

Next Ord: 1590-07

Next Res: 760-07

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

November 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 Joint Meeting with Planning Commission)
 - b. Finance
 - Claim Vouchers #61961 to #62074 for \$132,912.05
 - Payroll Warrants #41400 to #41497 for \$156,484.98
 - c. Contract - The Language Exchange Inc.
 - d. Waldron Street Vacation Agreement
 - e. Interlocal Agreement - State of Washington Dept. of General Administration for CIPP sewer rehabilitation project for the McGarigle line (Township to Northern State)
4. Swearing in of newly elected Officials
 5. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARING

6. Ordinance - Vacation of a portion of Waldron Street
7. Ordinance - 2008 Budget (2nd Reading)

UNFINISHED BUSINESS

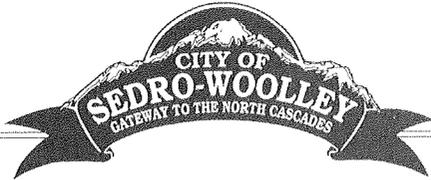
8. City Hall Update
9. F&S Grade Road/Highway 20 Update (*status unchanged*)
10. Proposed Revisions to SWMC 15.04, updating to currently adopted State Codes (2nd Reading)

NEW BUSINESS

11. Utility Rates/Fees (*discussion only*)
12. New police evidence/city off-site records building (*authorization to bid – plans will be at meeting*)
13. Ordinance - Proposed Amendment to SWMC 17.50.030 - Landscaping
14. Resolution - Small Works Roster & MRSC Joint Purchasing
15. Skagit County Economic Development Grants

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION/YES



DATE: November 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 November 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.

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
Joint Meeting of the City Council and Planning Commission
November 14, 2007 – 7:00 P.M. – Community Center

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

Pledge of Allegiance

ROLL CALL: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Clerk/Treasurer Nelson, Attorney/Supervisor Berg, Engineer Freiburger (Late), Planner Moore, Police Chief Wood and Asst. Fire Chief Olson.

Consent Calendar

- Minutes from Previous Meeting (including November 6, 2007 Work Session)
- Finance
 - Claim Vouchers #61797 to #61960 for \$934,573.63
 - Payroll Warrants #41302 to #41399 for \$209,543.38
- Waiver of Fees – Community Center – Central Elementary Parent Group – March 21, 2008
- Request for Out of State Training – Police Department
- Contract – Humane Society of Skagit Valley for 2008
- Contract – Westlaw – On-Line Legal Research Services
- Contract – Jennifer Bouwens – Prosecutor Services for 2008
- Bid Award – 2007 Borseth Sewer Project
- Bid Award – 2007 Roadway Seal Project
- Resolution #759-07 – Declaring Certain Property as Surplus and Authorizing its Disposition

Councilmember Splane questioned the price of Item F – Contract – Westlaw – On-Line Legal Research Services.

Councilmember Meamber moved to approve the consent calendar. Councilmember Requa seconded. Motion carried (7-0).

Special Presentation – Shane Walley – 30 Year Employee Award

Mayor Anderson presented Shane Walley, Public Works employee with a plaque in appreciation for his 30 years of employment with the City of Sedro-Woolley.

Public Comment

Earnest Taylor – 809 Waldron St., addressed the Council regarding the Rite Aid project and their practice of using containers for additional storage. He also addressed the need for an 8 ft. fence to shield the containers from the residential area and addressed the condition of Waldron Street and requested the street be repaired.

Council discussion ensued regarding Taylor's concerns.

Engineer Freiberger arrived and joined the staff bench.

K.B. Johnson – 889 Carriage Court, requested Council support for the proposed County shooting range to be located at Lake Cavanaugh. Johnson stated he is interested in shooting as a sport and presented information on the benefits and need for a range within Skagit County.

Brett Sandstrom – 432 Talcott St., reported of some vandalism and graffiti within the downtown area and questioned how the City was responding to these recent acts of vandalism.

Mayor Anderson noted the respective property owners have been notified and some are taking steps for repairs. Police Chief Wood stated they have apprehended the suspect of the recent acts and the suspect is also believed to be behind other incidents. Wood spoke of on-going gang training and the implementation of a program for the senior volunteers to help with clean up.

UNFINISHED BUSINESS

City Hall Update

City Attorney/Supervisor Berg reviewed the cost estimates from Puget Sound Energy and four actions necessary in order to proceed with the moving of the pole. Berg noted that everything else is progressing on schedule and offered tours to any Councilmembers that might be interested.

Councilmember Lemley made a motion to approve MPR 23R, the easement for PSE and the Verizon costs, contingent upon receiving and approving the PSE costs and to approve the Schedule 74 contract with PSE in the maximum amount of \$35,818 and subject to review and approval by the City Attorney. Seconded by Councilmember Meamber. Motion carried (7-0).

F&S Grade Road/Highway 20 Update (*status unchanged*)

Attorney/Supervisor Berg reported a visit with WSDOT regarding the traffic count which favors a round-a-bout. He noted that Engineer Freiberger has requested the numbers for his review.

Ordinance – Adopting a Fee Waiver Policy for City owned Park Facilities (2nd Reading)

Attorney/Supervisor Berg discussed the definitions section of the proposed ordinance.

Councilmember Galbraith moved to pass Ordinance #1588-07 An Ordinance Adopting a Fee Waiver Policy for the Use of City Owned Park Shelters, The Community Center and Other Rented Facilities, to include Sedro-Woolley School District boundaries under “Community Groups” definitions. Seconded by Councilmember Colgan. Motion carried (7-0).

Ordinance – 2008 Salary Ordinance (2nd Reading)

Councilmember Lemley moved to approve Ordinance No. 1589-07 An Ordinance Establishing the Salaries and Wages for Elected Officials, Union (Guild) and Non-Union Employees of the City of Sedro-Woolley, Washington, for the Fiscal Year Beginning January 1, 2008. Seconded by Councilmember Requa. Motion carried 7-0).

NEW BUSINESS

2008 Budget (1st Reading)

a. Budget Update

Clerk Treasurer Nelson reviewed changes that were made to the budget as a result of the last meeting. She noted adjustments were made in the Sewer, Building Department, Executive and ER&R budgets. She also noted the addition of Skagit Domestic Violence to the budget.

b. Budget Ordinance

Nelson reviewed the budget ordinance and noted the budget is more than the 2007 budget due to the City Hall and Public Works Trust Fund Construction. She noted the next meeting will be the second reading of the budget ordinance.

Proposed Revisions to Ordinance 15.04, updating to currently adopted State Codes (1st Reading)

Planner Moore reviewed the proposed revision to Ordinance 15.04 to reflect the state adoption of the 2006 editions of the codes the City currently uses along with local amendments. Moore stated this is the first reading only.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – reported there have been 4 officers that have been sent to gang training with additional training scheduled along with the School District in order to learn and come up with ideas to deal with the situation.

Asst. Fire Chief Olson – reported on their assistance with the Lyman Church fire and their emphasis program for changing and checking batteries in smoke detectors.

Planner Moore – announced the removal of the exterior covering in front of Independence Hall which was a result of a Council concern.

Engineer Freiburger – thanked the Council for allowing him to attend his first official Council meeting and noted he will be having reports on a regular basis on the projects that are happening. He passed out his first report stating they will become more comprehensive as time goes. He also passed out a report from Ray Melton, Street Department foreman which covers the status of the storm drainage cleaning within the City.

Attorney/Supervisor Berg – addressed the process for the administration of the Oath of Office to the newly elected Councilmembers.

Clerk/Treasurer Nelson – pointed out an article in the back of the Council packets from Standard & Poors regarding bond ratings which mentions Sedro-Woolley. She also noted the final report from the State Auditors has been received she stated if any Councilmember did not receive their own copy to please see her.

Attorney/Supervisor Berg – noted the need for a short executive session immediately following the Joint Planning/Council meeting.

Councilmember Meamber – announced a donation to the Helping Hands Food Bank of approx \$7,000 from the Sedro-Woolley Rotary Club.

Councilmember Requa – stated the Sedro-Woolley Rotary Club will be contributing \$5,000 for fencing around the Stiles property at Riverfront Park. Requa noted it will be a hands-on project anticipated to be completed sometime next spring.

Councilmember Colgan – thanked the Police Department with traffic control on State Street.

The meeting adjourned for a 5 minute break at 8:07 P.M.

The meeting reconvened at 8:18 P.M. with Planning Commission members joining the Council bench for the scheduled Joint Planning Commission/Council meeting.

Planning Commissioners Present: Dan Lefeber, Pat Huggins, Susie Williams, Rick Judd and Brett Sandstrom.

Planner Moore introduced Jim Hanson of Hanson Consulting who has been working with the City to update the planning procedures and development ordinances in order to streamline the process and to make them more user friendly.

Jim Hanson spoke of the benefits of a streamlined process in order to attract new business into the community. He reviewed the process for his review of the current process, goals for the planning procedures and recommended changes in the review authority which included a Hearing Examiner process, appeal procedure and submittal requirements for various permits issued by the City of Sedro-Woolley. Hanson spoke of the advantages of having a Hearing Examiner.

Discussion ensued to include interaction with the Planning Commission, cost of a Hearing Examiner, pass through billing and the intent to be business and resident friendly.

Councilmember Requa spoke in length regarding his experience of working with Hearing Examiners and predictability of the process. He addressed the benefits, enticement to developers and businesses and a better ability of the Planning Commission to focus on long-range planning.

Commissioner Huggins spoke of the lack of time for the long range planning of which he as a Commissioner would like to spend more of his time on. He also noted the Planning Commission had proposed the use of a Hearing Examiner with the Comprehensive Plan Update approximately 2 1/2 years ago.

Commissioners Lefeber and Judd concurred with Huggins on the benefits of a Hearing Examiner. Commissioner Williams questioned the difference and role of the Planning Commission with a Hearing Examiner.

Attorney/Supervisor Berg explained the working of the Planning Commission with the addition of a Hearing Examiner.

Williams addressed the short review time of the information received and the lack of Planning Commission meetings for the past two months and stated she believes the time could have been spent on training and reviewing information for the benefit of the newer Commission members.

Commissioner Sandstrom noted his vision of his role as a Planning Commissioner which was in line with the comments of Commissioners Huggins, Lefeber and Judd.

Associate Planner Coleman noted the Planning Commission is also responsible for Design Review which would continue under a plan that would incorporate a Hearing Examiner.

Commissioner Huggins questioned the differences between a 9 lot short plat versus a 4 lot short plat and commented on communications of Council revisions to what the Planning Commission has recommended.

Discussion was held regarding education for Planning Commission members, rules for proceedings, code city term regulations, Notice of Application of Developments distance requirements,

Hanson noted the document for review is a preliminary draft and changes can be easily made. Planner Moore noted the next step will be to continue to work with Hanson to further refine the document. It would then be reviewed by the Planning Commission for their official review and comments along with a public hearing. After those steps are completed it would be forwarded to the City Council for final review and adoption.

Councilmember Requa commented on the significance of the proposed document and suggested that all Council and Commission members review the documents, make and forward their comments to Planner Moore and all of the comments be available to both boards for discussion.

Planner Moore requested all comments be submitted to him no later than December 1, 2007.

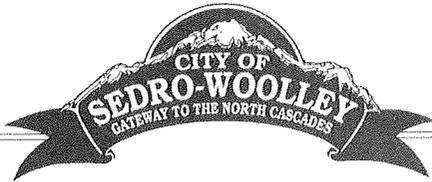
Mayor Anderson closed the Joint Planning Commission/Council meeting at 9:08 P.M.

The meeting was adjourned to Council executive session for the purpose of personnel for 15 minutes at 9:09 P.M.

The meeting reconvened at 9:40 P.M.

Councilmember Lemley moved to adjourn. Councilmember Galbraith seconded. Motion carried (7-0).

The meeting adjourned at 9:41 P.M.



DATE: November 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 November 28, 2007.

Motion to approve Claim Vouchers #61961 to #62074 in the amount of \$132,912.05.

Motion to approve Payroll Warrants #41400 to #41497 in the amount of \$156,484.98.

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

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61961	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	1,260.00
		MISC-FILING FEES/LIEN EXP	SAN	980.00
		WARRANT TOTAL		2,240.00
61962	ACTION COMMUNICATIONS INC	MACHINERY AND EQUIPMENT	FD	1,621.48
		WARRANT TOTAL		1,621.48
61963	ADVANCE TRAVEL	TRAVEL	PD	144.00
		WARRANT TOTAL		144.00
61964	ALL-PHASE ELECTRIC	MAINT OF GENERAL EQUIP	SWR	56.15
		WARRANT TOTAL		56.15
61965	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES	PD	74.20
		OPERATING SUPPLIES	FD	60.32
		OPERATING SUPPLIES	SAN	151.20
		WARRANT TOTAL		285.72
61966	ANDERSON, MIKE	MEALS/TRAVEL	EXE	23.27
		WARRANT TOTAL		23.27
61967	ARAMARK UNIFORM SERVICES	LAUNDRY	CS	31.58
		MISC-LAUNDRY	PL	16.19
		MISC-LAUNDRY	PL	19.06
		LAUNDRY	SWR	21.93
		LAUNDRY	SWR	29.49
		WARRANT TOTAL		118.25
61968	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	6,769.80
		WARRANT TOTAL		6,769.80
61969	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	105.21
		AUTO FUEL/DIESEL	FD	367.43
		VEHICLE FUEL / DIESEL		525.47
		WARRANT TOTAL		998.11
61970	AQUA-TERR SYSTEMS INC	PROF SERVICES REIMBURSABLE	PLN	350.00
		WARRANT TOTAL		350.00
61971	AT&T MOBILITY	TELEPHONE	PD	711.50
		WARRANT TOTAL		711.50
61972	BANK OF AMERICA	TRAVEL	PD	252.76
		WARRANT TOTAL		252.76
61973	BANK OF AMERICA	MEALS/TRAVEL	EXE	24.99
		MEALS/TRAVEL	EXE	22.87
		MEALS/TRAVEL	EXE	30.00
		MEALS/TRAVEL	EXE	20.47
		WARRANT TOTAL		98.33
61974	BARNETT IMPLEMENT CO. INC	OPERATING SUPPLIES	PL	175.66

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	PL	26.99
		WARRANT TOTAL		202.65
61975	BANK OF AMERICA	REPAIRS/MAINT-BUILDING	SAN	327.48
		OFFICE SUPPLIES	SAN	81.84
		OFFICE SUPPLIES	SAN	980.09
		WARRANT TOTAL		1,389.41
61976	BANK OF AMERICA	MISC-SUMMER READ PROGRAM	LIB	139.17
		WARRANT TOTAL		139.17
61977	BANK OF AMERICA	OPERATING SUPPLIES	CS	177.83
		OPERATING SUPPLIES	FD	121.95
		ADVERTISING-FIRE PREV/EDUC	FD	235.65
		TRAINING FACILITIES	FD	305.00
		WARRANT TOTAL		840.43
61978	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES	PD	80.21
		OFFICE/OPERATING SUPPLIES	PD	5.96
		OPERATING SUPPLIES	FD	80.22
		OPERATING SUPPLIES	FD	5.96
		WARRANT TOTAL		172.35
61979	BERG VAULT COMPANY	OP. SUPPLIES - STORM DRAIN	PL	456.00
		LINERS	PL	1,520.00
		WARRANT TOTAL		1,976.00
61980	BIGGAR, ROB DBA	PROFESSIONAL SERVICES	SWR	1,232.00
		WARRANT TOTAL		1,232.00
61981	BLUMENTHAL UNIFORM & EQUIP	MACHINERY & EQUIPMENT	PD	471.70
		MACHINERY & EQUIPMENT	PD	314.61
		WARRANT TOTAL		786.31
61982	BOULDER PARK, INC	SOLIDS HANDLING	SWR	3,629.67
		WARRANT TOTAL		3,629.67
61983	BOUWENS, JENNIFER A.	PROSECUTING ATTY	JUD	2,500.00
		WARRANT TOTAL		2,500.00
61984	BROWN & COLE STORES	OPERATING SUPPLIES	FD	12.06
		REPAIRS/MAINT-DORM	FD	15.17
		WARRANT TOTAL		27.23
61985	CARLETTI ARCHITECTS P.S.	ARCHITECT & ENGINEERING	CH	3,357.90
		WARRANT TOTAL		3,357.90
61986	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	408.46
		PUBLIC UTILITIES	FD	1,677.80
		PUBLIC UTILITIES	LIB	162.04
		PUBLIC UTILITIES	PL	267.63
		PUBLIC UTIL - COMM CENTER	PL	141.51

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTIL - SENIOR CENTER PL		500.87
		PUBLIC UTIL - HHS	PL	34.98
		PUBLIC UTILITIES	SWR	104.86
		PUBLIC UTILITIES	SAN	414.88
		WARRANT TOTAL		3,713.03
61987	CINTAS CORPORATION #460	UNIFORMS	FD	42.24
		WARRANT TOTAL		42.24
61988	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	90.85
		OPERATING SUPPLIES	PL	35.59
		OPERATING SUPPLIES	PL	32.34
		OPERATING SUPPLIES	PL	15.11
		WARRANT TOTAL		173.89
61989	CONCRETE NOR'WEST, INC.	MAINTENANCE OF LINES	SWR	141.54
		WARRANT TOTAL		141.54
61990	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
61991	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	39.58
		REPAIR & MAINT - AUTO	PD	71.18
		WARRANT TOTAL		110.76
61992	CRYSTAL SPRINGS	OPERATING SUPPLIES	CS	55.72
		OPERATING SUPPLIES	FD	85.89
		OPERATING SUPPLIES	PL	50.94
		OPERATING SUPPLIES	SWR	86.69
		OPERATING SUPPLIES	SAN	33.96
		WARRANT TOTAL		313.20
61993	DAILY JOURNAL OF COMMERCE	LEGAL PUBLICATIONS	SWR	518.00
		WARRANT TOTAL		518.00
61994	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	76.00
		SUPPLIES	FIN	38.00
		OFFICE/OPERATING SUPPLIES	PD	76.00
		WARRANT TOTAL		190.00
61995	DAY WIRELESS SYSTEMS INC	REPAIRS/MAINT-EQUIP	FD	37.81
		WARRANT TOTAL		37.81
61996	DIVERSINT	PORTABLE EQUIPMENT	SWR	314.71
		WARRANT TOTAL		314.71
61997	E & E LUMBER	OPERATING SUPPLIES	PL	40.10
		OPERATING SUPPLIES	PL	55.86
		OPERATING SUPPLIES	SWR	6.79
		REPAIRS/MAINT-BUILDING	SAN	20.94
		WARRANT TOTAL		123.69

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
61998	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	612.00
		WARRANT TOTAL		612.00
61999	EMERGENCY MEDICAL	OPERATING SUPPLIES	FD	107.49
		WARRANT TOTAL		107.49
62000	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	ENG	20.00
		WARRANT TOTAL		20.00
62001	FEDERAL EXPRESS CORP.	OPERATING SUPPLIES	SWR	42.65
		WARRANT TOTAL		42.65
62002	FRONTIER BUILDING SUPPLY	REPAIRS/MAINT-COMM CENTER	PL	150.88
		WARRANT TOTAL		150.88
62003	GARDNER ELECTRONICS	MACHINERY AND EQUIPMENT	FD	97.20
		WARRANT TOTAL		97.20
62004	GLENN B. ALLEN AWARDS	SUPPLIES	EXE	32.40
		SUPPLIES	FIN	6.48
		SUPPLIES	ENG	6.48
		WARRANT TOTAL		45.36
62005	GEOTIVITY INC.	PROF SVS-ENGINEERING	SWR	416.00
		WARRANT TOTAL		416.00
62006	GUARDIAN NW TITLE & ESCROW	PROFESSIONAL SERVICES	LGL	108.00
		WARRANT TOTAL		108.00
62007	GUARDIAN SECURITY	FIRE/THEFT PROTECTION	FD	26.50
		REPAIRS/MAINT-COMM CENTER	PL	124.20
		WARRANT TOTAL		150.70
62008	HELDREF PUBLICATIONS	BOOKS, PERIOD, RECORDS	LIB	169.60
		WARRANT TOTAL		169.60
62009	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	164.83
		WARRANT TOTAL		164.83
62010	HONEY BUCKET	OPERATING SUPPLIES	PL	72.70
		OP. SUPPLIES - GOLF	PL	103.34
		WARRANT TOTAL		176.04
62011	HOWSON, JENNIFER	ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		150.00
62012	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	180.80
		WARRANT TOTAL		180.80
62013	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	327.13
		BOOKS, PERIOD, RECORDS	LIB	10.69
		BOOKS, PERIOD, RECORDS	LIB	12.16

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BOOKS, PERIOD, RECORDS	LIB	150.73
		WARRANT TOTAL		500.71
62014	INTEK NORTHWEST, INC.	OFFICE SUPPLIES	SAN	172.69
		WARRANT TOTAL		172.69
62015	KATY ISAKSEN ASSOCIATES	PROFESSIONAL SERVICES	SWR	1,695.40
		WARRANT TOTAL		1,695.40
62016	LAKESIDE INDUSTRIES	REPAIRS/MAINT-STREETS	PL	272.43
		WARRANT TOTAL		272.43
62017	LOGGERS AND CONTRACTORS	REPAIRS/MAINT - EQUIP	PL	10.76
		REPAIRS/MAINT-EQUIP	SAN	32.91
		WARRANT TOTAL		43.67
62018	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
62019	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	SWR	93.18
		WARRANT TOTAL		93.18
62020	MOTOR TRUCKS, INC.	REPAIRS/MAINT - EQUIP	PL	120.06
		WARRANT TOTAL		120.06
62021	MOUNT VERNON, CITY OF	SUPPLIES	LIB	12.00
		WARRANT TOTAL		12.00
62022	MURRELL HICKEY & ASSOC	OPERATING SUPPLIES	SWR	67.20
		WARRANT TOTAL		67.20
62023	NORTHWEST INFORMATION SERVICES	ARCHITECT & ENGINEERING	CH	1,800.00
		WARRANT TOTAL		1,800.00
62024	NAUTILUS ENVIRONMENTAL	PROFESSIONAL SERVICES	SWR	2,400.00
		WARRANT TOTAL		2,400.00
62025	NEWMAN SIGNS INC	OP. SUPPLIES - TRAFFIC	PL	733.60
		WARRANT TOTAL		733.60
62026	NW LEADERSHIP SEMINAR	TUITION/REGISTRATION	PD	275.00
		WARRANT TOTAL		275.00
62027	OASYS	REPAIR/MAINTENANCE	JUD	129.60
		WARRANT TOTAL		129.60
62028	OFFICE DEPOT	REPAIRS/MAINT-EQUIP	FD	22.49
		SUPPLIES	LIB	355.34
		OPERATING SUPPLIES	PL	37.22
		OFFICE SUPPLIES	SAN	7.83
		WARRANT TOTAL		422.88

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62029	OFFICE OF MINORITY &	PROFESSIONAL SERVICES	ENG	100.00
		WARRANT TOTAL		100.00
62030	OLIVER-HAMMER CLOTHES	CLOTHING	PL	123.12
		SAFETY EQUIPMENT	PL	45.34
		CLOTHING	SWR	247.61
		CLOTHING	SAN	49.64
		CLOTHING	SAN	35.64
		OPERATING SUPPLIES	SAN	140.38
		OPERATING SUPPLIES	SAN	140.38
		WARRANT TOTAL		782.11
62031	OUTWEST UNLIMITED	PROFESSIONAL SERVICES	PL	210.00
		WARRANT TOTAL		210.00
62032	PARAMOUNT SUPPLY COMPANY	MAINT OF GENERAL EQUIP	SWR	292.90
		WARRANT TOTAL		292.90
62033	PAPE MACHINERY	OPERATING SUPPLIES	PL	96.68
		OPERATING SUPPLIES	PL	29.16
		OPERATING SUPPLIES	PL	17.71
		WARRANT TOTAL		143.55
62034	PETROCARD	VEHICLE FUEL / DIESEL		313.44
		WARRANT TOTAL		313.44
62035	PETERSON, DEBRA	SUPPLIES	LIB	351.00
		TRAVEL	LIB	88.85
		WARRANT TOTAL		439.85
62036	PIERCE, DAVE	MACHINERY & EQUIPMENT	PD	214.85
		WARRANT TOTAL		214.85
62037	PITNEY BOWES	POSTAGE	PD	169.50
		POSTAGE	FD	169.50
		WARRANT TOTAL		339.00
62038	PLATT	MAINT OF GENERAL EQUIP	SWR	101.69
		WARRANT TOTAL		101.69
62039	PUBLIC UTILITY DIS. NO.1	PUB UTILITIES-MALL	CS	36.20
		PS - Stormwater		227.14
		PUBLIC UTILITIES	SWR	30.90
		WARRANT TOTAL		294.24
62040	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	281.39
		PUB UTILITIES-MALL	CS	7.23
		PUBLIC UTILITIES	LIB	223.34
		PUBLIC UTILITIES	PL	59.38
		PUBLIC UTILITIES	PL	164.12
		PUBLIC UTIL - STREETLIGHTS	PL	143.31
		PUBLIC UTIL - TRAIN	PL	93.52

