

Next Ord: 1635-09
Next Res: 792-09

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 25, 2009

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. *Swearing in of Councilman Thomas Storrs, Ward 3*
3. Consent Calendar

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

- a. Minutes from Previous Meeting
- b. Finance
 - Claim Vouchers #65745 to #65859 in the amount of \$215,116.50
 - Payroll Warrants #44488 to #44594 in the amount of \$181,275.25
- c. Resolution 791-09 declaring certain property as surplus and authorizing its disposition
- d. Award of Bid - Fork Lift Truck
- e. Agreement - Code Publishing
- f. Street Light Authorization Letter - PSE Intolight
4. Public Comment (Limited to 3-5 minutes)

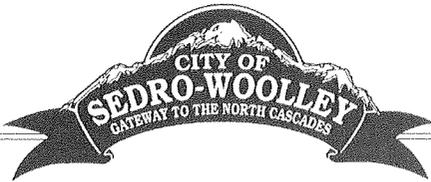
UNFINISHED BUSINESS

NEW BUSINESS

5. Resolution - Delegating change order authority on small works projects to the Public Works Director (*action - Resolution*)
6. Interlocal Agreement - Flood Storage in the Skagit River Basin (*action requested*)
7. Interlocal Agreement - Skagit PUD for the SR20/F&S Grade Road & Skagit Industrial Park Roadway Improvement Project (*action requested*)
8. Sewer Extension Agreements - Fruitdale/McGarigle Road Improvement Project (*action requested*)
9. 2009 Budget Amendment #1 (*action - Ordinance*)
 - a. proposed closure of golf course
10. Consultant Agreement for SEPA Review (*action requested*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

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



DATE: February 25, 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 25, 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 25 2009

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
February 11, 2009 – 7:00 P.M. – City Hall Council Chambers

The Meeting was called to order at 7:03 P.M.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Pat Colgan, Hugh Galbraith and Rick Lemley. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiburger, Planner Moore, Fire Chief Klinger and Police Chief Wood (Late).

Pledge of Allegiance

Councilmember Meamber presented a brief report on Councilmember Storrs. He noted he is recuperating and expects to be at the next meeting.

Consent Calendar

- Minutes from Previous Meeting (Including February 3, 2009 Work Session)
- 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
- Resolution #789-09 Designating the Skagit Valley Herald as the Official City Newspaper
- APP Purchase Agreement
- Final Acceptance – Phase 2 – SR20 Sewer Improvement Project
- Proposed Change Order 2 – SR-9/Township Trenchless Sanitary Sewer Project
- Amendment 1 to Professional Services Agreement for Construction Services – Reichhardt & Ebe Engineering
- Possible Bid Award – 2009-2010 Sanitary Sewer Lift Station Backup Generator Maintenance – Legacy Telecommunications Inc.
- Resolution #790-09 Declaring Certain Property as Surplus and Authorizing its Disposition

Councilmember Lemley moved to approve the consent calendar Items A through I. Seconded by Councilmember Splane. Motion carried (5-0).

Special Presentation

Shane Walley – Parks & Facilities Supervisor, made a special presentation to Don and Wilma Hartze, Riverfront Park Caretakers upon their retirement as caretakers. He stated they have been the caretakers since 2003 and have done an outstanding job and will be greatly missed.

Don Hartze thanked the City for the opportunity and stated the City is extremely lucky to have the Parks personnel they have. They have enjoyed their time as caretakers.

Public Comment

No Public Comment

NEW BUSINESS

Possible Bid Award – SR20/F&S Grade Road and Skagit Industrial Park Roadway Improvement Project – Interwest Construction, Inc.

Engineer Freiburger reviewed background information and bid results for the SR20/F&S Grade Road and Skagit Industrial Park Roadway project. He noted that the top three bids were deemed non responsive due to the failure to meet the federal Disadvantaged Business Enterprise requirements for the project as required by federal regulations. He noted one company had appealed and the proper procedures have been followed in the review. The bid is approximately 30% under the engineer's estimate and staff recommendation is to award the bid to Interwest Construction Inc.

Council discussion ensued regarding the project and bid process.

Councilmember Galbraith moved to award the SR20/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. Seconded by Councilmember Lemley.

Councilmember Galbraith moved to adopt Resolution No. 791-09 A Resolution of the City of Sedro-Woolley, Washington, Awarding the Bid and Authorizing the Public Works Director to Manage the SR20/F&S Grade Road and Skagit Industrial Park Roadway Improvement Project and Delegating Authority to Approve Change Orders. Councilmember Meamber seconded.

Supervisor Berg noted the resolution awards the bid and authorized change order authority to the City Engineer and presented a brief explanation of the details.

Discussion ensued to include a change order cap.

Mayor Anderson restated the first motion. Motion carried (5-0).

Mayor Anderson restated the second motion. Motion carried (5-0).

Possible State Bid Acquisition – Stormwater Catch Basin Cleaner Truck Acquisition – Owens Equipment Company Vactor 2110J6

Engineer Freiburger presented background information on the request to purchase a Stormwater Catch Basin Cleaner Truck utilizing the State bid. The purchase includes a trade in of the 1996 Vactor unit in exchange for a camera unit. Staff recommendation is to proceed with the purchase.

Councilmember Meamber moved to authorize to proceed with the acquisition of a Vactor 2110 J6 under the state bid systems 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. Councilmember Splane seconded.

Discussion was held regarding the necessity of multiple nozzle sizes.

Motion carried (5-0).

Police Chief Wood introduced Matt Vollans the newest police officer. Vollans recently graduated from the Police Academy and is currently working under the direction of Officer Holmberg for his field training.

Vollans addressed the Council and presented a brief personal background being a Sedro-Woolley High School graduate and stated he is looking forward to working with the Department.

Municipal Code Updates

- a. Admissions Tax Ordinance
- b. Check-handling Charge Ordinance
- c. Claims Against the City Ordinance

Finance Director Nelson noted as an ongoing review of the City code it was found some of the sections were extremely out of date. She noted the changes are minor in nature and reviewed the changes as follows:

Admissions Tax – the change would allow for clearer wording but would result in the same tax rate. It also allows for non-profit, tax exempt organizations as being exempt from the admissions tax.

Check Handling Charge – also known as NSF fees would increase from the current \$15.00 to \$30.00 which would bring more in line with the time involved as well as being more consistent with the bank charges.

Claims Against the City – would change internal controls regarding payment of invoices from 1899.

Councilmember Lemley moved to approve Ordinance No. 1632-09 An Ordinance Amending SWMC 3.04, the City Admission Tax. Seconded by Councilmember Splane. Motion carried (5-0).

Councilmember Lemley moved to approve Ordinance No. 1633-09 An Ordinance Amending SWMC 3.64, Increasing the City's Check Handling Charge. Seconded by Councilmember Colgan. Motion carried (5-0).

Councilmember Lemley moved to approve Ordinance No. 1634-09 An Ordinance Amending SWMC 3.56, Dealing with Claims Against the City. Seconded by Councilmember Splane. Motion carried (5-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Councilmember Meamber – questioned the status of the walking trail he inquired about at the last meeting, noting he would like to see the project start as soon as possible.

City Supervisor/Attorney Berg reported that the potential is there to do something at the right of way but there is no funding within the 2009 budget.

Finance Director Nelson – reported the 2008 financial reports are completed and are currently under review. She noted that all of her tasks are completed which will allow her to proceed with her planned sabbatical which begins on Saturday.

City Supervisor/Attorney Berg –reported that the real estate transaction that was discussed in Executive Session at the last meeting has fallen through due to the recent changes in the County's Critical Areas code. Berg also reported that he and the Mayor will be attending the AWC conference next week and they will be meeting with legislators on several items. He also reviewed a memo to staff regarding the 2009 budget implementing a spending freeze on all items not necessary to the day to day operations. He noted currently there is no problem with the budget but is taking a protective process to preserve cash by deferring purchases. He also discussed rescheduling the Public Safety committee meeting which was to be held tomorrow. Discussion ensued with the meeting rescheduled to February 25, 2009 at 6:00 P.M. just prior to the next Council meeting.

Engineer Freiburger – reviewed his written report highlighting the Metcalf Street Trenchless Sewer Project, the Township Sewer project, the Fruitdale/McGargile road Improvement project which is at 100% design and plans have been submitted to DOT. The necessary right of way acquisitions are close to being completed and the environmental clearance is almost complete as well. Freiburger noted they are moving ahead on stormwater management and exploring grant opportunities through FEMA. He also reported there will be some upcoming Ordinance revisions to come before Council at a later date. The Fruitdale/McGargile project will be ready for advertisement around the second week in March. This project has also been made the major project within the proposed Stimulus package. The City's Safety committee has conducted a review of all

City facilities for any safety related concerns and he noted the Street Department is busy cleaning up after the winter sanding.

Funding on the McGargile project was discussed as well as questions regarding the Fruitdale sewer line.

Planner Moore – reported on the Citizens Selection Committee for the environmental review of the Deluxe project has selected a firm called AHBL. Moore noted that the materials will be delivered sometime next week. AHBL estimates it will take approximately three weeks for review plus the open comment period which would take up to two months to finalize.

Fire Chief Klinger – noted the delivery of a scissor lift that was approved by Council at the last meeting. He also noted the price came in under the authorized amount.

Councilmember Colgan – questioned the status of the street light.

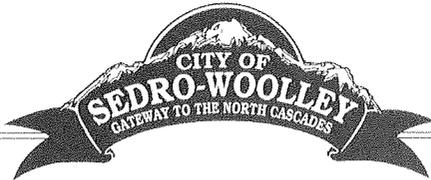
City Supervisor/Attorney Berg noted that he will check to see how the retrofitting is progressing.

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

The meeting adjourned at 7:50 P.M.

FEB 25 2009

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 36



DATE: February 25, 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 25, 2009.

Motion to approve Claim Vouchers #65745 to #65859 in the amount of \$215,116.50.

Motion to approve Payroll Warrants #44488 to #44594 in the amount of \$181,275.25.

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
65745	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP SWR	947.00
		MISC-FILING FEES/LIEN EXP SAN	653.00
		OPERATING SUPPLIES SWTR	126.00
		WARRANT TOTAL	1,726.00
65746	ACTION COMMUNICATIONS INC	OPERATING SUPPLIES FD	150.08
		WARRANT TOTAL	150.08
65747	ALL-PHASE ELECTRIC	REPAIRS/MT-COMMUNITY CTR PK	82.09
		WARRANT TOTAL	82.09
65748	ALPINE FIRE & SAFETY	SAFETY EQUIPMENT ST	252.74
		WARRANT TOTAL	252.74
65749	ARCHAEOLOGY	BOOKS, PERIOD, RECORDS LIB	21.95
		WARRANT TOTAL	21.95
65750	ARAMARK UNIFORM SERVICES	LAUNDRY CS	43.49
		LAUNDRY PK	24.86
		LAUNDRY PK	78.35
		LAUNDRY PK	24.86
		LAUNDRY PK	78.35
		LAUNDRY PK	24.86
		MISC-LAUNDRY CEM	24.09
		MISC-LAUNDRY ST	27.12
		MISC-LAUNDRY ST	22.90
		LAUNDRY SWR	46.88
		LAUNDRY SWR	25.79
		WARRANT TOTAL	421.55
65751	ASSOCIATION OF WA CITIES	RETIRED MEDICAL PD	8,426.10
		WARRANT TOTAL	8,426.10
65752	ASSOC PETROLEUM PRODUCTS	AUTO FUEL/DIESEL FD	318.06
		AUTO FUEL/DIESEL PK	143.23
		AUTO FUEL/DIESEL ST	214.63
		AUTO FUEL/DIESEL ST	174.01
		AUTO FUEL/DIESEL SWR	164.11
		AUTO FUEL/DIESEL SWR	115.85
		AUTO FUEL/DIESEL SAN	35.23
		AUTO FUEL/DIESEL SAN	1,458.23
		AUTO FUEL/DIESEL SWTR	149.70
		WARRANT TOTAL	2,773.05
65753	AT&T MOBILITY	TELEPHONE PD	824.79
		WARRANT TOTAL	824.79
65754	BANK OF AMERICA	MISC-TUITION/REGISTRATION PLN	495.00
		OPERATING SUP - PARKS SHOP PK	57.15
		OPERATING SUP - BINGHAM PARK	158.74
		OPERATING SUPPLIES SWR	70.96
		WARRANT TOTAL	781.85

