

Next Ord: 1695-11
Next Res: 838-11

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

January 12, 2011

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 January 4, 2011 Work Session)
 - b. Finance
 - Claim Checks #71048 to # 71164 in the amount of \$232,374.59.
(Voided Check #71079)
 - Claim Checks #71165 to #71185 in the amount of \$29,234.94.
 - Payroll Checks #49462 to #49566 in the amount of \$253,990.01.
 - c. Professional Service Agreement No. 2011-PS-01 for On-Call Environmental Services - Widener & Associates
 - d. Amendment 1 - Professional Services Agreement No. 2010-PS-06 for Design Phase Services for the SR20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvements Project - Reichhardt & Ebe Engineering, Inc.
4. Public Comment (Limited to 3-5 minutes)
 5. Special Recognition - Resolution 837-11
 6. Sedro-Woolley School District Bond Presentation

UNFINISHED BUSINESS

7. Resolution - Final Plat Approval - Plat of Eden's Acres (*action requested*)
8. TIB Fuel Tax Grant Distribution Agreement No. 8-2-126(008)-1
SR20/Moore Street, Metcalf Street to SR9/Township Street Lane Widening & Bicycle/Pedestrian Improvements Project (*action requested*)

NEW BUSINESS

9. Ordinance - Proposed Modification to Zoning Code Regarding Duplexes in the Residential-7 Zone (*action requested*)

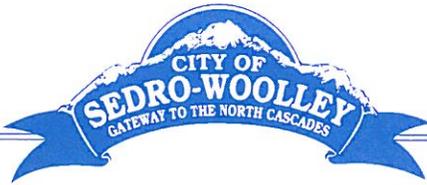
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

10. Fire Station 2 Update

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

JAN 12 2011

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



DATE: January 12, 2011
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 January 12, 2011 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 Keith Wagoner
 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.

JAN 12 2011

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
December 22, 2010 – 4:00 P.M. – Lobby of City Hall

ROLL CALL: Present: Mayor Pro Tem Tom Storrs, Councilmembers: Ted Meamber, Tony Splane, Keith Wagoner and Hugh Galbraith, Staff: Recorder Brue, Finance Director Nelson (Late), City Supervisor/Attorney Berg, Engineer Freiberger, Planner Moore (Late), Fire Chief Klinger and Police Chief Wood.

The Meeting was called to order at 4:00 P.M by Mayor Pro Tem Storrs.

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Checks #70912 to #71044 in the amount of \$236,676.89. (Voided Checks #70960 – 70965, #70969 - #70974 & #71045 - #71047)
 - Payroll Checks #49359 to #49461 in the amount of \$175,596.37

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

Public Comment

No comments received.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

City Supervisor/Attorney Berg – reminded Council of the Holiday Wellness Luncheon tomorrow at 12:00 P.M.

Fire Chief Klinger – reported they will be touring Fire Station 2 to compile the punch list tomorrow. Chief Klinger offered tours to any interested Councilmember’s immediately following the meeting.

Engineer Freiberger – reported on the TIB grant for the Hwy 20 project. He also discussed previous approval for preliminary design work contract with Reichhardt & Ebe which expires on December 31, 2010. He will be requesting an extension at the next Council meeting. Freiberger also reported that the City was unsuccessful with the Safe Routes for Schools application but has been placed on the contingency list.

Planner Moore arrived at 4:08 P.M.

Planner Moore – reported there will more municipal code changes to come. He reviewed the Planning Commissioners terms and noted that with the addition of the Hearing Examiner it has freed up Planning Commission members to work on goals and long term planning. The process is appreciated by the Planning Commission. He also reviewed projects in the downtown area.

Finance Director Nelson arrived at 4:11 P.M.

A discussion of non commercial activities occupying downtown buildings was held.

Mayor Pro-Tem Storrs – reported a pothole in the alley behind the old Oliver & Hammer store,

Finance Director Nelson – reported that staff is gearing up for year end.

Councilmember Galbraith – questioned if there are any major businesses looking to open in Sedro-Woolley. He also wished everyone a Merry Christmas and a safe and quiet New Year.

Councilmember Wagoner – stated he is looking forward to the coming year with his involvement on the Council.

Councilmember Meamber – also wished everyone a Merry Christmas.

Councilmember Splane – questioned if there was a way to keep kids out of creek as they are upsetting the salmon.

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

The meeting adjourned at 4:30 P.M.

JAN 12 2011

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

CITY OF SEDRO-WOOLLEY

Council Worksession

January 4, 2011 – 7:00 P.M. – City Hall Council Chambers

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Tony Splane, Tom Storrs, Keith Wagoner, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg, Fire Chief Klinger and Asst. Fire Chief Olson.

- Presentation by Robert Merritt of mHc Associates

A classroom style presentation was presented by Robert Merritt of mHc Associates on various methods of running joint operated Fire Districts.

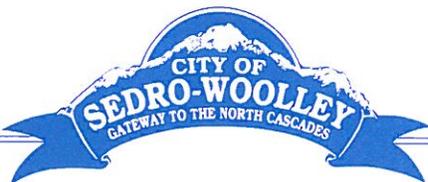
There was no discussion or decisions made.

The worksession adjourned at 8:34 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2011

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



DATE: January 12, 2011
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 January 12, 2010.

Motion to approve Claim Checks #71048 to #71164 in the amount of \$232,374.59. (Voided Check #71079) and Claim Checks #71165 to #71185 in the amount of \$29,234.94.

Motion to approve Payroll Checks #49462 to #49566 in the amount of \$253,990.01.

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
 12/31/2010 (Printed 01/07/2011 11:36)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71048	ALL-PHASE ELECTRIC	REPAIR/MAINT-CITY HALL	PK	80.04
		WARRANT TOTAL		80.04
71049	ALLEN, DEBRA	WELLNESS	SWR	60.00
		WARRANT TOTAL		60.00
71050	ALPINE FIRE & SAFETY	SUPPLIES/BOOKS	PLN	7.87
		SUPPLIES	ENG	7.86
		OFFICE/OPERATING SUPPLIES	PD	125.30
		OPERATING SUPPLIES	FD	98.57
		AUTO FUEL/DIESEL	INSP	7.86
		OPERATING SUP - CITY HALL	PK	37.65
		SAFETY EQUIPMENT	SWR	143.91
		WARRANT TOTAL		429.02
71051	LLOYD RUSSELL	REPAIRS/MAINT-EQUIP	FD	335.42
		WARRANT TOTAL		335.42
71052	A.T.V. ACCESSORIES	OPERATING SUP - RIVERFRONT	PK	865.60
		WARRANT TOTAL		865.60
71053	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	16.07
		MISC-LAUNDRY	ST	17.20
		LAUNDRY	SWR	17.96
		WARRANT TOTAL		51.23
71054	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	107.49
		AUTO FUEL	CS	50.88
		AUTO FUEL	PD	115.28
		AUTO FUEL	PD	1,065.02
		AUTO FUEL/DIESEL	FD	541.13
		AUTO FUEL/DIESEL	PK	28.98
		AUTO FUEL/DIESEL	CEM	121.32
		AUTO FUEL/DIESEL	CEM	73.58
		OPERATING SUPPLIES	ST	66.33
		OPERATING SUPPLIES-PROPANE	ST	13.85
		AUTO FUEL/DIESEL	ST	245.68
		AUTO FUEL/DIESEL	ST	182.72
		AUTO FUEL/DIESEL	ST	147.89
		AUTO FUEL/DIESEL	ST	229.43
		AUTO FUEL/DIESEL	SWR	255.45
		AUTO FUEL/DIESEL	SWR	87.75
		AUTO FUEL/DIESEL	SWR	36.79
		REPAIRS/MAINT-EQUIP	SAN	915.09
		AUTO FUEL/DIESEL	SAN	1,179.50
		AUTO FUEL/DIESEL	SAN	77.62
		AUTO FUEL/DIESEL	SWTR	250.13
		WARRANT TOTAL		5,791.91
71055	BANK OF NEW YORK MELLON	BOND INTEREST-G/O BONDS		301.75
		WARRANT TOTAL		301.75

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/31/2010 (Printed 01/07/2011 11:36)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71056	BANK OF AMERICA	BOOKS SKAGIT COUNTY	LIB	1,063.98
		BOOKS SKAGIT COUNTY	LIB	295.84
		WARRANT TOTAL		1,359.82
71057	BANK OF AMERICA	CONSTRUCTION	F-C	640.54
		WARRANT TOTAL		640.54
71058	BANK OF AMERICA	REPAIR-MAINTENANCE SUPPLIES IT		38.98
		SMALL TOOLS/MINOR EQUIP	IT	40.02
		MACHINERY & EQUIPMENT	F-C	9.71
		WARRANT TOTAL		88.71
71059	BAY CITY SUPPLY	OPERATING SUPPLIES	FD	138.64
		OPERATING SUP - CITY HALL	PK	304.89
		OPERATING SUPPLIES	SWR	126.33
		OPERATING SUPPLIES	SAN	191.47
		WARRANT TOTAL		761.33
71060	BERG VAULT COMPANY	LINERS	CEM	1,590.00
		WARRANT TOTAL		1,590.00
71061	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	167.66
		UNIFORMS/ACCESSORIES	PD	153.10
		BALISTIC VESTS	PD	681.66
		WARRANT TOTAL		1,002.42
71062	BOTTOM LINE BOOKS	BOOKS, PERIOD, RECORDS	LIB	36.92
		WARRANT TOTAL		36.92
71063	BOULDER PARK, INC	SOLIDS HANDLING	SWR	5,808.42
		WARRANT TOTAL		5,808.42
71064	BRIGHT RAIN SOLUTIONS	PROFESSIONAL SERVICES	SWR	270.00
		WARRANT TOTAL		270.00
71065	BRUE, CHERYL	HEALTH CLUB	FIN	90.00
		WARRANT TOTAL		90.00
71066	CENVEO	OFFICE/OPERATING SUPPLIES	PD	129.57
		WARRANT TOTAL		129.57
71067	CODE PUBLISHING INC.	CODE BOOK	LGS	234.88
		WARRANT TOTAL		234.88
71068	CONSOLIDATED PLASTICS CO. INC	OFFICE/OPERATING SUPPLIES	PD	41.30
		WARRANT TOTAL		41.30
71069	COOK PAGING (WA)	TELEPHONE	FD	18.74
		WARRANT TOTAL		18.74
71070	HSBC BUSINESS SOLUTIONS	EMPLOYEE WELLNESS	EXE	37.95
		SMALL TOOLS/MINOR EQUIP	IT	42.61

