

Next Ord: 1620-08

Next Res: 774-08

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

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

**CITY COUNCIL AGENDA**

**September 24, 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.

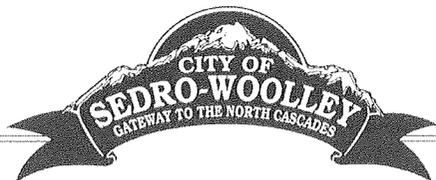
- a. Minutes from Previous Meeting
  - b. Finance
    - Claim Vouchers #64466 to #64598 in the amount of \$357,922.33
    - Payroll Warrants #43428 to #43531 in the amount of \$177,333.44
  - c. Possible Contract Award - Jameson Street Arterial Extension to SR-9 - H.W. Lochner
  - d. Possible Contract Award - 2008 Sanitary Sewer CIPP Project - Reichhardt & Ebe
  - e. Master Agreement - Ikon Office Solutions, Inc.
  - f. Resolution - Declaring certain property as surplus and authorizing its disposition
4. Public Comment (Limited to 3-5 minutes)

**NEW BUSINESS**

5. Resolution - Adjustment of city limits near Thresher Avenue (annexation) (*action requested*)
6. Proposed Annexation of UGA Properties - Fire Ridge, LLC property west of S. Third St. (*provide direction*)
7. Resolution - Amending the Hearing Examiner fees for appeals (*action requested*)
8. Resolution - Adopting a revised Comprehensive Solid Waste Management Plan (*action requested*)

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION/YES**



DATE: September 24, 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 September 24, 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.

SEP 24 2008

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CITY OF SEDRO-WOOLLEY  
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7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3A

Regular Meeting of the City Council  
September 10, 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, Pat Colgan, Hugh Galbraith, Rick Lemley (Late) and Dennis London. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiburger, Police Chief Wood and Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #64370 to #64465 in the amount of \$195,162.34 (Voucher #64369 in the amount of \$2,881,227.67 approved as manual warrant at August 27, 2008 Council Meeting).
  - Payroll Warrants #43317 to #43427 in the amount of \$237,532.21 (voided #43368 through #43371).

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

Public Comment

Mayor Anderson made a statement regarding a recent quote published in the Skagit Valley Herald and his disappointment in the paper. He stated the quote was only part of what he said and it gave the wrong indication of his feelings for the City of Sedro-Woolley. He said he had raised his family here and truly cares about the City of Sedro-Woolley and the people who live in the City.

Chris Doorn – 1205 Railroad Ave, read a prepared statement indicating his opposition to the location of the proposed recycling facility in Sedro-Woolley. Doorn polled the Councilmember's on what their current stance on the issue is.

Councilmember's Splane, Lemley, London and Colgan stated their opinions.

Discussion ensued regarding choice of location, outside review and the October 2<sup>nd</sup> decision date.

Doorn spoke of past leaders in the community and believes this to be the time for the Council to step up and become the leaders of tomorrow by representing the citizens who elected them.

Donna Trulio –939 Wicker Road, addressed the Council and encouraged the Council to fight the battle for the people and the future of Sedro-Woolley.

Lynn Torset – 9419 Soren Road, thanked the Council and City departments for their support to the Lions Club, Chamber of Commerce, Loggerodeo and other organizations.

Mayor Anderson thanked the Lions Club for all they do in the community and their recent paint job at the Bingham Park shelter.

Douglas Wilson – 802A Rita, thanked the Mayor for clarifying his statement in the Skagit Valley Herald. Wilson noted the absence of the Skagit Valley Herald at the meeting.

Kevin Osborne – 1509 11<sup>th</sup> St., addressed the Council regarding his site visits to the Ferndale facility on August 31<sup>st</sup>. Osborne spoke of the odor and traffic flow and expressed concern that the road, even if improved would not be able to handle the traffic.

Paul Chaplin – 315 Warner Street, stated the issue of a recycle facility location is of vital importance and requested decisions be in the open. He also questioned the ownership of the property and wondered who to sue for the loss of property values.

Al Doorn – 1215 Railroad Ave., reported on conversations with most of the Councilmember's regarding the recycle facility. He questioned their feelings now that the Judge has made a ruling.

Discussion ensued regarding the ruling of the Judge and Councilmember's knowledge of the ruling.

Mary McGoffin – 268 Burrows Ln. – explained the decision as it was handed down from Judge Castleberry. She stated the Judge decided to send the SEPA back to City for environmental review. At that time he could have decided where the review should start but had not thought it through to that detail. He requested all the Attorney's involved to set a time line. The Attorney's were unable to agree so the Judge will make the determination on October 2<sup>nd</sup> and decide at what point environmental review will begin. McGoffin stated that it is premature to press everybody.

Al Doorn again requested the Councilmember's state their feeling with discussion from Councilmember's Lemley, Colgan, London and Meamber.

Dennis O'Neil – 109 Talcott St., questioned if the proposal was submitted as a recycle facility and now the materials are changing how would the initial decision be relevant.

He also stated if the opportunity becomes available it is imperative to have a change in zoning.

Discussion ensued of the High School issue, zoning and Councilmember's responsibility to represent voters to identify properties that may need to be rezoned.

Steve O'Neil – 408 Metcalf, owner of The Roost, questioned the ability to rezone property if the owner doesn't want it.

Discussion took place of the rezone process, the passing of an ordinance that redefined how any sort of facility like Deluxe would be permitted in the future and the timeline of rezoning.

## **OLD BUSINESS**

### Police Evidence/Parks Department Buildings

City Supervisor/Attorney Berg reviewed the completion of the Police Evidence Building and the Parks Building. Berg noted there will be no open house scheduled for the Police Evidence building but one will be scheduled for the Parks Building, to be announced at a later date. He requested Council action for Change Order 1 for each building (Parks Building in the amount of \$17,172.71 and Police Evidence Building \$2,622.70).

Discussion ensued regarding the door hardware.

Councilmember London moved to approve both Change Orders #1 for the Police Evidence Building and the Parks Building. Seconded by Councilmember Colgan.

Councilmember Galbraith noted his frustration with change orders and a discussion on change orders followed.

Motion carried (6-0).

Councilmember Meamber – requested connection fees be placed on the next worksession agenda.

The request was remanded to the Utility Committee for discussion and further review.

## **COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

Mayor Anderson – requested appeal fees for the Hearing Examiner be reviewed. He also discussed a request from a local business owner to close Metcalf Street from Woodworth to Ferry during the Oyster Run on September 28, 2008.

Discussion ensued regarding safety concerns, local officer's participation in State traffic enforcement for the run and Sunday opening for other local businesses.

Police Chief Wood – noted it had been a tough week for law enforcement with the recent tragedy and loss of Deputy Anne Jackson. He noted she was at the station a lot and the Officers are suffering her loss.

Engineer Freiberger – reported he has been requested by the City of Burlington’s Public Works Department to participate in consultant selection interviews for their levy inspection program on October 1<sup>st</sup> and 2<sup>nd</sup>. They also asked if one of our Councilmember’s might be willing to participate in the process. Freiberger also reported on the Metcalf St. Sewer project and announced the date for a public open house for the proposed roundabout project to be held on October 7<sup>th</sup> which is the date of the next Council worksession. He then announced the upcoming quarterly safety meeting will be held at the new Parks Department building on October 1<sup>st</sup>. A presentation on electrical safety will be the focus.

City Supervisor/Attorney Berg – noted in the packet the response regarding the Council’s inquiry of paying businesses for lost revenue as a result of Public Works projects within a public right-of-way. Berg noted the opinion was an outside legal opinion.

Finance Director Nelson – reviewed the audit report and noted in the area of the financial statement there will be no findings, and no findings in the Federal single audit. She noted they did have a few recommendations and their focus was on the billing process. Nelson reported that the Auditors have determined that hotel/motel tax cannot be used for the flower baskets as it is considered beautification and not allowable.

Mayor Anderson – passed on a comment from Shane Walley, Parks Department foreman noting that the flower baskets are still going great and noting that the City of Burlington have already removed their flower baskets.

Councilmember Colgan – noted the need for paving in front of the High School Gym. Engineer Freiberger said the repaving is on the list for next year but they are keeping a watch on the road.

Councilmember Lemley – announced the upcoming Founders Day events planned for this coming weekend with the bank robbery reenactment on Saturday and a Car Show on Sunday at Riverfront Park, complete with a Wolfman Jack impersonator.

Councilmember London – announced the upcoming Wildcat Steelhead Club’s BBQ on September 28<sup>th</sup>.

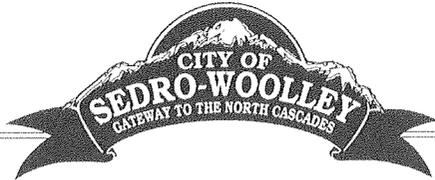
## **EXECUTIVE SESSION**

The meeting adjourned to Executive Session at 8:25 P.M. for the topic of Personnel for approximately 30 minutes with no decision anticipated.

The meeting reconvened at 9:35 P.M.

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

The meeting adjourned at 9:35 P.M.



DATE: September 24, 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 September 24, 2008.

Motion to approve Claim Vouchers #64466 to #64598 in the amount of \$357,922.33.

Motion to approve Payroll Warrants #43428 to #43531 in the amount of \$177,333.44.

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
64466	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	715.00
		MISC-FILING FEES/LIEN EXP	SAN	589.00
		WARRANT TOTAL		1,304.00
64467	ALLELUJAH BUSINESS SYSTEMS	MISC-PRINTING & BINDING	PLN	218.05
		WARRANT TOTAL		218.05
64468	ALLEN, DEBRA	MEALS/TRAVEL	SWR	326.43
		WARRANT TOTAL		326.43
64469	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES	PD	253.53
		OPERATING SUPPLIES	SAN	172.58
		WARRANT TOTAL		426.11
64470	A.T.V. ACCESSORIES	REPAIRS/MT-PARKS SHOP	PK	113.40
		WARRANT TOTAL		113.40
64471	ARAMARK UNIFORM SERVICES	LAUNDRY	CS	40.96
		LAUNDRY	PK	20.00
		LAUNDRY	PK	67.85
		MISC-LAUNDRY	CEM	24.09
		MISC-LAUNDRY	ST	22.90
		MISC-LAUNDRY	ST	27.12
		LAUNDRY	SWR	46.88
		WARRANT TOTAL		249.80
64472	A.S.A.P. SIGN & DESIGN	PROFES. SVCS. REIMBURSE	ENG	97.20
		WARRANT TOTAL		97.20
64473	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	8,027.50
		WARRANT TOTAL		8,027.50
64474	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	1,542.66
		AUTO FUEL/DIESEL	FD	585.88
		AUTO FUEL/DIESEL	PK	748.16
		VEHICLE FUEL - GOLF	PK	27.00
		VEHICLE FUEL - GOLF	PK	202.30
		VEHICLE FUEL - GOLF	PK	748.16
		AUTO FUEL/DIESEL	CEM	89.44
		AUTO FUEL/DIESEL	CEM	58.48
		OPERATING SUPPLIES	ST	176.86
		AUTO FUEL/DIESEL	ST	347.11
		AUTO FUEL/DIESEL	ST	289.00
		AUTO FUEL/DIESEL	ST	359.36
		MAINT OF GENERAL EQUIP	SWR	77.56
		AUTO FUEL/DIESEL	SWR	157.02
		AUTO FUEL/DIESEL	SAN	93.69
		AUTO FUEL/DIESEL	SAN	2,641.98
		WARRANT TOTAL		8,144.66
64475	AT&T MOBILITY	TELEPHONE	PD	718.72
		WARRANT TOTAL		718.72

