

Next Ord: 1645-09

Next Res: 804-09

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

June 24, 2009

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

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

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

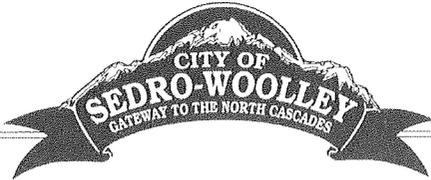
- a. Minutes from Previous Meeting
 - b. Finance
 - Claim Vouchers #66613 to #66718 in the amount of \$631,525.17
(Voided Warrants #66614 - #66618)
 - Payroll Warrants #45387 to #45499 in the amount of \$176,628.42
 - c. Waiver of Fees - Community Center - Sedro-Woolley Community Accountability Board
 - d. On-Call Construction Service Agreements
 - e. Final Acceptance - SR 9 Township Trenchless Sanitary Sewer Improvement Project
4. Special Presentation - "Outstanding Wastewater Treatment Plant" Award from DOE
 5. Public Comment (Limited to 3-5 minutes)

NEW BUSINESS

6. Revision to Chapter 17.88 SWMC, *Essential Public Facilities* (EPFs)
(Ordinance - action requested)
7. 2009 Budget Amendment #3 (Ordinance - action requested)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

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



DATE: June 24, 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 June 24, 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.

JUN 24 2009

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
June 10, 2009 – 7:00 P.M. – City Hall Council Chambers

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Thomas Storrs, Pat Colgan, Hugh Galbraith and Dennis London. Staff: Recorder Brue, City Supervisor/Attorney Berg, Engineer Freiburger, Planner Moore and Fire Chief Klinger.

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #66533 to #66612 in the amount of \$100,662.66 (Voided Warrant #66601)
 - Payroll Warrants #45274 to #45386 in the amount of \$246,170.46
- Street Closure Request – Loggerodeo 2009
- Final Acceptance – Parks Dept. Headquarters & Police Dept. Storage Building
- Finance Acceptance – 2008 CIPP Sewer Project – Veolia ES Industrial Services, Inc.

Councilmember London moved to accept the consent calendar as presented. Seconded by Councilmember Colgan. Motion carried (6-0).

Public Comment

Nathan Salsenia – 1001 River Road, passed out a launch point map for the 4th of July Fireworks. He noted the map is available on line at Loggerodeo.com.

Mike Kukowski – 316 Haines Ave, addressed the Council and complimented the actions of Code Enforcement Officer Michelle Miner with her response to a call regarding a 6 month old Pit Bull. He noted a lot of unleashed dogs within his neighborhood and expressed concern of the dogs becoming aggressive. He also spoke of a daycare within the area that has a pit bull on the premises and expressed concern for the children at the daycare.

Members of Boy Scout Troop 479 were announced and in attendance. They stated they were there as part of their requirements towards their communication badge.

UNFINISHED BUSINESS

Bingham Park Lodge

City Supervisor/Attorney Berg reviewed background information regarding the recent bids for the moving of the Bingham Park Lodge building. He noted the bids came in much higher than expected and it no longer makes economic sense to try to continue the project. He recommended Council reject all bids and proceed with demolition of the building.

Council discussion took place to include cost of demolition, vision of the project and improvements necessary once the structure is moved.

Councilmember Meamber moved to reject all bids and proceed with the demolition of the old bakery building. Councilmember Splane seconded.

Discussion on the building demolition and why the hurry to proceed, no benefit to keeping the building and salvaging items from the building.

Rick Judd – 606 Cedar Tree Drive, addressed the Council noting he had been the one who did a remodel on the building. He noted there are some doors that would be worth salvaging as well as some of the kitchen equipment.

Discussion ensued on items that would be worth salvaging, how many bids were submitted and the locality of the bidders.

Councilmember Meamber called for the question. Motion carried (6-0).

NEW BUSINESS

Revision to 16.16 SWMC – Lot Boundary Adjustments (Boundary Line Adjustments)

Planner Moore reviewed the current policy for Boundary Line Adjustments that was approved in July of 2007 for applicants to do simple adjustments without a survey. He noted after a review of the SWMC Chapter 16 it was discovered that the code is more specific and the proposed revision is to correct the policy and bring it into line with the current code.

Councilmember Galbraith moved to approve Ordinance No. 1644-09 to Adopt Revisions to Sedro-Woolley Municipal Code Chapter 16.16 Lot Boundary Adjustments. Seconded by Councilmember Colgan.

Councilmember Galbraith called for the question. Motion carried (6-0).

EXTENDED DISCUSSION

Parks & Recreation Discussion

Shane Walley – Parks Department Foreman addressed the Council for discussion on the Parks and Recreation Department. He spoke on the passage of a Parks Advisory Board. Walley stated they have been gathering names for consideration for the Parks Advisory Board and those names will be submitted to the Council in July for approval. Walley noted after the board is formed, a meeting will be held in order to form a plan for future plans. He also noted that there is currently no funding within the budget.

Walley reviewed some of the current programs that are being tried which include the Catch Kids Club After School Program in conjunction with United General Hospital and the upcoming British Soccer day camp for kids of all ages, both are programs which have little or no cost to the City.

Walley noted that he will also be meeting with representatives from the City of Burlington to gather ideas on programs that have been successful for them and gather direction on how to proceed.

He requested direction from the Council to direct the Advisory Board for 2010 projects. He also discussed plans for the Metcalf Ballfield now that the Carnival will no longer be using the site. Walley noted improvements envisioned for the fields to include a possible sprinkler system, new turf, billboards and lights. These plans however would require special funding.

Discussion ensued regarding a partnership with the YMCA on self supporting programs, the impact of the current economic downfall and the impact of the parks budget, lack of seasonal help and current staffing seven day a week with Parks rentals at full capacity and only three employees.

Councilmember Galbraith offered to make some contacts for possible programs with the YMCA and other agencies.

Walley addressed the FEMA and Swedelius properties with future visions to expand recreational activities and uses and questioned Council vision for this area.

City Supervisor/Attorney Berg noted he would like to explore grant opportunities next year. He addressed the possibility of allocating some funds in next year's budget for this purpose and addressed the success the City of Mount Vernon has had with grant opportunities.

Councilmember London questioned limitations with the Swedilius and FEMA properties. Discussion followed to include the number of acres and the usage of the Bark Park with potential for expansion and improvements.

Walley again addressed the lack of funding within the budget to advance the movement towards the recreation opportunities.

Councilmember Galbraith questioned the usage of Bingham Park since the relocation of Parks Headquarters within the Park.

Walley noted the usage has increased since Parks Headquarters has relocated to the park as well as the other improvements that were done. Discussion ensued regarding potential future improvements with sidewalks and fencing as part of other road projects in the vicinity of Bingham Park in the future.

Walley closed his presentation by noting he has been around for a long time, seen a lot and believes the City has grown enough that Council should consider hiring a grant writer. He noted the payback would be beneficial and spoke of the successes of other cities.

Brett Sandstrom – 432 Talcott St. – representing Sedro-Woolley Teen Space, handed out a letter to the Mayor, Council and Parks Department advocating the need for a teen center and the groups wish to partnership with the City. The letter addressed the success of other teen centers and the benefit to the community in having one available. Sandstrom noted a partnership with the City would open the group up to more potential funding opportunities. The Center would be for all teens and would give different opportunities such as support, creativity and education.

Councilmember Splane addressed Walley noting some of the equipment being left out at Bingham Park overnight and expressed concern for possible theft.

Walley noted the area is locked, gated and under video surveillance.

City Supervisor/Attorney Berg noted the overall plan for the Parks relocation which included the addition of a small pole type building to house their equipment. Berg also address the use of the old Parks building which the Parks Department has vacated and is being used for storage of some of the larger pieces of road equipment.

Councilmember Galbraith gave kudos to the Parks Department on the maintenance of Riverfront Park. He noted a conversation with residents from Mount Vernon that were using the park. He said he questioned why they were not using a park in Mount Vernon and their response was “Riverfront is the best park in Skagit County”.

Discussion ensued regarding amphitheatre rental requests. Concern was expressed of musical expression by potential users, interplay of the Public Park and amphitheatre, the need to work on rules and regulation regarding use and the suggestion to have individual groups provide their own fencing. Council direction was to wait to see how Loggerodeo goes, to review the usage rules for Edgewater Park in Mount Vernon and to have the Parks committee meet to discuss.

Brian Verner – 300 Talcott St., founder of Teen Space, addressed the Council and spoke of the game assassin which is a tag street game with cars being played in Sedro-Woolley. He encouraged the City to partnership with their organization in order to explore grant opportunities and expressed concern of the urgency for a teen center. Verner reviewed some of the projects the kids have been doing to include serving for the Helping Hands Volunteer Appreciation Dinner and Community Thanksgiving Dinner.

Kirsten Verner – noted she has a partnership with YMCA and they are very interested in coming to Sedro-Woolley. She noted the need is there and they are eager to get involved. She also discussed the Safe Place program and the need for a program, which is based on community service. Burner stressed forming a partnership with the City and School District.

Discussion ensued regarding whether redevelopment funding was available for such a purpose and the need to keep any building centrally located as well as the need for board members.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Fire Chief Klinger – noted a memo at the Council's seats he passed out updating them on the grants that have been applied for by the Fire Department. He noted he is waiting to hear the outcome of the applications.

Discussion took place on payment of the grant writer. Chief Klinger noted the grant writer they have used is specifically for Fire Departments and her fee is paid from the Fire Department Budget (Professional Services).

Planner Moore – highlighted House Bill 1967 – Prohibiting city expansion into floodplain. Moore noted with the help of Dave Williams of the Association of Washington Cities (AWC) he was able to get an exception inserted and approved for allowable annexations.

Engineer Freiburger – presented an update on the F&S Grade Road project. He also noted the Fruitdale/McGargile project is underway with Fruitdale Road closed to thru traffic only. He also stated advertising for the 2009 CIPP project will start next Wednesday.

Discussion took place on dust control for the projects and the status of the Morgan building on Moore Street.

City Supervisor/Attorney Berg – reported after a review of the May financials the spending freeze seems to be working. He also reported on the sales tax figures and that the City will not be received a mitigation payment for the 2nd quarter. He noted Finance Director Nelson has worked 80-90 hours on reviewing the reports and finding errors. April sales tax figures showed a 22.6% decline with May at 20.18% over last year.

Councilmember London – reported he received a call from a resident of Janicki Cove who questioned the possibility of the City putting fencing along river. He noted he also received a request to see if there is some enforcement that can be taken at the old Skagit Ready Mix plant for clean up.

Discussion ensued regarding the City clean up of the area which opened the park as well as the lighting request which the County is not interested in pursuing. Berg noted it was a County road.

Councilmember Colgan – reported on the success of Blast from Past this last weekend.

EXECUTIVE SESSION

The meeting adjourned to Executive Session for the purpose of real estate acquisition for 15 minutes at 8:32 P.M.

The meeting reconvened at 8:47 P.M.

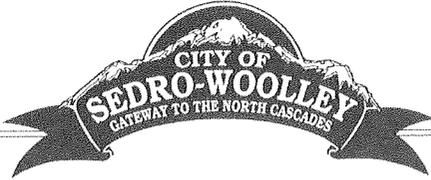
Councilmember Splane moved to adjourn. Seconded by Councilmember Meamber. Motion carried. (6-0).

The meeting adjourned at 8:47 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 24 2009

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



DATE: June 24, 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 June 24, 2009.

Motion to approve Claim Vouchers #66613 to #66718 in the amount of \$631,525.17. (Voided Warrants #66614-#66618)

Motion to approve Payroll Warrants #45387 to #45499 in the amount of \$176,628.42.

