

Next Ord: 1616-08  
Next Res: 769-08

## MISSION STATEMENT

The mission of the Sedro-Woolley City government is to provide selected services that are not traditionally offered by the private sector. This will be achieved through providing the highest quality services we can within the resources with which we're provided; involving residents in all aspects of planning and operations; serving as a clearinghouse for public information; and operating facilities which meet the legitimate, identified concerns of the residents of and visitors to our community.

We believe in being community-centered, consistently contributing to the quality of life in our area and as fully deserving of the public's trust through the consistent expression of positive values and acceptance of accountability for producing meaningful results.

## CITY COUNCIL AGENDA

July 9, 2008

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf 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 July 1, 2008 Work Session)
  - b. Finance
    - Claim Vouchers #63820 to #63954 for \$572,837.86
    - Payroll Warrants #42887 to #42992 for \$238,602.24
  - c. Professional Services Agreement for Right-of-Way Support Services - Universal Field Services
  - d. Professional Services Agreement for SR-9 Township Sewer Project - Reichhardt & Ebe
4. Public Comment (Please limit your comments to 3-5 minutes)

### PUBLIC HEARING

### UNFINISHED BUSINESS

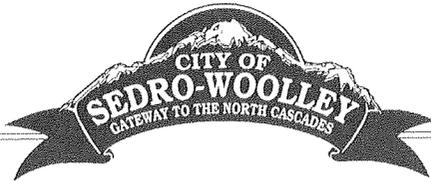
5. Sedro-Woolley Bark Park (approval of Riverfront Park location)
6. Recap - Council & Staff Retreat on June 12, 2008 (*tabled from June 25, 2008 meeting*)

### NEW BUSINESS

7. Utility Relocation Ordinance (*action requested*)  
*Draft Ordinance providing framework for ordering utilities to relocate as required by the City*
8. Township Sanitary Sewer Project (*action requested*)  
*Authorizing the Mayor to award the bid and delegating authority to the Public Works Director*

### COMMITTEE REPORTS AND REPORTS FROM OFFICERS

### EXECUTIVE SESSION/YES



DATE: July 9, 2008

TO: Mayor Anderson and City Council

FROM: Patsy Nelson, Finance Director

SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT CALENDAR

1. CALL TO ORDER - The Mayor will call the July 9, 2008 Regular Meeting to Order. The Finance Director 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.

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
June 25, 2008 – 7:00 P.M. – City Hall Council Chambers

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, Rick Lemley and Dennis London. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiburger, Planner Moore, Sergeant Dougher and Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #63719 to #63819 for \$217,927.57 (Voided Warrant #63720)
  - Payroll Warrants #42780 to #42886 for \$175,102.96
- Request for Use of Riverfront Park for *A Midsummer Nights Dream* by Shakespeare Northwest on July 12<sup>th</sup> & 13<sup>th</sup>
- Employment Contract Amendment – Fire Chief – 2008 – 2011
- Award of Bid – Police Vehicles – North Cascade Ford

Councilmember Lemley moved to approve the consent calendar. Seconded by Councilmember Meamber. Motion carried (5-0).

Public Comments

Dennis O'Neil – 109 Talcott St., addressed Council regarding discussions on the location of a Bark Park. He expressed his disappointment with the proposed location of the bark park being turned back around to Bingham Park from Riverfront Park again noting the parking and congestion issues with the Bingham Park location.

Glenn Allen – 316 Talcott St., thanked the City for the crack sealing and other projects being done to get the town into shape for the upcoming Loggerodeo celebration.

Rick Judd – 1310 Fruitdale Road, speaking on behalf of friends and neighbors in the Fruitdale Road area as to the discrepancy of the speed limits within the area. He noted various speed limits within the vicinity and requested the speed be limited to 25 mph.

## **PUBLIC HEARING**

Six-Year Transportation Improvement Plan (TIP) 2009 – 2014 Adoption by Resolution  
Engineer Freiberger reviewed the annual 6-year TIP and spoke of the process and the funding benefits. He discussed the City's procedure of including arterial projects which do not have to be included. Freiberger did however include them this year in order to maintain consistency. He noted the addition of the Jameson/SR20 to the list and requested Council adopt the proposed TIP.

Discussion took place regarding the titling of Item #16 being labeled Rhodes Road and should read Hodgins St. Freiberger noted he would see the correction is made.

Mayor Anderson opened the public hearing at 7:12 P.M.

No comment received.

Mayor Anderson closed the public hearing at 7:13 P.M.

Questions arose regarding the listing of Third Street repairs.

Councilmember Meamber moved to adopt Resolution No. 768-08 A Resolution Adopting the Six-Year Transportation Improvement Program for the City of Sedro-Woolley, Washington 2009 – 2014. Seconded by Councilmember Requa. Motion carried (5-0).

## **UNFINISHED BUSINESS**

### Sedro-Woolley Bark Park (possible locations)

City Supervisor/Attorney Berg reviewed background information regarding the Bark Park proposal and listed the locations that were considered. He spoke of the commitment of Rotary funding for the park with very limited resources being provided by the City. He noted after review of all city-owned locations, including Riverfront Park, it is believed by City staff that Bingham Park to be the best location.

Councilmember Meamber expressed concern that there are a couple of Councilmember's are missing who in the past have expressed concerns. Meamber felt in all fairness the topic should be tabled.

Councilmember Meamber moved to table the topic to the July 9, 2008 Council meeting. Seconded by Councilmember Splane. Motion carried (5-0).

Glenn Allen – stated that he believes Riverfront Park to be the best location. He noted the more convenient the location the more use the park will have. He also stated he believed the fencing issue to be a mute point and should not be considered against the project.

Rick Judd – commented that there has been too much of Bingham Park taken already with the new road and Parks Building.

Mayor Anderson noted the proposed location is not inside the park but just outside within right of way that the City currently mows and maintains.

Beth Rathvon – Clear Lake and volunteer for SPOT. She noted the two busy highways on either side of Bingham Park should a dog inadvertently get out. She also suggested in design of the park that all gates be doubled and encouraged a small dog area and a large dog area. Rathvon noted consideration should be taken for drainage. She spoke of a dog park located at Helmick Road and leash restrictions.

Councilmember Requa presented some history on the dog park at Helmick Road on land belonging to Skagit County. He noted that the current County plan does not include a dog park and in order to have a dog park, the County comprehensive plan would have to be changed. Requa also noted in the review of potential sites for the bark park no consideration has been give to City-owned land near the Cemetery which is currently used by Youth Football and Little League. Requa suggested that site be looked at as he believes there will be ample time because the Rotary Board has postponed the funding to the Bark Park due to issues with completion of the Senior Center project.

Councilmember Splane relayed comments he received on dog parks becoming odorous after a short time because people do not pick up after their dogs.

Mayor Anderson called for the vote to the motion on the floor. Motion carried (5-0).

#### Recap – Council & Staff Retreat (June 12, 2008)

City Supervisor/Attorney Berg requested the recap of the Council and Staff retreat be delayed to the next Council meeting when all Councilmember's are present. He noted this will enable all Councilmember's to be present to review and comment on the 5-year business plan which was a result of the retreat. Berg then discussed comments made by citizens in the Public Comment period of the Council meetings regarding Economic Development and whether or not cities should be involved. He cited RCW 35.21.703 which states "It shall be in the public purpose for all cities to engage in Economic Development programs. In addition cities may contract with non-profit corporations in furtherance of this and other acts relating to Economic Development". He noted this clearly shows that is should be the City's mission to be engaged in Economic Development.

Several Councilmember's expressed favorable comments on the retreat.

## **NEW BUSINESS**

### Preliminary Long Plat Approval for Cascadia Estates (LP04-07)

Councilmember Requa requested himself due to a conflict of interest as the applicant is a client of Skagit Surveyors & Engineers. Councilmember Requa left the meeting at 7:45 P.M.

Planner Moore reviewed the preliminary Long Plat for Cascadia Estates LP-4-07 located near the intersection at Cook and Trail Roads. He noted the proposal will be a combination of single and multi family residential units. The project has been reviewed by staff and the Hearing Examiner. The Hearing Examiner has recommended approval with the conditions placed by staff. Moore also noted that the Council had previously conducted a closed record appeal to allow a reduced parking apron.

Councilmember Meamber noted the lack of the requirement of a signal light at Cook and Trail Road. He expressed concern due to the heavy traffic in the area and noted signal lights should be taken more seriously.

Engineer Freiberger noted that initial review of traffic reports did not warrant a traffic signal; however should Council desire a second review could be requested.

Member pointed out that the School District had requested consideration of the traffic signal.

Discussion ensued regarding funding of a signal light, responsibility of payment and possible mitigation.

Councilmember London moved to approve the preliminary plat of Cascadia Estates subject to conditions contained in the Hearing Examiner's Findings of Fact, Conclusions and Recommendation. Seconded by Councilmember Lemley.

Member questioned future review of the project. It was noted that it will come back before Council at time of final approval. Berg noted that if Council wants consideration for an additional traffic analysis it would need to be stated within the motion.

Councilmember London discussed the closed record appeal and requested the record show that the 10 ft. apron is consistent with City code and the Council did not alter the apron size. It was a Design Review committee recommendation.

Berg clarified that the Council's action modified the Design Review decision consistent with the code.

Motion carried (4-0).

## COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Councilmember London – thanked Attorney Berg for his work on a productive retreat. He also questioned the speed limit on Highway 20 which changes at Rhodes Road in comparison with the speed limit on Cook Road. London believes it to be a safety issue.

Freiberger noted he will be meeting with DOT tomorrow and discuss the request at that time.

Councilmember Lemley – congratulated Courier Times reports Codi Hamblin on her recent engagement announcement. Lemley also thanked City staff for their work in preparation of July 4<sup>th</sup>.

Sergeant Dougher – noted the Department is gearing up for the Loggerodeo events. She also stated they are keeping a visual presence in the downtown area on Friday and Saturday nights trying to curb some of the activity.

Fire Chief Klinger – noted his crews are set for the 4<sup>th</sup> and they continue getting things ready.

Engineer Freiberger – reported he had negotiated a change request with Strider Construction regarding the dewatering issue on the project. Freiberger noted the even with the change order the project is still under budget.

Councilmember London moved to authorize the Public Works Director to execute a change order in the amount of \$27,251.00 Seconded by Councilmember Lemley. Motion carried (4-0).

Freiberger also reported on the bid process for the SR20 sewer project. The pre-construction conference was held with a good turn out. He stated he will be recommending lifting the moratorium in the near future and has also received verbal approval on the Rimmer intersection which needs to be bid and awarded in 2008. He noted design approval has also been received for the F&S Grade Road project. .

The City is receiving the benefit of some pro bono work by Reichhardt & Ebe as a training effort for their younger staff. A request for statement of qualifications have been published for Road Designers for a road design on Jameson from Batey to Highway 9. Consideration is being given for a chip and slurry seal project on Jameson from Third St. to the East. A request for Statement of qualifications for an update to the Stormwater management Plan will be going out next week.