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		NETWORK HARDWARE	IT	574.73
		OFFICE EQUIPMENT	ENG	333.60
		PROFESSIONAL DEVELOPMENT	PD	37.44
		MACHINERY & EQUIPMENT	F-C	378.69
		MACHINERY & EQUIPMENT	F-C	1,526.79
		PORTABLE EQUIPMENT	SWR	659.00
		WARRANT TOTAL		3,590.81
71071	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	67.97
		WARRANT TOTAL		67.97
71072	DC'S PRINTING & AWARDS	SAFETY EQUIPMENT	PK	10.82
		SAFETY EQUIPMENT	PK	10.82
		WARRANT TOTAL		21.64
71073	DETROIT INDUSTRIAL TOOL	OPERATING SUPPLIES	ST	1,099.20
		WARRANT TOTAL		1,099.20
71074	DOUGHER, MELISSA	HEALTH CLUB	PD	90.00
		WARRANT TOTAL		90.00
71075	DRAGER SAFETY INC.	FIRE TRUCK	FD	78.64
		WARRANT TOTAL		78.64
71076	E & E LUMBER	OFFICE/OPERATING SUPPLIES	PD	8.66
		MACHINERY & EQUIPMENT	PD	17.55
		OPERATING SUPPLIES	FD	25.97
		OPERATING SUP - COMM CENTER	PK	5.81
		REPAIR/MAINT-CITY HALL	PK	58.96
		REPAIR/MAINT-CITY HALL	PK	8.20
		OPERATING SUPPLIES	ST	6.16
		OPERATING SUPPLIES	ST	64.86
		OPERATING SUPPLIES	SWR	7.12
		OPERATING SUPPLIES	SWR	4.32
		REPAIRS/MAINT-BUILDING	SAN	43.28
		OPERATING SUPPLIES	SAN	34.92
		WARRANT TOTAL		250.71
71077	ECONOMY FENCE CENTER	OPERATING SUPPLIES	SAN	15.20
		WARRANT TOTAL		15.20
71078	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	FIN	43.26
		WARRANT TOTAL		43.26
71080	FASTENAL COMPANY	REPAIR/MT-SMALL TOOLS EQUIP	PK	428.93
		OPERATING SUPPLIES	ST	58.86
		OPERATING SUPPLIES	ST	3.81
		OPERATING SUPPLIES	ST	256.19
		MAINT OF GENERAL EQUIP	SWR	6.76
		OPERATING SUPPLIES	SAN	78.24
		REPAIRS/MAINTENANCE	SWTR	41.58
		WARRANT TOTAL		278.83

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71081	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	ENG	20.00
		PROFESSIONAL SERVICES	SWR	40.00
		PROFESSIONAL SERVICES	SWR	100.00
		WARRANT TOTAL		160.00
71082	FEDERAL EXPRESS CORP.	POSTAGE	PD	10.73
		WARRANT TOTAL		10.73
71083	FELLER HEATING & AIR COND	MAINTENANCE CONTRACTS	SWR	194.76
		WARRANT TOTAL		194.76
71084	FEI #3007	REPAIR/MAINT-CITY HALL	PK	5,469.53
		MAINT OF GENERAL EQUIP	SWR	45.07
		WARRANT TOTAL		5,514.60
71085	FRANKLIN CORPORATION (THE)	CONSTRUCTION	F-C	105,278.45
		WARRANT TOTAL		105,278.45
71086	FREIBERGER, MARK	TUITION/REGISTRATION	ENG	150.00
		WARRANT TOTAL		150.00
71087	FRONTIER	TELEPHONE	PD	55.91
		TELEPHONE	PD	57.30
		TELEPHONE	PK	86.27
		PUBLIC UTILITIES-CITY HALL	PK	24.20
		PUBLIC UTILITIES-CITY HALL	PK	111.84
		TELEPHONE	CEM	61.90
		TELEPHONE	LIB	120.93
		TELEPHONE	SWR	253.77
		TELEPHONE	SAN	52.89
		WARRANT TOTAL		825.01
71088	FRISBEE, BRENT	HEALTH CLUB	SAN	90.00
		WARRANT TOTAL		90.00
71089	GALL'S, AN ARAMARK CO.	MACHINERY & EQUIPMENT	PD	176.30
		WARRANT TOTAL		176.30
71090	GALE GROUP	WA LIB SYSTEM	LIB	2,399.68
		WARRANT TOTAL		2,399.68
71091	GRAFIXCORP	ADVERTISING	PK	784.45
		WARRANT TOTAL		784.45
71092	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
71093	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	384.43
		WARRANT TOTAL		384.43
71094	HACH COMPANY	OPERATING SUPPLIES	SWR	483.77
		WARRANT TOTAL		483.77

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71095	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	306.00
		WARRANT TOTAL		306.00
71096	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	59.49
		REPAIRS & MAINTENANCE	PD	75.74
		EQUIPMENT LEASE	FD	59.49
		REPAIRS/MAINT-EQUIP	FD	75.74
		WARRANT TOTAL		270.46
71097	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	50.85
		BOOKS SKAGIT COUNTY	LIB	5,734.84
		WARRANT TOTAL		5,785.69
71098	INTERWEST CONSTRUCTION INC.	MAINTENANCE CONTRACTS	SWR	18,801.02
		WARRANT TOTAL		18,801.02
71099	INTOXIMETERS, INC.	MACHINERY & EQUIPMENT	PD	935.94
		WARRANT TOTAL		935.94
71100	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	98.45
		WARRANT TOTAL		98.45
71101	LAB SAFETY SUPPLY	SMALL TOOLS & MINOR EQUIP	FD	80.59
		WARRANT TOTAL		80.59
71102	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	348.00
		WARRANT TOTAL		348.00
71103	LAZARON, JOANN	MISC-DUES/SUBSCRIP/MEMSHIP	PLN	45.00
		MISC-DUES/SUBSCRIP/MEMSHIP	PLN	30.00
		DUES/SUBSCRIPTIONS	ENG	45.00
		DUES/SUBSCRIPTIONS	ENG	30.00
		MISC-DUES	INSP	45.00
		MISC-DUES	INSP	30.00
		WARRANT TOTAL		225.00
71104	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	ST	92.27
		REPAIRS/MAINTENANCE	SWTR	63.66
		REPAIRS/MAINTENANCE	SWTR	30.99
		WARRANT TOTAL		186.92
71105	LYNN PEAVEY COMPANY	OFFICE/OPERATING SUPPLIES	PD	68.44
		WARRANT TOTAL		68.44
71106	MISTER T'S AWARDS & EMB	EMPLOYEE RECOGNITION	EXE	108.20
		WARRANT TOTAL		108.20
71107	MOTOR TRUCKS, INC.	MAINTENANCE OF VEHICLES	SWR	374.14
		REPAIRS/MAINT-EQUIP	SAN	141.37
		REPAIRS/MAINT-EQUIP	SAN	54.10
		REPAIRS/MAINT-EQUIP	SAN	773.20
		REPAIRS/MAINT-EQUIP	SAN	291.48

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,051.33
71108	MOTION PICTURE LICENSING CORP.	SUBSCRIPTIONS	LIB	62.40
		WARRANT TOTAL		62.40
71109	MOUNT VERNON, CITY OF	SUPPLIES	LIB	9.50
		SUPPLIES	LIB	12.00
		WARRANT TOTAL		21.50
71110	MUNICIPAL EMERGENCY SVC	REPAIRS/MAINT-EQUIP	FD	962.50-
		REPAIRS/MAINT-EQUIP	FD	178.00
		FIRE TRUCK	FD	2,850.00
		WARRANT TOTAL		2,065.50
71111	NELSON, PATSY	HEALTH CLUB	FIN	90.00
		WARRANT TOTAL		90.00
71112	NESHEIM, TERESA	EMPLOYEE WELLNESS	EXE	19.44
		HEALTH CLUB	FIN	60.00
		WARRANT TOTAL		79.44
71113	NEXTEL COMMUNICATIONS	TELEPHONE	PD	360.37
		WARRANT TOTAL		360.37
71114	NORTH WEST INST. SERVICES	MAINTENANCE CONTRACTS	SWR	102.79
		WARRANT TOTAL		102.79
71115	OFFICE DEPOT	REPAIR/MAINT-OFFICE EQUIP	PK	246.79
		OFFICE SUPPLIES	SWR	225.14
		WARRANT TOTAL		471.93
71116	OLSON, TODD	HEALTH CLUB	FD	30.00
		WARRANT TOTAL		30.00
71117	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	PK	86.54
		SAFETY EQUIPMENT	PK	191.47
		OPERATING SUPPLIES	SAN	81.13
		WARRANT TOTAL		359.14
71118	PACIFIC COMMERCIAL LOCK & KEY	OPERATING SUP - RIVERFRONT	PK	6.47
		OPERATING SUPPLIES	SWR	19.44
		WARRANT TOTAL		25.91
71119	PAT RIMMER TIRE CTR, INC	REPAIR & MAINTENANCE	CS	193.15
		REPAIR/MT-SMALL TOOLS EQUIP	PK	696.40
		WARRANT TOTAL		889.55
71120	PARTSMASTER	REPAIR/MT-SMALL TOOLS EQUIP	PK	307.76
		WARRANT TOTAL		307.76
71121	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	31.76
		BOOKS, PERIOD, RECORDS	LIB	17.29

CITY OF SEDRO-WOOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	49.05
71122	PLATS PLUS, INC.	IMPROVEMENT-TOWNSHIP LINE SWR	5,589.84
		WARRANT TOTAL	5,589.84
71123	PROBUILD	REPAIR/MAINT-STREETS ST	2,968.29
		REPAIR/MAINT-STREETS ST	2,442.74
		WARRANT TOTAL	5,411.03
71124	PURE BLISS DESSERTS	MEALS/TRAVEL EXE	37.00
		WARRANT TOTAL	37.00
71125	PUBLIC SAFETY TESTING	PROFESSIONAL SERVICES CIV	200.00
		PROFESSIONAL SERVICES CIV	200.00
		WARRANT TOTAL	400.00
71126	PUGET SOUND ENERGY	PUBLIC UTILITIES PD	39.23
		REPAIRS & MAINTENANCE PD	9.93
		UTILITIES-RIVERFRONT PK	368.15
		UTILITIES-COMMUNITY CTR PK	175.02
		UTILITIES-SENIOR CENTER PK	363.26
		UTILITIES-TRAIN PK	68.90
		UTILITIES-HAMMER SQUARE PK	337.43
		UTILITIES-BINGHAM & MEMORIAL P	75.78
		UTILITIES - SHOP PK	72.73
		UTILITIES - SHOP PK	32.31
		UTILITIES - OTHER PK	9.93
		PUBLIC UTILITIES-CITY HALL PK	2,561.37
		PUBLIC UTILITIES CEM	85.19
		PUBLIC UTILITIES ST	13.85
		PUBLIC UTILITIES ST	176.38
		PUBLIC UTILITIES ST	90.70
		PUBLIC UTILITIES ST	843.41
		PUBLIC UTILITIES LIB	281.13
		ADVERTISING HOT	38.62
		CONSTRUCTION F-C	529.40
		PUBLIC UTILITIES SWR	9,532.42
		PUBLIC UTILITIES SAN	196.21
		PUBLIC UTILITIES SWTR	116.63
		WARRANT TOTAL	16,017.98
71127	PURCHASE POWER	POSTAGE JUD	171.51
		POSTAGE FIN	766.58
		POSTAGE LGL	.82
		POSTAGE PLN	2.06
		POSTAGE ENG	7.37
		POSTAGE PD	81.65
		POSTAGE FD	3.51
		POSTAGE INSP	47.34
		POSTAGE PK	.82
		POSTAGE CEM	9.05
		POSTAGE SWR	71.04