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65755	BANK OF AMERICA	MACHINERY AND EQUIPMENT	FD	504.00
		MACHINERY AND EQUIPMENT	FD	396.00
		MACHINERY AND EQUIPMENT	FD	890.35
		WARRANT TOTAL		782.35
65756	BANK OF AMERICA	SOFTWARE IMPLEMENTATION	IT	49.95
		REPAIR-MAINTENANCE SUPPLIES	IT	41.90
		WARRANT TOTAL		91.85
65757	BANK OF AMERICA	PROFESSIONAL SERVICES	FIN	174.24
		PROFESSIONAL SERVICES	FIN	684.43
		WARRANT TOTAL		858.67
65758	BAY CITY SUPPLY	OPERATING SUP - PARKS SHOP	PK	211.05
		OPERATING SUP - COMM CENTER	PK	175.01
		OPERATING SUP - COMM CENTER	PK	76.87
		OPERATING SUP - SENIOR CTR	PK	135.38
		OPERATING SUP - CITY HALL	PK	146.96
		OPERATING SUP - CITY HALL	PK	69.55
		OPERATING SUP - CITY HALL	PK	533.63
		OPERATING SUP - CITY HALL	PK	184.39
		OPERATING SUP - LIBRARY	PK	254.49
		OPERATING SUP - HAMMER SQ	PK	86.75
		WARRANT TOTAL		1,874.08
65759	BERG VAULT COMPANY	OPERATING SUPPLIES	ST	234.00
		WARRANT TOTAL		234.00
65760	BLUMENTHAL UNIFORM & EQUP	UNIFORMS/ACCESSORIES	PD	181.98
		WARRANT TOTAL		181.98
65761	BOULDER PARK, INC	SOLIDS HANDLING	SWR	7,741.62
		WARRANT TOTAL		7,741.62
65762	BOUND TREE CORPORATION	OPERATING SUPPLIES	FD	63.20
		WARRANT TOTAL		63.20
65763	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
65764	CAL-PACIFIC PRODUCTS	MAINTENANCE OF LINES	SWR	196.46
		OPERATING SUPPLIES	SWR	204.12
		WARRANT TOTAL		400.58
65765	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	5,218.34
		PUBLIC UTILITIES	PD	120.02
		UTILITIES-COMMUNITY CTR	PK	250.23
		UTILITIES-SENIOR CENTER	PK	750.28
		UTILITIES-HAMMER SQUARE	PK	178.21
		UTILITIES - SHOP	PK	261.31
		UTILITIES - SHOP	PK	92.33
		PUBLIC UTILITIES	ST	405.38

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES	LIB	384.59
		PUBLIC UTILITIES	SWR	540.15
		PUBLIC UTILITIES	SAN	667.17
		WARRANT TOTAL		8,868.01
65766	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	17.60
		WARRANT TOTAL		17.60
65767	CITIES INSURANCE ASSOC.	REPAIR & MAINT - AUTO	PD	750.00
		WARRANT TOTAL		750.00
65768	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	21.58
		SUPPLIES	FIN	14.03-
		SUPPLIES	FIN	42.66
		SUPPLIES/BOOKS	PLN	37.36
		SUPPLIES/BOOKS	PLN	15.80
		SUPPLIES	ENG	96.85
		SUPPLIES	ENG	15.80
		OFFICE/OPERATING SUPPLIES	PD	60.47
		OFF/OPER SUPPS & BOOKS	INSP	29.37
		OFF/OPER SUPPS & BOOKS	INSP	15.81
		WARRANT TOTAL		321.67
65769	COMPLETE WIRELESS TECHNOLOGIES	REPAIRS/MAINT-EQUIP	FD	53.00
		WARRANT TOTAL		53.00
65770	CONCRETE NOR'WEST, INC.	MAINTENANCE OF LINES	SWR	315.72
		WARRANT TOTAL		315.72
65771	CONSOLIDATED SUPPLY CO.	OPERATING SUP - CITY HALL	PK	85.54-
		OPERATING SUP - CITY HALL	PK	117.67
		REPAIR/MAINT-CITY HALL	PK	252.18
		WARRANT TOTAL		284.31
65772	COOK PAGING (WA)	TELEPHONE	FD	6.26
		WARRANT TOTAL		6.26
65773	SKAGIT WEEKLY NEWS GROUP	MISC-PRINTING & BINDING	PLN	122.04
		PRINTING/PUBLICATIONS	PD	171.18
		WARRANT TOTAL		293.22
65774	CRYSTAL SPRINGS	OPERATING SUPPLIES	CS	18.97
		OPERATING SUPPLIES	CEM	9.99
		OPERATING SUPPLIES	ST	24.97
		OPERATING SUPPLIES	SWR	32.48
		WARRANT TOTAL		86.41
65775	DAVID EVANS & ASSOC INC	ENGINEERING-SKAGIT PROJECT	AST	5,926.29
		WARRANT TOTAL		5,926.29
65776	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE	PD	4,173.12
		WARRANT TOTAL		4,173.12

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
65777	E & E LUMBER	OPERATING SUP - MEMORIAL PARK	46.05
		REPAIRS/MT-COMMUNITY CTR PK	10.34
		REPAIRS/MT-COMMUNITY CTR PK	15.29
		REPAIRS/MT-COMMUNITY CTR PK	84.90
		REPAIRS/MT-COMMUNITY CTR PK	259.72
		REPAIRS/MT-COMMUNITY CTR PK	82.29
		REPAIRS/MT-COMMUNITY CTR PK	39.43
		REPAIRS/MT-COMMUNITY CTR PK	22.56
		REPAIR/MT-LIONS ROADSIDE PARK	30.92
		REPAIR/MAINT-CITY HALL PK	28.20
		REPAIR/MAINT-CITY HALL PK	10.79
		REPAIR/MAINT-CITY HALL PK	11.28
		REPAIR/MAINT-CITY HALL PK	34.44
		REPAIR/MAINT-CITY HALL PK	9.56
		REPAIR/MAINT-CITY HALL PK	28.07
		REPAIR/MAINT-CITY HALL PK	20.40
		REPAIR/MAINT-CITY HALL PK	27.86
		REPAIR/MAINT-CITY HALL PK	30.84
		OPERATING SUPPLIES ST	32.26
		SMALL TOOLS/MINOR EQUIP ST	29.66
		OPERATING SUPPLIES SWR	6.79
		OPERATING SUPPLIES SWR	60.52
		WARRANT TOTAL	922.17
65778	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES SWR	623.00
		WARRANT TOTAL	623.00
65779	ENTERPRISE OFFICE SYSTEMS	SUPPLIES JUD	34.55
		WARRANT TOTAL	34.55
65780	FASTENAL COMPANY	SMALL TOOLS & MINOR EQUIP SAN	129.95
		WARRANT TOTAL	129.95
65781	FEDERAL CERTIFIED HEARING	SAFETY EQUIPMENT PK	60.00
		WARRANT TOTAL	60.00
65782	GARDNER ELECTRONICS	SUPPLIES EXE	129.60
		MACHINERY AND EQUIPMENT FD	583.20
		WARRANT TOTAL	712.80
65783	GRAINGER PARTS	OPERATING SUPPLIES SWR	187.78
		WARRANT TOTAL	187.78
65784	GUARDIAN SECURITY	REPAIR/MAINT-CITY HALL PK	226.80
		WARRANT TOTAL	226.80
65785	HAINES TREE & SPRAY SERVICE	OPERATING SUP - GOLF PK	286.21
		WARRANT TOTAL	286.21
65786	HEDEEN & CADITZ, PLLC	CONSTRUCTION- METCALF LINE PWT	10,795.50
		WARRANT TOTAL	10,795.50

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65787	HEITMAN, CHARLES	RETIRED MEDICAL	PD	295.00
		WARRANT TOTAL		295.00
65788	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	75.60
		EQUIPMENT LEASE	FD	75.60
		REPAIR/MAINTENANCE-EQUIP	LIB	180.80
		WARRANT TOTAL		332.00
65789	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	22.27
		BOOKS, PERIOD, RECORDS	LIB	24.57
		BOOKS, PERIOD, RECORDS	LIB	13.34
		BOOKS, PERIOD, RECORDS	LIB	20.41
		BOOKS, PERIOD, RECORDS	LIB	26.58
		BOOKS, PERIOD, RECORDS	LIB	18.83
		BOOKS, PERIOD, RECORDS	LIB	62.29
		BOOKS, PERIOD, RECORDS	LIB	28.89
		BOOKS, PERIOD, RECORDS	LIB	53.22
		BOOKS, PERIOD, RECORDS	LIB	48.39
		BOOKS, PERIOD, RECORDS	LIB	15.79
		BOOKS, PERIOD, RECORDS	LIB	18.94
		BOOKS, PERIOD, RECORDS	LIB	82.48
		BOOKS, PERIOD, RECORDS	LIB	12.80
		BOOKS, PERIOD, RECORDS	LIB	32.48
		BOOKS, PERIOD, RECORDS	LIB	136.24
		BOOKS, PERIOD, RECORDS	LIB	18.02
		BOOKS, PERIOD, RECORDS	LIB	31.82
		BOOKS, PERIOD, RECORDS	LIB	11.62
		BOOKS, PERIOD, RECORDS	LIB	14.66
		WARRANT TOTAL		693.64
65790	JOHN, RONALD	RETIRED MEDICAL	PD	1,344.00
		WARRANT TOTAL		1,344.00
65791	KESSELRING'S	AMMUNITION	PD	339.10
		WARRANT TOTAL		339.10
65792	KROESEN'S INC.	UNIFORMS	FD	7.24
		WARRANT TOTAL		7.24
65793	LABOR LAW CENTER INC.	SUPPLIES	FIN	94.95
		PRINTING/PUBLICATIONS	PD	94.95
		MISC-DUES/SUBSCRIPTIONS	PK	94.95
		MISC-DUES/SUBSCRIPTIONS	CEM	94.95
		MISC-DUES/SUBSCRIPTIONS	ST	94.95
		SUPPLIES	LIB	94.95
		SAFETY EQUIPMENT	SWR	189.90
		OPERATING SUPPLIES	SAN	94.95
		WARRANT TOTAL		854.55
65794	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	330.00
		WARRANT TOTAL		330.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65795	LEGEND DATA SYSTEMS INC.	OPERATING SUPPLIES	FD	28.31
		WARRANT TOTAL		28.31
65796	L.E.I.R.A.	TUITION/REGISTRATION	PD	370.00
		WARRANT TOTAL		370.00
65797	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	ST	3.57
		SMALL TOOLS/MINOR EQUIP	ST	49.38
		WARRANT TOTAL		52.95
65798	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
65799	MELTON, NEWELL R.	TRAVEL	ST	15.00
		WARRANT TOTAL		15.00
65800	MARTIN MARIETTA MATERIALS	MAINTENANCE OF LINES	SWR	354.79
		WARRANT TOTAL		354.79
65801	MICRO DATA	PRINTING/PUBLICATIONS	PD	469.29
		WARRANT TOTAL		469.29
65802	MID-AMERICAN RESEARCH CHEM.	MAINT OF GENERAL EQUIP	SWR	366.12
		OPERATING SUPPLIES	SWR	149.05
		WARRANT TOTAL		515.17
65803	NAT'L DIR OF LAW ENFORCE ADMIN	PRINTING/PUBLICATIONS	PD	143.10
		WARRANT TOTAL		143.10
65804	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	215.95
		WARRANT TOTAL		215.95
65805	OFFICE DEPOT	SUPPLIES	EXE	161.33
		SUPPLIES	FIN	173.42
		SUPPLIES/BOOKS	PLN	61.71
		SUPPLIES	ENG	61.71
		OFFICE/OPERATING SUPPLIES	PD	54.92
		OFFICE/OPERATING SUPPLIES	PD	153.63
		OFFICE SUPPLIES	FD	36.86
		OFF/OPER SUPPS & BOOKS	INSP	61.71
		OFFICE EQUIPMENT	PK	66.09
		WARRANT TOTAL		831.38
65806	OLD-HOUSE MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	45.00
		WARRANT TOTAL		45.00
65807	PACIFIC COMMERCIAL LOCK & KEY	REPAIRS/MT-PARKS SHOP	PK	169.56
		OPERATING SUPPLIES	SWR	280.80
		WARRANT TOTAL		450.36
65808	PAPE MATERIAL HANDLING EXCHANGE	MACHINERY AND EQUIPMENT	FD	4,206.60
		WARRANT TOTAL		4,206.60

