

Next Ord: 1632-09
Next Res: 789-09

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

February 11, 2009

7:00 PM

**Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street**

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

- a. Minutes from Previous Meeting (Including February 3, 2009 Work Session)
 - b. Finance
 - Claim Vouchers #65632 to #65744 in the amount of \$411,696.20
 - Payroll Warrants #44381 to #44487 in the amount of \$248,169.50
 - c. Resolution 789-09 designating the Skagit Valley Herald as the official City newspaper
 - d. APP Purchase Agreement
 - e. Final Acceptance – Phase 2 SR20 Sewer Improvements Project
 - f. Proposed Change Order 2 – SR-9 Township Trenchless Sanitary Sewer Project
 - g. Amendment 1 to the Professional Services Agreement for Construction Services - Reichhardt & Ebe Engineering
 - h. Possible Bid Award – 2009-2010 Sanitary Sewer Lift Station Backup Generator Maintenance - Legacy Telecommunications Inc.
 - i. Resolution 790-09 declaring certain property as surplus and authorizing its disposition
4. Public Comment (Limited to 3-5 minutes)

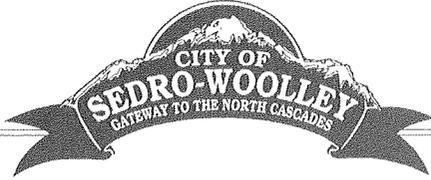
UNFINISHED BUSINESS

NEW BUSINESS

5. Possible Bid Award – SR 20/F&S Grade Road and Skagit Industrial Park Roadway Improvements Project - Interwest Construction, Inc. (*action - Resolution*)
6. Possible State Bid Acquisition – Stormwater Catch Basin Cleaner Truck Acquisition – Owens Equipment Company Vactor 2110 J6 (*action requested*)
7. Municipal Code Updates
 - a. admissions tax ordinance
 - b. check-handling charge ordinance
 - c. claims against the City ordinance

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

There may be an Executive Session immediately preceding or following the meeting.



DATE: February 11, 2009

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 February 11, 2009 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 Thomas Storrs

____ Ward 4 Councilmember Pat Colgan

____ Ward 5 Councilmember Hugh Galbraith

____ Ward 6 Councilmember Rick Lemley

____ At-Large Councilmember Dennis London

2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

FEB 11 2009

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
January 28, 2009 – 7:00 P.M. – City Hall Council Chambers

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Recorder Brue, Finance Director Nelson, Engineer Freiburger, Planner Moore, Fire Chief Klinger and Police Chief Wood.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #65456 to #65522 in the amount of \$500,473.61
 - Claim Vouchers #65523 to #65631 in the amount of \$935,663.28
 - Payroll Warrants #44275 to #44380 in the amount of \$183,407.43
- Riverfront Park Caretaker Agreement
- Interlocal Agreement – Mutual Police Aid & Cooperation
- Professional Services Agreement – Skagit Surveyors

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

Public Comment

Rick Judd – 1310 Fruitdale Rd., Planning Commission member, addressed the Council regarding recent vandalism and the bar closing hours. He noted that one business has had windows broken several times and is having difficulty with his insurance due to the events. Judd stated he had been requested by business owners to address the City and try to come up with a plan.

Discussion ensued regarding awareness of the situation and the probable cause.

Steve O’Neil – 408 B Metcalf, owner of The Roost, noted the City has too many bars in the downtown area within a close proximity. He also addressed people from the bars outside smoking and loitering on the streets.

Robert Mason – 704 Orth Way, addressed the Council regarding the Cook Road ULID. He reviewed the past opposition of the ULID and its history. Mason stated at the time of the ULID he had a new septic system and was told that he did not have to connect until such time as he would sell the property. He noted he is now interested in hooking up to the sewer. He addressed notifications sent to his rental property rather than to his personal residence regarding a 90 day hook up notice and requested Council approve that

he be able to pay interest from the date of the letter that was sent to his personal residence rather than the date that was sent to his rental address.

Council discussion ensued regarding notification date, plans for hook up, clarification of fees, background of process, possible remedies within the code, misleading statements at time of ULID, monthly sewer billing without being hooked up to sewer and responsibility of error.

Councilmember Galbraith moved to adjourn to executive session. Councilmember Colgan seconded. Motion and second withdrawn.

Velma Walker – 726 Northern Street, requested placement of speed limit signs along Northern. She discussed the speed of travel along the street and believes the signs might help slowing traffic.

NEW BUSINESS

Ward 3 Council Vacancy

City Supervisor/Attorney Berg reviewed the process selected by Council at the last meeting on the call for interested candidates. Berg noted there was one letter of interest received from Thomas Storrs. Storrs is a former Councilmember. He is unable to be in attendance due to a previously scheduled medical procedure.

Councilmember Meamber moved to appoint Thomas Storrs to the vacant seat of Ward 3 for the year 2009. Seconded by Councilmember Splane. Motion carried (6-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Fire Chief Klinger – reported on a meeting with the Police and Fire committee regarding the purchase of a man lift. Klinger presented information on the need and benefit to the City and requested Council approval.

Councilmember Meamber noted the Police and Fire committee recommended the purchase.

Councilmember Meamber moved to authorized the Fire Chief to purchase a used man lift not to exceed \$5000 including tax and delivery. Councilmember Splane seconded. Motion carried (6-0).

Police Chief Wood – reported on the graduation of Matt Vollans from the Police Academy and noted he will begin his field training on Saturday. Wood also addressed the downtown situation stating they are keenly aware of the problems. He noted a big part of the problem is the State smoking law which placed the people outside and discussed the presence of officer's downtown on the weekends. They also continue to work with the bar owners for solutions.

Discussion ensued regarding restitution, enforcement of smoking ban, overriding the State law, Council enforcement and voluntary compliance.

Engineer Freiburger – reviewed his written report highlighting the Township project which is expected to be completed by mid-February. The CIPP sewer project is complete with a few repairs to be done in the next few weeks. The Fruitdale/McGargile Road Project is being proposed for the Federal Economic Stimulus package and has been combined with the Township Sidewalk project. Freiburger noted he will be attending a meeting on the Similes Package. He reviewed the bid results for the F & S Grade Road roundabout project. He noted the low two bids appear to be non responsive due to not meeting the disadvantage business enterprise mandatory goal for the project, with the third bid being significantly below the Engineers Estimate. The start date may be around the first part of June with some preliminary work. Discussion ensued regarding the bid pricing and process.

City Supervisor/Attorney Berg – reviewed a request to purchase a used forklift for the Sewer Department and requested Council to authorize staff to proceed with the RFP. The Sewer Department has been working with Councilmember Splane for specs and that Council will approve the final bid, once bids are received.

Councilmember Splane moved to advertise for a proposal for a used fork lift with pneumatic tires. Seconded by Councilmember Meamber. Motion carried (6-0).

City Supervisor/Attorney Berg – reported on an upcoming Finance committee meeting to discuss Business Licensing. He noted this would be a possible worksession topic for the next worksession.

Finance Director Nelson – reported on the streamline sales tax and errors in reporting supplied by the Department of Revenue. Corrections were noted and returned in order to correct the error. She also reported that the City has been informed that the Courier Times will no longer be printing Legal ads. Skagit Valley Publishing has decided the Skagit Valley Herald will be the only paper to print the legal ads. A resolution will be forthcoming to change the paper of record. Nelson also reported she is working on the final details for an Interim Finance Director. She is working with Meredith Riley who is a retired Finance Director from Blaine and a former State Auditor. Riley will assume the duties during Nelson's upcoming sabbatical.

Councilmember Meamber – noted the Downtown Revitalization Committee is interested in having the City build a gravel trail from Metcalf Street to Township. Discussion ensued regarding previous work with the Railroad and possible use of City right of way.

Councilmember Colgan – questioned status of downtown lights.

City Supervisor/Attorney Berg noted that American Pole is currently working on a spare pole fitting it with some sample lights to try. He noted other avenues are being explored as well.

Councilmember Lemley – reported on a recent utility committee meeting regarding the flow base billing. He noted discussions on some of the software issues as well as the recommendation of utilizing Katy Isaksen for financial calculations.

Discussion ensued to include research of other city methods and being a future worksession topic.

Councilmember Lemley moved to authorize the City Supervisor to enter into a contract with Katy Isaksen for her services not to exceed \$10,000. Seconded by Councilmember Galbraith.

Councilmember Meamber stated his objection to the contract. He noted he believes it to be too high and wants an hourly rate.

It was noted that the contract is for an hourly rate with a “not to exceed” \$10,000, and a scope of work attached.

Councilmember Splane expressed his opposition of a flow base billing. Discussion followed.

Mayor Anderson restated the motion. Motion carried (5-1, Councilmember Splane opposed).

Councilmember London – questioned if there are any regulations against placement of protective grills around windows.

Planner Moore stated there is currently nothing in the code but would recommend other options be researched.

The meeting adjourned to Executive Session at 8:25 P.M. for discussion of possible litigation for approximately 20 minutes.

The meeting reconvened at 8:35 P.M.

Councilmember Galbraith moved to have the City Attorney negotiate a settlement with Robert Mason and authorize the Mayor to sign. Councilmember Colgan seconded. Motion carried (6-0).

Councilmember London moved to adjourn. Seconded by Councilmember Splane. Motion carried (6-0).

FEB 11 2009

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

CITY OF SEDRO-WOOLLEY

Council Work Session of the City Council
February 3, 2009 – 7:00 P.M. – City Hall Council Chambers

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Pat Colgan, Rick Lemley and Dennis London. Staff: City Supervisor/Attorney Berg, Engineer Freiberger, Fire Chief Klinger, Finance Director Nelson and Police Sgt. McIlraith.

Absent: Councilmember Hugh Galbraith

Satellite Fire Station Update

- The question was posed “Should the satellite station on Portobello be constructed now due to current reduced construction costs?” Possible funding sources were discussed to include voted bond, councilmatic bond funded by increased tax on City utilities and FEMA funding for the aerial truck portion (now approaching \$1 Million). The matter was referred to the Public Safety Committee for direction in obtaining citizen input.

2009 Public Works Update

Engineer Freiberger reported on the 2008/2009 infrastructure projects.

- Skagit Roundabout
Came in enough under the Engineer’s Estimate to allow for sidewalks on the north and west side of SR20 from Walgreen’s to the end of the roundabout.

Councilmember Lemley moved to authorize Engineer Freiberger to negotiate and the Mayor to sign an agreement with David Evans & Associates not to exceed \$12,000 to design the sidewalks. Seconded by Councilmember Colgan. Motion carried (5-0).

- Fruitdale/McGarigle Road
The project currently is short of funds and is part of Skagit County’s proposed Economic Stimulus package submittal.
- SR9/Jameson – Rhodes Road
The project may be ready for construction in 2010 with design completed in 2009.

- Miscellaneous Projects
The 2009 CIPP Sewer Projects were reviewed per Staff memo.

Councilmember Meamber moved to authorize Mayor Anderson to enter into agreement with Reichhardt & Ebe Engineering, Inc. to provide design engineering services for the 2009 CIPP Sewer Project in the amount of \$13,864.94. Councilmember Splane seconded. Motion carried (5-0).

Executive Session

The worksession adjourned to Executive Session at 8:45 P.M. – 9:18 P.M. for the purpose of discussion regarding real estate and litigation with a decision anticipated.

Councilmember Meamber moved to authorize Mayor Anderson to sign an agreement with Annie Janicki paying \$2,041.75, waiving the Hearing Examiner fees with a hold harmless clause. Seconded by Councilmember Colgan. Motion carried (5-0).

Councilmember Lemley moved to authorize Mayor Anderson to sign a purchase and sale agreement for property discussed and for the price discussed in Executive Session, with a feasibility study. Councilmember Colgan seconded. Motion carried (5-0).

Councilmember Lemley moved to authorize the Finance Director to issue a manual warrant not to exceed \$10,000 for a refundable earnest money deposit. Seconded by Councilmember London. Motion carried (5-0).

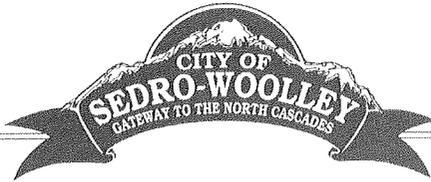
Councilmember Lemley moved to adjourn. Seconded by Councilmember London. Motion carried (5-0).

The Worksession adjourned at 9:22 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 11 2009

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



DATE: February 11, 2009
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 February 11, 2009.

Motion to approve Claim Vouchers #65632 to #65744 in the amount of \$411,696.20.

Motion to approve Payroll Warrants #44381 to #44487 in the amount of \$248,169.50.

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
65632	SEDRO-WOLLEY POSTMASTER	POSTAGE	SWR	456.63
		POSTAGE	SAN	217.78
		AUTO FUEL/DIESEL	SWTR	28.11
		WARRANT TOTAL		702.52
65633	ALLELUJAH BUSINESS SYSTEMS	OPERATING SUPPLIES	SWR	8.10
		OPERATING SUPPLIES	SWR	12.96
		OPERATING SUPPLIES	SWR	3.24
		WARRANT TOTAL		24.30
65634	ALL-PHASE ELECTRIC	REPAIRS/MAINTENANCE	ST	70.89
		MAINT OF GENERAL EQUIP	SWR	269.05
		WARRANT TOTAL		339.94
65635	ALPINE FIRE & SAFETY	SUPPLIES	FIN	40.07
		SAFETY EQUIPMENT	CEM	37.04
		SUPPLIES	LIB	39.47
		OPERATING SUPPLIES	SWR	156.44
		WARRANT TOTAL		273.02
65636	AMSTERDAM PRINTING & LITH	SUPPLIES	FIN	37.13
		OFFICE/OPERATING SUPPLIES	PD	37.13
		WARRANT TOTAL		74.26
65637	ANDERSON, MIKE	MEALS/TRAVEL	EXE	11.00
		WARRANT TOTAL		11.00
65638	ARAMARK UNIFORM SERVICES	LAUNDRY	CS	40.96
		MISC-LAUNDRY	CEM	24.09
		MISC-LAUNDRY	ST	27.12
		MISC-LAUNDRY	ST	65.99
		LAUNDRY	SWR	46.88
		LAUNDRY	SWR	25.79
		WARRANT TOTAL		230.83
65639	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	92.67
		AUTO FUEL	CS	56.64
		REPAIR & MAINTENANCE	CS	82.23
		REPAIR & MAINTENANCE	CS	23.28
		AUTO FUEL	PD	917.43
		AUTO FUEL/DIESEL	FD	297.84
		REPAIR/MT-SMALL TOOLS EQUIP PK		82.23
		REPAIR/MT-SMALL TOOLS EQUIP PK		23.28
		AUTO FUEL/DIESEL	CEM	55.80
		AUTO FUEL/DIESEL	ST	54.40
		AUTO FUEL/DIESEL	ST	235.54
		REPAIR/MAINTENANCE-EQUIP	ST	82.23
		REPAIR/MAINTENANCE-EQUIP	ST	23.28
		MAINTENANCE OF VEHICLES	SWR	82.23
		MAINTENANCE OF VEHICLES	SWR	23.28
		AUTO FUEL/DIESEL	SWR	96.70
AUTO FUEL/DIESEL	SWR	144.14		

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		AUTO FUEL/DIESEL	SWR	114.89
		REPAIRS/MAINT-EQUIP	SAN	986.80
		REPAIRS/MAINT-EQUIP	SAN	279.48
		AUTO FUEL/DIESEL	SAN	62.43
		AUTO FUEL/DIESEL	SAN	1,207.00
		AUTO FUEL/DIESEL	SAN	1,405.96
		WARRANT TOTAL		6,429.76
65640	AT & T	TELEPHONE	JUD	1.71
		MEALS/TRAVEL	EXE	3.42
		TELEPHONE	FIN	34.17
		TELEPHONE	LGL	6.83
		TELEPHONE	IT	3.42
		TELEPHONE	PLN	5.12
		TELEPHONE	ENG	44.41
		TELEPHONE	PD	163.99
		TELEPHONE	FD	10.25
		TELEPHONE	INSP	17.08
		TELEPHONE	ST	1.71
		TELEPHONE	LIB	5.12
		TELEPHONE	SWR	10.25
		TELEPHONE	SAN	34.17
		WARRANT TOTAL		341.65
65641	AW DIRECT	REPAIR & MAINT - AUTO	PD	36.83
		WARRANT TOTAL		36.83
65642	BANK OF AMERICA	MISC-DUES/SUBSCRIPTIONS	FIN	50.00
		UNIFORMS/ACCESSORIES	PD	221.34
		WARRANT TOTAL		271.34
65643	BANK OF AMERICA	MEALS/TRAVEL	EXE	36.00
		WARRANT TOTAL		36.00
65644	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP PK		298.06
		OPERATING SUPPLIES	CEM	37.69
		WARRANT TOTAL		335.75
65645	BANK OF AMERICA	OFFICE SUPPLIES	SAN	181.14
		WARRANT TOTAL		181.14
65646	BANK OF AMERICA	SUPPLIES	LIB	226.81
		BOOKS, PERIOD, RECORDS	LIB	131.11
		WARRANT TOTAL		357.92
65647	BAY CITY SUPPLY	OPERATING SUPPLIES	FD	27.74
		WARRANT TOTAL		27.74
65648	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	490.00
		WARRANT TOTAL		490.00
65649	BOUND TREE CORPORATION	OPERATING SUPPLIES	FD	63.20

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		63.20
65650	CAPITAL INDUSTRIES, INC.	CONTAINERS	SAN	4,331.20
		WARRANT TOTAL		4,331.20
65651	CARDIAC SCIENCE CORP.	OPERATING SUPPLIES	FD	69.12
		WARRANT TOTAL		69.12
65652	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	17.60
		SMALL TOOLS & MINOR EQUIP	SAN	491.98
		WARRANT TOTAL		509.58
65653	CHEVRON U.S.A., INC.	AUTO FUEL/DIESEL	FD	100.60
		AUTO FUEL/DIESEL	ST	43.54
		WARRANT TOTAL		144.14
65654	COLLINS OFFICE SUPPLY, INC	SUPPLIES	LGS	42.66
		SUPPLIES	FIN	474.74
		SUPPLIES	FIN	37.56
		SUPPLIES	FIN	20.50
		SUPPLIES	FIN	8.41
		OFFICE/OPERATING SUPPLIES	PD	15.82
		OFFICE/OPERATING SUPPLIES	PD	82.04
		WARRANT TOTAL		681.73
65655	COMCAST	COMPUTER NETWORK	CS	71.97
		TELEPHONE	PD	13.99
		TELEPHONE	FD	13.99
		WARRANT TOTAL		99.95
65656	COMPLETE WIRELESS TECHNOLOGIES	REPAIRS/MAINT-EQUIP	FD	72.25
		WARRANT TOTAL		72.25
65657	HSBC BUSINESS SOLUTIONS	OFFICE/OPERATING SUPPLIES	PD	64.44
		MACHINERY & EQUIPMENT	PD	97.68
		REPAIRS/MAINT-DORM	FD	60.84
		WARRANT TOTAL		222.96
65658	COUNTRYSIDE CHEVROLET	REPAIR & MAINTENANCE	CS	47.11
		WARRANT TOTAL		47.11
65659	SKAGIT WEEKLY NEWS GROUP	MISC-PRINTING & BINDING	PLN	122.04
		WARRANT TOTAL		122.04
65660	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT-EQUIP	FD	237.60
		WARRANT TOTAL		237.60
65661	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	33.96
		WARRANT TOTAL		33.96
65662	CUSTOM EMBROIDERY	MACHINERY & EQUIPMENT	PD	313.36
		WARRANT TOTAL		313.36

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65672	GRCC/WETRC	MISC-TUITION/REGISTRATION	SWR	175.00
		WARRANT TOTAL		175.00
65673	GUARDIAN NW TITLE & ESCROW	PROFESSIONAL SERVICES	PK	55.00
		ROW - FRUITDALE/MCGARIGLE	AST	44.00
		WARRANT TOTAL		99.00
65674	HACH COMPANY	OPERATING SUPPLIES	SWR	203.17
		OPERATING SUPPLIES	SWR	77.52
		WARRANT TOTAL		280.69
65675	HEITMAN, CHARLES	RETIRED MEDICAL	PD	495.90
		WARRANT TOTAL		495.90
65676	H.W. LOCHNER, INC.	ENGINEERING-JAMESON SR9	AST	46,582.16
		WARRANT TOTAL		46,582.16
65677	IDEARC MEDIA CORP.	BOOKS, PERIOD, RECORDS	LIB	82.22
		WARRANT TOTAL		82.22
65678	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	35.42
		BOOKS, PERIOD, RECORDS	LIB	28.37
		BOOKS, PERIOD, RECORDS	LIB	311.07
		BOOKS, PERIOD, RECORDS	LIB	28.84
		BOOKS, PERIOD, RECORDS	LIB	14.60
		BOOKS, PERIOD, RECORDS	LIB	31.39
		BOOKS, PERIOD, RECORDS	LIB	21.22
		BOOKS, PERIOD, RECORDS	LIB	26.80
		BOOKS, PERIOD, RECORDS	LIB	19.31
		BOOKS, PERIOD, RECORDS	LIB	78.02
		BOOKS, PERIOD, RECORDS	LIB	18.38
		BOOKS, PERIOD, RECORDS	LIB	16.53
		BOOKS, PERIOD, RECORDS	LIB	96.16
		BOOKS, PERIOD, RECORDS	LIB	38.09
		BOOKS, PERIOD, RECORDS	LIB	26.29
		BOOKS, PERIOD, RECORDS	LIB	18.64
		BOOKS, PERIOD, RECORDS	LIB	62.28
		BOOKS, PERIOD, RECORDS	LIB	17.70
		BOOKS, PERIOD, RECORDS	LIB	16.06
		BOOKS, PERIOD, RECORDS	LIB	55.43
		BOOKS, PERIOD, RECORDS	LIB	79.88
		BOOKS, PERIOD, RECORDS	LIB	17.70
		WARRANT TOTAL		1,058.18
65679	JF PACIFIC LINERS	OTHER IMPROVEMENTS	SWR	252,243.91
		WARRANT TOTAL		252,243.91
65680	JOHN, RONALD	RETIRED MEDICAL	PD	111.00
		WARRANT TOTAL		111.00
65681	LJF DOCUMENT IMAGING SERVICES	PROFESSIONAL SERVICES	ENG	394.13
		WARRANT TOTAL		394.13