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES	SWR	110.97
		PUBLIC UTILITIES	SWR	34.99
		PUBLIC UTILITIES	SAN	159.27
		WARRANT TOTAL		1,277.52
62041	ROHLINGER ENTERPRISES, INC.	MAINTENANCE CONTRACTS	SWR	16.58
		WARRANT TOTAL		16.58
62042	RONK BROTHERS, INC.	REPAIRS/MAINT-EQUIP	FD	207.26
		WARRANT TOTAL		207.26
62043	S.H. FINE WOOD PRODUCTS, INC.	CONTAINERS	SAN	1,728.00
		WARRANT TOTAL		1,728.00
62044	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	68.88
		OPERATING SUPPLIES	SWR	137.21
		WARRANT TOTAL		206.09
62045	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	100.19
		WARRANT TOTAL		100.19
62046	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	14.79
		OPERATING SUPPLIES	PL	6.12
		OPERATING SUPPLIES	PL	52.66
		OPERATING SUPPLIES	PL	7.05
		OPERATING SUPPLIES	PL	35.87
		OPERATING SUPPLIES	PL	7.67
		OPERATING SUPPLIES	PL	120.70
		REPAIRS/MAINT - EQUIP	PL	87.23
		REPAIRS/MAINT - EQUIP	PL	32.15
		WARRANT TOTAL		364.24
62047	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	726.05
		WARRANT TOTAL		726.05
62048	SKAGIT CO. PUBLIC WORKS	BINGHAM PARK BUILDING	PL	2,832.28
		SOLID WASTE DISPOSAL	SAN	44,768.41
		WARRANT TOTAL		47,600.69
62049	SKAGIT CO. PUBLIC WORKS	SKAGIT CO SOLID WASTE	SWR	72.00
		WARRANT TOTAL		72.00
62050	SKAGIT COUNTY SHERIFF	PRISONERS	PD	7,177.69
		PRISONERS	PD	4,173.61
		WARRANT TOTAL		11,351.30
62051	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	PD	23.70
		OPERATING SUPPLIES	SWR	68.90
		OPERATING SUPPLIES	SWR	99.34
		WARRANT TOTAL		191.94
62052	SKAGIT DOMESTIC VIOLENCE	SKAGIT CO DOMESTIC VIOLENCE DV		1,655.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,655.00
62053	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	SWR	279.30
		WARRANT TOTAL		279.30
62054	SPARKLE SHOP LAUNDRIES	MISC-LAUNDRY	FD	41.58
		WARRANT TOTAL		41.58
62055	SPRINT	TELEPHONE	FD	61.29
		WARRANT TOTAL		61.29
62056	STATE AUDITOR'S OFFICE	STATE AUDITING	FIN	851.57
		WARRANT TOTAL		851.57
62057	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
62058	SUMMIT LAW GROUP	PROFESSIONAL SERVICES	PD	450.50
		WARRANT TOTAL		450.50
62059	THOMPSON'S GREENHOUSE	FLOWER DISPLAYS	HOT	129.36
		OPERATING SUPPLIES	SAN	38.48
		WARRANT TOTAL		167.84
62060	TRAIL ROAD EXPRESS LUBE	REPAIRS/MAINT - EQUIP	PL	40.18
		REPAIRS/MAINT - EQUIP	PL	38.02
		REPAIRS/MAINT - EQUIP	PL	38.02
		REPAIRS/MAINT - EQUIP	PL	32.62
		REPAIRS/MAINT - EQUIP	PL	32.62
		REPAIRS/MAINT - EQUIP	PL	37.48
		REPAIRS/MAINT - EQUIP	PL	40.18
		REPAIRS/MAINT - EQUIP	PL	36.67
		REPAIRS/MAINT - EQUIP	PL	32.88
		REPAIRS/MAINT - EQUIP	PL	38.02
		REPAIRS/MAINT - EQUIP	PL	36.13
		WARRANT TOTAL		402.82
62061	TRUE VALUE	REPAIR & MAINTENANCE	CS	12.17
		MACHINERY & EQUIPMENT	PD	20.37
		OPERATING SUPPLIES	FD	7.55
		SUPPLIES & BOOKS	FD	32.38
		OPERATING SUPPLIES	PL	65.82
		OPERATING SUPPLIES	PL	5.93
		OPERATING SUPPLIES	PL	14.34
		SMALL TOOL & MINOR EQUIP	PL	38.86
		OPERATING SUPPLIES	SWR	12.95
		OPERATING SUPPLIES	SWR	9.71
		OPERATING SUPPLIES	SWR	12.95
		PORTABLE EQUIPMENT	SWR	211.67
		REPAIRS/MAINT-BUILDING	SAN	113.79
		REPAIRS/MAINT-BUILDING	SAN	2.79
		REPAIRS/MAINT-BUILDING	SAN	1.39

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS/MAINT-BUILDING	SAN	23.74
		WARRANT TOTAL		586.41
62062	UNITED BLOWER INC.	MAINT OF GENERAL EQUIP	SWR	584.63
		WARRANT TOTAL		584.63
62063	UNITED GENERAL HOSPITAL	PRISONERS	PD	334.00
		WARRANT TOTAL		334.00
62064	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	1,496.50
		WARRANT TOTAL		1,496.50
62065	USA BLUE BOOK	MAINT OF GENERAL EQUIP	SWR	539.91
		OPERATING SUPPLIES	SWR	27.25
		OPERATING SUPPLIES	SWR	16.74
		WARRANT TOTAL		583.90
62066	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	63.60
		WARRANT TOTAL		63.60
62067	VALLEY AUTO SUPPLY	MAINTENANCE OF VEHICLES	SWR	86.29
		OPERATING SUPPLIES	SWR	37.25
		OPERATING SUPPLIES	SWR	14.35
		SMALL TOOLS & MINOR EQUIP	SAN	113.39
		WARRANT TOTAL		251.28
62068	VERIZON NORTHWEST	TELEPHONE	JUD	191.00
		TELEPHONE	FIN	477.45
		TELEPHONE	FIN	56.78
		TELEPHONE	PLN	95.50
		TELEPHONE	PLN	32.20
		TELEPHONE	ENG	95.50
		TELEPHONE	ENG	32.20
		TELEPHONE	PD	253.66
		TELEPHONE	PD	1,033.58
		TELEPHONE	INSP	95.50
		TELEPHONE	INSP	32.20
		TELEPHONE - CAMPGROUND	PL	113.04
		TELEPHONE	SWR	44.46
		WARRANT TOTAL		2,553.07
62069	VISTEN, LESLIE	RETIRED MEDICAL	PD	125.00
		WARRANT TOTAL		125.00
62070	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	225.00
		WARRANT TOTAL		225.00
62071	WA STATE PATROL	RENTAL TELETYPE	PD	930.00
		WARRANT TOTAL		930.00
62072	WA ST DEPT OF INFORMATION	DUES/SUBSCRIPTIONS	ENG	1,205.12
		WARRANT TOTAL		1,205.12

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
62073	WOOD'S LOGGING SUPPLY INC	MAINT OF GENERAL EQUIP SWR	56.48
		SMALL TOOLS & MINOR EQUIP SAN	589.93
		SMALL TOOLS & MINOR EQUIP SAN	45.34
		WARRANT TOTAL	691.75
62074	SPANSKI, JUDY	FACILITY RENT - RIVERFRONT	75.00
		WARRANT TOTAL	75.00
		RUN TOTAL	132,912.05

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	46,035.68
105	LIBRARY FUND	2,182.85
108	STADIUM FUND	129.36
110	PUBLIC LANDS 110	10,747.60
331	CITY HALL CONST FUND	5,157.90
401	SEWER FUND	17,504.27
412	SOLID WASTE FUND	51,154.39
TOTAL		132,912.05

CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
11/28/2007 (Printed 11/21/2007 13:29)

DEPARTMENT	AMOUNT
001 000 012	8,332.10
001 000 013	154.00
001 000 014	1,521.13
001 000 015	108.00
001 000 018	1,115.79
001 000 019	477.70
001 000 020	1,686.44
001 000 021	24,582.79
001 000 022	5,548.98
001 000 024	127.70
001 000 062	2,381.05
FUND CURRENT EXPENSE FUND	46,035.68
105 000 072	2,182.85
FUND LIBRARY FUND	2,182.85
108 000 019	129.36
FUND STADIUM FUND	129.36
110 000 000	75.00
110 000 042	10,672.60
FUND PUBLIC LANDS 110	10,747.60
331 000 012	5,157.90
FUND CITY HALL CONST FUND	5,157.90
401 000 035	17,504.27
FUND SEWER FUND	17,504.27
412 000 037	51,154.39
FUND SOLID WASTE FUND	51,154.39
TOTAL	132,912.05



Translation and Interpreting Services

FILED

OCT 26 2007

S-W MUNICIPAL COURT

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 28 2007

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

October 22, 2007

Dear Contract Administrator,

We would like to take the opportunity to thank you for being a valued customer of ours. As the nature of our business is constantly evolving, it is necessary to make some changes to our services agreement. This new agreement will go into effect January 1, 2008.

Enclosed you will find:

- ◆ New services agreement
- ◆ Billing information checklist
- ◆ What an agency does for you
- ◆ Information about written translation services

We are more than happy to negotiate discounts for our services based on volume. If you would like to discuss this further, please contact Tina Hagerty at (360)755-9910 ext 2.

Please return the signed services agreement and the billing information checklist by fax, mail or email (tlebilling@langex.com) as soon as possible.

Please contact us with any questions that you may have. We look forward to continuing to provide you with outstanding service.

Sincerely,

Jaye Stover
President



Translation and Interpreting Services

FILED

OCT 26 2007

S-W MUNICIPAL COURT

The Language Exchange, Inc. has been in business since 1986, providing professional interpreting and translation services for legal, business, technical and industry specific assignments for a large portion of Washington State. Our agency works with over 750 language professionals in more than 85 languages.

Spoken Language Interpreting

Category 1

Spanish
Russian

Category 2

Arabic
Cantonese
Farsi
French
German
Indonesian
Italian
Japanese
Korean
Mandarin
Romanian
Tagalog
Ukrainian
Vietnamese

Category 3

Amharic
Bosnian
Cambodian
Hindi
Laotian
Mixteco
Portuguese
Punjabi
Somali
Thai
Triqui
All other spoken languages

	Minimum Charge	Category 1	Category 2	Category 3
On-site Medical	1 hour	\$45.00/hr	\$45.00/hr	\$60.00/hr
On-site Non-Technical	1 hour	\$50.00/hr	\$50.00/hr	\$65.00/hr
Technical/Legal/Mental Health	1 hour	\$55.00/hr	\$60.00/hr	\$65.00/hr
Groups/Meetings/Seminars	2 hours	\$55.00/hr	\$65.00/hr	\$70.00/hr
Telephonic	10 minutes	\$1.75/min	\$1.75/min	\$1.75/min
Appointment Set-up	Flat fee	\$10.00	\$10.00	\$10.00

Additional information for Spoken Language Appointments:

- ◆ If mileage is over 15 miles, one way, it will be billed at the state reimbursement rate. Every effort is made to find the closest possible interpreter and avoid mileage charges.
- ◆ Exceptions may be made to the above rates. If there is an exception you will be notified in writing.
- ◆ Indigenous languages, i.e. Mixteco, Triqui, etc., may need to be teamed with a Spanish interpreter. If this is the case, you will be given a written quote for that appointment.

The Language Exchange, Inc.
PO Box 750, Burlington, Wa 98233
Phone (360)755-9910 fax (360)755-9919
www.langex.com

Court Interpreting

	Minimum Charge	Spanish Russian	Arabic Cantonese Laotian Mandarin	Korean Vietnamese Somali	Mixteco Triqui Indigenous languages (Team)	All other languages
On-site court and depositions	2 hour	\$55.00/hr	\$79.00/hr	\$89.00/hr	\$119.00/hr	\$74.00/hr
Telephonic	2 hour	\$55.00/hr	\$79.00/hr	\$89.00/hr	\$119.00/hr	\$74.00/hr
Trials	8 hour	\$55.00/hr	\$79.00/hr	\$89.00/hr	\$119.00/hr	\$74.00/hr

Additional information for the above rates:

- ◆ Travel time is billed at the hourly rate. Every effort is made to find the closest possible qualified interpreter.
- ◆ Any appointment requiring a court interpreter will be billed at a 2-hour minimum or the amount of time that was requested, whichever is greater.
- ◆ You will be notified of any exceptions in writing.
- ◆ To combat fatigue and improve accuracy, 2 interpreters may need to be scheduled.

Cancellation policy for court interpreting:

- ◆ Non-trial appointments:
 - Require at least 24-hour notice of cancellation.
 - If less than a 24-hour notice of cancellation is received you will be billed for a 2-hour minimum or the amount of time that was requested, whichever is greater.
 - Weekends are not included in the 24-hour notice.
- ◆ Trial appointments:
 - All trials, either jury or non-jury require at least 48-hour notice of cancellation for each day scheduled.
 - Weekends are not included in the 48-hour notice.
 - If less than 48-hour notice of cancellation is received you will be billed 8 hours for the first day and possibly for the second day, depending on how much notice is given.

The Language Exchange, Inc.
 PO Box 750, Burlington, Wa 98233
 Phone (360)755-9910 fax (360)755-9919
www.langex.com



Translation and Interpreting Services

October 22, 2007

We are revising our invoices to better suit our client's needs. We would like to know if there is any additional information you would like included on your invoice. Listed below is what is standard on an invoice with an option to include additional information. If you would like additional information added, please check the appropriate box(es) below and return it to us with your new signed 3rd party agreement. Thank you.

Standard information on the invoice:

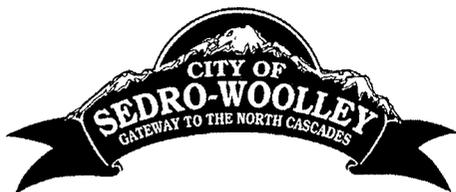
- Date of Appointment
- Beginning Time of Appointment
- Client ID/Date of Birth (if given with request)
- Client Name
- Requested Language
- Appointment Duration
- Hourly Rate
- Total of Appointment Duration
- Travel (Time/Mileage)
- Travel Rate
- Total of Travel

Additional Information that can be included on the Invoice:

(please check if you would like any of the following information included on your invoice)

- Appointment Address
- Requester of Appointment
- Service Provider Name (Doctor, Counselor, etc.)
- Interpreter used for the Appointment
- Other _____

Your Business Name _____



CITY COUNCIL AGENDA
REGULAR MEETING

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building

720 Murdock Street

Sedro-Woolley, WA 98284

Phone (360) 855-1661

Fax (360) 855-0707

NOV 28 2007

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Vacation of a portion of Waldron Street
DATE: November 28, 2007

ISSUE: Should the City Council agree to the attached vacation agreement that I negotiated with the adjoining property owners?

BACKGROUND: The purpose of this agreement is to define the compensation for the vacation of Waldron Street. The compensation is a trade of land with each of the adjoining owners giving the City a twenty foot strip in fee. This agreement needs to be approved before the vacation ordinance is considered. The agreement does not require the Council to approve the vacation ordinance.

REQUEST FOR ACTION:

1. Motion to approve the agreement.

**AGREEMENT REGARDING THE VACATION OF
A PORTION OF WALDRON STREET**

THIS AGREEMENT, made and entered into this _____ day of November, 2007 by and between the CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation, hereinafter referred to as "City", WILLIAM & GEOFFREY MCCANN, hereinafter referred to as "MCCANN", and HOMER DALGLIESH, hereinafter referred to as "DALGLIESH", is for the purpose of agreeing to an equitable method of compensating the City for vacating a portion of Waldron Street.

RECITALS

A. That portion of Waldron Street located between Metcalf Street and the Burlington-Northern Santa Fe Railroad right of way is an established City street right of way (described more particularly on the attached resolution); and

B. Pursuant to RCW 35.79 the City has the authority to vacate rights of way and can charge up to the full assessed value upon such vacations; and

C. The City is interested in retaining the middle forty feet of the Waldron Street right of way in fee for the purposes of constructing a building; and

D. Under RCW 35.79 vacated rights of way become part of adjoining owners' fee title; and

E. MCCANN and DALGLIESH are interested in the City vacating that portion of Waldron Street and are willing to trade their interests in the middle forty feet to the City in exchange for the vacation which results in each MCCANN and DALGLIESH owning the twenty feet of the Waldron Street right of way adjacent to their properties in fee title.

NOW, THEREFORE, for and in consideration of the mutual covenants herein, the parties agree as follows:

1. The parties acknowledge that the City Council may vacate a right of way only after a public hearing which is currently planned for November 28, 2007 and that the City Council retains its discretion to vacate or not vacate the Waldron Street right of way discussed herein. In the event the Council decides not to vacate the right of way, then this agreement shall be of no further effect.

2. Immediately following the adoption of the vacation ordinance, DALGLIESH and MCCANN agree to execute quit claim deeds in favor of the City of Sedro-Woolley for the middle forty feet of the Waldron Street right of way.

3. The City agrees to record the vacation ordinance and those deeds and pay the costs of recording.

4. The parties represent that they have the authority to execute this agreement and the quit claim deeds identified herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

CITY OF SEDRO-WOOLLEY

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this day personally appeared before me MIKE ANDERSON and PATSY NELSON, to me known to be the Mayor and Clerk of the City of Sedro-Woolley, a Washington Municipal Corporation, who executed the within and foregoing instrument and acknowledged to me that she signed and sealed the same as the free and voluntary act and deed of the said City, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this ____ day of November, 2007.

Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____
Print Name _____

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY INITIATING THE
VACATION OF A PORTION OF WALDRON STREET**

WHEREAS, RCW 35.79.010 authorizes the Council to initiate the process of vacating a right of way; and

WHEREAS, the Council desires to schedule a public hearing to consider vacating a portion of Waldron Street (lying West of Metcalf Street and East of the BNSF right of way) and consistent with RCW 35.79.010, said hearing may be no earlier than 20 days from the adoption of this resolution; now, therefore,

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

Section 1. The City Council hereby schedules a public hearing for November 28th, 2007, to take testimony from the public on the question of the vacation of a portion of Waldron Street identified as follows:

A portion of Waldron Street located West of Metcalf Street and East of the BNSF right of way, including the full width of the Waldron Street right of way and beginning on the Westernmost edge of Metcalf Street right of way and continuing to the Easternmost edge of the BNSF right of way.

Section 2. The City Clerk is directed to publish a notice of public hearing in the Courier-Times.

PASSED by majority vote of the members of the Sedro-Woolley City Council
this 5th day of November, 2007

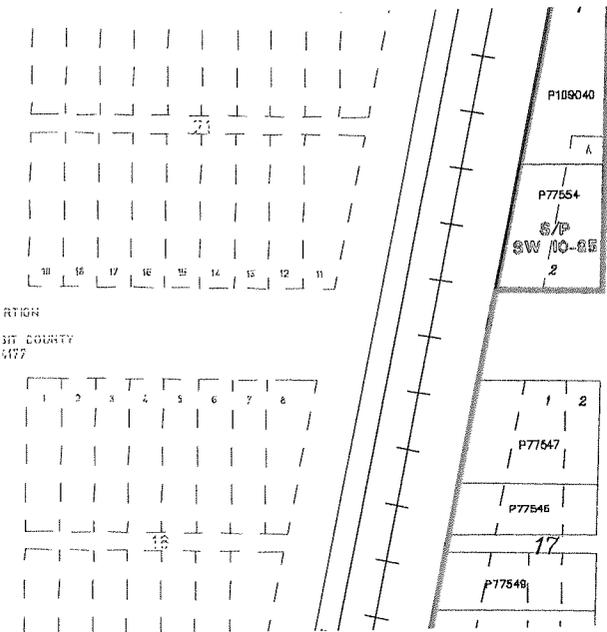
Mike Anderson, Mayor

Attest:

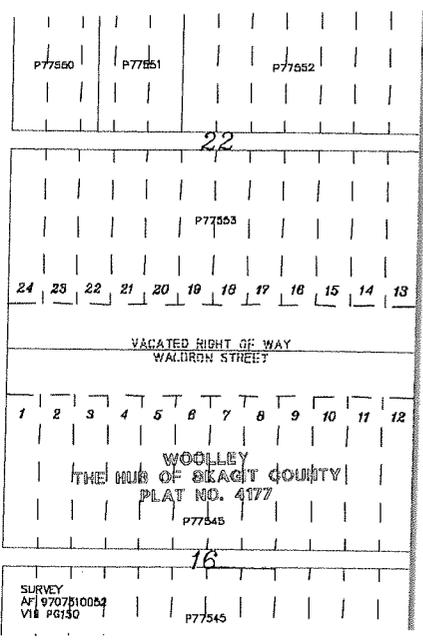
Patsy Nelson, Clerk/Treasurer

Approved as to form:

Eron Berg, City Attorney

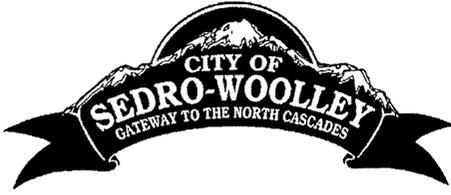


SECTION
SIT COUNTY
4177



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MURDOCK STREET



CITY COUNCIL AGENDA
REGULAR MEETING

CITY OF SEDRO-WOOLLEY

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

NOV 28 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 38

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Interlocal Agreement with the State of Washington
DATE: November 28, 2007

ISSUE: The City is working with the State to design and build a cured in place pipe (CIPP) sewer rehabilitation project for the McGarigle line from Township to Northern State. The attached agreement allows the City to manage the project, but with a scope that includes the State's portion. We should both experience some savings by working together. The State will pay its proportionate share of costs for this project.

REQUEST FOR ACTION:

1. Motion to authorize the Mayor to sign the attached interlocal agreement with the State of Washington.

Interlocal Agreement No. FD07-019

Department of General Administration

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2007, by and between the Washington State Department of General Administration, herein referred to as "GA," and the City of Sedro-Woolley, herein referred to as "City."

WHEREAS, the parties desire to improve sanitary sewer facilities that are owned by each party as part of a combined project;

WHEREAS, the City has experience with the design and construction of sanitary sewer improvement projects including managing Cured in Place Pipe (CIPP) projects such as the one planned for this project,

WHEREAS, GA and the City are each independently authorized by law to conduct such activity; and,

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, including an agency of state government, on a basis of mutual advantage; and,

WHEREAS, it is of mutual advantage to the City and GA to enter into this Agreement providing a framework for developing a cooperative working arrangement between them for the McGarigle CIPP sewer line improvement project (the Project); and,

WHEREAS, it is necessary for GA and the City to enter into an agreement setting forth the terms, conditions, and requirements for completing the Project.

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:

STATEMENT OF WORK

1. The City will assist the GA in conducting the following:

Design, construction, repair of a sanitary sewer line East of Fruitdale Road, on County and State property, to be owned by GA, in conjunction with the same work on the same line on City Right of Way.

The aspects of the work include, but are not limited to the following:

Interlocal Agreement No. FD07-019
Department of General Administration

Phase 1:

Preliminary design and engineering (Plans, Specifications and Estimate)
Permits, permissions and right-of-ways
Final design
Bid package preparation
Receive and open bids

Phase 2:

Award construction contract
Construction, supervision and inspection
As-builts
Acceptance

GA will be responsible for obtaining all permits, approvals and Right of Way permissions for the project East of Fruitdale Road, unless expressly agreed otherwise by the parties.

COMPENSATION

2. City will charge GA for its portion of the services described above at its actual costs (excluding city employees' time) plus 5 % for City overhead, for a maximum compensation not to exceed \$223,000 without further authorization from GA. Said compensation is detailed as shown in the cost breakdown attached as Exhibit "A" herein. Requests by GA for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended to authorize additional compensation.

The cost of the work shall be divided between the City and GA. GA will be financially responsible for the cost of work benefiting the line East of the East boundary of Fruitdale Road, and the City will be financially responsible for the cost of work benefiting the line in City Right of Way, including all work West of the East boundary of Fruitdale Road. The term "work" includes engineering, design, permitting, contract administration and related work, as well as actual construction work.

The City and GA will consult and agree on the cost, scope of work and project tasks in two phases as set forth above. The City and GA will agree as to Phase 1, prior to the City contracting for these services, and will agree as to Phase 2 prior to the City contracting for these services. GA may terminate this contract at the end of Phase 1 if it does not approve of the successful bid, and shall have no obligation for any costs associated with Phase 2. Otherwise, responsibility for costs on termination of this agreement shall be governed by Section 9 of this agreement.

The initial division of costs will be determined by the project engineer hired by the City, but any dispute between the parties will be determined in accordance with Section 7 below.

It is contemplated that the City will contract for all aspects of the job, and the GA will reimburse the City for its respective share of the contract costs associated with that portion located East of Fruitdale Road.

In the event a dispute arises between the City and a contractor that may affect the costs of the work for which GA is responsible, the City will consult with GA concerning the dispute and the method of resolution.

In the event the work requires change orders due to unforeseen conditions or other matters, the City is authorized to approve change orders related to the portion of the work for which GA is responsible, after consultation and approval by GA, for a total amount not to exceed the amount provided for in the construction contract for changes, overruns and contingencies. However, the City may not approve change orders related to the portion of the work for which GA is responsible in excess of the amount provided in the construction contract without the consent of GA.

Nothing in this agreement shall restrict the City from modifying its contracts for engineering and construction for which the city is responsible, provided that such changes shall not affect the cost to GA.

PAYMENT PROCEDURE

3. The City shall submit invoices to GA on a monthly basis. Payment shall be made by warrant or account transfer by GA to the City within 30 days of receipt of the invoice, or as soon thereafter as provided by GA's normal payment practices. Details of payment process shall be determined by the parties' respective financial offices.

INDEPENDENT CAPACITY

4. The officials, employees or agents of each party who are engaged in the performance of this Agreement shall continue to be officials, employees or agents of that party and shall not be considered for any purpose to be officials, employees or agents of the other party.

LEGAL RELATIONS

5. Neither party shall be liable for damage or claims which arise from or relate to the performance or non-performance of this Agreement by any other party. Each party shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

ASSIGNMENT

6. GA understands that the City will contract for services to be provided under this agreement and amendments thereto. However, neither party shall assign or convey its interests or obligations under this Agreement without the written consent of the other. There are no third-party beneficiaries of this agreement.

DISPUTES

7. It is expected that any conflicts arising out of the implementation of this Agreement will be resolved at the staff level. In the event that issues cannot be resolved by staff in a timely fashion, the parties agree to elevate the dispute through equivalent management levels of each party, and if necessary to the agency director and City Supervisor.

In the event that a dispute cannot be resolved in the manner described above, they shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and

rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

AMENDMENT

8. This Agreement shall be amended only by written mutual consent of the parties. Amendments to this agreement may be initiated by any of the parties and will become final after agreement by all parties and appropriate signatories are attached.

