew 2-Man	Jr CAD Tech		Clerical
Scope Element 3: 3.0 Monumentation and Record of Survey	1	2	8		8	2		
Total Hours =	1	2	8	0	8	2	0	0
Hourly Rate =	\$95	\$85	\$70	\$65	\$125	\$60	\$0	\$35
Costs =	\$95	\$170	\$560	\$0	\$1,000	\$120	\$0	\$0

Total Direct Costs = \$1,945

Total Fee Proposal For Scope Element 3.0 = \$1,945

Task Order Total Fees:	
Scope Element 1	\$12,495
Scope Element 2	\$580
Scope Element 3	\$1,945
Total	\$15,020

Above estimate for services is based on DRAFT task order provided in Blanchette e-mail of 6/14/05

Exhibit 2

Easement to be provided to PUD

RETURN TO:
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
P.O. Box 1436
Mount Vernon, WA 98273-1436

PUD UTILITY EASEMENT

THIS AGREEMENT is made this _____ day of _____, 2006, between **THE CITY OF SEDRO-WOOLLEY**, hereinafter referred to as "Grantor(s)", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor(s) are the owners of certain lands and premises situated in the County of Skagit, and

WHEREAS, the District wishes to acquire certain rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the District, its successors or assigns, the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water and communication, lines or other similar public services related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation and control of water and electronic information on facilities over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

P37311

Temporary Construction Easement - Location of construction easement over the following-described tract of land is more particularly described as follows:

The following-described tract of land less the West 60 feet.

Permanent Easement - Location of permanent easement over the following-described tract of land is more particularly described as follows:

The East 20 feet of the West 120 feet of the following-described tract of land.

The East ¼ of the West ½ of the Northeast ¼ of the Southwest ¼ of Section 23, Township 35 North, Range 4 East, W.M.

EXCEPT the North 5 feet thereof conveyed to Skagit County for road purposes by deeds recorded August 24, 1894 and July 18, 1972 in Volume 28 of Deeds, page 671 and under Auditor's File No. 771240, respectively;

ALSO, EXCEPT that portion conveyed to County of Skagit and the Sedro-Woolley Sub Flood Control Zone by deed recorded July 18, 1972 under Auditor's File No. 771241 and more particularly described as follows:

A tract of land being 25 feet in width and lying on the West side adjacent to and parallel with the following described line:

Beginning at a point on the North line of the Southwest $\frac{1}{4}$ of said Section 23, 462.44 feet West of the Northeast corner thereof; **thence** South $29^{\circ}40'55''$ West 299.22 feet to the P.C. of a 15° curve to the left, said P.C. also being the TRUE POINT OF BEGINNING; **thence** following said 15° curve to the left, 197.67 feet to the P.T. of said 15° curve (said P.T. also being a point on the East line of the above described subdivision); **thence** South $0^{\circ}01'57''$ West along said East line, 882.0 feet, more or less, to a point on the South line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 23 and the TERMINUS of this line description.

ALSO, EXCEPT that portion conveyed to Skagit County by Right-of-Way Deed recorded September 23, 1999, under Skagit County Auditor's File No. 199909230054 and more particularly described as follows:

Beginning at the Northwest corner of the above described parcel;

thence Southerly along the West line of said parcel a distance of 10.00 feet; **thence** Easterly to a point on the East line of said parcel lying 12.00 feet Southerly of the Northeast corner of said parcel; **thence** Northerly along said East line to said Northeast corner and the South margin of Cook Road; **thence** Westerly along the North line of said parcel and said margin to the point of beginning.

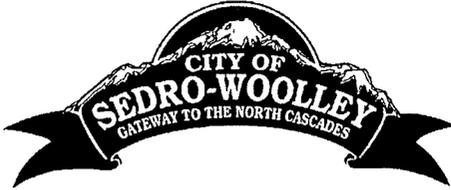
Situate in the County of Skagit, State of Washington.

together with the right of reasonable ingress to and egress in appropriate manner and place from said lands across adjacent lands of the Grantor.

The Grantor intends to use the above-described property for road right of way, utility easements, wetlands buffer, trail, and similar uses. The District shall exercise all rights under this easement in a manner consistent with such intended uses. Subject to the foregoing, the District shall have the right to cut and/or trim vegetation, or other growth standing or growing upon the lands of the Grantor which, in the opinion of the District, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District. The District shall restore any buffer, trails, or public ways to their original condition or to such condition as agreed upon by the Grantor and District, after any work.

Grantors shall conduct their activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement. The District shall provide technical assistance and information concerning the location of District's improvements to assist Grantor in design and management of future improvements.

The rights and obligations of the Grantor and District shall be binding on and inure to the benefit of the heirs, devisees, assigns and successors in interest of the parties to this agreement.



CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Patrick M. Hayden
City Attorney

MEMORANDUM

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 08 2006

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

To: Mayor and City Council
From: Pat Hayden
Date: March 2, 2006
Re: Hamilton property Purchase

Issue: The City Council should authorize Mayor Dillon to sign all closing documents and pay \$101,119.20, corrected to the actual amount due by March 10, 2006, to purchase the property at 401 Metcalf Street pursuant to the earnest money agreement between the parties.

Background: The City has entered into an earnest money agreement for purchase of property at 410 Metcalf Street. The purchase is scheduled to close on March 10, 2006. The City will need to cut a check for \$101,119.20.

Because of the large amount of this expenditure, it is being listed separately on the agenda. If Council wishes to discuss it, please move it to old business. If there are no issues, please leave it in the consent agenda.

Recommended Action: Motion authorizing Mayor Dillon and staff to execute closing papers for the purchase of property at 401 Metcalf and pay into escrow to First American Title Company the sum of \$101,119.20, correct to the actual amount due.

BUYER/BORROWER STATEMENT
Estimated

Escrow Number: 86600
Escrow Officer: Kim Smith

Title Order Number: 86600
Date: 03/02/2006 - 4:05:39PM
Closing Date: 03/10/2006

Buyer/Borrower: City of Sedro Woolley

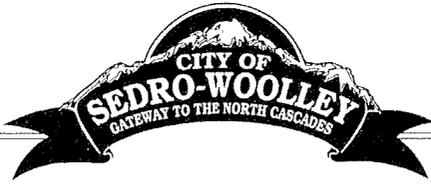
Seller: Tamara Hamilton

Property: 401 Metcalf Street, Sedro Woolley, WA 98284

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION	100,000.00	
PRORATIONS/ADJUSTMENTS:		
City billing for March @ 58.41 per 1 month(s) 3/10/2006 to 3/31/2006	40.33	
TITLE CHARGES		
Owner's Premium for 100,000.00: First American Title Of Skagit County	550.00	
Mortgage Recording Fee: First American Title Of Skagit County	60.00	
Owner's Premium - Tax: for 100,000.00: First American Title Of Skagit County	43.45	
ESCROW CHARGES TO: First American Title Of Skagit County		
Escrow Fee	385.00	
Escrow Fee - Tax	30.42	
TAXES:		
Excise Tax to: Skagit County Treasurer	10.00	
BALANCE DUE TO ESCROW		101,119.20
TOTALS	101,119.20	101,119.20

City of Sedro Woolley

By: _____
Sharon Dillion, Mayor



MAR 08 2006

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

The City of Sedro-Woolley Proclamation

Whereas, in 1987 Congress designated the month of March as “National Women’s History Month” across the country and the President authorized the issue of a proclamation, calling upon the people of the United States to observe this month with appropriate programs, ceremonies, and activities; and

Whereas, the 2006 National Women’s History Month will hold a special significance for all women as we recognize the many strides, accomplishments, and contributions that women have made in the past century, and the great expectations, challenges, and success for women in the future; and

Whereas, during this celebration, we should especially remember the women from Sedro-Woolley we are serving with our military in Afghanistan, Iraq, and around the world, as well as those who have served previously in the military; and

Whereas, to honor Women’s History Month, the Washington State Employment Security Department, Pierce County Veterans, and AMVETS Oist#1 in Tacoma will host a job/career fair as an opportunity for women veterans and job seekers to connect with colleges, employers and community organizations looking for qualified employees;

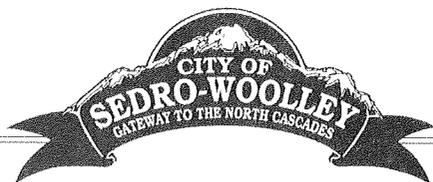
NOW THEREFORE I, Sharon D. Dillon, Mayor of the City of Sedro-Woolley do hereby proclaim March 2006 as

WOMEN’S HISTORY MONTH

in Sedro-Woolley, and I urge all citizens to join me in this special observance.

Signed this 8th day of March, 2006

Sharon D. Dillon Mayor



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 08 2006

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

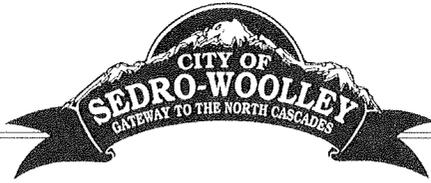
Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

NEW BUSINESS



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

DATE: March 1, 2006

TO: Mayor Sharon Dillon and City Council

CITY COUNCIL AGENDA
REGULAR MEETING

FROM: STAFF *RBL*

MAR 08 2006

SUBJECT: Contract with Semrau Engineering & Surveying

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

Issue:

Should the City Council authorize the Mayor to sign the contract with Semrau Engineering & Surveying in the total amount of \$20,000 for engineering and surveying services?

Discussion:

Attached is a contract for engineering & surveying services with Semrau Engineering & Surveying for work to include a preliminary design of F&S Grade Road, Jones Road, and Garden of Eden Road.

This work will allow us to have a preliminary design for sewer and roadways for developers (and the City) to build to. One of the most common issues in 'piecemeal' development is the issue of tying bits and pieces of infrastructure together in a way that works. This work will help with that issue for the Garden of Eden area.

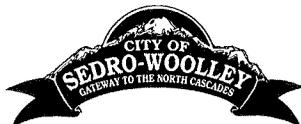
This work is not "doing the developers' work for them," but rather will make the City's task of requiring infrastructure improvements from developers much easier.

Recommended Action:

Motion authorizing the Mayor to sign a contract with Semrau Engineering & Surveying for engineering and surveying services in the amount not to exceed \$20,000.

Thank you.

RJB:rjb



PROFESSIONAL SERVICES AGREEMENT No. 06 - 01.
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 8th day of March, 2006, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and Semrau Engineering & Surveying, PLLC. whose address is 2118 Riverside Drive, Mount Vernon, WA 98273, hereinafter referred to as the "Consultant".

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

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

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

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

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

1. Scope of Services.

The Consultant agrees to perform in a satisfactory and proper manner, as determined by the City, services as engineering, surveying consultant that are requested by the City of Sedro-Woolley

from time to time ("on-call").

these services shall include Scope, Schedule, and Compensation as specified in "Task Order" format, provided that the total of all task orders does not exceed the maximum value as set forth in section 5 of this contract.

These services shall include:

see Attachment A, "Scope of Services"; or _____

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Consultant is to commence
 on or before _____
 as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.
 completed not later than _____
 pursuant to the schedule set forth on Attachment B, Schedule of Work.
 pursuant to the schedule set forth in forthcoming Task Orders.

4. Delays and Extensions of Time.

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

5. Compensation and Schedule of Payments.

City shall pay the Consultant
 \$ _____ per _____, plus an additional sum for costs as normally billed by professionals in the business, including mylars, extra-ordinary postage, copying and transportation, together with applicable sales tax, if any.
 pursuant to the schedule set forth on Attachment A B C, "Compensation and Schedule of Payments."
 \$ 20,000 is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.
The Consultant shall be paid monthly on the basis of invoices for compensation earned by the Consultant during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

6. Ownership of Records and Documents.

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

7. Termination.

The term of this agreement shall be from the date signed through the date indicated in (3) above or December 31, 2006, whichever is later.

- A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:
- a) Material violation of this agreement.

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

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

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

8. Evaluation and Compliance with the Law.

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

9. City Business and Occupation License.

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

10. Liability and Hold Harmless.

Each party shall indemnify, save, and hold harmless the other party of any claim, damages, losses, liability or expense cause by or resulting from their negligence related to the performance of this contract.

The Consultant shall provide proof to the City that it is insured under a professional liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

The Consultant shall provide proof to the City that it is insured under a general liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

For purposes of this agreement the Consultant waives immunity under RCW Title 51, the State Industrial Insurance Act for any claim brought by the City.

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

12. Amendments.

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

13. Scope of Agreement.

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

14. Ratification.

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

15. Assignability.

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

16. Notices.

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

17. Choice of Law/Venue.

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

18. Non-exclusive Agreement.

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

DATED this _____ day of _____, 20__.

CITY OF SEDRO-WOOLLEY

A Washington municipal corporation

By: _____
Mayor

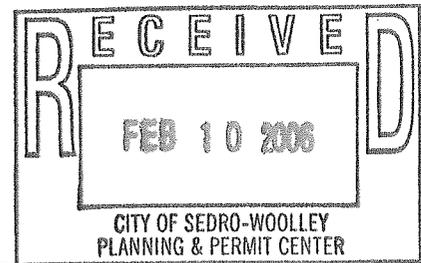
Attest:

City Clerk

CONSULTANT:

By: _____

ATTACHMENT "A"



F & S GRADE ROAD PRELIMINARY DESIGN PROJECT

Background

The City of Sedro-Woolley [herein called the Client] has recently installed a new sanitary sewer collection system and sewage lift station along the F & S Grade Road, West Jones Road and the Garden of Eden Road, located in western portion of the City. In addition, there are several developers with project being planned or constructed within this area. The Client needs a comprehensive plan for roadway improvements along F & S Grade Road, West Jones Road and the Garden of Eden Road [herein called the Project]. The Client will use the proposed roadway improvement plan to guide developers in designing their on-street improvements.

The Client has requested Semrau Engineering & Surveying [herein called the Consultant] to prepare the comprehensive roadway improvement plan for the F & S Grade Road, West Jones Road and the Garden of Eden Road. The work on the F & S Grade Road will be billed to the City's Wastewater Department while work of the West Jones Road and Garden of Eden Road will be billed to the City's Public Work Department.

Improvement along F & S Grade Road will need to tie into proposed improvements prepared by Ravnik and Associates for the intersection with West Jones Road and proposed improvements prepared by David Evans and Associates for the intersection with State Route 9. The length of improvement to be planned between these two projects is approximately 2,200 LF.

The length of improvements along West Jones Road is approximately 1,725 LF. The length of improvements along Garden of Eden Road is approximately 1,340 LF.

Scope of Work

Task A: Topographic Surveying Services

Objective: Gather existing aerial topographic survey data. Perform a limited topographic survey of the roadway centerlines to supplement the aerial data.

Approach:

1. Client will provide the aerial topographic survey data that will have both the points file and the contour file. The datum used in the aerial survey will be the datum used for the preliminary design of the proposed roadway improvements.

2. Client will collect and transmit to the Consultant design plans for sanitary sewer, storm drainage and roadway improvements in the vicinity of the Project.
3. Consultant will coordinate with other utility providers such as P.U.D. No. 1 of Skagit County, Puget Sound Energy, Cascade Natural Gas, and Verizon regarding upgrading utilities along the Project routes. The Consultant will provide recommendations of utilities that may need to be relocated or replaced..
4. Consultant will perform limited topographic survey along roadway centerline to supplement the aerial survey.
5. Consultant will prepare a topographic map of the Project routes with 2-foot contour interval using AutoCAD. Consultant will use this topographic base map for the preliminary design of the Project.

Engineering Fee Estimate: \$3,000

Task B: Preliminary Design Services

Objective: Prepare preliminary roadway design for the Project. Prepare a Project Report detailing the design basis for the Project.

Approach:

1. Consultant will, in consultation with the Client, prepare the roadway design criteria for the Project. The design criteria will address the following areas.
 - Roadway width, vertical grade, cross-slope, design speed, lane width, lane markings.
 - Intersection design configuration.
 - Driveway location and access restrictions.
 - Pedestrian sidewalks, crosswalks and ADA accessibility.
 - Storm drainage improvements, water quality treatment and stormwater detention.
2. Consultant will prepare preliminary roadway layout, including storm sewer and roadway widening improvements. The design will be based on the established design criteria. The drawings will include plan and profile of the roadway and storm drainage improvements, along with the necessary construction details and notes. The drawing list is planned to include thirteen (13) sheets, 22"x34" format, showing the following details. Half-size drawings on 11" x 17" format will be included in the Project Report.
 - Cover Sheet, Vicinity Map, and Index of Drawings (1 sheet).
 - Overview Aerial Topographic Map at 1" = 100' (2 sheets).
 - Roadway Plan and Profile Drawings at 1" = 20' (9 sheets), which will include storm sewer designs.

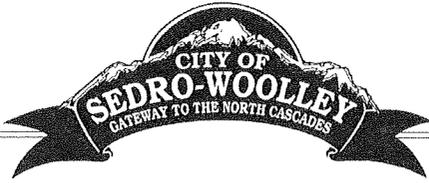
- Roadway Cross-Sections and Miscellaneous Details (1 sheet).
3. Consultant will schedule and attend two review meetings with the Client to present the design criteria and preliminary design information.
 4. Consultant will prepare a Project Report containing the roadway design criteria and the preliminary roadway layout. Consultant will provide two (2) draft Project Reports to the Client for review. Consultant will attend one meeting with the Client to discuss changes to the Project Report. Consultant will incorporate changes into the Project Report.
 5. Consultant will print five (5) copies final Project Report and provide one reproducible copy to the Client.

Engineering Fee estimate: \$15,000

Additional Services

The following services are either not provided as part of this scope of work or will be provided on a time and materials basis.

1. Perform a detailed topographic survey, other than existing roadway centerlines, of the Project routes.
2. Perform right-of-way boundary research or calculate right-of-way boundaries along the Project routes.
3. Prepare drainage calculations, sizing of drainage facilities and/or a Drainage Report.
4. Perform geotechnical engineering services along the Project routes.
5. Prepare detailed roadway or storm sewer design drawings beyond the schematic design level.
6. Prepare schematic design construction cost or project cost estimates.
7. Prepare project specifications or bid documents.
8. Investigate issues such as property encroachment and additional right-of-way acquisition.
9. Estimate quantities for the roadway improvements.



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

DATE: March 1, 2006
TO: Mayor Sharon Dillon and City Council

CITY COUNCIL AGENDA
REGULAR MEETING

FROM: STAFF *RJB*

MAR 08 2006

SUBJECT: **Contract with Northwest Datum & Design, Inc. for Engineering and Surveying Services**

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

Issue:

Should the City Council authorize the Mayor to sign the contract with Northwest Datum & Design in the total amount of \$20,000 for engineering and surveying services?

Discussion:

Attached is a contract for engineering & surveying services with Northwest Datum & Design for work to include property and right-of-way research for the area of Rita, W. Nelson, Borseth, Robinson, and Batey Streets.

This area has been problematic, and has held up several development applications due to unknown right-of-ways in the area. I do not know why this issue has remained unresolved for so long.

The City cannot allow further intensification of use of any road for which we have no legal right-of-way without using eminent domain (condemnation). In an effort to avoid using condemnation, research will be done to assess the situation, and then land owners will be approached to dedicate by quitclaim deed or other methods that land which will allow a reasonable city-owned right-of-way.

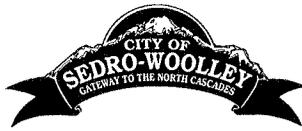
West Talcott right-of-way has already been resolved, and an agreement reached with parties involved.

Recommended Action:

Motion authorizing the Mayor to sign a contract with Northwest Datum & Design for engineering and surveying services in the amount not to exceed \$20,000.

Thank you.

RJB:rjb



PROFESSIONAL SERVICES AGREEMENT No. 06 - 02.
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 8th day of March, 2006, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and Northwest Datum and Design whose address is 1128 E. Fairhaven, Burlington, WA 98233, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as engineering and surveying consultant that are requested by the City of Sedro-Woolley

from time to time ("on-call").

These services shall include:

see Attachment A for Scope of Work.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____
 as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.
 completed not later than _____
 pursuant to the schedule set forth on Attachment B, Schedule of Work.

4. Delays and Extensions of Time.

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

5. Compensation and Schedule of Payments.

City shall pay the Contractor
 \$ _____ per _____, plus an additional sum for costs as normally billed by professionals in the business, including mylars, extra-ordinary postage, copying and transportation, together with applicable sales tax, if any.
 pursuant to the schedule set forth on Attachment [] A [x] B [] C, "January 2006 Rate Schedule".

\$ 20,000 is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.

The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

6. Ownership of Records and Documents.

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

7. Termination.

The term of this agreement shall be from the date signed through the date indicated in (3) above or December 31, 2007, whichever is later.

- A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:
- a) Material violation of this agreement.
 - b) Failure to maintain professional standards in the performance of services related to this agreement.

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

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

8. Evaluation and Compliance with the Law.

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

9. City Business and Occupation License.

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

10. Liability and Hold Harmless.

Each party shall indemnify, save, and hold harmless the other party of any claim, damages, losses, liability or expense cause by or resulting from their negligence related to the performance of this contract.

The Contractor shall provide proof to the City that it is insured under a professional liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under a general liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

For purposes of this agreement the Contractor waives immunity under RCW Title 51, the State Industrial Insurance Act for any claim brought by the City.

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

12. Amendments.

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

13. Scope of Agreement.

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

14. Ratification.

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

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

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

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

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

DATED this _____ day of _____, 20____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

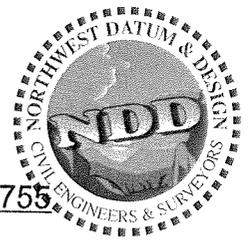
Attest:

City Clerk

CONTRACTOR:

By: _____

ATTACHMENT "A"



2/17/2006

Proposal P0755
Project _____

Mr. Rick Blair
Director of Public Works/City Engineer
720 Murdock St.
Sedro Woolley, WA 98284-1426

RE: Proposal for Rita Street Right of Way

Greetings Rick,

Thank you for the opportunity to offer our survey services to assist in resolving the W. Nelson, Borseth, Robinson, and Rita Street's Right's of Way, in the SW1/4 of the SW1/4 of Section 24, Township 35 North, Range 04 East. Presented is the cost to complete the research, title search, deed search, surveying, mapping and recording for the **Rita Street Right of Way** project.

ALSO ALLEY EAST OF BATEY

The tasks to complete are as follows:

Research/Surveying/Mapping

Obtain deeds and title reports for approximately ⁴⁰35 lots, tie highway and street monumentation and computed Right's of Way to Section monumentation and prepare a Record of Survey. We anticipate the mapping to consist of 3 pages. The street monumentation on page 1 and any necessary clarifying details and notes on following pages.

Record of Survey

\$ 13,025.00

Additional Deed Resolution

Although not anticipated, there may be deed and right of way issues exposed as the project develops. If this is the case we would proceed only after consulting with the city's project manager at the attached time and materials schedule.

Regards,

Mark Denham

Mark Denham
Project Surveyor
Ofc. 360.755.0434
Cell 360.661.4424

MID

NDD Initials Client Initials

NORTHWEST DATUM & DESIGN, INC.

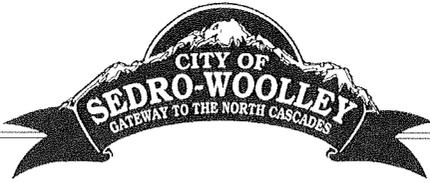
CIVIL ENGINEERING AND SURVEYING SOLUTIONS

Z:\Projects\2006\P0755\0755-Proposa.doc

ATTACHMENT "B"

JANUARY 2006 RATE SCHEDULE

Project Engineer	\$120/hour
Licensed Civil Engineer	\$105/hour
Engineering Tech	\$80/hour
Licensed Land Surveyor	\$120/hour
Survey Manager	\$105/hour
Survey Tech	\$80/hour
One-Man Survey Crew	\$105/hour
Two-Man Survey Crew	\$150/hour
Three-Man Survey Crew	\$175/hour
AutoCAD Tech	\$80/hour
Administrative	\$43/hour



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

DATE: March 1, 2006
TO: Mayor Sharon Dillon and City Council
FROM: STAFF *RJB*
SUBJECT: **Contract with Lee Johnson & Sons Contracting for On-Call Services**

**CITY COUNCIL AGENDA
REGULAR MEETING**

MAR 08 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 8

Issue:

Should the City Council authorize the Mayor to sign the contract with Lee Johnson & Sons in the total amount of \$190,000 for on-call services, including emergency sewer projects?

Background:

Attached is a general contract for services with Lee Johnson & Sons Contracting for "On-Call Work.

Until now, we have not done on-call contracts for small works projects. We should be doing much more of this type of contracting for small tasks.

The intent of this proposal is to set up a general "on-call" contract with Johnson & Sons, from which specific "task orders" will be executed. The maximum amount from all task orders under this contract will not exceed \$190,000. The purpose of using this method is to allow quicker response time and greater flexibility for reacting when project timelines become critical as the construction season is upon us or emergency situations exist.

Work defined by task order(s) will mainly consist of sewer repair and installation.

Recommended Action:

Motion authorizing the Mayor to sign a contract with Lee Johnson & Sons Contracting for on-call services in the amount not to exceed \$190,000.

Thank you.

RJB:rjb

ON-CALL PUBLIC WORKS AGREEMENT

06-03

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and Lee Johnson & Sons Contracting, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor proposal (if any), project plans and technical specifications:

"On-Call" Task Order Agreement. Per Section F below, Task Orders smaller than \$25,000 will utilize Retainage Options, and Task Orders \$25,000 or greater will require bonding.

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates City Engineer as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business and Occupation License is required, and Contractor is responsible for payment of the taxes imposed thereunder.

D. Equal Employment Responsibilities: Contractor agrees that it shall actively solicit the employment of minority group members. contractor further agrees that it shall actively solicit bids for the subcontracting of goods of services from qualified minority businesses. contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section to the Project Manager. As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, Blacks, Women, Native Americans, Orientals, Eskimos, Aleuts, and Spanish Americans.

This subparagraph replaces section 1-07.11(1) through (10) of the General conditions. If this contract includes Federal funds, contractor must comply with the foregoing section of the General conditions.

E. **Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

F. **Bonding Requirements:** The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$25,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

G. **Insurance:** Contractor agrees to obtain liability insurance naming the City as an additional insured in amounts and in the form acceptable to the city, and to provide a Certificate of Insurance to this effect.

H. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the Traffic Engineer. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

- A. The maximum payable hereunder is \$ 190,000
- B. The City agrees to pay the Contractor Per Task Order
- C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.
- D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.
- E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

- A. Term of contract: contractor shall begin work within ten days of Notice to Proceed by Task Order and will complete work according to Task Order. All terms of this contract will expire December 31, 2008.
- B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.
- C. Scope of project: "On-Call" Task Order Contract Work.

EXECUTED, this the _____ day of _____, 200____, for the Contractor, _____

_____, Contractor

EXECUTED, this the _____ day of _____, 200____, for the CITY OF SEDRO-WOOLLEY:

SHARON DILLON, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

TASK ORDER # ____
SMALL WORKS

Date: _____

Department / Division: _____

Contractor Name and Address: _____

Scope of Work: _____

Prevailing wage form will be submitted to the department in accordance with RCW 39.12.010

Contractor agrees to withholding of 50% of contract amount in accordance with RCW 39.08.010

Contractor will perform work in accordance with 2004 State of Washington, Department of Transportation, Standard Specifications.

Payment Terms: _____

Insurance attached.

Contract bond attached (for projects over \$25,000).

Work under this Task Order shall be completed by _____.

Print Name:

Sign Name:

Project Manager

Contractor

Department Head

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 200__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal

Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

Contractor: _____

Project Name: _____

Date: _____

Project Number: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. (Note, this document also applies to contract proceeds held in lieu of performance bond, per RCW 39.08.010.) Please complete and sign this form indicating your preference. If you fail to do so, the City will deposit the funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. if you prefer a particular bank, state its name and account number: _____

2. **Escrow / Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues.

Preferred bank: _____
Securities / bonds: _____

3. **Guarantee Deposit:** Retainage will be deposited in a manner selected by the City. No interest is payable to the Contractor.

Retainage is normally released 30 days after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature. State law allows for limited early release of retainage in certain circumstances.

(Contractor's Signature)

(Title)