

Next Ord: 1647-09
Next Res: 805-09

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

July 8, 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 #66719 to #66807 in the amount of \$170,795.39
 - Payroll Warrants #45500 to #45611 in the amount of \$229,918.33
 - c. Verizon Wireless Proposal: Recommendation
 - d. Rimmer Agreement
 - e. Resolution 804-09 - Adopting an Identity Theft Prevention Program
 - f. Possible Contract Award - Professional Services Agreement 2009-PS-08 WTF Mixing Zone Study with Cosmopolitan Engineering Group, Inc.
 - g. Supplemental Agreement 1 to the Local Agency Standard Consultant Agreement 2009-PS-05 - Leonard, Boudinot & Skodje, Inc
4. Special Presentation - Stan Sygitowicz, S-W Housing Authority Commissioner 1984-2009
 5. Public Comment (Limited to 3-5 minutes)

UNFINISHED BUSINESS

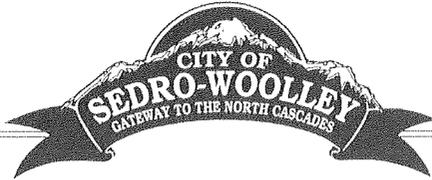
6. Fire Station #2 Update

NEW BUSINESS

7. Solid Waste Rates - Tipping Fee Increase from Skagit County
(*Scheduling of public hearing- action requested*)
8. Planning Commission Appointment (*no materials*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION/YES/PERSONNEL & REAL ESTATE



DATE: July 8, 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 July 8, 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.

JUL 08 2009

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
June 24, 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, Rick Lemley and Dennis London. Staff: Planner Moore and Fire Chief Klinger.

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #66613 to #66718 in the amount of \$631,525.17 (Voided Warrants #66614 thru #66618)
 - Payroll Warrants #45387 to #45499 in the amount of \$176,628.42
- Waiver of Fees – Community Center – Sedro-Woolley Community Accountability Board
- On-Call Construction Service Agreements
- Final Acceptance – SR 9/Township Trenchless Sanitary Sewer Improvement Project

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

Special Presentation – Outstanding Wastewater Treatment Plant Award from DOE

Karen Burgess and Tonya Lane of the Department of Ecology presented the Wastewater Treatment Plant with an award for outstanding operations of the treatment plant for 2008. Burgess reviewed the standards that must be achieved to receive the award and noted that the Sedro-Woolley plant is one of the best in the Northwest Region.

Debbie Allen, Wastewater Treatment Plant foreman thanked the Council and Mayor in providing the funding for them to maintain their plant operations at an exceptional level. Plant Operators Stu Earnst (retired), Rob Macready and Carrie Weyand were introduced to the Council and received a round of applause.

Public Comment

Rick Judd – 606 Cedar Tree Drive, addressed the Council regarding the handicapped spaced in front of the Hometown Café.

NEW BUSINESS

Revision to Chapter 17.88 SWMC, Essential Public Facilities (EFP's)

Planner Moore addressed the Council regarding the passage of the Essential Public Facilities Ordinance on April 22, 2009. He noted after adoption there was some formatting errors which included duplicate paragraphs. He noted the Planning Department recommends striking the sections shown in the staff memo.

Discussion ensued regarding some of the changes and the use of a code advisor, who then reviews and brings to our attention formatting errors as well as integration with other parts of the code.

Councilmember Storrs moved to approve Ordinance No. 1645-09 to Revise Sedro-Woolley Municipal Code Chapter 17.88. Seconded by Councilmember Splane. Motion carried (5-0).

2009 Budget Amendment #3

Mayor Anderson reviewed the proposed budget amendment.

Councilmember Storrs moved to approve Ordinance No. 1646-09 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".

Councilmember London questioned the process at the time of repayment of funds in connection with the budget amendment.

Motion carried (5-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Fire Chief Klinger – noted it is fireworks time. He stated there are two approved stands that will be opening that are operated by a church group out of Mount Vernon.

Planner Moore – noted the Planning Commission has been working diligently on the task items as outlined by the Council. He noted there is a lot of work being accomplished and they are 95% through the first three comp plan amendments for the year and have started analyzing the City Wide rezone effort. Moore also discussed plans to notify the public for upcoming work shops.

Councilmember Meamber – commented on the driveway at Riverfront Park and noted the need for a walking path to the Carnival area.

Councilmember Splane – questioned Loggerodeo's use of Riverfront Park.

Councilmember Lemley – noted a travel trailer on the east end of Ferry Street that has been parked for some time. Fire Chief Klinger stated he will pass word onto the Police Department for investigation.

Councilmember London – reported on representing the Mayor at the recent SCOG and the Solid Waste Governance Board. He noted he made it very clear on behalf of the Council and citizens that Sedro-Woolley was not in favor of any rate increase. He also wished everyone a safe Fourth of July.

Councilmember Splane – noted he will be touring the incinerator in Oregon soon.

Fire Chief Klinger – reported on the replacement of the logs on the train at the entrance to town.

Councilmember Meamber – stated he attended the Downtown Revitalization meeting and it was announced that the Carnival will open this weekend through the 4th of July. He also stated transportation was discussed due to the relocation of events to Riverfront Park.

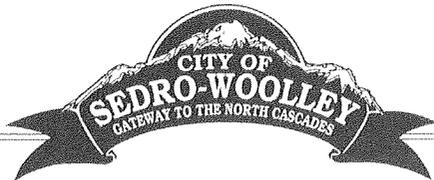
Councilmember Splane moved to adjourn. Seconded by Councilmember London. Motion carried (5-0).

The meeting adjourned at 8:20 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 08 2009

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



DATE: July 8, 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 July 8, 2009.

Motion to approve Claim Vouchers #66719 to #66807 in the amount of \$170,795.39.

Motion to approve Payroll Warrants #45500 to #45611 in the amount of \$229,918.33.

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.

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 07/08/2009 (Printed 07/02/2009 08:37)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66719	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	462.94
		POSTAGE	SAN	220.78
		AUTO FUEL/DIESEL	SWTR	28.50
		WARRANT TOTAL		712.22
66720	A-1 MOBILE LOCK & KEY	REPAIR & MAINTENANCE	CS	173.12
		WARRANT TOTAL		173.12
66721	ADVANTAGE BUSINESS &	SUPPLIES	FIN	139.25
		OFFICE/OPERATING SUPPLIES	PD	89.14
		OFFICE SUPPLIES	SWR	33.43
		OFFICE SUPPLIES	SAN	16.72
		WARRANT TOTAL		278.54
66722	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	SAN	88.51
		WARRANT TOTAL		88.51
66723	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	24.14
		MISC-LAUNDRY	ST	22.94
		MISC-LAUNDRY	ST	27.17
		LAUNDRY	SWR	24.39
		LAUNDRY	SWR	45.52
		WARRANT TOTAL		144.16
66724	A.S.A.P. SIGN & DESIGN	OPERATING SUPPLIES	ST	59.51
		WARRANT TOTAL		59.51
66725	ASPHALT ZIPPER INC.	REPAIR/MAINT-STREETS	ST	2,986.42
		WARRANT TOTAL		2,986.42
66726	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	93.70
		AUTO FUEL	PD	1,077.68
		AUTO FUEL/DIESEL	FD	333.97
		AUTO FUEL/DIESEL	CEM	86.68
		AUTO FUEL/DIESEL	ST	49.80
		AUTO FUEL/DIESEL	ST	378.30
		AUTO FUEL/DIESEL	ST	283.22
		AUTO FUEL/DIESEL	ST	104.92
		AUTO FUEL/DIESEL	SWR	291.67
		AUTO FUEL/DIESEL	SWR	44.01
		AUTO FUEL/DIESEL	SWR	156.29
		AUTO FUEL/DIESEL	SWR	397.23
		AUTO FUEL/DIESEL	SAN	64.15
		AUTO FUEL/DIESEL	SAN	1,355.77
		AUTO FUEL/DIESEL	SAN	1,028.29
		AUTO FUEL/DIESEL	SWTR	110.60
		WARRANT TOTAL		5,856.28
66727	BANK OF AMERICA	MEALS/TRAVEL	EXE	12.00
		COMMUNICATIONS	EXE	29.19
		WARRANT TOTAL		41.19

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66728	BARNETT IMPLEMENT CO. INC	OPERATING SUPPLIES	ST	79.88
		WARRANT TOTAL		79.88
66729	BANK OF AMERICA	SUMMER READ PROGRAM	LIB	71.30
		WARRANT TOTAL		71.30
66730	BAY CITY SUPPLY	OPERATING SUP - RIVERFRONT	PK	404.20
		OPERATING SUP - PARKS SHOP	PK	128.00
		OPERATING SUP - COMM CENTER	PK	320.00
		OPERATING SUP - SENIOR CTR	PK	446.83
		OPERATING SUP - CITY HALL	PK	500.00
		OPERATING SUP - CITY HALL	PK	151.80
		OPERATING SUPPLIES	SWR	252.67
		WARRANT TOTAL		2,203.50
66731	BERG VAULT COMPANY	LINERS	CEM	1,413.00
		WARRANT TOTAL		1,413.00
66732	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	20.88
		UNIFORMS/ACCESSORIES	PD	76.61
		WARRANT TOTAL		97.49
66733	BOTTOM LINE BOOKS	BOOKS, PERIOD, RECORDS	LIB	36.92
		WARRANT TOTAL		36.92
66734	BOULDER PARK, INC	SOLIDS HANDLING	SWR	3,875.32
		WARRANT TOTAL		3,875.32
66735	BUDGET TOWING & REPAIR	PROFESSIONAL SERVICES	PD	463.54
		WARRANT TOTAL		463.54
66736	CARDIAC SCIENCE CORP.	OPERATING SUPPLIES	FD	69.25
		WARRANT TOTAL		69.25
66737	CENVEO	OFFICE/OPERATING SUPPLIES	PD	127.90
		WARRANT TOTAL		127.90
66738	CITIES INSURANCE ASSOC.	REPAIR & MAINT - AUTO	PD	250.00
		WARRANT TOTAL		250.00
66739	CODE PUBLISHING INC.	CODE BOOK	LGS	3,422.36
		WARRANT TOTAL		3,422.36
66740	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	PLN	11.21
		SUPPLIES	ENG	11.21
		OFFICE/OPERATING SUPPLIES	PD	83.32
		OFFICE SUPPLIES	FD	32.45
		OFF/OPER SUPPS & BOOKS	INSP	11.20
		WARRANT TOTAL		149.39
66741	COMCAST	INTERNET SERVICES	IT	99.95
		WARRANT TOTAL		99.95

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66742	CONCRETE NOR'WEST, INC.	MAINTENANCE OF LINES	SWR	227.95
		OTHER IMPROVEMENTS	SWR	757.40
		OTHER IMPROVEMENTS	SWR	541.00
		WARRANT TOTAL		1,526.35
66743	COSTCO MEMBERSHIP	OPERATING SUPPLIES	CS	50.00
		WARRANT TOTAL		50.00
66744	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	43.01
		REPAIR & MAINT - AUTO	PD	43.01
		REPAIR & MAINT - AUTO	PD	174.91
		REPAIR & MAINT - AUTO	PD	86.69
		WARRANT TOTAL		347.62
66745	CUES	MAINTENANCE OF LINES	SWR	99.84
		WARRANT TOTAL		99.84
66746	DC'S PRINTING & AWARDS	COMMUNICATIONS	EXE	13.53
		WARRANT TOTAL		13.53
66747	DAILY JOURNAL OF COMMERCE	PROF SVS-ENGINEERING	SWR	165.60
		WARRANT TOTAL		165.60
66748	DESTINATION WIRELESS	MACHINERY & EQUIPMENT	PD	43.27
		TELEPHONE	ST	21.63
		WARRANT TOTAL		64.90
66749	DISPLAY SALES	OPERATING SUPPLIES	ST	154.20
		OPERATING SUPPLIES	ST	5.00
		WARRANT TOTAL		159.20
66750	E & E LUMBER	REPAIRS/MT-RIVERFRONT	PK	3.40
		REPAIRS/MT-RIVERFRONT	PK	11.83
		REPAIRS/MT-RIVERFRONT	PK	34.08
		REPAIRS/MT-COMMUNITY CTR	PK	16.53
		REPAIR/MT-SENIOR CENTER	PK	7.53
		REPAIR/MT-MEMORIAL PARK	PK	74.51
		REPAIR/MT-LIONS ROADSIDE PARK		6.38
		REPAIR/MT-HARRY OSBORNE	PK	28.74
		OPERATING SUPPLIES	CEM	67.80
		OPERATING SUPPLIES	ST	13.49
		OPERATING SUPPLIES	ST	24.86
		OPERATING SUPPLIES	ST	33.72
		OPERATING SUPPLIES	ST	59.27
		OPERATING SUPPLIES	SWR	31.36
		WARRANT TOTAL		413.50
66751	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	447.00
		WARRANT TOTAL		447.00
66752	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	FIN	10.27
		OFFICE/OPERATING SUPPLIES	PD	44.35

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		54.62
66753	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	263.00
		OPERATING SUPPLIES	FD	106.23
		WARRANT TOTAL		369.23
66754	E.S.R.I INC.	PORTABLE EQUIPMENT	SWR	2,174.51
		WARRANT TOTAL		2,174.51
66755	FEDERAL EXPRESS CORP.	PROF SVS-ENGINEERING	SWR	82.70
		WARRANT TOTAL		82.70
66756	FELLER HEATING & AIR COND	MAINTENANCE CONTRACTS	SWR	365.72
		WARRANT TOTAL		365.72
66757	GAYLORD BROS.	SUPPLIES	LIB	53.03
		SUPPLIES	LIB	154.50
		SUPPLIES	LIB	48.88
		WARRANT TOTAL		256.41
66758	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
66759	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	892.24
		WARRANT TOTAL		892.24
66760	HACH COMPANY	OPERATING SUPPLIES	SWR	281.22
		WARRANT TOTAL		281.22
66761	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	6.80
		REPAIRS & MAINTENANCE	PD	75.74
		EQUIPMENT LEASE	FD	75.74
		REPAIRS/MAINT-EQUIP	FD	6.81
		WARRANT TOTAL		165.09
66762	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	153.75
		BOOKS, PERIOD, RECORDS	LIB	55.29
		WARRANT TOTAL		209.04
66763	KROESEN'S INC.	UNIFORMS	FD	97.91
		WARRANT TOTAL		97.91
66764	LEONARD BOUDINOT & SKODJE	TOWNSHIP SIDEWALK CONST	AST	10,000.00
		CONST-FRUITDALE MCGARIGLE	AST	17,092.50
		OTHER IMPROVEMENTS	SWR	15,000.00
		WARRANT TOTAL		42,092.50
66765	MELTON, NEWELL R.	TRAVEL	ST	12.00
		WARRANT TOTAL		12.00
66766	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	115.08
		TELEPHONE	LGL	28.78