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65682	L N CURTIS & SONS	OPERATING SUPPLIES	FD	35.71
		WARRANT TOTAL		35.71
65683	LEONARD BOUDINOT & SKODJE	PROF SVS-ENGINEERING	SWR	3,110.00
		WARRANT TOTAL		3,110.00
65684	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	ST	58.73
		SMALL TOOLS/MINOR EQUIP	ST	87.37
		OPERATING SUPPLIES	ST	162.50
		MAINTENANCE OF LINES	SWR	51.04
		MAINTENANCE OF LINES	SWR	38.83
		REPAIRS/MAINT-EQUIP	SAN	149.16
		WARRANT TOTAL		547.63
65685	MCLOUGHLIN & EARDLEY CORP	SUPPLIES	EXE	280.55
		WARRANT TOTAL		280.55
65686	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	85.91
		REPAIRS/MAINT-EQUIP	SAN	85.42
		REPAIRS/MAINT-EQUIP	SAN	172.65
		REPAIRS/MAINT-EQUIP	SAN	85.91
		WARRANT TOTAL		258.07
65687	MUNICIPAL RESEARCH & SVC CENTER	ADVERTISING	ENG	300.00
		WARRANT TOTAL		300.00
65688	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	93.96
		TELEPHONE	LGL	31.33
		TELEPHONE	IT	31.33
		PUBLIC UTILITIES	CS	31.32
		TELEPHONE	PLN	31.32
		NEXTEL CELL PHONES		62.64
		TELEPHONE	PD	532.27
		TELEPHONE	FD	219.24
		TELEPHONE	INSP	31.32
		TELEPHONE	PK	281.88
		TELEPHONE	CEM	62.64
		TELEPHONE	ST	187.92
		NEXTEL CELL PHONES		313.10
		NEXTEL CELL PHONES	SAN	187.92
		WARRANT TOTAL		2,098.19
65689	NORTH HILL RESOURCES, INC.	RECYCLING FEE - YARD WASTE	SAN	118.91
		WARRANT TOTAL		118.91
65690	OASYS	REPAIR/MAINTENANCE	JUD	129.60
		WARRANT TOTAL		129.60
65691	OFFICE DEPOT	SUPPLIES	FIN	51.59
		SUPPLIES	FIN	17.07
		OFFICE/OPERATING SUPPLIES	PD	166.68
		OFFICE/OPERATING SUPPLIES	PD	55.80

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OFFICE/OPERATING SUPPLIES	PD	122.45
		OFFICE/OPERATING SUPPLIES	PD	92.70
		MACHINERY & EQUIPMENT	PD	116.63
		OFFICE SUPPLIES	FD	34.16
		OFFICE SUPPLIES	FD	38.86
		OFFICE SUPPLIES	FD	25.81
		OFFICE SUPPLIES	SWR	80.61
		OFFICE SUPPLIES	SWR	37.79
		WARRANT TOTAL		840.15
65692	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	ST	178.18
		WARRANT TOTAL		178.18
65693	OTTO ENVIRONMENTAL SYSTEMS	CONTAINERS	SAN	1,615.80
		WARRANT TOTAL		1,615.80
65694	PAT RIMMER TIRE CTR, INC	MACHINERY AND EQUIPMENT	FD	108.24
		WARRANT TOTAL		108.24
65695	PETERSON, DEBRA	TRAVEL	LIB	176.00
		WARRANT TOTAL		176.00
65696	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	17.81
		POSTAGE	LIB	4.12
		BOOKS, PERIOD, RECORDS	LIB	16.19
		WARRANT TOTAL		38.12
65697	PLATT	MAINT OF PUMPING EQUIP	SWR	479.52
		WARRANT TOTAL		479.52
65698	PNCWA	MISC-TUITION/REGISTRATION	SWR	300.00
		WARRANT TOTAL		300.00
65699	PRINTWISE, INC.	SUPPLIES	JUD	112.32
		SUPPLIES	JUD	145.81
		WARRANT TOTAL		258.13
65700	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	SWR	32.80
		WARRANT TOTAL		32.80
65701	PUMPTech INC.	MAINT OF GENERAL EQUIP	SWR	874.25
		WARRANT TOTAL		874.25
65702	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	2,701.88
		PUB UTILITIES-MALL	CS	9.83
		PUB UTILITIES-MALL	CS	102.83
		PUBLIC UTILITIES	PD	48.38
		REPAIRS & MAINTENANCE	PD	9.83
		UTILITIES-RIVERFRONT	PK	692.79
		UTILITIES-COMMUNITY CTR	PK	154.16
		UTILITIES-SENIOR CENTER	PK	313.60
		UTILITIES - GOLF	PK	49.51

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UTILITIES-TRAIN	PK	227.91
		UTILITIES-HAMMER SQUARE	PK	462.63
		UTILITIES-BINGHAM & MEMORIAL P		101.93
		UTILITIES - SHOP	PK	133.82
		UTILITIES - OTHER	PK	9.83
		PUBLIC UTILITIES	CEM	113.72
		PUBLIC UTILITIES	ST	218.80
		PUBLIC UTILITIES	ST	264.02
		PUBLIC UTILITIES	ST	90.63
		PUBLIC UTILITIES	ST	7,897.63
		PUBLIC UTILITIES	LIB	248.15
		ADVERTISING	HOT	32.71
		PUBLIC UTILITIES	SWR	10,280.68
		PUBLIC UTILITIES	SAN	240.50
		WARRANT TOTAL		24,405.77
65703	PUGET SOUND LEASING CO. INC	UTILITIES-RIVERFRONT	PK	25.33
		UTILITIES-COMMUNITY CTR	PK	32.75
		UTILITIES-SENIOR CENTER	PK	136.24
		PUBLIC UTILITIES	SWR	150.76
		WARRANT TOTAL		345.08
65704	PURCHASE POWER	POSTAGE	JUD	313.70
		POSTAGE	FIN	489.14
		POSTAGE	LGL	8.40
		POSTAGE	PLN	63.10
		POSTAGE	ENG	24.85
		POSTAGE	PD	120.96
		POSTAGE	INSP	9.63
		POSTAGE	CEM	9.06
		POSTAGE	SWR	167.47
		POSTAGE	SAN	77.29
		OPERATING SUPPLIES	SWTR	12.88
		WARRANT TOTAL		1,296.48
65705	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	469.80
		WARRANT TOTAL		469.80
65706	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	169.56
		WARRANT TOTAL		169.56
65707	SCADA & CONTROLS ENGINEERING INC	PROFESSIONAL SERVICES	SWR	1,731.10
		WARRANT TOTAL		1,731.10
65708	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	50.89
		OPERATING SUPPLIES	SWR	9.09
		WARRANT TOTAL		59.98
65709	SEARS COMMERCIAL ONE	REPAIRS/MAINT-DORM	FD	302.93
		WARRANT TOTAL		302.93
65710	SEDGWICK CMS	INDUSTRIAL INSURANCE	LGS	1.44

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		INDUSTRIAL INSURANCE	JUD	2.30
		INDUSTRIAL INSURANCE	EXE	2.58
		INDUSTRIAL INSURANCE	FIN	3.60
		INDUSTRIAL INSURANCE	LGL	.72
		INDUSTRIAL INSURANCE	IT	2.52
		INDUSTRIAL INSURANCE	PLN	45.31
		INDUSTRIAL INSURANCE	ENG	27.55
		INDUSTRIAL INSURANCE	PD	270.43
		INDUSTRIAL INSURANCE	PD	12.58
		INDUSTRIAL INSURANCE	PD	8.20
		INDUSTRIAL INSURANCE	FD	108.36
		INDUSTRIAL INSURANCE	INSP	10.72
		INDUSTRIAL INSURANCE	PK	115.08
		INDUSTRIAL INSURANCE	CEM	28.48
		INDUSTRIAL INSURANCE	ST	82.50
		INDUSTRIAL INSURANCE	ST	.72
		INDUSTRIAL INSURANCE	LIB	21.58
		INDUSTRIAL INSURANCE	SWR	175.48
		INDUSTRIAL INSURANCE	SAN	96.02
		INDUSTRIAL INSURANCE	SWTR	44.23
		INDUSTRIAL INSURANCE	ERR	12.51
		WARRANT TOTAL		1,072.91
65711	SEDRO-WOOLLEY AUTO PARTS	REPAIRS/MAINT-EQUIP	FD	2.60
		OPERATING SUPPLIES	CEM	8.81
		REPAIR/MAINT-EQUIP & BLDG	CEM	55.58
		REPAIR/MAINT-EQUIP & BLDG	CEM	55.58
		REPAIR/MAINT-EQUIP & BLDG	CEM	53.44
		OPERATING SUPPLIES	ST	12.42
		MAINTENANCE OF VEHICLES	SWR	38.88
		MAINTENANCE OF VEHICLES	SWR	31.22
		WARRANT TOTAL		147.37
65712	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	10,925.00
		WARRANT TOTAL		10,925.00
65713	SKAGIT COUNTY SHERIFF OFF	PRISONER TRANSPORT	PD	598.33
		WARRANT TOTAL		598.33
65714	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	130.10
		WARRANT TOTAL		130.10
65715	SKAGIT FARMERS SUPPLY	REPAIR & MAINTENANCE	CS	18.82
		OPERATING SUPPLIES-PROPANE	ST	18.55
		OPERATING SUPPLIES-PROPANE	ST	16.95
		OPERATING SUPPLIES-PROPANE	ST	13.18
		SAFETY EQUIPMENT	ST	29.15
		OPERATING SUPPLIES	SAN	31.46
		WARRANT TOTAL		128.11
65716	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP	SAN	39.14
		WARRANT TOTAL		39.14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65717	SKAGIT READY MIX, INC.	REPAIR-SAFETY EQUIPMENT	ST	298.08
		REPAIRS/MAINT-BUILDING	SAN	1,520.64
		WARRANT TOTAL		1,818.72
65718	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	278.25
		WARRANT TOTAL		278.25
65719	SKAGIT VALLEY COLLEGE	TUITION/REGISTRATION	LIB	60.00
		WARRANT TOTAL		60.00
65720	SKAGIT VALLEY HERALD	DUES/SUBSCRIPTIONS	PD	127.20
		WARRANT TOTAL		127.20
65721	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	24.96
		LEGAL PUBLICATIONS	LGS	24.97
		LEGAL PUBLICATIONS	LGS	24.96
		ADVERTISING/LEGAL PUBLIC	PLN	28.51
		ADVERTISING/LEGAL PUBLIC	PLN	28.51
		ADVERTISING/LEGAL PUBLIC	PLN	28.51
		ADVERTISING/LEGAL PUBLIC	PLN	28.50
		ENGINEERING-SKAGIT PROJECT	AST	48.75
		ENGINEERING-SKAGIT PROJECT	AST	48.75
		WARRANT TOTAL		286.42
65722	SPRINT	TELEPHONE	FD	59.99
		WARRANT TOTAL		59.99
65723	STORIE, WILLIAM	SPECIAL INVESTIGATIONS	PD	32.40
		WARRANT TOTAL		32.40
65724	SUBURBAN PROPANE, L.P.	PROPANE	CEM	48.51
		WARRANT TOTAL		48.51
65725	TRANSWORLD SKATEBOARDING	BOOKS, PERIOD, RECORDS	LIB	16.97
		WARRANT TOTAL		16.97
65726	TRUE VALUE	OPERATING SUPPLIES	FD	75.49
		OPERATING SUPPLIES	FD	.97
		SMALL TOOLS & MINOR EQUIP	FD	3.01
		MACHINERY AND EQUIPMENT	FD	40.82
		SAFETY EQUIPMENT	ST	37.79
		OPERATING SUPPLIES	SWR	26.10
		OPERATING SUPPLIES	SWR	5.93
		OPERATING SUPPLIES	SWR	56.14
		OPERATING SUPPLIES	SWR	21.06
		OPERATING SUPPLIES	SWR	9.01
		OPERATING SUPPLIES	SWR	2.11
		OPERATING SUPPLIES	SAN	35.36
		OPERATING SUPPLIES	SAN	147.79
		OPERATING SUPPLIES	SAN	16.43
		WARRANT TOTAL		478.01

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65727	VALLEY AUTO SUPPLY	REPAIR & MAINTENANCE	CS	10.80-
		REPAIR & MAINTENANCE	CS	89.66
		REPAIRS/MAINT-EQUIP	FD	4.63
		MACHINERY AND EQUIPMENT	FD	185.48
		MACHINERY AND EQUIPMENT	FD	34.43
		REPAIR/MT-SMALL TOOLS EQUIP PK		35.94
		REPAIR/MT-SMALL TOOLS EQUIP PK		38.43
		REPAIR/MT-SMALL TOOLS EQUIP PK		13.60
		MAINTENANCE OF VEHICLES	SWR	150.55
		MAINTENANCE OF VEHICLES	SWR	71.69
		REPAIRS/MAINT-EQUIP	SAN	40.38
		REPAIRS/MAINT-EQUIP	SAN	39.51
		REPAIRS/MAINT-EQUIP	SAN	4.63
		REPAIRS/MAINT-EQUIP	SAN	26.11
		REPAIRS/MAINT-EQUIP	SAN	61.75
		OPERATING SUPPLIES	SAN	50.48
		OPERATING SUPPLIES	SAN	78.30
		OPERATING SUPPLIES	SAN	32.40
		OPERATING SUPPLIES	SAN	3.55
		WARRANT TOTAL		950.72
65728	VERIZON NORTHWEST	TELEPHONE	PD	22.37
		TELEPHONE	PD	52.92
		TELEPHONE	PK	87.32
		TELEPHONE	CEM	65.15
		TELEPHONE	LIB	111.52
		TELEPHONE	SWR	250.48
		WARRANT TOTAL		589.76
65729	VISTEN, LESLIE	RETIRED MEDICAL	PD	1,156.80
		WARRANT TOTAL		1,156.80
65730	WA ASSOC OF SHERIFFS &	DUES/SUBSCRIPTIONS	PD	180.00
		WARRANT TOTAL		180.00
65731	WA CITY/COUNTY MGMT ASSOC.	TUITION/REGISTRATION	EXE	285.00
		WARRANT TOTAL		285.00
65732	WA ASSOC OF BUILDING OFF	MISC-DUES	INSP	35.00
		MISC-DUES	INSP	75.00
		WARRANT TOTAL		110.00
65733	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	4,069.80
		WARRANT TOTAL		4,069.80
65734	WA ST DEPT OF ECOLOGY	DOE NPDES PERMIT	SWTR	1,035.50
		WARRANT TOTAL		1,035.50
65735	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	90.00
		WARRANT TOTAL		90.00
65736	WA ST EMPLOYMENT SEC DEPT	MISCELLANEOUS	FIN	25.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	25.00
65737	WASHINGTON STATE BOARD	MISC-DUES/SUBSCRIPTIONS FIN	230.00
		WARRANT TOTAL	230.00
65738	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	6,741.45
		WARRANT TOTAL	6,741.45
65739	WSU URBAN IPM & PEST SAFE ED	MISC-TUITION/REGISTRATION CEM	100.00
		MISC-TUITION/REGISTRATION ST	100.00
		WARRANT TOTAL	200.00
65740	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	11,447.27
		WARRANT TOTAL	11,447.27
65741	WHATCOM COUNTY PARK & REC	RANGE FEES PD	5,064.67
		WARRANT TOTAL	5,064.67
65742	WOOD'S LOGGING SUPPLY INC	POSTAGE FD	9.69
		OPERATING SUPPLIES SAN	211.44
		OPERATING SUPPLIES SAN	12.95
		SMALL TOOLS & MINOR EQUIP SAN	24.83
		WARRANT TOTAL	258.91
65743	WOOD, DOUG	TRAVEL PD	40.57
		WARRANT TOTAL	40.57
65744	ARIGATO RESTAURANT	DUMPSTER DEPOSIT	119.20
		WARRANT TOTAL	119.20
		RUN TOTAL	411,696.20

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	42,104.92
101	PARK FUND	3,371.32
102	CEMETERY FUND	710.59
103	STREET FUND	10,704.25
104	ARTERIAL STREET FUND	46,734.20
105	LIBRARY FUND	2,276.10
108	STADIUM FUND	32.71
401	SEWER FUND	277,654.13
412	SOLID WASTE FUND	26,971.51
425	STORMWATER	1,123.96
501	EQUIPMENT REPLACEMENT FUND	12.51
TOTAL		411,696.20

DEPARTMENT	AMOUNT
001 000 000	6,741.45
001 000 011	118.99
001 000 012	705.44
001 000 013	618.55
001 000 014	1,778.70
001 000 015	177.38
001 000 017	37.27
001 000 018	3,937.28
001 000 019	380.92
001 000 020	853.58
001 000 021	13,369.96
001 000 022	13,206.65
001 000 024	178.75
FUND CURRENT EXPENSE FUND	42,104.92
101 000 076	3,371.32
FUND PARK FUND	3,371.32
102 000 036	710.59
FUND CEMETERY FUND	710.59
103 000 042	10,704.25
FUND STREET FUND	10,704.25
104 000 042	46,734.20
FUND ARTERIAL STREET FUND	46,734.20
105 000 072	2,276.10
FUND LIBRARY FUND	2,276.10
108 000 019	32.71
FUND STADIUM FUND	32.71
401 000 035	277,654.13
FUND SEWER FUND	277,654.13
412 000 000	119.20
412 000 037	26,852.31
FUND SOLID WASTE FUND	26,971.51
425 000 039	1,123.96
FUND STORMWATER	1,123.96
501 000 047	12.51
FUND EQUIPMENT REPLACEMENT FUND	12.51
TOTAL	411,696.20

FEB 11 2009

RESOLUTION NO. 789-09

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

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DESIGNATING
THE SKAGIT VALLEY HERALD AS THE OFFICIAL CITY NEWSPAPER

WHEREAS, the Courier-Times for many years has been a legal newspaper in Skagit County and the only weekly newspaper published and generally circulated throughout the City; and

WHEREAS, for years the City Council has considered the Courier-Times as the official City newspaper of this City and has published all notices, ordinances and other legal publications therein; and

WHEREAS, the Courier-Times was purchased by the owner of the Skagit Valley Herald and that owner has since shuttered the Courier's local office; and

WHEREAS, the owner of the Courier-Times has determined that legal notices will no longer be published in the Courier-Times and will instead be published in the Skagit Valley Herald; and

WHEREAS, the Skagit Valley Herald is a legal newspaper in Skagit County, published daily and circulated in Sedro-Woolley; and

WHEREAS, the City is unaware of any other newspaper that meets the requirements of RCW 65.16.020 and is therefore forced to use the Skagit Valley Herald to meet the requirements of RCW 35A.21.230;

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

Section 1. The Skagit Valley Herald is designated as the official City newspaper of the City of Sedro-Woolley, and the publication heretofore of all notices, ordinances and other publications required by law to be published in an official city newspaper is hereby ratified. All legal notices required to be published in the official newspaper

shall be published in the Skagit Valley Herald until such time as the City Council directs otherwise by resolution.

Section 2. Pursuant to and to satisfy the intent of RCW 35A.12.160, the City Council hereby directs that all notices that are not specifically required to be published in the official newspaper required under RCW 35A.21.230, shall be published instead on the City's website.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 11th day of February, 2009.

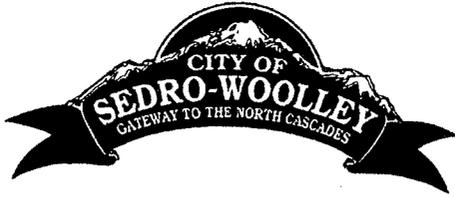
Mike Anderson, Mayor

Attest:

Patsy Nelson, Clerk/Treasurer

Approved as to form:

Eron Berg, City Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 11 2009

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

CITY OF SEDRO-WOOLLEY

Solid Waste & Fleet Division
315 Sterling Street
Sedro-Woolley, WA 98284
Phone (360) 855-1884
Fax (360) 855-9024
E-Mail ljacobs@ci.sedro-woolley.wa.us

Memorandum

DATE: Tuesday, December 23, 2008
TO: Eron Berg
FROM: Leo Jacobs, Solid Waste & Fleet Supervisor *LJ*
SUBJECT: APP purchase agreement

Eron,

It is time again to sign a purchase agreement for our fuel vendor, APP has 14 points to the agreement. Attached is a memo for APP so we can centralize the amount of paperwork we get from them. For instance, we got one of these agreements for every division for each supervisor to sign.

This request is for the Mayor to sign the main agreement and for the Fleet Division to be the contact for APP.