City Supervisor/Attorney Berg – noted the bids for the SR9/Township Trenchless Sewer project will be opened a week from today. Berg noted information items placed at Councilmember stations to include a memo from Will Honea which details the County's proposed settlement with Deluxe. Discussion ensued regarding the Solid Waste Governance Board.

Berg also reported he has signed contracts utilizing the new contract authorization policy. The contracts that have been signed include contracts with Ogden/Murphy Attorney Law Firm for legal advice on public works issues, Guardian Security for installation at the new Police Evidence facility, Economy Fencing for fencing at the new Parks building and a task order was signed to expand a slurry coat project while the contractor was in town. Berg noted the latter was a perfect example of the benefits of the policy.

Finance Director Nelson – welcomed Cheryl Brue as recorder for the meeting. She noted a new process is being tried with transcription of the minutes during the meeting to try to see if the process is more effective and efficient. Nelson also noted a copy of the Seattle NW Securities newsletters which lists some of their star clients which includes Sedro-Woolley.

### **EXECUTIVE SESSION**

The meeting was adjourned to Executive Session for the purpose of litigation at 8:10 P.M. for approximately 10 minutes with no action anticipated.

The meeting reconvened at 8:29 P.M.

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

The meeting adjourned at 8:30 P.M.

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CITY OF SEDRO-WOOLLEY  
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Work Session of the City Council  
July 1, 2008 – 7:00 P.M. – City Hall Council Chambers

The worksession was called to order at 7:01 P.M.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Pat Colgan, Rick Lemley and Dennis London. Planning Commission Members: Rick Judd, Susie Wilson, Pat Huggins (7:10 P.M.) Brett Sandstrom (7:10 P.M.) Staff: City Supervisor/Attorney Berg and Planner Moore.

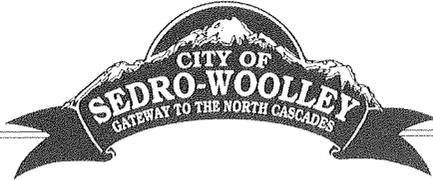
**Planned Residential Development**

- Planner Moore lead a discussion on issues regarding Planned Residential Development Ordinance to include minimum lot sizes, trade-offs for open space and other issues.

The consensus of the meeting was to forward the issues to the Planning Commission for further action and for them to make a recommendation to the City Council.

Councilmember Splane moved to adjourn. Seconded by Councilmember Colgan. Motion carried (5-0).

The worksession adjourned at 8:36 P.M.



DATE: July 9, 2008  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers proposed for payment for the period ending July 9, 2008.

Motion to approve Claim Vouchers #63820 to #63954 in the amount of \$572,837.86.

Motion to approve Payroll Warrants #42887 to #42992 in the amount of \$238,602.24.

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

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
63820	SEDRO-WOOLLEY POSTMASTER	POSTAGE SWR	234.98
		POSTAGE SAN	234.98
		OPERATING SUPPLIES SWTR	234.98
		WARRANT TOTAL	704.94
63821	ADVANCED TRAFFIC PRODUCTS, INC.	SMALL TOOLS & MINOR EQUIP FD	1,080.57
		WARRANT TOTAL	1,080.57
63822	ALL-PHASE ELECTRIC	REPAIRS & MAINTENANCE PD	106.09
		REPAIRS/MAINT-EQUIP FD	106.10
		WARRANT TOTAL	212.19
63823	ALPINE FIRE & SAFETY	SAFETY EQUIPMENT ST	64.04
		WARRANT TOTAL	64.04
63824	AMERICAN PLANNING ASSOC	MISC-DUES/SUBSCRIP/MEMSHIP PLN	235.00
		WARRANT TOTAL	235.00
63825	ARAMARK UNIFORM SERVICES	LAUNDRY CS	39.31
		LAUNDRY PK	60.77
		MISC-LAUNDRY CEM	23.54
		MISC-LAUNDRY ST	26.84
		MISC-LAUNDRY ST	76.90
		LAUNDRY SWR	45.50
		LAUNDRY SWR	25.79
		LAUNDRY SWR	45.50
WARRANT TOTAL	344.15		
63826	ASSOC PETROLEUM PRODUCTS	AUTO FUEL CS	132.69
		AUTO FUEL PD	1,539.01
		AUTO FUEL/DIESEL FD	437.81
		AUTO FUEL/DIESEL FD	680.89
		VEHICLE FUEL - GOLF PK	321.59
		AUTO FUEL/DIESEL CEM	103.29
		AUTO FUEL/DIESEL ST	273.28
		AUTO FUEL/DIESEL ST	465.60
		AUTO FUEL/DIESEL SWR	717.19
		AUTO FUEL/DIESEL SWR	174.61
		AUTO FUEL/DIESEL SAN	101.56
		AUTO FUEL/DIESEL SAN	2,500.50
		WARRANT TOTAL	7,448.02
63827	BANK OF AMERICA	MISC-TUITION/REGISTRATION FIN	50.00
		TRAVEL/MEALS INSP	73.00
		WARRANT TOTAL	123.00
63828	BARNETT IMPLEMENT CO. INC	OPERATING SUPPLIES CEM	55.05
		OPERATING SUPPLIES ST	54.23
		WARRANT TOTAL	109.28
63829	BANK OF AMERICA	OFFICE/OPERATING SUPPLIES IT	9.67
		REPAIR & MAINTENANCE IT	7.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SOFTWARE MAINT & SUPPORT	IT	107.99
		WARRANT TOTAL		124.66
63830	BAY CITY SUPPLY	REPAIRS/MAINT-DORM	FD	171.94
		OPERATING SUP - CITY HALL	PK	288.81
		WARRANT TOTAL		460.75
63831	BERG VAULT COMPANY	REPAIRS/MAINTENANCE		46.50
		WARRANT TOTAL		46.50
63832	BIGGAR, ROB DBA	PROFESSIONAL SERVICES	ENG	140.00
		PROFESSIONAL SERVICES	ENG	1,408.00
		PROFESSIONAL SERVICES	SWR	660.00
		WARRANT TOTAL		2,208.00
63833	BLACKLINE, INC.	ROADWAY - CRACK SEAL	ART	26,105.82
		ROADWAY - SLURRY SEAL	AST	19,693.87
		WARRANT TOTAL		45,799.69
63834	BLAZE CONE COMPANY, INC.	OPERATING SUPPLIES	ST	996.24
		WARRANT TOTAL		996.24
63835	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	378.78
		UNIFORMS/ACCESSORIES	PD	222.25
		UNIFORMS/ACCESSORIES	PD	16.30
		UNIFORMS/ACCESSORIES	PD	111.13
		UNIFORMS/ACCESSORIES	PD	122.57
		WARRANT TOTAL		406.53
63836	BOULDER PARK, INC	SOLIDS HANDLING	SWR	6,401.88
		WARRANT TOTAL		6,401.88
63837	BROWN & COLE STORES	OFFICE/OPERATING SUPPLIES	PD	14.98
		WARRANT TOTAL		14.98
63838	CARLETTI ARCHITECTS P.S.	ARCHITECT & ENGINEERING	CH	138.46
		WARRANT TOTAL		138.46
63839	CARPENTER TRUCKING	TRAINING FACILITIES	FD	811.60
		WARRANT TOTAL		811.60
63840	CARROT-TOP INDUSTRIES INC	OPERATING SUPPLIES	CS	52.87
		WARRANT TOTAL		52.87
63841	CENVEO	OFFICE/OPERATING SUPPLIES	PD	127.62
		WARRANT TOTAL		127.62
63842	CEMEX	REPAIR/MAINT-STREETS	ST	175.76
		WARRANT TOTAL		175.76
63843	CHEYENNE PRODUCTS, INC.	OPERATING SUPPLIES	SWR	28.13
		WARRANT TOTAL		28.13

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
63844	CITIES INSURANCE ASSOC.	REPAIRS/MAINT-EQUIP	FD	1,000.00
		WARRANT TOTAL		1,000.00
63845	COASTAL WEAR PRODUCTS	OPERATING SUPPLIES	ST	1,146.33
		WARRANT TOTAL		1,146.33
63846	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	PLN	35.52
		SUPPLIES	ENG	35.51
		OFFICE/OPERATING SUPPLIES	PD	172.56
		OFF/OPER SUPPS & BOOKS	INSP	35.51
		WARRANT TOTAL		279.10
63847	COLUMBIA PAINT	OPERATING SUPPLIES	ST	395.55
		WARRANT TOTAL		395.55
63848	COLACURCIO BROTHERS, INC.	BINGHAM PARK BLDG	PK	22,363.96
		WARRANT TOTAL		22,363.96
63849	COMCAST	COMPUTER NETWORK	CS	79.78
		TELEPHONE	PD	15.51
		TELEPHONE	FD	15.51
		WARRANT TOTAL		110.80
63850	COMPLETE WIRELESS TECHNOLOGIES	REPAIRS/MAINT-EQUIP	FD	64.00
		WARRANT TOTAL		64.00
63851	CONCRETE NOR'WEST, INC.	MAINTENANCE OF LINES	SWR	179.12
		WARRANT TOTAL		179.12
63852	COSTCO MEMBERSHIP	OPERATING SUPPLIES	CS	50.00
		WARRANT TOTAL		50.00
63853	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	5.95
		WARRANT TOTAL		5.95
63854	SKAGIT WEEKLY NEWS GROUP	SUPPLIES	FIN	345.06
		SUPPLIES	FIN	343.98
		SUPPLIES/BOOKS	PLN	115.02
		SUPPLIES	ENG	115.02
		OFF/OPER SUPPS & BOOKS	INSP	115.02
		WARRANT TOTAL		1,034.10
63855	CUZ CONCRETE PRODUCTS, INC.	DOG PARK	PK	628.16
		WARRANT TOTAL		628.16
63856	DC'S PRINTING & AWARDS	OPERATING SUPPLIES	FD	56.75
		SAFETY EQUIPMENT	ST	41.04
		WARRANT TOTAL		97.79
63857	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	17.00
		SUPPLIES	FIN	9.75
		OFFICE/OPERATING SUPPLIES	PD	19.50