CITY OF SEDRO-WOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		POSTAGE	SAN	32.79
		OPERATING SUPPLIES	SWTR	5.46
		WARRANT TOTAL		1,200.00
71128	QUIRING MONUMENTS, INC.	LINERS	CEM	85.00
		WARRANT TOTAL		85.00
71129	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	247.17
		OFFICE/OPERATING SUPPLIES	PD	76.87
		WARRANT TOTAL		324.04
71130	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	254.38
		WARRANT TOTAL		254.38
71131	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	102.79
		WARRANT TOTAL		102.79
71132	SEDRO-WOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	6.77
		REPAIR & MAINT - AUTO	PD	16.01
		REPAIRS/MAINT-EQUIP	FD	9.24
		OPERATING SUPPLIES	CEM	4.65
		OPERATING SUPPLIES	ST	7.27
		OPERATING SUPPLIES	ST	14.24
		OPERATING SUPPLIES	SAN	10.29
		WARRANT TOTAL		68.47
71133	SEDRO-WOLLEY VETERINARY CARE	VETERINARY SERVICES	PD	784.39
		WARRANT TOTAL		784.39
71134	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	8,836.00
		WARRANT TOTAL		8,836.00
71135	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	188.10
		WARRANT TOTAL		188.10
71136	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	1,226.53
		MISC-FILING FEES/LIEN EXP	SWR	261.21-
		MISC-FILING FEES/LIEN EXP	SAN	546.67
		MISC-FILING FEES/LIEN EXP	SAN	46.65-
		OPERATING SUPPLIES	SWTR	74.80
		WARRANT TOTAL		1,540.14
71137	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES	IT	13.19
		WARRANT TOTAL		13.19
71138	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	90.50
		WARRANT TOTAL		90.50
71139	SKAGIT RIVER BALD EAGLE	SKAGIT RIVER BALD EAGLE	HOT	500.00
		WARRANT TOTAL		500.00
71140	SKAGIT SURVEYORS &	PROFESSIONAL SERVICES	SAN	1,193.75

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/31/2010 (Printed 01/07/2011 11:36)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,193.75
71141	SKAGIT VALLEY HERALD	BOOKS SKAGIT COUNTY	LIB	132.00
		WARRANT TOTAL		132.00
71142	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	22.50
		ADVERTISING/LEGAL PUBLIC	PLN	56.25
		WARRANT TOTAL		78.75
71143	SLAYDEN, JOHN	HEALTH CLUB	SAN	90.00
		WARRANT TOTAL		90.00
71144	SPARKLE SHOP LAUNDRIES	MISC-LAUNDRY	FD	10.82
		WARRANT TOTAL		10.82
71145	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	102.77
		OFFICE SUPPLIES	FD	133.87
		OPERATING SUPPLIES	SWR	96.94
		WARRANT TOTAL		333.58
71146	SRC PAHARMACY	RETIRED MEDICAL	PD	79.40
		RETIRED MEDICAL	PD	31.00
		RETIRED MEDICAL	PD	30.00
		RETIRED MEDICAL	PD	101.40
		RETIRED MEDICAL	PD	20.00
		WARRANT TOTAL		261.80
71147	STEPHENSON, RETA	HEALTH CLUB	FIN	60.00
		WARRANT TOTAL		60.00
71148	THE FEED BARN	MAINTENANCE OF LINES	SWR	26.94
		WARRANT TOTAL		26.94
71149	TIERNEY, MICHAEL B. P.S.	PROFESSIONAL SERVICES	SWR	34.00
		WARRANT TOTAL		34.00
71150	TRANSTECH SYSTEMS	OFFICE SUPPLIES	FD	119.17
		WARRANT TOTAL		119.17
71151	TRUE VALUE	MACHINERY & EQUIPMENT	PD	3.77
		MACHINERY & EQUIPMENT	PD	17.13
		MACHINERY & EQUIPMENT	PD	14.01
		OPERATING SUPPLIES	FD	1.54
		REPAIRS/MAINT-EQUIP	FD	28.12
		OPERATING SUP - PARKS SHOP	PK	34.59
		REPAIRS/MT-RIVERFRONT	PK	44.59
		REPAIR/MT-SMALL TOOLS EQUIP	PK	17.30
		REPAIR/MT-SMALL TOOLS EQUIP	PK	17.30
		REPAIR/MAINT-EQUIP & BLDG	CEM	9.95
		OPERATING SUPPLIES	ST	17.29
		MACHINERY & EQUIPMENT	F-C	9.72
		MACHINERY & EQUIPMENT	F-C	12.96

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MAINT OF GENERAL EQUIP	SWR	27.88
		OPERATING SUPPLIES	SWR	18.38
		OPERATING SUPPLIES	SWR	11.89
		OPERATING SUPPLIES	SAN	16.22
		SMALL TOOLS & MINOR EQUIP	SAN	55.14
		WARRANT TOTAL		323.18
71152	TRUSS ENGINEERING INC.	REPAIR/MAINT-STREETS	ST	1,716.05
		WARRANT TOTAL		1,716.05
71153	ULINE	SMALL TOOLS & MINOR EQUIP	SAN	164.87
		WARRANT TOTAL		164.87
71154	UNITED GENERAL HOSPITAL	EMPLOYEE WELLNESS	EXE	175.00
		WARRANT TOTAL		175.00
71155	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	3.92
		REPAIR/MT-SMALL TOOLS EQUIP PK		15.07
		REPAIR/MT-SMALL TOOLS EQUIP PK		41.43
		REPAIR/MAINT-EQUIP & BLDG	CEM	29.52
		REPAIR/MAINTENANCE-EQUIP	ST	27.52
		REPAIR/MAINTENANCE-EQUIP	ST	45.96
		MAINT OF PUMPING EQUIP	SWR	140.66
		MAINT OF PUMPING EQUIP	SWR	32.46
		MAINT OF PUMPING EQUIP	SWR	63.84
		MAINT OF PUMPING EQUIP	SWR	685.26
		MAINTENANCE OF VEHICLES	SWR	32.30
		REPAIRS/MAINT-EQUIP	SAN	94.52
		REPAIRS/MAINT-EQUIP	SAN	59.94
		REPAIRS/MAINT-EQUIP	SAN	44.30
		OPERATING SUPPLIES	SAN	17.15
		SMALL TOOLS & MINOR EQUIP	SAN	74.42
		SMALL TOOLS & MINOR EQUIP	SAN	21.63
		REPAIRS/MAINTENANCE	SWTR	55.52
		WARRANT TOTAL		1,420.50
71156	VERIZON WIRELESS	TELEPHONE	FIN	66.77
		TELEPHONE	FIN	56.77
		TELEPHONE	LGL	56.77
		TELEPHONE	IT	56.77
		NEXTEL CELL PHONES		113.54
		NEXTEL CELL PHONES		15.02
		TELEPHONE	PD	56.77
		TELEPHONE	PD	559.19
		TELEPHONE	PD	24.30
		TELEPHONE	FD	129.03
		TELEPHONE	FD	145.80
		TELEPHONE	INSP	13.73
		TELEPHONE	PK	132.33
		TELEPHONE	CEM	13.73
		TELEPHONE	ST	72.90
		NEXTEL CELL PHONES		237.87

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/31/2010 (Printed 01/07/2011 11:36)

PAGE 11

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		NEXTEL CELL PHONES	SAN	151.53
		WARRANT TOTAL		1,902.82
71157	WASHINGTON LIFTRUCK	REPAIRS/MAINT-EQUIP	SAN	133.40
		WARRANT TOTAL		133.40
71158	WA ASSOC OF BUILDING OFF	MISC-DUES	INSP	95.00
		MISC-DUES	INSP	45.00
		WARRANT TOTAL		140.00
71159	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	36.00
		INTERGOV SVC-GUN PERMITS	PD	104.00
		WARRANT TOTAL		140.00
71160	WA STATE PATROL	RENTAL TELETYPE	PD	660.00
		WARRANT TOTAL		660.00
71161	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		4,967.39
		WARRANT TOTAL		4,967.39
71162	WAPATO POLICE DEPARTMENT	PRISONERS	PD	106.16
		WARRANT TOTAL		106.16
71163	WILLIAMS MECHANICAL INC.	REPAIRS/MAINT-EQUIP	FD	919.70
		WARRANT TOTAL		919.70
71164	WOOD'S LOGGING SUPPLY INC	POSTAGE	PD	7.60
		POSTAGE	FD	10.44
		SMALL TOOLS/MINOR EQUIP	CEM	57.88
		REPAIR/MAINT-EQUIP & BLDG	CEM	35.17
		CONTAINERS	SAN	90.50
		REPAIRS/MAINTENANCE	SWTR	124.27
		REPAIRS/MAINTENANCE	SWTR	198.93
		WARRANT TOTAL		524.79
		RUN TOTAL		232,374.59

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	32,376.77
101	PARK FUND	14,186.13
102	CEMETERY FUND	2,193.01
103	STREET FUND	10,408.67
105	LIBRARY FUND	10,388.75
108	STADIUM FUND	538.62
230	1996 G/O BOND REDEMPTION FUND	301.75
330	1996 FIRE STATION CONST FUND	108,386.26
401	SEWER FUND	46,264.64
412	SOLID WASTE FUND	6,451.18
425	STORMWATER	878.81
TOTAL		232,374.59

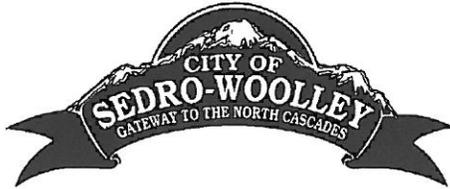
DEPARTMENT	AMOUNT
001 000 000	4,967.39
001 000 011	257.38
001 000 012	519.51
001 000 013	377.59
001 000 014	1,331.83
001 000 015	148.09
001 000 016	400.00
001 000 017	766.30
001 000 018	351.52
001 000 019	141.18
001 000 020	722.39
001 000 021	8,107.28
001 000 022	14,002.38
001 000 024	283.93
FUND CURRENT EXPENSE FUND	32,376.77
101 000 076	14,186.13
FUND PARK FUND	14,186.13
102 000 036	2,193.01
FUND CEMETERY FUND	2,193.01
103 000 042	10,408.67
FUND STREET FUND	10,408.67
105 000 072	10,388.75
FUND LIBRARY FUND	10,388.75
108 000 019	538.62
FUND STADIUM FUND	538.62
230 000 082	301.75
FUND 1996 G/O BOND REDEMPTION FUND	301.75
330 000 082	108,386.26
FUND 1996 FIRE STATION CONST FUND	108,386.26
401 000 035	46,264.64
FUND SEWER FUND	46,264.64
412 000 037	6,451.18
FUND SOLID WASTE FUND	6,451.18
425 000 039	878.81
FUND STORMWATER	878.81
TOTAL	232,374.59

