

Next Ord: 1553-06

Next Res: 730-06

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

October 25, 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.

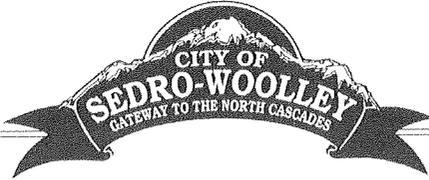
- a. Minutes from Previous Meeting
 - b. Finance
 - Claim Vouchers #58580 to #58692 for \$367,218.81
 - Payroll Warrants #38880 to #38975 for \$142,241.30
 - c. - Waiver of Fees - Community Center - SW Lions Club - March 24, 2007
 - d. - Waiver of Fees - Community Center - SWHS FFA - November 3, 2006
 - e. - Street Closure Request - Halloween Parade - October 31, 2006
 - f. - Contract - 2006 Sidewalk & Wheelchair Ramps Program
 - g. - \$75,000 Commitment to Skagit County for Skagit River Flood Feasibility Study
 - h. - Sedro-Woolley Senior Center - Carpet Replacement
 - i. - Professional Services Agreement - Transpo Group, Inc.
4. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARINGS

5. Ordinance - 2007 Property Tax Levy

NEW BUSINESS

EXECUTIVE SESSION/YES



CITY COUNCIL AGENDA
REGULAR MEETING

OCT 25 2006

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

DATE: October 25, 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 October 25, 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.

OCT 25 2006

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
October 11, 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, Louis Requa, Pat Colgan, Hugh Galbraith (Late), Rick Lemley and Mike Anderson. Staff: Clerk/Treasurer Nelson, Planner Rozema, Attorney Berg, Engineer Blair, Fire Chief Klinger and Police Chief Wood.

Mayor Dillon requested permission of the Council to place the topic of a Developers Agreement on the agenda under New Business.

Councilmember Meamber moved to place the Developers Agreement to New Business. Seconded by Councilmember Splane. Motion carried.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #58470 to #58579 for \$1,085,881.98
 - Payroll Warrants #38778 to #38879 for \$196,467.70 (Voided Warrants #38857, 38858, 38859, #38868, 38873)
- Professional Services Contract – Development Code Analysis
- Setting Public Hearing – 2007 Property Tax

Councilmember Lemley moved to adopt the consent calendar Items A through D. Councilmembers Anderson and Colgan seconded. Motion carried.

Public Comment

Julian Pavisi – 519 Sapp Rd., addressed the Council regarding Proposition 2 Fluoridation of water. Pavisi spoke against the proposition and provided printed information regarding the topic.

Councilmember Galbraith arrived (7:05 P.M.)

Councilmember Requa stated he had requested Janice Marlega of the Skagit County Public Works Department to come and give an update on several joint projects with the City. Requa noted this was as a result of discussion at a recent worksession.

Janice Marlega – Asst. County Engineer, Skagit County Public Works, 1509 St. Paul St., Bellingham provided the Councilmembers with a handout which updated the Council on the Fruitdale/McGargile Road Arterial Improvement project including a preliminary schedule and funding. She also discussed the interlocal agreements between the County and City regarding the Hodgkin/SR20 to Cook Road project and the SR-9 Pedestrian/Bicycle Safety Improvements. She also presented an update on the project timeline.

PUBLIC HEARINGS

Proposed Ordinance to Amend SWMC 10.96 Regarding Off-Road Vehicles

Attorney Berg reviewed the proposed ordinance and discussed measuring of lot size, enforcement issues, the current ordinance and the repeal of the current ordinance.

Mayor Dillon opened the public hearing at 7:28 P.M.

Clerk/Treasurer Nelson read a letter into the record received from Al Doorn, 1215 Railroad Ave., expressing his opposition to allow Off-Road Vehicles within the City limits.

Julian Pavisi – 519 Sapp Rd., concurred with the letter written by Doorn and expressed his opposition to any change of the existing ordinance.

Jim Robinson – 313 N. Reed St., addressed the Council regarding his intention for allowing his grandchildren to be able to ride motor bikes in a safe manner. He noted the present ordinance only stops the law abiding citizens and there are bikes being ridden all over against the law. Robinson passed out copies of a survey given to his neighbors who signed that they had no problem with Robinson's proposal for allowing off-road vehicles with the neighborhood.

Council discussion ensued to include enforcement, time limits, obtaining a special or conditional use permit, conflict with noise ordinance and a potential licensing process.

Amber Manke – 227 N. Reed St., requested Council approve an ordinance to allow off-road vehicles to be ridden within the City limits.

Tyler Manke – 227 N. Reed St., requested the opportunity to ride within the City limits.

Julian Pavisi – commented that he respected what Mr. Robinson was trying to do for his grandchildren. He addressed noise decibels and encouraged the Council take a hard look at the decibels.

Jim Robinson – noted that the decibel figure he recommended was taken from the State Patrol noise level on the highway.

Courtney Robinson – 24390 Polte Rd., age 11, addressed the Council and stated she really liked to ride her vehicle at her grandparents.

Mayor Dillon closed the public hearing at 8:02 P.M.

More discussion ensued to include conditional use permit, worksession topic, potential issuance of a license and restrictions. The Council consensus was to discuss further at the next worksession with some sample ordinances available for discussion.

NEW BUSINESS

Developer's Agreement (added)

Engineer Blair reviewed a request for a developer's agreement for necessary intersection improvements at Hospital Drive and Highway 20. The agreement is to be a party to the developer agreement along with Washington State Department of Transportation.

Councilmember Meamber moved to authorize the Mayor to sign the developer agreement with United General Hospital and the Washington State Department of Transportation. Seconded by Councilmember Galbraith. Motion carried.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Fire Chief Klinger – announced the upcoming Boots to Burn dance on October 28, 2006. Tickets are available.

Engineer Blair – presented an update on the sewer project. Blair noted that the current plan is to only do a single lift of paving on both Sterling and Township and the final will be done all at one time.

Attorney Berg – reported on the recent Washington State Association of Municipal Attorney's conference he attended. He noted it was a highly valuable conference and thanked Council for the opportunity to attend.

Planner Rozema – noted the Associate Planner will be on board beginning Monday, October 16, 2006.

Clerk/Treasurer Nelson – stated the State Auditors are in their third week of the audit and hope to be done soon. They have had some staffing problems which has extended the time. Nelson also noted that Councilmembers will be notified of the time for the exit interview.

Councilmember Meamber – questioned the status of Bingham Park.

Engineer Blair noted that the paving will be done when Rinker can schedule the paving and they are trying to work it in with other paving schedules.

Councilmember Galbraith – thanked Councilmember Requa for his role in the presentation from the County by Janice Marlega. He stated that he is really excited to see progress on the Highway 9 sidewalk.

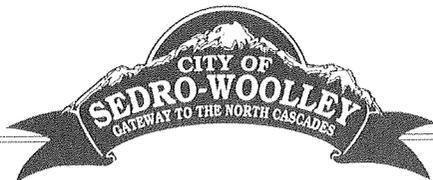
EXECUTIVE SESSION

The meeting adjourned to executive session at 8:20 P.M. for the purpose of personnel, land acquisition or litigation with no decision anticipated.

Executive session ended at 8:55 P.m. followed by a budget worksession in which the Councilmembers rated their funding priorities.

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

The meeting adjourned at 9:55 P.M.



CITY COUNCIL AGENDA
REGULAR MEETING

OCT 25 2006

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

DATE: October 25, 2006
TO: Mayor Dillon and City Council
FROM: Patsy Nelson, Clerk-Treasurer
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers proposed for payment for the period ending October 25, 2006.

Motion to approve Claim Vouchers #58580 to #58692 in the amount of \$367,218.81.

Motion to approve Payroll Warrants #38880 to #38975 in the amount of \$142,241.30.

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
 10/25/2006 (Printed 10/19/2006 09:15)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58580	SKAGIT COUNTY AUDITOR	MISCELLANEOUS	FIN	33.00
		MISC-FILING FEES/LIEN EXP	SWR	876.00
		MISC-FILING FEES/LIEN EXP	SAN	769.00
		WARRANT TOTAL		1,678.00
58581	ALPINE FIRE & SAFETY	SUPPLIES	FIN	88.45
		OPERATING SUPPLIES	SAN	600.97
		WARRANT TOTAL		689.42
58582	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	6,769.80
		WARRANT TOTAL		6,769.80
58583	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	1,215.78
		VEHICLE FUEL / DIESEL		614.22
		AUTO FUEL/DIESEL	SAN	1,337.84
		WARRANT TOTAL		3,167.84
58584	AVAYA INC	REPAIRS & MAINTENANCE	PD	561.30
		REPAIRS/MAINT-EQUIP	FD	561.31
		WARRANT TOTAL		1,122.61
58585	BANNER BANK	CONSTRUCTION-TOWNSHIP LINE PWT		12,465.95
		WARRANT TOTAL		12,465.95
58586	BANK OF AMERICA	TRAVEL	ENG	7.00
		DUES/SUBSCRIPTIONS	ENG	39.44
		TUITION/REGISTRATION	ENG	95.00
		WARRANT TOTAL		141.44
58587	BANK OF AMERICA	TRAVEL	LGS	35.00
		MISC-TUITION/REGISTRATION	FIN	79.00
		MISC-TUITION/REGISTRATION	FIN	100.00
		PROFESSIONAL SERVICES	CIV	160.00
		TRAVEL	CIV	42.32
		PRINTING/PUBLICATIONS	PD	271.00
		ADVERTISING-FIRE PREV/EDUC	FD	31.90
		MISC-TUITION/REGISTRATION	SWR	98.00
		WARRANT TOTAL		817.22
58588	BARNETT IMPLEMENT CO. INC	REPAIRS/MAINT - EQUIP	PL	37.80
		REPAIRS/MAINT - EQUIP	PL	198.72
		WARRANT TOTAL		236.52
58589	BAY CITY SUPPLY	OPERATING SUPPLIES	PL	143.80
		OFFICE SUPPLIES	SWR	177.17
		WARRANT TOTAL		320.97
58590	BERG VAULT COMPANY	OP. SUPPLIES - STORM DRAIN	PL	617.00
		REPAIRS/MAINT-STREETS	PL	390.00
		WARRANT TOTAL		1,007.00
58591	BERG, ERON	TRAVEL	LGL	510.85

