

Next Ord: 1676-10

Next Res: 828-10

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**

**May 26, 2010**

**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 Checks #69352 to #69462 in the amount of \$231,409.14.
    - Payroll Checks #47854 to #47961 in the amount of \$174,510.88.
  - c. Interlocal Agreement - 2010 EMS Disposal Supply Reimbursement
  - d. Interlocal Agreement - City of Sedro-Woolley & Skagit County for Patrick Street
  - e. Possible Contract Award - Contract 2010-PW-06 - SR 9 Sanitary Sewer Extension Project - Plats Plus, Inc.
  - f. Possible Contract Award - Contract 2010-PS-09 - Construction Contract Administration and Inspection Services for the SR9 Sanitary Sewer Extension Project - Reichhardt & Ebe Engineering, Inc.
  - g. Rootabaga, Inc.
4. Public Comment (Limited to 3-5 minutes)

**UNFINISHED BUSINESS**

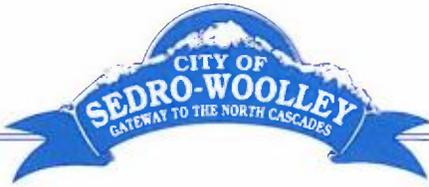
5. Skagit County Solid Waste Presentation - Kevin Renz (*no materials*)
6. Resolution - Authorizing the Construction of Fire Station 2 (*action requested*)

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

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

MAY 26 2010

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 1-3



DATE: May 26, 2010  
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 May 26, 2010 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 Brett Sandström
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.

MAY 26 2010

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
May 12, 2010 – 7:00 P.M. – City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Brett Sandström.  
Staff: Finance Director Nelson, City Supervisor/Attorney Berg, Planner Moore and Asst. Fire Chief Olson and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- o Minutes from Previous Meeting
- o Finance
  - o Claim Checks #69255 to #69351 in the amount of \$1,079,855.43
  - o Payroll Checks #47746 to #47853 in the amount of \$236,290.13.
- o Ordinance #1673-10 – 2010 Budget Amendment #1
- o Hazardous Tree Removal – Sapp Road
- o Resolution #827-10 – Adopting a Resource Conservation Plan
- o Final Acceptance – Fruitdale and McGargile Arterial Improvements Wetland Mitigation Project – Lawn Salon Landscaping Services LLC

Councilmember Galbraith moved to approve the consent calendar A through F.  
Councilmember Meamber seconded. Motion carried (7-0).

Public comment

No comment received.

**UNFINISHED BUSINESS**

Installment Agreements for Sewer Connection Fees

City Supervisor/Attorney Berg reviewed the changes to the second reading of the proposed Ordinance. He noted the only changes as directed by Council are a 10% down with the remaining 90% paid over not more than 72 months.

Discussion ensued regarding the rate of interest.

Councilmember Colgan moved to adopt Ordinance No. 1674-10 An Ordinance Allowing for Sewer Connection Fees to be Paid Over Time in Limited Circumstances Pursuant to RCW 35.67.360. Seconded by Councilmember Sandström. Motion carried (7-0).

### Renewal of Interim Stormwater Ordinance

City Supervisor/Attorney Berg reviewed the proposed extension of the Interim Stormwater Ordinance in order to maintain compliance.

Councilmember Storrs moved to adopt Ordinance No. 1675-10 An Ordinance Extending Amendments of SWMC Ch. 13.36 and SWMC Ch. 13.40, Providing for the Adoption of the 2005 Stormwater Management Manual for Western Washington (SWMMWW), Including the Thresholds and Minimum Requirements. Councilmember Lemley seconded. Motion carried (7-0).

### **NEW BUSINESS**

#### Proposed Increase in Allowable Building Height

Planner Moore introduced the first reading of the proposed ordinance to increase the allowable building heights. He noted this is in anticipation of the receipt and implementation of full service of the ladder truck by August 2010. He noted the Planning Commission is scheduled to hold an open record public hearing on May 18, 2010 with the Planning Commission's recommendation to be presented to the Council at the next Council meeting.

Discussion ensued regarding the number of units allowed in a 60 foot building, sprinkler requirements, plans for the Gateway building, concerns of impact to residential neighborhoods, buffering requirements, limiting to essential business district or urban village concept, parking needs and the concept and goal of an urban village.

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

Police Chief Wood – reported that Sgt. Dougher is out on bereavement leave.

Asst. Fire Chief Olson – reported Chief Klinger is in Portland with the Ladder Truck and will be arriving in town with the vehicle on Saturday evening. A demonstration of the truck will be held Sunday at 10 am. He also reported on the upcoming Firefighter's Challenge as part of Loggerodeo and noted the need for volunteers to help with the event.

Planner Moore – reminded Council of the upcoming "Tune Up the Town" to be held Saturday, May 15<sup>th</sup>. The event is sponsored by the Sedro-Woolley Chamber.

City Supervisor/Attorney Berg – noted he had heard from Fire Chief Klinger and reported on the status of the ladder truck. He also reported on an Energy Efficiency Award received. Berg suggested incorporating energy conservation within the 2011 budget, and downtown lighting was also discussed.

Finance Director Nelson – noted the annual impact fee report located in the Council packets.

Councilmember Meamber – questioned the status of the wheelchair landing at the boat landing at Riverfront Park.

It was noted Rotary is working on a project that it might be incorporated into. Berg noted budgeting is a concern with projects and limited staffing and may be necessary to delay to the 2011 budget.

Councilmember Storrs – requested the topic of open air vendors and mobile vendors be brought back up. He requested someone who cast a no vote to reintroduce the topic for discussion at a future worksession.

Discussion ensued to include looking at food vendors, the need to be pro-active, fairness to the downtown merchants and restaurants and possible worksession topic to discuss in detail.

Councilmember Colgan – reported on the multiple roundabouts in Whatcom County on the way to Lynden.

Councilmember Galbraith – questioned the work being done on the railroad.

City Supervisor/Attorney Berg reviewed the work in process and the City's request for interest in the surplus land.

Councilmember Lemley – noted the upcoming Blast from the Past and questioned any request for street closures from the Chamber.

Discussion took place of other upcoming events including a bike race.

Mayor Anderson – noted the Sewer Department has been notified of an award received from the Department of Ecology.

## **EXECUTIVE SESSION**

The meeting was adjourned at 7:50 P.M. to Executive Session to discuss litigation pertaining to the Metcalf Sewer project and potential litigation regarding jail inmate medical expenses. No action is anticipated for either item and the session is expected to last 15 minutes.

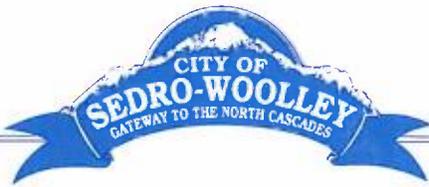
The meeting reconvened at 8:10 P.M.

Councilmember Colgan moved to adjourn. Seconded by Councilmember Meamber. Motion carried (7-0).

The meeting adjourned at 8:10 P.M.

MAY 26 2010

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



DATE: May 26, 2010  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending May 26, 2010.

Motion to approve Claim Checks #69352 to #69462 in the amount of \$231,409.14.

Motion to approve Payroll Checks #47854 to #47961 in the amount of \$174,510.88.

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  
 05/26/2010 (Printed 05/21/2010 10:05)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69352	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	1,121.00
		MISC-FILING FEES/LIEN EXP	SAN	1,056.00
		WARRANT TOTAL		2,177.00
69353	MUSGROVE, ADAM	TRAVEL	PD	162.00
		WARRANT TOTAL		162.00
69354	HARRIS, JASON	TRAVEL	PD	162.00
		WARRANT TOTAL		162.00
69355	ADS EQUIPMENT INC	MAINT OF PUMPING EQUIP	SWR	134.19
		WARRANT TOTAL		134.19
69356	ACTION COMMUNICATIONS INC	REPAIRS/MAINT-EQUIP	FD	32.46
		WARRANT TOTAL		32.46
69357	ALLEN, DEBRA	MEALS/TRAVEL	SWR	33.79
		WARRANT TOTAL		33.79
69358	ALPINE PRODUCTS INC	MAINTENANCE OF BUILDINGS	SWR	487.02
		WARRANT TOTAL		487.02
69359	ANDERSON, MIKE	MEALS/TRAVEL	EXE	12.10
		WARRANT TOTAL		12.10
69360	ARGUS (THE)	BOOKS, PERIOD, RECORDS	LIB	69.00
		WARRANT TOTAL		69.00
69361	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	16.07
		MISC-LAUNDRY	ST	19.19
		LAUNDRY	SWR	17.96
		WARRANT TOTAL		53.22
69362	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	8,412.28
		WARRANT TOTAL		8,412.28
69363	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	101.22
		AUTO FUEL	PD	1,137.51
		AUTO FUEL/DIESEL	FD	478.49
		AUTO FUEL/DIESEL	PK	160.76
		AUTO FUEL/DIESEL	CEM	72.66
		AUTO FUEL/DIESEL	ST	88.19
		AUTO FUEL/DIESEL	ST	123.60
		AUTO FUEL/DIESEL	SWR	91.62
		AUTO FUEL/DIESEL	SWR	168.09
		AUTO FUEL/DIESEL	SAN	1,550.80
		AUTO FUEL/DIESEL	SWTR	91.61
		WARRANT TOTAL		4,064.55
69364	BANK OF AMERICA	SPECIAL INVESTIGATIONS	PD	370.00
		MEALS/TRAVEL	SWR	381.24
		WARRANT TOTAL		751.24

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69365	BANK OF AMERICA	OFFICE SUPPLIES	LGL	101.71
		TRAVEL	LGL	351.74
		WARRANT TOTAL		453.45
69366	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP	PK	321.26
		OPERATING SUPPLIES	CEM	75.69
		REPAIR/MAINT-EQUIP & BLDG	CEM	60.05
		WARRANT TOTAL		457.00
69367	BANK OF AMERICA	REPAIR/MAINT-COMPUTER	LIB	62.00
		WARRANT TOTAL		62.00
69368	BANK OF AMERICA	PROFESSIONAL SERVICES	IT	95.00
		INTERNET SERVICES	IT	96.00
		TUITION/REGISTRATION	ENG	95.00
		MACHINERY & EQUIPMENT	PD	83.79
		WARRANT TOTAL		369.79
69369	BAY CITY SUPPLY	OPERATING SUP - SENIOR CTR	PK	55.57
		OPERATING SUP - CITY HALL	PK	240.68
		OPERATING SUP - CITY HALL	PK	81.73
		OPERATING SUPPLIES	SAN	117.53
		WARRANT TOTAL		495.51
69370	BERG, ERON	POSTAGE	LGL	115.00
		WARRANT TOTAL		115.00
69371	BIO-ENVIRONMENTAL SOLUTIONS	MAINTENANCE OF LINES	SWR	1,244.30
		WARRANT TOTAL		1,244.30
69372	BLUMENTHAL UNIFORM & EQUP	UNIFORMS/ACCESSORIES	PD	424.69
		UNIFORMS/ACCESSORIES	PD	184.37
		WARRANT TOTAL		609.06
69373	BOULDER PARK, INC	SOLIDS HANDLING	SWR	2,487.95
		WARRANT TOTAL		2,487.95
69374	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
69375	BROWN & COLE STORES	OFFICE/OPERATING SUPPLIES	PD	20.88
		WARRANT TOTAL		20.88
69376	CARLETTI ARCHITECTS P.S.	ARCHITECTURAL SERVICES	F-C	22,448.78
		WARRANT TOTAL		22,448.78
69377	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	46.96
		UTILITIES-COMMUNITY CTR	PK	94.35
		UTILITIES-SENIOR CENTER	PK	206.73
		UTILITIES-HAMMER SQUARE	PK	75.62
		UTILITIES - SHOP	PK	68.36
		UTILITIES - SHOP	PK	44.76