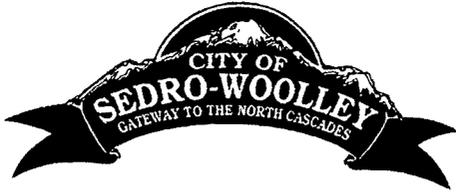
PURCHASE AGREEMENT

The parties hereby agree that all purchases made are subject to the following terms and conditions:

1. All amounts due for products and services purchased from APP are payable at 2320 Milwaukee Way, Tacoma, WA 98421.
2. The undersigned customer ("Customer") is liable to APP for all products purchased and received, whether or not Customer receives an invoice. All amounts due to APP are payable as stated on APP's invoice. Customer acknowledges APP's invoice may reflect a price variance between products purchased with cash, check, or electronic transfer and products purchased with a credit card.
3. In the event the account is turned over to an attorney or collection agency for collection, Customer will pay all reasonable attorneys' fees plus all attendant collection costs whether or not suit is commenced.
4. Customer will notify APP by certified mail of any pending change of ownership and further agrees to be liable for all purchases should Customer fail to comply with said notification. If a personal guarantee is or has been executed by more than one person then in such event the liabilities and obligations of Customer shall be joint and several, and singular words herein shall be read as if written in plural.
5. The products and/or services purchased from APP are not payable in installments, but payable in full per invoice. Customer agrees to accept liability for unauthorized use of any card issued Customer, and for any attorneys' fees incurred by APP in collecting unauthorized debts, even if the liabilities exceed the thresholds established in the federal law, 15 U.S.C. 1643.
6. Release of credit information: Customer authorizes APP to inquire into and obtain from any bank, lending institution, or credit reference, whether listed on Customer's credit application or not, any and all information relating to Customer's credit worthiness or financial condition.
7. All disputes that may arise out of the Agreement will be within the exclusive jurisdiction of and will be resolved under the laws of the State of Washington. Venue shall be in Pierce County, Washington.
8. Option to Waive: APP may, at its option, waive any of its requirements, or excuse Customer's non-compliance with any of its obligations. However, any such waiver or excuse shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent APP from declaring a breach or non-compliance by Customer, either of the same term or otherwise.
9. Returned goods will not be accepted without prior authorization. All returned goods are subject to a restocking fee.
10. All returned checks are subject to a \$35.00 fee.
11. If Customer is a business, the following shall apply: As an inducement for APP to issue network fuel access card(s), Customer acknowledges (1) that the cardlock network fueling access cards are being issued to a business for the limited purpose of activating cardlock network automated fueling dispensers for that business and recording the time, place, date, gallonage, and cost of the fuel dispensed so that the transaction can be completed by issuance of an invoice to Customer at a later, mutually agreed date; and (2) the process for issuing cardlock network fueling access cards is a process separate and distinct from the process of issuing credit to a business.
12. If network fueling access cards are issued to Customer the person signing this Purchase Agreement must designate on APP's FleetWide/CFN Card Requirements Form those persons who are authorized to add new cards, make changes to existing cards, access or change driver identification number information, or institute changes to cards via website access ("Authorized Persons"). Customer will be asked to provide a password to be used by all Authorized Persons. Customer is solely responsible for protecting its password and must notify Associated in writing executed by an officer of the company of any change in the password or in Authorized Persons.
13. If Customer's password or any network fueling access card issued to Customer is being misused or has been lost or stolen, Customer is responsible for all costs or losses arising from such misuse, loss, or theft and should immediately contact APP at the address above or at (253) 627-6179.
14. APP may terminate this Agreement or the rights granted hereunder upon oral or written notice to Customer, and may revoke card privileges for any reason at APP's sole discretion.

Name: _____ Title: _____ Date: _____

Signature: _____



CITY OF SEDRO-WOOLLEY

Solid Waste & Fleet Division
315 Sterling Street
Sedro-Woolley, WA 98284
Phone (360) 855-1884
Fax (360) 855-9024
E-Mail ljacobs@ci.sedro-woolley.wa.us

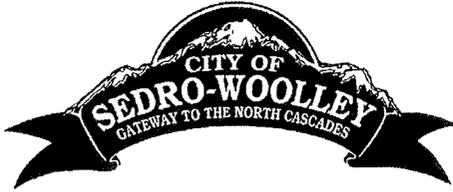
Memorandum

DATE: Tuesday, December 23, 2008
TO: APP ACCOUNTS
FROM: Leo Jacobs, Solid Waste & Fleet Supervisor *LJ*
SUBJECT: APP purchase agreement

To Whom It May Concern:

The City is centralizing the multiple accounts you provide to us into the Fleet division of the City of Sedro-Woolley.

We would appreciate future correspondence directed in care of Fleet Division (Leo Jacobs Supervisor)



**CITY COUNCIL AGENDA
REGULAR MEETING**

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

FEB 11 2009

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

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

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Final Acceptance – Phase 2 SR20 Sewer Improvements Project**
Strider Construction Inc.

DATE: February 2, 2009 (for Council review February 11, 2009)

ISSUE

Should Council approve final acceptance of the Phase 2 SR20 Sewer Improvements Project as constructed by Strider Construction Inc of Bellingham, WA?

BACKGROUND/DISCUSSION

The construction contract for the Phase 2 SR20 Sewer Improvements Project with Strider Construction, Inc. was executed on December 27, 2007. The work was started on January 22, 2008 and all contract work was completed and physical completion occurred on November 7, 2008. Work was accepted as complete on November 17, 2008.

The retention for this project has been held as required by the specifications and state law. Final release of the retention will be pending clearance from the Department of Labor & Industries, the Department of Revenue and Employment Security confirming correct wage and sales tax payments. The Notice of Completion of Public Works Contract has been sent to the Dept. of Revenue.

FINANCIAL

FUNDING AVAILABLE

Account No. 332.000.082.596.35.63.01 PWTF CN – SR 20 Sewer	\$ 2,501,000
TOTAL AVAILABLE FUNDING	\$ 2,501,000

ESTIMATED COST

Strider Construction, Inc. (incl. WSST)	\$ 1,998,887.11
PUD No. 1 (Water Services to Pump Stations)	\$ 18,100.00
Construction Engineering (R&E, CH2M Hill, Geotest, EST)	\$ 170,136.00
TOTAL ESTIMATED CONSTRUCTION COST	\$ 2,177,122.62

REMAINING BUDGET

\$ 323,877.38

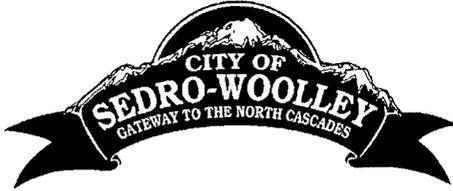
ANALYSIS

The original construction contract for this project totaled \$2,050,023.60. During the course of the work, nine change orders were issued, totaling \$55,454.13. Unit price quantities overall came in at \$172,044.76 under estimate, resulting in a final contract cost of \$1,988,887.11. This is a net 3.0% under the original contract amount.

The project was funded by the 2006 PWTF Construction Loan and Sewer Cumulative Reserve funds. Remaining funds will be reflected in reduction of the final PWTF loan.

MOTION:

Move final acceptance of the Phase 2 SR20 Sewer Improvements Project as constructed by Strider Construction Inc of Bellingham, WA.



CITY COUNCIL AGENDA
REGULAR MEETING

CITY OF SEDRO-WOOLLEY

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

FEB 11 2009

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

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

MEMO TO: City Council and Mayor Anderson
FROM: Mark A. Freiberger, PE
RE: **Proposed Change Order 2
SR-9 Township Trenchless Sanitary Sewer Project**
DATE: February 2, 2009 (for Council action February 11, 2009)

ISSUE:

Should Public Works Director Mark Freiberger execute the attached Change Order Proposal 2 to the Contract with Trenchless Construction Services for construction of the Township SR9 Trenchless Sanitary Sewer Project in the amount of \$34,235.98?

BACKGROUND/DISCUSSION:

This change order includes two parts. The first is a city requested change to lower three existing driveway culverts located in the east SR9 ditch line. This ditch requires culvert lowering to restore flow from Summer Meadows to Brickyard Creek, and to make the new culvert crossings previously installed under this contract for SR9 at Orth Way and at Dana Drive to accommodate the planned 2010 SR9/Township Sidewalk Project drainage requirements. This work is being done under this contract to take advantage of traffic control and to avoid the need to cross SR9 during the 2010 construction. Seven additional working days are included in the change. The estimated total for this work is \$25,339.20, and will be funded by REET funds set aside in the Budget for the SR9/Township Sidewalk Project. The previously completed crossing work was done on force account and totaled \$17,460.71. The total for work done in preparation for the Township Sidewalk project is \$42,799.91.

The second change is due to differing site conditions encountered near the Summer Meadows/SR9 intersection. The existing 12" storm line installed during development of the Summer meadows project that parallels SR9 and discharges to Brickyard Creek is located near the planned new sewer line. The line was not located on the plans or by city locate staff, and it is a privately maintained line. During excavation of the jacking pit at Station 173+77 (near Cultus Mountain Drive) the existing pipe was exposed, and several joints failed and flooded the contractor's excavation, delaying the work for several days and causing lost time. The cause of the leakage was defective joints on the existing pipe system that required replacement of a section of the existing line. The change is for the lost time and replacement of the existing storm drain. Two additional working days are included in the change. The total for estimated bid item revision and completed force account work is \$8,896.78.

The total for both items is \$34,235.98.

FINANCIAL:

The 2008 Budget included PWTF Sewer Construction Funds, which is funded by the 2008 PWTF Construction Loan (85%) and Sewer Cumulative Reserve Fund (15%). Below are the budget funds available at bid, including a 5% contingency, and current estimated costs for the project. Construction engineering is not included.

REVENUE

PWTF 2008 Sewer Construction Loan 85%	\$3,160,392
Sewer Cumulative Reserve Match Funds 15%	\$ 557,716
PUD 1 Water Main Funds	\$ 103,119
REET funds for SR9 Sidewalk Storm Work	\$ 50,000
Subtotal 2008 CN Funds	\$3,871,227

ESTIMATED EXPENDITURES - CONSTRUCTION COSTS

Construction Contract, Trenchless	\$3,388,675
Previous Change Order 1(PUD Water)	\$ 57,391
This Change Order 2	\$ 34,236
Total Contract	\$3,480,302
Construction Engineering	\$ 160,000
Total Construction	\$3,640,302
Remaining Budget	\$ 230,925

ANALYSIS:

Through this proposed change, the project maintains a budget surplus of \$240,796. The original contract includes \$80,000 for force account activities for minor changes; of this budget, \$66,100 has been paid to date, including \$17,461 for previous work for the storm drain crossings of SR9 to be paid under REET.

We do anticipate substantial overages on traffic control and CDF backfill items for the project, which could add up to \$100,000. In addition, we have the outstanding issue of the pipe replacement near Rite Aid, total cost approx. \$75,000. Overall, including these potential impacts, the project appears to remain within budget. These items will be addressed in a subsequent memorandum or report to council.

CONCLUSION:

Staff recommends approval of Change Order 2 in the amount of \$34,235.98.

MOTION:

Move to authorize Public Works Director Mark Freiberger to execute the attached Change Order Proposal 2 to the Contract with Trenchless Construction Services for construction of the Township SR9 Trenchless Sanitary Sewer Project in the amount of \$34,235.98.



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

CHANGE ORDER PROPOSAL #2

DATE: January 22, 2009

PROJECT: Township SR 9 Trenchless Sanitary Sewer Improvements
 OWNER: City of Sedro-Woolley
 CONTRACTOR: Trenchless Construction Services

Description:
 This change order shall provide additional working days to install driveway culverts and to provide credit for project delays. The Contractor is provided 7 additional working days to perform the work shown in the attached plans. The City will provide the Contractor with pipe, all other required material will be invoiced. Labor and equipment will be paid through Force Account. The Contractor is provided 2 additional working days due to the unlocated storm sewer that was in conflict with the location of the backing pit at the SR9 and Summer Meadows intersection. The Contractor shall coordinate the culvert work with work with Skagit County Engineering department. All work shall be performed in accordance with the Contract Documents.

The cost shown below shall be full compensation for the items as indicated in summary above and shall be considered full payment for all materials, labor and equipment for the work.

Bid Item	Description	Unit	Unit Price	Quantity	Increase	Decrease
Culvert Replacement						
4	Flaggers and Spotters (1-10)	Hour	\$46.65	71	\$3,312.15	
5	Other Traffic Control Labor (1-10)	Hour	\$46.65	13	\$606.45	
6	Project Temporary Traffic Control (1-10)	Lump Sum	\$450.00	1	\$450.00	
17	Crushed Surfacing Top Course	Tons	\$27.80	2	\$55.60	
18	Commercial HMA	Tons	\$115.00	5	\$575.00	
60	Repair public and private facilities (Driveway Culverts)	Calc.	\$20,340.00		\$20,340.00	
					\$25,239.20	

Bid Item	Description	Unit	Unit Price	Quantity	Increase	Decrease
Unlocated Storm Conflict						
4	Flaggers and Spotters (1-10)	Hour	\$46.65	67	\$3,125.55	
5	Other Traffic Control Labor (1-10)	Hour	\$46.65	13	\$606.45	
6	Project Temporary Traffic Control (1-10)	Lump Sum	\$400.00	1	\$400.00	
46	ESC Lead	Day	\$85.90	2	\$177.80	
48	Street Cleaning	Hour	\$112.00	2	\$224.00	
60	Repair public and private facilities (F&A 12" storm repair)	Calc.	\$4,362.98		\$4,362.98	
					\$8,896.78	

Proposed Change Order Amount:	\$34,235.98
Original Contract Amount:	\$3,388,674.71
Previous Change Orders:	\$57,890.62
New Total Contract Amount:	\$3,480,801.31

Working Days (Culvert Replacement)	7
Working Days (Unlocated Storm Conflict)	2
Total Working Days	9

Approved By:



Project Engineer:
Jim Hobbs

Date: 1/27/09

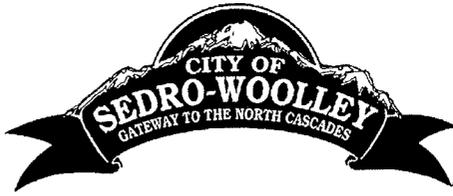
City of Sedro-Woolley
Mark Freiburger, PE, Director of Public Works/City Engineer

Date:



Trenchless Construction Services

Date: 1/27/09



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 11 2009

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

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

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

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Amendment 1 to the
Professional Services Agreement for Construction Services
Reichhardt & Ebe Engineering, Inc.**
SR9/Township Trenchless Sanitary Sewer Improvements Project

DATE: February 2, 2009 (for Council action February 11, 2009)

ISSUE

Should Mayor Anderson execute the attached Amendment 1 to the agreement with Reichhardt & Ebe Engineering, Inc. to provide construction engineering services for the SR9/Township Trenchless Sanitary Sewer Improvements Project in the amount of \$22,500?

BACKGROUND/DISCUSSION

Work is continuing on the SR9/Township Trenchless Sanitary Sewer Improvements Project. Change Orders 1 and 2 have been issued, adding several additional work items to the contract, and extending the contract completion date as noted in the attached amendment. These additional items were performed at the request of the city, and require additional construction engineering budget as a result.

Attached is Amendment 1 to the R&E agreement further outlining the scope revisions and summarizing the estimated costs for this work.

FINANCIAL

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

REVENUE

PWTF 2008 Sewer Construction Loan 85%	\$3,160,392
Sewer Cumulative Reserve Match Funds 15%	\$ 557,716
PUD 1 Water Main Funds	\$ 103,119
REET funds for SR9 Sidewalk Storm Work	\$ 50,000
Subtotal 2008 CN Funds	\$3,871,227

ESTIMATED EXPENDITURES - CONSTRUCTION COSTS

Construction Contract, Trenchless	\$3,388,675
Previous Change Order 1(PUD Water)	\$ 57,391
Change Order 2	\$ 34,236
Total Contract	\$3,480,302

Construction Engineering

R&E Contract	\$ 143,990.24
Amendment 1	\$ 22,500.00
Total Updated CE	\$ 166,490.24

Remaining Budget \$ 224,435

ANALYSIS

The original budget for this project included a 10% contingency on the construction management services. With the proposed change, the budget will need to be increased to \$166,490.24, a change of \$6,490.24. Sufficient funds are available for this revision.

As noted in a separate memorandum regarding the Trenchless Construction contract Change Order 2 dated February 2, 2009, we anticipate additional construction costs that will impact the budget. Overall, including these potential impacts, the project appears to remain within budget.

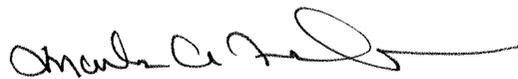
CONCLUSION:

Staff recommends approval of Amendment 1 in the amount of \$22,500.

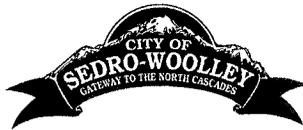
MOTION:

Move to authorize Mayor Anderson execute the attached Amendment 1 to the agreement with Reichhardt & Ebe Engineering, Inc. to provide construction engineering services for the SR9/Township Trenchless Sanitary Sewer Improvements Project in the amount of \$22,500.

Respectfully submitted,



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



AMENDMENT NO. 1

To the ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2008-PS-07
Dated July 10, 2008
Between The City of Sedro-Woolley, Washington
And Reichhardt & Ebe Engineering, Inc.

This Amendment revises the above contract as follows:

1. Scope of Services.

a. Provide additional Construction Engineering services related to the construction contract for the SR9/Township Sewer Project as described in Attachment A.

2. Compensation and Schedule of Payments.

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

b. Cost for work under this Amendment not to exceed **\$22,500.00** without prior approval of the Director of Public Works/City Engineer.

c. Total cost for the Agreement through Amendment 1 not to exceed **\$166,490.24** without prior approval of the Director of Public Works/City Engineer.

DATED this _____ day of _____, 2009.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

By: _____

REICHHARDT & EBE ENGINEERING, INC.
CONSULTING ENGINEERS

813 Metcalf Street | Sedro-Woolley, WA 98284 | Telephone 360-855-1713 | Fax: 360-855-1164

January 21, 2009

City of Sedro-Woolley
Mr. Mark Freiberger, PE
Director of Public Works/City Engineer
325 Metcalf Street
Sedro-Woolley, WA 98284

Subject: SR 9/Township Trenchless Sanitary Sewer Improvement Projects
supplement request for Reichhardt & Ebe On-Call Professional Services
Agreement No. 2008-PS-07

Dear Mr. Freiberger,

As you are aware, there have been several changes in the scope of our construction management and inspection agreement for the above-mentioned project. As the changes occurred, Reichhardt & Ebe has readily performed the work requested while attempting to maintain the original budget of the original agreement. We are nearing the end of the project and we are anticipating exceeding the original budget.

Below, I have summarized the changes that have impacted the original budget:

- a. City requested Skagit County PUD No. 1 change order
- b. City requested Maddox redesign, contaminated soils, re-staking
- c. City requested Skagit County sidewalk and storm water changes
- d. City requested Defective pipe analysis and associated work
- e. City requested sanitary side sewer at 210 Township St.
- f. City requested driveway culvert crossings
- g. City approved (9) additional working days inspection

The additional costs for these changes amount to an increase of \$22,500.00. Per Section 10 of On-Call Professional Services Agreement No. 2008-PS-07, we are requesting an amendment to this agreement which will cover the costs of the additional City requested work. Approval of this amendment request would increase the not to exceed cost of Section 3, Compensation and Schedule Payments, from \$143,990.24 to \$166,490.24. A copy of On-Call Professional Services Agreement No. 2008-PS-07 has been enclosed for your review.

If you agree to this supplement, please sign both original documents in the areas provided. Please retain one original for your file and return one executed original to my office.

Please contact me with any question or if you require additional information.

Respectfully,



James L. Hobbs, Jr. PE
Reichhardt & Ebe Engineering

Mark Freiberger, PE
Director of Public Works/City Engineer
City of Sedro-Woolley

Cc: file



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

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

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

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Compensation and Schedule of Payments.

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

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

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

4. Ownership of Records and Documents.

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

5. Termination.

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

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

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

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

6. Evaluation and Compliance with the Law.

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

7. City Business and Occupation License.

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

8. Liability and Hold Harmless.

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

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

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

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

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

10. Amendments.

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

11. Scope of Agreement.

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

12. Ratification.

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

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

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

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

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

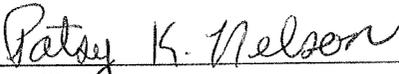
17. MRSC Roster Registration. The Contractor shall register or maintain registration on the MRSC Consultant Roster.

DATED this 10th day of July, 2008.

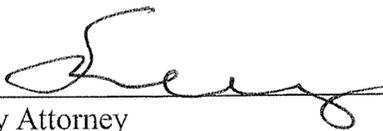
CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: 
Mayor

Attest:

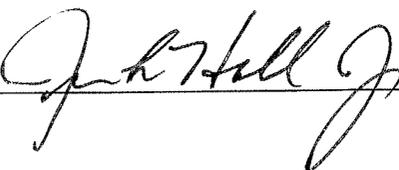

City Clerk

Approved as to Form:


City Attorney

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

By: 

Reichhardt & Ebe Engineering, Inc.
Consulting Engineers

813 Metcalf Street
Sedro-Woolley, WA 98284

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

June 27, 2008

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

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

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

Dear Mr. Freiberger:

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

Attached are the following documents for your review:

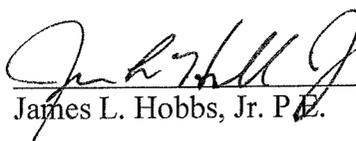
- Exhibit A, Scope of Work
- Exhibit B, Man Hour Estimate, \$143,990.24

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

Respectfully,

Reichhardt & Ebe Engineering, Inc.

City of Sedro-Woolley


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

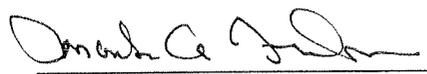

Mark Freiberger, City Engineer 7/11/08
Date

EXHIBIT A

SCOPE OF WORK REICHHARDT & EBE

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

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

SR-9 Township Trenchless Sanitary Sewer Improvement Project

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

I. BACKGROUND

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

II. PROJECT DESCRIPTION

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

TASK 1.0 – PROJECT MANAGEMENT/ADMINISTRATION

1. SPECIFIC ACTIVITIES

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

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

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

2. PRODUCTS

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

TASK 2.0 – CONSTRUCTION MANAGEMENT/INSPECTION

1. SPECIFIC ACTIVITIES

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

- ◆ Coordination and communication with Agency

2. PRODUCTS

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

TASK 3.0 – INSPECTION SERVICES

1. SPECIFIC ACTIVITIES

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

2. PRODUCTS

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

TASK 4 – CONSTRUCTION SURVEYING

1. SPECIFIC ACTIVITIES

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

2. PRODUCTS

- ◆ Cut sheets
- ◆ As-built point data

TASK 5 – TESTING SERVICES

1. SPECIFIC ACTIVITIES

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

2. PRODUCTS

- ◆ Written test results for all tests conducted.