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		510.85
58592	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	105.81
		UNIFORMS/ACCESSORIES	PD	326.24
		UNIFORMS/ACCESSORIES	PD	43.74
		UNIFORMS/ACCESSORIES	PD	67.40
		WARRANT TOTAL		543.19
58593	BOOTSUSA	OPERATING SUPPLIES	FD	137.80
		WARRANT TOTAL		137.80
58594	BROWN & COLE STORES	REPAIRS/MAINT-DORM	FD	112.84
		WARRANT TOTAL		112.84
58595	BRIM TRACTOR COMPANY INC	REPAIRS/MAINT - EQUIP	PL	104.49
		WARRANT TOTAL		104.49
58596	CARLETTI ARCHITECTS P.S.	CITY HALL DESIGN		21,549.17
		WARRANT TOTAL		21,549.17
58597	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	36.78
		PUBLIC UTILITIES	FD	161.40
		PUBLIC UTILITIES	LIB	7.42
		PUBLIC UTILITIES	PL	87.54
		PUBLIC UTIL - COMM CENTER	PL	49.54
		PUBLIC UTIL - SENIOR CENTER	PL	104.24
		PUBLIC UTIL - FOOD BANK	PL	29.12
		PUBLIC UTIL - HHS	PL	13.81
		PUBLIC UTILITIES	SWR	45.23
		PUBLIC UTILITIES	SAN	73.78
		WARRANT TOTAL		608.86
58598	CHEVRON U.S.A., INC.	AUTO FUEL	CS	37.56
		WARRANT TOTAL		37.56
58599	CINTAS CORPORATION #460	UNIFORMS	FD	65.03
		UNIFORMS	FD	65.03
		WARRANT TOTAL		130.06
58600	CITIES INSURANCE ASSOC.	REPAIR & MAINT - AUTO	PD	250.00
		WARRANT TOTAL		250.00
58601	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	12.90
		WARRANT TOTAL		12.90
58602	COMPUTER SUPPORT GROUP	REPAIR/MAINT-COMPUTER	LIB	141.67
		WARRANT TOTAL		141.67
58603	CONCRETE NOR'WEST, INC.	REPAIRS/MAINT-STREETS	PL	296.38
		WARRANT TOTAL		296.38
58604	CONSOLIDATED SUPPLY CO.	REPAIRS/MAINT-SENIOR CENTER	PL	4.78

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		4.78
58605	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
58606	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	39.58
		REPAIR & MAINT - AUTO	PD	339.70
		REPAIR & MAINT - AUTO	PD	72.09
		WARRANT TOTAL		451.37
58607	CRYSTAL SPRINGS	SUPPLIES	LGS	31.96
		OPERATING SUPPLIES	CS	22.81
		OPERATING SUPPLIES	FD	59.85
		OPERATING SUPPLIES	PL	35.90
		OPERATING SUPPLIES	SWR	76.47
		WARRANT TOTAL		226.99
58608	DANKA OFFICE IMAGING	OPERATING SUPPLIES	SAN	371.31
		WARRANT TOTAL		371.31
58609	DATA BASE	PROFESSIONAL SERVICES	JUD	76.00
		SUPPLIES	FIN	38.00
		OFFICE/OPERATING SUPPLIES	PD	38.00
		WARRANT TOTAL		152.00
58610	DAVID EVANS & ASSOC INC	ENGINEERING-SKAGIT LIGHT	AST	4,002.48
		WARRANT TOTAL		4,002.48
58611	DESTINATION WIRELESS	TELEPHONE	PD	43.19
		TELEPHONE	PD	21.59
		TELEPHONE	PL	5.40
		REPAIRS/MAINT-STORM DRAIN	PL	43.18
		OPERATING SUPPLIES	SWR	142.56
		OPERATING SUPPLIES	SWR	21.59
		OPERATING SUPPLIES	SWR	91.76
		WARRANT TOTAL		369.27
58612	DIVERSINT	REPAIRS & MAINTENANCE	PD	32.40
		REPAIRS/MAINT-EQUIP	FD	32.40
		WARRANT TOTAL		64.80
58613	EASY PICKER GOLF PRODUCTS INC.	OP. SUPPLIES - GOLF	PL	311.97
		WARRANT TOTAL		311.97
58614	E & E LUMBER	OPERATING SUPPLIES	PL	36.93
		OPERATING SUPPLIES	PL	60.90
		REPAIRS/MAINT - EQUIP	PL	25.25
		REPAIRS/MAINT - EQUIP	PL	83.47
		BUILDINGS & STRUCTURES	SWR	289.65
		BUILDINGS & STRUCTURES	SWR	11.98
		REPAIRS/MAINT-BUILDING	SAN	41.23
		OPERATING SUPPLIES	SAN	304.43

CITY OF SEDRO-WOOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		853.84
58615	FAB-TECH	REPAIRS/MAINT - EQUIP	PL	55.08
		WARRANT TOTAL		55.08
58616	EXPERT SECURITY, LLC	REPAIRS & MAINTENANCE	PD	153.67
		REPAIRS/MAINT-EQUIP	FD	153.66
		WARRANT TOTAL		307.33
58617	FERRELLGAS	SUPPLIES & BOOKS	FD	152.25
		WARRANT TOTAL		152.25
58618	FISERV DOCUMENT SOLUTIONS	SUPPLIES	JUD	629.52
		WARRANT TOTAL		629.52
58619	GRAINGER PARTS	MAINT OF GENERAL EQUIP	SWR	493.84
		WARRANT TOTAL		493.84
58620	HACH COMPANY	OPERATING SUPPLIES	SWR	305.73
		PLANT EQUIPMENT UPGRADES	SWR	8,292.19
		WARRANT TOTAL		8,597.92
58621	H. D. FOWLER COMPANY	MAINTENANCE OF LINES	SWR	237.40
		WARRANT TOTAL		237.40
58622	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	88.79
		WARRANT TOTAL		88.79
58623	HONEY BUCKET	OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	72.70
		WARRANT TOTAL		166.46
58624	HOSE SHOP INC. (THE)	MAINTENANCE OF LINES	SWR	87.38
		WARRANT TOTAL		87.38
58625	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	63.37
		WARRANT TOTAL		63.37
58626	INGRAM LIBRARY SERVICES	MACHINERY/EQUIP-OFFICE	LIB	21.62
		MACHINERY/EQUIP-OFFICE	LIB	34.90
		MACHINERY/EQUIP-OFFICE	LIB	19.55
		MACHINERY/EQUIP-OFFICE	LIB	23.56
		MACHINERY/EQUIP-OFFICE	LIB	57.69
		WARRANT TOTAL		157.32
58627	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

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58628	KROESEN'S INC.	UNIFORMS	FD	147.97
		WARRANT TOTAL		147.97
58629	LABCORP	PROFESSIONAL SERVICES	SWR	51.50
		WARRANT TOTAL		51.50
58630	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	312.50
		WARRANT TOTAL		312.50
58631	LYNN PEAVEY COMPANY	OFFICE/OPERATING SUPPLIES	PD	49.50
		OFFICE/OPERATING SUPPLIES	PD	83.70
		WARRANT TOTAL		133.20
58632	MSB ENTERPRISES INC.	OP. SUPPLIES - GOLF	PL	557.85
		WARRANT TOTAL		557.85
58633	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
58634	MCLOUGHLIN & EARDLEY CORP	VEHICLES	PD	396.27
		WARRANT TOTAL		396.27
58635	MICRO DATA	PRINTING/PUBLICATIONS	PD	639.39
		WARRANT TOTAL		639.39
58636	MORTENSON SIGNS	OPERATING SUPPLIES	SAN	556.64
		WARRANT TOTAL		556.64
58637	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	14.39
		REPAIRS/MAINT-EQUIP	SAN	74.93
		WARRANT TOTAL		89.32
58638	NELSON, PATSY	MEALS/TRAVEL	FIN	314.55
		WARRANT TOTAL		314.55
58639	NORTH CASCADE FORD	REPAIR & MAINTENANCE	ENG	636.27
		WARRANT TOTAL		636.27
58640	NORTH COAST ELECTRIC CO.	PLANT EQUIPMENT UPGRADES	SWR	5,327.67
		WARRANT TOTAL		5,327.67
58641	NORTHWEST CASCADE INC.	OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	93.76
		WARRANT TOTAL		375.04
58642	OFFICE DEPOT	MAINT OF GENERAL EQUIP	SWR	286.71
		MAINT OF GENERAL EQUIP	SWR	80.18
		WARRANT TOTAL		366.89
58643	OFFICE SYSTEMS	OPERATING RENTALS/LEASES	FIN	307.80