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
64476	BANK OF AMERICA	TRAVEL	ENG	11.32
		WARRANT TOTAL		11.32
64477	BANK OF AMERICA	PRINTING/PUBLICATIONS	PD	56.97
		TRAINING SUPPLIES	PD	484.03
		OFFICE SUPPLIES	FD	56.96
		REPAIRS/MT-PARKS SHOP	PK	88.51
		AUTO FUEL/DIESEL	SWR	58.65
		MEALS/TRAVEL	SWR	386.60
		MEALS/TRAVEL	SWR	245.86
		WARRANT TOTAL		1,377.58
64478	BANK OF AMERICA	MEALS/TRAVEL	EXE	20.00
		WARRANT TOTAL		20.00
64479	BANK OF AMERICA	OFFICE/OPERATING SUPPLIES	IT	17.25
		SMALL TOOLS/MINOR EQUIP	IT	205.18
		SMALL TOOLS/MINOR EQUIP	IT	80.84
		SMALL TOOLS/MINOR EQUIP	IT	80.00
		NETWORK HARDWARE	IT	290.77
		NETWORK HARDWARE	IT	928.00
		WARRANT TOTAL		1,602.04
64480	BAY CITY SUPPLY	REPAIRS/MAINT-DORM	FD	129.35
		OPERATING SUP - RIVERFRONT	PK	71.15
		OPERATING SUP - CITY HALL	PK	56.08
		OPERATING SUP - CITY HALL	PK	96.16
		WARRANT TOTAL		352.74
64481	BERG VAULT COMPANY	LINERS	CEM	1,678.50
		WARRANT TOTAL		1,678.50
64482	BERG, ERON	MEALS/TRAVEL	EXE	47.61
		WARRANT TOTAL		47.61
64483	ECOTONE SOLUTIONS LLC	PROFESSIONAL SERVICES	ENG	1,725.00
		WARRANT TOTAL		1,725.00
64484	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	127.39
		UNIFORMS/ACCESSORIES	PD	136.40
		UNIFORMS/ACCESSORIES	PD	19.39
		UNIFORMS/ACCESSORIES	PD	185.10
		UNIFORMS/ACCESSORIES	PD	16.20
		UNIFORMS/ACCESSORIES	PD	93.83
		UNIFORMS/ACCESSORIES	PD	143.42
		UNIFORMS/ACCESSORIES	PD	445.49
		WARRANT TOTAL		1,167.22
64485	BLYTHE PLUMBING & HEATING INC	REPAIR/MT-HAMMER SQUARE	PK	176.85
		WARRANT TOTAL		176.85
64486	BOTTOMLINE HEALTH	BOOKS, PERIOD, RECORDS	LIB	29.95

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		29.95
64487	BOULDER PARK, INC	SOLIDS HANDLING	SWR	3,767.52
		WARRANT TOTAL		3,767.52
64488	BOUWENS, JENNIFER A.	PROSECUTING ATTY	JUD	2,500.00
		WARRANT TOTAL		2,500.00
64489	BUSINESS MONTHLY	BOOKS, PERIOD, RECORDS	LIB	108.00
		WARRANT TOTAL		108.00
64490	CARLETTI ARCHITECTS P.S.	BUILDINGS & STRUCTURES	FD	833.75
		ARCHITECT & ENGINEERING	CH	423.75
		WARRANT TOTAL		1,257.50
64491	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	156.55
		PUBLIC UTILITIES	PD	10.60
		UTILITIES-COMMUNITY CTR	PK	32.64
		UTILITIES-SENIOR CENTER	PK	39.98
		UTILITIES-HAMMER SQUARE	PK	14.80
		UTILITIES - SHOP	PK	25.29
		PUBLIC UTILITIES	ST	11.65
		PUBLIC UTILITIES	LIB	10.60
		PUBLIC UTILITIES	SWR	48.60
		PUBLIC UTILITIES	SAN	62.02
		WARRANT TOTAL		412.73
64492	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	17.60
		WARRANT TOTAL		17.60
64493	CEMEX	REPAIR/MAINT-STREETS	ST	226.21
		REPAIR/MAINT-STREETS	ST	564.41
		REPAIR/MAINT-STREETS	ST	252.72
		REPAIR/MAINT-STREETS	ST	1,263.60
		WARRANT TOTAL		2,306.94
64494	CHICKADEE	BOOKS, PERIOD, RECORDS	LIB	45.00
		WARRANT TOTAL		45.00
64495	CITIES INSURANCE ASSOC.	INSURANCE	SAN	1,000.00
		WARRANT TOTAL		1,000.00
64496	COOK PAGING (WA)	TELEPHONE	FD	6.26
		WARRANT TOTAL		6.26
64497	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	815.11
		REPAIR & MAINT - AUTO	PD	42.93
		WARRANT TOTAL		858.04
64498	CRYSTAL SPRINGS	SUPPLIES	LGS	23.97
		OPERATING SUPPLIES	CS	26.65
		OPERATING SUPPLIES	FD	26.64

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		OPERATING SUP - PARKS SHOP PK	34.63
		OPERATING SUP - GOLF PK	5.16
		OPERATING SUPPLIES CEM	18.65
		OPERATING SUPPLIES ST	43.40
		OPERATING SUPPLIES SWR	69.88
		OPERATING SUPPLIES SAN	162.47
		WARRANT TOTAL	411.45
64499	CUSTOM EMBROIDERY	SAFETY EQUIPMENT SWR	149.71
		WARRANT TOTAL	149.71
64500	DC'S PRINTING & AWARDS	OPERATING SUPPLIES FD	11.34
		WARRANT TOTAL	11.34
64501	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES JUD	8.50
		SUPPLIES FIN	9.75
		OFFICE/OPERATING SUPPLIES PD	29.25
		PROFESSIONAL SERVICES INSP	8.50
		WARRANT TOTAL	56.00
64502	DAVID EVANS & ASSOC INC	ENGINEERING-SKAGIT LIGHT AST	11,300.71
		WARRANT TOTAL	11,300.71
64503	DESTINATION WIRELESS	TELEPHONE PD	102.58
		OPERATING SUPPLIES SWR	10.79
		WARRANT TOTAL	113.37
64504	E & E LUMBER	OPERATING SUPPLIES FD	8.75
		OTHER IMPROVEMENTS PK	57.21
		OPERATING SUPPLIES ST	55.18
		OPERATING SUPPLIES ST	5.18
		OPERATING SUPPLIES ST	47.92
		OPERATING SUPPLIES ST	23.17
		OPERATING SUPPLIES SWR	36.02
		OPERATING SUPPLIES SWR	44.96
		OPERATING SUPPLIES SWR	6.37
		OPERATING SUPPLIES SWR	13.71
		OPERATING SUPPLIES SAN	11.87
		REPAIRS/MAINTENANCE	18.00
		REPAIRS/MAINTENANCE	9.70
		REPAIRS/MAINTENANCE	12.14
		WARRANT TOTAL	278.14
64505	ENTERPRISE SALES, INC.	CONTAINERS SAN	408.55
		WARRANT TOTAL	408.55
64506	ENTERPRISE OFFICE SYSTEMS	SUPPLIES JUD	11.62
		WARRANT TOTAL	11.62
64507	FASTENAL COMPANY	OPERATING SUPPLIES ST	17.42
		WARRANT TOTAL	17.42

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
64508	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	35.20
		WARRANT TOTAL		35.20
64509	FIRE.COM	REPAIRS/MAINT-EQUIP	FD	89.20
		WARRANT TOTAL		89.20
64510	GEOTEST SERVICES, INC.	CONSTRUCTION - SR20 LINE	PWT	794.00
		WARRANT TOTAL		794.00
64511	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	269.89
		EQUIPMENT LEASES	CS	308.99
		WARRANT TOTAL		578.88
64512	GUARDIAN SECURITY	REPAIR/MT-SENIOR CENTER	PK	286.20
		WARRANT TOTAL		286.20
64513	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	159.95
		WARRANT TOTAL		159.95
64514	HOME COMPANION	BOOKS, PERIOD, RECORDS	LIB	19.95
		WARRANT TOTAL		19.95
64515	HONEY BUCKET	OPERATING SUP - CITY HALL	PK	93.76
		OPERATING SUP - GOLF	PK	145.40
		WARRANT TOTAL		239.16
64516	HORIZON BANK	CONSTRUCTION - SR20 LINE	PWT	642.89
		WARRANT TOTAL		642.89
64517	HSBC BUSINESS SOLUTIONS	OFFICE EQUIPMENT	PK	432.64
		WARRANT TOTAL		432.64
64518	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	1,355.00
		HUMANE SOCIETY	PD	1,630.00
		WARRANT TOTAL		2,985.00
64519	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	17.91
		BOOKS, PERIOD, RECORDS	LIB	125.16
		BOOKS, PERIOD, RECORDS	LIB	7.16
		BOOKS, PERIOD, RECORDS	LIB	95.31
		BOOKS, PERIOD, RECORDS	LIB	16.23
		BOOKS, PERIOD, RECORDS	LIB	9.65
		BOOKS, PERIOD, RECORDS	LIB	134.98
		BOOKS, PERIOD, RECORDS	LIB	17.66
		BOOKS, PERIOD, RECORDS	LIB	13.00
		BOOKS, PERIOD, RECORDS	LIB	17.53
		BOOKS, PERIOD, RECORDS	LIB	83.56
		BOOKS, PERIOD, RECORDS	LIB	2.71
		BOOKS, PERIOD, RECORDS	LIB	163.15
		WARRANT TOTAL		704.01
64520	JJ'S CRUISERS	COMMUNICATIONS	EXE	100.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		100.00
64521	KESSELRING'S	AMMUNITION	PD	96.52
		WARRANT TOTAL		96.52
64522	L N CURTIS & SONS	REPAIRS/MAINT-EQUIP	FD	137.84
		WARRANT TOTAL		137.84
64523	LABCORP	PROFESSIONAL SERVICES	PD	53.00
		PROFESSIONAL SERVICES	FD	53.00
		WARRANT TOTAL		106.00
64524	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	220.00
		WARRANT TOTAL		220.00
64525	LOGGERS AND CONTRACTORS	SUPPLIES	ENG	204.28
		WARRANT TOTAL		204.28
64526	LOWELL, DAVID D.	ASSOCIATE'S FEES	JUD	400.00
		WARRANT TOTAL		400.00
64527	MARK E. CHRIST, ARCHITECT	BINGHAM PARK BLDG	PK	400.00
		EVIDENCE/STORAGE BUILDING	CH	360.00
		WARRANT TOTAL		760.00
64528	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
64529	MCLOUGHLIN & EARDLEY CORP	VEHICLES	PD	189.00
		WARRANT TOTAL		189.00
64530	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	688.44
		WARRANT TOTAL		688.44
64531	MOTOR TRUCKS, INC.	REPAIR/MAINTENANCE-EQUIP	ST	137.84
		WARRANT TOTAL		137.84
64532	NAT'L WILDLIFE FEDERATION	BOOKS, PERIOD, RECORDS	LIB	46.00
		WARRANT TOTAL		46.00
64533	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	481.63
		WARRANT TOTAL		481.63
64534	OASYS	REPAIRS & MAINTENANCE	PD	59.40
		REPAIRS/MAINT-EQUIP	FD	59.40
		WARRANT TOTAL		118.80
64535	OFFICE DEPOT	SUPPLIES	FIN	542.29
		SMALL TOOLS/MINOR EQUIP	IT	228.91
		SMALL TOOLS/MINOR EQUIP	IT	449.21
		SMALL TOOLS/MINOR EQUIP	IT	53.99
		SMALL TOOLS/MINOR EQUIP	IT	120.90