TASK 6.0 – PROJECT CLOSEOUT

1. SPECIFIC ACTIVITIES

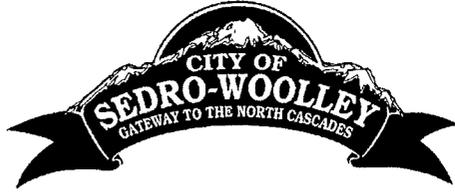
- ◆ Conduct final inspection with the CITY and Contractor to establish final punch list.
- ◆ Monitor and verify completion of punch list items and issue substantial completion to Contractor.
- ◆ Conduct field survey for as-built mapping
- ◆ Prepare Certified As-Built Maps
- ◆ Verify submittal of specified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

2. PRODUCTS

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

Item	Description	Prime Consultant										Sub Consultant Mill Creek Management	Sub Consultant Lisser & Assoc. Surveying	Sub Consultant Geo Engineers Materials Testing	
		Principal	Project Manager	Project Engineer	Field Inspector	Administrative	CADD	Project Engineer	Field Inspector	Administrative	CADD				
1.0 Construction Contract Administration and Inspection															
1.1	Preconstruction Meeting	0	3	4	2	1	0	0	0	0	0	0	0	0	0
1.2	Review Submittals	0	10	60	0	120	0	0	0	0	0	0	0	0	0
1.3	Process Requests for information	0	8	20	0	16	0	0	0	0	0	0	0	0	0
1.4	Construction Staking	0	5	10	6	2	10	0	0	0	0	0	0	\$16,000.00	0
1.5	Weekly construction meetings	0	10	20	15	30	0	0	0	0	0	0	0	0	0
1.6	Inspection	0	13	52	350	35	0	0	0	0	0	0	0	0	0
1.7	Special Inspection	0	6	13	26	18	0	0	0	0	0	0	0	0	\$6,800
1.8	Response to public concerns and complaints	0	8	15	26	0	0	0	0	0	0	0	0	0	0
1.9	Preparation of Pay Estimates	0	5	20	15	15	0	0	0	0	0	0	0	0	0
1.1	Claims Assistance	4	15	30	24	5	0	0	0	0	0	0	0	0	0
1.11	Coordinate with Client Staff	4	8	20	8	15	0	0	0	0	0	0	0	0	0
1.12	Coordinate with Consultant Staff	8	13	26	15	26	4	0	0	0	0	0	0	0	0
1.13	Project Close-out	0	12	35	24	30	4	0	0	0	0	0	0	0	0
1.14	As-built Drawings	0	2	4	4	2	16	0	0	0	0	0	0	0	0
	SUBTOTAL	12	118	329	515	315	34	0	0	0	0	0	0	\$16,000.00	\$6,800.00
	Billing Rates	\$123.11	\$100.47	\$77.83	\$77.83	\$41.04	\$66.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL	\$1,477.32	\$11,855.46	\$25,606.07	\$40,082.45	\$12,927.60	\$2,261.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00	\$6,800.00

TOTAL \$143,990.24



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

FEB 11 2009

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 35

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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Bid Award
2009 - 2010 Sanitary Sewer Lift Station
Backup Generator Maintenance
Legacy Telecommunications Inc.**

DATE: February 5, 2009 (for Council action February 11, 2008)

ISSUE:

Shall council move to award the 2009 – 2010 Sanitary Sewer Lift Station Backup Generator Maintenance contract to Legacy Telecommunication Inc. dba Legacy Power Systems of Burley, WA in the amount of \$25,088.40 (including sales tax)?

BACKGROUND:

On January 22, 2009, bids closed for the 2009 – 2010 Sanitary Sewer Lift Station Backup Generator Maintenance contract. Eight bids were received for the project. The Bid Tabulation prepared by Sedro-Woolley Public Works is attached.

DISCUSSION:

This contract will provide quarterly preventative maintenance scheduled for the months of February, May and November for the city's nine sewer lift station backup generators. Annual maintenance shall be scheduled for August. Detailed maintenance reports will be left at the Wastewater Treatment Plant following each service. The contract will be for service performed during the calendar years 2009 and 2010.

Bids closed on January 22, 2009 under the city's Small Works Roster process for a two year generator maintenance contract. Eight bids were received. The low bidder is Legacy Telecommunications Inc. of Burley, WA with a bid of \$12,544.20 per year, and \$25,088.40 total for two years (including sales tax). The first 3 bids were within an 8.6% range.

A Statement of Qualifications has been submitted and reviewed, and references checked.

FINANCIAL:

Funds for this project are available from the Account 401 Equipment Maintenance and Repair item, with a total budget of \$28,000. The 2009 cost for the work is \$12,544.20.

ANALYSIS:

Sufficient funds are available in the budget to award this contract.

CONCLUSION:

It is Staff's recommendation that Council award the 2009 – 2010 Sanitary Sewer Lift Station Backup Generator Maintenance contract to Legacy Telecommunication Inc. dba Legacy Power Systems of Burley, WA in the amount of \$25,088.40 (including sales tax).

MOTION:

Move to award the 2009 – 2010 Sanitary Sewer Lift Station Backup Generator Maintenance contract to Legacy Telecommunication Inc. dba Legacy Power Systems of Burley, WA in the amount of \$25,088.40 (including sales tax).



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

City of Sedro-Woolley
2009 - 10 Sanitary Sewer Lift Station Backup Generator Maintenance
BID SUMMARY - Final 01/29/2009

BID OPENING: January 22, 2009, 4:00PM

Recorded by: Julie Rosario, PW Assistant

	COMPANY NAME	ONE YEAR BID AMOUNT	TOTAL TWO YEAR BID AMOUNT
1	Legacy Telecommunications Inc Dba Legacy Power Systems / Burley, WA	\$12,544.20	\$25,088.40
2	Generator Services NW LLC / Lynnwood, WA		\$25,824.00
3	Cummins Northwest LLC / Renton, WA		\$27,256.75
4	Pacific Power Generation / Kent, WA	\$16,845.00	\$33,690.00
5	Pape Machinery /	\$18,148.16	\$36,440.69
6	D Square Energy Service / North Bend, WA		\$36,630.78
7	WestCoast Generator Service Inc. / SeaTac, WA		\$98,647.53
8	Rhema Electric LLC / Mount Vernon, WA		\$131,437.00

FEB 11 2009

RESOLUTION NO.

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

**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>Plate No.</u>
n/a	1980	Vactor	n/a	n/a

Section 2. The Mayor is directed to sell or trade-in the surplus property for additional property or 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 11th day of February, 2009.

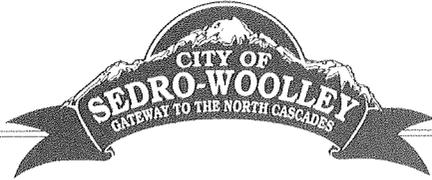
Mike Anderson, Mayor

Attest:

Patsy Nelson, Clerk/Treasurer

Approved as to form:

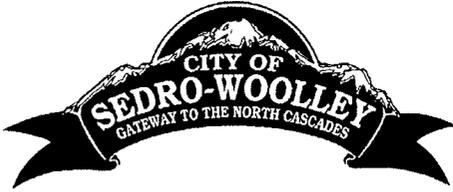
Eron Berg, City Attorney



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

NEW
BUSINESS



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

FEB 11 2009

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

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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Bid Award**
SR 20/F&S Grade Road and Skagit Industrial Park
Roadway Improvements Project
Interwest Construction, Inc.

DATE: February 2, 2009 (for Council action February 11, 2008)

ISSUE:

Shall council move to award the SR 20/F&S Grade Road and Skagit Industrial Park Roadway Improvements Project to Interwest Construction, Inc. of Burlington, WA in the amount of \$1,419,018.95 (including sales tax)?

BACKGROUND:

On January 21, 2009, bids closed for the SR 20/F&S Grade Road and Skagit Industrial Park Roadway Improvements Project. Twenty-one bids were received for the project. The Bid Tabulation prepared by Sedro-Woolley Public Works is attached.

DISCUSSION:

This project is the culmination of many years work by the city, Pat Rimmer and Skagit Industrial Park to construct a new intersection to serve both the Industrial Park and the 22 acre Rimmer Binding Site Plan area north of SR20.

The low bidder is Interwest Construction, Inc. of Burlington, WA with a bid of \$1,419,018.95 (including sales tax), which is 30.7% under the Engineer's Estimate. The initial apparent low bid from Plats Plus Inc and the initial third bid from Precision Earthworks were declared non-responsive due to failure to meet the federal Disadvantaged Business Enterprise requirements for the project as required by federal regulations. The initial second bid from Ebanal General Inc was found to contain math extension errors that lead to this bid moving from second position to 13th. Interwest Construction's bid was initially in fourth position, but after the rejection of Plats Plus and Precision and correction of Ebanal's bid became the apparent low bidder. Interwest Construction's bid also included a minor math error, amounting to a reduction in the bid total of \$29.84. All of the bids received were under the engineer's estimate of \$2,048,959.82, with the lowest five bids all within 5% of one another. Interwest's bid and required documentation have been reviewed for completeness, and other than the corrected math error, the bid was found to be complete and responsive.

Attached is the recommendation to award from the design engineer, David Evans & Associates. DEA has worked with Interwest on prior projects, including the recently completed Skagit Valley Hospital project.

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 104.000.042.595.63.63.00 Constr Skagit Project	\$2,369,000
Account 401.000.035.596.35.63.00 New Sewer Lines	\$ 27,000
Account XXX PUD Water Lines Interlocal	\$ 121,000
Subtotal	\$2,517,000

ESTIMATED EXPENDITURES - CONSTRUCTION COSTS

Construction Contract, Interwest Construction, Inc.	\$1,419,019
Contingency, 5%	\$ 71,000
Construction Engineering, budget (16.8%)	\$ 250,000
Misc CN (Street Lights, Misc)	\$ 143,309
Total, rounded	\$1,883,309

Balance \$ 633,691

ANALYSIS:

Sufficient funds are available to award, including a 5% construction contingency and a budget for construction engineering. The construction engineering contract has not been awarded, but we anticipate using the design engineer, David Evans & Associates, Inc. for this purpose. The CE budget is higher than usual due to the complex nature of this project. PUD will provide funding for the water work through an Interlocal agreement. Remaining project funds will be reallocated to other projects if appropriate (not all are city funds).

CONCLUSION:

It is Staff's recommendation that Council award the SR 20/F&S Grade Road and Skagit Industrial Park Roadway Improvements Project to Interwest Construction, Inc. of Burlington, WA in the amount of \$1,419,018.95 (including sales tax).

MOTION:

Move to award the SR 20/F&S Grade Road and Skagit Industrial Park Roadway Improvements Project to Interwest Construction, Inc. of Burlington, WA in the amount of \$1,419,018.95 (including sales tax).



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



DAVID EVANS
AND ASSOCIATES INC.

January 30, 2009

Mr. Mark Freiberger, P.E.
Public Works Director/City Engineer
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

**SUBJECT: SR 20/F&S GRADE ROAD AND SKAGIT INDUSTRIAL PARK ROADWAY
IMPROVEMENT PROJECT
AWARD RECOMMENDATION**

Dear Mr. Freiberger:

David Evans and Associates, Inc. (DEA) recommends awarding the SR 20/F&S Grade Road and Skagit Industrial Park Roadway Improvement Project (CIP Project Number S1, Federal Aid No. REV-0020(117)) to Interwest Construction, Inc. as the lowest responsible and responsive bidder in the amount of \$1,419,018.95.

DEA, along with the City, has reviewed the 21 bid proposals submitted for the project (see the attached Final Bid List Summary). The original apparent low (Plats Plus, Inc.) and third low bidder (Precision Earthworks, Inc.) were determined to be non-responsive in meeting the Disadvantaged Business Enterprise (DBE) certification goal of 12 percent and were thereby removed from consideration. The original number 2 low bidder (Ebenal General, Inc.) had a mathematical error in their bid proposal that upon correction placed them as the number 11 low bidder. Therefore, with these corrections, Interwest Construction, Inc. became the apparent low bidder. Upon review of Interwest Construction, Inc.'s bid proposal and Statement of Bidders' Qualifications, including reference checks (see attached), it was determined that they were the lowest responsible and responsive bidder, pursuant to the requirements of Section 1-03.2 of the Contract Special Provisions

Thank you and DEA looks forward to working with the City and Interwest Construction, Inc. in making this a successful project for all. Please call if you have any questions.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Scott Soiseth, P.E.
Project Manager
David Evans and Associates, Inc.

Attachments: Final Bid List Summary
Bidder Reference Check Form – Becky Darden, Port of Anacortes
Bidder Reference Check Form – Fritz Anthony, City of Bellingham
Bidder Reference Check Form – John Smith, DEA Everett Office

City of Sedro-Woolley
 SR-20 / F&S Grade Road and Skagit Industrial Park
 Roadway Improvements

Bid Summary - FINAL - UPDATED 1/28/09
January 21, 2009, 2 pm

Recorded by: Mark A. Freiburger, PE

POSITION	CONTRACTOR/ADDRESS	BID BOND INCLUDED?	ADDENDUMS 1 & 2 NOTED?	TOTAL BID AMOUNT INC WEST
NON-RESPONSIVE	Plats Plus Inc / Marysville, WA	YES	YES	1,329,709.48
NON-RESPONSIVE	Precision Earthworks / Mukilteo, WA	YES	YES	1,386,033.66
1	Interwest Construction Inc / Burlington, WA	YES	YES	1,418,018.95
2	G.G. Excavation / Anacortes, WA	YES	YES	1,433,611.64
3	Strider Construction Inc / Bellingham, WA	YES	YES	1,436,514.04
4	Grade Inc / Woodinville, WA	YES	YES	1,450,291.33
5	SRV Construction Co Inc / Oak Harbor, WA	YES	YES	1,478,520.46
6	Colecurcio Brothers / Blaine, WA	YES	YES	1,499,068.72
7	Callen Construction Co Inc / Ferndale, WA	YES	YES	1,540,240.84
8	Northwest Construction Inc / Bellevue, WA	YES	YES	1,589,760.06
9	Marshbank Construction Inc / Lake Stevens, WA	YES	YES	1,614,762.55
10	Ram Construction / Bellingham, WA	YES	YES	1,622,265.48
11	Ebanal General Inc / Bellingham, WA	YES	YES	1,655,102.66
12	Friberg Construction Co Inc / Ferndale, WA	YES	YES	1,661,486.72
13	Granite Northwest Inc / Bellingham, WA	YES	YES	1,666,782.88
14	BDZ Construction / Everett, WA	YES	YES	1,670,933.70
15	Trico Contracting Inc / Burlington, WA	YES	YES	1,678,753.88
16	Tiger Construction Ltd / Everson, WA	YES	YES	1,794,608.22
17	Boss Construction Inc / Bellingham, WA	YES	YES	1,879,826.90
18	Thomco Construction Inc / Lake Stevens, WA	YES	YES	1,881,076.55
19	Dennis R. Craig Construction / Redmond, WA	YES	YES	1,987,201.35
	ENGINEER'S ESTIMATE (inc WSST)			2,048,959.82

City of Sedro-Woolley
SR-20 F&S Grade Road and Skagit Industrial Park
Roadway Improvements

Bid Tabulation - FINAL
Bid Date: 1/21/2009

By: Mark A. Freiburger, PE, 412709

ITEM NO.	SPEC. SECTION	ITEM	ENGINEER'S ESTIMATE			NOT RESPONSIVE			NOT RESPONSIVE			LOW BID AFTER REVIEW			UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID
			TOTAL QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE						
Preparation																				
1	1-04	Minor Changes																		
2	1-07	Spill Prevention, Control and Countermeasures (SPCC) Plan	0	5,000.00	5,000.00	LS	343.00	500.00	1,000.00	1,000.00	1,000.00	LS	650.00	650.00	650.00	LS	650.00	650.00	650.00	650.00
3	1-07	Permitting	1	1,000.00	1,000.00	EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	EST	10,000.00	10,000.00	10,000.00	EST	10,000.00	10,000.00	10,000.00	10,000.00
4	1-09	Mobilization	1	150,000.00	150,000.00	LS	54,540.00	54,540.00	54,540.00	54,540.00	54,540.00	LS	91,681.70	91,681.70	91,681.70	LS	91,681.70	91,681.70	91,681.70	91,681.70
5	1-10	Flags and Spotters	30	76,800.00	2,304,000.00	LS	57,600.00	106,560.00	32,000.00	106,560.00	32,000.00	LS	76,800.00	2,304,000.00	76,800.00	32,000.00	106,560.00	32,000.00	106,560.00	32,000.00
6	1-10	Temporary Traffic Control Devices	30	100,000.00	3,000,000.00	LS	33,000.00	330,000.00	33,000.00	330,000.00	33,000.00	LS	33,000.00	330,000.00	33,000.00	330,000.00	33,000.00	330,000.00	33,000.00	330,000.00
7	2-01	Clearing and Grubbing	1	10,000.00	10,000.00	LS	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00	LS	9,500.00	9,500.00	9,500.00	LS	9,500.00	9,500.00	9,500.00	9,500.00
8	2-02	Removal of Structures and Obstruction	5	1,000.00	5,000.00	LS	1,275.00	6,375.00	1,275.00	6,375.00	1,275.00	LS	33,370.00	166,850.00	1,275.00	6,375.00	1,275.00	6,375.00	1,275.00	6,375.00
9	2-02	Removing Drainage Structure	5	1,000.00	5,000.00	LS	1,275.00	6,375.00	1,275.00	6,375.00	1,275.00	LS	33,370.00	166,850.00	1,275.00	6,375.00	1,275.00	6,375.00	1,275.00	6,375.00
10	2-02	Removing Drainage Pipe	204	10.00	2,040.00	LS	1,225.00	249,000.00	1,225.00	249,000.00	1,225.00	LS	1,632.00	332,920.00	1,225.00	249,000.00	1,225.00	249,000.00	1,225.00	249,000.00
Grading																				
11	2-03	Roadway Excavation Incl. Haul	2,820	23.00	64,860.00	LS	33,840.00	68,880.00	33,840.00	68,880.00	33,840.00	LS	20,893.00	58,776.00	33,840.00	720.00	24,216.00	33,840.00	720.00	24,216.00
12	2-03	Unstable Foundation Excavation Incl. Haul	355	25.00	8,875.00	LS	5,715.00	14,590.00	5,715.00	14,590.00	5,715.00	LS	12,985.00	4,612.50	5,715.00	14,590.00	5,715.00	14,590.00	5,715.00	14,590.00
13	2-03	Gravel Borrow Incl. Haul	810	25.00	20,250.00	LS	12,150.00	20,250.00	12,150.00	20,250.00	12,150.00	LS	1,340.00	1,072.50	12,150.00	1,340.00	1,072.50	12,150.00	1,340.00	1,072.50
14	2-09	Shoring or Extra Excavation Class B	LS	LS	5,560.00	LS	2,400.00	5,560.00	2,400.00	5,560.00	2,400.00	LS	5,835.00	5,835.00	2,400.00	5,560.00	2,400.00	5,560.00	2,400.00	
15	2-09	Controlled Density Fill	50	150.00	7,500.00	LS	7,250.00	3,625.00	7,250.00	3,625.00	7,250.00	LS	6,835.00	3,417.50	7,250.00	3,625.00	7,250.00	3,625.00	7,250.00	3,625.00
16	2-10	Pit Excavation Incl. Haul	30	35.00	1,050.00	LS	650.00	2,050.00	650.00	2,050.00	650.00	LS	1,695.00	5,085.00	650.00	2,050.00	650.00	2,050.00	650.00	
17	2-10	Ditch Excavation Incl. Haul	3,265	23.00	75,095.00	LS	32,650.00	75,095.00	32,650.00	75,095.00	32,650.00	LS	57,137.50	75,095.00	32,650.00	75,095.00	32,650.00	75,095.00	32,650.00	75,095.00
18	2-11	Trimming and Cleanup	10,000.00	LS	2,000.00	LS	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	LS	1,900.00	19,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
19	2-11	Crushed Gravel Base Course	TON	2,770	24.00	66,480.00	LS	54,015.00	118,495.00	54,015.00	118,495.00	LS	43,485.00	118,495.00	54,015.00	118,495.00	54,015.00	118,495.00	54,015.00	118,495.00
20	4-04	Crushed Structural Top Course	TON	240	35.00	8,400.00	LS	10,800.00	23,400.00	10,800.00	23,400.00	LS	5,615.00	13,476.00	10,800.00	23,400.00	10,800.00	23,400.00	10,800.00	23,400.00
Pavement																				
21	5-04	HMA CL 1/2 in PG 64-22	TON	2,650	100.00	265,000.00	LS	219,950.00	584,950.00	219,950.00	584,950.00	LS	266,785.00	706,735.00	219,950.00	584,950.00	219,950.00	584,950.00	219,950.00	584,950.00
22	5-04	Commercial HMA	TON	30	120.00	3,600.00	LS	5,400.00	3,600.00	5,400.00	3,600.00	LS	3,352.50	1,005.00	5,400.00	3,352.50	1,005.00	5,400.00	3,352.50	1,005.00
23	5-04	Asphalt Cost Price Adjustment	CALC	EST	4,650.00	EST	4,650.00	4,650.00	4,650.00	4,650.00	EST	4,650.00	4,650.00	4,650.00	4,650.00	EST	4,650.00	4,650.00	4,650.00	
24	5-05	Patterned Color Concrete (4" Splitter Islands)	SY	435	90.00	39,150.00	LS	26,100.00	39,150.00	26,100.00	39,150.00	LS	26,200.75	39,150.00	26,100.00	39,150.00	26,100.00	39,150.00	26,100.00	39,150.00
25	5-05	Patterned Color Concrete (6" Truck Aeron)	SY	730	110.00	80,300.00	LS	61,320.00	80,300.00	61,320.00	80,300.00	LS	81,977.00	80,300.00	61,320.00	80,300.00	61,320.00	80,300.00	61,320.00	80,300.00
Drainage & Sanitary Sewer																				
26	7-04	Schedule A Storm Sewer Pipe 12 in. Diam.	LF	746	55.00	41,030.00	LS	20,142.00	41,030.00	20,142.00	41,030.00	LS	20,142.00	41,030.00	20,142.00	41,030.00	20,142.00	41,030.00	20,142.00	41,030.00
27	7-04	Schedule A Storm Sewer Pipe 18 in. Diam.	LF	31	95.00	2,945.00	LS	2,315.00	2,945.00	2,315.00	2,945.00	LS	19,892.25	2,945.00	2,315.00	2,945.00	2,315.00	2,945.00	2,315.00	2,945.00
28	7-04	Ductile Iron Storm Sewer Pipe 18 in. Diam.	LF	824	110.00	90,640.00	LS	4,750.00	90,640.00	4,750.00	90,640.00	LS	15,954.90	90,640.00	4,750.00	90,640.00	4,750.00	90,640.00	4,750.00	90,640.00
29	7-04	Ductile Iron Storm Sewer Pipe Class 52 - 12 in. Diam.	LF	3	300.00	900.00	LS	3,665.00	1,095.00	3,665.00	1,095.00	LS	3,665.00	1,095.00	3,665.00	1,095.00	3,665.00	1,095.00	3,665.00	1,095.00
30	7-04	Testing Storm Sewer Pipe	EA	2	3,000.00	6,000.00	LS	2,200.00	4,400.00	2,200.00	4,400.00	LS	4,400.00	4,400.00	2,200.00	4,400.00	2,200.00	4,400.00	2,200.00	4,400.00
31	7-05	Manhole 48 in. Diam. Type 1	EA	25	6,000.00	150,000.00	LS	21,250.00	531,250.00	21,250.00	531,250.00	LS	25,000.00	625,000.00	21,250.00	531,250.00	21,250.00	531,250.00	21,250.00	531,250.00
32	7-05	Catch Basin Type 2, 48 in. Diam.	EA	8	3,000.00	24,000.00	LS	18,400.00	24,000.00	18,400.00	24,000.00	LS	1,175.00	9,400.00	18,400.00	24,000.00	18,400.00	24,000.00	18,400.00	24,000.00
33	7-05	Catch Basin Type 2, 64 in. Diam.	EA	1	5,000.00	5,000.00	LS	5,200.00	5,200.00	5,200.00	5,200.00	LS	3,800.00	3,800.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00
34	7-05	Catch Basin Type 2, 64 in. Diam. with Debris Cage	EA	4	5,000.00	20,000.00	LS	13,200.00	20,000.00	13,200.00	20,000.00	LS	8,800.00	20,000.00	13,200.00	20,000.00	13,200.00	20,000.00	13,200.00	20,000.00
35	7-05	Catch Basin Type 2, 60 in. Diam.	EA	1	6,000.00	6,000.00	LS	4,320.00	4,320.00	4,320.00	4,320.00	LS	3,800.00	3,800.00	4,320.00	4,320.00	4,320.00	4,320.00	4,320.00	4,320.00
36	7-05	Catch Basin Type 2, 60 in. Diam. with Flow Restrictor	EA	3	900.00	2,700.00	LS	1,500.00	2,700.00	1,500.00	2,700.00	LS	3,650.00	10,950.00	1,500.00	2,700.00	1,500.00	2,700.00	1,500.00	2,700.00
37	7-05	Trash Rack	EA	6	400.00	2,400.00	LS	1,440.00	2,400.00	1,440.00	2,400.00	LS	960.00	2,400.00	1,440.00	2,400.00	1,440.00	2,400.00	1,440.00	2,400.00
38	7-05	Adjust Manhole	EA	5	400.00	2,000.00	LS	1,111.35	2,000.00	1,111.35	2,000.00	LS	960.00	2,000.00	1,111.35	2,000.00	1,111.35	2,000.00	1,111.35	2,000.00
39	7-05	Adjust Catch Basin	EA	5	400.00	2,000.00	LS	1,111.35	2,000.00	1,111.35	2,000.00	LS	960.00	2,000.00	1,111.35	2,000.00	1,111.35	2,000.00	1,111.35	2,000.00
40	7-05	Looking Frame and Solid Cover for Existing Structure	EA	5	500.00	2,500.00	LS	1,500.00	2,500.00	1,500.00	2,500.00	LS	1,788.75	2,500.00	1,500.00	2,500.00	1,500.00	2,500.00	1,500.00	2,500.00
41	7-17	PVC Sanitary Sewer Pipe 8 in. Diam.	LF	295	50.00	14,750.00	LS	13,570.00	14,750.00	13,570.00	14,750.00	LS	6,605.00	14,750.00	13,570.00	14,750.00	13,570.00	14,750.00	13,570.00	14,750.00
42	7-17	Ductile Iron Sewer Pipe 8 in. Diam.	LF	18	80.00	1,440.00	LS	1,440.00	1,440.00	1,440.00	1,440.00	LS	556.30	1,440.00	1,440.00	1,440.00	1,440.00	1,440.00	1,440.00	1,440.00
43	7-17	Testing Sewer Pipe 8 in. Diam.	LF	3	300.00	900.00	LS	625.00	900.00	625.00	900.00	LS	300.00	900.00	625.00	900.00	625.00	900.00	625.00	900.00
44	7-17	Testing Sewer Pipe 12 in. Diam.	LF	313	300.00	93,900.00	LS	203,552.00	322,552.00	203,552.00	322,552.00	LS	188,804.55	322,552.00	203,552.00	322,552.00	203,552.00	322,552.00	203,552.00	322,552.00
Water Lines																				
45	7-08	Ductile Iron Pipe for Water Main 8 in. Diam.	LF	160	55.00															