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 01/12/2011 (Printed 01/07/2011 09:47)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71165	AWC	ASSOC OF WA CITIES DUES	FIN	6,177.00
		WARRANT TOTAL		6,177.00
71166	AWC DRUG & ALCOHOL	PROFESSIONAL SERVICES	PK	117.24
		MISC-DUES/SUBSCRIPTIONS	CEM	58.61
		PROFESSIONAL SERVICES	ST	175.83
		PROFESSIONAL SERVICES	SWR	410.27
		PROFESSIONAL SERVICES	SAN	293.05
		WARRANT TOTAL		1,055.00
71167	BANK OF AMERICA	MEALS/TRAVEL	EXE	36.89
		TUITION/REGISTRATION	EXE	135.00
		TUITION/REGISTRATION	EXE	135.00
		TRAVEL	ENG	135.00
		WARRANT TOTAL		441.89
71168	BANK OF AMERICA	MACHINERY & EQUIPMENT	F-C	673.86
		WARRANT TOTAL		673.86
71169	COMCAST	INTERNET SERVICES	IT	99.95
		WARRANT TOTAL		99.95
71170	DMCJA C/O JUDGE RICHARD B. KAYNE	DUES/SUBSCRIPTIONS	JUD	187.00
		WARRANT TOTAL		187.00
71171	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	483.65
		WARRANT TOTAL		483.65
71172	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	99.20
		SUPPLIES	FIN	5.83
		SUPPLIES	FIN	10.68
		WARRANT TOTAL		115.71
71173	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	190.05
		WARRANT TOTAL		190.05
71174	MCGRAW HILL CONSTRUCTION ENR	DUES/SUBSCRIPTIONS	ENG	69.00
		WARRANT TOTAL		69.00
71175	MUNICIPAL RESESEARCH & SVC CENTER	ADVERTISING	ENG	33.33
		PROFESSIONAL SERVICES	ST	33.34
		PROFESSIONAL SERVICES	SWR	33.33
		WARRANT TOTAL		100.00
71176	NORTHWEST CLEAR AIR	NW AIR POLLUTION	AIR	3,524.50
		WARRANT TOTAL		3,524.50
71177	PRINTWISE, INC.	SUPPLIES	JUD	196.92
		SUPPLIES	JUD	50.86
		SUPPLIES	JUD	50.86
		WARRANT TOTAL		298.64

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	19,304.53
101	PARK FUND	637.22
102	CEMETERY FUND	133.39
103	STREET FUND	247.28
104	ARTERIAL STREET FUND	3,197.00
105	LIBRARY FUND	41.56
330	1996 FIRE STATION CONST FUND	673.86
401	SEWER FUND	3,244.05
412	SOLID WASTE FUND	1,598.23
425	STORMWATER	157.82
TOTAL		29,234.94

DEPARTMENT	AMOUNT
001 000 012	2,206.09
001 000 013	656.89
001 000 014	6,383.56
001 000 015	475.60
001 000 017	99.95
001 000 019	5,015.00
001 000 020	237.33
001 000 021	67.40
001 000 022	638.21
001 000 031	3,524.50
FUND CURRENT EXPENSE FUND	19,304.53
101 000 076	637.22
FUND PARK FUND	637.22
102 000 036	133.39
FUND CEMETERY FUND	133.39
103 000 042	247.28
FUND STREET FUND	247.28
104 000 042	3,197.00
FUND ARTERIAL STREET FUND	3,197.00
105 000 072	41.56
FUND LIBRARY FUND	41.56
330 000 082	673.86
FUND 1996 FIRE STATION CONST FUND	673.86
401 000 035	3,244.05
FUND SEWER FUND	3,244.05
412 000 037	1,598.23
FUND SOLID WASTE FUND	1,598.23
425 000 039	157.82
FUND STORMWATER	157.82
TOTAL	29,234.94



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: **Professional Services Agreement No. 2011-PS-01 for
On-Call Environmental Services**
Widener & Associates

**CITY COUNCIL AGENDA
REGULAR MEETING**

JAN 12 2011

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

DATE: December 29, 2010 (for Council action January 12, 2011)

ISSUE

Should Mayor Anderson execute the attached Professional Services Agreement No. 2011-PS-01 with Widener & Associates to provide On-Call Environmental Services in the amount not to exceed \$50,000?

BACKGROUND/DISCUSSION

The city periodically has the need for on-call environmental services related to existing and proposed public works projects. Environmental services are considered professional services but do not fall under the selection requirements of RCW Chapter 39.80 Contracts for Architectural and Engineering Services.

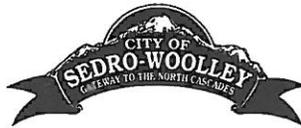
The city has utilized the services of Widener & Associates to provide environmental permitting services for recent projects, including the Fruitdale Road and McGarigle Road Improvements Project and the SR20 Metcalf to Township Lane Widening Project. Our existing On-call agreement 2010-PS-01 with Widener expires on 12/30/2010. The proposed replacement Agreement 2011-PS-01 is attached, with an expiration date of 12/30/2012. The overall total for the agreement is set at not to exceed \$50,000, with individual tasks to set by Task Order. Task orders will include the appropriate budget charge out information.

Task Order 1 is also attached to this memorandum. This Order is for the for first year of required Wetland monitoring as required by our USACOE Section 404 Permit for the Fruitdale Road & McGarigle Road Project Wetland Mitigation. The work is funded from the GMA Impact Fee fund. Wetland monitoring is required for a period of 10 years from project completion. We anticipate a separate contract for plant replacement as needed based on the ongoing monitoring work. We estimate that the overall cost of the monitoring and replacement work will total \$75,000 over the ten year monitoring period. This task order will be approved under the City Administrator's signature authority.

Additional task orders anticipated will be for environmental permitting required for proposed 2012 infrastructure projects.

MOTION:

Move to authorize Mayor Anderson to execute the attached Professional Services Agreement No. 2011-PS-01 with Widener & Associates to provide On-Call Environmental Services in the amount not to exceed \$50,000?



PROFESSIONAL SERVICES AGREEMENT No. 2011-PS-01
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this **13th** day of **January, 2011**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Widener & Associates** whose address is **10108 32nd Avenue W., Suite D, Everett, WA 98204-1302**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **environmental services as assigned by task order** as requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on each **Task Order**.

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

Cost not to exceed **\$50,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2012**.

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

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

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

12. Indemnification.

The Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

The Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

The Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act. Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

The Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies, City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$2 million minimum**) as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the

work within the scope of this agreement, in such form and with policy limits in such amounts (**\$2 million minimum**) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. Debarment.

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

DATED this _____ day of _____, 2011.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Widener & Associates

By: _____

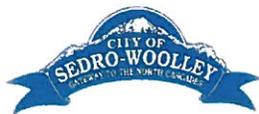


EXHIBIT A TASK ORDER CITY OF SEDRO-WOOLLEY ON-CALL SERVICES

Task Order No. 2011-PS-01-TO-01
 Task Title Provide Wetland Monitoring Services for the McGarigle Wetland Mitigation Area for FY 2011
 Consultant Widener & Associates
 Consultant Contact Ross Widener Phone 425-348-3059 Email rwidener@prodigy.net
Mark A.
 City Contact Freiberger, PE Phone 360-855-9933 Email mfreiberger@ci.sedro-woolley.wa.us
 City Project No. 2010-PW-02 Budget (BARS) No. 104 000 042 595 64 00 05
 Reimbursable? Yes, by _____
 No

DESCRIPTION OF TASK ASSIGNMENT

Provide Wetland Monitoring as required under the Section 404 Permit issued for the Fruitdale Road and McGarigle Road Improvements Project per Exhibit B-1 attached hereto.

Site Address or Location McGarigle Road Wetland Mitigation Area near Fruitdale Road Intersection.

COMPENSATION

LUMP SUM – Compensation for services shall be a lump Sum of _____
 TIME AND MATERIAL – Compensation for these services will be on a Time and Materials basis, not to exceed \$3,617.60 without written authorization.
 Approved budget attached (If applicable.)

SCHEDULE The Consultant shall complete the services described above:

By _____
 In accordance with Exhibit B-1 attached hereto.

All provisions of the Agreement for On-Call Engineering Services dated January 13, 2011 shall be in full force and effect for this Task Order.

APPROVED

CITY OF SEDRO-WOOLLEY

By Eron Berg
 Signature _____
 Title City Administrator
 Date _____

CONSULTANT

By Ross Widener
 Signature _____
 Title _____
 Date _____

Exhibit B-1
Brick Yard Creek Mitigation Site Monitor
Supplemental Scope of Work
Environmental Services

PROJECT UNDERSTANDING

This scope of work provides for the wetland monitoring as required under the Section 404 permit issued for the Fruitdale Road & McGarigle Road Improvements Project. The following is a list of tasks necessary to complete the above work.

TASKS

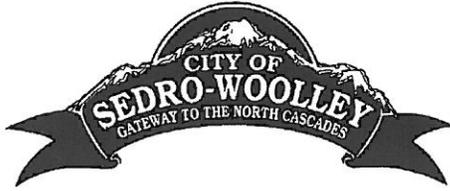
1. Complete on of monitoring and submit a separate monitoring memorandum for each year to the USACE.
2. Revise the memorandums to address USACE comments.

DELIVERABLES

1. Draft and final monitoring memorandums for one year.

**Cost Estimate for
Wetland Monitoring**

	Project Manager	Project Biologist				
Year One Monitoring Report						
Draft	4	24				
Final	2	8				
Totals	6	32				
Summary	Hours	Direct	*Overhead	**Profit	Rate	Cost
Project Manager	6	\$50.00	\$75.00	\$15.00	\$140.00	\$840.00
Project Biologist	32	\$31.00	\$46.50	\$9.30	\$86.80	\$2,777.60
Total Labor						
*Overhead 150%						
**Profit 30%						
TOTAL ESTIMATED COST						\$3,617.60



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2011

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
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: **Amendment 1
Professional Services Agreement No. 2010-PS-06 for
Design Phase Services for the SR20, Metcalf to Township Lane
Widening & Pedestrian/Bicycle Improvements Project
Reichhardt & Ebe Engineering, Inc.**

DATE: January 6, 2011 (for Council action January 12, 2011)

ISSUE

Should Mayor Anderson execute the attached Amendment 1 to the Professional Services Agreement No. 2010-PS-06 with Reichhardt & Ebe Engineering, Inc. to extend the agreement date from 12/31/2010 to 12/31/2011?

