

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

December 12, 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 December 4, 2007 Work Session)
 - b. Finance
 - Claim Vouchers #62075 to #62195 for \$576,409.92
 - Payroll Warrants #41498 to #41592 for \$239,620.21
 - c. 2008 Council & Planning Commission meeting schedule (approval)
 - d. Interlocal agreements with Skagit County:
 - i. Electronic messaging;
 - ii. Technical support; and
 - iii. Spillman
 - e. Ratification of bid award for Swissphone Pagers
 - f. Resolution surplus City vehicles (adoption)
4. Swearing-in Ceremony – new police officer
 5. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARING

UNFINISHED BUSINESS

6. City Hall Update
7. F&S Grade Road/Highway 20 Update
8. Schedule annual retreat

NEW BUSINESS

9. 2007 Budget amendment (*ordinance, action requested*)
10. SR20 sewer project bid award (*action requested*)
11. Creation of stormwater operating fund
12. Park fee adjustments (*ordinance, action requested*)
13. Resolution regarding the location of a new branch campus
14. Employee recognition program (*ordinance, action requested*)
15. Snow & ice removal policy (*discussion*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION/YES

DATE: December 12, 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 December 12, 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
November 28, 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, Rick Lemley and Dennis London. Staff: Clerk/Treasurer Nelson, Attorney/Supervisor Berg, Engineer Freiburger, Planner Moore, Police Chief Wood and Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting (including Joint Meeting with Planning Commission)
- Finance
 - Claim Vouchers #61961 to #62074 for \$132,912.05
 - Payroll Warrants #41400 to #41497 for \$156,484.98
- Contract – The Language Exchange Inc.
- Waldron Street Vacation Agreement
- Interlocal Agreement – State of Washington Dept. of General Administration for CIPP Sewer Rehabilitation Project for the McGargile Line (Township to Northern State)

Councilmember Meamber moved to approve the consent calendar. Seconded by Councilmember Colgan. Motion carried (6-0).

Swearing In of Newly Elected Officials

Mayor Anderson administered the Oath of Office to newly elected Councilmember-at-Large, Dennis London.

Public Comment

K.B. Johnson – 889 Carriage Court, addressed the Council on behalf of the Senior Center to announce an upcoming fundraiser on December 9, 2007. Johnson noted he was selected to be the master of ceremonies and encouraged everyone to come.

PUBLIC HEARINGS

Ordinance – Vacation of a Portion of Waldron Street

City Attorney/Supervisor Berg reviewed a request to vacate a portion of Waldron Street. Berg noted this is a city initiated request to vacate in order to construct a new City building on the location.

Mayor Anderson opened the public hearing at 7:05 P.M.

No public comment received.

Mayor Anderson closed the public hearing at 7:07:30 P.M.

Councilmember Lemley moved to adopt Ordinance #1590-07 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. Seconded by Councilmember Requa. Motion carried (6-0).

Ordinance – 2008 Budget (2nd Reading)

Clerk/Treasurer Nelson reviewed the proposed 2008 Budget ordinance. Nelson noted it is a balanced budget and in accordance with Council goals.

Mayor Anderson opened the public hearing at 7:08 P.M.

No public comment received.

Mayor Anderson closed the public hearing at 7:08:30 P.M.

Council discussion ensued on the recent changes in sales taxes and any impact to the City.

Councilmember London moved to approve Ordinance #1591-07 An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2008. Councilmember Requa seconded. Motion carried (6-0).

UNFINISHED BUSINESS

City Hall Update

City Attorney/Supervisor Berg provided a status report on the progress of the new City Hall. He noted they are beginning to move the PSE pole and reviewed a request for Change Order #3 which include MPR's previously approved by Council.

Councilmember Colgan moved to approve Change Order #3 in the amount of \$21,880.31. Seconded by Councilmember Lemley. Motion carried (6-0).

Mayor Anderson spoke of a recent meeting he attended regarding the movement of the PSE pole and stated he was impressed at how all the utilities and contractors were working together.

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

Engineer Freiburger reported on an upcoming meeting with WSDOT in order to move the project forward. The City is also waiting on a response from the CERB board.

Proposed Revisions to SWMC 15.04, Updating to Currently Adopted State Codes (*2nd Reading*)

Planner Moore noted the subject is the second reading on the proposed revisions to SWMC 15.04. Moore questioned Council regarding existing code section 15.04.035 regarding relocating buildings and fees listed.

Discussion ensued regarding the logic behind the fees listed.

Moore reminded Council that the primary reason for the update was to bring the City ordinances to the most current version of the state's adopted codes from the 2003 codes to the 2006 codes implemented by the state for the next three years.

Councilmember Colgan moved to adopt Ordinance #1592-07 An Ordinance that revises the Sedro-Woolley Municipal Code Sections 1504.020, 1504.030 and 1504.035. Seconded by Councilmember Meamber. Motion carried (6-0).

NEW BUSINESS

Utility Rates/Fees (*Discussion Only*)

City Attorney/Supervisor Berg reviewed the staff memo regarding several topics for discussion regarding utility rates to include 1) Fuel surcharge, 2) Sewer connection charge and 3) Rate increase indexing. Berg noted the information had been presented to the utilities committee and they felt it better for the full Council to discuss together. He also addressed the topic of Public Trust Fund Loan payback to be discussed at the upcoming worksession scheduled for Tuesday, December 4, 2007. He noted all items are for discussion only.

Council discussion ensued regarding all three topics listed with items 2 and 3 to be discussed further at the worksession.

Councilmember Splane spoke against rate increase indexing and questioned which CPI index would be used.

K.B. Johnson – spoke regarding the CPI.

Council discussion continued to include payback of the Public Trust Fund Loan options and rate comparison of other cities.

New Police Evidence/City Off-Site Records Building (*authorization to bid – plans will be at meeting*)

City Attorney/Supervisor Berg stated the project is designed and ready to go to bid. The project has also received design approval from the Planning Commission with the building looking similar to the Sedro-Woolley Museum and Stiles Law Offices. He reviewed the interior design of the building and cautioned the Council regarding the cost of the structure.

Discussion ensued regarding use of the building and type of evidence to be stored.

Councilmember Lemley moved to pursue bids for the evidence room on Waldron. Seconded by Councilmember Meamber. Motion carried (6-0).

Ordinance – Proposed Amendment to SWMC 17.50.030 – Landscaping

Planner Moore reviewed the proposed amendment to SWMC 17.50.030 and noted the change is more of a housekeeping measure. He stated over the past year there have been areas in the code that are conflicted or unclear. The Planning Commission recommended the change to allow the administrative review procedure for landscaping plans to allow the Planning Director to review landscape plans.

Discussion ensued regarding public process and inconsistency of code.

Councilmember Colgan moved to approve Ordinance No. 1593-07 An Ordinance Amending SWMC 17.50.030 Regarding Landscaping. Seconded by Councilmember Lemley. Motion denied (3-0-3 Councilmember Requa, Meamber and Splane abstained).

Discussion ensued regarding abstaining versus a no vote and whether the vote officially failed or passed. The vote is believed to have failed but will be researched by City Attorney Berg.

Resolution – Small Works Roster & MRSC Joint Purchasing

City Attorney/Supervisor Berg reviewed background information regarding a proposed resolution regarding purchasing which will allow us to work directly with MRSC for the small works and consultant rosters.

Councilmember Colgan moved to approve Resolution No. 760-07 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 Architectural, Engineering and Other Professional Services. Councilmember London seconded. Motion carried (6-0).

Skagit County Economic Development Grants

City Attorney/Supervisor Berg reviewed the availability of possible grants from Skagit County Economic Development Public Facilities Distressed/Rural County Sales and Use Tax fund. He noted staff is interested in submitting grant applications to request approximately \$500,000 for F&S/SR 20 and approximately \$500,000 for SR9/Jameson.

Discussion ensued regarding returning previous grant funds from the Polte Road and Hodgins Road projects, purpose of the grant, planned projects and the Jameson connection.

Councilmember London moved to authorize the Mayor to apply for grants consistent with the details above to authorize the Mayor to sign the attached interlocal agreements. Seconded by Councilmember Splane.

Discussion was held regarding the effect of West Nelson by a Jameson round-a-bout.

Motion carried (6-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Councilmember London – noted some activity going on at the Davis property.

Councilmember Lemley – announced the upcoming Christmas Tree Lighting and Parade to be held Saturday, December 1, 2007 at 5:00 P.M. Lemley questioned if Council planned to ride in the parade again this year. Plans were set in motion for Council to participate in the parade.

Councilmember Colgan – reported on the Community Thanksgiving Dinner and commended Mayor Anderson for his involvement as head dishwasher.

Councilmember Requa – questioned the City's snow removal policy.

Councilmember Meamber – noted the Lions club work at the Harry Osborne Park shelter and wanted to thank them for their work. He also requested reflectors be placed around the beautiful Christmas tree in town.

Mayor Anderson – also spoke of the upcoming parade and community Thanksgiving dinner. He noted the work of Snelson's and Rick Tingley and everyone else involved in erecting the community Christmas tree.

Clerk/Treasurer Nelson – pointed out the October financial reports in the back of Council packets and also reported on the third application for a commercial billing method for stormwater, which indicates that most commercial customers seem satisfied with the current billing method.

City Attorney/Supervisor Berg – discussed the 2008 Council Meeting schedule noting he would like to include a Council retreat. Berg requested Councilmember's bring their July calendars to the next worksession in order to schedule a date. Berg announced the upcoming Council/Department Staff Christmas party being hosted by Skagit County Commissioner Dillon on December 18, 2007 at 7:00 P.M.

Engineer Freiburger – noted a cost estimate and options for the Waldron Street issue and provided an updated project list for City-wide projects.

Fire Chief Klinger – noted current discussions regarding County ambulance services. Council will be kept informed as things progress.

Police Chief Wood – noted all Police officers are aware of the snow removal process. Wood indicated if the snow level reaches 2 inches and continues to snow the Street Department will be contacted. He also spoke of the pending move of offices for their remodel portion of the City Hall construction and requested patience by all.

A five minute break was taken by Council prior to moving into Executive Session.

EXECUTIVE SESSION

The meeting adjourned to Executive Session for the purpose of personnel for approximately 20 minutes with possible action at 8:40 P.M.

The meeting reconvened at 9:07 P.M.

Councilmember Meamber moved to approve an employment contract for Mr. Bill Chambers, for the City IT Manager. Councilmember Splane seconded. Motion carried (6-0).

Councilmember Lemley moved to adjourn. Seconded by Councilmember Colgan. Motion carried (6-0).

The meeting adjourned at 9:09 P.M.

CITY OF SEDRO-WOOLLEY

Work Session of the City Council
December 4, 2007 – 7:00 P.M. – Community Center

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan (Late), Hugh Galbraith, Rick Lemley and Dennis London. Staff: Clerk/Treasurer Nelson, City Attorney/Supervisor Berg, Debbie Allen (Sewer), Planner Moore and Public Works/Engineer Freiburger.

Landscaping Ordinance

- City Attorney/Supervisor Berg reported the 3-0-3 vote at the last Council meeting failed as there must be four yes votes to pass.
- Planner Moore reviewed the proposed ordinance and answered Council questions.

Councilmember London moved to approve Ordinance #1593-07 An Ordinance Amending SWMC 17.50.300 Regarding Landscaping. Seconded by Councilmember Colgan. Motion carried (6-0-1, Councilmember Requa abstained).

City Hall Update

- City Attorney/Supervisor Berg discussed suggested ideas to blend the existing Public Safety Building to the new City Hall with landscaping rather than the prior discussed brickwork/metal work. The general consensus was to use landscaping to achieve this purpose.
- Berg presented the architect's drawing for the new evidence/records/storage building as discussed at the last Council meeting and answered questions.

Sewer Rates

- City Attorney/Supervisor Berg presented a comparison of sewer rates and connection fees from Mount Vernon, Anacortes, Burlington and LaConner. He also reviewed Katy Isakson's report on projected costs for operations, capital projects, revenues, connections and their effect on future rates and general facility charges. (BNRR has approved an open trench construction for the Township line). Discussion ensued to include alternate solutions, cutting costs, funding the clarifier via grants, ULID, raising rates and raising connection fees.

- A review of the history of the comp plan, changes to the plan, rates and connection fees took place. It was requested to have Katy Isakson come and speak in greater detail at another worksession.
- Discussion of step rate increases vs. annual cost of living increases and which CPI to use ensued.

Council Comments

- Tabled to a future meeting.

Calendar – Summer Council Retreat

- Councilmembers were requested to bring their calendars to the next Council meeting in order to set a date.

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

The worksession adjourned at 9:12 P.M.

DATE: December 12, 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 December 12, 2007.

Motion to approve Claim Vouchers #62075 to #62195 in the amount of \$576,409.92.

Motion to approve Payroll Warrants #41498 to #41592 in the amount of \$239,620.21.

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

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/12/2007 (Printed 12/06/2007 10:20)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62075	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	230.48
		POSTAGE	SAN	230.47
		OPERATING SUPPLIES	SWTR	230.47
		WARRANT TOTAL		691.42
62076	A ACTION EXCAVATION, INC.	MAINTENANCE OF LINES	SWR	16,452.96
		WARRANT TOTAL		16,452.96
62077	ALL-PHASE ELECTRIC	MAINTENANCE OF BUILDINGS	SWR	339.51
		WARRANT TOTAL		339.51
62078	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES	PD	143.91
		SUPPLIES & BOOKS	FD	167.08
		WARRANT TOTAL		310.99
62079	ARAMARK UNIFORM SERVICES	LAUNDRY	CS	31.58
		MISC-LAUNDRY	PL	50.14
		MISC-LAUNDRY	PL	22.35
		MISC-LAUNDRY	PL	18.45
		MISC-LAUNDRY	PL	16.19
		MISC-LAUNDRY	PL	19.06
		MISC-LAUNDRY	PL	50.14
		LAUNDRY	SWR	21.93
		LAUNDRY	SWR	29.49
WARRANT TOTAL		259.33		
62080	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	7,298.80
		WARRANT TOTAL		7,298.80
62081	ASPHALT ZIPPER INC.	OPERATING SUPPLIES	PL	167.33
		WARRANT TOTAL		167.33
62082	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	1,369.59
		AUTO FUEL/DIESEL	FD	612.19
		VEHICLE FUEL / DIESEL		271.15
		AUTO FUEL/DIESEL	SWR	72.50
		AUTO FUEL/DIESEL	SAN	1,936.09
		WARRANT TOTAL		4,261.52
62083	AT & T	TELEPHONE	JUD	1.15
		TELEPHONE	FIN	25.25
		TELEPHONE	LGL	28.84
		TELEPHONE	PLN	8.08
		TELEPHONE	ENG	21.92
		TELEPHONE	INSP	32.29
		TELEPHONE	SWR	21.08
		WARRANT TOTAL		138.61
62084	BANK OF AMERICA	OFFICE EQUIPMENT	ENG	542.49
		WARRANT TOTAL		542.49
62085	BANK OF AMERICA	MEALS/TRAVEL	EXE	20.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MAINT OF GENERAL EQUIP	SWR	5.39
		OPERATING SUPPLIES	SWR	70.18
		WARRANT TOTAL		95.57
62086	BARNETT IMPLEMENT CO. INC	OPERATING SUPPLIES	PL	48.81
		WARRANT TOTAL		48.81
62087	BANK OF AMERICA	MISC-TUITION/REGISTRATION	LIB	390.00
		WARRANT TOTAL		390.00
62088	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES	PD	69.31
		OPERATING SUPPLIES	FD	69.31
		REPAIRS/MAINT-DORM	FD	53.24
		OPERATING SUPPLIES	PL	10.84
		SUPPLIES - CAMPGROUND	PL	420.64
		OPERATING SUPPLIES	SWR	239.90
		WARRANT TOTAL		863.24
62089	BIGGAR, ROB DBA	PROFESSIONAL SERVICES	SWR	1,364.00
		WARRANT TOTAL		1,364.00
62090	BIRCH EQUIPMENT CO INC	REPAIRS/MAINT - EQUIP	PL	1,409.45
		OTHER IMPROVEMENTS	PL	702.00
		EQUIPMENT RENTAL	SWR	1,323.00
		WARRANT TOTAL		3,434.45
62091	BLUMENTHAL UNIFORM & EQUP	MACHINERY & EQUIPMENT	PD	44.05
		WARRANT TOTAL		44.05
62092	BON APPETIT	BOOKS, PERIOD, RECORDS	LIB	44.00
		WARRANT TOTAL		44.00
62093	BOTTOM LINE BOOKS	BOOKS, PERIOD, RECORDS	LIB	35.92
		WARRANT TOTAL		35.92
62094	BOUWENS, JENNIFER A.	PROSECUTING ATTY	JUD	2,500.00
		WARRANT TOTAL		2,500.00
62095	BOYD'S RADIATOR SERVICE	REPAIRS/MAINT - EQUIP	PL	918.00
		WARRANT TOTAL		918.00
62096	CAL-PACIFIC PRODUCTS	OPERATING SUPPLIES	SWR	422.13
		WARRANT TOTAL		422.13
62097	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	16.74
		WARRANT TOTAL		16.74
62098	CINTAS CORPORATION #460	UNIFORMS	FD	42.24
		WARRANT TOTAL		42.24
62099	COLLINS OFFICE SUPPLY, INC	SUPPLIES	JUD	49.62
		SUPPLIES	FIN	186.36

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SUPPLIES/BOOKS	PLN	85.56
		SUPPLIES/BOOKS	PLN	30.97
		SUPPLIES	ENG	105.02
		SUPPLIES	ENG	30.97
		OFF/OPER SUPPS & BOOKS	INSP	89.55
		OFF/OPER SUPPS & BOOKS	INSP	30.96
		OPERATING SUPPLIES	PL	25.69
		WARRANT TOTAL		634.70
62100	COLACURCIO BROTHERS, INC.	CONSTRUCTION	CH	348,780.63
		WARRANT TOTAL		348,780.63
62101	COMCAST	COMPUTER NETWORK	CS	68.40
		TELEPHONE	PD	13.30
		TELEPHONE	FD	13.30
		WARRANT TOTAL		95.00
62102	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	39.58
		REPAIR & MAINT - AUTO	PD	211.62
		REPAIR & MAINT - AUTO	PD	40.39
		WARRANT TOTAL		291.59
62103	DEMCO INC.	SUPPLIES	LIB	179.54
		WARRANT TOTAL		179.54
62104	DESTINATION WIRELESS	TELEPHONE	PD	21.59
		WARRANT TOTAL		21.59
62105	DRAGER SAFETY INC.	SMALL TOOLS & MINOR EQUIP	FD	10,030.16
		WARRANT TOTAL		10,030.16
62106	E & E LUMBER	REPAIRS & MAINTENANCE	PD	19.44
		OPERATING SUPPLIES	PL	75.04
		OPERATING SUPPLIES	PL	20.40
		OPERATING SUPPLIES	PL	50.05
		OPERATING SUPPLIES	PL	6.94
		SAFETY EQUIPMENT	PL	32.40
		REPAIRS/MAINT-STORM DRAIN	PL	6.05
		REPAIRS/MAINT-HHS	PL	11.96
		OPERATING SUPPLIES	SWR	3.45
		OPERATING SUPPLIES	SWR	8.11
		OPERATING SUPPLIES	SWR	8.63
		OPERATING SUPPLIES	SWR	2.46
		OPERATING SUPPLIES	SWR	19.42
		REPAIRS/MAINT-BUILDING	SAN	19.75
		REPAIRS/MAINT-BUILDING	SAN	72.45
		WARRANT TOTAL		356.55
62107	EARLY LEARNING ADVOCACY PARTNERSHIP	MISC-DUES/SUBSCRIPTIONS	LIB	278.02
		WARRANT TOTAL		278.02
62108	FASTENAL COMPANY	OPERATING SUPPLIES	PL	104.87

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		104.87
62109	FEDERAL EXPRESS CORP.	OPERATING SUPPLIES	SWR	11.30
		WARRANT TOTAL		11.30
62110	FIDALGO NETWORKING	TELEPHONE	SAN	50.00
		WARRANT TOTAL		50.00
62111	GTS INTERIOR SUPPLY	REPAIRS/MAINT-SENIOR CENTER PL		58.32
		WARRANT TOTAL		58.32
62112	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	269.89
		EQUIPMENT LEASES	CS	308.99
		WARRANT TOTAL		578.88
62113	GUARDIAN NW TITLE & ESCROW	LAND ACQUISITION	SWR	319.00
		LAND ACQUISITION	SWR	248.40
		WARRANT TOTAL		567.40
62114	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	108.00
		FIRE/THEFT PROTECTION	FD	26.50
		WARRANT TOTAL		134.50
62115	GUTIERREZ, JIM	MISC-PERMITS & LICENSES	PL	55.00
		WARRANT TOTAL		55.00
62116	GUYLINE CONSTRUCTION, INC	OTHER IMPROVEMENTS	SWR	19,953.60
		WARRANT TOTAL		19,953.60
62117	HSBC BUSINESS SOLUTIONS	SUPPLIES	FIN	31.67
		SUPPLIES/BOOKS	PLN	63.36
		SUPPLIES	ENG	63.36
		OFFICE SUPPLIES	FD	348.38
		OFF/OPER SUPPS & BOOKS	INSP	63.35
		OPERATING SUPPLIES	PL	31.67
		PROFESSIONAL SERVICES	SWR	190.07
		WARRANT TOTAL		791.86
62118	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	1,470.00
		HUMANE SOCIETY	PD	740.00
		WARRANT TOTAL		2,210.00
62119	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	65.18
		WARRANT TOTAL		65.18
62120	JACOBS, LEO	HEALTH CLUB	SAN	165.00
		WARRANT TOTAL		165.00
62121	KESTI, KEVIN	MISC-DUES/SUBSCRIPTIONS	PL	120.00
		WARRANT TOTAL		120.00
62122	KROESEN'S INC.	OPERATING SUPPLIES	FD	324.52

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		324.52
62123	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	PL	32.96
		WARRANT TOTAL		32.96
62124	LOUIS AUTO GLASS	REPAIRS/MAINT-EQUIP	SAN	493.13
		WARRANT TOTAL		493.13
62125	MARK E. CHRIST, ARCHITECT	ARCHITECT & ENGINEERING	CH	6,280.50
		WARRANT TOTAL		6,280.50
62126	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
62127	MARTIN MARIETTA MATERIALS	CONTRACTED OVERLAY	PL	135.69
		WARRANT TOTAL		135.69
62128	MUNICIPAL RESEEARCH & SVC CENTER	ADVERTISING	ENG	300.00
		WARRANT TOTAL		300.00
62129	NAEYC	MISC-DUES/SUBSCRIPTIONS	LIB	216.75
		WARRANT TOTAL		216.75
62130	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	114.16
		TELEPHONE	LGL	28.54
		TELEPHONE	PLN	57.10
		NEXTEL CELL PHONES		57.10
		TELEPHONE	PD	485.18
		TELEPHONE	FD	199.78
		TELEPHONE	INSP	28.55
		TELEPHONE	PL	485.18
		NEXTEL CELL PHONES		371.89
		NEXTEL CELL PHONES	SAN	142.75
		WARRANT TOTAL		1,970.23
62131	NORTHWEST RECYCLING CO.	PROFESSIONAL SERVICES	PD	81.30
		WARRANT TOTAL		81.30
62132	OFFICE DEPOT	SUPPLIES	FIN	2.59
		SUPPLIES/BOOKS	PLN	8.81
		SUPPLIES/BOOKS	PLN	22.49
		SUPPLIES/BOOKS	PLN	13.40
		SUPPLIES/BOOKS	PLN	60.53
		SUPPLIES	ENG	8.82
		SUPPLIES	ENG	22.50
		SUPPLIES	ENG	13.39
		SUPPLIES	ENG	60.53
		OFFICE/OPERATING SUPPLIES	PD	18.19
		OFFICE/OPERATING SUPPLIES	PD	24.49
		OPERATING SUPPLIES	FD	26.45
		OFF/OPER SUPPS & BOOKS	INSP	8.81
		OFF/OPER SUPPS & BOOKS	INSP	22.50

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OFF/OPER SUPPS & BOOKS	INSP	13.39
		OFF/OPER SUPPS & BOOKS	INSP	60.53
		OFFICE SUPPLIES / POSTAGE	PL	66.63
		WARRANT TOTAL		454.05
62133	OLIVER-HAMMER CLOTHES	OFF/OPER SUPPS & BOOKS	INSP	53.98
		CLOTHING	SWR	112.28
		CLOTHING	SAN	47.50
		WARRANT TOTAL		213.76
62134	PACIFIC POWER	MAINTENANCE CONTRACTS	SWR	1,339.20
		WARRANT TOTAL		1,339.20
62135	PACIFIC POWER TECH, LLC	MAINT OF GENERAL EQUIP	SWR	273.25
		WARRANT TOTAL		273.25
62136	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	SAN	1,318.06
		REPAIRS/MAINT-EQUIP	SAN	21.06
		WARRANT TOTAL		1,339.12
62137	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	32.46
		POSTAGE	LIB	24.60
		WARRANT TOTAL		57.06
62138	PRINTWISE, INC.	SUPPLIES	JUD	124.20
		SUPPLIES	JUD	112.32
		SUPPLIES	JUD	145.26
		SUPPLIES	JUD	58.32
		WARRANT TOTAL		440.10
62139	PUBLIC UTILITY DIS. NO.1	PUB UTILITIES-MALL	CS	36.20
		PUBLIC UTILITIES	SWR	30.90
		WARRANT TOTAL		67.10
62140	PUBLIC SAFETY CENTER, INC.	MACHINERY & EQUIPMENT	PD	63.82
		WARRANT TOTAL		63.82
62141	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	660.82
		PUB UTILITIES-MALL	CS	56.55
		PS - Stormwater		147.42
		PUBLIC UTILITIES	FD	1,195.04
		ADVERTISING	HOT	29.53
		PUBLIC UTILITIES	PL	184.75
		PUBLIC UTIL - STREETLIGHTS	PL	74.51
		PUBLIC UTIL - STREETLIGHTS	PL	121.55
		PUBLIC UTIL - CAMPGROUND	PL	529.89
		PUBLIC UTIL - COMM CENTER	PL	175.90
		PUBLIC UTIL - SENIOR CENTER	PL	305.99
		PUBLIC UTIL - HHS	PL	277.71
		PUBLIC UTILITIES - GOLF	PL	44.90
		PUBLIC UTILITIES	SWR	7,587.53
		PUBLIC UTILITIES	SWR	95.16

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		11,487.25
62142	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES	PL	8.70
		PUBLIC UTIL - CAMPGROUND	PL	16.63
		PUBLIC UTIL - COMM CENTER	PL	32.75
		PUBLIC UTIL - SENIOR CENTER	PL	136.24
		PUBLIC UTILITIES	SWR	150.76
		WARRANT TOTAL		345.08
62143	QUENTIN CONTROL SYS INC	MAINT OF GENERAL EQUIP	SWR	2,439.36
		WARRANT TOTAL		2,439.36
62144	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	473.72
		MAINTENANCE OF LINES	SWR	947.43
		WARRANT TOTAL		1,421.15
62145	REGION 3 FIRE COUNCIL	TUITION/REGISTRATION	FD	475.00
		WARRANT TOTAL		475.00
62146	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	142.19
		PROFESSIONAL SERVICES	ENG	634.67
		PROFESSIONAL SERVICES	ENG	2,308.37
		PROFES. SVCS. REIMBURSE	ENG	1,577.49
		PROFES. SVCS. REIMBURSE	ENG	222.53
		PROFES. SVCS. REIMBURSE	ENG	259.67
		PROFES. SVCS. REIMBURSE	ENG	60.14
		PROFES. SVCS. REIMBURSE	ENG	309.56
		ROADWAY - CRACK SEAL	ART	622.51
		ROADWAY - SLURRY SEAL	AST	469.61
		CONSTRUCTION-TOWNSHIP LINE	PWT	442.26
		ENGINEERING - SR20 LINE	PWT	383.85
		ENGINEERING - METCALF LINE	PWT	133.73
		ENGINEERING-TOWNSHIP LINE	PWT	335.04
		ENGINEERING-TOWNSHIP LINE	PWT	337.50
		PROF SVS-ENGINEERING	SWR	598.80
		PROF SVS-ENGINEERING	SWR	29.04
		PROF SVS-ENGINEERING	SWR	10.26
		PROF SVS-ENGINEERING	SWR	1,704.85
		WARRANT TOTAL		10,582.07
62147	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	28.23
		WARRANT TOTAL		28.23
62148	REMINISCE	BOOKS, PERIOD, RECORDS	LIB	19.96
		WARRANT TOTAL		19.96
62149	RINDAL, BOB	HEALTH CLUB	SAN	180.00
		WARRANT TOTAL		180.00
62150	SALSEINA, NATHAN	MISC-DUES/SUBSCRIPTIONS	PL	30.00
		WARRANT TOTAL		30.00

CITY OF SEDRO-WOOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62151	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	211.92
		OPERATING SUPPLIES	SWR	111.95
		OPERATING SUPPLIES	SWR	121.42
		WARRANT TOTAL		445.29
62152	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	242.30
		WARRANT TOTAL		242.30
62153	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	14.71
		OPERATING SUPPLIES	PL	51.78
		OPERATING SUPPLIES	PL	19.54
		OPERATING SUPPLIES	PL	36.03
		OP. SUPPLIES - TRAFFIC	PL	37.07
		REPAIRS/MAINT-EQUIP	SAN	4.14
		REPAIRS/MAINT-EQUIP	SAN	4.14
		WARRANT TOTAL		159.13
62154	SEDRO-WOOLLEY FAMILY	MISC-PERMITS & LICENSES	PL	112.00
		WARRANT TOTAL		112.00
62155	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		4,020.00
		WARRANT TOTAL		4,020.00
62156	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	12,943.50
		WARRANT TOTAL		12,943.50
62157	SEVEN SISTERS, INC.	MAINT OF PUMPING EQUIP	SWR	226.74
		WARRANT TOTAL		226.74
62158	SICKLER TRUCK REPAIR	REPAIRS/MAINT - EQUIP	PL	233.32
		REPAIRS/MAINT - EQUIP	PL	296.76
		REPAIRS/MAINT - EQUIP	PL	318.41
		WARRANT TOTAL		848.49
62159	SKAGIT COUNTY GOVERNMENT	OPERATING LEASE-COMPUTER	PD	7,887.60
		CONTRACT SVS-CNTRL DISPATCH	FD	657.30
		WARRANT TOTAL		8,544.90
62160	SKAGIT CO HEALTH DEPT	PROFESSIONAL SERVICES	PD	25.00
		WARRANT TOTAL		25.00
62161	SKAGIT COUNTY SHERIFF	PRISONERS	PD	6,414.86
		WARRANT TOTAL		6,414.86
62162	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	135.45
		WARRANT TOTAL		135.45
62163	SKAGIT FARMERS SUPPLY	PROPANE	PL	10.45
		WARRANT TOTAL		10.45
62164	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP	SAN	112.57
		REPAIRS/MAINT-EQUIP	SAN	2,582.39