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES-CITY HALL	PK	1,451.45
		PUBLIC UTILITIES	ST	37.05
		PUBLIC UTILITIES	ST	29.29
		PUBLIC UTILITIES	LIB	117.48
		PUBLIC UTILITIES	SWR	50.53
		PUBLIC UTILITIES	SAN	170.37
		WARRANT TOTAL		2,392.95
69378	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	17.96
		WARRANT TOTAL		17.96
69379	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	22.38
		SUPPLIES/BOOKS	PLN	41.47
		SUPPLIES	ENG	41.47
		OFF/OPER SUPPS & BOOKS	INSP	41.48
		WARRANT TOTAL		146.80
69380	CPI PLUMBING & HEATING	MAINTENANCE CONTRACTS	SWR	162.30
		MAINTENANCE CONTRACTS	SWR	81.15
		MAINTENANCE CONTRACTS	SWR	81.15
		MAINTENANCE CONTRACTS	SWR	81.15
		WARRANT TOTAL		405.75
69381	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	43.01
		REPAIR & MAINT - AUTO	PD	43.01
		REPAIR & MAINT - AUTO	PD	480.41
		WARRANT TOTAL		566.43
69382	CRYSTAL SPRINGS	SUPPLIES/BOOKS	PLN	4.65
		SUPPLIES	ENG	4.64
		OPERATING SUPPLIES	FD	65.88
		OFF/OPER SUPPS & BOOKS	INSP	4.65
		OPERATING SUP - PARKS SHOP	PK	65.88
		OPERATING SUPPLIES	CEM	24.53
		OPERATING SUPPLIES	ST	56.29
		OPERATING SUPPLIES	SWR	83.80
		OPERATING SUPPLIES	SAN	65.88
		WARRANT TOTAL		376.20
69383	DAILY JOURNAL OF COMMERCE	ARCHITECTURAL SERVICES	F-C	860.40
		WARRANT TOTAL		860.40
69384	DALE'S MOBILE UPHOLSTERY & REPAIR	REPAIR & MAINT - AUTO	PD	297.55
		WARRANT TOTAL		297.55
69385	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	21.94
		SUPPLIES	FIN	21.95
		OFFICE/OPERATING SUPPLIES	PD	43.88
		WARRANT TOTAL		87.77
69386	DEBT RECOVERY SPECIALISTS	UNAPPLIED CASH - SUSPENSE		217.65
		WARRANT TOTAL		217.65

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 05/26/2010 (Printed 05/21/2010 10:05)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69387	D.K. SYSTEMS INC.	REPAIR/MAINT-CITY HALL	PK	1,374.14
		WARRANT TOTAL		1,374.14
69388	E & E LUMBER	SMALL TOOLS & MINOR EQUIP	PK	31.37
		REPAIRS/MT-RIVERFRONT	PK	56.78
		OPERATING SUPPLIES	ST	51.83
		OPERATING SUPPLIES	ST	125.43
		REPAIRS/MAINTENANCE	ST	28.12
		OPERATING SUPPLIES	SAN	77.88
		AUTO FUEL/DIESEL	SAN	140.63
		SMALL TOOLS & MINOR EQUIP	SAN	10.81
		WARRANT TOTAL		522.85
69389	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	42.00
		PROFESSIONAL SERVICES	SWR	682.00
		WARRANT TOTAL		724.00
69390	ENTERPRISE OFFICE SYSTEMS	OFFICE/OPERATING SUPPLIES	PD	14.69
		WARRANT TOTAL		14.69
69391	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	116.95
		OPERATING SUPPLIES	FD	99.95
		OPERATING SUPPLIES	FD	1,470.70
		OPERATING SUPPLIES	FD	191.00
		OPERATING SUPPLIES	FD	116.95
		WARRANT TOTAL		1,761.65
69392	FEDERAL EXPRESS CORP.	IMPROVEMENT-TOWNSHIP LINE	SWR	31.78
		WARRANT TOTAL		31.78
69393	AFFORDABLE TREE SERVICE BY	REPAIR/MAINT-STREETS	ST	578.00
		WARRANT TOTAL		578.00
69394	GUARDIAN SECURITY	REPAIR/MAINT-CITY HALL	PK	1,000.00
		WARRANT TOTAL		1,000.00
69395	GUYLINE CONSTRUCTION, INC	OPERATING SUPPLIES	SWR	38.95
		WARRANT TOTAL		38.95
69396	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	60.17
		WARRANT TOTAL		60.17
69397	HACH COMPANY	OPERATING SUPPLIES	SWR	351.37
		WARRANT TOTAL		351.37
69398	HEDEEN & CADITZ, PLLC	CONSTRUCTION- METCALF LINE	PWT	9,860.89
		WARRANT TOTAL		9,860.89
69399	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	122.69
		WARRANT TOTAL		122.69
69400	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	64.50

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UTILITIES-PORTABLE TOILETS	PK	64.50
		WARRANT TOTAL		129.00
69401	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	16.84
		BOOKS, PERIOD, RECORDS	LIB	310.05
		BOOKS, PERIOD, RECORDS	LIB	4.70
		WARRANT TOTAL		331.59
69402	KROESEN'S INC.	UNIFORMS	FD	3.25
		WARRANT TOTAL		3.25
69403	L N CURTIS & SONS	FIRE TRUCK	FD	1,000.00
		WARRANT TOTAL		1,000.00
69404	LAB SAFETY SUPPLY	OPERATING SUPPLIES	FD	198.35
		WARRANT TOTAL		198.35
69405	LABCORP	PROFESSIONAL SERVICES	ENG	56.75
		MISC-DUES/SUBSCRIPTIONS	PK	56.75
		MISCELLANEOUS	CEM	56.75
		WARRANT TOTAL		170.25
69406	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	406.00
		WARRANT TOTAL		406.00
69407	LEGACY TELECOMMUNICATIONS INC	REPAIRS/MAINT-EQUIP	FD	89.76
		MAINTENANCE CONTRACTS	SWR	897.65
		REPAIRS/MAINTENANCE	SWTR	89.76
		WARRANT TOTAL		1,077.17
69408	LOGGERS AND CONTRACTORS	SMALL TOOLS/MINOR EQUIP	ST	176.36
		WARRANT TOTAL		176.36
69409	LIFE TEK, INC	TUITION/REGISTRATION	FD	50.00
		WARRANT TOTAL		50.00
69410	MAGNETROL ENVIRONMENTAL	MAINT OF GENERAL EQUIP	SWR	2,648.23
		WARRANT TOTAL		2,648.23
69411	MAMMOTH STONWORKS INC	CAP OUTLAY-GRANT FOR HHS	PKR	157.57
		WARRANT TOTAL		157.57
69412	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
69413	MOUNT VERNON, CITY OF	SUPPLIES	LIB	12.50
		WARRANT TOTAL		12.50
69414	NELSON, PATSY	MEALS/TRAVEL	FIN	68.50
		WARRANT TOTAL		68.50
69415	NEWMAN SIGNS INC	OPERATING SUPPLIES	ST	1,023.75

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	1,023.75
69416	NORTH CASCADE FORD	REPAIR & MAINT - AUTO PD	239.94
		WARRANT TOTAL	239.94
69417	NW WA SUBSECTION-PNWS-AWWA	MISC-TUITION/REGISTRATION SWR	85.00
		MISC-TUITION/REGISTRATION SWR	85.00
		WARRANT TOTAL	170.00
69418	OASYS	NETWORK HARDWARE IT	70.33
		REPAIR/MAINTENANCE-EQUIP LIB	64.50
		WARRANT TOTAL	134.83
69419	OGDEN, MURPHY, WALLACE PLLC	PROFESSIONAL SERVICES LGL	405.00
		WARRANT TOTAL	405.00
69420	OFFICE DEPOT	SUPPLIES FIN	30.99
		SUPPLIES FIN	123.95
		SMALL TOOLS/MINOR EQUIP IT	50.88
		NETWORK HARDWARE IT	292.12
		OFFICE/OPERATING SUPPLIES PD	30.29
		OFFICE/OPERATING SUPPLIES PD	1.59
		OFFICE SUPPLIES SAN	320.55
		WARRANT TOTAL	850.37
69421	OUTWEST UNLIMITED	REPAIRS/MT-RV PARK PK	210.00
		WARRANT TOTAL	210.00
69422	PAT RHMER TIRE CTR, INC	REPAIR/MT-SMALL TOOLS EQUIP PK	27.21
		REPAIR/MT-SMALL TOOLS EQUIP PK	32.62
		SOLID WASTE DISPOSAL SAN	24.89
		WARRANT TOTAL	84.72
69423	PETROCARD	AUTO FUEL/DIESEL PK	154.95
		AUTO FUEL/DIESEL CEM	120.02
		AUTO FUEL/DIESEL ST	129.88
		AUTO FUEL/DIESEL SWR	64.80
		AUTO FUEL/DIESEL SAN	41.13
		WARRANT TOTAL	510.78
69424	PETTY CASH-DEBRA PETERSON	SUPPLIES LIB	62.33
		SUMMER READ PROGRAM LIB	10.82
		WARRANT TOTAL	73.15
69425	PITNEY BOWES	OPERATING RENTALS/LEASES FIN	47.34
		POSTAGE PLN	47.33
		POSTAGE ENG	47.33
		POSTAGE PD	47.34
		POSTAGE FD	47.33
		POSTAGE INSP	47.33
		WARRANT TOTAL	284.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69426	PUBLIC UTILITY DIS. NO.1	UTILITIES-COMMUNITY CTR	PK	164.66
		UTILITIES-SENIOR CENTER	PK	194.22
		PUBLIC UTILITIES-MUSEUM	PK	37.82
		WARRANT TOTAL		396.70
69427	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	69.58
		PUBLIC UTILITIES	ST	8,587.70
		WARRANT TOTAL		8,657.28
69428	PURCHASE POWER	POSTAGE	JUD	299.18
		POSTAGE	FIN	252.65
		POSTAGE	LGL	4.66
		POSTAGE	PLN	36.42
		POSTAGE	ENG	38.16
		POSTAGE	PD	106.68
		POSTAGE	FD	.93
		POSTAGE	INSP	45.72
		POSTAGE	CEM	8.86
		POSTAGE	SWR	276.72
		POSTAGE	SAN	127.72
		OPERATING SUPPLIES	SWTR	21.29
		WARRANT TOTAL		1,218.99
69429	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	256.85
		PROFESSIONAL SERVICES	ENG	2,426.92
		ENG-SR20 WIDE METCALF-TOWN ART	ART	7,024.01
		PROF SVS-ENGINEERING	SWR	10,805.67
		WARRANT TOTAL		20,513.45
69430	ROHLINGER ENTERPRISES, INC.	MAINTENANCE CONTRACTS	SWR	72.75
		MAINTENANCE CONTRACTS	SWR	21.92
		WARRANT TOTAL		94.67
69431	ROTONICS MFG. INC.	CONTAINERS	SAN	2,440.20
		WARRANT TOTAL		2,440.20
69432	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	522.57
		WARRANT TOTAL		522.57
69433	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	CEM	16.38
		OPERATING SUPPLIES	CEM	3.38
		OPERATING SUPPLIES	SWR	60.59
		WARRANT TOTAL		80.35
69434	SFE GLOBAL	PROF SVS-ENGINEERING	SWR	3,380.00
		WARRANT TOTAL		3,380.00
69435	SJOSTROM LAW OFFICE	PROFESSIONAL SERVICES	LGL	129.00
		MISC-FILING FEES/LIEN EXP	SWR	1,173.71
		MISC-FILING FEES/LIEN EXP	SAN	49.29
		OPERATING SUPPLIES	SWTR	62.70
		WARRANT TOTAL		1,414.70

