

Next Ord: 1551-06
Next Res: 728-06

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

July 12, 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 #57731 to #57849 for \$116,174.10
 - Payroll Warrants #38179 to #38279 for \$200,460.66

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

PUBLIC HEARINGS

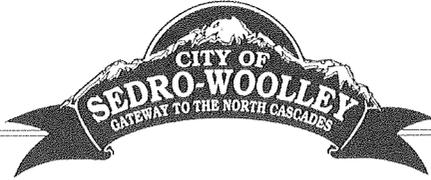
UNFINISHED BUSINESS

5. Golf Course (*Report Only - Parks Dept*)

NEW BUSINESS

6. Contract - Carletti Architects for new City Hall

EXECUTIVE SESSION /NO



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 12 2006

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

DATE: July 12, 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 July 12, 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.

JUL 12 2006

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 32

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
June 28, 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, Pat Colgan, Hugh Galbraith, Rick Lemley and Mike Anderson. Staff Present: Clerk/Treasurer Nelson, Attorney Hayden, Attorney Berg, Engineer Blair and Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting
 - Finance
 - Claim Vouchers #57609 to #57730 for #234,158.26
- Payroll Warrants #38081 to #38178 for \$145,976.62
- Street Closure Request – Ferry Street – July 15, 2006 – Tar Heel Roots Project I (moved to New Business at the request of Councilmember Galbraith)
- Waiver of Fees – Community Center – League of Women Voters – September 7, 2006
- Employment Contract – City Attorney
- Employment Contract – Prosecuting Attorney

Discussion held on Item C Street Closure Request – Ferry Street which included concerns of closing a main arterial, access to the open businesses and interference with the bus routes.

Councilmember Lemley moved to accept consent calendar Items A through F, excluding Item C, moving it to new business. Seconded by Councilmember Galbraith. Motion carried.

Oath of Office

Mayor Dillon administered the Oath of Office to Eron Berg, City Attorney who will be the replacement for Attorney Hayden. Berg then joined the staff panel.

Public Comment

K.B. Johnson – 889 Carriage Court, invited everyone to the upcoming Outdoor Movies during the month of July on Friday nights.

Susie Williams – 1058 Wedmore Pl., discussed the Golf Course and the number of golfers who are not paying fees. She noted her husband has been watering the greens in the evenings and has gone around and collected from some of the patrons who had not paid for their golfing. She noted the problem of not paying is becoming an issue. Williams also noted potential plans for a fund-raising tournament.

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

Interlocal Agreement w/Skagit County & Cities for Administering SHB Funds

Councilmember Meamber expressed concern of the benefit of help to the citizens of Sedro-Woolley. It was recommended that a report be obtained from Community Action as to the breakdown of assistance given to the cities within the County.

Attorney Berg noted that the fee is a legislative mandated fee collected at the point of service at the County Auditors office. The interlocal agreement is a method of establishing a process of how the County can spend the money collected.

Councilmember Galbraith moved to table until a future meeting the Interlocal Agreement between Skagit County and the cities of Anacortes, Burlington, Mount Vernon and Sedro-Woolley and the towns of Concrete, Hamilton, Lyman and LaConner. Councilmember Meamber seconded. Motion carried.

Street Closure Request – Ferry Street – July 15, 2006 – Tar Heel Roots Project 1

Councilmember Galbraith spoke of an event he attended while traveling and the potential of the Tar Heel event to be a big draw for people into the City.

KB Johnson – representative of the Downtown Revitalization Committee indicated that perhaps the event was something that they could get involved with and spoke of the potential it could have.

Discussion ensued with the street closure request and the concern of closing Ferry Street.

Councilmember Lemley moved to revise the request from the Tar Heel Roots Project 1 to close Metcalf Street from Ferry Street north to Eastern Street. Seconded by Councilmember Anderson. Motion carried.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Councilmember Meamber – requested the grass along the railroad in the main part of town be mowed prior to July 4th.

Councilmember Anderson – wished everyone a Happy 4th of July and encouraged everyone to attend the Outdoor Movies during the month of July.

Fire Chief Klinger – announced the upcoming Firefighters Competition on Saturday, July 1st. Klinger also stated a group of firefighters from the department recently traveled to Pullayup to compete in an extrication contest and came home with 3rd Place. The team will travel to Dallas, Oregon next month for a competition.

Councilmember Galbraith – questioned the number of entries for the 4th of July Grand Parade.

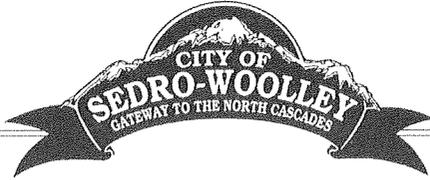
Engineer Blair – announced the intersection of F & S Grade Road is in progress and will be completely closed for about 2 weeks. He noted there are some issues with power poles that are being worked on.

Mayor Dillon – thanked Attorney Hayden for his years of service and dedication to the City of Sedro-Woolley as he leaves for new ventures on July 14th. She wished him well in his future endeavors.

Mayor Dillon wished everyone a happy and safe 4th of July and reviewed some of the upcoming Loggerodeo events.

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

The meeting adjourned at 7:39 P.M. with a round of applause for Attorney Hayden.



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 12 2006

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

DATE: July 12, 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 July 12, 2006.

Motion to approve Claim Vouchers #57731 to #57849 in the amount of \$116,174.10.

Motion to approve Payroll Warrants #38179 to #38279 in the amount of \$200,460.66.

