

Next Ord: 1684-10
Next Res: 836-10

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

October 13, 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 (Including October 5, 2010 Work Session)
 - b. Finance
 - Claim Checks #70349 to #70483 in the amount of \$748,787.24.
(Voided Checks #70454 - #70461)
 - Payroll Checks #48831 to #48934 in the amount of \$242,359.06
 - c. Final Acceptance - Contract 2010-PW-06 SR9 Sanitary Sewer Extension Project - Plats Plus, Inc.
 - d. Agreement - Skagit County & City of Sedro-Woolley (EDASC Dues)
 - e. Award of Fuel Bid - Associated Petroleum Products (APP)
4. Special Presentation - Firefighter Wes Armev Commendation
 5. Public Comment (Limited to 3-5 minutes)

PUBLIC HEARING

6. Ordinance - N. Township Sewer Connection Fee (*2nd reading - action requested*)
7. Resolution - Transferring a 1991 Darley/Spartan Pumper to the Town of Concrete and approving interlocal agreement for shared use of a fire truck (*action requested*)

UNFINISHED BUSINESS

8. Ordinance - Land use permit and application economic hardship extensions (*2nd reading - action requested*)

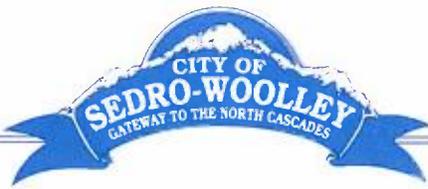
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

9. Fire Station 2 Update

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

OCT 13 2010

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



DATE: October 13, 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 October 13, 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.

OCT 13 2010

CITY OF SEDRO-WOOLLEY

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

Council Worksession
October 5, 2010 – 7:00 P.M. – Fire Training Room

The meeting was called to order at 7:00 P.M. by Mayor Anderson.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tom Storrs, Tony Splane, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg, Finance Director Nelson, Planner Moore, Nick Vann and Nathan Salsenia.

Public Hearing – Fruitdale Road Interim Zoning Control

- Mayor Anderson opened the public hearing at 7:03 P.M. No comments were received. Mayor Anderson closed the public hearing at 7:04 P.M.

Stormwater Utility Update

- City Supervisor/Attorney Berg introduced Nick Vann, Engineering Services Manager to the Council, explaining his duties. Vann explained Federal and State laws which govern the City's stormwater program. Discussion on Brickyard Creek Sub-Flood Zone uncompleted projects, the need for an updated management plan and the City's responsibility for completing projects when the zone is turned over to the City by Skagit County took place. Vann also explained the eleven components of the City's NPDES permit and the status of each.

2011 Budget

- Finance Director Nelson informed the council of the 2010 estimated revenues and 2011 preliminary estimated revenues and expenses.

Chamber Committee Idea

- A discussion ensued regarding a Chamber committee idea to create a pedestrian friendly area by closing Metcalf between State to Woodward and Woodward to Ferry on a regularly scheduled basis. It was determined to entertain the request if proposed by all the merchants in the area.

Miscellaneous Topics

- New businesses in town
- Refurbishing of old buildings
- Downtown parking potential and expansion
- Economic development research conducted by the Chamber

The worksession adjourned at 8:45 P.M.

OCT 13 2010

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
September 22, 2010 – 7:00 P.M. – City Hall Council Chambers

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

The Meeting was called to order at 7:00 P.M by Mayor Pro Tem Storrs.

Pledge of Allegiance

Consent Calendar

- o Minutes from Previous Meeting
- o Finance
 - o Claim Checks #70241 to #70348 in the amount of \$194,585.06 (Voided Checks #70306 thru #70309)
 - o Payroll Checks #48725 to #48830 in the amount of \$173,406.75
- o Possible Contract Amendment 1 – Contract 2010-PS-09 Construction Administration and Inspection Service for the SR9 Sanitary Sewer Inspection Project, Reichhardt & Ebe Engineering
- o Proclamation – United Way Campaign 2010

Councilmember Meamber moved to approve the consent calendar Items A thorough D. Seconded by Councilmember Colgan. Motion carried (7-0).

Parks Board – Introduction of Members

Shane Walley – Public Works Operations Supervisor addressed the Council on the creation of the Parks Advisory Board as authorized by Council in 2008. He noted due to the funding and economy no action had been taken until recently. Walley introduced the members of the board: Stephanie Lokkebo – Chair, Kim Woolsey – Vice Chair, Ed Blanton and Mark Mauden. Members not present: Todd Torgeson and Caleb Bradford. Each member presented their vision and goals for the board to include garnering support from the Council, maintenance of current buildings, development of current parks land, implementation of a children's or community garden, new park in the west area of town, concern with maintenance of current parks before adding more parks to the mix, Rotary participation in maintenance of City park buildings and the need for parks facilities to enhance quality of life.

Public Comment

Velma Walker – 726 Northern Ave, read a prepared statement to the Council regarding several residences within the 700 block of Northern with the condition of the property and unauthorized business being conducted. She encouraged enforcement of nuisance laws that are currently on the books.

Planner Moore indicated that City staff is currently working on an enforcement case for one of the particular residences mentioned.

PUBLIC HEARING

Ordinance – Alternate Payment Schedule for Impact Fees and General Facility Charges for Single-Family Houses Constructed for Resale (Spec Homes)

Planner Moore reviewed the proposed ordinance noting this was a second read. He reviewed a change from the first read in omitting the provision for a maximum 12-month deferral for payment. The reason for the removal is because the provision would create obstacles for any builder loan package. Moore stated the staff recommendation is to approve.

Mayor Pro-Tem Storrs opened the public hearing at 7:26 P.M.

Cory Ertel – Government Affairs Director for Skagit/Island Counties Builders Association (SICBA) addressed the Council with support for the proposal which he stated will improve the opportunity for spec building in Sedro-Woolley. He also believes it will help to spur growth and economic benefit to the City and urged adoption of the ordinance.

Rick Judd – 1310 Fruitdale Road, stated he supports the proposal but requested consideration be given to speculators building rental houses. He noted with the number of foreclosures there is a greater need for rental housing.

Discussion ensued on the difference between spec home vs. rental housing and their use of services.

City Supervisor/Attorney Berg pointed out that this ordinance does come with some risk if the market will not support the sale of homes once finished. He noted the consequence will be on the enforcement should the homes not sell.

Mayor Pro Tem Storrs closed the public hearing at 7:34 P.M.

City Supervisor/Attorney Berg – recommended Council implement the addition of a sunset clause effective December 31, 2011. He noted the sunset clause would allow the ordinance to automatically repeal itself upon the effective date.

Councilmember Galbraith moved to approve Ordinance #1682-10 An Ordinance Modifying SWMC Titles 13 and 15 Granting an Optional Payment Timeframe for Impact Fees and General Facility Charges and adding Section 8 Sunset Clause. Seconded by Councilmember Colgan.

Council inquiry regarding statistics or knowledge of concerns with this type of action was asked by Councilmember Sandström.

Motion carried (7-0).

Land Use Permit & Application Economic Hardship Extensions

Planner Moore reviewed the first read on a proposal for hardship extensions on applications that have come to their expiration dates and due to economic conditions are not able to secure financing or timing is an issue, but wish to continue with the projects in the future. The ordinance would allow a one time 3 year extension from the original date of expiration if the approval was set to expire between January 1, 2008 and December 31, 2011.

Mayor Pro Tem Storrs opened the public hearing at 7:39 P.M.

Cory Ertel – again to the podium addressed a letter sent to City regarding things to consider to help stimulate building activity in Sedro-Woolley. He noted this item was number 2 on the list SCIBA send to the Planning Department and Mayor Anderson for consideration. He thanked the Planning Department and Mayor Anderson for the consideration of the extension and urged Council to adoption of the ordinance.

Mayor Pro Tem Storrs closed the public hearing at 7:40 P.M.

Council discussion took place questioning the number of project that would be affected by the ordinance.

Planner Moore noted that any where between 5-10 larger projects would be affected.

NEW BUSINESS

Ordinance – Amendments to Chapter 17.48 SWMC and the Design Standards and Guidelines for Recreation Areas (Private Parks) within Subdivisions

Planner Moore reviewed the proposed amendments to Chapter 17.38 to change or clarify design codes that regulate parks. Moore noted proposed changes are a recommendation from the Planning Commission on parks as part of sub-divisions and presented background information, noting that the Planning Commission held several public meetings, published and posted notifications around parks, took a field trip to parks for input on the amenities and manned a booth at Woodfest.

He reviewed the ordinance to include a title change from playgrounds to recreation areas, increase of minimum size, and the reference of a manual (new section). Included in the manual are lighting requirements, sandboxes discouraged, safety barriers between recreation areas and roads, recreation area not allowed within utility corridors, requirement of drinking fountains for sub divisions of more than 25 lots, minimum dimensions, encouragement of trails, seating areas, picnic tables, landscaping, choice of amenities from pre-approved list and encouragement of extra amenities.

Council discussion ensued regarding trails not being included in open space, reasoning for choice of size and averaging of size based on input from public.

Rick Judd – noted that home buyers do give consideration of the size of playground when purchasing homes.

Corey Ertel – stated that City staff have identified certain problems and he can agree that recreation areas add value to a sub division, but the developer would be giving up a buildable lot, as well as being asked to provide other amenities. He questioned the possibility of density bonuses.

Planner Moore noted phase 2 of the update to the Parks and Recreation Element is to include creative ways to acquire park land such as donation of land or an endowment fund toward a regional city owned park.

Councilmember Lemley moved to adopt Ordinance #1683-10 to amend Chapter 17.38 SWMC and the Sedro-Woolley Design Standards and Guidelines regarding home-owner association-owned recreation areas within subdivisions. Seconded by Councilmember Galbraith. Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – reported on a busy week within the Police Department. He also reported on the progress on the dog shelter.

Asst. Chief Olson – reported the ladder truck is now in service and the fire engine has now been transferred to Oregon for completion. He noted photos available for anyone to review. Olson also announced the upcoming Fire Prevention week October 4 – 11th.

Engineer Freiburger – noted his usual engineering report at the Council seats. He also reported that the update of the public works website which includes all the engineering standards is up and running thanks to the efforts of Bill Chambers and Julie Rosario. The October 5th worksession will include a presentation on Illicit Discharge by Nick Vann and he will update the Council on stormwater permit compliance as well. Freiburger also reported that the County Commissioners voted to dissolve the Brickyard Creek Sub Flood Zone effective December 31, 2011.

Fire Station 2 Update

City Supervisor/Attorney Berg updated Council on Fire Station 2, noting it is going very well. He reviewed the work recently completed and reviewed change order proposals to include central exhaust design conflicts, conduit to add additional radio antenna and still to come the gas line conflict and location of the meter in relation to the gas fired generator.

Finance Director Nelson – reported on the recent WFOA conference she attended which addressed the economic recovery being long and slow. She also noted that departmental budgets were due today.

Councilmember Splane – questioned work being conducted on Brickyard Creek, east of the underpass

Engineer Freiburger was unsure who was conducting the work but thought it might be Cascade Natural Gas looking at exposed gas lines that have been exposed by erosion. He also noted the County has also been doing maintenance along the creek.

Councilmember Lemley – reported on Founder’s day noting that the inclement weather played a part in the event.

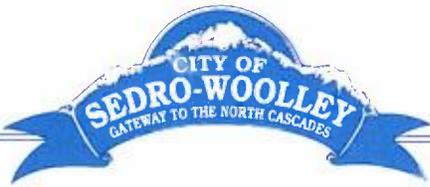
Councilmember Sandström – questioned whether baseball cards with the new fire truck will be available. He also questioned the status of “Jerry’s Place”

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

The meeting adjourned at 8:20 P.M.

OCT 13 2010

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



DATE: October 13, 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 October 13, 2010.

Motion to approve Claim Checks #70349 to #70483 in the amount of \$748,787.24. (Voided Checks #70454 - #70461)

Motion to approve Payroll Checks #48831 to #48934 in the amount of \$242,359.06.

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-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 10/13/2010 (Printed 10/07/2010 14:44)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70349	A-1 MOBILE LOCK & KEY	REPAIR & MAINT - AUTO	PD	270.50
		REPAIRS/MAINT-EQUIP	FD	189.35
		WARRANT TOTAL		459.85
70350	ACE INDUSTRIAL SUPPLY, INC.	OPERATING SUPPLIES	SWR	265.13
		WARRANT TOTAL		265.13
70351	ALL-PHASE ELECTRIC	REPAIR/MAINT-CITY HALL	PK	34.69
		REPAIR/MAINT-CITY HALL	PK	311.61
		REPAIR/MAINT-CITY HALL	PK	75.34
		WARRANT TOTAL		421.64
70352	AMERICAN PLANNING ASSOC	MISC-DUES/SUBSCRIP/MEMSHIP PLN		240.00
		WARRANT TOTAL		240.00
70353	A.T.V. ACCESSORIES	REPAIR/MT-METCALF BALL PARK PK		486.90
		WARRANT TOTAL		486.90
70354	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	16.07
		MISC-LAUNDRY	CEM	25.20
		MISC-LAUNDRY	CEM	16.07
		MISC-LAUNDRY	ST	17.20
		MISC-LAUNDRY	ST	19.19
		MISC-LAUNDRY	ST	17.20
		LAUNDRY	SWR	17.96
		LAUNDRY	SWR	32.75
		LAUNDRY	SWR	17.96
		LAUNDRY	SWR	32.75
		WARRANT TOTAL		212.35
70355	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	144.96
		AUTO FUEL	PD	101.93
		AUTO FUEL	PD	57.16
		AUTO FUEL	PD	1,236.96
		AUTO FUEL	PD	1,170.54
		AUTO FUEL/DIESEL	FD	474.09
		AUTO FUEL/DIESEL	FD	466.08
		AUTO FUEL/DIESEL	PK	341.50
		AUTO FUEL/DIESEL	ST	106.11
		AUTO FUEL/DIESEL	ST	154.62
		AUTO FUEL/DIESEL	ST	187.24
		REPAIR/MAINTENANCE-EQUIP	ST	66.33
		AUTO FUEL/DIESEL	SWR	78.76
		AUTO FUEL/DIESEL	SWR	197.11
		AUTO FUEL/DIESEL	SAN	1,652.94
		AUTO FUEL/DIESEL	SAN	1,524.30
		WARRANT TOTAL		7,960.63
70356	AT & T	TELEPHONE	JUD	.98
		TELEPHONE	EKE	2.95
		TELEPHONE	FIN	10.79
		TELEPHONE	LGL	1.96