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
66613	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP SWR	882.00
		MISC-FILING FEES/LIEN EXP SAN	756.00
		OPERATING SUPPLIES SWTR	42.00
		WARRANT TOTAL	1,680.00
66619	AFRS	OFFICE SUPPLIES FD	35.00
		WARRANT TOTAL	35.00
66620	ALLELUJAH BUSINESS SYSTEMS	OPERATING SUP - COMM CENTER PK	6.88
		WARRANT TOTAL	6.88
66621	ALL-PHASE ELECTRIC	MAINT OF GENERAL EQUIP SWR	22.91
		WARRANT TOTAL	22.91
66622	ALPINE FIRE & SAFETY	REPAIR & MAINTENANCE CS	174.26
		SUPPLIES/BOOKS PLN	15.02
		SUPPLIES ENG	15.02
		REPAIRS & MAINTENANCE PD	402.23
		REPAIRS/MAINT-EQUIP FD	190.97
		OPF/OPER SUPPS & BOOKS INSP	15.03
		WARRANT TOTAL	812.53
66623	ARAMARK UNIFORM SERVICES	OPERATING SUP - CITY HALL PK	43.57
		MISC-LAUNDRY CEM	24.14
		MISC-LAUNDRY ST	27.17
		LAUNDRY SWR	24.39
		LAUNDRY SWR	45.52
		WARRANT TOTAL	164.79
66624	ASSOCIATION OF WA CITIES	RETIRED MEDICAL PD	7,661.20
		WARRANT TOTAL	7,661.20
66625	ASSOC PETROLEUM PRODUCTS	AUTO FUEL PD	1,095.68
		AUTO FUEL/DIESEL FD	453.29
		AUTO FUEL/DIESEL PK	269.81
		AUTO FUEL/DIESEL SWR	36.01
		AUTO FUEL/DIESEL SAN	24.31
		WARRANT TOTAL	1,879.10
66626	AT&T MOBILITY	TELEPHONE PD	826.44
		WARRANT TOTAL	826.44
66627	BANK OF AMERICA	PROFESSIONAL SERVICES SWTR	350.00
		WARRANT TOTAL	350.00
66628	BANK OF NEW YORK MELLON	BOND INTEREST	303.50
		WARRANT TOTAL	303.50
66629	BARNETT IMPLEMENT CO. INC	REPAIR/MAINTENANCE-EQUIP ST	568.05
		WARRANT TOTAL	568.05
66630	BANK OF AMERICA	SUPPLIES LIB	93.86

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SUPPLIES	LIB	181.05
		SUMMER READ PROGRAM	LIB	53.56
		WARRANT TOTAL		328.47
66631	BANK OF AMERICA	PROFESSIONAL SERVICES	IT	4.40
		NETWORK HARDWARE	IT	346.66
		WARRANT TOTAL		351.06
66632	BAY CITY SUPPLY	REPAIRS/MAINT-DORM	FD	91.36
		REPAIRS/MAINT-DORM	FD	140.66
		OPERATING SUP - RIVERFRONT	PK	143.74
		OPERATING SUP - SENIOR CTR	PK	101.81
		OPERATING SUP - CITY HALL	PK	186.84
		OPERATING SUP - BINGHAM PARK		409.59
		OPERATING SUPPLIES	SWR	265.78
		WARRANT TOTAL		1,339.78
66633	BIRCH EQUIPMENT CO INC	EQUIPMENT RENTAL	PK	162.30
		WARRANT TOTAL		162.30
66634	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	59.90
		WARRANT TOTAL		59.90
66635	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
66636	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	24.81
		UTILITIES-COMMUNITY CTR	PK	55.81
		UTILITIES-SENIOR CENTER	PK	156.57
		UTILITIES-TRAIN	PK	968.13
		UTILITIES-HAMMER SQUARE	PK	19.64
		UTILITIES - SHOP	PK	33.85
		UTILITIES - SHOP	PK	33.85
		PUBLIC UTILITIES	ST	10.60
		PUBLIC UTILITIES	LIB	10.60
		PUBLIC UTILITIES	SWR	49.89
		PUBLIC UTILITIES	SAN	64.86
		WARRANT TOTAL		1,428.61
66637	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	17.96
		WARRANT TOTAL		17.96
66638	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	39.93
		SUPPLIES	FIN	38.93
		SUPPLIES/BOOKS	PLN	14.65
		SUPPLIES/BOOKS	PLN	7.74
		SUPPLIES	ENG	14.67
		SUPPLIES	ENG	39.92
		SUPPLIES	ENG	7.74
		OFFICE/OPERATING SUPPLIES	PD	41.41
		OFF/OPER SUPPS & BOOKS	INSP	14.65
		OFF/OPER SUPPS & BOOKS	INSP	7.73

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		CONST-FRUITDALE MCGARIGLE AST	94.96
		CONST-FRUITDALE MCGARIGLE AST	8.42
		WARRANT TOTAL	313.91
66639	COMMUNITY TRADE &	PWTF LOAN INTEREST PMT	2,775.26
		PWTF LOAN INTEREST PMT	31,500.00
		PWTF LOAN INTEREST PMT	10,725.74
		PWTF LOAN PRINCIPAL PMT	38,277.86
		PWTF LOAN PRINCIPAL PMT	350,000.00
		WARRANT TOTAL	433,278.86
66640	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO PD	68.98
		WARRANT TOTAL	68.98
66641	CRYSTAL SPRINGS	OPERATING SUPPLIES CS	8.69
		OPERATING SUPPLIES FD	65.62
		OPERATING SUPPLIES CEM	22.87
		OPERATING SUPPLIES ST	40.66
		OPERATING SUPPLIES SWR	48.16
		OPERATING SUPPLIES SAN	75.62
		WARRANT TOTAL	261.62
66642	CUES	MAINTENANCE OF LINES SWR	657.85
		MAINTENANCE OF LINES SWR	331.46
		WARRANT TOTAL	989.31
66643	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES JUD	19.52
		SUPPLIES FIN	19.52
		SUPPLIES/BOOKS PLN	6.51
		SUPPLIES ENG	6.50
		OFFICE/OPERATING SUPPLIES PD	44.78
		OFF/OPER SUPPS & BOOKS INSP	6.51
		WARRANT TOTAL	103.34
66644	DAVID EVANS & ASSOC INC	ENGINEERING-SKAGIT PROJECT AST	10,440.64
		CONST-SKAGIT PROJECT AST	27,182.06
		WARRANT TOTAL	37,622.70
66645	DESTINATION WIRELESS	TELEPHONE PK	43.27
		WARRANT TOTAL	43.27
66646	DIMENSIONAL COMM, INC.	PROFESSIONAL SERVICES IT	197.47
		WARRANT TOTAL	197.47
66647	E & E LUMBER	OPERATING SUP - RV PARK PK	27.18
		OPERATING SUPPLIES CEM	28.10
		OPERATING SUPPLIES CEM	91.97
		OPERATING SUPPLIES CEM	13.41
		CONST-FRUITDALE MCGARIGLE AST	12.44
		WARRANT TOTAL	173.10
66648	ENTERPRISE OFFICE SYSTEMS	SUPPLIES FIN	22.69

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		SUPPLIES/BOOKS	PLN 19.44
		SUPPLIES	ENG 19.45
		OFFICE/OPERATING SUPPLIES	PD 130.81
		OFF/OPER SUPPS & BOOKS	INSP 19.44
		WARRANT TOTAL	211.83
66649	FILING SPECIALTIES	OFFICE/OPERATING SUPPLIES	PD 112.00
		WARRANT TOTAL	112.00
66650	GENERAL FIRE APPARATUS	SMALL TOOLS & MINOR EQUIP	FD 64.92
		WARRANT TOTAL	64.92
66651	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS 270.39
		EQUIPMENT LEASES	CS 309.56
		WARRANT TOTAL	579.95
66652	HEDEEN & CADITZ, PLLC	CONSTRUCTION- METCALF LINE PWT	3,272.50
		WARRANT TOTAL	3,272.50
66653	HIRSCH, ALLAN	SUMMER READ PROGRAM	LIB 250.00
		WARRANT TOTAL	250.00
66654	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD 189.31
		WARRANT TOTAL	189.31
66655	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK 64.50
		UTILITIES-PORTABLE TOILETS	PK 64.50
		UTILITIES-PORTABLE TOILETS	PK 64.50
		WARRANT TOTAL	193.50
66656	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD 1,008.00
		HUMANE SOCIETY	PD 1,092.00
		WARRANT TOTAL	2,100.00
66657	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD 170.22
		REPAIRS/MAINT-EQUIP	FD 245.71
		WARRANT TOTAL	415.93
66658	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB 72.67
		BOOKS, PERIOD, RECORDS	LIB 107.54
		BOOKS, PERIOD, RECORDS	LIB 358.01
		BOOKS, PERIOD, RECORDS	LIB 27.23
		WARRANT TOTAL	565.45
66659	INTERWEST CONSTRUCTION	CONST-SKAGIT PROJECT	AST 31,534.71
		WARRANT TOTAL	31,534.71
66660	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD 220.00
		WARRANT TOTAL	220.00
66661	LEONARD BOUDINOT & SKODJE	CONST-FRUITDALE MCGARIGLE	AST 5,971.25
		OTHER IMPROVEMENTS	SWR 2,000.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	7,971.25
66662	LEGACY TELECOMMUNICATIONS INC	MAINTENANCE CONTRACTS SWR	1,787.90
		WARRANT TOTAL	1,787.90
66663	LOGGERS AND CONTRACTORS	CONST-FRUITDALE MCGARIGLE AST	55.43
		MAINTENANCE OF LINES SWR	155.81
		WARRANT TOTAL	211.24
66664	MARY JANES FARM	BOOKS, PERIOD, RECORDS LIB	19.95
		WARRANT TOTAL	19.95
66665	MCNEILL POLYGRAPH & INVES	PROFESSIONAL SERVICES CIV	175.00
		WARRANT TOTAL	175.00
66666	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR JUD	2,557.50
		WARRANT TOTAL	2,557.50
66667	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS ST	819.39
		WARRANT TOTAL	819.39
66668	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP SAN	101.53
		REPAIRS/MAINT-EQUIP SAN	165.67
		WARRANT TOTAL	267.20
66669	NORTH CASCADE FORD	REPAIR & MAINT - AUTO PD	1,608.40
		REPAIR & MAINT - AUTO PD	308.10
		WARRANT TOTAL	1,916.50
66670	NORTH HILL RESOURCES, INC.	RECYCLING FEE - YARD WASTE SAN	238.26
		WARRANT TOTAL	238.26
66671	OFFICE DEPOT	SUPPLIES FIN	85.15
		SUPPLIES/BOOKS PLN	61.23
		SUPPLIES ENG	61.22
		OFFICE/OPERATING SUPPLIES PD	329.28
		OFF/OPER SUPPS & BOOKS INSP	61.22
		OPERATING SUPPLIES ST	14.24
		CONST-FRUITDALE MCGARIGLE AST	41.22
		OFFICE SUPPLIES SAN	73.46
		WARRANT TOTAL	727.02
66672	OCLC	CATALOGUE SUBSCRIPTION LIB	2,492.97
		WARRANT TOTAL	2,492.97
66673	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT PK	102.77
		WARRANT TOTAL	102.77
66674	OUTWEST UNLIMITED	REPAIR/MAINTENANCE-LAND CEM	175.00
		WARRANT TOTAL	175.00
66675	PACIFIC POWER TECH, LLC	MAINT OF GENERAL EQUIP SWR	310.64