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 07/09/2008 (Printed 07/03/2008 10:07)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OFF/OPER SUPPS & BOOKS	INSP	8.50
		WARRANT TOTAL		54.75
63858	DAY CREEK SAND & GRAVEL	MAINTENANCE OF LINES	SWR	163.27
		WARRANT TOTAL		163.27
63859	DAY WIRELESS SYSTEMS INC	OFFICE/OPERATING SUPPLIES	PD	16.21
		WARRANT TOTAL		16.21
63860	DIMENSIONAL COMM, INC.	PROFESSIONAL SERVICES	IT	144.45
		MACHINERY & EQUIPMENT	PD	351.00
		WARRANT TOTAL		495.45
63861	DOUGHER, MELISSA	HEALTH CLUB	PD	75.00
		WARRANT TOTAL		75.00
63862	E & E LUMBER	SMALL TOOLS & MINOR EQUIP	PK	40.20
		REPAIRS/MT-RIVERFRONT	PK	66.40
		REPAIRS/MT-RV PARK	PK	66.00
		REPAIRS/MT-PARKS SHOP	PK	6.26
		REPAIR/MT-BINGHAM PARK	PK	18.47
		REPAIR/MT-HAMMER SQUARE	PK	33.67
		REPAIR/MT-HAMMER SQUARE	PK	121.55
		REPAIR/MT-HARRY OSBORNE	PK	67.42
		ENHANCEMENT PROJECT	PK	6.79
		ENHANCEMENT PROJECT	PK	229.53
		ENHANCEMENT PROJECT	PK	130.94
		OPERATING SUPPLIES	ST	86.10
		OPERATING SUPPLIES	ST	93.92
		OPERATING SUPPLIES	ST	36.69
		SMALL TOOLS/MINOR EQUIP	ST	12.41
		SMALL TOOLS/MINOR EQUIP	ST	114.71
		SMALL TOOLS/MINOR EQUIP	ST	50.71
		OPERATING SUPPLIES	SWR	7.65
		WARRANT TOTAL		1,189.42
63863	ENTERPRISE SALES, INC.	CONTAINERS	SAN	6,210.28
		CONTAINERS	SAN	6,210.28
		WARRANT TOTAL		12,420.56
63864	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	387.00
		WARRANT TOTAL		387.00
63865	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	36.70
		SUPPLIES	FIN	84.15
		SUPPLIES/BOOKS	PLN	34.62
		SUPPLIES	ENG	34.62
		OFF/OPER SUPPS & BOOKS	INSP	34.62
		WARRANT TOTAL		224.71
63866	EXPERT SECURITY, LLC	REPAIR & MAINTENANCE	CS	325.80
		WARRANT TOTAL		325.80

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
63867	FASTENAL COMPANY	REPAIR/MAINTENANCE-EQUIP	ST	19.95
		WARRANT TOTAL		19.95
63868	FEDERAL EXPRESS CORP.	ENGINEERING-TOWNSHIP LINE	PWT	61.24
		WARRANT TOTAL		61.24
63869	FIRE.COM	REPAIRS/MAINT-EQUIP	FD	172.17
		WARRANT TOTAL		172.17
63870	FRONTIER BUILDING SUPPLY	OPERATING SUPPLIES	ST	81.42
		OPERATING SUPPLIES	ST	325.68
		OPERATING SUPPLIES	ST	488.53
		WARRANT TOTAL		895.63
63871	GALL'S INC	MACHINERY & EQUIPMENT	PD	188.97
		WARRANT TOTAL		188.97
63872	GARDNER ELECTRONICS	REPAIRS/MAINT-EQUIP	FD	631.80
		WARRANT TOTAL		631.80
63873	GUARDIAN NW TITLE & ESCROW	OPERATING SUPPLIES	SWR	49.00
		WARRANT TOTAL		49.00
63874	HANSON CONSULTING	PROFESSIONAL SERVICES	PLN	990.00
		WARRANT TOTAL		990.00
63875	HAYDEN, PATRICK	PROSECUTING ATTY	JUD	200.00
		WARRANT TOTAL		200.00
63876	HEITMAN, CHARLES	RETIRED MEDICAL	PD	592.80
		WARRANT TOTAL		592.80
63877	HERTZ EQUIPMENT RENTAL	OPERATING SUPPLIES	ST	129.47
		WARRANT TOTAL		129.47
63878	HEWLETT PACKARD CO.	NETWORK HARDWARE	IT	313.20
		NETWORK HARDWARE	IT	8,208.00
		WARRANT TOTAL		8,521.20
63879	HONEY BUCKET	OPERATING SUP - MEMORIAL PARK		72.70
		OPERATING SUP - GOLF	PK	103.34
		WARRANT TOTAL		176.04
63880	HORIZON BANK	CONSTRUCTION - SR20 LINE	PWT	16,316.12
		WARRANT TOTAL		16,316.12
63881	HUIZINGA, STEVEN	MISC-DUES/SUBSCRIPTIONS	SWR	55.00
		WARRANT TOTAL		55.00
63882	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	9.40
		BOOKS, PERIOD, RECORDS	LIB	29.74
		BOOKS, PERIOD, RECORDS	LIB	9.40

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BOOKS, PERIOD, RECORDS	LIB	78.99
		BOOKS, PERIOD, RECORDS	LIB	21.40
		BOOKS, PERIOD, RECORDS	LIB	7.90
		BOOKS, PERIOD, RECORDS	LIB	23.24
		BOOKS, PERIOD, RECORDS	LIB	118.14
		BOOKS, PERIOD, RECORDS	LIB	38.58
		WARRANT TOTAL		336.79
63883	KATY ISAKSEN ASSOCIATES	PROFESSIONAL SERVICES	SWR	2,275.70
		WARRANT TOTAL		2,275.70
63884	KROESEN'S INC.	UNIFORMS	FD	200.29
		WARRANT TOTAL		200.29
63885	LJF DOCUMENT IMAGING SERVICES	PROFESSIONAL SERVICES	ENG	546.00
		WARRANT TOTAL		546.00
63886	L N CURTIS & SONS	OPERATING SUPPLIES	FD	310.65
		OPERATING SUPPLIES	FD	326.75
		SMALL TOOLS & MINOR EQUIP	FD	62.29
		SMALL TOOLS & MINOR EQUIP	FD	54.37
		SMALL TOOLS & MINOR EQUIP	FD	984.82
		WARRANT TOTAL		1,738.88
63887	LAWSON PRODUCTS	SMALL TOOLS & MINOR EQUIP	SAN	281.92
		WARRANT TOTAL		281.92
63888	LAW ENFORCEMENT ADMIN OF WA	DUES/SUBSCRIPTIONS	PD	50.00
		WARRANT TOTAL		50.00
63889	LINCOLN THEATRE	LINCOLN THEATRE CENTER	HOT	400.00
		WARRANT TOTAL		400.00
63890	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	FD	43.20
		REPAIR/MAINTENANCE-EQUIP	ST	116.51
		OPERATING SUPPLIES	ST	92.02
		REPAIRS/MAINT-EQUIP	SAN	40.17
		WARRANT TOTAL		291.90
63891	MCCLOUGHLIN & EARDLEY CORP	REPAIR/MAINTENANCE-EQUIP	ST	47.65
		WARRANT TOTAL		47.65
63892	MELTON, NEWELL R.	TRAVEL	ST	13.21
		WARRANT TOTAL		13.21
63893	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	293.80
		REPAIR/MAINT-STREETS	ST	2,071.05
		MAINTENANCE OF LINES	SWR	96.46
		WARRANT TOTAL		2,461.31
63894	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	143.42
		WARRANT TOTAL		143.42

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
63895	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	827.27
		WARRANT TOTAL		827.27
63896	NELSON TOOL & EQUIPMENT	REPAIR/MAINTENANCE-EQUIP	ST	119.33
		WARRANT TOTAL		119.33
63897	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	88.17
		TELEPHONE	LGL	29.39
		TELEPHONE	IT	83.38
		PUBLIC UTILITIES	CS	29.39
		TELEPHONE	PLN	29.39
		NEXTEL CELL PHONES		58.78
		TELEPHONE	PD	499.63
		TELEPHONE	FD	281.39
		TELEPHONE	INSP	29.39
		TELEPHONE	PK	264.51
		TELEPHONE	CEM	58.78
		TELEPHONE	ST	176.34
		NEXTEL CELL PHONES		294.00
		NEXTEL CELL PHONES	SAN	176.34
		WARRANT TOTAL		2,098.88
63898	OASYS	EQUIPMENT LEASES	CS	307.80
		REPAIRS & MAINTENANCE	PD	59.40
		REPAIRS/MAINT-EQUIP	FD	59.40
		WARRANT TOTAL		426.60
63899	OFFICE DEPOT	SUPPLIES	EKE	215.81
		SUPPLIES	FIN	135.13
		OFFICE SUPPLIES	LGL	29.41
		OFFICE/OPERATING SUPPLIES	PD	116.50
		OFFICE SUPPLIES	FD	48.99
		OPERATING SUPPLIES	ST	5.22
		WARRANT TOTAL		453.08
63900	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	ST	185.72
		WARRANT TOTAL		185.72
63901	PACIFIC COMMERCIAL LOCK & KEY	REPAIR & MAINTENANCE	CS	88.97
		WARRANT TOTAL		88.97
63902	PARAMOUNT SUPPLY COMPANY	MAINT OF GENERAL EQUIP	SWR	180.55
		WARRANT TOTAL		180.55
63903	PAT RIMMER TIRE CTR, INC	OPERATING SUPPLIES	CS	43.20
		REPAIRS/MAINT-EQUIP	FD	88.02
		REPAIR/MT-SMALL TOOLS EQUIP	PK	125.47
		REPAIR/MT-SMALL TOOLS EQUIP	PK	16.47
		WARRANT TOTAL		273.16
63904	PLATT	MAINT OF PUMPING EQUIP	SWR	213.19
		WARRANT TOTAL		213.19

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
63905	PRINTWISE, INC.	SUPPLIES	JUD	58.32
		WARRANT TOTAL		58.32
63906	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	2,319.18
		PUB UTILITIES-MALL	CS	7.23
		PUB UTILITIES-MALL	CS	33.57
		PS - Stormwater		31.74
		REPAIRS & MAINTENANCE	PD	7.31
		UTILITIES-RIVERFRONT	PK	650.55
		UTILITIES-COMMUNITY CTR	PK	131.41
		UTILITIES-SENIOR CENTER	PK	286.91
		UTILITIES - GOLF	PK	98.74
		UTILITIES-TRAIN	PK	61.02
		UTILITIES-HAMMER SQUARE	PK	262.32
		UTILITIES - SHOP	PK	81.06
		UTILITIES - OTHER	PK	8.10
		PUBLIC UTILITIES	CEM	52.33
		PUBLIC UTILITIES	ST	76.84
		PUBLIC UTILITIES	ST	50.61
		PUBLIC UTILITIES	ST	61.90
		PUBLIC UTILITIES	ST	230.45
		PUBLIC UTILITIES	LIB	219.37
		ADVERTISING	HOT	33.10
		PUBLIC UTILITIES	SWR	8,166.51
		PUBLIC UTILITIES	SWR	116.46
		PUBLIC UTILITIES	SAN	112.71
		WARRANT TOTAL		13,099.42
63907	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES	RV	8.70
		UTILITIES-RIVERFRONT	PK	16.63
		UTILITIES-COMMUNITY CTR	PK	32.75
		UTILITIES-SENIOR CENTER	PK	136.24
		PUBLIC UTILITIES	SWR	150.76
		WARRANT TOTAL		345.08
63908	RAZZZTECH	REPAIR/MT-SMALL TOOLS EQUIP	PK	87.00
		MISCELLANEOUS	CEM	87.00
		PROFESSIONAL SERVICES	ST	152.25
		MAINTENANCE OF VEHICLES	SWR	87.00
		REPAIRS/MAINT-EQUIP	SAN	21.75
		WARRANT TOTAL		435.00
63909	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	51.44
		WARRANT TOTAL		51.44
63910	RHEMA ELECTRIC LLC	OTHER IMPROVEMENTS	PK	1,458.15
		WARRANT TOTAL		1,458.15
63911	RIGHT WAY PLUMBING	OPERATING SUPPLIES	SAN	359.16
		WARRANT TOTAL		359.16
63912	SEAHURST ELECTRIC	MAINTENANCE CONTRACTS	SWR	8,850.60