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65809	PAT RIMMER TIRE CTR, INC	MAINTENANCE CONTRACTS	SWR	1,437.28
		MAINTENANCE CONTRACTS	SWR	37.53
		MAINTENANCE CONTRACTS	SWR	1,634.69
		MAINTENANCE CONTRACTS	SWR	27.73
		MAINTENANCE OF VEHICLES	SWR	1,290.89
		WARRANT TOTAL		4,428.12
65810	PETROCARD	AUTO FUEL/DIESEL	ST	142.42
		AUTO FUEL/DIESEL	SWR	37.86
		WARRANT TOTAL		180.28
65811	PETTY CASH	SUPPLIES	LGS	15.98
		SUPPLIES	FIN	33.47
		ENGINEERING-SKAGIT PROJECT	AST	9.67
		POSTAGE	SWR	7.75
		POSTAGE	SAN	7.75
		WARRANT TOTAL		74.62
65812	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.34
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.33
		POSTAGE	FD	47.33
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
65813	PITTMAN, HAROLD	RETIRED MEDICAL	PD	15.00
		WARRANT TOTAL		15.00
65814	PLATT	MAINT OF PUMPING EQUIP	SWR	62.10
		WARRANT TOTAL		62.10
65815	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	143.41
		PUBLIC UTILITIES	PD	16.40
		UTILITIES-RIVERFRONT	PK	248.34
		UTILITIES-TRAIN	PK	16.40
		UTILITIES-HAMMER SQUARE	PK	231.88
		UTILITIES-BINGHAM & MEMORIAL P		33.08
		UTILITIES - OTHER	PK	27.40
		PUBLIC UTILITIES	CEM	59.00
		PUBLIC UTILITIES	ST	33.08
		PUBLIC UTILITIES	LIB	22.08
		PUBLIC UTILITIES	SWR	172.50
		PUBLIC UTILITIES	SAN	33.08
		WARRANT TOTAL		1,036.65
65816	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	175.82
		CONSTRUCTION-TOWNSHIP LINE	PWT	15,789.76
		CONSTRUCTION - MCGARIGLE	PWT	1,571.50
		OTHER IMPROVEMENTS	SWR	5,010.56
		PROF SVS-ENGINEERING	SWR	5,137.57
		WARRANT TOTAL		27,685.21

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65817	RINDAL, BOB	OPERATING SUPPLIES	SAN	55.00
		WARRANT TOTAL		55.00
65818	ROCKMOUNT RESEARCH & ALLOYS INC	OPERATING SUPPLIES	SAN	293.92
		WARRANT TOTAL		293.92
65819	SAFETY MEETING OUTLINES	SAFETY EQUIPMENT	PK	31.00
		MISC-DUES/SUBSCRIPTIONS	CEM	31.00
		MISC-DUES/SUBSCRIPTIONS	ST	31.00
		SAFETY EQUIPMENT	SWR	31.00
		OPERATING SUPPLIES	SAN	31.00
		WARRANT TOTAL		155.00
65820	SAFETY VISION	REPAIRS/MAINT-EQUIP	SAN	87.54
		WARRANT TOTAL		87.54
65821	SA-SO COMPANY	OFFICE/OPERATING SUPPLIES	PD	71.02
		WARRANT TOTAL		71.02
65822	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	229.25
		OPERATING SUPPLIES	SWR	50.53
		OPERATING SUPPLIES	SWR	151.71
		WARRANT TOTAL		431.49
65823	SCHOLASTIC PARENT & CHILD	BOOKS, PERIOD, RECORDS	LIB	19.97
		WARRANT TOTAL		19.97
65824	SEARS COMMERCIAL ONE	OPERATING SUP - RIVERFRONT	PK	594.52
		WARRANT TOTAL		594.52
65825	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	99.36
		WARRANT TOTAL		99.36
65826	SEDRO-WOOLLEY AUTO PARTS	REPAIR/MT-SMALL TOOLS EQUIP	PK	6.32
		REPAIR/MT-SMALL TOOLS EQUIP	PK	23.31
		OPERATING SUPPLIES	ST	110.02
		REPAIR/MAINTENANCE-EQUIP	ST	6.93
		OPERATING SUPPLIES	SWR	60.48
		WARRANT TOTAL		207.06
65827	SKAGIT 911	CONTRACTED ENHANCED 911	PD	13,700.33
		CONTRACT SVS-CNTRL DISPATCH	FD	3,464.83
		WARRANT TOTAL		17,165.16
65828	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	120.00
		WARRANT TOTAL		120.00
65829	SKAGIT CO HEALTH DEPT	PROF SERVICE-MEDICAL EXAMS	FD	44.00
		MISC-PERMITS & LICENSES	PK	135.00
		WARRANT TOTAL		179.00
65830	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	37,957.57

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	37,957.57
65831	SKAGIT COUNTY SHERIFF	PRISONERS PD	406.75
		WARRANT TOTAL	406.75
65832	SKAGIT COUNTY TREASURER	TAXES AND ASSESSMENTS CS	112.10
		TAXES AND ASSESSMENTS PK	62.91
		TAXES AND ASSESSMENTS ST	39.23
		TAXES AND ASSESSMENTS SWR	22.35
		TAXES & ASSESSMENTS SWTR	25.58
		WARRANT TOTAL	262.17
65833	SKAGIT COUNTY HUMAN SVC.	SKAGIT COUNCIL ON ALCOHOL ALC	2,858.43
		WARRANT TOTAL	2,858.43
65834	SKAGIT SOILS	RECYCLING FEE - YARD WASTE SAN	50.75
		WARRANT TOTAL	50.75
65835	SKAGIT RIVER STEEL	MAINTENANCE OF LINES SWR	304.16
		WARRANT TOTAL	304.16
65836	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS SWR	60.00
		WARRANT TOTAL	60.00
65837	SPARKLE SHOP LAUNDRIES	BALISTIC VESTS PD	69.66
		MISC-LAUNDRY FD	79.49
		WARRANT TOTAL	149.15
65838	STILES & STILES	MUNICIPAL COURT JUDGE JUD	2,728.00
		WARRANT TOTAL	2,728.00
65839	SUNDOWNER KUSTOM KLEANING	REPAIRS/MT-RIVERFRONT PK	135.00
		WARRANT TOTAL	135.00
65840	THOMAS TRUCKING	REPAIR/MAINTENANCE-EQUIP ST	390.00
		WARRANT TOTAL	390.00
65841	TRAFFIC SAFETY SUPPLY CO.	OPERATING SUPPLIES ST	833.97
		WARRANT TOTAL	833.97
65842	TRUE VALUE	OFFICE/OPERATING SUPPLIES PD	1.72
		OPERATING SUPPLIES PD	48.27
		OPERATING SUPPLIES FD	5.91
		OPERATING SUP - PARKS SHOP PK	47.25
		REPAIRS/MT-RIVERFRONT PK	5.17
		REPAIRS/MT-COMMUNITY CTR PK	19.42
		REPAIRS/MT-COMMUNITY CTR PK	213.26
		REPAIRS/MT-COMMUNITY CTR PK	6.48
		REPAIR/MT-SENIOR CENTER PK	28.06
		REPAIR/MT-HAMMER SQUARE PK	28.38
		REPAIR/MT-LIONS ROADSIDE PARK	4.26
		REPAIR/MT-METCALF BALL PARK PK	28.60

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR/MAINT-CITY HALL	PK	58.26
		OPERATING SUPPLIES	ST	17.27
		OPERATING SUPPLIES	ST	17.27-
		OPERATING SUPPLIES	SWR	34.56
		OPERATING SUPPLIES	SWR	3.01
		WARRANT TOTAL		532.61
65843	UNITED LABORATORIES	MAINTENANCE OF LINES	SWR	798.01
		WARRANT TOTAL		798.01
65844	UNIVERSAL FIELD SVC INC	ROW - FRUITDALE/MCGARIGLE	AST	552.36
		ROW - SKAGIT PROJECT	AST	467.46
		WARRANT TOTAL		1,019.82
65845	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	2.40
		WARRANT TOTAL		2.40
65846	VALLEY AUTO SUPPLY	OPERATING SUPPLIES	FD	13.99
		MAINT OF PUMPING EQUIP	SWR	7.54
		MAINT OF GENERAL EQUIP	SWR	18.66
		REPAIRS/MAINT-EQUIP	SAN	124.56
		REPAIRS/MAINT-EQUIP	SAN	36.91
		REPAIRS/MAINT-EQUIP	SAN	133.75
		SMALL TOOLS & MINOR EQUIP	SAN	43.95
		SMALL TOOLS & MINOR EQUIP	SAN	56.89-
		SMALL TOOLS & MINOR EQUIP	SAN	24.29
		WARRANT TOTAL		346.76
65847	VALLEY GUTTER SERVICE	PROFESSIONAL SERVICES	ST	297.00
		MAINTENANCE OF BUILDINGS	SWR	427.68
		WARRANT TOTAL		724.68
65848	VALLEY RUBBER & GASKET CO. INC	MAINT OF GENERAL EQUIP	SWR	1,406.82
		WARRANT TOTAL		1,406.82
65849	VERIZON NORTHWEST	TELEPHONE	JUD	269.44
		TELEPHONE	FIN	673.61
		TELEPHONE	FIN	56.55
		TELEPHONE	PLN	134.72
		TELEPHONE	ENG	134.72
		TELEPHONE	PD	319.72
		TELEPHONE	INSP	134.72
		TELEPHONE	SAN	38.34
		WARRANT TOTAL		1,761.82
65850	VISTEN, LESLIE	RETIRED MEDICAL	PD	102.00
		WARRANT TOTAL		102.00
65851	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	54.00
		INTERGOV SVC-GUN PERMITS	PD	36.00
		WARRANT TOTAL		90.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
65852	WA STATE DEPT OF REVENUE	TAXES AND ASSESSMENTS PK	30.68
		TAXES AND ASSESSMENTS CEM	315.96
		TAXES AND ASSESSMENTS LIB	4.81
		TAXES AND ASSESSMENTS SWR	4,423.29
		TAXES & ASSESSMENTS SAN	5,439.47
		WARRANT TOTAL	10,214.21
65853	WA ST DEPT OF TRANSPORT	ENGINEERING-JAMESON SR9 AST	2,514.20
		WARRANT TOTAL	2,514.20
65854	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS PD	250.25
		WARRANT TOTAL	250.25
65855	WA ST DEPT OF INFORMATION	SOFTWARE MAINT & SUPPORT IT	13,201.64
		WARRANT TOTAL	13,201.64
65856	WEST PAYMENT CTR	WESTLAW SERVICES LGL	285.28
		WARRANT TOTAL	285.28
65857	WOOD'S LOGGING SUPPLY INC	POSTAGE FD	9.13
		SAFETY EQUIPMENT ST	42.12
		REPAIRS/MAINT-EQUIP SAN	74.97
		OPERATING SUPPLIES SAN	43.20
		WARRANT TOTAL	169.42
65858	WSP ENVIRONMENT & ENERGY	PROF SERVICES REIMBURSABLE PLN	424.78
		WARRANT TOTAL	424.78
65859	CORP OF THE PRESIDING BISHOP	ROW - FRUITDALE/MCGARIGLE AST	2,177.00
		WARRANT TOTAL	2,177.00
		RUN TOTAL	215,116.50

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	78,444.50
101	PARK FUND	8,074.77
102	CEMETERY FUND	534.99
103	STREET FUND	3,506.34
104	ARTERIAL STREET FUND	11,646.98
105	LIBRARY FUND	1,467.79
332	PWTF SEWER CONSTRUCTION FUND	28,156.76
401	SEWER FUND	35,507.80
412	SOLID WASTE FUND	47,475.29
425	STORMWATER	301.28
TOTAL		215,116.50

DEPARTMENT	AMOUNT
001 000 011	15.98
001 000 012	5,919.49
001 000 013	290.93
001 000 014	1,988.22
001 000 015	2,785.28
001 000 017	13,293.49
001 000 018	5,536.31
001 000 019	1,338.75
001 000 020	532.23
001 000 021	33,401.65
001 000 022	10,074.80
001 000 024	288.94
001 000 062	2,978.43
FUND CURRENT EXPENSE FUND	78,444.50
101 000 076	8,074.77
FUND PARK FUND	8,074.77
102 000 036	534.99
FUND CEMETERY FUND	534.99
103 000 042	3,506.34
FUND STREET FUND	3,506.34
104 000 042	11,646.98
FUND ARTERIAL STREET FUND	11,646.98
105 000 072	1,467.79
FUND LIBRARY FUND	1,467.79
332 000 082	28,156.76
FUND PWTF SEWER CONSTRUCTION FUND	28,156.76
401 000 035	35,507.80
FUND SEWER FUND	35,507.80
412 000 037	47,475.29
FUND SOLID WASTE FUND	47,475.29
425 000 039	301.28
FUND STORMWATER	301.28
TOTAL	215,116.50

FEB 25 2009

RESOLUTION NO.

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

**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:

Fire Department Pagers:
Minitor 5 SN- 136WGS9199
Minitor 5 SN- 136WFUD663
Minitor 5 SN- 136WGS8812
Minitor 5 SN- 136WGS8821
Minitor 5 SN- 136WFUD125
Minitor 5 SN- 136WFUD690
Minitor 5 SN- 136WFS9384
Minitor 5 SN- 136WGS9193
Minitor 4 SN- 839SDY23VS
Minitor 3 SN- 253BYQ22CQ

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 25th day of February, 2009.

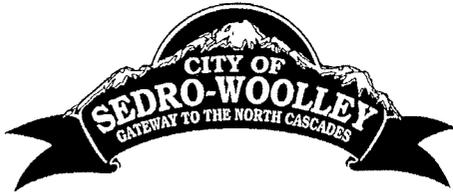
Mike Anderson, Mayor

Attest:

Patsy Nelson, Clerk/Treasurer

Approved as to form:

Eron Berg, City Attorney



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

Leo Jacobs,
Solid Waste & Fleet Supervisor

MEMO TO: City Council and Mayor Anderson

FROM: Leo Jacobs

RE: RFP FORK LIFT

DATE: February 18, 2009

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 25 2009

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

ISSUE: Award of bid for fork lift truck

BACKGROUND: We went to bid for a fork lift truck at the request of several departments, Sewer, Fleet, and Street. All could use this piece of equipment.