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		310.64
66676	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	SAN	38.95
		WARRANT TOTAL		38.95
66677	PETERSON, DEBRA	TRAVEL	LIB	515.35
		WARRANT TOTAL		515.35
66678	PETTY CASH	OFF/OPER SUPPS & BOOKS	INSP	20.00
		POSTAGE	SWR	13.00
		POSTAGE	SAN	13.00
		WARRANT TOTAL		46.00
66679	PETTY CASH-DEBRA PETERSON	SUMMER READ PROGRAM	LIB	43.19
		EARLY LITERACY	LIB	10.81
		BOOKS, PERIOD, RECORDS	LIB	5.90
		WARRANT TOTAL		59.90
66680	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34
		POSTAGE	FD	47.33
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
66681	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	16.90
		UTILITIES-RIVERFRONT	PK	168.13
		UTILITIES-TRAIN	PK	16.90
		UTILITIES-HAMMER SQUARE	PK	192.28
		UTILITIES-BINGHAM & MEMORIAL P		54.57
		UTILITIES - OTHER	PK	31.13
		PUBLIC UTILITIES-CITY HALL	PK	203.44
		PUBLIC UTILITIES	CEM	52.06
		PUBLIC UTILITIES	ST	36.99
		PUBLIC UTILITIES	LIB	22.76
		PUBLIC UTILITIES	SWR	180.58
		PUBLIC UTILITIES	SAN	34.06
		WARRANT TOTAL		1,009.80
66682	PUBLIC SAFETY TESTING	PROFESSIONAL SERVICES	CIV	485.00
		WARRANT TOTAL		485.00
66683	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	7,447.71
		WARRANT TOTAL		7,447.71
66684	PURCHASE POWER	POSTAGE	JUD	251.88
		POSTAGE	FIN	173.70
		POSTAGE	LGL	1.94
		POSTAGE	LGL	.90
		POSTAGE	PLN	29.66
		POSTAGE	ENG	283.71

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		POSTAGE PD	96.51
		POSTAGE FD	4.51
		POSTAGE INSP	1.28
		POSTAGE CEM	8.94
		POSTAGE SWR	237.87
		POSTAGE SAN	109.79
		OPERATING SUPPLIES SWTR	18.30
		WARRANT TOTAL	1,218.99
66685	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINT - AUTO PD	529.04
		WARRANT TOTAL	529.04
66686	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES ENG	50.24
		PROF. SVCS. REIMBURSE ENG	2,100.00
		ENGINEERING- STATE OVERLAY AST	167.69
		CONSTRUCTION-TOWNSHIP LINE PWT	1,462.48
		CONSTRUCTION - MCGARIGLE PWT	1,318.87
		PROF SVS-ENGINEERING SWR	297.18
		PROF SVS-ENGINEERING SWR	346.35
		WARRANT TOTAL	5,742.81
66687	ROSARIO, JULIE	DUES/SUBSCRIPTIONS ENG	70.15
		WARRANT TOTAL	70.15
66688	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	301.77
		OPERATING SUPPLIES SWR	94.22
		WARRANT TOTAL	395.99
66689	THE SEATTLE TIMES	BOOKS, PERIOD, RECORDS LIB	293.80
		WARRANT TOTAL	293.80
66690	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES FD	21.10
		SAFETY EQUIPMENT CEM	8.46
		OPERATING SUPPLIES ST	34.08
		MAINTENANCE OF VEHICLES SWR	9.28
		MAINTENANCE OF VEHICLES SWR	27.59
		MAINTENANCE OF VEHICLES SWR	5.89
		MAINT OF GENERAL EQUIP SWR	7.81
		OPERATING SUPPLIES SWR	60.59
		WARRANT TOTAL	163.02
66691	SIGNMAKERS	CONST-SKAGIT PROJECT AST	510.70
		CONST-FRUITDALE MCGARIGLE AST	904.55
		WARRANT TOTAL	1,415.25
66692	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH HLT	411.93
		WARRANT TOTAL	411.93
66693	SKAGIT CO. PUBLIC WORKS	SKAGIT CO SOLID WASTE SWR	372.28
		SOLID WASTE DISPOSAL SAN	37,238.25
		WARRANT TOTAL	37,610.53

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
66694	SKAGIT CO. PUBLIC WORKS	USGS GAGE MAINTENANCE ENG	1,000.00
		WARRANT TOTAL	1,000.00
66695	SKAGIT COUNTY SHERIFF	PRISONERS PD	656.85
		WARRANT TOTAL	656.85
66696	SKAGIT FARMERS SUPPLY	OPERATING SUP - RIVERFRONT PK	203.36
		OPERATING SUPPLIES-PROPANE ST	14.82
		OPERATING SUPPLIES-PROPANE ST	9.44
		MAINTENANCE OF LINES SWR	48.63
		WARRANT TOTAL	276.25
66697	SKAGIT SOILS	RECYCLING FEE - YARD WASTE SAN	160.20
		WARRANT TOTAL	160.20
66698	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS	33.75
		LEGAL PUBLICATIONS LGS	22.50
		ADVERTISING/LEGAL PUBLIC PLN	82.50
		PRINTING/PUBLICATIONS PD	126.05
		WARRANT TOTAL	264.80
66699	SK. WHATCOM ELECTRONICS	PORTABLE EQUIPMENT SWR	24.78
		WARRANT TOTAL	24.78
66700	STILES & STILES	MUNICIPAL COURT JUDGE JUD	2,728.00
		WARRANT TOTAL	2,728.00
66701	SUMMIT LAW GROUP	PROFESSIONAL SERVICES LGL	48.00
		WARRANT TOTAL	48.00
66702	TAYLOR, PAUL	RETIRED MEDICAL PD	37.80
		WARRANT TOTAL	37.80
66703	THORPE, SYLVIA PH.D ABPP	PROFESSIONAL SERVICES CIV	325.00
		WARRANT TOTAL	325.00
66704	TIGERDIRECT.COM	PORTABLE EQUIPMENT SWR	74.57
		WARRANT TOTAL	74.57
66705	TRASK, SYLVIA	SUMMER READ PROGRAM LIB	100.00
		WARRANT TOTAL	100.00
66706	TRUE VALUE	OPERATING SUPPLIES FD	11.89
		OPERATING SUPPLIES FD	29.95
		OPERATING SUP - RIVERFRONT PK	57.29
		OPERATING SUP - HAMMER SQ PK	9.28
		OPERATING SUPPLIES ST	31.36
		OPERATING SUPPLIES SWR	32.43
		OPERATING SUPPLIES SWR	16.92
		REPAIRS/MAINT-EQUIP SAN	25.12
		REPAIRS/MAINT-EQUIP SAN	25.49
		OPERATING SUPPLIES SAN	12.08

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	251.81
66707	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES SWR	32.40
		WARRANT TOTAL	32.40
66708	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP SAN	51.97
		WARRANT TOTAL	51.97
66709	VALLEY HARDWARE	OPERATING SUP - RIVERFRONT PK	4.10
		WARRANT TOTAL	4.10
66710	VERIZON NORTHWEST	TELEPHONE JUD	267.84
		TELEPHONE FIN	669.58
		TELEPHONE PLN	133.92
		TELEPHONE ENG	133.92
		TELEPHONE PD	311.78
		TELEPHONE INSP	133.92
		WARRANT TOTAL	1,650.96
66711	VISTEN, LESLIE	RETIRED MEDICAL PD	102.00
		WARRANT TOTAL	102.00
66712	WA ST DEPT OF ECOLOGY	CONST-FRUITDALE MCGARIGLE AST	50.89
		WARRANT TOTAL	50.89
66713	WA STATE DEPT OF REVENUE	NETWORK HARDWARE IT	33.89
		OPERATING SUPPLIES FD	14.17
		OFFICE SUPPLIES FD	4.79
		TAXES AND ASSESSMENTS PK	57.15
		TAXES AND ASSESSMENTS CEM	127.84
		TAXES AND ASSESSMENTS LIB	9.52
		BOOKS, PERIOD, RECORDS LIB	22.88
		TAXES AND ASSESSMENTS SWR	4,508.89
		PORTABLE EQUIPMENT SWR	11.82
		TAXES & ASSESSMENTS SAN	4,966.40
		WARRANT TOTAL	9,757.35
66714	WA ST DEPT OF TRANS	TOWNSHIP SIDEWALK CONST AST	1,142.02
		CONST-SKAGIT PROJECT AST	345.07
		CONST-FRUITDALE MCGARIGLE AST	185.64
		WARRANT TOTAL	1,672.73
66715	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS PD	115.50
		WARRANT TOTAL	115.50
66716	WEST PAYMENT CTR	WESTLAW SERVICES LGL	285.31
		WARRANT TOTAL	285.31
66717	WIDENER AND ASSOCIATES	PROFESSIONAL SERVICES SWR	954.80
		WARRANT TOTAL	954.80
66718	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES SWR	127.15

CITY OF SEDRO-WOOLLEY

SORTED TRANSACTION WARRANT REGISTER

06/24/2009 (Printed 06/18/2009 10:54)

PAGE 10

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	127.15
		RUN TOTAL	631,525.17

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	36,005.80
101	PARK FUND	3,956.74
102	CEMETERY FUND	552.79
103	STREET FUND	9,054.51
104	ARTERIAL STREET FUND	78,630.85
105	LIBRARY FUND	4,691.65
332	PWTF SEWER CONSTRUCTION FUND	6,053.85
401	SEWER FUND	14,393.34
407	1998 SEWER REVENUE BOND FUND	303.50
410	CUM RES-SEWER FACILITIES FUND	433,278.86
412	SOLID WASTE FUND	44,192.98
425	STORMWATER	410.30
TOTAL		631,525.17

CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
06/24/2009 (Printed 06/18/2009 10:54)

PAGE 12

DEPARTMENT	AMOUNT
001 000 011	56.25
001 000 012	6,044.74
001 000 014	1,096.84
001 000 015	2,836.15
001 000 016	985.00
001 000 017	582.42
001 000 018	762.90
001 000 019	418.00
001 000 020	3,849.87
001 000 021	17,213.32
001 000 022	1,421.27
001 000 024	327.11
001 000 062	411.93
FUND CURRENT EXPENSE FUND	36,005.80
101 000 076	3,956.74
FUND PARK FUND	3,956.74
102 000 036	552.79
FUND CEMETERY FUND	552.79
103 000 042	9,054.51
FUND STREET FUND	9,054.51
104 000 042	78,630.85
FUND ARTERIAL STREET FUND	78,630.85
105 000 072	4,691.65
FUND LIBRARY FUND	4,691.65
332 000 082	6,053.85
FUND P WTF SEWER CONSTRUCTION FUND	6,053.85
401 000 035	14,393.34
FUND SEWER FUND	14,393.34
407 000 082	303.50
FUND 1998 SEWER REVENUE BOND FUND	303.50
410 000 000	433,278.86
FUND CUM RES-SEWER FACILITIES FUND	433,278.86
412 000 037	44,192.98
FUND SOLID WASTE FUND	44,192.98
425 000 039	410.30
FUND STORMWATER	410.30
TOTAL	631,525.17

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 24 2009

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

June 16, 2009

To Whom It May Concern:

This letter is to acknowledge free gratis use of the Sedro Woolley Community building on a once-monthly basis. The Sedro Woolley Community Accountability Board, working under authority of Skagit County Youth and Family Services, meets with local juvenile offenders and their families.

Our mission is to hold the juveniles accountable for their behaviors, while providing an opportunity for them to avoid the court system.