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MAINT OF GENERAL EQUIP	SWR	573.66
		WARRANT TOTAL		9,424.26
63913	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	543.37
		WARRANT TOTAL		543.37
63914	SEATTLE PUMP AND EQUIP CO	MAINTENANCE OF LINES	SWR	1,411.56
		WARRANT TOTAL		1,411.56
63915	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	11.50
		OPERATING SUPPLIES	FD	21.78
		OPERATING SUPPLIES	ST	31.83
		OPERATING SUPPLIES	ST	1.46
		OPERATING SUPPLIES	ST	17.93
		REPAIR/MAINTENANCE-EQUIP	ST	14.68
		WARRANT TOTAL		99.18
63916	SEDRO-WOOLLEY CHAMBER OF	ADVERTISING-CHAMBER/COMERC HOT		4,215.12
		WARRANT TOTAL		4,215.12
63917	SEDRO-WOOLLEY FAMILY	PROFESSIONAL SERVICES	SWR	115.00
		WARRANT TOTAL		115.00
63918	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	10,875.50
		WARRANT TOTAL		10,875.50
63919	SIGNATURE FORMS INC.	OPERATING SUP - GOLF	PK	335.40
		WARRANT TOTAL		335.40
63920	SHERWIN-WILLIAMS	OPERATING SUPPLIES	ST	227.99
		WARRANT TOTAL		227.99
63921	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	268.99
		WARRANT TOTAL		268.99
63922	SKAGIT 911	CONTRACTED ENHANCED 911	PD	12,306.43
		CONTRACT SVS-CNTRL DISPATCH	FD	1,018.06
		CONTRACT SVS-CNTRL DISPATCH	FD	2,389.57
		WARRANT TOTAL		15,714.06
63923	SK CO DEPT OF EMERG MGMT	DEPT OF EMERG MANAGEMENT	EMG	5,296.73
		WARRANT TOTAL		5,296.73
63924	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	124.73
		WARRANT TOTAL		124.73
63925	SKAGIT CO. TRAINING	TUITION/REGISTRATION	FD	650.00
		WARRANT TOTAL		650.00
63926	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	CEM	43.16
		REPAIR/MAINTENANCE-LAND	CEM	43.16
		OPERATING SUPPLIES	ST	81.86

CITY OF SEDRO-WOOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		OPERATING SUPPLIES-PROPANE ST	24.12
		OPERATING SUPPLIES-PROPANE ST	24.41
		OPERATING SUPPLIES-PROPANE ST	9.01
		OPERATING SUPPLIES-PROPANE ST	18.01
		WARRANT TOTAL	243.73
63927	SKAGIT HYDRAULICS, INC.	OPERATING SUPPLIES ST	14.16
		WARRANT TOTAL	14.16
63928	SKAGIT READY MIX, INC.	REPAIR/MT-HAMMER SQUARE PK	139.86
		OTHER IMPROVEMENTS PK	327.78
		EVIDENCE/STORAGE BUILDING CH	1,265.76
		WARRANT TOTAL	1,733.40
63929	SKAGIT VALLEY HOSPITAL	RETIRED MEDICAL PD	319.26
		WARRANT TOTAL	319.26
63930	SK. VALLEY BARK & TOPSOIL, INC.	OPERATING SUP - BINGHAM PARK	24.62
		OPERATING SUP - BINGHAM PARK	49.25
		OPERATING SUP - BINGHAM PARK	24.62
		REPAIR/MT-LIONS ROADSIDE PARK	140.94
		OPERATING SUPPLIES SWR	123.10
		OPERATING SUPPLIES SWR	123.12
		WARRANT TOTAL	485.65
63931	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS	22.18
		LEGAL PUBLICATIONS LGS	22.17
		LEGAL PUBLICATIONS LGS	31.67
		LEGAL PUBLICATIONS LGS	28.51
		ADVERTISING/LEGAL PUBLIC PLN	41.18
		ADVERTISING/LEGAL PUBLIC PLN	41.18
		WARRANT TOTAL	186.89
63932	SK. WHATCOM ELECTRONICS	SUPPLIES JUD	32.29
		WARRANT TOTAL	32.29
63933	SK. VALLEY MED. CTR INC	PROF SERVICE-MEDICAL EXAMS FD	290.00
		WARRANT TOTAL	290.00
63934	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP SAN	69.08
		WARRANT TOTAL	69.08
63935	SPARKLE SHOP LAUNDRIES	MISC-LAUNDRY FD	73.53
		WARRANT TOTAL	73.53
63936	SPRINT	TELEPHONE FD	60.69
		WARRANT TOTAL	60.69
63937	STRIDER CONST. CO INC.	CONSTRUCTION - SR20 LINE PWT	336,112.07
		WARRANT TOTAL	336,112.07
63938	SUMMIT LAW GROUP	NEGOTIATIONS EXE	357.50

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	357.50
63939	TRUE VALUE	OPERATING SUPPLIES FD	17.82
		OPERATING SUPPLIES FD	11.63
		SMALL TOOLS & MINOR EQUIP FD	8.09
		OPERATING SUP - RIVERFRONT PK	22.66
		OPERATING SUP - GOLF PK	2.70
		OPERATING SUP - GOLF PK	5.15
		REPAIRS/MT-RIVERFRONT PK	8.94
		REPAIRS/MT-RIVERFRONT PK	10.02
		REPAIR/MT-MEMORIAL PARK PK	14.03
		REPAIR/MT-MEMORIAL PARK PK	1.62
		REPAIR/MT-MEMORIAL PARK PK	1.04
		OPERATING SUPPLIES SWR	40.55
		OPERATING SUPPLIES SWR	42.82
		OPERATING SUPPLIES SWR	2.79
		OPERATING SUPPLIES SWR	4.00
		OPERATING SUPPLIES SWR	12.92
		OPERATING SUPPLIES SWR	11.87
		WARRANT TOTAL	218.65
63940	TUCKER, WILLIAM L.	TRAINING SUPPLIES PD	47.46
		WARRANT TOTAL	47.46
63941	UNITED GENERAL HOSPITAL	PRISONERS PD	89.00
		PRISONERS PD	277.00
		WARRANT TOTAL	366.00
63942	USA BLUE BOOK	MAINTENANCE OF LINES SWR	120.84
		OPERATING SUPPLIES SWR	191.56
		WARRANT TOTAL	312.40
63943	VALLEY AUTO SUPPLY	OPERATING SUPPLIES FD	61.11
		MAINTENANCE OF VEHICLES SWR	2.15
		WARRANT TOTAL	63.26
63944	VERIZON NORTHWEST	TELEPHONE PD	131.69
		TELEPHONE PK	95.96
		TELEPHONE CEM	60.35
		TELEPHONE LIB	110.83
		TELEPHONE SWR	94.55
		WARRANT TOTAL	493.38
63945	VISTEN, LESLIE	RETIRED MEDICAL PD	83.00
		WARRANT TOTAL	83.00
63946	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	90.00
		WARRANT TOTAL	90.00
63947	WA STATE PATROL	RENTAL TELETYPE PD	660.00
		WARRANT TOTAL	660.00

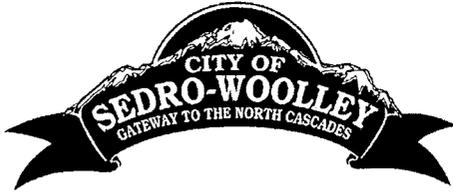
WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
63948	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	6,491.50
		WARRANT TOTAL	6,491.50
63949	WEST PAYMENT CTR	WESTLAW SERVICES LGL	184.03
		WESTLAW SERVICES LGL	271.68
		WARRANT TOTAL	455.71
63950	WOOD'S LOGGING SUPPLY INC	POSTAGE PD	7.07
		SMALL TOOLS & MINOR EQUIP FD	1,436.40
		SMALL TOOLS & MINOR EQUIP FD	43.19
		OPERATING SUPPLIES CEM	30.88
		OPERATING SUPPLIES CEM	10.91
		SAFETY EQUIPMENT CEM	43.12
		REPAIR/MAINT-OFFICE EQUIP CEM	24.30
		REPAIR/MAINT-EQUIP & BLDG CEM	9.07
		OPERATING SUPPLIES ST	27.97
		SAFETY EQUIPMENT ST	43.19
		SAFETY EQUIPMENT ST	25.87
		MAINTENANCE OF LINES SWR	6.66
		MAINTENANCE OF LINES SWR	46.76
		WARRANT TOTAL	1,755.39
63951	ZENDER-THURSTON PS	PROF SERVICES REIMBURSABLE PLN	2,962.30
		WARRANT TOTAL	2,962.30
63952	NORTH CASCADE FORD	BUILDING INSPECTIONS	2.00
		WARRANT TOTAL	2.00
63953	BRAVO, NOEMI	SPACE/FACILITY RENT-RIVERFRONT	175.00
		WARRANT TOTAL	175.00
63954	JENSEN, JEANNE	SPACE/FACILITY RENT-BINGHAM	100.00
		WARRANT TOTAL	100.00
		RUN TOTAL	572,837.86

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	78,371.16
101	PARK FUND	29,832.18
102	CEMETERY FUND	644.94
103	STREET FUND	9,410.79
104	ARTERIAL STREET FUND	45,799.69
105	LIBRARY FUND	666.99
108	STADIUM FUND	4,648.22
331	CITY HALL CONST FUND	1,404.22
332	PWTF SEWER CONSTRUCTION FUND	352,489.43
401	SEWER FUND	32,142.76
412	SOLID WASTE FUND	17,146.00
425	STORMWATER	281.48
TOTAL		572,837.86

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DEPARTMENT	AMOUNT
001 000 000	6,493.50
001 000 011	104.53
001 000 012	344.31
001 000 013	573.31
001 000 014	1,056.24
001 000 015	639.24
001 000 017	8,873.69
001 000 018	3,509.79
001 000 019	4,484.21
001 000 020	2,375.62
001 000 021	18,701.46
001 000 022	25,479.07
001 000 024	439.46
001 000 025	5,296.73
FUND CURRENT EXPENSE FUND	78,371.16
101 000 000	275.00
101 000 076	29,557.18
FUND PARK FUND	29,832.18
102 000 036	644.94
FUND CEMETERY FUND	644.94
103 000 042	9,410.79
FUND STREET FUND	9,410.79
104 000 042	45,799.69
FUND ARTERIAL STREET FUND	45,799.69
105 000 072	666.99
FUND LIBRARY FUND	666.99
108 000 019	4,648.22
FUND STADIUM FUND	4,648.22
331 000 012	1,404.22
FUND CITY HALL CONST FUND	1,404.22
332 000 082	352,489.43
FUND PWF SEWER CONSTRUCTION FUND	352,489.43
401 000 035	32,142.76
FUND SEWER FUND	32,142.76
412 000 037	17,146.00
FUND SOLID WASTE FUND	17,146.00
425 000 039	281.48
FUND STORMWATER	281.48
TOTAL	572,837.86



**CITY OF SEDRO-WOOLLEY**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING**

JUL 09 2008

Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

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: **Professional Services Agreement for Right of Way Support Services  
Universal Field Services**  
Fruitdale/McGarigle Road Project

DATE: July 3, 2008 (for Council review July 9, 2008)

### ISSUE

Shall council move to authorize Mayor Anderson to enter into agreement with Universal Field Services, Inc. to provide on call right of way support services, with a cost not to exceed \$100,000?