Bid Tabulation - FINAL
Bid Date: 1/21/2009

By: Mark A. Freiburger, PE, 1/27/09

ITEM NO.		SPEC. SECTION	ITEM	UNIT	TOTAL QTY	UNIT PRICE	TOTAL AMOUNT	ENGINEER'S ESTIMATE			NOT RESPONSIVE			NOT RESPONSIVE			LOW BID AFTER REVIEW			Snyder Construction			
								Platts Plus Inc. Marysville, WA	Precision Earthworks Inc. Mukitago, WA	Interwest Construction Inc. Burlington, WA	G. G. Excavation Inc. Anacortes, WA	Snyder Construction			Snyder Construction			Snyder Construction					
												UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID		
60	8-02	Bark or Wood Chip Mulch		CY	20	36.00	720.00	51.50	1,030.00	33.30	666.00	50.00	1,000.00	35.00	700.00	30.00	600.00	35.00	700.00	30.00	600.00	30.00	600.00
61	8-02	PSIPE Anubius Uredo - 6" 5' BB		EA	3	150.00	450.00	250.00	750.00	168.90	506.70	250.00	750.00	111.65	334.95	125.00	375.00	111.65	334.95	125.00	375.00	125.00	375.00
62	8-02	PSIPE Maltonia Aquilinum - 5 Gal		EA	7	36.00	252.00	25.00	175.00	35.85	250.95	25.00	175.00	16.35	114.45	18.00	126.00	16.35	114.45	18.00	126.00	18.00	126.00
63	8-02	PSIPE Vaccinium ovalium - 5 Gal		EA	9	36.00	324.00	38.00	324.00	35.90	323.10	35.00	315.00	18.85	169.65	20.00	180.00	18.85	169.65	20.00	180.00	20.00	180.00
64	8-02	PSIPE Acrostaphylos uva ursi "Point Reyes" - 4" Pot		EA	961	5.00	4,806.00	2.50	2,152.50	2.60	2,238.60	2.40	2,066.40	4.65	4,003.65	5.00	4,308.00	4.65	4,003.65	5.00	4,308.00	5.00	4,308.00
65	8-02	PSIPE Galium aparine - 1 Gall		EA	376	12.00	4,512.00	8.00	3,008.00	8.75	3,280.00	8.00	3,008.00	6.55	2,462.80	7.00	2,638.00	6.55	2,462.80	7.00	2,638.00	7.00	2,638.00
66	8-02	PSIPE Solidago nemoralis - 5" Min. Root Length		EA	819	5.00	4,095.00	1.50	1,228.50	1.50	1,228.50	1.40	1,158.00	2.75	2,254.50	3.00	2,457.00	2.75	2,254.50	3.00	2,457.00	3.00	2,457.00
67	8-02	PSIPE Solidago nemoralis - 5" Min. Root Length		EA	1,002	3.00	3,006.00	1.50	1,503.00	1.50	1,503.00	1.40	1,402.80	2.75	2,752.50	3.00	3,006.00	2.75	2,752.50	3.00	3,006.00	3.00	3,006.00
68	8-02	PSIPE Dogwood - 5" Min. Root Length		EA	458	3.00	1,374.00	1.50	687.00	1.50	687.00	1.40	642.00	2.75	1,264.50	3.00	1,374.00	2.75	1,264.50	3.00	1,374.00	3.00	1,374.00
69	8-02	PSIPE Dogwood - 5" Min. Root Length		EA	488	3.00	1,464.00	1.50	732.00	1.50	732.00	1.40	684.00	2.75	1,353.00	3.00	1,464.00	2.75	1,353.00	3.00	1,464.00	3.00	1,464.00
70	8-02	PSIPE Dogwood - 5" Min. Root Length		EA	488	3.00	1,464.00	1.50	732.00	1.50	732.00	1.40	684.00	2.75	1,353.00	3.00	1,464.00	2.75	1,353.00	3.00	1,464.00	3.00	1,464.00
71	8-02	PSIPE Dogwood - 5" Min. Root Length		EA	488	3.00	1,464.00	1.50	732.00	1.50	732.00	1.40	684.00	2.75	1,353.00	3.00	1,464.00	2.75	1,353.00	3.00	1,464.00	3.00	1,464.00
72	8-02	PSIPE Dogwood - 5" Min. Root Length		EA	1,698	3.00	5,094.00	1.50	2,547.00	1.50	2,547.00	1.40	2,377.20	2.75	4,669.50	3.00	5,094.00	2.75	4,669.50	3.00	5,094.00	3.00	5,094.00
73	8-02	PSIPE Dogwood - 5" Min. Root Length		EA	1,700	3.00	5,100.00	1.45	2,467.50	1.50	2,550.00	1.40	2,380.00	2.85	4,642.50	3.00	5,100.00	2.85	4,642.50	3.00	5,100.00	3.00	5,100.00
74	8-02	PSIPE Dogwood - 5" Min. Root Length		EA	1,700	3.00	5,100.00	1.45	2,467.50	1.50	2,550.00	1.40	2,380.00	2.85	4,642.50	3.00	5,100.00	2.85	4,642.50	3.00	5,100.00	3.00	5,100.00
75	8-12	Chain Link Fence 3		LF	210	25.00	5,250.00	100.00	10,000.00	20.40	4,284.00	100.00	10,000.00	23.00	4,830.00	100.00	10,000.00	23.00	4,830.00	100.00	10,000.00	100.00	10,000.00
76	8-12	End Gate, Corner, Pull Post for Chain Link Fence		EA	10	200.00	2,000.00	200.00	2,000.00	21.40	214.00	200.00	2,000.00	23.40	2,340.00	200.00	2,000.00	23.40	2,340.00	200.00	2,000.00	200.00	2,000.00
77	8-12	End Gate, Corner, Pull Post for Chain Link Fence		EA	10	200.00	2,000.00	200.00	2,000.00	21.40	214.00	200.00	2,000.00	23.40	2,340.00	200.00	2,000.00	23.40	2,340.00	200.00	2,000.00	200.00	2,000.00
78	8-12	Coated End Gate, Corner, Pull Post for Chain Link Fence		EA	15	220.00	3,300.00	190.00	2,850.00	21.40	321.00	185.00	2,775.00	185.00	2,775.00	185.00	2,775.00	185.00	2,775.00	185.00	2,775.00	185.00	2,775.00
79	8-12	Double 14 Ft. Coated Chain Link Gate		EA	1	1,200.00	1,200.00	750.00	3,000.00	630.00	2,520.00	750.00	3,000.00	750.00	3,000.00	750.00	3,000.00	750.00	3,000.00	750.00	3,000.00	750.00	3,000.00
80	8-15	Quarry Spalls		CY	100	70.00	7,000.00	34.00	3,400.00	31.35	3,135.00	42.00	4,200.00	31.90	3,190.00	50.00	5,000.00	31.90	3,190.00	50.00	5,000.00	50.00	5,000.00
							317,288.00	167,590.00	167,590.00	167,590.00	167,590.00	208,907.95	215,072.95	208,907.95	215,072.95	208,907.95	215,072.95	208,907.95	215,072.95	208,907.95	215,072.95	208,907.95	215,072.95
Concrete																							
81	8-04	Cement Conc. Traffic Curb and Gutter		LF	532	25.00	13,300.00	16.00	8,512.00	15.25	8,113.00	17.00	9,044.00	14.71	7,825.72	15.00	7,980.00	14.71	7,825.72	15.00	7,980.00	15.00	7,980.00
82	8-04	Mountable Cement Conc. Traffic Curb		LF	810	20.00	16,200.00	16.00	12,960.00	15.10	12,330.00	18.00	14,580.00	15.16	12,276.60	18.00	14,580.00	15.16	12,276.60	18.00	14,580.00	18.00	14,580.00
83	8-04	Cement Conc. Pedestalian Curb		LF	152	20.00	3,040.00	18.00	2,736.00	17.30	2,629.60	18.50	2,812.00	16.91	2,570.32	20.00	3,040.00	16.91	2,570.32	20.00	3,040.00	20.00	3,040.00
84	8-04	Roundabout Truck Apron Cement Conc. Curb and Gutter		LF	2,475	25.00	61,875.00	17.00	42,075.00	15.85	39,228.75	17.20	42,702.00	15.45	38,238.75	15.00	37,125.00	15.45	38,238.75	15.00	37,125.00	15.00	37,125.00
85	8-06	Roundabout Central Island Cement Conc. Curb		LF	110	30.00	3,300.00	49.00	3,390.00	50.60	5,566.00	51.00	5,610.00	47.12	5,183.20	30.00	3,300.00	47.12	5,183.20	30.00	3,300.00	30.00	3,300.00
86	8-14	Cement Conc. Sidewalk Entrance Type 1		LF	265	30.00	7,950.00	46.00	12,270.00	43.40	11,514.00	43.50	11,592.50	42.36	11,270.25	42.00	11,040.00	42.36	11,270.25	42.00	11,040.00	42.00	11,040.00
87	8-14	Cement Conc. Sidewalk Ramp Type 2		LF	1,193	26.00	31,018.00	31.25	37,287.50	31.25	37,287.50	32.50	38,762.50	31.32	37,366.60	33.00	39,390.00	31.32	37,366.60	33.00	39,390.00	33.00	39,390.00
88	8-14	Cement Conc. Sidewalk Ramp Type 4a		EA	8	1,500.00	12,000.00	65.00	520.00	70.00	560.00	65.00	520.00	64.85	518.80	65.00	520.00	64.85	518.80	65.00	520.00	65.00	520.00
89	8-14	Modified Cement Conc. Sidewalk Ramp Type 4a		EA	4	1,500.00	6,000.00	540.00	2,160.00	590.00	2,360.00	590.00	2,360.00	574.81	2,299.24	590.00	2,360.00	574.81	2,299.24	590.00	2,360.00	590.00	2,360.00
							167,590.00	128,893.00	128,893.00	128,893.00	128,893.00	130,457.10	130,457.10	128,893.00	130,457.10	128,893.00	130,457.10	128,893.00	130,457.10	128,893.00	130,457.10	128,893.00	130,457.10
Structures																							
90	8-24	Gravity Block Wall		SF	65	30.00	1,950.00	32.00	2,080.00	59.00	3,835.00	28.00	1,820.00	24.30	1,579.50	30.00	1,950.00	24.30	1,579.50	30.00	1,950.00	30.00	1,950.00
Traffic																							
91	8-13	Adjust Monument Case and Cover		EA	1	500.00	500.00	590.00	590.00	115.00	115.00	500.00	500.00	500.00	150.00	150.00	500.00	150.00	150.00	500.00	150.00	150.00	
92	8-20	Roundabout Pipe 2 in. Diam		LF	989	22.00	21,758.00	14.00	13,846.00	8.00	7,912.00	11.00	10,879.00	8.00	7,912.00	10.00	9,890.00	8.00	7,912.00	10.00	9,890.00	10.00	9,890.00
93	8-20	Permanent Signing		EA	78	25.00	1,950.00	16.00	1,248.00	6.70	526.10	11.00	858.00	12.40	967.20	10.00	780.00	12.40	967.20	10.00	780.00	10.00	780.00
94	8-22	Paint Line		LS	6,700	35.00	234,500.00	LS	27,500.00	LS	30,000.00	LS	27,440.00	LS	23,440.00	LS	23,440.00	LS	23,440.00	LS	23,440.00	LS	23,440.00
95	8-22	Painted Wide Lane Line		LF	470	2.00	940.00	0.25	117.50	0.20	94.00	0.20	94.00	0.35	164.50	0.25	117.50	0.35	164.50	0.25	117.50	0.25	117.50
96	8-22	Plastic Stop Line		LF	31	2.00	62.00	0.95	29.45	0.90	27.90	0.90	27.00	1.00	31.00	0.90	27.00	1.00	31.00	0.90	27.00	0.90	27.00
97	8-22	Plastic Crosswalk Line		SF	330	8.00	2,640.00	4.00	1,320.00	3.70	1,221.00	3.00	990.00	6.00	1,980.00	7.00	2,310.00	6.00	1,980.00	7.00	2,310.00	7.00	2,310.00
98	8-22	Plastic Yield Line Symbol		EA	53	25.00	1,325.00	26.00	1,378.00	26.00	1,378.00	26.00	1,378.00	30.00	1,590.00	26.00	1,378.00	30.00	1,590.00	26.00	1,378.00	26.00	1,378.00
99	8-22	Plastic Traffic Arrow		EA	7	135.00	945.00	128.00	896.00	126.40	885.08	100.00	700.00	75.00	525.00	100.00	700.00	75.					

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,
AWARDING THE BID AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO MANAGE THE SR
20/F&S GRADE ROAD AND SKAGIT INDUSTRIAL PARK ROADWAY IMPROVEMENT PROJECT
AND DELEGATING AUTHORITY TO APPROVE CHANGE ORDERS**

WHEREAS, bids were opened on January 21, 2009 and the Public Works Director reported to the City Council the apparent low bidder;

WHEREAS, the Public Works Director has recommended awarding the bid to Interwest Construction, Inc. of Burlington, Washington; and

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

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

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

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

Section 1: The bid for the SR 9 Township Trenchless Sanitary Sewer Project is awarded to SR 20/F&S Grade Road and Skagit Industrial Park Roadway Improvement Project of Burlington in the base amount of \$1,419,018.95 (including sales tax), and, the Mayor is authorized to enter into a contract with that contractor to construct the project.

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

- A. Any individual Change Order does not exceed the amount of twenty five thousand Dollars (\$25,000.00).
- B. The aggregate total of all Change Orders approved under this Resolution shall not exceed the project's contingency budget.
- C. Change Order(s) to add sidewalks on SR 20 and/or F&S Grade Road in an amount not to exceed \$150,000.00 which is in addition to the project's contingency budget;

- D. Following the approval of any Change Order under this Resolution, the Public Works Director shall provide an information report to the Council with the details.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
11th DAY OF FEBRUARY, 2009.

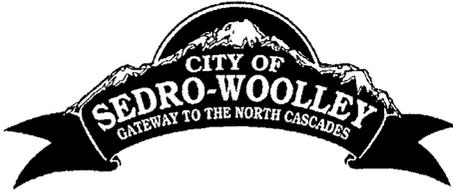
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CITY COUNCIL AGENDA
REGULAR MEETING

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

FEB 11 2009

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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible State Bid Acquisition
Stormwater Catch Basin Cleaner Truck Acquisition
Owens Equipment Company Vactor 2110 J6**

DATE: February 6, 2009 (for Council action February 11, 2008)

ISSUE:

Shall council authorize staff to proceed with acquisition of a Vactor 2110 J6 under the state bid system WSDOT Truck Catch Basin Cleaner Contract from Owens Equipment Company, to be funded from the ERR with a cost not to exceed \$350,000 (including sales tax and delivery)?

BACKGROUND:

In 2008 Council authorized staff to acquire Catch Basin Cleaner (vactor) unit for the Stormwater Utility with a budget of \$350,000 from the Equipment Repair & Replacement Fund. Due to workload, staff was unable to complete the price comparisons and groundwork necessary for the purchase in 2008. We have now completed our selection process and are ready to move forward with the acquisition. The unit selected is available under the WSDOT Truck Catch Basin Cleaner contract under the state bid system. Use of the state system does not require separate advertisement for bids.

DISCUSSION:

The catch basin cleaning system proposed for purchase will serve both Stormwater Utility functions in cleaning catch basins and storm drain pipes, as well as provide a greater capacity for sanitary sewer cleaning than the existing 1998 Sreco vactor unit in use at the Wastewater Department (the current unit is limited to smaller (under 24") pipelines and manholes under 15' depth). The proposed unit includes a hydro-excavation system, allowing utility potholing with minimal risk of damage to the utilities. A camera inspection system is desirable. The unit will be housed in the Wastewater Building as is the current unit. We anticipate an annual use, based on operations over the past year, of a minimum of 1,000 hours. At existing rental rates (\$150 per hour operated), this equates to approximately \$150,000 per year.

Three units were considered; two from the State Bid system and one outside of the system. The units were the Vactor 2110 J6, Vac-Con 312/1300 LHA, both from the State Bid, and the Camel 200. Demonstrations for all three units were arranged, and

Street and Wastewater personnel were involved. The units all vary slightly in capabilities and price, making a straight line item comparison difficult. After comparison of the units, and consideration of the unique features of the Vactor noted below, the consensus was for the Vactor 2110 unit.

Fleet Manager Leo Jacobs discussed these units with several sister agencies and three contractors who regularly use similar equipment. Notes on his survey are attached. Most of the agencies preferred the Vactor unit, but the other machines had their proponents as well. The uniform consensus among the contractors was for Vactor. Vactor has service available within 24 hours, and will provide training and support for the unit. The reports noted that the Vactor required slightly more routine maintenance than the Vac-Con. A \$1,500 per year maintenance agreement was recommended for either unit.