BACKGROUND/DISCUSSION

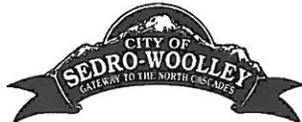
On March 11, 2010, the city executed an Agreement No. 2010-PS-06 with Reichhardt & Ebe for design phase services for the SR20, Metcalf to Township Lane Widening and Pedestrian/Bicycle Improvements Project. The original completion date was December 31, 2010. Design work was completed under the agreement to the 30% level for the purpose of pursuing various grant opportunities, including the FY2011 TIB Urban Arterial Program.

With award of the TIB UAP grant, the agreement for which is a separate council agenda item, we are proceeding with the final design phase. Approval of Amendment 1 will formalize extension of the contract completion date to December 31, 2011.

The existing not to exceed amount of \$135,359.63 has been confirmed for completion of the design through the bid phase. We anticipate however anticipate an additional Addendum at a later date to address possible design changes that will be described during the council meeting.

MOTION:

Move to authorize Mayor Anderson to execute the attached Amendment 1 to the Professional Services Agreement No. 2010-PS-06 with Reichhardt & Ebe Engineering, Inc. to extend the agreement date from 12/31/2010 to 12/31/2011.



AMENDMENT NO. 1

To the PROFESSIONAL SERVICES AGREEMENT No. 2010-PS-06
Dated March 11, 2010
Between The City of Sedro-Woolley, Washington
And Reichhardt & Ebe Engineering, Inc.

This Amendment revises the above contract as follows:

Section 7 Termination is revised as follows:

The term of this agreement shall be from the dated signed through *December 31, 2011*.

All other terms and conditions remain as per the original agreement.

DATED this **13th** day of **January, 2011**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mike Anderson, Mayor

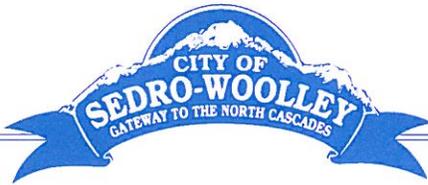
CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

By: _____

JAN 12 2011

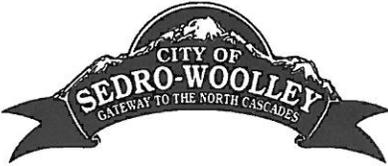
7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 4



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

UNFINISHED
BUSINESS



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: January 12, 2011

Subject: Final Plat Approval – Plat of Eden’s Acres – Resolution ____-11

**CITY COUNCIL AGENDA
REGULAR MEETING**

JAN 12 2011

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

ISSUE

Should the City Council grant final plat approval to the Plat of Eden’s Acres?

PROJECT DESCRIPTION / HISTORY

The property owner has made a request for final plat approval for the Plat of Eden’s Acres. The City Council granted the project preliminary plat approval on January 14, 2009 under Resolution 788-09. The plat consists of seven (7) single-family residential lots. The project is assigned file #LP-6-08.

The Plat of Eden’s Acres has met or has bonding in place to complete all the conditions for approval listed in the Preliminary Plat approval. The construction of the on-site improvements have been completed and approved by the Public Works Department.

RECOMMENDED ACTION

Motion to approve Resolution ____-11 granting final plat approval to the Plat of Eden’s Acres.

RESOLUTION NO. ____ -11

A RESOLUTION GRANTING FINAL APPROVAL TO THE PLAT OF EDEN’S ACRES, A 7-LOT SUBDIVISION AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SIGN ALL FINAL PLAT APPROVAL DOCUMENTS

WHEREAS, the applicant, David McLaughlin, has applied for final approval of the Plat of Eden’s Acres for a total of seven (7) lots; and

WHEREAS, on November 19, 2008, the Sedro-Woolley Hearing Examiner held an open record public hearing with proper notice for the Plat of Eden’s Acres and public testimony was received and considered. The Hearing Examiner recommended to the City Council approval of the Plat of Eden’s Acres subject to conditions; and

WHEREAS, on January 14, 2009, the Sedro-Woolley City Council granted preliminary approval of said subdivision through Resolution 788-09; and

WHEREAS, the final subdivision application upon final review is deemed to be within the scope of the project’s environmental analysis and development conditions and the conditions placed on the subdivision have been met or will be met to the satisfaction of the City of Sedro-Woolley,

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

Section 1. The Plat of Eden’s Acres, a subdivision consisting of seven (7) lots as represented in Exhibit 1, is hereby approved and the Mayor or his designee is authorized to sign all Final Plat approval documents. The City Council hereby adopts by reference the FINDINGS, CONCLUSIONS AND RECOMMENDATION of the Hearing Examiner entered November 25, 2008 attached hereto as Exhibit 2 and the owner shall be in compliance with all conditions referenced in said RECOMMENDATION.

Passed and approved this _____ day of _____, 2011.

MIKE ANDERSON, MAYOR

Attest:

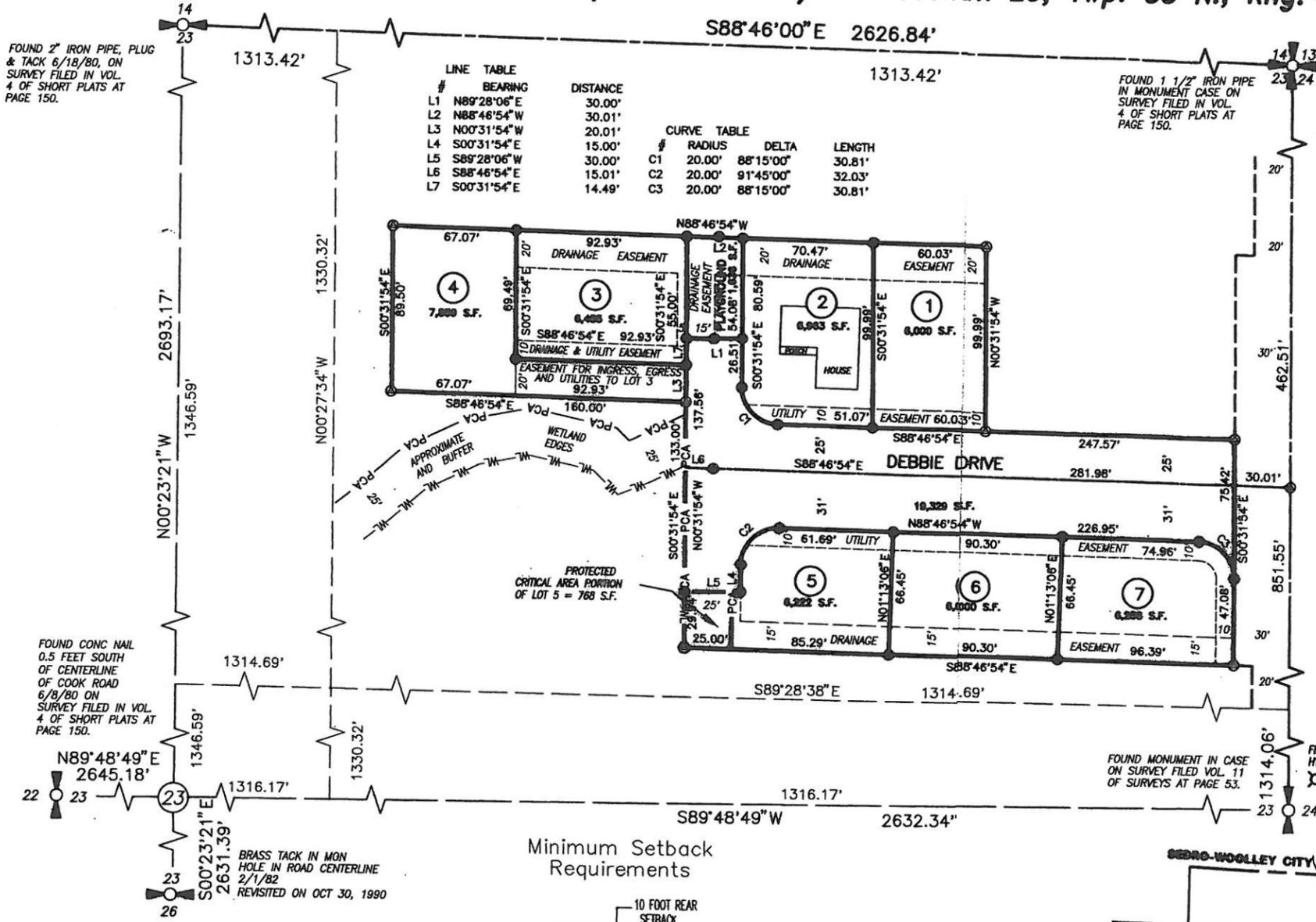
Approved as to form:

City Clerk

City Attorney

Record of Survey for Eden's Acres Plat No. LP-06-08

Survey in the NE1/4 of the NE1/4 of Section 23, Twp. 35 N., Rng. 4 E., W.M.



Owners/Developer

Dave & Nancy McLaughlin
4558 State Route 9
Sedro-Woolley, WA 98284

Andrew & Darcy Griffin
504 Debbie Drive
Sedro-Woolley, WA 98284

David & Clarice Wiedenhoft
312 Garden of Eden Road
P.O. Box 131
Sedro-Woolley, WA 98284
Affected Parties Only

AUDITOR'S CERTIFICATE

SURVEYOR'S CERTIFICATE

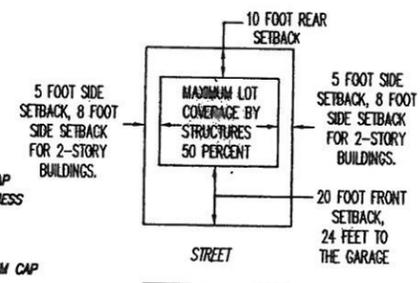


COPYRIGHT 2009 SKAGIT SURVEYORS, INC.