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		NETWORK HARDWARE	IT	907.16
		SUPPLIES/BOOKS	PLN	10.36
		SUPPLIES/BOOKS	PLN	10.36-
		SUPPLIES	ENG	10.36
		SUPPLIES	ENG	10.36-
		OFFICE/OPERATING SUPPLIES	PD	114.12
		OFFICE/OPERATING SUPPLIES	PD	64.13
		OFF/OPER SUPPS & BOOKS	INSP	10.37
		OFF/OPER SUPPS & BOOKS	INSP	10.37-
		WARRANT TOTAL		2,480.71
64536	OFFICE OF CODE REVISER	BOOKS, PERIOD, RECORDS	LIB	248.40
		WARRANT TOTAL		248.40
64537	OCLC	CATALOGUE SUBSCRIPTION	LIB	534.27
		WARRANT TOTAL		534.27
64538	OLIVER-HAMMER CLOTHES	CLOTHING	SWR	156.31
		WARRANT TOTAL		156.31
64539	OUTWEST UNLIMITED	REPAIR/MAINTENANCE-LAND	CEM	105.00
		WARRANT TOTAL		105.00
64540	PACIFIC POWER PRODUCTS	MAINT OF PUMPING EQUIP	SWR	1,078.51
		MAINT OF PUMPING EQUIP	SWR	434.39
		MAINT OF GENERAL EQUIP	SWR	2,116.66
		WARRANT TOTAL		3,629.56
64541	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	SAN	22.14
		REPAIRS/MAINT-EQUIP	SAN	1,581.21
		REPAIRS/MAINT-EQUIP	SAN	1,214.43
		WARRANT TOTAL		2,817.78
64542	PENN VALLEY PUMP CO., INC.	MAINT OF PUMPING EQUIP	SWR	204.90
		WARRANT TOTAL		204.90
64543	PETTY CASH	SUPPLIES	FIN	7.60
		POSTAGE	LGL	45.45
		POSTAGE	PD	11.20
		MACHINERY & EQUIPMENT	PD	27.75
		CONSTRUCTION - SR20 LINE	PWT	9.10
		POSTAGE	SWR	10.50
		POSTAGE	SAN	10.50
		WARRANT TOTAL		122.10
64544	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	71.26
		EARLY LITERACY	LIB	17.22
		WARRANT TOTAL		88.48
64545	PITNEY BOWES, INC.	SUPPLIES	FIN	174.40
		WARRANT TOTAL		174.40

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
64546	PITNEY BOWES	POSTAGE	PD	169.50
		POSTAGE	FD	169.50
		WARRANT TOTAL		339.00
64547	PITTMAN, HAROLD	RETIRED MEDICAL	PD	19.00
		WARRANT TOTAL		19.00
64548	POPULAR MECHANICS	BOOKS, PERIOD, RECORDS	LIB	52.00
		WARRANT TOTAL		52.00
64549	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	248.49
		PUB UTILITIES-MALL	CS	38.48
		PUBLIC UTILITIES	PD	16.40
		UTILITIES-RIVERFRONT	PK	968.50
		UTILITIES-COMMUNITY CTR	PK	174.80
		UTILITIES-SENIOR CENTER	PK	162.96
		UTILITIES - GOLF	PK	419.32
		UTILITIES-TRAIN	PK	16.40
		UTILITIES-HAMMER SQUARE	PK	294.36
		UTILITIES-BINGHAM & MEMORIAL P		30.24
		UTILITIES - OTHER	PK	27.40
		PUBLIC UTILITIES	CEM	39.12
		PUBLIC UTILITIES	ST	38.76
		PUBLIC UTILITIES	LIB	24.92
		PUBLIC UTILITIES	SWR	186.70
		PUBLIC UTILITIES	SAN	33.08
		WARRANT TOTAL		2,719.93
64550	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	6,911.53
		WARRANT TOTAL		6,911.53
64551	QUILTERS NEWSLETTER	BOOKS, PERIOD, RECORDS	LIB	39.99
		WARRANT TOTAL		39.99
64552	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	954.47
		CONSTRUCTION - SR20 LINE	PWT	3,068.64
		CONSTRUCTION- METCALF LINE	PWT	2,134.08
		CONSTRUCTION- METCALF LINE	PWT	34,282.30
		CONSTRUCTION-TOWNSHIP LINE	PWT	18,530.23
		CONSTRUCTION - MCGARIGLE	PWT	7,690.38
		ENGINEERING-TOWNSHIP LINE	PWT	10,296.87
		PROF SVS-ENGINEERING	SWR	4,441.32
		WARRANT TOTAL		81,398.29
64553	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	88.02
		WARRANT TOTAL		88.02
64554	SCIENCE NEWS	BOOKS, PERIOD, RECORDS	LIB	99.00
		WARRANT TOTAL		99.00
64555	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	ST	32.51
		SMALL TOOLS/MINOR EQUIP	ST	172.79

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		SMALL TOOLS/MINOR EQUIP ST	43.19
		REPAIR/MAINTENANCE-EQUIP ST	10.79
		MAINTENANCE OF VEHICLES SWR	16.07
		MAINTENANCE OF VEHICLES SWR	16.38
		OPERATING SUPPLIES SWR	52.92
		REPAIRS/MAINT-EQUIP SAN	13.29
		REPAIRS/MAINT-EQUIP SAN	4.21
		REPAIRS/MAINT-EQUIP SAN	13.35
		REPAIRS/MAINT-EQUIP SAN	45.63
		WARRANT TOTAL	421.13
64556	SEDRO-WOOLLEY GLASS	OTHER IMPROVEMENTS-COMM CTR PK	1,198.80
		WARRANT TOTAL	1,198.80
64557	SEDRO-WOOLLEY POSTMASTER	POSTAGE LIB	84.00
		WARRANT TOTAL	84.00
64558	SIGNMAKERS	BINGHAM PARK BLDG PK	267.84
		EVIDENCE/STORAGE BUILDING CH	290.52
		WARRANT TOTAL	558.36
64559	SKAGIT COUNTY AUDITOR	ROW - FRUITDALE/MCGARIGLE AST	44.00
		ROW - FRUITDALE/MCGARIGLE AST	44.00
		WARRANT TOTAL	88.00
64560	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH HLT	951.88
		WARRANT TOTAL	951.88
64561	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES IT	656.17
		PROFESSIONAL SERVICES PLN	19.65
		OPERATING LEASE-COMPUTER PD	206.95
		WARRANT TOTAL	882.77
64562	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL SAN	33,796.96
		WARRANT TOTAL	33,796.96
64563	SKAGIT CO. PUBLIC WORKS	SKAGIT CO SOLID WASTE SWR	36.00
		WARRANT TOTAL	36.00
64564	SKAGIT COUNTY SHERIFF	PRISONERS PD	2,005.25
		WARRANT TOTAL	2,005.25
64565	SKAGIT COUNTY TREASURER	ROW - FRUITDALE/MCGARIGLE AST	10.00
		ROW - FRUITDALE/MCGARIGLE AST	10.00
		WARRANT TOTAL	20.00
64566	SKAGIT CO. TRAINING	TUITION/REGISTRATION FD	2,000.00
		WARRANT TOTAL	2,000.00
64567	SKAGIT FARMERS SUPPLY	OPERATING SUP - GOLF PK	674.88
		OPERATING SUPPLIES-PROPANE ST	19.75
		OPERATING SUPPLIES-PROPANE ST	24.98

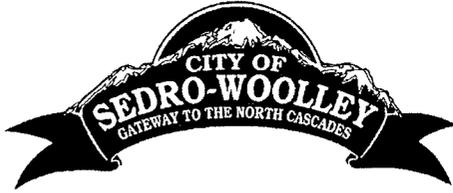
WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	719.61
64568	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP SAN	35.04
		WARRANT TOTAL	35.04
64569	SKAGIT READY MIX, INC.	REPAIR/MAINT SIDEWALK(REET) ST	495.18
		WARRANT TOTAL	495.18
64570	SKAGIT SOILS	RECYCLING FEE - YARD WASTE SAN	3,548.30
		WARRANT TOTAL	3,548.30
64571	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS	31.68
		LEGAL PUBLICATIONS LGS	38.01
		WARRANT TOTAL	69.69
64572	SK. WHATCOM ELECTRONICS	OFFICE/OPERATING SUPPLIES IT	43.04
		WARRANT TOTAL	43.04
64573	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING PD	4.32
		MISC-LAUNDRY FD	46.34
		WARRANT TOTAL	50.66
64574	SPORTS ILLUSTRATED	BOOKS, PERIOD, RECORDS LIB	166.32
		WARRANT TOTAL	166.32
64575	STILES & STILES	MUNICIPAL COURT JUDGE JUD	2,728.00
		WARRANT TOTAL	2,728.00
64576	STOWES	UNIFORM CLEANING PD	146.84
		WARRANT TOTAL	146.84
64577	STRIDER CONST. CO INC.	CONSTRUCTION - SR20 LINE PWT	13,243.48
		WARRANT TOTAL	13,243.48
64578	SUMMIT LAW GROUP	PROFESSIONAL SERVICES LGL	611.50
		WARRANT TOTAL	611.50
64579	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO PD	81.00
		WARRANT TOTAL	81.00
64580	TRENCHLESS CONSTRUCTION SVC.	CONSTRUCTION-TOWNSHIP LINE PWT	83,183.03
		WARRANT TOTAL	83,183.03
64581	TRUE VALUE	SUPPLIES ENG	36.70
		OFFICE/OPERATING SUPPLIES PD	5.59
		OPERATING SUPPLIES FD	132.49
		OPERATING SUPPLIES FD	4.63
		OPERATING SUP - CITY HALL PK	7.55
		OPERATING SUP - HAMMER SQ PK	11.87
		REPAIR/MT-GOLF COURSE PK	7.01
		REPAIR/MT-HAMMER SQUARE PK	22.67
		OPERATING SUPPLIES ST	4.08

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIR/MAINTENANCE-EQUIP ST	12.92
		MAINTENANCE OF BUILDINGS SWR	328.83
		OPERATING SUPPLIES SWR	1.13
		OPERATING SUPPLIES SWR	7.40
		OPERATING SUPPLIES SWR	35.60
		OPERATING SUPPLIES SWR	6.42
		REPAIRS/MAINT-EQUIP SAN	10.79
		OPERATING SUPPLIES SAN	6.97
		OPERATING SUPPLIES SAN	12.92
		OPERATING SUPPLIES SAN	13.85
		WARRANT TOTAL	669.42
64582	UNIVAR USA INC	OP SUPPLIES-CHEMICALS SWR	2,399.77
		WARRANT TOTAL	2,399.77
64583	UNIVERSAL FIELD SVC INC	ENGINEERING-SKAGIT LIGHT AST	534.20
		ENGINEERING FRUITDALE/MCGAR AS	1,035.07
		WARRANT TOTAL	1,569.27
64584	UPSTART	EARLY LITERACY LIB	224.72
		WARRANT TOTAL	224.72
64585	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES SWR	86.40
		WARRANT TOTAL	86.40
64586	VOYA	BOOKS, PERIOD, RECORDS LIB	55.00
		WARRANT TOTAL	55.00
64587	VALLEY AUTO SUPPLY	MAINTENANCE OF VEHICLES SWR	46.97
		SMALL TOOLS & MINOR EQUIP SWR	89.00
		SMALL TOOLS & MINOR EQUIP SWR	30.00
		SMALL TOOLS & MINOR EQUIP SWR	5.17
		SMALL TOOLS & MINOR EQUIP SWR	17.05
		SMALL TOOLS & MINOR EQUIP SAN	84.18
		WARRANT TOTAL	272.37
64588	VERIZON NORTHWEST	TELEPHONE JUD	283.58
		TELEPHONE FIN	708.95
		TELEPHONE FIN	51.86
		TELEPHONE PLN	141.80
		TELEPHONE ENG	141.80
		TELEPHONE PD	309.87
		TELEPHONE INSP	141.80
		TELEPHONE - RIVERFRONT	119.32
		TELEPHONE SWR	295.07
		WARRANT TOTAL	2,194.05
64589	WA ST DEPT OF ECOLOGY	CONSTRUCTION - SR20 LINE PWT	950.00
		DOE NPDES PERMIT	1,035.50
		WARRANT TOTAL	1,985.50
64590	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	108.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	108.00
64591	WA STATE DEPT OF REVENUE	NETWORK HARDWARE IT	44.47
		PRINTING/PUBLICATIONS PD	4.24
		SMALL TOOLS & MINOR EQUIP FD	9.07
		REPAIRS/MAINT-EQUIP FD	2.76
		TAXES AND ASSESSMENTS PK	261.03
		TAXES AND ASSESSMENTS CEM	65.72
		TAXES AND ASSESSMENTS LIB	7.27
		BOOKS, PERIOD, RECORDS LIB	16.31
		TAXES AND ASSESSMENTS SWR	4,219.32
		TAXES & ASSESSMENTS SAN	4,593.57
		WARRANT TOTAL	9,223.76
64592	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS PD	115.50
		INTERGOV SVC-GUN PERMITS PD	154.00
		WARRANT TOTAL	269.50
64593	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	9,452.77
		WARRANT TOTAL	9,452.77
64594	WEST PAYMENT CTR	WESTLAW SERVICES LGL	271.70
		WARRANT TOTAL	271.70
64595	WOOD'S LOGGING SUPPLY INC	SMALL TOOLS & MINOR EQUIP FD	79.25
		OPERATING SUPPLIES SAN	78.83
		WARRANT TOTAL	158.08
64596	MCBEE, DARREN D. AND	ROW - FRUITDALE/MCGARIGLE AST	6,900.00
		WARRANT TOTAL	6,900.00
64597	BREWER, NILEEN	COMMUNITY CENTER	175.00
		WARRANT TOTAL	175.00
64598	FRANKLIN, CLAYTON S.	ROW - FRUITDALE/MCGARIGLE AST	6,450.00
		WARRANT TOTAL	6,450.00
		RUN TOTAL	357,922.33