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 05/26/2010 (Printed 05/21/2010 10:05)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
69436	SKAGIT PUD NO. 1	REPAIRS/MAINT-HYDRANTS	FD	2,404.04
		REPAIR/MT-SMALL TOOLS EQUIP	PK	279.93
		CONST-FRUITDALE MCGARIGLE	AST	10,227.08
		WARRANT TOTAL		12,911.05
69437	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	41,527.42
		WARRANT TOTAL		41,527.42
69438	SKAGIT COUNTY SHERIFF	PRISONERS	PD	7,068.22
		PRISONERS	PD	1,049.99
		WARRANT TOTAL		8,118.21
69439	SKAGIT FARMERS SUPPLY	MAINTENANCE OF LINES	SWR	17.29
		MAINTENANCE OF LINES	SWR	25.94
		WARRANT TOTAL		43.23
69440	SKAGIT COUNTY COMMUNITY SVC.	SKAGIT COUNCIL ON ALCOHOL	ALC	3,655.28
		WARRANT TOTAL		3,655.28
69441	SK. VALLEY BARK & TOPSOIL, INC.	REPAIR/MT-HARRY OSBORNE	PK	51.94
		REPAIR/MT-HARRY OSBORNE	PK	53.66
		WARRANT TOTAL		105.60
69442	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	33.75
		LEGAL PUBLICATIONS	LGS	33.75
		LEGAL PUBLICATIONS	LGS	37.50
		ADVERTISING/LEGAL PUBLIC	PLN	71.25
		PRINTING/PUBLICATIONS	PD	129.30
		ARCHITECTURAL SERVICES	F-C	555.00
		WARRANT TOTAL		860.55
69443	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	10.00
		MISC-LAUNDRY	FD	54.11
		WARRANT TOTAL		64.11
69444	STAPLES BUSINESS ADVANTAGE	SUPPLIES	FIN	68.34
		OFFICE/OPERATING SUPPLIES	PD	56.62
		OFFICE SUPPLIES	SWR	171.25
		OFFICE SUPPLIES	SWR	28.40
		WARRANT TOTAL		324.61
69445	STATE AUDITOR'S OFFICE	STATE AUDITING	FIN	6,033.46
		WARRANT TOTAL		6,033.46
69446	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
69447	SUMMIT LAW GROUP	NEGOTIATIONS	EXE	504.00
		PROFESSIONAL SERVICES	LGL	98.00
		WARRANT TOTAL		602.00
69448	TRUE VALUE	REPAIRS/MT-COMMUNITY CTR	PK	18.78

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIRS/MT-COMMUNITY CTR PK	4.73
		REPAIRS/MT-COMMUNITY CTR PK	.85
		REPAIR/MT-HAMMER SQUARE PK	23.78
		OPERATING SUPPLIES CEM	9.40
		MAINT OF GENERAL EQUIP SWR	47.56
		MAINT OF GENERAL EQUIP SWR	18.38
		MAINT OF GENERAL EQUIP SWR	93.55
		MAINT OF GENERAL EQUIP SWR	4.96
		MAINT OF GENERAL EQUIP SWR	9.91
		OPERATING SUPPLIES SWR	2.35
		OPERATING SUPPLIES SWR	22.71
		OPERATING SUPPLIES SWR	7.47
		OPERATING SUPPLIES SAN	16.23
		OPERATING SUPPLIES SAN	16.29
		SMALL TOOLS & MINOR EQUIP SAN	315.89
		WARRANT TOTAL	612.84
69449	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES SWR	58.00
		WARRANT TOTAL	58.00
69450	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP SAN	84.79
		SMALL TOOLS & MINOR EQUIP SAN	19.32
		WARRANT TOTAL	104.11
69451	VERIZON NORTHWEST	TELEPHONE JUD	68.94
		TELEPHONE EXE	103.41
		TELEPHONE FIN	103.41
		TELEPHONE LGL	45.96
		TELEPHONE IT	34.47
		TELEPHONE PLN	34.47
		TELEPHONE ENG	80.43
		TELEPHONE PD	345.00
		TELEPHONE PD	48.05
		TELEPHONE FD	126.50
		TELEPHONE INSP	34.47
		TELEPHONE PK	22.98
		PUBLIC UTILITIES-CITY HALL PK	96.09
		TELEPHONE ST	11.50
		TELEPHONE LIB	57.45
		TELEPHONE SWR	91.92
		TELEPHONE SAN	45.96
		TELEPHONE SAN	53.10
		WARRANT TOTAL	1,404.11
69452	VOLLANS AUTOMOTIVE	REPAIRS/MAINT-EQUIP FD	270.39
		WARRANT TOTAL	270.39
69453	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	54.00
		WARRANT TOTAL	54.00
69454	WA STATE DEPT OF REVENUE	NETWORK HARDWARE IT	496.10
		AMMUNITION PD	8.34

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MACHINERY & EQUIPMENT	PD	4.98
		FLAGS	FD	16.50
		TAXES AND ASSESSMENTS	PK	46.79
		TAXES AND ASSESSMENTS	CEM	123.87
		TAXES AND ASSESSMENTS	LIB	9.82
		BOOKS, PERIOD, RECORDS	LIB	8.14
		TAXES AND ASSESSMENTS	SWR	4,783.13
		OPERATING SUPPLIES	SAN	123.18
		REPAIR/MAINTENANCE	SAN	49.61
		TAXES & ASSESSMENTS	SAN	5,163.39
		WARRANT TOTAL		10,833.85
69455	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	115.50
		PROFESSIONAL SERVICES	PK	10.00
		INDUSTRIAL INSURANCE	CEM	10.00
		WARRANT TOTAL		135.50
69456	WAPATO POLICE DEPARTMENT	PRISONERS	PD	5,150.00
		WARRANT TOTAL		5,150.00
69457	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	9,528.59
		WARRANT TOTAL		9,528.59
69458	WATERCLEAR CO. INC. (THE)	SOLIDS HANDLING	SWR	2,062.94
		WARRANT TOTAL		2,062.94
69459	WEST PAYMENT CTR	WESTLAW SERVICES	LGL	322.57
		WARRANT TOTAL		322.57
69460	WOOD'S LOGGING SUPPLY INC	MACHINERY & EQUIPMENT	PD	35.71
		POSTAGE	FD	31.78
		POSTAGE	FD	12.28
		FIRE TRUCK	FD	638.29
		MAINTENANCE OF LINES	SWR	189.70
		OPERATING SUPPLIES	SWR	53.99
		OPERATING SUPPLIES	SWR	12.28
		REPAIRS/MAINT-EQUIP	SAN	38.14
		OPERATING SUPPLIES	SAN	2.32
		WARRANT TOTAL		1,014.49
69461	WRIGHT IMAGING	POSTAGE	SWR	905.00
		POSTAGE	SAN	431.61
		OPERATING SUPPLIES	SWTR	55.69
		WARRANT TOTAL		1,392.30
69462	JANICKI, LISA	SPACE/FACILITY RENT-RIVERFRONT		175.00
		WARRANT TOTAL		175.00
		RUN TOTAL		231,409.14

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	59,834.13
101	PARK FUND	7,121.20
102	CEMETERY FUND	597.66
103	STREET FUND	11,135.76
104	ARTERIAL STREET FUND	17,251.09
105	LIBRARY FUND	805.63
107	CUM RESERVE FOR CITY PARK FUND	157.57
330	1996 FIRE STATION CONST FUND	23,864.18
332	PWTF SEWER CONSTRUCTION FUND	9,860.89
401	SEWER FUND	36,614.85
412	SOLID WASTE FUND	63,627.48
425	STORMWATER	321.05
621	SUSPENSE FUND	217.65
TOTAL		231,409.14

DEPARTMENT	AMOUNT
001 000 011	105.00
001 000 012	6,081.56
001 000 013	619.51
001 000 014	6,772.97
001 000 015	4,073.64
001 000 017	1,134.90
001 000 018	101.22
001 000 019	235.59
001 000 020	3,047.55
001 000 021	26,551.27
001 000 022	7,281.99
001 000 024	173.65
001 000 062	3,655.28
FUND CURRENT EXPENSE FUND	59,834.13
101 000 000	175.00
101 000 076	6,946.20
FUND PARK FUND	7,121.20
102 000 036	597.66
FUND CEMETERY FUND	597.66
103 000 042	11,135.76
FUND STREET FUND	11,135.76
104 000 042	17,251.09
FUND ARTERIAL STREET FUND	17,251.09
105 000 072	805.63
FUND LIBRARY FUND	805.63
107 000 076	157.57
FUND CUM RESERVE FOR CITY PARK FUND	157.57
330 000 082	23,864.18
FUND 1996 FIRE STATION CONST FUND	23,864.18
332 000 082	9,860.89
FUND P WTF SEWER CONSTRUCTION FUND	9,860.89
401 000 035	36,614.85
FUND SEWER FUND	36,614.85
412 000 037	63,627.48
FUND SOLID WASTE FUND	63,627.48
425 000 039	321.05
FUND STORMWATER	321.05
621 000 000	217.65
FUND SUSPENSE FUND	217.65

VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	TOTAL		231,409.14			



## City of Sedro-Woolley Fire Department

Dean Klinger, Chief  
325 Metcalf Street  
Sedro-Woolley, WA 98284

(360) 855-2252 • Fax (360) 855-0196

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### CITY COUNCIL AGENDA REGULAR MEETING

**MAY 26 2010**

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

DATE: May 17, 2010  
TO: Mayor Anderson and City Council  
FROM: Dean Klinger, Chief  
SUBJECT: 2010 EMS Disposable Supply Inter-Local

#### **Situation:**

Every year the Skagit County EMS Council reimburses the Fire Departments throughout the County for disposable supplies that we use on medical calls. This year they are once again asking us to enter into an inter-local agreement for the reimbursement. This year's reimbursement is in the amount of \$9,855.63.

#### **Recommended Action:**

Staff recommends that the City Council authorize the signing of the Interlocal agreement for Disposable Supply Reimbursement ", with Skagit County EMS Commission.

INTERLOCAL AGREEMENT BETWEEN

**SKAGIT COUNTY EMS COMMISSION  
AND  
CITY OF SEDRO-WOOLLEY**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, the Commission agrees to provide reimbursement funds to City of Sedro-Woolley for the purchase of emergency medical services disposable supplies approved by the MPD;

WHEREAS, City of Sedro-Woolley agrees to utilize the disposable supplies in the BLS First-response treatment of patients, and;

WHEREAS, the Commission agrees to reimburse City of Sedro-Woolley in the amount of \$9,855.63 for the year 2010

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, that an Interlocal Agreement between Skagit County EMS Commission and City of Sedro-Woolley be established.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Mike Anderson  
Mayor of Sedro-Woolley

\_\_\_\_\_  
Earl Klinefelter, Manager  
Skagit County EMS Commission



## MEMORANDUM

**DATE:** May 11, 2010  
**TO:** Skagit County Fire Departments/Districts  
**FROM:** Earl Klinefelter, Skagit County EMS Commission Manager  
**SUBJECT:** 2010 EMS BLS Disposable Supply Reimbursement

As a licensed, verified BLS first response agency, you will be reimbursed for EMS Disposable Equipment in 2010.

The Commission is requesting that each agency sign and return the inter-local agreement so that we may reimburse you the allocated amount for the purchase of BLS disposable supplies.

If you have any questions please call me at 360-428-3230.