TERMINATION

9. This agreement is effective from the date of signature by all parties and remains in effect until modified by written mutual consent or terminated. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. If this Agreement is so terminated, GA shall be responsible to the City for performance rendered or costs incurred or contracted for in accordance with the terms of this Agreement prior to the effective date of termination, including the cost of any work contracted for by the City or the cost to the City to terminate the contract for said work. This agreement shall automatically terminate upon completion of the project and final payment being received by the City, or no later than June 30, 2009.

CONTRACT MANAGEMENT

10. The contract administrators shall be the persons listed below. The contract administrator for each party shall be responsible for and shall be the contact person for all notices and communications regarding the performance of this Agreement.

Washington State Department of General Administration
Facilities Division, Property Management Group
Dan Singleton, Asset Manager, NCGC
(360) 856-3162
dsingle@ga.wa.gov

Eron Berg, City Supervisor
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284
(360) 855-1661
Eberg@ci.sedro-woolley.wa.us

GOVERNANCE

11. This Agreement is entered into and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal constitution statutes and rules;
- Statement of work; and

Interlocal Agreement No. FD07-019
Department of General Administration

- Any other provisions of the Agreement, including materials incorporated by reference.

WAIVER

12. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

13. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

14. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

ADDITIONAL PROVISIONS

15. This Agreement does not create any separate legal entity, create any joint organization, establish any common budget, nor authorize the joint acquisition of any personal or real property.

DATED this ____ day of _____, 2007.

CITY OF SEDRO-WOOLLEY

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DEPARTMENT OF GENERAL ADMINISTRATION

Patrick Buker, Senior Assistant Director
Facilities Division

APPROVED AS TO FORM:

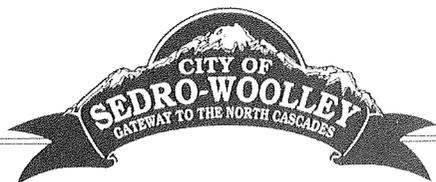
Johnna Skyles Craig, Attorney General

EXHIBIT "A"

Breakdown of Costs for City-State Interlocal Agreement

		Rounded Costs for Budget
<i>Design Costs:</i>		
Engineering Design Services	\$4,296.52	\$5,000.00
Contract Administration & Inspection	\$10,752.66	\$11,000.00
<i>Construction:</i>		
Over County's Land	\$84,000.00	\$84,000.00
Over State's Land	\$79,000.00	\$79,000.00
Subtotal	\$178,049.18	\$179,000.00
<i>Contingency</i>	<i>10%</i> \$17,804.92	<i>\$18,000.00</i>
Subtotal	\$195,854.10	\$197,000.00
<i>Sales Tax</i>	<i>8.10%</i> \$15,864.18	<i>\$16,000.00</i>
<i>City Overhead</i>	<i>5%</i> \$9,792.70	<i>\$10,000.00</i>
TOTAL	\$221,510.98	\$223,000.00

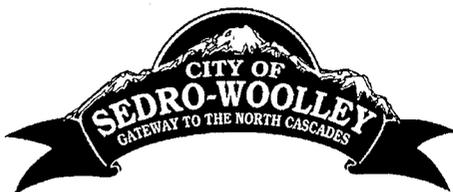
November 2, 2007



SUBJECT: PUBLIC COMMENT

Name :
Address :
Narrative :

PUBLIC HEARING(S)



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 28 2007

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

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 Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Vacation of a portion of Waldron Street
DATE: November 28, 2007

ISSUE: Should the City Council adopt the attached ordinance vacating a portion of Waldron Street following a public hearing?

BACKGROUND: This is a City initiated request to vacate a portion of Waldron Street in an effort to obtain fee title to a forty foot wide strip of land so we can construct a new City building on that location. I have worked with the two adjoining property owners on this process and they are in agreement with the City's plans.

REQUEST FOR ACTION:

1. Following a public hearing, motion to adopt the ordinance.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY VACATING
A PORTION OF WALDRON STREET WEST OF METCALF AND EAST OF THE BNSF
RAILWAY**

WHEREAS, the City initiated the process of considering the vacation of a portion of Waldron Street and adopted Resolution 758-07 setting a public hearing for that purpose on November 6, 2007, and

WHEREAS, a public hearing has been held on November 28, 2007 on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare would best be served by the vacation of only a portion of said public way.

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

Section 1. That the following described street right of way is hereby vacated, subject to the conditions herein:

That portion of Waldron Street lying Easterly of the Easterly line of the "S.L.S. & E. RY." and West of the West line of Metcalf Street as all are delineated on the plat of "WOOLLEY The Hub of Skagit County, Washington", as per plat recorded in Volume 2 of Plats, Page 92, records of Skagit County, Washington.

Section 2. The Clerk/Treasurer of the City of Sedro-Woolley is authorized and directed to record a certified copy of this ordinance with the Skagit County Auditor upon receipt of signed quit claim deeds of portions of this right of way as required under the Agreement Regarding the Vacation of a Portion of Waldron Street between the City, McCann and Dalglish.

Section 3. This ordinance shall be in full force and effective five days after its passage, approval and publication as provided by law; provided this ordinance shall be void and of no effect if the City of Sedro-Woolley is not compensated as set forth in Section 2 above within two months of passage and approval.

PASSES AND APPROVED at the regular meeting of the City Council this _____ day of November, 2007.

CITY OF SEDRO-WOOLLEY

Mayor

ATTEST:

APPROVED AS TO FORM

City Clerk

City Attorney

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

To: Mayor Anderson and City Council

NOV 28 2007

From: Patsy Nelson *Patsy*

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

Date: 11/08/07

Re: 2008 Budget (second reading & public hearing)

The attached ordinance summarizes the budget amounts for each fund as detailed in the Mayor's 2008 Preliminary Budget. The Preliminary Budget was first presented and discussed at the November Worksession with appropriate changes being made before the first reading of this ordinance at the last Council meeting.

All funds have been balanced according to Council goals and direction as outlined in the Mayor's 2008 Budget Memo. Copies of the 2008 Preliminary Budget have been available for citizen review and comment.

Staff will be available to answer any additional Council questions.

Recommendation: Motion to approve Ordinance No. _____ An ordinance adopting the annual budget for the City of Sedro-Woolley for the fiscal year ending December 31, 2008

ORDINANCE NO.

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2008.

WHEREAS, the Mayor of the City of Sedro-Woolley, Washington, completed and placed on file with the City Clerk-Treasurer, a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses for the City of Sedro-Woolley for the fiscal year ending December 31, 2008, and a notice was published that the Sedro-Woolley City Council would meet on the 28th day of November, 2007, at the hour of 7:00 P.M., at the Sedro-Woolley Community Center, for the purpose of making and adopting a budget for the year 2008, and giving taxpayers within the city limits of Sedro-Woolley an opportunity to be heard upon said budget; and

WHEREAS, the Sedro-Woolley City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Sedro-Woolley for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of said City during said period.

NOW, THEREFORE, the City Council of the City of Sedro-Woolley do ordain as follows:

Section 1. The budget for the City of Sedro-Woolley, Washington, for the year 2008 is hereby adopted at the fund level in its final form and content as set forth in the document entitled City of Sedro-Woolley 2008 Annual Budget, 3 copies of which are on file in the Office of the Clerk-Treasurer.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2008 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2008 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	5,367,785
101 PARKS FUND	672,493
102 CEMETERY FUND	187,193
103 STREET FUND	863,693
104 ARTERIAL STREET FUND	3,419,769
105 LIBRARY FUND	351,631
106 CEMETERY ENDOWMENT FUND	123,696
107 CUM RESERVE FOR CITY PARKS FUND	9,069
108 STADIUM FUND	37,733
109 SPECIAL INVESTIGATIONS FUND	4,213
113 PATHS AND TRAILS FUND	40,955
204 LID 1991-1 DEBT SERVICE FUND	19,273
230 G/O BOND REDEMPTION FUND	272,621
302 CUM RES FOR C/E CAP OUT FUND	2,093,709
310 MITIGATION RES FOR POLICE FUND	140,577
311 MITIGATION RES FOR PARKS FUND	178,849
312 MITIGATION RES FOR FIRE FUND	134,924
331 CITY HALL CONSTRUCTION FUND	5,202,500
332 PWTF SEWER CONSTRUCTION FUND	6,300,940
401 SEWER FUND	3,579,499
402 CUM RES FOR SEWER OPERATIONS FUND	230,000
407 98 SEWER REV BOND FUND	702,226
410 CUM RES FOR SEWER FACILITES FUND	4,511,025
411 98 SEWER REV BOND RESERVE FUND	519,239
412 SOLID WASTE FUND	1,789,706
425 STORMWATER FUND	243,030
501 EQUIPMENT REPLACEMENT FUND	643,022
TOTAL ALL FUNDS	37,639,370

Section 3. The City Clerk-Treasurer is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's Office and to the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 28TH DAY OF NOVEMBER, 2007.

Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Clerk-Treasurer

City Attorney

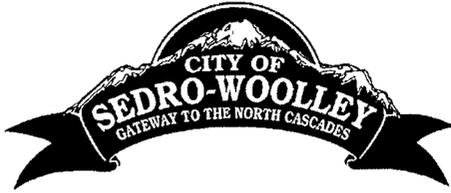
CITY OF SEDRO-WOOLLEY

2008 Budget Analysis

	<u>General</u>	<u>Parks</u>	<u>Cemetery</u>	<u>Streets</u>	<u>Library</u>	<u>Sewer Oper</u>	<u>Solid Waste</u>	<u>Storm</u>
OPERATING REVENUES	4,210,370	622,800	137,500	814,000	321,200	2,964,400	1,477,100	218,520
TOTAL OPERATING EXPENSES	4,926,399	618,030	172,150	794,100	323,395	3,291,064	1,589,053	223,535
LESS CAPITAL OUTLAYS	-526,237	-118,700	-32,900	-195,800	-63,500	-1,889,189	-213,330	0
NET OPERATING EXPENSES	4,400,162	499,330	139,250	598,300	259,895	1,401,875	1,375,723	223,535
NET REVENUE/(NET LOSS)	-189,792	123,470	-1,750	215,700	61,305	1,562,525	101,377	-5,015
BEG CASH&INVEST + REVENUES	5,367,785	672,493	187,193	863,693	351,631	3,579,499	1,789,706	243,030
ENDING NET CASH & INVEST	441,386	54,463	15,043	69,593	28,236	288,435	200,653	19,495
AS A PERCENTAGE	8.22%	8.10%	8.04%	8.06%	8.03%	8.06%	11.21%	8.02%
8% OF BEG CASH&INVESTMENT	429,423	53,799	14,975	69,095	28,131	286,360	143,176	19,442

	2007 BUDGET	2008 BUDGET	Increase (Decrease)	% Change
001 GENERAL FUND				
11 Legislative	53,300	55,196	1,896	4%
12 Judicial	160,896	170,501	9,605	6%
13 Executive	30,600	106,955	76,355	250%
14 Finance	212,070	169,728	-42,342	-20%
15 Legal	71,550	50,935	-20,615	-29%
16 Civil Service	4,300	6,500	2,200	51%
18 Central Services	282,240	409,230	126,990	45%
19 Planning & Community Development	248,982	244,048	-4,934	-2%
20 Engineering	341,160	282,875	-58,285	-17%
21 Police	2,191,465	2,405,422	213,957	10%
22 Fire	896,505	840,872	-55,633	-6%
24 Building	173,095	115,195	-57,900	-33%
25 Emergency Services	21,118	21,118	0	0%
31 Pollution Control	3,430	3,414	-16	0%
51 Economic Development	4,000	2,500	-1,500	-38%
55 Aging	18,901	19,468	567	3%
62 Public Health	21,265	22,442	1,177	6%
TOTAL GENERAL FUND	4,734,877	4,926,399	191,522	4%
101 Parks Fund		618,030	618,030	#DIV/0!
102 Cemetery Fund		172,150	172,150	#DIV/0!
103 Streets Fund		794,100	794,100	#DIV/0!
110 Public Lands Fund	1,760,765		-1,760,765	-100%
104 Arterial Streets Fund	1,073,722	2,833,590	1,759,868	164%
105 Library Fund	278,020	323,395	45,375	16%
106 Cemetery Endowment Fund	100,000	100,000	0	0%
107 Parks Reserve Fund	32,000	4,000	-28,000	-88%
108 Hotel Motel Fund	25,150	24,650	-500	-2%
109 Special Investigations Fund	0	1,000	1,000	#DIV/0!
113 Paths & Trails Fund	0	10000	10,000	#DIV/0!
204 1991-1 ULID Fund	0	0	0	#DIV/0!
230 G/O Rev Bond-1996 Fund	197500	200000	2,500	1%
302 Reserve for Current Exp Capital Fund	227500	270398	42,898	19%
310 Police Mitigation Fund	29285	40000	10,715	37%
311 Park Impact Fees Fund	145000	55000	-90,000	-62%
312 Fire Impact Fees Fund	0	20000	20,000	#DIV/0!
331 City Hall Construction Fund	3800000	5202500	1,402,500	37%
332 PWF Sewer Construction Fund	4843692	6269818	1,426,126	29%
401 Sewer Operations Fund	3228126	3291064	62,938	2%
407 1998 Sewer Revenue Bond Fund	505000	501500	-3,500	-1%
410 Cumulative Reserve for Sewer Fund	1870655	1076159	-794,496	-42%
411 1998 Sewer Revenue Bond Reserve Fund	0	0	0	#DIV/0!
412 Solid Waste Fund	1426545	1589053	162,508	11%
425 Stormwater Fund	0	223535	223,535	#DIV/0!
501 ERR / Fleet Fund	838785	205090	-633,695	-76%
Public Lands Combined	1760765	1584280	-176,485	-10%

UNFINISHED BUSINESS



CITY OF SEDRO-WOOLLEY
CITY COUNCIL AGENDA
REGULAR MEETING

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

NOV 28 2007

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: City Hall Update
DATE: November 28, 2007

PROJECT STATUS: The Project is progressing as anticipated. Current photos of the project are available for review at www.ci.sedro-woolley.wa.us.

ISSUES: 1. Should the attached Change Order No. 3 be approved?

PENDING ISSUES:

1. PSE pole at entrance to building: this work is scheduled to begin on November 28 (trenching) with PSE mobilizing on November 30 and the other utilities on site on December 3. MPR 23RR ended up costing \$19,284.84.

2. Generators. Making progress. See MPR 25R; more details will be forthcoming on separate contract to install the new generator.

3. FF&E budget still pending further review and discussion. MPR 20R includes nine built-in desks and has been approved in the amount of \$12,364.23.

4. Telecommunications. NIS is continuing their work following their site visit.

REQUEST FOR ACTION:

1. Approval of Change Order No. 3.

INFORMATIONAL ITEMS:

The following is a log of pending and approved modifications:

MODIFICATION PROPOSAL REQUESTS:

Preliminarily Approved Under Resolution:

8-23-2007	7	Electric door strikes	\$ 1,494.77
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8-23-2007	8	Electric keypad entrance	\$ 841.01
9-19-2007	11	Addition of wires/boxes to Room 202	\$ 3,789.06
8-23-2007	12	Deletion of guard rail on staircase	(\$1173.74)
8-8-2007	13	Modification of tile trim	\$ 371.31
9-19-2007	14	Wiring for three flat panel monitors (EOC)	\$ 1,203.00
10-2-2007	15R	Munro/Murdock drain line	\$ 5,057.19
11-1-2007	16RR	Prep. work for two decorative lights in sidewalk on Metcalf	\$ 3,703.69
10-18-2007	24	Additional telecom cabling in finance office	\$ 460.40
11-1-2007	25R	Conduit and switching gear for future generator	\$ 4,579.76
11-1-2007	26	Relocation of existing bullet proof glass to court clerk	\$ 233.14
11-15-2007	20	Addition of built-in desk/casework for offices	\$12,364.23

Under Council action on May 23, 2007:

7-25-2007	5R	Authorization to revise floor plan to redesign building, planning and engineering	\$18,968.51
8-23-2007	9	Electrical revision following MPR 5R	\$ 2,532.34

Under Council action on June 13, 2007:

6-13-2007	n/a	Addition to Carletti contract	up to \$30,000.00
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Under Council action on August 8, 2007 (CHANGE ORDER 1):

5-29-2007	1R	Cascade Gas delays	\$ 9,270.37
5-29-2007	2	Costs related to electrical conflict under the elevator	\$ 1,660.19
5-29-2007	3	Re-routing conduit as a result of site conditions	\$ 615.79
6-28-2007	4	Additional work required following response to RFI 8 (AR's 8 & 12): additional beam	\$ 1,104.69
7-25-2007	6R	Addition of operable windows	\$10,597.78

Under Council action on September 12, 2007:

9-12-2007	10	Re-roofing existing structure	\$18,761.85
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Under Council action on September 26, 2007:

9-26-2007	21	Added cost for City engineer's plan revisions (04-07)	\$ 6,643.13
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Under Council action on November 14, 2007:

11-15-2007	23RR	Power pole relocation site work/electrical	\$19,284.84
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Pending consideration of the City & pricing from Contractor:

n/a	17	Flagpole/lights/steps on Metcalf	pending
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9-28-2007	18	Addition of double key deadbolt to jury room	rejected
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9-19-2007	19	Addition of mail room casework for police	voided
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n/a	22	Addition of cash drawers for clerks counters	pending
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n/a	27	Stucco and brick revision at courtyard	pending
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n/a	28	Relocation of 911 phone to exterior of addition	deleted
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RECOMMENDATIONS: Motion to approve Change Order No. 3.

Change Order

Distribution to:

Owner
 Architect
 Contractor
 Field

Project: SEDRO WOOLLEY COUNCIL EXP
 (name and address) 220 MUNRO STREET
 SEDRO WOOLLEY, WA 98284

Change order number: 003
Initiation date: 11/08/07
Architect's project no:

To: Colacurcio Brothers, Inc.
 (contractor) 3287 H Street Road
 Blaine, WA 98230

Contract for: SEDRO WOOLLEY COUNCIL EXP
Contract date: 04/17/07

You are directed to make the following changes in this Contract:

- 1,203.00 MPR #014: MONITOR DISPLAY IN COURTROOM
- 5,057.19 MPR #015R: MURDOCK/MEDCALF PAVING REVISIONS
- 3,703.69 MPR #016RR: DECORATIVE LIGHT POLE (CONDUIT BASES AND WIRING ONLY)
- 6,643.13 MPR #021: REVISIONS TO SHEET C0.4
- 460.40 MPR #024: ADD TELECOM AND CABLING TO ROOM 129
- 4,579.76 MPR #025R: MODIFIED SWITCHBOARD AND EXTEND CONDUIT
- 233.14 MPR #026: RELOCATE EXISTING RECEPTION WINDOW

ORIGINAL CONTINGENCY \$ 158,500.⁰⁰
 BEFORE C.O. 3 \$ 51,110.¹⁵
 AFTER C.O. 3 \$ 29,229.⁸⁴

Not valid until signed by the Owner, the Architect, and the Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	2,894,000.00
Net change by previously authorized Change Orders	\$	68,833.93
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	2,962,833.93
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	21,880.31
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	2,984,714.24
The Contract Time will be (increased) (decreased) (unchanged) by (2) days		
The date of Substantial Completion as of the date of this change order therefore is _____.		

Not valid Until signed by Owner, Architect, Contractor and USDA RD.

Owner
 CITY OF SEDRO WOOLLEY
 720 MURDOCK STREET
 SEDRO WOOLLEY, WA 98284

Architect

By _____
 Date _____

By  _____
 Date 11/15/07

Contractor
 Colacurcio Brothers, Inc.
 3287 H Street Road
 Blaine, WA 98230

USDA RD.

By  _____
 Date 11-12-07

By _____
 Date _____

MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Monitor Display in Courtroom

PROPOSAL NO. 014

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY:

DATE ISSUED:

Added cost for added wiring and outlet boxes for three flat panel monitor locations.

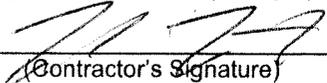
DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (**ADDITION**) (~~DEDUCTION~~) to the

Contract sum of: One thousand two hundred three dollars. \$ 1,203.00
State Sales Tax (**INCLUDED**) (~~EXCLUDED~~)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (**EXTENSION**) (~~REDUCTION~~) (leave blank if "0" days) of _____ calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

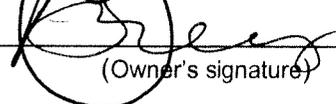
SUBMITTED BY  DATE 9-17-07
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Peter Carletti) recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 9/18/07

AUTHORIZED BY  DATE 9-19-07
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

Project: Sedro-Woolley Courthouse Expansion
Description of Work: Add rough in for monitor display in lobby to court clerk.
Owner / Architect: City of Sedro-Woolley - Carletti Architects

Modification Proposal Request

MPR 014
Job No. 207008
Date: 09/17/07

Labor

Description	Class	Straight Time		Overtime		Amount
		Hrs	Rate	Hrs	Rate	
Superintendent			49.50			
Use additional sheet if necessary						
		Labor - Subtotal		*Mark-Up at 15%		
		Labor Total				

Materials

Description	Quantity	Unit	Unit Price	Amount
Use additional sheet if necessary				
Material Subtotal				
*Mark-Up at 15%				
Material Total				

Equipment

Description	Cola. Bros. #	Hours Worked	Equip Rate	Oper. Cost	Total Rate	Total Amount
Excavator - Standby			17.50	6.25	17.50	
Backhoe - 416 Cat/310 JD			29.00	6.25	35.25	
Backhoe - Standby			14.50	4.95	14.50	
Pick-up - crew truck			5.10	6.95	10.05	
Dump truck - Solo			32.00		38.95	

Subcontractors

Description	Quantity	Unit	Unit Price	Amount
Scott electric	1.00	LS	1,065.92	1,065.92
Use additional sheet if necessary				
Subcontract Subtotal				1,065.92
*Mark-Up at 8%				85.27
Subcontract Total				1,151.19

Notes:

Equipment Subtotal
 Small Tools at 0% of Labor
 Subtotal
 Mark-Up at 15%
 Equipment Total

Summary

Labor - Total	
Equipment - Total	
Material - Total	
Subcontract - Total	
Subtotal	
Bonds & Insurance 4.5%	
Total Cost This Change	1,203.00

Sedro Woolley Courthouse/Council Expansion

Add receptacle for flat screen monitors COP-ELE-07

1. Direct Labor Costs

Trade	Wage Rate	Proposed Hours	Costs
Journeyman	\$44.32	15	\$ 664.80
Engineering for as-builts	\$44.32	1	\$44.32
Total Labor Costs			\$ 709.12
Overhead & Profit on Labor			15% \$ 106.37

2. Direct Material Costs

Description	Quantity	Units	Unit Cost	Cost
3/4" Emt	220		\$ 33.46	\$ 73.61
3/4" Emt fittings	Lot		\$ 25.16	\$ 25.16
20A 1P CB	3		\$ 12.79	\$ 38.37
#12 Thhn str. Cu wire	660		\$ 97.48	\$ 64.34
4 Sq. deep box	5		\$1.31	\$6.55
Mudring, blank, G.P.	Lot		\$4.25	\$4.25
20-amp recpt & plate	3		1.83	5.49
Total Material Cost				\$ 217.77
Overhead & Profit on Material				15% \$ 32.67

4. Prime Subcontractors Proposals

Name	Cost
	\$ -
	\$ -
	\$ -

Total Cost of Subcontractors	\$ -
5. Subtotal	\$ 1,065.92
6. Overhead & Profit by the Prime Contractor	10% \$ -
7. Additional Cost for Bond & Insurance	5.00% \$ -
Total cost of Proposed Estimate Without Sales Tax	\$ 1,065.92

PANEL F2

VOLTAGE: 208Y/120V, 3 PH, 4 W
 TYPE: PANELBOARD
 ENCLOSURE: NEMA 1
 MOUNTING: SURFACE

FEEDER/BRANCH CIRCUIT DEVICES:
 BOLT-ON CIRCUIT BREAKERS 10,000 A
 FULL AIC RATING: 42,000 A
 SERIES AIC RATING:

ELECTRICAL LOAD CALCULATION
 Lighting
 Gen. Purpose Outlets (First 10 KVA)
 Gen. Purpose Outlets (Remainder)
 Special Purpose Outlets
 Mechanical Equipment
 Kitchen Equipment & Appliances
 Miscellaneous
 25% Largest Motor

CONN. LOAD (VA)
 EXIST. NEW TOTAL
 0.0 8876.0 8876.0
 0.0 10000.0 10000.0
 0.0 5120.0 5120.0
 0.0 2880.0 2880.0
 0.0 1152.0 1152.0
 0.0 0.0 0.0
 0.0 1200.0 1200.0

DEMAND FACTOR DEMAND LOAD (VA)
 1.25 11095.0
 1.00 10000.0
 0.50 2560.0
 1.00 2880.0
 1.00 1152.0
 1.00 0.0
 1.00 1200.0
 0.0

STORAGE 122

BUSSING: MANUFACTURER'S STANDARD
 CONTINUOUS RATING 225 A
 FULL AIC RATING: 10,000 A
 SERIES AIC RATING: 42,000 A

SPECIAL PROVISIONS:
 MASTER NAMEPLATE
 GROUND BAR

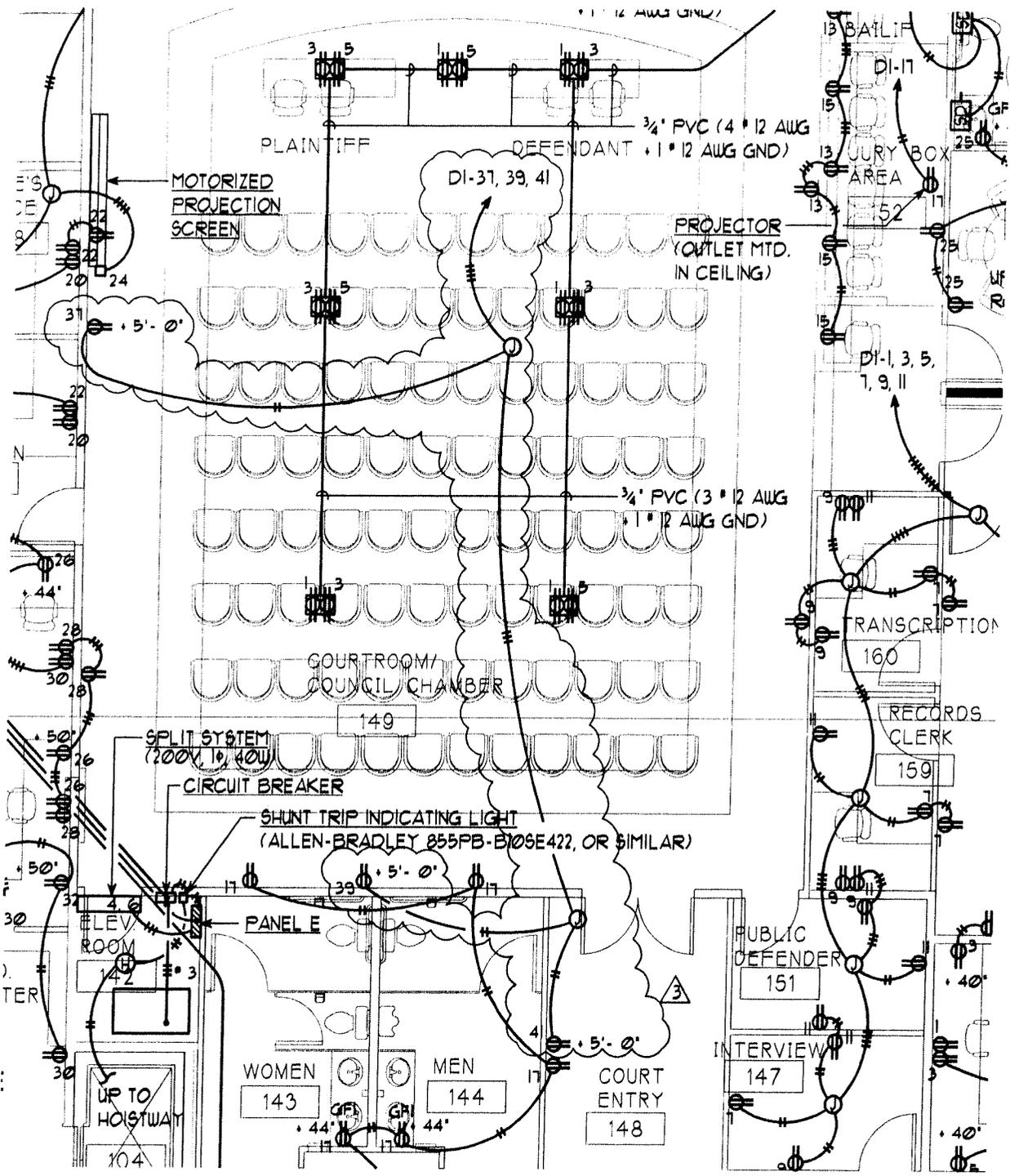
TOTAL LOAD 29228.0
 TOTAL AMPS 81.1

CONN. LOAD (VA)
 EXIST. NEW TOTAL
 0.0 29228.0 29228.0
 0.0 81.1 81.1

MAIN: LUGS ONLY
 LOCATION: TOP

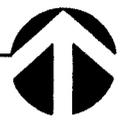
CONN. LOAD (VA)
 EXIST. NEW TOTAL
 0.0 29228.0 29228.0
 0.0 81.1 81.1

CONN. LOAD (VA)	FEEDER/BRANCH CIRCUIT DESCRIPTION	NOTE	BKR AMP/P	CKT NO	BUS (PHASE)	CTK NO	BKR AMP/P	FEEDER/BRANCH CIRCUIT DESCRIPTION	NOTE	CONN. LOAD (VA)
900.0	OUTLETS - SECOND FLOOR SOFFIT		20/1	1	A	2	15/1	AUTOMATIC DOOR OPERATOR - WEST ENTRY		600.0
540.0	OUTLETS - FIRST FLOOR SOFFIT		20/1	3	B	4	15/1	AUTOMATIC DOOR OPERATOR - WEST ENTRY		600.0
540.0	OUTLETS - FIRST FLOOR SOFFIT		20/1	5	C	6	20/1	OUTLETS - OFFICE 106 & 107		540.0
720.0	OUTLETS - RECORDS, PUBLIC MAPS & LOBBY		20/1	7	A	8	20/1	OUTLETS - VEST., OFFICE 106, 107 & 108		900.0
540.0	OUTLETS - PUBLIC MAPS & RECEPTION COUNTER		20/1	9	B	10	20/1	OUTLETS - OFFICE 106, 107 & 108		1080.0
540.0	OUTLETS - RECEPTION COUNTER & LOBBY		20/1	11	C	12	20/1	OUTLETS - OFFICE 106, 107 & 108		1080.0
1080.0	OUTLETS - OFFICE 114, 115 & 116		20/1	13	A	14	20/1	OUTLETS - LOBBY 200, EXPANSION 202 & ROOF		1080.0
1080.0	OUTLETS - OFFICE 114, 115 & 116 & EXTERIOR		20/1	15	B	16	20/1	OUTLETS - RESTROOM & EXPANSION 202		1080.0
1080.0	OUTLETS - OFFICE 114, 115 & 116		20/1	17	C	18	20/1	OUTLETS - LOBBY 200 & CONF. ROOM		900.0
1080.0	OUTLETS - OFFICE 110, 113, 114 & CONF 111		20/1	19	A	20	20/1	OUTLETS - LOBBY 200, CONF. ROOM & ROOF		1080.0
1080.0	OUTLETS - OFFICE 110, 113, 114 & CONF 111		20/1	21	B	22	20/1	SPARE		0.0
0.0	SPARE		20/1	23	C	24	20/1	SPARE		0.0
0.0	SPARE		20/1	25	A	26	20/1	LTG - STOR, RESTROOMS, JAN, OFFICES 114, 115, 116		1122.0
0.0	SPARE		20/1	27	B	28	20/1	LTG - OFFICES 106-113 & CONF 111		1387.0
0.0	SPARE		20/1	29	C	30	20/1	LTG - CIRCULATION & RESTROOMS		1237.0
0.0	SPARE		20/1	31	A	32	20/1	LTG - BUILDING DEPT. & CORRIDOR		1434.0
0.0	SPARE		20/1	33	B	34	20/1	LTG - LOBBY 101		902.0
0.0	SPARE		20/1	35	C	36	20/1	SPARE		0.0
0.0	SPARE		20/1	37	A	38	20/1	LTG - METCALF STREET		864.0
0.0	SPARE		20/1	39	B	40	20/1	LTG - PERIMETER & VESTIBULE		1660.0
750.0	WALL HEATER - WEST VESTIBULE		20/1	41	C	42	20/1	LTG - MUNRO PARKING & STREET		672.0

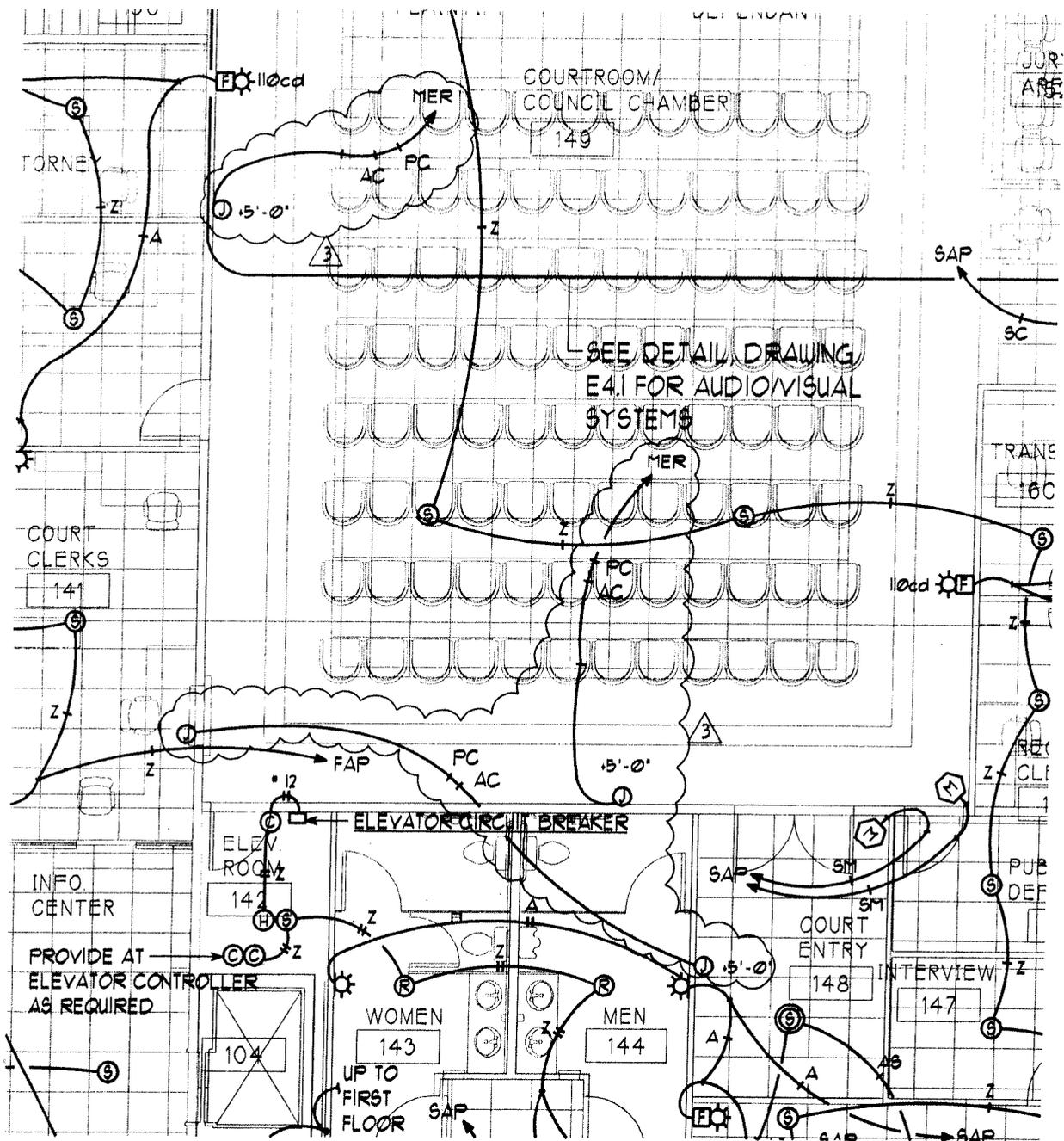


PARTIAL FIRST FLOOR POWER PLAN

1/8" = 1'-0"



3	9-4-07	ADD FLAT SCREEN MONITORS	BD	BD	BD	BD
REV.	DATE	DESCRIPTION	BY	CH'D.	ENGR.	APPR.
JOB No.: 1179	DESIGNED:	DRAWN: BD	DATE:			
K ENGINEERS, INC. ELECTRICAL ENGINEERING			CITY OF SEDRO WOOLLEY COURTROOM / COUNCIL EXPANSION			DRAWING NO. E2.0R3
200 THIRD STREET LYNDEN, WA. 98264 BUS. (360) 354-4191 FAX (360) 354-6194			PARTIAL FIRST FLOOR POWER PLAN			REVERENCE DRAWING NO. E2.0



FIRST FLOOR ANCILLARIES PLAN

1/8" = 1'-0"



REV.	DATE	DESCRIPTION	BD	BD	BD	BD
3	9-4-07	ADD FLAT SCREEN MONITORS	BD	BD	BD	BD
JOB No.: 1179 DESIGNED: DRAWN: BD			DATE:			
K ENGINEERS, INC. ELECTRICAL ENGINEERING			DRAWING NO. E4.0R3			
208 THIRD STREET BUS. (360) 354-4151 LYNDEN, WA. 98264 FAX (360) 354-6194			REVERENCE DRAWING NO. E4.0			
CITY OF SEDRO WOOLLEY COURTROOM / COUNCIL EXPANSION			PARTIAL FIRST FLOOR ANCILLARIES PLAN			

MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Murdock/Medcalf Paving Revisions.

PROPOSAL NO. 015R

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED: 9/21/07

*Added cost for additional paving and drainage per Sheet 1 of 2 approved for construction on 8/23/07 and as discussed in and clarified in progress meetings and via e-mail. The price for the asphalt paving is base on installation in (1) mobilization in conjunction with the original scope. All additional mobilizations are \$750.00 ea. Additional CSTC if needed to achieve drainage will be billed at \$23.00 per ton. Pricing for asphalt is based on paving prior to 10/15/07. If paving is not complete prior to 10/15/07 it may be subject price escalation of 7%. There are (2) utility poles that are in conflict with the proposed work, they will need to be addressed prior to the work being executed. This proposal dose not include work related the utility poles. **This MPR has been revised to only include the portion directly related to the original scope. This includes the CB, at the north end of the pond and the section of ductile that runs under the new parking lot to Metcalf Street.***

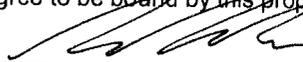
DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Five thousand fifty-seven dollars and nineteen cents. \$ 5,057.19
State Sales Tax (~~INCLUDED~~) (**EXCLUDED**)

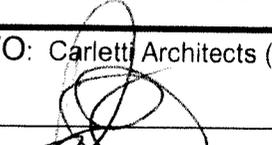
The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of 1 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY  DATE 9/24/07
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 10/5/07

AUTHORIZED BY  DATE 10-10-07
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

Project: Sedro-Woolley Courthouse Expansion
Description of Work: Paving and Drainage Revisions at Medcalf/Murdock. Revised to include only work related to
Owner / Architect: National Program City of Sedro-Woolley - Carletti Architects
Modification Proposal Request
MPR 015R
Job No. 207008
Date: 09/21/07

Description	Class	Straight Time		Rate	Overtime		Amount
		Hrs	Rate		Hrs	Rate	
Labor	Superintendent	8.00	49.50				396.00
	Operator	5.00	49.19				245.95
	Operator	2.00	49.19				98.38
	Laborer	2.00	40.93				81.86
	Trucker	5.00	23.75				118.75
Use additional sheet if necessary							
Labor - Subtotal							940.94
Mark-Up at 15%							141.14
Labor Total							1,082.08

Description	Cola. Bros. #	Hours Worked	Equip Rate	Oper. Cost	Total Rate	Total Amount	Subcontractors	
							Quantity	Unit
Excavator - Cat315		5.00	46.00	14.35	60.35	301.75		
Excavator - Standby			17.50		17.50	-		
Backhoe - 416 Cat/310 JD		2.00	29.00	6.25	35.25	70.50		
Backhoe - Standby			14.50		14.50	-		
Pick-up - crew truck		5.00	5.10	4.95	10.05	50.25		
Dump truck - Truck&Pup		5.00	37.00	10.95	47.95	239.75		
Use additional sheet if necessary								
Equipment Subtotal							662.25	
Small Tools at 0% of Labor							-	
Subtotal							662.25	
Mark-Up at 15%							99.34	
Equipment Total							761.59	

Description	Quantity	Unit	Unit Price	Amount
Use additional sheet if necessary				
Subcontract Subtotal				-
Mark-Up at 8%				-
Subcontract Total				-
Labor - Total				1,082.00
Equipment - Total				761.5
Material - Total				2,995.7
Subcontract - Total				-
Subtotal				4,839.4
Bonds & Insurance 4.5%				217.7
Total Cost This Change				5,057.1

Notes:

Summary

MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Decorative light pole (conduit bases & wiring only).

PROPOSAL NO. 016RR

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED : 10/27/07

Added cost to provide decorative light poles and fixtures as requested. Revised to include conduit, bases and wiring only.

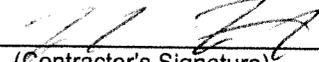
DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (**ADDITION**) (~~DEDUCTION~~) to the

Contract sum of: Three thousand seven hundred three dollars and sixty-nine cents. \$ 3,703.69
State Sales Tax (~~INCLUDED~~) (**EXCLUDED**)

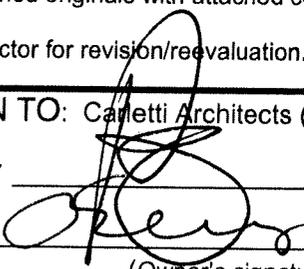
The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (**EXTENSION**) (~~REDUCTION~~) (leave blank if "0" days) of _____ calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

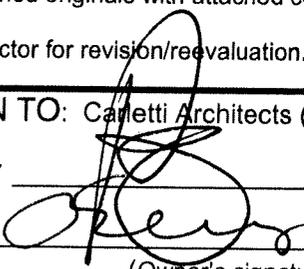
SUBMITTED BY  DATE 10-27-07
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 11/1/07

AUTHORIZED BY  DATE 11-1-07
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

Project: Sedro-Woolley Courthouse Expansion
Description of Work: Add decorative light ples and fixtures. Revised to include conduit and wiring only.
Owner / Architect: City of Sedro-Woolley - Carletti Architects

Modification Proposal Request

MPR 016RR
Job No. 207008
Date: 10/27/07

Description	Class	Straight Time		Overtime		Amount
		Hrs	Rate	Hrs	Rate	
Superintendent			49.50			-
Use additional sheet if necessary						
Labor - Subtotal *Mark-Up at 15%						-
Labor Total						-

Description	Quantity	Unit	Unit Price	Amount
Material Subtotal Mark-Up at 15%				-
Material Total				-

Description	Cola Bros. #	Hours Worked	Equip Rate	Oper. Cost	Total Rate	Total Amount
Excavator - Standby		17.50	29.00	6.25	35.25	-
Backhoe - 416 Cat/310 JD		14.50	5.10	4.95	10.05	-
Backhoe - Standby		5.10	32.00	6.95	38.95	-
Pick-up - crew truck						-
Dump truck - Solo						-
Equipment Subtotal						-
Small Tools at 0% of Labor						-
Subtotal						-
Mark-Up at 15%						-
Equipment Total						-

Description	Quantity	Unit	Unit Price	Amount
Scott Electric	1.00	LS	3,141.67	3,141.67
Trenching	20.00	LF	7.00	140.00
Subcontract Subtotal Mark-Up at 8%				3,281.67
Subcontract Total				262.53
Labor - Total				3,544.20
Equipment - Total				-
Material - Total				-
Subcontract - Total				3,544.20
Bonds & Insurance 4.5%				159.49
Subtotal				3,544.20
Total Cost This Change				3,703.69

Summary				
Equipment Subtotal				
Small Tools at 0% of Labor				
Subtotal				
Mark-Up at 15%				
Equipment Total				

Notes:

**Sedro Woolley Courthouse/Council Expansion
Scott Electric Inc.**

MPR # 16 Add CONDUIT & WIRING for future Decorative street lights COP REVISED (ELE-08)

1. Direct Labor Costs

<u>Trade</u>	<u>Wage Rate</u>	<u>Proposed Hours</u>	<u>Costs</u>
Journeyman	\$44.32	19	\$ 842.08
Engineering for as-builts	\$44.32	1	\$44.32
Total Labor Costs			\$ 886.40
Overhead & Profit on Labor			15% \$ 132.96

2. Direct Material Costs

<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
1" PVC	190		\$ 25.26	\$ 47.99
1" PVC fittings	Lot		\$ 4.05	\$ 4.05
1" GRS 90	5		\$ 5.73	\$ 28.65
1" GRS nipple	5		\$ 5.59	\$ 27.95
#10 Thhn cu wire	850		\$161.00	\$138.85
Concrete pole base	2		\$750.00	\$1,500.00
Anchor Bolts	2 sets		\$50.00	\$100.00
			\$0.00	\$0.00
Total Material Cost				\$ 1,845.49
Overhead & Profit on Material				15% \$ 276.82

4. Prime Subcontractors Proposals

<u>Name</u>	<u>Cost</u>
	\$ -
	\$ -
	\$ -

Total Cost of Subcontractors	\$ -
5. Subtotal	\$3,141.67
6. Overhead & Profit by the Prime Contractor	10% \$ -
7. Additional Cost for Bond & Insurance	5.00% \$ -
Total cost of Proposed Estimate Without Sales Tax	<u>\$3,141.67</u>

MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Revisions to Sheet C0.4.

PROPOSAL NO. 021

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with **City of Sedro-Woolley** dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED: 9/19/07

Added cost for changes to sheet C0.4 revision date 4/10/07 and per response to RFI #001.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total **(ADDITION)** ~~(DEDUCTION)~~ to the

Contract sum of: Six thousand six hundred forty-three dollars and thirteen cents. \$ 6,643.13
State Sales Tax ~~(INCLUDED)~~ **(EXCLUDED)**

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and ~~(EXTENSION)~~ ~~(REDUCTION)~~ (leave blank if "0" days) of 1 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY _____ DATE _____
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY _____ DATE _____

AUTHORIZED BY _____ DATE _____
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



3287 H Street Road
Blaine, WA 98230
Ph 360-332-4044
Fax 360-332-5079
Lic# COLACBI150P8

REQUEST FOR INFORMATION

RFI NUMBER: 001

Attention: Quentin Sutter

CC: Manley McIntyre, Peter Carletti

RFI Author: Tim Post

Project: Sedro Woolley Courtroom Expansion

RE: Project # 207008

Information Requested

Drawing C0.4, with revision date 4/10/07, contains changes to both 1) the location and apparent connection for CB #4 and 2) to the size and shape of the Underground Detention Treatment Pond from the bid documents. Please advise as to whether these changes are to be priced and incorporated into our work. Additionally, will there be an updated utility plan released reflecting these changes?

Reference Drawings Number

Date Required: 4-27-07

Notification1: 4-24-07

Is Extra Time required: will review

Will Extra Cost Result: will review

(Colacurcio Bros. Const. Co. Inc. specifically reserves the right to claim extra time and extra costs for work involved with this RFI if it is deemed to be extra to the contract as directed by the Owner, Engineer, or Architect, and this hereby serves as notice.)

Response:

Yes the location and connection to CB#4 and the size and shape of the Underground detention pond will be priced and incorporated into your work. Yes I will get an updated utility plan out to your office today.

Signed: Quentin Sutter

Date: 4/25/07

THIS IS NOT AN AUTHORIZATION TO PROCEED WITH WORK INVOLVED EXTRA COSTS AND/OR TIME. CHANGES TO THE CONTRACT MUST BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Add telecom and cabling to Rm 129.

PROPOSAL NO. 024

REQUEST FOR MODIFICATION: **Colacurcio Brothers Construction Company, Inc.** Contractor, THE MAIN CONTRACT with **City of Sedro-Woolley** dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED : 9/26/07

Added cost to install 1V2D telecom and associated cabling behind copier rm 129 (COP-ELE-10).

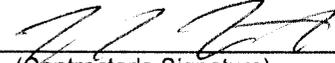
DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (**ADDITION**) (~~DEDUCTION~~) to the

Contract sum of: Four hundred sixty dollars and sixty cents. \$ 460.40
State Sales Tax (~~INCLUDED~~) (**EXCLUDED**)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (**EXTENSION**) (~~REDUCTION~~) (leave blank if "0" days) of _____ calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

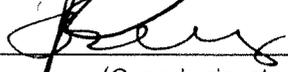
SUBMITTED BY  DATE 10-18-07
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 10/18/07

AUTHORIZED BY  DATE 10-18-07
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

Project: Sedro-Woolley Courthouse Expansion
Description of Work: A telecom and associated cabling behind copier rm 129.
Owner / Architect: City of Sedro-Woolley - Carletti Architects

Modification Proposal Request

MPR 024
Job No. 207008
Date: 10/18/07

Labor

Description	Class	Straight Time		Overtime		Amount
		Hrs	Rate	Hrs	Rate	
Superintendent			49.50			
Use additional sheet if necessary						
		Labor - Subtotal		Mark-Up at 15%		
		Labor Total				

Materials

Description	Quantity	Unit	Unit Price	Amount
Use additional sheet if necessary				
		Material Subtotal		
		Mark-Up at 15%		
		Material Total		

Equipment

Description	Cola. Bros. #	Hours Worked	Equip Rate	Oper. Cost	Total Rate	Total Amount
Excavator - Standby			17.50	17.50	17.50	
Backhoe - 416 Cat310 JD			29.00	6.25	35.25	
Backhoe - Standby			14.50	14.50	14.50	
Pick-up - crew truck			5.10	4.95	10.05	
Dump truck - Solo			32.00	6.95	38.95	

Subcontractors

Description	Quantity	Unit	Unit Price	Amount
Scott Electric	1.00	LS	407.94	407.94
Use additional sheet if necessary				
		Subcontract Subtotal		407.94
		Mark-Up at 8%		32.64
		Subcontract Total		440.58

Notes:

Equipment Subtotal
 Small Tools at 0% of Labor
 Subtotal
 Mark-Up at 15%
 Equipment Total

Summary

Labor - Total	440.58
Equipment - Total	-
Material - Total	-
Subcontract - Total	440.58
Bonds & Insurance 4.5%	440.58
Total Cost This Change	19.83
	460.40

Sedro Woolley Courthouse/Council Expansion

MPR # 24 Add 1V2D telecom & associated cabling behind copier RM 129 (COP-ELE-10)

1. Direct Labor Costs

Trade	Wage Rate	Proposed Hours	Costs
Journeyman	\$44.32	1	\$ 44.32
Engineering for as-builts	\$44.32	1	\$44.32
Total Labor Costs			\$ 88.64
Overhead & Profit on Labor			15% \$ 13.30

2. Direct Material Costs

Description	Quantity	Units	Unit Cost	Cost
1" Ermt	10		\$ 55.00	\$ 5.50
1" Ermt fittings	Lot		\$ 2.50	\$ 2.50
#10 screws	4		\$ 0.02	\$ 0.08
Caddy supports	2		\$ 0.31	\$ 0.62
4 Sq. deep box	1		\$1.31	\$1.31
Mudring, blank, G.P.	Lot		\$4.25	\$4.25

Total Material Cost	\$ 14.26
Overhead & Profit on Material	15% \$ 2.14

4. Prime Subcontractors Proposals

Name	Cost
Telenet Technologies	\$ 263.28
	\$ -
	\$ -

Total Cost of Subcontractors	\$ 263.28
5. Subtotal	\$ 381.62
6. Overhead & Profit by the Prime Contractor	10% \$ 28.33

7. Additional Cost for Bond & Insurance	5.00% \$ -
---	------------

Total cost of Proposed Estimate Without Sales Tax	\$ 407.94
---	-----------

MPR # 24

PG. 2 of 2

TeleNet Technologies L.L.C.