The Vactor unit has several important features that are not available on the Vac-Con or Camel units, including an extendable flex boom, allowing mobility between catch basins without breakdown of the tube system; Vac on the Go capability, made possible by the proprietary system; and an aluminum compressor fan, as opposed to cor-ten steel. The Vactor water system supplies 80 gpm at 2500 psi, as opposed to 50 gpm at 3000 psi for the Vac-Con and 80 gpm at 2000 psi for the Camel units. Water supply for the Vactor is via aluminum water tanks mounted low instead of HDPE mounted higher up on the Vac-Con and Camel units, improving center of gravity for the machine.

The Vactor unit is mounted on an International 7600 6x4 chassis, with a secondary John Deere engine for running the water pump, as opposed to the Vac-Con's International 7500 6x4 chassis and Deutz auxiliary diesel engine and the lighter duty Sterling LT7500 tandem chassis for the Camel. The camel runs off of the single chassis engine for both vacuum and water pump operations.

In addition to the Vactor unit itself, staff included in the package a CCTV inspection system. On recommendation of other agencies, the unit selected was a Quik View Camera system (brochure attached), a pole mounted unit suitable for catch basin and manhole inspection and capable of inspecting lines up to 400' in length. This unit will serve most purposes for storm drainage inspections. The city owns a crawler mounted CCTV system that is available for inspection of longer lines or close ups distant from catch basins. The simplicity of the pole mounted unit will be an asset to department operations.

Attached is the WSDOT Truck Catch Basin Cleaner Contract quote from Owens Equipment, the state contractor for Vactor. The base price for the unit, including a separate pole mounted camera inspection system, was originally approximately \$20,000 above our budget. On negotiation with Owens, we have settled on a trade in value for the existing 1980 Vactor unit that will allow the purchase of the truck plus camera system at \$349,416.80, including sales tax and delivery. This is noted in the attached quote sheet.

The Vac-con unit with comparable options but without the camera totals \$331,084. The value of the camera is approximately \$17,000, making the units comparable in price. The Camel unit is not on the state bid, which would require a bid process or sole-source declaration by council. The Camel price for a demonstrator (slightly used) unit with

sales tax was \$291,075. A new unit with a comparable chassis and 2009 pricing will be in the \$325,000 range, but is not fully comparable to the Vactor unit.

On approval by council, staff will begin the acquisition process through the state bid system.

Delivery is quoted at 180-240 days from receipt of order. The existing Vactor will continue in use until the new unit is delivered. The unit will need to be in working order at time of surplus and trade in.

FINANCIAL:

Funds for this project are available from the Account 501 Equipment Repair & Replacement Fund. The current fund balance is \$622,836. The 2009 budget will need to be amended to reflect acquisition in 2009 instead of 2008.

ANALYSIS:

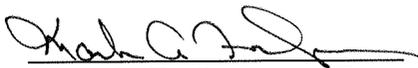
Sufficient funds have been budgeted for this acquisition. The ERR fund was adjusted in 2008 assuming a 2008 acquisition, and will continue to maintain a minimum \$280,000 fund balance with programmed acquisitions through the 20 year planning window. This is including addition of Fire Department equipment to the ERR beginning in 2009.

CONCLUSION:

It is Staff's recommendation that Council authorize staff to proceed with acquisition of a Vactor 2110 J6 under the state bid system WSDOT Truck Catch Basin Cleaner Contract from Owens Equipment Company, to be funded from the ERR with a cost not to exceed \$350,000 (including sales tax and delivery).

MOTION:

Move to authorize staff to proceed with acquisition of a Vactor 2110 J6 under the state bid system WSDOT Truck Catch Basin Cleaner Contract from Owens Equipment Company, to be funded from the ERR with a cost not to exceed \$350,000 (including sales tax and delivery).



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

CITY OF SEDRO-WOOLLEY

Solid Waste & Fleet Division
315 Sterling Street
Sedro-Woolley, WA 98284
Phone (360) 855-1884
Fax (360) 855-9024
E-Mail ljacobs@ci.sedro-woolley.wa.us

DATE: Wednesday, January 14, 2009
TO: Mark Freiburger (Director of Public Works)
FROM: Leo Jacobs, Solid Waste & Fleet Supervisor
SUBJECT: Vactor Truck for Storm Water

Mark,

I have been researching our 2 final units, Vactor and Vaq con. In my research I have found that if they have a vactor that is all they want and if they have a vac con the story is the same. Each one has its great points and both are somewhat similar.

Point: After talking with City of Seattle they decided on a different design for a vac con based on their experience. (See attached)

High points of the design are a 9 yard body which helps keep weights down and help with turning radius, They also love a pump that uses ¾ hose with a 50 gpm 3,000 psi which they said has done more cleaning and maintenance and increases their run time from 16 min. to 26 min. per load which also means less set up and tear down time which is a big plus in their eyes. More miles have been done than the 1 inch hose with 80 gpm 2,000 psi, also the chassis Specs save them around \$20,000 off the state contract.

Vactor: Great reputation, great service, lots of units in the field. Using same technologies for many years. Pump does have a jerk when pump reverses itself, Pump can run dry. No complaints with John Deere auxiliary engine, Price is higher due to options that they recommend to all their clients. Recommend a yearly service about \$1,500; a plus is an aluminum fan.

Maint. slightly higher on Vactor than Vacon

Vac con: Lesser known, great service new facility in Tacoma open now, starting to come on in the industry, continuing to be innovative with newer updates and design. Pump does not create a jerking action on the hydro excavating; pump can run dry for up to 30 min. No complaints with the Deutz auxiliary engine. Price is lower, they say we do not need some options, and the price would be reduced especially if we ride on to City of Seattle's contract. (See attached)
Recommend a yearly service about \$1,500 a minus is a steel fan.

Camera: It is worth pointing out that we should invest in a stick camera this would be advantageous in the way for storm water personnel to look into the line if they feel there is a problem and if they see one and further investigation is needed then they can deploy the WWTP crawler. The stick camera will help the WWTP in the same way and could save time.

Conclusion: Depending on whom you talk to that is the machine they want and it would be difficult to change their mind with that said I don't think we can go wrong with either machine. My question how important is cost to us.

WSDOT TRUCK CATCH BASIN CLEANER CONTRACT

07005

CUSTOMER:				
Contact Name		Mark Freiberger		
Address		325 Metcalf St		
City/State/Zip		Sedro Woolley, WA. 98284		
Phone# / Fax #		360-855-9933		
Sales Representative		Dereck Case	Date:	2/5/2009
Qty	OPT #	DESCRIPTION	As of 1/1/09	Ext
1		Vactor 2110 J6 (Base Bid Price)	\$ 268,264.00	\$ 268,264.00
General Specifications (See Bid Specs for More Detail)				
		Vactor 2110 J6 / International Chassis Model 7600-6x4		
		10 Yard Debris Body		
		1,000 Gallons Water Capacity		
		Two Stage 1.6 John Deere Auxiliary Engine with Fluid Coupler		
		Vactor Water Pump (80gpm @ 2,500psi)		
		Hydraulic Hose Reel with 300' of 1 1/4" Sewer Hose		
		Handgun System		
		20 Cubic Feet of Toolboxes		
		6" Butterfly Valve/Rear Door		
Options to Deduct (Included in Price)				
0	1001A	Flat Rear Door w Hydraulic Locks and Open/Close	\$ (4,610.00)	
0	1003	Debris Body Flush Out	\$ (1,010.00)	
1	1007	6" Butterfly Valve/Rear Door	\$ (797.00)	\$ (797.00)
0	1014	Centrifugal Separator	\$ (2,866.00)	
0	1015	Folding Pipe Rack - Curbside	\$ (702.00)	
0	1015A	Folding Pipe Rack - Street Side	\$ (702.00)	
0	1022	Splash Shield Rear Door	\$ (531.00)	
0	2002	Low Water Warning Light	\$ 220.00	
0	3003C	Two Stage 1.6 John Deere Auxiliary Engine with Fluid Coupler (Use this deduction if a single fan is requested. Do not deduct if ordering a PD. See adjustment for PD unit in Other Additions/Deductions section below)	\$ (10,938.00)	
0	4004	8 ft Hydraulic Telescopic Boom with 180 degree rotation (Use this only if the customer wants a fixed boom only. Do not deduct if ordering the 5x5 Boom. See adjustment for 5x5 Boom in Other Additions/Deductions pricing section below)	\$ (9,500.00)	
0	4006	Joystick Boom Control	\$ (555.00)	
0	5011	3" Y Strainer at Water Pump	\$ (428.00)	
0	5015	Front Street Side & Curbside Couplers & Ball Valves	\$ (563.00)	
1	6000	300 x 1 1/4" Sewer Hose / 2500psi (After deducting this make sure to add back hose required below)	\$ (1,380.00)	\$ (1,380.00)
1	6004D	Rear Pinch Roller Only	\$ (1,414.00)	\$ (1,414.00)
1	6008	Hose Reel Manual Rewind	\$ (348.00)	\$ (348.00)
0	6011	Handgun Hose Reel - Spring Retractable with 50' Hose	\$ (866.00)	

WSDOT TRUCK CATCH BASIN CLEANER CONTRACT

07005

0	6014	Telescoping Rotating Hose Reel Capacity 600x1" Sewer Hose (Use this only if the customer requests the standard Hydraulic non telescoping 600' hose reel. Do not deduct if ordering the 800' Telescoping Rotating Hose Reel. See the Vactor Options To Add Deduct Section below.)	\$ (7,995.00)	
0	6017	Hydraulic Shut Off Valves at Suction, Return, Filter Line (3)	\$ (533.00)	
0	7001	Tachometer for Chassis at Front Workstation	\$ (464.00)	
0	8002	Handlight With Bumper Plug	\$ (260.00)	
1	8008	Brackets and Wiring for Revolving Light or Strobe (Rear)	\$ (290.00)	\$ (290.00)
1	8008A	Brackets and Wiring for Revolving Light or Strobe (Front)	\$ (290.00)	\$ (290.00)
0	8011	Worklights on Ext/Tele Boom	\$ (548.00)	
0	8012	Additional Connector for Hand Light - rear	\$ (86.00)	
0	9012A	24x18x18 Aluminum Tool Box	\$ (564.00)	
0	9014A	36x18x18 Aluminum Tool Box	\$ (661.00)	
0	P111	Module - Centari (Primer Base) Paint	\$ (1,055.00)	
0	S040	#10 Storm Nozzle	\$ (190.00)	
0	25268F	8" x 42" CB Tube	\$ (174.00)	
1	34766	6" x 7' CB Tube	\$ (311.00)	\$ (311.00)
0	S370	8" x 3' Aluminum Pipe Assembly	\$ (95.00)	
1	S420	6" Quick Clamp Assembly	\$ (32.00)	\$ (32.00)
1	S440	8" X 6" Flanged Adapter	\$ (120.00)	\$ (120.00)
0	S470	Additional 15 ft of 6" Lay Flat Hose	\$ (115.00)	
1	S540A	Catch Basin Handle Assembly 6"	\$ (120.00)	\$ (120.00)
0	S540	Catch Basin Handle Assembly 8"	\$ (120.00)	
1	34766B	6" x 3' CB Tube	\$ (105.00)	\$ (105.00)
1	S350A	6" x 3' Fluidizer Tube	\$ (105.00)	\$ (105.00)
0	69592	Laminated Lube Chart	\$ (27.00)	
1	NPN	Water Pump Overspeed Warning Light	\$ (348.00)	\$ (348.00)
1	66855A	Back Flush Quick Disconnect	\$ (264.00)	\$ (264.00)
1	NPN	6" ID Stand in Debris Pipe	\$ (437.00)	\$ (437.00)
0	NPN	6" Air Gap	\$ (164.00)	
0		International Cab & Chassis	\$ (106,250.00)	
1		1990 Vactor trade in	\$ (16,500.00)	\$ (16,500.00)
		TOTAL DEDUCTIONS		\$ (22,861.00)
VACTOR OPTIONS TO ADD/DEDUCT				
0	1009A	External Mount Trash Pump with Float Pickup Arm Rated @ 450gpm	\$ 10,210.00	
0	1000	High Dump Option	\$ 13,845.00	
1	1004	Debris Body Load Limit Audible Alarm	\$ 1,800.00	\$ 1,800.00
1	NPN	12 Cubic Yard Debris Body	\$ 4,750.00	\$ 4,750.00
0	NPN	15 Cubic Yard Debris Body	\$ 10,921.00	
0	NPN	Load Man Digital Scale System	\$ 8,405.00	
1	1031	Debris Body Hinged Deflector Plate Assembly	\$ 280.00	\$ 280.00
0	2006	Cold Weather Air Purge System	\$ 1,886.00	
1	5023	Fan Flush Out System (Centrifugal Compressor Units Only)	\$ 433.00	\$ 433.00
0	6013	Hydraulic Tool Package	\$ 1,277.00	
0	6014B	Extra Capacity Hose Reel (800')	\$ 3,780.00	

Vactor 2110J6

WSDOT TRUCK CATCH BASIN CLEANER CONTRACT

07005

0	8015	Worklight at Auxiliary Engine (Centrifugal Compressor Units Only)	\$ 380.00	
0	1013	Debris Body Interconnect - Additional Water Capacity	\$ 2,096.00	
1	6019	Rear Rodder Pump Drain Valves	\$ 422.00	\$ 422.00
1	NPN	36x18x18 Toolbox	\$ 845.00	\$ 845.00
1	9015A	45x16x12 Toolbox	\$ 918.00	\$ 918.00
1	9016A	Full Width Behind the Cab Toolbox (Consult with Factory before ordering)	\$ 2,165.00	\$ 2,165.00
0	8020A	Whelen - 6 Head Strobe Light System	\$ 4,952.00	
0	4011	Cordless Remote Pendant Control for Boom Operations	\$ 4,045.00	
1	2012	Chassis Side Skirts	\$ 538.00	\$ 538.00
1	6004A	Automatic Hose Level Wind Guide	\$ 4,402.00	\$ 4,402.00
0	6012	Lateral Line Cleaning Hose Assembly	\$ 2,713.00	
1	1024	PD Vacuum Relief System	\$ 2,275.00	\$ 2,275.00
1	1023	Vactor Lube Manifolds	\$ 1,980.00	\$ 1,980.00
1	2016	1300 Gallons Fresh Water Supply	\$ 2,465.00	\$ 2,465.00
1	2010	3" Drain Valve Located @ Rodder Pump	\$ 370.00	\$ 370.00
0	3008	Air Shift Engagements for Positive Displacement Blower Units	\$ 1,615.00	
0	3015	Hot Shift Engagement for Positive Displacement Blower Units	\$ 4,740.00	
1	5012	Multi-Flow Rodder Pump System	\$ 4,900.00	\$ 4,900.00
1	5021	Hydro Excavator System With High Pressure Relief System (Requires Part # 5012 Multiflow and #5010 Accumulator)	\$ 5,030.00	\$ 5,030.00
1	5010	Accumulator System for Water System	\$ 2,413.00	\$ 2,413.00
1	6002	600' x 1" Sewer Hose	\$ 850.00	\$ 850.00
0	6003	800' x 1" Sewer Hose	\$ 1,670.00	
		TOTAL ADDITIONS		\$ 36,836.00
		OTHER ADDITIONS / DEDUCTION PRICING		
0		To convert to 5 Yard Debris Body	\$ (2,000.00)	
0		For 18" PD Blower in lieu of Two Stage Fan System	\$ (2,406.00)	
0		For 16" PD Blower in lieu of Two Stage Fan System	\$ (4,503.00)	
0		Rear Mounted Chute	\$ 3,208.00	
0		Vac on the Go Level 1	\$ 955.00	
1		Vac on the Go Level 2	\$ 2,578.00	\$ 2,578.00
0		Additional 500 Gallons Water Capacity (Total of 1,500)	\$ 3,547.00	
0		Delete Entire High Pressure Rodding/Water System	\$ (15,836.00)	
0		Hose Reel Shield	\$ 975.00	
1		Boom to Reach 24' From Centerline of Truck (5x5 Boom)	\$ 8,990.00	\$ 8,990.00
0		Hendrickson Pusher Axle w 13,500 Rating	\$ 9,208.00	
0		Watson-Chalin Pusher Axle w 13,500 Rating	\$ 7,380.00	
0		Hendrickson Tag Axle w 13,500 Rating	\$ 9,208.00	
0		Watson-Chalin Tag Axle w 13,500 Rating	\$ 7,380.00	
1		Power Windows and Door Locks for Chassis	\$ 252.00	\$ 252.00
0		Integral Front Frame Extension (If Required for Hose Reel Mounting)	\$ 263.00	
0		300' of 1" Sewer Hose in lieu of 1 1/4" hose	\$ 666.00	

Vactor 2110J6

3 OF 4

**WSDOT TRUCK CATCH BASIN CLEANER CONTRACT
07005**

0		Whisker Switch - Over Weight Debris Warning System with Light & Audible Alarm	\$ 1,615.00	
0		Load Man On Board Scale System - Over Weight Debris Warning System with Light & Audible Alarm	\$ 8,160.00	
0		CB Radio Package	\$ 187.00	
0		Autocar WX64 - Cab Over Low Cab Entry Chassis	\$ 121,467.00	
0		Volvo VHD65F- Cab Over Low Cab Entry Chassis	\$ 105,237.00	
0		ISM 370 Cummins Engine	\$ (1,202.00)	
0		Fuller 18 Speed Manual Transmission with Easy Brake Plus Clutch and Two Piece Clutch Brake	\$ (8,761.00)	
0		Fuller Auto Shift Transmission 18 Speed	\$ (4,528.00)	
0		Fuller Auto Shift Transmission 10 Speed	\$ (5,980.00)	
1	8026	FS DOT 6 Light Strobe System	\$ 2,740.00	\$ 2,740.00
1	48957	Quad Camera System	\$ 2,772.00	\$ 2,772.00
1	1009D	Full Swinging Decant Screen	\$ 665.00	\$ 665.00
1	1008	6" Knife Valve w/Camlock	\$ 1,155.00	\$ 1,155.00
1	5430	Water Ring Assembly	\$ 285.00	\$ 285.00
1	9002	Tow Hooks Front	\$ 310.00	\$ 310.00
1	8007C	Rear Mounted Strobe	\$ 930.00	\$ 930.00
2	NPN	Front and rear cone rack	\$ 135.00	\$ 270.00
1		Quick View Camera system	\$ 16,500.00	\$ 16,500.00
		TOTAL OTHER ADDITIONS/DEDUCTIONS		\$ 37,447.00
		Total Revised Price		\$ 319,686.00

Delivered price including sales tax Of 9.3%

\$ 349,416.80

IH Chassis Price And Components Will Increase Effective September 1, 2009

Delivery time frame per contract is 180 - 240 days after receipt of order

If non stock chassis is ordered delivery is 6 months after receipt of chassis at Vactor Mfg.

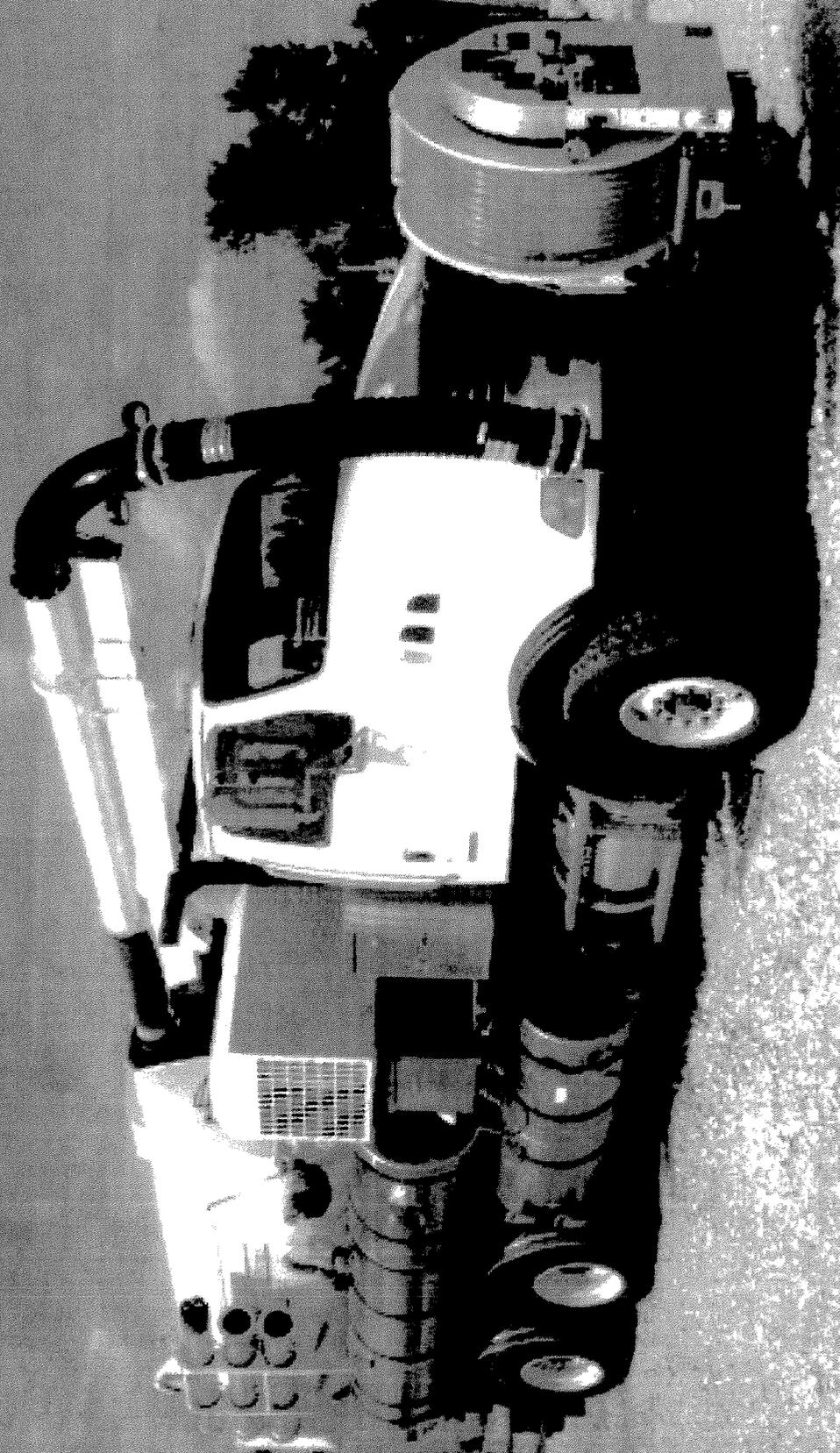
Customer Approval

Date

Sales Representative Approval

Date

8000



Recipient:

Mark A Freiberger, Director of Publ ...
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325 Metcalf Street
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(360) 855-9933, fax: (360) 855-0733
mfreiberger@ci.sedro-woolley.wa.us



Dave Armstrong, Manager
Owen Equipment
8721 South 218th Street
kent, WA 98031
U.S.A.
(206) 304-1185, fax: (253) 852-8913
darmstrong@owenequipment.com, www.o ...