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		TELEPHONE IT	1.96
		TELEPHONE PLN	3.93
		TELEPHONE ENG	5.89
		TELEPHONE PD	48.04
		TELEPHONE FD	5.89
		TELEPHONE INSP	3.93
		TELEPHONE ST	.93
		TELEPHONE LIB	.98
		TELEPHONE SWR	7.85
		TELEPHONE SAN	1.96
		WARRANT TOTAL	98.04
70357	BANK OF AMERICA	DUES/SUBSCRIPTIONS ENG	240.00
		CONSTRUCTION- METCALF LINE PWT	167.87
		WARRANT TOTAL	407.87
70358	BANK OF AMERICA	SPECIAL INVESTIGATIONS PD	79.45
		TRAVEL PD	61.82
		TRAVEL PD	444.00
		TUITION/REGISTRATION PD	375.00
		TUITION/REGISTRATION PD	100.00
		MACHINERY & EQUIPMENT PD	75.65
		REPAIR/MT-METCALF BALL PARK PK	194.00
		MEALS/TRAVEL SWR	264.42
		WARRANT TOTAL	1,594.34
70359	BANK OF AMERICA	MEALS/TRAVEL EXE	48.51
		WARRANT TOTAL	48.51
70360	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP PK	5.30
		WARRANT TOTAL	5.30
70361	BANK OF AMERICA	OFFICE/OPERATING SUPPLIES IT	67.06
		REPAIR-MAINTENANCE SUPPLIES IT	85.00
		REPAIR/MAINTENANCE SAN	544.71
		WARRANT TOTAL	696.77
70362	BAY CITY SUPPLY	OPERATING SUPPLIES FD	120.53
		OPERATING SUP - COMM CENTER PK	156.67
		OPERATING SUP - HAMMER SQ PK	186.39
		OPERATING SUP - HAMMER SQ PK	312.48
		REPAIR/MT-HARRY OSBORNE PK	3.08
		WARRANT TOTAL	779.15
70363	BERG VAULT COMPANY	LINERS CEM	1,590.00
		WARRANT TOTAL	1,590.00
70364	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES PD	118.32
		UNIFORMS/ACCESSORIES PD	69.14
		WARRANT TOTAL	49.18
70365	BON APPETIT	BOOKS, PERIOD, RECORDS LIB	44.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		44.00
70366	BOULDER PARK, INC	SOLIDS HANDLING	SWR	5,677.93
		WARRANT TOTAL		5,677.93
70367	BOUND TREE CORPORATION	OPERATING SUPPLIES	FD	116.88
		OPERATING SUPPLIES	FD	108.92-
		WARRANT TOTAL		7.96
70368	BRIGHT RAIN SOLUTIONS	PROFESSIONAL SERVICES	SWR	225.00
		WARRANT TOTAL		225.00
70369	CDW GOVERNMENT, INC.	MACHINERY & EQUIPMENT	PD	6,559.00
		MACHINERY & EQUIPMENT	PD	69.05
		MACHINERY & EQUIPMENT	PD	34.54
		MACHINERY & EQUIPMENT	PD	138.10
		WARRANT TOTAL		6,800.69
70370	CASCADE NATURAL GAS CORP.	UTILITIES-SENIOR CENTER	PK	45.87
		UTILITIES-HAMMER SQUARE	PK	12.80
		UTILITIES - SHOP	PK	16.68
		PUBLIC UTILITIES	ST	10.60
		PUBLIC UTILITIES	ST	7.14
		PUBLIC UTILITIES	LIB	10.60
		PUBLIC UTILITIES	SWR	17.21
		PUBLIC UTILITIES	SAN	39.25
		WARRANT TOTAL		160.15
70371	CHEMSEARCH	OPERATING SUPPLIES	SAN	448.16
		WARRANT TOTAL		448.16
70372	CHICKADEE	BOOKS, PERIOD, RECORDS	LIB	43.00
		WARRANT TOTAL		43.00
70373	CODE PUBLISHING INC.	CODE BOOK	LGS	446.27
		WARRANT TOTAL		446.27
70374	COASTAL WEAR PRODUCTS	OPERATING SUPPLIES	ST	1,543.19
		WARRANT TOTAL		1,543.19
70375	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	60.95
		OFFICE/OPERATING SUPPLIES	PD	22.70
		WARRANT TOTAL		83.65
70376	CPI PLUMBING & HEATING	REPAIR/MAINT-LIBRARY	PK	132.55
		WARRANT TOTAL		132.55
70377	COMCAST	INTERNET SERVICES	IT	99.95
		WARRANT TOTAL		99.95
70378	CONSOLIDATED SUPPLY CO.	REPAIRS/MT-COMMUNITY CTR	PK	142.43
		WARRANT TOTAL		142.43

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 10/13/2010 (Printed 10/07/2010 14:44)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70379	COOK PAGING (WA)	TELEPHONE	FD	18.74
		WARRANT TOTAL		18.74
70380	HSBC BUSINESS SOLUTIONS	EMPLOYEE WELLNESS	EXE	27.56
		OFFICE/OPERATING SUPPLIES	PD	79.39
		WARRANT TOTAL		106.95
70381	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	43.01
		REPAIR & MAINT - AUTO	PD	269.92
		REPAIR/MT-SMALL TOOLS EQUIP	PK	49.63
		WARRANT TOTAL		362.56
70382	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT-EQUIP	FD	14.07
		WARRANT TOTAL		14.07
70383	CRIMSON FIRE	FIRE TRUCK	FD	222,959.61
		WARRANT TOTAL		222,959.61
70384	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	34.43
		WARRANT TOTAL		34.43
70385	DISPLAY SALES	HOLIDAY DISPLAYS	PK	665.00
		WARRANT TOTAL		665.00
70386	D.K. SYSTEMS INC.	REPAIR/MAINT-CITY HALL	PK	216.40
		WARRANT TOTAL		216.40
70387	E & E LUMBER	MACHINERY & EQUIPMENT	PD	42.12
		MACHINERY & EQUIPMENT	PD	4.87
		MACHINERY & EQUIPMENT	PD	837.87
		MACHINERY & EQUIPMENT	PD	65.20
		MACHINERY & EQUIPMENT	PD	3.19
		MACHINERY & EQUIPMENT	PD	12.46
		MACHINERY & EQUIPMENT	PD	75.20
		MACHINERY & EQUIPMENT	PD	71.54
		MACHINERY & EQUIPMENT	PD	4.27
		REPAIRS/MT-PARKS SHOP	PK	8.63
		REPAIRS/MT-PARKS SHOP	PK	20.95
		REPAIR/MT-SENIOR CENTER	PK	10.74
		REPAIR/MT-MEMORIAL PARK	PK	12.38
		REPAIR/MT-MEMORIAL PARK	PK	17.81
		REPAIR/MAINTENANCE-EQUIP	ST	39.28
		OPERATING SUPPLIES	ST	20.30
		MAINT OF GENERAL EQUIP	SWR	11.90
		MAINT OF GENERAL EQUIP	SWR	16.26
		OPERATING SUPPLIES	SWR	7.11
		OPERATING SUPPLIES	SAN	51.75
		OPERATING SUPPLIES	SAN	119.28
		SMALL TOOLS & MINOR EQUIP	SAN	81.45
		WARRANT TOTAL		1,534.56
70388	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	483.65

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		483.65
70389	EXCAVATION WEST, LLC	EQUIPMENT RENTAL	SWR	1,189.53
		WARRANT TOTAL		1,189.53
70390	FABER CRANE SERVICES LLC	EQUIPMENT RENTAL	SWR	503.13
		WARRANT TOTAL		503.13
70391	FEI #3007	OPERATING SUP - CITY HALL	PK	2.64
		WARRANT TOTAL		2.64
70392	FRANKLIN CORPORATION (THE)	CONSTRUCTION	F-C	325,365.86
		WARRANT TOTAL		325,365.86
70393	FRONTIER	TELEPHONE	PD	114.86
		TELEPHONE	PD	57.52
		TELEPHONE	PK	86.19
		PUBLIC UTILITIES-CITY HALL	PK	57.44
		TELEPHONE	CEM	1.38
		TELEPHONE	LIB	121.34
		TELEPHONE	SWR	254.59
		TELEPHONE	SAN	52.91
		WARRANT TOTAL		746.23
70394	GARDNER ELECTRONICS	REPAIRS/MAINT-EQUIP	SAN	129.84
		WARRANT TOTAL		129.84
70395	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
70396	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	126.00
		OPERATING SUP - COMM CENTER	PK	210.00
		OPERATING SUP - SENIOR CTR	PK	210.00
		REPAIRS/MT-COMMUNITY CTR	PK	162.00
		REPAIR/MT-SENIOR CENTER	PK	147.00
		REPAIR/MAINT-CITY HALL	PK	168.00
		OPERATING SUPPLIES	SWR	126.00
		WARRANT TOTAL		1,149.00
70397	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	251.24
		MAINT OF PUMPING EQUIP	SWR	174.67
		MAINT OF PUMPING EQUIP	SWR	110.92
		WARRANT TOTAL		536.83
70398	HEDEEN & CADITZ, PLLC	SUPPLIES	ENG	1,200.00
		CONSTRUCTION- METCALF LINE	PWT	43,221.70
		WARRANT TOTAL		44,421.70
70399	HAYDEN, PATRICK	PROFESSIONAL SERVICES	JUD	450.00
		WARRANT TOTAL		450.00
70400	HEPBURN SUPERIOR	LINERS	CEM	583.44

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		583.44
70401	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	244.40
		WARRANT TOTAL		244.40
70402	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	1,056.00
		WARRANT TOTAL		1,056.00
70403	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	30.52
		REPAIRS & MAINTENANCE	PD	75.74
		EQUIPMENT LEASE	FD	75.74
		REPAIRS/MAINT-EQUIP	FD	30.51
		WARRANT TOTAL		212.51
70404	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	19.12
		BOOKS, PERIOD, RECORDS	LIB	17.91
		BOOKS, PERIOD, RECORDS	LIB	19.42
		BOOKS, PERIOD, RECORDS	LIB	102.56
		WARRANT TOTAL		159.01
70405	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	10.93
		OFFICE SUPPLIES	SAN	163.19
		WARRANT TOTAL		174.12
70406	KENNEDY, RALPH	MISC-DUES/SUBSCRIPTIONS	SWR	30.00
		WARRANT TOTAL		30.00
70407	KESSELRING'S	AMMUNITION	PD	3,047.35
		MACHINERY & EQUIPMENT	PD	442.54
		WARRANT TOTAL		3,489.89
70408	KIDS DISCOVER	BOOKS, PERIOD, RECORDS	LIB	35.90
		WARRANT TOTAL		35.90
70409	L N CURTIS & SONS	OPERATING SUPPLIES	FD	301.88
		FIRE TRUCK	FD	344.78
		FIRE TRUCK	FD	204.35
		WARRANT TOTAL		851.01
70410	LEONARD BOUDINOT & SKODJE	CONST-FRUITDALE MCGARIGLE	AST	522.50
		WARRANT TOTAL		522.50
70411	LIFE TEK, INC	PROFESSIONAL SERVICES	FD	59.51
		WARRANT TOTAL		59.51
70412	LOUIS AUTO GLASS	REPAIR/MT-SMALL TOOLS EQUIP PK		102.79
		WARRANT TOTAL		102.79
70413	LOWELL, DAVID D.	PROFESSIONAL SERVICES	JUD	150.00
		WARRANT TOTAL		150.00
70414	MALLORYCO.	FIRE TRUCK	FD	7,537.21

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		7,537.21
70415	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	661.18
		REPAIR/MAINT-STREETS	ST	726.75
		REPAIR/MAINT-STREETS	ST	456.87
		WARRANT TOTAL		1,844.80
70416	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	ST	133.15
		WARRANT TOTAL		133.15
70417	MT. HOOD SOLUTIONS	OPERATING SUPPLIES	FD	260.22
		WARRANT TOTAL		260.22
70418	MUNICIPAL EMERGENCY SVC	FIRE TRUCK	FD	146.26
		WARRANT TOTAL		146.26
70419	NELSON, PATSY	MEALS/TRAVEL	FIN	375.00
		WARRANT TOTAL		375.00
70420	NESHEIM, TERESA	HEALTH CLUB	FIN	45.00
		WARRANT TOTAL		45.00
70421	NEWMAN SIGNS INC	OPERATING SUPPLIES	ST	2,208.30
		WARRANT TOTAL		2,208.30
70422	NEXTEL COMMUNICATIONS	TELEPHONE	PD	361.62
		WARRANT TOTAL		361.62
70423	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	677.51
		REPAIRS/MAINT-EQUIP	FD	65.85
		WARRANT TOTAL		743.36
70424	OASYS	REPAIRS & MAINTENANCE	PD	126.20
		EQUIPMENT LEASE	FD	126.20
		WARRANT TOTAL		252.40
70425	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	25.24
		SUPPLIES	ENG	25.24
		OFF/OPER SUPPS & BOOKS	INSP	25.24
		WARRANT TOTAL		75.72
70426	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	PK	129.82
		OPERATING SUPPLIES	SAN	91.95
		OPERATING SUPPLIES	SAN	223.95
		WARRANT TOTAL		445.72
70427	PACIFIC COMMERCIAL LOCK & KEY	MACHINERY & EQUIPMENT	PD	282.56
		OPERATING SUP - COMM CENTER	PK	94.19
		CONTAINERS	SAN	753.49
		WARRANT TOTAL		1,130.24
70428	PACIFIC POWER BATTERIES	REPAIRS/MAINT-EQUIP	FD	22.52

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	22.52
70429	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO PD	108.16
		REPAIRS/MAINT-EQUIP FD	21.95
		REPAIR/MT-SMALL TOOLS EQUIP PK	22.31
		REPAIR/MT-SMALL TOOLS EQUIP PK	96.19
		REPAIRS/MAINT-EQUIP SAN	684.68
		WARRANT TOTAL	933.29
70430	PARTSMASTER	SMALL TOOLS & MINOR EQUIP SAN	79.90
		WARRANT TOTAL	79.90
70431	PETTY CASH-DEBRA PETERSON	SUPPLIES LIB	50.70
		BOOKS, PERIOD, RECORDS LIB	5.20
		WARRANT TOTAL	55.90
70432	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
70433	POPULAR MECHANICS	BOOKS, PERIOD, RECORDS LIB	28.13
		WARRANT TOTAL	28.13
70434	PRINTWISE, INC.	SUPPLIES JUD	78.99
		SUPPLIES JUD	89.24
		SUPPLIES FIN	278.44
		WARRANT TOTAL	446.67
70435	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES PD	17.40
		PUBLIC UTILITIES FD	73.27
		UTILITIES-RIVERFRONT PK	231.52
		UTILITIES-TRAIN PK	17.40
		UTILITIES-HAMMER SQUARE PK	104.55
		UTILITIES-BINGHAM & MEMORIAL P	35.09
		UTILITIES - OTHER PK	29.05
		PUBLIC UTILITIES-MUSEUM PK	40.84
		PUBLIC UTILITIES-CITY HALL PK	517.55
		PUBLIC UTILITIES CEM	56.66
		PUBLIC UTILITIES ST	32.07
		PUBLIC UTILITIES LIB	35.52
		PUBLIC UTILITIES SWR	282.80
		PUBLIC UTILITIES SAN	35.09
		WARRANT TOTAL	1,508.81
70436	PUGET SOUND ENERGY	PUBLIC UTILITIES PD	35.11
		REPAIRS & MAINTENANCE PD	9.93
		UTILITIES-RIVERFRONT PK	526.75
		UTILITIES-COMMUNITY CTR PK	150.96