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	46,559.19
101	PARK FUND	8,823.28
102	CEMETERY FUND	2,079.00
103	STREET FUND	12,325.97
104	ARTERIAL STREET FUND	26,327.98
105	LIBRARY FUND	2,604.19
331	CITY HALL CONST FUND	1,074.27
332	PWTF SEWER CONSTRUCTION FUND	174,825.00
401	SEWER FUND	22,496.33
412	SOLID WASTE FUND	59,731.78
425	STORMWATER	1,075.34
TOTAL		357,922.33

DEPARTMENT	AMOUNT
001 000 011	93.66
001 000 012	8,709.20
001 000 013	167.61
001 000 014	1,494.85
001 000 015	928.65
001 000 017	4,105.89
001 000 018	1,090.01
001 000 019	379.50
001 000 020	3,170.77
001 000 021	20,874.46
001 000 022	4,442.41
001 000 024	150.30
001 000 062	951.88
FUND CURRENT EXPENSE FUND	46,559.19
101 000 000	175.00
101 000 076	8,648.28
FUND PARK FUND	8,823.28
102 000 036	2,079.00
FUND CEMETERY FUND	2,079.00
103 000 042	12,325.97
FUND STREET FUND	12,325.97
104 000 042	26,327.98
FUND ARTERIAL STREET FUND	26,327.98
105 000 072	2,604.19
FUND LIBRARY FUND	2,604.19
331 000 012	1,074.27
FUND CITY HALL CONST FUND	1,074.27
332 000 082	174,825.00
FUND P WTF SEWER CONSTRUCTION FUND	174,825.00
401 000 035	22,496.33
FUND SEWER FUND	22,496.33
412 000 037	59,731.78
FUND SOLID WASTE FUND	59,731.78
425 000 039	1,075.34
FUND STORMWATER	1,075.34
TOTAL	357,922.33



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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Contract Award  
Jameson Street Arterial Extension to SR-9  
Preliminary Engineering Services  
H.W. Lochner, Inc.**

**CITY COUNCIL AGENDA  
REGULAR MEETING**

SEP 24 2008

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

DATE: September 18, 2008 (for Council action September 24, 2008)

**ISSUE:**

Shall council authorize Mayor Anderson to execute the attached Local Agency Standard Consultant Agreement with H.W. Lochner, Inc. of Burlington, WA for preliminary engineering for the Jameson Street Arterial Extension to SR-9 in the amount of \$165,420.00?

**BACKGROUND/DISCUSSION:**

On August 13, 2008, council awarded the contract for design work related to the Jameson Street Arterial Extension to SR-9 for a cost not to exceed \$150,000, subject to final negotiations of the agreement. The final negotiated total is \$165,420. This request is to authorize execution of the agreement at the negotiated total.

**FINANCIAL:**

Funds for this project are available as follows:

**REVENUE**

Skagit County Economic Development Grant	\$150,000
City of Sedro-Woolley Arterial Fund (TIF)	\$ 15,420
<b>Subtotal</b>	<b>\$ 165,420</b>

**ESTIMATED EXPENDITURES - CONSTRUCTION COSTS**

Standard Consultant Agreement, HW Lochner	\$ 165,420
<b>Total, rounded</b>	<b>\$ 165,420</b>

<b>Balance (additional contingency)</b>	<b>\$ 0</b>
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**ANALYSIS:**

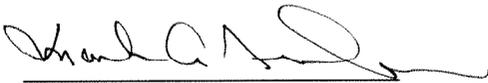
Council on August 27, 2008 authorized Mayor Anderson to commit up to \$100,000 in Arterial Street Funds towards the project. These funds are or will be available from Traffic Impact Fee revenue. Other funds are available from the \$150,000 Skagit County EDC grant awarded for this project.

**CONCLUSION:**

It is Staff's recommendation that council authorize Mayor Anderson to execute the Local Agency Standard Consultant Agreement with H.W. Lochner, Inc. of Burlington, WA for preliminary engineering for the Jameson Street Arterial Extension to SR-9 in the amount of \$165,420.00.

**MOTION:**

***Move to authorize Mayor Anderson to execute the Local Agency Standard Consultant Agreement with H.W. Lochner, Inc. of Burlington, WA for preliminary engineering for the Jameson Street Arterial Extension to SR-9 in the amount of \$165,420.00.***



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



**WITNESSETH THAT:**

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

**III General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

### **X Changes of Work**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

#### **XIX Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

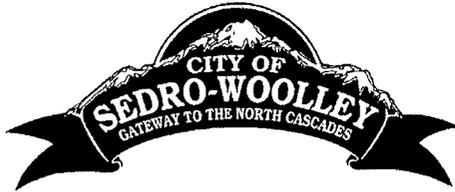
By  \_\_\_\_\_

By \_\_\_\_\_

Consultant Stephen G. Lewis, H. W. Lochner, Inc.

Agency \_\_\_\_\_

**EXHIBIT A – Scope of Services**



CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 24 2008

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

CITY OF SEDRO-WOOLLEY

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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Contract Award  
2008 Sanitary Sewer CIPP Project  
Construction Management Services  
Reichhardt & Ebe Engineering, Inc.**

DATE: September 12, 2008 (for Council action September 24, 2008)

**ISSUE:**

Shall council move to award the 2008 Sanitary Sewer CIPP Project Construction Management Services to Reichhardt & Ebe Engineering, Inc. of Sedro-Woolley, WA in the amount of \$15,834.93?

**BACKGROUND:**

On August 27, 2008, council awarded the contract for the 2008 Sanitary Sewer CIPP Project. Contracts are in progress, and we expect the work to begin by early October of this year. Attached is a proposal from Reichhardt & Ebe Engineering, Inc. to perform construction management services for the project.

**DISCUSSION:**

Reichhardt & Ebe is the design engineer for the project, and is currently under contract to perform construction management services for the other sewer projects under way in the city.

**FINANCIAL:**

Funds for this project are available from the Account 401 Other Improvements item. Following is a summary of revenue and estimated costs for the project.

**REVENUE**

Account 401.000.035.596.35.63.00 Other Projects	\$ 490,000
Account 401.000.035.596.35.63.20 Constr Management	\$ 50,000
<b>Subtotal</b>	<b>\$ 540,000</b>

*Previously committed/expended*  
Fruitdale Dry Sewer

\$ 100,000

Fencing at WWTP	\$ 30,000
Flood Improvement Project	\$ 10,000
Other CM	\$ 30,000
<b>Remaining/Available funds</b>	<b>\$ 370,000</b>

**ESTIMATED EXPENDITURES - CONSTRUCTION COSTS**

Construction Contract, Veolia (rounded)	\$ 277,508
Contingency, 5%	\$ 13,900
Construction Engineering, budget	\$ 20,000
<b>Total, rounded</b>	<b>\$ 311,408</b>

**Balance (additional contingency) \$ 58,594**

**ANALYSIS:**

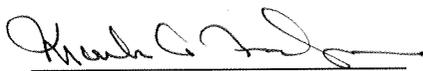
Sufficient funds are available to award. The R&E proposal represents 5.7% of the construction contract amount, and is well within the \$20,000 budget for CM services noted above.

**CONCLUSION:**

It is Staff's recommendation that Council award the 2008 Sanitary Sewer CIPP Project Construction Management services to Reichhardt & Ebe Engineering, Inc. of Sedro-Woolley, Wa for the bid amount of \$15,834.93.

**MOTION:**

***Move to award the 2008 Sanitary Sewer CIPP Project Construction Management Services to Reichhardt & Ebe Engineering, Inc. of Sedro-Woolley, WA in the amount of \$15,834.93.***



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

**Reichhardt & Ebe Engineering, Inc.**  
Consulting Engineers

813 Metcalf Street  
Sedro-Woolley, WA 98284

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

September 04, 2008

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

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

Re: Construction Services  
Letter of Agreement, 2008 CIPP 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 2008 CIPP Sewer Project.

Attached are the following documents for your review:

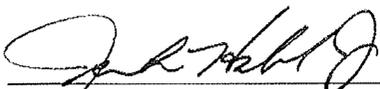
- Exhibit A, Scope of Work
- Exhibit B, Man Hour Estimate, \$15,834.93

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

  
\_\_\_\_\_  
James L. Hobbs, Jr. P.E.      Date

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

## EXHIBIT A

### SCOPE OF WORK REICHHARDT & EBE

#### CONSTRUCTION SERVICES FOR THE 2008 CIPP SEWER PROJECT

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

#### **2008 CIPP Sewer Project**

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

### **I. BACKGROUND**

The 2008 CIPP Sewer Project will line specific sections of existing sanitary sewer pipe using cured-in-place pipe (CIPP) technology. The Contractor shall provide all materials, labor and disposal cost to:

- Inspect, clean and remove debris from the existing piping as needed to support CIPP installation
- Recommend the CIPP wall thickness, cure-method and other parameters that may be varied to match site-specific conditions
- Install and cure CIPP in accordance with typical industry standards
- Cut-out openings to existing lateral services lines
- Rehabilitate existing side sewers and install clean-outs
- Rehabilitate existing manholes
- Provide a data package, which includes results of inspection, copies of any video inspection tapes, and a summary of applied CIPP areas.

### **II. PROJECT DESCRIPTION**

The work to be performed by the CONSULTANT consists of providing construction administration for the 2008 CIPP Sewer Project. The work to be performed by the Consultant consists of submittal review, on-site observation, pay estimates preparation, cost tracking, schedule tracking, 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.
- ◆ Review monthly progress payments submitted by Contractor and transmit to the CITY for payment.
- ◆ Prepare and maintain supporting documentation for the 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.

## **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. Man hour estimate prepared anticipating four hours per day onsite.
- ◆ 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 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
- ◆ Review specifications and drawing requirements. Maintain an up-to-date PROJECT manual.

- ◆ 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
- ◆ 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.
- ◆ 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 4.0 – 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.
- ◆ Verify submittal of specified warranties and coordinate warranty issues.
- ◆ Transmit recommendation of final completion letter to the CITY.

