

Next Ord: 1567-07
Next Res: 734-07

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

February 28, 2007

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 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 (including February 6, 2007 Work Session)
- b. Finance
 - Claim Vouchers #59621 to #59757 for \$240,452.89
 - Payroll Warrants #39625 to #39716 for \$152,332.19
- c. Waiver of Fees - Skagit County Auditor - Misc. Election Dates
- d. Request for Out of State Travel - Fire Dept.
- e. Use Agreement - State of WA Dept. of General Administration Property for Fire Training
- f. Use Agreement - Sealand Development for Fire Training
- g. Golf Course Office Lease
- h. Contract - Riverfront Park Flood Damage Repairs - Lee Johnson & Sons
- i. Contract - Wood & Brush Grinding - C & S Construction
- j. Professional Services Agreement - Certified Land Services Corporation
4. Resolution 734-07 congratulating the Sedro-Woolley wrestlers for being the first team in the state to have six consecutive state championship titles
5. Swearing in of Reserve Police Officers
6. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARINGS

7. Proposed Resolution 735-07 declaring certain items surplus

UNFINISHED BUSINESS

8. City Hall Update
9. Low Impact Development (*Discussion only – continued from February 6, 2007 Work Session*)
10. Revisions to SWMC 9.46 criminalizing repeated violations of the noise ordinance
11. SRIP Request to participate in additional funding (*tabled from last meeting*)

NEW BUSINESS

EXECUTIVE SESSION /YES

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 28 2007

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

DATE: February 28, 2007
TO: Mayor Anderson 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 February 28, 2007 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 Dennis London

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.

FEB 28 2007

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
February 14, 2007 – 7:00 P.M. – Community Center

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

Pledge of Allegiance

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith, Rick Lemely and Dennis London. Staff: Clerk/Treasurer Nelson, Attorney Berg, Engineer Blair, Planner Moore, Police Chief Wood and Fire Chief Wood.

Consent Calendar

- Minutes from Previous Meeting (including January 2, 2007 Worksession)
- Finance
 - Claim Vouchers #59446 to #59620 for #303,487.37
 - Payroll Warrants #39533 to #39624 for \$208,648.45
- Waiver of Fees – Riverfront Park – SWHS Alumni Association – July 7, 2007
- Waiver of Fees – Community Center – Skagit County Health Department – March 27, 2007
- Waiver of Fees – Community Center – Trailblazers 4-H Club – Misc. Wednesday Dates
- Waiver of Fees – Community Center – PUD No. 1 of Skagit County – February 20, 2007
- Sewer Agreement – North Cascades Gateway Center
- Interlocal Agreement – Joint Purchasing Agreement with City of Mount Vernon
- DOE Grant for Solid Waste Division (*moved to New Business*)
- Agreement for Conveyance – Hodgin Street Right-of-Way (*removed from agenda*)

Councilmember Splane requested Item I – DOE Grant for Solid Waste Division be moved to New Business.

Councilmember Meamber moved to remove Item J from the Consent Calendar. Seconded by Councilmember London. Motion carried.

Councilmember London moved to pass the consent calendar Items A through H (*Item I moved to New Business*). Councilmember Galbraith seconded. Motion carried.
Public Comment

Jordan Smith – 829 Cook Road, addressed the Council and read a prepared statement regarding access to property he owns on Cook Road which he bought for development purposes as an investment. He addressed difficulties he has been having with requirements of the Planning & Engineering departments. He stated he is willing to work with in reason for a solution.

Brett Smith – 7159 Smith Drive, addressed Council in support of his son, Jordan regarding the difficulties he has run into. Smith spoke of development alternatives that he believes not to be in the best interest of the City.

Ginny Good – 24250 Alexander St., addressed the Council on behalf of the Sedro-Woolley Farmers Market. She noted it is time to start planning for the upcoming season and addressed several questions to the future of the Market.

Council discussion ensued to include a request that the Market Committee draw up a sketch of their proposal to present to Council for consideration, utilization of the sidewalk, closing off the street and movement of the picnic tables and benches.

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

City Hall Update

Police Chief Wood announced the bid opening for the proposed new City Hall. He noted there were five bids received and the bids all came in under the architect's estimate. The apparent low bid was \$2,888,000.00. Wood addressed alternates listed on the bid sheets and discussion ensued as to the timing of the decision for the alternate items.

Councilmember Meamber addressed Carletti Architects positive comments regarding the apparent low bid contractor.

NEW BUSINESS

Revisions to SWMC 9.46 Criminalizing Repeated Violations of the Noise Ordinance

Attorney Berg reviewed the proposed ordinance which adds a criminal penalty for repeat offenders of the City's noise ordinance.

Some discussion ensued to include cars with boom boxes, noisy mufflers, officer discretion and times for construction. Discussion also took place as to the procedure of the two time ordinance reading rule.

Councilmember Meamber moved to put Item 6 – Revisions to SWMC 9.46 Criminalizing Repeated Violations of the Noise Ordinance on the February 28, 2007 Council agenda under New Business. Councilmember Splane seconded. Motion carried.

Interlocal Agreement – SRIP Request to Participate in Additional Funding

Mayor Anderson reviewed the request from SRIP for additional funding in the amount of \$2,500.00. The requested amount is for an additional review of the previous consultant's work. Anderson reviewed some of the possible advantages to Sedro-Woolley.

Engineer Blair stated there are two versions of hydrology and the review would verify or refute the PIE study of which the City has already paid their proportionate share.

Discussion was held regarding payment of the second study, commitment to the cost, unified front on the issues, process of decisions within SRIP and simultaneous studies.

Councilmember Galbraith moved to table Item 7 – Interlocal Agreement – SRIP Request to Participate in Additional Funding. Seconded by Councilmember Colgan.

Councilmember Meamber cautioned the Council of the effect of United General Hospital which is within the flood area.

Discussion of County involvement with SRIP and possible litigation ensued.

Mayor Anderson called for a vote. Motion carried.

Contract Amendment – 2006 Sidewalk & Wheelchair Ramps Program/Schwetz Construction

Mayor Anderson reviewed a request for a contract amendment with Schwetz Construction for the 2006 Sidewalk & Wheelchair Ramps Program. He noted the bill came in over the contract amount which cause him to research what happened to cause it to go over the contract amount. Anderson reviewed his review of the project with a representative of Schwetz Construction and City staff and recommended to Council to authorize the amended contract amount with Schwetz Construction.

Councilmember Galbraith moved to authorize the amended contract amount with Schwetz Construction Incorporated in the amount not to exceed \$70,614.03 including taxes. Councilmember Colgan seconded. Motion carried.

Contract Amendment – Sterling and Township Sanitary Sewer Improvement/Ram Construction

Engineer Blair reviewed the request of Ram Construction to allow a contract amendment to bond in place of the 5% retainage currently held by Banner Bank, Bellingham, WA.

Councilmember Lemley moved to authorize the Mayor to accept the contract amendment and bond in place of the 5% retainage currently held by Banner Bank, Bellingham, WA to Ram Construction. Seconded by Councilmember Galbraith. Motion carried.

Tree Source Plan to Place Restrictive Covenant Under Portion of Jameson Street

Attorney Berg gave an informational update on the Tree Source process to obtain a "No Further Action" (NFA) letter from the Department of Ecology. He noted that initially DOE requested the City place a restrictive covenant on Jameson Street. Upon review with the help of environmental attorney, Kim Johannessen, it was determined the City should not place such a covenant because it is owned in fee to the centerline by the adjacent landowners. DOE indicated they would issue the NFA to TreeSource if they place the restriction, and the City needed to be informed. Berg noted there was no action necessary by the Council. The topic was for informational purposes only.

Tree Source Offer to Purchase City Owned Land

Attorney Berg reviewed a purchase and sale agreement for a small triangular shaped piece of property in the TreeSource parcel. It is a piece of property that is landlocked. The City has been approached by Tree Source, the property has been appraised with a fair market value of \$7,300.00. TreeSource has offered to purchase the property for \$7,300.00 (net to the City). Berg also noted that TreeSource has stated this is a critical component for them in selling their land to be redeveloped and the deed being offered as part of the purchase and sale agreement is a quick claim deed.

Councilmember Requa moved that TreeSource be allowed to purchase the property for \$7,300.00 (net to the City) and that the Mayor be allowed to sign. Councilmember Splane seconded. Motion carried.

FEMA Grant

Attorney Berg reviewed documents for FEMA grant aid as a result of the November 2006 Flood Disaster Declaration. Berg noted and apologized for the short timeline for the paperwork to be submitted. The due date is February 28, 2007.

Councilmember Meamber moved to authorize the designation of authorized agents as identified in the Mayor's letter and authorize the agents to sign the attached Grant Agreement and related documents with FEMA and the Washington State Military Department. Seconded by Councilmember Colgan. Motion carried.

Councilmember Meamber expressed concern of the last minute nature of the topic.

Attorney Berg again apologized for the last minute nature of the subject and explained the documents were a result of a meeting with FEMA personnel which was held the previous day and the short timeline for submitting the documents. He noted he is well aware of the Council's preference on late items but in this case there was no other option.

DOE Grant Solid Waste Division –(Moved from Consent Calendar at the request of Councilmember Splane)

Leo Jacobs, Solid Waste Forman addressed the Council on a potential grant for equipment which would help the Tribe and local commercial customers for a yard waste and food waste program. He noted they would use existing budgeted funds for the match. Jacobs reviewed the grant and explained the program. He then answered Council questions to include containers for collection, details of the two-part grant, self supporting program, separation from regular garbage, container size, staffing, looking to the future of the recycling program within the City, review of Seattle's program and yard waste.

Councilmember London moved to authorize the Mayor to sign the attached contract with the Department of Ecology. Seconded by Councilmember Splane. Motion carried.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – reported on the final testing of the Reserve Police Officers. He noted should they pass the test they would then be brought onto the force and would be sworn in at the next Council meeting. Wood also reported on their monthly department meeting and invited interested Councilmembers to attend.

Councilmember London – questioned the status of the Memorial Park Shelter.

Engineer Blair stated the shelter is being rebuilt as it was in order for the insurance to cover the replacement.

Councilmember Colgan – questioned the status of the Township Street paving.

Engineer Blair noted the weather is still a factor. Discussion followed to include completion date and inclement weather.

Councilmember Requa – announced his absence from the next two Council meetings due to a required continuing education course and personal vacation time.

Councilmember Meamber – requested to be included in any meeting regarding the Smith's earlier request.

EXECUTIVE SESSION

The meeting adjourned to executive session at 8:35 P.M. for the purpose of land acquisition and potential litigation for 30 minutes with a possible decision.

The meeting reconvened at 9:30 P.M.

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

The meeting adjourned at 9:30 P.M.

FEB 28 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 52

CITY OF SEDRO-WOOLLEY

Work Session of the City Council
February 6, 2007 – 7:00 P.M. – Community Center

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Clerk/Treasurer Nelson, Attorney Berg, Engineer Blair, Planner Moore, Police Chief Wood and Fire Chief Klinger.

- Truck Vault Access to Polte Road
Council discussion ensued with questions regarding engineering, SEPA, BNSFRR, area traffic, grant criteria, restrictions and possible solutions.
 - Return to Original Condition
 - Alternative route on same side of RR
 - Block until intersection is completed
 - Use as Cascade Trail Parking
 - Stop construction until BNSFRR responds and more facts are known
- Citizen Comments
 - Comments were made by the following Citizens: Paul Ronk, Scott Wakeman, Leona Anderson, David Gustafson, Dick Joneli. Peggy Ronk, Susie Williams and Al Chandler.
 - Comments included putting the area back as it was, use an alternate route, coordination with BNSFRR regarding crossing when RR is active and appropriate process questioned.
- **MOTION:** Councilmember Requa moved to keep the construction portion of the project on hold, accept Truck Vault's offer to install a locked gate, process SEPA if necessary, obtain BNSFRR commitment to the feasibility of the planned intersection with a timeline of 45 days. Seconded by Councilmember Splane. Discussion ensued. Councilmembers Galbraith requested to go on record as not supporting the motion and believe the site should be returned to its original state. Councilmember Meamber concurred with Galbraith's statement. Motion carried 4-3 (Councilmembers London, Galbraith and Meamber opposed).
 - Discussion ensued to review Council's intention of the vote. During discussion the timeline was increased to 60 days.