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		UTILITIES-SENIOR CENTER PK	385.62
		UTILITIES-TRAIN PK	56.10
		UTILITIES-HAMMER SQUARE PK	253.39
		UTILITIES-BINGHAM & MEMORIAL P	59.87
		UTILITIES - SHOP PK	66.62
		UTILITIES - SHOP PK	21.14
		UTILITIES - OTHER PK	9.93
		PUBLIC UTILITIES-MUSEUM PK	9.93
		PUBLIC UTILITIES-MUSEUM PK	23.10
		PUBLIC UTILITIES-CITY HALL PK	2,551.83
		PUBLIC UTILITIES CEM	53.50
		PUBLIC UTILITIES ST	9.05
		PUBLIC UTILITIES ST	67.97
		PUBLIC UTILITIES ST	80.25
		PUBLIC UTILITIES ST	237.28
		PUBLIC UTILITIES LIB	482.94
		ADVERTISING HOT	40.19
		PUBLIC UTILITIES SWR	9,862.10
		PUBLIC UTILITIES SAN	98.70
		PUBLIC UTILITIES SWTR	72.55
		WARRANT TOTAL	15,164.81
70437	PURCHASE POWER	POSTAGE JUD	340.52
		POSTAGE FIN	317.96
		POSTAGE LGL	5.04
		POSTAGE LGL	5.07
		POSTAGE PLN	39.90
		POSTAGE ENG	33.31
		POSTAGE PD	126.32
		POSTAGE FD	10.30
		POSTAGE INSP	55.67
		POSTAGE CEM	7.13
		POSTAGE SWR	168.21
		POSTAGE SAN	77.63
		OPERATING SUPPLIES SWTR	12.94
		WARRANT TOTAL	1,200.00
70438	REICHHARDT & EBE ENG, INC	IMPROVEMENT-TOWNSHIP LINE SWR	9,181.06
		WARRANT TOTAL	9,181.06
70439	REIMAN PUBLICATIONS	BOOKS, PERIOD, RECORDS LIB	29.98
		WARRANT TOTAL	29.98
70440	RONK BROTHERS, INC.	REPAIR/MAINT-CITY HALL PK	34.08
		REPAIR/MAINT-CITY HALL PK	51.12
		WARRANT TOTAL	85.20
70441	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	203.61
		WARRANT TOTAL	203.61
70442	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINTENANCE CS	14.06
		REPAIRS/MAINT-EQUIP FD	14.89

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIR/MT-SMALL TOOLS EQUIP PK	3.54
		OPERATING SUPPLIES CEM	6.18
		REPAIR/MAINT-EQUIP & BLDG CEM	12.21
		REPAIR/MAINTENANCE-EQUIP ST	6.81
		MAINT OF GENERAL EQUIP SWR	32.16
		MAINT OF GENERAL EQUIP SWR	23.93
		OPERATING SUPPLIES SWR	60.59
		SMALL TOOLS & MINOR EQUIP SAN	15.14
		WARRANT TOTAL	189.51
70443	SEDRO-WOLLEY RIDING CLUB	S-W RIDING CLUB - RODEO HOT	1,000.00
		WARRANT TOTAL	1,000.00
70444	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS FD	8,693.00
		WARRANT TOTAL	8,693.00
70445	SKAGIT 911	CONTRACTED ENHANCED 911 PD	14,104.67
		CONTRACT SVS-CNTRL DISPATCH FD	3,694.98
		WARRANT TOTAL	17,799.65
70446	SKAGIT COUNTY EMS	SUPPLIES & BOOKS FD	165.00
		WARRANT TOTAL	165.00
70447	SKAGIT CO HEALTH DEPT	MISC-DUES/SUBSCRIPTIONS PK	79.00
		WARRANT TOTAL	79.00
70448	SKAGIT COUNTY SHERIFF	PRISONERS PD	8,759.21
		WARRANT TOTAL	8,759.21
70449	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG LGL	126.04
		WARRANT TOTAL	126.04
70450	SKAGIT FARMERS SUPPLY	MACHINERY & EQUIPMENT PD	237.80
		OPERATING SUPPLIES-PROPANE ST	14.82
		WARRANT TOTAL	252.62
70451	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP SAN	676.66
		WARRANT TOTAL	676.66
70452	SKAGIT READY MIX, INC.	MACHINERY & EQUIPMENT PD	655.69
		MACHINERY & EQUIPMENT PD	370.31
		WARRANT TOTAL	1,026.00
70453	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS	37.50
		LEGAL PUBLICATIONS LGS	33.75
		LEGAL PUBLICATIONS LGS	33.75
		ADVERTISING PLN	48.75
		WARRANT TOTAL	153.75
70462	SMITHSONIAN	BOOKS, PERIOD, RECORDS LIB	30.00
		WARRANT TOTAL	30.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70463	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	109.27
		OFFICE/OPERATING SUPPLIES	PD	51.16
		OFFICE/OPERATING SUPPLIES	PD	51.16
		REPAIR/MAINT-COMPUTER	LIB	33.81
		OFFICE SUPPLIES	SWR	166.99
		OPERATING SUPPLIES	SWR	64.88
		WARRANT TOTAL		374.95
70464	TAYLOR, PAUL	RETIRED MEDICAL	PD	67.56
		WARRANT TOTAL		67.56
70465	TASER INTERNATIONAL	MACHINERY & EQUIPMENT	PD	595.10
		WARRANT TOTAL		595.10
70466	TRUE VALUE	OPERATING SUPPLIES	PD	4.18
		OPERATING SUPPLIES	FD	4.32
		OPERATING SUPPLIES	FD	1.59
		OPERATING SUPPLIES	FD	4.59
		OPERATING SUPPLIES	FD	46.83
		OPERATING SUPPLIES	FD	4.75
		OPERATING SUPPLIES	FD	3.90
		OPERATING SUP - PARKS SHOP	PK	8.63
		OPERATING SUP - PARKS SHOP	PK	15.14
		OPERATING SUP - SENIOR CTR	PK	21.43
		OPERATING SUP - CITY HALL	PK	12.52
		REPAIRS/MT-RIVERFRONT	PK	22.26
		REPAIRS/MT-PARKS SHOP	PK	1.94
		REPAIRS/MT-PARKS SHOP	PK	116.83
		REPAIR/MT-SENIOR CENTER	PK	19.06
		REPAIR/MAINT-CITY HALL	PK	36.78
		REPAIR/MAINT-CITY HALL	PK	43.19
		OPERATING SUPPLIES	ST	18.37
		OPERATING SUPPLIES	SWR	8.65
		OPERATING SUPPLIES	SAN	18.91
		WARRANT TOTAL		413.87
70467	TUCKER, WILLIAM L.	OFFICE/OPERATING SUPPLIES	PD	18.26
		TRAVEL	PD	58.86
		MACHINERY & EQUIPMENT	PD	457.15
		MACHINERY & EQUIPMENT	PD	47.59
		WARRANT TOTAL		581.86
70468	UNITED GENERAL HOSPITAL	EMPLOYEE WELLNESS	EXE	195.00
		PRISONERS	PD	2,793.25
		PRISONERS	PD	295.00
		WARRANT TOTAL		3,283.25
70469	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	990.48
		WARRANT TOTAL		990.48
70470	USA BLUE BOOK	OPERATING SUPPLIES	SWR	230.69
		WARRANT TOTAL		230.69

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 10/13/2010 (Printed 10/07/2010 14:44)

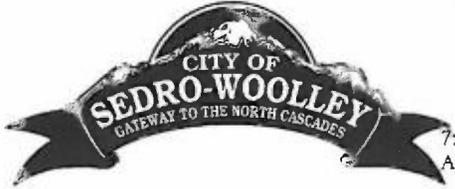
WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70471	VOYA	BOOKS, PERIOD, RECORDS	LIB	114.00
		WARRANT TOTAL		114.00
70472	VALLEY AUTO SUPPLY	REPAIR/MT-SMALL TOOLS EQUIP	PK	82.12
		MAINT OF GENERAL EQUIP	SWR	2.21
		MAINT OF GENERAL EQUIP	SWR	95.68
		SMALL TOOLS & MINOR EQUIP	SWR	24.09
		REPAIRS/MAINT-EQUIP	SAN	52.02
		REPAIRS/MAINT-EQUIP	SAN	19.41
		OPERATING SUPPLIES	SAN	81.67
		OPERATING SUPPLIES	SAN	56.63
		WARRANT TOTAL		413.83
70473	VERIZON WIRELESS	TELEPHONE	FIN	61.89
		TELEPHONE	FIN	52.31
		TELEPHONE	LGL	52.31
		TELEPHONE	IT	52.31
		NEXTEL CELL PHONES		105.05
		TELEPHONE	PD	53.00
		TELEPHONE	PD	559.15
		TELEPHONE	PD	24.57
		TELEPHONE	FD	119.14
		TELEPHONE	FD	145.98
		TELEPHONE	INSP	13.75
		TELEPHONE	PK	125.60
		TELEPHONE	CEM	13.75
		TELEPHONE	ST	76.97
		NEXTEL CELL PHONES		210.44
		NEXTEL CELL PHONES	SAN	195.41
		WARRANT TOTAL		1,861.63
70474	VISION MUNICIPAL SOLUTIONS LLC	PORTABLE EQUIPMENT	SWR	2,373.64
		MACHINERY & EQUIPMENT	SAN	1,132.04
		EQUIPMENT	SWTR	146.07
		WARRANT TOTAL		3,651.75
70475	WALLEY, SHANE	HEALTH CLUB	PK	90.00
		WARRANT TOTAL		90.00
70476	WASHINGTON LIFTRUCK	MAINTENANCE OF VEHICLES	SWR	80.43
		WARRANT TOTAL		80.43
70477	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	72.00
		INTERGOV SVC-GUN PERMITS	PD	129.00
		WARRANT TOTAL		201.00
70478	WA STATE PATROL	RENTAL TELETYPE	PD	660.00
		WARRANT TOTAL		660.00
70479	WA ST DEPT OF GENERAL ADM	PROFESSIONAL SERVICES	PD	50.00
		PROFESSIONAL SERVICES	FD	50.00
		PROFESSIONAL SERVICES	PK	50.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PROFESSIONAL SERVICES SWR	50.00
		PROFESSIONAL SERVICES SAN	50.00
		WARRANT TOTAL	250.00
70480	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	6,636.42
		WARRANT TOTAL	6,636.42
70481	WIDENER AND ASSOCIATES	ENG-SR20 WIDE METCALF-TOWN ART	1,461.60
		CONSTRUCTION F-C	1,120.00
		IMPROVEMENT-TOWNSHIP LINE SWR	1,540.00
		WARRANT TOTAL	4,121.60
70482	WOOD'S LOGGING SUPPLY INC	POSTAGE FD	8.95
		REPAIRS/MT-RIVERFRONT PK	10.81
		OPERATING SUPPLIES CEM	53.23
		OPERATING SUPPLIES ST	27.02
		MAINTENANCE OF LINES SWR	139.96
		MAINTENANCE OF LINES SWR	10.00
		OPERATING SUPPLIES SWR	7.94
		SMALL TOOLS & MINOR EQUIP SWR	55.15
		SAFETY EQUIPMENT SWR	97.37
		OPERATING SUPPLIES SAN	80.05
		WARRANT TOTAL	490.48
70483	HAYES, LEO DBA	DUMPSTER DEPOSIT	72.99
		WARRANT TOTAL	72.99
		RUN TOTAL	748,787.24

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	309,232.79
101	PARK FUND	10,863.69
102	CEMETERY FUND	2,434.82
103	STREET FUND	6,946.19
104	ARTERIAL STREET FUND	1,984.10
105	LIBRARY FUND	1,364.74
108	STADIUM FUND	1,040.19
330	1996 FIRE STATION CONST FUND	326,485.86
332	PWTF SEWER CONSTRUCTION FUND	43,389.57
401	SEWER FUND	35,473.24
412	SOLID WASTE FUND	9,340.49
425	STORMWATER	231.56
TOTAL		748,787.24

CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
10/13/2010 (Printed 10/07/2010 14:44)

DEPARTMENT	AMOUNT
001 000 000	6,636.42
001 000 011	551.27
001 000 012	1,109.73
001 000 013	274.02
001 000 014	1,260.61
001 000 015	190.42
001 000 017	306.28
001 000 018	159.02
001 000 019	405.15
001 000 020	1,656.82
001 000 021	49,507.18
001 000 022	247,029.95
001 000 024	145.92
FUND CURRENT EXPENSE FUND	309,232.79
101 000 076	10,863.69
FUND PARK FUND	10,863.69
102 000 036	2,434.82
FUND CEMETERY FUND	2,434.82
103 000 042	6,946.19
FUND STREET FUND	6,946.19
104 000 042	1,984.10
FUND ARTERIAL STREET FUND	1,984.10
105 000 072	1,364.74
FUND LIBRARY FUND	1,364.74
108 000 019	1,040.19
FUND STADIUM FUND	1,040.19
330 000 082	326,485.86
FUND 1996 FIRE STATION CONST FUND	326,485.86
332 000 082	43,389.57
FUND PWTF SEWER CONSTRUCTION FUND	43,389.57
401 000 035	35,473.24
FUND SEWER FUND	35,473.24
412 000 000	72.99
412 000 037	9,267.50
FUND SOLID WASTE FUND	9,340.49
425 000 039	231.56
FUND STORMWATER	231.56
TOTAL	748,787.24



CITY COUNCIL AGENDA
REGULAR MEETING

OCT 13 2010

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

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

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

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Final Acceptance
Contract 2010-PW-06 SR9 Sanitary Sewer Extension Project
Plats Plus, Inc.**
DATE: September 24, 2010 (for Council review October 13, 2010)
ISSUE Should Council approve final acceptance of the SR-9 Sanitary Sewer Extension Project as constructed by Plats Plus, Inc. of Marysville, WA in the amount of \$120,964.12 (including sales tax)?

BACKGROUND/DISCUSSION

The public works contract for the SR-9 Sanitary Sewer Extension Project with Plats Plus, Inc. of Marysville, WA was executed on June 15, 2010. The work was started on July 12, 2010, with substantial completion on August 2, 2010 and final completion on August 30, 2010.

We have filed Notice of Completion documents with Washington Department of Labor & Industries and Department of Revenue. Once clearance is received from these agencies, retention will be released.

FINANCIAL

Funds for this project were from the Account 401 Cumulative Sewer Reserve, to be reimbursed over time by means of a Special Connection Charge.

ANALYSIS

FINAL COST SUMMARY

Plats Plus construction contract, final	\$120,964.12
Reichhardt & Ebe Construction Engineering, Amendment 1 total	\$ 41,059.56
Widener & Associates construction phase environmental - final	\$ 3,640.00
Miscellaneous Construction costs	\$ 31.78
Subtotal Construction	\$165,695.46
Design & Design Phase Environmental	\$ 62,711.63
TOTAL PROJECT COST	\$228,407.09

PROJECT BUDGET (AT TIME OF BID) \$242,552.20

CHANGE (under budget) \$ 14,145.12

The original design and construction budget based on the Engineer's Estimate was \$432,000, which was the amount used for the initial Special Connection Charge calculation. After favorable bids were received, the construction budget was lowered to \$242,552. One change order was issued during the course of the work for a reduction of \$522.06. Unit quantity reductions and this change order resulted in the final contract coming in \$27,802.22 under the contract amount. Construction management costs increased by \$10,150 over the budget as approved at the September 22, 2010 council meeting. Other costs for environmental review and miscellaneous resulted in a final project cost as noted above. The final cost is \$14,145.12 under the revised budget.