## 2. PRODUCTS

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

CITY OF SEDRO-WOOLLEY  
 2008 CIPP Sewer Project  
 Construction Contract Administration and Inspection

Exhibit B

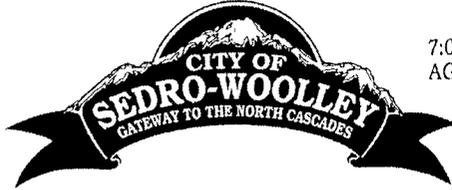
Date: September 4, 2008

Item	Description	Prime Consultant					
		Principal	Project Manager	Project Engineer	Field Inspector	Administrative	CADD
<b>1.0 Construction Contract Administration and Inspection</b>							
1.1	Preconstruction Meeting	0	1	2	3	1	0
1.2	Review Submittals	0	2	16	0	5	0
1.3	Weekly construction meetings	0	3	4	5	5	0
1.4	Inspection	0	1	8	60	0	0
1.5	Response to public concerns and complaints	0	4	2	4	0	0
1.6	Change Order Preparation	0	4	8	2	8	
1.7	Preparation of Pay Estimates	0	7	6	8	14	0
1.8	Project Close-out	0	8	9	4	12	0
<b>SUBTOTAL</b>		0	30	55	86	45	0
Billing Rates		\$123.11	\$100.47	\$77.83	\$77.83	\$41.04	\$68.51
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$3,014.10</b>	<b>\$4,280.65</b>	<b>\$6,893.38</b>	<b>\$1,848.80</b>	<b>\$0.00</b>

<b>TOTAL</b>	<b>\$15,834.93</b>
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CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 24 2008



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

**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9924  
Fax (360) 855-9923

Bill Chambers  
IT Director

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MEMO TO: City Council  
FROM: Bill Chambers  
RE: Master Agreement for Color Multifunction Copier  
DATE: September 15, 2008

ISSUE: Should the Council authorize the Mayor to sign the attached master agreement with Ikon Office Solutions, Inc.?

BACKGROUND: Color printing is an important component of the daily tasks performed by our Public Safety employees. Whether it is a set of handouts for CPR training or an image of a crime suspect, high-resolution color printouts are much more useful than black-and-white images.

For the past several years, Public Safety color printing needs have been met by an HP Color LaserJet 4500 located in the Fire Department area. This printer has been expensive to maintain, with each of the four color toner cartridges costing about \$100, and drum, fuser and transfer kits costing up to \$259 each. The printer has reached the end of its useful life and is now constantly breaking down.

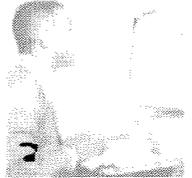
Rather than purchase a new color laser printer and deal with the increasing and unpredictable cost of supplies and maintenance, Public Safety can lease a multifunction copier (copy/print/scan) from Ikon Office Solutions under the attached State and Local Government Master Agreement. This agreement allows departments to regain control of their current color printing costs and to more easily budget for future costs.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached Master Agreement with Ikon Office Solutions, Inc. for leasing a multifunction color copier.

*State and Local Government  
Master Agreement*



**Many  
Solutions  
One  
Company<sup>SM</sup>**



**Document Efficiency  
At Work.<sup>SM</sup>**

# State and Local Government Master Agreement



Document Efficiency  
At Work.™

CUSTOMER:

Number: \_\_\_\_\_

Full Legal Name: City of Sedro-Woolley

Address: 325 Metcalf Street

City: Sedro-Woolley

State: WA

Zip: 98284

Contact: Bill Chambers

Phone: 360.855.9924

Facsimile Number: \_\_\_\_\_

E-mail Address: BCHAMBERS@CI.SEDRO-WOOLLEY.WA.US

This Master Agreement ("Master Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Master Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us", or "our" in this Master Agreement, we mean IKON Office Solutions, Inc. Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- Agreement.** We agree to rent to you, and you agree to rent from us, subject to the terms of this Master Agreement, the personal and intangible property described in any equipment schedule (a "Schedule") executed by you and us and incorporating the terms of this Master Agreement by reference. Each Schedule shall be separately enforceable as a complete and independent agreement, independent of all other Schedules to this Master Agreement. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product". The manufacturer and/or vendor of the tangible Product shall be referred to as the "Vendor." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules, Delivery and Acceptance.** Each Schedule that incorporates this Master Agreement shall be governed by the terms and conditions of this Master Agreement, as well as the terms and conditions set forth in such individual Schedule. The termination of this Master Agreement will not affect any Schedules executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three business days after any Product is installed.
- Term; Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not paid within ten days of the due date, you will pay to us, in addition to that payment, a one-time late charge of 5% of the overdue payment (but in no event greater than the maximum amount allowed by applicable law). You also agree that, except as expressly stated in Section 19 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS MASTER AGREEMENT. All payments to us are "net" and are not subject to set off or reduction.
- Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You may elect to separately engage us to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- Taxes and Fees.** In addition to the payments under this Master Agreement, to the extent you are not exempt under applicable law, you agree to pay all applicable taxes, fees, and filing costs related to the use of the Product, even if billed after the end of the term of this Master Agreement or any Schedules. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
- Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Vendor or Software Supplier (as defined in Section 10 of this Master Agreement) with respect to the Product rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR DESIGN THE PRODUCT. YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT THE MANUFACTURER, AND THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with us with respect to any Product, no provision, clause or paragraph of this Master Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against us under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US, YOU RENT THE PRODUCTS "AS-IS". YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
- Loss or Damage.** You are responsible for any theft, destruction of, or damage to, the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of similar age and capability from us.
- Claims, Liability and Insurance.** (a) To the extent permitted by applicable law, the parties to this Master Agreement will defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. (b) Because you have sole possession and control of the Product, you are responsible for any damage, injury or loss caused by (or to) the Product resulting from the use, misuse or possession of the Product or any accident or other casualty relating to the Product. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Product for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days' advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you are self-insured with respect to the Product(s), you shall maintain during the term of each Schedule to this Master Agreement a self-insurance program reasonably satisfactory to us and shall provide to us evidence of such program. In the event of loss or damage to the Product, you agree to remain responsible for the payment obligations under this Master Agreement until the payment obligations are fully satisfied.
- Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Master Agreement is a true rental. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Master Agreement and/or any schedule as a financing statement and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
- Software or Intangibles.** To the extent that the Product includes Software or other Intangibles, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Master Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
- Default.** Each of the following is a "Default" under this Master Agreement and all Schedules: (a) you fail to pay any Payment or any other payment within 30 days of its due date, (b) any representation or warranty made by you in this Master Agreement is false or incorrect and/or you do not perform any of your other obligations under this Master Agreement or any Schedule and/or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, or (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or you file or have filed against you any bankruptcy or reorganization proceeding.
- Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Agreement and/or any or all Schedules, or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) all past due Payments and all other amounts then due and payable under this Master Agreement or any Schedule; and (ii) all unpaid Payments for the remainder of the term of each Schedule plus our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), such unpaid Payments and anticipated value to be discounted to present value at a rate equal to 6% per year to the date of default. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including without limit, Article 2A of the UCC, and at law or in equity; (f) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) demand the immediate return and obtain possession of the Software and relicense the Software at a public or private sale; (h) cause the Software Supplier to terminate the Software License, support and

other services under the Software License, and/or (i) at our option, to sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limit, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we agree to sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 5 days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. **Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS MASTER AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep any such obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us. If you have entered into a maintenance, service or supply agreement with us, such agreement will remain in full force and effect with us and will not be affected by any such assignment. You agree to acknowledge any such assignment in writing if so requested and to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code, and the regulations promulgated thereunder.
14. **Renewal; Return of Product.** After the minimum term of any Schedule to this Master Agreement, such Schedule will renew on a month-to-month basis unless either party notifies the other in writing at least 30 days prior to the expiration of the minimum term of such Schedule. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. We will bear the shipping charges so long as replacement equipment is selected from IKON. Otherwise, you will bear all expenses of deinstalling, crating and shipping the Product. You will insure the Product for its full replacement value during shipping. You must pay additional monthly payments, at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by our designee or us.
15. **Miscellaneous.** You agree that the terms and conditions contained in this Master Agreement and in each Schedule make up the entire agreement between us regarding the rental of the Product and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Any purchase order, or other ordering documents, will not modify or affect this Master Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement/schedule identification numbers and/or dates in this Master Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Master Agreement by any representation or warranty not expressly set forth in this Master Agreement. Neither this Master Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Master Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Master Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Master Agreement and each Schedule. If more than one customer has signed this Master Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in the order of maturity, and any remaining excess will be refunded to you.
16. **Governing Law, Jurisdiction, Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS MASTER AGREEMENT AND ANY SCHEDULES WILL BE GOVERNED UNDER THE APPLICABLE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS MASTER AGREEMENT. THE PARTIES TO THIS MASTER AGREEMENT EACH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE

ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER, ANY VENDOR OF THE PRODUCT).

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to such Schedule, and (ii) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the Uniform Commercial Code. If you sign and transmit a Schedule to us by facsimile, the facsimile copy, upon execution by us, shall be binding upon the parties. You agree that the facsimile of a Schedule manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. **Essentiality.** During the term of this Master Agreement and any Schedules, the Product(s) will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product(s) is essential to performing such governmental or proprietary functions.
19. **Non-Appropriation/Non-Substitution.** (a) If all of the following shall occur: (i) your governing body fails to appropriate sufficient monies in any fiscal year for rentals or other payments due under any Schedule to this Master Agreement for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product(s) covered by any such Schedule, (ii) other funds are not available for such payments, and (iii) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (b) If a Non-Appropriation occurs, then: (i) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least 60 days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (ii) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Master Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product(s) covered by such Schedule to this Master Agreement, at your sole expense, in accordance with the terms hereof; and (iii) any Schedule to this Master Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (A) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (B) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product(s) as required herein. (c) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
20. **Funding Intent.** You represent and warrant to us that you presently intend to continue this Master Agreement and any Schedules hereto for the entire term of such Schedules and to pay all rentals relating to such Schedules and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedules may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Master Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Master Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
21. **Authority and Authorization.** (a) You represent and warrant to us that: (i) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (ii) you have the power and authority to enter into this Master Agreement and all Schedules to this Master Agreement; (iii) this Master Agreement and all Schedules to this Master Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (iv) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Master Agreement or any Schedules to this Master Agreement. (b) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us), substantially in the form attached hereto as **Exhibit A**, confirming the foregoing and other related matters. (c) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Master Agreement and all Schedules thereto. (d) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the dates set forth below.

<p><b>CUSTOMER</b>    <b>City of Sedro-Woolley</b></p> <p>By: _____  Authorized Signer Signature</p> <p>Name &amp; Title: _____</p> <p>Date: _____</p> <p>Facsimile Number: _____</p>	<p><b>IKON OFFICE SOLUTIONS, INC.</b></p> <p>By: _____  Authorized Signer Signature</p> <p>Name &amp; Title: _____</p> <p>Date: _____</p> <p>Facsimile Number: _____</p>
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# Product Schedule

## Image Management Plus



Product Schedule Number: \_\_\_\_\_

State and Local Government

Master Agreement Number: \_\_\_\_\_

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and City of Sedro-Woolley, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

**CUSTOMER INFORMATION**

<b>City of Sedro-Woolley</b>				Product Location			
Customer (Bill to)				Address			
<b>325 Metcalf Street</b>							
Address							
<b>Sedro-Woolley</b>	<b>Skagit</b>	<b>WA</b>	<b>98284</b>	City	County	State	Zip
City	County	State	Zip	City	County	State	Zip
Customer Contact Name:			Customer Telephone Number:		Fax Number/E-mail Address:		
<b>Bill Chambers</b>			<b>360.855.9924</b>		<b>bchambers@ci.sedro-woolley.wa.us</b>		

**PRODUCT DESCRIPTION ("PRODUCTS")**

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
<b>1</b>	<b>Canon imageRUNNER3480i</b>		

**PAYMENT SCHEDULE**

Minimum Term (mos.) <b>60</b>	Cost Per Image \$ <b>n/a</b>	Cost of Additional Images \$ <b>.008 black</b>	Guaranteed Minimum Monthly/Quarterly/Other Images <b>none</b>	Meter Reading/Billing For Additional Images <input checked="" type="checkbox"/> Monthly ____ Quarterly ____ Other
Minimum Payment Without Tax \$ <b>140.00</b>	Payment Due <input checked="" type="checkbox"/> Monthly _____ Quarterly _____ ____ Other _____		Advance Payment (with tax) \$ _____ ____ Apply to 1 <sup>st</sup> Payment ____ Other _____	____ Other _____

Sales Tax Exempt:  Yes (Attach Exemption Certificate)      Customer Billing Reference Number (P.O.#, etc.) \_\_\_\_\_  
 Addendum(s) Attached:  Yes (Check if yes and indicate total number of pages: \_\_\_\_\_)

**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any monthly/quarterly/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than 20% over the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
- Additional Provisions (if any) are: **Color images at .0655 each. Property tax is included. Pricing per state contract 03706.**

**CUSTOMER**

**X** \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signer  
 \_\_\_\_\_  
 (Authorized Signer's printed name)

**IKON OFFICE SOLUTIONS, INC.**

**X** \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signer  
 \_\_\_\_\_  
 (Authorized Signer's printed name)



## *Image Management Plus Commitments*

The below performance commitments (collectively, the "Guarantees") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Guarantees. The Guarantees are only applicable to the equipment ("Products") described in the Schedule to which these Guarantees are attached, excluding facsimile machines. The Guarantees are effective on the date the Products are accepted by you and apply during IKON's normal business hours, excluding weekends and IKON-recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

### **TERM PRICE PROTECTION**

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, are guaranteed against any price increase during the term of the Schedule, unless agreed to in writing and signed by both parties.