DISCUSSION: the bid and purchase has been discussed with Council Person Tony Splane and the rest of the council and all have agreed to proceed with the bid and RFP for a fork lift truck.

FINANCIAL: There was \$10,000 left over in the ERR from some equipment that we put on hold and each of the departments above will add enough monies to complete the purchase.

ANALYSIS: Equipment is needed to help with the unloading and loading of supplies coming to and from Public Works Departments. The Fork Lift will be used for other misc. Such as moving and lifting pallets and equipment in and around Public Works Departments.

CONCLUSION: Award bid to Meridian Equipment Company

MOTION: *Move to authorize staff to proceed with acquisition of a Hyster H60FT Fork Lift Truck from Meridian Equipment Company, to be funded from the ERR and from other departments adding some monies for a cost \$18,987.00(including sales tax and delivery).*

Meridian Equipment Co., Inc.

5946 Guide Meridian
Bellingham, WA 98226

Phone: 360-398-2141
Fax: 360-398-7926
Email: meridianeq@msn.com

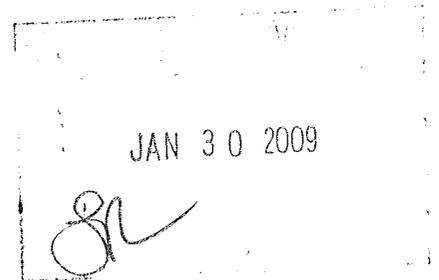
Fax Transmittal Cover Sheet

To: City of Sedro Woolley

From: Bob Vander Plooy

Message:

Bid for Hyster H60 FT
Forklift.



Date sent: 1/30/09

Number of pages including cover page: 2



Fork Lift Truck

BID

Bids due by 2 pm February 17, 2009

Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email jrosario@ci.sedro-woolley.wa.us.

We, the undersigned, hereby agree to furnish the following per the specifications, F.O.B. City of Sedro Woolley: **One (1) used Fork Lift Truck, Hyster H 60 FT or equal**

LUMP SUM BID\$ 17,500.00

SALES TAX.....\$ 1,487.00

TOTAL BID.....\$ 18,987.00

BIDDER NAME: Meridian Equipment, Inc.

ADDRESS: 5946 Guide Meridian
Bellingham WA 98226

TELEPHONE: 1-360-398-214

EMAIL: meridianeq@msd.com

LICENSE NO. 600-118-708

CONTACT: Bob Vanderploeg

Prompt Payment Discount (if applicable) _____% _____days, net 30.

Delivery 5 calendar days from receipt of purchase order at prices quoted.

Shipping Must be Included in pricing

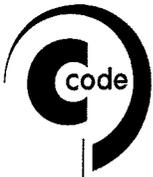
DESCRIPTION OF UNIT PROPOSED:

Manufacturer: Hyster H60FT Forklift

Model: H60FT

Year: 2006

Total Hours: 198



code publishing, inc.

FEB 25 2009

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

**Scope of Work and Costs for
City of Sedro-Woolley, WA
February 2009**

Supplement Service:

This Contract covers the supplement update service only for the Sedro-Woolley Municipal Code. As such, all codifiable ordinances will be supplemented in the same page layout and format of the existing code. The City may contract separately for a complete recodification and republishing of the code at any time in the future. Service includes editing, proofing, indexing, updating ordinance tables, and instruction and checklist pages. Code Publishing will provide the City with printed supplements on a regularly scheduled basis. The supplement frequency and number of copies may be modified by the City at any time. There is no minimum number of printed sets required. Upload ordinances in word processing format to <http://www.codepublishing.com/upload/sedro-woolley.asp>.

Supplements (any schedule or page layout)	\$19.50 per page
Graphics, maps, tables, diagrams	\$15.00 per page
Copies or reprints, including freight, no minimums	\$0.10 per page
PDF files for in-house printing	FREE

Code Online:

Code Publishing will provide the Sedro-Woolley Municipal Code online in HTML searchable format. The city's existing electronic files will be used to establish the HTML format. The searchable code will be hosted on the Internet and linked to the City's website. The online code can be supplemented on demand with each ordinance provided by the City.

Convert electronic files*	\$150.00
Electronic supplements	\$1.95 per page
Annual Internet hosting fee	\$350.00 per year

*This fee is waived if city provides electronic files for conversion.

Optional:

Binders, two options available,	call for details
Tab dividers	call for details

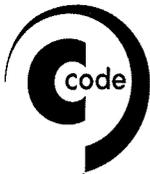
By: _____
Margaret O. Bustion, President
Code Publishing Co.

By: _____
Mike Anderson, Mayor

Attest By:

Patsy Nelson, Finance Director

Dated this _____ day of _____, 2009



**City of Sedro-Woolley, WA
Cost Quotation Sheet – Itemized
January 2009**

Online Code:

Initial conversion of HTML files	\$150.00
Annual Internet hosting fee	\$350.00 per year
<i>See attached Electronic Options sheet</i>	

Supplement Service:

Editorial	\$19.50 per page
Update of online code	\$1.95 per page
Graphics, maps, tables, diagrams; surcharge	\$15.00 per page
Printing and shipping	\$0.10 per impression
PDF file for in-house printing/archival	Included

Additional:

Legal review	\$150.00 per hour
Custom binders: D-ring; expandable post (min. order 25)	\$12.00; \$90.00 each
Tab dividers: generic; custom (min. order 25)	\$10.00; \$15.00 per set
Subscription service	Included
Sample ordinance service	Included
Telephone support	Included

Example

Cost for a 20-page supplement (no graphics or tables):

Editorial	20 x \$19.50 per page	\$390.00
Online	20 x \$1.95 per page	\$39.00
Print and Ship	20 x 10 copies x \$0.10 per impression	\$20.00
		<u>\$449.00</u>

No "per supplement" charges. No extra charges or higher page rates if printed or electronic supplements are requested more often. All prices are estimates; final invoice is based on actual number of pages. Payments for recodified codes may be stretched over two budget cycles. Please call if any of our services can be modified to better suit the needs of your municipality.



**Electronic Services
A La Carte Options
January 2009**

Internet:

Online on-demand schedule (OLOD) ¹	No additional charge
Customized Internet interface	\$250.00 set up
CodeTrak ²	\$200.00 per year
OrdAlert ³	\$200.00 per year
OrdSearch ⁴	\$150.00 set up
Selective printing	\$125.00 per year
RTF download	\$125.00 per year
CodeTips	\$200.00 set up
Frameless version of the code	\$130.00 set up
Links:	
to state code citations	\$150.00 set up
to title PDF files	\$75.00 set up
to ordinances	See OrdSearch

In-House:

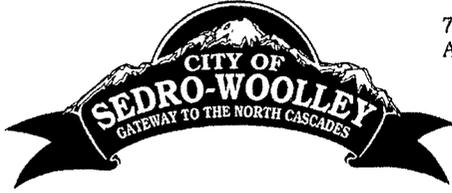
Code chapters in RTF format	\$200.00 per year
Folio Views	Available upon request

- 1 **OLOD:** Updating the code on the Internet as soon as ordinances are received or become effective.
- 2 **CodeTrak:** The Internet version of the code identifies with highlighting and revision date those parts of the code which have been updated online since the previous print supplement. Most useful when paired with online on-demand (OLOD).
- 3 **OrdAlert:** The Internet version of the code identifies with highlighting those parts of the code affected by newly enacted ordinances. A description of each ordinance will be added to the numeric list at the back of the code, with a link to the ordinance in signed, PDF format. Ordinances and highlighting will be removed after codification. Most useful when online and print versions of the code are updated on the same set schedule.
- 4 **OrdSearch:** The ordinances listed at the back of the code will link to those sections of the code where cited. Links can also be provided from the history notes or ordinance table to the original, signed ordinance when accessible on the Internet. If ordinances are hosted on CPC web site, a \$350.00 annual hosting fee applies.

CodeTrak and OrdSearch demonstrated: (www.codepublishing.com/readme.html)

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 25 2009



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Mark A. Freiburger, PE
RE: **Street Light Authorization Letter
PSE Intolight**
DATE: February 19, 2009

ISSUE: Should the Council authorize the Mayor to sign the attached Street Light Authorization Letter with PSE Intolight?

BACKGROUND: PSE Intolight operates and maintains the street light facilities within the City of Sedro-Woolley Right of Way, with the exception of the city-owned and maintained decorative lights located in the downtown area on Metcalf. The City of Sedro-Woolley plans to construct improvements to Fruitdale Road and McGarigle Road as part of the Fruitdale-McGarigle Road Improvements Project. The Project includes new sidewalk and bike path facilities along the length of the route. The city requested that PSE Intolight provide a design and cost estimate for additional street lighting to bring the lighting on the route up to standards. Two PSE Intolight proposals for this work are attached, along with their estimate for the monthly cost of the additional lighting facilities.

The Schedule 52 proposal is a simple upgrade of an existing 100 W light to 150 W (Street Light SL12 on the accompanying map). There is no installation cost for this fixture, but the monthly cost will change slightly to \$11.47 per month.

The Schedule 53 proposal would replace four existing and add 28 new luminaries to the city's inventory, for a total of 32 street lights. This will add an additional cost of \$405.24 per month, or \$4,862.88 per year. The up front cost for the new fixtures under Schedule 53 \$23,427.26. The up front cost is for additional wire runs and poles where they do not currently exist. The luminaries themselves are furnished and installed at no cost. The monthly fee per fixture is \$14.05 per 150 watt fixture. The up front fee for the new facilities will be covered by the project budget. Monthly utility costs will be covered from the Street Department annual budget, line item 103.000.042.542.63.47.00 Public Utilities. It is not anticipated that the monthly fee increase would take place until late 2009. The 2010 Budget will need to account for this additional cost.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached the attached Street Light Authorization Letter with PSE Intolight for up front costs and new monthly service charges for street lights associated with the Fruitdale-McGarigle Road Improvement Project.

INTOLIGHT

Lighting Services from Puget Sound Energy

PROJECT NAME: **Mcgarigle Road Streetlight Upgrade**

Order #: T/E 105052902

LOCATION: Mcgarigle Roads, Sedro-Woolley, WA

City Acct. Number: 574-517-000

CUSTOM STREET LIGHTING ORDER

This order dated December 8, 2008 , to PUGET SOUND ENERGY, Inc. (PSE) from City of Sedro-Woolley, covers the installation of custom lighting authorized by this order. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE's Schedule 52, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE. The number, size and type of lights ordered are summarized below.

The installation charge of the listed lighting units was estimated to be **\$2,431.99**. Value of the system used to determine the monthly facilities charge is the estimated. cost less applicable taxes.

Description:

Upgrade (1) 70W Cobrahead drop-lens luminaire, to (1) 150W HPS Cobrahead, flat-lens luminaire on existing 25' concrete pole, grid no. 455672-166466. SLAK3835.

The basis of the monthly facilities charge under Rate Schedule 52, is as follows:

- Option B – Full payment of installation charge paid by developer.
 Monthly facilities charge is equal to 0.26 % x value of the system.
 $0.0026 \times \$1,982.87 = \5.16

The basis of the monthly energy charge under Rate Schedule 52 is as follows:

1 - 150 Watt high pressure sodium units x \$6.31 =	\$6.31
--	--------

The total monthly charge for this installation is:

	<u>Option B</u>
Monthly facilities charge	\$ 5.16
Monthly energy charge	<u>\$ 6.31</u>
Total monthly charge:	\$11.47

CUSTOM STREET LIGHTING ORDER (Continued)
PROJECT NAME: : **Mcgarigle Road Streetlight Upgrade**

Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

If non-standard components are included in this order, enter "X" here na.

Monthly Billing will be transferred by written authorization from new Billing Agency.

This order, executed by customer's duly authorized representative as of the date first written above is for service, as described above, under PSE's Schedule 52.

Customer: City of Sedro-Woolley

By: _____

Date: _____

Title: _____

Company: Puget Sound Energy

By: _____

Date: _____

Title: _____

**STREET LIGHT
SCHEDULE 53 AUTHORIZATION LETTER**

February 19, 2009

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

Project Name: **Fruitdale and Mcgarigle Roads** –Overhead Streetlighting
Project Location: Fruitdale and Mcgarigle Roads, Sedro-Woolley, WA
INTOLIGHT order no: ___T/E 105052902___

Thank you for your request for street lighting service at the above location. Your cost for this installation is **\$23,427.26**, based on the description below. The cost includes secondary wire extensions, new poles and bracket arms longer than 10'. Streetlight luminaires and 8' and 10' bracket arms are considered standard equipment and there are no up-front costs. This estimate is valid for 90 days. Payment is due upon completion and energization of project.