Thank you,

Earl Klinefelter  
Skagit County EMS Commission Manager

MAY 26 2010

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 34

**INTERLOCAL COOPERATIVE AGREEMENT**

**BETWEEN**

**CITY OF SEDRO-WOOLLEY AND SKAGIT COUNTY**

**THIS INTERLOCAL AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 between City of Sedro-Woolley, Washington (the "City") and Skagit County, Washington (the "Contractor" or "County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**WHEREAS**, the County is in the process of building a regional food distribution center on property it owns in the City of Sedro-Woolley; and

**WHEREAS**, as part of that project, the County is required to improve the City right of way that serves the County's property to the City's standards; and

**WHEREAS**, the County requested financial support from various community partners, including the City, for the construction of this road; and

**WHEREAS**, the City Council approved the Michael Street project (the "Project") for the Contractor described herein for funding totaling \$15,000; and

**WHEREAS**, pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW), the City and the Contractor are authorized to exercise their powers jointly and thereby maximize their abilities to provide services and facilities which will best fulfill common needs.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the City and the Contractor agree as follows:

**AGREEMENT**

1. Effective Date/Duration:

This Agreement shall become effective on full execution hereof, and shall expire upon completion of the Project. Work on the project shall commence within (ninety) 90 calendar days of the effective date of this Agreement. The Contractor shall obligate the funds pursuant to Section 5 of this agreement toward completion of this project within 24 months from the effective date of this Agreement. For the purposes of this paragraph, the term "obligate" shall mean when the contractor has entered into a contract for the completion of the work or submitted progress payments to the City for reimbursement of project costs as required in Section 5 of this agreement. Contracts/Projects may be completed in phases. Upon termination of this Agreement, all property acquired by the Contractor shall remain the Contractor's property, with no obligation to pay the City therefore.

2. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

2.1 The County's representative shall be the Budget & Finance Director:

Trisha Logue  
Skagit County  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273

2.2 The City's representative shall be the City Supervisor/City Attorney:

Eron Berg  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

3. Purpose:  
The purpose of this Agreement is to formalize a commitment whereby the City will allocate to the Contractor the sum specified herein, in consideration of which the Contractor will complete the Project (as defined below) upon the terms and conditions described herein.
4. Construction:  
The Contractor agrees to design, construct and complete the project described herein. The City shall have no responsibility for the design or construction of said project and the Contractor shall have the sole authority to determine its design, construction, location, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law, *provided*, that nothing herein shall limit the City's exercise of its lawful regulatory or permitting authority over the Project.

5. Grant Amount/Project Reimbursement/Budget:

The City agrees to grant \$15,000 towards the total project cost estimated at \$140,000 representing approximately 11% of the total project cost.

Progress payments shall be submitted by the Contractor to the City for reimbursement of project costs, and shall be based upon progress billings. The City shall, upon receipt of appropriate documentation, reimburse the Contractor within 60 days, but no more often than monthly, through the City's ordinary payables system.

Actual design and construction costs will be based upon contracts let for public bid pursuant to law. The Contractor will account for all expenditures made for the project. The Contractor hereby warrants and guarantees that said Project shall be completed as described herein notwithstanding any cost overruns incurred in the course of design or construction.

This grant is contingent on Contractor successfully completing the project as described in the County's request (construction of Michael Street as access to Skagit County property identified as Skagit County Parcel 37436) within 24 months of being awarded funds under this Agreement. In the event Contractor fails for any reason to complete the project per its grant application within the 24 month completion period, Contractor agrees to repay the entire grant amount awarded under this Agreement.

The funds granted under this agreement are to be used only for construction within the City's right of way. In no event shall funds granted under this agreement be diverted to other projects or purposes other than what is specifically described herein.

6. Right to Review:

This contract is subject to review by the State Auditor's office. The City or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by City agents or employees, inspection of all records or other materials, which the City deems pertinent to the Agreement and its performance. The Contractor shall preserve and maintain all financial records for this project in a separate financial record from general operating or other project funds and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

7. Acknowledgement of Funding:

All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from the City of Sedro-Woolley," or similar language acknowledging Sedro-Woolley's funding contribution. Further, Recipient shall notify the City no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the City's

contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

8. Modifications:

This Agreement may be modified only by the written consent of each party.

9. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the City, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

10. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

11. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for Skagit County. This Agreement shall be governed by the laws of the State of Washington.

12. No Separate Legal Entity:

No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. No joint oversight and administration board is created hereby. For purposes of RCW 39.34.030(4)(a), the Contractor's representative to administer the Project shall be \_\_\_\_\_.

13. Severability: If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

14. Waiver:  
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
  
15. Entire Agreement:  
This written agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**CONTRACTOR:**

APPROVED:

BOARD OF CITY COMMISSIONERS  
SKAGIT CITY, WASHINGTON

\_\_\_\_\_  
SHARON D. DILLON, Chairman

\_\_\_\_\_  
KENNETH A. DAHLSTEDT, Commissioner

\_\_\_\_\_  
RON WESEN, Commissioner

For contracts under \$5000:

\_\_\_\_\_  
City Administrator  
(Authorization per Resolution #R20030146)

Recommended:

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Budget & Finance Director

Approved as to Indemnification:

By: \_\_\_\_\_  
Risk Manager

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

Attest:

\_\_\_\_\_  
Clerk of the Board

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2010.

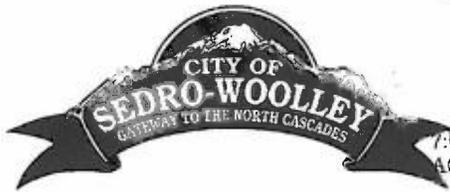
\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Finance Director

Approved as to form:

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



CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 26 2010

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) 855-1661  
Fax (360) 855-0707

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

---

MEMO TO: City Council and Mayor Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Possible Contract Award**  
**Contract 2010-PW-06 SR9 Sanitary Sewer Extension Project**  
**Plats Plus, Inc.**  
DATE: May 20, 2010 (for Council action May 26, 2010)

**ISSUE:**

Shall council move to authorize Mayor Anderson to execute contract 2010-PW-06 with Plats Plus, Inc. of Marysville, WA for the Base Bid plus Alternate B plus Additive Bid 1 in the amount of \$148,766.34?

**BACKGROUND/ DISCUSSION:**

Bids closed for the SR9 Sanitary Sewer Extension Project on May 14, 2010, with nine bids received. The low bidder was Plats Plus, Inc. of Marysville, WA with a bid on the Base Bid, plus Alternate B, plus Additive Bid Item 1 totaling \$148,766.34. This bid was 33.2% under the Engineer's Estimate. The lowest three bids were within 6% of each other. Attached is a copy of the Bid Tabulation prepared by the project engineer, Reichhardt & Ebe Engineering, Inc., along with their award recommendation.

The bid is well under the budget proposed for the project including the Additive Bid 1 portion which extends the sewer main north from the Fire Station Site to the North City Limits. Council previously authorized construction of this segment under a Special Benefit District ordinance.

**FINANCIAL:**

Funds for this project are available from the Account 401 Cumulative Sewer Reserve. The construction contract plus contingency and construction engineering was budgeted at \$245,116 for purposes of determining the Special Benefit District. Including the budget for Construction Engineering (see separate memorandum) the final estimate is \$194,552. The favorable bid will allow us to lower the proposed Benefit District connection fee by approximately \$267 to \$432 per ERU. As noted in the Ordinance authorizing the Special Benefit District, the actual connection fee will be determined once costs are finalized.

**MOTION:**

***Move to authorize Mayor Anderson to execute contract 2010-PW-06 with Plats Plus, Inc. of Marysville, WA for the Base Bid plus Alternate B plus Additive Bid 1 in the amount of \$148,766.34.***



REICHHARDT & EBE ENGINEERING, INC.  
CONSULTING ENGINEERS

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

May 20, 2010

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

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

Re: City of Sedro-Woolley  
SR 9 Sewer Extension Project  
**Recommendation to Award**

Mr. Freiberger,

Per your request, we have reviewed all construction bid proposals for the above referenced project and have determined that Plats Plus Inc. is the apparent low, responsible, responsive bidder for Base Bid plus Alternative and Base Bid plus Alternative plus Additive Bid 1. Plats Plus Inc. bid prices were as follows:

1. Base Bid + Alternate A = \$97,296.15
2. Base Bid + Alternate B = \$86,824.55
3. Base Bid + Alternate C = \$88,049.91
  
4. Base Bid + Alternate A + Additive Bid 1 = \$159,237.94
5. Base Bid + Alternate B + Additive Bid 1 = \$148,766.34
6. Base Bid + Alternate C + Additive Bid 1 = \$149,991.71

As you are aware, the Base Bid constructed 493 linear feet of 8-inch diameter sewer main. Alternate Bids were used to provide the contractor with optional methods for crossing under SR 9, providing sewer service to the future City of Sedro-Woolley Fire Station 2. Alternate A called for a steel casing to be bored and jacked under SR 9. Alternate B called for use of horizontal directional drilling methods to cross under SR 9. Alternate C called for the SR 9 crossing to be open cut. Additive Bid 1 increased the quantity of 8-inch diameter sewer main by 537 linear feet in order to extend services to the northern City Limits.

We recommend that you award the contract to Plats Plus Inc. for the Base Bid plus Alternative B plus Additive Bid 1, if the required funds are available.

Please contact me if you have any questions or require additional information.

Respectfully,

A handwritten signature in blue ink, appearing to read "James L. Hobbs, Jr.", written in a cursive style.

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

Cc: file

Reichardt & the Engineering, Inc.  
813 Market Street  
Salem, WA 98284  
Phone: (360) 855-1713

City of Salem  
595 SANITARY SEWER EXTENSION PROJECT

Project #13

Address  
Name  
Phone  
Fax

CERTIFIED TABULATION OF BIDS RECEIVED

Date: May 14, 2010

By: Cody Hart, P.E.

060-057-4720	PLATE PIPE INC. 720 Cedar Ave. Suite 110 Marysville, WA 98270	060-056-3470	INTEGRO CONSTRUCTION INC. P.O. Box 552777 S95 Crown Lakes, WA 98235	060-056-3470	INTEGRO CONSTRUCTION INC. P.O. Box 552777 S95 Crown Lakes, WA 98235
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Item No.	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
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1	1	LS	\$10,000.00	\$10,000.00	1	1	LS	\$10,000.00
2	1	LS	\$1,500.00	\$1,500.00	1	1	LS	\$1,500.00
3	475	HR	\$45.00	\$21,375.00	475	HR	\$45.00	\$21,375.00
4	50	HR	\$34.00	\$1,700.00	50	HR	\$34.00	\$1,700.00
5	1	LS	\$2,000.00	\$2,000.00	1	LS	\$2,000.00	\$2,000.00
6	1	LS	\$2,000.00	\$2,000.00	1	LS	\$2,000.00	\$2,000.00
7	1	LS	\$2,000.00	\$2,000.00	1	LS	\$2,000.00	\$2,000.00
8	130	LFM	\$33.00	\$4,290.00	130	LFM	\$33.00	\$4,290.00
9	36	LFM	\$108.00	\$3,888.00	36	LFM	\$108.00	\$3,888.00
10	660	CV	\$7,800.00	\$5,148,000.00	660	CV	\$7,800.00	\$5,148,000.00
11	5500	GF	\$0.70	\$3,850.00	5500	GF	\$0.70	\$3,850.00
12	150	TON	\$1,800.00	\$2,700.00	150	TON	\$1,800.00	\$2,700.00
13	30	TON	\$84.00	\$2,520.00	30	TON	\$84.00	\$2,520.00
14	5	TON	\$1,900.00	\$9,500.00	5	TON	\$1,900.00	\$9,500.00
15	2	EA	\$25,000.00	\$50,000.00	2	EA	\$25,000.00	\$50,000.00
16	493	EA	\$45.00	\$22,185.00	493	EA	\$45.00	\$22,185.00
17	1	LS	\$700.00	\$700.00	1	LS	\$700.00	\$700.00
18	3	EA	\$600.00	\$1,800.00	3	EA	\$600.00	\$1,800.00
19	15	DAY	\$50.00	\$750.00	15	DAY	\$50.00	\$750.00
20	15	HR	\$100.00	\$1,500.00	15	HR	\$100.00	\$1,500.00
21	1	EA	\$100.00	\$100.00	1	EA	\$100.00	\$100.00
22	116	LF	\$4.00	\$464.00	116	LF	\$4.00	\$464.00
23	50	LF	\$12.00	\$600.00	50	LF	\$12.00	\$600.00
24	140	SV	\$44.00	\$6,160.00	140	SV	\$44.00	\$6,160.00
25	1	EST	\$2,500.00	\$2,500.00	1	EST	\$2,500.00	\$2,500.00
26	270	SV	\$78.00	\$21,060.00	270	SV	\$78.00	\$21,060.00
27	2	EA	\$100.00	\$200.00	2	EA	\$100.00	\$200.00
28	2	EA	\$250.00	\$500.00	2	EA	\$250.00	\$500.00
29	1	EST	\$4,000.00	\$4,000.00	1	EST	\$4,000.00	\$4,000.00