We greatly appreciate the City of Sedro-Woolley's willingness to permit our use of this facility. We believe our program offers a very beneficial and successful outcome as evidenced by substantially reduced court costs, and very few repeat offenders.

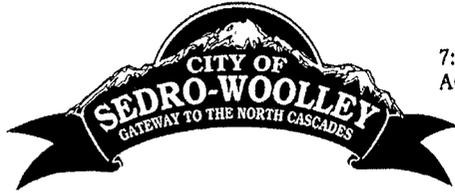
Respectfully,



John Ruthford, Chairman
Sedro-Woolley Community Accountability Board

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 24 2009



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 32

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9933
Fax (360) 855-0733

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

MEMO TO: City Council
FROM: Mark A. Freiberger, PE
RE: **On-Call Construction Service Agreements**
DATE: June 19, 2009 (for Council action June 24, 2009)

ISSUE: Should the Council authorize the Mayor to sign the attached On-Call Construction Services Agreements with Lee Johnson & Son Construction, Inc., Excavation West, LLC, and Interwest Construction Inc.?

BACKGROUND: In the past, the Sedro-Woolley Public Works Department has issued On-Call agreements for miscellaneous construction services for sewer repairs that require equipment or services that are beyond the capabilities or manpower availability of department staff, and are of an emergent nature. That is, the work is not previously planned and while not a direct emergency, does need to be completed in an expeditious manner without benefit of detailed plans and specifications needed for a normal bid project.

Under current state law, the city can utilize the Small Works Roster process for contracts up to \$200,000 (increases to \$300,000 on July 26, 2009). For contracts under \$100,000, bids must be solicited from a minimum of five contractors.

As authorized under Resolution 760-07, staff selected five local contractors from the MRSC Roster and requested labor and equipment rate quotations. To establish a means of ranking the contractors, a typical sewer repair project was created to establish hours for the work and equipment types. This analysis is attached. Based on this analysis, the contractors were ranked, with the lowest representative bid being from Excavation West, LLC, followed by Lee Johnson & Son Construction, Inc. and Interwest Construction, Inc.

Staff has prepared an On-Call Construction Services Agreement for each of these three contractors. Our intent is to utilize them for sewer digs on an as-available basis, with the first offer of work to the lowest ranked bidder, followed by the second and third should the low bidder not be available for the particular work call.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached On-Call Construction Services Agreements with Lee Johnson & Son Construction, Inc., Excavation West, LLC, and Interwest Construction Inc.

CITY OF SEDRO-WOOLLEY
PUBLIC WORKS DEPARTMENT

	Hourly Rates			
	Johnson	Excavation West	Interwest Construction	Jansens Construction
Superintendent/Supervisor			72.96	
Foreman	58.00	55.00	63.06	
Operator	58.00	52.50	60.60	
Mechanic Operator Foreman			63.11	
Mechanic Operator			61.88	
Pipe Layer	58.00	42.75	50.00	
Spreader Operator			50.00	
General Laborer	55.00	42.00	49.13	75.00
Finisher/TCS			44.73	
Flagger		35.75	42.16	
Material Rates		Cost plus 7%		
Sand & Sandy Gravel Borrow, per Ton				5.50
Waste clean fill round robin, Cubic Yard				3.00
140 Backhoe	\$60.00/day	13.50	20.46	125.00
140 Backhoe				205.00
140 Backhoe (JD 410)	27.00	30.00	46.94	138.00
140 Excavator			150.00	
200 Breaker			295.00	
Mini Excavator			125.00	
200-210 Excavator		27.00	121.91	
312 Excavator		45.00		
315 Excavator		47.50	108.04	
320 Excavator		139.47	205.00	178.00
330 Excavator		110.00	180.12	
936-950 Loader		72.00	79.63	
D3 LGP Dozer		120.00	130.00	
D4 Dozer		35.00	140.00	138.00
D5 Dozer			73.88	
D6 Dozer		145.00	105.36	
D8 Dozer		187.20	187.20	
Jumping Jack Compactor		8.50		
Basic Compactor		6.00		
3' Burn w/ suction & discharge hose		7.50		
Equipment Mobilization		15.00	9.78	125.00
Equipment Mobilization				148.00
Dump Truck 4 Axle Solo	42.00		109.70	100.00
Dump Truck 4 Axle w/Trailer	52.00			112.00
Truck 2 Axle				
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COMPARISON

TYPICAL ONE DAY DIG	HOURS	LEE JOHNSON			EXCAVATION WEST			ICI			JANSWA			CM TRUCKING		
		RATE	TOTAL	TOTAL	RATE	TOTAL	TOTAL	RATE	TOTAL	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
Foreman	8.00	58.00	464.00	440.00	63.06	504.48	600.00	504.48	600.00	75.00	600.00	96.00	726.00	96.00	726.00	
Operator	8.00	55.00	440.00	420.00	60.60	484.80	600.00	484.80	600.00	75.00	600.00	72.00	576.00	72.00	576.00	
Pipe Layer	16.00	55.00	880.00	840.00	50.00	800.00	800.00	800.00	800.00	75.00	1,200.00	144.00	1,152.00	144.00	1,152.00	
Crew Truck	8.00	7.50	60.00	108.00	20.45	163.68	7.50	60.00	7.50	60.00	7.50	60.00	7.50	60.00		
Dump Truck	8.00	45.00	360.00	360.00	198.70	877.60	45.00	360.00	360.00	45.00	360.00	100.00	800.00	100.00	800.00	
Excavator 315	8.00	30.00	240.00	380.00	138.47	1,115.76	205.00	1,640.00	1,640.00	178.00	1,424.00	178.00	1,424.00	178.00	1,424.00	
Tractor	3.00	55.00	165.00	165.00	119.48	358.44	165.00	1,650.00	1,650.00	165.00	1,650.00	165.00	1,650.00	165.00	1,650.00	
Truck & Trailer (Mc/Da-Mob)	3.00	55.00	165.00	165.00	119.48	358.44	165.00	1,650.00	1,650.00	165.00	1,650.00	165.00	1,650.00	165.00	1,650.00	
Driver	3.00	58.00	174.00	157.50	60.60	181.80	174.00	1,740.00	1,740.00	75.00	225.00	72.00	216.00	72.00	216.00	
TOTAL			2,863.00	2,674.50		4,568.56	5,140.00	5,140.00	5,140.00		5,140.00		5,328.00		5,328.00	

POSITION 2nd LOW 3rd

PUBLIC WORKS AGREEMENT 2009-PW-10

On-Call Construction Services Agreement

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Excavation West, LLC**, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor" proposal (if any), project plans and technical specifications:

On Call Construction Services Agreement for miscellaneous construction services of an emergent nature.

II. GENERAL CONDITIONS: The General Conditions of this agreement are the current edition of the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" s understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **City Engineer** or his designee as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business and Occupation License is required, and Contractor is responsible for payment of the taxes imposed thereunder.

D. Equal Employment Responsibilities: Contractor agrees that it shall actively solicit the employment of minority group members. Contractor further agrees that it shall actively solicit bids for the subcontracting of goods of services from qualified minority businesses. contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section to the Project Manager. As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, Blacks, Women, Native Americans, Orientals, Eskimos, Aleuts, and Spanish Americans.

This subparagraph replaces section 1-07.11(1) through (10) of the General conditions. If this contract includes Federal funds, contractor must comply with the foregoing section of the General conditions.

E. **Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

F. **Bonding Requirements:** The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

G. **Insurance:** Contractor agrees to obtain liability insurance naming the City as an additional insured in amounts and in the form acceptable to the city, and to provide a Certificate of Insurance to this effect.

H. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the Traffic Engineer. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

I. **MRSC Roster:** The Contractor shall be registered with the MRSC Washington State Small Public Works Contractors and Consultant Services Roster. Contact www.mrscrosters.org for details.

III. PAYMENT

A. The maximum payable hereunder is **\$90,000**.

B. The City agrees to pay the Contractor: **per Task Order and Attachment A "Excavation West, LLC - Rates for City of Sedro-Woolley Sewer Dept."**

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **December 31, 2010**.

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: As ordered by the Project Manager.

EXECUTED, this the _____ day of _____, 200____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 200____, for the CITY OF SEDRO-WOOLLEY:

MIKE ANDERSON, Mayor

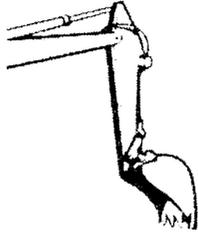
Attest:

Finance Director

Approved as to form:

City Attorney

ATTACHMENT A
2009-FW-11



Excavation West, LLC

Office Address:

9619 Green Rd. ~ Burlington, WA 98233

Mailing Address:

30805 Walberg Road ~ Sedro-Woolley, WA 98284

Office 360-707-0675 Fax 360-707-0657

Rec
1:40 pm
4-15-09
(Signature)

April 14, 2009

City of Sedro-Woolley
325 Metcalf
Sedro-Woolley, WA 98284

Attention: Debbie Allen

Reference: Maintenance Contract

Debbie,

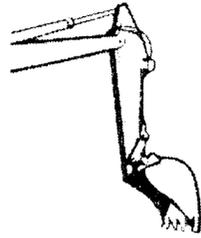
Attached are our labor, equipment, material and subcontractor rates for the sewer maintenance contract. Please call if you have any questions.

Sincerely,

Excavation West, LLC

A handwritten signature in cursive script, appearing to read "Bill Swartz".

Bill Swartz
Project Manager



Excavation West, LLC

Office Address:

9619 Green Rd. ~ Burlington, WA 98233

Mailing Address:

30805 Walberg Road ~ Sedro-Woolley, WA 98284

Office 360-707-0675 Fax 360-707-0657

Rates for City of Sedro-Woolley Sewer Dept.

Laborer Rates:

Foreman	\$55.00
Operator	\$52.50
Pipe Layer	\$42.75
General Laborer	\$42.00
Flagger	\$35.75

Material Rates:

All material will be at cost plus 7%

Subcontractor Rates:

All subcontractors will be at cost plus 7%

Rental Equipment Rates:

All fueled rental equipment will be at cost plus 15%

All other rental equipment will be at cost plus 7%

Owned Equipment Rates:

¾ & 1 ton Pickups	\$13.50	Includes small tools & consumables
580 Backhoe	\$30.00	
277 Skid Steer w/loader bucket	\$28.00	
Cat 304 Excavator	\$27.00	
Cat 312 Excavator	\$45.00	
Cat 315 Excavator	\$47.50	
Cat 330 Excavator	\$110.00	
950 Loader	\$72.00	
D4 Dozer	\$35.00	
D8 Dozer	\$145.00	
Jumping Jack Compactor	\$8.50	
Plate Compactor	\$6.00	
Hoe-Pac	\$14.00	
3" Pump	\$7.50	Incl. suction & discharge hose
T12 Equipment Trailer	\$15.00	

Equipment rates shown are fueled and unoperated. These rates do not include mobilization or Washington State sales tax.

PUBLIC WORKS AGREEMENT 2009-PW-11

On-Call Construction Services Agreement

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Lee Johnson & Son Construction, Inc.** (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor proposal (if any), project plans and technical specifications:

On Call Construction Services Agreement for miscellaneous construction services of an emergent nature.

II. GENERAL CONDITIONS: The General Conditions of this agreement are the current edition of the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **City Engineer** or his designee as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business and Occupation License is required, and Contractor is responsible for payment of the taxes imposed thereunder.

D. Equal Employment Responsibilities: Contractor agrees that it shall actively solicit the employment of minority group members. Contractor further agrees that it shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section to the Project Manager. As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, Blacks, Women, Native Americans, Orientals, Eskimos, Aleuts, and Spanish Americans.