Skagit Surveyors & Engineers

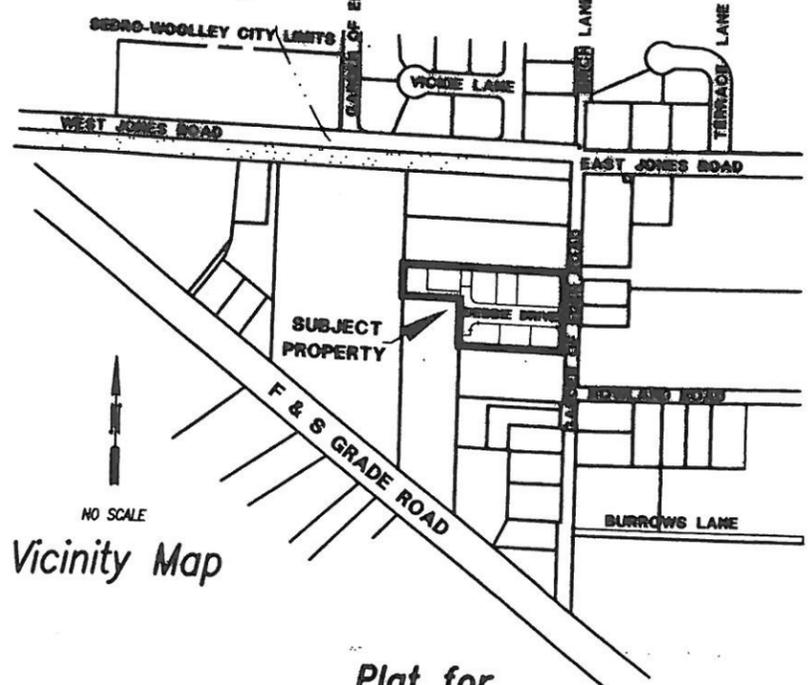
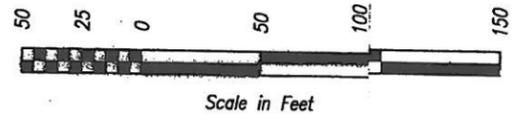
806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

Minimum Setback Requirements



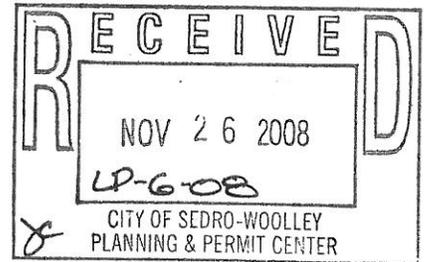
Addresses

- LOT 1 = 502 DEBBIE DRIVE
- LOT 2 = 504 DEBBIE DRIVE
- LOT 3 = 508 DEBBIE DRIVE
- LOT 4 = 510 DEBBIE DRIVE
- LOT 5 = 505 DEBBIE DRIVE
- LOT 6 = 503 DEBBIE DRIVE
- LOT 7 = 501 DEBBIE DRIVE
- PLAYGROUND = 506 DEBBIE DRIVE



Plat for
Dave & Nancy McLaughlin
Andrew & Darcy Griffin

DATE	1/13/10	REVISION	ADDED SETBACK SKETCH	DATE	1741	DRAWN	djm	CHECKED	djm	DATE	08AUG09	SCALE	1" = 50'	SHEET	2 OF 2
------	---------	----------	----------------------	------	------	-------	-----	---------	-----	------	---------	-------	----------	-------	--------



**FINDINGS, CONCLUSIONS AND RECOMMENDATION
OF THE HEARING EXAMINER
CITY OF SEDRO-WOOLLEY**

APPLICANT: David & Nancy McLaughlin

CASE NO.: LP-6-08

LOCATION: 504, 505, & 508 Debbie Lane

APPLICATION: A request for a preliminary plat to divide 4 parcels into 7 single family lots, including retention of an existing home and on-site buffer mitigation for a Category IV wetland.

REVIEW PROCESS: Hearing Examiner conducts a public hearing and makes a recommendation to City Council who makes the final decision.

SUMMARY OF RECOMMENDATIONS:

Staff Recommendation: Approve with conditions

Hearing Examiner Recommendation: Approve with conditions

PUBLIC HEARING:

After reviewing the official file, which included staff's Transmittal & Report Memorandum to the Hearing Examiner; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the McLaughlin application was opened at 10:00 a.m., November 19, 2008, in City Hall, Sedro-Woolley, Washington, and closed at 10:20 a.m. Participants at the public hearing and the exhibits offered and entered are listed in this report. A verbatim recording of the hearing is available in the Planning Department.

HEARING COMMENTS:

The following is a summary of the comments offered at the public hearing.

From the City

John Coleman, Associate Planner: Provided a summation of the basic facts of the application including site circumstances, surrounding land use, review process, relevant code sections and staff recommendation (see Exhibit A and Attachments [aka Exhibits]). He noted that in response to comments regarding the safety of the proposed playground area,

EXHIBIT 2

which is located at one end of the hammerhead turnaround, bollards will be placed in front of the play area to prevent vehicles from entering.

From the Applicant

David McLaughlin: Clarified that site drainage would be designed to collect surface runoff and allow it to infiltrate on-site. During severe rain events, overflow would be collected and conveyed off-site to the City system in Garden of Eden Road. He also noted that he had spoken with his neighbor, Ms. de Fremery, regarding fencing and that they had agreed upon a design (see Exhibit A, Attachment [aka Exhibit] G).

From the Public

None in attendance.

FINDINGS OF FACT AND CONCLUSION

1. The Findings of Fact contained on pages 2 through 4 of Exhibit A, Transmittal & Report Memorandum, dated November 19, 2008, are found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference are adopted as a part of the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.
2. SWMC Chapter 16.04 sets out the General Provisions for subdivision development. Upon review of the submitted materials it is found that the preliminary plat, as proposed and subjected to the recommended conditions contained in Exhibit A, would be in compliance with this chapter; in particular the substantive requirements of 16.04.040, 16.04.060, 16.04.080, 16.04.085, 16.04.090 and 16.04.100.
3. SWMC Chapter 16.08 establishes specific requirements for Subdivisions. Upon review of the submitted materials it is found that the preliminary plat, as proposed and subjected to the recommended conditions contained in Exhibit A, would be in compliance with this chapter; in particular the substantive requirements of 16.08.050, 16.08.052, 16.08.054 and 16.08.100.
4. SWMC Chapter 15.44 requires Design Review of planned residential developments; specifically 15.44.060. In addition, the Planning Commission has the authority to review landscape plans when SEPA is involved under 17.50.030. The Design Review Committee reviewed the proposed subdivision on September 16, 2008. They found that, with recommended conditions, the proposed plat is in conformance with the *Sedro-Woolley Design Standards & Guidelines*, and with Chapter 17.50 Landscaping. The Design Review Committee's Findings and Conclusions are by this reference adopted as part of the Hearing Examiner's findings of fact. (see Exhibit A, Attachment [aka Exhibit] I).
5. SWMC Chapter 17.12 specifies Bulk and Use restrictions for Residential 7 (R-7) zoning districts. Upon review of the submitted materials it is found that the preliminary plat, as proposed and subjected to the recommended conditions contained in Exhibit A, would be in compliance with the substantive requirements of this chapter; in particular use, minimum lot size, density, building setbacks, street frontage, minimum width, and easements.

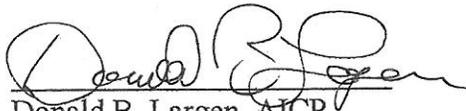
Note that the applicants did apply for and receive an Administrative Zoning Waiver to allow side yard setback and parking apron depth reductions. The eight foot side yard setback is reduced to 7.19 feet, and the front parking apron from twenty-five feet to 20 feet. (See Exhibit A, Attachment [aka Exhibit] J).

6. SWMC Chapter 17.65 regulates development and mitigation for Critical Areas. A Category IV wetland is located off-site, but there is a 250 square foot portion of a required 25 foot buffer located on the south-west corner of the plat. A *Wetland Assessment and Mitigation Plan* dated July 14, 2008 was prepared by Wetlands, Inc. that specifies mitigation activities, primarily weed removal and planting of native plant species. Upon review of the submitted materials it is found that the preliminary plat, as proposed and subjected to the recommended conditions contained in Exhibit A, would be in compliance with the substantive requirements of Chapter 17.65, Wetlands.
7. Attachment (aka Exhibit) G of Exhibit A contains a letter from Dorothy de Fremery. She raised concerns relative to drainage, lighting and fencing. The applicant has indicated that drainage will be handled on-site and/or conveyed to the City system in Garden of Eden Road, and that he and Ms. de Fremery have agreed upon a fence design. SEPA MDNS condition 'd' requires that plat lighting be shielded and/or directed away from adjoining properties.

RECOMMENDATION

Based upon the foregoing findings and conclusions, it is recommended that the request for approval of an seven lot preliminary plat, case number LP-6-08, be approved subject to the recommended conditions found on pages 4 and 5 of Exhibit A, Transmittal & Report Memorandum dated November 19, 2008.

Entered this 25th day of November, 2008.


Donald B. Lagen, AICP
Hearing Examiner

APPEAL OF HEARING EXAMINER DECISION

Appeal of Examiner's Decision. The decision of the Examiner, approving, modifying, or denying an application or an appeal shall be final and conclusive unless a written appeal is filed according to the City's appeal procedures as set forth in Chapter SWMC Section 2.88.170 B; which states that any party with standing may file an appeal of the hearing examiner's decision with the Superior Court per the Land Use Petition Act RCW 36.70 C.

EXHIBITS:

The following exhibits were offered and entered into the record, both prior to and during the
A. Transmittal & Report Memorandum to the Hearing Examiner dated November 19, 2008.

PARTIES OF RECORD:

David & Nancy McLaughlin
4558 State Route 9
Sedro-Woolley, WA 98284

Planning Department

Dave & C.E. Wiedenhoft
312 Garden of Eden Road
Sedro-Woolley, WA 98284

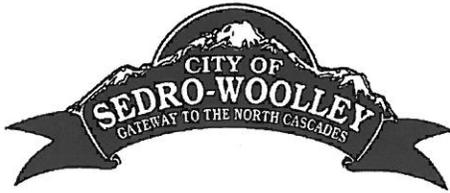
Dorothy de Fremery
316 Garden of Eden Road
Sedro-Woolley, WA 98284

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2011

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

CITY OF SEDRO-WOOLLEY



325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 856-1100
Fax (360) 856-5269

Memorandum

Date: January 4, 2011 (for Council action January 12, 2011)

To: Mayor Anderson and City Council Members

From: Mark A. Freiberger, PE, Director of Public Works

Subject: **TIB Fuel Tax Grant Distribution Agreement No. 8-2-126(008)-1
SR20/Moore Street, Metcalf Street to SR9/Township Street Lane Widening
& Bicycle/Pedestrian Improvements Project**

ISSUE:

Shall council move to authorize Mayor Anderson to execute the attached Fuel Tax Grant Distribution Agreement with the Transportation Improvement Board?

BACKGROUND/DISCUSSION:

On November 19, 2010, the city was awarded a \$1,331,071 grant for construction of the SR20/Moore Street, Metcalf Street to SR9/Township Street Lane Widening & Bicycle/Pedestrian Improvements Project, with \$217,000 in matching funds from the City's GMA Impact Fee account and \$20,000 from WSDOT Q funds. Council authorized submittal of the grant request on April 28, 2010 council meeting and committed the city's matching funds totaling \$217,000 at the August 10, 2010 council meeting.

The attached Agreement formalizes the grant. Staff recommends authorization for the mayor to execute the agreement with TIB.

MOTION:

Move to authorize Mayor Anderson to execute the Fuel Tax Grant Distribution Agreement 8-2-126(008)-1 with the Transportation Improvement Board in the amount of \$1,331,071.



Washington State Transportation Improvement Board
Fuel Tax Grant Distribution Agreement

LEAD AGENCY:	SEDRO WOOLLEY
PROJECT NUMBER:	8-2-126(008)-1
PROJECT TITLE:	Moore St (SR-20)
PROJECT TERMINI:	Metcalf St to Township St (SR-9)

1.0 PURPOSE

The Washington State Transportation Improvement Board (hereinafter referred to as "TIB") hereby grants funds for the project specified in the attached documents, and as may be subsequently amended, subject to the terms contained herein. It is the intent of the parties, TIB and the grant recipient, that this Agreement shall govern the use and distribution of the grant funds through all phases of the project. Accordingly, the project specific information shall be contained in the attachments hereto and incorporated herein, as the project progresses through each phase.

This Agreement, together with the attachments hereto, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the parties and supercedes all previous written or oral agreements between the parties.

2.0 PARTIES TO AGREEMENT

The parties to this Agreement are TIB, or its successor, and the grant recipient, or its successor, as specified in the attachments.

3.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through completion of each phase of the project, unless terminated sooner as provided herein.

4.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5.0 ASSIGNMENT

The grant recipient shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The grant recipient is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the grant recipient's other rights under this Agreement.

6.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.



Washington State Transportation Improvement Board
Fuel Tax Grant Distribution Agreement

7.0 TERMINATION

7.1 UNILATERAL TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

7.2 TERMINATION BY MUTUAL AGREEMENT

Either party may terminate this contract in whole or in part, at any time, by mutual agreement with a 30 calendar day written notice from one party to the other.

7.3 TERMINATION FOR CAUSE

In the event TIB determines the grant recipient has failed to comply with the conditions of this Agreement in a timely manner, TIB has the right to suspend or terminate this Agreement. TIB shall notify the grant recipient in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Agreement may be terminated. TIB reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the grant recipient from incurring additional obligations of funds during the investigation of the alleged compliance breach and pending corrective action by the grant recipient or a decision by TIB to terminate the Agreement. The grant recipient shall be liable for damages as authorized by law including, but not limited to, repayment of misused grant funds. The termination shall be deemed to be a Termination for Convenience if it is determined that the grant recipient: (1) was not at fault, or (2) failure to perform was outside of the grant recipient's control, fault or negligence. The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

7.4 TERMINATION FOR CONVENIENCE

TIB may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part, because federal or state funds are no longer available for the purpose of meeting TIB's obligations, or for any reason. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

7.5 TERMINATION PROCEDURE

Upon receipt of notice of termination, the grant recipient shall stop work and/or take such action as may be directed by TIB.



Transportation Improvement Board Project Funding Status Form

Agency: **SEDRO WOOLLEY**

TIB Project Number: **8-2-126(008)-1**

Project Name: Moore St (SR 20)
Metcalf St to Township St (SR 9)

Verify the information below and revise if necessary.

Return to: Clint Ritter
Transportation Improvement Board
PO Box 40901
Olympia, WA 98504-0901

PROJECT SCHEDULE

	Date Shown on Application	Revised Dates
Construction Approval Date		
Contract Bid Award	Jul 2011	
Contract Completion	Dec 2011	

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SEDRO WOOLLEY	217,000	
WSDOT	20,000	
Federal Funds	0	
TOTAL LOCAL FUNDS	237,000	

Both agency officials must sign the form before returning it to the TIB office.

Mayor or Public Works Director



Signature

12-17-2010

Date

Mike Anderson

Printed or Typed Name

Mayor

Title

Financial Officer

Attachment 1

Project Funding Summary

Project Information

Lead Agency **SEDRO WOOLLEY**
Project Number **8-2-126(008)-1**
Project Title **Moore St (SR 20)**
Project Termini **Metcalf St to Township St (SR 9)**

TIB funds for the project are:

Phase	TIB Funds
Design	0
Right of Way	0
Construction	1,331,071
Total Grant	<hr/> 1,331,071



Agency: Sedro Woolley

From 2

Co. No.: 29 Co. Name: Skagit Co.

Hearing Date: 7/14/2010 Add

City No.: 1150 MPO/RTPO: SMPO

Amend Date: Res

Functional Class	Priority Number	Project Identification					Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars						Expenditure Schedule (Local Agency)					
		A. PIN/Federal Aid No.	B. Bridge No.		C. Project Title	D. Street/Road Name or Number					E. Beginning MP or Road - Ending MP or Road	F. Describe Work to be Done	Project Phase	Phase Start	Fund Source Information					1st	2nd	3rd
		Federal Funding		State Fund Code											State Funds	Local Funds	Total Funds					
		Federal Fund Code	Federal Cost by Phase																			
1	2	3					4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
16	1	Jameson Arterial Extension to SR-9 Jameson Street from: SR9 MP 55.45 to: Batey Road Extend existing secondary arterial and potential relocation of intersection with SR-9. Work with landowners to streamline alignment of Jameson Arterial. Possible Roundabout at SR9 intersection.					02 01	P	0.20	C G P S T W	PE RW CN	6/1/2012 1/1/2012 7/1/2013		1744			270 457 500	270 457 2244	270 457 2244			
										Totals		1,744			1227	2971	2971					
16	2	SR-20 / Cook Rd. Intersection Impr - SR20 Corridor Project 1A Cook Road from: Cook Road to: SR-20 MP 65.05 Realign Cook Road via Washington Street alignment to SR20 MP 65.05 with a new Roundabout intersection at SR20 and at Murrow Street.					03 02	P	0.20	G S W C P T	ALL	1/1/2013		1000		812	100	1912	500	1412		
										Totals			1,000		812	100	1912	500	1412			
16	3	020/226 SR-20 BNSF RR Undercrossing Bridge - SR20 Corridor Pr 2A SR-20 from: MP 65.41 to: MP 65.53 Replace BNSF Railroad undercrossing bridge wide enough for Phase II arterial improvements on SR-20. (~90 feet)					03 04 09	P	0.12	G W S	ALL	1/1/2014		5000		1590	200	6790	500	6290		
										Totals			5,000		1590	200	6790	500	6290			
16	4	SR20, Metcalf - Township Lane Widening - SR20 Corridor Pr 3 SR20 Moore Street from: MP 65.5 Metcalf to: MP 66.08 Township Add center turn lane, bicycle lanes, curbs, gutters, sidewalks and illumination.					05 06	P	.58	C G P S T W	ALL	1/1/2011				750	250	1000	1000			
										Totals					750	250	1000	1000				



Agency: Sedro Woolley

Co. No.: 29 Co. Name: Skagit Co.

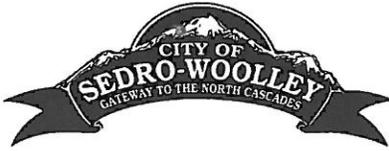
City No.: 1150 MPO/RTPO: SMPO

Hearing Date: 7/14/2010 Adoption Date: 7/14/2010

Amend Date: _____ Resolution No.: 831-10

Functional Class	Priority Number	Project Identification					Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars						Expenditure Schedule (Local Agency)				Federally Funded Projects Only				
		A. PIN/Federal Aid No.	B. Bridge No.		C. Project Title						Project Phase	Phase Start	Fund Source Information				1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)			
		D. Street/Road Name or Number		E. Beginning MP or Road - Ending MP or Road		Federal Funding							State Fund Code	State Funds	Local Funds	Total Funds									
		F. Describe Work to be Done		Federal Fund Code	Federal Cost by Phase																				
1	2	3					4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
16	4	SR20, Metcalf - Township Lane Widening - SR20 Corridor Pr 3 SR20 Moore Street from: MP 65.5 Metcalf to: MP 66.08 Township Add center turn lane, bicycle lanes, curbs, gutters, sidewalks and illumination.					05 06	S	.58	C G P S T W	PE CN	1/1/2011 7/1/2011			OTHER	1351	135 82	135 1433	135 1433					CE	No
Totals																1351	217	1568	1568						

NEW
BUSINESS



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: January 12, 2011

Subject: Proposed modification to Zoning Code regarding duplexes in the Residential-7 Zone

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 12 2011

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

ISSUE

Should the Council modify SWMC 17.12.010 to regulate how duplexes are spaced throughout a development in the R-7 Zone?

PROJECT DESCRIPTION / HISTORY

Council has expressed concern that the current Residential 7 (R-7) Zone regulations allow for entire neighborhoods to be made up of duplexes. A neighborhood containing mostly duplexes detracts from the traditional appearance of housing in the R-7 Zone. Another concern is that duplexes are typically not owner-occupied and that this may result in neighborhoods that are unkempt and uninviting.

The Sedro-Woolley Planning Commission held an Open Record Public Hearing on October 19, 2010 to gather public testimony on the subject. The Planning Commission recommends amendments to the regulations concerning duplexes in the R-7 Zone. Exhibit A contains proposed amendments to Chapter 17.12 SWMC that would require two single-family lots between any two duplexes. Thus, only every third building can be a duplex (except for lots that are behind other lots and therefore not visible from the street).

The Planning Commission unanimously recommended adoption of the attached modifications to the municipal code.

EXHIBIT 1: Proposed ordinance to modify SWMC 17.12.010

EXHIBIT 2: Planning Commission Findings of Fact, Conclusions and Recommendation

RECOMMENDED ACTIONS

Make a motion to adopt ordinance _____-11 to modify SWMC 17.12.010 to regulate how duplexes are spaced in the R-7 Zone.

ORDINANCE NO. _____

AN ORDINANCE MODIFYING SWMC 17.12.010, AMENDING THE REQUIREMENTS CONCERNING THE LOCATION OF DUPLEXES IN THE RESIDENTIAL-7 ZONE

WHEREAS, the intent of the Residential 7 (R-7) Zone is to maintain the traditional pattern of housing typically associated with the older portions of the City; it is not a multifamily zone. Several duplexes in a row – or even a majority of duplexes on one street – are not in keeping with the traditional housing pattern in Sedro-Woolley; and

WHEREAS, the Sedro-Woolley Planning Commission held an Open Record Public Hearing on October 19, 2010 to gather public testimony on the subject of requiring two single-family lots in between any two duplexes in the R-7 Zone; and

WHEREAS, the planning commission unanimously recommended to adopt the attached modifications to the municipal code; and

WHEREAS, a SEPA environmental checklist was reviewed and a DNS was issued on November 12, 2010; and

WHEREAS, pursuant to RCW 36.70A.106, a 60-day notice of intent to adopt a development regulation was sent to the Washington State Department of Commerce; and

WHEREAS, the City Council finds the proposed amendments to the SWMC to be consistent with and 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. Sedro-Woolley Municipal Code 17.12.010(A)(4) shall be amended as follows:

iv. No more than one duplex shall be allowed per any three successive lots adjoined by side property lines as defined in SWMC 17.04.030.

Exception: Lots which have 20 feet or less frontage on the public street shall not be required to be counted as a successive lot. This exception is intended to allow successive duplexes if located behind single family lots.