1216 Bay Street Bellingham, WA 98226 360 671-7187 Fax 360 671-7187 www.telenet-tech.com

Oct 4, 2007

Sedro Woolley Courthouse/Council Expansion

Telecom Addition to Room #129

Trade	Wage Rate	Proposed Hrs	Cost
Journeyman	\$27.65/hr	(2) Journeyman 5.38 hrs	\$176.41
Overhead and Profit on Labor		1.58	\$ 26.46
Total labor			\$202.87

Material costs:

	Unit	Unit Markup	Ext Mark up	Cost
Sedro Woolley Courtroom Telecom Add to Rm 202				
AMP CAT 5E RJ 45 jack (orange icons) data (blue icons) blue voice	3	3.96	11.88	3.96
AMP CAT 5E PVC Cable 350 MHZ 4 pr. Cable/ Blue data/voice	240	0.157307	37.75	0.157307
AMP 6 port Faceplates wht/ single and floor	1	1.74	1.74	1.74
AMP blanks PACK OF 10	4	0.29	1.16	0.29
			\$ 52.53	
			\$52.53	
Overhead and profit on Materials:		15%	\$ 7.88	
Total Material Costs w/ overhead and Profit			\$60.41	
Total Labor + Materials costs w/ overhead and Profit 15% w/ no sales tax			\$263.28	

MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Modified switchboard and extend conduit.

PROPOSAL NO. 025R

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED: 10/28/07

Added cost to modify scheduled switchboard to accommodate future emergency generator and extend conduits per attached sketch.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (**ADDITION**) (~~DEDUCTION~~) to the

Contract sum of: Four thousand five hundred seventy-nine dollars and seventy-six cents. \$ 4,579.76
State Sales Tax (~~INCLUDED~~) (**EXCLUDED**)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (**EXTENSION**) (~~REDUCTION~~) (leave blank if "0" days) of TBD calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY [Signature] DATE 10-27-07
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 11/1/07

AUTHORIZED BY [Signature] DATE 11-1-07
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

Project: Sedro-Woolley Courthouse Expansion
Description of Work: Modify Switchboard and extend conduits to the north
Owner / Architect: City of Sedro-Woolley - Carletti Architects

Modification Proposal Request

MPR 025R
Job No. 207008
Date: 10/28/07

Labor

Description	Class	Straight Time		Overtime		Amount
		Hrs	Rate	Hrs	Rate	
Excavate & Backfill	Superintendent	8.00	49.50			393.52
Excavate & Backfill	Operator	8.00	49.19			327.44
Excavate & Backfill	Laborer	8.00	40.93			71.25
Excavate & Backfill	Trucker	3.00	23.75			-
Move						-
Use additional sheet if necessary						
Labor - Subtotal						792.21
*Mark-Up at 15%						118.83
Labor Total						911.04

Materials

Description	Quantity	Unit	Unit Price	Amount
Gravel/Sand Backfill	12.00	TN	8.40	100.8
Use additional sheet if necessary				
Material Subtotal				100.80
Mark-Up at 15%				15.12
Material Total				115.92

Equipment

Description	Cola. Bros. #	Hours Worked	Equip Rate	Oper. Cost	Total Rate	Total Amount
Excavator - Cat312		8.00	35.00	9.67	44.67	-
Excavator - Standby		8.00	17.50	6.25	17.50	-
Backhoe - 416 Cat/310 JD		8.00	29.00	6.25	35.25	282.00
Backhoe - Standby		8.00	14.50	4.95	14.50	-
Pick-up - crew truck		3.00	5.10	6.95	10.05	80.40
Dump truck - Solo			32.00		38.95	116.85
Use additional sheet if necessary						
Equipment Subtotal						479.25
Small Tools at 0% of Labor						-
Subtotal						479.25
Mark-Up at 15%						71.89
Equipment Total						551.14

Subcontractors

Description	Quantity	Unit	Unit Price	Amount
Scott Electric	1.00	LS	2,596.71	2,596.71
Use additional sheet if necessary				
Subcontract Subtotal				2,596.71
Mark-Up at 8%				207.74
Subcontract Total				2,804.45

Summary

Labor - Total	911.04
Equipment - Total	551.14
Material - Total	115.92
Subcontract - Total	2,804.45
Subtotal	4,382.55
Bonds & Insurance 4.5%	197.21
Total Cost This Change	4,579.76

Sedro Woolley Courthouse/Council Expansion

Switchboard changes MPR-25 - AR-25 (ELE-13)

1. Direct Labor Costs

<u>Trade</u>	<u>Wage Rate</u>	<u>Proposed Hours</u>	<u>Costs</u>
Journeyman	\$44.32	17	\$ 753.44
Engineering for as-builts	\$44.32	1	\$44.32
Total Labor Costs			\$ 797.76
Overhead & Profit on Labor			15% \$ 119.66

2. Direct Material Costs

<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
3" PVC	80		\$ 99.00	\$ 79.20
3" PVC Coupl	4		\$ 1.30	\$ 5.20
1-1/4" PVC	20		\$ 35.00	\$ 7.00
1-1/4" PVC Coupl	1		\$ 0.30	\$ 0.30
PVC Glue	1	6	\$1.31	\$6.55
SWBD Modification Lot			\$1,362.00	\$1,362.00

Total Material Cost	\$ 1,460.25
Overhead & Profit on Material	15% \$ 219.04

4. Prime Subcontractors Proposals

<u>Name</u>	<u>Cost</u>
	\$ -
	\$ -
	\$ -

Total Cost of Subcontractors	\$ -
5. Subtotal	\$ 2,596.71
6. Overhead & Profit by the Prime Contractor	10% \$ -
7. Additional Cost for Bond & Insurance	5.00% \$ -
Total cost of Proposed Estimate Without Sales Tax	<u>\$ 2,596.71</u>

Subject: MPR 25 Generator Sedro Woolley
From: "Quentin Sutter" <quentin@carlettiarchitects.com>
Date: Tue, 23 Oct 2007 08:24:29 -0700
To: m.mcintyre@colacurciobrothers.com

Manley,

Bill has clarified the design of the switchboard with the manufacture yesterday. It looks like the switchboard cost is the the \$1,300 item. The manufacture is confirming the delivery date as well. Go ahead and revise MPR25 with AR-25 I have reattached. Also include the switchboard change which I am also attaching a drawing of. As far as the switchboard goes if their is a time issue of getting the change approved let me know and we can get Eron to verbally sign off through e-mail.

Quentin Sutter
Carletti Architects, P.S.
Phone: 360-424-0394 ext.105
FAX: 360-424-5726

The following section of this message contains a file attachment prepared for transmission using the Internet MIME message format. If you are using Pegasus Mail, or any other MIME-compliant system, you should be able to save it or view it from within your mailer. If you cannot, please ask your system administrator for assistance.

----- File information -----
File: 10-22 SECOND OPTION.pdf
Date: 23 Oct 2007, 8:05
Size: 41428 bytes.
Type: Unknown

The following section of this message contains a file attachment prepared for transmission using the Internet MIME message format. If you are using Pegasus Mail, or any other MIME-compliant system, you should be able to save it or view it from within your mailer. If you cannot, please ask your system administrator for assistance.

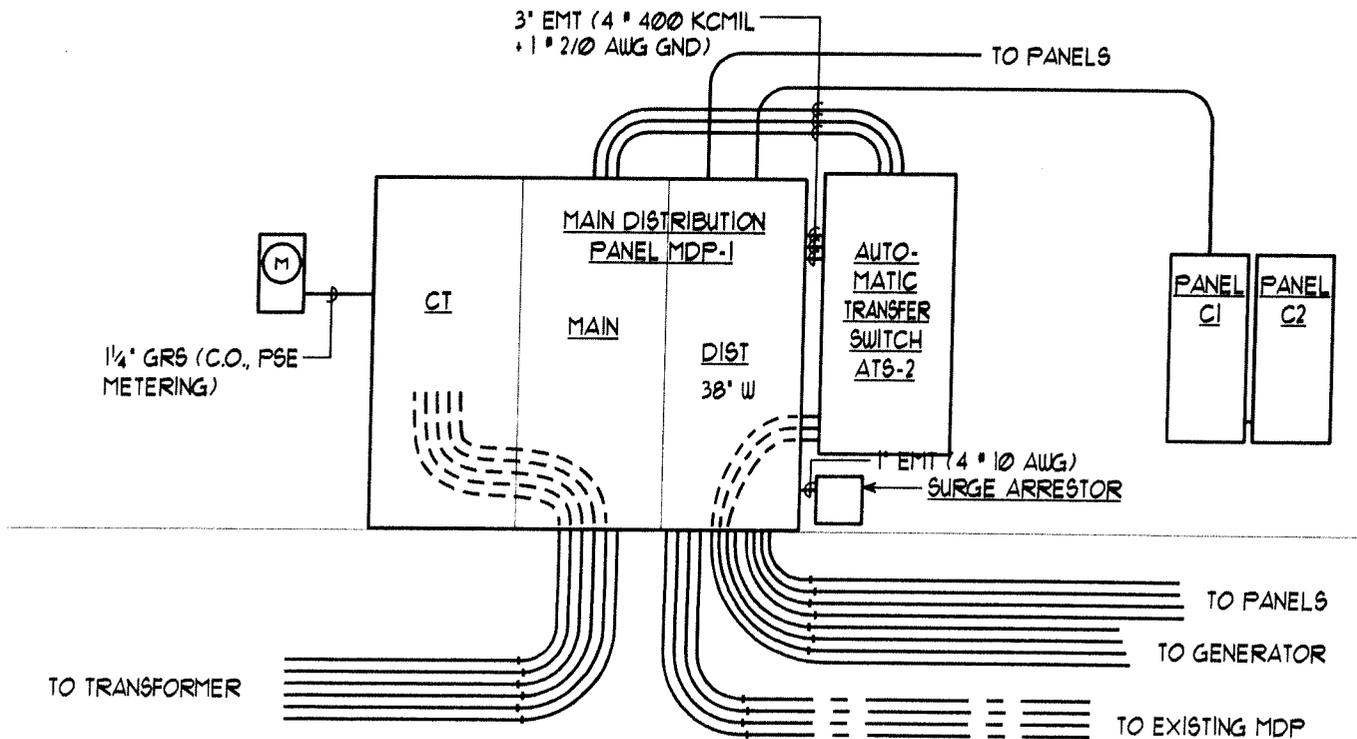
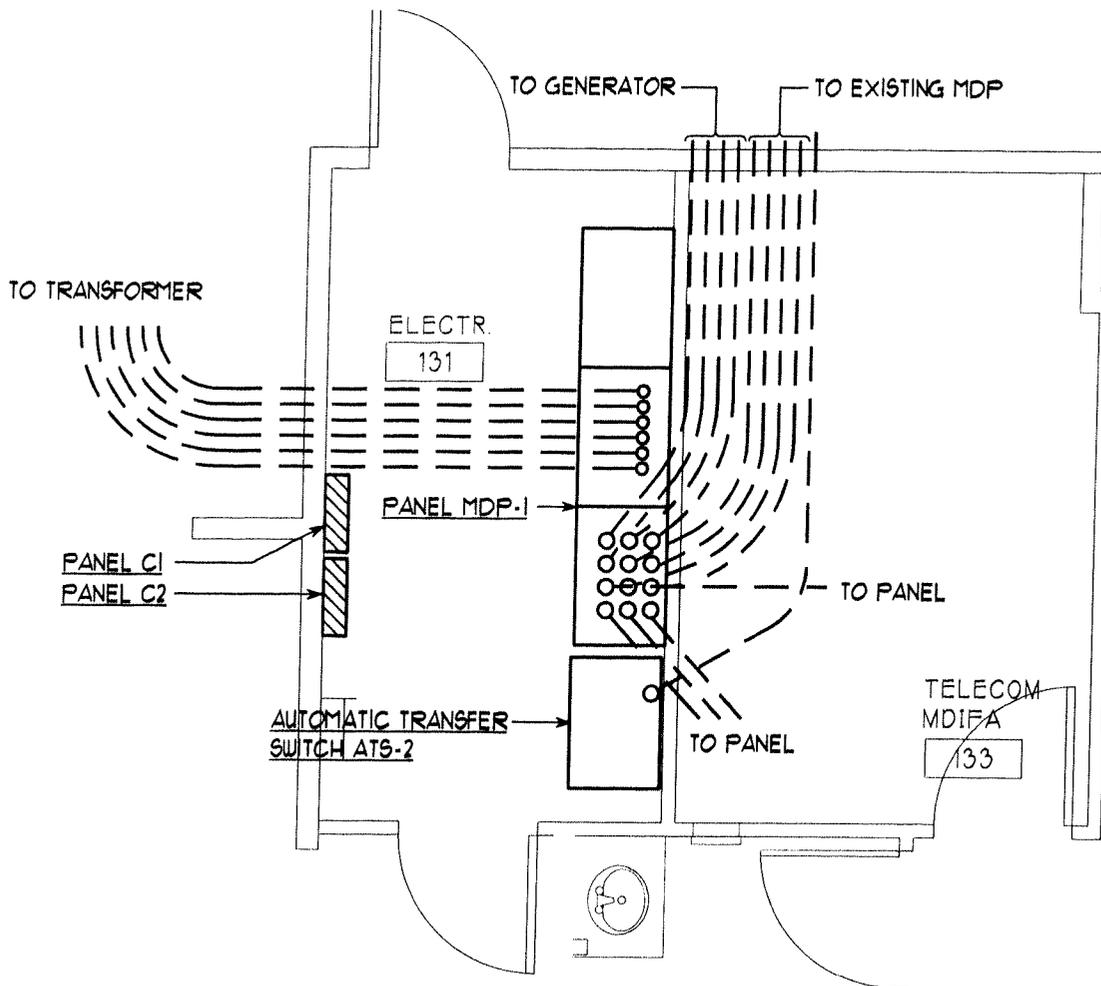
----- File information -----
File: 04-674 AR-36.pdf
Date: 15 Oct 2007, 7:44
Size: 3129908 bytes.
Type: Unknown

Part 1.2 **Content-Description:** Attachment information.
Content-Type: text/plain

10-22 SECOND OPTION.pdf **Content-Type:** Application/Octet-stream
Content-Encoding: BASE64

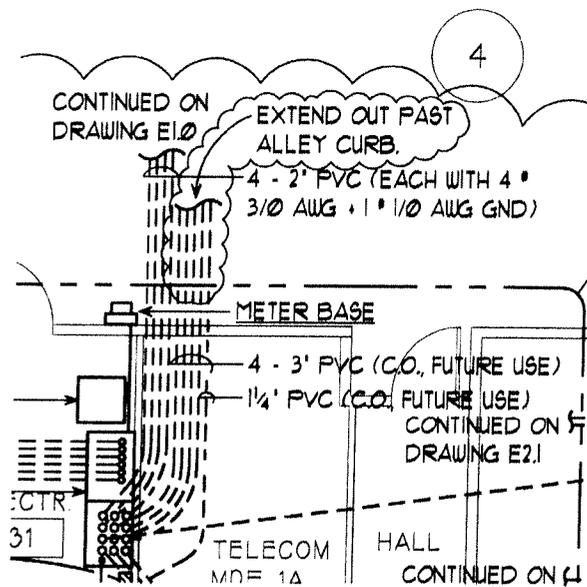
Part 1.4 **Content-Description:** Attachment information.
Content-Type: text/plain

04-674 AR-36.pdf **Content-Type:** Application/Octet-stream
Content-Encoding: BASE64



SECOND OPTION

1/4" = 1'-0"



PARTIAL SITE PLAN

SCALE 1/8"=1'

04-674 COURTROOM/COUNCIL EXPANSION SEDRO WOOLLEY
 AR#36 CONDUITS FOR FUTURE GENERATOR PG 1/1
 DATE: 10/15/07



CARLETTI ARCHITECTS P.S.

architecture & planning

116 E. Fir Street
 Suite A
 Mount Vernon, WA 98273

Phone: (360) 424-0394
 Fax: (360) 424-5726

MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Relocate Existing Reception Window.

PROPOSAL NO. 026

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Manley McIntyre - Colacurcio Brothers, Inc.

DATE ISSUED: 10/28/07

Added cost to remove and relocate the existing reception window.

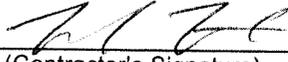
DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (**ADDITION**) (~~DEDUCTION~~) to the

Contract sum of: Two hundred thirty-three dollars and fourteen cents. \$ 233.14
State Sales Tax (~~INCLUDED~~) (**EXCLUDED**)

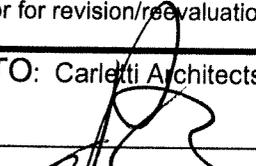
The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (**EXTENSION**) (~~REDUCTION~~) (leave blank if "0" days) of _____ calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

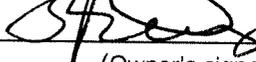
SUBMITTED BY  DATE 10-27-07
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[] Returned to Contractor for revision/revaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 11/1/07

AUTHORIZED BY  DATE 11-1-07
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

Project: Sedro-Woolley Courthouse Expansion
Description of Work: Relocate Reception Window.

Modification Proposal Request

Owner / Architect: City of Sedro-Woolley - Carletti Architects

MPR 026
Job No. 207008
Date: 10/28/07

Labor

Description	Class	Straight Time		Rate	Overtime		Amount
		Hrs	Rate		Hrs	Rate	
Remove and reinstall	Superintendent	4.00	49.50				194.00
	Carpenter		48.50				
Use additional sheet if necessary							
Labor - Subtotal							194.00
*Mark-Up at 15%							29.10
Labor Total							223.10

Materials

Description	Quantity	Unit	Unit Price	Amount
Use additional sheet if necessary				
Material Subtotal				
*Mark-Up at 15%				
Material Total				

Equipment

Description	Cola. Bros. #	Hours Worked	Equip Rate	Oper. Cost	Total Rate	Total Amount	
							Excavator - Cat312
Excavator - Standby			17.50	6.25	17.50		
Backhoe - 416 Cat/310 JD			29.00	6.25	35.25		
Backhoe - Standby			14.50	4.95	14.50		
Pick-up - crew truck			5.10	4.95	10.05		
Dump truck - Solo			32.00	6.95	38.95		
Equipment Subtotal							
Small Tools at 0% of Labor							
Subtotal							
Mark-Up at 15%							
Equipment Total							

Subcontractors

Description	Quantity	Unit	Unit Price	Amount
Use additional sheet if necessary				
Subcontract Subtotal				
*Mark-Up at 8%				
Subcontract Total				

Summary

Labor - Total	223.10
Equipment - Total	-
Material - Total	-
Subcontract - Total	-
Bonds & Insurance 4.5%	10.04
Subtotal	233.14
Total Cost This Change	233.14

Equipment Subtotal

Small Tools at 0% of Labor

Subtotal

Mark-Up at 15%

Equipment Total

Subject: CLerks Wdo Sedro Woolley AR#33
From: "Quientin Sutter" <quientin@carlettiarchitects.com>
Date: Wed, 03 Oct 2007 08:38:20 -0700
To: m.mcintyre@colacurciobrothers.com
CC: t.post@colacurciobrothers.com, m.turner@colacurciobrothers.com

Manley,

The city would like to get a cost in taking the existing police/reception wdo and placing it at the court clerks wdo facing the lobby. See attached AR#33. Let me know if you have any questions.

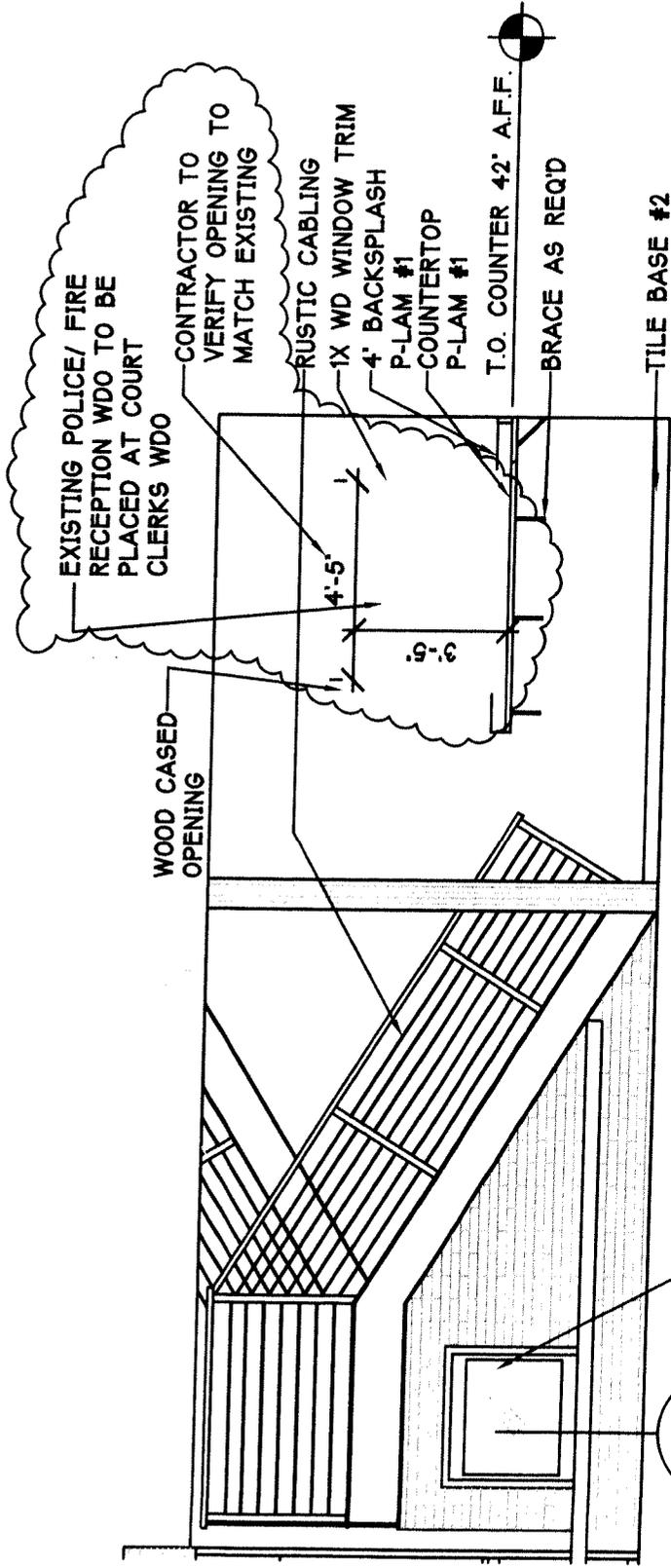
Quientin Sutter
Carletti Architects, P.S.
Phone: 360-424-0394 ext.105
FAX: 360-424-5726

The following section of this message contains a file attachment prepared for transmission using the Internet MIME message format. If you are using Pegasus Mail, or any other MIME-compliant system, you should be able to save it or view it from within your mailer. If you cannot, please ask your system administrator for assistance.

----- File information -----
File: 04-674 AR-33.pdf
Date: 3 Oct 2007, 7:44
Size: 85301 bytes.
Type: Unknown

Part 1.2 **Content-Description:** Attachment information.
Content-Type: text/plain

04-674 AR-33.pdf **Content-Type:** Application/Octet-stream
Content-Encoding: BASE64



EXISTING POLICE/ FIRE
RECEPTION WDO TO BE
PLACED AT COURT
CLERKS WDO

WOOD CASED
OPENING

CONTRACTOR TO
VERIFY OPENING TO
MATCH EXISTING

RUSTIC CABLING
1X WD WINDOW TRIM
4' BACKSPLASH
P-LAM #1
COUNTERTOP
P-LAM #1

T.O. COUNTER 42" A.F.F.

BRACE AS REQ'D

TILE BASE #2

GAS FIREPLACE
& MANTEL ALT. #2

11
A-6.8

GAS FIREPLACE

INTERIOR ELEVATIONS

SCALE 1/4"=1'-0"



CARLETTI ARCHITECTS P.S.

architecture & planning

116 E. Fir Street
Suite A
Mount Vernon, WA 98273
Phone: (360) 424-0394
Fax: (360) 424-5726

04-674 COURTROOM/COUNCIL EXPANSION SEDRO WOOLLEY

AR #33

COURT CLERKS WDO

DATE: 10-2-07

SHEET 1/1



Building, Planning and Engineering Dept.

Sedro-Woolley Municipal Building

720 Murdock Street

Sedro Woolley, WA 98284

Phone (360) 855-0771

Fax (360) 855-0733

MEMO:

To: City Council
Mayor Anderson

From: Jack Moore,
Director of Planning & Community Development

Date: November 21, 2007

Subject: Proposed revisions to ordinance 15.04, updating to currently adopted State Codes.
(2nd Reading)

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 28 2007

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

ISSUE

1. Should the Council approve the attached proposal to update the City's Ordinances to reflect the State adoption of the 2006 editions of the codes our City currently uses along with local amendments?

DESCRIPTION

Sections 1504.020, 1504.030 and 1504.035 are proposed to be updated to include references to the 2006 editions of the codes that are currently adopted by the city, with the specific changes as follows:

- | | |
|--|---|
| 15.04.020(A) Adoption of Appendices | B: Board of Appeals
C: Agricultural Buildings
J: Grading |
| 15.04.020(B) Adoption of Appendices | E: Manufactured Housing Used as Dwellings
F: Radon Control Methods (as adopted by State)
G: Swimming Pools, Spas and Hot Tubs |
| 15.04.020(D) Exclusion of Chapters 12 and 15 and portions of Chapter 5 (as excluded by State) | |
| 15.04.020(K) Eliminate deletion of subsection 302.8 and add required insertion in subsection 302.4. | |

Section 15.04.035 has been revised and reformatted. The subsections shown in this memo refer to the existing code numeration.