A short break was taken from 8:51 – 8:57 P.M.

- Council Agenda Calendar
 - A proposed agenda calendar which will be provided in each meeting packet was presented.
- Vintage Code
 - Council Committee and Staff Support person was assigned to each code section needing review (see assignment sheet attached).
- Jones Estate
 - Jones Estates was presented as an example of low impact development. Council was asked for their input on which public works standards they would consider modifying for this type of development. Placed on 2/28/07 Agenda.

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

The work session adjourned at 9:53 P.M.

Chapter	Title	Council Committee	Staff
SWMC 2.44	Board of Park Commissioners	Public Lands: Louis Requa (CH), Rick Lemley, Ted Meamber	Rick Blair
SWMC 2.46	Storm Water Utility	Utilities: Pat Colgan (CH), Tony Splane, Ted Meamber	Rick Blair
SWMC 2.72	City Building	Building/Structures: Hugh Galbraith (CH), Ted Meamber, Dennis London	Jack Moore
SWMC 2.90.060	Appeals Process	Land Use: Hugh Galbraith (CH), Louis Requa, Pat Colgan	Jack Moore/Eron Berg
SWMC 3.04	Admissions Tax	Finance/Hotel/Motel: Rick Lemley (CH), Tony Splane, Hugh Galbraith	Patsy Nelson
SWMC 3.56	Claims	Finance/Hotel/Motel: Rick Lemley (CH), Tony Splane, Hugh Galbraith	Patsy Nelson
SWMC 3.60	Fees (Police & Fire)	Fire/Police: Ted Meamber (CH), Pat Colgan, Louis Requa	Doug Wood
SWMC 3.64	NSF Fee	Finance/Hotel/Motel: Rick Lemley (CH), Tony Splane, Hugh Galbraith	Patsy Nelson
SWMC 5.04	Business License	Finance/Hotel/Motel: Rick Lemley (CH), Tony Splane, Hugh Galbraith	Patsy Nelson
SWMC 5.08	Amusement Devises	Finance/Hotel/Motel: Rick Lemley (CH), Tony Splane, Hugh Galbraith	Patsy Nelson
SWMC 5.20	Public Dance Halls	Finance/Hotel/Motel: Rick Lemley (CH), Tony Splane, Hugh Galbraith	Patsy Nelson
SWMC 5.28	Taverns	Finance/Hotel/Motel: Rick Lemley (CH), Tony Splane, Hugh Galbraith	Patsy Nelson
SWMC 8.32	Jumping on Moving Trains	Fire/Police: Ted Meamber (CH), Pat Colgan, Louis Requa	Doug Wood
SWMC 10.44	Parking	Land Use: Hugh Galbraith (CH), Louis Requa, Pat Colgan	Jack Moore/Rick Blair

SWMC 13.16.035	Sewer Fees – Commercial	Utilities: Pat Colgan (CH), Tony Splane, Ted Meamber	Jack Moore
SWMC 16.12.030(d)	Dedications for Short Plats	Land Use: Hugh Galbraith (CH), Louis Requa, Pat Colgan	Eron Berg
SWMC 17.04.030	Home Occupation: definition	Land Use: Hugh Galbraith (CH), Louis Requa, Pat Colgan	Jack Moore
SWMC 17.08.030©	R-5 Permitted Uses	Land Use: Hugh Galbraith (CH), Louis Requa, Pat Colgan	Jack Moore
SWMC 17.12.030©	R-7 Permitted Uses	Land Use: Hugh Galbraith (CH), Louis Requa, Pat Colgan	Jack Moore
SWMC 17.50.030©	SEPA Reviewed by PC (landscaping)	Land Use: Hugh Galbraith (CH), Louis Requa, Pat Colgan	Jack Moore

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 28 2007

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

DATE: February 28, 2007
TO: Mayor Anderson 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 February 28, 2007.

Motion to approve Claim Vouchers #59621 to #59757 in the amount of \$240,452.89.

Motion to approve Payroll Warrants #39625 to #39716 in the amount of \$152,332.19.

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.

FEB 28 2007

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

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
59621	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP SWR	451.00
		MISC-FILING FEES/LIEN EXP SAN	416.00
		WARRANT TOTAL	867.00
59622	ADVANCE TRAVEL	TRAVEL PD	18.00
		WARRANT TOTAL	18.00
59623	ALL-PHASE ELECTRIC	OFFICE/OPERATING SUPPLIES PD	19.76
		OPERATING SUPPLIES FD	19.77
		WARRANT TOTAL	39.53
59624	AMAZON CREDIT PLAN	REPAIR/MAINTENANCE-EQUIP LIB	140.27
		WARRANT TOTAL	140.27
59625	APWA 2007 SPRING CONFERENCE	TUITION/REGISTRATION ENG	400.00
		WARRANT TOTAL	400.00
59626	A.S.A.P. SIGN & DESIGN	OPERATING SUPPLIES SWR	486.00
		SOLIDS HANDLING SWR	194.40
		WARRANT TOTAL	680.40
59627	ASSOCIATION OF WA CITIES	RETIRED MEDICAL PD	6,769.80
		WARRANT TOTAL	6,769.80
59628	ASSOC PETROLEUM PRODUCTS	OPERATING SUPPLIES CS	65.13
		OPERATING SUPPLIES PL	301.56
		VEHICLE FUEL / DIESEL	245.68
		AUTO FUEL/DIESEL SAN	1,169.97
		WARRANT TOTAL	1,782.34
59629	BANK OF AMERICA	MISC-DUES/SUBSCRIPTIONS FIN	50.00
		OFFICE/OPERATING SUPPLIES PD	51.45
		PUBLIC EDUC. SUPPLIES PD	211.79
		OPERATING SUPPLIES SWR	280.77
		WARRANT TOTAL	594.01
59630	BARNETT IMPLEMENT CO. INC	REPAIRS/MAINT - EQUIP PL	190.61
		WARRANT TOTAL	190.61
59631	BANK OF AMERICA	SMALL TOOLS & MINOR EQUIP PD	232.48
		SUPPLIES & BOOKS FD	652.74
		WARRANT TOTAL	885.22
59632	BAY CITY SUPPLY	OPERATING SUPPLIES CS	90.95
		OFFICE/OPERATING SUPPLIES PD	44.01
		OPERATING SUPPLIES FD	44.02
		SUPPLIES - CAMPGROUND PL	176.79
		SUPPLIS - COMMUNITY CENTER PL	54.22
		WARRANT TOTAL	409.99
59633	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES PD	481.39
		UNIFORMS/ACCESSORIES PD	83.17

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UNIFORMS/ACCESSORIES	PD	117.56
		UNIFORMS/ACCESSORIES	PD	337.88
		UNIFORMS/ACCESSORIES	PD	383.19
		UNIFORMS/ACCESSORIES	PD	554.34
		UNIFORMS/ACCESSORIES	PD	74.42
		UNIFORMS/ACCESSORIES	PD	595.08
		WARRANT TOTAL		2,627.03
59634	BLUE MOUNTAIN POLICE & FIRE	UNIFORMS/ACCESSORIES	PD	47.93
		WARRANT TOTAL		47.93
59635	BOUWENS, JENNIFER A.	PROSECUTING ATTY	JUD	2,500.00
		WARRANT TOTAL		2,500.00
59636	BOYD'S RADIATOR SERVICE	REPAIRS/MAINT-EQUIP	SAN	108.00
		WARRANT TOTAL		108.00
59637	BROWN & COLE STORES	OFFICE/OPERATING SUPPLIES	PD	17.32
		WARRANT TOTAL		17.32
59638	C & S CONSTRUCTION	RECYCLING FEE - YARD WASTE	SAN	896.40
		RECYCLING FEE - YARD WASTE	SAN	1,785.00
		RECYCLING FEE - YARD WASTE	SAN	3,348.00
		WARRANT TOTAL		6,029.40
59639	CARLETTI ARCHITECTS P.S.	CITY HALL DESIGN		16,846.11
		WARRANT TOTAL		16,846.11
59640	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	1,268.46
		PUBLIC UTILITIES	FD	2,919.30
		PUBLIC UTILITIES	LIB	455.39
		PUBLIC UTILITIES	PL	943.11
		PUBLIC UTIL - COMM CENTER	PL	377.57
		PUBLIC UTIL - SENIOR CENTER	PL	1,004.32
		PUBLIC UTIL - FOOD BANK	PL	114.93
		PUBLIC UTIL - HHS	PL	182.43
		PUBLIC UTILITIES	SWR	562.39
		PUBLIC UTILITIES	SAN	1,249.77
		WARRANT TOTAL		9,077.67
59641	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	16.20
		WARRANT TOTAL		16.20
59642	CINTAS CORPORATION #460	UNIFORMS	FD	67.14
		WARRANT TOTAL		67.14
59643	CITIES INSURANCE ASSOC.	MISC-JUDGMENT & DAMAGES	PL	1,000.00
		WARRANT TOTAL		1,000.00
59644	CLAUDE LAVAL CORPORATION	MAINT OF GENERAL EQUIP	SWR	63.00
		WARRANT TOTAL		63.00

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/28/2007 (Printed 02/22/2007 15:22)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59645	COLLINS OFFICE SUPPLY, INC	SUPPLIES	EXE	14.89
		SUPPLIES/BOOKS	PLN	23.35
		SUPPLIES/BOOKS	PLN	19.23
		SUPPLIES	ENG	23.35
		SUPPLIES	ENG	2.25
		OFF/OPER SUPPS & BOOKS	INSP	23.35
		OFF/OPER SUPPS & BOOKS	INSP	2.25
		WARRANT TOTAL		108.67
59646	COMPUTER SOURCE	OPERATING SUPPLIES	SWR	259.15
		WARRANT TOTAL		259.15
59647	CONSOLIDATED SUPPLY CO.	REPAIRS/MAINT-HHS	PL	22.69
		WARRANT TOTAL		22.69
59648	COUNTRYSIDE CHEVROLET	MAINTENANCE OF VEHICLES	SWR	115.88
		WARRANT TOTAL		115.88
59649	SKAGIT WEEKLY NEWS GROUP	SUPPLIES	FIN	105.84
		PRINTING/PUBLICATIONS	PD	171.72
		WARRANT TOTAL		277.56
59650	CRYSTAL SPRINGS	OPERATING SUPPLIES	CS	23.87
		OPERATING SUPPLIES	FD	26.27
		OPERATING SUPPLIES	PL	27.87
		WARRANT TOTAL		78.01
59651	CUSTOM EMBROIDERY	CLOTHING	SWR	261.06
		CLOTHING	SWR	89.56
		SAFETY EQUIPMENT	SWR	138.26
		WARRANT TOTAL		488.88
59652	DATA BASE	PROFESSIONAL SERVICES	JUD	38.00
		WARRANT TOTAL		38.00
59653	DAVID EVANS & ASSOC INC	ENGINEERING-SKAGIT LIGHT	AST	22,328.25
		WARRANT TOTAL		22,328.25
59654	DAY WIRELESS SYSTEMS INC	SMALL TOOLS & EQUIPMENT	PD	114.27
		WARRANT TOTAL		114.27
59655	DIVERSINT	COMPUTER NETWORK	CS	2,501.37
		WARRANT TOTAL		2,501.37
59656	THE UNITY GROUP	INSURANCE & BONDS	JUD	120.00
		WARRANT TOTAL		120.00
59657	E & E LUMBER	OPERATING SUPPLIES	PL	9.48
		OPERATING SUPPLIES	PL	6.89
		OPERATING SUPPLIES	PL	38.79
		OPERATING SUPPLIES	PL	41.41
		OPERATING SUPPLIES	PL	143.16