These numbers, plus a 5% administration fee, will be used to determine the final Special Connection Charge for the project, which is the subject of a separate council action.

MOTION:

Move for final acceptance of the SR-9 Sanitary Sewer Extension Project as constructed by Plats Plus, Inc. of Marysville, WA in the amount of \$120,964.12 (including sales tax).

OCT 13 2010

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

FUNDING AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF SEDRO-WOOLLEY

Skagit County, through the Department of Administrative Services (hereinafter referred to as County) and City of Sedro-Woolley (hereinafter referred to as Recipient), for and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370. Future economic development projects require input from the County's Cities and Towns and it is imperative that they remain members of the Economic Development Association of Skagit County. Given the current economic downturn and the constraint it has placed on municipal budgets, it is recognized that this stop-gap funding mechanism will allow Cities and Towns to continue to participate as members.
2. Scope of Work: Recipient will use the funds distributed under this contract pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds as reimbursement for payments made to the Skagit County Economic Development Association for the calendar year 2010.
3. Payment: County will compensate Recipient a maximum of \$2,000, chargeable to GL expenditure code # 342 585024110. Recipient shall submit a statement of work describing the use of funds distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its

application of funds, then Recipient agrees to return such funds to the County upon demand.

5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

6. 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 this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

6.1 The County's representative shall be the Budget and Finance Director:
Trisha Logue
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

6.2 Recipient's representative shall be the Finance Director:
Patsy Nelson
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.

7. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective 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 County, 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 Recipient, 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 County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

8. This Contract shall commence on January 1, 2010 and continue until either party terminates by giving 30 days' notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, or until the County has distributed all funds which it has allocated to the Recipient pursuant to Resolution #R20100083, but in no event shall the contract continue for more than one year from January 1, 2010.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County 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 County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records 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.

12. 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 Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) 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 County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by

the Department of Labor and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

16. 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 the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default

or violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves to right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2010.

City of Sedro-Woolley

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Signature & Title of Signatory
(Date _____)

Sharon D. Dillon, Chair

Print Name

Ron Wesen, Commissioner

Title

Kenneth A. Dahlstedt, Commissioner

Mailing Address:

325 Metcalf Street

Sedro-Woolley, WA 98284

For contracts under \$5000

County Administrator
(Authorization per Resolution #R20030146)

Telephone No. (360) 855-1661
Fed. Tax ID # _____
Contractor Lic. #. _____

Recommended:

Department Head

Budget and Finance Director

Approved as to Indemnification:

Risk Manager

Attest:

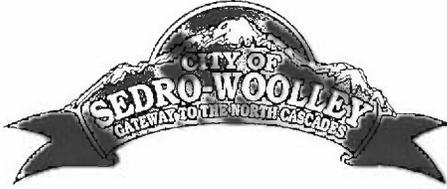
Approved as to Form:

Clerk of the Board

Deputy Prosecuting Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 13 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) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Award of Fuel Bid to Associated Petroleum products of Sedro-Woolley
DATE: October 13, 2010

ISSUE: Should the Council award the retail and delivered bulk fuel bid to Associated Petroleum Products (APP) of Sedro-Woolley for providing nearly all of the City's fuel for a contract period beginning November 1, 2010 and ending October 31, 2015?

BACKGROUND: The State Auditor's Office has requested that the City competitively bid out its fuel purchases to ensure that we are fully compliant with Washington State's competitive purchasing laws. The City's invitation to bid is attached, along with APP's proposal. The invitation was made available on our website, delivered to the companies that we were aware of that met the minimum qualifications and notice was published in the Skagit Valley Herald. APP was the only vender to submit a proposal.

APP is the current vender for most of our fuel and we have been happy with their products, location and service. My recommendation is that we award the contract to APP.

RECOMMENDATION: Motion to award the retail and delivered bulk fuel bid to Associated Petroleum Products (APP) of Sedro-Woolley for a contract period beginning November 1, 2010 and ending October 31, 2015 and to authorize the City Supervisor to sign the contract documents.

CITY OF SEDRO-WOOLLEY



Invitation to Bid

VEHICLE FUEL (RETAIL & DELIVERED BULK) Due Date: September 30, 2010

Bids will be received by the City Supervisor until 2:00 p.m. on September 30, 2010 from fuel suppliers that include both retail fuel stations within a three mile radius of Sedro-Woolley City Hall, to provide premium and regular unleaded fuel, diesel and provide bulk delivered diesel. Stations must be continuously open 24 hours a day. Bids may be mailed to the City of Sedro-Woolley (325 Metcalf Street, Sedro-Woolley, WA 98284), or hand-delivered to Sedro-Woolley City Hall at the same address.

Pre-Bid Conference: There is no pre-bid conference.

The City of Sedro-Woolley reserves the right to reject any or all Bids, waive technicalities or irregularities, and to accept any Proposal if such action is believed to be in the best interest of the City.

Scope and Intent:

This seeks a contract with a fuel supplier that provides both a retail fuel station in the vicinity of Sedro-Woolley City Hall, to provide fuel for City passenger vehicles, public works vehicles and fire trucks, as well as bulk delivered fuel. The City seeks low-grade unleaded regular (87 octane), mid-grade regular unleaded (89 octane), unleaded premium grade (octane 92), clear diesel and dyed diesel. The City anticipates use of this station by approximately 50 vehicles and as much as 20,000 gallons of fuel annually. An estimated 90% of the purchased fuel is at the lowest 87 grade octane with most of the other fuel diesel and dyed diesel. Occasionally, specialty vehicles will require the higher grades, but the bulk of regular fuel is at the lower octane (87).

The City requires an easy-to-use credit card system (*a corporate fuel credit card*) with an automatic card read system available at the pump, so that drivers will not need to approach the sales clerk. Should there be add-on charges for the use of the corporate fuel card, that shall be considered when calculating the low-bid award.

The selected station will be the supplier for certain City emergency vehicles, so an emergency back-up solution is desirable in the event of a power outage. This may be a portable generator or an alternative fueling location. Because this supplier will be the City's primary fuel supplier, an emergency strategic reserve of fuel is required on site, along with the capacity to access that fuel during a power outage. The minimum strategic reserve shall be 2000 gallons of diesel (dyed or clear) and 1000 gallons of gasoline (any grade).

MINIMUM QUALIFICATIONS: Bidders must be licensed to do business in the State of Washington and the City of Sedro-Woolley. The primary station must be open 24 hours a day, continuously. The primary station must be located within a 3-mile radius of Sedro-Woolley City Hall.

Bid Submittal: Bids must be received by the City Supervisor or his designee at City of Sedro-Woolley City Hall on or before **2:00 p.m. on September 30, 2010**. Bids may be mailed or delivered to the following address. The risks associated with the transmission method chosen, are borne by the bidder.

Mail to: City Supervisor Eron Berg, 325 Metcalf Street, Sedro-Woolley WA, 98284

Hand Delivery: same address

Contract Term: The City seeks a 5-year contract for these services. The City may renew with the consent of Council for another 5-year period.

Communications with the City: All communications regarding this Proposal must be directed to the City Supervisor or his designee:

Eron Berg

Phone: 360-855-9922

E-Mail: eberg@ci.sedro-woolley.wa.us

Address: 325 Metcalf Street,
Sedro-Woolley WA 98284

Unless authorized by the City Supervisor, no other City official or employee can speak for the City regarding this Request. The City is not bound by information, clarification, or interpretations from other City officials or employees. Bidders should not contact City officials or employees, other than the City Supervisor or designee. Failure to observe this requirement may be grounds for rejection of the firm's Proposal.

Once bids are received, the City will not allow further communications from bidders regarding the selection process. The City will not accept additional information or inquiries regarding the bid evaluation, unless specifically solicited by the City. Contact with the City following submittal of bid could disqualify the bid, should such efforts by a bidder result in attempts to submit undue information or unduly influence the selection process.

Estimated Award Schedule:

Bids Due:	September 30, 2010
Service Start-Up Date:	November 1, 2010

Responsible Company Criteria: The City shall consider only responsible Proposers, who have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references, and financial stability in determining a responsible Proposer, and any other additional information that will assist the City in determining responsibility, whether specifically provided by the Bidder or otherwise. No contract will be awarded to any owner convicted within the past ten years of a crime that impugns honesty or integrity, or if the Proposer has unsatisfied tax or judgment liens.

Low Bid Evaluation: the City shall award to the low bid that materially meets the specifications in this bid. The low bid shall be determined through a calculation conducted by the City after the bid opening date. This calculation shall consider the discount as applied to historical pricing models for low-grade regular unleaded octane (87), clear diesel and dyed diesel, and any mandatory additional fees (such as credit card use charges which are not avoidable by selecting an alternative card). The calculated result shall determine the apparent low bid award. This shall be then posted by the City on the City web site following City Council award.

In the bid offer, dealers may indicate fuel prices by offering either discount below retail pump-price, or may specify a wholesale mark-up. Since fuel pricing is variable over time, the City will apply this pricing to historical retail prices as part of the low bid calculation. The City will request and compare the price that would have been offered to the City at various historical points in time (with proposed rebates or wholesale mark-ups inclusive) in order to establish comparisons of competitive pricing trends.

Specifications

1. Fuel Requirements: The City has about 50 vehicles that are likely to use this location, and has historically consumed as much as 20,000 gallons of fuel annually. Almost all use is low-grade (87) regular unleaded octane and diesel (clear and dyed). There is some limited need for mid-grade (89) regular unleaded octane and for premium fuel, although this need is not a significant quantity and is for specialty uses and situations only. Delivered fuel is both clear and dyed diesel and the City has used as much as 20,000 gallons annually. **Supplier must provide an approved 1100 gallon double walled fire proof OEM/UL/DOT certified fuel tank at no additional charge for the duration of this agreement.** Additional fuel will be delivered to other city owned tanks including approximately 12 tanks at various generators located at pump stations throughout the city.

2. Locations: The City desires at least one fueling station within a three (3) mile radius of City Hall.

3. Fuel Availability: The City requires 24 hours a day, every day of the year at the pump and delivered fuel within 24 hours of the City's order.

4. Credit Cards: The City requires that the station accepts a credit card to make for easy payment at an automated card reader system at the pump. Data from credit card must be available in an electronic format. The bidder can accept any or all of the following in order to comply with this requirement:

- a Fuel card that carries a fuel-dealer logo
- a Fleet Management card that carries a fuel-dealer logo

It is not necessary to accept/offer both card types. It is only necessary to accept at least one of them. The City will discuss the details of the particular card options with the winning vendor upon award. At least one card choice must allow provision of data to the City in an electronic format. In any event, the City will maintain a separate card for each vehicle, and will utilize those cards to purchase fuel and other services as required.

6. Rebate Calculations (if any): If a rebate is offered to provide competitive pricing, the rebate must be automatically calculated so that it is clearly reflected each month on the monthly statement, and is automatically deducted from the total balance due. The City will not consider programs that require manual processing, invoice handling, or calculations by the City.

7. Excise Tax: The City does not pay federal excise tax on fuel.

8. Monthly Billings: The City expects monthly statements that include the following:

- (1) a total monthly statement for the entire City total due reflecting any rebate value, and
- (2) an accompanying itemized statement for each card (i.e. each vehicle), which should detail the gallons purchased, date purchased, cost per gallon, monthly total, rebate deduction (if any), and total due each month, and possibly the odometer reading, and the details of any bulk fuel purchased.

INSTRUCTIONS TO BIDDERS

1. ACCEPTANCE OF ALL TERMS AND CONTRACT CONDITIONS: Submission of a signed offer also is agreement to all Terms and Conditions, contract requirements and specifications, and all conditions named within these documents. Any exceptions must be noted on the exception sheet.
2. Acceptance of Offer Constitutes a Contract: This ITB including all attachments and addenda, and all promises, warranties, commitments and representations in the quotation of the Bidder who is determined to be the lowest and best, shall be binding on and shall become contractual obligations of the named lowest responsible and responsive Bidder. **An Offer becomes a contract upon the City co-signing the Offer Sheet, with all named specifications, conditions, terms, contract clauses and all related materials included herein and named on the Offer.**
3. OFFER SHEET: Submit bids on the OFFER SHEETS (see pages 9, 10, 11, 12). No other information is necessary with your bid. Failure to submit the four required pages could eliminate the Bid. The Offer shall constitute all the included specifications, terms and conditions, and all requirements named herein, in addition to the price and terms named on the Offer Sheet itself. Acceptance of the lowest responsive and responsible offer by the City shall constitute a contract, once the Offer has been accepted, awarded and signed by the Mayor.
4. RESPONSIBLE BIDDER: The following will be used to evaluate bidder responsibility. The City will accept only responsible bids. Bidders must have the specified insurance by the time of bid, must have a Contractors license if appropriate to the work, must indicate satisfactory business experience. Safety experience, bankruptcy, judgments, references and other issues of integrity shall also be considered. Other factors such as delivery, materials, quality, equipment, and other factors not named, may also be considered to determine responsibility, in accordance with City ordinance.
5. SIGNATURE: the Bidder with the Bidder's usual signature must sign Each Bid in longhand, by an authorized representative of the company submitting the bid. Below the signature, type the name of each person signing. NOTE: If erasures or other changes appear on the Bid forms as submitted each erasure or change must have the initials of the person signing the Bid.
6. INCURRED COSTS: The City of Sedro-Woolley will not be liable in any way for any costs incurred by respondents in replying to this Bid.
7. WITHDRAWAL OF BIDS: Any Bidder may withdraw their Bid, either personally or by written request, at any time prior to the time set for the Bid Opening.
8. ALTERATION OF BIDS: A Bid that is in the possession of the City may be altered by a fax or mail request if it is received prior to the time and date of the Bid opening. Such alterations need to be signed by the person authorized to Bid on behalf of the firm.
9. BUSINESS LICENSE: Vendors who are awarded a City of Sedro-Woolley contract must comply with SWMC 5.04 regarding possession of a City of Sedro-Woolley business license. Vendors may contact the City at 360-855-1661 for additional information and assistance about City business licensing, requirements and forms.