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	2,694.96
62165	SKAGIT TECH SOLUTIONS	PROFESSIONAL SERVICES SWR	189.00
		WARRANT TOTAL	189.00
62166	SKAGIT SOILS	RECYCLING FEE - YARD WASTE SAN	160.80
		WARRANT TOTAL	160.80
62167	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS	22.80
		LEGAL PUBLICATIONS LGS	17.10
		LEGAL PUBLICATIONS LGS	25.65
		LEGAL PUBLICATIONS LGS	25.65
		LEGAL PUBLICATIONS LGS	28.50
		ADVERTISING/LEGAL PUBLIC PLN	39.90
		WARRANT TOTAL	159.60
62168	SMILEY'S INC.	REPAIRS/MAINT-EQUIP SAN	71.28
		WARRANT TOTAL	71.28
62169	SOLUTIONS SAFETY SVC INC	REPAIRS/MAINT-EQUIP FD	89.03
		WARRANT TOTAL	89.03
62170	SOLID WASTE SYSTEMS, INC.	MAINTENANCE CONTRACTS SWR	68.04
		WARRANT TOTAL	68.04
62171	SPECIAL AUDIENCE MARKETING INC.	SUPPLIES & BOOKS FD	762.00
		WARRANT TOTAL	762.00
62172	STEPHENSON, RETA	MEALS/TRAVEL FIN	28.73
		WARRANT TOTAL	28.73
62173	STILES & STILES	MUNICIPAL COURT JUDGE JUD	2,728.00
		WARRANT TOTAL	2,728.00
62174	SUNSET AUTO BODY	REPAIRS/MAINT-EQUIP SAN	567.00
		WARRANT TOTAL	567.00
62175	SWIWICC	MISC-TUITION/REGISTRATION INSP	260.00
		WARRANT TOTAL	260.00
62176	TAYLOR, PAUL	RETIRED MEDICAL PD	74.56
		WARRANT TOTAL	74.56
62177	TIGER OAK PUBLICATIONS	BOOKS, PERIOD, RECORDS LIB	14.95
		WARRANT TOTAL	14.95
62178	TRUE VALUE	OPERATING SUPPLIES FD	30.22
		OPERATING SUPPLIES FD	34.52
		OPERATING SUPPLIES FD	69.02
		OPERATING SUPPLIES PL	19.73
		OPERATING SUPPLIES PL	90.60
		OPERATING SUPPLIES PL	23.72

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	PL	69.69
		OPERATING SUPPLIES	PL	28.23
		OPERATING SUPPLIES	PL	3.28
		OPERATING SUPPLIES	PL	38.93
		OPERATING SUPPLIES	PL	11.73
		SUPPLIS - COMMUNITY CENTER	PL	174.63
		SUPPLIS - COMMUNITY CENTER	PL	8.19
		SUPPLIS - COMMUNITY CENTER	PL	6.78
		REPAIRS/MAINT-COMM CENTER	PL	3.91
		REPAIRS/MAINT-TRAIN	PL	25.80
		OPERATING SUPPLIES	SWR	12.95
		OPERATING SUPPLIES	SWR	3.43
		OPERATING SUPPLIES	SWR	42.34
		OPERATING SUPPLIES	SWR	30.90
		REPAIRS/MAINT-BUILDING	SAN	7.95
		WARRANT TOTAL		736.55
62179	USA BLUE BOOK	MAINT OF GENERAL EQUIP	SWR	678.42
		WARRANT TOTAL		678.42
62180	VALLEY AUTO SUPPLY	OPERATING SUPPLIES	FD	9.39
		REPAIRS/MAINT-EQUIP	SAN	31.92
		REPAIRS/MAINT-EQUIP	SAN	54.11
		REPAIRS/MAINT-EQUIP	SAN	11.87
		WARRANT TOTAL		107.29
62181	VALLEY GUTTER SERVICE	MAINTENANCE OF BUILDINGS	SWR	966.00
		WARRANT TOTAL		966.00
62182	VALLEY HARDWARE	OPERATING SUPPLIES	PL	3.23
		WARRANT TOTAL		3.23
62183	VERIZON NORTHWEST	TELEPHONE	JUD	67.75
		TELEPHONE	FIN	60.48
		TELEPHONE	LIB	190.34
		TELEPHONE	PL	315.25
		TELEPHONE	SWR	570.79
		TELEPHONE	SAN	188.82
		WARRANT TOTAL		1,393.43
62184	VISTEN, LESLIE	RETIRED MEDICAL	PD	125.00
		WARRANT TOTAL		125.00
62185	WALLEY, SHANE	MISC-DUES/SUBSCRIPTIONS	PL	105.00
		WARRANT TOTAL		105.00
62186	WA STATE DEPT OF REVENUE	PUBLIC EDUC. SUPPLIES	PD	43.04
		TAXES AND ASSESSMENTS	LIB	5.65
		BOOKS, PERIOD, RECORDS	LIB	15.17
		TAXES & ASSESSMENTS	PL	62.25
		TAXES & ASSESSMENTS	PL	93.78
		MAINT OF GENERAL EQUIP	SWR	46.75

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TAXES AND ASSESSMENTS	SWR	4,019.41
		TAXES & ASSESSMENTS	SAN	4,822.06
		WARRANT TOTAL		9,108.11
62187	WA ST DEPT OF TRANS	MISC-TUITION/REGISTRATION	FIN	75.00
		MISC-TUITION/REGISTRATION	LGL	75.00
		WARRANT TOTAL		150.00
62188	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		6,801.26
		WARRANT TOTAL		6,801.26
62189	WSU URBAN IPM & PEST SAFE ED	MISC-PERMITS & LICENSES	PL	25.00
		MISC-PERMITS & LICENSES	PL	25.00
		MISC-PERMITS & LICENSES	PL	25.00
		MISC-PERMITS & LICENSES	PL	25.00
		MISC-PERMITS & LICENSES	PL	25.00
		MISC-DUES/SUBSCRIPTIONS	SWR	25.00
		MISC-DUES/SUBSCRIPTIONS	SWR	25.00
		WARRANT TOTAL		175.00
62190	WWCPA	MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		WARRANT TOTAL		90.00
62191	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	9,807.94
		WARRANT TOTAL		9,807.94
62192	WENDLE	FIRE TRUCK	FD	34,055.69
		WARRANT TOTAL		34,055.69
62193	WILDFIRE	SMALL TOOLS & MINOR EQUIP	FD	42.31
		WARRANT TOTAL		42.31
62194	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES	PL	79.19
		OPERATING SUPPLIES	PL	12.58
		OPERATING SUPPLIES	SWR	52.92
		WARRANT TOTAL		144.69
62195	WILLIAMS, MONICA	LAW ENFORCEMENT SERVICES		60.00
		WARRANT TOTAL		60.00
		RUN TOTAL		576,409.92

CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	114,891.15
104	ARTERIAL STREET FUND	1,092.12
105	LIBRARY FUND	1,512.54
108	STADIUM FUND	29.53
110	PUBLIC LANDS 110	9,814.49
331	CITY HALL CONST FUND	355,061.13
332	PWTF SEWER CONSTRUCTION FUND	1,632.38
401	SEWER FUND	65,014.40
412	SOLID WASTE FUND	23,111.71
425	STORMWATER	230.47
621	SUSPENSE FUND	4,020.00
TOTAL		576,409.92

DEPARTMENT	AMOUNT
001 000 000	6,861.26
001 000 011	119.70
001 000 012	8,344.12
001 000 013	20.00
001 000 014	524.24
001 000 015	267.83
001 000 018	1,432.43
001 000 019	390.20
001 000 020	6,888.14
001 000 021	26,860.85
001 000 022	62,518.47
001 000 024	663.91
FUND CURRENT EXPENSE FUND	114,891.15
104 000 042	1,092.12
FUND ARTERIAL STREET FUND	1,092.12
105 000 072	1,512.54
FUND LIBRARY FUND	1,512.54
108 000 019	29.53
FUND STADIUM FUND	29.53
110 000 042	9,814.49
FUND PUBLIC LANDS	110 9,814.49
331 000 012	355,061.13
FUND CITY HALL CONST FUND	355,061.13
332 000 082	1,632.38
FUND P WTF SEWER CONSTRUCTION FUND	1,632.38
401 000 035	65,014.40
FUND SEWER FUND	65,014.40
412 000 037	23,111.71
FUND SOLID WASTE FUND	23,111.71
425 000 039	230.47
FUND STORMWATER	230.47
621 000 000	4,020.00
FUND SUSPENSE FUND	4,020.00
TOTAL	576,409.92

2008 City Council & Planning Commission Meeting Dates
All meetings are open to the public

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2007

Time & Location: *

City Council meetings – 7:00 p.m., Community Center, 703 Pacific Street

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

Planning Commission meetings – 6:30 p.m., City Hall Courtroom, 720 Murdock St

City Council worksessions – 7:00 p.m. Public Safety Training Room, 220 Munro St

City Council & Planning Commission joint worksessions – 7:00 p.m. Public Safety Training Room, 220 Munro St

January 2 – Council worksession (Wednesday)

January 9 – Council meeting

January 15 – Planning Commission meeting

January 23 – Council meeting

July 1 – Council worksession

July 9 – Council meeting

July 15 – Planning Commission meeting

July 23 – Council meeting

February 5 – Council worksession

February 13 – Council meeting

February 19 – Planning Commission meeting

February 27 – Council meeting

August 5 – Council worksession

August 13 – Council meeting

August 19 – Planning Commission meeting

August 27 – Council meeting

March 4 – Council/Planning Comm. wks

March 12 – Council meeting

March 18 – Planning Commission meeting

March 26 – Council meeting

September 2 – Council worksession

September 10 – Council meeting

September 16 – Planning Commission mtg

September 24 – Council meeting

April 1 – Council worksession

April 9 – Council meeting

April 15 – Planning Commission meeting

April 23 – Council meeting

October 7 – Council/Planning Comm. wks

October 8 – Council meeting

October 21 – Planning Commission meeting

October 22 – Council meeting

May 6 – Council worksession

May 14 – Council meeting

May 20 – Planning Commission meeting

May 28 – Council meeting

November 4 – Council worksession

November 12 – Council meeting

November 18 – Planning Commission mtg

November 25 – Council meeting (Tuesday)

June 3 – Council worksession

June 11 – Council meeting

June 17 – Planning Commission meeting

June 25 – Council meeting

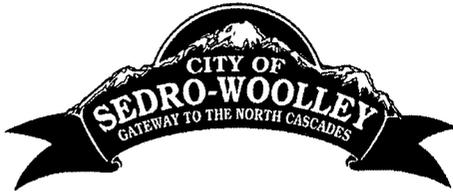
December 2 – Council worksession

December 10 – Council meeting

December 16 – Planning Commission mtg

December 24 – Council meeting cancelled

** After completion of the new City Hall, all meetings will be located in the City Hall Courtroom/Council Chambers, 325 Metcalf Street*



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

DEC 12 2007

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

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: Interlocal agreements with Skagit County regarding email, Spillman and tech support
DATE: December 12, 2007

ISSUE: Should the Council authorize the Mayor to sign the three attached interlocal agreements with Skagit County?

BACKGROUND: Skagit County has provided Sedro-Woolley with three IT services: Spillman, email and general tech support. Each service is identified in a separate interlocal agreement. Spillman is the law enforcement software that the County provides to all agencies in the County; email is unique to Sedro-Woolley and tech support is the one we are phasing out with the hire of Bill Chambers. The tech support contract is an on-call contract and one we will need to transition between Skagit County and our new director of IT services.

These contracts need to be approved to replace existing contracts that will expire at the end of the year. They are not in final form as I have not fully reviewed them and neither has the County's attorney.

REQUEST FOR ACTION:

1. Motion to approve the attached interlocal agreements subject to final review and revision by the City Attorney.



INTERLOCAL PUBLIC SAFETY TECHNOLOGY SERVICE AGREEMENT BETWEEN SKAGIT COUNTY AND UPPER SKAGIT INDIAN TRIBE

1 PARTIES

THIS AGREEMENT is entered into between Skagit County hereinafter "The County", and the Upper Skagit Indian Tribe, hereinafter "Agency". This agreement shall include:

Public Disclosure Conditions; Exhibit A
Scope of Services for SPSS; Exhibit B
Dispute Resolution and Limited Waiver of Sovereign Immunity; Exhibit C

2 DEFINITIONS

Current Payment Period - The Current Payment Period shall be the first, second, third or fourth quarter of the year that is accruing expenses when termination notice is given. The first quarter of the year shall be January through March, the second quarter shall be April through June, the third quarter shall be July through September, the fourth quarter shall be October through December.

Partner Agency - All agencies that have entered into an Inter-local agreement with the County for Public Safety Technology Services.

System Management Plan - A document created by Skagit County Information Services in conjunction with the Partner Agencies that details information management policies, procedures and guidelines regarding the Public Safety Technology Services. The System Management Plan is based on the Skagit County Information Technology Security Standards and Guidelines and documents management items that are required to exceed the security and management standards. This plan will be produced during the

contractual period this agreement is in affect.

3 PURPOSE

This document establishes an Interlocal Cooperative Agreement between the County and Agency as defined by the Interlocal Cooperation Act RCW 39.34, as such; it shall be filed according to law.

The County and Agency are authorized under RCW 39.34 to provide cooperative information services. This Interlocal Service Agreement sets out the terms and conditions under which the County and Agency cooperatively provides and receives service. This Agreement governs the provision of Public Safety Technology Services provided to Agency by The County.

4 Scope of Agreement

This agreement shall address Agency access to information derived from the Spillman Public Safety System, hereinafter known as the SPSS. The SPSS shall also include the Mug Shot System, hereinafter known as MSS, and Domestic Violence Protection Orders System, hereinafter known as DVPOS.

5 GENERAL TERMS AND CONDITIONS

5.1 DURATION

This Agreement commences upon execution by signature of both parties and shall terminate on January, 1st 2011.

5.2 NO JOINT VENTURE

It is understood that this agreement is solely for the benefit of the parties hereto and give no right to any other party. No joint venture or partnership is formed as a result of this agreement.

5.3 USE OF SOFTWARE

Use of the SPSS system shall be in accordance with the licensing policies of Spillman Technologies, Inc. and polices and procedures defined in the SPSS Policy and Procedure Manual.

5.4 DATA AVAILABLE

The County shall deliver data derived from the SPSS to network devices accessible to Agency personnel and software applications.

Extent of access shall conform to the regulations set forth in Chapter 13.50 RCW and other applicable federal, state, and local law.

The Agency will not sell, give, loan, lease or otherwise transfer title, possession, or allow access or use of any of the data or screens by any person, firm, corporation or association without prior written approval of the County.

5.5 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

Proprietary information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information or data on the County network shall be treated as proprietary regardless of ownership.

There being a difference in the manner of which a Sovereign Nation and public municipality shall address dissemination of information, disclosure of requested information to the public shall be managed as given in Exhibit A, Public Disclosure Conditions, hereinafter incorporated by reference.

5.6 THE COUNTY MAY PRIORITIZE PROVISION OF ACCESS.

The County may limit, control or prioritize the access described herein to any extent necessary to prevent such from unreasonably disrupting the County's operations and to prevent excessive interference with other essential functions of the County and to the extent necessary to provide access to its public records by other members of the public.

This may include scheduled shutdowns for backups or maintenance and unscheduled shutdowns due to hardware or software malfunctions.

5.7 MAINTENANCE

The SPSS and Skagit County networks will be available as set forth in Section 7 with the following exceptions.

5.7.1 SCHEDULED MAINTENANCE

Skagit County Information Services reserves the right to schedule preventative maintenance on all systems. When possible, preventative maintenance will be scheduled a minimum two weeks in advance and attempt to minimize impacts to each user agency. The Agency will have three (3) business days after getting notification of scheduled maintenance to inform the County if the scheduled maintenance will cause an undue burden on the Agency. County and Agency will discuss the issue and work to resolve a mutually agreeable time to conduct the maintenance if the maintenance can be delayed.

Scheduled maintenance may result in loss of service to the SPSS for a period of time.

5.7.2 SOFTWARE AND HARDWARE UPGRADES

Software and Hardware upgrades differ from normally scheduled maintenance, in that systems will be unavailable for the duration of the upgrade. It is conceivable that an upgrade may take a couple of days. When possible, the Agency will be informed a month prior to the scheduled upgrade time. Skagit County will make every reasonable attempt to schedule the upgrade to minimize impacts to each Agency; however, both parties agree that due to the wide use of this system and the minimal amount of support personnel, there will be Agency impacts.

5.7.3 EMERGENCY MAINTENANCE

Emergency maintenance will be coordinated with the Agency whenever possible.

5.8 AGENCY MAINTENANCE DEMARCATION POINT

Skagit County will repair, configure and maintain the SPSS from each system to the Agency's' Ethernet side of the last network device owned and maintained by Skagit County. Responsibility to repair, configure or maintain Agency workstations, electronic messaging systems, network equipment, network transmission lines, printing devices, smart devices, or any other equipment or software application resident on Agency's network shall be the responsibility of the Agency.

5.9 SUPPORT COVERAGE

5.9.1 SKAGIT COUNTY SERVICE DESK COVERAGE

The Skagit County service desk is staffed approximately 8 hours per day, five days a week. Support hours are from 8:00 AM - 4:30 PM. The phone number is:

(360) 419 - 3338

Guaranteed availability of the Service Desk personnel is not possible due to staffing constraints. The Service desk will log computer and network problems and dispatch problems to the responsible engineer. If the service desk technician is away from the phone for any reason, the caller will be asked to leave a voice mail message. The service desk will return the call as soon as possible.

The Agency may also send electronic mail to us regarding problems at **HELPDESK@CO.SKAGIT.WA.US**. This address is monitored during business hours (8:30 AM - 4:30 PM) Monday through Friday, excluding holidays.

The Agency is responsible for providing a current contact list to Skagit County Information Services.

5.9.2 After Hours Coverage

All calls for after hours support should be made to the Skagit County Service Desk Number as provided in section 4.8.1. The support staff will log and start to resolve any issues on the next business day after the call has been received.

After hour basic support is not part of this agreement. After hours support is covered in a separate service agreement.

5.10 CONFIGURATION MANAGEMENT

All configuration changes to the SPSS system will be made by Skagit County Information Services or Spillman Technologies Incorporated in coordination with the County. The Agency will provide Skagit County Information Services with a primary and alternate contact name of authorized personnel who can coordinate/request changes to

the current network.

5.11 DISASTER RECOVERY

Skagit County Information Services shall implement a disaster recovery capability consisting of creating a secondary copy of the SPSS system to alternate media on a nightly basis. Specific details regarding the disaster recovery capability shall be incorporated into the Public Safety System Management Plan. The County will not maintain information longer than specified in the Public Safety System Management Plan unless the Agency requests a specific data archive.

Agencies requesting a specific data archive will be charged time and materials to create the archive. Archives are not covered under the general scope of this agreement (Exhibit B).

5.12 SECURITY AND INTEGRITY

The Skagit County network is protected from the Internet with firewall security to prevent unauthorized access from the Internet. The Agency is responsible for securing their organization's computer resources against all unauthorized access.

If the Agency determines to disconnect from access to Skagit County's network or Skagit County's RIGN they must notify the County immediately. Such action will terminate this agreement.

The County, in conjunction with the partner agencies shall work to comply with local, state and federal security standards and requirements, inclusive of the Skagit County Security Policy and Information Technology Security Standards and Guidelines. A System Management Plan for the SPSS shall be created to address specific security or system management issues that pertain specifically to the SPSS.

5.12.1 AUTHORIZED USE

This agreement is intended for use by the Agency's authorized agents only. All accounts must be approved by Skagit County Information Services.

5.12.2 INDIRECT ACCESS

Agency will take measures to prevent unauthorized third party indirect access to the

SPSS system. Examples of this would include but not be limited to gateways, dial-up, or cascaded telnet sessions where the originator is not a Agency authorized user of the RIGN or State Inter-Governmental Network, but whose resultant IP address would appear to the network as being the Agency's address.

5.12.3 USER ACCOUNT ACCESS TO SPSS SYSTEM

The Partner Agencies shall determine the types of account access to the SPSS and the security requirements for accounts. A System Management Plan for the SPSS shall be developed to define account type and security.

5.12.4 REGIONAL INTER-GOVERNMENTAL NETWORK Protection

To protect the RIGN and other entities that may be attached to the RIGN from malicious attacks directly or indirectly originating from within the Agency's private network, it is expected that the Agency will take reasonable measures to protect their computer systems from malicious software.

Reasonable measures include, but are not limited to:

- Timely operating systems updates
- Virus detection software on all personal computers, workstations and servers
- Timely and periodic updates to virus detection software
- Firewall technology between Agency's network and any other network that Agency is connected to that they do not directly administer. This includes the Internet.
- Education of Agency employees on safe computing practices
- Policies in place that address software installation, use of software, and malicious activity reporting

5.13 ORIGINATING AGENCY IDENTIFIERS

To accommodate management of the Originating Agency Identifiers (ORI) as required by federal and state law enforcement agencies. It is required that each terminal, workstation, laptop, tablet pc, pocket pc, or other device that will require use the SPSS State Access application to access state or federal criminal history or other information that requires an ORI designation be statically addressed.

The static address must be at the Internet Protocol address level not at the device Ethernet (MAC) level. Please have your technical support staff contact Skagit County Information Services if there are any questions regarding this protocol.

Network devices that do not require access to State or Federal criminal histories or other information delivered by the State Access application do not need an ORI and consequently do not need to be statically mapped.

5.14 AGENCY FIELD OFFICE ENVIRONMENT

The Agency is responsible for providing an acceptable operating environment for all equipment used to access the SPSS. The Agency is responsible for the security, power quality and cleanliness of the equipment environment. Equipment replacement due to damage resulting from, but not limited to, power surges, water damage, improper handling or extremely high temperatures is the responsibility of the Agency.

6 SERVICE OFFERING

6.1 SPILLMAN PUBLIC SAFETY SYSTEM SERVICE

The SPSS shall be available 24 hours per day 7 days a week except during system failure or scheduled maintenance or as otherwise detailed in paragraph 5.6 or section 9.

Basic support shall consist of network management and troubleshooting to the agency demarcation point; SPSS account management, security management, application troubleshooting, network connectivity, network management and capacity planning. Basic support shall apply to all Public Safety personnel who are authorized agents of the Agency. Public Safety personnel are considered Law Enforcement, Prosecutors, Fire Personnel and their support staff.

Basic support for the SPSS shall be provided each business day from the hours of 8am to 5PM Pacific Standard Time excluding Skagit County holidays and weekends.

The basic scope of service for the SPSS is provided in Exhibit C, Scope of Services for SPSS hereinafter, incorporated by reference.

Agency is responsible to provide computing devices, for its authorized agents that comply with published Spillman Technology standards for the current SPSS software revision level and published Skagit County MSS/DVPOS technology standards.

7 TERMINATION

7.1 TERMINATION FOR CAUSE

If for any cause, the County or the Agency does not fulfill in a timely and proper manner its performance obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 60 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party. Upon termination of this Agreement, Agency will pay its appropriated share for all services rendered within the current payment period.

7.2 TERMINATION FOR PUBLIC CONVENIENCE

Either the County or Agency may terminate the contract in whole or in part whenever the County or Agency determines, in its sole discretion that such termination is in the best interests of the County or Agency. Whenever the contract is terminated in accordance with this paragraph, County shall be entitled to payment for work performed through the current payment period. No adjustment shall be made for loss of anticipated profit or deleted or uncompleted work. Termination of this contract at any time during the term, whether by default or for convenience, shall not constitute a breach of contract.

The termination date of this agreement shall be the first day after the current payment period expires. A minimum of 30 days notice before the current payment period end shall be provided by Agency or County when terminating this agreement.

7.3 TERMINATION OF AGREEMENT - EVENTS OF DEFAULT.

This Agreement may be immediately terminated without notice upon an event of default, which events of default include but are not limited to the following:

- a. The Agency wrongfully uses the data provided by the County per terms of this agreement including all attachments.
- b. Unauthorized copying of data.
- c. In the event this Agreement is determined to be in conflict with federal or state law, County resolutions or ordinances which are in effect at the time of this Agreement or may be imposed in the future.
- d. The Agency uses or attempts to use information provided in such a manner as to violate a taxpayer's right to privacy or to create an unfair competitive disadvantage for a taxpayer.
- e. The Agency sells, gives, leases, or loans access to the screens or the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written approval of the County.
- f. Failure to conform to Regional Inter-Governmental Network (RIGN) or State Inter-Governmental Network security requirements, section 11.
- g. If the vendor of the SPSS changes its support, architecture, licensing, policy or creates any other condition that would create a situation where Skagit County could no longer meet the scope of work as defined in appendix A.
- h. The agency violates the account management terms as provided in section 5.11.3.

8 PAYMENT FOR SPSS SERVICES

8.1 SERVICE CHARGES

Charges for products and services provided by the County will be based on actual costs incurred by County. All billing will be on a quarterly basis based on the actual expenditures for the previous quarter.

8.2 CALCULATIONS FOR PUBLIC SAFETY TECHNOLOGY SERVICES

The current metric utilized to determine cost per agency is the number of system accounts each agency uses. This metric can be changed if needed by the partner agencies under the following conditions:

- 1) a quorum of the partner agencies agree to the metric change.
- 2) the metric is relatively easy to determine by Skagit County Information Services
- 3) the metric is applicable to all partner agencies

4) the metric may only be changed 30 or more days before the next quarter billing period and shall apply to the next billing period and beyond.

Upon a change of metric, the form of the metric shall be documented and notification shall be sent to each of the agency representatives.

The formula for Public Safety Technology Services Billing shall be:

$$(TEQ - S) * AM/TM$$

Where;

TEQ = Total cost of support for systems required to support Public Safety Technology Services inclusive of Help Desk Expenditure within a fiscal quarter.

S = Other external revenues (including grants)

AM = Number of items used to calculate the Metric for an Agency

TA = Total number of Metric items of all Agencies.

8.3 SPILLMAN PUBLIC SAFETY TECHNOLOGY SYSTEM LICENSING COSTS AND REQUIREMENTS

The Agency shall be responsible to pay for licensing costs required by Spillman Technologies, Inc. This may additionally include a separate license agreement with Spillman Technologies, Inc. Agency also agrees to comply with all terms and conditions of any Spillman License agreement Agency as separately negotiated and signed with Spillman.

8.4 AGENCY EQUIPMENT COSTS AND MANAGEMENT

The Agency shall be totally responsible and liable for all costs incurred in the acquisition of its own equipment, including telephone lines and other supplemental equipment and the costs of connecting that equipment with the County's equipment. The Agency will be responsible for trouble shooting, maintaining and managing their equipment and network to the County demarcation point.

Equipment that is resident in County facilities shall be tagged with an inventory tag identifying that equipment as Agency owned.

8.5 TAXES

8.5.1 COUNTY PAYMENT OF TAXES

If the County is required to pay sales or use tax in order to provide service under this Agreement, such taxes will be added to the TEQ (Total cost of support for systems required to support Public Safety Technology) as defined in section 8.2.

8.6 INVOICES AND LATE PAYMENT

The County will invoice Agency quarterly detailing charges for services rendered during the preceding quarter. Payment is due upon receipt of invoice by Agency and becomes delinquent 30 days thereafter.

A late payment charge may be applied to any remaining balance 60 days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of 1% per month. Agreements with balances more than 90 days past due may be terminated under the TERMINATION FOR CAUSE provision of this Agreement, and services discontinued.

Amounts disputed by Agency under Section 8.2 are not subject to late payment charges.

8.7 SERVICE CANCELLATION

If the agency cancels services per section 7 of this agreement, they shall be charged for the full Current Service Period.

9 LIMITATION OF LIABILITY

9.1 NON-CONFORMING SERVICES

For any services which fail to conform to the specification of this Agreement and such failure is caused solely by the negligence of Skagit County, the County's liability shall be limited to not charging the Agency for the quarter period in which the service failed to conform. If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each. Agency is solely responsible for any damage caused in whole or in part by inaccurate or inadequate data, programs, or software furnished to the Agency by County.

Neither party will be liable for any failure to comply with or delay in performance of this

Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

County is not liable for system failure or other unforeseeable conditions that result in the unavailability of service to Agency.

9.2 LOSS OR DAMAGE TO AGENCY SUPPLIED DATA

For any loss or damage to Agency supplied data or programs due to negligence of the County, Agencies liability shall be limited to the replacement or regeneration of lost or damaged data from the County's supporting material up to a maximum of \$5,000 per year.

9.3 EQUIPMENT DAMAGE

For any equipment damaged as the result of negligence by either party, that party will be obligated to pay for repair or replacement of that equipment. If both parties are negligent, the parties agree to apportion between them the damage attributable to the actions of each. Liability for equipment shall be limited to the actual replacement cost.

9.4 SOFTWARE

Computer applications programs and other software systems furnished to Agency by the County at no charge to Agency are furnished on an "as is" basis with no representations or warranties regarding use or results.

9.5 DAMAGES

Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

9.6 THIRD PARTY CLAIMS

In the event that either party is found liable for damages to third parties as a result of the performance of services under this Agreement, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Agreement.

10 SOVEREIGN NATION DISPUTE RESOLUTION AND LIMITED WAIVER

If the Agency is a Sovereign Nation, then Exhibit B, Dispute Resolution and Limited Waiver of Sovereign Immunity, hereinafter incorporated by reference shall apply.

11 ASSIGNMENT

This Agreement may not be assigned by either party to a third party without the prior written consent of the County and the Agency.

12 WAIVER

If a breach of a provision of this Agreement is waived for a particular transaction or occurrence, waiver for a similar breach in a subsequent similar transaction or occurrence may not be implied.

13 SEVERABILITY

If any term or condition of this Agreement or application thereof 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.