### **SERVICE AND SUPPLIES**

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during normal business hours, excluding weekends and IKON-recognized holidays. Performance issues relating to software and/or connectivity are independent of these Guarantees and may be covered, if applicable, as outlined in any software/connectivity professional services agreement you may separately enter into with IKON. IKON will also provide the supplies required to produce images on the Products covered under the Schedule (other than non-metered Products and soft-metered Products), excluding staples. The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

### **GUARANTEED RESPONSE TIME**

IKON guarantees a quarterly average response time of 2 to 6 hours for all service calls located within a 30 mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule. (In the case of Canon iR 110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all Products covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Correspondence" section.

### **UPTIME PERFORMANCE GUARANTEE**

IKON will service the Products provided under the Schedule to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during normal business hours, excluding weekends and IKON-recognized holidays), excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON. You agree to make the Products available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs.

### **IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS**

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Schedule to which these Guarantees relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images require a new Schedule that must be agreed to and signed by both parties. The new Schedule may not be less than the remaining term of the existing Schedule but may be extended for a term equal to that of the original Schedule. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of

equipment may result in a higher or lower cost per image and payment. Image decreases are limited to 25% of the original Guaranteed Minimum Images.

### **UPGRADE GUARANTEE**

At any time after the expiration of one-half of the original term of the Schedule to which these Guarantees relate, you may reconfigure the Products by adding, exchanging, or upgrading to an item of Products with additional features or enhanced technology. A new Schedule of like original term must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on the Products, the added equipment and new image volume commitment.

### **PERFORMANCE COMMITMENT**

IKON is committed to performing these Guarantees and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Guarantee and in the unlikely event that IKON is not able to repair the Products in your office, IKON, at IKON's election, will either provide a temporary loaner while the Products are being repaired at IKON's service center, or IKON will replace such Products with comparable Products of equal or greater capability at no additional charge. If you are dissatisfied with IKON's performance, please send a registered letter outlining your concerns to the address specified below in the "Correspondence" section. Please allow 30 days for resolution.

### **CORRESPONDENCE**

Please send all correspondence relating to the Guarantees via registered letter to the IKON Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210 Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Guarantees with your local IKON office.

### **MISCELLANEOUS**

These Guarantees do not cover repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Guarantees represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Guarantees not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment." Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Guarantees shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Guarantees are not assignable by the Customer. You acknowledge and agree that, in connection with its performance of its obligations under these Guarantees, IKON may place automated meter reading units on imaging devices, including but not limited to the Products, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

# City of Sedro-Woolley

## Cost Analysis

Department: Fire/Police		60 month lease									
CURRENT MODEL	MONTHLY EQUIPMENT COST	MONTHLY VOLUME black	MONTHLY VOLUME color	PER COPY COST black	PER COPY COST black/color	MONTHLY Page COST at 15%	CANON NEW MODEL	MONTHLY EQUIPMENT COST	PER COPY COST black	PER COPY COST color	TOTAL MONTHLY COST
HP 4500 color printer	owned	420	390			\$ 170.78	Canon 3480i	\$ 140.00	0.008	0.0655	\$ 168.91
Magenta Ink: \$315.99 yields 12,000 pages at 5% coverage				\$ 0.0220					regardless of % of coverage		
Yellow Ink: \$315.99 yields 12,000 pages at 5% coverage				\$ 0.0220							
Cyan Ink: \$315.99 yields 12,000 pages at 5% coverage				\$ 0.0220							
Black Ink: \$225.99 yields 13,000 pages at 5% coverage				\$ 0.0155	\$ 0.0155		Add True Adobe Postscript	\$ 15.00			
Drum				\$ 0.0155	\$ 0.0155						
Fuser				\$ 0.0052	\$ 0.0052						
Transfer Belt				\$ 0.0023	\$ 0.0023						
Total cost per page at 5% coverage				\$ 0.0385	\$ 0.1045						
Total cost per page at 10% coverage				0.08	0.21						
Total cost per page at 15% coverage				0.12	0.31						
Total cost per page at 20% coverage				0.15	0.42						
150, 250 sheet paper trays											
no maintenance included											
16 ppm black											
4 ppm color											
No copying											
No scanning											
No two sided printing											
No 11x17 printing											
64 MB RAM											
600 x 600 dpi											
First page out in 36 seconds											
PCL 5e, PS Level 2 emulation											

*OK ok*  
*SWPD / SWFD*  
*85.00*  
*85.00*

SEP 24 2008

RESOLUTION NO.

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

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

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

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

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

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

VEHICLES:

<u>VIN</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Mileage</u>	<u>Plate No.</u>
2G1WL54T2M9256471	199X	Chevrolet	Lumina	58882	10973D

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

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 24<sup>th</sup> day of September, 2008

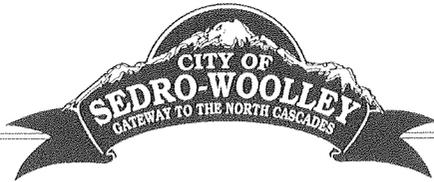
\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Clerk/Treasurer

Approved as to form:

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

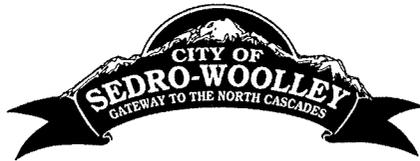


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SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

NEW  
BUSINESS



CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 24 2008

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

**Planning Department**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro Woolley, WA 98284  
Phone (360) 855-9929  
Fax (360) 855-0733

---

**MEMO:**

**To:** City Council  
Mayor Anderson

**From:** Jack Moore, *JM*  
Planning Director & Building Official

**Date:** September 26, 2008

**Subject:** Adjustment of city limits near Thresher Avenue (annexation)

---

**ISSUE**

Should the Council pass a resolution to adjust the city limits near Thresher Avenue so that several properties are not bisected by the City/County boundary?

**PROJECT DESCRIPTION / HISTORY**

At a previous Council meeting, Mrs. Beverly Ringhouse asked the Council for assistance with adjusting the city limits so that her property was not partially in the city and partially in the county. The Council directed the Planning Department to assist in correcting this situation.

RCW 35.13.340 allows an annexation without review by the Skagit County Boundary Review Board if a city boundary line bisects a parcel or parcels, placing part of the parcel(s) within the city limits and part outside of those limits. The text of RCW 35.13.340 is attached.

The Planning Department has reviewed the area in question and believes that it meets the circumstances described under the RCW 35.13.340. The County has agreed to take action to modify the city boundary by way of Board of County Commissioner resolution.

Based on research and discussions with County GIS department, the boundary line does not appear to be the result of a recent mapping error, nor does it follow a logical boundary such as a section line or geographic feature. Instead, it appears to be an anomaly most likely resulting from an incorrect legal description related to an earlier annexation or land use action.

Mrs. Ringhouse submitted a petition showing that seven affected landowners along Thresher Avenue support adjustment of the city boundary to include the entirety of their properties within the city, consistent with the requirements of RCW 35.13.340; see figure 2 ("Existing Line"). The owners of two bisected parcels to the north have not requested or agreed to the change, meaning the line cannot be corrected all the way up to SR 20. If the change as requested is made, the result would be as shown in figure 3 ("Proposed Line Adjustment").

If the City Council passes a resolution authorizing the adjustment to the City boundary, it will then be forwarded to the Board of County Commissioners for a similar resolution.

**RECOMMENDED ACTION**

Make motion to approve attached Resolution \_\_\_\_\_ for An Annexation of Property near Thresher Avenue per RCW 35.13.340.

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

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
RESOLVING TO ANNEX REAL PROPERTY (PARCELS 117231, 69996, 69995, 69992,  
117229, 69986 AND 69985 KNOWN AS 400, 407, 411, 415, 417, 423 THRESHER  
AVENUE AND 1124 WICKER ROAD) AND ADOPTING A PROPOSED LAND USE  
ZONING REGULATION FOR THE REAL PROPERTY.**

**WHEREAS**, Beverly Ringhouse asked the Council for assistance with adjusting the city limits so that her property was not partially in the city and partially in the county.

**WHEREAS**, Mrs. Ringhouse submitted a petition showing that seven affected landowners along Thresher Avenue support adjustment of the city boundary to include the entirety of their parcels within the city,

**WHEREAS**, the Sedro-Woolley Hearing Examiner held an open record public hearing for the application on Tuesday, August 5, 2008 and public testimony was received and considered; and

**WHEREAS**, RCW 35.13.340 allows an annexation without review by the Skagit County Boundary Review Board if a city boundary line bisects a parcel or parcels, placing part of the parcel(s) within the city limits and part outside of those limits.

**WHEREAS**, City Council determined that the best interests and general welfare of the City and of the real property that will be served by the annexation;

**NOW, THEREFORE BE IT RESOLVED:**

**Section 1:** The City hereby declares its intention to annex and make part of the City of Sedro-Woolley, Washington, that portion of Skagit County, Washington not heretofore incorporated as any part of a city or town, lying East of the City limits, being the following described real property, situated in Skagit County, Washington, to wit:

The remainder of parcels 117231, 69996, 69995, 69992, 117229, 69986 and 69985 known as 400, 407, 411, 415, 417, 423 Thresher Avenue and 1124 Wicker Road , and illustrated on the attached Figures 1, 2 and 3 (maps).

**Section 2:** Said annexation shall be subject to the following conditions:

- A. The property proposed for annexation shall be subject to the laws and regulations of the City of Sedro-Woolley, as now and hereafter adopted.
- B. The property proposed for annexation shall be subject to the R7 Residential land use classification and zoning designations as set forth in the current Sedro-Woolley Comprehensive Plan and Zoning Code maps.

**Section 2: Annexation Processing.** The Planning Director is authorized and directed to prepare and file a notice of intention to annex with the Board of Skagit County Commissioners, and to carry out all requirements of state law with regard to the proposed annexation.

\_\_\_\_\_  
Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Patsy Nelson, City Clerk/Treasurer

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



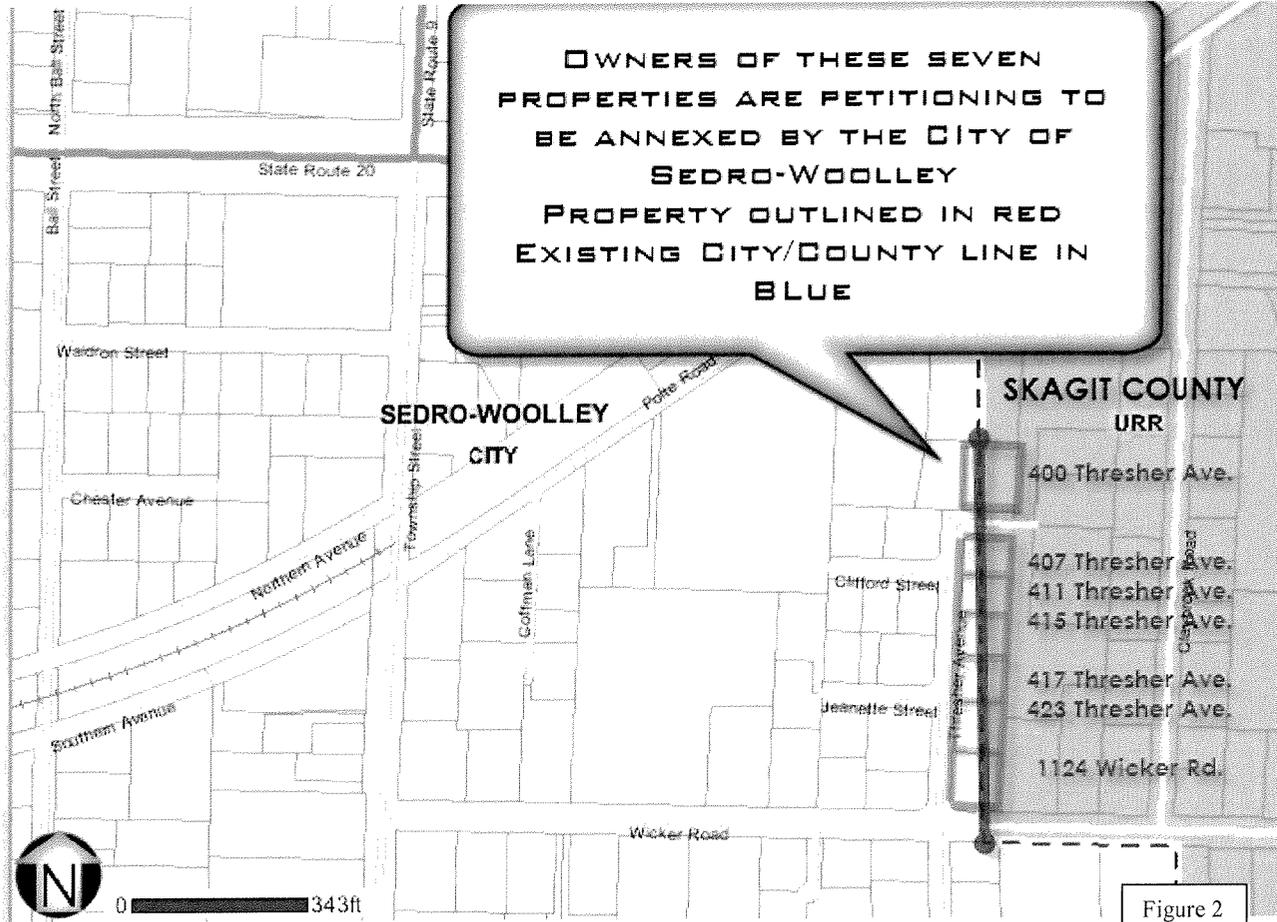


Figure 2

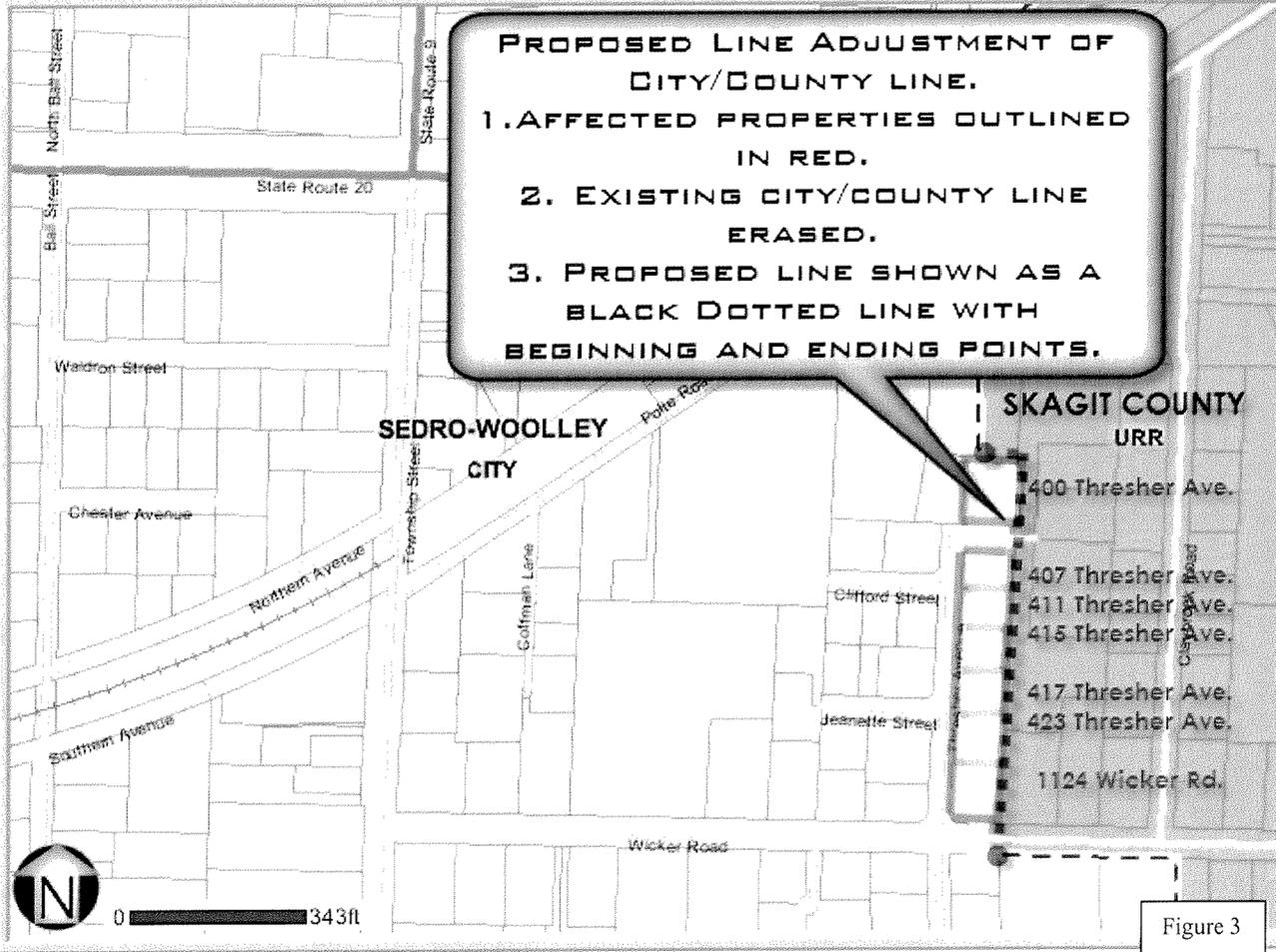
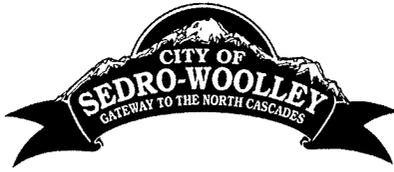


Figure 3



**CITY COUNCIL AGENDA  
REGULAR MEETING**

SEP 24 2008

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

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

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**MEMO:**

**To:** City Council

**From:** Jack Moore, *JM*  
Planning Director & Building Official

**Date:** September 24, 2008

**Subject:** Proposed Annexation of UGA properties – Fire Ridge, LLC property west of S. Third St.

---

**ISSUE**

Should the City accept a request to initiate the annexation process for 4 properties adjacent to the City limits? The Council's options are to accept, deny or geographically modify the proposed annexation. If the Council accepts the proposal for annexation, shall the petition to annex include provisions for the property to accept a share of the City's outstanding indebtedness?

**DESCRIPTION / HISTORY**

The owner of 4 properties in the City's urban growth area (UGA) have submitted a notice to the City of their intention to commence the annexation process using the direct petition method described in RCW 35A.14.120 -150.

The properties, Assessors parcel #s 37653, 37657, 37623 and 37624, are owned by Fire Ridge, LLC, 2105 8<sup>th</sup> Street, Columbia City, OR 97018.

**PROCEDURE**

Per RCW 35A.14.120, the **City Council shall meet** with the initiators of the annexation proposal **“to determine whether the city will accept, reject, or geographically modify the proposed annexation**, whether it shall require the simultaneous adoption of a proposed zoning regulation... and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed. If the legislative body requires the assumption of all or of any portion of indebtedness ... it shall record this action in its minutes and the petition for annexation shall be so drawn as to clearly indicate these facts. Approval by the legislative body shall be a condition precedent to circulation of the petition.”

The intent of today's meeting with the annexation initiators is to make these required decisions.

**ENCLOSURES**

Included with this memo:

- Letter of intent to commence annexation process from Fire Ridge, LLC.
- Map of property requested for annexation

*Fire Ridge, LLC*

2105 8<sup>th</sup> Street

Columbia City, Oregon

97018

(503)880-6977 phone

(530)820-6977 fax

---

September 3, 2008

City of Sedro Wooley  
Planning Department  
Mr. Jack Moore  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Dear Jack,

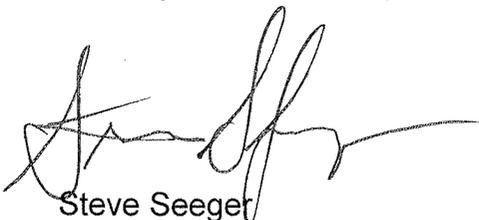
As per our conversation today, I am writing this letter to inform you of my interest to have the remainder of the 41 plus acres purchased by Fire Ridge bordered by Jameson, 3<sup>rd</sup> and Morris Street, annexed into the city of Sedro Woolley.

The tax parcel numbers of the total acreage are P75936, 75932, 75937, 79535, 75923, 37653, 37657, 37623, 37624, 37625, 37652, 37627, 37648, and 37656. The legal description as listed at closing is Ptn NW ¼ 25-34-4 E W.M. & of Blks. 55-57, 1<sup>st</sup> Add. To Sedro. Skagit County, Washington. I have attached the Real Estate Excise Tax Affidavit provided at closing should you have any questions.

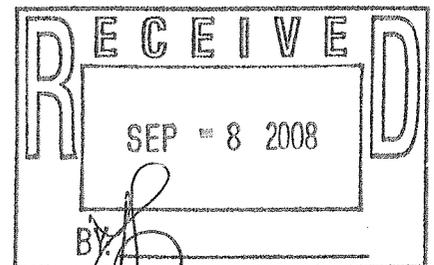
It is my desire to have all of this property located within the city of Sedro Wooley. I believe the ramifications of this entire property within the city limits would be mutually beneficial to both the city and the development of this property.

Should you have any questions, please don't hesitate to contact me.