- 10. ADDENDA:** Bidders are responsible for insuring that they have all published addenda prior to bid submittal. The City shall assume that you have received, considered and bid with all addenda known; or the City may reject the bid, at the choice of the City. It is the responsibility of the bidder to assure that they have considered all addendum. Any addendum issued shall be posted on the City Web Site (www.ci.Sedro-Woolley.wa.us) and may also be mailed separately to those known firms. However, it remains the responsibility of the bidder to obtain any addendum issued and to consider the addendum accordingly.
- 11. NONRESPONSIVE BIDS:** Any Bid that does not comply with the Bid schedule or instructions, is not properly signed, supplements or deviates from its Bid requirements or has an incomplete Bid or Proposal Offer sheet when required, may be considered nonresponsive, at the discretion of the City Supervisor.
- 12. REJECTION OF BIDS:** The City of Sedro-Woolley reserves the right to reject any and all Bids and to waive any informalities in the Bids received. The City reserves the right to consider all information, whether submitted or otherwise, to determine responsibility and to reject bids accordingly.
- 13. ALL OR NONE BIDS:** "All or none" Bids will be accepted so long as the item or group of items are clearly identified. Bidders who elect to Bid in this manner thereby represent that they are Bidding solely for the purpose of offering the best possible price to the City and are not trying to prohibit or eliminate competition.
- 14. BID AWARD:** The City may award partial, multiple and/or a complete award, in a manner that attains the best and lowest responsive and responsible award(s) for the City. The City may award parts of the bid to various firms, depending upon whether partial awards will result in the best and lowest award(s). The City will consider the quality of the Bid, compliance to desired specifications, bidding regulations, and advertisement for Bids, and other factors to determine the best price offer. The City reserves the right to utilize various factors to determine the best and lowest responsible Bid, and will consider such factors as the ability to meet all specifications, product quality, the ability to meet City delivery requirements, the experience and qualifications of the Bidders, and any other elements that are identified herein, or otherwise, by the City. A decision to make a **partial award** or a multiple award of this Bid however, are options reserved by the City based on the needs of the City. Such decisions may be made by the City at any point during the Bid process, based on the needs of the City.
- 15. RESPONSIBLE BIDDER:** The City shall consider only responsible Bids. Responsible Bids are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and quality to determine the responsibility of the Bid. No contract will be awarded to a Bidder if any owner for any Bid has been convicted within the past ten years of a crime that impugns honesty or integrity, or if the Bidder has unsatisfied tax or judgment liens. The City reserves the right to use any information, whether supplied through the bid or otherwise obtained, in determining responsibility.
- 16. INTERPRETATION OF BID AND CONTRACT DOCUMENTS:** No oral interpretations will be made to any Bidder as to the meaning of the Bid or contract documents; and any oral communication is not binding upon the City of Sedro-Woolley. Requests for an interpretation shall be made in writing to the City Supervisor (325 Metcalf Street, Sedro-Woolley, WA 98284) at least ten (10) days before the date announced for Bid opening. Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents and when issued will be sent as promptly as is practical to all parties to whom the Bid documents have been issued. All such addenda shall become part of the Bid package.

- 17. EXAMINATION OF BID AND CONTRACT DOCUMENTS:** The submission of a Bid shall constitute an acknowledgment upon which the City of Sedro-Woolley may rely that the Bidder has thoroughly examined and is familiar with the Bid and contract documents (and any work site identified in such documents), reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided herein, and received and considered all Addenda. Failure or neglect of a Bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, work site(s), statutes, regulations, ordinances, or resolutions. A signed purchase order or contract furnished to the successful Bidder results in a binding contract without further action by either party.
- 18. BID PRICE:** The Bid prices provided on the Offer Sheet shall include everything necessary for the prosecution and completion of the contract including, but not limited to, furnishing all materials, equipment, tools, plant, and other facilities and all management, superintendent's, labor and service, except as may be provided otherwise in the contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. Prospective Bidders should indicate in their Bid the address to which payment should be mailed, if such address is different from that shown for the Bidder.
- 19. ERRORS AND OMISSIONS:** The City will not consider a claim of an error in a Bid unless the claim is presented in writing within 24 hours after the Bids are opened. Additionally, the Bidder claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than 48 hours after the Bids are opened.
- 20. MOST FAVORABLE TERMS:** The City reserves the right to make an award without further discussion of the Bid submitted. An exception is that the City may contact Bidders for clarification and to note deficiencies of a portion of the Bid. The City reserves the right to request correction of deficiencies. Therefore, the Bid should be submitted initially on the most favorable terms, which the Bidder can propose. There will be no best and final offer process. The Bidder should be prepared to accept this ITB into a contract resulting from this ITB.
- 21. CLARIFICATIONS:** The City may provide each Bidder with a list of desired clarifications, to assist the City in understanding the Bid. Such actions will be solely and entirely to ensure that the best possible offer is appropriately determined by the City, and to insure the best possible consideration afforded to all concerned.
- 22. PUBLIC INFORMATION:** Bids will be considered public information once the bid is opened.
- 23. PROPRIETARY MATERIAL:** Bidders shall clearly mark any proprietary information with the words "Proprietary Information." Bid Offer Forms and any other Bid Forms can not be declared proprietary. Marking all or nearly all of the Bid materials as proprietary will result in rejection of the Bid.
- 24. NON-COLLUSION:** Submittal of an offer swears that the offer is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Offeror has not induced or solicited others to submit a sham offer, or to refrain from proposing.
- 25. NON-SEGREGATED FACILITIES:** Offers agree that the company does not maintain or provide for employees any segregated facilities, and that the Offeror does not allow employees to perform services at any such facility. Offerors agree that a breach of this shall constitute a contract violation.

26. CORPORATE PRINCIPAL: Offers shall be signed by an individual who is named in the business to have such authority, according to the business governing body and by-laws.

27. PROTESTS: This procedure is available to Bidders who submitted a response to the solicitation document. Interested Bidders may submit a protest to conditions that are stated in this ITB, if protest no later than 3 complete business days prior to Bid submission deadline. Following that date, Bidders that have not indicated a formal protest to the ITB conditions will waive their right to protest such issues. Following notice of the apparent successful Bidder, Bidders are allowed three (3) business days to file a protest of the acquisition with the City Supervisor. Such protests may be regarding issues of award, but all issues regarding the structure of the ITB or anything described within the ITB, must have been previously filed as described above. After the three (3) business day period, Bidders waive the right to protest, and the City will proceed immediately to award. Bidders protesting this procurement must provide a written and signed statement by the protesting party. The protest must state the grounds for the protest with the specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested must also be stated. Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the ITB or City policy.

Upon receipt of protest, the City will hold a protest review. All available facts will be considered and the City will issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event that protest may affect the interest of another Bidder who submitted a Bid, such Bidder will be given an opportunity to submit its view and any relevant information on the protest to the City Supervisor.

The final determination of the protest shall either:

- Find the protest lacking in merit and uphold the City's action; or
- Find only technical or harmless errors in the City acquisition process and determine the City to be in substantial compliance and therefore reject the protest; or
- Find merit in the protest and provide the City options for correction including correcting the errors and re-evaluating the Bids, and/or reissuing the ITB to begin a new process; or make other findings and determine other courses of action as appropriate.

If the City determines that the Protest is without merit, the City will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

OFFER SHEET (page 1 of 4)

Statement of Business Responsibility

Name of Business: ASSOCIATED PETROLEUM PRODUCTS, INC.

Business Address: 700 BORSETH ST, SEDRO-WOOLLEY, WA 98284

Station Location: (primary) 700 BORSETH ST, SEDRO-WOOLLEY, WA 98284

Is this station located within 3 miles of the Sedro-Woolley City Hall? Yes: No:

Is this station open 24 hours a day, 365 days a year? Yes: No:

Other station locations:

Business Classification (check all that apply):

Individual Partnership Corporation Women or Minority Owned:

FID/SSN: 91-1186058

Name of Owner: _____

Licensing: Is the company licensed for doing business in Washington? Yes: No:

Does bidder maintain insurance in amounts specified by the City contract:

Yes: No:

*General Liability insurance of at least \$1,000,000 per occurrence;
\$1,000,000 aggregate, Combined Single Limit (CSL);
Automobile liability of at least \$1,000,000 per accident CSL*

If no, describe differences:

Insurance Broker Name: _____

Insurance Broker Phone: _____

Insurance Broker Fax: _____

Are there claims that are pending against this insurance policy? Yes: No:

If yes, describe: _____

During the past five years, has the contractor been involved in any bond forfeiture, litigation or claims that exceed 10% of the project value? Yes: No:

If yes, please attach an explanation.

Has company been in bankruptcy, reorganization or receivership in the last five years?

Yes: No:

Has company been disqualified by any public agency from participation in public contracts?

Yes: No:

OFFER SHEET (page 2 of 4)

Do you accept: 1) Brand-name issued gas card: NO
 2) Brand Name Fleet Card: YES

Are there additional charges for any of these credit cards? If so, specify:

Card Type	Additional Charges (if any) for use of that card
City-issued BankCard	<u>NO</u>
Brand Name Gas Card	<u>NO</u>
Brand Name Fleet Card	<u>NO</u>

Does your monthly invoice show the rebate automatically, or is a separate annual rebate calculation required? Please Specify.

Card Type	Monthly Invoice Adjustment	Separate Annual Rebate Check
City BakCard	<u>N/A-DISCOUNTS IN INVOICE PRICE</u>	
Brand-Name Gas Card	<u>N/A-DISCOUNTS IN INVOICE PRICE</u>	
Brand-Name Fleet Card	<u>N/A-DISCOUNTS IN INVOICE PRICE</u>	

Can the activity on the account be viewed electronically in some manner (whether through a disk, tape, cartridge, or on-line viewing). Specify Yes or No.

	Specify Yes or No
City-issued BankCard	<u>NO</u>
Brand-Name Gas Card	<u>N/A</u>
Brand-Name Fleet Card	<u>YES</u>

Do you have an automatic card reader system for the credit cards that you accept, so that the driver can utilize the credit card at the pump? Yes No: _____

Does your primary station have some type of a back-up system for emergency? Yes No _____

Do you agree to maintain the required strategic reserve of gasoline and diesel at this station for the exclusive use of the City in the event of a City declared emergency? Yes No _____

OFFER SHEET (page 3 of 4)

Exclude Federal Excise Tax Specify the Rebate or discount pricing structure you are offering the City: This is your formal offer: _____

87 Regular Unleaded	WHOLESALE COST PLUS \$0.10 (AT PUMP)
89 Midgrade Unleaded	WHOLESALE COST PLUS \$0.10 (AT PUMP)
Dyed Diesel	WHOLESALE COST PLUS \$0.13 (GENERATOR)
Clear Diesel	WHOLESALE COST PLUS \$0.12 (DELIVERED)
CLEAR DSL	WHOLESALE COST PLUS \$0.10 (AT PUMP)

In order to calculate the low bid offer, the City will analyze the pricing structure you offer as applied to a historical pricing index. Provide a listing of your pricing history for regular unleaded (87), clear diesel fuel and delivered diesel fuel using the proposed rebate/deductions applied to this historical pricing.

Because the significant and substantial fuel consumption is 87 unleaded octane and diesel, that 87 unleaded octane and diesel are used as the basis for this calculation. After determining what the price would have been on the specified dates, please total the different prices for the various dates onto the bottom of the form. The City will verify that total. Should the total not match the individual prices, the individual prices will prevail and the City will adjust the calculated total accordingly. The City will utilize those totals to determine the low bid.

	AT PUMP Regular Unleaded (87)	AT PUMP Clear Diesel	Delivered Diesel (CLEAR)
January 1, 2010	\$2.6121	\$2.6931	\$2.7143
February 1, 2010	\$2.4103	\$2.4503	\$2.4719
March 1, 2010	\$2.7332	\$2.6303	\$2.6499
April 1, 2010	\$2.7644	\$2.8273	\$2.8474
May 1, 2010	\$2.8870	\$2.9525	\$2.9727
June 1, 2010	\$2.7118	\$2.6378	\$2.6579
July 1, 2010	\$2.7189	\$2.6299	\$2.6500
Total of all prices:	Regular (87) 18.3377	Clear Diesel 18.3201	Delivered Diesel 18.9641

PRICING INCLUDES ALL APPLICABLE FUEL TAXES - FEDERAL EXCISE HAS BEEN EXCLUDED.

OFFER SHEET (page 4 of 4)

Having carefully examined the documents of the solicitation, the instructions, the Contract and General Terms and Conditions, and all related documents, the undersigned proposes to perform all work in strict compliance with the above-named documents, as well as in compliance with any submitted Bid information, for the amount set forth below.

Contractual Commitment of Offer: Submission of this signed offer is signed agreement by the Offeror to all Terms and Conditions, contract requirements, specifications, and all conditions named within these documents. Submission shall be binding on and shall become contractual obligations upon acceptance and signature of the Mayor. Quotations become a contract with all documents a part of that contract, upon the City's co-signing the Offer and the City returning an Accepted Offer to the Bidder.

FIRM NAME: ASSOCIATED PETROLEUM PRODUCTS FID #: 91-1186058

FIRM ADDRESS: 700 BARSETH ST

CITY/STATE/ZIP: SEDRO WOOLLEY, WA 98284

TELEPHONE: 253-627-6179 FAX #: 253-627-3637

E-MAIL ADDRESS: fpupo@associatedpetroleum.com

SIGNATURE: Frank Pupo JR

PLEASE PRINT NAME: FRANK PUPO, JR.

PLEASE PRINT YOUR TITLE: EXECUTIVE V.P. / COO

Offers shall be good and remain valid until the City completes award or rejections of quotes. Any exceptions to this must be noted on the Exception Sheet.

YOUR SIGNATURE CONFIRMS THAT YOUR OFFER CONSIDERS ANY ADDENDUM

Herein contains the signature of the City, accepting and awarding the offer on behalf of the City, constituting a contractual agreement to this offer. The City shall not sign this until the City has accepted this as the winning offer and has made award.	
Mayor or Designee: _____	Date _____
Printed Name: _____	
Date of Council Award Action (if applicable): _____	
Finance Director Signature: _____	Date _____
Date of Award and Acceptance (this date is same as last signature date on this block): _____	

EQUIPMENT PURCHASE ORDER & GENERAL CONTRACT TERMS AND CONDITIONS

These terms and conditions are hereby a part of the conditions agreed to by the Consultant upon Offer.

- 1. Gifts and Gratuities:** Businesses must not offer, nor City employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with city business practices. It is also unlawful for anyone to offer another, to influence or cause them to refrain from submitting a bid. Contractors and City employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including the City Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to City business.
- 2. Applicable Law And Forum:** Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom shall be brought in Skagit County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.
- 3. Alteration/Extra Work:** No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of any order will be effective without prior written consent of City Supervisor. Any extra work (furnishing of materials or equipment and/or the doing of unforeseen work whenever it is deemed necessary or desirable in order to complete fully the work contemplated) shall be performed as directed or agreed upon and will be paid for at unit prices, approved rates or upon a mutually agreed upon lump sum stipulated in the written order authorizing the work. Performance of extra work without prior expressed written consent of the City Supervisor or her designee shall be at the Contractor's sole expense.
- 4. Contract Documents:** The Contract, Special Provisions, Offer, Addendum and General Terms and Conditions shall be a part of and constitute the contract entered into by the City, and the successful Bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter.
- 5. Notice Of Award:** Notice of award shall have been given when the Council authorizes award. If no such authorization is required, the notice of award shall be when the Contract, addressed to the successful Bidder at the address shown in the bid, is deposited in the Post Office in Sedro-Woolley, Washington, unless otherwise noted. The City will also post an award notice on the Web site or provide a written notice to unsuccessful bidders.
- 6. Acceptance of Award:** If any purchase by the City is accepted, or the awarded vendor otherwise begins work, the winning vendor is deemed to have agreed to all these Terms and Conditions. If such work is accepted by the awarded vendor prior to the City receiving a signed contract, the City shall still regard the contract terms and related documents to be in force.
- 7. Licenses, Permits, And Taxes:** The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- 8. Change Orders:** Except as hereafter specifically provided, change orders for material or services effective if issued and authorized in writing by the City Supervisor or his designee. The City reserves the right to add or delete items, agencies or locations, as determined to be in the best interest of the City. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, and with prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the City Supervisor or Buyer. Change orders for material or services will be without effect unless issued and authorized in writing by the City Supervisor.