14 NOTICES

All notices and communications which may be required by this Agreement shall be in writing and may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid. Notice shall be sent to:

Skagit County

Skagit County Commissioners

Attention: JoAnne Giesbrecht, Clerk of the Board
1800 Continental Place, Suite 100
Mount Vernon, WA 98273
Phone (360) 336-9300
FAX (360) 336-9307

AGENCY: _____
CONTACT NAME: _____
ADDRESS: _____
CITY/STATE: _____
ZIP CODE: _____
PHONE: _____
FAX: _____

AMENDMENTS/MODIFICATIONS

This Agreement may be modified or amended by the mutual written consent of the parties. Terms and conditions specified in an Order Supplement or Service Level Agreement will have precedence over the terms and conditions specified in this Agreement. The Order Supplement or Service Level Agreement may amend or modify the terms in this Agreement.

15 TREATMENT OF ASSETS

15.1 PROPERTY TITLE

Title to all property furnished by the County shall remain with the County. All property furnished by the Agency shall remain with the Agency.

15.2 USE OF PROPERTY

Any property furnished by the County to the Agency shall, unless otherwise provided in this contract, or approved by the owner, be used for the performance of this contract.

15.3 LOSS OR DAMAGE

The Agency shall be responsible for any loss or damage to property of the County which results from negligence of the Agency or which results from the failure on the part of the Agency to maintain and administer the property in accordance with sound management practices.

15.4 PROPERTY LOSS NOTIFICATION

If any County property is lost, destroyed, or damaged, Agency shall promptly notify the County and shall take all reasonable steps to protect the property from further damage.

15.5 SURRENDER OF PROPERTY

Both parties shall surrender to the other all property owned by the other prior to settlement upon completion, termination, or cancellation of this Agreement.

15.6 AGENCY EMPLOYEES OR AGENTS

All reference to the Agency under this clause shall include any employees or agents of Agency.

16 OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, public records or other materials prepared by the County and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

Spillman Technologies, Inc. shall retain all intellectual property rights for programs, documentation or other optional materials provided by Spillman Technologies, Inc. to County or Agency.

17 SIGNATURE BLOCKS

The parties acknowledge that they have read, understand and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of this Agreement.

AGENCY:

UPPER SKAGIT POLICE

SKAGIT COUNTY, WASHINGTON

SHARON D. DILLON, Chair

Approved As To Form:

DON MUNKS, Commissioner

Upper Skagit Police Department
Attorney

KENNETH A. DAHLSTEDT, Commissioner

Attest:

Approved:

If Required by Agency

By: _____
(Department Head)

By: _____
(Skagit County Sheriff)

By: _____
(Budget & Finance Director)

By: _____
(Risk Manager)

ATTEST:

Approved as to Form Only:

JoAnne Giesbrecht, Clerk
Board of County Commissioners

By: _____
Skagit County Civil Deputy

EXHIBIT A
Public Disclosure Conditions

PUBLIC DISCLOSURE CONDITIONS

As a public agency, the County is bound by the Public Disclosure and Criminal Records laws as declared in Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws.

Terms for addressing request for public information shall be as provided dependent on whether the information requested is owned by a Washington State Municipality or a Sovereign Nation.

1. Applicable to Washington State Municipalities only.

Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and Public Disclosure Act, Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws. Other entities will not disclose data except through specific contracts, court orders or agreements with application and data owners.

Agency and the County agree that all records are owned by the Agency and maintained by the County for the exclusive benefit of the Agency. Nothing in this agreement is intended to create a situation where the County has Agency records in its possession or control for purposes other than maintenance and operation of this agreement. Agency agrees that it is solely responsible for responding to public records requests.

In the event County receives a public records request for Agency information or records covered under this agreement, County will immediately forward such request to Agency. Agency will assume all responsibility for the handling and satisfaction of the forwarded request and agrees to defend, indemnify and save harmless the County, its appointed and elective 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 related to any requests for Agency records covered under this agreement.

2. Applicable to Agencies that are Sovereign Nations only.

County is a public agency and as such is required to allow members of the public access to certain materials within Skagit County's control or possession. In the event Skagit County receives a public records request for information clearly belonging to Agency, and not available in other form by other municipalities, within five days of receiving such request and prior to providing any materials to the Requestor, Skagit County will notify Agency of such request for information and will make attempts to provide Agency with adequate time to seek a protective order under applicable law.

EXHIBIT B

Scope of Services for SPSS

Scope of Work for SPSS Support

Installation Services for the SPSS System, Time and Materials.

- Installation Services include all work in setting up the SPSS to deliver information to the Agency. This includes configuring network and security equipment to pass SPSS information and troubleshooting network equipment. All work will be performed on a time and materials basis, see Table 1 for hourly support costs.
- Configuration of the Agency's workstations and network equipment is generally performed by the Agency. Skagit County will provide specific configuration information to the Agency so that this can be accomplished in an expedient manner.
- Development (including requirements gathering, analysis, design, and implementation) and testing of a process that will format SPSS data for delivery to the Agency. This includes work to include frequency of delivery. Agency is responsible to access data file and process it for their internal needs.
- Connectivity to the Regional Inter-Governmental Network will be accomplished on a time and materials basis. This applies to new installations only.

Basic SPSS access based on 1 user (Session).

- Includes network management, SPSS account management, SPSS software and hardware upgrades, security management, application troubleshooting, network connectivity and management, network troubleshooting to the Agency Point of Presence, and capacity planning. Software and hardware required to access the SPSS system must be purchased separately by the Agency.
- Includes Network troubleshooting and configuration on the Skagit County Regional Inter-Governmental Network
- Includes access to the Skagit County Service desk to request for assistance on Spillman or Mugshot related questions. Do to the nature of the SPSS, the Skagit County Service Desk will log the incident and forward the request for service to an application engineer to work on issue resolution.
- Includes CJIS compliancy design, engineering, implementation and on-going support.
- Includes public safety redundancy design, engineering, implementation and on-going support.

Note

The Agency is responsible for troubleshooting, management, and operation of their equipment.

EXHIBIT C
Dispute Resolution and Limited Waiver of Sovereign Immunity

DISPUTE RESOLUTION AND LIMITED WAIVER OF SOVEREIGN IMMUNITY

A. Applicable Law. This Agreement, including all matters of interpretation, validity and performance, shall be governed and enforced in accordance with the laws of Washington State, as applied to contracts executed and to be fully performed on the Swinomish Indian Reservation and without reference to principles of conflicts of law.

B. Mediation. Any controversy or claim arising out of or relating to this Agreement, including claims and counterclaims by the Parties, and including without limitation issues related to the making, formulation and validity of this Agreement and issues related to the existence, interpretation and enforceability of the mediation and arbitration provisions of this Agreement, shall be subject to mandatory mediation. A competent mediator shall be chosen by agreement of the Parties. If the Parties are unable to agree on a mediator, either party may request that a judge, pursuant to Section D appoint a mediator. The Tribe reserves the right to revoke its limited waiver of sovereign immunity if the County fails to appear for mediation pursuant to this Section 6(B).

C. Arbitration. If not resolved within fifteen (15) days after selection or appointment of a mediator, any controversy or claim arising out of or relating to this Agreement, including claims and counterclaims by the Parties, and including without limitation issues related to the making, formation and validity of this Agreement and issues related to the existence, interpretation and enforceability of the mediation and arbitration provisions of this Agreement, but excluding issues regarding or related to the sovereign immunity of the Tribe, shall be adjudicated exclusively by binding arbitration conducted by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules of the AAA then in effect. The arbitration shall take place in the administrative offices of the Tribe on the Swinomish Indian Reservation in Skagit County, Washington, or such other place as the Parties may agree. One arbitrator and the expedited procedures of such rules shall be used in cases involving claims and counterclaims of \$50,000 or less. In all other cases, three arbitrators and the general rules shall be used. Where three arbitrators are used, each party shall appoint an arbitrator within ten (10) days of the commencement of the arbitration and the two arbitrators shall appoint a third arbitrator within ten (10) days of their appointment. If the two arbitrators are unable to agree on the appointment of the third arbitrator within this 10-day period, the third arbitrator shall be appointed by the AAA’s Seattle office. In all cases, each arbitrator shall be neutral. The arbitrator or arbitration panel shall have the power and authority to grant legal and equitable remedies in accordance with the provisions of this contract. Under no circumstances shall the arbitrator or arbitration panel make any determinations regarding the Tribe’s sovereign immunity from unconsented suit. The arbitrator or arbitration panel shall have the authority to authorize or require discovery of the kinds provided for by the Washington Rules of Civil Procedures. The decision of the arbitrator or the majority of the members of the

EXHIBIT C

Dispute Resolution and Limited Waiver of Sovereign Immunity

arbitration panel shall be final and binding. The costs of arbitration shall be borne equally by the Parties, unless the arbitrator or arbitration panel rules otherwise.

D. Compelling and Enforcing Arbitration. Mediation and arbitration pursuant to Sections B, C, and E may be compelled, and a decision of the arbitrator or arbitration panel pursuant to Sections C or E may be enforced, through appropriate judicial proceedings initiated in the United States District Court for the Western District of Washington ("Federal Court"). In the event that Federal Court lacks jurisdiction over that proceeding, a proceeding to judicially compel arbitration or seek judicial enforcement of the arbitration decision may be brought in state courts of competent jurisdiction with the State of Washington, or, at the election of the County, in the Tribal courts of the Swinomish Indian Tribal Community. In the event that such judicial proceedings are initiated, the prevailing party (as defined by the laws of Washington) shall be entitled to petition the court for a reasonable award of attorneys' fees and costs.

E. Disputes Regarding or Related to Sovereign Immunity. Any dispute regarding or related in any way to the sovereign immunity of the Tribe, shall be resolved in the Federal Court. In the event that the Federal Court determines that it lacks jurisdiction over that proceeding, the dispute regarding the sovereign immunity of the Tribe may be resolved, at the sole election of the County, in either the courts of the Swinomish Indian Tribal Community or by binding arbitration before a retired federal court judge chosen by agreement of the Parties. If the Parties are unable to agree on a federal judge to serve as arbitrator, either party may request the appointment of an arbitrator pursuant to Section D. If the County elects to have the dispute regarding or related to sovereign immunity resolved through arbitration before a retired federal court judge, the judge shall have authority to award costs if he finds that either of the parties' arguments, if brought in U.S. District Court, would violate Federal Rule of Civil Procedure 11 (as drafted in 2004).

F. Limited Waiver of Sovereign Immunity. Except as expressly provided in this Section F, nothing in this Agreement shall constitute or be construed as a waiver of the Tribe's sovereign immunity. The Tribe hereby consents to submission of disputes, arising under this Agreement including claims and counterclaims by the Parties, and alleging a breach of one or more of the specific obligations or duties expressly assumed by the Tribe in this Agreement, to mediation pursuant to Section B, arbitration pursuant to Sections C or E, lawsuits pursuant to Section D solely seeking to compel such mediation or arbitration or seeking enforcement of an arbitration decision, and lawsuits brought pursuant to Section E solely seeking to resolve claims arising under this Agreement and regarding or related to the sovereign immunity of the Tribe. This limited waiver is applicable solely to claims by the County, and not by any other person, corporation, partnership or entity whatsoever. This limited waiver authorizes relief compelling the Tribe to take action expressly required by this Agreement, compelling the Tribe to discontinue action expressly prohibited by this Agreement, and/or awarding money damages against the Tribe for breach of this Contract, provided that the total

EXHIBIT C

Dispute Resolution and Limited Waiver of Sovereign Immunity

amount of such money damages shall not exceed the Tribe's financial commitments set forth in Section 1 of this Agreement and shall be satisfied solely from revenue and assets of the Tribe's Class III gaming facility received on or after the date the claim arose. The Tribe (as authorized by tribal resolution) does not waive, limit or modify its sovereign immunity from uncontested suit except as expressly provided in this Section F. Upon execution of this Agreement and if requested, the Tribe will provide to the County a Resolution from the governing body of the Tribal Community and the Tribe, ratifying this Agreement and this Limited Waiver of Sovereign Immunity.



INTERLOCAL TECHNOLOGY SUPPORT SERVICES BETWEEN SKAGIT COUNTY AND THE CITY OF SEDRO-WOOLLEY

1 PARTIES

THIS AGREEMENT is entered into between Skagit County hereinafter "The County", and the City of Sedro-Woolley, hereinafter "Agency". This agreement shall include:

Public Disclosure Terms and Conditions; Exhibit A
Scope of Services for Technology Support; Exhibit B

2 DEFINITIONS

Network Services – Those services, such as electronic mail, that utilize network connected hardware or software in order to perform a specific function for a user of the service.

3 SCOPE OF AGREEMENT

Skagit County will provide to Customer technology services as defined in Exhibit B, Scope of Services for Technology Support, herein, included by reference.

4 GENERAL CONDITIONS

4.1 USE OF SOFTWARE

Software provided by Skagit County, in support of Customer technology support will be in accordance with the licensing policies of the software vendor.

Customer and Skagit County agree to comply with vendor software license agreements for

support of Customer operations.

Skagit County and the Customer agree to promote software sharing and pooling where possible in order to obtain cost-effective software.

County employees shall only perform work on applications and/or systems that have software that has been legally procured by the Agency.

4.2 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE.

Proprietary information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information or data on the County or Customer networks shall be treated as proprietary regardless of ownership.

In the event of a Public Disclosure request received by County regarding Customer information, then the terms as defined in Exhibit A, Public Disclosure Terms and Conditions, hereinafter incorporated by reference, shall apply.

4.3 ASSIGNMENT.

The Customer agrees that it shall not assign any right or interest in this Agreement without the written permission of the County. Any attempted assignment by the Customer without written permission by the County, or its authorized agent, shall be wholly void and totally ineffective for all purposes. Furthermore, the Customer and the County agree that neither shall delegate any obligation which it has under this Agreement without the written permission of the other party. Any attempted delegation without written permission shall be wholly void and totally ineffective for all purposes.

4.4 LIMITATION OF LIABILITY.

Services provided by the County to the Customer described herein are provided on an "as is" basis "with all faults".

The obligations of the County and the rights and remedies of the Customer set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of the County and rights, claims and remedies of the Customer against the County express or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and, any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages.

Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

4.5 TERMINATION OF AGREEMENT - EVENTS OF DEFAULT.

This Agreement may be immediately terminated without notice upon an event of default, which events of default include but are not limited to the following:

- a. The County wrongfully uses the data provided by the Customer.
- b. In the event this Agreement is determined to be in conflict with federal or state law, County or City resolutions or ordinances which are in effect at the time of this Agreement or may be imposed in the future.
- c. The County sells, gives, leases, or loans access to the screens or the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written approval of the Customer.
- d. Failure to conform to Regional Inter-Governmental Network (RIGN) security requirements, see section 11.

5 SERVICE AGREEMENT PERIOD

This Agreement commences upon execution by signature of both parties and shall terminate on January, 1st 2009. The Customer may terminate this agreement prior to the termination date, with a 30 day written notice. Skagit County may terminate this agreement with a 60 day written notice.

6 SERVICE PROVISIONING

Requests for new service, changes to existing service, or billing and service agreement changes should be submitted, in writing, to:

Skagit County Information Services
Attention: Michael Almvig, Manager
700 South Second Street, RM 100
Mount Vernon, WA 98273
Phone (360) 336-9465

FAX (360) 336-9490

6.1 CUSTOMER CONTACT

Customer shall provide a contact for Skagit County to address contractual, service, or other needs as they arise.

6.2 HOURS OF SUPPORT

Skagit County will provide support from the Hours of 8:00 AM to 4:30PM Monday through Friday, excluding scheduled County holidays. An after hours message phone number shall be provided to the Customer so that expedient problem resolution may be realized. Problem resolution shall be done during normal business hours unless it has been previously coordinated and approved by the Customer per section 8 of this agreement. Emergency after hours support is a separate service and is covered under a separate agreement.

6.3 AFTER HOURS SUPPORT

After hours support will be for scheduled repairs only and will be billed at Skagit County's overtime rate for employees.

Emergency after hours support services are covered under a separate agreement.

6.4 WORK REQUESTS

Skagit County tracks each unique issue or task in a work request. Each time the Customer calls, e-mails or uses any means to identify an issue or task that needs to be performed, a work request is generated. Skagit County can provide a list of requests for the Customer at any time. The Customer may also call at any time to inquire as to the status of any outstanding requests.

Examples of work requests include but are not limited to:

- Adding a workstation to the Network
- Adding or deleting a user account
- Troubleshooting electronic messaging issues
- Adding or modifying hardware.

6.5 PROJECTS

Skagit County will assist Customer with technology projects. All projects shall have a scope document written by Customer. Skagit County will provide a good faith estimate of

cost and schedule and provide a project plan to Customer in advance of project implementation. Customer shall approve all project plans before any work is conducted by County.

Projects are defined as work that pertains to a specific scope, where that scope is estimated to take greater than 20 hours or has a cost of greater than \$5,000 or requires a senior level staff member to complete.

7 SERVICE RATES

7.1 RATES FOR SERVICE

Rates for service will be on a time and materials basis. Labor rates may change from year to year and will be available to Customer for review once the operating budget for the next fiscal year is approved by the County.

Skagit County will provide a “best guess” estimate for budgetary purposes whenever the Customer requests it.

7.2 CUSTOMER EQUIPMENT COSTS

The Customer shall be totally responsible and liable for all costs incurred in the acquisition of its own equipment, including telecommunication lines and other supplemental equipment.

It is recommended that Customer procure equipment that substantially conforms in capability to that operated by County to reduce costs associated with maintenance and training.

Equipment that is resident in County facilities shall be tagged with a Customer provided inventory tag identifying that equipment as Customer owned.

7.3 REGIONAL INTER-GOVERNMENTAL NETWORK COSTS

This agreement is predicated on the Customer joining the Regional Inter-Governmental Network (RIGN). Currently, the cost of this network is absorbed under the Interlocal Public Safety Technology Service Agreement. If Customer determines to terminate that agreement, then costs for access to the RIGN shall be incorporated into this agreement.

These costs include, but are not limited to:

- Port costs to RIGN switch
- Costs to install and manage RIGN firewall
- Monthly Fiber Optic charges

7.4 SERVICE DESK SUPPORT COSTS

The Customer shall pay a fair share of the costs to support the Skagit County Service Desk. This cost shall be determined as follows:

HDC * CWR/TWR

HDC = Total Helpdesk Center Costs in a Period

CWR = Total Customer Requests in a Period

TWR = Total Work Requests Entered by Service Desk

Costs incurred to support the helpdesk include, but are not limited to:

- Software maintenance fees for incident tracking system
- Staff Hours for Service Desk Administration
- Maintenance and upgrade costs for helpdesk equipment

Skagit County Service Desk shall keep records of Work Requests by Customer department.

8 BILLING GUIDELINES

8.1 CALCULATIONS FOR BILLING

Billing shall be on a quarterly basis based on actual expenditures for the previous quarter. Total cost will be calculated as follows:

TEQ + WRR

Where;

TEQ = Total Customer Expenditures for equipment, software, or staff in Quarter

WRR = Number of Work Requests Generated times the current Work Request Rate.

9 NETWORK SERVICES

9.1 NETWORK SERVICES AVAILABILITY

Skagit County will do its best to maintain network services and systems with the highest degree of availability possible. Skagit County will achieve the greatest success if the Customer procures the necessary hardware and software recommend by Skagit County.

If Customer procures equipment and software recommended by Skagit County, then availability should exceed 95% 24 hours per day.

There are times where equipment must be removed for maintenance. Skagit County will work with the Customer to schedule maintenance down time whenever possible.

Network outages caused by outside vendors, weather, or other reasons beyond the control of Skagit County are unknown, and may influence network performance.

9.2 NETWORK SERVICES MAINTENANCE

The Customer and Skagit County networks will be available as set forth in Section 7 with the following exceptions:

9.2.1 SCHEDULED MAINTENANCE

Skagit County Information Services reserves the right to schedule preventative maintenance for all network services covered under this agreement. Skagit County Information Services employees will work with Customer to schedule preventative maintenance. When possible, preventive maintenance will be scheduled a minimum two weeks in advance. The Customer must notify Skagit County Information Services one week prior to the scheduled maintenance window, if the Customer requires the network or system(s) to be available during scheduled maintenance. Scheduled maintenance may result in loss of network services to the Customer for a period of time.

9.2.2 SOFTWARE AND HARDWARE UPGRADES

Software and Hardware upgrades differ from normally scheduled maintenance, in that network services will be unavailable for the duration of the upgrade. It is conceivable that an upgrade may take a couple of days. In the event of an upgrade, the Customer will be informed a month prior to the scheduled upgrade time. Skagit County will make every reasonable attempt to schedule the upgrade to minimize impacts to Customer.

9.2.3 EMERGENCY MAINTENANCE

Emergency maintenance will be coordinated with the Customer whenever possible.

10 NETWORK SERVICES SUPPORT COVERAGE

10.1 SKAGIT COUNTY HELP DESK COVERAGE

The Skagit County Service Desk is staffed approximately 8 hours per day, five days a week. Support hours are from 8:30 AM - 4:30 PM.

Skagit County shall provide a phone number to access Service Desk personnel. Service Desk personal will answer or monitor this phone during Service Desk hours of operation. This phone shall additionally have voice mail installed, so that messages of problems or issues can be left after hours.

The phone number is:

(360) 419 - 3338

Guaranteed availability of the Service Desk personnel is not possible due to staffing constraints. The Service Desk will log computer and network problems and dispatch problems to the responsible engineer. If the Service Desk technician is away from the phone for any reason, the caller will be asked to leave a voice mail message. The Service Desk will return the call as soon as possible.

If a call for service is made after hours the Service Desk and support staff will log and start problem resolution on the next business day after the call is received. Emergency after hours support is covered under a separate agreement.

The Customer may also send electronic mail to us regarding problems at **HELPDESK@CO.SKAGIT.WA.US**. This address is monitored during business hours (8:30 AM - 4:30 PM) Monday through Friday, excluding holidays.

The Customer is responsible for providing a current contact list to Skagit County Information Services.

11 CONFIGURATION MANAGEMENT

All configuration changes to network services or Customer systems will be made by Skagit County Information Services in coordination with the Customer. The Customer will provide Skagit County Information Services with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the current network.

12 DATA RECOVERY

12.1 DISASTER RECOVERY

Skagit County will work with Customer to develop and implement a disaster recovery capability.

12.2 REGULAR DATA RECOVERY

Skagit County will work with the Customer to develop and implement a suitable data recovery and backup plan. Skagit County will assist the Customer in performing routine scheduled backups. Backups shall be performed in compliance with instructions from the Customer.

13 SECURITY AND INTEGRITY

The Skagit County network is protected from the Internet with firewall security to prevent unauthorized access from the Internet. The Customer is responsible for securing their organization's computer resources against all unauthorized access.

Skagit County will assist Customer in securing their private network from unauthorized access.

Skagit County will additionally follow any Customer security policies while performing work on behalf of the Customer. Due to the nature of the work that will be done on behalf of the Customer, Skagit County Information Technology staff will require administrative rights to servers and workstations.

If the Customer determines to disconnect from the Skagit County RIGN they must notify the County immediately. Such action will terminate this agreement.

13.1 AUTHORIZED USE

This agreement is intended for use by the Customer's employees and authorized individuals of the Customer. Skagit County Information Services will follow Customer procedures and policies in establishing account requests. All accounts must be approved by Customer.

13.2 INDIRECT ACCESS

Skagit County will assist Customer to take measures to prevent unauthorized third party indirect access to the Customer's network. Skagit County will assist Customer in identifying security vulnerabilities. Some examples of potential vulnerabilities include gateways, dial-up, or cascaded telnet sessions where the originator is not a Customer authorized user of the RIGN, but whose resultant IP address would appear to the network

as being the Customer's address.

13.3 USER ACCOUNT ACCESS TO SEDRO-WOOLLEY NETWORK

User accounts of the Customer's computer network will be created and terminated per Customer policies.

13.4 FIREWALL MANAGEMENT

Skagit County will work with Customer to operate and maintain a firewall between Customer's network and the Internet.

13.5 REGIONAL INTER-GOVERNMENTAL NETWORK PROTECTION

To protect the RIGN and other entities that may be attached to the RIGN from malicious attacks directly or indirectly originating from within the Customer's private network, it is expected that the Customer will take reasonable measures to protect their computer systems from malicious software. Skagit County will assist Customer in implementing these security measures.

Reasonable measures include, but are not limited to:

- Timely operating systems updates
- Virus detection software on all personal computers, workstations and servers
- Timely and periodic updates to virus detection software
- Firewall technology between Customer's network and any other network that Customer is connected to that they do not directly administer. This includes the Internet.
- Education of Customer employees on safe computing practices
- Policies in place that address software installation, use of software, and malicious activity reporting

14 CUSTOMER FIELD OFFICE ENVIRONMENT

The Customer is responsible for providing an acceptable operating environment for all equipment used for Customer's private network. The Customer is responsible for the security, power quality and cleanliness of the equipment environment. Equipment replacement due to damage resulting from, but not limited to, power surges, water damage, improper handling or extremely high temperatures is the responsibility of the Customer.

15 FIBER OPTIC NETWORK

Customer and County agree to maintain a fiber optic network connection between

Customer and County for the purposes of performing the services defined herein. County requires a fiber optic network in order to perform these services in the most efficient manner.

16 SUPPLEMENT CHANGES

All changes to this Order Supplement shall be mutually agreed upon in writing, in advance of the effective date of the change(s). All such changes shall take precedence over this original Order Supplement.

ACCEPTANCE

Customer hereby acknowledges and accepts the terms and conditions of this Order Supplement.

CUSTOMER:

CITY OF SEDRO-WOOLLEY

SKAGIT COUNTY, WASHINGTON

SHARON D. DILLON, Chair

Approved as to form:

DON MUNKS, Commissioner

City of Sedro-Woolley Attorney

KENNETH A. DAHLSTEDT, Commissioner

Attest:

Approved:

By: _____
(Department Head)

City of Sedro-Woolley Clerk

By: _____
(Budget & Finance Director)

ATTEST:

JoAnne Giesbrecht, Clerk
Board of County Commissioners

By: _____
(Risk Manager)

Approved as to Form Only:

By: _____
Civil Deputy

EXHIBIT A
Public Disclosure Terms and Conditions

Public Disclosure Terms and Conditions

As a public agency, the County is bound by the Public Disclosure and Criminal Records laws as declared in Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws.

Terms for addressing request for public information shall be as provided dependent on whether the information requested is owned by a Washington State Municipality or a Sovereign Nation.

Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and Public Disclosure Act, Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws. Other entities will not disclose data except through specific contracts, court orders or agreements with application and data owners.

Agency and the County agree that all records are owned by the Agency and maintained by the County for the exclusive benefit of the Agency. Nothing in this agreement is intended to create a situation where the County has Agency records in its possession or control for purposes other than maintenance and operation of this agreement. Agency agrees that it is solely responsible for responding to public records requests.

In the event County receives a public records request for Agency information or records covered under this agreement, County will immediately forward such request to Agency. Agency will assume all responsibility for the handling and satisfaction of the forwarded request and agrees to defend, indemnify and save harmless the County, its appointed and elective 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 related to any requests for Agency records covered under this agreement.

EXHIBIT B

Scope of Services for Technology Support

Desktop Support - This shall consist of troubleshooting desktop issues, installing licensed software, and assisting in patch management of applications or operating system.

- Desktop devices are not specifically backed-up to magnetic tape, thus file recovery of desktop devices is not supported.
- Skagit County has expertise only in Hewlett-Packard desktops operating the Microsoft XP or Vista operating system only, other platforms or operating systems are not supported under this agreement.

Server Support - This shall consist of troubleshooting server related problems, monitoring disk, central processing unit and memory resource consumption, installing licensed server software, configuring servers to meet Customer requirements, updating patches as required, setting up a disaster recovery backup, monitoring and repairing backup systems, and administering security policies per Customer requirements.

- Skagit County has expertise only in the Microsoft Windows and HP-UX environments operating on Hewlett-Packard hardware only, other operating systems or hardware platforms are not covered under this agreement.

Network Support - This shall consist of troubleshooting of network related problems, network design and implementation, configuring network equipment, resolving Internet access issues, resolving Inter-Governmental Network issues as required, resolving network access to County, and configuring and support of fiber optic lines. Skagit County has expertise in the Hewlett-Packard and Checkpoint network devices.

- Network support of other forms of network equipment is not within the scope of this service.

Projects Identified for 2008

We estimate that we have about 80 - 150 hours to complete the following three projects.

- Collapse Sedro-Woolley Domains

Skagit County Information Services recommends that the three existing domains operating in Sedro-Woolley be collapsed into one Active Directory forest/domain. This will standardize and simplify account management across the Sedro-Woolley network.

- Grant City Hall duplicate Police Department and Fire accounts access to shares

EXHIBIT B

Scope of Services for Technology Support

and folders on SWPD Server that they need when moved to new domain.

- De-Promote the domain controller "Sandtmp". Upgrade "Sandtmp" to Windows 2000.
 - Move DHCP addressed workstations to the new Sedro-Woolley network switch. Add route so they can locate Exchange System.
 - Move Waste Water user accounts and machine accounts to City Hall domain. This requires 2003 native mode in Active Directory.
 - Upgrade Active Directory to native 2003 mode on Library domain controller.
 - De-Promote the Library Domain Controller and remove the library.cityhall.ci.sedro-woolley.wa.us from the active directory.
 - Collapse the Waste Water domain into City Hall.
 - Move any remaining Granite services like printing, DHCP, DNS, WINS or other services to some other server.
 - De-Promote Granite and move to Sedro-Woolley fiber. Verify any MX record issues.
 - Check to see if we can remove the DSL line that Granite is connected to from service.
- Connection of Sedro-Woolley Library to City Network via fiber optics. Must complete part of the tasks in item 1 above. It is recommended that this project be delayed until the move to the new City Hall is completed.
 - Connect and verify fiber optic connection from library to City hall.
 - Connect Library domain controller to city hall network.
 - Fiber transceivers and patch cables will need to be procured by City. Skagit County will work with City to determine transceiver type. Estimated cost is \$300 - \$1,200 dependent on the functionality of the transceiver.
 - Re-mounting the switch in the library closet. The current switch is not secured well. It needs to be installed so that it will not fall or stretch network wires.
 - Connection of Sedro-Woolley Courts to City Network. It is recommended that this project be under-taken in conjunction with the move to the new City Hall.
 - Work with AOC to develop a network plan to link Sedro-Woolley court computers to AOC through Inter-Governmental Network.
 - Attach Court Computers on to City network when they move to new facility.
 - Address print job network issues from AOC to Court.