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		307.80
58644	OLIVER-HAMMER CLOTHES	CLOTHING	PL	164.66
		CLOTHING	PL	72.08
		CLOTHING	PL	81.89
		CLOTHING	SAN	69.08
		WARRANT TOTAL		387.71
58645	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	27.73
		MISC-LAUNDRY	PL	32.61
		MISC-LAUNDRY	PL	20.14
		LAUNDRY	SWR	23.72
		LAUNDRY	SWR	23.72
		WARRANT TOTAL		127.92
58646	PACIFIC POWER BATTERIES	OPERATING SUPPLIES	FD	25.92
		WARRANT TOTAL		25.92
58647	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	FD	190.92
		REPAIRS/MAINT-EQUIP	SAN	134.43
		REPAIRS/MAINT-EQUIP	SAN	290.28
		WARRANT TOTAL		615.63
58648	PERSONNEL CONCEPTS LTD	PROFESSIONAL SERVICES	FIN	63.59
		PRINTING/PUBLICATIONS	PD	63.59
		OFFICE SUPPLIES	FD	63.59
		PROFESSIONAL SERVICES	LIB	63.59
		SAFETY EQUIPMENT	PL	63.60
		PROFESSIONAL SERVICES	SWR	63.59
		PROFESSIONAL SERVICES	SAN	63.60
		WARRANT TOTAL		445.15
58649	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	870.00
		WARRANT TOTAL		870.00
58650	PITTMAN, HAROLD	RETIRED MEDICAL	PD	30.00
		WARRANT TOTAL		30.00
58651	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	41.93
		PUBLIC UTILITIES	CS	31.97
		PUBLIC UTILITIES	FD	209.68
		PUBLIC UTILITIES	LIB	19.63
		PUBLIC UTILITIES	PL	172.52
		PUBLIC UTIL - CAMPGROUND	PL	817.06
		PUBLIC UTIL - HHS	PL	153.98
		PUBLIC UTILITIES	SWR	127.36
		PUBLIC UTILITIES	SAN	31.97
		WARRANT TOTAL		1,606.10
58652	PUGET SOUND ENERGY	PUBLIC UTIL - STREETLIGHTS	PL	6,632.06
		WARRANT TOTAL		6,632.06

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
58653	RAM CONSTRUCTION	CONSTRUCTION-TOWNSHIP LINE PWT	184,881.16
		WARRANT TOTAL	184,881.16
58654	RELIABLE (OFFICE SUPPLY)	MACHINERY & EQUIPMENT PD	82.39
		OFFICE SUPPLIES FD	82.39
		WARRANT TOTAL	164.78
58655	RINDAL, BOB	CLOTHING SAN	53.99
		WARRANT TOTAL	53.99
58656	RODDA PAINT CO.	OPERATING SUPPLIES SAN	76.29
		WARRANT TOTAL	76.29
58657	SALYER, DOUGLAS	RETIRED MEDICAL PD	45.00
		WARRANT TOTAL	45.00
58658	SCOTT'S BOOKSTORE	MACHINERY/EQUIP-OFFICE LIB	171.68
		WARRANT TOTAL	171.68
58659	SEDGWICK CMS	INDUSTRIAL INSURANCE LGS	2.20
		INDUSTRIAL INSURANCE JUD	4.24
		INDUSTRIAL INSURANCE EXE	2.75
		INDUSTRIAL INSURANCE FIN	7.70
		INDUSTRIAL INSURANCE LGL	4.62
		INDUSTRIAL INSURANCE PLN	45.38
		INDUSTRIAL INSURANCE ENG	58.86
		INDUSTRIAL INSURANCE PD	451.06
		INDUSTRIAL INSURANCE PD	17.88
		INDUSTRIAL INSURANCE PD	12.10
		INDUSTRIAL INSURANCE FD	112.22
		INDUSTRIAL INSURANCE INSP	19.80
		INDUSTRIAL INSURANCE LIB	24.48
		INDUSTRIAL INSURANCE PL	367.56
		INDUSTRIAL INSURANCE SWR	329.50
		INDUSTRIAL INSURANCE SAN	159.52
		WARRANT TOTAL	1,619.87
58660	SEDRO-WOLLEY AUTO PARTS	REPAIRS/MAINT-EQUIP FD	12.85
		SUPPLIES & BOOKS FD	1.07
		OPERATING SUPPLIES PL	6.88
		OPERATING SUPPLIES PL	15.26
		OPERATING SUPPLIES PL	73.42
		REPAIRS/MAINT-EQUIP SAN	43.19
		WARRANT TOTAL	152.67
58661	SEDRO-WOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES	11,995.00
		WARRANT TOTAL	11,995.00
58662	SEVEN SISTERS, INC.	MAINT OF GENERAL EQUIP SWR	2,791.80
		WARRANT TOTAL	2,791.80
58663	SK CO DEPT OF EMERG MGMT	DEPT OF EMERG MANAGEMENT EMG	4,936.56

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	4,936.56
58664	SK. CO. COM ACTION AGENCY	SKAGIT COUNCIL ON ALCOHOL ALC	403.46
		WARRANT TOTAL	403.46
58665	SKAGIT CO HEALTH DEPT	PROF SERVICE-MEDICAL EXAMS FD	20.00
		WARRANT TOTAL	20.00
58666	SKAGIT CO. SENIOR SERVICE	SKAGIT SENIOR SERVICES SEN	4,587.50
		WARRANT TOTAL	4,587.50
58667	SKAGIT CO. PUBLIC WORKS	CONTRACTED OVERLAY PL	10,080.83
		SKAGIT CO SOLID WASTE SWR	1,308.74
		WARRANT TOTAL	11,389.57
58668	SKAGIT COUNTY SHERIFF	PRISONERS PD	9,895.83
		WARRANT TOTAL	9,895.83
58669	SKAGIT FARMERS SUPPLY	PROPANE PL	12.03
		PROPANE PL	12.68
		PROPANE PL	13.76
		SMALL TOOL & MINOR EQUIP PL	49.67
		WARRANT TOTAL	88.14
58670	SKAGIT RIVER STEEL	CONTAINERS SAN	370.94
		WARRANT TOTAL	370.94
58671	SKAGIT VALLEY HOSPITAL	PRISONERS PD	115.00
		WARRANT TOTAL	115.00
58672	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS	20.80
		LEGAL PUBLICATIONS LGS	23.40
		LEGAL PUBLICATIONS LGS	23.40
		WARRANT TOTAL	67.60
58673	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING PD	431.66
		MISC-LAUNDRY FD	7.02
		WARRANT TOTAL	438.68
58674	STATE AUDITOR'S OFFICE	STATE AUDITING FIN	4,671.55
		WARRANT TOTAL	4,671.55
58675	STILES & STILES	MUNICIPAL COURT JUDGE JUD	2,728.00
		WARRANT TOTAL	2,728.00
58676	TALLY PRINTER CORP.	SUPPLIES FIN	222.48
		WARRANT TOTAL	222.48
58677	TRAFFIC SAFETY SUPPLY CO.	PROFESSIONAL SERVICES ENG	5,286.61
		WARRANT TOTAL	5,286.61
58678	TRAIL ROAD SHELL	REPAIRS/MAINT-EQUIP FD	32.08

CITY OF SEDRO-WOOLLEY

SORTED TRANSACTION WARRANT REGISTER

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS/MAINT-EQUIP	FD	33.43
		REPAIRS/MAINT-EQUIP	FD	37.48
		SUPPLIES & BOOKS	FD	5.08
		SUPPLIES & BOOKS	FD	10.04
		WARRANT TOTAL		118.11
58679	TRUE VALUE	REPAIR & MAINTENANCE	CS	21.02
		OPERATING SUPPLIES	FD	1.62
		OPERATING SUPPLIES	FD	14.03
		OPERATING SUPPLIES	FD	14.02
		SUPPLIES & BOOKS	FD	8.62
		OPERATING SUPPLIES	PL	36.71
		OP. SUPPLIES - TRAFFIC	PL	16.82
		OP. SUPPLIES - TRAFFIC	PL	12.91
		SUPPLIS - COMMUNITY CENTER	PL	25.36
		REPAIRS/MAINT - EQUIP	PL	3.01
		REPAIRS/MAINT - EQUIP	PL	10.25
		REPAIRS/MAINT - EQUIP	PL	21.35
		REPAIRS/MAINT-SENIOR CENTER	PL	5.17
		OPERATING SUPPLIES	SWR	14.02
		OPERATING SUPPLIES	SWR	20.02
		OPERATING SUPPLIES	SWR	3.22
		OPERATING SUPPLIES	SWR	12.48
		OPERATING SUPPLIES	SWR	1.72
		OPPRATING SUPPLIES	SWR	6.92
		WARRANT TOTAL		249.27
58680	USA BLUE BOOK	MAINTENANCE OF LINES	SWR	687.58
		WARRANT TOTAL		687.58
58681	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	56.35
		WARRANT TOTAL		56.35
58682	VALLEY AUTO SUPPLY	REPAIR & MAINT - AUTO	PD	1.83
		MAINTENANCE OF VEHICLES	SWR	37.79
		MAINTENANCE OF VEHICLES	SWR	11.33
		MAINTENANCE OF VEHICLES	SWR	44.28
		REPAIRS/MAINT-EQUIP	SAN	10.47
		REPAIRS/MAINT-EQUIP	SAN	20.28
		OPERATING SUPPLIES	SAN	17.28
		WARRANT TOTAL		54.70
58683	VALLEY HARDWARE	REPAIRS/MAINT-HHS	PL	16.19
		WARRANT TOTAL		16.19
58684	VERIZON NORTHWEST	TELEPHONE	JUD	189.16
		TELEPHONE	FIN	472.86
		TELEPHONE	FIN	54.74
		TELEPHONE	PLN	94.58
		TELEPHONE	ENG	94.58
		TELEPHONE	PD	243.02
		TELEPHONE	PD	920.21