9. Pricing: Prices shall remain firm as stated in the bid offer for the duration of the Contract. Pricing changes beyond those stated in the bid offer and contract, will require extensive cause including (1) a direct result of pricing increases at the manufacturer's level incurred after contract commencement date; b) can not produce a higher profit margin than that on the original contract; c) clearly identify the items impacted by the increase; d) must be requested at least 60 calendar days in advance of the proposed effective date; e) documentation must be based on United States published indices such as the Producer Price index; (f) be accompanied by documentation acceptable to City sufficient to warrant the increase; g) approved price adjustments shall remain unchanged for at least 12 months thereafter.

During the contract period, any price declines at the manufacture's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

10. Freight: Prices include freight prepaid and allowed. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.

11. Title: Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.

12. Assignment: Neither party to a Contract/Purchase Order may assign any portion of the agreement without the prior consent of the other party.

13. Force Majeure: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason or force majeure, as determined by the City. The term "force majeure" means an occurrence beyond the control of the affected party and not avoidable by reasonable diligence. Force majeure includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. The City reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

14. Termination For Convenience: Either party may terminate this Contract, in whole or in part, by a 90-day written notice to the remaining party.

15. Failure To Perform: Failure of a Bidder to furnish the equipment, supplies, materials, and/or services from a bid which results in a contract award, may eliminate the Bidder from the active bidder's mailing list for the products or services concerned, at the discretion of the City.

16. Indemnification: To the maximum extent permitted by law, the Contractor shall be liable for and shall hold the City harmless from all damages and injuries caused to persons or property arising out of the performance of this Contract. The Contractor agrees to assume the defense of the City and its officers and employees in all legal proceedings or claims with third parties connected with the Contractor's performance under this Contract, to pay all expenses, including reasonable attorney's fees, incurred by the City directly or indirectly on account of such legal proceedings, and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.

17. Personal Liability: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the City of Sedro-Woolley be in any way liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this agreement.

- 18. Cooperative Purchase:** The City of Sedro-Woolley has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington agencies under which either party may make purchases at the other party's accepted bid price. By submitting this offer to City of Sedro-Woolley, the Contractor agrees to make the same bid terms and price, exclusive of freight, available to other Washington governmental agencies. The City of Sedro-Woolley will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of these purchases.
- 19. Patents, Trademarks And Copyrights:** The Vendor warrants that the items to be furnished do not infringe upon any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.
- 20. Liens/Title:** The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.
- 21. Compliance With Laws:** The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.
- 22. Warranties:** The Vendor warrants that items furnished conform to its description and any applicable specifications, shall be of good quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser. The Bidder will submit in writing and detail, the warrantee covering said item(s).
- 23. Uniform Commercial Code:** The Uniform Commercial Code, as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.
- 24. Payments:** The Contractor shall be paid, upon submission of proper invoices, prices stipulated herein for supplies or services that are delivered and accepted (less deductions, if any), as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the amount due on such deliveries so warrants; or if requested by the Contractor. Payment for partial deliveries shall only be made upon receipt of an accurate and adjusted invoice, or a certified receiving report, and/or final installed acceptance. All accounts are paid according to RCW 39.76.020, Section 4C, payment procedures as follows: The City Council approves payments on the second & fourth Wednesday of each month. Payments will be mailed no more than twice a month, according to the current City of Sedro-Woolley payable schedule.
- 25. Invoices:** Invoices must be submitted in two copies, supported by a delivery ticket/receipt, and contain the following minimum information: (1) purchase order/contract number; (2) item number, quantity and description; (3) unit and extended prices; and (4) shipping charges when applicable. Mail invoices to: Accounts Payable, 325 Metcalf St., Sedro-Woolley, WA 98284.
- 26. Discounts:** The cash discount period on invoices shall commence on the latter of the date on which the correctly completed vouchers or shipments are received/accepted by the City of Sedro-Woolley. If an adjustment or damage occurs on a shipment subject to cash discount, a discount will be taken effective on the date final approval for payment is authorized.
- 27. Approvals:** Materials purchased are subject to the approval of the City of Sedro-Woolley and if rejected are held subject to the Vendor's risk and expenses incurred for its return as approved by the City Supervisor.
- 28. Bond Requirement:** Payment and Performance Bonds, when required, will be made in accordance with the forms prepared by the City and incorporated herein.
- 29. Nondiscrimination:** In all hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for

employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates, pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

- 30. Equal Opportunity:** "The Equal Opportunity Clause" in Section 301 of Executive Order 10925 as amended, and the implementing Rules and Regulations, are herein incorporated by reference.
- 31. OSHA/WISHA:** The Contractor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and the standards and regulations issued thereunder, and certifies that all items furnished and purchased under the order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless Purchaser from damages assessed against Purchaser as a result of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
- 32. Shipping Instructions:** Unless otherwise specified, please ship, prepaid via cheapest common carrier f.o.b., destination. Unit cost of items f.o.b., Sedro-Woolley, shall not include sales tax or cost of freight. Freight charges will be added as a separate item but shall not include sales tax in the freight charge. Sales tax shall be added to the invoice as a separate charge.
- 33. Taxes:** Prices quoted shall show as a separate entry the total Bid amount before WASHINGTON STATE SALES TAX is applied. City of Sedro-Woolley reserves the right to remit sales tax at the Sedro-Woolley rate directly to Washington State Department of Revenue. EXCLUDE Federal Excise Tax and supply exemption certificate when necessary.
- 34. Hazardous Chemicals:** The City of Sedro-Woolley in compliance with WAC 296-62-054 through WAC 296-62-05425, requires each shipment of hazardous chemicals to be accompanied by a material safety data sheet.
- 35. Debarment:** Vendor warrants and represents that it is not on any state or federal debarment list.
- 36. Hold Harmless:** The Contractor shall hold the City and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Contractor, its agents or employees pursuant to the Agreement, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the City, the Contractor shall pay the same.

- 37. Ownership Of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.
- 38. Emergency Work:** The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays, unless such work is ordered and approved by the City Supervisor or Mayor or is otherwise required under condition #41, below.
- 39. Guarantee:** The Contractor hereby guarantees that all of the work, materials or equipment furnished by him/her under this agreement will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications.
- 40. Workers Right to Know:** The Department of Labor and Industries are required by law to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires (among other things) that all manufacturers/distributors of hazardous substances, including any of the items so listed on this RFP, RFQ, ITB or contract bid and subsequent award, must include with each delivery completed MSDS (Material Safety Data Sheets) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: (1) The identify of the hazardous material; (2) appropriate hazardous warnings; and (3) Name and address of the chemical manufacturer, importer or responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement, unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
- 41. Emergency and Disasters:** The following shall be in effect during major emergencies or disasters when the City activates its Emergency Operations Center or otherwise provides verbal notice. Seller acknowledges that the City is procuring such goods/services for the benefit of the public. Seller agrees, in support of public good purposes, to consider the City as the customer of first priority and shall make its best effort to provide the City requested goods/services in as timely a manner as practicable. Seller and the City agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities or combinations of above. The seller understands and agrees to provide the City, upon City request, such goods/services at such times as the City determines. In the event the Seller is unable to meet the delivery requirements due to circumstances beyond the reasonable control of the Seller, Seller agrees to make such delivery as soon as practicable. If Seller is prevented from making delivery to the requested location due to circumstance beyond its reasonable control, Seller shall immediately assist the City in whatever reasonable manner to gain access to such goods/services. In the event Seller is unable to provide goods/services as requested by the City, the Seller may offer limited substitutions for City consideration and shall provide substitutions with prior approval from the City. Seller agrees to charge the City the price determined in this contract. If no price has been determined, it shall charge the City a price that is normally charged for such goods/services. In the event that the City request results in the Seller incurring unavoidable additional costs that cause the Seller to increase prices in order

to obtain a fair rate of return, seller shall charge the City a price not to exceed the cost/profit formula found in the contract.

- 42. Scope of Work:** Contractor shall provide all supplies, equipment and services described in the text of this instrument, including all attachments, which are incorporated herein by this reference. These attachments include: *Contract, General Terms and Conditions, Scope of Work/Specifications, Offer, and ITB*. These documents specify the working relationship between the City and the Contractor, and specific obligations of both parties.
- 43. Compensation:** The City promises and agrees to employ, and does employ, the Contractor to provide the Supplies or equipment provided for in this Agreement, according to the attachments contained herein. The City agrees to pay the Contractor according to the payment schedule attached herein; said payment schedule includes any applicable sales or use tax.
- 44. Relationship between City and Contractor:** Contractor shall at all times be an independent contractor and not an agent or representative of Sedro-Woolley with regard to performance of this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of Sedro-Woolley. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of Sedro-Woolley.
- 45. Release, Indemnities, and Hold Harmless:** Subject to the limitations set forth below, Contractor releases and shall defend, indemnify, and hold harmless the City from and against all claims, cost liabilities, damages and expenses, (including but not limited to, reasonable attorney fees) arising directly out of or in connection with any fault, negligence, strict liability or product liability of Contractor in connection with this Agreement; any lien asserted upon any property of Sedro-Woolley in connection with the Agreement; any failure of Contractor, or the Agreement to comply with any applicable law, ordinance, rule, regulation, order, license, permit or other requirement, now or hereafter in effect; any breach or default under this Agreement by the Contractor. As permitted by applicable law, this section shall apply. However, this section shall not require Contractor to indemnify Sedro-Woolley against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of the City. Further, in the case of concurrent negligence of Contractor on the one hand and Sedro-Woolley on the other hand, Contractor shall be required to indemnify the City only to the extent of the negligence of the Contractor. Contractor releases and shall defend, indemnify, and hold harmless Sedro-Woolley from and against all claims, cost, liabilities, damages, expenses (including but not limited to reasonable attorney fees) and royalties based upon any actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other intellectual property right, Contractor shall either (a) procure for Sedro-Woolley the right to such, or (b) modify the agreement so that they no longer infringe or misappropriate any such right.
- 46. Attorney's Fees:** The prevailing party in any action shall be entitled to reasonable attorney's fees and court costs.
- 47. Performance By Contractor:** Contractor shall not delegate or subcontract performance of any portion of this Contract to any other person or entity without the prior written consent of Sedro-Woolley.
- 48. Inspection: Examination of Records:** The Agreement shall, at all times, be subject to inspection by and with the approval of Sedro-Woolley, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Agreement, notwithstanding the City's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall promptly furnish Sedro-Woolley with such information related in the Agreement as may be requested by the City. Until the expiration of three (3) years after final payment of the compensation payable under this

Agreement, Contractor shall provide the City access to all of Contractor's books, documents, papers and records that are related to the Agreement.

49. Proprietary and Confidential Information: Contractor shall not, without the prior written consent of Sedro-Woolley, disclose to third parties any information received in connection with the Agreement unless: (a) the information is known to Contractor prior to receiving the same directly or indirectly in connection with the Services; the information is in the public domain at the time of disclosure by Contractor; or (c) the information is received by Contractor from a third party who does not have an obligation to keep the same confidential.

50. Insurance: Upon Sedro-Woolley's request, Contractor shall furnish Sedro-Woolley with evidence of insurance.

51. Liability & Property Damage Insurance: the Contractor shall procure and maintain during the life of this Contract and during performance of these services, Commercial General Liability, and Automobile Liability Insurance, to protect the City and the Consultant from and against all claims, damages, losses and expenses arising out or resulting from the performance of these services, as detailed herein, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW Chapter 48. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

1. The insurance policies shall include the City as Additional Named Insured on a Primary Basis without limitation, and shall include others if required by the Contract documents.
2. A Certificate of Insurance and a separate page showing the Additional Named Insured Endorsement, shall be filed with the City upon request by the City after award but prior to execution of the contract, for a primary policy of commercial general liability insurance, meeting the requirements set forth herein. This Certificate shall be subject to approval by the City as to company, terms and coverage. Failure of the contractor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the Contract and of any and all obligations regarding the same.
3. Should the documents be requested by the City, the Certificate of Insurance and accompanying Additional Named Insured Endorsement, shall have the following typed under the description field:
Contract Title
Contract Number
4. The Contractor shall not begin work under this Contract until all required insurance has been obtained, nor shall any subcontractor to commence work until insurance requirements have been complied with. Said insurance shall provide coverage to the Contractor, any subcontractor performing work provided by this Contract, and the City. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Consultant or the subcontract, or by anyone directly or indirectly involved or employed by either of them.
5. Approval of the insurance by the City shall not relieve or decrease the liability of the Consultant for any damages arising from Consultant's performance of the Work.

6. Insurance shall provide, at a minimum, the types of Insurance coverage, liability limits and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage's listed below shall protect the Consultant and the City from claims for damages of bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this Contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the Consultant's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

Commercial General Bodily injury and Property Damage Insurance and shall include:

- Premises & Operations;
- Owners and Contractors Protective;
- Products Liability including completed Operations Coverage;
- Contractual Liability;
- Broad Form Property Damage;
- Commercial Form (to include Extended Bodily Injury)
- Employees as Additional Insured;
- Explosion, Collapse & Underground Hazard;
- Independent Contractors;
- Personal Injury;
- Stop Gap;
- Cross Liability Clause.

Umbrella Liability Insurance in the amounts specified.

Automobile Bodily Injury and Property Damage Insurance sufficient to cover any driving that is directly required for the performance of the stated work.

7. Liability Limits:

General Liability (Commercial General Liability Insurance) shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate;

Umbrella Liability Insurance shall be written on a following form basis with limits of, in no case less than, \$2,000,000.

Automobile Insurance shall be at the level approved by the City.

8. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from operations under this Contract.
9. The coverage's provided by the General Liability and the Automobile Liability are primary to any insurance maintained by the City.
10. The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects to any claims, suit or judgement made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability

beyond the amount or amounts for which the company would have been liable had only one insured been named.

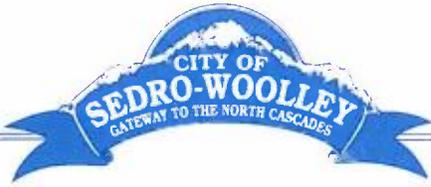
11. The Certificate of Insurance (ACCORD Form 25-S) cancellation clause shall be amended as follows:

Should any of the above described policies be cancelled, changed or reduced in coverage before the expiration date, the issue company will mail 30 day written notice through certified mail, to the certificate holder named at the left.

12. There shall be included in the general liability insurance contractual coverage sufficiently broad to insure the provisions of that Section herein entitled "Hold Harmless Clause."
13. Such insurance shall be maintained as required above, and any additional coverage's and limits as the City may from time to time specify to protect the City, its successor and assigns from any claims, losses harm, costs, liabilities, damages, and expenses (including but not limited to reasonable attorney's fees) that may arise out of any property damage, bodily injury (including death) or professional liability elated to the services performed.
14. Failure to comply with provisions contained herein shall not waive the responsibility of the Consultant to provide the required protection.