- 15.04.035(A)** Eliminate amendment to Chapter 3408 (these requirements are now addressed in the International Codes and the fees are included in fee schedule).
- 15.04.035(B)** Eliminate 1st paragraph of section (these requirements are now addressed in the International Codes) and reformat as subsection (A).
- 15.04.035(C)** Reformat as subsection (D).
- 15.04.035(D)** Eliminate description in last sentence and add “as required by code.”
Reformat as subsection (B).
- 15.04.035(E)** Reformat as subsection (C).
- 15.04.035(F)** Reformat as subsection (E).
- 15.04.035(G)** Revised old reference from 3304 to *Appendix J*. Reformat as subsection (G).
- 15.04.035(H)** Eliminated—Unnecessary, repetitive statement.
- 15.04.035(I)** Reformat as subsection (F).
- 15.04.035(J)** Eliminated—Unnecessary; appendices are not adopted unless specifically named.
- 15.04.035(K)** Reformat as subsection (H).
- 15.04.035(L)** Add as new code Section AE607. Reformat as subsection (I).

Included in this memo is:

Exhibit A – Existing sections 1504.020, 1504.030 and 1504.035; and

Exhibit B – Proposed sections 1504.020, 1504.030 and 1504.035

RECOMMENDED ACTION

Motion to adopt revised SWMC sections 1504.020, 1504.030 and 1504.035 as attached.

Exhibit A

Chapter 15.04

BUILDING CODE*

Sections:

- 15.04.010 Title.
- 15.04.020 Codes adopted.
- 15.04.030 Amendments generally.
- 15.04.035 Specific amendments and additions to International Building Code.
- 15.04.038 Specific amendments to International Fire Code.
- 15.04.039 Amendments.
- 15.04.040 Fees—Building permit and plan review fees.
- 15.04.042 Building valuation data.
- 15.04.043 Administration and enforcement.
- 15.04.044 Certification of plans by architects and engineers.
- 15.04.045 Plan check fees for identical plans.
- 15.04.047 Mandatory street signs.
- 15.04.050 Prohibitions.
- 15.04.055 Enforcement—Civil suits.
- 15.04.060 Violation—Penalty.

* Prior ordinance history: Ords. 1025 and 1078.

15.04.010 Title.

This chapter shall be known as the building code of the city of Sedro-Woolley. (Ord. 1477-04 § 1, 2004; Ord. 1154 § 1, 1992)

15.04.020 Codes adopted.

The following codes are hereby adopted by reference, subject to modifications and/or amendments hereinafter set forth in this chapter:

A. International Building Code, 2003 Edition, published by the International Code Council, together with all supplements thereto, mandated state amendments and subject to the modifications set forth by the state of Washington in Chapter 51-50 WAC;

B. International Residential Code, 2003 Edition, published by the International Code Council, together with all supplements thereto, excluding Appendix Chapter F and subject to the modifications set forth by the state of Washington in Chapter 51-51 WAC;

C. International Mechanical Code, 2003 Edition, published by the International Code Council, together with all supplements thereto, and subject to the modifications set forth by the state of Washington in Chapter 51-52 WAC;

D. Uniform Plumbing Code, 2003 Edition, published by the International Association of Plumbing and Mechanical Officials, together with all supplements and amendments thereto, and subject to the modifications set forth by the state of Washington in Chapters 51-56 and 51-57 WAC;

E. International Fire Code, 2003 Edition, published by the International Code Council, and amendments and additions thereto; supplements thereto; mandated state amendments, Chapter 51-54 WAC. Appendices Chapter B, Chapter C, Chapter E, Chapter F;

F. International Fuel Gas Code, 2003 Edition, published by the International Code Council, together with standards NFPA 58 and NFPA 54;

G. International Existing Building Code, 2003 Edition;

H. The Washington State Energy Code, 2003 Edition, and Reference Standard 29, developed by the Washington State Building Code Council, and set forth in Chapter 51-11 WAC;

I. The Washington State Ventilation and Indoor Air Quality Code, 2003 Edition, as set forth in Chapter 51-13 WAC, effective July 1, 2004;

J. Installation of factory built housing and commercial structures, RCW 43.22.460, together with WAC 296-150C-0540, 296-150F-0540 and the installation of manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650;

K. The International Property Maintenance Code, 2003 Edition, published by the International Code Council, together with all supplements thereto, deleting subsection 302.8 regarding motor vehicles.

In case of conflict among the codes numerated in subsections A through K of this section, the first named code shall govern over those following. (Ord. 1492-04 § 1, 2004: Ord. 1477-04 § 2, 2004: Ord. 1323-99 § 1, 1999: Ord. 1280-97 § 1, 1997: Ord. 1154 § 2, 1992)

15.04.030 Amendments generally.

Pursuant to authority granted by the Revised Code of the state of Washington under the State Building Code Act, amendments to the uniform codes adopted in Section 15.04.020, when adopted by the state of Washington and Building Code Council, are hereby adopted and incorporated by reference, and apply within this jurisdiction. (Ord. 1477-04 § 3, 2004: Ord. 1211 § 1, 1994: Ord. 1154 § 3, 1992)

15.04.035 Specific amendments and additions to International Building Code.

A. Section 3408 of the International Building Code, 2003 Edition, is amended to read as follows:

3408 - Moved Structures

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures. No person shall move any building or structure into or within the city unless, prior to moving, said building or structure has been inspected for compliance with this code by the building official.

The cost of said inspection fee shall be payable in advance and shall not be refundable. The inspection fee shall be based upon the following schedule:

\$100.00 - When located within the city.

\$200.00 - When located outside of the city but within Skagit County. This fee is for pre-relocation inspection, and does not preclude

additional fees and inspections for new construction associated with the structure.

A building permit is required for the improvements of the new site and must be obtained prior to the actual relocation of the building or structure. Plans for the site improvements should include a chronological time frame for completion of improvements and a security bond for improvements may be required at the discretion of the building official.

Temporary structures such as reviewing stands and other miscellaneous structures, sheds, canopies, or fences used for the protection of the public around and in conjunction with construction work may be erected by special permit from the building official for a limited period of time. Such buildings or structures need not comply with the type of construction or fire-resistive time periods required by this code. Temporary buildings or structures shall be completely removed upon the expiration of the time limit stated in the permit.

B. Section 104.8 of the International Building Code, 2003 Edition, is hereby amended to read as follows:

104.8 - Liability

The building official, or his authorized representative charged with the enforcement of this code, acting in good faith and without malice in the discharge of his duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of his duties. Any suit brought against the building official or employee because of such act or omission performed by him in the enforcement of any provision of this code shall be defended by legal counsel provided by this jurisdiction

until final termination of such proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming any such liability by reasons of the inspections authorized by this code or any certificates of inspection issued under this code.

Enforcement of this code shall not be construed to be for the particular benefit of any individual person or group of persons, other than the general public. In the event of a conflict between the intent of this section and any other section or subsection herein, this subsection shall govern insofar as applicable.

C. Section 112A of the International Building Code, 2003 Edition, is hereby amended to read as follows:

112.1 - General

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals consisting of members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of the City of Sedro-Woolley.

The building official and fire chief shall be ex officio members of said Board but shall have no vote on any matter before the Board. The Board of Appeals shall be appointed by the mayor and shall hold office at the mayor's pleasure. The

Board shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

D. Section 105.1 of the International Building Code, 2003 Edition, is amended to read as follows:

105.1 - Permits Required

No person, firm, or corporation shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building, structure, parking facility, or parking lot in the city, except as specified in Section 105.2, or cause the same to be done, without obtaining a separate building permit for each such building, structure, or parking facility from the building official, nor shall any person, firm, or corporation excavate, fill, or grade for any purpose in the city, or cause the same to be done, without first obtaining a permit therefore from the building official. The building official can waive the permit required for fill, excavating, or grading if it is determined that the work does not exceed the purpose intended in IBC Appendix J Section J103 contained therein.

E. Section 105.2 of the International Building Code, 2003 Edition, is amended to add an enumerated paragraph "14" to the numbered paragraphs therein, as follows:

105.2 - Work Exempt from Permit

14. Pursuant to WAC 51-50-007 Exceptions, Permits will not be required for the installation or relocation of framed membrane structures or tent type structures as defined in Chapter 3102.2, provided that:

(1) The structure is used exclusively for the protection or propagation of plants; and

(2) The structure is located a minimum of 20 feet from any property line or other structure.

F. Section 3304.1 of the International Building Code, 2003 Edition, is amended to read as follows:

3304.1 — Excavation and fill

All stumps and roots shall be removed from the soil to a depth of at least twelve inches (12”) below the surface of the ground in the area to be occupied by the building.

All wood forms which have been used in placing concrete, if within the ground or between foundation sills and the ground, shall be removed before a building is occupied or used for any purpose. Before completion, loose or casual wood shall be removed from direct contact with the ground under the building.

The finished grade and elevation under the building shall be above the ground drainage flow of the land around the building to prevent surface or subsurface water from draining to the space under the building, provided that alternates may be used if shown on the building plans and approved by the building official, such as drain tile, or exterior drainage of the building, or an approved sump pump system. At least two percent (2%) gradient toward approved drainage facilities is required from building walls unless waived by the building official for non-hill terrain. Approved sump pump systems shall in no case be connected to the sanitary sewer system.

Tight lined downspout and perimeter building drains may be connected together at a point no closer than 10 feet from a building.

G. Appendix Section 3304 of the International Building Code, 2003 Edition, is amended to add the following paragraph and read as follows:

3304.1.5 - Hazards

Whenever the building official determines that a proposed or existing excavation, embankment, or fill on any land within the City of Sedro-Woolley is or may become a hazard to life or limb, endangers property, adversely affects the environment or the safety, use, or stability of a public way, or adversely affects a drainage channel or other natural watercourse by siltation, erosion, diversion, concentration, or an increase in storm water runoff, the owner of the property upon which the excavation or fill is located or other person or agent in control of said property shall upon receipt of notice from the building official repair or eliminate such excavations, embankments, or fill so as to eliminate the hazard and be in conformance with the requirements of this code.

H. 3313 Environmental Impact Statement.

(Added) An environmental impact statement shall be submitted where required by state statute.

I. Appendix Section J109 of the International Building Code, 2003 Edition, is amended to add the following subsection and read as follows:

J109.5 - Disposal

All drainage facilities shall be designed to carry water to nearest practicable drainage way approved by the building official and/or any appropriate administrative authority as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of nonerosive down-drains or other devices. The building official shall not approve plans for drainage facilities which adversely

affect the rights of nonconsenting owners other than the applicant.

J. International Building Code, 2003 Edition, Appendix Chapters D and H are hereby deleted.

K. Whenever the word "shall" is used in the referenced adopted Codes, it is defined to have the following meanings:

A. With respect to the functions and powers of the chief code official, building official, or any agents and employees of the city and any board authorized hereunder, a direction and authorization to act in the exercise of sound discretion and in good faith;

B. With respect to the obligation upon owners and occupants of premises and their agents, a mandatory requirement to act in compliance with the provisions of the code at the risk of civil and/or criminal liability upon failure.

L. A new section is added to the International Building Code to read as follows:

1. Mobile homes: before any mobile home or manufactured housing unit is located or placed upon a lot or parcel, the person desiring to locate or place the mobile home/unit must obtain a building permit from the building department. Thereafter the building department shall ascertain if the mobile home/unit meets the requirements of the city zoning code, that the wheels and tongue have been removed and the proper support is provided.

2. All applicable zoning requirements must be adhered to. No mobile home/unit shall be located or placed until permits and approvals have been obtained.

3. Mobile homes and manufactured housing not located within a sale lot nor within an approved mobile home park shall:

1. Consist of at least two fully enclosed parallel sections of each of not less than twelve feet wide by thirty-six feet long;

2. Be placed on a poured or permanent concrete block foundation similar to that required for other residential construction;

3. Have a roof which was originally constructed and is now pitched with a slope no less than 3 inches of rise to 12 inches of run, is constructed as an integral part of the home, and is made of either composition, shakes or shingles;

4. Have exterior siding similar in appearance to siding materials commonly used on conventional site-built (per the Uniform Building Code) single-family residences;

5. Have the tongue removed if designed to allow removal;

6. Have a minimum of eighteen inches crawl space;

7. Have permanent steps affixed to all exits; and

8. Be approved by and bear the insignia of the U.S. Department of Housing and Urban Development.

4. Mobile homes and manufactured housing within approved mobile home parks shall:

1. Be placed on a permanent foundation or footings and piers and meet all manufacturer's specifications for support;

2. Be securely tied down in accordance with the manufacturer's specifications or those of a licensed architect or engineer;

3. Have the tongue removed;
4. Maintain a minimum of eighteen inches crawl space under the entire mobile home;
5. Have permanent steps affixed to all exits;
6. Be approved by and bear the insignia of the U.S. Department of Housing and Urban Development;
7. Have a securely attached exterior skirting material consisting of concrete, masonry, or pressure treated wood, or vinyl siding that extends around the entire mobile home between the ground and the outer bottom portion of the dwelling;
8. Have a finished exterior consisting of a composition roof and wood or wood-type siding;
9. Have a minimum area of 500 square feet exclusive of expandos; and
10. Have a minimum width of not less than 14 feet.

(Ord. 1477-04 § 4, 2004)

Exhibit B

Chapter 15.04

BUILDING CODE*

Sections:

15.04.010	Title.
15.04.020	Codes adopted.
15.04.030	Amendments generally.
15.04.035	Specific amendments and additions to International Building Code.
15.04.038	Specific amendments to International Fire Code.
15.04.039	Amendments.
15.04.040	Fees—Building permit and plan review fees.
15.04.042	Building valuation data.
15.04.043	Administration and enforcement.
15.04.044	Certification of plans by architects and engineers.
15.04.045	Plan check fees for identical plans.
15.04.047	Mandatory street signs.
15.04.050	Prohibitions.
15.04.055	Enforcement—Civil suits.
15.04.060	Violation—Penalty.

* Prior ordinance history: Ords. 1025 and 1078.

15.04.010 Title.

This chapter shall be known as the building code of the city of Sedro-Woolley. (Ord. 1477-04 § 1, 2004; Ord. 1154 § 1, 1992)

15.04.020 Codes adopted.

The following codes are hereby adopted by reference, subject to modifications and/or amendments hereinafter set forth in this chapter:

A. International Building Code, 2006 Edition, published by the International Code Council, together with all supplements thereto, subject to the modifications set forth by the state of Washington in Chapter 51-50 WAC; and Appendices B, C, J and M (WA State amendments).

B. International Residential Code, 2006 Edition, except chapters 11 and 25-42, published by the International Code Council, together with all supplements thereto, and Appendices E, F and G; and subject to the modifications set forth by the state of Washington in Chapter 51-51 WAC;

C. International Mechanical Code, 2006 Edition, published by the International Code Council, together with all supplements thereto, and subject to the modifications set forth by the state of Washington in Chapter 51-52 WAC;

D. Uniform Plumbing Code, 2006 Edition, published by the International Association of Plumbing and Mechanical Officials, together with all supplements thereto, and subject to the modifications set forth by the state of Washington in Chapters 51-56 and 51-57 WAC; provided that chapters 12 and 15 are not adopted. Provided further, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in chapter 5 and those portions of the code addressing building sewers are not adopted.

E. International Fire Code, 2006 Edition, published by the International Code Council, and all supplements thereto; mandated state amendments, Chapter 51-54 WAC; and Appendices Chapter B, Chapter C, Chapter E, Chapter F;

F. International Fuel Gas Code, 2006 Edition, published by the International Code Council, together with standards NFPA 58 and NFPA 54;

G. International Existing Building Code, 2006 Edition;

H. The Washington State Energy Code, 2006 Edition, and Reference Standard 29, developed by the Washington State Building Code Council, and set forth in Chapter 51-11 WAC;

I. The Washington State Ventilation and Indoor Air Quality Code, 2006 Edition, as set forth in Chapter 51-13 WAC,

J. Installation of factory built housing and commercial structures, RCW 43.22.460, together with WAC 296-150C-0540, 296-150F-0540 and

the installation of manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650;

K. The International Property Maintenance Code, 2006 Edition, published by the International Code Council, together with all supplements thereto. Insert (6") into section 302.4.

In case of conflict among the codes numerated in subsections A through K of this section, the first named code shall govern over those following. (Ord. 1492-04 § 1, 2004: Ord. 1477-04 § 2, 2004: Ord. 1323-99 § 1, 1999: Ord. 1280-97 § 1, 1997: Ord. 1154 § 2, 1992)

15.04.030 Amendments generally.

Pursuant to authority granted by the Revised Code of the state of Washington under the State Building Code Act, amendments to the codes adopted in Section 15.04.020, when adopted by the state of Washington and Building Code Council, are hereby adopted and incorporated by reference, and apply within this jurisdiction. (Ord. 1477-04 § 3, 2004: Ord. 1211 § 1, 1994: Ord. 1154 § 3, 1992)

15.04.035 Specific local amendments and additions to International Building Code and International Residential Code.

A.. Sections 104.8 of the International Building Code and the International Residential Code, 2006 Editions, are hereby amended to include the additional paragraphs as follows:

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming any such liability by reasons of the inspections authorized by this code or any certificates of inspection issued under this code.

Enforcement of this code shall not be construed to be for the particular benefit of any individual person or group of persons, other than the general public. In the event of a conflict between the intent of this section and any other section or subsection herein, this subsection shall govern insofar as applicable.

B. Sections 105.1 of the International Building Code and the International Residential Code, 2003 Editions, are amended to read as follows:

105.1 - Permits Required

No person, firm, or corporation shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building, structure, parking facility, or parking lot in the city, except as specified in Section 105.2, or cause the same to be done, without obtaining a separate building permit for each such building, structure, or parking facility from the building official, nor shall any person, firm, or corporation excavate, fill, or grade for any purpose in the city, or cause the same to be done, without first obtaining a permit therefore from the building official as required by code.

C. Section 105.2 of the International Building Code, 2006 Edition, is amended to add an enumerated paragraph "14" to the numbered paragraphs therein; and section 105.2 of the International Residential Code, 2006 Edition, is amended to add an enumerated paragraph "10" to the numbered paragraphs, as follows:

105.2 - Work Exempt from Permit

(14)/(10). Pursuant to WAC 51-50-007 Exceptions, Permits will not be required for the installation or relocation of framed membrane structures or tent type structures as defined in Chapter 3102.2, provided that:

(1) The structure is used exclusively for the protection or propagation of plants; and

(2) The structure is located a minimum of 20 feet from any property line or other structure.

D. Section 112.1 of the International Building Code and the International Residential Code, 2006 Editions, are hereby amended to read as follows:

112.1 - General

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals consisting of members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of the City of Sedro-Woolley.

The building official and fire chief shall be ex officio members of said Board but shall have no vote on any matter before the Board. The Board of Appeals shall be appointed by the mayor and shall hold office at the mayor's pleasure. The Board shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

E. Section 3304.1 of the International Building Code, 2006 Edition, is amended to read as follows:

3304.1 — Excavation and fill

All stumps and roots shall be removed from the soil to a depth of at least twelve inches (12") below the surface of the ground in the area to be occupied by the building.

All wood forms which have been used in placing concrete, if within the ground or between foundation sills and the ground, shall be removed before a building is occupied or used for any purpose. Before completion, loose or casual wood shall be removed from direct contact with the ground under the building.

The finished grade and elevation under the building shall be above the ground drainage flow of the land around the building to prevent surface or subsurface water from draining to the space under the building, provided that alternates may be used if shown on the building plans and approved by the building official, such as drain tile, or exterior drainage of the building, or an approved sump pump system. At least two percent (2%) gradient toward approved drainage facilities is required from building walls unless waived by the building official for non-hill terrain. Approved sump pump systems shall in no case be connected to the sanitary sewer system.

Tight lined downspout and perimeter building drains may be connected together at a point no closer than 10 feet from a building.

F. Appendix Section J109 of the International Building Code, 2006 Edition, is amended to add the following subsection and read as follows:

J109.5 - Disposal

All drainage facilities shall be designed to carry water to nearest practicable drainage way approved by the building official and/or any appropriate administrative authority as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of nonerosive down-drains or other devices. The building official shall not approve plans for drainage facilities which adversely affect the rights of nonconsenting owners other than the applicant.

G. Appendix J of the International Building Code, 2006 Edition, is amended to add the following section to read as follows:

Section J112 - Hazards

Whenever the building official determines that a proposed or existing excavation, embankment, or fill on any land within the City of Sedro-Woolley is or may become a hazard to life or limb, endangers property, adversely affects the environment or the safety, use, or stability of a public way, or adversely affects a drainage channel or other natural watercourse by siltation, erosion, diversion, concentration, or an increase in storm water runoff, the owner of the property upon which the excavation or fill is located or other person or agent in control of said property shall upon receipt of notice from the building official repair or eliminate such excavations, embankments, or fill so as to eliminate the hazard and be in conformance with the requirements of this code.

H. Whenever the word “shall” is used in the referenced adopted Codes, it is defined to have the following meanings:

1. With respect to the functions and powers of the chief code official, building official, or any agents and employees of the city and any board authorized hereunder, a direction and authorization to act in the exercise of sound discretion and in good faith;
2. With respect to the obligation upon owners and occupants of premises and their agents, a mandatory requirement to act in compliance with the provisions of the code at the risk of civil and/or criminal liability upon failure.

I. Appendix E of the International Residential Code, 2006 Edition, is amended to add the following section to read as follows:

Section AE607 – Local Requirements

1. Mobile homes: before any mobile home or manufactured housing unit is located or placed upon a lot or parcel, the person desiring to locate or place the mobile home/unit must obtain a building permit from the building department. Thereafter the building department shall ascertain if the mobile home/unit meets the requirements of the city zoning code, that the wheels and tongue have been removed and the proper support is provided.

2. All applicable zoning requirements must be adhered to. No mobile home/unit shall be located or placed until permits and approvals have been obtained.

3. Mobile homes and manufactured housing not located within a sale lot nor within an approved mobile home park shall:

1. Consist of at least two fully enclosed parallel sections of each of not less than twelve feet wide by thirty-six feet long;

2. Be placed on a poured or permanent concrete block perimeter foundation similar to that required for site-built residential construction;

3. Have a roof which was originally constructed, pitched with a slope no less than 3 inches of rise to 12 inches of run, is constructed as an integral part of the home, and is made of either composition, shakes or shingles;

4. Have exterior siding similar in appearance to siding materials commonly used on conventional site-built (per the International Residential Code) single-family residences;

5. Have the tongue removed if designed to allow removal;

6. Have a minimum of eighteen inches crawl space;

7. Have permanent steps affixed to all exits; and

8. Be approved by and bear the insignia of the U.S. Department of Housing and Urban Development.

4. Mobile homes and manufactured housing within approved mobile home parks shall:

1. Be placed on a permanent foundation or footings and piers and meet all manufacturer's specifications for support;

2. Be securely tied down in accordance with the manufacturer's specifications or those of a licensed architect or engineer;

3. Have the tongue removed;

4. Maintain a minimum of eighteen inches crawl space under the entire mobile home;

5. Have permanent steps affixed to all exits;

6. Be approved by and bear the insignia of the U.S. Department of Housing and Urban Development;

7. Have a securely attached exterior skirting material consisting of concrete, masonry, or pressure treated wood, or vinyl siding that extends around the entire mobile home between the ground and the outer bottom portion of the dwelling;

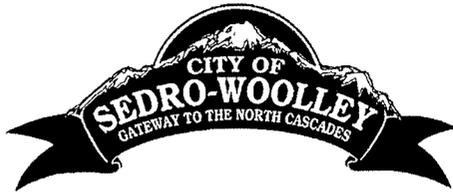
8. Have a finished exterior consisting of a composition roof and wood or wood-type siding;

9. Have a minimum floor area of 500 square feet; and

10. Have a minimum width of not less than 14 feet.

(Ord. 1477-04 § 4, 2004)

NEW BUSINESS



CITY COUNCIL AGENDA CITY OF SEDRO-WOOLLEY
REGULAR MEETING Sedro-Woolley Municipal Building
720 Murdock Street

NOV 28 2007

Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 11

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Utility Rates/Fees
DATE: November 28, 2007

ISSUES: Should the Council consider increasing utility rates via an annual index and should the Council consider increasing the sewer connection fee?

BACKGROUND: This item was presented to the Council utilities committee – they felt it better for the full Council to discuss these questions together. Three issues were presented to the committee:

1. Solid Waste: Request to drop the additional \$1.00 fuel surcharge and instead include that Dollar in the monthly rate;
2. Sewer connection charge: Request to increase the connection charge to \$9,797.00. See attached memo from Katy Isaksen which details the need for this increase;
3. Consider adopting an ordinance that increases utility fees (solid waste, sewer and storm water) annually based upon some measure of inflation.

Solid Waste request. The \$1.00 surcharge has been in place for years now and there is no indication that oil prices will drop to a point where the surcharge can go away. If anything, we should be planning for a future additional surcharge when fuel prices reach \$3.50-\$4.00/gallon. This request stems from complaints from citizens that this really is not a surcharge, but instead a rate increase. Staff agree and suggest we increase the rate by \$1.00 and eliminate the fuel surcharge by \$1.00. This request has no impact on the amount a customer is charged.

Sewer connection charge. Katy Isaksen has prepared the attached memo which details the planned projects with the current costs and includes an updated methodology for sharing that cost between existing customers and future customers. Essentially, her calculations identify the planned, necessary projects, break them into projects that support new connections only or projects that support new and existing connections. She also identifies the costs/value of existing infrastructure. She then quantifies the benefits between new and existing customers and allocates the costs. Her report shows that connections fees should be \$9,797.00.

Rate increase indexing. The concern is that cities are usually slow to increase rates and as a result rate increases occur in a larger stair-step fashion. Less frequent but larger rate increases make it more difficult to plan for the future and seem to be more difficult on the citizens. One

alternative is an ordinance that includes annual increases indexed to some measure of inflation. These increases do not generate new revenue from year-to-year to support new services, but do generate increased revenue to match the increased cost of doing business.