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SMALL TOOL & MINOR EQUIP	PL	172.79
		REPAIRS/MAINT-CAMPGROUND	PL	23.98
		REPAIRS/MAINT-CAMPGROUND	PL	7.27
		OTHER IMPROVEMENTS	PL	214.65
		OTHER IMPROVEMENTS	PL	40.37
		OTHER IMPROVEMENTS	PL	82.00
		OTHER IMPROVEMENTS	PL	98.46
		OTHER IMPROVEMENTS	PL	53.83
		MAINTENANCE OF LINES	SWR	16.91
		OPERATING SUPPLIES	SWR	8.72
		OPERATING SUPPLIES	SWR	3.87
		OPERATING SUPPLIES	SWR	3.75
		OPERATING SUPPLIES	SWR	125.41
		BUILDINGS & STRUCTURES	SWR	20.90
		BUILDINGS & STRUCTURES	SWR	127.18
		WARRANT TOTAL		1,239.82
59658	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	619.00
		WARRANT TOTAL		619.00
59659	EXPERT SECURITY, LLC	REPAIRS/MAINT-BUILDING	SAN	238.92
		WARRANT TOTAL		238.92
59660	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	PL	20.00
		WARRANT TOTAL		20.00
59661	FEI #3023	MAINTENANCE OF LINES	SWR	40.64
		WARRANT TOTAL		40.64
59662	FIREFIGHTERS BOOKSTORE	SUPPLIES & BOOKS	FD	363.07
		WARRANT TOTAL		363.07
59663	FIRST AMERICAN TITLE	ENGINEERING-POLTE/TOWNSHIP AST		248.40
		WARRANT TOTAL		248.40
59664	GAYLORD BROS.	SUPPLIES	LIB	92.64
		WARRANT TOTAL		92.64
59665	GLENN B. ALLEN JEWELERS	PUBLIC EDUC. SUPPLIES	PD	19.44
		WARRANT TOTAL		19.44
59666	GEOTIVITY INC.	PROF SVS-ENGINEERING	SWR	4,333.59
		WARRANT TOTAL		4,333.59
59667	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	376.83
		WARRANT TOTAL		376.83
59668	HEITMAN, CHARLES	RETIRED MEDICAL	PD	1,062.00
		WARRANT TOTAL		1,062.00
59669	HERB'S CHEVRON & TOWING	MAINT OF PUMPING EQUIP	SWR	25.65
		WARRANT TOTAL		25.65

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59670	HOLLAND HEALTH SERV. INC.	RETIREMEDICAL	PD	95.51
		WARRANT TOTAL		95.51
59671	HONEY BUCKET	OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	72.70
		OP. SUPPLIES - GOLF	PL	103.34
		WARRANT TOTAL		269.80
59672	HSBC BUSINESS SOLUTIONS	OPERATING SUPPLIES	SAN	354.18
		OFFICE SUPPLIES	SAN	172.76
		WARRANT TOTAL		526.94
59673	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	180.80
		WARRANT TOTAL		180.80
59674	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	15.85
		BOOKS, PERIOD, RECORDS	LIB	12.61
		BOOKS, PERIOD, RECORDS	LIB	101.63
		BOOKS, PERIOD, RECORDS	LIB	17.39
		BOOKS, PERIOD, RECORDS	LIB	16.96
		BOOKS, PERIOD, RECORDS	LIB	99.29
		BOOKS, PERIOD, RECORDS	LIB	35.12
		BOOKS, PERIOD, RECORDS	LIB	12.62
		BOOKS, PERIOD, RECORDS	LIB	10.68
		BOOKS, PERIOD, RECORDS	LIB	17.14
		BOOKS, PERIOD, RECORDS	LIB	56.73
		BOOKS, PERIOD, RECORDS	LIB	10.68
		WARRANT TOTAL		406.70
59675	ISOMEDIA.COM	TELEPHONE	FIN	8.74
		TELEPHONE	FIN	8.74
		TELEPHONE	PLN	8.73
		TELEPHONE	ENG	8.74
		TELEPHONE	LIB	39.95
		WARRANT TOTAL		74.90
59676	JOHN, RONALD	RETIREMEDICAL	PD	245.00
		WARRANT TOTAL		245.00
59677	JONGSMA, ALAN	PROFESSIONAL SERVICES	INSP	2,770.66
		WARRANT TOTAL		2,770.66
59678	KAALAND CONSTRUCTION	OTHER IMPROVEMENTS	PL	26,190.00
		WARRANT TOTAL		26,190.00
59679	KAMB, THOMAS R	ASSOCIATE'S FEES	JUD	350.00
		ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		500.00
59680	KENNEDY, RALPH	MEALS/TRAVEL	SWR	33.33
		WARRANT TOTAL		33.33

CITY OF SEDRO-WOOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59681	KROESEN'S INC.	UNIFORMS	FD	369.76
		WARRANT TOTAL		369.76
59682	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	450.00
		WARRANT TOTAL		450.00
59683	LOGGERS AND CONTRACTORS	MAINTENANCE OF LINES	SWR	117.72
		WARRANT TOTAL		117.72
59684	LOUIS AUTO GLASS	REPAIRS/MAINT-EQUIP	SAN	493.13
		WARRANT TOTAL		493.13
59685	LYNN PEAVEY COMPANY	OFFICE/OPERATING SUPPLIES	PD	58.90
		WARRANT TOTAL		58.90
59686	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
59687	MILL CREEK MGMT TECH INC	CONSTRUCTION- METCALF LINE PWT		576.40
		WARRANT TOTAL		576.40
59688	MARTIN MARIETTA MATERIALS	MAINTENANCE OF LINES	SWR	217.42
		WARRANT TOTAL		217.42
59689	MORTENSON SIGNS	OPERATING SUPPLIES	SAN	149.96
		WARRANT TOTAL		149.96
59690	MOTOR TRUCKS, INC.	REPAIRS/MAINT - EQUIP	PL	47.93
		WARRANT TOTAL		47.93
59691	MOUNT VERNON, CITY OF	OPERATING LEASE-COMPUTER	PD	1,936.47
		WARRANT TOTAL		1,936.47
59692	MT. HOOD CHEMICAL	OPERATING SUPPLIES	FD	227.75
		WARRANT TOTAL		227.75
59693	NATIONAL BARRICADE CO LLC	OP. SUPPLIES - TRAFFIC	PL	249.41
		WARRANT TOTAL		249.41
59694	NORTH CASCADE FORD	REPAIRS/MAINT-EQUIP	FD	138.85
		WARRANT TOTAL		138.85
59695	NORTHEND TRUCK EQUIPMENT INC.	EQUIPMENT & VEHICLES	CEM	15,322.37
		WARRANT TOTAL		15,322.37
59696	NORTHWEST HOT SPRING SPAS	OP SUPPLIES-CHEMICALS	SWR	530.67
		WARRANT TOTAL		530.67
59697	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	44.70
		SUPPLIES	ENG	93.54
		SUPPLIES	ENG	44.69
		OFFICE/OPERATING SUPPLIES	PD	158.37

CITY OF SEDRO-WOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		OFFICE SUPPLIES PD	145.20
		OFF/OPER SUPPS & BOOKS INSP	44.70
		OFFICE SUPPLIES SWR	213.00
		OPERATING SUPPLIES SWR	5.87
		WARRANT TOTAL	750.07
59698	OLIVER-HAMMER CLOTHES	CLOTHING PL	134.94
		CLOTHING SWR	142.41
		WARRANT TOTAL	277.35
59699	OVERALL LAUNDRY SERV INC	LAUNDRY CS	27.19
		MISC-LAUNDRY PL	19.60
		MISC-LAUNDRY PL	32.07
		MISC-LAUNDRY PL	19.60
		MISC-LAUNDRY PL	17.34
		MISC-LAUNDRY PL	19.60
		LAUNDRY SWR	23.18
		LAUNDRY SWR	23.18
		LAUNDRY SWR	23.18
		WARRANT TOTAL	204.94
59700	PERSONNEL CONCEPTS LTD	OPERATING SUPPLIES CS	90.65
		DUES/SUBSCRIPTIONS PD	90.65
		OFFICE SUPPLIES FD	90.65
		REPAIRS/MAINTENANCE BLDG. LIB	90.65
		SAFETY EQUIPMENT PL	90.65
		SAFETY EQUIPMENT SWR	90.65
		OPERATING SUPPLIES SAN	90.65
		WARRANT TOTAL	634.55
59701	PETERSON, DEBRA	MACHINERY/EQUIP-OFFICE LIB	323.99
		WARRANT TOTAL	323.99
59702	PETTY CASH-DEBRA PETERSON	SUPPLIES LIB	50.65
		BOOKS, PERIOD, RECORDS LIB	19.57
		WARRANT TOTAL	70.22
59703	PITNEY BOWES	POSTAGE PD	144.68
		POSTAGE FD	144.67
		WARRANT TOTAL	289.35
59704	PITTMAN, HAROLD	RETIRED MEDICAL PD	37.87
		WARRANT TOTAL	37.87
59705	PRINTWISE, INC.	SUPPLIES JUD	462.24
		SUPPLIES JUD	264.60
		WARRANT TOTAL	726.84
59706	R & R VISUAL, INC.	MAINTENANCE OF LINES SWR	100.60
		WARRANT TOTAL	100.60
59707	RONK BROTHERS, INC.	OPERATING SUPPLIES SWR	11.37

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		11.37
59708	RODDA PAINT CO.	REPAIRS/MAINT-BUILDING	SAN	21.58
		WARRANT TOTAL		21.58
59709	SALYER, DOUGLAS	RETIRED MEDICAL	PD	38.00
		WARRANT TOTAL		38.00
59710	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	126.19
		OPERATING SUPPLIES	SWR	48.87
		OPERATING SUPPLIES	SWR	56.14
		WARRANT TOTAL		231.20
59711	SCOTT'S BOOKSTORE	BOOKS, PERIOD, RECORDS	LIB	27.65
		WARRANT TOTAL		27.65
59712	SEARS COMMERCIAL ONE	OTHER IMPROVEMENTS	PL	1,042.16
		WARRANT TOTAL		1,042.16
59713	SEDRO-WOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	8.77
		OPERATING SUPPLIES	PL	5.00
		OPERATING SUPPLIES	PL	12.97
		OP. SUPPLIES - GOLF	PL	27.43
		SMALL TOOL & MINOR EQUIP	PL	4.21
		REPAIRS/MAINT - EQUIP	PL	38.42
		REPAIRS/MAINT - EQUIP	PL	38.55
		REPAIRS/MAINT - EQUIP	PL	11.23
		REPAIRS/MAINT - EQUIP	PL	23.63
		REPAIRS/MAINT - EQUIP	PL	21.62
		REPAIRS/MAINT - EQUIP	PL	8.01
		REPAIRS/MAINT-ST CLEANING	PL	3.46
		REPAIRS/MAINT-ST CLEANING	PL	3.65
		MAINTENANCE OF VEHICLES	SWR	15.98
		MAINTENANCE OF VEHICLES	SWR	10.73
		OPERATING SUPPLIES	SWR	13.59
		REPAIRS/MAINT-EQUIP	SAN	52.27
		REPAIRS/MAINT-EQUIP	SAN	17.26
		REPAIRS/MAINT-EQUIP	SAN	10.79
		REPAIRS/MAINT-EQUIP	SAN	12.05
		REPAIRS/MAINT-EQUIP	SAN	12.05
		WARRANT TOTAL		351.67
59714	SEDRO-WOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		4,020.00
		WARRANT TOTAL		4,020.00
59715	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	427.68
		OFFICE/OPERATING SUPPLIES	PD	85.96
		WARRANT TOTAL		513.64
59716	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	188.64
		WARRANT TOTAL		188.64