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PUBLIC UTILITIES CS	28.78
		TELEPHONE PLN	28.78
		NEXTEL CELL PHONES	57.54
		TELEPHONE PD	489.09
		TELEPHONE FD	201.39
		TELEPHONE INSP	28.78
		TELEPHONE PK	143.85
		TELEPHONE CEM	57.54
		TELEPHONE ST	172.62
		NEXTEL CELL PHONES	287.70
		NEXTEL CELL PHONES SAN	172.62
		WARRANT TOTAL	1,812.55
66767	NORTH CASCADE FORD	REPAIRS/MAINT-EQUIP FD	100.00
		REPAIRS/MAINT-EQUIP FD	1,181.14
		REPAIR/MAINTENANCE-EQUIP ST	1,996.12
		WARRANT TOTAL	3,277.26
66768	NORTH HILL RESOURCES, INC.	RECYCLING FEE - YARD WASTE SAN	119.13
		RECYCLING FEE - YARD WASTE SAN	119.13
		RECYCLING FEE - YARD WASTE SAN	119.13
		RECYCLING FEE - YARD WASTE SAN	119.13
		RECYCLING FEE - YARD WASTE SAN	119.13
		RECYCLING FEE - YARD WASTE SAN	238.26
		RECYCLING FEE - YARD WASTE SAN	158.84
		WARRANT TOTAL	992.75
66769	OASYS	EQUIPMENT LEASES CS	308.37
		SUPPLIES/BOOKS PLN	261.02
		SUPPLIES ENG	261.01
		OFF/OPER SUPPS & BOOKS INSP	261.02
		WARRANT TOTAL	1,091.42
66770	OFFICE DEPOT	SUPPLIES/BOOKS PLN	129.72
		SUPPLIES ENG	115.97
		OFF/OPER SUPPS & BOOKS INSP	115.97
		WARRANT TOTAL	361.66
66771	OLIVER-HAMMER CLOTHES	COMMUNICATIONS EXE	29.19
		SAFETY EQUIPMENT SWR	147.87
		WARRANT TOTAL	177.06
66772	PACIFIC COMMERCIAL LOCK & KEY	OPERATING SUP - SENIOR CTR PK	9.56
		OPERATING SUPPLIES SAN	19.11
		WARRANT TOTAL	28.67
66773	PACIFIC POWER BATTERIES	OPERATING SUPPLIES SAN	276.68
		WARRANT TOTAL	276.68
66774	PAT RIMMER TIRE CTR, INC	OPERATING SUPPLIES ST	7.88
		REPAIR/MAINTENANCE-EQUIP ST	1,650.54
		WARRANT TOTAL	1,658.42

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66775	PETROCARD	AUTO FUEL/DIESEL	PK	17.21
		AUTO FUEL/DIESEL	ST	159.24
		AUTO FUEL/DIESEL	SAN	38.73
		WARRANT TOTAL		215.18
66776	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	26.37
		REPAIRS & MAINTENANCE	PD	9.83
		OPERATING SUPPLIES	FD	7.44
		UTILITIES-RIVERFRONT	PK	340.51
		UTILITIES-COMMUNITY CTR	PK	133.45
		UTILITIES-SENIOR CENTER	PK	279.49
		UTILITIES-TRAIN	PK	51.47
		UTILITIES-HAMMER SQUARE	PK	241.90
		UTILITIES-BINGHAM & MEMORIAL P		40.73
		UTILITIES - SHOP	PK	75.03
		UTILITIES - OTHER	PK	10.73
		PUBLIC UTILITIES-MUSEUM	PK	26.38
		PUBLIC UTILITIES-MUSEUM	PK	9.83
		PUBLIC UTILITIES-CITY HALL	PK	1,938.54
		PUBLIC UTILITIES	CEM	47.33
		PUBLIC UTILITIES	ST	48.68
		PUBLIC UTILITIES	ST	68.81
		PUBLIC UTILITIES	ST	242.55
		PUBLIC UTILITIES	ST	63.00
		PUBLIC UTILITIES	LIB	292.54
		ADVERTISING	HOT	32.01
		PUBLIC UTILITIES	SWR	7,797.25
		PUBLIC UTILITIES	SAN	92.24
		WARRANT TOTAL		11,876.11
66777	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	100.48
		CONSTRUCTION-TOWNSHIP LINE	PWT	1,201.79
		PROF SVS-ENGINEERING	SWR	2,973.58
		WARRANT TOTAL		4,275.85
66778	RIGHT WAY PLUMBING	REPAIRS & MAINTENANCE	PD	696.27
		REPAIRS/MAINT-EQUIP	FD	696.26
		WARRANT TOTAL		1,392.53
66779	RONK BROTHERS, INC.	REPAIR/MAINT-CITY HALL	PK	690.05
		WARRANT TOTAL		690.05
66780	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	751.99
		WARRANT TOTAL		751.99
66781	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	FD	63.01
		OPERATING SUPPLIES	CEM	4.65
		SAFETY EQUIPMENT	CEM	2.69
		OPERATING SUPPLIES	ST	10.81
		WARRANT TOTAL		81.16
66782	SEDRO-WOOLLEY MUSEUM	S-W MUSEUM	HOT	306.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	306.00
66783	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS FD	10,265.00
		WARRANT TOTAL	10,265.00
66784	SKAGIT 911	CONTRACTED ENHANCED 911 PD	13,700.33
		CONTRACT SVS-CNTRL DISPATCH FD	3,478.02
		WARRANT TOTAL	17,178.35
66785	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES-PROPANE ST	22.36
		WARRANT TOTAL	22.36
66786	SKAGIT SURVEYORS &	PROF SVS-ENGINEERING SWR	2,975.00
		WARRANT TOTAL	2,975.00
66787	SKAGIT CHAMPIONSHIP SPORTS	SKAGIT CHAMPIONSHIP SPORTS HOT	403.96
		WARRANT TOTAL	403.96
66788	SK. VALLEY BARK & TOPSOIL, INC.	REPAIRS/MT-RIVERFRONT PK	55.83
		REPAIRS/MT-COMMUNITY CTR PK	55.83
		REPAIR/MT-SENIOR CENTER PK	233.85
		WARRANT TOTAL	345.51
66789	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS	30.00
		LEGAL PUBLICATIONS LGS	30.00
		LEGAL PUBLICATIONS LGS	33.75
		PROF SVS-ENGINEERING SWR	195.00
		PROF SVS-ENGINEERING SWR	195.00
		WARRANT TOTAL	483.75
66790	SPRINT	TELEPHONE FD	59.99
		WARRANT TOTAL	59.99
66791	STOWES	UNIFORMS/ACCESSORIES PD	220.68
		WARRANT TOTAL	220.68
66792	THOMPSON'S GREENHOUSE	FLOWER DISPLAYS PK	3,050.74
		WARRANT TOTAL	3,050.74
66793	TRUE VALUE	OPERATING SUP - RIVERFRONT PK	41.36
		SAFETY EQUIPMENT PK	11.34
		REPAIRS/MT-COMMUNITY CTR PK	15.09
		REPAIR/MT-SENIOR CENTER PK	8.65
		OPERATING SUPPLIES CEM	5.94
		WARRANT TOTAL	82.38
66794	UNITED LABORATORIES	OPERATING SUPPLIES SWR	481.20
		WARRANT TOTAL	481.20
66795	UNIVAR USA INC	OP SUPPLIES-CHEMICALS SWR	630.98
		OP SUPPLIES-CHEMICALS SWR	87.54
		WARRANT TOTAL	543.44

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66796	VALLEY AUTO SUPPLY	REPAIRS/MT-RV PARK	PK	10.81
		REPAIRS/MAINT-EQUIP	SAN	478.24
		REPAIRS/MAINT-EQUIP	SAN	143.77-
		WARRANT TOTAL		345.28
66797	VERIZON NORTHWEST	TELEPHONE	PD	28.72
		TELEPHONE	PD	53.34
		TELEPHONE	PK	88.26
		TELEPHONE	CEM	65.24
		TELEPHONE	SAN	40.87
		WARRANT TOTAL		276.43
66798	VISTEN, LESLIE	RETIRED MEDICAL	PD	102.00
		WARRANT TOTAL		102.00
66799	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	57.00
		WARRANT TOTAL		57.00
66800	WA ST DEPT OF TRANSPORT	CONST-FRUITDALE MCGARIGLE	AST	1,109.08
		WARRANT TOTAL		1,109.08
66801	WA STATE PATROL	RENTAL TELETYPE	PD	660.00
		WARRANT TOTAL		660.00
66802	WASHINGTON STATE LIBRARY	INTERNET	LIB	321.96
		WARRANT TOTAL		321.96
66803	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	8,551.46
		WARRANT TOTAL		8,551.46
66804	WIDENER AND ASSOCIATES	ENGINEERING- STATE OVERLAY	AST	2,373.00
		WARRANT TOTAL		2,373.00
66805	WOOD'S LOGGING SUPPLY INC	POSTAGE	FIN	11.05
		SUPPLIES	ENG	54.08
		POSTAGE	FD	6.69
		POSTAGE	FD	10.26
		REPAIRS/MT-RV PARK	PK	6.49
		REPAIRS/MT-RV PARK	PK	9.95
		OPERATING SUPPLIES	CEM	27.86
		SAFETY EQUIPMENT	ST	97.37
		REPAIR/MAINTENANCE-EQUIP	ST	81.18
		MAINTENANCE OF LINES	SWR	305.44
		MAINT OF GENERAL EQUIP	SWR	50.37
		OPERATING SUPPLIES	SAN	76.24
		OPERATING SUPPLIES	SAN	144.39
		WARRANT TOTAL		881.37
66806	RIMMER TIRE CENTER, INC.	CONST-SKAGIT PROJECT	AST	17,210.00
		WARRANT TOTAL		17,210.00
66807	GERDE, JOHN M.	TOWNSHIP SIDEWALK CONST	AST	350.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	350.00
		RUN TOTAL	170,795.39

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	43,110.39
101	PARK FUND	9,730.76
102	CEMETERY FUND	1,802.87
103	STREET FUND	8,937.49
104	ARTERIAL STREET FUND	48,134.58
105	LIBRARY FUND	1,327.80
108	STADIUM FUND	741.97
332	PWTF SEWER CONSTRUCTION FUND	1,201.79
401	SEWER FUND	42,154.86
412	SOLID WASTE FUND	13,513.78
425	STORMWATER	139.10
TOTAL		170,795.39

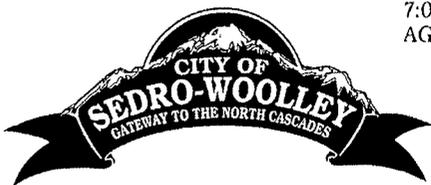
CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
07/08/2009 (Printed 07/02/2009 08:37)

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DEPARTMENT	AMOUNT
001 000 011	3,516.11
001 000 013	83.91
001 000 014	275.65
001 000 015	28.78
001 000 017	99.95
001 000 018	653.97
001 000 019	430.73
001 000 020	600.29
001 000 021	18,750.48
001 000 022	18,253.55
001 000 024	416.97
FUND CURRENT EXPENSE FUND	43,110.39
101 000 076	9,730.76
FUND PARK FUND	9,730.76
102 000 036	1,802.87
FUND CEMETERY FUND	1,802.87
103 000 042	8,937.49
FUND STREET FUND	8,937.49
104 000 042	48,134.58
FUND ARTERIAL STREET FUND	48,134.58
105 000 072	1,327.80
FUND LIBRARY FUND	1,327.80
108 000 019	741.97
FUND STADIUM FUND	741.97
332 000 082	1,201.79
FUND PWTF SEWER CONSTRUCTION FUND	1,201.79
401 000 035	42,154.86
FUND SEWER FUND	42,154.86
412 000 037	13,513.78
FUND SOLID WASTE FUND	13,513.78
425 000 039	139.10
FUND STORMWATER	139.10
TOTAL	170,795.39

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 08 2009



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

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

Bill Chambers
IT Director

MEMO TO: City Council
FROM: Bill Chambers
RE: Verizon Wireless Proposal: Recommendation
DATE: July 1, 2009

ISSUE: Should the Council authorize the Mayor to accept terms of the Verizon Wireless Cellular and Mobile Broadband Service Proposal?

BACKGROUND: The City currently contracts with Sprint/Nextel and AT&T Wireless for its cellular telephone and mobile broadband services. While service from these vendors is acceptable, there are some coverage-area limitations, it is difficult to manage City-wide contact lists and there are desirable features that would incur additional monthly fees.

Verizon Wireless can give us the additional services and better coverage without additional cost. In fact we can get these features and actually see an estimated monthly savings. Verizon Wireless has agreed to waive the one-time charges for acquiring new mobile phones, PDA's and mobile broadband cards. See the attached proposal and estimated costs attached to this memo, and the Verizon Wireless WSCA contract terms at:

http://techmall.dis.wa.gov/master_contracts/verizon_wireless/verizon_wireless_plans.pdf

The Police Department would like to keep their Nextel Push-to-Talk (PTT) phones in order to be on the same network with Skagit County Sheriff's Office. There is no need for PTT between the PD and other City departments. Since the PTT option is a "feature" on each Verizon Wireless phone line, we can further reduce costs by removing it from individual Verizon Wireless phones.