Description- (reference enclosed drawings with tables):

Upgrade (2) existing 70W HPS to 150W HPS, cobrahead luminaires on existing wood distribution poles and change out old bracket arms to 8'-10' TBD.

Upgrade (2) existing 100W HPS to 150W HPS, cobrahead luminaires on existing wood distribution poles. Change out old bracket arms to 8"-10" TBD.

Install New (21) 150W HPS flat-lens cobrahead, flat-lens luminaires on existing wood distribution poles with 8'-10' bracket arms TBD.

Install New (7) 150W HPS flat-lens cobrahead, flat-lens luminaires on new 30' Class 4 poles with arms to be 8 – 10' TBD.

Existing Monthly Billing Detail:

<u>2</u> - 70 Watt high pressure sodium units x \$10.43=	\$20.86
<u>2</u> - 100 Watt high pressure sodium units x \$11.75 =	<u>\$23.50</u>
Total monthly energy charge is :	\$44.36

New Monthly Billing Detail:

<u>32</u> - 150 Watt high pressure sodium units x \$14.05 =	\$449.60
---	----------

After reviewing this letter, please sign and return via fax. Keep a copy for your files. I will sign and return the once I receive the fax.

Monthly energy/maintenance charge of **\$449.60**, per Schedule 53 of our Electric Tariff G, will start when lights are energized. Payment for installation is required after completion of project. The responsible billing party will be:

____City of Sedro-Woolley____

By signing this letter and returning it, you are stating that you authorize us to do the work and this order will be released to construction for scheduling. If you have any questions, please call me at 425-456-2701.

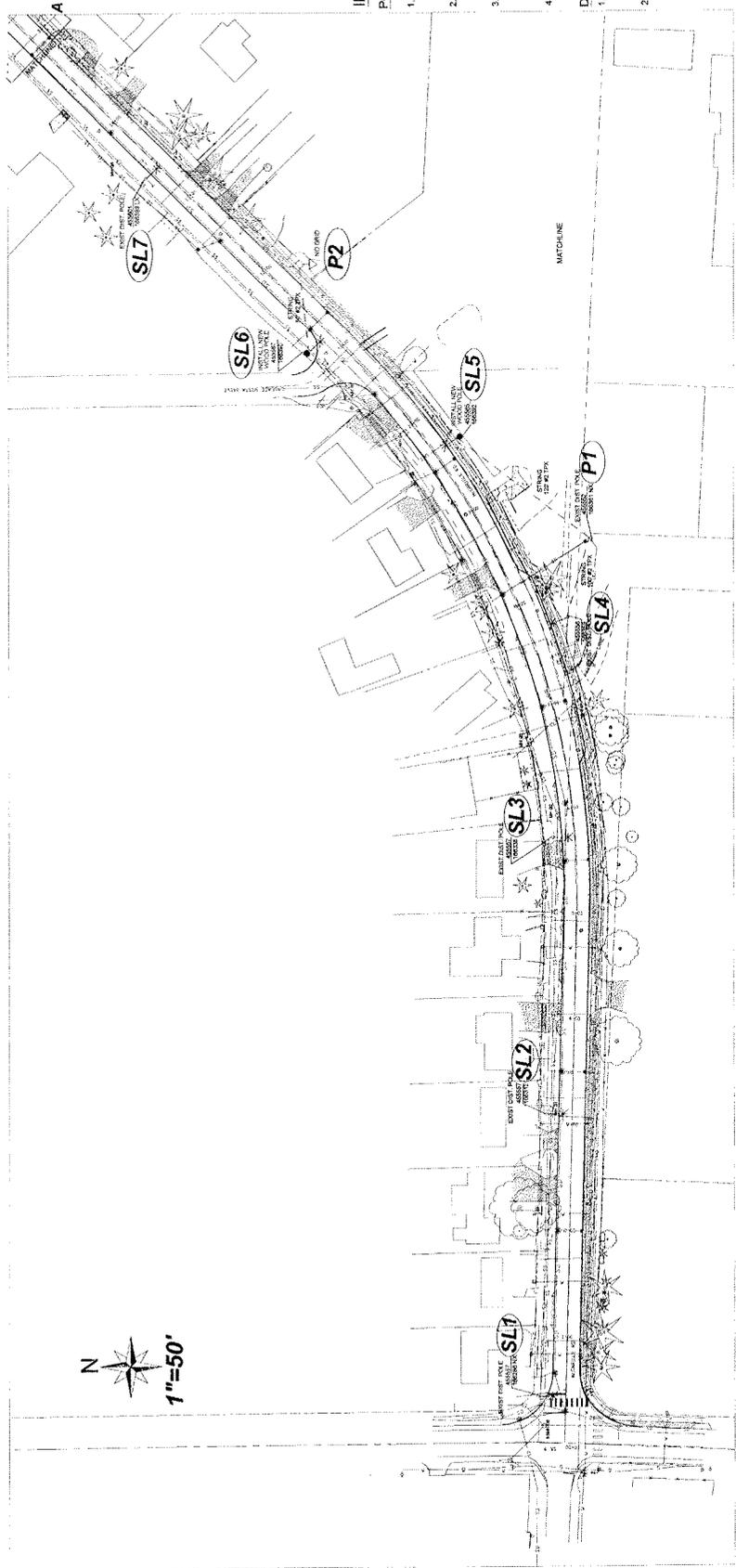
Sincerely,

Sheri L. Clarke
Account Manager Lighting Services

Cost of installation is approved and authorization is given:

By: _____ Date: _____

Print Name: _____ Title: _____



INTOLIGHT STREET LIGHT NOTES

POTELCO:

1. ALL STREET LIGHTING POLES ARE TO BE INSTALLED PER STANDARD 6375-4800 (page #2) IN THE "LINE WORK PRACTICES MANUAL".
2. ALL POLES (WOOD, CONCRETE OR FIBERGLASS) ARE TO BE SET 18" HIGH AND EMBEDDED TO THE GROUND LINE MARKED ON THE POLE.
3. ALL FOUNDATION FOR ALL STREETS (GRAVEL) AND COMPACTED (GRAVEL) ARE TO BE SET TO THE SAME DEPTH (ACCEPTABLE) APPROXIMATELY 1 CU YD OF 3/4" MINUS RUSHED ROCK WILL BE REQUIRED.
4. IN ALL SHOEROX AND CORRHEAD INSTALLATIONS, THE LUMINAIRE MUST BE LEVELLED.

DEVELOPER/CUSTOMER:

1. THE DEVELOPER IS REQUIRED TO SUPPLY AND INSTALL PLASTIC STRAPPING FOR THE STREET LIGHTING POLES.
2. DEVELOPER MUST SUPPLY DURABLE LIDCOVER AT EACH STREET LIGHT TUBE.

Street Light Triplex Table

LOCATION	Design Length (ft)	Type	Actual Amount Installed (Conduit & Cable)
P1	SL4 100'	P2	
P2	SL5 150'	P2	
TRIPLEX TOTAL= 270'			

STREET LIGHT NOTES

Site Station #	Grid #	Offset	POLE	Intolight Tag #	Type	Mfg. Ht.	Arm	Watts	Shive	HEAD
SL1	45555-18289		EXISTING WOOD		EXISTING WOOD	25'	TED	150	DHL	DHL TO D-REL CHANGE OUT OLD ARM
SL2	45555-18289		EXISTING WOOD		EXISTING WOOD	25'	TED	150	DHL	DHL TO D-REL CHANGE OUT OLD ARM
SL3	45555-18289		EXISTING WOOD		EXISTING WOOD	25'	TED	150	DHL	DHL TO D-REL CHANGE OUT OLD ARM
SL4	45555-18289		INSTALL WOOD		INSTALL WOOD	25'	TED	150	DHL	DHL TO D-REL CHANGE OUT OLD ARM
SL5	45555-18289		EXISTING WOOD		EXISTING WOOD	25'	TED	150	DHL	DHL TO D-REL CHANGE OUT OLD ARM
SL6	45555-18289		EXISTING WOOD		EXISTING WOOD	25'	TED	150	DHL	DHL TO D-REL CHANGE OUT OLD ARM
SL7	45555-18289		EXISTING WOOD		EXISTING WOOD	25'	TED	150	DHL	DHL TO D-REL CHANGE OUT OLD ARM

SCOPE OF WORK

THE SCOPE OF THIS PROJECT IS TO INSTALL SEVEN NEW 30' O.A. WOOD SERVICE POLES. STRING A TRIPLEX TOTAL OF 18 FROM TOTAL 270' OF TRIPLEX. INSTALL 120' WOOD BRACKET ARM ON EXISTING DIST. POLE. THE TOTAL OF NEW AND CHANGE OUT IS 150' WATT DREL. AREAS WILL BE DETERMINED AT A LATER DATE WHEN IDENTIFICATION OF EXIST. POLES ARE RELOCATED.

CONSTRUCTION NOTES

POLE WILL STAKE NEW POLE LOCATION. POLES TO BE CONSTRUCTED PER POTELCO STREET LIGHT DIVISION INSTALL. POLES, ARMS & LUMINAIRE PER STREET LIGHT TABLE. STRING TRIPLEX PER STREET LIGHT TABLE. NOTE: ONLY ONE EXIST. POLE IS IN LINE WITH TREE TRUNKING FOR TRIPLEX. NOT DONE WHEN POLE IS RELOCATED.

FLAGGING WILL BE REQUIRED ON-SITE LIGHT AS SHOWN.

NO.	DESCRIPTION	DATE	BY	CHKD BY
1	ISSUED FOR PERMITS	10/20/2020	J. W. WILSON	
2	ISSUED FOR CONSTRUCTION	10/20/2020	J. W. WILSON	
3	ISSUED FOR AS-BUILT	10/20/2020	J. W. WILSON	



105052902

Vehicle No. 105052902
TOTEM #1 P2

CONTRACT NO. 105052902
PROJECT NO. 105052902
SHEET NO. 105052902

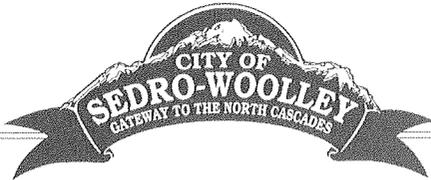
CONTRACTOR: PUGET SOUND ENERGY
PROJECT: FRUITDALE & MCGARGLE RD IMP

DATE: 10/20/2020
BY: J. WILSON
CHKD BY: J. WILSON

PROJECT LOCATION: FRUITDALE & MCGARGLE RD IMP
INSTALL OIL STREET LIGHT POLES & TRIPLEX
FRUITDALE & MCGARGLE RD
REDMOND, WA

SCALE: 1" = 50'

PAGE: 1 OF 2



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

NEW
BUSINESS

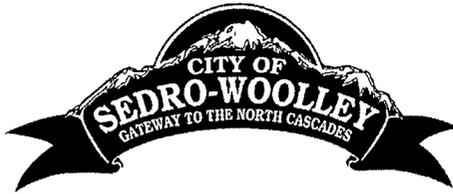
CITY COUNCIL AGENDA
REGULAR MEETING

FEB 25 2009

CITY OF SEDRO-WOOLLEY

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

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



Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Resolution delegating change order authority on small public works projects to the Public Works Director
DATE: February 25, 2009

ISSUE: Should the Council approve the attached resolution delegating change order authority on small public works projects to the Public Works Director?

BACKGROUND: For larger public works projects, the Council has been delegating change order authority by resolution on a project by project basis. The proposed resolution would apply to small public works projects (e.g., 2009 annual CIPP) that cost less than \$350,000.00. For those smaller projects, the Council has been awarding the bid by motion, rather than resolution.

The proposed resolution is similar to the project by project resolution in that change order authority is limited to the difference between the contract award amount and the project budget – essentially, you would be delegating to the Public Works Director the power to spend the project contingency through change orders and force account work.

It is my opinion that this would maintain efficiency without sacrificing meaningful oversight from the City Council as you would have approved the project budget and would receive reports following use of this authority.

RECOMMENDATION: Motion to adopt Resolution _____-09 delegating change order authority on small public works projects to the Public Works Director.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,
DELEGATING AUTHORITY TO APPROVE CHANGE ORDERS ON SMALL PUBLIC WORKS PROJECTS**

WHEREAS, the City Council generally awards bids in small public works contracts by motion; and

WHEREAS, the City Council desires to 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 public works projects; and

WHEREAS, the City desires the construction of projects 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 Public Works Director is hereby authorized to enter into Change Orders and/or force account work with contractors on small public works projects provided that the following conditions are met:

- A. This applies to public works projects that are less than \$350,000.00 in total cost, including sales tax;
- B. Any individual Change Order/Force Account expense does not exceed the amount of twenty five thousand Dollars (\$25,000.00);
- C. The aggregate total of all Change Orders/Force Account expenses approved under this Resolution shall not exceed the project's contingency budget; and
- 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
25th DAY OF FEBRUARY, 2009.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

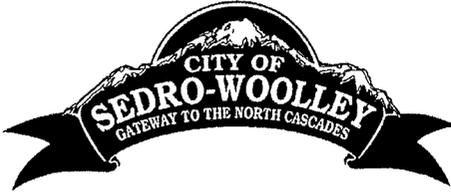
CITY COUNCIL AGENDA
REGULAR MEETING

FEB 25 2009

CITY OF SEDRO-WOOLLEY

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

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



Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Flood Storage Interlocal
DATE: February 25, 2009

ISSUE: Should the Council authorize the Mayor to sign the attached interlocal regarding flood storage?