We are scheduling some time on the December 4 worksession agenda to discuss sewer rates in the context of our planned projects. I have attached all of Katy Isaksen's memo now so you can ask preliminary questions on November 28 and we can get responses for the December 4 meeting.

RECOMMENDATION: Provide direction to staff regarding rate & fee increases in the future. If you want to index rates to fees, I will prepare an ordinance for your review following a public hearing in the future. If you want to consider the increase to the sewer connection charge, we will schedule a public hearing and I will prepare an ordinance for your consideration.

CAP FACIL CHG SUMM

CITY OF SEDRO-WOOLLEY

DRAFT - UPDATED 10/22/07

Inserted current project costs from Debbie's sheet and engineer est.

SUMMARY - CAPITAL FACILITIES CHARGE		
Current Ordinance	\$	7,266
Includes \$1,650 for growth share of treatment plant bonds		
Proposed Revision	\$	8,926
Adjust for actual and current estimates for projects thru 2010		

CAPITAL FACILITIES CHARGE ALTERNATIVES		
<u>Completed Projects Since 1994</u>	\$	9,742,342
Equiv Units - 2004		3,865
Cost per Equiv Unit	\$	2,521
 Growth Share of Treatment Plant Bonds		
Cost per Equiv Unit	\$	1,650
 <u>Future Projects Allocated to Future Customers</u>	\$	15,105,885
Increase in Equiv Units		2,076
Cost per Equiv Unit	\$	7,276
 Range for Capital Facilities Charge		
Future Share Only	\$	7,276
Future Share + Share of Treatment Plant	\$	8,926
Future Share + Share of Completed	\$	9,797

Equivalent Units Calculation		
	<u>2004</u>	<u>2010</u>
base flow	0.36	0.53 mgd
I&I	1.10	1.24 mgd
I&I factor	2.06	1.34 factor
	100	gpd/person
	2.6	p/household
	260	260 gpd/household
	2.06	1.34 I&I factor
	<u>2,070,000</u>	<u>2,070,000</u> gpd plant
	3,865	5,941 Equiv Units
		2,076 Increase in Equiv Units

PRELIMINARY DRAFT

No.	City of Sedro-Woolley Six-Year Capital Improvement Program Schedule	Est. Cost (\$2004)	Actual Cost / Est. 2007	ALLOCATION NOTES			CITY CUSTOMER COSTS		
				Exist Cust	Future Cust	Others	Exist Cust	Future Cust	Others
6-1	Metcalf St. Swr Repl. Phase 1 (P1)	500,000	483,840	40%	60%	-	193,536	290,304	-
6-2	Metcalf St. Swr Repl. Phase 2A: SR20 to Northern	600,000	409,179	40%	60%	-	163,672	245,507	-
6-3	Metcalf St. Swr Repl. Ph. 2: Northern to State (P2)	see 6-3&4	1,037,437	40%	60%	-	414,975	622,462	-
6-3&4	W. Jones Pump Station (PS1)	1,720,000	2,017,163	100%	100%	-	-	2,017,163	-
6-5	Garden of Eden Grav Swr & Forcemain (P3)	750,000	-	25%	75%	-	-	-	-
6-6	SR 20 - Phase 1 (P4) -- completed w/95 plan	in 6,7,11,12	-	25%	75%	-	-	-	-
6-7	SR 20 - Phase 2 (P5)	in 6,7,11,12	-	25%	75%	-	-	-	-
6-7,11,12	SR 20 - Phase 3 (P6)	in 6,7,11,12	-	25%	75%	-	-	-	-
6,7,11,12	Combined SR20 proj 6-6&12, 7&11 - Current Phase	3,625,000	3,167,257	25%	75%	-	791,814	2,375,443	-
6,7,11,12	Combined SR20 proj 6-6&12, 7&11 - Future Phase	-	2,257,775	25%	75%	-	564,444	1,693,331	-
6-8	W. Nelson St. Swr Extension (P7)	479,750	572,001	100%	100%	-	-	572,001	-
6-9	Northern State Multi-Svc Center I&I Study (M1)	25,000	26,682	50%	50%	-	13,341	13,341	-
6-10	Northern State Multi-Svc Center I&I Repl/Rehab(M2)	2,000,000	2,000,000	12%	13%	75%	240,000	260,000	1,500,000
6-11	Sterling Rd. Pump Station & Forcemain (PS2)	in 6,7,11,12	-	100%	100%	-	-	-	-
6-12	Holtcamp Rd. Pump Station & Forcemain	in 6,7,11,12	-	100%	100%	-	-	-	-
6-13	Township St. to Trtmt Plant Swr Main Repl (P10)	in 6-13&14	-	40%	60%	-	-	-	-
6-14	Township St. Swr Main Repl - Phase 1 (P11)	in 6-13&14	-	40%	60%	-	-	-	-
6-13&14	Combined Township St. Swr Main - Sterling & Ph 1	1,932,500	4,272,865	40%	60%	-	1,709,146	2,563,719	-
6-15	Township St. Swr Main Repl - Phase 2 (P12)	700,000	1,617,895	40%	60%	-	647,158	970,737	-
6-16	Township St. Swr Main Repl - Phase 3 (P13)	1,113,000	3,122,000	40%	60%	-	1,248,800	1,873,200	-
6-17	Sapp Rd. Extension (P14)	775,000	906,640	100%	100%	-	-	906,640	-
6-18	McGarigle Rd. Swr Main Repl (P15)	1,296,000	330,000	50%	50%	-	165,000	165,000	-
6-19	N of Fidalgo Alley Rehab/Repl (S1)	145,800	170,565	75%	25%	-	127,924	42,641	-
6-20	S of Talcott St. Alley Rehab/Repl (S2)	235,500	297,983	75%	25%	-	223,487	74,496	-
6-21	N of Warner St. Alley Rehab/Repl (S3)	315,900	not by 2010	75%	25%	-	-	-	-
6-22	Ball St. Rehab/Repl (S4)	486,000	not by 2010	75%	25%	-	-	-	-
6-23	N of Warner St. & E of Township St. Rehab/Repl (S5)	210,600	not by 2010	75%	25%	-	-	-	-
6-24	Waldron St. W of Township St. Rehab/Repl (S6)	153,900	not by 2010	75%	25%	-	-	-	-
6-25	Borseth St. N of Wash. St. Rehab/Repl (S7)	129,600	not by 2010	75%	25%	-	-	-	-
6-26	N of Pacific St. & W of Eastern St. Alley Rehab/Repl	81,000	not by 2010	75%	25%	-	-	-	-
6-27	Ball St. S of Chester Ave. Rehab/Repl (S9)	48,600	not by 2010	75%	25%	100%	-	-	-
6-28	N Skagit Tribe Extension fr. NE area of UGA (S10)	4,750,000	not by 2010	-	-	-	-	-	-
6-29	Minkler-Fruitdale to Hoehn Rd. Forcemain & Minkler	700,000	not by 2010	100%	100%	-	-	-	-
6-30	Comprehensive Sewer Plan Update (M2)	150,000	189,798	50%	50%	-	94,899	94,899	-
8-5	Clarifier Number 1 Repair	240,000	1,300,000	75%	25%	-	975,000	325,000	-
		23,163,150	24,179,080				7,573,195	15,105,885	1,500,000
	Projects planned through 2010	16,287,550					2004 ERU's	2004-2010 Add'l ERU	
							3,865	2,076	ERU's
	PRELIMINARY DRAFT - VERSION 10/3/07						\$ 1,959	\$ 7,276	per ERU
	Inserted current project costs from Debbie's sheet 6/21/07 and engineer est.								

SUMM PROPOSAL

**CITY OF SEDRO-WOOLLEY
SEWER FINANCIAL OUTLOOK**
Prepared by: Katy Isaksen & Associates
Draft for Discussion - October 22, 2007

1. CONSTRUCTION PROJECT SUMMARY

Project costs have increased substantially over the estimates from the 2004 Sewer Comp Plan as is typical of the industry over this period of time. The summary below indicates the estimated remaining project cost to be funded by the PWTF loans and Cumulative Reserve identified for 2007 & 2008. Any cost overruns will have to be funded with City funds and should be carefully monitored. Other future projects planned will require additional funding. Care should be taken to focus on completion of existing projects prior to committing funds for additional projects.

REMAINING PROJECT COST		
Design	?	300,000
Construction		
Metcalf St	1,017,000	
SR20	2,894,875	
Township St. (P12)	1,598,000	
Township St. (P13)	3,122,000	
McGarigle Rd.	330,000	
Est. Construction Remaining	8,961,875	
Clarifier		1,300,000
TOTAL Remaining Project Cost		10,561,875
FUNDING SOURCES		
PWTF Draws		
PreConstruction Loan Draw	176,625	
2006 Construction Loan Draw	2,100,000	
2008 Construction Loan	6,023,000	
Subtotal PWTF		8,299,625
Cumulative Reserve		
Local Match Req'd from Cum. Reserve	1,200,000	
Add'l Required from Cum. Reserve	1,062,250	
Subtotal Cum. Reserve		2,262,250
TOTAL Funding Sources		10,561,875

2. CAPITAL FACILITIES CHARGE

The current Capital Facilities Charge of \$7,266 was calculated with the 2004 project cost estimates. This charge also includes the growth share toward debt repayment on the Treatment Plant revenue bonds. Just as the project costs have risen to reflect the higher project costs, the Capital Facilities Charge should also be adjusted to continue to reflect growth's share of the costs.

SUMMARY - CAPITAL FACILITIES CHARGE	
Current Ordinance	\$ 7,266
Includes \$1,650 for growth share of treatment plant bonds	
Proposed Revision	\$ 8,926
Adjust for actual and current estimates for projects thru 2010	

3. RATE OUTLOOK

SUMM PROPOSAL

The rate outlook from 2005 identified rate increases necessary to meet anticipated loan repayments to complete the capital improvements. An additional rate increase of \$2.00/Mo. was anticipated in 2009 as the City moved to the next phase of improvements. In reality, the City is poised to have an additional PWTF loan to complete the first phase of improvements. Debt repayment for this second PWTF construction loan would require a rate increase to assure repayment. While the City is interested in potentially moving toward a capped annual rate adjustment (say 3% or less based on CPI), it is important to consider the impact of additional loan repayment on rates. Two alternatives are provided for consideration.

Connection fees of \$100,000 per year have been scheduled toward PWTF loan repayment. This is in addition to the \$250,000 per year toward the Revenue Bond payments on the Treatment Plant.

ALT. A - SET RATE INCREASE TO MEET 2ND PWTF LOAN - NEED \$8 BY 2009

	2008	2009	2010	2011
Monthly Rate Increase - by year	\$2.00	\$2.00	\$4.00	\$1.00
Single Family Monthly Rate = \$45.75	\$47.75	\$49.75	\$53.75	\$54.75
Subtotal Operating Expenses	1,977,750	2,049,390	2,124,234	2,202,426
Subtotal Debt Service	677,737	725,416	1,041,723	1,037,914
Net Available for Other Capital	67,742	115,352	7,958	20,527

This scenario will meet operating expense and debt payments (after \$100,000 from connection fees). The Net Available for Other Capital would be used to fund Cured-In-Place and Other Improvements.

ALT. B - SET RATE INCREASE TO BE CAPPED AT 3% OR LESS AT CPI

	2008	2009	2010	2011
Monthly Rate Increase - by year	\$1.37	\$1.41	\$1.46	\$1.50
Single Family Monthly Rate = \$45.75	\$47.12	\$48.54	\$49.99	\$51.49
Subtotal Operating Expenses	1,977,750	2,049,390	2,124,234	2,202,426
Subtotal Debt Service	677,737	725,416	1,041,723	1,037,914
Net Available for Other Capital	33,346	48,113	(204,829)	(163,349)

warning warning

This scenario would not meet debt payments in 2010, the year that the first principal payment is due on the 2008 PWTF loan.

ALT. C - SET RATE INCREASE TO BE CAPPED AT 3% OR LESS AT CPI, EXCEPT FOR 2010

	2008	2009	2010	2011
Monthly Rate Increase - by year	\$1.37	\$1.41	\$5.46	\$1.62
Single Family Monthly Rate = \$45.75	\$47.12	\$48.54	\$53.99	\$55.61
Subtotal Operating Expenses	1,977,750	2,049,390	2,124,234	2,202,426
Subtotal Debt Service	677,737	725,416	1,041,723	1,037,914
Net Available for Other Capital	33,346	48,113	24,029	72,451

This scenario would meet debt payments in 2010, the year that the first principal payment is due on the 2008 PWTF loan.

REV EXP DETAIL

SIX-YEAR FINANCIAL PLAN	Actual 2006	Budget 2007	Projected 2008	Projected 2009	Projected 2010	Projected 2011	PRELIM DRAFT-10/22/07	Comments
ASSUMPTIONS:								
New Connections (ERU's)	140	87	100	100	53	50		530
Ratepaying ERU's	4,433	4,481	4,568	4,668	4,768	4,821	2006 Rev / 41.75	
Monthly Rate Increase - by year	\$0.00	\$4.00	\$2.00	\$2.00	\$4.00	\$1.00	was \$2 in 09	
Growth Percentage	3.5%	3.5%	2.0%	1.0%	1.0%	1.0%	140/4000=3.5%	
Connection Fee	\$7,266	\$7,266	\$7,266	\$7,266	\$7,266	\$7,266		
Annual Cost Escalation	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%		
Investment Interest	1.0%	1.0%	3.0%	3.0%	3.0%	3.0%		
Single Family Monthly Rate = \$45.75	\$41.75	\$45.75	\$47.75	\$49.75	\$53.75	\$54.75		
SEWER FUND 401								
Operating Revenue								
Sewer Service Charges	2,220,887	2,460,000	2,507,800	2,562,700	2,617,600	2,646,700	new cust=12 mos next yr.	
Add'l from Rate Increase			109,629	221,658	450,516	508,366		
Investment Interest	75,150	70,000	-	-	-	-	calc on end bal	
Fertilizer Sales	-	1,695	800	800	800	800	flat	
Xfer Conn. Fees for PWTF Debt			100,000	100,000	100,000	100,000	from Cum Res. Fund 410	
Late Penalties & Interest	7,521	7,000	5,000	5,000	5,000	5,000	flat	
Subtotal Oper. Revenue	2,303,558	2,538,695	2,723,229	2,890,158	3,173,916	3,260,866		
Operating Expenditures								
Maintenance	200,197	192,500	200,500	209,593	219,098	229,034	gro + cost	
General Operations	924,196	1,095,900	1,201,750	1,256,249	1,313,220	1,372,775	gro + cost	
Admin Charge - Xfer to 001	124,000	125,000	125,000	129,375	133,903	138,590	cost	
Equip Replacement Fund - Xfer to	45,500	81,000	81,000	84,673	88,513	92,527	gro + cost	
Capital Outlay from Rates								
Buildings & Structures	13,559	-	15,000	15,000	15,000	15,000		
Portable Equipment	71,109	79,500	79,500	79,500	79,500	79,500		
Professional Services	63,297	275,000	150,000	150,000	150,000	150,000		
WWTP Machinery/Equipment	34,165	125,000	125,000	125,000	125,000	125,000		
Subtotal Oper. Expen. & Cap. Outlay	1,476,023	1,973,900	1,977,750	2,049,390	2,124,234	2,202,426		
Annual Surplus (Deficit)	827,535	564,795	745,479	840,768	1,049,682	1,058,441		
Debt Service								
1998 Revenue Bond - Xfer to 407	250,000	250,000	250,000	250,000	250,000	250,000	50% from rates	
PWTF 2005 PreConstr Loan-Xfer to 410	5,917	33,187	44,487	44,110	43,733	43,356	ki est. based on draws	
PWTF 2006 Constr Loan-Xfer to 410	-	15,750	383,250	402,694	400,847	399,000	ki est. based on draws	
Est. New 2008 Loan Pymt for CIP-Xfer to	-	-	-	28,612	347,143	345,558	ki est. based on draws	
Subtotal Debt Service	255,917	298,937	677,737	725,416	1,041,723	1,037,914	const cost	
CIP To Be Funded By Rates								
Net Available for Capital	571,618	265,858	67,742	115,352	7,958	20,527		

CITY OF SEDRO-WOOLLEY
SEWER FINANCIAL OUTLOOK
 Prepared by: Katy Isaksen & Associates
 Revised Draft - October 29, 2007

1. ADJUST CAPITAL FACIL CHG (CFC) TOWARD DEBT TO ALLOW FOR 3% ANNUAL RATE INCREASE

While it may be desirable to achieve level annual increases at a slower pace, it is important to understand the impact the PWTF loan debt repayment will have on sewer revenue requirements. The current annual debt repayment funded by rates is approximately \$300,000. This is anticipated to be nearly \$700,000 in 2008 with repayment of the 2006 construction loan and over \$1,000,000 in 2008 with the second PWTF construction loan. These steps for new PWTF loan repayment provide a challenge for low annual rate increases. Yes, additional CFC can be programmed toward PWTF debt repayment with the higher CFC charge, see discussion in 2. below about risk and trade-off. In addition, the City must be careful to preserve the Sewer Cumulative Reserve Fund 410 for the completion of the critical sewer interceptor project.

2. IF INCREASE CAPITAL FACILITIES CHARGE (CFC) TO \$9,797

If the Capital Facilities Charge were increased to \$9,797, the estimated amount of connection fees would be increased. The amount of increase would depend on the number of new connections in each year. The first \$250,000 each year from connection fees goes to the repayment of the treatment plant revenue bonds. The table below shows the number of connections and revenue anticipated.

By increasing the amount programmed toward the PWTF debt repayment, the risk increases that in a slow year or years, the debt payment would have to be made up from reserves, rates or other sources. The slow year in our study is 50 new ERU's and is used in the comparison of alternative CFC charges below. 2007 is estimated to be 87 ERU's. The funds that are not programmed toward debt repayment are available for other capital improvements.

COMPARISON OF CFC AMOUNTS	2006	2007	2008	2009	2010	2011
New Connections (ERU's)	157	87	100	100	53	50
Connection Fee - Existing \$7,266	\$7,266	\$7,266	\$7,266	\$7,266	\$7,266	\$7,266
Estimated Conn. Fee Revenue	1,140,762	632,142	726,600	726,600	385,098	363,300
Conn. Fee toward WWTP Rev. Bond						(250,000)
Conn. Fee toward PWTF debt						-
Programmed toward Debt						(250,000)
Available for Other Capital Improv.						113,300

Connection Fee - Incr. to \$8,926	\$7,266	\$7,266	\$8,926	\$8,926	\$8,926	\$8,926
Estimated Conn. Fee Revenue	1,140,762	632,142	892,600	892,600	473,078	446,300
Conn. Fee toward WWTP Rev. Bond						(250,000)
Conn. Fee toward PWTF debt						(100,000)
Programmed toward Debt						(350,000)
Available for Other Capital Improv.						96,300

Connection Fee - Incr. to \$9,797	\$7,266	\$7,266	\$9,797	\$9,797	\$9,797	\$9,797
Estimated Conn. Fee Revenue	1,140,762	632,142	979,700	979,700	519,241	489,850
Conn. Fee toward WWTP Rev. Bond						(250,000)
Conn. Fee toward PWTF debt						(140,000)
Programmed toward Debt						(390,000)
Available for Other Capital Improv.						99,850

Change in Methodology - The \$9,797 represents a change in the methodology of calculating the CFC and is an option available to the Council. This was an option discussed with the sewer comp plan update. Chapter 10 of the sewer comp plan describes the current methodology. The language in the code should be reviewed to ensure consistency.

3. RATE OUTLOOK - REVISED SCENARIOS

As requested, I have prepared an alternative that includes CFC of \$9,797 and a capped annual rate adjustment of 3% or less based on CPI.

Connection fees of \$140,000 per year have been scheduled toward PWTF loan repayment. This is in addition to the \$250,000 per year toward the treatment plant revenue bond payments for a total of \$390,000 per year.

ALT. D - CFC \$9,797 AND SET RATE INCREASE TO BE CAPPED AT 3% OR LESS AT CPI

	2008	2009	2010	2011
Monthly Rate Increase - by year	\$1.37	\$1.41	\$1.46	\$1.50
Single Family Monthly Rate = \$45.75	\$47.12	\$48.54	\$49.99	\$51.49
Sewer Charges & Misc. Rev.	2,588,833	2,727,519	2,865,728	2,981,591
Conn. Fees toward PWTF Debt	140,000	140,000	140,000	140,000
Subtotal Operating Revenue	2,728,833	2,867,519	3,005,728	3,121,591
Subtotal Operating Expenses	1,977,750	2,049,390	2,124,234	2,202,426
Subtotal Debt Service	677,737	725,416	1,041,723	1,037,914
Net Available for Other Capital	73,346	92,713	(160,229)	(118,749)
			<i>warning</i>	<i>warning</i>

This scenario would not meet debt payments in 2010, the year that the first principal payment is due on the 2008 PWTF loan.

ALT. E - CFC \$9,797 AND SET RATE INCREASE TO BE CAPPED AT 3% OR LESS AT CPI, EXCEPT 2009 INCLUDES \$2.00 INCREASE ANTICIPATED FOR DEBT

	2008	2009	2010	2011
Monthly Rate Increase - by year	\$1.37	\$3.41	\$1.52	\$1.56
Single Family Monthly Rate = \$45.75	\$47.12	\$50.54	\$52.05	\$53.61
Sewer Charges & Misc. Rev.	2,588,833	2,839,548	2,981,190	3,100,628
Conn. Fees toward PWTF Debt	140,000	140,000	140,000	140,000
Subtotal Operating Revenue	2,728,833	2,979,548	3,121,190	3,240,628
Subtotal Operating Expenses	1,977,750	2,049,390	2,124,234	2,202,426
Subtotal Debt Service	677,737	725,416	1,041,723	1,037,914
Net Available for Other Capital	73,346	204,742	(44,767)	288
			<i>warning</i>	

This scenario would be closer to meeting debt payments in 2010. It would require an additional \$45,000 to be transferred from Cum. Reserve in 2010 to meet debt.

BASE ALT. - SET RATE INCREASE TO MEET 2ND PWTF LOAN - NEED \$8 BY 2010

	2008	2009	2010	2011
Monthly Rate Increase - by year	\$2.00	\$2.00	\$4.00	\$1.00
Single Family Monthly Rate = \$45.75	\$47.75	\$49.75	\$53.75	\$54.75
Sewer Charges & Misc. Rev.	2,623,229	2,794,558	3,078,316	3,165,266
Conn. Fees toward PWTF Debt	100,000	100,000	100,000	100,000
Subtotal Operating Revenue	2,723,229	2,894,558	3,178,316	3,265,266
Subtotal Operating Expenses	1,977,750	2,049,390	2,124,234	2,202,426
Subtotal Debt Service	677,737	725,416	1,041,723	1,037,914
Net Available for Other Capital	67,742	119,752	12,358	24,927

This scenario will meet operating expense and debt payments (after \$100,000 from connection fees). The Net Available for Other Capital would be used to fund Cured-In-Place and Other Improvements.

By increasing the CFC contribution to PWTF debt repayment to \$140,000, the \$1.00 increase would not be necessary and 2010 would require \$3.50.

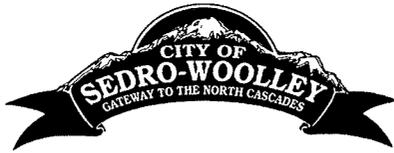
4. CONSTRUCTION PROJECT SUMMARY - COPIED FROM PREVIOUS SUMMARY

Project costs have increased substantially over the estimates from the 2004 Sewer Comp Plan as is typical of the industry over this period of time. The summary below indicates the estimated remaining project cost to be funded by the PWTF loans and Cumulative Reserve identified for 2007 & 2008. Any cost overruns will have to be funded with City funds and should be carefully monitored. Other future projects planned will require additional funding. Care should be taken to focus on completion of existing projects prior to committing funds for additional projects.

REMAINING PROJECT COST		
Design	?	300,000
Construction		
Metcalf St	1,017,000	
SR20	2,894,875	
Township St. (P12)	1,598,000	
Township St. (P13)	3,122,000	
McGarigle Rd.	330,000	
Est. Construction Remaining		8,961,875
Clarifier		1,300,000
TOTAL Remaining Project Cost		10,561,875
FUNDING SOURCES		
PWTF Draws		
PreConstruction Loan Draw	176,625	
2006 Construction Loan Draw	2,100,000	
2008 Construction Loan	6,023,000	
Subtotal PWTF		8,299,625
Cumulative Reserve		
Local Match Req'd from Cum. Reserve	1,200,000	
Add'l Required from Cum. Reserve	1,062,250	
Subtotal Cum. Reserve		2,262,250
TOTAL Funding Sources		10,561,875

SEDRO-WOOLLEY SIX-YEAR FINANCIAL PLAN		Actual 2006	Budget 2007	Projected 2008	Projected 2009	Projected 2010	Projected 2011	PRELIM DRAFT-10/29/07 Comments
ASSUMPTIONS:								
New Connections (ERU's)	157	87	100	100	53	50	50	0.03 547
Ratepaying ERU's	4,433	4,481	4,568	4,668	4,768	4,821	4,821	2006 Rev / 41.75
Monthly Rate Increase - by year	\$0.00	\$4.00	\$1.37	\$1.41	\$1.46	\$1.50	\$1.50	\$5.74
Growth Percentage	3.9%	3.5%	2.0%	1.0%	1.0%	1.0%	1.0%	140/4000=3.5%
Connection Fee	\$7,266	\$7,266	\$9,797	\$9,797	\$9,797	\$9,797	\$9,797	
Annual Cost Escalation	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	
Investment Interest	1.0%	1.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Single Family Monthly Rate = \$45.75 SEWER FUND 401	\$41.75	\$45.75	\$47.12	\$48.54	\$49.99	\$49.99	\$51.49	
Operating Revenue								
Sewer Service Charges	2,220,887	2,460,000	2,507,800	2,562,700	2,617,600	2,646,700	2,646,700	new cust=12 mos next yr.
Add'l from Rate Increase			75,233	154,419	237,728	324,491	324,491	
Investment Interest	75,150	70,000	-	4,600	4,600	4,600	4,600	calc on end bal
Fertilizer Sales	-	1,695	800	800	800	800	800	flat
Xfer Conn. Fees for PWTF Debt			140,000	140,000	140,000	140,000	140,000	from Cum Res. Fund 410
Late Penalties & Interest	7,521	7,000	5,000	5,000	5,000	5,000	5,000	flat
Subtotal Oper. Revenue	2,303,558	2,538,695	2,728,833	2,867,519	3,005,728	3,121,591	3,121,591	
Operating Expenditures								
Maintenance	200,197	192,500	200,500	209,593	219,098	229,034	229,034	gro + cost
General Operations	924,196	1,095,900	1,201,750	1,256,249	1,313,220	1,372,775	1,372,775	gro + cost
Admin Charge - Xfer to 001	124,000	125,000	125,000	129,375	133,903	138,590	138,590	cost
Equip Replacement Fund - Xfer to	45,500	81,000	81,000	84,673	88,513	92,527	92,527	gro + cost
Capital Outlay from Rates								
Buildings & Structures	13,559	-	15,000	15,000	15,000	15,000	15,000	
Portable Equipment	71,109	79,500	79,500	79,500	79,500	79,500	79,500	
Professional Services	63,297	275,000	150,000	150,000	150,000	150,000	150,000	
WWTP Machinery/Equipment	34,165	125,000	125,000	125,000	125,000	125,000	125,000	
Subtotal Oper. Expen. & Cap. Outlay	1,476,023	1,973,900	1,977,750	2,049,390	2,124,234	2,202,426	2,202,426	
Annual Surplus (Deficit)	827,535	564,795	751,083	818,129	881,494	919,165	919,165	
Debt Service								
1998 Revenue Bond - Xfer to 407	250,000	250,000	250,000	250,000	250,000	250,000	250,000	50% from rates
PWTF 2005 PreConstr Loan-Xfer to 410	5,917	33,187	44,487	44,110	43,733	43,356	43,356	ki est. based on draws
PWTF 2006 Constr Loan-Xfer to 410	-	15,750	383,250	402,694	400,847	399,000	399,000	ki est. based on draws
Est. New 2008 Loan Pymt for CIP-Xfer t	-	-	-	28,612	347,143	345,558	345,558	ki est. based on draws
Subtotal Debt Service	255,917	298,937	677,737	725,416	1,041,723	1,037,914	1,037,914	const cost
CIP To Be Funded By Rates								
Net Available for Capital	571,618	265,858	73,346	92,713	(160,229)	(118,749)	(118,749)	warning

SEDRO-WOOLLEY SIX-YEAR FINANCIAL PLAN							Actual 2006	Budget 2007	Projected 2008	Projected 2009	Projected 2010	Projected 2011	PRELIM DRAFT-10/29/07 Comments
ASSUMPTIONS:													
New Connections (ERU's)	157	87	100	100	53	50							0.03
Ratepaying ERU's	4,433	4,481	4,568	4,668	4,768	4,821							2006 Rev / 41.75
Monthly Rate Increase - by year	\$0.00	\$4.00	\$1.37	\$3.41	\$1.52	\$1.56							was \$2 in 09
Growth Percentage	3.9%	3.5%	2.0%	1.0%	1.0%	1.0%							140/4000=3.5%
Connection Fee	\$7,266	\$7,266	\$9,797	\$9,797	\$9,797	\$9,797							
Annual Cost Escalation		3.5%	3.5%	3.5%	3.5%	3.5%							
Investment Interest		1.0%	3.0%	3.0%	3.0%	3.0%							
Single Family Monthly Rate = \$45.75	\$41.75	\$45.75	\$47.12	\$50.54	\$52.05	\$53.61							
SEWER FUND 401													
Operating Revenue													
Sewer Service Charges	2,220,887	2,460,000	2,507,800	2,562,700	2,617,600	2,646,700							new cust=12 mos next yr.
Add'l from Rate Increase			75,233	266,448	353,190	443,528							
Investment Interest	75,150	70,000	-	4,600	4,600	4,600							calc on end bal
Fertilizer Sales	-	1,695	800	800	800	800							flat
Xfer Conn. Fees for PWTF Debt			140,000	140,000	140,000	140,000							from Cum Res. Fund 410
Late Penalties & Interest	7,521	7,000	5,000	5,000	5,000	5,000							flat
Subtotal Oper. Revenue	2,303,558	2,538,695	2,728,833	2,979,548	3,121,190	3,240,628							
Operating Expenditures													
Maintenance	200,197	192,500	200,500	209,593	219,098	229,034							gro + cost
General Operations	924,196	1,095,900	1,201,750	1,256,249	1,313,220	1,372,775							gro + cost
Admin Charge - Xfer to 001	124,000	125,000	125,000	129,375	133,903	138,590							cost
Equip Replacement Fund - Xfer to	45,500	81,000	81,000	84,673	88,513	92,527							gro + cost
Capital Outlay from Rates													
Buildings & Structures	13,559	-	15,000	15,000	15,000	15,000							
Portable Equipment	71,109	79,500	79,500	79,500	79,500	79,500							
Professional Services	63,297	275,000	150,000	150,000	150,000	150,000							
WWTP Machinery/Equipment	34,165	125,000	125,000	125,000	125,000	125,000							
Subtotal Oper. Expen. & Cap. Outlay	1,476,023	1,973,900	1,977,750	2,049,390	2,124,234	2,202,426							
Annual Surplus (Deficit)	827,535	564,795	751,083	930,158	996,956	1,038,202							
Debt Service													
1998 Revenue Bond - Xfer to 407	250,000	250,000	250,000	250,000	250,000	250,000							50% from rates
PWTF 2005 PreConstr Loan-Xfer to 410	5,917	33,187	44,487	44,110	43,733	43,356							ki est. based on draws
PWTF 2006 Constr Loan-Xfer to 410	-	15,750	383,250	402,694	400,847	399,000							ki est. based on draws
Est. New 2008 Loan Pymt for CIP-Xfer to	-	-	-	28,612	347,143	345,558							ki est. based on draws
Subtotal Debt Service	255,917	298,937	677,737	725,416	1,041,723	1,037,914							const cost
CIP To Be Funded By Rates													
Net Available for Capital	571,618	265,858	73,346	204,742	(44,767)	288							warning



NOV 26 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 13

MEMO:

To: City Council
From: Jack Moore, *JM*
Director of Planning & Community Development
Date: November 21, 2007
Subject: Proposed Amendment to SWMC 17.50.030 - Landscaping

ISSUE

Should the Council approve the attached amendment to streamline the review process for landscaping plans found in SWMC 17.50.030?

PROJECT DESCRIPTION / HISTORY

The Planning Commission held an open record public hearing to hear and consider written and public testimony concerning proposed updates to SWMC Chapter 17.50.

The amendment will change the administrative review procedure for landscaping plans to allow the Planning Director to review landscape plans for projects that require no other review by the Planning Commission. The amendment will make the review process for landscape plans match the procedure for design review plans.

The Planning Commission voted to recommend to the City Council **APPROVAL** of Landscape Ordinance Amendment to change the Sedro-Woolley Municipal Code (SWMC) to allow the Planning Director to review landscape plans for projects that require no other review by the Planning Commission.

Included with this memo:

Ordinance Amending SWMC 17.50.030 Regarding Landscaping

RECOMMENDED ACTION

Motion to approve the attached ordinance to allow the Planning Director to review landscape plans for projects that require no other review by the Planning Commission.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 17.50.030 REGARDING LANDSCAPING

Whereas, in response to a procedural problem identified in the code which allows environmental review to trigger planning commission review of landscaping which then triggers planning commission review of design standards of projects that the code clearly intends to be administratively reviewed, the planning department has proposed a revision to SWMC 17.50.030;

Whereas, a public hearing was scheduled for November 20, 2007 to take testimony on the proposed ordinance;

Whereas, at the November 20, 2007 hearing, staff presented the basis for this recommendation;

Whereas, the Planning Commission discussed the topics mentioned by staff and produced recommended changes to Chapter 17.50.030;

Whereas, the Planning Commission recommends approval of changes to SWMC 17.50.030; and

Whereas, the City Council desires to accept the Planning Commission recommendations and amend the SWMC 17.50.030; Now therefore,

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

Section 1. SWMC 17.50.030 is amended to read as follows:

17.50.030 Site landscaping required review.

The planning director and Sedro-Woolley planning commission shall use the Sedro-Woolley design and development guidelines landscaping section as it pertains to that zone as a guide for design and layout when reviewing applications.

- A. The director shall perform landscape review for all applications, permits and land use actions which require no review or other approval by the planning commission or city council.
- B. The planning commission shall perform landscape review for all other applications, permits and land use actions.
- C. The public works department shall review all landscape and irrigation system designs. Irrigation shall be designed in accordance with Skagit PUD #1.

Section 2. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 3. 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 ___ day of November, 2007.

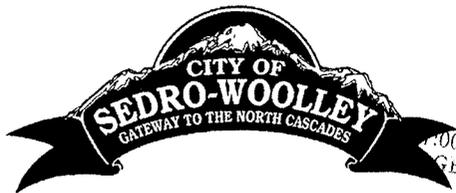
MIKE ANDERSON, MAYOR

Attest:

Patsy Nelson, City Clerk

Approved as to form:

Eron Berg, City Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 28 2007

6:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 14

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 Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: MRSC Joint Purchasing
DATE: November 28, 2007

ISSUE: Should the Council adopt the attached resolution regarding purchasing and the attached agreement with MRSC?

BACKGROUND: For some time the City has used the City of Lynnwood's roster for small works projects. The City of Lynnwood will no longer provide that service as of the end of this year. The Municipal Research and Service Center (MRSC) has stepped up to provide this service effective January 1, 2008. Attached is an agreement for us to utilize their service; also attached is a resolution that revises our small works/consultant rosters. This resolution repeals the existing resolutions and includes a delegation of the authority to award bids under \$100,000 to the Mayor (those projects would require the Council's prior authorization through the budget process).

REQUEST FOR ACTION:

1. Motion to approve the attached resolution.

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ON THE SUBJECTS OF ESTABLISHING A SMALL WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS AND A CONSULTING SERVICES ROSTER FOR ARCHITECTIURAL, ENGINEERING AND OTHER PROFESSIONAL SERVICES.

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, in order to be able to implement small works roster processes, the City is required by law to adopt a resolution establishing specific procedures;

WHEREAS, RCW 39.80.030 requires that an agency publish in advance that agency's requirement for professional services and that one of the ways to accomplish that notification is to announce generally to the public its projected requirements for any category or type of professional services and request qualification statements to be kept on file with the agency,.

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

Section 1. Resolution No(s).: 1319-18; 1431-02 are hereby repealed.

Section 2. MRSC Rosters. The City of Sedro-Woolley wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those state wide electronic databases for small works roster and consulting services developed and maintained by MRSC and authorizes City Staff to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.

Section 3. Small Works Rosters

The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

1. **Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Two Hundred Thousand Dollars (\$200,000.00), which includes the costs of labor, material, equipment and sales and/or use taxes as applicable. Instead, the City may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

3. **Telephone or Written Quotations.** The City shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350 (2)

a) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred thousand dollars (\$100,000) to two hundred thousand dollars (\$200,000), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (ii) mailing a notice to these contractors; or
- (iii) sending a notice to these contractors by facsimile or email.

c) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;

d) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

4. **Limited Public Works Process.** If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars (\$35,000), the City may award such a contract using the limited public works process provided under RCW 39.04.155 (3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010 After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due

from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

5. **Determining Lowest Responsible Bidder.** The City Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City Council may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.
6. **Award.** The Mayor or his designee shall present all telephone quotations/bids and recommendation for award of the contract to the lowest responsible bidder to the City Council. However, for public works projects under \$100,000, the Mayor shall have the authority to award public works contracts without City Council approval, provided that the City Council shall ratify the Mayor's approval at the next scheduled City Council meeting by means of the consent agenda. For public works projects over \$100,000, the City Council shall award all public works contracts. The Mayor may delegate the authority to award bids of certain amount(s) under \$100,000 to an appointed staff member of the City.

Section 4. Consulting Services Rosters

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.
3. **Professional Architectural and Engineering Services** The MRSC Rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City departments.

PASSED this ____ day of _____, 2007 and signed in authentication of its passage this ____ day of _____, 2007.

MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



MRSC Rosters

Advance Agency Registration Instructions

1. Fill in the information shown in the attached MRSC Rosters Contract.
2. Secure necessary approvals and/or signatures.
3. Arrange for a check to MRSC Rosters for agency fee amount or wait to pay online.

Mail check for annual fee and this form to:

MRSC Rosters
2601 Fourth Avenue, Suite 800
Seattle, WA 98121-1280

4. Fee structure:

Agency Fees for Statewide Small Works and Consultant Rosters	
Total Capital Expenditure Per Year (Million)	Annual Fee
50 or more	\$750
25 to 50	\$500
15 to 25	\$400
10 to 15	\$300
5 to 10	\$200
5 or less	\$100

This fee is based on the total capital expenditures for your agency for the most recent complete fiscal year. Here's how to compute your annual fee:

- a. For your most recent complete fiscal year, find (or estimate) total capital expenditures for your agency, (*Note: For cities this is the total of BARS code lines 594 and 595. Other agencies have similar BARS code lines.*)
- b. Find your fee in the table above.

Note: When we go 'live', the contact person listed will receive an e-mail with information needed to access the online Agency search functions.

MRSC Rosters Contract

Through the signature(s) below, on behalf of _____ (the Agency), the Agency contracts with the **Municipal Research and Services Center of Washington (MRSC)**, a not-for-profit Washington Corporation, to provide the Agency with small public works and consulting services rosters as allowed by RCW 39.04.155 and Chapter 39.80 RCW (MRSC Rosters). The Agency understands that such services are shared with a number of other local government agencies in Washington State in a spirit of cooperation and to provide for more efficient and cost effective services to their citizens.

Signatures

By signing this Contract, the signatories below certify that they have the authority to enter into this Contract, that they agree to payment of fees in accordance with the stated fee schedule and that they agree that the Agency shall be bound by and adhere to the Terms and Conditions stated below.

Name _____ Title _____ Date _____

Name _____ Title _____ Date _____

Agency Information

Official Name of Agency _____

County Location(s) _____

Mailing Address _____

Agency Web Site Address _____

Contact Person

Name/Title _____

E-mail Address _____

Telephone _____

Fax _____

Alternate Contact Person

Name/Title _____

E-mail Address _____

Telephone _____

Fax _____

Annual Fee (from fee schedule) \$ _____

Terms and Conditions

The Agency agrees to use the MRSC Rosters to the fullest extent practical for solicitation of quotes and bids from eligible contractors and for requests for proposals from consultants. The Agency understands, however, that such use is not mandatory and no implication of mandatory use is intended through signing of this contract.

The Agency agrees to the following:

MRSC Small Works Roster(s)

Agency may use the MRSC Small Works Roster(s) to select contractors for public work projects up to \$200,000 in value or as otherwise limited by ordinance or law.

The Agency is independently responsible for its own and the contractor's compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other appropriate requirements.

MRSC, directly or implied, is not a party to any contract for public works construction into which the Agency may enter as a result of the Agency's use of the MRSC Small Works Roster(s).

MRSC will advertise the Roster(s) at least annually on behalf of all Agencies, receive and review contractor applications for compliance with basic statutory eligibility requirements, maintain lists of contractors, and make the lists and applications available to the Agency.

The Agency shall be independently responsible to determine that the selected contractors are responsible contractors according to the decision and opinion of the Agency. MRSC shall make a preliminary determination of compliance with basic statutory eligibility requirements before placing them on the Roster(s), but the Agency shall make its own determination of contractor responsibility before awarding contracts in whatever manner that the Agency feels is appropriate and consistent with applicable laws and its own policies.

The Agency shall be independently responsible to conduct a quotation or bid process consistent with any ordinance, laws, or requirements of their agency and to issue a contract and/or purchase order directly to the awarded contractor(s).

MRSC does not accept responsibility or liability for the performance of any contractor used by the Agency as a result of use of the MRSC Small Works Roster(s).

The Agency is independently responsible for any payments directly to any contractor that is employed as a result of use of the MRSC Small Works Roster(s).

The Agency hereby agrees to indemnify and hold harmless MRSC, its officers, employees, and agents from any and all claims, actions, costs, damages and expenses of any nature arising out of or in conjunction with any act authorized by this agreement.

MRSC Consulting Services Roster(s)

The Agency agrees to use the MRSC Consulting Services Roster(s) to select architectural, engineering, and other consultants for interviews and contracts in accord with all applicable laws and regulations governing its own purchases to the fullest extent possible, but such use is not mandatory.

The Agency is independently responsible for its own and the consultant's compliance with all additional or varying laws and regulations governing services, including all selection laws and any other requirements as appropriate.

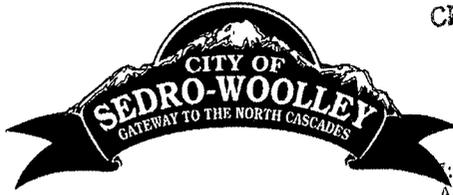
MRSC will advertise the Roster(s) at least annually on behalf of all Agencies, will receive and review a firm's applications for completeness, maintain lists of Architects, Engineers, and other consultants and make the lists, applications, and qualifications available to the Agency. The Agency shall be independently responsible to determine that the selected firms are responsible according to the decision and opinion of the joining agency.

The Agency shall be independently responsible to conduct a consultant selection process consistent with any ordinance, laws, or requirements of the agency and will be independently responsible for issuing a contract and/or purchase order directly to the awarded architects, engineers, and other consulting firm.

MRSC does not accept responsibility or liability for the performance of any architects, engineers, and other consulting firm used by the Agency as a result of this Contract.

The Agency shall be independently responsible for any payments directly to the firm that is employed as a result of this Agreement.

The Agency hereby agrees to indemnify and hold harmless MRSC, its officers, employees, and agents from any and all claims, actions, costs, damages and expenses of any nature arising out of or in conjunction with any act authorized by this Contract.



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 28 2007

6:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 15

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 Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Economic Development Grants from Skagit County
DATE: November 28, 2007

ISSUE: Should the Council approve the following grant applications to Skagit County:

1. Up to \$500,000 for F&S/SR20; and
2. Up to \$500,000 for SR9/Jameson?

BACKGROUND:

The City has received a number of grants in the past from the Skagit County Economic Development Public Facilities Distressed/Rural County Sales and Use Tax fund. Two current grants are: 1. Polte Road (\$152,000 remaining) and 2. Hodgin Street/Cook Road design (\$298,627.24 remaining).

We are interested in two pending projects and believe they are perfect fits for this program: 1. F&S/SR20 and 2. SR9/Jameson. F&S/SR20 is short dollars and is a good candidate for this program. I would like to propose that we agree to return the \$152,000 from Polte Road and request that be granted to our F&S/SR20 project, along with additional dollars. SR9/Jameson is our extension of Jameson and intersection with SR9 (through the old Northwest Hardwood plant). It is currently unfunded. I am suggesting that you ask to return the \$298,627.24 from the Hodgin/Cook project and have that granted (along with additional dollars) for the SR9/Jameson project. This project will likely require the City to exercise its power of eminent domain to take needed right of way as the current property owner has indicated that it is uninterested in a voluntary transfer of ownership/dedication.

REQUEST FOR ACTION:

1. Motion to authorize the Mayor to apply for these grants consistent with the details above and to authorize the Mayor to sign the attached interlocal agreements.

After Recording Return to:

**SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, SUITE 100
MOUNT VERNON, WA 98273**

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY AND _____**

THIS INTERLOCAL AGREEMENT is entered into this ____ day of _____, 200X between Skagit County, Washington (the "County") and _____, a Washington Municipal Corporation (the "Contractor") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

WHEREAS, the County is authorized by RCW 82.14.370 and Laws of 1999, Chapter 311 (collectively, the "Act") to impose a sales and use tax not to exceed nine one-hundredths of one percent (0.09%) for the purpose of financing public facilities in the County (the "Tax"); and

WHEREAS, the County imposed the Tax at the maximum statutory rate pursuant to Ordinance No. O20070006, adopted by the Board of Skagit County Commissioners on June 25, 2007; and

WHEREAS, the Act authorizes the County to deduct the amount of the Tax from the amount of tax otherwise required to be collected or paid over to the Department of Revenue under Chapter 82.08 or 82.12 RCW; and

WHEREAS, the County has relied on the Legislature's express intent that the County impose the Tax and use it to finance public facilities for not longer than 25 years to promote the ongoing operation and expansion of business in rural distressed areas, to attract new businesses to rural distressed areas, to assist in the development of new businesses from within rural distressed areas, to provide family wage jobs to the citizens of rural distressed areas and to promote the development of communities of excellence in rural distressed areas; and

WHEREAS, the County has consulted with cities, towns and port districts within the County regarding the use of Tax proceeds; and

WHEREAS, an advisory committee appointed by the County convened on _____, _____ and reviewed _____ project applications for public facility funding, the aggregate sum of which was \$ _____; and

WHEREAS, the advisory committee recommended _____ project applications for funding totaling \$ _____; and

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WHEREAS, the advisory committee recommended the specific proposal, the _____ project (the "Project") of the Contractor described herein for funding totaling \$ _____; and

WHEREAS, the recommendation for approval of the Project has been adopted by the Board of County Commissioners pursuant to Resolution No.R _____, dated _____, _____; and

WHEREAS, the County and the Contractor by their respective governing bodies, have determined that it is in the best interest of each jurisdiction to cooperate in disbursing Tax proceeds received by the County pursuant to the Act; and

WHEREAS, pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW), the County and the Contractor are authorized to exercise their powers jointly and thereby maximize their abilities to provide services and facilities which will best fulfill common needs; and

WHEREAS, the Project complies with the Contractor's Comprehensive Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Contractor agree as follows:

AGREEMENT

1. Effective Date/Duration:
This Agreement shall become effective on full execution hereof, and shall expire upon completion of the Project. Work on the project shall commence within (ninety) 90 calendar days of the effective date of this Agreement. The Contractor shall obligate the funds pursuant to Section 5 of this agreement toward completion of this project within XX months (terms determined by the Contractor's application: 24, 36, 48, or 60 months) from the effective date of this Agreement. For the purposes of this paragraph, the term "obligate" shall mean when the contractor has entered into a contract for the completion of the work or submitted progress payments to the County for reimbursement of project costs as required in Section 5 of this agreement. Contracts/Projects may be completed in phases. Upon termination of this Agreement, all property acquired by the Contractor shall remain the Contractor's property, with no obligation to pay the County therefore.

2. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

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2.1 The County's representative shall be the Budget & Finance Director:

Trisha Logue
Skagit County
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

2.2 The Contractor's representative shall be: _____

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

3. Purpose:

The purpose of this Agreement is to formalize a commitment whereby the County will allocate to the Contractor the sum specified herein, in consideration of which the Contractor will complete the Project (as defined below) upon the terms and conditions described herein.

4. Construction:

The Contractor agrees to design, construct and complete the project described herein. The County shall have no responsibility for the design or construction of said project and the Contractor shall have the sole authority to determine its design, construction, location, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.

5. Grant Amount/Project Reimbursement/Budget:

The County agrees to grant \$_____ towards the total project cost estimated at \$_____ representing approximately ___% of the total project cost. The Contractor acknowledges that such amount may be derived from Bond proceeds.

Progress payments shall be submitted by the Contractor to the County for reimbursement of project costs, and shall be based upon progress billings. The County shall, upon receipt of appropriate documentation, reimburse the Contractor within 60 days, but no more often than monthly, through the County voucher system.

Actual design and construction costs will be based upon contracts let for public bid pursuant to law. The Contractor will account for all expenditures made for the project. The application for Public Facility Funding, attached as **Exhibit A**, shall also be

recognized as a part of this agreement. The Contractor hereby warrants and guarantees that said Project shall be completed as described herein notwithstanding any cost overruns incurred in the course of design or construction.

The County and Contractor agree that the Project may be completed in phases, as outlined in the application, included as **Exhibit A** to this contract.

This grant is contingent on Contractor successfully completing the project as described in the grant application within XX months (determined by the Contractor's application: 24, 36, 48 or 60 months) of being awarded funds under this Agreement. In the event Contractor fails for any reason to complete the project per its grant application within the XX month completion period, Contractor agrees to repay the entire grant amount awarded under this Agreement. Provided, however, that the repayment for project phases completed as outlined in Contractor's application shall not be required.

The funds granted under this agreement are to be used only as detailed in the grant application. In no event shall funds granted under this agreement be diverted to other projects or purposes other than what is specifically described in Recipients grant application.

6. Right to Review:

This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials, which the County deems pertinent to the Agreement and its performance. The Contractor shall preserve and maintain all financial records for this project in a separate financial record from general operating or other project funds and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

7. Acknowledgement of Funding:

All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

8. Modifications:
This Agreement may be modified only by the written consent of each party.

9. Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

10. Industrial Insurance Waiver:
With respect to the performance of this Agreement and as to claims against the County, 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. This waiver is mutually negotiated by the parties to this Agreement.

11. Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

12. No Separate Legal Entity:
No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. No joint oversight and administration board is created hereby. For purposes of RCW 39.34.030(4)(a), the Contractor's representative to administer the Project shall be _____.

13. Severability: If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

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14. Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

15. Entire Agreement:
This written agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

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IN WITNESS WHEREOF, the parties have signed this Agreement as of this
_____ day of _____, 200~~X~~.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon, Chair

ATTEST:

Don Munks, Commissioner

Kenneth A. Dahlstedt, Commissioner

APPROVED AS TO FORM:

RECOMMENDED:

Department Head

APPROVED AS TO CONTENT:

Budget & Finance Director

Risk Manager

APPROVED AS TO FORM:

Civil Deputy

ATTEST:

JoAnne Giesbrecht, Clerk of the Board