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	INSP	94.58
		TELEPHONE	SWR	42.40
		TELEPHONE	SWR	47.83
		WARRANT TOTAL		2,253.96
58685	VISTEN, LESLIE	RETIRED MEDICAL	PD	121.00
		WARRANT TOTAL		121.00
58686	WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	FD	6.80
		MISC-DUES	INSP	7.90
		ROADWAY - CRACK SEAL	ART	409.25
		TAXES AND ASSESSMENTS	LIB	8.79
		BOOKS, PERIOD, RECORDS	LIB	62.30
		OP. SUPPLIES - TRAFFIC	PL	80.00
		OP. SUPPLIES - GOLF	PL	77.63
		TAXES & ASSESSMENTS	PL	261.49
		TAXES & ASSESSMENTS	PL	205.44
		EQUIPMENT MAINT - GOLF	PL	98.40
		TAXES AND ASSESSMENTS	SWR	3,637.24
		OPERATING SUPPLIES	SAN	47.20
		TAXES & ASSESSMENTS	SAN	4,941.78
		WARRANT TOTAL		9,844.22
58687	WASHINGTON STATE PATROL	PROFESSIONAL SERVICES	PLN	10.00
		WARRANT TOTAL		10.00
58688	WA ST DEPT OF INFORMATION	DUES/SUBSCRIPTIONS	ENG	1,014.80
		WARRANT TOTAL		1,014.80
58689	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	8,327.66
		WARRANT TOTAL		8,327.66
58690	WEYRICH, RICHARD A.	PROSECUTING ATTY	JUD	2,000.00
		WARRANT TOTAL		2,000.00
58691	WOOD'S LOGGING SUPPLY INC	SAFETY EQUIPMENT	PL	27.86
		SAFETY EQUIPMENT	PL	46.40
		REPAIRS/MAINT-STREETS	PL	104.72
		MAINTENANCE OF LINES	SWR	29.96
		WARRANT TOTAL		208.94
58692	SKAGIT-WHATCOM HOUSING	BUILDING REVIEW FEES		791.54
		WARRANT TOTAL		791.54
		RUN TOTAL		367,218.81

CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	61,785.83
104	ARTERIAL STREET FUND	4,411.73
105	LIBRARY FUND	760.20
110	PUBLIC LANDS 110	24,341.27
302	RES FOR CURR EXP CAP OUT FUND	21,549.17
332	PWTF SEWER CONSTRUCTION FUND	197,347.11
401	SEWER FUND	26,226.02
412	SOLID WASTE FUND	18,802.48
621	SUSPENSE FUND	11,995.00
TOTAL		367,218.81

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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DEPARTMENT	AMOUNT
001 000 000	791.54
001 000 011	136.76
001 000 012	8,496.92
001 000 013	2.75
001 000 014	7,345.36
001 000 015	515.47
001 000 016	202.32
001 000 018	219.80
001 000 019	158.70
001 000 020	7,241.30
001 000 021	24,039.51
001 000 022	2,576.87
001 000 024	131.01
001 000 025	4,936.56
001 000 055	4,587.50
001 000 062	403.46
FUND CURRENT EXPENSE FUND	61,785.83
104 000 042	4,411.73
FUND ARTERIAL STREET FUND	4,411.73
105 000 072	760.20
FUND LIBRARY FUND	760.20
110 000 042	24,341.27
FUND PUBLIC LANDS 110	24,341.27
302 000 000	21,549.17
FUND RES FOR CURR EXP CAP OUT FUND	21,549.17
332 000 082	197,347.11
FUND PWTF SEWER CONSTRUCTION FUND	197,347.11
401 000 035	26,226.02
FUND SEWER FUND	26,226.02
412 000 037	18,802.48
FUND SOLID WASTE FUND	18,802.48
621 000 000	11,995.00
FUND SUSPENSE FUND	11,995.00
TOTAL	367,218.81

SEDRO-WOOLLEY LIONS CLUB
P.O. Box 631
Sedro-Woolley, WA
98284



**CITY COUNCIL AGENDA
REGULAR MEETING**

OCT 25 2006

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

To: Sedro-Woolley City Council
From: Sedro-Woolley Lions Club
Subject: 70th Anniversary Celebration

On March 24th 2007 The Sedro-Woolley Lions club will celebrate our 70th Anniversary. We have reserved the community center for our celebration. We will begin the day with A free pancake feed for members of the community to show our appreciation for their Support of our Lions Club activities for the past 70 years. Donations received from the pancake feed will go to support the central school playground efforts and Lions International Sight First II campaign to reduce preventable blindness in the world. In the evening we will have a catered dinner for our members and members of other Lions clubs in our region. We would appreciate the council considering waiving the fees for use of the community center facilities for this activity.

Respectfully,

Lion Lynn Torset

President Sedro-Woolley Lions Club



The National Organization of Agriculture Students

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 25 2006

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



SEDRO-WOOLLEY FFA CHAPTER
1235 3rd Street
Sedro-Woolley, WA 98284
(360) 855-3510

Wayne Ramsey
1235 Third Street
Sedro-Woolley, Wa 98284
October 11, 2006

To: Mayor of Sedro-Woolley & City Council

I am Wayne Ramsey, an FFA advisor for Sedro-Woolley High. We would like to use your building for an FFA Tri-tip dinner. We plan on using this dinner as a fundraiser, for our FFA.

The date is November 3, 2006, and the time will be from 3:00pm-10:00pm. This date and time are both available for our use. We would like to request a waiver for the user fee for us to use it that night. We do many activities for the student body at Sedro-Woolley High, and the funds will go towards helping our FFA fund some of these activities.

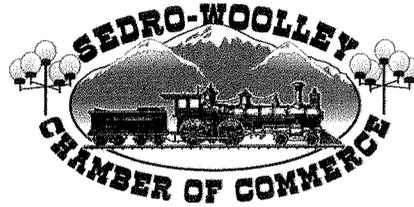
Thank you for your consideration,

Wayne Ramsey, Sedro-Woolley High FFA advisor
Phone- (360) 855-3510
Fax- (360) 855-3517

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 25 2006

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



October 9th, 2006

Chief of Police Doug Wood
220 Munroe St
Sedro-Woolley, Wa 98284

Dear Doug:

I am writing on behalf of the Sedro-Woolley Chamber of Commerce to once again request the street closure for our annual Halloween Costume Parade on Tuesday, October 31st. Starting time would be about 4:30 pm. We will need Metcalf closed from the corner of State St & Metcalf (the kid's gather at the Wells Fargo Bank parking lot) to the corner of Ferry St & Metcalf St. The parade only lasts about 10 minutes. Thank you for your help.

Sincerely,

Lori Hamilton
Office Manager
Sedro-Woolley Chamber of Commerce

CITY OF SEDRO-WOOLLEY

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

Memorandum

**CITY COUNCIL AGENDA
REGULAR MEETING**

OCT 25 2006

To: Mayor Sharon D. Dillon and City Council
From: Richard J. Blair, PE
Director of Public Works/City Engineer
Shane Walley, Supervisor
Public Lands Division
Date: October 16, 2006
Re: 2006 Sidewalk and Wheelchair Ramps Program

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

Background Information:

The City of Sedro-Woolley annually budgets for sidewalk and wheelchair ramp maintenance. Due to the City's limited resources, the City council and City personnel must decide which projects take priority over others each year. In September the City went out to bid on all proposed projects. We had two bidders this year. The lowest bidder was Schwetz Construction Incorporated. Based on the approved budget the sidewalks were chosen based on their priority.

See attached "Schedule A".

Recommended Action:

Authorize Mayor Sharon Dillon to sign a contract with Schwetz Construction Incorporated in the amount not to exceed \$46,000.00 including taxes to perform work on designated projects listed on "Schedule A".

PUBLIC WORKS AGREEMENT

2006 Sidewalk and Wheelchair Ramps Program

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and ___Schwetz Construction Inc.___, (hereinafter the "Contractor") hereby agree as follows:

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

Sidewalk and Wheelchair Ramp maintenance per "Schedule A"

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

A. Definitions and Terms:

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT

- A. The maximum payable hereunder is \$ 46,000.00 (including tax)
- B. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.
- C. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.
- D. Retainage will be administered in accordance with RCW 60.28.010(1).

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

- A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before December 31, 2006.
- B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.
- C. Scope of project: Repair and Maintenance to sidewalks and wheelchair ramps listed on "Schedule A"

PUBLIC WORKS AGREEMENT

2006 Sidewalk and Wheelchair Ramps Program

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

, Contractor

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

SHARON DILLON, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

**TASK ORDER
SMALL WORKS**

Date:

10/25/2006

Department / Division: Public Lands – Streets Division

Contractor Name and Address: Schwetz Construction Inc., PO Box 615, Sedro-Woolley, WA
98284

Scope of Work: Repair and Maintenance to sidewalks and wheelchair ramps listed on
“Schedule A”

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

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

Contractor will perform work in accordance with 2006 State of Washington, Department of
Transportation, Standard Specifications.

Payment Terms: _____

Insurance attached.

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

Print Name:

Sign Name:

Project Manager

Contractor

Department Head

CONTRACT PERFORMANCE BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

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

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

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

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

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

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

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

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

CONTRACT PERFORMANCE BOND to the
CITY OF SEDRO-WOOLLEY

Approved: _____
Mayor

Attest: _____
Finance Director

Approved as to form: _____
City Attorney

Principal
Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

**BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-
WOOLLEY:**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____ . Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20_____.

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY

City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20_____.