Item No.	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LS	\$10,000.00	\$10,000.00	1	1	LS	\$10,000.00
2	1	LS	\$1,500.00	\$1,500.00	1	1	LS	\$1,500.00
3	54	EA	\$350.00	\$18,900.00	54	EA	\$350.00	\$18,900.00
4	1	EA	\$800.00	\$800.00	1	EA	\$800.00	\$800.00
5	1	EA	\$14,000.00	\$14,000.00	1	EA	\$14,000.00	\$14,000.00
6	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
7	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
8	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
9	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
10	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
11	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
12	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
13	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
14	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
15	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
16	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
17	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
18	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
19	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
20	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
21	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
22	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
23	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
24	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
25	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
26	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
27	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
28	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
29	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
30	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
31	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
32	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
33	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
34	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
35	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
36	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
37	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
38	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
39	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
40	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
41	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
42	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
43	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
44	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
45	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
46	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
47	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
48	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
49	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
50	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
51	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
52	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
53	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
54	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
55	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
56	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
57	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
58	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
59	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
60	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
61	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
62	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
63	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
64	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
65	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
66	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
67	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
68	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
69	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
70	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
71	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
72	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
73	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
74	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
75	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
76	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
77	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
78	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
79	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
80	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
81	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
82	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
83	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
84	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00
85	1	EA	\$17,280.00	\$17,280.00	1	EA	\$17,280.00	\$17,280.00

Richard & Ebe Engineering, Inc.  
 813 Market Street  
 Sallis Woodley, WA 98284  
 Phone: (206) 855-1713

Client: City of Sallis Woodley  
 989 SANITARY SEWER EXTENSION PROJECT  
 Name: ENGINEERS' ESTIMATE  
 Address: 720 Cedar Ave Suite #0  
 Mangrove, WA 98270  
 Phone: 360-857-4720

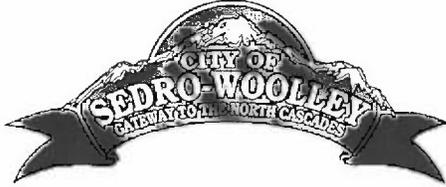
Permit: 380-088-0478  
 Issued: 380-088-0478  
 Name: KERNON Earth Works LLC  
 Address: 2520 Hwy 104 Western Rd.  
 Clew, WA 98240  
 Name: James Construction Inc.  
 Address: P.O. Box 5581777 SPS  
 Charlevoix, WA 98285  
 Name: 380-292-4044  
 Address: 380-292-4044

Item No.	Quantity	Unit	Unit Price	Amount						
30	1	LABOR	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
31	315	HR	\$14,173.00	\$4,453,805.00	\$10,710.00	\$3,372,450.00	\$10,710.00	\$3,372,450.00	\$10,710.00	\$3,372,450.00
32	1	HR	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
33	1	HR	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
34	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
35	1	LS	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
36	170	LF-M	\$3.00	\$510.00	\$3.00	\$510.00	\$3.00	\$510.00	\$3.00	\$510.00
37	24	LF-M	\$12.00	\$288.00	\$12.00	\$288.00	\$12.00	\$288.00	\$12.00	\$288.00
38	700	SE	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$8.00	\$5,600.00
39	6000	CY	\$0.25	\$1,500.00	\$0.25	\$1,500.00	\$0.25	\$1,500.00	\$0.25	\$1,500.00
40	200	TON	\$12.00	\$2,400.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00
41	20	TON	\$24.00	\$480.00	\$24.00	\$480.00	\$24.00	\$480.00	\$24.00	\$480.00
42	10	TON	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00
43	45	LF	\$30.00	\$1,350.00	\$30.00	\$1,350.00	\$30.00	\$1,350.00	\$30.00	\$1,350.00
44	2	EA	\$25,000.00	\$50,000.00	\$25,000.00	\$50,000.00	\$25,000.00	\$50,000.00	\$25,000.00	\$50,000.00
45	537	LF	\$45.00	\$24,165.00	\$45.00	\$24,165.00	\$45.00	\$24,165.00	\$45.00	\$24,165.00
46	1	LS	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
47	4	EA	\$320.00	\$1,280.00	\$320.00	\$1,280.00	\$320.00	\$1,280.00	\$320.00	\$1,280.00
48	10	DAY	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00
49	10	HR	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00
50	85	LF	\$4.00	\$340.00	\$4.00	\$340.00	\$4.00	\$340.00	\$4.00	\$340.00
51	30	LF	\$12.00	\$360.00	\$12.00	\$360.00	\$12.00	\$360.00	\$12.00	\$360.00
52	340	CY	\$5.00	\$1,700.00	\$5.00	\$1,700.00	\$5.00	\$1,700.00	\$5.00	\$1,700.00
53	1	EST.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
54	90	SA	\$720.00	\$64,800.00	\$720.00	\$64,800.00	\$720.00	\$64,800.00	\$720.00	\$64,800.00
55	2	SA	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00
56	3	EA	\$350.00	\$1,050.00	\$350.00	\$1,050.00	\$350.00	\$1,050.00	\$350.00	\$1,050.00
57	1	EST.	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00

Item No.	Quantity	Unit	Unit Price	Amount						
58	1	EST.	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
59	1	LS	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
60	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
61	1	LS	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
62	170	LF-M	\$3.00	\$510.00	\$3.00	\$510.00	\$3.00	\$510.00	\$3.00	\$510.00
63	24	LF-M	\$12.00	\$288.00	\$12.00	\$288.00	\$12.00	\$288.00	\$12.00	\$288.00
64	700	SE	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$8.00	\$5,600.00
65	6000	CY	\$0.25	\$1,500.00	\$0.25	\$1,500.00	\$0.25	\$1,500.00	\$0.25	\$1,500.00
66	200	TON	\$12.00	\$2,400.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00
67	20	TON	\$24.00	\$480.00	\$24.00	\$480.00	\$24.00	\$480.00	\$24.00	\$480.00
68	10	TON	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00
69	45	LF	\$30.00	\$1,350.00	\$30.00	\$1,350.00	\$30.00	\$1,350.00	\$30.00	\$1,350.00
70	2	EA	\$25,000.00	\$50,000.00	\$25,000.00	\$50,000.00	\$25,000.00	\$50,000.00	\$25,000.00	\$50,000.00
71	537	LF	\$45.00	\$24,165.00	\$45.00	\$24,165.00	\$45.00	\$24,165.00	\$45.00	\$24,165.00
72	1	LS	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
73	4	EA	\$320.00	\$1,280.00	\$320.00	\$1,280.00	\$320.00	\$1,280.00	\$320.00	\$1,280.00
74	10	DAY	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00
75	10	HR	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00
76	85	LF	\$4.00	\$340.00	\$4.00	\$340.00	\$4.00	\$340.00	\$4.00	\$340.00
77	30	LF	\$12.00	\$360.00	\$12.00	\$360.00	\$12.00	\$360.00	\$12.00	\$360.00
78	340	CY	\$5.00	\$1,700.00	\$5.00	\$1,700.00	\$5.00	\$1,700.00	\$5.00	\$1,700.00
79	1	EST.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
80	90	SA	\$720.00	\$64,800.00	\$720.00	\$64,800.00	\$720.00	\$64,800.00	\$720.00	\$64,800.00
81	2	SA	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00
82	3	EA	\$350.00	\$1,050.00	\$350.00	\$1,050.00	\$350.00	\$1,050.00	\$350.00	\$1,050.00
83	1	EST.	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00

Item No.	Quantity	Unit	Unit Price	Amount						
84	1	EST.	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
85	1	LS	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
86	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
87	1	LS	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
88	170	LF-M	\$3.00	\$510.00	\$3.00	\$510.00	\$3.00	\$510.00	\$3.00	\$510.00
89	24	LF-M	\$12.00	\$288.00	\$12.00	\$288.00	\$12.00	\$288.00	\$12.00	\$288.00
90	700	SE	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$8.00	\$5,600.00
91	6000	CY	\$0.25	\$1,500.00	\$0.25	\$1,500.00	\$0.25	\$1,500.00	\$0.25	\$1,500.00
92	200	TON	\$12.00	\$2,400.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00
93	20	TON	\$24.00	\$480.00	\$24.00	\$480.00	\$24.00	\$480.00	\$24.00	\$480.00
94	10	TON	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00
95	45	LF	\$30.00	\$1,350.00	\$30.00	\$1,350.00	\$30.00	\$1,350.00	\$30.00	\$1,350.00
96	2	EA	\$25,000.00	\$50,000.00	\$25,000.00	\$50,000.00	\$25,000.00	\$50,000.00	\$25,000.00	\$50,000.00
97	537	LF	\$45.00	\$24,165.00	\$45.00	\$24,165.00	\$45.00	\$24,165.00	\$45.00	\$24,165.00
98	1	LS	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
99	4	EA	\$320.00	\$1,280.00	\$320.00	\$1,280.00	\$320.00	\$1,280.00	\$320.00	\$1,280.00
100	10	DAY	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00
101	10	HR	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00
102	85	LF	\$4.00	\$340.00	\$4.00	\$340.00	\$4.00	\$340.00	\$4.00	\$340.00
103	30	LF	\$12.00	\$360.00	\$12.00	\$360.00	\$12.00	\$360.00	\$12.00	\$360.00
104	340	CY	\$5.00	\$1,700.00	\$5.00	\$1,700.00	\$5.00	\$1,700.00	\$5.00	\$1,700.00
105	1	EST.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

Item No.	Quantity	Unit	Unit Price	Amount						
106	1	EST.	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
107	1	LS	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
108	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
109	1	LS	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
110	170	LF-M	\$3.00	\$510.00	\$3.00	\$510.00	\$3.00	\$510.00	\$3.00	\$510.00
111	24	LF-M	\$12.00	\$288.00	\$12.00	\$288.00	\$12.00	\$288.00	\$12.00	\$288.00
112	700	SE	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$8.00	\$5,600.00	\$8.00	\$5,600.00
113	6000	CY	\$0.25	\$1,500.00	\$0.25	\$1,500.00	\$0.25	\$1,500.00	\$0.25	\$1,500.00
114	200	TON	\$12.00	\$2,400.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00
115	20	TON	\$24.00	\$480.00	\$24.00	\$480.00	\$24.00	\$480.00	\$24.00	\$480.00
116	10	TON	\$250.00	\$2,500.00	\$250.00					



CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 26 2010

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

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

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

---

MEMO TO: City Council and Mayor Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Possible Contract Award**  
**Contract 2010-PS-09 Construction Contract Administration and Inspection**  
**Services for the SR9 Sanitary Sewer Extension Project**  
**Reichhardt & Ebe Engineering, Inc.**  
DATE: May 20, 2010 (for Council action May 26, 2010)

**ISSUE:**

Shall council move to authorize Mayor Anderson to execute contract 2010-PS-09 with Reichhardt & Ebe Engineering, Inc. of Sedro-Woolley, WA for Construction Contract Administration and Inspections Services for the SR9 Sanitary Sewer Extension Project in the amount of \$30,909.23?