RECOMMENDATION: Motion to authorize the Mayor to accept the attached terms of the Verizon Wireless Proposal, for providing cellular telephone and mobile broadband services to the City of Sedro-Woolley, excluding the Police Department mobile phones.

CITY-GENERATED ROUGH ESTIMATE OF MONTHLY CELLULAR COST

Unit User Name	Sprint Phone Number	Proposed Device and Plan	Estimated Current Monthly Service	Estimated Verizon Equipment Purchase	Estimated Verizon Monthly Service
CM MOODY		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
CM SSNL		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
EN STOCKTON		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
FD AIRCARD1		Free AirCard w/ Data Plan	\$46.00	\$0.00	\$45.00
FD AIRCARD2		Free AirCard w/ Data Plan	\$46.00	\$0.00	\$45.00
FD CHANDLER		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
FD DUTY OFFICER		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
FD OLSON		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
FD PT1		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
FD PT2		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
FD QUARTERS		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
FN AIRCARD1		CANCEL	\$60.00	\$0.00	\$0.00
FN NELSON		Windows Mobile Phone w/ Tether Data Plan	\$27.00	\$0.00	\$60.00
FN STEPHENSON		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
IT AIRCARD1		CANCEL	\$46.00	\$0.00	\$0.00
IT CHAMBERS		Windows Mobile Phone w/ Tether Data Plan	\$27.00	\$0.00	\$60.00
LG BERG		Windows Mobile Phone w/ Tether Data Plan	\$27.00	\$0.00	\$60.00
MAYOR ANDERSON		Windows Mobile Phone w/ Tether Data Plan	\$27.00	\$0.00	\$60.00
PR FOX		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
PR KESTI		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
PR SALSEINA		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
PR SSNL1		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
PR WALLEY		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
PW FREIBERGER		Windows Mobile Phone w/ Tether Data Plan	\$75.00	\$0.00	\$60.00
PW POTASH		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
PW ROSARIO		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
ST DAVIDSON		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
ST GUTIERREZ		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
ST MCLAUGHLIN		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
ST MELTON		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
ST SSNL		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
ST WORLINE		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
SW FRISBEE		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
SW HODGINS		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
SW JACOBS		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
SW RINDAL		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
SW SLAYDEN		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
SW SPELLHAUG		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
WW ALLEN		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
WW BLAKELY		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
WW DUTY PHONE		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
WW EARNST		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
WW HUIZINGA		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
WW KENNEDY		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
WW MACREADY		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
WW SCHORNO		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
WW SSNL		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
WW WEYAND		Rugged Phone w/ PTT	\$27.00	\$0.00	\$27.00
PD AIRCARD1		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD2		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD3		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD4		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD5		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD6		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD7		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD8		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD9		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD10		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD11		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD12		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
PD AIRCARD13		Free AirCard w/ Data Plan	\$60.00	\$0.00	\$45.00
TOTALS:			\$2,214.00	\$0.00	\$2,028.00



Verizon Wireless has a great pricing estimate for City of Sedro-Woolley

Dear City of Sedro-Woolley,

We are pleased to offer your company an estimate for Verizon Wireless products and services. We are committed to providing innovative solutions and unmatched network reliability to help your business stay productive.

By choosing Verizon Wireless, you get a wide variety of Calling Plans, devices, and features. In addition, you'll receive world-class customer support and full-scale wireless solutions for your business—all on America's most reliable wireless broadband network. With Verizon Wireless, you'll enjoy:

- Flexible Calling Plans designed to meet your business needs.
- Dedicated customer service experts with business experience.
- Easy 24/7 online account management with My Business Account.
- Discounts that increase as your business grows.
- Responsive, expert technical support.
- Calling plans that include unlimited Mobile to Mobile Calling with other Verizon Wireless customers.
- America's Largest Mobile to Mobile calling family. Now over 80 million strong.

Thank you for the opportunity to work with your company. The details of your estimate are outlined in the following pages.

Jerrod Riske
jerrod.riske@NW.VerizonWireless.com
Mobile # (206)940-8666
Office # (425)603-2815
Fax # (425)603-2771



Verizon Wireless has a great pricing estimate for City of Sedro-Woolley

Below is a summary of your estimate:

One-Time Charges (Equipment, Accessories & Credits)*	\$3,119.04
Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$1,563.41
Total Lines	61
Total Shared Minutes	16995

The following pages contain a detailed breakdown of the Verizon Wireless discounts on the products and services summarized above. This estimate is based upon your company executing a Major Account Agreement and achieving and maintaining a minimum of 10,000 + lines of wireless service.

If you have any questions about this estimate, or if you would like additional information about Verizon Wireless solutions, please feel free to contact me.

I look forward to working with you to fulfill your wireless communication needs.

Sincerely,

Jerrod Riske
jerrod.riske@NW.VerizonWireless.com
Mobile # (206)940-8666
Office # (425)603-2815
Fax # (425)603-2771

*Equipment price estimates may be based on individual line term agreements of 12 months, see the equipment summary page for more information.
Our Surcharges (incl. Fed. Univ. Svc. of 11.3% of Interstate & Int'l telecom charges (varies quarterly), 7¢ Regulatory & 85¢ Administrative/line/mo., & others by area) are not taxes (details: 1-888-684-1888); gov't taxes & our surcharges could add 4% - 36% to your bill. Equipment and Accessory pricing is subject to applicable state and local sales tax. Subject to the Western States Contract Alliance calling plan terms and conditions. Available only on the State or local government responsible lines. In CA, equipment is taxed on the pre-discounted retail price. Offers & coverage, varying by service, not available everywhere. \$0.85 per mobile number (excluding Mobile Broadband plans) and \$0.06 per mobile number for Mobile Broadband plan may apply. Network details & coverage maps at vzw.com. ©2009 Verizon Wireless.

IMPORTANT CONSUMER INFORMATION: Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at the time of purchase and are subject to change without notice. Pricing and discounts described herein are available to business customers signing a Western States Contract Alliance Agreement. Equipment is subject to availability. All services are subject to the State of California Wireless Services Agreement and calling plan and features selected for each line of service. **RESALE OF VERIZON WIRELESS SERVICES IS PROHIBITED.** No charges can be made to this document.



Verizon Wireless Service Estimate

City of Sedro-Woolley

Fire Department

One-Time Charges (Equipment,Accessories & Credits)	\$389.88
Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$251.92
Total Lines	8
Total Shared Minutes	1980

Police Department

One-Time Charges (Equipment,Accessories & Credits)	\$974.70
Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$404.85
Total Lines	15
Total Shared Minutes	4950

Public Works

One-Time Charges (Equipment,Accessories & Credits)	\$0.00
Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$85.31
Total Lines	3
Total Shared Minutes	315

Waste Water

One-Time Charges (Equipment,Accessories & Credits)	\$649.80
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Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$269.90
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Total Lines	10
Total Shared Minutes	3300

Solid Waste

One-Time Charges (Equipment,Accessories & Credits)	\$389.88
--	----------

Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$161.94
---	----------

Total Lines	6
Total Shared Minutes	1980

Streets

One-Time Charges (Equipment,Accessories & Credits)	\$389.88
--	----------

Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$161.94
---	----------

Total Lines	6
Total Shared Minutes	1980

Parks and Rec

One-Time Charges (Equipment,Accessories & Credits)	\$324.90
--	----------

Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$134.95
---	----------

Total Lines	5
Total Shared Minutes	1650

Legal



One-Time Charges (Equipment,Accessories & Credits)	\$0.00
--	--------

Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$63.33
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Total Lines	1
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Total Shared Minutes	105
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Finance

One-Time Charges (Equipment,Accessories & Credits)	\$0.00
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Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$21.98
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Total Lines	2
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Total Shared Minutes	210
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Engineering

One-Time Charges (Equipment,Accessories & Credits)	\$0.00
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Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$10.99
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Total Lines	1
-------------	---

Total Shared Minutes	105
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Cemetery

One-Time Charges (Equipment,Accessories & Credits)	\$0.00
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Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$21.98
---	---------

Total Lines	2
-------------	---

Total Shared Minutes	210
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IT

One-Time Charges (Equipment, Accessories & Credits)	\$0.00
Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$74.32
Total Lines	2
Total Shared Minutes	210

Jerrod Riske
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Fax # (425)603-2771



Verizon Wireless Service Estimate

City of Sedro-Woolley
 Fire Department
MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Shared Minutes	Overage Rate(min)	Data Allowance	Overage Rate(data)	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	330	\$.10	-	-	\$19.99	6	\$119.94
WSCA - Mobile Broadband Plan		-	Unlimited	n/a	\$44.99	2	\$89.98
Total Voice & Data Service Plans							\$209.92

Other Services & Features

Feature (Added to a qualifying calling plan)	Access	Number of Lines	Total Price
State of Washington PTT Feature	\$7.00	6	\$42.00
Total Data Features			\$42.00

Total Monthly Charges	\$251.92
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Verizon Wireless Service Estimate

City of Sedro-Woolley
Fire Department
ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Casio Boulder	\$399.99	\$49.99	6	\$299.94
VZW PC 5750 REV A Modem	\$219.99	FREE	2	FREE
Total Equipment Charges				\$299.94

New 1-year line term required

Accessories

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Holster	\$19.99	\$14.99	6	\$89.94
Total Accessory Charges				\$89.94

Total One Time Charges	\$389.88
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Equipment and Accessory purchases are subject to applicable sales tax



Verizon Wireless Service Estimate

City of Sedro-Woolley
 Police Department
MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Shared Minutes	Coverage Rate(min)	Data Allowance	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	330	\$ 10	-	\$19.99	15	\$299.85
Total Voice & Data Service Plans						\$299.85

Other Services & Features

Feature (Added to a qualifying calling plan)	Access	Number of Lines	Total Price
State of Washington PTT Feature	\$7.00	15	\$105.00
Total Data Features			\$105.00

Total Monthly Charges	\$404.85
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Verizon Wireless Service Estimate

City of Sedro-Woolley
Police Department
ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Casio Boulder	\$399.99	\$49.99	15	\$749.85
Total Equipment Charges				\$749.85

New 1-year line term required

Accessories

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Holster	\$19.99	\$14.99	15	\$224.85
Total Accessory Charges				\$224.85

Total One Time Charges	\$974.70
-------------------------------	-----------------

Equipment and Accessory purchases are subject to applicable sales tax



Verizon Wireless Service Estimate

**City of Sedro-Woolley
Public Works
MONTHLY RECURRING CHARGES:**

Custom Service Plans

Plan	Shared Minutes	Average Rate (min)	Data Allowance	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	105	\$.20	-	\$10.99	3	\$32.97
Total Voice & Data Service Plans						\$32.97

Features Eligible for 17% Corporate Discount

Feature (Added to a qualifying calling plan)	Retail Monthly Access	Discounted Monthly Access	Number of Lines	Total Price
Wireless Sync (PDA/Smartphone)	\$44.99	\$37.34	1	\$37.34
Total Data Features				\$37.34

Other Services & Features

Feature (Added to a qualifying calling plan)	Access	Number of Lines	Total Price
Mobile Broadband Connect (PDA/BlackBerry)	\$15.00	1	\$15.00
Total Data Features			\$15.00

Total Monthly Charges	\$85.31
------------------------------	----------------



Verizon Wireless Service Estimate

City of Sedro-Woolley
Public Works
ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Samsung U430	\$219.99	FREE	2	FREE
Total Equipment Charges				\$0.00

New 1-year line term required

Total One Time Charges	\$0.00
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Equipment and Accessory purchases are subject to applicable sales tax



Verizon Wireless Service Estimate

City of Sedro-Woolley
Waste Water
MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Shared Minutes	Overage Rate(min)	Data Allowance	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	330	\$.10	-	\$19.99	10	\$199.90
Total Voice & Data Service Plans						\$199.90

Other Services & Features

Feature (Added to a qualifying calling plan)	Access	Number of Lines	Total Price
State of Washington PTT Feature	\$7.00	10	\$70.00
Total Data Features			\$70.00

Total Monthly Charges	\$269.90
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Verizon Wireless Service Estimate

City of Sedro-Woolley
Waste Water
ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Casio Boulder	\$399.99	\$49.99	10	\$499.90
Total Equipment Charges				\$499.90

New 1-year line term required

Accessories

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Holster	\$19.99	\$14.99	10	\$149.90
Total Accessory Charges				\$149.90

Total One Time Charges	\$649.80
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Equipment and Accessory purchases are subject to applicable sales tax



Verizon Wireless Service Estimate

City of Sedro-Woolley
Solid Waste

MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Shared Minutes	Average Rate (min)	Data Allowance	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	330	\$ 10		\$19.99	6	\$119.94
Total Voice & Data Service Plans						\$119.94

Other Services & Features

Feature (Added to a qualifying calling plan)	Access	Number of Lines	Total Price
State of Washington PTT Feature	\$7.00	6	\$42.00
Total Data Features			\$42.00

Total Monthly Charges	\$161.94
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Verizon Wireless Service Estimate

City of Sedro-Woolley
Solid Waste
ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Casio Boulder	\$399.99	\$49.99	6	\$299.94
Total Equipment Charges				\$299.94

New 1-year line term required

Accessories

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Holster	\$19.99	\$14.99	6	\$89.94
Total Accessory Charges				\$89.94

Total One Time Charges	\$389.88
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Equipment and Accessory purchases are subject to applicable sales tax



Verizon Wireless Service Estimate

City of Sedro-Woolley
Streets

MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Shared Minutes	Overage Rate (min)	Data Allowance	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	330	\$.10	-	\$19.99	6	\$119.94
Total Voice & Data Service Plans						\$119.94

Other Services & Features

Feature (Added to a qualifying calling plan)	Access	Number of Lines	Total Price
State of Washington PTT Feature	\$7.00	6	\$42.00
Total Data Features			\$42.00