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59717	SK. CO. FIRE CHIEFS ASSOC	MISC-DUES	FD	75.00
		WARRANT TOTAL		75.00
59718	SKAGIT CO HEALTH DEPT	SUPPLIES - CAMPGROUND	PL	120.00
		WARRANT TOTAL		120.00
59719	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	36,005.48
		WARRANT TOTAL		36,005.48
59720	SKAGIT CO. PUBLIC WORKS	OP. SUPPLIES - SNOW & ICE	PL	31.67
		WARRANT TOTAL		31.67
59721	SKAGIT COUNTY SHERIFF	PRISONERS	PD	5,641.85
		WARRANT TOTAL		5,641.85
59722	SKAGIT COUNTY TREASURER	TAXES AND ASSESSMENTS	CS	7.57
		DUES/SUBSCRIPTIONS	PD	56.21
		TAXES & ASSESSMENTS	PL	96.32
		TAXES & ASSESSMENTS	SAN	46.14
		WARRANT TOTAL		206.24
59723	SKAGIT FARMERS SUPPLY	PROPANE	PL	14.89
		REPAIRS/MAINT - EQUIP	PL	156.59
		WARRANT TOTAL		171.48
59724	SKAGIT RIVER STEEL	REPAIRS/MAINT - EQUIP	PL	68.52
		SKATE PARK	PL	236.91
		WARRANT TOTAL		305.43
59725	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	22.80
		LEGAL PUBLICATIONS	LGS	22.80
		ADVERTISING/LEGAL PUBLIC	PLN	28.50
		ADVERTISING/LEGAL PUBLIC	PLN	28.50
		PROFESSIONAL SERVICES	LIB	142.85
		WARRANT TOTAL		245.45
59726	SOLUTIONS SAFETY SVC INC	OPERATING SUPPLIES	FD	203.24
		WARRANT TOTAL		203.24
59727	SPEEDY AUTOMATED MAILERS, INC.	REPAIR & MAINTENANCE	FIN	86.54
		WARRANT TOTAL		86.54
59728	STATEWIDE RENT-A-FENCE INC.	EQUIPMENT RENTAL	SWR	132.85
		WARRANT TOTAL		132.85
59729	STATE AUDITOR'S OFFICE	STATE AUDITING	FIN	628.80
		WARRANT TOTAL		628.80
59730	STEPHENSON, RETA	MEALS/TRAVEL	SWR	28.62
		MEALS/TRAVEL	SAN	28.61
		WARRANT TOTAL		57.23

CITY OF SEDRO-WOOLLEY
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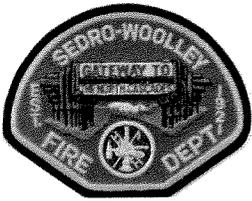
WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59731	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
59732	SUBURBAN PROPANE, L.P.	PROPANE	PL	340.36
		PROPANE	PL	291.85
		PROPANE	PL	48.51
		WARRANT TOTAL		680.72
59733	3-MEYERS CONSTRUCTION	BUILDINGS & STRUCTURES	SWR	3,446.93
		WARRANT TOTAL		3,446.93
59734	TRAFFIC SAFETY SUPPLY CO.	OP. SUPPLIES - TRAFFIC	PL	781.52
		WARRANT TOTAL		781.52
59735	TRANSTECH SYSTEMS	OFFICE SUPPLIES	FD	110.16
		WARRANT TOTAL		110.16
59736	TRUE VALUE	REPAIR & MAINTENANCE	CS	8.40
		OPERATING SUPPLIES	FD	18.88
		REPAIRS/MAINTENANCE BLDG.	LIB	36.71
		REPAIRS/MAINTENANCE BLDG.	LIB	18.35
		OPERATING SUPPLIES	PL	12.94
		SUPPLIES - CAMPGROUND	PL	3.01
		SMALL TOOL & MINOR EQUIP	PL	25.90
		REPAIRS/MAINT - EQUIP	PL	23.59
		REPAIRS/MAINT-TRAIN	PL	5.17
		REPAIRS/MAINT-TRAIN	PL	5.70
		MAINTENANCE OF LINES	SWR	16.80
		OPERATING SUPPLIES	SWR	43.18
		OPERATING SUPPLIES	SWR	22.42
		OPERATING SUPPLIES	SWR	30.22
		OPERATING SUPPLIES	SWR	16.38
		OPERATING SUPPLIES	SWR	12.95
		OPERATING SUPPLIES	SWR	24.79
		OPERATING SUPPLIES	SWR	57.18
		REPAIRS/MAINT-BUILDING	SAN	16.90
		OPERATING SUPPLIES	SAN	35.39
		WARRANT TOTAL		434.86
59737	UNITED LABORATORIES	OPERATING SUPPLIES	PL	644.31
		WARRANT TOTAL		644.31
59738	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	462.35
		OP SUPPLIES-CHEMICALS	SWR	87.36
		WARRANT TOTAL		374.99
59739	UPSTART	MISC-SUMMER READ PROGRAM	LIB	228.38
		WARRANT TOTAL		228.38
59740	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	33.60
		WARRANT TOTAL		33.60

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59741	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	3.77
		OPERATING SUPPLIES	SWR	1.07
		WARRANT TOTAL		4.84
59742	VERIZON NORTHWEST	TELEPHONE	JUD	194.41
		TELEPHONE	FIN	486.00
		TELEPHONE	FIN	54.94
		TELEPHONE	PLN	97.21
		TELEPHONE	PLN	34.96
		TELEPHONE	ENG	97.21
		TELEPHONE	ENG	34.95
		TELEPHONE	PD	86.01
		TELEPHONE	PD	250.70
		TELEPHONE	PD	920.53
		TELEPHONE	INSP	97.21
		TELEPHONE	INSP	34.96
		TELEPHONE - CAMPGROUND	PL	114.59
		TELEPHONE	SWR	47.61
		WARRANT TOTAL		2,551.29
59743	VISTEN, LESLIE	RETIRED MEDICAL	PD	140.00
		WARRANT TOTAL		140.00
59744	WA ASSOC OF SHERIFFS &	DUES/SUBSCRIPTIONS	PD	180.00
		WARRANT TOTAL		180.00
59745	WA ST DEPT OF LICENSING	INSURANCE & BONDS	JUD	30.00
		WARRANT TOTAL		30.00
59746	WA STATE DEPT OF L & I	REPAIR & MAINTENANCE	CS	76.40
		REPAIR/MAINTENANCE-EQUIP	LIB	19.10
		REPAIRS/MAINT - EQUIP	PL	69.10
		REPAIRS/MAINT-STREETS	PL	38.20
		REPAIRS/MAINT-SENIOR CENTER	PL	69.10
		MAINT OF GENERAL EQUIP	SWR	88.20
		REPAIRS/MAINT-BUILDING	SAN	57.30
		WARRANT TOTAL		417.40
59747	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	90.00
		WARRANT TOTAL		90.00
59748	WA STATE DEPT OF REVENUE	MACHINERY & EQUIPMENT	PD	5.60
		TAXES AND ASSESSMENTS	LIB	9.19
		TAXES & ASSESSMENTS	PL	22.80
		TAXES & ASSESSMENTS	PL	49.55
		MAINT OF GENERAL EQUIP	SWR	24.22
		TAXES AND ASSESSMENTS	SWR	3,705.98
		TAXES & ASSESSMENTS	SAN	5,046.61
		WARRANT TOTAL		8,863.95
59749	WA ST FIRE FIGHTERS ASSOC	MISC-DUES	FD	95.00
		WARRANT TOTAL		95.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59750	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	72.00
		WARRANT TOTAL		72.00
59751	WA ST DEPT OF INFORMATION	COMPUTER NETWORK	CS	13,457.23
		WARRANT TOTAL		13,457.23
59752	WA ST ASSOC OF PERMIT TECH	MISC-TUITION/REGISTRATION	PLN	45.00
		TUITION/REGISTRATION	ENG	45.00
		MISC-TUITION/REGISTRATION	INSP	45.00
		WARRANT TOTAL		135.00
59753	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	9,138.63
		WARRANT TOTAL		9,138.63
59754	WELCH, DAVID	UNIFORMS/ACCESSORIES	PD	65.02
		OFFICE/OPERATING SUPPLIES	PD	15.98
		POSTAGE	PD	19.17
		WARRANT TOTAL		100.17
59755	WOOD'S LOGGING SUPPLY INC	POSTAGE	PD	6.99
		POSTAGE	PD	6.51
		POSTAGE	FD	9.02
		POSTAGE	FD	7.43
		OPERATING SUPPLIES	PL	23.76
		OPERATING SUPPLIES	SAN	34.55
		WARRANT TOTAL		88.26
59756	WORKING FIRE TRAIN SYS	SUPPLIES & BOOKS	FD	648.00
		WARRANT TOTAL		648.00
59757	GLY CONSTRUCTION	B & O TAX-SANITATION		2.72
		GARBAGE/SOLID WASTE FEES		152.40
		FUEL SURCHARGE		2.00
		WARRANT TOTAL		157.12
		RUN TOTAL		240,452.89

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	61,903.81
104	ARTERIAL STREET FUND	22,576.65
105	LIBRARY FUND	2,282.84
110	PUBLIC LANDS 110	37,229.77
302	RES FOR CURR EXP CAP OUT FUND	16,846.11
332	PWTF SEWER CONSTRUCTION FUND	576.40
401	SEWER FUND	18,515.99
412	SOLID WASTE FUND	61,178.95
501	EQUIPMENT REPLACEMENT FUND	15,322.37
621	SUSPENSE FUND	4,020.00
TOTAL		240,452.89

DEPARTMENT	AMOUNT
001 000 000	2.72
001 000 011	45.60
001 000 012	9,844.75
001 000 013	14.89
001 000 014	1,429.60
001 000 018	17,617.22
001 000 019	330.18
001 000 020	749.73
001 000 021	22,050.18
001 000 022	6,612.17
001 000 024	3,018.13
001 000 062	188.64
FUND CURRENT EXPENSE FUND	61,903.81
104 000 042	22,576.65
FUND ARTERIAL STREET FUND	22,576.65
105 000 072	2,282.84
FUND LIBRARY FUND	2,282.84
110 000 042	37,229.77
FUND PUBLIC LANDS	110 37,229.77
302 000 000	16,846.11
FUND RES FOR CURR EXP CAP OUT FUND	16,846.11
332 000 082	576.40
FUND PWWF SEWER CONSTRUCTION FUND	576.40
401 000 035	18,515.99
FUND SEWER FUND	18,515.99
412 000 000	154.40
412 000 037	61,024.55
FUND SOLID WASTE FUND	61,178.95
501 000 102	15,322.37
FUND EQUIPMENT REPLACEMENT FUND	15,322.37
621 000 000	4,020.00
FUND SUSPENSE FUND	4,020.00
TOTAL	240,452.89



City of Sedro-Woolley Fire Department

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

(360) 855-2252 • Fax (360) 855-0196

CITY COUNCIL AGENDA REGULAR MEETING

FEB 28 2007

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

DATE: February 9, 2007
TO: Mike Anderson, Mayor and City Council
FROM: Dean Klinger, Chief *DK*
SUBJECT: **Request for Out of State Travel**

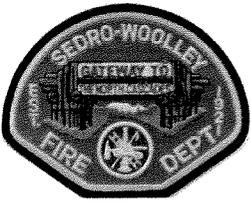
Situation:

Firefighter Derrick Youngquist has applied for, and been accepted to attend the National Fire Academy in Emmetsburg Maryland. He will be attending a class during the month of March. These classes are put on by the Federal Emergency Management Agency (FEMA) and the enrollment and air fair is picked up by the Federal Government. The only cost for this course that will need to be paid for by the City is the meals and airport shuttle. Both of these expenditures were figured into our current budget.

Derrick's class is scheduled for March 17th – 24th Derrick is enrolled in the Advanced Safety Operations and Management course This is an excellent class and the knowledge he will bring back will be very beneficial to the City and its citizens.

Recommended Action:

I would like to recommend that the Mayor and City Council approve this request for out of State Travel.



City of Sedro-Woolley Fire Department

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

(360) 855-2252 • Fax (360) 855-0196

**CITY COUNCIL AGENDA
REGULAR MEETING**

FEB 28 2007

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

Memorandum

TO: Mayor Anderson and City Council

FROM: Dean Klinger

DATE: February 22, 2007

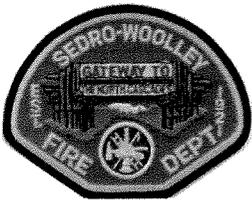
RE: HOLD HARMLESS AGREEMENT FOR STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION PROPERTY

Situation:

The Fire Department from time to time utilizes buildings located at the Northern State Facilities which are owned by State of Washington Department of General Administration for training. In order to utilize these facilities we need to enter into a hold harmless agreement with them every year. The attached agreement has been looked at by the cities attorney, Eron Berg and is acceptable to him.