This subparagraph replaces section 1-07.11(1) through (10) of the General conditions. If this contract includes Federal funds, contractor must comply with the foregoing section of the General conditions.

E. **Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

F. **Bonding Requirements:** The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

G. **Insurance:** Contractor agrees to obtain liability insurance naming the City as an additional insured in amounts and in the form acceptable to the city, and to provide a Certificate of Insurance to this effect.

H. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the Traffic Engineer. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

I. **MRSC Roster:** The Contractor shall be registered with the MRSC Washington State Small Public Works Contractors and Consultant Services Roster. Contact www.mrsicrosters.org for details.

III. PAYMENT

A. The maximum payable hereunder is **\$90,000**.

B. The City agrees to pay the Contractor: **on an hourly basis per Attachment A "Lee Johnson & Son Construction, Inc. - Rates for City of Sedro-Woolley Sewer Dept"**

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **December 31, 2010**.

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: As ordered by the Project Manager.

EXECUTED, this the _____ day of _____, 200____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 200____, for the CITY OF SEDRO-WOOLLEY:

MIKE ANDERSON, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

PUBLIC WORKS AGREEMENT 2009-PW-12

On-Call Construction Services Agreement

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Interwest Construction, Inc.** (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor proposal (if any), project plans and technical specifications:

On Call Construction Services Agreement for miscellaneous construction services of an emergent nature.

II. GENERAL CONDITIONS: The General Conditions of this agreement are the current edition of the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".
2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".
3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **City Engineer** or his designee as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business and Occupation License is required, and Contractor is responsible for payment of the taxes imposed thereunder.

D. Equal Employment Responsibilities: Contractor agrees that it shall actively solicit the employment of minority group members. Contractor further agrees that it shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section to the Project Manager. As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, Blacks, Women, Native Americans, Orientals, Eskimos, Aleuts, and Spanish Americans.

This subparagraph replaces section 1-07.11(1) through (10) of the General conditions. If this contract includes Federal funds, contractor must comply with the foregoing section of the General conditions.

E. **Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

F. **Bonding Requirements:** The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

G. **Insurance:** Contractor agrees to obtain liability insurance naming the City as an additional insured in amounts and in the form acceptable to the city, and to provide a Certificate of Insurance to this effect.

H. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the Traffic Engineer. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

I. **MRSC Roster:** The Contractor shall be registered with the MRSC Washington State Small Public Works Contractors and Consultant Services Roster. Contact www.mrscrosters.org for details.

III. PAYMENT

A. The maximum payable hereunder is **\$90,000**.

B. The City agrees to pay the Contractor: **on an hourly basis per Attachment A "Interwest Construction, Inc. – Equipment/Labor Rates"**

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **December 31, 2010**.

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: As ordered by the Project Manager.

EXECUTED, this the _____ day of _____, 200____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 200____, for the CITY OF SEDRO-WOOLLEY:

MIKE ANDERSON, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

ATTACHMENT A
2009-PW-12



Date: April 14, 2009
To: City of Sedro Woolley
From: Eben Twaddle
Attn: Debbie Allen
RE: **Equipment/Labor Rates**

Attached please find our equipment and labor rates. For your review, I have added all overhead and profit to both sets of rates.

If you have any questions and/or need any additional information please do not hesitate to contact me.

Sincerely,
INTERWEST CONSTRUCTION, INC.

ATTACHMENT A
2009 - PW -

Interwest Construction, Inc.
Labor Rates
Effective: January 1, 2009 thru May 31, 2009

	Straight Time	Time and One Half	Double Time
Equipment Operator/Superintendent	\$72.96	\$99.78	\$126.60
Equipment Operator/Foreman	\$63.06	\$84.93	\$106.79
Equipment Operator	\$60.60	\$81.23	\$101.86
Mechanic/Operator Foreman	\$63.11	\$85.00	\$106.89
Mechanic/Operator	\$61.88	\$83.15	\$104.43
Carpenter Superintendent	\$64.54	\$88.61	\$112.69
Carpenter Foreman	\$63.31	\$86.77	\$110.22
Carpenter Journeyman	\$59.04	\$80.37	\$101.69
Teamster (Truck/Trailer)	\$33.57	\$47.13	\$ 60.69
Teamster (Solo)	\$33.57	\$47.13	\$ 60.69
Driver Asphalt Mix (Under 16 Tons)	\$55.70	\$82.49	\$109.27
Driver Asphalt Mix (Over 16 Tons)	\$56.69	\$83.97	\$111.25
Laborer/Foreman	\$52.47	\$72.43	\$ 92.38
Laborer Pipelayer	\$50.00	\$68.73	\$ 87.45
Laborer	\$49.13	\$67.41	\$ 85.70
Flagger/TCS	\$44.73	\$60.81	\$ 76.90
Flagger	\$42.16	\$56.96	\$ 71.77

The above rates include all costs, overhead and profit.



Force Account Equipment List

01-06	1999 Case 580 Super L Series II Backhoe	\$ 15.89	\$ 42.80
01-07	2001 Case 580 Super M Backhoe	\$ 18.93	\$ 46.82
01-08	2001 Case 580 Super M Backhoe	\$ 18.10	\$ 45.59
01-10	1998 Case 590 Super L Series II Backhoe	\$ 19.26	\$ 47.15
01-11	2005 Case 580 Super M Series II Backhoe	\$ 19.63	\$ 46.94
01-12	2005 Case 580 Super M Series II Backhoe	\$ 19.63	\$ 46.94
01-13	2006 Case 580 Super M Series II Backhoe	\$ 19.95	\$ 47.27
01-14	2006 Case 590 Super M Series II Backhoe	\$ 25.23	\$ 56.05
01-15	2006 Case 580 Super M Series II Backhoe	\$ 19.95	\$ 47.27
01-16	2007 Case 580 Super M Series II Backhoe	\$ 20.19	\$ 47.51
01-17	2007 Case 580 Super M Series II Backhoe	\$ 20.19	\$ 47.51
02-04	1994 Caterpillar D5 H Series II Dozer	\$ 36.94	\$ 85.93
02-05	2004 John Deere 700H XLT Dozer	\$ 38.95	\$ 85.58
02-06	1997 Caterpillar D6 R Dozer	\$ 46.02	\$ 105.36
02-07	2006 John Deere 700J XLT Dozer	\$ 42.40	\$ 89.38
02-08	1987 Caterpillar D8N Dozer w/ rippers	\$ 83.18	\$ 187.20
02-09	2007 Caterpillar D5 G Dozer	\$ 34.78	\$ 73.88
02-10	2007 John Deere 650 J XLT Dozer	\$ 37.06	\$ 77.14
02-11	2007 Caterpillar D5 GXL Dozer	\$ 34.78	\$ 73.88
02-12	2007 Caterpillar D5 GXL Dozer	\$ 34.78	\$ 73.88
03-03	1984 Kenworth W900 B Dump Truck	\$ 25.31	\$ 105.29
03-04	1989 Kenworth T800 Dump Truck	\$ 25.31	\$ 105.29
03-05	1993 Kenworth T800 B Dump Truck	\$ 26.74	\$ 106.72
03-06	1984 Kenworth W900 Tractor Truck	\$ 20.96	\$ 91.92
03-07	1998 Kenworth W900 Tractor Truck	\$ 28.32	\$ 108.31
03-08	2002 Peterbilt 330 Dump Truck	\$ 13.54	\$ 51.77
03-09	2007 Kenworth T800 B Dump Truck	\$ 31.73	\$ 111.71
03-10	1999 International 9900 Transfer Truck	\$ 28.45	\$ 108.43
03-11	2007 Peterbilt 378 Dump Truck	\$ 31.73	\$ 111.71
03-12	2004 Kenworth T800 B Dump Truck	\$ 29.72	\$ 109.70
03-13	2007 Peterbilt 378 Transfer Truck	\$ 31.73	\$ 111.71
03-14	2005 Kenworth T800 B Tractor Truck	\$ 29.72	\$ 109.70
03-15	2007 Kenworth T800 B Tractor Truck	\$ 35.17	\$ 122.46
03-16	2005 Kenworth T800 B CAD Truck	\$ 43.23	\$ 157.71
03-17	2000 Kenworth T800 B Tractor Truck	\$ 28.84	\$ 108.82
03-18	2005 Peterbilt 378 Dump Truck	\$ 29.75	\$ 109.73
03-19	2007 Kenworth T800 B Tractor Truck	\$ 31.73	\$ 111.71
03-20	2007 Kenworth T800 B Dump Truck	\$ 34.58	\$ 121.76
03-21	2007 Kenworth T800 B Tractor Truck	\$ 35.28	\$ 122.46
03-22	2008 Peterbilt 367 Dump Truck	\$ 32.37	\$ 112.36
03-23	2008 Peterbilt 367 Dump Truck	\$ 32.37	\$ 112.36
03-24	2007 Kenworth T800 B Dump Truck	\$ 31.73	\$ 111.71
03-25	2009 Kenworth T800 B Tractor Truck	\$ 32.37	\$ 112.36
03-26	2008 Kenworth T800 B Tractor Truck	\$ 32.37	\$ 112.36
04-01	1983 Homebuilt 2 axle Tilt Equipment Trailer	\$ 2.77	\$ 5.42
04-02	1994 Interstate 40DLA 2 axle Beaver Tail Equipment Trailer	\$ 3.09	\$ 5.91
04-03	1997 Gem State Mfg. 4359 2 axle Tilt Equipment Trailer	\$ 3.29	\$ 6.28
04-04	1998 Interstate DLA46 3 axle Beaver Tail Equipment Trailer	\$ 5.34	\$ 9.71
04-05	1995 Western Const. Co. 2 axle 30CY End Dump Trailer	\$ 6.92	\$ 12.10
04-06	2001 Western Const. Co. 2 axle 60CY End Dump Trailer	\$ 7.11	\$ 12.28
04-07	2002 Thurston Mfg. Co. SS433 3 axle Side Dump Trailer	\$ 8.74	\$ 14.38
04-09	1997 Williams Mfg. WWD-16-12L 3 axle Pup Trailer	\$ 8.58	\$ 14.21
04-10	1998 Williams Mfg. WWD-16-12 3 axle Pup Trailer	\$ 8.61	\$ 14.25
04-11	1999 Thurston Mfg. Co. 22484 4 axle Side Dump Trailer	\$ 9.84	\$ 16.00
04-12	1990 Aspen LB60 60 Ton Detachable Neck Lowbed Trailer	\$ 12.21	\$ 21.36