Interlocal Service Level Agreement for Electronic Messaging Services between and the City of Sedro-Woolley

1 PARTIES

THIS AGREEMENT is entered into between Skagit County hereinafter "The County", and the City of Sedro-Woolley, hereinafter "Agency". This agreement shall include:

Public Disclosure Terms and Conditions; Exhibit A
Scope of Services for Electronic Messaging Support; Exhibit B
Resolution R20020125, Skagit County Security Policy, Exhibit C
Skagit County Information Technology Security Standards and Guidelines, Exhibit D

2 DEFINITIONS

Electronic Messaging – Those services, such as electronic mail that utilize network connected hardware or software in order to perform a specific function for a user of the service. For the purposes of this agreement, Electronic Messaging includes only that service commonly referred to as Email.

3 SCOPE OF AGREEMENT

Skagit County will provide electronic messaging support services as defined in Exhibit B, Skagit County Services.

4 GENERAL CONDITIONS

4.1 USE OF SOFTWARE

Software provided by Skagit County, in support of Customer technology support will be in accordance with the licensing policies of the software vendor.

Customer and Skagit County agree to comply with vendor software license agreements negotiated by either party for support of Customer operations.

Skagit County agrees to assist Customer in software license compliance by acting as license coordinator for the Customer, but does not assume liability for license non-compliance by Customer.

Skagit County and the Customer agree to promote software sharing and pooling where possible in order to obtain cost-effective solutions.

5 INFORMATION OWNERSHIP AND MANAGEMENT

The Customer shall retain ownership of all data, files, or other electronic information stored on County computer systems. Security access to Customer information shall be in accordance with Customer policies. Except as required to maintain Customer data by Skagit County Information Technology staff, the County shall have no right to inspect, access or processes Customer information without prior consent of Customer.

Customer grants County permission to put Customer data on to secondary devices for the purposes of disaster and/or business recovery or continuity. County agrees that secondary information shall be treated the same as primary information.

Customer further grants permission to County to perform information management functions on Customer information, such as moving information between storage volumes, moving information as directed by Customer,

5.1 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE.

Proprietary information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information created, initiated or received by Customer employees by the Electronic Messaging Services described herein shall be treated as proprietary to and owned by the City of Sedro-Woolley.

All information created, initiated or received by other agency employees, inclusive of Skagit County Employees utilizing the Electronic Messaging Services described herein shall be treated as proprietary to the initiating or receiving agency.

In the event of a Public Disclosure request received by County regarding Customer information, then the terms as defined in Exhibit A, Public Disclosure Terms and Conditions,

hereinafter incorporated by reference, shall apply.

5.2 OTHER THIRD PARTY REQUESTS FOR CUSTOMER INFORMATION

Other requests for Customer data or information will be sent to Customer for appropriate action. Customer may request County staff to assist in addressing such requests. Such assistance is NOT covered under the standard service offering and will be done on a time and materials basis.

5.3 ELECTRONIC MESSAGING DISCOVERY PROCEDURES

In the event that Customer is required to produce electronically stored information as part of a legal proceeding, the following procedure shall be followed:

- 1) Customer shall promptly notify County of the order. As part of this notification, County shall work with Customer to determine which disaster recovery tapes shall be held.
- 2) County shall assist Customer as needed to obtain electronic stored information. Such work will be billed by County as time and materials, including the cost to procure additional tapes to accommodate Customer request if required. Recovery of electronic messaging as part of a discovery process is NOT as part of the service offering of electronic messaging services.
- 3) Customer shall notify County when the discovery process has been completed and the tapes may be destroyed or put back into service.
County has no obligation to provide, manage, or make available tape units capable of reading disaster recovery tapes provided to Customer under this section past the expiration date of this agreement.

5.4 ASSIGNMENT.

The Customer agrees that it shall not assign any right or interest in this Agreement without the written permission of the County. Any attempted assignment by the Customer without written permission by the County, or its authorized agent, shall be wholly void and totally ineffective for all purposes. Furthermore, the Customer and the County agree that neither shall delegate any obligation which it has under this Agreement without the written permission of the other party. Any attempted delegation without written permission shall be wholly void and totally ineffective for all purposes.

5.5 LIMITATION OF LIABILITY.

Services provided by the County to the Customer described herein are provided on an "as is" basis "with all faults".

Customer assumes ALL responsibility and risk for the use of the electronic messaging service and the Internet generally. County disclaims all warranties, representations or endorsements express or implied, with regard to the information accessed from, or via, the electronic messaging service or the Internet, including but not limited to, all implied warranties of merchantability, fitness for a particular purpose, or noninfringement. County does not assume any legal liability for responsibility for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed by the electronic messaging service or other material accessible from the electronic messaging service. In no event shall County be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of performance of the information on the electronic messaging service or the Internet generally.

The obligations of the County and the rights and remedies of the Customer set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of the County and rights, claims and remedies of the Customer against the County express or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and, any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages.

County employs multiple virus detection and eradication techniques; however, no system is fully reliable. Consequently Customer assumes all risk of any loss of data or business loss due to a computer virus sent via the electronic messaging system. It is highly recommended that Customer employ computer virus detection and eradication software on each device that will utilize the County electronic messaging service.

Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

5.6 TERMINATION OF AGREEMENT - EVENTS OF DEFAULT.

This Agreement may be immediately terminated without notice upon an event of default, which events of default include but are not limited to the following:

- a. The County wrongfully uses the data provided by the Customer.
- b. In the event this Agreement is determined to be in conflict with federal or state law, County or City resolutions or ordinances which are in effect at the time of this

- Agreement or may be imposed in the future.
- c. The County sells, gives, leases, or loans access to the screens or the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written approval of the Customer.
 - d. The Customer does not pay County for services rendered under this agreement.

5.7 TERMINATION FOR PUBLIC CONVENIENCE

Either party may terminate the contract in whole or in part whenever either party determines, in its sole discretion that such termination is in its best interests. Whenever the contract is terminated in accordance with this paragraph, the County shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by either party at any time during the term, whether for default or convenience, shall not constitute a breach of contract by either party.

6 SERVICE AGREEMENT PERIOD

This Agreement commences upon execution by signature of both parties and shall terminate on January, 1st 2011. The Customer may terminate this agreement prior to the termination date, with a 90 day written notice. Skagit County may terminate this agreement with a 180 day written notice.

In the event of termination by either party the County agrees to provide all Proprietary Information to Customer with the intent to assist the Customer in reestablishing its own email system.

7 SERVICE PROVISIONING

Requests for new service, changes to existing service, or billing and service agreement changes should be submitted, in writing, to:

Skagit County Information Services
Attention: Michael Almvig, Manager
700 South Second Street, RM 100
Mount Vernon, WA 98273
Phone (360) 336-9465
FAX (360) 336-9490

7.1 CUSTOMER CONTACT

Customer shall provide a contact for Skagit County to address contractual, service, or other needs as they arise.

7.2 HOURS OF SUPPORT

Skagit County will provide support from the Hours of 8:00 AM to 5:00PM Monday through Friday, excluding scheduled County holidays. An after hours message phone number shall be provided to the Customer so that expedient problem resolution may be realized. Problem resolution shall be done during normal business hours unless it has been previously coordinated and approved by the Customer per section 8 of this agreement. Emergency after hours support is a separate service and is covered under a separate agreement.

7.3 AFTER HOURS SUPPORT

After hours support will be for scheduled repairs only and will be billed at Skagit County's overtime rate for employees.

Emergency after hours support services are covered under a separate agreement.

7.4 WORK REQUESTS

Skagit County tracks each unique issue or task in a work request. Each time the Customer calls, e-mails or uses any means to identify an issue or task that needs to be performed, a work request is generated. Skagit County can provide a list of requests for the Customer at any time. The Customer may also call at any time to inquire as to the status of any outstanding requests.

Examples of work requests include but are not limited to:

- Creating an electronic messaging account
- Addressing problems with electronic messaging routing
- Troubleshooting electronic messaging issues

7.5 ENTERPRISE MANAGEMENT OF ELECTRONIC MESSAGING

Customer agrees to accept the electronic messaging standards for operation as determined by the Information Technology Advisory Committee (ITAC). Customer will be notified in advance on

issues that will be reviewed by ITAC that may effect Customer. Customer shall be able to attend and communicate Customer needs at ITAC meetings. Customer may additionally request changes to electronic messaging policies, these changes shall be reviewed by ITAC.

The following global settings are currently set for the County’s Microsoft Exchange Server.

- Electronic Messaging attachments cannot be larger than 10 Megabytes in size. This is the total for each message.
- Dangerous attachment types that can cause code to execute on computers are blocked. Examples are .SCR and .EXE extensions.
- Virus infected electronic messages are blocked.
- The limit in disk space for Exchange stores (the area allowed for each account) is set at 250 Megabytes maximum. The Exchange system will warn a user when 200 Megabytes is hit and block in-coming messages when 225 Megabytes is hit.
- The use of the #ALL list is restricted to Skagit County departmental management only.

8 SERVICE RATES

8.1 RATES FOR SERVICE

Rates for service will be on a time and materials basis. Labor rates may change from year to year and will be available to Customer for review once the operating budget for the next fiscal year is approved by the County.

Skagit County operates many of its services as cost centers. The Customer invoice will be a portion of each cost center that contains a service that the Customer utilizes. Table 6.1-1 lists all of the currently defined cost centers that will be used to calculate the Customer quarterly rate. Rates will be determined by the cost incurred within a quarter times the ratio of the Customer metric to the total number of items within a metric. Metrics will be recalculated during the first month after the quarter has expired (January, April, July, and October).

Cost Center	Cost Center Metric	Allocation Method
Electronic Messaging – Cost to maintain and support electronic mail, instant messaging and SPAM reduction systems.	Accounts	Total cost per quarter divided by ratio of Customer metric to total metric.

Table 8.1-1, Cost Centers used for calculation of Customer chargeback.

Skagit County will provide a “best guess” estimate for budgetary purposes whenever the Customer requests it.

8.2 RATES FOR SUPPORT SERVICES

Support services that are outside the basic electronic messaging scope are done on a time and material basis per the request of the customer. The hourly rate will be based on the current assigned employee salary plus their current benefits. Work charges will be to the closest quarter hour that occurs after work completes. A one hour and ten minute job is charged at one hour and fifteen minutes.

Incidental costs are billed at the actual cost to County.

The County shall provide an estimated cost to Customer for additional support services upon request.

8.3 RATES TO BE REVIEWED ON A YEARLY BASIS

Budgetary estimates for this service offering shall be available for the next business year in July of the year prior.

8.4 CUSTOMER EQUIPMENT COSTS

The Customer shall be totally responsible and liable for all costs incurred in the acquisition of its own equipment, including telephone or data lines and other supplemental equipment and the costs of connecting that equipment with the County's equipment. Where required by the County, the Customer will acquire equipment specified by the County for this computer network access.

Equipment that is resident in County facilities shall be tagged with an inventory tag identifying that equipment as Customer owned, this can be a Customer inventory tag.

9 CUSTOMER RESPONSIBILITIES

Customer shall be responsible to:

- Provide a high speed, DSL or greater, connection to the Internet, or establish a Regional Inter-Governmental Network (RIGN) connection to Skagit County.
- Provide technical support to configure Customer workstations or personal computers per Skagit County published requirements.
- Provide technical support to configure Customer workstations or personal computers to access the Internet.
- Customer shall promptly notify County of all adds, deletes and changes to Customer accounts.

- Customer shall provide to County proof of licensing for all devices that will access the Electronic Messaging Service. Customer should work with the Microsoft software vendor to determine if they are adequately licensed.
- Customer shall work with their Internet Service Provider to set the MX record of their domain to an Internet address provided by Skagit County for the purposes of routing electronic messages. County shall provide Customer and Customer's Internet Service Provider the required information.
- Customers shall ensure that all devices that will access the Electronic Messaging Service are at the software versions required. Currently a minimum of Microsoft Outlook 2003 is required for desktop and laptop devices.
- Customer is responsible for all technical support of Personal Data Assistants or Smartphone devices.
- Customer is responsible for all data that is moved from the County's exchange data store to the Customer's network or other personal devices. Generally these are .PST files.
- Customer is responsible for compliance to all public disclosure and records retention laws or requirements.

10 BILLING GUIDELINES

10.1 CALCULATIONS FOR BILLING

Billing shall be on a quarterly basis based on actual expenditures for the previous quarter. Total cost will be calculated as follows:

Total Cost to Customer = CCC * CM/TM

Where;

CCC = Total Cost Center Cost for equipment, software, maintenance or staff in Quarter

CM = Customer Metric Amount

TM = Total number of units in a Metric

11 NETWORK SERVICES

11.1 NETWORK SERVICES AVAILABILITY

Skagit County will do its best to maintain network services and systems with the highest degree of availability possible.

There are times where equipment must be removed for maintenance. Skagit County will work with the Customer to schedule maintenance down time whenever possible.

Network outages caused by outside vendors, weather, or other reasons beyond the control of Skagit County are unknown, and may influence network performance.

11.2 NETWORK SERVICES MAINTENANCE

The Customer and Skagit County networks will be available as set forth in Section 7 with the following exceptions:

11.2.1 SCHEDULED MAINTENANCE

Skagit County Information Services reserves the right to schedule preventative maintenance for all network services covered under this agreement. Skagit County Information Services employees will work with Customer to schedule preventative maintenance. When possible, preventive maintenance will be scheduled a minimum two weeks in advance. The Customer will have three (3) business days after getting notification of scheduled maintenance to inform the County if the scheduled maintenance will cause an undue burden on the Customer. County and Customer will discuss the issue and work to resolve a mutually agreeable time to conduct the maintenance if the maintenance can be delayed

Scheduled maintenance may result in loss of network services to the Customer for a period of time.

11.2.2 SOFTWARE AND HARDWARE UPGRADES

Software and Hardware upgrades differ from normally scheduled maintenance, in that network services will be unavailable for the duration of the upgrade. It is conceivable that an upgrade may take a couple of days. If possible, the Customer will be informed a month prior to the scheduled upgrade time. Skagit County will make every reasonable attempt to schedule the upgrade to minimize impacts to Customer.

11.2.3 EMERGENCY MAINTENANCE

Emergency maintenance will be coordinated with the Customer whenever possible.

12 NETWORK SERVICES SUPPORT COVERAGE

12.1 SKAGIT COUNTY HELP DESK COVERAGE

The Skagit County help desk is staffed approximately 8 hours per day, five days a week. Support hours are from 8:00 AM - 5:00 PM.

Skagit County shall provide a phone number to access helpdesk personnel. Helpdesk personal will answer or monitor this phone during Helpdesk hours of operation. This phone shall additionally have voice mail installed, so that messages of problems or issues can be left after hours.

The phone number is:

(360) 419 - 3338

Guaranteed availability of the Help Desk personnel is not possible due to staffing constraints. The help desk will log computer and network problems and dispatch problems to the responsible engineer. If the help desk technician is away from the phone for any reason, the caller will be asked to leave a voice mail message. The help desk will return the call as soon as possible.

If a call for service is made after hours the Helpdesk and support staff will log and start problem resolution on the next business day after the call is received. Emergency after hours support is covered under a separate agreement.

The Customer may also send electronic mail to us regarding problems at **HELPDESK@CO.SKAGIT.WA.US**. This address is monitored during business hours (8:30 AM - 4:30 PM) Monday through Friday, excluding holidays.

The Customer is responsible for providing a current contact list to Skagit County Information Services.

13 CONFIGURATION MANAGEMENT

All configuration changes to network services or Customer systems will be made by Skagit County Information Services in coordination with the Customer. The Customer will provide Skagit County Information Services with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the current network.

14 DATA RECOVERY

14.1 DISASTER RECOVERY

Skagit County will work with Customer to develop and implement a disaster recovery capability.

14.2 REGULAR DATA RECOVERY

Skagit County will work with the Customer to develop and implement a suitable data recovery and backup plan. Skagit County will assist the Customer in performing routine scheduled backups. Backups shall be performed in compliance with instructions from the Customer.

15 SECURITY AND INTEGRITY

The Skagit County network is protected from the Internet with firewall security to prevent unauthorized access from the Internet.

Skagit County will additionally follow any Customer security policies while performing work on behalf of the Customer. Due to the nature of the work that will be done on behalf of the Customer, Skagit County Information Technology staff will require administrative rights information owned by the City of Sedro-Woolley that is resident on County operated servers.

15.1 SECURITY POLICIES, STANDARDS AND GUIDELINES

Customer agrees to abide by Skagit County security policies, standards and applicable guidelines that pertain to the Skagit County Network. Security policies, standards and guidelines are governed by Skagit County Resolution R20020125, which is provided in Exhibit C, and herein incorporated by reference.

Further, Customer also agrees to abide by Skagit County Information Technology Security Standards and Guidelines and future revisions, where applicable, attached as exhibit D, and hereinafter, incorporated by reference.

Customer may participate in the development of policies, standards and guidelines related to information technology through the Information Technology Advisory Committee.

15.2 AUTHORIZED USE

This agreement is intended for use by the Customer's employees and authorized agents of the Customer. Skagit County Information Services will follow Customer procedures and policies in establishing account requests. All accounts must be approved by Customer.

Customer may request that Skagit County establish electronic messaging accounts for volunteers and contractors. These accounts will be treated as employee accounts of Customer. Skagit County advises Customer to review policies relating to access to Internet and Customer specific information in regards to volunteers or contractors.

Skagit County shall assume no liability for the actions, inappropriate access, spam messages, or any other Internet based information exchange between a third party and the volunteer or contractor.

15.3 INDIRECT ACCESS

Skagit County will take measures to prevent unauthorized third party indirect access to the Customer's electronic information resident on County servers. Skagit County will assist Customer in identifying security vulnerabilities. Some examples of potential vulnerabilities include gateways, dial-up, or cascaded telnet sessions where the originator is not a Customer authorized user of Skagit County's network, but whose resultant IP address would appear to the network as being the Customer's address.

15.4 USER ACCOUNT ACCESS TO SKAGIT COUNTY NETWORK

Electronic Messaging Accounts will be created per Customer policies if possible. Where conflict occurs, County will work with Customer to mitigate issues. If no policies exist, then the County shall use the Skagit County Security Standards and Guidelines.

15.5 PASSWORD POLICY

Customer employees, volunteers, agents, and contractors will be given a user account and a password to that account. This combination grants the individual access to Skagit County's enterprise network. Customer agrees that all passwords to accounts shall not be disclosed to any party other than the intended recipient. Customer further agrees that passwords shall NOT be shared by employees, contractors, and volunteers under the Customer's oversight.

15.6 FIREWALL MANAGEMENT

Skagit County will operate and maintain firewalls between the Internet and Customer electronic information.

15.7 REGIONAL INTER-GOVERNMENTAL NETWORK PROTECTION

To protect Skagit County and other entities that may be attached to the Skagit County Network from malicious attacks directly or indirectly originating from within the Customer's private network, it is expected that the Customer will take reasonable measures to protect their computer systems from malicious software. Skagit County will assist Customer in implementing these security measures.

Reasonable measures include, but are not limited to:

- Timely operating systems updates
- Virus detection software on all personal computers, workstations and servers
- Timely and periodic updates to virus detection software
- Firewall technology between Customer's network and any other network that Customer is connected to that they do not directly administer. This includes the Internet.
- Education of Customer employees on safe computing practices
- Policies in place that address software installation, use of software, and malicious activity reporting

County is under no obligation to monitor the information residing on or transmitted via the electronic messaging service or residing on exchange data stores. However, use by Customer of the electronic messaging service means Customer agrees that County may monitor the server contents periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the electronic messaging service properly or to protect itself and its users. County reserves the right to modify, reject or eliminate any information residing on or transmitted to its Exchange server that it, in its sole discretion, believes is unacceptable or in violation of these terms and conditions. Customer will be notified to assist in corrective action if unacceptable materials are found to exist.

16 SUPPLEMENT CHANGES

All changes to this Order Supplement shall be mutually agreed upon in writing, in advance of the effective date of the change(s). All such changes shall take precedence over this original Order Supplement.

ACCEPTANCE

Customer hereby acknowledges and accepts the terms and conditions of this Order Supplement.

CUSTOMER:

SKAGIT COUNTY, WASHINGTON

SHARON D. DILLON, Chair

Approved as to form:

DON MUNKS, Commissioner

KENNETH A. DAHLSTEDT, Commissioner

Attest:

Approved:

By: _____
(Department Head)

By: _____
(Budget & Finance Director)

ATTEST:

JoAnne Giesbrecht, Clerk
Board of County Commissioners

By: _____
(Risk Manager)

Approved as to Form Only:

By: _____
Civil Deputy

EXHIBIT A
Public Disclosure Terms and Conditions

Public Disclosure Terms and Conditions

As a public agency, the County is bound by the Public Disclosure and Criminal Records laws as declared in Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws.

Terms for addressing request for public information shall be as provided dependent on whether the information requested is owned by a Washington State Municipality or a Sovereign Nation.

Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and Public Disclosure Act, Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws. Other entities will not disclose data except through specific contracts, court orders or agreements with application and data owners.

Agency and the County agree that all records are owned by the Agency and maintained by the County for the exclusive benefit of the Agency. Nothing in this agreement is intended to create a situation where the County has Agency records in its possession or control for purposes other than maintenance and operation of this agreement. Agency agrees that it is solely responsible for responding to public records requests.

In the event County receives a public records request for Agency information or records covered under this agreement, County will immediately forward such request to Agency. Agency will assume all responsibility for the handling and satisfaction of the forwarded request and agrees to defend, indemnify and save harmless the County, its appointed and elective 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 related to any requests for Agency records covered under this agreement.

EXHIBIT B

Scope of Services for Electronic Messaging Support

County The Electronic Messaging Service shall consist of the following:

- 1) County shall provide Microsoft Exchange server capabilities to Customer. County shall manage, support, troubleshoot and repair Microsoft Exchange Server. County shall be responsible for all server based licenses required to operate the Electronic Messaging Service.
- 2) County shall provide Outlook Web Access for Customer employees to access the Microsoft Exchange Server via the Internet. The Customer shall be responsible for an Internet connection to access this capability.
- 3) County shall backup the Electronic Mail store that is resident in the Exchange server. Electronic mail that is moved to non-county locations, such as the hard drive of Customer's workstation or personal computer is not backed up by Skagit County and becomes the responsibility of the Customer to manage.
- 4) County shall operate and maintain Spam and Virus filtering on electronic mail messages.
- 5) County shall operate and maintain a connection to the Internet for the purposes of providing the Electronic Messaging Services on the Internet. Customer must have an Internet capability to access electronic messages using Outlook Web Access.
- 6) County shall operate and maintain the Regional Inter-Governmental Network for organizations wishing to connect to County through this means. This network is established through a separate Service Level Agreement.
- 7) County supply and support all hardware and software required to operate the electronic messaging service, exclusive of Internet or Customer devices or software outside of County's direct control. County is not responsible for any equipment, software or network device outside of it direct influence, unless other contractual agreements exist between County and Customer.

Electronic Messaging Service Features

- Access to Electronic Mail via a web page
- Backup of all Exchange electronic mail. Electronic mail moved to Customer's personal computer or organization network is not backed up and retained by Skagit County.
- Microsoft Exchanges features such as calendars and scheduling.
- Spam filtering.
- Multiple Virus filters for inbound electronic messages.
- Ability to get electronic mail on wireless phones compliant with Microsoft Active Sync.

EXHIBIT C
Skagit County Security Policy

EXHIBIT D

Skagit County Information Technology Security Standards and Guidelines



City of Sedro-Woolley Fire Department

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

(360) 855-2252 • Fax (360) 855-0196

DATE: December 4, 2007
TO: Mayor Anderson and City Council
FROM: Dean Klinger, Chief ~~934~~
RE: Award of Swissphone Pager Bids

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2007

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

Situation:

In October we went to bid for 39 Swissphone receivers / pagers for the Fire Department. I have attached the bid opening sheet for your review. Action Communications of Everett was the lowest bidder.

The City will be using the FEMA Grant we were awarded to purchase these pagers.

Recommended Action:

We request that the City Council recognize Action Communications at the low bidder and allow the City to purchase the Swissphone receivers / pagers from them.



City of Sedro-Woolley Fire Department

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

(360) 855-2252 • Fax (360) 855-0196

Specification Title: Sedro-Woolley Fire Department Swissphone Pagers

Bid Number: 2-07

Opening Date: October 3, 2007

Opening Time: 1400 hours

Bids Opened By: City Supervisor, Eron Berg & Chief Dean Klinger

Bids Received From:	Rec'd Check, Bid Bond, Money Order	Amount of Bid to Include Sales Tax	Addenda Acknowledged
Action Communications, Inc	N/A	\$18,793.85	N/A
Holzberg Communications, Inc	N/A	* \$19,754.28	N/A
Patriot Sales	N/A	\$ 20,638.35	N/A
Wiztronics, Inc	N/A	\$20,558.06	N/A
	N/A		N/A
	N/A		N/A

* Holzberg Comm. Bid did not include sales tax, tax amount added by city supervisor at Opening.

Apparent Low Bidder: Action **Amount:** \$18,793.85

Bid Opening Certified By:

Original signed
Eron Berg, City Supervisor

Original signed
Dean Klinger, Fire Chief

DEC 12 2007

RESOLUTION NO.

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

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

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

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

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

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

VEHICLES:

<u>VIN</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Mileage</u>
1FDNF60H6FVA12092	1974	GMC	5yd dump	104,153
1B7FD14HXH5439663	1987	Dodge	½ ton p/u	73,142

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this 12th day of December, 2007.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Clerk/Treasurer

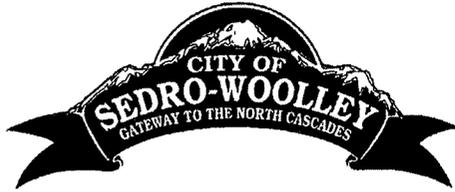
Approved as to form:

Eron Berg, City Attorney

SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

UNFINISHED BUSINESS



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2007

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

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: City Hall Update
DATE: December 12, 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: No action requested tonight.

PENDING ISSUES:

1. PSE pole at entrance to building: work is progressing and the pole should be gone soon.
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. I am working with two vendor at the moment (both on the KCDA contract) and will select one vendor to provide a line of furniture. More information will be forthcoming for you on this in the near future.
4. Telecommunications. NIS has prepared an RFP for a new telephone system; the timeline is attached. We are a little behind the timeline, but hope to have the contract recommendation to you in mid-January.

REQUEST FOR ACTION: None tonight

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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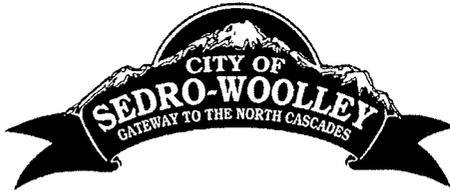
9-19-2007	19	Addition of mail room casework for police	voided
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n/a	22	Addition of cash drawers for clerks counters	pending
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10-28-2007	27	Stucco and brick revision at courtyard	voided
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n/a	28	Relocation of 911 phone to exterior of addition	deleted
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RECOMMENDATIONS: None



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2007

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

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. _____
Mark A. Freiberger, PE
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: SR20/F&S Grade Road/Skagit Industrial Park Intersection Improvements
DATE: December 5, 2007 (for Council review December 12, 2007)

Here is an update on the SR20/F&S Grade Road/Skagit Industrial Park Intersection Improvements Project.

Eron and I met with WSDOT Northwestern Region representatives on November 29, 2007 and provided additional intersection traffic data as requested. WSDOT staff was to use this data to verify the appropriateness of use of roundabouts for the project. In addition, we discussed WSDOT acting as the Certifying Agency (CA) for the project, and this appears to be a favorable alternative. Actual contract administration would be by the City.

On December 3, 2007 we received written notice from WSDOT Highways & Local Programs that the scope change request to allow use of roundabouts in lieu of signalized intersections has been approved.

We are now ready to select a consultant and begin the actual design. The first step will be consultant selection in accordance with Federal Highways guidelines.

After consultant selection, an Intersection Report that will state design criteria and present preliminary design layout for the intersections will be prepared by the consultant.

Following approval of the Intersection Report, full design will proceed.

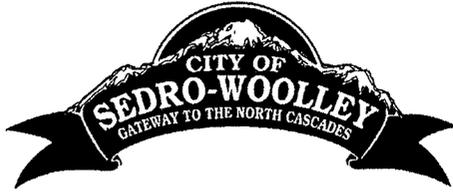
Eron has also applied for an additional \$500,000 from Skagit County EDC to fully fund the project. Selection for the EDC funds will be announced in January 2008.

I have also made contact with CTED to verify that the REV funds currently required to be used in 2007 will be available for a 2008/2009 construction cycle. The total REV fund award is \$363,300.

At this point, the schedule is dependent on approval of the Intersection Report. Consultant selection will take approximately one month, if federal guidelines are followed. If we elect to use local funds, we could possibly proceed without additional selection should we continue to utilize David Evans Associates for the design work (DEA provided the design work for the signalized alternative and the preliminary roundabout layout). I estimate that it will require 2-3 months for the intersection report, and another 2-3 months for full design. This would place advertisement for bids sometime in the summer of 2008, with a construction start in August or September 2008 at the earliest. Permitting and Right of Way Acquisition would need to run parallel with design to make this possible.

Respectfully submitted,

Mark A. Freiberger, PE
Director of Public Works/City Engineer



**CITY COUNCIL AGENDA
REGULAR MEETING**

DEC 12 2007

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

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: Upcoming Events
DATE: December 12, 2007

Please remember to bring your calendars to the meeting on Wednesday so we can schedule some time in July 2008 for a Council retreat. We are tentatively looking for a Saturday; if that does not work we could try for an afternoon/evening during the week.

Also, here are a few items for your calendars:

- (1) December 18, 2007 at 7:00 P.M. Christmas party with department heads and exempt staff at Sharon Dillon's home;
- (2) December 21, 2007 at 12:00 Noon is the City's annual safety meeting at the Sedro-Woolley Community Center;
- (3) January 2, 2008 at 7:00 P.M. is the City Council worksession at the Sedro-Woolley Community Center.
- (4) January 30, 2008 at 6:00 P.M. to 8:00 P.M. is the McGarigle/Fruitdale project open house tentatively scheduled at Evergreen Elementary School.

NEW BUSINESS

DEC 12 2007

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

Memorandum

To: Mayor Anderson and City Council

From: Patsy Nelson 

Date: 12/6/2007

Re: 2007 Budget Amendment #5

Issue: Should the Council adopt the attached ordinance which amends the 2007 budget?

Background information: The proposed changes to the 2007 Budget and explanations are detailed below:

	<u>Revenue</u>	<u>Expenditures</u>
<u>General Fund</u>		
<i>(Increase in prosecuting attorney fee per contract, additional civil service costs due to unanticipated openings, FEMA grant for radios & pagers, Life Safety Region 3 grant for fire prevention, use of impact fees for thermal imager camera, sale of quick attack vehicle to public lands, increased engineering services incurred)</i>		
001.000.012.512.50.41.15 Prosecuting Attorney		6,000
001.000.016.521.20.41.00 Professional Services- CS		3,000
001.000.000.331.16.70.00 FEMA Grant	70,000	
001.000.000.397.22.00.00 Transfer In - Impact Fees	12,000	
001.000.000.395.10.00.00 Sale of Fixed Assets	18,000	
001.000.000.338.22.01.00 Fire Safety	1,300	
001.000.022.522.20.31.00 Supplies		1,300
001.000.022.596.22.64.00 Machinery & Equip		100,000
001.000.020.532.20.41.00 Professional Services		71,000
001.000.000.038.00.00.00 Beginning Cash	74,000	
001.000.000.338.22.01.00 Transfer from Fund 204	6,000	
<u>Library Fund</u>		
<i>(Skagit County Grant for books)</i>		
105.000.000.338.72.00.00 Intergovernmental Services	7,073	
105.000.072.596.72.64.00 Books & Periodicals		7,073

Cumulative Reserve Parks Fund

(Return funds which were used for cash flow during HHS project to Impact Fee Fund)

107.000.000.308.00.00.00 Beginning Cash	10,000	
107.000.099.508.00.00.00 Ending Cash	3,000	
107.000.000.587.00.00.00 Transfer to 311		13,000

LID 1991-1 Debt Service Fund

(Close fund as final payment received)

204.000.082.597.35.00.00 Transfer to General Fund		20,000
204.000.099.508.00.00.00 Ending Cash	17,791	
204.000.000.308.00.00.00 Beginning Cash	2,209	

Reserve Current Expense Fund

(Transfer to City Hall Construction Fund for cash flow, no change to budget as moving from one expenditure line item to another)

302.000.099.508.00.00.00 Ending Cash	591,000	
302.000.000.597.10.00.00 Transfer to Fund 331		591,000

Impact Fees – Fire

(Transfer funds for thermal imager camera, no change to budget as moving from one expenditure line item to another)

312.000.099.508.00.00.00 Ending Cash	12,000	
312.000.000.597.22.00.00 Transfer to general fund		12,000

Stormwater Fund

(To set up revenues and expenditures for the new fund)

425.000.000.343.70.00.00 Service Revenue	65,000	
425.000.039.539.80.31.00 Operating Supplies		8,000
425.000.039.539.80.48.00 Repairs & Maintenance		18,000
425.000.099.508.00.00.00 Ending Cash		39,000

Recommendation: Approve Ordinance # -07, an Ordinance amending Ordinance No. 1560-06 entitled, “An Ordinance adopting the Annual Budget for the City of Sedro-Woolley for the fiscal year ending December 31, 2007.”

ORDINANCE NO. -07

AN ORDINANCE AMENDING ORDINANCE 1560-06 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2007.

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the 2007 Budget.

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

Section 1. The 2007 Budget, adopted by Ordinance No. 1560-06, and passed by the City Council on November 21, 2006 and is hereby amended as set forth in this Ordinance.

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 2007 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2007 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	5,325,824
104 ARTERIAL STREET FUND	1,955,296
105 LIBRARY FUND	308,332
106 CEMETERY ENDOWMENT FUND	120,796
107 CUM RESERVE FOR CITY PARKS FUND	62,476
108 STADIUM FUND	27,022
109 SPECIAL INVESTIGATIONS FUND	5,011
110 PUBLIC LANDS FUND	1,893,138
113 PATHS AND TRAILS FUND	37,537
204 LID 1991-1 DEBT SERVICE FUND	20,000
230 G/O BOND REDEMPTION FUND	260,268
302 CUM RES FOR C/E CAP OUT FUND	1,872,699
310 MITIGATION RES FOR POLICE FUND	94,659
311 MITIGATION RES FOR PARKS FUND	287,793
312 MITIGATION RES FOR FIRE FUND	152,611
331 CITY HALL CONSTRUCTION FUND	3,800,000
332 PWTF SEWER CONSTRUCTION FUND	4,843,692
401 SEWER FUND	3,511,186
407 98 SEWER REV BOND FUND	681,311
410 CUM RES FOR SEWER FACILITES FUND	5,475,897
411 98 SEWER REV BOND RESERVE FUND	519,239
412 SOLID WASTE FUND	1,632,336
425 STORMWATER OPERATING FUND	65,000
501 EQUIPMENT REPLACEMENT FUND	985,342
TOTAL ALL FUNDS	33,937,465

Section 3. 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 12th DAY OF DECEMBER, 2007

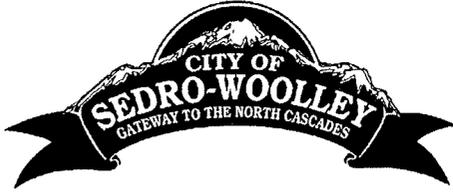
Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Clerk-Treasurer

City Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2007

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

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

Mark A. Freiberger, PE
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Bid Award
Phase 2 SR20 Sewer Improvements Project**

DATE: December 4, 2007 (for Council action December 12, 2007)

ISSUE:

Shall council move to relieve Trico Contracting Inc. of Burlington, WA of the responsibility to accept contract award and return the bid guarantee without penalty?

Shall council move to award the Phase 2 SR20 Sewer System Improvements Project to Strider Construction Inc. of Bellingham, WA. in the amount of \$2,050,023.60 (including sales tax)?

BACKGROUND:

On November 29, 2007, bids closed for the Phase 2 SR20 Sewer System Improvements Project. Eleven bids were received for the project. The Bid Tabulation prepared by the Engineering Department is attached.

DISCUSSION:

The apparent low bid from Trico Contracting, Inc. of Burlington, WA at \$1,748,592.36 (including sales tax) is 39.6% under the Engineer's Estimate for the work. The second bid from Strider Construction Inc. of Bellingham, WA was 29.2% under the Engineer's Estimate. Of the eleven bids received, nine were under the Engineer's Estimate.

Trico Contracting has submitted an affidavit declaring that they made a substantial error in their bid, and requesting to be relieved of the responsibility to accept the contract. They have also requested that their bid bond be returned without forfeiture. These documents and my analysis of the request are attached. I find that a substantial error has been documented and that the affidavit is in conformance with the WSDOT Standard Specifications provisions allowing relief of responsibility. I recommend that the request be granted.

With release of the Trico bid, the apparent low bidder becomes Strider Construction Inc. of Bellingham, WA. with a bid of \$2,050,023.60 (including sales tax), which is 29.2% under the Engineer's Estimate. The Strider bid is within 10% on the next two bids. I have checked the bid and find it to be complete. I have also checked the references for

Strider and the proposed superintendent for this project. The references were for projects of similar scope and magnitude. Generally the comments were positive and reflect a professionally run construction company with proven capacity to perform on projects of this magnitude.

FINANCIAL:

Funds for this project are budgeted from the PWTF Sewer Construction Fund, Account No. 332-000-082-596-35-63-01 Construction – SR20 Line, totaling \$2,900,000. These funds are a combination of PWTF Construction Loan funds (85%) and Account 410 Sewer funds (15% local match). Here is a summary of revenue and estimated costs for the project.

REVENUE

PWTF Sewer Construction Fund \$2,900,000.00

ESTIMATED EXPENDITURES - CONSTRUCTION COSTS

Construction Contract, Strider \$2,050,023.60

Contingency, 10% \$ 205,000.00

Construction Engineering, Budget 12% \$ 246,000.00

Total, rounded \$2,501,000.00

Net available for other projects \$ 399,000.00

CONCLUSION:

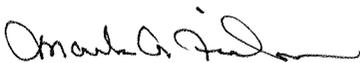
It is Staff's recommendation that Council award the Phase 2 SR20 Sewer System Improvements Project to Strider Construction Inc. of Bellingham, WA. in the amount of \$2,050,023.60.

MOTION(S):

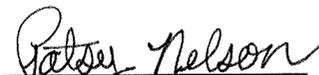
Move to relieve Trico Contracting Inc. of Burlington, WA of the responsibility to accept contract award and return the bid guarantee without penalty.

Move to award the Phase 2 SR20 Sewer System Improvements Project to Strider Construction Inc. of Bellingham, WA. in the amount of \$2,050,023.60.

Review & concur



Mark A. Freiberg, PE
Director of Public Works/City Engineer



Patsy Nelson, CPA
City Clerk/City Treasurer

November 30, 2007

Mark Freiberger, City Engineer
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

*Rec'd 11/30/07
4 PM*

RE: Declaration of Bidding Error
Phase 2 SR 20 Sewer System Improvements

Dear Mr. Freiberger:

Pursuant to Section 1-03.1 of the WSDOT Standard Specification, TRICO Contracting, Inc. declares it has made a substantial error in its bid proposal of November 29, 2007.

We hereby submit a bidding software report indicating the error and certify that this represents the basis of our proposal and the error made at time of bidding.

Explanation of the error: Dewatering costs for the project were calculated and then entered in appropriate bid items as a "plug" or a plugged price. The attached report shows cost components of each bid item. In Item 1 there are two plugs, dewatering plan and yard. When plugs are entered on a lump sum basis and the item unit is lump sum the total cost is automatically updated when the plug is made. In our Bid2Win software if a lump sum plug is made in an item in which the unit is not lump sum, then a quantity must be entered or a total cost is not updated.

This is the case in Item 17 of our proposal. I entered a lump sum plug of \$185,000 for dewatering. The bid item unit is LF. I inadvertently did not enter a separate quantity in the frenzy of last minute bidding. Our total cost was not updated and the error amounts to approximately \$200,000 after mark-up.

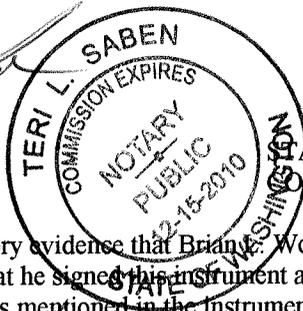
TRICO Contracting, Inc. requests that the CITY relieve TRICO of the responsibility to accept the contract award and that the bid guaranty be returned without forfeiture.

I, Brian Wolfe, President of TRICO Contracting, Inc., declare under the penalty of perjury that the above facts are true and the accompanying bid report is accurate and reflects the costs and prices used to calculate our bid.

Sincerely,

TRICO Contracting, Inc.

Brian L. Wolfe
President



STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Brian L. Wolfe is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington

11-30-07
Date

My appointment expires: 12-15-10

TRICO Contracting

P.O. Box 409
Burlington, WA 98233
USA

Phone: (360) 757-2373
Fax: (360) 757-3963

Cost Detail With Pricing

Project Name: SW PHASE 2 SR 20 SEWER SYSTEM IMPROVEMENTS	Customer: CITY OF SEDRO WOOLLEY
Job Number:	Billing Address: SEDRO WOOLLEY, WA
Bid As:	Phone:
Estimator:	Contact:
Project Address:	
Completion Date:	

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
01 1 - MOBILIZATION	1.00	LS	\$84,443.59	\$84,443.59	\$150,000.00	\$150,000.00	74.73%
🚛 _50 - Move In/Out Crew (0.10 LS/DY, 10.00 DY)	1.00	LS	\$7,821.40	\$7,821.40			
🚛 Dump Truck - 10 YD	80.00	HR	\$32.43	\$2,594.40			
🚛 Equipment Trailer - 25 Ton	80.00	HR	\$10.00	\$800.00			
🚛 CL 1 W/Trailer-Lowboy	80.00	HR	\$55.34	\$4,427.00			
🚛 _53 - Field Superintendent Crew (0.01 LS/DY, 100.00 DY)	1.00	LS	\$51,838.38	\$51,838.38			
🚛 Pickup - 3/4 Ton	800.00	HR	\$8.00	\$6,400.00			
🚛 Super - Holmgren	800.00	HR	\$56.80	\$45,438.38			
🚛 _54 - Field Office (0.01 LS/DY, 100.00 DY)	1.00	LS	\$3,840.00	\$3,840.00			
🚛 40' Tool Van	800.00	HR	\$1.00	\$800.00			
🚛 Field Office	800.00	HR	\$1.75	\$1,400.00			
🚛 Job Shack	800.00	HR	\$1.50	\$1,200.00			
🚛 Rental SAN-A-CAN	800.00	HR	\$0.55	\$440.00			
🚛 DEWATERING PLAN	1.00	LS	\$10,000.00	\$10,000.00			
🚛 YARD	1.00	LS	\$3,000.00	\$3,000.00			
🚛 900010 - Cleanup Crew (0.20 LS/DY, 5.00 DY)	1.00	LS	\$7,943.82	\$7,943.82			
🚛 1 Ton Flatbed	40.00	HR	\$10.00	\$400.00			
🚛 Backhoe - 580	40.00	HR	\$23.00	\$920.00			
🚛 Dump Truck - 05 YD	40.00	HR	\$18.00	\$720.00			
🚛 GRP 4 - Pipelayer	40.00	HR	\$43.45	\$1,737.81			
🚛 OP - GRP 2 - 60 HP Excavator [2]	40.00	HR	\$52.08	\$4,166.00			
02 2 - TEMP. TRAFFIC CONTROL	1.00	LS	\$13,330.72	\$13,330.72	\$15,000.00	\$15,000.00	10.66%
🚛 GRP 2 - Flagger	315.00	HR	\$38.51	\$12,130.72			
🚛 Signs	1.00	LS	\$1,200.00	\$1,200.00			
03 3 - TESC	1.00	LS	\$17,125.00	\$17,125.00	\$17,000.00	\$17,000.00	-2.37%
🚛 SILT FENCE	3,250.00	LF	\$3.50	\$11,375.00			
🚛 MISC	1.00	LS	\$2,000.00	\$2,000.00			
🚛 ORANGE FENCE	2,500.00	LF	\$1.50	\$3,750.00			
04 4 - CONSTRUCTION SURVEYING	1.00	LS	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	18.02%
🚛 SUB-SURVEYING	1.00	LS	\$10,000.00	\$10,000.00			
05 5 - CLEARING AND GRUBBING	1.00	LS	\$13,899.11	\$13,899.11	\$15,000.00	\$15,000.00	6.14%
🚛 225100 - 225 Utility Crew (0.33 LS/DY, 3.00 DY)	1.00	LS	\$9,899.11	\$9,899.11			
🚛 1 Ton Flatbed	24.00	HR	\$10.00	\$240.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 5 - CLEARING AND GRUBBING continued)</i>							
B2A Level	24.00	HR	\$0.35	\$8.40			
Backhoe - 580	24.00	HR	\$23.00	\$552.00			
Bedding Box	24.00	HR	\$4.00	\$96.00			
Compactor For 580	24.00	HR	\$5.00	\$120.00			
DialGrade Laser	24.00	HR	\$2.00	\$48.00			
Excavator - CAT 225, HIT 220	24.00	HR	\$57.75	\$1,386.00			
Loader - Wheel 930	24.00	HR	\$40.00	\$960.00			
Manhole Box	24.00	HR	\$8.00	\$192.00			
Trench Box	24.00	HR	\$8.00	\$192.00			
GRP 4 - Pipelayer	24.00	HR	\$43.45	\$1,042.69			
OP - GRP 2 - 60 HP Excavator [3]	24.00	HR	\$52.08	\$3,749.40			
Superintendent - Johnson	24.00	HR	\$54.69	\$1,312.62			
Grinding	1.00	LS	\$2,000.00	\$2,000.00			
Rental - 10 YD Truck - Pup	16.00	HR	\$125.00	\$2,000.00			
6 - PAVEMENT REMOVAL	1.00	LS	\$4,318.90	\$4,318.90	\$5,000.00	\$5,000.00	13.86%
Rental - 10 YD Truck - Pup	8.00	HR	\$125.00	\$1,000.00			
120200 - 120 Water Crew (1.00 LS/DY, 1.00 DY)	1.00	LS	\$3,018.90	\$3,018.90			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
Backhoe - 580	8.00	HR	\$23.00	\$184.00			
Compactor For 580	8.00	HR	\$5.00	\$40.00			
Excavator - CAT 312, HIT 120	8.00	HR	\$40.00	\$320.00			
Loader - Volvo L90C	8.00	HR	\$45.00	\$360.00			
GRP 4 - Pipelayer	8.00	HR	\$43.45	\$347.56			
OP - GRP 2 - 60 HP Excavator [3]	8.00	HR	\$52.08	\$1,249.80			
Superintendent - Johnson	8.00	HR	\$54.69	\$437.54			
200102 Asphalt Dump Fee	50.00	CY	\$6.00	\$300.00			
7 - ABANDON EXISTING SEWERS	4,210.00	LF	\$4.34	\$18,286.25	\$5.00	\$21,050.00	13.21%
VAC TRUCK	4,210.00	LF	\$2.00	\$8,420.00			
500002 - 2 Man Manhole Crew (2,105.00 LF/DY, 2.00 DY)	4,210.00	LF	\$0.37	\$1,566.25			
1 Ton Flatbed	16.00	HR	\$10.00	\$160.00			
Blower	16.00	HR	\$1.00	\$16.00			
GRP 4 - Pipelayer [2]	16.00	HR	\$43.45	\$1,390.25			
MUD	1.00	LS	\$500.00	\$500.00			
CDF PUMP & MUD	1.00	LS	\$7,800.00	\$7,800.00			
8 - ABANDON EXISTING MANHOLES	10.00	EACH	\$691.11	\$6,911.13	\$700.00	\$7,000.00	-0.39%
200103 Concrete Dump Fee	100.00	CY	\$6.00	\$600.00			
300040 Pea Gravel	150.00	TON	\$10.25	\$1,537.50			
120200 - 120 Water Crew (8.00 EACH/DY, 1.25 DY)	10.00	EACH	\$377.36	\$3,773.63			
1 Ton Flatbed	10.00	HR	\$10.00	\$100.00			
Backhoe - 580	10.00	HR	\$23.00	\$230.00			
Compactor For 580	10.00	HR	\$5.00	\$50.00			
Excavator - CAT 312, HIT 120	10.00	HR	\$40.00	\$400.00			
Loader - Volvo L90C	10.00	HR	\$45.00	\$450.00			
GRP 4 - Pipelayer	10.00	HR	\$43.45	\$434.45			
OP - GRP 2 - 60 HP Excavator [3]	10.00	HR	\$52.08	\$1,562.25			
Superintendent - Johnson	10.00	HR	\$54.69	\$546.92			
Rental - 10 YD Truck - Pup	8.00	HR	\$125.00	\$1,000.00			
9 - ABANDON GW OBSERVATION WELLS	6.00	EACH	\$500.00	\$3,000.00	\$500.00	\$3,000.00	-1.65%
PLUG	6.00	EACH	\$500.00	\$3,000.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
10 - TRENCH FOUNDATION STABILIZATION	200.00	CY	\$58.00	\$11,599.70	\$50.00	\$10,000.00	-15.21%
300068 Rail Road Ballast	400.00	TON	\$11.50	\$4,600.00			
FABRIC	900.00	SY	\$2.00	\$1,800.00			
225100 - 225 Utility Crew (200.00 CY/DY, 1.00 DY)	200.00	CY	\$16.50	\$3,299.70			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
B2A Level	8.00	HR	\$0.35	\$2.80			
Backhoe - 580	8.00	HR	\$23.00	\$184.00			
Bedding Box	8.00	HR	\$4.00	\$32.00			
Compactor For 580	8.00	HR	\$5.00	\$40.00			
DialGrade Laser	8.00	HR	\$2.00	\$16.00			
Excavator - CAT 225, HIT 220	8.00	HR	\$57.75	\$462.00			
Loader - Wheel 930	8.00	HR	\$40.00	\$320.00			
Manhole Box	8.00	HR	\$8.00	\$64.00			
Trench Box	8.00	HR	\$8.00	\$64.00			
GRP 4 - Pipelayer	8.00	HR	\$43.45	\$347.56			
OP - GRP 2 - 60 HP Excavator [3]	8.00	HR	\$52.08	\$1,249.80			
Superintendent - Johnson	8.00	HR	\$54.69	\$437.54			
Rental - 10 YD Truck - Pup	12.00	HR	\$125.00	\$1,500.00			
200101 Dirt Dump Fee	200.00	CY	\$2.00	\$400.00			
11 - IMPORTED TRENCH BACKFILL	3,400.00	CY	\$13.50	\$45,900.00	\$15.00	\$51,000.00	9.28%
300060 Pit Run Gravel	5,100.00	TON	\$9.00	\$45,900.00			
12 - CSBC	80.00	TON	\$18.39	\$1,470.86	\$20.00	\$1,600.00	6.98%
302020 Crushed Base Course	80.00	TON	\$11.75	\$940.00			
300161 - Crushed Rock Place & Compact Crew (300.00 TON/DY, 0.27 DY)	80.00	TON	\$6.64	\$530.86			
1 Ton Flatbed	2.13	HR	\$10.00	\$21.33			
Compactor - CS563	2.13	HR	\$40.00	\$85.33			
Motor Grader - 140G	2.13	HR	\$40.00	\$85.33			
OP - GRP 2 - 60 HP Excavator [2]	2.13	HR	\$52.08	\$222.19			
Superintendent - Johnson	2.13	HR	\$54.69	\$116.68			
13 - CSTC	1,140.00	TON	\$18.39	\$20,959.81	\$20.00	\$22,800.00	6.98%
302010 Crushed Top Course	1,140.00	TON	\$11.75	\$13,395.00			
300161 - Crushed Rock Place & Compact Crew (300.00 TON/DY, 3.80 DY)	1,140.00	TON	\$6.64	\$7,564.81			
1 Ton Flatbed	30.40	HR	\$10.00	\$304.00			
Compactor - CS563	30.40	HR	\$40.00	\$1,216.00			
Motor Grader - 140G	30.40	HR	\$40.00	\$1,216.00			
OP - GRP 2 - 60 HP Excavator [2]	30.40	HR	\$52.08	\$3,166.16			
Superintendent - Johnson	30.40	HR	\$54.69	\$1,662.65			
14 - HMA CL. 1/2" PG 58-22 or PG 64-22	442.00	TON	\$105.61	\$46,679.80	\$115.00	\$50,830.00	7.00%
HMA 1/2"/TON	442.00	TON	\$92.00	\$40,664.00			
400100 - Asphalt Patch Crew (147.33 TON/DY, 3.00 DY)	442.00	TON	\$13.61	\$6,015.80			
1 Ton Flatbed	24.00	HR	\$10.00	\$240.00			
Backhoe - 580	24.00	HR	\$23.00	\$552.00			
Roller - Bomag Double	24.00	HR	\$24.00	\$576.00			
GRP 4 - Pipelayer [2]	24.00	HR	\$43.45	\$2,085.38			
OP - GRP 2 - 60 HP Excavator	24.00	HR	\$52.08	\$1,249.80			
Superintendent - Johnson	24.00	HR	\$54.69	\$1,312.62			
15 - MH 48" DIAM.	20.00	EACH	\$4,766.51	\$95,330.16	\$5,000.00	\$100,000.00	3.17%
225100 - 225 Utility Crew (3.50 EACH/DY, 5.71 DY)	20.00	EACH	\$942.77	\$18,855.44			
1 Ton Flatbed	45.71	HR	\$10.00	\$457.14			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 15 - MH 48" DIAM. continued)</i>							
B2A Level	45.71	HR	\$0.35	\$16.00			
Backhoe - 580	45.71	HR	\$23.00	\$1,051.43			
Bedding Box	45.71	HR	\$4.00	\$182.86			
Compactor For 580	45.71	HR	\$5.00	\$228.57			
DialGrade Laser	45.71	HR	\$2.00	\$91.43			
Excavator - CAT 225, HIT 220	45.71	HR	\$57.75	\$2,640.00			
Loader - Wheel 930	45.71	HR	\$40.00	\$1,828.57			
Manhole Box	45.71	HR	\$8.00	\$365.71			
Trench Box	45.71	HR	\$8.00	\$365.71			
GRP 4 - Pipelayer	45.71	HR	\$43.45	\$1,986.07			
OP - GRP 2 - 60 HP Excavator [3]	45.71	HR	\$52.08	\$7,141.72			
Superintendent - Johnson	45.71	HR	\$54.69	\$2,500.22			
500002 - 2 Man Manhole Crew (3.00 EACH/DY, 6.67 DY)	20.00	EACH	\$261.04	\$5,220.84			
1 Ton Flatbed	53.33	HR	\$10.00	\$533.33			
Blower	53.33	HR	\$1.00	\$53.33			
GRP 4 - Pipelayer [2]	53.33	HR	\$43.45	\$4,634.17			
500150 - Adjust F&C Crew (6.00 EACH/DY, 3.33 DY)	20.00	EACH	\$182.69	\$3,653.88			
1 Ton Flatbed	26.67	HR	\$10.00	\$266.67			
Air Compressor - 185	26.67	HR	\$8.00	\$213.33			
Backhoe - 580	26.67	HR	\$23.00	\$613.33			
Paving Breaker	26.67	HR	\$0.50	\$13.33			
GRP 4 - Pipelayer	26.67	HR	\$43.45	\$1,158.54			
OP - GRP 2 - 60 HP Excavator	26.67	HR	\$52.08	\$1,388.67			
500010 48" Manhole	20.00	EACH	\$1,125.00	\$22,500.00			
500100 Manhole Channel	20.00	EACH	\$185.00	\$3,700.00			
500091 24" Locking Ring & Cover	20.00	EACH	\$785.00	\$15,700.00			
Rental - 10 YD Truck - Pup	96.00	HR	\$125.00	\$12,000.00			
_Hughes Supply # 15	1.00	LS	\$13,700.00	\$13,700.00			
16 - 6" PVC SWR	131.00	LF	\$38.34	\$5,022.25	\$42.00	\$5,502.00	7.74%
120121 - 120 Side Sewer Crew (65.50 LF/DY, 2.00 DY)	131.00	LF	\$33.88	\$4,438.25			
1 Ton Flatbed	16.00	HR	\$10.00	\$160.00			
B2A Level	16.00	HR	\$0.35	\$5.60			
Backhoe - 580	16.00	HR	\$23.00	\$368.00			
Compactor For 580	16.00	HR	\$5.00	\$80.00			
Excavator - CAT 312, HIT 120	16.00	HR	\$40.00	\$640.00			
Trench Box	16.00	HR	\$8.00	\$128.00			
GRP 4 - Pipelayer [2]	16.00	HR	\$43.45	\$1,390.25			
OP - GRP 2 - 60 HP Excavator [2]	16.00	HR	\$52.08	\$1,666.40			
_Hughes Supply # 16	1.00	LS	\$379.00	\$379.00			
300040 Pea Gravel	20.00	TON	\$10.25	\$205.00			
17 - 8" PVC SWR	3,497.00	LF	\$60.62	\$211,980.50	\$74.00	\$258,778.00	19.73%
300040 Pea Gravel	2,072.00	TON	\$10.25	\$21,238.00			
_Hughes Supply # 17	1.00	LS	\$12,050.00	\$12,050.00			
225100 - 225 Utility Crew (116.57 LF/DY, 30.00 DY)	3,497.00	LF	\$28.31	\$98,991.08			
1 Ton Flatbed	240.00	HR	\$10.00	\$2,400.00			
B2A Level	240.00	HR	\$0.35	\$84.00			
Backhoe - 580	240.00	HR	\$23.00	\$5,520.00			
Bedding Box	240.00	HR	\$4.00	\$960.00			
Compactor For 580	240.00	HR	\$5.00	\$1,200.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 17 - 8" PVC SWR continued)</i>							
DialGrade Laser	240.00	HR	\$2.00	\$480.00			
Excavator - CAT 225, HIT 220	240.00	HR	\$57.75	\$13,860.00			
Loader - Wheel 930	240.00	HR	\$40.00	\$9,600.00			
Manhole Box	240.00	HR	\$8.00	\$1,920.00			
Trench Box	240.00	HR	\$8.00	\$1,920.00			
GRP 4 - Pipelayer	240.00	HR	\$43.45	\$10,426.89			
OP - GRP 2 - 60 HP Excavator [3]	240.00	HR	\$52.08	\$37,494.01			
Superintendent - Johnson	240.00	HR	\$54.69	\$13,126.18			
500010 - Pipe Stringing Crew (3,000.00 LF/DY, 1.17 DY)	3,497.00	LF	\$0.49	\$1,715.54			
Loader - Volvo L90C	9.33	HR	\$45.00	\$419.64			
GRP 4 - Pipelayer [2]	9.33	HR	\$43.45	\$810.29			
OP - GRP 2 - 60 HP Excavator	9.33	HR	\$52.08	\$485.62			
500102 - 2 Man San Test Crew (499.57 LF/DY, 7.00 DY)	3,497.00	LF	\$1.71	\$5,985.88			
1 Ton Flatbed	56.00	HR	\$10.00	\$560.00			
Air Compressor - 185	56.00	HR	\$8.00	\$448.00			
Ditch Pump - 2" & 3"	56.00	HR	\$2.00	\$112.00			
GRP 4 - Pipelayer [2]	56.00	HR	\$43.45	\$4,865.88			
Rental - 10 YD Truck - Pup	576.00	HR	\$125.00	\$72,000.00			
DEWATERING	0.00	LS	\$185,000.00	\$0.00			
18 - 4" PVC FORCE MAIN	126.00	LF	\$38.34	\$4,830.74	\$45.00	\$5,670.00	15.44%
120200 - 120 Water Crew (126.00 LF/DY, 1.00 DY)	126.00	LF	\$23.96	\$3,018.90			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
Backhoe - 580	8.00	HR	\$23.00	\$184.00			
Compactor For 580	8.00	HR	\$5.00	\$40.00			
Excavator - CAT 312, HIT 120	8.00	HR	\$40.00	\$320.00			
Loader - Volvo L90C	8.00	HR	\$45.00	\$360.00			
GRP 4 - Pipelayer	8.00	HR	\$43.45	\$347.56			
OP - GRP 2 - 60 HP Excavator [3]	8.00	HR	\$52.08	\$1,249.80			
Superintendent - Johnson	8.00	HR	\$54.69	\$437.54			
530102 - 2 Man Test Crew (420.00 LF/DY, 0.30 DY)	126.00	LF	\$1.88	\$237.34			
1 Ton Flatbed	2.40	HR	\$10.00	\$24.00			
Ditch Pump - 2" & 3"	2.40	HR	\$2.00	\$4.80			
GRP 4 - Pipelayer [2]	2.40	HR	\$43.45	\$208.54			
_Hughes Supply # 18	1.00	LS	\$390.00	\$390.00			
300040 Pea Gravel	18.00	TON	\$10.25	\$184.50			
Rental - 10 YD Truck - Pup	8.00	HR	\$125.00	\$1,000.00			
19 - 6" PVC FORCE MAIN	1,369.00	LF	\$25.58	\$35,023.25	\$28.00	\$38,332.00	7.64%
300040 Pea Gravel	200.00	TON	\$10.25	\$2,050.00			
_Hughes Supply # 19	1.00	LS	\$7,136.00	\$7,136.00			
120200 - 120 Water Crew (105.31 LF/DY, 13.00 DY)	1,369.00	LF	\$13.18	\$18,046.12			
1 Ton Flatbed	104.00	HR	\$10.00	\$1,040.00			
Backhoe - 580	104.00	HR	\$23.00	\$2,392.00			
Compactor For 580	104.00	HR	\$5.00	\$520.00			
Excavator - CAT 312, HIT 120	104.00	HR	\$40.00	\$4,160.00			
Loader - Volvo L90C [0]	104.00	HR	\$45.00	\$0.00			
GRP 4 - Pipelayer	104.00	HR	\$43.45	\$4,518.32			
OP - GRP 2 - 60 HP Excavator	104.00	HR	\$52.08	\$5,415.80			
Superintendent - Johnson [0]	104.00	HR	\$0.00	\$0.00			