### BACKGROUND/DISCUSSION

Staff to date has coordinated right of way acquisition for the Fruitdale/McGarigle Road Project and the SR20/F&S Grade Road /North Skagit Intersection Project. Eron Berg has negotiated three of the eight acquisitions, with offers outstanding on the remaining. Mark Freiberger has provided overall oversight to the process due to a lack of experience on the part of Skagit County. Eron will complete these three acquisitions, but needs assistance due to work load with closing the remaining transactions. In addition, there are 41 right to enter documents to negotiate and complete. Staff has completed the initial mailing and documents, but again may require assistance with chasing these down for completion.

Attached is a proposed Agreement for Professional Services No. 2008-PS-06 with Universal Field Services, Inc. of Edmonds, WA to provide on-call right of way support services to complete this project. The services will include contacts with owners to follow up on offers, negotiations, preparation of closing documents, and finalization of right of way files for State review.

We have made this an on-call agreement as we anticipate needing assistance on the SR20/F&S Project also. The work will be done on an as-needed basis per actual hours billed.

### FINANCIAL

Funds for this work are available from the Fruitdale/McGarigle Road Project ROW budget and the SR20/F&S Grade Road/North Skagit Intersection Project.

### ANALYSIS

None

**RECOMMENDATION**

It is Staff's recommendation that Council move to authorize Mayor Anderson to enter into agreement with Universal Field Services, Inc. to provide on call right of way support services, with a cost not to exceed \$100,000.

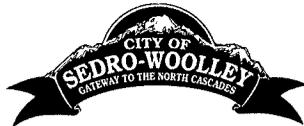
**MOTION:**

***Move to authorize Mayor Anderson to enter into agreement with Universal Field Services, Inc. to provide on call right of way support services, with a cost not to exceed \$100,000.***

Respectfully submitted,



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



**PROFESSIONAL SERVICES AGREEMENT No. 2008-PS-06.**

*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this \_\_\_ day of July, 2008, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and Universal Field Services, Inc. whose address is 111 Main Street, # 105. Edmonds, WA 98020, hereinafter referred to as the "Contractor".

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

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

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

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

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

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as \_\_\_\_\_ that are requested by the City of Sedro-Woolley

from time to time ("on-call"), per Task Order issued by the City of Sedro-Woolley. These services shall include:

see Attachment \_\_, Scope of Services; or \_\_\_\_\_

**2. Relationship of Parties.**

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

**3. Time of Performance.**

The service of the Contractor is to commence

on or before \_\_\_\_\_

as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

completed not later than \_\_\_\_\_

pursuant to the schedule set forth on Attachment \_\_, Schedule of Work.

#### **4. Delays and Extensions of Time.**

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

#### **5. Compensation and Schedule of Payments.**

City shall pay the Contractor

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

pursuant to the schedule set forth on Attachment A, "Compensation and Schedule of Payments".

\$ 100,000 is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.

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

#### **6. Ownership of Records and Documents.**

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

#### **7. Termination.**

The term of this agreement shall be from the date signed through the date indicated in (3) above or December 31, 2009, whichever is later.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

a) Material violation of this agreement.

b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrue prior to the date of termination, or which, by their nature, are intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

**8. Evaluation and Compliance with the Law.**

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

**9. City Business and Occupation License.**

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

**10. Liability and Hold Harmless.**

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

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

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

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

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

**12. Amendments.**

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

**13. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

**14. Ratification.**

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

**15. Assignability.** This agreement is not assignable by either party, without written consent of the other party.

**16. Notices.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

**17. Choice of Law/Venue.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

**18. Non-exclusive Agreement.** This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

**19. MRSC Roster Registration.** The Contractor shall register or maintain registration on the MRSC Consultant Roster.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Finance Director

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

# ATTACHMENT "A"

## "Compensation and Schedule of Payments"



**Universal Field Services, Inc.**

**2008 Rates**

(2007 Audited OH Rate)

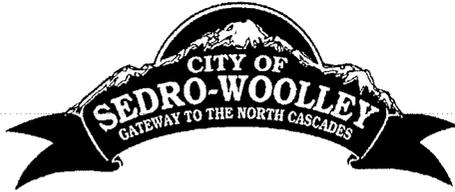
	Direct Salary Cost High/Low Range	Overhead 0.6080	Fee 0.300	Billing Rate
<b>Project Manager</b>	\$46.00 \$36.00	\$27.97 \$21.89	\$13.80 \$10.80	\$87.77 \$68.69
<b>Quality Assurance Coordinator</b>	\$46.00 \$35.00	\$27.97 \$21.28	\$13.80 \$10.50	\$87.77 \$66.78
<b>Senior Relocation Agent</b>	\$40.00 \$30.00	\$24.32 \$18.24	\$12.00 \$9.00	\$76.32 \$57.24
<b>Senior Acquisition Agent</b>	\$40.00 \$28.00	\$24.32 \$17.02	\$12.00 \$8.40	\$76.32 \$53.42
<b>Relocation Agent</b>	\$35.00 \$25.00	\$21.28 \$15.20	\$10.50 \$7.50	\$66.78 \$47.70
<b>Acquisition Agent</b>	\$34.00 \$23.00	\$20.67 \$13.98	\$10.20 \$6.90	\$64.87 \$43.88
<b>Project Coordinator</b>	\$29.00 \$22.00	\$17.63 \$13.38	\$8.70 \$6.60	\$55.33 \$41.98
<b>Senior Administrative Specialist</b>	\$29.00 \$22.00	\$17.63 \$13.38	\$8.70 \$6.60	\$55.33 \$41.98

**NOTE(S):**

1. The following reimbursable items are "Direct Non-Salary" costs to be paid by the City, no markup:

Including but not limited to: parking, copies, ferry fees, travel, long distance telephone, mileage, etc.

Mileage to be billed at the current IRS rate of \$0.585 per mile or the approved rate at the time mileage is incurred.



**CITY OF SEDRO-WOOLLEY**  
**CITY COUNCIL AGENDA** Sedro-Woolley Municipal Building  
**REGULAR MEETING** 325 Metcalf Street

JUL 09 2008

Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

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: **Professional Services Agreement for Construction Services**  
**Reichhardt & Ebe Engineering, Inc.**  
SR-9 Township Trenchless Sanitary Sewer Project

DATE: July 3, 2008 (for Council review July 9, 2008)

### ISSUE

Shall council move to authorize Mayor Anderson to enter into agreement with Reichhardt & Ebe Engineering, Inc. to provide construction engineering services for the SR-9 Trenchless Sanitary Sewer Project in the amount of \$143,990.24?

### BACKGROUND/DISCUSSION

Bids close on the SR9 Township Trenchless Sanitary Sewer Project on July 9, 2008, and work is expected to start in August 2008, with a 65 working day construction period.

Attached is a proposed Agreement for Professional Services No. 2008-PS-07 with Reichhardt & Ebe Engineering, Inc. of Sedro-Woolley, WA to provide construction engineering services for the project. R&E is also the design engineer for the project.

This project is the final project in the series of Critical Sewer Interceptor Projects as defined in the 2005 Sewer Comprehensive Plan and the 2006 PWTF Construction Loan Application.

The proposed agreement represents 5.7% of the construction contract for the work. Construction engineering generally runs 12% to 14% of construction, depending on project size and complexity. The favorable amount represents utilizing common inspection and management staff with the previously awarded Metcalf and McGarigle sewer projects.

Staff does not presently have the resources to provide construction engineering support beyond contract administration and oversight.

### FINANCIAL

Funds for this project are available from the PWTF Sewer Construction Fund, which is funded by the 2008 PWTF Construction Loan (85%) and Sewer Cumulative Reserve Fund (15%). The 2008 Budget includes Account 332.000.082.596.35.63.04 for construction and construction engineering for this contract. The 2008 PWTF loan with required matching funds includes sufficient funding to award the project with a 10%

construction contingency and allowance for construction engineering. Following is a summary of revenue and estimated costs for the project. The budget for construction engineering also includes a 10% contingency allowance.

**REVENUE**

PWTF 2008 Sewer Construction Loan	\$5,156,950
Sewer Cumulative Reserve Match Funds	\$ 910,050
<b>Subtotal 2008 CN Funds</b>	<b>\$6,067,000</b>
Previously committed/expended	\$ 702,167
<b>Remaining 2006 CN funds</b>	<b>\$5,364,833</b>

**ESTIMATED EXPENDITURES - CONSTRUCTION COSTS**

Construction Contract, Engineer's Est.	\$2,522,520
Contingency, 10%	\$ 252,252
Construction Engineering, budget	\$ 160,000
<b>Total, rounded</b>	<b>\$2,934,772</b>

Remaining Budget \$2,430,061

**Other Planned Projects**

WTF Clarifier 1	\$1,175,000
Design Phase Services	\$ 383,000
Subtotal	\$1,558,000

Remaining Budget (contingency) \$ 872,061

**ANALYSIS**

The Township project is the second of the Critical Interceptor Sewer Projects to be funded by the 2008 PWTF Construction Loan, executed on March 31, 2008. It is anticipated that sufficient funding will be available to complete the projects noted above. A Budget Amendment will be prepared once the bids close.

We have included a 10% contingency on the construction management services in the above budget.

**RECOMMENDATION**

It is Staff's recommendation that Council move to authorize Mayor Anderson to enter into agreement with Reichhardt & Ebe Engineering, Inc. to provide construction engineering services for the Metcalf Sanitary Sewer Project in the amount of \$143,990.24.

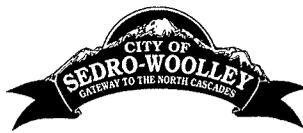
**MOTION:**

***Move to authorize Mayor Anderson to enter into agreement with Reichhardt & Ebe Engineering, Inc. to provide construction engineering services for the Metcalf Sanitary Sewer Project in the amount of \$143,990.24.***

Respectfully submitted,



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



**ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2008-PS-07.**

*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this 10th day of July, 2008, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and Reichhardt & Ebe Engineering, Inc. whose address is 813 Metcalf, Sedro-Woolley, hereinafter referred to as the "Contractor".

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

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

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

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

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

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as **construction administration and inspection for the SR-9 Township Trenchless Sanitary Sewer Improvement Project as defined in Exhibit A attached hereto** that are requested by the City of Sedro-Woolley.

**2. Relationship of Parties.**

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

**3. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B, "Manhour Estimate."**

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

Cost not to exceed **\$143,990.24** without prior approval of the Director of Public Works/City Engineer.