Force Account Equipment List

04-13	1989 Great Dane GP-245 2 axle 45FT Flatbed Trailer	\$ 6.27	\$ 12.02
04-14	2002 Williams AZ-480T Single Axle Zipper Trailer	\$ 1.23	\$ 2.78
04-15	2003 Gem State Mfg. T-12-UT 2 axle Tilt Equipment Trailer	\$ 3.34	\$ 6.33
04-16	2000 Rellance 3TROHD-24 3 axle Transfer Trailer	\$ 12.24	\$ 20.11
04-17	2004 Aspen HHT / RL 1 axle Lowbed Booster	\$ 7.07	\$ 12.77
04-18	2005 Gem State Mfg. 2 axle Tilt Equipment Trailer	\$ 3.36	\$ 6.35
04-19	1997 Sturdyweld DS36SA 3 axle Pup Trailer	\$ 8.58	\$ 14.21
04-20	2005 Sturdyweld DS36SA-43 3 axle Pup Trailer	\$ 8.82	\$ 14.46
04-21	2004 Mirage TRA/REM M714TA2 2 axle Cargovan Trailer	\$ 1.96	\$ 3.97
04-23	2005 Thurston Mfg. Co. SS454 4 axle Sidedump Trailer	\$ 10.02	\$ 16.17
04-24	1996 Trailblazer S4203 3 axle Belly Dump Trailer	\$ 6.62	\$ 11.28
04-25	2001 Trallmax 3 axle Tilt Equipment Trailer	\$ 5.41	\$ 9.78
04-26	1993 Trailer King 3 axle Belly Dump Trailer	\$ 6.42	\$ 11.07
04-27	2006 Sturdyweld DS46SAL 4 axle Pup Trailer	\$ 10.21	\$ 16.36
04-29	2006 Sturdyweld DS36SA-ST 3 axle Turntable Pup Trailer	\$ 8.99	\$ 14.63
04-30	1999 Williamson 10-3 2 axle Zipper Trailer	\$ 1.22	\$ 2.77
04-31	2006 Sidedumper JDR-425 4 axle Sidedump Trailer	\$ 10.21	\$ 16.36
04-32	2007 Trallmax T-12-UT 2 axle Tilt Equipment Trailer	\$ 3.52	\$ 6.51
04-33	2006 Sturdyweld DS46SAL 4 axle Pup Trailer	\$ 10.38	\$ 16.54
04-34	2007 Trinity BN1345 4 axle Belt Trailer	\$ 13.03	\$ 20.96
04-35	2007 Reliance 4TROIF-27'4" 4 axle Transfer Trailer	\$ 13.03	\$ 20.96
04-36	2007 Sturdyweld DS46SAL 4 axle Pup Trailer	\$ 10.38	\$ 16.54
04-37	2007 Aspen JT40-3 3 axle 40Ton Lowbed Jeep Trailer	\$ 11.34	\$ 19.16
04-38	2007 Aspen HG75-3-US 3 axle 75Ton Detachable Neck Lowbed Trailer	\$ 15.32	\$ 25.27
04-39	2007 Aspen TD25-2-H 2 axle 4Ton Booster Lowbed Trailer	\$ 7.54	\$ 13.24
04-40	2008 Sturdyweld DS46SAL 4 axle Pup Trailer	\$ 10.50	\$ 16.65
04-41	2007 Trallmax T-12-UT 2 axle Tilt Equipment Trailer	\$ 3.52	\$ 6.51
04-42	2008 Sturdyweld DS46SAL 4 axle Pup Trailer	\$ 10.50	\$ 16.65
04-43	2008 Sidedumper JDR-425 4 axle Sidedump Trailer	\$ 10.50	\$ 16.65
04-44	2008 Sturdyweld DS46SAL 4 axle Pup Trailer	\$ 10.50	\$ 16.65
04-45	2008 Trallmax T-12-UT 2 axle Tilt Equipment Trailer	\$ 3.57	\$ 6.57
04-46	2005 Trinity 4 axle Belt Bottom Trailer	\$ 12.43	\$ 20.31
04-47	2009 Trinity 3 axle Eagle Bridge Belt Bottom Trailer	\$ 13.20	\$ 21.14
05-03	1998 Ingersoll-Rand SD-100D Pro Pac Single Drum Roller	\$ 24.85	\$ 61.02
05-04	1996 Ingersoll-Rand SD-150 Pro Pac Single Drum Roller	\$ 31.96	\$ 82.62
05-05	1997 Bomag BW 130AD Double Drum Roller	\$ 13.63	\$ 29.67
05-06	1985 Dynapac CC142 Double Drum Roller	\$ 21.82	\$ 37.86
05-07	2000 Caterpillar CP-433C Sheeps Foot Roller	\$ 21.83	\$ 52.01
05-08	1998 Dynapac CA252 Single Drum Roller	\$ 28.22	\$ 61.92
05-09	1997 Caterpillar CP-563C Sheeps Foot Roller	\$ 27.27	\$ 68.15
05-10	2006 Caterpillar CS-533E Single Drum Roller	\$ 29.43	\$ 66.29
05-11	2001 Caterpillar CB-334D Double Drum Roller	\$ 18.80	\$ 32.78
05-12	2007 Caterpillar CS-533E Single Drum Roller	\$ 29.91	\$ 66.77
05-13	2007 Caterpillar CS-533E Single Drum Roller	\$ 29.91	\$ 66.77
05-14	2005 Caterpillar CB-224E Double Drum Roller	\$ 17.50	\$ 29.35
06-05	1997 John Deere 450 LC Excavator	\$ 107.70	\$ 220.00
06-07	2002 John Deere 160 LC Excavator	\$ 56.01	\$ 104.13
06-08	1998 Bobcat X320 Excavator	\$ 7.80	\$ 16.71
06-09	1996 John Deere 892E Excavator	\$ 64.31	\$ 145.90
06-12	2000 John Deere 200LC Excavator	\$ 63.77	\$ 125.24
06-13	2005 John Deere 330C LC Excavator	\$ 87.26	\$ 180.12
06-15	2005 John Deere 50 D Excavator	\$ 24.28	\$ 42.79
06-16	2005 John Deere 160C LC Excavator	\$ 60.01	\$ 109.23
06-17	2006 John Deere 160C LC Excavator	\$ 58.22	\$ 105.72
06-18	2006 John Deere 200C LC Excavator	\$ 63.84	\$ 121.91



Force Account Equipment List

		Acquired	Standard
06-19	2006 John Deere 270D LC Excavator	\$ 81.98	\$ 156.96
06-20	2006 John Deere 200C LC Excavator	\$ 98.34	\$ 121.91
06-21	2006 John Deere 50 D Excavator	\$ 24.79	\$ 43.31
06-22	2006 John Deere 135C RTS Excavator	\$ 51.07	\$ 90.63
06-23	2006 Caterpillar 315C L Excavator	\$ 59.57	\$ 108.04
06-24	2006 John Deere 50 D Excavator	\$ 24.58	\$ 43.03
06-25	2007 Caterpillar 304C CL Excavator	\$ 23.40	\$ 41.80
06-26	2007 Caterpillar 315C L Excavator	\$ 54.88	\$ 101.17
06-27	2007 Caterpillar 304C CR Excavator	\$ 25.81	\$ 45.76
06-28	2007 Caterpillar 330D L Excavator	\$ 98.99	\$ 194.79
06-29	2007 Caterpillar 301.8C CR Excavator	\$ 17.56	\$ 29.52
06-30	2007 Caterpillar 320D L Excavator	\$ 76.22	\$ 139.47
06-31	2007 Caterpillar 315C L Excavator	\$ 54.88	\$ 101.17
06-32	2007 Caterpillar 304C CR Excavator	\$ 23.18	\$ 41.53
06-33	2004 John Deere 800C LC Excavator	\$ 186.66	\$ 377.27
06-34	2007 Caterpillar 315C L Excavator	\$ 67.08	\$ 117.91
06-35	2007 Caterpillar 315C L Excavator	\$ 54.88	\$ 101.17
06-36	2004 Caterpillar 325C L Excavator	\$ 82.75	\$ 159.98
06-37	2008 Caterpillar 304C CR Excavator	\$ 26.37	\$ 46.44
06-38	2008 John Deere 200D LC Excavator	\$ 66.94	\$ 130.36
06-39	2008 John Deere 160D LC Excavator	\$ 59.28	\$ 106.78
06-40	2004 John Deere 450C LC Excavator	\$ 113.40	\$ 231.28
06-41	2008 Caterpillar 308D CR SB Excavator	\$ 40.08	\$ 68.77
06-42	2008 Caterpillar 314C LCR Excavator	\$ 47.23	\$ 87.77
06-43	2008 Caterpillar 304C CR Excavator	\$ 24.59	\$ 43.10
06-44	2008 Caterpillar 315C L Excavator	\$ 57.83	\$ 104.64
06-45	2008 Caterpillar 304C CR Excavator	\$ 24.30	\$ 42.81
07-01	1990 Caterpillar 926E Wheel Loader	\$ 16.65	\$ 44.65
07-02	2000 Case 1840 Uniloader Wheel Loader	\$ 20.00	\$ 40.30
07-03	2003 John Deere 624H Wheel Loader	\$ 30.95	\$ 71.54
07-04	1997 Volvo L70C Wheel Loader	\$ 9.27	\$ 13.64
07-04	1997 Volvo L70C Wheel Loader	\$ 19.04	\$ 49.17
07-06	2002 John Deere TC54H Wheel Loader	\$ 27.42	\$ 62.09
07-07	1999 John Deere 744H Wheel Loader	\$ 40.77	\$ 99.30
07-08	2006 John Deere 544J Wheel Loader	\$ 31.81	\$ 69.99
07-09	1999 John Deere 544H Wheel Loader	\$ 26.59	\$ 60.97
07-10	2007 Caterpillar 936G Wheel Loader	\$ 38.11	\$ 79.63
07-11	2001 John Deere TC54H Wheel Loader	\$ 27.68	\$ 62.35
07-12	2006 John Deere 644J Wheel Loader	\$ 39.81	\$ 85.70
07-13	2007 Caterpillar 287C Wheel Loader	\$ 25.22	\$ 50.17
07-14	2004 Caterpillar IT-38G Series II Wheel Loader	\$ 38.61	\$ 80.75
07-15	2002 Caterpillar 938G Wheel Loader	\$ 24.63	\$ 62.30
07-16	1998 Caterpillar 980G Wheel Loader	\$ 55.74	\$ 134.23
07-17	2007 Caterpillar 972H Wheel Loader	\$ 67.26	\$ 143.91
08-04	1976 Chevrolet Custom 30 Diesel Pickup Truck	\$ 5.30	\$ 39.51
08-06	2000 Dodge 3500 Diesel 4x4 Flatbed Truck	\$ 21.16	\$ 76.88
08-07	2000 Dodge 3500 Diesel 4x4 Flatbed Truck	\$ 4.91	\$ 39.53
08-09	1999 Dodge 2500 Diesel 4x4 Pickup Truck	\$ 5.65	\$ 17.72
08-10	2001 Toyota Tacoma 4x4 Pickup Truck	\$ 4.24	\$ 21.72
08-11	2002 Dodge 3500 Diesel Flatbed Truck	\$ 25.20	\$ 71.14
08-12	2002 Dodge 2500 Diesel 4x4 Pickup Truck	\$ 5.70	\$ 17.78
08-14	2004 Dodge 2500 Diesel 4x4 Quad-Cab Pickup Truck	\$ 5.14	\$ 20.72
08-16	2005 Ford F550 Diesel Flatbed Truck	\$ 11.04	\$ 38.87
08-17	2000 Dodge 2500 Diesel 4x4 Extend-Cab Pickup Truck	\$ 4.88	\$ 20.46
08-18	2005 Dodge 2500 Diesel 4x4 Extend-Cab Pickup Truck	\$ 4.98	\$ 20.56



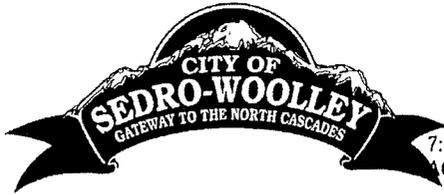
Force Account Equipment List

08-19	2001 Dodge 2500 Diesel 4x4 Quad-Cab Pickup Truck	\$ 4.88	\$ 20.46
08-20	2000 Chevrolet 3500 Pickup Truck	\$ 4.42	\$ 25.58
08-21	2001 Dodge 2500 Diesel 4x4 Extend-Cab Pickup Truck	\$ 4.88	\$ 20.46
08-22	2002 Dodge 3500 Diesel Flatbed Truck	\$ 21.19	\$ 76.91
08-23	2006 Ford F550 Diesel Flatbed Truck	\$ 27.69	\$ 76.62
08-24	2006 Ford F150 Pickup Truck	\$ 3.73	\$ 17.12
08-25	2005 Dodge 2500 Diesel 4x4 Quad-Cab Pickup Truck	\$ 4.98	\$ 20.56
08-26	2005 Dodge 2500 Diesel 4x4 Quad-Cab Pickup Truck	\$ 4.98	\$ 20.56
08-27	2006 Ford F550 Diesel Flatbed Truck	\$ 27.69	\$ 76.62
08-28	2007 Dodge 3500 Diesel 4x4 Flatbed Truck	\$ 21.61	\$ 77.33
08-29	2007 Dodge 3500 Diesel 4x4 Flatbed Truck	\$ 21.61	\$ 77.33
08-30	2007 Dodge 2500 Diesel 4x4 Pickup Truck	\$ 5.09	\$ 20.68
08-31	2005 GMC 1500 4x4 Pickup Truck	\$ 3.54	\$ 16.88
08-32	2007 Dodge 3500 Diesel 4x4 Mega-Cab Pickup Truck	\$ 6.00	\$ 27.62
08-33	2007 Dodge 3500 Diesel 4x4 Flatbed Truck	\$ 21.61	\$ 77.33
08-34	2007 Dodge 2500 Diesel 4x4 Quad-Cab Pickup Truck	\$ 5.09	\$ 20.68
08-35	2007 Dodge 3500 Diesel 4x4 Flatbed Truck	\$ 21.71	\$ 77.43
08-36	2007 Dodge 2500 Diesel 4x4 Quad-Cab Pickup Truck	\$ 5.14	\$ 20.72
08-37	2008 GMC 1500 4x4 Ext. Cab Pickup Truck	\$ 4.46	\$ 21.94
08-38	1997 Ford F250 Pickup Truck	\$ 3.78	\$ 19.02
08-39	2008 Dodge 3500 Diesel 4x4 Flatbed Truck	\$ 21.71	\$ 77.43
09-02	1988 Caterpillar T50D-SA Lift Truck	\$ 5.28	\$ 17.70
09-03	2000 Sky Trak 8042 Lift Truck	\$ 25.76	\$ 55.72
09-04	1997 Terex S5842-Turbo Lift Truck	\$ 24.64	\$ 52.88
09-05	1997 Sky Trak 10054 Lift Truck	\$ 32.26	\$ 64.98
10-01	2000 Lay-mor 8H C Street Sweeper	\$ 8.20	\$ 20.73
10-02	2000 Lay-mor 8H C Street Sweeper	\$ 8.20	\$ 20.73
10-03	2000 Lay-mor 8H C Street Sweeper	\$ 8.20	\$ 20.73
10-05	2005 Lay-mor 8H C Street Sweeper	\$ 8.44	\$ 16.38
10-06	2006 Lay-mor 8H C Street Sweeper	\$ 8.57	\$ 21.10
10-07	2007 Lay-mor 8H C Street Sweeper	\$ 8.64	\$ 21.17
10-08	2003 Freightliner FL70 Street Sweeper	\$ 49.58	\$ 124.15
10-09	2001 Freightliner FL70 Street Sweeper	\$ 49.21	\$ 123.79
11-01	1990 Caterpillar 140G Grader	\$ 30.61	\$ 77.48
11-02	2006 PSI 413XT Maintainer Grader	\$ 34.48	\$ 73.46
11-03	2003 Caterpillar 140H Grader	\$ 49.53	\$ 103.52
11-04	2000 Caterpillar 14H Grader	\$ 73.16	\$ 142.11
12-01	1999 Atlas Copco XAS 96(JD) Compressor	\$ 5.90	\$ 23.95
12-02	2002 Atlas Copco XAS 96(JD) Compressor	\$ 5.92	\$ 23.98
12-03	1998 Atlas Copco XAS 96(JD) Compressor	\$ 5.88	\$ 23.93
12-04	2001 Atlas Copco XAS 96(JD) Compressor	\$ 5.92	\$ 23.98
12-05	2001 Atlas Copco XAS 96(JD) Compressor	\$ 5.92	\$ 23.98
12-06	2000 Sullair 185HDPQ-JD Compressor	\$ 5.89	\$ 23.94
13-01	2004 Zipper AS 380 Asphalt Grinder	\$ 63.25	\$ 126.50
13-04	1999 Zipper AS 480 Asphalt Grinder	\$ 66.13	\$ 143.75
13-05	2000 Finn B40 Straw Blower	\$ 17.25	\$ 28.75
14-01	1997 Multiquip/Wisperwatt DCA-85SSK Generator	\$ 8.49	\$ 49.20
14-02	1997 Multiquip/Wisperwatt DCA-25SSIU Generator	\$ 5.23	\$ 16.50
14-03	1997 Multiquip/Wisperwatt DCA-25SSIU Generator	\$ 5.23	\$ 16.50
14-04	2003 Multiquip/Wisperwatt DCA-25SSIU Generator	\$ 5.26	\$ 16.53
14-05	2004 Multiquip/Wisperwatt DCA-25SSIU Generator	\$ 5.26	\$ 16.53
15-05	2002 Volvo A35D Articulated Off-Road Dump Truck	\$ 67.29	\$ 135.77
15-06	2002 Volvo A35D Articulated Off-Road Dump Truck	\$ 67.29	\$ 135.77
15-07	2004 Volvo A35D Articulated Off-Road Dump Truck	\$ 68.31	\$ 136.79
15-08	2004 Volvo A35D Articulated Off-Road Dump Truck	\$ 68.31	\$ 136.79



Force Account Equipment List

16-01	1995 Evergreen 8' x 24' Office Trailer	\$ 1.21	\$ 2.19
16-02	1994 Evergreen 8' x 24' Office Trailer	\$ 1.17	\$ 2.15
16-03	2000 Whitley 8' x 24' Office Trailer	\$ 1.21	\$ 2.19
16-04	1998 Whitley 10' x 32' Office Trailer	\$ 1.53	\$ 2.62
16-05	1997 Northwest Bldg. Sys. 8' x 20' Office Trailer	\$ 1.06	\$ 1.98
16-06	1998 Northwest Bldg. Sys. 8' x 20' Office Trailer	\$ 1.06	\$ 1.98
17-01	1991 Amida Site-Lite SL-4060D 4MT Light Plant	\$ 5.60	\$ 10.72
17-02	Lite Rite C2-130/4 Light Plant	\$ 5.60	\$ 10.72
17-03	2003 Magnum MLT4060MMH Light Plant	\$ 6.03	\$ 11.14
18-01	2000 Vactron Vacuum Trailer	\$ 18.93	\$ 44.23
19-01	1997 Ditch Witch 1020H Walk Behind Trencher	\$ 2.78	\$ 7.73
20-01	Honda All-Terrain Vehicle	\$ 3.80	\$ 6.96
20-02	2006 John Deere Gator All-Terrain Vehicle	\$ 7.71	\$ 12.02
20-03	2008 John Deere Gator TS All-Terrain Vehicle	\$ 7.71	\$ 12.02
21-01	2000 Miller Big Blu 400 D Trailer Mounted Welder	\$ 2.54	\$ 20.65
21-02	2006 Miller Trailblazer 3002 Shop Truck Mounted Welder	\$ 0.78	\$ 7.57
21-03	2002 Miller Trailblazer 301G Shop Truck Mounted Welder	\$ 0.74	\$ 7.52
21-04	Lincoln Ranger 8 Model R Shop Truck Mounted Welder	\$ 0.74	\$ 7.52
21-05	2006 Lincoln LN-25 Semiautomatic Wire Feeder Welder	\$ 0.71	\$ 1.29
22-02	2007 Peterbilt 335 Lube Truck	\$ 49.32	\$ 139.94
22-03	2008 Peterbilt 365 Lube Truck	\$ 53.46	\$ 155.93
23-01	International Agriculture Tractor	\$ 23.00	\$ 51.75
23-02	John Deere 2950 Agriculture Tractor	\$ 23.00	\$ 69.00
23-03	John Deere 7800 Agriculture Tractor	\$ 23.00	\$ 97.75
24-01	1986 Kenworth W900 4000 Gal Water Truck	\$ 19.65	\$ 63.87
24-02	1992 Kenworth W900 B 4000 Gal Water Truck	\$ 20.37	\$ 64.58
24-03	1995 Ford L8000 2500 Gal Water Truck	\$ 10.66	\$ 36.42
24-04	2006 NP Transpro 2450 Gal Water Truck	\$ 11.18	\$ 36.94
24-05	1995 Ford LA9000 2500 Gal Water Truck	\$ 10.66	\$ 36.42
25-01	1999 Peterbilt 330 Service Truck	\$ 39.73	\$ 120.41
25-02	2005 Ford F550 Service Truck	\$ 29.64	\$ 84.43
25-04	2007 Peterbilt 335 Service Truck	\$ 20.03	\$ 80.52
26-01	1995 Ford LN8000 19 Ton Boom Truck	\$ 39.23	\$ 98.68
27-01	Kello-Bilt 225-3126B Agriculture Implement	\$ 4.03	\$ 12.65
28-01	2006 NP Transpro 550 Gal Water Trailer	\$ 11.47	\$ 20.49
28-02	2001 Mega Corp. MPT 12.3 12,000 Gal Elevating Water Trailer	\$ 10.76	\$ 19.79
28-03	Klein 12,000 Gal Elevated Water Trailer	\$ 13.92	\$ 25.01
29-01	1993 Blaw Knox PF 410 Paver	\$ 103.63	\$ 175.67
30-01	Powerscreen 815-LL Screening Plant	\$ 42.40	\$ 71.88
31-01	2007 Fintec 1107 Crushing Plant	\$ 172.50	\$ 460.00
32-01	1996 Chevrolet Kodiak Dump Truck	\$ 8.68	\$ 61.76
32-02	2000 International 4700 DT 466E Truck	\$ 10.68	\$ 38.51
33-01	8' x 20' Storage Container	\$ 1.91	\$ 1.91
33-02	8' x 20' Storage Container	\$ 1.91	\$ 1.91
33-03	8' x 20' Storage Container	\$ 1.91	\$ 1.91
33-04	8' x 20' Storage Container	\$ 1.91	\$ 1.91
33-05	8' x 20' Storage Container	\$ 1.91	\$ 1.91
33-06	8' x 20' Storage Container	\$ 1.91	\$ 1.91
33-07	8' x 20' Storage Container	\$ 1.91	\$ 1.91
35-01	Portable Arrow Board	\$ 2.02	\$ 2.60
35-02	Portable Arrow Board	\$ 2.02	\$ 2.60
35-03	Portable Changeable Message Sign	\$ 8.11	\$ 8.97
36-01	19ft Electric Mini Scissor Lift	\$ 3.70	\$ 6.81



CITY COUNCIL AGENDA
REGULAR MEETING

JUN 24 2009

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

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

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

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Final Acceptance – SR-9 Township Trenchless Sanitary Sewer Improvement Project**
Trenchless Construction Services, LLC
DATE: June 19, 2009 (for Council review June 24, 2009)

ISSUE

Should Council approve final acceptance of the SR-9 Township Trenchless Sanitary Sewer Improvement Project as constructed by Trenchless Construction Services, LLC of Arlington WA?

BACKGROUND/DISCUSSION

The construction contract for the SR-9 Township Trenchless Sanitary Sewer Improvement Project with Trenchless Construction Services, LLC was executed on July 23, 2008. The work was started on August 18, 2008, with substantial completion approved on February 16, 2009 and Final Acceptance granted on June 9, 2009.