$125,000 / 3,497'$
 $= \$59.20 / LF$
 Add BE 17 UP
 $= \$74.77 \times 59.20$
 $= \$126.90 / LF$

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 19 - 6" PVC FORCE MAIN continued)</i>							
530102 - 2 Man Test Crew (1,369.00 LF/DY, 1.00 DY)	1,369.00	LF	\$0.58	\$791.13			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
Ditch Pump - 2" & 3"	8.00	HR	\$2.00	\$16.00			
GRP 4 - Pipelayer [2]	8.00	HR	\$43.45	\$695.13			
Rental - 10 YD Truck - Pup	56.00	HR	\$125.00	\$7,000.00			
DJ 20 - AIR VALVE STATION	1.00	EACH	\$6,701.73	\$6,701.73	\$7,000.00	\$7,000.00	2.73%
500038 60" Manhole	1.00	EACH	\$4,000.00	\$4,000.00			
530050 - Fire Hydrant Crew (1.00 EACH/DY, 1.00 DY)	1.00	EACH	\$1,375.73	\$1,375.73			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
Backhoe - 580	8.00	HR	\$23.00	\$184.00			
GRP 4 - Pipelayer [2]	8.00	HR	\$43.45	\$695.13			
OP - GRP 2 - 60 HP Excavator	8.00	HR	\$52.08	\$416.60			
_Hughes Supply # 20	1.00	LS	\$1,326.00	\$1,326.00			
DJ 21 - TRENCH SAFETY	1.00	LS	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.00%
DJ 22 - EXPLORATORY EXCAVATIONS	1.00	LS	\$3,252.49	\$3,252.49	\$4,000.00	\$4,000.00	20.95%
120000 - 120 Operated (0.33 LS/DY, 3.00 DY)	1.00	LS	\$2,209.80	\$2,209.80			
Excavator - CAT 312, HIT 120	24.00	HR	\$40.00	\$960.00			
OP - GRP 2 - 60 HP Excavator	24.00	HR	\$52.08	\$1,249.80			
GRP 4 - Pipelayer	24.00	HR	\$43.45	\$1,042.69			
DJ 23 - TRENCH SAFETY FOR EXPLORATORY EXCAVATIONS	1.00	LS	\$0.00	\$0.00	\$100.00	\$100.00	0.00%
DJ 24 - SIDE SWR CO	8.00	EACH	\$300.00	\$2,400.00	\$300.00	\$2,400.00	-1.65%
PLUG	8.00	EACH	\$300.00	\$2,400.00			
DJ 25 - CONNECT EXISTING SIDE SWR TO NEW SIDE SWR	8.00	EACH	\$317.14	\$2,537.13	\$300.00	\$2,400.00	-6.97%
_Hughes Supply # 25	1.00	LS	\$318.00	\$318.00			
120121 - 120 Side Sewer Crew (8.00 EACH/DY, 1.00 DY)	8.00	EACH	\$277.39	\$2,219.13			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
B2A Level	8.00	HR	\$0.35	\$2.80			
Backhoe - 580	8.00	HR	\$23.00	\$184.00			
Compactor For 580	8.00	HR	\$5.00	\$40.00			
Excavator - CAT 312, HIT 120	8.00	HR	\$40.00	\$320.00			
Trench Box	8.00	HR	\$8.00	\$64.00			
GRP 4 - Pipelayer [2]	8.00	HR	\$43.45	\$695.13			
OP - GRP 2 - 60 HP Excavator [2]	8.00	HR	\$52.08	\$833.20			
DJ 26 - CONNECT NEW 6" FM TO EXISTING MH SR 20	1.00	LS	\$2,777.29	\$2,777.29	\$3,000.00	\$3,000.00	6.24%
120200 - 120 Water Crew (4.00 LS/DY, 0.25 DY)	1.00	LS	\$754.73	\$754.73			
1 Ton Flatbed	2.00	HR	\$10.00	\$20.00			
Backhoe - 580	2.00	HR	\$23.00	\$46.00			
Compactor For 580	2.00	HR	\$5.00	\$10.00			
Excavator - CAT 312, HIT 120	2.00	HR	\$40.00	\$80.00			
Loader - Volvo L90C	2.00	HR	\$45.00	\$90.00			
GRP 4 - Pipelayer	2.00	HR	\$43.45	\$86.89			
OP - GRP 2 - 60 HP Excavator [3]	2.00	HR	\$52.08	\$312.45			
Superintendent - Johnson	2.00	HR	\$54.69	\$109.38			
_Hughes Supply # 26	1.00	LS	\$996.00	\$996.00			
500002 - 2 Man Manhole Crew (2.00 LS/DY, 0.50 DY)	1.00	LS	\$391.56	\$391.56			
1 Ton Flatbed	4.00	HR	\$10.00	\$40.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 26 - CONNECT NEW 6" FM TO EXISTING MH SR 20 continued)</i>							
Blower	4.00	HR	\$1.00	\$4.00			
GRP 4 - Pipelayer [2]	4.00	HR	\$43.45	\$347.56			
500100 Manhole Channel	1.00	EACH	\$185.00	\$185.00			
Core	1.00	EACH	\$450.00	\$450.00			
DJ 27 - CONNECT NEW 4" FM TO EXISTING HOSPITAL FM	1.00	LS	\$6,133.73	\$6,133.73	\$6,000.00	\$6,000.00	-3.79%
_Hughes Supply # 27	1.00	LS	\$5,379.00	\$5,379.00			
120200 - 120 Water Crew (4.00 LS/DY, 0.25 DY)	1.00	LS	\$754.73	\$754.73			
1 Ton Flatbed	2.00	HR	\$10.00	\$20.00			
Backhoe - 580	2.00	HR	\$23.00	\$46.00			
Compactor For 580	2.00	HR	\$5.00	\$10.00			
Excavator - CAT 312, HIT 120	2.00	HR	\$40.00	\$80.00			
Loader - Volvo L90C	2.00	HR	\$45.00	\$90.00			
GRP 4 - Pipelayer	2.00	HR	\$43.45	\$86.89			
OP - GRP 2 - 60 HP Excavator [3]	2.00	HR	\$52.08	\$312.45			
Superintendent - Johnson	2.00	HR	\$54.69	\$109.38			
DJ 28 - CONNECT EXISTING FM TO MH 20-2-20	1.00	LS	\$3,281.01	\$3,281.01	\$3,000.00	\$3,000.00	-10.07%
120200 - 120 Water Crew (2.00 LS/DY, 0.50 DY)	1.00	LS	\$1,509.45	\$1,509.45			
1 Ton Flatbed	4.00	HR	\$10.00	\$40.00			
Backhoe - 580	4.00	HR	\$23.00	\$92.00			
Compactor For 580	4.00	HR	\$5.00	\$20.00			
Excavator - CAT 312, HIT 120	4.00	HR	\$40.00	\$160.00			
Loader - Volvo L90C	4.00	HR	\$45.00	\$180.00			
GRP 4 - Pipelayer	4.00	HR	\$43.45	\$173.78			
OP - GRP 2 - 60 HP Excavator [3]	4.00	HR	\$52.08	\$624.90			
Superintendent - Johnson	4.00	HR	\$54.69	\$218.77			
_Hughes Supply # 28	1.00	LS	\$745.00	\$745.00			
500100 Manhole Channel	1.00	EACH	\$185.00	\$185.00			
500002 - 2 Man Manhole Crew (2.00 LS/DY, 0.50 DY)	1.00	LS	\$391.56	\$391.56			
1 Ton Flatbed	4.00	HR	\$10.00	\$40.00			
Blower	4.00	HR	\$1.00	\$4.00			
GRP 4 - Pipelayer [2]	4.00	HR	\$43.45	\$347.56			
CORE	1.00	LS	\$450.00	\$450.00			
DJ 29 - CONNECT NEW 8" SWR TO EXISTING MH 18A	1.00	LS	\$5,634.41	\$5,634.41	\$6,000.00	\$6,000.00	4.73%
_Hughes Supply # 29	1.00	LS	\$1,758.00	\$1,758.00			
225100 - 225 Utility Crew (2.00 LS/DY, 0.50 DY)	1.00	LS	\$1,649.85	\$1,649.85			
1 Ton Flatbed	4.00	HR	\$10.00	\$40.00			
B2A Level	4.00	HR	\$0.35	\$1.40			
Backhoe - 580	4.00	HR	\$23.00	\$92.00			
Bedding Box	4.00	HR	\$4.00	\$16.00			
Compactor For 580	4.00	HR	\$5.00	\$20.00			
DialGrade Laser	4.00	HR	\$2.00	\$8.00			
Excavator - CAT 225, HIT 220	4.00	HR	\$57.75	\$231.00			
Loader - Wheel 930	4.00	HR	\$40.00	\$160.00			
Manhole Box	4.00	HR	\$8.00	\$32.00			
Trench Box	4.00	HR	\$8.00	\$32.00			
GRP 4 - Pipelayer	4.00	HR	\$43.45	\$173.78			
OP - GRP 2 - 60 HP Excavator [3]	4.00	HR	\$52.08	\$624.90			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 29 - CONNECT NEW 8" SWR TO EXISTING MH 18A continued)</i>							
Superintendent - Johnson	4.00	HR	\$54.69	\$218.77			
Rental - 10 YD Truck - Pup	9.60	HR	\$125.00	\$1,200.00			
CORE	1.00	LS	\$450.00	\$450.00			
500002 - 2 Man Manhole Crew (2.00 LS/DY, 0.50 DY)	1.00	LS	\$391.56	\$391.56			
1 Ton Flatbed	4.00	HR	\$10.00	\$40.00			
Blower	4.00	HR	\$1.00	\$4.00			
GRP 4 - Pipelayer [2]	4.00	HR	\$43.45	\$347.56			
500100 Manhole Channel	1.00	EACH	\$185.00	\$185.00			
30 - SEED AND FERTILIZE	7,650.00	SY	\$0.39	\$3,000.00	\$0.50	\$3,825.00	25.40%
HYDROSEED	2.00	ACRE	\$1,500.00	\$3,000.00			
31 - EROSION CONTROL BLANKET	100.00	SY	\$18.00	\$1,800.00	\$5.00	\$500.00	-72.68%
JUTE MAT (TRICO)	900.00	SF	\$2.00	\$1,800.00			
32 - LAWN REMOVAL AND RESTORATION	3,640.00	SY	\$1.50	\$5,460.00	\$2.00	\$7,280.00	31.13%
PLUG	3,640.00	SY	\$1.50	\$5,460.00			
33 - PRESERVE, REMOVAL, AND RESTORE PLANTING AREAS	1.00	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	-1.65%
PLUG	1.00	LS	\$5,000.00	\$5,000.00			
34 - BRICKYARD CREEK UNDERCROSSING	1.00	LS	\$30,971.70	\$30,971.70	\$35,000.00	\$35,000.00	11.14%
225100 - 225 Utility Crew (1.00 LS/DY, 1.00 DY)	1.00	LS	\$3,299.70	\$3,299.70			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
B2A Level	8.00	HR	\$0.35	\$2.80			
Backhoe - 580	8.00	HR	\$23.00	\$184.00			
Bedding Box	8.00	HR	\$4.00	\$32.00			
Compactor For 580	8.00	HR	\$5.00	\$40.00			
DialGrade Laser	8.00	HR	\$2.00	\$16.00			
Excavator - CAT 225, HIT 220	8.00	HR	\$57.75	\$462.00			
Loader - Wheel 930	8.00	HR	\$40.00	\$320.00			
Manhole Box	8.00	HR	\$8.00	\$64.00			
Trench Box	8.00	HR	\$8.00	\$64.00			
GRP 4 - Pipelayer	8.00	HR	\$43.45	\$347.56			
OP - GRP 2 - 60 HP Excavator [3]	8.00	HR	\$52.08	\$1,249.80			
Superintendent - Johnson	8.00	HR	\$54.69	\$437.54			
Rental - 10 YD Truck - Pup	8.00	HR	\$125.00	\$1,000.00			
_Hughes Supply # 34	1.00	LS	\$2,872.00	\$2,872.00			
DIRECTIONAL DRILL (TRICO)	1.00	EACH	\$23,800.00	\$23,800.00			
35 - HOLT CAMP PUMP STATION	1.00	LS	\$361,929.23	\$361,929.23	\$361,000.00	\$361,000.00	-2.00%
225100 - 225 Utility Crew (0.20 LS/DY, 5.00 DY)	1.00	LS	\$16,498.51	\$16,498.51			
1 Ton Flatbed	40.00	HR	\$10.00	\$400.00			
B2A Level	40.00	HR	\$0.35	\$14.00			
Backhoe - 580	40.00	HR	\$23.00	\$920.00			
Bedding Box	40.00	HR	\$4.00	\$160.00			
Compactor For 580	40.00	HR	\$5.00	\$200.00			
DialGrade Laser	40.00	HR	\$2.00	\$80.00			
Excavator - CAT 225, HIT 220	40.00	HR	\$57.75	\$2,310.00			
Loader - Wheel 930	40.00	HR	\$40.00	\$1,600.00			
Manhole Box	40.00	HR	\$8.00	\$320.00			
Trench Box	40.00	HR	\$8.00	\$320.00			
GRP 4 - Pipelayer	40.00	HR	\$43.45	\$1,737.81			
OP - GRP 2 - 60 HP Excavator [3]	40.00	HR	\$52.08	\$6,249.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 35 - HOLT CAMP PUMP STATION continued)</i>							
Superintendent - Johnson	40.00	HR	\$54.69	\$2,187.70			
Rental - 10 YD Truck - Pup	40.00	HR	\$125.00	\$5,000.00			
500050 - Pump Station Crew (0.14 LS/DY, 7.00 DY)	1.00	LS	\$9,630.08	\$9,630.08			
1 Ton Flatbed	56.00	HR	\$10.00	\$560.00			
Backhoe - 580	56.00	HR	\$23.00	\$1,288.00			
GRP 4 - Pipelayer [2]	56.00	HR	\$43.45	\$4,865.88			
OP - GRP 2 - 60 HP Excavator	56.00	HR	\$52.08	\$2,916.20			
500002 - 2 Man Manhole Crew (0.14 LS/DY, 7.00 DY)	1.00	LS	\$5,481.88	\$5,481.88			
1 Ton Flatbed	56.00	HR	\$10.00	\$560.00			
Blower	56.00	HR	\$1.00	\$56.00			
GRP 4 - Pipelayer [2]	56.00	HR	\$43.45	\$4,865.88			
500150 - Adjust F&C Crew (0.50 LS/DY, 2.00 DY)	1.00	LS	\$2,192.33	\$2,192.33			
1 Ton Flatbed	16.00	HR	\$10.00	\$160.00			
Air Compressor - 185	16.00	HR	\$8.00	\$128.00			
Backhoe - 580	16.00	HR	\$23.00	\$368.00			
Paving Breaker	16.00	HR	\$0.50	\$8.00			
GRP 4 - Pipelayer	16.00	HR	\$43.45	\$695.13			
OP - GRP 2 - 60 HP Excavator	16.00	HR	\$52.08	\$833.20			
900010 - Cleanup Crew (0.50 LS/DY, 2.00 DY)	1.00	LS	\$3,177.53	\$3,177.53			
1 Ton Flatbed	16.00	HR	\$10.00	\$160.00			
Backhoe - 580	16.00	HR	\$23.00	\$368.00			
Dump Truck - 05 YD	16.00	HR	\$18.00	\$288.00			
GRP 4 - Pipelayer	16.00	HR	\$43.45	\$695.13			
OP - GRP 2 - 60 HP Excavator [2]	16.00	HR	\$52.08	\$1,666.40			
300161 - Crushed Rock Place & Compact Crew (0.33 LS/DY, 3.00 DY)	1.00	LS	\$5,972.22	\$5,972.22			
1 Ton Flatbed	24.00	HR	\$10.00	\$240.00			
Compactor - CS563	24.00	HR	\$40.00	\$960.00			
Motor Grader - 140G	24.00	HR	\$40.00	\$960.00			
OP - GRP 2 - 60 HP Excavator [2]	24.00	HR	\$52.08	\$2,499.60			
Superintendent - Johnson	24.00	HR	\$54.69	\$1,312.62			
DEWATERING	1.00	EST	\$20,000.00	\$20,000.00			
MISC METAL	1.00	LS	\$5,000.00	\$5,000.00			
CONCRETE	30.00	CY	\$300.00	\$9,000.00			
CRANE	1.00	LS	\$3,000.00	\$3,000.00			
_Hughes Supply # 35	1.00	LS	\$22,465.00	\$22,465.00			
500068 96" Manhole	1.00	EACH	\$11,762.00	\$11,762.00			
500049 72" Manhole	1.00	EACH	\$3,521.00	\$3,521.00			
Infiltration Trench	1.00	LS	\$19,783.37	\$19,783.37			
120121 - 120 Side Sewer Crew (1.00 LS/DY, 1.00 DY)	1.00	LS	\$2,219.13	\$2,219.13			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
B2A Level	8.00	HR	\$0.35	\$2.80			
Backhoe - 580	8.00	HR	\$23.00	\$184.00			
Compactor For 580	8.00	HR	\$5.00	\$40.00			
Excavator - CAT 312, HIT 120	8.00	HR	\$40.00	\$320.00			
Trench Box	8.00	HR	\$8.00	\$64.00			
GRP 4 - Pipelayer [2]	8.00	HR	\$43.45	\$695.13			
OP - GRP 2 - 60 HP Excavator [2]	8.00	HR	\$52.08	\$833.20			
Rental - 10 YD Truck - Pup	16.00	HR	\$125.00	\$2,000.00			
200101 Dirt Dump Fee	317.00	CY	\$2.00	\$634.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 35 - HOLT CAMP PUMP STATION continued)</i>							
300030 Drain Rock	638.00	TON	\$10.25	\$6,539.50			
CB	2.00	EACH	\$1,200.00	\$2,400.00			
TOPSOIL CY	200.00	CY	\$20.00	\$4,000.00			
300161 - Crushed Rock Place & Compact Crew (1.00 LS/DY, 1.00 DY)	1.00	LS	\$1,990.74	\$1,990.74			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
Compactor - CS563	8.00	HR	\$40.00	\$320.00			
Motor Grader - 140G	8.00	HR	\$40.00	\$320.00			
OP - GRP 2 - 60 HP Excavator [2]	8.00	HR	\$52.08	\$833.20			
Superintendent - Johnson	8.00	HR	\$54.69	\$437.54			
SITE EX/GRADE/TOPSOIL	1.00	LS	\$5,286.74	\$5,286.74			
300162 - Road Way X Crew (1.00 LS/DY, 1.00 DY)	1.00	LS	\$2,036.74	\$2,036.74			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
Dozer - D4C	8.00	HR	\$28.00	\$224.00			
Excavator - CAT 225, HIT 220	8.00	HR	\$57.75	\$462.00			
Foreman - Judy	8.00	HR	\$54.69	\$437.54			
OP - GRP 2 - 60 HP Excavator	8.00	HR	\$52.08	\$416.60			
OP - GRP 2 - 60 HP Excavator	8.00	HR	\$52.08	\$416.60			
Rental - 10 YD Truck - Pup	20.00	HR	\$125.00	\$2,500.00			
200101 Dirt Dump Fee	375.00	CY	\$2.00	\$750.00			
PAVING	1.00	LS	\$37,948.67	\$37,948.67			
302020 Crushed Base Course	500.00	TON	\$11.75	\$5,875.00			
HMA 1/2"/TON	250.00	TON	\$92.00	\$23,000.00			
300161 - Crushed Rock Place & Compact Crew (0.67 LS/DY, 1.50 DY)	1.00	LS	\$2,986.11	\$2,986.11			
1 Ton Flatbed	12.00	HR	\$10.00	\$120.00			
Compactor - CS563	12.00	HR	\$40.00	\$480.00			
Motor Grader - 140G	12.00	HR	\$40.00	\$480.00			
OP - GRP 2 - 60 HP Excavator [2]	12.00	HR	\$52.08	\$1,249.80			
Superintendent - Johnson	12.00	HR	\$54.69	\$656.31			
CURBS	32.00	EACH	\$125.00	\$4,000.00			
STRIPING	1.00	LS	\$1,500.00	\$1,500.00			
400200 - Sawcutting Crew (1.00 LS/DY, 1.00 DY)	1.00	LS	\$587.56	\$587.56			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
Concrete Saw - 24"	8.00	HR	\$20.00	\$160.00			
GRP 4 - Pipelayer	8.00	HR	\$43.45	\$347.56			
WATER SERVICE	1.00	LS	\$3,518.90	\$3,518.90			
120200 - 120 Water Crew (1.00 LS/DY, 1.00 DY)	1.00	LS	\$3,018.90	\$3,018.90			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
Backhoe - 580	8.00	HR	\$23.00	\$184.00			
Compactor For 580	8.00	HR	\$5.00	\$40.00			
Excavator - CAT 312, HIT 120	8.00	HR	\$40.00	\$320.00			
Loader - Volvo L90C	8.00	HR	\$45.00	\$360.00			
GRP 4 - Pipelayer	8.00	HR	\$43.45	\$347.56			
OP - GRP 2 - 60 HP Excavator [3]	8.00	HR	\$52.08	\$1,249.80			
Superintendent - Johnson	8.00	HR	\$54.69	\$437.54			
HOT BOX FDN	1.00	LS	\$500.00	\$500.00			
SUB-ELECTRICAL 1	1.00	LS	\$77,700.00	\$77,700.00			
P.S. 1 GENERATOR	1.00	LS	\$300.00	\$300.00			
P.S. 1 CONTROLS	1.00	LS	\$1.00	\$1.00			
P.S. 1 PUMPS	1.00	LS	\$76,575.00	\$76,575.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 35 - HOLT CAMP PUMP STATION continued)</i>							
✍ FENCE/LS	1.00	LS	\$7,025.00	\$7,025.00			
✍ 300060 Pit Run Gravel	800.00	TON	\$9.00	\$7,200.00			
✍ 200101 Dirt Dump Fee	350.00	CY	\$2.00	\$700.00			
Ⓜ Slabs	1.00	LS	\$2,500.00	\$2,500.00			
✍ 300068 Rail Road Ballast	60.00	TON	\$11.50	\$690.00			
Ⓜ 36 - TRENCH SAFETY / HOLT CAMP PUMP STATION	1.00	LS	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	-1.65%
Ⓜ UNITED RENTAL	1.00	LS	\$6,000.00	\$6,000.00			
Ⓜ 37 - HOSPITAL DRIVE PUMP STATION	1.00	LS	\$321,697.56	\$321,697.56	\$320,000.00	\$320,000.00	-2.18%
✍ 225100 - 225 Utility Crew (0.13 LS/DY, 8.00 DY)	1.00	LS	\$26,397.62	\$26,397.62			
Ⓜ 1 Ton Flatbed	64.00	HR	\$10.00	\$640.00			
Ⓜ B2A Level	64.00	HR	\$0.35	\$22.40			
Ⓜ Backhoe - 580	64.00	HR	\$23.00	\$1,472.00			
Ⓜ Bedding Box	64.00	HR	\$4.00	\$256.00			
Ⓜ Compactor For 580	64.00	HR	\$5.00	\$320.00			
Ⓜ DialGrade Laser	64.00	HR	\$2.00	\$128.00			
Ⓜ Excavator - CAT 225, HIT 220	64.00	HR	\$57.75	\$3,696.00			
Ⓜ Loader - Wheel 930	64.00	HR	\$40.00	\$2,560.00			
Ⓜ Manhole Box	64.00	HR	\$8.00	\$512.00			
Ⓜ Trench Box	64.00	HR	\$8.00	\$512.00			
Ⓜ GRP 4 - Pipelayer	64.00	HR	\$43.45	\$2,780.50			
Ⓜ OP - GRP 2 - 60 HP Excavator [3]	64.00	HR	\$52.08	\$9,998.40			
Ⓜ Superintendent - Johnson	64.00	HR	\$54.69	\$3,500.31			
Ⓜ Rental - 10 YD Truck - Pup	64.00	HR	\$125.00	\$8,000.00			
✍ 500050 - Pump Station Crew (0.14 LS/DY, 7.00 DY)	1.00	LS	\$9,630.08	\$9,630.08			
Ⓜ 1 Ton Flatbed	56.00	HR	\$10.00	\$560.00			
Ⓜ Backhoe - 580	56.00	HR	\$23.00	\$1,288.00			
Ⓜ GRP 4 - Pipelayer [2]	56.00	HR	\$43.45	\$4,865.88			
Ⓜ OP - GRP 2 - 60 HP Excavator	56.00	HR	\$52.08	\$2,916.20			
✍ 500002 - 2 Man Manhole Crew (0.14 LS/DY, 7.00 DY)	1.00	LS	\$5,481.88	\$5,481.88			
Ⓜ 1 Ton Flatbed	56.00	HR	\$10.00	\$560.00			
Ⓜ Blower	56.00	HR	\$1.00	\$56.00			
Ⓜ GRP 4 - Pipelayer [2]	56.00	HR	\$43.45	\$4,865.88			
✍ 500150 - Adjust F&C Crew (0.50 LS/DY, 2.00 DY)	1.00	LS	\$2,192.33	\$2,192.33			
Ⓜ 1 Ton Flatbed	16.00	HR	\$10.00	\$160.00			
Ⓜ Air Compressor - 185	16.00	HR	\$8.00	\$128.00			
Ⓜ Backhoe - 580	16.00	HR	\$23.00	\$368.00			
Ⓜ Paving Breaker	16.00	HR	\$0.50	\$8.00			
Ⓜ GRP 4 - Pipelayer	16.00	HR	\$43.45	\$695.13			
Ⓜ OP - GRP 2 - 60 HP Excavator	16.00	HR	\$52.08	\$833.20			
✍ 900010 - Cleanup Crew (0.50 LS/DY, 2.00 DY)	1.00	LS	\$3,177.53	\$3,177.53			
Ⓜ 1 Ton Flatbed	16.00	HR	\$10.00	\$160.00			
Ⓜ Backhoe - 580	16.00	HR	\$23.00	\$368.00			
Ⓜ Dump Truck - 05 YD	16.00	HR	\$18.00	\$288.00			
Ⓜ GRP 4 - Pipelayer	16.00	HR	\$43.45	\$695.13			
Ⓜ OP - GRP 2 - 60 HP Excavator [2]	16.00	HR	\$52.08	\$1,666.40			
✍ 300161 - Crushed Rock Place & Compact Crew (0.33 LS/DY, 3.00 DY)	1.00	LS	\$5,972.22	\$5,972.22			
Ⓜ 1 Ton Flatbed	24.00	HR	\$10.00	\$240.00			
Ⓜ Compactor - CS563	24.00	HR	\$40.00	\$960.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 37 - HOSPITAL DRIVE PUMP STATION continued)</i>							
Motor Grader - 140G	24.00	HR	\$40.00	\$960.00			
OP - GRP 2 - 60 HP Excavator [2]	24.00	HR	\$52.08	\$2,499.60			
Superintendent - Johnson	24.00	HR	\$54.69	\$1,312.62			
DEWATERING	1.00	LS	\$20,000.00	\$20,000.00			
MISC METAL	1.00	LS	\$5,000.00	\$5,000.00			
CONCRETE	30.00	CY	\$300.00	\$9,000.00			
CRANE	1.00	LS	\$3,500.00	\$3,500.00			
_Hughes Supply # 37	1.00	LS	\$19,578.00	\$19,578.00			
PUMP STATION STRUCTURE (TRICO)	1.00	EACH	\$11,762.00	\$11,762.00			
500049 72" Manhole	1.00	EACH	\$3,521.00	\$3,521.00			
SITE RESTORATION	1.00	LS	\$8,450.00	\$8,450.00			
STRIPING	1.00	LS	\$750.00	\$750.00			
LANDSCAPING	1.00	LS	\$3,000.00	\$3,000.00			
HMA 1/2"/TON	40.00	TON	\$92.00	\$3,680.00			
EXTRUDED CURB	340.00	LF	\$3.00	\$1,020.00			
WATER SERVICE	1.00	LS	\$3,518.90	\$3,518.90			
120200 - 120 Water Crew (1.00 LS/DY, 1.00 DY)	1.00	LS	\$3,018.90	\$3,018.90			
1 Ton Flatbed	8.00	HR	\$10.00	\$80.00			
Backhoe - 580	8.00	HR	\$23.00	\$184.00			
Compactor For 580	8.00	HR	\$5.00	\$40.00			
Excavator - CAT 312, HIT 120	8.00	HR	\$40.00	\$320.00			
Loader - Volvo L90C	8.00	HR	\$45.00	\$360.00			
GRP 4 - Pipelayer	8.00	HR	\$43.45	\$347.56			
OP - GRP 2 - 60 HP Excavator [3]	8.00	HR	\$52.08	\$1,249.80			
Superintendent - Johnson	8.00	HR	\$54.69	\$437.54			
HOT BOX FDN	1.00	LS	\$500.00	\$500.00			
SUB-ELECTRICAL 2	1.00	LS	\$77,700.00	\$77,700.00			
GENERATOR 2 (TRICO)	0.00	EACH	\$300.00	\$0.00			
P.S. 2 CONTROLS	1.00	LS	\$1.00	\$1.00			
P.S. 2 PUMPS	1.00	LS	\$76,575.00	\$76,575.00			
FENCE/LS	1.00	LS	\$1,800.00	\$1,800.00			
300060 Pit Run Gravel	450.00	TON	\$9.00	\$4,050.00			
200101 Dirt Dump Fee	350.00	CY	\$2.00	\$700.00			
CONCRETE FILL	1.00	LS	\$12,500.00	\$12,500.00			
Slabs	1.00	LS	\$2,500.00	\$2,500.00			
300068 Rail Road Ballast	60.00	TON	\$11.50	\$690.00			
38 - TRENCH SAFETY / HOSPITAL DRIVE PUMP STATION	1.00	LS	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	-1.65%
UNITED RENTAL	1.00	LS	\$6,000.00	\$6,000.00			
39 - FORCE ACCOUNT	1.00	AL	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	-1.65%
FA	1.00	AL	\$50,000.00	\$50,000.00			

Indirect Items

Description	Quantity	UM	Unit Indirect Cost	Total Indirect Cost
001 - Taxes & Insurance	0.00	LS	\$0.00	\$0.00
Builders Risk Insurance	0.00	LS	\$0.00	\$0.00
D.O.T. Insurance	0.00	LS	\$0.00	\$0.00
Washington B&O Tax	0.00	LS	\$0.00	\$0.00
Portland Business Tax	0.00	LS	\$0.00	\$0.00
Railroad Insurance	0.00	LS	\$0.00	\$0.00

Description	Quantity UM	Unit Indirect Cost	Total Indirect Cost
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Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	\$282,380.94	19.15%
Equipment Owned:	\$125,029.60	8.48%
Equipment Rented:	\$117,640.00	7.98%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$712,912.50	48.34%
Subcontracted:	\$0.00	0.00%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$0.00	0.00%
Plug:	\$236,725.00	16.05%
Direct Cost:	<u>\$1,474,688.04</u>	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	\$1,474,688.04	91.08%
Total DC Adds/Cuts:	\$0.00	0.00%
Total Indirect Cost:	\$0.00	0.00%
Total Bond:	\$25,771.67	1.59%
Total Overall Cost:	\$1,500,459.70	92.67%
Total Overhead:	\$0.00	0.00%
Total Profit:	\$118,607.30	7.33%
Total Margin:	\$118,607.30	7.33%
Total Bid Price:	<u>\$1,619,067.00</u>	

CITY OF SEDRO WOOLLEY, WASHINGTON
 PHASE 2 SR 20 SEWER SYSTEM IMPROVEMENTS
 BID TABULATION

November 29, 2007

Prepared by: Mark A. Freiburger, PE

BID WITHDRAWN

ITEM NO.	ITEM DESCRIPTION	QUANTITY	ENGINEER'S ESTIMATE			TRICO CONTRACTING INC. PO Box 409 15066 Josh Wilson Road Burlington, WA 98233			STRIDER CONSTRUCTION INC. 4721 Northwest Drive Bellingham, WA 98226			LOW BID % DIFFERENCE FROM SNOR EST.			D.D.J. CONSTRUCTION CO INC. PO Box 130 Ravensdale, WA 98051			COLACURCIO BROTHERS 3287 H Street Road 98230			G.G. EXCAVATION INC. 8669 Padilla Heights Road Anacortes, WA 98221			CALLEN CONSTRUCTION INC. PO Box 498 8822 Stein Road Corvallis, WA 97330			INTERWEST CONSTRUCTION INC. 651 N. Hill Blvd. Burlington, WA 98233		
			UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
1	Mobilization	1	LS	242,000.00	242,000.00	Lump Sum	150,000.00	Lump Sum	5.00	21,050.00	5.00	21,050.00	-32.2%	Lump Sum	75,000.00	Lump Sum	200,000.00	Lump Sum	171,780.00	Lump Sum	195,000.00	Lump Sum	195,000.00	Lump Sum	195,000.00	Lump Sum	195,000.00		
2	Project Temporary Traffic Control	1	LS	20,000.00	20,000.00	Lump Sum	15,000.00	Lump Sum	700.00	7,000.00	700.00	7,000.00	125.0%	Lump Sum	8,500.00	Lump Sum	43,000.00	Lump Sum	78,500.00	Lump Sum	30,000.00	Lump Sum	30,000.00	Lump Sum	30,000.00	Lump Sum	30,000.00		
3	Temporary Erosion & Sediment Control (TESC)	1	LS	85,000.00	85,000.00	Lump Sum	17,000.00	Lump Sum	50.00	500.00	50.00	500.00	-76.8%	Lump Sum	25,000.00	Lump Sum	34,000.00	Lump Sum	58,250.00	Lump Sum	26,000.00	Lump Sum	26,000.00	Lump Sum	26,000.00	Lump Sum	26,000.00		
4	Construction Surveying	1	LS	29,000.00	29,000.00	Lump Sum	12,000.00	Lump Sum	13.00	163.00	13.00	163.00	-48.3%	Lump Sum	16,500.00	Lump Sum	12,000.00	Lump Sum	13,000.00	Lump Sum	11,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00		
5	Cleaning And Grubbing	1	LS	18,000.00	18,000.00	Lump Sum	15,000.00	Lump Sum	5.00	50.00	5.00	50.00	94.4%	Lump Sum	35,000.00	Lump Sum	25,000.00	Lump Sum	30,000.00	Lump Sum	28,000.00	Lump Sum	50,000.00	Lump Sum	50,000.00	Lump Sum	50,000.00		
6	Permit Removal	1	LS	90,000.00	90,000.00	Lump Sum	5,000.00	Lump Sum	7.00	49.00	7.00	49.00	-86.7%	Lump Sum	8,000.00	Lump Sum	15,000.00	Lump Sum	37,000.00	Lump Sum	30,000.00	Lump Sum	10,000.00	Lump Sum	10,000.00	Lump Sum	10,000.00		
7	Abandon Existing Sewers	4,210	LF	13.00	54,730.00				5.00	21,050.00	5.00	21,050.00	-61.5%	Lump Sum	29,470.00	Lump Sum	14,735.00	Lump Sum	25,260.00	Lump Sum	10,525.00	Lump Sum	9,000.00	Lump Sum	9,000.00	Lump Sum	9,000.00		
8	Abandon Existing Manholes	10	EA	610.00	6,100.00				700.00	7,000.00	700.00	7,000.00	31.1%	Lump Sum	12,000.00	Lump Sum	12,000.00	Lump Sum	6,000.00	Lump Sum	6,000.00	Lump Sum	6,000.00	Lump Sum	6,000.00	Lump Sum	6,000.00		
9	Abandon Groundwater Observation Wells	6	EA	900.00	5,400.00				500.00	3,000.00	500.00	3,000.00	-77.8%	Lump Sum	5,100.00	Lump Sum	5,400.00	Lump Sum	6,790.00	Lump Sum	2,700.00	Lump Sum	4,500.00	Lump Sum	4,500.00	Lump Sum	4,500.00		
10	Trench Foundation Stabilization	200	CY	52.00	10,400.00				50.00	10,000.00	50.00	10,000.00	-3.8%	Lump Sum	7,700.00	Lump Sum	10,600.00	Lump Sum	6,000.00	Lump Sum	5,000.00	Lump Sum	4,000.00	Lump Sum	4,000.00	Lump Sum	4,000.00		
11	Imported Trench Backfill	3,400	CY	16.00	54,400.00				15.00	51,000.00	15.00	51,000.00	-3.1%	Lump Sum	29,200.00	Lump Sum	29,500.00	Lump Sum	17,000.00	Lump Sum	57,800.00	Lump Sum	59,500.00	Lump Sum	51,000.00	Lump Sum	51,000.00		
12	Crushed Surfacing Base Course	80	TN	21.00	1,680.00				20.00	1,600.00	20.00	1,600.00	38.1%	Lump Sum	1,600.00	Lump Sum	2,000.00	Lump Sum	3,200.00	Lump Sum	4,800.00	Lump Sum	3,000.00	Lump Sum	2,400.00	Lump Sum	2,400.00		
13	Crushed Surfacing Top Course	1,140	TN	25.00	28,500.00				20.00	22,800.00	20.00	22,800.00	16.0%	Lump Sum	25,080.00	Lump Sum	27,930.00	Lump Sum	26,500.00	Lump Sum	34,200.00	Lump Sum	34,200.00	Lump Sum	27,360.00	Lump Sum	27,360.00		
14	HMA CI-1/2 PG 58-22 or 64-22	442	TN	110.00	48,620.00				115.00	50,830.00	110.00	48,620.00	0.0%	Lump Sum	66,300.00	Lump Sum	65,416.00	Lump Sum	46,410.00	Lump Sum	70,720.00	Lump Sum	100.00	Lump Sum	44,200.00	Lump Sum	44,200.00		
15	Manhole 48 In. Diam.	20	EA	6,400.00	128,000.00				5,000.00	100,000.00	4,900.00	98,000.00	-23.4%	Lump Sum	200,000.00	Lump Sum	98,000.00	Lump Sum	100,100.00	Lump Sum	115,000.00	Lump Sum	6,000.00	Lump Sum	120,000.00	Lump Sum	120,000.00		
16	PVC Sewer Pipe, 6 In. Diam.	131	LF	73.00	9,583.00				42.00	5,502.00	60.00	7,800.00	-17.8%	Lump Sum	18,340.00	Lump Sum	148.00	Lump Sum	17.50	Lump Sum	4,800.00	Lump Sum	15.00	Lump Sum	4,000.00	Lump Sum	4,000.00		
17	PVC Sewer Pipe, 8 In. Diam.	3,497	LF	150.00	524,550.00				74.00	258,778.00	63.00	220,311.00	-58.0%	Lump Sum	279,760.00	Lump Sum	110.00	Lump Sum	394,870.00	Lump Sum	16,244.00	Lump Sum	80.00	Lump Sum	13,100.00	Lump Sum	10,480.00		
18	PVC Sewer Pipe, 10 In. Diam.	126	LF	83.00	10,458.00				45.00	5,670.00	80.00	10,080.00	-3.6%	Lump Sum	11,970.00	Lump Sum	82.00	Lump Sum	10,332.00	Lump Sum	130.30	Lump Sum	125.00	Lump Sum	437,126.00	Lump Sum	437,126.00		
19	PVC Sewerage Force Main, 4 In. Diam.	1,359	LF	45.00	61,065.00				28.00	38,332.00	26.00	35,594.00	-42.2%	Lump Sum	42,438.00	Lump Sum	30.00	Lump Sum	41,070.00	Lump Sum	68,712.00	Lump Sum	52,022.00	Lump Sum	88,965.00	Lump Sum	88,965.00		
20	Air Valve Station	1	EA	8,800.00	8,800.00				7,000.00	7,000.00	7,000.00	7,000.00	-27.3%	Lump Sum	7,000.00	Lump Sum	8,300.00	Lump Sum	9,700.00	Lump Sum	14,500.00	Lump Sum	15,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00		
21	Trench Safety Systems	1	LS	342,000.00	342,000.00	Lump Sum	1,000.00	Lump Sum	180,000.00	180,000.00	1,000.00	180,000.00	-47.4%	Lump Sum	8,300.00	Lump Sum	13,600.00	Lump Sum	15,000.00	Lump Sum	8,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00		
22	Exhaustory Excavations	1	LS	15,300.00	15,300.00	Lump Sum	4,000.00	Lump Sum	5,000.00	5,000.00	4,000.00	5,000.00	-67.3%	Lump Sum	8,000.00	Lump Sum	5,200.00	Lump Sum	9,650.00	Lump Sum	8,000.00	Lump Sum	8,500.00	Lump Sum	8,500.00	Lump Sum	8,500.00		
23	Excavations	1	LS	400.00	400.00	Lump Sum	100.00	Lump Sum	500.00	500.00	100.00	500.00	25.0%	Lump Sum	1,000.00	Lump Sum	600.00	Lump Sum	600.00	Lump Sum	500.00	Lump Sum	500.00	Lump Sum	500.00	Lump Sum	500.00		
24	Side Sewer Cleanouts	8	EA	800.00	6,400.00				300.00	2,400.00	320.00	2,560.00	-60.0%	Lump Sum	4,000.00	Lump Sum	4,800.00	Lump Sum	6,290.00	Lump Sum	750.00	Lump Sum	500.00	Lump Sum	4,000.00	Lump Sum	4,000.00		
25	Connect Existing Side Sewer to New Side Sewer	8	EA	2,200.00	17,600.00				300.00	2,400.00	500.00	4,000.00	-77.3%	Lump Sum	4,000.00	Lump Sum	4,800.00	Lump Sum	6,290.00	Lump Sum	785.00	Lump Sum	600.00	Lump Sum	6,400.00	Lump Sum	6,400.00		
26	Connect New 6 In. Force Main to Existing MH SR	1	LS	8,900.00	8,900.00	Lump Sum	3,000.00	Lump Sum	3,500.00	3,500.00	3,000.00	3,500.00	-60.7%	Lump Sum	4,000.00	Lump Sum	6,900.00	Lump Sum	10,050.00	Lump Sum	7,200.00	Lump Sum	9,500.00	Lump Sum	9,500.00	Lump Sum	9,500.00		
27	Connect New 6 In. Force Main to Existing Hospital Drive Pump Station Force Main	1	LS	2,100.00	2,100.00	Lump Sum	6,000.00	Lump Sum	10,000.00	10,000.00	6,000.00	6,000.00	-37.2%	Lump Sum	4,000.00	Lump Sum	1,100.00	Lump Sum	23,450.00	Lump Sum	3,500.00	Lump Sum	3,500.00	Lump Sum	15,000.00	Lump Sum	15,000.00		
28	Connect Existing Force Main to MH 20-2-20	1	LS	6,400.00	6,400.00	Lump Sum	3,000.00	Lump Sum	4,800.00	4,800.00	3,000.00	4,800.00	-25.0%	Lump Sum	10,000.00	Lump Sum	7,000.00	Lump Sum	19,315.00	Lump Sum	2,000.00	Lump Sum	25,000.00	Lump Sum	25,000.00	Lump Sum	25,000.00		
29	Connect New 8 In. Sewer to Existing MH 18A	1	LS	4,800.00	4,800.00	Lump Sum	6,000.00	Lump Sum	4,800.00	4,800.00	6,000.00	4,800.00	0.0%	Lump Sum	10,000.00	Lump Sum	7,000.00	Lump Sum	19,315.00	Lump Sum	2,000.00	Lump Sum	25,000.00	Lump Sum	25,000.00	Lump Sum	25,000.00		
30	Steading, Fertilizing, and Mulching	7,650	SY	1.50	11,475.00				0.50	3,825.00	1.25	9,562.50	-53.3%	Lump Sum	2,000.00	Lump Sum	7,650.00	Lump Sum	5,737.50	Lump Sum	1.20	Lump Sum	9,180.00	Lump Sum	0.75	Lump Sum	5,737.50		
31	Erosion Control Blanket	100	SY	2.20	220.00				5.00	500.00	6.00	600.00	172.7%	Lump Sum	2,000.00	Lump Sum	500.00	Lump Sum	600.00	Lump Sum	6.00	Lump Sum	600.00	Lump Sum	10.00	Lump Sum	1,000.00		
32	Lawn Removal and Restoration	3,640	SY	2.20	8,008.00				2.00	7,280.00	11.50	41,960.00	422.7%	Lump Sum	32,750.00	Lump Sum	32,750.00	Lump Sum	40,040.00	Lump Sum	12.00	Lump Sum	43,680.00	Lump Sum	5.00	Lump Sum	18,200.00		

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		TRICO CONTRACTING INC. PO		STRIDER CONSTRUCTION INC.		DIFFERENCE FROM ENGR EST.		D.D.J. CONSTRUCTION CO INC.		COLAGURCIO BROTHERS 3287		G.G. EXCAVATION INC. 8669		CALLEN CONSTRUCTION INC.		INTERWEST CONSTRUCTION					
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT		
33	Preservation, Removal, and Restoration For Painting Areas	1	LS	4,000.00	4,000.00	Lump Sum	5,000.00	Lump Sum	14,000.00	250.0%	Lump Sum	7,500.00	Lump Sum	5,300.00	Lump Sum	33,000.00	Lump Sum	31,000.00	Lump Sum	50,000.00	Lump Sum	50,000.00			
34	Brickyard Creek Undercrossing	1	LS	24,000.00	24,000.00	Lump Sum	35,000.00	Lump Sum	20,000.00	-18.7%	Lump Sum	28,000.00	Lump Sum	19,500.00	Lump Sum	35,305.00	Lump Sum	27,500.00	Lump Sum	45,000.00	Lump Sum	45,000.00			
35	Hollcamp Pump Station	1	LS	350,000.00	350,000.00	Lump Sum	381,000.00	Lump Sum	343,000.00	-2.0%	Lump Sum	410,000.00	Lump Sum	358,000.00	Lump Sum	395,495.00	Lump Sum	470,000.00	Lump Sum	485,000.00	Lump Sum	485,000.00			
36	Trench Safety Systems for Hollcamp Pump Station	1	LS	71,000.00	71,000.00	Lump Sum	6,000.00	Lump Sum	25,000.00	-64.8%	Lump Sum	85,000.00	Lump Sum	70,000.00	Lump Sum	54,625.00	Lump Sum	5,000.00	Lump Sum	25,000.00	Lump Sum	25,000.00			
37	Hospital Drive Pump Station	1	LS	268,000.00	268,000.00	Lump Sum	320,000.00	Lump Sum	317,000.00	-18.3%	Lump Sum	330,000.00	Lump Sum	305,000.00	Lump Sum	312,000.00	Lump Sum	302,000.00	Lump Sum	435,000.00	Lump Sum	435,000.00			
38	Trench Safety Systems for Hospital Drive Pump Station	1	LS	73,000.00	73,000.00	Lump Sum	6,000.00	Lump Sum	25,000.00	-65.8%	Lump Sum	89,000.00	Lump Sum	70,000.00	Lump Sum	54,825.00	Lump Sum	5,000.00	Lump Sum	25,000.00	Lump Sum	25,000.00			
39	Force Account	1	LS	50,000.00	50,000.00	Allowance	50,000.00	Allowance	50,000.00	0.0%	Allowance	50,000.00	Allowance	50,000.00	Allowance	50,000.00	Allowance	50,000.00	Allowance	50,000.00	Allowance	50,000.00			
SUM OF EXTENDED AMOUNTS					2,680,409.00		1,619,057.00		1,888,170.00		2,032,781.50		2,067,411.00		2,304,333.60		2,317,882.00		2,503,290.96		2,406,992.50		2,596,551.90		
SALES TAX ON SUM OF EXTENDED AMOUNTS					214,432.72		129,625.36		151,653.60		162,622.52		165,392.88		184,346.69		185,428.66		185,428.66		192,559.40		192,559.40		
SUM OF EXTENDED AMOUNTS PLUS SALES TAX					2,894,841.72		1,748,682.36		2,039,823.60		2,195,404.02		2,232,803.88		2,488,680.29		2,503,290.96		2,503,290.96		2,696,850.36		2,789,111.30		2,789,111.30
% DIFFERENCE FROM ENGR EST					-36.6%						-24.2%														
% DIFFERENCE FROM WITHDRAWN LOW BID TRICO					17.2%						23.0%														
% DIFFERENCE FROM STRIDER					(844,818.12)						7.1%														
% DIFFERENCE FROM ENGR EST					301,431.24						5.9%														

NOTES:
The Interwest bid did not include the correct quantity for Bid Item 17 per Addendum 3, this was corrected on this bid tabulation

CITY OF SEDRO WOOLLEY, WASHINGTON
 PHASE 2 SR 20 SEWER SYSTEM IMPROVEMENTS
 BID TABULATION

November 29, 2007

Prepared by: Mark A. Frieberger, PE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE			PLATS PLUS INC. 720 Cedar Ave., Unit C WA 98258			THOMCO CONSTRUCTION INC. 13700 - 44th St NE Lake Stevens, WA 98258			SRV CONSTRUCTION INC. PO Box 481 Harbor, WA 98277			BUNO CONSTRUCTION LLC Snohomish, WA 98926		
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
1	Mobilization	1	LS	242,000.00	242,000.00	Lump Sum	220,000.00	Lump Sum	195,000.00	Lump Sum	155,000.00	Lump Sum	300,000.00	Lump Sum	300,000.00			
2	Project Temporary Traffic Control	1	LS	20,000.00	20,000.00	Lump Sum	45,000.00	Lump Sum	95,600.00	Lump Sum	54,500.00	Lump Sum	50,000.00	Lump Sum	50,000.00			
3	Temporary Erosion & Sediment Control (TESC)	1	LS	65,000.00	65,000.00	Lump Sum	52,000.00	Lump Sum	35,000.00	Lump Sum	31,200.00	Lump Sum	10,000.00	Lump Sum	10,000.00			
4	Construction Surveying	1	LS	29,000.00	29,000.00	Lump Sum	20,000.00	Lump Sum	20,000.00	Lump Sum	14,160.00	Lump Sum	25,000.00	Lump Sum	25,000.00			
5	Cleaning And Grubbing	1	LS	18,000.00	18,000.00	Lump Sum	35,000.00	Lump Sum	35,000.00	Lump Sum	48,000.00	Lump Sum	50,000.00	Lump Sum	50,000.00			
6	Pavement Removal	1	LS	90,000.00	90,000.00	Lump Sum	42,000.00	Lump Sum	25,000.00	Lump Sum	11,000.00	Lump Sum	10,000.00	Lump Sum	10,000.00			
7	Abandon Existing Sewers	4,210	LF	13.00	54,730.00	10.00	42,100.00	20.00	84,200.00	1.40	5,894.00	5.00	21,050.00	5.00	21,050.00			
8	Abandon Existing Manholes	10	EA	610.00	6,100.00	2,000.00	20,000.00	1,200.00	12,000.00	1,062.00	10,620.00	700.00	7,000.00	700.00	7,000.00			
9	Abandon Groundwater Observation Wells	6	EA	900.00	5,400.00	1,750.00	10,500.00	2,000.00	12,000.00	736.00	4,416.00	1,000.00	6,000.00	1,000.00	6,000.00			
10	Trench Foundation Stabilization	200	CY	52.00	10,400.00	44.50	8,900.00	50.00	10,000.00	50.00	10,000.00	30.00	6,000.00	30.00	6,000.00			
11	Imported Trench Backfill	3,400	CY	16.00	54,400.00	40.00	136,000.00	30.00	102,000.00	27.15	92,310.00	15.00	51,000.00	15.00	51,000.00			
12	Crushed Surfacing Base Course	80	TN	21.00	1,680.00	22.00	1,760.00	50.00	4,000.00	75.00	6,000.00	19.00	1,440.00	19.00	1,440.00			
13	Crushed Surfacing Top Course	1,140	TN	25.00	28,500.00	20.00	22,800.00	28.00	31,920.00	39.55	34,827.00	20.00	22,800.00	20.00	22,800.00			
14	HMA CI -12 PG 58-22 or 64-22	442	TN	110.00	48,620.00	105.00	46,410.00	116.00	51,272.00	119.20	52,686.40	105.00	46,410.00	105.00	46,410.00			
15	Manhole 48 In. Diam	20	EA	6,400.00	128,000.00	4,800.00	96,000.00	4,050.00	81,000.00	6,230.00	124,600.00	6,000.00	120,000.00	6,000.00	120,000.00			
16	PVC Sewer Pipe, 6 In. Diam.	131	LF	73.00	9,563.00	175.00	22,925.00	65.00	8,515.00	75.00	9,875.00	100.00	13,100.00	100.00	13,100.00			
17	PVC Sewer Pipe, 8 In. Diam.	3,497	LF	150.00	524,550.00	115.00	402,155.00	124.00	433,628.00	170.00	594,490.00	200.00	699,400.00	200.00	699,400.00			
18	PVC Sewage Force Main, 4 In. Diam.	125	LF	83.00	10,375.00	59.00	7,434.00	40.00	5,040.00	101.00	12,726.00	100.00	12,600.00	100.00	12,600.00			
19	PVC Sewage Force Main, 6 In. Diam.	1,369	LF	45.00	61,605.00	50.00	68,450.00	30.00	41,070.00	30.00	41,070.00	110.00	150,590.00	110.00	150,590.00			
20	Air Valve Station	1	EA	8,800.00	8,800.00	5,500.00	5,500.00	4,500.00	4,500.00	9,000.00	9,000.00	12,000.00	12,000.00	12,000.00				
21	Trench Safety Systems	1	LS	342,000.00	342,000.00	Lump Sum	35,000.00	Lump Sum	20,000.00	Lump Sum	0.01	Lump Sum	242,000.00	Lump Sum	242,000.00			
22	Exploratory Excavations	1	LS	15,300.00	15,300.00	Lump Sum	22,500.00	Lump Sum	31,000.00	Lump Sum	8,260.00	Lump Sum	5,000.00	Lump Sum	5,000.00			
23	Trench Safety Systems for Exploratory Excavations	1	LS	400.00	400.00	Lump Sum	4,000.00	Lump Sum	10,000.00	Lump Sum	0.01	Lump Sum	2,000.00	Lump Sum	2,000.00			
24	Side Sewer Cleanouts	8	EA	800.00	6,400.00	500.00	4,000.00	1,500.00	12,000.00	960.00	2,880.00	200.00	1,600.00	200.00	1,600.00			
25	Connect Existing Side Sewer to New Side Sewer	8	EA	2,200.00	17,600.00	730.00	5,840.00	1,500.00	12,000.00	915.00	7,320.00	1,000.00	8,000.00	1,000.00	8,000.00			
26	Connect New 6 In. Force Main to Existing MH SR 20-2-3	1	LS	8,900.00	8,900.00	Lump Sum	6,800.00	Lump Sum	6,000.00	Lump Sum	5,000.00	Lump Sum	10,000.00	Lump Sum	10,000.00			
27	Connect New 4 In. Force Main to Existing Hospital Drive Pump Station Force Main	1	LS	2,100.00	2,100.00	Lump Sum	4,500.00	Lump Sum	5,500.00	Lump Sum	4,100.00	Lump Sum	4,000.00	Lump Sum	4,000.00			
28	Connect Existing Force Main to MH 20-2-20	1	LS	6,400.00	6,400.00	Lump Sum	3,600.00	Lump Sum	7,500.00	Lump Sum	6,000.00	Lump Sum	10,000.00	Lump Sum	10,000.00			
29	Connect New 8 In. Sewer to Existing MH 19A	1	LS	4,800.00	4,800.00	Lump Sum	3,300.00	Lump Sum	4,500.00	Lump Sum	7,700.00	Lump Sum	5,000.00	Lump Sum	5,000.00			
30	Seeding, Fertilizing, and Mutching	7,650	SY	1.50	11,475.00	4.00	30,600.00	1.45	11,092.50	1.40	10,710.00	1.00	7,650.00	1.00	7,650.00			
31	Erosion Control Blanket	100	SY	2.20	220.00	8.00	800.00	20.00	2,000.00	8.85	885.00	10.00	1,000.00	10.00	1,000.00			
32	Lawn Removal and Restoration	3,640	SY	2.20	8,008.00	8.00	29,120.00	16.00	58,240.00	10.60	38,584.00	11.00	40,040.00	11.00	40,040.00			

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		PLATS PLUS INC. 720 Cedar Ave., Unit C WA 98258	THOMCO CONSTRUCTION INC. 13700 - 44th St NE Lake Stevens, WA 98258	SRV CONSTRUCTION INC. PO Box 481 Harbor, WA 98277	BUNO CONSTRUCTION LLC 20219 99th Ave SE Snohomish, WA 98926
				UNIT PRICE	EXTENDED AMOUNT				
33	Preservation, Removal, and Restoration For Planting Areas	1	LS	4,000.00	4,000.00	Lump Sum	Lump Sum	Lump Sum	Lump Sum
34	Backyard Creek Undercrossing	1	LS	24,000.00	24,000.00	Lump Sum	Lump Sum	Lump Sum	Lump Sum
35	Hulkcamp Pump Station	1	LS	350,000.00	350,000.00	Lump Sum	Lump Sum	Lump Sum	Lump Sum
36	Trench Safety Systems for Hulkcamp Pump Station	1	LS	71,000.00	71,000.00	Lump Sum	Lump Sum	Lump Sum	Lump Sum
37	Hospital Drive Pump Station	1	LS	266,000.00	266,000.00	Lump Sum	Lump Sum	Lump Sum	Lump Sum
38	Trench Safety Systems for Hospital Drive Pump Station	1	LS	73,000.00	73,000.00	Lump Sum	Lump Sum	Lump Sum	Lump Sum
39	Force Account	1	LS	50,000.00	50,000.00	Allowance	Allowance	Allowance	Allowance
SUM OF EXTENDED AMOUNTS					2,680,009.00		2,498,194.50	2,694,898.42	3,115,690.00
SALES TAX ON SUM OF EXTENDED AMOUNTS				8%	214,432.72		199,855.56	215,575.87	249,254.40
SUM OF EXTENDED AMOUNTS PLUS SALES TAX					2,894,441.72		2,698,050.06	2,910,474.29	3,364,934.40
					-6.8%		-6.8%		16.2%
					54.1%		54.3%		82.4%
					31.5%		31.6%		64.1%

NOTES:
The Interwest bid did not include the correct quantity for Bid Item 17 per Addendum 3; this was corrected o

Memorandum

To: Mayor Anderson & City Council Members

From: Patsy Nelson *Patsy*

Date: 12/3/2007

Re: Creation of Stormwater Operating Fund

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 13 2007

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

In the past, the City Council created a stormwater utility. A stormwater operating fund in the accounting system now needs to be created. This fund would receive the utility payments and other revenues as well as paying salaries, and costs incurred by the utility.

Recommendation: Motion to approve Ordinance No. _____ An ordinance creating the stormwater operating fund for the City of Sedro-Woolley, Washington.

ORDINANCE NO.

AN ORDINANCE CREATING THE STORMWATER OPERATING FUND FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON

WHEREAS, the City has established a stormwater utility;

THE CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Stormwater Operating Fund Created

There is created a special fund of the City to be designated the Sedro-Woolley stormwater operating fund. The City covenants and agrees to pay into the stormwater fund all of the gross earnings and revenue derived by the city from the operation of the stormwater utility including charges levied and collected for providing such service. From the stormwater operating fund shall be paid salaries, wages, costs of material and other costs and expenses for the maintenance, upkeep and improvement of the City's stormwater system.

Section 2. This ordinance shall take effect five (5) days from and after its passage, approval, and publication as provided by law.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 12th day of December, 2007; and signed in authentication of its passage this 12th day of December, 2007.

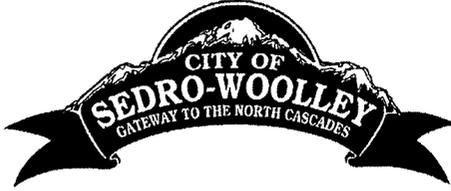
Mike Anderson, Mayor

Attest:

Patsy Nelson, City Clerk

Approved as to form:

Eron Berg, City Attorney



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

**CITY COUNCIL AGENDA
REGULAR MEETING**

DEC 12 2007

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Park fee increase ordinance
DATE: December 12, 2007

ISSUE: Should the Council adopt the attached ordinance changing park use fees?

BACKGROUND: This was prepared by Shane Walley and was reviewed by the Council parks committee and they recommend approval.

	<u>Current</u>	<u>Proposed</u>
Golf course:	\$12.00/\$15.00	\$10.00
Riverfront large shelter	\$100.00	\$175.00
Riverfront small shelter	\$75.00	\$125.00
Memorial park shelter	\$50.00	\$100.00
Bingham park shelter	\$50.00	\$100.00
Hammer park gazebo	none	\$200.00

The attached ordinance increases fees as identified above.

RECOMMENDATION: Motion to adopt Ordinance _____, an ordinance adjusting certain park use fees.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 12.36 TO AMEND AND CREATE CERTAIN USE FEES FOR CITY PARK FACILITIES

Whereas, SWMC 12.36.020 sets fees for use of the City's recreational vehicle park and covered areas, and

Whereas, SWMC 12.36.035 sets fees for use of the City's golf course,

Whereas, the City does not currently charge a fee for the use of certain facilities, and

Whereas, the City Council desires to increase certain fees to reflect current market conditions, decrease certain fees to reflect current market conditions and create new fees to more effectively fund the operation and maintenance of City park facilities,

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

Section 1. SWMC 12.36.020 is amended to increase fees as follows:

B. Fees.

1. A fee of fifteen dollars per night shall be charged in advance for each space rented.

2. A fee of ten dollars per night shall be charged in advance for each tent site at the Riverfront Park recreational vehicle facility.

C. Reservations.

1. Reservations for the Riverfront Park recreational vehicle facility may be made up to one year in advance at City Hall. Ten spaces will be designated available for reservation. These spaces may be reserved by paying a nonrefundable administrative fee of fifteen dollars plus the daily fee established in subsection B of this section, for the period being reserved at the time the reservation is made.

2. The large covered eating area at the Riverfront Park may be reserved by paying a fee of one hundred seventy five dollars (\$175.00) at the time reservation is made.

3. The small covered eating area at the Riverfront Park may be reserved by paying a fee of one hundred twenty five dollars (\$125.00) at the time reservation is made.

4. The Memorial Park shelter may be reserved by paying a fee of one hundred dollars (\$100.00) at the time reservation is made.

5. The Bingham Park shelter may be reserved by paying a fee of one hundred dollars (\$100.00) at the time reservation is made.

6. If the reservation for park facilities is not canceled at least sixty days before the reservation date, it will not be refunded without approval of the mayor, or his/her designee. If the covered eating area is not reserved, it is available to the public

without charge on a first-come, first-served basis. Reservations may be made at the city clerk's office.

Section 2. SWMC 12.36.020 is amended add the addition of the following sections under 12.36.020(c):

New subsection: The Hammer Heritage Park gazebo may be reserved by paying a fee of two hundred dollars (\$200.00) at the time reservation is made, except, that the City Council may authorize the use of this facility free of charge to the Sedro-Woolley Farmers Market on an annual basis.

Section 3. SWMC 12.36.035 is amended to increase fees as follows:

A. The fee for use of the city golf course shall be ten dollars (\$10.00) per day per person, provided, that this fee shall not apply to the Sedro-Woolley School District if authorized in advance by the City.

Section 4. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 5. 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 December, 2007.

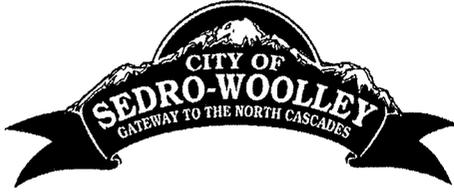
MAYOR

Attest:

City Clerk

Approved as to form:

City Attorney



CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
720 Murdock Street

**CITY COUNCIL AGENDA
REGULAR MEETING**

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

DEC 12 2007

Eron M. Berg

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

City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: University of Washington Resolution
DATE: December 12, 2007

ISSUE: Should the Council approve the attached resolution which indicates the City's support for the concept of the University of Washington locating a branch campus at the Northern State Hospital site?

BACKGROUND: The State-hired consultants have selected the downtown Everett location for the new branch campus – the attached resolution indicates your support for the Sedro-Woolley site and indicates a lack of support for the Everett site. Also attached for your information is a resolution from the County Commissioners on this topic.

RECOMMENDATION: Motion to adopt the attached resolution.

RESOLUTION NO.

A RESOLUTION indicating the City's support for a branch campus of one of the State's universities to serve northwest Washington including Skagit County.

WHEREAS, a majority of the City Council of the City of Sedro-Woolley believe that the location of such a campus would benefit the citizens of the City of Sedro-Woolley; Now, Therefore;

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

Section 1. The City Council does hereby support the concept of locating a branch campus of either the University of Washington or Washington State University in a location that will serve the citizens of Sedro-Woolley and Skagit County.

Section 2. The City Council does not believe that locating a new branch campus in the heart of Washington State's worst traffic in downtown Everett will serve the citizens of Sedro-Woolley, Skagit County, or indeed the citizens of the State of Washington in the long-term.

Section 3. The City Council hereby calls upon the Washington State Legislature to carefully scrutinize the site selection process and consider the long-term needs of the State and reconsider locating a branch campus at the State-owned North Cascades Gateway Center. In the alternative to reconsidering the site selection, the City Council requests that the legislature consider different methods of delivering higher education to Skagit County (i.e., expanding technical programs at Western Washington University, expanding distance opportunities from the UW or WSU, etc.).

PASSED by majority vote of the members of the Sedro-Woolley City Council this 12th day of December, 2007, and signed in authentication of its passage this 13th day of December, 2007.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Clerk/Treasurer

Approved as to form:

Eron Berg, City Attorney

RESOLUTION SHOWING SUPPORT FOR LOCATING A UNIVERSITY OF
WASHINGTON CAMPUS IN NORTH MARYSVILLE

WHEREAS, growth in Skagit, Island, and Snohomish Counties shows the need for a four-year university in the tri-county area, according to studies done by the Assessment of the higher Education Needs of Snohomish, Island and Skagit Counties Area Report in November 2005; and

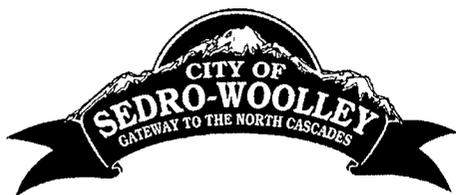
WHEREAS, potential students in Skagit, Island, and Northern Snohomish County need convenient access to a four-year higher education campus through highways and public transportation systems; and

WHEREAS, the selected Everett Station site is substantially less accessible to northern counties and does not provide as efficient commute as the North Marysville site; and

WHEREAS, the North Marysville site offers extensive opportunities for experiential learning and internships with a more central geographic location free of major traffic congestion; and

WHEREAS, we greatly respect the leadership of our 10th, 39th and 40th district representation in the Washington State Legislature who have worked diligently to locate an accessible university for all; and

NOW, THEREFORE BE IT RESOLVED that the Skagit County Board of Commissioners hereby proclaims its support of a University of Washington campus located in North Marysville to best serve the most citizens. The Board directs its intentions to be known to the state's University site selection committee.



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

**CITY COUNCIL AGENDA
REGULAR MEETING**

DEC 12 2007

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

**Eron M. Berg
City Supervisor/City Attorney**

MEMO TO: City Council
FROM: Eron Berg
RE: Employee recognition program
DATE: December 12, 2007

ISSUE: Should the Council adopt the attached ordinance creating an employee recognition program?

BACKGROUND: In follow up to the budget request in the executive budget for the new line item titled "employee recognition," the attached ordinance is the document that creates and authorizes the use of those funds.

The proposed policy allows for the use of City funds in three instances:

1. Service awards given on certain anniversaries;
2. Token awards for appreciation; and
3. Incentive pay for ideas that save taxpayer money.

The ordinance will also allow the use of City funds for employee recognition events like such as an annual employee recognition lunch. The 2008 budget includes funds to implement these programs.

REQUEST FOR ACTION:

1. Motion to adopt the attached ordinance creating an employee recognition program.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY AUTHORIZING THE ESTABLISHMENT OF A SERVICE AWARD RECOGNITION PROGRAM FOR EMPLOYEES

Whereas, the City Council recognizes that its employees are the organization's most important asset and resource for providing quality public service to the people of Sedro-Woolley;

Whereas, the City Council recognizes that the City's employees are long-recognized for their hard work and dedication to their jobs;

Whereas, the City Council desires to implement a program that will allow employees to be rewarded monetarily for suggestions that save the taxpayers' money;

Whereas, the City Council desires to implement a program that will help (1) develop good morale, (2) promote the City mission, goals, efficiency, productivity and customer service, and (3) promote retention of the City's qualified and talented employees;

Whereas, the City Council wishes to identify the circumstances and conditions under which City dollars may be used to support these new programs; Now therefore,

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

Section 1. Purpose. It is the purpose of this section to establish procedures and guidelines under which City funds can be utilized for the purpose of employee recognition.

Section 2. Scope. All employees, elected officials, volunteer firefighters and senior crime watch volunteers are eligible to be included in the program. Seasonal employees are not eligible to be included in the program.

Section 3. "Suggestion" award program. The city establishes a program of awards to stimulate and reward suggestions of city employees which are of benefit to the city. Participation therein shall be limited to non-department head employees unless specifically provided otherwise. The following award is established:

(1) "Suggestion" Award.

(a) To be eligible for a monetary award, a suggestion must make possible an elimination or reduction of city expenditures without substantially impairing an existing city service.

(b) Employees shall not be eligible for an award for suggestions pertaining to subjects assigned for research or development or for problems assigned for solution for which such employee would normally be expected to offer in the line of duty.

(c) The suggestion must propose a change which was not under active consideration by the city department affected at the time the suggestion was made.

(d) If duplicate suggestions are submitted, only the first received shall be eligible for an award.

(e) A suggestion which has been put into effect by the city department concerned must be submitted for award consideration within 60 days of its adoption; provided, that this requirement may be waived by the city council upon recommendation by the city supervisor.

(f) Each employee submitting a suggestion shall execute the following agreement:

In consideration of my participation in the suggestion award program, I hereby agree that the use by the City of Sedro-Woolley of my suggestion concerning (fill in blank with description of suggestion) shall not be the basis of a claim of any nature against the City of Sedro-Woolley by me, my heirs, executors or assigns.

(g) The total amount of a money award shall be 10 percent of the net first year savings (as determined by the finance director); provided, that the maximum amount of such money award shall be \$500.00.

(h) Appropriate commendation of an employee whose adopted suggestion does not merit a money award may be approved by the mayor or city supervisor.

(i) Submitting employees may request that suggestions be kept confidential until date award is paid to employee.

Administration of the "Suggestion" award program:

(1) A suggestion award board shall be created. The board shall be composed of the mayor, city supervisor and one of their designees.

(2) The suggestion award board shall issue administrative rules/procedures for the administration of this awards program and further defining the eligibility and criteria for the awards program, not inconsistent with the requirements set forth herein.

Section 4. Employee recognition program. The City hereby establishes a program of employee recognition to promote good will, foster a sense of pride in affiliation with the

City, promote safety, productivity, reliability, efficiency, dedication, and commitment to the community. Subject to budgetary authority, the Mayor or City Supervisor may authorize the expenditure of funds for the purpose of employee recognition as follows:

A. Service Award Schedule

<u>Years of service</u>	<u>Value of item</u>	<u>Examples of type of item</u>
1	\$ 15.00	City logo hat or mug
5	\$ 35.00	City logo polo shirt/sweater
10	\$ 65.00	City logo jacket/coat/vest
20	\$100.00	City logo article

B. Token Appreciation Awards in an amount not to exceed \$50.00 per award.

C. Meals related to an employee recognition event in an amount that does not exceed the per employee cost of meals covered under the City's expense reimbursement policy.

Section 5. Implementation. During the first full year of the program, all eligible participants will receive a "catch-up provision." Employees with 1-4 years of service will receive the 1 year recognition item; employees with 5-9 years of service will receive the 5 year recognition item; employees with 10-19 years of service will receive the 10 year recognition item, and employees with 20 or more years of service will receive the 20 year recognition item. In future years, employees will receive service awards only for their specific anniversary date.

Section 6. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 7. 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 December, 2007.

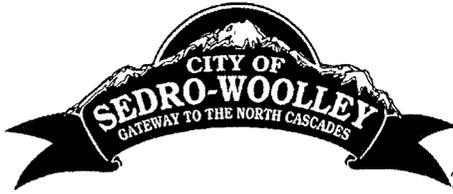
MIKE ANDERSON, MAYOR

Attest:

Patsy Nelson, City Clerk

Approved as to form:

Eron Berg, City Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2007

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
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Mark A. Freiburger, PE
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiburger, PE
RE: **Snow & Ice Control Policy**
DATE: December 6, 2007 (for Council review December 12, 2007)

ISSUE:

At the 11/28/07 Council meeting council requested information on the City's policy for Snow Plowing.

DISCUSSION:

Attached is current SNOW REMOVAL POLICY last updated in 2005, along with subsequent edits in letter form. Also attached is a draft SNOW AND ICE CONTROL POLICY proposed to replace the older policy.

I have reviewed the current policy with Street Foreman Ray Melton and find that the policy is in working condition. Briefly, Ray implements the Policy based on any one or combination of the first six letter points noted in Section 2. During non-working hours, the on duty Police officer will call the Foreman, or next in line on the STREET DEPARTMENT ON CALL LIST in the event that Ray is not available, to notify Street of snow or ice conditions warranting response according to the policy (2" of snow accumulation or hazardous conditions due to ice). Ray understands that the Central Business District will have first priority (after initial plowing operations are completed) when snow removal is required.

The 2005 document is however out of date and as a result I have made a first cut to update it and clarify the policy. I will revise the document after council reviews this first draft, and if necessary present it to council for a subsequent review before finalizing it. I also plan to do a more thorough comparison with similar policies from other Agencies.

Changes in the draft policy include but are not limited to: Re-titled to reflect the overall purpose of the Policy; Update of Section 2 to define implementation; Update of Section 4 to emphasize removal of snow from the Central Business District; Update of primary plow routes noted in Section 5; Update to equipment list noted in Section 10.

Council comments are appreciated.

CURRENT POLICY

area 2005

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
Building, Planning & Engineering
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

SNOW REMOVAL POLICY

1. Introduction

The City of Sedro-Woolley believes that it is in the best interest of the residents for the City to assume basic responsibility for control of snow and ice on city streets. The two state highways running through the community are the responsibility of the State Department of Transportation. Reasonable ice and snow control is necessary for routine travel and emergency services. The City will provide such control in a safe and cost effective manner, keeping in mind safety, budget, personnel and environmental concerns. The City will use city employees, equipment and/or private contractors to provide this service.

2. When will City start snow or ice control operations?

The Street Foreman will decide when to begin snow or ice control operations. The criteria for that decision will be one or more of the following:

- A. Snow accumulation of two inches or more;
- B. Drifting of snow that causes problems for travel;
- C. Icy conditions with seriously affect travel;
- D. Time of snowfall in relationship to heavy use of streets
- E. Slick roads or intersections causing hazardous skidding of vehicles
- F. The director of Public Works or on-duty police officer determines if snow removal should begin.
- G. Members of street crew living within the City will be asked to respond first to minimize delays, reduce excessive overtime and minimize risk.

3. How snow will be plowed.

Snow will be plowed in a manner so as to minimize any traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right. The discharge shall go onto the center area of the street. In times of extremely snowfall, streets will not always immediately be able to be completely cleared of snow.

4. **Snow Removal**

The Street Foreman will determine when snow will be removed with heavy equipment listed in Section II from the area. Such snow removal will occur in areas where there is no room on the street for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel, and budget availability. The snow storage area will be located so as to minimize environmental problems.

5. **Priorities and schedule for which streets will be plowed.**

The city has classified city streets based on the street function, traffic volume, and importance to the welfare of the community. Those streets classified as "Snow Plow Routes" will be plowed first. These are high volume, which connect major sections of the city and provide access for emergency, fire, police and medical services. (*Need list of streets*)

The second priority streets are those streets providing access to schools and commercial businesses. The third priority streets are low volume residential streets. The fourth priority areas are alleys and city parking lots.

6. **Work Schedule for Snowplow Operators**

Snowplow operators will be expected to work eight-hour shifts. In severe snow emergencies, operators may have to work in excess of eight-hour shifts. However, because of budget and safety concerns, no operator shall work more than a 12-hour shift in any 24-hour period and every effort will be made to keep overtime to a minimum. Operators will take a 15-minute break every two hours with a half-hour meal break after four hours. After a 12-hour day, the operators will be replaced if additional qualified personnel are available.

7. **Weather Conditions**

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of city employees and equipment. Factors that may delay snow and ice control operations include: severe cold, significant winds and limited visibility.

8. **Use of sand, salt and other chemicals**

The City will use sand, salt and other chemicals when there are hazardous ice or slippery conditions. The City is concerned about the effect of such chemicals on the environment and will use them only when other measures are not effective.

9. **Sidewalks and City Parking Lots**

The City will maintain some of the sidewalks in the downtown area. As there is a limited number of personnel available, the city will only maintain those sidewalks and city parking lots after the streets have been plowed.

10. **City Equipment available for snow plowing**

1 – 1966 Cat Grader
1 – 1984 Ford F350 with snow plow & sander box (see No. 12 below)

11. **City Equipment available for snow removal**

1 – 5 cubic yard dump truck
1 – Cat IT14G front-end loader
1 – Rubber tired backhoe with front bucket
1 – 1996 Int. 12 cubic yard dump truck

12. **City Equipment for street sanding.**

1 – Asphalt hot patch machine to discharge hot sand through the use of an attachment
1 – 1984 Ford F350 with sander box and snow plow (see No. 10 above)

13. **Material Storage**

30 cubic yards of sand will be stored at street shop after November 1st of each year.

14. **Notification of work force**

Street Foreman will activate snow removal operations during normal working hours. After hours, snow removal operation will only be activated according to section 2.

Citizens may report hazardous road conditions to the 911 dispatcher 24 hours a day.

DATE: January 7, 2005

TO: Rick Blair
P/W Dir. / City Eng.

FROM: Ray Melton
Street/Cemetery Foreman

SUBJECT: Ref: Snow Removal Policy

Item No. 5 List of streets – “Snow Plow Routes”.

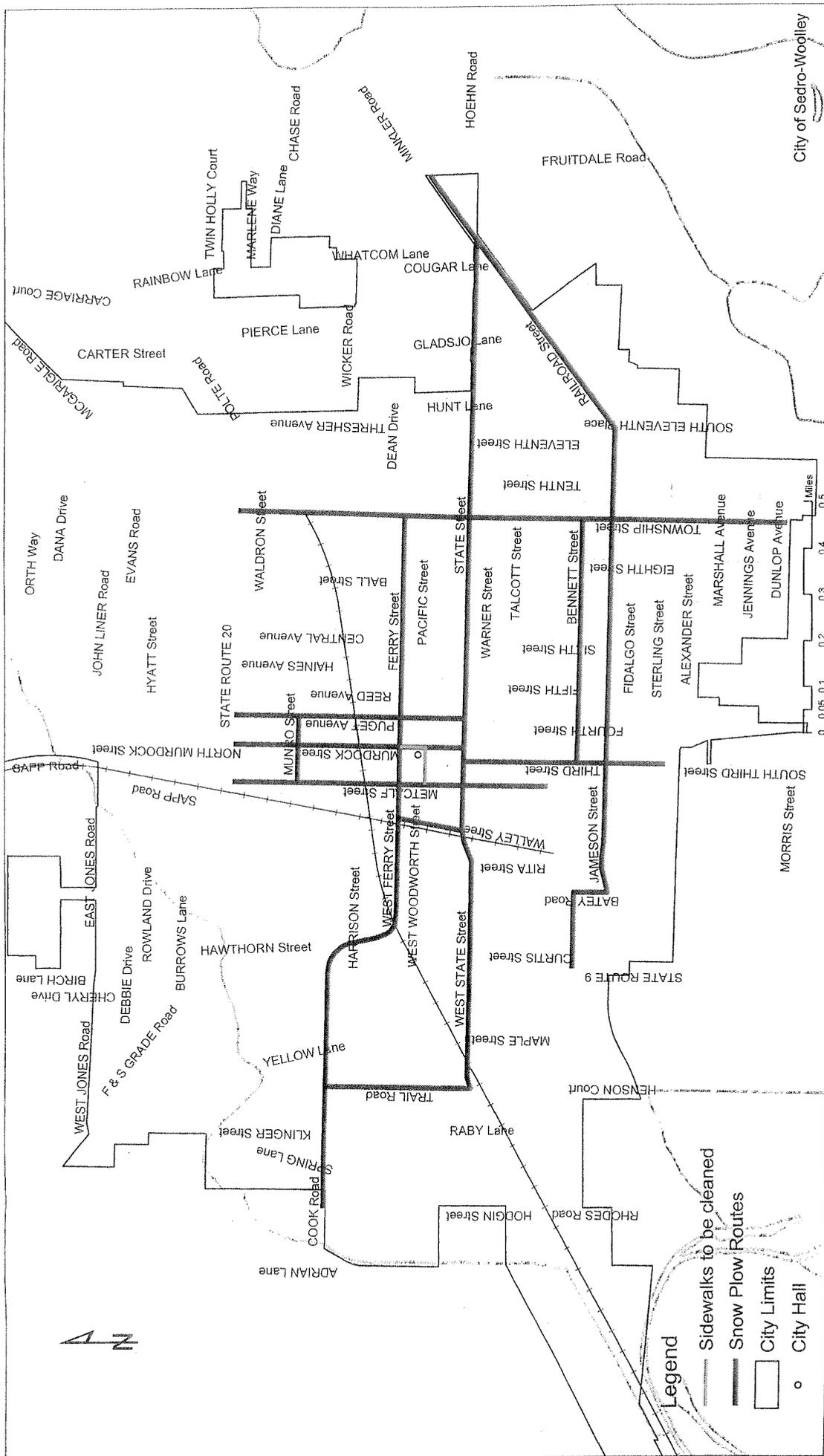
- (1) State Street – Include Trail Rd to Cook Rd and Minkler Rd to Fruitdale Rd.
- (2) Township St – River Rd. to SR20.
- (3) Ferry St-Includes Cook Rd City limits to Township St.
- (4) Eastern St. – All
- (5) Metcalf St. – All
- (6) 3rd St. – City Limits to State St.
- (7) Murdock St. State St. to SR20
- (8) Woodworth St – Murdock to Eastern
- (9) Puget St – 4th to SR20
- (10) Jameson St. – Includes W. Nelson, Batey and RR Ave. to 4 way intersection @ State, Hohen and Minkler.
- (11) Bennett St. – 3rd to Township
- (12) Munro – Metcalf to Puget (Includes Fire Hall)

Start with Downtown area and move outward with these streets.

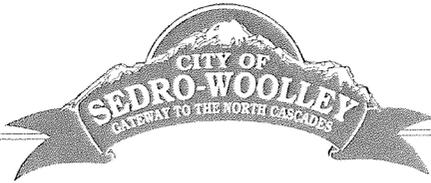
1. Introduction – The State tells me the State Highways – SR9S, SR20 and SR9N within the city limits are the responsibility of the city but as they move through they will plow them.

After the above streets, balance are plowed, one plow on south side and one on north side of SR20.

Street Dept. - Snow Plow Routes



City of Sedro-Woolley



DATE: November 29, 2007

TO: Mark Freiberger
Public Works Dir./City Engineer

FROM: Ray Melton
Street Dept.

SUBJECT: Snow Removable Equipment

The following list of snow removal equipment is available at the Street Dept:

- 1 1984 Ford F350 4WD with plow and sander box – ready to go
- 1 2007 Ford F450 4WD with plow – 5 minutes to install plow
- 1 2006 John Deere Grader with 12 Ft Blade – ready to go
- 1 1985 Ford with Hot Patch box – spinner can be installed to sand streets – spinner takes approx. 15-20 minutes to install.

There is approx. 60 tons of buckshot available at the street dept for sanding streets. The city presently has an open w/o with the county for sand/salt mixture – We just need to pick it up at their yard in Burlington. We get it from them on demand as we have no place to store it and we are both working a snow event at the same time.

Cc: Eron Berg
Shane Walley

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
Building, Planning & Engineering
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

SNOW AND ICE CONTROL POLICY

Effective XXXX

1. **Introduction**

The City of Sedro-Woolley believes that it is in the best interest of the residents for the City to assume basic responsibility for control of snow and ice on city streets. The two state highways running through the community are the responsibility of the State Department of Transportation. Reasonable ice and snow control is necessary for routine travel and emergency services. The City will provide such control in a safe and cost effective manner, keeping in mind safety, budget, personnel and environmental concerns. The City will use city employees, equipment and/or private contractors to provide this service.

2. **When will City start snow or ice control operations?**

The Street Foreman will determine when to implement snow or ice control operations, based on the following criteria:

- A. Snow accumulation of two inches or more;
- B. Drifting of snow that causes problems for travel;
- C. Icy conditions with seriously affect travel;
- D. Time of snowfall in relationship to heavy use of streets;
- E. Slick roads or intersections causing hazardous skidding of vehicles;
- F. The director of Public Works or on-duty police officer determines that snow removal should begin, based on conditions noted in Sections 2.A-E.

During non-working hours, the on-duty police officer will notify the Street Foreman that the conditions noted in Section 2.A through E above are present. If the officer is unable to contact the Foreman, the officer will continue to call as per the current **Street Department On-Call List** until contact is made.

3. **How snow will be plowed.**

Snow will be plowed in a manner so as to minimize any traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to

right. The discharge shall go onto the center area of the street. In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

4. Snow Removal

The Street Foreman will determine when accumulated snow will be removed. Such snow removal will occur in areas where there is no room on the street for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal will concentrate on the Central Business District as first priority. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel, and budget availability. The snow storage area will be located so as to minimize environmental problems.

5. Priorities and schedule for which streets will be plowed.

The city has classified city streets based on the street function, traffic volume, and importance to the welfare of the community. Those streets classified as **Snow Plow Routes** will be plowed first. These are high volume, which connect major sections of the city and provide access for emergency, fire, police and medical services.

Snow Plow Routes

1. State Street – Includes Trail Rd to Cook Rd and Minkler Rd to Fruitdale Rd
2. Township Street – River Rd to SR-20
3. Ferry Street – Includes Cook Rd City limits to Township Street
4. Eastern Street – All
5. Metcalf Street – All
6. 3rd Street – City limits to State Street
7. Murdock Street - State Street to SR-20
8. Woodworth Street – Murdock to Eastern
9. Puget Street – 4th to SR-20
10. Jameson Street – Includes W. Nelson, Batey and RR Avenue to 4-way intersection @ State, Hohen and Minkler
11. Bennett Street – 3rd to Township
12. Munro – Metcalf to Puget (Includes the Fire Hall)

Plowing will start with the Central Business District and move outward per the list.

SR9S, SR20 and SR9N within the city limits are the responsibility of the city but normally WSDOT crews will plow these as they traverse the city.

After the above listed streets are plowed, the remaining city streets will be plowed, according to the priority list noted below, with one plow truck working on south side and one on north side of SR-20 simultaneously.

Second priority streets are those streets providing access to schools and commercial businesses. Third priority streets are low volume residential streets. Fourth priority areas are alleys and city owned parking lots.

6. Work Schedule for Snowplow Operators

Snowplow operators will be expected to work eight-hour shifts. In severe snow emergencies, operators may have to work in excess of eight-hour shifts. However, because of budget and safety concerns, no operator shall work more than a 12-hour shift in any 24-hour period and every effort will be made to keep overtime to a minimum. Operators will take a 15-minutes break every two hours with a half-hour meal break after four hours. After a 12-hour day, the operators will be replaced if additional qualified personnel are available.

7. Weather Conditions

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of city employees and equipment. Factors that may delay snow and ice control operations include: severe cold, significant winds and limited visibility.

8. Use of sand, salt and other chemicals

The City will use sand, salt and other chemicals when there are hazardous ice or slippery conditions. The City is concerned about the effect of such chemicals on the environment and will use them only when other measures are not effective. Currently the city obtains treated sand from Skagit County for use in sanding operations.

9. Sidewalks

The City will maintain some of the sidewalks (*PROVIDE LIST*) in the downtown area. As there is a limited number of personnel available, the city will only maintain those sidewalks and city parking lots after the streets and city owned parking lots have been plowed.

10. City Equipment available for snow plowing

- 1 – 1984 Ford F350 4WD with plow and sander box (see No. 12 below)
- 1 – 1985 Ford with Hot Patch box – spinner can be installed to sand streets – spinner takes approx. 15-20 minutes to install
- 1 – 2006 John Deere Grader with 12 ft blade
- 1 – 2007 Ford F450 4WD with plow – 5 minutes to install plow

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13. Material Storage

30 cubic yards of sand will be stored at street shop after November 1st of each year.

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Street Foreman will activate snow removal operations during normal working hours. After hours, snow removal operation will only be activated according to section 2. Members of street crew living within the City will be asked to respond first to minimize delays, reduce excessive overtime and minimize risk.

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