BACKGROUND: This is requested by the City of Burlington and includes no commitment of money (see attached letters from mayor Brunz and Public Works Director Martin). It does include some time to work toward the objective of increasing flood storage capacity in the Skagit River Basin. This is a worthy objective that would also benefit Sedro-Woolley.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached interlocal agreement to increase flood storage in the Skagit River Baisn.



CITY OF
SEASIDE CITY, WA

1/29/08

January 29, 2008

RE: Proposal for an Interlocal Agreement to Pursue Additional Flood Storage

Dear Mayors and Commissioners:

This letter follows up on my public works director's initial December 9th letter and includes a revised and updated version of the proposed interlocal agreement, based on feedback received after our Partners reviewed the December 9th request.

This revised interlocal agreement decreases the emphasis on potential legal action, and clarifies that no Partner will be asked to contribute money to the effort without that Partner's consent. We want to use the in-house knowledge and experience of our local elected officials and their staffs to pursue additional flood storage. Now is the time: the new license for the Baker project includes language negotiated by Skagit County which provides a path to incrementally increase flood storage. But it will take a unified and concerted effort by this Partnership to ensure that mere words on a piece of paper result in real additional flood storage on the ground.

Here is what we hope this partnership will accomplish:

- 1) Short term: in accordance with the language in the new license, revise the Water Control Manual for the Baker Hydroelectric Project to include protocols for drawing down the reservoirs in advance of a flood event.
- 2) Mid-term: seek a change in the Ross Dam drawdown schedule, moving up the date for full flood pool drawdown.
- 3) Longer term: physically modify the Baker dams to operate more efficiently for flood control, and implement additional "hard" storage in the Baker project.

At this point, we are asking you to now bring this matter to your Councils, Boards, and Commissions for final approval. We have included the final version for your use. Please contact Chal Martin at cmartin@ci.burlington.wa.us, 755-9715 if you need the electronic file or if there is any additional administrative help we can provide. We are ready to assist and willing to meet with your Council or Commission if needed. Thank you very much for your willingness to consider joining this important partnership.

Sincerely,

Edward J. Brunz
Mayor

Atch

1. December 9th Letter
2. Proposed Interlocal Agreement to Pursue Additional Flood Control Storage – Final Version

Attachment 1

December 9, 2008 Letter



December 9, 2008

RE: Proposal for an Interlocal Agreement to Pursue Additional Flood Storage

Dear Mayors and Commissioners,

Recently County Commissioner Sharon Dillon and Burlington Mayor Ed Brunz met to discuss a range of topics, and during the discussion an idea came up to form a partnership consisting of every city, town and dike district in Skagit county to more effectively pursue increased flood control storage and enhanced flood control operations at the dams. As several parallel processes/projects have gone forward in the flood control realm (Mount Vernon's flood wall; Burlington's proposed "certified levee segment," Hamilton's relocation project, La Conner's Ring Dike, the "3 Bridge Corridor" project, several individual Dike District improvement projects, the Corps of Engineers General Investigation process, and the Flood Control Zone District Advisory Committee process), it has become clear that one flood measure universally beneficial to every city, town and dike district is additional flood control from the dams. At Commissioner Dillon's request, Will Honea drafted up a conceptual interlocal agreement for your consideration, attached here. The purpose of this letter is to request your participation in this partnership.

What would be the goals? The recently issued license for the Baker Hydroelectric project contains conditional provisions to obtain additional flood control in the short term (drawdown in advance of an imminent flood), and longer term (dam modifications to enable more efficient flood control capability). But the license provisions require FERC acceptance and Corps of Engineers cooperation, among other administrative challenges. For Ross dam on the Skagit main stem, the issue is not so much the amount of flood control storage (although storage should be increased somewhat), as it is the date for full flood pool drawdown – currently not until December 1st. We think the full drawdown date should be mid-October. There is much work involved to achieve these goals. Frankly, it is a steep uphill battle. We believe a partnership effort will greatly improve the odds of eventually increasing upstream flood storage, for the benefit of all of our citizens.

If you agree in principle with this proposal, please respond to cmartin@ci.burlington.wa.us, or contact me directly at 755-9715. Thanks very much for your consideration and help.

Sincerely,

Chal A. Martin, P.E.
Public Works Director / City Engineer

Encl

**AN INTERLOCAL AGREEMENT TO ADVANCE THE COMMUNITY'S INTERESTS
WITH RESPECT TO FLOOD STORAGE IN THE SKAGIT RIVER BASIN**

This Interlocal Cooperative Agreement ("Agreement") dated this ____ day of December 2008 by and between Skagit County, the City of Burlington, the City of Mount Vernon, the City of Sedro-Woolley, the City of Anacortes, the Town of La Conner, the Town of Concrete, the Town of Lyman, the Town of Hamilton, Dike District #1, Dike District #3, Dike District #5, Dike District #9, Dike, Drainage and Irrigation District #12, Dike District #17, Dike District #20, Dike District #22, and Dike District #25, (the "Partners") establishes a partnership for the purposes of advancing the community's interests with respect to flood storage in the Skagit River Basin, and is executed with reference to the following facts:

WHEREAS, flooding in the Skagit River Basin poses a catastrophic threat to human life and property within Skagit County;

WHEREAS, flood storage behind hydroelectric dams within the Skagit River Basin is a proven, highly-effective, and efficient method of protecting life and property in the Skagit River Basin from the risk of catastrophic flooding; and

WHEREAS, programmatic drawdown of hydroelectric dam reservoirs in the Skagit River Basin during the late summer and early fall benefits spawning salmonids with consistent and predictable instream flows, while simultaneously providing consistent and predictable flood storage; and

WHEREAS, Skagit County and certain other Partners agreed to the terms and conditions of the "Baker River Hydroelectric Project Relicensing Comprehensive Settlement Agreement" dated November 30, 2004 ("Settlement Agreement"), a document that allowed Puget Sound Energy to obtain a new license for the Baker River Hydroelectric Project from the Federal Energy Regulatory Commission (the "FERC license"); and

WHEREAS, the principal benefit of the bargain for the Partners acquiescing to the Settlement Agreement was Puget Sound Energy's promise to actively advance reservoir drawdown and additional flood storage measures within the Baker River Hydroelectric System; and

WHEREAS, a 50-year license for operation of the Baker Hydroelectric project was recently issued by the Federal Energy Regulatory Commission, which contractually requires certain actions by Puget Sound Energy to adequately meet its obligations under the Settlement Agreement associated with additional flood storage, and the Partners desire to join together in an effort to secure the community's principal promised benefit arising under the 2004 Settlement Agreement; and

WHEREAS, the safety of the community with respect to life threatening catastrophe should take precedence over corporate profits and any other special interests; and

WHEREAS, the community will be well-served by a joint, unified approach to flood control by the Partners.

NOW, THEREFORE, the Partners agree as follows:

1. Joint Flood Storage Strategy. For the term of this Agreement, the Partners shall plan and execute a cooperative, joint strategy regarding flood storage in the Skagit River Basin.

2. Joint Strategy Team. To facilitate this objective, the Partners shall establish a Joint Strategy Team charged with rapidly and efficiently developing and executing the Joint Strategy. The Partners shall, within 10 days of the execution and approval of this Agreement:

- a. Designate one (1) representative to be principally responsible for coordination consistent with this Agreement, communicating the name of that representative to the other Partners. Recognizing many Partners to this agreement do not have full time staff, any Partner to this agreement may designate any other Partner to be its representative.
- b. Meet at least once weekly for the first two months this Agreement is in effect, with the goal of establishing a common set of policies and strategies for advancing flood storage. By agreement of the parties' representatives this may be reduced to a once monthly meeting;
- c. Share resources, staff, technical consultants and technical work as necessary to facilitate the objectives of the Joint Strategy Team.

3. Cost Sharing. The Joint Strategy Team may from time to time obtain reports from technical consultants, legal advice and other professional services in furtherance of its goals. Such costs shall be shared equitably between the Partners according to a formula to be established by the Partners. No responsibility for any costs may be incurred absent unanimous approval by the Partners.

4. Joint Prosecution / Defense Agreement. The Partners have contemplated, discussed and investigated litigation as a mechanism intrinsic to achieving the objectives sought by this Agreement and/or will discuss and analyze litigation in furtherance of this Agreement's goals and objectives. Accordingly, the missions, objectives and goals of this Interlocal Agreement will be substantially compromised and undermined by disclosure of communications arising under this Agreement to potentially adverse parties. Accordingly, communications arising from this Agreement between the Parties' representatives shall be considered protected by the attorney-client privilege, work product doctrine, deliberative process, and other applicable privileges. This Agreement and its existence may be disclosed. The Parties shall treat all such communications as confidential, shall not disclose the subject of communications arising under this Agreement to third parties except as may be ordered by a court with appropriate jurisdiction, and shall promptly inform all other Partners of any third party efforts to obtain communications arising under this Agreement.

5. Termination. Any Partner may terminate its participation in this Agreement by providing at least 30 days prior written notice to all other Partners. The terminating Partner must pay its share of any costs and expenses incurred as part of a cost sharing arrangement to which the terminating Partner has prior agreed in writing.

[SIGNATURE PAGES TO FOLLOW]

Attachment 2

Proposed Interlocal Agreement to Pursue Additional Flood Control Storage – Final Version

**AN INTERLOCAL AGREEMENT TO ADVANCE THE COMMUNITY'S INTERESTS
WITH RESPECT TO FLOOD STORAGE IN THE SKAGIT RIVER BASIN**

This Interlocal Cooperative Agreement ("Agreement") by and between Skagit County, the City of Burlington, the City of Mount Vernon, the City of Sedro-Woolley, the City of Anacortes, the Town of La Conner, the Town of Concrete, the Town of Lyman, the Town of Hamilton, Dike District #1, Dike District #3, Dike District # 5, Dike District #9, Dike, Drainage and Irrigation District #12, Dike District #17 and Dike District #20, Dike District #22, Dike District #25, and Public Hospital District #304, (the "Partners") establishes a partnership for the purposes of advancing the community's interests with respect to flood storage in the Skagit River Basin, and is executed with reference to the following facts:

WHEREAS, flooding in the Skagit River Basin poses a catastrophic threat to human life and property within Skagit County; and

WHEREAS, flood storage behind hydroelectric dams within the Skagit River Basin is a proven, highly-effective, and efficient method of protecting life and property in the Skagit River Basin from the risk of catastrophic flooding; and

WHEREAS, programmatic drawdown of hydroelectric dam reservoirs in the Skagit River Basin during the fall and early winter benefits spawning salmonids with consistent and predictable instream flows, while simultaneously providing consistent and predictable flood storage; and

WHEREAS, Skagit County was a signatory to the "Baker River Hydroelectric Project Relicensing Comprehensive Settlement Agreement" dated November 30, 2004 ("Settlement Agreement"), a document that allowed Puget Sound Energy ("PSE") to obtain a new license for the Baker River Hydroelectric Project from the Federal Energy Regulatory Commission (the "FERC license"); and

WHEREAS, the principal interest of Skagit County in the relicensing was to obtain additional flood control storage in the Baker Hydroelectric Project reservoirs, an interest shared by the signatories to this interlocal agreement; and

WHEREAS, a new 50-year license for operation of the Baker Hydroelectric project was recently issued by the Federal Energy Regulatory Commission (the "New License"), that allows for additional flood control storage, which is the community's principal promised benefit arising under the 2004 Settlement Agreement; and

WHEREAS, Burlington, Mount Vernon, Dike District 1 and Dike District 12 reached a settlement agreement with Puget Sound Energy dated November 2, 2007 in which the parties agreed to withdraw their various challenges to the 2004 Settlement Agreement and not interfere in any legislative, judicial, administrative or other forum with the 2004 Settlement Agreement or full implementation of the New License; and

WHEREAS, Article 107 (b) of the Settlement Agreement incorporated in the New License for operation of the Baker Hydroelectric Project authorizes up to an

additional 29,000 acre-feet of storage for flood regulation in Lower Baker Dam from October 1 to March 1, provided the following conditions occur: 1) approval obtained by the District Engineer, Corps of Engineers, acting on behalf of the Secretary of the Department of the Army; 2) arrangements obtained that are acceptable to the Corps of Engineers; and 3) suitable arrangements to compensate PSE (the licensee) for the 29,000 acre-feet of storage for flood regulation; and

WHEREAS, additional provisions of the new License, the License Order, and the Settlement Agreement outline cooperative measures for reservoir drawdown in advance of an imminent flood event which enable practical and immediate operational changes to enhance flood control capability, including revisions to the Project's Water Control Manual, and

WHEREAS, in order to satisfy the conditions, implement the license, and secure additional flood control storage through both shorter-term interim operational changes as well longer-term permanent measures, it may be necessary to obtain legislative and other regulatory relief, including further environmental review and approval, and

WHEREAS, the community will be well-served by a joint, unified approach by the Partners to implement Article 107 (b) of the license, and other license provisions regarding flood control.