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

FINANCIAL

FUNDING AVAILABLE

PWTF 2008 Sewer Construction Loan	\$5,156,950
Sewer Cumulative Reserve Match Funds	\$ 910,050
PUD No. 1 Interlocal for Water Main Replacement (Final)	\$ 102,918
REET for SR-9 Storm Drain Crossings (Final)	\$ 22,394
Subtotal 2008 CN Funds	\$6,192,311

Other Planned Projects

McGarigle CIPP Sanitary Sewer (estimated final cost)	\$ 608,930
WTF Clarifier 1 (Budget)	\$1,175,000
Design Phase Services (Budget)	\$ 383,000
Total Other	\$2,166,930

Remaining 2008 CN funds **\$4,025,381**

ESTIMATED COST

Trenchless Const Services Inc (incl. WSST)	\$ 3,628,816.80
Construction Engineering (R&E – estimated to final completion)	\$ 198,807.60
Miscellaneous CN Cost	\$ 4,218.76
TOTAL ESTIMATED CONSTRUCTION COST	\$ 3,831,843.16

REMAINING BUDGET **\$ 193,538**

ANALYSIS

The original construction contract for this project totaled \$3,388,674.71. During the course of the work, ten change orders were issued, totaling \$267,359.71. Unit price quantities overall came in at \$27,217.62 under estimate, resulting in a final contract cost of \$3,628,816.80. This is a net 7.1% over the original contract amount, or 2.1% over the 5% contingency allowance for the project. All change orders were documented and approved by council. The most significant issues were grade problems with the new line in the vicinity of Waldron Street and a conflicting Cascade Natural Gas line near Summer Meadows.

Construction Engineering costs are not final, but estimated to be \$198,807, or 5.5% of the bid amount.

The sewer project was funded by the 2008 PWTF Construction Loan and Sewer Cumulative Reserve funds. PUD No. 1 reimbursed the city for 100% of the cost for replacement of the water main from Polte to Waldron. REED funds were used to install two storm drain crossings on SR-9 in preparation for the 2009 SR-9 Sidewalk Project.

Factoring in all of the above, there is a balance of funds available from the PWTF and local Sewer Reserve totaling \$193,538. This assumes that the Wastewater Treatment Plant Clarifier 1 project will proceed, which is not probable at this point. Uncertainties with the outcome of the Metcalf Sewer Project defective work issue have lead Public Works to delay final decision on the Clarifier project until later this year.

MOTION:

Move final acceptance of the SR-9 Township Trenchless Sanitary Sewer Improvement Project as constructed by Trenchless Construction Services, LLC of Arlington WA.

REICHHARDT & EBE ENGINEERING, INC.
CONSULTING ENGINEERS

813 METCALF STREET, SEDRO-WOOLLEY, WA 98284 · 360-855-1713 FAX: 360-855-1164

June 9, 2009

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

Re: SR 9/Township Trenchless Sanitary Sewer Improvement Project

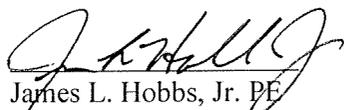
Dear Mr. Freiberger:

I hereby certify that the SR 9/Township Trenchless Sanitary Sewer Improvement Project and all appurtenances were built in accordance with the plans and specifications and that all materials incorporated in the project meet the specifications. An inspection was made on June 8, 2009 to verify that the punch list items had been completed. No outstanding items remain.

It is my understanding that Julie Rosario will prepare the DOR Notice of Completion for Public Works Contract form. No payment should be made from the retained funds until receipt of the Department of Revenue certificate, Department of Labor and Industries Release and Washington State Employment Security Department release.

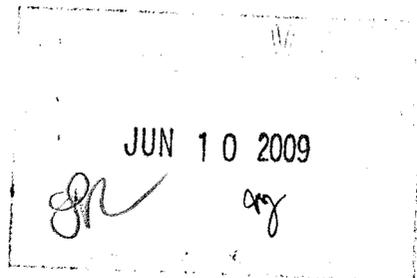
Inspection reports and submittals are on file at our office. These records are the property of the City of Sedro-Woolley and are available to you upon request.

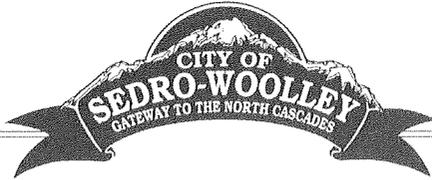
Sincerely,
Reichhardt & Ebe Engineering, Inc.


James L. Hobbs, Jr. PE
Project Engineer

Enclosure

cc: Debbie Allen, Sewer Treatment Plant Superintendent
File

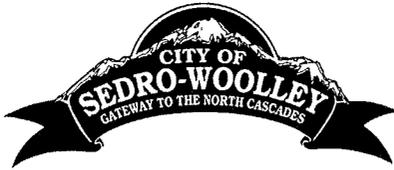




SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

NEW
BUSINESS



CITY COUNCIL AGENDA
REGULAR MEETING

JUN 24 2009

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

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

MEMO:

To: City Council
Mayor Anderson

From: Jack Moore *JM*
Planning Director/ Building Official

Date: June 18, 2009

Subject: Revision to Chapter 17.88 SWMC, *Essential Public Facilities* (EPFs)

ISSUE

Should the City Council revise SWMC section 17.88.060(E) regulating *Essential Public Facilities*?

PROJECT DESCRIPTION / HISTORY

The City Council approved a permanent ordinance regulation *Essential Public Facilities* on April 22, 2009. After adoption, some formatting errors including duplicate paragraphs were identified.

The following sections are the same or similar:

Sections **17.88.060(E)(2)** and 17.88.060(E)(9)
Sections **17.88.060(E)(10)** and 17.88.060(E)(3)
Sections **17.88.060(E)(11)** and 17.88.060(E)(4)
Sections **17.88.060(E)(12)** and 17.88.060(E)(5)
Sections **17.88.060(E)(13)** and 17.88.060(E)(6)

The planning department recommends striking the sections that are shown in bold above.

RECOMMENDED ACTION

Motion to approve ordinance _____ to revise Sedro-Woolley Municipal Code Chapter 17.88.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY,
WASHINGTON AMENDING CHAPTER 17.88 SWMC, DEVELOPMENT
REGULATIONS FOR ESSENTIAL PUBLIC FACILITIES**

WHEREAS, the City of Sedro-Woolley approved a permanent ordinance regulating Essential Public Facilities on April 22, 2009; and

WHEREAS, after adoption, some formatting errors including duplicate paragraphs were identified; and

WHEREAS, the City Council wishes to clarify the requirements of Section 17.88.060(E);

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-
WOOLLEY DOES ORDAIN AS FOLLOWS:**

Section 1. SWMC 17.88.060(E) is amended to read as follows:

E. Decision criteria for Type One facilities “Regional Essential Public Facilities.”

The hearing examiner must approve or approve with conditions, a conditional use permit for a Type one EPF in accordance with the following criteria:

1. The sponsor has provided a meaningful opportunity for public participation in the siting decision and development of mitigation measures that is appropriate in light of the project’s scope, applicable requirements of the county code, and state or federal law;

~~2. The proposal complies with applicable requirements of Chapter 17.56 SWMC and all other applicable provisions of the City code except SWMC 17.56.060;~~

3. The project site meets the facility’s minimum physical site requirements, including projected expansion needs. Site requirements shall be determined by the minimum size of the facility, setbacks, access, support facilities, topography, geology, and on-site mitigation needs;

4. The proposal, as conditioned, adequately mitigates significant adverse impacts to life, limb, property, the environment, public health and safety, transportation systems, economic development and other identified impacts;

5. The proposal, as conditioned, adequately mitigates for any probable significant adverse impact on critical areas or resource lands, except for lineal facilities, such as highways, where no feasible alternative exists.

6. The proposal incorporates specific features to ensure it responds appropriately to the existing or planned character, appearance, quality of development, and physical characteristics of the site and surrounding property; and

7. The project sponsor has proposed mitigation measures that are consistent with the Uniform Relocation Assistance Act Chapter 8.26 RCW 486-100 WAC as now and hereafter amended when otherwise required by law.

9. The proposal complies with applicable requirements of all other applicable provisions of the City code;

~~10. The project site meets the facility's minimum physical site requirements, including projected expansion needs. Site requirements shall be determined by the minimum size of the facility, setbacks, access, support facilities, topography, geology, and on-site mitigation needs;~~

~~11. The proposal, as conditioned, adequately mitigates significant adverse impacts to life, limb, property, the environment, public health and safety, transportation systems, economic development and other identified impacts;~~

~~12. The proposal shall not have any probable significant adverse impact on critical areas or resource lands, except for lineal facilities, such as highways, where no feasible alternative exists;~~

~~13. The proposal incorporates specific features to ensure it responds appropriately to the existing or planned character, appearance, quality of development, and physical characteristics of the site and surrounding property;~~

14. Major public facilities which generate substantial traffic should be sited near major transportation corridors;

15. The project sponsor has proposed mitigation measures that are consistent with the Uniform Relocation Assistance Act Chapter 8.26 RCW 486-100 WAC as now and hereafter amended when otherwise required by law.

16. If the project is a solid waste facility, inpatient facility, correctional facility, sewer treatment facility, or hazardous waste facility, the property on which the project is located is a minimum of 300 feet from any public or private school.

Section 2. EFFECTIVE DATE.

This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

Section 3. SEVERABILITY.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, and signed in authentication of its passage this _____ day of _____.

Mike Anderson, Mayor

Attest:

Christine Salseina, Deputy Clerk

Approved as to form:

Eron Berg, City Attorney

Published: _____

JUN 24 2009

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

Memorandum

To: Mayor Anderson and City Council
From: Patsy Nelson
Date: 6/17/2009
Re: 2009 Budget Amendment #3

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

Background information: The proposed budget changes reflect the Council's authorization of interfund loans due to the timing of property tax receipts and building completion costs being greater than estimated at the time of budget preparation. Earlier this spring, \$41,000 was loaned to the Parks Fund and \$40,000 to the Library Fund. It is anticipated that the same loan amounts will be required in the fall.

	<u>Revenue</u>	<u>Expenditures</u>
<u>Parks Fund</u>		
101.000.000.381.10.30.00 Loan Received	82,000	
101.000.000.397.00.00.00 REET Fund	6,000	
101.000.076.594.76.00.00 Bingham Park Building		6,000
101.000.097.581.20.30.20 Loan Repayment		82,000
<u>Library Fund</u>		
105.000.000.381.10.30.20 Loan Received	80,000	
105.000.097.581.20.30.20 Loan Repayment		80,000
<u>Reserve Current Expense Fund</u>		
302.000.000.381.20.10.10 Loan Repayment-Parks	82,000	
302.000.000.381.20.10.50 Loan Repayment-Library	80,000	
302.000.000.581.10.10.10 Loan Issued-Parks		82,000
302.000.000.581.10.10.50 Loan Issued-Library		80,000
302.000.000.596.35.62.10 Police Evidence Building		2,000
302.000.000.597.20.00.00 Transfer to Parks		6,000
302.000.099.508.00.00.00 Ending Cash		-8,000

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.”

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 2009 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	4,764,435
101 PARKS FUND	806,574
102 CEMETERY FUND	175,237
103 STREET FUND	779,097
104 ARTERIAL STREET FUND	8,778,197
105 LIBRARY FUND	387,965
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	1,265,631
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 P WTF 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	762,581
621 SUSPENSE (SWSD)	100,500
 TOTAL ALL FUNDS	 34,600,120

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 DAY OF _____, 2009.

Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Finance Director

City Attorney

COMMITTEE

REPORTS

AND

REPORTS

FROM

OFFICERS