Bank or Trust Company

By: _____

**CITY OF SEDRO-WOLLEY
SIDEWALK AND WHEELCHAIR RAMPS PROGRAM
2006**

2006 SIDEWALK PROGRAM - SCHWETZ - SCHEDULE A

BRIEF DESCRIPTION OF ITEM	TOTAL ESTIMATED QUANTITIES	UNITS	ITEM NO.	UNIT PRICE	PER SF	EXTENDED AMOUNT	CERTIFIED BY:	DATE:
Sidewalk Removal and Disposal	10,840	SF	A	\$2.75	SF	\$29,810.00	 DATE: 10/16/06	
Replacement of Sidewalk	10,840	SF	B	\$3.20	SF	\$34,688.00		
New Sidewalk	0	SF	C	\$3.20	SF	\$0.00		
Driveway Removal and Disposal	1,900	SF	D	\$2.85	SF	\$5,415.00		
Replacement of Driveway	1,900	SF	E	\$3.80	SF	\$7,220.00		
Curb and Gutter Removal and Disposal	450	LF	F	\$20.00	LF	\$9,000.00		
Replacement of Curb and Gutter	450	LF	G	\$33.50	LF	\$15,075.00		
Substandard ADA Ramp Removal & Disposal	0	EA	H	\$1,000.00	EA	\$0.00		
Replacement of ADA Ramp	0	EA	I	\$1,350.00	EA	\$0.00		
New ADA Ramp	18	EA	J	\$1,350.00	EA	\$24,300.00		
TOTAL							TOTAL BID \$125,508.00	

SIDEWALKS

ACTUAL 2006 BID ITEM QUANTITIES

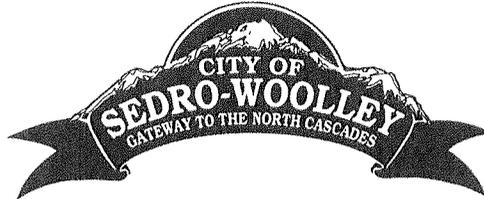
Location	Rem/Rep/New	Item	Size	Sq. Ft.	A	B	C	D	E	F	G	J	I	J
326 Puget St.	Rep.	S/W	5'x7'	360	360	360		80	80					
	Rep.	D/W	5'x16'	80				80	80					
SUBTOTAL								160	160					
402 Talcott St.	Rep.	S/W	5'x270'	1,350	1,350	1350								
401 Talcott St.	Rep.	S/W	5'x235'	1,175	1,175	1175								
	Rep.	D/W	5'x14'	70				70	70					
SUBTOTAL								140	140					
Murdock & Woodworth Streets - NW Corner	Rep.	S/W	11'6" x 44'	506	506	506				35	35			
SUBTOTAL										35	35			
ADA RAMPS														
Location	Rem/Rep/New	Qty.												
Talcoff and 5th Streets SE corner	New	2	+ 1 at Museum											
Murdock and Woodworth Streets NW Corner	New	2												
Talcoff and 4th Streets NE corner	New	2												
Talcoff and 4th Streets SE corner	New	2												
3rd Street West side - 4 @ Warner Street and 4 @ Talcoff Street	New	8												
TOTAL			3,391	3,391	0	150	150	35	35	0	0	17	\$45,996.45	

**CITY OF SEDRO-WOOLLEY
ANNUAL SIDEWALK AND ADA RAMP PROGRAM**

2006

BID DOCUMENTS

CONTRACTING AGENCY



CITY OF SEDRO-WOOLLEY PUBLIC WORKS DEPARTMENT
PUBLIC LANDS DIVISION
720 MURDOCK STREET
SEDRO-WOOLLEY WA 98284

September 20, 2006

CITY OF SEDRO-WOOLLEY
ANNUAL SIDEWALK AND ADA RAMP PROGRAM
2006

Bidder Instructions

- 1) Make sure contractor name and contact is on documents.
- 2) Make sure totals are included. **Tax shall be included in unit price, not as a separate item.**
- 3) Include grand total of bid (Low bidder selection will be based on grand total).
- 4) Bids must be received by 10:00 am Friday, September 29, 2006 at Sedro-Woolley City Hall, 720 Murdock Street, Sedro-Woolley WA. Low bidder will be notified by mail within 5 working days.
- 5) City reserves the right to limit quantity of work based on dollars available in Current Year budget.

Shane Walley, Supervisor
Sedro-Woolley Public Lands Division

CITY OF SEDRO-WOOLLEY
ANNUAL SIDEWALK AND ADA RAMP PROGRAM
2006

CONTRACTOR NAME _____

1. THE CITY OF SEDRO-WOOLLEY IS ACCEPTING PRICE QUOTES FOR THE SIDEWALK AND ADA RAMP REPLACEMENT PROGRAM FOR 2006. QUOTES WILL BE ACCEPTED UNTIL 10:00 AM FRIDAY, SEPTEMBER 29, 2006. WE ASK THAT THE QUOTE INCLUDE PRICES LISTED BELOW AND COMPLETION OF THE PROPOSAL ON THE NEXT PAGE WITH TOTAL BID AMOUNT. WORK WILL BE AWARDED TO BIDDER WITH LOWEST TOTAL BID. ALL TAXES WILL BE INCLUDED IN BID TOTALS. COMPLETION OF CONTRACT WILL BE NO LATER THAN DECEMBER 31, 2006.

- A. REMOVAL AND DISPOSAL OF EXISTING SIDEWALK. _____ 10,840 SF
- B. REPLACEMENT OF EXISTING SIDEWALK (WSDOT STANDARD PLAN F-3, MODIFIED TO ALLOW EXPANSION JOINTS AT MAXIMUM SPACING OF 15 - 50 FEET). _____ 10,840 SF
- C. INSTALLATION OF NEW SIDEWALK (WSDOT STANDARD PLAN F-3, MODIFIED TO ALLOW EXPANSION JOINTS AT MAXIMUM SPACING OF 15-50 FEET). _____ 0 SF
- D. REMOVAL AND DISPOSAL OF EXISTING DRIVEWAY. _____ 1,900 SF
- E. REPLACEMENT OF EXISTING DRIVEWAY (WSDOT STANDARD PLAN F-4). _____ 1,900 SF
- F. REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER. _____ 450 LF
- G. REPLACEMENT OF EXISTING CURB AND GUTTER (WSDOT STANDARD PLAN F-1). _____ 450 LF
- H. REMOVAL AND DISPOSAL OF EXISTING NON-STANDARD RAMP. _____ 0 EA.
- I. REPLACEMENT OF EXISTING ADA RAMP PER WSDOT STANDARD PLANS AND SPECIFICATIONS BELOW. _____ 0 EA
- J. INSTALLATION OF NEW ADA RAMP PER WSDOT STANDARD PLANS AND SPECIFICATIONS BELOW. _____ 18 EA

2. CONTRACTOR SHALL BE RESPONSIBLE TO PAY PREVAILING WAGE.

CITY OF SEDRO-WOOLLEY
ANNUAL SIDEWALK AND ADA RAMP PROGRAM
2006

3. CITY REQUIRES THAT ALL EXISTING SIDEWALK, ADA RAMPS, AND CURB AND GUTTER REPLACEMENT BE COMPLETED WITHIN 5 DAYS AFTER REMOVAL OF OLD SIDEWALK, ADA RAMPS, AND CURB AND GUTTER. ALL NEW SIDEWALK, ADA RAMPS, AND CURB AND GUTTER INSTALLATION SHALL BE COMPLETED WITHIN 5 DAYS OF EXCAVATION. FAILURE TO COMPLY WILL TERMINATE CONTRACT.
4. CONTRACTOR SHALL PROVIDE AN APPROVED CONCRETE DUMP SITE.
5. EXCAVATIONS SHALL NOT EXCEED 12 INCHES LARGER THAN NEW CONCRETE AREA ON ALL SIDES. ALL SOD REMOVAL SHALL BE CUT ON A STRAIGHT LINE.
6. ALL ADA RAMPS SHALL BE ORIENTED PERPENDICULAR TO TRAFFIC TO GREATEST EXTENT POSSIBLE.
7. ALL ADA RAMPS SHALL BE ORIENTED WITH TACTILE WARNING DEVICES (TRUNCATED DOMES) IN-LINE WITH CROSSWALKS.
8. ALL ADA RAMPS SHALL CONFORM TO WSDOT STANDARD PLANS:F-3a, F-3b, F-3c, F-3d, and F-3e. SEE ATTACHED, OR LATEST REVISIONS.
9. ALL SIDEWALK, ADA RAMPS, AND CURB AND GUTTER SHALL BE PLACED ON COMPACTED SUBGRADE WITH 3" CSTC GRAVEL AND COMPACTED TO 92% MAXIMUM DENSITY.
10. ALL STRIPPING OF FORMS SHALL INCLUDE CLEAN UP OF AREA SO IT IS READY FOR TOPSOIL OR CRUSHED GRAVEL. THIS INCLUDES CONCRETE CHUNKS, STAKES, ETC.
11. CITY CREWS WILL BACKFILL TOPSOIL AND CRUSHED GRAVEL AS NECESSARY. CITY WILL BE RESPONSIBLE FOR ALL CONCRETE SAW CUTTING.
12. AREAS TO BE REPLACED WILL BE MARKED OUT WITH WHITE PAINT. A LIST OF LOCATIONS WILL BE PROVIDED.
13. LOW BIDDER SHALL SIGN ENCLOSED CONTRACT PRIOR TO START OF CONSTRUCTION.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL.
15. CONTRACTOR SHALL FURNISH 5/8" MINUS CSTC CRUSHED GRAVEL FOR BASE IF NEEDED.
16. **PAYMENT SCHEDULE:** BILLS SUBMITTED BY LAST DAY OF MONTH WILL BE PAID ON SECOND WEDNESDAY OF FOLLOWING MONTH (CITY COUNCIL MEETING). PAYMENT WILL BE MADE FOR FINISHED SIDEWALK OR CURB AND GUTTER ONLY. NO PAYMENT WILL BE MADE FOR AREAS EXCAVATED ONLY.