NOW, THEREFORE, the Partners agree as follows:

1. Joint Flood Storage Strategy. For the term of this Agreement, the Partners shall plan and execute a cooperative, joint strategy regarding flood storage in the Skagit River Basin including the implementation of Article 107 (b) of the New License.

2. Joint Strategy Team. To facilitate this objective, the Partners shall establish a Joint Strategy Team charged with rapidly and efficiently developing and executing the Joint Strategy. The Partners shall, within 10 days of the execution and approval of this Agreement:

- a. Appoint one (1) representative to be principally responsible for coordination consistent with this Agreement, communicating the name of that representative to the other Partners;
- b. Meet at least once weekly for the first two months this Agreement is in effect, with the goal of establishing a common set of policies and strategies for advancing flood storage. By agreement of the parties' representatives this may be reduced to a once monthly meeting;
- c. Share resources, staff, technical consultants and technical work as necessary to facilitate the objectives of the Joint Strategy Team.

3. Cost Sharing. The Joint Strategy Team may from time to time obtain reports from technical consultants, legal advice and other professional services in furtherance of its goals. Such costs shall be shared equitably between the Partners according to a formula to be established by the Partners. No Partner shall incur any obligation for any cost as a result of executing this Agreement, and any incurrence of

cost by any Partner shall occur only to the extent as may subsequently agreed upon by the Partners. No responsibility for any costs may be incurred absent unanimous approval by the Partners.

4. Joint Prosecution / Defense Agreement. The Partners have contemplated, discussed and investigated litigation as a mechanism intrinsic to achieving the objectives sought by this Agreement and/or will discuss and analyze litigation in furtherance of this Agreement's goals and objectives. No party to this Agreement shall be construed to consent to, approve, join in, participate in, or support any particular legal action or legal course of action as a result of executing this Agreement. Any approval of any potential legal action by the Partners shall be by subsequent agreement of the Partners.

5. No Further Challenge to Comprehensive Settlement or New License. This Agreement shall not obligate nor be interpreted in any manner to allow as an element of any joint strategy a direct or indirect challenge in any legislative, judicial, administrative or other forum to the 2004 Comprehensive Settlement Agreement or New License. The Parties recognize that Burlington, Mount Vernon, Dike District 1 and Dike District 12 have entered into a settlement agreement with PSE regarding the New License and Comprehensive Settlement Agreement. In the event there is any conflict between this Agreement and the settlement agreement between PSE and Burlington, Mount Vernon, Dike District 1 and 12, the settlement agreement shall control. In the event such a conflict arises, Burlington, Mount Vernon, Dike District 1 and Dike District 12 may immediately terminate their participation in this agreement at their sole discretion.

6. Effective Date and Termination. This Agreement shall be effective as of and between the Parties that have executed it, and shall not require for its effectiveness the execution of all parties listed above. Any Partner may terminate its participation in this Agreement by providing at least 30 days prior written notice to all other Partners. The terminating Partner must pay its share of any costs and expenses incurred as part of a cost sharing arrangement to which the terminating Partner has prior agreed in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2009.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

KENNETH A. DAHLSTEDT, Chairman

SHARON D. DILLON, Commissioner

RON WESEN, Commissioner

Recommended:

By: _____
Department Head

By: _____
Budget & Finance Administrator

Approved as to Indemnification:

By: _____
Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

Attest:

Clerk of the Board

CITY OF MOUNT VERNON:

BUD NORRIS, Mayor
(Date _____)

Mailing Address:
City of Mount Vernon
910 Cleveland Avenue
P.O. Box 809
Mount Vernon WA, 98273

CITY OF ANACORTES:

DEAN MAXWELL, Mayor
(Date _____)

Mailing Address:
City of Anacortes
City Hall
P.O. Box 547
Anacortes, WA 98221

CITY OF BURLINGTON:

EDWARD J. BRUNZ, Mayor
(Date _____)

Mailing Address:
City of Burlington
900 East Fairhaven Avenue
Burlington, WA 98233

CITY OF SEDRO-WOOLLEY:

MIKE ANDERSON, Mayor
(Date _____)

Mailing Address:
Sedro-Woolley City Hall
720 Murdock Street
Sedro-Woolley, WA 98284

TOWN OF LA CONNER:

RAMON HAYES, Mayor
(Date _____)

Mailing Address:
Town of La Conner
P.O. Box 400
La Conner, WA 98257

TOWN OF CONCRETE:

JUDD WILSON, Jr., Mayor
(Date _____)

Mailing Address:
Town of Concrete
P.O. Box 39
Concrete, WA 98237

TOWN OF LYMAN:

DEBRA K. HEINZMAN, Mayor
(Date _____)

Mailing Address:
Town of Lyman
8334 S Main St
Lyman, WA 98263-9800

TOWN OF HAMILTON:

TIMOTHY A. BATES, Mayor
(Date _____)

Mailing Address:
Town of Hamilton
584 Maple St.
P.O. Box 528
Hamilton, WA 98255

DIKE DISTRICT NO. 1

BY: _____
ITS: AUTHORIZED REPRESENTATIVE

DIKE DISTRICT NO. 3

BY: _____
ITS: AUTHORIZED REPRESENTATIVE

DIKE DISTRICT NO. 5

BY: _____
ITS: AUTHORIZED REPRESENTATIVE

DIKE DISTRICT NO. 9

BY: _____
ITS: AUTHORIZED REPRESENTATIVE

DIKE, DRAINAGE AND IRRIGATION DISTRICT NO. 12

BY: _____
ITS: AUTHORIZED REPRESENTATIVE

DIKE DISTRICT NO. 17

BY: _____
ITS: AUTHORIZED REPRESENTATIVE

DIKE DISTRICT NO. 20

BY: _____
ITS: AUTHORIZED REPRESENTATIVE

DIKE DISTRICT NO. 22

BY: _____
ITS: AUTHORIZED REPRESENTATIVE

DIKE DISTRICT NO. 25

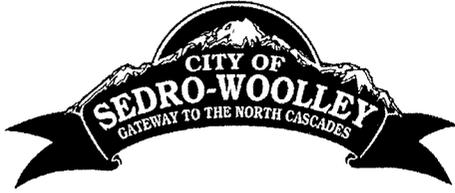
BY: _____
ITS: AUTHORIZED REPRESENTATIVE

PUBLIC HOSPITAL DISTRICT #304

Greg Reed
Chief Executive Officer
2000 Hospital Drive
Sedro-Woolley, WA 98284-4327

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 25 2009



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Mark A. Freiberger, PE
RE: Interlocal with Skagit PUD
DATE: February 19, 2009

ISSUE: Should the Council authorize the Mayor to sign the attached interlocal agreement with Skagit PUD?

BACKGROUND: Skagit PUD No. 1 operates and maintains certain water distribution facilities within the City of Sedro-Woolley Right of Way known as SR20/West Moore Street. The City of Sedro-Woolley plans to construct improvements to SR20 between F&S Grade Road and the BNSF Bridge. PUD desires to upgrade their existing water main located in this vicinity as part of our contract work.

PUD No. 1 has requested that the work be done under the City of Sedro-Woolley's construction contract and agrees to reimburse the City of Sedro-Woolley for costs associated with this work. The city will invoice PUD No. 1 on completion of the work based on the bid unit prices and any associated change orders.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached interlocal agreement with Skagit PUD 1 for construction work on the SR20/F&S Grade Road & Skagit Industrial Park Roadway Improvement Project in a final form as approved by the City Attorney.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND SKAGIT
COUNTY PUBLIC UTILITY DISTRICT NUMBER 1**

THIS AGREEMENT is made and entered into this ____ day of _____ 2009, by and between the City of Sedro-Woolley, a Washington Municipal Corporation, herein referred to as "CITY," and Skagit County Public Utility District Number 1, herein referred to as "PUD."

WHEREAS, the City is in the process of constructing the SR20/F&S Grade Road and Skagit Industrial Park Roadway Improvement Project,

WHEREAS, PUD desires to replace and upgrade an existing PUD water main located within the project limits,

WHEREAS, the parties believe the project will be completed most efficiently and cost effectively if the PUD work is conducted pursuant to the City's contract with the prime contractor,

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

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

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

WHEREAS, it is of mutual advantage to the City and PUD to enter into this Agreement providing a mechanism for the PUD's work related to the City's project to be constructed by the City and paid for by the PUD as part of the SR20/F&S Grade Road and Skagit Industrial Park Roadway Improvement Project (the Project); and,

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

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

STATEMENT OF WORK

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

ITEM	DESCRIPTION	QUAN	UNIT	PRICE	EXTENSION
3	Potholing		DOL	EST	\$ 1,000.00
5	Flaggers & Spotters	120	HR	\$ 41.50	\$ 7,837.20
12	Unsuitable Foundation Excavation Incl. Haul	15	CY	\$ 17.00	\$ 255.00
13	Gravel Borrow Inc. Haul	30	TN	\$ 14.00	\$ 420.00
45	Ductile Iron Pipe for Water Main 8-In Dia	160	LF	\$ 72.00	\$ 11,520.00
46	Ductile Iron Pipe for Water Main 12-In Dia	1,150	LF	\$ 66.00	\$ 75,900.00
47	Gate Valve, 8-inch	3	EA	\$ 950.00	\$ 2,850.00
48	Gate Valve, 12-inch	5	EA	\$ 1,675.00	\$ 8,375.00
56	Erosion/Water Pollution Control		DOL	EST	\$ 2,000.00
SUBTOTAL					\$107,300.00
SALES TAX @8% (BI 45, 46, 47 and 48 only)					\$ 7,891.60
SUBTOTAL					\$115,191.60
CONTINGENCY 5% (ROUNDED)					\$ 6,000.00
CONTRACT ADMINISTRATION 5% (ROUNDED)					\$ 6,000.00
TOTAL (ROUNDED)					\$127,000.00

COMPENSATION

2. City will charge PUD for its portion of the services described above at its actual costs (excluding city employees' time) plus 5% for Administration for a maximum compensation not to exceed \$127,000.00 without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended to authorize additional compensation.

It is contemplated that the City will contract for all aspects of the job, and the PUD will reimburse the City for its respective share of the contract costs associated with the scope of work identified above.

PUD will furnish field inspection services for their portion of the work.

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

In the event the work requires change orders due to unforeseen conditions or other matters, the City is authorized to approve change orders related to the portion of the work for which PUD is responsible, after consultation with PUD, for a total amount not to exceed the amount provided for in the construction contract for changes, overruns and contingencies.

PAYMENT PROCEDURE

3. The City shall submit invoices to PUD on a monthly basis. Payment shall be made by warrant or account transfer by PUD to the City within 30 days of receipt of the invoice. Details of payment process shall be determined by the parties' respective financial offices.

INDEPENDENT CAPACITY

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

LEGAL RELATIONS

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

ASSIGNMENT

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

DISPUTES

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

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

AMENDMENT

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

TERMINATION

9. This agreement is effective from the date of signature by all parties and remains in effect until modified by written mutual consent or terminated. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. If this Agreement is so terminated, PUD shall be responsible to the City for performance rendered or costs incurred or contracted for in accordance with the terms of this Agreement prior to the effective date of termination, including the cost of any work contracted for by the City or the cost to the City to terminate the contract for said work.

CONTRACT MANAGEMENT

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

Skagit PUD No. 1

Mount Vernon, WA 98273
(360)

Mark A. Freiberger, PE
Director of Public Works/City Engineer
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
(360) 855-0771
mfreiberger@ci.sedro-woolley.wa.us

GOVERNANCE

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

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

- Applicable state and federal constitution statutes and rules;
- Statement of work; and
- Any other provisions of the Agreement, including materials incorporated by reference.

WAIVER

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

SEVERABILITY

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

ALL WRITINGS CONTAINED HEREIN

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

ADDITIONAL PROVISIONS

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

DATED this _____ day of _____, 2009.

City of Sedro-Woolley

Mayor

ATTEST:

City Clerk

SKAGIT PUD No. 1

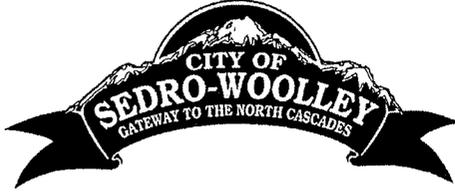
APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 25 2009



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Sewer extension agreements
DATE: February 25, 2009

ISSUE: Should the Council authorize the City Supervisor to sign sewer extension agreements in the form attached?