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

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 07/12/2006 (Printed 07/07/2006 09:27)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57731	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	290.16
		POSTAGE	SAN	290.15
		WARRANT TOTAL		580.31
57732	ALLWEST UNDERGROUND INC.	MAINTENANCE OF LINES	SWR	568.13
		WARRANT TOTAL		568.13
57733	ALLEN, DEBRA	MEALS/TRAVEL	SWR	38.25
		WARRANT TOTAL		38.25
57734	ALLIANCE OFFICE PRODUCTS	SUPPLIES	JUD	3.89
		SUPPLIES	JUD	40.69
		WARRANT TOTAL		44.58
57735	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	PL	79.06
		OPERATING SUPPLIES	PL	104.38
		SUPPLIS - COMMUNITY CENTER	PL	101.57
		OPERATING SUPPLIES	SAN	123.71
		OPERATING SUPPLIES	SAN	13.88
		WARRANT TOTAL		422.60
57736	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	1,050.81
		VEHICLE FUEL / DIESEL		313.90
		VEHICLE FUEL / DIESEL		101.75
		AUTO FUEL/DIESEL	SAN	1,691.70
		WARRANT TOTAL		3,158.16
57737	AT & T	TELEPHONE	FIN	25.98
		TELEPHONE	LGL	27.63
		TELEPHONE	PLN	26.00
		TELEPHONE	ENG	1.62
		TELEPHONE	INSP	1.62
		TELEPHONE	SWR	21.83
		WARRANT TOTAL		104.68
57738	CINGULAR	TELEPHONE	PD	656.49
		WARRANT TOTAL		656.49
57739	BANK OF AMERICA	SPECIAL INVESTIGATIONS	PD	23.67
		SPECIAL INVESTIGATIONS	PD	31.43
		SPECIAL INVESTIGATIONS	PD	33.00
		MEALS/TRAVEL	SWR	99.50
		WARRANT TOTAL		187.60
57740	BARNETT IMPLEMENT CO. INC	REPAIRS/MAINT - EQUIP	PL	61.53
		REPAIRS/MAINT - EQUIP	PL	179.23
		REPAIRS/MAINT - EQUIP	PL	14.04
		WARRANT TOTAL		254.80
57741	BAY CITY SUPPLY	OPERATING SUPPLIES	CS	21.68
		OFFICE/OPERATING SUPPLIES	PD	73.30
		OPERATING SUPPLIES	FD	73.29

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	PL	49.76
		OPERATING SUPPLIES	SWR	117.46
		WARRANT TOTAL		335.49
57742	BELLINGHAM HERALD	ADVERTISING	PLN	1,727.32
		BOOKS, PERIOD, RECORDS	LIB	168.00
		WARRANT TOTAL		1,895.32
57743	BIRCH EQUIPMENT CO INC	CAPITAL IMPROV-RESERVE	CS	1,813.05
		EQUIPMENT RENTAL	SAN	110.41
		EQUIPMENT RENTAL	SAN	1,390.73
		WARRANT TOTAL		3,314.19
57744	AVVANTA COMMUNICATIONS CORP.	TELEPHONE	FD	19.95
		WARRANT TOTAL		19.95
57745	BLUMENTHAL UNIFORM & EQUP	UNIFORMS/ACCESSORIES	PD	103.31
		UNIFORMS/ACCESSORIES	PD	2.18
		UNIFORMS/ACCESSORIES	PD	97.48
		UNIFORMS/ACCESSORIES	PD	42.16
		UNIFORMS/ACCESSORIES	PD	46.19
		WARRANT TOTAL		84.70
57746	BOARD FOR VOLUNTEER	PENSION-VOLUNTEER FIREMEN	FD	240.00
		WARRANT TOTAL		240.00
57747	BROWN & COLE STORES	REPAIRS/MAINT-DORM	FD	18.31
		WARRANT TOTAL		18.31
57748	CANFIELD CONSULTING SERVICES	MISC-TUITION/REGISTRATION	LGL	139.00
		WARRANT TOTAL		139.00
57749	CARLETTI ARCHITECTS P.S.	CITY HALL DESIGN		1,443.10
		WARRANT TOTAL		1,443.10
57750	CARROT-TOP INDUSTRIES INC	REPAIRS/MAINT-CAMPGROUND	PL	163.54
		WARRANT TOTAL		163.54
57751	CERTIFIED LABORATORIES	OPERATING SUPPLIES	PL	151.81
		WARRANT TOTAL		151.81
57752	CHIEF SUPPLY CORPORATION	SMALL TOOLS & MINOR EQUIP	FD	173.94
		WARRANT TOTAL		173.94
57753	CINTAS CORPORATION #460	UNIFORMS	FD	62.30
		UNIFORMS	FD	62.30
		UNIFORMS	FD	65.53
		UNIFORMS	FD	62.45
		UNIFORMS	FD	62.45
		WARRANT TOTAL		315.03
57754	COLLINS OFFICE SUPPLY, INC	OFFICE/OPERATING SUPPLIES	PD	36.53

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		36.53
57755	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
57756	SKAGIT WEEKLY NEWS GROUP	PRINTING/PUBLICATIONS	PD	66.96
		PRINTING/PUBLICATIONS	PD	66.96
		OPERATING SUPPLIES	PL	54.00
		OPERATING SUPPLIES	PL	54.00
		WARRANT TOTAL		241.92
57757	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT - EQUIP	PL	14.58
		WARRANT TOTAL		14.58
57758	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	33.91
		WARRANT TOTAL		33.91
57759	CUES	MAINTENANCE OF LINES	SWR	193.89
		MAINTENANCE OF LINES	SWR	58.99
		WARRANT TOTAL		252.88
57760	DAY CREEK SAND & GRAVEL	MAINTENANCE OF LINES	SWR	156.78
		WARRANT TOTAL		156.78
57761	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE	PD	81.01
		REPAIR/MAINTENANCE	PD	351.51
		WARRANT TOTAL		432.52
57762	DESTINATION WIRELESS	NEXTEL CELL PHONES	SAN	21.59
		WARRANT TOTAL		21.59
57763	DOUGHER, MELISSA	UNIFORMS/ACCESSORIES	PD	53.99
		WARRANT TOTAL		53.99
57764	E & E LUMBER	OPERATING SUPPLIES	CS	10.14
		REPAIR & MAINTENANCE	CS	31.91
		OPERATING SUPPLIES	PL	89.22
		OPERATING SUPPLIES	PL	19.33
		OPERATING SUPPLIES	PL	86.39
		OPERATING SUPPLIES	PL	2.85
		OPERATING SUPPLIES	PL	11.60
		OPERATING SUPPLIES	PL	4.95
		OP. SUPPLIES - GOLF	PL	53.63
		SMALL TOOL & MINOR EQUIP	PL	9.88
		SMALL TOOL & MINOR EQUIP	PL	12.41
		SMALL TOOL & MINOR EQUIP	PL	2.69
		REPAIRS/MAINT - EQUIP	PL	26.51
		REPAIRS/MAINT - EQUIP	PL	54.17
		REPAIRS/MAINT - EQUIP	PL	3.67
		REPAIRS/MAINT - EQUIP	PL	51.55
		REPAIRS/MAINT - EQUIP	PL	193.11
		OPERATING SUPPLIES	SWR	10.80