**4. Ownership of Records and Documents.**

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

**5. Termination.**

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

- a) Material violation of this agreement.
- b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrue prior to the date of termination, or which, by their nature, are intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

**6. Evaluation and Compliance with the Law.**

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

**7. City Business and Occupation License.**

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

**8. Liability and Hold Harmless.**

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

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

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

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

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

**10. Amendments.**

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

**11. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

**12. Ratification.**

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

**13. Assignability.** This agreement is not assignable by either party, without written consent of the other party.

**14. Notices.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

**15. Choice of Law/Venue.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

**16. Non-exclusive Agreement.** This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

**17. MRSC Roster Registration.** The Contractor shall register or maintain registration on the MRSC Consultant Roster.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

By: \_\_\_\_\_

Reichhardt & Ebe Engineering, Inc.

Consulting Engineers

813 Metcalf Street  
Sedro-Woolley, WA 98284

Phone 360-855-1713  
Fax 360-855-1164

June 27, 2008

City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, Washington, 98284

Attn: Mr. Mark Freiberger, City Engineer-Director of Public Works

Re: Construction Services  
Letter of Agreement, SR-9 Township Trenchless Sanitary Sewer Project

Dear Mr. Freiberger:

Thank you for the opportunity to provide the City of Sedro-Woolley this proposal for Construction Management services for the SR-9 Township Trenchless Sanitary Sewer Project.

Attached are the following documents for your review:

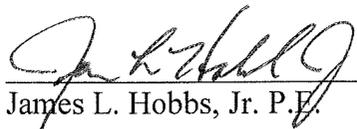
- Exhibit A, Scope of Work
- Exhibit B, Man Hour Estimate, \$143,990.24

If this proposal meets with your approval please sign and return one copy to us for our files.

Respectfully,

Reichhardt & Ebe Engineering, Inc.

City of Sedro-Woolley

 6/27/08  
James L. Hobbs, Jr. P.E. Date

\_\_\_\_\_  
Mark Freiberger, City Engineer Date

## EXHIBIT A

### SCOPE OF WORK REICHHARDT & EBE

#### CONSTRUCTION SERVICES FOR THE SR-9 TOWNSHIP TRENCHLESS SANITARY SEWER IMPROVEMENT PROJECT

During the term of this Agreement, the engineering consultant Reichhardt & Ebe Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Sedro-Woolley (CITY), including construction management in connection with the:

#### **SR-9 Township Trenchless Sanitary Sewer Improvement Project**

This document shall be used to plan, conduct and complete the work on the PROJECT.

### **I. BACKGROUND**

The SR-9 Township Trenchless Sanitary Sewer Improvement Project will utilize Guided Pilot Tube Micro-tunneling (GPTMT), Horizontal Directional Drilling (HDD) , and open-cut methods to install approximately 4500 linear feet of 8-in. to 30-in. diameter sanitary sewer main, along with associated manholes, storm water facilities, water line relocation, road reconstruction, curbs, gutters and sidewalks. The Contractor shall provide all materials, labor and disposal cost to complete the work as specified in the Contract Documents.

### **II. PROJECT DESCRIPTION**

The work to be performed by the CONSULTANT consists of providing construction administration for the SR-9 Township Trenchless Sanitary Sewer Improvement Project. The work to be performed by the Consultant consists of administration of pre-construction meeting, attending weekly progress meetings, submittal review, on-site observation, construction surveying, materials testing, addressing public concerns and complaints, address changes in conditions, pay estimates preparation, cost tracking, schedule tracking, prepare project close-out documentation and the representation necessary to administer and manage the construction contract for the PROJECT to ensure that the work is constructed in accordance with the contract plans and specifications. Construction documentation will be prepared in accordance with the Washington Department of Transportation Local Agency Guidelines (LAG) Manual.

### **TASK 1.0 – PROJECT MANAGEMENT/ADMINISTRATION**

#### **1. SPECIFIC ACTIVITIES**

- ◆ Develop PROJECT documentation system and tracking systems for submittals, RFI's, change orders, correspondence and PROJECT contacts.

- ◆ Participate in coordination meetings with the Contractor, the CITY, and consultants. Meetings will be scheduled in advance and shall occur on an as needed basis.
- ◆ Coordinate and track Contractor transmittal of submittals, Requests for Information and report status at coordination meetings. Additional written comments to Contractor submittals and RFI's may be necessary to state the appropriate course of action to be taken.
- ◆ Prepare and maintain supporting documentation for Consultant invoices.
- ◆ Coordination of CONSULTANT PROJECT staff.
- ◆ Documentation of expenditures on each Task, showing the hours worked by PROJECT personnel and other direct expenses related to the Tasks.

PROJECT Management/Progress Meetings -This Task will include meetings or conference calls between the CITY and the CONSULTANT to discuss PROJECT management issues, including satisfaction of the CITY, budget, schedule, project direction, coordination, and changes.

## **2. PRODUCTS**

- ◆ PROJECT documentation data.
- ◆ Meeting agenda and minutes of coordination meetings.
- ◆ Database reports of outstanding submittals, RFI's, and change orders for distribution at PROJECT meetings for discussion.
- ◆ Monthly Invoices

## **TASK 2.0 – CONSTRUCTION MANAGEMENT/INSPECTION**

### **1. SPECIFIC ACTIVITIES**

- ◆ Act as daily point of contact with the Contractor and monitor progress and quality of work on a daily basis. On-site inspection is estimated at eight hours per day for the duration of the project.
- ◆ Assemble all documentation required to issue changes to the contract. Prepare cost estimates, justification for change, prepare letters to Contractor issuing proposed change orders and requesting cost proposals, lead change order negotiations with the Contractor, prepare negotiation notes, prepare draft NTP letters and letters confirming negotiated prices. Prepare amendment to Contractor's contract for transmittal to the CITY.
- ◆ Prepare progress estimates for payment to Contractor
- ◆ Prepare and respond to all PROJECT correspondence with the Contractor and City.
- ◆ Resolve day-to-day PROJECT issues, as well as design and contract issues with the Engineer, Contractor and CITY.
- ◆ Assist in Claim Evaluation.
- ◆ Monitor PROJECT costs (actual versus budget)
- ◆ Review Contractor's baseline schedules. Maintain schedule updates and review and monitor Contractor's CPM schedule. Provide and maintain as-built schedules and record calendar days during contract work.
- ◆ Document compliance for all Agency contract requirements

- ◆ Coordination and communication with Agency

## 2. PRODUCTS

- ◆ Written documentation pertaining to PROJECT issues
- ◆ Draft Notice to Proceed
- ◆ Change Order Proposals
- ◆ Schedule updates
- ◆ Monthly progress payment requests

## TASK 3.0 – INSPECTION SERVICES

### 1. SPECIFIC ACTIVITIES

- ◆ Inspect work methods and products; verify compliance with PROJECT contract plans and specifications. Full time inspection will be provided throughout the duration of the project. R&E will provide a majority of the on-site observation. It is anticipated that Mill Creek Management will provide on-site observation during the initial phases of GPTMT and HDD. The amount of onsite time will depend on the nature of the construction being performed by the contractor.
- ◆ Inspect materials; verify compliance with PROJECT contract plans and specifications.
- ◆ Inspect equipment; verify compliance with approved submittals and PROJECT contract plans and specifications.
- ◆ Monitor schedule process.
- ◆ Point of contact for quality control testing services.
- ◆ Review required wage rates and conduct employee wage interviews.
- ◆ Prepare inspection correspondence, records and reports.
- ◆ Develop punch lists.

### 2. PRODUCTS

- ◆ Daily inspection report on quality compliance.
- ◆ Punch lists

## TASK 4 – CONSTRUCTION SURVEYING

### 1. SPECIFIC ACTIVITIES

- ◆ Manage the performance of construction surveyor. Surveying will be performed by a licensed land surveyor. Construction surveying provided as part of the construction management contract shall in conjunction with Section 1-05.4 of the Contract Documents and shall include:
  - a) Centerline grade staking
  - b) Offset stakes, grade hubs and cut sheets for sanitary sewer mains, manholes, catch basins, curb and gutter.
  - c) As-built survey

### 2. PRODUCTS

- ◆ Cut sheets
- ◆ As-built point data

## **TASK 5 – TESTING SERVICES**

### **1. SPECIFIC ACTIVITIES**

- ◆ Manage the performance of quality control testing. Testing will be performed on an as-needed basis by an accredited testing laboratory. Quality control testing services provided as part of the construction management contract shall include but is not limited to:
  - d) Soil materials testing
  - e) Proctor analysis and in-place density testing for backfill operations.
  - f) Hot mix asphalt testing
  - g) Concrete compression tests (supplemental testing not specified in construction contract to be provided by Contractor).

### **2. PRODUCTS**

- ◆ Written test results for all tests conducted.

## **TASK 6.0 – PROJECT CLOSEOUT**

### **1. SPECIFIC ACTIVITIES**

- ◆ Conduct final inspection with the CITY and Contractor to establish final punch list.
- ◆ Monitor and verify completion of punch list items and issue substantial completion to Contractor.
- ◆ Conduct field survey for as-built mapping
- ◆ Prepare Certified As-Built Maps
- ◆ Verify submittal of specified warranties and coordinate warranty issues.
- ◆ Transmit recommendation of final completion letter to the CITY.

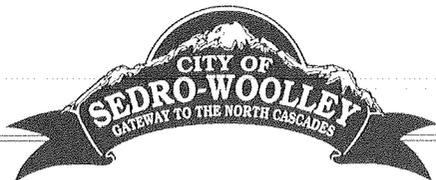
### **2. PRODUCTS**

- ◆ Certified As-Built maps
- ◆ Issuance of Letter of Substantial Completion with final punch list.
- ◆ Issuance of Final Completion letter to the CITY.