Recommended Action:

Authorize the Mayor to sign the Agreement regarding use of the Denny building Located on the Northern State Campus by the City of Sedro-Woolley.



City of Sedro-Woolley Fire Department

Dean Klinger, Chief
220 Munro Street
Sedro-Woolley, WA 98284

(360) 855-2252 • Fax (360) 855-0196

To: Dan Singleton, Facility Manager
From: Todd Olson, Assistant Chief
Date: June 14, 2006

The Sedro-Woolley Fire Department is interested in using the Denny Building for training. The proposed dates are as follows: June 19th, 28th, July 24 and November 20, 2006. I hope future dates may be a possibility.

The use of this facility will be a great value to our department's training. A large building with many rooms simulates apartments, nursing homes, and/or the hospital. We consider these as Target Hazards due to the high hazard to life. If there ever was a fire in any of these type of facilities the better trained we are the more lives could be saved.

Our intent is to practice ICS system (NIMS), size-up, strategies & tactics, search & rescue, ladder operations, ventilation using artificial smoke (smoke machine) and positive pressure fans to ventilate. When laddering the building we will be placing the ladders near windows and simulate breaking windows for ventilation or for entry or egress points.

Search and rescue operations: we will be marking doors with red construction crayons, first taping a piece of paper where the marking will be placed as to our SOGs. All paper will be removed after the drill and properly disposed of. A fire may be simulated by using red flashing lights and hose line may be stretched through the building but there will be no water flow through the nozzles inside the building.

This training is important in protecting the citizens we serve and the use of your facility enhances the realistic aspect of this valuable training. We greatly appreciate your cooperation with us in meeting our department goal in providing high quality trained personnel to protect our community.

Sincerely

Todd Olson
Assistant Chief

REQUEST TO USE NCGC FACILITIES

Requirements:

- This request and attached Hold Harmless Agreement must be submitted to the GA Facility Manager in writing at least two weeks prior to the event.
- A responsible staff person must be assigned to stand fire watch during the event in any building without fire sprinklers, such as the Conference Center. This must be their only role.
- The requesting entity is responsible for all setup of chairs, tables and equipment, restroom and other supplies, and cleanup, including restrooms. Cleanup must be completed within 2 business days after the event ends, or sooner if another event is scheduled.
- No open flames are allowed including candles, cooking appliances with flames, and the like.
- Electrical output is limited, so cooking appliances, lights or other items that draw more than 15 amps are not allowed. Warming trays and coffee pots drawing 15 amps or less are allowed, but extension cords may be needed to spread the load among the various outlets.
- If alcohol is used, the requesting entity must obtain a banquet permit from the appropriate Skagit County authority.
- Keys will be available 2 business days prior to the event start, and must be returned to GA within 2 business days after the end of the event.

Name of Tenant Agency or Other Organization City of Sedro-Woolley Fire Dept.

Person responsible for event Todd Olson Daytime phone 855-2252 Date 2/21/07
(print name of representative from tenant agency)

I have given a completed copy of this request to my agency director, named Dean Klinger

Date(s) of event 3/5, 3/19, 3/26 Date of setup 4/2, 9/17, 11/26 Date of cleanup same

Hours of event 7pm to 10pm Number of attendees 10-50

Name of program staff to stand fire watch, if applicable _____ Title or position _____

Description of event activities including how it supports the entity's program

See Attached

(continue on back)

GA FACILITY MANAGER: APPROVED DISAPPROVED

Signature

Comments

A signed HOLD HARMLESS AGREEMENT is attached

FOR EMERGENCY ASSISTANCE DURING AN EVENT, CALL THE POWERHOUSE AT 360-856-3160

HOLD HARMLESS AGREEMENT
FOR USE OF
STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
PROPERTY

THIS AGREEMENT is between City of Sedro-Woolley and the
State of Washington, Department of General Administration. The parties agree as
follows:

In consideration of the *State of Washington, Department of General
Administration* allowing City of Sedro-Woolley to use the NCGC
facility named: Denny Building,
expressly agrees to hold harmless and indemnify the *State of Washington, Department
of General Administration* and all of its officers, agents, employees or otherwise, from
any and all liability, loss or damage including reasonable costs of defense that they may
suffer as a result of claims, demands, action, or damages to any and all persons or
property, costs or judgments against the *State of Washington, Department of General
Administration* which result from, arise out of, or are in any way connected with the use
of the *State of Washington, Department of General Administration* property by

_____.

These indemnifications, hold harmless, and nonliability provisions do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omission of the **State of Washington, Department of General Administration**, its employees or agents.

This agreement covers the date(s) 3/5, 3/19, 3/26, 4/2, 9/17, 11/26/07.

This agreement shall remain in effect until terminated in writing by either party.

Signature of Tenant Agency Director or Designee

Address

Print Name of Above

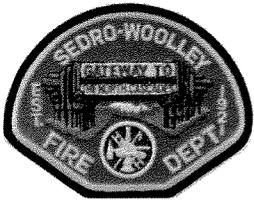
City, State, Zip Code

Date

**STATE OF WASHINGTON,
DEPARTMENT OF GENERAL ADMINISTRATION**

Dan Singleton, NCGC Facility Manager
Division of State Services

Date



City of Sedro-Woolley Fire Department

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

(360) 855-2252 • Fax (360) 855-0196

**CITY COUNCIL AGENDA
REGULAR MEETING**

FEB 28 2007

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

Memorandum

TO: Mayor Anderson and City Council

FROM: Dean Klinger

DATE: February 22, 2007

RE: HOLD HARMLESS AGREEMENT FOR SEALAND DEVELOPMENT

Situation:

The Fire Department from time to time utilizes buildings located at the 500 Metcalf Street address which are owned by Sealand Development for training. In order to utilize these facilities we need to enter into a hold harmless agreement with them every year. The attached agreement has been looked at by the cities attorney, Eron Berg and is acceptable to him.

Recommended Action:

Authorize the Mayor to sign the "Agreement regarding use of the buildings at 500 Metcalf Street by the City of Sedro-Woolley, Including a hold harmless and indemnification provision. "

AGREEMENT REGARDING USE OF THE BUILDINGS AT 500 METCALF STREET BY THE CITY OF SEDRO-WOOLLEY, INCLUDING A HOLD HARMLESS AND INDEMNIFICATION PROVISION.

1. Parties. The parties to this agreement are:

- a. Sealand Development
- b. City of Sedro-Woolley.

2. Scope of Services.

The Sedro-Woolley Fire Department shall use the Buildings located at 500 Metcalf Street for training for the year of 2007.

The City Fire Department will practice ICS system (NIMS), size-up, strategies & tactics, search & rescue, ladder operations, ventilation using artificial smoke (smoke machine) and positive pressure fans to ventilate. When laddering the building the City will be placing the ladders near windows and simulate breaking windows for ventilation or for entry or egress points.

Search and rescue operations: The City will be marking doors with red construction crayons, first taping a piece of paper where the marking will be placed as to the SOGs. All paper will be removed after the drill and properly disposed of. A fire may be simulated by using red flashing lights and hose line may be stretched through the building but there will be no water flow through the nozzles inside the building.

3. Indemnification. The City hereby agrees to indemnify, defend and hold Sealand Development, together with its officers, agents and employees, harmless from and against any and all losses, costs, damages, suits, liabilities, settlement costs and expenses (including, but not limited to, reasonable investigation and legal expenses) incurred with respect to claims by third parties, including but not limited to those claims brought by City's own employees, to the extent arising from, caused by, or resulting from any negligent or willful act or omission of City, or its agents, employees or subcontractors, in the course of performing its work in the Scope of Services pursuant to this Agreement; provided, however, City's obligation herein shall not include damages caused the Sealand Development own causal contribution.

4. Insurance. Contractor agrees to obtain and continuously maintain public liability and property damage insurance under its present policies during the training exercises, and shall submit evidence of such insurance within fifteen (15) days following request by the Sealand Development.

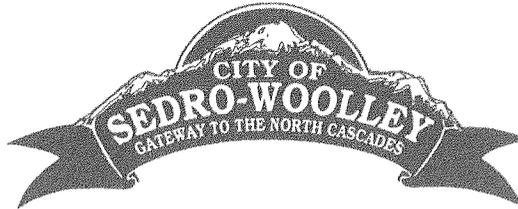
Dated this ___ day of _____, 2007.

CITY OF SEDRO-WOOLLEY

SEALAND DEVELOPMENT

By: _____
Authorized Representative

By: _____
Authorized Representative



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 28 2007

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

Public Lands Department
405 Alexander Street
Sedro-Woolley, WA 98284
Information & Reservations 360-855-1661

Shane A. Walley, Supervisor

Maintenance Shop 360-856-5167

Memo

To: Mayor Anderson, City Council Members *NS*
From: Nathan Salseina, Parks/Facilities Team Leader
Date: 2-22-07
Re: Golf Course Office Lease

As you may or may not be aware we plan to operate a small clubhouse at the golf course this year. The clubhouse will be located in the small office in the north side of the maintenance building.

The clubhouse will double as a break room for golf course employees, and as an office to manage possible leagues and any tournaments that we may sponsor or operate. It will also house the seasonal golf course attendant that will be responsible for collection of green fees.

The lease amount of \$200.00 per month from March 1st through October 31st has been budgeted for.

Any Questions please let me know.

Thank You,

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM is made this 28th day of February, 2007, between Granite Holdings, LLC (Lessor) and the City of Sedro-Woolley, a Washington Municipal Corporation (Lessee), and adds the following provisions to that certain Lease Agreement dated June 1, 2006 by and between the same parties.

The following new provisions are added to the Lease Agreement:

1. Additional Premises. Lessor hereby leases to Lessee, and the Lessee hereby leases from Lessor, the North-end office space in the building located at 1288 Fruitdale Road, Sedro-Woolley, Washington. The location of the Additional Premises are noted on the attached Exhibit A-1.
2. Term for Additional Premises. The term of the Lease for the Additional Premises shall begin on the 1st day of March, 2007 and termination on the 31st day of October, 2007.
3. Additional Premises Rent. Lessee covenants and agrees to pay to Lessor as rental for said Additional Premises a monthly rental of two hundred Dollars (\$200.00) in lawful money of the United States of America, payable on or before the 15th day of the month.

All other terms and conditions of the Lease Agreement shall remain unchanged.

LESSOR:

Granite Holdings, LLC
A Washington Limited Liability Co

By: _____

LESSEE:

City of Sedro-Woolley
A Washington Municipal Corp.

By: _____
MAYOR

ATTEST:

CITY CLERK

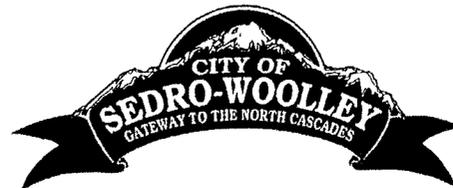
FEB 28 2007

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

CITY OF SEDRO-WOOLLEY

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

Memorandum



To: City Council
From: Nathan Salseina PWW3 Parks/Facilities
Date: 2/22/2007
Re: Riverfront Park Flood Damage Repairs

ISSUE: Should the city enter into a contract with Lee Johnson & Sons Construction to make flood damage repairs to Riverfront Park?

BACKGROUND: As you are all aware Riverfront Park suffered significant damage to the main entrance and R.V. Park during the 2006 Flooding. After a lengthy FEMA paperwork process we are nearly ready to make the necessary repairs. I have requested bids from 7 different companies from our small works roster to do the repair work. The low bidder in this case was Lee Johnson & Sons Construction. Lee Johnson & Sons did the repair work following the 2003 flood and they are highly qualified to make the necessary repairs. Out of 7 vendors only 3 returned a bid.

RECOMMENDATION: Approve the contract as part of the consent agenda.

PUBLIC WORKS AGREEMENT

Riverfront Park – Flood Damage Repair

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the “City”); and ___Lee Johnson & Sons 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:

Riverfront Park – Repair flood damage per bid scope

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” s 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 or Nathan Salseina___ as its Project Manager. Contractor designates _____ as its Project Manager.

