

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 22, 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 #56849 to #56966 for \$334,849.27
 - Payroll Warrants #37522 to #37611 for \$136,724.28
- c. Waiver of Fees - Community Center - SWSD - April 18th & 19th, 2006
- d. Street Closure Request - North Cascade Ford - Ferry St - April 30, 2006
- e. Waiver of Fees - Community Center - Bacus Maintenance Assoc. - June 10, 2006
- f. Community Center Usage by Sedro-Woolley Rotary (2006-2011)
- g. Supplement Agreements No. 3 and No. 4 for David Evans & Associates for F&S Grade/SR 20 Intersection

4. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARINGS

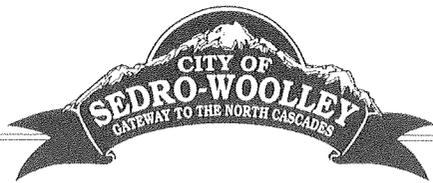
UNFINISHED BUSINESS

5. Contract - Northwest Datum & Design, Inc. for Engineering and Surveying Services

NEW BUSINESS

6. Skagit PUD Fluoridation in City Water
7. Ordinance - Establishing Rates at Sedro-Woolley Union Cemetery (Amending 1495-04)
8. Resolution - CERB Grant for Fruitdale-McGarigle Road Project
9. Golf Course Lease (*Discussion Only*)

EXECUTIVE SESSION



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 22 2006

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

DATE: March 22, 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 22, 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 22 2006

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
March 8, 2006 – 7:00 P.M. – Community Center

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

Pledge of Allegiance

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

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #56711 to #56848 for \$157,161.52
 - Payroll Warrants #37432 to #37521 for \$182,597.38
- Waiver of Fees – Memorial Park – SWHS Alumni Assoc. – May 6, 2006
- Request for Out of State Training – Police Department
- Donation of Emergency Response Vehicle to Skagit Co. Hostage Negotiations Team
- Employment Contract – Fire Chief
- Interlocal Agreement – Easement to Public Utility District No. 1 of Skagit County
- Hamilton Property Purchase

Councilmember Lemley moved to accept consent calendar Items A through H. Seconded by Councilmember Splane. Motion carried. (Councilmember Requa abstained from Warrant #56803 – Skagit Surveyors & Engineers).

Proclamation – Women’s History Month

Mayor Dillon read a proclamation proclaiming the month of March as National Women’s History Month. In commemoration she remembered women from Sedro-Woolley who have served in the military. Mayor Dillon introduced Connie Peterson, Chief Petty Officer and Judith Neff, Navy Corpsman Third Class recognizing them for their services to Sedro-Woolley and their country.

Public Comment

Rob Janicki – 103 N. Township, addressed the Council regarding a transfer of development program. He noted the County has hired a consultant for this program and he encouraged the City become a part of this study. Janicki reviewed the basics of how

the program works and discussed some of the benefits of the program to the City with infrastructure.

Jack Spalding – 9598 Glenwood Acres, addressed the Council regarding the type of ticket issued for the use of compression brakes. Spalding noted he believed that muffled brakes should be allowed and that signage should be changed to restrict the use of unmuffled compression brakes.

PUBLIC HEARINGS

None

OLD BUSINESS

None

NEW BUSINESS

Contract – Semrau for Engineering & Surveying Services

Engineer Blair reviewed the proposed contract with Semrau Engineering & Surveying for work to include a preliminary design of F & S Grade Road, Jones Road, and Garden of Eden Road.

Council discussion ensued to include need and the review of additional services clause.

Debbie Allen – 433 Talcott, Sewer Department foreman, addressed the Council and noted they get many questions from developers as to how they can connect to the sewer. The preliminary design would be an attempt to address the area and show how the sewer line should flow. Allen noted that there has been some discussion of implementing a per foot price to be charged as development occurs.

Councilmember Requa expressed concern of doing preliminary design for roadway.

Attorney Hayden compared large developments and developers doing the plans for road improvements with two to four-lot short plats. The preliminary design will provide cohesiveness for development in an area with lots of small development so it is not patched together. Hayden noted it is a small investment with a big rate of return. The plan will be specialized for the specific area.

Councilmember Requa questioned the cost of the contract and additional services clause.

Councilmember Galbraith moved to authorize the Mayor to sign a contract with Semrau Engineering & Surveying for engineering and surveying services in the amount not to exceed \$20,000. Seconded by Councilmember Meamber. Motion carried 5-2 (Councilmembers Requa and Splane opposed).

Contract – Northwest Datum & Design, Inc. for Engineering & Surveying Services
Engineer Blair reviewed the contract for engineering & surveying services with Northwest Datum & Design for the area of Rita, W. Nelson, Borseth, Robinson and Batey Streets. Blair noted the area has been problematic due to right-of-way issues.

Councilmember Requa moved to table the topic to the next Council meeting.
Councilmember Meamber seconded. Motion carried.

Contract – Lee Johnson & Sons Contracting for On-Call Services

Mayor Dillon reviewed the contract for on-call services with Lee Johnson & Sons Contracting. Engineer Blair noted this contract would make it easier for the Sewer Department with emergency job situations.

Discussion on the contract limits, wording of the contract, availability of contractor and small works contract limits ensued.

Councilmember Anderson moved to enter into a contract with Lee Johnson and Sons Contracting for on call services in an amount not to exceed \$190,000. Seconded by Councilmember Colgan. Motion carried.

COMMITTEE REPORTS & REPORTS FROM OFFICERS

Mayor Dillon – shared a certificate of support received from the Sedro-Woolley School District for continuing support of their career and technology education program. She also noted she will be signing the Skagit River Partnership agreement unless she hears differently from Councilmembers.

Councilmember Requa – expressed concern of the use of Hammer Heritage Square for the Farmer’s Market. He noted he had received some negative comments from some of the business owners and thought there should have been some discussion prior to a decision of allowing the use of the Square.

Mayor Dillon noted that the committee came to her and she thought it to be a wonderful location. She hoped the business owners would expand on the draw of people to the park. She also noted the committee was intending to visit each business within the area to address any concerns they may have.

Council discussion ensued with most of the Council wanting to give the location a try.

Councilmember Lemley – noted he will not be in attendance at the March 22, 2006 meeting.

Councilmember Anderson – expressed concern of mobile canteens and businesses coming into town and requested the topic be placed for discussion at a future work

session. He also discussed turning the culvert at Janicki Field into a trail and noted he and Ray Houser would take the lead in the project if they could get some gravel. Anderson also stated he would like to proceed with the trail at Highway 20 and would arrange work parties if the City would get the materials.

Police Chief Wood – announced the receipt of a grant from the Washington State Traffic Commission for three radar guns. Wood stated that 70 people tested for public safety testing, there is one more testing date scheduled and from there the hiring process will start for the new police officer. Wood also announced that Officer Benson is scheduled to graduate from the Police Academy on the March 28th and then will begin his 3 month field training.

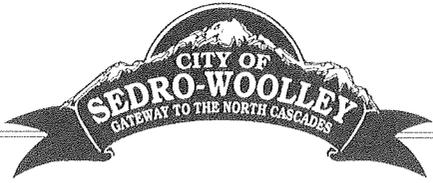
EXECUTIVE SESSION

The meeting adjourned to executive session at 8:06 P.M. for the purpose of discussion of personnel with no decision anticipated.

The meeting reconvened at 8:40 P.M.

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

The meeting adjourned at 8:40 P.M.



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 22 2006

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

DATE: March 22, 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 22, 2006.

Motion to approve Claim Vouchers #56849 to #56966 in the amount of \$334,849.27.

Motion to approve Payroll Warrants #37522 to #37611 in the amount of \$136,724.28.

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
56849	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	6,769.80
		WARRANT TOTAL		6,769.80
56850	FIRST AMERICAN TITLE	CITY HALL - LAND PURCHASE		101,119.20
		WARRANT TOTAL		101,119.20
56851	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	448.00
		MISC-FILING FEES/LIEN EXP	SAN	513.00
		WARRANT TOTAL		961.00
56852	ADVANTAGE BUSINESS &	SUPPLIES	JUD	5.10
		SUPPLIES	FIN	25.45
		SUPPLIES/BOOKS	PLN	7.64
		SUPPLIES	ENG	7.64
		OFFICE/OPERATING SUPPLIES	PD	78.92
		OFFICE SUPPLIES	FD	15.27
		OFF/OPER SUPPS & BOOKS	INSP	5.10
		OPERATING SUPPLIES	LIB	28.00
		OFFICE SUPPLIES / POSTAGE	PL	38.18
		OFFICE SUPPLIES	SWR	28.00
		OFFICE SUPPLIES	SAN	15.27
		WARRANT TOTAL		254.57
56853	ADVANCE TRAVEL	TRAVEL	PD	88.00
		TUITION/REGISTRATION	PD	50.00
		TUITION/REGISTRATION	PD	190.00
		WARRANT TOTAL		328.00
56854	ALLELUJAH BUSINESS SYSTEMS	MISC-DUES	INSP	46.94
		WARRANT TOTAL		46.94
56855	ALL-PHASE ELECTRIC	MAINT OF GENERAL EQUIP	SWR	71.14
		WARRANT TOTAL		71.14
56856	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	SAN	79.95
		WARRANT TOTAL		79.95
56857	AMERICAN PUBLIC WORKS	DUES/SUBSCRIPTIONS	ENG	136.00
		WARRANT TOTAL		136.00
56858	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	6,769.80
		WARRANT TOTAL		6,769.80
56859	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	77.08
		AUTO FUEL	PD	804.91
		AUTO FUEL/DIESEL	FD	337.53
		OPERATING SUPPLIES	PL	109.22
		VEHICLE FUEL / DIESEL		262.92
		AUTO FUEL/DIESEL	SWR	113.04
		AUTO FUEL/DIESEL	SAN	843.26
		WARRANT TOTAL		2,547.96