**CITY OF SEDRO-WOOLLEY
SIDEWALK AND WHEELCHAIR RAMPS PROGRAM
2006**

SIDEWALKS										BID ITEM QUANTITIES									
Location	Rem/Rep/New	Item	Size	Sq. Ft.	A	B	C	D	E	F	G	H	I	J					
709 Greenstreet Blvd.	Rep.	S/W	3'5"x26'	91	91	91													
	Rep.	D/W	3'5"x14'	56				56	56										
816 Central Ave.	Rep.	S/W	5'x7'4"	370	370	370													
	Rep.	D/W	5'x16'	80				80	80										
405 Township St.	Rep.	S/W	5'x24"	120	120	120													
	Rep.	D/W	5'16'	80				80	80										
326 Puget St.	Rep.	S/W	5'x72"	360	360	360													
	Rep.	D/W	5'x16'	80				80	80										
519-535 Jameson St.	Rep.	S/W	5'x42"	210	210	210													
	Rep.	D/W	5'x48'	240				240	240										
501-511 Jameson St.	Rep.	S/W	5'x192"	960	960	960													
	Rep.	D/W	5'x48'	240				240	240										
402 Talcott St.	Rep.	S/W	5'x270"	1,350	1,350	1,350													
401 Talcott St.	Rep.	S/W	5'x235'	1,175	1,175	1,175													
		D/W	5'x14'	70				70	70										
Murdock & Woodworth Streets - NW Corner	Rep.	S/W	11'6"x44'	506	506	506				35	35								
3rd St. East side - Alley S. of State St. to Alley S. of Talcott St.	Rep.	S/W	8'x190'	1,520	1,520	1,520													
	Rep.	D/W	11'6"x363'	4,175	4,175	4,175				412	412								
	Rep.	D/W	8'x50'	400				400	400										
			11'6"x57'	656				656	656										
ADA RAMPS										BID ITEM QUANTITIES									
Location	Rem/Rep/New	Qty.																	
South Side State and Murdock Int'x	New	2																	
Talcott and 5th Streets SE corner	New	2																	
Murdock and Woodworth Streets NW Corner	New	2																	
Talcott and 4th Streets NE corner	New	2																	
Talcott and 4th Streets SE corner	New	2																	
3rd Street West side - 4 @ Warner Street and 4 @ Talcott Street	New	8																	
TOTAL			10,837	10,837	0	1,902	1,902	447	447	0	0	0	0	19					

PROJECT: 2006 SIDEWALK REPLACEMENT PROGRAM

PROJECT NO: _____

CONTRACTOR: _____

ITEM NO.	TOTAL ESTIMATED QUANTITIES	UNITS	BRIEF DESCRIPTION OF ITEM	UNIT PRICE	PER	EXTENDED AMOUNT
A	10,840	SF	Sidewalk Removal and Disposal		SF	
B	10,840	SF	Replacement of Sidewalk		SF	
C	0	SF	New Sidewalk		SF	
D	1,900	SF	Driveway Removal and Disposal		SF	
E	1,900	SF	Replacement of Driveway		SF	
F	450	LF	Curb and Gutter Removal and Disposal		LF	
G	450	LF	Replacement of Curb and Gutter		LF	
H	0	EA	Substandard ADA Ramp Removal & Disposal		EA	
I	0	EA	Replacement of ADA Ramp		EA	
J	18	EA	New ADA Ramp		EA	

SUBTOTAL _____

TOTAL BID _____

CITY OF SEDRO-WOOLLEY
 SIDEWALK AND WHEELCHAIR RAMPS PROGRAM
 2006

BID TAB - EXPOS

BRIEF DESCRIPTION OF ITEM	TOTAL ESTIMATED QUANTITIES	UNITS	ITEM NO.	UNIT PRICE	PER	EXTENDED AMOUNT	CERTIFIED BY:	DATE:
Sidewalk Removal and Disposal	10,840	SF	A	\$2.76	SF	\$29,918.40		
Replacement of Sidewalk	10,840	SF	B	\$5.35	SF	\$57,994.00		
New Sidewalk	0	SF	C		SF	\$0.00		
Driveway Removal and Disposal	1,900	SF	D	\$10.53	SF	\$20,007.00		
Replacement of Driveway	1,900	SF	E	\$8.95	SF	\$17,005.00		
Curb and Gutter Removal and Disposal	450	LF	F	\$20.00	LF	\$9,000.00		
Replacement of Curb and Gutter	450	LF	G	\$40.00	LF	\$18,000.00		
Standard ADA Ramp Removal & Disposal	0	EA	H		EA	\$0.00		
Replacement of ADA Ramp	0	EA	I		EA	\$0.00		
New ADA Ramp	18	EA	J	\$3,000.00	EA	\$54,000.00		
							TOTAL BID	\$205,924.40

SIDEWALKS

ACTUAL BID ITEM QUANTITIES

Location	Rem/Rep/New	Item	Size	Sq. Ft.	A	B	C	D	E	F	G	H	I	J
709 Greenstreet Blvd.	Rep.	S/W	3'5"x26'	91	91	91								
	Rep.	D/W	3'5"x14	56				56	56					
														\$1,828.89
816 Central Ave.	Rep.	S/W	5'x7'4"	370	370	370								
	Rep.	D/W	5'x16'	80				80	80					
														\$4,559.10
405 Township St.	Rep.	S/W	5'x24"	120	120	120								
	Rep.	D/W	5'16'	80				80	80					
														\$2,531.60
326 Puget St.	Rep.	S/W	5'x7'2"	360	360	360								
	Rep.	D/W	5'x16'	80				80	80					
														\$4,478.00
519-535 Jameson St.	Rep.	S/W	5'x4'2"	210	210	210								
	Rep.	D/W	5'x4'8"	240				240	240					
														\$6,378.30
501-511 Jameson St.	Rep.	S/W	5'x19'2"	960	960	960								
	Rep.	D/W	5'x4'8"	240				240	240					
														\$12,460.80
402 Talcott St.	Rep.	S/W	5'x27'0"	1,350	1,350	1,350								
	Rep.	D/W	5'x23'5"	1,175	1,175	1,175		70	70					
														\$10,948.50
401 Talcott St.	Rep.	S/W	5'x23'5"	1,175	1,175	1,175								
	Rep.	D/W	5'x14'	70				70	70					
														\$10,892.85
Murdock & Woodworth Streets - NW Corner	Rep.	S/W	11'6"x44'	506	506	506				35	35			
	Rep.	D/W	8'x19'0"	1,520	1,520	1,520				412	412			
														\$6,203.66
3rd St. East side - Alley S. of State St. to Alley S. of Talcott St.	Rep.	S/W	11'6"x36'3"	4,175	4,175	4,175								
	Rep.	D/W	8'x5'0"	400				400	400					
														\$91,477.33

ADA RAMPS

Location	Rem/Rep/New	Qty.	TOTAL
South Side State and Murdock Int'x	New	2	
			\$6,000.00
Talcott and 5th Streets SE corner	New	2	
			\$6,000.00
Murdock and Woodworth Streets NW Corner	New	2	
		+ 1 at Museum	\$9,000.00
Talcott and 4th Streets NE corner	New	2	
			\$6,000.00
Talcott and 4th Streets SE corner	New	2	
			\$6,000.00
3rd Street West side - 4 @ Warner Street and 4 @ Talcott Street	New	8	
			\$24,000.00
			\$208,759.03

CITY OF SEDRO-WOOLLEY

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

Memorandum

**CITY COUNCIL AGENDA
REGULAR MEETING**

OCT 25 2006

To: Mayor and City Council

From: STAFF

Date: 10/25/2006

Re: \$75,000 Commitment to Skagit County for Skagit River Flood Feasibility Study

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



Background

See attached update.

Additionally, we have budgeted \$25,000 for this purpose in 2006, and I believe we have been making good progress. When the bumps in establishing the Skagit River Impact Partnership (SRIP) are ironed out, we will have a good foundation for ensuring impacts from other entities will not adversely impact Sedro-Woolley without proper mitigation.

This commitment was to be given in three (3) lump sum payments of \$25,000, so long as Sedro-Woolley's interests are being addressed.

Recommended Action

Authorize the payment of \$25,000 to Skagit County towards the \$75,000 Sedro-Woolley contribution commitment for the Skagit River Flood Feasibility Study,

RJB:rjb



SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625
(360) 336-9400 FAX (360) 336-9478

City of Sedro-Woolley and Skagit County

Interlocal Cooperative Agreement

Proposed "Scope of Work" items and Updated Comments

Updated September 5, 2006 for consideration by City Council members

RESPONSIBILITIES:

The County will:

1) Continue to work with Federal Emergency Management Agency (FEMA) to complete new 100- and 500-year Base Flood Elevations (BFEs) for Skagit County using current available topographic data.

June 2005 UPDATE: During an earlier meeting with the Corps of Engineers, it was discovered that the Corps' contract with FEMA to produce the "new" base flood elevation (BFE) FIRM maps, only utilizes the Hydraulic and Hydrologic analysis that the Corps completed as part of the SRFS for the areas downstream of the SR-9 Bridge. For the areas upstream, including the City of Sedro-Woolley, the Corps is using the 1979 5' contour topography with widely spaced cross-section information which was the only available information at the time the contract was prepared. The Corps suggested that the County and Sedro-Woolley contact FEMA and request that they extend the Corps contract to utilize the 2' contour digital topographic information the City and the County now have available and extend the new H and H analysis upstream to include the City of Sedro-Woolley and the UGA.

September 2006 Update: In August of 2005, FEMA amended the Corps contract to extend the study area up to Concrete. However, preliminary maps recently provided to FEMA by the Corps for review only cover the lower Skagit basin below the HYW 9 bridge near Sedro Woolley. FEMA is working with the Cities and other stakeholders to set up meetings to discuss the preliminary mapping product.

2) Work with the Corps to complete the benefit to cost analysis to provide flood protection of the Sedro-Woolley Waste Water Treatment Plant as a flood damage reduction measure. The County will also work with the City of Sedro-Woolley to identify potential funding sources.

September 2006 Update: An interim measures report has been completed by the County's consultant. The County is currently working with the Corps to complete the 10% design and cost estimates so that the Corps can complete the benefit to cost analysis as identified in the current project management plan. A measure to provide flood protection for the Sedro Woolley Waste Water Treatment Plant has been included in this process.

3) Make a presentation to the Sedro-Woolley City Council to demonstrate any potential hydraulic effects downstream measures may have on the areas upstream of the Hwy 9 Bridge near Sedro-Woolley once this information is available.

June 2005 UPDATE: The Corps original hydraulic model was developed for the study area downstream of the SR 9 bridge. When the study area was extended to include the Baker and Skagit river dams, the 1979 5' contour topography with widely spaced cross-section information, was the only available information upstream of SR-9. The Corps has also not addressed other factors such as the presence / absence of debris on the abandoned railroad bridge which has caused the Corps model to miss the October, '03 high water mark by approximately -4' compared to the modeling completed by PI Engineering.

September 2006 Update: Work is currently underway to resolve these issues so that the effects of downstream measures can be better understood. See response to #1 above.

4) Facilitate a discussion with Dike District #12 and the City of Sedro-Woolley to consider an interlocal agreement for future flood control.

June 2005 UPDATE: It is the County's understanding that Dike District #12 contacted United General Hospital about providing them flood protection and is a first step in this direction.

5) Manage the project as the local sponsor, continue the development of the Skagit River Comprehensive Floodplain Hazard Management Plan, provide the City with copies of technical reports and other deliverables generated by the SRFS Project, and give an annual presentation to the City Council on the progress made on the project.

6) Include a "dry bypass" or emergency overflow as a measure to be considered in the alternative forming process in the SRFS. This will include hydraulic analysis, cost estimate and 10% design and easement locations and cost.

September 2006 Update: Preliminary work on this measure is being evaluated and is one of the measures included in the Corps economic analyses. More information on this measure will be developed once additional funding is available.

The City of Sedro-Woolley will:

1) Work directly with FEMA and utilize FEMA/Corps information to determine the location and boundaries of future special flood hazard areas, and work cooperatively with FEMA and Skagit County to include such areas in the new NFIP maps. The City will retain the ultimate responsibility for determining the floodway/floodplain boundaries within their jurisdiction.

June 2005 UPDATE: During Skagit County's conversations with the Corps, it was recommended that Sedro-Woolley and Skagit County both submit letters to FEMA requesting that the Corps be contracted to include the Sedro-Woolley area in the FEMA mapping analysis. Skagit County and the City of Sedro-Woolley will provide aerial mapping to be included into Corps mapping analysis. See comments #1 and 3 in Skagit County responsibilities.

September 2006 Update: FEMA is working directly with the individual Cities to review the preliminary revised Flood Insurance Study maps.

2) Participate in meetings to share ideas, develop measures and evaluate combined measures as alternatives to be screened for environmental impacts and economic cost benefits. The

City will participate in the selection of the preferred alternative to provide flood damage reduction benefits for the residents of Skagit County as well as Sedro-Woolley.

3) Provide information in support of #2 above, and as requested by the County.

4) Participate in discussions with Dike District #12 and Skagit County for the consideration of signing an interlocal agreement with Dike District #12 for future flood control work.

OCT 25 2006

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

CITY OF SEDRO-WOOLLEY

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

Memorandum

To: Mayor Sharon D. Dillon and City Council
From: Shane Walley, Public Lands Division
Date: October 16, 2006
Re: Sedro-Woolley Senior Center - Carpet Replacement

Background Information:

The Sedro-Woolley Senior Center is a City owned building. Skagit County Senior Services use this building to provide much needed services to our community. During the budget process last year it was brought to my attention by the Center Coordinator, Ellen Palmer that the carpets were in need of replacement. Three vendors came out and only two submitted a bid.

Abbey Carpet: \$4473.60
Mount Vernon Carpet Center LLC: \$5153.39

Mount Vernon Carpet Center LLC was chosen as the preferred bid over Abbey Carpet for the reason of customer service and a better grade of carpet for the money. All work will be performed during weekend hours to avoid heavy use experienced by the center on weekdays.

The City has budgeted for this expenditure and would like move forward with the following recommended action.

Recommended Action:

Authorize Mayor Sharon Dillon to sign a contract with Mount Vernon Carpet Center in the amount of \$5153.39 including taxes to pull up and replace the existing carpet at the Sedro-Woolley Senior Center.

Skagit County Senior Services

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

October 9th, 2006

Mayor Dillon and
City Council Members;

The Sedro-Woolley Senior Center requests at this time approval to use the funds allotted for the center budget on new carpet for the building. This would replace the carpet in all existing carpeted places. The senior center replaced the carpet in 1997 using funds provided by the Senior Center Advisory Board. This carpet is now very worn and stained.

There were three carpet vendors contacted. They all sent someone out to measure and discuss the replacement. Only two vendors submitted a proposal. We would like to at this time request that the Mount Vernon Carpet Center be awarded the contract. They offered the best quality of carpet and their bid came in under the \$6,000 budget line amount at \$5,153.39. The bid includes taxes, supplying and installing a 28 oz dyed nylon carpet, new vinyl cove base, and labor to pull up old carpet. Disposal of old carpet will be the responsibility of the City of Sedro-Woolley as discussed with Shane Walley.

This senior center would appreciate the Mayor and council members' consideration for this project.

Thank you,
Sincerely,


Ellen Palmer
Center Coordinator

Skagit County Senior Services

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

October 16th, 2006

Mayor Dillon and
City Council Members;

I am writing this letter requesting your support for accepting the bid submitted by the Mount Vernon Carpet Center.

Even though the fact that the Mount Vernon Carpet Center's bid was higher than Abbey Carpets it was strongly felt that MVCC had the superior customer service. Their bidding process was timely and they adjusted their bid to accommodate our budget. I had to call Abbey Carpet to ask for the initial proposal. MVCC also included a better grade of carpet with the bid compared to the carpet that is quoted with the Abbey Carpet bid. The senior center carpet quality needs to be of the highest quality accessible to guarantee durability so that no one has to assume the expense again for many years.

The senior center appreciates all the city does to support and fund the center!

Thank you, on behalf of the senior center,
Sincerely,



Ellen Palmer
Center Coordinator

PROPOSAL CONTRACT



PO Box 1158
Mount Vernon, WA 98273
 Phone (360) 336-6533
 Toll Free (800) 735-7163
 Fax (360) 336-5660

Date: 10/02/08
Project: Sedro Woolley
 Senior Center
 715 Pacific St SW WA 98284
 Ellen- 855-1531 Fax: 855-1058

Sold to: City of Sedro Woolley
 720 Murdock
 Sedro Woolley WA 98284
 Nathan: 861-6492

INVOICE NO.	SALES PERSON	PAYMENT TERMS	
	Joe/John		
QUANTITY	DESCRIPTION		AMOUNT
	Supply and Install the following:		
	Victoria Bark Birch 28oz Solution Dyed Nylon Glued Down		\$3,168.00
	New 700 Series Vinyl Cove Base, Installed (color TBD)		\$730.00
	Labor to pull up glued down carpet (dispose in customers "on-site" dumpster)		\$873.66
		Subtotal	\$4,771.66
		Tax	\$381.73
		Total	\$5,153.39

Mount Vernon Carpet Center

Customer Signature

Date

Date

NOTE:

1. This contract is based on blue print estimates and is subject to actual measurements, final product selection, layout and current market price which could increase or decrease the price of the work to the customer.
2. No refunds or exchanges on special orders.

PUBLIC WORKS AGREEMENT
Sedro-Woolley Senior Center
Carpet Replacement

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and Mount Vernon Carpet Center LLC, (hereinafter the "Contractor") hereby agree as follows:

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

Senior Center Carpet Replacement

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

A. Definitions and Terms:

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT

- A. The maximum payable hereunder is \$ 5153.39 (including tax)
- B. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.
- C. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.
- D. Retainage will be administered in accordance with RCW 60.28.010(1).

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

- A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before December 31, 2006.
- B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.
- C. Scope of project: Supply and install new carpet per bid at the Sedro-Woolley Senior Center

PUBLIC WORKS AGREEMENT
Senior Center Carpet Replacement

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

, Contractor

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

SHARON DILLON, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

**TASK ORDER
SMALL WORKS**

Date:

10/25/2006

Department / Division: Public Lands – Parks Division

Contractor Name and Address: Mount Vernon Carpet Center LLC, PO Box 1166, Mount
Vernon, WA 98273

Scope of Work: Supply and install new carpet per bid at the Sedro-Woolley Senior Center

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

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

Contractor will perform work in accordance with 2006 State of Washington, Department of
Transportation, Standard Specifications.

Payment Terms: _____

Insurance attached.

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

Print Name:

Sign Name:

Project Manager

Contractor

Department Head

OCT 25 2006

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

CITY OF SEDRO-WOOLLEY

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

Memorandum

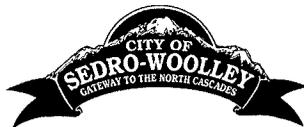
To: Mayor Sharon D. Dillon and City Council
From: Rick Blair, Director of Public Works/City Engineer
Date: October 19, 2006
Re: Professional Services Agreement
Transpo Group Inc.

Background Information:

The Transpo Group Inc. will assist the City of Sedro-Woolley with traffic engineering and planning services in support of reviewing development applications or transportation improvement projects. Services will be provided on a task basis, as requested by the City Public Works Director or their designee. The Transpo Group will not commence work until the City has provided written authorization via email, fax, or letter.

Recommended Action:

Authorize Mayor Sharon Dillon to sign a "Professional Services Agreement" with Transpo Group Inc. not to exceed \$2000 per project, plus any additional sum for costs as outlined in the agreement.



**PROFESSIONAL SERVICES AGREEMENT No. _____ - _____
On-Call Transportation Services**

This Agreement made and entered into this 25th day of November, 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

Transpo Group, Inc.
whose address is 11730 118th Avenue NE, Suite 600, Kirkland, WA 98034-7120, 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 of On-call Transportation Services that are requested by the City.

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

These services shall include:

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

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 A____, the "Scope 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

up to \$ 2000 for 16 hours of review time per project, or more for larger or complex projects as agreed upon by the City, 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 B____, the "Billing Rate Schedule."

\$ _____ 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, 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.

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 the City.

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.

D. This agreement shall terminate on the date indicated in (3) above or December 31, 2009, whichever is later.

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 Concrete 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.

[x] 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 or \$1,000,000, whichever is higher.

[x] 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 or \$2,000,000, whichever is higher.

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 and 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 Concrete 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: _____

Exhibit A

Scope of Services

On-Call Transportation Services

For Traffic Impact Analysis (TIA) Review

The Transpo Group will assist the City of Sedro-Woolley with traffic engineering and planning services in support of reviewing development applications or transportation improvement projects. Services will be provided on a task basis, as requested by the City Public Works Director or their designee. The Transpo Group will not commence work until the City has provided written authorization via email, fax, or letter.

Typical services may include:

- Assisting the City in refining their Traffic Impact Analysis Guidelines.
- Supporting the City in defining scopes of services for Traffic Impact Analyses (TIA) for development applications.
- Review development TIAs for consistency with City regulations and policies. This review may include:
 - Existing and future background conditions without development
 - Trip generation
 - Trip distribution/assignment
 - Traffic operations analyses
 - Mitigation
 - Calculation of traffic impact fee
 - Concurrency review
- Support City with other traffic engineering and planning needs, including traffic volume forecasting, operations analyses, and conceptual designs.

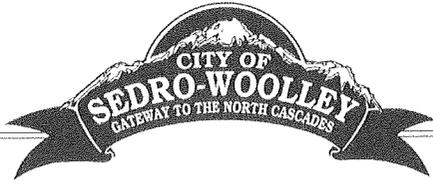
Exhibit B

Transpo Billing Rate Schedule

Updated 6/19/06

Rates are effective June 24, 2006 through June 22, 2007

Category	Billing Rate Range	
	Min	Max
Engineer/Planner - Principal	\$185	\$250
Engineer/Planner/Analyst/Proj Adm - Senior Level III	\$155	\$185
Engineer/Planner/Analyst/Proj Adm - Senior Level II	\$135	\$155
Engineer/Planner/Analyst/Proj Adm - Senior Level I	\$110	\$135
Engineer/Planner/Analyst/Proj Adm - Level III	\$100	\$115
Engineer/Planner/Analyst/Proj Adm - Level II	\$90	\$100
Engineer/Planner/Analyst/Proj Adm - Level I	\$50	\$90



SUBJECT: PUBLIC COMMENT

Name :
Address :
Narrative :

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 25 2006

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

Name :
Address
Narrative :

Name :
Address :
Narrative :

Name :
Address :
Narrative :

Name :
Address :
Narrative :

PUBLIC HEARING(S)

OCT 25 2006

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

Memorandum

To: Mayor Dillon and City Council

From: Patsy Nelson *Patsy*

Date: 10/19/2006

Re: Property Tax Levy Ordinance

Background information: The attached property tax ordinance has two components. The first is general property tax revenues and the second is voter approved bond tax revenues.

General Property Tax Revenues Property tax levy increases are limited to 101% of the dollar amount of the previous year's highest allowed tax plus new construction and annexed property. The maximum dollar amount of the property tax levy is established by the City Council. The Skagit County Auditor's Office determines the assessed valuation. The tax rate is calculated based upon these two numbers. The final assessed valuations and resulting tax rate, will not be known until January, 2007.

A levy increase in the amount of 1% would result in \$15,000 of additional property tax. Low-income senior citizens and disabled persons either do not pay this tax or receive a tax reduction, as determined by the Skagit County Assessor's Office. Please note the attached documentation from the Assessor's Office shows an estimated levy rate reduction from 2.5356 in 2006 to 2.26695 in 2007.

The use of this 1% tax increase is not limited to the general fund. It may be restricted for specific items such as the proposed new City Hall.

Voter Approved Bond Tax Revenues The second part of the ordinance is for the debt service for the Public Safety Building which was previously approved by the voters of Sedro-Woolley. Low-income senior citizens and disabled persons do not pay this tax. The 2007 tax request of \$192,000 is the same as the 2006 request.

Recommendation: Staff recommends that the Council approve Ordinance No. _____, An Ordinance of the City of Sedro-Woolley Approving the Property Tax Levy.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY APPROVING THE PROPERTY TAX LEVY.

WHEREAS, The City Council of the City of Sedro-Woolley has properly given notice of the public hearing held October 25, 2006, to consider the City of Sedro-Woolley 2007 Real Estate Property Tax Levy;

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Sedro-Woolley will require an increase in general property tax revenue from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property, addition of properties as a result of annexation and any increase in the value of state assessed property, in order to discharge the expected expenses and obligations of the City of Sedro-Woolley and in its best interest; and

WHEREAS, per a 1996 citizen voted and approved GO Bond issuance, it is necessary to increase property taxes to pay GO Bond principal and interest; and

WHEREAS, the City's actual levy amount from the previous year was \$1,495,869; and,

WHEREAS, the population of this City is less than 10,000; and now, therefore,

IT IS HEREBY ORDAINED, by the City Council of the City of Sedro-Woolley, an increase in the regular property tax levy shall be imposed in addition to the increase resulting from the addition of new construction and improvements to property, addition of properties as a result of annexation and any increase in the value of state-assessed property. It is further ordained that the City Council hereby authorizes the 2007 levy in the amount of an increase of 1.00% from last year, or \$14,959 not to exceed the levy limit as allowed by law.

Also levied here is an amount necessary to fund the debt service of the 1996 G/O Bond Fund (Public Safety Building) in the amount of \$192,000.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 25th DAY OF OCTOBER, 2006.

Sharon D. Dillon, Mayor

ATTEST:

Clerk-Treasurer

APPROVED AS TO FORM:

City Attorney

**PRELIMINARY ASSESSED VALUE
FOR COMPUTATION OF PROPERTY
LEVY FOR DISTRICTS WITH
POPULATION LESS THAN 10,000
2006 LEVY FOR 2007 TAXES**

TAXING DISTRICT: City of Sedro Woolley

Tax Base for Regular Levy	
1. Preliminary total district taxable value (excluding boats, timber assessed value and senior citizen exemptions from regular levy). Tax base for regular levy:	\$698,169,704
2. 2006 State Assessed Utility value:	\$13,569,168
Preliminary Total Tax Base for Regular Levy	<u>\$711,738,872</u>
Tax Base for Excess and Voted Bond Levies	
3. Less assessed value of the senior citizen/disability exempt property:	\$11,083,075
4. Plus 2006 Timber Assessed Value (TAV):	\$0
5. Tax Base for Excess and Voted Bond Levies (1+2-3+4):	<u>\$700,655,797</u>

**PRELIMINARY
LEVY LIMIT CALCULATION
2006 LEVY FOR 2007 TAXES**

A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy. Year: 2006	\$1,495,869	X	101% =	\$1,510,828
B. Current year's assessed value of new construction and improvements in original district before the annexation occurred times last years levy rate. A.V.	\$40,481,844	X	2.5356 / \$1,000 =	\$102,646
C. Current year's assessed value of state assessed property in original district if annexed, less last years value of state assessed property. The remainder to be multiplied by last year's regular levy rate. \$ _____ - \$ 13,569,168 = \$ _____ Current Yr. A.V. Previous Yr. A.V. Remainder				
\$ _____ X \$ 2.5356 / \$1,000 =				
Remainder	Last Years Levy Rate			
D. Regular Property Tax Limit: A+B+C =				<u>\$1,613,473</u>

**PRELIMINARY LEVY RATE
COMPUTATION**

Regular Levy

Type of Taxing District:

Statutory **maximum** dollar rate for taxing district: \$3.3750

The dollar amount of the **certified levy** divided by the assessed value

$$\$1,613,473 \quad / \quad \$711,738,872 = 2.26695 *$$

For **Regular Rate**, enter the lesser of the statutory maximum dollar rate or the certified levy rate:

\$2.26695

**Not to exceed the Statutory Maximum rate shown above!*