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

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

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

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

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

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

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

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

III. PAYMENT

- A. The maximum payable hereunder is \$ 18,000.00
- B. The City agrees to pay the Contractor \$ 17949.60 includes tax _____
- C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.
- D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.
- E. Retainage will be administered in accordance with RCW 60.28.010(1).

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

- A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before March 30, 2007.
- 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 flood damage per bid scope

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

, Contractor

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

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

**TASK ORDER
SMALL WORKS**

Date: 02/22/2007

Department / Division: Public Lands

Contractor Name and Address: Lee Johnson & Sons Construction Inc, PO Box 98, Clear
Lake, WA 98235

Scope of Work: Repair flood damage per bid scope

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 2007 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

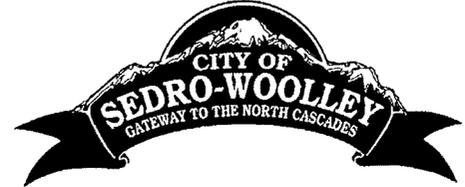
FEB 28 2007

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

CITY OF SEDRO-WOOLLEY SOLID WASTE & FLEET DIVISION

315 Sterling Street Sedro-Woolley, WA 98284 (360) 855-1884

Memorandum



To: City Council
From: Leo Jacobs Solid Waste & Fleet Division Supervisor
Date: 2/23/2007
Re: Contract for wood and brush grinding

ISSUE: Should we enter into a brush-grinding contract with C & S Construction?

BACKGROUND: We have been getting bids for grinding of our wood and brush for the last couple of years and we would like to offer a contract to C & S Construction. The term shall be for 1 year with 2 one-year automatic renewals. They have demonstrated low prices, a willingness to work with City staff, and always complete the tasks asked of them in a timely manner.

RECOMMENDATION: Approve the Mayor to sign the Wood and Brush grinding contract with C & S Construction.

GRINDING AND REMOVAL of BRUSH & WOOD WASTE SERVICES AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY, A WASHINGTON MUNICIPAL CORPORATION AND C & S CONSTRUCTION

ARTICLE 1.

TERMS & CONDITIONS

1. DEFINITIONS

1.1 "Brush " means limbs, prunings, cuttings and other waste vegetation from residential or commercial properties made up of primarily woody stems, stocks and foliage. The brush pile can have some seasonal or otherwise minor quantities of grass clippings, leaves, weeds, flowers, roots, windfall fruit, and vegetable garden debris. Brush does not mean noxious weeds.

1.2 "Consumer Price Index" means the nationwide Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, consolidated Metropolitan Statistical Area, standard reference base 1982-1984=100, as prepared by the U.S. Department of Labor Statistics. NOTE: The June 12-month average CPI released in July of the year preceding the year of proposed adjustment shall be used for calculation purposes.

1.3 "Unacceptable Materials" means plastics, scrap metals, rock, concrete or other materials that render the ground brush or wood waste unacceptable to subsequent processing facilities or that would damage grinding equipment.

1.4 "Wood Waste" means solid waste consisting of wood pieces or particles generated as a by-product or waste from the manufacturing of wood products, construction, demolition, handling and storage of raw materials, trees and stumps. This includes, but is not limited to, pallets, crates, wire spools, end cuts, but does not include wood pieces or particles containing paint, laminates, bonding agents or chemical preservatives such as creosote, pentachlorophenol, or copper-chrome-arsenate.

2. GENERAL PROVISIONS

2.1 Law Applicable. This contract is made in and shall be construed under the laws of the State of Washington. Venue for any dispute shall lie exclusively in the Skagit County Superior Court.

2.2 Adherence to Law. Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

The Contractor shall be responsible for, and pay for all applicable licenses, and permits, except those which are the City's responsibility per Article 2, Section 6.3.

The Contractor agrees not to exclude any person from employment and/or volunteer participation or deny benefits or services based on any origin, marital status, and the presence of any sensory, mental or physical disability. The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 and other anti-discrimination laws with which the City must comply.

The Contractor shall carry out duties in a manner consistent with the applicable provisions of the adopted City of Sedro-Woolley Comprehensive Solid Waste Management Plan and as it may be amended.

2.3 Entire and Complete Agreement. This Contract constitutes the entire and complete agreement and final expression of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments and representations, whether oral or written. In the event of any conflict between the language set forth in this Contract, any of the exhibits hereto or the specifications, the language in the Contract shall prevail and this Contract shall be interpreted as if that conflicting language was not a part of the agreement between the parties. The Contractor immediately shall bring to the City's attention for decision and mutual revision any observed conflicts between or duplications of any Contract provisions or any material omissions from the Contract. The Contractor shall obtain written instructions from the City's Representative before proceeding with services affected by omissions or discrepancies in the Contract. In the event of a discrepancy in the provisions of the Contract, the most stringent provision shall apply.

2.4 Severability. If any Contract provision is for any reason determined to be invalid, illegal or unenforceable under any Applicable Law, the remaining provisions of the Contract shall remain in effect and bind the parties; however, the parties shall negotiate in good faith to amend the Contract to effectuate the intent of any invalid, illegal or unenforceable provision, if permissible under Applicable Law.

2.5 Construction of Terms. Unless otherwise specified in the Contract, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by solid waste professionals, engineers and trades.

2.6 Access. The City shall have the right and unlimited access to inspect any or all of the Contractor operations, facilities or records related to this Contract.

2.7 Independent Contractor. The Contractor is an independent contractor. As such, the Contractor shall adhere to labor laws, WISHA regulations, and meet other insurance/bond requirements specified by law and/or in Section 2.11 below. The Contractor is in no sense an agent or employee of the City, shall not represent itself as such, and has no authority to bind the County to any agreement, nor act as agent of the City in any way.

2.8 No Third Party Beneficiaries. This Contract is entered into by the City in its governmental capacity and is not intended to nor does it create any third party beneficiary or rights in any public or private Person.

2.9 Indemnification / Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, agencies of the City and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the City for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the

contract. Contractor shall be required to indemnify, defend, and hold harmless the City only to the extent claim is caused in whole or in part by negligent or intentional acts or omissions of the City.

2.10 Insurance

Prior to commencement of services under this Contract, Contractor shall submit to the City certificates of insurance or certified copies of insurance policies and endorsements, if requested by the City, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior written notice to the City. Contractor shall maintain at the Contractor's sole expense unless otherwise stipulated, the following insurance coverage's, insuring the Contractor, its employees, agents, designees and indemnities as required herein:

2.10.1 The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the City.

2.10.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the Contractor shall specifically include "City of Sedro-Woolley" as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the City. The Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

2.10.3 The Contractor shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

Industry Standard Occurrence Commercial General Liability
Specific limits required

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming "City of Sedro-Woolley" as Additional Insured (CG2010) and an endorsement that specifically states the Contractor's General Liability shall be primary, and not contributory, with any other insurance maintained by the City.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

2.10.4 Commercial General Liability insurance shall be endorsed to include a “cross liability”, indicating essentially that “except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

2.10.5 The Contractor shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of:

\$1,000,000 Bodily Injury and Property Damage per Accident

to protect the Contractor from claims which may arise from the performance of this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered auto shall be designated as “Symbol 1” any auto.

2.10.6 All Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.

2.10.7 Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

2.10.8 Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against the City, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the City. This waiver is mutually negotiated by the parties to this Agreement.

2.10.9 Subcontractors - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontracts shall be subject to all of the requirements stated herein.

2.11 Protection of Personal Property. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable precautions to prevent damage, injury, or loss to all employees, customers, other persons, the work and materials, and other property.

2.12 Alcohol and Drug-Free Work Place. The Contractor is responsible for maintaining an alcohol and drug-free work place at all times on City property. Violation of this condition is cause for termination of the contract by the City.

2.13 Subcontractors. A list of any and all subcontractors who have a direct contract or agreement with the Contractor to perform any work on City property shall be submitted to the City for approval prior to the work being performed. Any delegation of duties shall not relieve the Contractor or the surety of any liability and/or obligation to perform. Subcontractors are bound by the provisions of Article 1, Section 2.11 of this agreement.

Neither party shall assign or subcontract any portion of this agreement without the written consent of the other party. The City must consent to any direct or indirect change in control or indirect controlling interest in the Contractor's ownership.

2.14 Miscellaneous. No modification of any provision of this contract by the Contractor is valid unless such modification is pre-approved and signed by the Public Works Director and/or the Mayor.

All covenants herein shall be conditions. Time shall be of the essence. Failure on the part of either party to adhere to any provision of this agreement shall not be construed as a waiver of the right to compel adherence of such provision or any other provision.

The Contractor is responsible for obtaining necessary permits for its off-site operations, and ensuring that subcontractors, employees or other persons handling recycled materials from the facilities covered under this agreement are operating with all necessary permits, insurance and/or licenses required by law.

2.15 Term of Contract. The term of this contract shall be from the date of April 1, 2007 through April 1, 2008 unless terminated for cause pursuant to Article 1, Section 2.18. The City has the right to extend the contract to a maximum of two additional one year terms under the same terms and conditions; extension shall be made by written notice from the City at least thirty days prior to the end of the initial term.

2.16 Liquidated Damages.

2.16.1 Liquidated Damages for Certain Types of Breach of Services. Because a breach of the services provided for within the Contract would cause serious and substantial damage to the City and its residents, and the nature of the Contract would render it impractical or extremely difficult to fix the actual damage sustained by the City by such breach, the Contractor shall agree that in case of breach or service the City may elect to collect liquidated damages for each such breach and the Contractor will pay to the City as liquidated damages and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the City will be damaged by breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Contract.

Failure to move in on written date:	\$100.00 per day
Failure to move all ground material by written date	\$100.00 per day

Such liquidated damages as the City shall elect to collect shall be deducted from the payment made to the Contractor.

2.17 Termination.

2.17.1 Defaults by City. If the City fails to make a payment for an

approved invoice for a period of greater than forty-five (45) days following approval of the invoice through no fault of the Contractor, the Contractor may, after fifteen (15) additional days, following written notification to the City with no payment received, terminate this agreement.

2.17.2 Defaults by Contractor Defaults by the Contractor, which may result in unilateral termination of the Contract by the City, shall include failure to perform services or failure to meet other obligations of this contract.

Natural catastrophes or other conditions beyond the control of the Contractor that preclude the Contractor from performing obligations of this Contract shall not be cause for penalty or termination.

2.17.3 Mutual Termination. By mutual agreement of the City and the Contractor, this agreement may be terminated at any time.

3. FINANCIAL PROVISIONS

3.1 Compensation. City of Sedro-Woolley shall pay \$2.69 (Two dollars, Sixty-nine cents) per cubic yard of brush and wood waste to the Contractor to grind and leave the brush and remove the wood waste collected by City of Sedro-Woolley from the public. This value reflects fuel, equipment wear and amortization, labor, insurance, and all other costs incurred by the Contractor.

City of Sedro-Woolley and the Contractor may negotiate price adjustments, and adjustments to the specifications of brush and wood wastes as a reflection of market changes.

3.2 Locations. Payment will be made to the Contractor for provision of grinding and removal of brush and wood waste at the City of Sedro-Woolley Solid Waste Complex located at 315 Sterling Street, Sedro-Woolley, Washington.

3.3 Payments. City of Sedro-Woolley shall pay for actual services rendered, and shall make payment within thirty (30) days upon receipt of the Contractor invoice. Ten percent of the invoiced total will be retained until the pile is removed per Article 2, Section 5.3. Payments may be withheld for the following reasons:

3.3.1 Damage to or loss of City property, personnel or services; and/or

3.3.2 Persistent failure to carry out the work in accordance with this agreement.

3.4 Payment Procedures.

3.4.1 Time of Payment. Payment for work performed shall be made following each grinding event and on rates set forth in Article 1, Section 3.1. Payments shall be made the month following the satisfactory performance of the work, unless otherwise approved by the Public Works Director, based on a signed invoice from the Contractor and approved by the Public Works Director or his/her designated representative.

3.4.2 Invoices. Signed invoices from the Contractor shall include: The Contractor's name and address, date, total cubic yard for each brush and for wood waste prior to grinding, and the agreed-upon reimbursement rate per Article 1, Section 3.1.