EXHIBIT 1

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

Section 3. 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 _____, 2011, and signed in authentication of its passage this _____ day of _____, 2011.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Published:

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION
STATE OF WASHINGTON**

In the Matter of:

**MODIFYING THE SEDRO-WOOLLEY
MUNICIPAL CODE REGARDING
DUPLEXES IN THE R-7 ZONE**

**AMENDMENTS TO
CHAPTER 17.12 SWMC –**

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMEDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, October 19, 2010** under a request by the Planning Director for a public hearing and recommendation from the Planning Commission pursuant to Chapter 2.90 Sedro-Woolley Municipal Code (SWMC).

Recommendation:	The Planning Commission recommends APPROVAL of the request to amend Chapter 17.12 SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Recommendation.
Hearing Date:	Tuesday, October 19, 2010
Proponent:	City of Sedro-Woolley

Description of proposal

The Planning Commission recommends that the City Council amend Chapter 17.12 of the Sedro-Woolley Municipal Code (SWMC) to address concerns about the proliferation of duplexes in the Residential 7 (R-7) Zone.

Exhibit A: Proposed revisions to SWMC 17.12.010

FINDINGS OF FACT

1. Per SWMC 2.90.070(G), this action, which requires changes to the City development regulations and underwent Planning Commission review, is processed as a Type VI action.
2. R-7 Zoning regulations currently allow duplexes on lots of 9,000 square feet or greater. Said lots must have the minimum dimensions of 80' by 100' and have a minimum street frontage of 20'. Off-street parking for a minimum of four vehicles must be provided and the duplex must be constructed to resemble a single family residence.
3. The R-7 Zone is primarily made-up of small lots (6,000 square feet or more) like those originally platted in the towns of Woolley and Sedro. Because of their small size, these lots are traditionally geared towards single family residential homes. Per SWMC 17.12.005, the intent of the R-7 Zone is to maintain the traditional pattern of housing typically associated with the older portions of the City; it is not a multifamily zone. Several duplexes in a row – or even a majority of duplexes on one street – are not in keeping with the traditional housing pattern in Sedro-Woolley.
4. In addition, City Council and the Mayor have expressed concerns about the proliferation of duplexes on a street. Just outside city limits, but within the urban growth area, there are at least two examples of streets that consist exclusively of duplexes. The city seeks to avoid the results of these examples. Absentee landlords have allowed the neighborhood to become run-down.
5. To address the concerns of the Council and the Mayor, the attached revisions to the zoning code are proposed to put restrictions in place that will only allow duplexes in a manner that does not conflict with the traditional single-family nature of the R-7 Zone.
6. The Sedro-Woolley Planning Commission held a public hearing on October 19, 2010.
7. A Notice of Public Hearing for the proposed code amendment was published on October 8, 2010 in the Skagit Valley Herald. In the notice, a written comment deadline of October 19 at 4:30 PM was set. No written comments were received by the Planning Department.
8. On October 19, 2010 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. One member of the public commented on the proposal during the public hearing.
9. The proposed regulations require that two single-family lots be in between any two duplexes. Thus, only every third building can be a duplex (except for lots that are behind other lots and therefore not visible from the street).
10. At the hearing, the Planning Commission reviewed the proposed amendments to Chapter 17.12 SWMC as shown in Exhibit A, and made a motion to recommend that the City Council approve the proposed changes to address concerns about the proliferation of duplexes in the R-7. The motion carried unanimously.

11. In accordance with State Growth Management Act (GMA), the proposed new text was submitted to the Washington State Department of Commerce (COMM) for a 60-day review on October 28, 2010. COMM had no comments on the proposed ordinance.
12. State Environmental Policy Act (SEPA) review was conducted and a determination of non-significance (DNS) was issued by the lead agency on November 12, 2010.

CONCLUSIONS

The Planning Commission, having reviewed the Planning Department Memorandum and hearing public testimony, makes the following conclusions:

1. Adoption of the proposed amendments to Chapter 17.12 SWMC complies with the State GMA, has been approved by the State Department of Commerce, has completed the necessary SEPA review process and has been adequately vetted through the public review process; and
2. Adoption of the proposed amendments to Chapter 17.12 SWMC is in conformance with the goals and policies of the Sedro-Woolley Comprehensive Plan.

DECISION

Based upon the foregoing, the Planning Commission recommends approval of amendments to Chapter 17.12 SWMC, found herein as Exhibit A, to address concerns about the proliferation of duplexes in the R-7 by requiring that two single-family lots be in between any two duplexes.

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of recommended amendments to Chapter 17.12 SWMC requiring two single-family lots in between any two duplexes in the R-7 Zone, at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, October 19, 2010**, at which time a quorum was present and the decision was for approval by a vote of **5 FOR, 0 AGAINST, and 0 ABSTENTIONS**.



Rick Judd, Planning Commission Chair

1-6-11

Date

Chapter 17.12 – Residential 7 (R-7) Zone

17.12.005 Intent.

The R-7 zone includes the portion of Sedro-Woolley platted over a hundred years ago. It is characterized by a grid street system and small lots. It is the intent of this zone to encourage the continuation of this traditional pattern. (Ord. 1484-04 § 5 (part), 2004)

17.12.010 Use restrictions.

Use restrictions in the residential R-7 zone shall be as follows:

A. Permitted Uses.

1. One single-family residence per lot;
2. Low-intensity agriculture;
3. Home occupations in compliance with Chapter 17.68;
4. One duplex per lot with nine thousand square foot minimum lot size, in compliance with the requirements set forth in this Chapter 17.12, which meet the following requirements, in addition to any other requirements imposed by ordinance:

i. Be situated on a lot of not less than nine thousand square foot minimum size, with a minimum width of eighty feet at the building line, a minimum depth of one hundred feet, and a minimum lot frontage on a public street of twenty feet,

ii. Provide off-street parking for four vehicles,

iii. Be designed to resemble a single-family residence so as to blend in with the design and appearance of the surrounding residences in the neighborhood;

iv. No more than one duplex shall be allowed per any three successive lots adjoined by side property lines as defined in SWMC 17.04.030.

Exception: Lots which have 20 feet or less frontage on the public street shall not be required to be counted as a successive lot. This exception is intended to allow successive duplexes if located behind single family lots.

5. Child day care centers meeting state requirements;
6. Adult or family day care facilities meeting state requirements.

B. Conditional Uses.

1. Planned residential developments;
2. Group homes;
3. Dependent relative cottages;
4. Mobile and manufactured home parks in compliance with Chapter 17.48;
5. Personal services;
6. Professional offices with no outside storage;
7. Outdoor recreation facilities;
8. Public utilities, excluding wireless communication facilities;
9. Quasi-public uses;
10. Public uses.

C. Prohibited Uses. All uses not listed above, including adult entertainment and wireless communication facilities. (Ord. 1484-04 § 5 (part), 2004: Ord. 1312-98 § 1 (part), 1998: Ord. 1222-95 § 2, 1995: Ord. 1013 § 2.02.01, 1985)

17.12.020 Bulk restrictions.

Bulk restrictions in the residential R-7 zone shall be as follows:

A. Minimum Setbacks.

1. Front: twenty feet;
2. Side: one story dwellings and accessory structures shall have a minimum of five feet; a two story dwelling shall have minimum of eight and each additional story over two shall have an additional four feet, for each story;
3. Rear: ten feet for residences, five for accessory structures;
4. Garage Setbacks. Private garages attached to or within the residence shall adhere to the setback requirement of the residence. In all cases, there shall be a minimum off-street parking apron of twenty-five feet in length directly in front of all garage door entrances when accessing a street either to the front or side of a residence. Where garage doors access an alley, the off-street parking apron shall be at least ten feet.

B. Maximum building height: thirty-five feet except twenty feet for accessory buildings, and no height limit for church steeples or bell towers. (Ord. 1484-04 § 5 (part), 2004: Ord. 1312-98 § 1 (part), 1998: Ord. 1013 § 2.02.02, 1985)

17.12.030 Minimum lot size requirements.

Minimum lot size requirements for the residential R-7 zone shall be as follows:

A. Lot area: six thousand square feet;

B. Lot width at building line: forty feet;

C. Lot frontage on a public street, approved private street, or approved easement: twenty feet. (Ord. 1484-04 § 5 (part), 2004: Ord. 1312-98 § 1 (part), 1998: Ord. 1013 § 2.02.03, 1985)

17.12.040 Maximum density requirements.

The maximum gross density requirement in the R-7 zone is seven units per acre. (Ord. 1484-04 § 5 (part), 2004: Ord. 1312-98 § 1 (part), 1998: Ord. 1222-95 § 3, 1995)

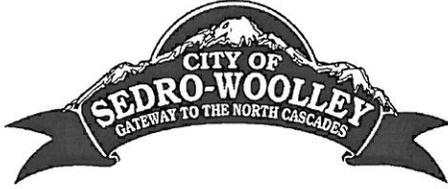
17.12.050 Maximum lot coverage.

Lot coverage is the percent of the lot covered by structures including the main and all accessory buildings. Maximum lot coverage requirements in the residential R-7 zone shall be as follows:

A. Fifty percent;

B. Variances from the maximum lot coverage requirement are permitted, if the applicant can demonstrate that the proposed coverage does not exceed the average lot coverage of lots within one hundred feet of the parcel. Lot coverage can be equal to the average lot coverage but cannot exceed it.

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS



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

JAN 12 2011

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Fire Station 2 Update
FOR MEETING ON: January 12, 2011

PROJECT STATUS: The project is complete but for the final punchlist items. SWFD members are now living in the station and will begin responding from the station later this month. An open house/ribbon cutting has been scheduled at Station 2 for February 23rd at 5:00 P.M.

ISSUES: None tonight.

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	\$ 4,235.00	EB 10/14
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
12	Additional conduit for Frontier	\$ 2,353.00	EB 10/14
13	Added cast in pace curb	withdrawn	n/a
14	P-Lam at mob sink	withdrawn	n/a
15	Relocate air lines in truck bays to correct location	\$ 1,282.00	EB 12/2
16	Additional gravel on SR 9 per engineering	\$ 387.00	EB 12/2
17	Over excavation for unsuitable fill	\$ 1,161.00	EB 12/8
18	Addition of regulator at generator	\$ 1,353.00	pending

CONTRACT CHANGE ORDERS:

Change Order 1 was approved by the City Council on July 28th. Due to its size, it exceeded my authority. Change Order 2 was approved on October 28th, it is a compilation of 7 individual changes approved under my limited change order authority.

No.	Description	Amount	Approval
1	CP-02r.3 & CP-03r.1	\$66,543.00	Council 7-28
2	CP-4, 6r.2, 7, 9, 10r.2, 11r.1, and 12	\$14,994.00	EB 10-28

The original contract sum is: \$1,348,300.00

CO#1 is: \$ 66,543.00

CO#2 is: \$ 14,994.00

The new contract total is: \$1,429,837.00

REQUESTS FOR ACTION: None tonight.