OCT 13 2010

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



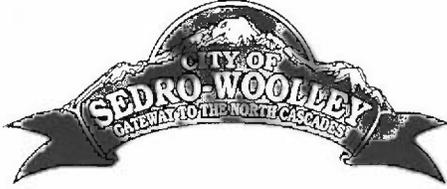
SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

PUBLIC
HEARING(S)

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 13 2010



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

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: N. Township Sewer Connection Fee
DATE: October 13, 2010

ISSUE: Should the Council adopt the attached ordinance that creates a special connection fee for properties served by the new sewer main on N. Township Street?

BACKGROUND: **This is a second reading/second public hearing.** This ordinance is presented to establish a special connection fee for a limited area served by new sewer infrastructure. It will operate the same as the Cook/Trail Special Connection Area created in 2004, the Reed Street Special Connection Area created in 1995 and the Fruitdale Special Connection Area created earlier this year. In each of those areas, users who connect to the sewer system pay a charge in addition to the standard connection fee.

A map showing the benefitted properties on North Township Street is attached to this ordinance, as well as a legal description for those properties. Mark used that area to calculate future growth and with that determined that the cost of this connection fee is \$725.00 per ERU. This number is the total cost of the project divided by the estimated future build-out in the area served by the new infrastructure.

RECOMMENDATION: Following the second public hearing: Motion to adopt the attached ordinance _____-10 an ordinance that establishes a utility connection fee for properties served by the new sewer main on North Township Street.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A UTILITY CONNECTION FEE PURSUANT TO RCW 35.92.025 FOR REAL PROPERTY BENEFITED BY A SANITARY SEWER MAIN ON NORTH TOWNSHIP STREET

Whereas, the City Council of the City of Sedro-Woolley conducted a public hearing on April 28, 2010 to consider testimony from the public regarding the advantages and disadvantages of establishing a special connection charge pursuant to RCW 35.92.025, and

Whereas, the City provided notice of the public hearing in the newspaper of record and by mailing to property owners within the special connection area, and

Whereas, the City Council considered the testimony of both the citizens and the expert opinion of the Public Works Director/City Engineer, and

Whereas, the City Council finds that the North Township Street area described in the attached Exhibit A and depicted in the attached Exhibit B, is directly benefitted by the sanitary sewer main, and that a special connection charge for the cost of this main is appropriate, and

Whereas, it is not appropriate for the cost of this infrastructure to be added to the cost of the connection fee for prior improvements, to be borne by all users, and

Whereas, the City Council finds that a special connection charge which is designed to recoup the actual cost of construction of the sewer line and associated improvements, but not to exceed this cost is appropriate, and

Whereas, the City Council finds that the Public Works Director/City Engineer has determined that, based upon a reasonable build-out density using the current underlying zoning of benefitted property with an adjustment for coverage area, the net cost per lot for these improvements is \$725.00, and

Whereas, the Public Works Director/City Engineer's stamped analysis is attached to this ordinance as Exhibit C, and

Whereas, the City Council finds that it is in the public interest and welfare to extend sanitary sewer to North Township Street from Alderwood to the City's limits, and that the residents thereof should pay the cost of these improvements, now therefore,

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

Section 1. A new section shall be added to Title 13 of the Sedro-Woolley Municipal Code as follows:

SWMC 13._____._____: Utility Connection Fee – N. Township Street

A. Residential User Connection Fee. In addition to all other charges and fees assessed by ordinance or statute, and not in lieu thereof, the owner or owners of any lot or parcel within that real property legally described on Exhibit A and illustrated on the map attached as Exhibit B set out at the end of this section, and any real property aggregated thereto and any subdivision thereof, which is served by the N. Township Street sanitary sewer main, shall pay a special connection fee in the sum of seven hundred twenty five dollars for each residential dwelling unit connected to the sanitary sewer.

B. Nonresidential User Connection Fee. In addition to all other charges and fees assessed by ordinance or statute, and not in lieu thereof, the owner or owners of any lot or parcel within that real property legally described on Exhibit A and illustrated on the map attached as Exhibit B set out at the end of this section, and any real property aggregated thereto and any subdivision thereof, which is served by the N. Township Street sanitary sewer main, shall pay a special connection fee for each nonresidential structure or nonresidential use connected to the sanitary sewer in the sum of seven hundred twenty five dollars for each equivalent residential unit (“ERU”). Each nonresidential sewer connection or use shall be deemed equivalent to at least a minimum of one ERU. The number of ERUs shall be determined by the superintendent, whose determination shall be final.

C. Time of payment. The special connection fee shall be due at the time of application for a building permit, if for a new structure, or at time actual connection or connection permit application, if for an existing structure.

D. Lien. If not paid when due, the special connection fee established by this section shall constitute a lien on the lot or parcel, and may be foreclosed in the manner provided by law.

E. Remedies. In the event that the owner or owners fail to pay the special connection fee established by this section, the city may, in addition to all other remedies provided by law or ordinance, seek a money judgment from the owner or owners, foreclose the lien as provided by law, terminate sewer service to the lot or parcel, or seek injunctive or equitable relief. The remedies herein provided are cumulative, and not exclusive.

F. Definitions. For purposes of this section, the following definitions shall apply:

“Equivalent residential unit (ERU)” means a common measure for all types of users to put them on an equivalent basis with a single family residential user. One ERU is equal to seven hundred fifty cubic feet of water consumption per month.

“Owner or owners” means fee owner, purchaser subject to a deed of trust or mortgage, or purchaser under a real estate contract. One who is a tenant, renter, lessee or holder of an option or right to purchase shall not be considered an owner.

“Residential dwelling unit” means a single family residence, an individual apartment unit in an apartment building, an individual dwelling unit in a duplex or multifamily residential structure, and a mobile home space or pad in a mobile home park

Section 2. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 3. This ordinance shall be recorded in the office of the Skagit County Auditor.

Section 4. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2010, and signed in authentication of its passage this ____ day of _____, 2010.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Filed with the City Clerk:	April 22, 2010
Public Hearing:	April 28, 2010
First Reading:	April 28, 2010
Second Public Hearing:	October 13, 2010
Second Reading:	October 13, 2010
Passed by the City Council:	
Signed by the Mayor:	
Date of Publication:	
Recorded with County Auditor:	

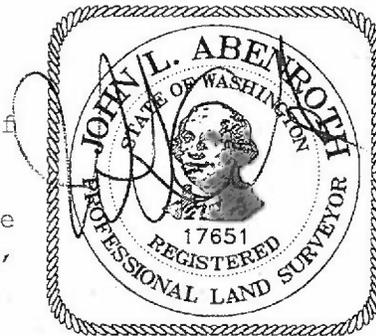


806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

LEGAL DESCRIPTION
FOR
CITY OF SEDRO-WOOLLEY
OF
NORTH TOWNSHIP SEWER
SPECIAL CONNECTION CHARGE AREA

October 7, 2010

Beginning at the southeast corner of the northeast quarter of the northeast quarter of Section 13, Township 35 North, Range 4 East, W.M.; thence N 87°37'56" W along the south line of said subdivision, a distance of 1333.40 feet to the southwest corner of Short Plat No. SW-01-79 filed under Auditor's File Number 7905010019, records of Skagit County, Washington; thence N 00°20'43" W along the west line of said short plat, a distance of 649.46 feet to the northwest corner thereof; thence S 88°08'57" E along the north line of said short plat, a distance of 1298.48 feet to the west line of North Township Street; thence N 00°43'25" W along said west line, a distance of 345.90 feet to it's intersection with the westerly extension of the south line of the north 315 feet of Government Lot 1, Section 18, Township 35 North, Range 5 East, W.M.; thence S 89°29'35" E along the south line of said north 315 feet, a distance of 1046.20 feet to the east line of said Government Lot 1; thence N 00°37'47" W along the east line of said Government Lot 1, a distance of 315.06 feet to the northeast corner thereof; thence S 89°29'35" E along the north line of the northeast quarter of the northwest quarter of said Section 18, a distance of 677.80 feet to the northeast corner of the west half of the northeast quarter of the northwest quarter of said Section 18; thence S 00°19'45" E along the east line of said west half, a distance of 1351.31 feet to the south line of the north 30 feet of the southeast quarter of the northwest quarter of said Section 18; thence N 89°33'26" W along the south line of said north 30 feet, a distance of 670.70 feet to the west line of said southeast quarter of the northwest quarter; thence S 00°37'47" E along the east line of Government Lot 2 of said Section 18, a distance of 251.97 feet to the centerline of the Puget Sound Energy transmission line easement; thence N 55°26'50" W along said



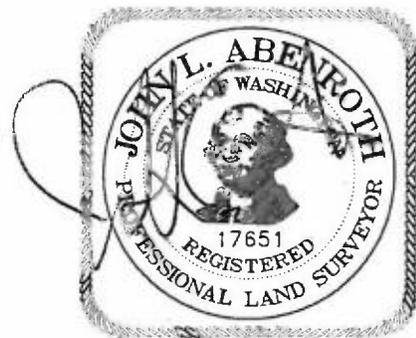
10/7/10



806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

centerline, a distance of 97.96 feet to the southeast corner of Lot 11 of the Plat of Alder Ridge Div. 1 as shown on the plat thereof filed under Auditor's File No. 8101050022, records of Skagit County; thence N 00°37'47" W along the east line of said Lot 11, a distance of 172.35 feet to the northeast corner thereof; thence N 89°33'26" W along the north line of said Plat of Alder Ridge Div. 1, a distance of 934.35 feet to the west line of said Section 18; thence N 00°43'25" W, a distance of 54.69 feet to the point of beginning of this description.

Containing 2,887,695 Square Feet or 66.29 Acres.

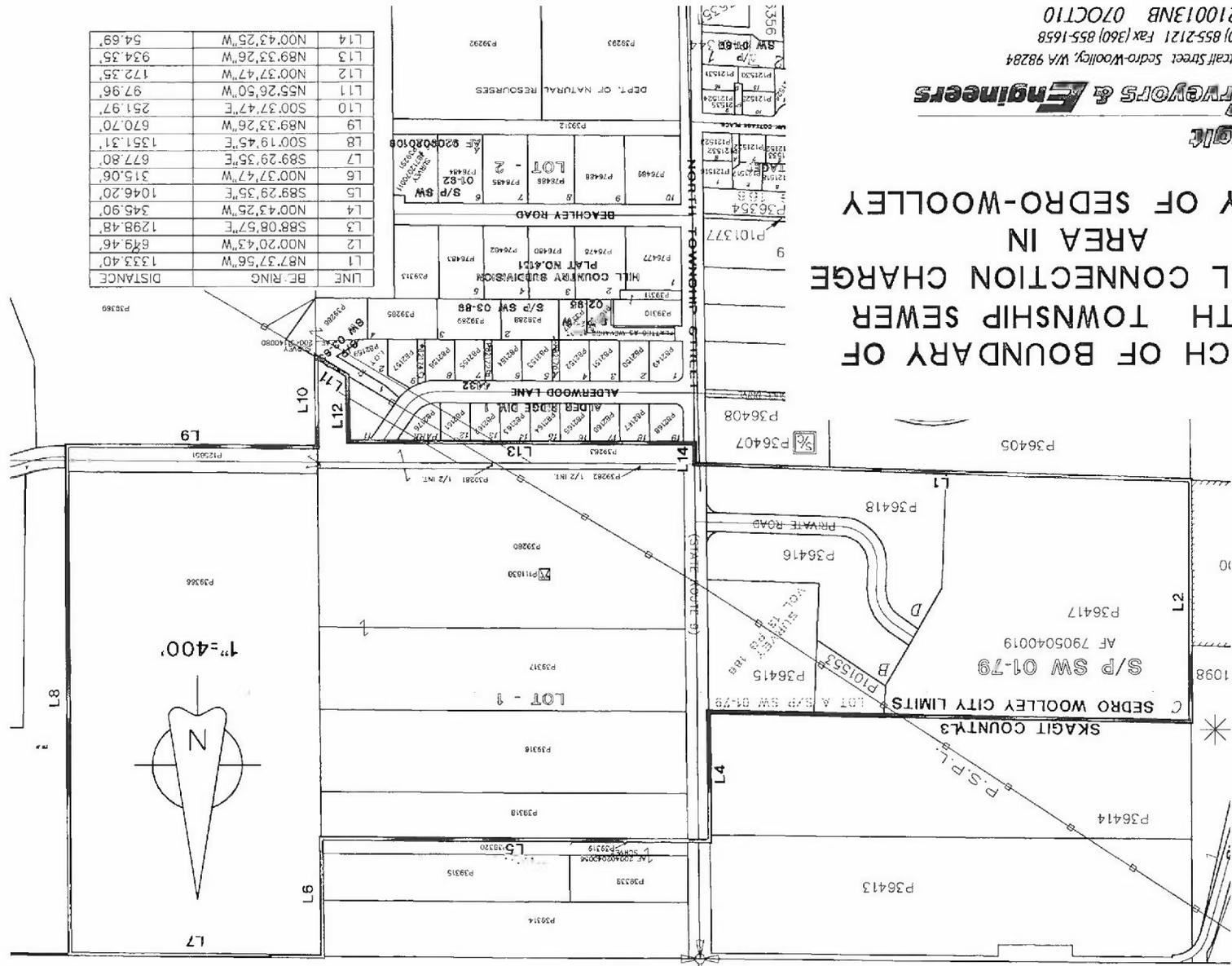


10/7/10

SKETCH OF BOUNDARY OF NORTH TOWNSHIP SEWER SPECIAL CONNECTION CHARGE AREA IN CITY OF SEDRO-WOLLEY



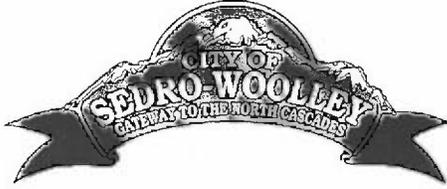
Woolley & Engineers
 806 Metcalf Street Sedro-Woolley, WA 98284
 (360) 855-2121 Fax (360) 855-1658
 JN210013NB 07OCT10



LINE	BEARING	DISTANCE
L1	N87.37.56"W	133.40'
L2	N00.20.43"W	879.46'
L3	S88.08.57"E	1298.48'
L4	N00.43.25"W	345.90'
L5	S89.29.35"E	1046.20'
L6	N00.37.47"W	315.06'
L7	S89.29.35"E	677.80'
L8	S00.19.45"E	1351.31'
L9	N89.33.26"W	670.70'
L10	S00.37.47"E	251.97'
L11	N55.26.50"W	97.96'
L12	N00.37.47"W	172.35'
L13	N89.33.26"W	934.35'
L14	N00.43.25"W	54.69'

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 13 2010



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Transfer of Fire Truck to the Town of Concrete
DATE: October 13, 2010

ISSUE: Should the Council approve Resolution _____-10 which transfers SWFD Truck 5513 to Concrete and also approves the attached interlocal agreement regarding future shared use of that truck?