3.5 Adjustment of Payments. During the term of the contract, the City shall

adjust payments to the Contractor annually starting on April 1, 2008. The annual adjustment shall be computed by multiplying the agreed-upon rate in Article 1, Section 3.1, or as it is amended, by 100% of the Consumer Price Index (CPI) change as defined in Article 1, Section 1.2. NOTE: The June 12-month average CPI released in July of the year preceding the year of proposed adjustment shall be used for calculation purposes.

3.6 Changes of Work, Changes in Fees. During the term of the contract, changes in specifications may be necessary due to regulatory, budgetary, market, and/or other factors. The City, without invalidating the contract, may order changes in the work consisting of additions, deletions, or modifications. The contract sum, price schedule and term will be adjusted accordingly. Such changes in the work shall be authorized by written change order signed by the Public Works Director and/or the Mayor. Changes in brush wood waste specifications shall be by mutual agreement of the Contractor and the City.

ARTICLE 2

SCOPE OF SERVICES

1. General Statement of Services. The Contractor shall provide to the City services of grinding brush and wood waste collected by the City from the public and removing same from the City Solid Waste Complex at Sedro-Woolley.

2. Contractor's Overall Responsibility. Contractor-provided services shall include all those activities necessary for or incidental to the grinding of brush and wood wastes collected by the City from the public and removing same from the City Solid Waste Complex at Sedro-Woolley to permitted receiving facilities that further process the ground material for beneficial uses or products.

3. Contractor's Work. The Contractor agrees to provide all of the equipment and staff necessary to do the work required for the grinding and hauling operation subject to this agreement unless otherwise specified in Article 2, Section 6, or elsewhere in this agreement, and to perform such work in a professional manner.

The Contractor's work shall be carried out in a manner that minimizes disruption of public access to solid waste facilities. The Contractor shall treat members of the public in a courteous and professional manner. Unresolved disputes between the Contractor and any member of the public using City solid waste facilities or services shall be referred to the Recycle Coordinator or Solid Waste Manager. Failure of Contractor to comply with these requirements may result in liquidated damages per Article 1, Section 2.16.

The Contractor may remove only designated materials from the Solid Waste Complex unless specified elsewhere in this agreement or by subsequent agreement of the Solid Waste Manager and/or Recycle Coordinator. In all cases, the Contractor shall have obtained any required licenses/permits for handling such materials.

4. Minimum Services. The Sections 1, 2, 3, and 5 comprise a general description of minimum services to be provided by the Contractor under this agreement. The above general description is not comprehensive and is not intended to provide a complete description of those services or describe how the Contractor is to carry out the provisions of those services.

5. Duties of the Contractor.

5.1 General Duties. The Contractor shall supervise and direct the work identified in Article 2, Scope of Services, using Contractor's best skill and attention, and shall be solely responsible for the entire operation, means, methods, techniques, sequences and procedures including all labor, tools, materials, equipment and transportation, and for coordinating all portions of the work under the contract unless otherwise specifically provided for in Article 2, Section 6, or otherwise provided for in the contract documents.

5.2 Maintenance of Contractor's Work Areas. The Contractor shall at all times require its employees to wear appropriate attire and safety equipment with respect to materials being handled. The Contractor shall maintain good order among employees. The Contractor shall be responsible to the City for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

5.3 Removal of Ground Brush and Wood Waste. The Contractor bears the responsibility of removing ground brush and wood waste to facilities that make beneficial use of the material and that are permitted or are approved permit-exempted by applicable jurisdictions. One hundred cubic yards of ground brush and shall be left on site after each grinding event for access by the public. Removal of the ground brush and wood wastes shall begin within seven calendar days and shall be completed within 90 calendar days of the conclusion of a grinding event.

5.4 Chip Size. Chips produced from the grinding of brush and wood waste shall be sized appropriately for subsequent animal bedding, composting, hog fuel or other beneficial uses.

6. Use of City Solid Waste Complex, General Guidelines.

6.1 Compliance With Laws and Restrictions. Contractor shall faithfully observe, perform and comply with all laws, ordinances, rules and regulations of every governmental authority affecting City of Sedro-Woolley property; all easements, reservations, restrictions, covenants and conditions of record affecting or pertaining to City of Sedro-Woolley facilities. The Contractor shall not use, contract, or otherwise permit any person to use City of Sedro-Woolley facilities for or in connection with any unlawful purpose or in any manner that causes a nuisance. The Contractor shall not use, or approve use of, City of Sedro-Woolley facilities in any manner by agreement, contract or other means that would, in the opinion of the Public Works Director and/or the Mayor of the City of Sedro-Woolley, be detrimental to the interests of City of Sedro-Woolley. City of Sedro-Woolley shall, at its sole discretion, determine whether proposed uses of City facilities are detrimental to City of Sedro-Woolley interests. City of Sedro-Woolley shall have oversight authority to modify or disapprove of proposed service agreements, contracts or other obligations regarding use of City facilities that are detrimental to the interests of City of Sedro-Woolley. If the Contractor uses City of Sedro-Woolley facilities in a manner determined to be detrimental to the interests of the City by the above mentioned authorities, the Contractor shall pay all costs incurred by City of Sedro-Woolley as a result of the Contractor actions (including but not limited to attorney fees, court costs, and any other payments required to be made by City of Sedro-Woolley.)

6.2 Permits, Contractor's Responsibility. The Contractor shall bear the responsibility of conforming with all permits required by the Skagit County Health Department and State Department of Ecology pursuant to City of Sedro-Woolley Code 8.08.A. and WAC 173-350, and shall otherwise take all actions necessary to insure compliance with all laws, statutes, and ordinances and to perform pursuant to this agreement.

6.3 Permits, City Responsibility. The City will obtain health and land use permits needed to sanction operation of City-owned facilities for the purposes/activities detailed in this agreement. The Contractor is responsible for maintaining operations according to applicable local, state and federal law and regulations, and removing any part of the operation not permitted for which the Contractor is responsible and which prevents the approval of health and/or land use permits.

6.4 Resources Provided by City. City staff and equipment will be used to move chips from under the grinder elevator to respective piles to allow uninterrupted grinding by the Contractor. There may be temporary delays during periods of heavy public use of the solid waste disposal facility or unexpected equipment breakdown. City will remove and dispose of solid waste or other unacceptable materials that have been separated from the brush and/or wood waste by the Contractor.

6.5 Hours of Operation. The normal hours and days during which the Solid Waste Complex is staffed are: 6:00 a.m. to 2:30 p.m. Mondays through Fridays. Full or partial Holiday closures may apply.

The Contractor may access the Solid Waste Complex for grinding and hauling services during and outside of these hours. The Contractor shall be responsible for the security of the Solid Waste Complex if grinding or hauling outside of staffed hours.

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

CITY OF SEDRO-WOOLLEY

C & S CONSTRUCTION

Mike Anderson, Mayor

By:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

FEB 28 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 33

CITY OF SEDRO-WOOLLEY

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

Memorandum

To: Mayor Mike Anderson and City Council
From: Rick Blair, Director of Public Works/City Engineer
Date: February 23, 2007
Re: Professional Services Agreement
Certified Land Services Corporation



Background Information:

We would like to use Certified Land Services Corporation in acquiring property or property rights owned by Burlington Northern and Santa Fe Railway Company (Burlington Northern).

Property rights are necessary for the realignment of the intersection located at Northern Avenue, Polte Road and Township Street. The City would also be able to move forward in improving the sanitary sewer line and trail located at this intersection.

Recommended Action:

Authorize Mayor Mike Anderson to sign a "Professional Services Agreement" with Certified Land Services Corporation not to exceed \$12,000 as outlined in the attached agreement and scope of work.



PROFESSIONAL SERVICES AGREEMENT No. 07 - _
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 28th day of February, 2007, 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 Certified Land Services Corporation whose address is Attn: Kristin Butterfield, 4535 44th Ave SW, Seattle, WA 98116, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as acquiring property or property rights that are requested by the City.

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

These services shall include:

see Attachment A, the "Scope of Work"; 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 _____, the "Schedule of Work."

4. Delays and Extensions of Time.

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

5. Compensation and Schedule of Payments.

City shall pay the Contractor

\$ _____ per _____, plus an additional sum for costs as normally billed by professionals in the business, including mylars, extra-ordinary postage, copying and transportation, together with applicable sales tax, if any.

pursuant to the schedule set forth on Attachment A, the "Cost estimate."

\$ 12,000 is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.

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

6. Ownership of Records and Documents.

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement. Provided, 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 Sedro-Woolley Business and Occupation License.

10. Liability and Hold Harmless.

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

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

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

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

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

12. Amendments.

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

13. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto 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 Sedro-Woolley from entering into a contract with another person or firm for similar services.

DATED this _____ day of _____, 20____.

CITY OF SEDRO-WOOLLEY
A Washington Municipal Corporation

By: _____
Mayor

Attest:

City Clerk

CONTRACTOR:

By: _____

C E R T I F I E D L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sedro Woolley Northern Ave., Polte Rd. & Township St. Intersection Realignment & Sanitary Sewer Line

Project Overview.

The project consists of acquiring property or property rights in fee, permanent easement or right of way permits on portions of 2 adjacent parcels owned by Burlington Northern & Santa Fe Railway Company ("Burlington Northern").

This scope of work includes the initial determination of Burlington Northern's willingness to sell the required property to the City of Sedro Woolley in fee or permanent easement, and if so, completing the acquisition. If acquisition in fee is not feasible, the scope will consist of acquiring right of way permits from Burlington Northern.

There is no relocation of persons or personal property on this project.

This project is funded with State Public Works Trust Funds requiring strict adherence to Federal Highways Administration policies and procedures as well as all applicable federal, state and local laws including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its amendments, 49CFR Part 24, and state Revised Statutes. Work will be in accordance with the WSDOT Local Agencies Guidelines and by reference the WSDOT Right of Way Manual parts 1 & 2.

CERTIFIED will work closely with all project stakeholders including project managers and staff, engineering project managers and designers, property owners and their representatives and the public.

It is the intention of the consultant to have a project that is certification ready by the time of completion of the task. CERTIFIED staff will work closely with the city to ensure acquisition work is done in accordance with the schedule to ensure timely delivery of completed work product.

C E R T I F I E D
L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sedro Woolley Northern Ave., Polte Rd. & Township St. Intersection Realignment & Sanitary Sewer Line

TASKS
<p>Task 1 - Project Management</p> <p>Assumptions:</p> <ul style="list-style-type: none">• The city will act as general right of way project manager.• CERTIFIED will provide staff management/advisory time for its staff, but will not consider itself in any way the project manager for the project. <p>1.1.1 Prepare a project schedule for the right of way phase. Monitor and update the schedule as needed.</p> <p>1.1.2 Prepare and submit a monthly progress report that will include identification of work performed in the previous month's schedule, measures for mitigating schedule slippage, if necessary, and identification and discussion of potential problems that may arise, including issues resolution.</p> <p>1.1.3 Manage quality in coordination with the prime's Project Manager.</p> <p>1.1.4 Submit detailed monthly invoices.</p>
<p>Task 2 - Preparation</p> <ul style="list-style-type: none">• CERTIFIED staff will review all documents, files, maps, title reports, legal descriptions and other information provided. Errors, questions and clarifications will be reviewed and discussed.
<p>Task 3 - Appraisal</p> <p>Assumptions:</p> <ul style="list-style-type: none">• Appraisals will be necessary if property is acquired in fee or easement. <p>3.1.1 CERTIFIED will hire and manage appraisers who will provide full narrative before and after appraisals for parcels.</p>
<p>Task 4 - Appraisal Review</p> <ul style="list-style-type: none">• Appraisal reviews will be necessary if property is acquired in fee or easement. <p>4.1.1 CERTIFIED will hire and manage review appraisers who will provide review services for any parcels being appraised.</p> <ul style="list-style-type: none">• The city will set just compensation from which offers to the property owners will be made.