Quote: 0000010128

Date: Feb 5, 2009

Submitted by: Owen Equipment Company

E-5100-9010	US \$13,800.00	1	US \$13,800.00
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QuickView Professional North America (NTSC) Package with 16' Telescoping Carbon Fiber Pole
System includes camera head with HID Lighting, 432:1 color zoom camera (NTSC), and basic object measurement. Joystick control box, 40 cable, battery pack with charger, and light diffuser. 16 telescoping pole with spring loaded centering device/ standoff. Operator vest to hold cable, control box, batter, and sunshade pouch. Tool kit, manual, and shipping/carrying case also included.

E-VID-0002-01	US \$2,500.00	1	US \$2,500.00
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Sony GV-HD700 Professional Package
GV-HD700 viewer/recorder, 1 GB memory stick, battery, bnc-rca cable, mini dv tape and Sony USB memory stick reader and custom-cut foam carrying and storage case.

SPCL	US \$200.00	1	US \$200.00
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Shipping

Total: US \$16,500.00

Recipient:

Mark A Freiburger, Director of Publ ...
Sedro-Woolley
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Dave Armstrong, Manager
Owen Equipment
8721 South 218th Street
Kent, WA 98031
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(206) 304-1185, fax: (253) 852-8913
darmstrong@owenequipment.com, www.o...

Quote: 0000010128

Date: Feb 5, 2009

Submitted by: Owen Equipment Company

Notes: This proposal may be withdrawn if not accepted within the period shown below. All equipment remains the property of the seller until sum stated above is paid in full. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified.

Expiration Period: 30 days

Terms: Cash

FOB: Randolph, NJ

Currency: US \$

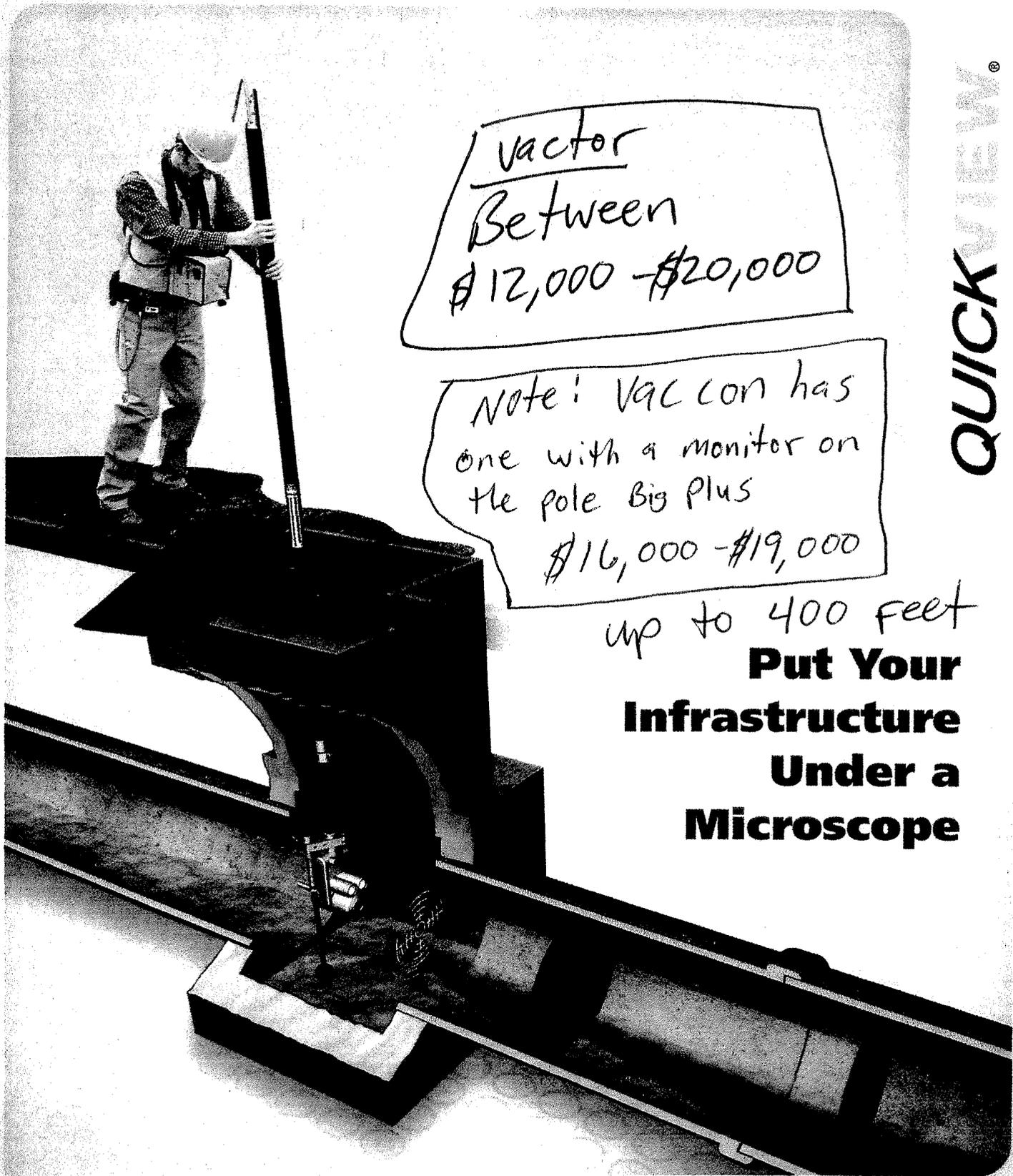
Respectfully Submitted,

Owen Equipment Company

The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted by _____

_____ Date



Vactor
Between
\$12,000 - \$20,000

Note: VAC CON has
one with a monitor on
the pole Big Plus
\$16,000 - \$19,000

up to 400 feet

**Put Your
Infrastructure
Under a
Microscope**

QUICKVIEW®

Envirosight
SPECIALISTS IN PIPELINE INSPECTION

QUICKVIEW®

Ultra-Portable Zoom Inspection Camera

Underground Inspection That's Quick, Affordable & Safe.

Inspect pipelines, manholes and tanks from street level with the patented QuickView zoom inspection camera. Municipalities use it to identify and prioritize maintenance issues. DOTs use it to assess culvert and storm pipe condition with minimal traffic exposure. Contractors use it to survey pipe before bidding, and to document completed work. With newly increased optical zoom, advanced software and HID lamps, QuickView sees 50-350' in 6-60" diameter lines.

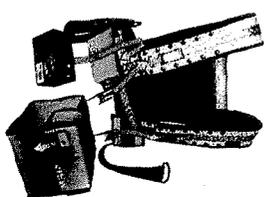


Left (top to bottom): root intrusion, severe abrasion, girdling infestation, fence post breach, and buildup.



Unleash Productivity

QuickView's lightweight safety vest holds an 8-hour rechargeable battery, optional DV monitor/recorder, and joystick controls, allowing single user operation for maximum productivity.



QuickView inspection costs less than half of what we'd pay for confined space entry, and it gives us peace of mind, too.

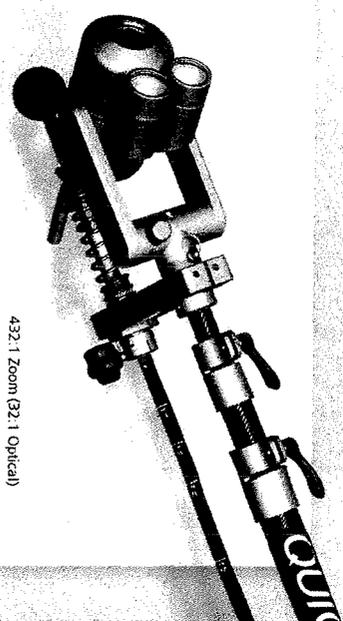
— Ambrose Watts, Public Works Supervisor, Middletown, OH

My crews now verify pipe condition without entering confined spaces. QuickView lets them accomplish more footage and do it in a safer manner, without full-blown crawler inspection.

— Steve Knead, Senior Transportation Supervisor, Hillsborough County, FL

Get Up-Close And Personal

QuickView's powerful zoom optics and twin narrow-beam halogen lamps work together to deliver exceptional sidewall detail from deep inside pipes.



- 432:1 Zoom (32:1 Optical)
- Focused HID Lighting
- Lightweight Carbon-Fiber Pole
- 150' Submersion Rating
- Adjustable Centering
- Joystick Control of Zoom & Focus
- Portable, Single-Operator Design

Why Zoom?

Learn More. Comprehensively survey city infrastructure in weeks, not months or years.

Spent Less. A fraction the cost of a crawler (and requiring only one operator), QuickView lets you inspect for just \$0.15/foot.

Get Overhead. QuickView travels by car and recharges overnight; no van or generator needed.

Up to 250' in 18" Lines

Up to 400' in 48" Lines

An adjustable tilting foot secures a centerline view for optimum illumination and detail.



An optional manhole kit doubles field of view and diffuses illumination for inspection of near targets.



QuickView displays target distance, pipe diameter, manhole diameter and mainline depth on-screen.



Envirosight
SPECIALISTS IN PIPELINE INSPECTION

Battery Recharge Interval ?? hr. Weight (pole camera / vest) ?? / ?? lb.
 Battery Type NiMH Ratings 

System Components Adjustable reflective mesh safety vest with padding to accommodate controls, battery, viewer/recorder and cable 30' cable with 5-year warranty Rechargeable battery pack with vehicle charger Joystick controls Telescoping carbon fiber pole 432:1 zoom camera head with focused HID lamps Hardshell transport case (X" x Y" x Z") for camera head, vest, controls, cable, battery and charger.

Imager Color 1/4" EXview HAD CCD Iris auto / manual
 Zoom 432:1 (32:1 optical; 12:1 digital) Shutter auto / manual
 Sensitivity 0.7 lux Construction clear anodized aluminum
 Focus auto / manual / macro Submersion 150'

Lamps dual 14W HID Projection 6° by parabolic reflector
 Output ??,000 lumens at 7' (combined) Color Temp. ??°K

Extended Length	18'	24'	30'
Contracted Length	5'	6'9"	7'1"
Weight	3.4 lb	3.8 lb	4.0 lb
Segments	4	4	5
Centering Capability	6-48" (larger with drop line attachment; see below)		
Pole Construction	Carbon Fiber		

Zoom/Focus Joystick Auto/Manual Focus Select Lamp Switch (dual/single/off) Battery Charge Indicator Menu/Measure Button (measurement of target distance, pipe/manhole diameter, and manhole depth; language/units setup; measurement calibration; onscreen titling) Power On/Off

Digital Viewer/Recorder: View footage on X" color LCD; capture HD video to DV cassette and stills images to MemoryStick; upload image and video directly to PC. (Fits in QuickView holster.)

Tank/Manhole Viewing Kit: Double QuickView's field of view and diffuse its illumination.

Drop-Line Extension: Keep your view centered while inspecting drop lines.

Pole Extensions: Extend the length of your QuickView pole 6-18'.



- ▷ \$1000 EnviroSight Credit Toward ROVVER, SuperVision or VeriSight System with Purchase
- ▷ Largest Network of Service/Training Centers Across North America



Represented & Serviced by:

Headquarters:



www.envirosight.com

toll-free: (866) 936-8476
 phone: (973) 252-6700
 fax: (973) 252-1176

111 Canfield Ave, Unit B3
 Randolph, NJ 07869

Service Locations Worldwide





State Bid
~~FOR~~

January 9, 2009

Mr. Leo Jacobs
City of Sedro Woolley
720 Murdock Street
Sedro Woolley, Washington 98284

RE: Quotation, New 2009 Vac-Con 312/1300 L H A

Dear Leo,

Enviro-Clean Equipment Inc. is pleased to quote the following Vac-Con Combination Sewer and Catch Basin Cleaner based on the pricing established with the State of Washington.

- **Models:**
 - Vac-Con, Model V312/1300 L H A
 - International, Model 7600 6 X 4

- **Debris Tank:**
 - 12 Cubic Yard, Cor-Ten Steel Debris Tank
 - 50 Degree Hydraulic Scissor Dump Mechanism, Power Up & Down
 - Full Opening Hydraulic Rear Door
 - Hydraulic Locking Rear Door
 - 6" Knife Valve On Rear Drain with Cam-Lock, 10' x 6" Drain Hose
 - Debris Body Flush Out System (6 Jets)
 - Remote Debris Tank Lube Manifold
 - Rear Splash Guard
 - Swing Style Wear Plate for Rear Drain

- **Water System:**
 - 80 GPM at 2,000 PSI Water Pump
 - Variable Flow Jetting System — ?
 - 1300 Gallon Capacity Polyethylene Water Tanks
 - Retractable Handgun Hose Reel With 50' x ½" Hose
 - Hydro-Excavation Package
 - Front & Rear Handgun Connections with Shutoff
 - Y-Type Pre-Tank Water Filter

- **Auxiliary Engine:**

- Deutz, 131 HP, Auxiliary Diesel Engine, (Drives Water Pump)
- Auxiliary Engine Remote Oil Drain
- **Nozzles:**
 - (1) 30° Radial Nozzle 80 GPM @ 2,000 PSI
 - (1) Penetrator Nozzle 80 GPM @ 2,000 PSI
 - Aluminum Storm Nozzle
 - Storm Nozzle Pipe Assembly
- **Hose Reel:**
 - Front Mounted, 800' Capacity Reel
 - 180° Hydraulic Articulation
 - Hydraulic Outrigger Leg
 - Automatic Level Wind Guide
 - 600' x 1", 2,500 PSI Sewer Hose
 - 10' x 1" Leader Hose
 - (2) 12 Volt Power Receptacle
 - Hose Footage Counter
- **Vacuum System:**
 - Three Stage Centrifugal Compressor Vacuum System, (3,500 CFM @ 200" H2O)
 - Hydrostatic Vacuum Blower Drive System
 - Vacuum Breaker Over Fill Protection System
 - 10' Telescoping Boom With 6-way Hydraulic Power Control, 240° Rotation, And Joystick.
 - Wireless Remote Control
 - 20' of 8" Aluminum Suction Tubes; (1) 6.5' Catch Basin Tube, (1) 6' Extension Tube, (1) 5' Extension Tubes, (1) 3' Extension Tube
 - (4) 8" Quick Clamps
 - Hydraulic Folding Pipe Racks (Drivers & Curbside Tank Mounted)
 - Remote Boom Lube Manifold
 - Centrifugal Compressor Flushout System
 - Vacuum Breaker Override Switch (Vacuum & Drive)
 - Circular Operator Handle
- **Lighting and Safety Equipment:**
 - (2) Strobe Lights Front & Rear Mounted
 - Handheld Spot Light with 50' Retractable Cord
 - Flood Light Auxiliary Engine Work Area
 - Boom Mounted Flood Lights
 - ICC-LED Lighting Package
 - Low Water Alarm with Light
 - Body Load Limit Alarm Level Indicator
 - Lighting To Meet D.O.T. Specifications
 - All Necessary Controls And Gauges

- Back Up Alarm
- Front Tow Hooks
- **Tool Storage:**
 - Storage Behind Cab 16" x 42" x 96"
- **Paint:**
 - White Cab and Body
 - Blue Reflective Striping:
 - Body Side Stripes
 - Rear Chevrons
- **Truck Chassis:**
 - International, Model 7600 6 X 4
 - WSDOT Contract (See Specification)
 - Automatic Transmission
 - Air Conditioning
 - AM/FM Stereo Radio
- **Miscellaneous:**
 - Mounting on Chassis
 - Operator Training, 1 Day
 - Delivery to City of Sedro Woolley

Price	\$305,710.37
Washington State Sales Tax 8.3%	<u>\$25,373.96</u>
TOTAL	\$331,084.33

Thank you for your interest in Vac-Con. If you require additional information please contact me directly. Our phone number is (800) 200-8480.

Sincerely,
Jim Lowe
Enviro-Clean Equipment

CITY OF SEDRO WOOLLEY VAC-CON
Washington State Contract Adds & Deducts

Washington State Contract:

\$272,808.94

DEDUCTS

300" 1 1/4" Sewer Hose	(See Add for 600' x 1" Sewer Hose)	
6" Air Gap		319.67
6" Clamp		38.27
8" to 6" Flange Reducer		139.58
6" Circular Operator Handle		198.10
Flush-Out Rear Valve		389.34
Special Pendant with Reel		959.00
Hose Tensioner		764.00
Water Pump Over Speed Light		318.00
6" x 3' Catch Basin Tube		295.00
6" x 7' Aluminum Pipe Extension		249.00

Total Deductions:

<\$3,669.96>

ADDITIONS

1300 Gallon Water Tank Capacity	4,022.00
10' Telescoping Boom	10,249.78
Auxiliary Engine Remote Oil Drain	207.11
Fan Flushout System	899.67
Wear Plate Swing Style (Debris Body Drain)	772.14
Hydro Excavation Package	4,434.51
Auto Levelwind Guide	4,484.36
Vacuum Override Switch	129.89
Over Weight Debris Warning System	510.10
600' x 1" Sewer Hose	540.00
6" Knife Valve in Lieu of 5" Butterfly	547.26
Flood Light Aux Engine Area	231.88
ICC LED Lighting Package	1,182.53
Wireless Remote Control	3,478.00
Variable Flow Valve	320.01
*Remote Boom Grease Manifold	1,787.05
*Remote Debris Tank Manifold	1,926.10
*Remote Articulating Hose Reel Manifold	849.00

Total Additions:

\$36,571.39

TOTAL PRICE:

\$305,710.37



Sales Group

PORTLAND - SEATTLE

July 28, 2008

City of Sedro-Woolley, WA
Attn: Mark Freiburger

Subject: Sewer Combination Cleaner Truck, Camel 200

Dear Mark,

Thanks for your interest in the Camel Sewer Combination Cleaner. We are pleased to provide the following quote on the unit than will be demonstrated to your staff:

1) One (1) Super Products Camel 200 Combination Sewer Cleaner **New Demo Unit** equipped as follows:

- Ejector Type Camel 200/10.8 Cu. Yd. Combination Unit
- Hydraulically Operated Internal Boom Flapper Valve
- 6" Diameter Front Body Drain Valve
- Quick Disconnect For 6" Body Drain Hose
- Wireless remote pendant for boom controls
- Hydraulic Tailgate Power Open
- Super Pak Dewatering and Compaction System
- Rear Splash Shield, Internal flush-out
- Rear Gravity Drain Plumbed to Front Operator Station - 3" Dia. -Front Drain
- Flat Rear Tailgate Includes Hydraulic Tailgate Latches.
- Remote Grease Fitting Plumbing – Jackshafts & Boom
- Dual Fill System With Strainer
- Tapered Cyclone Externally Mounted Separator with Clean-Out Door and Bottom Drain. Pleated Final Filter
- Vacuum Relief Vent Door - Open/Close - Control at Operator Station
- 8" Vacuum System - Dresser PD Model 624 - 18"Hg.
- 8' Telescoping Boom
- Boom Pendant (Basic Model Plus Flapper and Boom Telescoping Control)
- Boom Cradle
- 8" Heavy Duty Boom Elbow
- 1500 gallon water capacity
- 80GPM At 2000 PSI Water System 1", Hydrostatic Drive
- Air purge. Drain valves on water pump
- 50 retractable hose reel for hand guns

Your Source for Quality Municipal Equipment, Parts & Accessories.

- Vary Flow Independent Water Control System
- Front Mounted Rotating Hose Reel, 600' Capacity For 1" Sewer Hose
- Hose Reel Counter, Digital Readout , blower and pump hour meters
- Emergency Kill Switch
- Engine Tachometer with Hour Meter
- Low Water Warning Light and Alarm
- Strobe Light, Amber, Front Mounted
- Strobe Light, Amber, Body Mounted
- Flashing Warning Arrow Board
- Handlight with 15' Cord
- Automatic Reset Circuit Breakers
- LED Lights Stop & Turn
- Hydraulic Assist Fold Down Tube Rack (Total Capacity 6 Tubes)
- Aluminum Fenders
- 2 1/2 Lb "BC" Dry Chemical Fire Extinguisher with Mounting Bracket.
- Highway Warning Triangles (3) With Plastic Storage Box - Mounted In Cab.
- Open Tool Tray Located on Power Unit
- Toolbox - Aluminum - 18" X 18" X 60"
- Safety Cone Rack With 6 - 28" Cones
- 2007 Sterling LT7500 Tandem Chassis
- Enamel Paint Finish - White
- Remote throttle control at dump controls
- Caterpillar C-9 335 HP Engine
- Allison RDS 3000/3500 Series
- Hydro Excavation Accessory Kit, Super Dig Tube
- 2 Manuals, Operator Training
-

List price \$283,914.00

Demo Purchase Price, F.O.B. Sedro-Woolley, WA	\$268,767.00
8.0% Sedro-Woolley Sales Tax	21,501.36
0.3% WA Motor Vehicle Tax	<u>806.30</u>
TOTAL	\$291,075.26

Demo Unit—Subject to Prior Sale or New Order Subject to Availability of 2007 TIER II Chassis (for 2008 TIER III Chassis add \$19,826). = \$ 310,901

If there are questions or a need for further information, please contact me at (503) 708-1928. Thank you for the opportunity to submit our proposal.