Thank you and best regards,

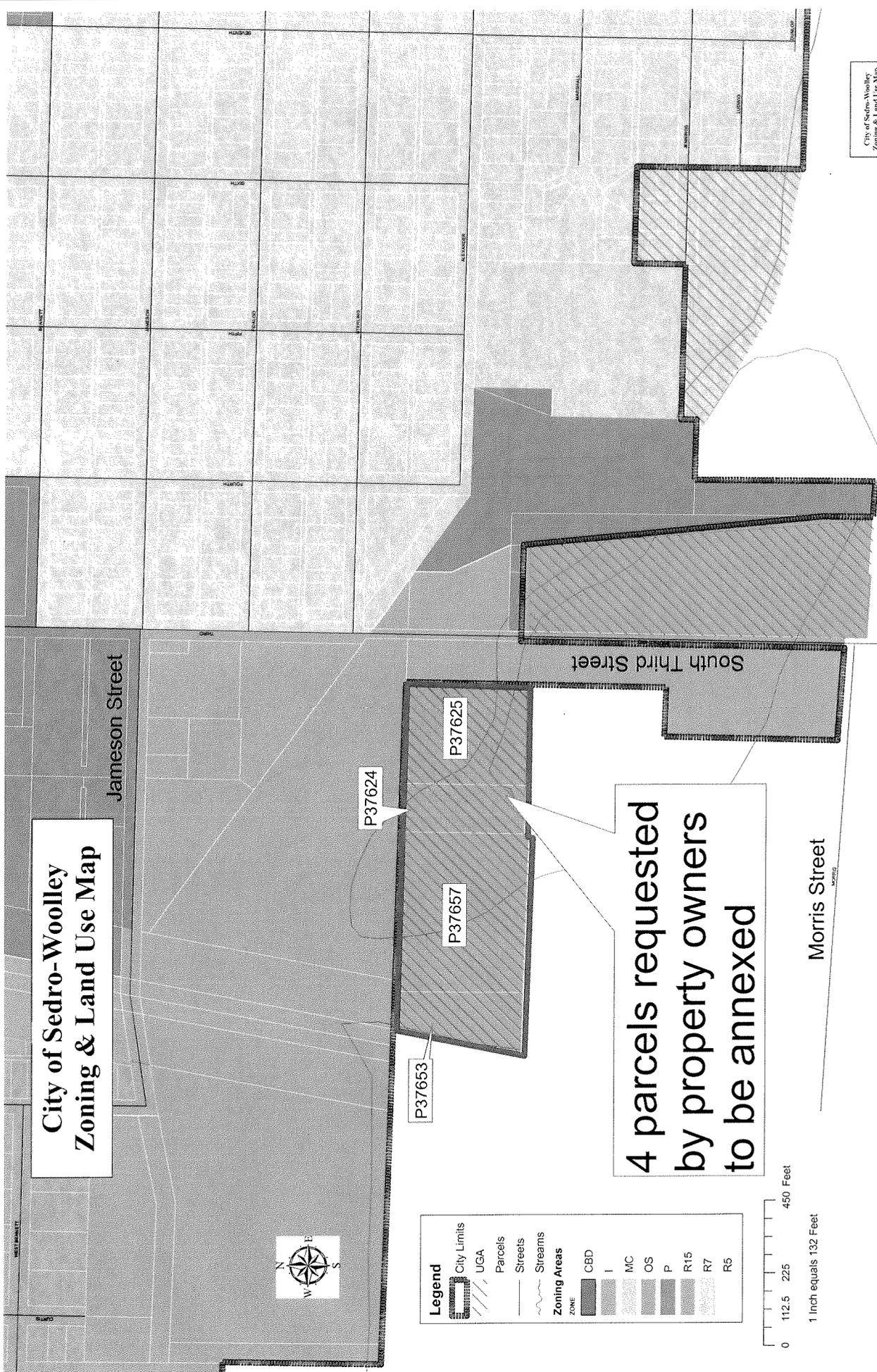


Steve Seeger  
Managing Member  
Fire Ridge, L.L.C.



# City of Sedro-Woolley Zoning & Land Use Map

City of Sedro-Woolley  
Zoning & Land Use Map  
Adopted: 07/23/2008  
Effective: 02/28/2008



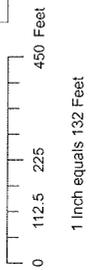
4 parcels requested  
by property owners  
to be annexed



**Legend**

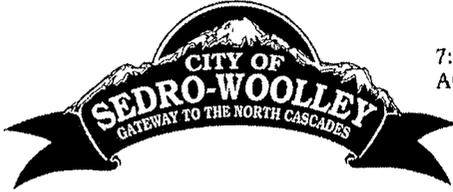
- City Limits
- UGA
- Parcels
- Streets
- Streams
- Zoning Areas

ZONE	Symbol
CBD	[Pattern]
I	[Pattern]
MC	[Pattern]
OS	[Pattern]
P	[Pattern]
R15	[Pattern]
R7	[Pattern]
R5	[Pattern]



CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 24 2008



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

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

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Hearing examiner fees for appeals  
DATE: September 24, 2008

ISSUE: Should the Council adopt the attached resolution reducing the hearing examiner fee for hearing appeals?

BACKGROUND: The City Council adopted the hearing examiner ordinance on February 27<sup>th</sup> of this year. The adoption of the hearing examiner ordinance was a piece of the work started by Jim Hanson in 2007 to revise the City's development code to make it more effective, in response to the significant concerns heard by the City from those who use the code. This work is on-going. The Council adopted fees for hearing examiner services on March 25, 2008.

At that time, the City Council adopted a user pays system where those who requested the services of the hearing examiner for any type of hearing paid 100% of the hearing examiner costs. This was a deliberate decision made to avoid additional costs to the City's general fund which is paid for by all taxpayers. At the time, it seemed unfair that all of the City's taxpayers should pay for the requests of a particular developer or individual. Since that time, a group of citizens has expressed their disappointment with the hearing examiner fee structure as it relates to appeals. They feel that it is appropriate for the taxpayers as a whole to fund the bulk of the appeal costs, rather than those who file the appeal. They feel that paying the actual costs of the appeal unreasonably limits their access to the appeal process.

This resolution is drafted to reduce the hearing examiner fee for appeals from actual cost with a minimum of \$800.00 to a flat cost of \$200.00. The impact of this resolution is that the planning department will require additional budgeted funds from the general fund to pay for hearing examiner fees for appeals.

RECOMMENDATION: Motion to adopt Resolution \_\_\_\_-08 reducing the fees for the hearing examiner to hear appeals.

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

**A RESOLUTION AMENDING THE  
HEARING EXAMINER FEE FOR HEARING APPEALS**

**WHEREAS**, the City adopted ordinance number 1607-08 establishing a hearing examiner;

**WHEREAS**, the ordinance passed requires that the fees relating to the hearing examiner be established by resolution;

**WHEREAS**, the City adopted resolution number 765-08 establishing fees for hearing examiner services based on a user pays philosophy; and

**WHEREAS**, the City Council now desires to adjust those fees to shift the bulk of the burden of costs for appeals from the user pays system to a general government expense; Now Therefore;

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

**Section 1.** The fee schedule for the City of Sedro-Woolley is hereby updated to reflect the following:

**Hearing Examiner Fees for appeals.** The hearing examiner fee for hearing appeals is \$200.00.

**Section 2.** In the event of conflict between this resolution and the existing fee schedule, this resolution is intended to supersede the existing fee schedule. Nothing in this resolution, however, is intended to modify, amend, replace or supersede any provisions of the existing fee schedule except for the hearing examiner fee to hear appeals.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of September, 2008 and signed in authentication of its passage this \_\_\_\_ day of September, 2008.

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

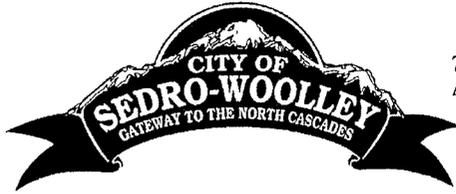
\_\_\_\_\_  
Patsy Nelson, Clerk/Treasurer

Approved as to form:

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

CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 24 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

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Comprehensive Solid Waste Management Plan  
DATE: September 24, 2008

ISSUE: Should the Council adopt the 2008 CSWMP?

BACKGROUND: The County proposed amendments to the 2005 CSWMP were approved by the Solid Waste System Governance Board (SWSGB) for the purpose of forwarding to the Department of Ecology (DOE) in May of this year and were approved by DOE by letter dated June 25, 2008.

The County indicates via email (attached) that the 2008 CSWMP was approved by the SWSGB and is "ready for local adoption." If the SWSGB did take final action as contemplated by the 2008 Interlocal, then the City is required to adopt the 2008 CSWMP.

RECOMMENDATION: Motion to adopt the proposed resolution adopting the 2008 Comprehensive Solid Waste Management Plan.

## Eron Berg

---

**From:** KevinRenz  
**Sent:** Tuesday, September 16, 2008 5:24 PM  
**To:** Eron Berg  
**Subject:** RE: CSWMP

It was discussed at the July meeting.

Thanks,  
Kevin

---

**From:** Eron Berg  
**Sent:** Tuesday, September 16, 2008 5:16 PM  
**To:** KevinRenz  
**Subject:** RE: CSWMP

This works – when did the SWSGB give its final approval?

Thanks,

Eron

---

**From:** KevinRenz  
**Sent:** Tuesday, September 16, 2008 5:13 PM  
**To:** Eron Berg  
**Cc:** Will W. Honea  
**Subject:** RE: CSWMP

Eron,

Thanks for contacting me about the Comprehensive Solid Waste Management Plan. The plan was discussed by the SWSGB and is ready for local adoption. I have attached a PDF copy of the final document; please let me know if this works out for you or if you would like it in a different format.

If adopted by the Sedro-Woolley City Council, please forward a copy of the adopting resolution and I will have it added to the County record.

Please let me know if I can be of any assistance.

Sincerely,  
Kevin R.

---

**From:** Eron Berg  
**Sent:** Tuesday, September 16, 2008 3:41 PM  
**To:** KevinRenz  
**Cc:** Will W. Honea  
**Subject:** CSWMP

Kevin,

9/17/2008

I understand that DOE has approved the revisions to the CSWMP from this spring. Has the SWSGB taken final action so the cities are now in position to adopt it?

If so, would you please email me the DOE approved version so I can present it to the S-W City Council for approval?

Thanks,

Eron

**Eron M. Berg**  
City Supervisor/City Attorney  
**City of Sedro-Woolley**  
**325 Metcalf Street**  
**Sedro-Woolley, WA 98284**  
(360) 855-9922  
FAX: 855-9923  
[eberg@ci.sedro-woolley.wa.us](mailto:eberg@ci.sedro-woolley.wa.us)

Advisory: Please be advised the City of Sedro-Woolley is required to comply with the Public Disclosure Act Chapter 42.56 RCW. This act establishes a strong state mandate in favor of disclosure of public records. As such, the information you submit to the City via email, including personal information, may ultimately be subject to disclosure as a public record.

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This email is covered by the Electronic Communications Privacy Act, 18 USC 2510-2521 and is legally privileged. The information contained in this electronic message is intended only for the use of the recipient named above. If you are not the intended recipient, be advised that any disclosure, copying, distribution or use of the contents of this transmission is prohibited. If you have received this electronic message transmission in error, please notify the sender at (360) 855-1661 or reply e-mail and delete the original message. Thank you.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY ADOPTING A  
REVISED COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN**

**WHEREAS**, the City was a party to an interlocal agreement between Skagit County and the other cities and towns in Skagit County dated May 17, 2004 that addresses the countywide solid waste system which is recorded under Skagit County Auditor's File No. 200405200103 (2004 Interlocal); and

**WHEREAS**, the 2004 Interlocal established the process by which the City's comprehensive solid waste management plan (CSWMP) was to be adopted and amended pursuant to RCW 70.95; and

**WHEREAS**, pursuant to the 2004 Interlocal and in accordance with Chapter 70.95 RCW, the City's CSWMP is the same as Skagit County's CSWMP and the current CSWMP was adopted by Skagit County in 2004 as contemplated in the 2004 Interlocal and is known at the 2005 CSWMP; and

**WHEREAS**, the parties to the 2004 Interlocal adopted a new interlocal agreement, the 2008 Interlocal recorded under Skagit County Contract No. C20080306, which changed the method of adopting, revising or amending the CSWMP to require City adoption within 30 days after a supermajority vote by the Solid Waste System Governance Board (SWSGB) and approval by the Department of Ecology; and

**WHEREAS**, the County proposed revisions to the 2005 CSWMP that were approved by the SWSGB for the purpose of forwarding to the Department of Ecology in May of this year and were approved by Ecology by letter dated June 25, 2008; and

**WHEREAS**, the County claims that the SWSGB took final action to approve the 2008 CSWMP as required under the 2008 Interlocal which, if true, requires the City to adopt the 2008 CSWMP; and

**WHEREAS**, the foregoing recitals are also findings of the City Council and a material part of this resolution;

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

The City of Sedro-Woolley hereby adopts the attached 2008 Comprehensive Solid Waste Management Plan as required by Interlocal Agreement dated April 30, 2008 by and between Skagit County and the cities and towns in Skagit County and recorded as Skagit County Contract No. C20080306.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council  
this 24<sup>th</sup> day of September, 2008

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Clerk/Treasurer

Approved as to form:

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

COMMITTEE

REPORTS

AND

REPORTS

FROM

OFFICERS

EXECUTIVE  
SESSION