C E R T I F I E D
L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sedro Woolley Northern Ave., Polte Rd. & Township St. Intersection Realignment & Sanitary Sewer Line

Task 5 – Administrative

- 5.1.1 CERTIFIED will provide signature ready legal documents that will be used to convey fee rights for all parcels.
- 5.1.2 The city will provide title commitments for each parcel with Schedule B showing exceptions listed.
- 5.1.3 The city will provide all legal descriptions.
- 5.1.4 The city will provide approved right of way and or exhibit maps for the project.
- 5.1.5 CERTIFIED staff will maintain all records, files, documents and reports in accordance with statutory and city guidelines and regulations.
- 5.1.5 CERTIFIED will provide the city with written status reports on a monthly basis and will provide verbal status reports on demand, as requested.
- 5.1.6 CERTIFIED will provide the city with a password to a secured web based FTP site for access to real time status reports and document files.

Task 6 - Negotiation

Assumptions:

- CERTIFIED agents will act in good faith at all times.
 - CERTIFIED staff will never coerce owners in an attempt to settle parcels
 - CERTIFIED will provide Administrative Settlement Letters for all requested administrative settlements to be reviewed and approved by the city.
 - CERTIFIED staff will work whatever hours are necessary, including evenings and weekends, to make themselves available to owners and their representatives.
- 6.1.1 CERTIFIED will prepare offer letters for all parcels.
 - 6.1.2 CERTIFIED agents will make at least 3 personal contacts with each owner with the intent of reaching settlement for the conveyance of property or property rights needed from each parcel. As many contacts as needed to reach settlement will be made, until it is mutually agreed between the city and CERTIFIED that negotiations should be suspended or given to the city Attorney to pursue eminent domain actions.
 - 6.1.3 CERTIFIED staff will explain the city's offer verbally and in writing.
 - 6.1.4 CERTIFIED staff will provide detailed written diaries for each parcel.
 - 6.1.5 CERTIFIED staff will transmit organized parcel files containing all pertinent information, documents, forms, diaries, and Disclaimer Statements.
 - 6.1.6 CERTIFIED will prepare all documents and files in strict adherence to federal and statutory regulations, rules and laws.
 - 6.1.7 CERTIFIED staff will prepare a condemnation summary memo for any parcel that the city deems it is necessary to acquire through the exercising of its power of eminent domain.

Task 6 – Relocation

Assumptions:

- There are no relocations on this project.
- Sign relocations, if any, will be considered cost to cure items addressed in appraisals and negotiations.

C E R T I F I E D
L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sedro Woolley Northern Ave., Polte Rd. & Township St. Intersection Realignment & Sanitary Sewer Line

Task 7 - Closing and Conveyance

Assumptions:

- Title Clearance is not required on parcels valued under \$10,000 according to state and federal funding source requirements.
- CERTIFIED will clear any liens and encumbrances that are in conflict with the city's intended use of the right of way acquired to ensure certification and that there are no conflicts of ownership or use of the land required during construction.
- The city will pay property owners and/or lienholders/encumbrancers for any property or property rights acquired through the closing process.

7.1.1 CERTIFIED staff will review title for each parcel.

7.1.2 CERTIFIED will prepare any documents needed for clearing any liens or encumbrances as noted above.

7.1.3 CERTIFIED will provided the city with complete files at the close of negotiations for each parcel. Included in our transmittal packages will be conveyance documents ready for the city to record.

COST ESTIMATE

This proposal is based on charging only for those hours worked. The outline of tasks and hours provided above are a guide to our understanding and approach to work.

PROJECT MANAGEMENT

Senior Project Manager 8 hours @ \$154 per hour = \$1,232

NEGOTIATION

Senior Acquisition Agent: 80 hours @ \$95 per hour = \$7,600

Administrative Support 4 hours @ \$55 per hour = \$220

TITLE CLEARANCE

Senior Acquisition Agent: 15 hours @ \$95 per hour = \$1,425

TITLE REPORTS/PAYMENT TO OWNERS

Title Reports will be provided by the city and are not included in this cost estimate. The overall project scope of work calls for the city pay directly for payments of just compensation to the property owners.

APPRAISAL

Appraisal cost estimates will be obtained if acquisition is to be in fee.

APPRAISAL REVIEW

Appraisal Review cost estimates will be obtained if acquisition is to be in fee.

REIMBURSABLES

In addition to the above costs, reimbursable costs such as mileage, postage, phone and fax charges, or other reasonable costs will be billed at straight cost.

Estimated Reimbursables = \$1,000

TOTAL ESTIMATED COSTS = \$11,477

C E R T I F I E D
L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sedro Woolley Northern Ave., Polte Rd. & Township St. Intersection Realignment & Sanitary Sewer Line

NOTE:
IT IS OUR COMMITMENT TO PROVIDE YOU WITH EFFECTIVE AND COST EFFICIENT SERVICE. SINCE WE WERE ASKED TO PROVIDE A NOT TO EXCEED COST ESTIMATE, WE HAVE PROVIDED THIS ESTIMATE FOR YOUR BUDGETING PURPOSES. ALTHOUGH IT CANNOT BE GUARANTEED, IT IS OUR GOAL TO DELIVER THIS PROJECT WELL WITHIN THE ABOVE TOTAL ESTIMATED COSTS. WE WILL UNDER NO CIRCUMSTANCES EXCEED THIS ESTIMATE WITHOUT YOUR FULL CONSENT AND APPROVAL.

BILLS WILL BE SUBMITTED BY THE 10TH OF EACH MONTH. STATUS REPORTS AND EXPENSE REPORTS WILL BE SUBMITTED WITH EACH INVOICE.

Authorization

The scope of services and contractual conditions as described in this proposal are accepted and CERTIFIED Land Services Corporation is authorized to proceed.

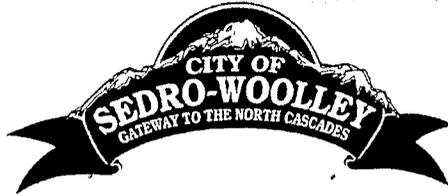
By _____
Signature* **Printed Name**

For _____
Firm/Municipality* **Date**

*Name of person with contractual authority and firm responsible for payment of CERTIFIED Land Services Corporation billing.

FEB 28 2007

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



RESOLUTION NO. 734-07

**A RESOLUTION CONGRATULATING THE SEDRO-WOOLLEY WRESTLERS
FOR BEING THE FIRST TEAM IN THE STATE TO HAVE SIX CONSECUTIVE STATE
CHAMPIONSHIP TITLES**

WHEREAS, the Sedro-Woolley wrestlers made history on February 17, 2007 by winning another team title at the state tournament, making this their sixth consecutive state title;

WHEREAS, a majority of the City Council of the City of Sedro-Woolley desires to congratulate and honor the Sedro-Woolley wrestlers for their recent triumph and victory in the state championships; Now, Therefore;

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

The City Council does hereby congratulate and honor the Sedro-Woolley wrestlers for making history with their sixth straight state title.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 28th day of February, 2007.

Mike Anderson, Mayor

Ted Meamber, Councilman

Tony Splane, Councilman

Louis Requa, Councilman

Hugh Galbraith, Councilman

Pat Colgan, Councilman

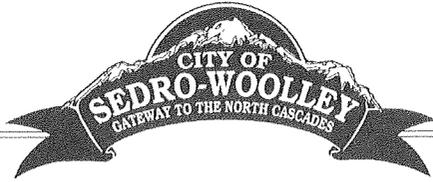
Rick Lemley, Councilman

Dennis London, Councilman

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 28 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 10



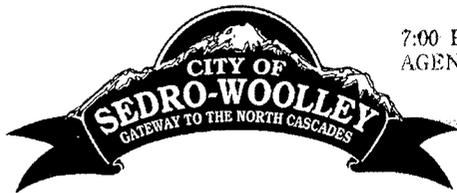
SUBJECT: PUBLIC COMMENT

Name :
Address :
Narrative :

PUBLIC HEARING(S)

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 28 2007



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

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

Eron M. Berg
City Attorney

MEMO TO: City Council
RE: Proposed Resolution 735-07 declaring certain items surplus
DATE: February 28, 2007

ISSUE: Should the Council approve the attached resolution declaring two police vehicles surplus, directing the mayor to sell one and to transfer the other to Skagit Valley College?

BACKGROUND: The Police Department has indicated that both of these vehicles are no longer needed by the department. The department requests that the car be donated via an intergovernmental transfer to Skagit Valley College for training purposes and that the motorcycle be sold for market price.

Before the intergovernmental transfer can be made, the City is required to hold a public hearing.

RECOMMENDATION: Following a public hearing, motion to approve Resolution 735-07.

RESOLUTION NO. 735-07

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION

WHEREAS, the City has purchased the property and/or equipment identified herein; and

WHEREAS, the property and/or equipment identified is surplus to the needs of the City; and

WHEREAS, the City desires to donate one or more items of property and/or equipment via an intergovernmental transfer to Skagit Valley College; and

WHEREAS, the City Council has held a public hearing consistent with RCW 39.33.020 to take testimony regarding the proposed intergovernmental transfer; now, therefore,

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

Section 1. The City Council does hereby declare the following to be surplus:

<u>License</u>	<u>VIN</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Mileage</u>
16226D	1G1BL52P4SR123153	1995	Chev	Caprice	96,000+
0325EX	1HD1FHR14WY624485	1998	Harley Davidson	FLHRI	24,000

Section 2. The Mayor is directed to sell the 1998 Harley Davidson motorcycle for the best available price in any manner he determines to be in the best interest of the City and execute any necessary paperwork to effectuate the transfer.

Section 3. The Mayor is directed to transfer ownership of the 1995 Chevrolet to Skagit Valley College and execute any necessary paperwork to effectuate the transfer.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 28th day of February, 2007

Mike Anderson, Mayor

Attest:

Patsy Nelson, Clerk/Treasurer

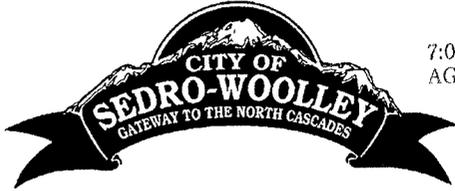
Approved as to form:

Eron Berg, City Attorney

UNFINISHED BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 28 2007



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 10

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

Eron M. Berg
City Attorney

MEMO TO: City Council
RE: Revisions to SWMC 9.46 criminalizing repeated violations of the noise ordinance
DATE: February 28, 2007

ISSUE: Should the Council approve the attached ordinance which adds a criminal penalty for repeat offenders of the City's noise ordinance?

BACKGROUND: SWMC 9.46 currently penalizes violators of the noise ordinance with increasing fines for the first, second and third violations. The fourth and subsequent violations are assessed the same fine as the third violation.

The monetary fine alone does not appear to be effective in deterring repeat offenders' conduct. As a result, the Police Chief, Prosecutor and I met and discussed alternatives: this amendment to SWMC 9.46 seems to be the most effective mechanism deterring repeated violations of the noise ordinance.

RECOMMENDATION: Motion to adopt the draft ordinance amending SWMC 9.46 making repeated violations of the public disturbance noise ordinance a crime.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SWMC 9.46 MAKING REPEATED VIOLATIONS OF THE PUBLIC
DISTURBANCE NOISE ORDINANCE A CRIME

Whereas, SWMC 9.46 defines public disturbance noise and establishes penalties for the commission of prohibited acts, and

Whereas, SWMC 9.46.040 establishes those penalties to include civil infractions in an increasing amount for repeated violations, and

Whereas, the City Council desires to make the fourth and subsequent violations of the public disturbance noise ordinance within one year crimes,

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DO HEREBY
ORDAIN AS FOLLOWS:

Section 1. SWMC 9.46 is amended to include the following new section:

9.46.050 Repeated violations are crimes.

Any person, firm or corporation who violates any of the provisions of this chapter more than three times in any twelve month period of time shall have committed a crime which shall be punishable as set forth in Section 9.86.010.

Section 2. SWMC 9.46.040C. is amended to read as follows:

9.46.040C. Upon a third violation, a fine of not more than five hundred dollars.

Section 3. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 4. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

Passed and approved this 28th day of February, 2007.

MAYOR

Attest:

City Clerk

Approved as to form:

City Attorney