Best regards,

FEB 11 2009

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

Memorandum

To: City Council

Date: 2/3/2009

Re: Admissions tax, check-handling charge & claims against the City

Issue: Should Municipal Code sections addressing admission tax, check-handling charge & claims against the City be updated?

Background: The majority of these recommended updates are minor in nature. These code sections have not kept up with changes in society, technology and good business practices.

Admission Tax: The tax rate is currently “one cent for each twenty-five cents or fraction thereof paid for the admission charge”. Clearer wording of “four percent of the admission charge” would result in the same tax rate. Also language concerning free and reduced prices is eliminated. If passed, non-profit, tax-exempt organizations would join schools as exempt from admission tax. The City no longer offers a certificate of registration as required in this code section, having replaced it with the City business license. The penalty for violation is updated to the current criminal code levels.

Attached is a red-line of the code showing the changes as well as a draft, proposed ordinance.

Check-Handling Charge: The City currently charges a fee of \$15 for checks which are dishonored for payment. The City of Burlington charges \$30 and Anacortes & Mount Vernon each charge \$20. We propose changing the fee to \$30 to more accurately reflect the processing costs to the City which is a lower fee than that charged by many local merchants.

Attached is a red-line of the code showing the changes as well as a draft, proposed ordinance.

Claims Against the City: The proposed changes to this code section reflect changes to generally accepted internal controls regarding payment of invoices since 1899. Also, I’m not sure you would want to hear the reading of all warrant information at each Council meeting.

Attached is a red-line of the code showing the changes as well as a draft, proposed ordinance.

Recommendations: By motion, approve Ordinance No. _____-09 amending the admission tax.

By motion, approve Ordinance No. _____-09 amending the check-handling charge.

By motion, approve Ordinance No. _____-09 amending the section of the code dealing with claims against the city.

Chapter 3.04

ADMISSION TAX

Sections:

- 3.04.010 Definitions.
- 3.04.020 Imposition.
- 3.04.060 Price required on ticket.
- 3.04.070 Payment and collection.
- 3.04.080 ~~Business License.~~
- 3.04.090 Temporary or transitory amusement.
- 3.04.100 Rules and regulations.
- 3.04.110 Penalty for violations.

Deleted: 3.04.030 . When tax not applicable.¶
 3.04.040 . Free admissions.¶
 3.04.050 . Some charges less than others.¶

Deleted: Certificate of registration

3.04.010 Definitions.

For the purpose of this chapter, words and phrases shall have the following meanings:

“Place” includes, but is not restricted to, theaters, ~~public dances, haunted houses, skating rinks,~~ amphitheaters, auditoriums, stadiums, athletic pavilions and fields, baseball and athletic parks, circuses, sideshows, outdoor amusement parks, and such attractions as merry-go-rounds, ferris wheels, ~~roller coasters, other carnival and circus rides, sideshows, go-kart tracks and observation towers.~~

“Person” means any individual, receiver, assignee, firm, copartnership, joint venture, corporation, company, joint stock company, association, society, or any group of individuals acting as a unit, whether mutual, fraternal, nonprofit, or otherwise. (Ord. 433 § 1, 1943)

Deleted: dodge *ems

Deleted: including a tax upon persons who are admitted free of charge or at reduced rates for which other persons pay a charge or a regular higher charge for the same or similar privileges or accommodations

Deleted: one cent for each twenty-five cents or fraction thereof paid for the admission charge

Deleted: 3.04.030 . When tax not applicable.¶
 . Whenever the admission charge is ten cents or less no tax shall be payable, nor shall any tax be paid, by any bona fide employee of the place, or by any federal, state, or municipal officer or employee on official visits, or by any child under twelve years of age admitted free. (Ord. 516 § 1 (part), 1954: Ord. 433 § 2(b), 1943)¶

3.04.020 Imposition.

There is hereby levied and imposed upon every person (including children, without regard to age) who pays admission to any place, ~~a tax in the amount of, four percent (4%) of the admission charge;~~ provided however, that no admission charge shall be levied for persons admitted for any activity of any elementary or secondary school, ~~church or religious organization, non-profit tax exempt organization as described in SWMC 5.04.010.B.6..~~ (Ord. 809 § 9, 1975: Ord. 516 § 1 (part), 1954: Ord. 433 § 2(a), 1943)

Deleted: 3.04.040 . Free admissions.¶
 . Whenever any person is admitted free or at reduced rates to any place, at a time when and under circumstances where an admission charge is made to other persons for the same or similar accommodations, a tax shall be payable by the person so admitted in an amount equal to the tax payable by such other person for the same or similar accommodations. (Ord. 516 § 1 (part), 1954: Ord. 433 § 2(c), 1943)¶

3.04.060 Price required on ticket.

The price (exclusive of the tax to be paid by the person paying for admission) at which every admission ticket or card is sold shall be conspicuously and indelibly printed or written on the face or back of that part of the ticket which is to be taken up by the management of the place to which admission is gained; and it is unlawful for any person to sell any admission ticket or card on which the name of the vendor or the price is not so printed, stamped, or written, or to sell an admission ticket or card at a price in excess of the price printed, stamped, or written thereon. (Ord. 433 § 3, 1943)

Deleted: 3.04.050 . Some charges less than others.¶
 . Whenever the charge to women and children for admission to any place is less than the charge to men, or when such persons are regularly admitted free, the lesser charge is not to be deemed to be a reduced rate under this chapter, and the amount of the tax payable hereunder by such persons shall be determined by the amount of the actual admission charge paid. (Ord. 516 § 1 (part), 1954: Ord. 433 § 2(d), 1943)¶

3.04.070 Payment and collection.

Every person receiving any payment for admissions on which a tax is levied under this chapter shall collect the amount of the tax imposed from the person making the admission payment. ~~Whenever tickets are sold by a person outside of the City limits for an event located within the City limits, that person shall collect the admission tax imposed thereon.~~ The tax required to be collected under this chapter shall be deemed to be held in trust by the person required to collect the same until paid to the Finance Director as herein provided. Any person required to collect the tax imposed under this chapter who fails to collect the same, or, having collected the same, fails to remit the same to the Finance Director in the manner prescribed by this chapter, whether such failure be the result of his own act or the result of acts or conditions beyond his control, shall nevertheless be personally liable to the city for the amount of such tax, and shall, unless the remittance be made as herein required, be guilty of a violation of this chapter.

Deleted: city treasurer

Deleted: city treasurer

The tax imposed by this chapter shall be collected at the time admission charge is paid by the person seeking admission to any place and shall be reported and remitted by the person receiving the tax to the Finance Director in monthly installments and remittances therefor on or before the fifteenth day of the month following the end of the month during which the tax was collected or received. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the city treasurer, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the Finance Director unless the check is honored and is in full and correct amount.

Deleted: city treasurer

Deleted: city treasurer

The person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the Finance Director may require, showing the amount of the tax upon admissions for which he is liable for the preceding monthly period, and shall sign and transmit the same to the city treasurer with a remittance for the amount; provided, that the Finance Director may in his discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he may deem necessary to determine correctly the amount of tax collected and payable. Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature, of which the Finance Director shall be the judge, the Finance Director may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of exhibition, or at any conclusion of the series of performances or exhibitions, or at such other times as the Finance Director shall determine; and failure to comply with any requirement of the Finance Director as to report and remittance of the tax as required shall be a violation of this chapter. The books, records and accounts of any person collecting a tax herein levied shall, as to admission charges and tax collections, be at all reasonable times subject to examination and audit by the Finance Director. (Ord. 433 § 4, 1943)

Deleted: city treasurer

Deleted: Certificate of registration

Deleted: city treasurer

Deleted: city treasurer

Deleted: certificate of registration, the fee for which shall be one dollar

Deleted: which certificate shall continue valid until the thirty-first of December of the year in which the same is issued.

Deleted: certificate of registration

Deleted: city treasurer

3.04.080 Business License.

Any person conducting or operating any place for entrance to which an admission charge is made shall, on a form prescribed by the Finance Director, make application to and procure from the Finance Director a business license, ~~Such license,~~ or duplicate original copies thereof to be issued by the Finance Director without additional charge, shall be posted in a conspicuous place in each ticket or box office where tickets of admission are sold. (Ord. 433 § 5, 1943)

Deleted: certificate of registration

Deleted: city treasurer

3.04.090 Temporary or transitory amusement.

Whenever a business license is obtained for the purpose of operating or conducting a temporary or transitory amusement, entertainment or exhibition by persons who are not the owners, lessees or custodians of the buildings, lots or places where the amusement is to be conducted, the tax imposed by this chapter shall be reported and remitted as herein provided by the owner, lessee or custodian, unless paid by the person conducting the place. The applicant for a business license for such purpose shall furnish with the application therefor the name and address of the owner, lessee or custodian of the premises, and such owner, lessee or custodian shall be notified by the Finance Director of the issuance of such license and the joint liability for collection and payment of such tax. (Ord. 433 § 6, 1943)

Deleted: certificate of registration

Deleted: certificate of registration

Deleted: treasurer

Deleted: certificate

3.04.100 Rules and regulations.

The Finance Director shall have power to adopt rules and regulations not inconsistent with the terms of this chapter for carrying out and enforcing the payment, collection, and remittance of the tax herein levied; a copy of such rules shall be kept by the Finance Director for public examination, and failure or refusal to comply with any such rules shall be deemed a violation of this chapter. (Ord. 433 § 7, 1943)

Deleted: city treasurer

Deleted: city treasurer

3.04.110 Penalty for violations.

Each violation or failure to comply with the provisions of this chapter shall constitute a separate offense and shall subject the offender to a fine of not to exceed one thousand dollars, or to imprisonment in the city jail for not to exceed ninety days, or to both such fine and imprisonment. (Ord. 433 § 8, 1943)

Deleted: three hundred

Ordinance No.

**AN ORDINANCE AMENDING SWMC 3.04, THE CITY ADMISSION TAX, TO
DELETE CERTAIN SECTIONS AND AMEND OTHER SECTIONS
CONSISTENT WITH CURRENT NEEDS**

Whereas, the City Council adopted the Admissions Tax in 1943 and made some minor adjustments to it in 1975;

Whereas, the City Council of the City of Sedro-Woolley wishes to implement policies that make sense and reflect current needs and practices;

Whereas, the City Council of the City of Sedro-Woolley finds that it is in the best interest of the City and the people of the City to amend SWMC 3.04 as attached hereto as Appendix A.

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

Section 1. Sedro-Woolley Municipal Code 3.04 is hereby amended as set forth on the attached Appendix A and incorporated by reference.

Section 2. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. This ordinance shall take effect after passage, approval and publication as provided by law.

Passed and approved this 11th day of February, 2009.

MAYOR

Attest:

City Clerk

Approved as to form:

City Attorney

Appendix A

Chapter 3.04

ADMISSION TAX

Sections:

- 3.04.010 Definitions.**
- 3.04.020 Imposition.**
- 3.04.030 Price required on ticket.**
- 3.04.040 Payment and collection.**
- 3.04.050 Business License.**
- 3.04.060 Temporary or transitory amusement.**
- 3.04.070 Rules and regulations.**
- 3.04.080 Penalty for violations.**

3.04.010 Definitions.

For the purpose of this chapter, words and phrases shall have the following meanings:

“Place” includes, but is not restricted to, theaters, public dances, haunted houses, skating rinks, amphitheaters, auditoriums, stadiums, athletic pavilions and fields, baseball and athletic parks, circuses, sideshows, outdoor amusement parks, and such attractions as merry-go-rounds, ferris wheels, roller coasters, other carnival and circus rides, sideshows, go-kart tracks and observation towers.

“Person” means any individual, receiver, assignee, firm, co-partnership, joint venture, corporation, company, joint stock company, association, society, or any group of individuals acting as a unit, whether mutual, fraternal, nonprofit, or otherwise.

3.04.020 Imposition.

There is hereby levied and imposed upon every person (including children, without regard to age) who pays admission to any place, a tax in the amount of four percent (4%) of the admission charge; provided however, that no admission charge shall be levied for persons admitted for any activity of any elementary or secondary school, church or religious organization, non-profit tax exempt organization as described in SWMC 5.04.010.B.6.

3.04.030 Price required on ticket.

The price (exclusive of the tax to be paid by the person paying for admission) at which every admission ticket or card is sold shall be conspicuously and indelibly printed or written on the face or back of that part of the ticket which is to be taken up by the management of the place to which admission is gained; and it is unlawful for any person to sell any admission ticket or card on which the name of the vendor or the price is not so printed, stamped, or written, or to sell an admission ticket or card at a price in excess of the price printed, stamped, or written thereon.

3.04.040 Payment and collection.

Every person receiving any payment for admissions on which a tax is levied under this chapter shall collect the amount of the tax imposed from the person making the admission payment. Whenever tickets are sold by a person outside of the City limits for an event located within the City limits, that person shall collect the admission tax imposed thereon. The tax required to be collected under this chapter shall be deemed to be held in trust by the person required to collect the same until paid to the Finance Director as herein provided. Any person required to collect the tax imposed under this chapter who fails to collect the same, or, having collected the same, fails to remit the same to the Finance Director in the manner prescribed by this chapter, whether such failure be the result of his own act or the result of acts or conditions beyond his control, shall nevertheless be personally liable to the city for the amount of such tax, and shall, unless the remittance be made as herein required, be guilty of a violation of this chapter.

The tax imposed by this chapter shall be collected at the time admission charge is paid by the person seeking admission to any place and shall be reported and remitted by the person receiving the tax to the Finance Director in monthly installments and remittances therefore on or before the fifteenth day of the month following the end of the month during which the tax was collected or received. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the city treasurer, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the Finance Director unless the check is honored and is in full and correct amount.

The person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the Finance Director may require, showing the amount of the tax upon admissions for which he is liable for the preceding monthly period, and shall sign and transmit the same to the city treasurer with a remittance for the amount; provided, that the Finance Director may in his discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he may deem necessary to determine correctly the amount of tax collected and payable. Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature, of which the Finance Director shall be the judge, the Finance Director may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of exhibition, or at any conclusion of the series of performances or exhibitions, or at such other times as the Finance Director shall determine; and failure to comply with any requirement of the Finance Director as to report and remittance of the tax as required shall be a violation of this chapter. The books, records and accounts of any person collecting a tax herein levied shall, as to admission charges and tax collections, be at all reasonable times subject to examination and audit by the Finance Director.

3.04.050 Business License.

Any person conducting or operating any place for entrance to which an admission charge is made shall, on a form prescribed by the Finance Director, make application to and procure from the Finance Director a business license, Such license, or duplicate original copies thereof to be issued by the Finance Director without additional charge, shall be posted in a conspicuous place in each ticket or box office where tickets of admission are sold.

3.04.060 Temporary or transitory amusement.

Whenever a business license is obtained for the purpose of operating or conducting a temporary or transitory amusement, entertainment or exhibition by persons who are not the owners, lessees or custodians of the buildings, lots or places where the amusement is to be conducted, the tax imposed by this chapter shall be reported and remitted as herein provided by the owner, lessee or custodian, unless paid by the person conducting the place. The applicant for a business license for such purpose shall furnish with the application therefore the name and address of the owner, lessee or custodian of the premises, and such owner, lessee or custodian shall be notified by the Finance Director of the issuance of such license and the joint liability for collection and payment of such tax.

3.04.070 Rules and regulations.

The Finance Director shall have power to adopt rules and regulations not inconsistent with the terms of this chapter for carrying out and enforcing the payment, collection, and remittance of the tax herein levied; a copy of such rules shall be kept by the Finance Director for public examination, and failure or refusal to comply with any such rules shall be deemed a violation of this chapter.

3.04.080 Penalty for violations.

Each violation or failure to comply with the provisions of this chapter shall constitute a separate offense and shall subject the offender to a fine of not to exceed one thousand dollars, or to imprisonment not to exceed ninety days, or to both such fine and imprisonment.

Chapter 3.64

CHECK-HANDLING CHARGE

Sections:

- 3.64.010 Established.
- 3.64.020 Assessment authority.

3.64.010 Established.

There is established a check-handling charge for all checks or drafts payable to the city, which are dishonored for payment by the bank or institution upon which said checks or drafts are drawn, which check-handling charge shall be the sum of ~~thirty dollars (\$30.00)~~. (Ord. 1081 § 1, 1989)

Deleted: fifteen

3.64.020 Assessment authority.

The city ~~Finance Director~~ is authorized and directed to assess the check-handling charge in addition to, and as part of, the payment or obligation due or made to the city for which the dishonored check or draft was issued. (Ord. 1081 § 2, 1989)

Deleted: clerk-treasurer

- Anacortes \$20.00
- Burlington \$30.00
- Mount Vernon \$20.00

Deleted: ¶

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Ordinance No.

**AN ORDINANCE AMENDING SWMC 3.64, INCREASING THE CITY'S
CHECK HANDLING CHARGE**

Whereas, the City Council set the check handling charge in 1989 and has not adjusted it since that time;

Whereas, the City Council of the City of Sedro-Woolley wishes to establish a charge that is consistent with our neighbors and more closely reflects actual costs resulting from NSF checks;

Whereas, the City Council of the City of Sedro-Woolley finds that it is in the best interest of the City and the people of the City to amend SWMC 3.64 as attached hereto as Appendix A.

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

Section 1. Sedro-Woolley Municipal Code 3.64 is hereby amended as set forth on the attached Appendix A and incorporated by reference.

Section 2. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. This ordinance shall take effect after passage, approval and publication as provided by law.

Passed and approved this 11th day of February, 2009.

MAYOR

Attest:

City Clerk

Approved as to form:

City Attorney

Appendix A

Chapter 3.64

CHECK-HANDLING CHARGE

Sections:

3.64.010 Established.

3.64.020 Assessment authority.

3.64.010 Established.

There is established a check-handling charge for all checks or drafts payable to the city, which are dishonored for payment by the bank or institution upon which said checks or drafts are drawn, which check-handling charge shall be the sum of thirty dollars (\$30.00).

3.64.020 Assessment authority.

The city Finance Director is authorized and directed to assess the check-handling charge in addition to, and as part of, the payment or obligation due or made to the city for which the dishonored check or draft was issued.

Chapter 3.56

CLAIMS AGAINST THE CITY

Sections:

- 3.56.010 Form and presentation.
- 3.56.020 Referral to finance committee.
- 3.56.030 Temporary members of finance committee.

3.56.010 Form and presentation.

All claims and demands against the city with the exceptions of claims for damages sounding in tort, shall be submitted to the City Finance Director. All claims submitted shall contain the signature of the Department Head for whose Department said indebtedness was incurred, thereby verifying that the services or merchandise has actually been furnished to the City upon his or her authorization. The Finance Director is authorized to sign on behalf of the City Council for indebtedness incurred by express action of the Council. (Town Ord. 8 § 1, 1899)

Deleted: in writing, fully itemized

3.56.020 Referral to finance committee.

All claims and demands presented as provided by Section 3.56.010 shall be referred to the finance committee of the council for their recommendation at the next regular meeting of the council. The finance committee may recommend approval and payment by affixing their signature on the warrant register. (Town Ord. 8 § 2, 1899)

Deleted: and verified by the affidavit of the claimant, his agent or attorney, to the effect that the amount claimed is correct, is justly due and remains unpaid, and all claims when so ratified shall be filed with the city clerk and be by him registered in the record of demands and warrants, and shall be presented and read by the clerk at the next regular meeting of the council.

3.56.030 Temporary members of finance committee.

For the purpose of recommending approval and payment of bills, the mayor shall have power to appoint other members of the council in the finance committee to act temporarily in place of absent members. (Town Ord. 8 § 3, 1899)

Deleted: examination which committee shall diligently examine into and investigate the justice and validity of the claim, and report in writing on the claim, making such recommendation as in their judgment is just and right

Deleted: ;

Deleted: provided, that all bills representing stated salaries or other claimants fixed by ordinance or any contract with the city may be reported on by the committee and allowed at the same meeting at which the same is presented, and all other demands may be reported on and allowed at the same meeting at which the same is presented when so directed by an unanimous vote of the councilmen present at the meeting.

Deleted: auditing

Ordinance No.

**AN ORDINANCE AMENDING SWMC 3.56, DEALING WITH CLAIMS
AGAINST THE CITY**

Whereas, the City Council established the process for presenting claims against the City in 1899;

Whereas, the City Council of the City of Sedro-Woolley wishes to establish a claims process that reflects the current practices and needs of the City;

Whereas, the City Council of the City of Sedro-Woolley finds that it is in the best interest of the City and the people of the City to amend SWMC 3.56 as attached hereto as Appendix A.

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

Section 1. Sedro-Woolley Municipal Code 3.56 is hereby amended as set forth on the attached Appendix A and incorporated by reference.

Section 2. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. This ordinance shall take effect after passage, approval and publication as provided by law.

Passed and approved this 11th day of February, 2009.

MAYOR

Attest:

City Clerk

Approved as to form:

City Attorney

Appendix A

Chapter 3.56

CLAIMS AGAINST THE CITY

Sections:

- 3.56.010 Form and presentation.**
- 3.56.020 Referral to finance committee.**
- 3.56.030 Temporary members of finance committee.**

3.56.010 Form and presentation.

All claims and demands against the city with the exceptions of claims for damages sounding in tort, shall be submitted to the City Finance Director. All claims submitted shall contain the signature of the Department Head for whose Department said indebtedness was incurred, thereby verifying that the services or merchandise has actually been furnished to the City upon his or her authorization. The Finance Director is authorized to sign on behalf of the City Council for indebtedness incurred by express action of the Council.

3.56.020 Referral to finance committee.

All claims and demands presented as provided by Section 3.56.010 shall be referred to the finance committee of the council for their recommendation at the next regular meeting of the council. The finance committee may recommend approval and payment by affixing their signature on the warrant register.

3.56.030 Temporary members of finance committee.

For the purpose of recommending approval and payment of bills, the mayor shall have power to appoint other members of the council in the finance committee to act temporarily in place of absent members.