Total Monthly Charges	\$161.94
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Verizon Wireless Service Estimate

City of Sedro-Woolley
Streets

ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Casio Boulder	\$399.99	\$49.99	6	\$299.94
Total Equipment Charges				\$299.94

New 1-year line term required

Accessories

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Holster	\$19.99	\$14.99	6	\$89.94
Total Accessory Charges				\$89.94

Total One Time Charges	\$389.88
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Equipment and Accessory purchases are subject to applicable sales tax



Verizon Wireless Service Estimate

City of Sedro-Woolley
Parks and Rec

MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Shared Minutes	Overage Rate(min)	Data Allowance	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	330	\$.10	-	\$19.99	5	\$99.95
Total Voice & Data Service Plans						\$99.95

Other Services & Features

Feature (Added to a qualifying calling plan)	Access	Number of Lines	Total Price
State of Washington PTT Feature	\$7.00	5	\$35.00
Total Data Features			\$35.00

Total Monthly Charges	\$134.95
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Verizon Wireless Service Estimate

City of Sedro-Woolley
Parks and Rec
ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Casio Boulder	\$399.99	\$49.99	5	\$249.95
Samsung U430	\$219.99	FREE	2	FREE
Total Equipment Charges				\$249.95

New 1-year line term required

Accessories

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Holster	\$19.99	\$14.99	5	\$74.95
Total Accessory Charges				\$74.95

Total One Time Charges	\$324.90
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Equipment and Accessory purchases are subject to applicable sales tax



Verizon Wireless Service Estimate

City of Sedro-Woolley

Legal

MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Shared Minutes	Coverage Rate(/min)	Data Allowance	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	105	\$.20	-	\$10.99	1	\$10.99
Total Voice & Data Service Plans						\$10.99

Features Eligible for 17% Corporate Discount

Feature (Added to a qualifying calling plan)	Retail Monthly Access	Discounted Monthly Access	Number of Lines	Total Price
Wireless Sync (PDA/Smartphone)	\$44.99	\$37.34	1	\$37.34
Total Data Features				\$37.34

Other Services & Features

Feature (Added to a qualifying calling plan)	Access	Number of Lines	Total Price
Mobile Broadband Connect (PDA/BlackBerry)	\$15.00	1	\$15.00
Total Data Features			\$15.00

Total Monthly Charges	\$63.33
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Verizon Wireless Service Estimate

City of Sedro-Woolley
Finance

MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Shared Minutes	Overage Rate(/min)	Data Allowance	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	105	\$.20		\$10.99	2	\$21.98
Total Voice & Data Service Plans						\$21.98

Total Monthly Charges	\$21.98
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Verizon Wireless Service Estimate

City of Sedro-Woolley

Finance

ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Samsung U430	\$219.99	FREE	1	FREE
Total Equipment Charges				\$0.00

New 1-year line term required

Total One Time Charges	\$0.00
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Equipment and Accessory purchases are subject to applicable sales tax



Verizon Wireless Service Estimate

City of Sedro-Woolley
Engineering

MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Shared Minutes	Average Rate(min)	Data Allowance	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	105	\$.20	-	\$10.99	1	\$10.99
Total Voice & Data Service Plans						\$10.99

Total Monthly Charges	\$10.99
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Verizon Wireless Service Estimate

City of Sedro-Woolley
Engineering
ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Samsung U430	\$219.99	FREE	1	FREE
Total Equipment Charges				\$0.00

New 1-year line term required

Total One Time Charges	\$0.00
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Equipment and Accessory purchases are subject to applicable sales tax



Verizon Wireless Service Estimate

City of Sedro-Woolley
Cemetery

MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Shared Minutes	Average Rate(min)	Data Allowance	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	105	\$20	-	\$10.99	2	\$21.98
Total Voice & Data Service Plans						\$21.98

Total Monthly Charges	\$21.98
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Verizon Wireless Service Estimate

City of Sedro-Woolley

Cemetery

ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Samsung U430	\$219.99	FREE	2	FREE
Total Equipment Charges				\$0.00

New 1-year line term required

Total One Time Charges	\$0.00
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Equipment and Accessory purchases are subject to applicable sales tax



Verizon Wireless Service Estimate

City of Sedro-Woolley

IT

MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Shared Minutes	Overage Rate(min)	Data Allowance	Discounted Monthly Access	Number of Lines	Total Price
State of Washington Flat Rate Plan	105	\$.20	-	\$10.99	2	\$21.98
Total Voice & Data Service Plans						\$21.98

Features Eligible for 17% Corporate Discount

Feature (Added to a qualifying calling plan)	Retail Monthly Access	Discounted Monthly Access	Number of Lines	Total Price
Wireless Sync (PDA/Smartphone)	\$44.99	\$37.34	1	\$37.34
Total Data Features				\$37.34

Other Services & Features

Feature (Added to a qualifying calling plan)	Access	Number of Lines	Total Price
Mobile Broadband Connect (PDA/BlackBerry)	\$15.00	1	\$15.00
Total Data Features			\$15.00

Total Monthly Charges	\$74.32
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Verizon Wireless Service Estimate

City of Sedro-Woolley

IT

ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Number of Lines	Price
Samsung U430	\$219.99	FREE	1	FREE
Total Equipment Charges				\$0.00

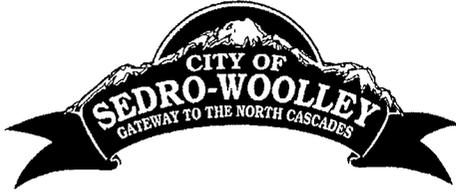
New 1-year line term required

Total One Time Charges	\$0.00
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Equipment and Accessory purchases are subject to applicable sales tax

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 08 2009



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Rimmer Agreement
DATE: July 8, 2009

ISSUE: Should the Council authorize the Mayor to sign the attached Partial Release Agreement with Rimmer?

BACKGROUND: The City and Rimmer entered into an agreement regarding the F&S Grade Road/SR 20 Road Project that encumbered Rimmer's land until certain conditions were met. One of those conditions was that Rimmer sell a parcel located at the NW corner of the new roundabout to Morgan's Espresso. Rimmer is in the process of closing that transaction and in order to convey title free and clear has requested that corner parcel be removed from the agreement.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached Partial Release Agreement with Rimmer.

PARTIAL RELEASE AGREEMENT

This Partial Release of Agreement, made and entered into this _____ day of July, 2009 by and between the CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation, hereinafter referred to as "CITY," the PATRICK A. RIMMER FAMILY LIMITED PARTNERSHIP AND PATRICK ROAD, LLC, a Washington Limited Liability Company, hereinafter referred to as "RIMMER," is for the purpose of releasing a particular parcel of property from the terms and conditions of a previous agreement.

RECITALS

- A. The City and Rimmer entered into that certain "Memorandum of Agreement" (hereinafter "Agreement") dated November 18, 2008 and recorded December 1, 2008, under Skagit County Auditor's File No. 200812010119.
- B. The City and Rimmer also entered into that certain "Amended Memorandum of Agreement" (hereinafter "(Amendment)") dated January 6, 2009 and recorded March 13, 2009, under Skagit County Auditor's File No. 200903130010.
- C. The City and Rimmer have agreed that a portion of the real property described in the Agreement and the Amendment noted in Recitals A and B above should be released from the terms and conditions contained therein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein, the parties agree as follows:

- 1. The real property described in Exhibit "A" attached hereto is hereby released from all terms and conditions contained in the Agreement and the Amendment.
- 2. That such release shall not be effective as to any other property contained in said Agreement or Amendment.

IN WITNESS WHEREOF, the parties have hereinto set their hands and seals the date and year first written above.

City of Sedro-Woolley

MAYOR

Attest:

DEPUTY CITY CLERK

Approved as to form:

CITY ATTORNEY

STATE OF WASHINGTON }
 }
 }ss
 }
County of Skagit }

I hereby certify that I know or have satisfactory evidence that Mike Anderson and Christine Salseina are the persons who personally appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Mayor and Deputy Clerk of the City of Sedro-Woolley, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this _____ day of July, 2009.

Notary Public in and for the State of Washington, residing
at _____

My appointment expires _____

RIMMER

PATRICK ROAD, LLC

Patrick A. Rimmer, Managing Member

PATRICK A. RIMMER LIMITED PARTNERSHIP

Patrick A. Rimmer, General Partner

STATE OF WASHINGTON }
 }
 }ss
 }
County of Skagit }

I hereby certify that I know or have satisfactory evidence that Patrick A. Rimmer is the person who personally appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of Patrick Road, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this _____ day of July, 2009.

Notary Public in and for the State of Washington, residing
at _____

My appointment expires _____

Exhibit "A"

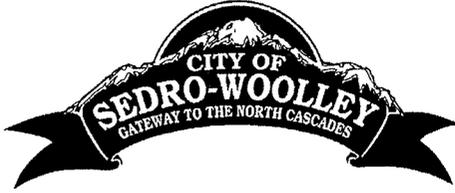
That portion of Lots 3 through 5, inclusive, Block 1, "MOORE'S ADD. TO WOOLLEY," as per plat recorded in Volume 2 of Plats, page 62, records of Skagit County, Washington, more particularly described as follows:

Commencing at the intersection of the West line of said Lot 3 and the North margin of SR 20;
thence North $00^{\circ}55'39''$ East along said West line for a distance of 1.60 feet to the TRUE POINT OF BEGINNING of this description;
thence continuing North $00^{\circ}55'39''$ East along said West line for a distance of 138.40 feet to the North line of said Lot 3;
thence South $88^{\circ}16'30''$ East along the North line of said Lots 3 through 5 for a distance of 71.55 feet;
thence South $00^{\circ}35'40''$ West for a distance of 64.40 feet to a point on the arc of a non-tangential curve whose center bears North $75^{\circ}29'57''$ West having a radius of 99.50 feet;
thence Southwesterly along the arc of said curve through a central angle of $61^{\circ}59'33''$ for a distance of 107.66 feet to the TRUE POINT OF BEGINNING.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 08 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) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

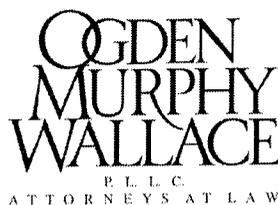
MEMO TO: City Council
FROM: Eron Berg
RE: Identity Theft resolution
DATE: July 8, 2009

ISSUE: Should the Council adopt the attached resolution adopting an identity theft prevention policy for the city?

BACKGROUND: The attached memo from Ogden Murphy Wallace details the recent changes in federal law that require the city to adopt a written identity theft prevention program. The date for adoption is August 1, 2009.

Reta used that memo and a model from Ogden Murphy Wallace to prepare the attached resolution for the city.

RECOMMENDATION: Motion to adopt Resolution _____, adopting an identity theft prevention program as required by federal law.



MEMORANDUM

DATE: October 20, 2008

TO: All Cities

FROM: Kristin N. Eick
Phil A. Olbrechts

RE: FACTA Red Flag Guidelines

The Federal Trade Commission has issued regulations requiring financial institutions and creditors to develop and implement written identity theft prevention programs by November 1, 2008, under the Fair and Accurate Credit Transaction Act of 2003 (FACTA). Municipal utilities are subject to these requirements, and the City Councils of all cities that operate utilities must adopt programs that meet the requirements of FACTA. These identity theft prevention programs must provide for the identification, detection, and response to patterns, practices, or specific activities - known as "red flags" - that could indicate identity theft. Accompanying this memo is a sample program that complies with FACTA requirements.

Who must comply with FACTA?

Financial institutions and "creditors" that maintain "covered accounts," as defined in the Act, must comply with FACTA's Red Flag requirements. Under FACTA, a "creditor" means an entity that regularly extends, renews, or continues credit.¹ Non-profit and government entities are included within this definition of "creditor."² The Code of Federal Regulations establishes that the term "creditor" includes lenders such as banks, finance companies, automobile dealers, mortgage brokers, *utility companies*, and telecommunications companies.³ "Credit" is defined in the Act as "the right granted by a creditor to a debtor to defer payment of debt or to incur debts

¹ 16 C.F.R. § 681.2(b)(5) (2008); 15 U.S.C. § 1681a(r)(5) (2006); 15 U.S.C. 1691a(e) (2006).

² Federal Trade Commission, FTC Business Alert, New "Red Flag" Requirements for Financial Institutions and Creditors Will Help Fight Identity Theft, June 2008, *available at* <http://www.ftc.gov/bcp/edu/pubs/business/alerts/alt050.shtm>.

³ 16 C.F.R. § 681.2(b)(5) (emphasis added).

and defer its payment or to purchase property or services and defer payment therefor.”⁴ Therefore, essentially any business, whether public or private, that provides services and accepts payment later is considered a creditor if it maintains “covered accounts.”

“Covered accounts” include accounts that financial institutions or creditors offer or maintain primarily for personal, family, or household purposes, that involve or are designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, *utility account*, checking account, or savings account.⁵ The term “covered accounts” also includes any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, or litigation risks.⁶ Because “covered accounts” specifically include utility accounts, municipalities deferring payment for services such as water, electric, or garbage collection must comply with FACTA.

How do I comply with FACTA?

FACTA requires that municipalities, as creditors, develop a written Identity Theft Protection Program that is appropriate for the size and complexity of the municipality.⁷ The Program must include elements to identify, detect, and respond to Red Flags. In addition, the Program must provide for a periodic updating process to reflect changes in risks to the creditor’s customers.⁸

Each creditor is required to obtain approval of the initial written Program from either its board of directors or an appropriate committee of the board, *i.e.*, the City Council.⁹ The board of directors, a committee of the board, or an employee at the level of senior management must be assigned the duties of oversight, development, implementation, and administration of the Program.¹⁰ Further, staff must be trained appropriately and must oversee service providers providing services relating to the Act.¹¹ Staff should prepare a report at least annually for the person specifically responsible for oversight of the program. This report should include an evaluation of the effectiveness of the Program with respect to opening accounts, existing covered accounts, service provider arrangements, significant incidents involving identity theft and responses, and recommendations for changes to the Program.¹²

What are “Red Flags?”

⁴ 16 C.F.R. § 681.2(b)(4); 15 U.S.C. 1681a(r)(5); 15 U.S.C. 1691a(d).

⁵ 16 C.F.R. § 681.2(b)(3)(i) (emphasis added).

⁶ 16 C.F.R. § 681.2(b)(3)(ii).

⁷ 16 C.F.R. § 681.2(d)(1).

⁸ 16 C.F.R. § 681.2(d)(2).

⁹ 16 C.F.R. § 681.2(e)(1).

¹⁰ 16 C.F.R. § 681.2(e)(2).

¹¹ 16 C.F.R. § 681.2(e)(3)-(4).

¹² 16 C.F.R. app. § 1681 A(VI)(b)(1).

Red Flags are patterns, practices, or specific activity that indicate the possible existence of identity theft.¹³ There are five general categories of Red Flags. The Federal Trade Commission has also provided a list of 26 suggested Red Flags in the appendix to the Code of Federal Regulations. The five categories are:

- Alerts or notifications from consumer reporting agencies or service providers, such as fraud detection services;
- Presentation of suspicious documents, such as identification documents that have been forged or altered;
- Presentation of suspicious personal identifying information, such as a suspicious address change or social security number;
- Unusual use of or other suspicious activity relating to a covered account, such as identification of use of an account in a manner inconsistent with established patterns of activity on the account; and
- Notices from customers, victims of identity theft, law enforcement, or other persons regarding identity theft in connection with covered accounts held by the creditor.¹⁴

Appropriate responses to Red Flags include:

- Monitoring an account;
- Contacting the customer;
- Changing passwords and security codes;
- Reopening an account with a new number;
- Not opening a new account;
- Closing an existing account;
- Notifying law enforcement; and
- Determining that no response is warranted under the particular circumstances.¹⁵

How is FACTA enforced?

FACTA does not allow for private enforcement of the Red Flag regulations. However, the regulations are enforced by the Federal Trade Commission.¹⁶ If the creditor fails to develop and implement a Program, the Federal Trade Commission may enforce the failure as an unfair or deceptive act or practice in commerce.¹⁷ The consequences may include a cease and desist order from the Federal Trade Commission after a hearing and civil penalties not to exceed \$2,500 per violation.¹⁸

¹³ 16 C.F.R. § 681.2(b)(9).

¹⁴ 16 C.F.R. Supplement A to App. § 1681 A.

¹⁵ 16 C.F.R. app. § 1681 A(IV).

¹⁶ 15 U.S.C. § 1681m(h)(8); *see also Perry v. First Nat'l Bank*, 459 F.3d 816, 819-20 (7th Cir. 2006).

¹⁷ 15 U.S.C. § 1681m(h)(8)(B); 15 U.S.C. § 1691s(a)(1).

¹⁸ 15 U.S.C. § 45(a)(1); § 45(b); § 1681s(a)(2)(A).

What Type of Program Must I Adopt?

Attached you will find a sample program that the City Council may adopt. It is important to remember, however, that the Red Flag Guidelines were designed to provide flexibility to the individual utility in adopting their Program. Because the process used to open new accounts and monitor existing accounts will vary by utility, not every Red Flag will be applicable to each utility. For example, the utility may not use credit reporting, and therefore, will not encounter Red Flags relating to consumer reports. Thus, the goal is to be aware of the Red Flags, remain vigilant in detecting those Red Flags that are applicable to a particular utility, and notify the Finance Director of the City if a Red Flag is encountered.

As most cities will readily observe, the Red Flags have little relevance to the billing practices of city utilities. The Federal Trade Commission, responsible for enforcement of FACTA, offers no guidance on how city utilities can implement these policies other than to suggest "common sense." There is obviously little common sense in designating City utilities as "creditors" subject to FACTA. Implementing proactive measures to detect identity theft, such as comparing the names of all persons paying utility bills to the owners of property served, can be highly disruptive and costly to city operations. The recommended program minimizes costs as much as possible and is comparable to programs adopted throughout the country. More may be required of cities as court opinions and federal regulations further clarify the responsibilities of city utilities.

KNE:

RESOLUTION NO.

A RESOLUTION OF THE SEDRO-WOOLLEY CITY COUNCIL,
ADOPTING AN IDENTITY THEFT PREVENTION PROGRAM
PURSUANT TO THE FAIR AND ACCURATE CREDIT
TRANSACTION ACT OF 2003

WHEREAS, the municipal utilities of the City of Sedro-Woolley are considered “creditors” under the Fair and Accurate Credit Transaction Act of 2003 (ACT);

WHEREAS, the municipal utilities of the City of Sedro-Woolley extend “credit” as defined in the Act by deferring payment for services rendered;

WHEREAS, the municipal utility of the City of Sedro-Woolley maintain “covered accounts” as defined by the Act; and

WHEREAS, the City of Sedro-Woolley desires to adopt a policy establishing an Identity Theft Prevention Program pursuant to the Act;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DO RESOLVE AS FOLLOWS:

Section 1. Adoption of the Identity Theft Prevention Program. The City of Sedro-Woolley’s procedures for identifying, detecting, and responding the identity theft, attached hereto as Attachment A and adopted by this reference as if set forth in full, are hereby adopted for use by the City of Sedro-Woolley municipal utilities to the full extent consistent with state law.

PASSED THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS ____ DAY OF JULY, 2009.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF SEDRO-WOOLLEY

Identity Theft Prevention Program

Effective beginning August 1, 2009

I. PROGRAM ADOPTION

The City of Sedro-Woolley (“Utility”) developed this Identity Theft Prevision Program (“Program”) pursuant to the Federal Trade Commission’s Red Flag Rule (“Rule”), which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. 16 C.F. R. § 681.2. This Program was developed and approved by the City Council. After consideration of the size and complexity of the Utility’s operations and account systems, and the nature and scope of the Utility’s activities, the City Council determined that this Program was appropriate for the City of Sedro-Woolley, and therefore adopted this Program on _____.

II. PROGRAM PURPOSE AND DEFINITIONS

A. Fulfilling requirements of the Red Flags Rule

Under the Red Flag Rule, every financial institution and creditor is required to establish an “Identity Theft Prevention Program” tailored to the size, complexity and nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

B. Red Flags Rule definitions used in this Program

The Red Flag Rule defines “Identity Theft” as “fraud committed using the identifying information of another person” and a “Red Flag” as “a pattern, practice, or specific activity that indicates the possible existence of Identity Theft.”

According to the Rule, a municipal utility is a creditor subject to the Rule requirements. The Rule defines creditors “to include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunications companies. Where non-profit and governments entities defer payment for goods and services, they, too, are to be considered creditors.”

All the Utility’s accounts that are individual utility service accounts held by customers of the utility whether residential, commercial or industrial are covered by the Rule. Under the Rule, a “covered account” is:

1. Any account the Utility offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and

2. Any other account the Utility offers or maintains for which there is a reasonable foreseeable risk to customers or to the safety and soundness of the Utility from Identity Theft.

“Identifying information” is defined under the Rule as “any name or number that may be used, along or in conjunction with any other information, to identify a specific person,” including: name, address, telephone number, social security number, date of birth, government-issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer’s Internet Protocol address, or routing code.

III. IDENTIFICATION OR RED FLAGS

In order to identify relevant Red Flags, the Utility considers the types of accounts that it offers and maintains, the methods it provides to open its accounts, the methods it provides to access its accounts, and its previous experience with Identity Theft. The Utility identifies the following Red Flags and will train appropriate staff to recognize these Red Flags as they are encountered in the ordinary course of Utility business:

A. Alerts, Notifications and Warnings From Credit Reporting Agencies

Red Flags

1. Report of fraud accompany a credit report;
2. Notice or report from a credit agency of a credit freeze on a customer or applicant;
3. Notice or report from a credit agency of an active duty alert for an applicant;
4. Notice or report from a credit agency of an address discrepancy; and
5. Indication from a credit report of activity that is inconsistent with a customer’s usual pattern or activity, such as an unusual increase in the volume of credit inquiries, unusual increase in the number of established credit relationships, or a material change in the use of credit.

B. Suspicious Documents

Red Flags

1. Identification document or card that appears to be forged, altered or inauthentic;
2. Identification document or card which a person’s photograph or physical description is not consistent with the person presenting the document;
3. Other information on identification document is not consistent with information provided by the person opening a new covered account, by the customers presenting the identification, or with existing customer information on file with the creditor (such as a signature card or recent check); and
4. Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information

Red Flags

1. Identifying information presented that is inconsistent with other information the customers provides, for instance, where there is a lack of correlation between the social security number range and the date of birth;
2. Identifying information presented that is inconsistent with external sources of information, for instance, an address does not match a consumer report or a social security number is listed in the Social Security Administration's Death Master File;
3. Identifying information presented is associated with common types of fraudulent activity, such as use of a fictitious billing address or phone number;
4. Identifying information presented that is consistent with known fraudulent activity, such as presentation of an invalid phone number or fictitious billing address used in previous fraudulent activity;
5. Social Security number presented that is the same as one given by another customers;
6. An address or phone number presented that is the same as that of another person;
7. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law, social security numbers must not be required); and
8. A person's identifying information is not consistent with the information that is on file for the customer.

D. Suspicious Account Activity or Unusual Use of Account

Red Flags

1. Change of address for an account followed by a request to change the account holder's name;
2. Payments stop on an otherwise consistently up-to-date account;
3. Account used in a way that is not consistent with prior use (example: very high activity);
4. Mail sent to the account holder is repeatedly returned as undeliverable;
5. Notice to the Utility that a customer is not receiving mail sent by the Utility;
6. Notice to the Utility that an account has unauthorized activity;
7. Breach in the Utility's computer system security; and
8. 8. Unauthorized access to or use of customer account information.

E. Alerts from Others

Red Flags

1. Notice to the Utility from a customer, identity theft victim, Law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

IV. PREVENTING AND MITIGATING IDENTITY THEFT

In the event Utility personnel detect any identified Red Flags, such personnel must

contact the Finance Director of the City. The Finance Director will then decide which of the following steps should be taken:

1. Continue to monitor an account for evidence of Identity Theft;
2. Contact the customer;
3. Change any passwords or other security devices that permit access to accounts.
4. Not open a new account;
5. Close as existing account;
6. Reopen an account with a new number;
7. Notify law enforcement; or
8. Determine that no response is warranted under the particular circumstances.

V. PROGRAM UPDATES

The City's Finance Director or designee shall serve as Program Administrator. The Program Administrator will periodically review and update this Program to reflect changes in risks to customers and the soundness of the Utility from Identity Theft. In doing so, the Program Administrator will consider the Utility's experiences with Identity Theft situations. Changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, and changes in the Utility's business arrangements with other entities. After considering these factors the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Program Administrator will update the Program or present the City Council with his or her recommended changes and the City Council will make a determination of where to accept, modify or reject those changes to the Program.

VI PROGRAM ADMINISTRATION

A. Oversight

Responsibility for developing, implementing and updating this Program lies with the Program Administrator. The Program Administrator will be responsible for the Program's administration. For ensuring appropriate training of Utility staff, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, for determining which steps of prevention and mitigation should be taken in particular circumstances, and for considering periodic changes to the Program.

B. Staff Training and Reports

Utility staff responsible for implementing the Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags and the responsive steps to be taken when a Red Flag is detected. Staff should prepare a report at least annually for the Program Administrator, including an evaluation of the effectiveness of the Program with respect to opening accounts, existing covered accounts, service provider arrangements, significant incidents involving identity theft and responses, and recommendations for changes to the Program.

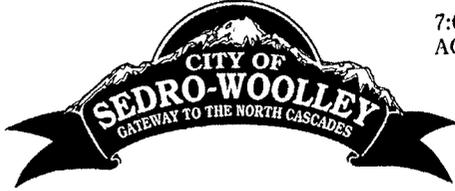
C. Service Provider Arrangements

In the event the Utility engages a service provider to perform an activity in connection with one or more accounts, the Utility will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft.

1. Require, by contract, that service providers have such policies and procedures in place; and
2. Require, by contract, that service providers review the Utility's Program and report any Red Flags to the Program Administrator.

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 08 2009



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 37

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0707

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

MEMO TO: City Council
FROM: Mark A. Freiburger, PE
RE: Professional Services Agreement 2009-PS-08
Wastewater Treatment Facility Effluent Mixing Study
DATE: July 2, 2009 (for council meeting July 8, 2009)

ISSUE

Should the Council authorize the Mayor to sign the attached Professional Services Agreement 2009-PS-08 with Cosmopolitan Engineering Group, Inc. in the amount of \$27,500?

BACKGROUND

Under requirements of our NPDES Permit for operation of the Wastewater Treatment Facility, we are required to perform an Effluent Mixing Study to determine the degree of effluent and receiving water mixing which occurs within the mixing zone in the Skagit River. This report must be completed during critical conditions and be submitted to Ecology for approval no later than July 1, 2010.

Utilizing the cities Consultant Selection Guidelines, Public Works solicited statements of interest from a selected group of consultants using the MRSC Rosters. Five consultants were contacted, with only one, Cosmopolitan Engineering Group, Inc. returning a statement of qualifications. In discussing the matter with the other consultants, it was noted that Cosmopolitan is considered by their peers to be the most qualified firm to perform the work required. Based on this information, the Consultant Selection Committee decided to instruct Public Works to request a Scope of Services from Cosmopolitan. The attached Professional Services Agreement incorporates this proposal as Exhibit A.

FINANCIAL/ANALYSIS

Account 401.000.035.596.63.20 Professional Services includes \$25,000 for a WWTP Efficiency Report and \$25,000 for a I&I Study. These funds will be used to fund the mixing zone study, with the original work deferred until a later year.

RECOMMENDATION:

Motion to authorize the Mayor to sign the attached Professional Services Agreement 2009-PS-08 with Cosmopolitan Engineering Group, Inc. in the amount of \$27,500.



PROFESSIONAL SERVICES AGREEMENT No. 2009-PS-08.

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

This Agreement made and entered into this **9th** day of **July, 2009** , by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Cosmopolitan Engineering Group, Inc.** whose address is **PO Box 1678, Tacoma, WA 98401-1678**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as **Effluent Mixing Study as defined in Exhibit A attached hereto** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

not later than _____

[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Delays and Extensions of Time.

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

5. Compensation and Schedule of Payments.

City shall pay the Contractor on a **Lump Sum** basis pursuant to the schedule set forth on **Exhibit A, "Proposal for City of Sedro-Woolley Effluent Mixing Study."**

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

6. Ownership of Records and Documents.

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

7. Termination.

The term of this agreement shall be from the date signed through **December 31, 2010**.

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

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

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

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

8. Evaluation and Compliance with the Law.

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

9. City Business and Occupation License.

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

10. Liability and Hold Harmless.

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

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

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

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

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

12. Amendments.

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

13. Scope of Agreement.

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

14. Ratification.

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

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

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

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

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

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

20. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors?
Yes No N/A

DATED this _____ day of _____, 2009.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Deputy Clerk

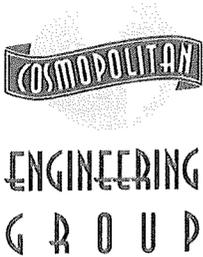
Approved as to Form:

City Attorney

CONTRACTOR:

Cosmopolitan Engineering Group, Inc.

By: _____



Civil, Environmental,
and Recreational
Consulting

July 2, 2009

Debbie Allen
WWTP Operator
City of Sedro-Woolley
401 Alexander Street
Sedro-Woolley, WA 98284

Re: Proposal for City of Sedro-Woolley Effluent Mixing Study

Dear Ms. Allen:

Thank you for selecting Cosmopolitan Engineering Group to perform the Effluent Mixing Study for the City of Sedro-Woolley wastewater treatment plant outfall. Specifically, the study will be designed to satisfy the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Permit No. WA-002375-2, Condition S8.

Approach

In Section S8 of the NPDES Permit, the Washington State Department of Ecology (Ecology) specifies use of a dye tracer study to establish the mixing zone dilution ratios. However, Ecology allows the use of mixing models as an alternative to the dye tracer study "if the critical ambient conditions necessary for model input are known or will be established with field studies" and the outfall "is visually inspected for integrity or has been recently tested for performance."

Based upon the recent outfall inspection (August, 2006) and our review of available ambient data, we believe a model analysis of effluent mixing will be sufficient. It appears that your discharge will easily show that there is no reasonable potential to exceed receiving water quality standards, in which case we anticipate Ecology will agree to waive the requirement for a dye tracer study. Our approach will be to perform a model study based upon existing outfall, effluent, and receiving water information supplemented by current speed and conductivity, temperature and depth (CTD) profile data collected in the field.

We propose collecting field data during the critical low flow period (late September) and submitting an *Effluent Mixing Study Report* to Ecology summarizing the results of field data collection, dilution model approach, and results of the model analysis. The *Effluent Mixing Study Report* will meet the submittal date requirement (July 1, 2010) of the NPDES Permit. If Ecology requires a dye tracer study to confirm or validate the model, it is outside the scope of the budget included herein and would be performed in September or October 2010. We believe our approach described above is the lowest cost alternative for meeting the requirements of the NPDES Permit.

P.O. Box 1678
Tacoma, WA
98401-1678
(253) 272-7220
Fax: (253) 272-7250

Task 1 – Design Criteria

This task will establish design criteria for the Effluent Mixing Study. The following information needed to conduct the study will be assembled:

- A site plan of the outfall and the mixing zone boundaries overlaid on an aerial photo of the vicinity.
- Outfall drawings (provided by the City)
- Receiving water flow statistics and physical parameters (from USGS and Ecology web sites)
- Design effluent flow data (provided by the City)
- Effluent metals, ammonia, and temperature data (provided by the City)
- Ambient CTD profile and current speed data (one day field study)

CTD profile and current speed data will be collected during a one day field study performed during late September to best capture critical low river flow conditions. The field data will be used as input parameters for the mixing model analysis discussed in Task 2. We may also inject dye through the outfall during collection of field data to observe and take photographs of the effluent plume, but not for detailed mixing zone dilution analysis.

Task 2 – Effluent Mixing Study

An Ecology-approved mixing model will be used to establish the acute and chronic dilution factors for design effluent flow conditions. The models considered will include UM3, CORMIX, and RIVPLUM5. Model input data will be based upon effluent, receiving water, and outfall data compiled in Task 1, and will be consistent with critical mixing conditions as described in Ecology's *Permit Writer's Manual*.

The model predicted acute and chronic dilution factors will be used to evaluate the "reasonable potential" for the effluent discharge to exceed acute and chronic water quality criteria for toxicants, including metals, ammonia, and temperature. The Ecology spreadsheet calculations included in the NPDES Permit Fact Sheet will be used as a starting point for the Reasonable Potential Analysis, updated as appropriate with data collected in Task 1 and results of the model analysis. The Reasonable Potential Analysis will be performed per Ecology and EPA protocol.

The modeling and reasonable potential analysis results will be presented in a draft *Effluent Mixing Study Report* submitted to the City. Comments received based upon the draft report will be addressed in a final report submitted to Ecology. The Cost Proposal includes one meeting with the City and Ecology to present and discuss the results. As noted previously, the cost proposal does not include a dye tracer study and subsequent analyses, in the event that Ecology requires a study to confirm or validate the model analysis.



Schedule of Deliverables

Deliverables include draft and final versions of the *Effluent Mixing Study Report*. Assuming the 1-day field study occurs in mid-September 2009, a draft version of the report will be submitted for City review by November 15, 2009. The final report, incorporating City review comments will be submitted 15 days after review comments are received.

Cost Proposal

This proposal is based on a lump sum costs per task, summarized as follows:

• Task 1 – Design Criteria	\$7,500
• Task 2 – Effluent Mixing Study	<u>\$20,000</u>
Total	\$27,500

Very truly yours,

COSMOPOLITAN ENGINEERING GROUP, INC.



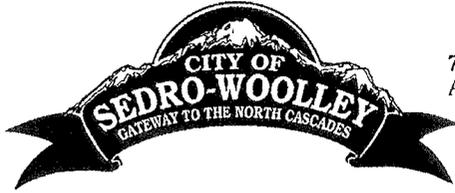
Matthew J. DeBoer, PE
Project Manager

MJD:jms



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 08 2009



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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0707

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

MEMO TO: City Council

FROM: Mark A. Freiberger, PE

RE: Supplemental Agreement 1
Construction Management Contract 2009-PS-05
Fruitdale Road and McGarigle Road Improvements Project and SR 9
Pedestrian/Bicycle Improvements Project

DATE: June 30, 2009 (for council meeting July 8, 2009)

ISSUE

Should the Council authorize the Mayor to sign the attached Supplemental Agreement 1 to the Local Agency Standard Consultant Agreement with Leonard, Boudinot & Skodje, Inc., at a revised maximum amount payable of \$393,680.

BACKGROUND

Our original agreement with LBS for construction management services included estimates for three sub-consultants with a budget amount for these services. The attached supplement updates the agreement for the actual amounts for these sub-consultants, plus adds Geo-Engineers as an additional sub-consultant. As previously reported, we have received a notice of changed conditions from the contractor for the project, claiming soils conditions differing from the design soils report. GeoEngineers prepared the original soils report for the project. This supplement provides budget for their review of the notice of changed conditions and preparation of a response.

Approval of this supplement is also required from WSDOT Northwest Region, Mount Baker Area Development Services, acting as Certification Acceptance for the project.

FINANCIAL

LBS Agreement	Original	Updated	Change
LBS	\$286,185	\$286,185	\$ 0
Electrical	\$ 5,000	\$ 13,140	\$ 8,140
Environmental	\$ 15,000	\$ 19,555	\$ 4,555
Materials Testing	\$ 50,000	\$ 28,300	\$(21,700)
GeoEngineers	\$ 0	\$ 4,000	\$ 4,000
Overhead	\$ 7,000	\$ 6,500	\$ (500)
Subtotal	\$363,185	\$357,680	\$ (5,505)

Management Res	\$ 36,000	\$ 36,000	\$ 0
TOTAL	\$399,185	\$393,680	\$ (5,505)

ANALYSIS

The net result due to the update of the sub-consultants is a reduction in sub-consultant fees and associated overhead of \$5,505, which is reflected in the supplemented contract total.

RECOMMENDATION:

Motion to authorize the Mayor to sign the attached Supplemental Agreement Number 1 to the Local Agency Standard Consultant Agreement with Leonard, Boudinot & Skodje, Inc., at a revised maximum amount payable of \$393,680.



Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number		Leonard, Boudinot & Skodje, Inc. PO Box 1228 - 603 South First Street Mount Vernon, WA 98273-1228 Phone: 360 336-5751	
Project Number	Execution Date	Completion Date	
STPE-0009-(057)	6/24/2009	12/31/2009	
Project Title		New Maximum Amount Payable	
Fruitdale & McGarigle Construction		\$ 393,680.00	
Description of Work Construction Management and Surveying services for the Fruitdale Road and McGarigle Improvements Project and SR 9 Pedestrian/Bicycle Safety Improvements Project.			

The Local Agency of City of Sedro-Woolley
desires to supplement the agreement entered into with Leonard, Boudinot & Skodje, Inc.
and executed on 04/15/2009 and identified as Agreement No. STPE-0009(057)

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

GeoEngineers is added as a subconsultant to provide services pursuant to their attached Confirming Agreement File No. 3195-004-02. Additionally, the estimates of the other three subconsultants to the agreement are hereby revised per their attached written estimates. Modified amounts reflect consultant's 10% processing fee.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: n/a

III

Section V, PAYMENT, shall be amended as follows:

n/a

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Leonard, Boudinot & Skodje, Inc.

Consultant Signature

By: City of Sedro-Woolley

Approving Authority Signature

Date

Leonard, Boudinot & Skodje Inc.
603 First Street
PO Box 1228
Mount Vernon, Washington 98273

Attention: David Lee, PE

CONFIRMING AGREEMENT

File No. 3195-004-02

This confirms the agreement between Leonard, Boudinot, and Skodje, Inc. (LBS) and GeoEngineers, Inc. (hereinafter referred to as "we," "us" or "our") for geotechnical engineering services for the Fruitdale Road and McGarigle Road project in Sedro Woolley, Washington. The services presented in this agreement are based on conversations with you, civil plans provided by LBS, dewatering plans prepared for the project by Jacobs Associates, our geotechnical engineering reports for the project site dated January 29, 2008 and December 23, 2008, and our experience on similar projects. Our specific services will consist of geotechnical support during construction of the sewer line, pump stations, and roadway improvements as requested by LBS, and will likely include the following:

- Review of the project dewatering plan for general conformance with the recommendations presented in our geotechnical engineering report and review of the contractor claim for change conditions.
- Conduct a site visit(s) to observe construction means and methods and provide recommendations as necessary to facilitate construction. We understand that a materials testing company is providing soils density testing for excavation backfill.
- Provide verbal consultation to LBS and the City of Sedro Woolley when requested, as necessary to support the proposed construction.
- Prepare field reports, memoranda, and/or letter reports as appropriate with the results of our observations and project review, and provide any comments or recommended modifications to the construction process.

The professional services listed above will be provided in accordance with the terms described in our General Conditions as noted in our previous agreement for the project dated November 10, 2008, which is hereby a part of this agreement. The fee for the services described above will be determined on a time-and-expense basis using the rates indicated in the attached 2009 Schedule of Charges. Our fees will depend directly on our requested level of involvement and amount of time necessary to respond to issues that develop during construction. We suggest an initial budget of \$4,000. We will not exceed this amount without first consulting with you.

Leonard, Boudinot & Skodje, Inc.
June 19, 2009
Page 2

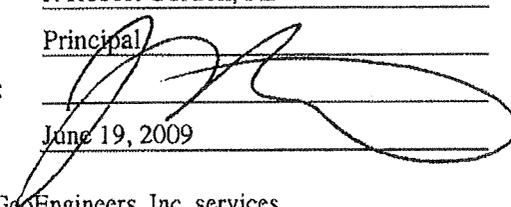
Client's oral authorization to initiate services shall be considered by both parties as formal acceptance of all terms and conditions of this Agreement unless different terms from those represented in the Agreement are introduced by Client prior to commencement of services.

The services described above are authorized by:

Leonard, Boudinot & Skodje, Inc.

GeoEngineers, Inc.

By*: _____
Title*: _____
Signature: _____
Date: _____

By: J. Robert Gordon, PE
Title: Principal
Signature: 
Date: June 19, 2009

*Individual with contracting authority and responsible for payment of GeoEngineers, Inc. services.

SWC:JRG:ims
BELL:PPA\3\3195004\02\Finals\3195-004-02_CA.doc

Attachment: 2009 Schedule of Charges

Two Copies Submitted

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

SCHEDULE OF CHARGES – 2009

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff	
Scientist 1	\$ 80/hour
Engineer 1	\$ 85/hour
Scientist 2	\$ 90/hour
Engineer 2	\$ 95/hour
Scientist 3	\$ 102/hour
Engineer 3	\$ 105/hour
Project Engineer/Scientist 1	\$ 115/hour
Project Engineer/Scientist 2	\$ 120/hour
Senior Engineer/Scientist 1	\$ 125/hour
Senior Engineer/Scientist 2	\$ 135/hour
Associate	\$ 155/hour
Principal	\$ 170/hour
Senior Principal	\$ 180/hour
Technical Support Staff	
Administrator 1	\$ 55/hour
Technician	\$ 58/hour
CAD Technician	\$ 58/hour
Administrator 2	\$ 64/hour
Senior Technician	\$ 67/hour
CAD Designer	\$ 67/hour
Applied and Information Technology Staff	
Staff Analyst/Developer 1	\$ 88/hour
Staff Analyst/Developer 2	\$ 99/hour
Staff Analyst/Developer 3	\$ 111/hour
Project Analyst/Developer 1	\$ 123/hour
Project Analyst/Developer 2	\$ 128/hour
Senior Analyst/Developer 1	\$ 134/hour
Senior Analyst/Developer 2	\$ 144/hour
Associate Analyst/Developer	\$ 166/hour
Principal Analyst/Developer	\$ 182/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent after normal working hours, on weekends, or on holidays, at the specific request of Client, will be charged at the above rates plus 25 percent. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

SCHEDULE OF CHARGES - 2009 (CONTINUED)

Equipment	
Air Quality Equipment, per day	\$ 150.00
Air Sparging Field Test, per day	\$ 500.00
Construction Monitoring Equipment	\$ 25.00
Continuous recording data logger, per day	\$ 300.00
Environmental Exploration Equipment, per day	\$ 150.00
Field water quality testing equipment, per day (1 day min.)	\$ 80.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$ 100.00
Generator, per day (1 day min.)	\$ 100.00
Geotechnical Exploration Equipment, per day	\$ 125.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$ 100.00
Groundwater Monitoring Equipment, per day	\$ 220.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$ 10.00
pH Meter (per day)	\$ 15.00
Single Channel data logger, per logger, per day (1 day min.)	\$ 100.00
Slope Indicator, per day (1 day min.)	\$ 200.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$ 35.00
Vapor Extraction Field Test, per day	\$ 500.00
Vehicle usage, per mile, or \$50/day, whichever is greater	\$ 0.65
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$ 80.00
Water disposal equipment, per use, per day	\$ 50.00
Water Quality Equipment, per day	\$ 125.00

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

Per diem may be charged in lieu of subsistence and lodging.

All rates are subject to change upon notification.



SCADA & Controls Engineering, Inc.
 2020 Maltby Rd Ste 7
 PMB 170
 Bothell, WA 98021

PHONE (206) 354-1779
 FAX (425) 806-5056
 E-MAIL smith@scadace.com
 WEB SITE www.scadace.com

May 6, 2009

Leonard, Boudinot & Skodje, Inc.
 603 South First Street
 Mount Vernon, WA 98273

Ref: Sedro Woolley Fruitdale-McCarigle Construction Management & SCADA Quote: A095

Attn: David Lee

Thank you for the opportunity to provide a quote for the above reference project.

Scope of Work

1. Submittal reviews for electrical materials at Fruitdale liftstation and McCarigle stormwater station.
2. Inspection services for inspection of electrical installations at Fruitdale liftstation and McCarigle stormwater station.
3. SCADA (PLC, HMI, and radio) programming and testing for contractor provided equipment at Fruitdale liftstation and McCarigle stormwater station.
4. PLC programming to control the pumps and signal alarms at Fruitdale liftstation.
5. Technical Support (as requested by the city).

Price

Engineering Labor @ \$120 per hour not to exceed a total of 60 hours	\$ 7,200
Programming Labor @ \$99 per hour not to exceed a total of 60 hours	\$ 5,940

Total labor costs not to exceed	\$ 13,140

Please call if you have any questions.

Sincerely,

Michael J. Smith, P. E.
 Project Manager / Professional Engineer
 SCADA and Controls Engineering, Inc.

Accepted as subconsultant fee to 07002-C.
 Leonard, Boudinot & Skodje, Inc.

BY
 Robert C. Boudinot, P.E.



Leonard, Boudinot & Skodje Inc.
PROFESSIONAL ENGINEERS & LAND SURVEYORS

ROBERT C. BOUDINOT, JR., P.E.

JEFFREY A. SKODJE, P.L.S.

June 1, 2009

Mr. Michael J. Smith, P.E.
SCADA & Controls Engineering, Inc.
2020 Maltby Road, Suite 7
PMB 170
Bothell, WA 98021

Re: City of Sedro-Woolley Fruitdale & McGarigle Roads Construction
Our Project # 07002-C

Dear Mr. Smith:

Enclosed is a signed acknowledgement of your scope and fee for the above project. When you bill for this project, please refer to 07002-C.

Thank you.

Sincerely,


Cathy L. Scott
Business Manager

/cs
Enclosure

Widener & Associates

Environmental Cost Estimate

10108 32nd Avenue W Ste D Everett, WA 98204-1302
 Tel (425) 348-3059 Fax (425) 348-3124

Project Task Orders	SW SR 20/Fruitdale Road to McGarigle Road		Total Costs
	Project Manager	Senior Biologist / Planner	
Project Scoping	Hours	Hours	
Construction Support	72	24	
T&E letters update (2)	8	16	
Revegetation Contract			
Contract Provision	4	16	
Coordination	8	4	
Inspection	8	4	
Totals	100	64	
	Hours	Hourly Rate	Total Labor
Project Manager	100	\$50.00	\$5,000.00
Project Biologist	64	\$31.00	\$1,984.00
			Overhead *
		Project Manager	\$7,500.00
		Project Biologist	\$2,976.00
			Profit **
		Project Manager	\$1,500.00
		Project Biologist	\$595.20
TOTAL ESTIMATED COST			\$19,555.20
*Overhead 150%			
**Profit of Labor 30%			

April 29, 2009

Sedro-Woolley, WA

Schedule A

Item No.	Item	Quantity	Test Type	Test Frequency	Field Hours	Number of Tests	Unit Rate	Subtotal	Total
20	*Gravel Base	41,577 Ton	Compaction	1-100 lf/500 cy	80		\$54	4,320	\$6,585
			Grading	1-4000 ton		7	\$120	840	
			SE	1-4000 ton		10	\$75	750	
			M-D Curve/Sieve	-		3	\$225	675	
21	*Crushed Surfacing Base Course	5,264 Ton	Compaction	1-100 lf	16		\$54	864	\$1,479
			Grading	1-4000 ton		2	\$120	240	
			SE	1-4000 ton		2	\$75	150	
			M-D Curve/Sieve	-		1	\$225	225	
22	*Crushed Surfacing Top Course	1,700 Ton	Compaction	1-100 lf	12		\$54	648	\$1,143
			Grading	1-2000 ton		1	\$120	120	
			SE	1-2000 ton		1	\$75	75	
			Fracture	1-2000 ton		1	\$75	75	
			M-D Curve/Sieve	-		1	\$225	225	
23	HMA CL ½"	8,273 Ton	Compaction	5-400 ton	64		\$54	3,456	\$7,931
			SE (cold feed)	1-1600 ton		5	\$75	375	
			Fracture (cold feed)	1-1600 ton		5	\$60	300	
			Uncompacted Voids	1-1600 ton		5	\$150	750	
			ACP Grading/Oil Content	1-800 ton		10	\$225	2,250	
			Rice Density	1-800 ton		10	\$80	800	
							32	\$50	
57	Concrete - Curb & Gutter	16,540 LF	Slump, air, temp			24	\$18	432	\$2,032
58	Concrete - Driveways	1,075 SY	Slump, air, temp		8		\$50	400	\$508
			Cylinders			6	\$18	108	
64	Concrete - Sidewalk	4,713 SY	Slump, air, temp		16		\$50	800	\$1,016
			Cylinders			12	\$18	216	
65-67	Concrete - Ramps	33 EA	Slump, air, temp		16		\$50	800	\$1,016
			Cylinders			12	\$18	216	
	Concrete Aggregate Gradations	~	CA Grading	1-2000 cy		1	\$120	120	\$240
			FA Grading	1-2000 cy		1	\$120	120	
	Sample Pickup & Processing		(soils, asphalt & concrete cys)		40		\$50	2,000	\$2,000
SUBTOTAL									\$23,950

* Includes compaction testing of trench backfill and roadway sections at a frequency of 1 test per 100 linear feet.
 Test quantities are based on WSDOT Construction Manual 9-5.7.

April 29, 2009

Sedro-Woolley, WA

Schedule B

Item No.	Item	Quantity	Test Type	Test Frequency	Field Hours	Number of Tests	Unit Rate	Subtotal	Total
85	Bus Shelter Pads	2 EA	Slump, air, temp		8		\$50	400	\$508
			Cylinders			6	\$18	108	
94	Sanitary Sewer Pump Station	1 EA	Slump, air, temp		4		\$50	200	\$254
			Cylinders			3	\$18	54	
98	Pump Station Building	1 EA	Slump, air, temp		8		\$50	400	\$508
			Cylinders			6	\$18	108	
	Concrete – Aggregate Gradations	~	CA Grading	1-2000 cy		0	\$120	0	\$0
			FA Grading	1-2000 cy		0	\$120	0	
	Sample Pickup & Processing		(soils, asphalt & concrete cpls)		6		\$50	300	\$300
SUBTOTAL									\$1,670

Other

Item	Test Type	Test Frequency	Hours	Number of Tests	Unit Rate	Subtotal	Total	
M-D Gauge/Core Calibration (if required)			6		\$80	480	\$480	
Core Density Tests				10	\$30	300	\$300	
Asphalt Ignition Oven Calibration (if required)				8	\$100	800	\$800	
Project Management			16		\$75	1,200	\$1,200	
SUBTOTAL								\$2,780

TOTAL	\$28,300
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GEOTEST SERVICES, INC.

FEE SCHEDULE

2009

SPECIAL INSPECTION SERVICES

Reinforced Concrete.....	50.00 hour
Prestressed Concrete.....	50.00 hour
Structural Masonry	50.00 hour
Spray-Applied Fireproofing.....	50.00 hour
Lateral Framing	50.00 hour
Structural Steel Welding and Bolt Torque.....	50.00 hour
In-Place Density - Nuclear Gauge, Soils & Asphalt	54.00 hour
Soils Observation	54.00 hour
Laboratory Technician.....	50.00 hour
Field Technician	50.00 hour
Field Sampling.....	50.00 hour
Clerical.....	40.00 hour

ENGINEERING & ENVIRONMENTAL SERVICES

Geotechnical Engineer	110.00 hour
Technical Director.....	110.00 hour
Engineering Geologist.....	80.00 hour
Hydrogeologist.....	80.00 hour
Environmental Professional.....	80.00 hour
Project Manager	75.00 hour
Geologist.....	65.00 hour
Geotechnical Technician	50.00 hour

SPECIALTY SERVICES

Bolt Pull-out Tests	80.00 hour
Rebar Location (Pachometer)	80.00 hour
Concrete & Asphalt Coring.....	80.00 hour
Schmidt Hammer.....	80.00 hour
Windsor Probe.....	80.00 hour
Brick Shear Testing (2 man crew).....	150.00 hour
Floor Flatness Testing (Dipstick).....	90.00 hour
Field Infiltration Testing	70.00 hour
Turbidity Monitoring	54.00 hour
Moisture Emission Testing	54.00 hour
Floor Moisture Test Kits.....	25.00 ea
Windsor Probe Pins (Set of 3).....	35.00 set

GEO TEST SERVICES, INC.

FEE SCHEDULE

2009

MATERIALS TESTING

CONCRETE

Compressive Strength - Concrete	18.00 ea
Compressive Strength - Drilled Cores (includes trimming and testing)	50.00 ea
Compressive Strength - Sawed Specimens (includes trimming and testing)	50.00 ea
Shotcrete Panel - 3 Cores Per Panel	150.00 ea
Additional Shotcrete Cores	50.00 ea
Flexural Strength - 6" x 6" Beams	40.00 ea
Air Dry Unit Weight	35.00 ea
Trimming Specimens - Per End (when required)	12.00 ea
Mix Designs	quote

MASONRY

Compressive Strength - Mortar, 2" x 4" Cylinder	18.00 ea
Compressive Strength - Grout, 4" x 4" x 8" Prism	18.00 ea
Compressive Strength - 2" x 2" Cubes	18.00 ea
Compressive Strength - Composite Prism	100.00 ea
Compressive Strength - CMU	50.00 ea
Compressive Strength - Brick or Concrete Paver	40.00 ea

AGGREGATE

Sieve Analysis, with Wet Wash	120.00 ea
Sieve Analysis, Dry Only	75.00 ea
Specific Gravity and Absorption - Fine Agg.	75.00 ea
Specific Gravity and Absorption - Coarse Agg.	50.00 ea
Uncompacted Voids - Fine Aggregate	150.00 ea
Unit Weight and Voids	40.00 ea
Sand Equivalent	75.00 ea
Moisture Content	25.00 ea
Percent Fracture	60.00 ea
Organic Impurities Test	40.00 ea
Clay Lumps and Friable Particles	80.00 ea
Lightweight Pieces	75.00 ea

ASPHALT

Asphalt Content & Gradation (Ignition Furnace)	225.00 ea
Maximum Specific Gravity (Rice Density)	80.00 ea
Asphalt Core Density/Thickness	30.00 ea
Marshall Method Test - Flow, Stability, Density & Voids	
Hot Mix Furnished, Set of 3	300.00 ea
Lab Mixed, Set of 3	350.00 ea
Mix Design - Marshall Method, 3 point min.	1,500.00 ea

GEO TEST SERVICES, INC.

FEE SCHEDULE

2009

SOILS

Particle Size Analysis, with Wet Sieve	120.00 ea
Particle Size Analysis, Dry Only	75.00 ea
Particle Size Analysis w/ Hydrometer.....	180.00 ea
Moisture Density Relationship (Proctor).....	225.00 ea
Check Point	75.00 ea
Moisture Content	25.00 ea
Atterberg Limits (3 points)	100.00 ea
Atterberg Limits (1 point)	50.00 ea
Specific Gravity.....	75.00 ea
Consolidation - 5 Loads.....	350.00 ea
Permeability - Constant Head or Falling Head (each point).....	250.00 ea
Direct Shear, uu (each point)	150.00 ea
Organic Content	80.00 ea

FIREPROOFING

Density	60.00 ea
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GENERAL CONDITIONS

- GeoTest special inspection and field testing services are provided on a time and materials basis.
- GeoTest requests 24 hours advance notice for scheduling our services. For service requested with less than 24 hours notice, GeoTest may not be able to guarantee service.
- A four (4) hour minimum charge applies to all special inspection services.
- A premium rate of 1.5 times the regular rate will be charged for all work in excess of 8 hours per day and on Saturdays, Sundays and legal Holidays.
- Mileage charged at \$0.50 per mile.
- Testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule.
- Laboratory rush samples will be invoiced at 1.5 times the standard test rate.
- Rental equipment and subcontractor fees will be invoiced at cost plus 15% handling.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- GeoTest is covered by General and Professional liability insurance.



GEOTEST

741 Marine Drive
Bellingham, WA 98223
20611-67th Avenue NE
Arlington, WA 98223

TOLL FREE
888 251_5276

FAX
360 733_7418

PHONE
360 733_7318

SPECIAL INSPECTION & MATERIALS TESTING SERVICE AGREEMENT

Project: Fruitdale Road and McGarigle Road Improvements Project – Sedro-Woolley, WA

Date: April 24, 2009

Client: _____

GTS Proposal #: 9143

Thank you for selecting GeoTest Services Inc. to provide materials testing and inspection services. All services for this project will be billed at hourly rates in accordance with the attached 2009 Fee Schedule and General Conditions.

GeoTest Services will only invoice on a time and materials basis for time actually spent servicing this project and the related laboratory testing in accordance with the attached fee schedule. A four-hour minimum charge per visit applies to all inspections. A premium rate of 1.5 times the regular rate will be charged for all work outside of normal business hours. Payment is net 30 days. In order to properly service your project GeoTest requests a minimum 24 hours advance notice for scheduling.

In acceptance of our terms and conditions, please sign below and return the original agreement to our office and keep a copy for your records. If there are any questions, please contact Jeremy Wolf, GeoTest Operations Manager. Again, thank you for selecting GeoTest Services, Inc. We look forward to being a part of your project team.

Respectfully Submitted,

Accepted by,

GeoTest Services, Inc.

Client/Representative

Operations Manager

Title

Title

04/24/2009

Date

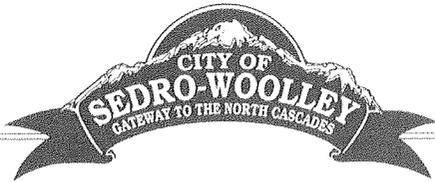
Date

Attachments: General Conditions

GENERAL CONDITIONS

1. A four hour minimum charge per call applies to all GeoTest Services, Inc. (GTS) inspections. A premium rate of 1.5 times the regular rate will be charged for all work in excess of 8 hours per day, shift work and on Saturdays, Sundays, and Legal Holidays.
2. The client understands that no final letter of compliance will be issued to the building department for the project until all outstanding invoices have been paid.
3. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of work ordered by Client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GTS's work. GTS shall have no duty or obligation to any third party greater than that set forth in GTS's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GTS shall constitute acceptance of the terms of GTS's proposal and these General Conditions.
4. Client shall initiate all tests and inspections of the site, materials and work performed by GTS or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GTS's recommendations. No claims for loss, damage or injury shall be brought against GTS by Client or any third party unless all tests and inspections have been so performed and unless GTS's recommendations have been followed. Client agrees to indemnify, defend and hold GTS, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed, or GTS's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GTS, its officers, agents or employees.
5. GTS's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. GTS shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. GTS's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.
6. Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
7. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay GTS's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.
8. The extension of unit prices herein with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the inspection and/or testing for a construction project. The quantities when given are estimated based on contract documents and construction schedules made available at the time of proposal preparation. Since construction schedules, performance, production and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost. The term "Cost Estimate" does not imply a maximum contract amount, but only the extension value of our unit prices at the time of proposal preparation.
9. GTS is covered by General Liability Insurance for bodily injury and property damage arising directly from our negligent acts or omissions, with a combined single limit of \$2,000,000 dollars per occurrence. If Client requires additional coverage in excess of this amount, and if procurable, GTS will take out additional General Liability Insurance to the limits Client requires at client's expense.
10. GTS will provide its professional services to Client, as defined by its scope of work with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This representation is in lieu of any warranties or other representations, either expressed or implied. It is also understood and agreed that statements made in GTS reports are opinions based on professional judgment, and should not be construed to be conclusive representations of fact. If conditions different from what are indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact GTS immediately to authorize further appropriate evaluation. GTS agrees to hold harmless and to indemnify Client on account of any damages due to bodily injury or property damage, or breach of contract, arising directly out of a negligent act or omission in the performance of professional services by GTS; provided, however, that any such liability to any third party arising out of GTS's performance of professional services, shall not exceed Fifty Thousand Dollars (\$50,000.00), or the total amount of the fee paid.
11. Except to the extent specifically addressed in Paragraph 10, Client agrees to indemnify, defend and hold GTS, its officers, employees, agents and independent contractors harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorneys fees arising or alleging to have arisen out of the performance of GTS's work. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against GTS to the extent that GTS shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to GTS the costs and expenses incurred by GTS to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorneys fees, court costs, witness fees and other related expenses.

GeoTest Services, Inc.



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

NEW
BUSINESS

**CITY COUNCIL AGENDA
REGULAR MEETING**

JUL 08 2009

**7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 10**



CARLETTI ARCHITECTS P.S.

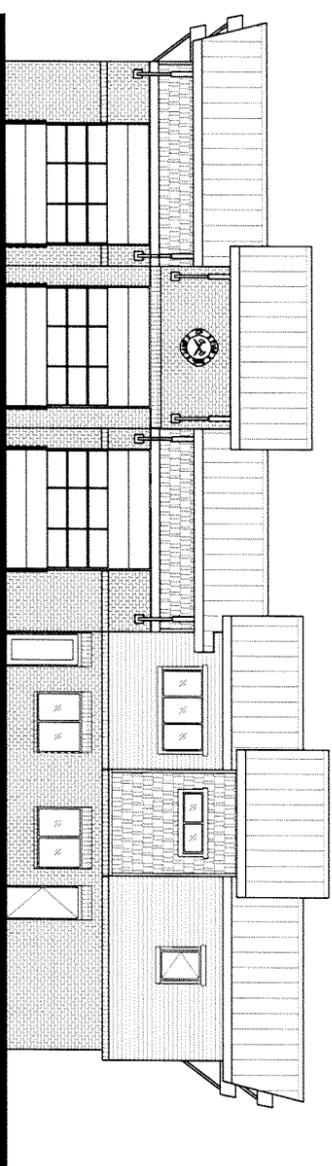
architecture & planning

116 EAST FIR STREET
SUITE A
MOUNT VERNON, WA. 98273
Phone: [360] 424-0304
Fax: [360] 424-5726

SEDR0 WOOLLEY
STATION #2

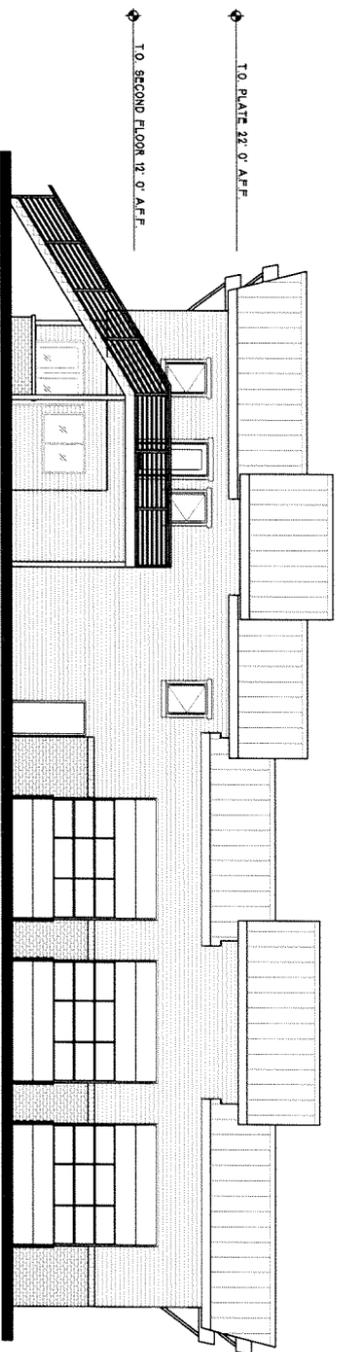
SEDR0 WOOLLEY, WA

CONTACT: DEAN KLINGER
360-855-3207



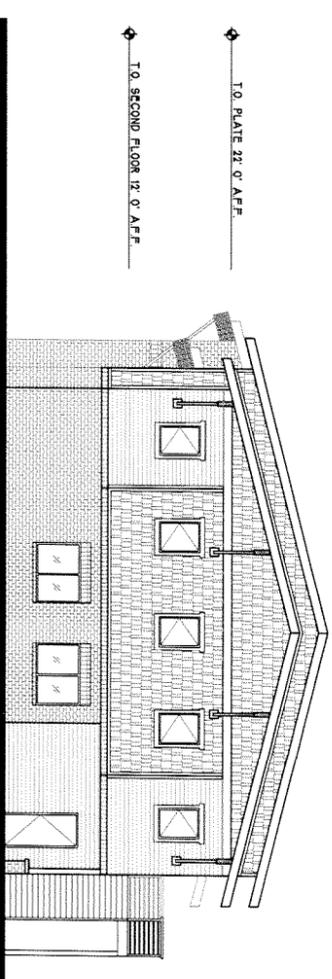
EAST ELEVATION

SCALE = 1/8"=1"



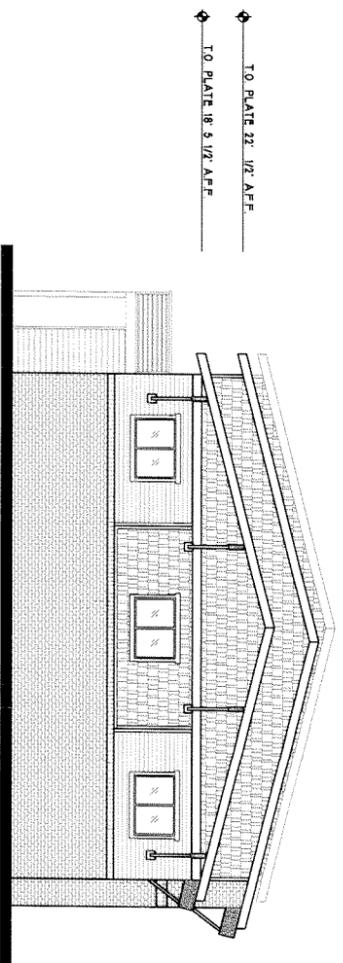
EAST ELEVATION

SCALE = 1/8"=1"



NORTH ELEVATION

SCALE = 1/8"=1"



NORTH ELEVATION

SCALE = 1/8"=1"

PROJECT # 08-152
PROJECT NUMBER

REVISIONS:

SHEET TITLE
ELEVATIONS

QUENTIN SUTTER
PROJECT ARCHITECT
QUENTIN SUTTER
DRAWN BY

PJC
CHECKED BY

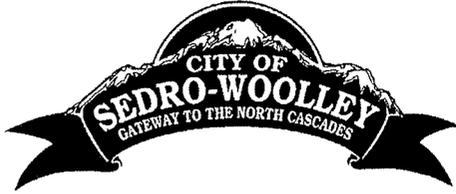
09/11/08
DATE

08-152 PLANDWG
COMPUTER FILE NAME

A-11

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 08 2009



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Solid Waste Rates
DATE: July 8, 2009

ISSUE: Should the Council schedule a public hearing to consider an increase to the monthly rates for garbage service?

BACKGROUND: The attached memo from Leo Jacobs details the pending rate increase from Skagit County. Using our 2008 tonnages, the Skagit County rate increase will result in an additional charge to Sedro-Woolley customers of approximately \$.85 per month.

The impact on the utility's annual budget is an extra cost of approximately \$30,000.00 per year. This is equivalent to the cost of one half of an employee in that department.

In addition, if the Council is going to consider a rate increase, I would also like to address the current fuel surcharge and recommend that you revise how it is applied. This revision would not impact the budget at this time.

While you may ultimately decide that now is not the time to increase rates for any reason, I believe it would be prudent to hold the public hearing and consider how the new Skagit County charges will impact the City's solid waste budget.

RECOMMENDATION: Motion to schedule a public hearing to consider a rate increase in the City's solid waste utility for August 12, 2009.

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

Leo Jacobs,
Solid Waste & Fleet Supervisor

MEMO TO: City Council
FROM: Leo Jacobs
RE: County Tipping Rate Increase
DATE: June 29, 2009

The County has raised its tipping rates which is the disposal of garbage in Skagit County. The tipping rate has gone from \$82.00 per ton of garbage disposed of to \$88.00 per ton. This increase represents an increase to our rate payers about .85 cents per customer.

It appears that this increase will take place in January, 2010. This increase will boost our disposal rates by at least \$30,000 based on our 2008 tonnages for disposal. A minimal cost increase to rate payers will be the easiest way to deal with this rise in costs. If this cost increase does not take place, the extra money needed will have to be cut from our already ravaged budget. Some areas that could potentially be affected or cut might include the elimination of the yard waste facility or a possible layoff of one employee in the department.

RCW 35A.21.152**Solid waste collection -- Rate increase notice.**

(1) A city that contracts for the collection of solid waste, or provides for the collection of solid waste directly, shall notify the public of each proposed rate increase for a solid waste handling service. The notice may be mailed to each affected ratepayer or published once a week for two consecutive weeks in a newspaper of general circulation in the collection area. The notice shall be available to affected ratepayers at least forty-five days prior to the proposed effective date of the rate increase.

(2) For purposes of this section, "solid waste handling" has the same meaning as provided in RCW 70.95.030.

[1994 c 161 § 3.]

NOTES:

Findings -- Declaration -- 1994 c 161: See note following RCW 35.21.157.

COMMITTEE

REPORTS

AND

REPORTS

FROM

OFFICERS