**BACKGROUND/ DISCUSSION:**

The attached proposed contract for construction contract administration and inspection services will provide support for the SR9 Sanitary Sewer Extension Project to be awarded separately. It is anticipated that work on this contract will start the second week of July, and take five weeks to complete. Reichhardt & Ebe provided design phase services for this project. The CM services include sub consultant work to provide construction staking and geotechnical testing work.

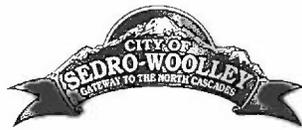
**FINANCIAL:**

Funds for this project are available from the Account 401 Cumulative Sewer Reserve. The construction management budget for this contract was estimated at \$33,425 or 15% of construction in the Special Benefit District calculation used in the ordinance. R&E's proposed budget is \$30,909 and appears reasonable for the proposed work. The updated figure was used in the comments on impacts to the Special Benefit District connection fee that are included in the separate memorandum proposing award of the construction contract to Plats Plus, Inc.

**MOTION:**

***Move to authorize Mayor Anderson to execute contract 2010-PS-09 with Reichhardt & Ebe Engineering, Inc. of Sedro-Woolley, WA for Construction Contract Administration and Inspection Services for the SR9 Sanitary Sewer Extension Project in the amount of \$30,909.23.***





**PROFESSIONAL SERVICES AGREEMENT No. 2010-PS-09**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **26** day of **May, 2010**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Reichhardt & Ebe Engineering, Inc.** whose address is **813 Metcalf, Sedro-Woolley, WA 98284**, 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, as Construction Contract Administration and Inspection services for the Township Street Sewer, Alderwood to Bassett Project **as defined in Exhibit A attached hereto** that are requested by the City of Sedro-Woolley.

**2. Relationship of Parties.**

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

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

**3. Time of Performance.**

The service of the Contractor is to commence

[ ] on or before \_\_\_\_\_

[ x ] 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 its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$30,909.23** without prior approval of the Director of Public Works/City Engineer.

**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 or a principal of your corporation retired under the Washington State Department of Retirement 2008 early retirement factor?  
Yes  No  N/A

21. **Debarment.** Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to Form:

\_\_\_\_\_  
City Attorney

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

By: \_\_\_\_\_

Reichhardt & Ebe Engineering, Inc.  
Consulting Engineers

813 Metcalf Street  
Sedro-Woolley, WA 98284

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

May 20, 2010

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

Attn: Mr. Mark Freiberger, P.E., Director of Public Works/City Engineer

Re: Construction Contract Administration and Inspection Services  
Letter of Agreement, SR 9 Sewer Extension

Dear Mr. Freiberger:

Thank you for the opportunity to provide the City of Sedro-Woolley this proposal for Construction Contract Administration and Inspection services for the SR 9 Sewer Extension Project.

Attached are the following documents for your review:

- Exhibit A, Scope of Work
- Exhibit B, Man Hour Estimate, \$30,909.23

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

Respectfully,

Reichhardt & Ebe Engineering, Inc.

City of Sedro-Woolley

  
James L. Hobbs, Jr. P.E.      5/20/10  
Principal                      Date

\_\_\_\_\_  
Mark Freiberger, P.E.      Date  
Director of Public Works/  
City Engineer

# EXHIBIT A

## EXHIBIT A

### SCOPE OF WORK REICHHARDT & EBE

#### CONSTRUCTION CONTRACT ADMINISTRATION AND INSPECTION SERVICES FOR THE SR-9 SEWER EXTENSION PROJECT

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

#### **SR-9 Sewer Extension Project**

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

#### **I. BACKGROUND**

The SR-9 Sewer Extension Project will utilize open-cut methods to install approximately 1050 linear feet of 8-in. diameter sanitary sewer main along the eastern margin of SR-9 from approximately 140 linear feet north of Alderwood Lane northerly to the City Limits. Associated manholes and 6-in. diameter side sewer services will be installed. Horizontal Directional Drilling will be utilized by the Contractor to provide a side sewer under SR-9 to Fire Station No. 2. The Contractor shall provide all materials, labor and disposal cost to complete the work as specified in the Contract Documents.

#### **II. PROJECT DESCRIPTION**

The work to be performed by the CONSULTANT consists of providing construction administration for the SR-9 Sanitary Sewer Extension Project. The work to be performed by the CONSULTANT consists of administration of pre-construction meeting, processing requests for information (RFI), submittal review, on-site observation, change order review and preparation, administer weekly progress meetings, utility coordination, client coordination, project team coordination, respond to public complaints and concerns, prepare construction progress payments, prepare project close-out documentation, coordinate and process materials testing, coordinate and provide construction staking, provide the representation necessary to administer and manage the construction contract for the PROJECT to ensure that the work is constructed in accordance with the contract plans and specifications. Construction documentation will be prepared in accordance with the Washington Department of Transportation Local Agency Guidelines (LAG) Manual.

### III. PROJECT TASKS

#### TASK 1.0 – PROJECT ADMINISTRATION

##### 1. SPECIFIC ACTIVITIES

- ◇ Prepare and maintain supporting documentation for CONSULTANT invoices
- ◇ Administer pre-construction meeting
- ◇ Develop PROJECT documentation system and tracking systems for submittals, RFI's, change orders, correspondence and PROJECT contacts
- ◇ Participate in coordination meetings with the Contractor, the CITY, utility companies and consultants (Meetings will be scheduled in advance and shall occur on an as needed basis)
- ◇ Coordinate and track Contractor submittals, Requests for Information and report status at coordination meetings. Additional written comments to Contractor submittals and RFI's may be necessary to state the appropriate course of action to be taken
- ◇ Coordination of CONSULTANT PROJECT staff
- ◇ PROJECT Management/Progress Meetings -This task will include meetings or conference calls between the CITY and the CONSULTANT to discuss PROJECT management issues, including satisfaction of the CITY, budget, schedule, project direction, coordination, and changes

##### 2. PRODUCTS

- ◇ Monthly CONSULTANT Invoices
- ◇ PROJECT documentation data
- ◇ Meeting agenda and minutes of pre-construction and coordination meetings
- ◇ Tracking reports of submittals, RFI's, and change orders for distribution at PROJECT meetings for discussion

#### TASK 2.0 – CONSTRUCTION MANAGEMENT

##### 1. SPECIFIC ACTIVITIES

- ◇ Act as daily point of contact with the Contractor and monitor progress and quality of work on a daily basis
- ◇ Assemble all documentation required to issue changes to the contract.
- ◇ Prepare change order cost estimates, justification for change, prepare letters to Contractor issuing proposed change orders and requesting cost proposals, and aid change order negotiations with the Contractor
- ◇ Administer weekly construction progress meetings
- ◇ Utility relocation coordination
- ◇ Respond to public concerns and complaints
- ◇ Prepare progress estimates for payment to Contractor

##### 2. PRODUCTS

- ◇ Written documentation pertaining to project construction management activities

- ◆ Change Order Proposals
- ◆ Monthly construction progress payment requests

### **TASK 3.0 – INSPECTION SERVICES**

#### **1. SPECIFIC ACTIVITIES**

- ◆ Inspect work methods and products; verify compliance with PROJECT contract plans and specifications. On-site inspection is estimated at four hours per day for 25 working days
- ◆ Inspect materials; verify compliance with PROJECT contract plans and specifications
- ◆ Inspect equipment; verify compliance with approved submittals and PROJECT contract plans and specifications
- ◆ Monitor contractor's scheduling process
- ◆ Point of contact for quality control testing services
- ◆ Review required wage rates and conduct employee wage interviews
- ◆ Prepare inspection correspondence, records and reports
- ◆ Develop punch lists

#### **2. PRODUCTS**

- ◆ Daily inspection report
- ◆ Record of Materials
- ◆ Wage Rate Interviews
- ◆ Punch lists

### **TASK 4.0 – CONSTRUCTION SURVEYING**

#### **1. SPECIFIC ACTIVITIES**

- ◆ Manage the performance of construction surveyor. Surveying will be performed by a licensed land surveyor. Construction surveying provided as part of the construction management contract shall in conjunction with Section 1-05.4 of the Contract Documents and shall include:
  - a) The Contracting Agency shall furnish the construction stakes and hubs one time only.
  - b) Offset stakes and grade hubs will be provided for enclosed sanitary sewer mains, manhole structures, and storm drain culverts according to the system agreed on by the grade checker and the Surveyor.
  - c) Offset points to establish line and grade for sewers mains according to the system agreed on by the grade checker Engineer.
  - d) Stakes at Right of Way corners and curves points, staking no further than 100 feet. Right of Way stakes will have no vertical control.
  - e) Stakes at wetland areas defining the limits of the sensitive areas. Wetland stakes will have no vertical control
  - f) As-built survey

**2. PRODUCTS**

- ◆ Construction Staking
- ◆ Cut sheets
- ◆ As-constructed point data

**TASK 5 – TESTING SERVICES**

**1. SPECIFIC ACTIVITIES**

- ◆ Manage the performance of quality control testing. Testing will be performed on an as-needed basis by an accredited testing laboratory. Quality control testing services provided as part of the construction management contract shall include:
  - a) Soil materials testing
  - b) Proctor analysis and in-place density testing for backfill operations (supplemental testing not specified in construction contract to be provided by Contractor)

**2. PRODUCTS**

- ◆ Written test results for all tests conducted.

**TASK 6.0 – PROJECT CLOSEOUT**

**1. SPECIFIC ACTIVITIES**

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

**2. PRODUCTS**

- ◆ Certified As-Constructed Drawings
- ◆ Issuance of Letter of Substantial Completion with final punch list
- ◆ Letter of Final Completion

CITY OF SEDRO-WOOLLEY  
 SR9 Sewer Extension Project  
 Construction Contract Administration and Inspection

Exhibit B

Date: May 20, 2010

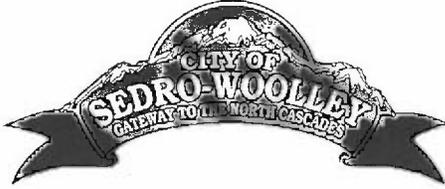
Item	Description					Sub Consultant Lisser & Assoc. Surveying	Sub Consultant Geo Test Materials Testing
		Project Manager	Project Engineer	Administrative	CADD		
<b>9.0 Construction Administration and Site Observation</b>							
9.01	Project Invoicing	1	1	2			
9.02	Project Tracking	1	1	1			
9.07	Preconstruction Meeting	2	2	1			
9.08	Process RFI's	1	6				
9.09	Submittal Review	2	8	4			
9.10	On-site Observation		100				
9.11	Change Order Review	2	4				
9.12	Change Order Preparation	2	9	1	4		
9.13	Weekly Construction Meetings	2	7	4			
9.14	Utility Relocation Coordination		6				
9.15	Coordination W/ Client	2	4	2			
9.16	Coordination W/ Consult team	2	4				
9.17	Response to Public Concerns and Complaints		4				
9.18	Prepare Contractor Progress Payments	3	20	4			
9.19	Project Close-out	2	12	8			
9.20	As-built Drawings	1	2		8		
9.23	Coordinate Materials Testing		3				
9.24	Materials Testing		3				\$2,000.00
9.25	Coordinate Construction Staking	1	2			\$5,600.00	
9.26	Construction Staking		5		2		
9.27	Coordinate with WSDOT		2				
	<b>SUBTOTAL</b>	<b>24</b>	<b>205</b>	<b>27</b>	<b>14</b>	<b>\$5,600.00</b>	<b>\$2,000.00</b>
	Billing Rates	\$111.79	\$89.15	\$46.70	\$77.83		
	<b>TOTAL</b>	<b>\$2,682.96</b>	<b>\$18,275.75</b>	<b>\$1,260.90</b>	<b>\$1,089.62</b>	<b>\$5,600.00</b>	<b>\$2,000.00</b>

<b>TOTAL</b>	<b>\$30,909.23</b>
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**EXHIBIT B**

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 26 2010



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) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Rootabaga  
DATE: May 26, 2010

ISSUE: Should the City Council authorize the Mayor to sign the requested and attached request for partial reconveyance?