BACKGROUND: Engine 5513 is a 1991 Darley/Spartan pumper that is being replaced next week by a new apparatus. The SWFD would like to maintain access to 5513 for back up and training purposes but expects to use the truck very infrequently. Therefore, we are interested in transferring it to the Town of Concrete for use as CFD's front line engine. Resolution _____-10 declares the truck surplus and transfers it to Concrete for no charge. It also approves the attached draft agreement which allows the SWFD access to use the truck for back up and training purposes.

RECOMMENDATION: Following a public hearing on the surplus and intergovernmental transfer, Motion to approve Resolution _____-10 which transfers the truck to the Town of Concrete and approves the attached interlocal agreement with the Town of Concrete for shared use of a fire truck.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION

WHEREAS, the City has purchased the property and/or equipment identified herein; and

WHEREAS, the property and/or equipment identified is surplus to the needs of the City; and

WHEREAS, the City desires to donate one or more items of property and/or equipment via an intergovernmental transfer to the Town of Concrete; and

WHEREAS, the City Council has held a public hearing consistent with RCW 39.33.020 to take testimony regarding the proposed intergovernmental transfer; now, therefore,

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

Section 1. The City Council does hereby declare the following to be surplus:

VIN	Year	Make	Model
4S7PT9SO4LC002987	1991	Darley	Spartan pumper

Section 2. The Mayor and Fire Chief are authorized to transfer ownership of the 1991 Darley to the Town of Concrete and execute any necessary paperwork to effectuate the transfer.

Section 3. The Mayor is authorized to execute the attached interlocal agreement with the Town of Concrete which allows the City's fire department access to this truck as a back-up training apparatus, subject to the terms and conditions of the agreement.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 13th day of October, 2010

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

INTERLOCAL AGREEMENT BETWEEN CITY OF SEDRO-WOOLLEY AND TOWN OF CONCRETE

This Agreement is entered into between the City of Sedro-Woolley (City) and the Town of Concrete (Town) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

I. PURPOSE

The purpose of this Agreement is to provide shared use of a fire truck for the benefit of the citizens of the City of Sedro-Woolley and the citizens of the Town of Concrete. The fire truck is a 1991, Darley/Spartan pumper, VIN No. 4S7PT9S04LC002987.

II. SERVICES

The City is surplussing this truck and desires to retain access to this truck as a back up training and emergency apparatus. As a training/back-up emergency apparatus, the City anticipates minimal use and therefore desires to keep the truck maintained and in useful condition by transferring ownership of it to the Town of Concrete for use as a Concrete Fire Department front line apparatus or for whatever use the Town may desire. In the event the City desires to use the truck for training purposes, the City agrees to give the Town a minimum of seven (7) days notice prior to any requested use of the vehicle for training purposes. In the event the City needs to use the truck for emergency use, it will be available as per the Countywide Mutual Aid agreement.

The City hereby transfers all right title and interest in and to the apparatus to the Town. The Town is fully responsible for insurance, maintenance, possession, and ownership in all respects except for the reservation of the right to use the apparatus by the City for training purposes as set forth above.

III. COMPENSATION

Other than the mutual promises exchanged herein, which constitute good and valuable consideration, no compensation shall be paid by virtue of entering into this agreement. The City will not be responsible for any costs associated with the truck other than those costs caused by the City's use of the truck for training purposes.

IV. INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of their officials, officers, agents, or

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY
AND THE TOWN OF CONCRETE

employees to the fullest extent required by law. Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under this Agreement. It is further provided that no liability shall attach to either the City or the Town by reason of entering into this Agreement except as expressly provided herein.

If such claims are caused by or result from the concurrent negligence of the City, or its agents, employees, and/or officers, and the Town, or its agents, employees, and/or officers, then these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the indemnifying party; provided that nothing herein shall require either party to hold harmless or defend the other party or the other party's agents, employees and/or officers from any claims arising from the sole negligence of the other party, or its agents, employees, and/or officers.

V. AMENDMENT

The parties may mutually waive, amend, or modify parts of this Agreement. Such amendments, changes, modifications, or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

VI. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Skagit.

VII. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

VIII. INTEGRATION CLAUSE

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this

Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties.

IX. TERM AND TERMINATION

The term of this agreement shall be from the date hereof, and shall extend until terminated. Any party hereto may terminate this Agreement upon at least ninety (90) days advance written notice to the other parties.

A. ANNUAL CONSULTATION

The parties agree to review the operation of this Agreement annually or as needed.

X. PROPERTY AND EQUIPMENT

No fixed assets or personal or real property will be jointly or cooperatively acquired, held or disposed of pursuant to this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner:

The parties will each individually appoint one member to a dispute board. The dispute board will evaluate the dispute and make a determination of the dispute. The determination of the dispute board will be final and binding on the parties hereto.

XII. FILING

This Agreement will be filed with the City, the Town, and with the Skagit County Auditor.

XIII. NOTICES

All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Attn: City Supervisor

To Town of Concrete
45672 Main Street
Concrete, WA 98237
Attn: Mayor

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices 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.

XIV. EFFECTIVE DATE

This Agreement will take effect when executed by the parties.

Dated this ____ day of _____, 2010.

CITY OF SEDRO-WOOLLEY

TOWN OF CONCRETE

MAYOR MIKE ANDERSON

MAYOR JUDD WILSON

ATTEST:

ATTEST:

PATSY NELSON, FINANCE DIRECTOR

ANDREA FICHTER, CLERK-TREASURER

APPROVED AS TO FORM:

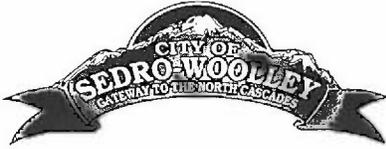
APPROVED AS TO FORM:

ERON BERG, City Supervisor/Attorney

Town Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY
AND THE TOWN OF CONCRETE

UNFINISHED
BUSINESS



CITY COUNCIL AGENDA
REGULAR MEETING

OCT 13 2010

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

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

MEMO:

To: City Council
Mayor Anderson

From: Jack Moore 
Planning Director/ Building Official

Date: October 13, 2010

Subject: Land use permit and application economic hardship extensions (2nd read)

ISSUE

Should the City Council adopt the attached ordinance to allow extensions to expiration timeframes for certain land use permits and applications due to the current economic climate?

PROJECT DESCRIPTION / HISTORY

The economy has suffered a downturn which has created economic hardships and tightening of credit markets resulting in situations where developers and property owners are unable to commence or complete projects in a timely manner.

The Planning Department met with the City Council Planning Committee on July 14 to present the concept of granting extensions for projects that have received approvals but where the applicant has been unable to proceed due to problems securing financing. The Committee recommended that a specific proposal be brought to the City Council for consideration.

The City Council held the required public hearing on September 22, 2010.

Exhibit A – Ordinance to allow extensions to expiration timeframes for certain land use permits and applications due to the current economic climate

RECOMMENDED ACTIONS

1. Make a motion to approve ordinance _____ to extend expiration timeframes for land use permits and applications.

ORDINANCE NO. _____

AN ORDINANCE MODIFYING THE SEDRO-WOOLLEY MUNICIPAL CODE TO ALLOW FOR A ONE-TIME ECONOMIC HARDSHIP EXTENSION OF LAND USE APPROVALS, APPROVED BUILDING PERMIT APPLICATIONS AND ISSUED BUILDING PERMITS

WHEREAS, the state, county and City of Sedro-Woolley have suffered a severe economic downturn which has created economic hardships and tightening of credit markets resulting in situations where developers and property owners are unable to commence or complete projects in a timely manner; and

WHEREAS, the City of Sedro-Woolley can reduce and alleviate the pressure from the current economic climate and market conditions for projects that have received approvals but have not been completed within existing time limitations by extending expiration dates; and

WHEREAS, Sections 1 through 5 of this ordinance amend the municipal code to allow a one-time economic hardship extension for certain land use and development approvals; and

WHEREAS, the Sedro-Woolley City Council conducted a Open Public Hearing on this date, with appropriate public notice provided; and

WHEREAS, the ordinance amendments are procedural in nature, and therefore exempt from the State Environmental Policy Act (SEPA) review; and

WHEREAS, the City Council finds the proposed amendments to the SWMC contained in Sections 1 through 5 to be consistent with and to implement the intent of the Sedro-Woolley Comprehensive Plan; and

WHEREAS, the City Council has concluded that it is in the best interest of the public health, safety and welfare to adopt this ordinance;

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance;

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

Section 1. SWMC 16.08.028(C) shall be modified as follows:

16.08.028 Effect of preliminary plat approval.

A. Approval of the preliminary plat shall constitute authorization for the subdivider to develop the subdivision facilities and improvements as required in the approved preliminary plat upon issuance of the final plat. Development shall be in strict accordance with the plans and specifications as prepared or approved by the city engineer and subject to any conditions imposed by the hearing body.

B. No subdivision requirements which become effective after the approval of a preliminary plat for a subdivision shall apply to such subdivision unless the hearing body determines that a change in conditions created a serious threat to the public health or safety.

C. Preliminary plat approval is valid for five years unless extended pursuant to SWMC 16.08.064.

Exception: Land use and development approvals shall be granted a one-time, three-year economic hardship extension from the original date of expiration if the approval was set to expire between January 1, 2008 and December 31, 2011.

Section 2. SWMC 16.08.064(A) shall be modified as follows:

16.08.064 Filing with city engineer.

A. Time of Filing.

1. A final plat meeting all the requirements of Chapter 58.17 RCW and of this chapter, shall be filed with the city engineer within five years of the date of preliminary plat approval. As required by RCW 58.17.140, an applicant who files a written request at least thirty days before the expiration of the five-year period shall be granted one one-year extension upon showing that the applicant has attempted in good faith to submit the final plat within the five-year period. Approval of the extension may contain additional conditions and requirements for the preliminary plat.

Exception: Land use and development approvals shall be granted a one-time, three-year economic hardship extension from the original date of expiration if the approval was set to expire between January 1, 2008 and December 31, 2011.

Section 3. SWMC 16.12.050 shall be modified as follows:

16.12.050 Planning director's decision.

If the planning director determines that the requirements of this chapter are met, or may be met upon compliance with specified conditions, the planning director shall inform the applicant in written findings of the decision to approve the application and the conditions of the approval, if any, and may return the proposed short plat to the applicant for modification or correction. When the planning director has determined that: (1) the short plat contains the certificates, dedication instruments and statements of approval required by state law and this chapter, (2) the short plat and all legal descriptions are technically correct, and (3) the planning director determines that the short plat qualifies for approval or approval with conditions, the director shall notify the applicant and provide for all notices required by SWMC Chapter 2.90 for administrative short plat approvals. If no person or party requests an open record hearing before the hearing body within the time allowed by SWMC Chapter 2.90, the short plat shall be formally approved without further hearing. Preliminary short plat approval is valid for three years unless extended by the following procedure. As allowed by RCW 58.17.140, an applicant who files a written request at least thirty days before the expiration of the three-year period shall be granted one one-year extension upon showing that the applicant has attempted in good faith to submit the short plat for final approval within the three-year period. Approval of the extension may contain additional conditions and requirements for the preliminary short plat.

Exception: Land use and development approvals shall be granted a one-time, three-year economic hardship extension from the original date of expiration if the approval was set to expire between January 1, 2008 and December 31, 2011.

Section 4. SWMC 15.04.040(F) shall be modified as follows:

15.04.040 Fees—Building permit and plan review fees.

- A. General. Fees shall be assessed in accordance with the provisions of this section.
- B. Fees shall be assessed as designated in the current city of Sedro-Woolley building, planning and engineering fee schedule, as adopted by resolution of the city council and on file with the city clerk.
- C. Plan Review Fees. The applicant shall pay the plan review fee at time of submitting a building permit application.
- D. Building Permit Fees. The applicant shall pay the building permit fee prior to the building department issuing the building permit.
- E. A building permit is required before any mobile home can be placed in the city.
- F. Payment of Permit Fees. Upon notification by the city that a permit application has been approved, the applicant shall submit payment to the city for all permit fees for which approval has been received prior to permit application expiration. All permit applications shall expire six

months from the date the application was submitted. Notification shall be given by any means reasonably calculated by the city to provide the applicant with notice that the applicant's permit may be issued, and may include notice by telephone, facsimile, or through the U.S. mail. The applicant shall promptly advise the city of any changes that would limit or otherwise hinder the city in contacting the applicant. Upon payment of all permit fees, permit shall be valid for two years from date permit is issued.

Exception: Land use and development approvals shall be granted a one-time, three-year economic hardship extension from the original date of expiration if the approval was set to expire between January 1, 2008 and December 31, 2011.

Section 5. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 6. The provisions of this resolution are declared to be severable, and if any section, sentence, clause or phrase of this resolution shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this resolution.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2010, and signed in authentication of its passage this _____ day of _____, 2010.

Mike Anderson, Mayor

Attest:

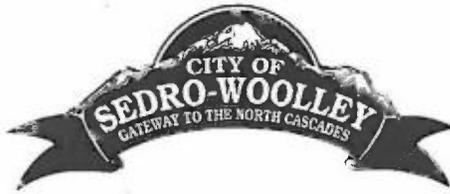
Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Published:

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS



CITY COUNCIL AGENDA
REGULAR MEETING

OCT 13 2010

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

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 Update
DATE: October 13, 2010

PROJECT STATUS: Drywall is complete in the quarters and offices, lightweight concrete is scheduled to be poured upstairs this week. Roofing is complete. Brickwork is nearly complete. Interior painting is in progress with electrical and mechanical trim out to follow along with floor coverings, interior trim and cabinetry. Work on SR 9 to be soon – expect some limited traffic delays as one lane will be closed intermittently for work on the sidewalk, lane and shoulder. The project remains on or ahead of schedule and is progressing well.

ISSUES: None that require Council action at this time.

PENDING ISSUES:

1. Design team oversights – no new update available at this time.

CHANGE ORDER PROPOSALS:

No.	Description	Amount	Approval
1	Over excavation due to site conditions	withdrawn	n/a
2	Add waterline components missing from plans	\$26,207.00	Council 7-14
3	Bore utilities under SR 9 (design team error)	\$40,336.00	Council 7-14
4	Missed switches from electrical plan	\$ 526.00	EB 9-2
5	Added cost to pour plinth missing from plans	withdrawn	n/a
6	Central exhaust system design conflicts	\$ 981.00	EB 9-16
7	Keypad door openers (design team missed)	\$ 2,491.00	EB 9-2

8	Revise furnace F-2 and F-3	withdrawn	n/a
9	Add 10' steel casing for waterline	pending	n/a
10	Add conduit for EOC radios (1 st owner change)	\$ 1,073.00	EB 9-30
11	Cost for gas meter relocate and piping per CNG	\$ 3,335.00	EB 9-30

CONTRACT CHANGE ORDERS:

No.	Description	Amount	Approval
1	CP-02r.3 & CP-03r.1	\$66,543.00	Council 7-28
	The original contract sum is:	\$1,348,300.00	
	CO#1 is:	\$ 66,543.00	
	The new contract total is:	\$1,414,843.00	

REQUEST FOR ACTION: None tonight.