Exhibit B

Item	Description	Prime Consultant							Sub Consultant Mill Creek Management	Sub Consultant Lisser & Assoc. Surveying	Sub Consultant Geo Engineers Materials Testing
		Principal	Project Manager	Project Engineer	Field Inspector	Administrative	CADD				
<b>1.0 Construction Contract Administration and Inspection</b>											
1.1	Preconstruction Meeting	0	3	4	2	1	0				
1.2	Review Submittals	0	10	60	0	120	0		10		
1.3	Process Requests for Information	0	8	20	0	16	0				
1.4	Construction Staking	0	5	10	6	2	10				
1.5	Weekly construction meetings	0	10	20	15	30	0				
1.6	Inspection	0	13	52	350	35	0		120		
1.7	Special Inspection	0	6	13	26	18	0				\$6,800
1.8	Response to public concerns and complaints	0	8	15	26	0	0				
1.9	Preparation of Pay Estimates	0	5	20	15	15	0				
1.1	Claims Assistance	4	15	30	24	5	0				
1.11	Coordinate with Client Staff	0	8	20	8	15	0		6		
1.12	Coordinate with Consultant Staff	8	13	26	15	26	4				
1.13	Project Close-out	0	12	35	24	30	4		6		
1.14	As-built Drawings	0	2	4	4	2	16				
	<b>SUBTOTAL</b>	<b>12</b>	<b>118</b>	<b>329</b>	<b>515</b>	<b>315</b>	<b>34</b>	<b>142</b>	<b>\$16,000.00</b>	<b>\$6,800.00</b>	
	Billing Rates	\$123.11	\$100.47	\$77.83	\$77.83	\$41.04	\$66.51	\$190.00			
	<b>TOTAL</b>	<b>\$1,477.32</b>	<b>\$11,855.46</b>	<b>\$25,606.07</b>	<b>\$40,082.45</b>	<b>\$12,927.60</b>	<b>\$2,261.34</b>	<b>\$26,980.00</b>	<b>\$16,000.00</b>	<b>\$6,800.00</b>	

<b>TOTAL</b>	<b>\$143,990.24</b>
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SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

**UNFINISHED  
BUSINESS**

CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 25 2008

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

CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 09 2008

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

**THE CITY OF SEDRO-WOOLLEY**

**COUNCIL & STAFF RETREAT**

**12 June 2008**

# Executive Summary

## **Retreat Purpose:**

### **Develop a 5-year business plan for the city**

The retreat was attended by all of the City Council members, the Mayor and key staff members. The retreat was organized into two segments. The purpose of the first segment was to give the City Council and staff background information on the state of the Sedro Woolley's current financial condition and ideas about how other cities are responding to challenge of maintaining or improving the current level of service to constituents with declining financial resources.

The second segment was designed as a facilitated workshop to produce a 5 year business plan for the City that would include a vision statement and a mission statement along with goals and objectives that could be utilized by city leadership in establishing budget priorities and work programs.

At the beginning of the retreat a staff presentation highlighted the fact that the City's current and projected revenue sources would not be able to sustain the current level of services. At this point the City has three choices. Cut back on services provided by the city, increase taxes or expand the tax base through an economic development program. The consensus of the attendees was that expanding the tax base by recruiting new businesses was the most responsible action to ensure the long term financial health of the City.

The results of the workshop to produce a 5 year business plan are outlined below:

### ***Vision Statement:***

***Sedro-Woolley is a friendly City that is characterized by City Government and Citizens working together to achieve a prosperous, vibrant and safe Community.***

### ***OUR MISSION AS A CITY:***

***To provide services and opportunities which create a Community where people choose to live work and play.***

### ***Critical Goals and Objectives:***

#### ***I. Business, Community & City Partnership.***

- Partner with developers to obtain desired improvements/character.
- Partner with Chamber Of Commerce, School District & Hospital.

- Partnership for Recreation.
- Revitalize Northern State Property.
- Expand tourism.
- Partner with other Governments & Tribe.

## ***II. Image/Public Relations.***

- Improve our image.
- Make City Government more user friendly.
- Educate and inform Citizens about the Goals and Vision.
- Develop predictable processes.
- Market our City.
- Establish a Performing Arts Center.

## ***III. Infrastructure Investments.***

- Improve traffic on Highway 20, Highway 9 and Jameson & Jones.
- Repair the downtown buildings.
- Develop a Core Plan for SR 20, Highway 9 and F & S Grade.
- Finish and improve the infrastructure.
- Make infrastructure investments.

## ***IV. Service Productivity & Innovation.***

- Streamline the permitting processes.
- Expand Fire and Police Services.

#### ***V. Promote Economic Development***

- Rezone Industrial/Commercial.
- More property North?/East? – Annex UGH Exp.
- Bring in more businesses.
- Change the zoning and development regulations.
- Business recruitment.

#### ***VI. Innovative Recreational Development.***

- Expand recreational opportunities – Parks.
- Parks – Northern State Recreation Area – commence improvements.
- Provide youth activities.

## **Purpose Of The Retreat:**

**To continue the process of developing a 5-year plan for the City.**

### **Formulating & Describing A “Preferred Future” For The City Of Sedro-Woolley The Basis For Defining Goals, Objectives & Action Plans**

#### **Discussion Outline:**

**I. The Change Model & The Strategic Planning Process.**  
(4:00 p.m. – 4:15 p.m.) (15)

Purpose: To build a stronger understanding of how change happens and the nature of the planning process.

**II. Building A Common Picture Of A Preferred Future.**  
(4:15 p.m. – 6:00 p.m.) (105)

Purpose: To develop a picture of how the City looks at present and how it will look in the year 2013 in terms of meeting its internal and external needs.

**III. Summary, Conclusion & Next Steps**  
(6:00 p.m. – 6:15 p.m.) (15)

Purpose: To review key points, reach a conclusion as to what has been accomplished and identify next steps in the planning process.

**Following are the results of discussions to begin the development of a Strategic Plan for the City Of Sedro-Woolley, based upon the above Discussion Outline:**

The workshop leader introduced the nature of the planning process by having the 13 person group seated at two tables. The groups were asked to make “nametags” for themselves with the paper and felt tip pens provided. When the task was finished the group was asked for observations. The conclusion was, “we completed the task and people all did it differently”. The workshop leader then demonstrated how he wanted the name card to look when finished. The point was, “unless we all have the same picture in our heads of how the finished product is supposed to look, we’ll end up with different results.

**This conclusion was a way to introduce the idea the City officials and Staff need to have a picture in their heads of how they see the City looking 5 years from now as the basis for developing a Strategic Plan and obtaining the support of Citizens and Businesses in the Community.**

The workshop leader explained the nature of change, how it happens and it could be illustrated by the formula,  $D \times V \times FS > \text{Resistance To Change}$ , where D is Dissatisfaction with the “now”, V is Vision or a picture of “what better looks like and FS stands for First Steps. The point being, to reduce resistance to change in an organization we need to spend our time working on the left hand side of the equation. One of the group members, (the person who left for Spokane in the p.m.) pointed out if any of the work on the left hand side of the equation is left undone there will be no lessening of the resistance to change. This conclusion is not often reached by members of a planning group.

The point was continually being made that **“a picture is worth a thousand words”**. At this time the group was asked to draw a picture of how the City looks at present to people within the City as it related to:

- a. Responsiveness to Citizens
- b. Processing requests
- c. Redundancy in services
- d. Efficiency
- e. End product matching Citizen needs

Each group drew a picture of how they believed the City was perceived by Citizens. The aim of this assignment was to surface the “Dissatisfaction” as explained in the “nature of change” formula. Each group discussed the meaning of the pictures. (Note: The pictures were given to the City Supervisor)

Each group then was asked to draw a picture of the “Preferred Future” or to draw “what better looks like” in the year 2013. The aim of this assignment was to compare the future with “now” as it related to the above 5 items. The pictures were explained to the groups. (Note: The pictures were later given to the City Supervisor)

The groups were asked to look at their pictures and describe in words the preferred future in terms of:

- a. What you see happening (in the City)
- b. What you see people doing (in the City)
- c. How you see people acting (in the City)
- d. How you perceive the external customers acting (those not in the City.)

Following are the results of the discussions:

Group:

*What we see happening:*

1. People working in harmony.
2. Smooth sailing/comfort.
3. Numerous job opportunities.
4. Common Goals.
5. People feeling safe in the Community.
6. Prosperous Community.

*What we see people doing:*

1. Recreational/youth activities, i.e., YMCA
2. Shopping locally (choices)
3. Getting along (individuals/citizens/City)
4. More confidence.
5. Economic stability.
6. Moving in the same direction.

*How we see people acting:*

1. Happy.
2. Communicating.
3. Trying new things.
4. Togetherness.
5. More “fishing”.
6. Going after what we need.

*How we see the external customers acting:*

1. More desirable – how others see us.
2. “One-Stop” shopping.
3. Progressive.
4. Friendly City – Business/Citizens & Tourists.
5. \$ attractive – development and residential.

Group:

*What we see happening:*

1. Prosperity.
2. Growing commercial, industrial, residential.
3. Positive image.
4. Good infrastructure/parks, etc.
5. Managed growth.

*What we see people doing:*

1. Increased activities and facilities for youth.
2. Shopping locally.
3. Working in town.
4. Citizens participating in the Community.

*How we see people acting:*

1. Feeling safe and secure.
2. Partnering.
3. Expressing pride in Sedro-Woolley.

*How we see the external customers acting:*

1. Discussing benefits of Sedro-Woolley.
2. Shopping.
3. Using our extensive Park System.
4. Vacation stop.

5. Relocating to Sedro-Woolley.
6. Developing projects with positive experience.

The group was asked to think about the common themes represented by the ideas written on the chartboard. Following are the results of the discussion:

**Common Themes Our Pictures Represented & To Be Used In The Development Of A Vision Statement:**

1. Sedro-Woolley is friendly.
2. A City that is prosperous.
3. People feel safe.
4. Self-supporting.
5. Local shopping/services.
6. Community pride.
7. Tourist destination.
8. Development friendly.
9. Increased recreation activity.
10. Partnering/common Goals.
11. Well-informed public (communication)
12. Job opportunities.
13. Vibrant school system. (passing W.A.S.L.)

From these Common Themes the group developed the following **Vision Statement:**

***OUR VIEW OF THE FUTURE:***

***Sedro-Woolley is a friendly City that is characterized by City Government and Citizens working together to achieve a prosperous, vibrant and safe Community.***

The workshop leader reviewed previous work done by City Officials and Staff relative to the Mission or Purpose of the City. That work was amended and a new Mission Statement developed as follows:

***OUR MISSION AS A CITY:***

***To provide services and opportunities which create a Community where people choose to live work and play.***

The group's effort at this time was directed toward the development of the "Main Things To Aim For" to achieve the "Preferred Future" as defined in the Vision Statement or "Critical Goals". Each Group was asked to develop their ideas of "Goals". Following are the results of the discussion:

Group:        *Goals*

1.     Rezone/industrial/commercial.
2.     Improved image.
3.     Finish and improve infrastructure.
4.     More property north?/east? – Annex. UGH exp.
5.     Bring in more business.
6.     Partnership for recreation.
7.     Revitalize Northern State property.
8.     Expand tourism.
9.     Repair downtown buildings.
10.    Partnership with other Governments & Tribe.
11.    SR 20 Core Plan – Highway 9 – FES Grade
12.    Improve traffic – Highway 20, Highway 9/Jameson & Jones.
13.    Make City Government more user friendly.
14.    Provide youth activities.

Group:        *Goals*

1.     Educate and inform Citizens regarding Goals, Vision, Mission.

2. Streamline permit processing/local regulation reform.
3. Predictable processes.
4. Change zoning & development regulations.
5. Infrastructure investments.
6. Market our City.
7. Business recruitment.
8. Expand recreational activities/Parks.
9. Partner with developers to obtain desired improvements/character.
10. Expand fire and police services.
11. Parks – Northern State Recreation Area – commence improvements.
12. Performing Arts Center.
13. Partner with Chamber, School District & Hospital.

The ideas of the group were consolidated into the following Critical Goals:

***Critical Goals:***

***I. Business Community & City Partnership.***

***II. Image/Public Relations.***

***III. Infrastructure Investments.***

*IV. Service Productivity & Innovation.*

*V. Economic Development Promotion.*

*VI. Innovative Recreational Development.*

The workshop leader explained, now that the Critical Goals had been agreed upon, the remaining ideas listed by the group for Goals could be included under the overall Critical Goals as **Objectives**. *An Objective is defined as “What is to be accomplished”, “By When”, “At What Cost” and “Who is responsible”.*

Following are the Critical Goals with the Objective Area listed as the group outlined:

*I. Business Community & City Partnership.*

**Objectives:**

- Partner with developers to obtain desired improvements/character.
- Partner with Chamber Of Commerce, School District & Hospital.
- Partnership for Recreation.
- Revitalize Northern State Property.
- Expand tourism.
- Partner with other Governments & Tribe.

*II. Image/Public Relations.*

**Objectives:**

- Improve our image.
- Provide youth activities.
- Make City Government more user friendly.
- Educate and inform Citizens about the Goals and Vision.
- Develop predictable processes.
- Market our City.
- Establish a Performing Arts Center.

### ***III. Infrastructure Investments.***

#### **Objectives:**

- Improve traffic on Highway 20, Highway 9 and Jameson & Jones.
- Repair the downtown buildings.
- Develop a Core Plan for SR 20, Highway 9 and F & S Grade.
- Finish and improve the infrastructure.
- Make infrastructure investments.

### ***IV. Service Productivity & Innovation.***

#### **Objectives:**

- Streamline the permitting processes.

- Expand Fire and Police Services.

#### ***V. Economic Development Promotion.***

##### **Objectives:**

- Rezone Industrial/Commercial.
- More property North?/East? – Annex UGH Exp.
- Bring in more businesses.
- Change the zoning and development regulations.
- Business recruitment.

#### **VI. Innovative Recreational Development.**

##### **Objectives:**

- Expand recreational opportunities – Parks.
- Parks – Northern State Recreation Area – commence improvements.

***The workshop leader pointed out, all Objectives need to have Action Plans developed to include the completion date and who is responsible to see the Action is initiated and is completed***

The group discussed Next Steps and they are as follows:

##### ***NEXT STEPS:***

1. Deliver/provide results of the meeting to Staff & Council

Who: Chuck/Sue

By When: 18 June 2008

2. City Staff representative takes finished product to the City Council for approval.

Who: City Staff Designate  
By When: 25 June

3. Public Relations.

Who: ?  
By When: ?

4. Initiate the Budget Process & Comprehensive Plan.

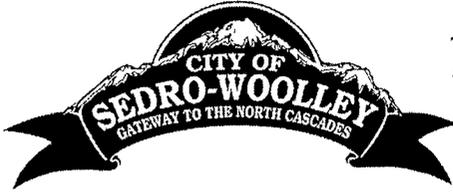
Who: Eron  
By When: After 6/25/08

**A conclusion was reached that development of a Strategic Plan had begun and seeing it through was a leadership issue, falling on everyone's shoulders. It was pointed out by the group, no matter who didn't continue on the Council, the plan was the vital link between the City and the Community and would continue as developed in the meeting.**

NEW  
BUSINESS

CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 09 2008



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

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Utility Relocation Ordinance  
DATE: July 9, 2008

ISSUE: Should the Council adopt the draft ordinance addressing utility relocation as presented by Staff?

BACKGROUND: The City controls the street rights-of-way within the City's limits. Over the years the City has allowed many utilities to locate their facilities within the ROW including but not limited to, natural gas, water, sewer, electricity, telephone, cable TV, internet, etc. Some of these utilities are located in our ROW as a result of franchise agreements, others as a result of federal laws which preempt the requirement for franchise agreements and others as a result of state authorization. As the sovereign, the City has the authority to control its ROW and as part of a road project or other City project, can require the utilities located within the ROW to relocate at the utility's sole expense (this does not apply to undergrounding of electrical utilities which is subject to a tariff from the WUTC).

This ordinance is intended to provide a clear framework for ordering utilities to relocate as required by the City. For example, if the City has a road project that includes widening the asphalt section or adding sidewalks and the PSE poles require relocation to a different place in the ROW, this ordinance (and the terms of the City's franchise agreement with PSE) would dictate the process by which the City would order and require the relocation.

RECOMMENDATION: Motion to adopt Ordinance Number \_\_\_\_\_-08 addressing relocation of utilities in the City's rights-of-way.

**Ordinance No.**

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON ADDING A NEW CHAPTER 7.02 TO THE MUNICIPAL CODE REQUIRING UTILITIES OCCUPYING THE CITY RIGHTS OF WAY TO RELOCATE FACILITIES AT THEIR EXPENSE WHEN SUCH RELOCATION IS REQUIRED BY ANY PUBLIC WORKS PROJECT OR WHEN THE PUBLIC HEALTH AND SAFETY REQUIRE**

**Whereas, RCW 35A.47.040 confers broad authority on the City to regulate the use of the public streets and rights of way and to protect the public health and safety, and**

**Whereas, the City has allowed various utilities, including public utilities to occupy portions of the City rights of way with their facilities, and**

**Whereas, from time to time it may be necessary to relocate such facilities in order to accommodate improvements to the right of way or when such facilities are in conflict with other public works projects, and**

**Whereas, in such cases the City should have authority to order relocation at the utilities own expense, and**

**Whereas, this ordinance is adopted pursuant to the City's police power as set forth in Article 11, Section 11 of the state constitution and RCW 35A.47.040, now therefore,**

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

**Section 1.** A new Chapter 7.02 is hereby added to the Municipal Code to be entitled "Utility Relocation" and to read as set forth herein.

**Section 2.**

7.02.010 Definitions

- A. City Supervisor includes his or her designee.
- B. Facilities includes all poles, wires, pipes, pumps and other appurtenances within, under or above the City rights of way and utilized by the Utility.
- C. Utility includes any company or legal entity, public or private, engaged in the business of furnishing the public with electricity, telephone, telecommunications, fiber-optic cable, natural gas, water and/or sewerage services.

7.02.020 Relocation required

Whenever ordered by the City Supervisor as provided herein, any Utility shall relocate its Facilities within the City right of way at its sole cost and expense.

#### 7.02.030 Relocation order authorized

The City Supervisor is authorized to require Utilities to relocate their Facilities under the following circumstances:

A. When the right of way is to be improved and such Facilities are located either in the area of the right of way is to be improved, or are located in such a way as to be a hazard or potential hazard to the public health and safety.

B. When such Facilities are located in the right of way such that they conflict with the planned location of other City owned facilities.

C. Relocation shall include another area of the same right of way, or if no such area exists which will meet the provisions of this Chapter, then to another City right of way.

#### 7.02.040 Contents of Order

The City Supervisor's order to the Utility to relocate its Facilities shall contain the following:

A. A description of the Facilities to be relocated and the reasons why such relocation is necessary.

B. A description of where within the right of way such Facilities are to be relocated and/or a requirement that the Utility submit plans to the City for approval showing the relocation and a date by which such plans shall be submitted.

C. A date by which such relocation is to be accomplished.

#### 7.02.050 Appeal

The Utility may appeal the Order to Relocate if it files a notice of appeal with the City Clerk within 14 days of the date of the Order. Appeal shall be to the City Council. The Utility shall have the burden of proving that the City Supervisor's decision was clearly erroneous. The decision of the City Council is final with any further appeal to Skagit County Superior Court.

#### 7.02.060 Enforcement

Failure of the Utility to comply with the provisions of the City Supervisor's order to relocate shall be a civil infraction with a civil fine of two hundred fifty Dollars (\$250.00). Each day of violation shall be deemed a separate infraction, subject to the civil fine as specified above. In addition, the City Supervisor is authorized to take such additional actions to enforce the provisions of this Chapter, including civil action in superior court.

**Section 3.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 7.** This Ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
MIKE ANDERSON, MAYOR

Attest:

\_\_\_\_\_  
Patsy Nelson, Finance Director

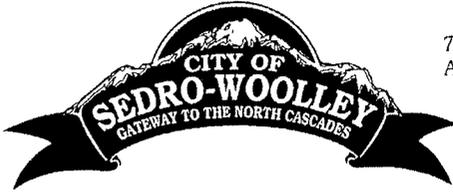
Approved as to form:

\_\_\_\_\_  
Eron Berg, City Attorney

CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 09 2008

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



CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Township Sanitary Sewer Project  
DATE: July 9, 2008

ISSUE: Should the Council adopt the attached resolution authorizing the Mayor to award the bid on the Township Sewer project and delegating change order authority to the PW Director?

BACKGROUND: Bids will be opened on this project on July 9<sup>th</sup> at 10:00 A.M. It will take Mark a few days to check references and verify bid totals – however, we are interested in getting the bid awarded and the contract signed without delay.

The draft resolution authorizes the Mayor to award the bid and sign the contract documents following Mark's recommendation. It also delegates change order authority to Mark so he can manage the project – this is the same process used with the SR 20 Phase 2 project we are completing.

RECOMMENDATION: Motion to adopt Resolution \_\_\_\_\_ authorizing the Mayor to award the bid and delegating authority to the PW Director for the Township Sewer Project.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
AUTHORIZING THE MAYOR TO AWARD THE BID AND AUTHORIZING THE PUBLIC WORKS  
DIRECTOR TO MANAGE THE TOWNSHIP SEWER IMPROVEMENT PROJECT AND DELEGATING  
AUTHORITY TO APPROVE CHANGE ORDERS**

WHEREAS, bids were opened on July 9, 2008 and the Public Works Director reported to the City Council the apparent low bidder;

WHEREAS, the apparent low bidder's references and qualifications have not yet been fully vetted, but the City Council desires to authorize the Mayor to award the bid to construct the Township sanitary sewer improvements to the low bidder as recommended by the Public Works Director and the City Council desires this to occur before its next regular meeting; and

WHEREAS, before the contractor mobilizes, the City Council desires to identify the project manager and delegate authority to the City's project manager to authorize change orders with certain limitations; and

WHEREAS, the City's Public Works Director/City Engineer is the project engineer and manager for the project; and

WHEREAS, the City desires the construction of that project with a process that both includes the City Council in critical decision-making and allows for rapid decision-making when required by site conditions and project circumstances; and

**THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES HEREBY  
RESOLVE AS FOLLOWS:**

**Section 1:** The Mayor is authorized to award the bid for the Township sanitary sewer project to the lowest bidder as recommended by the Public Works director, and, the Mayor is authorized to enter into a contract with that contractor to construct the project.

**Section 2:** The Public Works Director/City Engineer is hereby authorized to enter into Change Orders with the contractor provided that the following conditions are met:

- A. Any individual Change Order does not exceed the amount of twenty five thousand Dollars (\$25,000.00).
- B. The aggregate total of all Change Orders approved under this Resolution shall not exceed the project's contingency budget.
- C. Following the approval of any Change Order under this Resolution, the Public Works Director shall provide an information report to the Council with the details.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
9<sup>th</sup> DAY OF JULY, 2008.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

COMMITTEE

REPORTS

AND

REPORTS

FROM

OFFICERS

**EXECUTIVE  
SESSION**