BACKGROUND: The City accepted funding which was passed through to Rootabaga, Inc., sometime in 2004. Commerce is requested this release; they state that adequate security remains at approximately 10 times the amount of the current debt.

RECOMMENDATION: Motion to authorize the Mayor to sign the requested and attached request for partial reconveyance.



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

128 – 10<sup>th</sup> Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

May 17, 2010

The Honorable Mike Anderson, Mayor  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, Washington 98284

RE: Collateral Release

Dear Mayor Anderson:

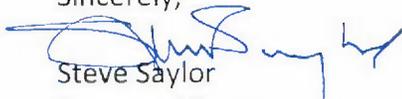
In April of 2004 the then Washington State Department of Community, Trade and Economic Development (now the Department of Commerce) granted \$700,000 to the city of Sedro-Woolley. The proceeds of the grant were loaned from the city to Rootabaga, Inc. dba CF Fresh. The loan has been paying as agreed and the current balance of \$54,962.20 will be repaid in under 8 months.

As partial collateral for the loan, the majority owner, Roger Wechsler, signed a personal guaranty. That guaranty is secured by seven parcels of real property listed on two Deeds of Trust. Both Deeds show the city of Sedro-Woolley as the Beneficiary. Copies of both Deeds are enclosed. One parcel has been sold and Roger Wechsler has requested that that one parcel (identified as Assessor's Property Tax Parcel # 360334-2-001-0018) be released. The remaining six parcels have a value in excess of \$500,000.

Given the borrower's excellent payment performance, the relatively small balance of the loan and the abundance of collateral we hereby request the city of Sedro-Woolley sign the enclosed "Request For Partial Reconveyance Without Satisfaction of Debt". If you agree and sign the document, please call Ida Ekkelkamp of Land Title and Escrow Company in Burlington. Her phone number is 360.707.2312. She can advise you where to send the document.

Thank you for your assistance with this matter. Please call me at 360.725.4046 if you have any questions.

Sincerely,

  
Steve Saylor  
Program Manager

REQUEST FOR PARTIAL RECONVEYANCE OF DEED OF TRUST

The City of Sedro-Woolley is the legal owner and holder of a Personal Guaranty from Roger Wechsler. Said Personal Guaranty secures a Promissory Note from Rootabaga, Inc. dba CF Fresh to the City of Sedro-Woolley in the original amount of \$700,000. Said Promissory Note has not been paid in full and therefore the Personal Guaranty is not being released. The Personal Guaranty is partially secured with a Deed of Trust dated April 13, 2004 in which the City of Sedro-Woolley is the Beneficiary, Roger Wechsler is Grantor and Steward Title Company is Trustee. Said Deed of Trust was filed for the record on April 16, 2004 as Skagit County Auditor's file No. 200404160126. Said Deed of Trust encumbers Skagit County Auditor's Parcels numbered 360321-0-002-0008; 369321-0-012-0006; 360321-0-029-0007; 360321-0-029-0100; 360321-0-030-0004; and, 360334-2-001-0018.

The City of Sedro-Woolley, the Beneficiary, hereby agrees to release only the Auditor's Parcel numbered 360334-2-001-0018 which has a legal description as follows:

The Northeast ¼ of the Northwest ¼ of Section 34, Township 36 North, Range 3 East, W.M.

EXCEPT that portion conveyed fro right of way be deed recorded on September 23, 1896, under Auditor's File No. 25114, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

DATED the \_\_\_\_ day of May, 2010.

City of Sedro-Woolley

By: \_\_\_\_\_

Its: \_\_\_\_\_



200404160126

Skagit County Auditor

4/16/2004 Page 1 of 4 12:30PM

**Return Address**

Rural Washington Loan Fund – Steve Saylor  
Department of Community, Trade and Economic Development  
128 10th Ave. SW  
PO Box 42525  
Olympia, WA 98504-2525

**DEED OF TRUST**

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCW 65.04) 1/97:  
Reference # (If applicable): \_\_\_\_\_  
Grantor(s) (Borrower): (1) Roger P. Wechsler  
Grantee(s) (Beneficiary/Trustee): (1) City of Sedro Woolley  
2) Stewart Title Abbreviated Legal Description: A PTN of Gov lots 1,2 & 3, 21-36-3 E.W.M. NE ¼ of NW ¼, 34-36-3 E.W.M.  
Add'l legal is on pg. 3+4 Assessor's Property tax Parcel/Account #: 360321-0-002-0008; 360321-0-012-0006; 360321-0-029-0007; 360321-0-029-0100; 360321-0-030-0004; 360334-2-001-0018

THIS DEED OF TRUST, made this 13 day of April, 2004, between Roger P. Wechsler, as GRANTOR, whose address is 15153 Colony Road, Bow WA 98232 and Stewart Title Company, a corporation, TRUSTEE, whose address is 2200 Rimland Drive, Suite 110, Bellingham, WA 98226 and the City of Sedro Woolley, BENEFCIARY, whose address is 720 Murdock Street, Sedro Woolley, WA 98284.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

See legal description attached hereto as Exhibit A.

TOGETHER WITH all appurtenances belonging thereto.

TOGETHER WITH and SUBJECT TO domestic and irrigation water rights and matter.

This Deed of Trust secures Roger P. Wechsler's personal guarantee of a loan in the amount of \$700,000 from the City of Sedro Woolley to Rootabaga Enterprises Inc. dba CF Fresh.

This deed is for the purpose of securing performance of each agreement of grantor herein contained and payment of the sum of Seven hundred thousand and <sup>00</sup>/100 dollars (\$700,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary,

and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the right or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

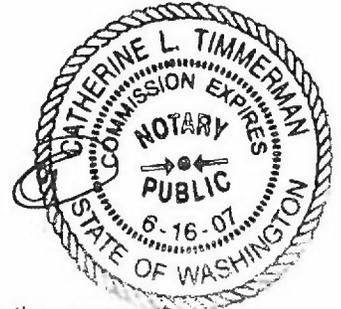
Witness the hand(s) of the Grantor(s) on the day and year first above written.

Roger P. Wechsler

STATE OF WASHINGTON

County of Skagit

SS. (INDIVIDUAL ACKNOWLEDGEMENT)



I certify that I know or have satisfactory evidence that Roger P. Wechsler is the person who appeared before me, and said person acknowledges that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated is 13th day of April, 2004

Print Name Catherine L. Timmerman

Notary Public in and for the State of WA  
My appointment expires: 6-16-07



200404160126  
Skagit County Auditor

EXHIBIT A

PARCEL "A":

That portion of Government Lot 1, Section 21, Township 36 North, Range 3 East, W.M., lying West of the West line of the Pacific Northwest Traction Company's right of way and Southerly of the most Southerly meander line of said Government Lot 1.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Government Lot 2, Section 21, Township 36 North, Range 3 East, W.M., EXCEPT that portion conveyed to the Seattle and Montana Railway Company by instrument recorded September 16, 1901 in Volume 43 of Deeds, page 194, EXCEPT that portion conveyed to the Bellingham and Skagit Railway company by instrument recorded February 29, 1911, in Volume 87 of Deeds, page 235, EXCEPT those portions conveyed to the State of Washington by instruments recorded June 5, 1918, January 6, 1931 and January 14, 1931 in Volume 110, page 405, Volume 156, page 370 and volume 156, page 440, respectively, EXCEPT that portion conveyed to Drainage District No. 18 by Deed recorded April 17, 1946, under Auditor's File No. 390769, EXCEPT that portion described as follows:

Beginning at a point which is 531.5 feet West of the quarter section corner on the East line of Section 21, Township 36 North, Range 3 East, W.M.;

- thence West 165.0 feet;
- thence North 36°58' East 67.3 feet;
- thence North 50°13' West 668.9 feet;
- thence South 89°34' East 215.5 feet;
- thence South 72°10' East 368.2 feet;
- thence South 22°39' East 318.0 feet;
- thence South 34°00' West 86.4 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



200404160126  
Skagit County Auditor

PARCEL "C":

Government Lot 3, Section 21, Township 36 North, Range 3 East, W.M.,

EXCEPT those portions conveyed to the Bellingham and Skagit Railway Company by Deeds recorded September 9, 1911 and September 27, 1911 in Volume 87 of Deeds, pages 167 and 230, respectively,

EXCEPT that portion conveyed to Drainage District No. 18 by Deed recorded April 17, 1946, under Auditor's File No. 390772.

Situated in the County of Skagit, State of Washington.

PARCEL "D":

TOGETHER WITH a non-exclusive easement for ingress and egress over and across a 20 foot strip, the centerline of which lies 10 feet North of and parallel to the easement granted to Puget Sound Power & Light Company in document recorded October 6, 1986, under Auditor's File No. 8610060045, lying Westerly of Highway known as Chuckanut Drive as said easement affects the following described property:

That portion of the Southwest ¼ of the Northwest ¼ of Section 22, Township 36 North, Range 3 East, W.M., lying West of the right of way line of the Great Northern Railway,

EXCEPT road and highway right of way.

Situated in the County of Skagit, State of Washington.

PARCEL "E":

The Northeast ¼ of the Northwest ¼ of Section 34, Township 36 North, Range 3 East, W.M.,

EXCEPT that portion conveyed for the right of way by deed recorded on September 23, 1896 under Auditor's File No. 25114, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.



200404160126

Skagit County Auditor



200404160124  
Skagit County Auditor

4/16/2004 Page 1 of 5 12:29PM

**Return Address**

Rural Washington Loan Fund – Steve Saylor  
Department of Community, Trade and Economic Development  
128 10th Ave. SW  
PO Box 42525  
Olympia, WA 98504-2525

**DEED OF TRUST**

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCW 65.04) 1/97: Reference # (If applicable): _____ Grantor(s) (Borrower): (1) <u>Roger P. Wechsler</u> Grantee(s) (Beneficiary/Trustee): (1) <u>City of Sedro Woolley</u> 2) <u>Stewart Title</u> Abbreviated Legal Description: <u>A PTN of SW ¼ of NW ¼ of NW ¼ of SW ¼, 34-36-3 E.W.M.</u> Add'l legal is on pg. <u>3-5</u> Assessor's Property tax Parcel/Account #: 360334-0-011-0002
--

THIS DEED OF TRUST, made this 13 day of April, 2004, between Roger P. Wechsler, as GRANTOR, whose address is 15153 Colony Road, Bow WA 98232 and Stewart Title Company, a corporation, TRUSTEE, whose address is 2200 Rimland Drive, Suite 110, Bellingham, WA 98226 and the City of Sedro Woolley, BENEFICIARY, whose address is 720 Murdock Street, Sedro Woolley, WA 98284.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

See legal description attached hereto as Exhibit A.