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56860	AQUA-TERR SYSTEMS INC	PROFESSIONAL SERVICES	INSP	850.00
		WARRANT TOTAL		850.00
56861	AT & T	TELEPHONE	JUD	.88
		TELEPHONE	FIN	30.50
		TELEPHONE	LGL	33.28
		TELEPHONE	PLN	12.27
		TELEPHONE	ENG	7.89
		TELEPHONE	PD	27.41
		TELEPHONE	INSP	4.38
		TELEPHONE	SWR	14.02
		WARRANT TOTAL		130.63
56862	CINGULAR	TELEPHONE	PD	656.49
		WARRANT TOTAL		656.49
56863	AVAYA INC.	TELEPHONE	FIN	100.00
		TELEPHONE	PLN	204.05
		TELEPHONE	ENG	204.05
		TELEPHONE	INSP	252.60
		TELEPHONE	INSP	48.56-
		WARRANT TOTAL		712.14
56864	BANK OF AMERICA	SUPPLIES	FIN	48.53
		COMPUTER NETWORK	CS	64.73
		TUITION/REGISTRATION	ENG	435.00
		TRAVEL	PD	374.75
		MAINT OF GENERAL EQUIP	SWR	117.99
		MISC-TUITION/REGISTRATION	SWR	95.00
		BUILDINGS & STRUCTURES	SWR	591.40
		BUILDINGS & STRUCTURES	SWR	116.53
		BUILDINGS & STRUCTURES	SWR	304.05
		WARRANT TOTAL		2,147.98
56865	BARNETT IMPLEMENT CO. INC	REPAIRS/MAINT - EQUIP	PL	210.35
		WARRANT TOTAL		210.35
56866	BANK OF AMERICA	SMALL TOOLS & MINOR EQUIP	FD	407.89
		WARRANT TOTAL		407.89
56867	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES	PD	142.35
		OFFICE/OPERATING SUPPLIES	PD	29.17
		OPERATING SUPPLIES	FD	142.36
		OPERATING SUPPLIES	FD	29.16
		OPERATING SUPPLIES	PL	313.72
		SUPPLIS - COMMUNITY CENTER	PL	313.72
		WARRANT TOTAL		970.48
56868	BERG VAULT COMPANY	LINERS	PL	1,500.00
		WARRANT TOTAL		1,500.00
56869	BIRCH EQUIPMENT CO INC	EQUIPMENT RENTAL	SAN	587.08

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		587.08
56870	BLARG! ONLINE SVC. INC.	TELEPHONE	FD	19.95
		WARRANT TOTAL		19.95
56871	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	119.08
		WARRANT TOTAL		119.08
56872	BOULDER PARK, INC	MAINT - SOLIDS HANDLING	SWR	4,265.17
		WARRANT TOTAL		4,265.17
56873	BUS JUNGQUIST FURNITURE	REPAIRS/MAINT-DORM	FD	2,000.00
		WARRANT TOTAL		2,000.00
56874	CARLETTI ARCHITECTS P.S.	CITY HALL DESIGN		10,095.75
		WARRANT TOTAL		10,095.75
56875	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	825.53
		PUBLIC UTILITIES	FD	2,344.27
		PUBLIC UTILITIES	LIB	308.70
		PUBLIC UTILITIES	PL	598.37
		PUBLIC UTIL - COMM CENTER	PL	232.50
		PUBLIC UTIL - SENIOR CENTER	PL	667.07
		PUBLIC UTIL - FOOD BANK	PL	102.99
		PUBLIC UTIL - HHS	PL	129.64
		PUBLIC UTILITIES	SWR	295.86
		PUBLIC UTILITIES	SAN	511.88
		WARRANT TOTAL		6,016.81
56876	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	15.65
		WARRANT TOTAL		15.65
56877	CERTIFIED LABORATORIES	OPERATING SUPPLIES	PL	162.79
		REPAIRS/MAINT - EQUIP	PL	183.10
		WARRANT TOTAL		345.89
56878	COLLINS OFFICE SUPPLY, INC	SUPPLIES	LGS	15.63
		SUPPLIES	EXE	19.42
		SUPPLIES	FIN	10.23
		SUPPLIES	FIN	8.93
		SUPPLIES/BOOKS	PLN	9.99
		SUPPLIES	ENG	17.98
		OFF/OPER SUPPS & BOOKS	INSP	94.85
		OFFICE SUPPLIES	SAN	17.14
		WARRANT TOTAL		194.17
56879	COOK PAGING (WA)	TELEPHONE	FD	6.56
		WARRANT TOTAL		6.56
56880	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	68.40
		REPAIRS/MAINT - EQUIP	PL	59.56
		WARRANT TOTAL		127.96

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56881	SKAGIT WEEKLY NEWS GROUP	ADVERTISING	HOT	647.40
		WARRANT TOTAL		647.40
56882	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT-EQUIP	FD	288.09
		WARRANT TOTAL		288.09
56883	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	57.30
		WARRANT TOTAL		57.30
56884	DALCO, INC	OPERATING SUPPLIES	SAN	97.11
		WARRANT TOTAL		97.11
56885	DATA BASE	SUPPLIES	FIN	30.00
		WARRANT TOTAL		30.00
56886	DEPARTMENT OF LICENSING	EQUIPMENT & VEHICLES	PK	64.50
		EQUIPMENT & VEHICLES	SWR	32.25
		WARRANT TOTAL		96.75
56887	DESTINATION WIRELESS	OPERATING SUPPLIES	SWR	16.19
		WARRANT TOTAL		16.19
56888	E & E LUMBER	REPAIR & MAINTENANCE	CS	82.73
		OPERATING SUPPLIES	PL	98.20
		OPERATING SUPPLIES	PL	5.93
		OP. SUPPLIES - TRAFFIC	PL	102.92
		SUPPLIES - CAMPGROUND	PL	9.70
		SMALL TOOL & MINOR EQUIP	PL	79.79
		SAFETY EQUIPMENT	PL	5.71
		MAINT OF GENERAL EQUIP	SWR	296.73
		OPERATING SUPPLIES	SWR	17.79
		OPERATING SUPPLIES	SWR	102.19
		OPERATING SUPPLIES	SWR	33.54
		OPERATING SUPPLIES	SWR	45.43
		OPERATING SUPPLIES	SWR	4.48
		OPERATING SUPPLIES	SWR	60.52
		OPERATING SUPPLIES	SWR	48.66
		OPERATING SUPPLIES	SWR	10.02
		OPERATING SUPPLIES	SWR	32.35
		OPERATING SUPPLIES	SWR	15.10
		WARRANT TOTAL		1,051.79
56889	E & E LUMBER	VOIDED WARRANT		.00
		VOIDED WARRANT		.00
		WARRANT TOTAL		.00
56890	ENTERPRISE SALES, INC.	CONTAINERS	SAN	6,700.59
		WARRANT TOTAL		6,700.59
56891	FAIRHAVEN FAMILY MEDICINE	MISC-PERMITS & LICENSES	PL	90.00
		WARRANT TOTAL		90.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56892	FASTENAL COMPANY	OP. SUPPLIES - TRAFFIC	PL	188.80
		OP. SUPPLIES - TRAFFIC	PL	44.42
		WARRANT TOTAL		233.22
56893	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	25.00
		SAFETY EQUIPMENT	PL	45.00
		PROFESSIONAL SERVICES	PL	75.00
		PROFESSIONAL SERVICES	PL	15.00
		WARRANT TOTAL		160.00
56894	FEDERAL EXPRESS CORP.	POSTAGE	FIN	45.37
		WARRANT TOTAL		45.37
56895	GEOTIVITY INC.	PROF SVS-ENGINEERING	SWR	7,081.56
		WARRANT TOTAL		7,081.56
56896	HAYDEN, PATRICK	MISC-FILING FEES	PLN	50.00
		WARRANT TOTAL		50.00
56897	HEWLETT PACKARD CO.	OFFICE EQUIPMENT	LGL	1,676.77
		WARRANT TOTAL		1,676.77
56898	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	106.79
		WARRANT TOTAL		106.79
56899	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	51.11
		WARRANT TOTAL		51.11
56900	INDUSTRIAL ELECTRIC & MACHINE	REPAIRS/MAINT-EQUIP	FD	208.50
		WARRANT TOTAL		208.50
56901	ISOMEDIA.COM	TELEPHONE	FIN	8.74
		TELEPHONE	PLN	8.74
		TELEPHONE	ENG	8.74
		TELEPHONE	INSP	8.73
		TELEPHONE	LIB	39.95
		WARRANT TOTAL		74.90
56902	KESSELRING'S	AMMUNITION	PD	1,181.72
		WARRANT TOTAL		1,181.72
56903	LABCORP	PROFESSIONAL SERVICES	INSP	51.50
		WARRANT TOTAL		51.50
56904	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	202.50
		WARRANT TOTAL		202.50
56905	LEE JOHNSON & SONS	MAINTENANCE OF LINES	SWR	2,656.33
		WARRANT TOTAL		2,656.33
56906	LOGGERS AND CONTRACTORS	MAINT OF GENERAL EQUIP	SWR	21.00
		WARRANT TOTAL		21.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56907	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
56908	MARTIN MARIETTA MATERIALS	REPAIRS/MAINT-STREETS	PL	250.65
		REPAIRS/MAINT-STREETS	PL	505.67
		REPAIRS/MAINT-STREETS	PL	634.74
		WARRANT TOTAL		1,391.06
56909	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	112.07
		PROFESSIONAL SERVICES	INSP	178.32
		PROFESSIONAL SERVICES	INSP	178.32
		PROFESSIONAL SERVICES	INSP	441.15
		PROFESSIONAL SERVICES	INSP	441.15
		PROFESSIONAL SERVICES	INSP	105.63
		PROFESSIONAL SERVICES	INSP	5,160.94
		WARRANT TOTAL		6,617.58
56910	MORTENSON SIGNS	ADVERTISING	HOT	384.07
		WARRANT TOTAL		384.07
56911	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	FD	314.39
		WARRANT TOTAL		314.39
56912	NEWMAN SIGNS INC	OP. SUPPLIES - TRAFFIC	PL	1,141.40
		WARRANT TOTAL		1,141.40
56913	NORTH CASCADE FORD	EQUIPMENT & VEHICLES	PK	13,694.17
		EQUIPMENT & VEHICLES	PK	17,634.44
		EQUIPMENT & VEHICLES	SWR	13,694.17
		WARRANT TOTAL		45,022.78
56914	NORTHWEST CASCADE INC.	OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	72.70
		WARRANT TOTAL		166.46
56915	OFFICE DEPOT	MACHINERY & EQUIPMENT	PD	214.69
		OFFICE SUPPLIES	SWR	253.35
		OPERATING SUPPLIES	SWR	144.54
		WARRANT TOTAL		612.58
56916	OFFICE SYSTEMS	OPERATING RENTALS/LEASES	FIN	107.90
		WARRANT TOTAL		107.90
56917	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	26.64
		REPAIRS/MAINT-STORM DRAIN	PL	31.51
		MISC-LAUNDRY	PL	16.80
		MISC-LAUNDRY	PL	19.06
		MISC-LAUNDRY	PL	16.80
		MISC-LAUNDRY	PL	19.06
		MISC-LAUNDRY	PL	31.51
		MISC-LAUNDRY	PL	19.06
		LAUNDRY	SWR	21.12

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		LAUNDRY	SWR	21.12
		LAUNDRY	SWR	21.12
		WARRANT TOTAL		243.80
56918	OSBORNE, ROBERT	PROFESSIONAL SERVICES	INSP	519.75
		WARRANT TOTAL		519.75
56919	PACIFIC POWER PRODUCTS	MAINTENANCE CONTRACTS	SWR	2,844.54
		WARRANT TOTAL		2,844.54
56920	PARAMOUNT SUPPLY COMPANY	MAINT OF GENERAL EQUIP	SWR	38.92
		WARRANT TOTAL		38.92
56921	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT - EQUIP	PL	65.60
		WARRANT TOTAL		65.60
56922	PETTY CASH	SUPPLIES	ENG	59.50
		POSTAGE	SWR	3.00
		POSTAGE	SAN	3.00
		EQUIPMENT & VEHICLES	SWR	25.75
		WARRANT TOTAL		91.25
56923	PRESTON GATES & ELLIS LLP	PROFESSIONAL SERVICES	LGL	1,103.45
		WARRANT TOTAL		1,103.45
56924	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	51.28
		PUBLIC UTILITIES	CS	30.22
		PUBLIC UTILITIES	FD	146.30
		PUBLIC UTILITIES	LIB	18.55
		PUBLIC UTILITIES	PL	394.98
		PUBLIC UTIL - CAMPGROUND	PL	113.56
		PUBLIC UTIL - HHS	PL	67.66
		PUBLIC UTILITIES	SWR	115.73
		PUBLIC UTILITIES	SAN	30.22
		WARRANT TOTAL		968.50
56925	PUBLIC SAFETY CENTER, INC.	MACHINERY & EQUIPMENT	PD	143.56
		WARRANT TOTAL		143.56
56926	PUGET SOUND ENERGY	PUBLIC UTIL - STREETLIGHTS	PL	6,097.11
		WARRANT TOTAL		6,097.11
56927	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	541.92
		ENGINEERING-POLTE/TOWNSHIP	AST	1,004.13
		ROADWAY - ARTERIAL MAINT	AST	1,354.15
		ENGINEERING - METCALF LINE	PWT	180.74
		ENGINEERING-TOWNSHIP LINE	PWT	561.05
		ENGINEERING-TOWNSHIP LINE	PWT	180.75
		ENGINEERING-TOWNSHIP LINE	PWT	3,121.92
		IMPROVEMENT-METCALF LINE	SWR	340.45
		WARRANT TOTAL		7,285.11

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56928	RJS AND ASSOCIATES	NEGOTIATIONS	FIN	936.30
		WARRANT TOTAL		936.30
56929	RODDA PAINT CO.	OPERATING SUPPLIES	SWR	9.67
		WARRANT TOTAL		9.67
56930	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	89.49
		OPERATING SUPPLIES	SWR	139.99
		OPERATING SUPPLIES	SWR	151.97
		OPERATING SUPPLIES	SWR	84.15
		WARRANT TOTAL		465.60
56931	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	CS	16.02
		REPAIR & MAINT - AUTO	PD	2.14
		OPERATING SUPPLIES	FD	52.83
		OPERATING SUPPLIES	PL	9.19
		OPERATING SUPPLIES	PL	5.72
		OPERATING SUPPLIES	PL	21.62
		OPERATING SUPPLIES	PL	16.50
		OPERATING SUPPLIES	PL	10.75
		OPERATING SUPPLIES	PL	39.49
		REPAIRS/MAINT - EQUIP	PL	17.64
		REPAIRS/MAINT - EQUIP	PL	34.26
		REPAIRS/MAINT - EQUIP	PL	16.30
		REPAIRS/MAINT - EQUIP	PL	32.43
		REPAIRS/MAINT-ST CLEANING	PL	6.24
		REPAIRS/MAINT-ST CLEANING	PL	6.24
		OPERATING SUPPLIES	SWR	38.52
		WARRANT TOTAL		313.41
56932	SEDRO-WOOLLEY AUTO PARTS	VOIDED WARRANT		.00
		VOIDED WARRANT		.00
		WARRANT TOTAL		.00
56933	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		8,390.00
		WARRANT TOTAL		8,390.00
56934	SEVEN SISTERS, INC.	MAINTENANCE CONTRACTS	SWR	29.79
		OTHER IMPROVEMENTS	SWR	1,227.71
		WARRANT TOTAL		1,257.50
56935	SK. CO. PUBLIC WORKS DEPT	SKAGIT CO SOLID WASTE	SWR	1,694.82
		WARRANT TOTAL		1,694.82
56936	SK. CO. FIRE CHIEFS ASSOC	MISC-DUES	FD	75.00
		WARRANT TOTAL		75.00
56937	SKAGIT CO HEALTH DEPT	PROFESSIONAL SERVICES	SAN	158.00
		WARRANT TOTAL		158.00
56938	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	33,460.48
		WARRANT TOTAL		33,460.48

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56939	SKAGIT COUNTY SHERIFF	PRISONERS	PD	1,758.84
		PRISONERS	PD	7,097.86
		WARRANT TOTAL		8,856.70
56940	SKAGIT FARMERS SUPPLY	PROPANE	PL	10.09
		PROPANE	PL	24.90
		WARRANT TOTAL		34.99
56941	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP	SAN	220.07
		WARRANT TOTAL		220.07
56942	SKAGIT COUNTY HUMAN SVC.	SKAGIT COUNCIL ON ALCOHOL	ALC	1,764.28
		WARRANT TOTAL		1,764.28
56943	SKAGIT RIVER STEEL	MAINT OF GENERAL EQUIP	SWR	148.58
		OPERATING SUPPLIES	SWR	35.77
		WARRANT TOTAL		184.35
56944	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	23.40
		ADVERTISING	ENG	178.35
		ADVERTISING	ENG	178.35
		WARRANT TOTAL		380.10
56945	SMILEY'S INC.	MAINTENANCE OF VEHICLES	SWR	233.06
		WARRANT TOTAL		233.06
56946	SOLUTIONS SAFETY SVC INC	OPERATING SUPPLIES	FD	99.33
		WARRANT TOTAL		99.33
56947	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP	SAN	40.32
		WARRANT TOTAL		40.32
56948	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	16.73
		MISC-LAUNDRY	FD	19.42
		WARRANT TOTAL		36.15
56949	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
56950	S & W ROCK PRODUCTS, INC.	OTHER IMPROVEMENTS	PL	844.74
		WARRANT TOTAL		844.74
56951	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL		393.17
		WARRANT TOTAL		393.17
56952	TRAIL ROAD SHELL	REPAIRS/MAINT-EQUIP	FD	49.85
		REPAIRS/MAINT-EQUIP	FD	32.59
		REPAIRS/MAINT-EQUIP	FD	29.08
		WARRANT TOTAL		111.52
56953	TRANSCRIPTIONGEAR.COM	OFFICE EQUIPMENT	PLN	58.09
		WARRANT TOTAL		58.09

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
56954	TRUE VALUE	OPERATING SUPPLIES	FD	6.44
		OPERATING SUPPLIES	FD	4.31
		OPERATING SUPPLIES	FD	2.15
		REPAIRS/MAINT-EQUIP	FD	9.26
		REPAIRS/MAINT-DORM	FD	51.50
		SUPPLIES - CAMPGROUND	PL	1.39
		SUPPLIES - CAMPGROUND	PL	2.37
		REPAIRS/MAINT-HEADSTONES	PL	18.32
		REPAIRS/MAINT-SENIOR CENTER	PL	3.20
		REPAIRS/MAINT-SENIOR CENTER	PL	36.66
		OPERATING SUPPLIES	SWR	35.05
		OPERATING SUPPLIES	SWR	3.01
		OPERATING SUPPLIES	SWR	10.22
		OPERATING SUPPLIES	SWR	37.77
		OPERATING SUPPLIES	SWR	9.99
		OPERATING SUPPLIES	SAN	102.56
		WARRANT TOTAL		334.20
56955	TRUE VALUE	VOIDED WARRANT		.00
		VOIDED WARRANT		.00
		WARRANT TOTAL		.00
56956	TUCKER, WILLIAM L.	MACHINERY & EQUIPMENT	PD	21.57
		WARRANT TOTAL		21.57
56957	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	72.45
		WARRANT TOTAL		72.45
56958	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	12.29
		REPAIRS/MAINT-EQUIP	SAN	84.78
		SMALL TOOLS & MINOR EQUIP	SAN	8.65
		WARRANT TOTAL		105.72
56959	VERIZON NORTHWEST	TELEPHONE	JUD	181.43
		TELEPHONE	FIN	453.60
		TELEPHONE	PLN	90.72
		TELEPHONE	ENG	90.72
		TELEPHONE	PD	900.74
		TELEPHONE	INSP	90.72
		TELEPHONE	SWR	47.79
		TELEPHONE	SWR	42.39
		WARRANT TOTAL		1,898.11
56960	VISTEN, LESLIE	RETIRED MEDICAL	PD	94.00
		WARRANT TOTAL		94.00
56961	WAKEMAN, SCOTT	PROF SERVICES-HANDY MAN	CS	660.00
		WARRANT TOTAL		660.00
56962	WA STATE DEPT OF REVENUE	OFFICE/OPERATING SUPPLIES	PD	332.23
		SMALL TOOLS & MINOR EQUIP	FD	24.88
		REPAIRS/MAINT-EQUIP	FD	15.01

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TAXES AND ASSESSMENTS	LIB	9.68
		BOOKS, PERIOD, RECORDS	LIB	8.04
		OP. SUPPLIES - TRAFFIC	PL	118.84
		TAXES & ASSESSMENTS	PL	355.37
		TAXES & ASSESSMENTS	PL	33.00
		TAXES AND ASSESSMENTS	SWR	3,439.82
		TAXES & ASSESSMENTS	SAN	4,581.54
		WARRANT TOTAL		8,918.41
56963	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	7,938.02
		WARRANT TOTAL		7,938.02
56964	WILBUR-ELLIS	OPERATING SUPPLIES	PL	118.15
		OPERATING SUPPLIES	PL	189.01
		WARRANT TOTAL		307.16
56965	WOOD'S LOGGING SUPPLY INC	SAFETY EQUIPMENT	PL	6.42
		REPAIRS/MAINT - EQUIP	PL	6.47
		REPAIRS/MAINT - EQUIP	PL	6.47
		MAINT OF PUMPING EQUIP	SWR	135.95
		MAINT OF GENERAL EQUIP	SWR	24.28
		OPERATING SUPPLIES	SAN	43.15
		OPERATING SUPPLIES	SAN	49.98
		WARRANT TOTAL		272.72
56966	YOUNGQUIST, DERRICK	TRAVEL/MEALS	FD	153.53
		TRAVEL/MEALS	FD	269.54
		WARRANT TOTAL		423.07
		RUN TOTAL		334,849.27

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	59,984.88
104	ARTERIAL STREET FUND	2,358.28
105	LIBRARY FUND	464.03
108	STADIUM FUND	1,031.47
110	PUBLIC LANDS 110	17,608.70
302	RES FOR CURR EXP CAP OUT FUND	111,214.95
332	PWTF SEWER CONSTRUCTION FUND	4,044.46
401	SEWER FUND	28,448.22
412	SOLID WASTE FUND	56,159.00
501	EQUIPMENT REPLACEMENT FUND	45,145.28
621	SUSPENSE FUND	8,390.00
TOTAL		334,849.27

DEPARTMENT	AMOUNT
001 000 011	39.03
001 000 012	5,675.41
001 000 013	19.42
001 000 014	1,805.55
001 000 015	2,813.50
001 000 018	1,834.23
001 000 019	441.50
001 000 020	1,866.14
001 000 021	28,064.95
001 000 022	7,167.28
001 000 024	8,493.59
001 000 062	1,764.28
FUND CURRENT EXPENSE FUND	59,984.88
104 000 042	2,358.28
FUND ARTERIAL STREET FUND	2,358.28
105 000 072	464.03
FUND LIBRARY FUND	464.03
108 000 019	1,031.47
FUND STADIUM FUND	1,031.47
110 000 042	17,608.70
FUND PUBLIC LANDS	110 17,608.70
302 000 000	111,214.95
FUND RES FOR CURR EXP CAP OUT FUND	111,214.95
332 000 082	4,044.46
FUND PWTF SEWER CONSTRUCTION FUND	4,044.46
401 000 035	28,448.22
FUND SEWER FUND	28,448.22
412 000 037	56,159.00
FUND SOLID WASTE FUND	56,159.00
501 000 101	31,393.11
501 000 401	13,752.17
FUND EQUIPMENT REPLACEMENT FUND	45,145.28
621 000 000	8,390.00
FUND SUSPENSE FUND	8,390.00
TOTAL	334,849.27



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 22 2006

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

Sedro-Woolley School District No. 101

801 Trail Road, Sedro-Woolley, WA 98284 • (360) 855-3500 • FAX (360) 855-3574

March 6, 2006

Mayor Sharon Dillon and City Council Members
720 Murdock Street
Sedro-Woolley, WA 98284

Dear Mayor Dillon and Council Members,

On April 18th from 3:00pm to 7:00pm and April 19th from 9:00am to 3:30pm, the Sedro-Woolley School District will begin the kindergarten registration process for our larger in-town schools at the Sedro-Woolley Community Center. As in the past, the district provides the opportunity for parents to have their children assessed and registered on one of the two registration days for the 2006-2007 school year. Our district has found that parents appreciate the choice of day or evening and appreciate a centralized location and process.

Please consider this letter a request to waive the additional fees associated with renting the community center, other than the \$25.00 use fee. We sincerely appreciate your consideration to help us maintain expenses, while providing this centralized registration opportunity for our parents.

Again, thank you for your consideration.

In Support of Quality Education,

Kellie Cargile
Administrative Assistant to the
Executive Director of Student Learning & Instruction

MARK J. VENN, *Superintendent*

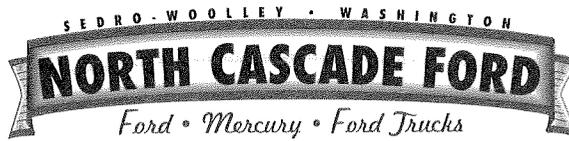
DARRELL R. HEISLER, *Executive Director of Human Resources & Technology*

KEVIN D. SULLIVAN, *Executive Director of Business & Operations*

KATHY A. EHMANN, *Executive Director of Special Programs*

KEN S. AXELSON, *Executive Director of Student Learning & Instruction*

An Equal Opportunity Employer



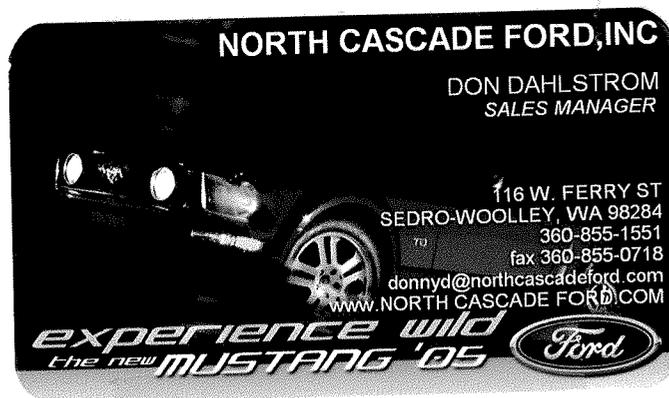
MERCURY

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 22 2006

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

NORTH CASCADE FORD / MERCURY WOULD LIKE
 TO REQUEST THE CLOSURE OF FERRY STREET IN
 FRONT OF OUR DEALERSHIP ON SUNDAY APRIL 30th
 2006 FROM 6 AM - 6 PM TO HOLD ON
 ANNUAL ANNIVERSARY CAR SHOW. PLEASE
 CONTACT DON DAHLSTROM - MANAGER. THANK YOU.



Bacus Lane Road Maintenance Non-Profit Corporation

CITY OF SEDRO-WOOLLEY
RECEIVED ON

MAR 14 2006

Time: _____

Initials: _____

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 22 2006

March 14, 2006

Dear Mayor Dillon and City of Sedro Woolley Council Members,

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

The Bacus Lane Road Maintenance Association is a non-profit corporation that exists to maintain the road system that serves the Bacus Hill area residents. Our annual membership meeting is due to occur on Saturday, June 10, 2006. We are a small organization of about 30 property owners, and a very limited budget.

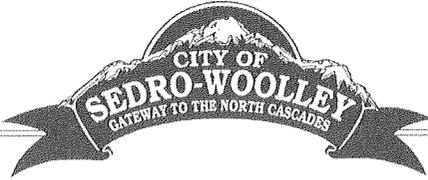
We are interested in using the Community Center to hold this year's meeting. We cannot afford to pay the usual fee and are requesting that the fee be waived. We simply need to have a place to meet and conduct the business of the association for about two hours on Saturday morning. We would not need the use of kitchen facilities, and we will leave the center undisturbed and clean.

We appreciate the Council giving consideration to our request at the meeting scheduled for March 22nd.

Sincerely,

D. Wehrli
Vice President
360-391-0776

29493 E. Elk Run Drive
Sedro Woolley, WA 98284



To: Sedro-Woolley City Council
From: Mayor Sharon D. Dillon *SD*
Date: March 16, 2006
Re: Uses of Community Center

CITY COUNCIL AGENDA
REGULAR MEETING

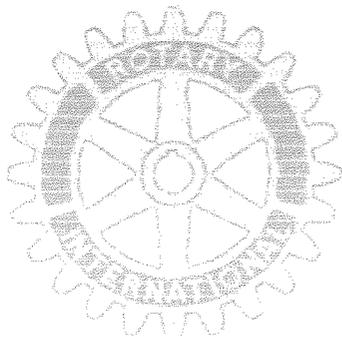
MAR 22 2006

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

Issue: Should the Sedro-Woolley Rotary be allowed to use the community center for their weekly meetings at no charge in consideration of other monetary donations.

Background: The Sedro-Woolley Rotary was one of the main players in getting the Community Center built. Without their money and hard work we would not have the Center. They are going to purchase round tables for everyone to use at the center. We have had several requests for round table. They are also going to pay for the remodel of the kitchen at the center. The Parks Department has put in a request for help with the roof from the 2006-2007 Rotary budget.

Recommendation: A motion to allow the Sedro-Woolley Rotary the use of the Community Center free for their weekly meetings for the years 2006-2011.



SEDRO-WOOLLEY ROTARY CLUB

P.O. Box 726 Sedro-Woolley, WA, U.S.A. 98284

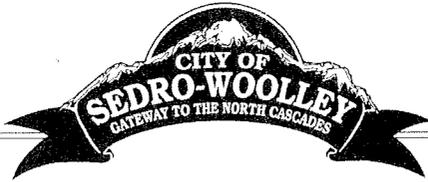
ROTARY YEAR 2005-2006

TO: Mayor Sharon Dillon and City Council

FROM: John Hunter, President

RE: Community Center

Mayor Dillon, The Sedro-Woolley Rotary Club is exploring options to move to a new meeting place. We would like the City to consider a rent free option for us to use the Community Center. In Exchange for the use, we will provide about 12 round folding tables that will cost us about \$2000. We will also need some on site storage. The facilities committee is also exploring upgrading the kitchen facilities. Your consideration in this matter is appreciated. Thank you.



CITY OF SEDRO-WOOLLEY

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 22 2006

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

December 14, 2005

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 29

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 11 2006

TO: Mayor Dillon and City Council

FROM: STAFF

RJB

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

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

Situation:

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

Background:

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

SR-20 Munro Vic. To BNSF Undercrossing:

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

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

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

Recommended Action:

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

RJB:rjb

Exhibit B-1(A)
SCOPE OF WORK

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

INTRODUCTION

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

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

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

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

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

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

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

Work Item 1 – Project Management

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

Deliverables:

Monthly invoices and progress reports.

Work Item 2 – Quality Control/Quality Assurance Review

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

Work Item 3 – Channelization Plans for Approval:

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

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

Work Item 4 - Storm Drainage/Water Quality

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

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

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

Work Item 5 - Environmental Documentation

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

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

PS&E:

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

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

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

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

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

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

Utility Relocation and Coordination:

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

Deliverables:

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

Work Item 7 - Signalization and Illumination Plans

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

Schedule

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

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

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

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

Skagit Manufacturing Access and Signalization Feasibility		PIC	PM	Sr. Engr.	Sr. Des. Engr.	Design Engr.	Sr. CADD Tech	CADD Tech	Traffic Engr.	Admin. Clerk	PLS	Survey Tech	2-Man Crew	Sr. Enviro Spec.	Enviro Spec.	
Separate PS&E package																
Item 1:	Project Administration															
	Monthly Progress Reports		8							4						448.00
	Agency Meetings/Project Coordination		4		4	4				4				8	4	936.00
Item #2	QA/QC			32												
	Hours:	0	12	32	4	4	0	0	0	8	0	0	0	8	4	72.00
	Direct Labor \$:	0	540	1,280	152	100	0	0	0	176	0	0	0	304	112	2,664.00
	Reduce PS&E To Intersection Only															
Item 3	Deviation Request		2		8			4		2						
Item 3	Revise Channelization Plan		4			16		12								
Item 6	Revise Paving plan		1			12		8								
Item 6	Revise Moore Street Alignment		1			10		8								
Item 6	Revise pond Design		1		2	10		8								
Item 6	Revise Striping and Signing		1		1	10		6	4							
Item 7	Revise Signal and Lighting		1					4	8							
Item 6	Revise details		1		2	8										
Item 6	Revising Drainage Design		2		16			12								
	Hours:	0	14	0	29	66	0	62	12	2	0	0	0	0	0	185.00
	Direct Labor \$:	0	630	0	1,102	1,650	0	1,612.00	384	44	0	0	0	0	0	5,422.00
Item 4	Stormwater Analysis															
	Revise Stormwater Analysis		1		8					1						371.00
	Revise Stormwater Analysis Report		2		6	4		8		2						670.00
	Hours:	0	3	0	14	4	0	8	0	3	0	0	0	0	0	32.00
	Direct Labor \$:	0	135	0	532	100	0	208.00	0	66	0	0	0	0	0	1,041.00
Item 5:	Environmental Documentation (TASK AMENDED)													0	0	0.00
	Supplement Biological Assessment		2											0	0	0.00
	Revise SEPA Checklist		1											8	0	394.00
	Revise Permit Applications		1					0	0	0				4	0	197.00
	Hours:	0	4	0	0	0	0	0	0	0	0	0	0	8	0	24.00
	Direct Labor \$:	0	180	0	0	0	0	0	0	0	0	0	0	760	0	940.00
Item 6:	Plans, Specifications, and Estimate (TASK AMENDED)															
	Update Bid Items		1		4	8										
	Update Specs to 2006 book		4		24					8						
	Final PS&E (After Review)		16		16	32	0	32	12	6				8		3,780.00
	Hours:	0	21	0	44	40	0	32	12	14	0	0	0	8	0	171.00
	Direct Labor:	0	945	0	1,672	1,000	0	832.00	384	308	0	0	0	304	0	5,445.00
Direct Labor Totals:																
	Hours	0	54	32	91	114	0	102	24	27	0	0	0	36	4	484.00
	Dollars	0	2,430	1,280	3,458	2,850	0	2,652.00	768	594	0	0	0.00	1,368	112	15,512.00
															Direct Salary Cost:	\$15,512.00
															Total Direct Labor	\$15,512.00
															Direct Labor Rate:	100.00%
															Audited Overhead Rate:	173.92%
															Profit:	33.00%
															Composite Multiplier:	3.0692
															Total Labor Fee:	\$47,609.43
															SubConsultant:	
															Geotech Engineer	\$0.00
															Expenses:	
															Deliveries, Mail	\$100.00
															Travel - Personal Miles	\$100.00
															Speed Study	\$0.00
															Research Information	\$0.00
															TOTAL:	\$47,809.43

Exhibit B-1(B)
SCOPE OF WORK

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

INTRODUCTION

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

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

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

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

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

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

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

WORK ITEM 1 – PROJECT MANAGEMENT

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

Deliverables:

Monthly invoices and progress reports.

Work Item 2- – Quality Control/Quality Assurance Review

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

Work Item 3 – Channelization Plans for Approval:

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

Work Item 4 - Storm Drainage/Water Quality

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

Work Item 5 - Environmental Documentation

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

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

PS&E:

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

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

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

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

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

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

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

Utility Relocation and Coordination:

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

Deliverables:

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

Work Item 7 - Signalization and Illumination Plans

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

Schedule

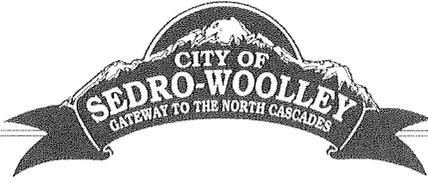
The Contract date shall be extended and all work shall be completed by December 31, 2006.

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

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

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

Skagit Manufacturing Access and Signalization Feasibility																	
Bendix Corner-With Signal																	
Separate PS&E package		PIC	PM	Sr. Engr.	Sr. Des. Engr.	Design Engr.	Sr. CADD Tech	CADD Tech	Traffic Engr.	Admin. Clerk	PLS	Survey Tech	2-Man Crew	Sr. Enviro Spec.	Enviro Spec.		
A00	Item 1: Project Administration																
	Monthly Progress Reports			8						6							492.00
A40	Agency Meetings/Project Coordination			4	4	4				4				8	4		936.00
	Hours:	0	12	0	4	4	0	0	0	10	0	0	0	8	4		42.00
	Direct Labor \$:	0	540	0	152	100	0	0	0	220	0	0	0	304	112		1,428.00
	PS&E For Phase 2																
	Item 3: Revise Channelization Plan			4		16		12	2								
	Item 6: Utility Coordination			4		6											
	Item 6: TESC Plan			2		8											
	Item 6: Revise Paving plan			1		10		4									
	Item 4, 6: Revise pond Design			1	2	8		4									
	Item 6: Revise Striping and Signing			1	1	12		8	8								
	Item 7: Revise Signal and Lighting			4				16	20								
	Item 6: Revise details			1	2	8		8									
	Item 6: Revise Access Design			2	1	8		8									
	Item 4, 6: Revising Drainage Design			2	8	8		8									
	Hours:	0	22	0	14	84	0	68	30	0	0	0	0	0	0		218.00
	Direct Labor \$:	0	990	0	532	2,100	0	1,768.00	960	0	0	0	0	0	0		6,350.00
	Item 6: Plans, Specifications, and Estimate (TASK AMENDED)																
	Update Bid Items			1	4	4											
	Update Specs to 2006 book			4	16												
T80	Final PS&E (After Review)			16	16	32	0	32	12	6				8			3,780.00
	Hours:	0	21	0	36	36	0	32	12	6	0	0	0	8	0		151.00
	Direct Labor:	0	845	0	1,368	900	0	832.00	384	132	0	0	0	304	0		4,865.00
	Direct Labor Totals:																
	Hours	0	55	0	54	124	0	100	42	16	0	0	0	16	4		411.00
	Dollars	0	2,475	0	2,052	3,100	0	2,600.00	1,344	352	0	0	0.00	608	112		12,643.00
	Direct Salary Cost:																\$12,643.00
	Total Direct Labor:																\$12,643.00
	Direct Labor Rate:																100.00%
	Audited Overhead Rate:																173.92%
	Profit:																33.00%
	Composite Multiplier:																3.0692
	Total Labor Fees:																\$38,803.90
	SubConsultant:																
	Geotech Engineer																\$0.00
	Expenses:																
	Deliveries, Mail																\$100.00
	Travel - Personal Miles																\$100.00
	Speed Study																\$0.00
	Research Information																\$0.00
	TOTAL:																\$39,003.90



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 22 2006

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

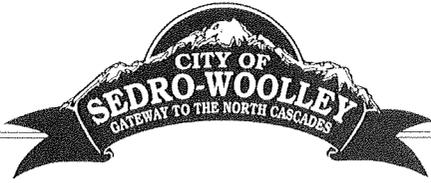
Name:
Address:
Narrative:

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Name:
Address:
Narrative:

UNFINISHED 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 17, 2006
TO: Mayor Sharon Dillon and City Council
FROM: STAFF *RBR*
SUBJECT: **Contract with Northwest Datum & Design, Inc. for Engineering and Surveying Services**

**CITY COUNCIL AGENDA
REGULAR MEETING**

MAR 22 2006

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

Issue:

Should the City Council authorize the Mayor to sign the contract with Northwest Datum & Design in the amount not to exceed \$20,000 for engineering and surveying services?

Discussion:

Contract:

The City, as a matter of practice, does not enter into 'lump-sum' contracts for services. Services are paid for on a 'time and materials' basis, utilizing a 'negotiated rate' at which consultant time is charged. Consultants get paid for work they actually perform, and do not get paid for work they do not perform. Period.

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. Specific areas of work are: Title and deed research, public ROW determinations, ownership determinations, surveying, mapping, and recording. Included will be drafting of legal descriptions to be included in letters to landowners asking for friendly ROW dedication by quitclaim deed or other remedies. At this point, it is only speculation as to what the final outcome will be, but it is important that the City pursue acquiring useful Rights-of-Way in this part of town, which come as close as possible to meeting standard widths while considering physical limitations which preclude doing so.

It should also be pointed out that the City has no intention of paying for information more than once, and if information is readily available, that will keep the cost of solving this problem down.

ROW Problem:

This area has been problematic, and right-of-way issues have held up several development applications due to unknown rights-of-way in the area. I do not know why this issue has remained unresolved for so long. I do know that now is the time to get this area cleared up.

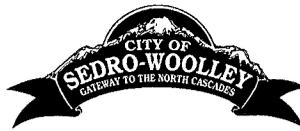
The City cannot allow further intensification of use of any road for which we have no legal right-of-way without using eminent domain (condemnation). In an effort to avoid using condemnation, research will help Staff and City Council assess the situation. Land owners will then be approached to dedicate 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.

RJB:rjb



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

This Agreement made and entered into this 23rd 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 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:

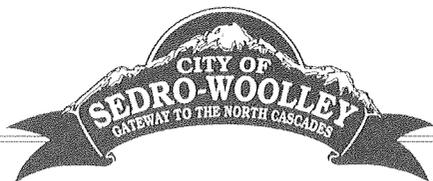
By: _____

ATTACHMENT "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

NEW BUSINESS



To: Sedro-Woolley City Council
From: Mayor Sharon D. Dillon *SD*
Date: March 16, 2006
Re: Fluoridation

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 22 2006

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

Issue: Should Skagit PUD add fluoride to its system that supplies water to the City of Sedro-Woolley.

Background: There has been a push from several groups to require Skagit PUD to add fluoride to its water system. A great deal of discussion on both sides of this issue has been debated. The Skagit County Commissioners are asking for input from you. (See attached letter) This is a very complicated subject, many differing opinions and a subject that no one group can answer as to what is the right thing to do.

Recommendation: My recommendation is to ask the Commissioners to put the issue on the ballot and let our democratic process work.



SKAGIT COUNTY
BOARD OF COMMISSIONERS

DON MUNKS, First District
KENNETH A. DAHLSTEDT, Second District
TED W. ANDERSON, Third District

March 14, 2006

The Honorable Mayor Sharon D. Dillon
720 Murdock Street
Sedro-Woolley, WA 983284

Dear Mayor Dillon:

The Skagit County Board of Commissioners, acting as the County Board of Health, has taken under consideration a request to add fluoride to the municipal water supplied by Skagit Public Utility District #1 to its customers in the Central Skagit (Mount Vernon, Burlington, Sedro-Woolley, and surrounding environs) service area.

As you know the City of Anacortes exercised its authority to fluoridate water many years ago. While each city in the Skagit PUD service area has the authority to add fluoride to its water, it is not practical to add fluoride to only those customers within each city.

The Skagit PUD, in turn, lacks authority to fluoridate water but has indicated a willingness to do so if the Skagit County Board of Health orders it. We are concerned that Skagit County may be imposing fluoridation water treatment within your city without input from your elected representatives or your residents.

Therefore we are asking you to take under consideration whether Sedro-Woolley desires to have the Skagit PUD add fluoride to water provided to customers within your jurisdictional boundary.

Thank you for consideration of this request.

BOARD OF COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chairman

Ted W. Anderson, Commissioner

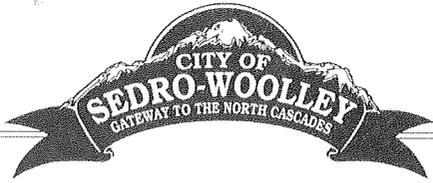
Don Munks, Commissioner

cc: Dr. Howard Liebrand, Skagit County Public Health
Peter Browning, Skagit County Public Health
Ted Meamber, Council Member
Tony Splane, Council Member

Louis Reque, Council Member
Pat Colgan, Council Member
Rick Lemley, Council Member
Mike Anderson, Council Member

SKAGIT COUNTY COMMISSIONERS ADMINISTRATIVE BUILDING

1800 CONTINENTAL PLACE, SUITE 100, MOUNT VERNON, WA 98273 PHONE (360) 336-9300 FAX (360)336-9307



CITY OF SEDRO-WOOLLEY

Sedro-Woolley Street Department
409 Alexander Street
Sedro-Woolley, WA 98284
Phone (360) 856-0151
Fax (360) 855-0707

**CITY COUNCIL AGENDA
REGULAR MEETING**

MAR 22 2006

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

DATE: January 18, 2006

TO: Mayor Sharon Dillon
Rick Blair, Public Works Director/City Engineer

FROM: Ray Melton 
Public Lands Division – Foreman

SUBJECT: RECOMMENDED CHANGES TO ORDINANCE NO. 1495-04

See changes recommended on attached subject ordinance. Some changes are just language for better understanding and clarification. The price or cost increases are due to materials and services received from others outside the City. Their costs have gone up therefore passing them on to us.

Materials costs are based on what other cemeteries and funeral homes charge. The labor rates are based on actual cost plus a 10% administrative fee.

I recommend you present the above with any charges you may want to incorporate to the City Council for approval for year 2006. Please contact me if you have any questions or comments.

Thank you.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY WASHINGTON,
ESTABLISHING RATES AT THE SEDRO-WOOLLEY UNION CEMETERY,
AND AMENDING 1495-04**

WHEREAS, it has been periodically necessary over the years to adjust rates in keeping with the economy and the City's financial status; and

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

Section 1. In accordance with Sedro-Woolley Municipal Code Section 2.80.040 is hereby amended, the rates for Union Cemetery shall be as follows:

2.80.040 Rates.

BURIAL SPACE

Burial Space (Includes space at \$450.00; endowment at \$50.00 and headstone setting at \$100.00)	\$600.00
Double Burial Single Space (1 full body and 1 cremains or 2 cremains)	\$850.00
Opening & Closing (Including tent, chairs greens and equipment)	\$400.00
Standard Size Concrete Liner (Includes purchase price and handling) (Oversize liner price on request)	\$450.00 + Sales Tax
Concrete Vault (Handling fee only)	\$125.00
Headstone Reset Fee	\$ 35.00

URN SPACE

Urn Space (Includes space at \$200.00; endowment at \$50.00 and headstone setting at \$100.00)	\$350.00
Double Burial Single Space	\$475.00
Opening/Closing (Includes tent, chairs and greens)	\$200.00
Opening/Closing (No tent, chairs or greens)	\$ 90.00

Urn Vault (Includes purchase price and handling)	\$ 80.00 + Sales Tax
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BABY SPACE

Baby Space (Includes space at \$300.00; endowment at \$50.00 and headstone setting at \$100.00)	\$450.00
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Opening/Closing (Includes tent, chairs and greens)	\$300.00
---	----------

Opening/Closing (No tent, chairs or greens)	\$125.00
--	----------

Concrete Baby Liner (Includes purchase price and handling)	\$225.00 + Sales Tax
---	-------------------------

Combo (Liner/Casket) (Handling fee only)	\$ 75.00
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COLUMBARIUM NICHE WALL

Niche Space (Includes space at \$300.00; and endowment at \$50.00)	\$350.00*
---	-----------

Opening/Closing (Includes tent, chairs and greens)	\$175.00
---	----------

Opening/Closing (No tent, chairs or greens)	\$ 75.00
--	----------

Inscription (Single Shutter Inscription)	\$135.00 + Sales Tax
---	-------------------------

Includes full name, date of birth, date of death (up to 20 characters) extra charge per letter or number over 20 characters.

*Single Inurnments Only

**COLUMBARIUM NICHE WALL
"ESTATE UNIT"**

Niche space* (11 7/8" x 11 7/8" x 15 1/2) (Includes space and endowment at \$50.00)

1) Niches 1 thru 4	\$1,200.00 ea.
2) Niches 5 thru 10	\$1,050.00 ea.
3) Niches 11 & 12	\$ 950.00 ea.
4) Niches 13 & 14	\$ 850.00 ea.

2 plus cremains per niche price	1½ times single unit
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Opening/Closing (Includes tent, chairs and greens)	\$175.00
Opening/Closing (No tent, chairs or greens)	\$ 75.00
Inscription (Single Shutter Inscription) Each cremains	\$135.00 + Sales Tax
Includes full name, date of birth, date of death (up to 20 characters) extra charge per letter or number over 20 characters.	

ADDITIONAL LABOR CHARGES

Saturday Service	\$410.00
Sunday/Holiday Service	\$530.00
Additional Headstone on Existing Grave Space	\$100.00***
Setting of Headstone Flower Vase	\$ 25.00
Chapel Services at 3:00 P.M. or later	\$100.00
***Maximum of two headstones per grave space	
Note: Any other charges shall be based on prevailing wages plus a 10% administration fee.	

DISINTERMENT

Casket	\$850.00
Urn	\$200.00

Section 2. Burials held on Saturday, Sunday or City recognized Holidays must be scheduled 48 hours in advance. Failure to give adequate notification will result in a double charge of the Saturday, Sunday or Holiday rate. (See additional labor charges above.)

Section 3. This ordinance shall take effect and be in force five days after passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
THIS _____ DAY OF _____, 2006.

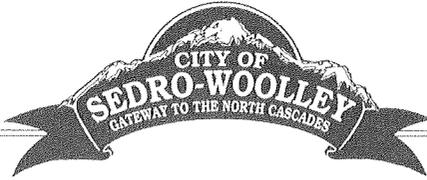
Sharon D. Dillon, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



To: Sedro-Woolley City Council
From: Mayor Sharon D. Dillon *SD*
Date: March 13, 2006
Re: CERB Grant

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 22 2006

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

Issue: Should the City apply for a CERB-JDF Grant to help complete the Fruitdale/McGarigle Road Project?

Background: The Fruitdale/McGarigle Road Project is one of our larger road and storm water projects and beyond the funds we have. We will be working with Skagit County, they will be acting as CA (Certification Acceptance Agency), and help with the engineering and inspections. As you know that when the housing developments began near the golf course we allowed the developers to pay an extra traffic fee for the improvements to McGarigle Road instead for them doing the work themselves. We knew that the whole length of McGarigle and southern end of Fruitdale will need to be upgraded so why not do all the work at one time instead of small sections. One leg of the project is already completed with the installation of the signal. Now the major employer in that area needs better road access to move forward with more expansions that will provide more jobs and stimulate our economy. They will be sharing in the cost but we need to find additional money to do the entire project. There is no guarantee that we will be awarded the grant, but if we do not try we for sure will not see additional revenue. This is a win-win for both the employer and City.

Recommendation: A motion to adopt resolution _____ authorizing the submittal of an application to the Washington State Community Economic Revitalization Board Job Development Fund CERB-JDF Grant Program for funding the costs of the construction of public economic development infrastructure.

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY AUTHORIZING
SUBMITTAL OF AN APPLICATION TO THE WASHINGTON STATE
COMMUNITY ECONOMIC REVITALIZATION BOARD JOB DEVELOPMENT
FUND (CERB JDF) PROGRAM FOR FUNDING THE COSTS OF THE
CONSTRUCTION OF PUBLIC ECONOMIC DEVELOPMENT INFRASTRUCTURE

WHEREAS, the CERB JDF awards matching grants to help finance the construction of public economic development infrastructure to foster private sector development and job creation and/or retention, for the purpose of stimulating community and economic development by supporting the creation of new jobs or the retention of existing jobs, and

WHEREAS, Janicki Industries can continue to develop at their present site, but only if CERB JDF funds are provided to the City of Sedro-Woolley and/or Skagit County to enable the City of Sedro-Woolley and Skagit County to construct road improvements, and

WHEREAS, the Sedro-Woolley City Council finds that the development of Janicki Industries at its present site will strengthen the economy of the City of Sedro-Woolley and will expand employment opportunities for residents of the City of Sedro-Woolley,

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

1. The Mayor is hereby authorized and directed to submit an application to the CERB JDF Program for a grant of \$2,277,000 for funds to construct road improvements on Fruitdale Road and McGarigle Road, which are necessary for the planned facility expansion by Janicki Industries a major employer in the City and Skagit County. The expansion is expected to generate several hundred additional manufacturing jobs over the next 5 years.
2. A copy of this resolution shall be submitted with the CERB JDF application.
3. This resolution shall be effective immediately upon passage and signatures hereto.

PASSED and DATED this ____ day of _____, 2006.

Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

CITY OF SEDRO-WOOLLEY

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

Memorandum

To: Mayor and City Council
From: Patrick Hayden
Date: 3/15/2006
Re: Golf Course Lease

CITY COUNCIL AGENDA
REGULAR MEETING

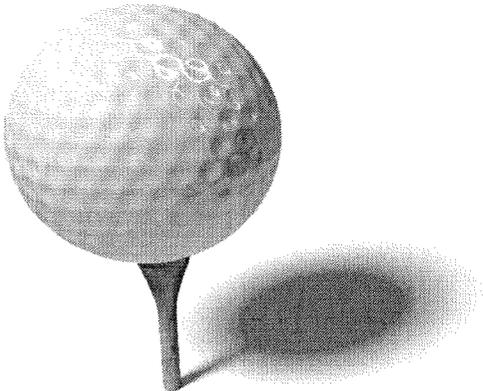
MAR 22 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 9

The Parks Department would like to lease the golf course for up to four years, including the club house and pro shop, and operate them as public facilities. The owner of the property is delaying development until the sewer moratorium is lifted, but would like to have the golf course maintained until he can develop his property. He has discussed preserving the course as part of his development, in some form.

This matter is not ready for any decision. However, it needs public discussion by the Council. It is on the agenda for discussion only. Someone from Parks will be available to explain their understanding of the proposal.

This lease is a “space-holder”, and no more. Don’t make any assumptions about it. If you approve the project, I will work with the developer and parks department to bring a more polished version back for discussion.



LEASE AGREEMENT

THIS LEASE made this ____ day of _____, 2005, between Granite Holdings, LLC (Lessors), and City of Sedro-Woolley., a Washington Municipal Corporation (Lessee), provides as follows:

RECITALS

Granite Holdings, LLC is the owner of real property located in Skagit County, Washington, as is more properly described herein.

The City of Sedro-Woolley desires to lease said real property and certain improvements for use as a golf course, and for related facilities.

NOW, therefore, in consideration of the mutual promises stated herein, the parties agree as follows: WITNESSETH:

1. Premises. Lessor hereby leases to the Lessee, and the Lessee hereby leases from Lessor, the real property, situate in Skagit County, State of Washington, more particularly described in "Exhibit A", attached hereto, and by this reference incorporated herein, together with the appurtenances and improvements now or hereinafter thereon, all of which shall hereinafter be referred to as the "premises", for the period and upon the terms and conditions hereinafter set forth.

2. Term. The term of this lease shall be for a period of 48 months, beginning the ____ day of _____, 2006. The Lessee shall have the right to sooner cancel this lease upon sixty (60) days notice to Lessor with no penalty or obligation. Lessor may cancel this lease upon sixty (60) days notice to Lessee, provided that Lessor shall pay Lessee that portion of the the Lessee's actual cost of improvements to the golf course and structures, including inventory and equipment, in proportion to the unexpired term of the lease to the original lease.

3. Rental. Lessee covenants and agrees to pay Lessor as rental for said premises a monthly rental of \$1.00 per year in lawful money of the United States of America, payable on or before the 1st day each year of the lease term. All rents shall be payable to the Lessor at:

Granite Holdings, LLC.
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

or to such other address or entity as the Lessor may hereafter designate. Rent for the last month of the term of this lease shall be paid at the time this lease is signed.

4. Use of Premises. Use of Premises. Lessee shall have the right to use the Golf Course Lease Area for the construction and operation of a public golf course and other recreational activities, and to operate the club house and pro shop. Specifically, the Lessee has the right to do any and all things necessary and proper to operate a 9-hole golf course, pro shop, charge fees therefore, offer golf instructions, tournament services,

course marshalling services, retail sales, driving range and practice putting area, and snack bar.

5. Improvements. Lessee shall submit to Lessor for Lessor's approval plans and specifications for the construction of any substantial improvements upon the leased property. Any improvements shall be constructed or altered in accordance with all applicable regulations and requirements of any governmental authority having jurisdiction thereof. Lessee shall have the right to remove or replace any improvements made by Lessee. Lessor has approved the plans and alterations specified on the attached Exhibit B, incorporated herein by reference.

6. RESERVED

7. Utilities and Other Charges. The Lessee hereby covenants and agrees to pay, at least Ten (10) days before delinquency, all charges for electricity, telephone, heat, gas, water, sewage and garbage removal, and all other public service or utility charges of every kind and type, that may be levied, assessed, charged, or imposed upon or against the said premises, or any improvements thereon during the term of this lease.

8. Right to Contest Taxes, Assessments and Charges. The Lessee shall have the right to contest all charges which it herein agrees to pay and any and all laws, rules, orders, ordinances and regulations which it has anywhere herein agreed to comply with, and shall have the right to defer payment or compliance pending the determination of such contest. The Lessee hereby covenants and agrees to indemnify and hold harmless the Lessor against any liability, loss, damage, cost or expense resulting from the deferment of payment, non-compliance with or contest of any such charge or the non-compliance with or contest of any such law, rule, order, ordinance or regulation.

9. Right of Access. The Lessor and Lessor's agents shall have the right at all reasonable times to enter said premises and inspect the same.

10. Surrender of Premises. Lessee agrees that at the expiration of this lease, it will quit and surrender the premises without notice and will deliver the premises to the Lessor free and clear of all liens and encumbrances of any kind or nature, and in a clean condition, free of debris and waste products, and in compliance with any governmental regulation or requirement, including health and environmental regulations.

11. No Liens or Encumbrances. Lessee recognizes and agrees that Lessor's interest in the premises shall not be subject to any lien or encumbrance from any source, other than any lien arising by or through Lessor, it being recognized that Lessor's interest shall in no way be subordinated to any lien, mortgage or other encumbrance incurred by or through Lessees. Lessee agrees to save and hold Lessor harmless from any claim of lien, mortgage or encumbrance by any person or party as against Lessor, other than any liens, mortgages or encumbrances incurred by or through Lessor, and shall fully indemnify Lessor against any liability, loss, damage, cost or expense in the full amount of any such lien.

12. Liability Insurance. Lessee agrees to keep in force bodily injury insurance and property liability insurance with minimum limits of One Million and NO/100 Dollars (\$1,000,000.00) covering said premises, all such insurance to be in a company or companies authorized to issue such insurance in the State of Washington and to be for Lessor's benefit, and as his interests may appear, as an additional co-insured. Lessee agrees to pay all premiums for such insurance, and to deliver to Lessor a certificate of insurance as evidence of the fact that such insurance is in force and will not be cancelled

without at least Thirty (30) days prior written notice by said insurance company or companies to Lessor.

13. Default. If at any time during the term of this lease the Lessee shall fail to pay the rentals provided for herein or if the Lessee shall fail to comply with any of the other terms and conditions of this lease, the Lessor shall give written notice to the Lessee to pay such rentals or otherwise comply with the terms and provisions of this lease, as the case may be. If such default is not cured within Ten (10) days as to a default in the payment of rent or within Thirty (30) days or such longer period as may be a reason-able time within which to cure any other default, after such notice, the Lessor shall have, in addition to such remedies as may be afforded by the laws of the State of Washington, the power to declare this lease terminated and re-enter the premises.

14. Lessor May Perform. If the Lessee fails to do any act or thing required to be done by the Lessee under this lease, except to pay rent, the Lessor shall have the right, at his sole option, but not the obligation, to do such act or thing on behalf of the Lessee; and upon notification of the Lessor's expenditure in connection therewith, the Lessee shall immediately repay the Lessor the amount plus interest at the current prime rate at the time of default from the date of the Lessor's expenditure to the date of the Lessee's repayment.

15. Attorney's Fees. If either party shall commence litigation to enforce the terms of this lease, the prevailing party in such litigation shall be entitled to recover costs and a reasonable sum from the other for its attorney's fees in the trial and appellate Courts.

17. Assignment or Subletting. Lessee shall not assign this lease, or any interest therein, and shall not sublet said premises or any part thereof, or any right appurtenant thereto, without first obtaining the written consent of the Lessor. Lessor shall not unreasonably withhold consent to an assignment or subletting. Consent by Lessor to an assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting.

18. Notices. Any notice, consent, request or other communication provided for in this lease shall be in writing, and such notice, consent, request or other communication shall be sent by registered mail, return receipt requested, postage prepaid, to the parties, at the following addresses:

Lessor:
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Lessee:
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

or to such other address as a party may designate by written notice to the other party.

19. Binding Effect. The covenants and agreements of this lease shall be binding and insure to the benefit of the Lessor and the Lessee, and the heirs, executors, administrators, successors and assigns of said parties. The word "Lessee" shall include Lessee's assignees.

20. Time. Time is of the essence of the lease.

COUNTY OF SKAGIT)

ON THIS DAY personally appeared before me XXXXXXXXXXXXXXXX, to me known to be the President of XXXXXXXXXXXXXXXXXXXX., and acknowledged that he signed the foregoing and within instrument as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation, and that the seal affixed is the corporate seal of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 19____.

NOTARY PUBLIC in and for the State
of

_____,
residing at _____.
Commission expires: _____