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	7.42
		OPERATING SUPPLIES	SWR	6.42
		WARRANT TOTAL		688.65
57765	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57766	ENVIRONMENTAL MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	34.95
		WARRANT TOTAL		34.95
57767	FIDALGO NETWORKING	TELEPHONE	SAN	55.00
		WARRANT TOTAL		55.00
57768	GATEWAY PAVING &	REPAIRS/MAINT-STREETS	PL	1,710.00
		WARRANT TOTAL		1,710.00
57769	GEOLINE POSITIONING SYS	REPAIRS/MAINT - EQUIP	PL	656.33
		WARRANT TOTAL		656.33
57770	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	269.89
		EQUIPMENT LEASES	CS	308.99
		WARRANT TOTAL		578.88
57771	GUARDIAN SECURITY	FIRE/THEFT PROTECTION	FD	26.50
		REPAIRS/MAINTENANCE BLDG.	LIB	354.00
		WARRANT TOTAL		380.50
57772	INDUSTRIAL CONSTROLS SUPPLY CO INC	MAINT OF PUMPING EQUIP	SWR	147.82
		WARRANT TOTAL		147.82
57773	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	6.49
		BOOKS, PERIOD, RECORDS	LIB	22.14
		BOOKS, PERIOD, RECORDS	LIB	34.07
		WARRANT TOTAL		62.70
57774	ROBERT S. JONES	ASSOCIATE'S FEES	JUD	2,000.00
		WARRANT TOTAL		2,000.00
57775	LAKESIDE INDUSTRIES	REPAIRS/MAINT-STREETS	PL	83.31
		WARRANT TOTAL		83.31
57776	LEFEBER BULB & TURF FARM	OPERATING SUPPLIES	PL	65.84
		WARRANT TOTAL		65.84
57777	LOGGERS AND CONTRACTORS	REPAIRS/MAINT - EQUIP	PL	16.39
		WARRANT TOTAL		16.39
57778	LIFE TEK, INC	SUPPLIES & BOOKS	FD	230.89
		WARRANT TOTAL		230.89
57779	LIFE SAFETY CORPORATION	OPERATING SUPPLIES	FD	327.25
		OPERATING SUPPLIES	FD	109.09

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 07/12/2006 (Printed 07/07/2006 09:27)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		436.34
57780	MSB ENTERPRISES INC.	OP. SUPPLIES - GOLF	PL	270.00
		WARRANT TOTAL		270.00
57781	MELTON, NEWELL R.	MEALS / TRAVEL	PL	16.00
		WARRANT TOTAL		16.00
57782	MARTIN MARIETTA MATERIALS	REPAIRS/MAINT-STREETS	PL	628.42
		WARRANT TOTAL		628.42
57783	METALLIC ARTS	CAP OUTLAY-GRANT FOR HHS	PKR	1,666.21
		WARRANT TOTAL		1,666.21
57784	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	964.03
		PROFESSIONAL SERVICES	INSP	47.00
		PROFESSIONAL SERVICES	INSP	165.52
		PROFESSIONAL SERVICES	INSP	1,756.14
		PROFESSIONAL SERVICES	INSP	504.11
		WARRANT TOTAL		3,436.80
57785	MORTENSON SIGNS	REPAIRS/MAINT-BUILDING	SAN	826.31
		WARRANT TOTAL		826.31
57786	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	4,235.98
		WARRANT TOTAL		4,235.98
57787	MT. HOOD CHEMICAL	MAINT - SOLIDS HANDLING	SWR	172.75
		WARRANT TOTAL		172.75
57788	MUNICIPAL EMERGENCY SVC	SMALL TOOLS & MINOR EQUIP	FD	176.07
		WARRANT TOTAL		176.07
57789	NATIONAL BARRICADE CO LLC	OP. SUPPLIES - TRAFFIC	PL	590.50
		WARRANT TOTAL		590.50
57790	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	80.37
		TELEPHONE	LGL	26.78
		TELEPHONE	PLN	35.70
		NEXTEL CELL PHONES		62.48
		TELEPHONE	PD	590.20
		TELEPHONE	FD	187.46
		TELEPHONE	INSP	62.48
		TELEPHONE	PL	380.60
		NEXTEL CELL PHONES		160.74
		NEXTEL CELL PHONES	SAN	193.13
		WARRANT TOTAL		1,779.94
57791	NORTHWEST CASCADE INC.	OPERATING SUPPLIES	PL	72.70
		OP. SUPPLIES - GOLF	PL	93.76
		WARRANT TOTAL		166.46

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57792	OFFICE DEPOT	SUPPLIES	FIN	30.57
		SUPPLIES	LIB	267.04
		SUPPLIES	LIB	20.33
		OP. SUPPLIES - GOLF	PL	10.88
		SMALL TOOL & MINOR EQUIP	PL	156.67
		PORTABLE EQUIPMENT	SWR	268.79
		WARRANT TOTAL		754.28
57793	OLIVER-HAMMER CLOTHES	CLOTHING	PL	134.98
		CLOTHING	PL	86.38
		SAFETY EQUIPMENT	PL	10.80
		CLOTHING	SAN	161.87
		WARRANT TOTAL		394.03
57794	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	28.27
		RENTAL - EQUIPMENT	PL	33.15
		MISC-LAUNDRY	PL	33.15
		MISC-LAUNDRY	PL	33.15
		MISC-LAUNDRY	PL	20.68
		MISC-LAUNDRY	PL	33.15
		MISC-LAUNDRY	PL	20.68
		MISC-LAUNDRY	PL	18.42
		LAUNDRY	SWR	24.26
		WARRANT TOTAL		244.91
57795	OVERHEAD DOOR COMPANY	MAINT OF GENERAL EQUIP	SWR	393.12
		WARRANT TOTAL		393.12
57796	PACIFIC POWER	REPAIRS/MAINT-EQUIP	FD	524.84
		WARRANT TOTAL		524.84
57797	PACIFIC POWER BATTERIES	REPAIRS/MAINT - EQUIP	PL	62.10
		WARRANT TOTAL		62.10
57798	PAT RIMMER TIRE CTR, INC	OP. SUPPLIES - GOLF	PL	12.80
		REPAIRS/MAINT-EQUIP	SAN	81.00
		WARRANT TOTAL		93.80
57799	PETERSEN, SCOTT	MISC-SUMMER READ PROGRAM	LIB	225.00
		WARRANT TOTAL		225.00
57800	PROCTOR PIT	REPAIRS/MAINT-BUILDING	SAN	941.55
		WARRANT TOTAL		941.55
57801	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	743.60
		PUB UTILITIES-MALL	CS	6.91
		PUB UTILITIES-MALL	CS	22.98
		PUBLIC UTILITIES	FD	1,116.93
		PUBLIC UTILITIES	LIB	208.03
		ADVERTISING	HOT	19.24
		PUBLIC UTILITIES	PL	41.32
		PUBLIC UTILITIES	PL	142.75

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PUBLIC UTIL - STREETLIGHTS PL	57.74
		PUBLIC UTIL - STREETLIGHTS PL	257.19
		PUBLIC UTIL - CAMPGROUND PL	599.79
		PUBLIC UTIL - COMM CENTER PL	113.75
		PUBLIC UTIL - SENIOR CENTER PL	274.74
		PUBLIC UTIL - TRAIN PL	79.82
		PUBLIC UTIL - HHS PL	202.68
		PUBLIC UTILITIES SWR	6,880.03
		PUBLIC UTILITIES SWR	105.33
		PUBLIC UTILITIES SAN	91.68
		WARRANT TOTAL	10,964.51
57802	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES PL	8.70
		PUBLIC UTIL - CAMPGROUND PL	16.64
		PUBLIC UTIL - COMM CENTER PL	32.74
		PUBLIC UTIL - SENIOR CENTER PL	136.24
		PUBLIC UTILITIES SWR	150.76
		WARRANT TOTAL	345.08
57803	RAMSEY, WAYNE	OPERATING SUPPLIES PL	150.00
		WARRANT TOTAL	150.00
57804	RINKER MATERIALS	REPAIRS/MAINT-STREETS PL	177.78
		REPAIRS/MAINT-STREETS PL	150.66
		WARRANT TOTAL	328.44
57805	RIVERCITY SCREENPRINTING	UNIFORMS FD	138.65
		WARRANT TOTAL	138.65
57806	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	87.62
		OPERATING SUPPLIES SWR	50.49
		WARRANT TOTAL	138.11
57807	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINT - AUTO PD	8.32
		REPAIR & MAINT - AUTO PD	28.66
		OPERATING SUPPLIES PL	13.13
		OPERATING SUPPLIES PL	193.63
		OPERATING SUPPLIES PL	4.75
		OPERATING SUPPLIES PL	6.44
		SUPPLIS - COMMUNITY CENTER PL	3.88
		SMALL TOOL & MINOR EQUIP PL	46.95
		REPAIRS/MAINT - EQUIP PL	24.30
		REPAIRS/MAINT - EQUIP PL	3.62
		REPAIRS/MAINT - EQUIP PL	24.53
		REPAIRS/MAINT - EQUIP PL	21.60
		REPAIRS/MAINT-SAFETY EQUIP PL	26.49
		REPAIRS/MAINT-SAFETY EQUIP PL	3.05
		EQUIPMENT MAINT - GOLF PL	9.17
		MAINT OF GENERAL EQUIP SWR	2.65
		REPAIRS/MAINT-EQUIP SAN	26.16
		REPAIRS/MAINT-EQUIP SAN	72.39
		WARRANT TOTAL	519.72

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57808	SEDRO-WOOLLEY AUTO PARTS	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57809	SEDRO-WOOLLEY GLASS	REPAIRS/MAINT - EQUIP	PL	16.20
		WARRANT TOTAL		16.20
57810	SEDRO-WOOLLEY LOCK & KEY	REPAIRS & MAINTENANCE	PD	17.01
		REPAIRS/MAINT-EQUIP	FD	17.01
		WARRANT TOTAL		34.02
57811	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	11,188.00
		WARRANT TOTAL		11,188.00
57812	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	191.44
		WARRANT TOTAL		191.44
57813	SKAGIT COUNCIL OF GOVERNMENTS	PROFESSIONAL SERVICES	PLN	1,000.00
		WARRANT TOTAL		1,000.00
57814	SK CO DEPT OF EMERG MGMT	DEPT OF EMERG MANAGEMENT	EMG	4,936.56
		WARRANT TOTAL		4,936.56
57815	SKAGIT PUD NO. 1	REPAIRS/MAINT-EQUIP	FD	769.26
		WARRANT TOTAL		769.26
57816	SKAGIT COUNTY SHERIFF	PRISONERS	PD	440.02
		WARRANT TOTAL		440.02
57817	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	103.09
		WARRANT TOTAL		103.09
57818	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	PL	275.05
		PROPANE	PL	14.83
		PROPANE	PL	8.81
		PROPANE	PL	24.93
		WARRANT TOTAL		323.62
57819	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP	SAN	353.92
		REPAIRS/MAINT-EQUIP	SAN	9.68
		REPAIRS/MAINT-EQUIP	SAN	176.76
		WARRANT TOTAL		540.36
57820	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	23.40
		LEGAL PUBLICATIONS	LGS	23.40
		ADVERTISING	PLN	444.92
		ADVERTISING	HOT	500.00
		WARRANT TOTAL		991.72
57821	SNAPDRAGON PUPPET PRODUC	MISC-SUMMER READ PROGRAM	LIB	250.00
		WARRANT TOTAL		250.00
57822	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	561.50

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	561.50
57823	SPORTS ILLUSTRATED	BOOKS, PERIOD, RECORDS LIB	65.96
		WARRANT TOTAL	65.96
57824	STOPTECH, LTD	SMALL TOOLS & MINOR EQUIP PD	10.25
		WARRANT TOTAL	10.25
57825	SWANA	MISC-DUES/SUBS & TUITN/REG SAN	167.00
		WARRANT TOTAL	167.00
57826	THOMPSON'S GREENHOUSE	FLOWER DISPLAYS HOT	5,419.11
		WARRANT TOTAL	5,419.11
57827	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL	139.91
		WARRANT TOTAL	139.91
57828	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO PD	75.75
		WARRANT TOTAL	75.75
57829	TRUE VALUE	REPAIR & MAINTENANCE CS	15.10
		SUPPLIES ENG	4.09
		OPERATING SUPPLIES FD	5.93
		SMALL TOOLS & MINOR EQUIP FD	78.98
		REPAIRS/MAINT-DORM FD	20.50
		REPAIR/MAINT-GARAGE FD	22.66
		OPERATING SUPPLIES PL	82.16
		OPERATING SUPPLIES PL	53.97
		OPERATING SUPPLIES PL	62.61
		SUPPLIES - CAMPGROUND PL	32.38
		SUPPLIES - CAMPGROUND PL	24.82
		SUPPLIES - CAMPGROUND PL	9.50
		SUPPLIES - CAMPGROUND PL	39.15
		SUPPLIES - CAMPGROUND PL	8.63
		SUPPLIES - CAMPGROUND PL	17.68
		SUPPLIS - COMMUNITY CENTER PL	7.55
		SUPPLIS - COMMUNITY CENTER PL	8.63
		OP. SUPPLIES - GOLF PL	15.10
		SMALL TOOL & MINOR EQUIP PL	48.59
		SMALL TOOL & MINOR EQUIP PL	28.98
		SMALL TOOL & MINOR EQUIP PL	18.34
		REPAIRS/MAINT - EQUIP PL	37.78
		REPAIRS/MAINT - EQUIP PL	3.77
		REPAIRS/MAINT - EQUIP PL	4.95
		REPAIRS/MAINT - EQUIP PL	30.22
		REPAIRS/MAINT - EQUIP PL	16.18
		REPAIRS/MAINT - EQUIP PL	7.01
		EQUIPMENT MAINT - GOLF PL	119.44
		OFFICE SUPPLIES SWR	3.01
		OPERATING SUPPLIES SWR	4.31
		OPERATING SUPPLIES SWR	90.69
		OPERATING SUPPLIES SAN	36.71

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SAN	23.28
		OPERATING SUPPLIES	SAN	28.89
		WARRANT TOTAL		1,011.59
57830	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57831	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57832	HAWKINGS, JAMES DBA	REPAIRS/MAINT-BUILDING	SAN	428.06
		REPAIRS/MAINT-BUILDING	SAN	1,160.28
		WARRANT TOTAL		1,588.34
57833	UNITED LABORATORIES	OPERATING SUPPLIES	PL	367.98
		OP. SUPPLIES - GOLF	PL	1,310.45
		WARRANT TOTAL		1,678.43
57834	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	1,401.78
		WARRANT TOTAL		1,401.78
57835	URBAN FORESTRY	SUPPLIES & BOOKS	FD	437.35
		WARRANT TOTAL		437.35
57836	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	73.31
		REPAIRS/MAINT-EQUIP	FD	7.01
		EQUIPMENT MAINT - GOLF	PL	103.19
		REPAIRS/MAINT-EQUIP	SAN	12.41
		SMALL TOOLS & MINOR EQUIP	SAN	38.62
		WARRANT TOTAL		234.54
57837	VALLEY BARK & TOPSOIL	SUPPLIES	ENG	94.39
		OFFICE/OPERATING SUPPLIES	PD	14.46
		REPAIRS/MAINT-DORM	FD	14.46
		OPERATING SUPPLIES	PL	68.61
		OPERATING SUPPLIES	PL	49.01
		REPAIRS/MAINT-CAMPGROUND	PL	148.72
		OPERATING SUPPLIES	SWR	56.64
		WARRANT TOTAL		446.29
57838	VAN'S EQUIPMENT RENT. INC	SUPPLIES	ENG	2,980.80
		WARRANT TOTAL		2,980.80
57839	VERIZON NORTHWEST	TELEPHONE	JUD	62.72
		TELEPHONE	FIN	58.13
		TELEPHONE	LIB	147.08
		TELEPHONE	PL	319.03
		TELEPHONE	SWR	31.23
		TELEPHONE	SWR	480.56
		TELEPHONE	SAN	184.07
		WARRANT TOTAL		1,282.82

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 07/12/2006 (Printed 07/07/2006 09:27)

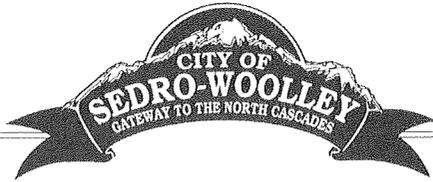
PAGE 11

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57840	VOGUE MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	49.95
		WARRANT TOTAL		49.95
57841	WALLIS, MARK E.	SPECIAL INVESTIGATIONS	PD	50.16
		WARRANT TOTAL		50.16
57842	WA ST ASSOC OF MUNICIPAL	MISC-DUES	LGL	30.00
		WARRANT TOTAL		30.00
57843	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	PL	9.93
		WARRANT TOTAL		9.93
57844	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	54.00
		WARRANT TOTAL		54.00
57845	WA STATE DEPT OF REVENUE	SUPPLIES	FIN	9.99
		OFFICE EQUIPMENT	PLN	14.02
		UNIFORMS/ACCESSORIES	PD	9.11
		OFFICE/OPERATING SUPPLIES	PD	10.44
		SMALL TOOLS & EQUIPMENT	PD	6.39
		SUPPLIES & BOOKS	FD	4.13
		OFFICE EQUIPMENT	INSP	14.02
		MISC-SUMMER READ PROGRAM	LIB	6.98
		TAXES AND ASSESSMENTS	LIB	9.90
		BOOKS, PERIOD, RECORDS	LIB	23.74
		TAXES & ASSESSMENTS	PL	270.45
		TAXES & ASSESSMENTS	PL	156.69
		TAXES AND ASSESSMENTS	SWR	3,415.64
		TAXES & ASSESSMENTS	SAN	4,991.32
		WARRANT TOTAL		8,942.82
57846	WA STATE DEPT OF REVENUE	RENTS, LEASES, CONCESSIONS		138.67
		WARRANT TOTAL		138.67
57847	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		5,708.71
		WARRANT TOTAL		5,708.71
57848	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	8,740.79
		WARRANT TOTAL		8,740.79
57849	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD	12.05
		POSTAGE	FD	7.14
		POSTAGE	FD	5.64
		MAINTENANCE OF LINES	SWR	170.91
		OPERATING SUPPLIES	SWR	85.67
		OPERATING SUPPLIES	SAN	76.92
		EQUIPMENT & VEHICLES - STREETS		912.60
		WARRANT TOTAL		1,270.93
		RUN TOTAL		116,174.10

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	47,674.63
105	LIBRARY FUND	1,893.66
107	CUM RESERVE FOR CITY PARK FUND	1,666.21
108	STADIUM FUND	5,938.35
110	PUBLIC LANDS 110	14,101.26
302	RES FOR CURR EXP CAP OUT FUND	1,443.10
401	SEWER FUND	15,754.43
412	SOLID WASTE FUND	26,789.86
501	EQUIPMENT REPLACEMENT FUND	912.60
TOTAL		116,174.10

CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
07/12/2006 (Printed 07/07/2006 09:27)

DEPARTMENT	AMOUNT
001 000 000	5,847.38
001 000 011	46.80
001 000 012	2,107.30
001 000 014	205.04
001 000 015	326.50
001 000 018	3,272.52
001 000 019	3,247.96
001 000 020	3,143.38
001 000 021	4,678.07
001 000 022	16,348.20
001 000 024	3,514.92
001 000 025	4,936.56
FUND CURRENT EXPENSE FUND	47,674.63
105 000 072	1,893.66
FUND LIBRARY FUND	1,893.66
107 000 076	1,666.21
FUND CUM RESERVE FOR CITY PARK FUND	1,666.21
108 000 019	5,938.35
FUND STADIUM FUND	5,938.35
110 000 042	14,101.26
FUND PUBLIC LANDS 110	14,101.26
302 000 000	1,443.10
FUND RES FOR CURR EXP CAP OUT FUND	1,443.10
401 000 035	15,754.43
FUND SEWER FUND	15,754.43
412 000 037	26,789.86
FUND SOLID WASTE FUND	26,789.86
501 000 103	912.60
FUND EQUIPMENT REPLACEMENT FUND	912.60
TOTAL	116,174.10



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 12 2006

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

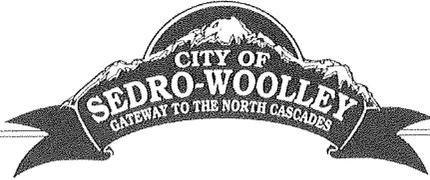
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NEW BUSINESS



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 12 2006

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

To: Sedro-Woolley City Council
From: Mayor Sharon D. Dillon
Date: July 7, 2006
Re: Carletti Architects Contract

Issue: Should the City enter into a contract with Carletti Architects P.S. for continued work on the proposed building of a new city hall?

Background: We have, as you know, been moving forward with developing plans for a new city hall. This is the final step before we go out for bid.

Recommendation: Motion to approve the Professional Services Contract with Carletti Architects. P.S. for the next step in building a new city hall, contract not to exceed \$210, 725.00.

PROFESSIONAL SERVICES CONTRACT

A. PARTIES: This contract is between CARLETTI ARCHITECTS, P.S., hereinafter referred to as "Architect", and City of Sedro Woolley hereinafter referred to as "Client".

B. PROJECT INFORMATION:

Project Name: City of Sedro Woolley - City Hall Addition Job #: 04-674

Project Location: 720 Murdock Street Sedro Woolley, WA

C. PROJECT DESCRIPTION: New two story wood frame addition of approximately 16,500 S.F. Addition will be designed to accommodate new Courtroom Council Chambers, Building, Planning, Mayor, Finance office and Police additions to the existing City Hall facility. Addition shall be as designed per the schematic plans prepared by the Architect.

Designated contact Person for the Architect shall be Peter Carletti.

Designated contact Person for the Client shall be Mayor Sharon Dillon.

D. SCOPE OF SERVICES: Based upon the terms set forth below this contract, including the General Terms and Conditions set forth in Exhibit A attached hereto, Client has retained Architect, and Architect has agreed to provide to the Client, the following professional services with respect to the project referenced above:

The Architect's services consist of the services outlined in Exhibit B, and include full design services, assistance with bidding or negotiation of the construction contract, full construction administration services, and include normal civil, structural, mechanical, and electrical engineering services.

E. EXCLUSIONS: Permits and fees; and reimbursable.

F. FEES:

Compensation shall be a maximum amount not to exceed of \$210,725.00. Billings shall be monthly based upon time spent by the Architect, and billings received from sub-consultants at cost plus 10% markup.

Fee shall be based upon Sub-Consultant agreements, and Architect's hourly rates, a schedule of which is attached hereto in Exhibit A.

Fee is based upon a GMAC of \$198/S.F. x 16,450 S.F. = \$3,250,000. \$3,250,000 @ 8.06% = \$261,950.00 less schematic design fees spent to date of \$51,225.00.

- Assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project
- Administration and coordination w/ City, and sub-consultants

All Drawings to be prepared in ACAD R2002

Bidding and Negotiation – Architectural

- Assist the Client in obtaining bids from contractors and assist in awarding and preparing the construction contract for construction.
- Answer technical questions during bidding or negotiation from contractor
- Issue addenda
- Review final bid proposal with Client and make recommendation

Construction Administration Architectural

Assumption 9-month construction schedule. Construction Administration services commence with the award of the initial Contract for Construction and terminate at the earlier of the issuance to the Client of the final Certificate of Payment or 30 days after the date of Substantial Completion of the Work.

- Advise and consult with Client during the administration of the Contract for construction.
- As representative of the Client, visit the site at intervals appropriate to the stage of the Contractor's operations to: (1) become generally familiar with and to keep the Client informed about progress and quality of the portion of the Work completed. (2) to make a best faith effort to guard the Client against defects and deficiencies in the Work, and
- (3) To determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in general accordance with the Construction Documents.
- 24 site visits with meeting minutes every other week (this includes one Substantial completion punchlist and one Final Completion visit)
- Report to the Client known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.
- Review and respond to RFI's during construction
- Clarification sketches
- Review of submittals and shop drawings with such reasonable promptness, while allowing sufficient time in the Architect's professional judgement to permit adequate review.
- Prepare change order proposals and change orders for the Client's written approval.
- Authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents.
- Close out project and prepare substantial completion forms.

Certificates for Payment

- Review and certify the amounts due the Contractor and issue certificates in such amounts
- Certification for payment shall constitute a representation to the Client, based on the Architect's evaluation of the Work and on the date comprising the Contractor's Application for Payment, that the work has progressed to the point indicated and that, to the best of the Architect's knowledge information and belief, the quality of the Work is in accordance with the Contract Documents.
- Architect has the authority to reject Work that does not conform to the Contract Documents.
- Architect has the authority to require inspection of or testing of the Work in accordance with the provisions of the Contract documents, whether or not such Work is fabricated, installed or completed.
- Conduct inspections to determine the date or dates for Substantial Completion and the Date of Final Completion.
- Receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.
- Issue a Final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- Interpret and decide matters with reasonable promptness concerning performance of the Client and Contractor under, and requirements of, the Contract Documents on written request of either the Client or the Contractor.
- Interpretations and decisions shall be consistent with the intent of and reasonably inferable from the Contract Documents, shall be in writing or in the form of Drawings shall be rendered in good faith and not show partiality to either the Client or the Contractor.
- Architect's decisions made on claims, disputes, or other matters in question between the Client and Contractor shall be subject to mediation and arbitration as provided in this Agreement.

Architect shall provide normal civil, surveying, landscape architect, structural, mechanical and electrical engineering services including:

Civil Engineering and Surveying

- TESC plan for erosion control
- Storm drainage, water, sewer, gas, telephone and other utilities plan
- Site grading plan including courtyard
- Water quality treatment will be required and detention is on site
- Construction support during site utilities and grading including: 2 site visits, RFI response, shop drawing and submittal review, clarification sketches
- Survey and topography of existing lot to be purchased by the City

Landscape Design

- Preparation of landscape plan for landscape plantings and courtyard area as prepared by licensed landscape architect

Structural Engineering-Design Development

- Preparation of preliminary foundation/footing plan
- Second floor framing plan
- Roof framing plan
- Details
- Structural notes, preliminary gravity and lateral calculations

Structural Engineering-Construction Documents

- Final foundation, floor framing and roof framing plans
- Sections, details and schedules
- Stamped calculations
- Coordination w/ building department

Structural Engineering-Construction Administration

- Three site visits
- Shop drawing review
- Response to RFI's during construction
- Clarification sketches

Mechanical Engineering-Design Development

- Preparation of zoned HVAC drawings for code compliance and sizing
- Heating and cooling load calculations.
- Select HVAC Equipment
- Size utility connections
- Review plumbing fixture selections
- Outline specifications
- 30% DD drawings
- Preliminary energy code calculations
- Coordination with other consultants
- (2) Design team meetings

Mechanical Engineering-Construction Documents

- HVAC plans
- Plumbing plans
- Schedules and details
- Division 15 specifications
- Fire sprinkler performance specs.
- Energy and mechanical NREC code compliance forms
- Respond to regulatory comments

Mechanical Engineering-Construction Administration

- Answer questions during bidding period
- Shop Drawing/Submittal Review
- (3) Construction observations w/ 3-reports
- Respond to RFI's
- Review Air Balance Report/O&M Manuals

Electrical Engineering – Design Development

- Refinement of preliminary plans including branch circuiting
- Preliminary load calculations
- One Coordination meeting w/ Architect and Client

Electrical Engineering – Construction Documents

- Electrical service for point of connection with Puget Sound Energy
- Final electrical, telecommunication, data, and lighting plans
- Fire and security system alarm design
- Grounding and branch circuiting, and wiring systems
- Specifications for Division 16
- Panel schedules and riser diagrams, and details

Electrical Engineering – Construction Administration

- Addenda issuance and bidder questions
- Submittal review
- RFI responses
- (3) site visits w/ (3) reports
- Record Drawings

EXHIBIT A
GENERAL TERMS and CONDITIONS

Architect shall perform the services described in the Professional Services Contract attached hereto ("Contract"), together with the following Terms and Conditions unless otherwise agreed to in writing signed by both parties.

COMPENSATION: When compensation is based on hourly rates, the following rates shall apply. These rates are effective until 12/31/06. Carletti Architects, P.S. reserves the right to modify such hourly rates after this date.

Principal.....	\$110.00/Hr.
Project Manager I.....	\$85.00/Hr.
Project Manager II.....	\$80.00/Hr.
Project Designer I.....	\$75.00/Hr.
Project Designer II.....	\$70.00/Hr.
Space Planner.....	\$70.00/Hr.
Drafter.....	\$60.00/Hr.
Clerical.....	\$45.00/Hr.

PAYMENTS: Payments for services shall be due and payable monthly according to the billings issued in accordance with paragraph F of the Contract. Payments shall include the compensation for time spent to date plus additional costs and reimbursable as described in paragraph G of the Contract. Payments are due upon receipt of billing. Payments which remain unpaid over thirty (30) days past receipt by a Client shall bear late charges of 1.5% per month. If payments for amounts due under this Contract or any portion are not timely paid in accordance with the terms of the Contract, such Client agrees to pay all costs of collection, including reasonable attorneys' fees, if the matter is placed in the hands of an attorney for collection. If suit shall be brought, jurisdiction and venue shall be in Skagit County, State of Washington.

TERMINATION: Either party upon seven (7) days written notice may terminate this agreement. In the event of termination by the Client, which termination is not due to the fault of the Architect, then the Architect shall be compensated for all services performed up to and through the termination date.

OWNERSHIP OF DOCUMENTS: Whether this contract is terminated by either party, or completed, the Client shall make payment to the Architect for services which have been completed and upon making such payment, the Client shall receive ownership of the property rights, including copyrights, of all documents, drawings, specifications, electronic data and information ("documents") prepared, provided or procured by the Architect or by consultants retained by the Architect for this Project. The Client shall have the right to use, to reproduce and to make derivative works from the documents to complete the Project. The Client may use, reproduce or make derivative works from the documents to modify, alter or change the Project including for purposes of subsequent renovation and remodeling of the Project, but shall not use, reproduce or make derivative works from the documents for other projects. The Client's use of the documents without the Architect's involvement is at the Client's sole risk, except for the Architect's indemnification obligation as to the Client only arising out of the work performed under this agreement, and the Client shall defend, indemnify and hold harmless the Architect and its consultants, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses arising out of or resulting from such use. Similarly, the Architect shall obtain from its consultants property rights and rights of use that correspond to the rights given by the Architect to the Client.

CLIENT INFORMATION: The Client shall provide full information including a program, setting forth the Client's design objectives, constraints and criteria, a legal description and certified land survey showing boundary and topography of the site and the services of soil engineers or other consultants when such services are deemed necessary by the Architect. The services, information, surveys, and reports required shall be furnished at the Client's expense and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.

CONSTRUCTION: The Architect shall not have control or charge of, and shall not be responsible for, construction means and methods, safety precautions, acts or omissions or general performance of the contractor. Construction observation and administration of the contract by the Architect does not relieve the contractor of that responsibility.

STANDARD OF CARE: Services provided by the Architect under this agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same area. Upon notice to the Architect, by mutual agreement between the parties, the Architect will correct those services not meeting such a standard without additional compensation.

COST ESTIMATES: Cost estimates provided by the Architect are on the basis of experience, judgement, and available cost publications. Since market conditions and bidding procedures are not consistent from job to job, the Architect does not warrant that bids or as-built construction cost will not vary from the cost estimates provided by our firm.

INDEMNIFICATION: To the fullest extent permitted by law and except as limited in the "Ownership of Documents" section herein, the Architect shall defend, indemnify and hold harmless Client from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Architect's work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of property, but only to the extent caused by the negligent acts or omissions of the Architect or anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the party indemnified herein.

ALTERNATIVE DISPUTES RESOLUTION: In an effort to resolve any conflicts that arise during or following the completion of the Project, the Clients and the Architect agree that all disputes arising out of or relating to this Contract shall be submitted to non-binding mediation under auspices of the Construction Industry Mediation Rules of the American Arbitration Association unless the Parties mutually agree otherwise, as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. Request for mediation

shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for longer period by agreement of the Parties or court order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall

be held where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes, and other matters in question between the Parties that are not resolved by mediation shall be decided by

arbitration which, unless the Parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.

The demand for arbitration shall be filed in writing with the other party to this Contract and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

MAINTENANCE/WEAR & TEAR: All structures are subject to wear and tear and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance are the sole responsibility of the Client. The Architect shall have no responsibility for such issues or resulting damage.

INSURANCE: The Architect shall obtain and maintain the minimum limits of liability insurance set forth below:

Personal injury (bodily injury) affording limits of liability of \$1,000,000 for each occurrence, for personal injury (bodily injuries) or death suffered or alleged to have been suffered by any person or persons by reason of or in the course of performance under the agreement. Whether occurring by reason of negligent acts or omissions of the Architect, or any subcontractor, or both. Such insurance shall be maintained during the term of this agreement and shall include, if applicable completed operations and products liability coverage.

Property damage, affording limits of liability of \$1,000,000 for each occurrence, covering damages to property suffered or alleged to have been suffered by any person or persons by reason of or in the course of performance under agreement, whether occurring by reason of acts or omissions of the Architects or any sub-contractor, or both. Such insurance shall be maintained during the term of this agreement.

The Architects shall obtain and maintain professional liability insurance affording limits of liability of \$1,000,000 for each claim and \$1,000,000 annual aggregate, to protect the Architect from claims arising out of the performance under this agreement and caused by any negligent acts, errors, or omissions of any person or persons employed by the Architect or its agents, or employees.

G. ADDITIONAL COSTS & REIMBURSABLES:

Computer Plots 24x36 Finals	\$25.00 each
Computer Plots 30x42 Finals	\$35.00 each
Large format copies	\$1.50/S.F.
Mileage	.51 per mile
Blueprints, reprographics,	Cost plus 15%
Postage and delivery services	Cost plus 15%
Outside consultants	Cost plus 10%

H. ADDITIONAL SERVICES: Additional services will be billed at hourly rates listed in Exhibit A. No additional services are to be billed without the prior written authorization of the Client.

APPROVED and ACCEPTED in accordance with General Terms & Conditions referred to as Exhibit A.

By: _____
Client or Client's Authorized Representative

By: _____
Carletti Architects, P.S.

Name: _____

Name: Peter J. Carletti

Title: _____

Title: President

Date: _____

Date: _____

EXHIBIT-B

07/06/06

Scope of Work:

Schematic Design – Architectural/Civil/Structural/Mechanical/Electrical

- Services are completed

Design Development – Architectural

- Prepare for the Client, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, materials and other elements as may be appropriate
- Final code check for IBC issues
- Coordination with sub-consultants
- Coordination meetings w/ Client and Contractor
- Preparation of building sections and details for distribution to sub-consultants

Construction Documents – Architectural

Drawings and tasks to include:

- Cover sheet, general notes and code research
- Site Plan and Site details
- Floor Plans with notes, dimensions and callouts
- Exiting Plan
- Door, window and finish schedules
- Reflected ceiling plans
- Roof plan
- Exterior Building Elevations
- Building sections
- Wall sections
- Details
- Interior Casework elevations
- Selection of interior finishes and colors
- Assistance in selection of interior furniture and furniture systems
- Project Specifications in CSI Format
- Assist the Client in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of agreement between Client and Contractor