BACKGROUND: As the City prepares to begin construction on the Fruitdale/McGarigle Road Improvement Project, we need to address subsurface infrastructure availability. Once the new street is built, cuts to the street will be severely restricted by our street cut moratorium. As part of the project, the City intends to provide residential service taps to properties in the project area. For those larger parcels that may wish to subdivide in the future and will need additional capacity (sewer main extension, larger pipes, additional manholes, etc), this agreement would allow them to order and pay for those additions as part of the City's project. We believe this would be the most efficient route and will save everyone time and money in the end.

The form agreement is intended to be completed in the field with a city engineer and the property owners working together on the plans. Once negotiated, I would then review and sign the agreement. The property owner would make his or her deposit to the City and we would add the work to our construction contract. Final billing would take place at project completion when the final cost is known.

RECOMMENDATION: Motion to authorize the City Supervisor to execute sewer extension agreements with property owners impacted by the Fruitdale.McGarigle Road Improvement Project in a form substantially similar to the one attached.

SEWER EXTENSION AGREEMENT

This Agreement dated this _____ day of _____, 2009, is made and entered into between the City of Sedro-Woolley, a municipal corporation, (City) and _____, (Property Owner), for the purpose of Property Owner ordering additional sewer infrastructure to serve Property Owner's property as part of the City's Fruitdale/McGarigle Roadway Improvement Project.

The City is constructing a new roadway on McGarigle Road from SR 9 to Fruitdale and a new roadway on Fruitdale Road from McGarigle to SR 20. Once constructed, the City imposes a moratorium on pavement cuts pursuant to SWMC 15.40.080 and the Sedro-Woolley Public Works Department Standards. As part of the City's project, certain sanitary sewer improvement are being constructed. Consequently, property owners within the limits of the project have the opportunity to purchase at their own expense sewer main extensions, manholes, or additional sewer service stubs.

Property Owner requests and City agrees to construct the following:

The estimated cost for these improvements is: \$ _____; Property Owner understands that the final costs will be determined after construction and will be the actual costs charged by the contractor to the City for Property Owner's improvements.

PAYMENT & DEPOSIT: No later than _____ (date), which is prior to construction, Property Owner agrees to make a payment to the City in the amount of \$ _____ as a deposit for the improvements. Upon final completion of the project, City will identify the actual cost of the improvements for Property Owner and either provide a refund to Property Owner in the event the deposit exceeds the actual cost or an invoice in the event the deposit is less than the actual cost. Property Owner agrees to pay the invoiced amount within thirty (30) days of the date of the invoice.

INTEREST & LIEN: In the event Property Owner does not pay the amount of the invoice, the City shall have a lien against the property consistent with SWMC Title 13 for the amount invoiced, plus \$100.00 for lien filing fees and interest as it accrues. Interest shall accrue on any unpaid fees at a rate of eight percent (8%) per annum.

ATTORNEY FEES: In the event suit shall be brought regarding the performance of the terms and provisions of this Agreement or because of a breach of any of the obligations, then the prevailing party shall collect reasonable attorney fees and costs from the other party. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington. Venue for any suit shall be in Skagit County.

LACK OF PERFORMANCE: If for any reason the City is unable to construct the requested infrastructure, the City shall refund the full amount of the deposit to the property Owner and shall have no further liability to the Property Owner.

FUTURE CONNECTION CHARGES: Property Owner understands that the infrastructure purchased by this Agreement does not authorize a connection to the City's sanitary sewer system. Any future connection shall be permitted as required under SWMC Title 13 and will include the system connection fee at the time of permit as identified in SWMC Title 13. The current connection fee for a single family residence is \$8,926.00, but this amount is subject to change and the amount Property Owner will pay will be the amount the City charges at the time Property Owner receives a permit and pays the fee. Also, connections made in the Fruitdale Road Special Connection Area will be subject to an additional charge in an amount the City estimates will be approximately \$4,000.00 for a single family residence but will be determined in late 2009.

RIGHT TO ENTER: Property Owner hereby grants to the City of Sedro-Woolley or its agents, a temporary right of entry upon our lands as noted on the attached Exhibit "A" (Assessor's tax parcel number _____ Skagit County) where necessary to perform one or more of the following activities as may be required by the nature of the project:

- Surveying
- Clearing & Grubbing
- Grading and Filling
- Construction of Sanitary Sewer Facilities
- Lawn & Landscaping Restoration

This temporary right to enter is granted solely for one or more of the purposes above-stated. This temporary right to enter will remain in force until December 31, 2009, or until the activities have been completed, whichever occurs first.

It is understood that the City of Sedro-Woolley or its agents will make every effort to minimize the impact on my property, and will insure the premises will be returned to a condition that is similar to that which existed prior to the commencement of said activities.

GENERAL PROVISIONS: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law. This Agreement shall not be modified or amended except in writing signed by the City and Property Owner or their respective successors in interest. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

CITY COUNCIL APPROVAL: The form of this Agreement was approved by the City Council on February 11, 2009 and the City Supervisor was authorized to sign on behalf of the City.

City of Sedro-Woolley

Property Owner(s)

Eron Berg, City Supervisor

EXHIBIT A
(Legal Description of Property Owner's Real Property)

FEB 25 2009

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 9

Memorandum

To: Mayor Anderson and City Council

From: Patsy Nelson *Patsy*

Date: 2/13/2009

Re: 2009 Budget Amendment #1

Issue: Should the Council adopt the attached ordinance which amends the 2009 budget?

Background information: The proposed changes to the 2009 Budget are to adjust beginning cash balances to actual. Funds which have other adjustments are detailed below:

	<u>Revenue</u>	<u>Expenditures</u>
<u>General Fund</u>		
001.000.000.308.00.00.00 Beginning Cash	-186,647	
001.000.011.511.60.43.10 Annual Retreat (Council)		-2,500
001.000.012.512.50.41.30 Professional Services (Court)		-1,000
001.000.012.512.50.41.30 Associates Fees (Court)		-2,000
001.000.012.512.50.41.40 Language Interpreter (Court)		-1,000
001.000.012.512.50.51.00 Municipal Court Probation (Court)		-1,000
001.000.012.596.12.64.00 Office Equip STOP Grant (Court)		3,900
001.000.021.521.20.11.00 Salaries (Police)		-30,000
001.000.021.596.21.64.00 Machinery & Equipment (Police)		-10,000
001.000.024.524.20.11.00 Salaries (Building)		-11,600
001.000.099.508.00.00.00 Ending Cash		-131,447
<u>Parks Fund</u>		
101.000.000.308.00.00.00 Beginning Cash	-9,505	
101.000.000.397.00.00.00 REET Fund	10,250	
101.000.000.362.40.40.20 Green Fees Golf	-27,000	
101.000.000.362.40.40.21 Driving Range Golf	-7,400	
101.000.076.576.80.12.20 Extra Help Golf		-25,000
101.000.076.576.80.22.00 Payroll taxes		-3,400

	<u>Revenue</u>	<u>Expenditures</u>
101.000.076.576.80.31.11 Operating Supplies Golf		-6,500
101.000.076.576.80.35.00 Vehicle Fuel Golf		-3,000
101.000.076.576.80.42.00 Telephone Riverfront		-1,600
101.000.076.576.80.47.30 Utilities Golf		-1,200
101.000.076.576.80.48.08 Repair/Mt Golf Course		-1,000
101.000.076.594.76.00.00 Bingham Park Building		10,250
101.000.099.508.01.00.00 Ending Cash		-2,205

Cemetery

(Niche wall construction postponed to 2009)

102.000.000.308.00.00.00 Beginning Cash	17,035	
102.000.000.311.10.00.00 Property Taxes	-10,000	
102.000.036.596.36.20.00 Buildings & Structures		7,035

Library Fund

105.000.000.308.00.00.00 Beginning Cash	-11,752	
105.000.000.338.72.00.00 Library Grant	6,600	
105.000.000.311.10.00.00 Property Taxes	10,000	
105.000.072.572.20.46.00 Insurance		-1,752
105.000.072.572.20.49.50 Catalogue Subscription (Grant)		6,600

Reserve Current Expense Fund

(Parks Administrative Building & Police Evidence Building were not completed in 2008)

302.000.000.308.00.00.00 Beginning Cash	-50,765	
302.000.000.596.35.62.10 Police Evidence Building		11,050
302.000.000.597.20.00.00 Transfer to Parks		10,250
302.000.099.508.00.00.00 Ending Cash		-72,065

PWTF Sewer Construction Fund

332.000.000.382.90.00.00 PWTF Loan #1	350,000	
332.000.000.382.90.01.00 PWTF Loan #2	2,836,300	
332.000.082.596.35.63.03 Construction Metcalf		500,000
332.000.082.596.35.63.04 Construction Township		1,000,000
332.000.082.596.35.63.05 Construction McGarigle		1,000,000
332.000.099.508.00.00.00 Ending Cash		686,300

Equipment Replacement Fund

(Vactor truck for stormwater purchase was postponed until 2009)

501.000.000.308.00.00.00	Beginning Cash	211,745	
501.000.412.596.39.64.00	Equipment & Vehicles –Storm		350,000
501.100.099.508.00.00.00	Ending Cash		-138,255

Recommendation: Approve Ordinance # -09, an Ordinance amending Ordinance No. 1624-08 entitled, “An Ordinance adopting the Annual Budget for the City of Sedro-Woolley for the fiscal year ending December 31, 2009.”

ORDINANCE NO. -08

AN ORDINANCE AMENDING ORDINANCE 1624-08 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2009.

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2009 Budget.

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

Section 1. The 2009 Budget, adopted by Ordinance 1624-08, and passed by the City Council on November 25, 2008 and is hereby amended as set forth in this Ordinance.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2008 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2009 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	4,612,915
101 PARKS FUND	780,324
102 CEMETERY FUND	175,237
103 STREET FUND	811,097
104 ARTERIAL STREET FUND	8,778,197
105 LIBRARY FUND	327,965
106 CEMETERY ENDOWMENT FUND	107,596
107 CUM RESERVE FOR CITY PARKS FUND	7,739
108 STADIUM FUND	76,658
109 SPECIAL INVESTIGATIONS FUND	6,409
113 PATHS AND TRAILS FUND	40,644
205 G/O BOND REDEMPTION FUND 2008	250,696
206 G/O BOND 2008 RESERVE FUND	150,000
230 G/O BOND 1996 REDEMPTION FUND	285,709
302 CUM RES FOR C/E CAP OUT FUND	1,103,631
310 MITIGATION RES FOR POLICE FUND	28,465
311 MITIGATION RES FOR PARKS FUND	220,932
312 MITIGATION RES FOR FIRE FUND	130,062

332 PWTF SEWER CONSTRUCTION FUND	3,947,845
401 SEWER FUND	3,522,497
402 CUM RES FOR SEWER OPERATIONS FUND	404,925
407 98 SEWER REV BOND FUND	783,856
410 CUM RES FOR SEWER FACILITES FUND	4,344,284
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE FUND	1,799,760
425 STORMWATER FUND	295,344
501 EQUIPMENT REPLACEMENT FUND	802,581
621 SUSPENSE (SWSD)	100,500
 TOTAL ALL FUNDS	 34,272,350

Section 3. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 25TH DAY OF FEBRUARY, 2009.

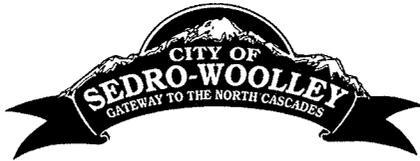
Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Clerk-Treasurer

City Attorney



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

MEMO:

To: City Council
Mayor Anderson

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

Date: February 25, 2009

Subject: Consultant Agreement for SEPA review

**CITY COUNCIL AGENDA
REGULAR MEETING**

FEB 25 2009

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 15

ISSUE

Should the Council authorize the Mayor to enter into a contract with AHBL?

PROJECT DESCRIPTION / HISTORY

The City Council authorized the planning department to advertise for a consultant to assist in the S.E.P.A. review of Deluxe building permit application (BP-111-07) and also authorized the Mayor to form a selection committee to choose the top candidate.

On January 7th, the citizen selection committee met to review the Statements of Qualifications that were submitted. The nine interested firms were narrowed to three, and the committee requested that the planning director obtain additional information from the interested firms as well as from their listed references.

On January 27th, the committee met to review the responses to their questions. The committee selected the top candidate and requested that the planning director arrange an interview.

On February 5th, Mr. Gabe Snedaker from AHBL was interviewed. At the conclusion of the interview, the committee confirmed AHBL as their selection.

AHBL estimated that the cost for performing this task would likely be \$10,000 to \$20,000. A consultant contract of this size must be approved by the City Council. Please note that the Planning Department's 2009 budget includes only \$10,000 for professional services.

RECOMMENDED ACTION

Make motion to authorize the Mayor to enter into a contract with AHBL with an amount not to exceed \$20,000.