TOGETHER WITH all appurtenances belonging thereto.

TOGETHER WITH and SUBJECT TO domestic and irrigation water rights and matter.

This Deed of Trust secures Roger P. Wechsler's personal guarantee of a loan in the amount of \$700,000 from the City of Sedro Woolley to Rootabaga Enterprises Inc. dba CF Fresh.

This deed is for the purpose of securing performance of each agreement of grantor herein contained and payment of the sum of Seven hundred thousand and 00/100 dollars (\$700,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear,

and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the right or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

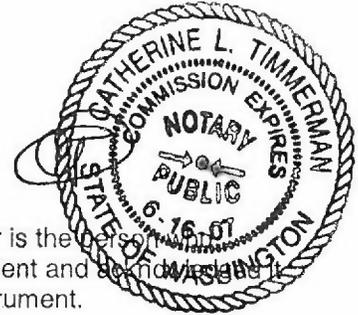
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Witness the hand(s) of the Grantor(s), on the day and year first above written.

Roger P. Wechsler

STATE OF WASHINGTON )  
County of Skagit )

SS. (INDIVIDUAL ACKNOWLEDGEMENT)



I certify that I know or have satisfactory evidence that Roger P. Wechsler is the person who appeared before me, and said person acknowledges that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated is 13<sup>th</sup> day of April, 2004

Print Name Catherine L. Timmerman

Notary Public in and for the State of WA

My appointment expires: 6-16-07



200404160124  
Skagit County Auditor

EXHIBIT A

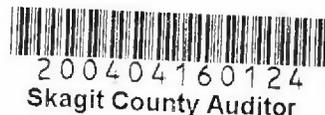
PARCEL "A":

The Southwest ¼ of the Northwest ¼ of Section 34, Township 36 North, Range 3 East, W.M., EXCEPT the North 33 feet thereof as conveyed to Skagit County for road purposes by deed dated April 16, 1896 and recorded April 23, 1896, in Volume 32 of Deeds, page 816, AND ALSO EXCEPT that portion lying within that certain 60 foot wide State Highway known as Pacific Highway as conveyed to the State of Washington by Deed dated March 10, 1919 and recorded July 16, 1919, in Volume 114 of Deeds, page 319, AND ALSO EXCEPT Drainage District No. 18 ditch right of way as condemned in Skagit County Superior Court Cause No. 5958, AND ALSO EXCEPT that portion of said premises lying within the boundaries of the following described tracts:

1.) Beginning at a point on the East line of the Pacific Highway 202.44 feet Northerly of the point of intersection of said East line with the Northerly line of the County road known as Road XCVI (said point being 78 feet South and 41.3 feet East of the Northwest corner of the Southwest ¼);  
thence East at right angles to the West line of said Section, 198.7 feet;  
thence North parallel with said West line 100 feet;  
thence West to the East line of the right of way of the Pacific Highway;  
thence Southerly along said East line to the point of beginning.

2.) Beginning at a point on the East line of the Pacific Highway, 202.44 feet Northerly of the point of intersection of said East line with the Northerly line of the county road known as Road XCVI (said point being 78 feet South and 41.3 feet East of the Northwest corner of the Southwest ¼ of said Section 34);  
thence East at right angles to the West line of said Section, 198.7 feet;  
thence North parallel with said West line, 100 feet to the true point of beginning of this description;  
thence South parallel with said West line to a point 244.8 feet South of the North line of the Southwest ¼ of said Section 34;  
thence due East, 150 feet;  
thence running due South, 129 feet, more or less, to the North line of the County road;  
thence Southeasterly along said road to a point intersecting a line drawn parallel to and 8 feet East of the last described line (as measured at right angles thereto);  
thence North parallel with the West line of said Section 34 to a point East of the true point of beginning;  
thence West to the true point of beginning.

Situate in the County of Skagit, State of Washington.



PARCEL "B"

That portion of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at a point 5 chains and 15 links (339.9 feet) North of the center of the Southwest  $\frac{1}{4}$  of said Section;  
thence due West to Bow Hill Road;  
thence following along the said road in its course in a Northerly and Westerly direction to the East line of Pacific Highway;  
thence North to the North line of said subdivision;  
thence East to the Northeast corner of said subdivision;  
thence South to the point of beginning, EXCEPT Drainage District No. 18 ditch right of way as condemned in Skagit County Superior Court Cause No. 5958, AND EXCEPT the following described tracts:

- 1.) Beginning at the intersection of the East right of way line of Pacific Highway with the North marginal line of Bow Hill County Road;  
thence North along the said line of Pacific Highway 302.44 feet;  
thence East at right angles 198.7 feet;  
thence South at right angles to the North line of said Bow Hill Road (also known as Warren Road);  
thence following said North line of Bow Hill Road to the point of beginning.
- 2.) Beginning at the  $\frac{1}{4}$  section corner on the West line of said Section 34;  
running thence North  $89^{\circ} 55'$  East along the quarter section line of said Section 34, a distance of 240 feet;  
thence due South 244.8 feet to the true point of beginning;  
thence running due East 150 feet;  
thence running due South 129 feet to the North line of the County road;  
thence Westerly along the North line of the County road 161.2 feet, more or less, to a point due South of the true point of beginning;  
thence North 70.8 feet to the true point of beginning.
- 3.) Beginning at a point on the East line of the Pacific Highway 202.44 feet Northerly of the point of intersection of said East line with the Northerly line of the County road know as Road XCVI (said point being 78 feet South and 41.3 feet East of the Northwest corner of the Southwest  $\frac{1}{4}$  of said Section 34);  
thence East at right angles to the West line of said Section, 198.7 feet;  
thence North parallel with said West line, 100 feet to the true point of beginning of this description;  
thence South parallel with said West line to a point 244.8 feet South of the North line of the Southwest  $\frac{1}{4}$  of said Section 34;  
thence due East, 150 feet;  
thence running due south, 129 feet, more or less, to the north line of the County road;



200404160124  
Skagit County Auditor

thence Southeasterly along said road to a point intersecting a line drawn parallel to and 8 feet East of the last described line (as measured at right angles thereto); thence North parallel with the West line of said Section 34 to a point East of the true point of the beginning;  
thence west to the true point of beginning.

Situate in the County of Skagit, State of Washington.

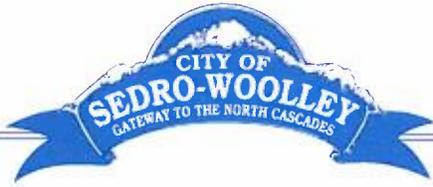


200404160124  
Skagit County Auditor

MAY 26 2010

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

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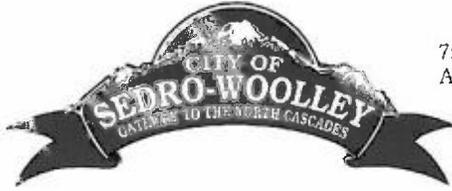
SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

UNFINISHED  
BUSINESS

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 26 2010



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

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: Fire Station 2  
DATE: May 26, 2010

ISSUE: Should the City Council approve the attached resolution which awards the bid for the construction of Fire Station 2 to The Franklin Corporation of Bellingham and delegates change order authority to the City Supervisor?

BACKGROUND: Bids were opened for the construction of Fire Station 2 on Tuesday, May 18, 2010. Bids were received from eight general contractors with a base bid range of \$1,267,000.00 to \$1,528,456.00. The lowest bid was non-responsive and the next lowest bid is The Franklin Corporation's with a base bid of \$1,311,800.00, and alternative addition of \$15,500.00 for solar hot water, and \$21,000.00 for the eight thousand gallon fire pump test tank. The solar hot water was part of our grant application and is specifically funded by the grant with \$10,000.00. The pump test tank is a locally funded item. Currently, the SWFD pays to use the test tank at SVC which requires both a fee and scheduling to shuttle each of the trucks to Mount Vernon. With an in-city test tank, we are expected to be able to rent it out to neighboring districts similarly to how our fire training facility is used.

Carletti has reviewed the bid documents with The Franklin Corporation and checked their references. He recommends awarding the bid to them at this time. I have also checked and determined that they are not on the federal debarment list.

The attached resolution delegates change order authority to me in the same manner as was done for the construction of City Hall. I am proposing the following as our project budget:

Expenditures:

Construction*	\$1,348,300.00
Sales tax	\$ 110,560.60
FF&E**	\$ 20,000.00
Sales tax	\$ 1,640.00
Contingency (w/WSST)	\$ 50,000.00
Utility connection fees***	\$ 30,066.00
Design + CA	\$ 135,335.00
Weidner & Associates	\$ 45,000.00
	<u>\$1,740,901.60</u>

\* Includes everything (site work, building, landscaping, generator, bunker gear racks, etc) except furniture (beds, drawers, couches, chairs, desk, house wares/kitchenware, appliances, etc) which are in FF&E budget. Also includes two alternate items: solar hot water for \$15,500.00 and the fire engine pump test tank for \$21,000.00).

\*\* Also includes IT items (phones & network equipment, but not rack which is in base bid for a total of \$4,500.00)

\*\*\* City of Sedro-Woolley: \$25,066.00 and Skagit PUD #1, CNG, PSE: estimated at \$5,000.00.

Our FEMA ARRA-SCG grant is for \$1,450,660.00, which leaves a local portion of approximately \$300,000.00. I am proposing that this be funded with a combination of REET and cell phone tax funds. Patsy will bring a budget amendment for your consideration that will formalize the local portion of the project.

With your approval tonight, we expect to have contracts signed within a week. We are hoping to issue the notice to proceed by June 7<sup>th</sup> to get this project started and have substantial completion near the end of the year. **We are planning a ceremonial groundbreaking for 5:30 P.M. on June 9<sup>th</sup> at Fire Station 2 (1218 N. Township).**

RECOMMENDATION: Motion to adopt the attached resolution which awards the bid for the construction of Fire Station 2 to The Franklin Corporation of Bellingham and delegates change order authority to the City Supervisor.

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

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
AUTHORIZING THE CONSTRUCTION OF FIRE STATION 2**

WHEREAS, the City's current public safety building houses its police and fire departments; and

WHEREAS, the SWFD now responds to more than 1700 calls per year throughout the City and Skagit County Fire Protection District No. 8; and

WHEREAS, the City has been planning for the construction of a second fire station for many years to better serve the people of the community with redundancy and reduced response times; and

WHEREAS, the City desires the construction of Fire Station 2 with a process that both includes the City Council in critical decision-making and allows for rapid decision-making when required by site conditions and project circumstances; and

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

**Section 1:** The City hereby awards the bid to the low bidder The Franklin Corporation (Contractor), in the amount of one million three hundred forty eight thousand three hundred Dollars (\$1,348,300.00), not including Washington State Sales Tax.

**Section 2:** The Mayor is authorized to sign the construction contracts with the Contractor.

**Section 3:** The City Supervisor is hereby authorized to enter into Change Orders with the Contractor provided that the following conditions are met:

- A. Any individual Change Order does not exceed the amount of ten thousand Dollars (\$10,000.00).
- B. The aggregate total of all Change Orders approved under this Resolution shall not exceed fifty thousand Dollars (\$50,000.00).
- C. Following the approval of any Change Order under this Resolution, the City Supervisor shall provide an information report to the Council with the details of any approved Change Orders.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
26<sup>th</sup> DAY OF MAY, 2010.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY